

**CITY OF GRAHAM
REGULAR SESSION
TUESDAY, APRIL 6, 2010
7:00 P.M.**

The City Council of the City of Graham met in regular session at 7:00 p.m., on Tuesday, April 6, 2010 in the Council Chambers of the Municipal Building located at 201 South Main Street.

Council Members Present:

Mayor Jerry Peterman
Mayor Pro Tem Linens
Council Member Jim Albright
Council Member Chip Turner

Also Present:

Chris Rollins, City Manager
Frankie Maness, Assistant City Manager
Aaron Holland, Planner
Keith Whited, City Attorney
Kimberly Harris, City Clerk

Council Members Absent:

Council Member Victor Euliss

Mayor Peterman called the meeting to order at 7:00 p.m. He then recognized Mayor Pro Tem Linens who gave the invocation.

Proclamation: Alamance Christian School Boys Basketball Team -

Proclamation

WHEREAS, the Alamance Christian School Boys Basketball Team won the North Carolina Christian Schools Association Annual State Championship on Saturday, February 20th, 2010; and

WHEREAS, On February 20th, 2010 the Alamance Christian School Boys Basketball Team won its second state title in 3 years as it defeated host Gospel Light 61-55 in overtime on the final game of the NCCSA Tournament; and

WHEREAS, a clutch 3 pointer by Blake Marley and the late game free throw shooting of Will Shepherd and Brandyn Burns helped the team prevail. This has been the Alamance Christian School's best 25 -2 season; and

WHEREAS, we recognize the following team members and coaches with great pride:

Benton Tuck	Senior	Nathaniel-Foust	Senior
Tyler VanNostrand	Senior	Blake Marley	Junior
Bud Hurséy	Senior	Thomas Klar	Junior
Brandyn Burns	Senior	Ethan Massey	Sophomore
Jonathan Racke	Senior	Phillip Barker	Sophomore
Will Shepherd	Senior	Alan Barker	Sophomore
Anthony Winston	Senior	Cole Johnson	Sophomore
Coach:	Jerry Bailey		
Assistant Coaches:	Josh Howard and Brad Prentice		
Manager:	Nathaniel Foust		

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Graham, and on behalf of the Citizens of Graham, do hereby express congratulations for the significant accomplishments achieved by the Alamance Christian School Boys Basketball Team and also our gratitude for the pride and recognition they have brought to themselves, Alamance Christian School, and the community.

This the 6th day of April 2010.

CONSENT AGENDA:**March 2010 Tax Releases and Refunds.**CITY OF GRAHAM
RELEASE ACCOUNTS

APRIL						
<u>ACCT #</u>	<u>YEAR</u>	<u>RECEIPT</u>	<u>NAME</u>	<u>RE/PP</u>	<u>REASON FOR RELEASE</u>	<u>RELEASED</u>
5364	2009	6054	PINEWOOD PROPERTIES ALA LLC	RE	BOER VALUE ADJUSTMENT	81.65
118163	2009	7644	TERRELL, DAVID LEE	PP	BOAT SOLD BEFORE JAN 2008	7.03
118163	2009	7645	TERRELL, DAVID LEE	PP	BOAT MOTOR SOLD BEFORE JAN 2008	1.42
121804	2009	656	BERNICH, GLORIA JEAN	PP	NOT ON PARK LIST 2009	4.99
436118	2009	405	AUSLEY, ROGER WAITT & PENNY N	RE	BOER VALUE ADJUSTMENT	1.84
436118	2009	406	AUSLEY, ROGER WAITT & PENNY N	RE	BOER VALUE ADJUSTMENT	0.20
453703	2009	7228	SOUTHWOOD OF GRAHAM LLC	RE	COMMON AREA - RELEASE VALUE	83.44
456920	2008	6545	ROBINSON, SHINETTA DORAL	PP	PP NOT IN ALAMANCE COUNTY	10.62
456920	2009	6471	ROBINSON, SHINETTA DORAL	PP	PP NOT IN ALAMANCE COUNTY	9.83
501171	2008	8525	WRENN, FORREST J	PP	BOAT SOLD BEFORE JAN 2009	4.20
501171	2009	8526	WRENN, FORREST J	PP	BOAT SOLD BEFORE JAN 2009	1.88
122011200	2003	5572	WALDEN, JOEL	PP	NOT ON PARK LIST JAN 2005	75.82
176860200	2004	6180	BOWMAN, ELLA FAYE	PP	NOT ON PARK LIST JAN 2004	33.85
176860200	2005	6153	BOWMAN, ELLA FAYE	PP	NOT ON PARK LIST JAN 2005	29.84
1005370000	2007	13745	BAILEY, MELVIN	PP	MOBILE HOME BURNED	19.75

TOTAL RELEASES 366.36

4/1/2010

CITY OF GRAHAM
REFUNDS

APRIL						
<u>ACCT #</u>	<u>YEAR</u>	<u>RECEIPT</u>	<u>NAME</u>	<u>RE/PP</u>	<u>REASON FOR REFUND</u>	<u>AMOUNT REFUNDED</u>
148203	2008	3562	HARTNETT, DEBRA MINCY	PP	BOAT NOT IN CITY OF GRAHAM	(22.32)
118163	2008	7650	TERRELL, DAVID LEE	PP	BOAT SOLD BEFORE JAN 2008	(6.39)
118163	2008	7651	TERRELL, DAVID LEE	PP	BOAT SOLD BEFORE JAN 2008	(1.30)

TOTAL REFUNDS (30.01)

4/1/2010

Tax Collector's Mid-Year Report.

TO: CHRIS ROLLINS & GRAHAM CITY COUNCIL
 FROM: SANDY P. CALLAHAN, TAX COLLECTOR *PC*
 DATE: April 1, 2010
 RE: Collection Report as of April 1, 2010

2009 TOTAL LEVY	<u>VALUE</u>	<u>TAX</u>
REAL VALUATION:	813,823,300	3,620,825.21
PERSONAL PROPERTY VALUATION:	63,268,521	281,544.97
CORPORATE EXCESS:	<u>19,101,024</u>	<u>84,999.56</u>
TOTAL LEVY:	896,192,845	3,987,369.74
2009 OUTSTANDING TAXES		
OUTSTANDING REAL PROPERTY TAXES:		247,208.04
OUTSTANDING PERSONAL PROPERTY TAXES:		14,583.65
TOTAL OUTSTANDING TAXES:		261,791.69
TOTAL COLLECTED TAXES:		3,725,578.05
2009 VEHICLE COLLECTION		
TOTAL TAX COLLECTED BY COUNTY: (YTD as of February 29, 2008)		249,573.70

AT THE CURRENT DATE, 93.44% OF 2009 TAXES HAS BEEN COLLECTED.

ESTIMATED COLLECTION IS 99%, OR AN ADDITIONAL \$225,000.00

Tax Collector's Debt-Setoff Update.

MEMO

DATE: MARCH 31, 2010
 TO: CHRIS ROLLINS & CITY COUNCIL
 FROM: SANDY P. CALLAHAN
 RE: DEBT SETOFF UPDATE

The North Carolina Debt Setoff Program provides a means for counties and cities to garnish state income tax returns as well as lottery prizes to collect delinquent debts. In summary, the program involves sending qualifying debts to a Clearinghouse that has been jointly established by the NC Association of County Commissioners and the League of Municipalities. The Clearinghouse, which is operated by Five Star Computing, Inc., cross-references the debts with the NC Department of Revenue's information in order to match the debt with any available state income tax refund due the debtor. If a refund exists, then the amount(s) submitted by the counties/cities are offset and paid to the counties/cities. Debts owed to any state agency take priority over debts to local agencies, and local agency debts are setoff on a first come, first serve basis.

There is a \$15 charge by Five Star Computing, Inc. and a \$5 charge by the Dept of Revenue for each successful match of an individual's tax refund. Both charges are added to the debt and no fees are charged to the City of Graham.

The City of Graham adopted to participate in the North Carolina Debt Setoff Program (N.C.G.S. 105A) on May 7, 2002. We are in our eighth year participating in the program and it has been very profitable for both property taxes and utilities. Please see our 2010 results to date below.

OVERALL TOTALS

<u>YEAR</u>	<u>TAX</u>	<u>UTILITY</u>	<u>TOTAL</u>	<u>REFUND</u>	<u>ACTUAL TOTAL</u>
2003	299.46	596.28	895.74	0.00	895.74
2004	1,000.13	5,721.15	6,721.28	0.00	6,721.28
2005	4,876.92	5,095.24	9,972.16	(859.43)	9,112.73
2006	1,083.01	4,411.98	5,494.99	(374.20)	5,120.79
2007	3,076.88	8,973.95	12,050.83	(666.16)	11,384.67
2008	2,150.13	6,279.26	8,429.39	(1,072.72)	7,356.67
2009	1,015.83	10,191.10	11,206.93	(1,019.79)	10,187.14
2010	896.80	5,728.75	6,625.55	(308.14)	6,317.41

Approval of Minutes -

March 2, 2010 Regular Session

March 17, 2010 Special Meeting

Request from the Recreation and Parks Department to close the 100 block of West Elm Street beginning at 5:00 p.m. to 11:00 p.m. on Thursday at Seven concert nights: May 27, 2010; June 24, 2010; July 22, 2010; August 26, 2010 and September 23, 2009 and the scheduled rain dates if needed.

Upon Motion by Council Member Albright, second by Mayor Pro Tem Linens the Council by majority vote approved the Consent Agenda. Ayes: Council Member Albright, Mayor Pro Tem Linens, Mayor Peterman and Council Member Turner. Nays: None. Absent: Council Member Euliss.

NCLM Municipal Environmental Assessment Coalition Project Participation Agreement -

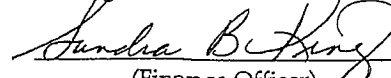
City Manager Rollins presented the *NCLM Municipal Environmental Assessment Coalition (MEAC) Project Participation Agreement* to the City Council and explained that several area City Councils are being presented with this same request to join MEAC in support of an engineering analysis to examine the impact of the proposed triennial review of surface water quality rules on local municipalities. These surface water rules will involve wastewater treatment processes; enacting stormwater programs; mandate of development rules such as buffer zones and land application of biosolids. The costs of implementing these rules will have significant impact of the City of Graham and all over the State. The City of Graham is dedicated to remain good stewards of its water. The City wants to know that, when expending City monies to comply with newly mandated regulations, these impacts are necessary and not excessive. By joining the MEAC, the City of Graham can, for a fraction of the cost, join together with other municipalities to assess the extent of the impact and provide policy suggestions that can inform and influence state regulators. The cost to join is \$1,000.00 with ½ being payable in this year's budget and ½ payable from the 2010-2011 budget. He further stated that that there will be a similar assessment coalition agreement for wastewater plants which will be presented to the Council in the near future. City Manager Rollins advised that the Staff recommends approval of the *NCLM Municipal Environmental Assessment Coalition (MEAC) Project Participation Agreement*.

Mayor Pro Tem Linens asked which other cities were participating and how long of a time frame would be needed for data compilation. City Manager Rollins responded that the area municipalities were being presented the *NCLM Municipal Environmental Assessment Coalition (MEAC) Project Participation Agreement* at or around the same time and that that information was not yet available, but the general consensus during conversations with other cities has been in favor of participation

Mayor Peterman stated that assessment committees raise flags of awareness on upcoming rules. The City of Graham and other municipalities create strength by uniting together to influence the State Legislators while reducing the costs through shared expense.

Upon motion by Council Member Turner, second by Council Member Albright, the Council by majority vote approved the *NCLM Municipal Environmental Assessment Coalition (MEAC) Project Participation Agreement* and the fee of \$1000 to join to be payable \$500 in the 2009 - 2010 Budget and the remaining \$500 payable in the 2010 -2011 Budget. Ayes: Mayor Peterman, Council Member Turner, Mayor Pro Tem Linens and Council Member Albright. Nays: None. Absent: Council Member Euliss.

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


(Finance Officer)

**NCLM MUNICIPAL ENVIRONMENTAL ASSESSMENT COALITION
PROJECT PARTICIPATION AGREEMENT**

This Agreement is made and entered into this 6th day of April,
2010, by and between the City of Graham (sometimes hereinafter referred to as
the "City" and the North Carolina League of Municipalities (sometimes
hereinafter referred to as the "League").

RECITALS

WHEREAS, in accordance with a mandate of the U.S. Environmental
Protection Agency ("EPA"), the N.C. Department of Environment and Natural
Resources Division of Water Quality ("DWQ") has initiated a review and
modification of existing surface water quality standards, proposing to lower the
standards for various metals and the nutrient chlorophyll-a; and,

WHEREAS, the DWQ proposed standards are extremely complex
expressions of national scientific studies which will cause, when enacted,
municipalities statewide to undertake expensive upgrades to wastewater
treatment plants, implement stormwater programs, enact development
regulations such as riparian buffers, and restrict further land application of
biosolids practices; and,

WHEREAS, members of the League's Planning & Services Technical
Advisory Committee recognized the potential burdens of the proposed
standards and related rules and identified the need for a coordinated statewide
analysis of the impacts of those rules in order to obtain accurate, science-based
knowledge to be used in efforts to promote the adoption of rules that will protect
water quality while having the least negative impact upon municipalities; and,

WHEREAS, the Committee further recognized that specialized
professional expertise would be required to conduct the analysis and suggested
that the League, as an additional service to its members, engage an engineering
firm to perform that work with the costs thereof to be funded by members of the
League desiring to participate; and,

WHEREAS, the League, through a subcommittee of the Planning & Services Technical Advisory Committee, will recommend that an engineering firm ("Consultant") be selected to conduct the analysis and perform the work desired; and,

WHEREAS, the League is prepared to move forward and contract with the Consultant, once selected, and the City desires to participate in funding the costs of the work as herein specified.

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the League and the City agree as follows:

1. Definitions

The following terms, except where the context clearly indicates otherwise, shall have within this Agreement the respective meanings set forth below.

- (a) "Agreement" means this NCLM Municipal Environmental Assessment Coalition Project Participation Agreement.
- (b) "Consulting Services Agreement" shall mean that agreement entered into between the League and the Consultant pursuant to which the Services will be performed.
- (c) "MEAC" means the Municipal Environmental Assessment Coalition which is the group of League members that agree to participate in the Project Cost. A "MEAC Participant" is a member of the group.
- (d) "Participant Cost" means the portion of the Project Cost paid to the League by an individual MEAC Participant.
- (e) "Project Cost" means the cost for the Services as provided by the Consultant pursuant to the Consulting Services Agreement.
- (f) "Project Fund" means the separate fund held by the League consisting of the total amount of Participant Costs received from MEAC Participants and applied in accordance with this Agreement.
- (g) "Services" means the work to be performed by the Consultant to include conducting a fiscal analysis of the statewide impacts and benefits of the proposed DWQ rules; explaining the areas of state policy that affect implementation of the

proposed rules; and suggesting modifications or alternatives to those rules that will lessen the impacts or increase the benefits of the proposed rules.

2. Project Administration

The League, subject to the provisions of Section 5 below, shall enter into the Consulting Services Agreement. The League will administer the Consulting Services Agreement and, in consultation with members of the League's Planning & Services Technical Advisory Committee, supervise the work of the Consultant. The League shall pay sums due to the Consultant under the Consulting Services Agreement from the Project Fund.

3. Participant Cost

The amount of the Participant Cost to be paid by the City is One Thousand Dollars (\$1000.00). The Participant Cost shall be paid in two installments due as follows: one-half at such time as this Agreement is executed by the City and it is submitted to the League for execution; and, one-half on or before July 31, 2010 upon submission of an invoice by the League, such invoice to be submitted subsequent to July 1, 2010.

4. Use of Project Results

The results of the work performed by the Consultant will be available for use by the League and MEAC Participants.

5. Conditions Precedent to League's Performance

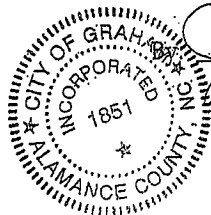
The League's obligation under this Agreement to enter into the Consulting Services Agreement is conditioned upon a sufficient number of municipalities entering into similar agreements with the League (obligating such municipalities to provide funds to pay the Project Cost) to fund the full amount of the Project Cost. The City acknowledges that, in reliance upon this Agreement, the League will enter into the Consulting Services Agreement and thereby incur monetary obligations which will be paid, in part, by payment of the Participant Cost. In the event that the League does not enter into the Consulting Service Agreement, the League will refund to the City the portion of the Participant Cost paid by it.

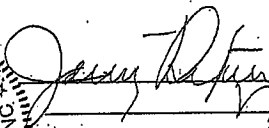
6. Miscellaneous

- (a) This Agreement shall be dated as of the date it is executed by the City.
- (b) This Agreement shall be executed in two counterparts, each of which shall constitute an original. This Agreement and its counterpart shall be deemed to be one and the same instrument.

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

City of Graham





 Mayor

 (Title)

North Carolina League of Municipalities

By: _____
 S. Ellis Hankins
 Executive Director

Consider Recommendation by Historic District Commission to appoint Mr. Eric Crissman-

Assistant City Manager Maness presented the Council with a recommendation from the Historic District Commission to approve the application by Eric J. Crissman of 208 Albright Avenue, Graham to serve a four year term ending 2013 on the Historic District Commission.

Upon Motion by Mayor Peterman, second by Council Member Turner, the Council by majority vote approved the application of Eric J. Crissman of 208 Albright Avenue in Graham to serve on the City of Graham Historic District Commission for a term ending June 30, 2013. Ayes: Mayor Peterman, Council Member Turner, Mayor Pro Tem Linens and Council Member Albright. Nays: None. Absent: Council Member Euliss.

Little Creek Homeowner's Discussion –

John Coleman of 1920 Meadow Green Drive Graham, Glenn Thompson of 1923 Meadowview Drive Graham, George Walton of 1918 Spring Meadow Drive Graham, and Rich Schlieper of 548 Little Creek Drive Graham individually addressed City Council seeking resolution to grievances regarding the condition(s) located on personal property belonging to Bryan Shoffner and the adjacent undeveloped lots.

Joe Caldwell of 1922 Spring Meadow Drive Graham and Ken Johnson of 1916 Spring Meadow Drive Graham addressed the City Council advising of water drainage problems in the Little Creek Subdivision.

Brian Shoffner said that he would be happy to continue to cooperate with the Little Creek Homeowners to find a reasonable resolution. Mr. Shoffner stated that he had put forth effort to reach a solution each time that he was notified of a complaint. He welcomed the City to walk the subdivision drainage and culvert system with him in response to the complaints regarding drainage.

Assistant City Manager Maness clarified that the construction equipment and vehicles are located on an adjacent lot which is not owned by Bryan Shoffner. This adjacent lot is undeveloped and considered a staging area for continued development in Little Creek Subdivision. Assistant City Manager Maness explained that Mr. Shoffner has an active building permit valid through January 2011 on the lot where the dumpster and portajohn are located. Assistant City Manager Maness further explained that the development staging area is not defined in the current City of Graham Code of Ordinances. He advised that the City of Graham Code Enforcement Officer could enforce the removal of two unlicensed vehicles which were deemed a nuisance as per the City of Graham Code of Ordinances. The two nuisance vehicles were removed by owner from the undeveloped lot and Mr. Shoffner willingly moved the portajohn away from the curb in response to the complaints though it was not required by law.

Mayor Pro Tem Linens asked for clarification from Staff that the issues presented were being addressed in compliance with City of Graham Code of Ordinances and he voiced concern that the citizens may not feel that their questions were fully being answered.

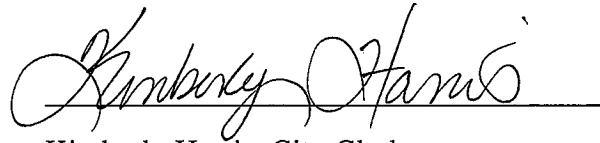
Assistant City Manager Maness clarified that Mr. Shoffner is currently in compliance with the City of Graham Code of Ordinances. Assistant City Manager Maness further agrees that without an Ordinance defining a development staging area the City simply cannot enforce abatement. Development staging areas is a gray area in the Code of Ordinances. The City of Graham does not have jurisdiction to enforce homeowner's association regulations. The development staging area in Little Creek Subdivision is not a home occupation by definition and cannot legally be considered a home occupation for the purposes of abatement.

The Mayor Peterman advised that the City Council could not require Mr. Shoffner to move equipment from the undeveloped adjacent lot because an Ordinance which defines construction staging areas within developments does not exist. He further explained that even though the Council's hands were legally tied preventing enforcement, he understands why everyone was upset. Mayor Peterman addressed Bryan Shoffner asking that if Mr. Shoffner is in control of the equipment located on the undeveloped lot, would he please consider moving the construction equipment and dumpster away from road frontage and off of the undeveloped lot in an attempt to

resolve the conflict within Little Creek Homeowners Association. Mayor Peterman closed by advising the residents of Little Creek Subdivision that City of Graham Staff would go out and look at the subdivision drainage issues presented to the City Council this evening.

Issues Not Included on Tonight's Agenda -

There being no further business Mayor Pro Tem Linens moved to adjourn, motion seconded by Council Member Turner, all voted aye. Ayes: Mayor Peterman, Council Member Turner, Mayor Pro Tem Linens and Council Member Albright. Nays: None. Absent: Council Member Euliss.

A handwritten signature in cursive script, reading "Kimberly Harris", written over a horizontal line.

Kimberly Harris, City Clerk