



Council Meeting Agenda
February 5, 2024
6:00PM

1. Call to Order..... Mayor Ed Hooks
2. Invocation Pastor Stu Johnston, Grace Reformed Baptist Church
3. Recognition of Retired WRRF Director Dennis Hodge Mayor
4. Consent Agenda-
 - a. Voluntary Contiguous Annexation Petition- Holland Family
 - b. Resolution of Support- Reconstruction of Interchange/Overpass on I-40/85 at Trollingwood/Hawfields Road- NCDOT Project I-6059
 - c. FY23-24 Asset Disposals- July 1, 2023 to December 31, 2023
 - d. Second Quarter Financial Report- July 1, 2023 to December 31, 2023
5. **Public Hearings-**
 - a. Ordinance to Extend the Corporate Limits- Voluntary Non-contiguous Annexation-Clifford M. Ray, Jr. Family Limited Partnership- NCIC, LLC- Transload Facility..... Lawson Brown, City Attorney
 - b. Ordinance to Extend the Corporate Limits- Voluntary Contiguous Annexation- VM Development, LLC- Concrete Plant..... Mr. Brown
6. Purchase of Land..... Mr. Brown
 - a. Rogers Property- Vacant Lot Corner of Lee and Shorts Streets (unopened)
 - b. Dollar Property- Vacant Lot West of the Holt Street Park
 - c. McDougald Property- Vacant Lot on Lee Street (unopened)
7. Presentation of the Bicycle and Pedestrian Transportation Plan Ashley Ownbey, Development Director
8. Bicycle and Pedestrian Advisory Commission Appointments.....Ms. Ownbey
9. Water Shortage Response PlanKyle Smith, Utilities Director
10. Lead Service Line Replacement (LSLR) Funding ResolutionMr. Smith
11. Adjournment..... Mayor



AGENDA ITEM #4A

Petition for Voluntary Contiguous Annexation- Holland Family- Bowman Road

Meeting Date

February 5, 2024

Presenter

Lawson Brown, City Attorney

Public Hearing

Yes No

Summary

Staff received a petition requesting voluntary contiguous annexation from the Holland Family.

Background

The applicants are requesting that the described property be annexed into Mebane's Corporate Limits. This is a contiguous annexation containing approximately +/- 12.01 acres located in Orange County on Bowman Road. A proposed subdivision is planned for this property.

Financial Impact

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

Recommendation

Staff recommends the Council's acceptance of the petition, the Clerk's Certificate of Sufficiency, and to adopt a Resolution setting a date of public hearing for March 4, 2024.

Suggested Motion

I make a motion to accept the petition, the Clerk's Certificate of Sufficiency, and to adopt a Resolution setting a date of public hearing for March 4, 2024.

Attachments

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



PETITION REQUESTING A CONTIGUOUS ANNEXATION

Annexation Process – Approximately a 2 Month Process

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

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

Date: 12/3/23

To the City Council of the City of Mebane:

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

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

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

Name	Address	Do you declare vested rights (Yes or No)	Signature
1. Dalton J. Holland	7515 Bowman Road	No	
2. Dillon C. Holland	7515 Bowman Road	No	
3. Ernest P. Holland	7515 Bowman Road	No	

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

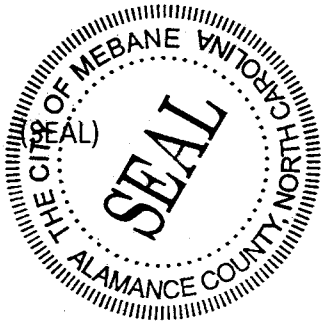
**This is one possible format for zoning vested rights declaration. This language may require modification to reflect the requirements of the municipal zoning vested rights ordinance, if any.

CERTIFICATE OF SUFFICIENCY

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

I, Stephanie W. Shaw, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Mebane, this 5th day of February 2024.



Stephanie W. Shaw
Stephanie W. Shaw, City Clerk

NC SURVEYORS BOUNDARY AND GPS CERTIFICATIONS

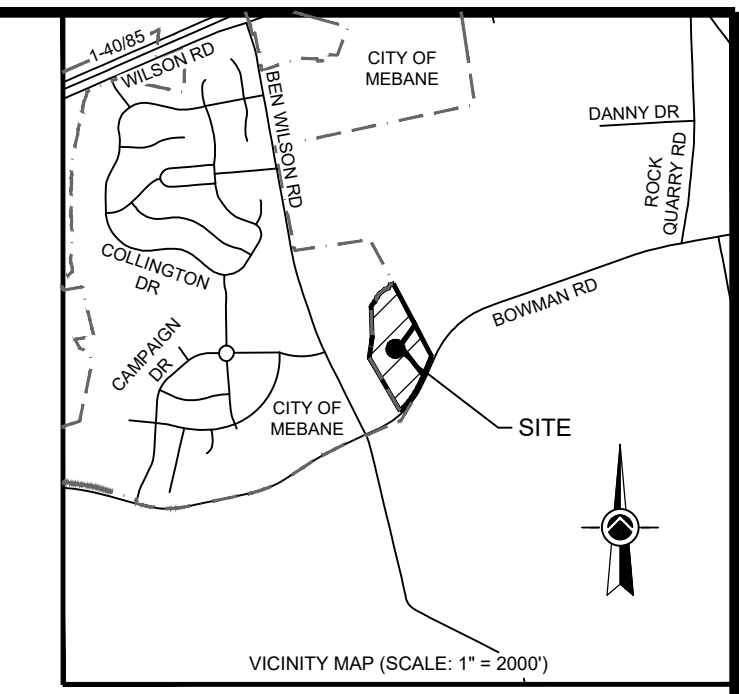
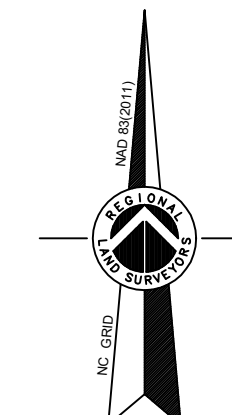
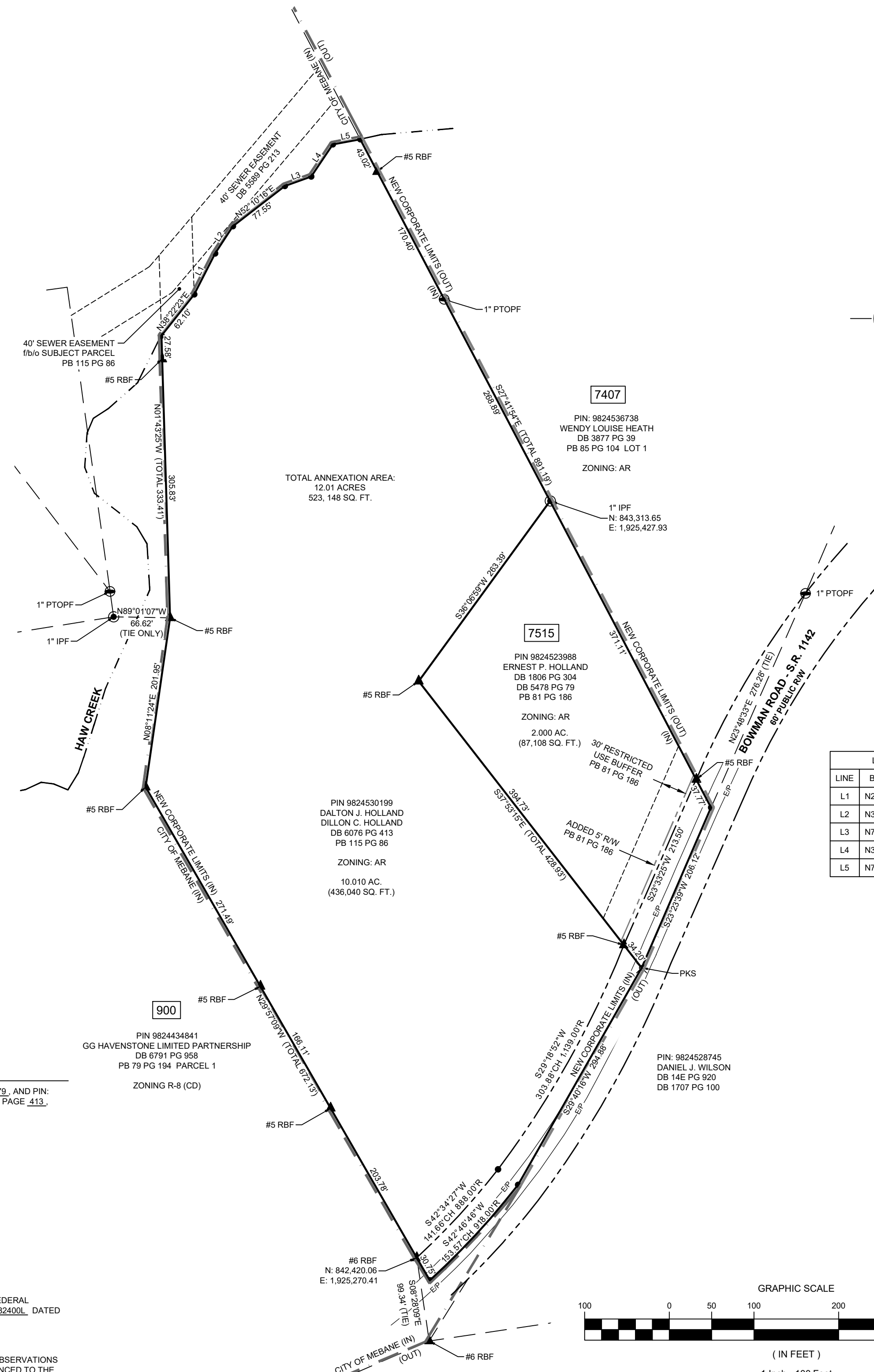
I, **KIM R. LILLY**, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 1806, PAGE 304; DEED BOOK 5478, PAGE 79; DEED BOOK 6076, PAGE 413; PLAT BOOK 81, PAGE 186; AND PLAT BOOK 115, PAGE 86). THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN DEED BOOK 3877, PAGE 39; DEED BOOK 6791, PAGE 958; PLAT BOOK 79, PAGE 194; AND PLAT BOOK 85, PAGE 104; THAT THE RATIO OF PRECISION IS 1:27,882; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600); AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S.47-30(j) AS AMENDED.

THIS xxTH DAY OF JANUARY, A.D. 2024.

47-30(f)(11) c.1: THAT THE SURVEY IS OF ANY EXISTING PARCEL OR PARCELS OF LAND OR ONE OF MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET, FOR THE PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

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

- 1) CLASS OF SURVEY: URBAN LAND (CLASS A)
- 2) POSITIONAL ACCURACY: 0.05'
- 3) TYPE OF GPS FIELD PROCEDURE: GPS/RTS
- 4) DATES OF SURVEY: MARCH 24-29, 2023
- 5) DATUM/EPOCH: NAD 83 (NSRS 2011)
- 6) PUBLISHED/FIXED-CONTROL USE: NONE
- 7) GEOID MODEL: GEOID 12B
- 8) COMBINED GRID FACTOR(S): 0.99994841
- 9) UNITS: US FEET



LINE LEGEND

- SUBJECT BOUNDARY LINE (SURVEYED)
- ADJOINER BOUNDARY LINE (NOT SURVEYED)
- RIGHT-OF-WAY LINE
- EXISTING CORPORATE LIMITS
- NEW CORPORATE LIMITS
- BUILDING SETBACK LINE
- EASEMENT
- CREEK PER ORANGE COUNTY GIS
- EDGE OF PAVEMENT

LEGEND

- COMPUTED POINT
- IRON PIPE FOUND - IPF (SIZE AS NOTED)
- REBAR FOUND - RBF (SIZE AS NOTED)
- PINCH TOP FOUND - PTOFF (SIZE AS NOTED)
- PK NAIL SET - PKS
- 642** ADDRESS
- DB DEED BOOK
- PB PLAT BOOK
- PG PAGE
- R/W RIGHT-OF-WAY

LINE TABLE

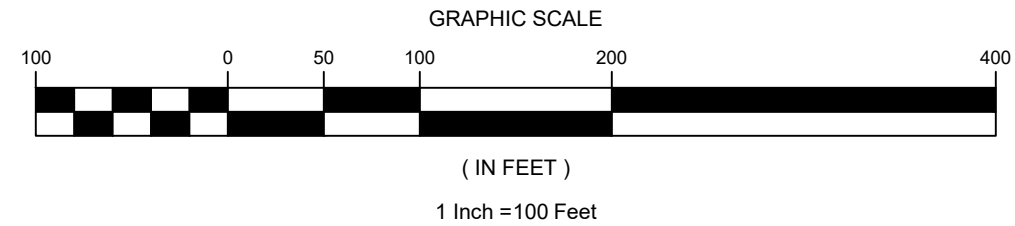
LINE	BEARING	LENGTH
L1	N27°11'26"E	54.23'
L2	N33°05'19"E	38.42'
L3	N70°22'18"E	33.09'
L4	N33°55'59"E	45.71'
L5	N79°28'49"E	33.08'

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

PLANNING DIRECTOR _____ DATE _____

- NOTES**
1. SITE BEING PIN: 9824523988, ERNEST P. HOLLAND, AS RECORDED IN DEED BOOK 5478, PAGE 79, AND PIN: 9824530199, DALTON J. HOLLAND AND DILLON C. HOLLAND, AS RECORDED IN DEED BOOK 6076, PAGE 413, ORANGE COUNTY REGISTER OF DEEDS.
 2. ALL DISTANCES ARE HORIZONTAL GROUND, UNLESS OTHERWISE NOTED.
 3. AREA:

9824523988 (PER DEED)	2,000 ACRES (87,108 SQ. FT.)
LESS R/W AREA	0.265 ACRES (11,543 SQ. FT.)
NET AREA	1,735 ACRES (75,565 SQ. FT.)
9824530199 (PER DEED)	10,010 ACRES (436,040 SQ. FT.)
LESS R/W AREA	0.143 ACRES (6,238 SQ. FT.)
NET AREA	9,867 ACRES (429,802 SQ. FT.)
TOTAL ANNEXATION AREA	12.010 ACRES (523,148 SQ. FT.)
 4. ZONING CLASS "AR" - AGRICULTURAL RESIDENTIAL
MINIMUM SETBACKS:
RIGHT-OF-WAY 40'
SIDE OR REAR 20'
 5. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT (NORTH CAROLINA FLOOD MAPPING), COMMUNITY PANEL NO. 3710982400, DATED NOVEMBER 17, 2007. (ZONE X)
 6. INFORMATION SHOWN HEREON IS FROM DIRECT FIELD DATA COLLECTED MARCH 24 TO 29, 2023.
 7. NORTH CAROLINA GRID COORDINATES AS SHOWN HEREON WERE DERIVED FROM DIRECT GPS OBSERVATIONS UTILIZING THE NORTH CAROLINA GEODETIC SURVEY'S NETWORK RTK SYSTEM AND ARE REFERENCED TO THE NAD83(NSRS2001) DATUM GPS OBSERVATION PERFORMED ON MARCH 24, 2023.



FINAL PLAT
CITY OF MEBANE
CORPORATE LIMITS EXTENSION
VOLUNTARY CONTIGUOUS ANNEXATION
BOWMAN RD 1, LLC
7515 BOWMAN ROAD
CHEEKS TOWNSHIP
ORANGE COUNTY
NORTH CAROLINA



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

Annexation 167

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Glendel Stephenson Municipal Building at 6:00 p.m. on March 4, 2024.

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

Tax Parcels 9824523988 and 9824530199

That certain parcel of land, lying and being in Cheeks Township, Orange County, North Carolina, and being more particularly described as follows:

BEGINNING at a #6 rebar found (with NC Grid NAD83 coordinates N:842,420.06, E:1,925,270.41) in the easterly boundary line of GG Havenstone Limited Partnership as recorded in Deed Book 6791, Page 958 and described as a portion of Parcel 1 in Plat Book 79, Page 194, Orange County Registry; Thence along the easterly and southerly boundary lines of said Havenstone the following ten (10) courses: 1) N 29°57'09" W, at distance of 203.78 feet passing a #5 rebar found, continuing 166.11 feet passing a #5 rebar found, and continuing 271.49 feet, for a total distance of 641.38 feet to a #5 rebar set; 2) N 08°11'24" E, a distance of 201.95 feet to a #5 rebar found; 3) N 01°43'25" W, at a distance of 305.83 feet passing a #5 rebar found, and continuing 27.58 feet, for a total distance of 333.41 feet to a computed point in the centerline of Haw Creek; 4) with said creek N 38°22'23" E, a distance of 62.10 feet to a computed point; 5) with said creek N 27°11'26" E, a distance of 54.23 to a computed point; 6) with said creek N 33°05'19" E, a distance of 38.42 feet to a computed point; 7) with said creek N 52°10'16" E, a distance of 77.55 feet to a computed point; 8) with said creek N 70°22'18" E, a distance of 33.09 feet to a computed point; 9) with said creek N 33°55'59" E, a distance of 45.71 feet to a computed point; and 10) with said creek N 79°28'49" E, a distance of 33.08 feet to a computed point in the westerly boundary line of Wendy Louise Heath parcel as recorded in Deed Book 3877, Page 39 and described at Lot 1 in Plat Book 85, Page 104, Orange County Registry; Thence along the westerly boundary line of said Heath S 27°41'54" E, at a distance of 43.02 feet passing a #5 rebar found, continuing 170.40 feet passing a 1-inch pinch top iron pipe found, continuing 268.89 feet passing a 1" iron pipe found, continuing 371.11 feet passing a #5 rebar found; and continuing 37.77 feet, for a total distance of 891.19 feet to a computed point in the right-of-way of Bowman Road (60' public right-of-way; Thence within the right-of-way of said Bowman Road the following three (3) courses: 1) S 23°23'39" W, a distance of 206.12 feet to a PK nail set; 2) S 29°40'16" W, a distance of 294.88 feet to a computed point; and 3) along a curve to the right, with a chord bearing N 42°46'46" W, a chord distance of 153.57 feet, and a radius of 918.00 feet to a computed point at a southeasterly corner of said Havenstone; Thence along the easterly boundary line of said Havenstone N 29°57'09" W, a distance of 30.75 feet to the Point of Beginning, containing 12.01 acres.

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

Ed Hooks, Mayor

ATTEST:

Stephanie W. Shaw, City Clerk



AGENDA ITEM #4B

Resolution Supporting Improvements to Interchange on I-40/85 at Trollingwood- Hawfields Road

Meeting Date

February 5, 2024

Presenter

Preston Mitchell, Assistant City Manager

Public Hearing

Yes No

Summary

The North Carolina Department of Transportation (NCDOT) is considering a project to widen/reconstruct the interchange/overpass on Interstate 40/85 at Trollingwood-Hawfields Road. The project is identified by the NCDOT as I-6059. NCDOT is requesting a resolution from the City supporting the project and requesting the NCDOT Board to approve it.

Background

Improvements to this interchange are recommended in the City's Comprehensive Transportation Plan, which was adopted in 2018. The City has submitted a request to improve the interchange and Trollingwood-Hawfields Road through the NCDOT's strategic prioritization process for many years. The project has been included in the State Transportation Improvement Program (STIP) since at least 2020.

Financial Impact

The project will have no financial impact on the City's budget.

Recommendation

Staff recommends approval of the resolution.

Suggested Motion

Motion to approve the resolution supporting the reconstruction of interchange/overpass on I-40/85 at Trollingwood-Hawfields Road.

Attachments

1. Resolution

RESOLUTION OF SUPPORT
RECONSTRUCTION OF INTERCHANGE/OVERPASS ON I-40/85
AT TROLLINGWOOD/HAWFEILDS ROAD
NCDOT PROJECT I-6059

WHEREAS, G.S. 136-11.1 requires that the North Carolina Department of Transportation (“NCDOT”) request a resolution from all municipalities and counties affected by certain planned transportation projects to express their views on the project prior to any action taken by the North Carolina Board of Transportation (“Board”); and

WHEREAS, the NCDOT has proposed committing in excess of \$25,000 for the improvements that include the widening/reconstruction of SR 1981 (Trollingwood-Hawfields Road Interchange over I-40/85 NCDOT Project I-6059); and

WHEREAS, pursuant to G.S. 136-11.1, the City is provided the opportunity to state its views on the Project through this resolution before action of the Board; and

WHEREAS, the Department and the Board shall consider, but shall not be bound by, the views of the City regarding the Project.

NOW, THEREFORE, The City Council of Mebane Resolves:

Section 1. The City supports the Project because the Project will enhance the safety of the traveling public in the area and requests the Department and the Board to approve the Project.

Section 2. This resolution shall be effective upon passage.

Adopted by the City of Mebane Council on this 5th day of February 2024.

Ed Hooks, Mayor

ATTEST:

Stephanie W. Shaw, City Clerk

(SEAL)



AGENDA ITEM #4C

FY23-24 Asset Disposals

July 1, 2023 to December 31, 2023

Meeting Date

February 5, 2024

Presenter

Daphna Schwartz, Finance Director

Public Hearing

Yes No

Summary

Per the City Code, the City Council shall receive a bi-annual list of disposed assets for informational purposes.

Background

Per the City Code (Sec. 2-181 – 2-184) and in compliance with North Carolina General Statute 160A-266(c), the City Manager is authorized to dispose of any surplus personal property owned by the city whenever he determines, in his discretion, that has a fair market value of less than \$30,000, is no longer necessary for the conduct of public business, and sound property management principles and financial considerations indicate that the interests of the city would best be served by disposing of the property.

Financial Impact

All except one of the disposed of assets are fully depreciated. The wiring maintenance building at the Water Resource Recovery Facility was removed during the renovation and had a remaining value of \$517.10. The sale proceeds for all assets were \$8,902.

Recommendation

Accept the asset disposal report.

Suggested Motion

Motion to accept the asset disposal report as presented.

Attachments

1. Disposed Asset Listing Report



Mebane, NC

Disposed Asset Listing Report

By Asset ID

Disposed Date: 7/1/2023-12/31/2023

Disposed Assets: 4

Asset ID	Description	Primary Location	Class	Category	Disposed Date	Disposed Amount	Net Asset Value
Department: 8200 - UTILITY MAINTENANCE							
348	1998 DODGE CARGO VAN SAN-55	GAR	VAN	VEHICLE	11/13/2023	0.00	0.00
417	2002 DODGE TRUCK UT-101	PW	PICK-UP	VEHICLE	11/13/2023	0.00	0.00
Department 8200 Totals:						0.00	0.00
Department: 8300 - WRRF							
380	2000 DODGE CARAVAN ST-25	WRRF	VAN	VEHICLE	11/13/2023	0.00	0.00
880	WIRING MAINTENANCE BLDG.	WRRF	IMPROVEMENTS	WRRF	07/01/2023	517.10	0.00
Department 8300 Totals:						517.10	0.00
Grand Totals:						517.10	0.00

Disposed Asset Summary

Department	Disposed Amount	Net Asset Value
8200 - UTILITY MAINTENANCE	0.00	0.00
8300 - WRRF	517.10	0.00
Disposed Totals:	517.10	0.00



AGENDA ITEM #4D

Second Quarter Financial Report – July 1, 2023 to December 31, 2023

Meeting Date

February 5, 2024

Presenter

Daphna Schwartz, Finance Director

Public Hearing

Yes No

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.

Background

This report displays the first half of the fiscal year for the period that ended December 31, 2023.

General Fund: Actual revenue and debt proceeds collections are at 56% of the budget, so collections are ahead of the quarterly expectation of 50%. Actual revenue collections and other financing sources (including fund balance appropriation) are at 48% of the budget, which is still slightly under quarterly expectations. Actual expenditures are 39% of the budget, which is below the quarterly expectation of 50%.

Utility Fund: Actual revenue collections are at 56% of the budget, so collections are ahead of the quarterly expectation of 50%. Actual revenue collections and other financing sources (including fund balance appropriation) are at 44% of the budget, which is below the quarterly expectation. Actual expenditures are 37% of the budget, which is below the quarterly expectation of 50%.

Utility Reserve Fund: Actual revenue collections are at 37% of the budget, which is below the quarterly expectation of 50%.

Financial Impact

None.

Recommendation

That the Council accepts the report.

Suggested Motion

Motion to accept the Fiscal Year 2023-2024 2nd Quarter Financial Report.

Attachments

1. The Fiscal Year 2023-2024 2nd Quarter Financial Report



Mebane, NC

Income Statement Account Summary

For Fiscal: 2023-2024 Period Ending: 12/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 100 - General Fund							
Revenue							
GovType: 3000 - Property Taxes							
100-3013-000	2013 PROPERTY TAXES	0.00	0.00	0.00	-50.54	-50.54	50.54
100-3018-000	2018 PROPERTY TAXES	0.00	0.00	79.38	457.46	457.46	-457.46
100-3019-000	2019 PROPERTY TAXES	0.00	0.00	24.74	171.48	171.48	-171.48
100-3020-000	2020 PROPERTY TAXES	0.00	0.00	78.39	717.96	717.96	-717.96
100-3021-000	2021 PROPERTY TAXES	0.00	0.00	600.57	2,017.84	2,017.84	-2,017.84
100-3022-000	2022 PROPERTY TAXES	12,000.00	12,000.00	293.48	5,233.93	5,233.93	6,766.07
100-3023-000	2023 PROPERTY TAXES	14,741,764.00	14,741,764.00	1,209,644.18	10,524,900.07	10,524,900.07	4,216,863.93
100-3069-000	MOTOR VEHICLE PROPERTY TAXES	804,119.00	804,119.00	60,108.16	387,793.45	387,793.45	416,325.55
100-3070-000	TAX DISCOUNTS	-38,000.00	-38,000.00	23.26	-45,081.62	-45,081.62	7,081.62
100-3071-000	TAX PENALTIES & INTEREST	60,000.00	60,000.00	1,091.21	37,637.68	37,637.68	22,362.32
100-3080-000	FIRE DISTRICT TAXES - CURRENT YR	542,801.00	542,801.00	19,761.85	431,274.03	431,274.03	111,526.97
100-3081-000	FIRE DISTRICT TAXES - PRIOR YEAR	6,000.00	6,000.00	92.66	1,522.93	1,522.93	4,477.07
100-3082-000	FIRE DISTRICT TAXES - PENALTY & INT	2,000.00	2,000.00	49.70	3,169.53	3,169.53	-1,169.53
	GovType: 3000 - Property Taxes Total:	16,130,684.00	16,130,684.00	1,291,847.58	11,349,764.20	11,349,764.20	4,780,919.80
GovType: 3100 - Other Taxes and Licenses							
100-3090-000	PRIVILEGE LICENSE FEES	900.00	900.00	0.00	0.00	0.00	900.00
	GovType: 3100 - Other Taxes and Licenses Total:	900.00	900.00	0.00	0.00	0.00	900.00
GovType: 3215 - Restricted Federal Intergov							
100-3150-510	FEDERAL EQUITABLE SHARING FUNDS	0.00	0.00	0.00	8,342.59	8,342.59	-8,342.59
	GovType: 3215 - Restricted Federal Intergov Total:	0.00	0.00	0.00	8,342.59	8,342.59	-8,342.59
GovType: 3220 - Unrestricted State Intergov							
100-3205-000	LOCAL OPTION SALES TAX	7,107,700.00	7,107,700.00	550,419.85	1,666,332.27	1,666,332.27	5,441,367.73
100-3210-000	UTILITY FRANCHISE TAX	1,124,100.00	1,124,100.00	355,237.21	355,237.21	355,237.21	768,862.79
100-3211-000	VIDEO PROGRAMMING SALES TAX	66,000.00	66,000.00	18,412.83	18,412.83	18,412.83	47,587.17
100-3212-000	TELECOM SALES TAX	55,000.00	55,000.00	16,724.02	16,724.02	16,724.02	38,275.98
100-3220-000	BEER AND WINE TAX	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00
100-3258-580	SOLID WASTE DISPOSAL TAX	11,000.00	11,000.00	0.00	3,882.52	3,882.52	7,117.48
	GovType: 3220 - Unrestricted State Intergov Total:	8,433,800.00	8,433,800.00	940,793.91	2,060,588.85	2,060,588.85	6,373,211.15
GovType: 3225 - Restricted State Intergov							
100-3230-000	POWELL BILL ALLOCATION	503,000.00	503,000.00	322,885.52	585,270.48	585,270.48	-82,270.48
100-3252-510	CONTROLLED SUBSTANCE TAX	1,300.00	1,300.00	90.10	576.60	576.60	723.40
100-3253-530	STATE CONTRIBUTION TO FIRE RELIEF	52,000.00	52,000.00	0.00	0.00	0.00	52,000.00
	GovType: 3225 - Restricted State Intergov Total:	556,300.00	556,300.00	322,975.62	585,847.08	585,847.08	-29,547.08
GovType: 3230 - Unrestricted Local Intergov							
100-3301-000	INTERGOVERNMENTAL - TAX SHARIN	300,000.00	300,000.00	0.00	110,532.34	110,532.34	189,467.66
100-3351-000	ABC DISTRIBUTION	164,000.00	164,000.00	24,399.00	24,399.00	24,399.00	139,601.00
100-3353-000	ABC DISTRIBUTION - SURCHARGE	32,000.00	32,000.00	7,660.00	7,660.00	7,660.00	24,340.00
	GovType: 3230 - Unrestricted Local Intergov Total:	496,000.00	496,000.00	32,059.00	142,591.34	142,591.34	353,408.66
GovType: 3235 - Restricted Local Intergov							
100-3308-000	ABSS SCHOOL RESOURCE OFFICER FU	280,000.00	280,000.00	0.00	300,000.00	300,000.00	-20,000.00
100-3320-530	EFLAND FIRE DISTRICT CONTRIBUTI	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00
100-3321-000	ORANGE COUNTY LIBRARY CONTRIB	700.00	700.00	0.00	0.00	0.00	700.00
100-3322-620	ORANGE COUNTY RECREATION CONT	5,450.00	5,450.00	0.00	0.00	0.00	5,450.00
100-3352-510	ABC DISTRIBUTION - LAW ENFORCEM	40,000.00	40,000.00	5,550.00	5,550.00	5,550.00	34,450.00
	GovType: 3235 - Restricted Local Intergov Total:	335,150.00	335,150.00	5,550.00	305,550.00	305,550.00	29,600.00
GovType: 3400 - Permits and Fees							
100-3440-540	PLAN REVIEW FEES	19,310.00	19,310.00	250.00	1,325.00	1,325.00	17,985.00
100-3440-548	ENGINEERING CONST INSP FEES	420,500.00	420,500.00	7,544.00	56,327.00	56,327.00	364,173.00

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
100-3442-540	PLANNING AND ZONING FEES	70,700.00	70,700.00	3,850.00	74,960.00	74,960.00	-4,260.00
100-3445-544	BUILDING PERMIT FEES	1,000,000.00	1,000,000.00	38,037.00	285,053.00	285,053.00	714,947.00
100-3450-544	INSPECTIONS FEES	300,000.00	300,000.00	26,364.00	153,607.00	153,607.00	146,393.00
100-3451-550	STREET & UTILITY INSPECTION FEE	64,000.00	64,000.00	2,000.00	18,628.00	18,628.00	45,372.00
100-3453-530	FIRE PERMIT & INSPECTION FEES	40,000.00	40,000.00	4,600.00	13,950.00	13,950.00	26,050.00
100-3455-540	STORMWATER CONTROL FEES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-3459-544	HOMEOWNER'S RECOVERY FUND FEE	400.00	400.00	19.00	128.00	128.00	272.00
100-3460-510	COURT FEES	4,000.00	4,000.00	319.50	1,623.39	1,623.39	2,376.61
	GovType: 3400 - Permits and Fees Total:	1,919,910.00	1,919,910.00	82,983.50	605,601.39	605,601.39	1,314,308.61
	GovType: 3500 - Sales and Services						
100-3510-620	FIELD, ROOM AND SHELTER RENTALS	100,000.00	100,000.00	7,050.00	48,170.00	48,170.00	51,830.00
100-3511-620	EVENT FEES	7,000.00	7,000.00	0.00	5,430.00	5,430.00	1,570.00
100-3512-620	ATHLETIC FEES	40,000.00	40,000.00	75.00	16,825.00	16,825.00	23,175.00
100-3513-620	CAMP FEES	15,000.00	15,000.00	0.00	505.00	505.00	14,495.00
100-3515-620	RECREATION FEES OTHER	1,000.00	1,000.00	0.00	200.00	200.00	800.00
100-3558-580	SANITATION USER FEES	575,508.00	575,508.00	48,426.47	287,972.49	287,972.49	287,535.51
100-3560-550	CEMETERY PLOT SALES	33,000.00	33,000.00	3,000.00	18,250.00	18,250.00	14,750.00
100-3580-000	CELLULAR RENTS	44,880.00	44,880.00	2,409.00	21,774.50	21,774.50	23,105.50
	GovType: 3500 - Sales and Services Total:	816,388.00	816,388.00	60,960.47	399,126.99	399,126.99	417,261.01
	GovType: 3700 - Investment earnings						
100-3710-000	INTEREST EARNINGS	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00
	GovType: 3700 - Investment earnings Total:	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00
	GovType: 3800 - Miscellaneous Revenues						
100-3802-000	MISCELLANEOUS GRANTS	5,000.00	5,000.00	0.00	100,000.00	100,000.00	-95,000.00
100-3810-000	MISCELLANEOUS REVENUES	15,000.00	65,000.00	50,006.00	77,284.02	77,284.02	-12,284.02
100-3811-000	CONTRIBUTIONS & DONATIONS	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
100-3811-620	DONATIONS - RECREATION	-2,000.00	-2,000.00	10.00	3,837.00	3,837.00	-5,837.00
100-3840-000	SALE OF FIXED ASSETS	17,000.00	17,000.00	6,050.00	15,975.00	15,975.00	1,025.00
100-3845-550	SALE OF MATERIALS	5,000.00	5,000.00	41,066.28	41,620.24	41,620.24	-36,620.24
100-3850-000	RENTAL INCOME	5,000.00	5,000.00	0.00	4,500.00	4,500.00	500.00
100-3880-000	REVENUE IN LIEU	0.00	0.00	197,290.00	197,290.00	197,290.00	-197,290.00
	GovType: 3800 - Miscellaneous Revenues Total:	48,000.00	98,000.00	294,422.28	440,506.26	440,506.26	-342,506.26
	GovType: 8500 - Proceeds of Debt						
100-3980-000	PROCEEDS OF DEBT	1,270,062.00	3,355,939.01	0.00	2,097,500.00	2,097,500.00	1,258,439.01
	GovType: 8500 - Proceeds of Debt Total:	1,270,062.00	3,355,939.01	0.00	2,097,500.00	2,097,500.00	1,258,439.01
	GovType: 9000 - Appropriated Fund Balance						
100-3990-000	APPROPRIATED FUND BALANCE	2,797,463.00	5,566,230.99	0.00	0.00	0.00	5,566,230.99
	GovType: 9000 - Appropriated Fund Balance Total:	2,797,463.00	5,566,230.99	0.00	0.00	0.00	5,566,230.99
	Revenue Total:	32,824,657.00	37,729,302.00	3,031,592.36	17,995,418.70	17,995,418.70	19,733,883.30
	Expense						
	Department: 4100 - City Council						
100-4100-030	PART-TIME SALARIES	60,096.00	60,096.00	4,541.67	27,250.02	27,250.02	32,845.98
100-4100-050	FICA	4,597.00	4,597.00	347.46	2,084.76	2,084.76	2,512.24
100-4100-060	GROUP INSURANCE CONTRIBUTION	327.00	327.00	0.00	139.40	139.40	187.60
100-4100-140	SCHOOLS & CONFERENCES	5,500.00	5,500.00	252.69	1,952.34	1,952.34	3,547.66
100-4100-330	DEPARTMENTAL SUPPLIES	1,350.00	1,350.00	0.00	15.00	15.00	1,335.00
	Department: 4100 - City Council Total:	71,870.00	71,870.00	5,141.82	31,441.52	31,441.52	40,428.48
	Department: 4200 - Administration						
100-4200-020	SALARIES & WAGES	905,174.00	905,174.00	104,052.94	432,924.23	432,924.23	472,249.77
100-4200-030	PART-TIME SALARIES	7,781.00	7,781.00	0.00	0.00	0.00	7,781.00
100-4200-035	OVERTIME SALARIES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
100-4200-039	LONGEVITY CONTRIBUTION	22,804.00	22,804.00	22,442.34	22,442.34	22,442.34	361.66
100-4200-045	CAR ALLOWANCE	3,692.00	3,692.00	423.69	1,835.99	1,835.99	1,856.01
100-4200-046	CELL PHONE STIPEND	1,620.00	1,620.00	45.00	270.00	270.00	1,350.00
100-4200-050	FICA	72,987.00	72,987.00	6,047.45	29,454.08	29,454.08	43,532.92
100-4200-060	GROUP INSURANCE CONTRIBUTION	67,032.00	67,032.00	5,627.68	35,325.84	35,325.84	31,706.16
100-4200-070	RETIREMENT CONTRIBUTION	220,962.00	220,962.00	29,536.63	109,528.13	109,528.13	111,433.87

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
100-4200-071	401K CONTRIBUTION	47,315.00	47,315.00	5,202.69	22,331.63	22,331.63	24,983.37
100-4200-099	INDIRECT TO WATER (CONTRA)	-368,773.00	-368,773.00	0.00	-85,018.01	-85,018.01	-283,754.99
100-4200-100	PROFESSIONAL SERVICES	292,944.00	295,069.00	32,260.35	85,926.46	159,227.46	135,841.54
100-4200-110	POSTAGE	1,200.00	1,200.00	61.21	124.42	124.42	1,075.58
100-4200-140	SCHOOLS & CONFERENCES	25,498.00	25,498.00	500.42	7,401.48	7,901.48	17,596.52
100-4200-260	ADVERTISING	8,500.00	8,500.00	1,542.68	2,624.02	5,000.00	3,500.00
100-4200-310	FUEL	700.00	700.00	0.00	27.84	350.00	350.00
100-4200-330	DEPARTMENTAL SUPPLIES	32,963.00	31,868.00	5,761.27	13,305.88	20,951.87	10,916.13
100-4200-340	TECHNOLOGY SERVICES & SUPPLIES	20,543.00	20,543.00	0.00	0.00	0.00	20,543.00
100-4200-342	TECHNOLOGY LICENSES	350.00	350.00	0.00	0.00	0.00	350.00
100-4200-344	VARIED SERVICES	6,372.00	6,622.00	0.00	1,138.00	1,138.00	5,484.00
100-4200-350	SOFTWARE LICENSES	0.00	1,260.00	0.00	195.00	260.00	1,000.00
100-4200-376	BOARDS AND COMMISSIONS	25,000.00	24,000.00	0.00	0.00	0.00	24,000.00
100-4200-390	SMALL EQUIPMENT	2,000.00	2,000.00	0.00	313.97	313.97	1,686.03
100-4200-450	MISCELLANEOUS	19,500.00	19,500.00	0.00	0.00	0.00	19,500.00
100-4200-530	DUES & SUBSCRIPTIONS	5,705.00	6,705.00	0.00	2,398.72	2,398.72	4,306.28
100-4200-570	SPECIAL ACTIVITIES	0.00	845.00	0.00	848.43	848.43	-3.43
Department: 4200 - Administration Total:		1,426,869.00	1,430,254.00	213,504.35	683,398.45	767,608.58	662,645.42
Department: 4400 - Finance							
100-4400-020	SALARIES & WAGES	458,054.00	458,054.00	44,776.17	187,391.50	187,391.50	270,662.50
100-4400-030	PART-TIME SALARIES	13,192.00	13,192.00	980.14	4,128.46	4,128.46	9,063.54
100-4400-035	OVERTIME SALARIES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
100-4400-039	LONGEVITY CONTRIBUTION	8,099.00	8,099.00	5,634.84	5,634.84	5,634.84	2,464.16
100-4400-046	CELL PHONE STIPEND	2,700.00	2,700.00	225.00	1,260.00	1,260.00	1,440.00
100-4400-050	FICA	37,259.00	37,259.00	3,841.71	15,026.72	15,026.72	22,232.28
100-4400-060	GROUP INSURANCE CONTRIBUTION	57,456.00	57,456.00	4,031.68	25,010.89	25,010.89	32,445.11
100-4400-070	RETIREMENT CONTRIBUTION	110,645.00	110,645.00	11,770.97	46,511.18	46,511.18	64,133.82
100-4400-071	401K CONTRIBUTION	23,693.00	23,693.00	2,238.81	9,677.84	9,677.84	14,015.16
100-4400-099	INDIRECT TO UTILITY (CONTRA)	-244,196.00	-244,196.00	0.00	-50,017.09	-50,017.09	-194,178.91
100-4400-100	PROFESSIONAL SERVICES	94,644.00	94,644.00	48,200.00	51,667.25	87,159.25	7,484.75
100-4400-110	POSTAGE	9,010.00	9,010.00	623.39	1,390.12	6,708.51	2,301.49
100-4400-120	BANK CHARGES	0.00	1,000.00	175.81	600.45	600.45	399.55
100-4400-140	SCHOOLS & CONFERENCES	16,150.00	16,150.00	0.00	2,842.01	3,842.01	12,307.99
100-4400-260	ADVERTISING	1,000.00	0.00	0.00	0.00	0.00	0.00
100-4400-270	TAX COLLECTION FEE	108,000.00	108,000.00	4,155.92	61,117.05	61,117.05	46,882.95
100-4400-330	DEPARTMENTAL SUPPLIES	7,850.00	7,665.00	197.71	551.53	3,031.61	4,633.39
100-4400-340	TECHNOLOGY SERVICES & SUPPLIES	35,125.00	35,125.00	0.00	22,715.09	22,715.09	12,409.91
100-4400-390	SMALL EQUIPMENT	600.00	600.00	0.00	0.00	0.00	600.00
100-4400-391	SMALL EQUIPMENT MAINTENANCE	900.00	900.00	0.00	0.00	0.00	900.00
100-4400-450	MISCELLANEOUS	0.00	185.00	0.00	0.00	0.00	185.00
100-4400-530	DUES & SUBSCRIPTIONS	3,445.00	3,445.00	0.00	890.05	890.05	2,554.95
Department: 4400 - Finance Total:		748,626.00	748,626.00	126,852.15	386,397.89	430,688.36	317,937.64
Department: 4800 - IT							
100-4800-020	SALARIES & WAGES	200,488.00	200,488.00	23,168.30	95,906.68	95,906.68	104,581.32
100-4800-030	PART-TIME SALARIES	5,923.00	5,923.00	0.00	0.00	0.00	5,923.00
100-4800-035	OVERTIME SALARIES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
100-4800-039	LONGEVITY CONTRIBUTION	7,072.00	7,072.00	7,071.99	7,071.99	7,071.99	0.01
100-4800-046	CELL PHONE STIPEND	1,080.00	1,080.00	90.00	540.00	540.00	540.00
100-4800-050	FICA	16,797.00	16,797.00	2,288.11	7,958.85	7,958.85	8,838.15
100-4800-060	GROUP INSURANCE CONTRIBUTION	19,152.00	19,152.00	1,596.00	10,000.36	10,000.36	9,151.64
100-4800-070	RETIREMENT CONTRIBUTION	49,885.00	49,885.00	7,061.11	24,755.91	24,755.91	25,129.09
100-4800-071	401K CONTRIBUTION	10,682.00	10,682.00	1,158.42	4,947.45	4,947.45	5,734.55
100-4800-099	INDIRECT TO UTILITY (CONTRA)	-111,914.00	-111,914.00	0.00	-21,957.72	-21,957.72	-89,956.28
100-4800-100	PROFESSIONAL SERVICES	223,664.00	217,664.00	12,774.45	73,329.45	180,285.45	37,378.55
100-4800-140	SCHOOLS & CONFERENCES	9,500.00	9,500.00	0.00	0.00	1,995.00	7,505.00
100-4800-160	EQUIPMENT MAINTENANCE & REPAI	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00
100-4800-170	VEHICLE MAINTENANCE & REPAIRS	1,000.00	1,000.00	0.00	15.00	15.00	985.00
100-4800-310	FUEL	500.00	500.00	0.00	0.00	0.00	500.00
100-4800-330	DEPARTMENTAL SUPPLIES	13,400.00	13,400.00	0.00	2,269.44	2,269.44	11,130.56

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
100-4800-340	TECHNOLOGY SERVICES & SUPPLIES	187,532.00	190,332.00	23,033.25	94,779.72	173,657.81	16,674.19
100-4800-341	TELECOMMUNICATIONS	301,245.00	302,245.00	21,097.42	91,553.54	301,485.44	759.56
100-4800-342	TECHNOLOGY LICENSES	37,117.00	39,662.99	0.00	21,539.54	21,539.54	18,123.45
100-4800-344	VARIED SERVICES	3,240.00	5,240.00	100.00	1,565.97	3,991.20	1,248.80
100-4800-350	SOFTWARE LICENSING AND MAINT	368,172.00	376,172.00	16,893.95	157,608.79	215,452.95	160,719.05
100-4800-390	SMALL EQUIPMENT	107,640.00	102,925.72	9,470.38	23,338.64	40,796.98	62,128.74
100-4800-391	SMALL EQUIPMENT MAINTENANCE	40,400.00	40,400.00	14,129.70	22,588.35	36,426.33	3,973.67
100-4800-530	DUES & SUBSCRIPTIONS	700.00	700.00	0.00	40.00	40.00	660.00
100-4800-730	CAPITAL OUTLAY - OTHER	139,202.00	161,073.00	0.00	16,622.00	37,203.31	123,869.69
100-4800-750	CAPITAL OUTLAY - EQUIPMENT	15,924.00	38,101.00	8,929.00	25,603.00	38,100.90	0.10
Department: 4800 - IT Total:		1,663,401.00	1,713,080.71	148,862.08	660,076.96	1,182,482.87	530,597.84
Department: 4900 - Economic Development							
100-4900-455	INDUSTRIAL DEVELOPMENT	880,214.00	880,214.00	230,662.77	280,185.05	280,185.05	600,028.95
100-4900-684	ALAMANCE COUNTY CHAMBER OF C	20,000.00	20,000.00	0.00	10,000.00	20,000.00	0.00
Department: 4900 - Economic Development Total:		900,214.00	900,214.00	230,662.77	290,185.05	300,185.05	600,028.95
Department: 5100 - Police							
100-5100-020	SALARIES & WAGES	3,332,313.00	3,332,313.00	313,590.21	1,348,426.69	1,348,426.69	1,983,886.31
100-5100-030	PART-TIME SALARIES	32,265.00	32,265.00	3,217.47	13,747.37	13,747.37	18,517.63
100-5100-035	OVERTIME SALARIES	70,690.00	70,690.00	8,990.09	32,149.62	32,149.62	38,540.38
100-5100-036	ON-CALL	4,000.00	4,000.00	420.00	1,992.00	1,992.00	2,008.00
100-5100-038	TEMPORARY SALARIES	77,481.00	77,481.00	5,898.40	15,631.20	15,631.20	61,849.80
100-5100-039	LONGEVITY CONTRIBUTION	78,546.00	65,987.00	61,526.96	64,532.37	64,532.37	1,454.63
100-5100-042	BONUS PAYMENTS	78,000.00	78,000.00	0.00	0.00	0.00	78,000.00
100-5100-044	LEO SEPARATION ALLOWANCE	92,440.00	92,440.00	6,721.59	26,040.85	26,040.85	66,399.15
100-5100-046	CELL PHONE STIPEND	1,080.00	1,080.00	135.00	810.00	810.00	270.00
100-5100-050	FICA	297,650.00	297,650.00	30,284.49	116,893.63	116,893.63	180,756.37
100-5100-060	GROUP INSURANCE CONTRIBUTION	450,072.00	450,072.00	33,186.92	199,575.58	199,575.58	250,496.42
100-5100-070	RETIREMENT CONTRIBUTION	36,524.00	36,524.00	7,440.55	27,112.65	27,112.65	9,411.35
100-5100-071	401K CONTRIBUTION	179,780.00	179,780.00	16,810.67	73,214.17	73,214.17	106,565.83
100-5100-072	LEO RETIREMENT CONTRIBUTION	896,333.00	896,333.00	86,354.61	331,823.01	331,823.01	564,509.99
100-5100-100	PROFESSIONAL SERVICES	129,078.00	129,078.00	1,915.28	118,394.18	124,144.18	4,933.82
100-5100-110	POSTAGE	3,360.00	3,360.00	95.19	224.11	224.11	3,135.89
100-5100-130	UTILITIES	15,782.00	15,782.00	805.99	3,827.12	3,827.12	11,954.88
100-5100-140	SCHOOLS & CONFERENCES	29,500.00	28,500.00	0.00	21,926.93	21,926.93	6,573.07
100-5100-150	BUILDING & GROUNDS MAINTENANC	37,820.00	45,363.82	1,342.38	22,396.77	29,834.33	15,529.49
100-5100-170	VEHICLE MAINTENANCE & REPAIRS	91,206.00	91,206.00	5,666.82	55,466.00	85,995.77	5,210.23
100-5100-260	ADVERTISING	1,080.00	1,080.00	101.24	301.47	301.47	778.53
100-5100-310	FUEL	140,400.00	140,400.00	10,121.26	61,608.06	135,000.00	5,400.00
100-5100-330	DEPARTMENTAL SUPPLIES	74,628.00	70,638.00	3,334.58	14,552.49	36,088.23	34,549.77
100-5100-340	TECHNOLOGY SERVICES & SUPPLIES	93,399.00	93,399.00	0.00	1,549.42	87,446.42	5,952.58
100-5100-342	TECHNOLOGY LICENSES	56,638.00	56,638.00	3,234.33	26,874.12	47,160.23	9,477.77
100-5100-360	EMPLOYEE UNIFORMS & ACCESSORIE	45,000.00	45,000.00	5,476.97	15,164.15	44,416.87	583.13
100-5100-390	SMALL EQUIPMENT	0.00	340.00	338.00	787.97	787.97	-447.97
100-5100-391	SMALL EQUIPMENT MAINENANCE	0.00	1,490.00	0.00	0.00	0.00	1,490.00
100-5100-450	MISCELLANEOUS	0.00	656.00	0.00	731.00	731.00	-75.00
100-5100-451	INVESTIGATIONS	5,000.00	1,004.00	0.00	399.99	399.99	604.01
100-5100-456	PUBLIC EDUCATION SUPPLIES & MAT	9,080.00	9,080.00	0.00	3,103.82	3,103.82	5,976.18
100-5100-530	DUES & SUBSCRIPTIONS	5,470.00	6,470.00	0.00	-4.53	4,590.47	1,879.53
100-5100-570	SPECIAL ACTIVITIES	2,000.00	4,500.00	0.00	1,392.24	1,392.24	3,107.76
100-5100-683	PET ADOPTION CENTER SUBSIDY	99,316.00	99,316.00	0.00	88,685.00	88,685.00	10,631.00
100-5100-730	CAPITAL OUTLAY - OTHER	0.00	12,500.00	0.00	0.00	12,500.00	0.00
100-5100-740	CAPITAL OUTLAY - VEHICLES	413,058.00	449,220.20	0.00	349,520.82	448,797.60	422.60
100-5100-750	CAPITAL OUTLAY - EQUIPMENT	0.00	12,559.00	0.00	0.00	11,965.00	594.00
Department: 5100 - Police Total:		6,878,989.00	6,932,195.02	607,009.00	3,038,850.27	3,441,267.89	3,490,927.13
Department: 5300 - Fire							
100-5300-020	SALARIES & WAGES	2,360,208.00	2,292,104.00	309,907.98	1,102,806.71	1,102,806.71	1,189,297.29
100-5300-030	PART-TIME SALARIES	70,452.00	51,452.00	6,680.00	25,964.29	25,964.29	25,487.71
100-5300-035	OVERTIME SALARIES	95,419.00	95,419.00	27,844.96	88,639.72	88,639.72	6,779.28

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
100-5300-039	LONGEVITY CONTRIBUTION	57,076.00	54,454.00	54,453.80	54,453.80	54,453.80	0.20
100-5300-041	VOLUNTEER REIMBURSEMENTS	27,016.00	14,016.00	7,063.00	7,063.00	7,063.00	6,953.00
100-5300-044	FIRE SEPARATION ALLOWANCE	35,355.00	18,798.00	0.00	0.00	0.00	18,798.00
100-5300-046	CELL PHONE STIPEND	5,940.00	5,940.00	405.00	2,655.00	2,655.00	3,285.00
100-5300-050	FICA	212,194.00	203,194.00	28,168.55	98,324.16	98,324.16	104,869.84
100-5300-060	GROUP INSURANCE CONTRIBUTION	452,466.00	450,135.00	28,367.11	175,291.23	175,291.23	274,843.77
100-5300-061	FRATERNAL INSURANCE CONTRIBUTI	10,900.00	900.00	858.42	858.42	858.42	41.58
100-5300-070	RETIREMENT CONTRIBUTION	624,919.00	624,919.00	83,610.90	293,218.59	293,218.59	331,700.41
100-5300-071	401K CONTRIBUTION	133,785.00	133,785.00	15,642.95	61,586.67	61,586.67	72,198.33
100-5300-072	FIRE RETIREMENT CONTRIBUTION	4,905.00	4,905.00	4,000.00	4,000.00	4,000.00	905.00
100-5300-095	PENSION EXPENSE	62,784.00	62,784.00	0.00	0.00	0.00	62,784.00
100-5300-100	PROFESSIONAL SERVICES	30,000.00	30,000.00	26,650.00	27,995.25	30,000.00	0.00
100-5300-110	POSTAGE	3,700.00	3,700.00	54.18	215.35	215.35	3,484.65
100-5300-120	BANK CHARGES	1,600.00	1,600.00	21.62	162.82	162.82	1,437.18
100-5300-130	UTILITIES	40,620.00	40,620.00	2,673.75	13,191.75	13,191.75	27,428.25
100-5300-140	SCHOOLS & CONFERENCES	25,000.00	27,400.00	1,780.36	9,807.60	13,707.60	13,692.40
100-5300-150	BUILDING & GROUNDS MAINTENANC	26,653.00	26,653.00	1,520.54	12,590.96	21,076.90	5,576.10
100-5300-160	EQUIPMENT MAINTENANCE & REPAI	9,400.00	9,400.00	195.64	2,961.80	2,961.80	6,438.20
100-5300-170	VEHICLE MAINTENANCE & REPAIRS	85,000.00	195,179.00	856.74	64,990.77	92,204.62	102,974.38
100-5300-310	FUEL	56,605.00	56,605.00	4,603.56	22,810.68	51,650.40	4,954.60
100-5300-330	DEPARTMENTAL SUPPLIES	44,800.00	32,600.00	1,882.14	14,602.58	18,201.74	14,398.26
100-5300-333	EMT EQUIPMENT	17,488.00	17,488.00	1,091.83	8,188.77	12,274.16	5,213.84
100-5300-340	TECHNOLOGY SERVICES & SUPPLIES	2,200.00	38,236.00	0.00	532.18	36,568.18	1,667.82
100-5300-342	TECHNOLOGY LICENSES	20,016.00	20,016.00	2,700.00	17,941.61	17,941.61	2,074.39
100-5300-360	EMPLOYEE UNIFORMS & ACCESSORIE	79,050.00	79,050.00	1,454.40	12,246.26	26,701.28	52,348.72
100-5300-390	SMALL EQUIPMENT	66,800.00	69,000.00	9,686.38	20,938.92	24,669.56	44,330.44
100-5300-391	SMALL EQUIPMENT MAINTENANCE	13,640.00	16,980.33	0.00	4,567.21	10,147.21	6,833.12
100-5300-450	MISCELLANEOUS	0.00	200.00	0.00	169.05	169.05	30.95
100-5300-451	INVESTIGATIONS	4,478.00	2,478.00	0.00	705.26	705.26	1,772.74
100-5300-456	PUBLIC EDUCATION SUPPLIES & MAT	5,000.00	5,000.00	0.00	2,152.98	2,152.98	2,847.02
100-5300-530	DUES & SUBSCRIPTIONS	8,147.00	8,147.00	16.00	2,214.52	2,214.52	5,932.48
100-5300-570	SPECIAL ACTIVITIES	13,500.00	13,500.00	4,152.76	9,209.52	9,209.52	4,290.48
100-5300-720	CAPITAL OUTLAY - BUILDINGS	26,524.00	57,487.75	15,559.27	36,523.02	45,491.77	11,995.98
100-5300-730	CAPITAL OUTLAY - OTHER	68,271.00	90,720.00	40,140.00	40,140.00	86,295.00	4,425.00
100-5300-740	CAPITAL OUTLAY - VEHICLES	89,554.00	2,189,431.01	0.00	93,107.46	2,188,898.75	532.26
100-5300-750	CAPITAL OUTLAY - EQUIPMENT	80,000.00	85,786.00	0.00	0.00	85,785.25	0.75
Department: 5300 - Fire Total:		4,971,465.00	7,130,082.09	682,041.84	2,332,827.91	4,707,458.67	2,422,623.42
Department: 5400 - Planning							
100-5400-020	SALARIES & WAGES	216,960.00	216,960.00	23,824.47	99,059.36	99,059.36	117,900.64
100-5400-030	PART-TIME SALARIES	29,248.00	29,248.00	2,340.48	9,578.16	9,578.16	19,669.84
100-5400-035	OVERTIME SALARIES	5,430.00	5,430.00	0.00	0.00	0.00	5,430.00
100-5400-039	LONGEVITY CONTRIBUTION	2,276.00	2,276.00	2,064.79	2,064.79	2,064.79	211.21
100-5400-046	CELL PHONE STIPEND	1,620.00	1,620.00	45.00	270.00	270.00	1,350.00
100-5400-050	FICA	19,549.00	19,549.00	2,162.99	8,727.46	8,727.46	10,821.54
100-5400-060	GROUP INSURANCE CONTRIBUTION	28,728.00	28,728.00	2,394.00	14,813.12	14,813.12	13,914.88
100-5400-070	RETIREMENT CONTRIBUTION	52,838.00	52,838.00	6,045.13	24,339.23	24,339.23	28,498.77
100-5400-071	401K CONTRIBUTION	11,315.00	11,315.00	1,191.21	5,108.50	5,108.50	6,206.50
100-5400-099	INDIRECT TO UTILITY (CONTRA)	-51,495.00	-51,495.00	0.00	-12,235.19	-12,235.19	-39,259.81
100-5400-100	PROFESSIONAL SERVICES	220,000.00	229,416.35	-4,144.83	-1,731.20	37,151.52	192,264.83
100-5400-110	POSTAGE	1,000.00	1,000.00	202.86	330.75	330.75	669.25
100-5400-140	SCHOOLS & CONFERENCES	9,310.00	9,310.00	0.00	1,730.97	2,730.97	6,579.03
100-5400-150	BUILDING & GROUNDS MAINTENANC	13,354.00	14,354.00	931.11	6,456.99	13,597.44	756.56
100-5400-160	EQUIPMENT MAINTENANCE & REPAI	875.00	875.00	0.00	0.00	0.00	875.00
100-5400-260	ADVERTISING	13,750.00	13,750.00	742.57	2,130.22	7,156.96	6,593.04
100-5400-310	FUEL	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00
100-5400-330	DEPARTMENTAL SUPPLIES	7,000.00	6,000.00	0.00	1,502.39	2,002.39	3,997.61
100-5400-340	TECHNOLOGY SERVICES & SUPPLIES	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
100-5400-344	VARIED SERVICES	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00
100-5400-360	EMPLOYEE UNIFORMS & ACCESSORIE	500.00	500.00	0.00	0.00	0.00	500.00

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
100-5400-530	DUES & SUBSCRIPTIONS	10,185.00	10,185.00	0.00	7,662.00	8,590.00	1,595.00
	Department: 5400 - Planning Total:	597,343.00	606,759.35	37,799.78	169,807.55	223,285.46	383,473.89
	Department: 5410 - Main Street Program						
100-5410-375	DOWNTOWN FACADE CITY GRANTS	0.00	6,297.28	0.00	6,297.28	6,297.28	0.00
	Department: 5410 - Main Street Program Total:	0.00	6,297.28	0.00	6,297.28	6,297.28	0.00
	Department: 5440 - Inspections						
100-5440-020	SALARIES & WAGES	512,466.00	512,466.00	58,491.13	242,296.24	242,296.24	270,169.76
100-5440-030	PART-TIME SALARIES	59,817.00	59,817.00	0.00	0.00	0.00	59,817.00
100-5440-035	OVERTIME SALARIES	5,868.00	5,868.00	73.51	73.51	73.51	5,794.49
100-5440-039	LONGEVITY CONTRIBUTION	11,835.00	11,835.00	11,961.80	11,961.80	11,961.80	-126.80
100-5440-046	CELL PHONE STIPEND	3,240.00	3,240.00	225.00	1,350.00	1,350.00	1,890.00
100-5440-050	FICA	45,382.00	45,382.00	5,227.54	19,037.66	19,037.66	26,344.34
100-5440-060	GROUP INSURANCE CONTRIBUTION	67,032.00	67,032.00	5,667.86	35,071.27	35,071.27	31,960.73
100-5440-070	RETIREMENT CONTRIBUTION	124,551.00	124,551.00	16,467.91	61,180.31	61,180.31	63,370.69
100-5440-071	401K CONTRIBUTION	26,671.00	26,671.00	2,928.26	12,502.66	12,502.66	14,168.34
100-5440-099	INDIRECT TO UTILITY (CONTRA)	-37,429.00	-37,429.00	0.00	-8,727.05	-8,727.05	-28,701.95
100-5440-100	PROFESSIONAL SERVICES	8,800.00	10,800.00	26.00	5,148.50	6,026.00	4,774.00
100-5440-110	POSTAGE	440.00	1,440.00	56.22	849.70	849.70	590.30
100-5440-120	BANK CHARGES	45,000.00	45,000.00	3,001.82	14,417.39	14,417.39	30,582.61
100-5440-140	SCHOOLS & CONFERENCES	11,650.00	10,650.00	0.00	1,121.53	2,121.53	8,528.47
100-5440-170	VEHICLE MAINTENANCE & REPAIRS	8,400.00	8,400.00	0.00	537.12	537.12	7,862.88
100-5440-310	FUEL	7,500.00	7,500.00	350.97	1,986.92	6,500.00	1,000.00
100-5440-330	DEPARTMENTAL SUPPLIES	20,900.00	18,900.00	267.55	12,662.88	18,661.52	238.48
100-5440-340	TECHNOLOGY SERVICES & SUPPLIES	1,500.00	12,791.48	0.00	8,809.22	8,999.22	3,792.26
100-5440-360	EMPLOYEE UNIFORMS & ACCESSORIE	2,000.00	2,000.00	0.00	1,326.75	2,000.00	0.00
100-5440-530	DUES & SUBSCRIPTIONS	660.00	660.00	0.00	0.00	0.00	660.00
100-5440-740	CAPITAL OUTLAY - VEHICLES	35,000.00	35,000.00	0.00	0.00	26,551.64	8,448.36
	Department: 5440 - Inspections Total:	961,283.00	972,574.48	104,745.57	421,606.41	461,410.52	511,163.96
	Department: 5480 - Engineering						
100-5480-101	PROFESSIONAL SERVICES - POWELL BI	96,500.00	96,500.00	0.00	15,803.25	96,500.00	0.00
100-5480-102	CITY ENGINEER	95,500.00	95,500.00	0.00	60,577.50	95,500.00	0.00
100-5480-103	TECHNICAL REVIEW	22,000.00	22,000.00	0.00	13,601.62	22,000.00	0.00
100-5480-104	CONSTRUCTION INSPECTION	90,000.00	90,000.00	0.00	30,852.98	90,000.00	0.00
100-5480-105	DEPT ENGINEERING SERVICES	68,500.00	68,500.00	0.00	12,248.32	68,500.00	0.00
100-5480-106	STORMWATER ENGINEERING	73,000.00	73,000.00	0.00	28,190.05	73,000.00	0.00
	Department: 5480 - Engineering Total:	445,500.00	445,500.00	0.00	161,273.72	445,500.00	0.00
	Department: 5500 - Public Works						
100-5500-020	SALARIES & WAGES	677,020.00	651,020.00	61,170.82	250,384.55	250,384.55	400,635.45
100-5500-030	PART-TIME SALARIES	44,522.00	44,522.00	0.00	960.00	960.00	43,562.00
100-5500-035	OVERTIME SALARIES	26,226.00	26,226.00	778.02	1,658.33	1,658.33	24,567.67
100-5500-039	LONGEVITY CONTRIBUTION	10,104.00	10,104.00	5,538.03	5,538.03	5,538.03	4,565.97
100-5500-046	CELL PHONE STIPEND	1,620.00	1,620.00	90.00	540.00	540.00	1,080.00
100-5500-050	FICA	61,245.00	61,245.00	5,105.28	20,095.39	20,095.39	41,149.61
100-5500-060	GROUP INSURANCE CONTRIBUTION	134,064.00	134,064.00	8,011.30	48,200.14	48,200.14	85,863.86
100-5500-070	RETIREMENT CONTRIBUTION	179,010.00	179,010.00	15,758.19	62,164.12	62,164.12	116,845.88
100-5500-071	401K CONTRIBUTION	37,691.00	37,691.00	2,798.11	11,748.00	11,748.00	25,943.00
100-5500-099	INDIRECT TO UTILITY (CONTRA)	-71,949.00	-71,949.00	0.00	-20,537.87	-20,537.87	-51,411.13
100-5500-100	PROFESSIONAL SERVICES	30,000.00	52,500.00	0.00	625.00	38,400.00	14,100.00
100-5500-110	POSTAGE	3,000.00	3,000.00	1.89	3.78	3.78	2,996.22
100-5500-120	BANK CHARGES	0.00	0.00	1.54	123.79	123.79	-123.79
100-5500-130	UTILITIES	229,889.00	229,889.00	22,326.44	86,492.77	86,492.77	143,396.23
100-5500-140	SCHOOLS & CONFERENCES	28,800.00	28,800.00	3,552.00	6,458.12	8,138.12	20,661.88
100-5500-150	BUILDING & GROUNDS MAINTENANC	61,392.00	55,634.11	1,839.76	20,953.14	34,484.92	21,149.19
100-5500-151	SIDEWALK MAINTENANCE & REPAIR	44,500.00	44,500.00	14,440.84	14,573.42	15,700.00	28,800.00
100-5500-152	STORM SEWER & DRIVEWAY PIPE MA	42,000.00	76,500.00	199.80	372.78	4,114.00	72,386.00
100-5500-153	STREET MAINTENANCE & REPAIR	898,000.00	898,000.00	213.42	8,084.46	781,276.54	116,723.46
100-5500-160	EQUIPMENT MAINTENANCE & REPAI	19,000.00	19,000.00	322.05	6,206.56	7,738.11	11,261.89
100-5500-170	VEHICLE MAINTENANCE & REPAIRS	44,910.00	44,910.00	0.00	351.91	351.91	44,558.09

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
100-5500-310	FUEL	40,000.00	40,000.00	2,765.02	12,337.93	37,500.00	2,500.00
100-5500-330	DEPARTMENTAL SUPPLIES	39,500.00	39,500.00	3,656.58	10,924.51	23,814.23	15,685.77
100-5500-340	TECHNOLOGY SERVICES & SUPPLIES	10,800.00	10,800.00	0.00	0.00	0.00	10,800.00
100-5500-342	TECHNOLOGY LICENSES	2,500.00	4,499.00	0.00	0.00	1,999.00	2,500.00
100-5500-360	EMPLOYEE UNIFORMS & ACCESSORIE	15,640.00	15,640.00	907.01	4,790.86	10,270.94	5,369.06
100-5500-390	SMALL EQUIPMENT	9,400.00	4,500.00	0.00	3,053.97	3,053.97	1,446.03
100-5500-391	SMALL EQUIPMENT MAINTENANCE	750.00	750.00	0.00	0.00	0.00	750.00
100-5500-530	DUES & SUBSCRIPTIONS	4,504.00	4,504.00	0.00	-439.00	-439.00	4,943.00
100-5500-710	CAPITAL OUTLAY - LAND	0.00	227,500.00	220,753.53	221,253.53	442,007.06	-214,507.06
100-5500-720	CAPITAL OUTLAY - BUILDING	109,300.00	109,300.00	0.00	0.00	0.00	109,300.00
100-5500-730	CAPITAL OUTLAY - OTHER	330,000.00	624,543.11	0.00	90,732.75	331,462.11	293,081.00
100-5500-740	CAPITAL OUTLAY - VEHICLES	145,400.00	87,633.00	0.00	78,913.50	81,137.70	6,495.30
100-5500-750	CAPITAL OUTLAY - EQUIPMENT	95,600.00	100,500.00	0.00	93,474.42	93,474.42	7,025.58
Department: 5500 - Public Works Total:		3,304,438.00	3,795,955.22	370,229.63	1,040,038.89	2,381,855.06	1,414,100.16
Department: 5700 - Public Facilities							
100-5700-020	SALARIES & WAGES	349,409.00	341,096.00	32,916.27	127,539.85	127,539.85	213,556.15
100-5700-030	PART-TIME SALARIES	45,000.00	45,000.00	2,590.27	15,614.99	15,614.99	29,385.01
100-5700-035	OVERTIME SALARIES	5,676.00	5,676.00	961.81	1,143.19	1,143.19	4,532.81
100-5700-039	LONGEVITY CONTRIBUTION	5,378.00	5,378.00	5,611.06	5,611.06	5,611.06	-233.06
100-5700-046	CELL PHONE STIPEND	1,620.00	1,620.00	135.00	810.00	810.00	810.00
100-5700-050	FICA	31,142.00	31,142.00	3,206.50	11,673.75	11,673.75	19,468.25
100-5700-060	GROUP INSURANCE CONTRIBUTION	57,456.00	57,456.00	5,186.72	26,803.36	26,803.36	30,652.64
100-5700-070	RETIREMENT CONTRIBUTION	84,547.00	84,547.00	9,220.69	32,334.58	32,334.58	52,212.42
100-5700-071	401K CONTRIBUTION	18,106.00	18,106.00	1,693.89	6,643.25	6,643.25	11,462.75
100-5700-099	INDIRECT TO UTILITY (CONTRA)	-30,131.00	-30,131.00	0.00	-3,750.32	-3,750.32	-26,380.68
100-5700-130	UTILITIES	30,200.00	30,200.00	1,749.96	8,317.94	8,317.94	21,882.06
100-5700-140	SCHOOLS & CONFERENCES	1,730.00	1,730.00	0.00	0.00	0.00	1,730.00
100-5700-150	BUILDING & GROUNDS MAINTENANC	42,950.00	90,509.00	2,070.82	13,179.02	82,319.28	8,189.72
100-5700-154	LAKE & MARINA MAINT & OPERATIO	190,995.00	190,995.00	9,795.53	25,657.41	25,657.41	165,337.59
100-5700-155	LIBRARY MAINTENANCE & REPAIRS	82,800.00	94,707.98	13,618.86	34,412.02	52,974.60	41,733.38
100-5700-156	GROUNDS MAINTENANCE	208,300.00	208,300.00	19,709.00	60,762.49	133,531.23	74,768.77
100-5700-160	EQUIPMENT MAINTENANCE & REPAI	0.00	1,000.00	0.00	5.49	5.49	994.51
100-5700-310	FUEL	3,000.00	3,000.00	241.47	829.22	1,000.00	2,000.00
100-5700-330	DEPARTMENTAL SUPPLIES	14,250.00	14,250.00	67.31	2,357.71	8,968.55	5,281.45
100-5700-335	SIGNAGE AND BRANDING	22,000.00	27,628.39	0.00	0.00	5,628.39	22,000.00
100-5700-342	TECHNOLOGY LICENSES	750.00	750.00	0.00	0.00	0.00	750.00
100-5700-360	EMPLOYEE UNIFORMS & ACCESSORIE	5,500.00	5,500.00	0.00	0.00	511.00	4,989.00
100-5700-400	FACILITY RENTAL	4,800.00	3,800.00	0.00	0.00	0.00	3,800.00
100-5700-720	CAPITAL OUTLAY - BUILDINGS	17,250.00	0.00	0.00	0.00	0.00	0.00
100-5700-730	CAPITAL OUTLAY - OTHER	21,000.00	23,350.00	21,231.00	21,231.00	21,231.00	2,119.00
100-5700-750	CAPITAL OUTLAY - EQUIPMENT	48,600.00	48,600.00	0.00	16,765.00	40,979.84	7,620.16
100-5700-754	CAPITAL OUTLAY - LIBRARY	9,250.00	11,928.00	0.00	0.00	11,095.13	832.87
Department: 5700 - Public Facilities Total:		1,271,578.00	1,316,138.37	130,006.16	407,941.01	616,643.57	699,494.80
Department: 5800 - Sanitation							
100-5800-020	SALARIES & WAGES	409,070.00	372,070.00	43,041.38	177,869.70	177,869.70	194,200.30
100-5800-035	OVERTIME SALARIES	7,198.00	7,198.00	819.82	1,040.02	1,040.02	6,157.98
100-5800-039	LONGEVITY CONTRIBUTION	7,872.00	7,872.00	7,299.02	7,662.87	7,662.87	209.13
100-5800-046	CELL PHONE STIPEND	540.00	540.00	45.00	270.00	270.00	270.00
100-5800-050	FICA	32,449.00	32,449.00	3,903.09	14,643.89	14,643.89	17,805.11
100-5800-060	GROUP INSURANCE CONTRIBUTION	76,608.00	76,608.00	6,384.00	39,948.22	39,948.22	36,659.78
100-5800-070	RETIREMENT CONTRIBUTION	99,163.00	99,163.00	11,945.91	44,893.18	44,893.18	54,269.82
100-5800-071	401K CONTRIBUTION	21,234.00	21,234.00	2,193.05	9,248.15	9,248.15	11,985.85
100-5800-110	POSTAGE	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00
100-5800-160	EQUIPMENT MAINTENANCE & REPAI	7,500.00	7,500.00	0.00	182.02	182.02	7,317.98
100-5800-170	VEHICLE MAINTENANCE & REPAIRS	175,000.00	177,091.78	8,689.15	41,602.01	156,908.59	20,183.19
100-5800-310	FUEL	94,500.00	94,500.00	6,517.11	36,061.53	79,996.50	14,503.50
100-5800-330	DEPARTMENTAL SUPPLIES	19,250.00	19,250.00	23.71	703.54	1,438.91	17,811.09
100-5800-331	ROLL-OUT GARBAGE CANS	50,000.00	50,000.00	0.00	46,778.70	46,778.70	3,221.30
100-5800-360	EMPLOYEE UNIFORMS & ACCESSORIE	8,270.00	8,270.00	391.15	2,210.04	4,722.06	3,547.94

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
100-5800-420	MATERIAL HAULING & DISPOSAL	640,000.00	703,000.00	54,098.58	286,480.27	594,000.00	109,000.00
100-5800-530	DUES & SUBSCRIPTIONS	864.00	864.00	0.00	0.00	0.00	864.00
100-5800-740	CAPITAL OUTLAY - VEHICLES	525,150.00	885,268.00	0.00	730,455.44	884,091.64	1,176.36
100-5800-750	CAPITAL OUTLAY - EQUIPMENT	0.00	9,100.00	0.00	0.00	8,499.00	601.00
	Department: 5800 - Sanitation Total:	2,178,668.00	2,575,977.78	145,350.97	1,440,049.58	2,072,193.45	503,784.33
	Department: 6200 - Recreation and Parks						
100-6200-020	SALARIES & WAGES	689,970.00	700,970.00	78,499.63	321,109.22	321,109.22	379,860.78
100-6200-030	PART-TIME SALARIES	171,284.00	171,284.00	13,654.20	79,008.54	79,008.54	92,275.46
100-6200-035	OVERTIME SALARIES	20,000.00	20,000.00	1,625.05	5,436.98	5,436.98	14,563.02
100-6200-039	LONGEVITY CONTRIBUTION	19,868.00	19,868.00	18,028.98	19,674.00	19,674.00	194.00
100-6200-045	CAR ALLOWANCE	3,692.00	3,692.00	423.69	1,835.99	1,835.99	1,856.01
100-6200-046	CELL PHONE STIPEND	540.00	1,540.00	135.00	810.00	810.00	730.00
100-6200-050	FICA	69,260.00	69,260.00	8,582.46	33,874.90	33,874.90	35,385.10
100-6200-060	GROUP INSURANCE CONTRIBUTION	95,760.00	95,760.00	7,980.00	49,350.44	49,350.44	46,409.56
100-6200-070	RETIREMENT CONTRIBUTION	171,406.00	171,406.00	22,918.86	84,577.96	84,577.96	86,828.04
100-6200-071	401K CONTRIBUTION	36,704.00	36,704.00	4,006.23	17,209.58	17,209.58	19,494.42
100-6200-100	PROFESSIONAL SERVICES	75,000.00	45,357.15	7,742.00	15,770.70	45,357.15	0.00
100-6200-110	POSTAGE	300.00	300.00	66.78	67.41	67.41	232.59
100-6200-120	BANK CHARGES	7,000.00	7,000.00	648.22	3,868.59	3,868.59	3,131.41
100-6200-130	UTILITIES	90,420.00	84,420.00	5,697.41	25,359.12	25,359.12	59,060.88
100-6200-131	BALLFIELD LIGHTS	46,500.00	40,500.00	3,447.52	9,820.53	9,820.53	30,679.47
100-6200-140	SCHOOLS & CONFERENCES	17,550.00	17,550.00	424.00	5,525.38	5,525.38	12,024.62
100-6200-150	BUILDING & GROUNDS MAINTENANC	247,000.00	242,994.63	32,910.09	94,436.80	192,594.79	50,399.84
100-6200-160	EQUIPMENT MAINTENANCE & REPAI	14,700.00	14,700.00	78.71	2,094.23	2,094.23	12,605.77
100-6200-170	VEHICLE MAINTENANCE & REPAIRS	13,350.00	13,350.00	0.00	377.67	1,350.39	11,999.61
100-6200-265	SOCIAL MEDIA & MARKETING	15,700.00	15,700.00	1,260.84	3,462.44	9,151.61	6,548.39
100-6200-310	FUEL	38,300.00	38,300.00	2,105.80	8,604.68	33,300.00	5,000.00
100-6200-330	DEPARTMENTAL SUPPLIES	50,000.00	50,000.00	1,460.10	11,762.47	35,209.21	14,790.79
100-6200-332	ATHLETIC PROGRAMS	81,750.00	77,365.37	7,713.33	18,482.86	49,577.87	27,787.50
100-6200-340	TECHNOLOGY SERVICES & SUPPLIES	0.00	0.00	0.00	267.04	267.04	-267.04
100-6200-342	TECHNOLOGY LICENSES	12,315.00	12,315.00	0.00	7,281.32	10,644.73	1,670.27
100-6200-344	VARIED SERVICES	5,500.00	7,000.00	392.00	3,738.10	5,570.70	1,429.30
100-6200-360	EMPLOYEE UNIFORMS & ACCESSORIE	4,360.00	4,360.00	106.74	2,625.33	2,625.33	1,734.67
100-6200-390	SMALL EQUIPMENT	21,200.00	38,976.84	3,774.70	19,183.13	20,183.13	18,793.71
100-6200-420	MATERIAL HAULING & DISPOSAL	4,750.00	4,750.00	383.62	1,534.01	4,750.00	0.00
100-6200-530	DUES & SUBSCRIPTIONS	6,200.00	6,200.00	0.00	911.99	911.99	5,288.01
100-6200-570	SPECIAL ACTIVITIES	126,000.00	123,807.39	13,880.55	40,659.02	44,757.96	79,049.43
100-6200-571	CAMPS	19,850.00	23,693.00	0.00	14,802.92	14,802.92	8,890.08
100-6200-720	CAPITAL OUTLAY - BUILDINGS	22,500.00	111,568.05	39,595.85	66,768.04	100,611.71	10,956.34
100-6200-730	CAPITAL OUTLAY - OTHER	480,000.00	600,000.00	0.00	17,523.75	44,000.00	556,000.00
100-6200-744	LEBANON RD/LAKE MICHAEL CONNE	375,000.00	604,338.03	46,986.67	130,162.42	604,338.03	0.00
100-6200-750	CAPITAL OUTLAY - EQUIPMENT	40,000.00	33,468.00	0.00	0.00	0.00	33,468.00
	Department: 6200 - Recreation and Parks Total:	3,093,729.00	3,508,497.46	324,529.03	1,117,977.56	1,879,627.43	1,628,870.03
	Department: 9000 - Non-Departmental						
100-9000-060	GROUP INSURANCE CONTRIBUTION	150,173.00	150,173.00	21,240.30	14,859.35	38,078.96	112,094.04
100-9000-080	UNEMPLOYMENT INSURANCE CONTR	20,000.00	20,000.00	13,825.83	13,825.83	13,825.83	6,174.17
100-9000-334	TRAIN COLLECTION EXPENSES	10,000.00	10,000.00	1,637.66	1,637.66	1,637.66	8,362.34
100-9000-375	DOWNTOWN FACADE GRANT PROGR	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00
100-9000-450	MISCELLANEOUS	0.00	10,000.00	0.00	7,500.00	7,500.00	2,500.00
100-9000-530	DUES & SUBSCRIPTIONS	27,450.00	27,450.00	0.00	23,477.00	23,477.00	3,973.00
100-9000-540	PROPERTY & GENERAL LIABILITY IN	489,232.00	490,232.00	2,508.75	402,634.40	440,888.20	49,343.80
100-9000-570	SPECIAL ACTIVITIES	13,000.00	13,000.00	0.00	70.09	70.09	12,929.91
100-9000-680	ALAMANCE COUNTY ARTS COUNCIL S	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
100-9000-681	ACTA SUBSIDY	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00
100-9000-682	MEBANE HISTORICAL MUSEUM SUBS	43,700.00	43,700.00	0.00	21,850.00	43,700.00	0.00
100-9000-685	UNITED WAY DONATION	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00
100-9000-686	DOWNTOWN MEBANE DEVELOPMEN	100,000.00	100,000.00	0.00	50,000.00	100,000.00	0.00
100-9000-687	ALAMANCE COUNTY VISITORS BUREA	9,500.00	9,500.00	0.00	0.00	0.00	9,500.00
100-9000-900	CONTINGENCY	500,000.00	478,650.24	0.00	0.00	0.00	478,650.24

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
100-9000-978	TRANSFER TO CAPITAL PROJECT ORDI	0.00	1,274,946.00	0.00	1,274,946.00	1,274,946.00	0.00
	Department: 9000 - Non-Departmental Total:	1,434,555.00	2,699,151.24	39,212.54	1,815,800.33	1,965,623.74	733,527.50
	Department: 9001 - Debt Service						
100-9001-811	PRINCIPAL - FY 22-23 FIRE ENGINE PE	104,000.00	104,000.00	0.00	0.00	0.00	104,000.00
100-9001-812	PRINCIPAL - FY 22-23 ROLLING STOCK	174,879.00	174,879.00	0.00	85,784.67	85,784.67	89,094.33
100-9001-814	PRINCIPAL - FIRE TRUCK ORDERED M	164,980.00	164,980.00	0.00	0.00	0.00	164,980.00
100-9001-817	PRINCIPAL - FY24 ROLLING STOCK	254,013.00	254,013.00	0.00	0.00	0.00	254,013.00
100-9001-818	PRINCIPAL - FIRE STATION BB&T	173,334.00	173,334.00	0.00	86,666.67	86,666.67	86,667.33
100-9001-820	PRINCIPAL - NEW PARK	388,668.00	388,668.00	0.00	194,333.33	194,333.33	194,334.67
100-9001-821	PRINCIPAL - FIRE TRUCK 2017	104,000.00	104,000.00	0.00	46,833.00	46,833.00	57,167.00
100-9001-823	PRINCIPAL - POLICE VEHICLES 2019	53,294.00	53,294.00	0.00	26,646.80	26,646.80	26,647.20
100-9001-824	PRINCIPAL - POLICE RADIOS 2019 Firs	46,900.00	46,900.00	0.00	46,548.02	46,548.02	351.98
100-9001-826	PRINCIPAL - NEW PW TRUCKS	86,100.00	86,100.00	0.00	43,050.00	43,050.00	43,050.00
100-9001-828	PRINCIPAL - FY22 VEHICLE & APPARAT	271,517.00	271,517.00	0.00	135,395.96	135,395.96	136,121.04
100-9001-851	INTEREST - FY 22-23 FIRE ENGINE PE	3,141.00	3,141.00	0.00	0.00	0.00	3,141.00
100-9001-852	INTEREST - FY 22-23 ROLLING STOCK	23,921.00	23,921.00	0.00	13,613.88	13,613.88	10,307.12
100-9001-854	INTEREST - FIRE TRUCK ORDERED MA	20,315.00	20,315.00	0.00	0.00	0.00	20,315.00
100-9001-857	INTEREST - FY24 ROLLING STOCK	39,340.00	39,340.00	0.00	0.00	0.00	39,340.00
100-9001-858	INTEREST - FIRE STATION BB&T	28,306.00	28,306.00	0.00	14,767.99	14,767.99	13,538.01
100-9001-859	INTEREST - NEW PARK	84,710.00	84,710.00	0.00	43,497.89	43,497.89	41,212.11
100-9001-862	INTEREST - POLICE VEHICLES 2019	1,047.00	1,047.00	0.00	698.95	698.95	348.05
100-9001-863	INTEREST - POLICE RADIOS 2019	724.00	724.00	0.00	698.80	698.80	25.20
100-9001-865	INTEREST - NEW PW TRUCKS	2,641.00	2,641.00	0.00	1,466.93	1,466.93	1,174.07
100-9001-867	INTEREST - FY22 VEHICLE & APPARAT	9,982.00	9,982.00	0.00	5,352.69	5,352.69	4,629.31
	Department: 9001 - Debt Service Total:	2,035,812.00	2,035,812.00	0.00	745,355.58	745,355.58	1,290,456.42
	Department: 9800 - 9800						
100-9800-931	TRANSFER TO CAPITAL RESERVE FUN	840,317.00	840,317.00	0.00	0.00	0.00	840,317.00
	Department: 9800 - 9800 Total:	840,317.00	840,317.00	0.00	0.00	0.00	840,317.00
	Expense Total:	32,824,657.00	37,729,302.00	3,165,947.69	14,749,325.96	21,658,925.03	16,070,376.97
	Fund: 100 - General Fund Surplus (Deficit):	0.00	0.00	-134,355.33	3,246,092.74	-3,663,506.33	3,663,506.33
	Fund: 300 - Utility Fund						
	Revenue						
	GovType: 3700 - Investment earnings						
300-3710-000	INTEREST EARNINGS	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00
	GovType: 3700 - Investment earnings Total:	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00
	GovType: 3800 - Miscellaneous Revenues						
300-3802-000	MISCELLANEOUS GRANTS	0.00	300,000.00	0.00	0.00	0.00	300,000.00
	GovType: 3800 - Miscellaneous Revenues Total:	0.00	300,000.00	0.00	0.00	0.00	300,000.00
	GovType: 5010 - Enterprise Charges for Services						
300-3391-000	REVENUE SHARING CONTRA (NCCP)	-106,000.00	-106,000.00	0.00	-26,061.37	-26,061.37	-79,938.63
300-3501-820	WATER SALES	4,436,012.00	4,436,012.00	372,955.36	2,402,777.69	2,402,777.69	2,033,234.31
300-3502-830	SEWER SALES	4,394,562.00	4,394,562.00	372,450.72	2,397,298.62	2,397,298.62	1,997,263.38
300-3503-820	WATER TAPS	7,620.00	7,620.00	0.00	16,000.00	16,000.00	-8,380.00
300-3504-830	SEWER TAPS	6,000.00	6,000.00	0.00	4,000.00	4,000.00	2,000.00
	GovType: 5010 - Enterprise Charges for Services Total:	8,738,194.00	8,738,194.00	745,406.08	4,794,014.94	4,794,014.94	3,944,179.06
	GovType: 5020 - Enterprise Other Operating Revenues						
300-3447-000	ENGINEERING CONST INSP FEE	360,300.00	360,300.00	0.00	79,397.50	79,397.50	280,902.50
300-3812-000	MISCELLANEOUS REVENUES	8,000.00	8,000.00	425.00	7,890.00	7,890.00	110.00
300-3820-000	LATE FEES	70,000.00	70,000.00	6,820.00	40,556.30	40,556.30	29,443.70
300-3830-820	WATER RECONNECTIONS	3,300.00	3,300.00	150.00	1,400.00	1,400.00	1,900.00
300-3836-000	FIRE FLOW TEST FEES	12,000.00	12,000.00	2,400.00	6,000.00	6,000.00	6,000.00
300-3846-000	SALE OF MATERIALS	212,000.00	212,000.00	-1,500.00	63,880.50	63,880.50	148,119.50
300-3883-830	INDUSTRIAL WASTE MONITORING FE	3,800.00	3,800.00	0.00	0.00	0.00	3,800.00
	GovType: 5020 - Enterprise Other Operating Revenues Total:	669,400.00	669,400.00	8,295.00	199,124.30	199,124.30	470,275.70

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining	
GovType: 5500 - Enterprise NonOperating Revenues							
300-3841-000	SALE OF FIXED ASSETS	2,500.00	2,500.00	2,852.00	2,852.00	2,852.00	-352.00
GovType: 5500 - Enterprise NonOperating Revenues Total:		2,500.00	2,500.00	2,852.00	2,852.00	2,852.00	-352.00
GovType: 8150 - Transfers from Proprietary Funds							
300-3974-350	TRANSFER FROM ARP GRANT ORDIN	0.00	0.00	490,109.74	490,109.74	490,109.74	-490,109.74
GovType: 8150 - Transfers from Proprietary Funds Total:		0.00	0.00	490,109.74	490,109.74	490,109.74	-490,109.74
GovType: 9000 - Appropriated Fund Balance							
300-3990-000	APPROPRIATED FUND BALANCE	2,460,925.00	2,737,795.00	0.00	0.00	0.00	2,737,795.00
GovType: 9000 - Appropriated Fund Balance Total:		2,460,925.00	2,737,795.00	0.00	0.00	0.00	2,737,795.00
Revenue Total:		11,891,019.00	12,467,889.00	1,246,662.82	5,486,100.98	5,486,100.98	6,981,788.02
Expense							
Department: 8100 - Admin, Meters and Billing							
300-8100-020	SALARIES & WAGES	57,961.00	57,961.00	6,527.73	27,169.49	27,169.49	30,791.51
300-8100-039	LONGEVITY CONTRIBUTION	568.00	568.00	565.74	565.74	565.74	2.26
300-8100-050	FICA	4,478.00	4,478.00	542.66	2,187.24	2,187.24	2,290.76
300-8100-060	GROUP INSURANCE CONTRIBUTION	9,576.00	9,576.00	798.00	4,912.00	4,912.00	4,664.00
300-8100-070	RETIREMENT CONTRIBUTION	13,667.00	13,667.00	1,656.31	6,675.90	6,675.90	6,991.10
300-8100-071	401K CONTRIBUTION	2,926.00	2,926.00	326.40	1,401.24	1,401.24	1,524.76
300-8100-099	INDIRECT TO UTILITY (CONTRA)	915,887.00	915,887.00	0.00	202,243.25	202,243.25	713,643.75
300-8100-100	PROFESSIONAL SERVICES	30,000.00	43,640.00	0.00	15,140.00	15,140.00	28,500.00
300-8100-110	POSTAGE	32,500.00	32,500.00	2,612.41	13,097.32	32,500.00	0.00
300-8100-120	BANK CHARGES	294,800.00	294,800.00	14,850.22	87,615.39	124,630.39	170,169.61
300-8100-140	SCHOOLS AND CONFERENCES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
300-8100-160	EQUIPMENT MAINTENANCE & REPAI	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
300-8100-271	UTILITY BILLING SERVICES	54,112.00	54,112.00	7,669.16	21,136.18	52,912.00	1,200.00
300-8100-330	DEPARTMENTAL SUPPLIES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
300-8100-340	TECHNOLOGY SERVICES & SUPPLIES	13,245.00	13,245.00	0.00	10,255.59	10,255.59	2,989.41
300-8100-390	SMALL EQUIPMENT	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
300-8100-730	CAPITAL OUTLAY - OTHER	180,000.00	180,000.00	0.00	166,031.00	169,692.91	10,307.09
Department: 8100 - Admin, Meters and Billing Total:		1,613,720.00	1,627,360.00	35,548.63	558,430.34	650,285.75	977,074.25
Department: 8200 - Utility Maintenance							
300-8200-020	SALARIES & WAGES	955,336.00	955,336.00	107,556.67	400,929.27	400,929.27	554,406.73
300-8200-030	PART-TIME SALARIES	5,842.00	5,842.00	0.00	0.00	0.00	5,842.00
300-8200-035	OVERTIME SALARIES	83,566.00	83,566.00	9,699.62	40,846.81	40,846.81	42,719.19
300-8200-036	ON-CALL	13,200.00	13,200.00	1,284.00	6,120.00	6,120.00	7,080.00
300-8200-039	LONGEVITY CONTRIBUTION	20,810.00	20,810.00	19,252.32	20,775.36	20,775.36	34.64
300-8200-045	CAR ALLOWANCE	3,692.00	3,692.00	423.69	1,835.99	1,835.99	1,856.01
300-8200-046	CELL PHONE STIPEND	540.00	540.00	45.00	270.00	270.00	270.00
300-8200-050	FICA	82,598.00	82,598.00	10,481.54	36,490.98	36,490.98	46,107.02
300-8200-060	GROUP INSURANCE CONTRIBUTION	162,792.00	162,792.00	12,012.24	74,547.06	74,547.06	88,244.94
300-8200-070	RETIREMENT CONTRIBUTION	250,681.00	250,681.00	32,174.56	112,637.50	112,637.50	138,043.50
300-8200-071	401K CONTRIBUTION	53,679.00	53,679.00	5,927.02	23,156.88	23,156.88	30,522.12
300-8200-100	PROFESSIONAL SERVICES	103,500.00	454,661.00	3,870.40	32,100.65	377,640.50	77,020.50
300-8200-110	POSTAGE	0.00	500.00	54.51	119.28	119.28	380.72
300-8200-130	UTILITIES	111,350.00	111,350.00	8,508.92	36,848.96	36,848.96	74,501.04
300-8200-140	SCHOOLS & CONFERENCES	8,360.00	8,360.00	0.00	4,405.86	5,335.86	3,024.14
300-8200-150	BUILDING & GROUNDS MAINTENANC	9,000.00	9,000.00	0.00	4,276.25	5,376.25	3,623.75
300-8200-153	STREET MAINTENANCE & REPAIR	20,000.00	20,000.00	0.00	3,937.38	4,500.00	15,500.00
300-8200-157	FIRE HYDRANT MAINTENANCE & REP	35,000.00	35,000.00	0.00	1,578.36	35,000.00	0.00
300-8200-160	EQUIPMENT MAINTENANCE & REPAI	136,000.00	129,937.00	2,522.74	33,039.96	56,088.84	73,848.16
300-8200-161	INFRASTRUCTURE MAINTENANCE &	596,000.00	625,539.00	0.00	62,824.10	74,758.20	550,780.80
300-8200-170	VEHICLE MAINTENANCE & REPAIRS	28,000.00	28,000.00	1,772.35	10,884.23	14,542.11	13,457.89
300-8200-260	ADVERTISING	500.00	500.00	0.00	460.11	460.11	39.89
300-8200-310	FUEL	34,000.00	34,000.00	1,542.99	8,717.69	28,688.78	5,311.22
300-8200-330	DEPARTMENTAL SUPPLIES	130,000.00	130,000.00	12,677.97	48,114.72	118,839.54	11,160.46
300-8200-336	CHEMICALS	233,833.00	211,033.00	19,350.00	77,142.00	189,630.00	21,403.00
300-8200-340	TECHNOLOGY SERVICES & SUPPLIES	100.00	1,061.00	0.00	0.00	0.00	1,061.00
300-8200-342	TECHNOLOGY LICENSES	20,360.00	26,423.00	0.00	22,562.50	24,972.50	1,450.50

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
300-8200-344	VARIED SERVICES	4,000.00	4,000.00	0.00	3,038.85	3,038.85	961.15
300-8200-350	SOFTWARE LICENSING AND MAINTENANCE	575.00	575.00	0.00	575.00	575.00	0.00
300-8200-360	EMPLOYEE UNIFORMS & ACCESSORIES	21,600.00	21,600.00	880.71	5,947.49	16,234.47	5,365.53
300-8200-390	SMALL EQUIPMENT	16,650.00	16,650.00	1,256.92	12,175.29	12,175.29	4,474.71
300-8200-430	GRAHAM SEWER SERVICES	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00
300-8200-452	LABORATORY SERVICES	15,000.00	15,000.00	560.00	2,320.00	6,125.00	8,875.00
300-8200-454	SCADA SERVICES	29,300.00	29,300.00	0.00	0.00	6,450.00	22,850.00
300-8200-480	PURCHASE OF WATER	1,333,540.00	1,333,540.00	61,606.52	236,324.10	236,324.10	1,097,215.90
300-8200-530	DUES & SUBSCRIPTIONS	17,590.00	17,590.00	964.58	14,501.83	14,501.83	3,088.17
300-8200-720	CAPITAL OUTLAY - BUILDINGS	425,000.00	425,000.00	0.00	0.00	0.00	425,000.00
300-8200-730	CAPITAL OUTLAY - OTHER	617,875.00	627,377.02	3,064.99	81,305.64	153,468.96	473,908.06
300-8200-740	CAPITAL OUTLAY - VEHICLES	198,818.00	210,818.00	0.00	137,569.83	206,370.73	4,447.27
300-8200-750	CAPITAL OUTLAY - EQUIPMENT	51,266.00	62,066.00	4,937.00	40,585.77	52,671.09	9,394.91
Department: 8200 - Utility Maintenance Total:		5,854,953.00	6,246,616.02	322,427.26	1,598,965.70	2,398,346.10	3,848,269.92
Department: 8280 - Engineering							
300-8280-102	CITY ENGINEER	122,000.00	125,971.25	0.00	49,593.75	137,438.75	-11,467.50
300-8280-103	TECHNICAL REVIEW	30,000.00	30,000.00	0.00	8,425.31	30,000.00	0.00
300-8280-104	CONSTRUCTION INSPECTION	100,000.00	100,000.00	0.00	45,284.11	100,000.00	0.00
300-8280-105	DEPT ENGINEERING SERVICES	33,000.00	33,000.00	0.00	12,457.62	33,000.00	0.00
Department: 8280 - Engineering Total:		285,000.00	288,971.25	0.00	115,760.79	300,438.75	-11,467.50
Department: 8300 - Water Resource Recovery Facility							
300-8300-020	SALARIES & WAGES	672,358.00	672,358.00	81,205.41	262,656.36	262,656.36	409,701.64
300-8300-030	PART-TIME SALARIES	48,628.00	48,628.00	19,158.13	39,530.41	39,530.41	9,097.59
300-8300-035	OVERTIME SALARIES	32,075.00	32,075.00	1,798.15	5,626.09	5,626.09	26,448.91
300-8300-036	ON-CALL	5,000.00	5,000.00	480.00	2,076.00	2,076.00	2,924.00
300-8300-039	LONGEVITY CONTRIBUTION	16,479.00	16,479.00	14,087.90	16,767.45	16,767.45	-288.45
300-8300-045	CAR ALLOWANCE	3,692.00	3,692.00	847.38	2,683.37	2,683.37	1,008.63
300-8300-046	CELL PHONE STIPEND	2,655.00	2,655.00	225.00	1,170.00	1,170.00	1,485.00
300-8300-050	FICA	59,167.00	59,167.00	8,325.94	24,389.94	24,389.94	34,777.06
300-8300-060	GROUP INSURANCE CONTRIBUTION	69,426.00	69,426.00	5,636.56	31,964.32	31,964.32	37,461.68
300-8300-070	RETIREMENT CONTRIBUTION	169,238.00	169,238.00	25,762.34	71,854.81	71,854.81	97,383.19
300-8300-071	401K CONTRIBUTION	36,240.00	36,240.00	4,812.16	14,682.06	14,682.06	21,557.94
300-8300-100	PROFESSIONAL SERVICES	10,000.00	30,000.00	4,275.00	17,424.40	19,275.00	10,725.00
300-8300-110	POSTAGE	2,064.00	1,964.00	839.48	1,210.37	1,210.37	753.63
300-8300-130	UTILITIES	184,154.00	184,154.00	12,840.20	56,114.58	56,114.58	128,039.42
300-8300-140	SCHOOLS & CONFERENCES	3,500.00	3,500.00	0.00	1,097.85	1,097.85	2,402.15
300-8300-150	BUILDINGS & GROUNDS MAINTENANCE	30,964.00	30,964.00	1,503.00	9,459.44	23,392.85	7,571.15
300-8300-160	EQUIPMENT MAINTENANCE & REPAIRS	195,700.00	144,242.00	3,514.42	26,483.05	54,242.60	89,999.40
300-8300-170	VEHICLE MAINTENANCE & REPAIRS	1,100.00	1,100.00	92.70	329.76	329.76	770.24
300-8300-260	ADVERTISING	115.00	215.00	0.00	37.96	37.96	177.04
300-8300-310	FUEL	10,716.00	10,716.00	26.01	366.27	10,500.00	216.00
300-8300-330	DEPARTMENTAL SUPPLIES	21,380.00	21,380.00	3,249.56	9,615.85	21,478.71	-98.71
300-8300-336	CHEMICALS	271,273.00	271,273.00	6,623.20	48,201.20	113,320.75	157,952.25
300-8300-340	TECHNOLOGY SERVICES & SUPPLIES	1,500.00	1,500.00	0.00	384.38	384.38	1,115.62
300-8300-350	SOFTWARE LICENSING	2,040.00	4,390.00	0.00	4,295.00	4,295.00	95.00
300-8300-360	EMPLOYEE UNIFORMS & ACCESSORIES	5,969.00	5,969.00	274.10	2,500.01	3,879.48	2,089.52
300-8300-390	SMALL EQUIPMENT	25,000.00	22,825.00	0.00	2,202.85	2,202.85	20,622.15
300-8300-420	MATERIAL HAULING & DISPOSAL	522,667.00	522,667.00	14,077.50	149,094.19	514,077.50	8,589.50
300-8300-452	LABORATORY SERVICES	67,699.00	67,699.00	6,913.62	18,647.51	62,422.27	5,276.73
300-8300-454	SCADA SERVICES	42,985.00	43,600.00	0.00	13,107.23	21,222.23	22,377.77
300-8300-530	DUES & SUBSCRIPTIONS	14,873.00	14,873.00	740.00	8,071.00	10,071.00	4,802.00
300-8300-720	CAPITAL OUTLAY - BUILDINGS	40,000.00	60,644.00	1,750.00	7,050.00	60,286.00	358.00
300-8300-730	CAPITAL OUTLAY - OTHER	27,859.00	27,859.00	0.00	0.00	0.00	27,859.00
300-8300-740	CAPITAL OUTLAY - VEHICLES	0.00	15,974.00	0.00	0.00	12,926.46	3,047.54
300-8300-750	CAPITAL OUTLAY - EQUIPMENT	37,062.00	63,707.23	0.00	28,959.00	47,744.00	15,963.23
Department: 8300 - Water Resource Recovery Facility Total:		2,633,578.00	2,666,173.23	219,057.76	878,052.71	1,513,912.41	1,152,260.82
Department: 9300 - Utility Non-Departmental							
300-9300-100	PROFESSIONAL SERVICES	1,300.00	1,300.00	0.00	0.00	1,300.00	0.00

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
300-9300-540	PROPERTY & LIABILTY INSURANCE	11,100.00	11,100.00	0.00	0.00	0.00	11,100.00
300-9300-834	PRINCIPAL - 2009 DENR WATER QUAL	4,806.00	4,806.00	0.00	0.00	0.00	4,806.00
300-9300-836	PRINCIPAL - WATER PLANT CAPACITY	127,403.00	127,403.00	0.00	127,403.00	127,403.00	0.00
300-9300-837	PRINCIPAL - GRAHAM SEWER CAPACI	150,000.00	150,000.00	0.00	150,000.00	150,000.00	0.00
300-9300-838	PRINCIPAL - WRRF 2021REVENUE BO	980,000.00	980,000.50	0.00	980,000.00	980,000.00	0.50
300-9300-839	PRINCIPAL - FY22 VEHICLES & APPARA	24,467.00	24,467.00	0.00	12,200.52	12,200.52	12,266.48
300-9300-885	INTEREST - WRRF 2022 REVENUE BO	204,227.00	204,227.00	0.00	106,049.10	106,049.10	98,177.90
300-9300-886	INTEREST - FY22 VEHICLES & APPARA	465.00	465.00	0.00	264.31	264.31	200.69
300-9300-978	TRANSFER TO CAPITAL PROJECT ORDI	0.00	135,000.00	0.00	135,000.00	135,000.00	0.00
Department: 9300 - Utility Non-Departmental Total:		1,503,768.00	1,638,768.50	0.00	1,510,916.93	1,512,216.93	126,551.57
Expense Total:		11,891,019.00	12,467,889.00	577,033.65	4,662,126.47	6,375,199.94	6,092,689.06
Fund: 300 - Utility Fund Surplus (Deficit):		0.00	0.00	669,629.17	823,974.51	-889,098.96	889,098.96
Fund: 390 - Utility Capital Reserve							
Revenue							
GovType: 3700 - Investment earnings							
390-3710-000	INTEREST EARNINGS	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
GovType: 3700 - Investment earnings Total:		3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
GovType: 5500 - Enterprise NonOperating Revenues							
390-3401-000	System Development Fees - Water	500,000.00	500,000.00	-3,279.00	184,843.00	184,843.00	315,157.00
390-3402-000	System Development Fees - Sewer	1,170,000.00	1,170,000.00	-7,598.00	431,000.00	431,000.00	739,000.00
GovType: 5500 - Enterprise NonOperating Revenues Total:		1,670,000.00	1,670,000.00	-10,877.00	615,843.00	615,843.00	1,054,157.00
Revenue Total:		1,673,000.00	1,673,000.00	-10,877.00	615,843.00	615,843.00	1,057,157.00
Expense							
Department: 8900 - UTILITY CAPITAL RESERVE							
390-8900-900	UTILITY CAPITAL RESERVE	1,673,000.00	1,673,000.00	0.00	0.00	0.00	1,673,000.00
Department: 8900 - UTILITY CAPITAL RESERVE Total:		1,673,000.00	1,673,000.00	0.00	0.00	0.00	1,673,000.00
Expense Total:		1,673,000.00	1,673,000.00	0.00	0.00	0.00	1,673,000.00
Fund: 390 - Utility Capital Reserve Surplus (Deficit):		0.00	0.00	-10,877.00	615,843.00	615,843.00	-615,843.00
Report Surplus (Deficit):		0.00	0.00	524,396.84	4,685,910.25	-3,936,762.29	

Group Summary

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 100 - General Fund						
Revenue						
GovType: 3000 - Property Taxes	16,130,684.00	16,130,684.00	1,291,847.58	11,349,764.20	11,349,764.20	4,780,919.80
GovType: 3000 - Property Taxes Total:	16,130,684.00	16,130,684.00	1,291,847.58	11,349,764.20	11,349,764.20	4,780,919.80
GovType: 3100 - Other Taxes and Licenses	900.00	900.00	0.00	0.00	0.00	900.00
GovType: 3100 - Other Taxes and Licenses Total:	900.00	900.00	0.00	0.00	0.00	900.00
GovType: 3215 - Restricted Federal Intergov	0.00	0.00	0.00	8,342.59	8,342.59	-8,342.59
GovType: 3215 - Restricted Federal Intergov Total:	0.00	0.00	0.00	8,342.59	8,342.59	-8,342.59
GovType: 3220 - Unrestricted State Intergov	8,433,800.00	8,433,800.00	940,793.91	2,060,588.85	2,060,588.85	6,373,211.15
GovType: 3220 - Unrestricted State Intergov Total:	8,433,800.00	8,433,800.00	940,793.91	2,060,588.85	2,060,588.85	6,373,211.15
GovType: 3225 - Restricted State Intergov	556,300.00	556,300.00	322,975.62	585,847.08	585,847.08	-29,547.08
GovType: 3225 - Restricted State Intergov Total:	556,300.00	556,300.00	322,975.62	585,847.08	585,847.08	-29,547.08
GovType: 3230 - Unrestricted Local Intergov	496,000.00	496,000.00	32,059.00	142,591.34	142,591.34	353,408.66
GovType: 3230 - Unrestricted Local Intergov Total:	496,000.00	496,000.00	32,059.00	142,591.34	142,591.34	353,408.66
GovType: 3235 - Restricted Local Intergov	335,150.00	335,150.00	5,550.00	305,550.00	305,550.00	29,600.00
GovType: 3235 - Restricted Local Intergov Total:	335,150.00	335,150.00	5,550.00	305,550.00	305,550.00	29,600.00
GovType: 3400 - Permits and Fees	1,919,910.00	1,919,910.00	82,983.50	605,601.39	605,601.39	1,314,308.61
GovType: 3400 - Permits and Fees Total:	1,919,910.00	1,919,910.00	82,983.50	605,601.39	605,601.39	1,314,308.61
GovType: 3500 - Sales and Services	816,388.00	816,388.00	60,960.47	399,126.99	399,126.99	417,261.01
GovType: 3500 - Sales and Services Total:	816,388.00	816,388.00	60,960.47	399,126.99	399,126.99	417,261.01
GovType: 3700 - Investment earnings	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00
GovType: 3700 - Investment earnings Total:	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00
GovType: 3800 - Miscellaneous Revenues	48,000.00	98,000.00	294,422.28	440,506.26	440,506.26	-342,506.26
GovType: 3800 - Miscellaneous Revenues Total:	48,000.00	98,000.00	294,422.28	440,506.26	440,506.26	-342,506.26
GovType: 8500 - Proceeds of Debt	1,270,062.00	3,355,939.01	0.00	2,097,500.00	2,097,500.00	1,258,439.01
GovType: 8500 - Proceeds of Debt Total:	1,270,062.00	3,355,939.01	0.00	2,097,500.00	2,097,500.00	1,258,439.01
GovType: 9000 - Appropriated Fund Balance	2,797,463.00	5,566,230.99	0.00	0.00	0.00	5,566,230.99
GovType: 9000 - Appropriated Fund Balance Total:	2,797,463.00	5,566,230.99	0.00	0.00	0.00	5,566,230.99
Revenue Total:	32,824,657.00	37,729,302.00	3,031,592.36	17,995,418.70	17,995,418.70	19,733,883.30
Expense						
4100 - City Council	71,870.00	71,870.00	5,141.82	31,441.52	31,441.52	40,428.48
4200 - Administration	1,426,869.00	1,430,254.00	213,504.35	683,398.45	767,608.58	662,645.42
4400 - Finance	748,626.00	748,626.00	126,852.15	386,397.89	430,688.36	317,937.64
4800 - IT	1,663,401.00	1,713,080.71	148,862.08	660,076.96	1,182,482.87	530,597.84
4900 - Economic Development	900,214.00	900,214.00	230,662.77	290,185.05	300,185.05	600,028.95
5100 - Police	6,878,989.00	6,932,195.02	607,009.00	3,038,850.27	3,441,267.89	3,490,927.13
5300 - Fire	4,971,465.00	7,130,082.09	682,041.84	2,332,827.91	4,707,458.67	2,422,623.42
5400 - Planning	597,343.00	606,759.35	37,799.78	169,807.55	223,285.46	383,473.89
5410 - Main Street Program	0.00	6,297.28	0.00	6,297.28	6,297.28	0.00
5440 - Inspections	961,283.00	972,574.48	104,745.57	421,606.41	461,410.52	511,163.96

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Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
5480 - Engineering	445,500.00	445,500.00	0.00	161,273.72	445,500.00	0.00
5500 - Public Works	3,304,438.00	3,795,955.22	370,229.63	1,040,038.89	2,381,855.06	1,414,100.16
5700 - Public Facilities	1,271,578.00	1,316,138.37	130,006.16	407,941.01	616,643.57	699,494.80
5800 - Sanitation	2,178,668.00	2,575,977.78	145,350.97	1,440,049.58	2,072,193.45	503,784.33
6200 - Recreation and Parks	3,093,729.00	3,508,497.46	324,529.03	1,117,977.56	1,879,627.43	1,628,870.03
9000 - Non-Departmental	1,434,555.00	2,699,151.24	39,212.54	1,815,800.33	1,965,623.74	733,527.50
9001 - Debt Service	2,035,812.00	2,035,812.00	0.00	745,355.58	745,355.58	1,290,456.42
9800 - 9800	840,317.00	840,317.00	0.00	0.00	0.00	840,317.00
Expense Total:	32,824,657.00	37,729,302.00	3,165,947.69	14,749,325.96	21,658,925.03	16,070,376.97
Fund: 100 - General Fund Surplus (Deficit):	0.00	0.00	-134,355.33	3,246,092.74	-3,663,506.33	3,663,506.33
Fund: 300 - Utility Fund						
Revenue						
GovType: 3700 - Investment earnings						
	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00
GovType: 3700 - Investment earnings Total:	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00
GovType: 3800 - Miscellaneous Revenues						
	0.00	300,000.00	0.00	0.00	0.00	300,000.00
GovType: 3800 - Miscellaneous Revenues Total:	0.00	300,000.00	0.00	0.00	0.00	300,000.00
GovType: 5010 - Enterprise Charges for Services						
	8,738,194.00	8,738,194.00	745,406.08	4,794,014.94	4,794,014.94	3,944,179.06
GovType: 5010 - Enterprise Charges for Services Total:	8,738,194.00	8,738,194.00	745,406.08	4,794,014.94	4,794,014.94	3,944,179.06
GovType: 5020 - Enterprise Other Operating Revenues						
	669,400.00	669,400.00	8,295.00	199,124.30	199,124.30	470,275.70
GovType: 5020 - Enterprise Other Operating Revenues Total:	669,400.00	669,400.00	8,295.00	199,124.30	199,124.30	470,275.70
GovType: 5500 - Enterprise NonOperating Revenues						
	2,500.00	2,500.00	2,852.00	2,852.00	2,852.00	-352.00
GovType: 5500 - Enterprise NonOperating Revenues Total:	2,500.00	2,500.00	2,852.00	2,852.00	2,852.00	-352.00
GovType: 8150 - Transfers from Proprietary Funds						
	0.00	0.00	490,109.74	490,109.74	490,109.74	-490,109.74
GovType: 8150 - Transfers from Proprietary Funds Total:	0.00	0.00	490,109.74	490,109.74	490,109.74	-490,109.74
GovType: 9000 - Appropriated Fund Balance						
	2,460,925.00	2,737,795.00	0.00	0.00	0.00	2,737,795.00
GovType: 9000 - Appropriated Fund Balance Total:	2,460,925.00	2,737,795.00	0.00	0.00	0.00	2,737,795.00
Revenue Total:	11,891,019.00	12,467,889.00	1,246,662.82	5,486,100.98	5,486,100.98	6,981,788.02
Expense						
8100 - Admin, Meters and Billing	1,613,720.00	1,627,360.00	35,548.63	558,430.34	650,285.75	977,074.25
8200 - Utility Maintenance	5,854,953.00	6,246,616.02	322,427.26	1,598,965.70	2,398,346.10	3,848,269.92
8280 - Engineering	285,000.00	288,971.25	0.00	115,760.79	300,438.75	-11,467.50
8300 - Water Resource Recovery Facility	2,633,578.00	2,666,173.23	219,057.76	878,052.71	1,513,912.41	1,152,260.82
9300 - Utility Non-Departmental	1,503,768.00	1,638,768.50	0.00	1,510,916.93	1,512,216.93	126,551.57
Expense Total:	11,891,019.00	12,467,889.00	577,033.65	4,662,126.47	6,375,199.94	6,092,689.06
Fund: 300 - Utility Fund Surplus (Deficit):	0.00	0.00	669,629.17	823,974.51	-889,098.96	889,098.96
Fund: 390 - Utility Capital Reserve						
Revenue						
GovType: 3700 - Investment earnings						
	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
GovType: 3700 - Investment earnings Total:	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
GovType: 5500 - Enterprise NonOperating Revenues						
	1,670,000.00	1,670,000.00	-10,877.00	615,843.00	615,843.00	1,054,157.00
GovType: 5500 - Enterprise NonOperating Revenues Total:	1,670,000.00	1,670,000.00	-10,877.00	615,843.00	615,843.00	1,054,157.00
Revenue Total:	1,673,000.00	1,673,000.00	-10,877.00	615,843.00	615,843.00	1,057,157.00

Income Statement

For Fiscal: 2023-2024 Period Ending: 12/31/2023

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
8900 - UTILITY CAPITAL RESERVE	1,673,000.00	1,673,000.00	0.00	0.00	0.00	1,673,000.00
Expense Total:	1,673,000.00	1,673,000.00	0.00	0.00	0.00	1,673,000.00
Fund: 390 - Utility Capital Reserve Surplus (Deficit):	0.00	0.00	-10,877.00	615,843.00	615,843.00	-615,843.00
Total Surplus (Deficit):	0.00	0.00	524,396.84	4,685,910.25	-3,936,762.29	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
100 - General Fund	0.00	0.00	-134,355.33	3,246,092.74	-3,663,506.33	3,663,506.33
300 - Utility Fund	0.00	0.00	669,629.17	823,974.51	-889,098.96	889,098.96
390 - Utility Capital Reserve	0.00	0.00	-10,877.00	615,843.00	615,843.00	-615,843.00
Total Surplus (Deficit):	0.00	0.00	524,396.84	4,685,910.25	-3,936,762.29	

AGENDA ITEM #5A

Ordinance to Extend the Corporate Limits-
Voluntary Non-contiguous Annexation-
Clifford M. Ray, Jr. Family Limited
Partnership- NCIC, LLC- Transload Facility

Meeting Date

February 5, 2024

Presenter

Lawson Brown, City Attorney

Public Hearing

Yes No

Summary

The Council will consider the approval of an Ordinance to Extend the Corporate Limits as the next step in the annexation process. This is a non-contiguous annexation containing approximately +/- 7.830 acres located at the corner of Lake Latham Road and W. Holt Street in Alamance County and will be in the North Carolina Industrial Center (NCIC). A Transload facility is planned for this property.

Background

At the January 8, 2024, Council Meeting, the Council accepted the petition for annexation and the Clerk's certificate of sufficiency and adopted a Resolution setting a date of Public Hearing for February 5, 2024, to consider approval of extending Mebane's corporate limits. The Public Hearing Notice was properly advertised.

Financial Impact

The property and improvements will be added to the ad valorem tax base for the City once the property is annexed as determined by the state statute but may not be subject to taxation, depending upon its tax-exempt status.

Recommendation

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

Suggested Motion

I make a motion to adopt an Ordinance to Extend the Corporate Limits of the City of Mebane, North Carolina to include the +/- 7.830 acres.

Attachments

1. Ordinance
2. Map

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

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

Ordinance No. 165

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Glendel Stephenson Municipal Building at 6:00 p.m. on February 5, 2024, at 6:00 p.m. after due notice by the Mebane Enterprise on January 24, 2024; and

WHEREAS, the City Council finds that the area described therein meets the standards of G.S. 160A-58.1 (b), to wit:

- a. The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of the City;
- b. No point on the proposed satellite corporate limits is closer to another municipality than to the City;
- c. The area described is so situated that the City will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
- d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation;

WHEREAS, the City Council further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the City Council further finds that the petition is otherwise valid, and that the public health, safety and welfare of the City and of the area proposed for annexation will be best served by annexing the area described:

NCIC LOT 26 – TRANSLOAD

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

COMMENCING at an NCDOT right-of-way monument found at the intersection of the southerly right-of-way line of West Holt Street [NCSR 1963] and the westerly right-of-way

line of N.C. Highway 119, said monument having North Carolina State Plane Grid Coordinates (NAD 83/2011) of North(y) = 854,761.74 feet and East(x) = 1,912,462.40 feet; running thence with the southerly right-of-way line of West Holt Street North 76 deg. 39' 20" West a distance of 252.39 feet to an iron pipe set at the northwesterly corner of Lot 1, Phase 3 of the North Carolina Industrial Center (Plat Book 76, Page 221, Alamance County Register of Deeds), being the true point and place of BEGINNING; running thence with the westerly line of said Lot 1 the following three courses and distances: 1) along a curve concave to the southeast an arc distance of 417.04 feet to an iron pipe set, said curve having a chord bearing of South 31 deg. 43' 12" West, a chord length of 406.11 feet, and a radius of 523.69 feet; 2) South 08 deg. 54' 22" West a distance of 1309.70 feet to an iron pipe found, being a corner with Lot 25A, Phase 3 of the North Carolina Industrial Center (Plat Book 83, Pages 147-149, Alamance County Register of Deeds); and 3) South 08 deg. 54' 28" West a distance of 94.66 feet to an iron pipe found at the southwesterly corner of said Lot 1; thence with the southerly line of said Lot 1 North 69 deg. 06' 04" East a distance of 0.97 feet to an iron pipe set; thence a new line the following three (3) courses and distances: 1) South 08 deg. 50' 10" West a distance of 54.39 feet to an iron pipe set; 2) North 81 deg. 09' 50" West a distance of 113.00 feet to an iron pipe set; and 3) North 08 deg. 50' 10" East a distance of 69.62 feet to an iron pipe set in the southeasterly right-of-way line of Sun Ray Lane (a private drive, see Plat Book 66, Page 76 and Plat Book 6, Page 2, both in the Alamance County Register of Deeds office); thence with the easterly right-of-way line of Sun Ray Lane the following five (5) courses and distances: 1) along a curve concave to the northwest an arc distance of 56.86 feet to an iron pipe found, said curve having a chord bearing of North 29 deg. 23' 46" East, a chord length of 55.39 feet, and a radius of 71.90 feet; 2) North 06 deg. 44' 37" East a distance of 23.60 feet; 3) North 83 deg. 15' 23" West a distance of 6.11 feet; 4) North 08 deg. 57' 04" East a distance of 872.11 feet to a point at the northerly terminus of Sun Ray Lane; and 5) with the northerly terminus of Sun Ray Lane North 83 deg. 38' 49" West a distance of 30.03 feet to an iron pipe found at the northeasterly corner of property owned, now or formerly by William Earl James (Deed Book 1305, Page 640, Alamance County Register of Deeds); thence with the northerly line of said James property North 83 deg. 38' 49" West a distance of 204.65 feet to a point in the easterly right-of-way line of Lake Latham Road [NCSR 1976], said point being located South 83 deg. 38' 49" East a distance of 0.71 feet from an iron pipe found; thence with the easterly right-of-way line of Lake Latham Road the following six (6) courses and distances: 1) North 12 deg. 40' 14" East a distance of 465.50 feet to an NCDOT right-of-way monument found; 2) South 77 deg. 42' 16" East a distance of 10.04 feet to an NCDOT right-of-way monument found; 3) North 13 deg. 08' 44" East a distance of 5.88 feet to an NCDOT right-of-way monument found; 4) along a curve to the right an arc distance of 374.77 feet to a point, said curve having a chord bearing of North 40 deg. 59' 44" East, a chord length of 359.03 feet, and a radius of 371.00 feet; 5) continuing along a curve to the right an arc distance of 126.88 feet to an NCDOT right-of-way monument found, said curve having a chord bearing of North 79 deg. 43' 54" East, a chord length of 126.26 feet, and a radius of 371.00 feet; and 6) North 45 deg. 32' 25" East a distance of 25.53 feet to an NCDOT right-of-way monument found in the southerly right-of-way line of West Holt Street [NCSR 1963]; thence with the southerly right-of-way line of West Holt Street South 76 deg. 39' 20" East a distance of 125.13 feet

to the point and place of BEGINNING, containing 7.830 acres, more or less, BEING ALL of Lot 26, Phase 3 of the North Carolina Industrial Center as shown on a plat thereof dated September 25, 2023, recorded in the Alamance County Register of Deeds in Plat Book _____, Page _____.

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

Section 1. By virtue of the authority granted by G.S. 160A-58.2, the following described non-contiguous territory is hereby annexed and made part of the City of Mebane, as of February 5, 2024:

Section 2. Upon and after February 5, 2024 the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Mebane and shall be entitled to the same privileges and benefits as other parts of the City of Mebane. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Adopted this 5th day of February 2024.

CITY OF MEBANE

Ed Hooks, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie W. Shaw, City Clerk

Lawson Brown, City Attorney

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1a	71.90'	38.18'	37.73'	N 67°15'45" E	30°25'22"
C1b	71.90'	56.86'	55.39'	N 29°23'46" E	45°18'37"
C2	523.69'	417.04'	406.11'	N 31°43'12" E	45°37'39"
C3	371.00'	501.65'	464.30'	N 50°47'35" E	77°28'21"

LEG TABLE:

LINE	BEARING	DISTANCE
L6	N 82°34'15" E	96.69'
L7	S 08°54'28" W	94.66'
L8	N 69°06'04" E	42.51'
L8a	N 69°06'04" E	0.97'
L8b	N 69°06'04" E	41.54'
L17	S 33°25'28" W	147.49'
L20	S 76°39'20" W	125.13'
L21	S 77°42'16" E	10.04'
L22	N 13°08'44" E	5.88'
L23	N 45°32'25" E	25.53'
L25	N 19°17'26" W	181.39'
L26	N 76°39'20" W	252.39'
L27	S 07°00'21" E	117.99'
L28	S 03°49'47" W	107.25'
L29	S 08°50'10" W	54.39'
L30	N 81°09'50" W	113.00'
L31	N 08°50'10" E	69.62'
L32	S 08°54'22" W	62.92'
L33	N 06°44'37" E	23.60'
L34	N 83°15'23" W	6.11'
L35	N 63°31'22" E	114.90'

NOTES:

THE PURPOSE OF THIS PLAT IS TO ANNEX THE 7.830 Ac. (0.0122 Sq. Mile) ± PARCEL INTO THE CORPORATE LIMITS OF THE CITY OF MEBANE.

BOUNDARY INFORMATION IS SHOWN PER A SURVEY OF THIS PROPERTY BY SACKS SURVEYING & MAPPING DATED SEPTEMBER 22, 2023

APPARENT SOURCE TITLE: DB 2799 PG 569

PLAT REFERENCES: PB _____ PG _____ LOT 26
(SEE ALSO PB 6 PG 2, PB 66 PG 76;
PB 76 PG 221; AND PB 83 PG 147-149)

TAX PARCEL #s: 164853, 164818, 164905, AND 162092

TOTAL AREA UNDER HEAVY LINE: 7.830 ACRES, MORE OR LESS

THIS SURVEY WAS PREPARED WITHOUT REFERENCE TO A TITLE REPORT. THERE MAY BE EASEMENTS, RIGHTS-OF-WAY, OR OTHER MATTERS AFFECTING THIS PROPERTY WHICH ARE NOT SHOWN HEREON.

ALL DEEDS AND MAPS NOTED HEREON WERE USED AS REFERENCES IN PREPARING THIS SURVEY.

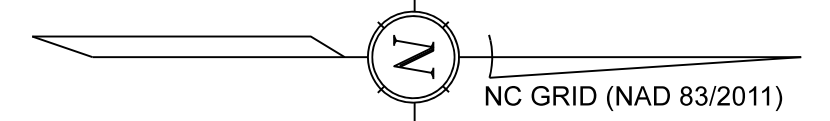
N.C. GRID COORDINATES SHOWN HEREON WERE ESTABLISHED BY RAPID STATIC GPS METHODS USING SPECTRA PRECISION SP-80 GPS EQUIPMENT, HOLDING LOCAL CORS STATIONS AS FIXED REFERENCES. A WEIGHTED LEAST-SQUARES AVERAGE OF THREE INDEPENDENT OBSERVATIONS WAS USED TO CALCULATE THE RESULTANT POSITIONS.

Class of Survey: A
Positional Accuracy: 0.04' Horiz. / n/a Vert.
Type of GPS field procedure: Rapid Static (VRS)
Date of Survey: 28 October, 2021
Datum/Epoch: NAD 83 (2011)
Published/fixed-control used: Local CORS Stations
Geoid Model: Geoid 18
Combined grid factor: 0.99995544
Units: US Survey Feet

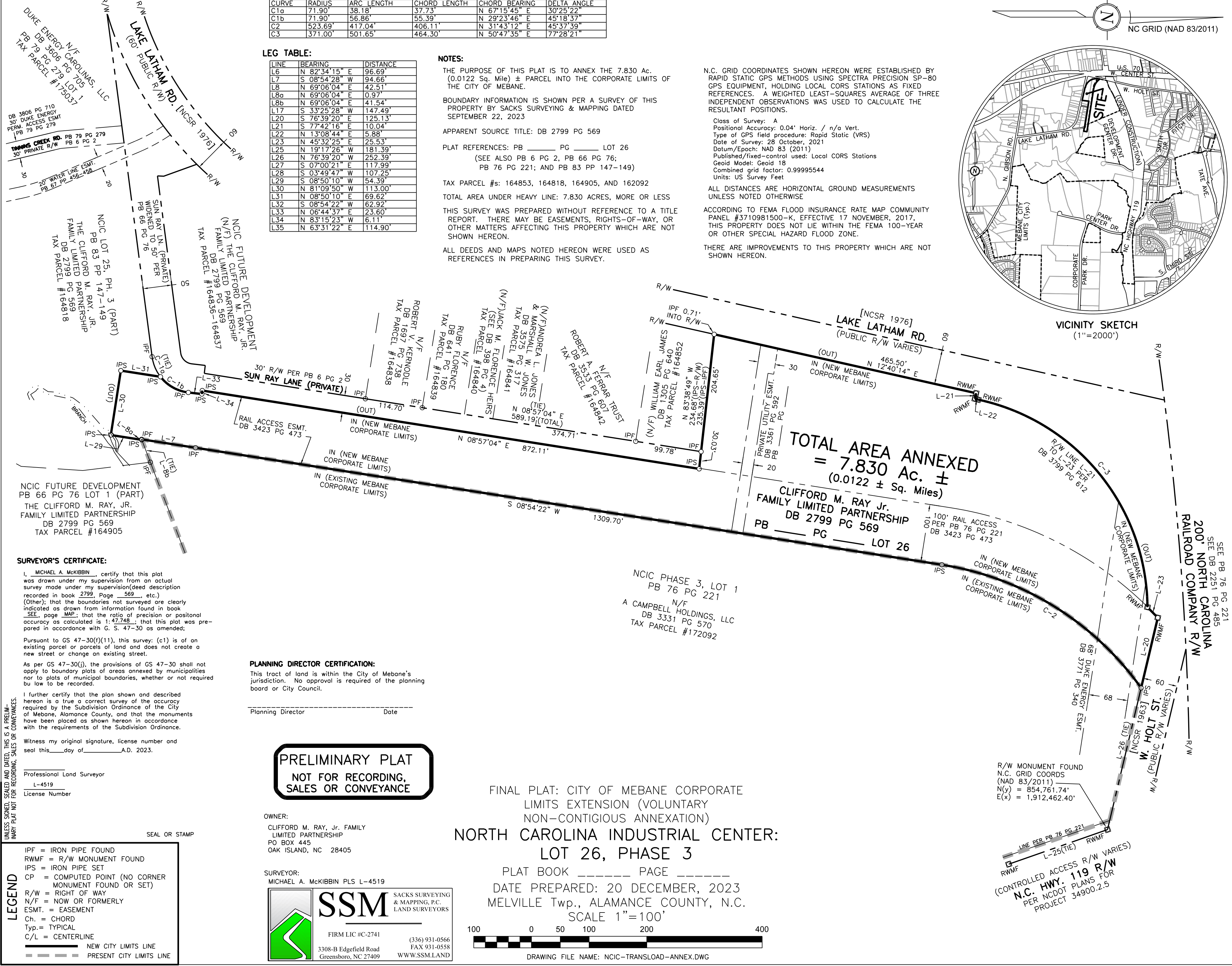
ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS UNLESS NOTED OTHERWISE

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL #3710981500-K, EFFECTIVE 17 NOVEMBER, 2017, THIS PROPERTY DOES NOT LIE WITHIN THE FEMA 100-YEAR OR OTHER SPECIAL HAZARD FLOOD ZONE.

THERE ARE IMPROVEMENTS TO THIS PROPERTY WHICH ARE NOT SHOWN HEREON.



VICINITY SKETCH
(1"=2000')



TOTAL AREA ANNEXED
= 7.830 Ac. ±
(0.0122 ± Sq. Miles)

CLIFFORD M. RAY JR.
FAMILY LIMITED PARTNERSHIP
DB 2799 PG 569
PB _____ PG _____ LOT 26

NCIC FUTURE DEVELOPMENT
PB 66 PG 76 LOT 1 (PART)
THE CLIFFORD M. RAY, JR.
FAMILY LIMITED PARTNERSHIP
DB 2799 PG 569
TAX PARCEL #164905

SURVEYOR'S CERTIFICATE:

I, MICHAEL A. MCKIBBIN, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in book 2799, Page 569, etc.) (Other); that the boundaries not surveyed are clearly indicated as drawn from information found in book SEE, page MAP; that the ratio of precision or positional accuracy as calculated is 1:47,748; that this plat was prepared in accordance with G. S. 47-30 as amended;

Pursuant to GS 47-30(f)(11), this survey: (c1) is of an existing parcel or parcels of land and does not create a new street or change an existing street.

As per GS 47-30(j), the provisions of GS 47-30 shall not apply to boundary plots of areas annexed by municipalities nor to plats of municipal boundaries, whether or not required by law to be recorded.

I further certify that the plan shown and described hereon is a true and correct survey of the accuracy required by the Subdivision Ordinance of the City of Mebane, Alamance County, and that the monuments have been placed as shown hereon in accordance with the requirements of the Subdivision Ordinance.

Witness my original signature, license number and seal this _____ day of _____ A.D. 2023.

PLANNING DIRECTOR CERTIFICATION:

This tract of land is within the City of Mebane's jurisdiction. No approval is required of the planning board or City Council.

Planning Director _____ Date _____

PRELIMINARY PLAT
NOT FOR RECORDING,
SALES OR CONVEYANCE

OWNER:
CLIFFORD M. RAY, JR. FAMILY
LIMITED PARTNERSHIP
PO BOX 445
OAK ISLAND, NC 28405

SURVEYOR:
MICHAEL A. MCKIBBIN PLS L-4519

SSM SACKS SURVEYING & MAPPING, P.C. LAND SURVEYORS
FIRM LIC #C-2741 (336) 931-0566
3308-B Edgefield Road FAX 931-0558
Greensboro, NC 27409 WWW.SSM.LAND

FINAL PLAT: CITY OF MEBANE CORPORATE LIMITS EXTENSION (VOLUNTARY NON-CONTIGUOUS ANNEXATION)
NORTH CAROLINA INDUSTRIAL CENTER:
LOT 26, PHASE 3
PLAT BOOK _____ PAGE _____
DATE PREPARED: 20 DECEMBER, 2023
MELVILLE Twp., ALAMANCE COUNTY, N.C.
SCALE 1"=100'



DRAWING FILE NAME: NCIC-TRANSLOAD-ANNEX.DWG

UNLESS SIGNED, SEALED, AND DATED, THIS IS A PRELIMINARY PLAT NOT FOR RECORDING, SALES OR CONVEYANCE.

Professional Land Surveyor
L-4519
License Number

SEAL OR STAMP

LEGEND

- IPF = IRON PIPE FOUND
- RWMF = R/W MONUMENT FOUND
- IPS = IRON PIPE SET
- CP = COMPUTED POINT (NO CORNER MONUMENT FOUND OR SET)
- R/W = RIGHT OF WAY
- N/F = NOW OR FORMERLY
- ESMT. = EASEMENT
- Ch. = CHORD
- Typ. = TYPICAL
- C/L = CENTERLINE
- = NEW CITY LIMITS LINE
- - - = PRESENT CITY LIMITS LINE

R/W MONUMENT FOUND
N.C. GRID COORDS
(NAD 83/2011)
N(y) = 854,761.74'
E(x) = 1,912,462.40'

(CONTROLLED ACCESS R/W R/W)
N.C. Hwy. 119 R/W
PER NCDOT PLANS FOR
PROJECT 34900.2.5

AGENDA ITEM #5B

Ordinance to Extend the Corporate Limits-
Voluntary Contiguous Annexation-
VM Development, LLC

Meeting Date

February 5, 2024

Presenter

Lawson Brown, City Attorney

Public Hearing

Yes No

Summary

The Council will consider the approval of an Ordinance to Extend the Corporate Limits as the next step in the annexation process. This is a contiguous annexation of +/- 6.92 acres located in Orange County on the corner of Industrial Drive and Mattress Factory Road. A concrete plant is planned for this property.

Background

At the January 8, 2024, Council Meeting, Council accepted the petition for annexation and the Clerk's certificate of sufficiency and adopted a Resolution setting a date of Public Hearing for February 5, 2024, to consider approval of extending Mebane's corporate limits. The Public Hearing Notice was properly advertised.

Financial Impact

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

Recommendation

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

Suggested Motion

I make a motion to adopt an Ordinance to Extend the Corporate Limits of the City of Mebane, North Carolina to include the +/- .6.92 acres.

Attachments

1. Ordinance
2. Map

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

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

Ordinance No. 166

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

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

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Glendel Stephenson Municipal Building at 6:00 p.m. on February 5, 2024, after due notice by the Mebane Enterprise on January 24, 2024; and

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

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

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Mebane as of February 5, 2024:

BEGINNING AT A 1/4" IRON PIPE IN THE NORTH R/W OF S.R. 1374, THE SOUTHWEST CORNER OF THE VASANT SEJPAL PROPERTY; THENCE WITH SAID SEJPAL N03°35'17"W A DISTANCE OF 208.35' TO A 1/2" IRON PIPE; THENCE N15°38'07"W A DISTANCE OF 409.11' TO A 1/2" IRON PIPE IN THE SOUTHERN LINE OF BRI 900 MATTRESS FACTORY, LLC; THENCE WITH BRI MATTRESS FACTORY, LLC S71°45'38"W A DISTANCE OF 551.65' TO A 5/8" REBAR IN THE EASTERN R/W OF S.R.1302;THENCE WITH SAID S.R. 1302 ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 176.68', WITH A RADIUS OF 1,402.40', WITH A CHORD BEARING OF N19°35'47"W, WITH A CHORD LENGTH OF 176.56 TO A POINT',THENCE N15°59'14"W A DISTANCE OF 11.19' TO A POINT; THENCE S80°01'03"W A DISTANCE OF 60.33' TO A POINT; THENCE S15°59'14"E A DISTANCE OF 17.50' TO A POINT;THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 510.47', WITH A RADIUS OF 1,462.40', WITH A CHORD BEARING OF S25°59'14"E, WITH A CHORD LENGTH OF 507.88',THENCE S35°59'14"E A DISTANCE OF 170.00' TO A POINT; THENCE N54°00'46"E A DISTANCE OF 90.00' TO A NCDOT R/W DISK; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 372.72', WITH A RADIUS OF 1,060.82', WITH A CHORD BEARING OF S84°08'24"E, WITH A CHORD LENGTH OF 370.81' TO A 1/2"EIP; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 0.011 SQUARE MILES, 6.92 ACRES AND BEING ALL OF ORANGE COUNTY PARCELS WITH PIN'S:9824778854 AND 9824775867 PROPERTY OF VM DEVELOPMENT, LLC AND PORTION OF THE R/W OF NCSR 1302 (MATTRESS FACTORY ROAD), ALSO BEING TOTAL ANNEXATION AREA AS SHOWN ON PLAT OF SURVEY ENTITLED "FINAL PLAT: CITY OF MEBANE CORPORATE LIMITS EXTENSION

CONTIGUOUS VOLUNTARY ANNEXATION" PREPARED BY R.S. JONES & ASSOCIATES, INC.
REVISED DECEMBER 27, 2023

Section 2. Upon and after February 5, 2024 the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Mebane and shall be entitled to the same privileges and benefits as other parts of the City of Mebane. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Adopted this 5th day of February 2024.

City of Mebane

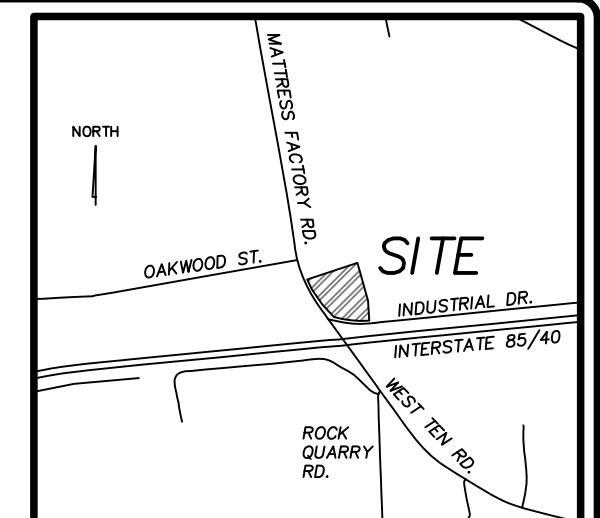
Ed Hooks, Mayor

ATTEST:

Stephanie W. Shaw, City Clerk

Approved as to form:

Lawson Brown, City Attorney



CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	116.94'	1402.39'	4°46'40"	S25°35'40"E	116.91'
C2	372.72'	1060.82'	20°07'52"	S84°08'24"E	370.81'
C3	176.68'	1402.40'	7°13'06"	N19°35'47"W	176.56'
C4	510.47'	1462.40'	20°00'00"	S25°59'14"E	507.88'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N15°59'14"W	11.19'
L2	S15°59'14"E	17.50'

BRI 900 MATTRESS FACTORY, LLC
DB.6758 P.864

VM DEVELOPMENT, LLC
DB.6718 P.1392
PIN: 9824-77-5867

VM DEVELOPMENT, LLC
DB.6718 P.1392
PIN: 9824-77-8854

MEBANE AREA INVESTMENTS, LLC
DB.5789 P.329

JAMES MARSHALL KING AND LINDA MCBROOM KING
DB.6680 P.138

NANCY B. ASHLEY, ETAL
11-E-196

NC DEPT. OF TRANSPORTATION
DB.239 P.1096

TOTAL ANNEXATION AREA
6.92 ACRES
(0.011 SQ. MILES)

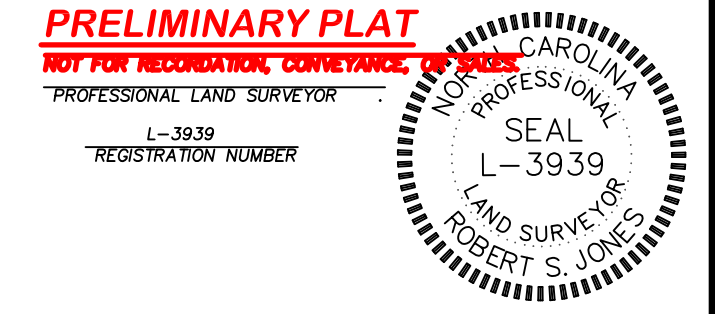
SURVEYOR'S CERTIFICATE
I, ROBERT S. JONES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____ PAGE _____) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____ PAGE _____ THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600). THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

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

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

- (1) CLASS OF SURVEY: CLASS "A"
- (2) POSITIONAL ACCURACY: 0.06"
- (3) TYPE OF GPS FIELD PROCEDURE: VRS
- (4) DATES OF SURVEY: 02/03/2020
- (5) DATUM/EPOCH: NAD83 (2011)
- (6) PUBLISHED/FIXED-CONTROL USE: NC RTK NETWORK
- (7) GEOD MODEL: 12B
- (8) COMBINED GRID FACTOR(S): 0.9999489
- (9) UNITS: US FEET

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

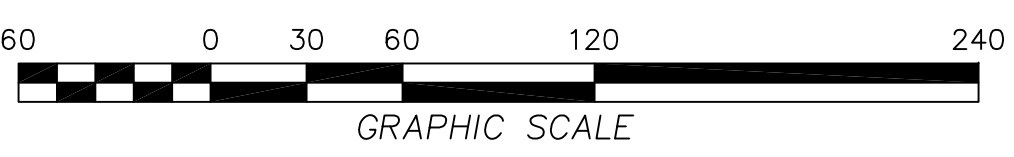


PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCE, OR SALES

- NOTES:
- 1.) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
 - 2.) SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH. REFERENCED MATERIALS ONLY USED. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT AFFECT THIS PROPERTY.
 - 3.) NO ATTEMPT MADE TO LOCATE CEMETERIES, WETLANDS, HAZARDOUS MATERIALS SITES, UNDERGROUND UTILITIES, OR ANY OTHER FEATURES ABOVE OR BELOW GROUND OTHER THAN THOSE SHOWN.
 - 4.) ALL AREAS BY COORDINATE COMPUTATION.
 - 5.) NEW IRON RODS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

LEGEND

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



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

AUTHORIZED STAFF _____ DATE _____

- REFERENCES
DB.6718 P.1392
PB.3 P.107
DB.212 P.230
DB.212 P.231
HWY MAP 2 P.57

CURRENT OWNER:
VM DEVELOPMENT, LLC
524 W. BAILEY STREET
ASHEBORO, NC 27203

FINAL PLAT:
CITY OF MEBANE CORPORATE LIMITS EXTENSION
CONTIGUOUS VOLUNTARY ANNEXATION
SCALE: 1" = 60'
CHEEKS TOWNSHIP - ORANGE COUNTY, NC
DATE: NOVEMBER 28, 2023
REVISED: DECEMBER 27, 2023

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



AGENDA ITEM #6A

Purchase of Vacant Lot at the Corner of Lee and Short Streets (Unopened Streets)

Meeting Date

February 5, 2024

Presenter

Lawson Brown, City Attorney

Public Hearing

Yes No

Summary

Willard and Evelyn Rogers have offered to sell the vacant lot at the corner of Lee and Short Streets for \$16,455 (Alamance County tax value).

Background

Willard and Evelyn Rogers contacted staff as to the City's interest in the property located West of the WRRF. Staff believes that there is a need for additional land buffering the WRRF.

Financial Impact

The City will spend \$16,455 for the land purchase and an estimated \$5,000 for due diligence (phase 1 environmental, title examination, etc.).

Recommendation

Staff recommends the purchase of the property in accordance with the Offer to Purchase and Contract-Vacant Lot/Land.

Suggested Motion

I move that the City purchase the property located at the intersection of Lee Street and Short Street (unopened streets) pursuant to the terms of the Offer to Purchase and Contract, provided that the normal due diligence is satisfactory to staff, and that staff be authorized to take the necessary action to purchase the same.

Attachments

1. Offer to Purchase and Contract- Vacant Lot/Land
2. Aerial Photo of Vacant Lot

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
 [Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

NOTE FOR NEW CONSTRUCTION: If Seller is Buyer's builder or has engaged a builder and the sale involves the construction of a new single-family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": WILLIAMS AND EVELYN ROBERTS

(b) "Buyer": CITY OF MEBANE

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property will will not include a manufactured (mobile) home(s).
 The Property will will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

NOTE: If there is a manufactured or mobile home on the Property (regardless of whether it is inhabitable, uninhabitable, a fixture, or not affixed), then Seller should complete the Residential Property and Owners' Association Disclosure Statement and the Mineral and Oil and Gas Rights Mandatory Disclosure Statement under the Residential Property Disclosure Act (Chapter 47E of North Carolina's General Statutes) unless the Property is exempt.

Street Address: CORNER OF LEE & SHORT STREETS
 City: MEBANE Zip: 27302
 County: ALAMANCE, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable) 16, 17, 18, 19, 20, 21 & 22
 Plat Reference: Lot Unit 15, Block/Section _____, Subdivision/Condominium SOUTHVIEW, BLOCK D
 _____, as shown on Plat Book/Slide _____ at Page(s) _____
 The PIN/PID or other identification number of the Property is: 665064
 Other description: _____
 Some or all of the Property may be described in Deed Book 319 at Page 493

(d) "Purchase Price":
 \$ 16,455 paid in U.S. Dollars upon the following terms:



This form jointly approved by:
 North Carolina Bar Association's Real Property Section
 North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T
 Revised 7/2023
 © 7/2023

Buyer initials _____ Seller initials EAR WR

\$ N/A
 \$ 1,000.00
 \$ N/A
 \$ N/A
 \$ N/A
 \$ 15,455

BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by cash personal check official bank check wire transfer electronic transfer (*specify payment service: _____*)
 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer electronic transfer.
 BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, **TIME BEING OF THE ESSENCE** by cash official bank check wire transfer electronic transfer
 BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) "Escrow Agent" (insert name): DAVIS & HUMBERT
 Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

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

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 21(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on FEBRUARY 29, 2024 **TIME BEING OF THE ESSENCE.**

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction

(l) "Settlement Date": The parties agree that Settlement will take place on MARCH 31, 2024 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 10, DELAY IN SETTLEMENT/CLOSING for conditions under which Settlement may be delayed.

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(l).

2. BUYER'S DUE DILIGENCE PROCESS:

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. **SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION.** Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

Buyer initials _____ Seller initials ERT WA

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

- (xi) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: Conventional USDA

Other type: _____

in the principal amount of _____

Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property: _____

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. BUYER OBLIGATIONS:

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. SELLER OBLIGATIONS:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates

the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and de-winterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made (a) Buyer; (b) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (c) a trust for which Buyer is the beneficiary; (d) any relative of Buyer; and/or (e) Other: (Insert Name(s) Only) N/A

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ — 0 — toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(n) **Owners' Association Disclosure and Condominium Resale Statement Addendum (Standard Form 2A12-T):** If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(o) **Seller's Breach of Contract:** See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

7. CHARGES BY OWNERS' ASSOCIATION: Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

- (a) **Seller shall pay:**
 - (i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;
 - (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
 - (iii) any fees charged for transferring or updating ownership records of the association; and
 - (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

- (b) **Buyer shall pay:**
 - (i) charges for providing information required by Buyer's lender;
 - (ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
 - (iii) determining restrictive covenant compliance.

8. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

Buyer initials _____ Seller initials EAR WR

9. CONDITION OF PROPERTY/RISK OF LOSS:

(a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. DELAY IN SETTLEMENT/CLOSING: This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. POSSESSION: Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

12. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- Additional Provisions Addendum (Form 2A11-T)
- Additional Signatures Addendum (Form 3-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Loan Assumption Addendum (Form 2A6-T)
- Owners' Association Disclosure Addendum (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)
- Short Sale Addendum (Form 2A14-T)

Identify other attorney or party drafted addenda: LAWSON BROWN PURCHASE IS SUBJECT TO CMA
APPROVAL AS REQUIRED BY LAW

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

13. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

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

15. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. ENTIRE AGREEMENT/RECORDATION: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

Buyer initials _____ Seller initials EAR WR

18. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

21. REMEDIES:

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property as well as Seller's right under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____ Date: Willard Rogers
 Buyer: _____ Seller: WILLIARD ROGERS
 Date: _____ Date: EVERLYN ROGERS
 Buyer: _____ Seller: EVERLYN ROGERS

Entity Buyer: CITY OF MEBANE Entity Seller: _____
 (Name of LLC/Corporation/Partnership/Trust/etc.) (Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____ By: _____
 Name: CHRIS ROLLINS Name: _____
 Title: CITY MANAGER Title: _____
 Date: _____ Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 106 E. WASHINGTON STREET
MEBANE, NC 27302

Buyer Fax #: _____

Buyer E-mail: lbrown@cityofmebane.com

SELLER NOTICE ADDRESS:

Mailing Address: % OLIVERA ROBERTS
45495 JIM MILLER RD
HAW RIVER NC 27288

Seller Fax #: telephone 336.269.3195

Seller E-mail: grogers18@triad.rr.com

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: N/A
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Firm License#: _____

Mailing Address: _____

Individual Selling Agent: N/A
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

Listing Firm Name: N/A
Acting as Seller's Agent Dual Agent

Firm License#: _____

Mailing Address: _____

Individual Listing Agent: N/A
 Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: N/A _____ ("Buyer")

Property Address: _____ ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date: _____ Firm: _____

By: _____
(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date: _____ N/A Seller: _____
(Signature)

Date: _____ Seller: _____
(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 4,060. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: DAVIS & HUMBERT _____

By: _____
(Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

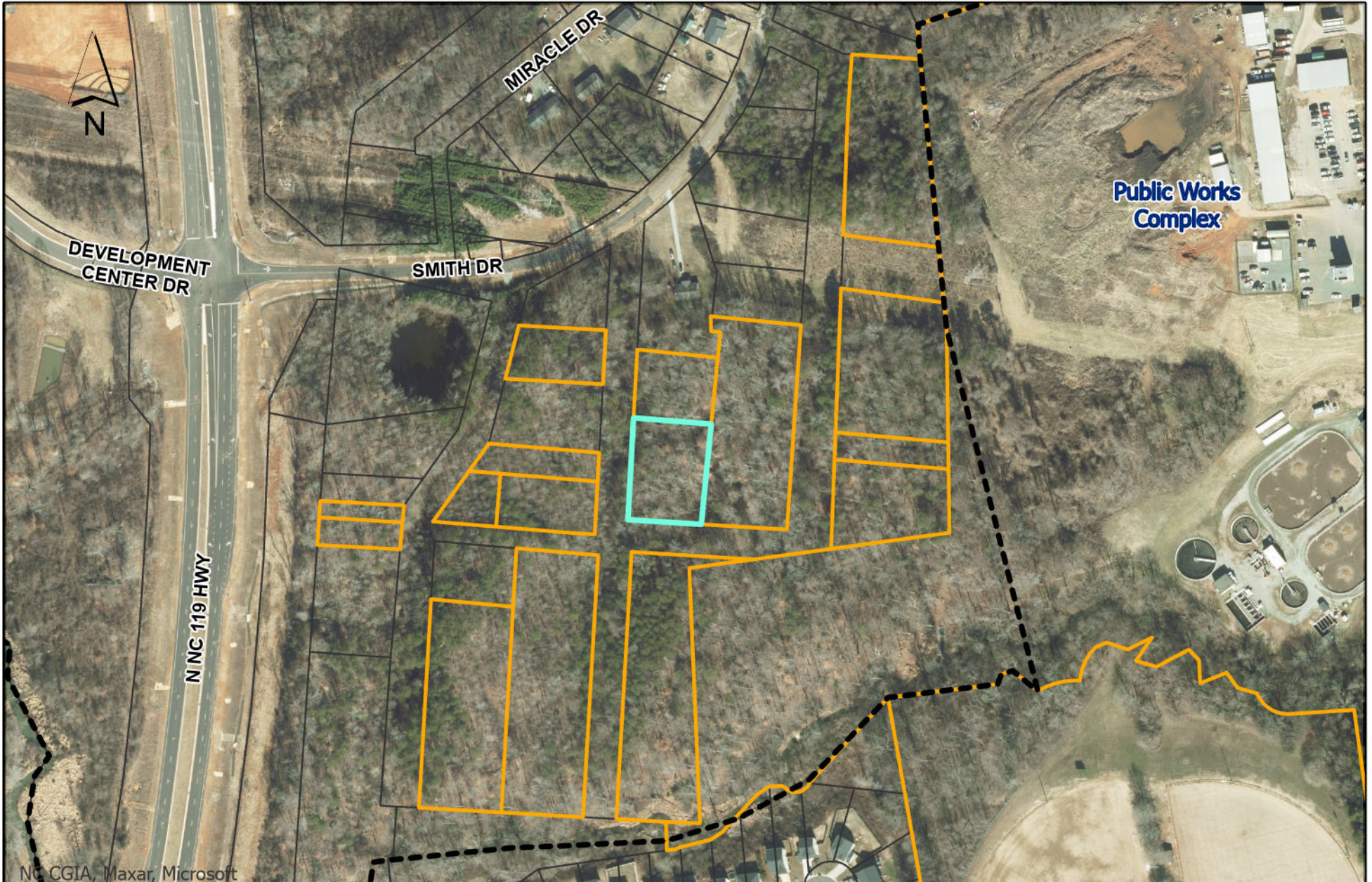
Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ N/A Firm: _____

Time: _____ AM PM By: _____
(Signature)

(Print name)





CITY OF MEBANE

**PROPOSED LAND
ACQUISITION**

DATE: 01/30/24

DRAWN BY: RG

SCALE: 1 INCH = 250 FT

 Proposed Property: GPIN 9815413223

 City Limits

 City Owned Properties

 Property Lines



AGENDA ITEM #6B

Purchase of Vacant Lot West of the Holt Street Park

Meeting Date

February 5, 2024

Presenter

Lawson Brown, City Attorney

Public Hearing

Yes No

Summary

Nelson Dollar has offered to sell the vacant lot to the West of Holt Street Park for \$30,000 (Alamance County tax value is \$45,000).

Background

Nelson Dollar contacted staff as to the City's interest in the property located West of the Holt Street Park. Staff believes that there is an opportunity to expand the park.

Financial Impact

The City will spend \$30,000 for the land purchase and an estimated \$5,000 for due diligence (phase 1 environmental, title examination, etc.).

Recommendation

Staff recommends the purchase of the property in accordance with the Offer to Purchase and Contract-Vacant Lot/Land.

Suggested Motion

I move that the City purchase the property located to the West of Holt Street Park pursuant to the terms of the Offer to Purchase and Contract, provided that the normal due diligence is satisfactory to staff, and that staff be authorized to take the necessary action to purchase the same.

Attachments

1. Offer to Purchase and Contract- Vacant Lot/Land
2. Aerial Photo of Vacant Lot

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

NOTE FOR NEW CONSTRUCTION: If Seller is Buyer's builder or has engaged a builder and the sale involves the construction of a new single-family dwelling prior to closing, use the standard Offer to Purchase and Contract-New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": NELSON DOLLAR

(b) "Buyer": CITY OF MEBANE

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property will will not include a manufactured (mobile) home(s).

The Property will will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.)

NOTE: If there is a manufactured or mobile home on the Property (regardless of whether it is inhabitable, uninhabitable, a fixture, or not affixed), then Seller should complete the Residential Property and Owners' Association Disclosure Statement and the Mineral and Oil and Gas Rights Mandatory Disclosure Statement under the Residential Property Disclosure Act (Chapter 47E of North Carolina's General Statutes) unless the Property is exempt.

Street Address: JACKSON STREET
City: MEBANE Zip: 27302
County: ALAMANCE, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable) 52 ACRES
Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 165999

Other description: _____

Some or all of the Property may be described in Deed Book 306 at Page 490



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.
Buyer initials _____ Seller initials _____



STANDARD FORM 12-T
Revised 7/2023
© 7/2023

(d) "Purchase Price":
 \$ 30,000
 \$ N/A
 \$ 1,000
 \$ N/A
 \$ N/A
 \$ N/A
 \$ 29,000

paid in U.S. Dollars upon the following terms:
 BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by cash personal check official bank check wire transfer electronic transfer (*specify payment service:* _____)
 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer electronic transfer.
 BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, **TIME BEING OF THE ESSENCE** by cash official bank check wire transfer electronic transfer
 BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) "Escrow Agent" (insert name): DAVIS & HUMBERT
 Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

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

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

Buyer initials _____ Seller initials JM

(h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 21(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on MARCH 30, 2023 *TIME BEING OF THE ESSENCE.*

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on APRIL 16, 2024 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 10, DELAY IN SETTLEMENT/CLOSING for conditions under which Settlement may be delayed.

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

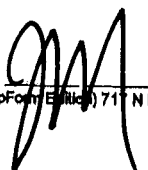
(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(l).

2. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

Buyer initials _____

Seller initials 

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

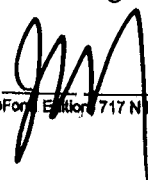
(xi) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

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Buyer initials _____

Seller initials 

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STANDARD FORM 12-T

Revised 7/2023

© 7/2023

Untitled

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: Conventional

USDA Other type: _____

_____ in the principal amount of _____

Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property: _____

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

Page 5 of 13

Buyer initials _____

Seller initials 

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. BUYER OBLIGATIONS:

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. SELLER OBLIGATIONS:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and dewinterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made (a) Buyer; (b) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (c) a trust for which Buyer is the beneficiary; (d) any relative of Buyer; and/or (e) Other: (Insert Name(s) Only): _____

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ — 0 — toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(n) **Owners' Association Disclosure and Condominium Resale Statement Addendum (Standard Form 2A12-T):** If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(o) **Seller's Breach of Contract:** See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

7. CHARGES BY OWNERS' ASSOCIATION: Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

- (i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

(b) **Buyer shall pay:**

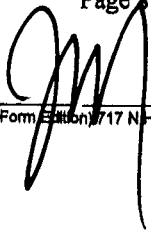
- (i) charges for providing information required by Buyer's lender;
- (ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) determining restrictive covenant compliance.

8. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

Page 8 of 13

Buyer initials _____

Seller initials 

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STANDARD FORM 12-T
Revised 7/2023
© 7/2023

Untitled

9. **CONDITION OF PROPERTY/RISK OF LOSS:**

(a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. **DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

12. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- Additional Provisions Addendum (Form 2A11-T)
- Additional Signatures Addendum (Form 3-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Loan Assumption Addendum (Form 2A6-T)
- Owners' Association Disclosure Addendum (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)
- Short Sale Addendum (Form 2A14-T)

Identify other attorney or party drafted addenda: LAWSON BROWN: PURCHASE IS SUBJECT TO CITY COUNCIL APPROVAL AS PROVIDED BY LAW

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

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

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT/RECORDATION:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

Buyer initials _____ Seller initials JM

18. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

21. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property as well as Seller's right under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

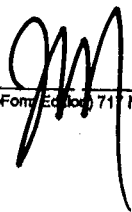
(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer initials _____

Seller initials _____



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

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Date: 1/24/24

Buyer: _____

Seller: NELSON DOLLAR

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer: CITY OF MERANO
 (Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller: _____
 (Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: [Signature]

Name: CHRIS ROLLINS

Name: _____

Title: CITY MANAGER
Print Name

Title: _____
Print Name

Date: _____

Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

Buyer initials _____ Seller initials [Signature]

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 106 E. WASHINGTON ST.
MEBAUN, NC 27302

Buyer Fax #: _____

Buyer E-mail: brown @ cnyd mcbone. com

SELLER NOTICE ADDRESS:

Mailing Address: P.O. Box 1352
CARY, NC 27512

Seller Fax #: 919.249.1600

Seller E-mail: jnelb1@aol.com

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: _____
Acting as Buyer's Agent Seller's (sub) Agent Dual Agent

Firm License #: _____

Mailing Address: _____

Individual Selling Agent: _____
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: N/A

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

Listing Firm Name: _____
Acting as Seller's Agent Dual Agent

Firm License #: _____

Mailing Address: _____

Individual Listing Agent: _____
 Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: N/A

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: _____ ("Buyer")

Property Address: _____ ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ N/A, receipt of which Listing Agent hereby acknowledges.

Date: _____ Firm: _____

By: _____
(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date: _____ Seller: _____

(Signature)

Date: _____ Seller: _____

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 6000,00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: DAVIS & HUMBERT

By: _____
(Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: _____

Time: _____ AM PM By: _____
(Signature)

(Print name)



NC CGIA, Maxar, Microsoft



CITY OF MEBANE

**PROPOSED LAND
ACQUISITION**

DATE: 01/30/24

DRAWN BY: RG

SCALE: 1 INCH = 150 FT

- Proposed Property: GPIN 9815835766
- City Owned Properties
- Property Lines



AGENDA ITEM #6C

Purchase of Vacant Lot on Lee Street

Meeting Date

February 5, 2024

Presenter

Lawson Brown, City Attorney

Public Hearing

Yes No

Summary

Lacy Lamont McDougald has offered to sell the vacant lot on Lee Street (unopened) and known as Alamance County Tax PIN 165055 for \$14,343 (Alamance County tax value).

Background

Lacy Lamont McDougald contacted staff as to the City's interest in the property located West of the WRRF. Staff believes that there is a need for additional land buffering the WRRF.

Financial Impact

The City will spend \$14,343 for the land purchase and an estimated \$5,000 for due diligence (phase 1 environmental, title examination, etc.).

Recommendation

Staff recommends the purchase of the property in accordance with the Offer to Purchase and Contract-Vacant Lot/Land.

Suggested Motion

I move that the City purchase the property located on Lee Street (unopened) and known as Alamance County Tax PIN 165055 pursuant to the terms of the Offer to Purchase and Contract, provided that the normal due diligence is satisfactory to staff, and that staff be authorized to take the necessary action to purchase the same.

Attachments

1. Offer to Purchase and Contract- Vacant Lot/Land
2. Aerial Photo of Vacant Lot

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
 [Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

NOTE FOR NEW CONSTRUCTION: If Seller is Buyer's builder or has engaged a builder and the sale involves the construction of a new single-family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": LACY LAMONT McDOUGALS

(b) "Buyer": CITY OF MEANE

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property will will not include a manufactured (mobile) home(s).
 The Property will will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

NOTE: If there is a manufactured or mobile home on the Property (regardless of whether it is inhabitable, uninhabitable, a fixture, or not affixed), then Seller should complete the Residential Property and Owners' Association Disclosure Statement and the Mineral and Oil and Gas Rights Mandatory Disclosure Statement under the Residential Property Disclosure Act (Chapter 47E of North Carolina's General Statutes) unless the Property is exempt.

Street Address: LEE STREET (UNOPENED)
 City: MEBANE Zip: 27302
 County: ALAMANCE, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable) 11, 12 & 13
 Plat Reference: Lot/Unit 10, Block/Section E, Subdivision/Condominium SOUTHVIEW
 as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: _____
 Other description: _____
 Some or all of the Property may be described in Deed Book 3019 at Page 142

(d) "Purchase Price":
 \$ 14,343 paid in U.S. Dollars upon the following terms:



This form jointly approved by:
 North Carolina Bar Association's Real Property Section
 North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T
 Revised 7/2023
 © 7/2023

Buyer initials _____ Seller initials _____

\$ N/A
 \$ 1,000.00
 \$ N/A
 \$ N/A
 \$ N/A
 \$ 13,343

BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by cash personal check official bank check wire transfer electronic transfer (*specify payment service: _____*)
 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer electronic transfer.
 BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, **TIME BEING OF THE ESSENCE** by cash official bank check wire transfer electronic transfer
 BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) **"Escrow Agent"** (insert name): DAVIS & HUMBERT
 Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

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

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **“Due Diligence”**: Buyer’s opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer’s sole discretion, will proceed with or terminate the transaction.

(i) **“Due Diligence Fee”**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer’s right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 21(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 21 for a party’s right to attorneys’ fees incurred in collecting the Due Diligence Fee.

(j) **“Due Diligence Period”**: The period beginning on the Effective Date and extending through 5:00 p.m. on FEBRUARY 29, 2024 **TIME BEING OF THE ESSENCE.**

(k) **“Settlement”**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney’s receipt of all funds necessary to complete such transaction

(l) **“Settlement Date”**: The parties agree that Settlement will take place on MARCH 31, 2024 (the “Settlement Date”), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 10, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **“Closing”**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney’s receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **“Special Assessments”**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners’ association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer’s and Seller’s respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(l).

2. BUYER’S DUE DILIGENCE PROCESS:

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer’s Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer’s failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer’s Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller’s obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

- costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

- (xi) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: Conventional USDA

Other type: _____

in the principal amount of _____

Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed. Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. BUYER OBLIGATIONS:

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. SELLER OBLIGATIONS:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates

the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and de-winterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

^{Buyer}
(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made (a) Buyer; (b) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (c) a trust for which Buyer is the beneficiary; (d) any relative of Buyer; and/or (e) Other: (Insert Name(s) Only) N/A.

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 10 toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(n) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(o) **Seller's Breach of Contract:** See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

7. CHARGES BY OWNERS' ASSOCIATION: Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

- (i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

(b) **Buyer shall pay:**

- (i) charges for providing information required by Buyer's lender;
- (ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) determining restrictive covenant compliance.

8. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Rents:** Rents, if any, for the Property;

(c) **Dues:** Owners' association regular assessments (dues) and other like charges.

9. CONDITION OF PROPERTY/RISK OF LOSS:

(a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. DELAY IN SETTLEMENT/CLOSING: This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. POSSESSION: Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

12. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- Additional Provisions Addendum (Form 2A11-T)
- Additional Signatures Addendum (Form 3-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Loan Assumption Addendum (Form 2A6-T)
- Owners' Association Disclosure Addendum (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)
- Short Sale Addendum (Form 2A14-T)

Identify other attorney or party drafted addenda: LAWSON BROWN PURCHASE IS SUBJECT TO CITY COUNCIL APPROVAL AS REQUIRED BY LAW. BUYER AGREES TO PAY DEED PREPARATION AND STAMPS

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

13. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

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

15. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. ENTIRE AGREEMENT/RECORDATION: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

18. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

21. REMEDIES:

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property as well as Seller's right under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____	Date: _____
Buyer: _____	Seller: <u>LACY LAMONT McDOUGALD</u>
Date: _____	Date: _____
Buyer: _____	Seller: _____
_____	_____
Entity Buyer: <u>CITY OF MEBANE</u>	Entity Seller: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)	(Name of LLC/Corporation/Partnership/Trust/etc.)
By: _____	By: _____
Name: <u>CHRIS ROLLINS</u>	Name: _____
<small>Print Name</small>	<small>Print Name</small>
Title: <u>CITY MANAGER</u>	Title: _____
Date: _____	Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 106 E. WASHINGTON STREET
MEBANE, NC 27302

Buyer Fax #: _____

Buyer E-mail: Hbrown@cityofmebane.com

SELLER NOTICE ADDRESS:

Mailing Address: 205 COLLINGTON DRIVE
MEBANE, NC 27302

Seller Fax #: phone 919

Seller E-mail: bidha@mebane.com
bidha@mebane.com

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: N/A
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Firm License#: _____

Mailing Address: _____

Individual Selling Agent: N/A
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

Listing Firm Name: N/A
Acting as Seller's Agent Dual Agent

Firm License#: _____

Mailing Address: _____

Individual Listing Agent: N/A
 Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: N/A _____ ("Buyer")

Property Address: _____ ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date _____

Firm: _____

By: N/A _____ (Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date: _____

Seller: N/A _____ (Signature)

Date: _____

Seller: _____ (Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 1,000,00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: DAVIS & HUMBERT _____

By: _____ (Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

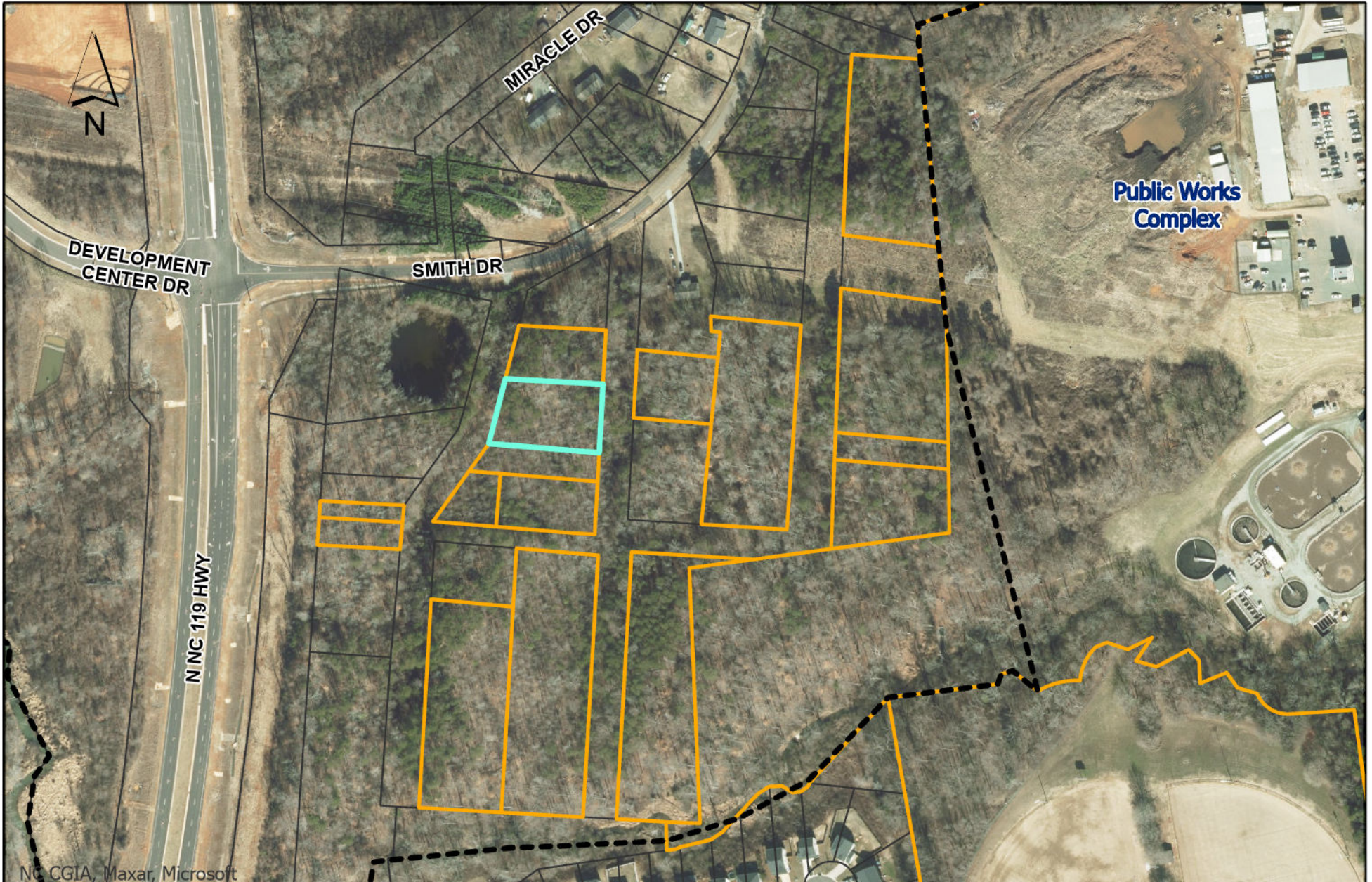
Firm: _____

Time: _____ AM PM N/A

By: _____ (Signature)

(Print name)





CITY OF MEBANE

**PROPOSED LAND
ACQUISITION**

DATE: 01/30/24

DRAWN BY: RG

SCALE: 1 INCH = 250 FT

 Proposed Property: GPIN 9815410395

 City Limits

 City Owned Properties

 Property Lines



AGENDA ITEM #7

Bicycle and Pedestrian Transportation Plan Update

Meeting Date

February 5, 2024

Presenters

Ashley Ownbey, Development Director
Harrison Wenchell, Transportation Planning
Team Lead with Stewart

Public Hearing

Yes No

Summary

Since the original Bicycle and Pedestrian Transportation Plan was adopted in 2015, the City of Mebane has utilized the goals and recommendations of that plan to guide development and investment in support of the vision of “a clean, connected, healthy, and active community where residents and visitors can experience nature, enjoy exercising, and travel safely by foot or by bicycle to local businesses, services, and schools”. Twenty-eight of the project recommendations from the 2015 plan have been successfully completed and a further eleven projects are approved and/or under construction. Other project recommendations have since been determined by City staff to be infeasible or no longer compatible with new development and other planned projects.

In the eight years since the original plan’s adoption, the population of Mebane has grown from approximately 13,000 residents in 2015 to more than 19,000 residents in 2022. This growth has been accompanied by a multitude of residential, commercial, and industrial developments, as well as major infrastructure projects such as the NC 119 Bypass. In light of this growth, the purpose of this update to the Bicycle and Pedestrian Transportation Plan is to evaluate the City’s current and future needs and to recommend new projects and strategies that will build on the accomplishments of the last eight years and continue to move Mebane forward to a connected and active future.

Background

Public engagement efforts for the Bicycle and Pedestrian Transportation Plan were coordinated with the Recreation and Parks Comprehensive Master Plan. Collectively these long-range planning efforts were branded as one effort: Together, Moving Mebane Forward. Engagement began with a three day in-person kickoff from August 15-17, 2022. The project team hosted six focus groups, interviewed seven stakeholder groups, and held a public meeting. Ninety community members attended either the focus groups or the public meeting and 23 stakeholders participated in interviews. In October 2022, over 7,000 postcard invitations were mailed to a random selection of residents for the purpose of completing a statistically valid survey. The survey was also available online and open to the public. The survey ran from October 2022 until early December 2022. A total of 311 surveys were completed between the invitation surveys and open link

surveys. A Social Pinpoint website was also developed as a community engagement hub for the plan, and it allowed over 150 individuals to use an interactive mapping tool and ideas board to provide feedback about the plan update.

The project team reviewed information gathered during the engagement period, presented results to the Mebane Bicycle and Pedestrian Advisory Commission (BPAC), and used the public input to develop a comprehensive list of projects. BPAC members and City staff ranked projects appearing on the list through a prioritization process, which resulted in a top ten project list. The final plan includes policy and strategy recommendations, a list of recommended projects, and detailed descriptions of the top ten projects.

Financial Impact

There is no immediate financial impact caused by the plan's adoption. The plan is intended to guide future investment, both public and private, in bicycle and pedestrian infrastructure in Mebane through development review and capital project planning.

Recommendation

The Mebane Bicycle and Pedestrian Advisory Commission unanimously (7-0) recommended approval of the plan at their January 22, 2024, meeting. The Mebane Planning Board unanimously (8-0) recommended approval of the plan at their January 16, 2024, meeting. Staff recommends approval of the Bicycle and Pedestrian Transportation Plan Update.

Suggested Motion

1. Motion to **approve** the Bicycle and Pedestrian Transportation Plan Update

The plan is reasonable and in the public interest, and is consistent with the goals and objectives of the City's adopted plans, specifically:

- ❑ The City's Comprehensive Land Development Plan Growth Management Goal 1.2: *"Continue to support historic Downtown Mebane's culture, aesthetics, walkability, bikeability, shopping, dining, and housing options."* and
- ❑ The City's Comprehensive Land Development Plan Public Facilities and Infrastructure Goal 2.1: *"Improve safety and confidence of pedestrian access across major streets, including I-40/85, US-70, NC-119, Mebane-Oaks Road and other highly-traveled roadways."* and
- ❑ The City's Comprehensive Land Development Plan Open Space and Natural Resource Protection Goal 4.2: *"Provide greenways, parks and open space connectivity between different land uses and across major transportation corridors, thereby advancing safety and health."*

Attachments

1. Preliminary Presentation Slides
2. Bicycle and Pedestrian Transportation Plan Update – [click here to access.](#)
3. City of Mebane Bicycle and Pedestrian Transportation Plan, January 2015 – [click here to access.](#)

Mebane Bicycle and Pedestrian Transportation Plan Update



Bicycle and Pedestrian Transportation Plan Update

February 5, 2024

- 2024 Bicycle and Pedestrian Transportation Plan (BPTP) is an update to the original 2015 BPTP plan
- Significant Accomplishments to Date
 - Developed the Bicycle and Pedestrian Advisory Commission (BPAC)
 - Adopted Complete Streets Resolution in December 2018
 - Community Bike Events
 - Updates to the Unified Development Ordinance (UDO) in June 2022
 - Completed Projects (bike, ped, intersection)



Accomplishments to Date

Table 1: Completed Bicycle and Pedestrian Improvement Projects

Name	Facility Type	Extent	Details/Distance
Arrowhead Blvd	Sidewalk	Existing sidewalk east of Tanger Outlets to E Oakwood St	919 Feet
N Charles Street	Bike Boulevard	W Stagecoach Road to W Carr Street	Pavement Markings and Signage
W Clay Street	Bike Boulevard	N Charles Street to N Fifth Street	Pavement Markings and Signage
W Clay Street	Sidewalk	N Charles Street to the Community Park	1,150 Feet
E Center Street	Sidewalk	N Ninth Street west to existing sidewalk	450 Feet
N Fifth Street	Bike Boulevard	E Center Street to E Stagecoach Rd	Pavement Markings and Signage
S Fifth St	Sidewalk	E Dogwood Drive west to existing sidewalk	341 Feet
W Jackson Street	Sidewalk	S Third Street east to existing sidewalk	96 Feet
W Jackson Street	Sidewalk	S First Street to S Third Street	539 Feet
W Jackson Street	Sidewalk	S First Street to Holt St Park	549 Feet
NC 119	Sidewalk	S Fifth Street to S Third Street	1,317 Feet
S NC 119	Sidewalk	Lowes Blvd to Holmes Road	2,189 Feet
S NC 119	Sidewalk	I-40 Ramp to Holmes Road	1,574 Feet
S Second Street	Sidewalk	W Holt Street to W Lee Street	846 Feet

Accomplishments to Date

Table 2: Completed Intersection Improvements

Road 1	Road 2	Facility
W Carr Street	N Charles Street	Sidewalk, curb ramps, and crosswalk
W Clay Street	N Charles Street	High-visibility crosswalk
N Fifth Street	Kit Lane and Kit Court	Crosswalk and curb ramps
S Fifth Street	Mebane Oaks Road and Falcon Lane	Crosswalks, curb ramps, pedestrian signals
S Fifth Street	East Roosevelt Street	Crosswalk across Fifth, signage
Fourth Street	US-70 / Center Street	All way countdown timers and crosswalks
W Ruffin Street	N Charles Street	High-visibility crosswalk, signage, and curb ramps
N Third Street	W Crawford Street	Crosswalk and curb ramps
N Third Street	US-70 / Center Street	Crosswalk and pedestrian countdown, all-way
S Third Street	W Roosevelt Street	Crosswalk and curb ramps - 3-way
S Third Street	Corregidor Street	High-visibility crosswalk and signage
S NC 119	Sidewalk	Lowes Blvd to Holmes Road
S NC 119	Sidewalk	I-40 Ramp to Holmes Road
S Second Street	Sidewalk	W Holt Street to W Lee Street

Table 3: Approved and Under Construction Bicycle and Pedestrian Projects

Name	Facility Type	Extent	Details/Distance
S Eleventh Street	Sidewalk	Frontage of 11th Street Apartments	470 Feet
N First Street	Multi-Use Path	E Stagecoach Road to Eastside Creek	1,300 Feet
Holt Street Greenway	Multi-Use Path	Corregidor Drive to S Third Street	4,285 Feet
Lebanon Road	Multi-use path	Heartpine Drive to E Stagecoach Road	0.8 Mile

Table 3: Approved and Under Construction Bicycle and Pedestrian Projects (Continued)

Name	Facility Type	Extent	Details/Distance
N Ninth Street	Sidewalk	E Stagecoach Road to E Laramie Drive	560 Feet
Oakwood Street	Multi-use path	Abbott Street to Pryor Street	1,000 Feet
Oakwood Street	Multi-use path	Frontage of Oakwood subdivision	400 Feet
Old Hillsborough Road	Multi-use path	Fairhaven Drive to Brockton Drive	1,500 Feet
Old Hillsborough Road	Multi-use path	Mebane Oaks Road to Summit Church Drive-way	390 Feet
E Stagecoach Road	Multi-use path	Lebanon Road to N Ninth Street	1,500 Feet
Wilson Road	Sidewalk	Frontage of McKay's Bookstore	290 Feet

Key Inputs:

- Existing Conditions
- Data Analysis
- Public/Stakeholder Engagement
- Prioritization Process
- Development of BPTP Draft – Oct. 10, 2023
- BPAC Meeting - Oct. 16, 2023
- Update BPTP Draft – Jan. 5, 2024
- Planning Board – Jan. 16, 2024
- City Council – February 5, 2024



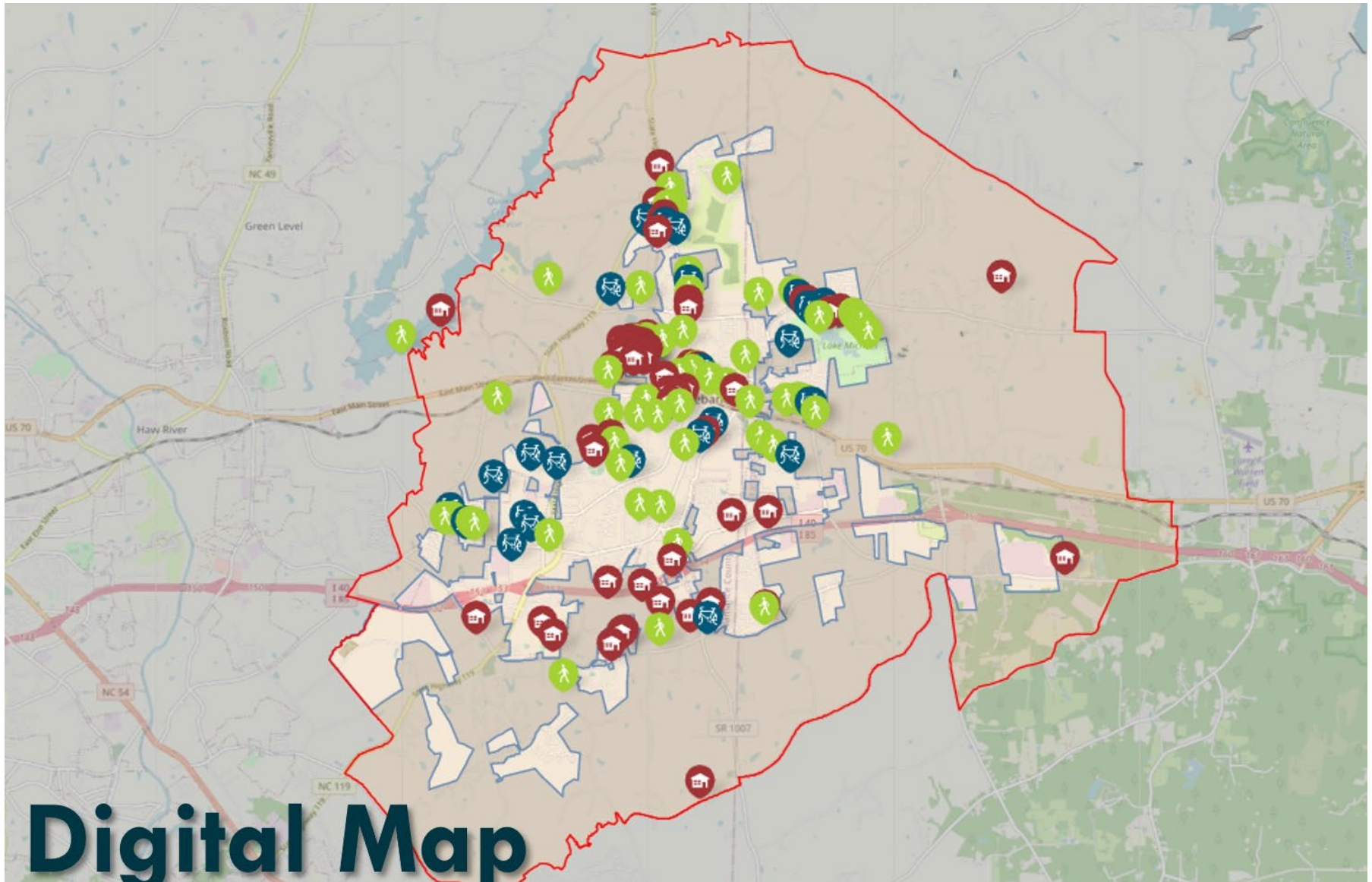
“A clean, connected, healthy, and active community where residents and visitors can experience nature, enjoy exercising, and travel safely by foot or by bicycle to local businesses, services, and schools.”

- **Goal #1: Build high-priority bicycle and pedestrian facilities** as part of a comprehensive network to better connect neighborhoods to the downtown, public spaces, and other important destinations.
- **Goal #2: Increase pedestrian and bicyclist safety** by reducing the number of bicycle and pedestrian-related accidents each year.
- **Goal #3: Improve pedestrian connectivity** by filling sidewalk gaps and providing crosswalks at intersections.
- **Goal #4: Continue and enhance community events to educate and encourage residents** to bike and walk to school, to local businesses and services.
- **Goal #5: Raise awareness and educate** decision-makers, stakeholders, interest groups, and the public on the benefits of bikeways, walkways, greenway trails, and active, healthy lifestyles.

Outreach Statistics

- 311 Statistically Valid Surveys & Open Link Surveys completed
 - 7,000 survey-invite postcards were mailed
- 153 Bicycle and Pedestrian Comments on the Digital Map & Ideas Wall
 - Interactive engagement via Social Pinpoint site
- 90 Focus Group & Public Meeting Attendees
- 75 In-person Mapping Exercise Points
- 23 Stakeholders Interviewed







Boyle Heights Beat
Handball provides exercise...



irch Collections

Like Dislike

Lacrosse is an up and coming sport for men and women, that was discussed prior to the artificial turf fields being built. This was not incorporated on the new fields. Flag football male and female league.

Recreational Programming | 2 months ago
Like Dislike

I would really love to see a paved pumptrack for bicycles. It is a great activity for all ages.



Bicycle Connectivity | 2 months ago
Like +5 Dislike

We need to have a year round, enclosed, multi-pool facility for competition, such as the Sportsplex in Hillsborough or Cary Aquatic Center. There has been previous discussion about a YMCA with multiple city council members over the past 2 decades and nothing has been done. Our community needs something like this for all age groups, from infants to seniors. A complex like Sportsplex, with iceskating, pool, and workout is nice. Mebanites always have to go out of town to do YMCA activities.

Other/Misc. | 2 months ago
Like +6 Dislike -1

We need volleyball nets to be fixed, or add new ones, either is fine. Thank you.

Recreational Programming | 3 months ago
Like +1 Dislike

Would like to see outdoor pickleball courts not just tennis. Also more time allotted to indoor pickleball with lessons (paid and unpaid).

Other/Misc. | 3 months ago
Like +2 Dislike

to walk dogs. Do poop the way. Maybe more d water available.

Like +2 Dislike

Ideas Wall

Top Three Bike/Ped Priorities Selected by Survey Respondents:

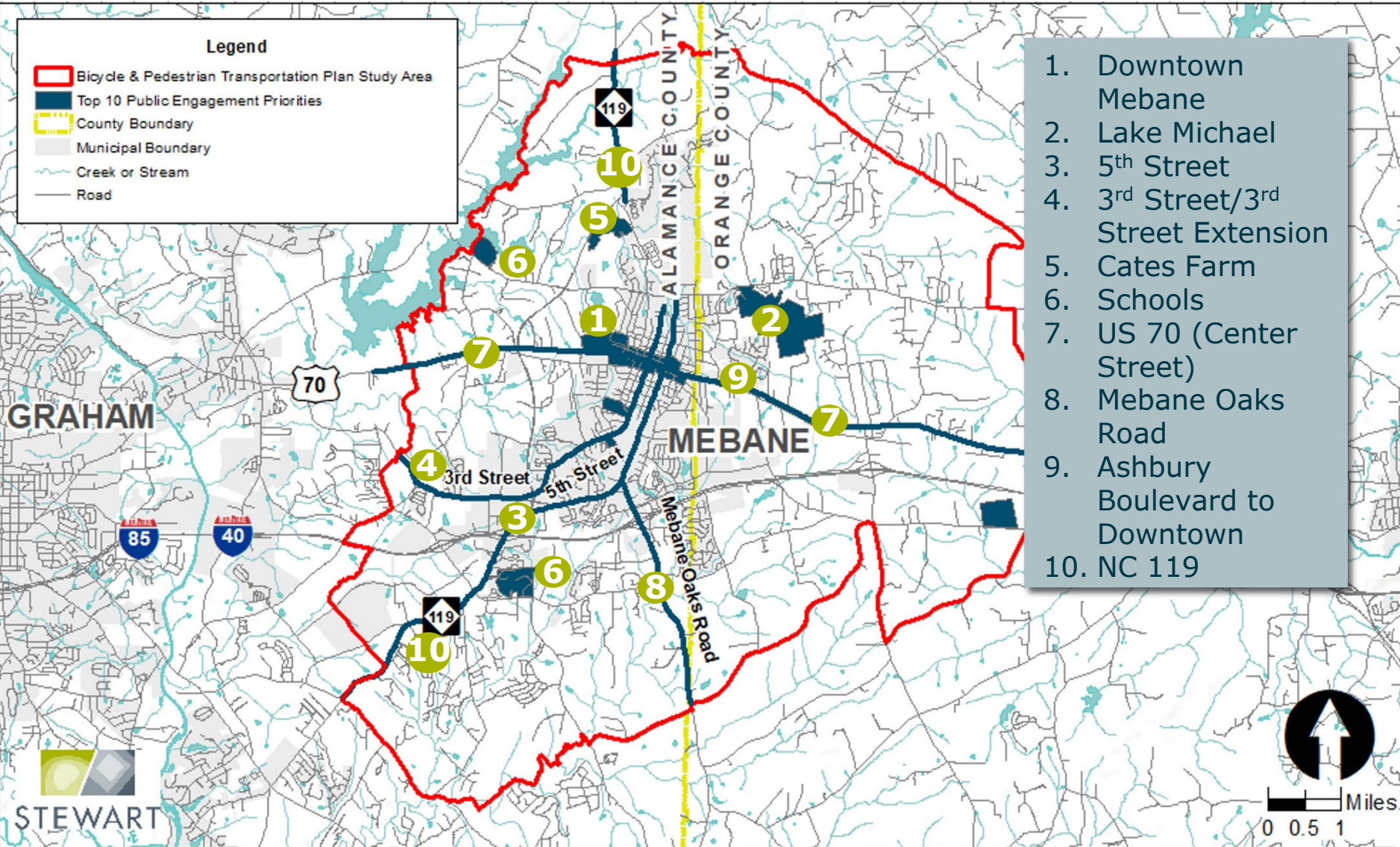
1. Improve sidewalk connectivity
2. Better connections to destinations (parks, shops, schools, and employment centers)
3. Off-street paths (greenways and multi-use paths)

Public Engagement Themes:

- Enhance the sidewalk network
- Crosswalk improvements or crosswalk installations
- Walking, biking and rolling to parks is important to Mebanites
- Existing bicycle facilities are insufficient

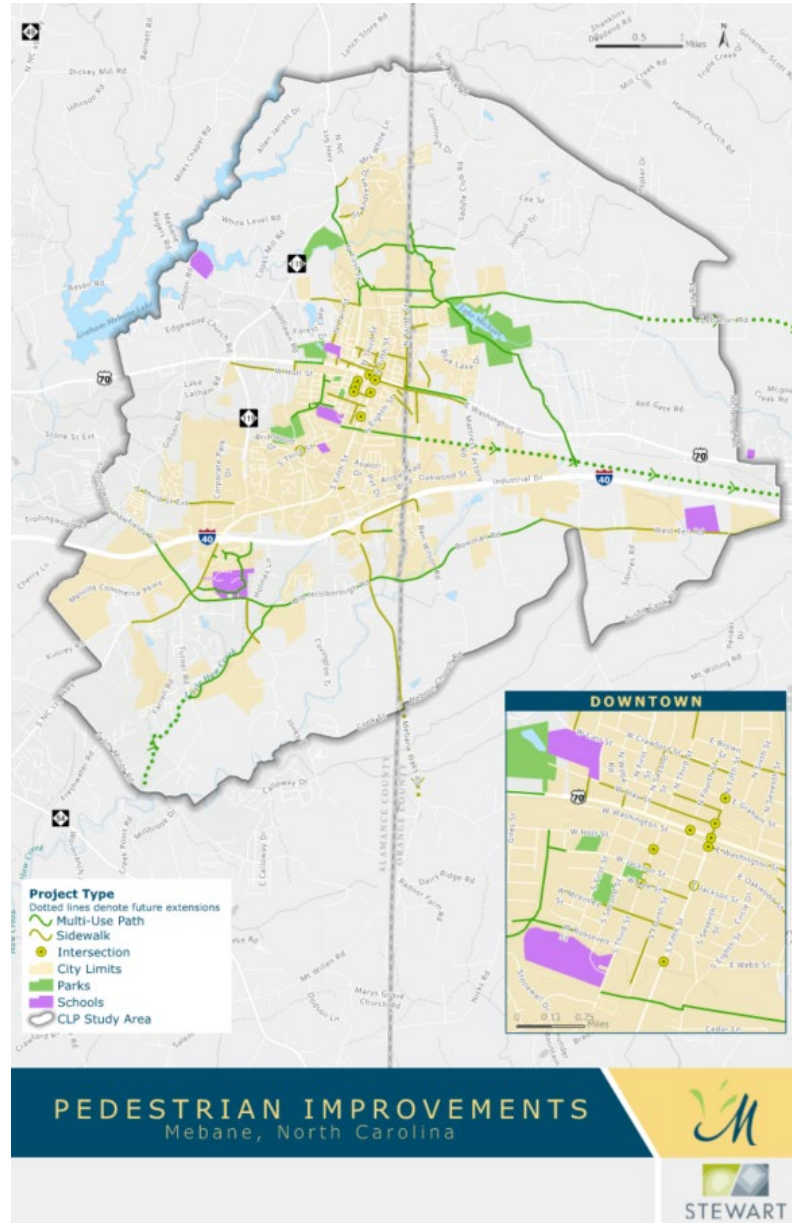


Top 10 Areas to Improve Walking, Rolling and Biking in Mebane

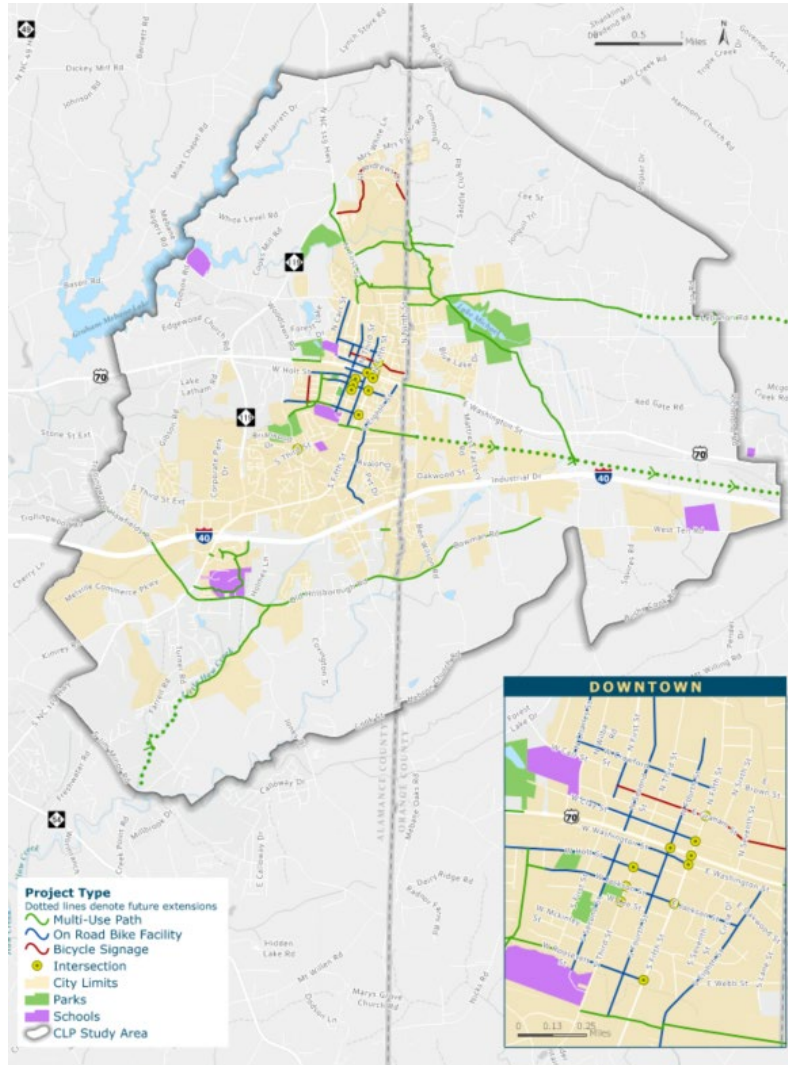


1. Connectivity around/to Downtown Mebane
2. Improve bicycle and pedestrian facilities from neighborhoods to Lake Michael Park and improving the existing trail system at Lake Michael Park
3. Improve bicycle and pedestrian facilities on 5th Street
4. Improve bicycle and pedestrian facilities on 3rd Street and 3rd Street Extension
5. Improve bicycle and pedestrian facilities from neighborhoods to Cates Farm Park
6. Improve bicycle and pedestrian connectivity from surrounding neighborhoods to schools
7. Improve bicycle and pedestrian facilities on US 70 (Center Street)
8. Improve bicycle and pedestrian facilities on Mebane Oaks Road
9. Sidewalk connectivity from Ashbury Boulevard to Downtown Mebane
10. Improve bicycle and pedestrian facilities on NC 119

Pedestrian Improvement Projects Map



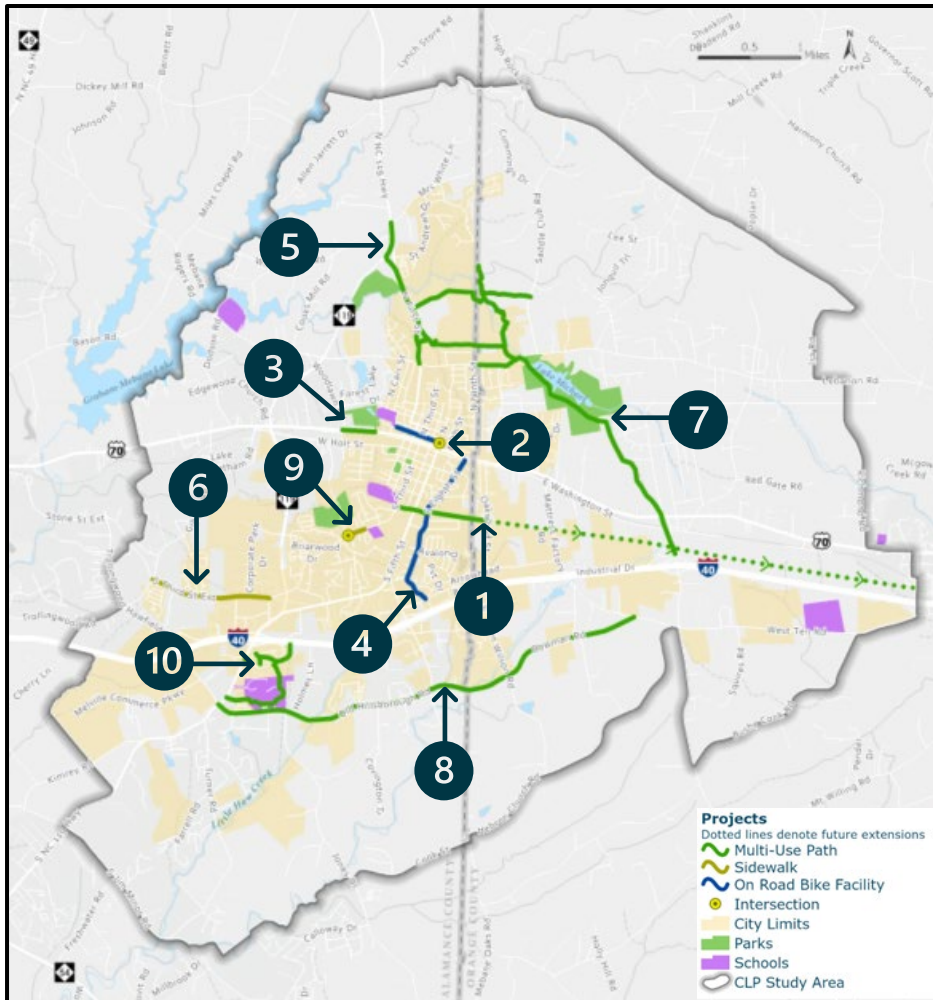
Bicycle Improvement Projects Map



BICYCLE IMPROVEMENTS
Mebane, North Carolina



Top 10 Priority Projects



- 1. Central Mebane East-West Greenway** - multi-use path
- 2. Clay Street** - intersection improvements and on-road bike facility
- 3. U.S. 70 (Center Street)** - multi-use path
- 4. Eighth Street Bike Boulevard** - on-road bike facility
- 5. North First Street** - multi-use path
- 6. Third Street Extension** - sidewalk
- 7. Lake Michael Trail Connections** - multi-use path
- 8. Old Hillsborough Road and Bowman Road Connections** - multi-use path
- 9. South Third Street** - intersection improvements and sidewalk
- 10. Hawfields Greenway** - multi-use path

Overall Strategies:

1. Address sidewalk gaps and need for improved pedestrian crossings in downtown and other priority locations.
2. Continue to coordinate recommendations from other adopted plans.
3. Complete priority bicycle and pedestrian projects identified in this plan and track and identify funding for bicycle and pedestrian facility maintenance.
4. Consider pilot projects to test out roadway retrofits to improve bicycle and pedestrian safety.
5. Support staff capacity and education on active transportation planning issues and design standards.
6. Adopt performance measures to track the City's progress on addressing the issues outlined in this plan.
7. Continue to support local and regional bicycle and pedestrian planning efforts.



Recommendations

Policies and Standards:

8. Continue implementing the Complete Streets policy adopted in December of 2018.
9. Utilize the development review and approval process and coordinate with private development to improve bicycle and pedestrian connectivity and safety.
10. Plan for routine, annual and remedial management and maintenance of bicycle and pedestrian infrastructure.
11. Ensure adherence to the Americans with Disabilities Act (ADA).



Education and Encouragement:

12. Continue and build on current activities including the Annual Bike Rodeo and Bike Month promotion and events.
13. Support local bicycle and pedestrian centered organizations and events, such as run clubs and walking groups.
14. Encourage support and sponsorship from local businesses for bicycle and pedestrian events.
15. Coordinate with the BPAC and Mebane Public Information Officer (PIO) to increase public education and engagement around walking and bicycling. Make sure successes and project updates are publicly announced.
16. Promote use of bicycle and pedestrian facilities through more health-directed education related to the benefits of cardiovascular activity and wellness. Create literature and initiatives to educate community members on the benefits of active transportation and recreation. - Suggestion from BPAC member.



AGENDA ITEM #8

Bicycle and Pedestrian Advisory Commission (BPAC) Appointments

Meeting Date

February 5, 2024

Presenter

Ashley Ownbey, 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 of each County is ensured with a dedicated position. There are currently three openings on the BPAC - one vacant City position, one vacant Alamance County position, and one open at-large position.

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 one City position, one Alamance County position, and one at-large position on the BPAC. 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 current BPAC member Katy Jones, who is requesting reappointment to her at-large position.

Staff has no recommendation regarding the six qualified individuals who applied for the remaining two positions (City and Alamance County): Alexander Leaman, Casey Roberston, Beth Bell, Conni Fisher, Courtney Dunkerton, and Jackson Szeto. No applications were received from individuals living in the extraterritorial jurisdiction. All applications are from residents living in the Mebane City Limits in Alamance County.

Suggested Motion

Motion to appoint Katy Jones, _____, 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.

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 ETJ; 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 Recreation & Parks
Department**

106 E. Washington St.
Mebane, NC 27302

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

Registration/Payment Receipt 59724695

08/18/2023 03:45 PM

Account Information

Alexander Leaman
516 North Second Street
Mebane, NC 27302

Item	Amount Paid
Alexander Leaman for Bicycle & Pedestrian Advisory Commission Application BPAC Fall 2023 (BPAC Fall 2023)	\$0.00
EXPIRATION DATE: N/A	
Total Payment	\$0.00

Prompt(s)

Do you live inside the Mebane City Limits? (Alexander Leaman) Yes

Do you live in Alamance or Orange County? (Alexander Leaman) Alamance

Are you currently serving on a board or commission of the City of Mebane? (Alexander Leaman) No

If you are serving on a board or commission, please list which one(s) (Alexander Leaman) n/a

Why do you wish to serve the City in this capacity? (Alexander Leaman) To assist the city in creating a safe and enjoyable community.

Please list the address of your employer (Alexander Leaman) 1014 Corporate Park Dr, Mebane, NC 27302

Please list your job title and duties at your current job (Alexander Leaman) Heat Press Operator

Please list the name of your employer (Alexander Leaman) Sports Endeavors

Please list your educational background. Include the name of all schools attended: (Alexander Leaman) B.A. English James Madison University, Harrisonburg VA

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

Activity Notes

Bicycle & Pedestrian Advisory Commission Application BPAC Fall 2023

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. If you have any questions, please email Rachel Gaffney at rgaffney@cityofmebane.com.



**Mebane Recreation & Parks
Department**

106 E. Washington St.
Mebane, NC 27302

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

Registration/Payment Receipt 64327314

01/12/2024 03:44 PM

Account Information

Casey Robertson (he/him)
407 W Crawford St
Mebane, NC 27302
919-593-2646

Item	Amount Paid
Casey Robertson (he/him) for Bicycle & Pedestrian Advisory Commission Application BPAC 2024 (BPAC 2024)	\$0.00
EXPIRATION DATE: N/A	
Total Payment	\$0.00

Prompt(s)

Do you live inside the Mebane City Limits? (Casey Robertson (he/him)) Yes

Do you live in Alamance or Orange County? (Casey Robertson (he/him)) Alamance

Are you currently serving on a board or commission of the City of Mebane? (Casey Robertson (he/him)) No

If you are serving on a board or commission, please list which one(s) (Casey Robertson (he/him)) n/a

Why do you wish to serve the City in this capacity? (Casey Robertson (he/him)) I am an involved cyclist and pedestrian in a family full of them, so I'd like to participate in ways to make it safer, more enticing, and more convenient for others.

Please list the address of your employer (Casey Robertson (he/him)) I am self employed

Please list your job title and duties at your current job (Casey Robertson (he/him)) Full-time freelance illustrator and graphic designer

Please list the name of your employer (Casey Robertson (he/him)) Self

Please list your educational background. Include the name of all schools attended: (Casey Robertson (he/him)) I have an associate degree in my field (design/illustration). The school I went to for this degree is now out of business. Interesting story. Collins College, Tempe, AZ.

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

Activity Notes

Bicycle & Pedestrian Advisory Commission Application BPAC 2024

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. If you have any questions, please email Rachel Gaffney at rgaffney@cityofmebane.com.



**Mebane Recreation & Parks
Department**

106 E. Washington St.
Mebane, NC 27302

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

Registration/Payment Receipt 64455542

01/17/2024 11:21 AM

Account Information

Beth Bell
207 South 4th Street
Mebane, NC 27302
336-260-6180

Item	Amount Paid
Beth Bell for Bicycle & Pedestrian Advisory Commission Application BPAC 2024 (BPAC 2024)	\$0.00
EXPIRATION DATE: N/A	
Total Payment	\$0.00

Prompt(s)

Do you live inside the Mebane City Limits? (Beth Bell) Yes

Do you live in Alamance or Orange County? (Beth Bell) Alamance

Are you currently serving on a board or commission of the City of Mebane? (Beth Bell) No

If you are serving on a board or commission, please list which one(s) (Beth Bell) na

Why do you wish to serve the City in this capacity? (Beth Bell) I have lived in downtown Mebane for 25 years and I am a teacher at Eastern Alamance High School. My nephew lives with me and goes to Woodlawn Middle. We use the sidewalks and streets every day to ride bikes, walk our dogs, or go to local downtown shops as well as local parks. I would like to be an advocate for the use of walkways, parks, trails, and bike paths so others can enjoy what we have available here in downtown Mebane and other parts of the city.

Please list the address of your employer (Beth Bell) 4040 Mebane Rogers Road, Mebane, NC 27302

Please list your job title and duties at your current job (Beth Bell) Teacher, teach 9th - 12th graders in Interior Design (3 levels).

Please list the name of your employer (Beth Bell) Eastern Alamance High School

Please list your educational background. Include the name of all schools attended: (Beth Bell) ACC, AAS ASU, BS NCA&T, MAT UNCG, PhD

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

Activity Notes

Bicycle & Pedestrian Advisory Commission Application BPAC 2024

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. If you have any questions, please email Rachel Gaffney at rgaffney@cityofmebane.com.



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: Conni Fisher

Home Address: 209 E Jackson St Mebane, NC 27302

Mailing Address (if different): N/A

Home Phone: 336-512-2379 Business Phone: 919-563-5991

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): 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: As a woman who walks her Labrador/Hound Dog Mix and Beagle/German Pinscher Mix on Mebane sidewalks almost every day, I am increasingly concerned by the number of bike riders I am seeing on the sidewalk. Many of them do not yield to walkers, and run right past me and my dogs with only inches to spare. This is not just dangerous for walkers like me and my dogs (all my dogs have to do is step sideways into the spokes of the bike wheels and we are all injured!), this is dangerous for the bike riders as well. However, I do understand their viewpoint of wanting to stay off of Mebane roads at times, because there are streets in Mebane where it is very narrow and car drivers and bike riders compete for the same spaces. I want to be a part of the board that is trying to find solutions to these issues so that no one is injured, and cars, bikes, and walkers can all enjoy their own spaces in safety.

Education

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

Radford University – Bachelor of Science in Communications and Public Relations

University of North Carolina at Greensboro – Master’s Degree in Special Education

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: Alamance Burlington School System

Address: 1712 Vaughn Rd Burlington, NC 27217

Title and Duties:

I am an Exceptional Children’s Teacher at Eastern Alamance High School. My duties include teaching various classes, co-teaching various classes, completing assessments on my caseload of special education students, filling out paperwork, and coordinating meetings between school staff and parents in order to keep parents informed and involved in their child’s education. I write goals for my caseload of students and I make sure that my students are making progress on those goals, and tweaking those goals as necessary to help my students progress in their overall education to graduate from high school.

Civic Involvement

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

I do not current hold membership with any civic organizations.

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.



**Mebane Recreation & Parks
Department**

106 E. Washington St.
Mebane, NC 27302

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

Registration/Payment Receipt 64668127

01/23/2024 04:54 PM

Account Information

Katy Jones
500 South 5th Street
Mebane, NC 27302
919-883-7848

Item	Amount Paid
Katy Jones for Bicycle & Pedestrian Advisory Commission Application BPAC 2024 (BPAC 2024)	\$0.00
EXPIRATION DATE: N/A	
Total Payment	\$0.00

Prompt(s)

Do you live inside the Mebane City Limits? (Katy Jones) Yes

Do you live in Alamance or Orange County? (Katy Jones) Alamance

Are you currently serving on a board or commission of the City of Mebane? (Katy Jones) Yes

If you are serving on a board or commission, please list which one(s) (Katy Jones) Chair, Bicycle and Pedestrian Advisory Commission

Why do you wish to serve the City in this capacity? (Katy Jones) Please find my enclosed application for a position on one of the City of Mebane’s advisory boards and commissions. I have been a resident of Mebane for over 16 years and have a passion for seeing our town grow while also advancing equitable access to active lifestyles for the residents of Mebane. I currently live in downtown Mebane with my husband and two sons who are active in the Mebane Youth Soccer Association. I have strong experience in communications, marketing, social media and grant writing. A few highlights of my experience relevant to both the Ped/Bike and Parks and Recreation Committees include: Current chair of the BPAC and past member for 3 years Helped launch the website www.walkbiketoschool.org to support schools and community organizations in hosting International Walk to School Days. Supporting grantees across the country with media and marketing support during my time at the Robert Wood Johnson Foundation-funded Active Living By Design (now Healthy Pl

Please list the address of your employer (Katy Jones) 4747 Skyline Rd S #100, Salem, OR 97306

Please list your job title and duties at your current job (Katy Jones) Chief Customer Officer

Please list the name of your employer (Katy Jones) Trustwell

Please list your educational background. Include the name of all schools attended: (Katy Jones) UNC-Chapel Hill (Undergraduate) WVU School of Media (Graduate) Western Carolina (Graduate Certificate)

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

Activity Notes

Bicycle & Pedestrian Advisory Commission Application BPAC 2024

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**Mebane Recreation & Parks
Department**

106 E. Washington St.
Mebane, NC 27302

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

Registration/Payment Receipt 64765712

01/26/2024 12:43 PM

Account Information

Courtney Dunkerton (she/her)
510 Hill Lane
Mebane, NC 27302
336-264-0485

Item	Amount Paid
Courtney Dunkerton (she/her) for Bicycle & Pedestrian Advisory Commission Application BPAC 2024 (BPAC 2024)	\$0.00
EXPIRATION DATE: N/A	
Total Payment	\$0.00

Prompt(s)

Do you live inside the Mebane City Limits? (Courtney Dunkerton (she/her)) Yes

Do you live in Alamance or Orange County? (Courtney Dunkerton (she/her)) Alamance

Are you currently serving on a board or commission of the City of Mebane? (Courtney Dunkerton (she/her)) No

If you are serving on a board or commission, please list which one(s) (Courtney Dunkerton (she/her)) N/A

Why do you wish to serve the City in this capacity? (Courtney Dunkerton (she/her)) Our family has lived in Mebane for 20 years, and have all been cyclists and pedestrians here. I have trained for multiple half marathons over the years and have experienced Mebane's growth from this perspective as I have sought "long runs" that are safe and accessible. I believe my experience as a pedestrian, runner, coach and advocate will enhance this advisory board. I am passionate about promote wellbeing of Mebanites through outdoor activities.

Please list the address of your employer (Courtney Dunkerton (she/her)) 811 Spring Forest Rd, Suite 900, Raleigh, NC 27609

Please list your job title and duties at your current job (Courtney Dunkerton (she/her)) As Human Trafficking Program Coordinator, I review policies, program and survivor needs and develop trainings, events, and resources from these inputs. I facilitate meetings, design and implement projects. I have extensive experience and excellent skills in writing, speech, and communication. I work with a diverse group of stakeholders. I also serve as head volleyball coach at Broadview Middle School and as head JV Coach as Cummings.

Please list the name of your employer (Courtney Dunkerton (she/her)) North Carolina Coalition Against Sexual Assault

Please list your educational background. Include the name of all schools attended: (Courtney Dunkerton (she/her)) UNC Chapel Hill, Towson University--English Lit/Composition
Various certifications related to my job as advocate, trainer and coach

Please list the names of all civic organizations in which you currently hold membership:
North Carolina Wildlife Federation

Activity Notes

Bicycle & Pedestrian Advisory Commission Application BPAC 2024

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**Mebane Recreation & Parks
Department**

106 E. Washington St.
Mebane, NC 27302

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

Registration/Payment Receipt 59668964

08/17/2023 12:36 PM

Account Information

Tekcave LLC
Jackson Szeto
1501 Iron Dr
Mebane, NC 27302

Item	Amount Paid
Jackson Szeto for Bicycle & Pedestrian Advisory Commission Application BPAC Fall 2023 (BPAC Fall 2023)	\$0.00
EXPIRATION DATE: N/A	
Total Payment	\$0.00

Prompt(s)

Do you live inside the Mebane City Limits? (Jackson Szeto) Yes

Do you live in Alamance or Orange County? (Jackson Szeto) Alamance

Are you currently serving on a board or commission of the City of Mebane? (Jackson Szeto) No

If you are serving on a board or commission, please list which one(s) (Jackson Szeto) I do not currently serve on any board or commission

Why do you wish to serve the City in this capacity? (Jackson Szeto) I have a strong interest in promoting local commuting by personal transportation vehicles both analog and electric. I believe Mebane has a great infrastructure local residents can take advantage of and improve upon to make commuting locally without traditional automobiles easier and safer. Limiting automobile traffic is a great way to reduce carbon footprint but also increase pedestrian and cycling safety. Overall, I wish to replace my local commute to strictly in forms of personal electric vehicles such as e-bikes, onewheels, and electric unicycles.

Please list the address of your employer (Jackson Szeto) 6300 Edgelake Dr, Sarasota, FL 34240

Please list your job title and duties at your current job (Jackson Szeto) Product Sales Specialist. My responsibilities include Audio Visual equipment design for Healthcare facilities.

Please list the name of your employer (Jackson Szeto) CAE Healthcare

Please list your educational background. Include the name of all schools attended: (Jackson Szeto) Bachelor of Media Studies Master in Education for instructional design UNCG NCSU

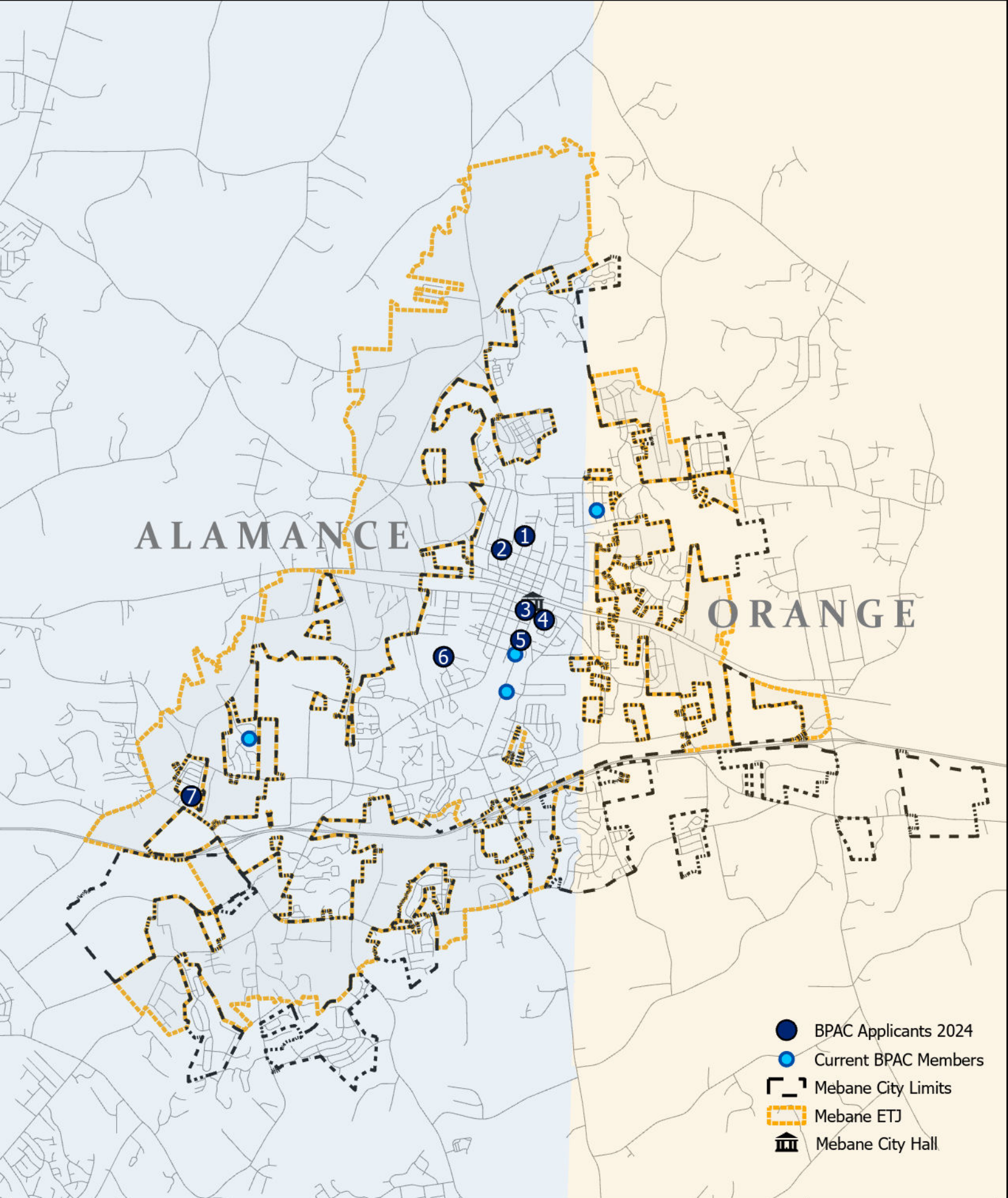
Please list the names of all civic organizations in which you currently hold membership:
I do not currently hold memberships of any civic organizations.

Activity Notes

Bicycle & Pedestrian Advisory Commission Application BPAC Fall 2023

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. If you have any questions, please email Rachel Gaffney at rgaffney@cityofmebane.com.



ALAMANCE

ORANGE

- BPAC Applicants 2024
- Current BPAC Members
- Mebane City Limits
- Mebane ETJ
- Mebane City Hall

N



2024 Mebane BPAC Applicants

DATE: 01/29/2024

1 inch = 5,000 feet



AGENDA ITEM #9

Water Shortage Response Plan

Meeting Date

February 5, 2024

Presenter

Kyle Smith, Utilities Director

Public Hearing

Yes No

Summary

Per State regulations, every 5 years the City of Mebane's Water Shortage Response Plan (WSRP) is due for a review and any needed revisions. Upon review, the existing Plan was adequate, and no revisions were needed. The draft plan has been approved and deemed complete by the Division of Water Resources (DWR).

Background

All local governments and community water systems subject to G.S. 143-355(l) (Local Water Supply Plans) are required to update their WSRP every 5 years. Once updated, the draft WSRP shall be sent to DWR for review and approval. Upon DWR approval, the plan must be adopted by the water system's governing body. Once adopted by the governing body, a copy of the signed resolution must be submitted to the Division of Water Resources.

Financial Impact

None

Recommendation

Utilities Staff recommends approval of the Water Shortage Response Plan.

Suggested Motion

Motion to approve the Water Shortage Response Plan as presented.

Attachments

1. Draft Water Shortage Response Plan (Previously Approved January 7, 2019)
2. Resolution to approve the Water Shortage Response Plan

WATER SHORTAGE RESPONSE PLAN

A plan authorizing the declaration of water shortage; establishing procedures and measures for the essential conservation of water resources; and prescribing certain penalties.

Be It Enacted by the Governing Body of the City of Mebane, N.C. as follows:

Chapter 36 – Utilities

Article II – Water System

Division 2 – Water Shortage Response Plan

Section 36-61

Purpose

The purpose of this plan is to provide for the declaration of official phases of water supply shortage situations and the implementation of voluntary and mandatory water conservation measures throughout the Mebane Service Area in the event a shortage is declared.

This plan shall supersede previous water shortage response plans and repeals Division 2 of Chapter 6 Sections 36-61 – 36.75 in the Mebane Municipal Code of Ordinances in its entirety and adopting in lieu of the following:

Section 36-62.

Definitions

- a. "Allotment," as the term is used in this ordinance, shall mean the maximum quantity of water allowed for each customer over any applicable period as established in the water rationing provisions of this ordinance.
- b. "Any Water," as the term is used in this ordinance, shall mean any type of water, including fresh water, brackish water, wastewater, or reclaimed water.
- c. "Customer," as the term is used in this ordinance, shall mean any person using water for any purpose from the City's water distribution system and for which either a regular charge is made or, in this case of bulk sales, a cash charge is made at the site of delivery.
- d. "Emergency," as the term is used in this ordinance, shall mean that water supplies are below the level necessary, to meet normal needs and that serious shortages exist in the area.

- e. "Excess Use," as the term is used in this ordinance, shall mean the usage of water by a water customer in excess of the water allotment provided under the water rationing provisions of this ordinance for that customer, over any applicable period.
- f. "Fresh Water," as the term is used in this ordinance, shall mean water withdrawn from surface or groundwater, which has not been previously used, other than brackish water.
- g. "Mandatory Conservation," as the term is used in this ordinance, shall mean that raw water supplies (i.e., streamflow, reservoir levels or groundwater levels) are consistently below seasonal averages, and if they continue to decline, may not be adequate to meet normal needs.
- h. "Non-Residential Customer," as the term is used in this ordinance, shall mean commercial, industrial, institutional, public and all other such users, with the exception of hospitals and health care facilities.
- i. "Rationing, as the term is used in this ordinance, shall mean procedures established to provide for the equitable distribution of critically-limited water supplies, in order to balance demand and limited available supplies, and to assure that sufficient water is available to preserve public health and safety.
- j. "Residential Customer," as the term is used in this ordinance, shall mean any customers who receive water service for a single or multi-family dwelling unit. The term residential customer does not include educational or other institutions, hotels, motel, or similar commercial establishments.
- k. "Service Area," as the term is used in this ordinance, shall mean the area served by the City of Mebane water systems, including all connections to said system.
- l. "Service Interruption," as the term is used in this ordinance, shall mean the temporary suspension of water supply, or reduction of pressure below that required for adequate supply, to any customer, portion of a water supply, or entire system.
- m. "City" as used in this ordinance means the City of Mebane, N.C.
- n. "Voluntary Conservation", as the term is used in this ordinance, shall mean that conditions exist which indicate the potential for serious water supply shortages.
- o. "Waste of water", as the term is used in this ordinance, includes, but is not limited to (1) permitting water to escape down a gutter, ditch, or other surface drain, or (2) failure to repair a controllable leak of water due to defective plumbing.
- p. "Wastewater" as the term is used in this ordinance, shall mean water which has been previously used for industrial, municipal, domestic, or other purpose, and has not been returned to the surface or groundwater source.

Section 36-63.

Water Use Classifications

Class 1: Essential Water Uses

A. Domestic Use:

- Water necessary to sustain human life and the lives of domestic pets, and to maintain minimum standards of hygiene and sanitation.

B. Health Care Facilities:

- Patient care and rehabilitation, including swimming pools used for patient care and rehabilitation.

C. Public Use:

- Fire Hydrants
 1. Firefighting
 2. Certain testing and drills by the fire department if performed in the interest of public safety and if approved by the City Manager.
- Flushing of Sewers and Hydrants: As needed to ensure public health and safety and if approved by the City Manager.

Class 2: Socially or Economically Important Uses of Water

A. All Domestic Uses Other Than Those Included in Classes 1 and 3:

- Home water use including kitchen, bathroom and laundry use
- Minimal watering of vegetable gardens
- Watering of trees where necessary to preserve them

B. Commercial, Agricultural, Industrial and Institutional Uses

- Outdoor commercial watering (public or private) using conservation measures and to the extent that sources of water other than fresh water are not available to use.
- Irrigation for commercial vegetable gardens and fruit orchards or the maintenance of livestock.

- Watering by commercial nurseries at a minimum level necessary to maintain stock.
- Water use by arboretums and public gardens of national, State, or regional significance where necessary to preserve specimens.
- Use of fresh water at a minimum rate necessary to implement vegetation following earth-moving, where such vegetation is required by law or regulation.
- Watering of golf course greens.
- Filling and Operation of Swimming Pools:
 - Residential pools which serve more than 25 dwelling units.
 - Pools used by health care facilities for patient care and rehabilitation
 - Municipal pools
- Commercial car and truck washes
- Commercial Laundromats
- Restaurants, clubs, and Eating Places
- Air Conditioning:
 - Refilling for start up at the beginning of the cooling season
 - Make-up of water during the cooling season
 - Refilling specifically approved by health officials and the municipal governing body, where the system has been drained for health protection or repair purposes.
- Schools, Churches, Motels/Hotels and Similar Commercial Establishments

Class 3: Non-Essential Uses of Water

A. Ornamental Purposes:

- Fountains, reflecting pools, and artificial waterfalls

B. Outdoor Non-Commercial Watering (public or private):

- Gardens, lawns, parks, golf courses (except greens), playing fields and other recreational areas.

- Filling and operation of recreational swimming pools which serve fewer than 25 dwellings
- Non-commercial washing of motor vehicles
- Serving water in restaurants, clubs, or eating places except by specific request.
- Air Conditioning: refilling cooling towers after draining except as specified in Class 1

C. Public Use:

- Fire Hydrants: any purpose, including use of sprinkler caps and testing fire apparatus and for fire department drills, except as listed in Class 1
- Flushing of Sewers and Hydrants except as listed in Class 1

Section 36-64.

Water Shortage Deemed in Light of Reserve Water Supply

A water shortage may be declared to exist when the usable water storage supply available through the facilities of the City shall have reached the point where the usable supply has been so reduced that the citizens cannot be supplied with water to protect their health and safety without substantially curtailing the water demand.

Section 36-65.

Declaration of Water Shortage

In the event of a water shortage in any of the five (5) stages of severity hereinafter set forth in the City water supply threatening the health and safety of the citizens of the City, the City Manager is authorized, empowered, and directed to issue a public declaration declaring to all persons the existence of such state and the severity thereof, and in order to more effectively protect the health and safety of the people within the service area, to place in effect the restrictive provisions hereinafter authorized.

A. Notification

The following notification methods will be used to inform water system employees and customers of a water shortage declaration: employee e-mail announcements, notices at municipal buildings, and on the City of Mebane website homepage. Required water shortage response measures will be communicated through the use of reverse 911, the local newspaper, and on the City of Mebane website.

B. Compliance Required in the Event of Water Shortage

In the event the City Manager issues any such declaration described in the section above, then and in that event it shall be unlawful for any person, firm, or corporation, to use or permit the use of water from the water system within the service area for any of the purposes hereinafter set forth until such time as this article be amended or repealed, or until the City Manager, by public proclamation, has declared certain provisions no longer in effect. In exercising this discretionary authority, consideration shall be given to: water levels of available sources of supply; available/usable storage on hand; draw-down rates; the projected supply capability; outlook for precipitation; daily water use patterns; and availability of water from other sources.

In light of the many benefits that can be derived by conserving water, all residents, businesses and institutions in the service area should follow water conservation practices, regardless of the time of year or whether or not a water shortage exists. Water conservation should be followed during all phases of construction related activities. Where appropriate, water needed should be obtained from supplemental sources and non-essential construction related activities which require water should be delayed until such time as the water emergency has ended.

Section 36-66.

Declaration of Restrictions

	Voluntary Conservation Stage I	Mandatory Stage II	Mandatory Stage III	Emergency Stage IV	Rationing Stage V
Class 1: Essential	Voluntary Conservation	Voluntary Conservation	Voluntary Conservation	Additional Conservation as possible	Mandatory Restrictions
Class 2: Socially or Economically Important	Voluntary Conservation	Voluntary Conservation/ Mandatory Restrictions	Voluntary Conservation/ Mandatory Restrictions	Mandatory Restrictions	Mandatory Restrictions
Class 3: Non-Essential	Voluntary Conservation	Mandatory Restrictions	Mandatory Restrictions	Mandatory Restrictions	Mandatory Restrictions

C.1 Declaration of Voluntary Conservation Stage I

A Stage 1 Condition may be declared when drought conditions appear to be imminent and Graham-Mebane Lake water level declines to a level of one hundred fifty (150) days of usable water storage.

C.1.1 *An extensive publicity campaign will be initiated using public media and specialized methods to inform the public of an impending water shortage.*

C.1.2 *Residential conservation measures will be encouraged and recommended including the following:*

- a. Use shower for bathing rather than bathtub and limit shower to no more than four (4) minutes.
- b. Limit flushing of toilets by multiple uses.
- c. Do not leave faucets running while brushing teeth, shaving, or rinsing dishes.
- d. Limit use of clothes washers and dishwashers and when used, operate fully loaded.
- e. Limit lawn water to that which is necessary for plants to survive.
- f. Water shrubbery the minimum required, reusing household water when possible.
- g. Limit car washing to the minimum.
- h. Do not wash down the outside areas such as sidewalks, patios, etc.
- i. Install water flow restrictive devices in shower heads.
- j. Use disposable and biodegradable dishes.
- k. Install water saving devices such as water filled plastic bottle or commercial units in toilet tanks.
- l. Limit hours of operation of water cooled air conditioners.

- C.1.3** *It is recommended that water supply line pressure reducing valves be set to the minimum necessary for effective operations of fixtures and equipment.*
- C.1.4** *Conservation in public buildings, institutions, dormitories, etc. is encouraged by reducing pressure at plumbing fixtures, by installation of restricting devices and shutting down on water flow control devices, and by periodic flushing of urinals.*
- C.1.5** *All residents, businesses and institutions are requested to temporarily delay new landscape work until the water shortage has ended.*

C.2 Declaration of Mandatory Stage II

A Stage II Condition may be declared when drought conditions are prolonged and Graham-Mebane Lake water level declines to a level of one hundred twenty (120) days of usable water storage.

In addition to the restrictions heretofore imposed, the following moderate mandatory water restrictions shall be in effect. It shall be unlawful to use water from the public water system supplied by the city/town for the following purposes:

- a. To water lawns, grass, shrubbery, trees, flower and vegetable gardens except on Saturday between the hours of 6:00 am and 9:00 am.
- b. To fill newly constructed swimming and/or wading pools or refill swimming and/or wading pools, which have been drained. A minimal amount of water may be added to maintain continued operation of pools which are in operation at the time the provisions of a "Mandatory Stage II" are placed into effect.
- c. To operate water-cooled air conditioners or other equipment that does not recycle cooling water, except when health and safety are adversely affected.
- d. To wash automobiles, trucks, trailers, boats, airplanes, or any type of mobile equipment, including commercial washing, except those commercial operations that recycle at least 50% of their water use.
- e. To wash down outside areas such as streets, driveways, service station aprons, parking lots, office buildings, exteriors of existing or newly constructed homes or apartments, sidewalks, or patios, or to use water for other similar purposes.
- f. To operate or introduce water into any ornamental fountain pool or pond or other structure making similar use of water.
- g. To serve drinking water in restaurants, cafeterias, or other food establishments, except upon request.

- h. To use water from public or private fire hydrants for any purpose other than fire suppression or other public emergency, unless authorized by the City Manager for water quality needs.
- i. To use water for dust control or compaction.
- j. To use water for any unnecessary purpose or to intentionally waste water.

C.3 Declaration of Mandatory Stage III

A Stage III Condition may be declared when drought conditions are prolonged and Graham-Mebane Lake water level declines to a level of ninety (90) days of usable water storage.

- a. To water or sprinkle any lawn.
- b. To water any vegetable garden or ornamental shrubs except during the hours of 6:00 am to 9:00 am on Saturday. Such watering is only to be done by handheld hose or container or drip irrigation system.

C.4 Declaration of Emergency Stage IV

A Stage IV Condition may be declared when drought conditions are persistent and Graham-Mebane Lake water level declines to a level of sixty (60) days of usable water storage. In addition to the restrictions heretofore imposed, the following stringent mandatory water restrictions shall be in effect. It shall be unlawful:

- a. To use water outside a structure for any use other than an emergency use involving fire.
- b. To operate an evaporative air conditioning unit which recycles water except during the operating hours of the business.
- c. To introduce water into any swimming pool.

C.4 Declaration of Rationing Stage V

A Stage V Condition may be declared when all the conditions exist in Stage IV and Graham-Mebane Lake water level declines to a level of thirty (30) days of usable water storage. In the event a "Rationing Stage V" is declared to exist, a system of water rationing shall be put in effect in addition to all previously imposed restrictions. In the event of water rationing in which water will be supplied in the minimal quantities required for the health, welfare, and safety of the citizens in accordance with the following program.

- a. It shall be unlawful to fail to act in accordance therewith or use water in any manner or attempt to evade or avoid such water rationing restrictions.

- b. Fire protection will be maintained, but where possible, tank trucks shall use raw water.

Section 36-67.

Variance

If the mandated further reduction in water usage cannot be obtained without imposing extraordinary hardship which threatens health and safety, the non-residential customer may apply to the municipality for a variance. For these purposes "extraordinary hardship" means a permanent damage to property or an economic loss which is substantially more severe than the sacrifices borne by other water users subject to this water rationing ordinance. If the further reduction would cause an extraordinary hardship or threaten health or safety, a variance may be granted by the City Manager and a revised water use reduction requirement for the particular customer may be established.

Applications for water use variance requests are available from the City of Mebane website and City Hall. All applications must be submitted to the City Hall for review by the City Manager or his or her designee. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria: impact on water demand, expected duration, alternative source options, social and economic importance, purpose (i.e. necessary use of drinking water) and the prevention of structural damage.

Any person aggrieved by a decision relating to such a variance may file a complaint with the City Manager in accordance with established procedures.

Section 36-68.

Enforcement

The provisions of the water shortage response plan will be enforced by City personnel and local law enforcement. Violators may be reported to the City's phone line or at City Hall.

Section 36-69.

Penalties

The City may impose an excess user charge of \$100.00 per event for violations of this chapter. The first such violation shall receive a warning citation and shall not be subject to the user fee set forth herein.

Section 36-70.

Public Comment

Customers will have multiple opportunities to comment on the provisions of the water shortage response plan. First, availability of the draft plan will be published in the local newspaper and will be available on the City of Mebane website. A public hearing will be scheduled with a notice printed in the local newspaper requesting comments on the draft plan. All subsequent revisions to the draft plan will be published at least 30 days prior to an adoption vote by Mebane's City Council.

Section 36-71.

Effectiveness

The effectiveness of the Mebane water shortage response plan will be determined by comparing the stated water conservation goals with observed water use reduction data. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reductions attained and evaluation of demand reductions compared to the previous year's seasonal data.

Section 36-72.

Effective Date

This plan shall take effect immediately upon adoption or passage by the City's governing body.

Section 36-73.

Effective Period

This plan will remain in effect until terminated by action of the City's governing body.

Section 36-74.

Revisions

The water shortage response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years in conjunction with the updating of our Local Water Supply Plan. Further, City staff will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan to Mebane's City Council. The City of Mebane City Manager is responsible for initiating all subsequent revisions.

Section 36-75.

Cessation of Restrictions

Upon improvement in the water level in the Graham-Mebane Lake, the City Manager is authorized and empowered to issue public declarations indicating the cessation of previously declared stages of water restrictions. The notifications of such declarations shall be in accordance with Section 36-65.

Passed by the council (or commission) this day of _____ .

(Mayor's Signature)

ATTEST:

(Clerk's Signature)

RESOLUTION FOR APPROVING WATER SHORTAGE RESPONSE PLAN

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service and each large community water system shall develop and implement water conservation measures to respond to drought or other water shortage conditions as set out in a Water Shortage Response Plan and submitted to the Department for review and approval; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for The City of Mebane has been developed and submitted to the Mebane City Council for approval; and

WHEREAS, the Mebane City Council finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for The City of Mebane, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Mebane that the Water Shortage Response Plan entitled, Water Shortage Response Plan dated _____, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Mebane City Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the _____ day of _____, 20_____.

Name: _____

Title: _____

Signature: _____

ATTEST:



AGENDA ITEM #10

Lead Service Line Replacement (LSLR) Funding Resolution

Meeting Date

February 5, 2024

Presenter

Kyle Smith, PE, Utilities Director

Public Hearing

Yes No

Summary

The City intends on submitting a funding application through the LSLR (Lead Service Line Replacement) Funding Program. This funding application would be intended to pay a contractor to excavate water service lines within the City to identify the service material type. This project would supplement the existing AIA (Asset Inventory and Assessment) Grant that is currently in progress. As part of the application, a resolution is required designating the Mayor or City Manager as authorized officials to execute the application on behalf of the City of Mebane. This resolution would be used for future LSLR applications due in March, June, and August of 2024.

Background

The Bipartisan Infrastructure Law invests \$15 billion nationwide towards Lead Service Line Replacement (LSLR). As part of the current AIA grant, predicative modeling and other evaluation methods have identified approximately 1,200 service lines that need material types identified. The City of Mebane would like to obtain funding from the Drinking Water State Revolving Fund to conduct field service investigations on service lines within the water distribution system that may contain residential services installed using lead or lead solder.

Financial Impact

The City intends to proceed with a grant in the amount of \$520,000 with a 0% match.

Recommendation

Staff recommends executing the Resolution by the Governing Body of the Applicant.

Attachments

1. Resolution by Governing Body of Applicant

RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction and studies of drinking water distribution system and wastewater collections system projects, and
- WHEREAS, The City of Mebane has need for and intends to conduct a study described as City of Mebane LSL Field Service Investigation using Drinking Water State Revolving Fund funding. The project will consist of field service investigations on residential service lines within the water distribution system that may contain lead or lead solder, and
- WHEREAS, The City of Mebane intends to request State loan and/or grant assistance for the project.

Now therefore it be resolved, by the City Council of the City of Mebane:

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

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

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

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

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

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

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

Adopted this the 5th of February 2024 at Glendel Stephenson Municipal Building, Mebane, North Carolina.

(Signature of Chief Executive Officer)

(Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Mebane does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of Mebane City Council duly held on the 5th day of February, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

(Title of Recording Officer)

Mebane Fire Dept. Monthly Report

	December	Year to Date	% Change from 2022
Structural Response			
Totals	24	359	-8%
Average Personnel Per Response	11	11	
Average Volunteer Response	2	2	
Non Structural Responses			
Totals	73	774	-4%
Total Fire Response	97	1133	-6%
Location (Year to Date)	North	South	
Total Number/Percentage	512/45%	620/55%	
Average Fire Response Time	North 5:11	South 6:03	
Percentage of Calls Inside City	44%	51%	
Percentage of Calls Outside City	38%	32%	
Percentage of Calls for Mutual Aid	18%	17%	
EMT Response	202	2137	1%
Location (Year to Date)	North	South	
Total Number/ Percentage	1098/51%	1039/49%	
CPS Seats Checked	12	199	
Smoke Alarms Checked/Installed	18	77	
Station Tours/Programs	2	24	
# of Participants	15	5727	
Events Conducted/Attended	1	60	
Safety Message on City Water Bill	5100	51500	
Views Of Fire Safety Facebook Post	0	16488	



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=07xXNtmS_kc.

Members Present:

Edward Tulauskas, Chair
Judy Taylor, Vice Chair
Colin Cannell
William Chapman
Kurt Pearson
Gale Pettiford
David Scott
Susan Semonite

Members Absent:

Keith Hoover

City Staff Present:

Ashley Ownbey, Development Director
Briana Perkins, City Planner

1. Call to Order

At 6:30 p.m. Chair Tulauskas called the meeting to order.

2. Approval of December 11, 2023, Meeting Minutes

Susan Semonite made a motion to approve the meeting minutes. Judy Taylor seconded the motion, which passed unanimously.

3. City Council Actions Update

Ashley Ownbey informed the Board that the City Council unanimously approved the conditional rezoning and special use permit for Buc-ee's.

4. Bicycle and Pedestrian Transportation Plan Update

Ashley Ownbey presented updates to the City's Bicycle and Pedestrian Transportation Plan that was originally adopted in 2015. She stated that major accomplishments since the plan's adoption include the establishment of the Bicycle and Pedestrian Advisory Commission (BPAC), adoption of the Complete Streets Resolution in December 2018, several community bicycle events and campaigns, amendments to the Unified Development Ordinance (UDO) in June 2022, and the completion of several of bicycle and pedestrian projects recommended in the current plan.

Ashley Ownbey provided a more detailed overview and PowerPoint presentation of the updates that can be found in the agenda packet [here](#).

Susan Semonite asked if the multi-use paths are wider and divided. Ashley Ownbey replied that the typical size of a multi-use was 10-feet wide but might be 8-feet wide under certain conditions. She reported that currently there was no standard to have a dividing line on the path.



Colin Cannell asked how the updates proposed would overlay onto the existing plan and how the overlay would affect projects. Ashley Ownbey replied that the new updates focused more on the projects and that the City wanted to keep portions of the original plan since it did provide more education and background that served the City's vision.

Colin Cannell also asked how the original goals had fared in being completed to date. Ashley Ownbey replied that part of the consultant's job for the updates was to create a system to better track completion of projects and that she would look further into how completed projects were prioritized in the current plan.

Colin Cannell asked if there were too many strategies within the plan to implement. Ashley Ownbey said that most of the initial strategies were expected to realize the plan. She said that most of the policies and standards strategies are already being implemented during development review processes and reviewed that with the education and encouragement strategies new priorities have emerged with a recently adopted traffic safety plan by the BGMPO and the growing prominence of a vision zero framework.

Colin Cannell asked about the purpose of the recommendations in the plan. Ashley Ownbey replied she considers them strategies to realize the larger goals and vision presented in the plan. Colin Cannell asked if a project came in through a developer if the project would reference the goals. Ashley Ownbey replied that typically the City does not require the developer to reference goals of the Bicycle and Pedestrian Transportation Plan, instead using the recommended projects as guidance for development proposals.

Judy Taylor asked if the plan could be used to help bridge the gaps between developments. Ashley Ownbey replied that it depends on neighboring properties and available right-of-way. She said that there have been cases where a neighbor refuses to allow sidewalk to be constructed within the right-of-way. Judy Taylor commented that she was thinking more along the lines of a business section and not residential. Ashley Ownbey replied that there were some projects currently in review that would be required to connect due to a multi-use path network emerging in that area. Ashley Ownbey said that the most recent development that had gone through the Planning Board that had a gap in the pedestrian network was the Deep River development. She said that the City had asked for the required payment in lieu of recreation to be reserved for a future multi-use path connection. Ashley Ownbey added that in this case the multi-use path would be crossing a bridge that is scheduled for future improvement by the NCDOT.

Colin Cannell asked how the power company factored into development such as the east-west greenway. Ashley Ownbey replied that it would depend on if the power company owned the property or held an easement or right-of-way. She also said that Duke Energy does have standards



that the City would be required to follow, particularly remaining a certain distance away from transmission structures.

Colin Cannell made a motion to approve the Bicycle and Pedestrian Transportation Plan Update as follows:

The plan is reasonable and in the public interest, and is consistent with the goals and objectives of the City's adopted plans, specifically:

- ❑ The City's Comprehensive Land Development Plan Growth Management Goal 1.2
- ❑ The City's Comprehensive Land Development Plan Public Facilities and Infrastructure Goal 2.1
- ❑ The City's Comprehensive Land Development Plan Open Space and Natural Resource Protection Goal 4.2.

Susan Semonite seconded the motion, which passed unanimously.

5. New Business

Ashley Ownbey informed the Board that the City was accepting applications for the Mebane Bicycle and Pedestrian Advisory Commission (BPAC) through Friday, January 26.

Colin Cannell asked if all the current members were reapplying. Ashley Ownbey replied that two members are not seeking reappointment. She also commented that the BPAC could benefit from representation south of the Interstate.

6. Adjournment

Chair Tulauskas adjourned the meeting at approximately 7:02 p.m.