

**<u>CALL TO ORDER</u>**: Mayor Jennifer Talley

#### **INVOCATION & PLEDGE OF ALLEGIANCE**

**<u>RECOGNITION</u>**: Vicky Braniff, Recreation and Parks Department Retiree

#### **CONSENT AGENDA**:

- **a.** To approve the July 11, 2023, City Council meeting minutes and to approve and seal the July 21, 2023, Special Closed Session meeting minutes.
- **b.** To approve the Veterans Day Parade on Saturday, November 11, 2023, and the closure of McAden Street from 9:00 am to 12:30 pm.
- **c.** To rescind the adoption of an Annexation Ordinance to extend the corporate limits to the City of Graham for an area off Kimrey Road approved on July 11, 2023, due to incorrect property information submitted on the annexation ordinance including the legal description and plat. (AN2303)
- **d.** To set a date of public hearing for September 12, 2023, to consider a contiguous annexation request extending the corporate limits to the City of Graham for a tract of land totaling 64.441-acres located off Kimrey Road and to direct the City Clerk to investigate the sufficiency of the petition. (AN2303)
- e. To authorize the City Manager and City Attorney to effectuate the on-call engineering services agreement with Alley, Williams, Carmen, & King, WithersRavenel, and Hazen and Sawyer pending legal review.
- **f.** To approve a resolution adopting the 2023 Water Shortage Response Plan pursuant to NCGS 143-355(I). The State completed its review of the 2023 WSRP for the City's water system and found that it meets the minimum criteria.
- **g.** To approve a resolution authorizing the conveyance of a 2005 Chevy Impala, a 2007 Ford Crown Victoria, and a 2010 Ford Crown Victoria to Alamance Community College pursuant to G.S. 160A-274.
- **h.** To approve a Budget Amendment updating the Project Ordinance for an addition to the existing garage at the public works facility in the amount of \$215,000 to be funded by the American Rescue Plan Act project.
- i. To approve a settlement of uncollected Real and Personal Property taxes in the amount of \$114,706.09, for fiscal year 2022-2023.

#### **PUBLIC HEARINGS:**

#### 1. <u>REZONING – 53.904 ACRES - 0 SOUTH NC 87 HWY – PHASE 4 – ROGERS SPRINGS</u> <u>HOMES</u>

City Council will consider a request to rezone 53.904 acres located at 0 South NC 87 Hwy from R-18, Low-Density Residential, to R-9, High-Density Residential, for the purpose of extending the fourth phase of Rogers Springs Homes. (Continued from the May 9, 2023, June 13, 2023, and July 11, 2023, City Council meetings.) (Planning Board recommended denial of the rezoning by a vote of 4-1.)

#### 2. <u>ANNEXATION – 53.90 ACRES – LOCATED OFF MAYFIELD DRIVE – (AN2301)</u>

City Council will consider approval of an Annexation Ordinance to extend the corporate limits of the City of Graham for a tract of land totaling 53.90 acres located off Mayfield Drive. (Continued from the May 9, 2023, June 13, 2023, and July 11, 2023, City Council meetings.) (Planning Board recommended denial 4-1 vote.)

#### 3. <u>REZONING – MONROE HOLT & LACY HOLT ROAD – 57 ACRES – AMEND EXISTING</u> <u>C-R CONDITIONAL RESIDENTIAL</u>

City Council will consider a request to amend the existing C-R Conditional Rezoning of 57 acres located at Monroe Holt Road and Lacy Holt Road to make changes to the site-specific plan to remove the street tie-in to Tonewood Drive, reconfigure open space, and reduce the number of mail kiosks. (Planning Board recommended approval of the rezoning 5-0.)

#### **NEW BUSINESS:**

#### 4. <u>STREET CLOSURE – PATRIOTS FESTIVAL – SEPTEMBER 16, 2023</u>

City Council will consider approving the Patriots Festival on Saturday, September 16, 2023, and to approve the closure of the 100 blocks of East and West Elm Streets and the 100 blocks of North and South Main Streets from 7:00 am to 6:00 pm and the closure of all parking spaces within court square from 12 pm to 6:00 pm.

# 5. <u>RESOLUTION – EASTERN PIEDMONT NC HOME CONSORTIUM – SUPPORTING LOW-INCOME RESIDENTS</u>

City Council will consider approving a resolution in support of participation in an agreement to join the Eastern Piedmont NC HOME Consortium, which will provide an opportunity for Low-Income Residents of the City to receive benefits from grant funds to be used toward the development of affordable housing.

#### 6. <u>EASEMENT AGREEMENT – DUKE ENERGY – CHERRY CREEK SUBDIVISION</u>

City Council will consider approving an easement agreement for Duke Energy Carolinas, LLC to serve the Cherry Creek Subdivision located off Cherry Lane and to authorize the City Manager and City Attorney to effectuate the agreement.

### 7. <u>APPOINTMENT – GRAHAM HOUSING AUTHORITY</u>

City Council will consider making an appointment to the Graham Housing Authority due to a clerical error. The applicants who wish to be considered are Maynard Jeannis and Lisa Moser.

**PUBLIC COMMENT PERIOD:** 

**CITY STAFF COMMENTS** 

**<u>CITY COUNCIL COMMENTS</u>** 

**ADJOURN** 

# Recognition of Appreciation to **Vicky Braniff** for Her Service to the City of Graham

**WHEREAS,** Vicky Braniff diligently served the City of Graham from May 5, 2003, until May 31, 2023; and

**WHEREAS**, Vicky retired as the Center Supervisor with the City of Graham Recreation and Parks Department on May 31, 2023, with 20 years of service; and

**WHEREAS,** Vicky served as Event Coordinator for senior games on the local and state levels. She led event clinics for the Alamance-Burlington Senior Games and advocated for facility improvements such as new gym floors and HVAC at the Graham Recreation Center gymnasiums; and

**WHEREAS,** Vicky always ensured the City's recreation centers were well maintained and available for programs, events, and private rentals; and

**WHEREAS,** it is the desire of the City Council to extend their deepest appreciation to Vicky for the excellent time and service she has afforded the citizens of Graham and her fellow employees.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAHAM THAT,** Vicky is to be commended for her outstanding public service to the City of Graham and that this Recognition become a part of the official records of the City of Graham for all of time, and the original thereof be presented to her in person.

Presented this the 8<sup>th</sup> day of August 2023.

Jennifer Talley, Mayor City of Graham

## City of Graham City Council Meeting Minutes July 11, 2023



The City Council of the City of Graham held a regularly scheduled meeting at 6:00 p.m. on July 11, 2023, in the Council Chamber, City Hall Municipal Building located at 201 South Main Street, Graham, NC.

#### **Council Members Present:**

Mayor Jennifer Talley Mayor Pro Tem Ricky Hall Council Member Bobby Chin Council Member Joey Parsons Council Member Bonnie Whitaker

#### **Staff Present:**

Megan Garner, City Manager Aaron Holland, Assistant City Manager Bryan Coleman, City Attorney Renee Ward, City Clerk

#### **CALL TO ORDER:**

Mayor Jennifer Talley called the meeting to order at 6:00 p.m. and presided.

#### **INVOCATION & PLEDGE OF ALLEGIANCE**

Council Member Parsons gave the invocation and all stood for the Pledge of Allegiance.

#### **MAYOR ANNOUNCEMENTS:**

- Graham Recreation is offering paddle tours on the lake at Graham/Mebane Lake July 15, 16, and 27, from 9:00am 11:00am
- Thursdays' at 7:00 concerts
- Every third Saturday a live band downtown at the Amphitheater
- Balloon Festival September 8, 9, 10.
- Several local bands Amphitheater behind Colonial Hardware July 22 2:00 pm 9:00pm

### **CONSENT AGENDA:**

- a. To approve the June 13, 2023, City Council meeting minutes.
- b. To adopt a Resolution accepting the American Rescue Plan (ARP) offer of \$400,000 and to approve an Engineering Contract with Alley, Williams, Carmen & King, Inc., in the amount of \$400,000, to provide engineering and administration services for the City's Asset Inventory and Assessments Grant from NCDEQ-Division of Water Infrastructure and to assist the City with evaluating the drinking water distribution system for compliance with the Lead and Copper Rule Revision.

#### **RESOLUTION BY GOVERNING BODY OF RECIPIENT**

**WHEREAS,** the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

**WHEREAS,** the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$400,000 to perform an Asset Inventory and Assessment study detailed in the submitted application, and

**WHEREAS**, the (City of Graham (Unit of government) intends to perform said project in accordance with the agreed scope of work.

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

Graham does hereby accept the American Rescue Plan (ARP) offer of \$400,000.

That the City of Graham does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Megan Garner (City Manager), 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 by the Division of Water Infrastructure.

Adopted this the 11<sup>th</sup> day of July 2023, at Graham, North Carolina.

**c.** To adopt a resolution authorizing the adoption and maintenance of the portions of Sunfield Drive, Lacy Holt Road, and Kress Drive located within Sections 3 & 4 of the Forks of Alamance subdivision.

#### A RESOLUTION ORDERING THE ADOPTION OF THE PORTIONS OF LACY HOLT ROAD, SUNFIELD DRIVE, AND KRESS DRIVE LOCATED WITHIN SECTIONS 3 AND 4 OF THE FORKS OF ALAMANCE SUBDIVISION

**WHEREAS**, NCGS §160D-806 and Article VIII, Section 10.339(d)(5) of the City of Graham Development Ordinance provide that City Council may, by resolution, accept offers of public dedication made to the public of lands and facilities for streets, sidewalks, open spaces, and public utilities after verification from the Technical Review Committee that such properties and improvements are in a manner acceptable for acceptance; and

**WHEREAS**, the City of Graham has been provided with an offer of public dedication of lands and improvements of the portions of Lacy Holt Road, Sunfield Drive, and Kress Drive located within Sections 3 and 4 of the Forks of Alamance subdivision, which are described on legally recorded final plats in Plat Book 80, Pages 312 and Plat Book 81, Page 215 of the Alamance County Registry; and

**WHEREAS**, the City of Graham Technical Review Committee has reviewed the land and improvements placed upon them provided as part of the offer of public dedication, and such land and improvements have been found to be in compliance with standards in place for such land and improvements.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Graham, North Carolina, that the offer of public dedication be accepted for those portions of Lacy Holt Road (50-foot public ROW), Kress Drive (50-foot public ROW), and Sunfield Drive (50-foot public ROW), as offered and recorded on the Final Plat for Forks of Alamance Section 3 in Plat Book 80, Page 312 and on the Final Plat for Forks of Alamance Section 4 in Plat Book 81, Page 215 of the Alamance County Registry; and

SECTION 1. Terms and Conditions of Acceptance:

- 1. The developer shall guarantee all materials and workmanship for a period of 12 months from the date of official acceptance by the City Council, as specified under Section 10.339 (d)(5)(c) of the City of Graham Development Ordinance;
- 2. The acceptance by the City Council shall not be interpreted in any way to relieve any developer, contractor, subcontractor, insurance company, owner, or other person of his individual or several obligations under any ordinance, policy, or contract or to otherwise reduce or eliminate the rights of the city, its agents and employees against any other party connected with or in any way related to the development of the subdivision and facilities. The acceptance shall not be interpreted as a waiver of any defense or immunities that the city, its agencies, or employees may assert or be entitled to;
- 3. All rights, privileges, and warranties of whatsoever nature and kind, for equipment, supplies, materials, goods, and services shall be assigned to the city and any and all benefits derived there from shall inure to the city, its agents, and employees. The acceptance of the lands and facilities shall be conditioned upon the owners covenanting and warranting that they are lawfully seized and possessed of all the lands and facilities dedicated to the public; that they have good and lawful authority to dedicate the same to the public for the stated purpose; that the lands and facilities are free and clear of any deed of trust, mortgage, lien or assessments and that the dedicators for their heirs, successors, executors, administrators, and assigns, covenant that they will warrant and defend the dedication of such land and facilities against any and all claims and demands whatsoever; and
- 4. Acceptance of dedication of lands and facilities shall not obligate the city to construct, install, maintain, repair, replace, extend, improve, build, or operate any public facilities or utilities which are not in existence as of the date of the acceptance of the lands and facilities. Such acceptance shall not obligate the city to construct any main, line, pipe, lateral, or other extension or permit connection to the city's water, sanitary sewer, storm sewer, drainage, or other public utilities systems.

**SECTION 2**. This Resolution shall become effective immediately upon adoption. This the 11th day of July 2023 at 6:00 p.m.

**d.** To adopt a resolution authorizing the adoption and maintenance of the portions of Mackenna Drive, Whelen Drive, and Cullens Drive located within Phases 2 & 3 of the Shamrock Valley subdivision.

#### A RESOLUTION ORDERING THE ADOPTION OF THE PORTIONS OF MACKENNA DRIVE, WHELEN DRIVE, AND CULLENS DRIVE LOCATED WITHIN PHASES 2 AND 3 OF THE SHAMROCK VALLEY SUBDIVISION

**WHEREAS**, NCGS §160D-806 and Article VIII, Section 10.339(d)(5) of the City of Graham Development Ordinance provide that City Council may, by resolution, accept offers of public dedication made to the public of lands and facilities for streets, sidewalks, open spaces and public utilities after verification from the Technical Review Committee that such properties and improvements are in a manner acceptable for acceptance; and

**WHEREAS**, the City of Graham has been provided with an offer of public dedication of lands and improvements of the portions of Mackenna Drive, Whelen Drive, and Cullens Drive located within Phases 2 and 3 of the Shamrock Valley subdivision, which are described on legally recorded final plats in Plat Book 81, Pages 78 and Plat Book 81, Page 253 of the Alamance County Registry; and

**WHEREAS**, the City of Graham Technical Review Committee has reviewed the land and improvements placed upon them provided as part of the offer of public dedication, and such land and improvements have been found to be in compliance with standards in place for such land and improvements; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Graham, North Carolina, that the offer of public dedication be accepted for those portions of Mackenna Drive (50-foot public ROW), Whelen Drive (50-foot public ROW), and Cullens Drive (50-foot public ROW), as offered and recorded on the Final Plat for Shamrock Valley Phase 2 in Plat Book 81, Page 78 and on the Final Plat for Shamrock Valley Phase 3 in Plat Book 81, Page 253 of the Alamance County Registry; and

**SECTION 1.** Terms and Conditions of Acceptance:

- 1. The developer shall guarantee all materials and workmanship for a period of 12 months from the date of official acceptance by the City Council, as specified under Section 10.339 (d)(5)(c) of the City of Graham Development Ordinance;
- 2. The acceptance by the City Council shall not be interpreted in any way to relieve any developer, contractor, subcontractor, insurance company, owner, or other person of his individual or several obligations under any ordinance, policy, or contract or to otherwise reduce or eliminate the rights of the city, its agents and employees against any other party connected with or in any way related to the development of the subdivision and facilities. The acceptance shall not be interpreted as a waiver of any defense or immunities that the city, its agencies or employees may assert or be entitled to;
- 3. All rights, privileges, and warranties of whatsoever nature and kind, for equipment, supplies, materials, goods, and services shall be assigned to the city and any and all benefits derived there from shall inure to the city, its agents, and employees. The acceptance of the lands and facilities shall be conditioned upon the owners covenanting and warranting that they are lawfully seized and possessed of all the lands and facilities dedicated to the public; that they have good and lawful authority to dedicate the same to the public for the stated purpose; that the lands and facilities are free and clear of any deed of trust, mortgage, lien or assessments and that the dedicators for their heirs, successors, executors, administrators, and assigns, covenant that they will warrant and defend the dedication of such land and facilities against any and all claims and demands whatsoever; and
- 4. Acceptance of dedication of lands and facilities shall not obligate the city to construct, install, maintain, repair, replace, extend, improve, build, or operate any public facilities or utilities which are not in existence as of the date of the acceptance of the lands and facilities. Such acceptance shall not obligate the city to construct any main, line, pipe, lateral, or other extension or permit connection to the city's water, sanitary sewer, storm sewer, drainage, or other public utilities systems.

**SECTION 2**. This Resolution shall become effective immediately upon adoption. This the 11th day of July 2023 at 6:00 p.m.

Mayor Pro Tem Hall motioned to approve the consent agenda, seconded by Council Member Parsons. The motion passed unanimously.

### **PUBLIC HEARINGS:**

#### **ITEM 1: SPECIAL USE PERMIT – 0 EAST INTERSTATE SERVICE ROAD**

City Council considered a request for a Special Use Permit for Trucking or Freight Terminal, Storage, Repair, Wash, or Stop for property located at 0 E Interstate Service Road. The site is approximately 5.547 acres. (Continued from June 13, 2023, City Council meeting.) (Planning Board recommended approval by a vote of 3-2.)

Assistant City Manager Aaron Holland: Thank you, Mayor. I will just add this was a tabled item from last month to this month. This is a request for a Special Use Permit for Trucking or Freight Terminal, Storage, Repair, Wash, or Stop for the property located at 0 E Interstate Service Rd. The site is currently vacant. The site is approximately 5.547 acres. The plan would permit up to 122 Trailer Parking Spots. The layout would be accessed off of E Interstate Service Rd. A landscaping buffer has been proposed along the extent of the property. A "type D" buffer is required abutting neighboring properties and "street yard" buffers are required along pieces abutting the street. As you mentioned earlier this is a special use permit request. City Council shall find that all of the six conditions have been met or it shall be denied. The staff has prepared the following draft findings of fact for each of the six conditions. If Council feels to modify any of those they can do so at their will.

- 1. All applicable regulations of the zoning district in which the use is proposed are complied with. *The property is zoned I-1, a Trucking or Freight Terminal, Storage, Repair, Wash, or Stop is permitted only with a special use permit, or a rezoning to Conditional Industrial.*
- 2. Conditions specific to each use, identified by the Development Ordinance, are complied with. A preliminary site plan showing the location, dimensions, and sites within the development has been supplied. There is a proposed shares ingress/egress with the adjoining property. A traffic impact analysis/study has been provided to the City and NCDOT staff. Neither department has any concerns.
- 3. The use will not materially endanger public health or safety if located where proposed and developed according to the plan as submitted. *Permitting a truck storage facility on this site will not materially endanger public health or safety.*
- 4. The use will not substantially injure the value of adjoining property or that the use is a public necessity. *Permitting a truck storage facility on this site will not substantially injure the value of the adjoining property.*
- 5. The location and character of the use if developed according to the plan as submitted will be in harmony with the area in which it is to be located and in general conformity with the plan of development for the Graham planning area.

The plan is located in an industrial section of Graham and is in general conformity with The Graham 2035 Comprehensive Plan.

6. Satisfactory provision has been made for the following, when applicable: vehicle circulation, parking and loading, service entrances and areas, screening, utilities, signs and lighting, and open space. *The sketch plan submitted indicates general compliance with these requirements. The Graham TRC will require conformance with the City of Graham Ordinances prior to the issuance of a Certificate of Occupancy.* 

Assistant City Manager Holland: Staff does recommend as you mentioned earlier. Planning did recommend with a 3-2 vote. I would like to make note that we do have to turn to our attorneys to read another portion of this whole special-use process. So, I will turn it over to the attorney before we go to the applicant.

**City Attorney Bryan Coleman**: Thank you, Aaron. This hearing is a quasi-judicial evidentiary hearing. That means it is like a court hearing. State law sets specific procedures and rules concerning how this board must make its decision. These rules are different from other types of land use decisions like rezoning cases.

The Council's discretion is limited. The Council must base its decision upon competent, relevant, and substantial evidence in the record. It is a decision that must be based on the standards in the ordinance and based on the facts presented. If you will be speaking as a witness, please focus on the facts and standards, not personal preference or opinion.

This meeting is open to the public. However, participation is limited. Parties with standing have rights to present evidence, call witnesses, and make legal arguments. Parties are limited to the applicant, the local government, and individuals who can show they will suffer special damages. Other individuals may serve as witnesses when called by the City Council. General Witness testimony is limited to facts, no opinions. For certain topics, this Council needs to hear opinion testimony from expert witnesses. These topics include predictions about impacts on property values and predictions about impacts of increased traffic. Individuals providing expert opinions must be qualified as experts and provide the factual evidence upon which they base their expert opinion.

Inadmissible evidence is deemed objected to:

- Any documentary evidence that is certified or from a recognized professional source will be admitted without authentication.
- Witnesses must swear or affirm their testimony.

At this time, the City Clerk will administer the oath for all individuals who intend to provide witness testimony.

Mayor, you may now poll the Council for any bias or fixed opinions, conflicts of interest, ex-parte communications, or site visits.

**Tom Boney, Alamance News**: Before you proceed any further, my recollection was there was another condition that Planning Board put on the project and I did not hear that one read. Is that not a . . .

Assistant City Manager Holland: Yes, so once the Attorney was going to finish his part, I was going to read the conditions that were set forth from Planning Board.

**City Attorney Coleman**: So, anybody that's going to provide testimony, if they could come forward and take the oath.

**Tom Boney**: I guess that my question, again, sorry, Assistant Manager, wouldn't that be appropriate to be stated before the witnesses what the conditions are?

Assistant City Manager Holland: I think Council has not questioned anyone that's getting sworn in, they are just getting sworn in right now and then come back to me in case they have any questions for staff.

**Tom Boney**: The question is there's another condition, as I recall from the Planning Board meeting that has not yet been described. Did I remember wrongly?

Assistant City Manager Holland: Right, but once the swearing-in has happened it comes back to me before it goes to anyone else. There's no testimony before they ask me any questions. I will go over those conditions before they turn it over to the applicants.

**Matt Wall**: Madam Mayor and members of the Council, my name is Matt Wall, 3453 Forestdale Drive, Burlington, NC. I am not going to be a witness so you will be relieved that I do not need to take the oath. But, we do have three witnesses here; Chad Huffine, Glen Patterson, and Billy Tyler, those will be the three witnesses for the applicant.

**City Clerk Renee Ward**: Okay, if you would please raise your right hand. Do you swear or affirm the testimony you are about to give today is the truth, the whole truth, and nothing but the truth, say I do. (*All three stated, "I do."*)

**Mayor Talley**: I have a question. If there are five members on the Planning Board, how did you do a 3-2 vote? I understand three and two make five. My question is Chad is one of the Planning Board members.

Matt Wall: He did not participate. There are seven members.

Mayor Talley: Okay, so there were five members there, not counting him.

Matt Wall: Correct.

**Mayor Talley:** Okay, that's what my question was, okay. So, there were six or seven members there? Six right?

Assistant City Manager Holland: There were six present and seven total on the board.

Mayor Talley: Okay

Assistant City Manager Holland: The conditions that were recommended by the Planning Board were:

- **1.** Guard house on the property
- 2. A fencing around the perimeter of the lot to be opaque in nature
- 3. Add electrical components to the fencing if permissible by the code

**City Attorney Coleman**: I have one or two more things I would like to add here. Any admissible evidence that is deemed objected to, any documentary evidence that is certified or from an expert or from a recognized professional source will be admitted without authentication and Madam Mayor you may now hold the Council for bias, fixed opinions, conflicts of interest, ex-parte communications, or site visits.

**Mayor Talley**: Has anyone on this Council spoken to or had any outside communication with anyone in regard to this project? (*All Council Members stated no.*)

**Mayor Tally**: I appreciate you so much Bryan but you talk like a lawyer and so I just want to speak in laymen terms that if anyone is here tonight to talk about this project, and you come up, there are six different items that he spoke about earlier, so if you need your . . . obviously unless you were taking notes you may not know what those six items are. But, basically, we act tonight as kind of a judge and just like in a trial you have evidence that has to be presented, and then that evidence . . . there is certain evidence that we can consider and there is certain evidence that we can't consider. So, if you get up and say I don't like this project or I like that project that's not something we can consider. We have to go based on expert testimony so if you say for instance, we think that this project is going to lower my property value and you are not a certified appraiser or someone that is deemed, you know, to be able to give that kind of expertise or give that opinion then that's something that also this Council . . . it's not that we are not listening to you or that we don't care what you think but you have to be specific in the way that you make your argument that it dresses one of the six issues and if you could just name those off really quick again just the general jest of those six issues and those are the only things that these Council Members can consider in a yes, no vote for agreeing to this project or not agreeing to this project.

Assistant City Manager Holland: So, I'm not going to put the response, just the six criteria?

**Mayor Talley:** Yeah, so we have a brochure on this and I always encourage people to read the brochure because its . . . hard to remember it, all the details so to speak.

Assistant City Manager Holland: Right, the six criteria:

- 1. All applicable regulations of the zoning district in which the use is proposed are complied with.
- 2. Conditions specific to each use, identified by the Development Ordinance, are complied with.
- 3. The use will not materially endanger public health or safety if located where proposed and developed according to the plan as submitted.
- 4. The use will not substantially injure the value of adjoining property or that the use is a public necessity.
- 5. The location and character of the use if developed according to the plan as submitted will be in harmony with the area in which it is to be located and in general conformity with the plan of development for the Graham planning area.
- 6. Satisfactory provision has been made for the following, when applicable: vehicle circulation, parking and loading, service entrances and areas, screening, utilities, signs and lighting, and open space.

**Mayor Talley**: The first one is dealing with zoning. The second one dealing that it complies with our development ordinance, the 2035 Plan. The third one is focused on safety. The fourth one being how this would affect the value of properties and surrounding properties. The fifth being is this harmonious with property around the subject property, and six deals with traffic, signs, lighting, and whether this project has presented a plan that is not going to substantially hurt traffic from being able to get in and out of that area and also the signs and lighting to be able to direct traffic where it needs to go. So, if you did not raise your hand earlier to be able to speak because you needed to be sworn in, as we progress if you decide because sometimes people will speak and then you want to respond, so just raise your hand and we will acknowledge you. The first person . . . it's a public hearing for those who have already taken the oath and whoever would like to come forward if you will just raise your hand. Okay, Matt Wall, we will acknowledge you.

Matt Wall: Madam Mayor and members of the Council, again my name is Matt Wall, and I am here on behalf of the applicant, Cone Commercial Real-estate, who is the respective purchaser of this property under contract and I am an attorney representing the applicant in this permit application. As I said before, I'm not going to be a witness and I'm going to turn it over to Mr. Huffine first but I did want to make a couple of, sort of, opening statements and preparatory comments if I might. One thing I wanted to clarify in the agenda where it was read that the planning board and I know Mr. Ward is here, I think he may recall this and I think Bryan may recall this too, Bryan was at that planning board meeting. But, it was approved 3-2. That is correct, but just sort of behind that vote, my recollection is that all of the five voting members of the planning board that evening as to this particular application did find that the applicant had met its requirements under those six factors, the difference in two descending votes were that the motion imposed those three conditions which Mr. Holland stated earlier in which are also in your packet from the recommendation of the planning board. The three that voted in favor wanted those conditions on and they were approved the two that voted against the motion, as I recall them saying, that they voted against that motion simply because they didn't think the conditions needed to be applied to this. But, all five of the planning board members did in fact indicate that they believed the applicant, that we had met the requirement that we satisfied those six conditions. I just wanted to clarify that and Mr. Ward if you disagree please say.

Dean Ward, Planning and Zoning Chair: Yes, correct.

Matt Wall: Then also, just as another preparatory comment, there was a lot of discussion before this application was even filed, if this needed to be a special use permit process or whether it could be used, this use could be as of right under the existing zoning because there is a separate use that might qualify and it was back and forth and at the end of the day, after further details about the use and possibly uses of the property it was decided that special use needed to be done. But, I didn't want to clarify that there is no, it's just the way the heading is listed that it's freight terminals storage repair, wash or stop and there are no plans for this to be a repair place or a wash or anything like that. The idea is this property be used merely as storage for trailers and occasionally tractors possibly. As Aaron said, the staff does recommend approval and with that, I'm going to turn it over to Mr. Huffine and I would ask that he be qualified in and received as an expert witness. He is a professional engineer. I think you are all probably familiar with him but he has years of experience in his Leads Group PA, an engineering firm that is in the City of Burlington and I think his report and evidence will establish several of those six factors. Then we will have later, you've already seen they have been sworn in, Mr. Glen Patterson, who is a licensed real estate broker and licensed real estate appraiser. Glenn has done a report on this and we would ask that he be recognized and received as an expert. And then lastly, the representative from Kimely-Horn Engineering Firm that did the traffic memo and I believe you have that in your packets, that traffic thing. The other two I can go ahead and hand, there are some documents to go along with each witness. I'm happy to hand those up now to the Council. I have the copies to do that or if you want to wait until they each come up in turn or give their evidence. But, I'm happy to submit those, if I may approach, and hand those out, I'm happy to do that. But, Mr. Tyler, Billy Tyler is the representative for Kimely-Horn and he's also a professional engineer we would ask based on his licensing and training and years of experience that he be received as an expert in this matter and he is the representative of the company that did the traffic memo. Does Madam Mayor, the Council have a preference about receiving the written statements of the witnesses in advance or at the time? I'm happy to hand them up now if you would like to have them. You've got the traffic memo I think.

Mayor Taylor: Yes, there were some questions about the traffic memo.

Matt Wall: Okay, Mr. Tyler is here who can answer those.

Mayor Talley: Okay, you can go in any order that you would like.

Matt Wall: Okay, well let's go first then with Mr. Huffine and if I may approach.

**Mr. Chad Huffine**: Good evening Council, Mayor Talley, Chad Huffine, 505 East Davis Street, Burlington, NC. I'm the civil engineer for the project. This project was brought to us several months ago with the concept of placing a storage area for rental, long term for tractor trailers specifically the trailers in an overflow from an adjacent industrial parking lot uses in the area. The property was selected based on its proximity to I40 and its ease of access to the industrial park, east and south. The property is surrounded by similar uses. The school bus parking garage, prison camp, all those areas kind of surround the property to the northwest and south and then further east there are some industrial uses. There are no residences in the area adjacent to the property. So, it's a fairly consistent use. It is new to our area in that it is a standalone facility where a tractor-trailer driver or truck driver will come, either pick up his trailer with his tractor or store several trailers and switch them out in his service in the area. So, with that, I'll take any questions regarding the consistency with the use, if you have any, if not I'll ask you to receive our document pertaining to the traffic information, or traffic study provided by Kimley-Horn. (Attachment A)

Mayor Talley: Do you want to answer questions about the traffic study?

**Chad Huffine**: I can take them and if there is something that we need to speak to specifically from the technical portion of the study I'll be glad too. If it's the general concept of the driveway circulation access we would be happy to attempt to answer those until I can't and then I'll ask Billy to come up and help me out.

Mayor Talley: What was the period of time that you did that?

Chad Huffine: Okay, we will be Billy to come up here and help me out.

**Billy Tyler**: Yes, my name is Billy Tyler, 1008 Kingswood Drive, Chapel Hill, NC, and as he said I am a licensed engineer. It was a question, what is the period of time the traffic study was performed?

Mayor Talley: Correct.

Billy Tyler: Are you saying when was the study submitted or when did we collect the data for the study?

Mayor Talley: You did it for just one day?

**Billy Tyler**: Yes, we did it for just one day which is typical. We collected counts during the morning and afternoon peak hours and I can find some dates for you but does include it in the appendix. But to do it over one day is typical.

**Mayor Talley**: Did a lot of traffic studies, I mean, you can do them for one day, but that's not really a true, in my opinion, a true story of that on a Tuesday, you know what the traffic is there on a Saturday versus a Monday morning or a . . . so.

**Billy Tyler:** So, it is typical across the industry to collect traffic counts for one day in the morning and afternoon peak hours and then we apply several factors within our study that help account for that variability and what we end up actually analyzing and basing our recommendations on are the effectively the 15 most peak minutes of the day. So, we are looking at the most intense 15 minutes of a typical day which should cover most cases on the roadway network.

**Mayor Talley**: But you would agree that the numbers on a Saturday could be very different than the numbers on a Tuesday.

Billy Tyler: They could.

**Mayor Talley:** And on this property here, does the, can you show me the intended routes that trucks would be taking to get access to this from the interstate?

**Chad Huffine**: Chad Huffine again, I'm going to help Billy out where we need to help each other out. If you will look at the information we submitted to you, you have truck turning maneuvers that show access onto Interstate Service Road and then from Interstate Service Road to Gilbreath Street should be in the documents submitted to you through staff reviews or I can point to you on the screen.,

Mayor Talley: On the screen? Can you pull it up, Aaron?

**Chad Huffine**: If I may, Mayor Talley, I'll bring you a sketch of what you are looking for, if I may. **(Attachment B)** 

Mayor Talley: Sure.

**Chad Huffine**: So, if I may speak while you are reviewing that, two of the major concerns during the planning review process was the access to Interstate Service Road such that a maneuvering tractor-trailer would not encroach into the oncoming traffic in the opposite direction. The other point of interest was at the intersection of Interstate Service Road and Gilbreath Street. Both of those being important maneuvering areas whether the trucks turn right and then turn left and then access Interstate 40 through 54. So, it was determined that most of the truck traffic would move to Interstate Service Road, turn right on Gilbreath Street, turn left again, and then left again on 54 Hwy. Once they reach 54 Hwy they would go north to I40 or they would go south to Cherry Lane and then turn up Cherry Lane and head to Commerce Park. So, all those points, I think were addressed during the staff review. The access to Interstate Service Road was found to encroach onto some existing infrastructure for fire services and the water main. So, the second photo I showed you is the encumbrances at the existing entrance. The entrance was moved further west away from those items and widened to accommodate the larger maneuvers of the tractor-trailer. Therefore, you see a 94-foot curb cut with expanded radii to the right of the driveway or east as you would turn right onto Interstate Service Road and approach Gilbreath Street.

**Mayor Talley**: Can you pull up the aerial street view so we can see the pathway coming down Gilbreath? What did you mean when you said that it was, that it went . . .

**Chad Huffine**: Okay, so when you turn out of the parking lot, that we propose, if you don't make the driveway wide enough, the tractor-trailer driver has to swing out into the opposite lane of travel, so if you were coming towards the prison camp you could get run over by the tractor-trailer driver. So, we made the entrance super wide to have a larger radius on the eastern side so the driver when he's in his truck and leaves, heads east, the tractor and the trailer stay in his lane and do not encroach the other lane. It's only a two-lane road there. In practice, the truck drivers going to drive everywhere, and we on paper have to facilitate the maneuvers to get the tractor-trailers designated (inaudible). That's the reason for the excessively wide point of access.

Mayor Talley: So, show Aaron on the, where that is, like right in that area?

**Chad Huffine**: If you turn the aerial layer on it will stick out a lot better. See that grass field where the cursor is?

Mayor Talley: Yeah.

**Chad Huffine**: If you see the pin that says Blessed from Above Massage, we have the proposed access just to the west of that pin. So, it is in the bushes just to the west of the pin so that when you turn right in a tractor-trailer you don't go into the land on the other side coming back towards the prison camp. Once you leave the site and you are on Interstate Service Road, make a hard-right turn and then a left turn to approach Gilbreath Street. Both of these maneuvers were a concern that staff reviewed by DOT and by our town engineer. So, we provided the truck maneuvers showing they were able to accomplish their maneuvers without being in the other lane.

**Mayor Talley**: So, it's both the tree, the tree area, all those trees to be cut down, and the open area space, is that right?

**Chad Huffine**: So, the pine thicket to the left of the driveway just under the number 2184, the center of that will be removed. There will be a portion of the existing vegetation that will exist just under the 2184 northwestern corner. Those trees will go away and the grass area to the east of the tag from Blessed from Above Massage that entire area will then be consistent with the whiter grayed-out area that we show you on-site.

Mayor Talley: And show me how you are going to get back on the interstate and get off the interstate.

**Chad Huffine**: So, from Gilbreath Street, you would take a right. You would go south just to the GKS, well now it is Cintas Uniform Services, so you are going to turn left onto Woody and you are going to go down Woody Drive until you get to 54 Hwy. That's where the Waffle House is. When you get to that intersection, you are going to either decide to turn left or right. If your destinations are to the south such as Commerce Park or further, Chapel Hill, then you are going to turn right and go south on 45 Hwy. If you are going to access 40-85 then you are going to turn left immediately and then chose your direction at 40. Then I guess if you are going to go into town you would just continue on up 54.

Mayor Talley: And if you go the other way?

Chad Huffine: If you go south?

Mayor Talley: You go down . . .

**Chad Huffine:** Oh, if you, left, if you turn left you've made a bad decision. We modeled the entire system after that right turn.

Mayor Talley: What did you just say, that truck drivers go everywhere?

Chad Huffine: Truck drivers go everywhere, once.

Mayor Talley: Once, at least once. Okay, can you show me where that is Aaron? Go the other way.

**Chad Huffine**: Yeah, if you turn left and go down Interstate Service Road you are going to end up at Hey 87. Go back to Interstate Service Road at the point of access to the project. So, you are going to turn left on East Interstate Service Road, go through the four-way stop at the school bus garage, EMS is located at the four-way stop, and continues down East Crescent Square Drive until you hit Hwy 87. You are going to go north on to I40-85, you are going to turn right and make your choice if you are going to turn to the left and go south down 87 towards Pittsboro and you'll turn left at the light and head south on 87 Hwy. It would be the same route that I would take if I was driving the activity bus depending on which direction we were playing that night.

Mayor Talley: And you say it's for 120 trailers.

**Chad Huffine**: 122 spaces and these are long-term rentals they could come and go once in a day. They could come and go once a week, they can come and go several times a day. So, what our traffic study tried to do was model those conditions at the peak time of the week and I think that was what Billy was trying to comment on. They picked the worst-case scenario and provided that staff review.

Mayor Talley: So, they are expecting 250 trips in a day?

**Billy Tyler:** So, because this use is a bit unusual, we collected data at several other facilities similar ones in North Carolina and based on that we showed that there would be approximately . . . and when we matched the amount of trailer spaces that were offered at those to this one we found there would be about 14 trips going into and out of this during the morning peak and about 16 trips going in and out of it in the afternoon peak. And in total during the day there would be 134 trips approximately. That's a typical weekday.

**Mayor Talley**: What's a busy day? What would be a Saturday, do they run on Saturday? Do they run seven days a week?

Chad Huffine: So, this facility would be operable seven days a week.

Mayor Talley: So, when is the busiest day for them with other facilities?

**Billy Tyler**: So, we typically look at things based on the busiest time for our site matched onto the busiest time of the week, which is a weekday morning or afternoon peak. The data we collected for this was on Tuesday, February 28, 2023. Like I said, we collected times during the seven to nine morning peak and a four to six afternoon peak and made our recommendation based on that.

**Mayor Talley**: But my question is, at other facilities how many times are they picking up, I mean they have to have an estimate . . .

**Billy Tyler**: We collected data at other facilities throughout the day and I believe that information is included in the appendix of the traffic memo. So, there were two sites. There were two tables that we included in the appendix. One of which was the table labeled 4710 Chesapeake Drive, and the other one labeled 5035 Old Walker Town Road. These are the two additional facilities that we counted and the data there show the number of trips that were observed on typical weekdays there as well as during the mornings and afternoon peak hours.

**Mayor Talley**: I understand what you are saying when I saw this but my question is what is their peak. I mean if you can pick a Tuesday maybe that's the lowest day of the week that they run. But my question is, what is the highest peak that you are expecting per day, from any of the other facilities?

**Billy Tyler**: So, the peaks that we got here measure the peak of each of these facilities. Like I said, this is a non-standard use and so we took the peak of each of these facilities, used that data to generate an estimate for the proposed facility. So, based on the number of trailer parking spaces, the 14 am trips, 16 pm trips, and 134 daily trips should be the worst case for the proposed facility.

Mayor Talley: And this would all be concrete, is that right?

**Billy Tyler:** I believe that's correct.

Chad Huffine: It's currently proposed as gravel.

**Mayor Talley**: Gravel. And so, I'm assuming since you are moving forward with this, that the developer is agreeable to a fence, an opaque fence, being one you can't see through and how tall, did they make a recommendation as to how tall the fence was?

**Chad Huffine**: Chad Huffine again, I'll be glad to speak to those conditions or proposed conditions. We took the recommendation back to the developer from Planning Board and asked them specifically what the level of security would be, what their level of interest was in providing access control, and that sort of thing. So, I think on June 12, 2023, we provided a memo to the City indicating a six-foot minimum high gate fence surrounding the property, a windscreen similar to what you see on athletic fields, and what's advertised is 90% opaque supplemented with the required landscape plantings. The access to the facility at the main gate would be a key code similar to the rear gate at Burlington Regional Airport. We interviewed Dan Danieley to determine the success of the gate and the access and they felt the system worked. He sang praises of the fence company and the manner in which they access their facility through that gate. All those pieces of information were then provided to Cone Commercial Real-estate who gave us the affirmative so that accumulated in the creation of the memo on June 12<sup>th</sup> to give you the idea we were certainly amenable to the security fence, access control, the opaque screening, and the required vegetation.

**Mayor Talley**: And, we will get into the vegetation in a minute. But, the fencing, what materials did you say you were using?

**Chad Huffine**: So, I think in the memo it was a 12-gauge black vinyl-coated chain-link fence. And if you are familiar with most of the athletic parks in the area, the windscreens are attached to those chain-links with little hog rings ever so often through the eyelets that are provided in the windscreen material. They

are secured to the inside of the chain link fence and provide the visual obstruction that the ordinance requires and the conditions you are asking us to provide.

**Mayor Talley**: So, like what they have at the, what they require up at the junkyard that is on 70, they have like a chain-link fence, and then they have the screening connected to it, is that what you are . . .

Chad Huffine: Tell me the specific address, I'm thinking more . . .

Mayor Talley: All the ones on 70.

Chad Huffine: Yeah, Copart has a metal wall almost through its property.

Mayor Talley: Oh okay, he has a picture here.

**Chad Huffine:** And in your packet, those items are provided. If you've ever been to Graham Middle School to watch a baseball game during legion seasons, the outfield windscreen is obstructing the view of the bushes and the activity behind the outfield fence. So, that's the idea we have in mind. I think the third, probably the second and third pictures, I think they give you at least a pretty accurate description of what's commercially available and what we would provide.

Mayor Talley: Aaron, do you have it, did you put that in the packet?

Chad Huffine: I'm going to look and see what I've got that I brought with me.

Mayor Talley: Yeah, I know, he said it was in the packet and I don't think it was.

**Council Member Bonnie Whitaker**: Is it normal, is it the norm for these types of storage facilities to have gravel rather than concrete?

**Chad Huffine**: I have been to two personally down 85 between here and Atlanta on a trip in January and they were gravel. If I may, Mayor Talley, I have a copy of that memo. (Attachment C).

Mayor Talley: Aaron, can you please pull up the, I believe it's B-grade of the landscaping?

**Chad Huffine**: If I may Mayor Talley. (Attachment D)

Mayor Talley: Yeah, sure.

**Council Member Bobby Chin**: Mr. Huffine, is this what you are proposing similar to the storage area across from Westgate Triad on Auto Park Drive?

Chad Huffine: Can we look at it on the map?

Council Member Chin: Yes.

Mayor Talley: Aaron, as far as an opaqueness, D, is that the one?

**Assistant City Manager Holland**: D, is minimum landscaping grade, it's typical between that type of use, and less intense uses. If this was adjacent to something residential it would be a much more intense

landscaping requirement but it is of a similar intensity so therefore, it's a very lightweight landscaping requirement.

**Chad Huffine**: If I may add to Aaron's comments. You typically have in the City of Graham Ordinance, A, B, C, and D landscape buffers. Those buffers vary in width from 40 down to 10 feet. So, D would be a consistent landscape buffer between industrial uses.

**Mayor Talley**: I just wanted to, I would not be using this as an example because the number of calls I've gotten from citizens from when CarMax was there, Carvana, whatever, that was, my phone was ringing off the hook. I wouldn't be using this as an example.

Chad Huffine: I can say to Councilman Chin, no sir.

**Council Member Chin**: I was referring to the fact that that's a gravel parking lot.

**Chad Huffine**: That is gravel, yes sir. If we could, if we are touring around town, on Google Maps we could go back to the Burton Storage which is across the street and a little more comparable. It's the old SCI building that is shaped like the letter U. So, if you will get a street view there at the intersection of East Gilbreath and Woody. If the photographs are current, no, let's go down Woody and see if the dates improve.

Mayor Talley: They did have current pictures on there because I saw them.

**Chad Huffine**: All right, let's pause there, please, Aaron. So, Councilman Chin, as opposed to wood, this would be the 90% opaque mesh screening and the contents internal to the light.

**Council Member Chin**: I was just showing the Mayor because she had a question about concrete versus gravel and that parking lot that was over there across from Westgate is a gravel parking lot.

Chad Huffine: Thank you, Aaron.

Assistant City Manager Holland: Which one, Woody or Gilbreath?

**Mayor Talley**: Woody. I see a lot of electric, not sure if they are necessarily Duke, but I see a lot of big trucks there in that parking area, staging area so to speak. Joey, do you have any more questions for . . .

**Council Member Joey Parsons**: I think one of the conditions was a guard house. You didn't address that when you were . . .

**Chad Huffine**: So, the addition of a guard house or the addition of a keypad coded entry in the minds of our customers accomplish the same thing. The concern at Planning was security, vagrancy, or whatever might go on. So, we took a trip to see Captain Flood to interview him specifically about occurrences in this area and to his knowledge there were none. There is not a lot of activity that there . . .

Mayor Talley: There's a whole homeless camp camped out in GFL across the street.

**Chad Huffine**: At this location, there were further items that Officer Flood commented on at the apartments close to Woody Drive and at the adjacent property line to GFL. At this location, the prison camp, and the school bus garage, there were no incidences that he could think of. So, the guard house would then require a full-time employee and that is not something that is in the business model of the plan

for this facility. So, the keypad and gated access, we professionally, and our customer as well, felt that would provide the security that Planning Board was looking for. And, I'll go ahead and comment on the electrified fence. The opinion of our customer was not a facility they did not want to install.

Mayor Talley: I'm sorry, say that again.

Chad Huffine: That was a piece of the facility that they did not want to install, I guess for obvious reasons.

Mayor Talley: I just think that . . . did you say it was a ten-foot fence, is that right?

**Chad Huffine**: I think we had proposed six. It is the purview of the hearing to add conditions to this if you so desire.

**Mayor Talley**: I think the concern is that it's chain link and even little kids can climb chain link fence and get over it, you know, as far as like a safety thing. There is a campsite, so to speak, in the woods there that GFL has had quite a bit of issue with. I don't know, I mean I can see why there are security and safety concerns for that if you don't have a very good way of keeping people out.

**Chad Huffine**: So, I'd like to say that our perimeter fencing, our locked gates, and our keypad access control is consistent with or better than any of the adjacent properties. We can pull up Woody Drive, we can go down Interstate Service Road, and look at the existing School Bus Garage fencing. You will find chain link fences consistently used throughout. You can certainly propose barbed wire at the top, which provides an additional hazard but it does provide an additional means of security. That is not something that is common in most town ordinances so that's why we did not propose it. Higher fences are often a better deterrent but we did not propose that because it would be inconsistent with what is there already. So, I think at this point the body you all are members of or have the opportunity to provide conditions in addition to what we propose but we are posing a six-foot chain link fence with a windscreen that meets the opaque requirements and (inaudible) security.

Council Member Chin: Would you clarify the use, is it a trailer storage facility?

**Chad Huffine**: If I drive a tractor-trailer and I have two trailers and one tractor and I need a place to put one of my trailers, I'm going to put it here and pay someone a rental fee. When I need to switch trailers, I'll take it to its destination whether it is full or empty and I'll retrieve my other trailer and I'll run another route. It could be all of us and one tractor and two trailers or it could be just me and 122 trailers. I don't know the scope of that and neither does the customer. But, that is the philosophy here. The trailer would be dropped, and part of it is an overflow function of the commerce park. Part of it is the location of Graham relative to other points of deposit. So, one tractor could certainly facilitate local runs with multiple trailers between Greensboro and Raleigh in one day. I think that is the idea that is driving Cone Commercial to move to this area.

Council Member Chin: So, still a storage area.

Chad Huffine: We could call it drop storage.

Council Member Chin: Drop storage.

**Chad Huffine**: There are all kinds of vocabulary, but what I would do if I woke up in the morning as a tractor-trailer driver, and I had two trailers and two routes to run, I would go pick up a trailer and take it to

Greensboro, bobtail back to Graham, pick up my other trailer and run it to Raleigh. Bobtail back to Greensboro and pick up my fully loaded trailer and take it to its point of deposit. I'd do the same thing for my destination in Raleigh and back here. If I'm done on that day then I'm going to drive that tractor home and leave my trailers here.

Council Member Whitaker: But it is not going to be used for truckers to spend the night, right?

**Chad Huffine**: No mam, this is not a truck stop and this is not an overnight facility in any way geared towards that and I'm sure that's in the lease agreement. We can get that information from Cone Commercial if necessary. But, it is not in any way intended to be a truck stop, overnight, wash, or mechanical facility.

**Council Member Whitaker**: Some of the paperwork said it was not expected to be used for that and that got to my (inaudible) senses.

Chad Huffine: I'll clarify that if need be and tell you that's not expected and it is not going to happen.

Council Member Whitaker: Okay.

**Mayor Pro Tem Hall**: Is this about the tower that's already on this property, how are you going to get access to it?

**Chad Huffine**: Okay, Councilman Hall, so, the idea would be to provide the tower compound with access to the main gate with (inaudible) code and then double lock the rear gate so that both the property owner and tower compound owner would have access to the tower facility. Much the way we would lock or double lock easements or gated access across easements throughout the town or on other public facilities.

**Mayor Pro Tem Hall**: The property still had a parking lot across the deck (inaudible). I'm sorry, doesn't this property still have a recorded parking lot easement across this property?

**Chad Huffine**: It has an easement, a recorded easement across the parking area, and that easement would continue to exist but it is not in use by the property owner. Through conversations with the property owner that easement could be abandoned if necessary. The parking lot that is there is currently a little asphalt parking lot adjacent to the main entrance to the, I guess it would be the east side of the existing warehouse and the main concern in that area was not that the parking lot was there but that the water vault and hydrant were there and we wanted to make sure we avoided those. We spoke with Officer Russell or Beau at Graham Fire early on to make provisions to avoid that.

**Mayor Pro Tem Hall**: Aaron if we approve this with the current parking lot, a dirt parking lot, would that deter or diminish the existing building for (inaudible),

Assistant City Manager Holland: Would you mind repeating the last part you said, would it diminish the what?

Mayor Pro Tem Hall: Would it diminish the property at Rolls Enterprise?

**Assistant City Manager Holland**: I think that would have to be answered by Glenn. If you are talking about it from a monetary viewpoint?

**Mayor Pro Tem Hall**: No, what I'm asking is the people at Rolls Enterprise removed the parking on this property that Chad is talking about, wouldn't that diminish and go against our ordinance for Rolls Enterprise?

Chad Huffine: It's the same ownership.

Assistant City Manager Holland: It's the same people, so I think it would be one in the same.

Mayor Pro Tem Hall: Okay.

**Chad Huffine**: Councilman Hall, for clarification the warehouse is owned by the property seller. They have spoken to their tenants and they will use the other parts of the parking areas that facilitate that building for their use. I understand your question now. So yes, that item has been addressed.

**Mayor Pro Tem Hall**: (Speaking to Mayor Talley) Back when Jerry and them bought this property the grass area out there beside where it says Rolls Enterprise (inaudible) temporary, well there is a big parking lot recorded on the plat. But, what I wanted to know was, is he going to go against our zoning ordinance for them to nullify the parking that is non-existent at this time? Can they do that and still, that building keeps its zoning?

Mayor Talley: So, the tree that you have there, are you going to take all those trees down?

**Chad Huffine**: Almost all of them, we have to put street trees back in place of the ones we take out. There's a lot of grade change that occurs in that wooded patch and in order to get the storm drainage to function, that site with the pine thicket on it has to be graded to drain to the east and then there's a perimeter around it that we are planning on leaving outside the functional area, the parking lot. Then that would be supplemented or augmented with additional street tree plantings consistent with the City street yard requirements. That's on that little drawing that I handed up.

Mayor Talley: But is that picture accurate that you leave all those tall trees?

**Chad Huffine**: Yes, that's pretty accurate. The center part of the thicket is gone because there are three rows of trailers right there. The perimeter is pretty much going to stay where it is.

**Mayor Talley**: You are aware of our overlay district, right? I know this is not in the overlay district but the intent of the overlay district?

Chad Huffine: Yes, mam, I am aware of the overlay districts in the city.

**Mayor Talley**: Aaron, there was an electrical contractor that was right there on Gilbreath Street that had some issues with break-ins there and they had a fence. I remember and recall them saying when they did put something on top of it, what do you call that?

Chad Huffine: Barbed wire.

**Mayor Talley**: Yeah, that helped a lot, but then they just cut the chain and didn't go over the fence anymore. They just brought cutters and cut through the chain. Is that, have you heard of any other break-ins over there?

Assistant City Manager Holland: I haven't but technology has come a long way over the last decade or so and camera usage a highly recommended. But, again, you know, you have to kind of lean on whatever the property owner and the business owner how they want to protect their property and to what level. Some people will put cameras in every corner, it just depends on the circumstances I suppose.

**Council Member Whitaker**: I think the bottom line is, if someone wants to get in there badly enough anywhere, they will. I mean the fence is a deterrent, I don't think, I'm saying it should be made of something else or that you should put barbed wire up around it, you know, these are all deterrents but if somebody wants to get in, they're going to get in. I mean, that's just been my experience.

**Mayor Talley**: That was a lot of the problem, like if that was a facility making biscuits no one would care to get into the fence, but because they sell very expensive wire and had it actually outside, you know it was like this advertisement, come steal from me, kind of thing. Copper is easy to sell at recycling places and stuff.

**Council Member Whitaker**: I don't think anyone will be trying to steal the tractor-trailer, I don't think.

Council Member Parsons: I think it's more concerned about the content of the storage trailers.

Council Member Whitaker: Yeah, but if they are locked, again, you know, I would hope they would be.

**Mayor Talley:** Well I think you have done an excellent job but are there any other people that are wanting to speak on this issue tonight?

**Matt Wall**: Mr. Patterson is here to speak on the possibility of any adverse impact on adjoining property values.

**Glenn Patterson**: I'm Glen Patterson, Patterson Appraisal, 885 Cheeks Lane, Graham, what you are getting is pretty much what my notes are that I provided. What I'm here to testify on is whether this proposed use would provide a substantial injury to the value of adjoining properties or abutting properties in the area. My professional opinion is that there is no data to say whether it would affect it positively or negatively on any adjacent properties or anything in the area. The neighborhood, there are about two to three deep adjoining it, is industrial properties so there is no impact that can be measured on any scale that I could find whether it would benefit or harm any properties. The only one I could find locally was the one we have been referencing at 609 Woody Drive. When the Burtons bought that property that if it (inaudible) as code they were using it for truck parking similar to this proposed use. I believe, if I'm right, it was when they leased it to the electrical company that the inside fence which is wood was put into there, but that property itself will change that use from regular industrial to more of a storage and industrial use for their trailers, very similar to this. Again, there was nothing to show any significant change of value based on just that one particular change of use on that property. Again, my opinion is the use of this property does not have any effect on the value of any property whether positive or negative.

Mayor Talley: Thank you.

Glenn Patterson: Sure.

**Matt Wall**: Madam Mayor, I think that's the evidence for the applicant. You have both oral testimony and written submissions of experts and the proposed findings of fact that Mr. Huffine and also your own staff had submitted. If there are any other questions that you have for us, we will do our best to try and

answer those. We would respectfully submit that the evidence does support that the applicant has met its burden under the ordinance to meet those six findings of fact and that the special use permit should be issued. Thank you.

**Mayor Talley**: Aaron, can you pull up the land use map and show this particular location? It's zoned I-1, is that correct?

#### Assistant City Manager Holland: Yes.

**Mayor Talley**: That orange, can you go down to the key? It talks about, how wide is that road there. I know they said they were going to have to make the driveway really wide in order to not go into that existing lane. That other lane on the other side, is that road like, able to handle heavy truck traffic?

Assistant City Manager Holland: Met with NCDOT during TRC and they are satisfied with the proposal that had been submitted to them with the recommended changes.

**Mayor Talley**: What does it say in our code of ordinances in regards to storage of a commercial industrial property? Because I know on the zoning for light industrial, they want that all buffered, they don't want you to be able to see that from the road, that kind of thing.

Assistant City Manager Holland: I'm sorry, are you speaking on the development ordinance?

Mayor Talley: Uh, uh.

Assistant City Manager Holland: Obviously they wanted to be placed in an area of similar use which this basically is. They want the landscaping to be applicable to the surrounding area. So, if you are near a less intense type of use and you are considered to be the heavier of the intensity uses they want to make sure you have enough buffering. But, because this one is adjacent to a similar intensity is why it is calling for such a light landscaping requirement.

Mayor Talley: Is there anyone else that would like to speak on this, at this public hearing?

**Tom Boney, Alamance News**: Madam Mayor, I have a question, not testimony on the subject per se. The question goes back to City Council. The question is whether it is an action, a promise, or an expectation. Several years ago, the City heard a zoning request for the Lidle Distribution Center in the industrial park. As a part of that the Mayor, then Mayor Peterman, elicited and this is part of the question, I'm not sure exactly how precise his promise was but from the Lidle people, prior to Amazon, would not use the exits or entrance through Cherry Lane to get to their facility. That the entrance, used for entering and dealing at the industrial center or industrial park, was solely through Senator Ralph Scott Parkway, which has the entrance off of Trollingwood/Hawfields Road. My question occurs by virtue of the description given by Mr. Huffine, actually twice, that part of the intention is that trucks would turn right down 54 and then turn left onto Cherry Lane to get into the industrial park. That's my question. It could be that everything has been overtaken by events but at some point, there was the assurance, promise, something that Cherry Lane was not going to be used for industrial traffic in and out of the industrial park. I don't know what the status of that is, I know what the status of practice is, but I don't know what the City's if it had any official imprimatur in terms of assurance from, not these applicants, but the applicants for the industrial park was to keep industrial traffic off of Cherry Lane.

Assistant City Manager Holland: I think the intent, I was not here during that conversation, I came in right at the end of that but, the intent was to try to keep that traffic from coming down Cherry Lane and stick to that new road. But, Mayor Peterman can't dictate who can come on and off a State road, so it was more or less an acknowledgment by the company that they are going to steer their drivers to utilize the new road versus coming down Cherry. Jerry would not have the right to tell someone that could not come down a State road. So, that conversation was like that, I hate to do that, but I was not here at that particular time.

**Tom Boney**: Right. Well, that's my underlying question. I'm not sure how much enforceability it had from the outset, but at least rhetorically, at some point, there had been an assurance to residents in that area and otherwise, that Cherry Lane would not be used as an entrance for the industrial park. And, now tonight, twice, it's been mentioned that it specifically would be for potential tractor-trailers from this facility. Swapping out and potentially going there as opposed to again, the original description was that everyone would enter the industrial park through the main entrance off of Trollingwood/Hawfields road onto Senator Ralph Scott Parkway.

**Mayor Talley**: Anyone else from the floor that would like to speak? Can I get a motion to close the public hearing?

Mayor Pro Tem Hall: Madam Mayor, I make a motion to close the public hearing.

Mayor Talley: Do I hear a second?

Council Member Chin: Second.

Mayor Talley: All in favor?

Council: Aye (All said, Aye)

**Mayor Talley**: Okay, I just want to start out by saying that I myself, I speak for myself, very pro-business, try to find solutions, rather than try to tell people why they can't do something. That being said, the way I interpret and read the comprehensive plan and the land use plan is that when you're asking for a special use to be approved and I will read directly from the 2035 plan; "Develop commercial and residential site design guidelines that enhance community character and appearance to be used with special use permit and conditional rezoning applications." And, in my mind, if you are having, and I said this about the development out near Cherry Lane, the industrial park predates the development, the residential development on Cherry Lane. Whether residents that bought there knew that was an industrial park but certainly their broker or real estate agent should have told them. That being said, there is a way to develop harmoniously with existing neighbors and make sure that noise is not an issue for existing residents when you are going to build, lighting is not going to be an issue, the roads aren't going to be, they are adequate for the additional traffic and that's why I was concerned about the traffic issues here and where all these trucks are going to be coming from. Your own testimony states that taking the wrong turn is not a good thing for tractor-trailers because there are exits off that interstate service lane and GPS takes years to even get people sometimes to even upgrade or update that. I don't have a lot of faith that drivers, tractor-trailer drivers will not go the wrong way. When I looked at this, I always come in with my mind open to hear what you have to say but I have a lot of concerns about safety. I share a lot of concerns the planning board had and even in Cherry Lane if you are going to have to, if everybody put up a buffer, put up a fence I don't want to see that, that does not seem to be consistent with what we should be developing in that area. You know, obviously, the overlay districts, which I against a lot of opposition champions years ago now are the best thing we ever did. But, back then they were not so popular, and it is to protect our corridors

coming in so that when you are driving down the interstate and you see, I'm sure people are familiar with the hotel there, the old hotel at the Maple Street exit in Burlington and you have all those trailers piled up there for storage with no fencing and no anything. It just does not lend itself to looking harmonious with the existing or safe or just a lot of things. The appearance of that, I think some of the, a lot of the ordinances that we have in place are to tell developers and business owners when they have buildings that they typically want storage in the back, they want it not to be seen, even on light industrial. So, you can't have, you know, equipment that you are working on out front, you can't have storage trailers our front and this entire site from the interstate, up high on a hill, would have this imagery of storage trailers. In my mind, for a special use to kind of go against what would be allowed there, I need to feel like that's improving the area and even your own real estate appraiser said that it will not damage nor will it improve. So, it leads me to feel that I'm not very much in favor of having a storage facility there and then having a lot of fencing around it and security issues and we did not even talk about the lighting. But in my mind, I hope if other council members, because I'm just one Council Member and we all have a vote, that there would need to be some significant lighting there and I think a chain link fence really does not deter any kind of the safety concerns that I have in that area. I think the traffic is an issue in that area as well. I think that is a reason why they are having to make the driveway entrance wider. So, for those reasons, I'm personally not convinced but I will let my other Council Members make their comments and see what their feelings are. Bonnie?

**Council Member Whitaker**: I was just going to ask you (*Mayor Talley*) what are your safety concerns. Are your concerns for the truckers that are going to be using it or the safety concerns for the people that try to break in and break the law? Which ones are we talking about here?

**Mayor Talley**: Well, I just think that a fence is not going to deter people and you have a lot of people that aren't all working for the same company, you just have a lot of truck drivers from all over the country that will be entering that location and without an onsite person, as the planning board recommended, to be running that business, I mean what is going to stop ten tractor-trailer drivers from sleeping there overnight. There's nobody there minding the business. What would stop ten tractor-trailer drivers from staying there overnight? Or taking somebody else's trailer or storage trailer? No cameras, no lighting, none of those things were proposed. I don't know, I just feel like it could be a deterrent and I guess I'm more with staying with what the ordinances are and what the land use is and that if we are going to break that in order for a particular business to go somewhere, it needs to bringing something and making something better. I think there are reasons for exceptions but I don't feel like this rises to the level of being able to do that. I mean what we are saying is inconsistent with our overlay district. This particular property isn't in the overlay district but the intent of the overlay district is to protect the corridors, and the visibility from the interstate as people come through that they have something very nice to look at coming into our main hub. I mean the overlay district is to protect the development in that area. This is highly visible from the interstate. Do you want to have a bunch of storage trailers from the interstate?

Council Member Whitaker: I think that the intent of the fencing is to hide some of that.

**Mayor Talley**: I totally agree with what you are saying but why are we agreeing to change the rules so we have to hide something behind a fence?

Council Member Whitaker: I don't think we are changing the rules, it's already zoned for industrial one.

Mayor Talley: It's not zoned for this purpose that's why a special use permit is required.

**Council Member Whitaker**: Well, I still don't think that it's not in keeping with what's already in the area. I mean I think putting a restriction on them to say you have to have a guard there at all times is you know, certainly not something I agree with. I don't agree with electrifying the fence to keep people out because it's really not to keep people in, it's to keep them out. And then you are going to have somebody, God forbid, some trucker accidentally backs into the fence, and then we have a whole other issue going on. I don't think electrifying the fence is the answer.

**Mayor Talley**: Well, our property, just my personal experience of being beside a place that has tractortrailer traffic there is a lot of trash and debris, and like if there is something that they want to get rid of, old tires, or whatever, they just leave it. I mean I hate to say that but with no one being there to monitor that, even at a truck stop, I mean, stuff gets dumped, stuff gets left, it's just a maintenance nightmare.

**Council Member Whitaker**: It could happen with any industrial building. I mean, I think that's a risk that . . .

Mayor Talley: But, there's no one there.

**Council Member Whitaker**: Well there's not anyone there at any of the other properties either. Not all the time.,

Mayor Talley: Yes, there is, on Woody Drive, there's always someone there.

Council Member Whitaker: At every place?

**Mayor Talley**: I don't know of a place in Graham that we don't have someone there monitoring. Even at the truck stops they have it monitored and they still do it.

#### Council Member Whitaker: Well . . . I guess

**Council Member Chin**: You are trying to change human nature Mayor. I think our discussion is getting to the point we are not trying to dictate to a private citizen who is developing a, making use of land that they own, why are we dictating? If it gets to the point that there's vandalism I'm sure the owner will take steps to correct it. But, we are now second-guessing what's going to happen there. If you drive from exit 145 to 148 and you look to your right you will see everything there that has no screening and such. It's an industrial corridor down I85-40. I mean, you've got where Amazon Locker and Carvana are storing vehicles and trailers and there's no screening on that chain link fence. But I think people recognize it, it's an industrial area. And we are trying to put lipstick on an industrial area. With the fact that they've got, they are going put a key code box, which means the driver was given that code by the business. He says okay, you can use this stop to drop that trailer, especially if it is pulling two trailers, drop one, deliver, and come back and pick up the second one. It's not a key code that is going to be publicly known. Oh, let's go on Google or whatever and say hey, we got a truck stop here let's use it. It's a trailer transfer point and I think we are overthinking its use and trying to define the outcome. That's why its private property being developed for private industry and if they're in the business of profit, if it starts getting vandalized they will take measures. If that means putting a guard on site, or with all the remote cameras, you put cameras up where it is monitored by one of the security firms. But, when you look at that area it used to be the prison. You've got the EMT service station there, you have the school bus repair there. It's all, it fits right into what's there now.

**Council Member Parsons**: It would actually look better probably than what's there with the screening and vegetation.

Council Member Chin: Exactly.

Council Member Parsons: Because what's there now does not look good at all.

Council Member Chin: Yep.

Mayor Talley: What do you think Ricky?

**Mayor Pro Tem Hall**: Well, I think once they come in and cut all them trees down it's going to open all them businesses back there behind them it's going to make them stand out like a sore thumb. I'm not in favor of it.

Council Member Parsons: They are not going to cut all the trees down they are going to leave a buffer.

Mayor Talley: You can't leave a buffer where there are not any trees now.

**Council Member Parsons**: I mean, under industrial who's to say that Rolls Industry gets bought by somebody and they have a hundred and twenty tractor-trailers and they have the easement to park them there, we have nothing in a conditional thing that could say they can't park there because its part of their business.

Mayor Pro Tem Hall: If they sell Rolls, if they sell the other business . . . (Inaudible)

**Council Member Parsons**: Or if it sold and they put up some other business and they have transfer trucks, they can park those transfer trucks on their business parking lot. I don't think there is anything in I-1 that prevents that. The only thing I know that I-1 is there is for towing, facilities can't store.

**Council Member Chin**: If the truth be told, it is basically a paved parking lot that nothing says it is going to stay that way. Somebody may come and decide, I'm going to buy that land and I'm going to build something on it that's industrial, manufacturing facility.

**Mayor Talley**: I would be more in favor of that than to allow a special use for storage trailers. I just don't see that consistent with our 2035 plan to allow a special use for storage trailers. How is that the highest and  $\dots$ 

**Council Member Chin**: But it's not long-term storage trailers. It's not like you are going to park it there and leave for a year. It's basically . . .

Mayor Talley: Anything that prevents them from leaving it there for a year.

**Council Member Chin**: Well if the person is willing to pay the usage, storage to leave it there. But, I don't think it was intended for long-term storage. Am I correct?

Matt Wall: That is correct.

**Mayor Talley**: And there is nothing that prevents coming out for someone to go left at either Gilbreath or on the interstate, is that correct?

Chad Huffine: Nodded yes.

**Council Member Chin**: Unless you get DOT to put signage that tractor-trailers can't go left. You know, if there is a weight restriction on that bridge. But as it stands now tractor-trailers do go over that bridge. Truck drivers will find the easiest way to navigate through a community and all it takes is the one time to make a left turn and go on Gilbreath and it's like, nope, not going to do that again. Truck drivers pulling a 48-foot trailer are going to find the easiest way for them to maneuver through a community.

Mayor Talley: Well that's why you have so many complaints from residents when they . . .

**Council Member Chin**: Well residents who buy a home near a commercial industry and start complaining I think of residents who buy a home under a flight path into an airport. The airports have been here when you bought, you knew there were airplanes flying overhead. And grant it, truck drivers do make mistakes and drive through residential areas but they don't make a habit of it. I think we are making something complicated when we can't change human nature but at the same time it's a legitimate use of that land and right now it's a naked field. We turn it into a transfer point, it is producing revenue. That revenue is going to get taxed. It's not a money-making venture, they are not going to build it.

**Mayor Talley**: There's no sales tax associated with renting that. Brings in no sales tax does it, Aaron? We don't pay sales tax on rent so the only thing is somebody is already property tax, so there are no additional revenues coming into the City. That's why I guess what I'm saying is, if someone was coming and they were going to build something and they wanted us to approve something that otherwise would not be allowed there, I would be in agreement with it if the citizens and the community were going to benefit somewhat. But I just don't agree with having an overlay, our whole strategy of overlay district is to protect the area.

Council Member Chin: Are we going to approve something that produces no revenue in Graham?

Mayor Pro Tem Hall: Property tax.

Mayor Talley: They are already paying property tax.

Council Member Chin: Yes, but does it change the property taxes being paid now, is it as vacant land?

**Mayor Talley**: It's already been reassessed, it's not going to change the value as you heard from their own appraiser. It's not going to increase the value, that's what I'm saying, it's like you're allowing something that they are having to hide with landscaping and fencing and I think there is a higher and better use. The property owner can do what they want but this is not acceptable use standing on its own merit. We have to, I guess my feeling is that what's the point of having a land-use plan and saying in this area you are going to have this, and in this area, you going to have 12,000 square foot lots when every single time when somebody comes up here you make an exception for it. I'm not saying this Council has done that but Councils in the past, seemed like nothing was ever turned down and you know, we just have to be thoughtful in development and what projects we make exceptions for.

**Council Member Chin**: But, you raise a good point if it is not generating and if it's not going to produce any revenue . . .

26

**Matt Wall**: Madam Mayor, if I might, if you are willing to reopen the public hearing, Mr. Patterson, the real estate appraiser would be willing to give additional testimony about the valuation of this property with the development.

Mayor Talley: With what?

**Matt Wall**: With the plan of development for the property and how that would impact the value of that property itself, not the adjoining properties. The special use findings were no adverse effect on adjoining properties. The question that I hear Council discussing now is the valuation of the property to be developed itself. He's willing and able to provide some additional testimony if you want to reopen that public hearing as to that question.

Mayor Talley: Sure. Do I have a motion to reopen the public hearing?

**Council Member Chin**: I make a motion to reopen the public hearing.

Mayor Talley: Do I hear a second?

Council Member Whitaker: Second.

Mayor Talley: All in favor? (All said, Aye.)

**Glenn Patterson**: Again, Glenn Patterson, it has been my observation in my thirty-some years in commercial real estate that if anything is touched on a commercial piece of property it is going to be revalued. So, this piece is sitting there and being mowed, you have trees on it. It's going to be graveled and it's going to be fenced and I would almost put money that it's going to be revalued and revalued considerably because the use is changing for it. You are also going to be bringing in revenue to the property owner, you are bringing in trucks, people who are actually using facilities within the City, whether they are retail facilities, whether it's downtown or whatever. I would say a lot of those folks may not be from around here and they may be using the motels in the area, so you are getting the revenue there off of the commercial aspects of it. But from what I've seen with these kinds of things it's going to get revalued because it's being improved. That's why it gets revalued because it is an improvement. They are not going to drop the value of it because they are starting to use it. It's a different use and the County is going to look at it that way. So therefore, that benefits the City because it is in the City, and you are going to get more taxation on that as well from the real estate side of things.

**Mayor Talley**: But, if there was a development that came there that actually had a building and a use that would be more valuable, correct?

Glenn Patterson: Well of course it would.

Mayor Talley: Okay, any other comments? I make a motion to close the public hearing. Second?

#### Council Member Whitaker: Second.

**Mayor Talley**: All in favor? Aye. All said aye. So, I just say that we have a finite amount of property and I just, I'm not in favor, I don't believe that they have shown me at least or convinced me at least that this is something that we would want to give an exception to. This particular property several years ago was

being eyed to put up a commercial building, a spec building by Samet. I think, I have not seen any for rent signs or anything like that up there, or for sale signs, or any advertising they have done. I don't know how much advertising they have done but I would imagine someone contacted the property owner and said hey, I'm looking at trying to do this but, again, I think if the property owner, you know, he knows what the acceptable uses are and that's by the zoning and to me if I'm going to make an exception to that I want it to be something that is going to benefit the citizens. I don't believe the value is going to go up a lot with putting gravel down and putting a bunch of storage trailers on it. You can't even tax the equipment. I mean at least with a building you taxing equipment, you are taxing the building.

**Council Member Chin**: But Mayor you making it sound like the trailers that are going to be parked there are kin to a storage unit like the Cardinal Storage down the road and I don't think that is the intent. It's basically a temporary spot where a line hauler and now that trucks now can haul two trailers. If he's going to make a delivery in Graham, he doesn't want to pull two trailers into the City. He needs a place to drop off one trailer and then deliver the one and come back and pick up the second.

Mayor Talley: Can I ask you where another facility is?

**Chad Huffine**: Chad Huffine again Mayor Talley. We would have to do down 85 Hwy into Georgia and I could show you some that are there. It will take me a while to find them on my phone.

Mayor Talley: Can Aaron find them?

Chad Huffine: I'd prefer to find them first and then give you the address in the interest of time.

Mayor Talley: Okay. I just have a real problem with no one there running the facility.

**Council Member Chin**: Again, Mayor, if it starts to develop a trend toward crime the owners are not going to let that, not respond to that. But for us to second guess, yeah you need to put a guard out there right now versus I think business will dictate what's going to happen. If he puts cameras out there, somebody is going to be monitoring the cameras. He's going to pay a security firm or somebody that's going to be monitoring the location. So, though there's no one there it is being watched. At the same time, as a gravel paved area, if somebody comes and wants to build there, it makes it a lot easier to build there than if somebody's built something and they have to knock it down.

**Council Member Whitaker**: I think the intent of 2035 when it talks about improvement, it is an improvement to the actual, what's there now. I don't think it is specific to, it needs to bring this much revenue into the City necessarily. When it says improvement, I look at it like, okay what does it look like now, is this going to be an improvement or is it just going to be not considered an improvement? To me, it is an improvement over what's there right now. I mean, there's nothing there now. Nothing scenic for sure, there's just nothing.

Council Member Chin: An industrial site.

**Council Member Whitaker**: Yeah, it's an industrial site and it looks like an industrial site. It just looks like an old abandoned industrial site. That's my opinion.

**Mayor Talley**: I'm sorry we have to do this in the meeting but we are not really allowed in a quasi-judicial hearing to go out and do our own research, we have to do everything in a public forum. It's very difficult to prepare for these kinds of hearings ahead of time.

**Council Member Whitaker**: While he is reading that if I might, under the conformity to the Graham 2035 Comprehensive Plan the planning board mentioned applicable strategies 2.4.3 it says freight corridors. Encourage freight-oriented industrial development to locate where it can maximize access to major freight routes including I-40/85 and state highways which it does that.

Mayor Talley: But this is not designated as a freight corridor.

Council Member Whitaker: It says it will encourage.

Mayor Talley: That's referring to areas that are designated as freight corridors.

Council Member Chin: One could make the argument. . .

Mayor Talley: Commerce Park.

**Mayor Pro Tem Hall**: You guys have got to remember there is a 200-lot subdivision that is being built on Gilbreath that is going to add a significant amount of car traffic on this road and if a tractor-trailer misses the turn on Woody Road, they are going to Ivey Road which the intersection want support making a lefthand turn.

**Mayor Talley**: Is that the Google street view? Can you go to Google street view, do you have the address? So, to me, they are allowing people who are going to be paying taxes in other states and other counties to come here, use your property, tear up the roads as you see here in this picture, use your property and you receive no, nothing. Taxation is a form of, you are here, you are living here and that's why you are taxed here. But, when you allow someone to come in, they are not employing any people here locally, there not paying any additional property tax as the renter, they are not improving the property and there is road maintenance and trash pick up that just, I don't know, I just don't see that this is something that is bringing something to Graham in order to make an exception to the existing zoning law to allow that to be here. I mean, I think that it was on a road that was designed for industrial use.

**Council Member Chin**: Well, Madam Mayor, as Council Member Bonnie said, it has access to the interstate whether you go east or west. If we use your argument that you are presenting now, we will not get anything here. But you can make that argument against one of those things . . .

**Mayor Talley**: That's not true, Amazon, Lidle, Wal-Mart, all of these people are paying equipment taxes, property tax . . .

Council Member Chin: Because they have a distribution warehouse there.

**Mayor Talley**:" They are employing local people, they are paying employment tax, they are paying property tax, they are contributing to their local community.

**Council Member Chin**: The drivers passing through, they have to eat, they have to have a place to stay, they have to fuel their trucks. I mean an indirect way revenue is coming back into the City. Not coming through that piece of land per se, but it is coming back to the City. If anything, its location does minimize the number of miles you are driving to get to the interstate. You think about where Lidle is, they have a further distance to drive, and you have to find an on-ramp. It's a quick, easy service provided to a trucker

to take care of business and then move on. They don't need to stop, they are not going to stop there as if it were a truck stop or rest stop. It's not meant to be a rest stop.

Mayor Talley: Who's going to monitor that?

Council Member Chin: If you don't have the code you can't get in.

**Mayor Talley:** Right, but if they have a code and they get in to be able to drop off a storage trailer, what's going to stop them from . . .

**Council Member Chin**: Again, it is not for us to judge human nature or change human nature. But if a trucker has a schedule to meet they are not going to waste time. They have requirements and restrictions and it's not meant to be a rest stop. They are going to come in, they are going to take care of business, drop the trailer off, go finish the route, come back, pick up the other trailer, and get out of town.

**Mayor Talley**: Well, whether it will or will not bring value to the City of Graham, I don't think it, on the other six items, I don't think that it complies with the zoning. I definitely don't think that it complies with the 2035 development ordinance, a comprehensive plan. I mean the 2035 comprehensive plan. I think there are a lot of safety issues. I don't believe it is harmonious with the buildings, the industrial buildings that are around there. We don't have anything like this at all at any of the other intersections and I believe the amount of traffic that it would produce there would be harmful to that area. I think the grade of the road is very similar to . . .

Council Member Chin: That's down in Georgia. It's not here.

**Mayor Talley**: Our road here how would it be any different than the road in Georgia? I mean, did you see the road on Wildwood Lane? It looks exactly like this.

Council Member Chin: And it is going to get repaired. Madam Mayor, I guess . . .

**Mayor Talley**: I just don't want it to have to cause the taxpayers to have to pay for something in which the developers are contributing nothing to either . . .

### Council Member Whitaker: DOT roads, right?

**Mayor Talley**: On Wildwood. Well, I can be, I'm just one vote, so, but I'll make a motion to deny the special use permit at East Interstate Service Road as it is inconsistent with the 2035 Comprehensive Plan, citing that it does not comply with the existing zoning, that there are safety concerns in regards to the fencing, the lighting, access with no person being on the property at any time, that it is not harmonious with the existing industrial building surrounding the property and that it will affect and further cause issues with traffic on the roads there both being Cherry Lane leading to Industrial Park and cutting over back to this facility on Gilbreath Street. And that by the testimony given by the applicant, they stated it would neither injure nor improve the value of the neighboring properties, and that signage would need to be, that they presented no evidence that signage would help in the traffic issues. They presented no evidence to me that signage was part of their plan to be able to meet and address the traffic issues of the tractor-trailers turning left. They also stated there would be no guard or person on the property monitoring the property, and weren't complying with the three conditions that were recommended by the Planning Board. And I will cite strategies being 3.2.2 Road Network, 3.2.1 Connectivity, with residential and commercial developments. (Sorry, I lost my place here.) And in regard to the commercial corridor on page 37 of the

2035 Plan, I will use that as a reference for the motion, seconded by Mayor Pro Tem Hall. All in favor, (*Talley and Hall – Aye*) and All opposed, (*Whitaker and Chin - opposed*).

Mayor Talley: You can abstain and it's a yes.

Mayor Pro Tem Hall: It is 2 and 2.

Mayor Talley: Do you abstain?

Council Member Parsons: I'm going to agree with your recommendation Mayor.

Mayor Talley: Thank you, motion passes 3-2.

Tom Boney: Sorry, what was Mr. Parson's vote?

**Mayor Talley**: He's agreeing to deny. I thank the applicant for coming before the Council. I think you did an excellent job presenting your case. I just think there are a lot of issues with the use there. Thank you for being here.

#### 8:17PM ITEM 2: REZONING – 53.904 ACRES - 0 SOUTH NC 87 HWY – PHASE 4 – ROGERS SPRINGS HOMES

City Council considered a request to rezone 53.904 acres located at 0 South NC 87 Hwy from R-18, Low-Density Residential, to R-9, High-Density Residential, for the purpose of extending the fourth phase of Rogers Springs Homes. (Continued from the May 9, 2023, and June 13, 2023, City Council meetings.) (Planning Board recommended denial of the rezoning by a vote of 4-1.) (Petitioner has requested to table this item for the August 8, 2023, City Council meeting.)

Assistant City Manager Holland stated the applicant asked to have this item, along with the annexation, tabled to the August 8, 2023, City Council meeting.

Mayor Pro Tem Hall stated the applicant had moved this forward or kicked the can forward twice on this, and questioned how many times they were going to kick the can before they finally decide. He asked if there was anything in the ordinance that says you can kick the can more.

Assistant City Manager Holland stated Council did not have to accept the request, Council could always move forward with the item itself. He stated the applicant sent a written request to have it tabled.

Mayor Pro Tem Hall motioned to continue the rezoning to August 8, 2023, City Council meeting one more time, but after that, Council would move forward.

Mayor Talley stated she did not know what the reason was for kicking the can.

Assistant City Manager Holland stated they did not give staff a reason.

Mayor Talley stated that she agreed they needed to show up at the next meeting and give a reason as to why they need to continue to keep it on the agenda. She asked Mayor Pro Tem Hall to word his motion

that if the applicant asked for another continuance, they still come and be present before Council agrees to another continuance.

Motion by Mayor Talley to continue the rezoning and the annexation request to the August 8, 2023, City Council meeting, and if the applicant wished to request another continuance they would need to be present, seconded by Mayor Pro Tem Hall. The motion passed unanimously.

# ITEM 3: ANNEXATION – 53.904 ACRES – LOCATED OFF MAYFIELD DRIVE – (AN2301)

City Council considered approval of an Annexation Ordinance to extend the corporate limits of the City of Graham for a tract of land totaling 53.904 acres located off Mayfield Drive. (Continued from the May 9, 2023, and June 13, 2023, City Council meetings.) (Planning Board recommended denial 4-1 vote.)

Motion by Mayor Talley to continue the rezoning and the annexation request to the August 8, 2023, City Council meeting, and if the applicant wished to request another continuance they would need to be present, seconded by Mayor Pro Tem Hall. The motion passed unanimously.

# <u>ITEM 4: REZONING – 0 KIMREY ROAD – 68.791 ACRES – UN-ZONED TO I-1, LIGHT</u> <u>INDUSTRIAL</u>

City Council considered a request to rezone 68.791 acres located at 0 Kimrey Road from un-zoned to I-1, Light Industrial for the purpose of developing an industrial site in the future. (Continued from June 13, 2023, City Council meeting.) (Planning Board recommended denial of the rezoning 6-0.)

Assistant City Manager Holland stated this item was also tabled last month. He stated this was an approximately 68-acre property that was currently un-zoned and the request was to be zoned I-1, Light Industrial for the purpose of developing an industrial site in the future. He stated the property was inside the Employment District's future land use zone. The future land use zone notes that the Employment District is a joint land use area between Mebane, Graham, and Alamance County. The desired pattern for this area is to accommodate a range of employers and provide office space, industrial space, commercial space, institutional space, and residential housing. He stated this request was accompanied by an annexation that would be heard later in the meeting. He stated the Planning Board did recommend denial and staff recommended approval.

Motion by Mayor Pro Tem Hall to open the public the hearing, seconded by Council Member Whitaker. The motion passed unanimously.

Mr. Buddy Seymour, Windsor Commercial, 1007 Battleground Avenue, Greensboro, representing the owners of the property, Scott Mayor Properties, stated this property had been in the family for generations. He stated he was serving as a partner with the developer on some other property adjacent to this located off Governor Scott Farm Road and Senator Ralph Scott Parkway, which is the home of Amazon. He stated he had recently completed another spec building on the back piece of that property at the corner of Governor Scott Farm Road and Kimrey Road. Mr. Seymour stated the intention with this property was to seek entitlement. He stated the goal was to get the property zoned. He stated he had been working with City Staff for seven or eight years and believed this was an excellent opportunity to create an industrial site for a modern Class A, industrial facility. He stated they were primarily a spec developer in the industrial world, meaning they do not have tenants when projects start which was the case on Alamance Ridge I, where Amazon ended up. Mr. Seymour stated this request was for I-1 and was not conditional which was

intentional because they did not know what the site plan would look like. He stated they voluntarily held a neighborhood meeting prior to the Planning Board meeting and both the adjacent families attended the meeting. He stated after conversations, they had made agreements to develop the property in a manner that addressed concerns. He stated they had taken steps to do more than the development ordinance required in order to address the neighbors' concerns.

Mayor Talley discussed the landscaping and that she would like to see more landscaping with larger trees. She asked if Mr. Seymour could share his ideas for the spec building.

Mr. Seymour stated they had looked at the site and concept sketches only to get a sense that this would be a viable site for a variety of uses.

Council Member Whitaker asked why the Planning Board voted 6-0 to deny.

Mr. Seymour stated he was at the Planning Board meeting and it tied 3 to 3, twice.

Council Member Whitaker asked Assistant City Manager Holland what the Planning Board's reservations and concerns were.

Assistant City Manager Holland stated Chairman Dean Ward could probably speak to that better than he could. He stated there were concerns presented by the neighbors as Buddy stated. He stated since then, they had met with several neighbors but were not sure if any were speaking in opposition or not.

Chairman Dean Ward nodded that was correct.

Mayor Talley stated that her impression was the board did not know what was going there and did not think they were necessarily against a project going there but it made people feel more comfortable if a developer actually presented to the City what was going to be there.

Council Member Whitaker stated she knew it was not required unless it is conditional zoning but it was helpful to know what was going to be there.

Mr. Seymour stated it was a challenging business for that reason but he had been doing it for a long time.

Mayor Talley asked if had he thought of doing a conditional use zoning application to bring before the Council to get approved based on what his spec design would be. She stated approving something even if you have to go back and change it and you do not have to back through TRC. She asked Assistant City Manager Holland what percentage could you change in TRC and not have to come back to Council.

Assistant City Manager Holland stated it would depend on the actual change. He stated if it were related to the reorientation of the building or increased parking, you would need to know what level of changes we are talking about changing because it is very minute, and a planner can deviate from what was approved by City Council. He stated in Buddy's case, by him not knowing who was coming there, it would be impossible to know how to illustrate the building or what the orientation would be like. He stated to go through the engineering review before it comes back to Council, any change made you would have to go through the process all over again.

Mr. Seymour stated it was amazing how big companies were looking at doing big projects in very short time frames and they would be excluded from so many opportunities if they knew the process would be

like that. He stated that he was intentional about coming without conditions because they are not in a position to know what they are.

Mayor Talley asked if he said he was going to build a spec building if he got the zoning.

Mr. Seymour responded if the other building got leased, they would consider a spec building at that time. He stated the property, once it was entitled, would be marketed, and suspected it would be one of the few sites of this size to satisfy many of the projects that are coming and looking. He stated they would meet the development ordinance standards and would go beyond those. He stated the agreement with the neighbors was to do more than what the development ordinance would call for.

Mayor Talley asked which was what?

Mr. Seymour stated they would build a wood privacy fence along the property line that would be eight feet tall, which was more than what the development ordinance required. He stated they would maintain the buffers along that side to the best of their ability. He stated again, they did not know the configuration and agreed there would be no trailer storage designated against that property line.

Mayor Talley stated that for conditional use, those were designations that everything that been said the Council could put in the requirements for the use of the property and if it was your intent, it would make it easy. She stated when you get straight zoning, the Council could not make you put in the fence or make you have a buffer, but rather, the Council would have to take him at his word.

Mr. Seymour stated he understood and that was what character was all about and that is the way they do business.

Mayor Talley stated she agreed. She asked if there were any other conditions he agreed to.

Mr. Seymour stated they agreed to direct all lighting to a design that there was no light pollution that would affect them negatively. He stated they were intentional about not doing conditional because they are challenging to meet.

Tom Boney, Alamance News, stated Mr. Seymour was being modest in describing the project on this property. He stated that they had in fact submitted a preliminary plan to the City of Graham for a warehouse, spec building, of 788,550 square feet. He stated the Department of Commerce had begun a marketing program to find a tenant of 788,550 square feet in that location. He stated it was not like they may do a little something there, it would be the third largest industrial building in Alamance County or would be if built to the standards that had been submitted. He stated that the area between Kimrey Road and 119 going to Jim Minor Road was in the very early stages a part of the proposed industrial park, the so-called Hawfields area not officially labeled the North Carolina Commerce Park. That triangle is no longer in the Industrial Park; therefore, this property would be entirely Graham's jurisdiction, taxes, and revenue with no sharing, unlike the three-way sharing in the Industrial Park.

Mayor Talley asked if a preliminary plan had been submitted.

Mr. Seymour stated they had not submitted a building to the City for any type of review or approval. He stated they had used plans to respond to economic development requests and that is what those concept plans are used for. He supposed through public information laws, perhaps they are being released but they have not been submitted for any type of review or approval.

Mr. Greg Massey, 3069 South NC 119 Hwy, Mebane, and adjacent property owner, stated they had met with the developer on multiple occasions and would have loved for it to stay as a tree farm but were not naive enough to think that it would stay that way. He stated they were told at the zoning meeting it was very clear-cut with I-1 zoning and would have to follow the current zoning rules. He stated by placing conditions on it as he had in the zoning meeting, the Planning Board's hands were tied and assumed it was the same for Council. He stated the conditions the developer would meet were satisfactory to the neighbors.

Mayor Talley asked what those conditions were for the record.

Mr. Massey stated it was an eight-foot-high wooden fence to run as far along the property as DOT would allow, no designated trailer storage on their side of the property, and exterior lighting in a way that keeps the lighting on the property as much as possible. He stated there would need to be some grading with a retention wall that would meet any requirements the City of Graham had as far as landscaping.

# **Public Hearing Closed:**

Motion by Mayor Pro Tem Hall to close the public hearing, seconded by Council Member Parsons. The motion passed unanimously.

Motion by Mayor Pro Tem Hall to approve the rezoning of 68.791 acres on Kimrey Road from un-zoned to light industrial and that it does further the Graham 2035 Comprehensive Plan and the City of Graham Development Ordinance and was consistent with the Employment District type, Policy 2.4.1 and would allow uses which are likely to attract employment opportunities with the City of Graham, Strategy 2.2.1, seconded by Council Member Chin. The motion passed unanimously.

# ITEM 5: ANNEXATION - 68.791 ACRES - OFF KIMREY ROAD - (AN2303)

City Council considered approval of an Annexation Ordinance to extend the corporate limits to the City of Graham for a tract of land totaling 68.791 acres located off Kimrey Road. (Continued from June 13, 2023, City Council meeting.)

Assistant City Manager Holland stated this was a request for Council's approval for an extension of the corporate limits to include the subject properties. The area being considered for annexation is located off of Kimrey Road and contains approximately 68.791 acres. Water and sewer are located near the property down Governor Scott Farm Road, and the applicants wished to extend the services to tie onto the City's infrastructure.

Public hearing was opened and no one spoke.

# **Public Hearing Closed**:

Motion by Mayor Pro Tem Hall to close the public hearing, seconded by Council Member Whitaker. The motion passed unanimously.

Motion by Council Member Whitaker to approve the annexation ordinance to extend the corporate limits to the City of Graham for a tract of land totaling 68.791 acres located off Kimrey Road, seconded by Mayor Pro Tem Hall. The motion passed unanimously.

# ITEM 6: ANNEXATION – 57.106 ACRES – OFF LITTLE CREEK DRIVE – (AN2305)

City Council considered approval of an Annexation Ordinance to extend the corporate limits to the City of Graham for a tract of land totaling 57.106 acres located off Little Creek Drive.

Assistant City Manager Holland stated the attached petition was a request for the Council's approval for an extension of the corporate limits to include the subject properties. The area being considered for annexation was located off of Little Creek Drive and contained approximately 57.106 – acres. Water and sewer are located near the property along Little Creek Drive, Hanson Lane, and Palmer Drive, and the applicants wished to tie onto the City's infrastructure. He stated staff recommended approval.

Mr. David Michaels, 1007 Battleground Avenue, Greensboro, stated this was a culmination of a zoning case that was heard in May 2021, for the Oakmont Subdivision and was now presenting this for annexation to move forward with water and sewer permits. He stated they had submitted and approved Phase 1 of this site for 42 lots and another site plan to be reviewed by TRC next Monday for the special use portion of a site that was originally 70 townhomes and was now at 69 townhomes.

Mayor Talley asked where was the access to this division.

Mr. Michaels stated it was Palmer and Little Creek and a stub street at Hanson Lane that was worked out with the staff to be a submittal for the townhomes and that road would not connect into this neighborhood.

Mayor Talley asked how to prevent what happened on Wildwood from happening on other streets once it gets started.

Assistant City Manager Holland stated he did not want to say anything that put a negative light on the infrastructure that was in place, but these are City roads that people have a right to use for purposes of conversing up and down. He stated it would be hard to say what would happen.

Mr. Michaels stated they would test Palmer before they started running a lot of traffic on it to understand what condition the road was in before beginning any development work on this site.

Mayor Talley stated at the last Council meeting Mr. Michaels indicated there would be some contribution to repair Wildwood.

Mr. Michaels stated an offer had been made to Mr. Robertson and staff about replacing the asphalt and there were lingering questions about why the road failed and would be having further conversations with management staff. He stated the failures occurred on Wildwood over a utility ditch exclusively and the majority of the route that the trucks were running on to move dirt from Valor Ridge over to Meadowview did not fail. He stated they had agreed to replace four inches of asphalt in the areas that have been marked and failed.

City Manager Garner stated there may have been a miscommunication between Mr. Michael and Mr. Robertson. Mr. Robertson was waiting for Mr. Michael to get back in touch with him and encouraged Mr. Michael to call Mr. Robertson.

Mayor Talley asked how large were the lots.

Mr. Michaels stated there were some townhome lots and this was the R-12 open space option. He stated that based on the approved site plan, the lots averaged 11,031 square feet.

Mr. Peter Murphy, 1933 Meadowview Drive, Graham, stated this was approved two years ago through a special use permit for townhomes. He stated there were multiple plans out there that were not being shown for Council to see but there were four phases being presented with only two phases completed. He stated the first phase was 38 houses and 32 of those houses were less than 12,000 square feet. He stated phase two had changed with one of the roads being removed and that was with a special use permit that was given at that time and that it needed to be looked at again. He stated phases three and four had not been defined but was asking to annex the entire lot when they had not finished phases three and four. He stated the trail that was being proposed was not part of it and there was no funding. He voiced concerns about all surrounding streets and if they would be damaged during the development.

Mr. Michaels stated the site plan was presented at the zoning hearing two years ago, reviewed by Council, and approved as part of the zoning package. He stated there was a plan on the table and staff continued to review plans as they are presented for the specific phases. He stated that he did not know how many lots were over 12,000 square feet but the project did meet all the criteria for the open space provision in the ordinance and as average lot size was 11,030 square feet.

Mayor Talley asked how many units were being proposed.

Mr. Michaels stated it was originally approved for 179 with 16 to 17 acres of accessible open space.

Mayor Talley asked if there would be an HOA and if they would be responsible for maintaining the open space.

Mr. Michaels stated there would be an HOA and the open space would be designated as a common area and would be under the control of the HOA. He stated the road failure that Mr. Murphy spoke about was due to Spectrum running a cable under the road creating a weak spot and as trucks drove over it the road failed.

Motion by Mayor Pro Tem hall to close the public hearing, seconded by Council Member Chin. The motion passed unanimously.

Mayor Talley asked Council Member Parsons what he thought about the annexation and he answered he was not a fan of having less than 12,000 square foot lots.

Mayor Talley stated she did not vote for this rezoning when it came up and if you are going to go in and develop in the middle of an existing neighborhood, you definitely needed to be adhering to the 2035 Comprehensive Plan of being harmonious with the existing neighborhood and trying to make sure the roads and access points are up to code or standards. She stated there had been a lot of pushback from neighbors on Wildwood Lane.

Council Member Whitaker stated the annexation had nothing to do with the size of the lots. She stated we should not hold an annexation over someone's head over something that had already been settled. She stated she did not like the fact that lots were under 12,000 square feet. She stated holding out the annexation would not stop the development from going in.

Mayor Talley stated in order to have septic and water, you would have to have larger lots.

Council Member Whitaker stated Mayor Talley was holding an annexation over someone's head.

Mayor Talley stated she was not holding an annexation over someone's head and to be consistent, she voted against the development to begin with and she would be inconsistent to vote for the annexation. She stated there was nothing there right now and did not see how she could go against all the reasons she did not vote for the project to begin with and then vote for it now. She stated she was trying to represent what the citizens wanted.

Council Member Chin stated that annexation is one matter and the development of the area being annexed was something that would go before the Planning Board when they decided what would be built there. He stated all we doing now is saying we are going to incorporate land into the City. He stated the rezoning was a done deal back in 2021. He stated by not annexing it, we only hurt ourselves with additional revenue from water and sewer.

After further discussions on flood plains and lot sizes, the following motion was made:

Motion by Mayor Talley to deny the annexation ordinance to extend the corporate limits to the City of Graham for a tract of land totaling 57.106 acres located off Little Creek Drive, seconded by Council Member Parsons, the motion failed by 2-3 (Mayor Pro Tem Hall, Council Members Whitaker and Chin voted no)

Motion by Mayor Pro Tem Hall to approve the annexation ordinance to extend the corporate limits to the City of Graham for a tract of land totaling 57.106 acres located off Little Creek Drive, seconded by Council Member Chin, the motion passed 3-2. (Mayor Talley and Council Member Parsons voted no)

# **NEW BUSINESS:**

# **ITEM 7: BOARDS AND COMMISSION APPOINTMENTS**

City Council considered the following appointments to the City's Boards and Commissions:

**ABC Board – Graham Appointee** Robert Sykes – Reappointed for a term ending 2026

Appearance Commission/Tree Board: Judy Hall – Reappointed for a term ending 2026 Cheryl Ray – Reappointed for a term ending 2026

**Graham Historical Museum Board** Chuck Talley – Reappointed for a term ending 2026 James Mullen – Appointed for a term ending 2026

**Graham Housing Authority** Robert Sykes Reappointed (by clerical error) (*Council will make the corrected appointment at the August 8, 2023, meeting*)

### **Historic Resources Commission**

Terry Correira – Appointed for a term ending 2025 Jim Young – Appointed for a term ending 2026

### **Planning Board/Board of Adjustment**

John Wooten – Reappointed for a term ending 2026 James Stockert – Appointed for a term ending 2026 Charles Huffine (Extra-Territorial) – Recommendation to Alamance County – term ending 2026

### **Recreation Commission**

Casey Johnson – Reappointed for a term ending 2026 Brian Cutlip – Reappointed for a term ending 2026 Carmen Larimore – Reappointed for a term ending 2026

Council Member Chin asked to make a motion to decrease the Historic Resource Commission Board from seven members to five members.

City Attorney Ward stated that in order to reduce the size of a board, a public hearing would be required.

Tom Boney, Alamance News stated that the slate included two spouses of City Council Members.

Mayor Talley stated the Museum board only handles the museum, they receive no money, and no financial input. She stated she was happy to abstain but did not see a conflict.

City Attorney Ward suggested the Council Members abstain from appointing spouses.

# Motion:

Mayor Talley motioned to appoint the following:

- ABC Board Robert Sykes
- Graham Housing Authority Robert Sykes
- Historical Resource Commission Terry Correira and Jim Young
- Planning Board/Board of Adjustment John Wooten, James Stockert, Charles Huffines
- Recreation Commission Casey Johnson, Brian Cutlip, and Carmen Larimore

Seconded by Council Member Chin. The motion passed unanimously.

Motion by Mayor Talley to recuse Mayor Pro Tem Hall from voting on the Appearance/Tree Board, seconded by Council Member Whitaker. The motion passed.

Mayor Talley motioned to appoint the following:

• Appearance Commission/Tree Board – Judy Hall and Cheryl Ray

Seconded by Council Member Chin. The motion passed. (Mayor Pro Tem Hall abstained)

Mayor Talley asked to be recused from voting on the Historical Museum appointment.

Motion by Mayor Pro Tem Hall to appoint the following:

• Graham Historical Museum Board - Chuck Talley and James Mullen

Seconded by Council Member Chin. The motion passed 3-1. (Council Member Parsons voted no) (Mayor Talley abstained)

# **PUBLIC COMMENTS:**

There were no public comments.

# **CITY STAFF COMMENTS**

There were no City Staff comments.

# **ADJOURN**

Mayor Pro Tem Hall motioned to adjourn, seconded by Council Member Chin. The motion passed unanimously. The meeting was adjourned at 10:18 pm.

<u>Renee M. Ward, CMC</u> City Clerk

> July 11, 2023 City Council Meeting



SUBJECT:

#### STREET CLOSURE FOR VETERANS DAY FESTIVAL

PREPARED BY:

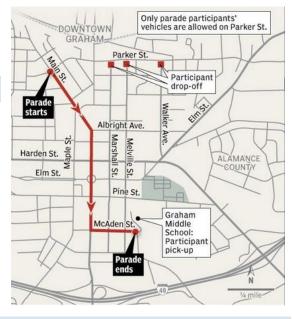
#### AARON HOLLAND, ASSISTANT CITY MANAGER

#### **REQUESTED ACTION:**

Approve the Veterans Day Parade request and closure of McAden Street submitted by the Alamance County Veteran Services for November 11, 2023.

#### BACKGROUND/SUMMARY:

The Alamance County Veterans Services requests the approval of the Veterans Day Parade as described in the attached application and the following parade route. The route would include the procession beginning at Parker Street and North Main Street, preceding down North Main Street to South Main Street, and ending on McAden Street at Graham Middle School's back parking lot. The requested closure of these streets would be from 9am to 12:30 pm and would need to be approved by NCDOT as these are State roads excluding McAden Street which is a City street.



#### FISCAL IMPACT:

There is no fiscal impact to the City of Graham in order to close the street.

#### STAFF RECOMMENDATION:

Approval. The various City departments that may be involved have reviewed the request and have provided the organizer with pertinent information that will need to be satisfied.

#### SUGGESTED MOTION(S):

I move we approve the request from the Alamance County Veterans Services for the Veterans Day Parade on November 11, 2023, which includes the closure of McAden Street pending approval from NCDOT for the closure of the State roads.



#### CITY OF GRAHAM SPECIAL EVENT APPLICATION

Thank you for considering Graham to host your Special Event, we're glad you see our City as a great place to hang out!

All requests for parade and street events under the City of Graham's ordinance Chapter 20, Article V, Section 171 - 174 and 183 - 185 will be reviewed by the Graham Special Events Committee (SEC). Any Street closures or use of public spaces will need City Council approval.

SEC\* - Public Works Director, Fire Chief, Police Captain, Recreation Director, and Assistant City Manager

Next Steps\*\* - Depending on the location of the event and the request(s), applicants may be required to provide event insurance which names the City as an additional insured, schedule public safety through Extra Duty Solutions, provide an event map, give detail for sanitation purposes, and other similar logistical information.

Applicants are encouraged to reach out to the Assistant City Manager prior to completing this form if they have any questions pertaining to the City's requirements, event locations, event logistics, etc.

City of Graham Aaron Holland, Assistant City Manager 201 South Main Street Graham, NC 27253 336.570.6700 <u>aholland@cityofgraham.com</u>

CITY OF
GRAHAM
NORTH CAROLINA
1. Your email: bperry23Ctriadirr.com/johnemaclorefuneral
2. Event name (if applicable): Alamance County Vetern's Parace Service.com
3. Reason for the event (be specific): Veterph's Day
4. Event date(s): Noverser 11, 2023 - Linep. Start- Entr
<ol> <li>Provide your event's setup, start, end, and cleanup times. (Ex: Name of Event 6:30 a.m 8 a.m. setup   8 a.m. event start   2 p.m. event ends   2 p.m 4 p.m. cleanup):</li> </ol>
Lineup- 9:00 An Start 10:00 AM E2- 11:30 AM
6. Event category Clean p Dy 12; su pro
Please check all that apply appropriate category for your event.
Concert/Performance
Exhibit
Farmer's Market
Festival/Fair
Parade/Procession
Run/Walk
Food Truck Rodeo
Other:

7. Where are you requesting for your event to occur?

Be specific identifying street names or City facilities being requested for use?

Downtown	Grehen -	PARAde	route same	As	christmas	PARMe
				100 C - 100 C		

8. Does your event include the request to close streets?

Yes \_\_\_\_ No \_\_\_\_

9. Identify the street(s) you are requesting to have closed for your event.

Parker, N+S MAIN, MSAZER to GMS BACK Lot

10. Identify your street closure time(s) and will you anticipate when they will return to normal traffic flow.

close Q:00 Am open by 11:30 Am



11. What is your anticipated event attendance total? 3,000+

12. Does your event include musical entertainment?

✓ Yes No

13. Where will your musical entertainment be located?

In PARAde Itself

14. Will sound amplification be used? Ves \_\_ No Drums, horns, ect. (BArds)

If yes, provide the start time and end time.

10:00 Am - 11:30 Am

15. Will inflatables or similar devices be used at your event? \_\_\_\_ Yes \_\_\_\_ No

If yes, please describe. \*Please note, Insurance requirements must be met in order to offer this activity.

16. Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

\_\_\_\_Yes \_X\_No

If yes, please describe. \*\*\*Note: These requests will be subject to the approval of the City of Graham Police & Fire Departments in conjunction with State Laws governing this type of activity.

17. Will alcohol be served, sold or consumed at your event?

\_\_\_Yes \_\_X\_No

If you answered yes to the question above, please check all that apply to your event.

Alcohol will be available free of charge

Alcohol will be by purchase only

\_\_\_\_ Alcohol being served and or sold at my event includes

\_\_\_\_ Beer only

\_\_\_\_ Wine only

Beer & Wine



18. Describe your security plan to ensure the safe sale and or distribution of alcohol at your event.

This be	ins A	NHOUGH	Supporte	2 Event,	P IN	police	Dept
	0	J	• •	,	•	ļ	
Donnte	office	rs + time	, to show	support	to	(ounty	Veterms

19. Does your event include food concession and/or food preparation areas?

Yes <u>No X</u>

If yes, please select the method of cooking that pertains to your event.

\_\_\_\_ Gas

\_\_\_\_ Electric

\_\_\_\_ Charcoal

\_\_\_\_Other: \_\_\_\_\_\_

20. Do you plan to provide portable toilets at your event?

Yes 🖌 🛛 No\_\_\_\_

If yes, list the total number of portable toilets:  $\partial \cdot 3$ 

21. Portable toilet company name: Lloyds

If no, please explain \_\_\_\_\_

22. Explain your plan for cleanup and removal of trash, waste, and garbage during & after your event.

# Parade Event Staff, other volunteers + police helpig

Does your event require additional trash receptacles?

Yes X No\_\_\_\_

If yes, what is the requested number of additional trash receptacles? 5-8

23. Will there be any tents, canopies or temporary structures at your event?

Yes\_\_\_\_\_ No \_\_\_\_\_



24. Applicant name and affiliated agency if applicable

Brench Percy - Parate chair / John Harringta - Parate rad. 25. Applicant's Address Alamanece Co. Vet Services Brench - SO Veleria ct. Burlight. Nc. John: 1030 South Main-Grahe 26. Applicant's phone number 27215 336-380-1131 (Brench ) 336-22-2711 (John) 27. Applicant's email address Decch 23. Ariaz icc. com / john C mech ure funeral service. com 28. Provide the event's point of contact if different from the applicant. (First & Last name, Phone number, & Email Address) Brench Percy (Event Chair) 336-380-1131 29. How many years has this event taken place?

Burnas S. adams

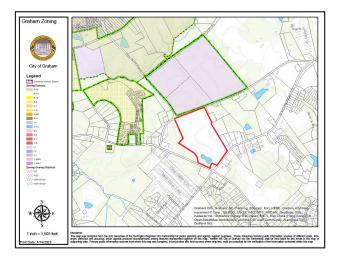
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SUBJECT:	RESCINDING ANNEXATION ORDINANCE(AN2303)
PREPARED BY:	CAMERON WEST, PLANNER

#### **REQUESTED ACTION:**

Approve rescinding the adoption of the Annexation Ordinance to extend the corporate limits of the City of Graham, North Carolina for an area off Kimrey Road (AN2303) approved on July 11th, 2023.



#### BACKGROUND/SUMMARY:

The attached petition is a request for the Council's approval to rescind the Annexation Ordinance(AN2303) approved on July 11th due to the incorrect property information being included on the approved annexation ordinance, including the legal description and plat presented. The developer included a small portion of .995 acres that was not intended on being developed or zoned. The developer has since included an updated request to incorporate the accurate lot area in an updated legal description and plat.

#### FISCAL IMPACT:

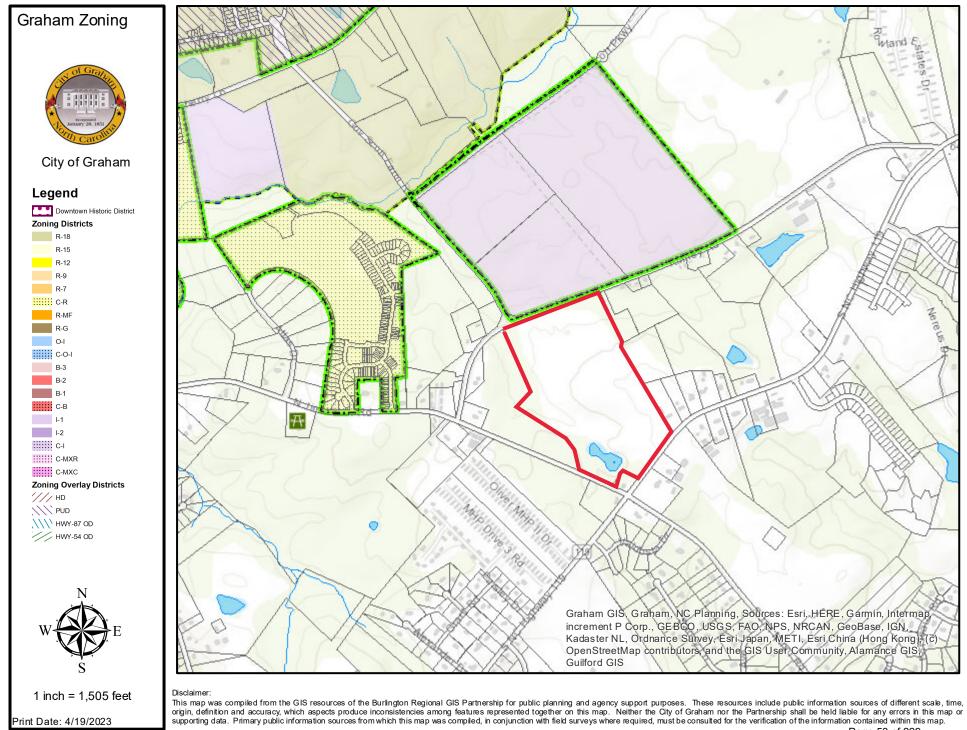
N/A. The developers are submitting updated information to remove the small portion of land that was included on the previous Annexation request.

#### **STAFF RECOMMENDATION:**

Approval.

#### SUGGESTED MOTION(S):

1. I move to rescind the adoption of the Annexation Ordinance to extend the corporate limits of the City of Graham, North Carolina for an area off Kimrey Road (AN2303) approved on July 11th, 2023.



Page 53 of 229

# ORDINANCE RESCINDING ANNEXATION ORDINANCE TO EXTEND THE CORPORATE LIMITS OF CITY OF GRAHAM, NORTH CAROLINA FOR AN AREA OFF OF KIMREY ROAD (AN2303)

**WHEREAS**, Shugart Enterprises, LLC pursuant to G.S. 160A-31 petitioned the City of Graham to annex certain property off Kimrey Road (AN2303); and

**WHEREAS**, a public hearing on the question of this annexation was held at City Hall, 201 South Main Street, Graham at 6:00 P.M. on July 11<sup>th</sup>, 2023, after due notice by publication on June 1<sup>st</sup>, 2023; and

**WHEREAS**, the City Council upon conclusion of the public hearing adopted an Ordinance annexing 68.791 acres as more particularly set forth in the Annexation Ordinance (AN2303) and recorded in the Alamance County Register of Deeds on July 17, 2023, in Book 4491, Start Page 129 and End Page 130 which is incorporated herein by reference; and

**WHEREAS**, it was subsequently discovered that the property described in said Annexation Ordinance (AN2303) incorporated land that was not zoned into the city of Graham and that was not a part of the original application; and

**WHEREAS**, it appears that the petitioner, Windsor Commercial, had no intention of annexing the added portion as it was a mistake shown when the plat and legal description was created; and

**WHEREAS**, the City Council determined that the additional portion of land included in the legal description and plat caused the annexation application to be invalid and not presented properly before the City Council, the action by the City Council on July 11<sup>th</sup>, 2023 would not be valid as to the annexation of said property described in (AN2302); and

**WHEREAS**, the City Council, therefore, determined that said Ordinance (AN2303) adopted on July 11, 2023, should be rescinded; and

**WHEREAS**, the City Council at a meeting of this body upon notice duly convened on August 8<sup>th</sup>, 2023 in accordance with the Open Meetings Law (G.S. Section 143-318.12) to consider this matter of the rescission of said Annexation Ordinance (AN2303).

**NOW THEREFORE**, the City Council does hereby RESCIND AND REPEAL the action of July 11, 2023 adopting Annexation Ordinance (AN2303); and said action adopting said Ordinance is otherwise of no effect.

The Mayor of the City of Graham shall direct city staff to take all actions required to give full force and effect to this action and shall cause to be recorded in the office of the Register of Deeds of Alamance County, this ORDINANCE RESCINDING ANNEXATION ORDINANCE TO EXTEND THE CORPORATE LIMITS OF CITY OF GRAHAM, NORTH CAROLINA FOR AN AREA OFF OF KIMREY ROAD (AN2303).

Adopted this, the 8<sup>th</sup> day of August 2023.

Jennifer Talley, Mayor, City of Graham

ATTEST:

APPROVED AS TO FORM:

Renee M. Ward, City Clerk

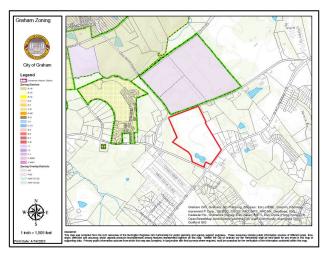
J. Bryan Coleman, City Attorney



SUBJECT:	ANNEXATION OF 67.441 +/- ACRES OFF KIMREY ROAD
PREPARED BY:	CAMERON WEST, PLANNER

#### **REQUESTED ACTION:**

Approve the resolution directing the City clerk to investigate a petition received under G.S. 160A-31 for potential contiguous annexation of GPIN 9803172212. Approve the resolution fixing a date of September 12, 2023, for a public hearing on the question of contiguous annexation pursuant to G.S. 160A-31 for a tract of land totaling 67.441-acres off Kimrey Road.



#### BACKGROUND/SUMMARY:

The 67.441-acre area being considered for annexation is contiguous. The Developer is planning to connect to public water and sewer to this site for an industrial development.

Approval of this resolution does not finalize the annexation as Council is required to advertise and conduct a public hearing, followed by a vote on an annexation ordinance. Following a public hearing, approval of an Annexation Ordinance is the final step for Council in the

#### FISCAL IMPACT:

New industrial development generally creates positive tax revenue for the City, and because the public services are being connected at this site, the cost to the City is minimal.

#### **STAFF RECOMMENDATION:**

Approval.

#### SUGGESTED MOTION(S):

- 1. I move we approve the resolution directing the City clerk to investigate a petition received under G.S. 160A-31 for potential contiguous annexation of GPIN 9803172212.
- 2. I move we approve the resolution fixing date of September 12, 2023, for a public hearing on the question of annexation pursuant to G.S. 160A-31 for 67.441 (+/-) acres.

# RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 60A-31 (GPIN: 9803172212) (AN2303)

**WHEREAS**, a petition requesting annexation of an area described in said petition was received on August 8<sup>th</sup>, 2023, by the Graham City Council; and

**WHEREAS,** G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

**WHEREAS**, the City Council of the City of Graham deems it advisable to proceed in response to this request for annexation.

**NOW, THEREFORE BE IT RESOLVED,** by the City Council of the City of Graham: That the City Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the City Council the result of her investigation.

Jennifer Talley, Mayor

ATTEST:

Renee M. Ward, City Clerk

# RESOLUTION FIXING DATE OF SEPTEMBER 12, 2023, FOR A PUBLIC HEARING ON THE QUESTION OF CONTIGUOUS ANNEXATION PURSUANT TO G.S. 160A-31 FOR 67.441 +/- ACRES OFF KIMREY ROAD (AN2303)

WHEREAS, a petition requesting annexation of the contiguous 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 Graham, North Carolina that:

**Section 1.** A <u>public hearing</u> on the question of the annexation of the area described herein will be held at the City Hall, 201 S. Main Street, Graham, NC, at 6:00 pm on <u>September 12, 2023</u>.

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

#### Legal Description GPIN#: 9803172212

Beginning at a 1" existing iron pipe (eip) located within the right-of-way of Kimery Road, S.R. #2125 (a 60' public right-of-way per Plat Book 65, Page 177 and subsequent plats), being in a westerly line of the "249.01 Acres" plot as shown on "Final Plat Property of William C. Scott and Jane M. Scott" as recorded in Plat Book 65, Page 177, said beginning point lying N 26°37'55" E, a horizontal ground distance of 1,279.42' from a North Carolina Geodetic Survey Monument "Kimrey" and beginning point having North American Datum 83(2011) coordinates of N: 836,469.14' and East : 1,900,430.64'; Thence running within the public right-of-way the following two (2) courses and distances: (1) N 63°41'50" E, 42.81' to a non-monumented point, and (2) N 25°46'34" W, 15.73' to an existing magnetic (mag) nail located in the approximate centerline intersection of Kimery Road and Governor Scott Farm Road, S.R. #2124 (a 60' public right-of-way per Plat Book 65, Page 177 and subsequent plats); thence running within the public right-of-way of said Kimery Road and with the approximate centerline of Kimery Road as shown on "Subdivision for Scott/Mayo Properties II, LLC" and recorded in Plat Book 82, Page 99, the following six (6) courses and distances: (1) N 67°26'34" E, 94.24' to an existing "hole" in asphalt, (2) N 70°25'31" E, 200.03' to an existing mag nail, (3) N 70°24'50" E, 300.09' to an existing cut "x" in asphalt, (4) N 70°24'13" E, 299.93' to an existing mag nail, (5) N 70°40'53" E, 300.01' to an existing mag nail, and (6) N 70°26'15" E, 19.59' to a non-monumented point being the westerly most corner of Lot 1 of "Final Plat James Earl Covington, Jr. and Wife Mary Shaw Covington" as recorded in Plat Book 75, Page 345, thence leaving Kimery Road and running with the westerly line of said Lot 1, S 23°36'55" E, crossing a 1" eip at 30.14' located at the southerly margin of the right-of-way of Kimery Road, and continuing 709.12' for a total distance of 739.26' to a 3/4" eip falling in the northern line of Tract Two of "Final Plat Mary Shaw Covington" as recorded in Plat Book 80, Page 174, thence running with northern and western lines of Tract Two, S 60°46'05" E, 39.98' to a 3/4" eip and S 30°38'54" E, 570.58' to a 3/4" pinched top eip at the northwestern corner of Tract One of Plat Book 80, Page 174; thence running with the western line of Tract One, S 30°41'55" E, crossing an existing stone (at a loose concrete monument) at 733.32' and continuing 20.97' for a total distance of 754.29' to a non-monumented point located within the right-of-way of North Carolina Highway # 119 (a 60' public right-of-way Per Plat Book 65, Page 117); thence running with the approximate center of North Carolina Highway # 119, S 36°52'40" W, 710.07' to a nonmonumented point located near the centerline of North Carolina Highway # 119, and falling in the extension of the northerly boundary line of now or formerly Tax Parcel Id: 159501 an additional

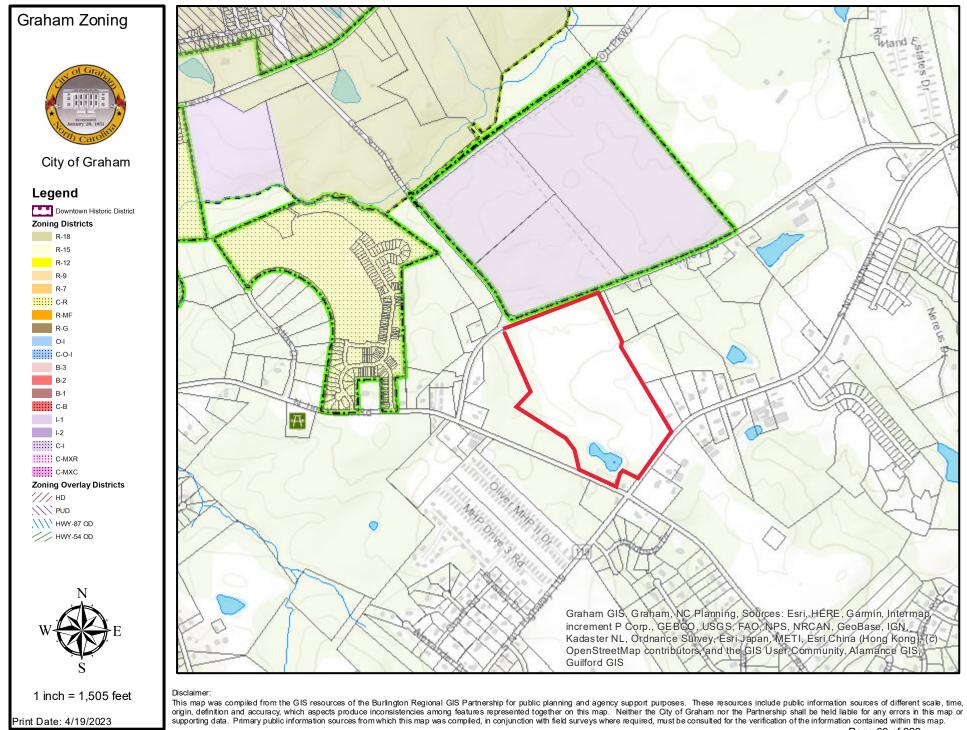
Scott/Mayo Properties III, LLC, as recorded in Deed Book 3953, Page 21, thence running along the extension line and falling in the northerly boundary line, and continuing with the westerly boundary line of Tax Parcel Id, 159501, the following two (2) courses and distances: (1) N 58°09'52" W, crossing a 3/4" eip at 33.94' and continuing 208.72' for a total distance of 242.66' to a 3/4" eip, and (2) S 37°28'32" W, crossing a 1" eip at 208.76' and continuing 51.96' for a total distance of 260.72' to a non-monumented point located near the centerline of Jim Minor Road, S.R. #2135 (a 60' public right-of-way per Plat Book 65, Page 177); thence running with the approximate center line of Jim Minor Road the following two (2) courses and distances: (1) N 66°31'51" W, 157.55' to a nonmonumented point and (2) N 66°59'51" W, 281.90' to a non-monumented point; thence leaving the right-of-way of Jim Minor Road and running with the easterly lines of now or formerly Tax Parcel Id: 159467, the Anderson H, Scott, II property as recorded in Deed Book 1369, Page 292: (1) N 06°55'30" W, crossing a 1" eip (pinched top) at 34.70' (being on the northern margin of the right-of way) and continuing 246.80' for a total distance of 281.50' to a 1" eip (pinched top), (2) N 36°48'58" W, 178.20' to a 1" eip (pinched top), (3) N 55°38'03" W, 250.25' to a 1" eip (bent), (4) N 60°44'51" W, 461.70' to a 1" eip (pinched top), 5) N 19°25'52" E, 373.80 to a 1" eip (pinched top) and (6) N 21°48'54" W, 781.52' to the point and place of beginning, containing a total of 67.441 acres more or less, as surveyed by Triad Land Surveying, P.C., on October 5th, 2017, and having job #17136-4.

Being the major portion of the same land conveyed to Scott/Mayo Properties III, LLC by instrument recorded in Deed Book 3866, Page 553.

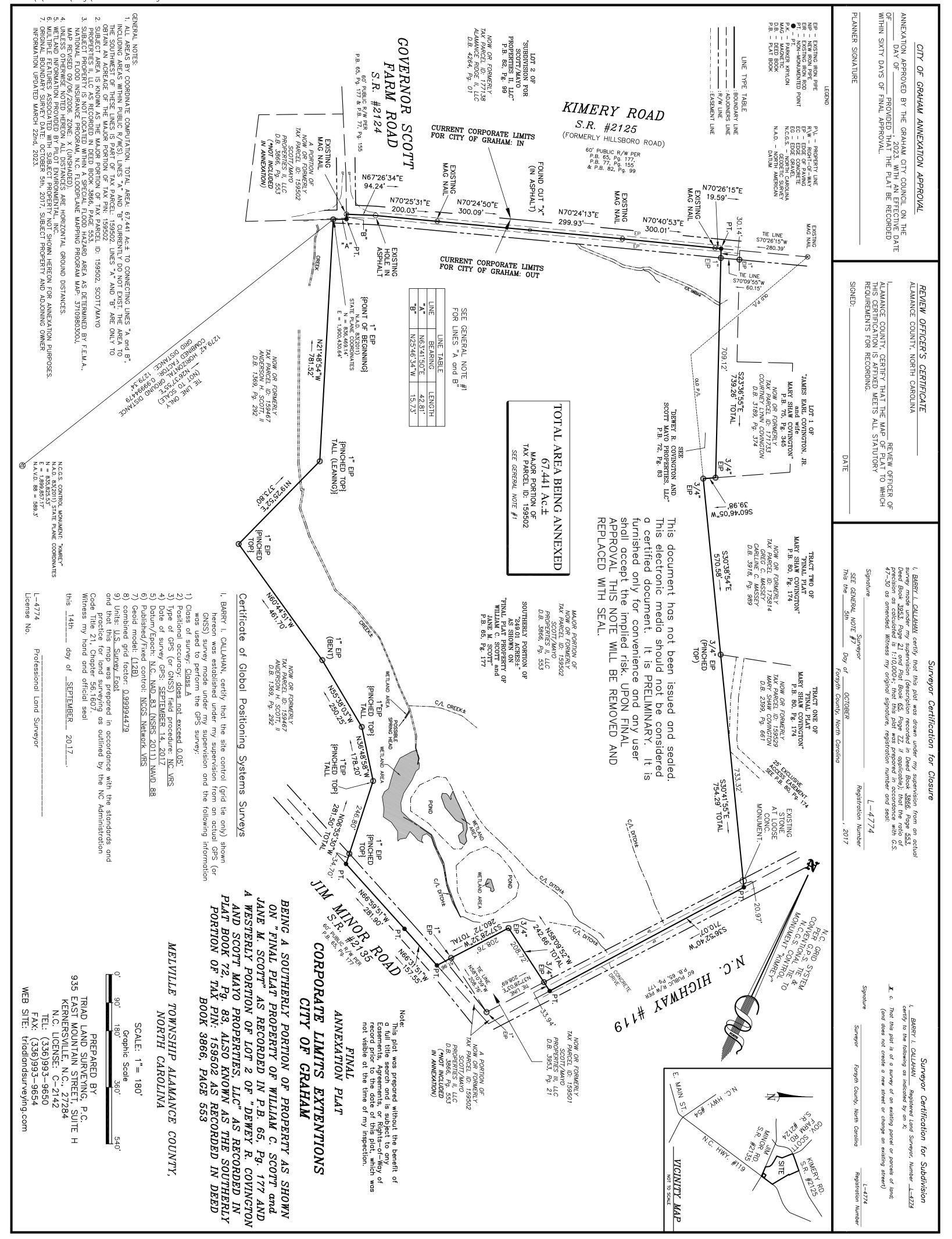
ALL Deed Book, Plat Book, and Page references are to the Alamance County Registry.

Jennifer Talley, Mayor

Renee M. Ward, City Clerk



Page 60 of 229



Z: \I\17136\dwg\ANNEX PLAT.dwg

### LEGAL DESCRIPTION

Situated in State of North Carolina, Alamance County, Melville Township and more particularly described as follows:

Beginning at a 1" existing iron pipe (eip) located within the right-of-way of Kimery Road, S.R. #2125 (a 60' public right-of-way per Plat Book 65, Page 177 and subsequent plats), being in a westerly line of the "249.01 Acres" plot as shown on "Final Plat Property of William C. Scott and Jane M. Scott" as recorded in Plat Book 65, Page 177, said beginning point lying N 26°37'55" E, a horizontal ground distance of 1,279.42' from a North Carolina Geodetic Survey Monument "Kimrey" and beginning point having North American Datum 83(2011) coordinates of N: 836,469.14' and East : 1,900,430.64'; Thence running within the public right-of-way the following two (2) courses and distances: (1) N 63°41'50" E, 42.81' to a non-monumented point, and (2) N 25°46'34" W, 15.73' to an existing magnetic (mag) nail located in the approximate centerline intersection of Kimery Road and Governor Scott Farm Road, S.R. #2124 (a 60' public right-of-way per Plat Book 65, Page 177 and subsequent plats); thence running within the public right-of-way of said Kimery Road and with the approximate centerline of Kimery Road as shown on "Subdivision for Scott/Mayo Properties II, LLC" and recorded in Plat Book 82, Page 99, the following six (6) courses and distances: (1) N 67°26'34" E, 94.24' to an existing "hole" in asphalt, (2) N 70°25'31" E, 200.03' to an existing mag nail, (3) N 70°24'50" E, 300.09' to an existing cut "x" in asphalt, (4) N 70°24'13" E, 299.93' to an existing mag nail, (5) N 70°40'53" E, 300.01' to an existing mag nail, and (6) N 70°26'15" E, 19.59' to a non-monumented point being the westerly most corner of Lot 1 of "Final Plat James Earl Covington, Jr. and Wife Mary Shaw Covington" as recorded in Plat Book 75, Page 345, thence leaving Kimery Road and running with the westerly line of said Lot 1, S 23°36′55″ E, crossing a 1″ eip at 30.14′ located at the southerly margin of the right-of-way of Kimery Road, and continuing 709.12' for a total distance of 739.26' to a 3/4" eip falling in the northern line of Tract Two of "Final Plat Mary Shaw Covington" as recorded in Plat Book 80, Page 174, thence running with northern and western lines of Tract Two, S 60°46'05" E, 39.98' to a 3/4" eip and S 30°38'54" E, 570.58' to a 3/4" pinched top eip at the northwestern corner of Tract One of Plat Book 80, Page 174; thence running with the western line of Tract One, S 30°41'55" E, crossing an existing stone (at a loose concrete monument) at 733.32' and continuing 20.97' for a total distance of 754.29' to a nonmonumented point located within the right-of-way of North Carolina Highway # 119 (a 60' public right-of-way Per Plat Book 65, Page 117); thence running with the approximate center of North Carolina Highway # 119, S 36°52'40" W, 710.07' to a non-monumented point located near the centerline of North Carolina Highway # 119, and falling in the extension of the northerly boundary line of now or formerly Tax Parcel Id: 159501 an additional Scott/Mayo Properties III, LLC, as recorded in Deed Book 3953, Page 21, thence running along the extension line and falling in the northerly boundary line, and continuing with the westerly

boundary line of Tax Parcel Id, 159501, the following two (2) courses and distances: (1) N 58°09'52" W, crossing a 3/4" eip at 33.94' and continuing 208.72' for a total distance of 242.66' to a 3/4" eip, and (2) S 37°28'32" W, crossing a 1" eip at 208.76' and continuing 51.96' for a total distance of 260.72' to a non-monumented point located near the centerline of Jim Minor Road, S.R. #2135 (a 60' public right-of-way per Plat Book 65, Page 177); thence running with the approximate center line of Jim Minor Road the following two (2) courses and distances: (1) N 66°31'51" W, 157.55' to a non-monumented point and (2) N 66°59'51" W, 281.90' to a nonmonumented point; thence leaving the right-of-way of Jim Minor Road and running with the easterly lines of now or formerly Tax Parcel Id: 159467, the Anderson H, Scott, II property as recorded in Deed Book 1369, Page 292: (1) N 06°55'30" W, crossing a 1" eip (pinched top) at 34.70' (being on the northern margin of the right-of way) and continuing 246.80' for a total distance of 281.50' to a 1" eip (pinched top), (2) N 36°48'58" W, 178.20' to a 1" eip (pinched top), (3) N 55°38'03" W, 250.25' to a 1" eip (bent), (4) N 60°44'51" W, 461.70' to a 1" eip (pinched top), 5) N 19°25'52" E, 373.80 to a 1" eip (pinched top) and (6) N 21°48'54" W, 781.52' to the point and place of beginning, containing a total of 67.441 acres more or less, as surveyed by Triad Land Surveying, P.C., on October 5<sup>th</sup>, 2017, and having job #17136-4.

Being the major portion of the same land conveyed to Scott/Mayo Properties III, LLC by instrument recorded in Deed Book 3866, Page 553.

ALL Deed Book, Plat Book and Page references are to the Alamance County Registry.

# STAFF REPORT

SUBJECT:	ON-CALL ENGINEERING SERVICES
PREPARED BY:	AARON HOLLAND, ASSISTANT CITY MANAGER

#### **REQUESTED ACTION:**

Authorize the City Manager and City Attorney to effectuate on-call engineering service agreements with 1) Alley, Williams, Carmen, & King, 2) WithersRavenel, and 3) Hazen and Sawyer pending final legal review.

#### **BACKGROUND/SUMMARY:**

The Graham City Council approved to move forward into this budget year with an enhanced professional on-call engineering services effort by soliciting RFQs from engineering firms for Public Works/Utilities projects. The purpose of this effort is to increase the capabilities and engineering presence for the numerous projects that the City anticipates forthcoming. The City received 3 responsive bids from the following firms: 1) Alley, Williams, Carmen, & King, 2) WithersRavenel, and 3) Hazen and Sawyer. City staff have worked closely with all 3 firms and have reviewed the sufficiency of their submitted qualifications.

#### FISCAL IMPACT:

The approved 2023-24 budget included funding for this arrangement.

#### STAFF RECOMMENDATION:

Approval.

#### SUGGESTED MOTION(S):

I move we authorize the City Manager and City Attorney to effectuate on-call service agreements with 1) Alley, Williams, Carmen, & King, 2) WithersRavenel, and 3) Hazen and Sawyer pending final legal review.

# AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

# **MAIN AGREEMENT**

# **TABLE OF CONTENTS**

Article 1-	- SERVICES OF ENGINEER	1
1.01	General	.1
1.02	Task Order Procedure	
1.03	Management of Engineering Services	.2
1.04	Sequencing and Coordination	.3
Article 2–	- OWNER'S RESPONSIBILITIES	3
2.01	Application of Owner's Responsibilities	.3
2.02	Project Information	.4
2.03	Owner's Instructions Regarding Bidding and Construction Contract Documents	5
2.04	Owner-Furnished Services	.6
2.05	Owner's General Responsibilities	
2.06	Payment	.8
Article 3–	- TERM AND TIMES FOR RENDERING SERVICES	8
3.01	Term	.8
3.02	Commencement	.8
3.03	Time for Completion	.8
Article 4–	– INVOICES AND PAYMENTS	9
4.01	Invoices	.9
4.02	Payments	.9
4.03	Basis of Compensation	.9
4.04	Explanation of Compensation Methods1	10
4.05	Reimbursable Expenses	11
4.06	Other Provisions Concerning Payment1	3

Article 5-	— OPINIONS OF COST	12				
5.01	Opinions of Probable Construction Cost	12				
5.02	Opinions of Total Project Costs	12				
Article 6-	— GENERAL CONSIDERATIONS	13				
6.01	Standards of Performance	13				
6.02	Ownership and Use of Documents	14				
6.03	Electronic Transmittals	16				
6.04	Insurance	16				
6.05	Suspension and Termination	18				
6.06	Successors, Assigns, and Beneficiaries	19				
6.07	Dispute Resolution	20				
6.08	Controlling Law; Venue	20				
6.09	Environmental Condition of Site	20				
6.10	Indemnification and Mutual Waiver	22				
6.11	Records Retention	23				
6.12	Miscellaneous Provisions	23				
Article 7-	– DEFINITIONS	23				
7.01	Defined Terms	23				
ORDER; S	Article 8— EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS					
8.01	Exhibits to Main Agreement					
8.02	Appendices to Main Agreement	29				
8.03	Resource Documents: Task Order Form and Exhibits to Task Order	29				
8.04	Executed Task Orders and Their Exhibits	29				
8.05	Total Agreement; Amendments to Main Agreement and Task Orders	29				
8.06	Designated Representatives	30				
8.07	Engineer's Certifications	30				
8.08	Conflict of Interest	30				

# AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

# **MAIN AGREEMENT**

This Main Agreement is a part of the Agreement between **City of Graham** (Owner) and **[Name of Engineer]** (Engineer). Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

#### ARTICLE 1—SERVICES OF ENGINEER

- 1.01 General
  - A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.
  - B. The Main Agreement is not a commitment by Owner to issue any Task Orders.
  - C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.
  - D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

#### 1.02 Task Order Procedure

- A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly-used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.
- B. Each specific Task Order will indicate:
  - 1. Project Background Data;
  - 2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
  - 3. Additions or Modifications to Owner's Responsibilities;
  - 4. Task Order Schedule;
  - 5. Engineer's Compensation for Task Order; and
  - 6. Primary Subconsultants, if any.

- C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.
- D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.
- E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.
- 1.03 Management of Engineering Services
  - A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
    - 1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
      - a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.
      - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
      - c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
    - 2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.
    - 3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
    - 4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.
    - 5. Prepare and submit **monthly** engineering services progress reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
    - 6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated:

All invoices shall include the City Purchase Order number for the specific Task Order. For work on Locally Administered Projects (LAP) or projects otherwise subject to state or federal funding requirements or, all invoices shall be submitted in the format of current, relevant North Carolina Department of Transportation (NCDOT) invoice form for local government agency (LGA) projects and include the LAP project number. Invoices shall include subconsultant/subcontractor payment and DBE reporting forms,

# as applicable. Progress reports shall follow the current LGA progress report template format and content guidance.

- 7. Conduct ongoing management tasks, including:
  - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
  - b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, task completion, schedule, budget, issues, potential problems and their resolution; and
  - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with NCDOT or City of Graham CAD standards as applicable, using the most current version of the applicable CAD software, unless otherwise designated in the Task Order.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be **City's standard specifications and NCDOT Standard Specifications, as applicable**, unless a different source document is expressly identified in the specific Task Order.
- 1.04 Sequencing and Coordination
  - A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.
  - B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:
    - 1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or
    - 2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

#### **ARTICLE 2—OWNER'S RESPONSIBILITIES**

- 2.01 Application of Owner's Responsibilities
  - A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

- 2.02 Project Information
  - A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner's:
    - 1. design objectives and constraints;
    - 2. space, capacity, and performance requirements;
    - 3. flexibility and expandability needs;
    - 4. design and construction standards;
    - 5. budgetary limitations; and
    - 6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
  - B. Following Engineer's assessment of initially-available information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services under the Task Order; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
    - 1. Property descriptions.
    - 2. Zoning, deed, and other land use restrictions.
    - 3. Surveys, Mapping, and Utility Documentation.
    - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
    - 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
    - 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
    - 7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.
  - C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- D. If a specific Task Order requires Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).
- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.
- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.
- 2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents
  - A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
    - Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;
    - 2. insurance and bonding requirements;
    - 3. protocols for electronic transmittals during bidding and construction;
    - 4. Owner's safety and security programs applicable to Contractor and other Constructors;
    - 5. diversity and other social responsibility requirements;
    - 6. bidding and contract requirements of funding, financing, or regulatory entities;
    - 7. other specific conditions applicable to the procurement of construction or contract documents;
    - 8. any other information necessary for Engineer to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.
  - B. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.

1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance

advisors with respect to the drafting and content of such documents.

C. Owner shall place and pay for advertisements for Bids in appropriate publications.

#### 2.04 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:
  - 1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  - 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
  - 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner **will, at its sole discretion as the City determines appropriate,** provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.
- D. With respect to the portions or phases of each Specific Project designed or specified by

Engineer, Owner shall provide, obtain, or arrange for:

- 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
- 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.
- E. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.C and D. Portions of those responsibilities in Paragraphs 2.04.C and D may be assigned to the Engineer in Task Orders under this contract to the extent specified in the Engineer's Task Order scope of work.

#### 2.05 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.
- B. Owner will provide Engineer with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.

- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or
  - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
  - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
  - 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
    - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
    - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

- 3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.
- 4. Perform or provide the following:
  - a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

#### 2.06 Payment

A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

#### ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

- 3.01 Term
  - A. This Agreement will be effective and applicable to Task Orders issued hereunder for **three (3)** years from the Effective Date of the Agreement.
  - B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term. **Extension will generally be limited to not more than one (1) additional year.**
- 3.02 Commencement
  - A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- 3.03 Time for Completion
  - A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.
  - B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
  - C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
  - D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension based on the Standard Hourly Rates Method of Payment.
  - E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

### **ARTICLE 4—INVOICES AND PAYMENTS**

#### 4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule and Standard Hourly Rates Schedule. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### 4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
  - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.
- 4.03 Basis of Compensation
  - A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
  - B. The **four** following bases of compensation are used for services under Task Orders, as identified in each specific Task Order:
    - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
    - 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

- 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)
- 4. For task orders which are state and/or federally funded NCDOT projects, compensation valuation will be based on hourly labor rates determined and approved using the North Carolina Department of Transportation (NCDOT) Consultant Rate System (CRS) and cost approval by the Professional Services Management Unit (PSMU) of NCDOT. This valuation may be implemented using either a lump sum or time and materials hourly rate contract basis.
- C. The terms and conditions applicable to each of the three compensation methods are set forth in Paragraph 4.04.
- 4.04 Explanation of Compensation Methods
  - A. Lump Sum
    - 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
    - 2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subcontractor and Subconsultant charges.
    - 3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges):
      - a. Reimbursable expenses included in Appendix 1 will be for reference and comparison only when arranging task orders.
      - b. All reimbursable expenses to be considered will be subject to Owner and NCDOT approval at time of task order arrangement and will generally be according to industry practice for the tasks involved.
    - 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.
  - B. Standard Hourly Rates
    - 1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.
    - 2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
    - 3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as **Appendix 1 for reference and comparison only when arranging task orders**.

- 4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).
- 5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).
- 6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of **the approved task order date**) to reflect equitable changes in the compensation payable to Engineer.
- C. Direct Labor Costs Times a Factor
  - 1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor **stated in the task order cost breakdown and subject to Owner and NCDOT approval** for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.
  - 2. Engineer's **current** Reimbursable Expenses Schedule is attached to this Exhibit as **Appendix 1 for reference and comparison only when arranging task orders**.
  - 3. The total estimated compensation for the specified category of services must be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
  - 4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).
  - 5. The Reimbursable Expenses Schedule, Direct Labor Costs, and the factor applied to Direct Labor Costs will be adjusted annually (as of **the approved task order date**) to reflect equitable changes in the compensation payable to Engineer.

# 4.05 Reimbursable Expenses

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Engineer's Subcontractor and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.

- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:
  - 1. Transportation (including mileage), lodging, and subsistence incidental thereto;
  - 2. Providing and maintaining field office facilities including furnishings and utilities;
  - 3. Toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items;
  - 4. Consultant charges; and
  - 5. Other expenses identified in Appendix 1 and detailed in the approved task order scope and fee (compensation) proposal.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods must be paid at the rates set forth in Appendix 1, Hourly Rates and Reimbursable Expenses Schedule, subject to the factors set forth below. Bases for compensation approved with task order arrangement shall supersede Appendix 1 when provided.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor stated in the task order cost breakdown and subject to Owner and NCDOT approval.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer times a factor stated in the task order cost breakdown and subject to Owner and NCDOT approval. Non-locally funded projects subject to NCDOT approval generally will not allow this markup.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

#### ARTICLE 5—OPINIONS OF COST

- 5.01 Opinions of Probable Construction Cost
  - A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.
- 5.02 Opinions of Total Project Costs
  - A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs and

estimating the quantities of the work types required to construct the engineered product according to the standards of performance described in Section 6.01. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

# **ARTICLE 6—GENERAL CONSIDERATIONS**

- 6.01 Standards of Performance
  - A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
  - B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
  - C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
  - D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
  - E. Compliance with Laws and Regulations, and Policies and Procedures
    - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
    - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
    - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
      - a. changes after the Effective Date of the Task Order to Laws and Regulations,
      - b. the receipt by Engineer after the Effective Date of the Task Order of Owner- provided written policies and procedures, and
      - c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.
  - F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be the current edition of EJCDC<sup>®</sup> C-700,

Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in this Agreement.

- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.
- 6.02 Ownership and Use of Documents
  - A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:

- 1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents for a Specific Project and subject to the explicit exclusions in this Paragraph 6.02.A, Engineer and any Subconsultants will grant to Owner the ownership of the Documents for that Specific Project, including all associated copyrights and the right of reuse.
- 2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.
- 3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.
- 4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents for a Specific Project, Engineer will issue to Owner a royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on that Specific Project or on any extension of that Specific Project.
- 5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project or Specific Project, or for any other use or purpose, without written verification or adaptation by Engineer.
- 6. Any such use or reuse, or any modification of the Documents for a Specific Project, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants.
- 7. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents for a Specific Project without written verification, completion, or adaptation by Engineer.
- 8. Such limited license to Owner shall not create any rights in third parties.
- 9. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Document work product.
- B. If Engineer, at Owner's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to

payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.
- 6.03 Electronic Transmittals
  - A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
    - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.
    - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
  - B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
  - C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
  - D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.
- 6.04 Insurance
  - A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
  - B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and
    - umbrella or excess liability policies, must:

- 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
- 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
- afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
- 4. not seek contribution from insurance maintained by the additional insured.
- C. Not used.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Engineer shall each deliver certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
  - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. Not used.
- G. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so,

requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

- 6.05 Suspension and Termination
  - A. Suspension
    - 1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.
    - 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:
      - a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;
      - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
      - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.
    - 3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
  - B. Termination for Cause—Task Order
    - 1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
      - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
    - 2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:
      - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
      - b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
      - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

- 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Cause—Main Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Engineer may terminate this Main Agreement and all Task Orders.
- D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- F. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
  - 1. If Owner has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.
  - 2. If Owner has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Main Agreement.
- 6.06 Successors, Assigns, and Beneficiaries
  - A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.
- C. Unless expressly provided otherwise in this Main Agreement:
  - 1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.
- 6.07 Dispute Resolution
  - A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
  - B. Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Task Order hereunder, or to any breach of this Main Agreement or any Task Order ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, subject to applicable public records laws, and must be completed within 120 days.
  - C. If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.
- 6.08 Controlling Law; Venue
  - A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: **North Carolina**.
  - B. Venue for any exercise of rights at law will be the state court having jurisdiction at the

location of Owner's principal office.

- 6.09 Environmental Condition of Site
  - A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

- B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
  - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
  - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
  - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:
  - 1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
  - 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope

of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.
- 6.10 Indemnification and Mutual Waiver
  - A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
  - B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:
    - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
    - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
  - C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
  - D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
  - E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special,

incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

### 6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.
- C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

# **ARTICLE 7—DEFINITIONS**

- 7.01 Defined Terms
  - A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
    - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

- 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.
- 3. Agreement—This written contract for professional services between Owner and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.
  - a. Main Agreement—See definition at Paragraph 7.01.A.28 below.
- 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
- 5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.
- 6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
- 7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
- 8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
- 9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
- 10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.
- 11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.
- 12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

- 13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
- 14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
- 15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- 16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
- 17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
- 18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
- 19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
- 21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
- 22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and

recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

- 23. Engineer—The individual or entity named as such in this Main Agreement.
- 24. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.
- 25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
- 26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
- 27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.
- 29. Owner—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
- 30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
- 31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.
- 32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

- 33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
- 34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
- 35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- 36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
- 37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.
- 38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
- 39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections; and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
- 40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

- 42. Task Order—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.
- 43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
- 44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
- 45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
- 46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. Terminology
  - 1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

# ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

A. Reserved.

- B. Reserved.
- C. Exhibit C, Amendment to Main Agreement (form only).
- D. Reserved.
- E. Reserved.
- F. Not Used
- G. Exhibit G, Insurance.
- H. Not used
- I. Not used
- 8.02 Appendices to Main Agreement
  - A. The following appendices are incorporated by reference and made a part of this Main Agreement:

# 1. Appendix 1—Reimbursable Expenses Schedule and Standard Hourly Rates Schedule

- 8.03 Resource Documents: Task Order Form and Exhibits to Task Order
  - A. The parties acknowledge the accompanying documents, "Part 3 of 4: Task Order Form" and "Part 4 of 4: Exhibits to Task Order." These documents are a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.
- 8.04 Executed Task Orders and Their Exhibits
  - A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.
- 8.05 Total Agreement; Amendments to Main Agreement and Task Orders
  - A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.
  - B. Amendments:
    - 1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.
    - 2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.
    - 3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

- 8.06 Designated Representatives
  - A. With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.
  - B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

#### 8.07 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

# 8.08 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
  - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
  - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Main Agreement's Effective Date is \_\_\_\_\_.

Owner:	Engineer:		
City of Graham			
(name of organization)	(name of organization)		
Ву:	Ву:		
(individual's signature)	(individual's signature)		
Date:	Date:		
(date signed)	(date signed)		
Name: Aaron Holland	Name:		
(typed or printed)	(typed or printed)		
Title: Assistant City Manager	Title:		
(typed or printed)	(typed or printed)		
Attach evidence of authority to sign.	Attach evidence of authority to sign.		
Attest:	Attest:		
(individual's signature)	(individual's signature)		
Title:	Title:		
(typed or printed)	(typed or printed)		
Address for giving notices:	Address for giving notices:		
201 S. Main Street			
Graham, NC 27253			
Designated Representative:	Designated Representative:		
Name: <u>Tonya Mann/ Burke Robertson</u>	Name:		
(typed or printed)	(typed or printed)		
Title: _ Public Utilities/ Works Director	Title:		
(typed or printed)	(typed or printed)		
Address:	Address:		
201 S. Main Street			
Graham, NC 27526			
Phone:	Phone:		
Email:	Email:		



SUBJECT:	WATER SHORTAGE RESPONSE PLAN	
PREPARED BY:	AARON HOLLAND, ASSISTANT CITY MANAGER	

# **REQUESTED ACTION**

Approve the resolution adopting the 2023 Water Shortage Response Plan.

#### **BACKGROUND/SUMMARY**

State law requires that all water systems establish a Local Water Supply Plan (LWSP) and update the plan at least every five (5) years. A Water Shortage Response Plan (WSRP) is a requirement of an LWSP and establishes authority for the declaration of a water shortage, defines different phases of water shortage severity, and outlines appropriate responses for each phase. A system's WSRP needs to be reviewed and updated every 5 years. After approval by NC DWR, the system will need to have the WSRP approved by its governing board.

The State has completed its review of the 2023 WSRP for the City's water system and has found that it meets the minimum criteria established in NCGS 143-355(I). For the WSRP to be considered compliant, the City Council must approve a resolution adopting the 2023 WSRP.

#### FISCAL IMPACT

None.

#### **STAFF RECOMMENDATION**

Approval.

# SUGGESTED MOTION(S)

I move we approve the Resolution adopting the 2023 Water Shortage Response Plan.

# **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 <u>(City of Graham)</u>, has been developed and submitted to the <u>(Graham City Council)</u> for approval; and

WHEREAS, the <u>(Graham City Council)</u> 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 <u>(City of Graham)</u>, 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 <u>(Graham City Council)</u> of <u>(the City of Graham)</u> that the Water Shortage Response Plan entitled, Graham Water Shortage Response Plan dated <u>March 3, 2023</u>, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources.

**BE IT FURTHER RESOLVED** that the (<u>Graham City Council</u>) 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.

Adopted this the 8<sup>th</sup> day of August 2023.

Name: Jennifer Talley

Title: Mayor

Signature: \_\_\_\_\_

ATTEST:

City Clerk Renee M. Ward

# Water Shortage Response Plan City of Graham, North Carolina June 2009 (Revised 3/31/2010)

The procedures herein are written to reduce potable water demand and supplement existing drinking water whenever they are in danger of being inadequate to meet customer needs.

# I. Authorization

The Graham City Manager is authorized by City Ordinance Section 13-47 to enact water shortage response provisions and will enact these measures whenever the trigger conditions outlined in Section 13-49 of the Ordinance are met.

Ms. Megan Garner, City Manager Phone: 336-570-6700 E-mail: <u>mgarner@cityofgraham.com</u>

# II. Notification

Section 13-47 of the Ordinance states that notification is made by Public Proclamation. The following notification methods will be used to inform city employees and customers of a water shortage declaration: employee e-mail announcements, notices at municipal buildings, notices on water bills, and the City of Graham website homepage. Required water shortage response measures will be communicated through The Times News and/or The Alamance News, Public Service Announcements on local radio and cable stations, and the City of Graham website.

# III. Levels of Response

There are five levels of water shortage response. The level of severity is determined by specific measurements as outlined in Section 13-48 of the Ordinance. The five levels of water shortage response are Stage 1 voluntary reductions, Stage 2 & 3 mandatory reductions, Stage 4 emergency reductions, and Stage 5 water rationing. Detail descriptions of each response level and corresponding water reduction measures are outlined in Sections 13-49 of the Ordinance. The restrictive measures in effect at each stage are as follows:

- (a) In the event the usable water storage of the Graham-Mebane Lake declines to a level of one hundred fifty (150) days a "Voluntary Conservation Stage I" may be declared in effect, and the following voluntary water restrictions imposed:
  - (1) An extensive publicity campaign will be initiated using public media and specialized methods to inform the public of an impending water shortage.

- (2) Residential conservation measures will be encouraged and recommended including the following:
  - a. Use the shower for bathing rather than the bathtub and limit the 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 the 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 a water-filled plastic bottle or commercial units in toilet tanks.
  - I. Limit hours of operation of water-cooled air conditioners.
- (3) It is recommended that water supply line pressure-reducing valves be set to the minimum necessary for effective operations of fixtures and equipment.
- (4) Conservation in public buildings, institutions, dormitories, etc. is encouraged by reducing pressure at plumbing fixtures, by the installation of restricting devices and shutting down on water flow control devices, and by only periodic flushing of urinals.
- (5) All residents, businesses, and institutions are requested to temporarily delay new landscape work until the water shortage has ended.
- (b) In the event the usable water storage of Graham-Mebane Lake declines to the level of one hundred twenty (120) days a **"Mandatory Stage II"** may be declared in effect,

and 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 for the following purposes:

- (1) To water lawns, grass, shrubbery, trees, flower, and vegetable gardens except on Saturdays between the hours of 6:00 a.m. and 9:00 a.m.
- (2) To fill newly constructed swimming and/or wading pools or refill swimming and/or wading pools that have been drained. A minimal amount of water may be added to maintain the continued operation of pools that are in operation at the time the provisions of a "Mandatory Stage II" are placed into effect.
- (3) To operate water-cooled air conditioners or other equipment that does not recycle cooling water, except when health and safety are adversely affected.
- (4) To wash automobiles, trucks, trailers, boats, airplanes, or any other type of mobile equipment, including commercial washing.
- (5) 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.
- (6) To operate or introduce water into any ornamental fountain pool or pond or other structure making similar use of water.
- (7) To serve drinking water in restaurants, cafeterias, or other food establishments, except upon request.
- (8) To use water from public or private fire hydrants for any purpose other than fire suppression or other public emergencies.
- (9) To use water for dust control or compaction.
- (10) To use water for any unnecessary purpose or to intentionally waste water.
- (c) In the event the usable water storage of the Graham-Mebane Lake declines to the level of ninety (90) days a "Mandatory Stage III" may be declared to exist, and in addition to the restrictions heretofore imposed, the following severe mandatory water restrictions shall be in effect. It shall be unlawful:
  - (1) To water or sprinkle any lawn.

- (2) To water any vegetable garden ornamental shrubs except during the hours of 6:00 a.m. to 9:00 a.m. on Saturday. Such watering is only to be done by handheld hose or container or drip irrigation system.
- (3) To make any non-essential use of water for commercial or public use, and the use of single service plates and utensils is encouraged and recommended in restaurants.
- (d) In the event the usable water storage of the Graham-Mebane Lake declines to the level of sixty (60) days "Emergency Stage IV" may be declared to exist and in addition to the restrictions heretofore imposed, the following stringent mandatory water restrictions shall be in effect. It shall be unlawful:
  - (1) To use water outside a structure for any use other than an emergency use involving fire.
  - (2) To operate an evaporative air conditioning unit that recycles water except during the operating hours of the business.
  - (3) To introduce water into any swimming pool.
- (e) In the event the usable water storage of the Graham-Mebane Lake declines to the level of thirty (30) days a "Rationing Stage V" may be declared in effect, and 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 a program determined by the city.
  - (1) 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.
  - (2) Fire protection will be maintained, but where possible tank trucks shall use raw water.

# IV. Triggers

The City of Graham's water source is the Graham-Mebane Lake. The severity of the water shortage shall be determined by the "usable water storage" of the Graham-Mebane lake as outlined above in (a), (b), (c), (d), and (e). Additionally, these triggers are outlined in Sections 13-49 (a), (b), (c), (d), and (e) of the Water Shortage Ordinance. The five triggers are 150, 120, 90, 60, and 30 days of usable water storage respectively. Additionally, evaluation of these five triggers will determine the movement from more restrictive to less restrictive levels of conservation response based on current conditions and circumstances. When water shortage conditions have abated and the situation is returning to normal, water conservation measures employed during each phase should be decreased in reverse order of implementation. Permanent measures directed toward long-term monitoring and conservation should be

implemented and continued so that the community will be in a better position to prevent shortages and respond to recurring water shortage conditions.

# V. Enforcement

The provisions of the water shortage response plan will be enforced by the City of Graham Police Department. Users receive a warning for the first violation at any stage. Subsequent violations are subject to penalties as outlined in Section 13-50 (b) of the Ordinance which states:

Any person who shall fail to comply with this ordinance and with any of its requirements shall be guilty of a Class 3 misdemeanor and shall be fined not more than five hundred dollars (\$500) as provided by North Carolina General Statutes, Section 14-4. Additionally, any violation of this section shall subject violators to a civil penalty in the amount of five hundred dollars (\$500) for each violation. Violators shall pay the penalty to the City within ten (10) days of receipt. The failure of such violators to pay the civil penalty within the specified time shall subject such violators to a civil action in the nature of the debt to collect all penalties and costs for said violation, and any civil penalty not timely paid shall carry an additional late payment penalty of one hundred dollars (\$100). Repeated violations shall subject violators to separate, distinct, and successive civil penalties and/or criminal citations.

# VI. Public Comment

In addition to this Water Shortage Response Plan, Water Shortage Response for the City is a part of the City's Code of Ordinance. The City provides a public review and opportunity to comment at monthly council meetings prior to revision, approval, and/or adoption by the City Council.

# VII. Variance Protocols

All water use variance requests must be submitted to the City Manager. Within two weeks, the City Manager will decide to approve or deny individual variance requests after consideration of the following criteria: impact on water demand, expected duration, alternative source options, social and economic importance, purpose, and the prevention of structural damage.

# VIII. Effectiveness

The effectiveness of the Graham water shortage response plan will be determined by comparing the daily water use patterns as stated in Section 13-48 of the Ordinance with the conservation stage imposed. The City developed a new Stage Storage Curve for the lake in 2008. A 20-year and 50-year model for safe yield was included with this project. Based on the total lake drainage area, the Days of Storage remaining can be determined by using this Safe Yield Calculator. Consideration is given to lake levels, available/usable storage on hand, draw-down rates, projected supply capability, the outlook for precipitation, daily use patterns, and availability of water from other sources.

# IX. Revision

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, as required by the provisions of G.S. 143-355 (I). The City of Graham Utilities Director is responsible for initiating subsequent revisions.

Updated 4/23/2018 3/06/2023



SUBJECT:	DONATION OF SURPLUS POLICE CARS TO ACC
PREPARED BY:	KRISTI BAKER, CHIEF OF POLICE

#### **REQUESTED ACTION:**

Approve Resolution Authorizing Conveyance of a 2005 Chevy Impala, a 2007 Ford Crown Victoria, and a 2010 Ford Crown Victoria to Alamance Community College Pursuant to G.S. 160A-274.

#### **BACKGROUND/SUMMARY:**

The Police Department has a 2005 Chevy Impala (Inventory # 138, VIN# 2G1WF52K959348960), a 2007 Ford Crown Victoria (Inventory # 172, VIN# 2FAFP71W27X151800), and a 2010 Ford Crown Victoria (Inventory # 157, VIN# 2FABP7BV3AX11732) that have been deemed surplus due to age and mechanical conditions. Alamance Community College has requested that the City consider donating the vehicles so they can be used by the Basic Law Enforcement Training Academy for recruit training. The City and other local law enforcement agencies have made similar conveyances in the past.

The General Statutes (G.S. 160A-274) allow for the conveyance to another governmental agency.

#### **FISCAL IMPACT**

Negligible. Most likely the vehicle only has salvage value. The costs associated with efforts to sale would likely surpass any compensation received.

#### STAFF RECOMMENDATION:

Approval.

#### SUGGESTED MOTION(S):

I move we approve the Resolution authorizing conveyance of a 2005 Chevy Impala, a 2007 Ford Crown Victoria, and a 2010 Ford Crown Victoria to Alamance Community College pursuant to G.S. 160A-274.

# RESOLUTION AUTHORIZING CONVEYANCE OF A 2005 CHEVY IMPALA, 2007 FORD CROWN VICTORIA, AND 2010 FORD CROWN VICTORIA TO ALAMANCE COMMUNITY COLLEGE PURSUANT TO G.S. 160A-274

WHEREAS, the City of Graham owns and

- 2005 Chevy Impala, Inventory # 138, VIN# 2G1WF52K959348960
- 2007 Ford Crown Victoria, Inventory #172, VIN# 2FAFP71W27X151800
- 2010 Ford Crown Victoria, Inventory #157, VIN# 2FABP7BV3AX11732

WHEREAS, the above-referenced vehicles have been declared surplus due to age and mechanical condition; and

WHEREAS, North Carolina General Statute § 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in the real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

**WHEREAS,** the City of Graham has determined that it is in the best interest of the City to convey a 2010 Ford Crown Victoria vehicle, a 2007 Ford Crown Victoria, and a 2005 Chevy Impala to Alamance Community College, and deems it wise to do so for no consideration; and

**WHEREAS**, the City of Graham has determined that donating said vehicles to Alamance Community College will continue to provide a public benefit.

# THEREFORE, THE GRAHAM CITY COUNCIL RESOLVES THAT:

- 1. The City of Graham hereby conveys to Alamance Community College the following property:
  - 2005 Chevy Impala, Inventory # 138, VIN# 2G1WF52K959348960
  - 2007 Ford Crown Victoria, Inventory #172, VIN# 2FAFP71W27X151800
  - 2010 Ford Crown Victoria, Inventory #157, VIN# 2FABP7BV3AX11732
- 2. The property herein described shall be conveyed for consideration of continued public benefit.
- 3. The City Manager, Finance Officer, and City Clerk are authorized to execute all documents necessary to convey the property in the manner authorized by this Resolution.

# Adopted this 8<sup>th</sup> day of August 2023.

Mayor Jennifer Talley

Attest:

Renee Ward, City Clerk

# STAFF REPORT

SUBJECT:	AMERICAN RESCUE PLAN ACT PROJECTS
PREPARED BY:	MELANIE KING, FINANCE OFFICER

#### **REQUESTED ACTION:**

Approve the Project Ordinance for the identified American Rescue Plan Act project.

#### BACKGROUND/SUMMARY:

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law. This bill includes direct financial assistance to local governments that have faced revenue losses and added safety expenses in dealing with the COVID-19 pandemic as well as making investments in water, sewer, and broadband infrastructure. The bill includes over \$1.3 billion for cities and towns in North Carolina. On June 8<sup>th</sup>, 2021, the Graham City Council approved a resolution to create an ARPA Local Fiscal Recovery Fund to receive the allocation of approximately \$4.9 million. To date, the Graham City Council has approved projects totaling \$4,606,605.00.

ARPA Projects					
Project	Department	Total			
10" Water Line Replacement	Utilities	\$ 3,500,000.00			
SROs & COPS Position Equipment	PD	\$ 62,101.00			
3 Vehicles	PD	\$ 204,033.00			
Fuel Master System Upgrade	IT	\$ 18,000.00			
Civic Center Repairs - Roof & Floor	REC	\$ 66,343.00			
Cameras at Parks - Entrances	IT	\$ 11,128.00			
GM Lake – Ramp Renovation	Lake	\$ 195,000.00			
Albright Ave Water Line Replacement	Utilities	\$ \$550,000.00			
Subtotal		\$ 4,606,605.00			
ARPA Funding Allocation		\$ 4,986,340.00			
Balance Unencumbered		\$ 379,735.00			

An addition to the existing garage at the public works building in the amount of \$215,000 is being considered as an additional project for the unencumbered balance during the August 8, 2023 meeting. \$215,000 is a 10% increase on the original quote of \$196,000 received in February 2023.

#### FISCAL IMPACT:

The City of Graham received a total of \$4,986,340 in ARPA funds. Approval of the newly identified project would leave an unencumbered balance of \$164,735. This budget ordinance will be amended as additional projects are identified for the unencumbered amount.

#### **STAFF RECOMMENDATION:**

Approval.

#### SUGGESTED MOTION(S):

I move we update the Project Ordinance for the additional identified American Rescue Plan Act project.

#### **RESOLUTION ESTABLISHING THE BUDGET FOR ARPA FUNDS GRANT ORDINANCE**

**WHEREAS**, On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President;

**WHEREAS**, Section 9901 of ARPA amended Title VI of the Social Security Act (the Act) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which established the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds);

**WHEREAS**, On June 8, 2021, the City Council of the City of Graham hereby created an American Rescue Plan Act (ARPA) Local Fiscal Recovery Fund.

**WHEREAS,** On August 9, 2022, the City Council of the City of Graham approved \$3,784,134 in projects for the ARPA Local Fiscal Recovery Fund leaving an unencumbered balance of \$1,202,206.

**WHEREAS,** On September 13, 2022, the City Council of the City of Graham approved additional projects amounting to \$69,916 for the ARPA Local Fiscal Recovery Fund leaving an unencumbered balance of \$1,132,290.

**WHEREAS,** On October 11, 2022, the City Council of the City of Graham approved additional projects amounting to \$195,000 for the ARPA Local Fiscal Recovery Fund leaving an unencumbered balance of \$937,290.

**WHEREAS,** On December 19, 2022, the City Council of the City of Graham approved additional projects amounting to \$550,000 for the ARPA Local Fiscal Recovery Fund leaving an unencumbered balance of \$387,290.

**WHEREAS**, On January 10, 2023, the City Council of the City of Graham approved an amendment of \$7,555 to the ARPA Local Fiscal Recovery Fund leaving an unencumbered balance of \$379,735.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM, NORTH CAROLINA, that pursuant to Section 13.2, Chapter 159 of the General Statutes of North Carolina, the following Project Ordinance is hereby revised to include additional projects:

- Section 1. The Project authorizes the use of ARPA Funds.
- Section 2. The officials of the City of Graham are hereby directed to proceed with this project within the terms of the project. Staff is authorized to execute change orders within the budget ordinance.
- Section 3. The following revenues are anticipated to be available to the City to complete the project:

ARPA Revenue		\$4,821,605
	TOTAL	\$4,821,605

Section 4. The following amounts are appropriated for this project at this time:

10" Water Line Replacement	\$3,500,000
GPD Positions Equipment	\$62,101
Vehicles	\$204,033

Fuel Master System Upgrade	\$18,000
Civic Center Repairs – Roof & Floor	\$66,343
Camera at Parks – Entrances	\$11,128
GM Lake – Ramp Renovation	\$195,000
Albright Ave Water Line Replacement	\$550,000
Public Works Building	\$215,000
TOTAL	\$4,821,605

- Section 5. The Finance Director shall report on the financial status of this project as directed by the City Council and will inform the Council of any unusual occurrences.
- Section 6. Copies of this project ordinance shall be made available to the City Manager and the Finance Director for direction in carrying out this project.
- Section 7. This ordinance shall take effect upon passage.

## This the 8<sup>th</sup> day of August 2023.

Jennifer Talley – Mayor

ATTEST:

Renee Ward – City Clerk

# City of Graham

P. O. Drawer 357 201 South Main Street Graham, North Carolina 27253 (336) 570-6700 / Fax: (336) 570-6703

#### PRELIMINARY REPORT FOR FISCAL YEAR 2022 - 2023

- TO: Megan Garner, City Manager Graham City Council
- FROM: Sandy P. Callahan, Tax Collector

DATE: July 18, 2023

In accordance with N.C.G.S. 105-373(a)(1), I respectfully submit the following Report:

Attached to this Report is a combined list of the persons owning real property whose taxes for 2022 remain unpaid, and persons not owning real property whose personal property taxes for 2022 remain unpaid, along with the principal amount owed by each person.

In compliance with the N.C.G.S. 105-373(a)(3), attached hereto is a Report entitled "Settlement for Current Taxes for Fiscal Year 2022-2023" dated June 30, 2023 setting forth my full settlement for all taxes in my hands for collection for the fiscal year 2022-2023.

Further, I hereby certify that I have made diligent efforts to collect the taxes due from the persons listed in such a manner that is reasonably necessary.

Respectfully submitted,

Sandy P. Callahan, Tax Collector

SWORN TO AND SUBSCRIBED BEFORE ME, this 19th day of July, 2023.

Notary Public

My Commission expires:

10 29 2027

DEBBIE C JOLLY Notary Public North Carolina Alamance County

### SETTLEMENT FOR CURRENT TAXES FOR FISCAL YEAR 2022-2023 June 30, 2023

	TOTAL PROPERTY VALUATION	RATE	AMOUNT OF LEVY
TAX LEVY-CITY WIDE	1,237,549,147	0.455%	5,630,848.62
<u>DISCOVERIES:</u> CURRENT YEAR & PRIOR YEAR	4,535,278		20,635.51
ABATEMENTS:	(6,619,391)		(30,120.57)
ANNEXATIONS	991,430		4,511.07
UNCOLLECTED INTEREST			3,055.91
UNCOLLECTED ADVERTISING CO	DST		904.00
- TOTAL LEVY FOR YEAR	1,236,456,464		5,625,874.63
LESS UNCOLLECTED TAX: REAL PROPERTY PERSONAL PROPERTY			74,012.22 <u>40,693.87</u> 114,706.09
CURRENT YEAR TAXES COLLE	CTED:		5,511,168.54
PERCENT OF CURRENT YEAR C	COLLECTED:		97.96%
-			
DMV VEHICLE TAX & TAG RECEI	WED (July 1, 2022 - Jur	ne 30, 2023	) 746,528.37

## TOTAL MOTOR VEHICLE COLLECTION

746,528.37

Submitted by: Sandy P. Callahan, Tax Collector

Year: Period: Date: Cycle: Section:	First to L 2022 to 2 1 to 06/30/23 t First to L First to L	022 1 o 06/30/23 ast ast	Include Prior Year, Print Balances G Print If Any Balanc Include Curre		ast ).00	Report Type	: Detail	
		th 'Exclude fr ype: Prop Tax		Overpayment amount appl	ied to pe	riods outside th	e range is not	displayed
	Parcel Id		Type Section	n Property Location		Owner Name Owner Id		
Cycle Date	Туре	Yr/Prd	Code Meth Check No	Description	Apply	To Principal	Penalty	Balance
	P3380403- Tax: 1		Р			10 FSS 185 LLC 0695038		
	P3380404-		Р			10 FSS 185 LLC	Prev. Bal:	924.29
Prop	Tax: 1					0695038	Prev. Bal:	16.31
	146130- Tax: 1		R	205 E GILBREATH ST		10, INVESTMENTS 0664810		
336	146416-		R	600 SEYMOUR ST		4 POINT, LLC	Prev. Bal:	94.68
	Tax: 1		N	UUU SEIMUUK SI		0714937	Prev. Bal:	378.5
	P3417143- Tax: 1		Р			A & N TOOL & MA 433889		570.5
							Prev. Bal:	2.09
	P3417144- Tax: 1		Р			A & N TOOL & MA 433889		25.04
7498	Р3417145-		Р			A & N TOOL & MA	Prev. Bal: CHINE INC	35.80
	Tax: 1					433889	Prev. Bal:	3.19
	P3392411- Tax: 1		Р			ACENCIO, PEDRO 0713968		
072	171347-		R	1108 CHASE ST		ADAMS, RENTALS	Prev. Bal:	9.29
	Tax: $1$		K .			0618880		2.7
3556	P3371042-		Р			ADRAIN, BELTRAN	Prev. Bal: CAMACHO	3.7
	Tax: 1					0681708		22.0
8204	P3427124-		Р			AGUILAR, USBALD	Prev. Bal: 0	23.97
Prop	Tax: 1					492158	Prev. Bal:	5 9/
	P3345628-		Р			ALAMANCE SHINY		J.J.
Prop	Tax: 1					0637469	Prev. Bal:	110.0
	P3420149-		Р			ALBERTO CAMPOS		
Prop	Tax: 1					453992	Prev. Bal:	14.0

Page	NO:	2
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		Owner Name Owner Id		Property Lo	e Section	Тур		Parcel Id	Account Cycle
Balance	Penalty	To Principal	Арј	Descripti	Check No	Code Meth	Yr/Prd	Туре	-
		ALBERTO CAMPOS				Р		P3420150-	
<u> </u>	1	453992						Tax: 1	Prop
9.47	Prev. Bal:							-2202004	
	Y ESTER HENRIQU					Р		P3392084-	
5.31	Drov Poly	0712934						Tax: 1	Prop
J.J.	Prev. Bal:	ALBRIGHT, BARBA		9 MELVILLE	21	R		146200-	73
		0714801		J MELVILLE	21	K		Tax: 1	
3.16	Prev. Bal:	0/1/001							TTOP
		ALCACIO, BRENDA				Р		P3378590-	4241
		0692322						Tax: 1	
18.67	Prev. Bal:								•
		ALLEN, RUTH				Р		P3435068-	8721
	_	79630						Tax: 1	Prop
10.70	Prev. Bal:								(000
		ALLEN, TIM				Р		P3378478-	
12 20		0692159						Tax: 1	Prop
13.36	Prev. Bal:	ALLSTATE INSURA				Р		P3350762-	1770
	INCE COMPANY	0651068				r		Tax: 1	
14.14	Prev. Bal:	0031000						IdA. I	FTOP
		ALLSTATE INSURA				Р		P3350763-	1779
		0651068				•		Tax: 1	
5.93	Prev. Bal:								- 1-
		ALLSTATE INSURA				Р		P3387050-	4976
		0703877						Tax: 1	Prop
10.71	Prev. Bal:								
	NCE COMPANY	ALLSTATE INSURA				Р		P3387051-	
F 07		0703877						Tax: 1	Prop
5.93	Prev. Bal:					P		D22022C1	1511
	ELY	ALSTON, CAMERON 0697561				Р		P3382364- Tax: 1	
4.32	Prev. Bal:	0097301						1ax. 1	PTOP
+. JL		ALVAREZ, CRUZ J				Р		P3356656-	2219
	2000 //	0659635				•		Tax: 1	
19.39	Prev. Bal:								
	CALVO	AMAYA, ROLANDO				Р		P3341163-	894
		0611683						Tax: 1	Prop
5.25	Prev. Bal:								
	CHIGO	AMBROS, SANTOS		RRY AVE	LA	R		147375-	
~~ ~	1	0684810						Tax: 1	Prop
23.35	Prev. Bal:	ANADET CURTOTOR				5		52200100	5200
	HER WILLIAM	ANARFI CHRISTOP				Р		P3389188-	
122.00	Prev. Bal:	0706759						Tax: 1	Ргор
122.00		ANARFI CHRISTOP				Р		P3389189-	5200
		0706759				P P		Tax: 1	
3.93	Prev. Bal:	0100133						uni I	iioh
		ANARFI CHRISTOP				Р		P3389190-	5210
		0706759						Tax: 1	
100 90	Prev. Bal:							-	- r-

Page	NO:	3
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Account Cycle	Parcel Id		Type Section	on Property Location		Owner Name Owner Id		
Date	Туре	Yr/Prd	Code Meth Check No	Description	Apply	To Principal	Penalty	Balance
	135192-		R	510 NORTH ST		ANDERSON, JOHN	MICHAEL	
Prop	Tax: 1					0713714		240 12
<b>Q106</b>	P3426484-		Р				Prev. Bal:	249.13
	Tax: 1		r			ANDERSON, TIFF 489766		
riop						403700	Prev. Bal:	5.61
8107	P3426485-		Р			ANDERSON, TIFF		
	Tax: 1					489766		
							Prev. Bal:	3.21
3964	P3376174-		Р			ANGLIN, CARL F		
Prop	Tax: 1					0688983		
							Prev. Bal:	2.66
	P3345235-		Р			ANTUNEZ, MARIB	EL	
Prop	Tax: 1					0635666	1	12 24
1000	DJJ0JJ11		<b>D</b>				Prev. Bal:	12.34
	P3383211-		Р			ARANDA, JORGE 0698580	MARIINEZ	
PTOP	Tax: 1					0090300	Prev. Bal:	5.31
1932	146626-		R	701 WHITE ST		ARROVO JOSE E	RANCISCO AVILES	<u> </u>
	Tax: 1		K	TOT WILLE ST		0654341	NANCISCO AVILLS	
TTOP						0001011	Prev. Bal:	237.30
5549	P3392213-		Р			ASCENCIO, ANA		
	Tax: 1					0713502		
							Prev. Bal:	31.32
2695	P3361430-		Р			ASHBY, ARIK		
Prop	Tax: 1					0666267		
							Prev. Bal:	24.39
	P3331150-		Р			ASHLEY, RICHAR	D FRANKLIN	
Prop	Tax: 1					0502601		47 50
16	D22211E1		n				Prev. Bal:	47.58
	P3331151- Tax: 1		Р			ASHLEY, RICHAR 0502601	D FRANKLIN	
PTOP	Ιάλ. Ι					0302001	Prev. Bal:	16.26
2530	P3359631-		Р			AUTRY, ALONZO		10.20
	Tax: 1		•			0663925		
- 1-							Prev. Bal:	22.96
7373	144344-		R	1414 S MAIN ST		AVANT, JAMES E		
Prop	Tax: 1					409111		
							Prev. Bal:	475.37
	131525-		R	WOODLAND DR			ONTRACTORS INC	
Prop	Tax: 1					51618		
4224							Prev. Bal:	139.41
	P3378577-		Р			BAHENA, CELEST	INA	
Prop	Tax: 1					0692311	Drov Pol.	1/ 0/
21/2	P3366415-		р			BAHENA, MARTIN	Prev. Bal:	14.84
	Tax: 1		r			0673315	LZ UADRIELA	
riop	147. T					0013313	Prev. Bal:	5.31
8769	P3435323-		Р			BAILEY, MARY L		
	Tax: 1					80772		
						· · · -	Prev. Bal:	

		Owner Name	n	Property	ype Section	Ту		Parcel Id	
Balance	Penalty	Owner Id To Principal	Арр]	Descrip	h Check No	Code Meth	Yr/Prd	Туре	Cycle Date
		BALTAZAR, MARIA			Р	P		P3378473-	
0 (1)		0692151						Tax: 1	Prop
8.62	Prev. Bal:	BANKS JONATHAN			Р	P		P3367295-	3263
	1	0674509				I		Tax: 1	
15.79	Prev. Bal:								
		BANKS JONATHAN			Р	P		P3367296-	
60.48	Prev. Bal:	0674509						Tax: 1	Prop
00.40		BARAHONA, MANUE			Р	P		Р3412525-	7133
		380713						Tax: 1	
5.31	Prev. Bal:								
		BARTS, BRANDY M			Р	P		P3361590-	
7 50	Prev. Bal:	0666557						Tax: 1	Prop
7.50	PIEV. Bal.	BARTS, ROBERTA			Р	P		P3392096-	5537
		0712963			1			Tax: 1	
22.44	Prev. Bal:								
	GURDEV	BASSI MEHANGA &			Р	P		P3393087-	
20 00		105359						Tax: 1	Prop
28.08	Prev. Bal:	BASSI MEHANGA &			Р	D		P3393088-	5627
	GORDEV	105359			ſ	ſ		Tax: 1	
49.07	Prev. Bal:								
	GURDEV	BASSI MEHANGA &			Р	P		P3393090-	
4 40		105359						Tax: 1	Prop
4.40	Prev. Bal:	BAUTISTA, JOSE			Р	D		P3392704-	5574
	AGDALLING	100506			ſ	ſ		Tax: 1	
34.03	Prev. Bal:								
		BAUTISTA, MARIA			Р	P		P3392132-	
20.01		0713007						Tax: 1	Prop
28.83	Prev. Bal:	BAXIN, ADRIAN M			р	D		P3349080-	1638
	INILOA	0648342			Γ	г		Tax: 1	
5.31	Prev. Bal:								
	ANITA	BEABER, VERONIC			Р	P		P3331192-	
7 20	<b>P P</b> .].	0502742						Tax: 1	Prop
7.28	Prev. Bal:				Р	r		P3331193-	20
	AANITA	BEABER, VERONIC 0502742			٢	r		Tax: 1	
3.83	Prev. Bal:	0502712						Tuxi I	TTOP
		BEABER, VERONIC			Р	P		P3331194-	21
	_	0502742						Tax: 1	Prop
3.83	Prev. Bal:				D			D222110F	
	ANTIA	BEABER, VERONIC 0502742			Р	ł		P3331195- Tax: 1	
2.41	Prev. Bal:	0302172						ιαλ. Ι	rivþ
		BEAVER, CONSTRU		HASE ST	r Ch	R		171340-	7993
		472325						Tax: 1	
69.74	Prev. Bal:								

Page	NO:	5
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		Owner Name		Property Location	pe Section	Тур		Parcel Id	
Balance	Penalty	Owner Id To Principal	Apply	Description	Check No	Code Meth	Yr/Prd	Туре	Cycle Date
	BENNETT	BEAVER, MICHAEL		)03 haynoke dr	10	R		145204-	
1 350 91	Prev. Bal:	195111						Tax: 1	Prop
1,550155		BENITEZ, DIEGO				Р		P3366417-	3144
	-	0673319						Tax: 1	Prop
40.25	Prev. Bal:	BENITEZ, GLADYS		HANOVER RD	14/	R		146085-	5067
	ESPINUZA	0705057		HANOVER RD	W	ĸ		Tax: 1	
211.83	Prev. Bal:								
	J	BESHEL, TIMOTHY				Р		P3368602-	
22.89	Prev. Bal:	0678021						Tax: 1	Prop
		BESHEL, TIMOTHY				Р		P3368603-	3363
		0678021						Tax: 1	Prop
11.00	Prev. Bal:			100 CANT DD	1/			121460	1007
	MIRUSI	BILLINGS, APRIL 0701168		408 GANT RD	14	R		131469- Tax: 1	
64.71	Prev. Bal:								1100
		BILLINGS, APRIL		112 GANT RD	14	R		131470-	
55 0/	Prev. Bal:	0701168						Tax: 1	Prop
55.04		BILLINGS, APRIL		416 GANT RD	14	R		131478-	4809
		0701168						Tax: 1	
113.30	Prev. Bal:							101470	1010
	M TRUST	BILLINGS, APRIL 0701168		120 GANT RD	14	R		131479- Tax: 1	
104.17	Prev. Bal:	0701100						1ux. 1	riop
		BILLINGS, APRIL		128 GANT RD	14	R		131480-	
106 10		0701168						Tax: 1	Prop
106.19	Prev. Bal:	BIRTH, JAMES ERM				Р		Р3402367-	6356
		200477						Tax: 1	
15.17	Prev. Bal:							-2402260	60F <b>7</b>
	NEST	BIRTH, JAMES ERM 200477				Р		P3402368- Tax: 1	
1.58	Prev. Bal:							1ux. 1	riop
		BIRTH, JAMES ERM				Р		P3402369-	
2.0		200477						Tax: 1	Prop
2.04	Prev. Bal:	BLACKARD PROPERT		)6 w hanover rd	10	R		146087-	65
		0529377			10	K		Tax: 1	
1,184.03	Prev. Bal:								
	DEAN	BLACKMAN, SANDY				Р		P3341919-	
2.81	Prev. Bal:	0616873						Tax: 1	Prop
		BLACKMAN, SANDY				Р		P3341920-	952
		0616873						Tax: 1	
	Prev. Bal:				10			111711	F103
	INIA L REVOC TR	0706588		33 MONTREE LN	13	R		144244- Tax: 1	
506.48	Prev. Bal:	0.0000						. w//I ±	

Page	NO:	6
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Cycle	Parcel Id		Type Section	on Property Location		Owner Name Owner Id			
-	Туре	Yr/Prd	Code Meth Check No	Description	Apply	To Principal	Pen	alty	Balance
	146975-		R	620 MCGEE ST		BOGGS, PEGGY L	IFE ESTA	TE	
Prop	Tax: 1					0682514	Durau	<b>n</b> .1.	400.00
1266	134818-		R	412 OAKLEY ST		BOLDEN, DOROTH		Bal:	469.80
	Tax: 1		Γ	412 UARLET ST		0710091	ſJ		
нор						0/10051	Prev.	Bal:	256.38
7182	Р3412991-		Р			BONEY PUBLISHE			
Prop	Tax: 1					382958			
								Bal:	14.04
	P3412992-		Р			BONEY PUBLISHE	RS INC		
Prop	Tax: 1					382958	Draw		2 02
710/	P3412993-		Р			BONEY PUBLISHE		Bal:	3.03
	Tax: 1		٢			382958	KS INC		
нор						302330	Prev.	Bal:	4.24
5547	Р3392211-		Р			BOOTHE, GARY			
Prop	Tax: 1					0713500			
								Bal:	8.41
	P3417269-		Р			BORTZ, DAVID J	OHN		
Prop	Tax: 1					434501		<b>n</b> . 1 .	0.44
7500	D2417070		n					Bal:	8.44
	P3417270- Tax: 1		Р			BORTZ, DAVID J 434501	JHN		
riop	ιαλ. Ι					434301	Prev	Bal:	4.73
3167	P3366548-		Р			BOWMAN, KACIE	THE VI		
	Tax: 1					0673520			
							Prev.	Bal:	7.96
	P3435445-		Р			BOYS N GIRLS L	EARNING	CNTR INC	
Prop	Tax: 1					82250	_		
0774	D242544C		<b>_</b>			DOVC N CTRLC L	Prev.		10.18
	P3435446- Tax: 1		Р			BOYS N GIRLS L 82250	EAKNING	CNIK INC	
riop	ιαλ. Ι					02230	Prev	Bal:	1.70
8775	P3435447-		Р			BOYS N GIRLS L			
	Tax: 1					82250			
							Prev.	Bal:	11.81
	Р3435449-		Р			BOYS N GIRLS L	EARNING	CNTR INC	
Prop	Tax: 1					82250		-	
0111	140550		_				Prev.	Bal:	9.99
	146552-		R	416 ELM ST		BREWER, JOHN			
РГОР	Tax: 1					0711745	Drav	Ral·	318.12
637	147277-		R	418 DOGGETT DR		BREWER, W DENN	IS		510.12
	Tax: 1		n n			0592680	- •		
r							Prev.	Bal:	407.21
	145602-		R	408 MILL ST		BRIDGMAN, MICH			
Prop	Tax: 1					0650695			
1104	145270					DDT 000		Bal:	190.83
	145376-		R	425 MAPLE ST		BRIGGS, STANLE	ΥB		
ьcob	Tax: 1					0690351		-	428.90

Page	No:	7
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Account Cycle	Parcel Id		Type Section	n Property Location	(	Owner Name Owner Id		
	Туре	Yr/Prd	Code Meth Check No	Description	Apply		Penalty	Balance
862	147054-		R	712 SYCAMORE RD		BROCK, SCOTT J		
Prop	Tax: 1					0607753		
7024	140000		<b>_</b>				Prev. Bal:	449.08
	143635- Tax: 1		R	1503 ROGERS RD		46234	RLEY G & NANCY S	
							Prev. Bal:	950.39
	P3337057- Tax: 1		Р			BUCHANAN, VAN 1 0586042	MACARTHUR II	
							Prev. Bal:	5.31
	135315- Tax: 1		R	409 PROVIDENCE ST		BUNTON, ASHLEY 0685690	ELIZABETH	
							Prev. Bal:	167.43
	146060-		R	1005 POMEROY ST			DALUPE SOTO	
Prop	Tax: 1					0660917		F0 20
2204	146062-		D	DOMEDOV ST			Prev. Bal: DALUPE SOTO	58.20
	Tax: 1		R	POMEROY ST		0660917		2.45
1175	D2277566		D				Prev. Bal:	3.45
	P3377566- Tax: 1		Р			BURGOS, MA GUA 0690689		12 07
6017	134351-		D				Prev. Bal:	13.8/
	Tax: 1		R	BOYD CREEK DR		BURKE, JAY L 33556		96.26
6019	145871-		R	110 112 S MAIN ST		BURKE, JAY L	Prev. Bal:	80.30
	Tax: 1		K .			33556	Prev. Bal:	1 103 /7
6919	170076-		R	N MOORE ST		BURKE, JAY L	PIEV. Dal.	1,195.47
	Tax: 1		K .	HOOKE ST		33556	Prev. Bal:	248 27
6920	175245-		R I	HANFORD RD		BURKE, JAY L	PIEV. Dal.	240.27
	Tax: 1		K I			33556	Prev. Bal:	/131 02
8304	145528-		R	211 ONEIDA ST		BURKE, JAY L		431.32
	Tax: 1					496896	Prev. Bal:	52 20
8766	P3435312-		Р			BURLINGTON TRA	ILER SALES	52.20
	Tax: 1					80713		10 10
8767	P3435313-		Р			BURLINGTON TRA	Prev. Bal:	19.10
	Tax: 1		r			80713		
	_						Prev. Bal:	74.59
	P3435314- Tax: 1		Р			BURLINGTON TRA 80713		
3050	146000						Prev. Bal:	124.83
	146828-		R	513 TOWN BRANCH RD		BURNETTE, ROSC	UE F	
PLOD	Tax: 1					443021	Prev Ral.	215 01
5667	P3393726-		Р			BURTON & BURTO	Prev. Bal: N LLC	
	Tax: 1					110821		
							Prev. Bal:	144.49

Page	No:	8
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		Owner Name		Property Location	Section F	Туре S		Parcel Id	
Balance	Penalty	Owner Id To Principal	Apply	Description	eck No	Code Meth Che	Yr/Prd	Туре	Cycle Date
	LLC	BURTON & BURTON				Р		P3393727-	5668
		110821						Tax: 1	Prop
17.89	Prev. Bal:				413	P		146894-	2525
	EIKS	BYNUM, JOHN W H 0709891		3 WADE ST	413	R		Tax: 1	
149.03	Prev. Bal:	0105051							1100
		BYRD, FRANCES S		2 DOGWOOD LN	922	R		145164-	8513
642.30	Prev. Bal:	0714734						Tax: 1	Prop
		BYUNG K YI				Р		P3332406-	122
	1	0536646						Tax: 1	Prop
0.0	Prev. Bal:	BYUNG K YI				Р		Р3332407-	102
		0536646				r		Tax: 1	
5.62	Prev. Bal:							_	
		BYUNG K YI				Р		P3332408-	
1 7		0536646						Tax: 1	Prop
1.20	Prev. Bal:	CABADA, MARIA E				Р		P3361584-	2705
	2000	0666530				ſ		Tax: 1	
10.62	Prev. Bal:								
	ELIDA	CABRERA, ROSA M				Р		P3370685-	
C 20		0680989						Tax: 1	Prop
6.30	Prev. Bal:	CALDEYRO, TRAME		NTER ST	HUN	R		146842-	301
		0558454			1101	K		Tax: 1	
77.0	Prev. Bal:								
	L SECUNDINO	CARBAJAL, MIGUE				Р		P3340665-	
6.99	Prev. Bal:	0608231						Tax: 1	Prop
0.5		CARBAJAL, PROPE		NG AVE	LON	R		146550-	3086
		0671918						Tax: 1	
13.64	Prev. Bal:							-2422540	0505
		CARPET KING INC 60712				Р		P3432519- Tax: 1	
8.5	Prev. Bal:	00712						1ax. 1	PTOP
		CARPET KING INC				Р		P3432520-	8536
	_	60712						Tax: 1	Prop
12.90	Prev. Bal:	CARDET WING THE				<b>D</b>		D2422521	0527
		CARPET KING INC 60712				Р		P3432521- Tax: 1	
1.2	Prev. Bal:	00712						Tuxi I	Trop
	N SILVA	CARRANZA, CARME				Р		P3391934-	5527
45 0	P P. 1	0711954						Tax: 1	Prop
15.8	Prev. Bal:	CARROLL, DOUGLAS				Р		P3368755-	2272
	J LINWOOD	0678161				۲		Tax: 1	
1.60	Prev. Bal:								
	S LYNWOOD	CARROLL, DOUGLAS				Р		P3395259-	
		122983						Tax: 1	Prop

Page No		y
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	Parcel Id		Type Section	n Property Location		Owner Name		
Cycle Date	Туре	Yr/Prd	Code Meth Check No	Description	Apply	Owner Id To Principal	Penalty	Balance
	P3395260-		Р			CARROLL, DOUGL	AS LYNWOOD	
Prop	Tax: 1					122983	Prev. Bal:	1.52
1244	P3345191-		Р			CARTER, BRIAN		
Prop	Tax: 1					0635504	1	46.67
8	P3330902-		Р			CARTER, BRIAN	Prev. Bal:	46.67
	Tax: 1		Г			0501667	-	
							Prev. Bal:	0.01
	P3330903-		Р			CARTER, BRIAN	L	
Prop	Tax: 1					0501667	Prev. Bal:	1.54
340	145035-		R 1	L863 EDGEWOOD LN		CARTER, JANICE		
Prop	Tax: 1					0563735	_	
202	D2222176		D				Prev. Bal:	100.28
	P3333476- Tax: 1		Р			CASTANEDA, EUF 0552912	RUCINA	
1100						0002012	Prev. Bal:	13.36
	P3337385-		Р				BEL/ZAMORA MARIO	
Prop	Tax: 1					0588678	Drov Pol:	5 21
6450	P3403810-		Р			CASTANEDA, PED	Prev. Bal: RO	5.31
	Tax: 1					21767		
2052	- 226 ( 220						Prev. Bal:	11.32
	P3364220- Tax: 1		Р			CASTILLO, LILI 0669922	AN YOLANDA	
riop	1ax. 1					0003322	Prev. Bal:	15.53
3130	143739-		R 2	211 WEBSTER RD			LYNNE LOUISE	
Prop	Tax: 1					0672855		202 62
5560	P3392353-		Р			CECILIO, ANABE	Prev. Bal:	392.62
	Tax: 1		Г			0713808		
							Prev. Bal:	13.87
	P3420305-		Р			CECILIO, BALDE	MAR	
Prop	Tax: 1					455784	Prev. Bal:	23.97
5540	P3392190-		Р			CECILIO, FABIO		
Prop	Tax: 1					0713431	_	
2221	D22E6700		D				Prev. Bal:	21.58
	P3356789- Tax: 1		Р			CHAIREZ, GUADA 0659847	LUPE	
ΠOP	Iuni I					0055017	Prev. Bal:	26.02
	P3374159-		Р				ES THOMAS HISE	
Prop	Tax: 1					0686572		0.00
3797	P3374161-		Р			CHAPMAN CHARL	Prev. Bal: ES THOMAS HISE	0.02
	Tax: 1					0686572		
							Prev. Bal:	2.41
	P3374134-		Р			CHAPMAN, STEVE	N KENNETH	
PLOD	Tax: 1					0686550	Prev. Bal:	18.80

Page	No:	10

	Parcel Id		Type Section	on Property Location		Owner Name Owner Id		
Cycle Date	Туре	Yr/Prd	Code Meth Check N	o Description	Apply	To Principal	Penalty	Balance
	146596-		R	400 MOSER ST		CHAPPELL, DORIS	S B	
Prop	Tax: 1					0711236		222 11
5550	P3392214-		Р			CHAVEZ, FLORENO	Prev. Bal:	522.44
	Tax: 1					0713503		
							Prev. Bal:	17.70
	P3426988-		Р			CHAVEZ, SANDRA 491677	LILA	
PTOP	Tax: 1					491077	Prev. Bal:	28.83
6722	135373-		R	N MAIN ST		CHILDRENS, CHAI	PEL MARTINS CHAP	
Prop	Tax: 1					28424	_	
2700	145100		<b>D</b>				Prev. Bal:	1.44
	145196- Tax: 1		R	1706 MARTINDALE DR		0667755	AKA VIVIAN CHIN	
ΠOP	IUN: I					0001155	Prev. Bal:	865.29
	P3354066-		Р			CIRCLE K STORES		
Prop	Tax: 1					0656150	1	0 17
2032	P3354069-		Р			CIRCLE K STORES	Prev. Bal:	0.17
	Tax: 1		r			0656150	S INC 2725751	
							Prev. Bal:	23.89
	P3400238-		Р			CLARK, EDWIN HU	JEL	
Prop	Tax: 1					175059	Prev. Bal:	22.44
4035	130476-		R	1917 CHANNEL ST		CLAYTON. PROPER	RTIES GROUP INC	
	Tax: 1					0689933		
10.01							Prev. Bal:	12.42
	177539-		R	1917 CHANNEL ST		CLAYTON, PROPER 0714803	RTIES GROUP INC	
PTOP	Tax: 1					0714005	Prev. Bal:	94.31
1858	P3351963-		Р			CLEAN ENERGY		
Prop	Tax: 1					0652734		
1010	P3352804-		Р				Prev. Bal:	1,482.82
	Tax: 1		P			COBLE, HOWARD 3 0654065	JK	
ΠOP							Prev. Bal:	0.02
	P3352805-		Р			COBLE, HOWARD	JR	
Prop	Tax: 1					0654065	P P. 1.	2 01
1535	P3382187-		р			COFFEY, JOSEPH	Prev. Bal:	2.91
	Tax: 1		r			0697401	MICHALL	
							Prev. Bal:	82.82
	P3374673-		Р			COLE TARON NOL		
Prop	Tax: 1					0687041		267 60
6577	135022-		R	402 W GILBREATH ST		COLE, STEVEN HO	Prev. Bal: DWARD	307.00
	Tax: 1					246708		
							Prev. Bal:	365.39
	146905-		R	608 MORROW RD		COLETRANE, LEL	IA HEIRS	
Prop	Tax: 1					0622261	Prev. Bal:	

Page	NO:	11

	Parcel Id		Type Section	on Property Location		Owner Name		
Cycle Date	Туре	Yr/Prd	Code Meth Check No	Description	Apply	Owner Id To Principal	Penalty	Balance
	P3350376-		Р				/BITTNER WILLIAM	
Prop	Tax: 1					0650571	Prev. Bal:	2.89
1740	P3350377-		Р			COLLTNS DONALD	BITTNER WILLIAM	2.09
	Tax: 1					0650571		
							Prev. Bal:	4.30
	P3350378-		Р				/BITTNER WILLIAM	
Prop	Tax: 1					0650571	Prev. Bal:	4.30
	P3381887-		Р			COLLINS, RUFUS	GLENN JR	
Prop	Tax: 1					0697156	Prev. Bal:	5.04
4505	P3381888-		Р			COLLINS, RUFUS		<u> </u>
	Tax: 1					0697156		
							Prev. Bal:	1.88
	P3391992- Tax: 1		Р			COMPASS REALTY 0712625	HAWFIELDS LLC	
							Prev. Bal:	601.74
	176109-		R	2454 WHELEN DR		CONCEPT BUILDE	RS INC	
Prop	Tax: 1					0712648	Prev. Bal:	0.03
4237	P3378586-		Р			CONTRERAS, MAR		
Prop	Tax: 1					0692318		
1100	146240		_	F11			Prev. Bal:	7.70
	146348- Tax: 1		R	511 N MARSHALL ST		COOK, LESTER S 0632214	JR	
riup	Ιάλ. Ι					0032214	Prev. Bal:	361.44
1200	146349-		R	MARSHALL ST		COOK, LESTER S		
Prop	Tax: 1					0632214	_	
2020	140420		<b>D</b>				Prev. Bal:	76.26
	146429- Tax: 1		R	1014 JEFFREYS ST		COOK, SANDY M 0666279		
iiop						0000275	Prev. Bal:	148.33
	146186-		R	232 S MARSHALL ST		COOKE, WILLIAM		
Prop	Tax: 1					494577	1	147.00
802	171334-		R	828 BUCKNER ST		COPELAND, DARR	Prev. Bal:	147.86
	Tax: 1		Ν	020 DUCKNER SI		0611626		
							Prev. Bal:	215.20
	146546-		R	401 ALBRIGHT AVE			ALES & RENTAL CO	
Prop	Tax: 1					493511		211 27
814	P3339860-		Р				Prev. Bal: EZ/ROMERO ARCELI	311.37
	Tax: 1		F T			0603445		21 22
5190	146578-		R	326 MOSER ST		CRAWFORD, SUSA	Prev. Bal:	31.32
	Tax: 1		N	JED MOJER JI		0706553		
							Prev. Bal:	412.78
	P3381898-		Р			CRAWLEY, WILLI	E MAYS JR	
Prop	Tax: 1					0697163	Drov Pol.	E 01
							Prev. Bal:	3.31

Page	NO:	12

	Parcel Id		Type Sec	tion	Property Location		Owner Name Owner Id	_		_
Cycle Date	Туре	Yr/Prd	Code Meth Check	No	Description	Apply	To Principa	1 Pe	nalty	Balance
	P3345251- Tax: 1		Р				CRISOSTOMO, 0635717	OCTAVIO R	ODRIGUEZ	
i i op							0055711	Prev.	Bal:	5.31
	P3369161- Tax: 1		Р				CRUMBAKER, L. 0678907			
								Prev.	Bal:	12.89
	P3369162-		Р				CRUMBAKER, L	ARRY TRAV	IS	
	Tax: 1						0678907		Bal:	54.41
	P3369163-		Р				CRUMBAKER, L	ARRY TRAV	IS	
Prop	Tax: 1						0678907	Drov	Bal:	9.00
6922	P3409813-		Р				CRUTCHFIELD,			9.00
	Tax: 1						337200			2.02
6022	P3409814-		D						Bal:	2.02
	Tax: 1		Р				CRUTCHFIELD, 337200			
5057	D000010		2						Bal:	3.53
	P3396818- Tax: 1		Р				CRUTCHFIELD, 137809	JEFFKEY	LYNN	
PTOP	Ιάλ. Ι						137003	Prev	Bal:	5.29
5958	Р3396819-		Р				CRUTCHFIELD,			
	Tax: 1						137809		Bal:	2.48
4300	145669-		R	81	L1 N MAIN ST		CRUTCHFIELD,			2.40
	Tax: 1						0693642			489.48
7737	Р3420302-		Р				CRUZ, CORNEL		Bal:	409.40
	Tax: 1						455773			10 42
2575	P3371380-		Р						Bal:	10.43
	Tax: 1		r				CRUZ, GUADAL 0682153	UPE		
нор							0002133	Prev.	Bal:	5.31
	P3352388- Tax: 1		Р				CRUZ, JAVIER 0653299			
	14/11 2						0000200	Prev.	Bal:	5.31
281	P3333473-		Р				CRUZ, TERESA			
Prop	Tax: 1						0552900			
									Bal:	10.41
	135155-		R	4(	)1 POPLAR ST		CUNNINGHAM,	MARILYN M	AXINE TRS	
	Tax: 1						0687987	Prev.	Bal:	270.75
	P3392902-		Р				CURL, RICKY	LYNN		
Prop	Tax: 1						10318	Prev.	Bal:	0.17
5605	P3392903-		Р				CURL, RICKY			
Prop	Tax: 1						10318		1·	2 77
E COC	N00000		2						Bal:	3.//
	P3392904- Tax: 1		Р				CURL, RICKY 10318	LYNN		
riup	iun. 1						10110	Prev.	Bal:	4.02

Page	No:	13
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	Parcel Id		Type Section	Property Location		Owner Name Owner Id		
Cycle Date	Туре	Yr/Prd	Code Meth Check No	Description	Apply		Penalty	Balance
5607	7 P3392905-		Р			CURL, RICKY LY	NN	
Prop	) Tax: 1					10318	-	
E C O O	3 P3392906-		D				Prev. Bal:	4.42
	) Tax: 1		Р			CURL, RICKY LYI 10318	NIN	
						10010	Prev. Bal:	11.81
	5 135119-		R 31	15 w elm st		CURTIS, JANE M		
Prop	o Tax: 1					176932	Drov Pol.	208 62
5775	5 P3394328-		Р			CUTLIP, WILLIA	Prev. Bal: M BRIAN	290.02
	Tax: 1					116299		
						-	Prev. Bal:	12.60
	5 P3394329-		Р			CUTLIP, WILLIA 116299	M BRIAN	
PTOL	о Tax: 1					110299	Prev. Bal:	6.78
4305	5 152645-		R 11	122 SALLY DR		DALIMONTE, FRA		
Prop	) Tax: 1					0693659	_	
17/0	D22/E102		n				Prev. Bal:	637.43
	5 P3345193- ) Tax: 1		Р			DARK, EDDIE LEV 0635506	N12	
110						0055500	Prev. Bal:	46.67
	B P3370583-		Р			DAVID, MARSHAL		
Prop	) Tax: 1					0680864	P P. 1.	15 25
8150	) P3426771-		Р			DAVIS JOEL INS	Prev. Bal:	15.35
	Tax: 1		I			491371		
							Prev. Bal:	74.70
	L P3426772-		Р				JRANCE AGENCY	
Prop	) Tax: 1					491371	Prev. Bal:	4 31
8152	2 Р3426773-		Р			DAVIS JOEL INS	JRANCE AGENCY	<u> </u>
	) Tax: 1					491371		
6202							Prev. Bal:	1.56
	P3402911- Tax: 1		Р			DAVIS, ALEX JA 207445	LKSON JR	
r op	) Tux. 1					207443	Prev. Bal:	6.29
	P3335976-		Р			DAVIS, CHARLES		
Prop	) Tax: 1					0579745	P P. 1.	1 00
175	5 P3335977-		Р			DAVIS, CHARLES	Prev. Bal:	1.08
	) Tax: 1		r			0579745	EKIC	
							Prev. Bal:	1.54
	L P3400002-		Р			DAVIS, JOSEPH I	BRIAN	
Prop	) Tax: 1					172066	Prev. Bal:	נ 20
6182	2 P3400003-		Р			DAVIS, JOSEPH		<u> </u>
	Tax: 1		•			172066		
							Prev. Bal:	1.58
	L P3362074-		Р			DBD/MONROE X LI 0667214	_C	
PLO	) Tax: 1					0007214	Prev. Bal:	101 63

Page	No:	14

		Owner Name		Property Location	pe Section	Т	t	Parcel Id	
Balance	Penalty	Owner Id To Principal	Apply	Description	Check No	rd Code Met	γ	Туре	ycle Date
	LC	DBD/MONROE X L			)		-	P3362075-	2762
		0667214						Tax: 1	Prop
502.64	Prev. Bal:	DDD MONDOF V						D22C207C	2762
	LC	DBD/MONROE X L 0667214					-	P3362076-	
9 5	Prev. Bal:	0007214						Tax: 1	Ριομ
		DBD/MONROE X I			)		-	P3362077-	2764
		0667214						Tax: 1	
6.12	Prev. Bal:								
	LC	DBD/MONROE X I					-	P3362078-	
0.1/	1	0667214						Tax: 1	Prop
9.1	Prev. Bal:							D2262070	2766
		DBD/MONROE X L 0667214					-	P3362079- Tax: 1	
16.8	Prev. Bal:	0007214						ιαλ. Ι	riop
2010		DELEON, OSCAR			)		-	P3392312-	5555
		0713649						Tax: 1	
5.3	Prev. Bal:								
		DERMLINY, LORI					-	P3386658-	
0.57		0703187						Tax: 1	Prop
8.5	Prev. Bal:	DTAZ DENTTO			1			P3344238-	1160
		DIAZ, BENITO 0630075					-	Tax: 1	
22.00	Prev. Bal:	0050075						ιαλ. Ι	riop
		DIAZ, JOSE ANT			)		-	P3352413-	1890
		0653332						Tax: 1	
11.4	Prev. Bal:								
		DIAZ, MANUEL					-	P3371289-	
г Э <sup>,</sup>		0681990						Tax: 1	Prop
5.5.	Prev. Bal:				ı		_	P3368513-	2356
	LAN ENNEST	DICKSON, JEREM 0677946						Tax: 1	
0.0	Prev. Bal:	0077510							1100
		DICKSON, JEREM			)		-	P3368514-	3357
		0677946						Tax: 1	Prop
1.2	Prev. Bal:								
	D	DIGGINS, JAMES		/EY RD	l IV			144675-	
2 0'	Drov Pol:	0607936						Tax: 1	Prop
2.0/	Prev. Bal:	DODSON, JENNI		L2 W GILBREATH ST	31			145391-	1189
		0631259						Tax: 1	
286.62	Prev. Bal:							-	
	ACCESS LLC	DOLPHIN DEBIT			)		-	P3391652-	5463
		0710755						Tax: 1	Prop
119.9	Prev. Bal:								
		DOWDY, BEVERLY					-	P3335724-	
۲ L	Drov Pal.	0577195						Tax: 1	Prop
0.4	Prev. Bal:	EAGLEVIEW PROF			)		-	P3380480-	4387
		0695315						Tax: 1	
41 96	Prev. Bal:								

Page	No:	15
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		Owner Name Owner Id		Property Location	e Section	Тур		Parcel Id	Account Cycle
Balance	Penalty		Apply	Description	Check No	Code Meth	Yr/Prd	Туре	
	TOPHER BLAKE	EDWARDS, CHRIS				Р		P3382267-	
7 0/		0697478						Tax: 1	Prop
7.90	Prev. Bal:	EDWARDS, TYRON				Р		Р3346754-	1374
	KLIIII	0643235				I		Tax: 1	
6.42	Prev. Bal:								
	SING LLC	ELITE, WAREHOUS		ARKER ST	P/	R		146048-	385
	1	0566069						Tax: 1	Prop
37.42	Prev. Bal:				21	P		146200	200
	SING LLC	ELITE, WAREHOUS 0566069		00 e parker st	50	R		146399- Tax: 1	
1.470.21	Prev. Bal:	0300003						1ux. 1	riop
_,	Prev. Bal: SING LLC	ELITE, WAREHOUS		ARKER ST	P/	R		146420-	387
		0566069						Tax: 1	Prop
20.16	Prev. Bal:							4 4 6 9 9 9	
	P HEIRS	ELLER, CHRISTY		10 E HILL ST	1.	R		146332-	
306 11	Drov Bal.	0687331						Tax: 1	Prop
500.11	Prev. Bal:	ELLIS, SHIRLEY		IDGECREST ST	R	R		175244-	2743
		0667014				, , , , , , , , , , , , , , , , , , ,		Tax: 1	
124.37	Prev. Bal:								
	LUTHER	ELLISON, JAMES				Р		P3350725-	
17 0	1	0651010						Tax: 1	Prop
17.20	Prev. Bal:	ELMAY, PROPERT		18 WILSON ST	2.	R		134385-	500/
		0705660		TO MILSON SI	J.	ĸ		Tax: 1	
540.64	Prev. Bal:	0100000						Tuxi I	11 op
		ELMAY, PROPERT		04 GREEN ST	4(	R		145430-	5095
	_	0705660						Tax: 1	Prop
299.63	Prev. Bal:				۰ <i>۲</i>			1 4 5 4 7 1	5000
	IES LLC	ELMAY, PROPERT: 0705660		23 WARD ST	Ζ.	R		145471- Tax: 1	
528.36	Prev. Bal:	0703000						Idx. I	PTOP
520150		ELMAY, PROPERT		06 HOLT AVE	3(	R		145472-	5097
		0705660						Tax: 1	Prop
432.53	Prev. Bal:								
	IES LLC	ELMAY, PROPERT		14 n main st	7:	R		145634-	
101 71	Prev. Bal:	0705660						Tax: 1	Prop
421.71		ELMAY, PROPERT		00 w WHITSETT ST	2(	R		145648-	5099
		0705660			20	ĸ		Tax: 1	
371.91	Prev. Bal:								
	IES LLC	ELMAY, PROPERT		O3 N MELVILLE ST	4(	R		146364-	
		0705660						Tax: 1	Prop
254.68	Prev. Bal:				1/			147564	F101
	IES LLC	ELMAY, PROPERT: 0705660		.005 TOWN BRANCH RD	10	R		147564- Tax: 1	
378.1	Prev. Bal:	0703000						ιαλ <b>.</b> Ι	μισμ
57011.		ENOCH, LOLA M		07 e elm st	50	R		146846-	6853
		31708						Tax: 1	
2.24	Prev. Bal:								

Page	NO:	16

Account Cycle	Parcel Id		Type Section	Property Location		Owner Name Owner Id		
	Туре	Yr/Prd	Code Meth Check No	Description	Apply		Penalty	Balance
	146137- Tax: 1		R R	OBIN LN		EQUITY, REALTY 0690182	& INVEST LLC	
ΠΟΡ	1ux. 1					0000102	Prev. Bal:	61.83
	135344- Tax: 1		R 9	02 CHECKER ST		EQUITY, TRUST 0637582	COMPANY CUSTODIA	
							Prev. Bal:	
	P3392189-		Р				LOPEZ SANTOS	
	Tax: 1					0713430	Prev. Bal:	17.45
	147142- Tax: 1		R 6	39 E ELM ST		ESCOBAR, MARCO 0673598	NY O DIAZ ETUX	
0010	12/701		<b>D</b>				Prev. Bal:	333.92
	134781- Tax: 1		R 5	22 w elm st		EULISS, PROPER 473079		1 071 54
1128	131484-		R 1	456 gant rd		FELIPE, LUIS A	Prev. Bal:	1,2/1.51
	Tax: 1			450 GANT KD		0695858		120.00
3256	131371-		R D	ARRELL DR		FELIPE, ORALIA	Prev. Bal:	120.96
	Tax: 1					0674443	Prev. Bal:	441 31
4218	P3378476-		Р			FELIX, ROGELIO		
Prop	Tax: 1					0692157	Prev. Bal:	28.83
4861	146888-		R E	ND WADE ST		FG, GREEN HOME		20100
Prop	Tax: 1					0702071	Prev. Bal:	18.51
	148917-		R 6	14 QUINCY CT		FIELDS, LATIEL		
Prop	Tax: 1					0662035	Prev. Bal:	469.35
6994	P3410866-		Р			FISH-TECH INC		
Prop	Tax: 1					353213	Prev. Bal:	2.55
	P3410867-		Р			FISH-TECH INC		
Prop	Tax: 1					353213	Prev. Bal:	1.79
	P3410868-		Р			FISH-TECH INC		
Prop	Tax: 1					353213		6 75
6997	P3410869-		Р			FISH-TECH INC	Prev. Bal:	0.75
	Tax: 1					353213		
0.744	- 2264 64 2						Prev. Bal:	17.06
	P3361612- Tax: 1		Р			FLORES, ERNEST 0666595		
2260	D2260E00		D				Prev. Bal:	5.31
	P3368598- Tax: 1		Р			FLORES, JOSE E 0678015		15 00
1630	P3349081-		Р			FLORES, LEYBIA	Prev. Bal:	15.09
	Tax: 1					0648343		
							Prev. Bal:	5.31

Page	NO:	17

Account Cycle	Parcel Id		Type Sectio	n Property Location		Owner Name Owner Id			
	Туре	Yr/Prd	Code Meth Check No	Description	Apply	To Principal	Pe	nalty	Balance
	P3356784-		Р			FLORES, LIVORI	4		
Prop	Tax: 1					0659838	Drav	Bal·	6 43
7829	Р3421447-		Р			FLORES, MARIA	riev.	Dari	6.43
	Tax: 1					462411			
2572	5007107F		<u>.</u>				Prev.	Bal:	20.30
	P3371375- Tax: 1		Р			FLORES, RICARDO 0682136	)		
riop						0002130	Prev.	Bal:	30.76
2712	P3361613-		Р			FLORES-LOPEZ, 0	GLORIA		
Prop	Tax: 1					0666596	_	- 1	
2	P3330589-		Р			FOX, CLIFTON G	Prev.	Bal:	26.02
	Tax: 1		r			0500308			
							Prev.	Bal:	3.04
	P3330590-		Р			FOX, CLIFTON G	ENE		
Prop	Tax: 1					0500308	Drov	Pol·	1 58
5867	134823-		R	OAKLEY ST		FREELAND, WILL	ARD N	bai	4.58
	Tax: 1					0713600			
							Prev.	Bal:	52.20
	171343-		R	HALSEY ST		FREEMAN, JOHN I 3004	2		
Ριυμ	Tax: 1					5004	Prev.	Bal:	59.69
2953	P3364240-		Р			FREEMAN, JOHN H	RANDALL		
Prop	Tax: 1					0669939			
205/	P3364241-		Р						30.38
	Tax: 1		r			FREEMAN, JOHN I 0669939	ANDALL		
							Prev.	Bal:	16.32
	P3342691-		Р			FUENTES, CARLOS			
Prop	Tax: 1					0620743	Drov	Bal:	5.31
7370	Р3415211-		Р			FULLER, JAMES (			
	Tax: 1					406781			
2104	146245						Prev.	Bal:	2.27
	146345- Tax: 1		R	425 N MARSHALL ST		GADDY, JOHN 0711875			
PTOP	1 ax. 1					0/110/5	Prev.	Bal:	304.34
896	P3341289-		Р			GAINES, MAUREEN			
Prop	Tax: 1					0612303	_	- 1	14.60
807	Р3341290-		Р				Prev.	Bal:	14.69
	Tax: 1		P			GAINES, MAUREER 0612303			
							Prev.	Bal:	<u>15.19</u>
	146680-		R	808 BOWLING ST		GALVAN, MIGUEL	ANGEL	FLORES	
Prop	Tax: 1					0689611	Drev	<b>D</b> 21.	201 21
1898	P3352421-		Р			GARCIA, ESTHPA		Bd1:	294.31
	Tax: 1					0653341			
							Prev.	Bal:	34.03

Page	NO:	18

Account Cycle	Parcel Id		Type Section	Property Location		Owner Name Owner Id		
	Туре	Yr/Prd	Code Meth Check No	Description	Apply		Penalty	Balance
	P3364103-		Р			GARRETT, JIMMY	′ MAC	
Prop	Tax: 1					0669832		2 64
2945	P3364104-		Р			GARRETT, JIMMY	Prev. Bal:	3.64
	Tax: 1		I			0669832	INAC	
							Prev. Bal:	1.69
	P3370450-		Р			GEORGE, SETTLE	WHITTEMORE	
Prop	Tax: 1					0680704	Drov Pol:	20 02
3131	P3366243-		Р			GIL, DALILA MA	Prev. Bal:	
	Tax: 1		•			0673022		
							Prev. Bal:	22.09
	P3364211-		Р			GILLAND, RYAN	GAGE	
Prop	Tax: 1					0669912		2 06
2054	P3354511-		Р			GILMORE, WILLI	Prev. Bal:	5.90
	Tax: 1		I			0656662		
- 1-							Prev. Bal:	2.80
	P3334525-		Р			GLOW TANNING S	ALON & SPA	
Prop	Tax: 1					0564010		F0 77
3/0	P3334526-		Р			GLOW TANNING S	Prev. Bal:	58.33
	Tax: 1		r			0564010	ALUN Q JFA	
1100						0501010	Prev. Bal:	12.76
350	P3334527-		Р			GLOW TANNING S		
Prop	Tax: 1					0564010	_	
251	D2224E20		<b>D</b>				Prev. Bal:	2.39
	P3334528- Tax: 1		Р			GLOW TANNING S 0564010	ALUN & SPA	
riop	Ιάλι Ι					0304010	Prev. Bal:	33.83
352	P3334529-		Р			GLOW TANNING S		
Prop	Tax: 1					0564010	_	
252	D1114510		2				Prev. Bal:	8.75
	P3334530- Tax: 1		Р			GLOW TANNING S 0564010	ALUN & SPA	
FTOP	Ιάλ. Ι					0104010	Prev. Bal:	1.17
4945	P3386793-		Р			GONZALEZ, ALFR		
Prop	Tax: 1					0703316	_	
(222	-2270401						Prev. Bal:	184.15
	P3378481-		Р			GONZALEZ, ALMA 0692165		
Prop	Tax: 1					0092103	Prev. Bal:	122.23
3613	P3371733-		Р			GONZALEZ, JESU		
	Tax: 1					0682784	-	
							Prev. Bal:	5.31
	P3352416-		Р			GONZALEZ, JOAQ	QUIN	
Prop	Tax: 1					0653335	Drov pol.	11 20
2956	P3364309-		Р			GONZALEZ, LUNA	Prev. Bal: ERICK L	
	Tax: 1					0670030		
							Prev. Bal:	25.57

1 ugc 110. 13	Page	NO:	19
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	Parcel Id		Type Sectio	n Property Location		Owner Name		
Cycle Date	Туре	Yr/Prd	Code Meth Check No	Description	Apply	Owner Id To Principal	Penalty	Balance
	P3366477-		Р			GONZALEZ, PACHE	ECO ELVA	
Prop	Tax: 1					0673430	Prev. Bal:	34.03
4225	P3378519-		Р			GONZALO, AVILAS		
	Tax: 1					0692219		
- 1-							Prev. Bal:	17.45
	P3400585-		Р			GOODMAN, CRYSTA		
Prop	Tax: 1					179059	1	25 72
E 2 7 0	145692-		D				Prev. Bal:	25.73
	Tax: 1		R	NEW ST		GOTHAM CITY LLC 0707649	-	
ΠΟΡ						0707045	Prev. Bal:	136.24
4148	P3377735-		Р			GRACE II		
Prop	Tax: 1					0691063		
							Prev. Bal:	51.70
	P3412378-		Р			GRAHAM DRIVE FA	AMILY CARE	
Prop	Tax: 1					379753	Prev. Bal:	37.70
7120	P3412379-		Р			GRAHAM DRIVE FA		57.70
	Tax: 1					379753		
							Prev. Bal:	1.39
8047	P3425469-		Р			GRAHAM MOBILE U	JRGENT CARE PC	
Prop	Tax: 1					482554	-	
0040	D2425470		<b></b>				Prev. Bal:	89.91
	P3425470- Tax: 1		Р			GRAHAM MOBILE U 482554	JRGENT CARE PC	
riop	1ux. 1					402334	Prev. Bal:	2.64
4194	145218-		R	E GILBREATH ST		GRAHAM, LAND HO		
Prop	Tax: 1					0691896		
1005							Prev. Bal:	30.81
	P3352583-		Р			GRANADOS, JOSE 0653709		
Ргор	Tax: 1					0055709	Prev. Bal:	5.31
2501	P3359222-		Р			GRANT, DOUGLAS		
	Tax: 1					0663378		
							Prev. Bal:	2.72
	P3359223-		Р			GRANT, DOUGLAS	LEE	
Prop	Tax: 1					0663378		2 22
7243	Р3413431-		р			GREAT WALL	Prev. Bal:	2.32
	Tax: $1$		r			383670		
	14/11 2					505010	Prev. Bal:	18.45
2680	P3361228-		Р			GRIFFIN INDUST		
Prop	Tax: 1					0666017	_	
7177	140300						Prev. Bal:	6.84
	146290-		R	200 ALBRIGHT AVE		GROVE, MICHAEL 0673243		
Prop	Tax: 1					0073243	Prev. Bal:	292.49
3576	P3371384-		Р			GUERRERO, OSCAR		
	Tax: 1					0682155		
'							Prev. Bal:	5.31

Page	NO:	20

	Parcel Id		Type Secti	on Property Location		Owner Name		
Cycle Date	Туре	Yr/Prd	Code Meth Check N	o Description	Apply	Owner Id To Principal	Penalty	Balance
	P3342693-		Р			GUEVARA, JESSY, 0620746	/AGUILAR ANA	
PTOP	Tax: 1					0020740	Prev. Bal:	5.31
	P3366416- Tax: 1		Р			GUEVARA, ROMERO 0673318		
•							Prev. Bal:	15.46
	P3339804-		Р			GULLEDGE, JAMES	S EVERETT	
·	Tax: 1			101		0602594	Prev. Bal:	47.93
	146879- Tax: 1		R	404 wade st		GUTIERREZ, BIA 0688720		101.00
E10E	146632-		n	101 CANNON CT			Prev. Bal:	121.88
	Tax: 1		R	401 CANNON ST		GUTIERREZ, BIA 0706601		319.29
4892	P3386203-		Р			GUZMAN, AYALA	Prev. Bal:	519.29
	Tax: 1					0702717	Prev. Bal:	5.31
3215	P3367080-		Р			H & R BLOCK #34		<u></u>
	Tax: 1					0674307	Prev. Bal:	80.76
	P3367081- Tax: 1		Р			H & R BLOCK #34 0674307		
							Prev. Bal:	2.34
	P3367082- Tax: 1		Р			H & R BLOCK #34 0674307		
2210	P3367083-		n				Prev. Bal:	26.07
	Tax: 1		Р			H & R BLOCK #34 0674307		2.96
2510	P3359381-		Р			HALL, DERRICK	Prev. Bal:	2.86
	Tax: 1					0663569	Prev. Bal:	29.68
5972	145976-		R	506 POMEROY ST		HALL, JAMES LE	E SR &SHIRLEY MA	
Prop	Tax: 1					14128		201 04
8326	145325-		R	1229 E HARDEN ST			Prev. Bal: DAVID JR & JUDY	301.04
	Tax: 1		ĸ	1229 E HARDEN SI		0713848		200.00
3804	P3374312-		Р			HAMLETT, STEPH	Prev. Bal:	388.66
	Tax: 1		r			0686699	EN MALACHI	
·							Prev. Bal:	48.17
	P3426866- Tax: 1		Р			HARDEN PAUL 491515		
4015	147200						Prev. Bal:	86.68
	147369- Tax: 1		R	806 TROLLINGER RD		HARDEN, JAMES 1 0692123	KANKIN HEIKS	
riop	147. I					UUJLILJ	Prev. Bal:	124.37
	134972- Tax: 1		R	912 PATTON ST		HARPER, BLAKE 1 0680591		
	· ····· ·						Prev. Bal:	200.98

Page N	lo: 21
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Owner Name	Type Section Property Location		Parcel Id	
Owner Id Apply To Principal Penalt	ode Meth Check No Description A	r/Prd	Туре	Cycle Date
HARPER, WILLIAM T	r 140 webster rd		144013-	
0674088			Tax: 1	Prop
Prev. Bal HARPER, WILLIAM TALMADGE	Р		P3396766-	5949
137463	Г		Tax: 1	
Prev. Bal				1100
HARPER, WILLIAM TALMADGE	Р		P3396767-	5950
137463			Tax: 1	Prop
Prev. Bal				
HARPER, WILLIAM TALMADGE	Р		P3396768-	
137463 Prev. Bal			Tax: 1	Prop
HARPER, WILLIAM TALMADGE	Р		P3396769-	5952
137463	I		Tax: 1	
Prev. Bal				1100
HARPER, WILLIAM TALMADGE	Р		P3396770-	5953
137463			Tax: 1	Prop
Prev. Bal				
HARPER, WILLIAM TALMADGE	Р		P3396771-	
137463			Tax: 1	Prop
Prev. Bal	Р		P3358816-	2158
HARRIS, JAMES EARL 0662813	F		Tax: 1	
Prev. Bal				нор
HARRIS, JOHN RAY	Р		Р3402823-	6388
206557			Tax: 1	
Prev. Bal				
HARRIS, JOHN RAY	Р		P3402824-	
206557			Tax: 1	Prop
Prev. Bal	Р		Р3402825-	6200
HARRIS, JOHN RAY 206557	F		Tax: 1	
Prev. Bal				нор
HARRIS, SHAUN T	Р		Р3426834-	8160
491463			Tax: 1	Prop
Prev. Bal				
HASENMILLER, DALE ANTHONY	Р		P3419462-	
446493			Tax: 1	Prop
Prev. Bal	n		Р3347086-	1/05
HAYES, KEVIN GORDON 0644700	Р		Tax: 1	
Prev. Bal			Ιάλι Ι	riup
HAYES, KEVIN GORDON	Р		Р3352744-	1917
0653999			Tax: 1	
Prev. Bal				
HAYES, KEVIN GORDON	Р		P3352745-	
0653999			Tax: 1	Prop
Prev. Bal	D		D2427025	0100
HAYNES, DAVID MARSHALL 491784	Р		Р3427035- Tax: 1	
491/04 Prev. Bal			ιαλ <b>.</b> 1	PLOP

Page	NO:	22

	Parcel Id		Type Section	n Property Location		Owner Name Owner Id		
Cycle Date	Туре	Yr/Prd	Code Meth Check No	Description	Apply	To Principal	Penalty	Balance
5517	P3391836-		Р			HAZA NE		
Prop	Tax: 1					0711189	-	
FF10	D001007		•				Prev. Bal:	3.18
	P3391837- Tax: 1		Р			HAZA NE 0711189		
riop	Tux. I					0711105	Prev. Bal:	5.96
548	131249-		R	704 ROCKWOOD DR		HEATHCOTE, BEI	RTRAN F JR	
Prop	Tax: 1					0585543	_	
7054	-2410074		<u>.</u>				Prev. Bal:	369.91
	P3419074-		Р			HENSLEY, SHANI 443253	E EUGENE	
PTOP	Tax: 1					443233	Prev. Bal:	14 41
3146	P3366419-		Р			HERNANDEZ, BE	TSAIDA	
	Tax: 1					0673321		
							Prev. Bal:	5.31
	147303-		R	321 DOGGETT DR		HERNANDEZ, FR	ANCISCO CRUZ	
Prop	Tax: 1					0644465	Drov Pol:	548 07
283	P3333480-		Р			HERNANDEZ, JOS	Prev. Bal:	
	Tax: 1					0552939		
							Prev. Bal:	5.31
	147201-		R 8	303 LARRY AVE			RIO & MARIA ALEMA	
Prop	Tax: 1					34798		210 71
7216	Р3413327-		р				Prev. Bal: DILLA MARIA ELENA	318./1
	Tax: 1		r			383480	DILLA MARIA LLENA	
	10/11 2					505100	Prev. Bal:	9.59
	P3345194-		Р			HERNANDEZ, PE	DRO	
Prop	Tax: 1					0635507	1	12.20
7500	147336-		D				Prev. Bal:	13.30
	Tax: 1		R	506 WEAVER WAY		4399	GOBERTO O & ETAL	
TTOP						1555	Prev. Bal:	543.58
5567	P3392610-		Р			HERRING, WILL	IAM ROBERT & SUE	
Prop	Tax: 1					0714757	-	
7677	147000		<b>D</b>				Prev. Bal:	1.59
	147265- Tax: 1		R 8	300 SYCAMORE RD		HODGES, KEVIN 444138		
riop	Tux. I					JULIA	Prev. Bal:	517.55
4233	P3378576-		Р			HOLT, BOBBY		
Prop	Tax: 1					0692310		
2024	1.1.000						Prev. Bal:	11.73
	144022-		R	LOO5 TODD ST		HOLT, JENNIFER	R RENE VANDYKE	
PTOP	Tax: 1					0000275	Prev. Bal:	499 59
6108	P3398786-		Р			HOPE, JAISUN I		
	Tax: 1					158664		
							Prev. Bal:	14.04
	P3359112-		Р			HORNER, MARK	ROGERS	
Prop	Tax: 1					0663254	Prev. Bal:	12.40

Page	No:	23
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			Owner Name Owner Id		Property Locati	pe Section	Ту		Parcel Id	Account Cycle
Balanc	nalty	Ре	To Principal	Apply	Description	Check No	d Code Meth	Y	Туре	
		OGERS	HORNER, MARK R				F		P3359113-	
0.0	<b>D</b> .1.	Direct	0663254						Tax: 1	Prop
8.8	Bal:						F		P3359114-	2/187
		UGERS	HORNER, MARK R 0663254				r		Tax: 1	
4.5	Bal:	Prev.								. F
			HOWELL, ANTOIN				F		P3378477-	4219
			0692158						Tax: 1	Prop
22.0	Bal:								-2202045	4620
	TRUST	MASTER	HPE DEPOSITOR 0699123				F		P3383645-	
43.1	Bal:	Drov	0099125						Tax: 1	Ριομ
-J.1	Dur		HUGHES, CAROLY		00 DOGGETT DR	5(	F		147324-	6486
			226861						Tax: 1	
395.4	Bal:	Prev.								
		RRE	HUNBERTO, AGUI				F		P3371728-	
	-		0682777						Tax: 1	Prop
5.3	Bal:	Prev.				0/			124005	(200
			HURT, ARLIE 19163		07 OAKLEY ST	0	F		134895- Tax: 1	
113.0	Bal:	Prev	19103						1ax. 1	Ριομ
115.0			IH3 PROPERTY N				F		P3347711-	1455
		••••••••	0646129						Tax: 1	
6.2	Bal:	Prev.								
	A	LEZ SOS	ILLEGARDA, TEL				F		P3386792-	
	- 1	_	0703314						Tax: 1	Prop
11.5	Bal:					1.	-		124242	E020
	EESIAIE	S W LIF	INGOLD, CHARLE 0704736		109 INGOLD DR	L.	F		134343- Tax: 1	
2.1	Bal:	Prev.	0704750						1ux. 1	riop
		TT CVT	INOGEN INC				F		P3362332-	2786
			0667558						Tax: 1	Prop
27.4	Bal:									
		TEPHEN	ISLEY, TYLER S				F		P3381944-	
2 5	<b>D</b> .1.	Direct	0697194						Tax: 1	Prop
3.5	Bal:	Prev.	ISLEY, TYLER S				F		P3381945-	1511
			0697194				r		Tax: 1	
1.5	Bal:	Prev.	0057154							тор
		LLC	IV7 PROPERTIES		15 OAKWOOD LN	51	F		146760-	5314
			0707937						Tax: 1	Prop
579.9	Bal:	Prev.								
		С	JAMES FOODS IN				F		P3355173-	
ר גר	Dol.	Drev	0657673						Tax: 1	Prop
54.3	Bal:	Prev.	JANEY, DAVID W				F		P3399810-	6162
		ATNE	169422						Tax: 1	
1.2	Bal:	Prev.	TOJALL						IUNI I	rivp
±1£		AYNE	JANEY, DAVID W				F		P3399811-	6164
			169422						Tax: 1	
2.1	Bal:	Prev.								

Page	NO:	24

	Parcel Id		Type Sectio	n Property Location		Owner Name Owner Id		
Cycle Date	Туре	Yr/Prd	Code Meth Check No	Description	Apply	To Principal	Penalty	Balance
	175829-		R	CHEEKS LN		JARA, EUSEBIA	PENA	
Prop	Tax: 1					0694241	Prev. Bal:	155.28
825	P3339952-		Р			JIMENEZ, AZUCE		155.20
	Tax: 1					0603709		
							Prev. Bal:	36.32
	P3349114-		Р			JIMENEZ, GABRI	EL	
Prop	Tax: 1					0648450		70 00
3005	135130-		R	503 poplar st		JIMENEZ, GUSTA	Prev. Bal:	20.67
	Tax: 1		Ν	JUJ FUFLAR JI		0672088	VO FOLNILS	
	14/11 -					0072000	Prev. Bal:	263.26
2704	P3361581-		Р			JIMENEZ, SERRA		
Prop	Tax: 1					0666523		
0010	52427267		•			THE HOTDOCC P	Prev. Bal:	31.32
	P3437267- Tax: 1		Р			98090	HAMBURGERS INC	
PTOP	Ιάλ. Ι					30030	Prev. Bal:	48.11
1845	144942-		R	CHEEKS LN		JOBE. JACKIE B	URKE ETAL	
	Tax: 1					0652364		
							Prev. Bal:	325.61
	145075-		R	GILBREATH ST		JOBE, JACKIE B	URKE ETAL	
Prop	Tax: 1					0652364		167 05
7866	146036-		R	POMEROY ST		JOHNSON, JACOB	Prev. Bal:	167.95
	Tax: 1		Ν			0712753	5	
						0122100	Prev. Bal:	97.16
1964	144516-		R	206 EASTWAY LN			M IRREVOC TRUST	
Prop	Tax: 1					0655094	_	
C207	52400420						Prev. Bal:	592.02
	P3400438- Tax: 1		Р			JOHNSTON, BEN 17712	LIVING IRUSI	
PTOP	Ιάλ. Ι					17712	Prev. Bal:	1.59
7975	146573-		R	OFF MOSER ST		JONES. FAMILY	IRREVOCABLE TRUS	
	Tax: 1					471652		
							Prev. Bal:	65.06
	P3345250-		Р			JONES, KENNETH		
Prop	Tax: 1					0635714		15 01
3777	P3373915-		Р			JONES, MATTHEW	Prev. Bal:	15.81
	Tax: 1		I			0686323		
							Prev. Bal:	3.57
3778	P3373916-		Р			JONES, MATTHEW		
Prop	Tax: 1					0686323	-	
2770	-2272017						Prev. Bal:	1.08
	P3373917-		Р			JONES, MATTHEW	ALAN	
ыор	Tax: 1					0686323	Prev. Bal:	11.20
3780	P3373918-		Р			JONES, MATTHEW		
	Tax: 1					0686323		
•							Prev. Bal:	8.46

Page	NO:	25
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		Owner Name	Property Location	Type Section		Parcel Id	
Balance	Penalty	Owner Id To Principal	Description	Code Meth Check No	Yr/Prd	Туре	Cycle Date
	(	JONES, ROBERT K	3 W PINE ST	R 4		135113-	6319
1 124 50		19540				Tax: 1	Prop
1,134.38	Prev. Bal: AYNE JR	JONES ROGER WA	O MILL ST	R 4		145557-	5134
		0705953		IX I		Tax: 1	
262.44	Prev. Bal:						
	JAY	JORDAN, ALBERT		Р		P3396055-	
3,14	Prev. Bal:	130311				Tax: 1	Prop
	Prev. Bal: JAY	JORDAN, ALBERT		Р		P3396056-	5898
		130311				Tax: 1	Prop
1.61	Prev. Bal:			<b>n</b>		D2200057	F 900
	JAY	JORDAN, ALBERT 130311		Р		P3396057- Tax: 1	
2.41	Prev. Bal:	190911				1ux. 1	ΠOP
	V CALE	JORDAN, MATTHEW		Р		P3374019-	3786
100 57	1	0686425				Tax: 1	Prop
	Prev. Bal:			р		P3386116-	4885
	LUPEZ CUDAS	0702289		r		Tax: 1	
15.81	Prev. Bal:						
		JUAN, JOSE SILV		Р		P3386139-	
20 10	DROV Role	0702641				Tax: 1	Prop
28.48	Prev. Bal:	JUAREZ, ALEJAND		Р		P3356751-	2224
		0659775				Tax: 1	
5.31	Prev. Bal:						
	AWN CARE LLC	JUST IN TIME LA 0692098		Р		P3378430-	
22.95	Prev. Bal:	0092098				Tax: 1	PTOP
		JUST IN TIME LA		Р		P3378431-	4211
2.07		0692098				Tax: 1	Prop
3.98	Prev. Bal:	JUST IN TIME LA		р		P3378433-	1213
	AWIN CARE LLC	0692098		r		Tax: 1	
6.45	Prev. Bal:						
	CIA A	KENDALL, PATRIC	8 EASTWAY LN	r 3		144721-	
EG0 17	DROV Role	0628913				Tax: 1	Prop
568.13	Prev. Bal:	KEPLEY, DAVID M		р		P3347050-	1400
		0644603		·		Tax: 1	
1.23	Prev. Bal:						
	PRISES E LLC	KINGDOM, ENTERP	8 WEAVER WAY	R 5		147337-	
2.88	Prev. Bal:	0691044				Tax: 1	Prop
2.00		KISSICK, DAVID	NG ST	R L		146567-	811
		0603301				Tax: 1	
58.20	Prev. Bal:			^		144740	C 114
	FAMILY TRUST*	KUENN, HAROLD C 21039	1 ESSEX DR	R 9		144749- Tax: 1	
522 70	Prev. Bal:	21033				ιαλ. Ι	rιυμ

Page	NO:	26

Account Cycle	Parcel Id		Type Section	Property Location		Owner Name Owner Id			
	Туре	Yr/Prd	Code Meth Check No	Description	Apply	To Principal	Ре	nalty	Balance
	P3356764-		Р			KUMOYAKA, VASH	ON		
Prop	Tax: 1					0659802	Dirasi	Del.	0 50
103/	171528-		R JE	RSEY ST		L &, E ENTERPR	Prev.	Bal:	9.59
	Tax: 1		K JI			0711147	1313 1	LLF	
							Prev.	Bal:	76.26
	145804-		R S	MAIN ST, B2		LAGUNAS, JOSE	N		
Prop	Tax: 1					0552766	Direct	<b>P</b> -1.	
5087	147115-		R 60	)7 e elm st		LAGUNAS, JOSE		ват:	5,576.05
	Tax: 1		κ υι			0705279	N		
	14/11 -						Prev.	Bal:	298.34
4658	144712-		R 40	)4 EDEN CT		LANE, HUNTER			
Prop	Tax: 1					0714732		-	
2040	D2254270		<b>D</b>					Bal:	17.32
	P3354278- Tax: 1		Р			LARA, MARIA IS 0656386	AREL		
riup	ιαλ. Ι					0000000	Prev.	Bal:	0.01
2041	Р3354279-		Р			LARA, MARIA IS	ABEL		0101
Prop	Tax: 1					0656386			
1000	- 2252 // 0						Prev.	Bal:	1.51
	P3352419-		Р			LASTER, TIMOTH	Y		
Ргор	Tax: 1					0653339	Drov	Bal·	14.54
4240	P3378589-		Р			LAVIAS, ANIBAL	RIOS	bur	<u></u>
	Tax: 1					0692321			
							Prev.	Bal:	5.31
	P3398870-		Р			LEA, JOHN DAVI	S JR		
Prop	Tax: 1					159740	Drov	Dol.	0 11
6116	P3398871-		Р			LEA, JOHN DAVI		bal	0.11
	Tax: 1					159740	5 51		
- 1							Prev.	Bal:	15.25
	P3331345-		Р			LEFEVRE, MICHA	EL WAYN	E	
Prop	Tax: 1					0525649		<b>-</b> -1.	1 00
1536	P3382188-		Р			LEGUIZAMON, AN	Prev.	ват:	1.89
	Tax: 1		۲			0697402	IDAL AK	TEL	
1100						0007 102	Prev.	Bal:	13.85
4537	P3382189-		Р			LEGUIZAMON, AN			
Prop	Tax: 1					0697402		_	
1000	<b></b>		_						1.58
	P3349000- Tax: 1		Р			LEON, ALFREDO 0648152	JIMENEZ		
PTOP	Ιάλ. Ι					0040132	Prev.	Bal:	26.02
2228	P3356783-		Р			LEON, LUCIO AN	ITA		
	Tax: 1					0659837			
	- 2 / / 2 = 2 /						Prev.	Bal:	12.61
	P3412794-		Р			LEON, SERGIO			
Prop	Tax: 1					382555	Drov	Ral·	20.30
							riev.	Dal	20.30

Page	NO:	27
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Account Cycle	Parcel Id		Type Sectio	on Property Location		Owner Name Owner Id			
-	Туре	Yr/Prd	Code Meth Check No	Description	Apply	To Principal	Pe	nalty	Balance
976	P3342369-		Р			LIMON, ELIAS CA	ARBALLA		
Prop	Tax: 1					0619077	Draw		12.20
818	P3339864-		Р			LIMON, LAURO	Prev.	Bal:	13.36
	Tax: 1		·			0603455			
								Bal:	11.32
	P3352860- Tax: 1		Р			LINDLEY, CHERYI 0654180	_ P		
PTOP	1ax. 1					0034100	Prev.	Bal:	1.17
1925	P3352861-		Р			LINDLEY, CHERY			
Prop	Tax: 1					0654180	_	- 1	102 50
637/	P3402531-		Р			LINENS, JERRY N		Bal:	163.58
	Tax: 1		r			20318	VATINE		
							Prev.	Bal:	0.17
	P3402532-		Р			LINENS, JERRY N	VAYNE		
Prop	Tax: 1					20318	Prev.	Bal·	23.67
127	P3332434-		Р			LITTLE BLESSING			23.07
Prop	Tax: 1					0536691			
100	D1111415		-					Bal:	1.77
	P3332435- Tax: 1		Р			LITTLE BLESSING 0536691	JS CONS.	IGNMENI	
пор	IUN. I					0550051	Prev.	Bal:	6.67
	P3378474-		Р			LONG, BOBBY			
Prop	Tax: 1					0692153	Draw	<b>D</b> al.	24.20
6301	P3401701-		Р			LONG, KEISHA LA		Bal:	24.39
	Tax: 1		·			192168			
							Prev.	Bal:	22.09
	146693- Tax: 1		R	407 SHOFFNER ST		LONG, RANDY 0645025			
PTOP	1ax. 1					0043023	Prev.	Bal:	209.89
6521	P3404664-		Р			LONGEST, RICHAN			
Prop	Tax: 1					233812	_	- 1	2.00
6522	P3404665-		Р			LONGEST, RICHAN		Bal:	2.69
	Tax: 1		r			233812		N JK	
								Bal:	1.09
	P3352588-		Р			LOPEZ, MARIA C	RUZ		
Prop	Tax: 1					0653729	Drov	Bal:	55.14
3542	P3370857-		Р			LOPEZ, MICHELLI			
	Tax: 1					0681493		_	
6701	146100		n					Bal:	4.79
	146189- Tax: 1		R	216 S MARSHALL ST		LOWERY, DENNIS 29027	L		
	· • · · ·						Prev.	Bal:	348.25
	P3426194-		Р			LOY, GREGORY			
Prop	Tax: 1					487390			28.83

Page	NO:	28

Account Cycle	Parcel Id		Type Section	on Property Location		Owner Name Owner Id			
	Туре	Yr/Prd	Code Meth Check No	Description	Apply	To Principal	Pen	alty	Balance
	P3364098-		Р			LOY, GREGORY D	ALTON		
Prop	Tax: 1					0669827	Direct	<b>n</b> .1.	17 07
12	P3331135-		Р			LOY, MICHAEL W		Bal:	13.83
	Tax: 1		r			0502537			
ΠOP						0302337	Prev.	Bal:	1.48
5259	145088-		R	1111 E GILBREATH ST		LOYBIZ PROPERT			
Prop	Tax: 1					0707496			
								Bal:	344.87
	145089-		R	E GILBREATH ST		LOYBIZ PROPERT	IES LLC		
Prop	Tax: 1					0707496	<b>D</b>	<b>-</b> .1.	257 02
5551	P3392215-		n			LUNA, ERIC ALE		Bal:	257.93
	Tax: 1		Р			0713504	ANDER		
riop	1ax. 1					0713304	Prev	Bal:	30.10
5529	P3391966-		Р			LUX VENDING	i i cui i		
	Tax: 1					0712542			
							Prev.	Bal:	55.84
	P3395425-		Р			LUXFER INC			
Prop	Tax: 1					124348			
F04C	D2205420		2			LUVEED THE	Prev.	Bal:	26,104.12
	P3395426-		Р			LUXFER INC 124348			
PTOP	Tax: 1					124340	Drov	Ral·	165.53
5847	P3395427-		Р			LUXFER INC	FICV.	bar	
	Tax: 1		•			124348			
- 1-							Prev.	Bal:	23.89
1636	P3349063-		Р			MACEDO, PASCUA			
Prop	Tax: 1					0648296			
									28.83
	P3370618-		Р			MAGANA, STEPHA	NIE HILL		
Prop	Tax: 1					0680904	Prev.	<b>D</b> -1.	0 07
1386	P3346829-		р			MAJORS, JAMES		<sup>bal.</sup>	8.97
	Tax: 1					0644224	ſ		
1100						0011221	Prev.	Bal:	17.85
4862	146153-		R	312 MELVILLE ST		MAJORS, JOHN R			
Prop	Tax: 1					0702075			
							Prev.		274.03
	146293-		R	211 ALBRIGHT AVE		MAJORS, JOHN R	OBERT HE	IRS	
Prop	Tax: 1					0702075	<b>D</b>	<b>-</b> .1.	446.00
010	P3341484-		n				Prev.	Bal:	446.86
	Tax: 1		Р			MANRIQUEZ, ANT 0613972	UNIU		
riop	147. I					UULJJIL	Prev.	Bal:	24.39
388	P3335058-		Р			MANUEL, JEFFRE			
	Tax: 1					0566762			
							Prev.	Bal:	2.37
	P3335059-		Р			MANUEL, JEFFRE	Y MARK		
Prop	Tax: 1					0566762	_		
							Prev.	Bal:	1.06

Page	NO:	29

	Parcel Id		Type Secti	on Property Location		Owner Name		
Cycle Date	Туре	Yr/Prd	Code Meth Check M	lo Description	Apply	Owner Id To Principal	Penalty	Balance
	P3335060-		Р			MANUEL, JEFFREY	MARK	
Prop	Tax: 1					0566762		29.22
391	P3335061-		Р			MANUEL, JEFFREY	Prev. Bal:	
	Tax: 1					0566762		
							Prev. Bal:	14.63
	P3433027-		Р			MAP RENTALS INC		
Prop	Tax: 1					64699	Prev. Bal:	0.06
8581	Р3433029-		Р			MAP RENTALS INC		0.00
	Tax: 1					64699		
							Prev. Bal:	8.97
	147429-		R	FLOWERS ST		MARCHISOTTO, VI	NCENT CLYDE	
Prop	Tax: 1					19458	Prev. Bal:	73.65
6316	147430-		R	FLOWERS ST		MARCHISOTTO, VI		75.05
	Tax: 1		K			19458		
							Prev. Bal:	73.51
	P3355297-		Р			MARLIN LEASING		
Prop	Tax: 1					0657855	Drov Pol.	0.26
2124	P3355298-		Р			MARLIN LEASING	Prev. Bal:	0.36
	Tax: 1					0657855		
							Prev. Bal:	50.20
	135151-		R	306 WASHINGTON ST		MARTIN, JUSTIN		
Prop	Tax: 1					0711812		240 00
461	P3335766-		Р			MARTIN, MARIA	Prev. Bal:	240.00
	Tax: 1					0578225		
							Prev. Bal:	18.67
	P3425638-		Р			MARTINEZ, ANGEL		
Prop	Tax: 1					483855		E 01
7075	149513-		R	1021 HANOVER RD		MARTINEZ, EMILI	Prev. Bal:	5.31
	Tax: 1		K			36953	.0	
							Prev. Bal:	304.87
	P3345253-		Р			MARTINEZ, JESSI	CA CECILIO	
Prop	Tax: 1					0635723		17 05
5556	P3392313-		Р			MARTINEZ, YAMIL	Prev. Bal:	17.85
	Tax: 1		I.			0713650	. 🗆 1	
							Prev. Bal:	5.31
	P3430741-		Р			MATIAS, APOLIME		
Prop	Tax: 1					514570	1	0 70
2206	P3357493-		n				Prev. Bal:	8.78
	Tax: 1		Р			MATTHEWS TREE S 0660926	EKVICE	
iioh	INAL T					0000720	Prev. Bal:	6.82
	P3374051-		Р			MAY, DALE EUGEN		
Prop	Tax: 1					0686462		
							Prev. Bal:	2.29

Account Parcel Id

Cycle

Date

#### City of Graham Property Tax Delinquent Report By Name

Type Section Property Location

Date	Туре	Yr/Prd	Code Meth Check No	0[	Description	Apply	To Principal	Penalty	Balance
	P3374052- Tax: 1		р				MAY, DALE EUGEN 0686462	E	
PTOP	Ιάλ. Ι						0000402	Prev. Bal:	1.08
	146849-		R	TOWN	BRANCH RD		MCADOO, PERCY N		
Prop	Tax: 1						22912		76 26
6500	146854-		R	600 1	TOWN BRANCH RD		MCADOO, PERCY N	Prev. Bal:	70.20
	Tax: 1						22912		
40.07	4 4 5 4 6 7			205				Prev. Bal:	171.70
	145467- Tax: 1		R	305 H	HOLT AVE		MCCAULEY, LETTY 0693216	H REVOC TRUST*	
PTOP	lax. 1						0093210	Prev. Bal:	275.29
4288	145477-		R	218 E	BANKS ST		MCCAULEY, LETTY	H REVOC TRUST*	
Prop	Tax: 1						0693216	-	
1/68	134804-		R	202 1	ΝΩΡΤΗ CT			Prev. Bal:	511.07
	Tax: 1		ĸ	302 r	NORTH ST		MEJIA, PEDRO RA 0646643	MIKEZ	
	-							Prev. Bal:	149.03
	147359-		R	417 A	ASHBURN ST		MELVIN, JOHN DA		
Prop	Tax: 1						22594		212 40
4679	134808-		R	608	POPLAR ST		MENA, JOSEPH	Prev. Bal:	212.49
	Tax: 1		K	000 1			0699573		
								Prev. Bal:	216.95
	P3370389-		Р				MENDIOLA, BREND	A TREJO	
Prop	Tax: 1						0680652	Prev. Bal:	22 83
4227	P3378521-		Р				MENDOZA, SAMUEL		
	Tax: 1						0692222		
674	-2220057							Prev. Bal:	33.41
	P3338657- Tax: 1		Р				MERRIWEATHER, T 0596997	HEODORE ROOSEVE	
riop	Ιάλι Ι						0390397	Prev. Bal:	2.67
675	P3338658-		Р					HEODORE ROOSEVE	
Prop	Tax: 1						0596997	1	2.02
8805	Р3435974-		р				MICHAEL A JAKIE	Prev. Bal:	2.03
	Tax: $1$		r				85792		
								Prev. Bal:	4.03
	P3435975-		Р				MICHAEL A JAKIE	LSKI CPA PA	
Prop	Tax: 1						85792	Drov Pol.	1 20
8807	Р3435976-		Р				MICHAEL A JAKIE	Prev. Bal:	4.29
	Tax: 1						85792		
								Prev. Bal:	10.07
	144019-		R	139 V	WEBSTER RD		MILLENNIAL, PRO	PERTIES LLC	
ыор	Tax: 1						0676338	Prev. Bal:	240,56
3331	144020-		R	1009	TODD ST		MILLENNIAL, PRO	PERTIES LLC	210130
	Tax: 1						0676338		
								Prev. Bal:	266.06

Owner Name

Owner Id

Page	No:	31
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6958 147141-         R         511 CARTER RD         MIMS, LISA EILEEN           Prop Tax:         34935         Prog           5553 P3392244-         P         MITCHELL, LARRY           Prop Tax:         1         0713534		
Prop Tax: 1       0686437         6958 147141-       R       511 CARTER RD       MIMS, LISA EILEEN         Prop Tax: 1       34935       Prop         5553 P3392244-       P       MITCHELL, LARRY         Prop Tax: 1       0713534       Prop	Penalty	Balance
Pro 6958 147141- R 511 CARTER RD MIMS, LISA EILEEN Prop Tax: 1 5553 P3392244- P MITCHELL, LARRY Prop Tax: 1 0713534 Pro		
6958 147141-         R         511 CARTER RD         MIMS, LISA EILEEN           Prop Tax:         1         34935         Pre           5553 P3392244-         P         MITCHELL, LARRY         Pre           Prop Tax:         1         0713534         Pre	w Pole	12 22
Prop Tax:         1         34935         Pre           5553 P3392244-         P         MITCHELL, LARRY         Pre           Prop Tax:         1         0713534         Pre	. Dal. =	13.22
5553 P3392244-         P         MITCHELL, LARRY           Prop Tax:         1         0713534           Pre         Pre	_	
Prop Tax: 1 0713534 Pre	ev. Bal:_	385.45
Pre		
	ev. Bal:_	5.31
5428 P3391329- P MJCAKS INCS		
Prop Tax: 1 0709904	v Bal:	118.35
5429 P3391330- P MJCAKS INCS	=	110100
Prop Tax: 1 0709904	- 1	20.04
3397 P3368899- P MONTERO, DANIEL	ev. Bal: _	30.94
Prop Tax: 1 0678543		
		10.81
997 P3342549-         P         MONTESDEOCA, JOSEF2           Prop Tax:         1         0620350	INA	
	ev. Bal:	12.34
4224 P33/8516- P MONTOYA, EDITH CRU2	=	
Prop Tax: 1 0692216	w Pole	35.56
7540 131785- R 525 WILDWOOD LN MOORE, EMMIT T JR &		
Prop Tax: 1 0714874		
	ev. Bal:_	685.79
1831         146593-         R         409 WALKER ST         MORA, SERGIO           Prop Tax:         1         0652170		
Pre	ev. Bal:_	190.30
7746 P3420659- P MORA, SUSANA		
Prop Tax: 1 457474 Pre	ev. Bal:_	5.31
4239 P3378588- P MORALES, AURELIO		
Prop Tax: 1 0692320		20 67
959 P3342110- P MORENO, JEANETTE MA	RIE	20.67
Prop Tax: 1 0618048		
	ev. Bal:_	11.63
8711 P3434914-         P         MORROW, LORETTA           Prop Tax:         1         78185		
	ev. Bal:_	25.46
6585 146423- R 108 RIVER ST MORROW, PATSY HEIRS		
Prop Tax: 1 25063	w Bal·	76 26
4315 131011- R 1851 MURPHY CT MOSER, JUDY C HEIRS	;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;	76.26
Prop Tax: 1 0693756		
Pre 3611 p3371729- P MUNOZ, EFRAIN	ev. Bal:_	783.76
3611 P3371729-         P         MUNOZ, EFRAIN           Prop Tax:         1         0682778		
	ev. Bal:_	5.31

Page	No:	32
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	Parcel Id		Type Section	Property Location		Owner Name		
Cycle Date	Туре	Yr/Prd	Code Meth Check No	Description	Apply	Owner Id To Principal	Penalty	Balance
	144321-		R 1	515 S MAIN ST		MURILLO, JOSE 0598567	FERNANDO	
Ριυμ	) Tax: 1					0390307	Prev. Bal:	442.82
	144312-		R S	MAIN ST		MURILLO, JOSE	FERNANDO	
Prop	) Tax: 1					0664889	Prev. Bal:	250 00
1119	144952-		R S	01 E GILBREATH ST		MURPHY, RONNIE		230.30
Prop	) Tax: 1					0625820	1	E 42 . 02
2708	P3361591-		Р			MYRICK, JAMES	Prev. Bal:	542.93
	Tax: 1		r			0666559		
							Prev. Bal:	26.02
	P3361229-		Р			MYRNA A HILL 0666018		
FTOP	/ Tax. 1					000010	Prev. Bal:	13.78
	P3361230- Tax: 1		Р			MYRNA A HILL 0666018		
							Prev. Bal:	4.15
	147647-		RT	ROLLINGER RD		NARANG, MONICA	S	
Prop	) Tax: 1					0595190	Prev. Bal:	201.14
1797	P3351026-		Р			NC MANLIFT LLC		
Prop	) Tax: 1					0651527		2 51
1053	146790-		R 4	14 HARDEN ST		NEW. MOUNT 7TO	Prev. Bal: N CHRISTIAN CHRC	5.51
	Tax: 1		ĸ			0709870		
1000	D0011000		<b>_</b>			NT.CVT N T770	Prev. Bal:	101.74
	P3351992- Tax: 1		Р			NICKI M IZZO 0652761		
							Prev. Bal:	6.39
	P3351994-		Р			NICKI M IZZO		
Prop	) Tax: 1					0652761	Prev. Bal:	14.76
1862	Р3351995-		Р			NICKI M IZZO		11170
Prop	) Tax: 1					0652761	<b>P P</b> .].	20 40
7367	P3415107-		Р			NORTON, CHRIST	Prev. Bal:	29.48
	Tax: 1					405053		
0.4.4							Prev. Bal:	8.87
	P3341863-		Р			NOVA TECH INTE 0616250	RNATIONAL LLC	
ΠΟΡ						0010230	Prev. Bal:	0.01
	P3341866-		Р			NOVA TECH INTE 0616250	RNATIONAL LLC	
							Prev. Bal:	1.57
	P3348159-		Р			OASIS COUNCELI	NG CENTER	
чор 100	) Tax: 1					0646843	Prev. Bal:	5.16
	P3348161-		Р			OASIS COUNCELI		
Prop	) Tax: 1					0646843		C 01
							Prev. Bal:	6.91

Page	No:	33
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Account Cycle	Parcel Id		Type Section	Property Location		Owner Name Owner Id		
	Туре	Yr/Prd	Code Meth Check No	Description	Apply		Penalty	Balance
	P3409691-		Р			OBAUGH, JOSHUA	KEITH	
Prop	Tax: 1					334832	Prev. Bal:	1 10
6169	P3399833-		Р			OFFICE MACHINES		1.10
	Tax: 1					169679		
							Prev. Bal:	1.55
	P3399834-		Р				S & SYSTEMS INC	
Prop	Tax: 1					169679		1 64
1298	145030-		R 1	885 EDGEWOOD LN		OLLARI, MICHAEL	Prev. Bal:	1.64
	Tax: 1		K 1	COJ EDGEWOOD EN		0638738	- W	
							Prev. Bal:	762.27
	P3386204-		Р			ORDONEZ, DORIS		
Prop	Tax: 1					0702718	1	
173	P3335959-		Р			ORR, MARCUS SAM	Prev. Bal:	7.34
	Tax: 1		r			0579711	10EL	
1100						0010111	Prev. Bal:	2.63
1922	P3352835-		Р			ORR, MARCUS SAM		
Prop	Tax: 1					0654137		
6453	D2402070		<b>D</b>				Prev. Bal:	8.35
	P3403879- Tax: 1		Р			ORR, SAMUEL EDG 219067	JAK	
riop	Ιάλ. Ι					213007	Prev. Bal:	12.22
4516	P3381993-		Р			ORTEGA, CASTILL		
Prop	Tax: 1					0697241		
2704	- 227 (000						Prev. Bal:	15.37
	P3374068- Tax: 1		Р			ORTEGA, DAVID C 0686475	LASTILLO	
PTOP	1ax. 1					0000475	Prev. Bal:	7.97
2131	P3355327-		Р			OWENS, KELLIE C		
Prop	Tax: 1					0657896		
	- 220224 /						Prev. Bal:	4.23
	P3392314-		Р			PACHECO, ASTERI 0713651	IO SANCHEZ	
PTOP	Tax: 1					0/13031	Prev. Bal:	5.40
3161	P3366479-		Р			PACHECO, FELIPE		<u></u>
	Tax: 1					0673432		
							Prev. Bal:	8.83
	P3425586-		Р			PACHECO, JOSE		
Prop	Tax: 1					483395	Prev. Bal:	0 13
59	P3331598-		Р			PACHECO JOSE H	IORACIO-SANTIAGO	9.13
	Tax: 1		·			0527613	1010101010101111100	
							Prev. Bal:	20.67
	P3407222-		Р			PACHECO, OSCAR	M	
Prop	Tax: 1					28203		F 00
6710	Р3407223-		Р			PACHECO, OSCAR	Prev. Bal:	5.09
	Tax: 1		r.			28203	М	
	· · · · ·						Prev. Bal:	5.16

Page	No:	34
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	Parcel Id		Type Section	on Property Location		Owner Name		
Cycle Date	Туре	Yr/Prd	Code Meth Check No	Description	Apply	Owner Id To Principal	Penalty	Balance
6713	P3407224-		Р			PACHECO, OSCAR	R M	
Prop	Tax: 1					28203	1	
671	. P3338605-		Р			PACHECO, OSCAR	Prev. Bal:	1.14
	Tax: 1		r			0596554	MANUEL	
							Prev. Bal:	4.74
	P3338606-		Р			PACHECO, OSCAR	MANUEL	
Prop	Tax: 1					0596554	Prev. Bal:	19.56
3515	P3370427-		Р			PACK, BRANDON		
Prop	Tax: 1					0680683	1	10.00
8381	P3430224-		Р			PAHUA, ALEJAND	Prev. Bal:	19.36
	Tax: 1		r			507806		
							Prev. Bal:	28.31
	P3392212-		Р			PAHUA, OMAR		
Prop	Tax: 1					0713501	Prev. Bal:	24 29
286	P3333507-		Р			PALACIO, JULIA		
	Tax: 1					0553035		
7670	140005		_	115 HOLED OF			Prev. Bal:	20.30
	146865- Tax: 1		R	415 MOSER ST		PARKS, LEIBURN 444286	1]	
FTOP	1 I I I					44200	Prev. Bal:	362.03
479	P3335990-		Р			PARKS, ROBERT		
Prop	Tax: 1					0579762	P P. 1.	1 (0
8205	Р3427141-		Р			PARMLEY, JERMA	Prev. Bal:	1.69
	Tax: $1$		ſ			492198		
							Prev. Bal:	23.31
	P3392209-		Р			PASCUAL, EUSEB	BIO	
Prop	Tax: 1					0713498	Prev. Bal:	24.39
3155	P3366473-		Р			PASCUAL, MEJIA		
Prop	Tax: 1					0673426	_	
2157	P3366475-		D			PASCUAL, TELLE	Prev. Bal:	22.44
	Tax: 1		Р			0673428	Z RUSALBA	
						0010120	Prev. Bal:	9.59
	P3337327-		Р			PATRICIO, MIGU	JEL	
Prop	Tax: 1					0588539	Prev. Bal:	20 10
699	144377-		R	220 ANDREWS AVE		PATTERSON, GLE		30.10
	Tax: 1					0598594		
	144054						Prev. Bal:	363.99
	144851-		R	OLD FARM RD		PATTERSON, GLE 0598594	INN E TRUSTEE	
РГОР	Tax: 1					0330334	Prev. Bal:	18.63
709	134664-		R	316 DENNY CIR		PATTERSON, KAR	REN TERESA FOUST	
Prop	Tax: 1					0598832		
							Prev. Bal:	745.72

Page	No:	35
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	Parcel Id		Type Section	n Property Location		Owner Name Owner Id		
Cycle Date	Туре	Yr/Prd	Code Meth Check No	Description	Apply		Penalty	Balance
	P3349412-		Р			PAYNE PRIDE INC	2	
Prop	Tax: 1					0648978		2 00
1892	P3352415-		Р			PELKEY, RICHARD	Prev. Bal:	5.90
	Tax: 1					0653334		
5260	146421		- 1				Prev. Bal:	
	146431- Tax: 1		R 1	LOO3 JEFFREYS ST		PENA, RENE ALE: 0708572	JANDRO CASTANEDA	
FTOP	ιαλ. Ι					0700372	Prev. Bal:	89.75
	P3339958-		Р				TERESA NANCE	
Prop	Tax: 1					0603730		24 02
4226	P3378520-		Р			PEREZ, JAMIE RA	Prev. Bal:	34.03
	Tax: 1					0692221		
							Prev. Bal:	17.45
	131387- Tax: 1		R 7	715 RALPH GRAHAM DR		PEREZ, NELSON A 0703111	Ą	
PTOP	1ax. 1					0703111	Prev. Bal:	830.97
1000	P3342628-		Р			PEREZ, RAMOS JO		
Prop	Tax: 1					0620573		22.00
3158	P3366476-		Р			PEREZ, SOSA RAM	Prev. Bal:	22.09
	Tax: 1		,			0673429		
				-			Prev. Bal:	8.98
	145553-		R 2	23 W MARKET ST		PERLA, CARLOS D 0556450	DE JESUS	
PTOP	Tax: 1					0330430	Prev. Bal:	594.76
8793	P3435817-		Р			PHILLIPS, GEORG		
Prop	Tax: 1					84244	1	c . 20
2221	P3356658-		Р				Prev. Bal: Z ALEJANDRINIA	6.38
	Tax: 1		ſ			0659639		
							Prev. Bal:	10.41
	P3382001-		Р			PJILLIPS, JACO	3 MICHAEL	
Prop	Tax: 1					0697248	Prev. Bal:	3.58
4740	147127-		RC	CARTER RD		POOLE, WILMA O		
Prop	Tax: 1					0700469	1	
651/	147422-		R 1	123 FLOWERS ST		PORTER, CHRISTO	Prev. Bal:	76.26
	Tax: 1		л <u>л</u>	LZJ FLOWLKS ST		23277		
							Prev. Bal:	1.30
	P3404607-		Р			PORTER, CHRISTO	OPHER LYNN	
Prop	Tax: 1					23277	Prev. Bal:	0.05
6516	P3404608-		Р			PORTER, CHRISTO		0.05
	Tax: 1					23277		
4075	144043						Prev. Bal:	7.62
	144043- Tax: 1		R 1	LO9 FLORENCE ST		POTEAT, MARK 0703869		
iiup	IUNI I					0103003	Prev. Bal:	111.28

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	Parcel Id		Туре	e Section	Property Location		Owner Name Owner Id		
Cycle Date	Туре	Yr/Prd	Code Meth C	Check No	Description	Apply	To Principal	Penalty	Balance
	P3401583-		Р				POWELL, TRINA	DARLENE	
Prop	Tax: 1						190896	Prev. Bal:	2.93
	P3392192- Tax: 1		Р				PRICE, HOPE 0713435		
								Prev. Bal:	16.13
	P3436805-		Р				PRICE, NANCY H		
	Tax: 1						92694	Prev. Bal:	18.97
	147377- Tax: 1		R	11	23 e elm st		PRUITT, JOHNNY 0695039	LJR	
110p							0055055	Prev. Bal:	930.12
	P3378587- Tax: 1		Р				PUELLO, MARLEN 0692319		
2121	140040		_	<b>F</b> /				Prev. Bal:	5.40
	146949- Tax: 1		R	5(	)1 E HANOVER RD		PULLEN, GRACIE 0657822		
1283	P3380461-		Р				QUEVEDO, PAVON	Prev. Bal:	245.59
	Tax: 1		r				0695092	Prev. Bal:	15.17
4385	P3380463-		Р				QUEVEDO, PAVON		13.11
	Tax: 1						0695092	Prev. Bal:	6.55
130	P3332463-		Р				QUINTERO, MARI		
Prop	Tax: 1						0538369		1/ 27
1452	135184-		R	33	16 POPLAR ST		RAMIREZ. MARIA	Prev. Bal: ADELA BERRIOS	14.37
	Tax: 1						0711255		
6251	145027-		P	0/				Prev. Bal:	235.21
	Tax: 1		R	00	)9 MARTIN AVE		RAMSEUR, DOUGL 198730	AS DUNALD	
								Prev. Bal:	613.44
	P3391253- Tax: 1		Р				RANCOURT, DAVI 0709471		
274	P3334934-		D					Prev. Bal:	2.43
	Tax: 1		Р				RANPAK CORP 0565868		
								Prev. Bal:	20.55
	131682-		R	53	36 LITTLE CREEK DR		REAVIS, JERRIE	P	
	Tax: 1						50568	Prev. Bal:	989.15
	171324- Tax: 1		R	W	HARDEN ST		REXHEPI, ENVER 0527382		
PTOP	1ax. 1						0327302	Prev. Bal:	662.76
	146407-		R	60	)8 MELVILLE ST		REXTLEPI, ENVE		
Prop	Tax: 1						0628991	Drov Pol.	100 61
8211	P3427161-		Р				RICH, LISA D	Prev. Bal:	199.01
	Tax: 1						492256	<u> </u>	
								Prev. Bal:	5.31

Page	NO:	37
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	Parcel Id		Type Section	n Property Location		Owner Name		
Cycle Date	Туре	Yr/Prd	Code Meth Check No	Description	Apply	Owner Id To Principal	Penalty	Balance
	146794-		R	FOWN BRANCH RD		RICHMOND, KERRY	′F	
Prop	Tax: 1					0699768		10 [1
4683	146797-		R	E HARDEN ST		RICHMOND, KERRY	Prev. Bal:	18.51
	Tax: 1		i i i i i i i i i i i i i i i i i i i			0699768	•	
							Prev. Bal:	18.51
	146816-		RI	E ELM ST		RICHMOND, KERRY 0699768	′F	
PTOP	Tax: 1					0099700	Prev. Bal:	111.36
4980	146819-		R	FOWN BRANCH RD		RICHMOND, KERRY	′ F	
Prop	Tax: 1					0703891		
6250	1///11		n				Prev. Bal:	18.51
	144411- Tax: 1		R	LOG SOUTHWOOD CT		RIDDICK, VALERI 198521	E STADLEK	
1100						190921	Prev. Bal:	547.97
	P3426749-		Р			RIGGAN KATIE		
Prop	Tax: 1					491332		0.02
8147	P3426750-		Р			RIGGAN KATIE	Prev. Bal:	0.02
	Tax: 1					491332		
							Prev. Bal:	2.58
	P3390077-		Р			RILEY, RICKY DO	DNNELL	
Prop	Tax: 1					0707771	Prev. Bal:	6.18
5299	P3390078-		Р			RILEY, RICKY DO		
Prop	Tax: 1					0707771		
6242	P3401018-		n				Prev. Bal:	2.48
	Tax: 1		Р			RIMMER, RONALD 184042	LYNN	
							Prev. Bal:	0.26
	P3401019-		Р			RIMMER, RONALD		
Prop	Tax: 1					184042	Prev. Bal:	36.18
6801	145635-		R	803 n main st		RITCHIE, JAMES		
	Tax: 1					29803		
2525	1 5 3 6 4 3						Prev. Bal:	234.94
	152042- Tax: 1		R	FRANQUIL CT		RIVER, WALK 54 0664012	LLC	
PTOP	1ax. 1					0004012	Prev. Bal:	220.64
2536	176784-		R	RIVERWALK DR		RIVER, WALK 54	LLC	
Prop	Tax: 1					0664012		
2527	176700		n				Prev. Bal:	529.89
	176788- Tax: 1		R	1987 RIVERWALK DR		RIVER, WALK 54 0708990	LLC	
ΠOP						0700550	Prev. Bal:	30.31
	P3367291-		Р			RIVERA EUCARIO	ALMANZA	
Prop	Tax: 1					0674505		20 00
3798	P3374192-		Р			ROBBINS, CHRIST	Prev. Bal:	28.00
	Tax: 1					0686591		
·							Prev. Bal:	5.31

Page	No:	38
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Account Cycle	Parcel Id		Type Sectio	n Property Location		Owner Name Owner Id			
	Туре	Yr/Prd	Code Meth Check No	Description	Apply	To Principal	Per	nalty	Balance
7520	146454-		R	1110 JEFFREYS ST		ROGERS, ANDY D	ETAL		
Prop	Tax: 1					435961		_	
								Bal:	82.68
	146901-		R	WADE ST		ROGERS, ANDY D	ETAL		
Ргор	Tax: 1					435961	Drov	Bal:	18 51
2950	P3364198-		Р			ROGERS, DAQUAN			10.J1
	Tax: 1					0669899			
- 1-							Prev.	Bal:	3.28
3679	135250-		R	NORTH ST		ROLL, DEVELOPM	ENT LLC		
Prop	Tax: 1					0683668		_	
2502	- 225 0 2 2 0						Prev.	Bal:	52.20
	P3359239-		Р			ROSE, MELVIN C	LAUD		
Ргор	Tax: 1					0663391	Drov	Pal·	1 03
5829	P3395353-		Р			RUMPLE, WILLIA	M TERRY	Bal:	1.95
	Tax: 1		I			123851			
							Prev.	Bal:	6.74
1640	P3349082-		Р			SALGADO, ISAIA	S		
Prop	Tax: 1					0648345			
							Prev.	Bal:	5.31
	P3356278-		Р			SAMS MITHT MAKE	2 INC		
Prop	Tax: 1					0659276	Dirat	Dol.	20 04
210/	P3356279-		Р			SAMS MINI MART		Bal:	20.84
	Tax: 1		r			0659276	ZINC		
тор	IUN: I					0055270	Prev.	Bal:	7.96
1897	P3352420-		Р			SANCHEZ, VERON			
Prop	Tax: 1					0653340		,	
							Prev.	Bal:	31.32
	145928-		R	404 N MAIN ST		SANKOFA, RUMAR	MAIN ST	Γ	
Prop	Tax: 1					0707349	_	- 1	
2624	140000		<b>n</b>			CANTTACO 1000	Prev.		766.84
	146033- Tax: 1		R	600 HOLLOW ST		SANTIAGO, JOSE 0683140	CARLUS	2	
PTOP	1ax. 1					0003140	Prev.	Ral·	331.04
4175	146027-		R	602 HOLLOW ST		SANTIAGO, JOSE			JJ1.04
	Tax: 1		K			0691742	0, 11200	0/11/1/11/1	
- 1-							Prev.	Bal:	279.56
3408	P3369004-		Р			SANTOS SOLORZA	NO		
Prop	Tax: 1					0678666		_	
							Prev.	Bal:	0.02
	P3369005-		Р			SANTOS SOLORZA	NO		
Ргор	Tax: 1					0678666	Drov	Pole	1 60
3410	P3369006-		Р			SANTOS SOLORZA	Prev.	Dal	1.68
	Tax: 1		I.			0678666	10		
1100							Prev.	Bal:	1.06
5226	145955-		R	602 NEW ST		SANTOS, DELFIN			
Prop	Tax: 1					0706921			
							Prev.	Bal:	184.09

Page	NO:	39

Account Cycle	Parcel Id		Type Sect	tion Property Location		Owner Name Owner Id		
	Туре	Yr/Prd	Code Meth Check	No Description	Apply		Penalty	Balance
	146590-		R	403 WALKER AVE		SATTERFIELD, Q	UEEN E HEIRS	
Prop	Tax: 1					435348	Prev. Bal:	110 11
5448	P3391540-		Р			SCOTT, THOMAS		
	Tax: 1					0710154		
							Prev. Bal:	0.02
	P3391541-		Р			SCOTT, THOMAS	D	
Prop	Tax: 1					0710154	Prev. Bal:	2.64
8370	P3430089-		Р			SECURUS TECHNO		2.04
	Tax: 1					506381		
							Prev. Bal:	20.26
	P3386115-		Р				UEZ HERRERA	
Prop	Tax: 1					0702288	Prev. Bal:	15 81
1249	P3345212-		Р			SERRATO, JUANA	SANTIAGO	
	Tax: 1		·			0635583	0, 11, 2, 100	
							Prev. Bal:	14.54
	134748-		R	511 W PINE ST		SHAKS, PROPERT	TES LLC	
Prop	Tax: 1					0697054	Drov Pol.	825 05
4497	134750-		R	508 w harden st		SHAKS, PROPERT	Prev. Bal:	023.03
	Tax: 1		ĸ	JUU W HANDEN JI		0697054		
·							Prev. Bal:	1,335.58
	P3369152-		Р			SHARPE, JOHN		
Prop	Tax: 1					0678797	Drov Pol	F 71
5554	P3392288-		Р			SHEFFIELD, KEV	Prev. Bal:	<u></u>
	Tax: 1		·			0713614		
·							Prev. Bal:	23.97
	P3400782-		Р			SHEVLIN, RICHA	RD	
Prop	Tax: 1					181428	Prev. Bal:	0.26
6235	P3400783-		Р			SHEVLIN, RICHA		0.20
	Tax: 1					181428		
							Prev. Bal:	35.81
	P3336095-		Р			SILOS, EVANGEL	OS HARRY	
Prop	Tax: 1					0580114	Drov Pol.	1 20
486	P3336096-		р			SILOS, EVANGEL	Prev. Bal:	1.20
	Tax: 1		I			0580114		
·							Prev. Bal:	1.16
	P3335805-		Р			SIMMONS, DAVID		
Prop	Tax: 1					0578365		24 02
6000	152625-		R	1117 SALLY DR		SIZEMORE BROTH	Prev. Bal:	54.03
	Tax: 1		N	III JALLI DA		1451	LNJ, LLC	
							Prev. Bal:	124.37
	152636-		R	SALLY DR		SIZEMORE, OPER		
Prop	Tax: 1					4325	1	404 0=
							Prev. Bal:	124.37

			Type Section	Property Location	Owner Owne			
ycle Date	Туре	Yr/Prd	Code Meth Check No	Description			Penalty	Balance
	152637- Tax: 1		R J	OE CT		ORE, OPERA <sup>.</sup> 4325	TIONS LLC	
пор	1ux: 1					TJLJ	Prev. Bal:	124.37
7785	P3421045-		Р		SMITH	, BRANDON		
Prop	Tax: 1					9853		
							Prev. Bal:	14.98
	145819-		R S	MAPLE ST		, TODD ALL	EN	
Prop	Tax: 1					2259		0 56
3760	Р3373847-		Р		СМТТЦ	, TONYA E	Prev. Bal:	0.56
	Tax: $1$		r			6225		
						0220	Prev. Bal:	2.04
3380	P3368780-		Р		SMITT	YS HOMEMAD	E ICE CREAM LLC	
Prop	Tax: 1				067	8181		
							Prev. Bal:	41.65
	P3368781-		Р				E ICE CREAM LLC	
Prop	Tax: 1				067	8181		0.40
3282	P3368782-		Р		СМТТТ		Prev. Bal: E ICE CREAM LLC	9.48
	Tax: 1		r			8181	E ICE CREAM LLC	
пор	1ux: 1				007	5101	Prev. Bal:	52.60
4858	145866-		R 1	23 N MAIN ST	SMITT	YS, HOMEMA	DE ICE CREAM LL	
	Tax: 1					2048		
							Prev. Bal:	628.98
	P3343433-		Р				VICE INC	
Prop	Tax: 1				062	5795	1	
0105	D242C4E0		<b>D</b>		COL 414		Prev. Bal:	4.54
	P3426459- Tax: 1		Р			9538	ESTRADA	
FTOP	ιαλ. Ι				-0-	1110	Prev. Bal:	5.31
4931	145655-		R 2	19 w parker st	SOLOM	AN. KAREN		
	Tax: 1					3131		
·							Prev. Bal:	401.15
	134799-		R N	ORTH CT			OS ANTONIO	
Prop	Tax: 1				062	5606	1	100.01
2507	D000001		<b>D</b>		CONCA		Prev. Bal:	108.91
	P3359251- Tax: 1		Р			VATH, LAMO 3406	U	
PTOP	1ax. 1				000.	3400	Prev Bal·	1 48
2508	P3359252-		Р		SOMSA	VATH, LAMO	Prev. Bal:	1.40
	Tax: 1		•			3406	•	
·							Prev. Bal:	1.80
	P3374041-		Р			NFELD, JOH	N	
Prop	Tax: 1				068	6447	1	<b></b>
1005	D22400C2				COC 1		Prev. Bal:	25.44
	P3349062-		Р			ALEJANDRO	Υ	
PIOP	Tax: 1				004	8295	Prev Bal.	21 22
3257	174752-		R D	ARRELL DR	5054	ALEXANDER	Prev. Bal:	<u></u>
5251						4444		
Prop	Tax: T				001			

Page	No:	41
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	Parcel Id		Type Section	n Property Location		Owner Name		
Cycle Date	Туре	Yr/Prd	Code Meth Check No	Description	Apply	Owner Id To Principal	Penalty	Balance
	P3355674-		Р			SOSA, AMELIA		
Prop	Tax: 1					0658457	Drov Pal.	0 12
828	P3339959-		Р			SOSA, AURELIAN	Prev. Bal: O JIMENEZ	9.13
	Tax: 1					0603735		
21/15	P3366418-		n				Prev. Bal:	5.31
	Tax: 1		Р			SOSA, EFRAIN 0673320		
							Prev. Bal:	7.96
	P3378575-		Р			SOSA, EFRAIN &	ROS TOMERO	
Prop	Tax: 1					0692309	Prev. Bal:	5.31
4399	P3380624-		Р			SOSA, JOSE		
Prop	Tax: 1					0695456		20.07
465	P3335807-		Р			SOSA, JOSE PER	Prev. Bal:	28.8/
	Tax: 1					0578371		
1510	121620			1110 000			Prev. Bal:	22.44
	131638- Tax: 1		R	1140 GANT RD		SOSA, LORENZO 0647370		
ΠΟΡ	1ux. 1					007/5/0	Prev. Bal:	267.45
	P3337547-		Р			SOSA, PEREZ RA		
Prop	Tax: 1					0589105	Prev. Bal:	<b>8</b> 16
4398	P3380623-		Р			SOSA, RAUL	FIEV. Bal.	0.10
Prop	Tax: 1					0695455	-	
1001	P3352414-		Р				Prev. Bal:	28.83
	Tax: 1		r			SOSA, REYNALDO 0653333	505A	
							Prev. Bal:	23.97
	P3392191- Tax: 1		Р			SOSA, ROMUALDO 0713434	l	
PTOP	1ax. 1					0713434	Prev. Bal:	21.07
	P3413827-		Р			SOSA, ROMUALDO		
Prop	Tax: 1					384598	Drov Poly	21 07
6909	146831-		R	E ELM ST		SOUTH, CREEK L	Prev. Bal:	21.07
	Tax: 1					33497		
205	D222E1/2		D				Prev. Bal:	23.35
	P3335143- Tax: 1		Р			SPECTRUM SOUTH 0567303	EAST LLC	
							Prev. Bal:	209.05
	P3335144-		Р			SPECTRUM SOUTH	EAST LLC	
Prop	Tax: 1					0567303	Prev. Bal:	48 30
397	P3335145-		Р			SPECTRUM SOUTH	EAST LLC	101.50
Prop	Tax: 1					0567303	P	47 00
202	P3335146-		Р			SPECTRUM SOUTH	Prev. Bal:	17.00
	Tax: 1		ſ			0567303		
							Prev. Bal:	30.77

Page	NO:	42
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	Parcel Id		Type Sect	ion F	Property Location		Owner Name		
Cycle Date	Туре	Yr/Prd	Code Meth Check	No	Description	Аррไу	Owner Id To Principal	Penalty	Balance
1866	143813-		R	414	WILDWOOD LN		SPERRY, KEVIN	K	
Prop	Tax: 1						0652961	_	
10.00	104770							Prev. Bal:	854.15
	134770-		R	505	GRAHAM DR		STATON, TAMMIE 0703754	WRIGHT	
Ριομ	Tax: 1						0703734	Prev. Bal:	340 86
2684	135162-		R	305	5 WASHINGTON ST		STEELE, SILAS	MITCHEL	<u> </u>
	Tax: 1						0713716	-	
								Prev. Bal:	338.99
	P3382149-		Р				STEINS, JERRY	CHARLES	
Prop	Tax: 1						0697366	DROV Bol	1/ 02
4532	P3382150-		Р				STEINS, JERRY	Prev. Bal:	14.03
	Tax: 1		ſ				0697366	CHARLES	
								Prev. Bal:	10.44
3655	P3372208-		Р					OBINSON SR	
Prop	Tax: 1						0683340		
1070	1 4 5 4 4 1		<b>D</b>	100				Prev. Bal: _	/4.12
	145441- Tax: 1		R	406	5 S MAPLE ST		STEWART, GARY 0652271	LEE	
PTOP	Iax. I						0032271	Prev. Bal:	331.94
558	146472-		R	312	2 FIELD ST		STOKES, ADDIE	HEIRS	
Prop	Tax: 1						0586894		
								Prev. Bal:	118.24
	P3409731-		Р				STOKES, OBIE L	EE III	
Prop	Tax: 1						33546	Drov Pol.	20 30
4397	146451-		R	JFF	FRIES ST		STOKES, OBIE L	FF TTT HETRS	20.30
	Tax: 1			•			0695446		
								Prev. Bal:	71.70
	P3398677-		Р				STOREY CONCRET	E INC	
Prop	Tax: 1						157310		210 04
6101	P3398678-		р				STOREY CONCRET	Prev. Bal: _	319.94
	Tax: 1		F				157310		
								Prev. Bal:	1.44
2910	P3363813-		Р				TAIMOOR ENTERP		
Prop	Tax: 1						0669524	_	
2014	D11017						TATMOOD ENTERD	Prev. Bal: _	0.07
	P3363817- Tax: 1		Р				TAIMOOR ENTERP 0669524	RISE INC	
FTOP	1ax. 1						0003324	Prev. Bal:	9.29
3166	P3366527-		Р				TALIA, MARTINA		
	Tax: 1						0673498		
								Prev. Bal:	5.31
	P3335956-		Р				TALLEY, PHILLI	P EICHLER	
Prop	Tax: 1						0579710	Drov Poly	0.03
170	P3335958-		Р				TALLEY, PHILLI	Prev. Bal: _	0.03
4//	1 3 3 3 3 3 3 3 0 -						TALLET, THILLE		
	Tax: 1						0579710		

Page No	:	43
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	Parcel Id		Type Section	Property Location		Owner Owne				
Cycle Date	Туре	Yr/Prd	Code Meth Check No	Description	Apply			Pe	nalty	Balance
	P3333529-		Р				, CAROLIN	IA		
Prop	Tax: 1					055	3141	Drov	p.l.	7 /5
8724	P3435103-		Р			TAR H	EEL DRUG	INC	Dal	7.45
	Tax: 1					7	9763			
0775	D2/2510/		n					Prev.	Bal:	15.16
	P3435104- Tax: 1		Р			так н 7	EEL DRUG	INC		
i i op								Prev.	Bal:	87.17
	P3435105-		Р			TAR H	EEL DRUG	INC		
Prop	Tax: 1					7	9763	Drov	Pal·	21.42
8727	P3435106-		Р			TAR H	EEL DRUG	INC	bai	21.42
	Tax: 1					7	9763			
0710	52425107		•			<b>TAB</b> 11		Prev.	Bal:	23.27
	P3435107- Tax: 1		Р			так н 7	EEL DRUG	INC		
ΠOP								Prev.	Bal:	41.44
	P3435108-		Р			TAR H	EEL DRUG	INC		
Prop	Tax: 1					7		Drov	Dol.	21 55
5917	P3396414-		Р			TATE	DENNY C M	ID Prev.	bal	31.55
	Tax: 1						3886			
F010	52206415							Prev.	Bal:	8.89
	P3396415- Tax: 1		Р				DENNY C M 3886	ID		
ΠOP						15	5000	Prev.	Bal:	4.18
	P3396417-		Р				DENNY C M	1D		
Prop	Tax: 1					13	3886	Drov	Dol.	1 77
2546	P3359769-		Р			TAYL O	RS ZINN E			1.27
	Tax: 1						4089			
									Bal:	139.57
	P3359770- Tax: 1		Р				RS ZINN E 4089	INTERPRI	SES INC	
riup	ιαλ. Ι					000	1005	Prev.	Bal:	2.28
	P3359771-		Р				RS ZINN E			
Prop	Tax: 1					066	4089	Direct	<b>n</b> .1.	1 75
8396	P3430584-		Р			TETXE	IRA, ROBE		ват:	1.35
	Tax: 1		I				2942			
								Prev.	Bal:	3.70
	P3366526-		Р				A, ABIGAI	L		
PTOP	Tax: 1					007	3497	Prev.	Bal:	5.31
1004	P3342677-		Р			TELLE	Z, EDUARD			
Prop	Tax: 1					062	0709	_	_ 1	5 34
5607	P3393979-		Р			TELLE	Z, EDUARD	Prev.	Bal:	5.31
	Tax: 1		r r				2, EDUARL 3438			
- 6						_		Prev.	Bal:	5.31

Page	NO:	44

	Parcel Id		Type Section	on Property Location		Owner Name		
Cycle Date	Туре	Yr/Prd	Code Meth Check No	Description	Apply	Owner Id To Principal	Penalty	/ Balance
	P3394608-		Р			TERRELL, DAVID	LEE	
Prop	Tax: 1					118163		2 20
5789	P3394609-		Р			TERRELL, DAVID	Prev. Bal: LEE	2.30
	Tax: 1					118163		
F 700	52204610						Prev. Bal:	2.16
	P3394610- Tax: 1		Р			TERRELL, DAVID 118163	LEE	
riup	1ax. 1					110105	Prev. Bal:	1.79
1392	146973-		R	619 JOHNSON AVE		THERIOT, NELLY		
Prop	Tax: 1					0644354		000.00
1775	P3350700-		Р			THOMAS SUSAN C	Prev. Bal:	809.98
	Tax: 1		I			0650982		
								3.32
	P3386182-		Р			THOMAS, AMANDA	М	
Ргор	Tax: 1					0702694	Prev. Bal:	6.17
4320	143914-		R	1506 BROADWAY DR		THOMAS, SUSAN (		
Prop	Tax: 1					0693872		
C025	140400		<b>D</b>				Prev. Bal:	
	146488- Tax: 1		R	GOLEY ST		THOMPSON, BLEEP 14947	A I HEIRS	
ΠOP	IUN: I					1+5+1	Prev. Bal:	148.42
	145833-		R	12 COURT SQ NW		THOMPSON, CHARI		
Prop	Tax: 1					32740		212.26
6901	144658-		R	413 IVEY RD		THOMPSON, SALL	Prev. Bal:	
	Tax: 1		K			33389		
							Prev. Bal:	
	P3374224- Tax: 1		Р			THORNTON, CHARI 0686621	LES LYNWOOD	
Prop	ldX. 1					0000021	Prev. Bal:	130.92
323	P3334214-		Р			THRONEBURG, JEI		
Prop	Tax: 1					0560841	1	2.44
3600	Р3371727-		р			TIGRE, MILEISH	Prev. Bal:	2.14
	Tax: 1		r			0682776	1	
							Prev. Bal:	5.31
	P3362396-		Р			TMI SERVICES IN	۱C	
Prop	Tax: 1					0667645	Drov Bal	17.35
2792	P3362397-		р			TMI SERVICES IN		<u></u>
	Tax: 1					0667645		
1701	DJJCJJ00							183.92
	P3362398- Tax: 1		Р			TMI SERVICES IN 0667645	NC	
rivp	.u I					0007073	Prev. Bal:	94.61
	P3369412-		Р			TMTFROYO LLC		
Prop	Tax: 1					0679156	Duration De 1	140 70
							Prev. Bal:	146.78

Page	No:	45
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Cycle	Parcel Id		Type Section	Property Location		Owner Name Owner Id			
	Туре	Yr/Prd	Code Meth Check No	Description	Apply	To Principal	Pen	alty	Balance
	P3369413-		Р			TMTFROYO LLC			
Prop	) Tax: 1					0679156	Duran		11 47
3442	P3369415-		р			TMTFROYO LLC	prev.	sal:	11.47
	Tax: 1		•			0679156			
							Prev.	Bal:	92.08
	P3366525-		Р			TORRES, CARLOS	ALFREDO		
Prop	) Tax: 1					0673496	Prev.	Bal:	42.65
2225	P3356752-		Р			TORREZ, JOSEFI	NA LOPEZ		
	Tax: 1					0659776			
							Prev.	Bal:	20.67
	P3342055-		Р			TOSHIBA BUSINE	SS SOLUT	IONS	
Ргор	) Tax: 1					0617327	Drov	Ral·	12.22
752	P3339446-		Р			TRAFFIC MARKIN	GS INC		
	Tax: 1					0601071			
							Prev.	Bal:	46.31
	P3339447-		Р			TRAFFIC MARKIN	GS INC		
Prop	) Tax: 1					0601071	Drov	<b>.</b>	177 /2
754	P3339448-		р			TRAFFIC MARKIN	GS TNC	sal:	177.43
	Tax: 1		I			0601071	do INC		
							Prev.	Bal:	15.25
755	P3339449-		Р			TRAFFIC MARKIN	GS INC		
Prop	) Tax: 1					0601071	_	- 7	15 25
756	D2220/E0		n				Prev.	Bal:	15.25
	5 P3339450- Tax: 1		Р			TRAFFIC MARKIN 0601071	GS INC		
нор						0001071	Prev.	Bal:	19.20
757	P3339451-		Р			TRAFFIC MARKIN			
Prop	) Tax: 1					0601071		-	
750	B		2					Bal:	11.19
	P3339452- Tax: 1		Р			TRAFFIC MARKIN 0601071	GS INC		
PTOP	/ IAX. 1					0001071	Prev.	Bal:	12.05
759	P3339453-		Р			TRAFFIC MARKIN	GS INC		
Prop	) Tax: 1					0601071			
							Prev.	Bal:	11.19
	P3339454-		Р			TRAFFIC MARKIN	GS INC		
Ргор	) Tax: 1					0601071	Drov	eal•	2 64
761	P3339455-		Р			TRAFFIC MARKIN	GS INC		2.64
	Tax: 1					0601071			
							Prev.	Bal:	10.18
	P3339456-		Р			TRAFFIC MARKIN	GS INC		
Prop	) Tax: 1					0601071	Drov	0-1-	2 61
763	P3339457-		р			TRAFFIC MARKIN	GS TNC	Dal	2.64
	Tax: 1					0601071	CO THE		
						· · · · <b>- · · · -</b>	Prev.	Ral:	96.87

Page	NO:	46

Owner Id P Code Meth Check No Description Apply To Principal Penalt P TRAFFIC MARKINGS INC 0601071 Prev. Ba P TRAFFIC MARKINGS INC 0601071 Prev. Ba P TRAFFIC MARKINGS INC 0601071 Prev. Ba P TRAFFIC MARKINGS INC 0601071	al: <u>11.1</u>
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0601071	
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Prev. Ba P TRAFFIC MARKINGS INC	Bal: <u>11.1</u>
0601071	
Prev. Ba	sal: <u>22.2</u>
P TRAFFIC MARKINGS INC	
0601071	
Prev. Ba P TRAFFIC MARKINGS INC	Bal:2.6
0601071	
Prev. Ba	sal: <u>37.6</u>
P TRAFFIC MARKINGS INC	
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Prev. Ba	Bal:2.6
P TRAFFIC MARKINGS INC 0601071	
Prev. Ba	Bal:2.6
P TRAFFIC MARKINGS INC	
0601071	al: <u>26.1</u>

Page	NO:	47

Account Cycle	Parcel Id		Type Sectio	n Property Location		Owner Name Owner Id			
	Туре	Yr/Prd	Code Meth Check No	Description	Apply	To Principal	Per	nalty	Balance
	P3339475-		Р			TRAFFIC MARKING	GS INC		
Prop	Tax: 1					0601071	Distant	<b>Da</b> ].	2.04
700	P3339476-		р			TRAFFIC MARKING	Prev.	ват:	2.64
	Tax: 1		r			0601071	12 TINC		
тор	1ux. 1						Prev.	Bal:	2.64
783	P3339477-		Р			TRAFFIC MARKING	GS INC		
	Tax: 1					0601071			
							Prev.	Bal:	11.50
	P3339478-		Р			TRAFFIC MARKING	GS INC		
Prop	Tax: 1					0601071	_	- 1	000.00
705	D2220470		D				Prev.	Bal:	822.98
	P3339479- Tax: 1		Р			TRAFFIC MARKING 0601071	JNT ST		
FTOP							Prev	Bal·	10.18
786	P3339480-		Р			TRAFFIC MARKING	GS INC		
	Tax: 1					0601071			
							Prev.	Bal:	2.64
787	P3339481-		Р			TRAFFIC MARKING	GS INC		
Prop	Tax: 1					0601071		-	
700	-2220402						Prev.	Bal:	22.14
	P3339482-		Р			TRAFFIC MARKING	JS INC		
Ргор	Tax: 1					0601071	Drov	Pal·	15 25
789	P3339483-		Р			TRAFFIC MARKING	S TNC	Dai	15.25
	Tax: 1		1			0601071	35 INC		
	-						Prev.	Bal:	15.25
790	P3339484-		Р			TRAFFIC MARKING	GS INC		
Prop	Tax: 1					0601071			
							Prev.	Bal:	135.64
	P3390307-		Р			TRAYLOR, JAY			
Prop	Tax: 1					0708220	Dirasi		22 44
27/7	176787-		R	1998 RIVERWALK DR		TRIAD CLASSIC H		Bal:	22.44
	Tax: 1		N	1990 RIVERWALK DR		0674534			
11 op							Prev.	Bal:	1,214.98
2749	176790-		R	1977 RIVERWALK DR		TRIAD CLASSIC H			
Prop	Tax: 1					0674534			
							Prev.	Bal:	1,379.72
	176786-		R	RIVERWALK DR		TRIAD CLASSIC H	HOMES LI	_C	
Prop	Tax: 1					0674534	_	- 1	105 45
E 20C	176791-		D						165.45
	Tax: 1		R	RIVERWALK DR		TRIAD CLASSIC H 0674534	10MES LI	_(	
гıор	ιαλ. Ι					FCE 100	Prev	Bal:	212.50
8213	Р3427391-		Р			TUCKER, BARBARA			
	Tax: 1					492998			
							Prev.	Bal:	19.92
	P3352418-		Р			TURNER, ANNETTE			
Prop	Tax: 1					0653338		-	<b></b>
							Prev.	Bal:	28.83

Page	NO:	48

ycle         Owner Id           Date         Type         Yr/Prd         Code Meth Check No         Description         Apply To         Principal         Penal           6940         143872-         R         1610         GRANADA LN         TURNER, JOHN JR         34213           Prop Tax:         1         34213         Prev. Ba           5447         P3391515-         P         TWO EAGLES INVESTMENTS L         0710118         Prev. Ba           5407         P3370802-         P         TZINTUN, MARIBEL         0681413         Prev. Ba           7540         P3360796-         P         USA TECHNOLOGIES INC         0665453           Prop Tax:         1         0665453         Prev. Ba           3371         P368717-         P         VALLE, PAUL ANGUS           Prop Tax:         0678128         Prev. Ba           4359         P3380054-         P         VASCULAR WELLNESS MANAGE           Prop Tax:         0694391         Prev. Ba           1517         144953-         R         819 E GILBREATH ST         VINCENT, ROGER DALE SR H           Prop Tax:         1         0694391         Prev. Ba           622         P3337865-         P         VINCENT, ROGER	1: <u>339.23</u> LC 1: <u>166.71</u> 1: <u>10.81</u> 1: <u>2.46</u> 1: <u>1.86</u>
Prop Tax: 1       3413         S447 P3391515-       P         Prop Tax: 1       0710118         Prop Tax: 1       0710118         S540 P3370802-       P         Prop Tax: 1       0681413         Prop Tax: 1       0681413         Prop Tax: 1       0681413         Prop Tax: 1       0665453         Prop Tax: 1       0665453         Prop Tax: 1       0678128         Prop Tax: 1       0678128         Prop Tax: 1       0678128         Prop Tax: 1       0694391         Prev. Ba       0694391         Prev. Ba       0647414         Prop Tax: 1       0647414         Prop Tax: 1       059015         Prop Tax: 1       0590915         Prev. Ba       623 P3337865-       P         Prop Tax: 1       0590915         Prev. Ba       0590915         Prev. Ba	LC 1: <u>166.71</u> 1: <u>10.81</u> 1: <u>2.46</u> 1: <u>1.86</u>
Prev. Ba 5447 P3391515- P Two EAGLES INVESTMENTS L Prop Tax: 1 Prev. Ba 3540 P3360796- P USA TECHNOLOGIES INC Prop Tax: 1 Prev. Ba 3371 P3368717- P VALLE, PAUL ANGUS Prop Tax: 1 Prev. Ba 4359 P3380054- P VASCULAR WELLNESS MANAGE Prop Tax: 1 Prev. Ba 1517 144953- R 819 E GILBREATH ST VINCENT, ROGER DALE SR H Prop Tax: 1 O647414 Prev. Ba 622 P3337864- P VITKUS, DAVID WALTER Prop Tax: 1 O590915 Prev. Ba 623 P3337865- P P VITKUS, DAVID WALTER Prop Tax: 1 O590915 Prev. Ba 623 P3337865- P P Prop Tax: 1 O Prev. Ba CD Prop Tax: 1 Prev. Ba CD Prop Tax: 1 Prop Tax: 1 Prev. Ba Prop Tax: 1 Prop Tax: 1 Prev. Ba Prop Tax: 1 Prev. Ba Prop Tax: 1 Prev. Ba Prop Tax: 1 Prop Tax: 1 Prev. Ba Pre	LC 1: <u>166.71</u> 1: <u>10.81</u> 1: <u>2.46</u> 1: <u>1.86</u>
\$447 P3391515-       P       TWO EAGLES INVESTMENTS L         Prop Tax: 1       0710118         S540 P3370802-       P         Prop Tax: 1       0681413         Prop Tax: 1       0681413         Prop Tax: 1       0681413         Prev. Ba       0681413         Prop Tax: 1       0681413         Prop Tax: 1       0665453         Prop Tax: 1       0665453         Prop Tax: 1       0678128         Prop Tax: 1       0694391         Prev. Ba       0590315         Prop Tax: 1       0694391         Prev. Ba       0590915         Prev. Ba       623 P3337865-         P	LC 1: <u>166.71</u> 1: <u>10.81</u> 1: <u>2.46</u> 1: <u>1.86</u>
Prop Tax: 1       0710118         Prev. Ba       3540 P3370802-         Prop Tax: 1       0681413         Prop Tax: 1       0681413         2644 P3360796-       P       USA TECHNOLOGIES INC         Prop Tax: 1       0665453         3371 P3368717-       P       VALLE, PAUL ANGUS         Prop Tax: 1       0678128         4359 P3380054-       P       VASCULAR WELLNESS MANAGE         Prop Tax: 1       0694391       Prev. Ba         4360 P3380055-       P       VASCULAR WELLNESS MANAGE         Prop Tax: 1       0694391       Prev. Ba         4360 P3380055-       P       VASCULAR WELLNESS MANAGE         Prop Tax: 1       0694391       Prev. Ba         622 P3337864-       P       VASCULAR WELLNESS MANAGE         Prop Tax: 1       067414       Prev. Ba         622 P3337864-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915       Prev. Ba         623 P3337865-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915       Prev. Ba         623 P3337865-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915       Prev. Ba         623 P3337865-	11: <u>166.71</u> 11: <u>10.81</u> 11: <u>2.46</u> 11: <u>1.86</u>
Prev. Ba 3540 P3370802- Prop Tax: 1 2644 P3360796- Prop Tax: 1 3371 P3368717- Prop Tax: 1 3371 P3368717- Prop Tax: 1 4359 P3380054- Prop Tax: 1 4360 P3380055- Prop Tax: 1 1 4360 P3380055- Prop Tax: 1 Prev. Ba 4360 P3380055- Prop Tax: 1 Prev. Ba 4360 P3387864- Prop Tax: 1 Prev. Ba 622 P3337864- Prop Tax: 1 Prev. Ba 623 P3337865- P Prop Tax: 1 Prev. Ba 623 P3337865- P Prop Tax: 1 Prev. Ba 627 P3337865- P Prev. Ba 628 P3337865- P Prev. Ba 629 P337865- P P P P P P P P P P P P P	11: <u>10.81</u> 11: <u>2.46</u> 11: <u>1.86</u>
Prop Tax: 1       0681413         2644 P3360796-       P       USA TECHNOLOGIES INC         Prop Tax: 1       0665453         3371 P3368717-       P       VALLE, PAUL ANGUS         Prop Tax: 1       0678128         4359 P3380054-       P       VASCULAR WELLNESS MANAGE         Prop Tax: 1       0694391         4360 P3380055-       P       VASCULAR WELLNESS MANAGE         Prop Tax: 1       0694391         Prev. Ba       0647414         Prev. Ba       0590915         Pre	11: <u>2.46</u> 11: <u>1.86</u>
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2644         P3360796-         P         USA TECHNOLOGIES INC           Prop Tax: 1         0665453         Prev. Ba           3371         P3368717-         P         VALLE, PAUL ANGUS           Prop Tax: 1         0678128         Prev. Ba           4359         P3380054-         P         VASCULAR WELLNESS MANAGE           Prop Tax: 1         0694391         Prev. Ba           4360         P3380055-         P         VASCULAR WELLNESS MANAGE           Prop Tax: 1         0694391         Prev. Ba           4361         Prev. Ba         0694391           Prop Tax: 1         0694391         Prev. Ba           1517         144953-         R         819 E GILBREATH ST         VINCENT, ROGER DALE SR H           Prop Tax: 1         0647414         Prev. Ba         0647414           Prop Tax: 1         0590915         Prev. Ba           622         P3337864-         P         VITKUS, DAVID WALTER           Prop Tax: 1         0590915         Prev. Ba           623         P3337865-         P         VITKUS, DAVID WALTER           Prop Tax: 1         0590915         Prev. Ba	11: <u>2.46</u> 11: <u>1.86</u>
Prop Tax: 1       0665453         3371 P3368717-       P       VALLE, PAUL ANGUS         Prop Tax: 1       0678128         4359 P3380054-       P       VASCULAR WELLNESS MANAGE         Prop Tax: 1       0694391         4360 P3380055-       P       VASCULAR WELLNESS MANAGE         Prop Tax: 1       0694391         Prop Tax: 1       0694391         Prop Tax: 1       0694391         Prop Tax: 1       0694391         Prop Tax: 1       0647414         Prop Tax: 1       0647414         Prop Tax: 1       0590915	l: <u>1.86</u>
3371 P3368717-       P       VALLE, PAUL ANGUS         Prop Tax: 1       0678128         4359 P3380054-       P       VASCULAR WELLNESS MANAGE         Prop Tax: 1       0694391         4360 P3380055-       P       VASCULAR WELLNESS MANAGE         Prop Tax: 1       0694391         Prop Tax: 1       0647414         Prop Tax: 1       0647414         Prop Tax: 1       0590915         Prop Tax: 1       0590915         Prev. Ba       623 P3337865-         P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915         Prop Tax: 1       0590915         Prop Tax: 1       0590915         Prev. Ba       0590915         Prop Tax: 1       0590915	l: <u>1.86</u>
Prop Tax: 1       0678128         4359 P3380054-       P       VASCULAR WELLNESS MANAGE         Prop Tax: 1       0694391         4360 P3380055-       P       VASCULAR WELLNESS MANAGE         Prop Tax: 1       0694391         1517 144953-       P       VASCULAR WELLNESS MANAGE         Prop Tax: 1       0694391         622 P3337864-       P       VINCENT, ROGER DALE SR H         Prop Tax: 1       0647414         Prop Tax: 1       0590915         622 P3337864-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915	
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4359 P3380054-       P       VASCULAR WELLNESS MANAGE         Prop Tax: 1       0694391         4360 P3380055-       P       VASCULAR WELLNESS MANAGE         Prop Tax: 1       0694391         1517 144953-       R       819 E GILBREATH ST       VINCENT, ROGER DALE SR H         Prop Tax: 1       0647414       Prev. Ba         622 P3337864-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915       Prev. Ba         623 P3337865-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915       Prev. Ba         623 P3337865-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915       Prev. Ba         623 P3337865-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915       Prev. Ba	
Prop Tax: 1       0694391         Prev. Ba         4360 P3380055-       P         Prop Tax: 1       0694391         Prop Tax: 1       0647414         Prop Tax: 1       0647414         Prop Tax: 1       0590915         Prop Tax: 1       0590915         Prev. Ba       0590915	
Prev. Ba       4360 P3380055-       P       VASCULAR WELLNESS MANAGE         Prop Tax: 1       0694391       Prev. Ba         1517 144953-       R       819 E GILBREATH ST       VINCENT, ROGER DALE SR H         Prop Tax: 1       0647414       Prev. Ba         622 P3337864-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915       Prev. Ba         623 P3337865-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915       Prev. Ba         623 P3337865-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915       Prev. Ba         623 P3337865-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915       Prev. Ba	
4360 P3380055-       P       VASCULAR WELLNESS MANAGE         Prop Tax: 1       0694391         1517 144953-       R       819 E GILBREATH ST       VINCENT, ROGER DALE SR H         Prop Tax: 1       0647414       Prev. Ba         622 P3337864-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915       Prev. Ba         623 P3337865-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915       Prev. Ba         623 P3337865-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915       Prev. Ba         Prev. Ba	1: 99.65
Prev. Ba         1517 144953-       R       819 E GILBREATH ST       VINCENT, ROGER DALE SR H         Prop Tax: 1       0647414       Prev. Ba         622 P3337864-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915       Prev. Ba         623 P3337865-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915       Prev. Ba         623 P3337865-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915       Prev. Ba         Prop Tax: 1       0590915       Prev. Ba	
1517 144953-       R       819 E GILBREATH ST       VINCENT, ROGER DALE SR H         Prop Tax: 1       0647414       Prev. Ba         622 P3337864-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915         623 P3337865-       P       VITKUS, DAVID WALTER         Prop Tax: 1       0590915	_
Prop Tax: 1       0647414         Prev. Ba         622 P3337864-       P         Prop Tax: 1       0590915         Prev. Ba         623 P3337865-       P         Prop Tax: 1       0590915         Prev. Ba         623 P3337865-       P         VITKUS, DAVID WALTER         Prop Tax: 1       0590915         Prev. Ba       0590915         Prev. Ba       0590915	
Prev. Ba 622 P3337864- P VITKUS, DAVID WALTER Prop Tax: 1 0590915 Prev. Ba 623 P3337865- P VITKUS, DAVID WALTER Prop Tax: 1 0590915 Prev. Ba	EIRS
622 P3337864-         P         VITKUS, DAVID WALTER           Prop Tax: 1         0590915         Prev. Ba           623 P3337865-         P         VITKUS, DAVID WALTER           Prop Tax: 1         0590915         Prev. Ba           Prop Tax: 1         0590915         Prev. Ba	161.51
Prop Tax:         1         0590915           623 P3337865-         P         Prev. Ba           Prop Tax:         1         0590915           Prop Tax:         1         0590915	1101.01
623 P3337865-         P         VITKUS, DAVID WALTER           Prop Tax:         1         0590915           Prev. Ba         Prev. Ba	
Prop Tax: 1 0590915 Prev. Ba	11:14.10
Prev. Ba	
	46.10
4361 P3380074- P W.W. GRAINGER	40.10
Prop Tax: 1 0694412	
	1:24.36
4214 P3378437- P WALKER, JAMIE	
Prop Tax: 1 0692102	1. 0.27
8044 P3425362- P WALKER, JAMIE NEAL	1: 8.27
Prop Tax: 1 481842	
	1: <u>10.20</u>
8045 p3425363- P WALKER, JAMIE NEAL	
Prop Tax: 1 481842	
Prev. Ba	1:7.63
8659 P3434123- P WALL, MONTE O JR/BARBARA Prop Tax: 1 72786	
	1: <u>8.70</u>
3297 146532- R 218 WALKER AVE WARD, CALEB	
Prop Tax: 1 0675172	
Prev. Ba	
2490 146591- R 405 WALKER ST WARREN, RONNIE LEON	1: <u>181.13</u>
Ргор Тах: 1 0663264 Prev. Ba	1:181.13

Page	NO:	49

Date         Type         Yr/Prd         Code Meth Check No         Description         Apply To         Principal         Penalty         Balance           8469         P3431644-         P         WATKINS CHRISTOPHER ATTY         54269         Prev. Bal:         1.33           6793         134884-         R         804 OAKLEY ST         WATLINGTON, ERIC C         Prev. Bal:         2256.55           6403         P3403171-         P         WEATHERFORD, ALVIS BOOKER         20950         Prev. Bal:         5.70           6404         P3403172-         P         WEATHERFORD, ALVIS BOOKER         209650         9           Prop Tax:         1         209650         Prev. Bal:         4.01           4151         P3377760-         P         WEBSTER, RICHARD L JR         9           Prop Tax:         1         0691086         9         4.01           4507         P3381893-         P         WELSH, DANIEL CURTIS         9           Prop Tax:         1         0697160         9         9         43.33           4508         P3381894-         P         WELSH, DANIEL CURTIS         9         9         2.41           4544         P3382284-         P         WEST, RAVEN	Account Cycle	Parcel Id		Туре	Section	Property Location		Owner Name Owner Id		
Prop Tax:         54269         Prev. Bal:         1.33           6733         134884- Prop Tax:         R         804 OAKLEY ST         WATLINGTON, ERIC C         23865           6403         Prop Tax:         1         23865         Prev. Bal:         256.55           6403         PARALERY ST         WATLINGTON, ERIC C         20950         Prev. Bal:         256.55           6404         PAG03172- Prop Tax:         P         WEATHERCOR, AULTS BOOKER         5.70           6404         PAG03172- Prop Tax:         P         WEATHERCOR, AULTS BOOKER         4.01           9707         Tax:         1         Prev. Bal:         4.01           9707         Tax:         1         Prev. Bal:         4.33           9707         Tax:         1         Prev. Bal:         4.33           9707         Tax:         1         0697160         Prev. Bal:         2.41           9707         Tax:         1         0697160         Prev. Bal:         2.42           9707         Tax:         1         0697376         Prev. Bal:         5.26           9707         Tax:         1         0697376         Prev. Bal:         5.26           9707         Tax: <th>•</th> <th>Туре</th> <th>Yr/Prd</th> <th>Code Meth Ch</th> <th>eck No</th> <th>Description</th> <th>Apply</th> <th></th> <th>Penalty</th> <th>Balance</th>	•	Туре	Yr/Prd	Code Meth Ch	eck No	Description	Apply		Penalty	Balance
Prov. Bal:         1.33           6733 13484- Prop Tax:         R         804 OAKLEY ST         WATLENGTON, ERIC C         2385         Prov. Bal:         256.55           6403 P3403171- Prop Tax:         P         WEATHERFORD, AUXIS BOOKER         20950         Prev. Bal:         256.55           6404 P3403172- Prop Tax:         P         WEATHERFORD, AUXIS BOOKER         20950         Prev. Bal:         4.01           4151 P337760- Prop Tax:         P         WEATHERFORD, AUXIS BOOKER         70         0691066         Prev. Bal:         4.02           4507 P3381893- Prop Tax:         P         WELSH, DAVEL CURTES         6697160         914.27           4508 P3381894- Prop Tax:         P         WELSH, DAVEL CURTES         43.33           6697160         Prev. Bal:         43.33         43.33           9709 Tax:         Prev. Bal:         2.41           4544 P3382384- Prop Tax:         P         WELSH, DAVEL CURTES         6697160           9707 Tax:         Prev. Bal:         5.26         5.26           4545 P3382385- Prop Tax:         P         WEST, RAVEN         6697156           9707 Tax:         Prev. Bal:         5.26         5.25           4545 P3382084- Prop Tax:         P         WEST, RAVEN         669				Р					TOPHER ATTY	
6793 134884-       R       804 0AXLEY ST       WATLWEDV, REC C         9700 Tax:       1       23950       Prev. Bal:       255.55         6403 F2403171-       P       WEATHERPORD, AUXIS BOOKER       20550         Prop Tax:       1       20950       Prev. Bal:       2.00         6404 P3403172-       P       WEATHERPORD, AUXIS BOOKER       2.00         9700 Tax:       1       20950       Prev. Bal:       4.01         9700 Tax:       1       0691060       Prev. Bal:       4.01         9700 Tax:       1       0691060       Prev. Bal:       4.3.33         9700 Tax:       1       0697160       Prev. Bal:       4.3.33         9700 Tax:       1       0697160       Prev. Bal:       4.3.33         9700 Tax:       1       0697160       Prev. Bal:       5.26         9700 Tax:       1       0697576       Prev. Bal:       5.25         9700 Tax:       1       0697576       Prev. Bal	Prop	lax: 1						54269	Drov Pol:	1 22
Prop Tax:         29385         Prev. Bal: 20850         225.55           6403 P4403121- Prop Tax:         P         WEATHERRORD, ALVIS BOOKER 20850         5.70           9700 Tax:         1         20850         Prev. Bal: 20850         5.70           9700 Tax:         1         20850         Prev. Bal: 20850         4.01           9700 Tax:         1         20850         Prev. Bal: 4.01         4.01           9700 Tax:         1         0691086         Prev. Bal: 4.02         4.01           9700 Tax:         1         0697160         Prev. Bal: 43.33         4.01           9700 Tax:         1         0697160         Prev. Bal: 43.33         4.02           9700 Tax:         1         0697160         Prev. Bal: 2.41         4.3.33           4506 P383894- Prop Tax:         P         WEIST, RAVEN         0697576           9707 Tax:         1         0697576         Prev. Bal: 2.41         5.25           4545 P3382384- Prop Tax:         1         0697576         15.51           9700 Tax:         1         0697576         15.51           9700 Tax:         1         0697251         160.52           9700 Tax:         1         0677251         Prev. Bal: 15.51	6793	134884-		P	80	4 OAKLEV ST		WATI INGTON F		1.33
Prev. Bal:         256.55           6403 P3403171-         P         WEATHEERGRD, AUXE BOOKER           Prop Tax: 1         209650           6404 P3403172-         P           Prop Tax: 1         209500           6415 P337760-         P           Prop Tax: 1         209500           Prop Tax: 1         209500           9707 Tax: 1         Prev. Bal:         4.00           Prop Tax: 1         0691080           Prop Tax: 1         0691080           Prop Tax: 1         0697160           9707 Tax: 1         Prev. Bal:         43.33           9709 Tax: 1         0697160           9709 Tax: 1         Prev. Bal:         2.41           4544 P3382384-         P         WEST, RAVEN         0697576           9709 Tax: 1         0697576         Prev. Bal:         5.26           9709 Tax: 1         0697576         Prev. Bal:         4.04           9709 Tax: 1         0697576         Prev. Bal:         4.04           9709 Tax: 1         0697576         Prev. Bal:         4.04           9709 Tax: 1         0050 JEFFREVS ST         Prev. Bal:         1.05.2           9709 Tax: 1         0057 JEFFREVS ST         Prev. Bal: <td></td> <td></td> <td></td> <td>K</td> <td>00</td> <td>I UAREET ST</td> <td></td> <td></td> <td></td> <td></td>				K	00	I UAREET ST				
6408 P3403171-       P       MEXTHEREPORD, ALVIS BOOKER         Prop Tax: 1       209650       Prev. Bal: 5.70         6404 P3403172-       P       MEXTHERPORD, ALVIS BOOKER         Prop Tax: 1       209650       Prev. Bal: 4.01         4151 P337760-       P       MEXTHERPORD, ALVIS BOOKER         Prop Tax: 1       069106       Prev. Bal: 14.27         4507 P3381893-       P       MELSH, DANEL CURITS         Prop Tax: 1       0697160       Prev. Bal: 2.41         4508 P3381894-       P       MELSH, DANEL CURITS         Prop Tax: 1       0697260       Prev. Bal: 2.41         4544 P3382384-       P       MELSH, DANEL CURITS         Prop Tax: 1       069776       Prev. Bal: 5.26         Prop Tax: 1       0697767       Prev. Bal: 5.26         9707 Tax: 1       0697767       Prev. Bal: 5.26         9707 Tax: 1       0697767       Prev. Bal: 5.26         9707 Tax: 1       0697767       Prev. Bal: 2.23         9707 Tax: 1       0697767       Prev. Bal: 2.23.35         9707 Tax: 1       Prev. Bal: 23.35         9707 Tax: 1       Prev. Bal: 23.35         9707 Tax: 1       Prev. Bal: 23.35         9707 Tax: 1       Prev. Bal: 23.35 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Prev. Bal:</td> <td>256.55</td>									Prev. Bal:	256.55
Prev. Bal:         5.70           6404 P3403172-         P         WEATHERFORD, ALVIS BOOKER           Prop Tax: 1         Prev. Bal:         4.01           4151 P337760-         P         WEBSTER, RICHARO LJ R           Prop Tax: 1         0691086         Prev. Bal:         14.27           4507 P3381893-         P         WELSH, DANIEL CURTIS         0697160           Prop Tax: 1         0697160         Prev. Bal:         2.43           4508 P3381894-         P         WELSH, DANIEL CURTIS         43.33           4508 P3381894-         P         WELSH, DANIEL CURTIS         43.33           4508 P3382384-         P         WEST, RAVEN         Prev. Bal:         2.41           9700 Tax: 1         0697376         Prev. Bal:         2.41           4544 P3382385-         P         WEST, RAVEN         Prev. Bal:         15.51           4518 P3382084-         P         WEST, RAVEN         0697376         1           Prop Tax: 1         0697376         Prev. Bal:         1.5.51         1           9135 146432-         P         WEST, RAVEN DEAMOREA         0673152         1           9700 Tax: 1         070844         Prev. Bal:         23.35         25.25	6403	P3403171-		Р						
6404 P3403172- Prop Tax: 1         P         WEATHERCORD, ALVIS BOOKER           4151 P337760- Prop Tax: 1         Prev. Bal: 4.01           4507 P3361893- Prop Tax: 1         Prev. Bal: 14.27           4507 P3361893- Prop Tax: 1         Prev. Bal: 14.27           4508 P3361894- Prop Tax: 1         Prev. Bal: 43.33           4508 P3361894- Prop Tax: 1         Prev. Bal: 43.33           4508 P3361894- Prop Tax: 1         Prev. Bal: 2.41           4544 P3382384- Prop Tax: 1         Prev. Bal: 2.41           4545 P3362385- Prop Tax: 1         Prev. Bal: 5.26           4545 P3362385- Prop Tax: 1         Prev. Bal: 15.51           4518 P3382004- Prop Tax: 1         Prev. Bal: 15.51           4518 P3382004- Prop Tax: 1         Prev. Bal: 15.51           464432- Prop Tax: 1         Prev. Bal: 21.51           4535 146432- Prop Tax: 1         Prev. Bal: 23.55           3391 146904- Prop Tax: 1         Prev. Bal: 23.55           1288 P345732- Prop Tax: 1         Prev. Bal: 23.55           1288 P345732- Prop Tax: 1         Prev. Bal: 20.97           1288 P345732- Prop Tax: 1         Prev. Bal: 20.97           1288 P345732- Prop Tax: 1         Prev. Bal: 20.97           1288 P345732- Prop Tax: 1         Prev. Bal: 20.99           1289 P345733- Prop Tax: 1         Prev. Bal: 20.97	Prop	Tax: 1						209650	Prev. Bal:	5.70
Prop Tax:         209650           4151         P707         P         Prev. Bal:         4.01           Prop Tax:         0691086         Prev. Bal:         14.27           4507         P381893-         P         WELSH, DANTEL CURTIS         Prev. Bal:         14.27           4507         P3381893-         P         WELSH, DANTEL CURTIS         Prev. Bal:         43.33           4508         P3381894-         P         WELSH, DANTEL CURTIS         Prev. Bal:         2.41           9707         Tax:         0697160         Prev. Bal:         2.41           9707         Tax:         069756         Prev. Bal:         5.26           9707         Tax:         0697576         Prev. Bal:         15.51           9707         Tax:         0697576         Prev. Bal:         15.51           9707         Tax:         0697251         Prev. Bal:         105.51           9707         Tax:         0697315         Prev. Bal:         105.52           9707         Tax:         0697315         Prev. Bal:         105.52           9707         Tax:         1005         DEFREVS ST         WHITE, LUNA KAY         106.52           9707         Tax: <td>6404</td> <td>P3403172-</td> <td></td> <td>Р</td> <td></td> <td></td> <td></td> <td>WEATHERFORD.</td> <td></td> <td></td>	6404	P3403172-		Р				WEATHERFORD.		
4151 P337760-       P       WESTER, RICHARO L JR         Prop Tax: 1       0691086         Prop Tax: 1       0697160         Prop Tax: 1       069776         Prev. Bal:       2.41         4544 P3362385-       P         Prop Tax: 1       0697576         Prop Tax: 1       0697251         Prop Tax: 1       06973152         Prop Tax: 1       06973152         Prop Tax: 1       0708844         Prop Tax: 1       0708844         Prop Tax: 1       0708844         Prop Tax: 1       0708844         Prop Tax: 1       0637939         Prop Tax: 1       0637939 <tr< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr<>										
Prop Tax: 1       0691086       Prev. Bal: 14.27         4507 P3381893-       P       WELSH, DANIEL CURTIS         Prop Tax: 1       0697160       Prev. Bal: 43.33         4508 P3381894-       P       WELSH, DANIEL CURTIS         Prop Tax: 1       0697160       Prev. Bal: 2.41         4544 P3382384-       P       WEST, RAVEN       069776         Prop Tax: 1       0697767       Prev. Bal: 5.26         4545 P3382385-       P       WEST, RAVEN       0697576         Prop Tax: 1       0697576       Prev. Bal: 15.51         4518 P3382004-       P       WEST, RAVEN       0697251         Prop Tax: 1       0697352       Prev. Bal: 15.51       4.04         3135 146432-       R       1005 JEFFREVS ST       WHITE, JOSEPH JULIUS HEIRS       06973152         Prop Tax: 1       005 JEFFREVS ST       WHITE, LINDA KAY       0708844       Prop Tax: 1       160.52         3351 146904-       R       LOUIS ST       WHITE, LINDA KAY       23.35         Prop Tax: 1       0708844       Prop Tax: 1       0708844       209.92         1288 P3345732-       P       WHITE, WILLIAW TOOD       Prev. Bal: 20.37       20.92         Prop Tax: 1       0637939       Prev. Bal:										4.01
Prev. Bal:         14.27           4507 P3381893-         P         WELSH, DANIEL CURITS         Prev. Bal:         43.33           4508 P3381894-         P         WELSH, DANIEL CURITS         Prev. Bal:         43.33           4508 P3381894-         P         WELSH, DANIEL CURITS         Prev. Bal:         43.33           4508 P3381894-         P         WELSH, DANIEL CURITS         Prev. Bal:         2.41           4544 P3382384-         P         WEST, RAVEN         0697576         Prev. Bal:         5.25           4545 P3382385-         P         WEST, RAVEN         0697576         Prev. Bal:         5.26           9700 Tax: 1         0697576         Prev. Bal:         15.51         15.51           4518 P3382004-         P         WEST, RAVEN         0697576         Prev. Bal:         15.51           9700 Tax: 1         0053152         Prev. Bal:         160.52         160.52           9700 Tax: 1         0073152         Prev. Bal:         23.35           9391 146904-         R         LOUIS ST         WHITE, LINDA KAYE         23.35           9391 146904-         R         413 LOUIS ST         WHITE, WILLIAM TODD         063739           9700 Tax: 1         063739         063739				Р					ARD L JR	
4507 P3381893-       P       WELSH, DANIEL CURTIS         Prop Tax: 1       0697160         Prop Tax: 1       0697576         Prop Tax: 1       0673152         Prop Tax: 1       0673152         Prop Tax: 1       070884         Prop Tax: 1       070884         Prop Tax: 1       0105 ST         WHITE, UIDA KAYE       9112459         Prop Tax: 1       063739	Prop	Tax: 1						0691086		14 27
Prop Tax: 1       0697160         4508 P3381894-       P         Prop Tax: 1       0697160         4544 P3382384-       P         Prop Tax: 1       0697576         Prop Tax: 1       0697510         Prop Tax: 1       0697512         Prev. Bal:       15.51         S365 146898-       R       LOUIS ST         WHTE, LINDA KAY       Prev. Bal:       23.35         8391 146904-       R       413 LOUIS ST       WHTE, MILLIAM TODD         Prop Tax: 1       0103984       Prev. Bal:       250.37         1288 P3345732-       P       WHTE, MILLIAM TODD       Prev. Bal:       209.91         1289 P345733-       P       WHTE, MILLIAM TODD <td>1507</td> <td>D2281802_</td> <td></td> <td>D</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>14.27</td>	1507	D2281802_		D						14.27
4508         P3381894- Prop Tax: 1         P         WELSH, DANIEL CURTIS         43.33           4508         P70p Tax: 1         0697160         Prev. Bal:				r					CURITS	
4508 P3381894-       P       WELSH, DANTEL CURTIS         0637160       Prev. Bal:       2.41         4544 P3382384-       P       WEST, RAVEN         0697576       Prev. Bal:       5.26         4545 P3382385-       P       WEST, RAVEN         0697576       Prev. Bal:       5.26         4545 P3382385-       P       WEST, RAVEN         0697576       Prev. Bal:       15.51         4518 P3382004-       P       WEST, RAVION DEANDREA         Prop Tax:       1       0697251         9707 Tax:       1       0697251         9707 Tax:       1       06973152         9707 Tax:       1       0673152         9707 Tax:       1       23.35         8391 146904-       R       413 LOUIS ST       WHITE, LINDA KAY         9707 Tax:       1       250.37         1288 P3345732-       P       WHITE, WILLIAM TODD         9707 Tax:       1       0637339         9707 Tax:       1	1100							0007 200	Prev. Bal:	43.33
Prev. Bal:         2.41           4544 P3382384-         P         WEST, RAVEN           Prop Tax: 1         0697576           4545 P3382385-         P         WEST, RAVEN           Prop Tax: 1         0697576           4518 P338204-         P           Prop Tax: 1         0697576           9         WEST, RAVEN           9         Prev. Bal:         15.51           9         Prev. Bal:         4.04           13135 146432-         R         1005 JEFFREYS ST         WHITE, JOSEPH JULIUS HEIRS           9         Prev. Bal:         160.52         160.52           5365 146898-         R         LOUIS ST         WHITE, LINDA KAY           9         Prev. Bal:         23.35           8391 146904-         R         413 LOUIS ST         WHITE, UINDA KAY           9         Prop Tax: 1         0637939         Prev.	4508	P3381894-		Р				WELSH, DANIEL		
4544 P3382384- Prop Tax: 1       P       WEST, RAVEN 0697576         4545 P3382385- Prop Tax: 1       Prev. Bal: <u>5.26</u> 4518 P3382004- Prop Tax: 1       P       WEST, RAVEN 0697576         4518 P3382004- Prop Tax: 1       P       WEST, RAVEN 0697251         900 Tax: 1       Prev. Bal: <u>4.04</u> 3135 146432- Prop Tax: 1       R       1005 JEFFREYS ST         905 JEFFREYS ST       WHITE, JOSEPH JULIUS HEIRS         906 JEFFREYS ST       WHITE, LINDA KAY         907 Tax: 1       Prev. Bal: <u>160.52</u> 5365 146898- Prop Tax: 1       Prev. Bal: <u>23.35</u> 8391 146904- Prop Tax: 1       R         91288 P3345732- Prop Tax: 1       Prev. Bal: <u>250.37</u> 1288 P3345732- Prop Tax: 1       Prev. Bal: <u>209.91</u> 1289 P345733- Prop Tax: 1       Prev. Bal: <u>209.91</u> 1289 P345733- Prop Tax: 1       Prev. Bal: <u>209.91</u> 1289 P345733- Prop Tax: 1       Prev. Bal: <u>3.71</u> 6843 P3408736- Prop Tax: 1       9         6844 P3408737- Prop Tax: 1       P         9700 Tax: 1       313974	Prop	Tax: 1						0697160	_	
Prop Tax: 1       0697576         4545 P3382385-       P         Prop Tax: 1       0697576         4518 P3382004-       P         Prop Tax: 1       0697576         4513 P3382004-       P         Prop Tax: 1       0697576         9707 Tax: 1       0697576         9707 Tax: 1       0697576         9707 Tax: 1       0697576         9707 Tax: 1       0697251         9707 Tax: 1       0673152         9707 Tax: 1       0708844         9707 Tax: 1       0708844         9707 Tax: 1       0708844         9707 Tax: 1       0708844         9707 Tax: 1       0637339         9707 Tax: 1		- 2202204							Prev. Bal:	2.41
Prev. Bal:         5.26           4545 P3382385-         P         WEST, RAVEN           Prop Tax:         1         0697576           Prop Tax:         1         0697576           Prop Tax:         1         0697251           Prop Tax:         1         0697251           Prop Tax:         1         0673152           Prop Tax:         1         0673152           Prop Tax:         1         0673152           Prop Tax:         1         0708844           Prop Tax:         1         23.35           8391 146904-         R         413 LOUIS ST         WHITE, LINDA KAYE           Prop Tax:         1         250.37           1288 P3345732-         P         WHITE, WILLIAM TODD         Prev. Bal:         250.37           1289 P3345733-         P         WHITE, WILLIAM TODD         0637939         Prev. Bal:         209.91           1289 P3345733-         P         WHITE, WILLIAM TODD         Prev. Bal:         209.91           Prop Tax:         1         0637939         Prev. Bal:         61.87           Prop Tax:         1         0637393         Prev. Bal:         61.87           Prop Tax:         1				Р						
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	6844	P3408737-		Р						
Prev. Bal:3.53	Prop	Tax: 1						313974	-	
									Prev. Bal:	3.53

Page	NO:	50

Cycle	Parcel Id		Type Section	on Property Location		Owner Name Owner Id		
	Туре	Yr/Prd	Code Meth Check No	Description	Apply	To Principal	Penalty	Balance
1022	P3342834-		Р			WHITFIELD, TYR	ONE E JR	
Prop	Tax: 1					0621034		
4100	175055		2				Prev. Bal:	16.19
	175855- Tax: 1		R	E GILBREATH ST		WHITTEMORE, GE 0690407		
							Prev. Bal:	162.75
	145231-		R	1116 E GILBREATH ST		WHITTEMORE, GE	ORGE S	
	Tax: 1					0685564	Prev. Bal:	710.67
	P3360237-		Р			WIDE OPEN THRO	TTLE LLC	
Prop	Tax: 1					0664717		7
6262	P3401253-		Р			WIGGINS, THOMA	Prev. Bal:	7.60
	Tax: 1		r			186682		
6262	-2401254		_				Prev. Bal:	0.01
	P3401254- Tax: 1		Р			WIGGINS, THOMA 186682	S DANIEL	
	14/11 -					200002	Prev. Bal:	1.58
3774	P3373909-		Р			WILES, HAYDEN		
Prop	Tax: 1					0686314	Prev. Bal:	6.35
3775	P3373910-		Р			WILES, HAYDEN		
	Tax: 1					0686314	Prev. Bal:	7 70
5904	135265-		R	411 WHITSETT ST		WILEY, OTIS WA		7.79
	Tax: 1		K			131554		
							Prev. Bal:	307.91
	P3412613-		Р			WILLIS, MONA L	ISA	
Prop	Tax: 1					381110	1	
747	145482-		D	212 WARD CT			Prev. Bal:	20.67
	Tax: 1		R	213 WARD ST		WILSON, DALTON 0600862	H HEIKS	
riop	Ιάλι Ι					000002	Prev. Bal:	426.08
8607	P3433467-		Р			WILSON, GARY D		
Prop	Tax: 1					68283		
10.40	- 22 / 54 66						Prev. Bal:	5.31
	P3345166-		Р			WILSON, PEGGY		
Prop	Tax: 1					0635437	Prev. Bal:	26.53
7089	135165-		R	329 POPLAR ST		WILSON, RALPH		20.33
	Tax: 1		ĸ			37334	ι <b>χ</b>	
·							Prev. Bal:	167.46
	P3374267-		Р			WINSTON, ANTHO	NY DWAYNE	
Prop	Tax: 1					0686658	Prev. Bal:	37.41
1433	130179-		R	2464 PEPPERSTONE DR		WISE, JUDITH B		
	Tax: 1					0645512	Buen p-1	007.00
6202	1/5150		D				Prev. Bal:	887.62
	145158- Tax: 1		R	900 DOGWOOD LN		WOOD, WALLACE 19103	V JK	
riop						TTTOT	Prev. Bal:	100 00

Page	No:	51
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Account Cycle	Parcel Id		Type Section	Property Location	Owner Name Owner Id		
	Туре	Yr/Prd	Code Meth Check No	Description	Apply To Principal	Penalty	Balance
7144	P3412772-		Р		WOODS, RIETTA	L	
Prop	) Tax: 1				382342		
						Prev. Bal:	17.45
5986	5 146899-		R 4	18 LOUIS ST	WRIGHT, BONIT		
Prop	) Tax: 1				143315		
						Prev. Bal:	330.40
3612	Р3371730-		Р			ADEZ DEL ANGEL	
Prop	) Tax: 1				0682779		
						Prev. Bal:	<u> </u>
	P3370400-		Р		YOHO, RONALD	DALE	
Prop	) Tax: 1				0680667		
						Prev. Bal:	12.82
	5 144856-		r 9	26 ESSEX DR	YOUNG, JAMES	W	
Prop	) Tax: 1				0632328	_	
						Prev. Bal:	<u> </u>
	P3352808-		Р		ZAVALA, LUIS	ALEX ROBLES	
Prop	) Tax: 1				0654084	_	
						Prev. Bal:	1.84
	P3356659-		Р		ZELADA, GERAR	DO BLADIMIR	
Prop	) Tax: 1				0659641	_	
						Prev. Bal:	25.46

July 18, 2023 03:28 PM

## City of Graham Property Tax Delinquent Report Totals Page

	s ev Pen Bal alty Charge	Prev Prin Bal Total Billed	Minimum Excess	Adjust Min Adjust Exc	Bal Adj Prin Adj Penalty	Pay Prin Tr Overpay	Pay Penalty Penalty Bal	Prin Balance Total Balance
P 619								
Prop Tax	1,219.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	1,219.45	1,219.45
РТХ	1,113.03	40,693.87	0.00	0.00	0.00	0.00	0.00	40,693.87
_	0.00	0.00	0.00	0.00	0.00	0.00	1,113.03	41,806.90
Prop Tax-Tot	2,332.48	40,693.87	0.00	0.00	0.00	0.00	0.00	40,693.87
	0.00	0.00	0.00	0.00	0.00	0.00	2,332.48	43,026.35
r 234								
Prop Tax	2,189.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	2,189.74	2,189.74
RTX	1,942.96	75,875.24	0.00	0.00	0.00	0.00	0.00	75,875.24
	0.00	0.00	0.00	0.00	0.00	0.00	1,942.96	77,818.20
Prop Tax-Tot	4,132.70	75,875.24	0.00	0.00	0.00	0.00	0.00	75,875.24
	0.00	0.00	0.00	0.00	0.00	0.00	4,132.70	80,007.94
A]] 853								
Prop Tax	3,409.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00
- F	0.00	0.00	0.00	0.00	0.00	0.00	3,409.19	3,409.19
РТХ	1,113.03	40,693.87	0.00	0.00	0.00	0.00	0.00	40,693.87
	0.00	0.00	0.00	0.00	0.00	0.00	1,113.03	41,806.90
RTX	1,942.96	75,875.24	0.00	0.00	0.00	0.00	0.00	75,875.24
	0.00	0.00	0.00	0.00	0.00	0.00	1,942.96	77,818.20
Prop Tax-Tot	6,465.18	116,569.11	0.00	0.00	0.00	0.00	0.00	116,569.11
- Province	0.00	0.00	0.00	0.00	0.00	0.00	6,465.18	123,034.29

Tax Year	Service							
		Prev Pen Bal	Prev Prin Bal	Calc Billed	Bal Adj Prin	Pay Prin	Pay Penalty	
		Penalty Charge	Total Billed	Adjust Bill	Adj Penalty	Apply Overpay	Penalty Bal	Total Balance
2022	Prop Tax	3,409.19	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	3,409.19	3,409.19
	PTX	1,113.03	40,693.87	0.00	0.00	0.00	0.00	40,693.87
		0.00	0.00	0.00	0.00	0.00	1,113.03	41,806.90
	RTX	1,942.96	75,875.24	0.00	0.00	0.00	0.00	75,875.24
		0.00	0.00	0.00	0.00	0.00	1,942.96	77,818.20
Total for	2022	6,465.18	116,569.11	0.00	0.00	0.00	0.00	116,569.11
		0.00	0.00	0.00	0.00	0.00	6,465.18	123,034.29
ALL	Prop Tax	3,409.19	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	3,409.19	3,409.19
	PTX	1,113.03	40,693.87	0.00	0.00	0.00	0.00	40,693.87
		0.00	0.00	0.00	0.00	0.00	1,113.03	41,806.90
	RTX	1,942.96	75,875.24	0.00	0.00	0.00	0.00	75,875.24
		0.00	0.00	0.00	0.00	0.00	1,942.96	77,818.20
Total for	'ALL Years	6,465.18	116,569.11	0.00	0.00	0.00	0.00	116,569.11
		0.00	0.00	0.00	0.00	0.00	6,465.18	123,034.29

NOTE: Prior Year/Period Principal and Penalty ARE NOT included on this report.



# STAFF REPORT

Prepared by Cameron West, Planner

### 0 S NC 87 HWY R-9 (RZ2301)

Type of Request: Rezoning

### **Meeting Dates**

Planning Board: April 18, 2023 City Council: May 9, 2023 City Council: June 13, 2023 City Council: July 11, 2023 City Council: August 8, 2023

### Summary

This is a request to rezone 53.904 acres of property from R-18 (Low-Density Residential) to R-9 (High-Density Residential) for the purpose of extending the 4th phase of Rogers Springs homes into this area. The property is mostly inside of the Suburban Residential future land use zone while the are near the river makes up the Rural Residential area which cant be built upon due to it being in the flood way. The future land use plan notes that principal uses in the Suburban Residential zone predominately are made up with detached single family homes. The appropriate density for this area is 3-6 dwelling units per acre. The maximum number of lots/units you could build with 9,000 square feet, according to the Development ordinance is 256 +-. The max the future land use deems appropriate at 6 units per acre is 318 +- units. The Planning Board voted 4-1 in recommending denial of the rezoning at its April 18th meeting.



### **Contact Information**

Clayton Properties Group INC. 10130 Perimeter Parkway, Suite 100 Charlotte, NC 28216

> Location 0 S NC 87 HWY

<u>GPIN:</u> 8882178503

# Current Zoning

R-18(Low Density Residential)

Proposed Zoning

R-9 (High-Density Residential)

**Overlay District** 

N/A

Surrounding Zoning

R-9, R-18, R-12

Surrounding Land Uses

Vacant , Single-Family

Size 53.904 acres

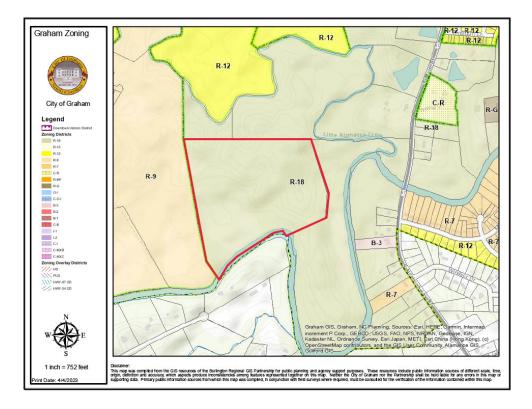
Public Water & Sewer

Yes

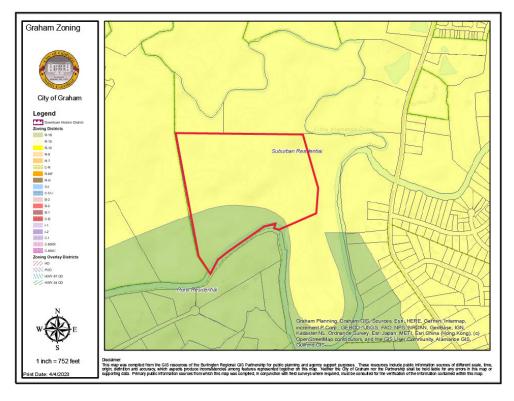
Floodplain Yes

**Staff Recommendation** 

Approval



**Zoning Map** 



**Future Land Use Map** 

### Conformity to the Graham 2035 Comprehensive Plan (GCP) and Other Adopted Plans

### **Applicable Policies;**

• **3.3.2: Focused development**. In order to maintain Graham's affordability and promote growth, the City will facilitate smart growth development by promoting infill development and focused, walkable, and mixed use, built environments. *This development utilizes the land which is served by city water and sewer more efficiently than maintaining the existing R-18 zoning. Additionally, the R-9 zoning allows for the construction of more homes in suitable locations than the R-18 current zoning.* 

### **Applicable Strategies;**

• **4.3.1 Land Use Patterns.** Promote development of efficient land use patterns to allow continued quality and efficiency of water systems. Discourage the extension of water service into areas that are not most suitable for development. The site would connect to existing city infrastructure, with redundant access and water and sewer connections.

### **Staff Recommendation**:

Based on the *Graham 2035 Comprehensive Plan* and the *City of Graham Development Ordinance*, staff recommends **approval** of the rezoning. The following supports this recommendation:

• Rezoning the property would be in consistence with the Suburban Residential type and furthers policy 3.3.2, and strategy 4.3.1, as put forth by the Graham 2035 Comprehensive Plan.

### **Planning Board Recommendation:**

The Planning Board, at its April 18th voted 4-1 to recommend denial of the proposed rezoning request. The basis of the recommended denial was due to the traffic the additional homes would bring inside of the current development and roadways into and out of the neighborhood.

### Planning Type Neighborhoods

### **Development Type**

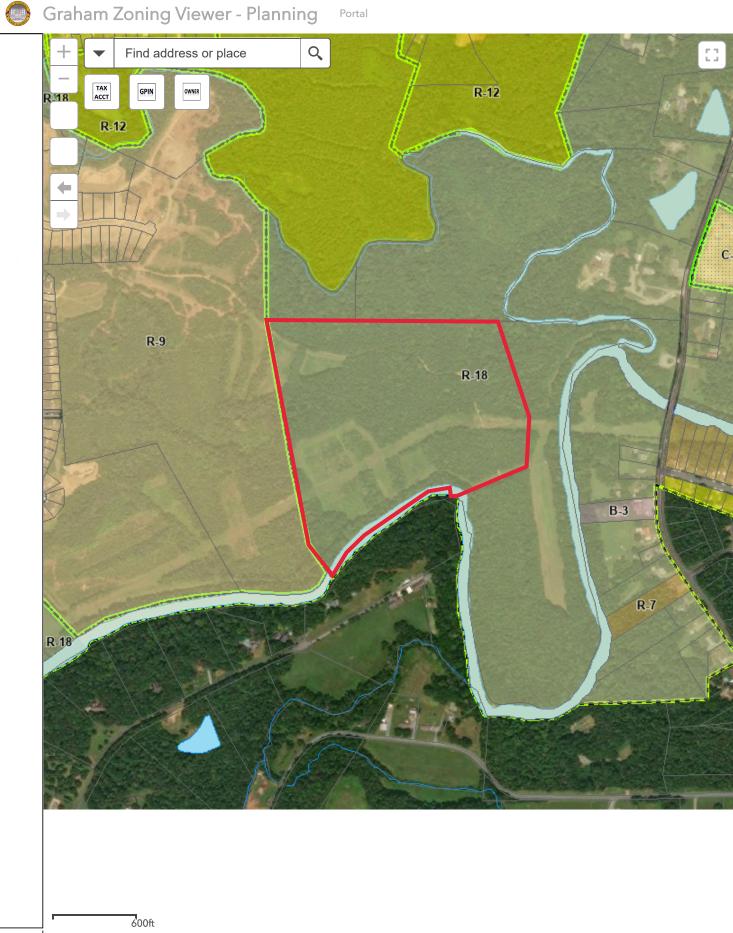
Suburban Residential

For single family residential, townhouses, duplexes, accessory dwelling units, and small scale multi-family dwelling of twelve units or less. Buildings should be located near the front of the property line, oriented towards the street, and include front porches and other private outdoor spaces. Recess garages behind the front of buildings to avoid streetscapes dominated by

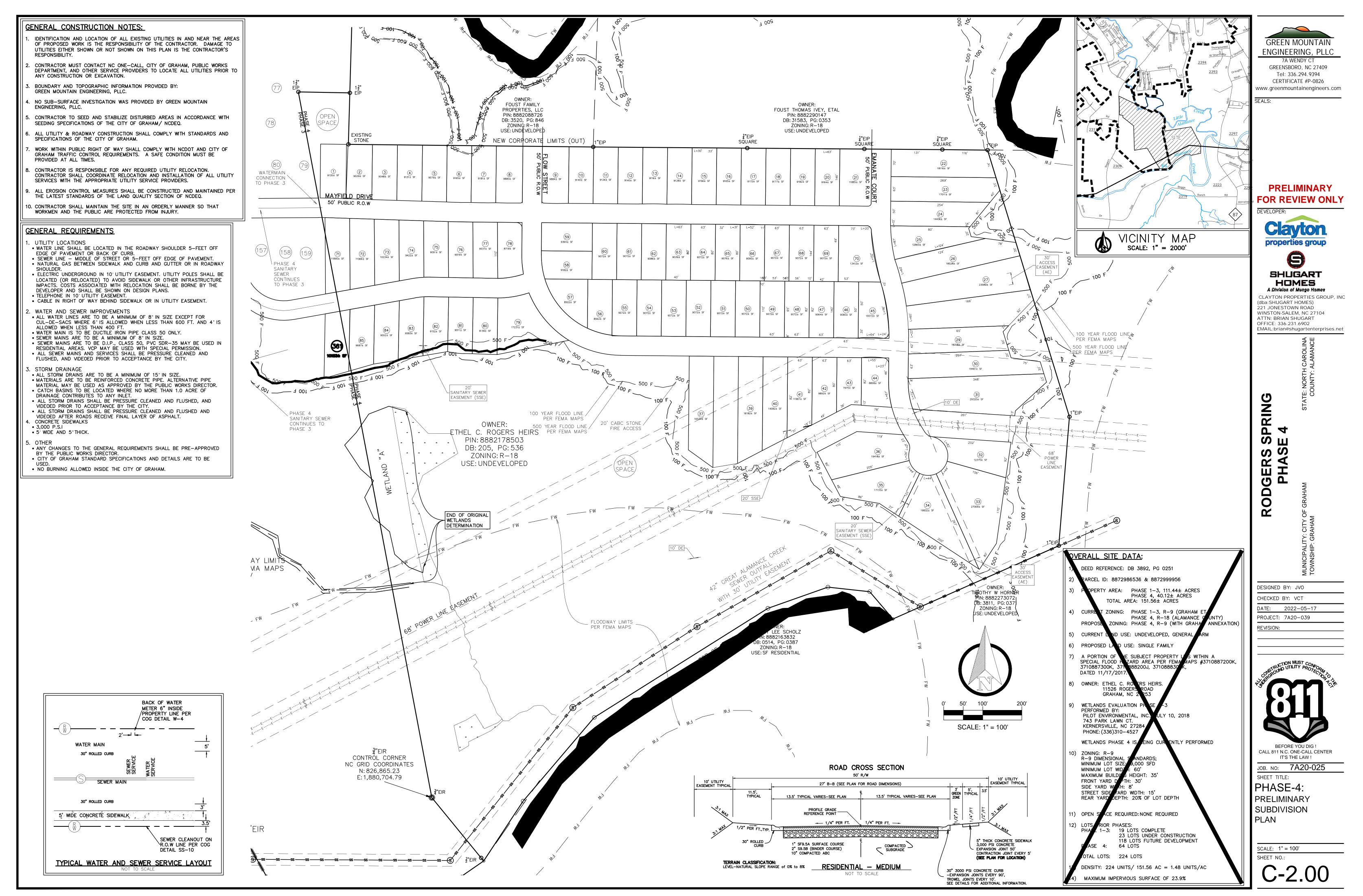
garage doors

### Appropriate Form

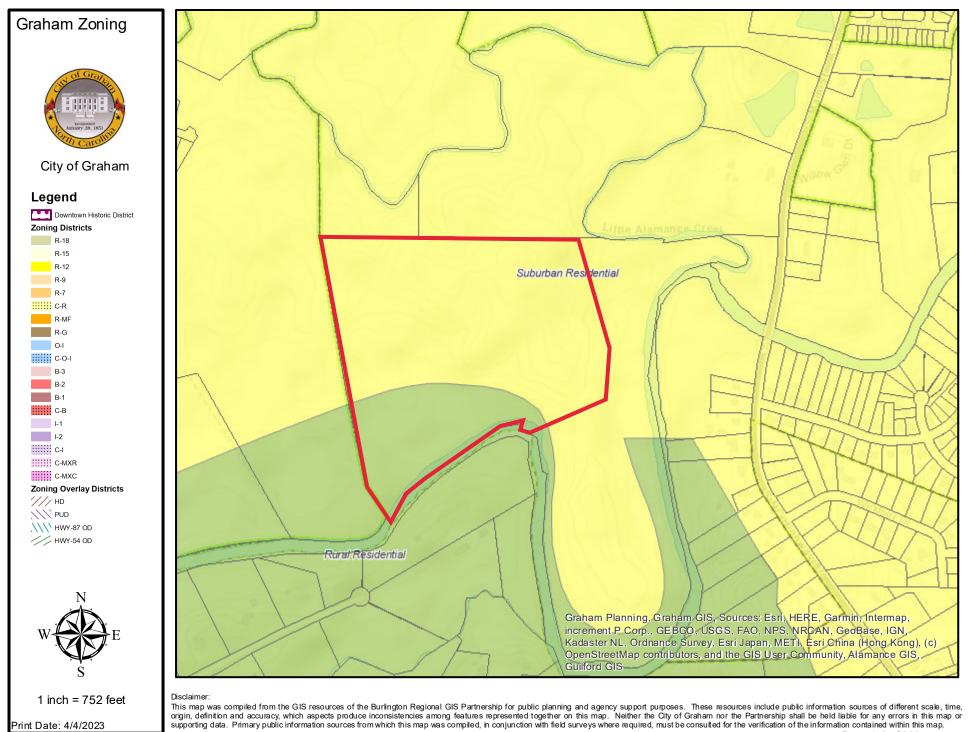
3-6 Dwelling Units per acre



-79.39974 36.02310 Degrees



Page 178 of 229



Page 179 of 229



# City Council Decision & Statement of Consistency

Per NCGS 160D-701, zoning regulations shall be made in accordance with an adopted comprehensive plan and any other officially adopted plan that is applicable. When adopting or rejecting any zoning amendment, the City Council shall also approve a statement describing whether its action is consistent with the "The Graham 2035 Comprehensive Plan" and briefly explaining why the City Council considers the action taken to be reasonable and in the public interest. The Planning Board shall provide a written recommendation to the City Council, but a comment by the Planning Board that a proposed amendment is inconsistent with the "The Graham 2035 Comprehensive Plan" shall not preclude consideration or approval of the proposed amendment by the City Council.

Rogers Spring 0 S NC 87 HWY (RZ2301)

Type of Request Rezoning

<u>Meeting Dates</u> Planning Board on April 18, 2023 City Council on May 9, 2023 City Council on June 13, 2023 City Council on July 11, 2023

### Choose one ...

I move that the application be **APPROVED**.

I move that the application be **DENIED**.

#### Choose one ...

The application **is consistent** with *The Graham 2035 Comprehensive Plan*.

The application **is not fully consistent** with *The Graham 2035 Comprehensive Plan*.

State reasons ...

This action is reasonable and in the public interest for the following reasons:

This report reflects the decision of the City Council, this the 11<sup>th</sup> day of July, 2023.

Attest:

Jennifer Talley, Mayor

Renee Ward, City Clerk



# Application for REZONING or CONDITIONAL REZONING

P.O. Drawer 357 201 South Main Street Graham, NC 27253 (336) 570-6705 Fax (336) 570-6703 www.cityofgraham.com

This application is for both general district rezonings and conditional rezonings. Applications are due on the 25<sup>th</sup> of each month. Applicants are encouraged to consult with the *City of Graham Development Ordinances* and the City Planner.

### Site

Street Address: Address has not been assigned					
Tax Map#: 142862 GPIN: 8882178503					
Current Zoning District(s):         R-7       R-9       R-12       R-15       R-18         R-MF       R-G       C-R       C-MXR         B-1       B-2       B-3       C-B       C-MXC         O-I       C-O-I       I-1       I-2       C-I					
Overlay District, if applicable: Historic S Main St/Hwy 87 E Harden St/Hwy 54 Current Use: Vacant Land 40+ acres					
Total Site Acres: 53.904 AC					
Property Owner: CLAYTON PROPERTIES GROUP INC					
Mailing Address: 10130 Perimeter Parkway, Suite 100					
City, State, Zip: Charlotte, NC 28216					

### Applicant

### Property Owner Other

Application for Conditional Rezoning may only be initiated by the owner of a legal interest in all affected property, any person having an interest in the property by reason of written contract with owner, or an agent authorized in writing to act on the owner's behalf. If the applicant for Conditional Rezoning is other than the Property Owner, documentation in compliance with the preceding statement must be provided in order for this application to be complete.

Name: CLAYTON PROPERTIES GROUP INC

Mailing Address: \_\_\_\_\_ 10130 Perimeter Parkway, Suite 100

City, State, Zip: Charlotte, NC 28216

Phone # (980) 446-3336

Email: plawler@bowman.com & agonzalez@bowman.com

I have completed this application truthfully and to the best of

my ability 3/20/27 Signature of Applicant

### **Proposed Rezoning or Conditional Rezoning**

Proposed	Zoning D	istrict(s):		
🗌 R-7	🔳 R-9	🗌 R-12	🗌 R-19	5 🗌 R-18
R-MF	R-G	C-R	C-N	<b>MXR</b>
🗌 B-1	🗌 B-2	🗌 В-З	🗌 С-В	С-МХС
0-1	🗌 с-о-і	🗌 I-1	<b>I-2</b>	🗌 C-I

Describe the purpose of this rezoning request. For Conditional Rezonings, also specify the actual use(s) intended for the property (from Sec. 10.135 Table of Permitted Uses) along with other descriptive or pertinent information, such as number of dwelling units, type of multifamily development, square footage and number of buildings:

Roger Spring Phase 4 single family subdivision	

For Conditional Rezonings, this application must be accompanied by a Preliminary Site Plan and supporting information specifying the actual use(s) and any rules, regulations or conditions that, in addition to predetermined ordinance requirements, will govern the development and use of the property.

Site Plan Review Application *must be attached* to this application for Conditional Rezonings

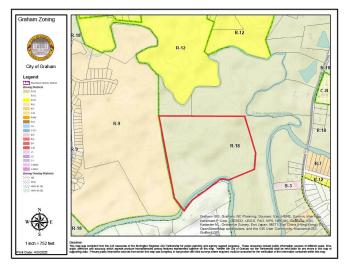
Office Use Only. DEVID#



SUBJECT:	ANNEXATION OF 53.90 +/- ACRES OFF MAYFIELD DRIVE
PREPARED BY:	CAMERON WEST, PLANNER

### **REQUESTED ACTION:**

Approve the Annexation Ordinance to Extend the Corporate Limits of the City of Graham, North Carolina for a tract of land totaling 53.90 - acres located off Mayfield Drive.



### BACKGROUND/SUMMARY:

The attached petition is a request for the Council's approval for an extension of the corporate limits to include the subject properties. The area being considered for annexation is located off of Mayfield Drive and contains approximately 53.90 +- acres total. Water and sewer are located adjacent to this property within the Mayfield Drive right of way, and the applicants wish to tie onto the City's infrastructure.

### FISCAL IMPACT:

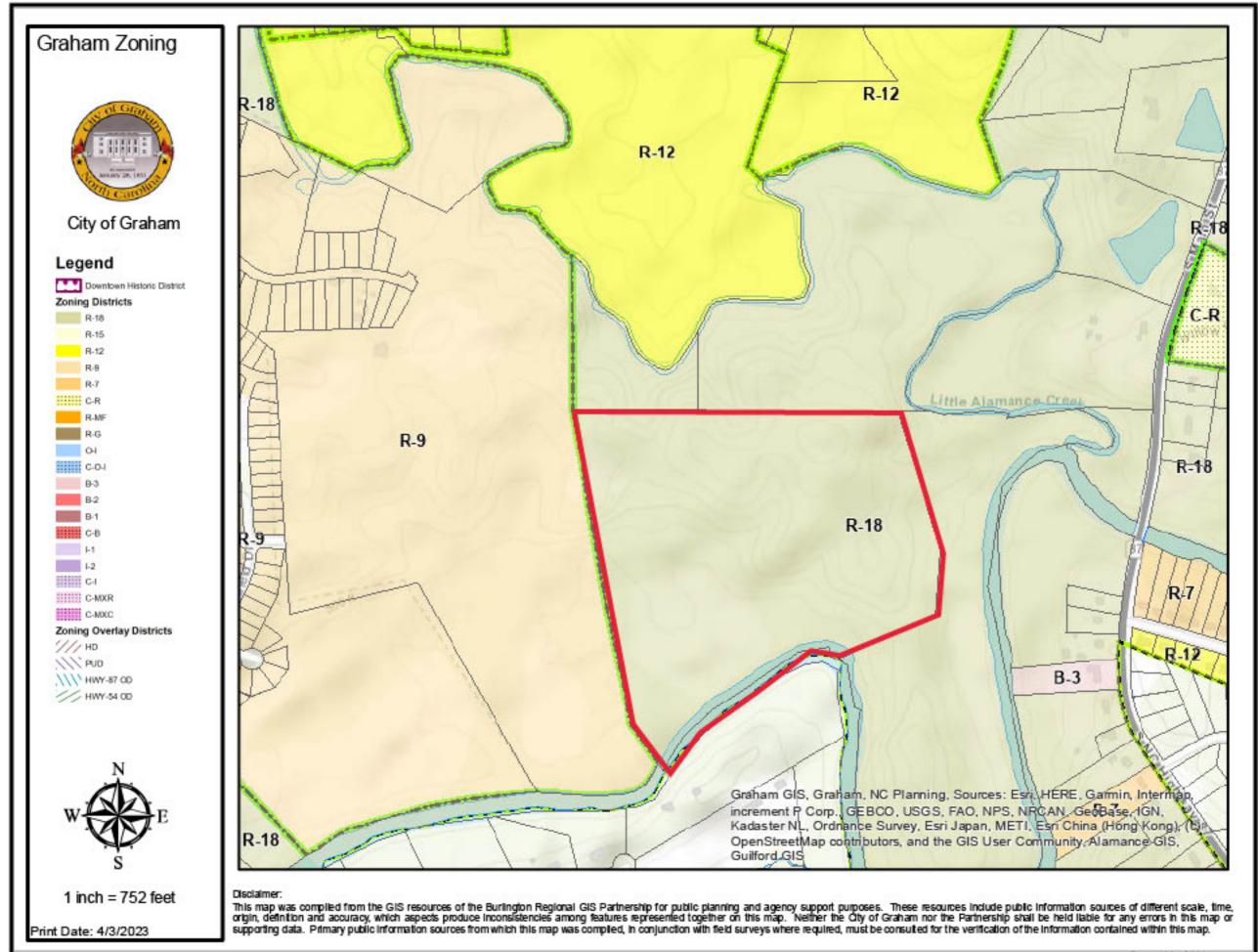
New residential property generally creates positive tax revenue for the City, and because the public services are being connected at this site, the cost to the City is minimal.

#### **STAFF RECOMMENDATION:**

Approval.

### SUGGESTED MOTION(S):

1. I move we approve the Annexation Ordinance to Extend the Corporate limits of the City of Graham, North Carolina, for 53.90 (+/-) acres off of Mayfield Drive.



### SURVEYOR'S CERTIFICATION:

I JOSHUA A. MONTAZERI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK **SEE**, PAGE **MAP**; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK **SEE**, PAGE **MAP**; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10.000+; AND THAT THE PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

REGARDING ORIENTATION AND CONTROL POINT COORDINATES: I, JOSHUA A. MONTAZERI, 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: CLASS 1
- (2) POSITIONAL ACCURACY: 1: 50,000+ (3) TYPE OF GPS FIELD PROCEDURE: VRS-RTK
- (4) DATES OF SURVEY: SEPTEMBER 18, 2020
- 5) DATUM/EPOCH: NAD83/2011
- (6) PUBLISHED/FIXED-CONTROL USE: CORS (7) GEOID MODEL: NCGEOID 12B GRS80
- (8) COMBINED GRID FACTOR(S): 0.99995931
- (9) UNITS: US SURVEY FEET

I JOSHUA A. MONTAZERI, CERTIFY THAT THIS IS A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND, OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 24th. DAY OF SEPTEMBER, 2020.





ANNEXATION APPROVED BY THE GRAHAM CITY COUNCIL ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020. WITH AN EFFECTIVE DATE OF \_\_\_\_\_, PROVIDED THAT THE PLAT BE RECORDED WITHIN SIXTY DAYS OF FINAL APPROVAL.

BY	MAYOR	DATE
ATTEST	CITY CLERK	DATE

**REVIEW OFFICER'S CERTIFICATE** ALAMANCE COUNTY, NORTH CAROLINA

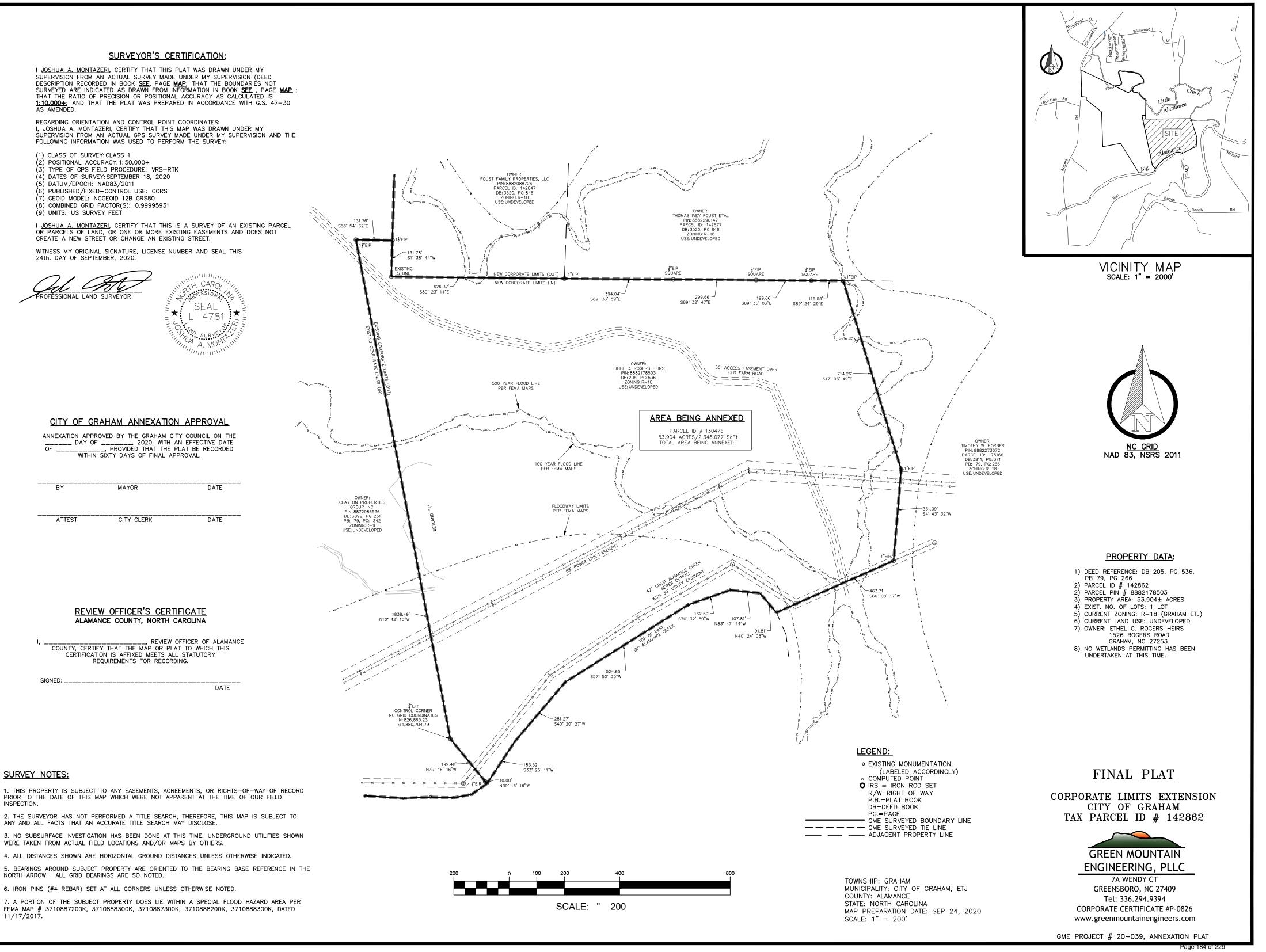
, REVIEW OFFICER OF ALAMANCE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

SIGNED: \_\_\_

SURVEY NOTES:

INSPECTION.

DATE



6. IRON PINS (#4 REBAR) SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

ANY AND ALL FACTS THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE.

WERE TAKEN FROM ACTUAL FIELD LOCATIONS AND/OR MAPS BY OTHERS.

7. A PORTION OF THE SUBJECT PROPERTY DOES LIE WITHIN A SPECIAL FLOOD HAZARD AREA PER FEMA MAP # 3710887200K, 3710888300K, 3710887300K, 3710888200K, 3710888300K, DATED 11/17/2017.

1. THIS PROPERTY IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO THE DATE OF THIS MAP WHICH WERE NOT APPARENT AT THE TIME OF OUR FIELD

2. THE SURVEYOR HAS NOT PERFORMED A TITLE SEARCH, THEREFORE, THIS MAP IS SUBJECT TO

3. NO SUBSURFACE INVESTIGATION HAS BEEN DONE AT THIS TIME. UNDERGROUND UTILITIES SHOWN

4. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE INDICATED.

Attn: Mailbox J. Bryan Coleman, Attorney

# **ANNEXATION ORDINANCE** TO EXTEND THE CORPORATE LIMITS OF THE CITY OF GRAHAM, NORTH CAROLINA FOR A 53.90-ACRE TRACT OF LAND OFF MAYFIELD DRIVE (AN2301)

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

**WHEREAS**, the Graham 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 City Hall, 201 South Main Street, Graham at 6:00 P.M. on August 8, 2023, after due notice by publication on April 27, 2023; and

WHEREAS, the Graham 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 Graham, 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 Graham as of August 8, 2023:

## Legal Description GPIN#: 8882178503

## Legal Description:

BEGINNING AT AN IRON PIPE FOUND LOCATED AT THE MOST SOUTH-EASTERLY CORNER OF THE PARCEL DESCRIBED HEREON, BEING THE TRUE POINT OF BEGINNING, AND HAVING THE FOLLOWING NORTH CAROLINA STATE PLANE COORDINATES: NC NAD 83 N:82751.037 E:1882308.671 THENCE FOLLOWING TWENTY (20) COURSES: 1. SOUTH 66 DEGREES 09 MINUTES 09 SECONDS WEST FOR 433.73 FEET TO AN IRON PIPE FOUND;

THENCE 2. SOUTH 65 DEGREES 56 MINUTES 09 SECONDS WEST FOR 29.97 FEET TO AN IRON REBAR SET: THENCE 3. NORTH 40 DEGREES 24 MINUTES 03 SECONDS WEST FOR 91.81 FEET TO AN IRON REBAR SET; THENCE 4. NORTH 83 DEGREES 47 MINUTES 39 SECONDS WEST FOR 107.81 FEET TO AN IRON REBAR SET; THENCE 5. SOUTH 70 DEGREES 33 MINUTES 04 SECONDS WEST FOR 162.59 FEET TO AN IRON REBAR SET; THENCE 6. SOUTH 57 DEGREES 50 MINUTES 40 SECONDS WEST FOR 524.65 FEET TO AN IRON REBAT SET; THENCE 7. SOUTH 40 DEGREES 20 MINUTES 32 SECONDS WEST FOR 281.27 FEET TO AN IRON REBAR SET: THENCE 8. SOUTH 33 DEGREES 24 MINUTES 21 SECONDS WEST FOR 183.51 FEET TO AN IRON REBAR SET; THENCE 9. NORTH 39 DEGREES 22 MINUTES 49 SECONDS WEST FOR 9.69 FEET TO AN IRON REBAR FOUND; THENCE 10. NORTH 39 DEGREES 15 MINUTES 35 SECONDS WEST FOR 199.75 FEET TO AN IRON REBAR FOUND; THENCE 11. NORTH 10 DEGREES 42 MINUTES 17 SECONDS WEST FOR 1838.54 FEET TO AN IRON PIPE FOUND; THENCE 12. SOUTH 88 DEGREES 53 MINUTES 02 SECONDS EAST FOR 131.73 FEET TO AN IRON PIPE FOUND: THENCE 13. SOUTH 01 DEGREES 41 MINUTES 25 SECONDS WEST FOR 131.72 FEET TO A STONE MONUMENT FOUND; THENCE 14. SOUTH 89 DEGREES 23 MINUTES 52 SECONDS EAST FOR 626.58 FEET TO AN IRON PIPE FOUND; THENCE 15. SOUTH 89 DEGREES 31 MINUTES 11 SECONDS EAST FOR 393.59 FEET TO AN IRON REBA SET; THENCE 16. SOUTH 89 DEGREES 34 MINUTES 18 SECONDS EAST FOR 300.27 FEET TO AN IRON REBAR SET: THENCE 17. SOUTH 89 DEGREES 35 MINUTES 26 SECONDS EAST FOR 199.76 FEET TO AN IRON REBAR SET; THENCE 18. SOUTH 89 DEGREES 31 MINUTES 09 SECONDS EAST FOR 115.39 FEET TO AN IRON PIPE FOUND; THENCE 19. SOUTH 17 DEGREES 02 MINUTES 26 SECONDS EAST FOR 714.51 FEET TO AN IRON PIPE FOUND; THENCE 20. SOUTH 04 DEGREES 44 MINUTES 07 SECONDS WEST FOR 330.98 FEET TO SAID POINT OF BEGINNING. SAID PARCEL CONTAINS 2,348,038 SOUARE FEET OR 53.90 ACRES OF LAND, MORE OR LESS.

Adopted this, the 8th day of August 2023.

Jennifer Talley, Mayor, City of Graham

ATTEST:

APPROVED AS TO FORM:

Renee M. Ward, City Clerk

Bryan Coleman, City Attorney



# STAFF REPORT

Prepared by Cameron West, Planner

# Colonial Heights/Lacy Farms Amendment (CR2005)

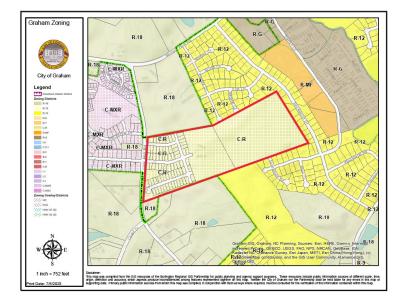
Type of Request: Conditional Rezoning Amendment

### **Meeting Dates**

Planning Board on July 18, 2023 City Council on August 8, 2023

### **Summary**

This is a request by Leoterra Graham LLC and agents thereof to amend the existing Conditional Rezoning to make changes to the site-specific plan to remove street tie-in to Tonewood Drive, Reconfigure Open Space, and Reduce the number of Mail Kiosks. Provided to you all is the original approved plan along with the conditions associated with the approval. The previous conditions were that Wendy Drive would not be connected to the existing street stub-out, but the easements would be given to the City for water, sewer, and other utilities as necessary. Phase 1 of this project has been complete, but this request came from reviewing the phase 2 & 3 plans that showed a removal of open space area and a question regarding removing the Tonewood Drive street connection. Planning Board recommended approval 5-0 with the following conditions: All previously approved conditoins remain, Tonewood Drive connection is abandoned, Mail Kiosks are move to centralized location at the front of the development, remove open space and incorporate lots 117 and 125, and maneuver turn around area on the norther portion of Archer Drive to not be inside of evergreen planting and allow lot 85 to be relocated with the potential addition of 1-3 lots.



### **Contact Information**

LeoTerra Graham LLC 110-A Shields Park Drive Kernersville, NC 27284 336-279-7280; kat.lyons@leoterradevelopment.com

> Location Monroe Holt & Lacy Holt Rd

<u>GPIN:</u> 8873625474/8873526180

### **Current Zoning**

C-R (Conditional Residential)

Proposed Zoning

C-R (Conditional Residential)

Overlay District N/A

### Surrounding Zoning

R-18, R-12, C-MXR, Vacant

Surrounding Land Uses

Single Family Houses & Farm Land

<u>Size</u> 57 acres

Public Water & Sewer Yes

> Floodplain No

**Staff Recommendation** 

Approval

### Conformity to the Graham 2035 Comprehensive Plan (GCP) and Other Adopted Plans

Future Land Use Suburban Residential Principal Uses: Suburban residential neighborhoods are primarily settings for existing and future single family detached housing, but may also contain additional housing typologies and low-impact supporting uses in neighborhood activity centers. Affordable detached homes within attractive walkable neighborhoods will continue to make Graham an attractive place to live for people who work in Graham and surrounding communities.

### **Applicable Policies:**

- Strategy 4.3.1 Land Use Patterns. Promote development of efficient land use patterns to allow continued quality and efficiency of water systems. Discourage the extension of water service into areas that are not most suitable for development. Water and sewer services already exist in this area, with sufficient capacity for the proposed development.
- **Policy 3.3.2 Focused Development.** In order to maintain Graham's affordability and promote growth, the city will facilitate smart growth development by promoting infill development and focused, walkable, and mixed use built environments.
- **Policy 5.1.1 Housing Variety.** Encourage a mix of housing types within Graham to increase choice. These can include single family dwellings units, multifamily dwelling units, small units, pre-fabricated homes, co-housing and clustered housing.
- **Policy 5.2.1: Diverse Neighborhood.** Encourage a mix of housing types within Graham, including detached, duplex, multifamily, townhomes, and live-work units.

### Planning Type Neighborhoods

Development Type Suburban Residential

The term neighborhood refers to the idea of a compact, walkable, diverse, and connected community. As the building blocks of City urban fabric, neighborhoods should be organized around smallscale activity centers that provide civic and commercial functions within a five to ten-minute walk for residents to meet their daily needs.

Neighborhoods should be well connected internally and externally for bicyclists, pedestrians, and commuters. Small blocks and high connectivity ratios should be established and maintained both within and between neighborhoods.

> Appropriate Density 3-6 dwelling units per acre

### **Staff Recommendation**

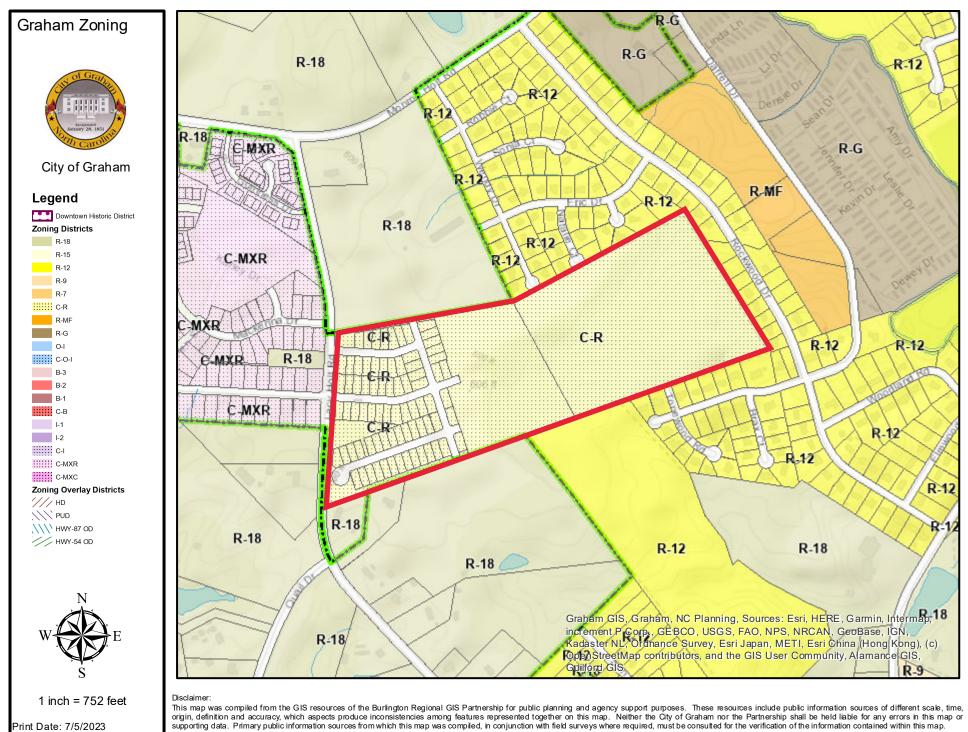
Based on the *Graham 2035 Comprehensive Plan* and the *City of Graham Development Ordinance*, staff recommends **approval** of the rezoning per Applicable Policies above.

### **Planning Board Recommendation:**

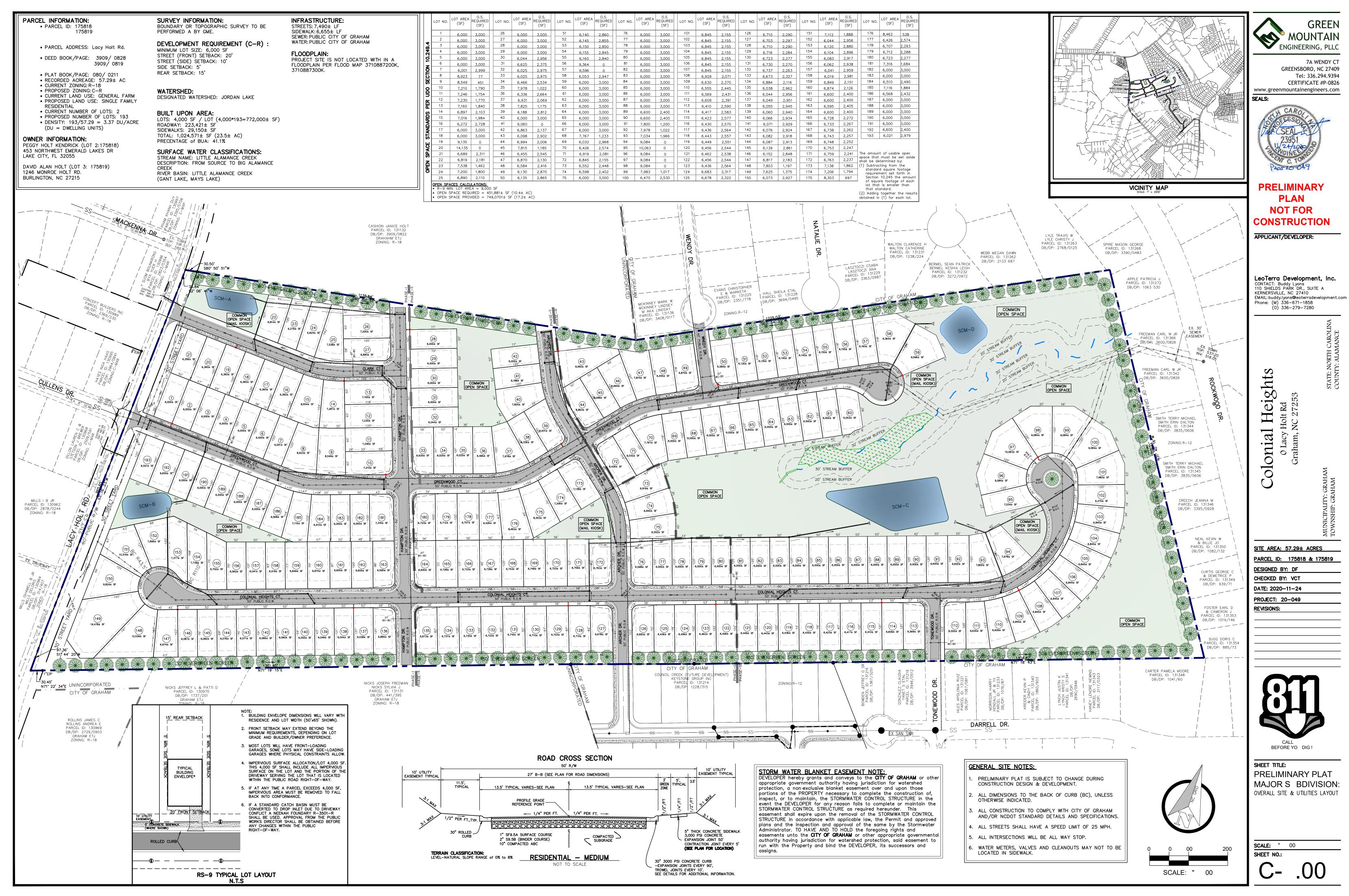
Planning Board recommended approval 5-0 with the following conditions:

- All previously approved conditoins remain
- Tonewood Drive connection is abandoned
- Mail Kiosks are move to centralized location at the front of the development
- Remove open space and incorporate lots 117 and 125

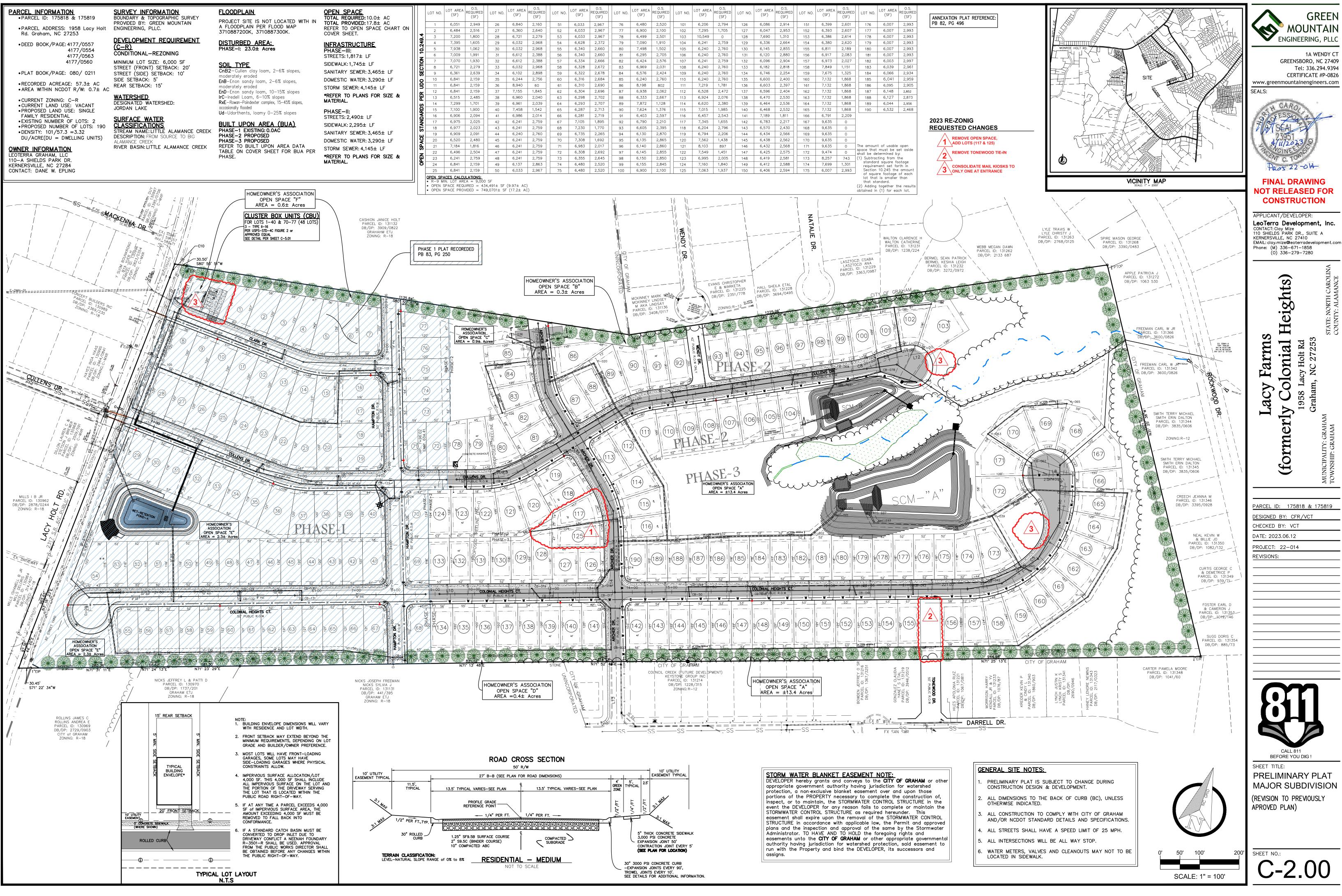
- Maneuver turn around area on the norther portion of Archer Drive to not be inside of evergreen planting and allow lot 85 to be relocated with the potential addition of 1-3 lots.



Page 189 of 229



- DENSITY: 101/57.3 = 3.32





# PLANNING BOARD Recommendation & Statement of Consistency

Per NCGS 160A-383, zoning regulations shall be made in accordance with an adopted comprehensive plan and any other officially adopted plan that is applicable. The Planning Board shall advise and comment on whether the proposed amendment is consistent with "The Graham 2035 Comprehensive Plan" and any other officially adopted plan that is applicable. The Planning Board shall provide a written recommendation to the City Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with "The Graham 2035 Comprehensive Plan" shall not preclude consideration or approval of the proposed amendment by the City Council.

Colonial Heights-Lacy Farms (CR2005)

<u>Type of Request</u> Conditional Rezoning Amendment

Meeting Dates Planning Board on July 18, 2023 City Council on August 8, 2023

I move to recommend APPROVAL of the application as presented.

I move to recommend APPROVAL with the following conditions:

- All previous approved conditions remain
- Tonewood Drive Connection is abandoned
- Mail kiosks are moved to centralized location at the front of the development
- Remove open Space and incorporate lots 117 and 125
- Manuever turn around area on Arhcer Drive to not be inside of evergreen planting and allow for lot 85 to be relocated with the addition of 1-3 lots
- I move to **recommend DENIAL**.

The application **is consistent** with *The Graham 2035 Comprehensive Plan*.

The application **is not fully consistent** with *The Graham 2035 Comprehensive Plan.* 

The action is reasonable and in the public interest for the following reasons:

This report reflects the recommendation of the Planning Board, this the 18<sup>th</sup> day of July, 2023.

Attest: 5 Planning Board Chairman Debbie Jolly, Secret



SUBJECT:	ROAD CLOSURE FOR PATRIOTS FESTIVAL
PREPARED BY:	BRIAN FAUCETTE, DIRECTOR OF RECREATION AND PARKS

### **REQUESTED ACTION:**

The Recreation and Parks Department requests the following closures: (map attached)

-Closure of the 100 blocks of East and West Elm Streets and North and South Main Streets on Saturday, September 16, 2023, from 7 am-6 pm

-Closure of all parking spaces within court square on Saturday, September 16, 2023, from 12 am-6 pm.

In cooperation with Maverick Radio, the parking spots on the 100 block of East Elm Street and the parking lot adjacent to Colonial Hardware will be accessible beginning at 4 pm for the beginning of the car cruise-in held in conjunction with the Kinfolk Concert.

### **BACKGROUND/SUMMARY:**

On September 11, 2021, the Fire, Police, and Recreation and Parks Departments of the City of Graham organized the first Commemorative 9/11 5K to honor first responders and to benefit the Children of Fallen Heroes. Following the overwhelming success of the inaugural 9/11 5K, organizers began brainstorming ways to expand the event into a larger festival to continue to celebrate First Responders. With the City Council's passage of the FY '23-'24 budget, resources are available for a new festival in downtown Graham. The Patriots Festival is envisioned to be an outlet for our community to gather to celebrate through entertainment, arts, and events. The festival will highlight First Responders, Community Organizations, and Downtown Businesses through adult and family-friendly activities when compared with GRPD's other signature events Slice of Summer and Pumpkin Bash, which are focused on younger children. A focus on adult and adolescent leisure opportunities through community-wide programs and special events will meet the goals outlined in the 2020 GRPD Master Plan (p. 52).

GRPD staff hand-delivered letters to all businesses in the downtown area outlining the street closure request. This will be completed by August 5<sup>th</sup>. GRPD staff will send reminders before each closure to all appropriate email addresses received from the City Clerk.

### FISCAL IMPACT:

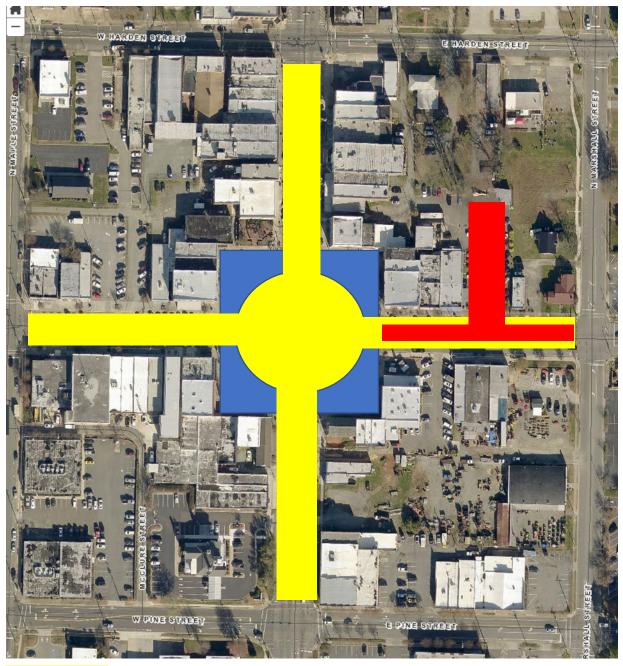
No fiscal impact on the City of Graham aside from the regularly budgeted program expenses.

### **STAFF RECOMMENDATION:**

Staff recommends approval of the closure of the 100 blocks of East and West Elm Streets and the 100 blocks of North and South Main Streets on Saturday, September 16, 2023, from 7am-6pm and the closure of all parking spaces within court square on Saturday, September 16, 2023, from 12am-6pm for the Patriots Festival.

### SUGGESTED MOTION(S):

I MAKE A MOTION TO APPROVE THE STAFF-RECOMMENDED STREET CLOSURES FOR THE PATRIOTS FESTIVAL.



Requested closure for travel lanes is 7am-6pm Requested closure for parking spaces is 12am-6pm Traffic flow around court square will remain open until 7am Access opened at 4pm

# NORTH CAROLINA CITY OF GRAHAM

# **RESOLUTION SUPPORTING THE CREATION OF THE EASTERN PIEDMONT NC HOME CONSORTIUM**

WHEREAS, if approved, this resolution would offer support for the creation of the Eastern Piedmont NC Home Consortium and further authorizes the City Manager to negotiate and enter into an agreement with other units of local government in the five (5) counties in creating the consortium, and further authorizes the City Manager to sign all contracts, grant agreements, certifications with the US Department of Housing and Urban Development, the State of North Carolina, or other agencies as may be required to carry out the activities of the consortium.

**WHEREAS**, the creation of the HOME Consortium provides an opportunity for federal block grant funding to be used toward the development of affordable housing opportunities within the Eastern Piedmont Consortium, which covers Alamance, Caswell, Davidson, Randolph, and Rockingham Counties. This action does not commit the City to provide any funding, as the only time a funding commitment may be required is if the City were to pursue grant funding through the consortium for an affordable housing initiative.

WHEREAS, the HOME Investment Partnerships Program (HOME) provides formula grants to States and localities that communities use, often in partnership with local nonprofit groups, to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership, or providing direct rental assistance to low-income households. HOME is the largest Federal block grant to state and local governments, designed exclusively to create affordable housing for low-income households, with HOME funds awarded annually as formula grants to participating jurisdictions.

WHEREAS, generally, units of local government form consortia to access direct formula allocations of HOME funds to support housing activities and programs, for which States are automatically eligible for HOME funds and receive their formula allocation or \$3 million, whichever is greater. Local jurisdictions eligible for at least \$750,000 under the formula also can receive a direct allocation. Communities that do not qualify for an individual allocation under the formula can join with one or more neighboring localities in a legally binding consortium whose members' combined allocation would meet the threshold for direct funding. Under current funding levels, if all eligible counties, and municipalities, join this consortium, the proposed consortium would have funding of approximately \$2,172,070 annually. The net funding level after deducting administrative fees used to run the program would be approximately \$1,960,000.

**WHEREAS**, there is a 25% ongoing match requirement on all funds drawn from the consortium's HOME Investment Trust Fund treasury account in that fiscal year. The 25% non-federal match can be in the form of cash, assets, labor, or other services valuable to the HOME program. The 25% match will be the responsibility of the recipient accessing the funds on a project-by-project basis. In the current regional consortium, funds from private and non-profit partners have produced far more

match funds than would be required and no local funds have been required for match. No money is required from local governments to join the consortium.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GRAHAM CITY COUNCIL,

that the Board is in support of participation in an Agreement to join the Eastern Piedmont NC HOME Consortium, which will provide an opportunity for Low-Income Residents of the City to receive benefits from grant funds to be used toward the development of affordable housing.

Adopted this the 8<sup>th</sup> day of August 2023.

Mayor Jennifer Talley

ATTEST:

City Clerk Renee M. Ward

2

# **Eastern Piedmont HOME Consortium**

June 30, 2023

# Submission to HUD for Designation as a Consortium

City of Burlington (in Alamance County) – Grantee and Lead Entity

Alamance County – Member Caswell County – Member Davidson County – Member Randolph County – Member Rockingham County – Member



CITY OF BURLINGTON



February 27, 2023

Richard M. Thomason, Senior Community Planning & Development Representative US Dept. of Housing and Urban Development 1500 Pinecroft Rd. Ste. 401 Greensboro, NC 27407

RE: Notice of Intent to form the Eastern Piedmont HOME Program Consortium (EPHPC)

The City of Burlington, North Carolina is a CDBG Entitlement Community has been receiving funding from the US Department of Housing and Urban Development under the CDBG Program to address needs of low-income families since 1974. The City of Burlington will act as the Participating Jurisdiction and Grantee for the new HOME Consortium.

The new Consortium will consist of the contiguous counties of Alamance, Caswell, Davidson, Randolph and Rockingham, with the City of Burlington as the 6<sup>th</sup> member and PJ of this North Carolina Consortium.

The HUD HOME Consortium Builder estimate for this new HOME Consortium is \$2,172,070:		
Estimated value of the FAMILIES IN POVERTY factor:	\$663,270	
Estimated value of the PRE-1950 RENTAL HOUSING OCCUPIED BY THE POOR		
factor:	\$311,490	
Estimated value of the RENTAL HOUSING WITH 1 OF 4 PROBLEMS		
factor:	\$322,110	
Estimated value of the COST INDEXED RENTAL HOUSING WITH 1		
OF 4 PROBLEMS factor:	\$291,400	
Estimated value of the VACANCY ADJUSTED RENTAL HOUSING		
WITH PROBLEMS factor:	\$227,010	
Estimated value of the POPULATION INDEXED BY PER CAPITA		
INCOME factor:	\$356,790	
Estimated TOTAL:	\$2,172,070	

The EPHPC will be a self-sufficient program that requires no funding from local governments while providing funds for new housing and housing improvements.

The City of Burlington has sufficient legal authority and administrative capacity to carry out the purposes of the HOME program on behalf of its members and the Piedmont Triad Regional Council (PTRC) will act as the experienced HOME administrator for the new Consortium. The PTRC has administered the Surry County Housing Consortium since 1995. The City of Burlington was Greensboro HOME Consortium member from 2000 to 2022.

Please let me know if you need any additional information.

Craig Koneycutt, City Manager

## State Certification



Roy Cooper GOVERNOR

Machelle Baker Sanders SECRETARY

> Kenny Flowers Assistant secretary

# **CERTIFICATION - State of North Carolina**

# **HOME Investment Partnerships Program**

# Eastern Piedmont HOME Program Consortium (EPHPC)

A Consortium for the purposes of the HOME Investment Partnerships Program known as the **Eastern Piedmont HOME Program Consortium (EPHPC)** is approved for establishment. The new Consortium will consist of the City of Burlington and the following counties of North Carolina:

- Alamance County
- Caswell County
- Davidson County
- Randolph County
- Rockingham County
- City of Burlington

The **City of Burlington** has been designated to act in a representative capacity for all members of the Consortium for the purposes of the HOME Program.

The State of North Carolina certifies that the **Eastern Piedmont HOME Program Consortium** (EPHPC) will direct its activities to the alleviation of housing problems for low- and moderate-income families in the communities identified above.

Date: May 16, 2023

Signed by:

DocuSigned by: Kenny Flowers BFB0CDE9B68546F..

Kenny Flowers Assistant Secretary for Rural Development NC Department of Commerce Title: Authorized Official for the Governor

cc: File

# EASTERN PIEDMONT HOUSING CONSORTIUM JOINT COOPERATION HOME CONSORTUM AGREEMENT

THIS AGREEMENT, entered into this 20th day of 10, 2023, by and between geographically contiguous units of general local government as shown on the signature pages attached hereto which include Alamance, Caswell, Davidson, Randolph and Rockinham Counties, and governmental units located within said counties, and the City of Burlington (herein called "Lead Entity"), all of which are general local governmental units of the State of North Carolina, and this agreement is made pursuant Chapter 160A, Article 20 of the North Carolina General Statutes.

# WITNESSETH THAT:

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (herein called the "Act") makes provisions whereby units of general local government may enter into cooperation agreements and form a Consortium to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnerships Program (Home Program); and

WHEREAS, it is the desire of the parties that the Lead Entity act in a representative capacity for the Member Jurisdictions as well as itself. The Member Jurisdictions desire that the Lead Entity assume overall responsibility for ensuring that the Consortium established below, is carried out in compliance with the requirements of the Act, state and federal regulations program requirements and the Consolidated Plan for the Consortium.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1. To establish the Eastern Piedmont Housing Consortium (the Consortium) in 2023 as a joint agency, pursuant to N.C. General Statute 160A-462, for the purposes of cooperatively providing safe, affordable and standard housing, promoting economic development and alleviating housing problems in the counties of Alamance, Caswell, Davidson, Randolph and Rockinham, and the populations located in those counties.
- 2. The Eastern Piedmont Housing Consortium Board of Directors (the Board) will provide policy direction for the operations of the Consortium. The Board will meet at least quarterly or as often as considered necessary by the Lead Entity or by a majority of the members of the Consortium. The membership of the Board shall be comprised of two members from each County and two members from the PJ (COB); for 12 total appointed board members. The Board shall provide an Annual Report summarizing the status and accomplishments of the consortium to the Governing Body of each member. The Board shall establish policy and administrative arrangements to carry out the functions of the Consortium including, but not limited to, approving proposals for funding submitted by the Consortium, distributing funds awarded to the Consortium and recommending contracts for carrying out the functions of the Consortium. With respect to the financial and legal obligations undertaken by the Lead Entity with HUD, no action shall be taken by the Consortium without the concurrence of the Lead Entity. The Consortium is designated as a participating jurisdiction under the HOME Program, and Members shall continue to appoint members to serve on the Board. In the event the Board consists of more than 10 representatives, an executive committee will continue consisting of 6 members representing one each from the five County Governments

and one from the Lead Entity. The Lead Entity shall designate one of its representatives to serve as Chairman of the Board and the Executive Committee.

- 3. The Lead Entity and each Member Jurisdiction shall be responsible for providing matching funds required by federal regulations for any funds allocated directly to that jurisdiction, should the jurisdiction have its own projects. No Member Jurisdiction shall refuse to provide matching funds required by its projects for the period of time that the participation of that Member Jurisdiction is required in the Consortium by HUD regulations and this Agreement. Each Member Jurisdiction shall reimburse the Lead Entity immediately and in full for any and all expenses incurred by the Lead Entity as a result of the failure of any Member Jurisdiction does not have a project within its jurisdiction and shall not be required if the project/activity is awarded to a grantee not associated with the Member Jurisdiction, e.g. Habitat for Humanity, Developers, religious affiliated grantees.
- 4. The Member Jurisdictions hereby authorize the Lead Entity to submit, request and receive HOME funding from the United States Department of Housing and Urban Development on behalf of the Consortium and to otherwise act on behalf of the Consortium as authorized by the Board.
- 5. The Member Jurisdictions hereby authorize the Lead Entity to establish and maintain a local HOME Investment Trust Fund (as defined by HUD)/Account for receipt of HOME funds and repayments (Program Income) as required by 24 CFR Part 92.500.
- 6. The Lead Entity and Member Jurisdictions shall cooperate in the implementation of the HOME Program and shall cooperate in the preparation of the Consolidated Plan by providing to the Lead Entity that information needed.
- 7. Funds for projects shall be allocated by the Board.
- 8. The Consortium agrees that at least 15% of all HOME Program funds received will be subcontracted for projects administered by Community Housing Development Organizations (CHDOs) as defined in the Act which have 501(c) tax status as required by federal law.
- 9. If a member jurisdiction is awarded direct funding the Board shall have the right to reallocate HOME Program funding to the Consortium to be used on other eligible projects when a Member Jurisdiction is unable to use the funding due to lack of eligible projects or matching resources. A schedule for reallocation shall be determined by the Board to allow HOME Program funding to be used by the Consortium before reallocation by the U.S. Department of Housing and Urban Development to jurisdictions outside the Consortium. The reallocation of funds that are unable to be used shall be consistent with the Consortium's adopted Consolidated Plan.
- 10. With reference to any program income and repayments generated from the HOME funds, federal regulations shall govern placement of program income generated from HOME funds and repayments into the local trust fund/account. The Lead Entity shall, if requested and to the extent possible, separately account for program income and repayments on each funded project. Program Income and repayments on projects shall only be available for use on activities that are consistent with the Act and the approved Consolidated Plan.

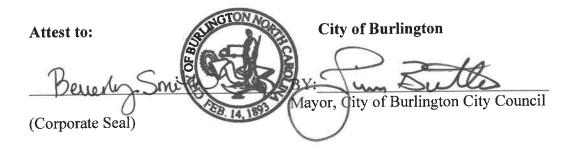
11. The Member Jurisdictions and Lead Entity shall affirmatively further fair housing as a key objective of the Eastern Piedmont Housing Consortium. This means that they will take proactive steps to address and prevent discrimination in housing and promote equal access to housing opportunities for all individuals, regardless of their race, color, religion, sex, national origin, familial status, or disability.

To affirmatively further fair housing, the Member Jurisdictions and Lead Entity will engage in a range of activities, including conducting fair housing assessments and developing strategies to address identified issues. They will also work to promote greater community engagement and outreach, increasing public awareness of fair housing laws and encouraging greater participation in the housing decision-making process.

- 12. The Lead Entity and Member Jurisdictions, as parties to the Consortium, shall direct all activities, with respect to the Consortium, to the alleviation of housing problems in the State of North Carolina. The Lead Entity is authorized by this Agreement to enter into contractual relationships to administer the Consortium for the first 3 year period to govern the provision of administrative services including an Administrative Agreement with the Piedmont Triad Regional Council.
- 13. The Member Jurisdictions and Lead Entity agree that each will save the other harmless due to the negligent acts of its employees, officers or agents, including volunteers, or due to any negligent operation of equipment. This section shall not be construed as waiving any defense or limitation which either party may have against any claim or cause of action by any person not a party to this agreement. The Member Jurisdictions shall not be held harmless for liability that may result from failure to provide proper accounting or otherwise comply with State and Federal regulations. Each Member Jurisdiction shall immediately reimburse the Lead Entity in full for any and all expense for which the Lead Entity shall become responsible in its role as Lead Entity. To the extent that such expense is incurred by the acts or omissions of a single Member Jurisdiction, that Member Jurisdiction shall make such reimbursement in full. To the extent that such expense is incurred by acts or omissions of two or more Member Jurisdictions, said reimbursement shall be shared proportionately by those Member Jurisdictions.
- 14. The Lead Entity and the Member Jurisdictions agree to remain in the Consortium at least through September 30, 2027, the first three year term. Thereafter, each party shall continue to participate in the Consortium to the extent required by HUD regulations or other applicable law. The obligations of each of the parties as set forth herein and as required by HUD regulations and other applicable law shall remain effective for the duration of any responsibility of the Consortium or Lead Entity to HUD. The Lead Entity and Member Jurisdictions agree not to withdraw from the Agreement prior to September 30, 2027.
- 15. Dissolution: In the event of the dissolution of the Consortium, the following provisions shall apply:
  - a. Distribution of Assets: Any remaining assets, both tangible and intangible, owned or controlled by the Consortium shall be distributed among the Consortium Parties in proportion to their respective contributions, the Lead Entity/Grantee The City of Burlington will be the only member that may have and assets derived from the administration of the Consortium funds, unless otherwise agreed upon in writing.

- b. Financial Obligations: The Consortium Parties shall settle any outstanding financial obligations, including but not limited to debts, liabilities, and contractual commitments, incurred by the Consortium prior to its dissolution. The costs shall be apportioned among the Consortium Parties in accordance with their respective responsibilities, unless otherwise agreed upon in writing. In practice the Lead Entity/Grantee The City of Burlington has all financial/fiscal responsibility for the Consortium and will be the only direct recipient of Program Income generated through private and nonprofit eligible activities throughout the Consortium.
- c. Intellectual Property: The Consortium Parties shall address the ownership, licensing, and disposition of any intellectual property developed jointly or individually during the Consortium's existence. The Consortium Parties shall negotiate and execute separate agreements regarding the intellectual property rights and any obligations arising from it. The Lead Entity/Grantee The City of Burlington will be responsible for the creation and development of Consortium Plans, Reports and any intellectual properties for the Consortium.
- d. Termination of Consortium Obligations: Upon dissolution, all obligations and commitments of the Consortium Parties under this Agreement and any related agreements shall be terminated, except for those specifically required to be fulfilled post-dissolution, as agreed upon by the Consortium Parties.
- 16. Should disputes arise between any participants in the Consortium resulting in legal action, such actions shall be filed in the appropriate courts of Alamance County. All parties hereto located in Counties outside Alamance County specifically waive any alternate venue.
- 17. The program year start date for the Consortium shall be July 1, 2024. The program Fiscal Year is July 1<sup>st</sup> through June 30<sup>th</sup>. The Lead Entity and Member Jurisdictions agree to have the same program year for CDBG, HOME, ESG and HOPWA grants.
- 18. Renewal. Unless otherwise terminated by agreement in writing of all parties hereto or by termination of the HOME program by HUD, this agreement shall automatically be renewed for successive three-year qualification periods under the same terms and conditions. The parties agree that the Lead Entity (City of Burlington) will notify each consortium member in the Right Not to Participate Notice if there are any amendments that will be required to the Agreement. These changes would include, but not be limited to, changes to the management process, voting, distribution of funds, or other administrative matters. Any Member Jurisdiction shall have the right to withdraw from the consortium three months prior to the beginning of any renewal period by giving notice in writing to the City of Burlington. For each renewal period, the City of Burlington shall, by the date specified in HUD's consortia designation notices, notify each of the Participating Units in writing of its right not to participate for that renewal period and shall provide copies of all such notifications to HUD.

IN WITNESS WHEREOF, the lead entity and the Member Jurisdictions have caused this Agreement to be executed by a duly authorized officer of each party.



# STATE OF NORTH CAROLINA

**COUNTY OF Alamance** 

Beverly D. Smith,  $\Lambda$ , Notary Public of the County and State aforesaid certify that Jim Butler  $\Lambda$ , personally I. came before me this day and acknowledged that he/she is the Mayor of the City of Burlington, a body politic and corporate, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Mayor and attested by myself as Clerk to the City Council.

Witness my hand and notarial seal this \_\_\_\_\_ day of June \_\_\_\_, 2023.



Notary Public My Commission Expires: July 26,2027

Certification that each party does hereby state that this joint Cooperation Agreement is fully authorized and is in accordance with State and local law and provides full legal authority for the member to undertake or to assist in undertaking housing assistance activities under the HOME Investment Partnership program authorized under the National Affordable Housing Act of 1990, as amended.

Burlington City Autorney

**IN WITNESS WHEREOF**, the lead entity and the Member Jurisdictions have caused this Agreement to be executed by a duly authorized officer of each party.

Attest to:

**County of Alamance** 

ini BY: you Heidi York

Alamance County Manager

I, Kry Wirry, Correct to the Board of County Commissioners of Alamance County do hereby certify that Herdingson personally came before me this day and acknowledged that she is the Manager of the County of Alamance, a body politic and corporate, and that by authority duly given and as the act of its Board of Commissioners, the foregoing instrument has signed in its name by its Manager and attested by myself as Clerk to the Board of County Commissioners.

Witness my hand and seal this \_\_\_\_\_\_

\_\_\_\_\_day of <u>June</u>, 2023.

Tory Frink Clerk to Alamance County Board of Commissioners

Approved as to form.

Alamance County Attorney

# Signature Page

THIS AGREEMENT, entered into this 19<sup>th</sup> day of June, 2023, by the Caswell County Board of Commissioners agree to the terms of the Eastern Piedmont Housing Consortium Joint Cooperation HOME Consortium Agreement.

Attest to: 1 Mille porate Seal)

County of Caswell

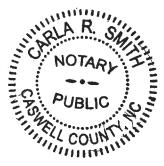
BY:

Chairman, Caswell County Board of Commissioners

STATE OF NORTH CAROLINA COUNTY OF Caswell

I, **Carla R. Smith**, Notary Public of the County and State aforesaid certify that **John Dickeron**, personally came before me this day and acknowledged that he is the Board Chair of the Caswell County Board of Commissioners, a body politic and corporate, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Chairman and attested by myself as Clerk to the Board.

Witness my hand and notarial seal this  $10^{-11}$  day of June, 2023.



Carla Smith

Notary Public My Commission Expires: <u>|0//3/2025</u>

IN WITNESS WHEREOF, the lead entity and the Member Jurisdictions have caused this Agreement to be executed by a duly authorized officer of each party.

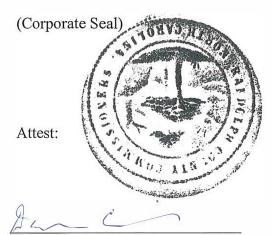
Attest to: Dehorne Harris	]
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and b a	
SIZE FORTH CAROLINA	
FDAVIDSON	<b>N</b> T /
Machina parapally come before	_, Nota

ary Public of the County and State aforesaid certify that McClure personally came before me this day and acknowledged that he is the Chair of the Davidson County Board of Commissioners, a body politic and corporate, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Chair and attested by the Clerk to the Board.

Witness my hand and notarial seal this 13th day of May, 2023.

Notary Public My Commission Expires: July 4, 2024

MANDY E CONNIE Notary Public - North Carolina Davidson County My Commission Expires Jul 4, 2026 Eastern Piedmont HOME Consortium



### COUNTY OF RANDOLPH

Darrell Frye, Chairman

Randolph County Board of Commissioners

Dana Crisco, Clerk to the Board

### STATE OF NORTH CAROLINA COUNTY OF RANDOLPH

I, Jennifer Parks, a Notary Public of the County of Randolph, State of North Carolina, do hereby certify that Dana Crisco, who is personally known to me, appeared before me this day and acknowledged that she is the Clerk to the Board for the County of Randolph and that, by authority duly given and as the act of the County of Randolph, the foregoing instrument was voluntarily executed on behalf of the County by Darrell Frye, the Chairman, sealed with the County's seal, and attested by her as Clerk to the Board for the purposes stated therein.

Witness my hand and notarial seal this 20 day of 300, 2023. SEA C. P. My Commission Expires: \_\_\_\_\_\_

Certification that each party does hereby state that this joint Cooperation Agreement is fully authorized and is in accordance with State and local law and provides full legal authority for the member to undertake or to assist in undertaking housing assistance activities under the HOME Investment Partnership program authorized under the National Affordable Housing Act of 1990, as amended.

Aimee Scotton, Associate County Attorney



**IN WITNESS WHEREOF,** the lead entity and the Member Jurisdictions have caused this Agreement to be executed by a duly authorized officer of each party.

Attest to:

### **Rockingham County**

F.R.L - D. L.) a BY: LINGHAM CO Chairman, Rockingham County Board of Commissioners (Corporate Seal) STATE OF NORTH CA COUNTY OF Rockinghan

I, Jenniker H. Weeks, Notary Public of the County and State aforesaid certify that , personally came before me this day and acknowledged that <u>he/she</u> is the Chair of the Rockingham Board of Commissioners, a body politic and corporate, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Chair and attested by the Clerk to the Board.

Witness my hand and notarial seal this  $29^{\text{th}}$  day of 3uc, 2023.



Opmile H. Woods Notary Public My Commission Expires: July 9, 2028

# RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLINGTON SUPPORTING THE CREATION OF THE EASTERN PIEDMONT NC HOME CONSORTIUM

WHEREAS, if approved this resolution would offer support for the creation of the Eastern Piedmont NC Home Consortium and further authorizes the City Manager in consultation and with approval of the City Attorney to negotiate and enter into an agreement with other units of local government in the five (5) counties, as the **Grantee and Participating Jurisdiction**, in creating the consortium and further authorizes the City Manager to sign all contracts, grant agreements, certifications with the US Department of Housing and Urban Development, the State of North Carolina or other agencies as may be required to carry out the activities of the consortium.

WHEREAS, the creation of the HOME Consortium provides an opportunity for federal block grant funding to be used toward the development of affordable housing opportunities within the Eastern Piedmont Consortium, which covers Alamance, Caswell, Davidson, Randolph and Rockingham Counties. This action does not commit the City to provide funding, as the only time a funding commitment may be required is if the City were to pursue grant funding through the consortium for an affordable housing initiative.

WHEREAS, the HOME Investment Partnerships Program (HOME) provides formula grants to States and localities that communities use, often in partnership with local nonprofit groups, to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households, with HOME funds awarded annually as formula grants to participating jurisdictions.

WHEREAS, generally, units of local government form consortia to access direct formula allocations of HOME funds to support housing activities and programs, for which States are automatically eligible for HOME funds and receive their formula allocation or \$3 million, whichever is greater. Local jurisdictions eligible for at least \$750,000 under the formula also can receive a direct allocation. Communities that do not qualify for an individual allocation under the formula can join with one or more neighboring localities in a legally binding consortium whose members' combined allocation would meet the threshold for direct funding. Under current funding levels, if all eligible counties join this consortium, the proposed consortium would have funding of approximately \$2,172,070 annually. The net funding level after deducting administrative fees used to run the program would be approximately \$1,960,000.

WHEREAS, there is a 25% on-going match requirement on all funds drawn from the consortium's HOME Investment Trust Fund treasury account in that fiscal year. The 25% non-federal match can be in the form of cash, assets, labor or other services valuable to the HOME program. The 25% match will be the responsibility of the recipient accessing the funds on a project by project basis. No money is required from local governments to join the consortium.

Now, THEREFORE, BE IT RESOLVED BY THE BURLINGTONG CITY COUNCIL, that they are in support of participation in an Agreement to create the Eastern Piedmont NC HOME Consortium, which will provide an opportunity for all members to receive grant funds to be used toward the development of affordable housing.

This the **24** day of March 2023. James Butler, Mayor Attest: Beverly D. Smith, City Clerk



# RANDOLPH COUNTY BOARD OF COMMISSIONERS

Darrell Frye, Chairman David Allen, Vice-Chairman Kenny Kidd Maxton McDowell Hope Haywood

Randolph County Office Building 725 McDowell Road Asheboro, North Carolina 27205 Telephone 336-318-6300

Hal Johnson, County Manager Ben Morgan, County Attorney Dana Crisco, Clerk to the Board

# **RESOLUTION OF THE COUNTY OF RANDOLPH SUPPORTING THE CREATION OF THE EASTERN PIEDMONT NC HOME CONSORTIUM**

WHEREAS, if approved this resolution would offer support for the creation of the Eastern Piedmont NC Home Consortium and further authorizes the County Manager in consultation and with approval of the Board of Commissioners to negotiate and enter into an agreement with other units of local government in the five (5) counties, as the **Grantee and Participating Jurisdiction**, in creating the consortium and further authorizes the County Manager to sign all contracts, grant agreements, certifications with the US Department of Housing and Urban Development, the State of North Carolina or other agencies as may be required to carry out the activities of the consortium.

WHEREAS, the creation of the HOME Consortium provides an opportunity for federal block grant funding to be used toward the development of affordable housing opportunities within the Eastern Piedmont Consortium, which covers Alamance, Caswell, Davidson, Randolph and Rockingham Counties. This action does not commit the County to provide funding, as the only time a funding commitment may be required is if the County were to pursue grant funding through the consortium for an affordable housing initiative.

WHEREAS, the HOME Investment Partnerships Program (HOME) provides formula grants to States and localities that communities use, often in partnership with local nonprofit groups, to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households, with HOME funds awarded annually as formula grants to participating jurisdictions.

WHEREAS, generally, units of local government form consortia to access direct formula allocations of HOME funds to support housing activities and programs, for which States are automatically eligible for HOME funds and receive their formula allocation or \$3 million, whichever is greater. Local jurisdictions eligible for at least \$750,000 under the formula also can receive a direct allocation. Communities that do not qualify for an individual allocation under the formula can join with one or more neighboring localities in a legally binding consortium whose members' combined allocation would meet the threshold for direct funding. Under current funding levels, if all eligible counties join this consortium, the proposed consortium would have funding of approximately \$2,172,070 annually. The net funding level after deducting administrative fees used to run the program would be approximately \$1,960,000.

WHEREAS, there is a 25% on-going match requirement on all funds drawn from the consortium's HOME Investment Trust Fund treasury account in that fiscal year. The 25% non-federal match can be in the form of cash, assets, labor or other services valuable to the HOME program. The 25% match will be the responsibility of the recipient accessing the funds on a project by project basis. No money is required from local governments to join the consortium.

**NOW, THEREFORE, BE IT RESOLVED BY THE RANDOLPH COUNTY BOARD OF COMMISSIONERS**, that they are in support of participation in an Agreement to create the Eastern Piedmont NC HOME Consortium, which will provide an opportunity for all members to receive grant funds to be used toward the development of affordable housing.

This the 19<sup>th</sup> day of June 2023.

Darrell Frye, Chairman

Randolph County Board of Commissioners

ATTEST:

Dana Crisco, Clerk Randolph County Board of Commissioners



# NORTH CAROLINA ROCKINGHAM COUNTY

# RESOLUTION SUPPORTING THE CREATION OF THE EASTERN PIEDMONT NC HOME CONSORTIUM

WHEREAS, if approved this resolution would offer support for the creation of the Eastern Piedmont NC Home Consortium and further authorizes the County Manager in consultation and with approval of the County Attorney to negotiate and enter into an agreement with other units of local government in the five (5) counties in creating the consortium and further authorizes the County Manager to sign all contracts, grant agreements, certifications with the US Department of Housing and Urban Development, the State of North Carolina or other agencies as may be required "ortry out the activities of the consortium.

**wnEREAS**, the creation of the HOME Consortium provides an opportunity for federal block grant funding to be used toward the development of affordable housing opportunities within the Eastern Piedmont Consortium, which covers Alamance, Caswell, Davidson, Randolph and Rockingham Counties. This action does not commit the County to provide funding, as the only time a funding commitment may be required is if the County were to pursue grant funding through the consortium for an affordable housing initiative.

**WHEREAS**, the HOME Investment Partnerships Program (HOME) provides formula grants to States and localities that communities use, often in partnership with local nonprofit groups, to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households, with HOME funds awarded annually as formula grants to participating jurisdictions.

WHEREAS, generally, units of local government form consortia to access direct formula allocations of HOME funds to support housing activities and programs, for which States are automatically eligible for HOME funds and receive their formula allocation or \$3 million, whichever is greater. Local jurisdictions eligible for at least \$750,000 under the formula also can receive a direct allocation. Communities that do not qualify for an individual allocation under the formula can join with one or more neighboring localities in a legally binding consortium whose members' combined allocation would meet the threshold for direct funding. Under current funding levels, if all eligible counties join this consortium, the proposed consortium would have funding of approximately \$2,172,070 annually. The net funding level after deducting administrative fees used to run the program would be approximately \$1,960,000.

**WHEREAS**, there is a 25% on-going match requirement on all funds drawn from the consortium's HOME Investment Trust Fund treasury account in that fiscal year. The 25% non-federal match can be in the form of cash, assets, labor or other services valuable to the HOME program. The 25% match will be the responsibility of the recipient accessing the funds on a project by project

basis. In our current regional consortium, funds from private and non-profit partners has produced far more match than required, and no local funds have been required for match. No money is required from local governments to join the consortium.

**NOW, THEREFORE, BE IT RESOLVED BY THE ROCKINGHAM COUNTY BOARD OF COMMISSIONERS,** that they are in support of participation in an Agreement to join the Eastern Piedmont NC HOME Consortium, which will provide an opportunity for Rockingham County to receive grant funds to be used toward the development of affordable housing.

This the  $30^{+}$  day of February, 2023.



Mal F. Richa

Mark Richardson, Chair Rockingham County Board of Commissioners

Attest:

Susan O. Washburn, Clerk to the Board

# NORTH CAROLINA ALAMANCE COUNTY

# **RESOLUTION SUPPORTING THE CREATION OF THE EASTERN PIEDMONT NC HOME CONSORTIUM**

WHEREAS, if approved, this resolution would offer support for the creation of the Eastern Piedmont NC Home Consortium and further authorizes the County Manager, in consultation and with approval of the County Attorney, to negotiate and enter into an agreement with other units of local government in the five (5) counties in creating the consortium, and further authorizes the County Manager to sign all contracts, grant agreements, certifications with the US Department of Housing and Urban Development, the State of North Carolina, or other agencies as may be required to carry out the activities of the consortium.

WHEREAS, the creation of the HOME Consortium provides an opportunity for federal block grant funding to be used toward the development of affordable housing opportunities within the Eastern Piedmont Consortium, which covers Alamance, Caswell, Davidson, Randolph and Rockingham Counties. This action does not commit the County to provide funding, as the only time a funding commitment may be required is if the County were to pursue grant funding through the consortium for an affordable housing initiative.

WHEREAS, the HOME Investment Partnerships Program (HOME) provides formula grants to States and localities that communities use, often in partnership with local nonprofit groups, to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership, or providing direct rental assistance to low-income households. HOME is the largest Federal block grant to state and local governments, designed exclusively to create affordable housing for low-income households, with HOME funds awarded annually as formula grants to participating jurisdictions.

WHEREAS, generally, units of local government form consortia to access direct formula allocations of HOME funds to support housing activities and programs, for which States are automatically eligible for HOME funds and receive their formula allocation or \$3 million, whichever is greater. Local jurisdictions eligible for at least \$750,000 under the formula also can receive a direct allocation. Communities that do not qualify for an individual allocation under the formula can join with one or more neighboring localities in a legally binding consortium whose members' combined allocation would meet the threshold for direct funding. Under current funding levels, if all eligible counties join this consortium, the proposed consortium would have funding of approximately \$2,172,070 annually. The net funding level after deducting administrative fees used to run the program would be approximately \$1,960,000.

WHEREAS, there is a 25% on-going match requirement on all funds drawn from the consortium's HOME Investment Trust Fund treasury account in that fiscal year. The 25% non-federal match can be in the form of cash, assets, labor or other services valuable to the HOME program. The 25% match will be the responsibility of the recipient accessing the funds on a project by project

1

basis. In the current regional consortium, funds from private and non-profit partners have produced far more match funds than would be required and no local funds have been required for match. No money is required from local governments to join the consortium.

**NOW, THEREFORE, BE IT RESOLVED BY THE ALAMANCE COUNTY BOARD OF COMMISSIONERS,** that the Board is in support of participation in an Agreement to join the Eastern Piedmont NC HOME Consortium, which will provide an opportunity for Alamance County to receive grant funds to be used toward the development of affordable housing.

This the  $\mathbf{\underline{61}}$  day of March 2023.

John Paisley, Jr., Chairman Alamance County Board of Commissioners

Attest: ink, Clerk to the Board





# CASWELL COUNTY LOCAL GOVERNMENT RESOLUTION SUPPORTING THE CREATION OF THE EASTERN PIEDMONT NC HOME CONSORTIUM

WHEREAS, if approved this resolution would offer support for the creation of the Eastern Piedmont NC Home Consortium and further authorizes the County Manager in consultation and with approval of the County Attorney to negotiate and enter into an agreement with other units of local government in the five (5) counties in creating the consortium and further authorizes the County Manager to sign all contracts, grant agreements, certifications with the US Department of Housing and Urban Development, the State of North Carolina or other agencies as may be required to carry out the activities of the consortium.

**WHEREAS**, the creation of the HOME consortium provides an opportunity for federal block grant funding to be used toward the development of affordable housing opportunities within the Eastern Piedmont Consortium, which covers Alamance, Caswell, Davidson, Randolph and Rockingham Counties. This action does not commit the County to providing funding, as the only time a funding commitment may be required is if the County were to pursue grant funding through the consortium for an affordable housing initiative.

WHEREAS, the Home Investment Partnership Program (HOME) provides formula grants to States and localities that communities use, often in partnership with local nonprofit groups, to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households with HOME funds awarded annually as formula grants to participating jurisdictions.

WHEREAS, generally, units of local government form consortia to access direct formula allocations of HOME funds to support housing activities and programs, for which States are automatically eligible for HOME funds and receive their formula allocation or \$3 million, whichever is greater. Local jurisdictions eligible for at least \$750,000 under the formula also can receive a direct allocation. Communities that do not qualify for an individual allocation under the formula can *join with one or more neighboring localities in a legally binding consortium whose members' combined allocation would meet the threshold for direct funding*. Under current funding levels, if all eligible counties join this consortium, the proposed consortium would have funding of approximately \$2,172,070 annually. The net funding level after deducting administrative fees used to run the program would be approximately \$1,960,000.

WHEREAS, there is a 25% on-going match requirement on all funds drawn from the consortium's HOME Investment Trust Fund treasury account in that fiscal year. The 25% non-federal match can be in the form of cash, assets, labor or other services valuable to the HOME program. The 25% match will be the responsibility of the recipient accessing the funds on a project by project basis. In our current regional consortium, funds from private and non-profit partners has produced far more match than required, and no local funds have been required for match. No money is required from local governments to join the consortium.

NOW, THEREFORE, BE IT RESOLVED BY THE CASWELL COUNTY BOARD OF

**COMMISSIONERS**, that they are in support of participation in an Agreement to join the Eastern Piedmont NC HOME Consortium, which will provide an opportunity for Caswell County to receive grant funds to be used towards the development of affordable housing.

This the 6th day of March, 2023.

Tim Yarbrough, Vice Chair

Caswell County Board of Commissioners

Attest:

Carla Smith, Clerk to the Board



# **DAVIDSON COUNTY**

# **AGENDA ITEM**

TO: BOARD OF COMMISSIONERS

DEPARTMENT: County Manager

PREPARED BY: Maness, Tim

TITLE: Approval of Eastern Piedmont Housing Consortium Agreement

# BACKGROUND:

At the March 2, 2023 BOC Informational Meeting, the Commissioners heard a presentation from Matthew Dolge, Executive Director for Piedmont Triad Regional Council related to the Home Consortium program. At the meeting, PTRC wanted to gage the BOC's interest in joining the Eastern Piedmont Housing Consortium that "establishes the availability of federal resources that aim to increase access to safe, decent, and affordable housing for low-income households in your county."

Attached is the Consortium Agreement. The City of Burlington has been identified as the lead entity. As part of the agreement, should housing projects/funding be identified for the County, the County is not bound or obligated to provide matching funds. Historically matches have been made available by other organizations.

# **RECOMMENDATION(S):**

Staff recommends the BOC approve the Housing Consortium Agreement.

# Attachments

Eastern Piedmont Housing Consortium Agreement Home Consortium Summary

# **STAFF REPORT**

SUBJECT:	EASEMENT FOR DUKE ENERGY CAROLINAS, LLC
PREPARED BY:	AARON HOLLAND, ASSISTANT CITY MANAGER

### **REQUESTED ACTION:**

Authorize the City to provide an easement for Duke Energy Carolinas, LLC to serve the Cherry Creek Subdivision located off Cherry Lane.

### BACKGROUND/SUMMARY:

Duke Energy Carolinas, LLC has submitted an easement request to the City of Graham to provide an easement area for overhead and underground lines. The property is located south of the Cherry Creek Subdivision and is described in the attached easement agreement and map.



### **FISCAL IMPACT:**

N/A

### **STAFF RECOMMENDATION:**

Approval.

# SUGGESTED MOTION(S):

I move we authorize the City Manager and City Attorney to effectuate the attached easement agreement with Duke Energy Carolinas, LLC as described. Prepared by: Duke Energy Carolinas, LLC Return to: Duke Energy Carolinas, LLC Attn: Karin Silverthorn Parcel # 172109 172110

EASEMENT

State of North Carolina County of Alamance

THIS EASEMENT ("**Easement**") is made this \_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_\_, from **CITY OF GRAHAM**, a North Carolina municipal corporation ("**Grantor**", whether one or more), to **DUKE ENERGY CAROLINAS**, LLC, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities").

Grantor is the owner of that certain property described in that instrument recorded in **Deed Book 3323**, Page 855, Alamance County Register of Deeds ("Property").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

For Grantee's Internal Use: Work Order #: 47548800-30 Page 1 of 3

- 1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
- 2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
- 3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
- 4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
- 5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
- 6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
- 7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
- 8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
- 9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

# CITY OF GRAHAM

a North Carolina municipal corporation

Megan Garner, City Manager

(SEAL)

Attest:

Renee Ward, City Clerk

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I,	_, a Notary Public of	County, State of
, certify	that Renee Ward personally appe	ared before me this day and acknowledged that
	ion, the foregoing EASEMENT v	corporation, and that by authority duly given was signed in its name by its City Manager, k.

Witness my hand and notarial seal, this	day of	, 20
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Notary Public: \_\_\_\_\_

Commission expires: \_\_\_\_\_



# VOLUNTEER BOARD & COMMISSION APPLICATION



The following application is used by the Graham City Council to identify individuals interested in serving on a City board or commission. To ensure that your application will receive full consideration, please answer all questions completely. For more information and details about each board, please visit cityofgraham.com/boards-commissions

<i>Name:</i> Maynard Jeannis	Email Address: MLJEANNIS@GMAIL.COM
Home Address: 544 Woodland Dr	Mailing Address: 544 Woodland Dr
City, State, Zip: Graham NC 27253	<i>City, State, Zip:</i> Graham NC 27253
Home Phone: 631-885-3815	Alternate Phone: 631-885-3815

Please list the board(s) and/or commissions on which you are currently serving:

Please select up to, two (2) boards and/or commissions from the list below for which you would like to be considered and indicate your preference for each selection (1 = first choice and 2 = second choice):

Alcohol Beverage Control Board	Historical Museum Advisory Board
Appearance/Tree Commission	Historic Resources Commission
Canine Review Board	Planning Board/Board of Adjustment
X Graham Housing Authority	Recreation Commission
Library Committee (Alamance County)	X Economic Development & Marketing Committee

Note: If you wish to change your selections for desired board(s) and/or commission(s) you will need to file a new application with the City Clerk. Only the most recent application on file will be presented to City Council.

# RELEVANT EXPERIENCE

Current employer/retire	d: First Citizens Ban	k					
Employer address: 541			State,	Zip:	Durham	NC 27703	

Job title and description of responsibilities:

Hub Financial Sales Manager

Which of the following relevant knowledge, skills, abilities, interest, and/or experiences would you bring to the board(s) or commission(s) to which you are applying (select all that apply):



Why do you believe you would be an asset to the board(s) and/or commission(s) to which you are applying?

I look forward to being an asset by fostering positive relationship with the community and commissioners. Show commitment to short and long term initiatives and projects. Utilize my professional background, knowledge, valuable insight and expertise to contribute to innovative ideas and solutions.

Have you attended a meeting of the board(s) and/or commission(s) for which you are applying?

Yes X No

Have you met with the chairperson or Staff Liaison of the board(s) and/or commission(s) for which you are applying?

-		Provide Name	2
	Yes	X	No

Additional relevant information:

	erk Use Only eceived: CEIVED
JUL	18 2023

CITY OF GRAHAM

Thank you for your interest in the City of Graham's boards and commissions. Submit this application by email to: Renee Ward at <a href="mailto:nward@cityofgraham.com">nward@cityofgraham.com</a> or in person to: City Clerk's Office | 201 South Main Street | or mail to: City Clerk P.O. Drawer 357, Graham, Neg2725029

#### CITY OF GRAHAM

# **VOLUNTEER BOARD** & COMMISSION APPLICATION



The following application is used by the Graham City Council to identify individuals interested in serving on a City board or commission. To ensure that your application will receive full consideration, please answer all questions completely. For more information and details about each board, please visit cityofgraham.com/boards-commissions

	Email Address: <u>LISZIKyle Unline &amp; Jahoo. ann</u>
	Mailing Address: 217 Guthne 52.
City, State, Zip: Graham NC 27253	City, State, Zip: Grapon NC 21253
	Alternate Phone:

Please list the board(s) and/or commissions on which you are currently serving:

Please select up to, two (2) boards and/or commissions from the list below for which you would like to be considered and indicate your preference for each selection (1 = first choice and 2 = second choice):

Alcohol Beverage Control Board	F F	Historical Museum Advisory Board
Appearance/Tree Commission		listoric Resources Commission
Canine Review Board	F F	Planning Board/Board of Adjustment
Graham Housing Authority	R	Recreation Commission
Library Committee (Alamance County)	E	conomic Development & Marketing Committee

Note: If you wish to change your selections for desired board(s) and/or commission(s) you will need to file a new application with the City Clerk. Only the most recent application on file will be presented to City Council.

RELEVANT EXPERIENCE - Doughter of Suranner Moser\* Current employer/retired: <u>SELF Employed MUSICIAN</u>/PK MST. <u>Stran</u> Employer address: <u>101 N. Maple SK.</u> City, State, Zip: <u>G</u>IDHAM NC 21253 Job title and description of responsibilities: hostess/bartendi Dark time manager, pening & closing All in house open social media/adversing customer relations Page 228 of 229

Which of the following relevant knowledge, skills, abilities, interest, and/or experiences would you bring to the board(s) or commission(s) to which you are applying (select all that apply):



Why do you believe you would be an asset to the board(s) and/or commission(s) to which you are applying?

I grew up in a household with both parents in the real estate business. My mother Suzanne V. Moser has served as a commissioner on the GHA for most of my life. I have attended many meetings and always been be very interested in an the aspects of the commission. It would give me great pleasure and pride to carry on my amozing Mother's legacy...

Have you attended a meeting of the board(s) and/or commission(s) for which you are applying?

Yes No

Have you met with the chairperson or Staff Liaison of the board(s) and/or commission(s) for which you are applying?

Yes	V	No

For City Clerk Use Only Date Received: RECEIVED

JUN 0 5 2023

Additional relevant information:

Born to lead but also a good cooperator -
Love working with people - from all works
of life - Enjoy Kids - music benefits
of life - Enjoy Kids - music benefits & have organized many to help local organizations ( yo hable español