



Council Meeting Agenda
September 5, 2023
6:00PM

1. Call to Order..... Mayor Ed Hooks
2. InvocationRev. Kate Harper, Cross Roads Presbyterian Church
3. Recognition of Dr. Jesse T. Alston Mayor
4. Public Comments Mayor
5. Consent Agenda..... Mayor
 - a. Approval of Minutes- August 7, 2023 Regular Meeting
 - b. Final Plat- Bowman Place, Ph. S-3
 - c. Final Plat- Crow Industrial
 - d. Final Plat Reapproval- Cameron Lane Right-of-Way Dedication
 - e. Carry Forward Budget Ordinance Amendment
6. **Public Hearing-**
Ordinance to Extend the Corporate Limits-
Voluntary Contiguous Annexation-
Hawfields Presbyterian Church, Inc. Lawson Brown, City Attorney
7. Racial Equity Advisory Committee (REAC)- GARE Discussion.....Chris Rollins, City Manager
8. REAC Recommendation Mr. Rollins
9. Annexation Agreement- 450 Fitch Drive Mr. Brown
10. Elevated Water Tank BidKyle Smith, Utilities Director
11. West Ten Road Water ConnectorMr. Smith
 - i. Award Engineering Services
 - ii. Adopt Capital Project Ordinance
 - iii. Adopt Reimbursement Resolution
12. Holt Street Greenway Project Bids and Contract Award Franz Holt, City Engineer
Daphna Schwartz, Finance Director
 - i. Award Contract
 - ii. Adopt Capital Project Ordinance
 - iii. Budget Ordinance Amendment
13. Lebanon Road Sidewalk and Trail Connector Bids and Contract Award Mr. Holt
Ms. Schwartz
 - i. Award Contract
 - ii. Budget Ordinance Amendment
14. Resolution- WRRF State Revolving Fund Application Ms. Schwartz
15. Informational Item- Transit Opportunities..... Ashley Ownbey, Development Director
16. Adjournment Mayor



AGENDA ITEM #5B

SUB 23-07

Final Subdivision Plat
Bowman Place, Phase S-3

Presenter

Ashley Ownbey, Development Director

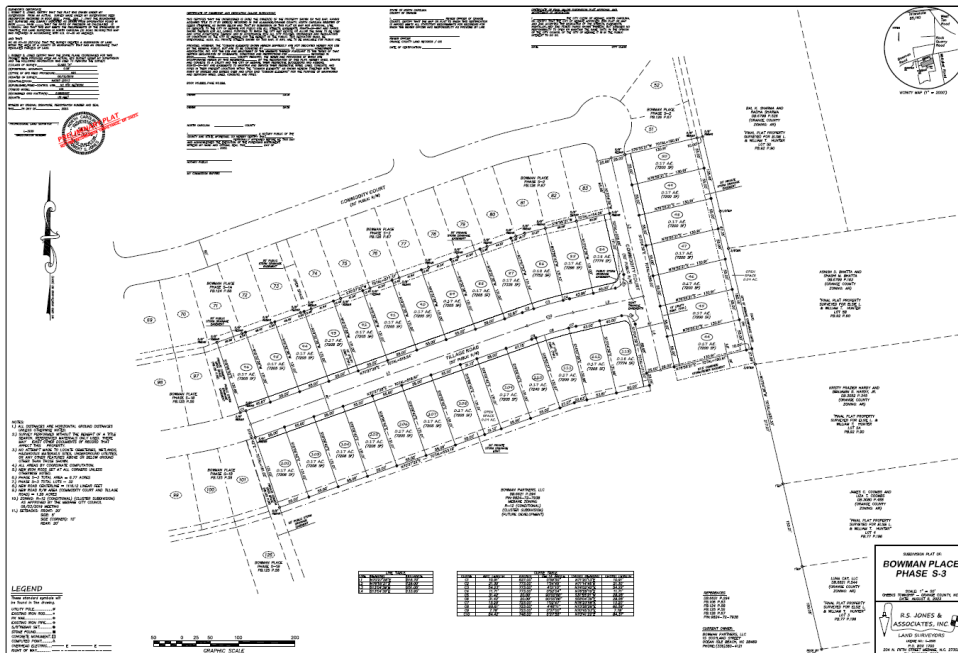
Applicant

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

Public Hearing

Yes No

Final Plat



Property

Bowman Place,
Orange County

GPIN
9824727938

Proposed Zoning

N/A

Current Zoning

R-12 (CD)

Size

+/-6.77 acres

Surrounding Zoning

R-12 (CD) & Orange
County AR

Surrounding Land Uses

Residential,
Agricultural, Vacant

Utilities

Extended at
developer's expense.

Floodplain

No

Watershed

No

City Limits

Yes

Summary

Bowman Partners, LLC, is requesting approval of the Final Plat for Phase S-3 of the Bowman Place Subdivision (approved for conditional rezoning as a cluster subdivision by City Council 06/03/19). The Final Plat will include a total area of +/- 6.77 acres featuring 32 single-family lots, +/- 0.18 acre of open space, and +/-1.26 acres and +/- 1,116 linear feet of dedicated right of way.

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

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

SURVEYOR'S CERTIFICATE
 I, ROBERT S. JONES, CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTIONS RECORDED IN BOOK 6621, PAGE 224, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 6621, PAGE 224, 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 N.C.A.C. 66.1600). THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

AND THAT:
 NC GS 47-30 (1)(1)(v) 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.

I, ROBERT S. JONES CERTIFY THAT THE STATE PLANE COORDINATES FOR THIS PROJECT WERE PRODUCED FROM AN ACTUAL GPS SURVEY UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

(1) CLASS OF SURVEY: CLASS "A"
 (2) POSITIONAL ACCURACY: 0.06"
 (3) TYPE OF GPS FIELD PROCEDURE: YES
 (4) DATE OF SURVEY: 06/12/2019
 (5) DATUM/EPOCH: NAD83 (2011)
 (6) PUBLISHED/FIXED-CONTROL USE: NC RTK NETWORK
 (7) OS/SD MODEL: 128
 (8) COMBINED GRID FACTOR(S): 0.9999427
 (9) UNITS: US FEET

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

PROFESSIONAL LAND SURVEYOR
 L-3939
 REGISTRATION NUMBER

PRELIMINARY PLAT
 THIS PLAT IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR CONVEYANCE, OR SALES OF ANY KIND.

CERTIFICATE OF OWNERSHIP AND DEDICATION (MAJOR SUBDIVISION)
 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 LEGAL 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 A PLAT OF SUBDIVISION RECORDED IN BOOK 6621, PAGE 224, AND INCORPORATED BY 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 ACCESS AND EGRESS OVER AND UPON SAID "COMMON ELEMENTS" FOR THE PURPOSE OF MAINTAINING AND SERVING WIRES, LINES, CONDUITS, AND PIPES.

BOOK NO. 6621 PAGE NO. 224

OWNER _____ DATE _____
 OWNER _____ DATE _____

NORTH CAROLINA _____ COUNTY _____

COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY, A NOTARY PUBLIC OF THE STATE OF NORTH CAROLINA, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2023.

NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

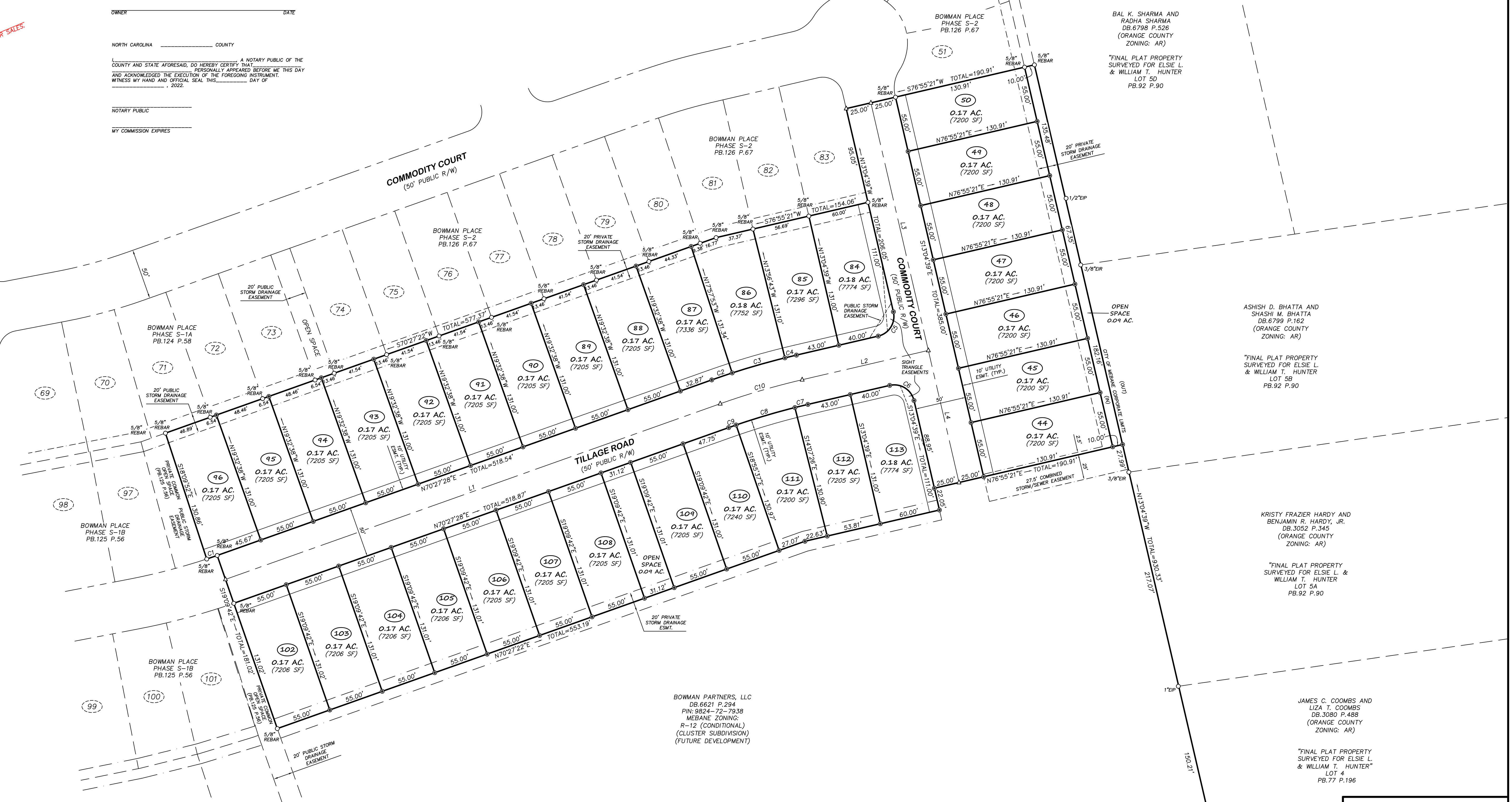
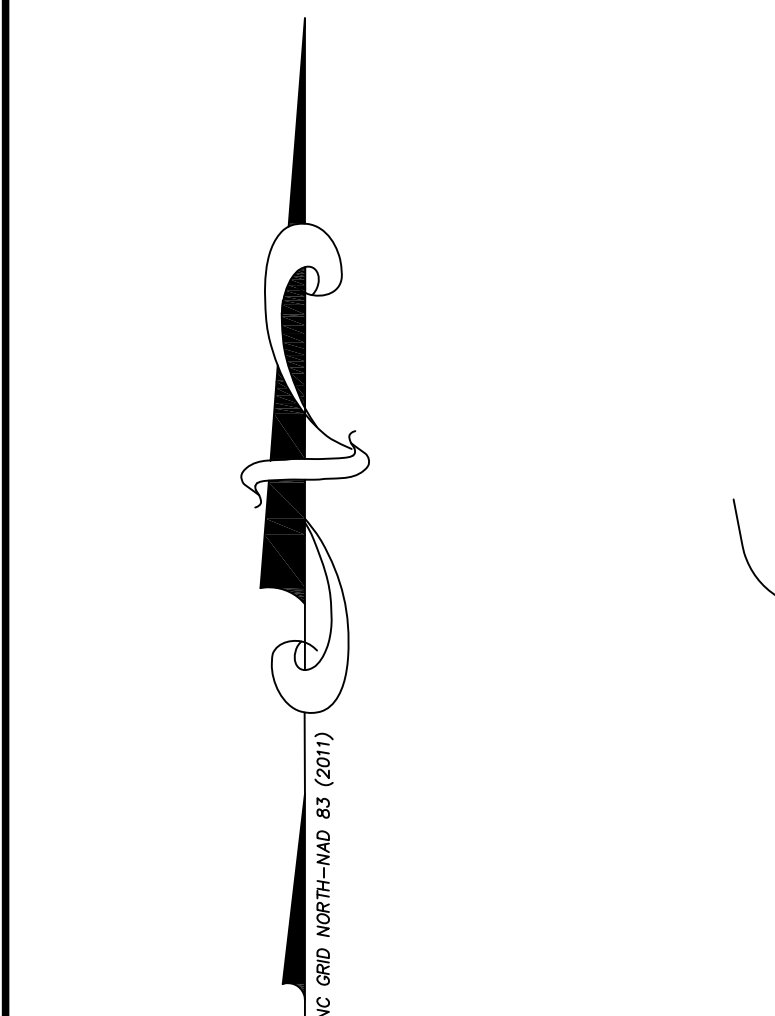
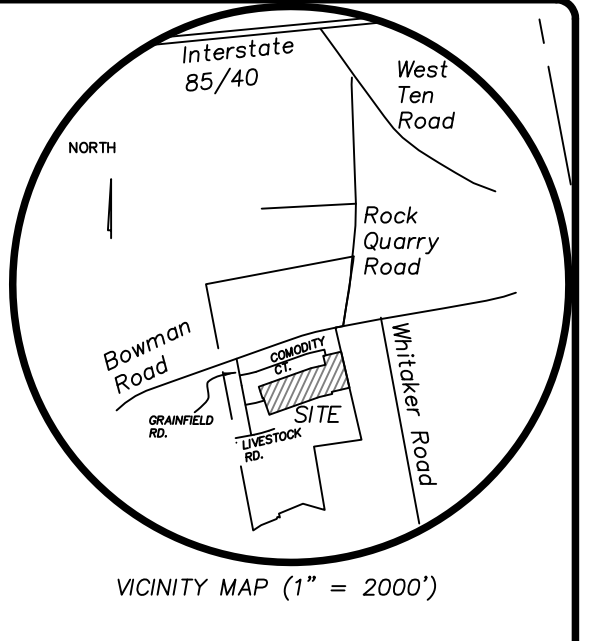
STATE OF NORTH CAROLINA
 COUNTY OF ORANGE

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

REVIEW OFFICER
 ORANGE COUNTY LAND RECORDS / GIS
 DATE OF CERTIFICATION: _____

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, UNLESS IN THE OPINION OF THE CITY COUNCIL OF THE CITY OF MEBANE IT IS IN THE PUBLIC INTEREST TO DO SO.

DATE _____ CITY CLERK _____



- NOTES:**
- 1.) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
 - 2.) SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH. REFERENCED MATERIALS ONLY USED. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT AFFECT THIS PROPERTY.
 - 3.) NO ATTEMPT MADE TO LOCATE 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.
 - 6.) PHASE S-3 TOTAL AREA = 6.77 ACRES
 - 7.) PHASE S-3 TOTAL LOTS = 32
 - 8.) NEW ROAD CENTERLINE = 1116.12 LINEAR FEET
 - 9.) NEW ROAD R/W AREA (COMMODITY COURT AND TILLAGE ROAD) = 1.26 ACRES
 - 10.) ZONING: R-12 (CONDITIONAL) (CLUSTER SUBDIVISION) AS APPROVED BY THE MEBANE CITY COUNCIL 06/03/2019 MEETING
 - 11.) SETBACKS: FRONT: 20'
 SIDE: 5'
 SIDE (CORNER): 10'
 REAR: 20'

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	N70°27'28"E	518.70'
L2	N76°55'21"E	128.00'
L3	S13°04'39"E	261.05'
L4	S13°04'39"E	133.95'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	10.91'	627.00'	0°59'50"	N71°20'13"E	10.91'
C2	21.30'	773.00'	1°34'45"	N71°14'45"E	21.30'
C3	54.23'	773.00'	4°01'10"	N74°02'42"E	54.22'
C4	11.71'	773.00'	0°52'04"	N76°29'19"E	11.71'
C5	31.42'	20.00'	90°00'00"	S31°55'21"W	28.28'
C6	31.42'	20.00'	90°00'00"	S58°04'39"E	28.28'
C7	13.20'	723.00'	1°02'47"	N76°53'58"E	13.20'
C8	60.61'	723.00'	4°48'11"	N73°28'29"E	60.59'
C9	7.78'	723.00'	0°37'00"	N70°45'53"E	7.78'
C10	84.42'	748.00'	6°27'58"	N73°41'22"E	84.37'

REFERENCES
 DB.6621 P.294
 PB.106 P.83
 PB.124 P.58
 PB.125 P.56
 PB.126 P.67
 PIN: 9824-72-7938

CURRENT OWNER:
 BOWMAN PARTNERS, LLC
 15 SCOTLAND STREET
 OCEAN ISLE BEACH, NC 28469
 PHONE: (336)360-4121

SUBDIVISION PLAT OF:
BOWMAN PLACE PHASE S-3

SCALE: 1" = 50'
 CHECKS TOWNSHIP - ORANGE COUNTY, NC
 DATE: AUGUST 8, 2023

R.S. JONES & ASSOCIATES, INC.
 LAND SURVEYORS
 LICENSE NO.: 6-2665
 P.O. BOX 1700
 204 N. FIFTH STREET MEBANE, NC 27302
 PH: (919)563-3623

Summary

CRP/CHI Mebane Industrial Owner, LLC is requesting approval of the Final Plat for Crow Industrial, NC Commerce Park Buildings 1-3 (approved for conditional rezoning by the City Council on 12/05/22). The Final Plat will include a total area of +/- 90.75 acres featuring five lots and +/-1.44 acres of dedicated right of way.

The Technical Review Committee (TRC) has reviewed the Final Plat and the applicant has revised the plat to reflect comments. As a condition of the approval of the rezoning request in December 2022, the City Council granted the applicant the ability to proceed with early recording of a final plat with improvements not yet constructed. The improvements, which include turn lanes, sidewalk, curb and gutter, public sewer, public water, streetscape, and permanent stormwater management devices, shall be bonded or a letter of credit provided prior to recordation.

Financial Impact

The developer has extended utilities at his own expense.

Recommendation

Staff recommends approval of the Final Plat.

Suggested Motion

Motion to approve the final plat as presented.

Attachments

1. Final Plat

SITE DATA TABLE			
PARCEL	EXISTING AREA	TOTAL AREA	NEW AREA
CRP/CHI MEBANE INDUSTRIAL OWNER, L.L.C. GPIN# 9804810638 DB _____ PG _____ PB 71, PG 495	3,109,466 SQ. FT. 71.383 AC.	3,952,934 SQ. FT. 90.746 AC.	R/W DEDICATION* 62,622 SQ. FT. 1.437 AC.
			LOT 1 1,397,697 SQ. FT. 32.087 AC.
CRP/CHI MEBANE INDUSTRIAL OWNER, L.L.C. GPIN# 9804720640 DB _____ PG _____ PB 76, PG 191	843,468 SQ. FT. 19.363 AC.	3,952,934 SQ. FT. 90.746 AC.	LOT 2 948,172 SQ. FT. 21.767 AC.
			LOT 3 1,011,096 SQ. FT. 23.211 AC.
			LOT 4 445,032 SQ. FT. 10.22 AC.
			LOT 5 88,316 SQ. FT. 2.03 AC.

*R/W DEDICATION:
±1,183 LINEAR FEET OF TROLLINGWOOD-HAWFIELDS ROAD
±878 LINEAR FEET OF SEN. RALPH SCOTT PARKWAY

GENERAL NOTES

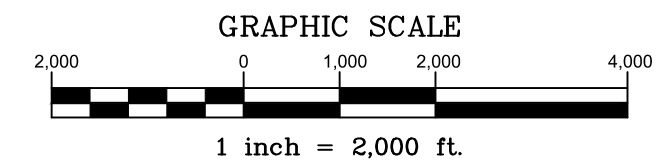
- THIS IS A MAJOR SUBDIVISION PLAT.
- TIE TO NGS MONUMENT SHOWN ON SHEET 2.
- BEARINGS ARE BASED ON NORTH CAROLINA STATE PLANE COORDINATE SYSTEM (NCSPCS) NAD 83/2011 FROM VRS DATA UTILIZING REAL TIME KINEMATICS SOLUTIONS.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET, UNLESS OTHERWISE NOTED.
- AREAS COMPUTED USING COORDINATE GEOMETRY.
- SITE ADDRESS: 1447 TROLLINGWOOD-HAWFIELDS RD, MEBANE, NC 27302
- FLOOD NOTE: A PORTION OF THIS SITE IS LOCATED IN A SPECIAL FLOOD HAZARD AREA OR FUTURE CONDITIONS FLOOD HAZARD AREAS, AS SHOWN ON:
FIRM PANEL: 3710980400 K
EFFECTIVE DATE: 11/17/2017
- ADJOINER INFORMATION SHOWN FROM ALAMANCE COUNTY GIS AS OF AUGUST 25, 2023, AT 3:00 PM.
- SEE SHEET 2 OF 5 FOR PROPERTY DETAILS.
- FIELDWORK WAS COMPLETED ON JULY 8, 2022.

REFERENCES

DB 998, PG 745	DB 2597, PG 330	DB 3859, PG 935
DB 3859, PG 941	DB 4365, PG 302	
PB 71, PG 495	PB 75, PG 460	PB 76, PG 104
PB 76, PG 191	PB 78, PG 121	PB 82, PG 91

VICINITY MAP

SCALE 1" = 2,000'



SURVEYORS CERTIFICATES

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE:
G.S. 47-30 (f)(11)(a). THIS SURVEY CREATES SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

I, DAVID E. BOWERS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTION RECORDED IN BOOK AND PAGE (AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AND DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE (AS SHOWN); THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000±; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS

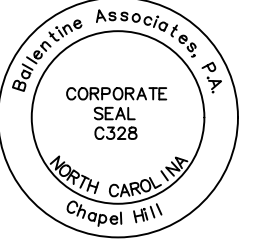
____ DAY OF _____, A.D. 2023.

DAVID E. BOWERS PLS L-4966

Ballentine
Associates, PA

221 Providence Road
Chapel Hill, NC 27514
919.929.0481
ballentineassociates.com

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OWNERS INFORMATION
CRP/CHI MEBANE INDUSTRIAL OWNER, L.L.C.
4525 SHARON RD, SUITE 250
CHARLOTTE, NC 28211
ATTN: MATT COCHRANE

DEVELOPERS INFORMATION
CRP/CHI MEBANE INDUSTRIAL OWNER, L.L.C.
4525 SHARON RD, SUITE 250
CHARLOTTE, NC 28211
ATTN: MATT COCHRANE

DEVELOPER'S REPRESENTATIVE
CHRISTOPHER URQUHART
P: 704.236.2440
E: curquhart@crowholdings.com

ISSUED	DATE
CITY OF MEBANE FOR REVIEW	23 MAY 23
CITY OF MEBANE FOR REVIEW	25 AUG 23
CITY OF MEBANE FOR REVIEW	30 AUG 23

CROW INDUSTRIAL
NC COMMERCE PARK BLDGS 1-3
1447 TROLLINGWOODS-HAWFIELDS ROAD
MEBANE, NC 27302
MELVILLE TOWNSHIP, ALAMANCE COUNTY, NORTH CAROLINA
MAJOR SUBDIVISION PLAT

JOB NUMBER:	122007.02
DATE:	23 MAY 23
SCALE:	1" = 2,000'
DRAWN BY:	VS / EJS
REVIEWED BY:	DEB

SHEET
1 OF 5

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 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 _____, Alamance 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 _____

BOOK NO. _____ PAGE NO. _____
/S/ _____

PLAT SHALL NOT BE RECORDED UNTIL SUCH TIME THAT CRP/CHI MEBANE INDUSTRIAL OWNER, L.L.C. BECOMES THE OWNER OF THE SUBJECT PROPERTY

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 _____

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.

Date _____ City Clerk _____

GENERAL NOTES

1. SEE SHEET 1 FOR GENERAL NOTES.

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE:
G.S. 47-30 (f)(1)(a). THIS SURVEY CREATES SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

DAVID E. BOWERS PLS L-4966

LEGEND

- EXISTING IRON PIPE
- EXISTING NCDOT MONUMENT
- ▲ CALCULATED PROPERTY CORNER
- ⊗ NGS MONUMENT
- ⊙ CONTROLLED ACCESS
- IRON PIPE SET
- SUBJECT PROPERTY LINE
- UNSURVEYED PROPERTY LINE
- R/W RIGHT OF WAY
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXIST. SANITARY SEWER EASEMENT
- ABANDONED PROPERTY LINE
- FEMA FLOODWAY
- FEMA 100-YR FLOOD HAZARD AREA
- CITY FLOOD HAZARD AREA

INTERSTATE 40-85
VARIABLE WIDTH PUBLIC R/W



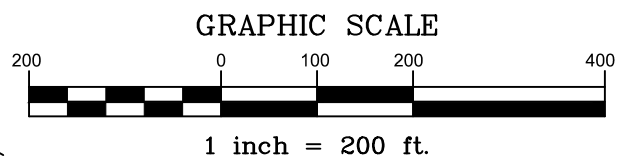
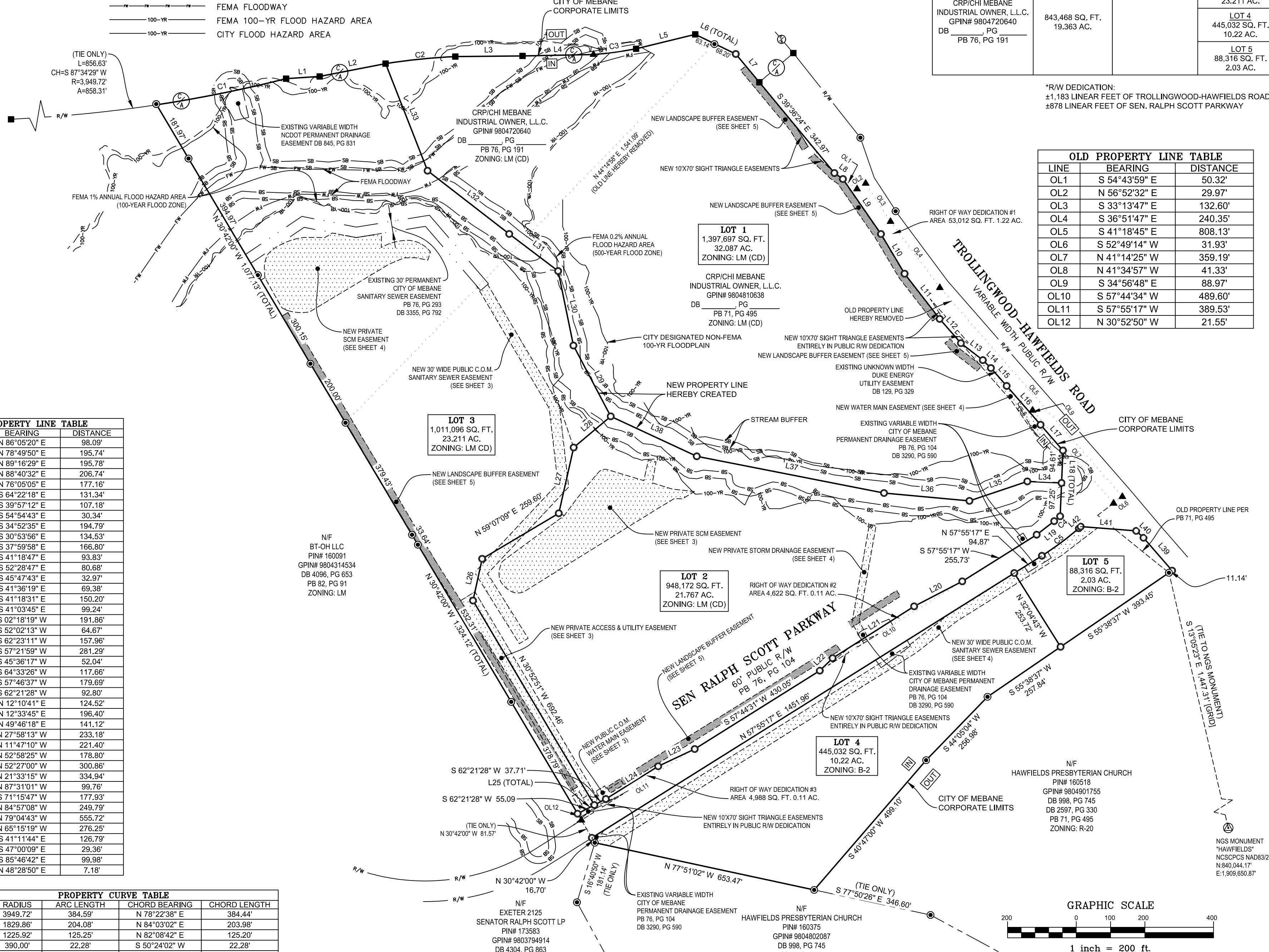
SITE DATA TABLE			
PARCEL	EXISTING AREA	TOTAL AREA	NEW AREA
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CRP/CHI MEBANE INDUSTRIAL OWNER, L.L.C. GPIN# 9804720640 DB _____, PG _____ PB 76, PG 191	843,468 SQ. FT. 19,363 AC.		LOT 5 88,316 SQ. FT. 2.03 AC.

*R/W DEDICATION:
±1,183 LINEAR FEET OF TROLLINGWOOD-HAWFIELDS ROAD
±878 LINEAR FEET OF SEN. RALPH SCOTT PARKWAY

OLD PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
OL1	S 54°43'59" E	50.32'
OL2	N 56°52'32" E	29.97'
OL3	S 33°13'47" E	132.60'
OL4	S 36°51'47" E	240.35'
OL5	S 41°18'45" E	808.13'
OL6	S 52°49'14" W	31.93'
OL7	N 41°14'25" W	359.19'
OL8	N 41°34'57" W	41.33'
OL9	S 34°56'48" E	88.97'
OL10	S 57°44'34" W	489.60'
OL11	S 57°55'17" W	389.53'
OL12	N 30°52'50" W	21.55'

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 86°05'20" E	98.09'
L2	N 78°49'50" E	195.74'
L3	N 89°16'29" E	195.78'
L4	N 88°40'32" E	206.74'
L5	N 76°05'05" E	177.16'
L6	S 64°22'18" E	131.34'
L7	S 39°57'12" E	107.18'
L8	S 54°54'43" E	30.34'
L9	S 34°52'35" E	194.79'
L10	S 30°53'56" E	134.53'
L11	S 37°59'58" E	166.80'
L12	S 41°18'47" E	93.83'
L13	S 52°28'47" E	80.68'
L14	S 45°47'43" E	32.97'
L15	S 41°36'19" E	69.38'
L16	S 41°18'31" E	150.20'
L17	S 41°03'45" E	99.24'
L18	S 02°18'19" W	191.86'
L19	S 52°02'13" W	64.67'
L20	S 62°23'11" W	157.96'
L21	S 57°21'59" W	281.29'
L22	S 45°36'17" W	52.04'
L23	S 64°33'26" W	117.66'
L24	S 57°46'37" W	179.69'
L25	S 62°21'28" W	92.80'
L26	N 12°10'41" E	124.52'
L27	N 12°33'45" E	196.40'
L28	N 49°46'18" E	141.12'
L29	N 27°58'13" W	233.18'
L30	N 11°47'10" W	221.40'
L31	N 52°58'25" W	178.80'
L32	N 52°27'00" W	300.86'
L33	N 21°33'15" W	334.94'
L34	N 87°31'01" W	99.76'
L35	S 71°15'47" W	177.93'
L36	N 84°57'08" W	249.79'
L37	N 79°04'43" W	555.72'
L38	N 65°15'19" W	276.25'
L39	S 41°11'44" E	126.79'
L40	S 47°00'09" E	29.36'
L41	S 85°46'42" E	99.98'
L42	N 48°28'50" E	7.18'

PROPERTY CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	3949.72'	384.59'	N 78°22'38" E	384.44'
C2	1829.86'	204.08'	N 84°03'02" E	203.98'
C3	1225.92'	125.25'	N 82°08'42" E	125.20'
C4	390.00'	22.28'	S 50°24'02" W	22.28'
C5	830.00'	134.19'	N 53°06'43" E	134.04'



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Chapel Hill, NC 27514
ballentineassociates.com

CORPORATE
SEAL
C328
NORTH CAROLINA
Chapel Hill

OWNERS INFORMATION
CRP/CHI MEBANE INDUSTRIAL OWNER, L.L.C.
4525 SHARON RD, SUITE 250
CHARLOTTE, NC 28211
ATTN: MATT COCHRANE

DEVELOPERS INFORMATION
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DEVELOPER'S REPRESENTATIVE
CHRISTOPHER URQUHART
P: 704.236.2440
E: curquhart@crowholdings.com

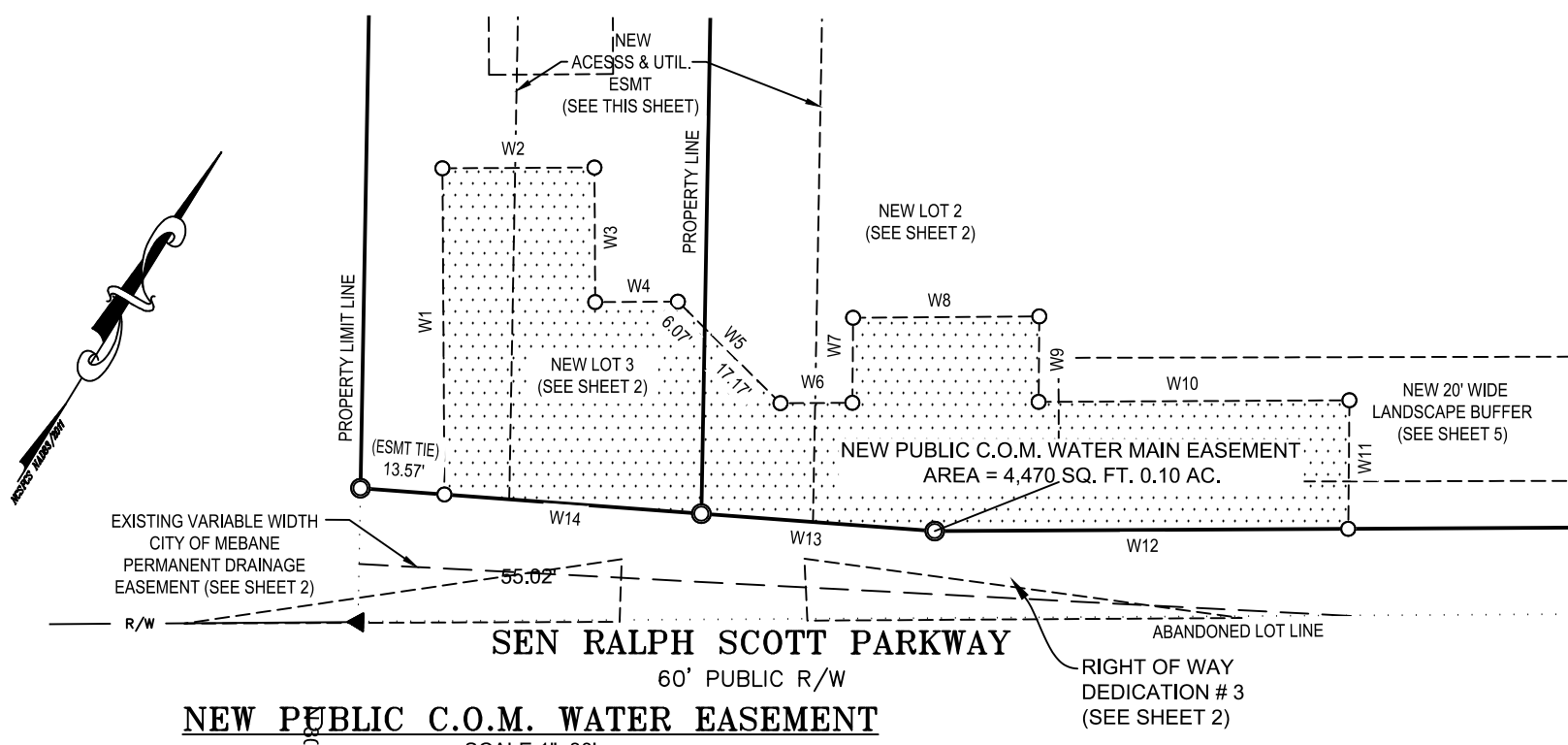
DATE	ISSUED
23 MAY 23	CITY OF MEBANE FOR REVIEW
25 AUG 23	CITY OF MEBANE FOR REVIEW
30 AUG 23	CITY OF MEBANE FOR REVIEW

CROW INDUSTRIAL
NC COMMERCE PARK BLDGS 1-3
1447 TROLLINGWOODS-HAWFIELDS ROAD
MEBANE, NC 27302

MELVILLE TOWNSHIP, ALAMANCE COUNTY, NORTH CAROLINA
MAJOR SUBDIVISION PLAT

JOB NUMBER:	122007.02
DATE:	23 MAY 23
SCALE:	1"=200'
DRAWN BY:	VS / EJS
REVIEWED BY:	DEB

SHEET
2 OF 5



NEW PUBLIC C.O.M. WATER EASEMENT
SCALE 1"=30'

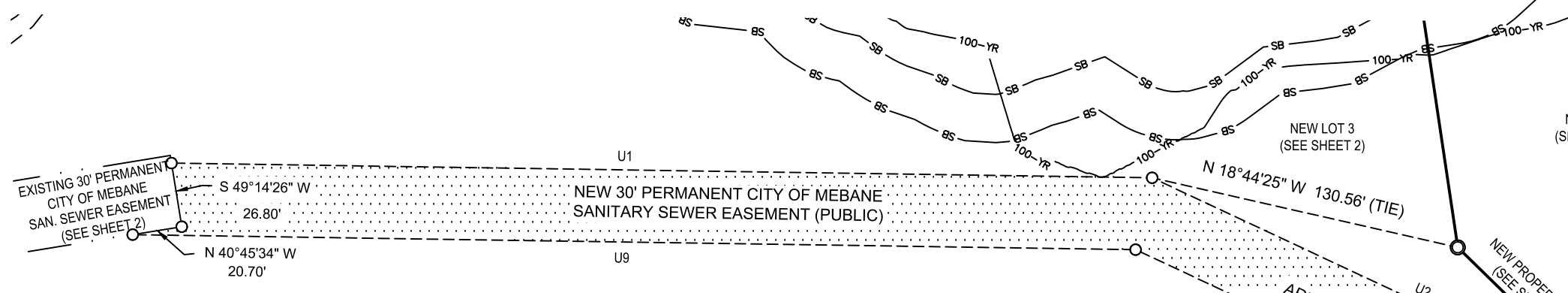
LINE	BEARING	DISTANCE
W1	N 32°15'33" W	52.54'
W2	N 57°47'50" E	24.49'
W3	S 32°13'12" E	21.67'
W4	N 57°46'48" E	13.34'
W5	S 77°11'01" E	23.24'
W6	N 57°48'04" E	11.60'
W7	N 31°27'07" W	13.70'
W8	N 57°40'36" E	30.00'
W9	S 31°27'07" E	13.76'
W10	N 57°48'05" E	50.08'
W11	S 31°24'31" E	20.70'
W12	S 57°46'37" W	66.62'
W13	S 62°21'28" W	37.71'
W14	S 62°21'28" W	41.52'

GENERAL NOTES

1. SEE SHEET 1 FOR GENERAL NOTES.

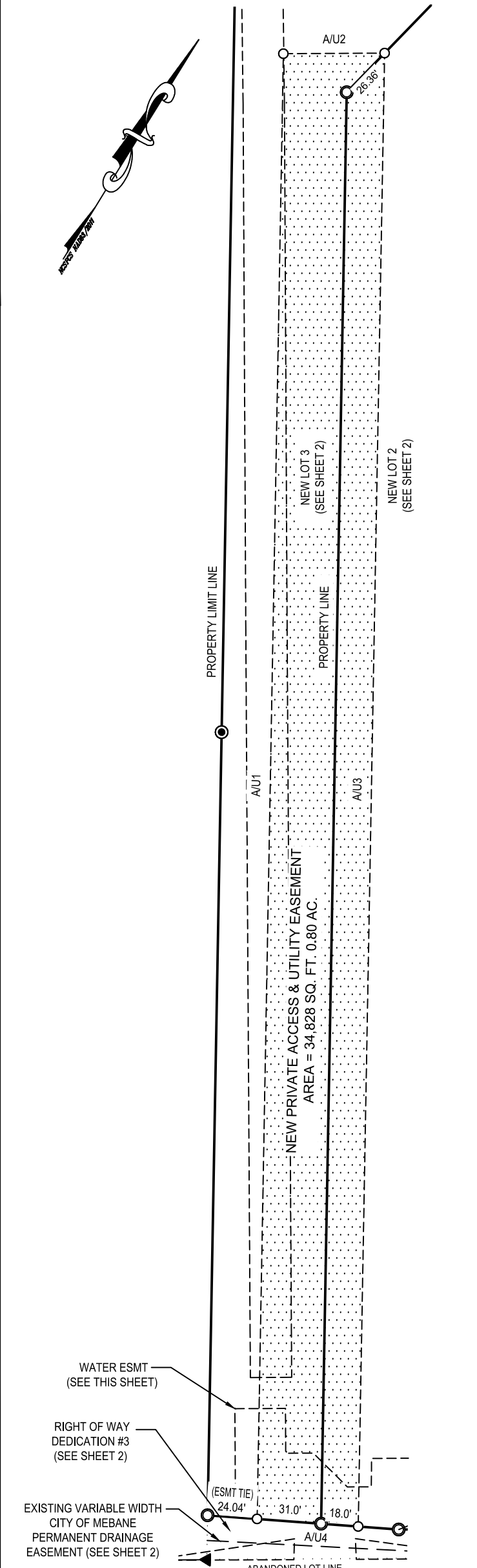
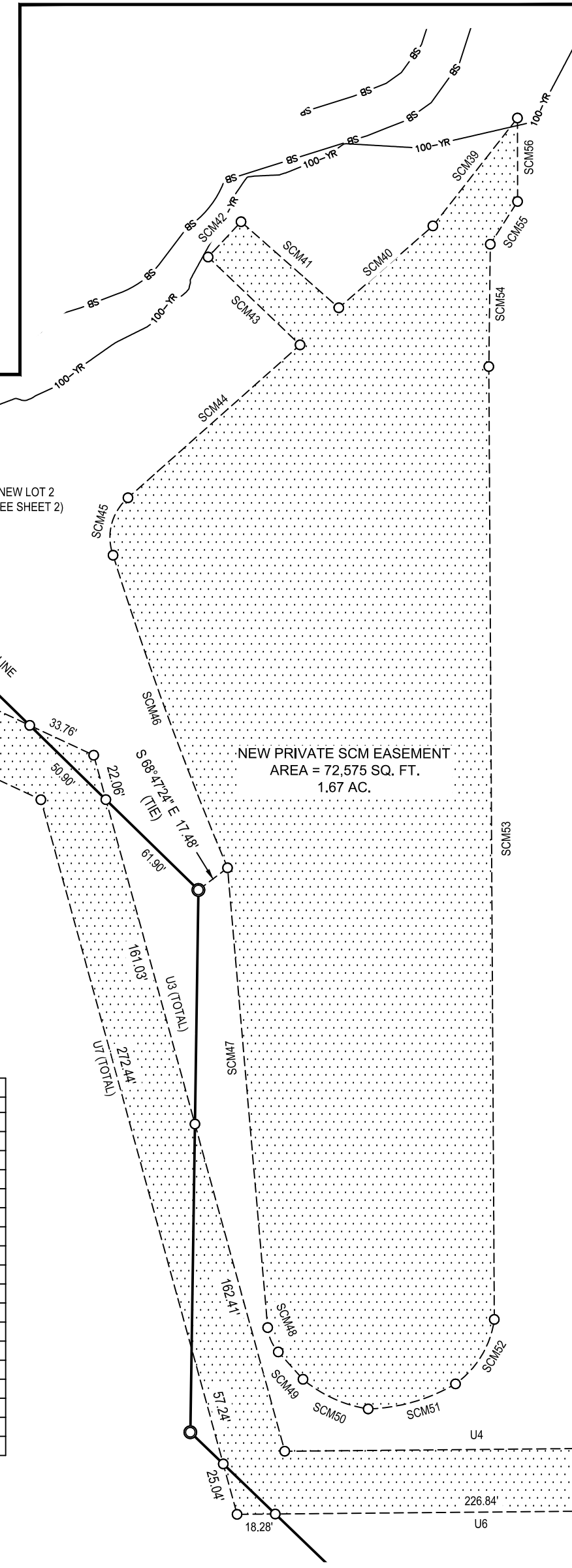
LEGEND

- EXISTING IRON PIPE
- EXISTING NCDOT MONUMENT
- ▲ CALCULATED PROPERTY CORNER
- ⊙ NGS MONUMENT
- ⊙ CONTROLLED ACCESS
- ⊙ IRON PIPE SET
- SUBJECT PROPERTY LINE
- - - UNSURVEYED PROPERTY LINE
- R/W RIGHT OF WAY
- - - EXISTING EASEMENT
- - - PROPOSED EASEMENT
- - - EXIST. SANITARY SEWER EASEMENT
- - - ABANDONED PROPERTY LINE
- - - FEMA FLOODWAY
- - - FEMA 100-YR FLOOD HAZARD AREA
- - - CITY FLOOD HAZARD AREA



LINE	BEARING	DISTANCE
U1	S 30°42'00" E	407.62'
U2	S 06°32'06" E	240.28'
U3	S 43°05'41" W	345.49'
U4	S 32°04'44" E	222.02'
U5	S 57°55'16" W	30.00'
U6	N 32°04'44" W	245.12'
U7	N 43°05'41" E	354.72'
U8	N 06°32'06" W	219.98'
U9	N 30°42'00" W	417.78'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
SCM39			N 83°28'41" W	65.62'
SCM40			N 72°36'23" W	59.71'
SCM41			N 09°48'14" E	62.34'
SCM42			N 78°31'42" W	23.08'
SCM43			S 12°09'07" W	60.87'
SCM44			N 73°11'01" W	110.19'
SCM45	25.00'	30.22'	S 72°58'04" W	28.42'
SCM46	1660.19'	159.40'	S 38°20'08" W	159.34'
SCM47			S 53°27'08" W	220.90'
SCM48	20.00'	12.94'	S 34°54'52" W	12.72'
SCM49			S 16°22'35" W	17.66'
SCM50	62.94'	34.71'	S 07°07'45" E	34.27'
SCM51	87.52'	43.94'	S 47°34'20" E	43.48'
SCM52	45.40'	37.01'	N 89°28'46" E	35.99'
SCM53			N 58°06'46" E	456.14'
SCM54			N 59°08'26" E	58.56'
SCM55			S 89°01'32" E	24.28'
SCM56			N 58°20'37" E	39.95'



NEW PRIVATE ACCESS & UTILITY EASEMENT
SCALE 1"=60'

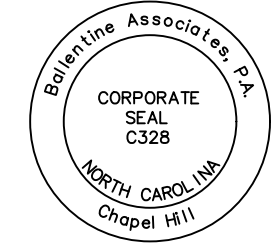
LINE	BEARING	DISTANCE
A/U1	N 30°42'00" W	708.82'
A/U2	N 57°46'26" E	49.01'
A/U3	S 30°52'51" E	712.74'
A/U4	S 62°21'28" W	49.08'

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE:
G.S. 47-30 (f)(1)(a). THIS SURVEY CREATES SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

DAVID E. BOWERS PLS L-4966



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Chapel Hill, NC 27514
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ballentineassociates.com



OWNERS INFORMATION
CRP/CHI MEBANE INDUSTRIAL OWNER, L.L.C.
4525 SHARON RD, SUITE 250
CHARLOTTE, NC 28211
ATTN: MATT COCHRANE

DEVELOPERS INFORMATION
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DEVELOPER'S REPRESENTATIVE
CHRISTOPHER URQUHART
P: 704.236.2440
E: curquhart@crowholdings.com

ISSUED	DATE
CITY OF MEBANE FOR REVIEW	23 MAY 23
CITY OF MEBANE FOR REVIEW	25 AUG 23
CITY OF MEBANE FOR REVIEW	30 AUG 23

CROW INDUSTRIAL
NC COMMERCE PARK BLDGS 1-3
1447 TROLLINGWOODS-HAWFIELDS ROAD
MEBANE, NC 27302
MELVILLE TOWNSHIP, ALAMANCE COUNTY, NORTH CAROLINA
MAJOR SUBDIVISION PLAT

JOB NUMBER: 122007.02
DATE: 23 MAY 23
SCALE: AS SHOWN
DRAWN BY: VS / EJS
REVIEWED BY: DEB

SHEET
3 OF 5

GENERAL NOTES

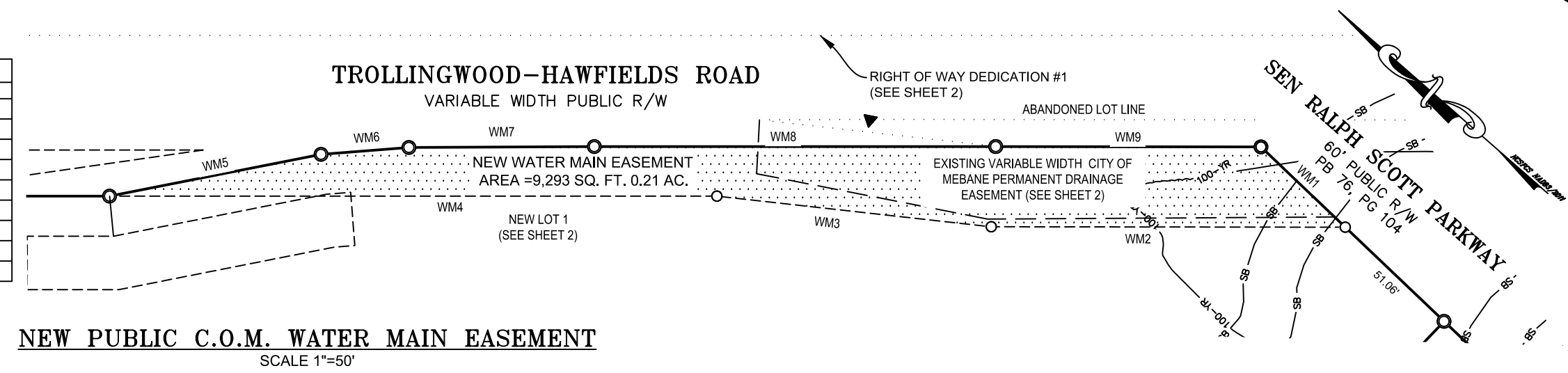
1. SEE SHEET 1 FOR GENERAL NOTES.

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REGULATES PARCELS OF LAND.

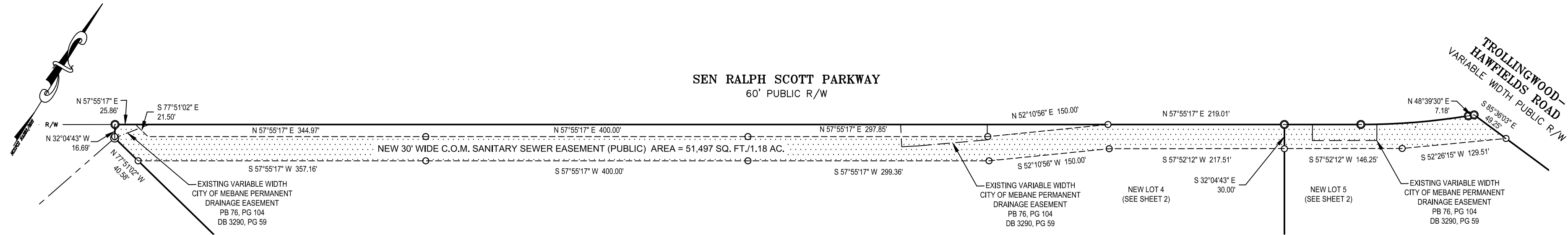
DAVID E. BOWERS PLS L-4966



WATER MAIN LINE EASEMENT		
LINE	BEARING	DISTANCE
WM1	S 02°18'19" W	43.55'
WM2	N 41°14'25" W	132.45'
WM3	N 34°56'49" W	103.29'
WM4	N 41°18'46" W	227.25'
WM5	S 52°28'47" E	80.68'
WM6	S 45°47'43" E	32.97'
WM7	S 41°36'19" E	69.38'
WM8	S 41°18'31" E	150.20'
WM9	S 41°14'25" E	99.24'



NEW PUBLIC C.O.M. WATER MAIN EASEMENT
SCALE 1"=50'

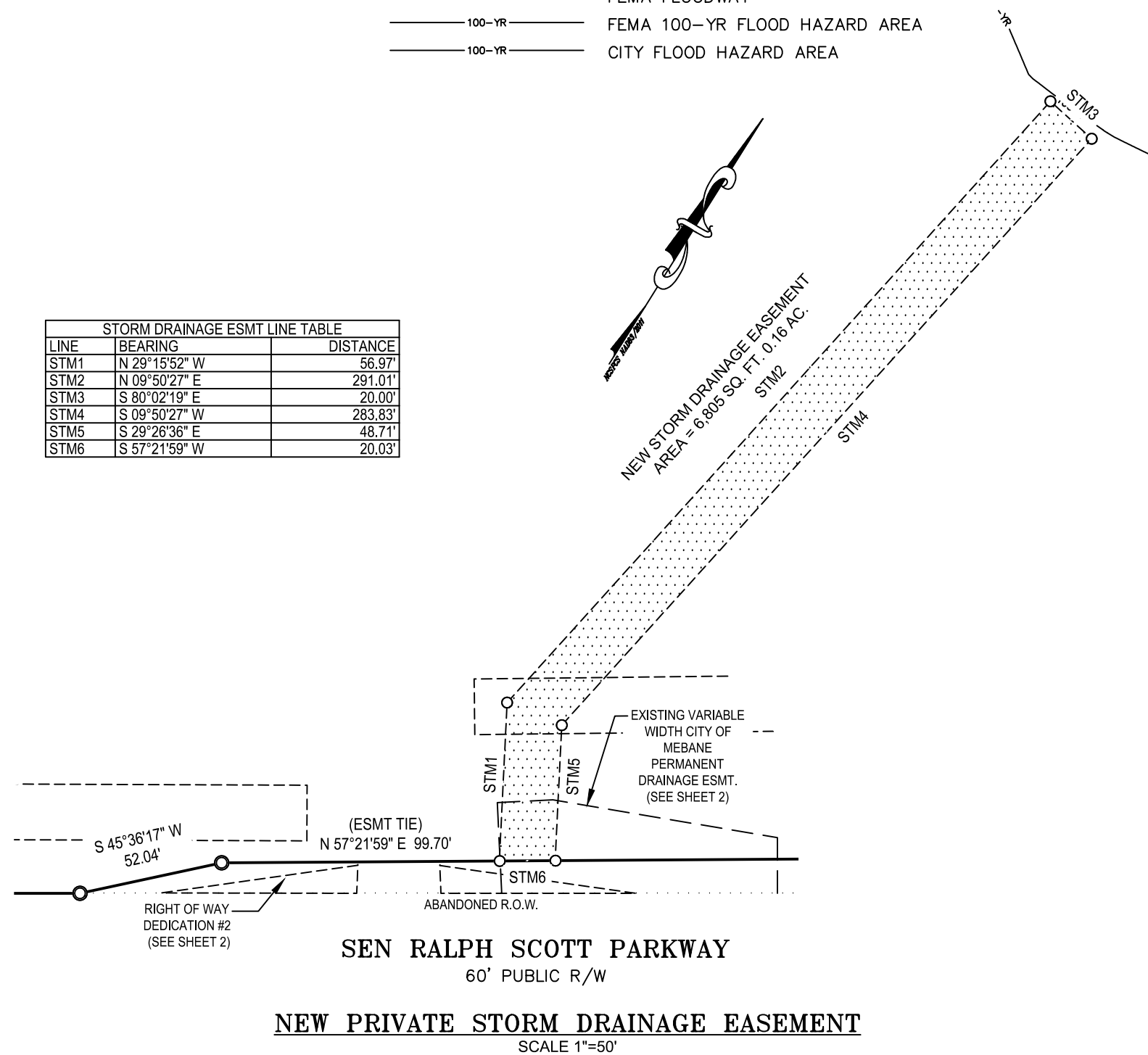


NEW C.O.M. SANITARY SEWER EASEMENT
SCALE 1"=100'

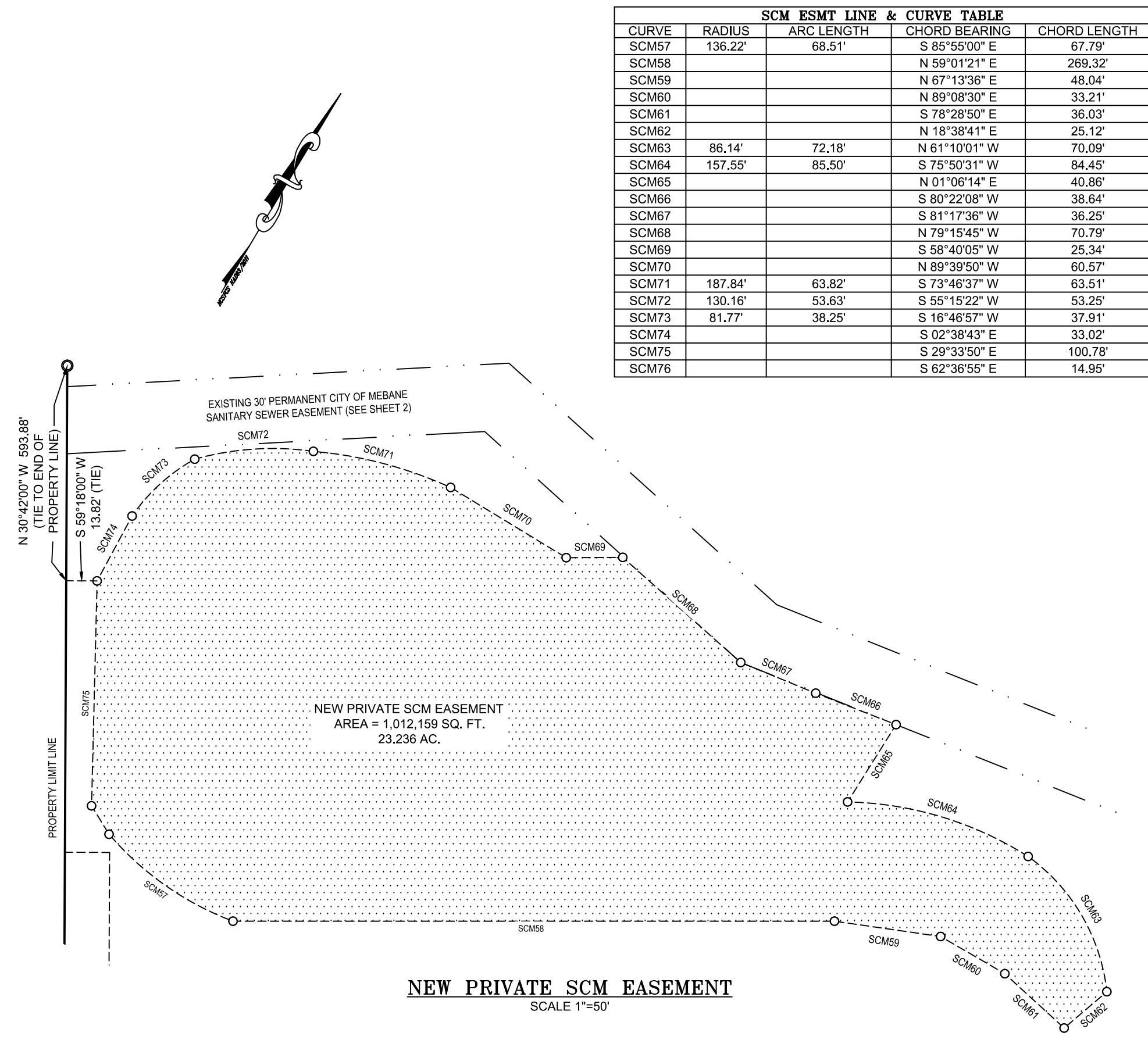
LEGEND

- EXISTING IRON PIPE
- ▲ EXISTING NCDOT MONUMENT
- CALCULATED PROPERTY CORNER
- ⊙ NGS MONUMENT
- ⊗ CONTROLLED ACCESS
- IRON PIPE SET
- SUBJECT PROPERTY LINE
- - - UNSURVEYED PROPERTY LINE
- R/W RIGHT OF WAY
- - - EXISTING EASEMENT
- - - PROPOSED EASEMENT
- - - EXIST. SANITARY SEWER EASEMENT
- - - ABANDONED PROPERTY LINE
- - - FEMA FLOODWAY
- - - FEMA 100-YR FLOOD HAZARD AREA
- - - CITY FLOOD HAZARD AREA

STORM DRAINAGE ESMT LINE TABLE		
LINE	BEARING	DISTANCE
STM1	N 29°15'52" W	56.97'
STM2	N 09°50'27" E	291.01'
STM3	S 80°02'19" E	20.00'
STM4	S 09°50'27" W	283.83'
STM5	S 29°26'36" E	48.71'
STM6	S 57°21'59" W	20.03'



NEW PRIVATE STORM DRAINAGE EASEMENT
SCALE 1"=50'

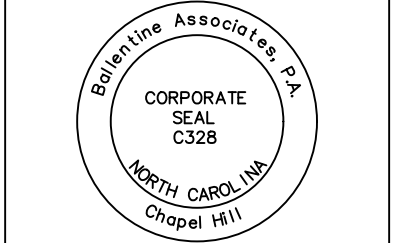


NEW PRIVATE SCM EASEMENT
SCALE 1"=50'

SCM ESMT LINE & CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
SCM57	136.22'	68.51'	S 85°55'00" E	67.79'
SCM58			N 59°01'21" E	269.32'
SCM59			N 67°13'36" E	48.04'
SCM60			N 89°08'30" E	33.21'
SCM61			S 78°28'50" E	36.03'
SCM62			N 18°38'41" E	25.12'
SCM63	86.14'	72.18'	N 61°10'01" W	70.09'
SCM64	157.55'	85.50'	S 75°50'31" W	84.45'
SCM65			N 01°06'14" E	40.86'
SCM66			S 80°22'08" W	38.64'
SCM67			S 81°17'36" W	36.25'
SCM68			N 79°15'45" W	70.79'
SCM69			S 58°40'05" W	25.34'
SCM70			N 89°39'50" W	60.57'
SCM71	187.84'	63.82'	S 73°46'37" W	63.51'
SCM72	130.16'	53.63'	S 55°15'22" W	53.25'
SCM73	81.77'	38.25'	S 16°46'57" W	37.91'
SCM74			S 02°38'43" E	33.02'
SCM75			S 29°33'50" E	100.78'
SCM76			S 62°36'55" E	14.95'

Ballentine Associates, PA
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Chapel Hill, NC 27514

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CHARLOTTE, NC 28211
ATTN: MATT COCHRANE

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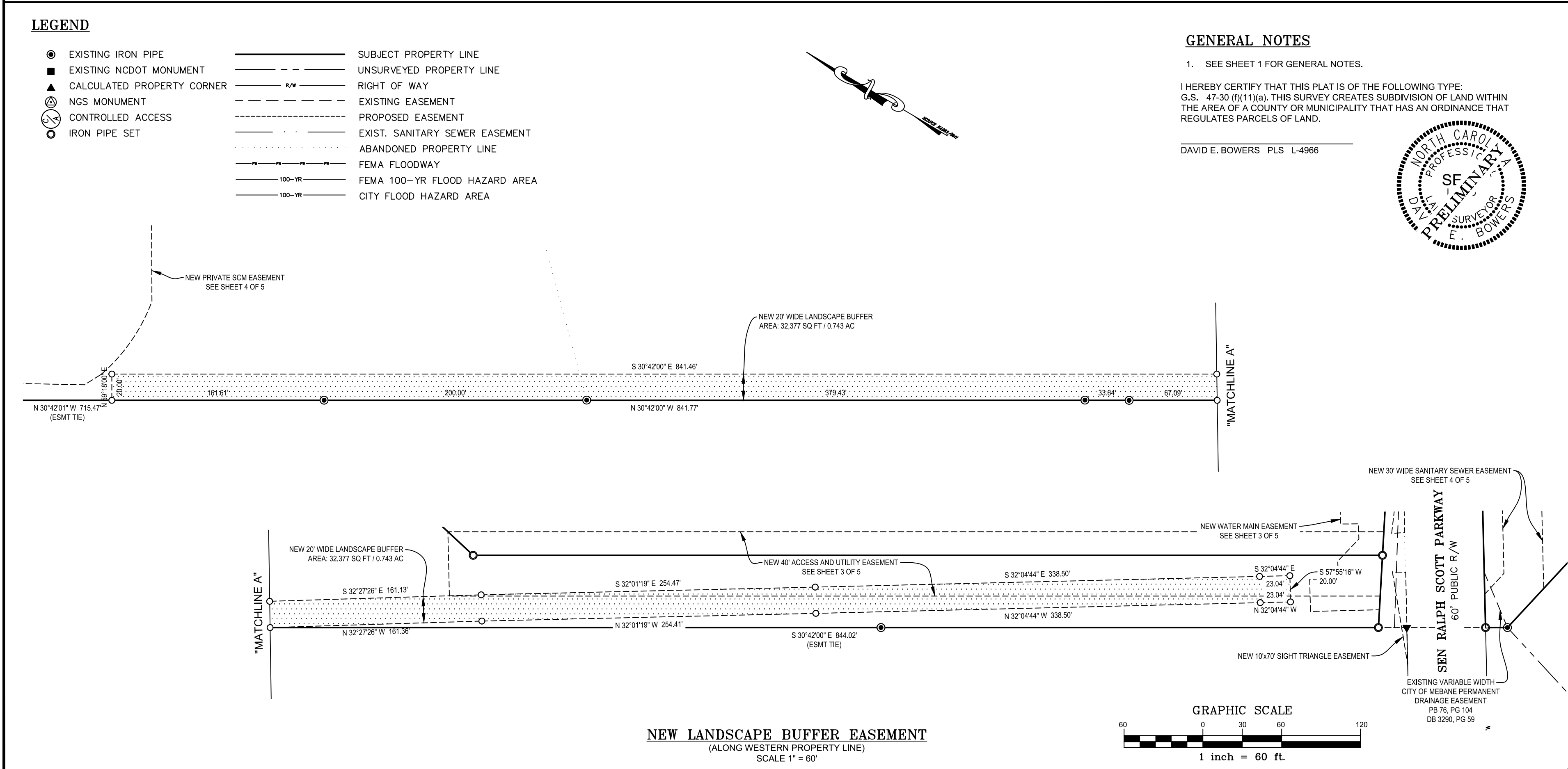
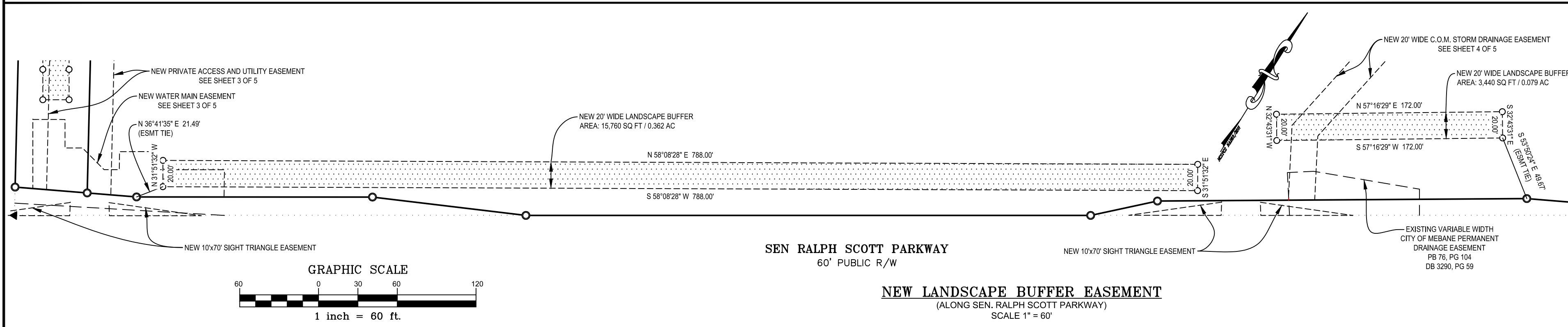
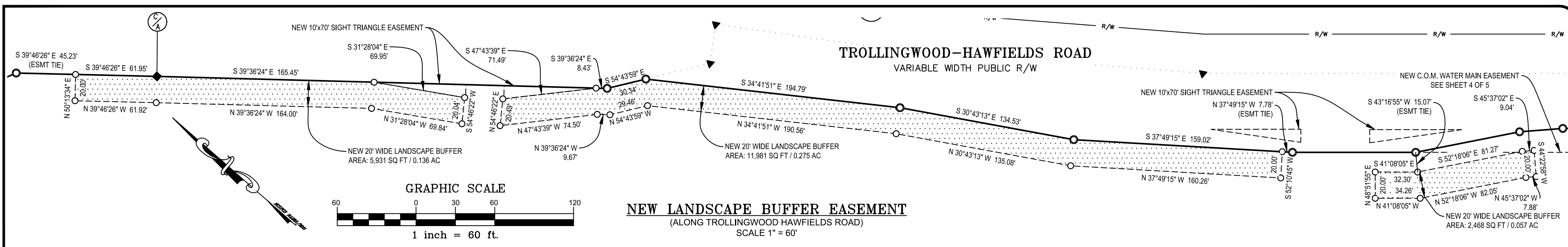
DEVELOPER'S REPRESENTATIVE
CHRISTOPHER URQUHART
P: 704.236.2440
E: curquhart@crowholdings.com

ISSUED	DATE
CITY OF MEBANE FOR REVIEW	23 MAY 23
CITY OF MEBANE FOR REVIEW	25 AUG 23
CITY OF MEBANE FOR REVIEW	30 AUG 23

CROW INDUSTRIAL
NC COMMERCE PARK BLDGS 1-3
1447 TROLLINGWOODS-HAWFIELDS ROAD
MEBANE, NC 27302
MELVILLE TOWNSHIP, ALAMANCE COUNTY, NORTH CAROLINA
MAJOR SUBDIVISION PLAT

JOB NUMBER: 122007.02
DATE: 23 MAY 23
SCALE: 1" = 50'
DRAWN BY: VS / EJS
REVIEWED BY: DEB

SHEET
4 OF 5



LEGEND

- EXISTING IRON PIPE
- ▲ EXISTING NCDOT MONUMENT
- CALCULATED PROPERTY CORNER
- ⊙ NGS MONUMENT
- ⊙ CONTROLLED ACCESS
- IRON PIPE SET
- SUBJECT PROPERTY LINE
- - - UNSURVEYED PROPERTY LINE
- R/W RIGHT OF WAY
- - - EXISTING EASEMENT
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- - - FEMA 100-YR FLOOD HAZARD AREA
- - - CITY FLOOD HAZARD AREA

GENERAL NOTES

1. SEE SHEET 1 FOR GENERAL NOTES.

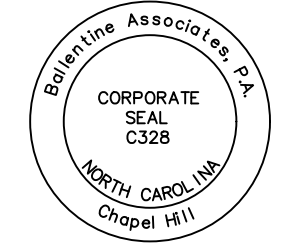
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DAVID E. BOWERS PLS L-4966



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MAJOR SUBDIVISION PLAT

JOB NUMBER: 122007.02
DATE: 23 MAY 23
SCALE: 1" = 60'
DRAWN BY: VS / EJS
REVIEWED BY: DEB

SHEET
5 OF 5

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 and reapproved at its June 5, 2023, meeting.

Financial Impact

The developer has extended utilities at his own expense.

Recommendation

Staff recommends approval of the Final Plat.

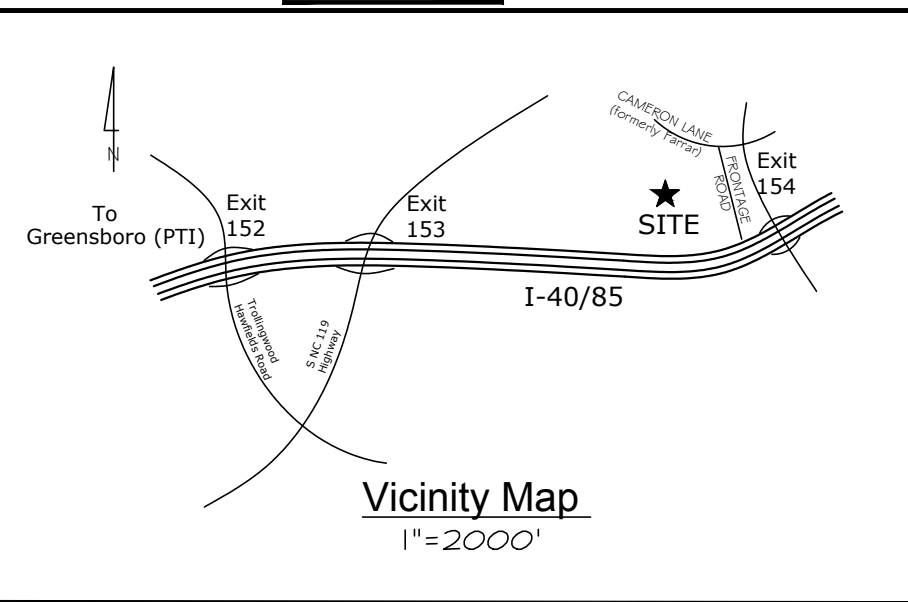
Suggested Motion

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	74.87'	50.000	106°01'14"	42.52'
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	014°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°44'10"	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'

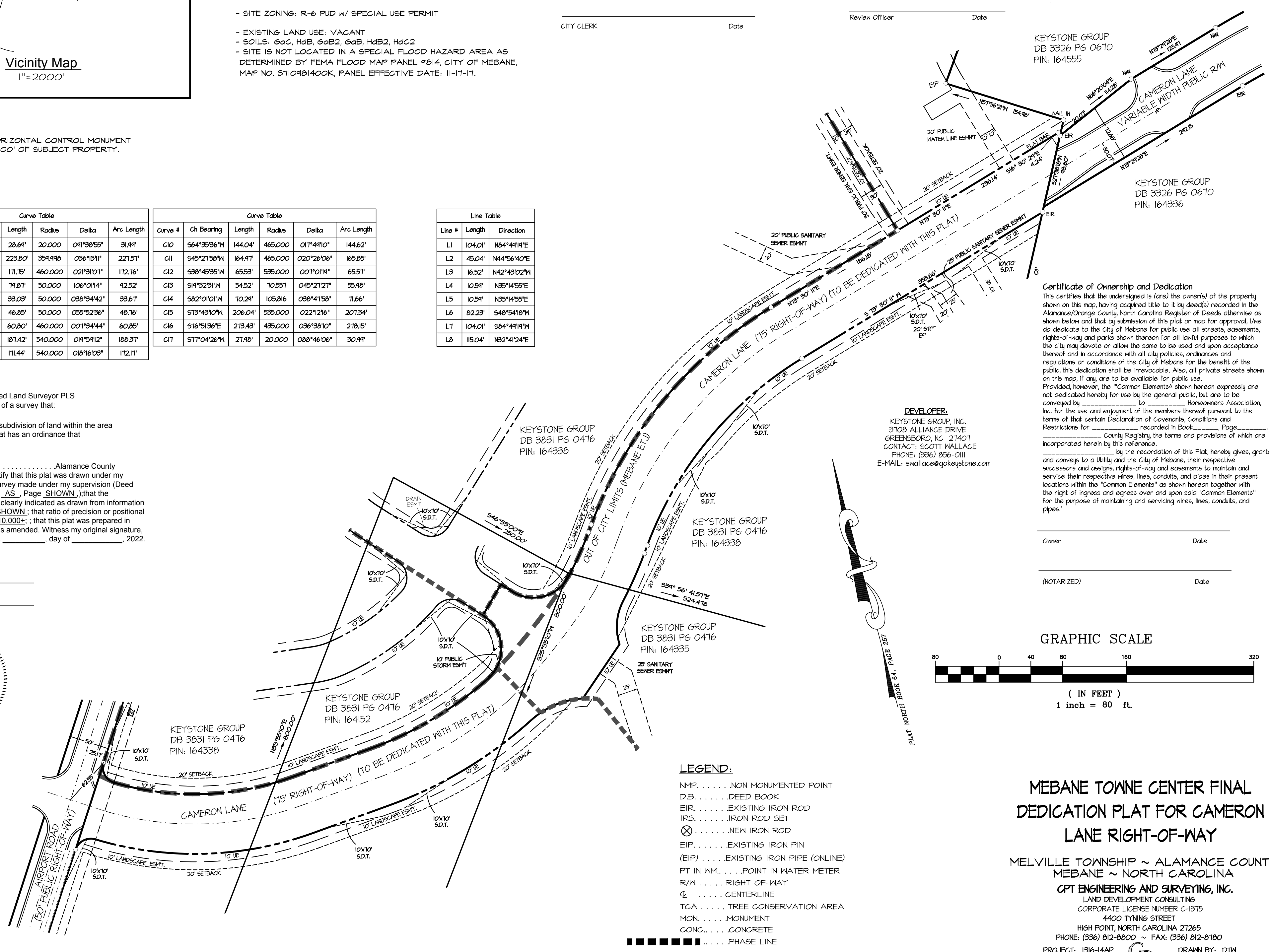
Line Table		
Line #	Length	Direction
L1	104.01'	N84°44'14"E
L2	45.04'	N44°56'40"E
L3	16.52'	N42°43'02"W
L4	10.59'	N85°14'55"E
L5	10.59'	N85°14'55"E
L6	82.23'	S48°54'18"W
L7	104.01'	S84°44'14"W
L8	115.04'	N32°41'24"E

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

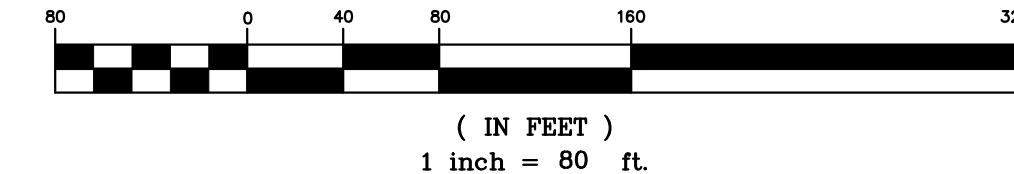


Certificate of Ownership and Dedication

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 _____

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

Carry Forward Budget Ordinance Amendment

Meeting Date

September 5, 2023

Presenter

Daphna Schwartz, Finance Director

Public Hearing

Yes No

Summary

Staff is requesting a budget amendment to carry forward unencumbered funds from the fiscal year 2022-2023 budget to the fiscal year 2023-2024 budget.

Background

Every year the City experiences delays with budgeted projects and as a result has unencumbered funds at the end of the fiscal year for particular initiatives. A request is brought forward to the City Council to carry forward, or re-budget these funds in the new fiscal year. These funds are budgeted from appropriated fund balance.

The carry forward requests for the FY22-23 budget are the following:

Fund	Project	Amount
General Fund	Fiddler Stage	\$ 2,000
General Fund	East Graham Stormwater Project	\$ 34,500
General Fund	Public Works and Public Utilities Expansion Study	\$ 22,500
General Fund Total		\$ 59,000
Utility Fund	Public Works and Public Utilities Expansion Study	\$ 22,500
Utility Fund	Graham WWTP Expansion Engineering Study	\$ 15,000
Utility Fund Total		\$ 37,500

Financial Impact

The fund balance appropriated for general fund and utility fund will increase by \$59,000 and \$37,500 respectively.

Recommendation

Staff recommends approving the FY23-24 Budget Ordinance Amendment.

Suggested Motion

Motion to approve the FY23-24 Budget Ordinance Amendment as presented.

Attachments

1. FY23-24 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 2023 as duly adopted on June 5, 2023, is hereby amended as follows:

ARTICLE I

APPROPRIATIONS	Current Budget	Change	Revised Budget
Utility Fund - Utilities Maintenance	\$ 6,359,116	\$ 22,500	\$ 6,381,616
Utility Fund - WRRF	\$ 2,651,173	\$ 15,000	\$ 2,666,173
General Fund - Public Works	\$ 3,605,767	\$ 57,000	\$ 3,662,767
General Fund - Recreation & Parks	\$ 3,234,329	\$ 2,000	\$ 3,236,329

ARTICLE II

REVENUES	Current Budget	Change	Revised Budget
Utility Fund - Appropriated Fund Balance	\$ 2,700,295	\$ 37,500	\$ 2,737,795
General Fund - Appropriated Fund Balance	\$ 3,782,616	\$ 59,000	\$ 3,841,616

This the 5th day of September, 2023.

AGENDA ITEM #6

Ordinance to Extend the Corporate Limits-
Voluntary Contiguous Annexation-
Hawfields Presbyterian Church, Inc.

Meeting Date

September 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 +/- 22.04 acres located in Alamance County on S. NC 119 Hwy. This property includes the child care building and the ball fields.

Background

At the August 7 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 September 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 +/- 22.04 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. 164

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

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

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Glendel Stephenson Municipal Building at 6:00 p.m. on September 5, 2023, after due notice by the Mebane Enterprise on August 23, 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 September 5, 2023:

BEGINNING AT A 1"EIP (EXISTING IRON PIPE) ON THE SOUTHWEST SIDE OF TROLLINGWOOD-HAWFIELDS ROAD, THE SOUTHEAST CORNER OF THE SARAH S. BRADLEY PROPERTY; THENCE WITH SAID SARAH S. BRADLEY S55°38'31"W A DISTANCE OF 640.16' TO A 1"EIP; THENCE S44°03'48"W A DISTANCE OF 256.96' TO A POINT 1"EIP; THENCE S40°48'42"W A DISTANCE OF 499.13' TO A POINT IN THE LINE OF HAWFIELDS PRESBYTERIAN CHURCH, INC.; THENCE WITH SAID HAWFIELDS PRESBYTERIAN CHURCH, INC. S77°50'12"E A DISTANCE OF 346.72' TO A POINT; THENCE S35°54'58"E A DISTANCE OF 488.40' TO A POINT; THENCE N58°25'02"E A DISTANCE OF 300.30' TO A POINT; THENCE N32°42'58"W A DISTANCE OF 152.80' TO A POINT; THENCE N58°17'40"E A DISTANCE OF 793.98' TO A POINT IN THE R/W OF SAID TROLLINGWOOD-HAWFIELDS ROAD; THENCE WITH SAID R/W N31°44'19"W A DISTANCE OF 83.47' TO A NCDOT R/W DISK; THENCE N29°31'37"W A DISTANCE OF 246.45' TO A POINT; THENCE N61°41'15"E A DISTANCE OF 11.00' TO A POINT; THENCE N31°03'36"W A DISTANCE OF 328.06' TO A POINT; THENCE N44°34'58"W A DISTANCE OF 165.00' TO A POINT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 22.04 ACRES, 0.034 SQ. MILES AND BEING ALL OF ALAMANCE COUNTY PARCEL ID:160518, PROPERTY OF HAWFIELDS PRESBYTERIAN CHURCH, INC. 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 JULY 20, 2023

Section 2. Upon and after September 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 5th day of September, 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 56.1600). THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

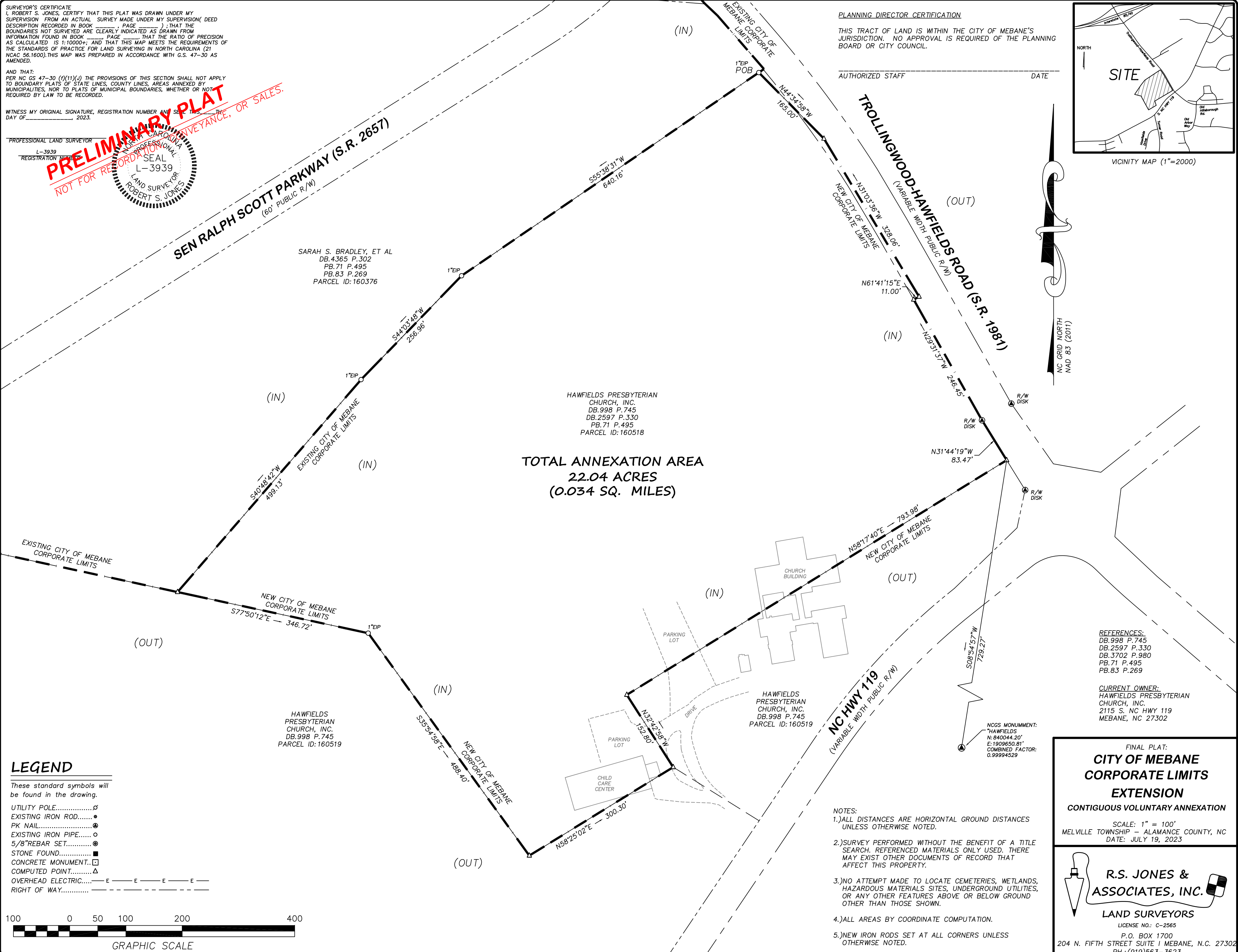
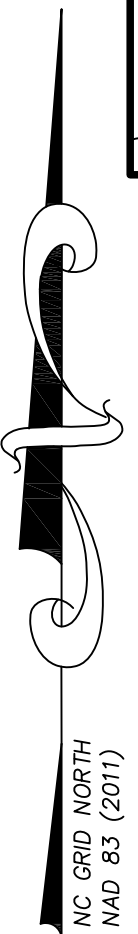
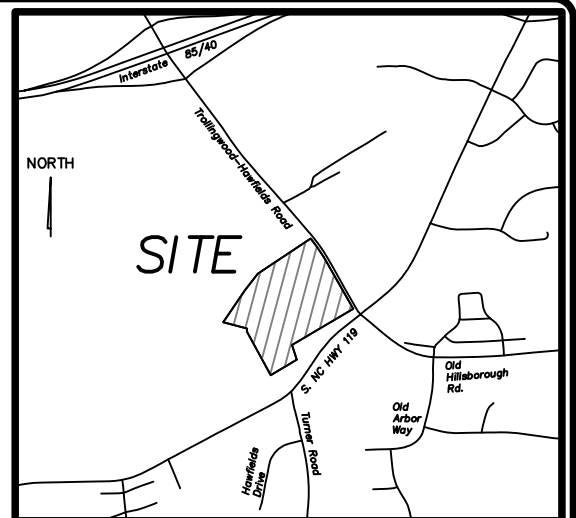
AND THAT:
 PER NC CS 47-30 (1)(11)(J) THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED.

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

PROFESSIONAL LAND SURVEYOR
 L-3939
 REGISTRATION NUMBER
 SEAL
 L-3939
 LAND SURVEYOR
 ROBERT S. JONES

PRELIMINARY PLAT
 NOT FOR RECORDATION, EASEMENT, 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 _____



TOTAL ANNEXATION AREA
22.04 ACRES
(0.034 SQ. MILES)

REFERENCES:
 DB.998 P.745
 DB.2597 P.330
 DB.3702 P.980
 PB.71 P.495
 PB.83 P.269

CURRENT OWNER:
 HAWFIELDS PRESBYTERIAN CHURCH, INC.
 2115 S. NC HWY 119
 MEBANE, NC 27302

LEGEND

- These standard symbols will be found in the drawing.
- UTILITY POLE.....
 - EXISTING IRON ROD.....
 - PK NAIL.....
 - EXISTING IRON PIPE.....
 - 5/8\"/>



- NOTES:
- 1.) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
 - 2.) SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH. REFERENCED MATERIALS ONLY USED. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT AFFECT THIS PROPERTY.
 - 3.) NO ATTEMPT MADE TO LOCATE 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.

FINAL PLAT:
CITY OF MEBANE CORPORATE LIMITS EXTENSION
 CONTIGUOUS VOLUNTARY ANNEXATION

SCALE: 1" = 100'
 MELVILLE TOWNSHIP - ALAMANCE COUNTY, NC
 DATE: JULY 19, 2023

R.S. JONES & ASSOCIATES, INC.
 LAND SURVEYORS
 LICENSE NO.: C-2565
 P.O. BOX 1700
 204 N. FIFTH STREET SUITE 1 MEBANE, N.C. 27302
 PH.: (919) 563-3623



AGENDA ITEM #7

Racial Equity Advisory Committee (REAC) Discussion on Government Alliance on Race & Equity (GARE) Membership

Meeting Date

September 5, 2023

Presenter

Chris Rollins, City Manager

Public Hearing

Yes No

Summary

The REAC proposes that the City become a member of the Government Alliance on Race & Equity (GARE). At the July Council meeting, the item was presented, and the Council had some additional questions regarding GARE membership. Those questions were asked of GARE and responses were provided.

Background

At the May REAC meeting, GARE membership was discussed. The Committee requested Dr. De Marco share information about the organization with City Council.

Financial Impact

Membership dues are \$1000.00 annually. REAC funds have been appropriated in the FY 24 budget and can be used for this purpose.

Recommendation

The REAC recommends the Council's support of the City's membership to GARE.

Suggested Motion

A motion to support/deny the City's membership into GARE.

Attachments

1. Email response from GARE

From: [Cathy Albisa](#)
To: [Beatrice Hunter](#)
Cc: [Chris Rollins](#)
Subject: Re: GARE membership
Date: Tuesday, August 29, 2023 1:56:08 PM

Thank you Beatrice. It was a pleasure to connect earlier. Below are some answers. Please let me know if you need more.

Cathy Albisa | pronouns: she/her
VP of Institutional and Sectoral Change, Race Forward
Government Alliance on Race and Equity (GARE)
[e calbisa@raceforward.org](mailto:calbisa@raceforward.org)
[p 917.971.8289](tel:917.971.8289)

raceforward.org | colorlines.com | racialequityalliance.org
[Facebook](#) | [Youtube](#) | [Twitter](#) | [Instagram](#)
[Donate](#)

Sign-up for the [GARE e-newsletter](#).

From: Beatrice Hunter <bhunter@cityofmebane.com>
Date: Tuesday, August 29, 2023 at 1:06 PM
To: Cathy Albisa <calbisa@raceforward.org>
Cc: Chris Rollins <crollins@cityofmebane.com>
Subject: RE: GARE membership

Hello Cathy-

Thanks again for your call today. As discussed, Councilmember Jonathan White, had the additional questions below regarding GARE membership. Would you mind sharing a response?

Do we have access to training materials if we are not a member? (I believe we do, maybe at a higher cost?)

Every jurisdiction has access to certain training materials free but not in person or zoom trainers. The trainers are available at reduced cost.

What other organizations offer training that could be considered instead of GARE?

Equity in the Center
National Equity Project
O and G Consulting (they use GARE materials on request and we often work with them).

Equity and Results

They are different from each other, but we often refer to them. There are also local trainers we can add to the list if you like.

What is the downside for us not aligning with any group, and having access to material for all sorts of organizations and choosing and using what fits our needs best?

You might face coherence issues or finds inconsistencies, and you might not be aligned with the majority of jurisdictions in their practice.

Many thanks,
Beatrice Hunter
HR Director

From: Cathy Albisa <calbisa@raceforward.org>
Sent: Tuesday, August 29, 2023 8:29 AM
To: Beatrice Hunter <bhunter@cityofmebane.com>
Subject: GARE membership

ComTech Email Security

Warning: Sender @calbisa@raceforward.org has never sent any emails to your organization. Please be careful before replying or clicking on the URLs.

[Report Phishing](#) [Mark it safe](#)

powered by Graphus®

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Beatrice,

So sorry for the delay. This request got sent over to me and just know we very much want to you support your efforts. I kept the answers fairly simple, but please just call me if you need more. I am at 917-971-8289

Questions:

What do you think this (joining GARE) would have the biggest impact on Mebane?

GARE offers a community of practice on racial equity for employees in Mebane. Joining GARE would support public employees in Mebane identify and address racial disparities to create solutions that strengthen systems for all, including white communities in Mebane. GARE takes a targeted universalism approach, which means targeting the needs of a communities impacted by systemic racism by creating universal solutions that work better for everyone.

Are GARE resources available to us if we were not a member (If yes, what is available)?

Only the resources on the website would be available if Mebane were not a member. The remaining resources would not be available. Below our summary answers is a longer description of all of GARE's resources.

Expectations and accountability? If we join, what is our relationship with this GARE? Are we accountable to them? Do they set expectations that we need to meet?

GARE expects that all members commit to learning about and advancing racial equity.

What is GARE's stance on Critical Race Theory (and other controversial topics) as an organization, and what is its stance in regards to member organizations? What is the expectation for member organizations on such topics?

Critical race theory is an academic and scholarly discipline taught often in law school. GARE is not a law school and therefore does not teach critical race theory. Critical race theory does hold the assumption that racism is a systemic problem in our society. GARE takes the position that racism is a systemic problem in our society.

If we join GARE, will organization be required to revisit/rewrite every policy, every budget, etc.?

GARE is a network for learning and exchange that encourages advancing racial equity in all of government's work, but GARE does not dictate policies or budgets for members.

Will we still have to pay for training, even with the dues paid?

GARE has self-paced online learning that is part of the membership. For in person or online training GARE works with a training strategies program at our organization that offers discounted but not free training for GARE members.

(What are) Examples of data (things jurisdictions have accomplished)?

Contracts

Jurisdictions using GARE's approach have increased the number of small businesses that access government contract. This results in more minority owned businesses being able to contract with government, while increasing access for all small businesses including those that are white-owned. It is an example of targeted universalism.

Libraries

GARE's members have examined the root cause of children in communities of color not

using the library at high rates and eliminated fines and fees. This increased library usage for both children of color and lower income white children.

Framework for policy and budgeting decisions

GARE's racial equity tools have supported jurisdictions create frameworks for a range of policies and budgets, including in housing, transportation, and more. We are happy to provide examples and can request permission from member jurisdictions to share their frameworks.

Describe the value of membership. If another organization trains our employees on DEI, what would be the value in joining GARE?

The value is being part of a larger community that offers peer to peer exchange, access to ever evolving multiple tools and resources developed regularly for GARE members, and a robust portal where resources are available that include not only those produced by GARE of a library of resources from jurisdictions across the country. Finally, there are multiple working groups and other communities that the staff at a jurisdiction may join. Please see below full list of GARE offerings.

Is membership relatively easy to discontinue?

Members can discontinue their membership at any time.

Is there one particular department that would work with the GARE concept? For example, would this fall under HR or a particular department? Is that how you determine that the toolkit is followed?

Each member determines the liaison for the network. We encourage all departments to engage, but it is often a racial equity office that serves as the liaison. GARE does not determine whether the toolkit is followed. Each member makes that determination for themselves. GARE is developing an evaluation framework for racial equity work at the jurisdiction level, and jurisdictions may opt in to using that framework, but it is not a condition of membership.

Walk me through the process of how a city or town might determine what they decide to do (which initiatives to consider/implement).

A city or town might first invite any employees interested in learning about racial equity in government to sign up for the GARE portal. Employees then can sign up for the introductory advancing racial equity self-paced learning course. Racial equity practitioners in the jurisdictions are then encourages to sign up for the monthly webinars depending on relevance to their work and can download past webinars that explain the use of GARE's tools and the GARE approach. On the portal they can ask questions and exchange learning and information with their peers. Employees can join discussion groups or working groups that meet monthly that align with their areas of work (for example there are working groups on libraries and housing). There are also multiple in person and

virtual events, fellowships and innovation communities that are also available throughout the year, including the GARE annual meeting.

GARE offerings below

Join the GARE network to enjoy access to:

GARE Online Community is an online forum connecting 11,000+ public stewards who are advancing racial equity in over 400+ local, regional and state governments in our network. Use the GARE Online Community to cultivate and deepen peer-to-peer relationships, access tools and resources, stay update on in-network member events and opportunities, showcase wins and works-in-progress, ask questions, give and receive feedback and discuss timely topics.

Monthly Online Programming that exposes practitioners to the GARE approach (visualize, normalize, organize, operationalize), and showcases it in action. These programs facilitate conversation and relationship building amongst peer-practitioners so they can surface ideas on how to apply racial equity approaches in their respective jurisdictions.

Special Webinars & Programming on timely topics that are led by racial justice movement makers and experts. Recent examples include webinars on the Supreme Court Affirmative Action ruling, ARPA webinars, and more.

Convenings and Conferences are large scale in-person (and sometimes online) convenings that gather hundreds of practitioners over the course of 1-3 days to showcase best practices, recent wins, lessons learned, new tools and resources, and much more. We gather leading practitioners with at least 3+ years of experience at our Leadership Summit, and as a whole network through the Governing for Racial Justice convening, as well as regionally and statewide in collaboration with local member leadership and strategic partners. Our next full network convening, **Governing for Racial Justice** is slated for November 1-2, 2023, and registration will open in September 2023.

Network Groups gather by professional affinity and expertise to build relationships, share how they are applying racial equity core concepts in their home agencies and institutions, and identify and co-create new tools

and resources for the field of practice. These spaces are led by racial equity practitioners, and conversation continues online via their online community group. Current active groups include a Libraries networking group, and a [Housing, Land and Development networking group](#), a Racial Equity CEOs group (by invitation only). Network groups may be open to all or by invitation only and should be organized in consultation with GARE staff. Interested in forming a new group? Write to us at GARE@raceforward.org.

Innovation Communities & Learning Exchanges are intimate cohorts where up to 15-30 experienced racial equity practitioners working in government convene consistently to cultivate relationships and craft a racial equity tool or resource that is relevant for their work and the GARE network at large. Current cohorts include Southern Innovation Community and a Root Solutions to Public Safety cohort.

GARE Learning Center is where new-to-the network practitioners learn core concepts for racial equity at their own pace. Courses include video, audio, quizzes, readings, and recorded presentations. A personal learning journal is designed to spur individual reflection and retention of core concepts. Enrollment is complemented by an online peer learning community where you can ask questions, comment and reflect with others taking the course and build lasting connections with peers working towards racial justice through their roles as public stewards.

Online or In Person Training GARE members are given priority access and discounted rates in Race Forward trainings with experienced facilitators in the GARE approach.

Strategic Projects & Partnerships we actively cultivate relationships with aligned institutions, organizations, and networks so that racial equity practitioners working in GARE membership jurisdictions have access to the resources and relationships they need to advance racial equity in government.

- [State Strategies work](#) in partnership with State of Equity
- [2023 Transformative Justice Infrastructure Fellowship](#) in partnership with PolicyLink and Communities First
- [Federal Initiative on Race and Equity \(FIRE\)](#).
- 2023 [grant and technical assistance support](#) in partnership with Public Finance Initiative, PFM, and more on [Bond Markets & Racial Equity](#)

- Our new and expanding team is actively working on new tools, frameworks, and resources for **data, measurement, and evaluation with strategic partners.**

Racial Equity Insight, an exclusive in-network quarterly resource showcasing recent and relevant innovations in the racial equity field that is distributed via the GARE Online Community and the GARE in-network monthly digest.

GARE In-Network Digest, an exclusive monthly email featuring in-network opportunities, tools, and resources. You will be invited to receive these directly into your inbox once your jurisdiction or agency becomes a member and you create your GARE Online Community profile.

Cathy Albisa | pronouns: she/her
VP of Institutional and Sectoral Change, Race Forward
Government Alliance on Race and Equity (GARE)
e calbisa@raceforward.org
p 917.971.8289

raceforward.org | colorlines.com | racialequityalliance.org
[Facebook](#) | [Youtube](#) | [Twitter](#) | [Instagram](#)
[Donate](#)

Sign-up for the [GARE e-newsletter](#).



AGENDA ITEM #8

City of Mebane's Racial Equity Advisory Committee (REAC) Recommendation

Meeting Date

September 5, 2023

Presenter

Mr. Chris Rollins, City Manager

Public Hearing

Yes No

Summary

The City of Mebane's Racial Equity Advisory Committee currently has two (2) openings; one four-year term seat and one two-year term seat. These open positions have been advertised and staff has received one response.

In addition to the current vacancies, the REAC is requesting that a third seat be made available for an appointment. That third seat being currently occupied by Daniel Velasquez. At the June 5, 2023 Council meeting, Council voted to re-appoint Mr. Velasquez to serve a one-year extension of his expired two-year term. Due to Mr. Velasquez being unable to meet the established committee attendance requirement, the Committee is recommending (4 in favor, none opposed) he be removed from his seat.

Financial Impact

N/A

Recommendation

The REAC recommends that the Council remove Daniel Velasquez from the Committee.

Suggested Motion

A motion to remove Daniel Velasquez from the Committee.

Attachments

N/A



AGENDA ITEM #9

Voluntary Annexation Agreement-
450 Fitch Drive

Meeting Date

September 5, 2023

Presenter

Lawson Brown, City Attorney

Public Hearing

Yes No

Summary

Sonya D. Spirles, owner of 450 Fitch Drive, has requested annexation into the City for the foregoing property and, by City policy, has signed an annexation agreement and a petition for annexation.

Background

The individual property at 450 Fitch Drive is in the historic West End (where fewer than fifty percent of the immediate neighborhood have requested annexation) and is currently served by City sewer services. The individual property does not have access to City general fund services, being located outside the City's corporate limits. The owner desires to build a house on the individual property at that address and to avail the property of City sewer services. Per the City, Voluntary Annexation Policy, adopted June 6, 2022, (Section F, subsection 2) property owners desiring to avail themselves of utility service may apply for annexation which the City will consider on a case-by-case basis. In order to be considered for annexation under the policy, the applicants must sign an annexation application or petition and an agreement to be annexed in the future if the City desires. Generally, the City would request the individual property to be annexed if City utility services were available to the property; however, the City has the flexibility to defer the annexation of individual properties. Furthermore, the City may request annexation of the individual property, in the future, if the City determines that it is in the best interest of the City to do so. The purpose of the policy is for the City to be able to extend its corporate limits and provide municipal services on a consistent basis. In the event that the City does not desire immediate annexation of an individual property, the policy provides that the annexation agreement be recorded in the public registry to provide notice to all persons who may purchase the property in the future. If an individual property is not annexed into the City, City policy provides for the individual property owner to pay the outside-the-City rate for utility services.

Financial Impact

N/A

Recommendation

Staff recommends that the Council accept the petition but defer annexation provided that the owners of the property record the City's signed standard Annexation Agreement per the June 6, 2022, policy. Staff further recommends that City utility services be made available to the individual property.

Suggested Motion

I move that the City accept the petition for annexation and the Annexation Agreement for the property at 450 Fitch Drive but defer annexation until the future per the City's policy and upon recordation of the signed Annexation Agreement. I further move that the City allow access to the City utility services per the Voluntary Annexation Policy.

Attachments

1. Petition for Annexation and Annexation Agreement
2. Annexation Policy adopted by Council June 6, 2022

STATE OF NORTH CAROLINA
COUNTY OF Alamance

**PETITION FOR ANNEXATION OF PROPERTY TO
THE CITY OF MEBANE, NORTH CAROLINA**

PART 1. The undersigned, being all the owners of the real property described in this application (Attachment A, hereinto "the Property") respectfully requests the annexation of said property into the City of Mebane ("City"), North Carolina. The petitioners understand and agree that all utilities within the annexed area shall be installed according to the City Ordinances and Policies and any utilities that must be extended to the annexed area are the responsibility of the undersigned or successive property owners. The property to be annexed is:

- A. **CONTIGUOUS AND/OR INFILL** to the present corporate limits of the City, North Carolina pursuant to N.C.G.S. §160A-31 et seq., or
- B. ✓ **NON-CONTIGUOUS** to the municipal limits of the City, North Carolina, not closer to the limits of any other municipality and is located within three (3) miles of the municipal limits of the City, North Carolina pursuant to N.C.G.S. § 160A-58.1 et seq.

The Property to be annexed is more particularly described in Attachment "A" and said Attachment "A" is expressly made a part hereof.

PART 2. This Petition for Annexation is made pursuant to an agreement with the City whereby the Petitioner(s) are being allowed to extend City water and/or sewer service to the described property.

PART 3. In consideration of said agreements, Petitioner(s) agree that this Petition for Annexation shall be irrevocable in perpetuity, notwithstanding that all or a portion of the described properties may be conveyed to third parties. Petitioner(s) agree that any such conveyances shall be made subject to the terms of the Annexation Agreement incorporated in the deed duly executed and recorded in the county in which the property is located.

PART 4. North Carolina General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S. 160D-102 and 100(d) for properties subject to the petition. Do you declare vested rights for the property subject to this petition? YES ✓ NO .

If yes, please submit proof that vested rights have been granted by governing board.

I HEREBY DECLARE that my failure to disclose the existence of a vested right terminates any vested right previously acquired for this property.

Signed this 18th day of August, 2023, by the owners of the property described in Attachment "A".

Sonya D Spikes
Owner

N/A
Owner

N/A
Owner

N/A
Owner

(Corporate Name)

By: _____
President

ATTEST: _____
Secretary

(CORPORATE SEAL)



STATE OF NORTH CAROLINA
COUNTY OF Alamance

I, Jonathan Vargas, a Notary Public of said County and State, hereby certify that Owner(s) Sonya D Spikes personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 18 day of August, 2023.

[Signature]
Notary Public



My Commission Expires: 08/20/2024

STATE OF NORTH CAROLINA
COUNTY OF Alamance

I, _____, a Notary Public of said County and State, hereby certify that Owner(s) _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF Alamance

I, _____, Notary Public of said County and State, do hereby certify that _____ personally came before me this day and acknowledged that he/she is the _____ of _____ a _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act.

Witness my hand and official stamp or seal, this the 18 day of August 2023.

Notary Public

My Commission Expires: _____

Received by the City Clerk of Mebane, North Carolina, this _____ day of _____, 20____.

SIGNATURE OF CITY CLERK:

THIS ANNEXATION AGREEMENT, made this 18th day of August 2023, by and between Sonja Spurlin Property Owner(s), hereinafter referred to as "Owner(s)," and the CITY OF MEBANE, a municipal corporation of the State of North Carolina, hereinafter referred to as "City."

RECITALS:

- A. The Owner is seized of fee simple title to certain real property located outside the corporate limits of the City, identified on the attached Exhibit "A" which is incorporated by reference (herein the "Property").
- B. The Owner desires to have the City provide water and/or sewer service to the Property.
- C. The City is willing to provide water and/or sewer service to the Owner pursuant to City policies.

NOW, THEREFORE, the Owner, in consideration of the mutual covenants contained herein, hereby declares and agrees that the Property is and shall be held, transferred, sold and conveyed subject to covenants and agreements hereinafter set forth **which shall run with the land and be binding on future owners.**

- 1. The City shall provide water and/or sewer to the Owner under terms, conditions and restrictions of the North Carolina General Statutes and the City Ordinances and polices.
- 2. The Owner agrees and hereby covenants to annex the Property into the City at a time that shall be determined by the City Council of the City, pursuant to City Ordinances and policies.
- 3. The Owner agrees that, following a thirty (30) day notice from the City, the water and/or sewer service shall be terminated by the City if the Owner shall fail to perform the above covenants or agreements as they become due.
- 4. The Owner agrees and hereby covenants and agrees that the Property shall be annexed into the City at a time that shall be determined by the City Council. The Owner agrees that a valid petition for annexation has been executed and attached hereto as Exhibit "B" and that the said petition shall remain effective in perpetuity. All subsequent owners, by the acceptance of a deed to the Property described in the petition's Attachment "B", and for the consideration of being served water and/or sewer service the subsequent owner acknowledges this equitable servitude on the Property described in Attachment "A" and further hereby, by said acceptance, consent to and ratifies the Petition of Annexation given to the City upon execution of this Agreement.

5. This designation "Owner" as used herein, shall include the parties, heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by the context.

IN WITNESS WHEREOF, the Owner has hereunto set his hand and seal or if a corporation or other legal entity has caused this instrument to be signed in its entity name by its duly authorized officers or managers and its seal to be hereunto affixed by authority of its governing group, (Board of Directors) and the City, pursuant to authority duly given, has caused this instrument to be executed on its behalf by its Mayor and to be attested by its City Clerk and its corporate seal hereto affixed, the day and year first above written.

Company Name

Sonyah D. Spicules (SEAL)
Owner

BY: _____
President or Manager

N/A (SEAL)
Owner

ATTEST: _____
Secretary

N/A (SEAL)
Owner

(CORPORATE SEAL)

CITY OF MEBANE

ATTEST: _____
City Clerk

By: _____
Assistant City Manager

STATE OF NORTH CAROLINA
COUNTY OF Alamance

I, Jonathan Vargas, a Notary Public of said County or State, hereby certify that Owner(s) Sonyah D. Spicules personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 18 day of August, 2023.



JLV

Notary Public

My Commission Expires: 08/20/2024

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of said County or State, hereby certify that _____ personally came before me this day that he/she is the _____ of _____ a _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act.

Witness my hand and official stamp or seal, this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
ALAMANCE COUNTY

I, _____, a Notary Public of said County and State, hereby certify that _____, Assistant Manager of the City of Mebane and _____, City Clerk personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the _____ day of _____, 20____.

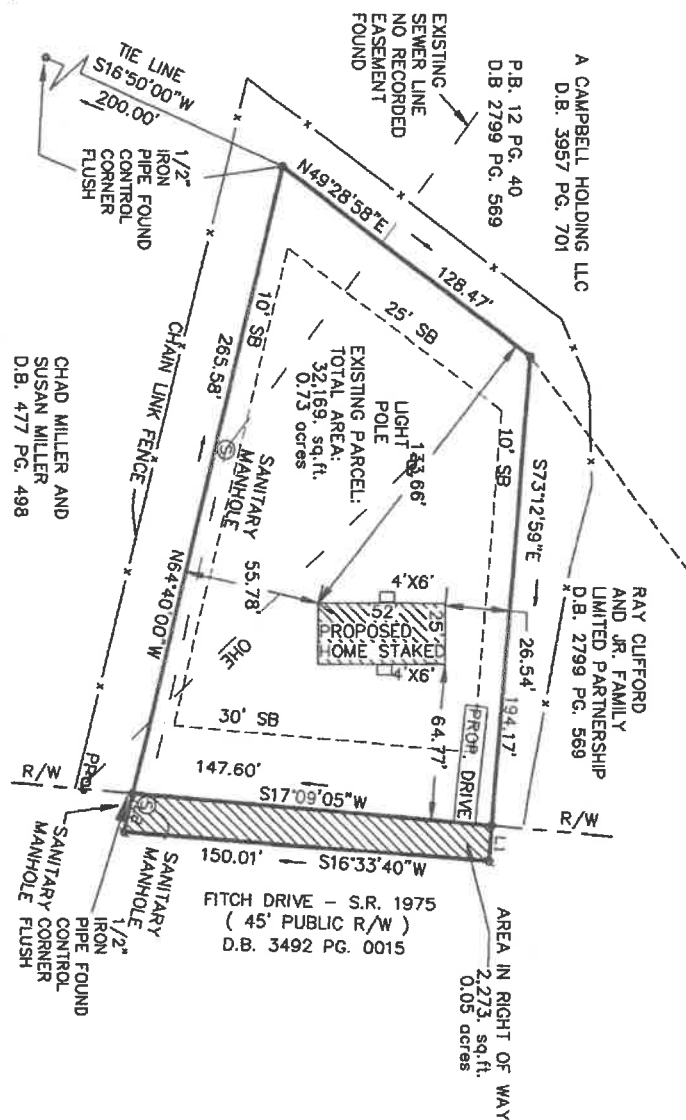
Notary Public

My Commission Expires: _____

EXHIBIT A

(21 NCAC 56. 1600)
 "I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3610 PAGE 98 OR OTHER REFERENCE SOURCE PIN 165108; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK 3957 PAGE 701 OR OTHER REFERENCE SOURCE PIN 176238; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600)." THIS 30TH DAY OF AUGUST, 2023
 PROFESSIONAL LAND SURVEYOR

CURRENT OWNER:
 SONYA D. SPIRLESS
 MAILING ADDRESS:
 2774 CULBERSON LANE
 HAW RIVER, N.C. 27258
 PHYSICAL ADDRESS:
 450 FITCH ROAD
 MEBANE, N.C. 27302
 PIN: 165108
 PARCEL ID: 165132
 D.B. 3610 PG. 98
 ZONING: R-20
 SETBACKS:
 FRONT 30'
 SIDE 10'
 REAR 25'



- * LEGEND
- IS = IRON STAKE SET
 - EP = EXISTING IRON PIPE (TYP)
 - PK = PK NAIL FOUND
 - PP = POWER POLE
 - PE = PHONE PEDISTAL
 - WM = WATER METER
 - R/W = RIGHT OF WAY
 - OHE = OVERHEAD ELECTRIC
 - W = WOOD LINE
 - CP = COMPUTED POINT (TYP, WHERE SHOWN)
 - X = EXISTING FENCE
 - ⊗ = SANITARY SEWER MANHOLE
 - = ELECTRIC BOX
 - SB = SET BACK

SITE PLAN
 FOR
 CLEINT: SPIRELS
 450 FITCH DRIVE
 MEBANE, N.C. 27302
 PIN NUMBER: 165108
 MEIVILLE Township
 ALAMANCE County, North Carolina
 DEED RECORDED IN DEED BOOK 3610 PG. 98

REFERENCE:
 D.B. 3610 PG. 0098
 ALAMANCE COUNTY

LINE	LENGTH	BEARING
L1	14.51	S73°12'59"E
L2	16.22	N64°40'00"W

REVISION: HOLE SIZE CHANGED
 FILE NUMBER 442FITCHDRIVE.DWG

Civiltek East
 Surveying Planning Subdivision Design
 602 EAST WASH STREET (252) 478-5005
 GREENING HOPKINS, N.C. 27832
 FIRM C-2000

Scale: 1" = 40'
 08-30-2023



- PROPERTY LINE (PL)
 RIGHT OF WAY (R/W)
 DISTANCE (D/A)
 ORIGINATED SURVEY LINE (OSL)
 ADDRESS PROPERTY LINE
 EQUALS BOUNDARY LINE (EAL)
 LINE OF ADJACENT (LOA)
 ACCESS EASEMENT



CITY of MEBANE

POLICY STATEMENT	
SUBJECT: Voluntary Annexation Policy	PAGE 1 OF 5
	EFFECTIVE: June 6, 2022
	SUPERSEDES: Previous Annexation Policies
	PREPARED BY: Chris Rollins, City Manager
	ADOPTED BY COUNCIL: DATE: June 6, 2022

BACKGROUND INFORMATION: The City regularly receives requests from developers and individual property owners requesting voluntary annexation into the City of Mebane corporate limits. This general policy addresses voluntary annexation only and the statutory authority is defined within North Carolina General Statutes 160A (Article 4 Corporate Limits and Article 4A, Extension of Corporate Limits).

GENERAL POLICY STATEMENT:

The intent of the policy is to provide a mechanism by which the City can plan and extend its corporate limits and municipal services provided to citizens residing within said corporate limits in an efficient and effective matter via voluntary annexation. This will allow long range planning via various other municipal mechanisms and policies to allow an orderly extension of City services. To the extent that this policy conflicts with any other related policies of the City, this policy shall be controlling as it supersedes existing policies. It also complies with statutory and judicial opinions for municipal service requirements.

Typically, voluntary annexation occurs when a party desires to obtain access to City general services and/or utility service(s). For the purpose of this policy, and per NC General Statutes related to voluntary annexation, it is assumed that the party is either requesting some level of the referenced City services and is submitting a voluntary annexation petition to obtain access to general fund services (for example – garbage collection, but not use of parks & recreation services) and/or utility service(s) as defined via the City Water and Wastewater System Extension and Connection Policies. Similar to the City Water and Wastewater System Extension and Connection Policies – General Policy Statement C – “The City Council has the right to approve or deny proposed

connection or extension to its water or wastewater system based on the City's best interest", this policy details further that the City Council has the right to accept or deny voluntary annexation and/or require property owners to enter into a written agreement with the City for voluntary annexation at such future date as the City Council determines that it is in the best interest of the City and the City can provide a majority of consistent city services to the property. The petition for annexation of property to the City is attached hereto as Exhibit A.

A. CONTIGUOUS AND/OR INFILL VOLUNTARY ANNEXATION WITH PROPERTY SUBDIVISION:

1. It is the intent of the City of Mebane to require voluntary annexation for contiguous and infill properties seeking the referenced City services. Contiguous is defined as sharing a common boundary composed of more than just a survey stake connection. Infill is defined as sharing a common boundary composed of two or more common boundaries.
2. City staff must determine that a majority of consistent city services can be provided.
3. Building permits can be issued once City Council votes to receive the annexation petition and other City requirements have been fulfilled.

B. CONTIGUOUS AND/OR INFILL VOLUNTARY ANNEXATION WITHOUT PROPERTY SUBDIVISION:

1. It is the intent of the City of Mebane to require voluntary annexation for contiguous and infill properties seeking the referenced City services. Contiguous is defined as sharing a common boundary composed of more than just a survey stake connection. Infill is defined as sharing a common boundary composed of two or more common boundaries.
2. City staff must determine that a majority of consistent city services can be provided.
3. Building permits can be issued once City Council votes to receive the annexation petition and other City requirements have been fulfilled.
4. If determined acceptable for voluntary annexation recording via County Register of Deeds Office, the presently recorded metes & bounds are acceptable to meet voluntary annexation petition requirements in lieu of updated surveys for same said properties (without property subdivision). Annexation plats are required to be submitted as dictated in North Carolina General Statute 47-30

C. NONCONTIGUOUS VOLUNTARY ANNEXATION WITH PROPERTY SUBDIVISION:

1. It is the intent of the City of Mebane to require voluntary annexation for noncontiguous properties that will be subdivided seeking the referenced city services. Noncontiguous is defined as not sharing a common boundary composed of more than just a survey stake

connection. Subdivision or subdivided is defined as a property that has been or will be subdivided into one or more properties consistent with the City's Unified Development Ordinance.

2. City staff must determine that a majority of consistent city services can be provided.
3. Building permits can be issued once City Council votes to receive the annexation petition and other City requirements have been fulfilled.

D. NONCONTIGUOUS VOLUNTARY ANNEXATION WITHOUT PROPERTY SUBDIVISION:

1. It is the intent of the City to require voluntary annexation for noncontiguous properties that will not be subdivided if a majority of consistent city services can be provided efficiently and effectively. Noncontiguous is defined as not sharing a common boundary composed of more than just a survey stake connection. Subdivision or subdivided is defined as a property that has been or will be subdivided into one or more properties consistent with the City's Unified Development Ordinance.
2. City staff must determine that a majority of consistent city services can be provided.
3. If determined a majority of consistent City services cannot be provided and the definitions of D(1) are met, the City Manager will recommend if any City services should be offered without immediate voluntary annexation and require the property owner(s) to enter into a written agreement with the City for annexation as such future date as the City Council determines that it is in the best interest of the City and the City can provide a majority of consistent city services to the property.
 - a. This written agreement will be required to be added as a property deed restriction to ensure it is binding for future action.
 - i. See Section F of this policy.
 - b. Building permits can be issued once City Council votes to receive the referenced written agreement regarding future voluntary annexation is recorded in general and included as a property deed restriction.
4. If determined acceptable for voluntary annexation recording via County Register of Deeds Office, the presently recorded metes and bounds are acceptable to meet voluntary annexation petition requirements in lieu of updated surveys for same said properties (without property subdivision). Annexation plats are required to be submitted as allowed in North Carolina General Statue 47-30

E. NON-CITY APPROVED/HISTORICALLY SUBDIVIED NEIGHBORHOODS VOLUNTARY ANNEXATION WITHOUT PROPERTY SUBDIVISION:

1. It is the intent of the City to only require voluntary annexation for existing neighborhoods not previously approved by the City or those where the neighborhood creation pre-dates their inclusion within the City jurisdiction when either the majority of the total properties located within the neighborhood or the majority of the residents within the neighborhood submit documented requests/interests in voluntary annexation. Majority is defined as 50% plus to ensure city services can be efficiently and effectively provided.
2. This section does not apply to throughfare (US/NC routes and major City collector routes) frontage properties/sites.
3. Properties within neighborhoods not meeting the majority definition for voluntary annexation and desiring connection to utility municipal service are referred to Section F of this policy.

F. REQUIREMENT OF PROPETY OWNERS TO ENTER INTO A WRITTEN AGREEMENT WITH THE CITY FOR ANNEXATION AS SUCH FUTURE DATE AS THE CITY COUNCIL DETERMINES THAT IS IN THE BEST INTEREST OF THE CITY AND THE CITY CAN PROVIDE A MAJORITY OF CONSISTENT CITY SERVICES TO THE PROPERTY.

1. It is the intent of the City of Mebane to require property owners connecting to water and/or sewer connection services to request either immediate voluntary annexation or enter into a written agreement with the City for annexation as such future dates as the City Council determines that is in the best interest of the City.
2. The City Manager will make a recommendation to City Council to not require immediate voluntary annexation in situations where it is determined a majority of consistent City services cannot be provided to the property(s), neighborhood, and recommends immediate connection to City water and/or sewer after said written agreement is recorded (in general and as property deed restriction).
3. The written agreement with the City for annexation as such future date as the City Council determines shall be recorded in general and as a property deed restriction upon said and/or all property deeds to ensure it is binding for future action.
4. The property and customers will be charged outside City utility rates until annexed into the City corporate limits.
5. Building permits can be issued once the written agreement has been recorded in the Registry and as a property deed restriction and other City requirements have been fulfilled.

- a. Exhibit B attached to this policy provides a template for the written agreement. The City Attorney is authorized to adjust this template as it is recognized it will require updates and changes.

G. COMMUNITY DEVELOPMENT PROJECTS

1. Similar to the City Water and Wastewater System Extension and Connection Policies – General Policy Statement F (1) – regarding “Certain community development projects are exempt from assessment provisions”, this policy details further to the City Council the right to not require voluntary annexation related to certain community development projects.
2. The City Manager will provide a recommendation to City Council regarding community development project exemptions.



AGENDA ITEM #10

Elevated Water Storage Tank Bid Results and Recommendation

Presenter

Kyle Smith, Utilities Director

Public Hearing

Yes No

Summary

The Utilities Department solicited formal bids for the construction of a new one-million-gallon elevated storage tank on August 4, 2023. Invitations to bid were sent out to known vendors, posted on the City's website, and advertised in the local papers on August 10, 2023. Bids were received for the construction of a new one-million-gallon elevated storage tank on August 29, 2023, at 3:00 PM. Three bids were received, and the low bidder was Landmark Structures from Fort Worth, Texas in the amount of \$7,577,000.00.

Background

The City of Mebane currently has a 300,000-gallon elevated storage tank located on Eleventh Street. While the current tank currently meets regulatory requirements, it is too small to equalize projected water demands and sustain fire flows. The water plant currently compensates for the lack of elevated storage capacity by taking advantage of surplus pumping capacity. The City of Mebane purchased property at 1420 S Third Street after preliminary siting. The ground elevation of the site is approximately 660-664 feet. The new tank will be approximately 190 feet high to match the overflow elevation of the existing tank. The new tank will be fed from an existing 12-inch water main in the right of way of S Third Street.

Financial Impact

The City of Mebane received grants in the amount of \$2,652,990.00 for assistance with the construction of the elevated storage tank. The project construction budget including engineering, administration, construction, and contingency is \$8,300,000.00. The City will be financing the balance of the project subject to Local Government Commission (LGC) approval. The revenue bond issuance fees will be added to the revenue bond upon closing.

Recommendation

Staff recommends making a contingent award to the low bidder, Landmark Structures from Fort Worth, Texas in the amount of \$7,577,000.00 pending LGC approval.

Attachments

1. Letter of recommendation
2. Tabulation of bids



Hazen and Sawyer
620 Green Valley Road, Suite 101
Greensboro, NC 27357 • 336.292.7490

August 29th, 2023

Kyle Smith, PE
Public Utilities Director
City of Mebane
106 East Washington Street
Mebane, NC 27302

Re: Recommendation of Award for the Elevated Water Storage Tank

Dear Mr. Smith:

Three bids for the City of Mebane’s Elevated Water Storage Tank were opened on August 29th, 2023 at 3:00 pm, at The Glendel Stephenson Municipal Building. The address of this facility is 106 E Washington St, Mebane, North Carolina. All three bids have been reviewed and are considered responsive, and are detailed in the attached certified bid tabulation.

The lowest responsive and responsible bidder is Landmark Structures I, Limited Partnership for the total of \$7,577,000.00.

We have worked with Landmark Structures previously on projects around the country and have found that in each case they delivered favorable results for those utilities. They are a trusted source for elevated composite tanks in the industry, and we believe that they will provide a quality product to the City of Mebane.

In the absence of any objection from the City of Mebane, Hazen and Sawyer recommends that the City award the project to Landmark Structures I, Limited Partnership.

If you have any questions or require additional information, please contact me at (336) 478-3367 or bbennett@hazenandsawyer.com.

Best Regards,

Brad Bennett, PE
Associate

Enclosure: Certified Bid Tabulation



Hazen and Sawyer
 620 Green Valley Road, Suite 101
 Greensboro, North Carolina 27408
 License No. : C-0381

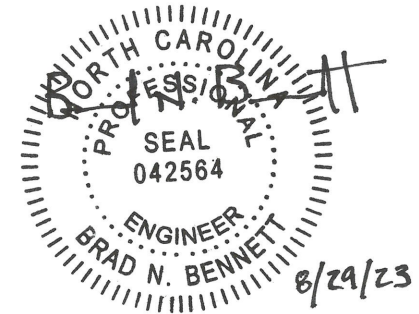
City of Mebane Elevated Water Storage Tank
 Technical Bid Received/Opened: Council Chambers of The
 Glendel Stephenson Municipal Building
 106 E Washington St, Mebane, NC 27302
 EDA Project No. 04-79-07717
Bid Tabulation



Bid Opening: 8/29/23 at 3:00 p.m.

	Company Name	NC License No.	Bid Bond	All Addendum Acknowledged	Total Single Prime Bid Price
1	CB&I Storage Tank Solutions, LLC				
2	Caldwell Tanks, Inc.	2508	5%	Yes	\$8,195,000.00
3	Landmark Structures I, Limited Partnership	49304	5%	Yes	\$7,577,000.00
4	Phoenix Fabricators and Erectors, LLC	21640	5%	Yes	\$7,922,824.00

The Bids tabulated herein were opened and read aloud at 3:00 p.m. on the 29th day of August 2023 in the Council Chambers of The Glendel Stephenson Municipal Building of the City of Mebane. The tabulation is correct in that it contains the Bid prices as presented on the original Bid Form of each Bidder based upon the sum of the Lump Sum Bid Items.





AGENDA ITEM #11

West Ten Road Water Connector Engineering Services

Presenter

Kyle Smith, PE
Daphna Schwartz, Finance Director

Public Hearing

Yes No

Summary

The West Ten Water Connector will be an approximately 3,300 LF 12" ductile iron water main that will connect and existing 12" ductile iron water main at the intersection of Bowman and Rock Quarry Road to a 12" ductile iron water main that is proposed for construction by others at the Buckhorn Business Center and West Ten Road. Funding was approved for the engineering services for the West Ten Road Water Connector as part of the FY 23-24 budget. On July 31, 2023, the City put out a Request for Qualifications for qualified firms to submit a statement of qualifications to provide engineering and surveying services for the below objectives:

- Field Surveying, Preliminary Engineering, Final Design Drawings and Easements.
- Completion of Bid Documents (including Specifications and Final Design Drawings for the project).
- Bidding and Recommendation of Contract Award.
- Construction Observation and Administration.
- Construction Closeout

Alley Williams Carmen & King, Inc. was the only firm that submitted their statement of qualifications by the August 18, 2023, due date.

Background

The Buckhorn Business Center is located between West Ten and Buckhorn Road and is one of the higher elevation areas within the City of Mebane. Buckhorn Business Center is currently under construction and due to its high elevation is in need of additional fire flows to protect this industrial park. Along with creating an arterial loop improving water quality, models predict a significant increase in fire flows with the addition of the West Ten Road Water Connector.

Financial Impact

Funding was approved as part of the FY 23-24 budget. The engineering fee is less than what was estimated for the budget amount. However, the estimated cost of the project is \$1,709,375 and it will span over more than one fiscal year. Therefore, a Capital Project Ordinance and Reimbursement Resolution are presented for approval. The Reimbursement Resolution is necessary if debt proceeds are acquired for the project in the future.

Recommendation

Staff recommends awarding Alley Williams Carmen & King, Inc. the engineering services for the West Ten Water Connector in the amount of \$135,000 and approving the Capital Project Ordinance and Reimbursement Resolution.

Attachments

1. AWCK Scope and Fee Proposal
2. West Ten Road Water Connector Capital Project Ordinance
3. West Ten Road Water Connector Reimbursement Resolution

**STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE-ORANGE

THIS AGREEMENT, made and entered into this ___ day of _____, 2023, by and between the **City of Mebane**, a North Carolina Municipal Corporation (hereinafter called the "**OWNER**") and **Alley, Williams, Carmen & King, Inc.**, a North Carolina Corporation located in Burlington, North Carolina (hereinafter called the "**ENGINEER**").

WHEREAS, the OWNER intends to secure engineering services related to the design, permitting and construction administration of the West Ten Water Connector from the end of the Mebane's water system on Bowman Road to a connection with the Mebane water system on West Ten Road. The project is described on the attached map; hereinafter referred to as the **Project**, and

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

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. General

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

1.2. Final Design, Land Surveying, and Permitting Phase (Phased Lump Sum).

1.2.1. Create a property owner list for parcels within the project corridor and mail survey/project notification letters to property owners prior to performing fieldwork.

1.2.2. Coordinate with NC One Call for location of underground utilities and marking of utilities. Contact local utility companies to confirm size, location and material type of underground utilities within project corridor.

1.2.3. Perform a physical survey to provide sufficient data for producing engineering design drawings for the Project.

1.2.3.1. Set adequate horizontal and vertical controls for the survey based on North Carolina State Plane Coordinates (NAD 83) and vertical control based on NAVD 88.

1.2.3.2. Provide temporary benchmarks or control points at the beginning and end of the project and throughout the project as deemed necessary by ENGINEER.

- 1.2.3.3. Survey corridor limits are anticipated to be minimal and involve sanitary sewer manhole locations and inverts, water valves, hydrants, storm drain, and outstanding topographical structures that may impact the project.
- 1.2.4. An overall drawing of existing water and sewer mains and other existing utilities in vicinity of existing water mains within corridor limits will be prepared using GIS data provided by the County and or OWNER. GIS parcel data will also be shown on overall map.
- 1.2.5. Existing survey data from previous OWNER projects may be utilized during surveying.
- 1.2.6. Prepare preliminary alignment and design and review with OWNER. Coordination with property owners is expected to be needed. This coordination is limited to those required to complete the water project as noted in the scope of services. Additional discussions or negotiations on behalf of OWNER shall be outside the limits of this Agreement.
- 1.2.7. Work with OWNER's subcontractor, Hazen and Sawyer, PC, to determine the final size of the waterline. This modeling will utilize the OWNER's existing water model and will be limited to just waterline sizing for the proposed project.
- 1.2.8. Prepare for the incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and specifications.
- 1.2.9. Prepare Bid Documents and Specifications based on Final Design Drawings. Incorporate municipal and other appropriate requirements including but not limited to advertisement, instructions to bidders, insurance, safety information, form of contract, bonds, general conditions, supplemental general conditions and other typical documents furnished by OWNER.
- 1.2.10. Review all Preliminary and Final Design Documents with OWNER at a minimum of 50% complete (Preliminary), and 90% complete (Final) stages of the documents.
- 1.2.11. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.
- 1.2.12. Prepare for review and approval by OWNER, its legal counsel, and other advisors contract agreement forms, general conditions and supplementary conditions and (where appropriate) bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.
- 1.2.13. Furnish copies of the above documents, the Drawings and Specifications and present and review them in person with OWNER or representative.
- 1.2.14. ENGINEER is to prepare an estimate of probable cost for the project at 50% of design and at the final stages of the final design documents.
- 1.2.15. Consult with OWNER regarding required permits. This may include NCDOT Encroachment Agreement, NC DEQ Erosion Control Permit, US Army Corps of Engineers, NC Division of Water Resources, and NC Public Water Supply Section Water Permitting.

1.3. Easement Mapping (Hourly, Budgeted).

- 1.3.1. Permanent easements may be required for water lines that extend beyond the existing right of ways. Easement Maps will be prepared on 18"x24" drawings depicting permanent and temporary easements including access easements necessary for the project. Maps will provide sufficient information for the preparation of deeds by outside legal counsel. Easement Maps will be provided as alignment design progresses and in advance of completion of Final Design Drawings and or Bid Documents.
- 1.3.2. Easement Maps will be reviewed with Staff and ENGINEER will assist OWNER with the acquisition of easements on an as-needed basis determined by OWNER's representative. ENGINEER, with OWNER's assistance, will coordinate meetings with property owners and will attend and discuss the Project with property owners.
- 1.3.3. Additional legal assistance may be provided to the City by an outside legal counsel for easement procurement and recording. ENGINEER will coordinate legal counsel with City staff. Outside legal services will be invoiced through ENGINEER based upon pre-approved OWNER cost agreement.

1.4. Bidding Assistance (Hourly, Budgeted).

- 1.4.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
- 1.4.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 1.4.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 1.4.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 1.4.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.5. Construction Administration (Hourly, Budgeted).

- 1.5.1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

- 1.5.2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while work is in progress.
- 1.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s) work. In addition, ENGINEER shall provide the services of an Inspector (and assistants as agreed) at the site to assist ENGINEER and to provide necessary observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.
- 1.5.2.2. The Inspector (and any assistants) will be ENGINEER'S agent or employee and under ENGINEER'S supervision.
- 1.5.2.3. The purpose of ENGINEER's visits to and representation by the Inspector (and assistants, if any) at the site will be to enable ENGINEER to determine if the Contractor's work is in substantial compliance with the Contract Documents. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
- 1.5.3. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms to the Contract Documents or that the defective work will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 1.5.4. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
- 1.5.5. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept, reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 1.5.6. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 1.5.
- 1.5.7. Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine that their

- content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents.)
- 1.5.8. Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.
- 1.5.9. Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Inspector and on review of applications for payment and the accompanying data and schedules:
- 1.5.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 1.5.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility upon ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.
- 1.5.10. Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s)' in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents(s); and shall transmit them to OWNER with written comments.
- 1.5.11. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is

acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s)' and may give written notice to OWNER and the Contractor(s)' that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed within this contract.

- 1.5.12. Provide assistance in the closing of any financial or related transaction for the Project.
- 1.5.13. Provide assistance in connection with the refining and adjusting of any equipment or system.
- 1.5.14. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s)' to ENGINEER and which ENGINEER considers significant.
- 1.5.15. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s)' concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
- 1.5.16. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1. through 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.
- 1.5.17. Construction Staking. ENGINEER shall provide construction staking. (Staking may be included in the construction contract as a lump sum item at the time of bidding).

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance.

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

Additional Services of Engineer

- 2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

- 2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
- 2.1.4. This project is intended to be partially/wholly funded by the American Rescue Plan (ARP). The entirety of the requirements of compliance with the American Rescue Plan are unknown at this time. ENGINEER is to track ARP compliance tasks and is eligible for reimbursement on an hourly basis for ARP compliance tasks. This is a budgeted task of \$5,000.
- 2.1.5. Providing renderings or models for OWNER's use.
- 2.1.6. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.
- 2.1.7. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.1.8. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto). This section includes the services from professionals identifying regulatory wetlands and submitting permits relating thereto.
- 2.1.9. Services during out-of-City travel required of ENGINEER other than visits to the site, OWNER's office, or meetings with state agencies as required by Section 1.
- 2.1.10. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for elsewhere within this Agreement.
- 2.1.11. Preparation of operating, maintenance and staffing manuals.
- 2.1.12. Preparing to serve or serving as a consultant or witness for OWNER in any litigation involving the Project.
- 2.1.13. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.3 extended and inclusive. These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such additional services which will be paid for by OWNER as indicated in Section 5.

- 2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
- 2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
- 2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- 2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
- 2.2.5. Services (other than Basic Services described above) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.
- 2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.
- 2.2.7. Services assisting OWNER with additional Funding Applications not previously included.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

- 3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

- 3.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 3.5. Examine all studies, reports, sketches, drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deem appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services and OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s)', such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s)' are complying with any law, rule, regulation, ordinance, code or other applicable to their furnishing and performing the work.
- 3.7. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Inspector (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.
- 3.8. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.5 through 3.7, inclusive) so that ENGINEER may make the necessary findings to support opinions of probable total project cost.
- 3.9. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- 3.10. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor.
- 3.11. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1. of this Agreement or other services as required.
- 3.12. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 – PERIODS OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed upon in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto.

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

SECTION 5 – PAYMENTS TO THE ENGINEER

- 5.1 Methods of Payment for Services and Expenses of ENGINEER.
 - 5.1.1. For Basic Services of ENGINEER under this Agreement, payment will be made on a lump sum basis or on an hourly rate basis in accordance with the Hourly Rate Charge Schedule

attached hereto for work rendered in accordance with the appropriately labeled section. Summarized below is the total budget for Engineering Fees estimated under this Agreement:

Summary of Payments			
Section		Fee Type	Fee
1.2	Design Services	Lump Sum	\$ 65,000.00
1.3	Easement Mapping	Budgeted - Hourly	\$ 8,000.00
1.4	Bidding Assistance	Budgeted - Hourly	\$ 5,000.00
1.5	Construction Administration	Budgeted - Hourly	\$ 55,000.00
5.1.4	Reimbursable Expenses	Budgeted	\$ 2,000.00
Total Budget for Engineering Fees			\$ 135,000.00

- 5.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 on an hourly rate basis in accordance with the Hourly Rate Charge Schedule or a mutually agreed to price.
- 5.1.3. ENGINEER will be compensated for work performed as defined by subconsultants at subconsultant fee plus ten percent (10%).
- 5.1.4. For Reimbursable Expenses. In addition to payments provided for in paragraph 5.1.1, OWNER shall pay ENGINEER the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.
- 5.1.5. The terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4.
- 5.2. Times of Payments.
- 5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.
- 5.3. Other Provisions Concerning Payments.
- 5.3.1. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for services rendered during that phase on the basis of ENGINEER's Salary Costs times a factor of 2.0 for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.
- 5.3.2. Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

5.4. Definitions.

- 5.4.1. The Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.
- 5.4.2. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants directly or indirectly in connection with the Project, such as expenses for: obtaining bids or proposals from Contractor(s); reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.10.

SECTION 6 – CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost.

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

6.2. Opinions of Cost.

- 6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.6.
- 6.2.2. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:
- 6.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project or Construction Costs in excess of the then established

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

SECTION 7 - OTHER

7.1 Termination

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

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

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

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

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

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

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

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

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

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

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

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

medical insurance, and Worker's Compensation Insurance since the ENGINEER is an "Independent Contractor".

- 7.4. ENGINEER affirms that it has neither an interest, nor shall acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services under this Agreement.
- 7.5. Controlling Law.
 - 7.5.1. This Agreement is to be governed by the law of the STATE OF NORTH CAROLINA without regard to any conflicts of laws provisions thereof.
- 7.6. Successors and Assigns.
 - 7.6.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted elsewhere within this Agreement the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
 - 7.6.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - 7.6.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.
- 7.7. Disputes.
 - 7.7.1. All unresolved claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by the appropriate division of the General Court of Justice for Alamance County, North Carolina unless alternative resolution procedures are mutually agreed to between the Parties.

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

OWNER:

ENGINEER:

Chris Rollins
City Manager

Josh Johnson,
Vice President, Head of Engineering

WITNESS:

WITNESS:

Stephanie Shaw
City Clerk

Mark Reich,
Vice President, Treasurer

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

Daphna Schwartz
Finance Director



**Capital Project Ordinance for the City of Mebane
West Ten Road Water Connector Project**

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

Section 1: The project authorized is the design and construction of a water connector to be financed by the debt proceeds.

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

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

Appropriation	Project Budget
Engineering & Surveying Services	\$ 135,000

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

Revenue	Project Budget
Utility Fund Appropriated Fund Balance	\$ 135,000

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

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

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

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

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



I certify as follows: that the foregoing capital project ordinance was properly adopted at a meeting of the City Council of the City of Mebane, North Carolina; that this meeting was properly called and held on September 5, 2023; that a quorum was present and acting throughout this meeting; and that this resolution has not been modified or amended and remains in full effect as of today.

Dated this _____ day of _____, 202____.

[SEAL]

City Clerk
City of Mebane, North Carolina



**Reimbursement Resolution for the West Ten Road Water Connector Project --
authorizing the City of Mebane to reimburse itself for early Project expenditures from later financing
proceeds**

Introduction --

The City intends to undertake a Project (as described below), use its own funds to pay initial Project costs, and then reimburse itself from financing proceeds for these early expenditures. The Manager and the Finance Director have advised the Council that it should adopt this resolution to document the City’s plans for reimbursement, so as to comply with certain federal tax rules relating to reimbursement from financing proceeds.

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

1. The Project is the West Ten Road Water Connector Project.

2. The City intends to advance funds for initial Project costs, and then reimburse itself from financing proceeds. The expected primary type of financing for the Project (which is subject to change) is an installment purchase agreement. The expected maximum amount of financing expected for the Project (including allowances for reserves and financing costs) is approximately \$1,709,375.

3. Funds for the early Project expenditures may come from the City’s Utility Fund, or any other appropriate City fund.

4. The City intends for the adoption of this resolution to be a declaration of its official intent to reimburse itself from financing proceeds for Project cost expenditures.

I certify as follows: that the foregoing resolution was properly adopted at a meeting of the City Council of the City of Mebane, North Carolina; that this meeting was properly called and held on September 5, 2023; that a quorum was present and acting throughout this meeting; and that this resolution has not been modified or amended and remains in full effect as of today.

Dated this _____ day of _____, 202_____.

[SEAL]

City Clerk
City of Mebane, North Carolina



AGENDA ITEM #12

Holt Street Greenway Project Bids & Contract Award

Meeting Date:

September 5, 2023

Presenter

Franz Holt, City Engineer

Daphna Schwartz, Finance Director

Public Hearing

Yes No

Summary

The City of Mebane recently received three (3) bids for the Holt Street Greenway project (Greenway Project) ranging from \$1,204,945.20 to \$1,690,425.50. The low bidder is McQueen Construction Inc. of Bahama, NC.

Background

The Greenway Project is a 10' paved multi-use path and boardwalk extending from Corregidor Drive to S. Third Street (approximately 4,285' long).

Financial Impact

A capital project ordinance and budget amendment is needed to cover the construction and engineering construction services costs for the Greenway Project in the amount of \$1,274,946 appropriated from the General Fund fund balance.

Recommendation

1. Staff recommends Council award a contract to the low bidder, McQueen Construction Inc., in the amount of \$1,204,945.20 for the construction of the Greenway Project.
2. Staff recommends Council adopt a capital project ordinance appropriating \$1,274,946 covering construction and related engineering construction services associated with the Greenway Project and amending the current FY 23-24 budget for the same.

Suggested Motion

1. I make the motion to approve awarding a contract to the low bidder, McQueen Construction Inc., in the amount of \$1,204,945.20 for the construction of the Greenway Project.
2. I make the motion to adopt a capital project ordinance appropriating \$1,274,946 covering construction and related engineering construction services associated with the Greenway Project and amending the current FY 23-24 budget for the same.

Attachments

1. Holt Street Greenway Letter of Recommendation of Contract Award and Certified Bid Tabulation.
2. Holt Street Greenway Capital Project Ordinance
3. Budget Ordinance Amendment Holt Street Greeway 9.5.23



August 21, 2023

City of Mebane
106 East Washington Street
Mebane, NC 27302

Subject: Holt Street Greenway
AWCK Project No. 19054

Honorable Mayor and City Council:

Bids for the subject project were opened on Tuesday, August 1, 2023, in the Glendel Stephenson Municipal Building. Three (3) bids were received with the lowest bid submitted by McQueen Construction, Inc. of Bahama, NC in the amount of \$1,204,945.20. Attached with this letter is a copy of the Tabulation of Bids showing the bidder's name and amount of each bid.

This contract consists of constructing a 10-ft wide asphalt trail and boardwalk from Corregidor Street to Third Street and includes a deduct alternate bid amount of \$30,004.50 to install a grit trail in lieu of asphalt greenway. We do not recommend accepting the alternate bid due to the low deduct amount.

McQueen Construction, Inc. has been in business since 1996 and has completed numerous projects over the years for many municipalities and NCDOT. We recommend that the Council award a contract to McQueen Construction, Inc. of Bahama, NC based on being the low responsive bidder in the amount of \$1,204,945.20.

We look forward to working with the City and Contractor during the construction phase of this project. Should you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark D. Reich', is written over a light blue circular stamp.

Mark D. Reich, PE

encl.

cc: Chris Rollins, City Manager
Preston Mitchell, Assistant City Manager
Aaron Davis, Director of Recreation and Parks

TABULATION OF BIDS

City of Mebane

Project: Holt Street Greenway

Bids Opened By: Mark Reich, PE, Project Engineer

Bid Date and Time: Tuesday, August 1, 2023, at 2:00 PM

Witnessed By: Franz Holt, PE and 3 Bidders

Location: Glendel Stephenson Municipal Building, Mebane, North Carolina 27302

Project No. 19054

CONTRACTOR	N.C. LICENSE NO.	BID SECURITY	ADD. No. 1	CQS RE'CD	E-VERIFY RE'CD	MBE / WBE	BASE BID AMOUNT	ALT. No. 1 AMOUNT
McQueen Construction, Inc.	36982	5% Bid Bond	√	√	No ⁴	0.0%	\$ 1,204,945.20	\$ (30,004.50)
Central Builders, Inc. of Mebane	4176	5% Bid Bond	√	√	√	0.0%	\$ 1,312,713.00 ^{1,2,3}	\$ (72,300.00)
Triangle Grading & Paving, Inc.	17456	5% Bid Bond	√	√	√	0.5%	\$ 1,690,425.50	\$ (323,542.50)
							\$	\$

- Notes: 1) Unit price for item 17 is \$2,500.00/each for 6 scour holes. Actual Bid amount is \$15,000.00 in lieu of \$9,000.00.
 2) Unit price for item 18 is \$1,500/each for 10 Sediment Traps. Actual Bid amount is \$15,000.00 in lieu of \$7,500.00.
 3) Total Bid Amount revised from \$1,299,213.00 to \$1,312,713.00, based on mathematical error.
 4) E-Verify Form was not submitted. Received after Bid Opening.



THIS IS CERTIFIED TO BE A TRUE COPY OF BIDS RECEIVED





**Capital Project Ordinance for the City of Mebane
Holt Street Greenway Project**

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

Section 1: The project authorized is the construction of a greenway to be financed by appropriated fund balance.

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

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

Appropriations	Project Budget
Construction Administration	\$ 45,000
Geotechnical Engineering Consultant	\$ 25,000
Construction	\$ 1,204,946
Total Expenses	\$ 1,274,946

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

Revenue	Project Budget
General Fund Appropriated Fund Balance	\$ 1,274,946

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

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

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

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

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



I certify as follows: that the foregoing capital project ordinance was properly adopted at a meeting of the City Council of the City of Mebane, North Carolina; that this meeting was properly called and held on September 5, 2023; that a quorum was present and acting throughout this meeting; and that this resolution has not been modified or amended and remains in full effect as of today.

Dated this _____ day of _____, 202____.

[SEAL]

City Clerk
City of Mebane, North Carolina

BE IT ORDAINED by the Council of the City of Mebane that the Budget Ordinance for the Fiscal Year beginning July 1 2023 as duly adopted on June 5, 2023, is hereby amended as follows:

ARTICLE I

APPROPRIATIONS	Current Budget	Change	Revised Budget
General Fund - Non-Departmental	\$ 4,310,684	\$ 1,274,946	\$ 5,585,630

ARTICLE II

REVENUES	Current Budget	Change	Revised Budget
General Fund - Appropriated Fund Balance	\$ 3,782,616	\$ 1,274,946	\$ 5,057,562

This the 5th day of September, 2023.



AGENDA ITEM #13

Lebanon Rd. Sidewalk & Trail Connector Bids and Contract Award

Meeting Date:

September 5, 2023

Presenter

Franz Holt, City Engineer
Daphna Schwartz, Finance Director

Public Hearing

Yes No

Summary

The City of Mebane recently received three (3) bids for the Lebanon Rd. Sidewalk & Trail Connector project (Connector Project) ranging from \$652,835 to \$1,235,169. The low bidder is Hollins Construction Services Inc. of Wake Forest, NC. As allowed, the project engineer met with the contractor to review items that may be modified which resulted in lowering the bid to \$597,169.

Background

The Connector Project includes a 465 feet of 5' concrete sidewalk and 776 feet of 8' grit trail along and just off Lebanon Road from Lake Michael Drive to the Retreat at Lake Michael's multi-use path. In addition, curb and gutter on 5-inches of black base asphalt, guard rail, safety railing, storm drain piping & inlet structures, and headwall/retaining wall construction is needed to complete the work.

Financial Impact

A budget amendment in the amount of \$222,169 is needed to cover the construction costs for the Connector Project. Currently, \$375,000 is budgeted for the project. This additional fund balance appropriation in the General Fund will bring the total budgeted for the project to \$597,169.

Recommendation

1. Staff recommends Council award a contract to the low bidder, Hollins Construction Services Inc. in the amount of \$597,169 for the construction of the Connector Project.
2. Staff recommends Council adopt a budget amendment appropriating \$222,169 of fund balance to add to the \$375,000 already budgeted to come to the project total of \$597,169.

Suggested Motion

1. I make the motion to approve awarding a contract to the low bidder, Hollins Construction Services, Inc., in the amount of \$597,169 for the construction of the Connector Project.
2. I make the motion to amend the current FY 23-24 Budget Ordinance by appropriating \$222,169 in General Fund fund balance.

Attachments

1. Letter of Recommendation of Contract Award, Certified Bid Tabulation, & Value Engineering Items.
2. Budget Ordinance Amendment Lebanon Rd. Sidewalk & Trail Connector 9.5.23.



August 22, 2023

City of Mebane
106 East Washington Street
Mebane, NC 27302

Subject: Lebanon Road Sidewalk and Trail Connector
AWCK Project No. 22011

Honorable Mayor and City Council:

Bids for the subject project were opened on Friday, August 4, 2023, in the Glendel Stephenson Municipal Building. Three (3) bids were received with the lowest bid submitted by Hollins Construction Services, Inc. of Wake Forest, NC in the amount of \$652,835.00. Attached with this letter is a copy of the Tabulation of Bids showing the bidder's name and amount of each bid.

Project consists of installing approximately 570 lf of curb and gutter, 675 lf of 5', 6' and 10 wide sidewalk, 1,100 lf of 8-ft wide grit trail. In addition, NCDOT guardrail will be installed between curb and sidewalk and a safety rail installed in vicinity of existing culvert.

We have evaluated and discussed several items with the contractor to lower the project cost and Value Engineered 3 items to reduce their bid amount to \$597,169.00. See attached Value Engineering Map and detailed cost analysis.

Hollins Construction Services, Inc. has been in business since 2010 and has completed three prior City of Mebane sidewalk projects and other municipal and NCDOT sidewalk projects We recommend that the Council award a contract to Hollins Construction Services, Inc. based on being the low responsive bidder in the Value Engineered amount of \$597,169.00.

We look forward to working with the City and Contractor during the construction phase of this project. Should you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark D. Reich', is written over a light blue circular stamp.

Mark D. Reich, PE

encl.

cc: Chris Rollins, City Manager
Preston Mitchell, Assistant City Manager
Aaron Davis, Director of Recreation and Parks

TABULATION OF BIDS

City of Mebane

Project: Lebanon Road Sidewalk and Trail Connector

Bids Opened By: Mark Reich, PE, Project Engineer

Bid Date and Time: Friday, August 4, 2023, at 2:00 PM

Witnessed By: Franz Holt, PE and Jordan Pulliam

Location: Glendel Stephenson Municipal Building, Mebane, North Carolina 27302

Project No. 22011

CONTRACTOR	N.C. LICENSE NO.	BID SECURITY	CQS RE'CD	E-VERIFY RE'CD	MBE/WBE	BASE BID AMOUNT	Alt. No. 1 Amount
Hollins Construction Services Inc	69738	5% Bid Bond	No	Yes	46.0%	\$ 652,835.00	\$ 33,000.00
Central Builders, Inc. of Mebane	4176	5% Bid Bond	Yes	Yes	0%	\$ 970,788.00	\$ 68,200.00
Triangle Grading & Paving, Inc.	17456	5% Bid Bond	Yes	Yes	0.54%	\$ 1,235,169.00	\$ 115,500.00

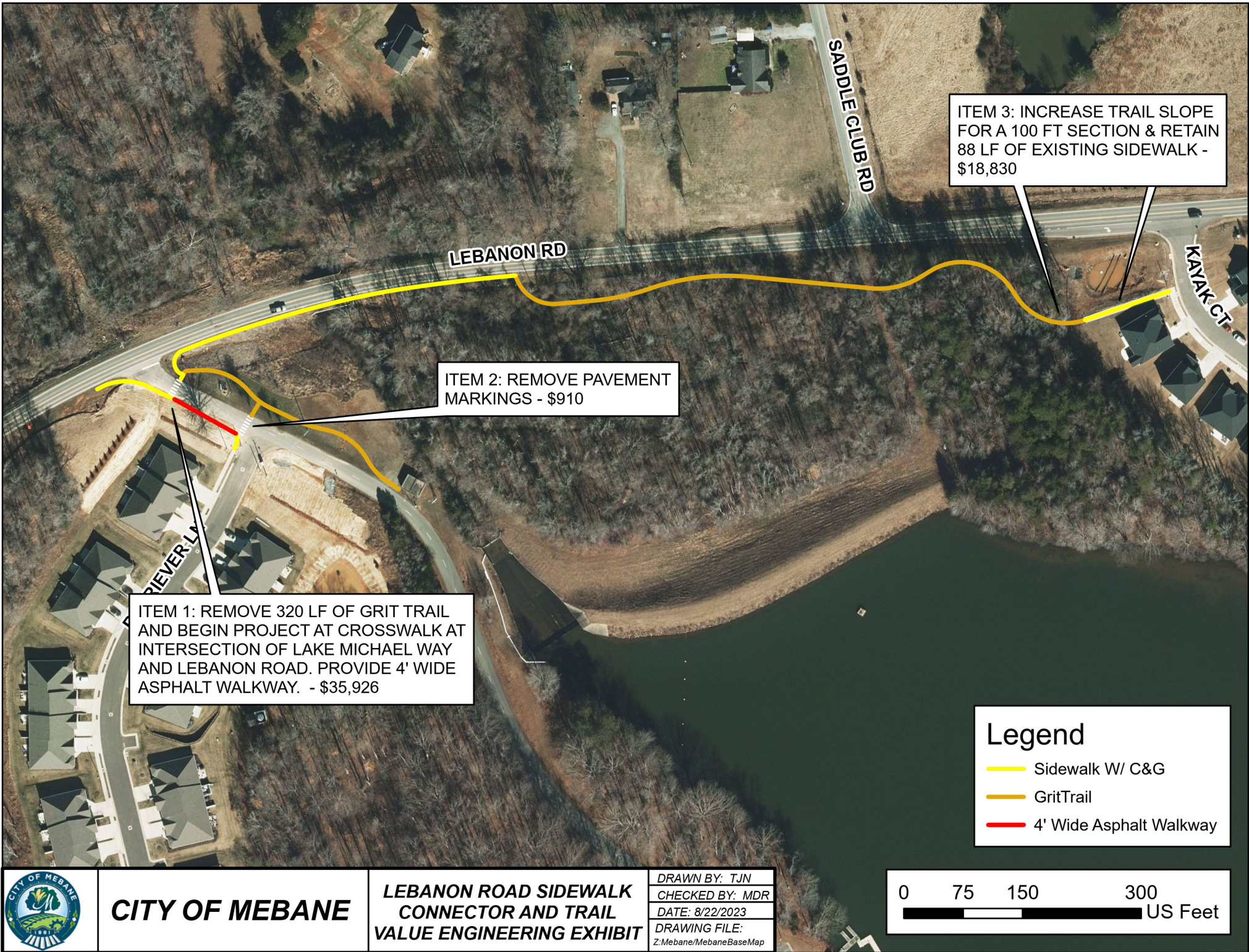


Note: Contractor's Qualification Statement was not included with submitted bid.

Alternate No. 1 is additional cost to install asphalt pavement in lieu of Chapel Hill Gravel.

THIS IS CERTIFIED TO BE A TRUE COPY OF BIDS RECEIVED





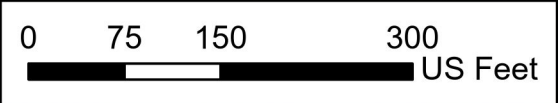
ITEM 3: INCREASE TRAIL SLOPE FOR A 100 FT SECTION & RETAIN 88 LF OF EXISTING SIDEWALK - \$18,830

ITEM 2: REMOVE PAVEMENT MARKINGS - \$910

ITEM 1: REMOVE 320 LF OF GRIT TRAIL AND BEGIN PROJECT AT CROSSWALK AT INTERSECTION OF LAKE MICHAEL WAY AND LEBANON ROAD. PROVIDE 4' WIDE ASPHALT WALKWAY. - \$35,926

Legend

- Sidewalk W/ C&G
- GritTrail
- 4' Wide Asphalt Walkway



CITY OF MEBANE

**LEBANON ROAD SIDEWALK
CONNECTOR AND TRAIL
VALUE ENGINEERING EXHIBIT**

DRAWN BY: TJN
 CHECKED BY: MDR
 DATE: 8/22/2023
 DRAWING FILE:
 Z:Mebane/MebaneBaseMap

Lebanon Road Sidewalk and Trail Connection					
Value Engineering Options					
Item 1: Begin Project at crosswalk at intersection of Lake Michael Way and Lebanon Road					
	Description	Quantity	Unit	Unit Price	Amount
	Reduce length of Grit Trail	320	LF	50.00	16,000.00
	Delete Culvert 1 - 24" RCP	32	LF	150.00	4,800.00
	Delete Drop Inlet	1	Each	4,100.00	4,100.00
	Reduce Grading Lump Sum Bid		Lump Sum	10,000.00	10,000.00
	Reduce Rip Rap	4	Tons	130.00	520.00
	Reduce Filter Fabric	8	SY	7.00	56.00
	Reduce Silt Fence	210	LF	5.00	1,050.00
	Delete Construction Entrance	1	Each	2,500.00	2,500.00
	Delete 2 Silt Basin (Lump sum \$TBD)	2	Each	1,000.00	2,000.00
	Additional ABC Stone	25	TN	60.00	(1,500.00)
	Additional Asphalt Concrete Surface Course S 9.5B	8	TN	450.00	(3,600.00)
Item 1 Sub-total					35,926.00
Item 2: Pavement markings for crosswalk at Retriever Lane					
	Pavement Marking , 24" Lines	26	LF	35.00	910.00
Item 2 Sub-total					910.00
Item 3: Increase trail slope for a 100-ft section and retain 88 lf of existing sidewalk.					
	Additional Grading				(3,170.00)
	Delete removal and replacement of existing concrete trail	88	LF	250.00	22,000.00
Item 3: Sub-total					18,830.00
Potential Savings Items 1-3					55,666.00
Bond Amount (2% Reduction)					1,112.80
VE Total Reductions					56,778.80
Bid Amount					652,835.00
Rev Contract Amount					597,169.00

BE IT ORDAINED by the Council of the City of Mebane that the Budget Ordinance for the Fiscal Year beginning July 1 2023 as duly adopted on June 5, 2023, is hereby amended as follows:

ARTICLE I

APPROPRIATIONS	Current Budget	Change	Revised Budget
General Fund - Recreation & Parks	\$ 3,234,329	\$ 222,169	\$ 3,456,498

ARTICLE II

REVENUES	Current Budget	Change	Revised Budget
General Fund - Appropriated Fund Balance	\$ 3,782,616	\$ 222,169	\$ 4,004,785

This the 5th day of September, 2023.



AGENDA ITEM #14

Resolution for the Application of seeking State funding assistance through the Clean Water State Revolving Fund (CWSRF) for the WRRF expansion to 4.0 MGD

Meeting Date

September 5, 2023

Presenter

Daphna Schwartz, Finance Director

Public Hearing

Yes No

Summary

Staff recommends that the Council approve the needed steps to apply for funding assistance through the Clean Water State Revolving Fund (CWSRF) for a proposed 1.5 MGD expansion of the WRRF from 2.5 MGD to 4.0 MGD. Attached is a resolution to be considered by the Council for adoption, which will allow the City to make an Application this fall round (the application deadline is October 2, 2023). Due to the amount of funding assistance needed for the project, any funding shortfall is automatically considered in the subsequent funding cycle in the Spring of 2024 (if initially awarded). Typical loans are a maximum of \$35 million with a 20-year payback period. The City of Mebane will be competing with other municipalities for this funding.

Background

The City is currently renovating the Water Resource Recovery Facility (WRRF) and has contracted with McGill Associates, P.A. to render professional services in connection with the WRRF expansion to 4.0 MGD. The renovation project should be completed in the coming months, which will clear the way for the expansion project to begin. Construction bids for the expansion are expected to come in early 2024.

The proposed expansion to 4.0 MGD is estimated to cost approximately \$63 million. The City has received an American Rescue Plan – Earmark grant from the North Carolina Department of Environmental Quality for \$11,925,000. The City plans to cash fund \$5,183,000. Therefore, the City seeks other revenue streams to fill the \$45,892,000 funding gap.

City staff has spoken with the State regarding seeking assistance through the CWSRF to help fund the expansion project. This funding source is typically at low rates (approximately half of market interest rates) for a 20-year payback period. There is a 2.0% loan closing fee. This opportunity is worthwhile to pursue.

Financial Impact

If the total amount of the funding gap is approved, we expect it to be over two funding cycles (this fall, \$35 million, and next spring, \$10.9 million).

Recommendation

Staff recommends adopting the resolution provided requesting Clean Water State Revolving Fund assistance to fund the 1.5 MGD WRRF expansion project, taking the design capacity to 4.0 MGD.

Suggested Motion

Move to adopt the resolution as presented, requesting Clean Water State Revolving Fund assistance to fund the proposed 1.5 MGD WRRF expansion project, taking the design capacity 4.0 MGD.

Attachments

1. Resolution by Governing Body of Applicant



RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The City of Mebane has need for and intends to construct a project to expand the wastewater treatment capacity of its Water Resource Recovery Facility, and

WHEREAS, The City of Mebane intends to request State loan and/or grant assistance for the project,

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

That City of Mebane, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Mebane to make a scheduled repayment of the loan, to withhold from the City of Mebane any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

If applying for a regional project, that the **Applicant** will partner and work with other units of local government or utilities in conducting the project, including N/A.

That Chris Rollins, City Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the ___ of September, 2023 at Mebane City Hall – Council Chambers, 106 East Washington Street, Mebane, North Carolina.

Signature of Chief Executive Officer

Name and Title of Chief Executive Officer

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting City Manager of the City of Mebane does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City Council of the City of Mebane duly held on the ___ day of September, 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of September, 2023.

(Signature of Recording Officer)

Stephanie W. Shaw, City Clerk

(Title of Recording Officer)



INFORMATIONAL ITEM #15

Transit Opportunities

Meeting Date

September 5, 2023

Presenter

Ashley Ownbey, Development Director

Public Hearing

Yes No

Summary

City staff have received inquiries from local transit groups about expanding local and regional services in Mebane. Expansion of transit services would better connect Mebane to neighbors to the east and west and provide more transportation options for Mebane residents traveling locally and regionally. Consideration of new routes and services involves a public process most likely led by the respective transportation agency in partnership with the City of Mebane. The purpose of this informational item is to alert the Mebane City Council and the public of potential public engagement processes in the near future.

Background

In 2018, the City of Mebane adopted the 2040 Comprehensive Transportation Plan (CTP). A transit element is included in this plan and recommends a circulator bus route as a method to expand public transit locally. Additionally, the transit element notes the following: "local residents of Mebane have expressed a desire to have service to the nearby Alamance Community College (ACC) and also have transfers available with Link Transit, which services Burlington, Gibsonville, and ACC" (p. 62).

The Comprehensive Land Development Plan, which was adopted in 2017, includes the following transit-related goal: "Public Facilities and Infrastructure Goal 2.2 – Develop a coordinated public transportation system to reduce vehicular traffic demand on city streets and thoroughfares." Alamance County Transportation Agency (ACTA), Piedmont Authority for Regional Transportation (PART), Orange County Transit, GoTriangle, and Link Transit are identified as partners in implementation of Goal 2.2.

Financial Impact

No financial impacts are being considered during this stage of research, planning, and engagement.

Recommendation

This item is presented as information.

Attachments

1. City of Mebane 2040 Comprehensive Transportation Plan – [click here](#).

Mebane Fire Dept. Monthly Report

	July	Year to Date	% Change from 2022
Structural Response			
Totals	32	192	-11%
Average Personnel Per Response	10	11	
Average Volunteer Response	2	2	
Non Structural Responses			
Totals	80	437	-5%
Total Fire Response	112	629	-7%
Location (Year to Date)	North	South	
Total Number/Percentage	285/45%	394/55%	
Average Fire Response Time	North 5:09	South 5:45	
Percentage of Calls Inside City	53%	52%	
Percentage of Calls Outside City	29%	31%	
Percentage of Calls for Mutual Aid	18%	17%	
EMT Response	178	1183	-4%
Location (Year to Date)	North	South	
Total Number/ Percentage	620/52%	563/48%	
CPS Seats Checked	16	108	
Smoke Alarms Checked/Installed	2	33	
Station Tours/Programs	1	18	
# of Participants	332	2368	
Events Conducted/Attended	8	33	
Safety Message on City Water Bill	5100	26000	
Views Of Fire Safety Facebook Post	2559	10434	