



## Council Meeting Agenda February 7, 2022- 6:00PM

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1. Call to Order .....Mayor Ed Hooks
2. Public Comments ..... Mayor
3. Consent Agenda ..... Mayor
  - a. Approval of Minutes- January 3, 2022 Regular Meeting
  - b. Final Plat- The Townes at Oakwood Square, Phase 2
  - c. Quarterly Report Ending December 31, 2021
4. Prayer Policy .....Lawson Brown, City Attorney
5. Public Hearings-
  - a. *Quasi-judicial- Board of Adjustment- Variance- Side Yard Accessory Structure- 4746 Mrs. White Lane- Continued from the January meeting and requested to be withdrawn per the applicant* .....Cy Stober, Development Director
  - b. *Quasi-judicial- Conditional Rezoning & Special Use Request – 204 North Fifth Street- Continuance Requested per the applicant* ..... Mr. Stober
6. MFD 2022 Executive Board ..... Bob Louis, Fire Chief
7. Compensation Study Findings and Recommendations .....Susan Manning, HR Consultant  
Beatrice Hunter, Mebane HR Director
8. Curb and Gutter Waiver- 313 E. Center Street- Jay Parker ..... Mr. Stober
9. BPAC Appointments ..... Mr. Stober
10. Water Tank Land Purchase- Third Street Extension ..... Mr. Brown
11. Driveway Connection- Corregidor Street Extension Serving Public Works/Utilities Facilities and the WRRF- Contract Award and Budget Amendment ..... Franz Holt, City Engineer
12. Lake Michael Spillway Replacement Project- Engineering Services Agreement and Capital Project Ordinance with Budget Amendment ..... Mr. Holt
13. FY22 Street Repair and Resurfacing Contract Award ..... Mr. Holt
14. Conflict of Interest Policy ..... Daphna Schwartz, Finance Director
15. Adjournment ..... Mayor



Mebane City Council  
In Person Meeting  
February 7, 2022- 6:00 PM

**PLEASE TAKE NOTICE** that the Mebane City Council's Regular Meeting is scheduled for Monday, February 7, 2022 at 6 p.m. in the Council Chambers of the Glendel Stephenson Municipal Building located at 106 E. Washington Street, Mebane, NC 27302.

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

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

Access to the meeting is also available by the following two (2) options:

**Option #1- Attend In Person**

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

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

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

- Written comments can be hand delivered to the Clerk at the above referenced address or emailed to [info@cityofmebane.com](mailto:info@cityofmebane.com). Written and emailed comments must be received by **4pm Monday, February 7th**.
- Emailed comments must be labeled Public Comment or Public Hearing in the subject line and must contain commenter's name and address.



The Mebane City Council met for its regular monthly meeting at 6:00 p.m., Monday, January 3, 2022 in the Council Chambers of the Glendel Stephenson Municipal Building located at 106 East Washington Street.

Councilmembers Present:

Mayor Ed Hooks  
Mayor Pro-Tem Tim Bradley  
Councilmember Patty Philipps  
Councilmember Sean Ewing  
Councilmember Montrena Hadley  
Councilmember Jonathan White

Also Present:

Chris Rollins, City Manager  
Preston Mitchell, Assistant City Manager  
Lawson Brown, City Attorney  
Stephanie Shaw, City Clerk  
Cy Stober, Development Director  
Terrence Caldwell, Police Chief  
Adam Cole, Police Lieutenant

Mayor Hooks called the meeting to order. He then recognized Mac Williams, retired Alamance County Chamber of Commerce President. Mayor Hooks shared that Mr. Williams served as the Chamber President for 17 years and has 45 years of economic development experience. He stated that Mr. Williams played a key role in the recruitment of major companies to Mebane and the Alamance County area, bringing thousands of jobs to Mebane. Mayor Hooks shared an impressive list of those companies, along with naming several projects in which Mr. Williams role was instrumental, including the expansion of the North Carolina Industrial Center, the development of the North Carolina Commerce Park and the creation of the Community Recovery loan program during the pandemic. Each Council member, Mr. Rollins and Mr. Brown shared brief remarks commending Mr. Williams and thanking him for all he has done for Mebane. Mr. Williams thanked everyone for their kind words and praised the Council and City staff for their successes due to trust and teamwork. Mayor Hooks then presented Mr. Williams with a Key to the City, stating that Mr. Williams is the first recipient to receive the prestigious honor.

Mr. Brown opened a discussion about prayer at Council meetings. He stated that the City's historical approach to opening meetings with a Christian invocation has been legally questionable for a number of years and was pointed out to the Council about 10 years ago by the previous City Attorney. He shared that most recently the City received a formal challenge to that practice and as a result at the last Council meeting, a moment of silence was held. Since then, Mr. Brown has had individual conversations with the Council and Mayor regarding the applicable law relative to the subject. Having provided such information, Council members and the Mayor have individually advised staff of a desire for the Council's consideration of a written policy on the same. He explained that there was excellent summary of the case law and constitutional limitations of separation of church and state provided in the packets. The primary restrictions as articulated by various judicial opinions of various courts (including the federal Fourth Circuit of Appeals which Court decisions are applicable to North Carolina) restrictions can be summarized in five points. First, the prayer practice, if adopted, must be open to all religions. Second, the prayer should be given by invited clergy. Third, the prayer should be given at the outset of the meeting to solemnize the work of the Council. Fourth, the praying clergy or other speaker, should not proselytize, or coerce participation by any persons in attendance. Finally, there should be no evidence that attendees will be treated differently by the Council if attendees decline to attend or participate during the prayer "portion" of the meeting. Any adopted policy should contain five tenets. First, the purpose of the prayer should be articulated: to solemnize the meeting. Second, the policy should state the types of prayers (i.e., to solemnize the actions of the Council) and prayers are not to proselytize a particular faith. Third, it needs to be clear that members of the public are free to leave during such time. Fourth, the policy should be clear that no one will be treated differently by the Council in its consideration of all matters, on any basis as a result of the prayer. Finally, the policy should include a description of the process the City uses in selecting those providing the prayer or invocation.

Mr. Bradley said for 28 years he has sat on this Council, either he, the past Mayor Glendel Stephenson or the current Mayor Ed Hooks have been the ones to give the invocation. He said, as stated earlier by Mr. Brown, that the previous City Attorney advised the Council that unless

they altered that course and offered some variations or tried to pray without proselytizing a particular faith, that Council could be and maybe legally challenged which is what has now happened. He said that Council recognized based on the federal Fourth Circuit of Appeals decisions, Council understands that changes are necessary to avoid a costly lawsuit for the City. Mr. Bradley said that he was saddened and disappointed by the recent social media comments directed to the Mayor and Council regarding this subject. He explained that Council swore to uphold the Constitution of North Carolina, not in conflict with, the Constitution of the United States, and that swearing of the oath requires that elected officials measure any issue before the Council in respect to Constitutional law and Council has been shown that constitutionally that the current prayer practice has probably violated the Constitution. He expressed support for staff drafting a written policy.

Ms. Philipps read aloud the following statement written by herself:

The summary of the current legal opinions related to public prayer at government meetings from City Attorney Lawson Brown and staff provides a path forward that would allow the City of Mebane to continue with its tradition of an invocation at the beginning of the meeting, with a change to asking clergy to provide the prayer, rather than a council member. If the majority of the Council votes to proceed in that direction, I believe that we would be in compliance with existing legal guidance. I am concerned, however, about the process for inviting clergy to participate. Would council members issue the invitations on a rotating basis? Would staff send out the invitations? Would a statement be made prior to the invocation indicating which council member invited the clergy for that particular meeting? My concern is that Mebane, like our country as a whole, is populated with people from many different faith backgrounds. Would the invited clergy actually be representative of the local population, or would it skew toward a particular denomination? Would anyone take issue with any of the invited clergy, considering their views contrary to their own? There are dozens of churches in Mebane, and my belief is that the large variety of different churches is directly related to the Establishment Clause of the US Constitution. Many of the early immigrants to the US from Europe came here because their particular Christian denomination was being persecuted by another Christian denomination in their home country. The Church of England persecuted the Puritans. Mennonites, Huguenots, Catholics and multiple varieties of Protestants were all victims of persecution, which was particularly savage in countries which had an official state religion. The First Amendment to the US Constitution, ratified in 1791 in the Bill of Rights, prevents the establishment of a state religion and provides for the free exercise of religion. This founding principle of our country allows people of all faiths to follow the teachings of their own faith community in peace. What a great blessing that has been for our country. The courts of our country have interpreted this Constitutional provision in a manner which aims to prevent governmental bodies from imposing a specific form of faith observance. As a reminder, The First Amendment of the US Constitution states: "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances." We can comply with the Constitution and acknowledge the free exercise of religion in our meeting by providing a moment of silence during which citizens, staff and council alike may use this time in accordance with their own faith tradition or beliefs. This is not a removal of prayer from the meeting. It is an acknowledgment that in our country we should be permitted to pray, meditate or otherwise seek guidance in accordance with our own beliefs. I will yield the floor now, but I want to formally state my preference for beginning our meetings with a moment of silence.

Mr. Ewing said he looks forward to moving forward with being inclusive with religions, inviting clergy at possibly a first come, first serve basis. Not only clergy within the city limits or around city limits but around the area.

Mr. White stated that he agrees with the perspective that the practice that the Council has had in the past, although had good intentions, it is wise to make some adjustments. He explained that as he sought to evaluate the different options, there are three (3) rubrics privilege that he has been trying to filter his thinking 1) is the practice legal, 2) is it kind or respectful to the people in our community and/or 3) is it the best practice. He said he feels both of the options before Council meets the criteria of being legal and of being kind and respectful, so then becomes the question of what is the best practice for the City. He said there is a lot to be said for the moment of silence prayer in terms of the logistical simplicity but in speaking to a number of people from

the community, he has come to the conviction that it would be best to try to institute a policy that allows for prayer.

Mayor Hooks called for a moment of silence before opening the discussion to public comments.

Ms. Hadley added that she is also in support of having staff draft a written policy.

Ed Priola, Mebane resident and candidate for the NC House of Representatives District 63, objected to prayer being removed from Council meetings. He stated that the decision was made abruptly without the input from citizens. He urged Council to reconsider the abrupt nature of the policy and moving forward, he requested that Council take steps to ensure that public opinion and input is heard and considered when making momentous policy changes in the future.

Stuart Smith, Mebane resident, said while he does understand the reasoning why Council is changing its policy; however, he finds it frustrating that the threat of litigation is forced on Mebane by those that have most likely never visited Mebane and have only witnessed the Council meeting via video. He said also frustrating to see the negative comments in news print and on social media from those in the community. Mr. Smith stated that he recently viewed approximately 30 online meetings such as city council meetings, county commissioner meeting and school board meetings and most of the meetings he observed opened with a prayer. He stated his support for a policy which would allow clergy to offer a prayer at meetings.

Ken James quoted an excerpt from Isaiah 33:22: "For the Lord is our judge, the Lord is our lawgiver, the Lord is our king. He will save us." He explained that the Founding Fathers used that verse as a pattern for developing three branches of government: judicial, legislative, and the executive branch and the Founders held that verse in high regard. He said to begin official meetings with prayer shows an appreciation and a regard for the solemnity of the responsibilities that have been entrusted to the Council. He said additionally when a person approaches a task in prayer, it encourages a spirit and a demeanor of humility which is highly desirable of those that serve the community. He encouraged the Council to continue with opening meetings with prayer.

David White, Mebane resident, read aloud the following statement:

My purpose tonight is not simply to speak on the propriety of opening these council meetings in prayer, although I would strongly urge you to consider how appropriate it is that public prayers would be made here, asking that God would give all of you wisdom and clarity as you seek to make best and wisest decisions you can for the city of Mebane. Public prayer is a very appropriate way to begin these meetings. But rather, I'd like to speak for just a few moments on some of the legal aspects of this issue. I appreciate the work that Mr. Brown has done in researching the relevant Circuit Court and Supreme Court cases that apply to this issue and putting out some guidelines of how a policy of public prayer can be established. Let me spend just a moment pointing out something the Supreme Court emphasized heavily in its 2014 decision in *Town of Greece vs. Galloway*. Not only did that decision declare that prayer before city council meetings is legal – it emphasized that even sectarian prayers, expressing the religious beliefs of the clergy member who is praying, are also allowable. Some of the prayers given in the *Town of Greece* were prayed in the name of Jesus and called for the workings of the Holy Spirit. The Supreme Court found no fault with that. In fact, Justice Kennedy, who wrote the majority opinion, pointed out that prayers before legislative sessions of the US Congress have been made "in the name of our Lord Jesus Christ, and have sought the grace of our Lord Jesus Christ." In fact, it's striking that, in the Supreme Court decision which is 19 pages long, Justice Kennedy spends 8 and a half pages making this very point. As long as the prayers of clergy members do not "denigrate nonbelievers or religious minorities, threaten damnation, or preach conversion," the court found that those prayers (whatever religion they may represent) to be both permissible and also perfectly in keeping with the long tradition of sectarian legislative prayer in our nation. So, I would simply like to urge you, Council members, that as you draw up guidelines for prayer in this chamber, do not think that you are legally obligated to required clergy members to pray non-sectarian prayers, as if the only God welcome in this room is a vague, non-specific, generic God. The Supreme Court said that our government "acknowledges our growing diversity, not by forbidding sectarian content, but by welcoming ministers of many creeds." If this Council does the same thing, you will be on very firm legal footing.

Steve Holt stated that he and his family are new Mebane residents and this is his first attendance to a City Council meeting. Mr. Holt spoke in support having prayer at public meetings. He said as someone previously said he does not believe it was best to declare this change to be so without first having public discussion and a city council vote. He said that he appreciates the intent expressed by Council tonight. He then emotionally expressed that he is committing to pray for wisdom, insight and courage as to the Council's duties as elected officials.

Mr. Bradley made a motion, seconded by Mr. Ewing, to have staff write a policy consistent with Council's discussion to have clergy come in to give invocation and that those clergy be random and not selected by Council. The motion carried unanimously.

Mayor Hooks gave an overview of the Consent Agenda:

- a. Approval of Minutes- December 6, 2021 Regular Meeting
- b. Final Plat- Havenstone 1C
- c. Police- Purchase Capital with Federal Equitable Funds
- d. Sole Source Justification for Axon Enterprise, Inc.

There was discussion regarding the addition of the police department body cameras and the storage of data by Axon Enterprise and the requirements in place for public release of data. Staff clarified that there were two separate police purchasing items on the consent agenda: 1) Federal Equitable Funds purchases- two (2) K-9s and firearms and 2) budgeted purchases- body cameras.

Mr. Bradley made a motion, seconded by Ms. Philipps to approve the consent agenda as presented. The motion carried unanimously.

A public hearing was held on a request from Gryffindoor Properties, LLC to rezone the property addressed as 122 S. Lane Street from R-12 to R-10. Mr. Stober presented the request. The property is currently developed with a single-family home and accessory structures. The applicant is seeking to demolish the current structure and subdivide the property into two lots but there is not sufficient area for two lots to meet the R-12 minimum lot size. A rezoning to R-10 would meet the minimum lot area of 10,000 square feet and minimum lot width of 70 feet can be met and allow for an exempt subdivision. The surrounding zoning and land use in the immediate area is R-12, single family residential. While there are not any R-10 zoned properties in the surrounding area, several properties on Lane and Webb Streets are nonconforming R-12 lots that have areas less than 12,000 square feet. Higher density R-8 residential zoning exists nearby to the east, in addition to mostly vacant R-20 lots to the south.

Mike Griffith, Gryffindoor Properties, LLC, PO Box 90214, Raleigh, NC, gave an overview of his request, explaining that after purchasing the property and having his general contractor evaluate the existing house on the property, it was determined that to renovate that house to today's standards, would cost just as much as it would be to build a brand-new home. Therefore, he felt it would make better sense financially and would be better for the neighborhood to split the property into two (2) lots. The proposed rezoning would allow the 0.5 acres lot to be divided into 0.25 acre lots. He shared a PowerPoint slide highlighting the properties in the area of a similar size and a slide of lots in the area that do not conform to the current R-12 zoning. Mr. Griffith also showed some example photos of the style homes they plan to build, which square footage ranged from 1300-1700 square feet.

Mr. Bradley questioned how many of the lots that are non-conforming are under a 0.25 acre. Mr. Griffith said every one of the nonconforming lots are under the R-12 minimum lot size and the majority of the lots are smaller than the 0.25 acres.

Ms. Philipps questioned if both driveways would face Lane Street. Mr. Griffith said that Mr. Stober recommended that plan but he is open to a different plan. Ms. Philipps then asked if the plan meets the road frontage requirements for R-10 zoning. Mr. Stober said a driveway facing Webb Street would also be conforming but the concern was the spacing from the intersection for optimal safety. Ms. Philipps stated that she is curious why the purchase was made prior to having a survey done.

There was considerable discussion about why the surrounding lots are nonconforming. Mr. Stober explained that there are many lots in the older parts of Mebane and the immediately surrounding area that were zoned by the City decades ago and have not been rezoned to reflect the current lot dimensions. He said the minimum lot area and the road frontage for R-12 prohibits the construction of the houses as the lot exists today to be subdivided to two lots. The proposed rezoning is consistent with the guidance provided within *Mebane By Design*, the Mebane Comprehensive Land Development Plan. The subject property is located in the G-4 Secondary Growth Area, which recommends land uses that are primarily residential and businesses to serve residential needs.

Chris Watkins stated that his mother lives at 435 E. Webb Street, Mebane, directly beside the property under consideration. He stated that they are opposed to the rezoning and subdivision, citing concerns with the small lot size after subdividing. He said in their opinion lot sizes that small would be out of place along that street.

Barney Liggins stated that he lives down the street from the property under consideration and his mother lives at 406 E. Webb Street. He spoke in opposition of the rezoning.

Mr. Bradley made a motion, seconded by Ms. Philipps, to close the public hearing. The motion carried unanimously. Mr. Bradley said he does not believe it is necessary for Council to correct inconsistencies or nonconforming zones by taking one lot that does conform and dividing it into two. He said also he believes the issue of nonconforming lots is not a big of issue as taking an established neighborhood and take a piece of property with one house that has been there for sixty years and then split the property into two lots. He said it does not seem to reflect the harmony with the rest of the neighborhood, therefore, he made a motion, seconded by Ms. Philipps, to deny the R-10 rezoning request due to the lack of harmony with the surrounding area. The motion carried unanimously.

A Quasi-judicial Board of Adjustment public hearing was held on a request from Michael Pettiford for a variance for the property at 4746 Mrs. White Lane to allow for an accessory structure in the side yard. ETJ Board of Adjustment members, Ms. Akins and Mr. Ferraro, joined the meeting and took their seats at the front table. Mr. Stober and Mr. Brown explained that in compliance with NC general statutes, and in order to protect the rights of all to an impartial hearing, each Council member needs to give a statement affirming their impartiality on the issue being presented and disclose if they have had any communications with the applicant. Additionally, any person wishing to speak on the matter, must be sworn in.

Ms. Hadley stated that prior to submittal, the applicant has spoke with her about the process of a variance. She said she has not formed an opinion on the matter.

Mr. Bradley stated he has talked about the matter with another Councilmember but has not formed an opinion.

Ms. Philipps stated she has not discussed the matter with anyone, nor has she formed an opinion.

Mayor Hooks stated that he spoke with a real estate agent but has not formed an opinion.

Mr. White stated that he spoke with Mr. Rollins regarding the quasi-judicial process but has not formed an opinion.

Mr. Ewing stated he spoke about the matter with another Councilmember but has not formed an opinion.

Ms. Akins stated that she has not spoken with anyone nor has she formed an opinion.

Mr. Ferraro stated that he has not spoken with anyone nor has he formed an opinion.

Clerk Shaw swore in the following:

Cy Stober- Mebane Development Director  
Glenn Cornett- 4719 Mrs. White Lane

Michael Pettiford- Applicant- 4746 Mrs. White Lane  
Avante Brown- 610 S. Eighth Street  
Marius Pettiford- 610 S. Eighth Street and owner of 4718 Mrs. White Lane  
William Hester- 4962 Mrs. White Lane  
Wilson Fuller- 4702 Mrs. White Lane

Mr. Stober presented an overview of the request. He began by briefly sharing what a variance is and what it is not. Staff makes no recommendation as variance requests are at the discretion of the Board of Adjustment (BOA), as they represent a request for relief from the Mebane UDO due to a hardship with the properties. The undue burden placed by the hardship is the responsibility of the applicant to prove and the BOA to judge. Per Article 4, Section 2.B.1(b), "...accessory structures shall be located in rear yards and shall be no closer than 10 feet to rear or side yard lines". The placement of Mr. Pettiford's residence on the property limits the ability to place the structure on this +/-2.77-acre property to less than a 0.5-acre area to the rear of the house. One of the two existing accessory structures on the property will be demolished to allow for this new, second accessory structure. Mr. Stober stated that there are challenges with the rear yard in regard to the grade and in regard to the applicant stating that location will not perk.

Mayor Hooks questioned if sewer is located across the street. Mr. Stober said there appears to be.

Mr. Bradley asked for clarification regarding the hardship. He said the hardship is due to the drainage issue and the site not perking; not that there is not enough room for the structure. Mr. Stober said that is his understanding.

Avante Brown, spoke on behalf of the Pettiford brothers. He said due to the challenges mentioned previously regarding drainage and the rear yard not perking they would like to put the structure in the side yard. Mr. Brown stated that the brothers each own property and it is their vision to make improvements to the properties as a whole.

Mr. Hester spoke highly of Mr. Pettiford and encouraged approval of the request.

Mr. Fuller spoke in favor of the request.

Mr. Cornett shared his concerns with the request. Mr. Brown addressed his concerns.

Michael Pettiford stated that he is planning to retire soon and building the shop will allow him to continue his hobby of working on cars.

Marius Pettiford said his family has owned the land under consideration, along with some adjacent lots, since 1925. He addressed some of the concerns mentioned earlier by Mr. Cornett. He also briefly shared he and his brother's future plans for their family property, stating that they have received positive feedback from adjoining neighbors.

Mr. Bradley asked for evidence that there is actually a hardship that requires a variance. Mr. Pettiford spoke to the drainage problems in the rear yard.

Mr. Ewing asked Mr. Pettiford and Mr. Brown if they have any evidence proving that the land does not perk. Mr. Brown said that he was told verbally that the rear lot would not perk but he does not have any documents stating such, however he could work on getting that proof for the Council.

Mr. Ferraro asked if the brothers did a recombination and move the lot lines since they own the joint lots and still kept the building behind the existing houses which would be in the rear yard, would that negate the need for a variance. Mr. Stober said yes it would be to the rear to the frontage of one of the brother's houses. He stated he was unaware that their goals were so closely aligned. That suggestion could indeed be a remedy, to do an exempt plat to move the property line that would place the accessory structure, still to the side, but would be behind the home which is the intention of the rear lot under the UDO. It would just need to be offset by the 10-foot setback from the property line.



Attorney Brown said the BOA could continue this hearing and if the applicant is able to work out the exempt plat solution, then the applicant could withdrawal the request or should that solution not work out the applicant can bring back documented proof of the hardship for the BOA's consideration. Ms. Philipps made a motion, seconded by Mr. Ewing, to continue the public hearing. The motion carried unanimously.

Mr. Rollins stated at the December meeting Council adopted a policy regarding Council meeting procedures post Covid and within that policy it states that if Council is meeting in person, those wishing to make public comments must be physically present at the meetings to speak. However, as the new Covid variant is starting to spread across the state and nation, would Council like to consider allowing written or emailed comments again for the next couple of meetings.

Ms. Philipps said if people are scared to come to meetings due to health concerns, she would prefer to allow comments by email. It was the consensus of the Council to allow written comments by email.

There being no further business, the meeting adjourned at 7:51pm.

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

\_\_\_\_\_  
Ed Hooks, Mayor

DRAFT



# AGENDA ITEM #3B

## Major Subdivision Final Plat for The Townes at Oakwood Square, Phase 2

### Presenter

Cy Stober, Development Director

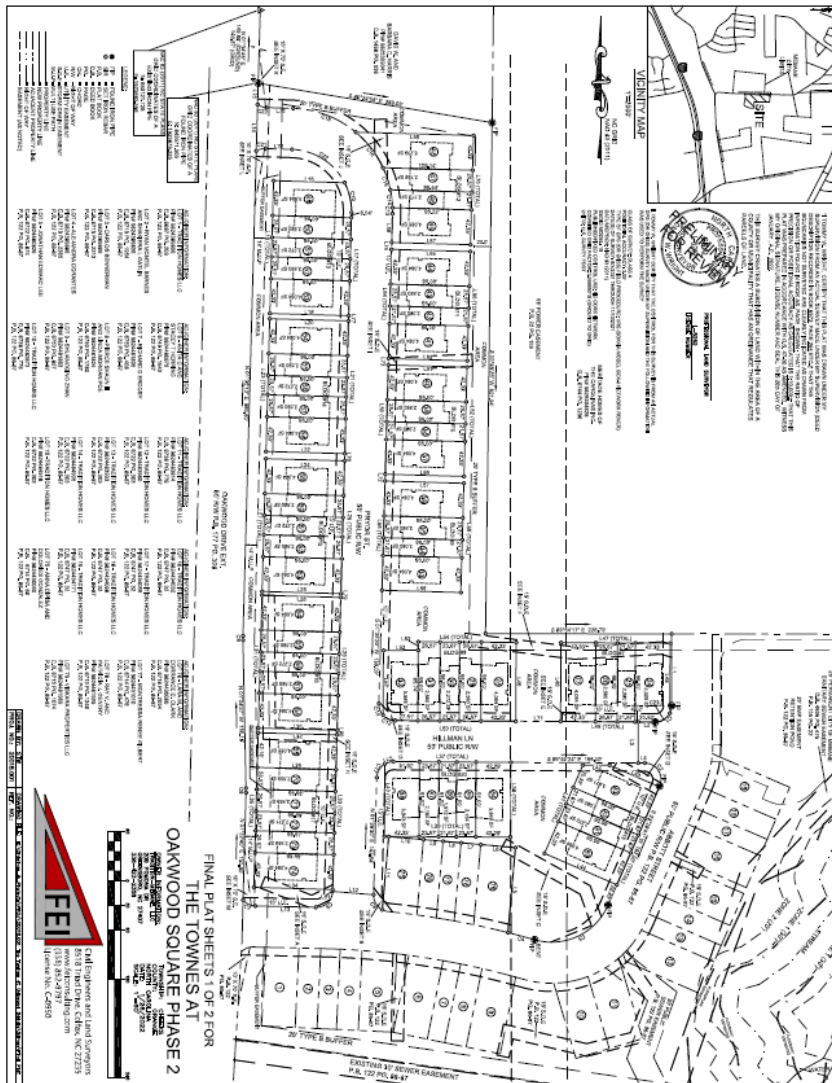
### Applicant

Tradition-Mebane, LLC  
209 Pomona Drive  
Greensboro, NC 27407

### Public Hearing

Yes  No

### Final Plat



### Property

Hillman Lane;  
Pryor Street,  
Mebane, Orange  
County

GPIN 9824399496

### Proposed Zoning

N/A

### Current Zoning

R-6 – with a SUP

### Size

+/- 7.82 acres

### Surrounding

#### Zoning

R-20, R-8(CD), &  
R-6, M-1

### Surrounding

#### Land Uses

Residential,  
Vacant

### Utilities

Extended at  
developer's  
expense.

### Floodplain

No

### Watershed

No

### City Limits

Yes

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**Summary**

Tradition-Mebane, LLC, is requesting approval of the Final Plat for Subdivision and Right of Way and easement dedication at The Townes at Oakwood Square townhomes (*approved with a special use permit by City Council 05/07/18*). This Final Plat will include +/-4.24 acres for 60 townhome lots in 31 buildings; +/- 1.55 acres of dedicated City right of way; and +/-2.03 ac in dedicated recreation and common area, including a 14' public access easement for the 10' multiuse path along Oakwood Street and the private pool and clubhouse.

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

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**Financial Impact**

The developer has extended utilities at his own expense.

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**Recommendation**

Staff recommends approval of the Final Plat.

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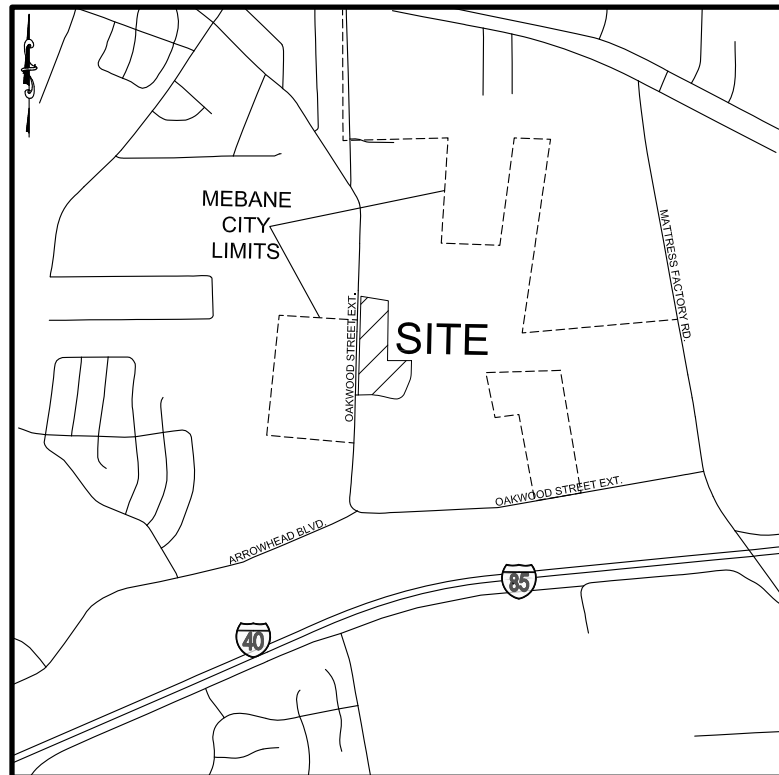
**Suggested Motion**

Motion to approve the final plat as presented.

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**Attachments**

1. Final Plat



VICINITY MAP

1"=2000'

NC GRID  
NAD 83 (2011)

**SURVEYOR'S CERTIFICATION:**  
"I TOMMY W. WRIGHT, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 6573, PAGE 264 ETC.); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AS PAGE SHOWN; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10,000±; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 26th DAY OF JANUARY, A.D., 2022.

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND

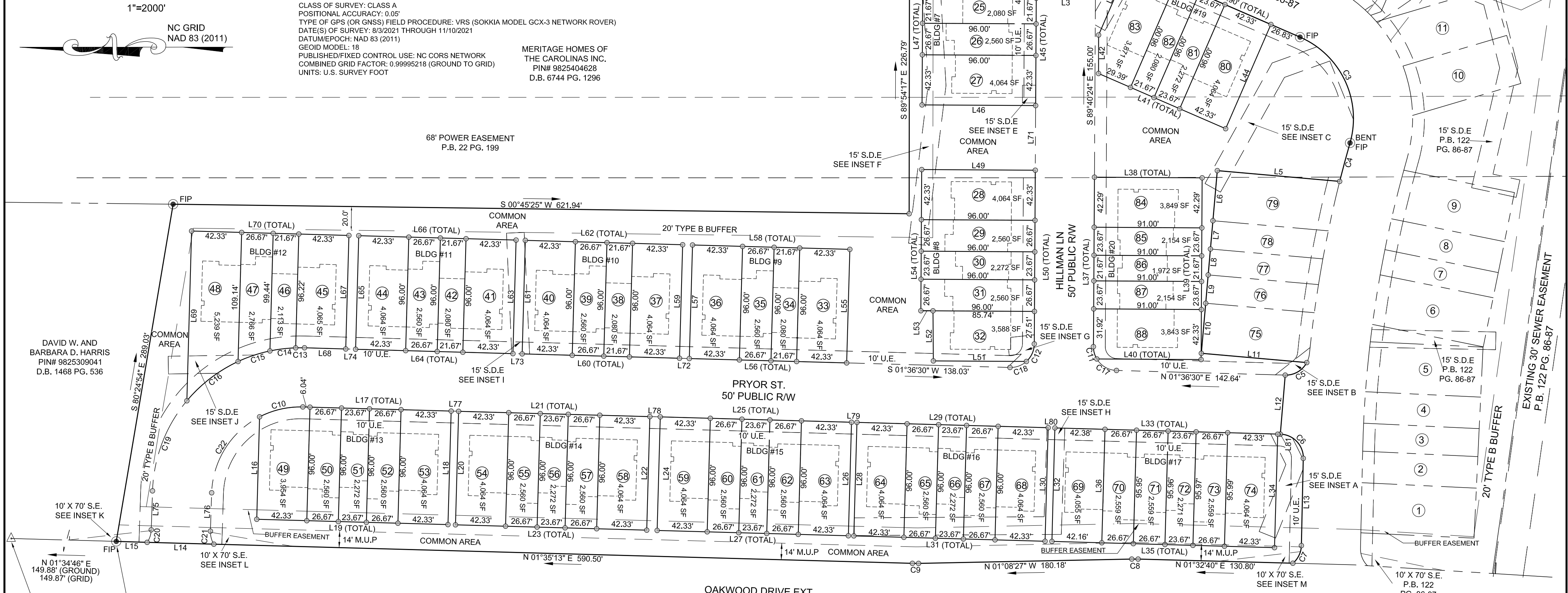


PROFESSIONAL LAND SURVEYOR  
L-5262  
LICENSE NUMBER

I, TOMMY W. WRIGHT CERTIFY THAT THE CONTROL FOR THIS SURVEY IS FROM AN ACTUAL GPS (OR GNSS) SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY

CLASS OF SURVEY: CLASS A  
POSITIONAL ACCURACY: 0.05'  
TYPE OF GPS (OR GNSS) FIELD PROCEDURE: VRS (SOKKIA MODEL GCX-3 NETWORK ROVER)  
DATE(S) OF SURVEY: 8/3/2021 THROUGH 11/10/2021  
DATUM/EPOCH: NAD 83 (2011)  
GEOID MODEL: 18  
PUBLISHED/FIXED CONTROL USE: NC CORS NETWORK  
COMBINED GRID FACTOR: 0.99995218 (GROUND TO GRID)  
UNITS: U.S. SURVEY FOOT

MERITAGE HOMES OF  
THE CAROLINAS INC.  
PIN# 9825404628  
D.B. 6744 PG. 1296



DAVID W. AND  
BARBARA D. HARRIS  
PIN# 9825309041  
D.B. 1468 PG. 536

NAD 83 (2011) NC STATE PLANE  
GRID COORDINATES OF A  
FOUND IRON PIPE  
N: 849971.909  
E: 1923879.225

NAD 83 (2011) NC STATE PLANE  
GRID COORDINATES OF A  
EXISTING IRON PIPE  
N: 850121.728  
E: 1923883.356

- LEGEND:  
● FIP = FOUND IRON PIPE  
○ SIR = SET IRON REBAR  
P.B. = PLAT BOOK  
D.B. = DEED BOOK  
PG. = PAGE  
CH. = CHORD  
RW = RIGHT OF WAY  
U.E. = UTILITY EASEMENT  
S.D.E. = STORM DRAIN EASEMENT  
M.U.P. = MULTI USE PATH  
— = PROPERTY LINE  
— = NEW PROPERTY LINE  
- - - = ADJACENT PROPERTY LINE  
- - - = RIGHT OF WAY  
- - - = EASEMENT (AS NOTED)

**ADJOINER INFORMATION:**  
LOT 1 - TRADITION HOMES LLC  
PIN# 9824389806  
D.B. 6687 PG. 209  
P.B. 122 PG. 86-87  
  
LOT 2 - RYAN MONTEL BARNES  
AND SHAKIERA L GATLIN  
PIN# 9824389836  
D.B. 6719 PG. 1954  
P.B. 122 PG. 86-87  
  
LOT 3 - CARLOS BENNERMAN  
PIN# 9824389886  
D.B. 6719 PG. 2213  
P.B. 122 PG. 86-87  
  
LOT 4 - ALEJANDRA DORANTES  
PIN# 9824389886  
D.B. 6719 PG. 2365  
P.B. 122 PG. 86-87  
  
LOT 5 - JONATHAN EDWARD LEE  
PIN# 9824480826  
D.B. 6722 PG. 874  
P.B. 122 PG. 86-87

**ADJOINER INFORMATION:**  
LOT 6 - ANITA C AND  
STACEY T HERRING  
PIN# 9824480875  
D.B. 6749 PG. 1943  
P.B. 122 PG. 86-87  
  
LOT 7 - RICHARD D ERDOSY  
PIN# 9824481805  
D.B. 6750 PG. 408  
P.B. 122 PG. 86-87  
  
LOT 8 - PIERCE SHAUN III  
AND LINDA MORGAN POE  
PIN# 9824481824  
D.B. 6750 PG. 1780  
P.B. 122 PG. 86-87  
  
LOT 9 - SHUANGQING ZHAN  
PIN# 9824481863  
D.B. 6753 PG. 827  
P.B. 122 PG. 86-87  
  
LOT 10 - TRADITION HOMES LLC  
PIN# 9824482873  
D.B. 6738 PG. 776  
P.B. 122 PG. 86-87

**ADJOINER INFORMATION:**  
LOT 11 - TRADITION HOMES LLC  
PIN# 9824483814  
D.B. 6738 PG. 776  
P.B. 122 PG. 86-87  
  
LOT 12 - TRADITION HOMES LLC  
PIN# 9824483980  
D.B. 6722 PG. 303  
P.B. 122 PG. 86-87  
  
LOT 13 - TRADITION HOMES LLC  
PIN# 9824483993  
D.B. 6722 PG. 303  
P.B. 122 PG. 86-87  
  
LOT 14 - TRADITION HOMES LLC  
PIN# 9824484905  
D.B. 6722 PG. 303  
P.B. 122 PG. 86-87  
  
LOT 15 - TRADITION HOMES LLC  
PIN# 9824484918  
D.B. 6722 PG. 303  
P.B. 122 PG. 86-87

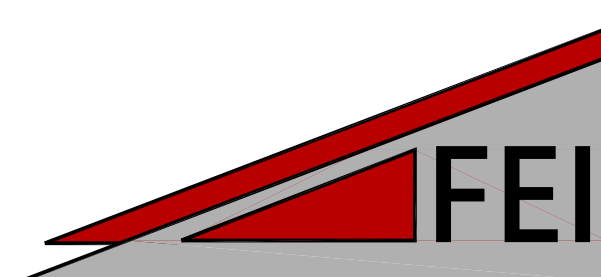
**ADJOINER INFORMATION:**  
LOT 16 - TRADITION HOMES LLC  
PIN# 9824494032  
D.B. 6747 PG. 32  
P.B. 122 PG. 86-87  
  
LOT 17 - TRADITION HOMES LLC  
PIN# 9824494055  
D.B. 6747 PG. 32  
P.B. 122 PG. 86-87  
  
LOT 18 - TRADITION HOMES LLC  
PIN# 9824494068  
D.B. 6747 PG. 32  
P.B. 122 PG. 86-87  
  
LOT 19 - TRADITION HOMES LLC  
PIN# 9824494171  
D.B. 6747 PG. 32  
P.B. 122 PG. 86-87  
  
LOT 75 - ANNA DIPISA AND  
DOLORIES GONZALEZ  
PIN# 9824490050  
D.B. 6714 PG. 66  
P.B. 122 PG. 86-87

**ADJOINER INFORMATION:**  
LOT 20 - TRADITION HOMES LLC  
PIN# 9824490080  
D.B. 6718 PG. 2054  
P.B. 122 PG. 86-87  
  
LOT 76 - LARA M. AND  
DORRANCE D. CLARK  
PIN# 9824490080  
D.B. 6718 PG. 2054  
P.B. 122 PG. 86-87  
  
LOT 77 - MONTRESSA RENEE GILBERT  
PIN# 9824491010  
D.B. 6714 PG. 476  
P.B. 122 PG. 86-87  
  
LOT 78 - RAY V. AND  
PATRICIA J. GENTRY  
PIN# 9824481939  
D.B. 6713 PG. 1346  
P.B. 122 PG. 86-87  
  
LOT 79 - VISKARA PROPERTIES LLC  
PIN# 9824481969  
D.B. 6715 PG. 1074  
P.B. 122 PG. 86-87

# FINAL PLAT SHEETS 1 OF 2 FOR THE TOWNES AT OAKWOOD SQUARE PHASE 2

**OWNER INFORMATION:**  
TRADITION-MEBANE, LLC  
209 POMONA DR  
GREENSBORO, NC 27407  
336-423-2358

TOWNSHIP: CHEEKS  
COUNTY: ORANGE  
NORTH CAROLINA  
DATE: 1/26/2022  
SCALE: 1"=60'



Civil Engineers and Land Surveyors  
8518 Triad Drive, Colfax, NC 27235  
www.feiconsulting.com  
(336) 852-9797  
License No. C-0950





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## AGENDA ITEM #3C

Quarterly Report –

October 1, 2021 to December 31, 2021

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### Meeting Date

February 7, 2022

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### Presenter

Daphna Schwartz, Finance Director

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### Public Hearing

Yes  No

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### Summary

Municipal finance officers in North Carolina must report financial information, including encumbrances, to the governing body throughout the fiscal year. The City of Mebane meets this requirement with quarterly reports.

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### Background

This report displays the second quarter of the fiscal year for the period that ended December 31, 2021.

On December 31, 2021, property tax collections are in keeping with prior years. In addition, expenditures and encumbrances to date are in line with budgeted amounts.

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### Financial Impact

None.

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### Recommendation

The Council accepts the report.

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### Suggested Motion

Motion to accept the report.

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### Attachments

1. The fiscal Year 2021-2022 2<sup>nd</sup> Quarter Financial Report



Mebane, NC

# Budget Report

## Account Summary

For Fiscal: 2021-2022 Period Ending: 12/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>								
<b>Revenue</b>								
<a href="#">100-3011-000</a>	2011 PROPERTY TAXES	0.00	0.00	0.00	43.91	0.00	43.91	0.00 %
<a href="#">100-3012-000</a>	2012 PROPERTY TAXES	0.00	0.00	0.00	353.80	0.00	353.80	0.00 %
<a href="#">100-3013-000</a>	2013 PROPERTY TAXES	0.00	0.00	0.00	208.07	0.00	208.07	0.00 %
<a href="#">100-3014-000</a>	2014 PROPERTY TAXES	0.00	0.00	0.00	5.44	0.00	5.44	0.00 %
<a href="#">100-3015-000</a>	2015 PROPERTY TAXES	0.00	0.00	0.00	2.03	0.00	2.03	0.00 %
<a href="#">100-3016-000</a>	2016 PROPERTY TAXES	0.00	0.00	7.55	377.84	0.00	377.84	0.00 %
<a href="#">100-3017-000</a>	2017 PROPERTY TAXES	0.00	0.00	0.00	6.40	0.00	6.40	0.00 %
<a href="#">100-3018-000</a>	2018 PROPERTY TAXES	0.00	0.00	8.15	663.51	0.00	663.51	0.00 %
<a href="#">100-3019-000</a>	2019 PROPERTY TAXES	0.00	0.00	607.40	3,252.40	0.00	3,252.40	0.00 %
<a href="#">100-3020-000</a>	2020 PROPERTY TAXES	35,000.00	35,000.00	792.07	7,889.00	0.00	-27,111.00	77.46 %
<a href="#">100-3021-000</a>	2021 PROPERTY TAXES	11,712,424.00	11,712,424.00	942,390.24	8,211,204.99	0.00	-3,501,219.01	29.89 %
<a href="#">100-3069-000</a>	MOTOR VEHICLE PROPERTY TAXES	814,000.00	814,000.00	70,085.76	361,967.46	0.00	-452,032.54	55.53 %
<a href="#">100-3070-000</a>	TAX DISCOUNTS	-32,000.00	-32,000.00	1.05	-34,821.92	0.00	-2,821.92	8.82 %
<a href="#">100-3071-000</a>	TAX PENALTIES & INTEREST	40,000.00	40,000.00	2,218.47	18,307.51	0.00	-21,692.49	54.23 %
<a href="#">100-3080-000</a>	FIRE DISTRICT TAXES - CURRENT YR	506,000.00	506,000.00	17,660.39	351,444.06	0.00	-154,555.94	30.54 %
<a href="#">100-3081-000</a>	FIRE DISTRICT TAXES - PRIOR YEAR	16,220.00	16,220.00	208.31	3,535.49	0.00	-12,684.51	78.20 %
<a href="#">100-3082-000</a>	FIRE DISTRICT TAXES - PENALTY & INT	950.00	950.00	87.87	1,074.99	0.00	124.99	113.16 %
<a href="#">100-3090-000</a>	PRIVILEGE LICENSE FEES	1,000.00	1,000.00	-90.00	-60.00	0.00	-1,060.00	106.00 %
<a href="#">100-3150-510</a>	FEDERAL EQUITABLE SHARING FUNDS	5,700.00	5,700.00	0.00	0.00	0.00	-5,700.00	100.00 %
<a href="#">100-3205-000</a>	LOCAL OPTION SALES TAX	4,302,700.00	4,302,700.00	457,826.73	1,318,028.06	0.00	-2,984,671.94	69.37 %
<a href="#">100-3210-000</a>	UTILITY FRANCHISE TAX	1,124,100.00	1,124,100.00	314,847.75	314,847.75	0.00	-809,252.25	71.99 %
<a href="#">100-3211-000</a>	VIDEO PROGRAMMING SALES TAX	62,000.00	62,000.00	19,003.29	19,003.29	0.00	-42,996.71	69.35 %
<a href="#">100-3212-000</a>	TELECOM SALES TAX	90,000.00	90,000.00	19,027.87	19,027.87	0.00	-70,972.13	78.86 %
<a href="#">100-3220-000</a>	BEER AND WINE TAX	60,000.00	60,000.00	0.00	0.00	0.00	-60,000.00	100.00 %
<a href="#">100-3230-000</a>	POWELL BILL ALLOCATION	365,000.00	365,000.00	288,533.02	497,991.96	0.00	132,991.96	136.44 %
<a href="#">100-3252-510</a>	CONTROLLED SUBSTANCE TAX	700.00	700.00	220.23	1,307.00	0.00	607.00	186.71 %
<a href="#">100-3253-530</a>	STATE CONTRIBUTION TO FIRE RELIEF	35,000.00	35,000.00	0.00	0.00	0.00	-35,000.00	100.00 %
<a href="#">100-3258-580</a>	SOLID WASTE DISPOSAL TAX	10,000.00	10,000.00	0.00	3,439.66	0.00	-6,560.34	65.60 %
<a href="#">100-3301-000</a>	INTERGOVERNMENTAL - TAX SHARING	200,000.00	200,000.00	0.00	0.00	0.00	-200,000.00	100.00 %
<a href="#">100-3320-530</a>	EFLAND FIRE DISTRICT CONTRIBUTI	9,000.00	9,000.00	0.00	9,000.00	0.00	0.00	0.00 %
<a href="#">100-3321-000</a>	ORANGE COUNTY LIBRARY CONTRIBU	700.00	700.00	0.00	0.00	0.00	-700.00	100.00 %
<a href="#">100-3322-620</a>	ORANGE COUNTY RECREATION CONTRI	5,450.00	5,450.00	0.00	0.00	0.00	-5,450.00	100.00 %
<a href="#">100-3351-000</a>	ABC DISTRIBUTION	99,000.00	99,000.00	53,141.00	53,141.00	0.00	-45,859.00	46.32 %
<a href="#">100-3352-510</a>	ABC DISTRIBUTION - LAW ENFORCEM	20,000.00	20,000.00	14,913.00	14,913.00	0.00	-5,087.00	25.44 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 12/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-3353-000</a>	ABC DISTRIBUTION - SURCHARGE	15,000.00	15,000.00	8,233.00	8,233.00	0.00	-6,767.00	45.11 %
<a href="#">100-3440-540</a>	PLAN REVIEW FEES	9,000.00	9,000.00	1,075.00	11,050.00	0.00	2,050.00	122.78 %
<a href="#">100-3440-548</a>	ENGINEERING CONST INSP FEES	218,360.00	218,360.00	0.00	42,937.20	0.00	-175,422.80	80.34 %
<a href="#">100-3442-540</a>	PLANNING AND ZONING FEES	151,352.00	151,352.00	31,050.00	63,800.00	0.00	-87,552.00	57.85 %
<a href="#">100-3445-544</a>	BUILDING PERMIT FEES	538,960.00	538,960.00	55,333.00	304,064.00	0.00	-234,896.00	43.58 %
<a href="#">100-3450-544</a>	INSPECTIONS FEES	344,000.00	344,000.00	30,595.60	178,367.60	0.00	-165,632.40	48.15 %
<a href="#">100-3451-550</a>	STREET & UTILITY INSPECTION FEE	62,600.00	62,600.00	2,600.00	25,943.00	0.00	-36,657.00	58.56 %
<a href="#">100-3453-530</a>	FIRE PERMIT & INSPECTION FEES	5,880.00	5,880.00	300.00	3,550.00	0.00	-2,330.00	39.63 %
<a href="#">100-3455-540</a>	STORMWATER CONTROL FEES	1,000.00	1,000.00	0.00	0.00	0.00	-1,000.00	100.00 %
<a href="#">100-3459-544</a>	HOMEOWNER'S RECOVERY FUND FEES	500.00	500.00	25.00	-663.00	0.00	-1,163.00	232.60 %
<a href="#">100-3460-510</a>	COURT FEES	4,000.00	4,000.00	324.00	1,548.00	0.00	-2,452.00	61.30 %
<a href="#">100-3510-620</a>	FIELD, ROOM AND SHELTER RENTALS	0.00	0.00	5,805.00	43,015.00	0.00	43,015.00	0.00 %
<a href="#">100-3511-620</a>	EVENT FEES	0.00	0.00	265.00	2,590.00	0.00	2,590.00	0.00 %
<a href="#">100-3512-620</a>	ATHLETIC FEES	0.00	0.00	65.00	10,660.00	0.00	10,660.00	0.00 %
<a href="#">100-3513-620</a>	CAMP FEES	0.00	0.00	0.00	545.00	0.00	545.00	0.00 %
<a href="#">100-3515-620</a>	RECREATION FEES OTHER	90,000.00	90,000.00	15.00	800.00	0.00	-89,200.00	99.11 %
<a href="#">100-3558-580</a>	SANITATION USER FEES	580,100.00	580,100.00	43,712.00	257,760.00	0.00	-322,340.00	55.57 %
<a href="#">100-3560-550</a>	CEMETERY PLOT SALES	20,000.00	20,000.00	3,000.00	17,500.00	0.00	-2,500.00	12.50 %
<a href="#">100-3580-000</a>	CELLULAR RENTS	60,000.00	60,000.00	1,331.00	31,152.00	0.00	-28,848.00	48.08 %
<a href="#">100-3710-000</a>	INTEREST EARNINGS	20,000.00	20,000.00	0.00	10.83	0.00	-19,989.17	99.95 %
<a href="#">100-3802-000</a>	MISCELLANEOUS GRANTS	480,000.00	480,000.00	0.00	0.00	0.00	-480,000.00	100.00 %
<a href="#">100-3810-000</a>	MISCELLANEOUS REVENUES	15,000.00	15,000.00	17,466.46	82,209.35	0.00	67,209.35	548.06 %
<a href="#">100-3811-000</a>	CONTRIBUTIONS & DONATIONS	2,000.00	2,000.00	0.00	200,020.00	0.00	198,020.00	10,001.00 %
<a href="#">100-3811-620</a>	DONATIONS - RECREATION	0.00	0.00	100.00	330.00	0.00	330.00	0.00 %
<a href="#">100-3840-000</a>	SALE OF FIXED ASSETS	25,000.00	25,000.00	4,559.00	13,398.27	0.00	-11,601.73	46.41 %
<a href="#">100-3845-550</a>	SALE OF MATERIALS	5,000.00	5,000.00	0.00	960.00	0.00	-4,040.00	80.80 %
<a href="#">100-3850-000</a>	RENTAL INCOME	600.00	600.00	0.00	0.00	0.00	-600.00	100.00 %
<a href="#">100-3860-000</a>	INSURANCE PROCEEDS	0.00	0.00	0.00	4,163.09	0.00	4,163.09	0.00 %
<a href="#">100-3880-000</a>	REVENUE IN LIEU	0.00	0.00	0.00	5,790.00	0.00	5,790.00	0.00 %
<a href="#">100-3980-000</a>	PROCEEDS OF DEBT	1,364,044.00	1,364,044.00	0.00	1,365,000.00	0.00	956.00	100.07 %
<a href="#">100-3990-000</a>	APPROPRIATED FUND BALANCE	1,950,000.00	3,337,265.28	0.00	0.00	0.00	-3,337,265.28	100.00 %
	<b>Revenue Total:</b>	<b>25,445,340.00</b>	<b>26,832,605.28</b>	<b>2,407,344.21</b>	<b>13,850,887.91</b>	<b>0.00</b>	<b>-12,981,717.37</b>	<b>48.38 %</b>

Expense

Department: 4100 - City Council

<a href="#">100-4100-030</a>	PART-TIME SALARIES	55,612.00	55,612.00	4,541.67	27,250.02	0.00	28,361.98	51.00 %
<a href="#">100-4100-050</a>	FICA	4,255.00	4,255.00	347.46	2,084.76	0.00	2,170.24	51.00 %
<a href="#">100-4100-060</a>	GROUP INSURANCE CONTRIBUTION	1,575.00	1,575.00	0.00	23.50	0.00	1,551.50	98.51 %
<a href="#">100-4100-110</a>	TELEPHONE & POSTAGE	0.00	2,737.00	0.00	0.00	0.00	2,737.00	100.00 %
<a href="#">100-4100-140</a>	SCHOOLS & CONFERENCES	4,500.00	4,500.00	0.00	670.70	0.00	3,829.30	85.10 %
<a href="#">100-4100-330</a>	DEPARTMENTAL SUPPLIES	1,350.00	1,350.00	0.00	0.00	0.00	1,350.00	100.00 %
<a href="#">100-4100-530</a>	DUES & SUBSCRIPTIONS	18,098.00	18,098.00	0.00	4,953.00	0.00	13,145.00	72.63 %



Budget Report

For Fiscal: 2021-2022 Period Ending: 12/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 4100 - City Council Total:</b>		<b>85,390.00</b>	<b>88,127.00</b>	<b>4,889.13</b>	<b>34,981.98</b>	<b>0.00</b>	<b>53,145.02</b>	<b>60.31 %</b>
<b>Department: 4200 - Administration</b>								
<a href="#">100-4200-020</a>	SALARIES & WAGES	853,279.00	816,320.00	74,971.23	302,741.58	0.00	513,578.42	62.91 %
<a href="#">100-4200-030</a>	PART-TIME SALARIES	0.00	4,335.00	0.00	4,335.00	0.00	0.00	0.00 %
<a href="#">100-4200-039</a>	LONGEVITY CONTRIBUTION	19,239.00	19,239.00	17,386.33	17,386.33	0.00	1,852.67	9.63 %
<a href="#">100-4200-045</a>	CAR ALLOWANCE	3,672.00	3,672.00	423.69	1,977.22	0.00	1,694.78	46.15 %
<a href="#">100-4200-046</a>	CELL PHONE STIPEND	1,620.00	1,620.00	90.00	315.00	0.00	1,305.00	80.56 %
<a href="#">100-4200-050</a>	FICA	65,176.00	65,176.00	4,822.14	23,364.61	0.00	41,811.39	64.15 %
<a href="#">100-4200-060</a>	GROUP INSURANCE CONTRIBUTION	77,391.00	77,391.00	3,461.64	21,058.13	0.00	56,332.87	72.79 %
<a href="#">100-4200-070</a>	RETIREMENT CONTRIBUTION	181,053.00	181,053.00	20,180.11	79,367.99	0.00	101,685.01	56.16 %
<a href="#">100-4200-071</a>	401K CONTRIBUTION	43,112.00	43,112.00	3,748.59	17,292.82	0.00	25,819.18	59.89 %
<a href="#">100-4200-099</a>	INDIRECT TO WATER (CONTRA)	-305,344.00	-305,344.00	-70,195.45	-70,195.45	0.00	-235,148.55	77.01 %
<a href="#">100-4200-100</a>	PROFESSIONAL SERVICES	137,272.00	137,272.00	14,102.49	62,416.36	61,062.93	13,792.71	10.05 %
<a href="#">100-4200-110</a>	TELEPHONE & POSTAGE	2,380.00	5,656.00	257.00	1,004.99	1,942.36	2,708.65	47.89 %
<a href="#">100-4200-140</a>	SCHOOLS & CONFERENCES	12,107.00	12,107.00	0.00	3,422.53	500.00	8,184.47	67.60 %
<a href="#">100-4200-170</a>	VEHICLE MAINTENANCE & REPAIRS	350.00	350.00	0.00	0.00	0.00	350.00	100.00 %
<a href="#">100-4200-260</a>	ADVERTISING	2,500.00	2,500.00	804.24	2,491.19	0.00	8.81	0.35 %
<a href="#">100-4200-310</a>	FUEL	350.00	350.00	0.00	31.43	168.57	150.00	42.86 %
<a href="#">100-4200-330</a>	DEPARTMENTAL SUPPLIES	20,100.00	20,100.00	6,024.16	10,501.33	3,280.73	6,317.94	31.43 %
<a href="#">100-4200-340</a>	TECHNOLOGY SERVICES & SUPPLIES	12,868.00	11,337.00	0.00	2,611.68	0.00	8,725.32	76.96 %
<a href="#">100-4200-390</a>	SMALL EQUIPMENT	0.00	1,531.00	0.00	484.42	1,531.00	-484.42	-31.64 %
<a href="#">100-4200-450</a>	MISCELLANEOUS	8,700.00	11,200.00	767.00	3,287.68	3,200.00	4,712.32	42.07 %
<a href="#">100-4200-530</a>	DUES & SUBSCRIPTIONS	5,687.00	5,687.00	475.00	2,200.63	1,232.00	2,254.37	39.64 %
<a href="#">100-4200-730</a>	CAPITAL OUTLAY - OTHER	16,000.00	16,000.00	0.00	0.00	0.00	16,000.00	100.00 %
<b>Department: 4200 - Administration Total:</b>		<b>1,157,512.00</b>	<b>1,130,664.00</b>	<b>77,318.17</b>	<b>486,095.47</b>	<b>72,917.59</b>	<b>571,650.94</b>	<b>50.56 %</b>
<b>Department: 4400 - Finance</b>								
<a href="#">100-4400-020</a>	SALARIES & WAGES	408,628.00	397,190.00	44,029.35	171,019.85	0.00	226,170.15	56.94 %
<a href="#">100-4400-030</a>	PART-TIME SALARIES	11,517.00	11,517.00	0.00	0.00	0.00	11,517.00	100.00 %
<a href="#">100-4400-039</a>	LONGEVITY CONTRIBUTION	6,936.00	6,936.00	5,229.08	5,229.08	0.00	1,706.92	24.61 %
<a href="#">100-4400-046</a>	CELL PHONE STIPEND	1,080.00	1,080.00	135.00	585.00	0.00	495.00	45.83 %
<a href="#">100-4400-050</a>	FICA	32,671.00	32,671.00	3,699.33	14,724.79	0.00	17,946.21	54.93 %
<a href="#">100-4400-060</a>	GROUP INSURANCE CONTRIBUTION	67,828.00	67,828.00	4,165.32	23,910.66	0.00	43,917.34	64.75 %
<a href="#">100-4400-070</a>	RETIREMENT CONTRIBUTION	90,814.00	90,814.00	10,762.98	43,209.36	0.00	47,604.64	52.42 %
<a href="#">100-4400-071</a>	401K CONTRIBUTION	20,782.00	20,782.00	2,201.46	9,626.19	0.00	11,155.81	53.68 %
<a href="#">100-4400-099</a>	INDIRECT TO UTILITY (CONTRA)	-206,196.00	-206,196.00	-47,524.26	-47,524.26	0.00	-158,671.74	76.95 %
<a href="#">100-4400-100</a>	PROFESSIONAL SERVICES	72,000.00	72,000.00	34,100.00	66,599.00	0.00	5,401.00	7.50 %
<a href="#">100-4400-110</a>	TELEPHONE & POSTAGE	22,200.00	16,187.00	3,127.99	10,496.89	2,905.01	2,785.10	17.21 %
<a href="#">100-4400-140</a>	SCHOOLS & CONFERENCES	11,696.00	11,696.00	0.00	5,590.53	5,040.00	1,065.47	9.11 %
<a href="#">100-4400-160</a>	EQUIPMENT MAINTENANCE & REPAIRS	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
<a href="#">100-4400-260</a>	ADVERTISING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
<a href="#">100-4400-270</a>	TAX COLLECTION FEE	94,850.00	94,850.00	3,265.03	47,901.63	0.00	46,948.37	49.50 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-4400-330</a>	DEPARTMENTAL SUPPLIES	21,100.00	21,100.00	2,391.09	4,301.28	3,872.34	12,926.38	61.26 %
<a href="#">100-4400-340</a>	TECHNOLOGY SERVICES & SUPPLIES	36,660.00	46,727.00	875.00	38,072.29	875.00	7,779.71	16.65 %
<a href="#">100-4400-390</a>	SMALL EQUIPMENT	7,612.00	7,612.00	0.00	994.60	0.00	6,617.40	86.93 %
<a href="#">100-4400-450</a>	MISCELLANEOUS	11,651.00	11,651.00	0.00	1,838.68	0.00	9,812.32	84.22 %
<a href="#">100-4400-530</a>	DUES & SUBSCRIPTIONS	3,107.00	3,107.00	0.00	1,320.00	0.00	1,787.00	57.52 %
<a href="#">100-4400-730</a>	CAPITAL OUTLAY - OTHER	15,939.00	6,660.00	0.00	4,927.50	1,732.50	0.00	0.00 %
<b>Department: 4400 - Finance Total:</b>		<b>732,375.00</b>	<b>715,712.00</b>	<b>66,457.37</b>	<b>402,823.07</b>	<b>14,424.85</b>	<b>298,464.08</b>	<b>41.70 %</b>
<b>Department: 4800 - IT</b>								
<a href="#">100-4800-020</a>	SALARIES & WAGES	166,823.00	166,823.00	18,999.09	76,057.91	0.00	90,765.09	54.41 %
<a href="#">100-4800-030</a>	PART-TIME SALARIES	5,126.00	5,126.00	1,350.00	5,887.50	0.00	-761.50	-14.86 %
<a href="#">100-4800-039</a>	LONGEVITY CONTRIBUTION	5,834.00	5,834.00	5,708.83	5,708.83	0.00	125.17	2.15 %
<a href="#">100-4800-046</a>	CELL PHONE STIPEND	1,080.00	1,080.00	90.00	540.00	0.00	540.00	50.00 %
<a href="#">100-4800-050</a>	FICA	13,600.00	13,600.00	1,982.80	7,516.50	0.00	6,083.50	44.73 %
<a href="#">100-4800-060</a>	GROUP INSURANCE CONTRIBUTION	22,178.00	22,178.00	1,407.36	8,524.01	0.00	13,653.99	61.57 %
<a href="#">100-4800-070</a>	RETIREMENT CONTRIBUTION	37,731.00	37,731.00	5,398.69	20,364.47	0.00	17,366.53	46.03 %
<a href="#">100-4800-071</a>	401K CONTRIBUTION	8,634.00	8,634.00	949.95	4,374.54	0.00	4,259.46	49.33 %
<a href="#">100-4800-099</a>	INDIRECT TO UTILITY (CONTRA)	-79,942.00	-79,942.00	-20,531.38	-20,531.38	0.00	-59,410.62	74.32 %
<a href="#">100-4800-100</a>	PROFESSIONAL SERVICES	52,500.00	52,500.00	7,500.00	14,804.50	16,562.50	21,133.00	40.25 %
<a href="#">100-4800-110</a>	TELEPHONE & POSTAGE	1,000.00	2,300.00	238.25	761.26	415.10	1,123.64	48.85 %
<a href="#">100-4800-140</a>	SCHOOLS & CONFERENCES	7,200.00	7,200.00	0.00	808.25	0.00	6,391.75	88.77 %
<a href="#">100-4800-160</a>	EQUIPMENT MAINTENANCE & REPAIRS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
<a href="#">100-4800-170</a>	VEHICLE MAINTENANCE & REPAIRS	0.00	100.00	0.00	60.00	0.00	40.00	40.00 %
<a href="#">100-4800-310</a>	FUEL	0.00	200.00	0.00	0.00	0.00	200.00	100.00 %
<a href="#">100-4800-330</a>	DEPARTMENTAL SUPPLIES	1,500.00	1,500.00	0.00	657.94	0.00	842.06	56.14 %
<a href="#">100-4800-340</a>	TECHNOLOGY SERVICES & SUPPLIES	26,886.00	28,886.00	2,055.61	15,580.51	11,582.52	1,722.97	5.96 %
<a href="#">100-4800-341</a>	TELECOMMUNICATIONS	54,769.00	54,769.00	6,836.74	20,895.54	24,586.06	9,287.40	16.96 %
<a href="#">100-4800-350</a>	SOFTWARE LICENSING AND MAINT	13,245.00	25,475.00	2,412.19	16,523.20	2,665.61	6,286.19	24.68 %
<a href="#">100-4800-390</a>	SMALL EQUIPMENT	10,600.00	24,993.87	4,695.13	17,038.88	0.00	7,954.99	31.83 %
<a href="#">100-4800-450</a>	MISCELLANEOUS	125,320.00	146,768.00	11,868.95	67,013.06	39,913.94	39,841.00	27.15 %
<a href="#">100-4800-530</a>	DUES & SUBSCRIPTIONS	0.00	600.00	0.00	610.00	0.00	-10.00	-1.67 %
<a href="#">100-4800-750</a>	CAPITAL OUTLAY - EQUIPMENT	279,000.00	257,570.00	0.00	50,211.00	20,349.00	187,010.00	72.61 %
<b>Department: 4800 - IT Total:</b>		<b>758,084.00</b>	<b>788,925.87</b>	<b>50,962.21</b>	<b>313,406.52</b>	<b>116,074.73</b>	<b>359,444.62</b>	<b>45.56 %</b>
<b>Department: 4900 - Economic Development</b>								
<a href="#">100-4900-100</a>	PROFESSIONAL SERVICES	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	100.00 %
<a href="#">100-4900-455</a>	INDUSTRIAL DEVELOPMENT	1,615,800.00	1,665,800.00	0.00	0.00	50,000.00	1,615,800.00	97.00 %
<a href="#">100-4900-684</a>	ALAMANCE COUNTY CHAMBER OF COMM	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00	0.00 %
<b>Department: 4900 - Economic Development Total:</b>		<b>1,695,800.00</b>	<b>1,745,800.00</b>	<b>0.00</b>	<b>0.00</b>	<b>70,000.00</b>	<b>1,675,800.00</b>	<b>95.99 %</b>
<b>Department: 5100 - Police</b>								
<a href="#">100-5100-020</a>	SALARIES & WAGES	2,358,382.00	2,352,534.00	251,997.11	994,355.86	0.00	1,358,178.14	57.73 %
<a href="#">100-5100-030</a>	PART-TIME SALARIES	27,678.00	27,678.00	2,809.08	13,109.04	0.00	14,568.96	52.64 %
<a href="#">100-5100-035</a>	OVERTIME SALARIES	20,100.00	20,100.00	2,577.34	9,969.69	0.00	10,130.31	50.40 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-5100-038</a>	TEMPORARY SALARIES	13,000.00	13,000.00	3,820.80	17,828.48	0.00	-4,828.48	-37.14 %
<a href="#">100-5100-039</a>	LONGEVITY CONTRIBUTION	55,630.00	55,630.00	51,696.54	51,696.54	0.00	3,933.46	7.07 %
<a href="#">100-5100-044</a>	LEO SEPARATION ALLOWANCE	47,934.00	47,934.00	0.00	0.00	0.00	47,934.00	100.00 %
<a href="#">100-5100-050</a>	FICA	188,327.00	188,327.00	23,749.20	93,007.47	0.00	95,319.53	50.61 %
<a href="#">100-5100-060</a>	GROUP INSURANCE CONTRIBUTION	393,151.00	393,151.00	28,507.91	158,381.42	0.00	234,769.58	59.71 %
<a href="#">100-5100-070</a>	RETIREMENT CONTRIBUTION	38,089.00	38,089.00	5,931.69	23,817.21	0.00	14,271.79	37.47 %
<a href="#">100-5100-071</a>	401K CONTRIBUTION	121,698.00	121,698.00	12,985.58	58,753.60	0.00	62,944.40	51.72 %
<a href="#">100-5100-072</a>	LEO RETIREMENT CONTRIBUTION	483,327.00	483,327.00	62,914.49	247,070.78	0.00	236,256.22	48.88 %
<a href="#">100-5100-100</a>	PROFESSIONAL SERVICES	100,523.00	100,523.00	0.00	4,217.93	3,915.00	92,390.07	91.91 %
<a href="#">100-5100-110</a>	TELEPHONE & POSTAGE	46,768.00	46,768.00	3,357.07	11,047.69	5,294.91	30,425.40	65.06 %
<a href="#">100-5100-130</a>	UTILITIES	13,230.00	13,230.00	93.18	3,661.36	0.00	9,568.64	72.33 %
<a href="#">100-5100-140</a>	SCHOOLS & CONFERENCES	28,000.00	28,000.00	315.20	4,348.81	2,000.00	21,651.19	77.33 %
<a href="#">100-5100-150</a>	BUILDING & GROUNDS MAINTENANCE	16,000.00	32,074.00	3,224.52	13,668.93	7,598.05	10,807.02	33.69 %
<a href="#">100-5100-170</a>	VEHICLE MAINTENANCE & REPAIRS	78,051.00	86,724.43	8,787.72	46,308.25	30,988.52	9,427.66	10.87 %
<a href="#">100-5100-310</a>	FUEL	100,000.00	100,000.00	10,523.82	45,392.84	34,607.16	20,000.00	20.00 %
<a href="#">100-5100-330</a>	DEPARTMENTAL SUPPLIES	89,760.00	51,630.00	827.77	9,301.44	22,249.81	20,078.75	38.89 %
<a href="#">100-5100-340</a>	TECHNOLOGY SERVICES & SUPPLIES	93,233.00	98,644.63	17,987.70	76,988.30	9,631.50	12,024.83	12.19 %
<a href="#">100-5100-342</a>	TECHNOLOGY LICENSES	0.00	14,940.00	0.00	0.00	6,769.08	8,170.92	54.69 %
<a href="#">100-5100-360</a>	EMPLOYEE UNIFORMS & ACCESSORIES	66,018.00	66,018.00	2,846.26	19,322.64	25,060.58	21,634.78	32.77 %
<a href="#">100-5100-370</a>	FEDERAL EQUITABLE SHARING EXPEN	20,396.00	44,023.30	0.00	18,454.07	0.00	25,569.23	58.08 %
<a href="#">100-5100-390</a>	SMALL EQUIPMENT	0.00	27,073.44	6,088.55	6,517.51	0.00	20,555.93	75.93 %
<a href="#">100-5100-450</a>	MISCELLANEOUS	46,795.00	27,246.00	40.00	4,754.70	0.00	22,491.30	82.55 %
<a href="#">100-5100-451</a>	INVESTIGATIONS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
<a href="#">100-5100-530</a>	DUES & SUBSCRIPTIONS	3,000.00	3,000.00	0.00	889.95	0.00	2,110.05	70.34 %
<a href="#">100-5100-683</a>	PET ADOPTION CENTER SUBSIDY	75,870.00	75,870.00	0.00	70,992.00	0.00	4,878.00	6.43 %
<a href="#">100-5100-730</a>	CAPITAL OUTLAY - OTHER	142,820.00	120,436.00	0.00	0.00	0.00	120,436.00	100.00 %
<a href="#">100-5100-740</a>	CAPITAL OUTLAY - VEHICLES	461,756.00	461,756.00	229,351.55	229,351.55	130,925.71	101,478.74	21.98 %
<a href="#">100-5100-746</a>	Vehicles - Federal Equitable Sharing	0.00	29,681.00	0.00	0.00	29,681.00	0.00	0.00 %
<a href="#">100-5100-750</a>	CAPITAL OUTLAY - EQUIPMENT	0.00	37,130.00	0.00	0.00	0.00	37,130.00	100.00 %
<a href="#">100-5100-751</a>	EQUIPMENT - FEDERAL EQUITABLE SHARING	0.00	49,210.70	0.00	0.00	0.00	49,210.70	100.00 %
<b>Department: 5100 - Police Total:</b>		<b>5,134,536.00</b>	<b>5,260,446.50</b>	<b>730,433.08</b>	<b>2,233,208.06</b>	<b>308,721.32</b>	<b>2,718,517.12</b>	<b>51.68 %</b>
<b>Department: 5300 - Fire</b>								
<a href="#">100-5300-020</a>	SALARIES & WAGES	1,607,605.00	1,601,757.00	181,109.77	724,827.85	0.00	876,929.15	54.75 %
<a href="#">100-5300-030</a>	PART-TIME SALARIES	61,506.00	61,506.00	4,339.17	17,935.55	0.00	43,570.45	70.84 %
<a href="#">100-5300-035</a>	OVERTIME SALARIES	60,300.00	60,300.00	6,375.96	27,987.48	0.00	32,312.52	53.59 %
<a href="#">100-5300-039</a>	LONGEVITY CONTRIBUTION	45,808.00	45,808.00	39,146.04	39,146.04	0.00	6,661.96	14.54 %
<a href="#">100-5300-041</a>	VOLUNTEER REIMBURSEMENTS	25,000.00	25,000.00	7,943.00	7,943.00	0.00	17,057.00	68.23 %
<a href="#">100-5300-046</a>	CELL PHONE STIPEND	4,320.00	4,320.00	450.00	1,935.00	0.00	2,385.00	55.21 %
<a href="#">100-5300-050</a>	FICA	136,074.00	136,074.00	18,086.53	70,650.18	0.00	65,423.82	48.08 %
<a href="#">100-5300-060</a>	GROUP INSURANCE CONTRIBUTION	274,738.00	274,738.00	20,807.28	123,485.04	0.00	151,252.96	55.05 %
<a href="#">100-5300-061</a>	FRATERNAL INSURANCE CONTRIBUTIO	6,000.00	6,000.00	1,144.56	5,344.56	0.00	655.44	10.92 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-5300-070</a>	RETIREMENT CONTRIBUTION	375,280.00	375,280.00	49,519.02	197,393.42	0.00	177,886.58	47.40 %
<a href="#">100-5300-071</a>	401K CONTRIBUTION	85,876.00	85,876.00	9,655.93	44,404.36	0.00	41,471.64	48.29 %
<a href="#">100-5300-072</a>	FIRE RETIREMENT CONTRIBUTION	4,000.00	4,000.00	0.00	4,000.00	0.00	0.00	0.00 %
<a href="#">100-5300-095</a>	PENSION EXPENSE	48,000.00	48,000.00	0.00	0.00	0.00	48,000.00	100.00 %
<a href="#">100-5300-100</a>	PROFESSIONAL SERVICES	14,735.00	2,150.00	0.00	1,954.00	0.00	196.00	9.12 %
<a href="#">100-5300-110</a>	TELEPHONE & POSTAGE	17,320.00	17,320.00	1,880.23	6,915.08	3,050.26	7,354.66	42.46 %
<a href="#">100-5300-120</a>	BANK CHARGES	0.00	250.00	20.04	20.04	0.00	229.96	91.98 %
<a href="#">100-5300-130</a>	UTILITIES	29,850.00	29,850.00	1,998.45	11,522.88	0.00	18,327.12	61.40 %
<a href="#">100-5300-140</a>	SCHOOLS & CONFERENCES	20,000.00	20,000.00	732.54	9,352.95	1,500.00	9,147.05	45.74 %
<a href="#">100-5300-150</a>	BUILDING & GROUNDS MAINTENANCE	18,200.00	33,600.00	1,857.73	15,669.86	3,694.57	14,235.57	42.37 %
<a href="#">100-5300-160</a>	EQUIPMENT MAINTENANCE & REPAIRS	8,000.00	8,000.00	0.00	4,057.36	799.45	3,143.19	39.29 %
<a href="#">100-5300-170</a>	VEHICLE MAINTENANCE & REPAIRS	73,350.00	73,350.00	2,434.32	20,923.68	18,355.40	34,070.92	46.45 %
<a href="#">100-5300-310</a>	FUEL	29,000.00	29,000.00	3,077.01	16,552.49	11,991.11	456.40	1.57 %
<a href="#">100-5300-330</a>	DEPARTMENTAL SUPPLIES	36,000.00	33,160.00	1,313.42	12,770.88	5,044.30	15,344.82	46.28 %
<a href="#">100-5300-333</a>	EMT EQUIPMENT	9,400.00	10,100.00	1,582.83	6,653.75	0.00	3,446.25	34.12 %
<a href="#">100-5300-340</a>	TECHNOLOGY SERVICES & SUPPLIES	6,750.00	72,597.30	1,451.70	17,601.10	52,981.30	2,014.90	2.78 %
<a href="#">100-5300-360</a>	EMPLOYEE UNIFORMS & ACCESSORIES	57,500.00	61,259.00	2,442.96	16,595.98	24,295.95	20,367.07	33.25 %
<a href="#">100-5300-390</a>	SMALL EQUIPMENT	67,684.00	19,507.00	0.00	9,958.05	6,025.00	3,523.95	18.07 %
<a href="#">100-5300-450</a>	MISCELLANEOUS	31,485.00	30,085.00	22,056.91	24,415.85	0.00	5,669.15	18.84 %
<a href="#">100-5300-530</a>	DUES & SUBSCRIPTIONS	10,715.00	10,465.00	3,900.88	7,653.97	0.00	2,811.03	26.86 %
<a href="#">100-5300-570</a>	SPECIAL ACTIVITIES	4,200.00	4,200.00	0.00	0.00	4,200.00	0.00	0.00 %
<a href="#">100-5300-740</a>	CAPITAL OUTLAY - VEHICLES	582,288.00	582,288.00	0.00	0.00	582,287.17	0.83	0.00 %
<a href="#">100-5300-750</a>	CAPITAL OUTLAY - EQUIPMENT	10,950.00	10,950.00	0.00	0.00	10,950.00	0.00	0.00 %
<b>Department: 5300 - Fire Total:</b>		<b>3,761,934.00</b>	<b>3,776,790.30</b>	<b>383,326.28</b>	<b>1,447,670.40</b>	<b>725,174.51</b>	<b>1,603,945.39</b>	<b>42.47 %</b>
<b>Department: 5400 - Planning</b>								
<a href="#">100-5400-020</a>	SALARIES & WAGES	241,498.00	223,331.00	21,975.83	89,056.72	0.00	134,274.28	60.12 %
<a href="#">100-5400-030</a>	PART-TIME SALARIES	25,534.00	25,534.00	0.00	0.00	0.00	25,534.00	100.00 %
<a href="#">100-5400-035</a>	OVERTIME SALARIES	5,025.00	5,025.00	0.00	0.00	0.00	5,025.00	100.00 %
<a href="#">100-5400-039</a>	LONGEVITY CONTRIBUTION	4,738.00	1,905.00	1,904.58	1,904.58	0.00	0.42	0.02 %
<a href="#">100-5400-046</a>	CELL PHONE STIPEND	1,080.00	1,080.00	135.00	810.00	0.00	270.00	25.00 %
<a href="#">100-5400-050</a>	FICA	21,230.00	21,230.00	1,728.66	7,333.37	0.00	13,896.63	65.46 %
<a href="#">100-5400-060</a>	GROUP INSURANCE CONTRIBUTION	28,628.00	28,628.00	2,111.04	12,758.24	0.00	15,869.76	55.43 %
<a href="#">100-5400-070</a>	RETIREMENT CONTRIBUTION	52,775.00	52,775.00	5,217.87	22,628.17	0.00	30,146.83	57.12 %
<a href="#">100-5400-071</a>	401K CONTRIBUTION	12,563.00	12,563.00	1,098.81	5,082.90	0.00	7,480.10	59.54 %
<a href="#">100-5400-099</a>	UTILITY CONTRA	-28,666.00	-28,666.00	-7,521.10	-7,521.10	0.00	-21,144.90	73.76 %
<a href="#">100-5400-100</a>	PROFESSIONAL SERVICES	115,700.00	119,700.00	0.00	14,885.98	52,063.02	52,751.00	44.07 %
<a href="#">100-5400-110</a>	TELEPHONE & POSTAGE	5,430.00	5,430.00	645.59	2,398.96	694.81	2,336.23	43.02 %
<a href="#">100-5400-140</a>	SCHOOLS & CONFERENCES	6,000.00	4,000.00	0.00	1,442.49	1,000.00	1,557.51	38.94 %
<a href="#">100-5400-150</a>	BUILDING & GROUNDS MAINTENANCE	1,300.00	8,517.00	859.45	4,128.41	3,329.10	1,059.49	12.44 %
<a href="#">100-5400-170</a>	VEHICLE MAINTENANCE & REPAIRS	0.00	0.00	-37.73	0.00	0.00	0.00	0.00 %
<a href="#">100-5400-260</a>	ADVERTISING	11,000.00	11,000.00	637.49	6,974.43	3,063.17	962.40	8.75 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-5400-310</a>	FUEL	0.00	0.00	-25.00	0.00	0.00	0.00	0.00 %
<a href="#">100-5400-330</a>	DEPARTMENTAL SUPPLIES	9,900.00	7,150.00	856.65	5,373.09	500.00	1,276.91	17.86 %
<a href="#">100-5400-340</a>	TECHNOLOGY SERVICES & SUPPLIES	4,800.00	48,044.28	0.00	3,606.02	41,937.28	2,500.98	5.21 %
<a href="#">100-5400-360</a>	EMPLOYEE UNIFORMS & ACCESSORIES	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
<a href="#">100-5400-450</a>	MISCELLANEOUS	5,217.00	0.00	-178.05	0.00	0.00	0.00	0.00 %
<a href="#">100-5400-530</a>	DUES & SUBSCRIPTIONS	8,870.00	8,313.00	0.00	7,127.51	0.00	1,185.49	14.26 %
<a href="#">100-5400-730</a>	CAPITAL OUTLAY - OTHER	0.00	31,284.00	0.00	0.00	0.00	31,284.00	100.00 %
<b>Department: 5400 - Planning Total:</b>		<b>533,122.00</b>	<b>587,343.28</b>	<b>29,409.09</b>	<b>177,989.77</b>	<b>102,587.38</b>	<b>306,766.13</b>	<b>52.23 %</b>
<b>Department: 5410 - Main Street Program</b>								
<a href="#">100-5410-100</a>	PROFESSIONAL SERVICES	80,000.00	80,000.00	4,393.60	21,323.36	38,676.64	20,000.00	25.00 %
<a href="#">100-5410-110</a>	TELEPHONE & POSTAGE	1,810.00	1,810.00	0.00	0.00	0.00	1,810.00	100.00 %
<a href="#">100-5410-140</a>	SCHOOLS & CONFERENCES	5,000.00	5,000.00	0.00	429.32	0.00	4,570.68	91.41 %
<a href="#">100-5410-260</a>	ADVERTISING	11,000.00	11,000.00	4,500.00	9,500.00	0.00	1,500.00	13.64 %
<a href="#">100-5410-330</a>	DEPARTMENTAL SUPPLIES	3,000.00	3,000.00	0.00	7.09	0.00	2,992.91	99.76 %
<a href="#">100-5410-360</a>	EMPLOYEE UNIFORMS & ACCESSORIES	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
<a href="#">100-5410-375</a>	DOWNTOWN FACADE CITY GRANTS	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00 %
<a href="#">100-5410-530</a>	DUES & SUBSCRIPTIONS	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
<b>Department: 5410 - Main Street Program Total:</b>		<b>151,810.00</b>	<b>151,810.00</b>	<b>8,893.60</b>	<b>31,259.77</b>	<b>38,676.64</b>	<b>81,873.59</b>	<b>53.93 %</b>
<b>Department: 5440 - Inspections</b>								
<a href="#">100-5440-020</a>	SALARIES & WAGES	372,422.00	352,763.59	41,943.52	169,064.69	0.00	183,698.90	52.07 %
<a href="#">100-5440-030</a>	PART-TIME SALARIES	5,126.00	5,126.00	0.00	0.00	0.00	5,126.00	100.00 %
<a href="#">100-5440-035</a>	OVERTIME SALARIES	5,025.00	5,025.00	0.00	0.00	0.00	5,025.00	100.00 %
<a href="#">100-5440-039</a>	LONGEVITY CONTRIBUTION	5,964.00	6,568.41	6,568.41	6,568.41	0.00	0.00	0.00 %
<a href="#">100-5440-046</a>	CELL PHONE STIPEND	2,660.00	2,660.00	225.00	810.00	0.00	1,850.00	69.55 %
<a href="#">100-5440-050</a>	FICA	29,723.00	29,723.00	3,550.45	14,071.35	0.00	15,651.65	52.66 %
<a href="#">100-5440-060</a>	GROUP INSURANCE CONTRIBUTION	59,277.00	59,277.00	4,165.32	24,595.29	0.00	34,681.71	58.51 %
<a href="#">100-5440-070</a>	RETIREMENT CONTRIBUTION	83,781.00	83,781.00	10,599.85	42,964.22	0.00	40,816.78	48.72 %
<a href="#">100-5440-071</a>	401K CONTRIBUTION	19,172.00	19,172.00	2,097.20	9,503.29	0.00	9,668.71	50.43 %
<a href="#">100-5440-099</a>	INDIRECT TO UTILITY CONTRA	-13,988.00	-13,988.00	0.00	0.00	0.00	-13,988.00	100.00 %
<a href="#">100-5440-100</a>	PROFESSIONAL SERVICES	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %
<a href="#">100-5440-110</a>	TELEPHONE & POSTAGE	1,080.00	1,080.00	-63.73	22.42	0.00	1,057.58	97.92 %
<a href="#">100-5440-120</a>	BANK CHARGES	0.00	19,310.94	973.96	973.96	0.00	18,336.98	94.96 %
<a href="#">100-5440-140</a>	SCHOOLS & CONFERENCES	8,750.00	6,750.00	0.00	587.10	1,000.00	5,162.90	76.49 %
<a href="#">100-5440-170</a>	VEHICLE MAINTENANCE & REPAIRS	4,100.00	4,100.00	104.44	774.84	402.80	2,922.36	71.28 %
<a href="#">100-5440-310</a>	FUEL	3,500.00	5,500.00	478.12	2,479.32	745.68	2,275.00	41.36 %
<a href="#">100-5440-330</a>	DEPARTMENTAL SUPPLIES	3,650.00	3,650.00	404.85	1,015.08	500.00	2,134.92	58.49 %
<a href="#">100-5440-340</a>	TECHNOLOGY SERVICES & SUPPLIES	11,400.00	11,400.00	2,029.21	3,701.05	1,197.93	6,501.02	57.03 %
<a href="#">100-5440-360</a>	EMPLOYEE UNIFORMS & ACCESSORIES	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00	100.00 %
<a href="#">100-5440-450</a>	MISCELLANEOUS	23,120.00	6,809.06	-6,130.96	3,191.35	1,643.75	1,973.96	28.99 %
<a href="#">100-5440-530</a>	DUES & SUBSCRIPTIONS	600.00	600.00	0.00	100.00	0.00	500.00	83.33 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-5440-720</a>	CAPITAL OUTLAY - BUILDINGS	0.00	277,958.70	0.00	222,956.28	6,090.42	48,912.00	17.60 %
<b>Department: 5440 - Inspections Total:</b>		<b>629,662.00</b>	<b>888,566.70</b>	<b>66,945.64</b>	<b>503,378.65</b>	<b>11,580.58</b>	<b>373,607.47</b>	<b>42.05 %</b>
<b>Department: 5480 - Engineering</b>								
<a href="#">100-5480-101</a>	PROFESSIONAL SERVICES - POWELL BILL	95,000.00	95,000.00	16,292.04	54,743.57	40,256.43	0.00	0.00 %
<a href="#">100-5480-102</a>	CITY ENGINEER	90,000.00	90,000.00	15,567.01	36,269.29	53,730.71	0.00	0.00 %
<a href="#">100-5480-103</a>	TECHNICAL REVIEW	31,000.00	31,000.00	3,403.79	20,158.85	10,841.15	0.00	0.00 %
<a href="#">100-5480-104</a>	CONSTRUCTION INSPECTION	108,000.00	108,000.00	26,366.54	56,468.82	51,531.18	0.00	0.00 %
<a href="#">100-5480-105</a>	MISC ENGINEERING SERVICES	51,500.00	51,500.00	13,783.99	39,244.82	12,255.18	0.00	0.00 %
<a href="#">100-5480-106</a>	STORMWATER ENGINEERING	70,000.00	70,000.00	10,551.56	39,270.45	30,729.55	0.00	0.00 %
<b>Department: 5480 - Engineering Total:</b>		<b>445,500.00</b>	<b>445,500.00</b>	<b>85,964.93</b>	<b>246,155.80</b>	<b>199,344.20</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Department: 5500 - Public Works</b>								
<a href="#">100-5500-020</a>	SALARIES & WAGES	638,379.00	603,179.00	52,905.74	218,757.29	0.00	384,421.71	63.73 %
<a href="#">100-5500-030</a>	PART-TIME SALARIES	37,030.00	37,030.00	6,160.05	24,181.03	0.00	12,848.97	34.70 %
<a href="#">100-5500-035</a>	OVERTIME SALARIES	21,100.00	21,100.00	1,178.80	2,967.89	0.00	18,132.11	85.93 %
<a href="#">100-5500-039</a>	LONGEVITY CONTRIBUTION	11,030.00	7,578.00	7,577.21	7,577.21	0.00	0.79	0.01 %
<a href="#">100-5500-046</a>	CELL PHONE STIPEND	2,280.00	2,280.00	135.00	540.00	0.00	1,740.00	76.32 %
<a href="#">100-5500-050</a>	FICA	54,127.00	54,127.00	5,197.87	21,979.03	0.00	32,147.97	59.39 %
<a href="#">100-5500-060</a>	GROUP INSURANCE CONTRIBUTION	132,020.00	132,020.00	6,904.36	45,530.81	0.00	86,489.19	65.51 %
<a href="#">100-5500-070</a>	RETIREMENT CONTRIBUTION	146,545.00	146,545.00	13,473.14	57,349.58	0.00	89,195.42	60.87 %
<a href="#">100-5500-071</a>	401K CONTRIBUTION	33,534.00	33,534.00	2,704.25	12,744.76	0.00	20,789.24	61.99 %
<a href="#">100-5500-099</a>	INDIRECT TO UTILITY (CONTRA)	-74,056.00	-74,056.00	-18,147.98	-18,147.98	0.00	-55,908.02	75.49 %
<a href="#">100-5500-110</a>	TELEPHONE & POSTAGE	11,900.00	11,900.00	643.07	2,111.19	1,310.42	8,478.39	71.25 %
<a href="#">100-5500-130</a>	UTILITIES	188,645.00	188,645.00	14,887.42	72,118.13	0.00	116,526.87	61.77 %
<a href="#">100-5500-140</a>	SCHOOLS & CONFERENCES	2,000.00	2,000.00	0.00	23.31	0.00	1,976.69	98.83 %
<a href="#">100-5500-150</a>	BUILDING & GROUNDS MAINTENANCE	36,200.00	181,198.00	7,838.15	15,404.87	44,445.07	121,348.06	66.97 %
<a href="#">100-5500-151</a>	SIDEWALK MAINTENANCE & REPAIR	91,500.00	84,162.00	8.54	383.93	1,491.46	82,286.61	97.77 %
<a href="#">100-5500-152</a>	STORM SEWER & DRIVEWAY PIPE MAI	30,500.00	30,500.00	0.00	721.39	8,362.58	21,416.03	70.22 %
<a href="#">100-5500-153</a>	STREET MAINTENANCE & REPAIR	716,306.00	729,700.71	4,593.69	18,729.41	485,922.55	225,048.75	30.84 %
<a href="#">100-5500-160</a>	EQUIPMENT MAINTENANCE & REPAIRS	17,300.00	14,512.65	567.53	5,614.68	8,157.47	740.50	5.10 %
<a href="#">100-5500-170</a>	VEHICLE MAINTENANCE & REPAIRS	34,300.00	34,300.00	691.93	5,668.46	2,303.68	26,327.86	76.76 %
<a href="#">100-5500-310</a>	FUEL	35,000.00	35,000.00	3,382.28	13,884.25	9,210.76	11,904.99	34.01 %
<a href="#">100-5500-330</a>	DEPARTMENTAL SUPPLIES	38,600.00	38,600.00	731.66	14,964.75	9,808.65	13,826.60	35.82 %
<a href="#">100-5500-340</a>	TECHNOLOGY SERVICES & SUPPLIES	33,000.00	32,740.37	0.00	16,377.40	4,769.41	11,593.56	35.41 %
<a href="#">100-5500-360</a>	EMPLOYEE UNIFORMS & ACCESSORIES	23,600.00	23,600.00	2,457.92	7,768.92	8,065.74	7,765.34	32.90 %
<a href="#">100-5500-390</a>	SMALL EQUIPMENT	0.00	10,322.35	0.00	7,242.00	2,786.84	293.51	2.84 %
<a href="#">100-5500-450</a>	MISCELLANEOUS	21,996.00	8,640.00	0.00	474.06	0.00	8,165.94	94.51 %
<a href="#">100-5500-530</a>	DUES & SUBSCRIPTIONS	2,170.00	2,680.00	30.00	2,510.00	0.00	170.00	6.34 %
<a href="#">100-5500-730</a>	CAPITAL OUTLAY - OTHER	407,100.00	583,103.71	9,038.00	11,393.00	327,202.04	244,508.67	41.93 %
<a href="#">100-5500-740</a>	CAPITAL OUTLAY - VEHICLES	0.00	376,166.92	256,602.00	379,668.92	0.00	-3,502.00	-0.93 %
<a href="#">100-5500-750</a>	CAPITAL OUTLAY - EQUIPMENT	35,000.00	27,985.00	0.00	17,033.69	0.00	10,951.31	39.13 %
<b>Department: 5500 - Public Works Total:</b>		<b>2,727,106.00</b>	<b>3,379,093.71</b>	<b>379,560.63</b>	<b>965,571.98</b>	<b>913,836.67</b>	<b>1,499,685.06</b>	<b>44.38 %</b>

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 5700 - Public Facilities</b>								
<a href="#">100-5700-020</a>	SALARIES & WAGES	219,305.00	219,305.00	21,719.43	78,490.24	0.00	140,814.76	64.21 %
<a href="#">100-5700-030</a>	PART-TIME SALARIES	31,696.00	31,696.00	2,162.93	14,466.35	0.00	17,229.65	54.36 %
<a href="#">100-5700-035</a>	OVERTIME SALARIES	2,010.00	2,010.00	1,294.43	1,426.55	0.00	583.45	29.03 %
<a href="#">100-5700-039</a>	LONGEVITY CONTRIBUTION	5,240.00	4,130.00	4,129.30	4,129.30	0.00	0.70	0.02 %
<a href="#">100-5700-046</a>	CELL PHONE STIPEND	1,080.00	1,080.00	135.00	360.00	0.00	720.00	66.67 %
<a href="#">100-5700-050</a>	FICA	20,457.00	20,457.00	2,220.94	8,328.53	0.00	12,128.47	59.29 %
<a href="#">100-5700-060</a>	GROUP INSURANCE CONTRIBUTION	45,008.00	45,008.00	3,423.80	18,722.71	0.00	26,285.29	58.40 %
<a href="#">100-5700-070</a>	RETIREMENT CONTRIBUTION	51,447.00	51,447.00	5,930.80	20,914.88	0.00	30,532.12	59.35 %
<a href="#">100-5700-071</a>	401K CONTRIBUTION	11,335.00	11,335.00	1,150.69	4,579.56	0.00	6,755.44	59.60 %
<a href="#">100-5700-099</a>	UTILITY CONTRA	0.00	0.00	-4,138.28	-4,138.28	0.00	4,138.28	0.00 %
<a href="#">100-5700-100</a>	PROFESSIONAL SERVICES	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
<a href="#">100-5700-130</a>	UTILITIES	26,000.00	26,000.00	1,411.23	7,536.49	0.00	18,463.51	71.01 %
<a href="#">100-5700-150</a>	BUILDING & GROUNDS MAINTENANCE	29,200.00	42,487.17	3,148.91	18,786.87	11,380.01	12,320.29	29.00 %
<a href="#">100-5700-154</a>	LAKE & MARINA MAINT & OPERATION	63,000.00	63,000.00	9,547.06	25,495.68	0.00	37,504.32	59.53 %
<a href="#">100-5700-155</a>	LIBRARY MAINTENANCE & REPAIRS	90,000.00	90,000.00	3,685.99	22,668.03	13,102.60	54,229.37	60.25 %
<a href="#">100-5700-156</a>	GROUNDS MAINTENANCE	50,000.00	83,567.86	416.00	25,283.13	30,598.55	27,686.18	33.13 %
<a href="#">100-5700-310</a>	FUEL	900.00	900.00	219.78	655.26	244.41	0.33	0.04 %
<a href="#">100-5700-330</a>	DEPARTMENTAL SUPPLIES	15,000.00	15,000.00	679.05	4,266.63	10,291.14	442.23	2.95 %
<a href="#">100-5700-335</a>	SIGNAGE AND BRANDING	48,100.00	57,206.14	0.00	9,494.76	0.00	47,711.38	83.40 %
<a href="#">100-5700-340</a>	TECHNOLOGY SERVICES & SUPPLIES	2,000.00	4,135.00	0.00	748.00	2,000.00	1,387.00	33.54 %
<a href="#">100-5700-360</a>	EMPLOYEE UNIFORMS & ACCESSORIES	400.00	400.00	100.00	100.00	0.00	300.00	75.00 %
<a href="#">100-5700-400</a>	FACILITY RENTAL	4,800.00	4,800.00	0.00	0.00	0.00	4,800.00	100.00 %
<a href="#">100-5700-450</a>	MISCELLANEOUS	56,500.00	13,080.00	0.00	1,676.50	1,896.30	9,507.20	72.69 %
<a href="#">100-5700-710</a>	CAPITAL OUTLAY - LAND	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00	100.00 %
<a href="#">100-5700-720</a>	CAPITAL OUTLAY - BUILDINGS	0.00	35,000.00	0.00	34,283.95	0.00	716.05	2.05 %
<b>Department: 5700 - Public Facilities Total:</b>		<b>868,478.00</b>	<b>917,044.17</b>	<b>57,237.06</b>	<b>298,275.14</b>	<b>69,513.01</b>	<b>549,256.02</b>	<b>59.89 %</b>
<b>Department: 5800 - Sanitation</b>								
<a href="#">100-5800-020</a>	SALARIES & WAGES	337,046.00	322,046.00	27,843.09	118,392.88	0.00	203,653.12	63.24 %
<a href="#">100-5800-035</a>	OVERTIME SALARIES	1,005.00	1,005.00	62.12	108.71	0.00	896.29	89.18 %
<a href="#">100-5800-039</a>	LONGEVITY CONTRIBUTION	5,901.00	4,438.00	4,437.34	4,437.34	0.00	0.66	0.01 %
<a href="#">100-5800-050</a>	FICA	26,312.00	26,312.00	2,463.04	10,610.09	0.00	15,701.91	59.68 %
<a href="#">100-5800-060</a>	GROUP INSURANCE CONTRIBUTION	81,168.00	81,168.00	3,832.40	28,235.29	0.00	52,932.71	65.21 %
<a href="#">100-5800-070</a>	RETIREMENT CONTRIBUTION	75,153.00	75,153.00	7,066.82	30,595.21	0.00	44,557.79	59.29 %
<a href="#">100-5800-071</a>	401K CONTRIBUTION	17,192.00	17,192.00	1,395.25	6,779.35	0.00	10,412.65	60.57 %
<a href="#">100-5800-110</a>	TELEPHONE & POSTAGE	3,400.00	3,400.00	456.12	1,140.30	0.00	2,259.70	66.46 %
<a href="#">100-5800-160</a>	EQUIPMENT MAINTENANCE & REPAIRS	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
<a href="#">100-5800-170</a>	VEHICLE MAINTENANCE & REPAIRS	191,500.00	191,500.00	4,386.80	72,116.11	83,112.23	36,271.66	18.94 %
<a href="#">100-5800-310</a>	FUEL	70,000.00	70,000.00	7,290.27	31,551.36	34,048.43	4,400.21	6.29 %
<a href="#">100-5800-330</a>	DEPARTMENTAL SUPPLIES	17,600.00	17,600.00	83.84	1,965.48	2,371.00	13,263.52	75.36 %
<a href="#">100-5800-331</a>	ROLL-OUT GARBAGE CANS	32,000.00	36,500.00	0.00	34,696.90	352.00	1,451.10	3.98 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-5800-360</a>	EMPLOYEE UNIFORMS & ACCESSORIES	8,500.00	8,500.00	100.00	2,208.59	5,868.34	423.07	4.98 %
<a href="#">100-5800-420</a>	MATERIAL HAULING & DISPOSAL	554,000.00	569,000.00	39,861.67	194,108.88	310,891.12	64,000.00	11.25 %
<a href="#">100-5800-450</a>	MISCELLANEOUS	16,000.00	16,000.00	0.00	0.00	0.00	16,000.00	100.00 %
<a href="#">100-5800-530</a>	DUES & SUBSCRIPTIONS	700.00	700.00	0.00	0.00	0.00	700.00	100.00 %
<a href="#">100-5800-740</a>	CAPITAL OUTLAY - VEHICLES	320,000.00	326,025.00	0.00	311,206.00	13,000.00	1,819.00	0.56 %
<b>Department: 5800 - Sanitation Total:</b>		<b>1,759,477.00</b>	<b>1,768,539.00</b>	<b>99,278.76</b>	<b>848,152.49</b>	<b>449,643.12</b>	<b>470,743.39</b>	<b>26.62 %</b>
<b>Department: 6200 - Recreation and Parks</b>								
<a href="#">100-6200-020</a>	SALARIES & WAGES	536,890.00	536,890.00	56,738.86	215,124.97	0.00	321,765.03	59.93 %
<a href="#">100-6200-030</a>	PART-TIME SALARIES	110,711.00	110,711.00	6,262.50	44,603.13	0.00	66,107.87	59.71 %
<a href="#">100-6200-039</a>	LONGEVITY CONTRIBUTION	15,885.00	15,885.00	14,507.34	14,507.34	0.00	1,377.66	8.67 %
<a href="#">100-6200-045</a>	CAR ALLOWANCE	3,672.00	3,672.00	423.69	1,977.22	0.00	1,694.78	46.15 %
<a href="#">100-6200-046</a>	CELL PHONE STIPEND	540.00	540.00	45.00	270.00	0.00	270.00	50.00 %
<a href="#">100-6200-050</a>	FICA	50,757.00	50,757.00	5,952.26	23,806.69	0.00	26,950.31	53.10 %
<a href="#">100-6200-060</a>	GROUP INSURANCE CONTRIBUTION	103,292.00	103,292.00	6,257.44	36,104.26	0.00	67,187.74	65.05 %
<a href="#">100-6200-070</a>	RETIREMENT CONTRIBUTION	120,899.00	120,899.00	15,567.30	57,984.38	0.00	62,914.62	52.04 %
<a href="#">100-6200-071</a>	401K CONTRIBUTION	27,715.00	27,715.00	2,836.95	12,543.46	0.00	15,171.54	54.74 %
<a href="#">100-6200-100</a>	PROFESSIONAL SERVICES	100,000.00	105,100.00	1,500.00	12,175.00	10,925.00	82,000.00	78.02 %
<a href="#">100-6200-110</a>	TELEPHONE & POSTAGE	18,250.00	18,250.00	2,130.33	7,863.62	2,004.72	8,381.66	45.93 %
<a href="#">100-6200-130</a>	UTILITIES	104,500.00	104,500.00	4,876.55	27,608.83	0.00	76,891.17	73.58 %
<a href="#">100-6200-131</a>	BALLFIELD LIGHTS	35,250.00	35,250.00	1,985.67	9,854.26	0.00	25,395.74	72.04 %
<a href="#">100-6200-140</a>	SCHOOLS & CONFERENCES	12,000.00	12,000.00	0.00	2,060.78	0.00	9,939.22	82.83 %
<a href="#">100-6200-150</a>	BUILDING & GROUNDS MAINTENANCE	188,500.00	181,467.79	12,536.61	63,270.47	55,981.24	62,216.08	34.28 %
<a href="#">100-6200-160</a>	EQUIPMENT MAINTENANCE & REPAIRS	18,500.00	18,500.00	83.00	3,310.67	0.00	15,189.33	82.10 %
<a href="#">100-6200-170</a>	VEHICLE MAINTENANCE & REPAIRS	12,750.00	12,750.00	23.09	299.87	1,659.20	10,790.93	84.63 %
<a href="#">100-6200-265</a>	SOCIAL MEDIA & MARKETING	21,500.00	21,500.00	459.00	4,712.17	2,430.30	14,357.53	66.78 %
<a href="#">100-6200-310</a>	FUEL	12,650.00	12,650.00	1,597.36	6,408.55	4,780.63	1,460.82	11.55 %
<a href="#">100-6200-330</a>	DEPARTMENTAL SUPPLIES	38,000.00	38,000.00	2,389.95	13,715.65	16,037.77	8,246.58	21.70 %
<a href="#">100-6200-332</a>	ATHLETIC PROGRAMS	52,450.00	52,450.00	880.00	11,903.63	11,885.70	28,660.67	54.64 %
<a href="#">100-6200-340</a>	TECHNOLOGY SERVICES & SUPPLIES	18,000.00	35,947.96	5,091.92	25,718.29	6,390.99	3,838.68	10.68 %
<a href="#">100-6200-360</a>	EMPLOYEE UNIFORMS & ACCESSORIES	5,800.00	5,800.00	54.00	530.30	0.00	5,269.70	90.86 %
<a href="#">100-6200-390</a>	SMALL EQUIPMENT	39,600.00	39,600.00	0.00	7,602.56	2,380.00	29,617.44	74.79 %
<a href="#">100-6200-450</a>	MISCELLANEOUS	65,500.00	44,395.00	2,461.94	10,404.18	31,087.95	2,902.87	6.54 %
<a href="#">100-6200-530</a>	DUES & SUBSCRIPTIONS	14,236.00	14,236.00	0.00	1,984.85	0.00	12,251.15	86.06 %
<a href="#">100-6200-570</a>	SPECIAL ACTIVITIES	89,250.00	89,250.00	5,116.71	37,200.25	4,000.00	48,049.75	53.84 %
<a href="#">100-6200-571</a>	SUMMER CAMPS	10,000.00	10,000.00	0.00	8,730.76	2,500.00	-1,230.76	-12.31 %
<a href="#">100-6200-572</a>	SPORTS HALL OF FAME GALA	10,000.00	11,814.67	0.00	0.00	1,814.67	10,000.00	84.64 %
<a href="#">100-6200-720</a>	CAPITAL OUTLAY - BUILDINGS	0.00	11,875.00	0.00	11,315.22	0.00	559.78	4.71 %
<a href="#">100-6200-721</a>	CAPITAL OUTLAY - MACC RENOVATIO	70,000.00	100,457.78	0.00	28,531.88	11,097.73	60,828.17	60.55 %
<a href="#">100-6200-730</a>	CAPITAL OUTLAY - OTHER	27,000.00	25,500.00	0.00	0.00	25,133.61	366.39	1.44 %
<a href="#">100-6200-737</a>	CAPITAL - FIRST STREET POCKET P	0.00	101,266.55	0.00	15,237.24	10,862.55	75,166.76	74.23 %
<a href="#">100-6200-738</a>	CAPITAL OUTLAY - CATES FARM PARK	15,000.00	15,000.00	0.00	0.00	6,994.00	8,006.00	53.37 %



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<a href="#">100-6200-739</a>	CAPITAL OUTLAY - LAKE MICHAEL	45,426.00	20,426.00	0.00	12,443.80	2,500.00	5,482.20	26.84 %
<a href="#">100-6200-744</a>	LEBANON RD/LAKE MICHAEL CONNECTOR	165,000.00	165,000.00	0.00	0.00	0.00	165,000.00	100.00 %
<a href="#">100-6200-745</a>	YOUTH/WALKER & OLD REC UPDATES	256,000.00	307,000.00	0.00	93,720.00	98,780.00	114,500.00	37.30 %
<a href="#">100-6200-750</a>	CAPITAL OUTLAY - EQUIPMENT	62,500.00	60,000.00	0.00	0.00	59,913.80	86.20	0.14 %
<b>Department: 6200 - Recreation and Parks Total:</b>		<b>2,478,023.00</b>	<b>2,640,347.75</b>	<b>149,777.47</b>	<b>823,524.28</b>	<b>369,159.86</b>	<b>1,447,663.61</b>	<b>54.83 %</b>
<b>Department: 9000 - Non-Departmental</b>								
<a href="#">100-9000-060</a>	GROUP INSURANCE CONTRIBUTION	209,629.00	209,629.00	13,931.61	76,237.78	18,220.40	115,170.82	54.94 %
<a href="#">100-9000-070</a>	RETIREMENT CONTRIBUTION	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00 %
<a href="#">100-9000-080</a>	UNEMPLOYMENT INSURANCE CONTRIBU	20,000.00	20,000.00	254.56	254.56	0.00	19,745.44	98.73 %
<a href="#">100-9000-332</a>	WEBSITE HOSTING	5,000.00	5,000.00	0.00	2,205.00	0.00	2,795.00	55.90 %
<a href="#">100-9000-334</a>	TRAIN COLLECTION EXPENSES	10,000.00	10,000.00	0.00	1,185.47	0.00	8,814.53	88.15 %
<a href="#">100-9000-540</a>	PROPERTY & GENERAL LIABILITY IN	500,700.00	522,064.00	0.00	340,300.64	37,264.00	144,499.36	27.68 %
<a href="#">100-9000-680</a>	ALAMANCE COUNTY ARTS COUNCIL SU	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00	0.00 %
<a href="#">100-9000-681</a>	ACTA SUBSIDY	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00	0.00 %
<a href="#">100-9000-682</a>	MEBANE HISTORICAL MUSEUM SUBSID	39,700.00	39,700.00	0.00	19,850.00	19,850.00	0.00	0.00 %
<a href="#">100-9000-685</a>	UNITED WAY DONATION	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00 %
<b>Department: 9000 - Non-Departmental Total:</b>		<b>906,529.00</b>	<b>927,893.00</b>	<b>14,186.17</b>	<b>440,033.45</b>	<b>96,834.40</b>	<b>391,025.15</b>	<b>42.14 %</b>
<b>Department: 9001 - Debt Service</b>								
<a href="#">100-9001-810</a>	PRINCIPAL - 2008 ISSUE (REC & C	213,334.00	213,334.00	106,666.67	106,666.67	0.00	106,667.33	50.00 %
<a href="#">100-9001-818</a>	PRINCIPAL - FIRE STATION BB&T	173,334.00	173,334.00	0.00	86,666.67	0.00	86,667.33	50.00 %
<a href="#">100-9001-819</a>	PRINCIPAL - FIRE STATION PEMC	140,889.00	140,889.00	140,888.88	140,888.88	0.00	0.12	0.00 %
<a href="#">100-9001-820</a>	PRINCIPAL - NEW PARK	388,667.00	388,667.00	0.00	388,666.66	0.00	0.34	0.00 %
<a href="#">100-9001-821</a>	PRINCIPAL - FIRE TRUCK 2017	46,833.00	46,833.00	0.00	46,833.00	0.00	0.00	0.00 %
<a href="#">100-9001-822</a>	PRINCIPAL - FIRE RADIOS	86,375.00	86,375.00	0.00	43,187.30	0.00	43,187.70	50.00 %
<a href="#">100-9001-823</a>	PRINCIPAL - POLICE VEHICLES 2019	53,294.00	53,294.00	0.00	26,646.80	0.00	26,647.20	50.00 %
<a href="#">100-9001-824</a>	PRINCIPAL - POLICE RADIOS 2019 Firstbank	93,800.00	93,800.00	0.00	46,900.00	0.00	46,900.00	50.00 %
<a href="#">100-9001-826</a>	PRINCIPAL - NEW PW TRUCKS	86,100.00	86,100.00	0.00	43,050.00	0.00	43,050.00	50.00 %
<a href="#">100-9001-828</a>	PRINCIPAL - FY22 VEHICLE & APPARATUS	133,176.00	133,176.00	0.00	0.00	0.00	133,176.00	100.00 %
<a href="#">100-9001-850</a>	INTEREST - 2008 ISSUE (REC & CI	13,142.00	13,142.00	7,509.33	7,509.33	0.00	5,632.67	42.86 %
<a href="#">100-9001-858</a>	INTEREST - FIRE STATION BB&T	38,151.00	38,151.00	0.00	19,690.67	0.00	18,460.33	48.39 %
<a href="#">100-9001-859</a>	INTEREST - NEW PARK	103,794.00	103,794.00	0.00	106,438.54	0.00	-2,644.54	-2.55 %
<a href="#">100-9001-860</a>	INTEREST - FIRE TRUCK 2017	1,998.00	1,998.00	0.00	0.00	0.00	1,998.00	100.00 %
<a href="#">100-9001-861</a>	INTEREST - FIRE RADIOS	3,835.00	3,835.00	0.00	1,198.44	0.00	2,636.56	68.75 %
<a href="#">100-9001-862</a>	INTEREST - POLICE VEHICLES 2019	6,468.00	6,468.00	0.00	2,096.84	0.00	4,371.16	67.58 %
<a href="#">100-9001-863</a>	INTEREST - POLICE RADIOS 2019	12,833.00	12,833.00	0.00	3,619.64	0.00	9,213.36	71.79 %
<a href="#">100-9001-865</a>	INTEREST - NEW PW TRUCKS	4,988.00	4,988.00	0.00	2,640.47	0.00	2,347.53	47.06 %
<a href="#">100-9001-867</a>	INTEREST - FY22 VEHICLE & APPARATUS	18,991.00	18,991.00	0.00	0.00	0.00	18,991.00	100.00 %
<b>Department: 9001 - Debt Service Total:</b>		<b>1,620,002.00</b>	<b>1,620,002.00</b>	<b>255,064.88</b>	<b>1,072,699.91</b>	<b>0.00</b>	<b>547,302.09</b>	<b>33.78 %</b>
<b>Expense Total:</b>		<b>25,445,340.00</b>	<b>26,832,605.28</b>	<b>2,459,704.47</b>	<b>10,325,226.74</b>	<b>3,558,488.86</b>	<b>12,948,889.68</b>	<b>48.26 %</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-52,360.26</b>	<b>3,525,661.17</b>	<b>-3,558,488.86</b>	<b>-32,827.69</b>	<b>0.00 %</b>

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 211 - Cates Farm Park</b>								
<b>Revenue</b>								
<a href="#">211-3910-000</a>	TRANSFER FROM GENERAL FUND	0.00	680,961.00	0.00	84,822.75	0.00	-596,138.25	87.54 %
<b>Revenue Total:</b>		<b>0.00</b>	<b>680,961.00</b>	<b>0.00</b>	<b>84,822.75</b>	<b>0.00</b>	<b>-596,138.25</b>	<b>87.54 %</b>
<b>Expense</b>								
<b>Department: 6200 - Recreation and Parks</b>								
<a href="#">211-6200-100</a>	PROFESSIONAL SERVICES	0.00	888.25	0.00	0.00	0.00	888.25	100.00 %
<a href="#">211-6200-107</a>	DESIGN & ENGINEERING	0.00	25,500.00	0.00	0.00	0.00	25,500.00	100.00 %
<a href="#">211-6200-722</a>	CONSTRUCTION ADMINISTRATION	0.00	18,250.00	0.00	0.00	0.00	18,250.00	100.00 %
<a href="#">211-6200-730</a>	CONSTRUCTION	0.00	636,322.75	0.00	84,822.75	1,500.00	550,000.00	86.43 %
<b>Department: 6200 - Recreation and Parks Total:</b>		<b>0.00</b>	<b>680,961.00</b>	<b>0.00</b>	<b>84,822.75</b>	<b>1,500.00</b>	<b>594,638.25</b>	<b>87.32 %</b>
<b>Expense Total:</b>		<b>0.00</b>	<b>680,961.00</b>	<b>0.00</b>	<b>84,822.75</b>	<b>1,500.00</b>	<b>594,638.25</b>	<b>87.32 %</b>
<b>Fund: 211 - Cates Farm Park Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,500.00</b>	<b>-1,500.00</b>	<b>0.00 %</b>
<b>Fund: 300 - Utility Fund</b>								
<b>Revenue</b>								
<a href="#">300-3391-000</a>	REVENUE SHARING CONTRA (NCCP)	-81,000.00	-81,000.00	0.00	-26,167.36	0.00	54,832.64	32.31 %
<a href="#">300-3447-000</a>	ENGINEERING CONST INSP FEE	281,545.00	281,545.00	0.00	58,782.50	0.00	-222,762.50	79.12 %
<a href="#">300-3448-820</a>	DEVELOPMENT FEES	160,000.00	160,000.00	136,220.00	215,790.00	0.00	55,790.00	134.87 %
<a href="#">300-3501-820</a>	WATER SALES	3,531,600.00	3,531,600.00	292,742.73	2,005,838.99	0.00	-1,525,761.01	43.20 %
<a href="#">300-3502-830</a>	SEWER SALES	3,877,600.00	3,877,600.00	302,810.95	1,918,485.44	0.00	-1,959,114.56	50.52 %
<a href="#">300-3503-820</a>	WATER TAPS	8,000.00	8,000.00	0.00	4,800.00	0.00	-3,200.00	40.00 %
<a href="#">300-3504-830</a>	SEWER TAPS	8,000.00	8,000.00	0.00	9,679.00	0.00	1,679.00	120.99 %
<a href="#">300-3710-000</a>	INTEREST EARNINGS	20,000.00	20,000.00	0.00	0.00	0.00	-20,000.00	100.00 %
<a href="#">300-3812-000</a>	MISCELLANEOUS REVENUES	10,000.00	10,000.00	540.00	5,081.68	0.00	-4,918.32	49.18 %
<a href="#">300-3820-000</a>	LATE FEES	55,000.00	55,000.00	6,990.00	36,470.00	0.00	-18,530.00	33.69 %
<a href="#">300-3830-820</a>	WATER RECONNECTIONS	9,500.00	9,500.00	300.00	1,700.00	0.00	-7,800.00	82.11 %
<a href="#">300-3832-830</a>	ORANGE COUNTY CAPACITY RESERVATI	50,000.00	50,000.00	0.00	0.00	0.00	-50,000.00	100.00 %
<a href="#">300-3836-000</a>	FIRE FLOW TEST FEES	10,000.00	10,000.00	0.00	4,800.00	0.00	-5,200.00	52.00 %
<a href="#">300-3841-000</a>	SALE OF FIXED ASSETS	2,500.00	2,500.00	0.00	0.00	0.00	-2,500.00	100.00 %
<a href="#">300-3846-000</a>	SALE OF MATERIALS	175,000.00	175,000.00	12,177.00	86,554.52	0.00	-88,445.48	50.54 %
<a href="#">300-3883-830</a>	INDUSTRIAL WASTE MONITORING FEE	4,000.00	4,000.00	3,365.50	3,365.50	0.00	-634.50	15.86 %
<a href="#">300-3939-000</a>	TRANSFER FROM UTILITY CAPITAL RESERVE	500,000.00	500,000.00	0.00	0.00	0.00	-500,000.00	100.00 %
<a href="#">300-3974-721</a>	TRANSFER FROM WRRF RENOVATION PROJECT ORDINANCE	0.00	0.00	0.00	583,000.00	0.00	583,000.00	0.00 %
<a href="#">300-3980-000</a>	DEBT PROCEEDS	123,000.00	4,794,058.20	0.00	4,794,058.26	0.00	0.06	100.00 %
<a href="#">300-3990-000</a>	APPROPRIATED FUND BALANCE	1,633,407.00	1,956,468.00	0.00	0.00	0.00	-1,956,468.00	100.00 %
<b>Revenue Total:</b>		<b>10,378,152.00</b>	<b>15,372,271.20</b>	<b>755,146.18</b>	<b>9,702,238.53</b>	<b>0.00</b>	<b>-5,670,032.67</b>	<b>36.88 %</b>
<b>Expense</b>								
<b>Department: 8100 - Admin, Meters and Billing</b>								
<a href="#">300-8100-020</a>	SALARIES & WAGES	181,022.00	181,022.00	5,035.55	20,450.61	0.00	160,571.39	88.70 %
<a href="#">300-8100-039</a>	LONGEVITY CONTRIBUTION	1,756.00	1,756.00	436.42	436.42	0.00	1,319.58	75.15 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">300-8100-050</a>	FICA	13,450.00	13,450.00	625.11	1,771.59	0.00	11,678.41	86.83 %
<a href="#">300-8100-060</a>	GROUP INSURANCE CONTRIBUTION	9,763.00	9,763.00	684.76	4,204.79	0.00	5,558.21	56.93 %
<a href="#">300-8100-070</a>	RETIREMENT CONTRIBUTION	38,416.00	38,416.00	1,195.63	5,179.50	0.00	33,236.50	86.52 %
<a href="#">300-8100-071</a>	401K CONTRIBUTION	8,791.00	8,791.00	251.79	1,163.42	0.00	7,627.58	86.77 %
<a href="#">300-8100-099</a>	INDIRECT TO UTILITY (CONTRA)	708,191.00	708,191.00	168,058.45	168,058.45	0.00	540,132.55	76.27 %
<a href="#">300-8100-110</a>	TELEPHONE & POSTAGE	28,000.00	28,000.00	2,322.37	11,328.62	16,671.38	0.00	0.00 %
<a href="#">300-8100-120</a>	BANK CHARGES	75,000.00	75,000.00	11,915.13	32,951.77	0.00	42,048.23	56.06 %
<a href="#">300-8100-160</a>	EQUIPMENT MAINTENANCE & REPAIRS	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
<a href="#">300-8100-330</a>	DEPARTMENTAL SUPPLIES	1,000.00	1,000.00	0.00	225.25	0.00	774.75	77.48 %
<a href="#">300-8100-340</a>	TECHNOLOGY SERVICES & SUPPLIES	9,900.00	9,900.00	0.00	4,068.62	2,000.00	3,831.38	38.70 %
<a href="#">300-8100-450</a>	MISCELLANEOUS	89,300.00	90,550.00	3,664.55	32,625.59	58,360.13	-435.72	-0.48 %
<a href="#">300-8100-730</a>	CAPITAL OUTLAY - OTHER	700,000.00	700,000.00	393,080.44	595,106.42	58,110.00	46,783.58	6.68 %
<b>Department: 8100 - Admin, Meters and Billing Total:</b>		<b>1,866,589.00</b>	<b>1,867,839.00</b>	<b>587,270.20</b>	<b>877,571.05</b>	<b>135,141.51</b>	<b>855,126.44</b>	<b>45.78 %</b>
<b>Department: 8200 - Utility Maintenance</b>								
<a href="#">300-8200-020</a>	SALARIES & WAGES	720,860.00	720,860.00	72,437.97	283,073.28	0.00	437,786.72	60.73 %
<a href="#">300-8200-030</a>	PART-TIME SALARIES	5,100.00	5,100.00	0.00	2,376.60	0.00	2,723.40	53.40 %
<a href="#">300-8200-035</a>	OVERTIME SALARIES	49,000.00	49,000.00	2,807.87	23,492.31	0.00	25,507.69	52.06 %
<a href="#">300-8200-039</a>	LONGEVITY CONTRIBUTION	14,885.00	14,885.00	14,406.78	14,406.78	0.00	478.22	3.21 %
<a href="#">300-8200-045</a>	CAR ALLOWANCE	3,672.00	3,672.00	423.69	1,977.22	0.00	1,694.78	46.15 %
<a href="#">300-8200-046</a>	CELL PHONE STIPEND	1,620.00	1,620.00	45.00	45.00	0.00	1,575.00	97.22 %
<a href="#">300-8200-050</a>	FICA	55,703.00	55,703.00	6,806.45	27,409.42	0.00	28,293.58	50.79 %
<a href="#">300-8200-060</a>	GROUP INSURANCE CONTRIBUTION	139,040.00	139,040.00	9,737.60	56,850.87	0.00	82,189.13	59.11 %
<a href="#">300-8200-070</a>	RETIREMENT CONTRIBUTION	157,982.00	157,982.00	19,589.05	78,783.37	0.00	79,198.63	50.13 %
<a href="#">300-8200-071</a>	401K CONTRIBUTION	36,152.00	36,152.00	3,762.30	17,308.06	0.00	18,843.94	52.12 %
<a href="#">300-8200-100</a>	PROFESSIONAL SERVICES	130,000.00	140,100.00	4,835.00	41,824.38	14,435.50	83,840.12	59.84 %
<a href="#">300-8200-110</a>	TELEPHONE & POSTAGE	13,100.00	13,100.00	1,510.58	4,750.30	357.84	7,991.86	61.01 %
<a href="#">300-8200-130</a>	UTILITIES	100,600.00	100,600.00	5,493.89	33,702.70	0.00	66,897.30	66.50 %
<a href="#">300-8200-140</a>	SCHOOLS & CONFERENCES	6,000.00	6,000.00	54.63	1,721.96	0.00	4,278.04	71.30 %
<a href="#">300-8200-150</a>	BUILDING & GROUNDS MAINTENANCE	7,500.00	7,800.00	46.99	1,032.08	71.50	6,696.42	85.85 %
<a href="#">300-8200-153</a>	STREET MAINTENANCE & REPAIR	25,000.00	25,000.00	0.00	713.79	10,286.21	14,000.00	56.00 %
<a href="#">300-8200-157</a>	FIRE HYDRANT MAINTENANCE & REPA	42,000.00	42,000.00	1,750.00	1,750.00	33,250.00	7,000.00	16.67 %
<a href="#">300-8200-160</a>	EQUIPMENT MAINTENANCE & REPAIRS	102,000.00	99,462.65	6,071.92	41,718.14	22,630.21	35,114.30	35.30 %
<a href="#">300-8200-161</a>	INFRASTRUCTURE MAINTENANCE & REPA	555,000.00	555,000.00	0.00	16,500.00	0.00	538,500.00	97.03 %
<a href="#">300-8200-170</a>	VEHICLE MAINTENANCE & REPAIRS	30,500.00	30,500.00	3,144.48	6,853.12	0.00	23,646.88	77.53 %
<a href="#">300-8200-260</a>	ADVERTISING	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
<a href="#">300-8200-310</a>	FUEL	22,500.00	22,500.00	1,117.80	4,824.75	10,877.89	6,797.36	30.21 %
<a href="#">300-8200-330</a>	DEPARTMENTAL SUPPLIES	139,800.00	146,101.00	1,389.36	55,647.96	70,660.54	19,792.50	13.55 %
<a href="#">300-8200-332</a>	CHEMICALS	130,000.00	130,000.00	18,054.00	92,718.00	37,282.00	0.00	0.00 %
<a href="#">300-8200-340</a>	TECHNOLOGY SERVICES & SUPPLIES	23,000.00	23,000.00	0.00	18,142.67	3,224.70	1,632.63	7.10 %
<a href="#">300-8200-360</a>	EMPLOYEE UNIFORMS & ACCESSORIES	19,700.00	19,700.00	2,053.48	6,970.81	8,942.67	3,786.52	19.22 %
<a href="#">300-8200-390</a>	SMALL EQUIPMENT	1,500.00	4,287.35	0.00	1,033.80	2,786.84	466.71	10.89 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">300-8200-430</a>	GRAHAM SEWER SERVICES	20,000.00	20,000.00	0.00	3,997.87	0.00	16,002.13	80.01 %
<a href="#">300-8200-450</a>	MISCELLANEOUS	128,100.00	128,714.34	27,075.78	38,009.92	16,568.00	74,136.42	57.60 %
<a href="#">300-8200-452</a>	LABORATORY SERVICES	0.00	2,000.00	560.00	1,520.00	480.00	0.00	0.00 %
<a href="#">300-8200-454</a>	SCADA SERVICES	0.00	7,740.00	0.00	0.00	0.00	7,740.00	100.00 %
<a href="#">300-8200-480</a>	PURCHASE OF WATER	780,000.00	780,000.00	145,659.56	347,786.19	0.00	432,213.81	55.41 %
<a href="#">300-8200-530</a>	DUES & SUBSCRIPTIONS	15,565.00	15,565.00	360.00	8,976.85	0.00	6,588.15	42.33 %
<a href="#">300-8200-730</a>	CAPITAL OUTLAY - OTHER	604,500.00	823,500.00	3,216.81	3,216.81	193,947.50	626,335.69	76.06 %
<a href="#">300-8200-733</a>	CAPITAL OUTLAY - GKN PUMP STATION RE-ROUTE	0.00	1,900,000.00	5,049.00	22,608.75	26,891.25	1,850,500.00	97.39 %
<a href="#">300-8200-740</a>	CAPITAL OUTLAY - VEHICLES	123,000.00	123,000.00	0.00	0.00	117,739.80	5,260.20	4.28 %
<a href="#">300-8200-750</a>	CAPITAL OUTLAY - EQUIPMENT	36,600.00	44,505.66	0.00	0.00	27,905.66	16,600.00	37.30 %
<b>Department: 8200 - Utility Maintenance Total:</b>		<b>4,240,479.00</b>	<b>6,394,690.00</b>	<b>357,459.99</b>	<b>1,261,743.76</b>	<b>598,338.11</b>	<b>4,534,608.13</b>	<b>70.91 %</b>
<b>Department: 8280 - Engineering</b>								
<a href="#">300-8280-102</a>	CITY ENGINEER	94,000.00	134,000.00	16,582.47	52,695.72	76,304.28	5,000.00	3.73 %
<a href="#">300-8280-103</a>	TECHNICAL REVIEW	28,000.00	28,000.00	1,705.27	5,378.53	22,621.47	0.00	0.00 %
<a href="#">300-8280-104</a>	CONSTRUCTION INSPECTION	130,000.00	130,000.00	17,814.72	51,314.48	78,685.52	0.00	0.00 %
<a href="#">300-8280-105</a>	MISC ENGINEERING SERVICES	33,000.00	33,000.00	11,139.22	22,286.74	10,713.26	0.00	0.00 %
<b>Department: 8280 - Engineering Total:</b>		<b>285,000.00</b>	<b>325,000.00</b>	<b>47,241.68</b>	<b>131,675.47</b>	<b>188,324.53</b>	<b>5,000.00</b>	<b>1.54 %</b>
<b>Department: 8300 - Water Resource Recovery Facility</b>								
<a href="#">300-8300-020</a>	SALARIES & WAGES	570,390.00	570,390.00	51,026.68	212,967.31	0.00	357,422.69	62.66 %
<a href="#">300-8300-030</a>	PART-TIME SALARIES	12,240.00	12,240.00	356.51	1,386.96	0.00	10,853.04	88.67 %
<a href="#">300-8300-035</a>	OVERTIME SALARIES	18,920.00	18,920.00	3,135.95	7,166.98	0.00	11,753.02	62.12 %
<a href="#">300-8300-039</a>	LONGEVITY CONTRIBUTION	13,618.00	13,618.00	12,271.58	12,271.58	0.00	1,346.42	9.89 %
<a href="#">300-8300-045</a>	CAR ALLOWANCE	3,672.00	3,672.00	423.69	1,977.22	0.00	1,694.78	46.15 %
<a href="#">300-8300-046</a>	CELL PHONE STIPEND	1,080.00	1,080.00	135.00	765.00	0.00	315.00	29.17 %
<a href="#">300-8300-050</a>	FICA	45,382.00	45,382.00	4,944.62	19,272.19	0.00	26,109.81	57.53 %
<a href="#">300-8300-060</a>	GROUP INSURANCE CONTRIBUTION	79,341.00	79,341.00	4,850.08	29,681.09	0.00	49,659.91	62.59 %
<a href="#">300-8300-070</a>	RETIREMENT CONTRIBUTION	126,946.00	126,946.00	14,515.85	57,679.29	0.00	69,266.71	54.56 %
<a href="#">300-8300-071</a>	401K CONTRIBUTION	29,050.00	29,050.00	2,708.14	12,585.29	0.00	16,464.71	56.68 %
<a href="#">300-8300-100</a>	PROFESSIONAL SERVICES	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
<a href="#">300-8300-110</a>	TELEPHONE & POSTAGE	7,671.00	7,671.00	1,557.42	3,672.39	1,860.40	2,138.21	27.87 %
<a href="#">300-8300-130</a>	UTILITIES	178,980.00	178,980.00	10,167.45	64,002.02	0.00	114,977.98	64.24 %
<a href="#">300-8300-140</a>	SCHOOLS & CONFERENCES	3,200.00	3,200.00	0.00	1,378.57	0.00	1,821.43	56.92 %
<a href="#">300-8300-150</a>	BUILDINGS & GROUNDS MAINTENANCE	7,775.00	32,730.00	1,040.00	16,824.99	3,451.59	12,453.42	38.05 %
<a href="#">300-8300-160</a>	EQUIPMENT MAINTENANCE & REPAIRS	188,800.00	175,675.00	7,495.42	31,188.92	7,913.50	136,572.58	77.74 %
<a href="#">300-8300-170</a>	VEHICLE MAINTENANCE & REPAIRS	950.00	950.00	0.00	128.09	500.00	321.91	33.89 %
<a href="#">300-8300-260</a>	ADVERTISING	100.00	100.00	63.04	95.69	0.00	4.31	4.31 %
<a href="#">300-8300-310</a>	FUEL	3,100.00	3,100.00	82.43	834.52	2,265.37	0.11	0.00 %
<a href="#">300-8300-330</a>	DEPARTMENTAL SUPPLIES	41,740.00	41,740.00	2,849.03	15,016.76	15,647.48	11,075.76	26.54 %
<a href="#">300-8300-332</a>	CHEMICALS	95,000.00	95,000.00	1,659.10	20,162.22	51,038.97	23,798.81	25.05 %
<a href="#">300-8300-340</a>	TECHNOLOGY SERVICES & SUPPLIES	2,300.00	2,300.00	0.00	1,455.74	0.00	844.26	36.71 %
<a href="#">300-8300-350</a>	SOFTWARE LICENSING	1,400.00	1,400.00	1,350.00	1,350.00	0.00	50.00	3.57 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">300-8300-360</a>	EMPLOYEE UNIFORMS & ACCESSORIES	4,400.00	4,400.00	90.86	1,558.81	2,486.18	355.01	8.07 %
<a href="#">300-8300-390</a>	SMALL EQUIPMENT	16,800.00	16,800.00	0.00	5,281.78	3,181.79	8,336.43	49.62 %
<a href="#">300-8300-450</a>	MISCELLANEOUS	530,520.00	505,565.00	124.30	118,682.14	319,876.46	67,006.40	13.25 %
<a href="#">300-8300-452</a>	LABORATORY SERVICES	31,100.00	31,100.00	4,752.00	11,439.00	18,561.00	1,100.00	3.54 %
<a href="#">300-8300-454</a>	SCADA SERVICES	31,200.00	31,200.00	130.00	3,069.25	1,306.78	26,823.97	85.97 %
<a href="#">300-8300-530</a>	DUES & SUBSCRIPTIONS	12,490.00	12,490.00	0.00	11,180.00	0.00	1,310.00	10.49 %
<a href="#">300-8300-730</a>	CAPITAL OUTLAY - OTHER	94,883.00	116,658.00	40,305.12	40,305.12	48,217.50	28,135.38	24.12 %
<a href="#">300-8300-750</a>	CAPITAL OUTLAY - EQUIPMENT	0.00	18,950.00	0.00	0.00	18,950.00	0.00	0.00 %
<b>Department: 8300 - Water Resource Recovery Facility Total:</b>		<b>2,163,048.00</b>	<b>2,190,648.00</b>	<b>166,034.27</b>	<b>703,378.92</b>	<b>495,257.02</b>	<b>992,012.06</b>	<b>45.28 %</b>
<b>Department: 9300 - Utility Non-Departmental</b>								
<a href="#">300-9300-100</a>	PROFESSIONAL SERVICES	130,000.00	174,930.35	0.00	53,637.12	0.00	121,293.23	69.34 %
<a href="#">300-9300-540</a>	PROPERTY & LIABILITY INSURANCE	62,000.00	62,000.00	0.00	10,547.84	0.00	51,452.16	82.99 %
<a href="#">300-9300-833</a>	PRINCIPAL - 2007 ISSUE (SE PUMP	133,334.00	133,334.00	0.00	66,666.67	0.00	66,667.33	50.00 %
<a href="#">300-9300-834</a>	PRINCIPAL - 2009 DENR WATER QUALITY LOAN	4,806.00	4,806.00	0.00	0.00	0.00	4,806.00	100.00 %
<a href="#">300-9300-835</a>	PRINCIPAL - WATER UPGRADE/EXENS	302,000.00	3,015,000.00	0.00	3,015,000.00	0.00	0.00	0.00 %
<a href="#">300-9300-836</a>	WATER PLANT CAPACITY PAYMENT	127,403.00	127,403.00	0.00	127,403.00	0.00	0.00	0.00 %
<a href="#">300-9300-837</a>	PRINCIPAL - GRAHAM SEWER CAPACI	200,000.00	200,000.00	0.00	200,000.00	0.00	0.00	0.00 %
<a href="#">300-9300-838</a>	PRINCIPAL - WRRF FY22 REVENUE BONDS	620,000.00	620,000.00	0.00	0.00	0.00	620,000.00	100.00 %
<a href="#">300-9300-839</a>	PRINCIPAL - FY22 VEHICLES & APPARATUS	12,300.00	12,300.00	0.00	0.00	0.00	12,300.00	100.00 %
<a href="#">300-9300-881</a>	INTEREST - WATER UPGRADE/EXPANS	74,464.00	87,591.85	0.00	52,322.91	0.00	35,268.94	40.27 %
<a href="#">300-9300-883</a>	INTEREST - 2007 ISSUE (SE PUMP	3,850.00	3,850.00	0.00	2,566.66	0.00	1,283.34	33.33 %
<a href="#">300-9300-885</a>	INTEREST - WRRF FY22 REVENUE BONDS	151,125.00	151,125.00	0.00	0.00	0.00	151,125.00	100.00 %
<a href="#">300-9300-886</a>	INTEREST - FY22 VEHICLES & APPARATUS	1,754.00	1,754.00	0.00	0.00	0.00	1,754.00	100.00 %
<b>Department: 9300 - Utility Non-Departmental Total:</b>		<b>1,823,036.00</b>	<b>4,594,094.20</b>	<b>0.00</b>	<b>3,528,144.20</b>	<b>0.00</b>	<b>1,065,950.00</b>	<b>23.20 %</b>
<b>Expense Total:</b>		<b>10,378,152.00</b>	<b>15,372,271.20</b>	<b>1,158,006.14</b>	<b>6,502,513.40</b>	<b>1,417,061.17</b>	<b>7,452,696.63</b>	<b>48.48 %</b>
<b>Fund: 300 - Utility Fund Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-402,859.96</b>	<b>3,199,725.13</b>	<b>-1,417,061.17</b>	<b>1,782,663.96</b>	<b>0.00 %</b>
<b>Fund: 350 - American Rescue Plan Grant Project Ordinance</b>								
<b>Revenue</b>								
<a href="#">350-3291-000</a>	ARP GRANT PROCEEDS	0.00	5,182,478.00	0.00	2,591,328.92	0.00	-2,591,149.08	50.00 %
<b>Revenue Total:</b>		<b>0.00</b>	<b>5,182,478.00</b>	<b>0.00</b>	<b>2,591,328.92</b>	<b>0.00</b>	<b>-2,591,149.08</b>	<b>50.00 %</b>
<b>Expense</b>								
<b>Department: 8200 - Utility Maintenance</b>								
<a href="#">350-8200-000</a>	UNASSIGNED	0.00	1,872,478.00	0.00	0.00	0.00	1,872,478.00	100.00 %
<b>Department: 8200 - Utility Maintenance Total:</b>		<b>0.00</b>	<b>1,872,478.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,872,478.00</b>	<b>100.00 %</b>
<b>Department: 9300 - Utility Non-Departmental</b>								
<a href="#">350-9300-722</a>	TRANSFER TO WRRF EXPANSION CAPITAL PROJECT FUND	0.00	3,310,000.00	0.00	0.00	0.00	3,310,000.00	100.00 %
<b>Department: 9300 - Utility Non-Departmental Total:</b>		<b>0.00</b>	<b>3,310,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,310,000.00</b>	<b>100.00 %</b>
<b>Expense Total:</b>		<b>0.00</b>	<b>5,182,478.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,182,478.00</b>	<b>100.00 %</b>
<b>Fund: 350 - American Rescue Plan Grant Project Ordinance Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,591,328.92</b>	<b>0.00</b>	<b>2,591,328.92</b>	<b>0.00 %</b>

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 390 - Utility Capital Reserve</b>								
<b>Revenue</b>								
<a href="#">390-3401-000</a>	System Development Fees - Water	290,000.00	290,000.00	36,409.00	191,976.00	0.00	-98,024.00	33.80 %
<a href="#">390-3402-000</a>	System Development Fees - Sewer	817,000.00	817,000.00	83,817.00	466,376.00	0.00	-350,624.00	42.92 %
<a href="#">390-3710-000</a>	INTEREST EARNINGS	2,500.00	2,500.00	0.00	0.00	0.00	-2,500.00	100.00 %
	<b>Revenue Total:</b>	<b>1,109,500.00</b>	<b>1,109,500.00</b>	<b>120,226.00</b>	<b>658,352.00</b>	<b>0.00</b>	<b>-451,148.00</b>	<b>40.66 %</b>
<b>Expense</b>								
<b>Department: 8900 - UTILITY CAPITAL RESERVE</b>								
<a href="#">390-8900-900</a>	UTILITY CAPITAL RESERVE	609,500.00	609,500.00	0.00	0.00	0.00	609,500.00	100.00 %
	<b>Department: 8900 - UTILITY CAPITAL RESERVE Total:</b>	<b>609,500.00</b>	<b>609,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>609,500.00</b>	<b>100.00 %</b>
<b>Department: 9302 - Transfers and Other Uses</b>								
<a href="#">390-9302-937</a>	TRANSFER TO UTILITY CAPITAL FUND	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00	100.00 %
	<b>Department: 9302 - Transfers and Other Uses Total:</b>	<b>500,000.00</b>	<b>500,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>500,000.00</b>	<b>100.00 %</b>
	<b>Expense Total:</b>	<b>1,109,500.00</b>	<b>1,109,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,109,500.00</b>	<b>100.00 %</b>
	<b>Fund: 390 - Utility Capital Reserve Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>120,226.00</b>	<b>658,352.00</b>	<b>0.00</b>	<b>658,352.00</b>	<b>0.00 %</b>
<b>Fund: 500 - CDBG Mebane Mill Lofts</b>								
<b>Revenue</b>								
<a href="#">500-3710-000</a>	INTEREST EARNINGS	0.00	0.00	0.00	2,426.00	0.00	2,426.00	0.00 %
<a href="#">500-3815-000</a>	PROGRAM REVENUE	0.00	0.00	0.00	11,500.00	0.00	11,500.00	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,926.00</b>	<b>0.00</b>	<b>13,926.00</b>	<b>0.00 %</b>
	<b>Fund: 500 - CDBG Mebane Mill Lofts Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,926.00</b>	<b>0.00</b>	<b>13,926.00</b>	<b>0.00 %</b>
<b>Fund: 721 - WRRF Renovation</b>								
<b>Revenue</b>								
<a href="#">721-3980-000</a>	DEBT PROCEEDS	0.00	8,901,941.74	0.00	8,901,941.74	0.00	0.00	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>8,901,941.74</b>	<b>0.00</b>	<b>8,901,941.74</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Expense</b>								
<b>Department: 8117 - WRRF UPGRADE PROJECT 721</b>								
<a href="#">721-8117-100</a>	PROFESSIONAL SERVICES	0.00	101,283.74	0.00	101,283.51	0.00	0.23	0.00 %
<a href="#">721-8117-107</a>	DESIGN AND ENGINEERING	0.00	555,285.00	0.00	555,284.67	0.00	0.33	0.00 %
<a href="#">721-8117-722</a>	CONSTRUCTION ADMINISTRATION	0.00	536,390.00	0.00	0.00	541,390.00	-5,000.00	-0.93 %
<a href="#">721-8117-730</a>	CONSTRUCTION	0.00	6,927,000.00	0.00	0.00	6,927,000.00	0.00	0.00 %
<a href="#">721-8117-750</a>	EQUIPMENT	0.00	523,750.00	0.00	523,750.00	0.00	0.00	0.00 %
<a href="#">721-8117-900</a>	CONTINGENCY	0.00	258,233.00	0.00	0.00	0.00	258,233.00	100.00 %
	<b>Department: 8117 - WRRF UPGRADE PROJECT 721 Total:</b>	<b>0.00</b>	<b>8,901,941.74</b>	<b>0.00</b>	<b>1,180,318.18</b>	<b>7,468,390.00</b>	<b>253,233.56</b>	<b>2.84 %</b>
	<b>Expense Total:</b>	<b>0.00</b>	<b>8,901,941.74</b>	<b>0.00</b>	<b>1,180,318.18</b>	<b>7,468,390.00</b>	<b>253,233.56</b>	<b>2.84 %</b>
	<b>Fund: 721 - WRRF Renovation Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7,721,623.56</b>	<b>-7,468,390.00</b>	<b>253,233.56</b>	<b>0.00 %</b>

**Budget Report**

For Fiscal: 2021-2022 Period Ending: 12/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 722 - WRRF 0.5 MGD Expansion</b>								
<b>Revenue</b>								
<a href="#">722-3930-831</a>	TRANSFER FROM ARPA GRANT PROJECT FUND	0.00	3,310,000.00	0.00	0.00	0.00	-3,310,000.00	100.00 %
<b>Revenue Total:</b>		<b>0.00</b>	<b>3,310,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-3,310,000.00</b>	<b>100.00 %</b>
<b>Expense</b>								
<b>Department: 8117 - WRRF UPGRADE PROJECT 721</b>								
<a href="#">722-8117-107</a>	DESIGN AND ENGINEERING	0.00	3,310,000.00	28,330.00	63,210.00	3,286,790.00	-40,000.00	-1.21 %
<a href="#">722-8117-722</a>	CONSTRUCTION ADMINISTRATION	0.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
<a href="#">722-8117-900</a>	CONTINGENCY	0.00	-5,000.00	0.00	0.00	0.00	-5,000.00	100.00 %
<b>Department: 8117 - WRRF UPGRADE PROJECT 721 Total:</b>		<b>0.00</b>	<b>3,310,000.00</b>	<b>28,330.00</b>	<b>63,210.00</b>	<b>3,286,790.00</b>	<b>-40,000.00</b>	<b>-1.21 %</b>
<b>Expense Total:</b>		<b>0.00</b>	<b>3,310,000.00</b>	<b>28,330.00</b>	<b>63,210.00</b>	<b>3,286,790.00</b>	<b>-40,000.00</b>	<b>-1.21 %</b>
<b>Fund: 722 - WRRF 0.5 MGD Expansion Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-28,330.00</b>	<b>-63,210.00</b>	<b>-3,286,790.00</b>	<b>-3,350,000.00</b>	<b>0.00 %</b>
<b>Report Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-363,324.22</b>	<b>17,647,406.78</b>	<b>-15,732,230.03</b>	<b>1,915,176.75</b>	<b>0.00 %</b>

Group Summary

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>							
<b>Revenue</b>							
	25,445,340.00	26,832,605.28	2,407,344.21	13,850,887.91	0.00	-12,981,717.37	48.38 %
<b>Revenue Surplus (Deficit):</b>	<b>25,445,340.00</b>	<b>26,832,605.28</b>	<b>2,407,344.21</b>	<b>13,850,887.91</b>	<b>0.00</b>	<b>-12,981,717.37</b>	<b>48.38 %</b>
<b>Expense</b>							
4100 - City Council	85,390.00	88,127.00	4,889.13	34,981.98	0.00	53,145.02	60.31 %
4200 - Administration	1,157,512.00	1,130,664.00	77,318.17	486,095.47	72,917.59	571,650.94	50.56 %
4400 - Finance	732,375.00	715,712.00	66,457.37	402,823.07	14,424.85	298,464.08	41.70 %
4800 - IT	758,084.00	788,925.87	50,962.21	313,406.52	116,074.73	359,444.62	45.56 %
4900 - Economic Development	1,695,800.00	1,745,800.00	0.00	0.00	70,000.00	1,675,800.00	95.99 %
5100 - Police	5,134,536.00	5,260,446.50	730,433.08	2,233,208.06	308,721.32	2,718,517.12	51.68 %
5300 - Fire	3,761,934.00	3,776,790.30	383,326.28	1,447,670.40	725,174.51	1,603,945.39	42.47 %
5400 - Planning	533,122.00	587,343.28	29,409.09	177,989.77	102,587.38	306,766.13	52.23 %
5410 - Main Street Program	151,810.00	151,810.00	8,893.60	31,259.77	38,676.64	81,873.59	53.93 %
5440 - Inspections	629,662.00	888,566.70	66,945.64	503,378.65	11,580.58	373,607.47	42.05 %
5480 - Engineering	445,500.00	445,500.00	85,964.93	246,155.80	199,344.20	0.00	0.00 %
5500 - Public Works	2,727,106.00	3,379,093.71	379,560.63	965,571.98	913,836.67	1,499,685.06	44.38 %
5700 - Public Facilities	868,478.00	917,044.17	57,237.06	298,275.14	69,513.01	549,256.02	59.89 %
5800 - Sanitation	1,759,477.00	1,768,539.00	99,278.76	848,152.49	449,643.12	470,743.39	26.62 %
6200 - Recreation and Parks	2,478,023.00	2,640,347.75	149,777.47	823,524.28	369,159.86	1,447,663.61	54.83 %
9000 - Non-Departmental	906,529.00	927,893.00	14,186.17	440,033.45	96,834.40	391,025.15	42.14 %
9001 - Debt Service	1,620,002.00	1,620,002.00	255,064.88	1,072,699.91	0.00	547,302.09	33.78 %
<b>Expense Total:</b>	<b>25,445,340.00</b>	<b>26,832,605.28</b>	<b>2,459,704.47</b>	<b>10,325,226.74</b>	<b>3,558,488.86</b>	<b>12,948,889.68</b>	<b>48.26 %</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-52,360.26</b>	<b>3,525,661.17</b>	<b>-3,558,488.86</b>	<b>-32,827.69</b>	<b>0.00 %</b>
<b>Fund: 211 - Cates Farm Park</b>							
<b>Revenue</b>							
	0.00	680,961.00	0.00	84,822.75	0.00	-596,138.25	87.54 %
<b>Revenue Surplus (Deficit):</b>	<b>0.00</b>	<b>680,961.00</b>	<b>0.00</b>	<b>84,822.75</b>	<b>0.00</b>	<b>-596,138.25</b>	<b>87.54 %</b>
<b>Expense</b>							
6200 - Recreation and Parks	0.00	680,961.00	0.00	84,822.75	1,500.00	594,638.25	87.32 %
<b>Expense Total:</b>	<b>0.00</b>	<b>680,961.00</b>	<b>0.00</b>	<b>84,822.75</b>	<b>1,500.00</b>	<b>594,638.25</b>	<b>87.32 %</b>
<b>Fund: 211 - Cates Farm Park Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,500.00</b>	<b>-1,500.00</b>	<b>0.00 %</b>
<b>Fund: 300 - Utility Fund</b>							
<b>Revenue</b>							
	10,378,152.00	15,372,271.20	755,146.18	9,702,238.53	0.00	-5,670,032.67	36.88 %
<b>Revenue Surplus (Deficit):</b>	<b>10,378,152.00</b>	<b>15,372,271.20</b>	<b>755,146.18</b>	<b>9,702,238.53</b>	<b>0.00</b>	<b>-5,670,032.67</b>	<b>36.88 %</b>



**Budget Report**

For Fiscal: 2021-2022 Period Ending: 12/31/2021

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense</b>							
8100 - Admin, Meters and Billing	1,866,589.00	1,867,839.00	587,270.20	877,571.05	135,141.51	855,126.44	45.78 %
8200 - Utility Maintenance	4,240,479.00	6,394,690.00	357,459.99	1,261,743.76	598,338.11	4,534,608.13	70.91 %
8280 - Engineering	285,000.00	325,000.00	47,241.68	131,675.47	188,324.53	5,000.00	1.54 %
8300 - Water Resource Recovery Facility	2,163,048.00	2,190,648.00	166,034.27	703,378.92	495,257.02	992,012.06	45.28 %
9300 - Utility Non-Departmental	1,823,036.00	4,594,094.20	0.00	3,528,144.20	0.00	1,065,950.00	23.20 %
<b>Expense Total:</b>	<b>10,378,152.00</b>	<b>15,372,271.20</b>	<b>1,158,006.14</b>	<b>6,502,513.40</b>	<b>1,417,061.17</b>	<b>7,452,696.63</b>	<b>48.48 %</b>
<b>Fund: 300 - Utility Fund Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-402,859.96</b>	<b>3,199,725.13</b>	<b>-1,417,061.17</b>	<b>1,782,663.96</b>	<b>0.00 %</b>
<b>Fund: 350 - American Rescue Plan Grant Project Ordinance</b>							
<b>Revenue</b>							
	0.00	5,182,478.00	0.00	2,591,328.92	0.00	-2,591,149.08	50.00 %
<b>Revenue Surplus (Deficit):</b>	<b>0.00</b>	<b>5,182,478.00</b>	<b>0.00</b>	<b>2,591,328.92</b>	<b>0.00</b>	<b>-2,591,149.08</b>	<b>50.00 %</b>
<b>Expense</b>							
8200 - Utility Maintenance	0.00	1,872,478.00	0.00	0.00	0.00	1,872,478.00	100.00 %
9300 - Utility Non-Departmental	0.00	3,310,000.00	0.00	0.00	0.00	3,310,000.00	100.00 %
<b>Expense Total:</b>	<b>0.00</b>	<b>5,182,478.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,182,478.00</b>	<b>100.00 %</b>
<b>Fund: 350 - American Rescue Plan Grant Project Ordinance Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,591,328.92</b>	<b>0.00</b>	<b>2,591,328.92</b>	<b>0.00 %</b>
<b>Fund: 390 - Utility Capital Reserve</b>							
<b>Revenue</b>							
	1,109,500.00	1,109,500.00	120,226.00	658,352.00	0.00	-451,148.00	40.66 %
<b>Revenue Surplus (Deficit):</b>	<b>1,109,500.00</b>	<b>1,109,500.00</b>	<b>120,226.00</b>	<b>658,352.00</b>	<b>0.00</b>	<b>-451,148.00</b>	<b>40.66 %</b>
<b>Expense</b>							
8900 - UTILITY CAPITAL RESERVE	609,500.00	609,500.00	0.00	0.00	0.00	609,500.00	100.00 %
9302 - Transfers and Other Uses	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00	100.00 %
<b>Expense Total:</b>	<b>1,109,500.00</b>	<b>1,109,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,109,500.00</b>	<b>100.00 %</b>
<b>Fund: 390 - Utility Capital Reserve Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>120,226.00</b>	<b>658,352.00</b>	<b>0.00</b>	<b>658,352.00</b>	<b>0.00 %</b>
<b>Fund: 500 - CDBG Mebane Mill Lofts</b>							
<b>Revenue</b>							
	0.00	0.00	0.00	13,926.00	0.00	13,926.00	0.00 %
<b>Revenue Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,926.00</b>	<b>0.00</b>	<b>13,926.00</b>	<b>0.00 %</b>
<b>Fund: 500 - CDBG Mebane Mill Lofts Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,926.00</b>	<b>0.00</b>	<b>13,926.00</b>	<b>0.00 %</b>
<b>Fund: 721 - WRRF Renovation</b>							
<b>Revenue</b>							
	0.00	8,901,941.74	0.00	8,901,941.74	0.00	0.00	0.00 %
<b>Revenue Surplus (Deficit):</b>	<b>0.00</b>	<b>8,901,941.74</b>	<b>0.00</b>	<b>8,901,941.74</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Expense</b>							
8117 - WRRF UPGRADE PROJECT 721	0.00	8,901,941.74	0.00	1,180,318.18	7,468,390.00	253,233.56	2.84 %

**Budget Report**

For Fiscal: 2021-2022 Period Ending: 12/31/2021

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense Total:</b>	<b>0.00</b>	<b>8,901,941.74</b>	<b>0.00</b>	<b>1,180,318.18</b>	<b>7,468,390.00</b>	<b>253,233.56</b>	<b>2.84 %</b>
<b>Fund: 721 - WRRF Renovation Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7,721,623.56</b>	<b>-7,468,390.00</b>	<b>253,233.56</b>	<b>0.00 %</b>
<b>Fund: 722 - WRRF 0.5 MGD Expansion</b>							
<b>Revenue</b>							
	0.00	3,310,000.00	0.00	0.00	0.00	-3,310,000.00	100.00 %
<b>Revenue Surplus (Deficit):</b>	<b>0.00</b>	<b>3,310,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-3,310,000.00</b>	<b>100.00 %</b>
<b>Expense</b>							
8117 - WRRF UPGRADE PROJECT 721	0.00	3,310,000.00	28,330.00	63,210.00	3,286,790.00	-40,000.00	-1.21 %
<b>Expense Total:</b>	<b>0.00</b>	<b>3,310,000.00</b>	<b>28,330.00</b>	<b>63,210.00</b>	<b>3,286,790.00</b>	<b>-40,000.00</b>	<b>-1.21 %</b>
<b>Fund: 722 - WRRF 0.5 MGD Expansion Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-28,330.00</b>	<b>-63,210.00</b>	<b>-3,286,790.00</b>	<b>-3,350,000.00</b>	<b>0.00 %</b>
<b>Report Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-363,324.22</b>	<b>17,647,406.78</b>	<b>-15,732,230.03</b>	<b>1,915,176.75</b>	<b>0.00 %</b>

**Fund Summary**

<b>Fund</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Encumbrances</b>	<b>Variance Favorable (Unfavorable)</b>
100 - General Fund	0.00	0.00	-52,360.26	3,525,661.17	-3,558,488.86	-32,827.69
211 - Cates Farm Park	0.00	0.00	0.00	0.00	-1,500.00	-1,500.00
300 - Utility Fund	0.00	0.00	-402,859.96	3,199,725.13	-1,417,061.17	1,782,663.96
350 - American Rescue Plan Grant	0.00	0.00	0.00	2,591,328.92	0.00	2,591,328.92
390 - Utility Capital Reserve	0.00	0.00	120,226.00	658,352.00	0.00	658,352.00
500 - CDBG Mebane Mill Lofts	0.00	0.00	0.00	13,926.00	0.00	13,926.00
721 - WRRF Renovation	0.00	0.00	0.00	7,721,623.56	-7,468,390.00	253,233.56
722 - WRRF 0.5 MGD Expansion	0.00	0.00	-28,330.00	-63,210.00	-3,286,790.00	-3,350,000.00
<b>Report Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-363,324.22</b>	<b>17,647,406.78</b>	<b>-15,732,230.03</b>	<b>1,915,176.75</b>



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## AGENDA ITEM #4

### Prayer Policy

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#### Meeting Date

February 7, 2022

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#### Presenter

Lawson Brown, City Attorney

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#### Public Hearing

Yes  No

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#### Summary

The recommended policy attached is presented as a policy that complies with the decisions of the United States Supreme Court and those of the federal Fourth Circuit of Appeals. Strong consideration was given to the School of Government discourse on the subject previously provided to Council. The recommended policy is based in large measure on the Supreme Court's decision in the Town of Greece case. I also considered the Rowan County cases heard by the Fourth Circuit.

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#### Background

The Council at its last meeting instructed me to draft a policy on prayer consistent with the federal judicial opinions on the subject.

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#### Financial Impact

N/A

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#### Recommendation

Staff recommends the adoption of the policy.

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#### Suggested Motion

I move that the City adopt the prayer policy as written.

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#### Attachments

1. Draft Prayer Policy

## POLICY REGARDING INVOCATIONS AT MEETINGS OF THE CITY COUNCIL

**WHEREAS**, The City Council of the City of Mebane (“the City Council”) is an elected legislative and deliberative public body, serving citizens of Mebane (both Alamance and Orange Counties), North Carolina; and

**WHEREAS**, the Council wishes to solemnize its proceedings by allowing for an invocation at the beginning of each meeting, for benefit and blessing of the City Council; and

**WHEREAS**, the City Council now desires to adopt this formal, written policy to clarify and codify its invocation practices; and

**WHEREAS**, the country’s Founders recognized that all individuals possess certain rights that cannot be awarded, surrendered, nor corrupted by human power, and the Founders explicitly attributed the origin of these, inalienable rights, to a Creator, which rights ultimately ensure the self-government manifest in deliberative bodies, upon which the Council desires to invoke divine guidance and blessing; and

**WHEREAS**, in *Marsh v. Chambers*, 463 U.S. 783 (1983) the United States Supreme Court validated the Nebraska Legislature’s practice of opening each day of its sessions with a prayer by a chaplain paid with taxpayer dollars, and specifically concluded, “The opening of sessions of legislative and other deliberative public bodies with prayer is deeply embedded in the history and tradition of this country. From colonial times through the founding of the Republic and ever since, the practice of legislative prayer has coexisted with the principles of disestablishment and religious freedom.” *Id.* at 786; and

**WHEREAS**, in *Town of Greece v. Galloway*, 134 S. Ct. 1811, 2014 WL 1757828 (May 5, 2014), the United States Supreme Court validated opening prayers at meetings of the Town Board finding that “legislative prayer lends gravity to public business, reminds lawmakers to transcend petty differences in pursuit of a higher purpose, and expresses a common aspiration to a just and peaceful society.” *Id.* at \*7; and

**WHEREAS**, the City Council desires to avail itself of the Supreme Court’s recognition that it is constitutionally permissible for a public body to “invoke divine guidance” on its work; and

**WHEREAS**, the Supreme Court has clarified that opening invocations are “meant to lend gravity to the occasion and reflect values long part of the Nation’s heritage” and should not show over time “that the invocations denigrate nonbelievers or religious minorities, threaten damnation, or preach conversion.” *Town of Greece*, 2014 WL 1757828, at \*11; and

**WHEREAS**, the City Council is not establishing a policy that defines the constitutional limits for permissible public invocations; rather this City Council intends to adopt guidelines that are consistent with the guidance provided by several courts (including North Carolina Fourth Circuit Court of Appeals, specifically *Lund vs. Rowan County*, North Carolina, 863 F. 3d 268 (4th Cir. 2017)) that have considered validity of public invocations; and

**WHEREAS**, numerous courts have approved an invocation practice that incorporates a neutral system to invite religious leaders from the local community and/or volunteers to provide an invocation before public meetings; and

**WHEREAS**, the City Council intends to adopt a policy that does not proselytize or advance any particular faith, or show any purposeful preference of one religious view to the exclusion of others; and

**WHEREAS**, the City Council intends to adopt a policy that will not show a purposeful preference of one religious view over another by not permitting the faith of the person offering the invocation to be considered when extending an invitation or scheduling participation; and

**WHEREAS**, the City Council believes that clergy that serve the local community are peculiarly suited through training, tradition, and public service to petition for divine guidance upon the deliberations of the City Council and to accomplish the City Council's objective to solemnize public occasions, express confidence in the future, and to encourage the recognition of what is worthy of appreciation in society; and

**WHEREAS**, the City Council accepts as binding the applicability of general principles of law and all the rights and obligations afforded under the United States and North Carolina State Constitutions and statutes.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mebane hereby adopts the following written policy regarding opening invocations before meetings of the City Council, to wit:

1. It is the intent of the City Council to allow a private citizen to solemnize the proceedings of the City Council. It is the policy of the City Council to allow for an invocation, which may include a prayer, a reflective moment of silence, or a short solemnizing message, to be offered before its meetings for the benefit of the City Council to accommodate the spiritual needs of the public officials.
2. No member of the City Council or any employee of the City or any other person in attendance at the meeting shall be required to participate in any prayer that is offered and such decision shall have no impact on the ability of the person to actively participate in the business of the City Council.
3. No member of the City Council or any employee of the City will direct the public to stand, bow, or in any way participate in the prayers; make public note of a person's presence or absence, attention or inattention during the invocation; or indicate that decisions of the City Council will in any way be influenced by a person's acquiescence in the prayer opportunity.
4. The invocation shall be voluntarily delivered by an appointed representative of a Religious Groups "List" for the City Council. To ensure that such person (the "invocation speaker") is selected from among a wide pool of representatives, on a rotating basis, the invocation speaker shall be selected according to the following procedure:
  - a. The City Clerk shall compile a database List of the assemblies with an established presence in the City that regularly meet for the primary purpose of sharing a religious perspective (herein referred to as a religious group).

- b. The List shall be compiled by using reasonable efforts, including research from the Internet, to identify all “churches”, “synagogues”, “congregations”, “temples”, “mosques” or other religious groups and assemblies in the City. All religious assemblies with an established presence in the City are eligible to be included in the List, and any such religious assembly can confirm its inclusion by specific written request to the Clerk.
- c. The policy is intended to be and shall be applied in a way that is all-inclusive of every diverse religious assembly serving the citizens of the City. The List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all of the community’s religious leaders, who may themselves choose whether to respond to the City Council’s invitation and participate. Should a question arise as to the authenticity of a religious assembly, the Clerk shall refer to criteria used by the Internal Revenue Service in its determination of those organization that would legitimately qualify for I.R.C. § 501(c)(3) tax-exempt status.
- d. The List shall also include any religious assembly located outside the City of Mebane if such assembly is regularly attended by at least one resident of the City of Mebane and such resident requests inclusion of the assembly by specific written communication to the Clerk.
- e. The List shall be updated, by reasonable efforts of the Clerk in October of each calendar year.
- f. At the November meeting of the City Council of each calendar year, the Clerk shall mail an invitation addressed to the “religious leader” of each entry on the List.
- g. The invitation shall be dated at the top of the page, signed by the Clerk at the bottom of the page, and read as follows:

*Dear Religious Leader,*

*The City Council of the City of Mebane makes it a policy to invite members of the clergy or religious representatives in the City of Mebane to voluntarily offer an invocation before the beginning of its meetings, for the benefit and blessing of the City Council. As a representative of one of the religious congregations with an established presence serving the local community you are eligible to offer this important service at an upcoming meeting of the City Council.*

*If you are willing to assist the City Council in this regard, please send a written reply at your earliest convenience to the Clerk at the address included on this letterhead. Representatives are scheduled on a first-come, first-serve basis. The anticipated dates of the City Council’s scheduled meetings for the upcoming year are listed in the following, attached page. If you have a preference among the dates, please stated that request in your written reply.*

*This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. To maintain a spirit of respect, the City Council requests only that the opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker or to disparage any faith or belief different than that of the invocation speaker.*

*On behalf of the City Council of the City of Mebane, I thank you in advance for considering this invitation.*

*Sincerely,  
Clerk to the City Council*

- h. The respondents to the invitation shall be scheduled on a first-come, first-serve basis to deliver the invocation.
  - i. In the event an eligible representative of a religious group serving the local community believes that the Clerk has not complied with the terms of this policy, the representative has the right to have the matter reviewed by the City Council.
5. No invocation speaker shall receive compensation for his or her service.
  6. No guidelines or limitations shall be issued regarding an invocation's content, except that the City Council shall request by the language of this policy that no invocation should proselytize or advance any faith, or disparage the religious faith or non-religious views of others.
  7. The Clerk shall make every reasonable effort to ensure a variety of eligible invocation speakers are scheduled for the City Council's meetings.
  8. Neither the City Council nor the Clerk shall engage in any prior inquiry, review of, or involvement in, the content of any invocation to be offered by an invocation speaker.
  9. This policy is not intended, and shall not be implemented or construed in any way, to affiliate the City Council with, nor express the City Council's preference for, any faith or religious denomination. Rather, this policy is intended to acknowledge and express the City Council's respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the City of Mebane.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that this policy shall become effective immediately upon adoption by the City Council.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2022.



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CLERK

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MAYOR

DRAFT



# AGENDA ITEM #5A

VAR 22-01

Variance –

Side Yard Accessory Structure

4746 Mrs. White Lane

(Continued)

### Presenter

Cy Stober, Development Director

### Applicant

Michael Pettiford  
4746 Mrs. White Lane  
Mebane, NC 27302

### Public Hearing

Yes  No

### Exhibit Map



### Property

4746 Mrs. White Lane  
Alamance County  
GPIN 9815935747

### Proposed Zoning

N/A

### Current Zoning

R-20

### Size

+/-2.77 ac

### Surrounding Zoning

R-20

### Surrounding Land Uses

Residential;  
Vacant

### Utilities

Present

### Floodplain

No

### Watershed

Yes

### City Limits

No

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### Summary

Michael Pettiford is requesting a variance for the property at 4746 Mrs. White Lane to allow for an accessory structure in the side yard. Per Article 4, Section 2.B.1(b), "...accessory structures shall be located in rear yards and shall be no closer than 10 feet to rear or side yard lines". The placement of Mr. Pettiford's residence on the property limits the ability to place the structure on this +/-2.77-acre property to less than a 0.5-acre area to the rear of the house. One of the two existing accessory structures on the property will be demolished to allow for this new, second accessory structure.

The applicant has requested that their variance request be withdrawn from consideration by the Board of Adjustment.

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### Financial Impact

N/A

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### Recommendation

N/A

Variance requests are at the discretion of the Board of Adjustment (BOA), as they represent a request for relief from the Mebane UDO due to a hardship with the properties. The undue burden placed by the hardship is the responsibility of the applicant to prove and the BOA to judge.

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### Suggested Motion

1. Motion to **approve** the variance request as presented due to the hardships present on this property.

**OR**

2. Motion to **deny** the variance request as presented.

---

### Attachments

1. Variance Request Application, with supporting materials
2. Email request to withdraw variance request



Application for Zoning Variance/Appeal  
City of Mebane

VARIANCE/APPEAL

A variance from the Mebane Zoning Ordinance or an appeal from the decisions of the Zoning Enforcement Officer may be taken to the Board of Adjustment by any person aggrieved, or by an officer, department, board or bureau of the City affected by such decision. Such appeal shall be taken within a reasonable time as provided by the rules of the board of Adjustment by filing with the Zoning Enforcement Officer a notice of appeal specifying the grounds thereof.

NOTICE

At least one week prior to the date of the hearing the City of Mebane shall mail a written notice of the bearing to all adjoining property owners and a suitable notice will be published in the local paper. Hearings are scheduled at the appropriate Mebane City Council meeting. The Mebane City Council meets the first Monday of each month.

A variance petition is hereby made to the Mebane Board of Adjustment as follows:

Name of Applicant: Michael Pettiford

Address of Applicant: 4746 Mrs. White Ln  
Mebane, NC 27302

Phone Number(s): 919-923-3577

Address and brief description of the property involved in the request: 4746 Mrs. White Ln, Mebane NC 27302. Rectangle shape parcel, house located on lower end of property.

Applicant's interest in the property (Owned, Leased, etc.): Owned

Type of Variance or Appeal and reason: \_\_\_\_\_

See Attached copies.

All applications should include:

1. A sketch or map of the property clearly illustrating the request
2. The current names and mailing addresses of anyone owning property within 300 feet of the subject property.
3. A fee of \$300 to cover administrative costs for residential and \$400 for non-residential.

Signed: Michael Pettiford

Date: 12/03/21

Type of Variance or Appeal and reason;

(1) Seeking to get approval for override ordinance for reasons listed

(2) Install metal building on side of the house on 4746 Mrs. White Lane due to the lay of the land.

(3) Land won't perk w/accumulation of water behind the house. Seeking approval due to time is of the essence

(4) Non Commercial usage strictly for storage and personal functions.



Owner Name: PETTIFORD MICHAEL WALLACE

4718 MRS WHITE LN  
MEBANE, NC 27302-9431  
GPIN: 9816966764  
PID: 10-1-8

- Address
- Tax Address
- Preliminary Address



Alamance County Tax Department  
December 1, 2021

Disclaimer: This map is not a legal document. It is for informational purposes only.



The following addresses are the neighbors within 300 square feet that need to be contacted regarding the variance application:

Wanda Holt  
4650 Mrs. White Lane  
Mebane, NC 27302

Wilson Fuller Jr  
4702 Mrs. White Lane  
Mebane, NC 27302

Donald Danley  
PO Box 593  
Elon, NC 27244

Travis McCoy  
4770 Mrs. White Lane  
Mebane, NC 27302

Pearl Holt Poole  
1715 Hwy 119 N  
Mebane, NC 27302

Michaela Haugabook  
4745 Mrs. White Lane  
Mebane, NC 27302

Kevin Jackson  
4701 Mrs. White Lane  
Mebane, NC 27302

Chrisopher Lamont Long  
4705 Mrs. White Lane  
Mebane, NC 27302

Russell Hunter  
4711 Mrs. White Lane  
Mebane, NC 27302

Kenneth Crawford  
1741 Hwy 119 N  
Mebane, NC 27302

Catherine Cornett  
PO BOX 483  
Mebane, NC 27302

Joshua D Moorhead  
100 Harbour Town Court  
Mebane, NC 27302

4710 MRS WHITE LN  
Owner Information:  
LAND MANAGEMENT 1ST INC  
PO BOX 1535  
GREENSBORO, NC 27402

PAYNE DAVID HOBART ETAL  
C/O DAVID H PAYNE  
INDUSTRIAL ORTH SPINE & SPORTS  
3943 IRVINE BLVD, 132  
IRVINE, CA 92602



**From:** [Marrius Pettiford](#)  
**To:** [Cy Stober](#)  
**Cc:** [mpsolo2@aol.com](mailto:mpsolo2@aol.com); [Michael pettiford](#); [Avante Brown](#)  
**Subject:** 4746 Mrs White Lane Variance Request  
**Date:** Tuesday, January 25, 2022 4:31:05 PM

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

Mr. Stober,

Based on the information about recombination of the property received at the January City Council Meeting, we are rescinding our variance appeal request for a garage to be built on the 4746 property.

We agree to work with you as indicated in the council meeting to establish a new property line through recombination or other acceptable method for the property on 4718 Mrs. White Lane. We look forward to working with you on our next steps.

If you would let me know any suggested dates or times to meet or if you prefer, please connect me to your administrative assistant.

Thanks

Marrius Pettiford, Ph.D.

--

**Marrius Pettiford, Ph.D**



# AGENDA ITEM #5B

RZ 22-02

SUP 22-01

Conditional Rezoning & Special Use Request –  
204 North Fifth Street

(Continuance Requested)

### Presenter

Cy Stober, Development Director

### Applicant

Carreno Developers, LLC

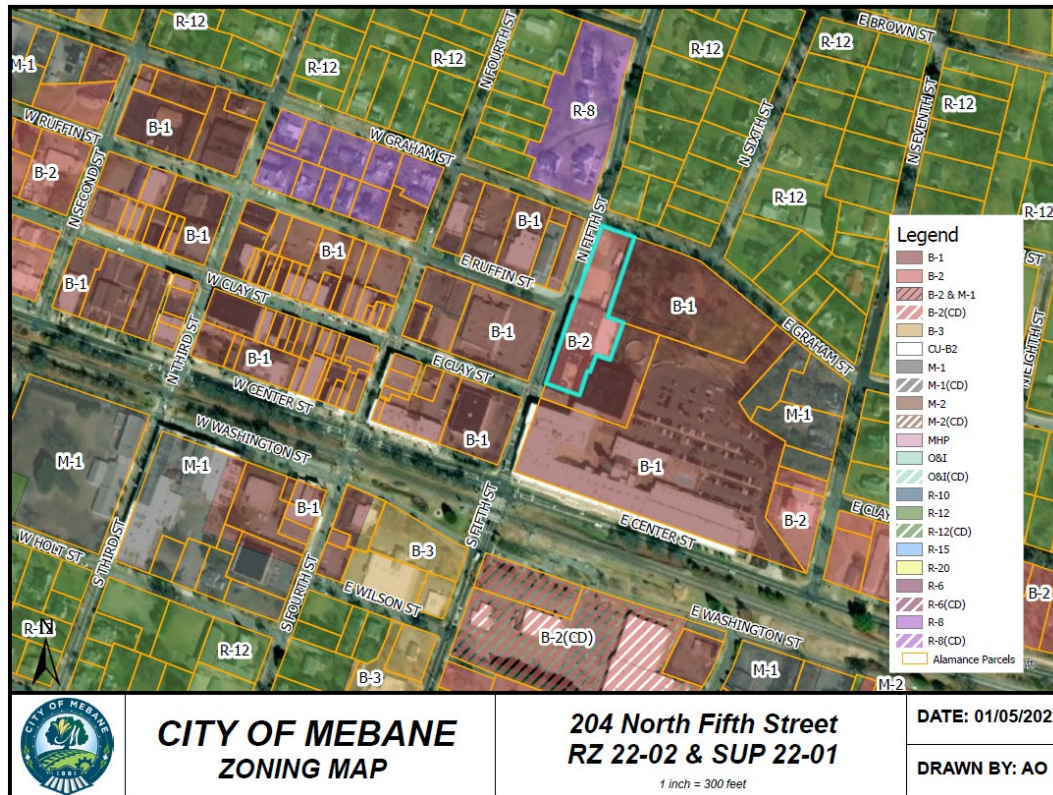
P.O. Box 2366

Chapel Hill, NC 27514

### Public Hearing

Yes  No  **Quasi-judicial**

### Zoning Map



### Property

204 North Fifth Street

Alamance County GPIN

9825145309

### Proposed Zoning

B-1(CD)

### Current Zoning

B-2

### Size

+/- 1.26 acres

### Surrounding Zoning

B-1, R-12, R-8

### Surrounding Land Uses

Commercial

Residential,

Self-Storage

Utilities

Present

Floodplain

No

Watershed

Yes

City Limits

Yes

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### Summary

Carreno Developers, LLC, is requesting a rezoning from B-2 (General Business) to B-1(CD) (Central Business, Conditional District) to bring the property into consistency with surrounding zoning and address existing land use and site nonconformities. Additionally, the applicant is applying for a Special Use Permit to allow for the existing Planned Multiple Occupancy Group, as specified in Section 4-7.14 (C) of the Mebane Unified Development Ordinance (UDO). The applicant is proposing a restricted menu of uses for this zoning district rather than requesting all by-right uses otherwise allowed in the B-1 district.

The applicant plans to renovate the existing structure and improve an underdeveloped and nonconforming parking lot. Two waivers from requirements of the Mebane UDO are requested:

- Waiver from the minimum required parking of 124 spaces, based upon the area of the retail and office space, with consideration for the provision of the Mebane UDO permitting deviations from parking requirements in the B-1 Central Business Zoning District
- Waiver from exterior building material standards to allow for the use of aluminum and steel on a portion of the building

No onsite amenities or dedications are proposed, though the applicant is pursuing an encroachment agreement with the City to address existing encroachments into the public right-of-way.

The Technical Review Committee (TRC) has reviewed the site plan two (2) times and the applicant revised the plans to reflect the comments.

As detailed in the Attachment 7, the applicant has requested a continuance of both public hearings.

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### Financial Impact

N/A, though development of the property will enhance its assessed tax value.

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### Recommendation

At their January 10, 2022, meeting, the Mebane Planning Board voted unanimously (8 – 0) to recommend approval of both the rezoning and special use requests.

The Planning staff has reviewed the request for harmony with the zoning of the surrounding area and consistency with the City's adopted plans and recommends approval of the rezoning. No disharmonies or conflicts with adopted City plans were identified.

---

### Suggested Motion

1. Motion to approve the B-1(CD) zoning as presented; **and**
2. Motion to approve the Special Use request for a Planned Multiple Occupancy Group as presented; **and**
3. Motion to find that the request is both reasonable and in the public interest because it finds that it:

- a. Will not materially endanger the public health or safety;
- b. Will not substantially injure the value of adjoining or abutting property;
- c. Will be in harmony with the area in which it is located; and
- d. Will be consistent with the objectives and goals in the City's adopted plans, including its *Downtown Vision Plan* and Comprehensive Land Development Plan *Mebane By Design*. Specifically, the request:
  - Is for a property within the City's G-1 Downtown, Mixed-Use Growth Area and promotes the City's support of "...a mix of stores, restaurants, old industrial, institutional, and residential land uses..." in the Downtown District (Mebane CLP, p.68);
  - Satisfies Growth Management Goal 1.1: "Encourage a variety of uses in growth strategy areas and in the downtown, promote/encourage a village concept that supports compact and walkable environments." (pp.17, 82);
  - Satisfies Growth Management Goal 1.2: "Continue to support historic Downtown Mebane's culture: aesthetics, walkability, bikeability, shopping, dining and housing options." (pp.17, 82); and
  - Is consistent with the goals and objectives of the City's adopted *Downtown Vision Plan*.

**OR**

4. Motion to **deny** the B-1(CD) rezoning as presented due to a lack of
  - a. Harmony with the surrounding zoning

**OR**

  - b. Consistency with the objectives and goals in the City's 2017 Comprehensive Land Development Plan *Mebane By Design* or any of the City's other adopted plans.
5. Motion to deny the special use permit as presented due to a failure to satisfy any one of the four criteria required for approval (**NOTE: criterion for failure must be specified**)

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**Attachments**

1. Zoning Amendment Application
2. Special Use Permit Application
3. Zoning Map
4. Site Plan
5. Planning Project Report

6. Technical Memorandum – City Engineering Review
7. Request for continuance to March 7 meeting



## APPLICATION FOR A ZONING AMENDMENT

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

Name of Applicant: Carreno Developers, LLC

Address of Applicant: P.O. Box 2366, Chapel Hill NC 27514

Address and brief description of property to be rezoned: 204 North Fifth St

GPIN# 9825-14-5309, Parcel ID 168397

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

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

Yes \_\_\_ Explain: \_\_\_\_\_ No X

Type of re-zoning requested: B-1 CU

Sketch attached: Yes X No \_\_\_\_\_

Reason for the requested re-zoning: To make the property more consistent with the adjacent zones.

Signed: \_\_\_\_\_

Date: 10/06/2021

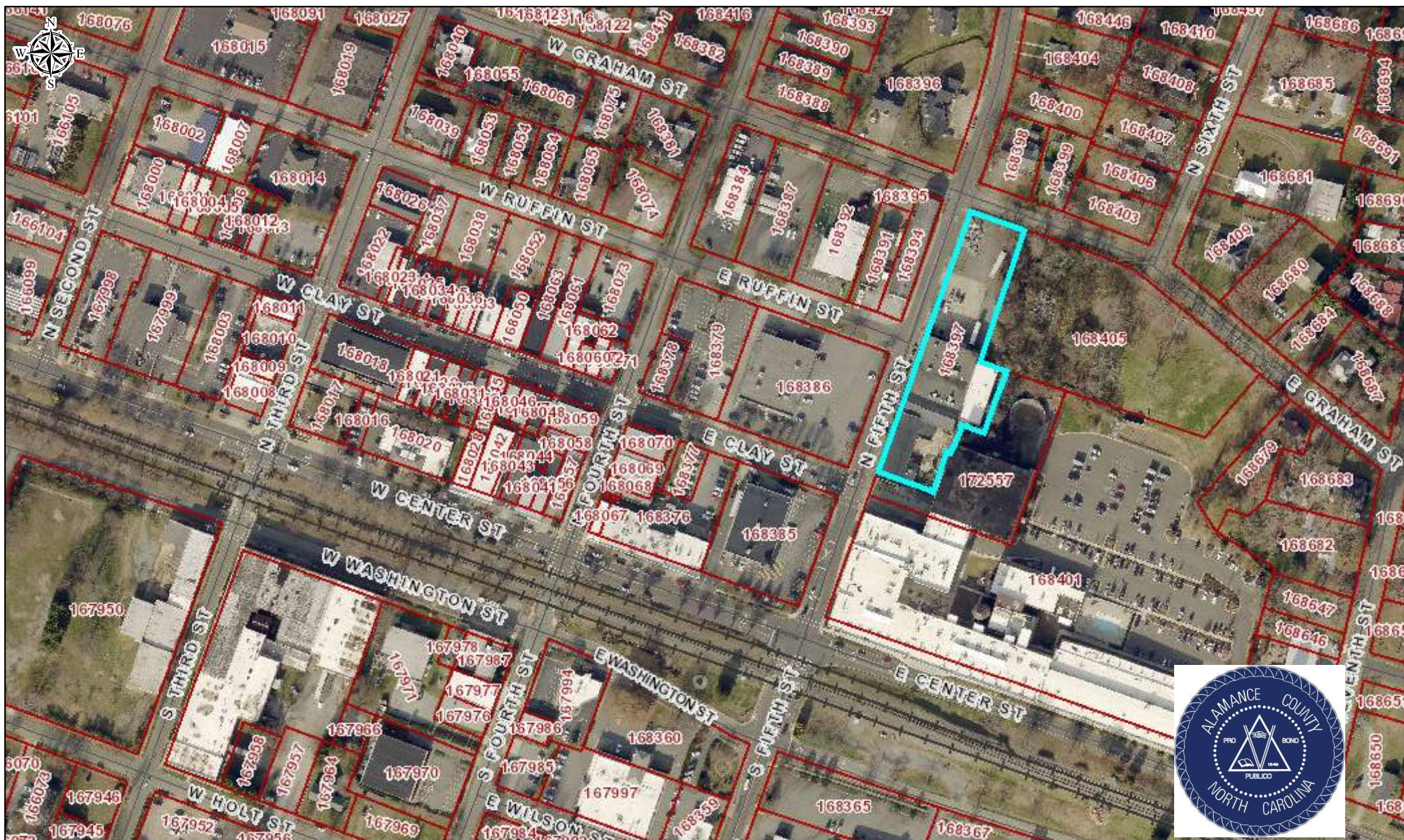
Action by Planning Board: \_\_\_\_\_

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

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

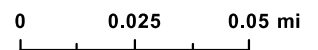
The following items should be included with the application for rezoning when it is returned:

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



Owner Name: CARRENO DEVELOPERS LLC

January 5, 2022



201 NORTH 4TH STREET SUITE 400  
 MEBANE, NC 27302  
 GPIN: 9825145309  
 PID: 202-797-1

Streets	— Private Roads	— 392 - TRAIL	— 395 - TRAIL
— Roads	— 390 - TRAIL	— 393 - TRAIL	— Railroads
— Preliminary Roads	— 391 - TRAIL	— 394 - TRAIL	— County Line

Alamance County GIS  
 Alamance County Tax Department

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

ALAMANCE COUNTY shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused; or any decision made or action taken or not taken by user in reliance upon any information or data furnished hereunder. The user knowingly waives any and all claims for damages against any and all of the entities comprising the Alamance County GIS System that may arise from the mapping data. Date: 1/5/2022

PRESENT AND FUTURE USES OF TENANT SPACES  
 AT 200, 202, AND 204 N. FIFTH STREET

Dec. 21, 2021

4-1-1 Permitted Use	Applicable Standards
RESIDENTIAL USE	
None	
ACCESSORY USES AND STRUCTURES	
Auytomatic Teller Machine	Z
Fence, Wall	Z
Satellite Dish Antenna	Z
Signs	Z
RECREATIONAL USES	
Billiard Parlor, Pool Hall	Z
Bingo Parlor	Z
Civic Social and Fraternal Clubs and Lodges	D
Coin-Operated Amusement, except Adult Arcade and Video Gaming Arcade	Z
Dance School, Music Instruction	Z
Physical Fitness Center, Training Center	Z
Private Club or Recreational Facility, Other	Z
Public Park or Recreational Facility, Other	Z
Sports and Recreation Club, Indoor	Z
EDUCATIONAL AND INSTITUTIONAL USES	
College, University, Technical Institute	Z
Day Care Center, Adult and Child, 5 or Less Clients (accessory use)	Z
Day Care Center, Adult and Child, 6-12 Clients (principal use)	Z
Day Care Center, Adult and Child, 13 or more Clients (principal use)	Z
Government Office	Z
Library	Z
Museum or Art Gallery	Z
Police Station	Z
Post Office	Z



PRESENT AND FUTURE USES OF TENANT SPACES  
 AT 200, 202, AND 204 N. FIFTH STREET

Dec. 21, 2021

4-1-1 Permitted Use	Applicable Standards
<b>BUSINESS, PROFESSIONAL, AND PERSONAL SERVICES</b>	
Bank, Savings and Loan, or Credit Union	Z
Barber Shop, Beauty Shop Cosmetic Tattoos	Z
Bicycle Repair	Z
Computer Maintenance and Repair	Z
Insurance Agency, no On-Site Claims Inspections	Z
Laundry or Dry Cleaning Retail Facility	Z
Locksmiths, Gunsmiths	Z
Martial Arts Instructional School	Z
Medical or Dental Laboratory	Z
Offices, General	Z
Office Uses not Listed Elsewhere	Z
Photocopying and Duplicating Services	Z
Photography, Commercial Studio	Z
Shoe Repair or Shoeshine Shop	Z
Stock, Security, and Commodity Brokers	Z
Watch, Clock , and Jewelry Repair	Z
<b>RETAIL TRADE</b>	
Antique Store	Z
Apparel and Accessory Store	Z
Appliance Store	Z
Arts and Crafts	Z
Bakery	Z
Tavern, Brewpub (Bar, Nightclub w/restricted hours)	Z
Bicycle Sales	Z
Bookstore	Z
Department, Variety, or General Merchandise	Z
Drugstore or Pharmacy	Z
Floor Covering, Drapery, or Upholstery	Z
Florist	Z
Food Stores	Z
Furniture Sales	Z
Hardware Store	Z
Home Furnishings, Miscellaneous	Z
Miscellaneous Shopping Goods Stores, not listed elsewhere	Z

PRESENT AND FUTURE USES OF TENANT SPACES  
 AT 200, 202, AND 204 N. FIFTH STREET

Dec. 21, 2021

4-1-1 Permitted Use	Applicable Standards
Newsstand	Z
Office Supplies and Equipment	Z
Optical Goods Sales	Z
Paint and Wallpaper Sales	Z
Used Merchandise Store	Z
Pet Store	Z
Radio, Television, Consumer Electronics, and Music Stores	Z
Retail Sales, Misc. not listed elsewhere	Z
Restaurant (w/o drive-through)	Z
<b>WHOLESALE TRADE</b>	
None	
<b>TRANSPORTATION, WAREHOUSING, AND UTILITIES</b>	
None	
<b>MANUFACTURING AND INDUSTRIAL USES</b>	
Jewelry and Silverware Fabrication, No Plating	Z
Printing and Publishing, incidental to a Newspaper Office	Z
<b>AGRICULTURAL USES</b>	
None	
<b>MINING USES</b>	
None	
<b>TEMPORARY USES</b>	
Arts and Crafts Show	Z
<b>MISCELLANEOUS USES</b>	

PRESENT AND FUTURE USES OF TENANT SPACES  
AT 200, 202, AND 204 N. FIFTH STREET

Dec. 21, 2021

4-1-1 Permitted Use	Applicable Standards
Planned Multiple Occupancy Group (Commercial, Office)	CC



**APPLICATION FOR A SPECIAL USE PERMIT**

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

Name of Applicant: Carreno Developers, LLC

Address of Applicant: P.O. Box 2366, Chapel Hill NC 27514

Address and brief description of property: 204 North Fifth St

GPIN# 9825-14-5309, Parcel ID 168397

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

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

Yes \_\_\_ Explain: \_\_\_\_\_ No X

Type of request: Special Use permit in conjunction with Re-zoning

Sketch attached: Yes X No \_\_\_\_\_

Reason for the request: UDO table 4-1-1, Planned Multiple Occupancy

Groups require a special use permit from City Council

Signed: \_\_\_\_\_

Date: 11/24/2021

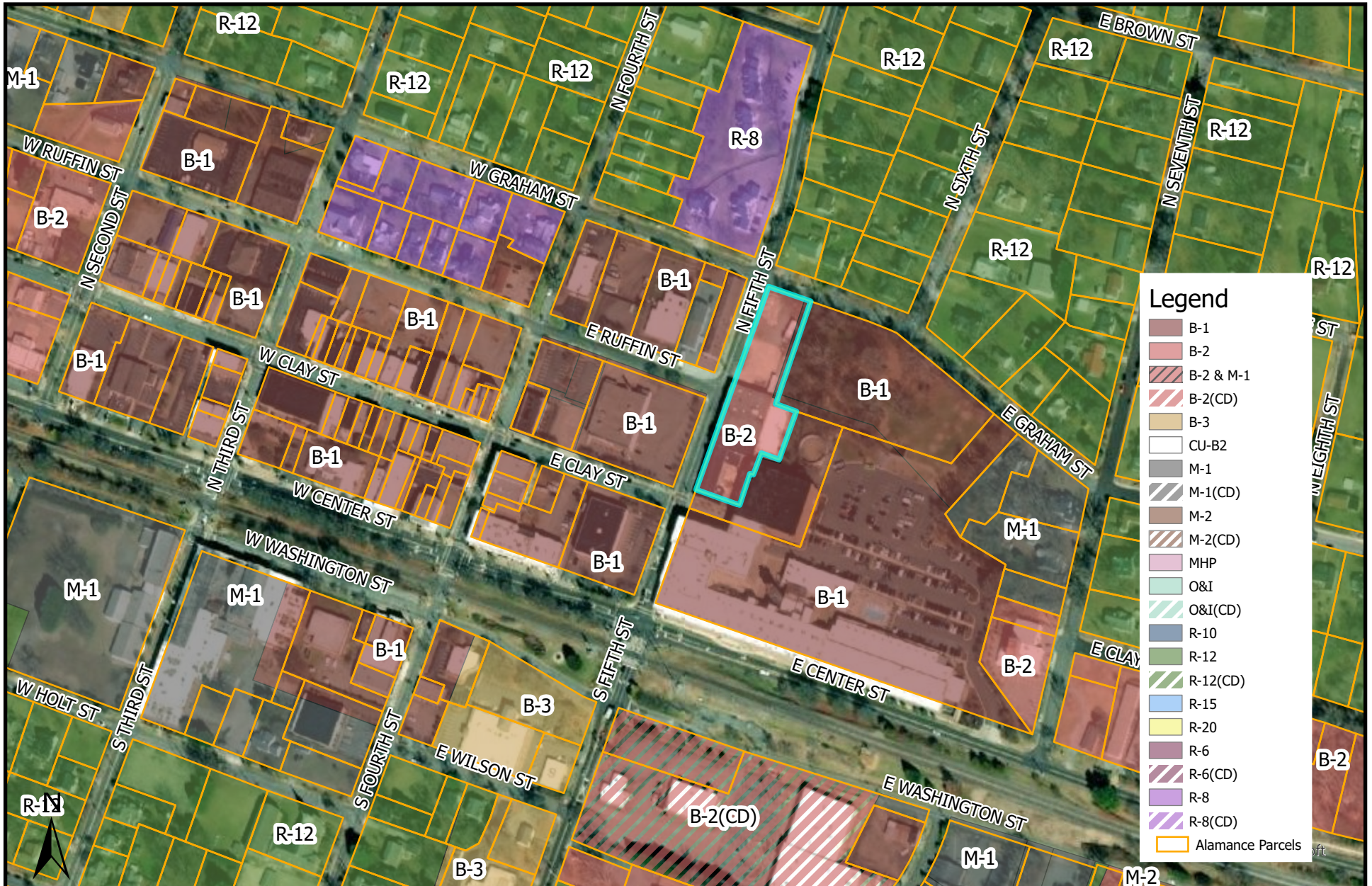
Action by Planning Board: \_\_\_\_\_

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

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

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

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



Legend	
	B-1
	B-2
	B-2 & M-1
	B-2(CD)
	B-3
	CU-B2
	M-1
	M-1(CD)
	M-2
	M-2(CD)
	MHP
	O&I
	O&I(CD)
	R-10
	R-12
	R-12(CD)
	R-15
	R-20
	R-6
	R-6(CD)
	R-8
	R-8(CD)
	Alamance Parcels



# CITY OF MEBANE ZONING MAP

**204 North Fifth Street  
RZ 22-02 & SUP 22-01**

1 inch = 300 feet

DATE: 01/05/2022

DRAWN BY: AO

# 204 NORTH FIFTH STREET

## MEBANE, NORTH CAROLINA 27302

**EarthCentric Engineering, Inc.**  
 License # C-2638



204 W. Clay Street  
 Mebane, NC 27302  
 Phone: (919) 563-9041  
 Fax: (919) 304-3234  
 E-Mail: Phil.Koch@EarthCentric.com

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**

PRINCIPAL ENGINEER  
 PHIL KOCH - NCEPE #22634

**204 NORTH FIFTH STREET**  
 MEBANE, NORTH CAROLINA 27302

**COVER SHEET**

**INDEX OF DRAWINGS:**  
 C1.0 COVER SHEET  
 C1.1 COVER SHEET  
 C2.0 EXISTING CONDITIONS & DEMOLITION PLAN  
 C3.1 SITE & LANDSCAPE PLAN  
 C5.1 GRADING & STORM DRAINAGE PLAN  
 C7.1 LIGHTING PLAN

A-1 LOWER LEVEL PLAN  
 A-2 UPPER LEVEL PLAN  
 A-3 EXTERIOR ELEVATIONS

**PROJECT INFORMATION & NOTES:**

**SITE ADDRESS:** 204 NORTH FIFTH STREET  
**SITE OWNER:** MEBANE, NC 27302  
 CARRENO DEVELOPERS, LLC  
 PO BOX 2366  
 CHAPEL HILL, NC 27514  
 PEDRO CARRENO, 516-967-5294  
 PC@INFINITORESOURCES.COM

**PIN# & PARCEL ID:** 9825-14-5309 // 168397  
**TOWNSHIP & COUNTY:** 10, MELVILLE, ALAMANCE COUNTY  
**OLD TAX ID:** 202-797-1  
**DEED REF:** BK: 3430, PG: 0190  
**PLAT REF:** BK: 31, PG: 174 // BK: 73, PG: 150

**EXISTING ZONING CODE:** B-2  
**ADJACENT ZONES:** B-1 (WEST, EAST & SOUTH) / R-12 (NORTH)  
**PROPOSED ZONE:** B-1 CONDITIONAL USE  
**SIZE:** 1.26 ACRES (54,699 SF) BY SURVEY

**RIVER BASIN:** CAPE FEAR RIVER BASIN  
**WATERSHED:** BOW, BALANCE OF WATERSHED,  
 BACK CREEK, WS-II NSW  
**SOILS (2017):** CUc2, CULLEN-URBAN LAND, GROUP B  
 U, URBAN LAND, HYDROLOGIC GROUP N/A  
**FEMA:** MAP PANEL #3710982500L  
 EFFECTIVE 11/17/2017  
 NO FLOOD HAZARDS PRESENT

**CURRENT USE:** PLANNED MULTIPLE OCCUPANCY GROUP  
**PROPOSED USE:** PLANNED MULTIPLE OCCUPANCY GROUP  
**PROPOSED BUILDING SIZE:** 17,695 SF GROSS CONDITIONED LOWER FLOOR  
 14,003 SF GROSS CONDITIONED UPPER FLOOR

**SETBACKS, ALL SIDES (B-1):** 0' MINIMUM

**SURVEY DATA PROVIDED BY** R.S. JONES AND ASSOCIATES INC.

**CALL BEFORE YOU DIG... IT'S THE LAW.**  
 CALL N.C. ONE-CALL(1-800-632-4949)  
 FOR LOCATION OF UNDERGROUND UTILITIES AT LEAST  
 2 WORKING DAYS PRIOR TO BEGINNING GRADING OR TRENCHING.  
 NORTH CAROLINA GENERAL STATUTE 87-102

REV.	DATE	DESCRIPTION
1	10/11/2021	MINOR DECK REVISION
2	11/24/2021	PER CITY COMMENTS
3	12/20/2021	PER CITY COMMENTS

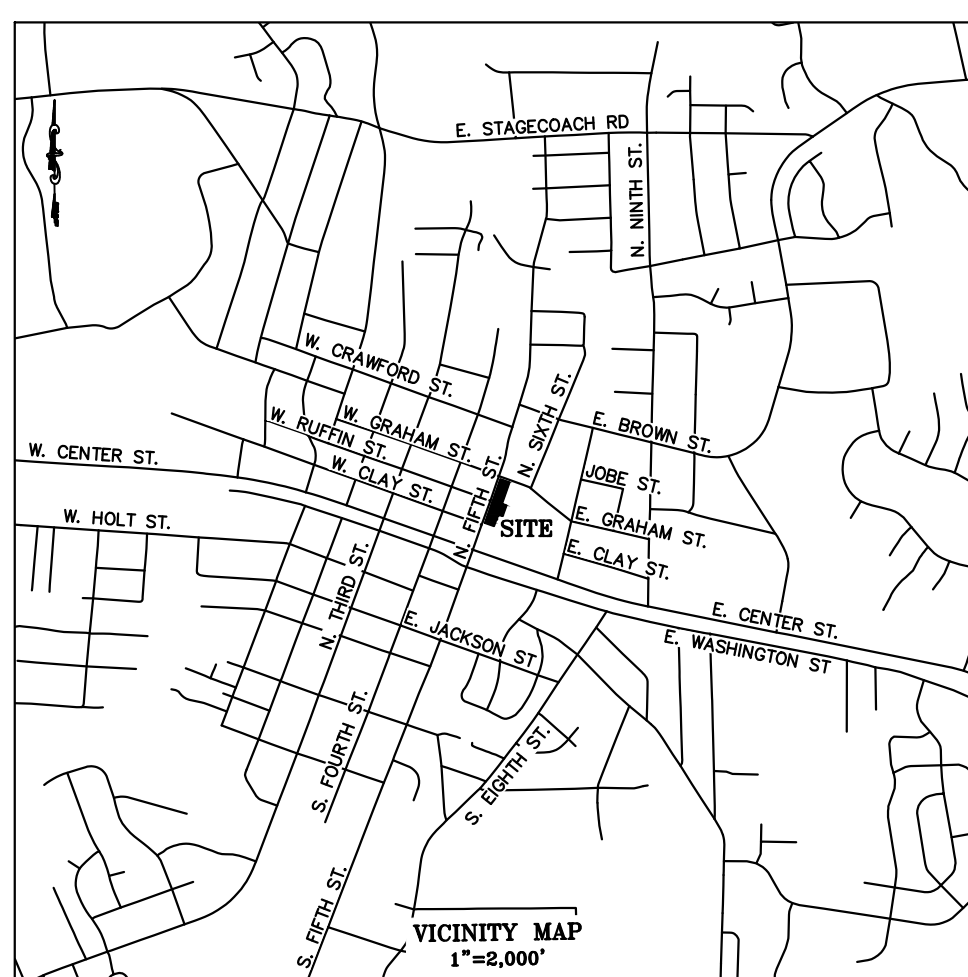
DATE: OCTOBER 08, 2021  
 HORIZONTAL SCALE: 1" = 70'  
 VERTICAL SCALE: N/A  
 PROJECT MANAGER: CPK  
 DRAWN BY: CPK  
 PROJECT NO.: 20-15  
 DRAWING NAME: 20-12 WORKING

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**SHEET NO.**  
**C1.0**  
 SITE PLAN

ECE LEGEND	
NEW	EXISTING
PROPERTY LINE (P/L)	---
ADJACENT PROPERTY LINE	---
EASEMENT (ESMT)	---
SETBACK (S/B)	---
RIGHT-OF-WAY (R/W)	---
CENTERLINES (C/L)	---
CURB & GUTTER	---
EDGE OF PAVEMENT (EOP)	---
SIDEWALK	---
CREEK	---
CATCH BASIN (CB)	OR
YARD INLET (YI)	OR
STORM DRAINAGE JUNCTION BOX (JB)	OR
CURB INLET (CI)	OR
SANITARY SEWER MANHOLE (MH)	OR
SANITARY SEWER CLEANOUT (CO)	OR
METER BOX	OR
VALVE	OR
FIRE HYDRANT (FH)	OR
FIRE DEPARTMENT CONNECTION (FDC)	OR
LIGHT POLE (LP)	OR
UTILITY POLE (PP) & GUY WIRE	OR
CABLE TV LINE	OR
ELECTRIC LINE & TRANSFORMER	OR
FIBER OPTIC CABLE	OR
GAS LINE	OR
OVERHEAD UTILITY LINE	OR
SANITARY SEWER (SS)	OR
STORM DRAIN PIPE (SD)	OR
TELEPHONE	OR
WATER LINE (WL)	OR
GRADE CONTOUR	400
FINISHED GRADE SPOT ELEVATION	356.44
CLEARING LIMIT/TREE LINE	---
LIMITS OF DISTURBANCE	---
DITCH OR SWALE FLOWLINE	---
TREE PROTECTION FENCE (TPF)	---
SILT FENCE (SF)	---
FENCE	---
RIP RAP APRON	OR
CHECK DAM	OR
SEDIMENT FENCE OUTLET	OR
INLET PROTECTION	OR
CONCRETE MONUMENT / STONE FOUND	OR
	EXISTING IRON PIPE (EIP)
	EXISTING IRON ROD (EIR)
	IRON PIPE SET (IPS)
	PK NAIL SET (PKS)
	COMPUTED POINT (CP)



**CIVIL ENGINEER:**  
 CHARLES P. KOCH  
 EARTHCENTRIC ENGINEERING, INC.  
 204 WEST CLAY STREET  
 MEBANE, NC 27302  
 PHONE: 919-563-9041  
 FAX: 919-304-3234  
 PHIL.KOCH@EARTHCENTRIC.COM

**SURVEYOR:**  
 ROBERT S. JONES  
 R.S. JONES & ASSOCIATES, INC.  
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 FAX: 919-563-0086  
 BOBBYJ@RSJONESANDASSOCIATES.COM

**ARCHITECT:**  
 ANNA WIRTH  
 FLOCK DESIGN & ARCHITECTURE  
 201 NORTH FOURTH STREET  
 SUITE 200  
 MEBANE, NC 27302  
 PHONE: 310-710-6758  
 ANNA@FLOCKDNA.COM

**OWNER / DEVELOPER:**  
 PEDRO CARRENO  
 CARRENO DEVELOPERS LLC  
 201 NORTH FOURTH STREET  
 SUITE 400  
 MEBANE, NC 27302  
 PHONE: 516-967-5294  
 PC@INFINITORESOURCES.COM



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PRELIMINARY NOT FOR CONSTRUCTION

PRINCIPAL ENGINEER PHIL KOCH - NCP# #22634

204 NORTH FIFTH STREET MEBAINE, NORTH CAROLINA 27302

COVER SHEET

Table with columns: REV., DATE, DESCRIPTION, MINOR DECK REVISION, PER CITY COMMENTS, PER CITY COMMENTS. Includes revision history.

DATE: OCTOBER 08, 2021 HORIZONTAL SCALE: 1" = 70' VERTICAL SCALE: N/A PROJECT MANAGER: CPK DRAWN BY: CPK PROJECT NO: 20-12 DRAWING NAME: 20-12 WORKING

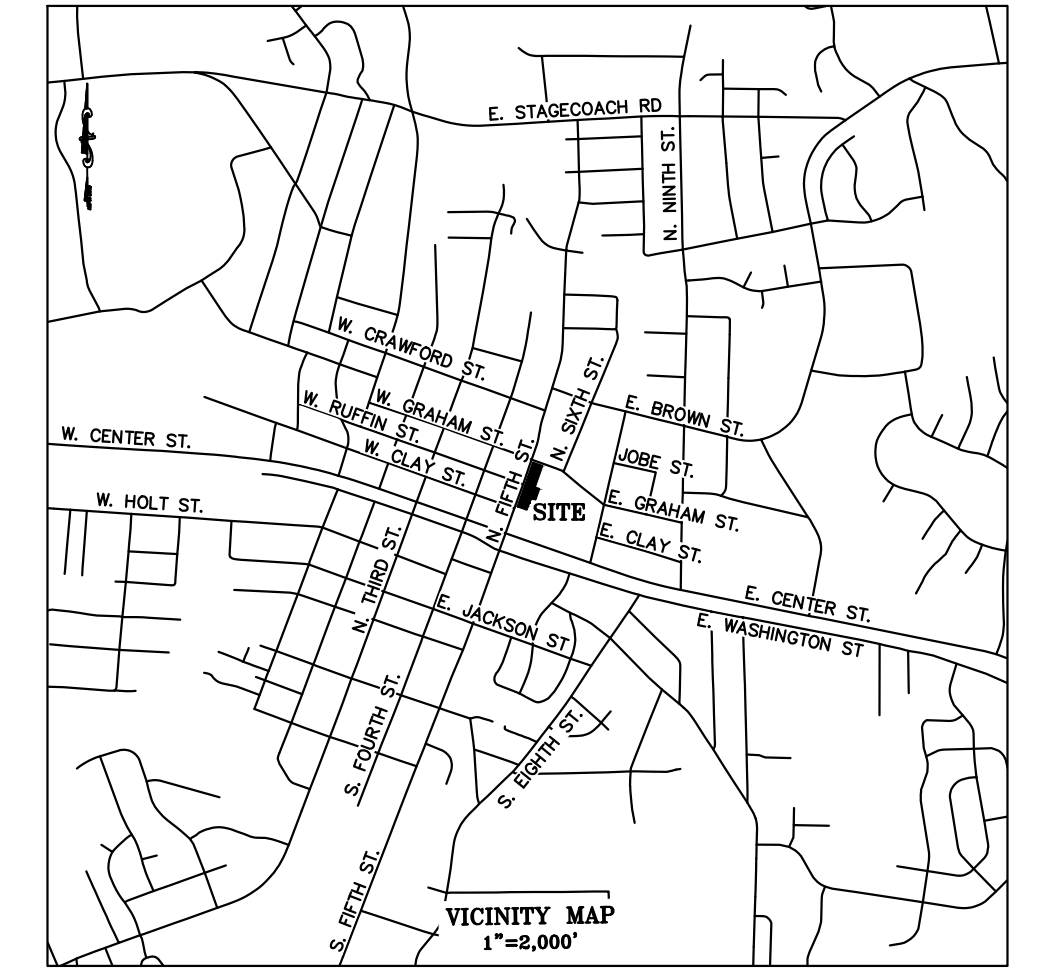
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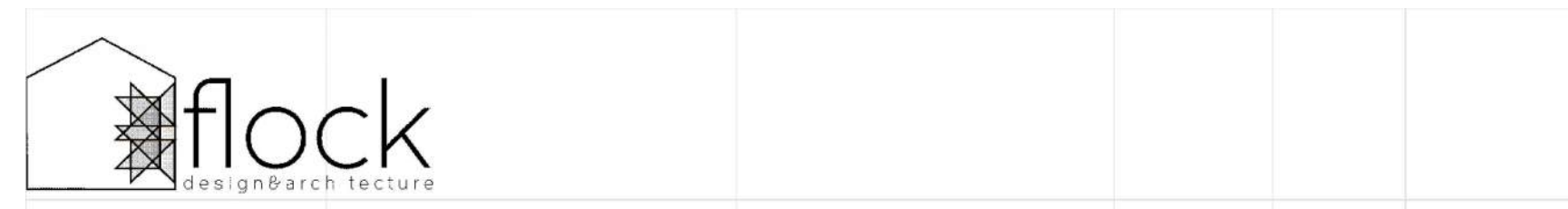
SHEET NO.

C1.1

SITE PLAN



PROJECT INFORMATION & NOTES: SITE ADDRESS: 204 NORTH FIFTH STREET MEBAINE, NC 27302 CARRENO DEVELOPERS, LLC PO BOX 2356 CHAPEL HILL, NC 27514 PEDRO CARRENO, 516-967-5294 PC@INFINITORESOURCES.COM 9825-14-5309 // 168397 10, MELVILLE, ALAMANCE COUNTY 202-797-1 BK: 3430, PG: 0190 BK: 31, PG: 174 // BK: 73, PG: 150 CONTRACTOR & COUNTY: BOBBY JONES AND ASSOCIATES, INC. 202-797-1 DEED REF: BK: 3430, PG: 0190 BK: 31, PG: 174 // BK: 73, PG: 150 EXISTING ZONING CODE: B-2 ADJACENT ZONES: B-1 (WEST, EAST & SOUTH) / R-12 (NORTH) PROPOSED ZONE: B-1 CONDITIONAL USE SIZE: 1.26 ACRES (54,699 SF) BY SURVEY RIVER BASIN: CAPE FEAR RIVER BASIN WATERSHED: BOW, BALANCE OF WATERSHED, BACK CREEK, WS-II NSW CU/CZ, CULLEN-URBAN LAND, GROUP B UR, URBAN LAND, HYDROLOGIC GROUP N/A MAP PANEL #3710982500L EFFECTIVE 11/17/2017 NO FLOOD HAZARDS PRESENT CURRENT USE: PLANNED MULTIPLE OCCUPANCY GROUP PROPOSED USE: PLANNED MULTIPLE OCCUPANCY GROUP PROPOSED BUILDING SIZE: 17,695 SF GROSS CONDITIONED LOWER FLOOR 14,003 SF GROSS CONDITIONED UPPER FLOOR SETBACKS, ALL SIDES (B-1): 0' MINIMUM SURVEY DATA PROVIDED BY R.S. JONES AND ASSOCIATES, INC.



200 - 204 N Fifth Street TENANT LIST AND PARKING REQUIREMENTS CURRENT STRIPED PARKING: 10 SPACES PROJECTED ON-SITE PARKING: 38 SPACES

Table showing current tenants as of 10/20/21 with columns for Address, Tenant Name, Use, Code, SF, and Req'd. Includes tenants like A & B Health and Wellness, Speech Stars LLC, and Hidden Physique.

Table showing projected tenants (full capacity) with columns for Address, Tenant Name, Use, Code, SF, and Req'd. Includes tenants like A & B Health and Wellness, Speech Stars LLC, and Hidden Physique.

WAIVERS REQUESTED: 1. A WAIVER FROM UDO TABLE 6-4-1 IS REQUESTED FOR THIS PROJECT TO MAINTAIN THE PARKING DEFICIENCY ON SITE. THE EXISTING SITE ALREADY DOES NOT HAVE SUFFICIENT PARKING SPACES FOR THE 17 SUITES LOCATED IN THE BUILDING. THIS PLAN DOES NOT INCREASE THE NUMBER OF SUITES BUT DOES ADD ADDITIONAL ON-SITE PARKING TO HELP REDUCE THE PROBLEM. ADDITIONALLY, THERE IS A CITY PARKING LOT LOCATED ONE BLOCK TO THE WEST ON EAST RUFFIN STREET AND UDO 6-4-1(1) INDICATES THAT PARKING IN THE B-1 CENTRAL BUSINESS DISTRICT SHALL BE REVIEWED ON A CASE-BY-CASE BASIS AND DEVIATIONS IN THE NUMBER OF REQUIRED PARKING SPACES MAY BE MADE. 2. A WAIVER FROM UDO 6-1 F.4(a), PREDOMINANT EXTERIOR BUILDING MATERIALS, IS REQUESTED FOR THIS PROJECT TO ALLOW FOR THE USE OF ALUMINUM AND STEEL ON THE STOREFRONT AS SHOWN ON THE CURRENT ARCHITECTURAL ELEVATIONS.

ECE GENERAL NOTES: 1. EXISTING BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM SURVEY DATA SUPPLIED BY R.S. JONES AND ASSOCIATES, INC. AND SUPPLEMENTED WITH GIS DATA AND FIELD OBSERVATIONS. 2. WORK WITHIN PUBLIC RIGHT-OF-WAYS SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL REQUIREMENTS, NOTIFICATIONS, STANDARDS AND POLICIES. 3. CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL MEASURES FOR ALL WORK W/IN PUBLIC R/W PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND THE N.C. SUPPLEMENT TO THE MUTCD AND LOCAL CITY INSPECTORS DIRECTION. 4. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT PLANS AND ALL CITY OF MEBAINE SPECIFICATIONS AND STANDARD DETAILS, LATEST EDITION AND CONSTRUCTION STANDARDS, STATE CONSTRUCTION STANDARDS, AND OTHER APPLICABLE CONTRACT DOCUMENTS. 5. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING ALL APPROPRIATE PARTIES AND ASSURING THAT UTILITIES ARE LOCATED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CALL NO ONE CALL (PREVIOUSLY ULOCO) AT 1-800-632-4949 FOR UTILITY LOCATING SERVICES 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. 6. UNDERGROUND UTILITIES SHOWN USING BEST AVAILABLE INFORMATION. ALL LOCATIONS SHALL BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE MORE UNDERGROUND UTILITIES THAN ARE SHOWN HEREON. CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES PRIOR TO ANY EXCAVATIONS. 7. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES TO REMAIN DURING ALL DEMOLITION AND CONSTRUCTION ACTIVITIES. 8. ALL CLEARING, GRUBBING AND UNSUITABLE FILL MATERIAL SHALL BE DISPOSED OF LEGALLY. 9. ALL PAVEMENT, CURB, STORM DRAINAGE PIPE, AND STRUCTURES TO BE REMOVED SHALL BE HAULED OFFSITE AND DISPOSED OF LEGALLY. 10. SIGNAGE SHALL BE LOCATED AS SHOWN. SIGNAGE SHALL BE CONSTRUCTED IN ACCORDANCE WITH LOCAL STANDARDS. 11. SITE LIGHTING SHALL AS SHOWN, AND SHALL BE SUFFICIENT TO PROPERLY ILLUMINATE THE SITE IN ACCORDANCE WITH LOCAL STANDARDS. 12. LANDSCAPING SHALL BE INSTALLED IN THE PROVIDED YARDS, IN ACCORDANCE WITH LOCAL STANDARDS. 13. NO SIGHT OBSTRUCTING OR PARTIALLY OBSTRUCTING WALL, FENCE, FOLIAGE, BERMING, PARKED VEHICLES OR SIGNS BETWEEN THE HEIGHT OF TWENTY-FOUR (24) INCHES AND EIGHT (8) FEET ABOVE THE CURB LINE ELEVATION, OR NEAREST TRAVELED WAY IF NO CURBING EXISTS, SHALL BE PLACED WITHIN A SIGHT TRIANGLE OF A PUBLIC STREET, PRIVATE STREET OR DRIVEWAY CONTAINED ON THE PROPERTY OR ON AN ADJOINING PROPERTY. CONTRACTOR SHALL NOT MAKE ANY MODIFICATIONS TO THE APPROVED DRAWINGS WITHOUT PRIOR APPROVAL OF BOTH THE DESIGN ENGINEER AND LOCAL INSPECTOR.

GRADING & STORM DRAINAGE NOTES: 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL CONSTRUCTION STANDARDS, SPECIFICATIONS, AND PROCEDURES AND THE NCDENR'S SEDIMENTATION AND EROSION CONTROL STANDARDS, SPECS., AND PROCEDURES. 2. CONTRACTOR SHALL VERIFY THAT ALL APPLICABLE STATE AND LOCAL PERMITS REQUIRED FOR THE COMMENCEMENT OF GRADING OPERATIONS HAVE BEEN OBTAINED PRIOR TO START OF GRADING. 3. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL EXISTING UTILITIES PRIOR TO THE BEGINNING OF DEMOLITION AND/OR CONSTRUCTION. 4. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES TO REMAIN DURING ALL CONSTRUCTION ACTIVITIES. 5. EROSION CONTROL MEASURES ARE PERFORMANCE BASED AND SHALL BE PROVIDED PER THE EROSION CONTROL PLANS AND AS NEEDED TO PROTECT ADJACENT PROPERTIES.

Table for 20-11 Fifth Street (11/12/2021) showing existing and proposed values for Gross Land Area (GLA), Impervious Area (Roof, Roadway, Parking/Driveway, Sidewalk), and Pervious Area (Landscaping/Other Pervious).

BUILDING AND COURTYARD IMPERVIOUS DATA TAKEN FROM ARCHITECTURAL DRAWINGS. ENTIRE COURTYARD ASSUMED TO BE IMPERVIOUS SURFACE IN THESE CALCULATIONS.

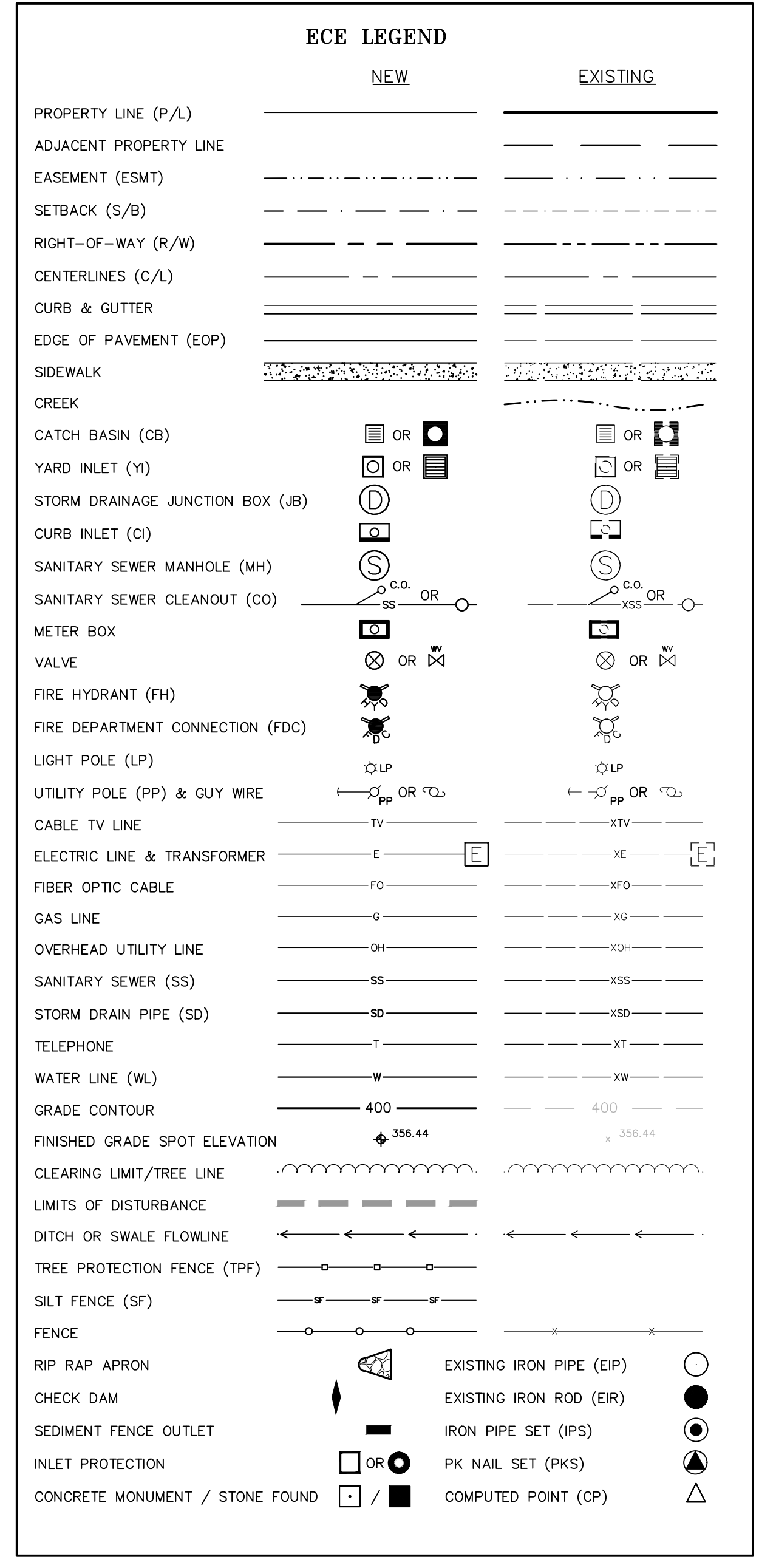
OWNER/DEVELOPER: ANNA WIRTH CARRENO DEVELOPERS LLC 201 NORTH FOURTH STREET SUITE 400 MEBAINE, NC 27302 PHONE: 516-967-5294 PC@INFINITORESOURCES.COM

ARCHITECT: ANNA WIRTH FLOCK DESIGN & ARCHITECTURE 201 NORTH FOURTH STREET SUITE 200 MEBAINE, NC 27302 PHONE: 310-710-6758 ANNA@FLOCKDNA.COM

SURVEYOR: ROBERT S. JONES R.S. JONES & ASSOCIATES, INC. 201 WEST CLAY STREET MEBAINE, NC 27302 PHONE: 919-563-3623 FAX: 919-563-0086 BOBBY@RSJONESANDASSOCIATES.COM

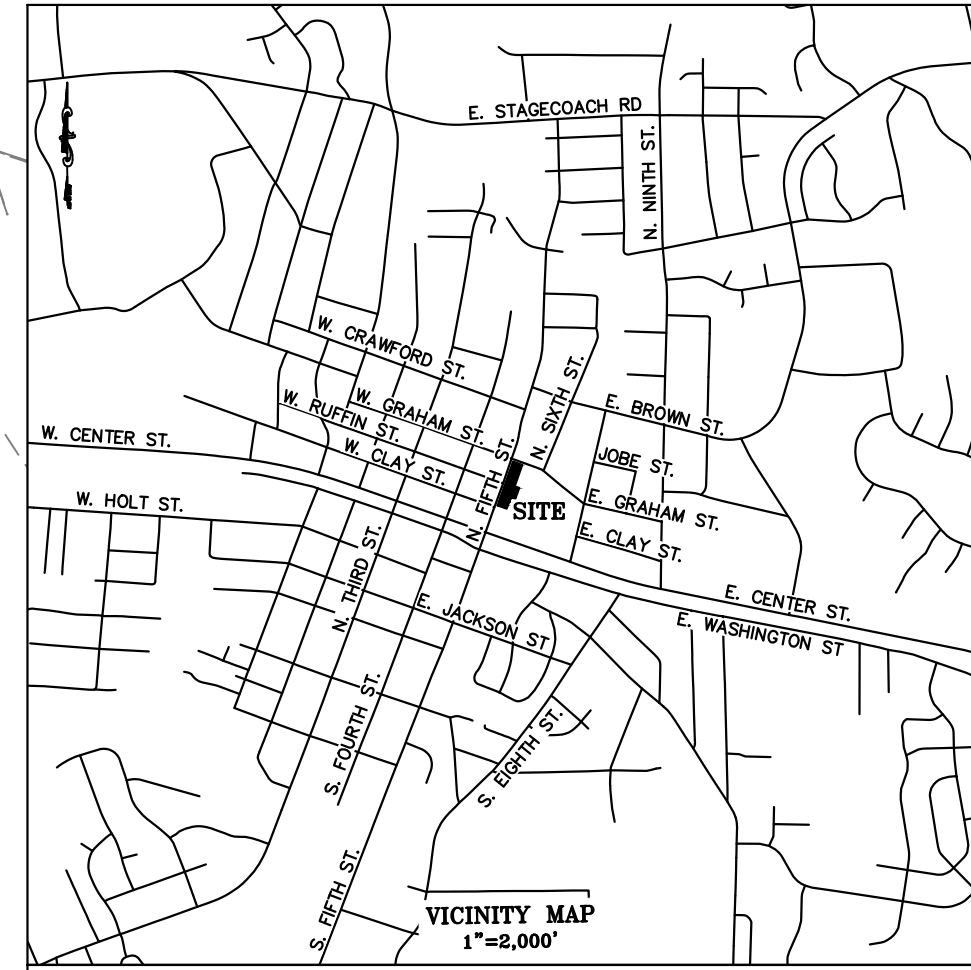
CIVIL ENGINEER: CHARLES P. KOCH EARTHCENTRIC ENGINEERING, INC. 204 WEST CLAY STREET MEBAINE, NC 27302 PHONE: 919-563-9041 FAX: 919-304-3234 PHIL.KOCH@EARTHCENTRIC.COM

CITY OF MEBAINE GENERAL NOTES: 1. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT PLANS AND/OR SPECIFICATIONS, CITY OF MEBAINE STANDARD DETAILS AND CONSTRUCTION STANDARDS, STATE CONSTRUCTION STANDARDS, OSHA REGULATIONS AND OTHER APPLICABLE CONTRACT DOCUMENTS. 2. A COPY OF THE CONSTRUCTION DRAWINGS BEARING THE APPROVAL STAMP FROM THE CITY OF MEBAINE SHALL ALWAYS BE ON SITE AND AVAILABLE. 3. MATERIAL SUBMITTALS TO BE APPROVED BY THE CITY OF MEBAINE PRIOR TO ORDERING MATERIAL. 4. MODIFICATION TO THE APPROVED DRAWINGS SHALL NOT BE MADE WITHOUT THE WRITTEN APPROVAL OF THE DESIGN ENGINEER AND THE CITY OF MEBAINE. 5. PRIOR TO CONSTRUCTION, ALL NECESSARY PERMITS TO COMPLETE THE CONSTRUCTION SHOULD BE ACQUIRED AND FOLLOWED. 6. PRIOR TO STARTING CONSTRUCTION, THE GENERAL CONTRACTOR SHALL HOLD A PRE-CONSTRUCTION CONFERENCE WITH THE CITY OF MEBAINE, OWNER/REP, PLANNING, EROSION CONTROL, GEOTECHNICAL ENGINEER, ALL SUB-CONTRACTORS, AND ENGINEER/REP. 7. GEOTECHNICAL SPREADSHEET TO BE PROVIDED TO THE CITY PRIOR TO PRE-CONSTRUCTION MEETING FOR REVIEW. SPREADSHEET TO ACCOMPANY GEOTECHNICAL REPORTS. 8. ALL SOIL WITHIN THE RIGHT OF WAY AND PUBLIC EASEMENTS SHALL BE COMPACTED TO CITY OF MEBAINE SPECIFICATIONS. CITY REPRESENTATIVE TO BE NOTIFIED 24 HOURS IN ADVANCE AND GIVEN THE OPPORTUNITY TO BE PRESENT DURING GEOTECH TESTING. 9. ALL UTILITY SEPARATIONS SHALL MEET THE REQUIREMENTS AS STATED IN THE CITY OF MEBAINE CONSTRUCTION DOCUMENTS CHECKLIST. ALL UTILITY SEPARATIONS TO BE FIELD VERIFIED DURING INSTALLATION AND AS-INSTALLED SEPARATION LABELED ON AS-BUILT DRAWINGS. CONTRACTOR SHALL PROVIDE DESIGN ENGINEER VERIFICATION OF AS-INSTALLED SEPARATIONS TO BE INCLUDED ON AS-BUILT DRAWINGS SUBMITTED TO STATE. 10. ALL WATER MAIN TO INCLUDE TWO FORMS OF RESTRAINT (MEGA-LUGS AND BLOCKING) AND CONFORM TO THE DISTANCES STATED IN DETAIL W-26. 11. TESTING PROCEDURES PER CITY OF MEBAINE STANDARDS AS FOLLOWS: WATER LINE - PRESSURE TEST, CHLORINATE, BAG-T; SANITARY SEWER - PRESSURE TEST, VACUUM TEST MANHOLES, MANDREL, VIDEO; STORM SEWER - VIDEO, CONCRETE - CYLINDERS EVERY 30 YARDS; ROADWAY - DENSITY AND PROOF ROLL; ASPHALT - CORES FOR BINDER, NUCLEAR DENSITY GAUGE TESTS ON FINAL LIFT. 12. FOR ALL PROJECTS WHERE THE FINAL LIFT OF ASPHALT IS NOT ANTICIPATED PRIOR TO THE ONSET OF WINTER, ALL MANHOLES AND VALVE BOXES ARE TO BE ADJUSTED FLUSH WITH THE BINDER COURSE. THE FINAL ADJUSTMENT TO FINISH GRADE WILL NOT BE DONE UNTIL IMMEDIATELY PRIOR TO THE PLACEMENT OF THE FINAL LIFT OF SURFACE COURSE. 13. CLASS III RCP SHALL HAVE A MINIMUM OF 3' OF COVER WITHIN THE ROW PER NCDOT REQUIREMENTS, WHERE 3' OF COVER IS NOT PROVIDED, CLASS IV RCP. 14. ALL DRAINAGE SWALES SHALL HAVE A MINIMUM OF 1% SLOPE. 15. ALL THIRD-PARTY UTILITIES TO ACQUIRE AN ENCROACHMENT AGREEMENT WITH THE CITY OF MEBAINE PRIOR TO STARTING INSTALLATION. 16. BORROW PIT LOCATIONS TO BE SURVEYED FOR IN FIELD VERIFICATION AND BE IDENTIFIED ON THE PLAT. 17. UNDER ABSOLUTELY NO CIRCUMSTANCES SHALL ANY UNMANNED EXCAVATION BE LEFT OPEN OR UNPROTECTED DURING NON-WORKING HOURS. UTILIZE SIGNS, BARRICADES, ETC. TO ENSURE THE SAFETY OF THE GENERAL PUBLIC. 18. WHEN STAKING WATER LINE, CURB RADIUS POINTS SHOULD ALSO BE STAKED TO ENSURE VALVES ARE PLACED OUTSIDE OF CURB LINE AND HANDICAP RAMP TRUNCATED DOMES. 19. CONTRACTOR RESPONSIBLE FOR NOTIFYING THE CITY OF MEBAINE AND THE DESIGN ENGINEER PRIOR TO TESTING WATER AND SEWER LINES TO COORDINATE SCHEDULING SINCE DESIGN ENGINEER WILL BE CERTIFYING AND MAY WANT TO WITNESS TESTING. 20. CONTRACTOR TO SCHEDULE PUNCH LIST WALK THROUGH AFTER BINDER LIFT OF ASPHALT HAS BEEN INSTALLED.



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LINE	LENGTH	BEARING
L1	49.37	S70°29'36"E
L2	42.54	N70°29'36"W
L3	52.71	S19°18'09"W
L4	7.74	N70°40'51"W
L5	74.74	S19°32'25"W
L6	100.00	S70°18'31"E
L7	20.68	N12°55'59"E
L8	15.70	S19°29'54"W
L9	1.36	S70°37'26"E
L10	44.70	N45°16'19"W
L11	4.59	N45°59'32"E



**PROJECT INFORMATION & NOTES:**

**SITE ADDRESS:** 204 NORTH FIFTH STREET  
MEBANE, NC 27302

**SITE OWNER:** CARRENO DEVELOPERS, LLC  
PO BOX 2366  
CHAPEL HILL, NC 27514  
PEDRO CARRENO, 516-967-5294  
PC@FINITORESOURCES.COM  
9825-14-5309 // 168397

**PIN# & PARCEL ID:** 10, MELVILLE, ALAMANCE COUNTY  
**OLD TAX ID:** 202-797-1  
**DEED REF:** BK: 3430, PG: 0190  
**PLAT REF:** BK: 31, PG: 174 // BK: 73, PG: 150

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NO FLOOD HAZARDS PRESENT

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14,003 SF GROSS CONDITIONED UPPER FLOOR

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**SURVEY DATA PROVIDED BY:** R.S. JONES AND ASSOCIATES INC.

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**EXISTING CONDITIONS  
& DEMOLITION PLAN**

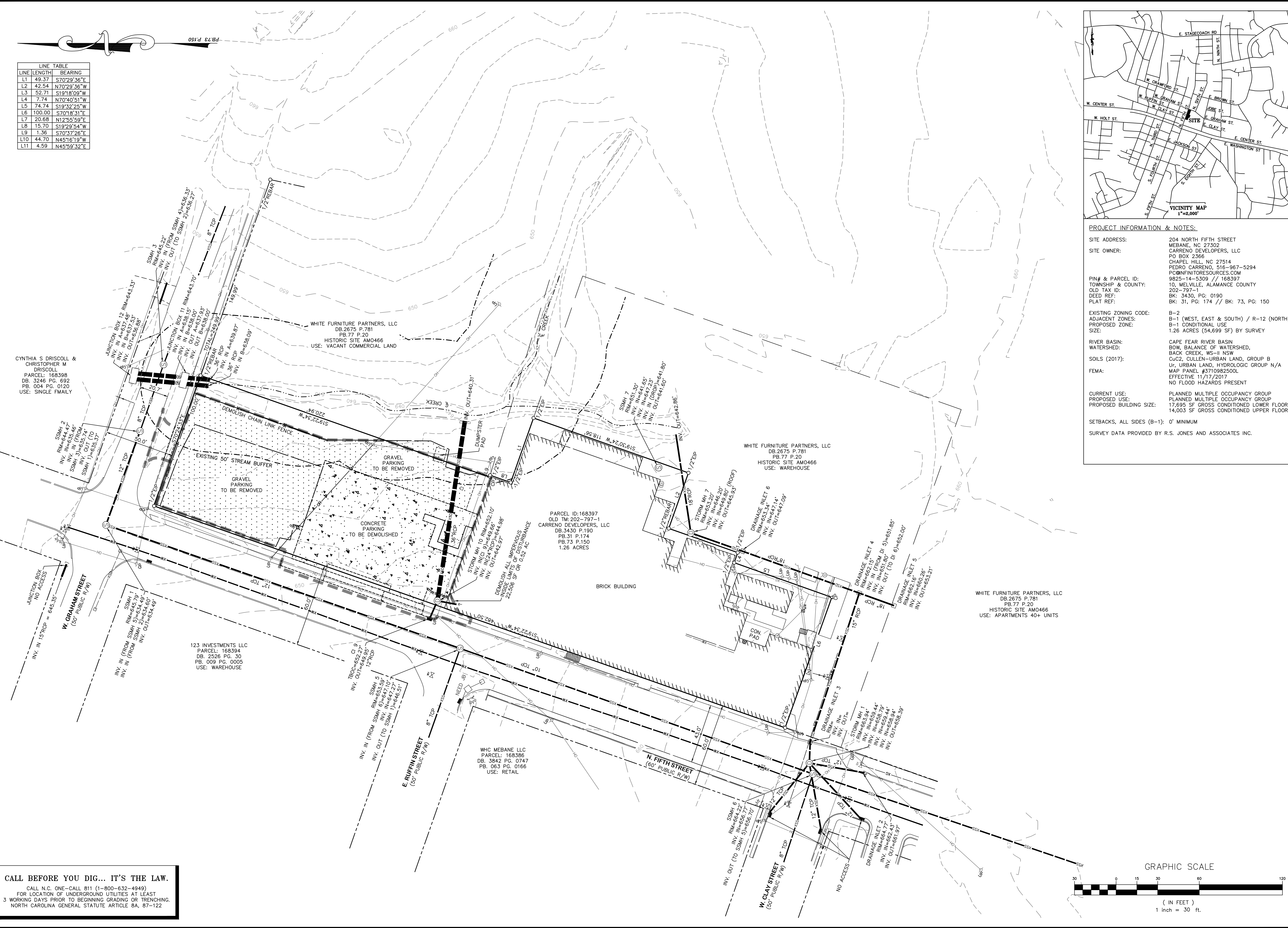
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1	10/11/2021	MINOR DECK REVISION	SCS		
2	11/24/2021	PER CITY COMMENTS	SCS		
3	12/20/2021	PER CITY COMMENTS	SCS		

DATE: OCTOBER 08, 2021  
HORIZONTAL SCALE: 1" = 30'  
VERTICAL SCALE: N/A  
PROJECT MANAGER: CPK  
DRAWN BY: CPK  
PROJECT NO.: 20-15  
DRAWING NAME: 20-12 WORKING

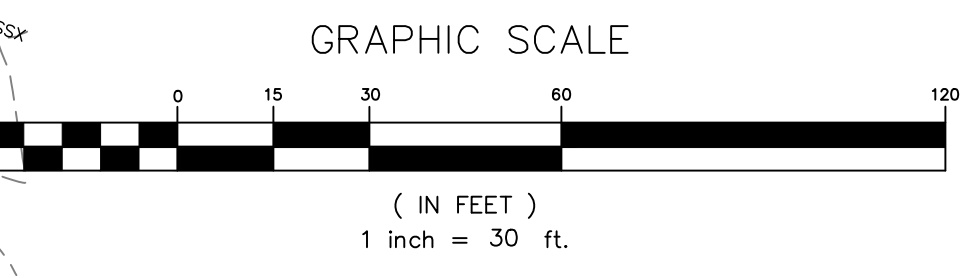
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SHEET NO.  
**C2.0**  
SITE PLAN



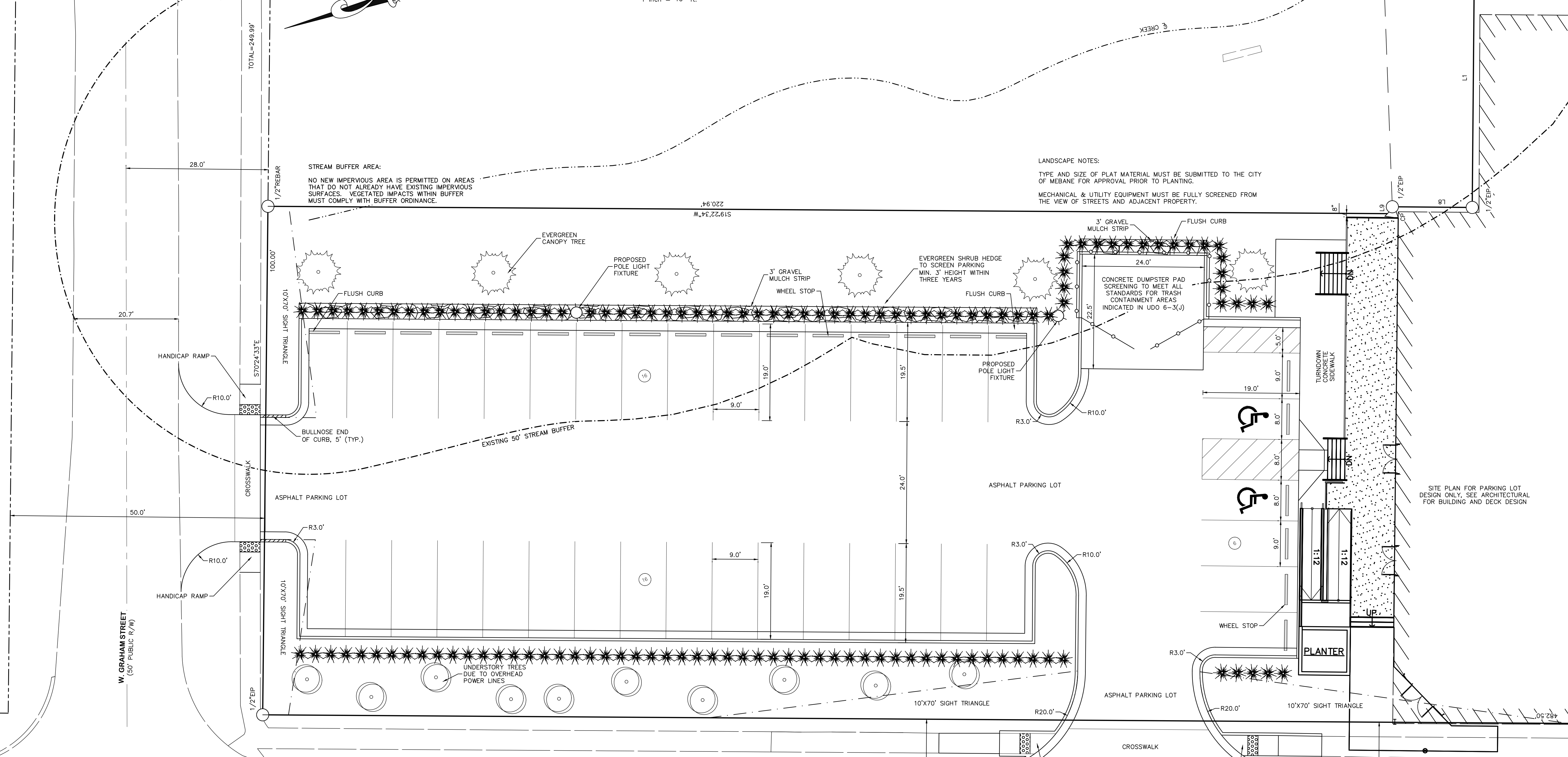
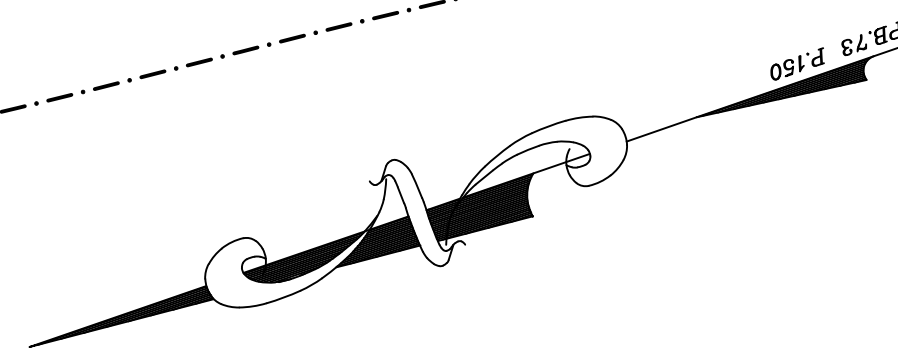
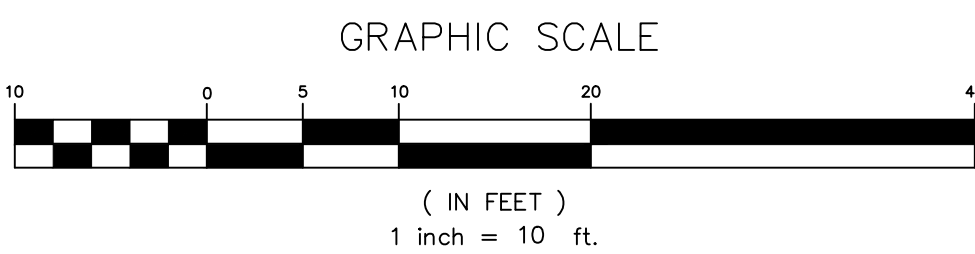
**CALL BEFORE YOU DIG... IT'S THE LAW.**  
CALL N.C. ONE—CALL 811 (1-800-632-4949)  
FOR LOCATION OF UNDERGROUND UTILITIES AT LEAST  
3 WORKING DAYS PRIOR TO BEGINNING GRADING OR TRENCHING.  
NORTH CAROLINA GENERAL STATUTE ARTICLE 8A, 87-122





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 FOR LOCATION OF UNDERGROUND UTILITIES AT LEAST  
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 NORTH CAROLINA GENERAL STATUTE ARTICLE 8A, 87-122



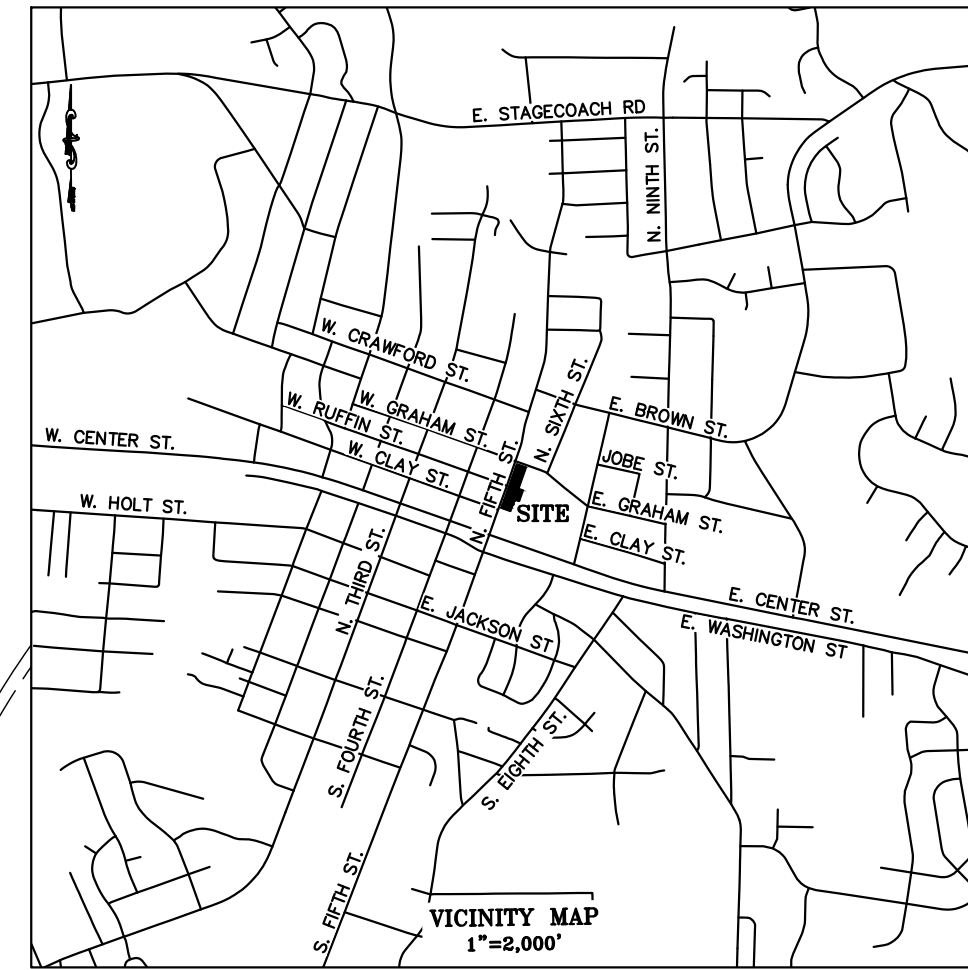
**LANDSCAPE NOTES:**  
 TYPE AND SIZE OF PLANT MATERIAL MUST BE SUBMITTED TO THE CITY OF MEBANE FOR APPROVAL PRIOR TO PLANTING.  
 MECHANICAL & UTILITY EQUIPMENT MUST BE FULLY SCREENED FROM THE VIEW OF STREETS AND ADJACENT PROPERTY.

**STREAM BUFFER AREA:**  
 NO NEW IMPERVIOUS AREA IS PERMITTED ON AREAS THAT DO NOT ALREADY HAVE EXISTING IMPERVIOUS SURFACES. VEGETATED IMPACTS WITHIN BUFFER MUST COMPLY WITH BUFFER ORDINANCE.

SITE PLAN FOR PARKING LOT DESIGN ONLY. SEE ARCHITECTURAL FOR BUILDING AND DECK DESIGN

W. GRAHAM STREET (50' PUBLIC R/W)

N. FIFTH STREET (60' PUBLIC R/W)



**PROJECT INFORMATION & NOTES:**  
 SITE ADDRESS: 204 NORTH FIFTH STREET, MEBANE, NC 27302  
 SITE OWNER: CARRENO DEVELOPERS, LLC, PO BOX 2366, CHAPEL HILL, NC 27514, PEDRO CARRENO, 516-967-5294, P@INFINTORESOURCES.COM  
 PIN# & PARCEL ID: 9825-14-5309 // 168397  
 TOWNSHIP & COUNTY: 10, MELVILLE, ALAMANCE COUNTY  
 OLD TAX ID: 202-797-1  
 DEED REF: BK: 3430, PG: 0190  
 PLAT REF: BK: 31, PG: 174 // BK: 73, PG: 150  
 EXISTING ZONING CODE: B-2  
 ADJACENT ZONES: B-1 (WEST, EAST & SOUTH) / R-12 (NORTH)  
 PROPOSED ZONE: B-1 CONDITIONAL USE  
 SIZE: 1.26 ACRES (54,699 SF) BY SURVEY  
 RIVER BASIN: CAPE FEAR RIVER BASIN  
 WATERSHED: BOW, BALANCE OF WATERSHED, BACK CREEK, WS-II NSW  
 SOILS (2017): CUc2, CULLEN-URBAN LAND, GROUP B  
 FEMA: U1, URBAN LAND, HYDROLOGIC GROUP N/A, MAP PANEL #3710982500L, EFFECTIVE 11/17/2017, NO FLOOD HAZARDS PRESENT  
 CURRENT USE: PLANNED MULTIPLE OCCUPANCY GROUP  
 PROPOSED USE: PLANNED MULTIPLE OCCUPANCY GROUP  
 PROPOSED BUILDING SIZE: 17,695 SF GROSS CONDITIONED LOWER FLOOR, 14,003 SF GROSS CONDITIONED UPPER FLOOR  
 SETBACKS, ALL SIDES (B-1): 0' MINIMUM  
 SURVEY DATA PROVIDED BY R.S. JONES AND ASSOCIATES INC.

FOR ALL AREAS OF EXISTING IMPERVIOUS SURFACE THAT WILL BE CONVERTED TO PERVIOUS SURFACE:  
 SCARIFY SUBGRADE TO A DEPTH OF 6", SEED AND STRAW TO ESTABLISH AS PERVIOUS SURFACE.  
 DISPOSE OF ALL DEMOLISHED IMPERVIOUS SURFACES PROPERLY.

**EarthCentric Engineering, Inc.**  
 License # C-2638  
 204 W. Clay Street  
 Mebane, NC 27302  
 Phone: (919) 563-9041  
 Fax: (919) 304-3234  
 E-Mail: Phil.Koch@EarthCentric.com

**PRELIMINARY NOT FOR CONSTRUCTION**  
 PRINCIPAL ENGINEER  
 PHIL KOCH - NCPE #22634

**204 NORTH FIFTH STREET**  
 MEBANE, NORTH CAROLINA 27302  
**SITE & LANDSCAPE PLAN**

REV.	DATE	DESCRIPTION	BY	SCS
1	10/11/2021	MINOR DECK REVISION	SCS	SCS
2	11/24/2021	PER CITY COMMENTS	SCS	SCS
3	12/20/2021	PER CITY COMMENTS	SCS	SCS

DATE: OCTOBER 08, 2021  
 HORIZONTAL SCALE: 1" = 10'  
 VERTICAL SCALE: N/A  
 PROJECT MANAGER: CPK  
 DRAWN BY: CPK  
 PROJECT NO: 20-13  
 DRAWING NAME: 20-12 WORKING

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SHEET NO.  
**C3.1**  
 SITE PLAN

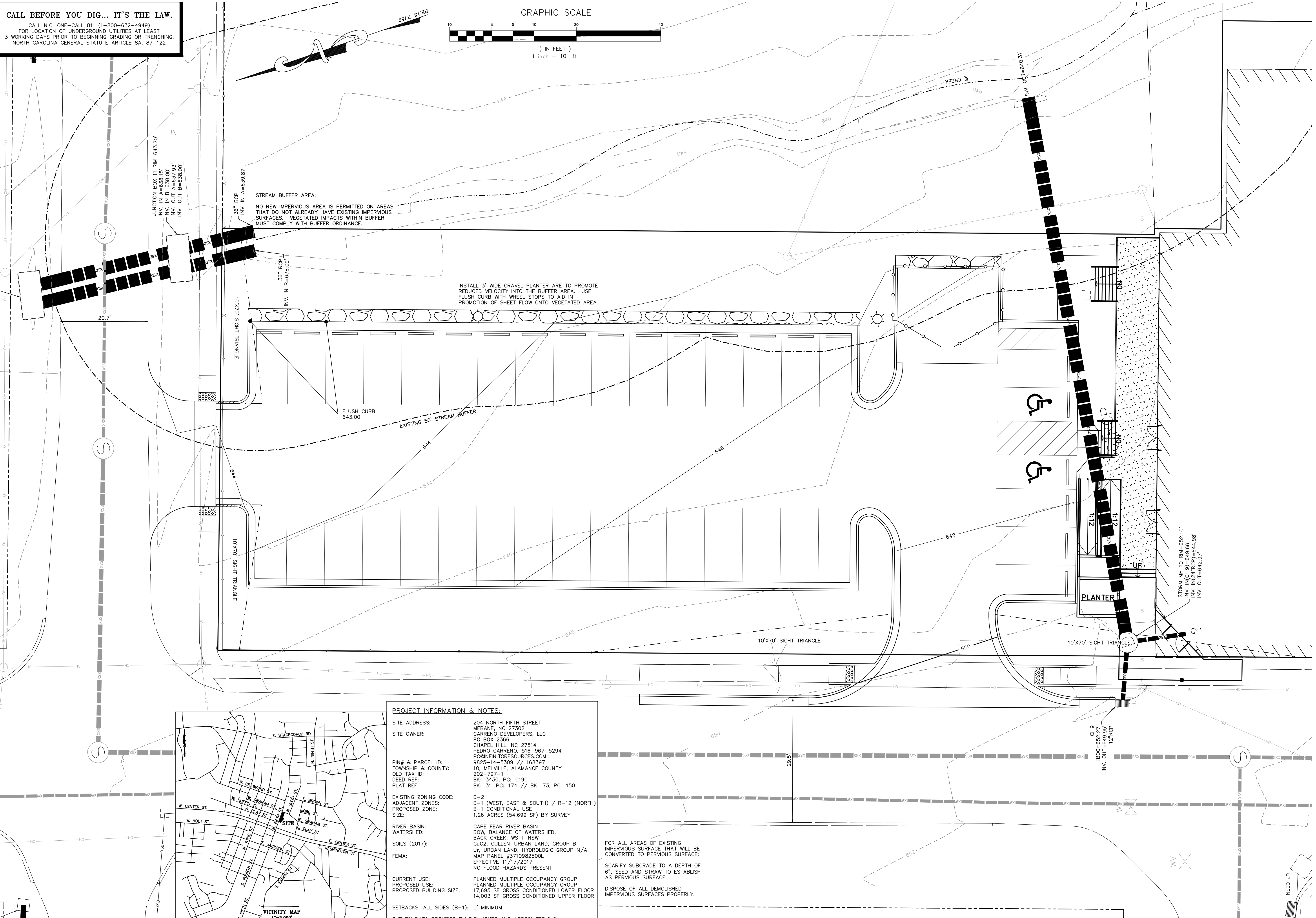
CALL BEFORE YOU DIG... IT'S THE LAW.

CALL N.C. ONE—CALL 811 (1-800-632-4949)  
FOR LOCATION OF UNDERGROUND UTILITIES AT LEAST  
3 WORKING DAYS PRIOR TO BEGINNING GRADING OR TRENCHING.  
NORTH CAROLINA GENERAL STATUTE ARTICLE 8A, 87-122

GRAPHIC SCALE



( IN FEET )  
1 inch = 10 ft.



STREAM BUFFER AREA:  
NO NEW IMPERVIOUS AREA IS PERMITTED ON AREAS THAT DO NOT ALREADY HAVE EXISTING IMPERVIOUS SURFACES. VEGETATED IMPACTS WITHIN BUFFER MUST COMPLY WITH BUFFER ORDINANCE.

INSTALL 3' WIDE GRAVEL PLANTER ARE TO PROMOTE REDUCED VELOCITY INTO THE BUFFER AREA. USE FLUSH CURB WITH WHEEL STOPS TO AID IN PROMOTION OF SHEET FLOW ONTO VEGETATED AREA.

FLUSH CURB:  
643.00

EXISTING 50' STREAM BUFFER

JUNCTION BOX 11 RIM=643.70'  
INV. IN A=638.15'  
INV. IN B=638.00'  
INV. OUT B=638.90'

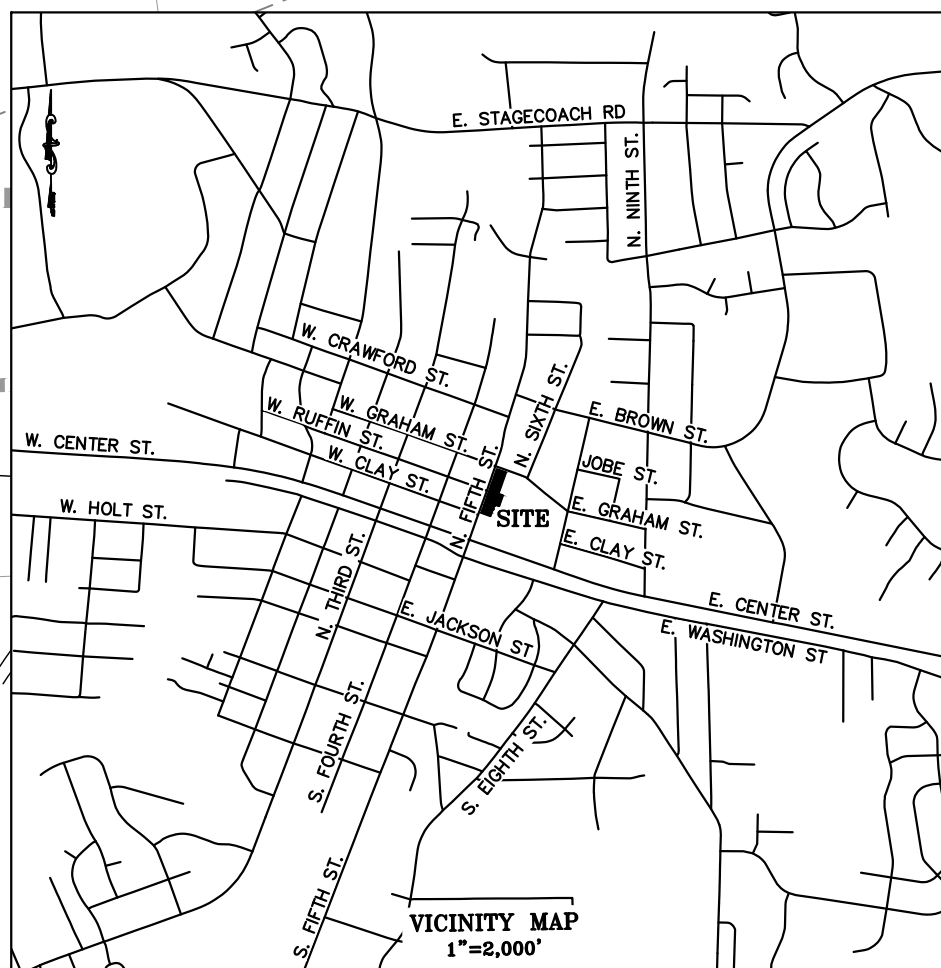
36" RCP  
INV. IN A=639.87'

36" RCP  
INV. IN B=638.09'

INV. OUT=640.31'

STORM MH 10 RIM=652.10'  
INV. IN (CI 9)=649.66'  
INV. IN (24" RCP)=644.98'  
INV. OUT=642.97'

PLANTER



**PROJECT INFORMATION & NOTES:**

SITE ADDRESS: 204 NORTH FIFTH STREET  
MEBANE, NC 27302

SITE OWNER: CARRENO DEVELOPERS, LLC  
PO BOX 2366  
CHAPEL HILL, NC 27514  
PEDRO CARRENO, 516-967-5294  
PC@INFINTORESOURCES.COM  
9825-14-5309 // 168397

PIN# & PARCEL ID: 10, MELVILLE, ALAMANCE COUNTY  
TOWNSHIP & COUNTY: 202-797-1  
DEED REF: BK: 3430, PG: 0190  
PLAT REF: BK: 31, PG: 174 // BK: 73, PG: 150

EXISTING ZONING CODE: B-2  
ADJACENT ZONES: B-1 (WEST, EAST & SOUTH) / R-12 (NORTH)  
PROPOSED ZONE: B-1 CONDITIONAL USE  
SIZE: 1.26 ACRES (54,699 SF) BY SURVEY

RIVER BASIN: CAPE FEAR RIVER BASIN  
WATERSHED: BOW, BALANCE OF WATERSHED, BACK CREEK, WS-II NSW

SOILS (2017): CU2Z, CULLEN-URBAN LAND, GROUP B  
FEMA: U1, URBAN LAND, HYDROLOGIC GROUP N/A  
MAP PANEL #3710982500L  
EFFECTIVE 11/17/2017  
NO FLOOD HAZARDS PRESENT

CURRENT USE: PLANNED MULTIPLE OCCUPANCY GROUP  
PROPOSED USE: PLANNED MULTIPLE OCCUPANCY GROUP  
PROPOSED BUILDING SIZE: 17,695 SF GROSS CONDITIONED LOWER FLOOR  
14,003 SF GROSS CONDITIONED UPPER FLOOR

SETBACKS, ALL SIDES (B-1): 0' MINIMUM

SURVEY DATA PROVIDED BY R.S. JONES AND ASSOCIATES INC.

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SCARIFY SUBGRADE TO A DEPTH OF 6", SEED AND STRAW TO ESTABLISH AS PERVIOUS SURFACE.  
DISPOSE OF ALL DEMOLISHED IMPERVIOUS SURFACES PROPERLY.

EarthCentric Engineering, Inc.  
License # C-2638



204 W. Clay Street  
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Phone: (919) 563-9041  
Fax: (919) 304-3234  
E-Mail: Phil.Koch@EarthCentric.com

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PRINCIPAL ENGINEER  
PHIL KOCH - NCPCE #22634

204 NORTH FIFTH STREET  
MEBANE, NORTH CAROLINA 27302

GRADING & STORM  
DRAINAGE PLAN

REV.	DATE	DESCRIPTION	BY
1	10/11/2021	MINOR DECK REVISION	SCS
2	11/24/2021	PER CITY COMMENTS	SCS
3	12/20/2021	PER CITY COMMENTS	SCS

DATE: OCTOBER 08, 2021  
HORIZONTAL SCALE: 1" = 10'  
VERTICAL SCALE: N/A  
PROJECT MANAGER: CPK  
DRAWN BY: CPK  
PROJECT NO: 20-12  
DRAWING NAME: 20-12 WORKING

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SHEET NO.  
C5.1  
SITE PLAN

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NORTH CAROLINA GENERAL STATUTE ARTICLE 8A, 87-122

**PROPOSED POLELIGHT FIXTURE**

STREETWORKS GAN GALLEON (OR EQUIVALENT)  
GAN-SA4C-730-U-TAFT

GALLEON AREA AND ROADWAY LUMINAIRE(4), 70 CRI, 3000K, 1050 mA, 4  
LIGHTSQUARES WITH 16 LEDS EACH AND TYPE IV FORWARD THROW OPTICS,  
26,141 LUMENS, BUG RATING B3-U0-G5, 116 LUMENS PER WATT

TWO (2) FIXTURES PROPOSED MOUNTED AT A HEIGHT OF 30' FROM FINISHED  
GRADE TO TOP OF FIXTURE.

MINIMUM ILLUMINATION IN PARKING LOT: 0.6 FC  
AVERAGE TO MINIMUM FC RATIO IN PARKING LOT: 3.14  
BRIGHTEST POINT OVER PROPERTY LINE: 1.2 FC

PHOTOMETRICS SHOWN HERE ONLY ACCOUNT FOR THE PROPOSED POLE LIGHT  
FIXTURES. SEE ARCHITECTURAL PLANS FOR ANY BUILDING MOUNTED LIGHTING.

**EXTERIOR LIGHTING NOTES:**

MOUNTING HEIGHT: 35' MAX. ABOVE GRADE FOR CUT-OFF FIXTURES  
30' PROPOSED HEIGHT

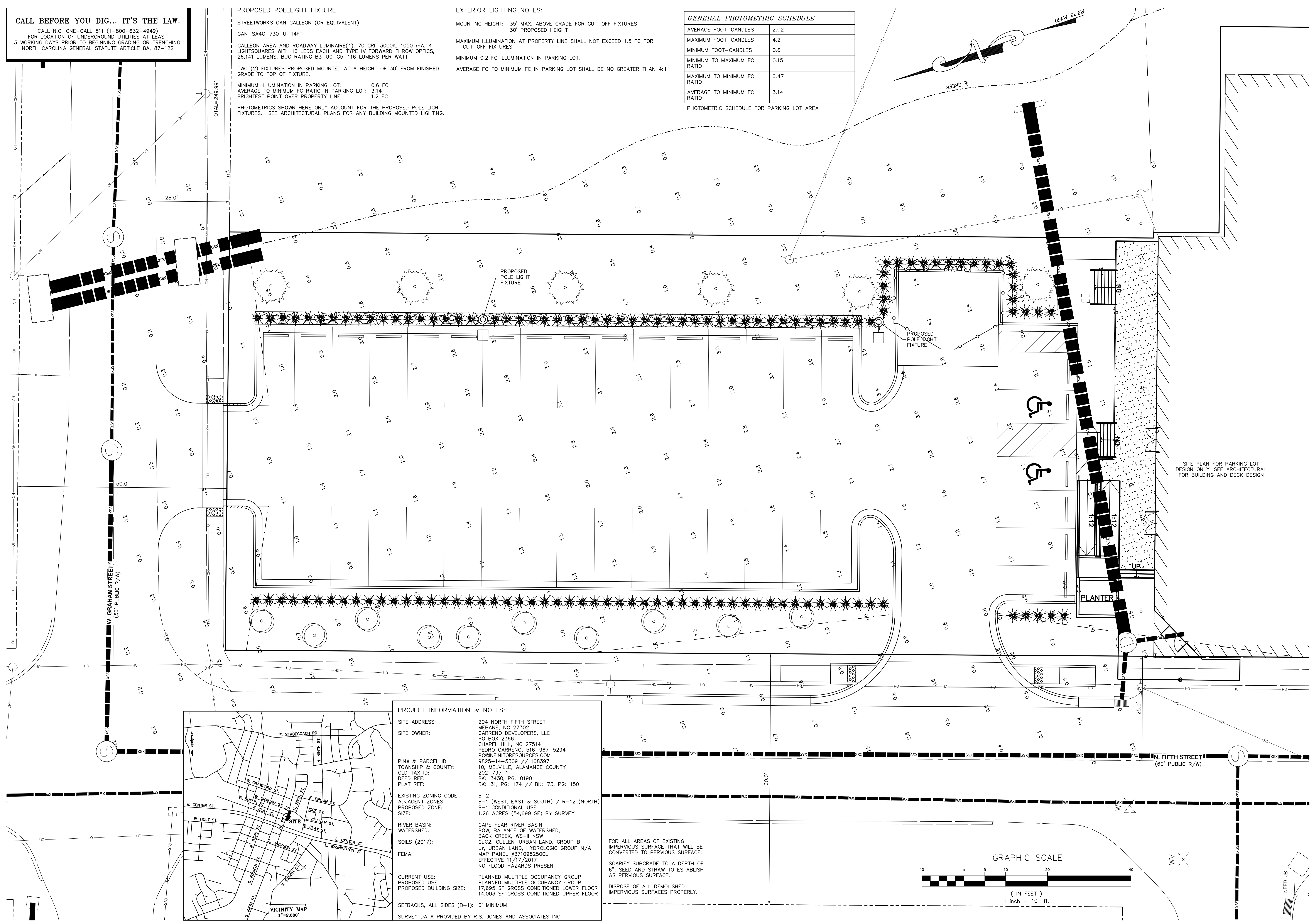
MAXIMUM ILLUMINATION AT PROPERTY LINE SHALL NOT EXCEED 1.5 FC FOR  
CUT-OFF FIXTURES

MINIMUM 0.2 FC ILLUMINATION IN PARKING LOT.

AVERAGE FC TO MINIMUM FC IN PARKING LOT SHALL BE NO GREATER THAN 4:1

GENERAL PHOTOMETRIC SCHEDULE	
AVERAGE FOOT-CANDLES	2.02
MAXIMUM FOOT-CANDLES	4.2
MINIMUM FOOT-CANDLES	0.6
MINIMUM TO MAXIMUM FC RATIO	0.15
MAXIMUM TO MINIMUM FC RATIO	6.47
AVERAGE TO MINIMUM FC RATIO	3.14

PHOTOMETRIC SCHEDULE FOR PARKING LOT AREA



SITE PLAN FOR PARKING LOT  
DESIGN ONLY. SEE ARCHITECTURAL  
FOR BUILDING AND DECK DESIGN



**PROJECT INFORMATION & NOTES:**

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PEDRO CARRENO, 516-967-5294  
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PIN# & PARCEL ID: 10, MELVILLE, ALAMANCE COUNTY  
TOWNSHIP & COUNTY: 202-797-1  
DEED REF: BK: 3430, PG: 0190  
PLAT REF: BK: 31, PG: 174 // BK: 73, PG: 150

EXISTING ZONING CODE: B-2  
ADJACENT ZONES: B-1 (WEST, EAST & SOUTH) / R-12 (NORTH)  
PROPOSED ZONE: B-1 CONDITIONAL USE  
SIZE: 1.26 ACRES (54,699 SF) BY SURVEY

RIVER BASIN: CAPE FEAR RIVER BASIN  
WATERSHED: BOW, BALANCE OF WATERSHED,  
BACK CREEK, WS-II NSW

SOILS (2017): CU2C, CULLEN-URBAN LAND, GROUP B  
UR, URBAN LAND, HYDROLOGIC GROUP N/A  
MAP PANEL #3710982500L  
EFFECTIVE 11/17/2017  
NO FLOOD HAZARDS PRESENT

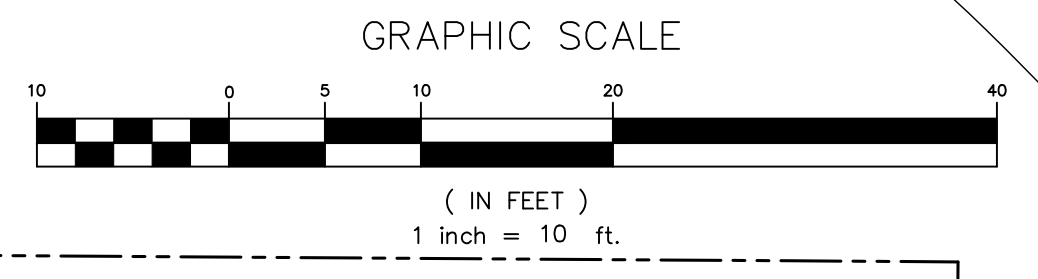
FEMA: PLANNED MULTIPLE OCCUPANCY GROUP  
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PROPOSED USE: PLANNED MULTIPLE OCCUPANCY GROUP  
PROPOSED BUILDING SIZE: 17,695 SF GROSS CONDITIONED LOWER FLOOR  
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SETBACKS, ALL SIDES (B-1): 0' MINIMUM

SURVEY DATA PROVIDED BY R.S. JONES AND ASSOCIATES INC.

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PRINCIPAL ENGINEER  
PHIL KOCH - NCPPE #22634

**204 NORTH FIFTH STREET**  
MEBANE, NORTH CAROLINA 27302

**LIGHTING PLAN**

REV.	DATE	DESCRIPTION	BY
1	10/11/2021	MINOR DECK REVISION	SCS
2	11/24/2021	PER CITY COMMENTS	SCS
3	12/20/2021	PER CITY COMMENTS	SCS

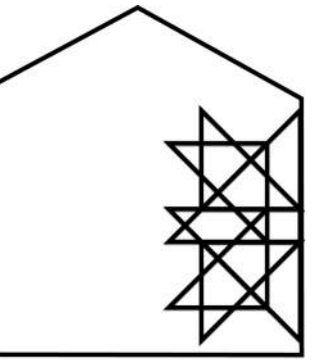
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HORIZONTAL SCALE: 1" = 10'  
VERTICAL SCALE: N/A  
PROJECT MANAGER: CPK  
DRAWN BY: CPK  
PROJECT NO: 20-13  
DRAWING NAME: 20-12 WORKING

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**SHEET NO.**  
**C7.1**

SITE PLAN



**flock**  
design&architecture  
202 north seventh street  
m e b a n e, N C 27302  
phone: 310.710.6758  
email: anna@flockdna.com

Consultant:

Consultant Stamp:

**NOT FOR  
CONSTRUCTION**

**220-204 FIFTH ST.  
REPAIRS AND RENOVATION**

204 FIFTH STREET,  
Mebane, North Carolina 27302

Mark Date

PROJECT NO. 1801  
DRAWN BY: AAW  
DATE: 11/15/21

SUP  
APPLICATION

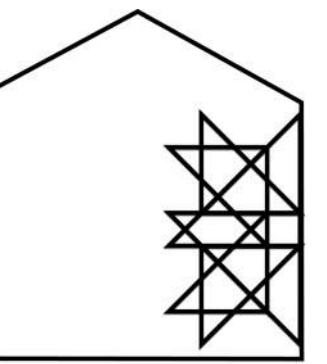
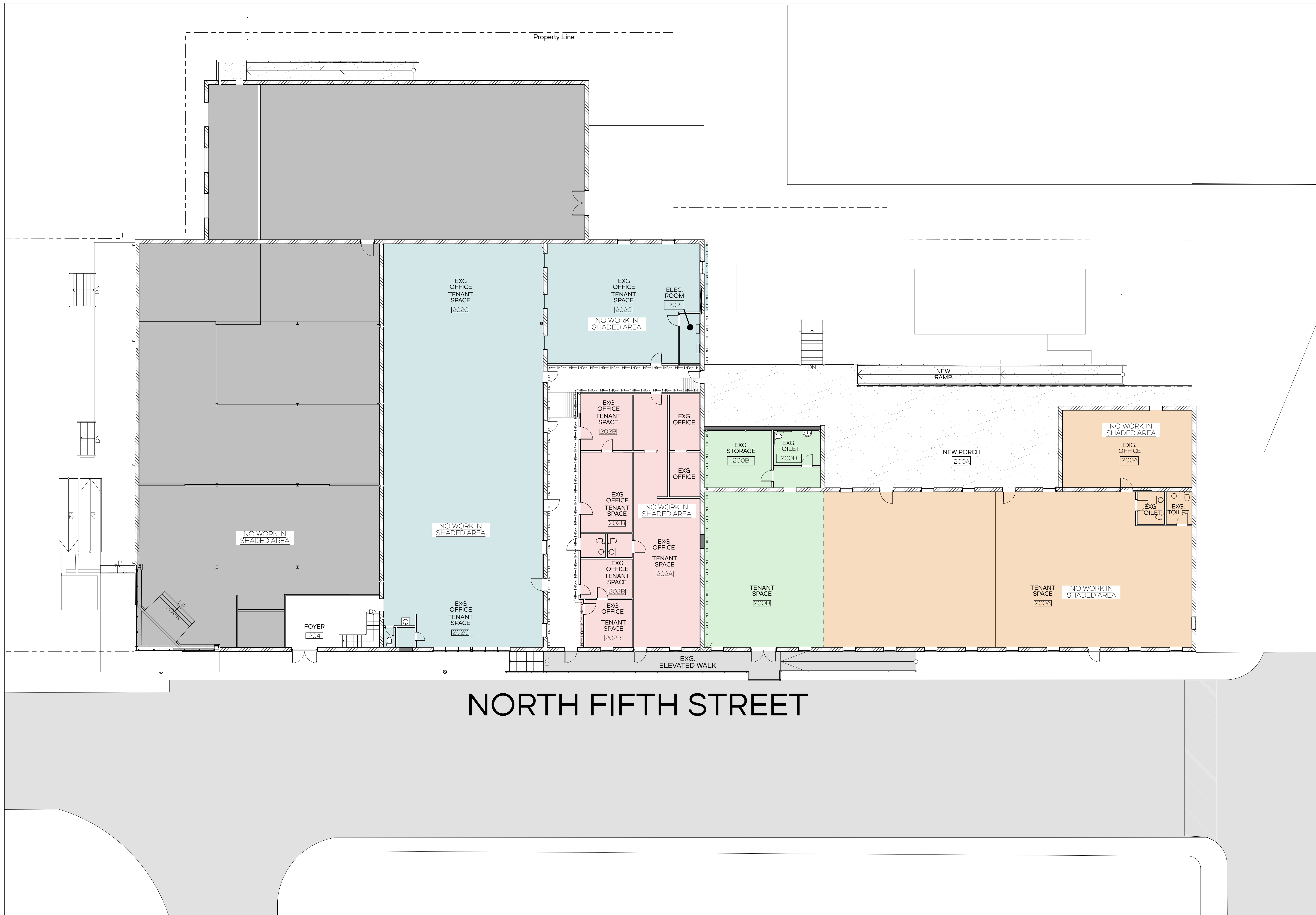
Lower Level  
Plan

**A-1**



**NORTH FIFTH STREET**

① Lower Level Plan  
SCALE: 3/32" = 1'-0"



**flock**  
 design&architecture  
 202 north seventh street  
 mebane, NC 27302  
 phone: 310.710.6758  
 email: anna@flockdna.com

Consultant:

Consultant Stamp:

**NOT FOR CONSTRUCTION**

**220-204 FIFTH ST.  
 REPAIRS AND RENOVATION**

204 FIFTH STREET,  
 Mebane, North Carolina 27302

Mark	Date

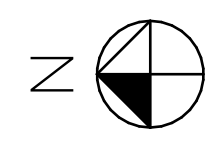
PROJECT NO: 1801  
 DRAWN BY: AAW  
 DATE: 11/15/21

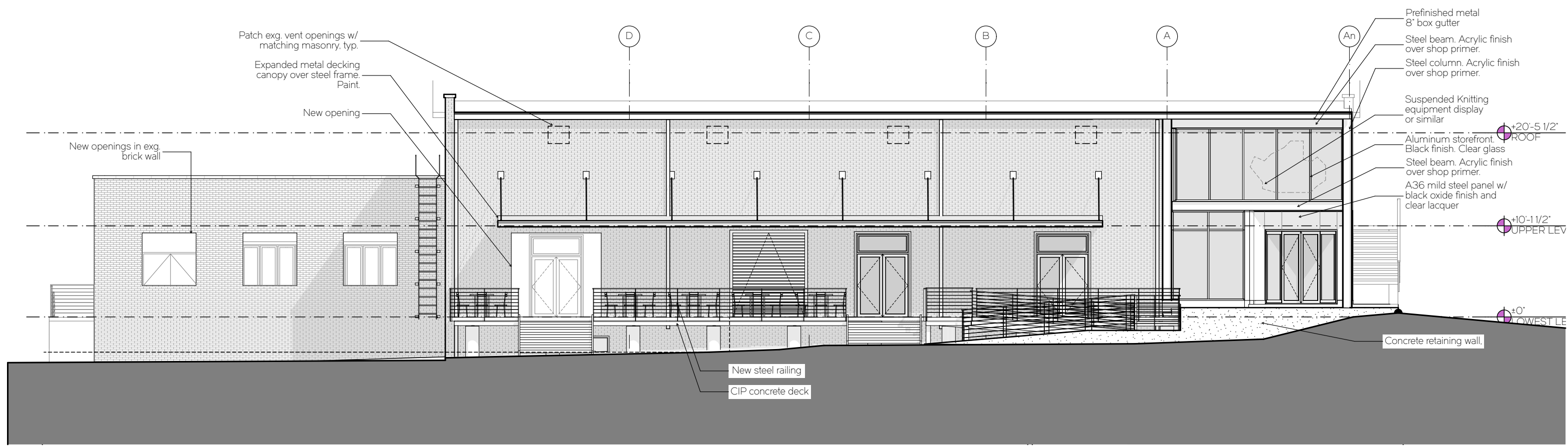
SUP APPLICATION

Upper Level Plan

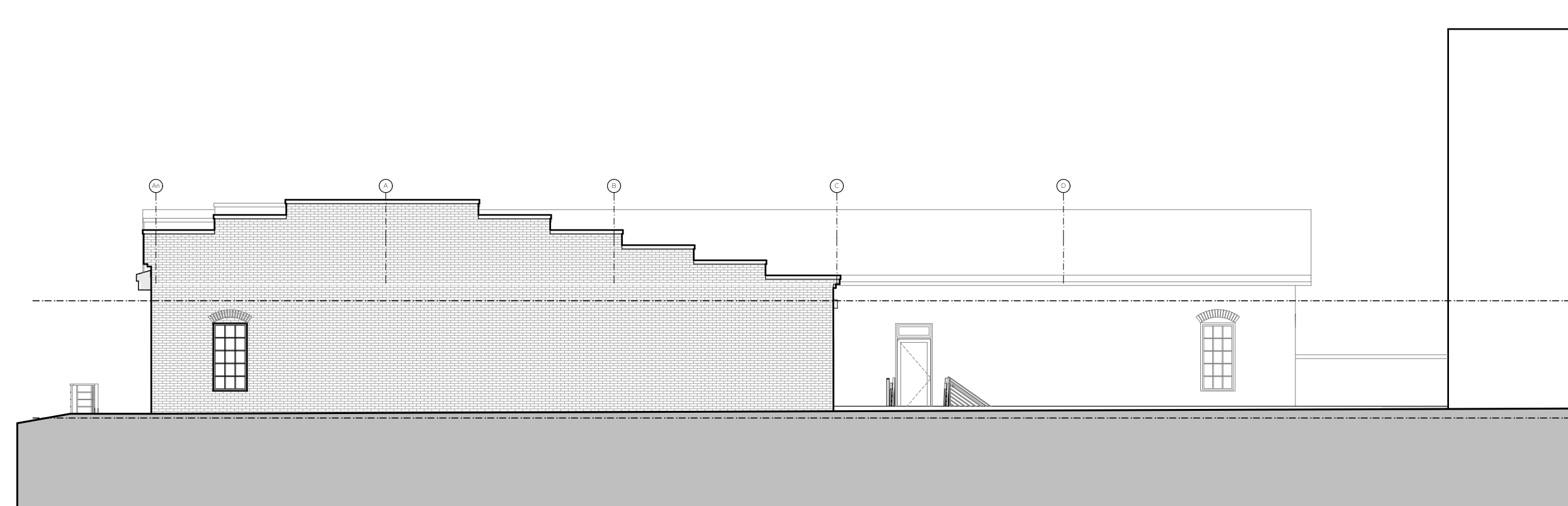
**A-2**

① Upper Level Plan  
 SCALE 3/32" = 1'-0"

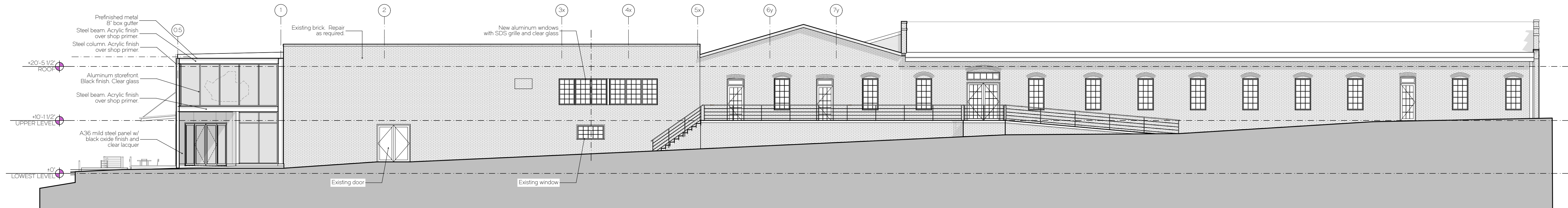




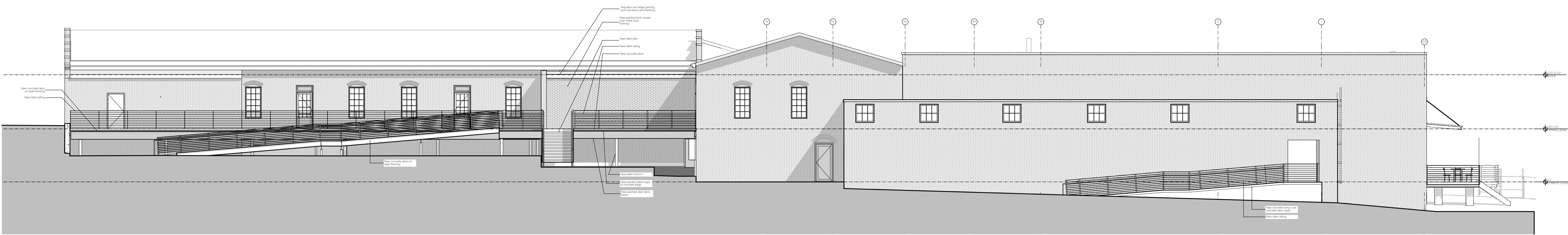
1 North Elevation  
SCALE: 3/32" = 1'-0"



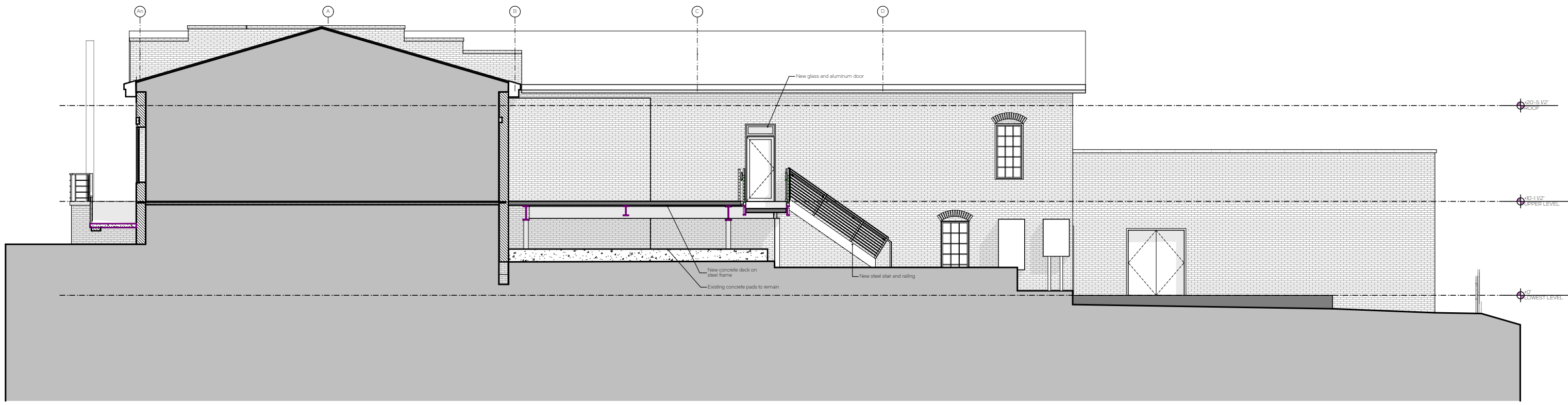
2 South Elevation  
SCALE: 3/32" = 1'-0"



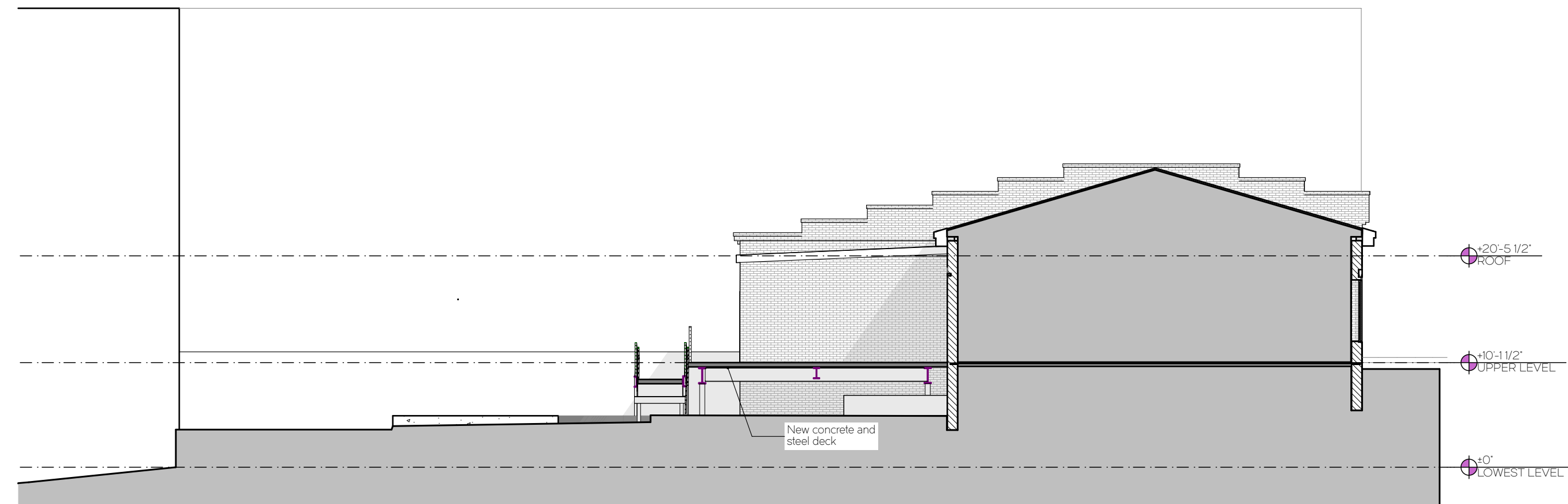
3 West Elevation  
SCALE: 3/32" = 1'-0"



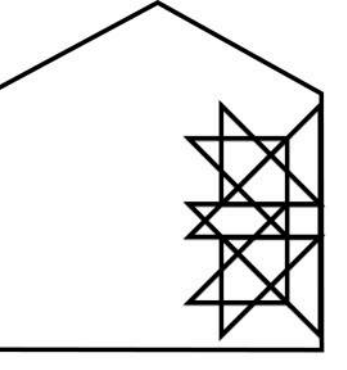
4 East Elevation  
SCALE: 3/32" = 1'-0"



5 Courtyard Elevation - Looking North  
SCALE: 3/32" = 1'-0"



6 Courtyard Elevation - Looking South  
SCALE: 3/32" = 1'-0"



**flock**  
design&architecture  
202 north seventh street  
mebane, nc 27302  
phone: 310.710.675.8  
email: anna@flockdna.com

Consultant:  
Consultant Stamp:

NOT FOR CONSTRUCTION

220-204 FIFTH ST.  
REPAIRS AND RENOVATION

204 FIFTH STREET,  
Mebane, North Carolina 27302

Mark	Date

PROJECT NO: 1801  
DRAWN BY: AAW  
DATE: 11/15/21

SUP APPLICATION

Exterior Elevations

**A-3**



---

# PLANNING PROJECT REPORT

DATE	01/04/2022
PROJECT NAME	204 North Fifth Street
PROJECT NUMBER	RZ 22-02; SUP 22-01
APPLICANT	Carreno Developers, LLC P.O. Box 2366 Chapel Hill, NC 27514

## CONTENTS

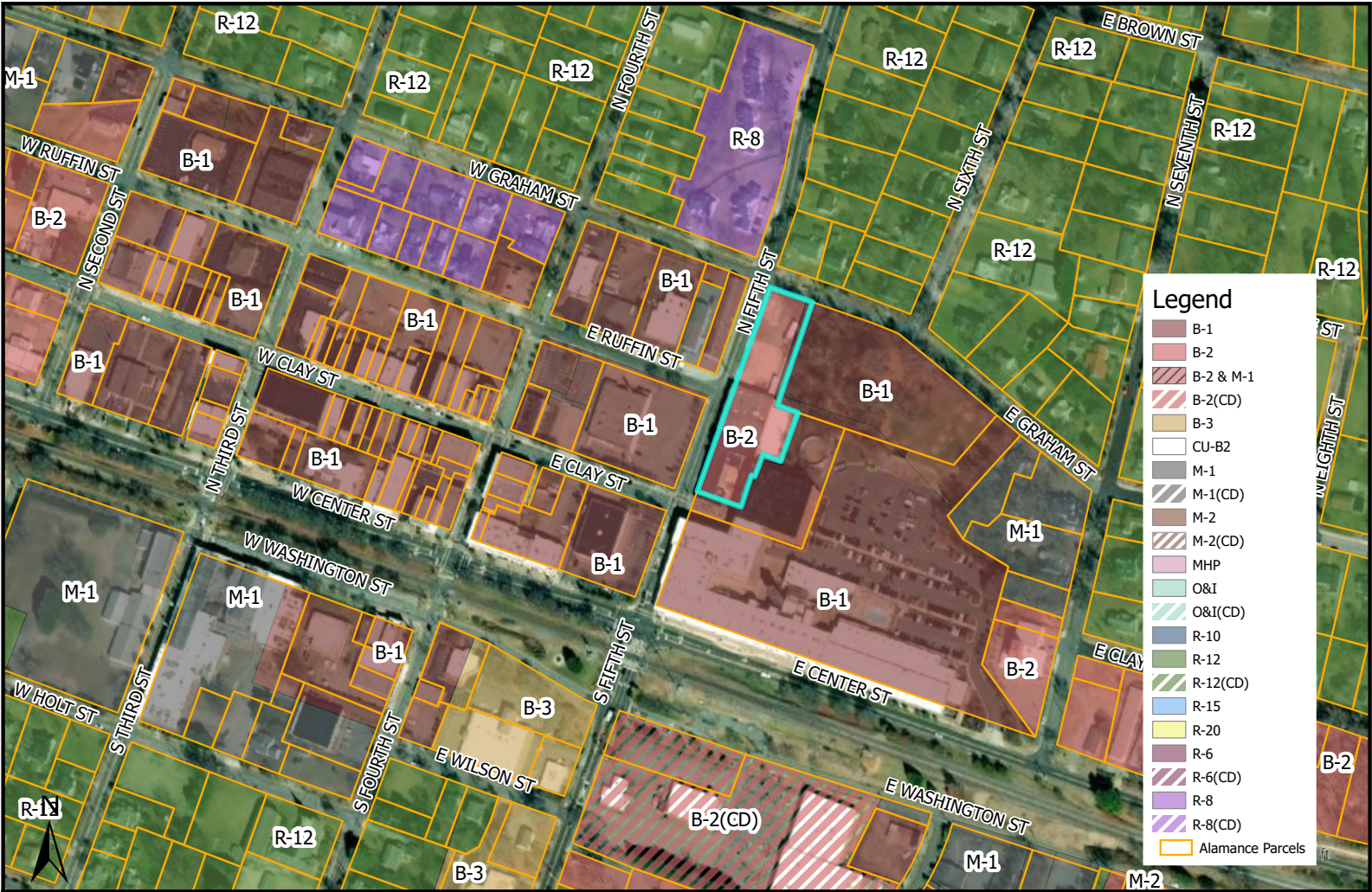
PROJECT NAME & APPLICANT .....	PAGE 1
ZONING REPORT .....	PAGE 2
LAND USE REPORT .....	PAGE 4
UTILITIES REPORT .....	PAGE 7
STAFF ZONING REQUEST RECOMMENDATION .....	PAGE 8



## ZONING REPORT

<b>EXISTING ZONE</b>	B-2 (General Business District) Rezoning to B-1(CD) (Central Business Conditional District)
<b>REQUESTED ACTION</b>	Application for a Special Use Permit for existing Planned Multiple Occupancy Group, per Section 4-7.14 (C) of the Mebane Unified Development Ordinance (UDO)
<b>CONDITIONAL ZONE?</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>CURRENT LAND USE</b>	Planned Multiple Occupancy Group
<b>PARCEL SIZE</b>	+/-1.26 acres
<b>PROPERTY OWNERS</b>	Carreno Developers, LLC P.O. Box 2366 Chapel Hill, NC 27514 GPIN 9825145309
<b>LEGAL DESCRIPTION</b>	The applicant proposes to rezone the +/- 1.26-acre property addressed 204 N Fifth Street (PIN 9825145309) from B-2 (General Business District) to B-1(CD) (Central Business Conditional District). Additionally, the applicant is applying for a Special Use Permit to allow for a Planned Multiple Occupancy Group.
<b>AREA ZONING &amp; DISTRICTS</b>	Surrounding properties are primarily zoned B-1 (Central Business District). Residential properties to the north of the site are zoned R-8 and R-12 (Residential Districts).
<b>SITE HISTORY</b>	The structure on the property was built in 1952. The parking lot on the property is currently underdeveloped and nonconforming to City standards. Stream buffer is present on the property.
<b>STAFF ANALYSIS</b>	
<b>CITY LIMITS?</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>PROPOSED USE BY-RIGHT?</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>SPECIAL USE?</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>EXISTING UTILITIES?</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>POTENTIAL IMPACT OF PROPOSED ZONE</b>	A rezoning to B-1 is consistent with surrounding zoning and is better designed to provide appropriate setbacks, uses, and standards for property in Downtown Mebane, as recommended in both the City's <i>Downtown Vision Plan</i> and Comprehensive Land Development Plan <i>Mebane By Design</i> .





**CITY OF MEBANE  
ZONING MAP**

**204 North Fifth Street  
RZ 22-02 & SUP 22-01**

1 inch = 300 feet

**DATE: 01/05/2022**

**DRAWN BY: AO**



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## LAND USE REPORT

<b>EXISTING LAND USE</b>	Planned Multiple Occupancy Group
<b>PROPOSED LAND USE &amp; REQUESTED ACTION</b>	The applicant is proposing to renovate the existing structure and improve a nonconforming parking lot. Use of the tenant spaces in the building will be limited to the uses specified in the attachment, which is more restrictive than what is permitted in the B-1 Zoning District.
<b>PROPOSED ZONING</b>	B-1(CD)
<b>PARCEL SIZE</b>	+/-1.26 ac
<b>AREA LAND USE</b>	<p>Residential uses neighbor the property to the north and south. The Lofts at White Furniture (apartments) are to the south, while single-family residential is to the north across E Graham Street. The core of Downtown Mebane is to the west. Immediate neighbors include a self-storage building, Dollar General, and furniture store. Vacant commercial land is to the east and includes a stream.</p> <p>The property is between two historic districts as recognized by the North Carolina State Historic Preservation Office. The Lofts at White Furniture along with the vacant land neighboring the subject property's parking lot is in one historic district. Additionally, much of Downtown Mebane between N Third and N Fourth is in a commercial historic district.</p>
<b>ONSITE AMENITIES &amp; DEDICATIONS</b>	No onsite amenities or dedications are proposed. The applicant will need to execute an encroachment agreement with the City to address existing encroachments into the public right-of-way.
<b>WAIVER REQUESTED</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>DESCRIPTION OF REQUESTED WAIVER(S)</b>	<p>The applicant is requesting two waivers from requirements of the Mebane UDO.</p> <p>First, the applicant is seeking a waiver from the parking requirements specified in Table 6-4-1. A parking deficiency already exists for the multi-tenant building. The proposal to improve the parking lot will provide 38 parking spaces, falling short of the estimated 124 required spaces. Section 6-4.1 of the Mebane UDO specifies parking requirements for uses in the B-1 Central Business District are to be reviewed on a case-by-case basis and deviations may be allowed.</p> <p>Second, the applicant is seeking a waiver from Section 6-1, F.4(a) to allow for the use of aluminum and steel on a portion of the building.</p>



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**CONSISTENCY WITH *MEBANE BY DESIGN* STRATEGY**

**LAND USE GROWTH STRATEGY  
DESIGNATION(S)**

G-1 Downtown Mixed-Use

***MEBANE BY DESIGN* GOALS &  
OBJECTIVES SUPPORTED**

GROWTH MANAGEMENT 1.1

Encourage a variety of uses in growth strategy areas and in the downtown, promote/encourage a village concept that supports compact and walkable environments.

GROWTH MANAGEMENT 1.2

Continue to support historic Downtown Mebane's culture: aesthetics, walkability, bikeability, shopping, dining and housing options.

***MEBANE BY DESIGN* GOALS &  
OBJECTIVES NOT SUPPORTED**





## UTILITIES REPORT

AVAILABLE UTILITIES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
PROPOSED UTILITY NEEDS	No new utilities are proposed.
UTILITIES PROVIDED BY APPLICANT	N/A
MUNICIPAL CAPACITY TO ABSORB PROJECT	N/A
CONSISTENCY WITH MEBANE LONG RANGE UTILITY PLAN?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A

**ADEQUATE STORMWATER CONTROL?** The property is in the General Watershed Area Overlay District and stream buffer is present. The proposed improvements will reduce the impervious area coverage from 90.3% to 83.8%.

**INNOVATIVE STORMWATER MANAGEMENT?**  YES  NO  N/A

### TRANSPORTATION NETWORK STATUS

**CURRENT CONDITIONS** North Fifth Street is a two-lane, City-maintained street connecting E Stagecoach Road and E Center Street (US 70). It operates as a bicycle boulevard with shared-lane pavement markings and signage.

Average daily traffic counts are not available for N Fifth Street. Counts are available for the southern stretch of Fifth Street, which is maintained by the NCDOT. In 2020, the annual average daily traffic count was 13,000 on the stretch of S Fifth Street between Mebane Oaks Road and E Center Street. There have been 18 crashes at the intersection of North Fifth Street and E Center Street or the NC Railroad line. One of the crashes resulted in minor injuries.

**TRAFFIC IMPACT ANALYSIS REQUIRED?**  YES  NO

**DESCRIPTION OF RECOMMENDED IMPROVEMENTS** N/A

**CONSISTENCY WITH THE MEBANE BICYCLE AND PEDESTRIAN TRANSPORTATION PLAN?**  YES  NO

**MULTIMODAL IMPROVEMENTS PROVIDED BY APPLICANT?**  YES  NO

**DESCRIPTION OF MULTIMODAL IMPROVEMENTS** Sidewalks already exist along N Fifth Street and E Graham Street. The applicant will provide handicap ramps and crosswalks at both parking lot entrances – one on N Fifth and one on E Graham.



## STAFF RECOMMENDATION

STAFF ZONING RECOMMENDATION  APPROVE  DISAPPROVE

STAFF SPECIAL USE FINDING  CONSISTENT  NOT CONSISTENT.....WITH *MEBANE BY DESIGN*

### RATIONALE

The proposed development “204 North Fifth Street” is consistent with the guidance provided within *Mebane By Design*, the Mebane Comprehensive Land Development Plan. In particular, it meets the description and goals of the Downtown, Mixed-Use Growth Area and is consistent with Growth Management Goals 1.1 and 1.2, as well as the goals and objectives of the *Mebane Downtown Vision Plan*. The project will bring an existing parking lot into conformance with City standards and improve the Downtown environment.

### PUBLIC INTEREST CONFORMANCE?

ENDANGER PUBLIC HEALTH OR SAFETY?  YES  NO

SUBSTANTIALLY INJURE THE VALUE OF ADJOINING OR ABUTTING PROPERTY?  YES  NO

HARMONIOUS WITH THE AREA IN WHICH IT IS LOCATED?  YES  NO

CONSISTENT WITH *MEBANE BY DESIGN*, THE MUNICIPAL COMPREHENSIVE LAND DEVELOPMENT PLAN?

- The application is consistent with the objectives and policies for growth development contained in the City of Mebane Comprehensive Land Development Plan, *Mebane By Design*, and, as such, has been recommended for approval.
- The application is not fully consistent with the objectives and policies for growth and development of the City of Mebane Comprehensive Land Development Plan, *Mebane By Design*, but is otherwise in the public interest and has been recommended for approval. The Comprehensive Land Development Plan must be amended to reflect this approval and ensure consistency for the City of Mebane’s long-range planning objectives and policies.
- The application is not consistent with the objectives and policies for growth and development of the City of Mebane Comprehensive Land Development Plan, *Mebane By Design*, and, as such, has been recommended for denial.



## Technical Memorandum

Date: January 5, 2022

To: Cy Stober, Development Director

From: Franz K. Holt, City Engineer

Subject: Proposed Parking Lot Improvements at 204 North Fifth Street – City Engineering review

The site plans for the subject improvements dated December 20<sup>th</sup>, 2021 and prepared by Charles P. Koch with EarthCentric Engineering Inc. in Mebane, NC, have been reviewed by the Engineering Department as a part of the TRC plan review process. Our technical review comments are as follows:

- A. General – Carreno Developers LLC proposes to make improvements to its current concrete and gravel parking lot which serves a planned renovation of the existing building on the 1.26 acre site. The site plans include thirty eight (38) new paved parking spaces to be installed to City of Mebane standards including meeting dimension requirements and abutting curb and gutter or raised sidewalk with added wheel stops where needed.
- B. Section 5 of the UDO - Stormwater Management, Phase 2 Stormwater New Development Regulations, Watershed Overlay District Requirements, and Jordan Lake Riparian Buffer Regulations.
  1. Stormwater Management requirements are provided under Sec. 5-2 of the UDO.

Section 5-2 includes general design requirements for new development projects within the City limits. The site parking lot currently has an existing storm drainage pipe running through it which carries North Fifth Street stormwater runoff to the creek. The proposed new parking lot will have a similar sheet flow drainage pattern to what currently exists with the runoff being captured in a gravel planter to promote reduced velocity into the stream buffer. The need for a possible driveway pipe at Graham Street will be evaluated further at the construction drawing submittal.
  2. Phase 2 Stormwater New Development Regulation requirements are provided under Sec. 5-3 of the UDO.

Sec. 5-3 in the UDO provides standards for water quality in compliance with the City's Phase 2 Stormwater regulations. Projects disturbing greater than 1.0 acres with increased impervious area are subject to water quality standards in Section 5-3 that include treatment of the first 1" of runoff and predevelopment runoff rate matching for at least the 10 year storm event. Section 5-3 does not apply to this project as it disturbs less than 1 acre of land and has a net reduction in impervious area.
  3. Watershed Overlay District requirements are provided under Sec. 5-4 of the UDO.

These requirements in the UDO are for the water supply watersheds within the City's planning jurisdictions, including the Back-Creek Watershed, which includes the Graham-Mebane Lake. The proposed parking lot improvements are within the Balance of Watershed with limitations on built upon area of 12% for new non-residential development without engineered storm water controls. The project proposes to meet these requirements with a net reduction in built upon area.
  4. Jordan Lake Riparian Buffer requirements are provided under Sec. 5-6 of the UDO.

These requirements in the UDO regulate 50' stream buffers along regulated streams within the City's planning jurisdiction. This project includes elements that are within the stream buffer. The project is exempt from the buffer regulations through no new impervious area being permitted on areas that do not already have existing impervious surfaces. Vegetated impacts within the buffer will comply with the buffer ordinance.

- C. Access – The proposed parking lot will have one entrance off of North Fifth Street (current and doing away with second northern entrance) and a new entrance off of Graham Street with ingress and egress allowed at each entrance. Sidewalks exist along the frontage of North Fifth Street and Graham St. and will be reworked as needed at the new constructed entrances with HC ramps/domes at each location.
- D. Permits – No stormwater or stream buffer permits associated with the parking lot improvements are required based on the existing site conditions and proposed improvements.
- E. Construction Plans – Final site construction plans in greater detail will need to be submitted to TRC for approval.



**From:** [Anna Wirth](#)  
**To:** [Cy Stober](#); [Audrey Vogel](#); [Ashley Ownbey](#)  
**Cc:** [Phil Koch](#); [Shawn Sidener](#); [Pedro Carreno](#)  
**Subject:** Request for continuation for 200-204 N 5th Street SUP/Rezoning Hearing  
**Date:** Monday, January 31, 2022 8:51:32 PM  
**Attachments:** [letterhead-top-sm.png](#)

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

Hello,

I am writing to inform your Planning Department team and City of Mebane staff that we have encountered a scheduling conflict with the Appraiser for the project at 200-204 N. 5th Street and, on behalf of the Owner of the property, Carreño Developers, will be seeking a continuation at the February 7th City Council Meeting.

We would like to present the Council and staff with a complete package of information for their consideration of the Zoning Change and SUP request for 200-204 N 5th Street and feel that the absence of the Appraiser at the Evidentiary Hearing would result in an incomplete representation of the project.

We value the councilmembers' time and want to provide every resource we can to help create a clear and researched understanding of the property and the project's zoning requests.

We will be present at the February 7th Council meeting to request a continuation.

In the interim, we are planning to conduct a virtual neighborhood meeting on Wednesday, February 2 to introduce the project to the community and to collect input and discuss the challenges and benefits of the zoning requests.

Please don't hesitate to contact us if you have any questions or require further documentation of our request.

Many thanks.

Anna Arellanes Wirth, AIA, leed ga  
e: [anna@flockdna.com](mailto:anna@flockdna.com) p: 310. 710. 6758  
[FLOCK DESIGN AND ARCHITECTURE](#)





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## AGENDA ITEM #6

### Mebane Fire Department Executive Board 2022

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**Meeting Date**

February 7, 2022

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**Presenter**

Bob Louis, Fire Chief

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**Public Hearing**

Yes  No

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**Summary**

Approval of the 2022 Mebane Fire Department Executive Board.

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**Background**

Chief Louis requests Council's approval of the 2022 Executive Board.

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**Financial Impact**

No financial impact.

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**Recommendation**

Staff recommends the approval of the Executive Board as presented.

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**Suggested Motion**

I move to approve the 2022 Mebane Fire Department Executive Board as presented.

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**Attachments**

1. List of 2022 Executive Board

TO: Chris Rollins

FROM: Bob Louis

DATE: January 4<sup>th</sup>, 2022

RE: 2022 Executive Board Membership

Mr. Rollins,

The following is a list of the Executive Board Membership for the year 2022.

Chief	Bob Louis	(Career Position)
1 <sup>st</sup> Assistant Chief	Tim Bradley	(Volunteer Appointed)
2 <sup>nd</sup> Assistant Chief	Jimmy Hinshaw	(Volunteer Appointed)
Captain 301	Greg Massey	(Career Position Appointed)
Deputy FM 302	Jamie Joseph	(Career Position Appointed)
Captain 303	John Wellons	(Volunteer Appointed)
Captain 304	Mike Hoover	(Volunteer Appointed)
Captain 305	Brandon Dunn	(Volunteer Appointed)
Captain 306	Jerry Payne	(Career Position Appointed)
Captain 307	Lee Hicks	(Career Position Appointed)
Captain 308	Troy Shaw	(Career Position Appointed)
Lieutenant 311	Jason Faulkner	(Career Position Appointed)
Lieutenant 312	Josh Little	(Career Position Appointed)
Lieutenant 313	Jason Hackler	(Career Position Appointed)
Lieutenant	Chris Sizemore	(Career Position Appointed)
Lieutenant	Kyle Riley	(Career Position Appointed)
Lieutenant	Andy Koczak	(Career Position Appointed)
Secretary	Dana Massey	(Volunteer Position Elected)
Treasurer	Mike Harris	(Volunteer Position Elected)

Bob Louis



## AGENDA ITEM # 7

### Compensation Study Findings and Recommendations

#### Meeting Date

February 7, 2022

#### Presenter

Beatrice Hunter, Human Resources Director  
Susan Manning, Human Resources Consultant  
Chris Rollins, City Manager

#### Public Hearing

Yes  No

#### Summary

Susan Manning, HR Consultant, will present study findings, salary recommendations, and proposed pay plan update resulting from the compensation study analysis.

#### Background

The Council approved a compensation study for the City of Mebane to ensure that salaries and salary ranges are competitive with the regional labor market in order to meet the City's current and future business needs to attract and retain well-qualified, high-performing employees.

The last time that a compensation study was conducted for Mebane was in 2013-2014.

#### Financial Impact

Study findings resulted in proposed salary increases for 89 out of 146 full time employees.

The annual salary increase cost to implement the study is \$263,487.00. The cost to implement these increases in March 2022 is \$87,829.00.

Cost of Living Adjustments (COLA)

Consideration for a Cost of Living increase with March implementation is also recommended. Inflation is at a 40 year high and is eroding the value of employee salaries. The Consumer Price Index as of December 31, 2021 is 7%, and growth in salaries for the same period is 4%.

Financial impact of COLA:

2.5%- \$88,883

3%- \$106,659

#### Recommendation

Staff recommends Council approves study recommendations and implementation costs as outlined in the presentation.

Staff recommends approval of proposed Position Classification & Pay Plan.

Staff recommends approval of COLA effective in March.

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**Suggested Motion**

Motion to approve study recommendations and implementation costs and proposed Position Classification & Pay Plan.

Motion to approve COLA for March implementation.

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**Attachments**

1. PowerPoint Presentation
2. Proposed FY 23 Pay Plan



# City of Mebane Compensation Study

February 7, 2022

Presented by Susan Manning, HR Consultant

# Purpose

- ▶ To complete a compensation study for the City of Mebane to ensure that salaries and salary ranges are competitive with the regional labor market in order to meet the City's current and future business needs to attract and retain well-qualified, high-performing employees.

# Need for the Study

- ▶ Last study completed in 2013-2014
- ▶ City is impacted by growing economy in Triangle and Triad
- ▶ 3.9% unemployment creating recruitment & retention issues
- ▶ Salaries are increasing by 4% per year
- ▶ Cost of Living at 6-7% is eroding wage gains
- ▶ Recruitment and retention challenges particularly in Public Works, Public Utilities and Police
- ▶ Difficult to attract qualified candidates



# Goals for the Study

- ▶ Assess the competitiveness of the City's salary ranges and salaries using a custom salary survey;
- ▶ Ensure that Mebane's salary ranges and salaries are competitive with the market;
- ▶ Ensure that job descriptions and classifications accurately reflect organizational changes and job responsibilities;
- ▶ Identify job classifications that may be experiencing turnover and recruitment challenges;
- ▶ Identify strategies to enhance recruitment & retention of staff.

# Project Milestone Dates

- ▶ Initial meeting with City Manager & Staff – August 27
- ▶ Project Kick-off meeting with Directors – September 17
- ▶ Distribute Salary Survey – September 30
- ▶ Survey Responses Due – October 15
- ▶ Conduct Analysis & Develop Findings – November 15
- ▶ Share Recommendations with City Leadership-November
- ▶ Develop cost and implementation options – December & January
- ▶ Present Recommendations to City Council – February
- ▶ Possible Implementation Date - March

# Compensation Review – Regional Salary Survey

- ▶ Select 43 job classifications to include in survey
- ▶ Identify 17 benchmark organizations in region to survey
- ▶ Request the following data:
  - ▶ Actual salaries/average actual salaries being paid
  - ▶ Salary Ranges – Minimum-Midpoint-Maximum
  - ▶ # of employees in each job classification

# Benchmark Communities

- ▶ Alamance County
- ▶ Burlington
- ▶ Elon
- ▶ Graham
- ▶ Greensboro
- ▶ High Point
- ▶ Archdale
- ▶ Thomasville

- Orange County
- Carrboro
- Chapel Hill
- Hillsborough
- Apex
- Holly Springs
- Knightdale
- Morrisville

OWASA

# Salary Survey Results

- ▶ Surveyed 43 of 76 City job classifications
- ▶ 16 of 17 communities responded (94%)
- ▶ 2 job classifications received insufficient data
- ▶ Calculated Market Rates & Median Salaries for 41 classes
- ▶ 18 classifications were competitive with the market and 23 were below market
- ▶ 2 additional classes were below market

# Salary Range Methodology

- ▶ Calculating a Market Rate:
  - ▶ Average of actual salaries being paid in the market for each job classification;
  - ▶ Adjusted market rate excludes outliers
  - ▶ Calculate a Market Range = +/- 5% of Market Rate
  - ▶ Compare Midpoint/Job Rate of current range to Market Rate
  - ▶ Midpoint/Job Rate should fall within Market Range
- ▶ Calculating Median Salary – 50<sup>th</sup> percentile
- ▶ Determine if salary range is at, above or below market

# Job Classifications Below Market

- ▶ 8 Management Classes
- ▶ 4 Administrative & Professional Classes
- ▶ 7 Labor, Trades & Technical Classes
- ▶ 4 Public Safety Classes

# Job Classifications At Market

- ▶ 3 Management Classes
- ▶ 5 Administrative & Professional Classes
- ▶ 4 Labor, Trades & Technical Classes
- ▶ 6 Public Safety Classes



# Compensation Analysis & Recommendations

- ▶ Adjust below market salary ranges by 5-15% to be competitive with regional market
- ▶ Maintain 17 at-market salary ranges
- ▶ Reduce 2 above market salary ranges to align to market
- ▶ Review and adjust additional salary ranges not included in the survey using related classes as benchmarks
- ▶ Develop proposed Position Classification & Pay Plan

# Employee Salary Analysis Methodology

- ▶ Reviewed all employee salaries and their qualifications to ensure they are being paid competitively and equitably;
- ▶ Employee salaries below the minimum of the new range are recommended to increase to the minimum or \$15 per hour, whichever is greater;
- ▶ Employee salaries that are above the minimum but below the Median and/or Market Rate are recommended for a 5-15% adjustment to bring them closer to the market;
- ▶ Employee salaries that are above the Median or Market rate are not recommended for increases.

# Employee Salary Findings & Recommendations

- ▶ The majority of professional and management employees are being paid competitively with the market;
- ▶ Most administrative employees are being paid appropriately;
- ▶ The majority of labor, trades and technical employees are being paid below market and need salary adjustments to avoid turnover;
- ▶ Most Police Officers are being paid below market and need salary adjustments to enhance recruitment and retention.

# Employee Salary Analysis – Findings & Recommendations

- ▶ Most recommended salary increases are 5% except for some positions in Public Works and Police Officers, whose ranges are recommended to increase by more than 5%.
- ▶ Adjusting the Police Officer salary range by 10% to remain competitive in the region required comparable salary increases for Police Officers and 5% increases for Corporal, Investigators and Sergeants to maintain internal equity commensurate with their qualifications and avoid pay compression.
- ▶ Employee qualification review identified some internal equity and pay compression issues that were addressed in the study.

# Study Cost & Implementation

- ▶ 89 of 146 employees are recommended for salary increases
- ▶ Majority of increases are for employees in Public Safety, Public Works and Public Utilities
  
- ▶ Annual Salary Increase Cost:                   \$263,487
- ▶ Cost for March Implementation:               \$ 87,829

# Next Steps

- ▶ Approve study recommendations and implementation costs
- ▶ Approve proposed Position Classification & Pay Plan
- ▶ Continue to develop strategies to reduce turnover and enhance employee retention
- ▶ Update the salary study in 2-3 years to keep pace with market

# Cost of Living Adjustments (COLA)

- ▶ Inflation is at a 40 year high
- ▶ Consumer Price Index – December 31, 2021 – 7%
- ▶ Growth in salaries for the same period – 4%
- ▶ Inflation is eroding the value of employee salaries
- ▶ Recommend two options for COLA effective March
  - ▶ 2.5% - \$88,883
  - ▶ 3% - \$106,659

Questions?





## CITY OF MEBANE POSITION CLASSIFICATION AND PAY PLAN

Proposed

Grade	Classification Title	Minimum	Job Rate	Maximum
3	Maintenance Worker	\$27,237	\$33,837	\$42,219
	Sanitation Worker			
4	Groundskeeper	\$28,599	\$35,531	\$44,329
	Maintenance Technician			
	Receptionist/Office Assistant			
5	Meter Reader	\$30,029	\$37,306	\$46,546
6	Equipment Operator I	\$31,531	\$39,173	\$48,873
	Meter Reader Technician			
7	Equipment Operator II	\$33,107	\$41,131	\$51,317
	Wastewater Data Management Assistant			
	Police Cadet (Part-time)			
8	Administrative Support Specialist	\$34,763	\$43,187	\$53,882
	Customer Service Representative			
	Evidence Technician			
	Permit Specialist			
9	Accounting Tech I	\$36,501	\$45,348	\$56,576
	Equipment Operator III (Sanitation Equip Op)			
10	Accounting Tech II	\$38,325	\$47,616	\$59,405
	Automotive Mechanic			
	Building Maintenance Coordinator			
	Laboratory Technician			
	Utilities Location Technician			
	Utilities System Mechanic I			
	Wastewater Treatment Plant Opr			
11	Firefighter	\$41,426	\$49,995	\$63,277
	Recreation Program & Athletic Coordinator			
	Public Works Crew Leader			
	Utilities System Mechanic II			
12	Accounting Payroll Specialist	\$42,254	\$52,496	\$65,494
	Automotive Mechanic Supervisor			
	Code Enforcement Officer			
	Fire Engineer			

# CITY OF MEBANE POSITION CLASSIFICATION AND PAY PLAN

Proposed

Grade	Classification Title	Minimum	Job Rate	Maximum
	Fire Life Safety Educator			
	Parks Operations & Maintenance Crew Leader			
	Water Billing & Collections Specialist			
13	Compliance Manager	\$44,367	\$55,121	\$68,769
	Lead Wastewater Plant Operator			
	Police Accreditation Officer			
14	Accountant	\$46,586	\$57,879	\$72,207
	Building Code Inspector I			
	Fire Inspector I			
	Fire Lieutenant			
	Planner			
	Police Officer			
	Utilities Maintenance Crew Leader			
15	Human Resources Analyst	\$48,915	\$60,766	\$75,818
	Police Investigator			
	Police Corporal			
16	Building Code Inspector II	\$51,361	\$63,809	\$79,608
17	Accounting Supervisor	\$53,928	\$67,000	\$83,589
	Arts & Community Center Supervisor			
	Building Code Inspector III			
	Information Technology Specialist			
	Police Sergeant			
18	Athletics Director	\$56,624	\$70,350	\$87,769
	Fire Captain			
	Public Information Officer			
19	Assistant Public Works Director	\$59,456	\$73,868	\$92,157
	City Clerk			
	Special Projects Coordinator			
	Deputy Fire Marshal			
20	Assistant Fire Chief	\$62,429	\$77,559	\$96,764
	Police Lieutenant			
21	(Grade 20 reserved for future use)	\$65,550	\$81,439	\$101,603
22	(Grade 22 reserved for future use)	\$68,828	\$85,511	\$106,683

## CITY OF MEBANE POSITION CLASSIFICATION AND PAY PLAN

Proposed

Grade	Classification Title	Minimum	Job Rate	Maximum
23	Inspections Director	\$72,269	\$89,785	\$112,017
	Police Captain			
24	Assistant Police Chief	\$75,883	\$94,275	\$117,618
25	Planning Director	\$79,677	\$98,989	\$123,499
	Recreation and Parks Director			
26	Human Resources Director	\$83,661	\$103,938	\$129,674
27	Fire Chief	\$87,845	\$109,136	\$136,158
	Information Technology Director			
	Public Utilities Director (Wastewater Plant)			
	Public Utilities Director (Water/Sewer)			
	Public Works Director			
28	(Grade 28 reserved for future use)	\$92,237	\$114,593	\$142,966
29	Finance Director	\$96,849	\$120,322	\$150,114
	Police Chief			
32	(Grade 32 reserved for future use)			
33	Assistant City Manager	\$117,719	\$146,253	\$182,464



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## AGENDA ITEM #8

Waiver Request for Curb and Gutter at  
313 East Center Street  
from Jay Parker

### Presenter

Cy Stober, Development Director

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### Public Hearing

Yes  No

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### Summary

Jay Parker is requesting that, upon improvement of the property at 313 East Center Street, the existing parking area for visitors and employees have the curb and gutter requirements of the Mebane Unified Development Ordinance waived by the City Council. A site plan showing the proposed addition of a new building are attached.

The City of Mebane Unified Development Ordinance (UDO) Article 6, Section 4, Item 1.1 states that “When any building or structure is erected, modified, enlarged or increased in capacity, or any open use is established, modified or enlarged, the requirements of this Section shall be met.” Mr. Parker proposes to construct a new building at this property that would rely upon the existing parking area, which staff has determined has adequate parking spaces to support both the existing and proposed new building.

Article 6, Section 4.C (“Design Standards for Parking, Stacking, and Loading Areas, Improvements”) of the Mebane UDO states that “*Parking lots containing 12 or more spaces shall also include curbing and storm drainage facilities. Driveway aprons shall be constructed to extend to the improved roadway. Provided, however, upon application **the City Council may waive the requirement of curbing and/or storm drainage facilities where it is clearly demonstrated that curbing would be detrimental to the environment due to erosion or run off concerns or that the strict requirement of curbing and storm drainage would be unduly burdensome and financially not feasible.***” [Emphasis added.]

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### Financial Impact

No financial impact to the City. Applicant would be relieved of the construction cost of retrofitting the existing parking lot with curb and gutter.

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### Recommendation

Staff has no recommendation in the matter. The Mebane UDO reserves all powers and discretion to the City Council regarding parking improvements.

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### Attachments

1. 313 East Center Street site plan with proposed new building and parking lot showing existing conditions

TOTAL AREA = 61,807 SF+-  
 EXISTING BUILDING AND PARKING AREA = 11,744 SF+-  
 NET AREA = 50,063 SF+-  
 NEW BUILDING ADDITION AREA = 3071 SF+- (6.13%)

AREA TO BE GRADED = 0.22 ACRE+- (15.4%)

PARKING SPACES  
 EXISTING SPACES = 21  
 EXISTING HANDICAP SPACES = 1  
 SPACES REQUIRED = 18

BINGHAM LODGE NO. 272  
 TRACT 1  
 PB.363 P.156  
 ZONING - B-2  
 VACANT LAND

61807 SQ. FT+-  
 1.42 ACRES+-  
 (BY COORDINATES)  
 SUBJECT TO RAILROAD R/W

1" EIP TIE 74.60' LINE  
 N 70°08'40" W  
 E/P  
 1" EIP TIE 71.45'21" W  
 N 71°45'21" W  
 E/P  
 100'

SOUTHERN RAILROAD (200' R/W PB.72 P.145)  
 HWY 70 (EAST CENTER STREET)  
 R/W UNKNOWN (PUBLIC)

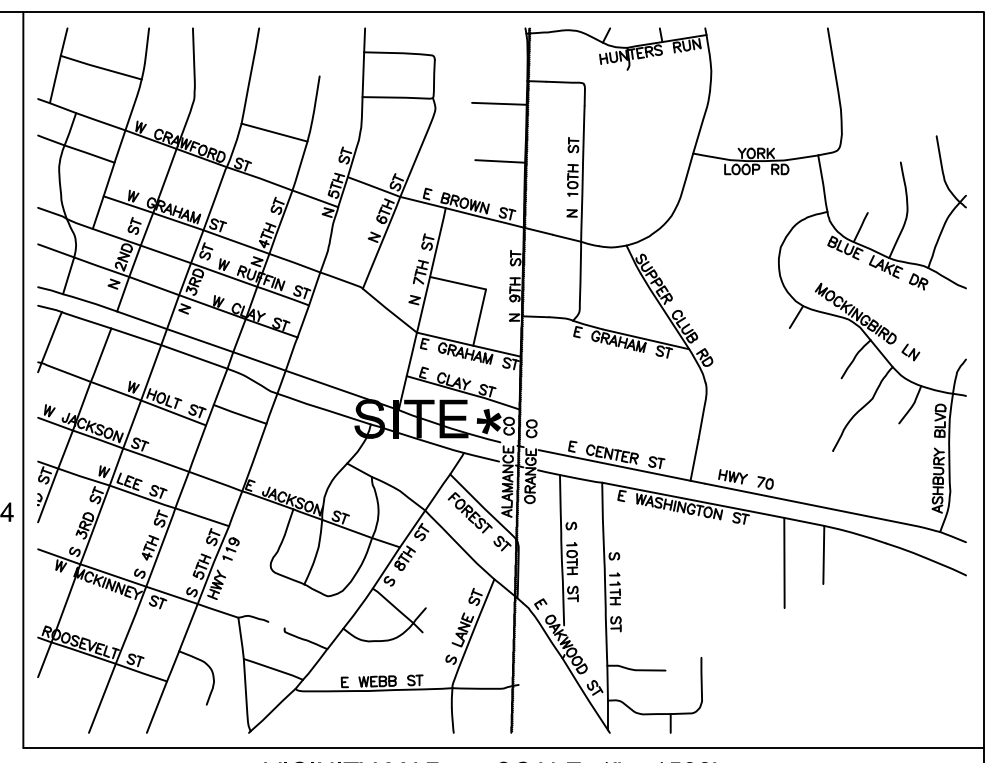
EAST CLAY STREET  
 R/W UNKNOWN (PUBLIC)

NORTH NINTH STREET  
 60' R/W (PUBLIC) PER PB.112 P.35

CURRENT OWNER  
 SAMUEL JOSHUA PARKER, III  
 313 EAST CENTER STREET  
 MEBANE, N.C. 27302



- LEGEND
- NPKN NEW PK NAIL
  - NIR NEW IRON ROD
  - EIP EXISTING IRON PIPE
  - B/C BACK OF CURB
  - R/W RIGHT OF WAY
  - E/P EDGE OF PAVEMENT
  - UP UTILITY POLE
  - YI YARD INLET
  - FH FIRE HYDRANT
  - OHE&C OVERHEAD ELECTRIC & CABLE
  - ⊙ MH MANHOLE



REF. NORTH  
 DB.3303 P.692-694

- GENERAL NOTES:
- 1) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
  - 2) ALL MEASUREMENTS ARE U.S. SURVEY FEET
  - 3) THIS PLAT IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
  - 4) THIS SURVEY MAY NOT SHOW ALL OF THE SETBACKS OR ORDINANCES AS SET FORTH BY ANY ZONING DEPARTMENT OR ANY OTHER GOVERNING BODIES FOR THE SUBJECT PROPERTY.
  - 5) THE LOCATION AND/OR EXISTENCE OF UTILITY SERVICE LINES AND UNDERGROUND UTILITIES ON OR SERVING THE SUBJECT PROPERTY ARE UNKNOWN AND ARE NOT SHOWN AS A PART OF THIS SURVEY.
  - 6) THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS OF RECORD AFFECTING THE SAME.
  - 7) TOPO INFORMATION TAKEN FROM ALAMANCE COUNTY GIS MAPS.
  - 8) STREETScape, PARKING LOT LANDSCAPING AND SCREENING WILL PROVIDED AS PER LANDSCAPING REQUIREMENTS
  - 9) TREE PROTECTION FENCING WILL BE INSTALLED AROUND ANY REMAINING VEGETATION.

ZONING DISTRICT - B-2  
 WATERSHED CLASSIFICATION:  
 GRAHAM-MEBANE  
 WATERSHED CLASSIFICATION:  
 GRAHAM-MEBANE RESERVOIR WATER  
 SUPPLY WATERSHED (II)

REFERENCES  
 DB. 3303 P. 692-694 (TRACT ONE & TWO)  
 GPIN # 9825239521  
 PROPERTY ADDRESS - 313 EAST CENTER STREET



PRELIMINARY PLAT: NOT FOR RECORDATION,  
 CONVEYANCE OR SALES

**PLOT PLAN FOR**

**SAMUEL JOSHUA PARKER, III**

DATE - OCTOBER 25, 2021  
 MELVILLE TOWNSHIP, CITY OF MEBANE  
 ALAMANCE COUNTY, NORTH CAROLINA

GOFORTH LAND SURVEYING, PLLC P-2104  
 P.O. BOX 375 bgsurveybuild@gmail.com  
 BURLINGTON, N.C. 27216



## AGENDA ITEM #9

### Bicycle and Pedestrian Advisory Commission (BPAC) Appointments

#### Presenter

Cy Stober, Development Director

#### Public Hearing

Yes  No

#### Summary

Per Article 25 of the City of Mebane Code of Ordinances, the City Council has the authority to appoint up to seven (7) community members to its Bicycle and Pedestrian Advisory Commission (BPAC). The BPAC should include one member of each of the City's two extraterritorial jurisdictions (ETJs) in its neighboring counties whenever possible; representation from a resident each County is ensured with a dedicated position. There are currently two (2) City openings on the BPAC, including one that is reserved for an Orange County representative, should they apply.

#### Background

The City Council adopted the *City of Mebane Bicycle and Pedestrian Transportation Plan* in January 2015. The first recommendation for implementing this Plan is the creation of a Bicycle and Pedestrian Advisory Commission (page 7-1), which advises City Council on all matters regarding pedestrian and bicycle needs within the City of Mebane. Commission members "...should be chosen based on representation of key partner groups and community leaders who value biking, walking, and greenways facilities. Members should expect to contribute time, expertise, and resources towards accomplishing the tasks that lie ahead."

At its September 11, 2017, meeting, the City Council adopted a City ordinance (Article 25) that granted them the authority to appoint this Commission. There is a need to appoint two (2) City positions on the BPAC, including one that should represent Orange County, and preferably the ETJ, should a qualified resident apply. The members shall serve three-year terms.

#### Financial Impact

N/A.

Commission members serve without monetary compensation. Members shall be reimbursed for travel to professional meetings, conferences and workshops, with such reimbursement being made in compliance with budgeted amounts under the general policies of the City.

#### Recommendation

Staff recommends appointment of Andrew Bixler, the sole applicant from Orange County, to the position reserved for an Orange County resident. This recommendation is a result of a requirement of the ordinance that at least one City resident from each county Mebane is located within serve upon the BPAC.

Staff has no recommendation regarding the five qualified individuals who applied for the remaining City position: Matthew Cummings, Conni Fisher, Richard Helms, Tyson Smith, and Nathan Wood.

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### **Suggested Motion**

Motion to appoint Andrew Bixler and \_\_\_\_\_ to serve on the City of Mebane Bicycle and Pedestrian Advisory Commission and provide guidance to the Mebane City Council on the implementation of the *Bicycle and Pedestrian Transportation Plan* and related matters.

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### **Attachments**

1. City of Mebane Code of Ordinances, Article 25
2. Applications
3. Map of Applicant Addresses

## ARTICLE 25. – BICYCLE AND PEDESTRIAN ADVISORY COMMISSION [\[2\]](#)

**Cross reference**— Board, commissions and committees, § 2-131 et seq.

### Sec. 25-01. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Commission* means the advisory bicycle and pedestrian body to the Planning Department, Public Works Department, City Manager and the City Council.

*Structures and areas* mean the outdoor and indoor areas and structures on or in which people derive opportunities for the pursuit of happiness through recreation, whether or not these areas and structures are owned, leased, borrowed, controlled or operated within or outside of the corporate limits or boundary of the City.

*City* means the City of Mebane.

**Cross reference**— Definitions generally, § 1-2.

### Sec. 25-02. - Membership; terms; vacancies.

- (a) The Bicycle and Pedestrian Advisory Committee shall be composed of four (4) members who reside within the City of Mebane; one member who resides in the Alamance County part of the city, preferably from the extraterritorial jurisdiction (ETJ); one member who resides in the Orange County part of the city, preferably from the; and one member representing the City and its ETJ at-large. The members shall be appointed by the City Council;
- (b) For the initial term, members of the Bicycle and Pedestrian Advisory Commission shall serve staggered terms of one (1), two (2), and three (3) years as designated by the City Council. Thereafter members appointed shall serve for a term of three years and until their successors are appointed and qualify.
- (c) Vacancies in the Bicycle and Pedestrian Advisory Commission shall be filled for the unexpired term by the City Council. The members of the Bicycle and Pedestrian Advisory Commission shall serve without compensation.
- (d) A member of the Commission may be removed by the City Council for any of the following reasons:
  1. Violation of the attendance, ethics, or conflict of interest provisions found herein;
  2. Moving out of the City of Mebane's zoning and taxing jurisdiction; or
  3. Non-payment of obligations to the City, including, without limitation, municipal taxes; or
  4. Contribution of a felony or a misdemeanor which entails moral turpitude.

### Sec. 25-03. - Powers and duties.

- (a) The Commission shall serve as an advisory body for the Planning Department, Public Works Department, City Manager and the City Council. The Commission shall make recommendations and suggest policies to the department, the manager and the city council in matters affecting bicycle and pedestrian needs in the city. Input shall be guided, but not defined by, the City of Mebane *Bicycle and Pedestrian Transportation Plan*, originally adopted by the Mebane City Council in January 2015, as the *Plan* shall change with time and needs.



- (b) The Commission shall assume duties for the City's bicycle and pedestrian needs. The Commission shall make recommendations:
- (1) That advise the public and the City on matters affecting the relationship between bicycle and pedestrian transportation and parks, schools, recreation sites, and other major facilities;
  - (2) That ensure that the City's *Bicycle and Pedestrian Transportation Plan* as well as other City plans and ordinances are maintained as relevant and informed planning document for bicycle and pedestrian applications, with amendments to ensure their use;
  - (3) That engage and educate the public to advocate for implementing bicycle and pedestrian options throughout the City;
  - (4) That facilitate cooperation among governmental agencies and nonprofit partners for the development of networks that serve bicycle and pedestrian needs;
  - (5) That assist in the acceptance by the City and, with the approval of the City Council, grant, gift, bequest or donation, any personal or real property offered or made available for bicycle and pedestrian purposes and which is deemed to be of relevant present or possible future use. (Any gift, bequest of money or other property, any grant, devise of real or personal property so acquired shall be held by the City, used and finally disposed of in accordance with the terms under which such grant, gift or devise is made and accepted.); and
  - (6) That plan, design, construct, and/or operate and maintain infrastructure serving a bicycle and pedestrian need.
- (c) It is the basic function of the City Commission to promote bicycling and pedestrian activities for citizens. In so doing, the Planning Department and Public Works Department and their Commissions are authorized to aid and assist agencies (in line with reasonable and legally correct policies recommended by the Bicycle and Pedestrian Advisory Commission and accepted by the City Council, which assistance may include public; private, commercial; those which are quasipublic in character, and which, although public in nature, are not under the City's direct jurisdiction (such as schools, churches, hospitals, military installations, orphanages, commercial recreation, business and industrial agencies); as well as civic, neighborhood and service groups in their recreation interests and needs.

**Sec. 25-04. - Meetings.**

Commission meetings shall be held on a quarterly basis unless when determined otherwise by the Commission. All meetings of the Committee shall be conducted in an informal manner unless otherwise specified herein. The Chair of the Commission or, in his absence, the Vice-Chair, may call a special meeting of the Commission at any time by giving each member 24 hours' notice. Special meetings will be scheduled upon request by four or more Commission members. A quorum of the Commission shall be in attendance before action of an official nature can be taken. A quorum is a majority of the appointed members of the Commission.

**Sec. 25-05. - Attendance of members.**

An appointed Commission member with unapproved absences from more than three (3) regular meetings loses his or her status as a member of the Commission until reappointed or replaced by the City Council. Notification of absence at least twenty-four (24) hours prior to the meeting shall be considered approved. Absences due to sickness, death or other emergencies of like nature shall be regarded as approved absences and shall not affect the member's status on the Commission except that in the event of a long illness, or other such cause for prolonged absence, the member may be replaced.

**Sec. 25-06. – Conflicts of Interest**

Commission members hold their positions for the benefit of the public. Pursuant to the requirements of NCGS 160A-388 (e1), a member of the City Council shall not participate in or vote on a matter in which a Commission member's duty to act in the public interest conflicts with a potential desire to advance his or her own personal interest. Impermissible conflicts include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change; undisclosed *ex parte* communications; a close familial, business, or other associational relationship with an affected person; or a financial interest in the outcome of the matter. If an objection is raised to a member's participation and that member does not recuse himself or herself, the remaining members shall by majority vote rule on the objection.

**Sec. 25-07. - Compensation.**

Commission members shall serve without monetary compensation. Members shall be reimbursed for travel and subsistence to professional recreation meetings, conferences and workshops, with such reimbursement being made in compliance with budgeted amounts under the general policies of the City.

**Sec. 25-08. - Officers.**

There shall be a Chair, Vice-Chair and Secretary of the Commission. An annual election of the Chair and Vice-Chair shall be held by the Commission members and shall occur at the regular monthly meeting in June. Officers shall serve for one year from election with eligibility for reelection. New officers shall take office at the subsequent regular meeting in July. In the event an officer's appointment to the Commission is terminated, a replacement to this office shall be elected by the Commission, from its membership, at the meeting following the termination. The Secretary position will be fulfilled by staff from the City Planning Department.

**Cross reference**— Officers and employees, § 2-71 et seq.

**Sec. 25-09. - Duties of officers.**

The Commission Chair shall preside at all meetings and sign all documents relative to action taken by the Commission. The Chair shall appoint all subcommittees and designate their chairmen. When the chair is absent the Vice-Chair shall perform the duties of the Chair. When both the Chair and Vice-Chair are absent a Temporary Chair shall be selected by those members who are present. All meeting minutes shall be recorded and maintained by the Secretary, and shall be available for review with the City. The Secretary shall mail to all members copies of official reports and the official minutes of all regular and special meetings prior to the next scheduled meeting.

**Secs. 25-10 — 25-25. - Reserved.**



**Mebane, NC**

106 E. Washington St.  
Mebane, NC 27302

919-563-3629  
info@cityofmebane.com  
www.cityofmebanenc.gov

**Registration/Payment Receipt 34923236**

01/11/2022 05:29 PM

**Account Information**

andrew bixler  
703 blue lake dr  
mebane, NC 27302

Item	Amount Paid
andrew bixler for Bicycle & Pedestrian Advisory Commission Application BPAC (2022) (BPAC 2022)	\$0.00

EXPIRATION DATE: N/A

**Total Payment \$0.00**

**Prompt(s)**

- Do you live inside the Mebane City Limits? (andrew bixler)** Yes
- Do you live in Alamance or Orange County? (andrew bixler)** Orange
- Are you currently serving on a board or commission of the City of Mebane? (andrew bixler)** No
- If you are serving on a board or commission, please list which one(s) (andrew bixler)** na
- Why do you wish to serve the City in this capacity? (andrew bixler)** To help guide the city on the best allocation of resources
- Please list your educational background. Include the name of all schools attended: (andrew bixler)** East carteret high school Almanacs community college (currently attending) business administration
- Please list the name of your employer (andrew bixler)** LJ rogers trucking Mebane Nc
- Please list the address of your employer (andrew bixler)** 7723 oakwood st ext
- Please list your job title and duties at your current job (andrew bixler)** Maintenance
- Please list the names of all civic organizations in which you currently hold membership:** Na

**Activity Notes**

**Bicycle & Pedestrian Advisory Commission Application BPAC (2022)**

Thank you for your interest in an appointment to the City of Mebane's Advisory Boards and Commissions. Individuals selected for appointment will be notified within 5 working days from the City Council meeting at which they have been appointed. The Bicycle and Pedestrian Advisory Commission will be selected at the February 2022 City Council Meeting. If you have any questions, please email [planning@cityofmebane.com](mailto:planning@cityofmebane.com).



**Mebane, NC**

106 E. Washington St.  
Mebane, NC 27302

919-563-3629  
info@cityofmebane.com  
www.cityofmebanenc.gov

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**Registration/Payment Receipt 34678070**

01/01/2022 04:42 PM

**Account Information**

Matthew Cummings  
1403 Birkdale Circle  
Mebane, NC 27302

Item	Amount Paid
Matthew Cummings for Bicycle & Pedestrian Advisory Commission Application BPAC (2022) (BPAC 2022)	\$0.00

EXPIRATION DATE: N/A

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**Total Payment \$0.00**

**Prompt(s)**

**Do you live inside the Mebane City Limits? (Matthew Cummings)** Yes

**Do you live in Alamance or Orange County? (Matthew Cummings)** Alamance

**Are you currently serving on a board or commission of the City of Mebane? (Matthew Cummings)** No

**If you are serving on a board or commission, please list which one(s) (Matthew Cummings)** N/A

**Why do you wish to serve the City in this capacity? (Matthew Cummings)** Mebane is my home and I want to help it flourish.

**Please list your educational background. Include the name of all schools attended: (Matthew Cummings)**  
Master's in Strategic Leadership (Black Hills State University) Bachelor's in Written Communications (Eastern Michigan University) Master's certificate in Project Management (Villanova Online)

**Please list the name of your employer (Matthew Cummings)** 21 Air

**Please list the address of your employer (Matthew Cummings)** 101 Centreport Dr, Greensboro, NC, Suite 315

**Please list your job title and duties at your current job (Matthew Cummings)** Manager of Technical Publications - Manage the tech pubs group in the development and ultimate FAA approval of corporate manuals.

**Please list the names of all civic organizations in which you currently hold membership:** None

**Activity Notes**

**Bicycle & Pedestrian Advisory Commission Application BPAC (2022)**

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**Mebane, NC**

106 E. Washington St.  
Mebane, NC 27302

919-563-3629  
info@cityofmebane.com  
www.cityofmebanenc.gov

**Registration/Payment Receipt 33981624**

11/25/2021 05:14 PM

**Account Information**

Conni Fisher  
209 East Jackson St  
Mebane, NC 27302

Item	Amount Paid
Conni Fisher for Bicycle & Pedestrian Advisory Commission Application BPAC (2022) (BPAC 2022)	\$0.00

EXPIRATION DATE: N/A

**Total Payment \$0.00**

**Prompt(s)**

- Do you live inside the Mebane City Limits? (Conni Fisher)** Yes
- Do you live in Alamance or Orange County? (Conni Fisher)** Alamance
- Are you currently serving on a board or commission of the City of Mebane? (Conni Fisher)** No
- If you are serving on a board or commission, please list which one(s) (Conni Fisher)** N/A
- Why do you wish to serve the City in this capacity? (Conni Fisher)** To help with the safety in regard to walking and biking around our city.
- Please list your educational background. Include the name of all schools attended: (Conni Fisher)** Redford University, bachelor's degree in Public Relations/Communications; UNCG Master's degree in Special Education
- Please list the name of your employer (Conni Fisher)** Alamance Burlington School System
- Please list the address of your employer (Conni Fisher)** 1712 Vaugn Rd Burlington, NC 27217
- Please list your job title and duties at your current job (Conni Fisher)** Special Education Teacher at Hawfields Middle School
- Please list the names of all civic organizations in which you currently hold membership:** N/A

**Activity Notes**

**Bicycle & Pedestrian Advisory Commission Application BPAC (2022)**

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**Mebane, NC**

106 E. Washington St.  
Mebane, NC 27302

919-563-3629  
info@cityofmebane.com  
www.cityofmebanenc.gov

**Registration/Payment Receipt 34994888**

01/14/2022 04:27 PM

**Account Information**

Richard Helms  
807 Socata Ln  
Mebane, NC 27302

Item	Amount Paid
Richard Helms III for Bicycle & Pedestrian Advisory Commission Application BPAC (2022) (BPAC 2022)	\$0.00

EXPIRATION DATE: N/A

**Total Payment \$0.00**

**Prompt(s)**

- Do you live inside the Mebane City Limits? (Richard Helms III)** Yes
- Do you live in Alamance or Orange County? (Richard Helms III)** Alamance
- Are you currently serving on a board or commission of the City of Mebane? (Richard Helms III)** No
- If you are serving on a board or commission, please list which one(s) (Richard Helms III)** N/A
- Why do you wish to serve the City in this capacity? (Richard Helms III)** I want to be involved in the planning of Mebane, and I found out about this when inquiring about it. It happens that walkability is of major importance to me and can have major impacts on several other categories of planning.
- Please list your educational background. Include the name of all schools attended: (Richard Helms III)** High School - Cresset Christian Academy University - BA in Computer Science - Elon University
- Please list the name of your employer (Richard Helms III)** Toshiba Global Commerce Solutions
- Please list the address of your employer (Richard Helms III)** 3901 S Miami Blvd. Durham, NC
- Please list your job title and duties at your current job (Richard Helms III)** Software Engineer in Test III - I maintain and improve our critical software test framework.
- Please list the names of all civic organizations in which you currently hold membership:** N/A

**Activity Notes**

**Bicycle & Pedestrian Advisory Commission Application BPAC (2022)**

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**Mebane, NC**

106 E. Washington St.  
Mebane, NC 27302

919-563-3629  
info@cityofmebane.com  
www.cityofmebanenc.gov

**Registration/Payment Receipt 33819754**

11/16/2021 06:19 PM

**Account Information**

Tyson Smith  
712 S. Fifth Street  
Mebane, NC 27302

Item	Amount Paid
Tyson Smith for Bicycle & Pedestrian Advisory Commission Application BPAC (2022) (BPAC 2022)	\$0.00

EXPIRATION DATE: N/A

**Total Payment \$0.00**

**Prompt(s)**

**Do you live inside the Mebane City Limits? (Tyson Smith)** Yes

**Do you live in Alamance or Orange County? (Tyson Smith)** Alamance

**Are you currently serving on a board or commission of the City of Mebane? (Tyson Smith)** No

**If you are serving on a board or commission, please list which one(s) (Tyson Smith)** none

**Why do you wish to serve the City in this capacity? (Tyson Smith)** I live in Mebane, on 5th street and would like to be part of the solution to making Mebane a more welcoming walking and riding city. The ability to walk/ride downtown was a key feature to why we moved here. I would love to be involved in the discussions and proposals for making Mebane pedestrian friendly.

**Please list your educational background. Include the name of all schools attended: (Tyson Smith)** Deland High School Stetson University - BBA Stetson University - MBA

**Please list the name of your employer (Tyson Smith)** Kimberly-Clark

**Please list the address of your employer (Tyson Smith)** out of state

**Please list your job title and duties at your current job (Tyson Smith)** I am the Head of The Alternative Fibers Business Unit for Kimberly-Clark. I lead a team of scientists and business professional as we research, develop, and commercialized sustainable non-wood alternatives fibers for use within K-C's portfolio of products.

**Please list the names of all civic organizations in which you currently hold membership:** None

**Activity Notes**

**Bicycle & Pedestrian Advisory Commission Application BPAC (2022)**

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# City of Mebane

## Boards and Commissions Application

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely. Return this application either in person, by mail, or by fax to the Mebane Municipal Building, 106 East Washington Street, Mebane, NC 27302, Fax (919) 563-9506.

### **Personal Information**

Name: Nathan R. Wood

Home Address: 904 Johnston Ct., Mebane, NC 27302

Mailing Address (if different): \_\_\_\_\_

Home Phone: (213) 379-4674 Business Phone: \_\_\_\_\_

Do you live inside the Mebane City Limits? Yes X No \_\_\_\_\_

In Alamance or Orange County? Alamance

### **Board Preference**

Are you currently serving on a board or commission of the City of Mebane? Yes \_\_\_\_\_ No X  
If so, which one(s)? \_\_\_\_\_

Please list the name(s) of the board(s) to which you are applying or seeking reappointment (you may apply to more than one): Mebane Bicycle and Pedestrian Advisory Commission (BPAC)

Why do you wish to serve the City in this capacity? If additional space is needed please attach a separate sheet:

See Attached

### **Education**

Please list your educational background. Include name of all schools attended:

Northwood High School, Nappanee, IN

Indiana University, Bloomington, IN

Florida Coastal School of Law, Jacksonville, FL



**Employment**

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Name of Employer: University of North Carolina, Chapel Hill - Department of Athletics

Address: Ernie Williamson Athletics Center, 450 Skipper Bowles Dr., Chapel Hill, NC 27515

Title and Duties:

Associate Athletic Director - UNC Athletics  
(see attached resume)

**Civic Involvement**

Please list the names of all civic organizations in which you currently hold membership:

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**Thank you for your interest in appointment to the City of Mebane's Advisory Boards and Commissions. Individuals selected for appointment will be notified by mail within 5 working days from the City Council meeting at which they have been appointed.**

After taking a job at the University of North Carolina, my family and I moved to Mebane in the summer of 2019, and fell in love immediately. Mebane is quaint, charming, full of life and potential, and we knew that we wanted to be a part of this community indefinitely. I have lived and worked throughout the US, from the east coast to west coast and twice in the heartland. This experience and travel has given me a unique perspective that I hope to bring to BPAC. Specifically, that I have been able to use and observe the various walking and biking infrastructures of major cities and other small towns throughout the US. Observing these different techniques, strategies, and plans each city has implemented, gives me insight into what works and what doesn't. I hope to bring this perspective and insight to BPAC.

Further, my family (spouse + 3) is a big reason of "why" I want to serve Mebane and its residents. My wife and I are very active, and enjoy walking, biking, and hiking and enjoy the walking and biking paths Mebane has to offer. However, I also want to ensure our three small children are able to enjoy Mebane as much as we do. Having the opportunity to advocate and plan Mebane's walking and biking future, is the first step in ensuring their enjoyment as well as ensuring all Mebanites continue to enjoy and take pride in their city.

Lastly, my work experience and legal background has afforded me the opportunity to work closely in developing and implementing various policies at major state universities and small private institutions. I have also had several occasions to work on broad national policies, and on a few occasions worked with state legislatures on policy meant to shape health, safety and well-being of constituents.

Thank you for your consideration.

Sincerely,

-Nate

# Nathan R. Wood

904 Johnston Ct., Mebane, NC 27302 – (213) 379-4674 – W: [natewood@unc.edu](mailto:natewood@unc.edu) P: [nrwood10@gmail.com](mailto:nrwood10@gmail.com)

## PROFESSIONAL EXPERIENCE

**University of North Carolina**, Chapel Hill, NC  
*Associate Athletic Director*

July 2019 - Present

- Oversee and execute day-to-day operations of UNC Athletic Compliance Office including rules education, interpretations, best practices, risk management, legislative waivers, violations and compliance oversight and monitoring for 28 NCAA Division I teams, 800+ Student-athletes, 250+ athletic department staff, as well as all organizations, commercial entities, and individuals doing business with UNC Athletics.
- Develop and implement educational sessions with coaches, administrators, university officials, athletic department staff and all outside groups to ensure NCAA, conference, and institutional policies are understood and followed.
- Oversee the operations, budget, personnel decisions, and roster management of UNC Men's Soccer team as Sport Administrator.
- Work with all 28 varsity sport operations teams to ensure all aspects of the programs (game-day operations, recruiting, roster management, scheduling, practice, fan experience, camps & clinics, etc.) comply with NCAA, ACC and institutional rules and regulations.
- Produce and disseminate innovative education materials pertaining to NCAA, ACC, and current national sports law issues for all coaches, student-athletes, and other constituents both inside and outside athletics.
- Educate staff on all NCAA & ACC legislative initiatives, state and national policy changes, and legal outcomes effecting the collegiate landscape to keep university personnel and constituent groups informed of trends and changes in the industry.
- Assist in developing long-term plans for financial sustainability, ACC and Division I competitiveness, and Title IX compliance.
- Oversee and approve the use of Student-athlete's name, image and likeness for permissible and lawful purposes, and review and approve all promotional activities involving athletics and third parties.
- Oversee and approve all speaking requests, community engagement initiatives, as well as donation and third-party facility requests.

**University of Michigan**, Ann Arbor, MI  
*Assistant Athletic Director, Rules Education*

November 2015 – July 2019

- Responsible for all aspects of rules education, best practices and compliance oversight for 29 NCAA Division I teams, 900+ Student-athletes, 300+ athletic department staff, as well as all organizations, commercial entities, and individuals doing business with Michigan Athletics.
- Built and maintained strong working relationships with coaches, administrators, university officials, athletic department staff and all outside groups to ensure NCAA, conference, and institutional policies are followed, while providing efficient and reliable customer service.
- Managed high profile student-athletes including, but not limited to: Developing Michigan's Elite Student-athlete program, obtaining and reviewing Disability/LOV insurance policies and plans, oversight and planning for NFL/NBA combine and drafts, oversight of Michigan's pro-day and other professional tryouts, and agent/financial advisor monitoring and education.
- Developed social media and web-based resources for all of Michigan's diverse constituent groups (e.g. coaches, athletes, administrators, IMG, alums, donors, etc.).
- Write and submit NCAA and Big Ten waivers, interpretations, and appeals.
- Supervise and mentor compliance interns and junior staff.

**University of Southern California**, Los Angeles, CA  
*Assistant Director of Athletic Compliance*

April 2012 – November 2015

- Oversaw implementation of all NCAA, PAC-12, and institutional rules and policies. Working in concert with the Senior VP for Compliance, we provided administrative and compliance oversight in the sports of Football, Baseball, Women's Soccer, Men's and Women's Water Polo, Men's and Women's Golf, and Men's Tennis.
- As Assistant Director, I was responsible for rules education, playing and practices season oversight, practice hour (CARA) monitoring, approval of team travel and foreign tours, camps/clinics, official/unofficial visits, recruiting materials, Student-athlete employment, phone call monitoring (using Jumpforward and Comply Verify systems), NCAA certification exams, legislative relief waivers, interpretations to staff and coaches, NLI tracking, financial aid planning as well as all recruiting and operations activities not previously mentioned.
- Administrative liaison for USC Sports Information, Video Production, Social Media offices, Athletic Trainers and Doctors, Nutritionists, and Strength and Conditioning staff; providing administrative oversight, rules education, waivers and interpretations as necessary.
- Oversaw and managed athlete/agent interactions for USC Football and facilitated all agent registration and education.
- Developed annual Professional Sports Seminar to educate our Elite Football Student-athletes on all areas of professional development, the NFLPA, agents, insurance, and league policies.
- Worked with Director of Operations to administer and implement USC's annual NFL pro-day.

**Jacksonville University**, Jacksonville, FL  
*Compliance Coordinator - Athletics*

August 2010 – March 2012

- Primarily responsible for eligibility certification, playing and practice season declarations, promotional activities, student-athlete employment, rules education initiatives, camps and clinics, as well as monitoring recruiting activities (e.g. contact/evals, phone reports, etc.) for all 21 Division I sports.
- Prepared and submitted NCAA and Atlantic Sun waivers, interpretations and appeals.
- Provided clear and concise rules education for coaches and university administrators on all aspects of NCAA and Atlantic Sun rules, as well as industry trends.
- Supervised and trained our interns to provide effective and efficient customer service.

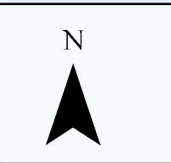
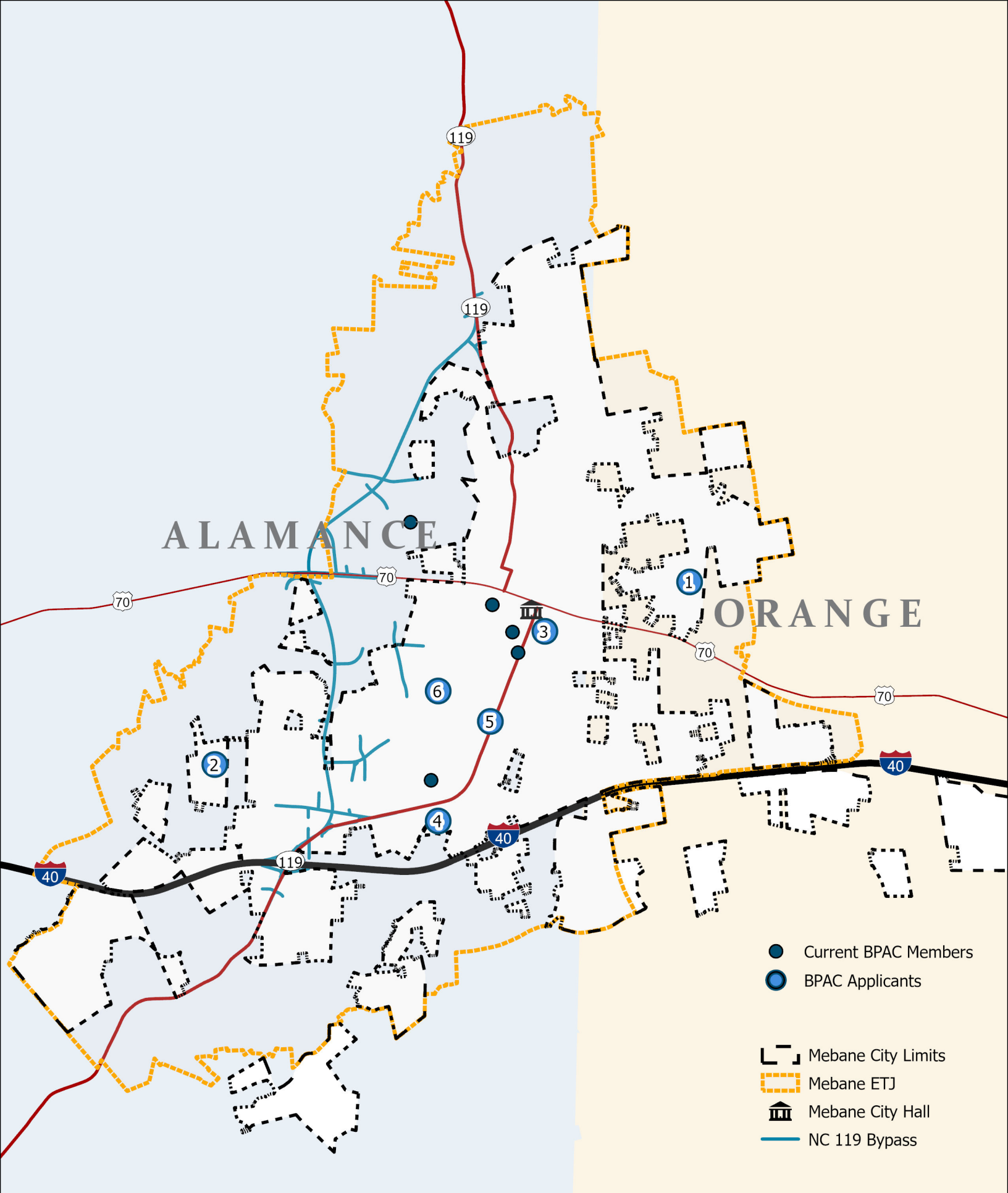
## **EDUCATION**

**Indiana University**, Bloomington, IN  
*Bachelor of Science - Public Policy/Affairs,*  
Certificates, Honors, & Activities:

- Business Foundations Certificate from the *Kelley School of Business*
- Dean's List Fall 2003 (*Top 10%*)
- Philanthropy Chair, Delta Chi Fraternity

**Florida Coastal School of Law**, Jacksonville, FL  
*Juris Doctorate - Florida Bar License #0085591*  
Certificates, Honors, & Activities:

- Sports Law Certificate from the *Center for Law and Sports*
- Advanced Legal Research & Writing Certificate
- Pro Bono Honor Student (Dedicated over 125 hours of pro bono legal services)
- Top 30% of class, Dean's List Fall 2009 (*Top 10%*)
- Research Assistant – Prof. Rick Karcher, Director of the *Center for Law and Sports*
- Florida Coastal School of Law Professionalism Committee



## 2022 Mebane BPAC Applicants

DATE: 01/24/2022

1 inch = 5,000 feet



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## AGENDA ITEM #10

### Water Tank Land Purchase- Third Street Extension

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#### Meeting Date

February 7, 2022

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#### Presenter

Lawson Brown, City Attorney

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#### Public Hearing

Yes  No

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#### Summary

Pre-engineering studies have identified the need for the tank as stated above and have determined that the acreage in question will be suitable for a one-million-gallon water tank. SST PROPERTIES, LLC (a Samet Corporation entity) has agreed to sell the land to the City at what it believes is a discounted price, which is the tax value. (The seller may have the property appraised to take advantage of a tax-deductible donation which is not material to the City.). The agreement for purchase and sale has several contingencies to the City's obligation to purchase, the most notable being soil borings, other engineering studies, title examination, and Council future approval of the site for a dedicated utility lot. Once the agreement is signed, the due diligence period is 90 days. Staff is also working on grants to fund the construction and implementation of the tank and related infrastructure.

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#### Background

As a part of the long-range utility plan adopted by the City, the need for a water tank on the west side of the City was identified.

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#### Financial Impact

Staff recommends using capital reserve funds to purchase the land. The Capital Reserve Fund consists of system development fees that may be used to pay the costs of new facilities or the expansion of capacity, including land acquisition costs. The current Capital Reserve fund balance is \$2,465,362, of which staff is recommending \$199,177 be appropriated for this land purchase.

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#### Recommendation

Staff recommends the purchase of the property per the terms of the agreement.

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#### Suggested Motion

I move that the City enter into the agreement for the purchase of the property with SST PROPERTIES, LLC per the attached agreement and approve the associated budget amendment.

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#### Attachments

1. Agreement for Purchase and Sale of Real Property
2. Budget amendment
3. Tank Site
4. Tank Site with Zoning

5. New Elevated Tank Site Exhibit
6. Engineering Technical Memo

**PURCHASE AND SALE AGREEMENT**

**SST PROPERTIES LLC, as “Seller”**

**and**

**THE CITY OF MEBANE, as “Purchaser”**

**Land:**

**Lot 1H1 and Lot 1H2 North Carolina Industrial Center,  
Mebane, North Carolina**

**Date:** \_\_\_\_\_

(Insert “Date of this Agreement” upon execution)



## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (the “**Agreement**”) is made and entered into by between **SST PROPERTIES LLC**, a North Carolina limited liability company (“**Seller**”) and **THE CITY OF MEBANE**, a North Carolina municipal corporation (“**Purchaser**”).

### W I T N E S S E T H :

**WHEREAS**, Seller is the owner and/or has the right to acquire from an affiliate those certain tracts of real property located on South Third Street Extension, Mebane, Alamance County, North Carolina and described as Alamance County Tax Parcel 163492 and being more particularly shown as Lot 1H1 and Lot 1H2 on Exhibit A attached hereto and incorporated herein (the “**Land**”); and

**WHEREAS**, Seller desires to convey to Purchaser, and Purchaser desires to receive from Seller, the Land together with the remainder of the Property (as hereinafter defined in Paragraph 1 below) upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valid consideration, the receipt of which is hereby acknowledged, the parties agree and covenant as follows:

1. Agreement to Purchase. Seller agrees to convey to Purchaser, and Purchaser agrees to accept from Seller, upon the terms and conditions hereinafter set forth, the Land, together with all right, title, and interest of Seller in and to any current or former streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining the Property, and together with all the improvements and fixtures thereon and all privileges, rights, or easements appurtenant to the Land, including all minerals, oil, or gas rights, development rights, air rights, water rights, or timber rights of or relating to the Land (collectively, the “**Property**”).
2. Purchase Price. The purchase price for the Property shall be **One Hundred Thousand Nine Hundred Ninety-Nine Thousand One Hundred Seventy-Seven** and 00/100 Dollars (\$199,177.00) (the “**Purchase Price**”). The Purchase Price (net of any Earnest Money paid to Seller) shall be paid at Closing (as hereinafter defined) in cash, wire transfer, or cashier’s check upon the fulfillment by Seller of all of Seller’s obligations to be performed hereunder at or prior to Closing. Within two (2) business days after the Date of this Agreement (as defined below), Purchaser shall deposit the sum of Ten Thousand and 00/100 US Dollars (\$10,000.00) as earnest money (the “**Deposit**”) to be held in escrow by The Vernon Law Firm (the “**Escrow Agent**”).
3. Date of This Agreement. The “**Date of this Agreement**” shall be the later date of execution of this Agreement as between the Seller and Purchaser as conclusively indicated beneath the respective signature blocks of the parties.

4. Closing.

- A. “**Closing**” shall be defined as the execution and delivery of the documents required to be delivered hereunder, the payment of the Purchase Price in the manner set forth in Section 2 above, and the recording of the deed required to be delivered hereunder. Closing shall be held on a date and time agreed upon by the parties in compliance with the further timing requirements of this Agreement, but in no event later that date that is thirty (30) days following the Termination Deadline, as such term is defined herein (the “**Closing Deadline**”).

5. INTENTIONALLY OMITTED

6. Right of Entry – Inspections.

- A. From the Date of this Agreement through that date which is ninety (90) days following the Date of this Agreement (the “**Inspection Period**”), Purchaser may enter onto the Property for the purpose of conducting its inspection (the “**Inspection**”) of the Property; provided, however, Purchaser shall only conduct a visual inspection, with no right to conduct any physical testing, boring, sampling or removal (collectively “**Physical Testing**”) of any portion of the Property. If Purchaser wishes to conduct any Physical Testing of the Property, Purchaser shall submit a work plan to Seller prior to the expiration of the Inspection Period for Seller’s prior written approval, which work plan Seller may modify, limit or disapprove in its reasonable discretion. Seller will have the right to accompany Purchaser and any of its representatives, agents, employees, attorneys, or contractors (collectively, “**Purchaser’s Agents**”) on any such entry through one or more representatives of Seller designated by Seller. Damages to the Property resulting from any inspection or testing conducted by or at the direction of Purchaser will be repaired by Purchaser so that the Property is restored to its condition immediately prior to such inspection or testing by Purchaser. Nothing herein shall preclude Purchaser from obtaining a Phase I environmental assessment study of the Property (the “**Environmental Study**”), with a copy to be provided to Seller. The Environmental Study shall be deemed confidential; and Purchaser further covenants and agrees not to discuss, share, or reveal the results therein to anyone other than Purchaser and Purchaser’s Agents. On or before the Termination Deadline, as the term is defined herein, Purchaser shall have reviewed the foregoing and prepared, obtained, reviewed (or shall have chosen not to have prepared, obtained or reviewed) and approved, among other things, all other reports of investigations of the Property, including such soil, environmental, geological and engineering tests and reports, and other inspections of the Property as Purchaser shall deem necessary in order to determine whether the Property is suitable for Purchaser’s intended use, as well as investigated (or chosen not to have investigated) all zoning requirements, federal, state and local laws, ordinances, rules, regulations, permits, licenses, approvals and orders applicable to the Property. Purchaser’s failure to deliver a written termination notice in accordance with the provisions of Section 7 of this Agreement on or before the Termination Deadline, as the term is defined herein, shall constitute Purchaser’s irrevocable

approval of the aforementioned items and of the condition of the Property in all respects.

- B. Any Inspection work shall be at the sole cost and expense of Purchaser. If Purchaser or Purchaser's Agents conduct any activities on the Property that are not expressly permitted by Section 6(a), that shall be a material breach of this Agreement whereby Seller may seek damages against Purchaser and seek relief with respect to the insurance required to be provided by this Section and Seller may immediately terminate this Agreement by written notice thereof to Purchaser and Escrow Agent. As such, to the fullest extent permitted by law, Purchaser hereby agrees to indemnify and hold Seller (and Seller's agents, advisors, partners, members, owners, officers and directors, as the case may be) harmless from any damages, liabilities or claims arising out of all inspections and investigations by Purchaser or its agents or independent contractors. The license created under this Section 6 of this Agreement shall expire automatically on termination of this Agreement. At least twenty-four (24) hours prior to any entry and Inspection, Purchaser shall provide Seller with sufficient evidence to show that Purchaser and Purchaser's Agents, who are to enter upon the Property, are adequately covered by policies of insurance issued by a carrier reasonably acceptable to Seller insuring Purchaser and Seller against any and all liability arising out of Purchaser's or Purchaser's Agents' entry upon and Inspection of the Property, including without limitation any loss or damage to the Property.
- C. Purchaser agrees that any information obtained by Purchaser or Purchaser's Agents in the conduct of its Inspections or other due diligence relating to the Property, from Seller or otherwise, shall be treated as confidential pursuant to the terms of this Agreement, and shall be used only to evaluate the acquisition of the Property from Seller. Purchaser agrees not to divulge, and to use best efforts (including, without limitation, informing Purchaser's Agents of the confidential nature of such information) to cause Purchaser's Agents not to divulge, the contents of such information. Purchaser acknowledges that the transaction described herein, including the existence of the discussions relating to the proposed transaction, and all information delivered to or made available to Purchaser and Purchaser's Agents, is of a confidential nature and shall not be disclosed except to Purchaser's Agents in accordance with the terms of this Agreement or as required by law. No party shall make any public disclosure of the specific terms of this Agreement, except as required by law. In connection with the negotiation of this Agreement and the preparation for the consummation of the transactions contemplated hereby, Purchaser acknowledges that it will have access to confidential information relating to the other party. Purchaser shall treat such information as confidential, preserve the confidentiality thereof, and not duplicate or use such information, except to Purchaser's Agents in connection with the transactions contemplated hereby, subject to the other terms of this Agreement. In the event of the termination of this Agreement for any reason whatsoever, Purchaser shall (a) deliver to Seller, all documents, work papers, engineering and environmental studies and reports, and all other materials created or ordered by Purchaser in connection with the transactions contemplated hereby and (b) return to Seller, all documents, work

papers, engineering and environmental studies and report, and all other materials (including all copies thereof) obtained from Seller in connection with the transactions contemplated hereby; and Purchaser shall use its best efforts, including instructing its employees and others who have had access to such information, to maintain the confidentiality nature all such information and to prohibit the use or distribution of any such information following said termination of this Agreement. The provisions of this Section 6 shall survive the Closing, or, if the purchase and sale is not consummated, any termination of this Agreement without limitation.

7. Purchaser's Right to Terminate. Purchaser shall have the absolute right to terminate this Agreement on or before that date which is ninety (90) days following the Date of this Agreement, (the "**Termination Deadline**") by giving Notice of termination thereof to Seller and Escrow Agent on or before the Termination Deadline. Upon termination pursuant to this Section, Escrow Agent shall disburse the Earnest Money in the following manner: One Hundred and 00/100 Dollars (\$100.00) of the Earnest Money shall be delivered to Seller as consideration for Seller's execution of and entry into this Agreement (the "**Termination Payment**"); and the balance of the Earnest Money shall be refunded to Purchaser as long as Purchaser is not otherwise in default under the terms of this Agreement. Upon termination and disbursement of all Earnest Money pursuant to this Section, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Purchaser gives Escrow Agent Notice of termination pursuant to this Section then: (i) as long as Purchaser is not otherwise in default under the terms of this Agreement, Escrow Agent shall be, and is hereby, absolutely, unconditionally, and irrevocably authorized, directed, and instructed to disburse the Earnest Money as set forth above immediately upon receipt of such Notice, without any inquiry as to the propriety, effectiveness, or timeliness of such termination and without the requirement of any further authorization, direction, or instruction from either Seller or Purchaser, and (ii) Seller covenants and agrees not to delay, hinder, or impede in any manner whatsoever the disbursement of the Earnest Money as set forth in this Section.
8. Title.
  - A. Purchaser at its sole cost and expense shall cause title to be examined and shall cause a title company acceptable to Purchaser to issue and deliver to Purchaser a preliminary title commitment for an extended-coverage ALTA form of Owner's policy in the amount of the Purchase Price (the "**Title Commitment**"), with the final title policy to be subject only to the Permitted Exceptions or as may be approved by Purchaser in writing. Purchaser shall give Seller written notice no less than fifteen (15) days prior to the Termination Deadline of any objections to matters of title or survey (the "**Title Objection Notice**"). Seller shall have fifteen (15) days from the actual receipt of the Title Objection Notice to notify Purchaser in writing of which objections or defects so specified in the Title Objection Notice that Seller is willing to cure, if any (the "**Title Response Notice**"). If Seller does not deliver the Title Response Notice to Purchaser within such period, Seller shall be deemed to have not elected to cure any defects or objections in the Title Objection Notice. By the later of (i) two (2) business days following such time as Seller was required to deliver the Title Response Notice or the Inspection Deadline, Purchaser may (i)

terminate this Agreement and receive a return of the Earnest Money, as long as Purchaser is not otherwise in default under the terms of this Agreement, or (ii) waive such objections or defects in writing whereupon any such defect or objection waived in writing shall become a “**Permitted Exception**” to title. Seller shall use reasonable diligence to cure any objections or defects that Seller agrees in writing to cure or that Seller is obligated by this Agreement to cure. If, after the exercise of reasonable diligence, Seller is unable to correct such objections or defects raised in the Title Objection Notice and agreed to be addressed by Seller in the Title Response Notice to the Purchaser’s satisfaction in Purchaser’s reasonable discretion prior to Closing, then (a) Purchaser shall have the right to terminate this Agreement and (i) receive a return of the Earnest Money (notwithstanding that the Termination Deadline may have occurred) as long as Purchaser is not otherwise in default under the terms of this Agreement and (ii) this Agreement shall be null and void for all purposes and (iii) neither party shall then have any further obligations in connection with this Agreement, other than any indemnities contained herein, or (b) Purchaser may waive such objections or defects in writing whereupon any such defect or objection waived in writing shall become a “**Permitted Exception**” to title. If Purchaser completes Closing, Purchaser shall be deemed to have waived all such objections or defects included in the Title Objection Notice that were not cured by Seller as provided herein. As used in this Agreement, “**Permitted Exceptions**” means: (i) any matters shown on the Title Commitment to which Purchaser does not timely object pursuant to this paragraph, (ii) any matters to which Purchaser objects, but which Seller elects not to cure or does not cure, (iii) all laws, statutes, ordinances, permits, and other requirements or orders of any governmental agency, (iv) typical utility drainage and access easements necessary for the operation and maintenance of the Property, (v) taxes not yet due and payable and, (vi) any other matter defined or deemed a Permitted Exception pursuant to this Agreement.

9. Conditions of Closing. Seller agrees that the conditions set out hereinafter in this Section shall be true or satisfied, as reasonably determined by Purchaser, on or before Closing. If any of said conditions are not true or satisfied, or cannot be satisfied, as reasonably determined by Purchaser on or before Closing, Purchaser may elect either to waive any such conditions or to terminate this Agreement by written notice to Seller. If Purchaser elects to terminate this Agreement pursuant to this Section, the Termination Deadline shall not apply, no Termination Payment shall be due, the Earnest Money shall be delivered to Purchaser as long as Purchaser is not otherwise in default under the terms of this Agreement, and this Agreement shall thereafter be null and void. The conditions are as follows:

A. Title must be delivered at Closing by special warranty deed and such conveyance shall provide fee simple marketable and insurable title, free and clear of all encumbrances except only property taxes for the current year, which shall be prorated at Closing, Permitted Exceptions (as defined herein), and other matters to which Purchaser consents in writing.

- B. All of the representations by Seller set forth in this Agreement shall be true and correct in all material respects. References to the “knowledge” of Seller shall refer only to the actual knowledge, without investigation or inquiry, on the Date of this Agreement and the Closing Date of Brian Hall and shall not be construed, by imputation or otherwise, to refer to the knowledge of any broker, or to any other officer, agent, representative, or employee of Seller or any affiliate of Seller, or to impose upon Brian Hall any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains. In no event shall Purchaser have any personal claim against the above named individual as a result of the reference thereto in this Paragraph, and Purchaser waives and releases all such claims which Purchaser now has or may later acquire against him with respect to the transactions contemplated in this Agreement.
- C. Purchaser must have received approval of this Agreement by the City of Mebane City Council at an open-to-the public meeting. Purchaser shall use good faith efforts to obtain such approval prior to the Termination Deadline.
- D. The Property shall have been subdivided and a special use permit shall have been issued that permits the Purchaser to use part of the Property as a dedicated utility lot. Purchaser shall use good faith efforts to subdivide the Property and obtain such special use permit prior to the Termination Deadline.
- E. As of the date of Closing, Seller must be in full compliance with, and must have complied fully with, all of Seller’s covenants and obligations to be performed under this Agreement at or prior to Closing.

Purchaser acknowledges that this Agreement is entered into by Purchaser without reliance on any covenants, warranties, statements or representations, either written or oral, express or implied, by Seller, or by any agent, employee or representative of Seller, or by any broker or other person purporting to represent Seller, except as specifically set forth in this Agreement. Purchaser represents that its decision to enter into this Agreement is based on Purchaser's independent investigation and evaluation of the Property and the merits for consummating the transactions contemplated by this Agreement.

10. INTENTIONALLY OMITTED.

11. Seller’s Representations and Warranties.

- A. As an inducement to Purchaser to enter into this Agreement and consummate the purchase of the Property, Seller hereby represents and warrants to Purchaser as of the Date of this Agreement and as of the date of Closing as follows:
  - 1. Seller is a North Carolina limited liability company in good standing with the State of North Carolina and has the right, power, and authority to enter into this Agreement and to sell and convey the Property in accordance with the terms and conditions of this Agreement.

2. All property taxes assessed against the Property through the year 2021 have been paid.
  3. Seller has no actual knowledge of any pending, threatened or proposed condemnation, zoning, environmental, or other land use proceedings or notices of violation respecting the whole or any part of the Property.
  4. To Seller's actual knowledge, there is no litigation pending or threatened, that would have a material and adverse effect on Seller's ability to perform its obligations under this Agreement; and
  5. Seller is not a "foreign person" as defined by the Internal Revenue Code Section 1445.
  6. Seller represents and warrants that to best of Seller's knowledge, no part of the Property has been used for chemical production, a sanitary landfill, a solid waste disposal site or a hazardous waste treatment site, or any other use that would generate hazardous or toxic materials or substances, as same are defined in any applicable laws and/or regulations. Seller further warrants that to the best of Seller's knowledge no environmental or land use laws or regulations applicable to the Property have been violated, and that Seller has not contributed to or released, nor does Seller have any knowledge of, any asbestos, lead paint, PCBs, ureaformaldehyde, or any other radioactive substances or materials, nor any other hazardous or toxic materials or substances on the Property, as same are defined in any applicable laws and regulations. Seller shall notify Purchaser promptly of any notice, action, or other information Seller receives relating to the existence or location on the Property of any of the substances or materials described above in this Subsection.
- B. Seller will not cause or permit any action to be taken that will cause any of the foregoing representations or warranties to be untrue on or prior to the date of Closing, and all of Seller's representations and warranties under this Agreement shall be true on the date of Closing as though such representations or warranties were made at such time, and shall survive Closing.
- C. The representations and warranties contained in this Subsection shall survive Closing for a period of nine (9) months.

12. Purchaser's Representations and Warranties.

As an inducement to Seller to enter into this Agreement and consummate the purchase of the Property, Purchaser hereby represents and warrants to Purchaser as of the Date of this Agreement and as of the date of Closing as follows:

- A. Purchaser is a municipal corporation organized under the laws of the state of North Carolina and has the right, power, and authority to enter into this Agreement and to acquire the Property in accordance with the terms and conditions of this Agreement.

- B. Purchaser's execution, delivery, and performance of this Agreement is not prohibited by and will not constitute a default under any other agreement, covenant, document or instrument;
  - C. This Agreement has been duly authorized and, when executed and delivered, shall constitute a legal, valid, and binding obligation, enforceable in accordance with its terms;
  - D. To Purchaser's knowledge, there is no litigation pending or threatened that would have a material and adverse effect on Purchaser's ability to perform its obligations under this Agreement; and
  - E. Purchaser's representations and warranties are true and correct as of the Date of this Agreement and the continued truth and accuracy thereof at the time of Closing shall be a condition to all of Seller's obligations under this Agreement. Purchaser shall notify Seller promptly of any facts that it may receive after the Date of this Agreement, actual notice of which would cause any of its representations and warranties to be untrue on the date of Closing.
  - F. The representations and warranties contained in this Subsection shall survive Closing for a period of nine (9) months.
13. Seller's Documents at Closing. At Closing, Seller shall properly execute, acknowledge, and deliver to Purchaser the following materials:
- A. A properly executed and recordable special warranty deed conveying to Purchaser fee simple title to the Property, free and clear of all liens and encumbrances, excepting only the Permitted Exceptions and other matters to which Purchaser consents in writing.
  - B. Lien affidavits acceptable to Purchaser's title insurer, executed and acknowledged on the date of Closing on the applicable NCLTA form.
  - C. A certificate of non-foreign status in accordance with § 1445 of the Internal Revenue Code of 1986 and the regulations thereunder, containing such information as may be required by the closing attorney to comply with the reporting requirements of § 1099 of the Internal Revenue Code of 1986.
  - D. A settlement statement setting forth the Purchase Price and the closing adjustments and prorations in form reasonably satisfactory to the parties.
  - E. A resolution signed by each of the members and managers of Seller authorizing the transaction set forth in this Agreement and authorizing the managers to execute the documents required by this Agreement.
  - F. A certificate of existence issued by the North Carolina Secretary of State with respect to Seller.



- G. Seller's affidavit, executed and acknowledged, to the effect that to Seller's actual knowledge there are no tenants, occupants, or other third parties in possession of the Property or having any right to possession of the Property under any unrecorded leases or otherwise.
14. Condemnation. Seller shall give Purchaser immediate written notice of any action or proceeding pending or instituted in eminent domain or for condemnation of any part of the Property. If, prior to Closing, all or any part of the Property is made the subject of any proceeding in condemnation or is taken by the power of eminent domain or is conveyed by deed in lieu of any of the foregoing, Purchaser or Seller may terminate this Agreement by giving written notice to Seller with payment of the Termination Payment. If Purchaser or Seller does not so terminate, then this Agreement shall remain in full force and effect, and Seller shall turn over or credit to Purchaser at Closing all monies received by reason of such taking and shall further assign to Purchaser all Seller's rights, title, and interest in and to any awards that may be made for such taking and any additional money that may be payable thereunder.
15. Default.
- A. Except as otherwise provided herein, in the event of a breach or default by Seller of any of its representations, warranties, covenants, or obligations hereunder, Purchaser shall have the following rights and remedies:
1. Purchaser shall have the right to terminate this Agreement by notice to Seller, in which event the Earnest Money shall be paid to Purchaser, and all obligations of the parties under this Agreement shall terminate. Alternatively, Purchaser may bring an action for specific performance. PURCHASER HEREBY WAIVES AND RELEASES ALL RIGHTS TO SUE SELLER FOR DAMAGES, INCLUDING ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, LOST PROFITS, INDIRECT, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE OR ANY OTHER CONCEIVABLE DAMAGES OF ANY AND EVERY KIND ARISING HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT AND SHALL NOT BE LIMITED IN ANY WAY BY ANY OTHER TERMS OF THIS AGREEMENT. FOR PURPOSES OF CLARITY, PURCHASER'S ONLY REMEDIES UNDER THIS AGREEMENT ARE RETURN OF THE EARNEST MONEY OR AN ACTION FOR SPECIFIC PERFORMANCE.
  2. Purchaser shall have the right to waive the breach or default and proceed to Closing in accordance with the provisions of this Agreement.
- B. The parties acknowledge that in the event of a default by Purchaser under this Agreement, it would be extremely impracticable and difficult to estimate the damage and harm that Seller would suffer, and that the amount of the Earnest Money is a reasonable estimate of the damages that Seller would suffer as a result

of such default. Accordingly, as Seller's sole remedy in the event of a default by Purchaser under this Agreement, Seller shall be entitled to receive and retain the Earnest Money, and Seller shall have no further recourse or remedy at law or in equity.

16. No Waste. During the term of this Agreement, Seller shall commit no waste upon the Property, including the cutting of trees or removal of any improvements, without the prior written consent of Purchaser, and Seller shall maintain the Property in as good condition as it is on the date of this offer, usual wear and tear excepted.
17. Post-Closing Obligations. After Closing, Seller and Purchaser shall cooperate with one another at reasonable times and on reasonable conditions, and shall execute and deliver such instruments and documents as may be necessary in order to fully carry out the intent and purposes of the transactions contemplated hereby. Except for such instruments as the parties were originally obligated to deliver by the terms of this Agreement, such cooperation shall be without additional cost or liability.
18. Memorandum of Agreement. Neither party shall record a memorandum of this Agreement with respect to this Agreement unless consented to by both parties.
19. Closing Costs. Seller shall pay for the preparation of the documents required to be delivered to Purchaser at Closing under Section 13, for all other documents necessary to perform Seller's obligations under this Agreement, and for excise tax (revenue stamps) required by law. Purchaser shall pay for recording the deed and for the preparation and recording of all instruments, if any, required to secure Purchaser's financing of its purchase of the Property pursuant to this Agreement. Each party is responsible for its own attorney's fees.
20. Taxes and Assessments. Property taxes on the Property for the year in which Closing occurs shall be prorated on a calendar year basis through the date of Closing and either adjusted between the parties or paid at Closing. Seller shall be responsible for the full payment at or prior to Closing of any deferred taxes assessed against the Property. Seller will pay or credit to Purchaser at Closing all assessments for municipal or other public improvements that are pending or confirmed on the date of Closing.
21. Brokerage. Seller represents to Purchaser that Seller has not dealt with any broker, finder, or other agent in connection with the transaction contemplated by this Agreement other than Samet Properties, LLC. Purchaser represents to Seller that Purchaser has not dealt with any broker, finder, or other agent in connection with the transaction contemplated by this Agreement. All commissions owed to such brokers shall be paid by Seller per the terms of separate agreements. To the fullest extent permitted by law, each party shall indemnify, defend, protect, and hold the other harmless from and against any and all claims incurred by the other party by reason of any breach or inaccuracy of the representation, warranty, and agreement of Seller or Purchaser, as applicable, contained in this Section.

22. Assignment. As long as Purchaser is not in default under the terms of this Agreement, Purchaser shall have the right to assign this Agreement to any third party or entity that is related or unrelated to Purchaser and with which Purchaser may or may not have an interest.
23. Notices. Any notice, demand, consent, agreement, request, or other communication required to be given, served, sent, or obtained hereunder (a “**Notice**”) must be in writing and must be hand-delivered personally by a party representative or by recognized courier service, fees prepaid, addressed as follows:

**If to Purchaser:** City of Mebane  
Attn: Preston Mitchell  
106 East Washington Street  
Mebane, North Carolina 27203  
+1 (919) 563-5901

*with copy to:* The Vernon Law Firm  
Attn: Lawson Brown  
P.O. Box 2958  
Burlington, North Carolina 27216  
+1 (336) 277-8851

**If to Seller:** SST PROPERTIES LLC  
Attn: Brian Hall  
309 Gallimore Dairy Road, Suite 102  
Greensboro, North Carolina 27409  
United States of America  
+1 (336) 544-2643

*with copy to:* Brian Pearce  
Nexsen Pruet, PLLC  
701 Green Valley Road, Suite 100  
Greensboro, North Carolina 27408  
United States of America  
+1 (336) 387-5137

**If to Escrow Agent:** The Vernon Law Firm  
Attn: Lawson Brown  
P.O. Box 2958  
Burlington, North Carolina 27216  
+1 (336) 277-8851

Each party may designate by notice a new address to which any Notice thereafter may be given, served, or sent. Each Notice that is delivered in the manner described above will be deemed given and received for all purposes at the earlier of (i) one day after delivery to a courier service, (ii) such time as it is delivered to the addressee (with the return-receipt or courier delivery receipt being deemed conclusive evidence of such delivery) or (iii) such time as delivery is refused by the addressee upon presentation.

24. Amendments. No modification or amendment of this Agreement will be valid or binding upon any party unless in writing and signed by the party against whom such modification or amendment is asserted.
25. Waiver. No waiver of any of the provisions of this Agreement or of any breach or violation of any provision of this Agreement shall be valid unless in writing and signed by the party against whom such waiver is asserted. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
26. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein. All previous undertakings or agreements between the parties with respect to the matters contained herein are merged herein and superseded hereby. No representation, promise, or inducement not included herein shall be binding on any party hereto.
27. Survival of Rights. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, permitted assigns, and legal representatives, and any reference herein to a party shall include such party's heirs, successors, permitted assigns, and legal representatives. Whether or not it is specifically so provided herein, any provision of this Agreement that by its nature and effect is required to be kept, observed, or performed after Closing shall survive Closing and shall not be merged therein, but shall be and remain binding upon and for the benefit of the parties until fully observed, kept, or performed.
28. Interpretation. If there arises any issue regarding the intent of the parties to this Agreement or the interpretation of any provision of this Agreement or any ambiguity arising from this Agreement, no presumption or burden of proof shall arise favoring or disfavoring any party, and this Agreement shall not be strictly construed against any party. When the context in which a word is used in this Agreement indicates that such is the intent, a word in the singular number shall include the plural and vice-versa, and a word in the masculine gender shall include the feminine and neuter and vice-versa. Any use in this Agreement of any form of the verb "to include" means the word stated but not limited to. The headings or titles used in this Agreement are for convenience only and shall not define, limit, extend, or interpret the scope of this Agreement or any particular section, paragraph, or provision of this Agreement.
29. Severability. The parties intend that this Agreement be enforced to the fullest extent permissible under the law and public policy applied by any jurisdiction in which enforcement is sought. Accordingly, if any provision, sentence, phrase, or word of this Agreement, or the application thereof to any person or circumstance, is held invalid, the remainder of this Agreement, or the application of such provision, sentence, phrase, or word to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
30. Agreement in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same

instrument. An electronic signature recognized under the Uniform Electronic Transactions Act or by DocuSign shall be deemed as binding upon the maker as any signature or mark made by ink or otherwise.

31. Time. If the time period by which any right, option, or election provided for herein must be exercised, or by which any act required hereunder must be performed, expires on a Saturday, Sunday, or North Carolina legal holiday, then such time period automatically shall be extended through the close of business on the next regular business day. Time is of the essence with respect to dates established hereunder.
32. Third-party Beneficiaries. Except as may be otherwise expressly provided herein, this Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and assigns.
33. Attorney's Fees. If one or more parties hereto brings suit against another party or takes other actions to enforce the provisions of this Agreement and judicially establishes that a party breached any of the provisions of this Agreement, the breaching party shall pay to the other parties all expenses incurred therefor, including the parties' reasonable attorney's fees.
34. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to any conflict of law, rule, or provision thereof that would cause the application of the laws of any other jurisdiction.
35. Authority. Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement, and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
36. Confidentiality. The Parties agree that the terms of this Agreement shall be kept confidential and shall not be disclosed to any third-party without the written consent of the other Parties hereto unless otherwise required by law. However, nothing shall prohibit the Parties from disclosing the terms of this Agreement to the national or state tax authorities, or to the Parties' accountants or attorneys, or as may be required for the assertion of legal rights or defenses arising under, addressed by, or affected by this Agreement. The Parties expressly acknowledge that the failure to adhere fully to this Section shall constitute a material breach of this Agreement and an event of default under Agreement. In such a circumstance, the Parties shall be entitled to enforce all of their rights and remedies as they existed immediately before the execution of this Agreement. The Parties expressly acknowledge that the failure to adhere fully to this Section shall constitute a material breach of this Agreement and an event of default under Agreement. In such a circumstance, the Parties shall be entitled to enforce all of their rights and remedies as they existed immediately before the execution of this Agreement.
37. Tax-Deferred Exchange: In the event Purchaser or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Purchaser and Seller agree to

cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Purchaser shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision

38. AS IS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN ITS "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AND DEFECTS AS OF THE CLOSING DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER IS A SOPHISTICATED AND EXPERIENCED PURCHASER OF PROPERTIES SUCH AS THE PROPERTY AND HAS BEEN DULY REPRESENTED BY COUNSEL IN CONNECTION WITH THE NEGOTIATION OF THIS AGREEMENT. EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN, SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PROPERTY.

39. Escrow Agent.

A. Except as otherwise specifically directed in this Agreement, Escrow Agent shall deliver the Earnest Money to Seller or Purchaser promptly after receiving a joint notice from Seller and Purchaser directing the disbursement of the same, such disbursement to be made in accordance with such direction. If Escrow Agent receives notice from Purchaser or Seller that the party giving such notice is entitled to the Earnest Money, which notice shall describe with reasonable specificity the reasons for such entitlement, then Escrow Agent shall (i) promptly give notice to the other party of Escrow Agent's receipt of such notice and enclosing a copy of such notice, and (ii) subject to the provisions of the following paragraph which shall apply if a conflict arises, on the fourteenth (14th) day after the giving of the notice referred to in clause (i) above, deliver the Earnest Money to the party claiming the right to receive it.

B. In the event that Escrow Agent shall be uncertain as to Escrow Agent's duties or actions hereunder or shall receive instructions or a notice from Purchaser or Seller which are in conflict with instructions or a notice from the other party or which, in the reasonable opinion of Escrow Agent, are in conflict with any of the provisions of this Agreement, it shall be entitled to take any one or more of the following courses of action:

1. Hold the Earnest Money as provided in this Agreement and decline to take any further action until Escrow Agent receives a joint written direction from

Purchaser and Seller or any order of a court of competent jurisdiction directing the disbursement of the Earnest Money, in which case Escrow Agent shall then disburse the Earnest Money in accordance with such direction;

2. In the event of litigation between Purchaser and Seller, deliver the Earnest Money to the clerk of any court in which such litigation is pending; or
  3. Deliver the Earnest Money to a court of competent jurisdiction and therein commence an action for interpleader, the cost thereof to Escrow Agent to be borne by whichever of Purchaser or Seller does not prevail in the litigation.
- C. Escrow Agent shall not be liable for any action taken or omitted in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and it may rely, and shall be protected in acting or refraining from acting in reliance, upon an opinion of counsel and upon any directions, instructions, notice, certificate, instrument, request, paper, or other documents believes by it to be genuine and to have been made, sent, signed, or presented by the proper party or parties. In no event shall Escrow Agent's liability hereunder exceed the aggregate amount of the Earnest Money. Escrow Agent shall be under no obligation to take any legal action in connection with the Earnest Money or this Agreement or to appear in, prosecute, or defend any action or legal proceeding that would or might, in Escrow Agent's sole opinion, involve cost, expense, loss, or liability unless, in advance, and as often as reasonably required by it, Escrow Agent shall be furnished with such security and indemnity as it finds reasonably satisfactory against all such cost, expense, loss, or liability. Notwithstanding any other provision of this Agreement, Purchaser and Seller jointly indemnify and agree to hold harmless Escrow Agent against any loss, liability, or expense incurred without bad faith on its part and arising out of or in connection with its services under the terms of this Agreement, including the cost and expense of defending itself against any claim of liability.
- D. Escrow Agent shall not be bound by any modification of this Agreement unless the same is in writing and signed by Purchaser, Seller, and Escrow Agent. From time to time on or after the date hereof, Purchaser and Seller shall deliver or cause to be delivered to Escrow Agent such further documents and instruments that fall due, or cause to be done such further acts as Escrow Agent may reasonably request (it being understood that the Escrow Agent shall have no obligation to make any such request) to carry out more effectively the provisions and purposes of this Agreement, to evidence compliance with this Agreement, or to assure itself that it is protected in acting hereunder.
- E. Escrow Agent shall serve hereunder without fee for its services as escrow agent, but shall be entitled to reimbursement for expenses incurred hereunder, which expenses shall be paid and borne equally by Purchaser and Seller, unless such expenses are associated with litigation between Purchaser and Seller, in which

event they shall be borne by the party that does not prevail in the litigation. Escrow Agent agrees that it will not seek reimbursement for services of its employees or partners, but only for its actual and reasonably incurred out-of-pocket expense. Escrow Agent executes this Agreement solely for the purpose of consent to, and agreeing to be bound by, the provisions of this Section, and to the extent applicable, to Sections 2, 4, and 7 hereinabove.

***REMAINDER OF PAGE INTENTIONALLY BLANK  
SIGNATURE AND EXHIBIT PAGES FOLLOW***

DRAFT



IN WITNESS WHEREOF, each party has caused this Agreement to be executed under seal as of the dates indicated hereinbelow.

**“Seller”**

**SST PROPERTIES LLC**

a North Carolina limited liability company (SEAL)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Date:** \_\_\_\_\_

DRAFT

**“Purchaser”**

**THE CITY OF MEBANE (SEAL)**  
a North Carolina municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Date:** \_\_\_\_\_

DRAFT

***Consent of “Escrow Agent”:***

**THE VERNON LAW FIRM (SEAL)**  
a North Carolina Professional Association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DRAFT



BE IT ORDAINED by the Council of the City of Mebane that the Budget Ordinance for the Fiscal Year beginning July 1 2021 as duly adopted on June 7, 2021, is hereby amended as follows:

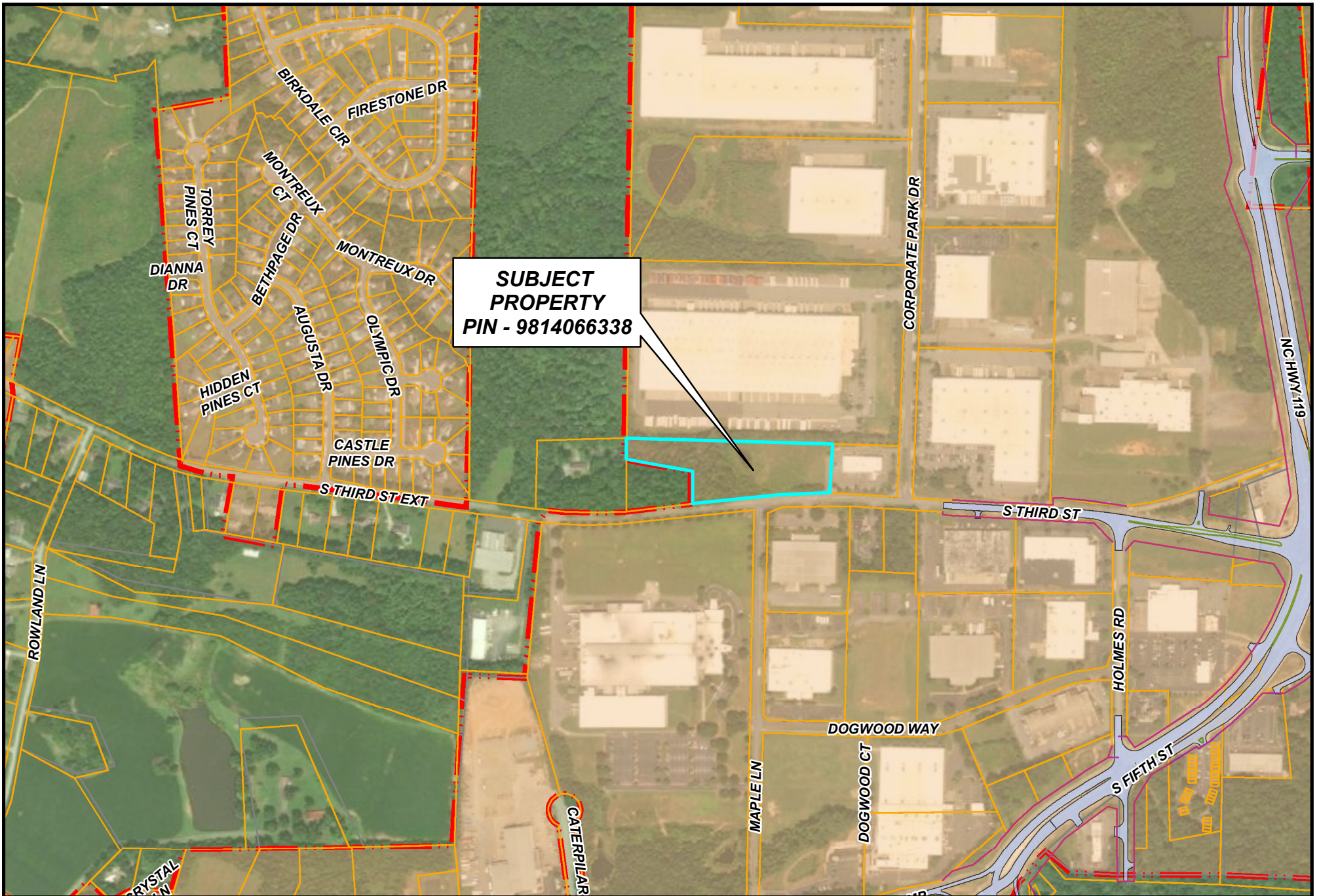
ARTICLE I

APPROPRIATIONS	Current Budget	Change	Revised Budget
Utility Fund - Utilities	\$ 6,394,690	\$ 199,177	\$ 6,593,867
Capital Reserve Fund - Transfer to Utility Fund	\$ 500,000	\$ 199,177	\$ 699,177

ARTICLE II

REVENUES	Current Budget	Change	Revised Budget
Utility Fund - All Other Revenues	\$ 5,990,603	\$ 199,177	\$ 6,189,780
Capital Reserve Fund - Appropriated Fund Balance	\$ -	\$ 199,177	\$ 199,177

This the 7th day of February, 2022.



**SUBJECT  
PROPERTY  
PIN - 9814066338**

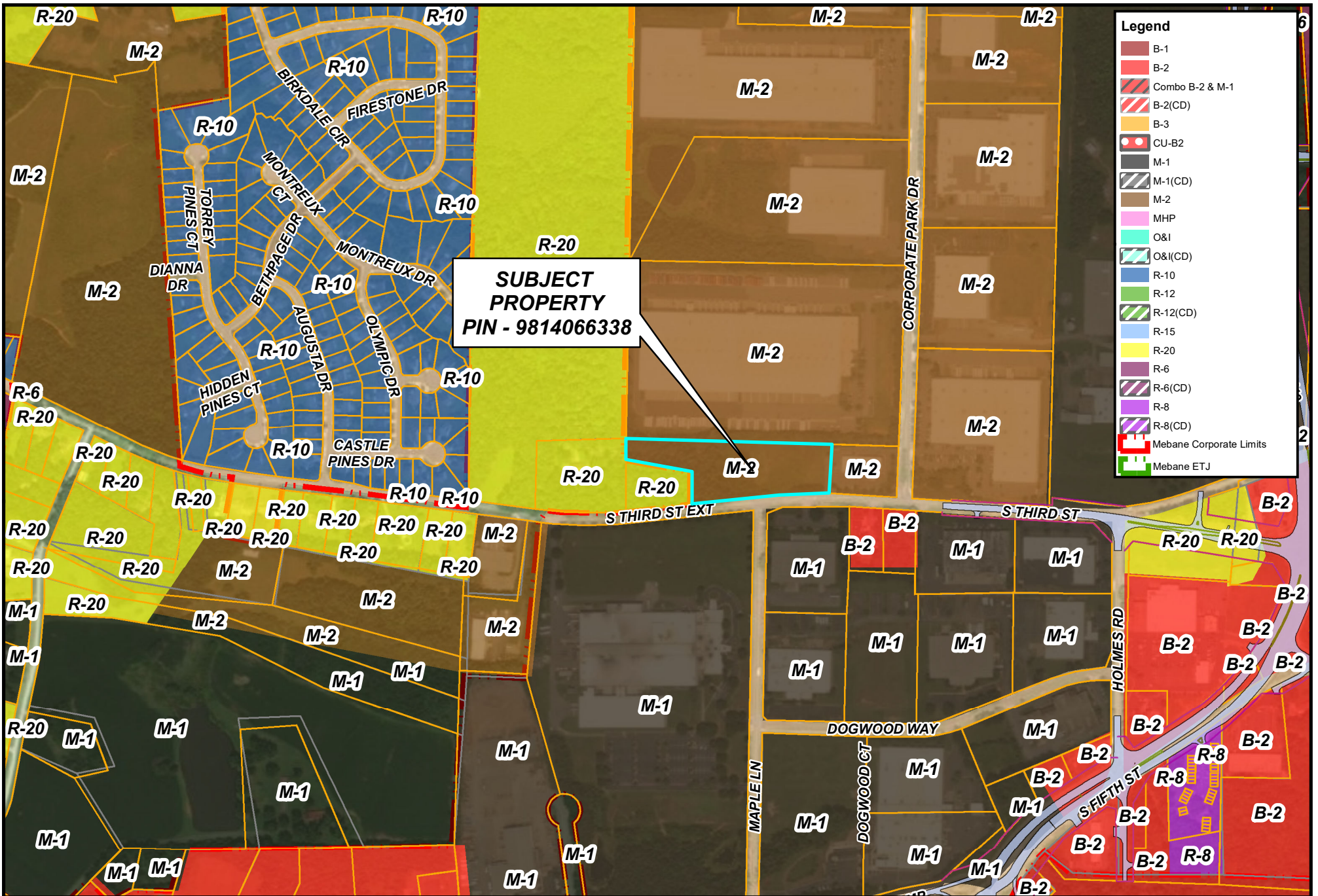


**CITY OF MEBANE**  
EXHIBIT MAP

**NEW 1 MG ELEVATED STORAGE TANK  
PROPERTY MAP**

1 inch = 600 feet

DATE: 1/28/2022  
DRAWN BY: SKS



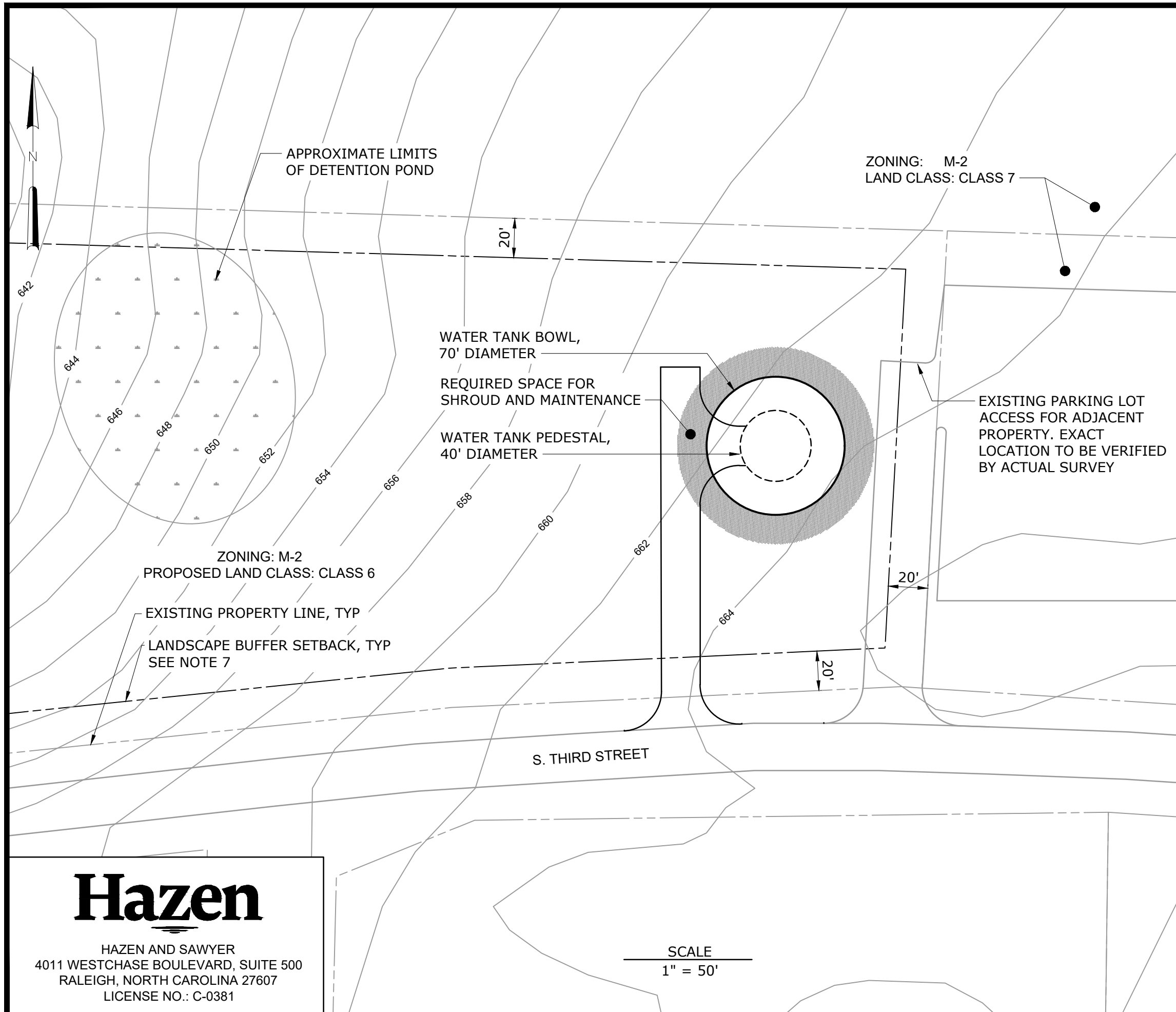
**CITY OF MEBANE**  
EXHIBIT MAP

**NEW 1 MG ELEVATED STORAGE TANK  
PROPERTY MAP**

1 inch = 600 feet

DATE: 1/28/2022

DRAWN BY: SKS



**NOTES**

1. DRAWING INFORMATION IS BASED ON AVAILABLE GIS AND REVIEW OF SITE CONDITIONS. ACTUAL SITE CONDITIONS MAY VARY.
2. A SPECIAL PURPOSE LOT ASSIGNMENT WILL BE REQUIRED TO CONSTRUCT A NEW WATER STORAGE TANK ON THE SUBJECT PROPERTY. DIMENSIONAL STANDARDS AND SETBACKS WOULD CEASE TO APPLY ONCE THIS DESIGNATION IS ESTABLISHED. THE ONLY REQUIREMENTS THAT WOULD REMAIN FOLLOWING THE SPECIAL PURPOSE LOT DESIGNATION WOULD BE FENCING AND LANDSCAPING REQUIREMENTS STATED IN THE CITY'S UDO. HOWEVER, A SPECIAL USE PERMIT MAY ALLOW WAIVERS FROM CITY STANDARD BASED ON COUNCIL APPROVAL.
3. THERE IS ADEQUATE SPACE FOR STORMWATER AND GROUND TELECOMMUNICATION EQUIPMENT.
4. SITE IS MOSTLY CLEARED AND OPEN SPACE.
5. PER AVAILABLE GIS AND REVIEW OF GOOGLE EARTH AERIALS, THE ADJACENT PARKING LOT ACCESS FOR THE EASTERN PROPERTY APPEARS TO HAVE ENCROACHED ON THE SUBJECT PROPERTY. ACTUAL LOCATION TO BE FIELD VERIFIED BY SURVEY.
6. TANK ELEVATION WOULD BE +/- 185 FT.
7. LANDSCAPE BUFFER WIDTH IS BASED ON TABLE 6-3-3 OF MEBANE'S UDO.

**Hazen**

HAZEN AND SAWYER  
 4011 WESTCHASE BOULEVARD, SUITE 500  
 RALEIGH, NORTH CAROLINA 27607  
 LICENSE NO.: C-0381

SCALE  
 1" = 50'

CITY OF MEBANE  
 WATER TANK SITE EVALUATION

FIGURE 15  
 SITE 4 EVALUATION



# Hazen *Technical Memorandum*

June 9, 2021

To: Preston Mitchell, ICMA-CM, Assistant City Manager  
Kyle Smith, PE, Utilities Director  
Franz Holt, PE, City Engineer  
From: Jeff Cruickshank, PE, Associate Vice President  
Jason Cook, PE, Senior Associate  
Kevin Widderich, Senior Field Coordinator

**RE: Mebane Water Storage Siting Study DRAFT** (Hazen Project 32027-010)

## Summary

This technical memo summarizes our evaluation of elevated tank sites to provide additional storage for Mebane's water distribution system. This memo supplements Hazen's March 17, 2021, technical memo summarizing our Water System Storage Evaluation.

The March storage evaluation concluded that even though Mebane's total water storage currently meets regulatory requirements, the existing elevated tank is too small to equalize projected water demands and sustain fire flows. The water plant currently compensates for a lack of elevated storage capacity by taking advantage of surplus pumping capacity, thus using ground storage in the clearwell. However, this strategy won't work in a dry year when usage spikes, especially with expected growth. By 2030, maximum day demand projections exceed the existing firm capacity of the pumps at the water plant.

We recommend an incremental improvement approach that includes building a new 1 MG elevated tank by 2025 and adding pump capacity at the water plant by 2030 and again in 2050, thus postponing the need for a second new tank until after 2060 and allowing time to update demand projections.

We recommend a tank site in the North Carolina Industrial Center (NCIC) on South Third Street near the intersection with Maple Lane. The ground elevation of the site is approximately 660-664 feet, so the new tank will be approximately 185 feet high to match the overflow elevation of the existing tank. The estimated planning level cost of a 1 MG tank 185 feet high is \$2.9 million dollars.

Hydraulic modeling showed that a new 1 MG tank at this location works well with the existing tank and does not cause excessive water age. The new tank can sustain fire flows of 3,000 gpm for three hours in the downtown area, even if the existing tank goes empty or is out of service.

Modeling for this project showed that fire flows from 2,000 gpm to 3,500 gpm can be delivered to high ground elevations in the southeast part of the city at residual pressures that meet the 20 psi regulatory requirement, but the owners of buildings with sprinkler systems for fire protection will need to install fire pumps to boost pressures. Modeling also showed that for normal operation without a fire, the distribution system can provide pressures that meet the 30 psi regulatory requirement at peak demand, but customers at certain locations with high ground elevations may need to install booster pumps at their meters if they need higher pressures.

Additional details are presented on the following pages.

## Demand Projections

The table below shows average day demand projections from Mebane’s Local Water Supply Plan on file with the North Carolina Department of Environmental Quality. Average day demand was projected to grow from 1.9 mgd in 2020 and to 6.2 mgd in 2070.

Maximum day demand is the highest demand on any day of the year and is influenced by irrigation, especially in dry years. In 2020, maximum day demand was 2.54 mgd, 132% of the average day. In 2019, maximum day demand reached a high of 3.08 mgd, 180% of the average day. The maximum day peaking factor has reached or exceeded 180% three times in the last eight years. Therefore, we applied a peaking factor of 185% to conservatively estimate future maximum day demands. As shown in the table, projected maximum day demands are 5.2 mgd in 2030 and 11.5 mgd in 2070. The projected maximum day demand exceeds the water plant’s firm pumping capacity (with the largest pump out of service) in 2030.

**Table 1: Demand Projections**

<b>Year</b>	<b>Average Day</b>	<b>Maximum Day</b>
2020	1.92	2.54
2030	2.81	5.21
2040	3.42	6.33
2050	4.13	7.65
2060	5.04	9.32
2070	6.24	11.54

Based on these projections, Hazen’s March 17, 2021, Storage Evaluation showed storage deficits of 1 MG in 2030 and 1.6 MG in 2070.

To eliminate pumping and storage deficiencies, we recommend an incremental approach that includes building a new tank by 2025 and adding pump capacity at the water plant by 2030 and again in 2050, thus postponing the need for a second new tank until after 2060 and allowing time to update demand projections. Adding storage incrementally instead of all at once provides capacity to sustain fire flows and equalize future demands while avoiding high water age for current demand.

## Viable Locations for Additional Storage

Suitable sites for elevated tanks have high ground elevation to minimize the height of the tank and thus decrease costs. Tank sites should be near transmission mains to minimize the cost of pipes that connect the new tank to the existing pipe network. Siting new tanks near structures with high fire flow requirements is advantageous. In addition, elevated tank sites should be about the same distance from supply sources as the existing tank to allow balanced water levels and turnover that prevents high water age.

One possible location for additional elevated storage is the site of the existing 300,000-gallon tank on 11<sup>th</sup> Street. At this location the new tank’s hydraulic performance would be comparable to the existing tank. Although a new tank here would ensure that fire flows could be sustained for the required duration, but it would not improve available flow rates or reduce vulnerability to main breaks near the tank site. As a result, additional sites were considered for this evaluation.

Figure 1 shows the area near the North Carolina Industrial Center (NCIC) suggested by City staff as a possible location for a new tank. The area has ground elevations exceeding 640 feet, which means the height of the new tank would be less than 200 feet. The area is served by a network of 12-inch pipes, and nearby commercial and industrial buildings require high fire flows. In addition, this area is about the same distance from the end of the 24-inch pipe from the water plant as the existing tank.

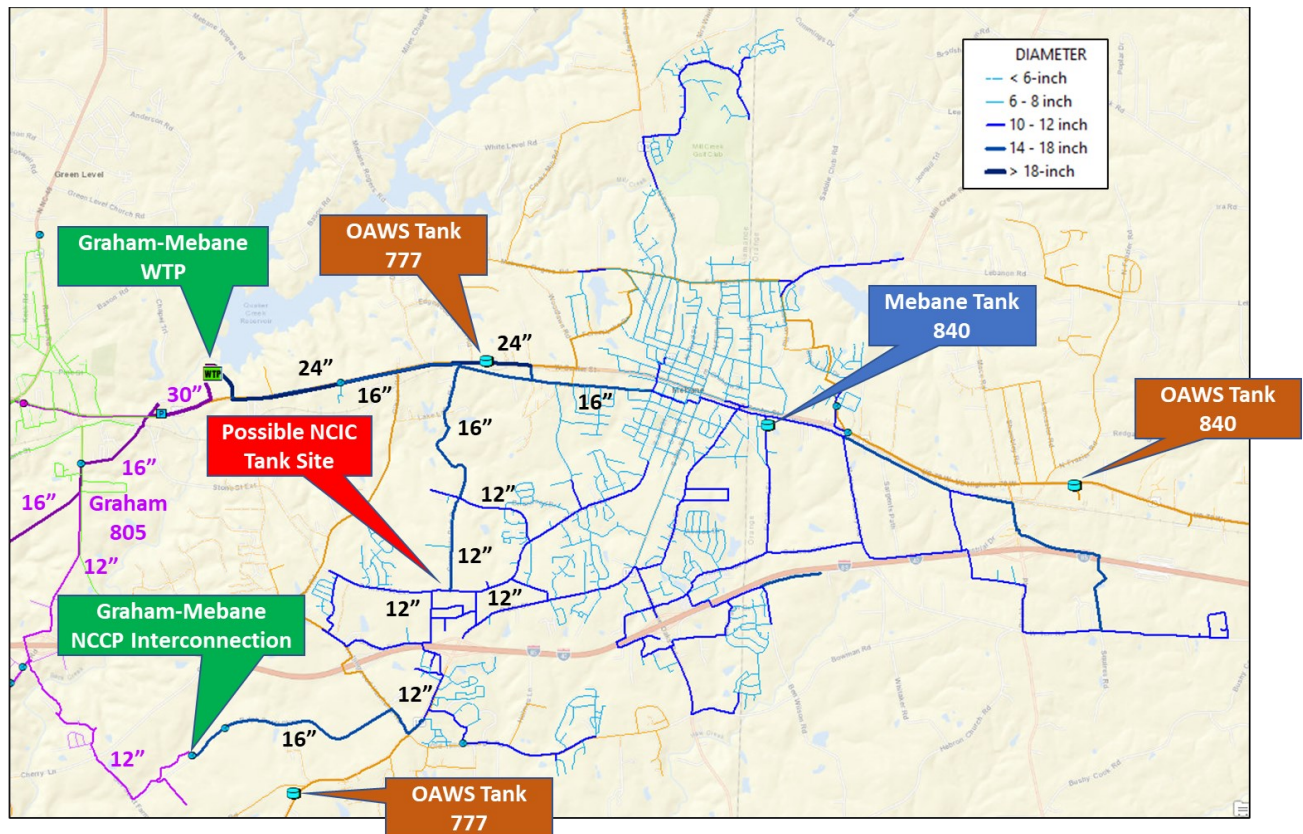


Figure 1: Possible Tank Site in NCIC Area

## Hydraulic Modeling

The hydraulic model of Mebane’s water system simulated three different tank sizes in the NCIC area to check hydraulic performance and predicted water age. The model assumed current average day demand of 1.91 mgd with a diurnal demand pattern developed during a previous project, as shown in the chart below. In these simulations, the model also assumed Pump 2 at the WTP operated intermittently.

The model tested the following tank sizes with standard water level ranges based on information provided by tank manufacturers:

- 0.5 MG with 37.5-foot range
- 0.75 MG with 40-foot range
- 1.0 MG with 40-foot range

Initial simulations showed the water levels in the existing tank and the new tank remained within one foot of each other when expressed as a hydraulic grade line elevation above sea level, regardless of tank size. These results verified that the NCIC site is an excellent location for a new elevated tank.

In subsequent simulations, the WTP pump turned on when total elevated storage dropped to 0.63 MG, the reserve volume needed for the worst-case fire of 3,500 gpm for three hours, as shown in the following table. For each tank size, the table also shows turnover, the variation in water level for normal operation expressed as percentage of the water level range between full and empty. Turnover influences the model’s calculations of water age, and indicator of water quality.

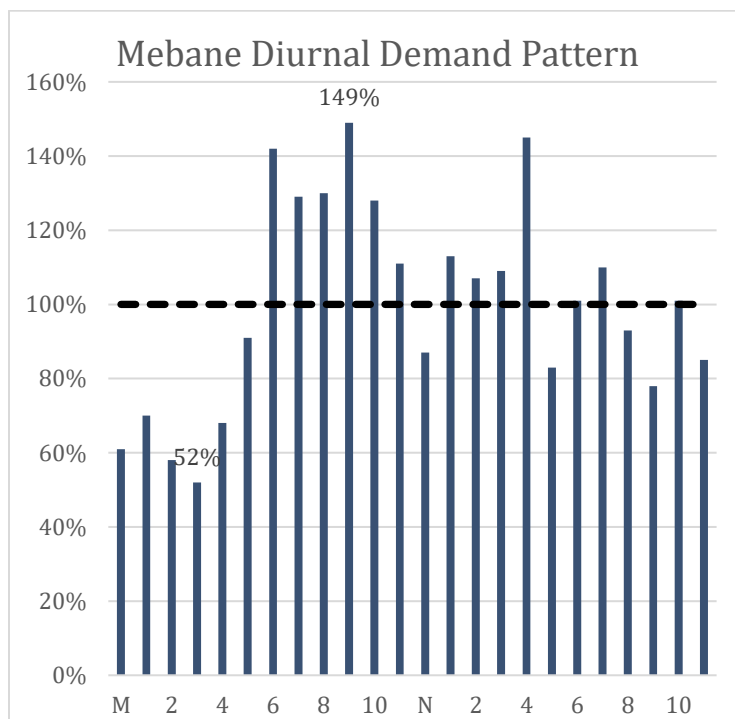


Figure 2: Diurnal Demand Pattern

**Table 2: Allowable Tank Turnover Maintaining 0.63 MG Fire Flow Reserve**

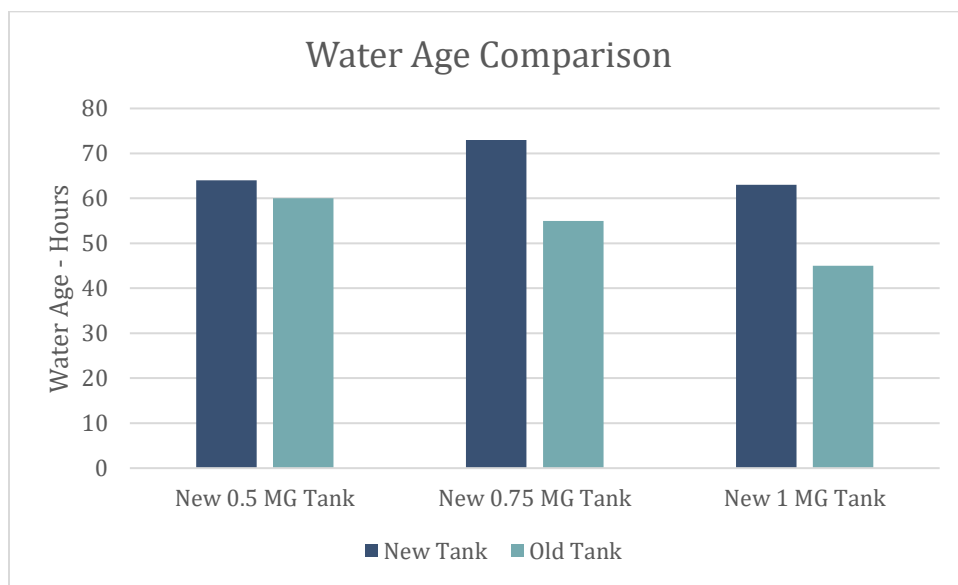
New Tank Size - Gallons	500,000	750,000	1,000,000
New Tank Water Level Range from CBI - feet	37.5	40	40
New Tank Calculated Average Diameter - feet	47.6	56.5	65.2
New Tank: Gallons/Foot	13,333	18,750	25,000
Old Tank Size - Gallons	300,000	300,000	300,000
Old Tank Water Level Range - feet	30	30	30
Old Tank Calculated Average Diameter - feet	41.3	41.3	41.3
Old Tank: Gallons/Foot	10,000	10,000	10,000
Both Tanks: Gallons/Foot	23,333	28,750	35,000
<b>Allowable Water Level Drop - feet</b>	<b>7</b>	<b>15</b>	<b>19</b>
New Tank Turnover - %	19%	37%	48%
Old Tank Turnover - %	24%	49%	64%
Pump Control: Feet of Water in Old Tank	23	15	11
New Tank Percent Full at Pump On	81%	63%	52%
Old Tank Percent Full at Pump On	76%	51%	36%
New Tank Volume at Pump On Level	402,857	476,087	521,429
Old Tank Volume at Pump On Level	227,143	153,913	108,571
<b>Total Volume at Pump On Level</b>	<b>630,000</b>	<b>630,000</b>	<b>630,000</b>

\*Note CBI was purchased by McDermott (New Tank Water Level Range from CBI)

## Water Age Comparison for Different Tank Sizes

Five-day extended period simulations calculated water age in the existing and new tanks to determine the impact of tank size on water quality. These simulations used current average day demand with pump controls that maintained minimum storage levels of 0.63 MG for firefighting.

The results summarized in the chart below show similar water age predictions for all three tank sizes. The detrimental effects of additional storage volume were compensated by the additional turnover with the larger tank sizes. Building a larger tank in the short term will postpone the need for a second new tank without a negative impact on water quality. Therefore, we recommend a 1 MG tank.



**Figure 3: Water Age Comparison**

## Cost Comparison and Recommended Tank Size

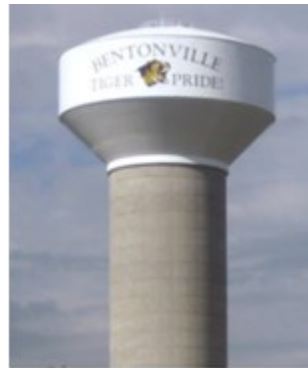
The table below shows planning level cost estimates for composite style elevated tanks, which have a steel tank on a concrete column. In smaller sizes composite tanks are about 12% more than an all-steel spheroid tank, but in larger sizes composite tanks are less expensive than all-steel spheroid tanks. Composite style tanks have lower maintenance costs because the concrete column never needs painting.

**Table 3: Cost comparison for Composite Tanks**

<u>Size – MG</u>	<u>Cost - \$</u>
0.5	2.26 M
0.75	2.58 M
1.0	2.91 M

The cost comparison showed storage costs less per gallon in larger tank sizes. For example, the cost per gallon is \$2.91 for a 1 MG tank and \$4.72 for a 0.5 MG tank.

We recommend a 1 MG composite elevated tank in the NCIC area based on the cost comparison, the calculated storage deficits from our Water Storage Evaluation and the water age predictions from hydraulic modeling. Building a new 1 MG tank by 2025 and adding WTP pump capacity in 2030 and 2050 eliminates the existing storage deficit and provides sufficient tank and pump capacity until 2060.



**Figure 4: Example of Composite Style Elevated Tank**

## Fire Flow Evaluation

Mebane’s distribution system serves several areas that have high fire flow requirements, including the White Furniture building on Center Street in downtown Mebane and the Medline site on West Ten Road.

The hydraulic model simulated fire flows at these sites assuming:

- Maximum day demand of 3.53 mgd (185% of 2020 average day demand)
- Two small pumps operating at the WTP (firm capacity)
- Water level in new 1.0 MG tank in the NCIC was 21 ft (HGL 821 ft)
- Water level in existing tank was 11 ft (HGL 821 ft)

The water levels in the tanks were the lower limits for normal operation while reserving 0.63 MG for fire protection. The model calculated available fire flows while maintaining a minimum of 20 psi throughout the distribution system. Simulated fire flows were limited to 3,500 gpm, the maximum flow needed for full credit in Fire Department ratings by the State Fire Marshal.

As shown in the figure below, available fire flows were 3,500 gpm at 28 psi for the White Furniture building, the maximum fire flow, and 3,200 gpm at 31 psi for Medline, the maximum flow to prevent pressures below 20 psi at nearby high ground elevations.

The model also simulated a fire flow at the White Furniture building assuming the nearby existing elevated tank would empty quickly after the fire flow started. The model predicted the distribution system could sustain a fire flow of 3,400 gpm at 20 psi supplied by the new tank and the water plant operating at firm pumping capacity, with no flow from the existing tank.

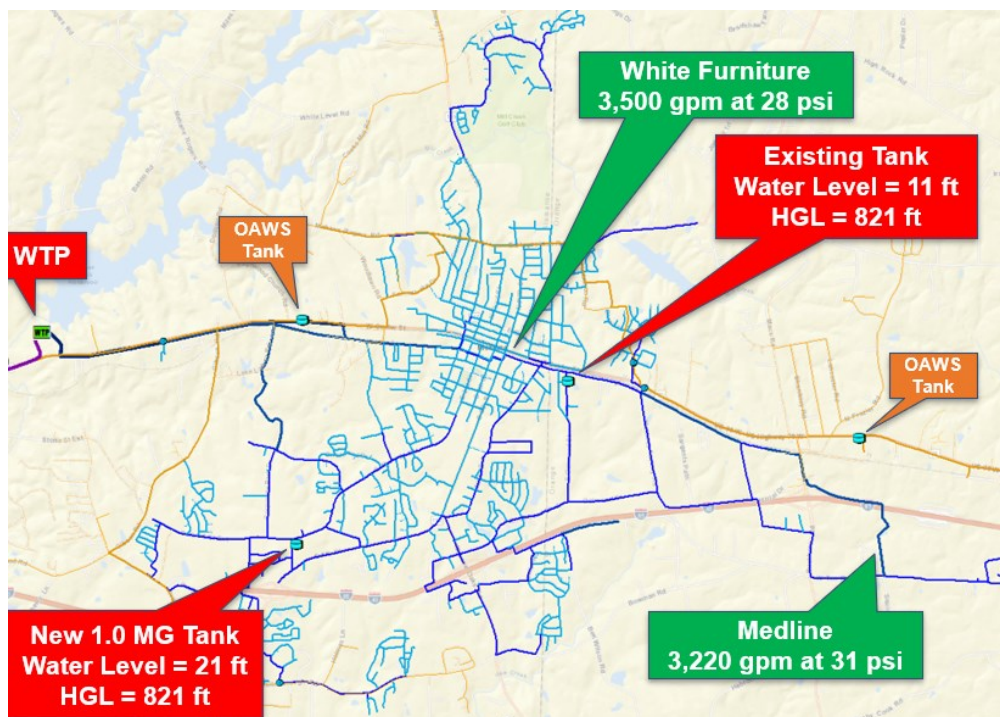


Figure 5: Available Fire Flows with New Tank



## Peak Hour Pressures

The model calculated pressures for peak hour demand with the tanks at the lower limit of their operating range, at an HGL of 821 feet (the same water levels used for fire flow simulations). Mebane's diurnal pattern shows peak hour demand is 149% of the 24-hour average. This peaking factor was applied to maximum day demand to calculate the lowest pressures for normal operation.

Figure 6 shows predicted peak hour pressures in the area with the highest ground elevations. All predicted pressures met the 30 psi regulatory requirement, but one location was below the desirable minimum of 40 psi.

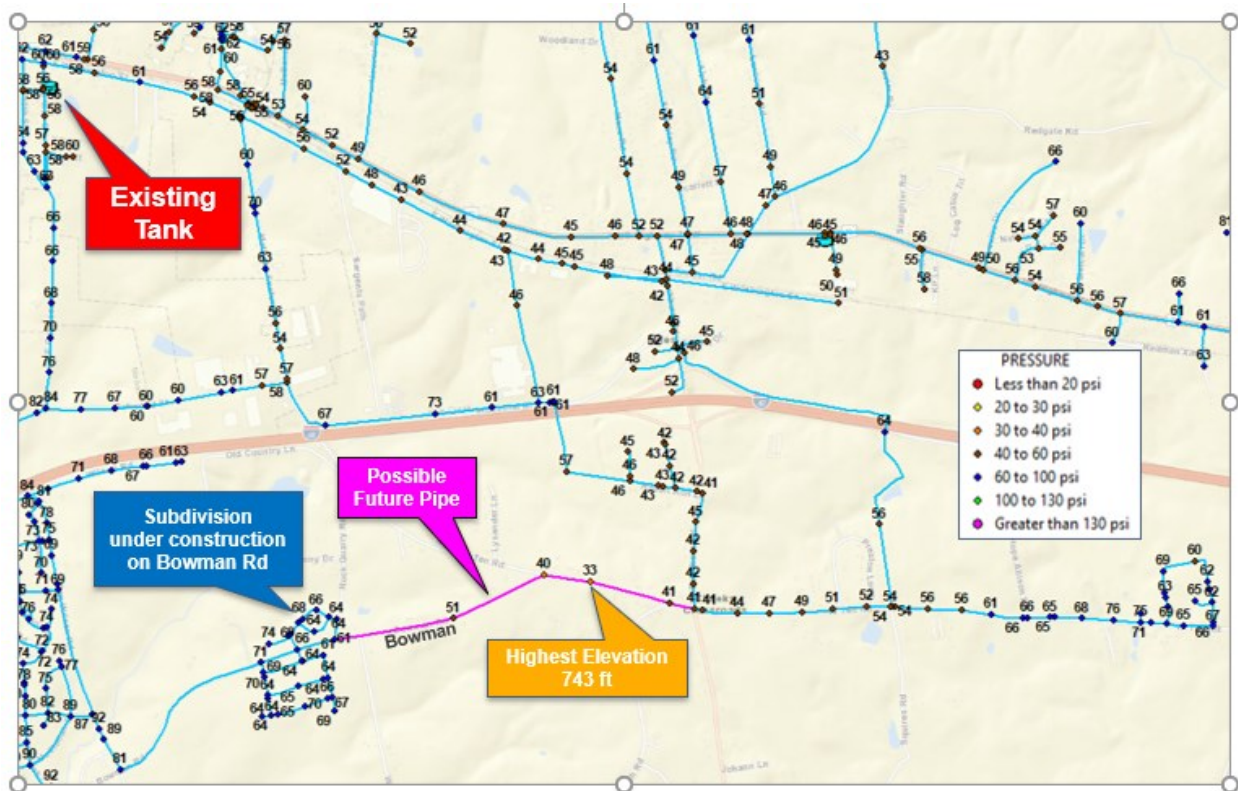


Figure 6: Peak Hour Pressures with New 1.0 MG Tank

## Alternatives for Boosting Pressures

Three alternatives were investigated for boosting pressures:

1. No boosted pressure zone with new 1 MG tank near NCIC and a limited number of customers needing booster pumps on services in addition to fire pumps for sprinkler systems
2. Boosted pressure zone that includes new 1 MG tank and control valves to manage water quality and supply flows in the main zone
3. Boosted pressure zone with new 1 MG tank near NCIC and a limited number of customers needing fire pumps for sprinkler systems

The model simulated each of these alternatives assuming:

- Maximum day demand of 3.53 mgd for fire flows simulations (185% of 2020 average day)
- Peak hour demand of 5.25 mgd for checking pressures (149% of maximum day demand)
- Firm capacity at WTP = 4,230 gpm (two small pumps operating)
- New 1.0 MG tank at NCIC with a water level of 21 ft (HGL 821 feet)
- Existing tank water level at a water level of 11 ft (HGL 821 feet)

### Alternative 1: No Boosted Pressure Zone

This alternative would have minimum pressures the same as Figure 6 in the previous section. Some customers in the area with high ground elevations may elect to install booster pumps on their services to increase their pressure.

All customers with sprinkler systems would need fire pumps. The water system can deliver adequate fire flows at residual pressures that meet the 20-psi regulatory requirement, but not at the higher pressure requirements for sprinkler systems. Available fire flows would be nearly the same as currently available, but the new tank at NCIC would ensure flows can be sustained for the required duration.

Figure 7 shows predicted fire flows in the area with high ground elevations assuming a dead-end 12-inch pipe is installed to serve customers on West Ten Road. Available fire flows were less than 2,000 gpm at some locations.

Figure 8 shows predicted fire flows with new 12-inch pipes creating loops in West Ten Road, Bowman Road and in an easement connecting to Rabbit Run. These fire flows are adequate for most commercial development.

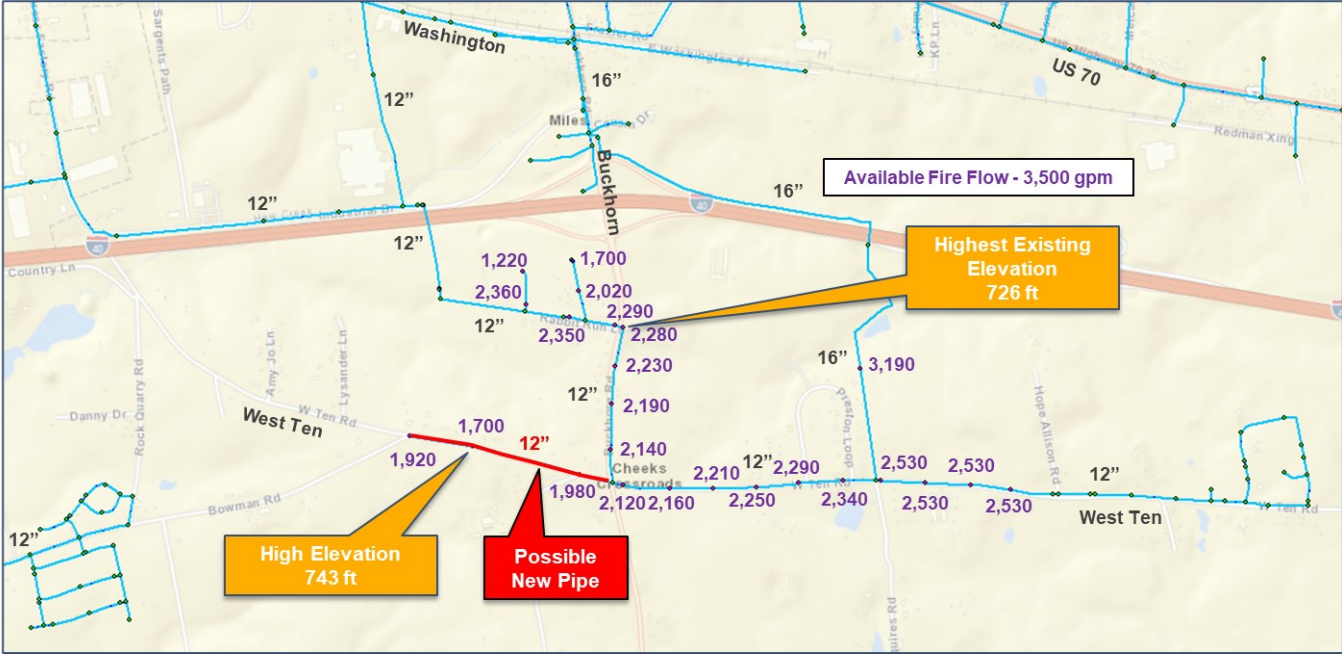


Figure 7: Available Fire Flows for Alternative 1

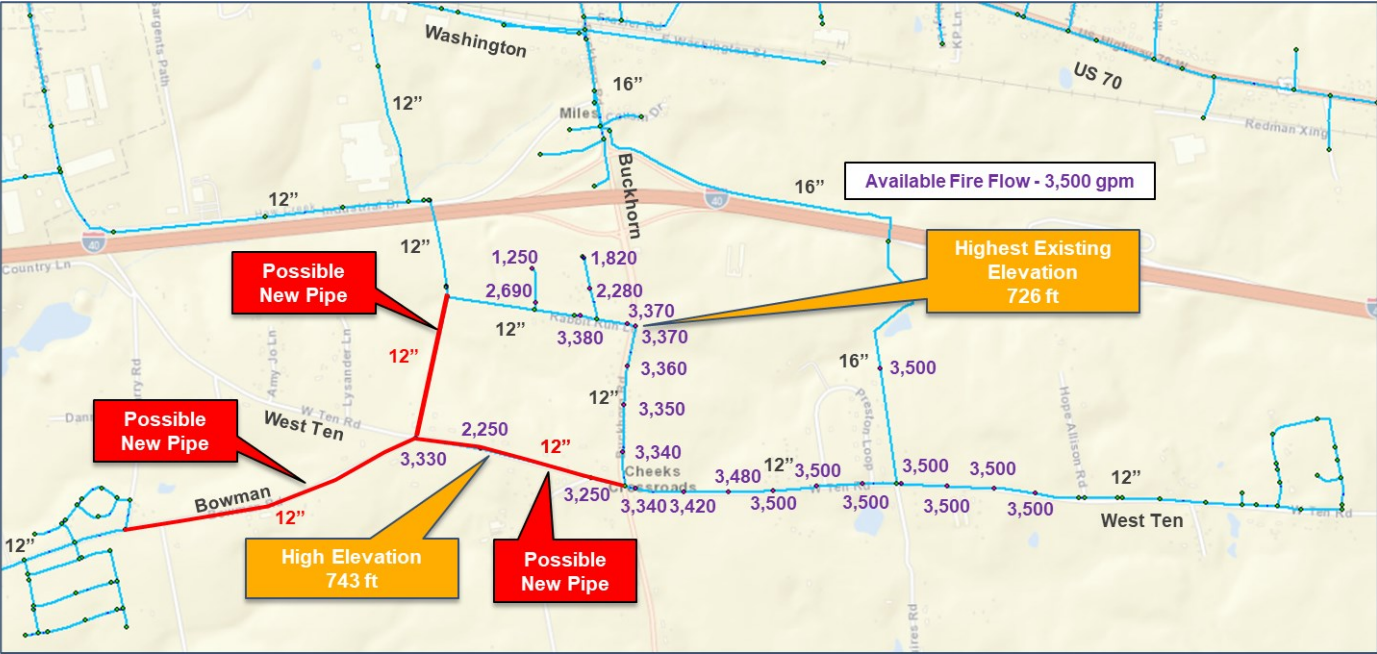


Figure 8: Available Fire Flows for Alternative 1 with 12-inch Pipe Loops

## Alternative 2: Boosted Pressure Zone with 1.0 MG Tank

This alternative assumed a new 1 MG tank was located at high ground along West Ten Road, instead of in the NCIC area, with an overflow elevation of 901 feet. The model used a water level corresponding to an HGL of 881 feet to represent the tank half full. A new tank with an overflow elevation higher than the existing tank would require creating a high-pressure zone supplied by a new pump station at the end of Rabbit Run Lane. The boosted pressure zone would be defined by closed valves and control valves to bleed water out of the high-pressure zone to maintain water quality in the tank and supplement fire flows in the main pressure zone.

With this alternative, pressures throughout the boosted pressure zone would be 60 psi or higher, as shown in the figure below. Available fire flows would be 3,500 gpm throughout the boosted pressure zone, except on dead end pipes.

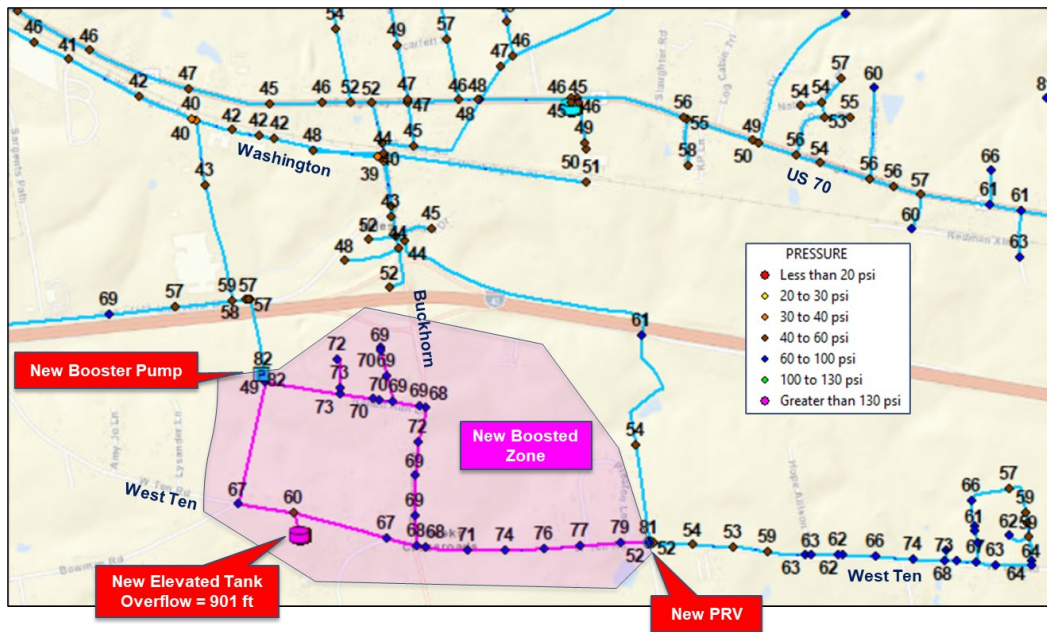


Figure 9: Predicted Peak Hour Pressures for Alternative 2

## Alternative 3: Boosted Pressure Zone

This alternative included a new 1 MG tank in the NCIC area and a new booster pump station at the end of Rabbit Run Lane supplying a closed boosted pressure zone with no storage. Variable speed pumps would maintain a constant discharge pressure of 60 psi but would not be capable supplying fire flows. During a fire, a low-pressure sensor would shut off the pumps and check valves along the boosted pressure zone boundary would open to supply fire flows from the main pressure zone. Available fire flows would be the same as Alternative 1.

Figure 10 shows predicted pressure for peak hour demand. The lowest predicted pressure was 41 psi at the intersection of Buckhorn Rd and Washington St.

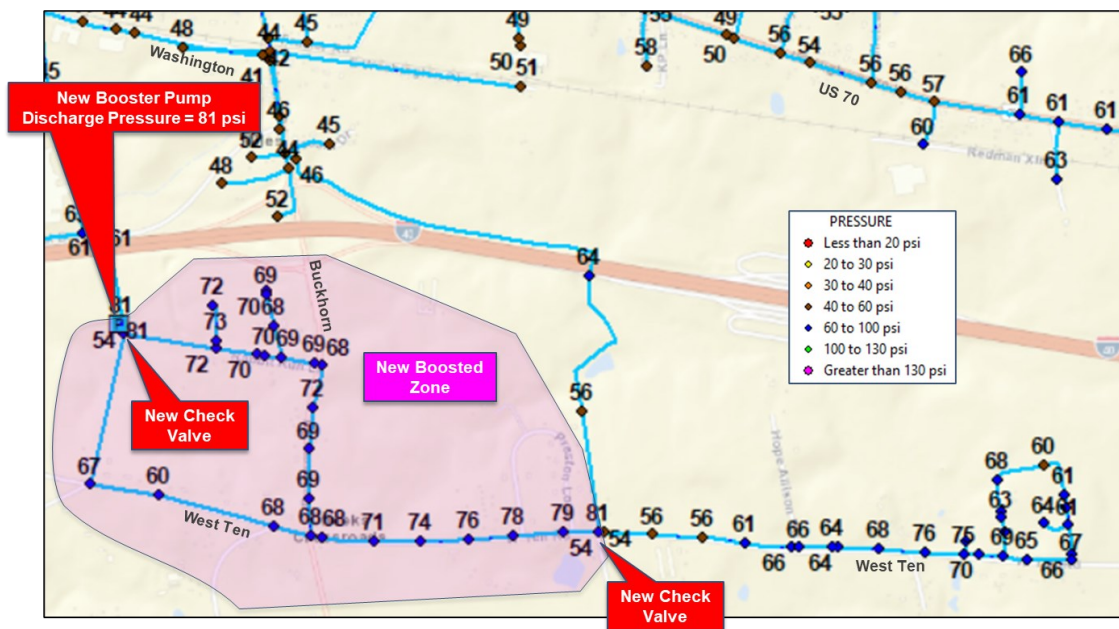


Figure 10: Predicted Peak Hour Pressures with Alternative 3

## Cost Comparison for Boosted Pressure Zone Alternatives

*Alternative 1* with a new 1.0 MG tank near NCIC has the lowest cost at \$2.9 million. This alternative provides marginal service pressures and fire flows at high ground elevations, requiring a limited number of customers to provide fire pumps on sprinkler systems and booster pumps on their service lines.

*Alternative 2* with a new 1.0 MG tank floating on a new boosted pressure zone has the highest cost at \$6.6 million. This alternative provides the best service pressure and fire protection for high ground elevations.

*Alternative 3* with a new 1.0 MG tank near NCIC and a closed boosted pressure zone has a cost of \$6.4 million. This alternative provides good service pressures and 2,500 gpm fire flows at high ground elevations.

After discussions with City staff, Hazen recommends *Alternative 1*. This recommendation includes building a new 1 MG elevated tank in the North Carolina Industrial Center by 2025 and adding pump capacity at the water plant by 2030 and again in 2050, thus postponing the need for a second new tank until after 2060. The new tank will benefit the entire distribution system by ensuring that fire flows are sustainable. A second tank will simplify taking the existing tank out of service for maintenance and reduce on-off cycling of the pumps at the water treatment plant.

## Tank Site Investigations

Four different locations along S. Third Street in the NCIC were identified and evaluated for the construction of a new 1 MG elevated water storage tank (Figure 11). Each site was strategically selected to minimize the overall tank height and address the storage deficiencies previously discussed. A desktop evaluation of each site was performed to identify key challenges and assess the general constructability of each site. Available GIS information from Alamance County was utilized to define parcel boundaries, topographical references, and water features while other above ground features that could impact the design, construction, and/or future maintenance of a new tank were identified via Google Earth. This information, along with development requirements included in the City’s Unified Development Ordinance (UDO), were used to create preliminary site layouts for each site and assist with our evaluation of the four potential tank sites.



Figure 11: 1 MG Elevated Water Storage Tank

## Tank Siting Considerations

Hazen's evaluation of each potential tank site consisted of the following:

- Space required to construct and maintain a new 1 MG composite style elevated water storage tank. Tank dimensions used for the evaluation were based on published information by McDermott and Landmark Structures. Overall, a 40' diameter pedestal and a 70" diameter tank bowl was used for tank siting evaluations. An additional 15-ft beyond the tank bowl was included for future maintenance and shroud accommodations.
- General design and performance standards included in the City's UDO were used to establish required setbacks, landscape buffers, stormwater management, zoning/land class requirements, and other development needs.
- Clearing, grading, and general site development requirements were considered as a comparison amongst each site.
- Notable constructability challenges such as nearby above and below ground utilities were considered.
- Available space for future telecommunication provider ground equipment.
- Overall tank height.
- Site access and other miscellaneous considerations that may impact construction or future maintenance.

### Tank Site 1

Tank Site 1 is located in the southeastern corner of the South Third Street, South Fifth Street Extension, and Holmes Road intersection (Figure 12). The site is a relatively flat and mostly cleared 1.63-acre parcel that is zoned R-20, Residential District. The parcel was recently subdivided to accommodate the construction of the new South Fifth Street Extension and it is unclear if rezoning or reclassification of designated land class is planned for the site and/or surrounding parcels. As a result, the setback and buffer requirements for Site 1 may change from what is illustrated in Figure 12.

Hazen's evaluation included a look at how a change to the assumed setbacks would impact development of the site. If wider setbacks are required along South Fifth Street Extension and Holmes Road, the available areas for future maintenance of the tank will be significantly reduced and accommodating a 1 MG composite style tank may not be viable. Therefore, if Site 1 is ultimately considered, additional investigations into what the City's zoning and land-use classification of the Site and surrounding parcels will be needed. If no changes to the setbacks illustrated in Figure 12 are required, there will be sufficient space to accommodate a new 1 MG composite tank, as well as future telecommunication ground equipment. The tank height would be approximately 185-ft if Tank Site 1 is selected.



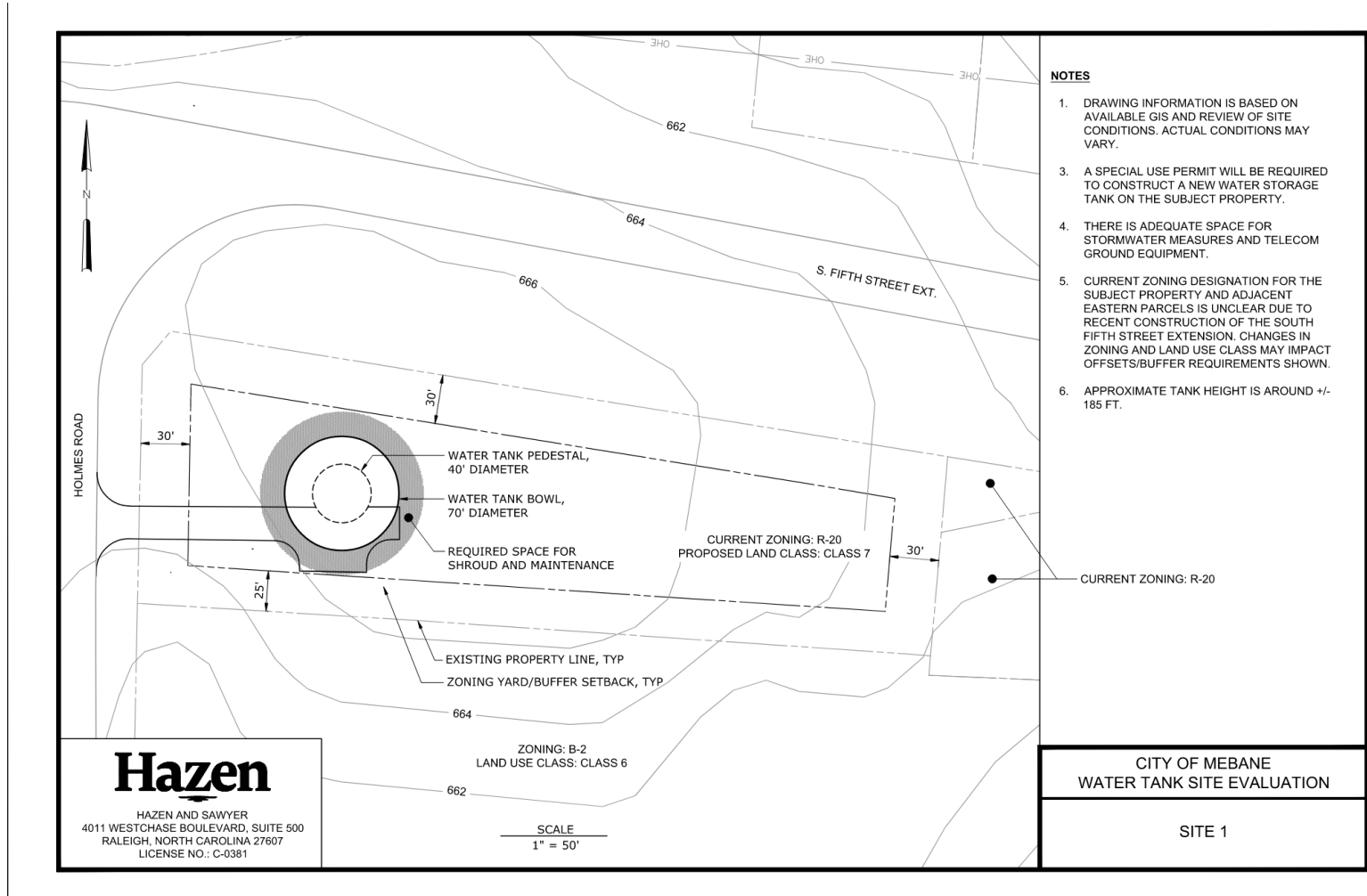


Figure 12: Water Tank Site Evaluation Site 1

## **Tank Site 2**

Tank Site 2 is located on the northern side of the South Third Street, South Fifth Street Extension, and Holmes Road intersection (Figure 13). The 52.5-acre site is zoned M-1, Heavy Manufacturing District, and would need to be subdivided prior to tank construction. The general location evaluated for a new 1 MG tank on this property is in the southwestern portion of the parcel in an open grassed area between South Third Street and an existing chain link fence surrounding an old manufacturing facility.

Challenges associated with this site include overhead power and underground natural gas installed parallel to South Third Street. Proximity of these utilities would likely require safety provisions during construction. Cathodic protection and/or stray current mitigation measures may also need to be incorporated into the tank and associated pipe design due to proximity of these utilities. Aside from these challenges, there is sufficient space to construct and maintain a new 1 MG composite style tank while meeting the City development and stormwater management requirements. There is also ample space to accommodate future telecommunication ground equipment. Similar to Tank Site 1, the tank height would be approximately 185-ft, if selected.

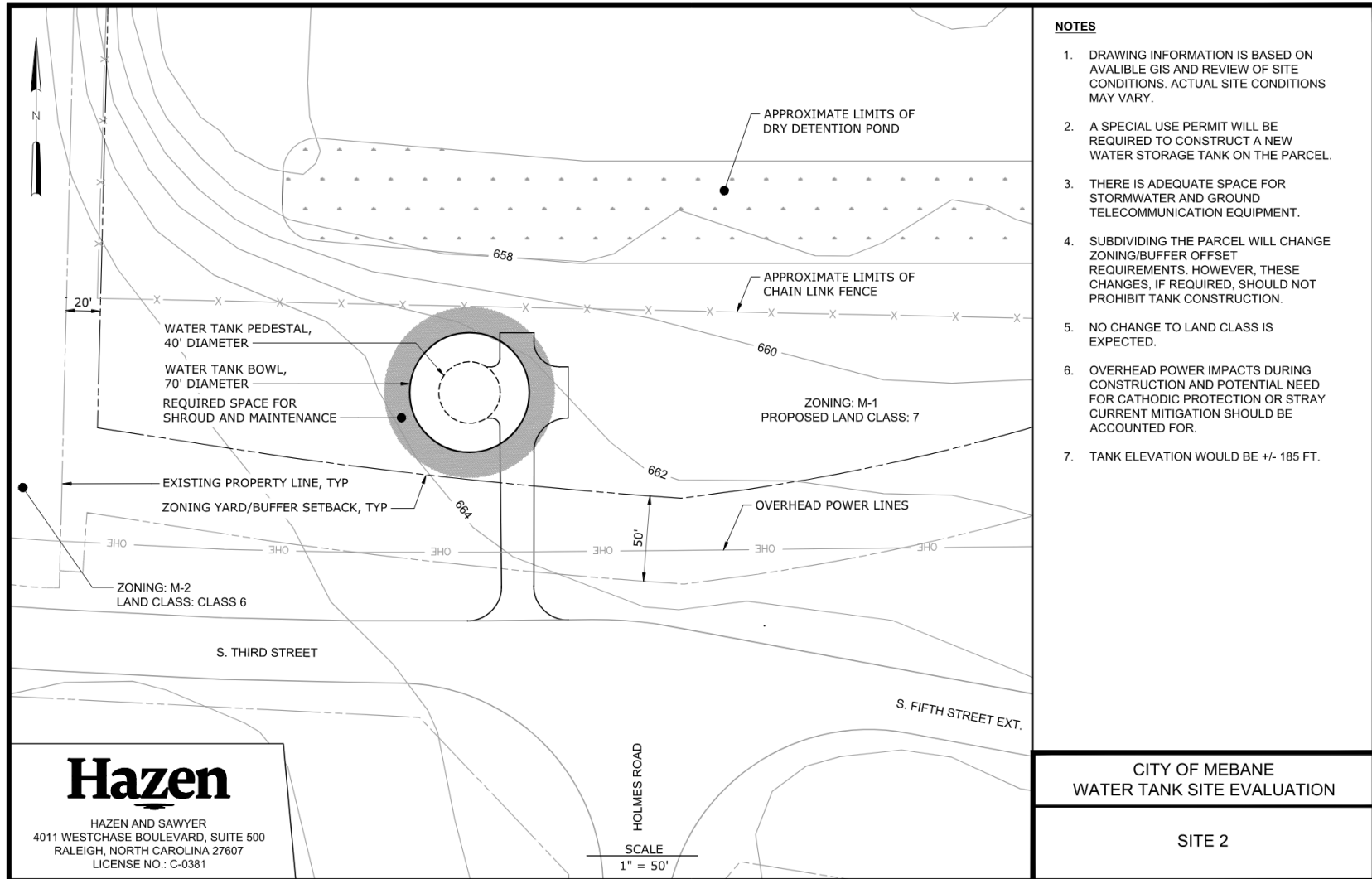


Figure 13: Water Tank Site Evaluation Site 2

## Tank Site 3

Tank Site 3 is located just east of the South Third Street and Maple Lane intersection on the northern side of South Third Street (Figure 14). The 1.46-acre site is wooded and slopes away from South Third Street towards a stream in the northeastern corner of the parcel. The site is zoned R-20, Residential District and would require clearing and grading prior to tank construction. The adjacent eastern property would require a 50-ft setback due to the current zoning and Land Use classification, while the other setbacks are expected to be less than this.

The highest part of Tank Site 3 is approximately 18-20 feet lower than the other sites evaluated. The overall tank height would likely be around 200-ft and would result in a higher construction cost compared to the other sites evaluated.

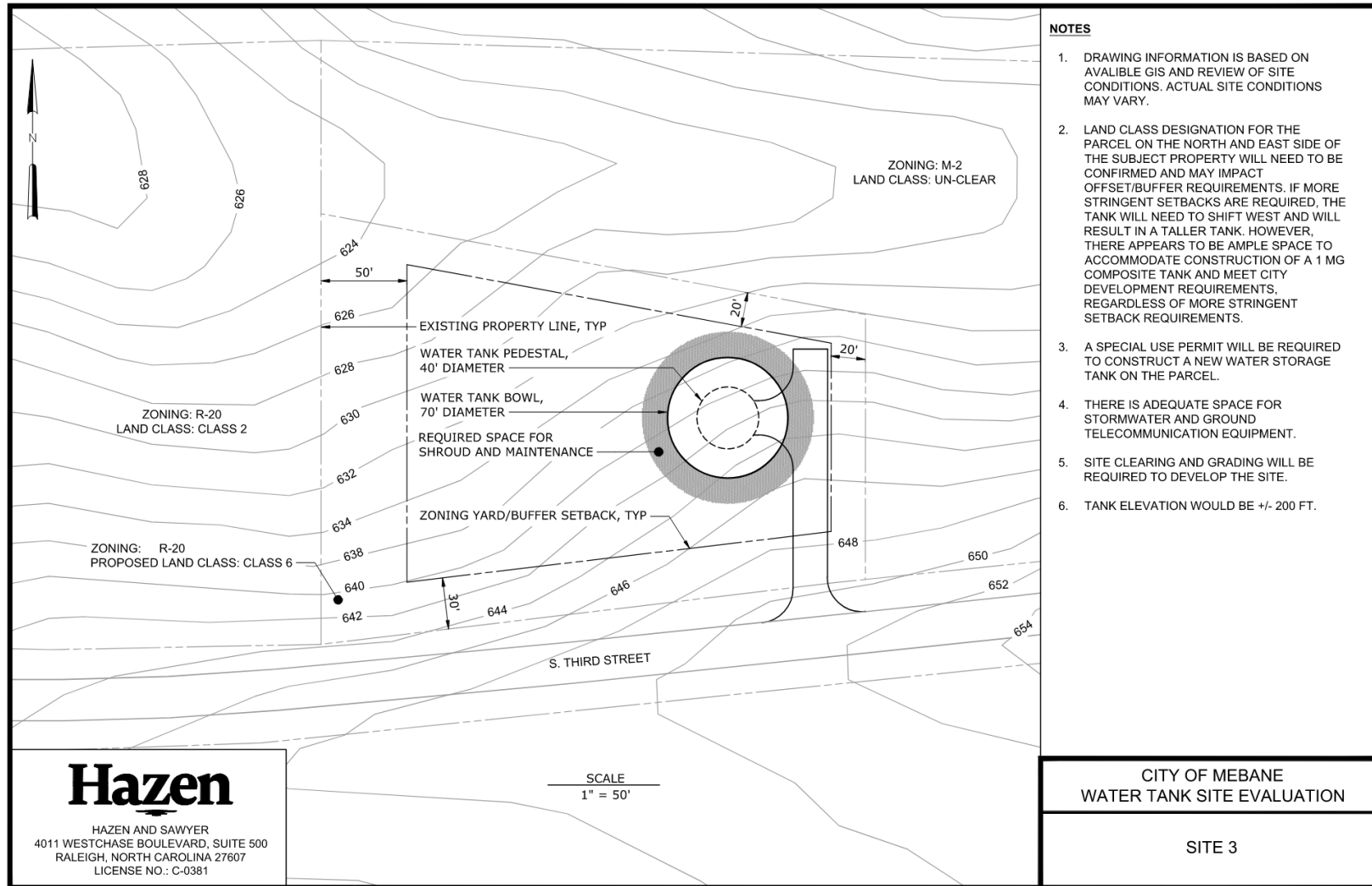


Figure 14: Water Tank Site Evaluation Site 3

## **Tank Site 4**

Tank Site 4 is located just west of the South Third Street and Maple Lane intersection on the northern side of South Third Street (Figure 15). The 4.9-acre site is partially cleared and is zoned M-2, Heavy Manufacturing. A cleared portion along the eastern portion of the site was evaluated for the location of a new 1 MG storage tank. The topography in this portion of the site is relatively flat and would result in a tank height similar to Sites 1 and 2 of approximately 185-ft.

Hazen determined the area evaluated for a new tank includes sufficient space for the construction and future maintenance of a new 1 MG composite style tank. The site can accommodate a new tank while also meeting the City development and stormwater management requirements. There is also ample space to accommodate future telecommunication ground equipment.

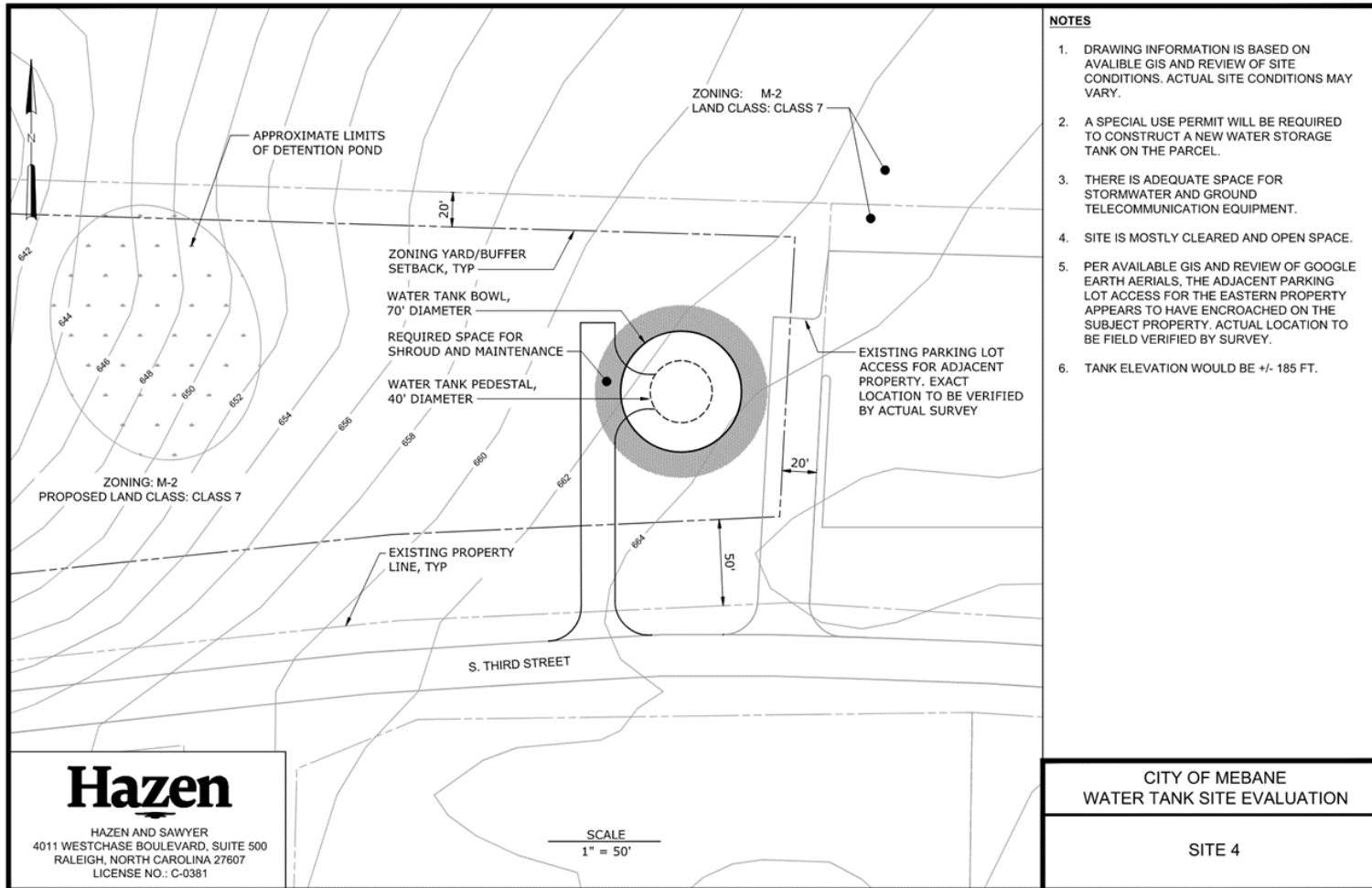


Figure 15: Water Tank Site Evaluation Site 4

## **Tank Site Recommendations**

Overall, there appears to be sufficient space for the construction and future maintenance of a new 1 MG composite style tank. However, there are some challenges and development requirements associated with Site 2 and 3 that Sites 1 and 4 do not have. Due to the uncertainty of possible zoning and land use changes for Site 1, our recommendation is for the City to consider Site 4 for the location of a new 1 MG composite style elevated water storage tank.

## **Future Storage Requirements**

A brief conversation occurred between Hazen and the City about future storage requirements and the potential for locating the additional 1 MG tank, projected to be needed around 2060, on the existing 11<sup>th</sup> Street tank site. Hazen briefly evaluated removal of the existing tank to build a new 1 MG composite style tank at this location and determined this could be accomplished but would likely encroach into the City required buffers and setbacks. Therefore, if this approach is considered at the time when additional storage is needed, a variance or purchase of additional property may be required to pursue this option.





## AGENDA ITEM #11

Recommendation for Contract Award for the proposed driveway connection to the newly constructed Corregidor Street extension serving Public Works/Utilities Departments facilities and the WRRF

### Presenter

Franz Holt, City Engineer  
Chuck Smith, Public Works Director  
Kyle Smith, Utilities Director  
Daphna Schwartz, Finance Director

### Public Hearing

Yes  No

### Summary

Four (4) bids for the proposed driveway connection to the newly constructed Corregidor Street extension were received Thursday, January 27th, 2022 at 3 p.m. and were opened and read aloud in the City Council Chambers. The low responsive bidder was determined to be Waugh Asphalt, Inc. of Franklinville, NC in the amount of \$98,350. It is recommended that a \$5,000 contingency be added to the project for possible unforeseen items. Attachments include a letter or recommendation of contract award with bid tabulation from Alley, Williams, Carmen, & King, Inc., exhibit map of the proposed driveway improvements, and a budget amendment prepared by Daphna Schwartz to fund the project.

Approval of the project, budget amendment, and contract award is for Council consideration.

### Background

As a part of the Hwy. 119 By-pass project, NCDOT is completing the extension of Corregidor Street. The NCDOT project picks up from the end of existing Corregidor St. at the Soccer Fields with a roadway extension over Moadams Creek and ending near the new Tate Avenue and Roosevelt Street extension intersection (see attached exhibit map). Previously Tate Avenue ended at the Public Works/Utilities gate and Corregidor Street ended near the bridge at the WRRF. In addition, the bridge is to be removed by NCDOT. Large trucks entering through the north gate to serve the WRRF (bio-solids removal and regular maintenance/operations and with the renovation and planned expansion of the WRRF) will create a congested area through the Public Works/Utilities facilities. Construction plans were drawn and bids received to create a mid-point driveway connection between the two different functioning facilities while serving both.

### Financial Impact

Subject to Council approval this project requires adoption of a budget amendment to fund the construction cost of \$98,350.00 with a recommended project contingency of \$5,000.00 for a total of \$103,350.00.

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**Recommendation**

Staff recommends approval of the proposed budget amendment in the amount of \$103,350.00 to fund the proposed driveway connection project and award a contract to Waugh Asphalt, Inc. in the amount of \$98,350.00 for the construction of the proposed driveway improvements.

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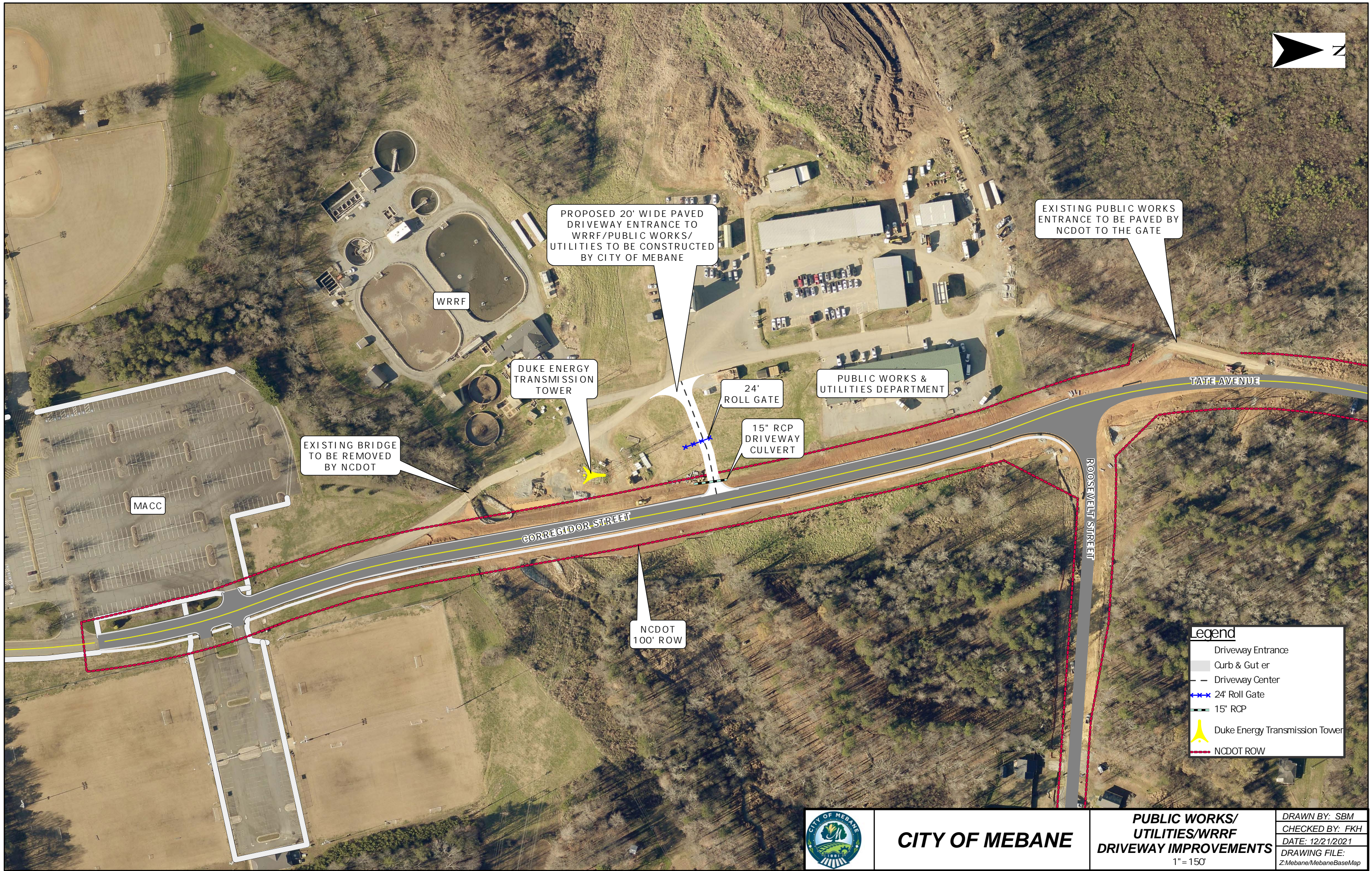
**Suggested Motion**

Move to approve the proposed budget amendment in the amount of \$103,350.00 to fund the proposed driveway connection project and award a contract to Waugh Asphalt, Inc. in the amount of \$98,350.00 for the construction of the proposed driveway improvements.

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**Attachments**

1. Exhibit Map
2. Letter of Recommendation of Contract Award and Tabulation of Bids
3. Budget Amendment



PROPOSED 20' WIDE PAVED DRIVEWAY ENTRANCE TO WRRF/PUBLIC WORKS/ UTILITIES TO BE CONSTRUCTED BY CITY OF MEBANE

EXISTING PUBLIC WORKS ENTRANCE TO BE PAVED BY NCDOT TO THE GATE

WRRF

DUKE ENERGY TRANSMISSION TOWER

24' ROLL GATE

PUBLIC WORKS & UTILITIES DEPARTMENT

15" RCP DRIVEWAY CULVERT

EXISTING BRIDGE TO BE REMOVED BY NCDOT

MACC

CORREGIDOR STREET

TATE AVENUE

ROOSEVELT STREET

NCDOT 100' ROW

**Legend**

- Driveway Entrance
- Curb & Gutter
- Driveway Center
- 24' Roll Gate
- 15" RCP
- Duke Energy Transmission Tower
- NCDOT ROW



**CITY OF MEBANE**

**PUBLIC WORKS/  
UTILITIES/WRRF  
DRIVEWAY IMPROVEMENTS**

1" = 150'

DRAWN BY: SBM  
CHECKED BY: FKH  
DATE: 12/21/2021  
DRAWING FILE:  
Z.Mebane/MebaneBaseMap



January 28, 2022

City of Mebane  
106 East Washington Street  
Mebane, NC 27302

Subject: Public Works/Utilities/WRRF Driveway Improvements  
AWCK Project No. 17152

Honorable Mayor and City Council:

Bids for the subject project were received and opened on Thursday, January 27, 2022 at the Glendel Stephenson Municipal Building. Four (4) bids were received, and the lowest responsive bid was submitted by Waugh Asphalt, Inc. of Franklinville, NC in the amount of \$98,350.00. We have reviewed all bids and all bids complied with the bidding documents and no irregularities were found in any bid. Attached with this letter is a copy of the Tabulation of Bids showing the bidders name and amount of each bid received.

Waugh Asphalt, Inc. has been in business since 1996 and has completed several paving projects for the City of Mebane.

We recommend that the Council award a contract to Waugh Asphalt in the amount of \$98,350.00 and include a \$5,000.00 contingency amount in the case any unforeseen conditions change and warrant an increase in the contract amount.

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

Sincerely,

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

Mark D. Reich, PE

encl.

cc: Chris Rollins, City Manager  
Preston Mitchell, Assistant City Manager  
Charles Smith, Public Works Director



## TABULATION OF BIDS

### City of Mebane

Project Title: Public Works/ Utilities/ WRRF Driveway Improvements

Bid Date: Thursday, 3:00 PM, January 27<sup>th</sup>, 2022

Bid Opening Location: Glendel Stephenson Municipal Building Council Chambers  
106 E. Washington Street, Mebane, North Carolina

Bids Opened By: Mark Reich, P.E., Project Engineer

Project No. 17152

CONTRACTOR	N.C. LICENSE NO.	BID AMOUNT
WAUGH ASPHALT, INC.	59882	\$98,350.00
TRIANGLE GRADING & PAVING, INC.	17456	\$99,863.52
CAROLINA SUNROCK, LLC.	71559	\$102,150.00
FRED SMITH COMPANY, LLC	43848	\$103,931.00

**THIS IS CERTIFIED TO BE A TRUE COPY OF BIDS RECEIVED**



BE IT ORDAINED by the Council of the City of Mebane that the Budget Ordinance for the Fiscal Year beginning July 1 2021 as duly adopted on June 7, 2021, is hereby amended as follows:

ARTICLE I

APPROPRIATIONS	Current Budget	Change	Revised Budget
General Fund - Public Works	\$ 3,379,094	\$ 34,450	\$ 3,413,544
Utility Fund - Utilities	\$ 6,394,690	\$ 34,450	\$ 6,429,140
Utility Fund - Waste Water Treatment Plant	\$ 2,190,648	\$ 34,450	\$ 2,225,098

ARTICLE II

REVENUES	Current Budget	Change	Revised Budget
General Fund - Appropriated Fund Balance	\$ 3,337,265	\$ 34,450	\$ 3,371,715
Utility Fund - Appropriated Fund Balance	\$ 1,956,468	\$ 68,900	\$ 2,025,368

This the 7th day of February, 2022.



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## AGENDA ITEM #12

### Lake Michael Dam Spillway Replacement Project - Engineering Services Agreement and Capital Project Ordinance with Budget Amendment

#### Presenter

Daphna Schwartz, Finance Director  
Franz Holt, City Engineer  
Aaron Davis, Recreation and Parks Director

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#### Public Hearing

Yes  No

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#### Summary

Staff is submitting two action items for Council consideration related to the Lake Michael Dam Spillway Replacement Project as follows:

1. Council approval of a Capital Project Ordinance (CPO) and Budget Amendment for the funding of engineering services related for the Lake Michael Dam Spillway Replacement Project in the amount of \$908,240.00.
2. Council approval of an engineering services agreement with Schnabel Engineering South, P.C. for the following tasks: geotechnical investigation, design, permitting, bidding, construction services, emergency action plan tabletop exercise, CLOMR preparation (if needed) and related LOMR preparation (if needed), prequalification of contractors, bidding the work, and post-construction monitoring of the work for 2 years. The agreement amount is \$908,240.00 for the anticipated \$4 to \$5 million project.

---

#### Background

In August 2020, the City contracted with Schnabel to perform an existing conditions assessment including a review of available information, a visual inspection of the dam and spillway, and hydrologic and hydraulic analyses to confirm spillway capacity relative to the design. While it was found that the spillway had hydraulic capacity to meet NCDEQ Dam Safety requirements and that the dam is in overall fair condition considering its age the spillway condition was found to be poor and in need of replacement. The City was presented two replacement alternatives selecting alternative 1 which includes the demolition of the existing spillway system and construction of a new cast-in-place concrete gravity spillway section with an ogee weir crest. Additional design elements for the proposed project include leveling the dam crest, cutoff wall beneath the spillway, embankment toe drain, and a low-level siphon system incorporated into the new spillway. In January, the City advertised on its website, with the Burlington Times News, and NC Department of Administration web site as well as sent the RFQ to multiple engineering firms with experience with spillway replacement projects. The City received three (3) responses and as all were qualified. However, it was clear that Schnabel Engineering South, P.A. was the most qualified to complete

the engineering services sought for the proposed spillway replacement project. They were asked to submit an engineering services contract which is attached.

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**Financial Impact**

The project will be financed with General Fund revenue and later debt proceeds. When debt proceeds are obtained the City will have the option to reimburse the General Fund.

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**Recommendation**

Staff recommends Council approval of the Schnabel Engineering South, P.A. engineering services agreement in the amount of \$908,240.00 for the Lake Michael Dam Spillway Replacement project. Staff additionally recommends approval of the proposed Capital Project Ordinance and Budget Amendment establishing funding for the engineering services agreement.

---

**Suggested Motion**

Move to approve the Lake Michael Dam Spillway Capital Project Ordinance and the related Budget Amendment.

Move to approve the Schnabel Engineering South, P. A. engineering services agreement in the amount of \$908,240.00 for the Lake Michael Dam Spillway Replacement project.

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**Attachments**

1. Capital Project Ordinance with Budget Amendment
2. Engineering Services Agreement with Certificate of Insurance



**Capital Project Ordinance for the City of Mebane  
Lake Michael Dam Spillway Replacement Project**

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

**Section 1:** The project authorized is the design and construction of the Lake Michael Dam Spillway Replacement to be financed by the City of Mebane General Fund revenue and debt proceeds.

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

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

	Project Budget
Design, Engineering & Construction Services	\$908,240

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

	Project Budget
Transfer from General Fund	\$908,240

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

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

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

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

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

This is the 7<sup>th</sup> day of February 2022.

BE IT ORDAINED by the Council of the City of Mebane that the Budget Ordinance for the Fiscal Year beginning July 1 2021 as duly adopted on June 7, 2021, is hereby amended as follows:

ARTICLE I

APPROPRIATIONS	Current Budget	Change	Revised Budget
General Fund - Non-Departmental	\$ 2,547,895	\$ 908,240	\$ 3,456,135

ARTICLE II

REVENUES	Current Budget	Change	Revised Budget
General Fund - Appropriated Fund Balance	\$ 3,337,265	\$ 908,240	\$ 4,245,505

This the 7th day of February, 2022.

January 31, 2022

Mr. Franz Holt, PE  
City Engineer  
City of Mebane, NC  
106 E. Washington St.  
Mebane, NC 27302

**Subject: Proposal for Professional Engineering Services for Lake Michael Dam Spillway Replacement (ORANG-003), Mebane, North Carolina (Schnabel No. 20P21012.02)**

Dear Mr. Holt:

**SCHNABEL ENGINEERING SOUTH, P.C.** (Schnabel) is pleased to submit this proposal to provide professional engineering services for the Lake Michael Dam Spillway Replacement project. We prepared this proposal in response to your email on January 25, 2022.

## **PROJECT DESCRIPTION AND BACKGROUND**

Lake Michael Dam (NCDEQ Dam Safety Inventory No. ORANG-003) is an earthen embankment dam with a concrete overflow spillway on the left (west) abutment. Flows from the reservoir are conveyed through the spillway into Mill Creek and eventually into Graham-Mebane Lake. The project site is located at approximately latitude 36.1081°N, longitude 79.2497°W and can be accessed via Lebanon Road and Lake Michael Road. According to the NCDEQ Dam Safety Inventory data, the dam was constructed in 1952 by the James M. Murry Construction Company for water supply purposes. The dam is currently owned and maintained by the City of Mebane (City), and the reservoir is used as a recreational amenity for the surrounding park and a backup water supply. The dam impounds an approximately 75-acre lake with a storage capacity of about 615 acre-feet at normal pool and a maximum storage capacity of approximately 1,110 acre-feet. The dam is regulated by NCDEQ Dam Safety as a high hazard potential structure. Based on its maximum storage, the dam is considered a medium-size structure and is, therefore, required by NCDEQ Dam Safety to safely pass the 1/2 probable maximum precipitation (PMP) storm event, which for this site is 14.7 inches in 6 hours.

In August 2020, the City contracted with Schnabel to perform an existing conditions assessment including a review of available information, a visual inspection of the dam and spillway, and hydrologic and hydraulic (H&H) analyses to confirm spillway capacity relative to the design storm. It was found that the spillway has adequate hydraulic capacity to meet NCDEQ Dam Safety requirements and that the dam is in overall fair condition considering its age. However, the spillway condition is considered to be poor because several key spillway components warrant repair or replacement, and the existing spillway should

be replaced with a new spillway. Schnabel presented two proposed Lake Michael Dam spillway replacement alternatives to the City during a June 9, 2021 conference call. The City selected Alternative 1 to be advanced through final design. The Alternative 1 concept includes demolition of the existing spillway system and construction of a new cast-in-place (CIP) concrete gravity spillway section with an ogee weir crest. Additional design elements for the proposed project include leveling the dam crest, cutoff wall beneath the spillway, embankment toe drain, and a low-level siphon system incorporated into the new spillway. In January 2022, the City selected Schnabel to provide engineering services for the final design, permitting, bidding, and construction phases.

## **OBJECTIVE AND SCOPE OF SERVICES**

The objective of our proposed services is to develop design and permitting documents for the proposed spillway replacement concept described above. Design phase services are divided into 50%, 95%, and 100% milestones, as described below. Bidding and construction support services are also included in this proposal as you requested. Services for this project will be performed under the supervision of a Professional Engineer licensed in the State of North Carolina. The scope of services for this project is described in detail in the following sections.

### **Task 1 – Geotechnical Investigation**

We propose to perform a geotechnical investigation to characterize the material in the foundation of the chute spillway to support the spillway replacement design. We also propose to perform a geotechnical investigation of the embankment dam to support an embankment stability analysis (discussed under Task 2). The program will consist of soil and rock drilling, in-situ permeability tests, subsurface material sampling and laboratory testing, and the installation of monitoring instruments. Details of our proposed program are discussed in the following paragraphs.

Schnabel will contract with a drilling subcontractor to perform the geotechnical investigation. We propose to drill four borings adjacent to the existing chute spillway and two borings along the maximum section of the dam, including:

- One boring located on the upstream edge of the embankment crest to the right of the spillway control section,
- One boring located on the left abutment to the left of the spillway control section,
- One boring located to the right and one boring located to the left of the stilling basin,
- One boring located on the upstream edge of the embankment crest approximately along the maximum section of the dam, and
- One boring located at the downstream toe of the dam and in-line with the crest boring.

The planned locations of the borings are shown in Attachment 1.

The borings will be advanced through soil using hollow stem augers. Continuous Standard Penetration Test (SPT) sampling will be performed for the first 10 feet of each boring in order to characterize the near-surface materials and to collect sufficient material for laboratory testing. After encountering auger refusal in the two borings adjacent to the spillway control section, rock coring will be performed up to 10 feet below the refusal depth to evaluate the foundation bedrock conditions. The drilling subcontractor will also

perform water pressure testing (packer testing) in the rock core portions of these borings. The soil and rock portions of the borings adjacent to the chute spillway will be backfilled with a cementitious-bentonite grout. One permanent, locking, flush-mount open standpipe piezometer will be installed in soil in each of the two embankment borings for long-term monitoring of the phreatic surface in the embankment. The piezometers will be installed in accordance with NCDEQ regulations. Water levels will be collected and permeability (slug) testing will be performed in the piezometers during the geotechnical investigation to support the embankment stability analysis described below.

We propose to perform laboratory testing to better characterize the index properties of the subsurface materials and to support the embankment geotechnical evaluation and spillway replacement design described below. Laboratory testing of soil samples will be performed by Schnabel's geotechnical laboratory in Blacksburg, Virginia. For budgeting purposes, we have assumed the number and types of tests listed in the following table will be performed.

**Summary of Proposed Soil Laboratory Testing**

<b>Test Name</b>	<b>No. of Tests</b>
Moisture Content (ASTM D2216)	18
Grain Size Distribution – Full Sieve (ASTM D6913)	6
Grain Size Distribution – Full Sieve with Hydrometer (ASTM D6913 and D7928)	2
Specific Gravity Test (ASTM D854)	2
Atterberg Limits (ASTM D4318)	6
Consolidated Undrained Triaxial Shear Strength Test on Undisturbed Samples (ASTM D4767)	2
Unconfined Compression Testing of Rock Cores (ASTM D7012)	2

We will then prepare a Geotechnical Data Report (GDR) which will include the data collected during our subsurface investigation and laboratory testing program. The GDR will include boring logs and laboratory test results.

**Task 2 – 50% Design**

***Hydrology and Hydraulics Analyses and Design***

Spillway Layout

The HEC-HMS model previously developed during the spillway alternatives analysis will be used to design the dimensions, locations, and alignments of key spillway elements including the ogee section, sidewall height and convergence, chute slope, energy dissipation, and low-level drain. We anticipate that the replacement spillway will generally be located within the footprint of the existing spillway and that significant embankment modifications will not be required. The replacement spillway will be designed to minimize changes to upstream and downstream flooding to the extent practical with the intent to avoid the FEMA CLOMR/LOMR process (i.e., the re-establishment of floodplain mapping).

### Control of Water Concept

Schnabel will develop a control of water concept to address stream diversion during construction. Based on previous conversations with the City, we understand that the reservoir pool can be temporarily lowered during construction. This approach is anticipated to be less costly than maintaining the reservoir at the normal pool elevation due to increased storage and decreased excavation dewatering efforts. The control of water concept will be provided as a narrative in the 50% Design Report with supporting calculations to document the approach, as required. The control of water concept will be discussed with the City following the completion of this design phase to confirm that the concept is consistent with the City's tolerance for risk.

### ***Geotechnical Analyses and Design***

Schnabel will utilize information in the GDR developed under Task 1 to develop a two-dimensional finite element seepage model and evaluate the need for a cutoff wall beneath the new spillway if rock is deep. If needed, we will develop requirements for and layout the extents of the cutoff wall. The seepage model will also be used to design the spillway underdrain system. We will also develop seismic design criteria and lateral earth pressures for use in the structural design of the replacement spillway.

We understand that there is no record of any previously performed stability analysis for this dam. Based on previous experience on similar projects, NCDEQ Dam Safety requires embankment stability analyses as part of the design package, even if significant changes are not proposed for the embankment. We propose to perform an embankment stability analysis to evaluate whether the dam meets current dam safety criteria. The embankment stability analysis will include the following load cases:

- Normal operating conditions
- 1/2 PMP flood loading
- Pseudo-static seismic loading
- Rapid drawdown loading

Upon completion of these analyses, a geotechnical report section will be prepared and included in the 50% Design Report. The geotechnical report section will present the findings of the geotechnical analyses and the geotechnical design considerations resulting from those findings.

### ***Structural Analyses and Design***

Preliminary global stability analyses will be performed to develop the size and layout of the structural components for the replacement spillway structure. A preliminary drainage layout will be developed consistent with the sidewall layout. Lateral loads will be evaluated for sidewall design based on the selected soil parameters and seismic loading parameters. Upon completion of these analyses, a structural report section will be prepared and included in the 50% Design Report. The structural report section will present the findings of the structural analyses.

### ***50% Design Report***

A 50% Design Report will be developed to summarize our analyses and design performed during this phase of the project. The report will consist of a narrative describing the design approach, references, assumptions, and loading criteria used for the design. Detailed calculations and computer program output files will be included as appendices to the report.

### ***50% Design Drawings***

Schnabel will use the topographic survey developed during the previous project phase as the basis for developing the 50% Design Drawings. The 50% Design Drawings will include a layout of the replacement spillway, typical cross sections, profiles, and details of major components. Drawings will be prepared in AutoCAD Civil3D 2020 and provided in digital PDF format. It is anticipated that the following sheets will be provided:

- Cover Sheet
- Legend and Sheet Index
- Existing Site Plan
- Proposed Site Plan and Spillway Plan
- Spillway Profiles and Sections
- Ogee Weir, Spillway Sidewall, and Stilling Basin Layouts
- Spillway Excavation Plan
- Siphon Layout and Details, if used
- Proposed Embankment Toe Drain Layout
- Control of Water Plan and Construction Sequence

### ***List of Technical Specifications***

Schnabel will provide a list of technical specifications that will be included in the construction contract documents. The technical specifications will follow the current Construction Specification Institute (CSI) master format. Specifications will be developed after the 50% Design Phase.

### ***50% Construction Cost and Schedule Estimates***

Schnabel will prepare an engineer's opinion of probable construction cost (EOPCC) and a preliminary construction schedule estimate. The unit quantities in the cost estimate will be estimated from the 50% Design Drawings, and unit and lump sum prices will be assigned based on published references, manufacturers' information, and bid tabs from other similar dam rehabilitation projects. The preliminary construction schedule estimate will be based on the assumed construction sequence and will include critical milestones that will be encountered during construction. These estimates will be further refined during the 95% Design Phase of the project.

### ***Owner Review Meeting***

As discussed under Task 6, Schnabel's project manager will meet with the City's project team to review the deliverables for the 50% Design Phase. These deliverables, which will be provided in digital PDF format, will include:

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- 50% Design Report
- 50% Design Drawings
- List of Technical Specifications
- 50% EOPCC

**Task 3 – 95% Design**

Schnabel's proposed 95% Design services will include addressing the City's review comments on the 50% Design; updated H&H analyses, geotechnical analyses and design, structural analyses and design, and civil design; developing structural and civil design details; developing an erosion and sediment control plan; preparing the technical specifications; and updating the 50% construction cost and schedule estimates. These tasks are described in the following subsections.

***Hydraulic Analyses and Design***

Schnabel will finalize the hydrology and hydraulic analyses discussed under Task 2 above, including modifications to the design of the proposed replacement spillway based on discussions with the City upon completion of 50% Design.

We will also update and finalize the control of water concept developed during 50% Design. A design concept will be shown on the 95% Design Drawings, and it is assumed that the Contractor will have responsibility for final design of temporary works, including the stream diversion and other control of water features. Schnabel will specify recommended constraints based on permitting requirements and input from the City. This may include minimum top of cofferdam elevation, minimum size of conveyance, and/or minimum discharge requirements for the conveyance.

***Geotechnical Analyses and Design***

Schnabel will utilize information from the previously developed GDR and 50% Design to perform geotechnical analyses to complete the replacement spillway design and toe drain design for the embankment. It is anticipated that this work will include:

- Revising and finalizing the seepage analyses discussed in the 50% Design to support the final design of the cutoff wall, if needed, and chute spillway underdrainage system.
- Evaluation of the applicability of settlement of the foundation under the replacement spillway and an evaluation of the impacts of this settlement on the structure. Some of the spillway foundation may be weathered rock and some may be soil.
- Filter gradation analysis for under slab drainage measures.
- Embankment toe drain design.

Upon completion of the analyses, the geotechnical section of the Design Report developed in the 50% Design will be updated to present the findings of the geotechnical analyses and design considerations resulting from those findings.

We do not anticipate that any temporary or permanent geotechnical instrumentation will be included in this project beyond the open standpipe piezometers installed during the geotechnical investigation under Task 1.



### ***Structural Analyses and Design***

Schnabel will perform structural and stability analyses to further develop the size and layout of the replacement spillway. The loading parameters will be based on the H&H and geotechnical analyses described above. The reinforced concrete structural design will be performed in accordance with ACI-350. It is anticipated that analyses will be performed to finalize the size/layout of and detail the following structural components:

- Ogee Section
- Spillway Chute Slab
- Spillway Sidewalls
- Energy Dissipation Components

### ***95% Design Report***

The 50% Design Report will be updated and further developed to include the work performed during the 95% Design Phase.

### ***Technical Specifications***

Schnabel will develop technical specifications for the proposed work. The technical specifications will be prepared using CSI master format.

### ***95% Design Drawings***

Schnabel will expand and revise the 50% Design Drawings to include modifications made during the 95% Design and to incorporate revisions from 50% Design review comments. Drawings will include updated plans, sections, profiles, details, explanatory notes, and scales. In addition, the drawings will include items such as temporary access locations, construction staging locations, and excavation limits. Drawings will be prepared in AutoCAD Civil3D format and will be submitted in digital PDF format.

### ***Construction Cost and Schedule Estimates***

Schnabel will update the EOPCC and construction schedule estimates developed in the 50% Design based on the results of the 95% Design.

### ***Owner Review Meeting***

As discussed under Task 6, Schnabel's project manager will meet with the City's project team to review the deliverables for the 95% Design Phase. These deliverables, which will be provided in digital PDF format, will include:

- 95% Design Report
- 95% Design Drawings
- Technical Specifications
- 95% EOPCC and Schedule Estimates

#### **Task 4 – 100% Design**

Schnabel's proposed 100% Design services are listed below.

- Resolve the City's comments on the 95% Design deliverables.
- Compile and submit the 100% Design package to the City.
- Submit the 100% Design package to NCDEQ Dam Safety (see Task 5 for additional information) and resolve NCDEQ Dam Safety comments and resubmit if needed.

Digital copies of the 100% Design deliverables will be provided in PDF format.

#### **Task 5 – Permitting**

Schnabel, with support from our environmental subconsultant, Mogensen Mitigation, Inc. (MMI), will prepare the permit documentation and applications described below on behalf of the City. These documents will include the required reports, calculations, and forms. The permitting process will be incorporated throughout the design process, and the permit applications and documents will be submitted to the appropriate regulatory agencies upon completion of 100% Design or sooner, if possible. We anticipate that the work can be performed under an USACE Nationwide permit. Schnabel will prepare an Erosion and Sediment Control Plan for submittal to NCDEQ.

We have assumed that the City will pay for all permit fees except for the NCDEQ Division of Water Resources (NCDWR) application review fee as noted below in the 401-404 Permitting subsection. The fees we assume that the City will pay include NCDEQ Dam Safety Permit fees; erosion and sediment control permitting fees; wetland mitigation fees, if applicable; no-rise certification application fees; and CLOMR/LOMR application fees, if needed. These costs are not included in our fees.

#### ***NCDEQ Dam Safety***

The proposed rehabilitation design will require approval from NCDEQ Dam Safety. We will submit the sealed final design deliverables to NCDEQ Dam Safety for review and approval. We will host a virtual meeting with them to review the submittal, if necessary. We will address review comments from NCDEQ Dam Safety and update the design deliverables based on comments received.

The permit fee for NCDEQ Dam Safety is based on the actual construction cost of the repairs, and thus cannot be determined at this time. Based on the conceptual-level EOPCC of approximately \$3.25M presented in our Spillway Alternatives Analysis Report dated April 28, 2021, we estimate that the permit application fee will be approximately \$16,450 (0.5% of the construction cost + \$200 application processing fee) in 2021 dollars. As indicated above, we have assumed that the City will separately pay for all necessary NCDEQ Dam Safety permit fees. Cost escalation to the year of end of construction should be tabulated in addition to this estimate.

### ***Erosion and Sediment Control Plan and Narrative***

It is expected that the construction of the replacement spillway will disturb more than 1 acre, and thus a NCDEQ erosion and sediment control permit will be required. Schnabel will prepare the erosion and sediment control plan and narrative as required by NCDEQ. We will develop soil erosion and sediment control requirements for each stage of construction. The erosion and sediment control plan and narrative will be submitted to NCDEQ for review and approval, and we will address review comments received. The cost for the erosion and sediment permit fee is \$65 per disturbed acre; we have assumed that the standard (non-expedited) permitting process will be used and that less than 3 acres will be disturbed (i.e., permit application fee of \$195). However, if construction laydown areas are not available on the left side of the dam, we may consider clearing an area on the right side of the dam if the City is agreeable.

### ***401-404 Permitting***

Lake Michael and Mill Creek below the dam are a designated WS-II-HQW-NSW water supply watershed and are subject to both Jordan Lake Buffer Rules (for nutrient-sensitive waters) and water supply watershed protection rules. Our environmental subconsultant MMI will delineate and provide preliminary mapping of jurisdictional waters (wetlands, streams, open waters) within 200 feet of the proposed construction and staging areas using GPS. KML and/or shapefiles of the delineated features (potential jurisdictional waters) will be provided.

MMI will prepare and submit a Preliminary Jurisdictional Determination (PJD) Request Form plus supporting data forms and mapping as required for the USACE to conduct a site visit to confirm the presence of jurisdictional waters in the project area. The PJD Request may be submitted either before or simultaneously with a Pre-Construction Notification (PCN) application (see below), depending on the City's preference and scheduling needs. MMI will attend one site visit with the USACE and NCDWR.

MMI will prepare and submit the PCN application and supporting documents to the USACE and NCDWR. They will also review and respond to comments/questions from reviewing agencies, and coordinate with the agencies to obtain 404 and 401 approval letters, with input as needed from Schnabel. MMI will pay the NCDWR application review fee up to \$570.

MMI will consult with the City, Schnabel, and the regulatory agencies to assist in planning and design of the project in accordance with permit conditions and agency guidance, and to minimize impacts to the environment and the need for compensatory mitigation.

### ***NC Floodplain Mapping (NCFMP) – No-Rise Certification***

Since the dam is located within a FEMA-regulated floodplain, a floodplain analysis and permit are required. Schnabel will perform the hydraulic analyses required by NCFMP and FEMA to develop the post-project conditions 100-year flood elevations along Mill Creek. The analyses will be terminated where the post-project conditions 100-year water surface is within 0.01 feet of the FEMA effective 100-year water surface. This process will be incorporated into the 50% Design so that the design process can target a no-rise condition. If the selected spillway configuration does not raise the FEMA regulated floodplain, a no-rise certification and associated documentation will be prepared and submitted to Orange County for approval. The cost for the no-rise certification application fee is typically between \$20 and \$100.

### **Task 6 – Design Meetings**

As previously indicated, we have assumed that we will attend virtual meetings with the City at the following milestones during the project:

- Upon completion of the 50% Design.
- Upon completion of the 95% Design.
- Upon completion of the design phase to plan for the bid and construction phases of the project.

Our budget also includes a virtual meeting with NCDEQ Dam Safety to review the final design submittal, as indicated above.

### **Task 7 – Design Phase Inspections**

As requested in your email dated June 23, 2021, we will perform quarterly dam and spillway inspections as a risk reduction measure until the start of construction for the new spillway. Schnabel will visit the site two times through the end of Task 4. During each site visit, Schnabel will observe and note the general condition of the structure. A brief memo describing the noted site observations will be provided to the City shortly after each site visit.

### **Optional Task 8 – EAP Tabletop Exercise**

Schnabel prepared an updated Emergency Action Plan (EAP) during the previous project phase. A training exercise in roles and responsibilities, triggers and action levels, and emergency responses is a good risk reduction measure until the new spillway can be constructed. This task is indicated as “optional” because it could be postponed until after construction if desired by the City (unless otherwise requested by NCDEQ Dam Safety). The EAP Tabletop Exercise with City staff and key emergency responders which will include the following items:

- Conduct a cursory Tabletop Review and lead the participants through their assigned responsibilities with examples of actions they might need to take. It is important to note that participants will need to have read and be familiar with the EAP prior to this exercise and be prepared to respond accordingly. The purpose of this exercise is to simulate a dam breach scenario and moderate the progression of the event.
- Conduct a Tabletop Exercise for an emergency scenario that might occur at the dam. The exercise will include each participant acting when they receive information as the scenario unfolds. The City staff and the emergency responders will act through their responsibilities. Schnabel will facilitate guidance through the process and provide closure to the scenario.
- Follow up the exercise with a discussion on how/when actions were taken or not taken, how communications could have been improved, and whether any EAP changes are merited. We will provide a memo documenting the workshop and this discussion.

All participants that are identified in the EAP as having any responsibilities should attend and participate in the EAP Tabletop Exercise. The exercise will be conducted on a date suitable to you. The agenda will include a discussion about the goals of the exercise and an overview of the Tabletop Exercise, which will be completed before lunch. The exercise will be conducted after lunch. The meeting would be expected

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to begin by 10:00 a.m. and be completed by 3:30 p.m. Schnabel will provide copies of the EAP and 2 sets of inundation maps for the EAP Tabletop Exercise. We will present the information in a PowerPoint presentation. The Tabletop Exercise will be performed at in-person in a conference room arranged by the City. We will provide supplemental handouts for the Tabletop Exercise.

**Optional Task 9 – CLOMR/LOMR Preparation**

As described above in Task 2, our base scope and fees are based on developing a no-rise certification. However, if a no-rise situation cannot be achieved, a Conditional Letter of Map Revision (CLOMR) and (Letter of Map Revision) LOMR will need to be prepared. The CLOMR would be prepared after completion of the 50% Design Phase, and the LOMR would be prepared as part of construction close-out after the record drawings are completed. Additionally, if the no-rise causes a large decrease in the base flood elevations, a LOMR will be required at the end of the construction. The scope for preparation of a CLOMR/LOMR is outlined below. We can provide these additional services upon request.

Prior to construction, Schnabel will perform the hydraulic analyses required by NCFMP and FEMA regulations to develop the post-project conditions 100-year flood elevations along Mill Creek until the post-project conditions 100-year water surface is within 0.01 feet of the FEMA effective 100-year water surface. Schnabel will delineate the 100-year floodplain and floodway that reflects the post-project conditions at the site for review by NC FMP. Schnabel will also provide a report with the results and documentation of the analysis in a form suitable for review by the local floodplain administrator and for submission to NC FMP. The appropriate MT-2 forms for the CLOMR application will be appended to the report. The Topographic Work Maps and Annotated Firms will be provided in paper form with the appropriate supporting GIS data. The hydraulic models and GIS shapefiles will be provided electronically.

As noted above, we assume the City will pay for CLOMR and LOMR application fees. The cost for a CLOMR application is about \$7,000 plus \$60/hr. The cost for a LOMR application as a follow-up to a CLOMR is about \$8,000. Note that these application fees are subject to change.

**Task 10 – Bidding Phase Services**

***Optional Task 10A – Pre-Qualification Task***

Lake Michael Dam is a high hazard potential dam, and the construction contract should be awarded to a contractor who possess adequate experience with similar projects. Therefore, we propose to assist the City with pre-qualifying prospective contractors. The pre-qualification process will be conducted in accordance with NC General Statute GS143-135.8. The process will also be based on the City's current pre-qualification template, if available, to ensure your minimum criteria are met. Our pre-qualification support activities will include the following tasks:

- Prepare a Notice of Pre-Qualification for the project.
- Provide a site tour to interested contractors.
- Prepare a draft Pre-Qualification Assessment Application Questionnaire. This questionnaire will require prospective bidders to demonstrate experience on similar projects and will include a Ratings Matrix.

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- Review the draft Questionnaire and Ratings Matrix with the City, as needed, and incorporate your comments and suggestions.
- Provide the final Questionnaire and matrix to the City, along with the pre-qualification advertisement for publication by the City.
- Handle and coordinate the distribution of the relevant project documents during the pre-qualification period.
- Review the pre-qualification packages provided by the contractors and score the packages using the ratings matrix.
- Identify the successful pre-qualified contractors based on the scoring protocol.

***Task 10B – Bidding Period***

Schnabel will assist the City of Mebane with bidding the project. Since contractors will be pre-qualified, only those contractors meeting the pre-qualification acceptance criteria will be allowed to bid. Schnabel will provide assistance during the bidding process as follows:

- Prepare a bid advertisement for use by the City. Schnabel will coordinate the distribution of the documents during the bidding period. We assume a paperless bid document will be distributed (i.e., all electronic format).
- Prepare addenda in response to prospective bidders and vendors questions. Our budget includes preparation of up to two (2) addenda.
- Participate in a mandatory pre-bid meeting for prospective contractors at the site. This meeting will include a presentation of the project scope and plans, as well as a site walk for discussion of project logistics and layout.
- Attend the bid opening with the City, review the bids, prepare a bid tabulation, and provide a recommendation of award.
- Prepare conformed construction drawings and technical specifications based on addenda issued during the bidding period. We will provide the conformed contract documents in both hard copy and digital PDF format to the City and to the selected contractor.

**Task 11 – Construction Phase Services**

The construction phase services scope of work proposed herein includes providing construction observation and documentation as required by the contract documents. In addition, Schnabel will provide contract administration services for the execution of the contract between the City and the Contractor. This project will require a high level of engineering support and observation during construction. As a result, we propose to provide a Resident Project Representative (RPR) to meet the daily demands for quality assurance of the project.

In order to develop the fee for this task, we assumed construction of the proposed improvements will take approximately 8 months to complete. If the duration of the contract extends beyond the allocated 8 months due to delays, changed conditions, or poor progress by the Contractor, we may require additional fees to accommodate the additional time.

### ***Roles and Responsibilities***

Schnabel's Construction Project Team will consist of the following staff:

- Project Engineer/Manager
- Contract Administrator
- Support Engineers to assist with periodic observation, documentation, answer questions, confirm criteria, review submittals, review change orders, evaluate differing site conditions, etc.
- Resident Project Representative
- Additional Support Staff in our Greensboro office, as required

The management of the project engineering team will be the responsibility of the Project Engineer/Manager. The Project Engineer/Manager will also be the liaison with the City. In addition, our Project Engineer/Manager or his representative will make one site visit per month, in addition to attending the monthly on-site progress meetings with the City and Contractor. We have allocated 8 hours per week on average for these site visits and meetings plus additional general coordination and technical reviews.

Administrative issues pertaining to the contract documents including Requests for Interpretation (RFIs), pay requests, work directives, change orders, shop drawings, submittals, and managing paperwork flow to the proper engineer review team, will be coordinated through and by the Contract Administrator. The Contract Administrator is budgeted for 6 hours per week for the duration of construction.

Support Engineers will be available to our project team to review submittals from the Contractor for items like control of water, dewatering, excavation and excavation support, fill placement, control of water, concrete batching, concrete placement (steel tying, formwork, concrete pumping and consolidation), test data review, and other engineering aspects of the project. Support engineering site visits are also anticipated to observe key aspects of construction and to assist the project team with unforeseen issues, clarify design intent, and resolve acceptability of questionable work. We have allocated 6 hours per week as a combined total for engineering support.

Schnabel will provide a full-time RPR to provide the Contractor with a clear understanding of the design approach and validate that activities are completed in a manner appropriate to the needs of the project. The RPR will facilitate the identification of changed site conditions so that design modifications can be made in a timely and efficient manner, thus reducing construction delays and cost increases. We have assumed that our RPR will be on-site for 50 hours per week for 7 of the estimated 8-month construction period. Schnabel's RPR will oversee the completion of quality assurance and quality control testing required by the contract documents and furnished by the Contractor. The RPR will have authority and responsibility for day-to-day construction management of all Schnabel field personnel and will coordinate administration issues at the site with the Contract Administrator, including:

- Project coordination
- Assist the Project Engineer/Manager with processing of shop drawings, material certifications, and test results to and from the appropriate Schnabel engineering staff
- Inspection of materials delivered to the site in comparison to approved shop drawings and/or specification requirements
- Verification of payment quantities, review of payment estimates, and schedule adherence

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- Monitoring of Contractor activities
- Interaction with the Support Engineers as needed to clarify design intent and resolve acceptability of questionable work
- Oversight of quality assurance and quality control testing as required by the Contract Documents and to be performed by the Contractor, including:
  - Earthwork:
    - Evaluation of foundation subgrades
    - Generation of “Family of Proctor Curves”
    - Earthfill compaction and moisture content tests
    - Earthfill gradation tests
    - Earthfill plasticity tests
  - Concrete Placement:
    - Concrete aggregate gradations
    - Slump, temperature, and air entrainment tests
    - Cement and fly ash tests
    - Concrete compressive strength tests
    - Concrete density tests
    - Observation of steel reinforcement
- Issuing field directives in coordination with the Project Engineer/Manager
- Providing notifications of defective work to the Contractor
- Maintaining project documentation, including:
  - Detailed log books
  - Progress photographs
  - Field directives
  - Field reports
  - Manpower and equipment reports
  - Concrete placements, earth fills, and other activities at the site
  - Construction field information for development of Record Drawings
- Monitoring Contractor’s performance in the maintenance of his record documents

***Close-Out Documents***

Project close-out documents will include an Operation and Maintenance Manual (O&M), final Record Drawings, and an updated Emergency Action Plan and dam breach inundation maps to be used after construction. Schnabel will prepare these documents at the end of construction. The Contract Administrator will coordinate development of the Record Drawings. He or she will consolidate our records with those maintained by the Contractor and oversee development of a final set of Record Drawings. These Record Drawings will be approved and sealed by the Project Engineer and included as an attachment to a letter stating that the project was completed in general accordance with the plans and specifications.

Schnabel will prepare the above project close-out documents at the end of construction. These documents will be provided in digital format (PDF), as well as four full-size hard copies of the Record Drawings: two copies for the NCDEQ Dam Safety office and two copies for the City.



Schnabel will also provide services for construction close-out including a substantial completion and final completion walkthroughs with the City and Contractor, development of punch list, review of final pay application, and processing of Contractor close-out submittals.

### ***Construction Services Limitations***

The performance of these services is based on the construction duration stated above. If additional site observation and testing are required beyond this time frame, Schnabel may require additional fees.

Schnabel will not be responsible for the acts or omissions of the Contractor, or of any subcontractor or supplier, or of any the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except Schnabel's own employees and agents) at the site or otherwise furnishing or performing any of the work.

Schnabel will not:

- Exceed limitations of authority as set forth in the Contract Documents;
- Undertake any of the responsibilities of the Contractor, subcontractors, or Contractor's superintendent;
- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents;
- Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work;
- Accept shop drawings or sample submittals from anyone other than Contractor; or
- Authorize the City to occupy the project in whole or in part.

### **Optional Task 12 – Post-Construction Monitoring**

If desired by the City, Schnabel can provide two years of on-going post-construction inspections of the dam and spillway. The inspections will be performed monthly for the first four months after construction and periodically once every five months thereafter (eight inspections total). One report summarizing the inspection findings will be prepared after the conclusion of the fourth monthly inspection, as well as after each of the four periodic inspections (five reports total). The reports will include checklists of inspected items, comments on items requiring attention, and printouts of instrumentation data collected through the date of each report. After this two-year period, the City may resume inspections by a professional engineer on an annual basis if no issues have arisen. We will also recommend that City personnel perform their inspections and instrumentation monitoring at frequencies to be prescribed in the O&M manual.

### **ASSUMPTIONS**

Regular work days will consist of 10-hour days on Monday through Friday. Schnabel will be entitled to a price adjustment for any costs associated with the performance of work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day.

**City of Mebane**  
**Proposal for Lake Michael Dam**

Assumptions related to the Schnabel's design and permitting services basic scope of work are as follows:

- The City will provide rights of entry and access to the site to perform the services presented herein.
- The City will lower the reservoir level so that we can safely access the spillway during the geotechnical investigation and during each inspection.
- Drilling and sampling quantities were developed based on the project goals and information available to us at the time of the preparation of this proposal. Boring depths, sample quantities, and the number of laboratory tests presented in this proposal may change based on encountered subsurface conditions.
- We assume that significant updates to the HEC-HMS model developed during the previous project phase will not be required. Changes to planned developments within the watershed upstream of the dam, as well as developments within the floodplain downstream of the dam, would require updates to the HEC-HMS model.
- Based on our conference call with the City on June 10, 2021, we understand that the City does not wish to pursue the various funding program applications outlined in our Funding Assessment Report dated June 7, 2021, including the USDA Rural Development Program, FEMA Rehabilitation of High Hazard Potential Dam (HHPD) Program, FEMA Hazard Mitigation Grant Program. Therefore, this proposal does not include these services.
- We have assumed that the City will pay for all permit fees except for the NCDWR permit application fee.
- We assume all meetings with the City and with NCDEQ Dam Safety will be virtual meetings.

Assumptions related to the Schnabel's bidding and construction services basic scope of work are as follows:

- The Project will be implemented using a single construction package with construction substantial completion within 7 months from notice to proceed and final completion within 8 months from notice to proceed.
- On-site construction progress meetings will be held on a monthly basis for the assumed construction duration.
- In addition to monthly on-site construction progress meetings, Schnabel's Project Manager/Engineer or one of our Support Engineers will make up to two site visits per month on average for the assumed construction duration.
- The RPR will be on-site for 50 hours per week for 7 of the estimated 8-month construction period.
- Schnabel will not provide laboratory testing equipment to perform quality assurance testing as required by the Contract Documents. Instead, the Contract Documents will require the Contractor to furnish all quality assurance and quality control testing.
- A maximum of 32 submittals will be reviewed. Schnabel's budget assumes that the construction contractor will furnish submittals with complete information and accuracy in order to achieve required approval of an item within two submittals. Schnabel will be entitled to a price adjustment for review of all items that require more than two submittals. The Contract Documents may include provisions for the City to back-charge the construction contractor for these additional submittal review costs.
- A maximum of 20 RFIs, work directives, and change order requests will be reviewed. Schnabel will be entitled to a price adjustment any costs associated with preparation of additional

documents or responses. The Contract Documents may include provisions for the City to back-charge the Contractor for these additional document preparation costs.

- One payment quantity review will be required per month for the assumed construction duration.

**EXCLUSIONS**

Services not specifically identified above are not included in the scope of services under this agreement. The following services are not included in our proposed scope, but can be provided upon request:

- Preparation of funding applications;
- Field studies for threatened and endangered species and cultural resources;
- Permit application and mitigation fees;
- Attendance at additional meetings beyond those described above; and
- Construction services other than those listed and beyond the durations discussed above.

**TENTATIVE SCHEDULE**

The following design phase schedule is based on the notice to proceed (NTP) from the City. We will mobilize to the site for the geotechnical investigation at a mutually agreeable time and pending our drilling subcontractor’s availability, which is currently a 6 to 8-week backlog and beyond our control. We estimate the investigation will take up to two weeks to complete.

<b>Task</b>	<b>Estimated Completion Schedule</b>
Task 1 – Geotechnical Investigation	12 Weeks after NTP
Task 2 – 50% Design	10 Weeks after Completion of Task 1
Task 3 – 95% Design	15 Weeks from Receipt of 50% Design Review Comments
Task 4 – 100% Design	3 Weeks from Receipt of 95% Design Review Comments
<b>Total</b>	<b>40 Weeks after NTP</b> (excluding review periods)

Our proposal is based on the following estimated permitting, bidding, and construction schedule and was developed based on conversations with the City during the previous project phase. This schedule is subject to variations due to factors beyond our control. NCDEQ Dam Safety has indicated recently that they require more review time than in the past. The schedule estimate below assumes that the NCDEQ Dam Safety review period will be completed within six months; however, based on our experience with recent projects, this review and approval period could take up to 12 months.

**City of Mebane**  
**Proposal for Lake Michael Dam**

<b>Task</b>	<b>Estimated Completion Schedule</b>
Task 5 – Permitting	6 months
Task 10 – Bidding	2 months
City Council Award	3 months
Task 11 – Construction	8 months
<b>Total</b>	<b>19 months</b> (after completion of Task 4)

**FEES**

Our lump sum fees to perform the scope defined herein are provided in the following table. These fees were estimated for the specific scope of services detailed herein. We have included annual escalation costs in our fee estimate based on the above schedule. The fees for work requested beyond the scope of services included herein will be based on our current unit prices at the time the work is authorized or a negotiated lump sum. Our current Schedule of Personnel Fees is included as Attachment 2.

<b>Task</b>	<b>Lump Sum Fees</b>		
	<b>Schnabel</b>	<b>Subcontracts</b>	<b>Task Total</b>
Task 1 – Geotechnical Investigation	\$31,860	\$41,830	\$73,690
Task 2 – 50% Design	\$75,730	--	\$75,730
Task 3 – 95% Design	\$106,740	--	\$106,740
Task 4 – 100% Design	\$18,430	--	\$18,430
Task 5 – Permitting	\$18,120	\$6,360	\$24,480
Task 6 – Design Meetings	\$6,900	--	\$6,900
Task 7 – Design Phase Inspections	\$6,510	--	\$6,510
Task 10B – Bidding Phase Services	\$26,560	--	\$26,560
Task 11 – Construction Phase Services	\$494,900	--	\$494,900
<b>Total Fee without Optional Tasks:</b>	<b>\$785,750</b>	<b>\$48,190</b>	<b>\$833,940</b>
Optional Task 8 – EAP Tabletop Exercise	\$14,510	--	\$14,510
Optional Task 9A – CLOMR Preparation (if necessary)	\$10,105	--	\$10,105
Optional Task 9B – LOMR Preparation (if necessary)	\$10,105	--	\$10,105
Optional Task 10A – Pre-Qualification Services	\$20,910	--	\$20,910
Optional Task 12 – Post-Construction Monitoring	\$18,670	--	\$18,670
<b>Total Fee with Optional Tasks:</b>	<b>\$860,050</b>	<b>\$48,190</b>	<b>\$908,240</b>

**PAYMENTS**

Invoices will be submitted monthly and will be based on services performed and expenses incurred since the previous invoice. Payment will be due on receipt of our invoices and will be considered past due 30 days after the invoice date. Interest will be charged at 1.5 percent per month on all overdue accounts. Payments will not be contingent upon receipt of funds from third parties.

**City of Mebane  
Proposal for Lake Michael Dam**

**GENERAL**

The Contract Terms and Conditions provided as Attachment 3 will apply to services performed under this proposed agreement. Attachment 4 is a completed copy of the City of Mebane Contractor Agreement.

Please sign and return one complete copy of this proposal, including the attachments, to our office to form our agreement. You may transmit your acceptance of this agreement electronically with the understanding that the signature on the electronic document will be considered an original signature. This proposal is valid for 90 days from the date shown.

We appreciate the opportunity to submit our proposal for these services and are looking forward to working with you on this project. Please contact us if you have any questions regarding this proposal.

Sincerely,

**SCHNABEL ENGINEERING SOUTH, P.C.**



Corey Schaal, PE  
Project Engineer



Mark Landis, PE  
Senior Vice President

CDS:LSF:MEL

**Attachments:**

- 1) Proposed Boring Location Plan
- 2) Schedule of Personnel Fees
- 3) Contract Terms and Conditions
- 4) City of Mebane Contractor Agreement

**City of Mebane  
Proposal for Lake Michael Dam**

**The terms and conditions of this proposal, including the attached Standard Contract Terms and Conditions are:**

**ACCEPTED BY:** \_\_\_\_\_ **CITY OF MEBANE, NC**




**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

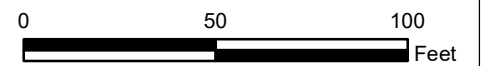
**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



**Legend**

-  Proposed Boring Location
-  Proposed Piezometer Location
-  Access Road

Source: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community  
 Projection: NAD 1983 StatePlane North Carolina FIPS 3200 Feet



Scale: 1 in = 50 ft



LAKE MICHAEL DAM  
 CITY OF MEBANE  
 MEBANE, NORTH CAROLINA

PROJECT NO. 20P21012.02

PROPOSED BORING  
 LOCATION PLAN

Attachment 1



**SCHEDULE OF PERSONNEL FEES – GREENSBORO, NORTH CAROLINA**  
**Effective until December 31, 2022**

Senior Consultant	\$290.00/hr
Principal	285.00/hr
Senior Associate	256.00/hr
Associate	225.00/hr
Senior Engineer/Scientist	190.00/hr
Project Engineer/Scientist	165.00/hr
Construction Resident Engineer/Resident Project Representative	165.00/hr
Senior Staff Engineer/Scientist/Technologist	145.00/hr
Staff Engineer/Scientist/Technologist	125.00/hr
Senior Technician II/Construction Resident Technician (see note 4)	119.00/hr
Senior Technician I (see note 4)	99.00/hr
Technician III (see note 4)	88.00/hr
Technician II (see note 4)	73.00/hr
Technician I (see note 4)	62.00/hr
CADD III	130.00/hr
CADD II	122.00/hr
CADD I	99.00/hr
Clerical/Admin	79.00/hr

**NOTES:**

1. Personnel fees will be based upon the actual hours charged times the appropriate hourly rate.
2. Travel by auto to and from jobs will be charged at the current IRS prevailing rate, plus a markup of 15% to cover handling, insurance and overhead. Travel by air or rail, lodging and meal expenses for personnel in the field will be billed at cost plus a 15% markup.
3. Per Diem rates for out-of-town or overnight travel will be in accordance with U.S. General Services Administration rates published on website [www.GSA.gov](http://www.GSA.gov) for the area in which the project is located.
4. Overtime for Technicians is time for work on Saturday, Sunday and federal holidays, time in excess of 8 hours per day, and time between the hours of 7:00 P.M. and 7:00 A.M. A surcharge of \$15/hr is added to the above rate for overtime.
5. Subcontractors and other non-labor project expenses are marked up 15% to cover the cost of handling, insurance and overhead.
6. Schedule of Fees will increase by four percent on January 1, 2023, and annually thereafter.



**SCHNABEL ENGINEERING SOUTH, P.C.  
STANDARD CONTRACT TERMS AND CONDITIONS**

Attachment 3

**1. DEFINITIONS**

- 1.1 Schnabel Engineering South, P.C., the "Engineer," agrees to provide Professional Services, as delineated in the attached Proposal. "Engineer" means Engineer and its employees, and subcontractors.
- 1.2 The "Client" is the other party to this "Agreement."
- 1.3 The "Contractor" is the responsible party providing construction for the subject Project.

**2. ENTIRE AGREEMENT, SCOPE OF WORK**

- 2.1 The Agreement between Engineer and Client consists of the Proposal, these Standard Contract Terms and Conditions, and any other exhibits or attachments referenced in the Proposal. Together these elements will constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. The Services to be provided by Engineer pursuant to this Agreement are described in the attached Proposal and include the Scope of Work. Both Client and Engineer must mutually acknowledge any changes to this Agreement in writing. All work performed by Engineer on or relating to the Project is subject to the terms and limitations of this Agreement.
- 2.2 If work is performed, but the parties do not reach agreement concerning modifications to the Scope of Work or compensation, then the terms and conditions of this Agreement apply to such work. Disputes concerning modifications to Scope of Work or compensation shall be resolved pursuant to Article 12, "Dispute Resolution."

**3. STANDARD OF CARE, DISCLAIMER OF WARRANTIES**

- 3.1 Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation and no warranty or guarantee, either express or implied, is included or intended by this Agreement.

**4. SITE ACCESS, SITE CONDITIONS, SAMPLES**

- 4.1 Client will provide rights of entry and access for Engineer to perform its Services.
- 4.2 Engineer will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the prosecution of his work. Client agrees to advise Engineer of known or suspected underground features in the area of the work, and Engineer will not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.
- 4.3 Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.

**5. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE**

- 5.1 All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Engineer and Engineer's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of Service. Engineer retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Client may make and retain copies of them for information and reference in connection with the use and occupancy of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to this Project outside the Scope of the Work.
- 5.2 At Client's request, client may negotiate with Engineer to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Engineer, and b) client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files.
- 5.3 Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client agrees to indemnify and hold harmless Engineer from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.

**6. THIRD PARTY RELIANCE UPON DOCUMENTS**

- 6.1 Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third party beneficiary. Client agrees not to distribute, publish or otherwise disseminate Engineer's Documents, without first obtaining Engineer's prior written consent.
- 6.2 No third party may rely upon Engineer's Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Engineer has agreed to such reliance in advance and in writing.

## 7. ASSIGNMENT, SUBCONTRACTING

- 7.1 Neither Client nor Engineer may delegate, assign, sublet, or transfer all or any part of this Agreement, including its duties or interest in this Agreement without the written consent of the other party.
- 7.2 Notwithstanding Section 7.1, Engineer may subcontract subsurface exploration, testing, and other supplemental services and assign accounts receivable as security for financial obligations without notification or consent of Client.

## 8. TERMINATION, SUSPENSION

- 8.1 Either party upon 7 days' written notice may terminate this Agreement for convenience or material breach of Agreement. In the event of termination for convenience or material breach of Agreement, Engineer shall be paid for Services performed to the termination date, plus reasonable termination expenses.

## 9. ALLOCATION OF RISK

- 9.1 Engineer's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Engineer under this Agreement or \$25,000, whichever is less. Upon Client's written request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. JMP  
DPC
- 9.2 Client and Engineer agree to limit each's liability to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital or claims of the other party's customer.
- 9.3 The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.

## 10. INDEMNIFICATION

- 10.1 Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement. TO THE EXTENT ALLOWED BY LAW JMP  
DPC
- 10.2 Indemnification of Engineer. Subject to the provisions and limitations of this Agreement, Client agrees to indemnify and hold harmless Engineer from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

## 11. INVOICES, PAYMENTS

- 11.1 Payment is due without retainage upon presentation of invoice and is past due thirty (30) days from invoice date, and will not be contingent upon receipt of funds from third parties. Client agrees to pay a service charge of one and one-half percent (1-1/2%) per month or fraction thereof on past due payments under this Agreement.
- 11.2 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, Engineer will be reimbursed by Client for all costs of such lien or suit and reasonable Attorney's fees in addition to accrued service charges, where the court of appropriate jurisdiction enters a finding in favor of Engineer.

## 12. DISPUTE RESOLUTION

- 12.1 Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.
- 12.2 The law of the State of North Carolina will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of North Carolina, and Engineer and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.

## 13. SEVERABILITY

- 13.1 This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

Name of Independent Contractor: Schnabel Engineering South, P.C.		Contact Information: 336-274-9456			
Name of Person Completing this Information: Mark Landis, Senior Vice President					
Type of Work Performed: Lake Michael Dam Final Design, Permitting, Bidding, and Construction					
Type of Business:	Individual <input type="radio"/>	Sole Proprietor <input type="radio"/>	Partnership <input type="radio"/>	LLC <input type="radio"/>	Corporation <input checked="" type="radio"/>
Duration of Contract: 2/1/2022 - 12/31/2024					
Contract Dollar Amount: \$908,240 per Schnabel's Proposal for Engineering Services for Lake Michael Dam dated January 31, 2022					
How many total employees does the Contractor employ (including owner(s))?*					52
How many total employees does the Contractor employ (excluding owner(s))?*					51

*\*The North Carolina Workers' Compensation Act requires that all businesses which employ three or more employees obtain workers' compensation benefits for their employees.*

*Please read the following, check or initial each item, and sign below:* In consideration of an agreement with the City of Mebane to perform work, the times and under the circumstances described in the **attached agreement**, the Contractor hereby agrees:

- to take all measures necessary to promote the safety of all employees;
- to indemnify and hold harmless the City of Mebane and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the City;
- to show evidence of Contractor's current valid insurance (if applicable) during the duration of the named project. The required coverage limits are:
  - \$1,000,000 per occurrence for Comprehensive General Liability and Business Automobile.
  - \$5,000,000 for Umbrella Liability/Excess Liability coverage

- to show evidence of \$500,000 for Workers' Compensation Insurance coverage or hereby acknowledges that he/she does not carry Worker's Compensation Insurance and the undersigned hereby waive and release the City, its agents, officers and employees from any and all claims which arise from the performance of the work, whether such claims are based upon breach of contract, in tort, upon failure of Contractor to maintain Worker's Compensation Insurance, or upon any other theory of liability;
- to name the City of Mebane as an additional insured **on General Liability and Business Automobile**, and include a waiver of subrogation in favor of the City of Mebane with regard to General Liability and Workers Comp; and
- to promptly notify the Director of Risk Management and the insurer issuing the Comprehensive General Liability Insurance policy referred to above of any occurrence that might give rise to a claim for damages growing out of the work.
- for construction activity, guarantee all work for twelve (12) months and adhere to City of Mebane standards and details. For any work done on N.C. DOT roads, comply with applicable DOT requirements.
- provide a certified statement at completion of construction that all materials and subcontractors have been paid in full and releases the City from any responsibility.
- provide certified statement of any sales tax paid during the project.
- for construction work, complete all work in accordance with approved plans, should such be available.
- to comply with the E-Verify requirements of Article 2 of Chapter 64 of the General Statutes. Further, if contractor utilizes a subcontractor, to require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

NCGS §147-86.58 requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of signing:

- the contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to NCGS §147-86.58. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

NCGS §147-86.81 prohibits the State of North Carolina and its component units from entering contracts with entities that have been designated by the North Carolina State Treasurer as being engaged in the boycott of Israel.

- the contractor certifies that it is not included in the list of entities designated by the NC State Treasurer as engaged in the boycott of Israel.

Non-appropriation: Contractor acknowledges that the City is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of City’s obligations under this contract, then this contract shall automatically expire without penalty to the City, thirty (30) days after written notice to Contractor advising of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

This the 31 day of January, 2022.

Schnabel Engineering South, P.C.

\_\_\_\_\_  
Contractor Name



\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Department Head Name

\_\_\_\_\_  
Department Head Signature

Chris Rollins  
\_\_\_\_\_  
City Manager Name

\_\_\_\_\_  
City Manager Signature

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

Daphna Schwartz  
\_\_\_\_\_  
Finance Officer Name

\_\_\_\_\_  
Finance Officer Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

\_\_\_\_\_  
City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Scott Insurance - Richmond 3900 Westerre Parkway, Suite 200 Richmond VA 23233	<b>CONTACT NAME:</b> Cherice Tracy <b>PHONE (A/C, No, Ext):</b> 804-545-2234 <b>E-MAIL ADDRESS:</b> ctracy@scottins.com		<b>FAX (A/C, No):</b> 434-455-8524
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Schnabel Engineering, LLC Schnabel Engineering South, PC 11 Oak Branch Dr Greensboro NC 27407	SCHNA-1	<b>INSURER A :</b> Valley Forge Insurance Company (A)	20508
		<b>INSURER B :</b> Continental Insurance Company (A)	35289
		<b>INSURER C :</b> National Fire Insurance Company of Hartford (A)	20478
		<b>INSURER D :</b> Continental Casualty Company (A)	20443
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1617842109

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6018601512	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6018601526	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6018601557	7/1/2021	7/1/2022	EACH OCCURRENCE \$ \$10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6018601543	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A D	Equipment Floater Professional Liability \$200,000 retention			6018601512 AEH591906042	7/1/2021 1/1/2022	7/1/2022 1/1/2023	Rented Equip/ductib \$225,000/1,000 Per claim 1,000,000 Annual Aggregate 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Umbrella Policy applies over General Liability, Auto Liability and Employers Liability. General Liability does not exclude xcu coverages. Workers Compensation applies in VA, GA, NC, MD, SC, PA, MD, NJ, NV, TX, NY, TN, KY, WV, CO, ID and DC; and all other states except ND, OH, WA and WY. Workers Compensation Policy includes USL&H coverage. Coverages provided by Owner or Contractor Controlled Programs are excluded from policies referenced herein.

**IF REQUIRED BY WRITTEN CONTRACT,** the following provisions apply to General Liability, Auto Liability, Workers Compensation and Umbrella Liability: Additional Insureds on a primary, noncontributory basis for General Liability, for ongoing & completed operations for work performed by the Named Insured; & for Auto Liability & Umbrella Liability  
 Waiver of Subrogation in favor of Additional Insureds for General Liability, Auto Liability, Workers Compensation, Umbrella Liability and Professional Liability.

**CERTIFICATE HOLDER****CANCELLATION**

City of Mebane 106 E. Washington Street Mebane NC 27302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## AGENDA ITEM #13

### FY 22 Street Repair and Resurfacing Contract Award

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#### Presenter

Franz Holt, City Engineer

Chuck Smith, Public Works Director

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#### Public Hearing

Yes    No

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#### Summary

Three (3) Bids were received, opened, and read aloud in the Council chambers for the FY 22 Street Repair and Resurfacing Contract. The low responsive bid was submitted by Turner Asphalt, LLC of Raleigh, NC in the amount of \$269,390.00. The available budgeted funds for this work is \$264,315.29. The low bid included \$15,000 in contingency that staff recommends be reduced to \$9,000.00 making the contract \$263,390.00 just under the available funding.

In addition, the contract contains provisions to extend the contract up to 100% should the Council decide to do so next year (FY) through the change order process. Attachments include a letter of recommendation for contract award and bid tabulation, street repair map, and street repair list prepared by Mark Reich with AWCK, Inc.

The award of the annual resurfacing contract is for Council consideration.

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#### Background

The FY 22 street repair and resurfacing list (attached) was developed using a priority list from the 2020 Pavement Condition Survey completed by LaBella Associates, LLC. The streets that are highlighted green or blue are to include full depth patching or full depth patching and resurfacing. Streets that require crack sealing are typically addressed in the winter months. We anticipate a separate contract next winter to address crack sealing for many of the streets listed. However, crack sealing will occur this winter for streets in last year's paving contract with Carolina Sunrock, LLC.

Mark Reich with AWCK, Inc. consulted with Chuck Smith, Public Works Director to make a final determination of the project to be bid. Their review included further field inspection, measuring repair and resurfacing quantities, and cost estimating against the available budget of \$264,315.29.

The project requires public bidding.

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#### Financial Impact

The current Public Works budget has available funds to complete the proposed street repairs and resurfacing estimated at \$263,390.00 with the reduction in project contingency.



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### **Recommendation**

Staff recommends that Council award a contract to the low responsive bidder Turner Asphalt, LLC in the amount of \$263,390.00 for the FY 22 Street Repair and Resurfacing Contract.

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### **Suggested Motion**

Move to award the FY 22 Street Repair and Resurfacing contract to the low responsive bidder Turner Asphalt, LLC in the amount of \$263,390.00.

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### **Attachments**

1. Letter of Recommendation from Engineer and Tabulation of Bids for FY 22 Street Repair Contract.
2. Street Repair Map.
3. Street Repair List.





January 28, 2022

City of Mebane  
106 East Washington Street  
Mebane, NC 27302

Subject: 2021-2022 Street Repair Contract  
AWCK Project No. 21095

Honorable Mayor and City Council:

Bids for the subject project were received and opened on Thursday, January 27, 2022, at the Glendel Stephenson Municipal Building. Three (3) bids were received, and the lowest bid was submitted by Triangle Grading and Paving, of Burlington, NC in the amount of \$269,390.00. We have reviewed their bid, and the bid did not comply with the MBE Requirements. A goal of 10% was established for the project and the documentation provided with the bid indicated 0% MBE participation and their Good Faith Effort indicated 45 points; thus, not meeting the 50-point minimum threshold. After consultation with the City Attorney, the bid is considered non-responsive. The other two (2) received bids complied with the bidding documents and considered responsive. Attached with this letter is a copy of the Tabulation of Bids showing the bidders name and amount of each bid received.

Turner Asphalt, Inc. of Raleigh, NC was the second lowest bidder in the amount of \$275,080.00. They been in business since 1995 and have completed several paving projects for other municipalities in Piedmont, NC including but not limited to Chapel Hill, Sanford, Dunn and Elon. We observed the work performed in Elon and the work was completed in accordance with project requirements and specifications.

We recommend that the Council award a contract to Turner Asphalt, LLC of Raleigh, NC in the amount of \$275,080.00 as they were the lowest responsive bidder.

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

Sincerely,

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

Mark D. Reich, PE

encl.

cc: Chris Rollins, City Manager  
Preston Mitchell, Assistant City Manager  
Charles Smith, Public Works Director



TABULATION OF BIDS

City of Mebane

2021-2022 Mebane Street Repair

Bid Date: Thursday, January 27, 2022, at 2:00 PM

Location: Glendel Stephenson Municipal Building Council Chambers

Bids Opened By: Mark Reich, PE, Project Engineer

Witnessed By: Chris Rollins, City Manager

AWCK Project No. 21095

CONTRACTOR	N.C. LICENSE NO.	BID SECURITY	ADD. RE'CD	CQS RE'CD	AFFIDAVIT A OR B	E-VERIFY RE'CD	IRAN CERT.	TOTAL BID AMOUNT
TRIANGLE GRADING & PAVING, INC.	17456	5% Bid Bond	Yes	Yes	A (1)	Yes	Yes	\$269,390.00
Turner Asphalt. LLC	55042	5% Bid Bond	Yes	Yes	A(2)	Yes	Yes	\$275,090.00
WAUGH ASPHALT, INC.	59882	5% Bid Bond	Yes	Yes	A	Yes	Yes	\$298,324.10

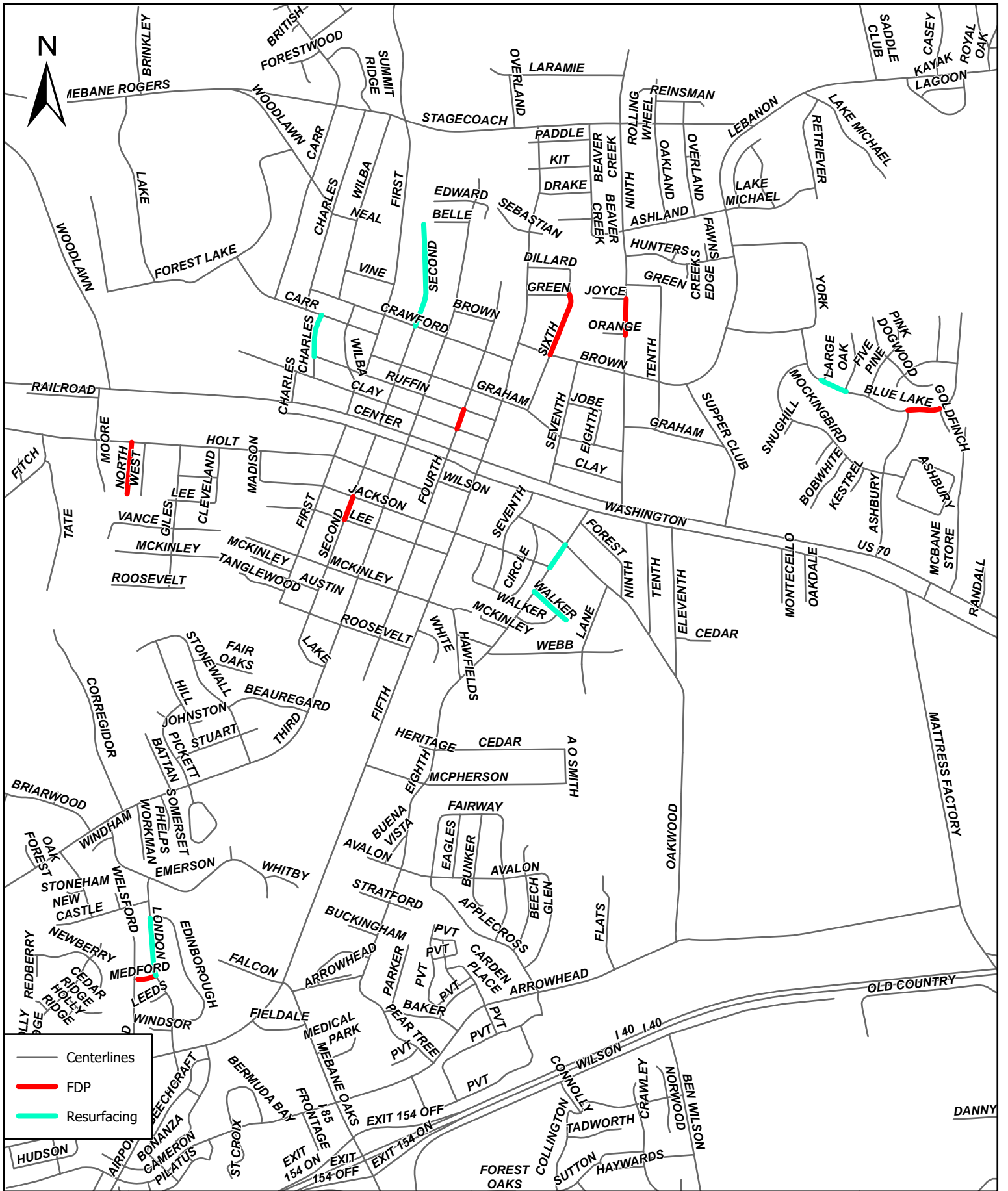
Note 1: MBE Project Requirement Goal is 10% of the total bid amount. Bid indicated \$0.00 (contractor to self-perform all work).

Affidavit A was submitted indicating a Good Faith Effort; however, the Affidavit indicated a total of 45 points was achieved and the Bid Requirements are a minimum of 50 points; thus, bid is considered non-responsive.

Note 2: MBE amount provided is \$26,000.80 or 9.45%. Documents indicate MBE work will be trucking. MBE Project requirements allow for acceptance of a bid if the goal is not met, provided that all the work not self-performed is subcontracted.

THIS IS CERTIFIED TO BE A TRUE COPY OF BIDS RECEIVED





**CITY OF MEBANE**  
ALAMANCE COUNTY, NORTH CAROLINA

**2021-2022 STREET REPAIR OVERALL MAP**

Drawn By: TJN    Checked By: MDR    Scale: 1" = 2,000'

Date: 12/14/2021  
File Location: T:\2021\21095\GIS  
Page: 1 of 14

**LABELLA ASSOCIATES 2020 PCR STREET LIST**

PCR	Street Name	From	To	Length (LF)	Act - 1	Act - 2
69	E Graham St	N Eighth St	N Ninth St	381	FDP	CS
69	St Andrews Dr	Pebble Beach Dr	Colonial	384	FDP	CS
69	Walker Ct	S Eighth St	Walker Dr	417	FDP	CS
70	Colonial Ct	Pebble Beach	Pebble Beach Dr	66	CS	
70	London Ln	Medford Dr	Edinburgh Dr	748	FDP	
72	S Eighth St	E Oakwood St	Jackson St	349	CS	
72	Fieldstone Dr	Briarwood	Dead End	259	CS	
72	N Fourth St	E Clay St	E Ruffin St	269	CS	
72	W Lee St	S Third St	S Second St	422	CS	
72	Merion Ct	Cul De Sac	St Andrews Dr	186	CS	
72	N Ninth St	Orange St	E Joyce St	454	CS	
72	North St	W Holt St	Dead End	671	FDP	
72	S Second St	W Jackson St	W Lee St	319	CS	
72	N Sixth St	E Brown St	E Green St	828	CS	
72	N Wilba Rd	W Center St	W Clay St	300	CS	
73	Blue Lake Dr	Ashbury Dr	Goldfinch Ct	417	FDP	
73	Blue Lake Dr	Grove Hall Ln	Large Oak Ln	305	FDP	
73	N Charles St	Ruffin St	W Carr St	554	FDP	
73	Forestwood Dr	N Carr St	Dead End	280	FDP	
73	Giles St	W Jackson St	W Lee St	320	FDP	
73	S Lane St	E Webb St	End Pvmt	344	FDP	
73	Medford Dr	Dead End	London Ln	286	FDP	
73	N Second St	W Crawford St	Dead End	1756	FDP	
73	Stoneham Ct	Stoneham Rd	Cul De Sac	225	FDP	
73	Stuart Dr	Stonewall Dr	Hill Ln	566	FDP	
73	W Washington St	S First St	Dead End	802	FDP	
73	Yosemite Ct	Great Smokey Mtn Dr	Cul De Sac	190	FDP	
74	E Ashland Dr	Overland Ct	Lebanon Rd	399	FDP	
74	Giles St	W Lee St	Vance St	364	FDP	
74	Great Smokey Mtn Dr	Everglades Dr	Mt Rainer Dr	832	FDP	
74	Vance St	Giles St	Dead End	989	FDP	
75	Beaver Creek Dr	Kit Ln	Paddle Ln	338	FDP	
75	E Brown St	N Fifth St	N Sixth St	439	CS	
75	Cates Dr	End Island	Turnberry Dr	407	CS	
75	N Fifth St	E Clay St	E Ruffin St	265	CS	
75	N Fourth St	Graham St	E Crawford St	526	CS	
75	Overland Ct	N Overland Dr	Cul De Sac	181	CS	
75	N Seventh St	E Center St	E Clay St	274	CS	
75	Walker Ct	Walker Dr	Cul De Sac	102	CS	

Legend		
AWCK Recommendations	No. of Streets	Length
Proposed Resurfacing and Patching FY 22	7	0.8
Proposed Patching FY 22	8	0.6

Notes:

- 1) Giles St. was recently paved
- 2) S. Lane St. - Confirmation of City Street
- 3) Where PCR lists Act-1 or 2 Crack Sealing and Patching is Proposed, Crack Sealing will be completed in future contract.
- 4) Where PCR lists Act 1 or 2 FDP and Resurfacing and FDP is proposed, Patching will be completed prior to Resurfacing.



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## AGENDA ITEM #14

### Conflict of Interest Policy

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#### Meeting Date

February 7, 2022

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#### Presenter

Daphna Schwartz, Finance Director

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#### Public Hearing

Yes  No

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#### Summary

Municipalities receiving grant funds from the State of North Carolina must have a Conflict of Interest Policy that complies with General Statute 143C-6-23.(b).

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#### Background

The only Conflict of Interest Policy the City has is the Uniform Guidance Conflict of Interest Policy that conforms with federal regulations and only applies to federal funds. The Conflict of Interest Policy presented in this agenda item complies with the State of North Carolina statutes and will apply to all funds received by the City.

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#### Financial Impact

None.

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#### Recommendation

The Council approves the policy.

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#### Suggested Motion

Motion to approve the Conflict of Interest Policy.

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#### Attachments

1. Conflict of Interest Policy

<b>POLICY STATEMENT</b>	
<p><b>SUBJECT:</b> Conflict of Interest Policy</p> 	PAGE 1 OF 1
	EFFECTIVE DATE: February 7, 2022
	SUPERSEDES:
	PREPARED BY: Daphna Schwartz, Finance Director
	ADOPTED BY:  DATE:

The purpose of the following policy and procedures is to prevent the personal interest of management employees, officers, councilmembers, and Mayor of the City of Mebane from interfering with the performance of their duties to the City of Mebane or resulting in personal financial, professional, and/or political gain on the part of such persons at the expense of the City of Mebane.

**Definitions:** Conflict of Interest (also Conflict) means a conflict, or the appearance of a conflict between the private interests and official responsibilities of a person in a position of trust. Persons in a position of trust include management employees, , officers councilmembers, and Mayor of The City of Mebane. The Governing Council (also council) means the City Council and Mayor. Councilmember means an individual member of the council. Management employee means a person who receives all or part of his/her income from the payroll of the City of Mebane and has the authority to make procurement decisions for the City. An officer means the Finance Director, the City Manager, the City Clerk, and any employee who has the authority to make financial decisions, including officers.

**Policy:**

1. Full disclosure, by notice in writing, shall be made by the interested parties to the full City Council in all conflicts of interest, including but not limited to the following:
  - a) A councilmember is related to another councilmember.
  - b) A councilmember is related to a management employee.
  - c) A councilmember is also a management employee.
  - d) A management employee in a supervisory capacity is related to another management employee whom he/she supervises.
  - e) A councilmember or management employee receives payment from the City of Mebane for any contract, subcontract, goods, or services other than as part of his/her regular job responsibilities or as reimbursement for reasonable expenses incurred as provided in the bylaws and council policy.
  - f) A councilmember or management employee is a member of the governing body of a contributor to the City of Mebane.
  - g) A councilmember or management employee may have personal, financial, professional, or political gain at the expense of the City of Mebane.
  - h) A councilmember or management employee engages in activities that may cause a loss of public credibility in the City of Mebane or create a public impression of impropriety.
2. Following full disclosure of a possible conflict of interest or any condition listed above, the City Council shall determine whether a conflict of interest exists and, if so, the council shall vote to authorize or reject the transaction

and/or condition. Both votes shall be by a majority vote without counting the vote of any interested councilmember, even if the disinterested councilmembers are less than a quorum, provided that at least one consenting councilmember is disinterested.

3. An interested councilmember, officer, or management employee shall not participate in any discussion or debate of the City Council, or of any committee thereof, in which the subject of discussion is a contract, transaction, or situation in which there may be a conflict of interest.
4. No Councilmember, officer, or management employee shall participate in the selection, award, or administration of a procurement transaction in which federal or state funds are used, where to his/her knowledge, any of the following has a financial interest in that transaction: (1) the management employee, officer, or councilmember; (2) any member of his/her immediate family; (3) his/her partner; (4) an organization in which any of the above is an officer, director, or employee; or (5) a person or organization with whom any of the above is negotiating or has any arrangement concerning prospective employment.
5. Existence of any of the above-listed conditions shall render a contract or a transaction voidable unless full disclosure of personal interest is made in writing to the City Council and such transaction was approved by the council in full knowledge of such interest.
6. The disinterested councilmembers are authorized to impose by majority vote other reasonable sanctions as necessary to recover associated costs against a councilmember, officer, or management employee for failure to disclose a conflict of interest as described in Paragraph 1 or for any appearance of a conflict.
7. Appeal from sanctions imposed pursuant to Paragraph 5 and 6 above shall be prescribed by law in those courts of the State of North Carolina with jurisdiction over both the parties and the subject matter of the appeal.
8. In the event that the City of Mebane has incurred costs or attorney fees as a result of legal action, litigation, or appeal brought by or on behalf of an interested councilmember or management employee due to a conflict of interest and consequent sanctions and in the event that the City of Mebane prevails in such legal action, litigation, or appeal, the City of Mebane shall be entitled to recover all of its costs and attorney fees from the unsuccessful party.
9. A copy of this policy shall be given to all councilmembers, officers, and management employees upon commencement of such person's relationship with the City of Mebane. Each councilmember, officer, and management employee shall sign and date the policy at the beginning of his or her term of service or employment and each year thereafter. Failure to sign does not nullify the policy.

Signed:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name printed)

\_\_\_\_\_  
(date)

*To ensure the policy is being regularly enforced and monitored for compliance, the Finance Director shall remind councilmembers, officers, and management employees of the policy annually by email and shall require councilmembers, officers, and management employees to disclose annually any interests that may give rise to conflict.*

**Use the section below to disclose any interests that may give rise to conflict:**



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**Planning Board  
Minutes to the Meeting**

January 10, 2022  
6:30 p.m.

The Planning Board meeting was held at the Glendel Stephenson Municipal Building located at 106 E. Washington Street, Mebane, NC 27302 and livestreamed via YouTube. The video can be accessed through the following link: <https://www.youtube.com/watch?v=eEpxyBpayMI>

**Members Present:** Chairman Edward Tulauskas, Vice Chair Judy Taylor, Kurt Pearson, Larry Teague, Keith Hoover, Susan Semonite, Lori Oakley, Kevin Brouwer

**Also Present:** Audrey Vogel, Planner; Ashley Ownbey, Planner; Cy Stober, Development Director; Kirk Montgomery, IT Director

**1. Call to Order**

At 6:30 p.m. Chairman Edward Tulauskas called the meeting to order. The Chairman announced that the Planning Board would accept written public comment, following suit with the City Council's guidance at the January 3<sup>rd</sup> Meeting.

**2. Approval of December 13, 2021, Minutes**

Larry Teague made a motion to approve the meeting minutes. Judy Taylor seconded the motion, which passed unanimously.

**3. City Council Actions Update**

Cy Stober, Development Director, provided an update on the City Council's recent action at the January City Council meeting.

**4. Request to rezone the +/- 1.26-acre property addressed 204 N Fifth Street (PIN 9825145309), from B-2 (General Business District) to B-1(CD) (Central Business Conditional District) and for a Special Use Permit to allow for a Planned Multiple Occupancy Group by Carreno Developers, LLC.**

Carreno Developers, LLC, is requesting a rezoning to bring the property into consistency with surrounding zoning and address existing nonconformities. Additionally, the applicant is applying for a Special Use Permit to allow for the existing Planned Multiple Occupancy Group, as specified in Section 4-7.14 (C) of the Mebane Unified Development Ordinance (UDO). The applicant is proposing a restricted menu of uses for this zoning district rather than requesting all by-right uses otherwise allowed in the B-1 district. The applicant plans to renovate the existing structure and improve an underdeveloped and nonconforming parking lot. No onsite amenities or dedications are proposed, though the applicant is pursuing an encroachment agreement with the City to address existing encroachments into the public right-of-way. Two waivers are requested:

- Waiver from the minimum required parking of 124 spaces, based upon the area of the retail and office space, with consideration for the provision of the Mebane UDO permitting deviations from parking requirements in the B-1 Central Business Zoning District





- Waiver from exterior building material standards to allow for the use of aluminum and steel on a portion of the building

The Planning staff has reviewed the request for harmony with the zoning of the surrounding area and consistency with the City's adopted plans and recommends approval. The Technical Review Committee (TRC) has reviewed the site plan and the applicant has revised the plan to reflect the comments.

Ashley Ownbey provided an overview and PowerPoint of the request.

Phil Koch, P.E. of EarthCentric Engineering and Anna Wirth of Flock Design & Architecture represented the applicant and provided a detailed presentation of the request. Mr. Koch explained the purpose of the request and described the modifications to the existing parking lot in detail. Anna Wirth provided a presentation on the building modifications. They reiterated that the project would not only remedy existing nonconformities and structural issues on the property, but also improve the appearance of the property and harmony with the surrounding downtown area.

During the presentation, Anna Wirth explained that the request would meet the following criteria for a special Use Permit:

- a) Will not materially endanger the public health or safety;
- b) Will not substantially injure the value of adjoining or abutting property;
- c) Will be in harmony with the area in which it is located; and
- d) Will be consistent with the objectives and goals in the City's adopted plans

Chairman Tulauskas asked if per the rendering provided in the PowerPoint, does the applicant plan to bury powerlines along 5<sup>th</sup> Street. Anna Wirth explained that the powerlines are "ghosted" in the rendering for visual effect, but they are not proposed to be buried. Mr. Koch added that a powerline would be buried for the parking lot renovation, but not the one in question.

Larry Teague asked if the on-street parking along 5<sup>th</sup> Street would remain. Mr. Koch confirmed that the parking would remain. Cy Stober clarified that this existing street parking is public, City-owned right-of-way.

Susan Semonite asked about the extent of the proposed parking lot with respect to the existing fence at the corner of 5<sup>th</sup> St and Graham St. Mr. Koch explained that the fence would be removed completely, and the parking lot would extend beyond the footprint of the existing parking area.

Judy Taylor asked if the number of ADA parking spaces provided was based on the amount of parking spaces required by the UDO, or the number of spaces provided on the plans per the waiver request. Mr. Koch responded that the ADA spaces were based on the 38 spaces provided but could be adjusted if deemed necessary. He also explained that there would be signage posted onsite directing visitors to additional public parking, and that the site simply is not big enough to provide more parking on site.



Larry Teague recommended that the City Council look into the on-street parking be made into handicap spaces. Mr. Koch responded that the slope/grade of the street would not allow ADA compliance but reiterated that more spaces in the on-site parking lot could be converted to handicap spaces.

Judy Taylor raised questions about parking along E Graham St, expressing concerns that the project may open the door to on-street parking on the already narrow residential street. She noted for the record that Council may want to consider restricting parking on that street.

Manley Palmer, 102 N. 6<sup>th</sup> Street, shared concerns about commercial traffic from the site emptying onto Graham St. He noted that the intersection of Graham and 5<sup>th</sup> is dangerous. He added that parking on Graham Street during the parades makes the road nearly impassable.

Lori Oakley asked about the landscaping onsite interfering with site distance. Mr. Koch responded that the landscaping will be worked out during the construction plan phase, and the site triangles would be maintained and unobstructed.

Kurt Pearson asked about proposed signage to direct patrons to overflow public parking. Mr. Koch indicated that it was something they would work with the City on, and anticipated a map style sign that displayed downtown destinations and historical features in addition to public parking.

Kurt Pearson asked how often Mr. Koch anticipated that overflow parking will be needed for the site. Mr. Koch explained that there will likely always be some demand for additional parking. The current site does not have any parking available, so the demand is already there. He said it is likely that patrons are currently parking at the Dollar General across the street, and their aim is to discourage that.

Susan Semonite added that pedestrians often need to cross 5<sup>th</sup> Street to access the site. Mr. Koch responded that the proposed site improvement would create an opportunity for better visibility for crossing and added that people parking in the overflow public parking would be able to come down Graham Street where it is easier to cross. Judy Taylor raised some questions about how pedestrians would travel to the site. Kurt Pearson requested that the City facilitate the process for activities in the public ROW that would improve site access and reduce the impact on Graham St.

Kurt Pearson made a motion to approve the B-1(CD) zoning as presented and to approve the Special Use request for a Planned Multiple Occupancy Group as presented; and to find that the request is both reasonable and in the public interest because it finds that it:

- Will not materially endanger the public health or safety;
- Will not substantially injure the value of adjoining or abutting property;
- Will be in harmony with the area in which it is located; and
- Will be consistent with the objectives and goals in the City's adopted plans.



Judy Taylor seconded the motion, which passed unanimously. The request will go before the City Council on Monday, February 7th at 6:00 p.m.

**5. New Business**

- a. Audrey Vogel provided an update on the Planning Department’s public engagement efforts for revisions to the Mebane Unified Development Ordinance, including the informational webpage and public input surveys.
- b. Ashley Ownbey shared an announcement about the open positions on the Bike and Pedestrian Advisory Commission (BPAC).
- c. Cy Stober shared an announcement about the City’s Downtown Exterior Improvements Grant.
- d. Cy Stober provided an update on anticipated and ongoing transportation projects occurring in Mebane.
- e. Lori Oakley announced that she would be stepping down from the Planning Board after the meeting.

**6. Adjournment**

The meeting was adjourned at 7:20 p.m.

## Mebane Fire Dept. Monthly Report

	December	Year to Date	% Change from 2020
<b>Structural Response</b>			
<b>Totals</b>	<b>20</b>	<b>329</b>	<b>31%</b>
<b>Average Personnel Per Response</b>	<b>11</b>	<b>10</b>	
<b>Average Volunteer Response</b>	<b>3</b>	<b>3</b>	
<b>Non Structural Responses</b>			
<b>Totals</b>	<b>89</b>	<b>804</b>	<b>21%</b>
<b>Total Fire Response</b>	<b>109</b>	<b>1133</b>	<b>24%</b>
<b>Location (Year to Date)</b>	<b>North</b>	<b>South</b>	
<b>Total Number/Percentage</b>	<b>509/45%</b>	<b>624/55%</b>	
<b>Average Fire Response Time</b>	<b>4:56</b>	<b>5:58</b>	
<b>Percentage of Calls Inside City</b>	<b>42%</b>	<b>51%</b>	
<b>Percentage of Calls Outside City</b>	<b>39%</b>	<b>34%</b>	
<b>Percentage of Calls for Mutual Aid</b>	<b>19%</b>	<b>15%</b>	
<b>EMT Response</b>	<b>187</b>	<b>1944</b>	<b>21%</b>
<b>Location (Year to Date)</b>	<b>North</b>	<b>South</b>	
<b>Total Number/ Percentage</b>	<b>888/46%</b>	<b>1056/54%</b>	
<b>CPS Seats Checked</b>	<b>23</b>	<b>195</b>	
<b>Views on Fire Safety Facebook Posts</b>	<b>0</b>	<b>1371</b>	
<b>Smoke Alarms Checked/Installed</b>	<b>16</b>	<b>70</b>	
<b>Station Tours/Programs</b>	<b>1</b>	<b>36</b>	
<b># of Participants</b>	<b>4</b>	<b>3079</b>	
<b>Events Conducted/Attended</b>	<b>1</b>	<b>22</b>	