



Council Meeting Agenda  
October 3, 2016  
6:00 p.m.

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1. Call to Order and Invocation ..... Mayor Glendel Stephenson
2. Public Comments..... Mayor
3. Consent Agenda..... Mayor
  - a. Approval of Minutes-
    - Special Meeting- CLP Work Session- September 6, 2016
    - Regular Meeting- September 19, 2016
4. Public Hearings:
  - a. Economic Incentive- Lotus Bakeries, NV ..... David Cheek, City Manager
  - b. Voluntary Annexation- Ordinance to Extend the Corporate Limits-  
Cook Out- Mebane Oaks, Inc.....Lawson Brown, City Attorney
5. Petition for Voluntary Annexation-  
Venn Hillsborough, LLC..... Mr. Brown
6. Petition for Voluntary Annexation-  
ME II Holdings, LLC (Prescient) ..... Mr. Brown
7. Mebane McGee Associates, JV Rezoning (Verbally requested by  
the applicant to be postponed until November 7, 2016)..... Ms. Hadley
8. Mebane McGee Associates, JV Special Use Permit (Verbally requested by  
the applicant to be postponed until November 7, 2016)..... Ms. Hadley
9. Adjournment..... Mayor



The Mebane City Council met for a Special Meeting at 4:00 p.m. on Tuesday, September 6, 2016 at the Municipal Building located at 106 E. Washington Street for the purpose of a joint meeting with the Comprehensive Land Development Plan Committee members.

Councilmembers Present:

Mayor Glendel Stephenson  
Mayor Pro-Tem Ed Hooks  
Councilmember Tim Bradley  
Councilmember Patty Philipps  
Councilmember Jill Auditori  
Councilmember Everette Greene

Also Present:

David Cheek, City Manager  
Chris Rollins, Assistant City Manager  
Lawson Brown, City Attorney  
Montrena Hadley, Planning Officer  
Stephanie Shaw, City Clerk

Committee Members Present:

Judy Taylor  
Traci Davenport  
Ken Walker  
Ben Wooten  
Shawn Cummings  
Jessica Simmons

Others Present:

Jesse Day, PTRC- Regional Planning Director  
Malinda Ford, PTRC- GIS Manager  
Brooke Massa, NC Wildlife Land Conservation Biologist  
Perdita Holtz, Orange County Planning

Mayor Stephenson called the meeting to order. Mr. Cheek began meeting by stating the purpose of the work session and invited everyone present to introduce themselves.

Brooke Massa gave a presentation on the Green Growth Toolbox. The City received the Green Growth grant last year which supports the land development plan. The Commission offers training opportunities and technical assistance to municipalities. To fulfill the Partners for Green Growth Grant, this plan will need (1) an *Open Space and Natural Resources Protection* section; and (2) policy recommendations to protect and connect habitats.

Jesse Day gave a presentation on the public involvement up to this point and led a discussion on the plan vision and policy recommendations. Comments from the attendees included:

- Desire mixed-use and mixed residential densities, not just a denser residential land use
- Concerned over the traffic implications of additional growth
- Sidewalks are important in new developments; however, the elimination of curb and gutter requirements should be examined
- Want to encourage tidying up above ground utilities where possible, but concerned about the cost of retrofitting
- Make getting to school easier and safer; school bus ridership is down; work with the school system on the placement of new schools to facilitate safe access regardless of mode of travel
- Reduce parking requirements (example: the Walmart parking lot is very large and is almost never full)
- Concerned with development in the Jones Road Area where sewer is currently unavailable – don't want to take up valuable space with septic fields
- Traffic is also a limiting factor for the Jones Road Area
- City should plan for the type of development it wants; if you don't build the infrastructure, they won't come
- City will have to consider what changes may need to be made to the UDO at the completion of this plan
- Discussion of impact fees and revenue to pay for traffic studies

Malinda Ford gave a presentation on Mebane's past and future growth. Holly Springs was used as a comparison jurisdiction that has seen growth over the past 20 years that Mebane could expect in the next 20 years.

- If Mebane's population increases by 20,000 people in the next 20 years, where will those people go? Based on current land uses and zoning, the City could possibly accommodate another 15,000 people. The City's sewer study has come to almost the same conclusion. Where will the additional 5,000 people go? Does the City need to expand its limits or increase capacity within the City?
- Scenario modeling exercise will help visualize (1) where new homes and jobs will go based on current land uses and zoning regulations and also (2) how new growth strategies in targeted areas could change where and how dense growth develops.

Jesse Day presented the proposed growth strategy areas:

- Primary Growth Areas (G-1)
  1. G-1 Mixed-Use Downtown
  2. G-1 Mixed-Use NC-110/US-70
  3. G-1 Mixed-Use Cameron Lane
  4. G-1 Industrial NCCP
- Primary Growth Areas (G-2)
  5. G-2 Industrial BEDD
  6. G-2 Residential Jones Drive/South Mebane Oaks Road
- Primary Growth Areas (G-3)
  7. G-3 Mixed-Use NC-119/Bypass
- Secondary Growth Areas (G-4)
- Conservation Area & Corridors

Next steps were discussed. Another advisory committee will need to be held in late September or October before the second public meeting. Different options for public notification need to be considered to also include people outside the City limits.

By motion of Ms. Philipps, seconded by Ms. Auditori, the Council unanimously approved the members for the Comprehensive Transportation Plan Advisory Committee as follows:

Barnhart, John	Hooks, Ed
Brouwer, Rebecca	Schuler, Bob
Chapman, William Bill	Shepherd, Jen
Cole, Yavetta	Sichi, David
Doermann, Geoffry	Simmons, Jessica
Gibbs, Shawn	Wilson, George

Please see attached related documents and presentations.

There being no further business, the meeting was adjourned at 6:05pm.

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Glendel Stephenson, Mayor

ATTEST:

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Stephanie W. Shaw, City Clerk

# GREEN GROWTH TOOLBOX

*Wildlife & Natural Resource Stewardship in Planning*



**Brooke Massa**

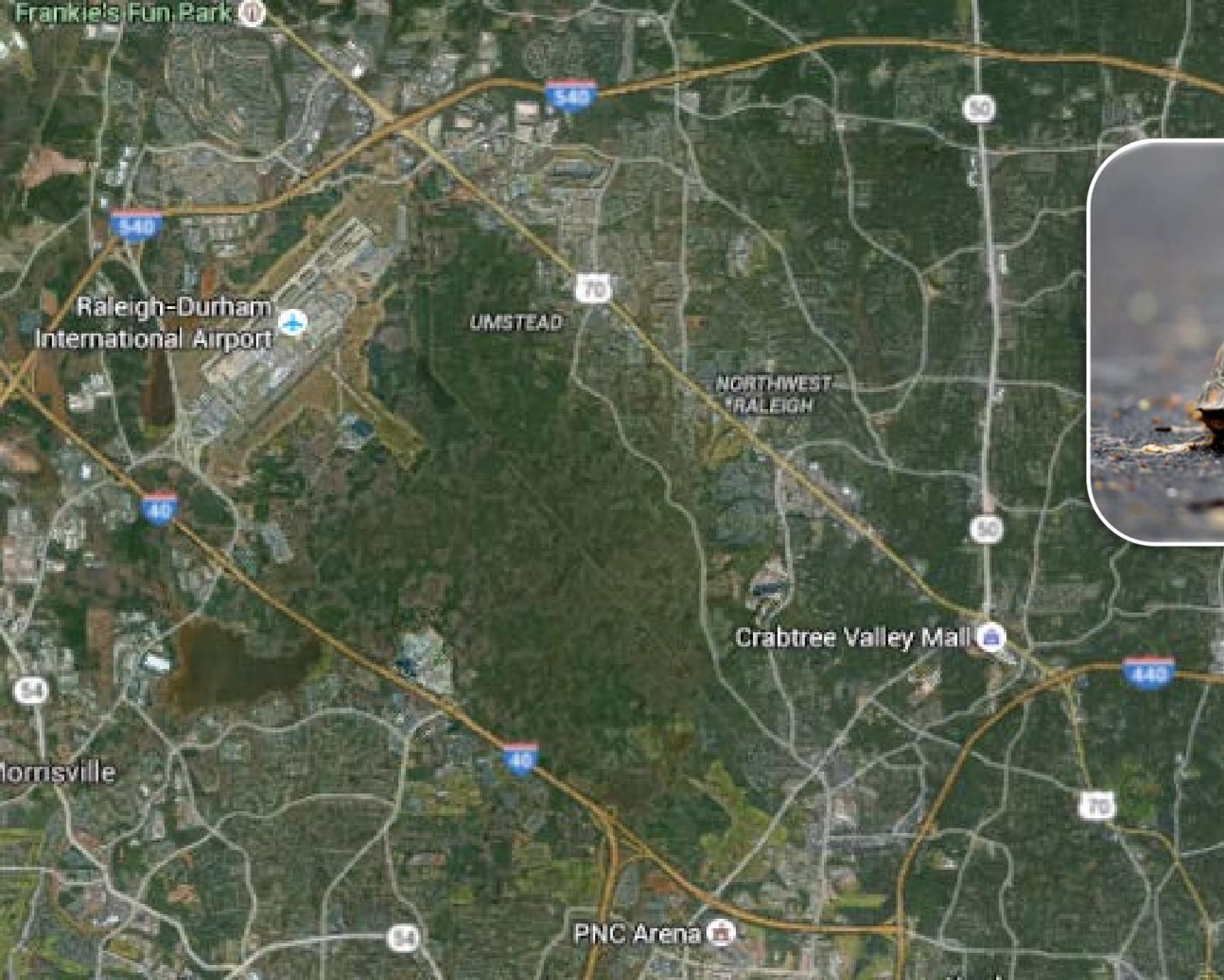
**Land Conservation Biologist**





**To conserve North Carolina's wildlife resources and their habitats** and provide programs and opportunities that allow hunters, anglers, boaters; other outdoor enthusiasts to enjoy wildlife-associated recreation.

Frankie's Fun Park



5,500 acres

# What is Green Growth?

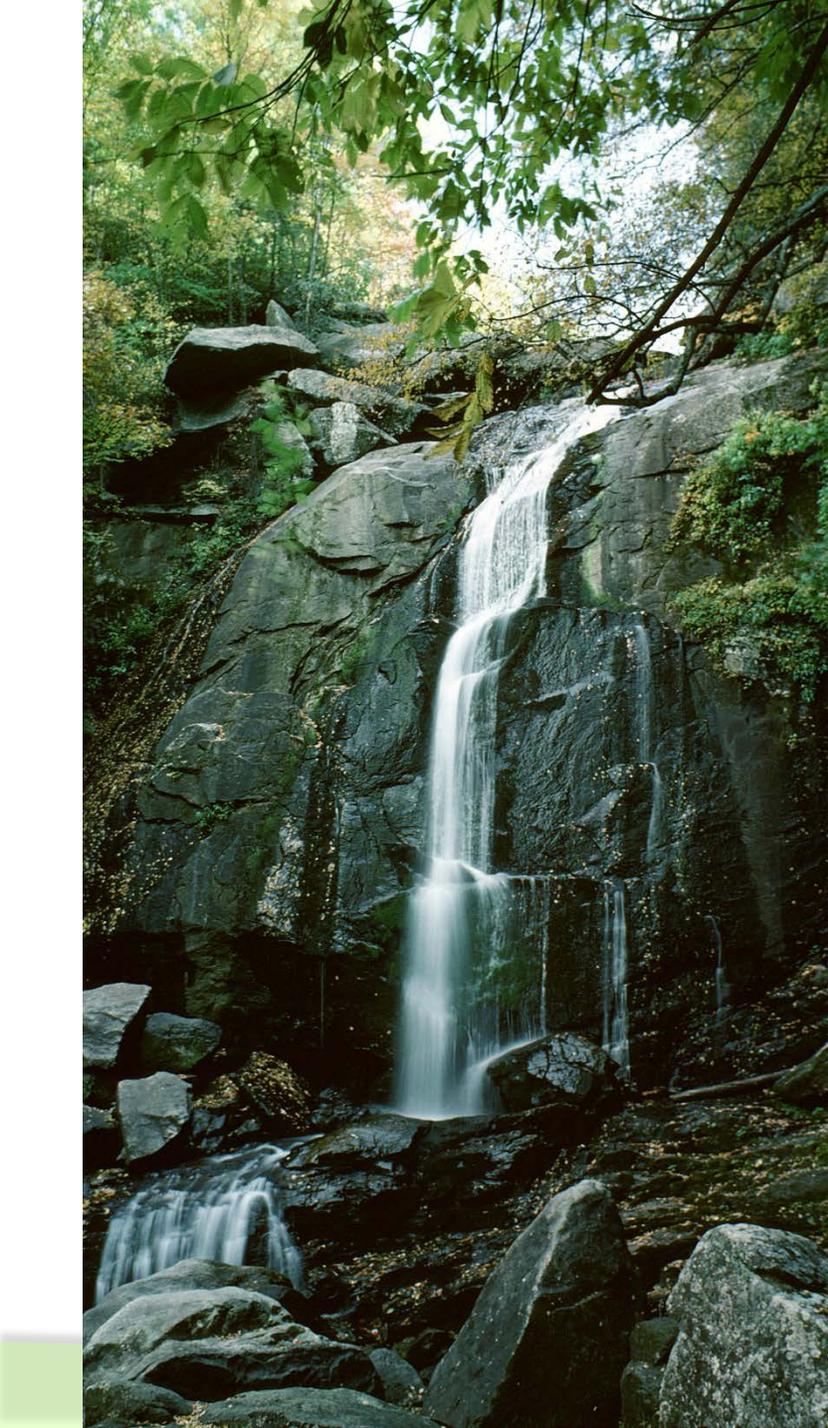
Voluntary

Conserving **priority wildlife habitat** while building homes, businesses & shopping centers



# NATURAL ASSETS





# Green Growth Toolbox Implementation

- ◎ Over 430 land use planners & local government staff trained.
- ◎ Over 90 counties, towns and cities
- ◎ 33 communities have received technical assistance & incorporated priority wildlife habitat in land use planning projects.

# Land Use Plans with Green Growth

- ⦿ Moore County
- ⦿ Harnett County
- ⦿ Bladen County
- ⦿ Anson County
- ⦿ Stanly County
- ⦿ Montgomery County
- ⦿ Union County
- ⦿ Jackson County
- ⦿ Aberdeen
- ⦿ Raleigh
- ⦿ Cary
- ⦿ Davidson
- ⦿ Southern Pines
- ⦿ Siler City
- ⦿ Navassa
- ⦿ Durham

72% - need funding to support conservation planning

# Partners for Green Growth Cost-Share Assistance Pilot Project

**Open Space & Natural Resources Protection section** for the Land Use Plan that aims to:

- a. Reduce impacts to the sensitive natural areas, priority habitats, and wildlife,
- b. Maps and describes these resources and species,

**Policy recommendations** and strategies to protect and connect the habitats

- a. Natural resource and habitat conservation policies will be incorporated into other sections, as appropriate

# Thank you! Questions?



Funding provided by

State Wildlife Grants

the Wildlife Conservation Society-Doris  
Duke Charitable Foundation

and the NC Non-Game Tax Checkoff Fund



[www.ncwildlife.org/greengrowth](http://www.ncwildlife.org/greengrowth)





# COMPREHENSIVE LAND DEVELOPMENT PLAN MEBANE BY DESIGN

City Council & Advisory Committee Joint Meeting

September 6, 2016

# Vision and Policy Recommendations



# Public Involvement Summary

- 5 Advisory Committee Meetings between January and June
- Focus groups: MOTM and Downtown
- March Public Meeting and Survey
- Future public meeting TBA
- Key Deliverables
- Key Issues Workshop
- Vision and Goals Workshop
- Community Meeting Survey
- Growth Strategy Workshops
  - Identification
  - Examples from other municipalities
  - Uses, lot sizes, connectivity, etc.



# Desired Outcomes of the Planning Process

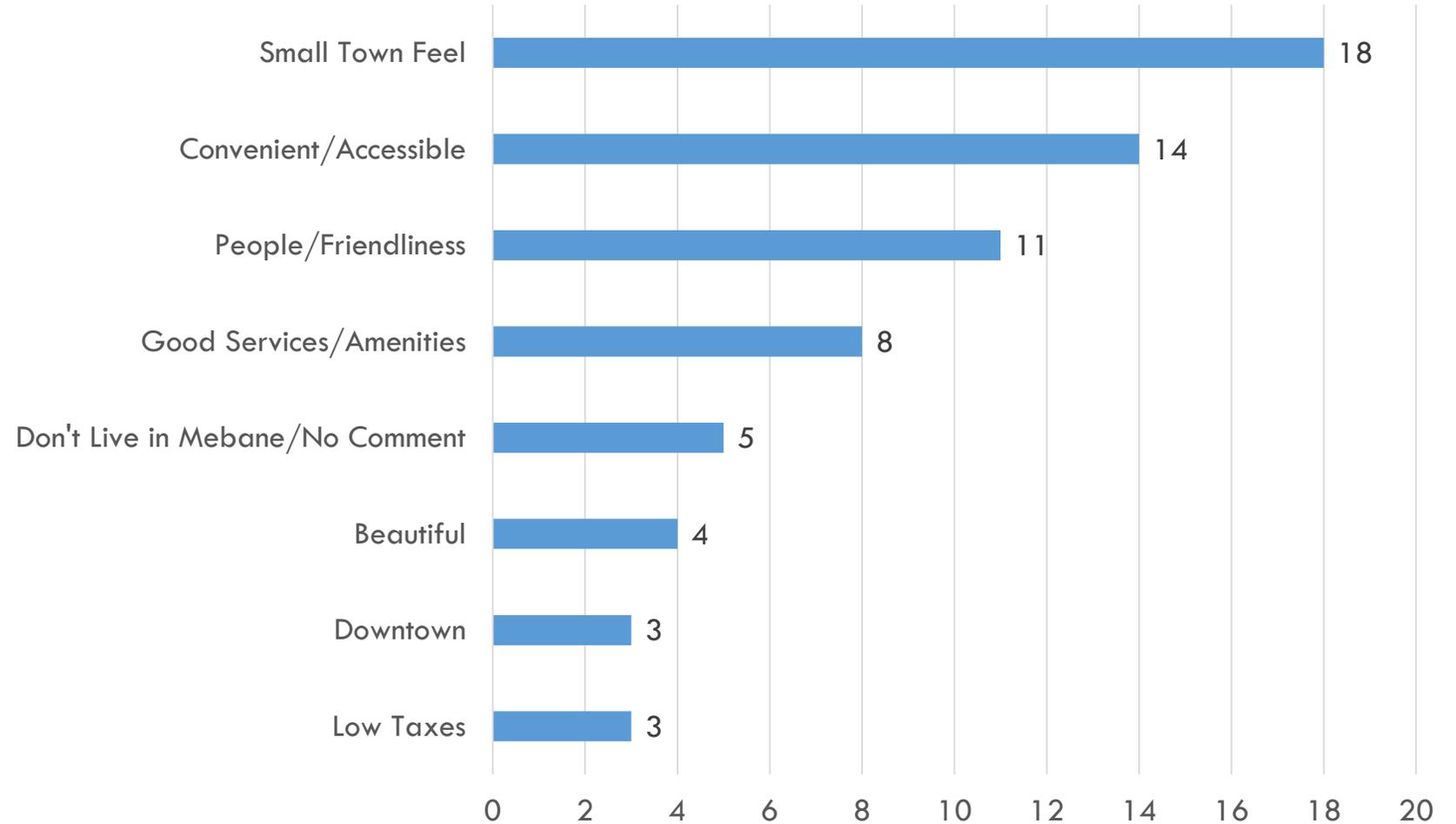


## THEMES

- Public input
- Robust infrastructure plan
- Reuse
- Equitable and diverse policies
- Proactive

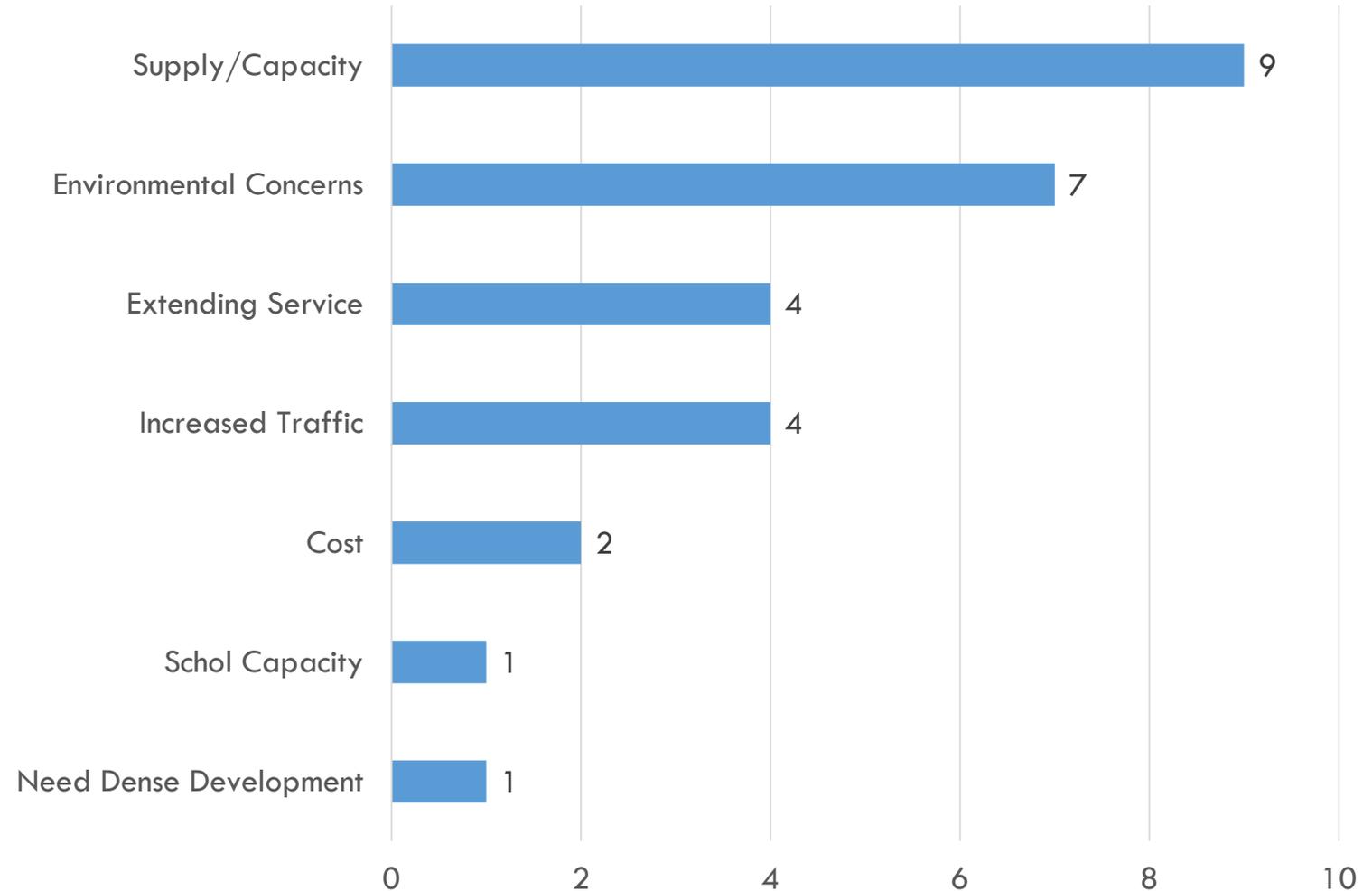
# Q1: What do you like most about living in Mebane?

- Answered: 40
- Skipped: 0



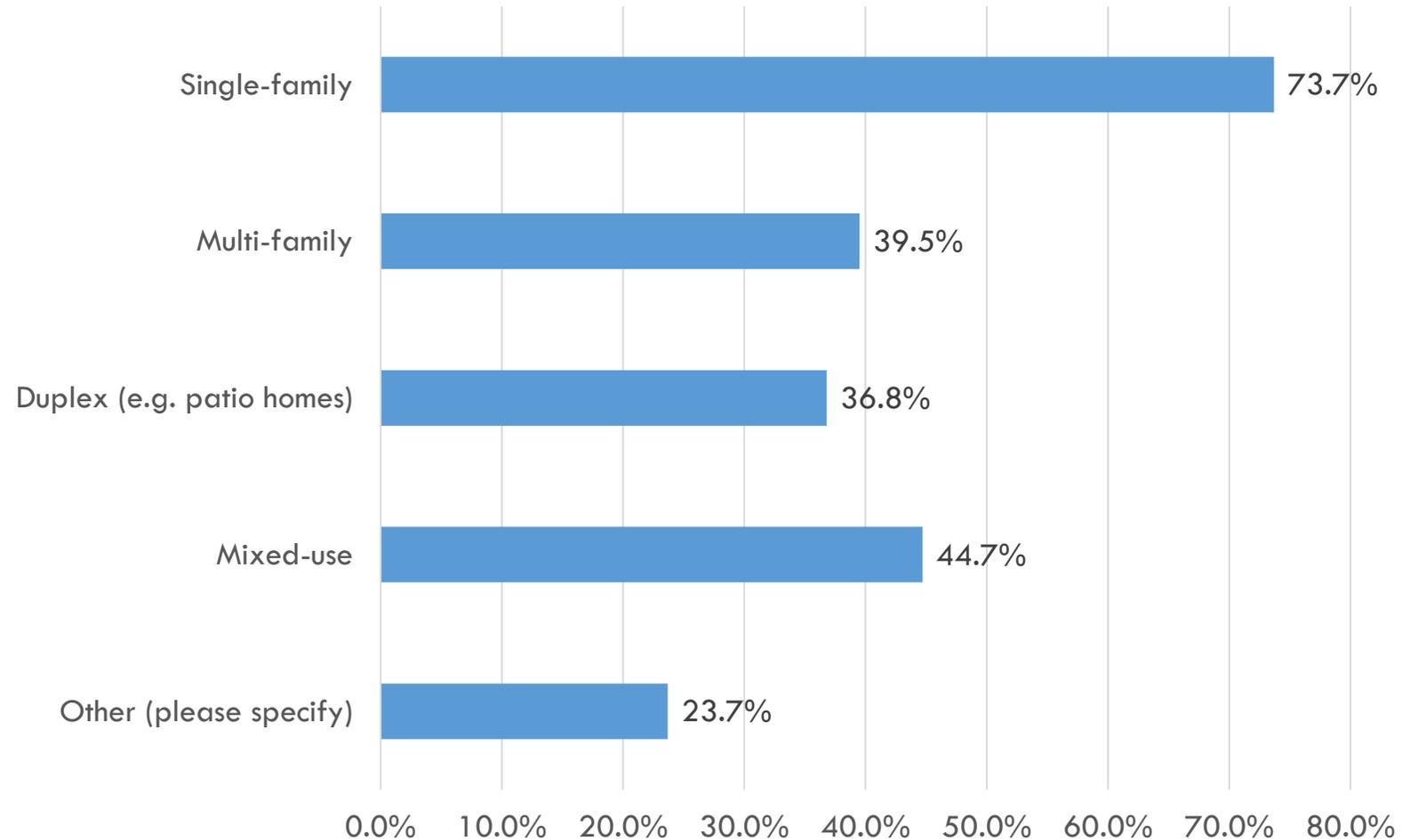
# Q6: What concerns you most about future infrastructure needs?

- Answered: 27
- Skipped: 13



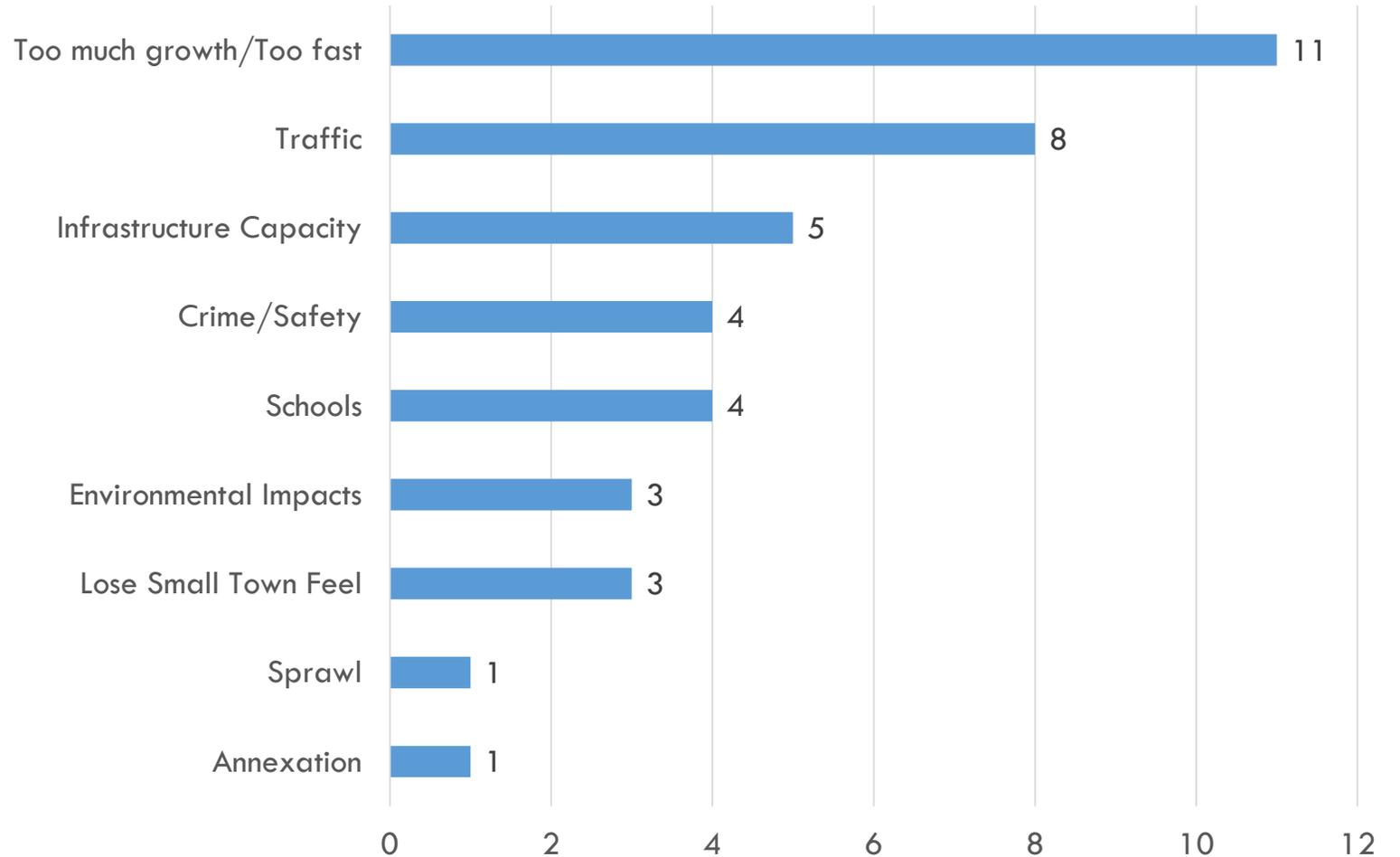
Q9: What type of housing should be built to accommodate future growth in Mebane? Check all that apply.

- Answered: 38
- Skipped: 2



# Q11: What is your biggest concern for Mebane's future?

- Answered: 34
- Skipped: 6



# Policy Recommendations

## Organized as Follows

- General Development
- Land Uses
- Schools and Safety
- Open Space and Recreation
- Downtown
- Vibrant Community
- Aesthetics, Wayfinding & Signage



# Policy Recommendations

1. Take a minute to read through the policy recommendations
2. Do these policies make sense?
3. What is missing?
4. What would you change?



# Population & Comparison

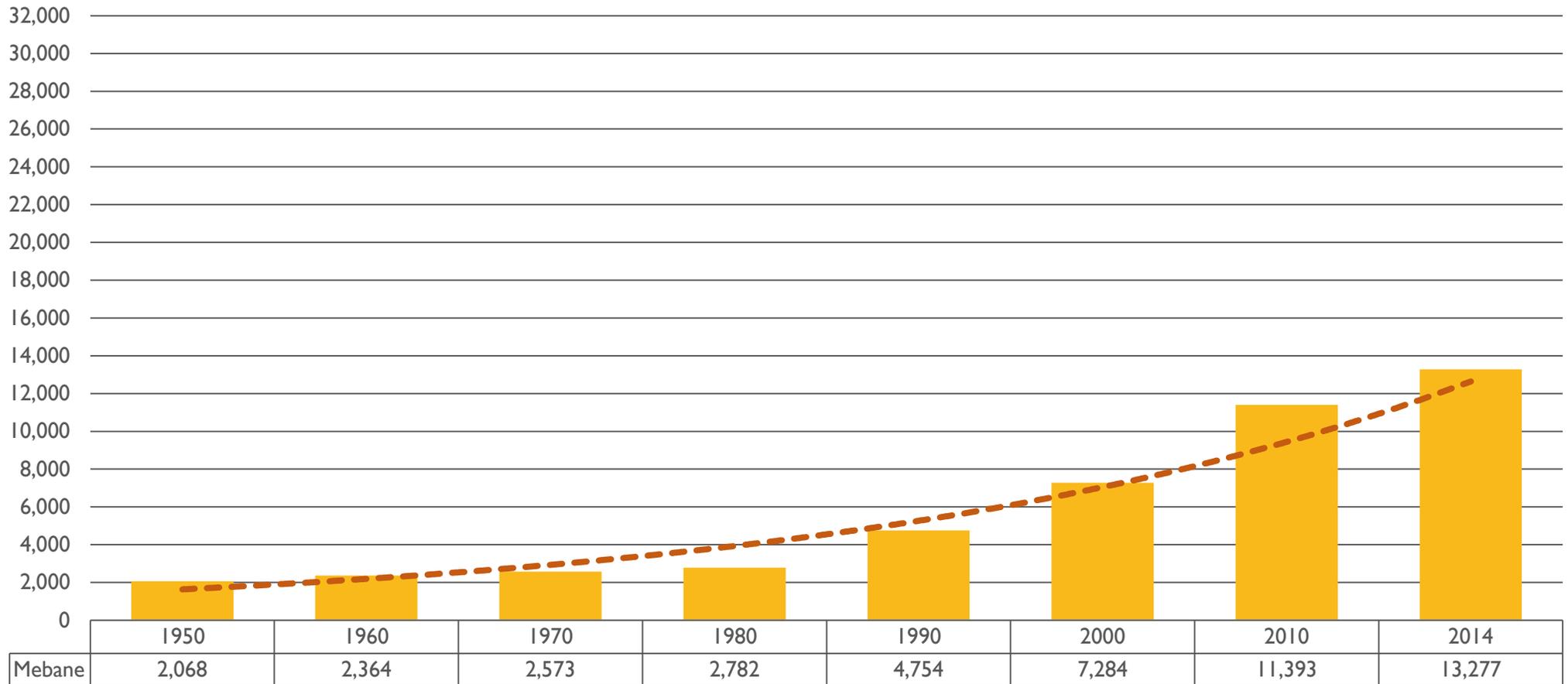


# Population & Study Area

Jurisdiction:	Population (2014)	Square Miles	Density (Sq. Mi.)	Density (Acre)
<b>Mebane</b>	13,277	8.8	1,509	2.34
Belmont	10,799	11.7	920	1.39
Fuquay-Varina	21,796	12.7	1,721	2.79
<b>Holly Springs</b>	28,832	13.6	2,127	3.48
Knightdale	13,102	6.8	1,916	3.17
Alamance County	155,789	434.6	358	0.56
Orange County	139,933	401.0	349	0.55
North Carolina	9,953,687	52,659.1	189	0.30

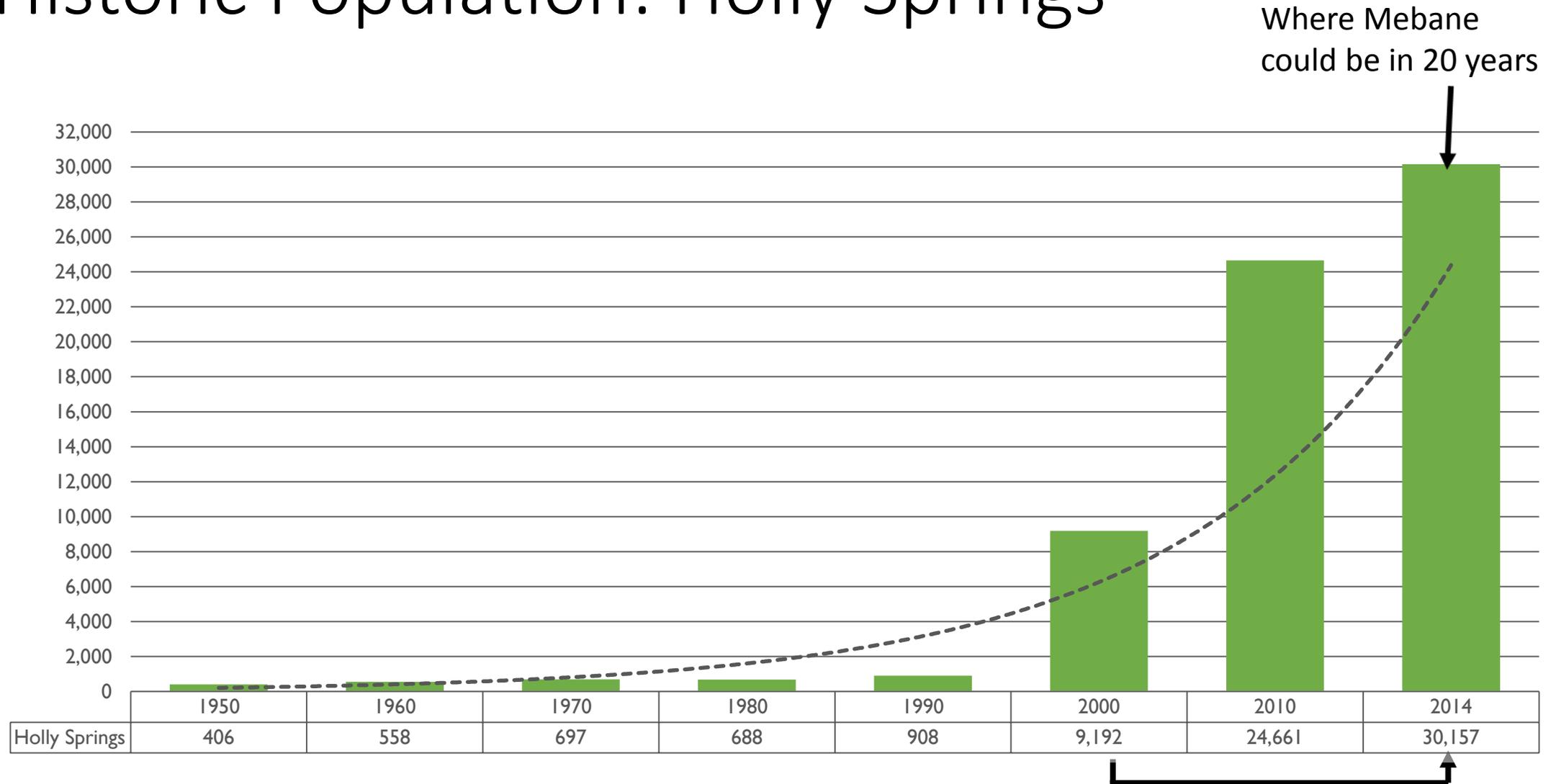
- Mebane's study area is just under 40 square miles
- Similar to Holly Springs' study area of 35 square miles

# Historic Population: Mebane



Source: U.S. Census Bureau; US Census Bureau 2014 Population Estimates

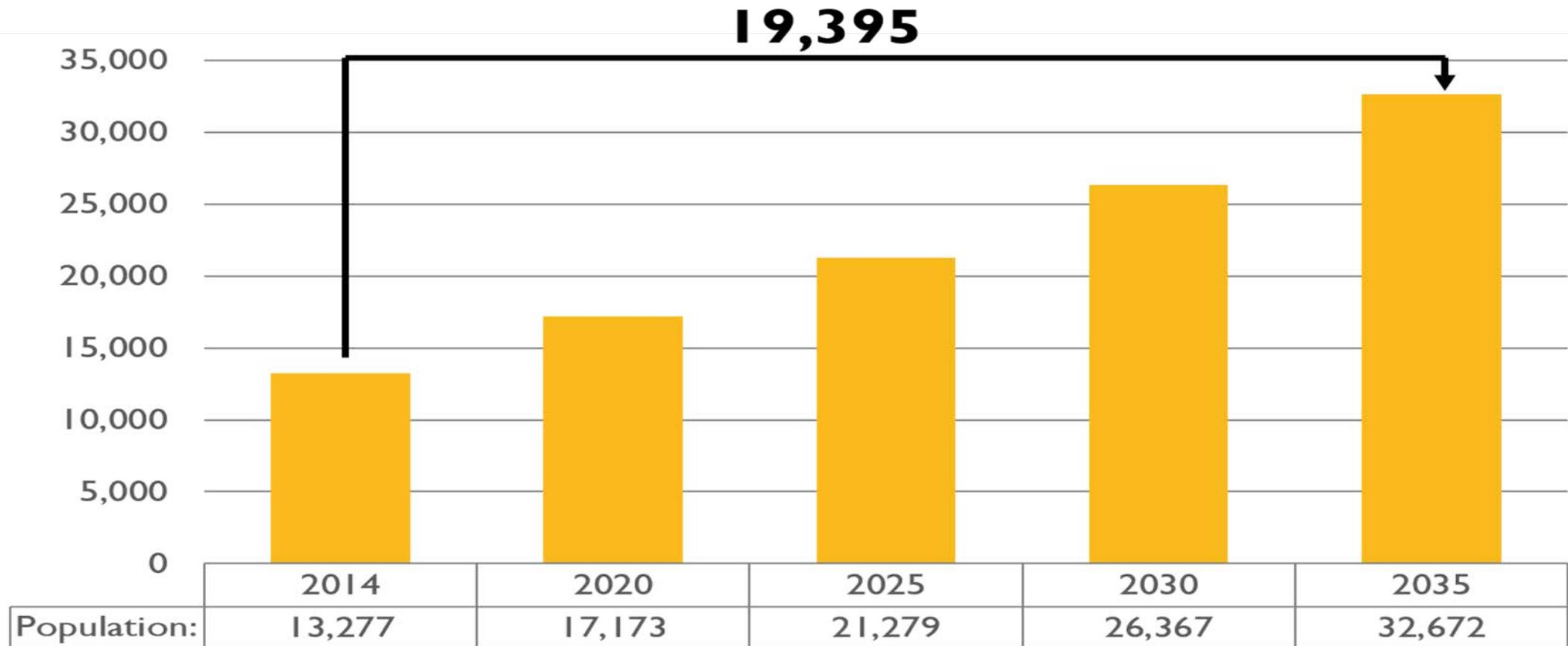
# Historic Population: Holly Springs



Source: U.S. Census Bureau; US Census Bureau 2014 Population Estimates

Added 20,965 people

# Population Projection: Mebane

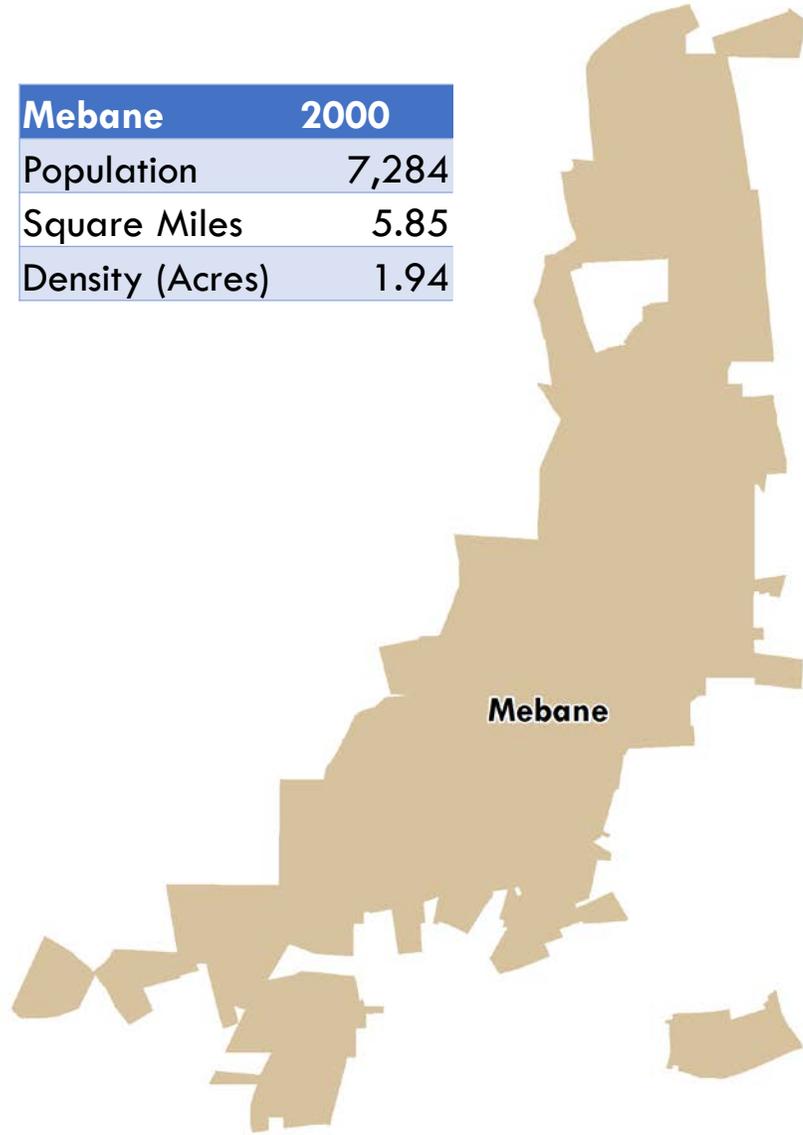


<b>Mebane</b>	<b>2000</b>
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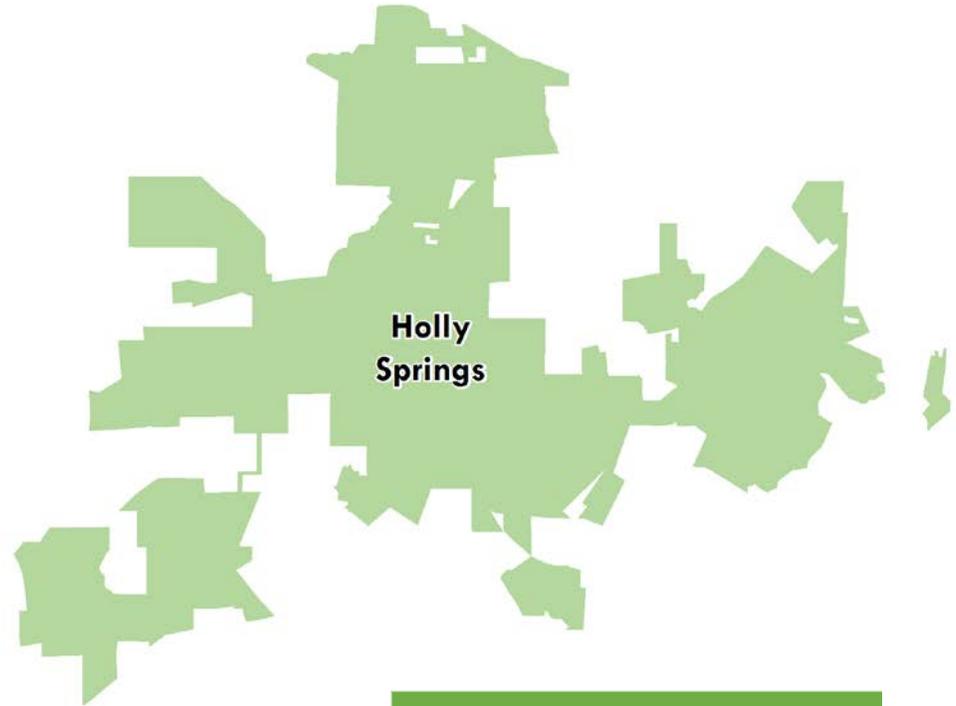
Population	7,284
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Square Miles	5.85
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Density (Acres)	1.94
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**2000**



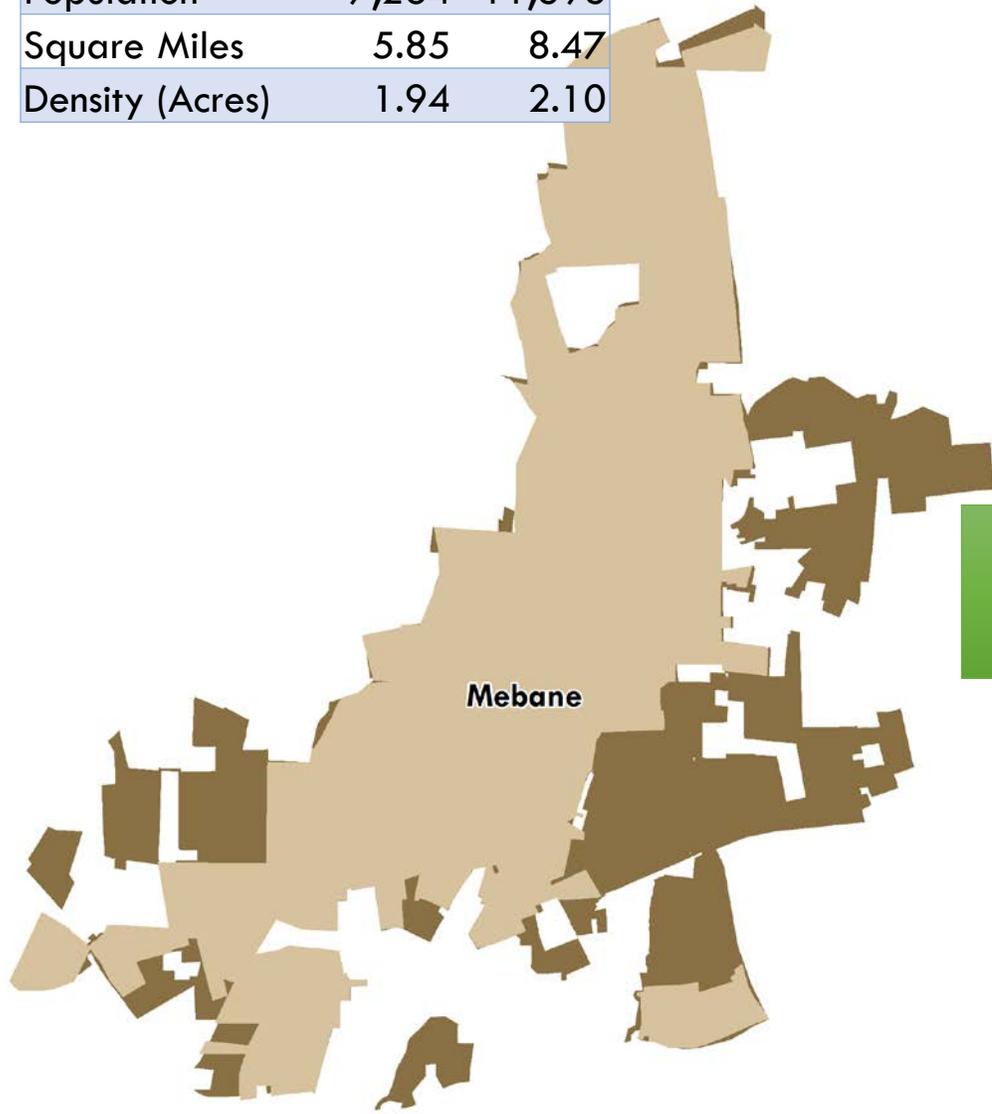
<b>Holly Springs</b>	<b>2000</b>
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Population	9,192
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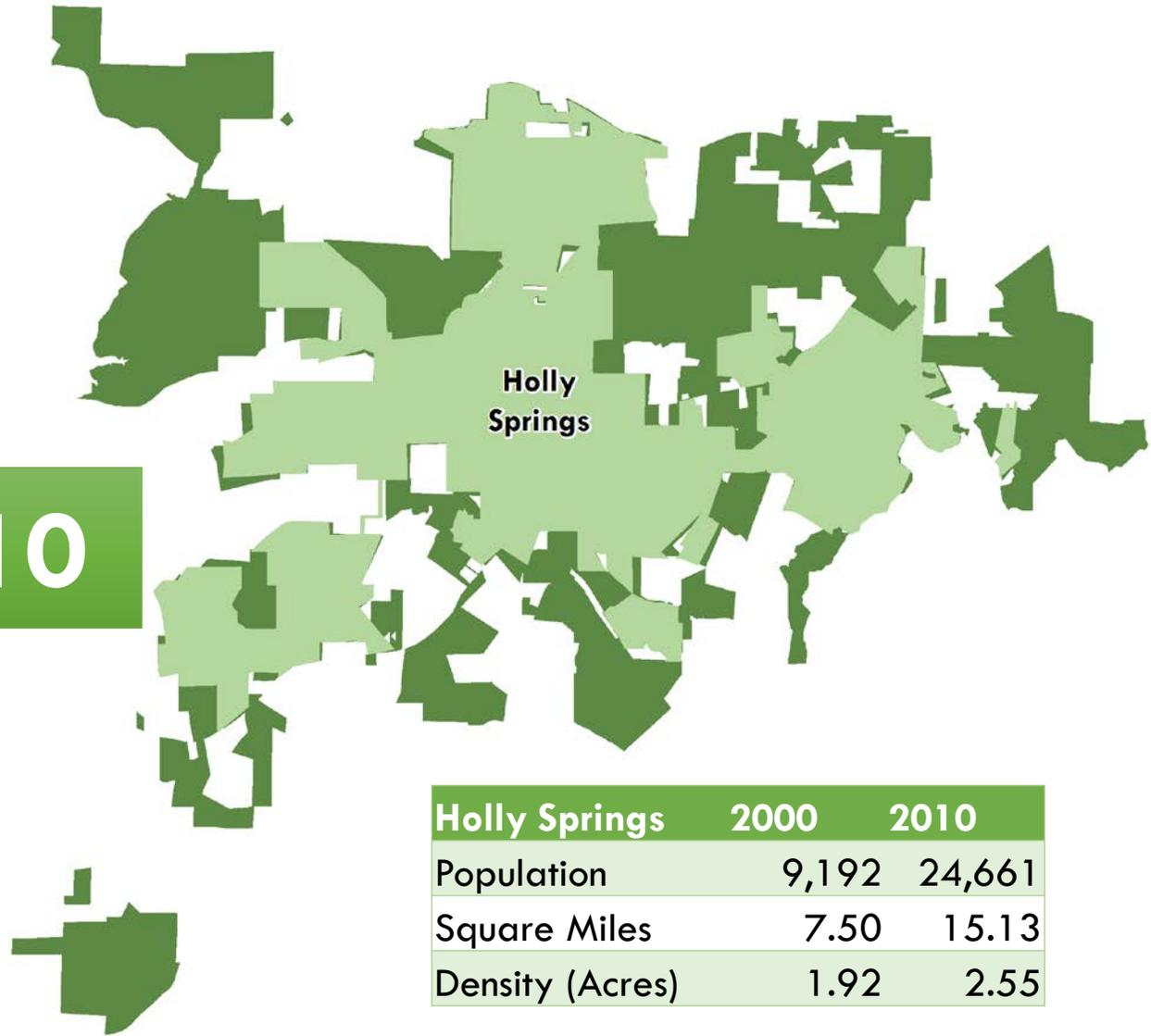
Square Miles	7.50
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Density (Acres)	1.92
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<b>Mebane</b>	<b>2000</b>	<b>2010</b>
Population	7,284	11,393
Square Miles	5.85	8.47
Density (Acres)	1.94	2.10



**2010**



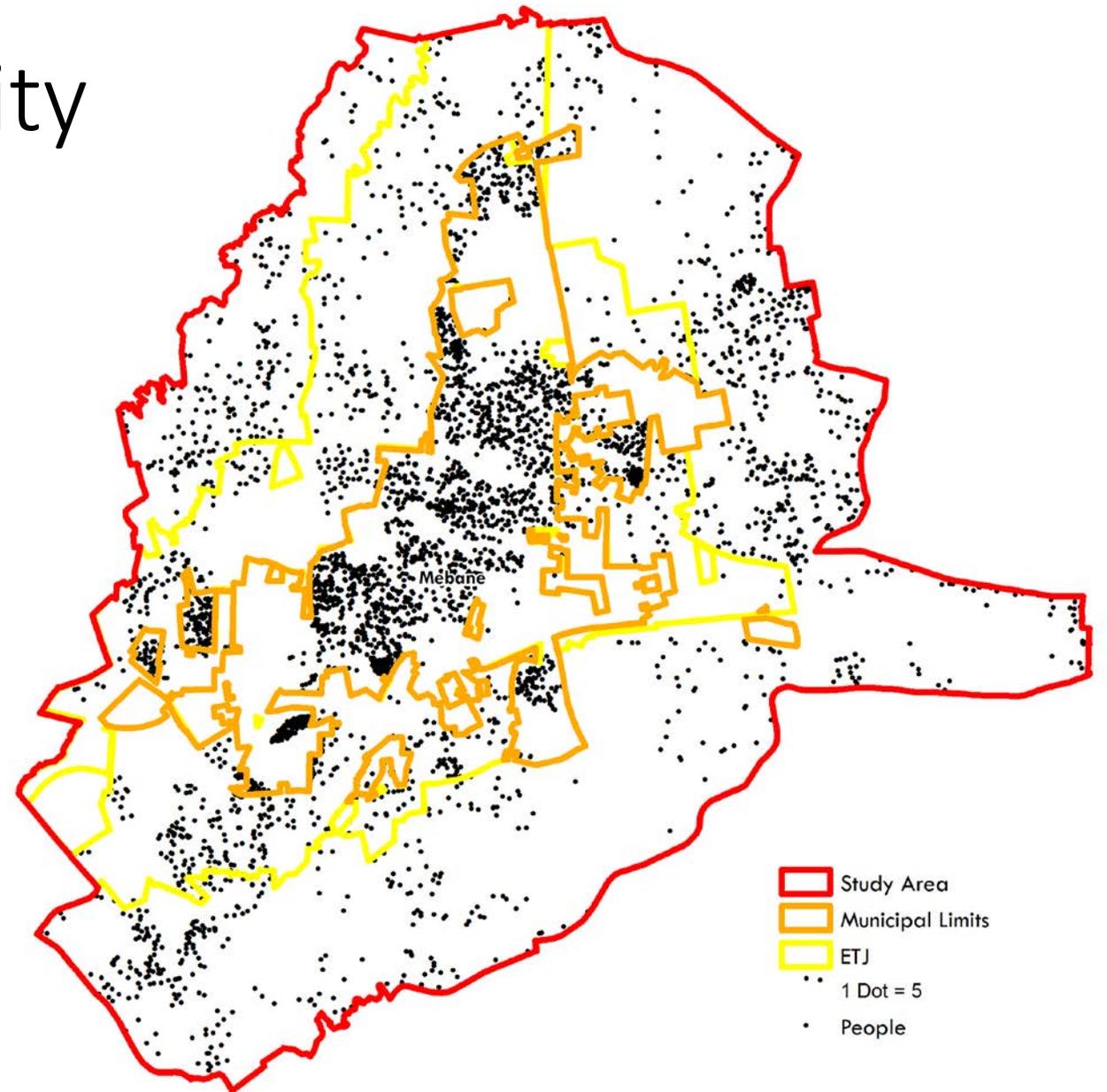
<b>Holly Springs</b>	<b>2000</b>	<b>2010</b>
Population	9,192	24,661
Square Miles	7.50	15.13
Density (Acres)	1.92	2.55

# Current Population & Growth



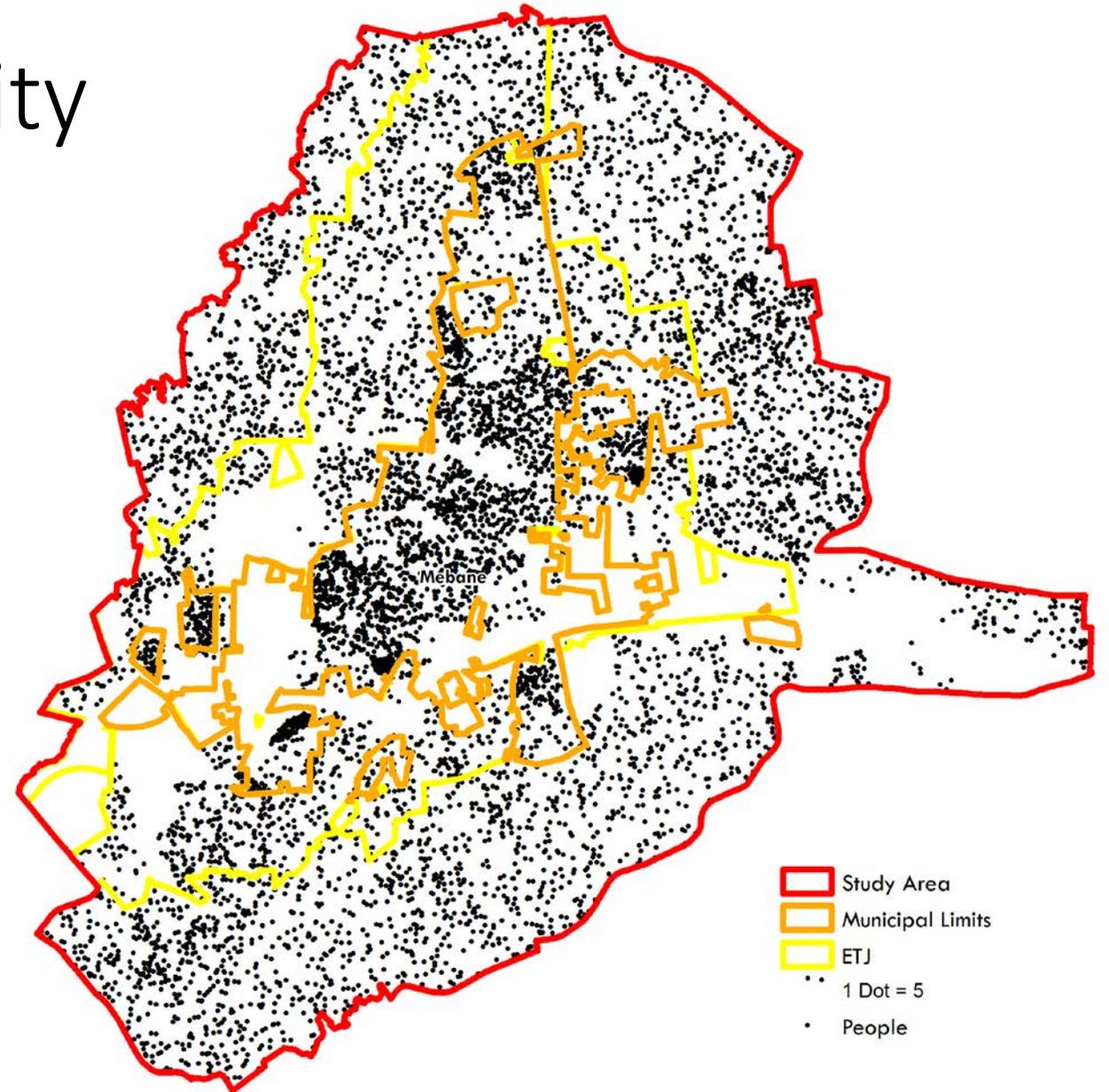
# 2010 Population Density

- Population of 11,393 in 2010  
(within City Limits)



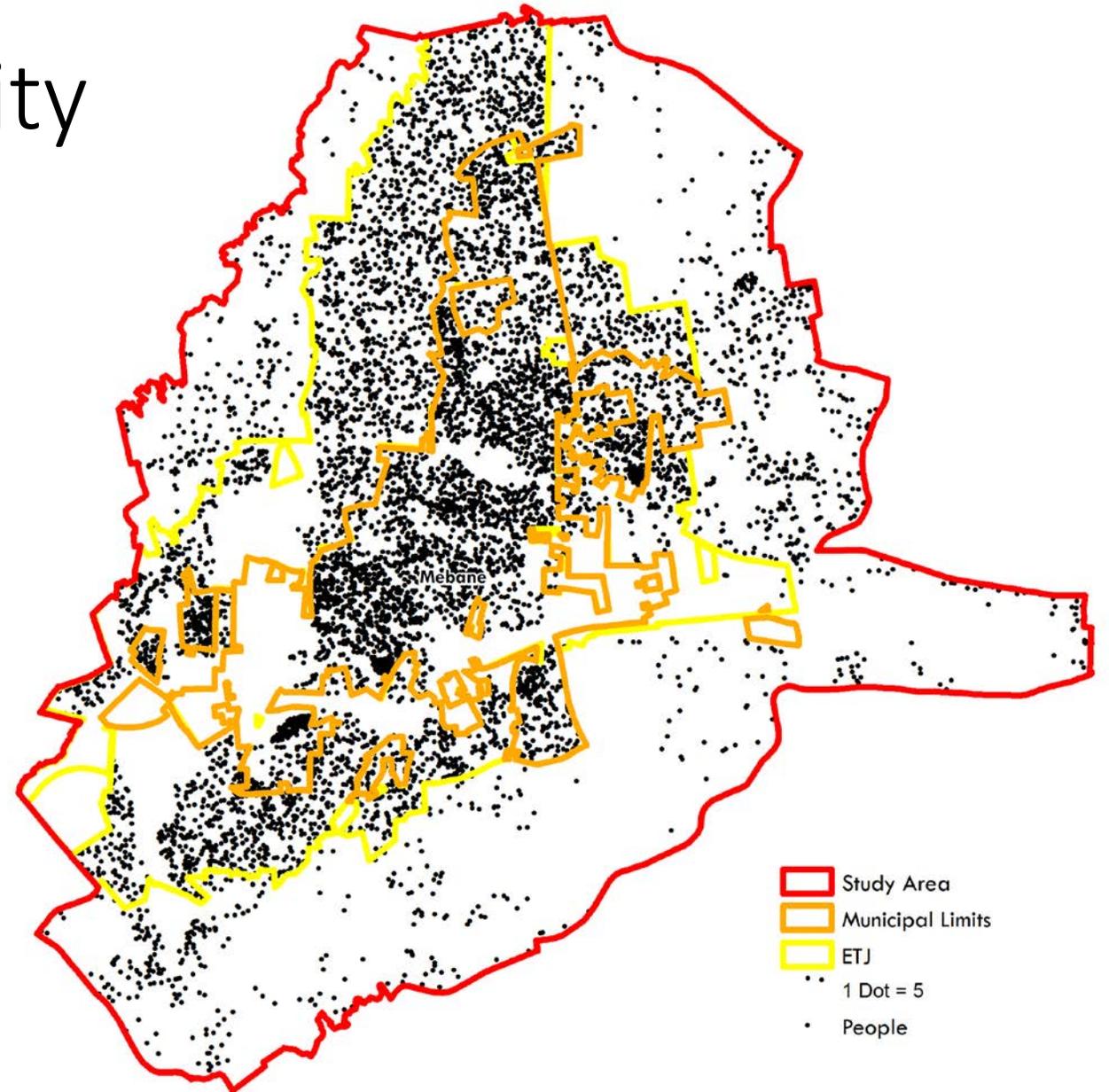
# 2035 Population Density

- Adding almost 20,000 to the study area with current zoning



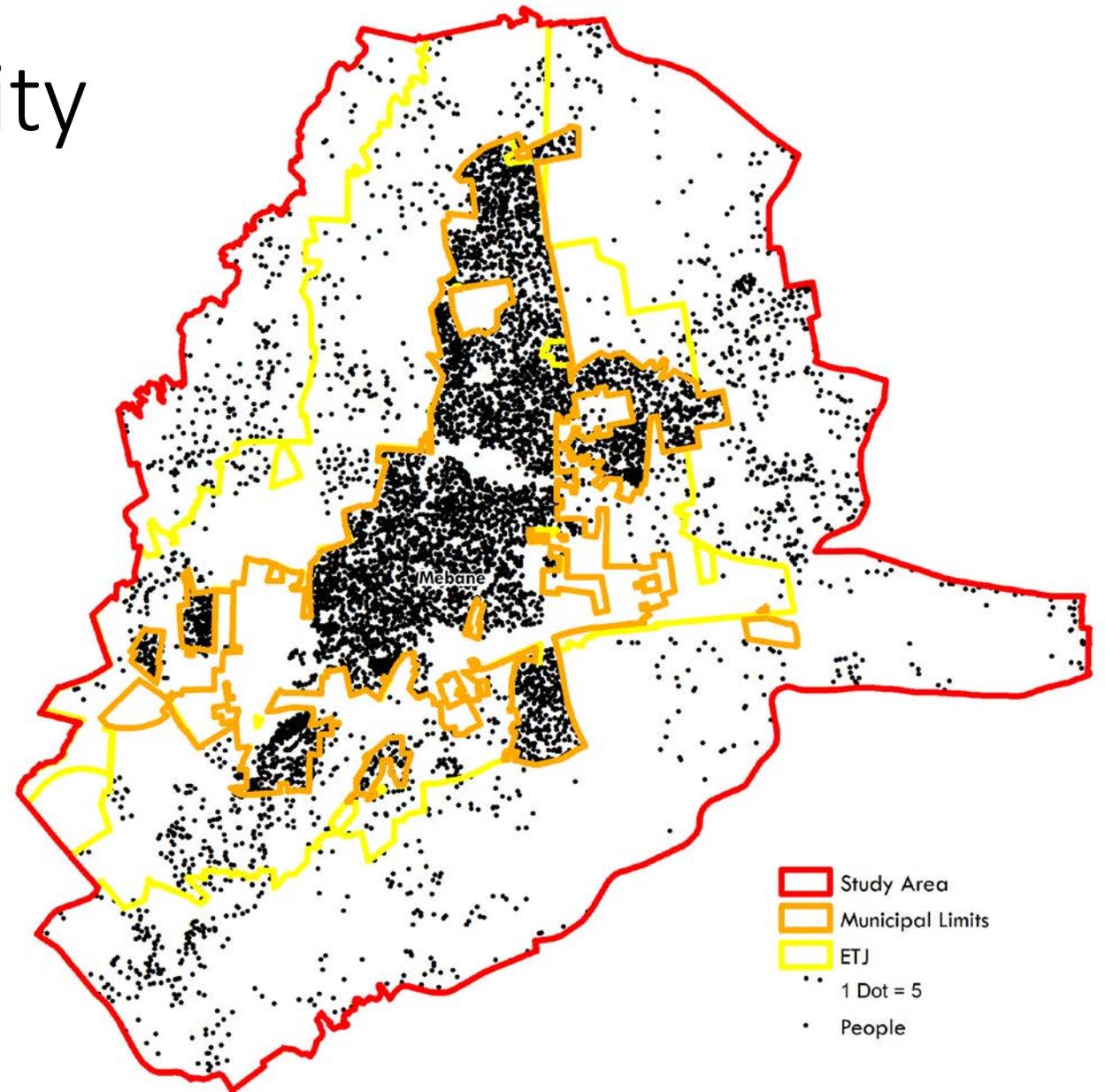
# 2035 Population Density

- Adding almost 20,000 inside the ETJ with current zoning



# 2035 Population Density

- Adding almost 20,000 inside the City Limits with current zoning



# Summary

- Where will population growth occur?
  - Estimate currently zoned residential land in City Limits can accommodate additional 15,000 people
  - Requires development of vacant land, infill or current residential areas
- Where do the additional 4-5,000 people go?
  - Can we or do we increase the capacity within the City Limits to accommodate?
  - Or do City Limits expand?
- **Scenario Modeling** will incorporate group's input on where growth should occur

# Growth Strategy



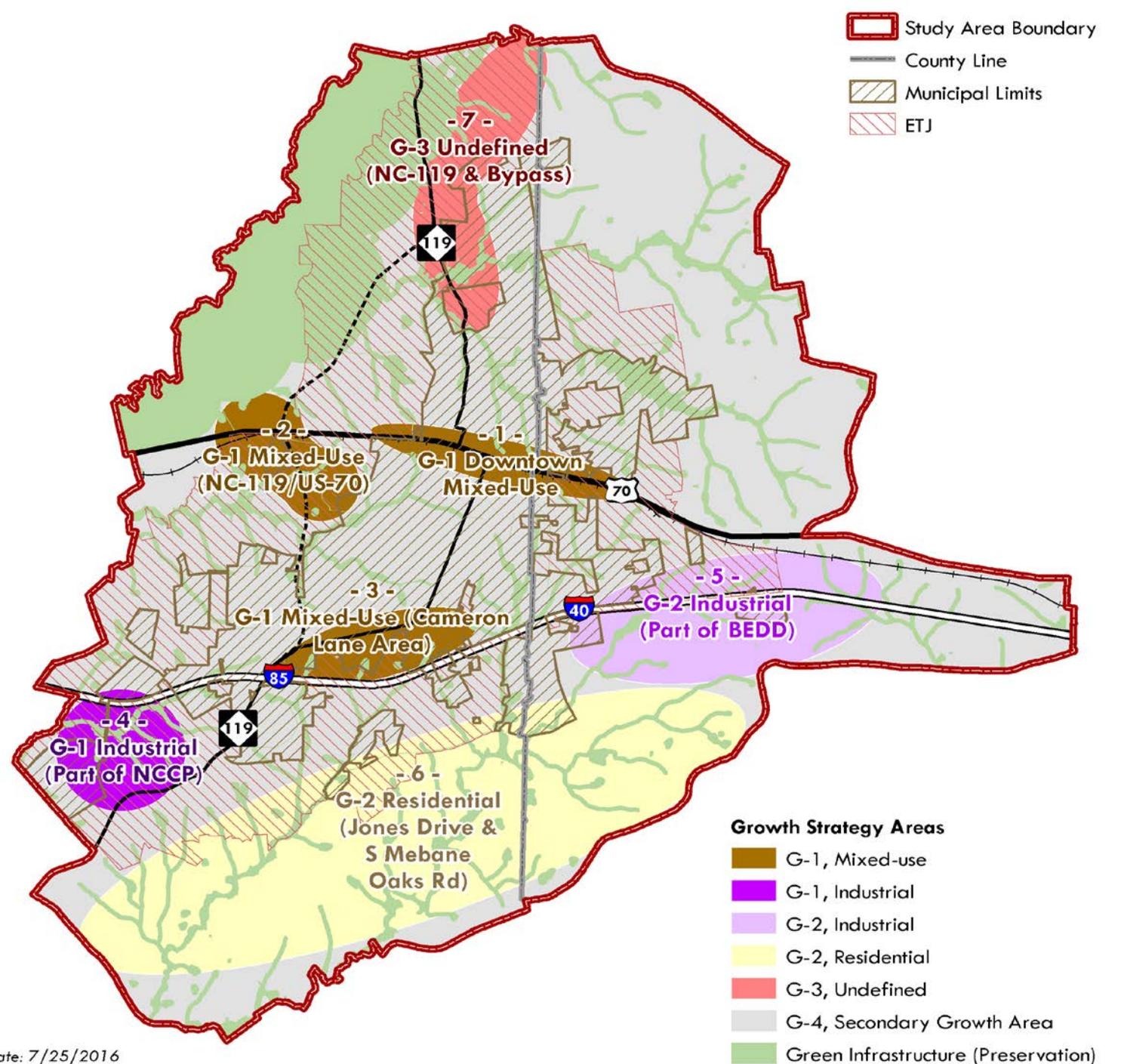
# Growth Strategy Overview

## Purpose

1. Identify areas and expected intensity of future growth
2. Define land uses, average lot sizes and other information for each area
3. Recommend policies that support future desired state of growth areas

- Areas expecting a higher intensity of growth over the next 5 years are G-1, G-2 & G-3 (1 being highest)
- Areas expecting a lower intensity of growth is G-4
- Conservation areas have high natural resource value, intermixed within all growth area categories

# Growth Strategy Areas



# Primary Growth Strategy Areas G-1

- Areas with prime access to existing infrastructure & urban services
- Mixed use proposed with expected intensity of growth
- Suitable development sites should be encouraged over the next 5 years
- Four (4) locations identified in G-1 category



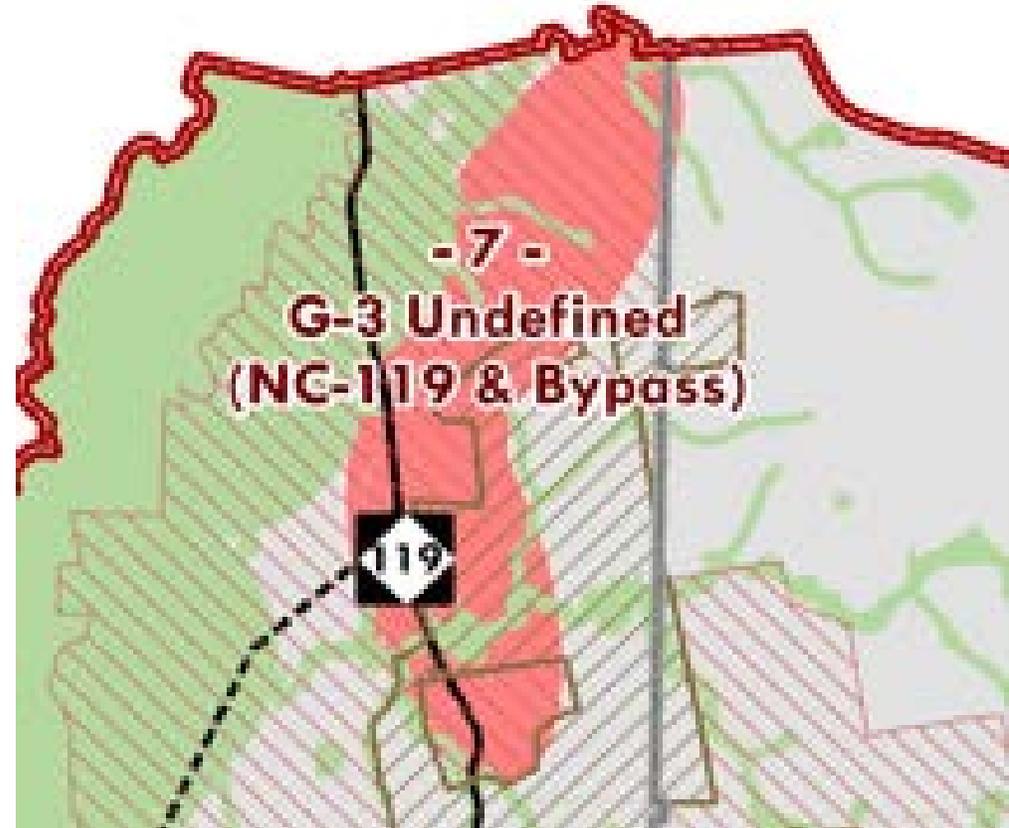
# Primary Growth Strategy Areas G-2



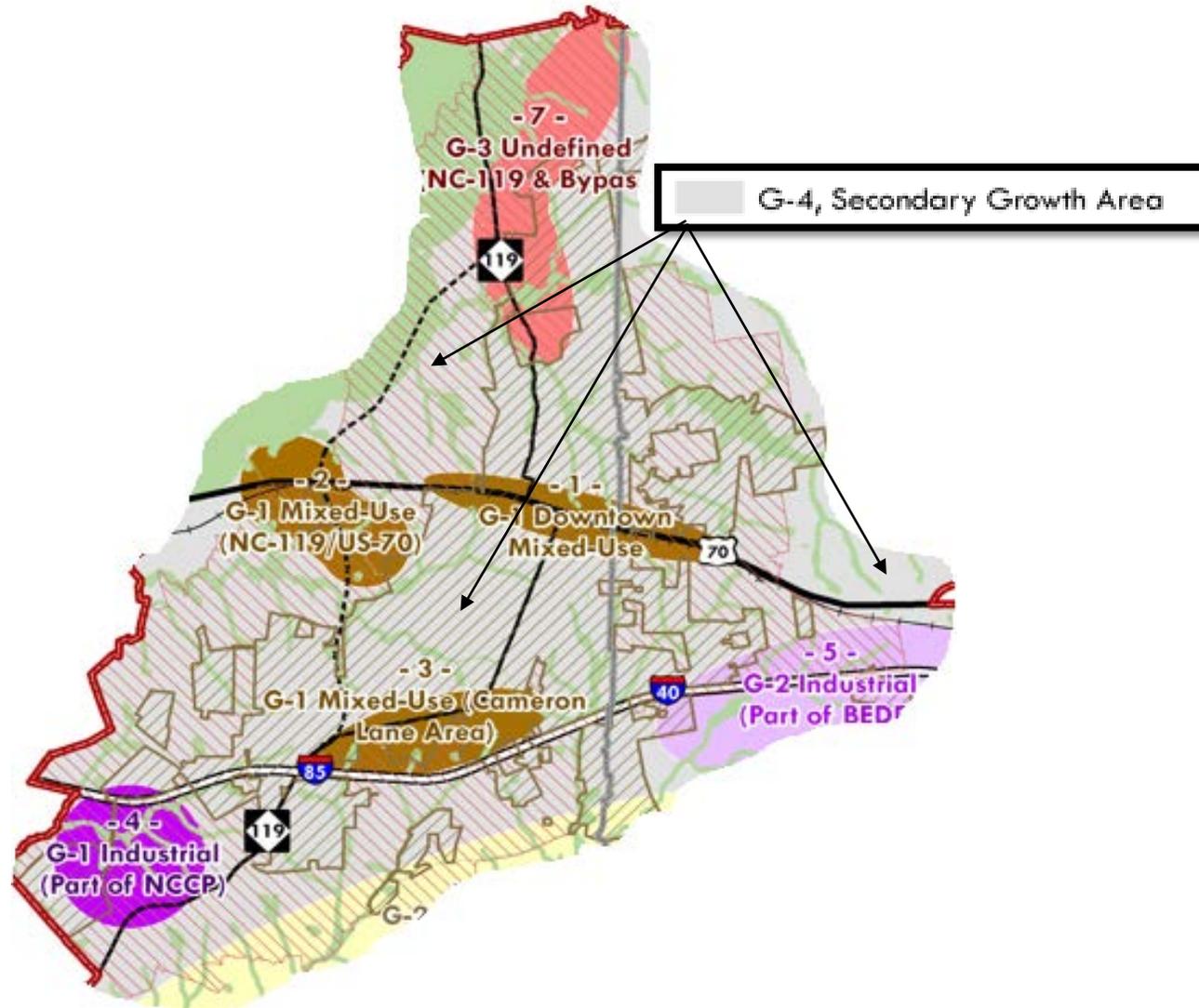
- Areas with prime access to most existing infrastructure & services
- Additional infrastructure may be needed to utilize these areas
  - Adopt policies to fund infrastructure in the development process
- Suitable development should be encouraged over the next 5 years
- Two (2) locations identified in G-2 category

# Primary Growth Strategy Area G-3

- Areas with prime access to some existing City infrastructure & services
- Additional infrastructure may be needed to utilize these areas
  - Adopt policies to fund infrastructure in the development process
- Suitable development should be encouraged over the next 5 years
- One (1) location identified in G-3 category



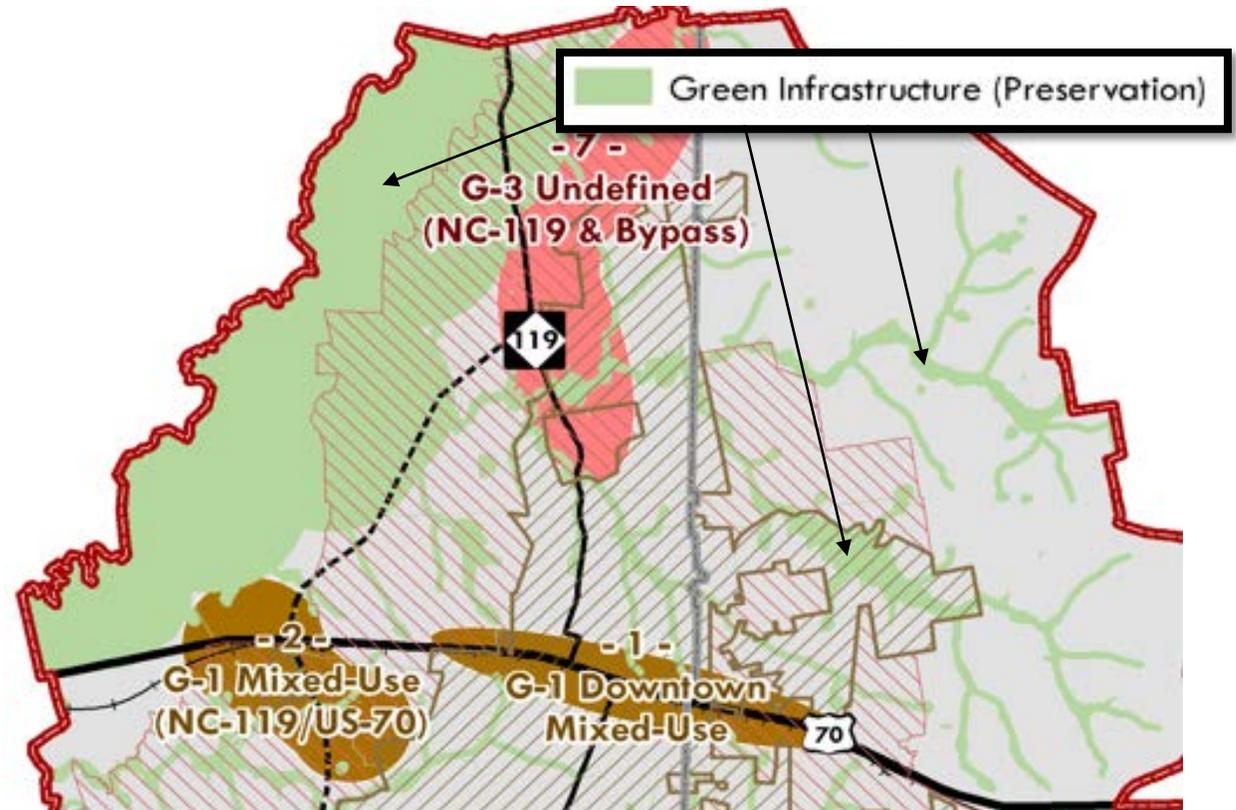
# Secondary Growth Strategy Area G-4



- Areas with access or potential access to City infrastructure & services or that are already developed
- Suitable development sites should be moderately encouraged for mid- to long-range development over the next 5 to 10 years
- Cost of new infrastructure & services should be strongly considered before approving large scale development, redevelopment or rezoning
- G-4 or secondary growth areas make up the balance of Mebane's study area, once the G-1, G-2, G-3 and Conservation Corridors are removed

# Conservation Areas & Corridors

- Areas highly encouraged to remain in a natural state, open space, recreation, greenways or very low-density, rural uses over the next 15 years
- Cluster residential development should be strongly encouraged or required within Conservation Areas
- Non-residential development should be encouraged in other locations
- Also includes conservation areas along creeks, streams and rivers, and within areas containing floodplains, steep slopes, and/or severe soil limitations
- Property owners should be encouraged to locate new land development outside of conservation areas and corridors as much as possible
- Development credits should be provided for additional contiguous conservation areas protected



# G-1 Downtown Mixed-Use (ID-I)

## *Location: Downtown*

### Summary

- The downtown mixed-use area extends the opportunity for mixed use development beyond the existing CBD.

### Uses

- Allow current mix of uses and encourage live/work units up to 3 stories. Allow vertical or horizontal mixed use and building reuse.

### Lot sizes

- Continue no minimum lot sizes.

### Walkability/Natural Resources

- Promote walkability & natural resource preservation where possible
- Safely connected via pedestrian crossings to historic neighborhoods, existing & planned parks
- Wayfinding provided to help visitors locate the heart of the downtown area

# G-1 Mixed-Use (ID-II)

*Location: NC 119 and US 70*

## Summary

- Entrance & gateway to Mebane when the NC 119 bypass complete
- Insure it is aesthetically pleasing & connected to other areas

## Uses

- Allow mix of uses north of US 70
- South of US 70 will be a transitional zone between residential, mobile home park & industrial land uses

## Lot sizes

- Instead of minimum lot size, create minimum density & encourage preservation of green space

## Walkability/Natural Resources

- Make sure sidewalks connect to downtown along US 70 and the railroad corridor

# G-1 Mixed-Use (ID-III)

## *Location: Cameron Lane Area*

### Summary

- Area of current tremendous growth pressure
- Several multi-family & commercial developments being proposed

### Uses

- Support neighborhood scale retail & commercial development, entertainment, all residential, office & medical uses
- Discourage big box and industrial land uses

### Lot Sizes

- Encourage vertical integration of land uses & allow density bonuses for amenities
- Provide a plan for internal roadways & encourage park locations

### Walkability/Natural Resources

- Provide carefully planned entrances & exits onto Mebane Oaks Road for pedestrian safety
- Provide transit stop amenities and bus shelters
- Consider bridge or tunnel across Mebane Oaks Road
- Consider enhancing fee structure if no amenities
- Consider multi-use trail connection along NC 119 Bypass connecting US 70 and downtown

# G-1 Industrial (ID-IV)

## *Location: Part of NCCP*

### Summary

- Makes up a large part of NCCP
- Quickly growing industrial area, surrounded by growing residential area
- Creating safe traffic flow, intersections & trail connections throughout the growth area will increase the attractiveness of the industrial park

### Uses

- Support light industrial uses & a transitional zone where industrial meets residential land uses

### Lot sizes

- Flexibility on lot sizes, but provide buffers where industrial meets residential

### Walkability/Natural Resources

- Encourage trail connections
- Easement dedication along stream corridors, along lot lines to create a network of trails that support the developing light industrial land uses in the industrial park
- Create a linear park around the industrial park to help serve the developing area south of I-40 with no publicly accessible open space

# G-2 Industrial (ID-V)

*Location: Part of BEDD & North of US 70 (Group 2)*

## Summary

- Encompasses western portion of the BEDD & existing industrial uses, some existing residential areas

## Uses

- Maximize for non-residential use and discourage single family development
- Allow for some multi-family or workforce housing in close proximity to the current and future industrial land uses
- Encourage clean industry and low water users

## Lot sizes

- Provide flexibility on lot sizes depending on land use

## Walkability/Natural Resources

- Where multi-family is proposed, encourage sidewalk construction and connectivity to industrial job locations or existing commercial development on US 70, where existing connections across the railroad are provided (e.g. near Mattress Factory Rd & E. Washington Street intersection)
- Provide greenway easement connections when new industrial development is proposed that support alternative transportation to and from work

# G-2 Residential (ID-VI)

*Location: Jones Drive & S. Mebane Oaks Rd*

## Summary

- Area includes some locations outside of the City of Mebane, but is seen as an area where future residential growth may be accommodated with water and sewer investment

## Uses

- Encourage residential and light commercial, create a village concept here (e.g. Southern Village)

## Lot sizes

- Encourage conservation cluster & make utility infrastructure investments wisely
- Require conservation data with site plan

## Walkability/Natural Resources

- Incentivize for larger stream buffers
- Build greenways in preserved open space
- Try to connect with MST trail nearby in Orange County

# G-3 Mixed-Use (ID-VII)

## *Location: NC-119 & Bypass*

### Summary

- NC 119 Bypass to intersect existing NC 119 at this location
- Though no growth pressure now, Bypass will allow shorter drive times to I-40 & other destinations south

### Uses

- Encourage limited commercial growth south of Ms. White's Lane
- Only residential or PUD developments north of Ms. White's Lane
- Discourage industrial development

### Lot sizes

- Encourage different lots sizes and densities as in Mill Creek

### Walkability/Natural Resources

- Provide greenway easement dedication to make future trail connectivity to neighboring residential areas and schools
- Encourage sidewalks, bike lanes & large stream buffer easements for wildlife corridors leading from the reservoir and the critical watershed areas that make the western boundary of this growth area

# Next Steps

- Revise plan recommendations based on today's feedback
- Hold another Advisory Committee meeting to discuss future land use recommendations and develop plan document
- Hold 2nd Public Meeting in October to review plan document
- Present plan to City Council before January 2017

I wonder what they're doing in Mebane? Oh, but Franz has it covered!



## **VISION OF MEBANE IN 2035**

The following vision of Mebane in 2035 was created from Advisory Committee and public input and refined by staff.

### **Vibrant Communities and Quality of Future Growth and Development**

The City of Mebane will be an active, vibrant & connected community providing a well-balanced & sustainable quality of life through infrastructure, efficient & attractive development, improved public safety, attractive natural & built environment. The user friendly and “positively charming” downtown includes mixed use development, cultural spaces and is pedestrian friendly. Mebane is a diverse and integrated community, with a variety of age groups living here. The City is at the leading edge of Alamance County's gateway into the Triangle & a bustling community of passionate citizens committed to the City.

Development is encouraged inward towards developed areas, with increased density in the downtown. The City has controlled growth with logical & steadfast zoning designed with infrastructure & schools in mind, & a focus on increasing property values. Controlling the number and size of housing developments will lead to greater demand & increased property values and local tax revenue. The City of Mebane will be a progressive City as a result of planning and vision, with a model of proper growth and commitment to its founding values.

### **Community Infrastructure and Services**

The City of Mebane is a family oriented community with a diversity of activities & services that enhance quality of life. Schools will be strong & an integral part of the community. Developments will be carefully considered for established school districts and other services. The City will be family friendly and provide a variety of services to residents, but will be easily accessible to other regions. Mebane's growth will be fueled by sustainable internal economic growth enabled by external economic interest and strong corporate citizens. Industrial centers on the periphery provide solid local jobs, making the City an economic engine for the area.

### **Transportation**

The community is connected through active transportation networks & technology. Outlying neighborhoods & communities are connected by sidewalks & green spaces, encouraging walking & biking to and from the downtown area. Through careful planning, there will be greater traffic disbursement and transportation options.

### **Open Space and Recreation**

Greenspace and interconnectivity have been provided with the growth, creating a well maintained and attractive natural and built environment. The City is progressive by preserving downtown and providing recreation and cultural activities. Businesses grow and blend into the environment and are approachable in terms of “small town” feel. Well-defined natural spaces, parks, recreation centers and historic districts are scattered across Mebane. A natural buffer around Mebane's development footprint is established wherever possible.

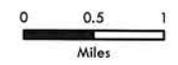
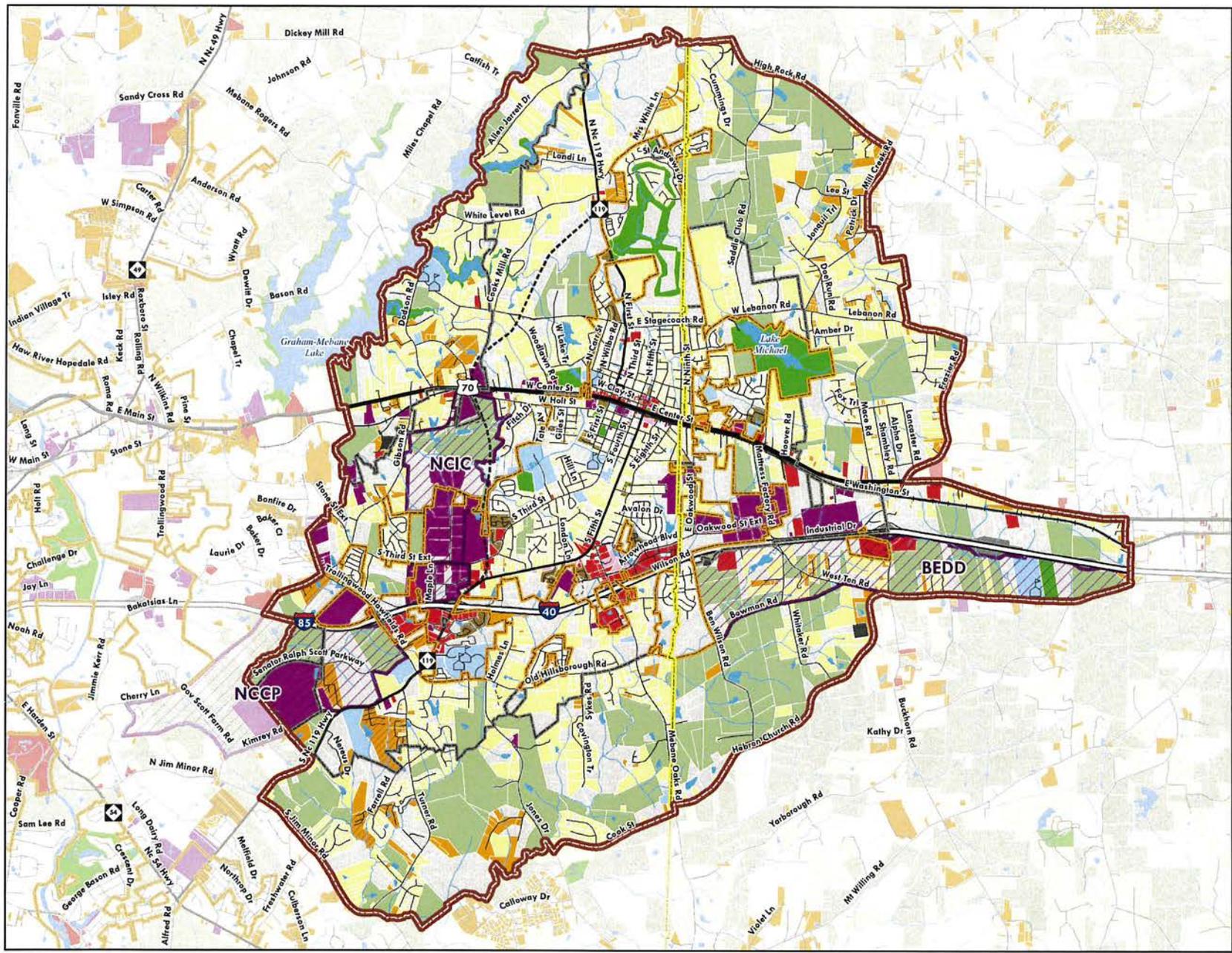
# CITY OF MEBANE

## Comprehensive Land Development Plan

### EXISTING LAND USE

**DRAFT**

- Land Use**
- Single Family
  - Townhome
  - Duplex/Triplex
  - Multi-family Complex
  - Mobile Home
  - Mobile Home Park
  - Recreation
  - Institutional
  - Office
  - Commercial
  - Industrial
  - Utility
  - Agriculture
  - Vacant
  - Industrial Park
- Roads & Other Features**
- Interstate
  - US Highway
  - NC Highway
  - Proposed NC-119 Bypass
  - Other Proposed Road
  - Local Road
  - Railroad
  - Study Area Boundary
  - County Line
  - Municipal Limits
  - ETJ
  - Lake



Mapping provided by the  
Piedmont Triad Regional Council Planning Department  
Date: September 01, 2016



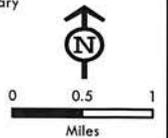
# CITY OF MEBANE

## Comprehensive Land Development Plan

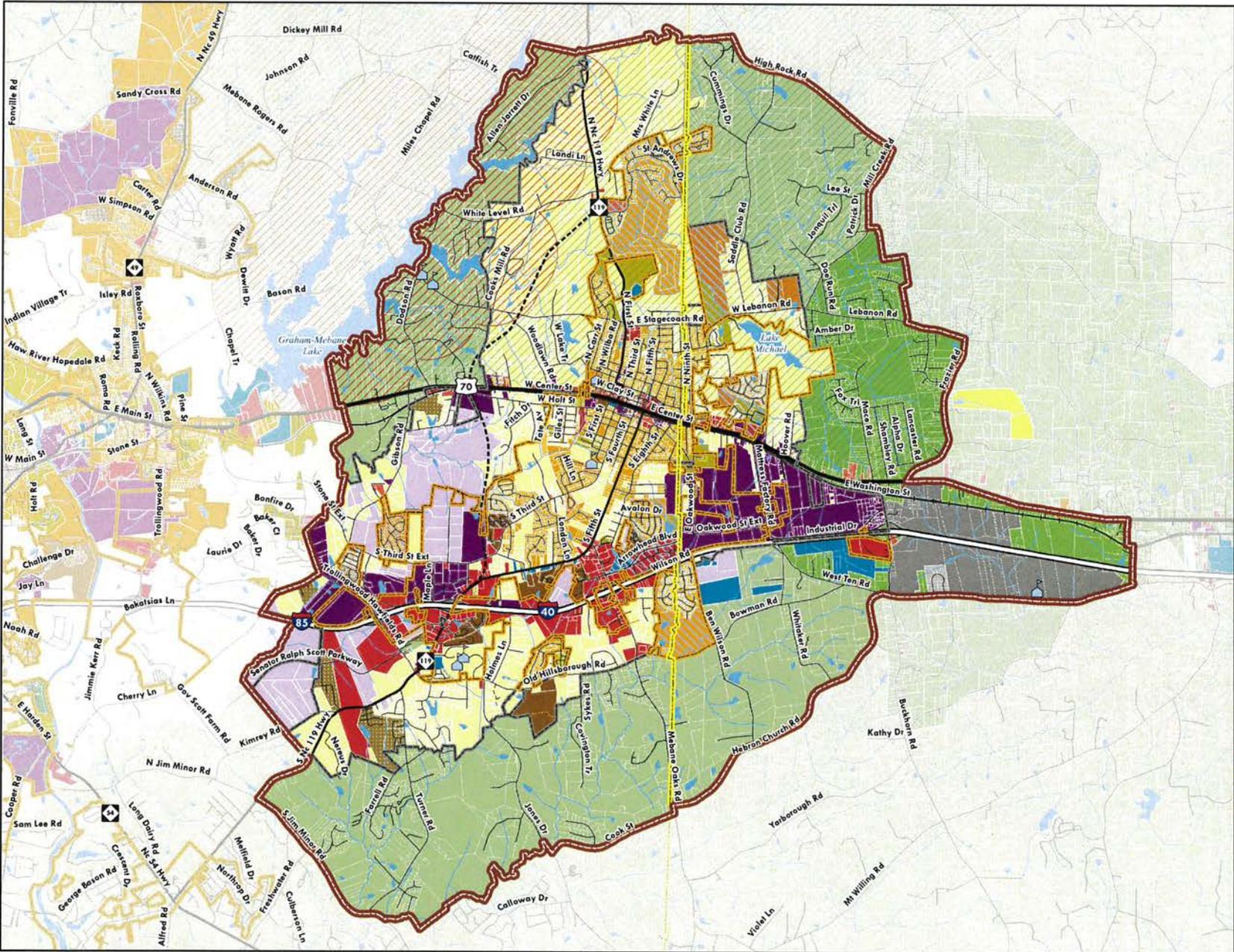
### EXISTING ZONING

**DRAFT**

- Mebane Zoning**
- |      |           |
|------|-----------|
| R-20 | B-1       |
| R-15 | B-2       |
| R-12 | B-2 & M-1 |
| R-10 | B-3       |
| R-8  | O&I       |
| R-6  | M-1       |
| MHP  | M-2       |
- Planned Unit Development
  - Watershed Critical
  - Watershed Protected
- Orange County Zoning**
- Agricultural & Rural Buffer
  - R1 (Rural Residential)
  - R3 (Low and Medium Intensity Residential)
  - R4 (Low and Medium Intensity Residential)
  - Commercial
  - Office/Institutional
  - Existing Industrial
  - I1 (Light Industrial)
  - I2 (Medium Industrial)
  - EDB-2 (Econ. Dev. Higher Intensity)
  - PDHR1 (Planned Dev. Housing - Rural Res.)
  - MPD-CZ (Master Plan Dev. Cond. Zoning)
- Roads & Other Features**
- Interstate
  - US Highway
  - NC Highway
  - Proposed NC-119 Bypass
  - Other Proposed Road
  - Local Road
  - Railroad
  - Study Area Boundary
  - County Line
  - Municipal Limits
  - ETJ
  - Lake



Mapping provided by the  
Piedmont Triad Regional Council Planning Department  
Date: September 06, 2016



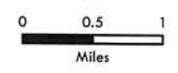
# CITY OF MEBANE

## Comprehensive Land Development Plan

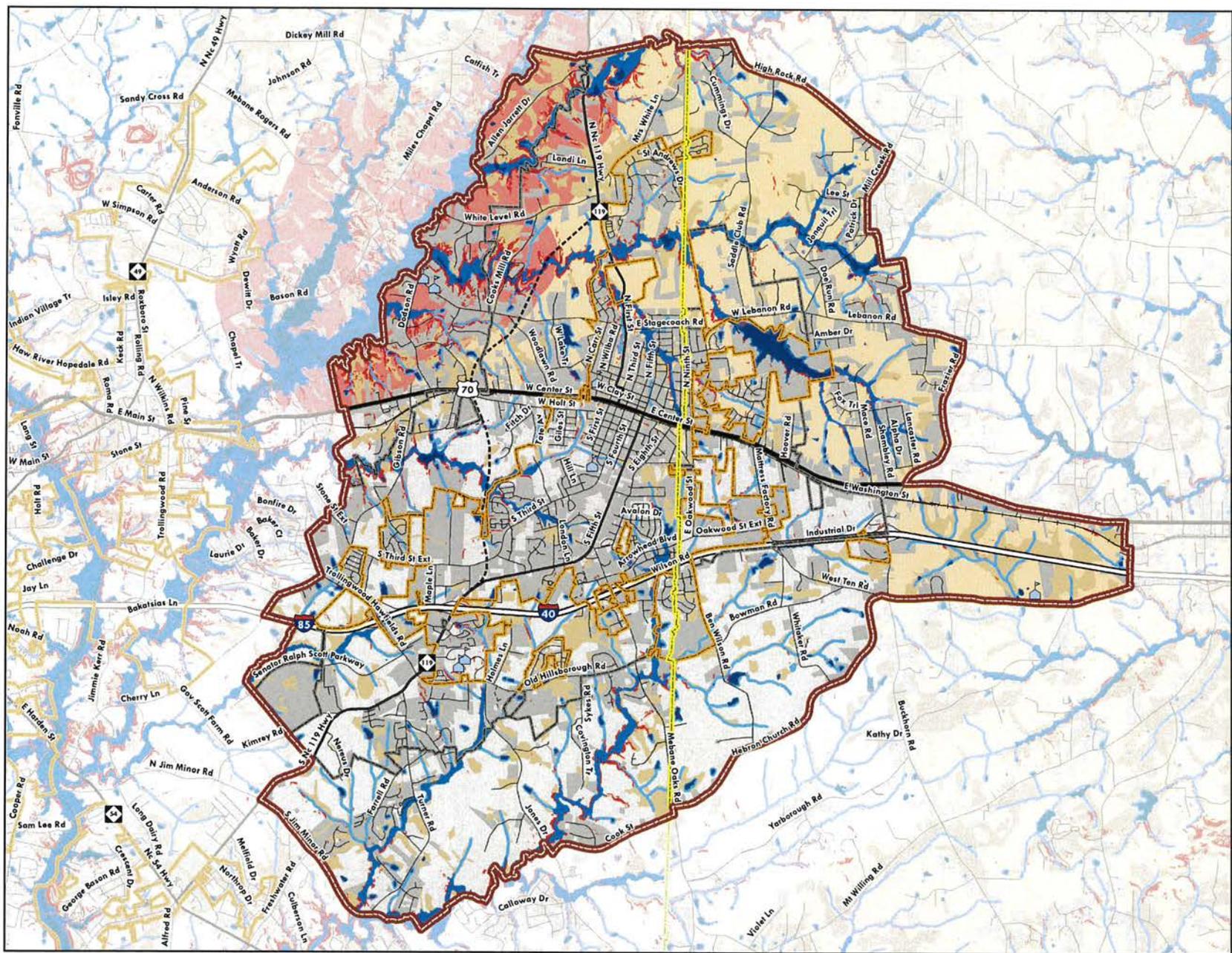
### PHYSICAL DEVELOPMENT CONSTRAINTS

**DRAFT**

- Limiting Factors**
- Area Already Developed/Developing
  - Steep Slope
  - Wetland
  - Floodplain
  - Soil Limitation
  - Critical Watershed
  - Protected Watershed
- Roads & Other Features**
- Interstate
  - US Highway
  - NC Highway
  - Proposed NC-119 Bypass
  - Other Proposed Road
  - Local Road
  - Railroad
  - Study Area Boundary
  - County Line
  - Municipal Limits
  - ETJ
  - Lake



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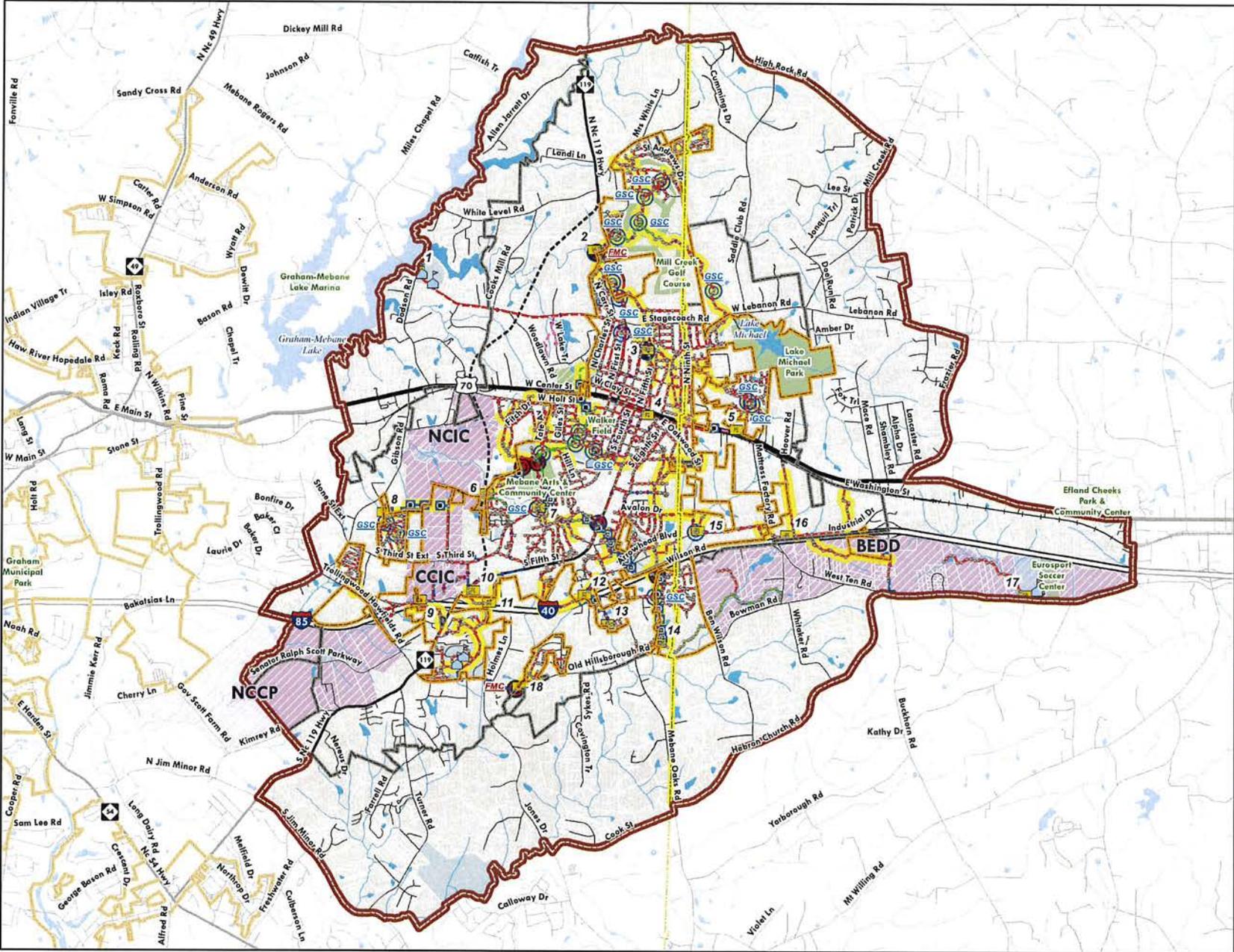


# CITY OF MEBANE

## Comprehensive Land Development Plan

### SEWER INFRASTRUCTURE

**DRAFT**



**Sewer Lines (By Size)**

- 3-6 inch
- 3-6 inch (forced main)
- 3-6 inch (pressure)
- 8-12 inch
- 8-12 inch (forced main)
- 15-18 inches
- 15-18 inches (forced main)
- Unknown Size

**Sewer Features**

- Pump Station
- Manhole
- Manhole (Air Release)
- FORCE
- GRAVITY
- Outfall

**Roads & Other Features**

- Interstate
- US Highway
- NC Highway
- Proposed NC-119 Bypass
- Other Proposed Road
- Local Road
- Railroad
- Study Area Boundary
- County Line
- Municipal Limits
- ETJ
- Lake
- Tax Parcel
- Park
  - Existing
  - Planned
  - Industrial Park
  - Publicly Owned Property

Mapping provided by the  
Piedmont Triad Regional Council Planning Department  
Date: September 06, 2016



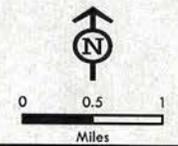
# CITY OF MEBANE

## Comprehensive Land Development Plan

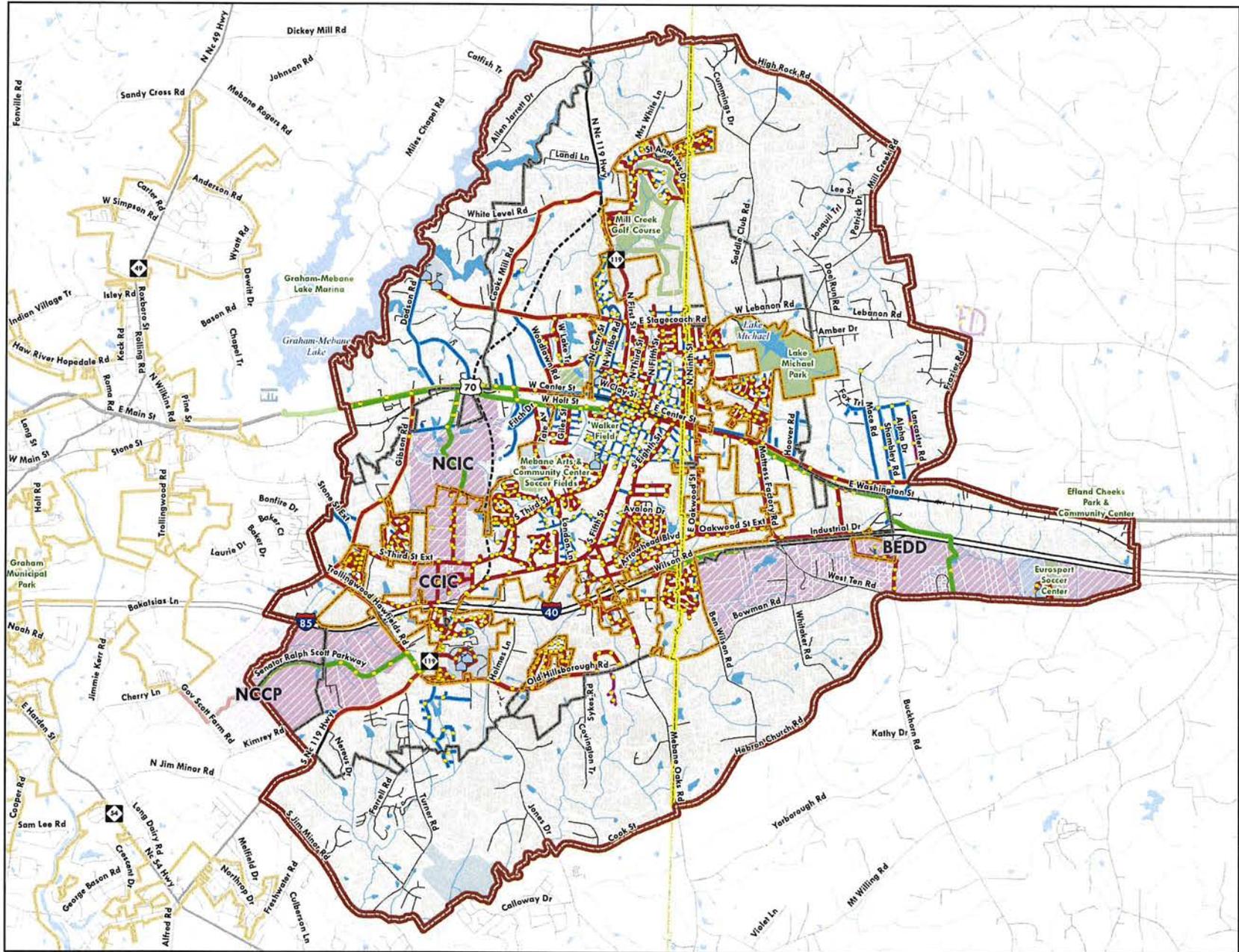
### WATER INFRASTRUCTURE

**DRAFT**

- Mebane Water Lines**
  - 2-6 inch
  - 8-12 inch
  - 16-24 inch
- Orange-Alamance Water Lines**
  - 2-6 inch
  - 8-12 inch
  - Unknown Size
- Hydrant
- Water Treatment Plant
- Roads & Other Features**
  - Interstate
  - US Highway
  - NC Highway
  - Proposed NC-119 Bypass
  - Other Proposed Road
  - Local Road
  - Railroad
  - Study Area Boundary
  - County Line
  - Municipal Limits
  - ETJ
  - Lake
  - Tax Parcel
  - School
  - Park**
    - Existing
    - Planned
    - Industrial Park
    - Publicly Owned Property



Mapping provided by the  
Piedmont Triad Regional Council Planning Department  
Date: September 06, 2016





The Mebane City Council met for its regular monthly meeting at 6:00 p.m., Monday, September 19, 2016 in the Council Chambers of the Municipal Building located at 106 East Washington Street.

Councilmembers Present:

Mayor Glendel Stephenson  
Mayor Pro-Tem Ed Hooks  
Councilmember Patty Philipps  
Councilmember Jill Auditori  
Councilmember Everette Greene  
Councilmember Tim Bradley

Also Present:

David Cheek, City Manager  
Chris Rollins, Assistant City Manager  
Lawson Brown, City Attorney  
Montrena Hadley, Planning Officer  
Franz Holt, City Engineer  
Stephanie Shaw, City Clerk

Mayor Stephenson called the meeting to order. Mr. Hooks gave the invocation. Guy Landry, 407 W. Holt Street, spoke during the public comment period. He respectfully requested that a sign be erected at the Holt Street Park stating the park should not be used for dog waste. He also requested that a police officer be assigned to direct traffic at the corner of Fifth Street and Washington Street in the afternoons between 4:00pm and 6:00pm because he feels traffic conditions at those times at that intersection are confusing and unsafe. Mayor Stephenson directed the staff to look into both of these items.

Mayor Stephenson presented the Consent Agenda as follows:

- a. Approval of Minutes- Regular Meeting- August 1, 2016
- b. Fixed Assets Disposals
- c. Final Plat- Arrowhead, Phase 3 Amendment- Commercial Lot
- d. Final Plat- Keystone at Mebane Oaks, Phase 1B

Mr. Cheek briefly highlighted the items on the consent agenda. He commended the finance department on a job well done in implementing a more consistent policy with disposing of fixed assets utilizing the GovDeals online program. Mr. Bradley made a motion, seconded by Ms. Philipps, to approve the consent agenda as presented. The motion carried unanimously.

Mr. Hooks introduced YMCA Executive Director Walter Britt. Mr. Britt gave a presentation regarding the benefits and feasibility of a YMCA in Mebane. He explained that several years ago, the City Council was considering the possibility of a YMCA in Mebane but the economy turned for the worse and the consideration came to a halt. Recently the YMCA Board of Directors voted to contribute up to \$15,000 on a dollar-for-dollar match with City funds for a feasibility and programming study to locate a YMCA in Mebane. If the City matches the YMCA contribution, the total expected maximum cost of the study is \$30,000, with funding by the City and the YMCA on a 50/50 basis. Mr. Bradley asked once the facility is operational would the facility operate off of membership dues or would more money be needed annually. Mr. Britt stated the in their existing Alamance County facility, 60% of their gross revenue is from membership dues, 30% is program fees and they are just under 10% from contributions which can include governmental grants. Mr. Greene asked if the data collected in the past would be used to begin the study, stating if so the population increase should definitely be taken into consideration. Ms. Philipps stated the recently completed Recreation and Parks Master Plan should also be taken into consideration. Ms. Philipps also complimented the YMCA for their scholarship program and sliding scale used to for membership dues. She then made a motion, seconded by Mr. Bradley, to proceed with study at a not-to-exceed cost of \$30,000 and the study is to include examples of partnerships and to fund the same for no more than \$15,000 from the City. The motion carried unanimously. Mr. Cheek recognized a couple of the Alamance County YMCA board members that were present.

A Public Hearing was held on a petition of voluntary contiguous annexation from three properties located in the North Carolina Industrial Center (NCIC): SST Properties, LLC; NCIC 2350 Park Center Dr., LLC; and Southern Season Warehouse Partners, LLC, contiguous annexation containing approximately 50.61 acres located on Park Center Drive. No one from the public spoke concerning

the request. Mr. Greene made a motion, seconded by Mr. Bradley, to close the Public Hearing. The motion carried unanimously. Mr. Greene made a motion, seconded by Ms. Philipps, to enact an Ordinance to Extend the Corporate Limits of the City of Mebane. The motion carried unanimously.

A Public Hearing was held on a request from Euliss Properties, LLC for approval of an amendment to the M-1(CD) Heavy Manufacturing Conditional Zoning District previously approved by the City Council on June 6, 2016. Mr. Greene requested to be recused based on his relationship with the applicant. Mr. Hooks made a motion, seconded by Ms. Philipps, to recuse Mr. Greene. The motion carried unanimously. Ms. Hadley spoke concerning the request. She explained since the original approval the applicant purchased the property and started renovating the building. The following changes are proposed to the conditional use:

1. The rear/northern existing building was listed for demolition on the prior plan. After further investigation the building was found to be salvageable with improvements proposed to the exterior and roof. This building is proposed to be converted to self-storage.
2. The eastern drive-thru for the climate self-storage was deleted and moved to the western portion of the building.
3. Parking/sidewalk modifications were made to the site with additional parking added to account for the rear building square footage.

Staff recommends adding more landscaping along the east side of the property adjoining the new park. The developer will be required to make all of the improvements shown on the site plan. The Technical Review Committee (TRC) has reviewed the site plan and the applicant has revised the plan to reflect its comments. Dennis Euliss, applicant/developer, spoke concerning the request. There was discussion about the length of the sidewalk as shown on the site plan. No one from the public spoke concerning the request. Mr. Bradley made a motion, seconded by Ms. Auditori, to close the Public Hearing. The motion carried unanimously. Mr. Bradley made a motion, seconded by Ms. Philipps, to approve the amendment as presented with the flexibility to remove the sidewalk if the building code permits. The application is generally consistent with the objectives and policies for growth and development in the City's 2010 Land Development Plan, and is both reasonable and in the public interest to zone the property as shown on the Proposed Land Use Plan because it promotes the recommendations of the North Mebane Planning Area to designate limited Commercial, Office & Institutional, Industrial, and Urban Residential uses to accommodate existing such uses and is shown as Industrial. The motion carried unanimously.

Mr. Hooks made a motion, seconded by Ms. Auditori, to bring Mr. Greene back to the meeting. The motion carried unanimously.

Mr. Brown presented a request on behalf of Cook Out Mebane Oaks, LLC for voluntary contiguous annexation containing approximately 5.218 acres located at 3887 Brundage Lane. He recommended approval of the petition and Resolution and to accept the City Clerk's Certificate of Sufficiency for property requesting to be annexed. Ms. Philipps made a motion, seconded by Mr. Greene, to accept the petition and to accept the certificate of sufficiency and Resolution setting a date of public hearing for October 3, 2016. The motion carried unanimously

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Mebane Municipal Building at 6:00 p.m. on October 3, 2016.

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

BEGINNING at a 1/4" iron pipe in the Western margin of the right-of-way of Mebane Oaks Road, the Northeast corner of the property of Murphy Oil USA, Inc. (Deed Book 2989, Page 602), also being located North 15° 37' 22" West 83.91 feet from a 1/2" rebar in the Western margin of the right-of-way of Mebane Oaks Road in the property of Murphy Oil USA, Inc.; running thence from said point of Beginning along the Northern line of Murphy Oil USA, Inc. South 66° 39' 41" West 204.23 feet to a 1/2" rebar, the Northeast corner of the property of Alamance 2009, LLC (Deed Book 3233, Page 430); thence with the line of Alamance 2009, LLC South 66° 44' 11" West 226.84 feet to a 1/2" rebar, the Northeast corner of the property of Alamance2009, LLC (Deed Book 2146, Page 57); thence with the line of Alamance 2009 LLC South 66° 45' 02" West 434.58 feet to a flat iron, the Southeast corner of the property of Alamance 2009, LLC (Deed Book 3233, Page 430); thence with the line of Alamance 2009 LLC North 28° 07' 31" West 361.46 feet to a flat iron at stone, the Southern margin of the 15 foot unopened right-of-way of Broadwood Lane (Plat Book 5, Page 21); thence with the Southern margin of the right-of-way of Broadway Lane the following three (3) courses and distances: (i) North 82° 24' 59" East 24.02 feet to a point; (ii) North 81° 39' 25" East 110.08 feet to a 1" iron pipe; and (iii) North 81° 47' 02" East 6.23 feet to a 1/2" rebar; thence with the line of William F. Tate, Jr. and Jean W. Tate (Deed Book 892, Page 703) North 72°39'58" East 484.15 feet to a 1/2" rebar in the southern right of way of Brundage Lane; thence with the right of way of Brundage Road along a curve to the left with a radius of 646.32 feet and a chord bearing and distance of South 73° 41' 53" East 175.14 feet to a 1/2" rebar; thence with the right-of-way of Brundage Lane along a curve to the left with a radius of 646.32 feet and a chord bearing and distance of South 85° 32' 59" East 91.63 feet to a concrete monument at the intersection with the right-of-way of Mebane Oaks Road; thence with the intersection of the rights-of-way of Brundage Lane and Mebane Oaks Road South 68° 00' 16" East 79.07 feet to a concrete monument; thence the following three (3) courses and distances located within the right-of-way of Mebane Oaks Road: (i) North 50° 52' 53" East 14.94 feet to a point; (ii) South 39°07' 07" East 69.90 feet to a point; and (iii) South 66° 39' 41" West 26.05 feet to a 1/4" iron pipe, the point and place of Beginning, containing 5.281 acres, in accordance with a Boundary Survey for Cook Out Inc., dated May 22, 2016, as prepared by GEO Professionals, PLLC, Job #150040.

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

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Glendel Stephenson, Mayor

ATTEST:

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Stephanie W. Shaw, City Clerk

Mr. Brown presented a request for approval of technical amendments to Mebane's Code of Ordinances- Chapter 10- Cemeteries. Since the adoption of the Cemetery Ordinance in 2010, several practical issues have arisen that staff feels need addressing: name of the Mebane Memorial Gardens, placement of two urns in one cemetery plot and decoration of graves. Mr. Hooks made a motion, seconded by Mr. Bradley, to approve the amendments as presented. The motion carried unanimously.

Mr. Brown presented a request for approval to adopt a Resolution establishing a fee for urn section in the cemetery. Historically the fees for deeds to the urn lots in the Mebane Memorial Gardens have been the same as the traditional lots. The urn lots are normally 5 feet square as opposed to 12 feet by 5 feet. Staff believes fees for the urn lots should be at a new lesser rate.

Currently no urn spaces have been sold, so decreasing the cost of these spaces may increase sales. Staff recommended a separate fee for urn spaces in accordance with the Resolution below. Mr. Bradley made a motion, seconded by Ms. Philipps, to adopt the resolution amending the fee schedule to reflect the establishment of urn lot fees as presented. The motion carried unanimously.

A RESOLUTION TO AMEND THE FEE SCHEDULE  
ADOPTED FOR FISCAL YEAR 2016-17

BE IT RESOLVED by the City Council of the City of Mebane that the Council hereby adopts, effective September 19, 2016, the amendment to the fee schedule as adopted on June 6, 2016, as follows:

Cremation/Urn Section per Grave- Inside City	\$500
Cremation/Urn Section per Grave- Outside City	\$750

This the 19th day of September, 2016.

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

Franz Holt explained that The North Carolina Department of Environmental Quality (NCDEQ) is making grant funds available to municipalities for the purpose of the inventory and assessment of existing sewer infrastructure. The grant funding is intended to assist Cities with assessing the current condition, maintaining an inventory and establishing rehabilitation/replacement costs of sewer infrastructure. If approved by NCDEQ, the City can receive up to \$150,000 over a three year period through the Asset Inventory and Assessment (AIA) grant program. The City must provide matching funds of 20% (\$30,000.00) of the grant value, as well as a 1.5% (\$2,250.00) grant fee. Mr. Holt stated this assessment would not cover the whole system but staff would work to identify particular areas with issues. It was recommended that Council approve the resolution to allow David Cheek, the authorized official, to make application for an Asset and Inventory and Assessment Grant to NCDEQ on behalf of the City of Mebane. Ms. Philipps made a motion, seconded by Mr. Hooks, to approve the request as presented.

RESOLUTION BY GOVERNING BODY OF MEBANE

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in the assessment of their wastewater collection systems and

WHEREAS, The City of Mebane has need for and intends to perform an inventory and assessment of the City's wastewater collection system. The inventory and assessment is meant to locate, identify and inventory the condition of the existing wastewater collection system and

WHEREAS, The City of Mebane intends to request state grant assistance for the project,

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

That the City of Mebane will submit an application for grant assistance from the State of North Carolina for the asset and inventory assessment of the existing wastewater collection system.

That the City of Mebane will provide a 20% match of the funds requested in the application toward the asset and inventory assessment. The grant request can be made in an amount up to \$150,000.

That City Manager David Cheek, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Mebane with the State of North Carolina for a grant to aid in the implementation of the project described above.

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

That the City of Mebane has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 19th day of September, 2016 at the Municipal Building in Mebane, North Carolina.

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Glendel Stephenson, Mayor

Mayor Stephenson announced that agenda Item 10 - Mebane McGee Associates, JV Rezoning and Item 11- Mebane McGee Associates, JV Special Use Permit were requested to be postponed, per the applicant, until October 3, 2016. Council unanimously approved the request to postpone a decision on Items 10 and 11 until the October 3, 2016 regular monthly meeting by motion of Mr. Hooks, seconded by Mr. Greene.

Fire Chief Bob Louis announced that the Mebane Fire Department, as of early August, started an Explorer Program. Captain Brandon Dunn gave an overview of the program. The program provides participants an opportunity for career development, leadership experience, life skills, and character education. We will provide hands on training and experience in fire and emergency operations, while serving the local community. The Explorers, who are led by volunteers from within the department, will train alongside the department's career and volunteer firefighters. Captain Dunn explained that the explorers will be wear different uniforms than the career and volunteer staff. They will learn the department's equipment and operations, and eventually be able to participate in ride alongs where they will assist crews with non-hazardous tasks at incidents. Area teens, both male and female, between the ages of 14 and 20 years of age are eligible to join. The program is offered as a part of the Boy Scouts of America's Learning for Life Program. The program currently has 7 Explorers - both male and female - and will look to add more as the program grows, with a cap of 12-15.

Mr Cheek spoke briefly about the Southern Seasons Bankruptcy. The City paid the company \$18,000 in January in accordance with our agreement which required us to pay them their first installment when they obtained a certificate of occupancy. Our agreement with them has "claw back" stipulations within it to recoup any incentives paid should the company fail to meet its obligations under the agreement or cancel the agreement. No more incentives will be paid out and we will exercise any remedies stipulated in the contract to collect all or a portion of these funds depending on the terms of the agreement. Taxes have not been paid at this point, but the tax value reported by the County tax assessor included real property of \$5,822,951 and personal property of \$212,608 for a total taxable value of \$6,035,559. These taxes are due by January 6, 2017 and would amount to \$29,574 for the City. This facility is leased to Southern Seasons by a limited liability company that is responsible for paying the taxes. The property taxes will be paid by the LLC since it is not part of Southern Seasons, so we should get a payment not later than January. Upon realizing that we have not annexed the property until this meeting, we will not receive taxes until next August now.

Mr. Cheek also spoke about the following Development Report that has been kept up-to-date by Ms. Hadley which shows most of the major development that is and has been going on in Mebane.

Development 2013-2016	Value	Square Footage	Acres	Units	Value Per Acre
Single Family	\$204,953,000		367	1,273	\$558,052
Industrial	\$179,452,700	1,605,883	294		\$609,720
Multifamily	\$89,610,250		85	1,060	\$1,056,725
Commercial	\$15,316,978	203,812	84	113	\$182,532
<b>Total</b>	<b>\$489,332,928</b>	<b>1,809,695</b>	<b>830</b>	<b>2,446</b>	<b>\$200,054</b>

Recreation and Parks Director Dean Ray spoke briefly about the PARTF Grant recently granted to the City. He explained that Mebane was the second highest scoring project in this year's Parks & Recreation Trust Fund matching grant program receiving a grant for land acquisition of \$355,802. Staff also plans to apply for more grant funds to help with development.

There being no further business, the meeting was adjourned at 7:18p.m.

\_\_\_\_\_  
Glendel Stephenson, Mayor

ATTEST:

\_\_\_\_\_  
Stephanie W. Shaw, City Clerk



## AGENDA ITEM #4a

### Economic Incentive Agreement for Lotus Bakeries, NV

#### Presenter

Bart Vanterwyngen, Director Manufacturing, Lotus  
Bakeries, NV  
Mac Williams, Alamance Chamber President  
David Cheek, City Manager

#### Public Hearing

Yes  No

#### Summary

The City Council will consider a performance agreement with Lotus Bakeries, NV, headquartered in Belgium, and publicly traded on the Euronext (Brussels) market. The company is considering the location of a food processing/manufacturing facility in the N.C. Industrial Center (NCIC), its first facility in the United States. The company will be manufacturing Biscoff caramelized biscuits.

#### Background

The economic development project has been a cooperative effort between the City of Mebane, the Alamance Chamber and Alamance County. Lotus Bakeries will be constructing a 160,000 square foot facility across from Ferraro Foods in the NCIC. The planned facility will result in added taxable investment of as much as \$55,300,000 and create 60 full-time equivalent jobs with an average wage of \$35,931. The City of Mebane's proposed incentive package for Lotus Bakeries amounts to \$1,558,500 including cash grants of \$1,462,500 and reimbursements of local impact, permit and inspection fees estimated at \$96,000.

#### Financial Impact

This economic development project is expected to generate \$2,486,566 in property taxes over the next 10 years. The city will also receive sales tax from construction along with the indirect benefits of creating 60 new jobs with an estimated annual payroll of over \$2.2 million.

#### Recommendation

Staff recommends approval of the agreement.

#### Suggested Motion

I move for approval of the incentives agreement based upon findings that the company will add \$55,300,000 to the City's tax base, create 60 new jobs in the City, and result in added value and benefits to the taxpayers of the City.

#### Attachments

1. Economic Incentive Agreement

STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE

AGREEMENT

This AGREEMENT, made and entered into this \_\_\_\_\_ day of October, 2016 by and between LOTUS BAKERIES, NV (hereinafter sometimes referred to as the "Company"), and the CITY OF MEBANE, a North Carolina municipal Corporation (hereinafter sometimes referred to as "City" or "Mebane") and ALAMANCE COUNTY, a North Carolina County (hereinafter sometimes referred to as "County"), (both City and County sometimes hereinafter referred to as "Units")

RECITALS:

- A. The Company which is presently located in Belgium is considering locating a new manufacturing facility (hereinafter "FACILITY") in the North Carolina Industrial Center (hereinafter sometimes referred to as "NCIC" or the "Property"), will construct a new building and install machinery and equipment with said Facility to be in service not later than December 31, 2018 (hereinafter sometimes referred to as "Completion Date"), and to be located within the corporate limits of Mebane, Alamance County, North Carolina.
- B. The Facility will involve new taxable capital investment (including, building, machinery and equipment) of approximately Fifty-Five Million Three Hundred Thousand Dollars (\$55,300,000.00).
- C. The Facility will create sixty (60) full time employment positions with an average annual salary of Thirty Five Thousand Nine Hundred Thirty One Dollars (\$35,931.00).
- D. Some elements of said new taxable capital investment may be made by an affiliated entity which for the purposes of this Agreement shall be treated as if made by Company.
- E. The County and Mebane find that in order to aid and encourage the construction of the Facility and installation of the machinery and equipment in Mebane, Alamance County, North Carolina, it is necessary and desirable to assist the Company in its new capital taxable investments in facility improvements, and machinery and equipment installations.
- F. Pursuant to G.S. Section 160A-20.1, 158-7.1, and 158-7.2, as construed by the North Carolina Supreme Court in its opinion in Maready v. The City of Winston-Salem, et al, 342 N.C. 708 (1996), the Units may enter into an agreement with the Company in connection therewith.
- G. The County and Mebane find that reimbursing the Company through a grant for a portion of its construction and equipment costs will increase the taxable property base for the County and City and help create not less than sixty (60) new jobs in the County, all of which will result in an added and valued benefit to the taxpayers of the County and Mebane.

NOW THEREFORE, in consideration of the mutual provisions and covenants herein, and other good and valuable consideration which parties hereby acknowledge, The Company, The County and Mebane agree as follows:

1. To aid and encourage the construction of the facility, and machinery and equipment installations, and subject to the requirements hereinafter set forth, each Unit agrees to award a grant equally to the Company in cash in an amount not to exceed Three Hundred Fifty Six Thousand Two Hundred Fifty Dollars (\$356,250.00) by each Unit. (All the cash grants and other consideration paid by the Units is sometimes herein called the "Incentive Grant Funds"). In the performance of all activities involved in the site acquisition and facility construction, as well as in the machinery installation, the Company shall have full discretion to make all decisions regarding such improvements and contracting and purchasing without the joinder or approval of the City except for the requirements set forth in Paragraphs below.

Additional payments of Incentive Grant Funds from Alamance and Mebane to the Company shall be made as follows:

- a. The payment of Four Hundred Forty Two Thousand (\$442,000.00) in Incentive Grant Funds shall be paid by the Units in equal amounts of Two Hundred Twenty One Thousand Dollars (\$221,000.00), to the Company after the Facility has received its certificate of occupancy.
- b. Four (4) additional Incentive Grant Funds payments of Four Hundred Forty Two Thousand Dollars (\$442,000.00) shall be paid by the Units in equal sums of Two Hundred Twenty One Thousand (\$221,000.00), annually to the Company no earlier than the anniversary date of the first payment in (a) above provided that there are no outstanding property tax liabilities on the above referenced Facility and machinery and equipment. In the event that there are any outstanding property tax liabilities on the above reference Facility and machinery and equipment at the time such payment contemplated herein is due, such payment shall be delayed until the date that is thirty (30) days after such outstanding property tax liabilities have been paid.
- c. All Incentive Grant Funds payments provided for in this agreement be made no later than (30) calendar days after satisfaction of the requirements described in the subparagraphs. Any payment due hereunder shall be adjusted so that the total payments to the Company by each unit shall not exceed 2.0% times the annual taxable value of the property (excluding land, but expressly including all improvements located thereon) maintained by the Company for ad valorem tax purposes during the year period beginning at the issuance of Certificate of Occupancy. All payments are subject to the requirement that not less than sixty (60) full time jobs shall be maintained by the Company at the Facility with average annual salary of \$35,931.00.

- d. In the event of the Company's failure to create sixty full time (60) jobs and invest \$55,300,000.00 by the Completion Date, the Units in their sole discretion may grant a reasonable extension of time to the Company to meet the job and investment criteria in this Agreement or otherwise agree to such other performance criteria that equate to a similar economic and fiscal return to the Units. Any such extension or extensions, will extend the dates for payment of Incentive Grant Funds.
  - e. In the event that the Company fails to make the full investment of \$55,300,000.00, by the Completion Date, as it may be extended, the Incentive Grant Funds payments will be pro-rated using the \$55,300,000.00 as the denominator and the taxable value as the numerator, which in turn shall be multiplied times that cash grant for the applicable fiscal year of the Units.
  - f. In the event that the company fails to employ sixty (60) full time employees with the average salary as required above, the Incentive Grant Funds payments will be prorated using the sixty as the denominator and the actual number as the numerator. In no event shall the full-time jobs be fewer than forty (40) ("the Agreed Minimum Number of Employees").
  - g. Mebane agrees to waive local impact and inspection fees, up to the sum of Ninety Six Thousand Dollars (\$96,000.00).
2. Notwithstanding anything contained herein to the contrary, the parties hereto covenant and agree that the Incentive Grant Funds (collectively, "Incentives") are a material consideration in the Company's decision to locate the Facility in Mebane, North Carolina that the Company would not have located its Facility in Mebane, Alamance County, North Carolina without the Incentives and that the Company will be substantially harmed in the event that the Units obligations are not satisfied as provided herein.
  3. During the term of the Agreement, the Company agrees to allow representatives of the Units to enter upon its property during normal business hours upon forty-eight hours prior notice for the purpose of confirming the new construction and the purchase of new equipment has occurred. To the extent allowed by applicable law, the Units covenant and agree to protect, and not use or disclose, any of the Company's confidential and proprietary information.

4. The Company agrees, upon request of the Units, to make full and accurate accounting to the Units of all expenditures and construction and acquisition of equipment referenced above as required by this Agreement upon completion of total investment and the granting of the Certificate of Occupancy. The Company shall make such accountings as are necessary to verify construction and purchase of equipment and after such construction and purchase of equipment has been verified, the Company shall have no further obligations to account to the Units for any other expenses incurred except as otherwise provided by law.

5. The Company shall not discriminate against any person on the grounds of race, color, national origin, sex, age, or disability in the administration of this Agreement nor shall any person be excluded from participation in, or be denied the benefits of, any project constructed under this Agreement on the grounds of race, color, national origin, sex, age, or disability.

6. To the extent allowed by law, the Units respectively bind themselves, their successors, assigns, and legal representatives to other parties hereto and those parties' successors, assigns, and legal representatives, in respect to covenants, agreements, and obligations contained herein. No party to this Agreement shall assign the Agreement or any of the obligations or rights described herein without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement. The Company may assign this Agreement to a subsidiary, parent or affiliated company, with the written consent of the Units which shall not be unreasonably conditioned, delayed or withheld subject to the provisions of paragraph 18.

7. This Agreement may be modified only by a written agreement executed which must be approved by all parties hereto. The contractual commitments provided for herein and made by the parties hereto shall be deemed to continue into the future, survive and remain binding upon future elected and appointed officials to the full extent permitted under applicable law. This Agreement may be executed in counterparts separately with the resultant executed counterparts forming a single Agreement.

8. In the event of such cancellation of the Agreement described above, the Units shall have no further obligations to make any further payments as called for in this Agreement.

9. The parties and each person executing this Agreement on behalf thereof represent and warrant that they have the full right and authority to enter into this Agreement, which is binding, and to sign on behalf of the party indicated, and are acting on behalf of themselves, the constituent members and the successors and assigns of each of them. The parties agree to reasonably assist one another and cooperate in the defense (should any defense ever be necessary) of this Agreement and/or the incentives granted hereunder, so as to support and in no way undercut the same. In the event that any of the incentives or other assignments of the Units are determined to be invalid, the Units agree that they will, to the fullest extent permitted by law, provide the Company with any permitted incentives of substantial equal value pursuant to one more or more replacement incentive grant programs.

10. No provision of this Agreement may be invalidated, except by the Superior Court of Alamance County which shall have sole jurisdiction over any disputes which arise under this Agreement or otherwise regarding the parties hereto, and further, venue shall be proper and shall lie exclusively in the Superior Court of Alamance County, North Carolina.

If any such court holds any provision of this Agreement, invalid or unenforceable, then:

- a. Such holdings shall not invalidate or render unenforceable any other provision of this Agreement;
- b. Such provision shall be construed as closely as possible to the Party's Original intent in order to render such provision valid or enforceable, as applicable; and
- c. The remaining terms hereof; together with such reconstructive provision, shall constitute the parties' entire agreement hereof.

11. This Agreement sets forth the entire agreement between Units and the Company and supersedes any and all other agreements on this subject between the parties.

12. In the event, prior to the completion of the Facility, the Units expend funds for any of the incentives provided for in this Agreement and the Company elects to cancel the Agreement or does not comply with its obligations to construct the Facility, the Company agrees to fully reimburse the Units for any amounts expended by them through the date of such cancellation. The Company shall reimburse the Units within thirty (30) days of written demand. In the event that Company fails to re-pay such amounts, the Units may recover all the costs of collection, including without limitation reasonable attorney fees.

13. Company acknowledges that the Units are governmental entities, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable for the performance of the Units' obligations under this Agreement, then this Agreement shall remain in full effect, provided, however, that the payment obligations of the Units shall be temporally suspended, without penalty to the Units immediately upon written notice to Company of the unavailability of public funds. At such time as such public funds are again available, the payment obligations of the Units hereunder shall be deemed reinstated without necessity of further written agreement. It is expressly agreed that none of the Units shall activate this "unavailability" provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a financial crisis. In either event, the Units agree that they will use best efforts to replace, through other sources available to them under law, funds due to the Company, as soon as practical. In the event of a change in the Units' statutory authority, mandate and/or mandated functions by State and/or Federal legislative or regulatory action, which adversely affects the Units' authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the Units upon written notice to Company of such limitations or change in the Unit's legal authority.

14. Company agrees that upon written request of the Units that Company will grant to the requesting Unit(s), free of charge, easements that are, in the Company's sole discretion,

reasonable and necessary for water and/or sewer utilities and for transportation services (including without limitation temporary construction and/or drainage easements) that serve the Facility and its property. The easements shall be in mutually agreeable form and substance consistent with the Units' standard form agreements. Any such easements shall be located in areas of Company's property which will not unreasonably interfere with Company's intended use of Company's Facility. The Company commits that it will favorably consider, on a case by case basis, any requests from such Units for similar easements to serve adjoining properties provided that such requested easements will not have a detrimental impact upon the Company's property or Facility operations.

15. Any notices required by this Agreement shall be mailed to the following persons:

If to the County:

Alamance County  
Attn: Craig Honeycutt  
124 West Elm Street  
Graham, NC 27253

With Copy to:  
Clyde B. Albright  
Alamance County Attorney  
124 West Elm Street  
Graham, NC 27253

If to Mebane:

City of Mebane  
Attn: David Cheek  
106 E. Washington Street  
Mebane, NC 27302

With Copy to:

The Vernon Law Firm  
Attn: E. Lawson Brown, Jr.  
P.O. Box 2958  
Burlington, NC 27216-2958

If to Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. At or prior to the execution of this agreement, Company shall provide to the Units a current certificate of incumbency, a resolution of the Company evidencing the Company's authority to execute this Agreement, Certificates of Good Standing from the appropriate government offices and such other documents as Units may reasonably request.

17. As required by G.S. Section 158-7.1 (d2) (2), if the Company elects to assign its rights in whole or in part, to a third party purchaser of the real or personal property which is the basis of this Agreement, the third party shall be bound by this Agreement and shall execute an assignment confirming that it is bound by the terms of this Agreement, including without limitation, the obligations if a default occurs. No such assignment shall relieve Company of any of its obligations hereunder.

18. Company agrees to maintain the Agreed Minimum Number of Employees at the Facility for the duration of this Agreement, being the term of the Units' payments of Incentive Grant Funds. Failure of the Company to do so, is a default and breach of this Agreement, requiring the Company to return the Incentive Grant Funds paid and relieving the Units of making any additional Incentive Grant Fund payments.

19. Notwithstanding anything to the contrary stated herein, Mebane shall have no obligation to make any payments until the Property is annexed into the City Limits. Company agrees to submit a petition for annexation with the submission of an application for a building permit.

*(Signatures Appear on Next page)*

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

CITY OF MEBANE

BY: \_\_\_\_\_

PRINT NAME: Glendel Stephenson  
Mayor, City of Mebane

*This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.*

\_\_\_\_\_  
*Jeanne Tate, Mebane Finance Officer* \_\_\_\_\_ *Date*

*Approved as to Legal Form and Sufficiency*

\_\_\_\_\_  
*Lawson Brown, Mebane City Attorney*

COUNTY OF ALAMANCE

BY: \_\_\_\_\_

PRINT NAME: Eddie Boswell  
Chairman, Alamance County

*This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.*

\_\_\_\_\_  
*Susan Roberts, Alamance County Finance Officer* \_\_\_\_\_ *Date*

*Approved as to Legal Form and Sufficiency*

\_\_\_\_\_  
*Clyde Albright, Alamance County Attorney*

*(Signatures Appear on Next page)*

LOTUS BAKERIES, NV

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT



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## AGENDA ITEM #4b

### Voluntary Contiguous Annexation - Ordinance to Extend the Corporate Limits – Cook Out-Mebane Oaks LLC

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#### Presenter

Lawson Brown, City Attorney

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#### Public Hearing

Yes  No

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#### Summary

Approval of an Ordinance to Extend the Corporate Limits is the next step in the annexation process. This is a contiguous annexation containing approximately 5.281 acres located at 3887 Brundage Lane.

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#### Background

At the September 19, 2016 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 October 3, 2016 to consider approval of extending Mebane's corporate limits.

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#### Financial Impact

The property and improvements will be added to the ad valorem tax base for the City once the property is annexed.

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#### Recommendation

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

---

#### Suggested Motion

I make a motion to adopt of an Ordinance to Extend the Corporate Limits of the City of Mebane, North Carolina to include the 5.281 acres.

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#### Attachments

1. Ordinance
2. Map

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

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 Mebane Municipal Building at 6:00 p.m. on October 3, 2016, after due notice by the Mebane Enterprise on September 21, 2016; 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 October 3, 2016:

BEGINNING at a 1/4" iron pipe in the Western margin of the right-of-way of Mebane Oaks Road, the Northeast corner of the property of Murphy Oil USA, Inc. (Deed Book 2989, Page 602), also being located North 15° 37' 22" West 83.91 feet from a 1/2" rebar in the Western margin of the right-of-way of Mebane Oaks Road in the property of Murphy Oil USA, Inc.; running thence from said point of Beginning along the Northern line of Murphy Oil USA, Inc. South 66° 39' 41" West 204.23 feet to a 1/2" rebar, the Northeast corner of the property of Alamance 2009, LLC (Deed Book 3233, Page 430); thence with the line of Alamance 2009, LLC South 66° 44' 11" West 226.84 feet to a 1/2" rebar, the Northeast corner of the property of Alamance2009, LLC (Deed Book 2146, Page 57); thence with the line of Alamance 2009 LLC South 66° 45' 02" West 434.58 feet to a flat iron, the Southeast corner of the property of Alamance 2009, LLC (Deed Book 3233, Page 430); thence with the line of Alamance 2009 LLC North 28° 07' 31" West 361.46 feet to a flat iron at stone, the Southern margin of the 15 foot unopened right-of-way of Broadwood Lane (Plat Book 5, Page 21); thence with the Southern margin of the right-of-way of Broadway Lane the following three (3) courses and distances: (i) North 82° 24' 59" East 24.02 feet to a point; (ii) North 81° 39' 25" East 110.08 feet to a 1" iron pipe; and (iii) North 81° 47' 02" East 6.23 feet to a 1/2" rebar; thence with the line of William F. Tate, Jr. and Jean W. Tate (Deed Book 892, Page 703) North 72°39'58" East 484.15 feet to a 1/2" rebar in the southern right of way of Brundage Lane; thence with the right of way of Brundage Road along a curve to the left with a radius of 646.32 feet and a chord bearing and distance of South 73° 41' 53" East 175.14 feet to a 1/2" rebar; thence with the right-of-way of Brundage Lane along a curve to the left with a radius of 646.32 feet and a chord bearing and distance of South 85° 32' 59" East 91.63 feet to a concrete monument at the intersection with the right-of-way of Mebane Oaks Road; thence with the intersection of the rights-of-way of Brundage Lane and Mebane Oaks Road South 68° 00' 16" East 79.07 feet to a concrete monument; thence the following three (3) courses and distances located within the right-of-way of Mebane Oaks Road: (i) North 50° 52' 53" East 14.94 feet to a point; (ii) South 39°07' 07" East 69.90 feet to a point; and (iii) South 66° 39' 41" West 26.05 feet to a 1/4" iron pipe, the point and place of Beginning, containing 5.281 acres, in accordance with a Boundary Survey for Cook Out Inc., dated May 22, 2016, as prepared by GEO Professionals, PLLC, Job #150040.

Section 2. Upon and after October 3, 2016 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 3rd day of October, 2016.

\_\_\_\_\_  
Glendel Stephenson, Mayor

ATTEST:

\_\_\_\_\_  
Stephanie W. Shaw, City Clerk

Approved as to form:

\_\_\_\_\_  
Lawson Brown, City Attorney

**CERTIFICATE OF PRELIMINARY MAJOR SUBDIVISION PLAT APPROVAL**

I HEREBY CERTIFY THAT THE CITY OF MEBANE PLANNING BOARD APPROVED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ THE PRELIMINARY PLAT OF SUBDIVISION AS SHOWN ON THIS PLAT. PRELIMINARY PLAT APPROVAL IS VALID FOR A PERIOD OF 12 MONTHS FROM THE ABOVE DATE OR AS ESTABLISHED UNDER THE VESTED RIGHTS PROCEDURES, IF APPLICABLE.

**CERTIFICATE OF OWNERSHIP AND DEDICATION (FOR USE WITH MINOR SUBDIVISION PLATS ONLY)**

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, WE DO DEDICATE TO THE CITY OF MEBANE FOR PUBLIC USE EASEMENTS, RIGHTS OF WAY AND PARKS SHOWN THEREON FOR ALL LAWFUL PURPOSES TO WHICH THE CITY MAY DEVOTE OR ALLOW THE SAME TO BE USED AND UPON ACCEPTANCE THEREOF AND IN ACCORDANCE WITH ALL CITY POLICES, ORDINANCES AND REGULATIONS OR CONDITIONS OF THE CITY OF MEBANE FOR THE BENEFIT OF THE PUBLIC, THIS DEDICATION SHALL BE IRREVOCABLE.

OWNER \_\_\_\_\_ DATE \_\_\_\_\_

OWNER \_\_\_\_\_ DATE \_\_\_\_\_

(NOTARIZED) \_\_\_\_\_ DATE \_\_\_\_\_

BOOK NO. \_\_\_\_\_ PAGE NO. \_\_\_\_\_

PL \_\_\_\_\_

I, JOHN W. WILLIS, JR., CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 543, PAGE 975 AND DEED BOOK 2859 PAGE 628); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DASHED LINES AND DRAWN FROM INFORMATION SHOWN ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600); AND THAT IT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

PROFESSIONAL LAND SURVEYOR \_\_\_\_\_ L-4622

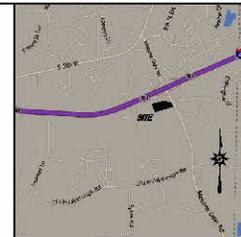
I, JOHN W. WILLIS, JR., PROFESSIONAL LAND SURVEYOR, L-4622 CERTIFY THAT THIS IS OF A SURVEY THAT:

- (1) CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- (2) IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTIONS TO THE DEFINITION OF SUBDIVISION.
- (3) IS OF AN EXISTING PARCEL OR PARCELS OF LAND.

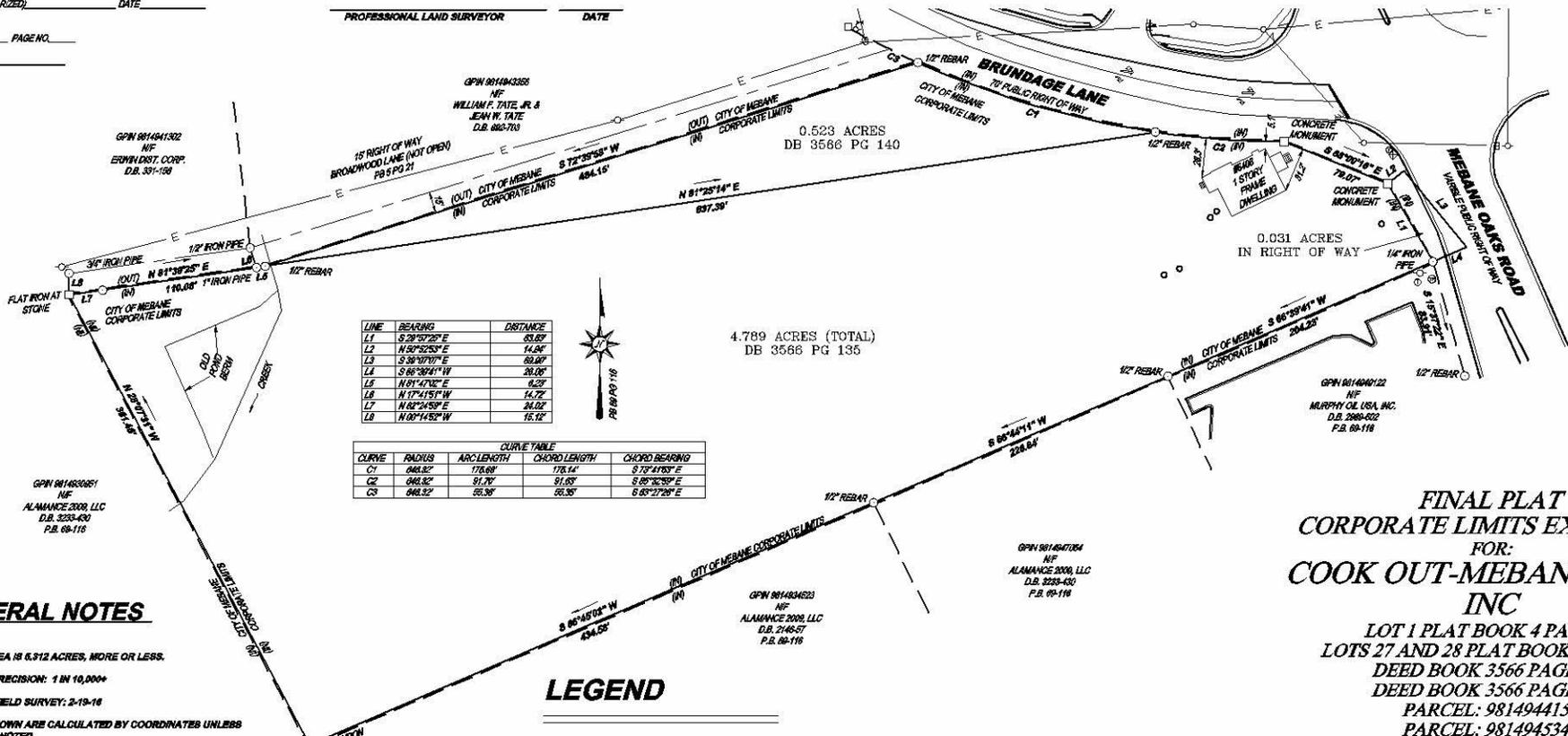
PROFESSIONAL LAND SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_

**FLOOD CERTIFICATION**

THIS PROPERTY LIES IN ZONE X (AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER 370390 0814 J, EFFECTIVE 09/08/06.



VICINITY MAP NOT TO SCALE



**GENERAL NOTES**

- TOTAL AREA IS 6.512 ACRES, MORE OR LESS.
- SURVEY PRECISION: 1 IN 10,000+
- DATE OF FIELD SURVEY: 2-19-16
- AREAS SHOWN ARE CALCULATED BY COORDINATES UNLESS OTHERWISE NOTED.
- SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE COMBINED WITH EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.
- CURRENT OWNERS: COOK OUT-MEBANE OAKS, INC.
- DEED REFERENCE: DEED BOOK 3566 PAGE 135 AND DEED BOOK 3566 PAGE 140.
- THIS PLAT SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS OF WAY OF RECORD PRIOR TO THE DATE OF THIS MAP AND, WHICH WERE NOT VISIBLE AT THE TIME OF MY INSPECTION.
- THIS PLAT IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.

**LEGEND**

- PROPERTY LINE SURVEYED
- - - ADJOINER'S PROPERTY SURVEYED
- - - ADJOINER'S PROPERTY NOT SURVEYED
- STORM WATER PIPE
- FO UNDERGROUND FIBER OPTIC/TELEPHONE
- NG UNDERGROUND NATURAL GAS
- SS SANITARY SEWER PIPE
- W UNDERGROUND WATER LINE
- E OVERHEAD POWER
- PK NAIL
- EXISTING PROPERTY MONUMENTATION
- CONCRETE MONUMENT
- NEW PROPERTY MONUMENTATION
- POWER POLE
- LIGHT POLE
- FIBER OPTIC VAULT
- TRAFFIC SIGNAL VAULT
- MAIL BOX
- EM ELECTRIC METER
- SM SANITARY SEWER MANHOLE
- OW MONITORING WELL
- SD STORM DRAINAGE MANHOLE
- YI YARD INLET
- FD FIRE HYDRANT
- GM GAS METER
- I GAS VALVE
- WM WATER METER
- WV WATER VALVE
- IV IRRIGATION VALVE
- FD FIRE DEPARTMENT CONNECTION
- CP COMMUNICATION PEDESTAL / VAULT
- FO FIBER OPTIC MARKER
- CONC CONCRETE
- R/W RIGHT OF WAY
- CMU CONCRETE MASONRY UNIT (BLOCK)
- BLDG BUILDING

**FINAL PLAT**  
**CORPORATE LIMITS EXTENSION**  
**FOR:**  
**COOK OUT-MEBANE OAKS,**  
**INC**  
 LOT 1 PLAT BOOK 4 PAGE 56  
 LOTS 27 AND 28 PLAT BOOK 5 PAGE 21  
 DEED BOOK 3566 PAGE 135  
 DEED BOOK 3566 PAGE 140  
 PARCEL: 9814944152  
 PARCEL: 9814945340  
 1255 MEBANE OAKS ROAD  
 MEBANE, NORTH CAROLINA  
 MELVILLE TOWNSHIP, ALAMANCE COUNTY

**PRELIMINARY PLAT**

NOT FOR RECORDATION, CONVEYANCES, OR SALES.



**GEO**  
**PROFESSIONALS, PLLC**  
 LAND SURVEYORS  
 8016 HIGHLAND GROVE DRIVE  
 SLAMMERFIELD, NC 27588  
 336-885-0295  
 WWW.GEO-PROFESSIONALS.COM  
 FIRM # 01032  
 DATE: 05-25-16  
 JOB # 150040

SCALE: 1" = 60'



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## AGENDA ITEM #5

Petition for Voluntary Annexation-  
Venn Hillsborough LLC- Courtyards  
at Magnolia Glen and Magnolia Glen

### Presenter

Lawson Brown, City Attorney

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### Public Hearing

Yes  No

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### Summary

Staff received a petition requesting voluntary non-contiguous annexation from Venn Hillsborough, LLC.

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### Background

The applicant is requesting to be annexed into Mebane's corporate limits. This is a non-contiguous annexation containing approximately 61.03 acres located on Old Hillsborough Road.

---

### Financial Impact

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

---

### Recommendation

Staff recommends Council's acceptance of the petition, the Clerks Certificate of Sufficiency and adoption of a resolution setting a date of public hearing for November 7, 2016.

---

### Suggested Motion

I make a motion to accept the petition, the Clerks Certificate of Sufficiency and to adopt of a resolution setting a date of public hearing for November 7, 2016.

---

### Attachments

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



## PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

### Annexation Process – Approximately a 2 Month Process

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

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

Date: 09/22/2016

To the City Council of the City of Mebane:

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Mebane.
2. The area to be annexed is non-contiguous to the City of Mebane and the boundaries of such territory are as follows:

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

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

Name	Address	Do you declare vested rights (Yes or No)	Signature
1. Venn Hillsborough, LLC Shawn Cummings, Manager	537 Huffman Mill Rd., Suite E Burlington, NC 27215	No	
2.			
3.			

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

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

CERTIFICATE OF SUFFICIENCY

To the City Council of the City of Mebane, North Carolina:

I, Stephanie W. Shaw, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Mebane, this 3rd day of October, 2016.



Stephanie W. Shaw  
Stephanie W. Shaw, City Clerk



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

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

WHEREAS, the Mebane City Council directed the City Clerk to investigate the sufficiency of the petition; and

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

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

Section 1. A public hearing on the question of annexation of the non-contiguous area described herein will be held at the Mebane Municipal Building at 6:00 p.m. on November 7, 2016.

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

Beginning at an EIP in the right of way of Old Hillsborough Road;

Thence S 13°10'27" E A Distance Of 2.54' to a computed point on the said right of way;

Thence S 13°10'27" E A Distance Of 112.84' to an EIP;

Thence S 13°12'36" E A Distance Of 201.43' to an EIP;

Thence S 13°21'32" E A Distance Of 298.00' to an EIP;

Thence S 00°40'35" E A Distance Of 726.96' to an EIP;

Thence S 00°56'55" E A Distance Of 610.49' to an EIP;

Thence S 89°14'43" W A Distance Of 227.15' to a computed point;

Thence N 71°04'37" W A Distance Of 75.82' to a computed point;

Thence N 49°49'23" W A Distance Of 78.81' to a computed point;

Thence N 28°34'09" W A Distance Of 78.81' to a computed point;

Thence N 07°18'56" W A Distance Of 51.44' to a computed point;

Thence N 00°45'17" W A Distance Of 42.04' to a computed point;

Thence S 89°14'43" W A Distance Of 44.69' to a computed point;

Thence S 81°49'48" W A Distance Of 358.69' to a computed point;

Thence N 08°10'12" W A Distance Of 14.97' to a computed point;

Thence S 78°00'08" W A Distance Of 359.69' to a computed point;

Thence N 11°59'52" W A Distance Of 23.54' to a computed point;

Thence S 78°29'37" W A Distance Of 180.40' to an EIP;

Thence S 78°49'32" W A Distance Of 388.56' to an EIP;

Thence S 68°46'23" W A Distance Of 197.67' to an EIP;

Thence S 87°32'08" W A Distance Of 104.00' to an EIP;

Thence N 62°07'57" W A Distance Of 151.80' to an EIP;  
Thence N 70°10'09" W A Distance Of 98.85' to an EIP;  
Thence N 64°12'28" W A Distance Of 74.58' to a computed point;  
Thence N 39°21'38" E A Distance Of 29.77' to an EIP;  
Thence N 39°18'09" E A Distance Of 998.88' to an EIP;  
Thence N 03°06'54" W A Distance Of 435.29' to an EIP;  
Thence N 03°06'54" W A Distance Of 2.53' to a computed point on the right of way of Old Hillsborough Road;  
Thence N 03°06'54" W A Distance Of 25.58' to a computed point in the centerline of Old Hillsborough Road;  
Thence with said centerline the following courses and distances:  
N 86°16'01" E A Distance Of 173.28' to a computed point;  
N 85°22'21" E A Distance Of 95.91' to a computed point;  
N 83°13'36" E A Distance Of 92.20' to a computed point;  
N 78°36'21" E A Distance Of 97.66' to a computed point;  
N 74°10'01" E A Distance Of 74.03' to a computed point;  
N 68°08'26" E A Distance Of 100.86' to a computed point;  
N 62°31'13" E A Distance Of 3.65' to a computed point;  
Thence S 09°45'07" E A Distance Of 29.71' to an EIP;  
Thence S 09°45'07" E A Distance Of 1.65' to a computed point on the right of way of Old Hillsborough Road;  
Thence with said right of way:  
S 62°31'13" W A Distance Of 1.73' to a computed point;  
Thence with a Curve Turning To the Right with an Arc Length of 19.15', With A Radius Of 500.00',  
With A Chord Bearing Of S 63°37'04" W, With a Chord Length of 19.15', to an EIP;  
Thence S 09°45'07" E A Distance Of 153.04' to an EIP;  
Thence S 40°50'01" E A Distance Of 95.00' to an EIP;  
Thence N 82°14'55" E A Distance Of 208.12' to an EIP;  
Thence N 10°45'12" W A Distance Of 329.18' to an EIP on the right of way of Old Hillsborough Road;  
Thence N 10°45'12" W A Distance Of 32.12' to a computed point in the centerline of Old Hillsborough Road;  
Thence with said centerline the following courses and distances:  
N 58°27'42" E A Distance Of 29.49' to a computed point;  
N 57°42'21" E A Distance Of 54.92' to a computed point;  
N 59°00'06" E A Distance Of 56.08' to a computed point;  
N 58°30'03" E A Distance Of 55.93' to a computed point;  
N 58°30'09" E A Distance Of 52.91' to a computed point;  
N 57°56'17" E A Distance Of 54.00' to a computed point;  
N 58°43'33" E A Distance Of 31.44' to a computed point;  
N 58°28'22" E A Distance Of 50.99' to a computed point;  
N 59°10'27" E A Distance Of 56.95' to a computed point;  
N 59°46'08" E A Distance Of 51.10' to a computed point;

N 60°10'27" E A Distance Of 54.57' to a computed point;  
N 61°20'01" E A Distance Of 46.70' to a computed point;  
N 63°27'36" E A Distance Of 47.86' to a computed point;  
N 65°12'42" E A Distance Of 44.29' to a computed point;  
N 66°50'27" E A Distance Of 59.94' to a computed point;  
N 69°30'24" E A Distance Of 26.57' to a computed point;  
S 13°10'27" E A Distance Of 27.70' to an EIP;

Which Is the Point Of Beginning,  
Having an Area of 2658459.9 Square Feet, 61.03 Acres

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

\_\_\_\_\_  
Glendel Stephenson, Mayor

ATTEST:

\_\_\_\_\_  
Stephanie W. Shaw, City Clerk



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## AGENDA ITEM #6

### Petition for Voluntary Annexation- ME II Holdings, LLC (Prescient)

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#### Presenter

Lawson Brown, City Attorney

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#### Public Hearing

Yes  No

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#### Summary

Staff received a petition requesting voluntary non-contiguous annexation from ME II Holdings, LLC.

---

#### Background

The applicant is requesting to be annexed into Mebane's corporate limits. This is a non-contiguous annexation containing approximately 22.73 acres located at 2125 Senator Ralph Scott Parkway. This property also being located in the NCCP.

---

#### Financial Impact

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

---

#### Recommendation

Staff recommends Council's acceptance of the petition, the Clerks Certificate of Sufficiency and adoption of a resolution setting a date of public hearing for November 7, 2016.

---

#### Suggested Motion

I make a motion to accept the petition, the Clerks Certificate of Sufficiency and to adopt of a resolution setting a date of public hearing for November 7, 2016.

---

#### Attachments

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



## PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

### Annexation Process – Approximately a 2 Month Process

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

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

Date: 9/21/16

To the City Council of the City of Mebane:

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Mebane.
2. The area to be annexed is non-contiguous to the City of Mebane and the boundaries of such territory are as follows:

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

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

Name	Address	Do you declare vested rights (Yes or No)	Signature
1. ME II Holdings, LLC	P.O. Box 8050, Greensboro, NC	NO	<i>M. Luck</i>
2.			
3.			

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

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

CERTIFICATE OF SUFFICIENCY

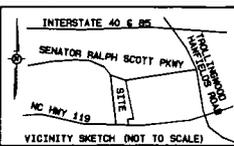
To the City Council of the City of Mebane, North Carolina:

I, Stephanie W. Shaw, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Mebane, this 3rd day of October, 2016.

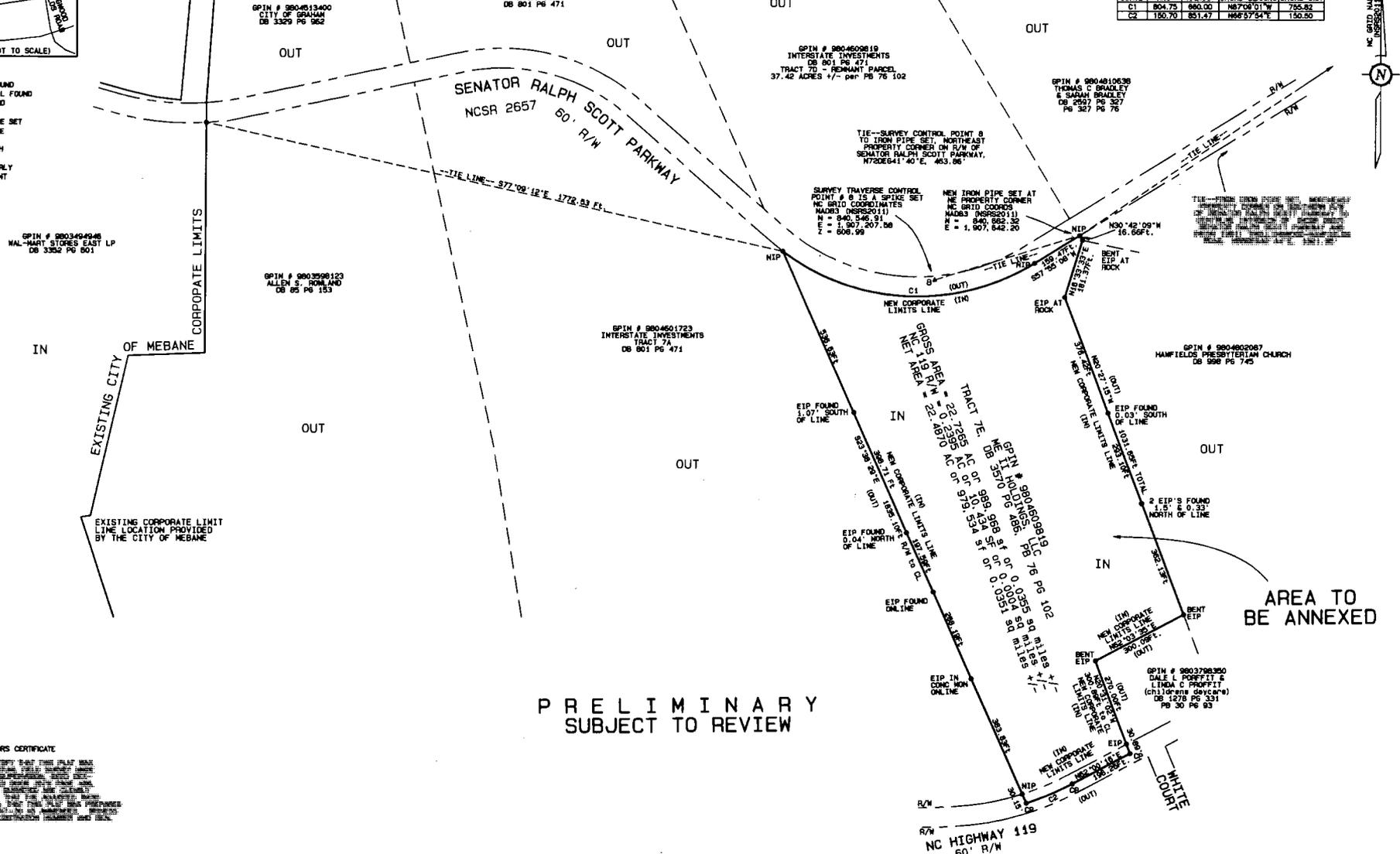


Stephanie W. Shaw  
Stephanie W. Shaw, City Clerk



- LEGEND**
- IFP IRON PIPE FOUND
  - MNF MAGNETIC NAIL FOUND
  - PNF PK NAIL FOUND
  - RBF REBAR FOUND
  - NIP NEW IRON PIPE SET
  - P/L PROPERTY LINE
  - CL CENTERLINE
  - AW AVERAGE WIDTH
  - R/W RIGHT-OF-WAY
  - N/F NON OR FORMERLY
  - CP COMPUTED POINT

CURVE TABLE				
CURVE	ARC	RADIUS	CHORD BEARING	CHORD DIST
C1	804.75	680.00	N87°08'01"W	755.82
C2	150.70	851.47	N85°57'54"E	150.50



**P R E L I M I N A R Y  
S U B J E C T T O R E V I E W**

**SURVEYORS CERTIFICATE**

I, RONALD G. HOBSON, a duly Licensed Professional Land Surveyor in the State of North Carolina, do hereby certify that the foregoing is a true and correct copy of the original survey plat as shown to me by the client, and that the same was prepared by me or under my direct supervision and in accordance with the provisions of the Surveying Act of 1979, as amended, and the rules and regulations of the State Board of Surveying and Mapping.

(Signed)  
**RONALD G. HOBSON**

(Name of Surveyor)  
L-3283

(Professional Land Surveyor No.)  
SEPT 28, 2016

(Date)

(Date of Last Revision)

- NOTES--**
- THE PURPOSE OF THIS PLAT IS TO ILLUSTRATE THE AREA PROPOSED FOR ANNEXATION TO THE CITY OF MEBANE, N.C. THIS SURVEY IS NOT INTENDED FOR USE IN SALES, CONSTRUCTION OR ANY OTHER USE BEYOND ANNEXATION PURPOSES.
  - THE BOUNDARY INFORMATION SHOWN HEREON HAS BEEN DETERMINED FROM THE FOLLOWING SOURCES: ACTUAL FIELD SURVEY LOCATIONS, DB 3570 PG 488, DB 501 PG 471, BOM 75 PG 450, BOM 75 PAGES 102 & 103, ALAMANCE COUNTY REGISTRY.
  - THIS SURVEY HAS BEEN PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH PERFORMED BY A LICENSED NC ATTORNEY AT LAW.
  - THERE MAY BE EASEMENTS THAT ENCOMBER THE PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY.
  - THE NC GRID COORDINATES SHOWN WERE DERIVED FROM VRS POSITIONING USING LOCAL CORNS STATIONS BASED ON NAD83 (NRS2011). THE GPS DATA WAS OBTAINED FROM OBSERVATIONS ON JUNE 8, 2016.
  - ALL DISTANCES SHOWN ARE HORIZONTAL GROUND MEASUREMENTS, UNLESS NOTED OTHERWISE.

**Sacks Surveying & Mapping, P.C.**

3308-B Edgefield Road (336) 931-0556  
Greensboro, NC 27409 FAX 931-0558  
www.sackssurveying.com FIRM LIC # C-2741

**FINAL PLAT FOR  
CITY OF MEBANE  
CORPORATE LIMITS EXTENSION  
ME II HOLDINGS, LLC - NON CONTIGUOUS  
(SATELLITE) VOLUNTARY ANNEXATION**

MELVILLE TOWNSHIP, ALAMANCE COUNTY, NC  
28 SEPT 2016 SCALE 1 IN = 100 FT



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

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

WHEREAS, the Mebane City Council directed the City Clerk to investigate the sufficiency of the petition; and

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

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

Section 1. A public hearing on the question of annexation of the non-contiguous area described herein will be held at the Mebane Municipal Building at 6:00 p.m. on November 7, 2016.

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

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

BEGINNING at a new iron pipe set, being the NE corner of this tract herein described, said iron pipe lying in the southern right of way line of (NCSR 2657) Senator Ralph Scott Parkway, a newly constructed road and being located S55deg42'44"W, 1821.95' from a PK Nail set in the centerline intersection of (NCSR 2657) Senator Ralph Scott Parkway and (NCSR 1981) Trollingwood-Hawfields road, said iron pipe having NC State Plane Coordinates NAD83(NSRS2011) of N = 840,682.32 and E = 1,907,642.20 US survey feet, THENCE along the southern right of way line of Senator Ralph Scott Parkway, S57deg 55'08"W, 159.47' to a new iron pipe set, thence along a curve to the right having a Radius of 660.00', an Arc distance of 804.75', a Chord Bearing of N87deg09'01"W, and a Chord distance of 755.82' to a new iron pipe set, thence leaving the southern right of way line of Senator Ralph Scott Parkway and continuing S23deg38'29"E, 1835.10' to a computed point in the centerline of NC Highway 119, passing through a new iron pipe set in the northern right of way line of NC Hwy 119 a distance of 30.15' from the said centerline of NC Hwy 119, thence along the centerline of NC Hwy 119 along a curve to the left having a Radius of 851.47', an Arc distance of 150.70', a Chord Bearing of N66deg57'54"E, and a Chord Distance of 150.50' to a computed point, thence N62deg00'16"E, 196.26' to a computed point in the centerline of NC Hwy 119, thence leaving the centerline of NC Hwy 119 and continuing N20deg31'02"W, 300.89' to an existing iron pipe passing through another existing iron pipe found witnessing the northern right of way of NC Hwy 119 at a distance of 30.89' from said centerline, thence N62deg03'35"E, 300.09' to an

existing iron pipe, thence N20deg27'15"W, 1031.65' to an existing iron pipe at rock, thence N16deg33'33"E, 181.37' to an existing iron pipe at rock, thence N30deg42'09"W, 16.66' to the point and place of BEGINNING, containing a gross area inclusive of NC Hwy 119 right of way of 22.7265 acres or 989,968 square feet +/- as shown on survey by Sacks Surveying & Mapping titled "EXEMPT SUBDIVISION PLAT prepared for ME II HOLDINGS, LLC" dated 21 September 2016 and signed by Ronald G. Hobson, NC PLS L-3283, said map recorded in Plat Book \_\_\_\_\_Page \_\_\_\_\_, Alamance County Registry.

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

\_\_\_\_\_  
Glendel Stephenson, Mayor

ATTEST:

\_\_\_\_\_  
Stephanie W. Shaw, City Clerk



# AGENDA ITEM #7

## Mebane McGee Associates, JV Rezoning

(Verbally requested by the applicant to be postponed until November 7, 2016)

### Presenter

Montrena Hadley, Planning Officer

### Applicant

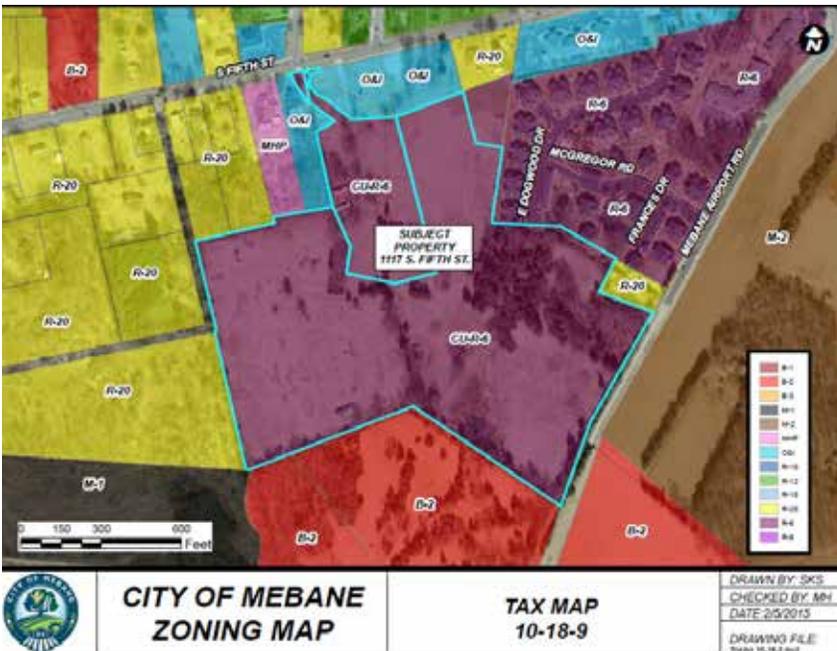
Mebane McGee Associates, JV  
PO Box 254  
Folly Beach, SC 29439

### Public Hearing

Yes  No

Closed at July meeting with decision continued

### Zoning Map



### Property

1117 S. Fifth Street; Alamance County Tax Map 10-18-9; 9814543813

### Proposed Zoning

R-6 Multi-Family/Two Family, Single Family Residential on +/- 29.545 Acres, B-2 General Business/Office on +/- 4.94 Acres as PUD to Allow a Mixed Use Plan

### Current Zoning

R-6(CD) Residential Conditional Zoning District to Allow 110 Single Family Homes

### Size

+/- 34.485 acres

### Surrounding Zoning

R-20, O&I, R-6, B-2, M-1 & M-2

### Surrounding Land Uses

Residential, Business & Industrial

### Utilities

To be extended at developer's expense.

### Floodplain

No

### Watershed

No

### City Limits

Yes

---

### Summary

The City Council continued the request at its July, August, and September meetings to allow the developer to discuss the request with staff and adjoining property owners. The developer has revised the master plan with some additional changes.

Mebane McGee Associates, JV owns the property and has requested approval to rezone property from R-6(CD) Residential Conditional Zoning District to build 110 single family homes that was approved by the City Council on March 2, 2015 to R-6, Multi-Family/Two Family Residential, Single Family Residential on +/-29.545 acres & B-2, General Business/ Office on +/-4.94 acres as a Planned Unit Development (PUD) to allow a mixed use plan.

The 2010 Land Development Plan shows this property within The Central Mebane Planning Area and recommends designating the majority of existing residential uses, and areas deemed most appropriate for future residential development as Neighborhood Residential uses.

---

### Financial Impact

The developer will extend utilities at his own expense.

---

### Recommendation

The Planning Board recommended approval of the rezoning at their May 9, 2016 meeting.

The request meets the required standards of a General Rezoning and Planned Unit Development.

---

### Suggested Motion

Motion to approve the rezoning as presented. The application is generally consistent with the objectives and policies for growth and development in the City's 2010 Land Development Plan, and is both reasonable and in the public interest because it promotes the Village Center concept approved in the 2010 Land Development Plan by providing a convenient and complementary mix of commercial, office, institutional, residential, and open space uses, with both the pedestrians and vehicles in mind.

---

### Attachments

1. Rezoning Application McGee Farm
2. Zoning Map McGee Farm

**APPLICATION FOR A ZONING AMENDMENT  
MEBANE, NORTH CAROLINA**

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

Name of Applicant: MEBANE MCGEE ASSOCIATES, JV

Address of Applicant: PO BOX 254, FOLLY BEACH, SC 294139

Address and brief description of property to be rezoned: +/- 34.485AC  
OF VACANT LAND @ 1117 South Fifth St.

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

\*Do you have any conflicts of interest with: Elected/Appointed Officials, Staff, etc?  
Yes  Explain: EVERRET GREEN (BUSINESS) No

Type of re-zoning requested: PUD

Sketch attached: Yes  No  (See Instructions)

Reason for the requested re-zoning: CHANGE FROM R-6 TO  
PUD TO ALLOW MIXED USE PLAN PER ATTACHED

Signed: 

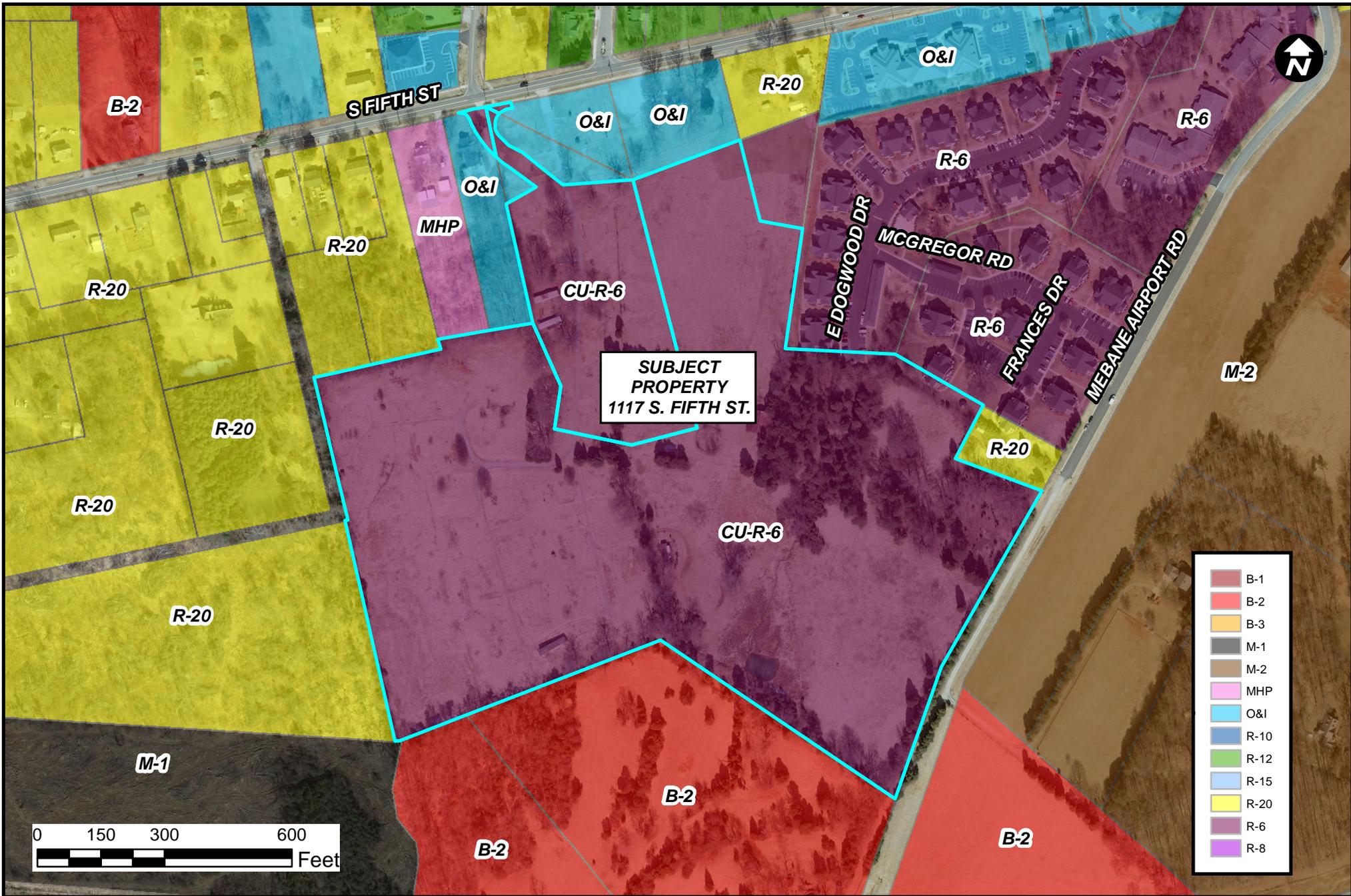
Date: 1/6/2016

See the other side for information and instructions.

Action by Planning Board: \_\_\_\_\_

Public Hearing Date: \_\_\_\_\_ Action: \_\_\_\_\_

Zoning Map Corrected: \_\_\_\_\_



# CITY OF MEBANE ZONING MAP

## TAX MAP 10-18-9

DRAWN BY: SKS  
 CHECKED BY: MH  
 DATE: 2/5/2015  
 DRAWING FILE:  
 Zoning 10-18-9.mxd



## AGENDA ITEM #8

Mebane McGee Associates,  
JV Special Use Permit- PUD

(Verbally requested by the applicant to be postponed until November 7, 2016)

### Presenter

Montrena Hadley, Planning Officer

### Applicant

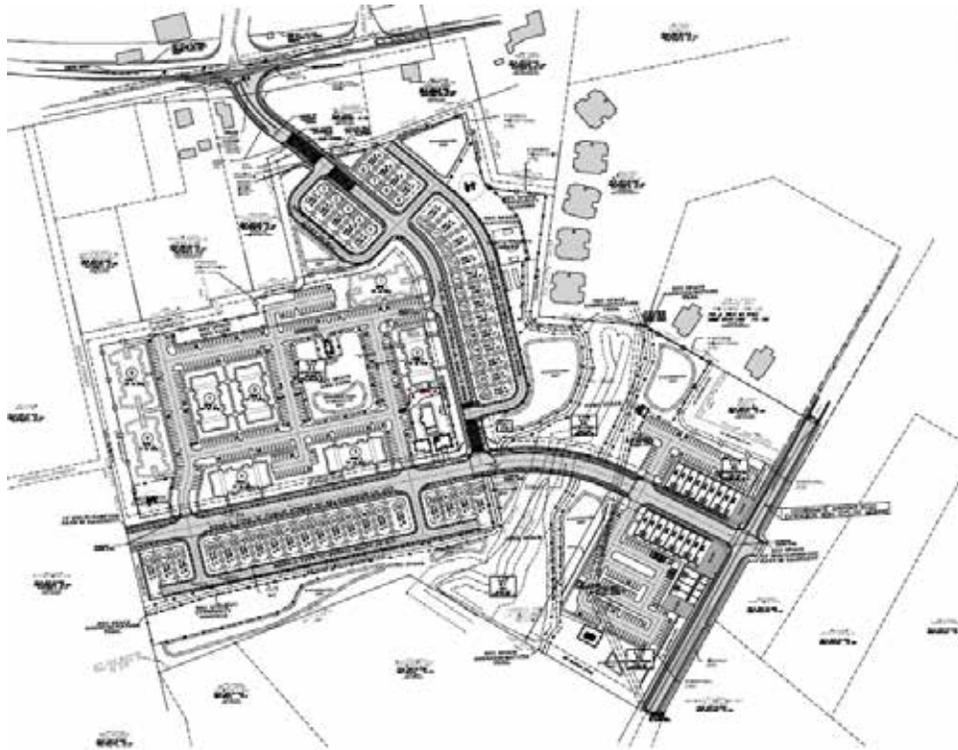
Mebane McGee Associates, JV  
PO Box 254  
Folly Beach, SC 29439

### Public Hearing

Yes  No  (Quasi-Judicial)

Closed at July meeting with decision continued

### Site Map



### Property

1117 S. Fifth Street;  
Alamance Co. Tax Map  
10-18-9; 9814543813

### Proposed Zoning

PUD to Allow a Mixed  
Use Plan which includes  
R-6 Multi-Family/ Single  
Family on +/-29.545  
Acres, B-2 General  
Business on +/-4.94 acres

### Current Zoning

R-6(CD) Residential  
Conditional Zoning  
District to Allow 110  
Single Family Homes

### Size

Total +/-34.485 acres

### Surrounding Zoning

R-20, O&I, R-6, B-2,  
M-1 & M-2

### Surrounding Land Uses

Residential, Business &  
Industrial

### Utilities

To be extended at  
developer's expense.

### Floodplain

No

### Watershed

No

### City Limits

Yes

**Summary**

The City Council continued the request at their July, August, and September meetings to allow the developer to discuss the request with staff and adjoining property owner. The developer has revised the master plan with some additional changes as follows:

Mebane McGee Associates, JV owns the property and has requested approval of the revised site plans with the proposed use standards and conditions to build 42 single family homes and 180 apartments on +/-29.545 and commercial/office on +/-4.94 acres as a Planned Unit Development (PUD) to allow a mixed use plan on +/-34.485. The owner has requested to realign and build the approved Cameron Lane Extension thoroughfare through their property as shown on the submitted site plan. They will be extending City water, sewer, streets and sidewalks throughout the project. The major elements of the plan include:

- Construction of 42 single family homes (Increased from 34 single family homes)
- Construction of 180 apartments (Reduced from 224 apartments)
- Total construction of 222 units (Reduced from 258 units)
- Amenities include an amenity center/pool, Dog Park, Sports Park, community gardens, playground/picnic areas, exercise/fitness trails, 10-foot multi-purpose path along Cameron Lane, green and open space.
- Provision for ponds for compliance with storm water management rules.
- Construction of turn lanes on Fifth St. per NCDOT requirements.
- Project Phasing
  - Phase 1 – 180 MF Units
  - Phase 2 – 42 SF Lots
  - Phase 3 - Town Center
- The project will provide a 6-foot privacy fence along the rear of lots 56-63.

The Technical Review Committee (TRC) has reviewed the site plan and the applicant has revised the plan to reflect its comments. The developer will be required to make all of the improvements shown on the site plan including road improvements required by NCDOT and the Traffic Impact Analysis.

The 2010 Land Development Plans shows this property within The Central Mebane Planning Area and recommends designating the majority of existing residential uses, and areas deemed most appropriate for future residential development as Neighborhood Residential uses and it promotes the Village Center concept approved in the 2010 Land Development Plan by providing a convenient and complementary mix of commercial, office, institutional, residential, and open space uses, with both the pedestrians and vehicles in mind.

**Financial Impact**

The developer will extend utilities at his expense for this project. The project utilizes our existing water and sewer lines. The developer will build to city specifications all of the shown City streets including of a portion of the three lane Cameron Lane Extension and extend Airport Road. The residential portion of the project will provide \$559,440 in connection fees to expand/improve future

<b>New Revenue</b>	<b>One Time</b>	<b>Annually</b>
Property Taxes		109,074
Water/Sewer		102,924
Connection Fees	559,440	
<b>Total</b>	<b>\$559,440</b>	<b>\$211,998</b>

City infrastructure. The project provides approximately \$109,074 in annual tax revenue and \$102,924 per year in water and sewer revenue.

---

### Recommendation

The Planning Board recommended approval of the special use permit at their May 9, 2016 meeting.

The request meets the required standards of a Planned Unit Development.

---

### Suggested Motion

Motion to approve the special use permit as presented. The application is generally consistent with the objectives and policies for growth and development in the City's 2010 Land Development Plan, and is both reasonable and in the public interest because it:

1. Will not materially endanger the public health or safety;
2. Will not substantially injure the value of adjoining or abutting property;
3. Will be in harmony with the area in which it is located ; and
4. Will be in conformity with the land development plan, thoroughfare plan, or other plans officially adopted by the City Council

---

### Attachments

1. Refer to June packet for additional items

## Mebane Fire Dept. Monthly Report

	August	Year to Date	% Change from 2015
<b>Structural Response</b>			
<b>Totals</b>	<b>19</b>	<b>172</b>	<b>12%</b>
<b>Average Personnel Per Response</b>	<b>11</b>	<b>10</b>	
<b>Average Volunteer Response</b>	<b>3</b>	<b>2</b>	
<b>Non Structural Responses</b>			
<b>Totals</b>	<b>58</b>	<b>374</b>	<b>5%</b>
<b>Total Fire Response</b>	<b>77</b>	<b>546</b>	<b>6%</b>
<b>Location (Year to Date)</b>	<b>North</b>	<b>South</b>	
<b>Total Number/Percentage</b>	<b>261/48%</b>	<b>285/52%</b>	
<b>Average Fire Response Time</b>	<b>5:33</b>	<b>6:24</b>	
<b>Percentage of Calls Inside City</b>	<b>46%</b>	<b>55%</b>	
<b>Percentage of Calls Outside City</b>	<b>31%</b>	<b>34%</b>	
<b>Percentage of Calls for Mutual Aid</b>	<b>23%</b>	<b>11%</b>	
<b>EMT Response</b>	<b>122</b>	<b>1063</b>	<b>10%</b>
<b>Location (Year to Date)</b>	<b>North</b>	<b>South</b>	
<b>Total Number/ Percentage</b>	<b>566/53%</b>	<b>497/47%</b>	
<b>CPS Seats Checked</b>	<b>22</b>	<b>138</b>	
<b>Seats Distributed</b>	<b>0</b>	<b>0</b>	
<b>Station Tours/Programs</b>	<b>3</b>	<b>21</b>	
<b># of Participants</b>	<b>77</b>	<b>1191</b>	
<b>Events Conducted/Attended</b>	<b>6</b>	<b>32</b>	