

**CITY OF GRAHAM
AGENDA
TUESDAY, SEPTEMBER 1, 2015
7:00 P.M.**

Meeting called to order by the Mayor
Invocation and Pledge of Allegiance

1. Consent Agenda:

- a. Approval of Minutes – August 4, 2015 Regular Session
- b. Tax Releases & Refunds
- c. Boards & Commissions Appointments
- d. Request from Graham First United Methodist Church to close East Market Street on October 31, 2015 from 5:00pm-7:00pm for a Community Trunk or Treat event

2. Old Business:

- a. Public Hearing: City of Graham Comprehensive Plan. Review of Final Draft:
 - i. Adoption of City of Graham Comprehensive Plan 2035
- b. Graham Area Business Association to Discuss Purchase of Holiday Decorations

3. Requests and Petitions of Citizens:

- Roger Springs (S1501). This is an application by Green Mountain Engineering for a new Major Subdivision off of Rogers Road, east of the South Graham Municipal Park

4. Approve Engineering Contract for Phase 1 Graham Recreation Complex (Jim Minor Road Park)

5. Resolution Providing Approval of a Multifamily Housing Facility to be Known as Oneida Mill Lofts in the City Of Graham, North Carolina and the Financing Thereof with the Burlington Housing Authority's Multifamily Mortgage Revenue Note in an Amount Not to Exceed \$8,000,000

6. Consider Offer to Purchase City Property (former Mid-State Magic Property)

7. First Reading of an Ordinance to Amend Chapter 2, Division 4 of the Code of Ordinances (requires 2/3 vote to pass)

8. Issues Not Included on Tonight's Agenda

**CITY OF GRAHAM
REGULAR SESSION
TUESDAY, AUGUST 4, 2015
7:00 P.M.**

The City Council of the City of Graham met in regular session at 7:00 p.m. on Tuesday, August 4, 2015, in the Council Chambers of the Municipal Building located at 201 South Main Street.

Council Members Present:

Mayor Jerry Peterman
Mayor Pro Tem Jimmy Linens
Council Member Lee Kimrey
Council Member Chip Turner

Also Present:

Frankie Maness, City Manager
Darcy Sperry, City Clerk
Nathan Page, City Planner
James Lloyd, Chief Code Enforcement Officer

Council Members Absent:

Council Member Jim Albright

Mayor Jerry Peterman called the meeting to order and presided at 7:00 p.m. Mayor Pro Tem Jimmy Linens gave the invocation and everyone stood to recite the Pledge of Allegiance.

Honorary Letter of Commendation

Mayor Peterman read and presented a Letter of Commendation to Graham Police Captain Steve McGilvray. Mayor Peterman congratulated Captain McGilvray for the excellent service he provided during the demonstration held at the Alamance County Historic Courthouse on July 18, 2015.

Consent Agenda:

- a. *Approval of Minutes – July 7, 2015 Regular Session*
- b. *Tax Releases*

CITY OF GRAHAM RELEASE ACCOUNTS						
AUGUST						
ACCT#	YEAR	RECIEPT	NAME	RE/PP	REASON FOR RELEASE	RELEASED
87959	2015	4540	LYON, BOBBY HTG & COOLING	PP	OUT OF BUSINESS DEC 2014	15.78
87959	2015	4541	LYON, BOBBY HTG & COOLING	PP	OUT OF BUSINESS DEC 2014	1.44
149442	2015	3670	HUNTER, VICKIE PHILLIPS	PP	DID NOT OWN BOAT JAN 2015	2.59
161566	2015	5848	POE, RICHARD ALLEN JR	PP	DOES NOT LIVE IN CITY OF GRAHAM - REL BOAT	3.00
231813	2015	4737	MASTERCRAFT, CASKET CO INC	PP	PROPERTY LISTED IN CASWELL CO	40.40
231813	2015	4738	MASTERCRAFT, CASKET CO INC	PP	PROPERTY LISTED IN CASWELL CO	24.02
401802	2015	7228	TEAGUE, TYSON SHEA	PP	DID NOT OWN BOAT JAN 2015	35.99
475054	2015	4054	KEENEY, MARK STEVEN JR	PP	BOAT NOT LOCATED IN CITY OF GRAHAM	5.32
521137	2015	7377	THORNTON, WILLIAM J REVOC	RE	QUALIFIED FOR HOMESTEAD EXEMPTION	204.75
619924	2015	679	BLACKWELL, DAMIAN AVERY	PP	SOLD BOAT DEC 2013	4.33
619924	2014	743	BLACKWELL, DAMIAN AVERY	PP	SOLD BOAT DEC 2013	4.55
627572	2015	3915	JOHNSON, JERRY GLEN	PP	BOATS LOCATED IN VANCE CO	1.41
627572	2015	3916	JOHNSON, JERRY GLEN	PP	BOATS LOCATED IN VANCE CO	0.98
627572	2015	3917	JOHNSON, JERRY GLEN	PP	BOATS LOCATED IN VANCE CO	23.48
643313	2015	6131	REYNOLDS, LARRY GEORGE	PP	BOAT DOUBLE LISTED	86.45
643740	2015	933	BROWN, CHRISTIE DAWN	PP	DID NOT OWN BOAT JAN 2015	5.01
654001	2015	6922	STANFIELD, TOBY	PP	BOAT LISTED IN PERSON COUNTY	10.01
TOTAL RELEASES						469.73

- c. *Boards & Commissions Appointments*

Mayor Peterman asked the Council Members if they would like to pull any of the items from the Consent Agenda. Council Member Lee Kimrey asked to pull item “a. Approval of Minutes – July 7, 2015 Regular Session.”

Council Member Chip Turner made a motion to approve items “b” and “c” on the Consent Agenda, seconded by Mayor Pro Tem Linens. All voted in favor of the motion.

Council Member Kimrey questioned the following from the Peak Resources section of the July 2015 minutes: *“He added that Peak Resources will pay either the City or the five (5) percent match for the project”*. Council Member Kimrey expressed concern that the statement was inaccurate. Mr. Maness stated that we would be better served to remove the entire sentence from the July 2015 minutes. Mr. Maness went on to say that the Resolution speaks to how that five (5) percent match will be accomplished.

Council Member Kimrey made a motion to approve the minutes as written with the exception of the one sentence on page thirteen (13) (agenda packet) that states: *“He added that Peak Resources will pay either the City or the five (5) percent match for the project”* and that sentence be eliminated, seconded by Council Member Turner. All voted in favor of the motion.

Requests and Petitions of Citizens:

a. Graham Area Business Association to Discuss Purchase of Holiday Decorations

City Manager Frankie Maness explained that the Graham Area Business Association advised they would like to remove this item from consideration.

Council Member Kimrey made a motion to postpone this item, seconded by Mayor Pro Tem Linens. All voted in favor of the motion.

b. Public Hearing: Petition for Voluntary Contiguous Annexation on and Adjacent to 401 Longdale Drive

City Planner Nathan Page explained that this is an application by Mr. John L. Foust to annex a portion of his property along Longdale Drive into the City. Mr. Page further stated that this property was originally two (2) lots that have been reconfigured and portions combined with adjoining lots so as to meet the requirements of the City’s Development Ordinances.

Mayor Peterman opened the Public Hearing. No public comment was received and Mayor Peterman closed the Public Hearing.

Council Member Turner made the motion to approve the Annexation Ordinance to Extend the Corporate Limits of the City of Graham, North Carolina for property on and adjacent to 401 Longdale Drive, seconded by Mayor Pro Tem Linens. All voted in favor of the motion.

ANNEXATION ORDINANCE

TO EXTEND THE CORPORATE LIMITS
OF THE
CITY OF GRAHAM, NORTH CAROLINA
FOR PROPERTY ON AND ADJACENT TO 401 Longdale Drive

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 7:00 P.M. on August 4, 2015, after due notice by publication on July 23rd, 2015; 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 31, 2015:

A certain tract or parcel of land in Graham Township, Alamance County, North Carolina, adjoining the lands of Longdale Drive, Lot No. 4 of Property of J. L. Foust, recorded in Plat Book 69, at Page 119, Lot Nos. 1 and 7 of Property of J. L. Foust, recorded in Plat Book 75, at Page 492 and others, and more particularly described as follows:

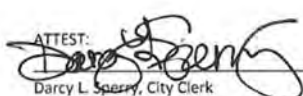
BEGINNING at an existing iron pipe corner between Lot No. 1 of Property of J. L. Foust, recorded in Plat Book No. 75, at Page 492 and Lot No. 4 of Property of J. L. Foust, recorded in Plat Book 69, at Page 119, and the existing City of Graham corporate limits line, running thence with the southeastern line of Lot No. 1, N36° 03' 13"E 180.00 feet to an existing iron pipe in the line of said Lot No. 1 and corner with Lot No. 7 of Property of J. L. Foust, recorded in Plat Book 75, at Page 492, and corner with the existing City of Graham corporate limits line; running thence along the said Lot No. 7 and existing City of Graham corporate limits line S48° 15' 00"E 156.86 feet to an existing iron pipe in the northwestern 50 foot right-of-way line of Longdale Drive; continuing along said existing City of Graham corporate limits line and the said right-of-way line of Longdale Drive S38° 08' 18"W 170.00 feet to an existing iron pipe corner with Lot No. 4 of Property of J. L. Foust, recorded in Plat Book 69, at Page 119; continuing along said existing City of Graham corporate limits line and Lot No. 4, N51° 51' 42"W 150.00 feet to the POINT OF BEGINNING and containing 26,798 square feet.

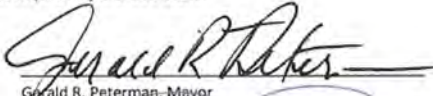
Section 2. Upon and after August 31, 2015, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Graham and shall be entitled to the same privileges and benefits as other parts of the City of Graham. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

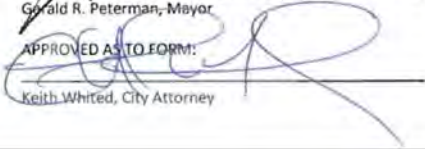
Adopted this, the 4th day of August, 2015.

ATTEST:


Darcy L. Sperry, City Clerk


Gerald R. Peterman, Mayor

APPROVED AS TO FORM:


Keith Whited, City Attorney

c. Public Hearing: Petition for Designation of Historic Landmark for Oneida Mills Property

City Planner Nathan Page explained that this is an application by Third Wave Housing, LLC to adopt the Oneida Mill Complex as a National Historic Landmark. Mr. Page stated that we have recommendations for approval from the State and the Graham Historic Resources Commission. In addition, Mr. Page advised that this property has already been adopted into the National Register.

Mayor Peterman opened the Public Hearing.

Mr. Richard Angino, representative with Third Wave Housing, gave a brief overview of their intentions with the property. He explained that this is a project that he has been working on for a couple of years and that they have recently been accepted into the Mill Credit Program. Mr. Angino advised that he anticipates closing on the property in October or November of this year and that construction of one hundred thirty-four (134) units of loft apartments would commence. He said he anticipates it would take about fourteen (14) months to build.

Council Member Kimrey asked Mr. Angino if any of the slow burn construction heavy lumber will be preserved and used architecturally on the interior. Mr. Angino answered that it all will be used.

Mayor Pro Tem Linens asked Mr. Angino to explain what the Historic Landmark designation means for the property and its owners. Mr. Angino stated that they have a combination of about three (3) different tax credit programs that they are receiving. He explained that this allows for them to receive tax credits that come from the property itself. They then turn around and sell those credits to corporate investors. The investors then contribute cash back into the property that finance it.

Being no further questions, Mayor Peterman closed the Public Hearing.

Council Member Kimrey made a motion to adopt the Oneida Mill Property located at 219 W. Harden Street as a Local Historic Landmark, seconded by Council Member Turner. All voted in favor of the motion.

AN ORDINANCE DESIGNATING ONEIDA COTTON MILLS IN THE PLANNING JURISDICTION OF THE CITY OF GRAHAM, NORTH CAROLINA, A HISTORIC LANDMARK

WHEREAS, the property located at 219 West Harden Street, Graham NC, is owned by Jay Burke Rentals INC; and

WHEREAS, the General Assembly of the State of North Carolina authorized the creation of the Graham Historic Resources Commission for the City of Graham and otherwise provided for the preservation of certain historic sites and buildings by the passage of Part 3C, Chapter 160A, Article 19 of the North Carolina General Statutes; and

WHEREAS, the Graham Historic Resources Commission has made an investigation and recommended the following property be designated a historic landmark; and

WHEREAS, the National Park Service has declared the Oneida Cotton Mills as entered in the National Register; and

WHEREAS, the North Carolina Department of Cultural Resources has made an analysis and recommendation that the following property be designated a historic landmark; and

WHEREAS, on the 4th day of August, 2015 a public hearing was held in the Council Chamber of Graham City Hall, Graham, North Carolina before the City Council of the City of Graham to determine whether the hereinafter described property should be designated a historic landmark; and

WHEREAS, all requirements of Part 3C, Chapter 160A, Article 19 of the North Carolina General Statutes, preceding the adoption of this ordinance, have been complied with.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM, NORTH CAROLINA THAT:

Section 1. The property designated as Oneida Cotton Mills, in the planning jurisdiction of the City of Graham, North Carolina, be and is declared a Graham Historic Landmark. Said property being more particularly described as follows:

The property located at 219 West Harden Street, Graham NC, owned by Jay Burke Rentals, INC, that property described in deed book 2722, page 613 recorded in Alamance County Registry, comprising approximately 6.843 acres.

Section 2. Those elements of the property that are integral to its historical, prehistorical, architectural, archeological and/or cultural significance or any combination thereof are as follows:

The Oneida Cotton Mill is an intact collection of late nineteenth and early twentieth century industrial buildings. The floor plan, rectangular footprint, brick construction, heavy-timber interior framing, and flat and low gable roofs at the complex epitomize the types and forms of industrial buildings constructed in the Piedmont of North Carolina during this period. The Hold Mill, Scott and Donnell Mill, and the Opener Room buildings in the complex all display the principles of slow-burn construction that was common for textile mills of the late nineteenth and early twentieth centuries. Most notably among these was building material, positioning of large-capacity water tanks in the towers, heavy-timber framing, large windows for ventilation and light, and the creation of space separate from the main mill floor for activities that could lead to fires. These features remain prominent in Oneida Cotton Mill. The recent removal of vertical metal siding and simulated masonry siding reveals a collection of industrial buildings that clearly demonstrate the use of slow-burn construction. Although windows on the Hold Mill have been infilled, some on the Scott and Donnell Mill building and the Opener Room retain their historic sash and did so because of the siding that was applied to the buildings in the late 1950s. All windows retain their decorative brick surrounds, mostly in the form of segmental arches.

The square towers on the Scott and Donnell Mill and Holt Mill buildings have been truncated, but the iconic southeast corner round tower remains in its original form, except for the enclosure of the bays. The additions made to buildings over time illustrate the expansion of the companies located here and the evolution of industrial processes over a nearly eighty-year period.

Section 3. No portion of the exterior features of any building, site, structure, or object (including windows, walls, fences, light fixtures, steps, pavement, paths, or any other appurtenant features), trees, nor above ground utility structure located on the hereinbefore described property that is designated in the ordinance may be altered, restored, moved, remodeled, or reconstructed so that a change in design, material or outer appearance occurs unless and until a certificate of appropriateness is obtained from the Graham Historic Resources Commission or its successors; provided however that the Graham Development Ordinance allows for staff approvals.

Section 4. No building, site, structure, or object (including walls, fences, light fixtures, steps, pavement, paths or any other appurtenant features), trees, nor above ground utility structure located on the hereinbefore described property that is designated in this ordinance may be demolished unless and until either approval of a demolition is obtained from the Graham Historic Resources Commission or a period of three hundred sixty-five (365) days has elapsed following final review by the Commission of a request for demolition (or any longer period of time required by N.C. G.S. 160A-400.14 as it may be amended hereafter); provided however, that demolition may be denied by the Graham Historic Resources Commission in the event that the State Historic Preservation Officer determines that the building, site, or structure has statewide significance as provided by N.C. G. S. 160A-400.14.

Section 5. The Graham Historic Resources Commission shall have no jurisdiction over the interior features of the property.

Section 6. All owners and occupants of the property hereinabove described, whose identity and addresses can be ascertained by the exercise of due diligence shall be sent by certified mail a copy of this ordinance.

Section 7. This ordinance shall be indexed after the property owner's name in the grantor and grantee indexes in the Office of the Register of Deeds in Alamance County.

Section 8. In the event the Oneida Cotton Mills complex designated by this ordinance is demolished in accordance with the ordinances of the City of Graham, this ordinance shall be automatically null and void.

Section 9. Any violation of this ordinance shall be unlawful as by law provided.

Adopted this, the 4th day of August, 2015 by the City Council of the City of Graham, North Carolina.


Gerald R. Peterman, Mayor

ATTEST:


Darcy L. Sperry, City Clerk

Approve Engineering Contracts:

a. Boyd Creek Pump Station

b. Project Quarter Roadway

Mr. Maness explained that last month Council had appropriated funds through capital project ordinances for a few projects, two (2) of which are the subject of the engineering contracts for tonight. He advised that tonight's projects are the Boyd Creek Pump Station, which includes an upfit to another pump station as well, and the Project Quarter Roadway. Mr. Maness stated that the City received a single response for a Request for Qualifications (RFQ) for each project from Alley, Williams, Carmen & King. He advised that the estimated engineering cost(s) for the roadway extension are two hundred thirty-five thousand (\$235,000) dollars and three hundred thirty-five thousand (\$335,000) dollars for the Boyd Creek Pump Station Project.

Following discussion, Mayor Pro Tem Linens made the motion to award the engineering contracts for Melville Commerce Parkway Extension and the Boyd Creek Pump Station Projects to Alley, Williams, Carmen & King, seconded by Council Member Kimrey. All voted in favor of the motion.

Lease Agreement with T-Mobile

Mr. Maness explained that for a little over a year now, he, Mr. Page and most recently Utilities Director Victor Quick, have been working with T-Mobile to find a spot to put a tower in the area near Graham Middle School. The top of the City's elevated water storage tank was identified as a location which could support the installation of cell phone antennae. Mr. Maness went on to say that engineering assessments have been completed and the tank is structurally sound and adequate to safely support the planned load. He informed Council that a contract has been negotiated with T-Mobile in which T-Mobile will pay the City twenty-three hundred (\$2,300) dollars per month or twenty-seven thousand six hundred (\$27,600) dollars annually. T-Mobile proposes to place a corral (crown) and three (3) antennae on the top of the tower.

Following discussion, Council Member Kimrey made the motion we authorize the City Manager and the City Attorney to enter into a site lease agreement with T-Mobile South, LLC for the collocation of telecommunication antennae, also to authorize the City Manager and City Attorney to look into any existing agreement we have with the school system and to please notify the school system of our intentions, seconded by Council Member Turner. All voted in favor of the motion.

Approve Piggyback Contract for Regenerative Air Street Sweeper

Mr. Maness explained that the Street Department received funding in our Annual Budget for the purchase of a new street sweeper (\$242,000). He advised that staff has located a model that fits our needs and was recently bid by a city in South Carolina. Mr. Maness explained that we are asking Council to authorize the staff to "piggyback" the bid from Clinton, South Carolina, which is allowed by North Carolina General Statute G.S. 143-129 (g) (3).

Council Members and Mr. Maness discussed the cost savings by "piggybacking" the purchase of this piece of equipment.

Being no further questions, Mayor Pro Tem Linens made a motion we award the contract to Amick Equipment Company for a Tymco 600 street sweeper in the amount of \$210,580, seconded by Council Member Turner. All voted in favor of the motion.

Pet Adoption and Welfare Society (PAWS)

Mayor Peterman explained that the Pet Adoption and Welfare Society (PAWS) is looking to expand their adoption center and would like for a Council Member to serve on the Steering Committee. He added that Graham currently funds part of the operation of the facility.

Mayor Jerry Peterman nominated Council Member Kimrey to serve on this board, seconded by Council Member Turner. All voted in favor of this nomination.

Issues Not Included on Tonight's Agenda

Mayor Peterman advised that he was moving this item up on the agenda prior to Council going into Closed Session. No comments were forthcoming.

Closed Session Pursuant to the Terms of *N.C.G.S. §. 143-318-11 (a) (3): To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged*

Mr. Tom Boney, of the Alamance News, asked what litigation issues are being discussed. Mr. Whited stated that the Council hasn't been apprised of the cases yet. Mr. Whited explained that he would be updating Council on two pending cases; Golden vs. the City of Graham and JMS Investments vs. the City of Graham. Mr. Boney asked for further information on each case. Mr. Whited stated that the JMS Investments lawsuit pertains to the return of the privilege tax on old sweepstakes machines. He added that the Golden lawsuit is one in which a federal prisoner is suing the City in the Middle District of North Carolina for violation of his fourth (4th) amendment rights when he was arrested by the City of Graham Police Department.

At 7:48 p.m. Mayor Pro Tem Linens made a motion to go into closed session to consult with an attorney, seconded by Council Member Kimrey. All voted in favor of the motion.

At 8:10 p.m. Council Members and Mr. Whited returned. Mayor Peterman explained that the Council Members discussed the two (2) lawsuits with Mr. Whited and no action was taken.

Mr. Whited thanked the City for the acts of kindness shown to him and his family during the past couple of weeks with the passing of his Father. Mr. Whited also thanked the Council for their recommendation and appointment last month that he be retained as legal counsel for the City.

Mayor Pro Tem Linens asked Mr. Maness if site construction had started yet for Walmart and Lidl. Mr. Maness confirmed it has started for both projects.

Council Member Kimrey reminded Council that the Graham Planning Board has requested a joint meeting with Council. He stated that the request was made a while back and the Planning Board was told that a meeting would be scheduled after the Budget and Growth Management Plan. Mayor Peterman stated that he would get with Andy Rumley, Planning Board Chairman, and see what can be worked out.

Council Member Kimrey also inquired about the use of vacant City property for a solar farm. Mr. Maness advised that several years ago, the City was approached about a solar farm. He stated that he had submitted a potential site to the company inquiring. He further added that when he was Assistant City Manager, one of the things he did was look at unused City properties and try to get rid of them. Mr. Maness said he was able to get rid of two (2) properties that were unneeded and that he is currently trying to get rid of a third (3rd) vacant piece of land. He identified this vacant land as the Mid-State Magic property.

Council Member Kimrey asked about the status of hiring our Animal Control Officer. Mr. Maness advised that he has had brief conversations with Chief Prichard about that and plans on taking that up with him further. He also stated that he does not believe it will be a problem to have someone ready to go as of January 1, 2016.

Council Member Kimrey also inquired as to the status of advertising for an Assistant City Manager. Mr. Maness advised that this was done last week and hopes that the process of reviewing applications will begin in the next couple of weeks. He advised that the position will remain open until filled.

Mayor Peterman expressed condolences for City employees Ty and Geronki Coble, due to the recent passing of their Father and Grandfather, Mr. George Coble.

At 8:17 p.m. Council Member Kimrey made a motion to adjourn, seconded by Council Member Turner. All voted in favor of the motion.

Darcy Sperry, City Clerk

CITY OF GRAHAM
REFUNDS

SEPTEMBER COUNCIL MEETING

<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>
172210	2015	4922	MCSWAIN, JAYSON TODD	RE	CORRECTED VALUE ON BOAT (TAX PAID IN FULL)	5.01

TOTAL REFUNDS *0.00*

8/25/2015

**CITY OF GRAHAM
RELEASE ACCOUNTS**

SEPTEMBER COUNCIL MEETING

<u>ACCT #</u>	<u>YEAR</u>	<u>RECIPT</u>	<u>NAME</u>	<u>RE/PP</u>	<u>REASON FOR RELEASE</u>	<u>RELEASED</u>
43036	2015	8076	WOLF, JACK H	RE	VALUE CORRECTED BY ALA CO	234.04
608932	2015	7080	STUTTS, JANICE B L/E	RE	HOMESTEAD EXEMPTION	228.57
115922	2015	476-477	BARE, MARK ANTHONY	PP	BOAT & MOTOR DOUBLE LISTED	144.42
140579	2015	7411	TINNIN, FRANK LEE	PP	BOAT DOUBLE LISTED	73.53
163572	2015	4878	MCGHEE, HOWARD LEE JR	PP	CORRECT VALUE OF BOAT	5.46
192070	2015	1068	BURKE REALTY OF ALAMANCE	PP	NOT IN CITY OF GRAHAM 2015	7.37
533662	2015	1567	COBB, EDWARD BRANELL	PP	SOLD BOAT IN 2013	2.41
611784	2015	3015-3016	GRAHAM MARINE SALES	PP	SOLD BOAT & MOTOR IN 2014	19.43
614337	2015	2081-2083	DEAN, JOEL ALAN	PP	SOLD BOAT & JET SKIS IN 2014	16.16
652020	2015	4314	LEBERT, DONALD	PP	MOBILE HOME DOUBLE LISTED	19.43

TOTAL RELEASES 750.82

8/25/2015

Memorandum



To: Graham City Council
cc: Frankie Maness
From: Darcy Sperry
Date: 9/1/2015
Re: Boards and Commissions Vacancies and Requests for Appointments

New Appointments

<u>Board</u>	<u>Name</u>	<u>Term Expiration Date</u>
Graham Appearance Commission	Jan Searls	6/30/2019

RECEIVED

AUG 21 2015

CITY OF GRAHAM



Volunteer Application
City of Graham Boards and Commissions

If you are a City of Graham resident or reside in the extra-territorial jurisdiction (ETJ), at least 18 years, and are willing to volunteer your time and expertise to your community, please complete and return to:

By mail: City of Graham, Attn: City Clerk, PO Drawer 357, Graham, NC 27253

By email: aburgess@cityofgraham.com

By Fax: (336)570-6703

For questions, call: (336)570-6700

Please check all Boards and Commissions on which you would be willing to serve:

Extra-territorial residents can only serve on the Board of Adjustment or the Planning Board

- Alcohol Beverage Control (3 years)
Board of Adjustment (3 years)
Appearance Commission (4 years)
Graham Housing Authority (5 years)
Graham Historical Museum (3 years)
Graham Sports Hall of Fame (6 years)
Canine Review Board (3 years)
Planning Board (3 years)
Recreation Commission (3 years)
Tree Board (3 years)
Historic District Commission (4 years)

If you are currently serving on a Board in the City of Graham, please list:

Personal Information

Name: Jan Searis

Mailing Address: 526 E. Pine St

Home Address (if different)

Home Phone: Work Phone: 336 263-2216

Employer: retired USN Position:

Email Address: jan@searis.com

Civic Involvement (please list the names of civic organizations in which you hold current membership):

Previous Member

Please list any work, volunteer, and/or educational experience that you would like us to consider

Previous member & Chairman of Master Gardener completed course 2015

Why do you wish to serve the City in this capacity?

The goals of the GAC are one of the primary ways I can contribute to my home town.

GRAHAM FIRE DEPARTMENT

201 South Main Street

Graham N.C. 27253

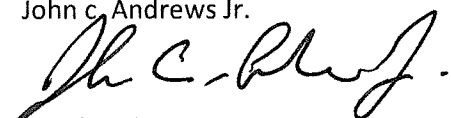
08/26/2015

Dear City Council Members,

As required by General Statute of North Carolina, the governing body of a municipal fire district must appoint two of five members to serve on the Local Firefighter's Relief Fund Board. Due to the loss of board member James McClure and the out of fire district residency of Don Bulla I request that Ray Fogleman and Billy Braxton be appointed as Relief Fund Trustees by the Graham City Council.

Respectfully Submitted,

John c. Andrews Jr.



Chief Graham Fire Department



First United Methodist Church Graham, NC

August 24, 2015

City Council Members,

First UMC Graham will be hosting a community trunk-or-treat event on Sat, Oct 31 from 5pm - 7pm at the church (303 North Main Street). The church would like to request that East Market Street be closed from 3:30pm-8pm to accommodate our trick or treating area (candy give away and games). We plan to use only the first 50 yards of East Market Street (next to the church), so neighbors can still access their homes from the other end. Please contact me via email at brian@fumcgraham-nc.org or on my cell at 919-428-1841 if you have any questions.

Thank you for considering this request!

Sincerely,

Brian Yoder
Director of Children and Discipleship Ministries
First United Methodist Church, Graham



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Church Mutual Insurance Company 3000 Schuster Lane Merrill WI 54452	CONTACT NAME: Amanda K Kropp	FAX (A/C, No): 855-264-2329
	PHONE (A/C, No, Ext): 1-800-554-2642 Option 1	E-MAIL ADDRESS: cs14@churchmutual.com
INSURED FIRST UNITED METHODIST CHURCH GRAHAM ALAMANCE COUNTY NORTH CAROLINA INC 303 N MAIN ST GRAHAM NC 27253-2838		INSURER(S) AFFORDING COVERAGE INSURER A : Church Mutual Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
		NAIC # 18767

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		0088176-02-710334	08/01/2014	08/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Liability Insurance for a Community Trunk or Treat event on October 31, 2015, at East Market Street, between North Main and Marshall Streets.
Commercial General Liability Additional Insured = City of Graham, subject to the coverage provided by the referenced policy. UW 068 - A225.

CERTIFICATE HOLDER City of Graham PO Box 357 Graham, NC 27253-0357	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STAFF REPORT

Prepared by Melissa Guilbeau, City Planner

2035 Comprehensive Plan

Type of Request:

Adoption of Comprehensive Plan

Meeting Dates

Planning Board on March 17, 2015

City Council on September 1, 2015

Contact Information

Not applicable

Summary

The *Growth Management Plan 2000-2020* has served as the city's comprehensive plan since it was adopted on May 2, 2000. Over the past year and a half, the city has worked to draft a new comprehensive plan to guide the city's decisions over the next 20 years. Key milestones in the development of the *2035 Comprehensive Plan* included:

Location
corporate limits and ETJ

Staff Recommendation
Approval

- In the summer of 2013, a Steering Committee of 19 individuals was formed. The role of the steering committee was to serve as an ambassador of the plan, provide oversight and guidance of the planning effort, review and comment on draft products, and determine the policies and strategies to be included in the plan. The steering committee met 11 times throughout the process.
- With the support of the Community Transformation Grant, the City established a MindMixer site to serve as a platform for community input on the plan. Several local establishments generously donated goods to serve as rewards to encourage participation on the MindMixer site.
- In September 2013, the City issued a Request for Proposals with the intent to hire a consulting firm to prepare the new comprehensive plan. Proposals were due October 4th. The City received 10 proposals, with fees ranging from \$49,950 to \$172,188. Staff reviewed and ranked the proposals, and chose the three highest-ranked to be invited to interview with the Steering Committee.
- On October 17, 2013, the Steering Committee met with presentations and interviews of the three top-ranked consultants. Following the presentations, the Steering Committee discussed and voted Clarion Associates as their first choice consultant, with Renaissance Planning Group as their second.
- The City entered into a contract with Clarion Associates in late October 2013.
- Over four days in January and February, 2014, Clarion interviewed 37 stakeholders. Based on these interviews, combined with review of data and existing plans and trends, the Planning Conditions Report was prepared.
- A public workshop was held on April 8, 2014 at the Graham Recreation Center. About 40 residents attended and provided input on the plan via small group discussion, sticky notes and interactive polling.



Small group discussions at the April 8th public workshop

- Over the summer of 2014, staff and Clarion conducted a scenario planning exercise. That exercise forecasted future population and commercial/industrial growth then described two different development scenarios – status quo and compact, nodal development – both based on the forecasted growth. The results of this exercise were presented in a Growth Options Report.
- On November 17, 2014, a second public workshop was held at the Graham Recreation Center. About 20 residents attended and provided input on the draft comprehensive plan, again using sticky notes and interactive polling.



A presentation at the November 17th public workshop

- On September 1, 2015, a third and final public workshop was held in Council Chambers. About 20 residents attended and provided input on the draft comprehensive plan, including a number of questions regarding agricultural lands.

Staff Recommendation

Based on the input received throughout the comprehensive planning process, staff **recommends approval** of the *2035 Comprehensive Plan*.

Suggested Motion:

I move that we adopt the *2035 Comprehensive Plan* as the comprehensive plan for the City of Graham.



Steering Committee members and staff at the final steering committee meeting on January 26, 2015

Steering Committee Members

Allison Russell
resident

Denise Baker
Historic Resources Commission

Destiny Snipes
Graham High School

Elaine Murrin
Appearance Commission

Griffin McClure
*downtown business owner and
Recreation Commission*

Jamie Rollins
Southern High School

Janice McSherry
resident

Jay Cook
business owner

Jennifer Talley
resident and business owner

Keith Parker
resident

Kristin Foust
resident

Larry Brooks
Historic Resources Commission

Lee Kimrey
City Council Member

Mike Conklin
resident

Rev. Miriam Pereda
Hispanic/Latino Community

Ricky Hall
Planning Board

Roger Jefferson
resident

Stan Wyrick
business owner

Tim Beshel
Planning Board

The Graham 2035 Comprehensive Plan



A Time of Opportunity

DRAFT July 2015



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PART I: SETTING THE STAGE



Introduction

Background

The City of Graham is at a key point of change in its history. The economics and job base have changed, growth is occurring all around the City, the historic downtown area is poised for revitalization, and expectations are high.

Graham is a small community with rich history, a cultural center, and seat of Alamance County, North Carolina. The City is centered around the historic County Courthouse and hosts a high quality of life for residents, a diverse job market for workers and employers, quality educational opportunities for students, and exciting historic and cultural destinations for tourists and visitors. Incorporated in 1851, today Graham finds itself within a growing megalopolis that stretches from Raleigh to Atlanta.

Many forces are at play in the growth and dynamism of Graham, the Piedmont area, and the Southeastern United States. Graham's population is growing and diversifying, which results in new issues and priorities. Meanwhile the community faces dynamic, complex, and interrelated political, environmental, and economic challenges. The City is poised to address these challenges by capitalizing on its many assets, protecting vital resources, and implementing strategic long-term investments.

The Comprehensive Plan

The Comprehensive Plan is the guiding policy document for Graham and provides the community an opportunity to outline how it will grow through visions, goals, and policies. The plan is implemented through action-oriented strategies that address issues including opportunities downtown and in key potential growth areas, local and regional transportation, public facilities and services, the natural

environment, Graham's historic character, housing and neighborhoods, and economic growth and development.

While Graham has several plans that address issues ranging from hazard mitigation to pedestrian network enhancement, one unified plan is necessary for ensuring orderly, efficient, and resourceful growth and development in the community in an integrated manner. This Comprehensive Plan weaves together many previous planning efforts and also addresses emerging trends and new ideas to encourage community involvement and build opportunity in Graham.

A key document that has provided policy guidance to the City over the past decade has been the City's Growth Management Plan. Adopted in 2000, this plan has served as Graham's comprehensive plan, helping the City grow and improve quality of life. Over time issues and context have changed. The 2000 Growth Management Plan needs to be updated for the following reasons:

- Many of the action items are accomplished;
- The population has changed;
- Local, regional, national, and global changes have resulted in new knowledge and thinking.

These accomplishments and changes justify the need for a new framework that builds from, reevaluates, and reprioritizes the Growth Management Plan's legacy goals and policies. This new 2035 Comprehensive Plan provides that framework.

The key message: This is a time of opportunity. Graham is in a process of substantial change. The combination of loss of a textile-related employment base, strategic geographic locational advantages in a fast-growing regional economy, shifting trends in demographic profiles, and possibilities of new energy and resources help set the stage for positive growth into the future.

Public Engagement

During preparation of this Comprehensive Plan, Graham residents and stakeholders provided feedback that help to identify several important overarching issues and opportunities. The key themes emerging from this public engagement included the following:

Grow Downtown

Downtown is critical to the City's success and should be the focus of new investments and development, including adaptive reuse projects, public art installments, building restorations, use diversification, infrastructure upgrades, small business development, and more.

Preserve and Promote Graham's History

The historic character of Graham is essential to the City's future and should be preserved in order to promote economic development. Historic preservation and using Graham's history as an asset will also help maintain and grow a sense of community identity.

Improve Schools

Graham's public schools, and the perception of the public schools, are key factors in the future life of the community and there are opportunities for improvements.

Increase Walkability

Many of Graham's residents want to be able to walk safely to parks, museums, stores, and restaurants and believe that the new plan should improve the accessibility of these assets to existing and future neighborhoods.

Expand Economic Opportunity

Attracting more high-wage jobs into Graham should be a high priority. Partnerships are needed to help stimulate job growth.

Increase Local and Regional Accessibility

Graham is unique because of its small town character, great parks, and access to regional opportunities. This is very important to residents and visitors and should be maintained and enhanced. One area needing attention is expansion of regional transit options.

Plan Framework

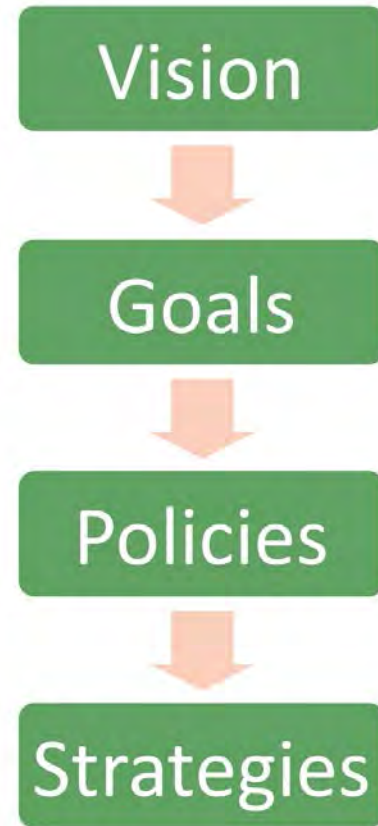
This plan is designed to be readable and accessible to the public, and provide pertinent information and guidance to decision-makers. A Community Profile, which documents current and historic conditions, is available as a separate dynamic document to be consistently updated as new data are provided from City, state, and national resources.



From visioning to decision-making, this plan establishes a hierarchy of information to guide the process. These components include vision statements, followed by goals that the City aims to achieve. Under each goal are policies and strategies that will be used by decision-makers to help prioritize projects and implement the plan. Together these components support and inform decision-making by linking broad ideas and priorities based upon existing conditions to recommended guidance and detailed actions.

Progress on implementing the recommendations of this plan should be monitored and regularly reported to the community. As new trends become apparent within the Community Profile or other documents that reveal significant change in the existing conditions, realigned priorities of the public, or new facts and information that justify the addition, subtraction, or amendment of the goals, policies, and strategies in this Plan, an update of the Plan should be prepared.

A review of Plan implementation and changed conditions should be conducted annually. The Steering Committee that provided leadership and guidance in preparation of this plan should be reconvened on an annual basis, to review progress, conditions, and to make a report to the City Council. A full update of the Plan should be scheduled for preparation five years after Plan adoption.



Our Vision

Following is a set of vision statements for Graham, expressing the aspirations of this community for a vibrant future. These visions are based on input from the Comprehensive Plan Steering Committee, Graham's public meetings, interviews with community stakeholders, and online comments provided by residents.

A Distinct Community Character

Graham will be a vibrant, exciting, and distinct place that serves as a source of pride for all who call this community their home. This strong community character attracts a high quality of life, new opportunities, and acts to retain young members and families within the area.

Connected City, Accessible Region

Graham will be a connected, accessible, and mobile City, where transportation to and from opportunities is not a barrier and where residents have convenient and accessible mobility options. From Graham, anyone has affordable access to opportunities throughout the Piedmont.

A Strong and Equitable Economy

With an environment that supports business development, entrepreneurialism, and labor training for a variety of industries and occupations, Graham will be a City with high quality employment opportunities for a diverse workforce. Local spending will help to sustain and grow local companies and foster economic development.

Exceptional Public Facilities and Services

Public facilities will meet and exceed the expectations of residents and visitors, and provide the community with opportunities to gather, get active, learn, and interact with nature. City services will address community needs now and into the future through long-term planning and exceptional customer service.

Diverse Housing, Complete Neighborhoods

Graham will be a desirable place to live because of its variety of high quality housing options, providing affordable choices to people of all backgrounds. Neighborhoods will be walkable, safe, and vibrant and will promote private investment and enhancement of existing and future properties.

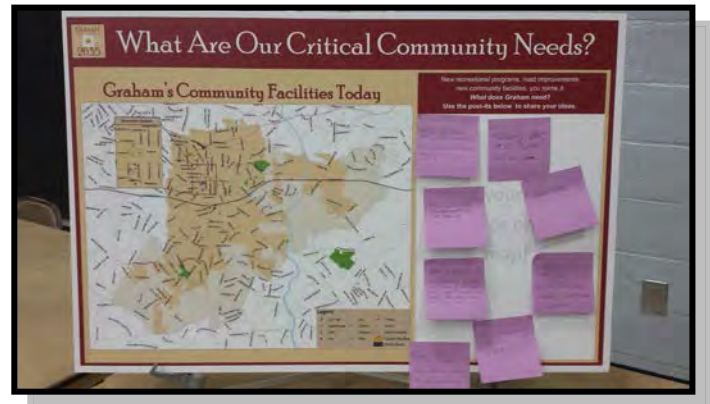
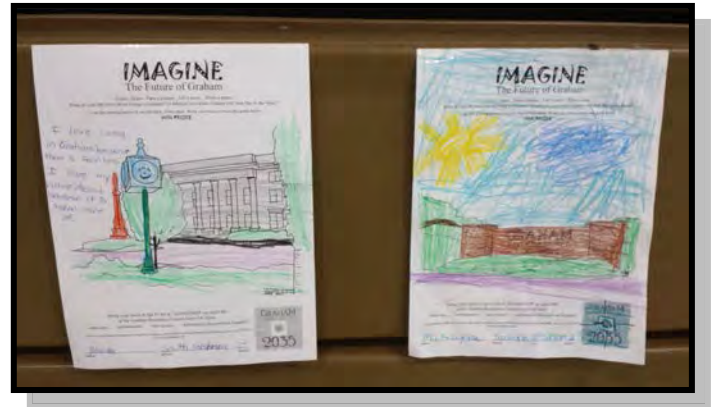
A Place to Live, Work and Play

Graham will be a family-oriented community with active neighborhoods, job opportunities, and abundant recreation amenities.

A Healthy Environment

New growth in Graham will occur sustainably, with minimal impact on the natural environment. Conservation efforts will maintain the health of the watershed, preserve habitat for native plants and animals, as well as reduce pollution through investments in renewable energy sources, clean transportation options, and resource conservation.

PART II: KEY ISSUES



Issue 1: Building upon our Community Character

Background

Like many small historic towns across North Carolina, Graham has a charming character that builds off of well-connected neighborhoods and an attractive urban fabric. This section focuses on the benefits of the City's existing character and how to preserve that character during future growth and expansion, as well as how to promote the City's historic treasures.

The following goals and strategies provide guidance for protecting the City's community appearance. A few of these policies are linked to policies introduced in other sections of this plan, and are important considerations in making adjustments to zoning and land use regulations, recruiting businesses and economic activity, and approaching redevelopment of aging and/or vacant properties.



Goal 1.1 Inviting Community Appearance

Graham will preserve and enhance its community character through attention to community appearance.

Strategy 1.1.1: Wayfinding and Gateways

Develop an upgraded “wayfinding” and signage system for installation along gateways and corridors. Designate gateways for entrances to the historic downtown area, and further develop plans for public improvements and landscaping in the gateway areas.

Strategy 1.1.2: Design Guidelines

Develop commercial and residential site design guidelines that enhance community character and appearance, to be used with special use permit and conditional rezoning applications.

Strategy 1.1.3: Tree Planting

Expand public and private tree planting initiatives in appropriate locations.

Strategy 1.1.4: Underground Utilities

Encourage the placement of utility wires underground, especially in the downtown area.

Strategy 1.1.5: Discourage Strip Development

Discourage highway strip development along transportation arteries and proposed interstate interchanges by directing these commercial activities to proposed activity centers.

Goal 1.2 Historic Preservation

Graham will continue to value its history and culture and preserve elements of its historic character.

Strategy 1.2.1: Historic District

Designate the North Main Street National Historic District as a local historic district.

Strategy 1.2.2: Interstate Signage

Obtain a “State Historic Site” sign along the interstate to recognize the Courthouse Square and North Main Street Historic Districts.

Strategy 1.2.3: Tourism

Encourage tourism within the Town Center through promotional campaigns that highlight the Court House Square and North Main Street Historic Districts.

Goal 1.3 Key Development Areas

Graham will focus on key sections of the City to help achieve desired forms of development and redevelopment.

Strategy 1.3.1: Small Area Plans

Prepare Small Area Plans for Downtown and for development/redevelopment of the North Main Street historic area.

Strategy 1.3.2: Town Center and S. Main Street

Initiate a corridor improvement program for the Town Center and South Main Street that will place utilities underground, improve pedestrian crossings, and construct a landscaped median on South Main Street.

Strategy 1.3.3: East Harden

Prepare a corridor plan to guide development and public investment in the East Harden/NC54 corridor.

Issue 2: Bringing Business to Graham

Background

Every successful City has a strong economic foundation with a broad number of choices in education and employment. Graham has many assets that make it an ideal place to live and work, with a high potential for economic growth and investment. This section outlines strategies for creating opportunities for small-business growth, workforce training, and attracting firms that can provide good jobs and grow the City's economy.

Graham's economic development principles outline some of the community's guiding values, which include the following:

Create vibrant centers, especially downtown

Graham should grow employment and a mix of uses around downtown and focus areas. Vibrant centers create spillover effects and foster small business development and innovation. Create the next generation of employment sanctuaries by facilitating development through public-private partnerships.

Improve access to living wage jobs

Good quality jobs for low educated workers are critical for the future of Graham. Household prosperity varies greatly by employment type. Graham's economic foundation was built on manufacturing, which has seen declines over the past several decades.

Maximize land use efficiency

Communities are often tempted to support inefficient development in the name of economic growth. This can end up leading to higher costs to the public in the long term.



Graham should plan for the efficient allocation and use of infrastructure over time, especially within employment and industrial areas.

Make education a strong point

An educated population and skilled workforce are critical for promoting economic development. Schools in Graham represent a huge asset for promoting the City and improving the area's quality of life. Alamance Community College should become a focal point within the City and region.

“Graham would benefit from aggressively seeking entrepreneurs and investors who would restore the city's historic, crumbling buildings and open businesses such as restaurants, galleries, antique shops, performing arts venues, and food stores. This would create local jobs, generate tax revenue and promote Graham as a premiere North Carolina city. Restoring and revitalizing the downtown area of Graham will attract new residents to the city and bring increased consumer spending.”

-Elaine M.

Attractive compact built form

It may be tempting to view any growth as an indicator of success and a healthy economy, however conventional development patterns – forms of development which tend to be

dispersed and disconnected – can pose future challenges to meet the fiscal, social, environmental, public health, and long term economic development needs of the community and puts at risk achievement of the goals in this plan. On the other hand, developing exciting places with bike paths, sidewalks, and other pedestrian-oriented elements is an important economic development technique. With its rich history and charming small-town character, Graham can be a destination within the state and a high quality living and working environment.

Growing Sustainably

Several cities and towns in the area have capitalized off of conservation of rivers and forests, not only by promoting and benefiting from tourism, but also through less tangible long-term economic benefits. Greening neighborhoods and commercial districts with street trees and parks have been proven through research to directly increase the value of property and support economic development.

Goal 2.1 A Resilient Economy

Graham will have a diverse and robust local economy fostered by economic development opportunities.

Policy 2.1.1: Diverse job market

A diversified job market that provides employment opportunities for persons with varying education levels and skill sets is needed and encouraged.

Policy 2.1.2: Prioritize and Market Education

Graham will increase accessibility to education through strategic and coordinated investments. The City will market itself as a leader in education and cutting-edge educational opportunities at all levels.

Policy 2.1.3: Economic resilience

Graham improves its economic resilience to economic, social, and environmental instability through a strong local economy and equitable opportunities for prosperity.

Policy 2.1.4: Competitive advantage

Graham works to strengthen its existing comparative economic advantages including a high quality and highly diverse workforce, local education and research institutions, and high quality of life.

Policy 2.1.5: Regional coordination

Graham will work to promote a positive economic environment by working to compete with, not against, other local municipalities for high-quality jobs and economic development opportunities.

Policy 2.1.6: Locally owned businesses

Facilitate the creation and growth of small locally-owned businesses and support programs that provide technical and financial assistance to promote sustainable operating practices.

Policy 2.1.7: Partnerships

Graham will continue to develop opportunities for public-private partnerships to coordinate investment strategies and nurture leadership in the community.

Policy 2.1.8: Tourism

Promote Graham as a tourist destination with a focus on Graham's historic downtown, access to the Haw River and Haw River Trail (portion of the North Carolina Mountains-to-Sea Trail), art, museums, and parks.

Strategy 2.1.1: Business Incubation

Develop a business incubation program to encourage development of new business ventures.

Strategy 2.1.2: Collaborate with regional networks

Utilize resources available through UNC Chapel Hill and other state government authorities and non-profits to develop and evaluate economic development programs.

Strategy 2.1.3: Partner with business leaders

Work with local business leaders and school district officials to provide supplemental community investments in local schools and Alamance Community College.

Strategy 2.1.4: Planning capacity

Identify federal and state funding sources and the potential addition of planning staff to expand Graham's long-term planning and economic development capacity. Explore options for a Graham-specific entity to focus solely on economic development within the city.

Strategy 2.1.5: Reduce barriers

Work with local businesses and economic development partners to identify and address unnecessary barriers to local business development.

Strategy 2.1.6: Business opportunity information

Provide a clearinghouse for information on locating a business in Graham and the available State and local resources available to small business, including funding, training, grants, and location assistance.

Goal 2.2 Affordable Community

Graham will continue to be an affordable place to live, work, and play for residents and workers of central North Carolina.

Policy 2.2.1: 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 2.2.2: Living wages

Promote the creation of living wage jobs, and promote living wages when considering economic development incentives and investments. Expand living wage opportunities for people without 4-year college degrees.

Strategy 2.2.1: Job Development

Provide support and assistance to the business recruitment efforts of the Alamance County Chamber of Commerce, seeking to attract a range of employment opportunities.

Goal 2.3 Prosperous Centers

Graham is home to several nodal employment centers that contain a variety of businesses, uses, and services.

Policy 2.3.1: Downtown

A vibrant downtown is critical for Graham's economic success. Graham's downtown is a priority when considering incentives, investments, regulations, and marketing. Encourage entertainment options to locate within Graham's downtown.

Policy 2.3.2: Innovative spaces, spaces of innovation

Graham promotes the development of flex space, live-work units, and adaptive structures for office, retail, and light industry.

Policy 2.3.3: Retail centers

Because of market limitations on the amount retail space the City can viably support, Graham promotes retail within focused centers of activity that will host a large variety of small retail spaces while generally discouraging sprawling isolated retail that does not promote a cohesive urban fabric.

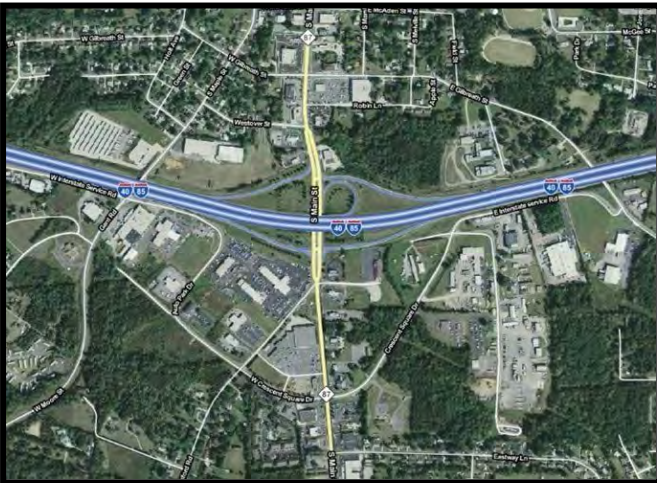
Strategy 2.3.1: Facilitate focused development

Incentivize pedestrian-oriented nodal development consistent with this plan by incentivizing smart growth development. The City could choose to utilize some of the following methods:

- Expedited permit review
- Deferred tax payments
- Covering some building expenses
- Low-interest loans
- Providing infrastructure
- Flexible and innovative regulations
- Small area plans

Strategy 2.3.2: Prepare Development Strategies for Interchange Areas

Prepare and implement strategies to promote business development around the City's three interstate interchanges.

**Goal 2.4 Industry**

Graham will foster industrial development with areas that include flex space developments, incubator districts for emerging local businesses, industrial headquarters offices, and dispersed neighborhood employment areas. These areas will promote opportunities for middle-wage jobs and upward mobility.

Policy 2.4.1: NC Commerce Park

Promote growth of Graham's primary job creation opportunity, a joint planning area known as the North Carolina Commerce Park (NCCP), due to its location, regional accessibility, and highly developable status.

Strategy 2.4.1: NCCP Development

Develop a plan for the employment district in order to maximize economic growth within this area. Align plans and investments with efforts to recruit and grow strategic business opportunities in the NCCP.

Strategy 2.4.2: Promote Industrial Redevelopment

Encourage reinvestment and intensification at existing industrial sites. Encourage redevelopment of existing buildings and infrastructure for industrial growth.

Strategy 2.4.3: 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.

Strategy 2.4.4: Green Industry Growth

Encourage improvements to the cleanliness, safety, and ecological performance of industrial development and freight corridors by facilitating adoption of new technology and design, conserving trees on industrial properties, and use of renewable energy sources.

Strategy 2.4.5: Attract green industry

Work to attract environmentally responsible companies and foster growth in green industries in Graham.

Issue 3: Accessing Local and Regional Opportunities

Background

Good transportation is critical for a thriving City. That means having a system that supports the flow of industrial and commercial goods as well as builds context-sensitive networks within compact and vibrant built living environments. But a good system is expensive and cities need to develop efficient systems and find innovative funding solutions for slimmer budgets and increasing populations.

Following World War II, cities across the country designed transportation networks primarily to accommodate the automobile. Historic structures were torn down to make way for parking lots, cherished neighborhoods bulldozed for freeways, and new development and investment became directed toward low density automobile-oriented development on the urban periphery. Graham was not an exception, but the City's moderate growth and small town charm meant that it largely maintained its interconnected network of streets near the City center. While some recent development has created disconnected street patterns, this plan seeks to reverse that trend and promote the interconnectivity of streets within future development.

This section builds off of the City's existing Growth Management Plan to promote safe, efficient, interconnected, multimodal transportation systems that foster vibrant neighborhoods and economic development. Through goals, actions, and policies it discusses the existing transportation network in Graham and identifies opportunities for short-term and long-term improvements.



"I want Graham to be a 'walk-to' city, where people can access everything no matter where in the city limits they live, as opposed to a 'drive through' city where they bypass us and go to Mebane or Burlington."

-Christopher M.

"Having options for those who don't have a car or want to leave their car at home sometimes would be great."

-John P.

A Multi-Modal System

In Graham, a multimodal system means a transportation network designed for more than just cars and trucks, but also bicyclists, and pedestrians.

Streets

Streets not only conduct the flow of car and truck traffic but also serve as points of interest in the community. For example, a good neighborhood street can safely serve as a child's play area, and commercial streets with coffee shops and businesses can flourish into vibrant public spaces with outdoor tables and artwork.

Pedestrians

The overwhelming consensus of academic studies is that walkability improves property values, economic development, and personal health. Walkability improves with more than just infrastructure and is measured primarily by quantifying the 3 Ds: density, diversity, and design. That is, the density of interesting things within a given area, the diversity of places that you walk past, and the layout of the street network. This plan promotes walkability and seeks to improve the pedestrian realm in Graham.

Bicycling

Bicycling can serve as both a form of transportation and of leisure and exercise. This plan seeks to aggressively improve the viability of bicycling as a legitimate method of accessing opportunities and points of interest. Transportation and park facilities should be designed to safely accommodate bicyclists of all ages and riding abilities.

Transit

With the exception of a Burlington-funded route to Alamance Community College, Graham is not currently served by a fixed-route transit system. Availability of public transit within the City of Graham is a potential option in the future.

Commuting

Most people who live in Graham work elsewhere and most jobs in Graham belong to people living outside of the City. Accessibility to onramps for I-40/85 is important. Street connectivity is key because it increases the number of viable paths to and from onramps, home, and places of interest.

Parking

Though the plan promotes multiple modes of transportation, it does not ignore the fact that most people in Graham own vehicles and use

them to travel to work, the store, and recreational areas. Many businesses rely on sufficient parking capacity to attract customers. This plan accommodates parking yet acknowledges that it should not jeopardize pedestrian safety and accessibility.

Streets and Alleyways

Alleys are important because they enhance the frontage of businesses and homes by moving things like trash, recycling, parking, and utilities to the back of buildings. This improves the aesthetic quality of the neighborhood. They also remove curb cuts and driveways from the front of businesses, which reduces the risk of a collision with pedestrians and bicyclists on the sidewalk.



Goal 3.1 Context-Sensitive Transportation

The design of Graham's streets will fit in with and enhance the adjacent land uses.

Policy 3.1.1: Context-Sensitive Infrastructure

New transportation Infrastructure should promote and correspond with the land use goals of the Graham 2035 Comprehensive Plan, including the Future Land Use Map.

Policy 3.1.2: Safe Access to Businesses and Homes

Limit direct highway access or the number of curb cuts to commercial activities by directing development to proposed regional and village centers and requiring internal connectivity between commercial uses, uniformity in design standards, and rear alley access where feasible.

Policy 3.1.3: Parking Behind Buildings

Encourage off-street parking to be located in the rear of new commercial buildings with accessed provided by alleys.

Policy 3.1.4: Shared Automobile Parking

To improve parking efficiency and limit the development cost of parking, promote shared parking arrangements.

Strategy 3.1.1: Parking Space Maximums

Include flexibility and incentives in zoning regulations to encourage approaches that avoid the overdevelopment of parking.

Goal 3.2 Dense and Interconnected Transportation Network

Graham's road network will be highly connected with short walkable blocks and multiple pathways to any single destination in the City.

Policy 3.2.1: Connectivity

Promote interconnectivity within residential and commercial developments.

Policy 3.2.2: Road Network

An adopted Thoroughfare Plan Map should indicate the location of future roads throughout Graham and provide a coordinated, efficient, and dense street network.

Policy 3.2.3: Fewer Dead-end Streets

Discourage or prohibit the development of cul-de-sacs and dead-end streets in new projects.

Policy 3.2.4: Greenway system

Promote a greenway system that links together the City's recreational resources and provides connections to commercial, employment, and residential areas. Greenways along stream buffers should be prioritized in order to protect the stream watershed.

Strategy 3.2.1: Improve Connectivity

Encourage maximum block lengths and minimum right-of-way connectivity ratios.

Strategy 3.2.2: Dense Future Road Network

Coordinate with NCDOT and BGMPO to develop

"There are still long stretches of roads with no sidewalk and little or no shoulder, which makes it difficult to combine errands with exercise."
-Jeff T.

and implement a City Street Plan and Thoroughfare Plan to have minor roads built by developers and maintain a dense interconnected road network.

Strategy 3.2.3: InterCity Bikeway System

Partner with Burlington, Mebane, other local communities, and the MPO to develop an intercity bikeway system, preferably including off-street bike paths and greenways.

Strategy 3.2.4: Haw River Trail

Coordinate with NCDOT, Alamance County Recreation and Parks Department, and other entities to build and maintain the Haw River Trail.



Goal 3.3 Multimodal Street Design

Graham will have efficient, safe, and accessible streets that accommodate many travelers and protect Graham's community character.

Policy 3.3.1: Complete Streets

New roads and road improvements should be designed as complete streets that are designed to provide access to all users including pedestrians, bicyclists, and automobiles. Ideally, on all non-industrial and non-rural streets, 50% of the right-of-way should serve bicyclists and pedestrians while the other 50% should serve automobile traffic.

“For us the biggest obstacle to a healthier lifestyle is a lack of safe bike lanes. As we look to grow Graham, bike lanes would be a wonderful blessing.”

-Keith D.

Policy 3.3.2: Limit Street Width

Reduce roadway lane widths in order to slow down vehicular traffic in areas where bicycle and pedestrian traffic is encouraged.

Policy 3.3.3: Implement Road Diets

Reduce the number of vehicular lanes in order to paint separated bicycle lanes and allow for on-street parallel parking in areas where bicycle and pedestrian traffic is encouraged.

Policy 3.3.4: More Sidewalks

Increase sidewalks on future and existing roads.

Policy 3.3.5: Increase Safety

Provide for pedestrian and bicycle safety at all street crossings, including cross-walks, bulbouts, signage, and tight curb return radii.

Strategy 3.3.1: Sidewalks and Street Trees

Amend subdivision and zoning regulations to promote and provide incentives for all new development to include sidewalks and street trees, especially where part of the adopted Pedestrian Plan.

Strategy 3.3.2: Increase Bicycle Parking

Amend zoning regulations to encourage the installation of bicycle parking for all new development.

Strategy 3.3.3: Amend Street Cross-Sections

Amend street cross-sections with the intent of increasing the right-of-way width serving pedestrians, bicyclists, and low-impact stormwater infrastructure.

Issue 4: Enhancing our Public Facilities and Services

Background

Future growth will affect emergency and public services and public facilities for current and future residents. The City of Graham is highly regarded for the quality of its parks and public services. While Graham's continued growth necessitates planning for new infrastructure, it is the primary priority of this plan to maintain existing infrastructure in good repair and to maximize the utilization of investments already made. This plan aims to maintain adequate levels of service, reduce energy and maintenance costs, protect water resources, and reduce solid waste.

"Graham has responsive local government and public services staffs. I've never had an issue that the department I contacted didn't help me resolve. This has not been the case in larger towns I've lived in."

-Jeff T.



"Graham will be much more appealing to families/businesses if our school system is improved and has a reputation for excellence. Once a good school system is in place and employment opportunities offering higher wages become available, all other components of Graham's growth will likely enjoy success as well."

-John P.



Education is a primary concern of people living in Graham and it is a critically important topic because of education's strong correlation with quality of life and economic development. The City is served by several public schools within the Alamance-Burlington School System, including four elementary schools, two middle schools, three high schools, and a combined middle/high school. Additionally, Alamance Community College is located in Graham. Although the City does not control school budgets or policies, this plan will suggest collaborative actions that can be taken to improve education. There are multiple

opportunities for Graham's residents, business leaders, and stakeholders to become more involved in enhancing the conditions and operations of public schools within the City.

Goal 4.1 Schools

The community will see continued improvement in the facilities and curricula offered for the education of Graham's student populations.

Strategy 4.1.1: Increase Community Involvement in Public Schools

Initiate a local effort to increase community involvement in Graham's public schools, through parent outreach, increased resources for after-school programs, mentoring, and support for teachers and facilities.

Strategy 4.1.2: Establish Communications and Coordination Mechanisms with the Alamance-Burlington School System

Work with the elected and administrative leadership of the County School System to identify additional opportunities for information-sharing and collaboration in support of facilities and student/family needs.

Goal 4.2 Parks

Graham will continue to develop and operate high quality recreation facilities.

Graham is home to several parks including Bill Cooke, Marshall Street, Greenway, Oakley Street, and South Graham Parks. Additionally, Graham offers recreational opportunities at the Graham Recreation Center, the Maple Street Center, Graham Civic Center, Haw River Access and other locations throughout the City. This plan aims to promote the continued high quality service provided by the City and County's Recreation and Parks departments.

Strategy 4.2.1: Greenways

Continue to develop a greenway system that links together the City's recreational resources.

Strategy 4.2.2: Continue efforts to develop Graham's new Community Park.

Continue efforts to develop the future City of Graham Recreation Complex.



Goal 4.3 Water/Wastewater Systems

Graham will continue to coordinate with the City of Mebane to operate efficient and quality water distribution and treatment systems.

The City of Graham operates a combined enterprise fund for Water and Sewer and is co-owner of the Graham-Mebane Water Treatment Plant with the City of Mebane. The plant is located on Graham-Mebane Lake in the northeastern part of Alamance County. The lake provides 2.8 billion gallons of storage and the water treatment plant has a treatment capacity of 12 million gallons per day and treated water storage capacity of six million gallons. In addition to serving Graham and Mebane, the Towns of Green Level and Swepsonville are also served by this plant. The City's water currently meets federal and state water quality requirements and is projected to meet demand over the

lifetime of this plan. In addition to these large fixed investments, the City's utility systems need continual investment to keep pace with growing demand, replace aging facilities, and keep systems in a state of good repair.

"We have such wonderful parks both city and county around here, and that's what we need to keep open and beautiful."

-Hope M.

Policy 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.

Strategy 4.3.2: Conserve Water Resources

Through education outreach, infrastructure, and service pricing, promote the conservation of water resources for long term security.

Strategy 4.3.3: Increase Use of Reclaimed Water

Promote the use of reclaimed water by incentivizing rainwater collection and other forms of reclaiming water.

Strategy 4.3.4: Water Efficient Construction

Incorporate water saving and water efficient construction incentives into appropriate development regulations.

Strategy 4.3.5: Adjust Land Use Regulations

Amend zoning regulations to create a new Rural zone, and work with Alamance County to expand Graham's Extraterritorial Jurisdiction to align with expected development patterns.

Issue 5: Expanding our Housing Options

Background

Local and nationwide demographic changes are resulting in new housing needs and preferences. This section outlines strategies for protecting home values, promoting home investments, and maintaining diverse high quality residential neighborhoods.

This section also includes strategies for healthy and active living environments.

Equity

Shelter is a basic human need, yet not everyone in Graham has safe and healthy living environments. Race, income, immigration status, limited English proficiency, sexual orientation, and disability can limit choices. Working to provide a fair and equitable housing market is essential for expanding choice and opportunity for everyone in Graham, and creating a strong and inclusive community.

Housing + Transportation

The low cost of high quality homes is one thing that makes Graham an attractive place to live. The average household in Graham spends less

than thirty percent of their income on housing. But, while housing is affordable, current transportation patterns are costing those living, working, and studying in Graham. An average household owns 2 vehicles, drives 27,000 miles annually, and spends more on transportation than on housing. The idea of affordability should be reexamined and location needs to become an important consideration in the development of new housing.

Goal 5.1: Housing Options

Regardless of family size, income level, or other factors, people in Graham have access to housing choices that accommodate their needs and desires.

Policy 5.1.1: Housing variety

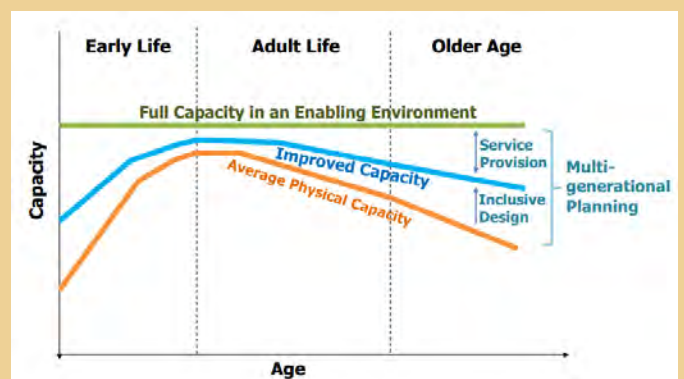
Encourage a mix of housing types within Graham to increase choice. These can include single family dwelling units, multifamily dwelling units, small units, pre-fabricated homes, co-housing, and clustered housing.

Policy 5.1.2: Variety of ownership opportunities

Encourage a variety of homeownership opportunities and choices by supporting the development of condominiums, cooperatives, and land trusts.

Graham: A Multigenerational City

Multigenerational planning is a comprehensive approach to community and economic development that enables people of all ages and abilities to lead active and fulfilling lives. By developing diverse communities we create neighborhoods where young people can afford to live, families can comfortably raise children, and growing elderly populations may remain rooted in the communities that they care about.



Source: Planning Across Generations Project

Goal 5.2: Housing Equity

All persons who live and work in Graham, regardless of income, age, or ability, have the opportunity to rent or purchase safe, decent, accessible, and affordable housing in complete neighborhoods.

Policy 5.2.1: Diverse Neighborhoods

Encourage a mix of housing types within Graham, including detached, duplex, multifamily, townhomes, and live-work units.

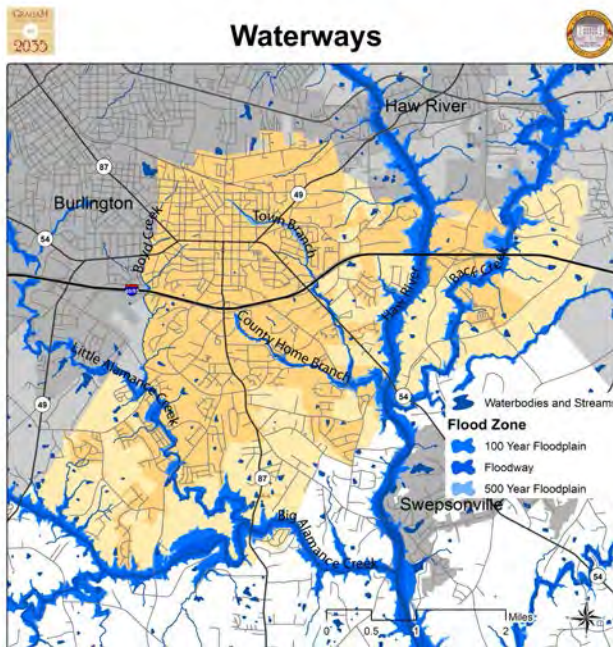
Policy 5.2.2: Multigenerational Housing

Promote buildings and neighborhood designs that serve multiple age groups simultaneously and meet the needs of young people, families, older adults, and people with disabilities, especially in focus areas and in close proximity to services.

Issue 6: Conserving our Natural Environment

Background

Conservation of the environment plays a major role in fostering long-term economic growth, as well as providing better air and water quality and recreational opportunities. This section provides strategies for decreasing Graham's development impact on the natural environment.



Decision makers across the state and around the country are increasingly recognizing the environmental impacts of growth and development. Such awareness has burgeoned due to longstanding environmental neglect: urban sprawl, loss of agricultural and rural lands, habitat loss and fragmentation, and increased pollution of our air and water. This plan recognizes that environmental protection and long term economic development go hand in hand.

Watershed Health

Everyone lives in a watershed, yet many of us take for granted the streams that go by our backyards and wind under bridges and through underground culverts. Graham lies within the Cape Fear River Basin. Several freshwater streams run through the City's corporate limits including:

- Haw River
- Town Branch
- County Home Branch
- Big Alamance Creek
- Back Creek (Little Creek)
- Little Alamance Creek
- Bowden Branch (Boyd Creek)

Decreasing polluted runoff into these streams is critically important because of the high social, environmental, and economic value of these waters, which are used for fishing, kayaking, canoeing, trails, greenbelts, parks, aesthetics, riparian vegetation, wildlife habitat, and drinking water. Several scientific studies have found that by protecting streams, communities benefit from increased tax bases, recreation-oriented businesses, tourism, state and federal government expenditures, and corporate

relocations. Additionally, protecting streams can reduce costs for services such as roads, sewers, and flood control.

Low Impact Development

Low impact development (LID) is an approach to urban development, redevelopment, and retrofits that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features and minimizing impervious surface area. In practice, LID facilities include bioretention areas, rain gardens, green roofs, rain barrels, and swales. Implementing LID can benefit communities by reducing the impact of built-up areas and promoting the natural movement of water within the watershed.

Goal 6.1: Improve Stream Health

Streams within Graham's planning area will be clean and healthy, with heavily vegetated and connected riparian buffers that make Graham more attractive and are home to many species of plants and animals. This goal seeks to reduce non-point source pollution and minimize soil erosion and sedimentation.

Strategy 6.1.1: Water Quality BMPs

Use non-structural best management practices (BMPs) to improve water quality, such as public education program and monitoring and control of illicit discharges.

Strategy 6.1.2: Low Impact Development

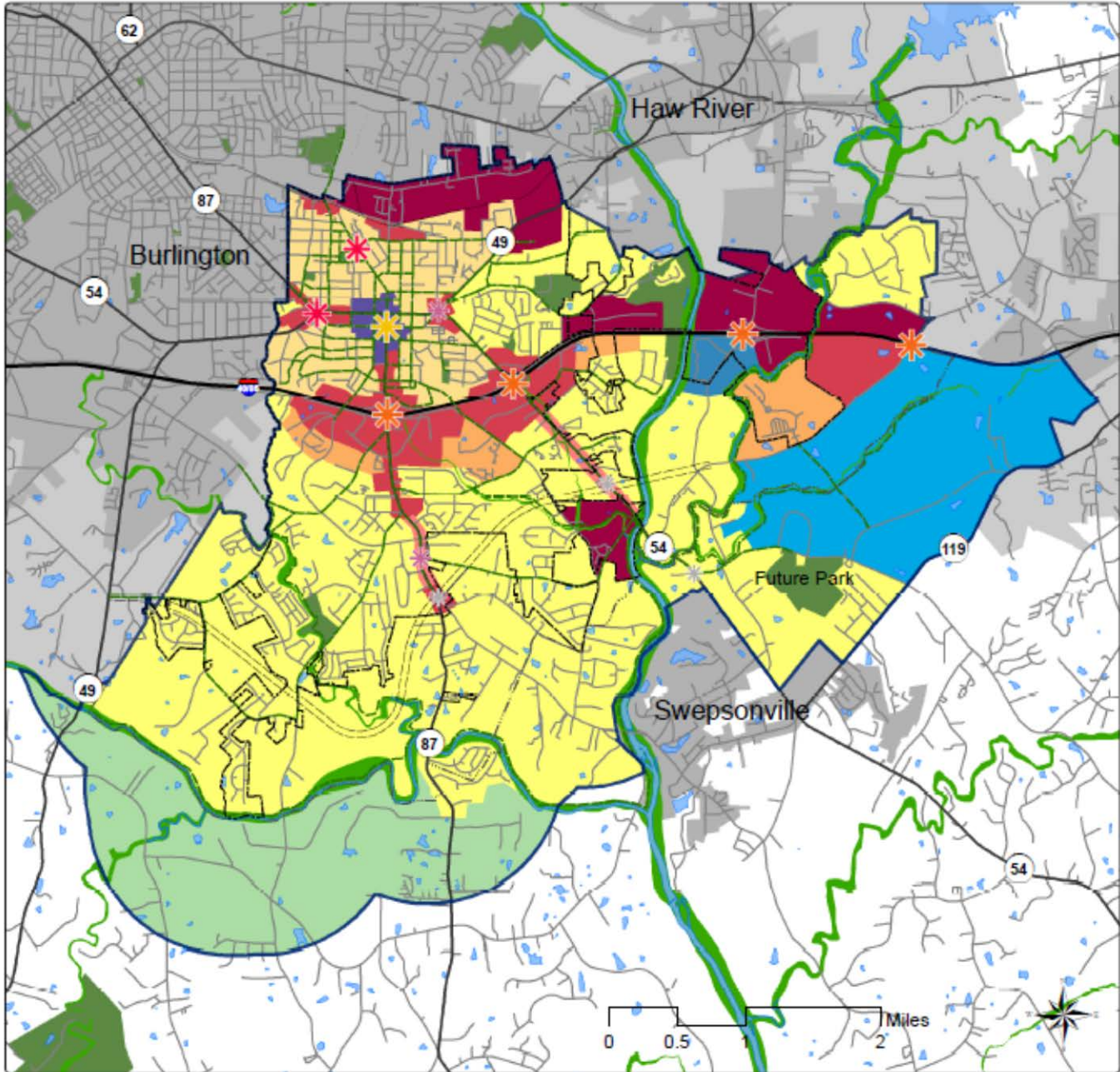
Promote the use of Low Impact Development (LID) techniques to mitigate the impacts of stormwater runoff. Such techniques should include the use of green roofs, rain gardens, cisterns, and rain barrels, as well as reducing impermeable surfaces and restricting unnecessary grading and clearing of natural vegetation.

Strategy 6.1.3: Wastewater Reuse

Explore the reuse of treated wastewater at Graham's wastewater treatment plant to further reduce the nitrogen and phosphorous load to the Haw River and reduce non-potable water consumption where feasible.



PART III: LAND USE



Existing Land Use Patterns

BACKGROUND

The Future Land Use Map provides direction for land use changes in Graham over time. Future land use designations provide information on where and how to grow in an efficient, sustainable, and orderly manner. Physical form is a critical component of future growth and this section addresses development patterns in Graham. The Future Land Use Map follows several growth principles, and will guide the City's land use decisions. These guiding principles are:

Develop a compact, mixed-use, and focused pattern of growth

Graham will focus compact development in well-defined areas in order to increase the viability of regional transit, preserve open space, rural areas, and environmentally sensitive lands, efficiently provide public services and infrastructure, and promote infill

development and redevelopment. Compact growth areas include a number of communitywide activity destinations, including downtown and future mixed-use activity centers that will serve as focal points and centers of activity.

Increase travel choice among residents and visitors

Present day land use and transportation patterns primarily accommodate a single mode of travel: the automobile. The City's new growth pattern will facilitate travel for automobiles, pedestrians, and bicyclists. Transportation infrastructure will use context-sensitive solutions and will be organized around and woven into a compact pattern of small blocks with interconnected streets and paths.

Provide an interconnected system of open lands

Maintaining open space provides recreational opportunities, conserves natural habitats, and reduces the harmful impacts of urban runoff into waterways. The objectives are to provide Graham residents with access to open space and promote the City as a destination for



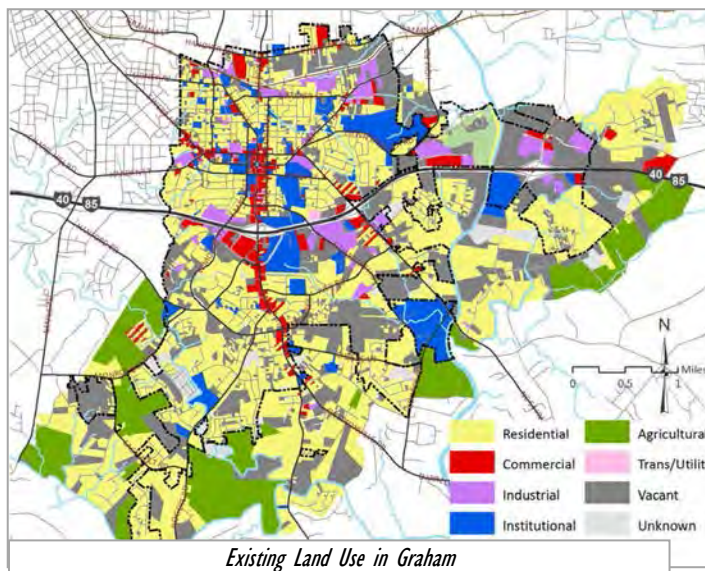
outdoor recreation by maintaining and expanding its network of trails, greenways, bikeways, parks, and open space.

Reduce greenhouse gas and pollutant emissions

Land use and transportation patterns have direct effects on greenhouse gas emissions and air and water pollutants. By focusing development in a compact, pedestrian-oriented, and mixed-use manner this plan aims to reduce energy use, expenditures, and daily automobile trips while maintaining a high quality of life for people who live and work in Graham.

Existing Land Use Patterns

The existing land use map shows general land uses within the City of Graham and its ETJ. Over the years this land use pattern developed as a result of market forces and previous land use policies and zoning regulations. Comparing the prior future land use plan to existing land uses shows that development has generally remained consistent with previous spatial policies.



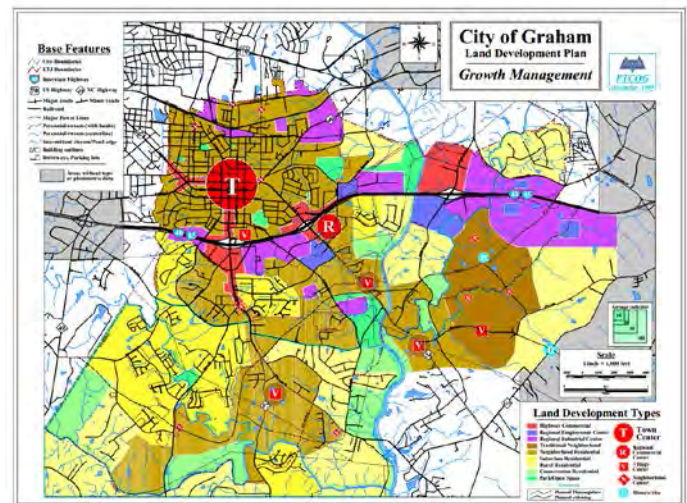
regulation of land use, density, and dimensions within the boundaries of the City and its ETJ. The Future Land Use Map is one of the community’s tools to wisely shape the City’s future over time.

Future Land Use

BACKGROUND

The Future Land Use Map provides direction for land use changes in Graham over time. Future land use designations provide information

Graham’s previous future land use plan was adopted by the City in 2000 with Graham’s Growth Management Plan and included nine land use categories. The new Future Land Use Map aims to expand upon the previous plan by re-envisioning the built environment and developing around focused centers.



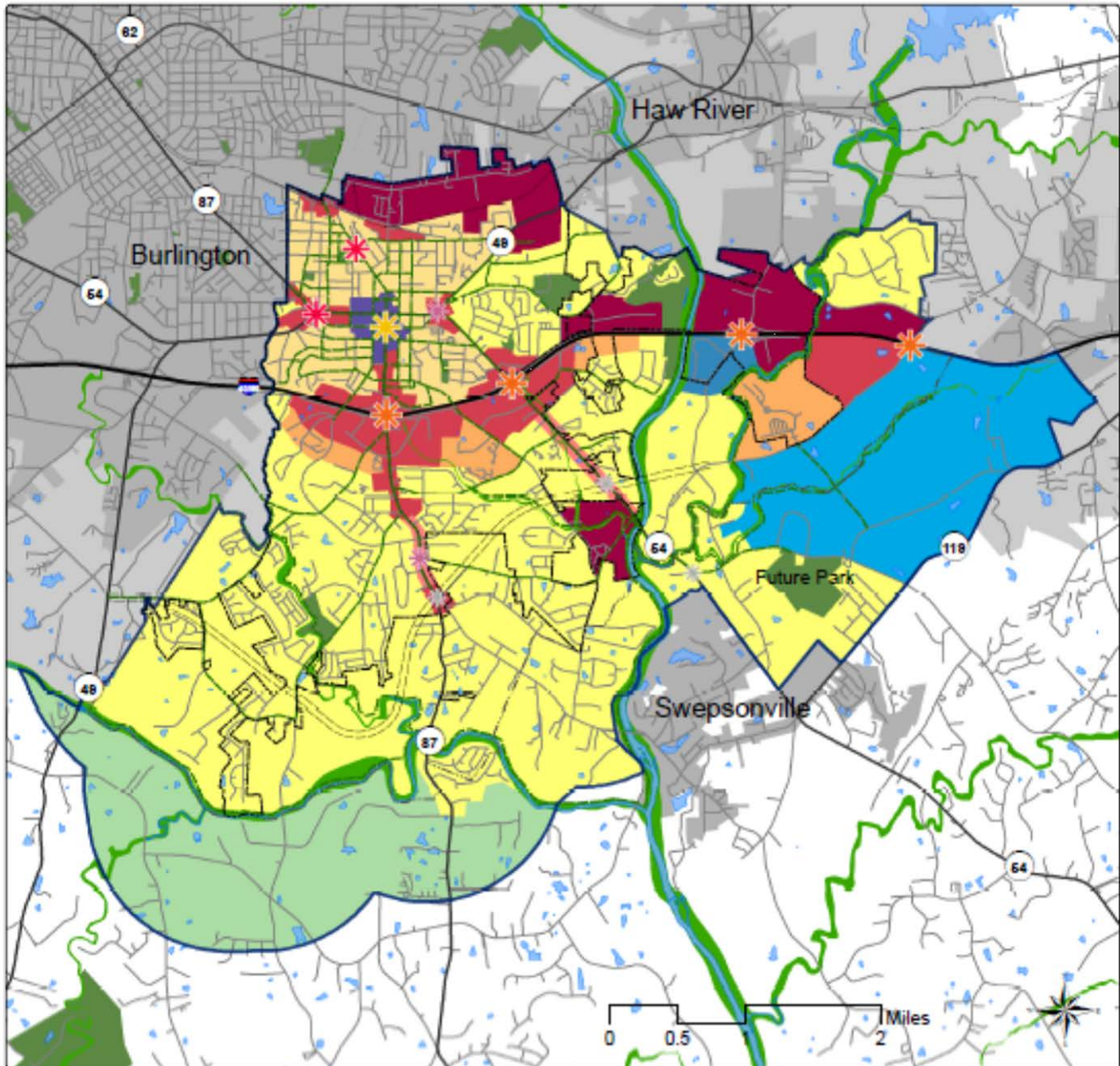
Graham’s previous Future Land Use Map

On the next page, Graham’s Future Land Use Plan is displayed, followed by descriptions of the various land use categories and selected illustrations.

The Future Land Use Map, which guides long term policy and land use decisions, is distinct from the zoning map, which amounts to direct



DRAFT Future Land Use Map



Neighborhoods

- Mixed Use Residential
- Downtown Residential
- Suburban Residential

Edges

- Rural Residential
- Floodway

Districts

- Downtown District
- Mixed Use Commercial
- Education District
- Employment District
- Industrial

Corridors

- Commercial Corridor
- Proposed Southern Loop
- Bike/Ped Corridors

Boundaries

- Graham City Limits
- Graham ETJ
- Planning Area

Centers

- Downtown Regional Node
- Interchange Regional Node
- Community Activity Center
- Neighborhood Activity Center
- Potential Activity Center
- Parks & Open Space

Future Land Use Categories

The Future Land Use Map presented here represents a spatial arrangement that reflects the values of the community. While the map represents a two-dimensional development plan to promote orderly development, land use categories provide the third dimension to growth. Land use categories outline the type of encouraged development and provide a guide for zoning changes. This Future Land Use Map was constructed through consideration of six land use concepts:

- Neighborhoods
- Districts
- Edges
- Boundaries
- Corridors
- Centers

Each of these components serves a critical function in cities like Graham. Where appropriate, components contain goals and policies that maintain consistency between the future land use categories in order to promote orderly development and a vibrant, unique, and diverse community.

Zoning

The section below addresses the application of the Future Land Use Map for zoning requests and other zoning changes. North Carolina municipal zoning enabling legislation requires that zoning be “in accordance with the comprehensive plan.” State zoning statutes also require that Planning Board review of zoning amendments include written comments on the consistency of the proposed amendment with the comprehensive plan and any other relevant plans (such as a small area plan, corridor plan, or transportation plan) that have been adopted by the local government’s City council. The council is also required to adopt a statement on plan consistency before adopting or rejecting any zoning amendment. While these written

comments are required, they do not limit the council’s discretionary power to adopt or not adopt zoning amendments.

Applying Future Land Use Map

The Future Land Use Map establishes the desired development pattern for the City of Graham and serves as a blueprint for future growth. The Future Land Use Map of this plan will be the primary guide for future land use and transportation decisions. The Future Land Use Map of this plan will also serve as a primary guide for future zoning decisions, along with policies and strategies from this section.

Neighborhoods

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 small scale activity centers that provide civic and commercial functions within a five to ten minute walk for residents to meet their daily needs.

In this plan neighborhoods include mixed-use residential, downtown residential, and suburban residential future land use categories. Goals and policies listed for neighborhoods apply to all of these categories. Specific policy guidance is also provided for each category.

Connecting Neighborhoods

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. In redevelopment and all new neighborhood development:

- Prohibit dead ends and cul-de-sacs unless barriers or topography preclude a throughway
- Encourage blocks shorter than 600 feet from intersection to intersection and encourage frequent pedestrian connections
- Provide off-street pedestrian and bicycle routes
- Encourage sidewalks on both sides of all new neighborhood streets with street trees planted between the sidewalk and curb

Neighborhood streets should be designed to slow down traffic by decreasing street pavement widths, providing short blocks, encouraging on-street parking, planting street trees, and constructing bulb-outs and tight curb return radii of between 5 and 15 feet at intersections.

Making Places

New neighborhoods enhance the quality of life of and expand choices for the residents who live there and represent the vibrancy and diversity of Graham.

The public realm should be enhanced within all new neighborhood development and redevelopment utilizing the following techniques:

- Locate buildings near the front of the property line, orient them toward the street, and include front porches and other private outdoor spaces
- Consider view corridors of natural features and landmarks and encourage streets to terminate on a visually interesting feature
- Recess garages behind the front of buildings to avoid streetscapes dominated by garage doors

- Incorporate alleys into new neighborhoods to decrease the need for driveways and to provide for accessory buildings, utilities, and services, and parking off of neighborhood streets

Greening our Neighborhoods

Homes ideally should be located no more than a half mile from parks and ideally one quarter mile or less. The following techniques should be considered in new development:

- Locate parks in the center of new neighborhoods and establish them as a central activity point
- Encourage building frontages to face toward neighborhood parks in order to enhance safety and creation of an outdoor room
- Encourage neighborhood pocket parks of $\frac{1}{4}$ acre

Mixed Use Residential

Mixed Use residential areas in Graham ideally are located between mixed use commercial areas and single family housing neighborhoods. They should include a variety of uses, but are primarily compact residential neighborhoods.

Principal uses: detached single family housing on small lots less than 6,000 square feet in area, group homes, and live-work units

Secondary uses: multifamily housing, duplexes, townhomes, neighborhood commercial, non-retail uses such as day care, parks, schools, small civic facilities, offices and flex space, studios, bed-and-breakfasts; secondary uses are most appropriate when located at or near street intersections.

Desired Pattern

Mixed use residential neighborhoods should include diverse housing options. Housing should be built at a human scale, with buildings that reflect Graham’s historic architecture and which create a comfortable space along the street.

Transportation

Automobile parking should be located on the street, and behind homes with ingress and egress via rear alleys. All new street development should include wide sidewalks on both sides with street trees placed at 30-40 foot intervals. Where possible, blocks should be broken up to create street lengths of less than 600 feet between intersections. Textured crosswalks and other traffic-calming facilities should be used to increase the safety and visibility of pedestrians and bicyclists.

Principal Uses: Predominantly detached single-family homes; new neighborhoods may include duplexes

Supporting Uses: Places of worship, daycares, park facilities, schools, civic spaces; designated neighborhood centers may include neighborhood-oriented commercial, small professional offices, live-work units, and home occupations provided they do not generate excessive traffic and parking

Desired Pattern

Many of Graham’s downtown residential neighborhoods include sidewalks, tree coverage, small and medium-sized lots, a variety of housing choices, human-scale buildings oriented toward the public realm, attractive architectural features, and porches and stoops that facilitate social interaction and provide eyes on the street. This pattern should be maintained and continued with policies that promote home rehabilitation and context-sensitive infill development.

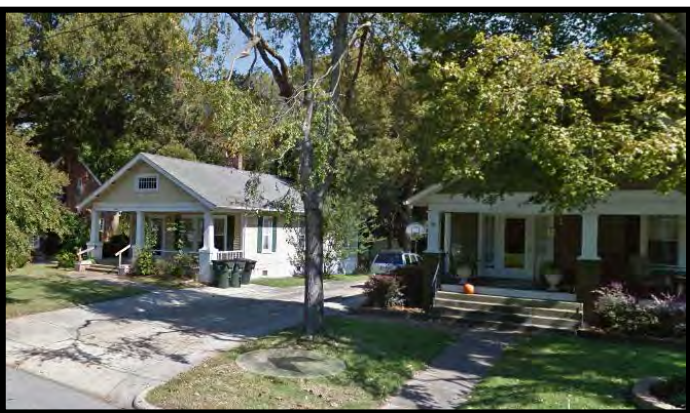
Transportation

Automobile parking should be located on the street, and in garages set back from the front of the home. Where public right-of-way widths permit, street reconstruction projects should include sidewalks on both sides of the street. Street trees should be planted at 30-40 foot intervals between the curb and the sidewalk. Textured crosswalks and other traffic-calming facilities will increase the safety of pedestrians and bicyclists.

Appropriate Form	2-5 story building heights
Appropriate Dimensional Standards	0-15 foot front build-to line; No minimum side yard setbacks; 16 foot minimum lot width and 50 foot maximum lot width

Downtown Residential

Downtown residential areas are located in and around the City’s historic downtown area. These neighborhoods are compact, connected, and diverse.



Appropriate Density	3-6 dwelling units per acre
Appropriate Dimensional Standards	New homes should consider adjacent lot sizes and building orientations

Suburban Residential

The suburban residential land use area is an important category in this plan because it makes up more area within Graham's planning area than any other future land use category. Conventional residential practices tend to result in disconnected, homogenous, automobile-oriented developments. This plan changes the paradigm by promoting diverse, walkable, and connected neighborhoods. 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.

Principal Uses: Predominantly detached single-family homes; new neighborhoods may include a range of duplexes, accessory dwelling units, townhomes, and small scale multi-family dwellings of twelve units or less

Supporting Uses: Places of worship, day cares, park facilities, schools, civic spaces; designated neighborhood centers may include neighborhood-oriented commercial, small professional offices, live-work units, and home occupations provided they do not generate excessive traffic and parking

Desired Pattern

Recent residential developments in Graham have resulted in disconnected, low density, automobile-oriented patterns. Many new neighborhoods lack pedestrian connectivity. Many new homes are built with garages in the front of the house and wide impermeable driveways. While the automobile will continue to be the primary mode of transportation for people living in this area, neighborhoods should include pedestrian-friendly design, with a diverse array of housing built around

neighborhood centers. In new neighborhoods, it would be desirable for garages to be set back from the front of the home, or accessed via a rear alley.

Transportation

Automobile parking should be located on the street, and behind homes with ingress and egress via rear alleys. All street rights-of-way should include sidewalks on both sides with street trees placed at 30-40 foot intervals within grass swales. Where possible, blocks should be broken up to create street lengths of less than 600 feet between intersections.

All new neighborhoods should connect to future and existing neighborhoods. Neighborhood streets should function as yield streets to calm traffic and decrease impermeable surface. Where determined to be unnecessary and where swales are present, curb and gutter should be discouraged to decrease development and maintenance costs and facilitate stormwater runoff.

Appropriate Density	3-6 dwelling units per acre
Appropriate Dimensional Standards	New neighborhoods should consider a variety of lot sizes with consistent setbacks along the same street

Districts

Districts include multiple buildings with a diversity of uses arranged in a form conducive to the primary function of the district. They may have centralized ownership or a regulating masterplan or small area plan, and serve a unique function within the City and region.

In this plan districts include the downtown district, mixed-use commercial districts, the education district, the employment district, and industrial districts. In some cases, such as

downtown and some of the industrial districts, future land uses are already well defined by current land uses. In other cases, like the employment district, the district characteristics may not currently be present and planning and market forces will play a major role in shaping the area over the coming decades. Achieving efficient, orderly, and attractive development within some districts will be more easily achieved through the development and implementation of small area regulating plans.

Circulation and Access

Districts will be designed to accommodate all modes of travel including bicycling, walking, and driving.

All new streets and street redevelopment should be designed to accommodate bicyclists, pedestrians, and automobiles, unless within industrial areas where heavy freight is expected. Pedestrian access should be enhanced through the following practices:

- Incorporate street trees into sidewalk design
- Include street furniture, pedestrian scale lighting, and bulb-outs at pedestrian crossings
- Apply road diets that allows additional space for separated bicycle lanes

With the exception of industrial areas, districts should be connected to residential neighborhoods via arterial roads, local streets, and bicycle and pedestrian greenways. Superblocks with perimeters in excess of 2,400 feet should be avoided. Where adjacent neighborhoods worry about cut-through traffic, consider one-way streets as a temporary solution.

Parking should be provided as parallel or diagonal on-street parking. Off-street parking should be shared and located behind

buildings or beside buildings with planting buffers. The City should encourage approaches that minimize the amount of surface parking to the extent possible.

Concentrated mix of uses

Districts feature a mix of uses and an attractive and inviting public realm that emphasizes the district's unique identity.

Uses in districts, with the exception of industrial districts, should be organized to promote multimodal transportation access and viability and support future transit stops

Buildings in districts, with the exception of industrial districts, should contribute to a cohesive urban fabric that promotes walking and biking viability through the following practices:

- Orient buildings toward plazas, parks, and streets
- Minimize building setbacks from public streets
- Place parking in the rear of all commercial and residential buildings

The design of large retail buildings shall be consistent with Graham's historic architecture. Large retail buildings should incorporate low impact development design, provide pedestrian and bicycle access, and hide parking with street trees and other landscaping.

Downtown District

A vibrant downtown is critical for the success of any City. The urban fabric of downtown Graham exhibits many of the characteristics of successful places: Buildings located up to the front of the lot, wide sidewalks, on-street parking, awnings, transparent doors and windows, vertical mixed-use buildings,

terminated vistas, and small blocks all make downtown a vibrant and charming pedestrian-friendly environment. This design was no accident; it was and continues to be the most efficient way of building a City for people moving around on foot and using public transportation.

The downtown district should foster vibrant activity day and night by including diversity in land use, including offices, homes, restaurants, entertainment venues, high quality public gathering spaces, and cultural opportunities. In this way, downtown Graham will be the focal point of the community.

Desired Pattern

New buildings in downtown should be located no further than 10 feet from the front lot line and should include transparent windows on at least 50% of the first floor facade. Multiple stories and a mix of uses are desirable. The building design should also consider the existing historic architecture throughout downtown.

Transportation

Downtown streets should be built as places, not just transportation corridors, and should primarily accommodate pedestrians and bicyclists. Automobile parking should be located on the street, creating a barrier between moving traffic and the sidewalk, and behind or below buildings. Bicycle racks should be located throughout downtown. In all new street redevelopment projects, street trees should be placed at 20-30 foot intervals.

Mixed Use Commercial

Mixed use commercial areas include commercial and office developments primarily located at major intersections. These areas provide a mix of retail, commercial, office, multifamily residential and institutional uses. Buildings are multiple stories, with architectural

details, surface textures, and modulation of light and shade, and should be built at a human scale.

Currently, several large commercial buildings exist within the mixed use commercial future land use category. According to the National Trust for Historic Preservation, "Big-box stores impose hidden costs that don't appear on the price tags of the products they sell: traffic congestion; loss of trees, open space and farmland; displaced small businesses; substitution of jobs that support families with low-paying jobs that don't; air and water pollution; dying downtowns with vacant buildings; abandoned shopping centers; and a degraded sense of community." In some cases, the development of large retail buildings can cost communities in opportunity costs, and long-term costs associated with additional road maintenance and service provision. Graham will consider the full impacts from large retail development proposals and recommend sustainable alternatives.

Desired Pattern

Mixed use commercial land use areas currently include many strip and other low density commercial developments. These should be redeveloped over time into pedestrian-oriented nodal centers of activity. New buildings in mixed use commercial areas should be located no further than 15 feet from the front lot line and should include transparent windows on at least 50% of the first floor facade. Multiple stories and a mix of uses are desirable.

Appropriate Form	3-5 story building heights
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Transportation

Automobile parking should be located on the street, creating a barrier between moving traffic and the sidewalk, and behind buildings. Bicycle racks should be located in front of all

new buildings and all new street redevelopment should include 8-15 foot wide sidewalks with street trees placed at 30 foot intervals. Where possible, blocks should be broken up to create street lengths of less than 600 feet between intersections. Alleys are also highly encouraged in order to reduce curb cuts and remove utilities and trash from the front of buildings.

Appropriate Form 2-5 story buildings

Education District

The education district currently includes the campus of Alamance Community College. This area represents a significant opportunity to partner with private sector companies to train workers for local jobs located in Graham and the NCCP. Most students commute to ACC via automobile and therefore surface parking lots currently make up a large percentage of the campus's ground cover.

This district is located adjacent to the Haw River, providing the site with a major visual and environmental asset and necessitating implementation of low impact development. The City should work with Alamance Community College and other stakeholders to develop a small area plan consistent with the goals and policies of this plan.

Desired Pattern

Over time, the education district should be planned to include compact development patterns. Such development should consist of mixed use buildings that include housing for students, staff, and instructors, commercial uses for daily needs, flex space, and other space for light industry and employment. Parking structures should be placed on the periphery of the campus and behind buildings to allow for centralized green spaces. Buildings within this district should be threaded into a walkable urban fabric.

Transportation

Automobile parking should be located on the street, behind buildings, and in parking garages. Bicycle racks should be located in front of all new buildings. Off-street bicycle and pedestrian and facilities should connect the campus to surrounding neighborhoods, as well as connect to the Haw River Trail and other greenways throughout the City.

Appropriate Form 2-6 story buildings

Employment District

The employment district is a joint land use area between Mebane, Graham, and Alamance County. It currently contains several uses, including farms, single family homes, natural groundcover, and warehousing.

Desired Pattern

The employment district should be studied and planned in order to accommodate a range of employers and provide office space, industrial space, commercial space, institutional space, and residential housing. This should be planned to limit environmental impacts, preserve open space and open corridors, and develop high-quality and adaptable buildings for a variety of companies.

Transportation

The employment district should support the viability of safe walking and bicycling as a serious form of transportation, while also ensuring the most efficient transportation network possible for freight trucks and other heavy vehicles that require regional access.

Appropriate Density 6 dwelling units per acre;
0.5 Commercial/Industrial FAR

Industrial

Industrial districts contain large one and two story buildings with easy access to the major roads like state highways and Interstate 40/85 for heavy freight vehicles. Some of these uses may be considered noxious and therefore adequate buffers must exist between industrial uses and other land uses, as well as natural areas. Graham's wastewater treatment plant is also located in an industrial area.

Desired Pattern

Industrial districts should have limited setbacks between the front of the property line and between adjacent industrial uses in order to use land and infrastructure efficiently. These uses should be heavily buffered from residential neighborhoods, parks and open space, and streams. Such areas should follow orderly development patterns and seek to maintain minimal adverse environmental impacts.

Transportation

Transportation infrastructure in this district should primarily accommodate heavy freight vehicles by providing wide lanes with shoulders. Freight routes should avoid pedestrian-oriented neighborhoods. Intersections along freight routes should maintain appropriate curb radii to accommodate large vehicles.

Appropriate
Density

0.3-0.5 Commercial/Industrial
FAR

Corridors

Corridors serve as connections between important places and along highly trafficked roads. But in this plan corridors do not simply plan for street maintenance. Instead corridors represent a network of travel routes, increase choices for people to move throughout the City, reducing automobile dependency, providing a link to parks and open space, and overall enhancing travel within Graham.

In this plan, corridors include designated commercial corridors as a future land use category, as well as the southern loop road proposed by NCDOT, and paths designating enhanced bicycle and pedestrian routes.

Commercial Corridor

Two commercial corridors within Graham include spans along NC-54 and NC-87 where single family residential uses are being replaced with automobile-oriented commercial uses. The commercial corridor land use exists in order to acknowledge this slow and incremental yet persistent land use transition, and address the challenges posed by this growth pattern.

Desired Pattern

Ideally, most future development will be focused in strategically located clusters identified within this plan. Where commercial growth occurs along the identified NC 54 and NC 87 corridors, pedestrian, bicycle, and vehicular safety should be promoted through high quality planned development.

Transportation

These corridors currently comprise extremely long blocks and very few intersections, which result in low connectivity and can be detrimental to adjacent neighborhoods. While limited access roads may be beneficial for high-speed mobility in rural areas, this plan acknowledges that as Graham continues to grow and expand along these corridors, new intersections should be developed. Intersections should be spaced at no more than 1000 feet and preferably less than 800 feet in order to improve access to future development and increase connectivity along these corridors. Additional rights-of-way and pedestrian easements should be obtained through property acquisition and landowner dedication at the development and redevelopment stage.

Driveway curb cuts at each commercial business and residential home increase the likelihood of collisions. To reduce this risk, and improve the aesthetic quality and accessibility of commercial businesses, rear alley access, divided slip lanes, and mid-block shared parking should be provided along the commercial corridor.

Appropriate Density	6 dwelling units per acre; 0.5 Commercial/Industrial FAR
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Edges

Edges serve a critical function as boundaries of the built environment. Edges protect the bucolic nature of rural areas and forests as well as provide buffers between the built environment and waterways. In this plan, edges include the rural residential future land use category and stream floodway.

Rural Residential

The rural residential area includes low density housing, farms, and undeveloped natural areas including streams and mixed oak-pine forests, in areas not served by City water and sewer services

Desired Pattern

For the planning horizon of this plan, rural residential areas should maintain their existing rural and low-density residential character. In order to do this the City will avoid extending water and wastewater lines to properties located within this future land use area for the near and medium-term future.

Transportation

Roads in rural residential areas should limit their impact on the environment by limiting encroachment into sensitive environmental areas and reducing impermeable surface

area. Acquisition of land and easements should be considered for trails, especially along streams, and for protection of riparian buffers.

Encouraged Zoning Districts	Adopt a new rural zoning district
Appropriate Density	2 Acres per dwelling unit

Floodways

The designated floodway areas on the Future Land Use Map include trees and natural cover that buffer streams from the built environment, provide space for trails and recreation, support habitats, and reduce flood hazards. This area should contain no development.

Boundaries

Boundaries on the Future Land Use Map show the existing border of the City of Graham, the City's extra-territorial jurisdiction boundary, and the planning area.

Orderly Growth

Graham will use its influence to maintain the existing character of rural areas on the City's southern periphery, as well as to slow outward growth and direct inward growth.

The City's influence should be extended to the future planning area boundary identified by the Future Land Use Map. Land that falls within Graham's expanded Extraterritorial Jurisdiction to the City's south should be within a rural zoning category.

Centers

Regional nodes and activity centers are mixed use districts of commercial, entertainment, civic, and residential concentrations that center on a focal point, typically at a crossroads of major corridors. These regional nodes vary in geographic area, building sizes and scales, and service area, but all maintain walkable and multimodal characteristics with activity on the street and sidewalk and in public spaces like parks, squares, and plazas.

Because they are such important places within the City, centers should also be aesthetically pleasing and care should be taken to provide attractive signage, plant trees along the edge of streets, use high quality building materials, and hide utilities and electrical wires in rear alleys or underground.

Downtown Regional Node

The downtown regional node serves as Graham's primary center of commercial and civic activity and serves populations beyond the extent of the planning area.

Interchange Regional Node

Interchange regional nodes, like the downtown regional node, serves a market within and beyond the extent of Graham's planning area.

Community Activity Center

Community activity centers generally serve, not just the surrounding residential areas, but also populations living within the Graham and neighborhoods within a three to five mile radius. These centers should be pedestrian-oriented in character and may include a vertical mix of uses including neighborhood-oriented commercial such as small grocery stores, dry cleaners, coffee shops, small restaurants, small professional offices and live-work units.

Buildings should be located along the sidewalk, face the street, reflect the architecture of the surrounding neighborhood, and range in height from one to three stories. Off-street parking should be shared and located behind buildings or beside buildings with planting buffers.

Neighborhood Activity Center

Neighborhood activity centers are located within residential areas and serve the neighborhood, especially homes within a ¼ mile to 1 mile radius. These centers should be pedestrian-oriented in character and may include a vertical mix of uses including neighborhood-oriented commercial such as small grocery stores, dry cleaners, coffee shops, small restaurants, small professional offices and live-work units.

Buildings should be located along the sidewalk, face the street, reflect the architecture of the surrounding neighborhood, and range in height from one to three stories. Off-street parking should be shared and located behind buildings.

Potential Activity Center

The plan designates potential activity centers, which are major intersections that do not currently contain significant commercial activity but that may change in character over the coming years.

PART IV: IMPLEMENTATION



Action Plan

Introduction

The policies and initiatives identified in the plan will be made real only through concerted, consistent, and highly focused attention to implementation. City administration, present and future City Councils, and other governmental entities will actively and continuously use the Comprehensive Plan as a key reference for all decisions and actions.

A strategic plan of action is needed to achieve the goals discussed in this plan. The Action Plan provided here summarizes the strategies discussed in previous sections, and designates priorities for implementation.

Priorities outlined in the following Action Plan include the following:

- **Near-Term Priority** initiatives should be initiated upon adoption of the Plan and should be well underway within two years of Plan adoption.
- **Mid-Term Priority** initiatives should be considered for implementation as soon as resources and opportunities become available.
- **Long-Term Priority** initiatives should be kept on the list of desirable outcomes, and considered as opportunities emerge and/or following success in implementing near and mid-term priority items.

The full listing of strategies included in this Plan follows, along with priority designations.

Following is a summary of the actions recommended in this Graham 2035 Comprehensive Plan, with designations of priorities for implementation.

Strategy	Priority
<p>Strategy 1.1.5: Discourage Strip Development Discourage highway strip development along transportation arteries and proposed interstate interchanges by directing these commercial activities to proposed activity centers.</p>	Near-Term
<p>Strategy 1.2.1: Historic District Designate the North Main Street National Historic District as a local historic district.</p>	Near-Term
<p>Strategy 1.3.1: Small Area Plans Prepare Small Area Plans for Downtown and for development/redevelopment of the North Main Street historic area.</p>	Near-Term
<p>Strategy 2.1.5: Reduce barriers Work with local businesses and economic development partners to identify and address unnecessary barriers to local business development.</p>	Near-Term
<p>Strategy 2.2.1: Job Development Provide support and assistance to the business recruitment efforts of the Alamance County Chamber of Commerce, seeking to attract a range of employment opportunities.</p>	Near-Term
<p>Strategy 2.3.2: Prepare Development Strategies for Interchange Areas Prepare and implement strategies to promote business development around the City's three interstate interchanges.</p>	Near-Term
<p>Strategy 2.4.1: NC Commerce Park Develop a plan for the employment district in order to maximize economic growth within this area. Align plans and investments with efforts to recruit and grow strategic business opportunities in the NCCP.</p>	Near-Term

Strategy	Priority
<p>Strategy 2.4.2: Promote Industrial Redevelopment Encourage reinvestment and intensification at existing industrial sites. Encourage redevelopment of existing buildings and infrastructure for industrial growth.</p>	Near-Term
<p>Strategy 3.1.1: Parking Space Standards Adjust parking space regulations to encourage parking strategies that avoid the overdevelopment of parking.</p>	Near-Term
<p>Strategy 3.3.1: Sidewalks and Street Trees Amend subdivision and zoning regulations to encourage all new development to include street trees, especially where part of the adopted Pedestrian Plan.</p>	Near-Term
<p>Strategy 4.1.1: Increase Community Involvement in Schools Initiate a local effort to increase community involvement in Graham’s public schools, through parent outreach, increased resources for after-school programs, mentoring, and support for teachers and facilities.</p>	Near-Term
<p>Strategy 4.3.5: Adjust Land Use Regulations Amend zoning regulations to create a new Rural zone, and work with Alamance County to expand Graham’s Extraterritorial Jurisdiction to align with expected development patterns.</p>	Near-Term
<p>Strategy 1.1.2: Design Guidelines Develop commercial and residential site design guidelines that enhance community character and appearance, to be used with special use permit and conditional rezoning applications.</p>	Mid-Term
<p>Strategy 1.3.3: East Harden Prepare a corridor plan to guide development and public investment in the East Harden/NC54 corridor.</p>	Mid-Term
<p>Strategy 2.1.1: Business Incubation Develop a business incubation program to encourage development of new business ventures.</p>	Mid-Term

Strategy	Priority
<p>Strategy 2.3.1: Facilitate focused development Incentivize pedestrian-oriented nodal development consistent with this plan by incentivizing smart growth development. The City could choose to utilize some of the following methods:</p> <ul style="list-style-type: none"> • Expedited permit review • Deferred tax payments • Covering some building expenses • Low-interest loans • Providing infrastructure • Flexible and innovative regulations • Small area plans 	Mid-Term
<p>Strategy 2.4.3: 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.</p>	Mid-Term
<p>Strategy 4.1.2: Establish Communications and Coordination Mechanisms with the Alamance-Burlington School System. Work with the elected and administrative leadership of the County School System to identify additional opportunities for information-sharing and collaboration in support of facilities and student/family needs.</p>	Mid-Term
<p>Strategy 4.2.1: Greenways Continue to develop a greenway system that links together the City's recreational resources.</p>	Mid-Term
<p>Strategy 4.2.3: Continue to develop Graham's new City Park. Continue efforts to develop the future City of Graham Recreation Complex.</p>	Mid-Term
<p>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.</p>	Mid-Term

Strategy	Priority
<p>Strategy 4.3.2: Conserve Water Resources Through education, outreach, infrastructure, and service pricing, promote the conservation of water resources for long term security.</p>	Mid-Term
<p>Strategy 4.3.3: Increase Use of Reclaimed Water Promote the use of reclaimed water by incentivizing rainwater collection and other forms of reclaiming water.</p>	Mid-Term
<p>Strategy 4.3.4: Water Efficient Construction Incorporate water saving and water efficient construction incentives into appropriate development regulations.</p>	Mid-Term
<p>Strategy 5.2.2: Stock of affordable housing Preserve and increase the stock of long term and permanent affordable housing to meet the needs of the community that are not met by private market conditions. Coordinate planning efforts with housing developers and non-profits organizations.</p>	Mid-Term
<p>Strategy 6.1.1: Water Quality BMPs Use non-structural best management practices (BMPs) to improve water quality, such as public education program and monitoring and control of illicit discharges.</p>	Mid-Term
<p>Strategy 1.1.1: Wayfinding and Gateways Develop an upgraded “wayfinding” and signage system for installation along gateways and corridors. Designate gateways for entrances to the historic downtown area, and further develop plans for public improvements and landscaping in the gateway areas.</p>	Long-Term
<p>Strategy 1.1.3: Tree Planting Develop Expand public and private tree planting initiatives in appropriate locations.</p>	Long-Term
<p>Strategy 1.1.4: Underground Utilities Encourage the Placement of utility wires underground, especially in the downtown area.</p>	Long-Term

Strategy	Priority
<p>Strategy 2.1.2: Collaborate with regional networks Utilize resources available through UNC Chapel Hill and other state government authorities and non-profits to develop and evaluate economic development programs.</p>	Long-Term
<p>Strategy 2.1.6: Business opportunity information Provide a clearinghouse for information on locating a business in Graham and the available State and local resources available to small business, including funding, training, grants, and location assistance.</p>	Long-Term
<p>Strategy 2.4.4: Green Industry Growth Encourage improvements to the cleanliness, safety, and ecological performance of industrial development and freight corridors by facilitating adoption of new technology and design, conserving trees on industrial properties, and use of renewable energy sources.</p>	Long-Term
<p>Strategy 2.4.5: Attract Green Industry Work to attract environmentally responsible companies and foster growth in green industries in Graham.</p>	Long-Term
<p>Strategy 3.2.3: InterCity Bikeway System Partner with Burlington, Mebane, and the MPO to develop an intercity bikeway system, preferably including off-street bike paths and greenways.</p>	Long-Term
<p>Strategy 3.3.2: Increase Bicycle Parking Amend zoning regulations to encourage and provide incentives for installation of bicycle parking for new development.</p>	Long-Term
<p>Strategy 3.4.1: Accommodating Street Design Design to accommodate pedestrians by providing wide sidewalks, shade, bicycle parking, and safe access to and from the stop.</p>	Long-Term
<p>Strategy 4.4.1: Study Need for New Facility Initiate a study of the need and potential location for a new fire station in Graham, based on the City's Future Land Use Plan.</p>	Long-Term

Strategy	Priority
<p>Strategy 5.2.1: Physically-accessible housing Ensure pedestrian-oriented housing designs with access to nearby services.</p>	Long-Term
<p>Strategy 6.1.2: Low Impact Development Promote the use of Low Impact Development (LID) techniques to mitigate the impacts of stormwater runoff. Such techniques should include the use of green roofs, rain gardens, cisterns, and rain barrels, as well as reducing impermeable surfaces and restricting unnecessary grading and clearing of natural vegetation.</p>	Long-Term
<p>Strategy 6.1.3: Wastewater Reuse Encourage reuse of treated wastewater at Graham's wastewater treatment plant to further reduce the nitrogen and phosphorous load to the Haw River and reduce non-potable water consumption where feasible.</p>	Long-Term

GLOSSARY OF PLAN TERMS

Below is a list of urban planning terms that are used within the Plan, their respective definitions, and relevant links to websites.

LEED (Leadership in Energy and Environmental Excellence)

Developed by the U.S. Green Building Council (USGBC) in 1998, LEED provides a suite of development standards for environmentally sustainable construction. LEED is also a certification that development professionals can acquire that identifies their environmentally sustainable construction expertise.

<http://www.usgbc.org>

Low Impact Development (LID)

Low impact development is a term that has come to describe best management practices for stormwater runoff management through on-site design, such as a rain garden. This contrasts with traditional stormwater techniques that divert water off a development site and into a traditional stormwater system.

Mixed-Use Development

A building or development that incorporates two or more different uses such as, but not limited to, residential, office, retail, public, or entertainment. Vertical mixed-use developments incorporate a mix of uses within the same building, typically with different uses on different floors. Horizontal mixed-use developments incorporate a mix of different uses within different buildings in a common development.

Pedestrian-Friendly / Pedestrian-Oriented Development / Walkable Development

Pedestrian-friendly developments are designed with an emphasis primarily on the sidewalk and on pedestrian access to the site and building, rather than auto access and parking areas.

Sustainability / Sustainable Development

Sustainability describes the concept of a community meeting the needs of the present population while ensuring that future generations have the same or better opportunities. The sustainability concept traditionally incorporates economic, social, and environmental themes and can be used as a way of guiding development policy within a community.



RESOLUTION ADOPTING THE GRAHAM 2035 COMPREHENSIVE PLAN

WHEREAS, The *City of Graham Growth Management Plan 2000-2020* has served as the City of Graham's comprehensive plan since it was adopted on May 2, 2000; and

WHEREAS, *The Graham 2035 Comprehensive Plan* is the guiding policy document for Graham and provides the community an opportunity to outline how it will grow through visions, goals, and policies. The Plan is implemented through action-oriented strategies that address issues including opportunities downtown and in key potential growth areas, local and regional transportation, public facilities and services, the natural environment, Graham's historic character, housing and neighborhoods, and economic growth and development; and

WHEREAS, over the past year and a half, the City of Graham has worked with Clarion Associates, local steering committee members, business owners, community leaders, and several citizens to develop a new comprehensive plan to guide the City of Graham's decisions over the next 20 years; and

WHEREAS, three public workshops were held on April 8, 2014, November 17, 2014, and September 1, 2015, three notices in the City GRAM newsletter were distributed to all City of Graham Water Customers, 50 signs were placed at intersections throughout the City and our current and proposed extraterritorial jurisdiction, and various social media outlets promoted the development process of *The Graham 2035 Comprehensive Plan*; and

WHEREAS, the City of Graham Planning Board recommended approving *The Graham 2035 Comprehensive Plan* on March 17, 2015; and

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Graham, North Carolina hereby adopts *The Graham 2035 Comprehensive Plan* for the City of Graham and its jurisdiction, replacing the *City of Graham Growth Management Plan 2000-2020*. *The Graham 2035 Comprehensive Plan* as herein adopted shall be City of Graham's comprehensive plan in accordance with North Carolina General Statutes Section 160A-383.

BE IT FURTHER RESOLVED, *The Graham 2035 Comprehensive Plan* shall provide guidance to City Council of the City of Graham, North Carolina, advisory members, staff, citizens, and potential applicants in understanding the City of Graham's stated policies and preferences. The City Council of the City of Graham, North Carolina and staff may also use *The Graham 2035 Comprehensive Plan* to provide guidance on developing future work plans, strategies, and budgeting decisions.

Adopted this 1st day of September, 2015 by the City Council of the City of Graham, North Carolina.

Gerald R. Peterman, Mayor

ATTEST:

Darcy Sperry, City Clerk



STAFF REPORT

Prepared by Nathan Page, City Planner

Roger Springs (S1501)

Type of Request: Major Subdivision

Meeting Dates

Planning Board on August 18, 2015

City Council on September 1, 2015

Contact Information

Darrell Fitzgerald

7A Wendy Ct, Greensboro, NC 27409

336-294-9394;

dfitz@greenmountainengineers.com

Summary

This is a request to create a new major subdivision on the subject property for 41 lots. The property is currently vacant. The proposal includes connecting existing road stubs and omits the previous path to the South Graham Municipal Park.



Location

Rogers Road

GPIN: 8883022350

Current Zoning

Medium Density Residential (R-12)

Overlay District

none

Surrounding Zoning

R-12

Surrounding Land Uses

Single family

Size

23.9 acres

Public Water & Sewer

New Infrastructure Proposed

Floodplain

No

Staff Recommendation

Approval

Technical Review Committee

The Technical Review Committee reviewed the application and provided comments to the applicant via the City Planner. As of the publishing of this agenda packet, the applicant had not responded to the comments. There are substantial required revisions to the plans, but they do not affect the number of proposed lots, nor the access points from Palmer Drive and Thompson Road.



Conformity to the *Growth Management Plan (GMP)* and Other Adopted Plans

Applicable Goals to Guide Us into the Future

- 6.2.1. Encourage the creation and use of alternative forms of transportation regionally and within the planning area. *An access pathway is planned with the developed that will connect the cul-de-sac of Palmer Court to Rogers Road. This pathway can be used as a bicycle and walking path that connects Roger Springs to South Graham Park.*
- 6.2.1 Require interconnectivity between subdivisions. *This development proposes to reduce the number of dead-end streets, and will connect portions of Palmer Street, as well as continue to build out and protect space for the fragmented Thompson Road.*

Planning District

South

Development Type

Suburban Residential

Located near a major thoroughfare

For single family residential

Characteristics include open space; parks within developments, pedestrian orientation, automobile orientation, sidewalks, street trees, and landscaping

Density of 1 to 5 DU/acre

Infrastructure includes water, sewer, street connectivity and underground utilities

- 6.2.2. Water and sewer service shall be encouraged in areas where it is economically feasible and beneficial to the city and residents. *Roger Springs subdivision will tap into existing water and sewer lines in the vicinity. The developer will put in the infrastructure for water and sewer and at the developer's expense connect to the existing lines.*
- 6.3.1. Continue to promote single family homes. *Roger Springs will place 42 residential housing units within the area. Due to their fulfillment of the open space requirements, the houses are allowed to be on lots less than 80' in width, which makes the use of the land more efficient.*
- 6.3.7 Promote a greenway system that links together the City's recreational resources. *The provision of sidewalks and a path to the South Graham Municipal Park will assist residents to the north, within the development, and to the south of the development in accessing the nearby park.*

Applicable Planning District Policies and Recommendations

- 7.5.4.1.7. Include neighborhood residential development in the district to complement existing residential areas and encourage interconnectivity between neighborhoods. *The subdivision will connect the two dead end streets of Palmer Drive into one road, as well as provide a connection to Thompson Rd. The developer will also provide sidewalks on one side of the street, which will promote pedestrian access to Rogers Road and the residents located on the existing Palmer Drive.*

Staff Recommendation

Based on the *Growth Management Plan 2000-2020* and the *City of Graham Development Ordinance*, staff **recommends approval of the subdivision, with the following conditions;**

- A final site plan must be submitted to and approved by the TRC before a building permit and/or certificate of occupancy will be issued.
- The applicant will construct a sidewalk along the road connection to Rogers Road, as well as provide at minimum a 5' paved path connecting the southernmost cul-da-sac to Rogers Road across from the South Graham Municipal Park.

The following supports this recommendation:

- Allowing a medium density subdivision in this location would permit current street stubs to be connected, potentially reducing EMS response times, waste collection times, and would permit higher utilization of the South Graham Municipal Park.

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



Application for SUBDIVISION

This application is for both major and minor subdivisions, as defined in Article VIII of the *City of Graham Development Ordinances*.

Site

General description of subdivision location, using nearest streets, streams or other identifiable features:

NEAR ROGERS ROAD BETWEEN
PAUMEN ROAD AND WILDWOOD
LANE. APPROX 23.9 AC.

Tax Map#: 143563 GPIN: 8883022350

Current Zoning District(s): R-12

Overlay District, if applicable:

Historic S Main St/Hwy 87 E Harden St/Hwy 54

Property Owner: HEIRS OF GEORGE O. ROGERS JR.

Mailing Address: 1526 ROGERS RD.

City, State, Zip: GRAHAM, NC 27253

Phone # 336.

Applicant and Project Contact

Name: GREEN Mtn. Eng., PLLC

Property Owner Engineer/Surveyor

Other _____

Mailing Address: 7A WENDY CT

City, State, Zip: GREENSBORO, NC 27409

Phone # 336.294.9394

Email: dfitz@greenmountain
engineers.com

I certify that all information furnished is true to the best of my knowledge.

[Signature] 6/25/15
Signature of Applicant Date

Submit SUBDIVISION MAPS with this application

Proposed Subdivision

Subdivision Name: ROGER SPRING

Type of Application:

- Preliminary Plat, Major Subdivision *By signing this application, I authorize the City of Graham to record the Final Plat.
 Final Plat*, Major Subdivision
 Final Plat*, Minor Subdivision

Number of Lots: 42 Total Acreage: 23.9

Related Development (if any): _____

Subdivision Maps

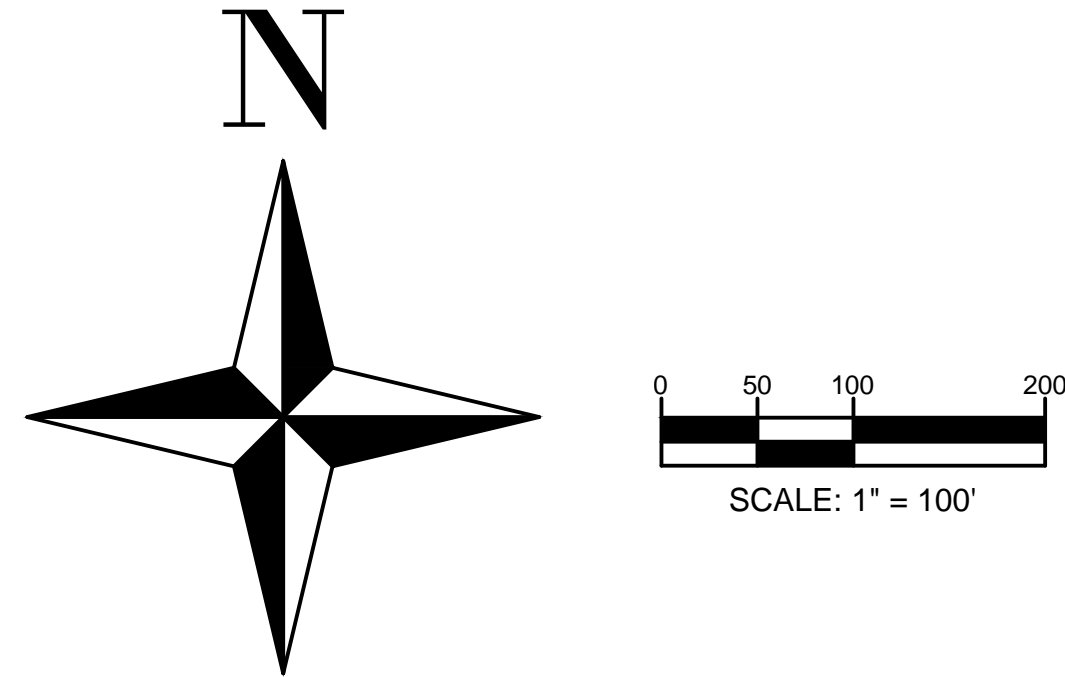
This application **must be accompanied** by a subdivision map, which may include one or more sheets to provide sufficient detail for review. **See the back of this application for a checklist of items that should be shown on the subdivision map, as applicable.** The following copies of the subdivision map are required to be submitted with this application:

- For Major Subdivision Preliminary Plan, 4 paper copies and an electronic pdf
 For Major Subdivision Final Plats, an electronic pdf for preliminary review, then 2 Mylar and 2 paper copies
 For Minor Subdivision Final Plats, an electronic pdf for preliminary review, then 2 Mylar and 1 paper copy

Other Requirements

- NCDOT Driveway Permit, if a new or relocated driveway is proposed on a NCDOT road, or for existing driveways if the use of the property is changing
 NCDOT 3-Party Encroachment Agreement, if things such as a sidewalk or utility connection are proposed in the right-of-way
 Flood Elevation Certificate, if there is Special Flood Hazard Area near the development
 Floodplain Development Permit, if development is proposed in a Special Flood Hazard Area
 Stormwater Permit, if one or more acres is disturbed
 Erosion Control Permit from the NC Dept. of Environment and Natural Resources if the land disturbing activity exceeds one acre

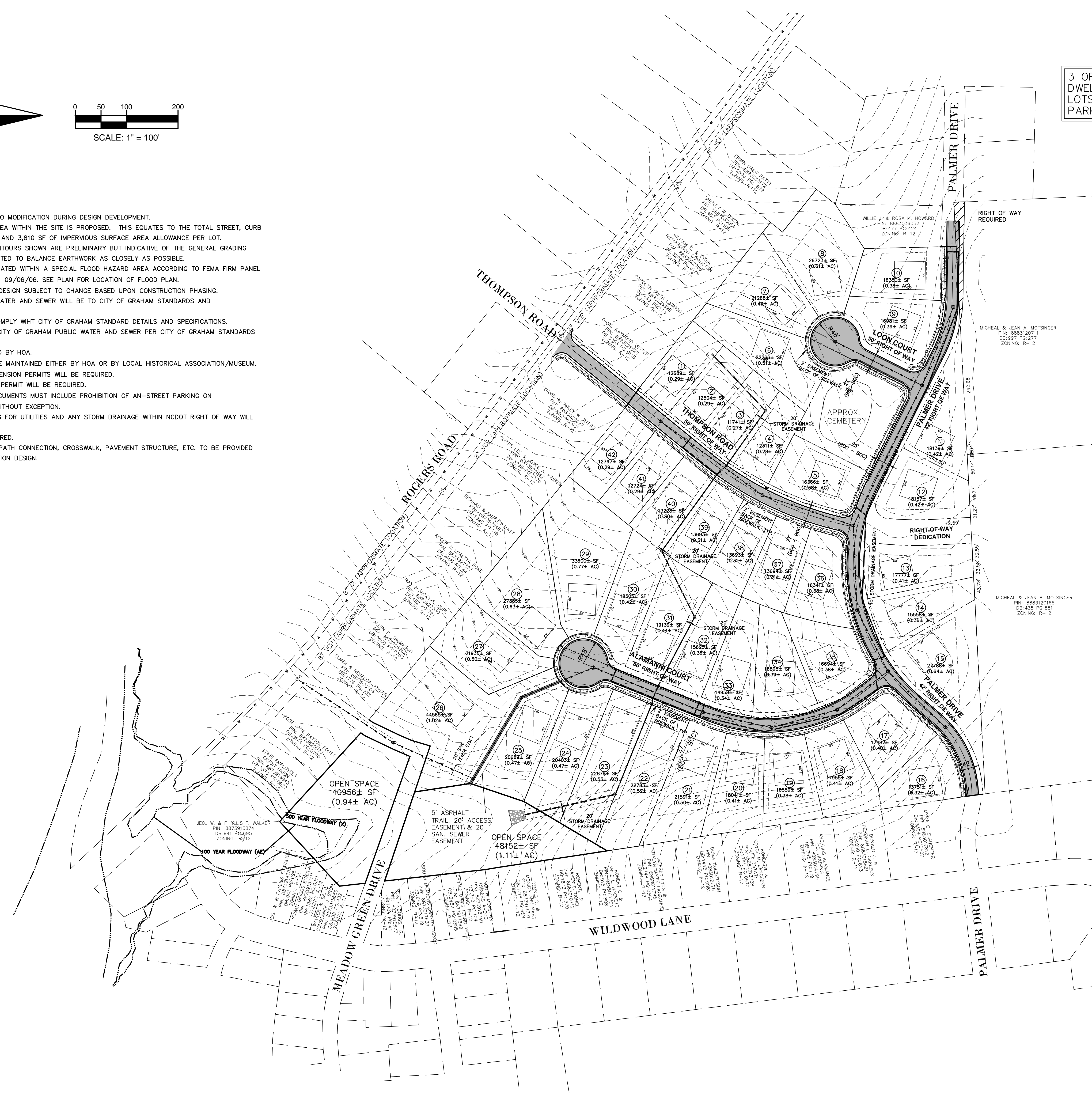
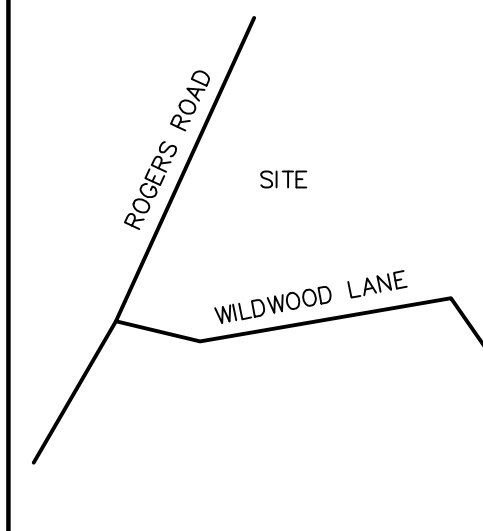
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GENERAL NOTES:

1. PLANS GRADES ARE SUBJECT TO MODIFICATION DURING DESIGN DEVELOPMENT.
2. 23.9% IMPERVIOUS SURFACE AREA WITHIN THE SITE IS PROPOSED. THIS EQUATES TO THE TOTAL STREET, CURB AND GUTTER, SIDEWALK AREAS AND 3,810 SF OF IMPERVIOUS SURFACE AREA ALLOWANCE PER LOT.
3. SITE TO BE MASS GRADED, CONTOURS SHOWN ARE PRELIMINARY BUT INDICATIVE OF THE GENERAL GRADING CONCEPT. SITE WILL BE ADJUSTED TO BALANCE EARTHWORK AS CLOSELY AS POSSIBLE.
4. A PORTION OF THE SITE IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA FIRM PLAN #371088300J EFFECTIVE DATE: 09/06/06. SEE PLAN FOR LOCATION OF FLOOD PLAN.
5. UTILITY AND STORM DRAINAGE DESIGN SUBJECT TO CHANGE BASED UPON CONSTRUCTION PHASING.
6. CONSTRUCTION OF ROADWAY, WATER AND SEWER WILL BE TO CITY OF GRAHAM STANDARDS AND SPECIFICATIONS.
7. CONSTRUCTION PLANS MUST COMPLY WITH CITY OF GRAHAM STANDARD DETAILS AND SPECIFICATIONS.
8. WATER AND SEWER SHALL BE CITY OF GRAHAM PUBLIC WATER AND SEWER PER CITY OF GRAHAM STANDARDS AND SPECIFICATIONS.
9. OPEN SPACE TO BE MAINTAINED BY HOA.
10. POSSIBLE CEMETERY SITE TO BE MAINTAINED EITHER BY HOA OR BY LOCAL HISTORICAL ASSOCIATION/MUSEUM.
11. PUBLIC WATER AND SEWER EXTENSION PERMITS WILL BE REQUIRED.
12. CITY OF GRAHAM STORMWATER PERMIT WILL BE REQUIRED.
13. HOMEOWNER'S ASSOCIATION DOCUMENTS MUST INCLUDE PROHIBITION OF AN-STREET PARKING ON RESIDENTIAL-NARROW ROADS WITHOUT EXCEPTION.
14. NCDOT ENCROACHMENT PERMITS FOR UTILITIES AND ANY STORM DRAINAGE WITHIN NCDOT RIGHT OF WAY WILL BE REQUIRED.
15. NCDOT DRIVEWAY PERMIT REQUIRED.
16. ADDITIONAL DESIGN DETAIL OF PATH CONNECTION, CROSSWALK, PAVEMENT STRUCTURE, ETC. TO BE PROVIDED FOR NCDOT DURING CONSTRUCTION DESIGN.

3 OFF STREET PARKING SPACES PER DWELLING UNIT TO BE PROVIDED FOR LOTS ALONG PALMER DRIVE, STREET PARKING NON-PERMISSIBLE.

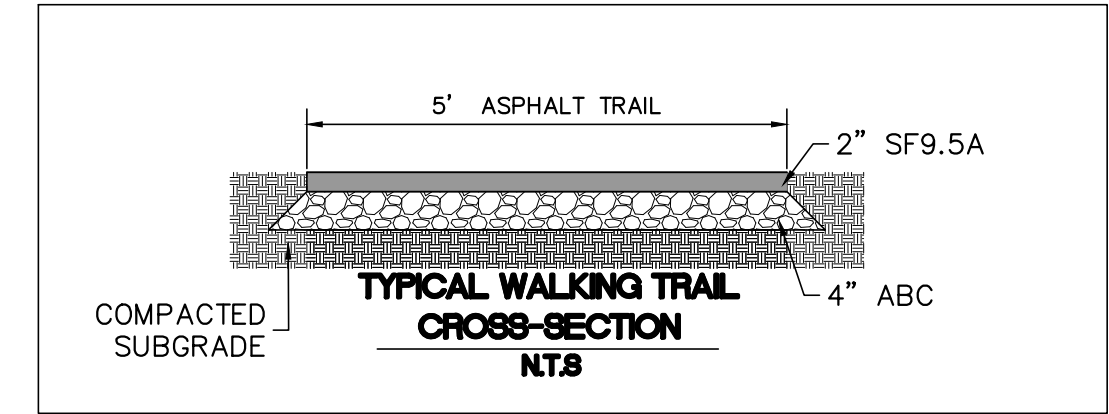


OVERALL SITE DATA:

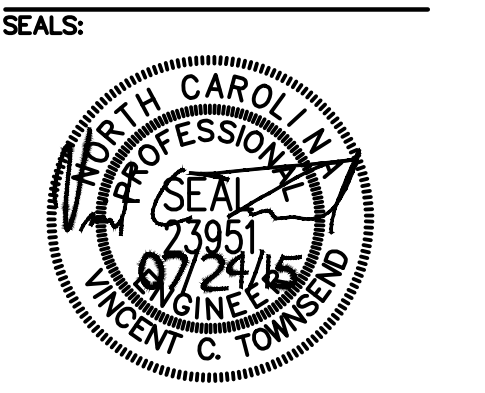
- 1) DEED REFERENCE: DB WB20, PG 0017
- 2) PLAT REFERENCE:
- 3) PARCEL ID: 8883022350
- 4) TOTAL AREA: 23.91± ACRES
- 5) EXIST. NO. OF LOTS: 1 LOT
- 6) ZONING: R-12
- 7) CURRENT LAND USE: UNDEVELOPED
- 8) PROPOSED LAND USE: SINGLE FAMILY
- 9) OPEN SPACE REQUIRED: 20,000± ACRES
OPEN SPACE PROVIDED: 2.0± ACRES
- 10) MINIMUM LOT AREA: 12,000 SF
MINIMUM LOT WIDTH: 60'
- 11) MINIMUM SETBACKS:
FRONT: 30'
SIDE: 10' COMBINED: 20'
SIDE STREET: 20'
REAR: 20% OF LOT DEPTH
- 12) BUILDING HEIGHT = 35'
- 13) UNITS PROPOSED: 41
- 14) DENSITY: 41 UNITS/ 23.91± AC = 1.72 UNITS/AC
- 15) A PORTION OF THE SITE IS LOCATED WITHIN A DESIGNATED SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA.
- 16) BOUNDARY SURVEY PROVIDED BY N/A.
- 17) OWNER: GEORGE O. ROGERS, JR. (HEIRS)
1526 ROGERS ROAD
GRAHAM, NC 27253
- 18) DEVELOPMENT SHALL HAVE A MAXIMUM IMPERVIOUS SURFACE OF 23.9%

CONSTRUCTION NOTES:

1. IDENTIFICATION AND LOCATION OF ALL EXISTING UTILITIES IN AND NEAR THE AREAS OF PROPOSED WORK IS THE RESPONSIBILITY OF THE CONTRACTOR. DAMAGE TO UTILITIES EITHER SHOWN OR NOT SHOWN ON THIS PLAN IS THE CONTRACTOR'S RESPONSIBILITY.
2. CONTRACTOR MUST CONTACT NC ONE-CALL, CITY OF GRAHAM, PUBLIC WORKS DEPARTMENT, AND OTHER SERVICE PROVIDERS TO LOCATE ALL UTILITIES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.
3. LOCATION SURVEY INFORMATION REGARDING EXISTING FEATURES WITHIN THE SITE HAS NOT BEEN PERFORMED.
4. CONTRACTOR TO SEED AND STABILIZE DISTURBED AREAS IN ACCORDANCE WITH SEEDING SPECIFICATIONS OF THE CITY OF GRAHAM/ NODENR.
5. ALL UTILITY CONSTRUCTION SHALL COMPLY WITH STANDARDS AND SPECIFICATIONS OF THE CITY OF GRAHAM.
6. WORK WITHIN PUBLIC RIGHT OF WAY SHALL COMPLY WITH NCDOT AND CITY OF GRAHAM TRAFFIC CONTROL REQUIREMENTS. A SAFE CONDITION MUST BE PROVIDED AT ALL TIMES.
7. CONTRACTOR IS RESPONSIBLE FOR ANY REQUIRED UTILITY RELOCATION. CONTRACTOR SHALL COORDINATE RELOCATION AND INSTALLATION OF ALL UTILITY SERVICES WITH THE APPROPRIATE UTILITY SERVICE PROVIDERS.
8. EXISTING BOUNDARY INFORMATION SHOWN TAKEN FROM AVAILABLE GIS DATA AND RECORD DEEDS. DETAILED BOUNDARY SURVEY TO BE CONDUCTED AFTER SITE PLAN APPROVAL.
9. EXISTING TOPOGRAPHIC AND PLANIMETRIC INFORMATION TAKEN FROM COUNTY GIS DATA.



GREEN MOUNTAIN ENGINEERING, PLLC
 7A WENDY CT
 GREENSBORO, NC 27409
 Tel: 336.294.9394
 CERTIFICATE #P-0826
 www.greenmountainengineers.com



PRELIMINARY PLAN NOT FOR CONSTRUCTION

DEVELOPER:

Shugart Management, Inc.
 Greg Garrett
 983 Mar-Don Drive
 Winston-Salem, NC 27107
 Phone: (336) 765-9661
 Cell: (336) 399-7197
 greg@shugartmanagement.com

ROGER SPRINGS SUBDIVISION

STATE: NORTH CAROLINA
 COUNTY: ALAMANCE

MUNICIPALITY: CITY OF GRAHAM
 TOWNSHIP: GRAHAM

DESIGNED BY: DF/VCT
 CHECKED BY: VCT
 DATE: 2017-07-22
 PROJECT: 7A15-027

JOB. NO.:
 SHEET TITLE:
PRELIMINARY SITE AND UTILITY PLAN

SCALE: 1" = 100'
 SHEET NO.:
C-1.0





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 "City of Graham Growth Management Plan 2000-2020" 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 "City of Graham Growth Management Plan 2000-2020" shall not preclude consideration or approval of the proposed amendment by the City Council.

**Roger Springs
(S1501)**

Type of Request
Major Subdivision


Meeting Dates
Planning Board on August 18, 2015
City Council on September 1, 2015


- I move to recommend **APPROVAL** of the application as presented.
- I move to recommend **APPROVAL** with the following conditions:
- The final site plan must be submitted to and approved by the TRC before a building permit and/or certificate of occupancy will be issued.
- I move to recommend **DENIAL**.

- The application is consistent with the *City of Graham Growth Management Plan 2000-2020*.
- The application is **not fully consistent** with the *City of Graham Growth Management Plan 2000-2020*.

This report reflects the recommendation of the Planning Board, this the 17th day of March, 2015.

Attest:


Andy Rumley, Planning Board Chairman


Martha Johnson, Secretary

PLANNING ZONING BOARD
Tuesday, August 18, 2015

The Planning & Zoning Board held their regular meeting on Tuesday, August 18, 2015 in the Council Chambers of the Graham Municipal Building at 7:00 p.m. Board members present were Dean Ward, Andy Rumley, Bonnie Blalock, Michael Benesch, Bill Teer, Kenneth Dixon and Ricky Hall. Staff members present were Nathan Page, City Planner, and Martha Johnson, Zoning/Inspections Technician.

Chair Andy Rumley called the meeting to order and gave the Overview of the Board and general meeting rules. Ricky Hall gave the invocation.

1. Public comment on non-agenda items. There were none.
 2. Approval of the July 21, 2015 meeting minutes. Ricky Hall made a motion for approval, second by Bonnie Blalock. All voted in favor.
 3. Committee Reports. There were none.
 4. Old Business. Nathan Page stated there had been some discussion about the sidewalk ordinance. Mr. Page said that the City Council is set to adopt the GMP on September 1st and after that time they would have a joint meeting to discuss this issue.
 5. New Business.
 - a. Roger Springs (S1501). An application by Green Mountain Engineering for a new Major Subdivision off of Rogers Road, east of the South Graham Municipal Park. Greg Garrett from Shugart Management 221 Jonestown Rd Winston Salem, NC 27104 spoke representing the requestor. Mr. Garrett said they had been in Graham working for about one and half years building homes in the Southpark subdivision with a lot of success. It is their plan to continue similar products like they have built in Southpark. Mr. Garrett stated the square footage of the homes would be from 1750 to 3350 with preliminary prices at the low end around \$170,000 up to \$240,000. Mr. Garrett said their target buyers are empty nesters looking for one level homes but they would have some two story homes.
- Dean Ward asked how big the cemetery was. Mr. Garrett said this is not an uncommon issue with a lot of subdivisions. Mr. Garrett said Mr. Unsworth could discuss this issue because he has done a lot research on this item and he is the realtor representing the homeowner. Sam Unsworth with Richard Jones Realty 915 Kimberly Rd Burlington, NC spoke next. Mr. Unsworth stated he represents his client Dixie Rogers who is the current owner of the property. Ms. Rogers said this property has been handed down through the family and there is a gravesite there but no research has ever been done. There was no record of it being recorded in the City of Graham nor Alamance County. Mr. Unsworth said they went to the State Archeology Department and they guided them with what to do and they contacted UNCG archeology department and they came to the site. Based on what they saw they were about 80% sure it was a grave area with twelve or thirteen gravesites. To go any further it would have cost Ms. Rogers or the developer four to ten thousand dollars and neither one wanted to go any further. Ms. Blalock asked about fencing at the cemetery and Mr. Garrett said they do not plan to put up a fence and it would just be a grassy area.
- Willie Howard of 1611 Palmer Drive and Martin Shoffner of 1468 Trollingwood-Hawfields Road both spoke about the street layout and widths in the proposed subdivision. Mr. Page addressed their questions and was able to clarify their concerns.

It was the consensus of the Board that this is a good subdivision and the developer has done what the City has asked them to do. The Board would like the cemetery be left as natural as possible and to protect it as much as possible.

Ricky Hall made a motion for approval to forward this item to City Council with favorable review and to include the recommendations set forth by TRC, second by Michael Benesch. All voted aye.

No further business the meeting was adjourned.

Respectfully Submitted,
Martha Johnson
Inspections/Zoning Technician

DRAFT



City Council Decision & 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. When adopting or rejecting any zoning amendment, the City Council shall also approve a statement describing whether its action is consistent with the "City of Graham Growth Management Plan 2000-2020" 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 "City of Graham Growth Management Plan 2000-2020" shall not preclude consideration or approval of the proposed amendment by the City Council.

**Roger Springs
(S1501)**

Type of Request
Major Subdivision

Meeting Dates
Planning Board on August 18, 2015
City Council on September 1, 2015

Choose one...

- I move that the application be **APPROVED**.
- I move to **recommend APPROVAL with the following conditions:**
- The final site plan must be submitted to and approved by the TRC before a building permit and/or certificate of occupancy will be issued.
 - The applicant will construct a sidewalk along the road connection to Rogers Road, as well as provide at minimum a 5' paved path connecting the southernmost cul-da-sac to Rogers Road across from the South Graham Municipal Park.
- I move that the application be **DENIED**.

Choose one...

- The application is **consistent** with the *City of Graham Growth Management Plan 2000-2020*.
- The application is **not fully consistent** with the *City of Graham Growth Management Plan 2000-2020*.

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 1st day of September, 2015.

Attest:

Gerald R. Peterman, Mayor

Darcy L. Sperry, City Clerk



STAFF REPORT

SUBJECT:	ENGINEERING CONTRACT FOR CITY OF GRAHAM RECREATION COMPLEX
PREPARED BY:	MELODY L. WIGGINS, DIRECTOR OF RECREATION AND PARKS

REQUESTED ACTION:

Award Engineering Contract for City of Graham Recreation Complex

BACKGROUND/SUMMARY:

The City is required to engage in a qualification process to select an engineering firm for projects of this size as opposed to using the standing engineering contract we have with AWCK. The City received a submittal from Moser, Mayer and Phoenix, as well as AWCK. The time frame and urgency to begin work on this project coupled with the general engineering requirements of Phase 1 makes them the logical choice for this project.

FISCAL IMPACT:

The estimated engineering cost for the Phase I of the City of Graham Recreation Complex is \$88,000.00.

STAFF RECOMMENDATION:

Approval. The City has been working with AWCK on the planning phases of this specific project for more than five years. They have completed other park projects in the county and surrounding area and are more than qualified to provide engineering services for this park project.

SUGGESTED MOTION(S):

I move we award the engineering contract for the City of Graham Recreation Complex to Alley, Williams, Carmen & King.

**STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE

THIS AGREEMENT, made and entered into this ___ day of _____, 2015, by and between the **City of Graham**, a North Carolina Municipal Corporation (hereinafter called the "**OWNER**") and **Alley, Williams, Carmen & King, Inc.**, a North Carolina Corporation located in Burlington, North Carolina (hereinafter called the "**ENGINEER**").

WHEREAS, the OWNER intends to secure engineering services related to the design and construction of **Phase 1 Graham Recreation Complex as shown in attached Exhibit A**; hereinafter referred to as the **Project**, and

WHEREAS, the OWNER and ENGINEER in consideration of their mutual covenants, herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. General

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2. Final Design Phase.

1.2.1. On the basis of the accepted previously prepared preliminary design documents (attached exhibit A.) and the opinion of probable total project costs (attached exhibit B), prepare for the incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter call "Drawings") and specifications.

1.2.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities to assist with any grant related items when requested by the Owner.

1.2.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

- 1.2.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions and (where appropriate) bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.
- 1.2.5. Furnish copies of the above documents, the Drawings and Specifications and present and review them in person with OWNER or representative.
- 1.2.6. Aid the OWNER in obtaining all necessary permits from N.C. Department of Environment and Natural Resources and Driveway Permit Approval from the N. C. Department of Transportation.
- 1.2.7. Develop an Erosion Control Plan and aid the OWNER in obtaining the Sedimentation and Erosion Control Permit from N.C. Dept. of Environment and Natural Resources.
- 1.2.8. Aid the Owner with application to Orange Alamance Water System for water service and the Alamance County Health Department with sewer service.
- 1.2.9. Advise OWNER if additional data or services are necessary and assist the OWNER in obtaining such data or services. This may include the identification of regulatory wetlands, the preparation of environmental permits, and the preparation of storm water permits.

1.3. Bidding or Negotiating Phase.

- 1.3.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
- 1.3.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 1.3.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 1.3.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 1.3.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.4. Construction Phase (During the Construction Phase).

- 1.4.1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's

instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.4.2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while work is in progress.

1.4.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s) work. In addition, ENGINEER shall provide the services of an Inspector (and assistants as agreed) at the site to assist ENGINEER and to provide necessary observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.4.2.2. The Inspector (and any assistants) will be ENGINEER'S agent or employee and under ENGINEER'S supervision.

1.4.2.3. The purpose of ENGINEER's visits to and representation by the Inspector (and assistants, if any) at the site will be to enable ENGINEER to determine if the Contractor's work is in substantial compliance with the Contract Documents. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract documents.

1.4.3. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms to the Contract Documents or that the defective work will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.4.4. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.4.5. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.4.6. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.4.6.1. Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and

review all certificates of inspections, testing, and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents.)

- 1.4.6.2. Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.
- 1.4.6.3. Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Inspector and on review of applications for payment and the accompanying data and schedules:
- 1.4.6.4. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 1.4.6.5. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility of ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.
- 1.4.7. Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s)' in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of

inspection, tests and approvals the results certified indicate compliance with, the Contract Documents(s); and shall transmit them to OWNER with written comments.

- 1.4.8. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s)' and may give written notice to OWNER and the Contractor(s)' that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.4.6.5.
- 1.4.9. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.4.1 through 1.4.8 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.
- 1.4.10. Construction Staking. Engineer shall provide construction staking.

1.5. Operational Phase.

During the Operational Phase, ENGINEER shall, when requested by OWNER:

- 1.5.1. Provide assistance in the closing of any financial or related transaction for the Project including Grants.
- 1.5.2. Provide assistance in connection with certification of roadway improvements.
- 1.5.3. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s)' to ENGINEER and which ENGINEER considers significant.
- 1.5.4. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s)' concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1. through 2.1.12., inclusive. These services are not included as part of Basic Services and these will be paid for by OWNER as indicated in Section 5.

- 2.1.1. Preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements

- and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
 - 2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
 - 2.1.4. Providing renderings or models for OWNER's use.
 - 2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.
 - 2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
 - 2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto). This section includes the services from professionals identifying regulatory wetlands and submitting permits relating thereto.
 - 2.1.8. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.
 - 2.1.9. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.
 - 2.1.10. Preparation of operating, maintenance and staffing manuals.
 - 2.1.11. Preparing to serve or serving as a consultant or witness for OWNER in any litigation involving the Project.
 - 2.1.12. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1. through 2.2.6., inclusive. These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such additional services which will be paid for by OWNER as indicated in Section 5.

- 2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
- 2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
- 2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- 2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
- 2.2.5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.
- 2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s)' or others in connection with the work.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

- 3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

- 3.4. Arrange for 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.
- 3.5. Examine all studies, reports, sketches, drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deem appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services and OWNER may require or Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s)', such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s)' are complying with any law, rule, regulation, ordinance, code or other applicable to their furnishing and performing the work.
- 3.7. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Inspector (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.
- 3.8. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.5 through 3.7, inclusive) so that ENGINEER may make the necessary findings to support opinions of probable total project cost.
- 3.9. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- 3.10. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor.
- 3.11. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1. of this Agreement or other services as required.
- 3.12. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 – PERIODS OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed upon in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto.

- 4.2. Upon authorization from OWNER, ENGINEER shall proceed with the performance of the service called for in the Final design Phase; and shall deliver Contract Documents and an opinion of probable Total Project Costs for all work of Contractor(s) on the Project.
- 4.3. ENGINEER's services under the Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.
- 4.4. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s).
- 4.5. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by Engineer of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.
- 4.6. The Operational Phase will commence during the Construction Phase and will terminate one year after the date of Substantial Completion of the last prime contract for construction, materials and equipment on which substantial completion is achieved.
- 4.7. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- 4.8. If OWNER fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days after completion of the Final Design Phase, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.
- 4.9. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts.

SECTION 5 – PAYMENTS TO THE ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For all services of ENGINEER under this agreement, payment will be made on an hourly rate basis in accordance with the Hourly Rate Charge Schedule attached hereto as Exhibit C. The following is an estimate of fees anticipated under this agreement:

a.	Final Design	\$	40,000
b.	Bidding Phase	\$	3,000
c.	Construction Phase	\$	40,000
d.	Operation Phase	\$	2,500
e.	Reimbursable items	\$	2,500
TOTAL ESTIMATED FEE		\$	88,000

5.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 on an hourly rate basis in accordance with the Hourly Rate Charge Schedule or a mutually agreed to price.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in paragraph 5.1.1, OWNER shall pay ENGINEER the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4.

5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for services rendered during that phase on the basis of ENGINEER's Salary Costs times a factor of 2.0 for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

- 5.3.2. Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.
- 5.4. Definitions.
- 5.4.1. The Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.
- 5.4.2. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants directly or indirectly in connection with the Project, such as expenses for: obtaining bids or proposals from Contractor(s); reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.10.

SECTION 6 – CONSTRUCTION COST AND OPINIONS OF COST

- 6.1 Construction Cost.
- 6.1.1. The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraphs 3.5 through 3.7, inclusive.
- 6.2. Opinions of Cost.
- 6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater

assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.6.

6.2.2. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project or Construction Costs in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

SECTION 7 - OTHER

7.1 Termination

7.1.1. The obligation to provide further services under this Agreement may be terminated:

7.1.1.1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.1.2. Upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER'S responsibilities as a licensed professional; or

7.1.1.3. Upon seven days written notice if the ENGINEER'S services for the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control.

7.1.1.4. ENGINEER shall have no liability to OWNER on account of such termination.

7.1.1.5. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days or receipt thereof; provided that if and to the extent such substantial failure cannot be reasonably cured with 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 shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

7.1.1.6. *For convenience*, by OWNER effective upon the receipt of notice by ENGINEER.

7.1.2. The terminating party under paragraphs 7.1 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.

7.2. ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person

other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

7.3. Controlling Law.

7.3.1. This agreement is to be governed by the law of the STATE OF NORTH CAROLINA.

7.4. Successors and Assigns.

7.4.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.4.2. the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted 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 Agreement.

7.4.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.5. Disputes.

7.5.1. All unresolved claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by the appropriate division of the General Court of Justice unless alternative resolution procedures are mutually agreed to between the Parties.

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

OWNER:

ENGINEER:

Jerry Peterman
Mayor

Franz K. Holt
President

WITNESS:

WITNESS:

Darcy Sperry, City Clerk

Mark D. Reich, Corporate Treasurer

EXHIBIT A





EXHIBIT B

Preliminary Estimate of Probable Cost for

Phase 1 Graham Recreation Complex on Jim Minor Road

Includes Picnic Shelter, Paved Trails, Lawn, Fitness, Playground, and Water/Sewer Service

Parking/Drive/Trail Improvements and Park Equipment

ITEM	DESCRIPTION	UNITS	QTY.	UNIT PRICE	TOTAL
1.	Grading	LS	1.00	\$ 50,000.00	\$ 50,000.00
2.	Erosion Control and Stormwater Treatment	LS	1.00	\$ 50,000.00	\$ 50,000.00
3.	Clearing and Grubbing	ACRE	6.00	\$ 4,500.00	\$ 27,000.00
4.	Storm Drain Piping	LF	200.00	\$ 35.00	\$ 7,000.00
5.	Parking and Drive Base (6" & 8")	TONS	1,335.00	\$ 10.00	\$ 13,350.00
6.	Trail Base (6")	TONS	1,675.00	\$ 10.00	\$ 16,750.00
7.	Parking and Drive Asph. Surface (3")	TONS	545.00	\$ 85.00	\$ 46,325.00
8.	Trail Asphalt Surface (2")	TONS	450.00	\$ 85.00	\$ 38,250.00
9.	Concrete Sidewalk	SQYDS	340.00	\$ 50.00	\$ 17,000.00
10.	Gate	EA	1.00	\$ 3,000.00	\$ 3,000.00
11.	Landscaping and Signs	EA	1.00	\$ 20,000.00	\$ 20,000.00
12.	Curb Stops	EA	35.00	\$ 100.00	\$ 3,500.00
13.	Bollards	EA	6.00	\$ 200.00	\$ 1,200.00
14.	Striping	LS	1.00	\$ 4,325.00	\$ 4,325.00
15.	Equipment - Playground, Fitness, Etc.	LS	1.00	\$ 100,000.00	\$ 100,000.00
16.	Contingencies @ 10%				\$ 39,800.00
TOTAL					\$ 437,500.00

Picnic Shelter

ITEM	DESCRIPTION	UNITS	QTY.	UNIT PRICE	TOTAL
1.	Picnic Shelter - (Six - 8 foot tables)	EA	1.00	\$ 145,000.00	\$ 145,000.00
2.	Electrical Service and Park Lighting	LS	1.00	\$ 45,000.00	\$ 45,000.00
3.	Contingencies @ 10%				\$ 19,000.00
TOTAL					\$ 209,000.00

Water and Sewer System

ITEM	DESCRIPTION	UNITS	QTY.	UNIT PRICE	TOTAL
1.	Sewer Service -Ground Absorption	LS	1.00	\$ 70,000.00	\$ 70,000.00
2.	Water Service - Extend 2 inch line from O-A	LS	1.00	\$ 35,000.00	\$ 35,000.00
3.	Contingencies @ 10%				\$ 10,500.00
TOTAL					\$ 115,500.00

ENGINEERING AND ARCHITECTURAL SERVICES \$ 88,000.00

TOTAL \$ 850,000.00



EXHIBIT C

HOURLY CHARGE RATE SCHEDULE – JULY 1, 2015

This information is confidential and is intended for use by the recipient only.

- 1. Engineers:
 - a. EI – Engineering Intern \$ 70.00 - \$ 90.00/Hr.
 - b. Registered Professional Engineer 100.00 - 130.00/Hr.
 - c. Associate/Registered Professional Engineer 115.00 - 145.00/Hr.
 - d. Principal/Registered Professional Engineer 175.00 - 195.00/Hr.

- 2. Architects:
 - a. Architects in Training \$ 70.00 - \$ 90.00/Hr.
 - b. Registered Architect 85.00 - 125.00/Hr.
 - c. Associate/Registered Architect 135.00 - 150.00/Hr.
 - d. Principal/Registered Architect 165.00 - 175.00/Hr.

- 3. Surveyors:
 - a. Surveyor in Training \$ 60.00 - \$ 80.00/Hr.
 - b. Registered Land Surveyor 80.00 - 95.00/Hr.
 - c. Associate/Registered Land Surveyor 90.00 - 115.00/Hr.

- 4. Technical Staff:
 - a. Project Manager \$ 80.00 - \$120.00/Hr.
 - b. CADD Designer/Technician 65.00 - 90.00/Hr.

- 5. Survey Parties:
 - a. 2-Man Party \$140.00 - \$155.00/Hr.
 - b. 3-Man Party 190.00 - 205.00/Hr.

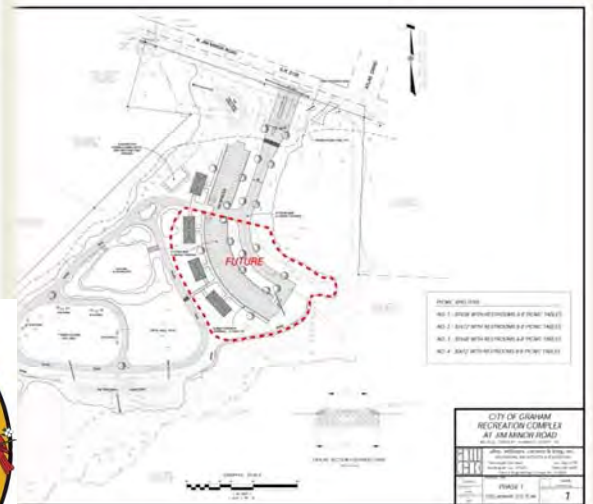
- 6. Construction Observer \$ 75.00 - \$ 95.00/Hr.

- 7. Clerical \$ 50.00 - \$ 65.00/Hr.

- 8. Other:
 - a. Employees' overtime (when authorized in advance): 1.50 times Hourly Charge Rate.
 - b. Professional Consultants: 1.10 times the amount billed to AWCK, Inc.
 - c. Printing and Mailing: 1.10 times the amount billed to AWCK, Inc.
 - d. Mileage: Travel to job site No Charge, but time is included from our office to job site and return.
 - e. Overnight or extended travel: 1.10 times the amount billed to AWCK, Inc.
 - f. The above rates are subject to adjustment in accordance with normal salary and rate review practices on an annual basis.
 - g. Where ranges of hourly charge rates are listed, the rate charged will be the actual charge rate associated with the individual performing the services.
 - h. Payment will be made monthly based on invoices submitted by Alley, Williams, Carmen & King, Inc.

Alley, Williams, Carmen & King, Inc. Response to Request for Qualifications

Project: Phase 1 City of Graham Recreation Complex



alley, williams, carmen, and king, inc.
Engineering • Architecture • Land Surveying

740 Chapel Hill Road (27215) - P.O. Box 1179 - Burlington, North Carolina 27216
Tel. - (336)226-5534 - Fax - (336)226-3034 - awck.com

July 21, 2015



Letter of Interest

July 21, 2015

Mr. Frankie Maness, City Manager
City of Graham
P.O. Drawer 357
201 South Main Street
Graham, N.C. 27253

Re: Letter of Interest and Statement of Qualifications for Engineering Services
Phase 1 City of Graham Recreation Complex
Graham, N.C.

Dear Mr. Maness:

Alley, Williams, Carmen & King, Inc. is pleased to submit this letter of interest with our statement of qualifications to the City of Graham for the referenced project. We have assembled a highly qualified team of professionals that is experienced with recreation and park construction that can work with the City of Graham to complete a high quality project in a timely manner. AWCK has a 50 plus year history of working with Municipal Governments including the City of Graham, serving as their City Engineer and Consultant for many years. Please feel free to contact any of our references provided.

By selecting our firm, the City of Graham will have the full depth of our resources available to them, including our experienced personnel. Our knowledge of the current project needs is demonstrated by the preliminary planning work completed to date on the project. Our project approach will effectively address all aspects of the project from the final design, bidding, and the administration and inspection of the recreation complex improvements. In addition, our day to day working relationship with City of Graham personnel will allow us to communicate with those who are tasked with completing the project and those who will be responsible for future maintenance of the improvements, so that the City of Graham's unique needs are met.

In closing, we thank you for the opportunity to present our letter of interest and this statement of qualifications. Should you have any questions, please feel free to contact me at (336) 226-5534 or fholt@awck.com.

Respectfully Submitted,

A handwritten signature in black ink that reads 'Franz K. Holt'.

Franz K. Holt, P.E.



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Executive Summary

Alley, Williams, Carmen & King, Inc. is located in Burlington, N.C. and is engineering, architecture, and surveying company that has been providing continuous service in the Alamance County area (and beyond) for over 60 years. Our earliest association with the Town of Graham (later as the City of Graham) is from the 1950's when the company provided engineering services on various water, sewer, and street projects. That association has continued to the present time with similar services being provided.

The City of Graham is soliciting letters of interest for consulting engineering services related to the design and construction of Phase 1- Graham Recreation Complex located on Jim Minor Road. We are very familiar with the proposed project having completed the Conceptual Master Plan for the 115.6 acre site and Phase 1 Preliminary Site Planning, which includes the Picnic Shelter Area, Natural Playground, Open Mall, Fit Zone, Paved Walking/Running Trail and associated parking and driveway. We are pleased to provide this statement of qualifications as requested by the City.

AWCK is well qualified to provide the requested services. We have significant experience with recreation and park planning, design and construction. Furthermore, we assembled a talented project team for your project that has many years of experience to bring you a quality product.

Our services under this project will include the following:

1. Preliminary Design – meetings, soil investigation for subsurface sewer treatment, identifying environmental features, finalizing design of layout and structures, identifying sub consultants and preferred vendors, finalizing Public Works role (if needed), all in order to produce the final design documents
2. Construction Documents – Final Drawings and Specifications with Bid Documents
3. Pre-Construction Services - Permits and Easements (as needed)
4. Construction Administration – Notice of Award, Shop Drawing Approval, Notice to Proceed, Inspection of work, Change Orders (as needed), Pay Application Review, Construction Stakeout, and Project Certification and Close Out along with our Assistance of the Grant(s) Administration

AWCK provides these types of service daily, as we have completed numerous similar type projects for the City of Graham, other Municipalities, and Schools. It is our goal that our project team will assist the City by helping them to receive a quality project, on schedule, and within the funds allotted. We are ready to proceed upon your notice as we have the personnel available to meet your needs.



a. Project Approach and Schedule

Project Approach

We have developed the following project approach for the Phase 1 City of Graham Recreation Complex. We plan to address all aspects of the project while using qualified and experienced personnel in order to meet the City of Graham's unique needs.



A. Planning and Design Phase

1. Establish a pre design planning meeting where the following items are reviewed and discussed:
 - a) Finalize Preliminary Phase 1 Site Plan
 - b) Determination of environmental features and associated permits
 - c) Finalize Picnic Shelter and Restroom Concept
 - d) Finalize Paved Trail section
 - e) Review electrical, lighting, and landscaping needs
 - f) Review water and sewer needs
 - g) Identify review agencies
 - h) Determination of soil characteristics for subsurface sewer treatment system
 - i) Identifying if any encroachment agreements are needed
 - j) Need for NCDOT driveway permit
 - k) Property survey topographic and property boundaries (completed)
 - l) Identify any access issues for construction
 - m) Geotechnical needs
 - n) Role of Public Works
 - o) How the project is to be bid (multiple contracts vs. single)
2. Once the project elements are finalized from the preliminary design meeting, we will contact our environmental engineer and soil scientist to start their respective work. We will also have our subsurface consultant do borings to determine if rock is present at proposed cut locations. The information provided from these consultants will assist us in completing our final design. Where possible, our design will minimize impacts adverse impacts and conflicts.
3. Once the City approves the preliminary design, we will then move forward with completion of the construction drawings, permitting, and specifications with bid documents. We anticipate review meetings with the City to review the progress and to make project decisions as needed. We will also finalize the approval agency list which may include NCDOT – driveway permit, NCDENR – Erosion Control Plan Approval and Land Disturbance Permit, NCDENR and Alamance County for permitting of subsurface sewer treatment system.

B. Bidding and Construction Phase

1. Once the construction drawings and bid documents have been approved, the project will be placed out for bid. The project will be advertised in the local newspaper and posted on various web sites for Minority or Disadvantaged Business participation. The advertisement for bid will be developed with the City and include a pre-bid conference date, bid date, location of bid opening, list of bonds required, scope of the project, etc. We will also e-mail the copy of



advertisement to contractors. We will also contact contractors throughout the bidding process to try to gauge the bidding climate. In addition, we will prepare a pre-bid estimate based on the final design documents.

2. Upon receiving favorable bids, we will make a recommendation for contract award to the City. The recommendation will be for the low responsive/responsible bidder and will be subject to any remaining approvals, easements, or right of ways to be obtained.
3. Once the contract is awarded and final approvals, easements, and right of ways have been obtained, we will forward the contracts to the contractor for execution. At that time, we will also ask the contractor to provide shop drawings.
4. Upon receipt of the contracts from the contractor, we will call for a preconstruction conference which will include all interested parties and the project documents will be reviewed with the contractor with discussion of expectations and any project concerns (environmental, property owner related, utility, access or other). In addition, we will establish progress meetings on site.
5. Once the contracts are executed and shop drawings are approved, we will provide the contractor with the notice to proceed with the completion date being established.
6. We anticipate inspecting the project daily (part time). We will make daily field reports and alert the City to any project concerns when they occur.
7. Rock (if encountered) will be measured by our firm.
8. We will process monthly pay requests and hold monthly project progress meetings with contractor and owner.
9. We will measure all quantities and keep a record of project changes and provide record drawings to the City once all work is complete.
10. We will be present all testing and make records of the tests (includes Terracon when needed).
11. Once the project is stabilized, we will check with the Land Quality Section for the removal of any temporary erosion control devices.
12. Upon approval from the Land Quality Section, we will authorize the contractor to remove temporary devices and perform touch up grassing as needed.
13. We anticipate that conversion of the erosion control sediment traps to permanent water quality will be the last item that is completed.
14. We will inspect the project (when complete) with the City for final approval.
15. Once all contract closeout documents are received from the contractor we will recommend for release final payment with a warrantee period being established.
16. We will perform an on-site inspection with the City prior to the warrantee period expiring.



Project Schedule

City of Graham

Phase 1 City of Graham Recreation Complex

<i>AWCK/City of Graham</i>	<i>Begin Date</i>	<i>Completion/Award Date</i>
Engineering Contract	July, 2015	August, 2015
<u>Design Phase</u>		
Preliminary Eng. & Arch. Design Meeting	Beg. August, 2015	Mid. August, 2015
Field Data Collection	Completed	Completed
Soil Survey	Beg. September, 2015	Mid. September, 2015
Environmental Survey	Beg. September, 2015	Mid. September, 2015
Engineering Design	Mid. September, 2015	Mid. October, 2015
Permit Applications and Approvals	Mid. October, 2015	Beg. November, 2015
Bidding Process	Mid. October 2015	End November 2015
Contract Award		Beg. December, 2015
<u>Construction Phase</u>		
Notice to Proceed	Mid. December, 2015	
Shop Drawing Review	Mid. December, 2015	End December, 2015
Construction (approx. 210 days)	Beg. January, 2016	End July, 2016
Close Out Project	Beg. August, 2016	End August, 2016
Easement Mapping and Certification for WQ Treatment Structures	Beg. August, 2016	End August, 2016



AWCK, Inc.



b. Experience of Proposed Personnel

Alley, Williams, Carmen and King, Inc. (AWCK) is proposing a project team consisting of professional, technical and support personnel from the Burlington Office that will provide a wide variety of expertise to complete the project in a timely fashion. The proposed team has worked successfully together to complete several similar projects for public clients in the Piedmont Area. AWCK is committed to providing a high level of quality work to all its clients.

Principal In Charge and Project Manager:

Franz Holt, P.E. will provide Principal Oversight of the project team. Franz is the President of the Company, a corporate stockholder and one of the Board of Directors. Franz serves as the City Engineer for the City of Graham, the Town of Elon, at the Town of Swepsonville all in N.C. He has served as the Project Engineer/Planner and Manager or Principal in Charge on a variety of recreation and parks projects. In addition, Franz was involved with the planning and cost estimating for the Conceptual Master Plan and Phase 1 Preliminary Site Plan for Graham Recreation Complex on Jim Minor Road.

EDUCATION:

BS CIVIL ENGINEERING
UNIVERSITY OF NORTH CAROLINA AT
CHARLOTTE, 1983

YEARS OF EXPERIENCE:

AWCK — 32 YEARS

REGISTRATION & CERTIFICATION:

PROFESSIONAL ENGINEER
N.C. 15816

Principal Architect:

Ken Stafford, AIA, NCARB, LEED AP, is the director of AWCK's architectural department, a member of the Board of Directors and is the Corporate Secretary. He has been with AWCK since 1989. Ken has served as the architect on many municipal projects over the years including the Covington Memorial Park in Rural Hall, Village Park in Tobaccoville, Moricle Memorial Park in Gibsonville, Lawrence Slade Park in Elon and the Mebane Arts and Community Center Complex. Other municipal building projects have included Mebane City Hall, Rural Hall Town Hall, Pleasant Garden Town Hall and the Public Services Center for Kernersville. Ken also provided input into the Conceptual Master Plan and cost estimating for Graham Recreation Complex on Jim Minor Road.

EDUCATION:

BACHELOR OF ENVIRONMENTAL DESIGN IN
ARCHITECTURE, NC STATE UNIVERSITY (1977)
GRADUATE STUDIES IN ARCHITECTURE, VIRGINIA
TECH (1977-79)

YEARS OF EXPERIENCE:

AWCK — 1989-PRESENT
MILLS, OBENCHAIN, OLIVER & WEBB, INC.,
BLACKSBURG VA / PRINCETON WV (1980-1989)
LESLIE C. GATES & ASSOCIATES, INC., BECKLEY, WV
(1979-1980)

REGISTRATION & CERTIFICATION:

NORTH CAROLINA, SOUTH CAROLINA, VIRGINIA,
WEST VIRGINIA, MARYLAND
NATIONAL COUNCIL OF ARCHITECTURAL
REGISTRATION BOARDS CERTIFIED
UNITED STATES GREEN BUILDING COUNCIL LEED®
ACCREDITED PROFESSIONAL

Assistant Project Engineer:

Josh Johnson, P.E. will be the Project Engineer. Josh is an owner of AWCK and has been with AWCK since 2005. During his tenure with AWCK, Josh has designed numerous water, sanitary sewer, street, storm drainage and other municipal type projects. In addition to extensive water quality work with municipalities in Alamance County and throughout the Piedmont, Josh has worked on several

EDUCATION:

BS CIVIL ENGINEERING
NORTH CAROLINA STATE UNIVERSITY, 2002

YEARS OF EXPERIENCE:

AWCK — 9 YEARS
NCDOT/LPA GROUP — 2 YEARS

REGISTRATION & CERTIFICATION:

PROFESSIONAL ENGINEER
N.C. 33170



recreation, park and municipal building site projects and has provided water quality input into the Conceptual Master Plan and Phase 1 Preliminary Site Plan for Graham Recreation Complex on Jim Minor Road.

Assistant Project Architect:

Jeff Johnson, AIA, NCARB, will be the Project Architect. Jeff, a stock holder in AWCK, has been with the firm for over 25 years. During his time with AWCK he has been the architect of record on numerous parks and recreation projects including the Dobson Square Park and Splash Pad, Walkertown's Town Center Park, Walkertown Pavilion, Gibsonville Community Center and the Graham Civic Center. In addition to the park projects, Jeff has been the architect on municipal building projects from Roxboro to Wilkesboro including the Roxboro Police Department, Wentworth Town Hall, Mebane Library and Mebane Fire Station No. 3.

EDUCATION:
ASSOCIATE DEGREE IN ARCHITECTURAL TECHNOLOGY, GUILFORD TECHNICAL CC (1973)
UNIVERSITY OF NORTH CAROLINA AT GREENSBORO (1969-1971)
YEARS OF EXPERIENCE:
AWCK - (1998-PRESENT)
ALAMANCE-BURLINGTON SCHOOL SYSTEM (1989-1998)
AWCK - (1981-1989)
RAMSAY ASSOCIATES, SALISBURY NC (1973-1981)
REGISTRATION & CERTIFICATION:
NORTH CAROLINA; NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
CERTIFIED
NORTH CAROLINA LEVEL III BUILDING INSPECTOR

Troy King, P.E., recently came to AWCK and has 10 years of experience of progressive Civil Engineering experience. Troy will assist the Project Team by providing design services. Since joining AWCK, Troy has worked on several municipal projects and will assist the project team while also reducing the workflow from other projects on the project team.

EDUCATION:
BS CIVIL ENGINEERING
NORTH CAROLINA STATE UNIVERSITY, 2004
YEARS OF EXPERIENCE:
AWCK — 15 MONTHS
JACOBS ENGINEERING—3 YEARS
HADEN-STANZIALE-6 YEARS
REGISTRATION & CERTIFICATION:
NC PROFESSIONAL ENGINEER—035017

Gary R. Parrish, PLS will be responsible for researching existing deeds and final plats; researching NCDOT maps and acquisitions; and will prepare any necessary easement maps for the project. Gary has been with AWCK since 2003 and surveying for the past 30 years. Gary has extensive experience with conducting field surveys and preparation of maps for boundary surveys, right-of-way maps and easement maps.

EDUCATION:
BA -Geography
ELON COLLEGE, 1978
5 YEARS OF HIGHER EDUCATION
YEARS OF EXPERIENCE:
AWCK — 11 YEARS
OTHER PRIVATE FIRMS — 15 YEARS
NCDOT — 8 YEARS
REGISTRATION & CERTIFICATION:
PROFESSIONAL SURVEYOR
N.C. L-3526

M. Heath Williams, PLS is the Burlington Office Survey Department Manager and will oversee the surveying activities for the project. Heath has been with AWCK since 1996 and has been managing the Survey Department for the past 6 years. Heath will be in charge of coordinating all the field data collection, base mapping, topographic mapping, and construction stakeout needs for the project.

EDUCATION:
AAS DEGREE - MECH. DRAFTING TECH
ALAMANCE CC, 1994
SURVEYING, GTCC, 2005
YEARS OF EXPERIENCE:
AWCK — 18 YEARS
NANCE & BROWN — 2 YEARS
REGISTRATION & CERTIFICATION:
PROFESSIONAL SURVEYOR
N.C. 4607



Phillip L. Wright has approximately 32 years of experience in performing civil engineering, land surveying, and landscape design tasks at the highest professional level in the field and office. Phillip provides computer and graphic design preparation of plans/specifications for many different types of projects. Phillip is a certified landscape designer. Phillip's recent work includes Lawrence Slade Park and the Conceptual Master Plan and Phase 1 of the Graham Recreation Complex on Jim Minor Road.

EDUCATION:

DESIGN CERTIFICATION IN
PROFESSIONAL LANDSCAPE DESIGN
ASHWORTH UNIVERSITY

YEARS OF EXPERIENCE:

AWCK — 15 YEARS
OTHER PRIVATE FIRMS — 17 YEARS

Brent Mills, EI is an engineering intern with AWCK. Brent is a recent graduate of North Carolina State University, where he received a Bachelor of Science degree in Environmental Engineering. Brent has experience with field inspections and has been involved with computer design and drafting for a number of engineering projects. Brent will assist the project team by providing drafting services and technical assistance while also reducing the workflow from other projects on the project team.

EDUCATION:

BS ENVIRONMENTAL ENGINEERING
NORTH CAROLINA STATE UNIVERSITY, 2015

YEARS OF EXPERIENCE:

AWCK — 2 MONTHS
OTHER PRIVATE FIRMS (INTERN) — 1 YEAR
NCDOT (INTERN) — 1 YEAR

Ryan King will assist the Project Engineer during the construction observation and inspection services period of the project. Ryan has been involved in construction since his graduation from NC State University in 2001. Ryan has extensive experience with asphalt paving, storm drainage installation, curb and gutter installation, and sidewalk construction. Ryan recently joined Alley, Williams, Carmen, and King and is completing the NCDOT certification process for asphalt and concrete testing and inspections. Ryan's role with AWCK includes street, utility, and sidewalk observation.

EDUCATION:

B.S. in Business Management with a Concentration
in Operations Management NCSU - 2001

YEARS OF EXPERIENCE:

AWCK, Inc. 2015-Present
JMS Investments, LLC 2011-2015
Pure Seal Asphalt Services – 2006-2010
Triangle Grading and Paving 2003-2006
Don Todd Associates 2001-2003

REGISTRATION & CERTIFICATION:

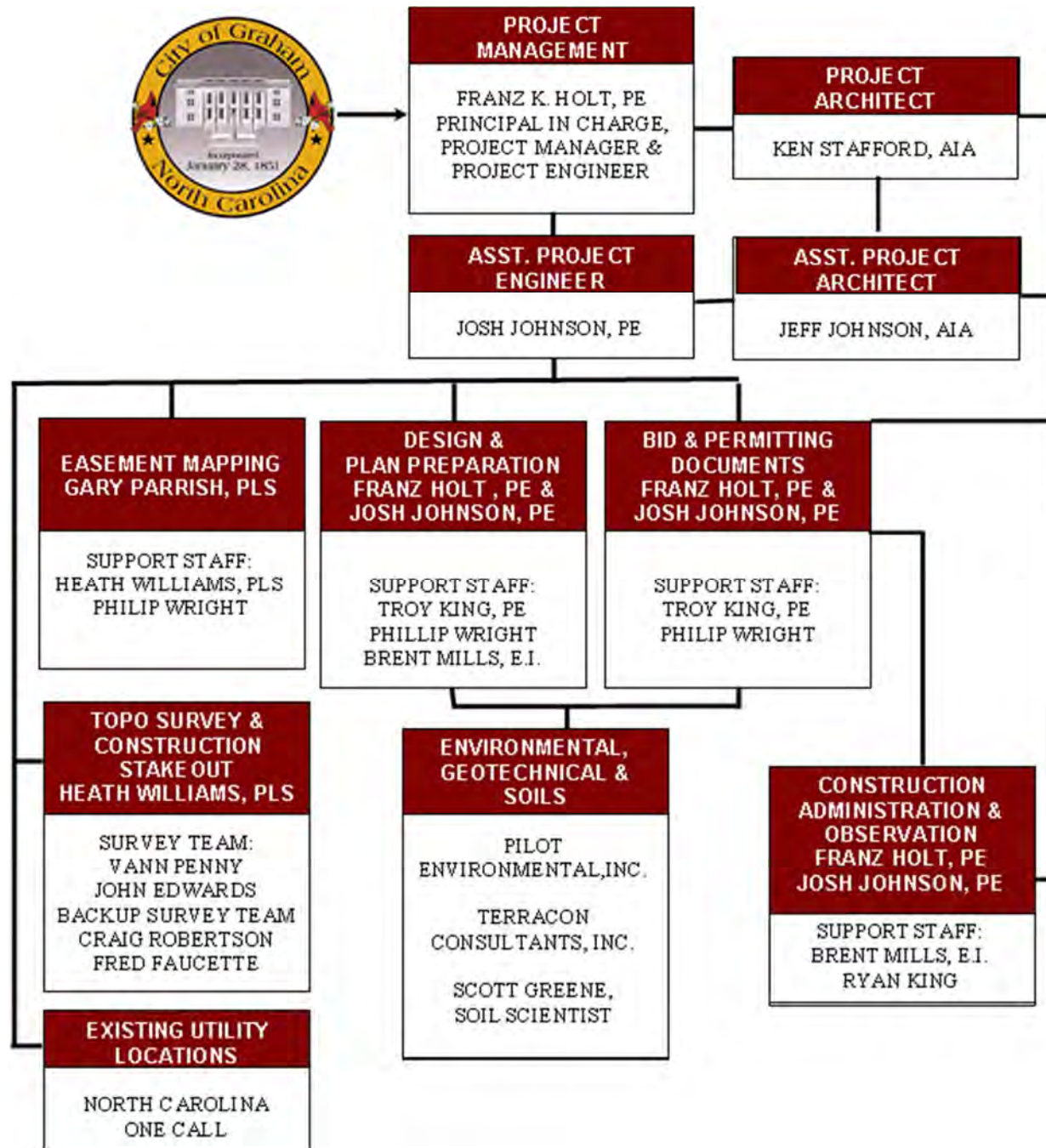
NCDOT Intro to Asphalt Pavements



c. Availability of Proposed Personnel

The project team proposed by Alley, Williams, Carmen and King provides significant experience and ability to maximize workloads/schedules to complete the Phase 1 City of Graham Recreation Complex in a timely manner and within the approved budget.

Organizational Depth





Availability of Key Personnel

Project Team Member	Team	Role	Current Workload																							
			2015						2016						2017											
			J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
Franz Holt, P.E.	Principal, Project Manager & Engineer																									
Ken Stafford	Principal Oversight, Project Architect																									
Josh Johnson, P.E.	Asst. Proj. Engineer																									
Jeff Johnson, P.E.	Asst. Proj. Architect																									
Troy King, PE	Design Services																									
Heath Williams, PLS	Surveying Manager																									
Gary Parrish, PLS	Easement Mapping																									
Brent Mills, E.I	Design Services																									
Philip Wright	Engr & Landscaping Tech																									
Ryan King	Construction Observation																									

	Time Commitments
	35% or Less
	36% - 55%
	56% - 75%
	76% - 100%

d. Experience and Demonstrated Quality of Performance

Lawrence Slade Park

Elon, North Carolina

Lawrence Slade Park sits on slightly more than 1 acre of land in the Morganton area of the Town of Elon. The park's facilities were expanded in 2014 with the addition of a new basketball court, shelter/restroom building, bandshell, cornhole and bocce ball courts, walking trails and other amenities. The park improvements project cost approximately \$330,000, and was funded in part by a 50/50 matching PARTF grant, as well as grants from the Frank Haith family, Elon University, and other local charitable sources. Work began in the Spring of 2014 and was completed in September. AWCK's project manager was Franz Holt, P.E., who also serves as AWCK's president and Elon's town engineer. Jeff Johnson was responsible for preparation of architectural drawings and technical specifications, and Ken Stafford handled bidding, contract negotiations and construction administration. Black Mountain Engineering provided mechanical and plumbing design and Sole Source Engineering provided electrical engineering services.

<i>Project Contact:</i>	<i>Address / Telephone Number:</i>
Mr. Richard White III – Town Manager	336-584-3600
Principal Engineer: Franz K. Holt, P.E. Project Manager: Kenneth D. Stafford, AIA, LEED® AP Design Architect: Jeffrey S. Johnson, AIA.	Completion Date: 2014



Mebane Arts and Community Center Complex

Mebane, North Carolina

This project encompasses a 60-acre tract of property in Mebane, NC, and was developed to include indoor and outdoor, passive and active recreation opportunities. The design team assisted the City in site evaluation and selection, funding, master planning, project design and engineering, and construction administration and management.

The project includes a 30,000 square foot multi-use recreation and arts center, four multi-purpose ballfields, a tot lot, walking trail, clubhouse and related amenities. The original development was completed in 1995 and soccer fields were added approximately 5 years ago. Total cost of the complex is approximately \$4.2 million.

<i>Project Contact:</i>	<i>Address / Telephone Number:</i>
Mr. David Cheek City Manager Project Manager: Darrell Russell, P.E.	106 East Washington Street Mebane, North Carolina 27302 (336) 563-5901



Dobson Square Park

Dobson, North Carolina

Dobson Square Park sits in the middle of downtown Dobson, and consists of a 2.4 acre site containing shelters, restrooms, an amphitheater bandshell, splash pad, playground, walking trails and parking. The total construction cost for the project is \$880,000, and it will be funded in part by a 50/50 grant through the North Carolina Parks and Recreation Trust Fund (PARTF). The construction contract was awarded in July, 2014, and completion of construction was early 2015. Black Mountain Engineering provided mechanical and plumbing design and Sole Source Engineering furnished electrical design.

<i>Project Contact:</i>	<i>Address / Telephone Number:</i>
Mr. Josh Smith, Town Manager Town of Dobson	PO Box 1021 Dobson, North Carolina 27107 (336)356-8201
Project Manager: Jeff Johnson, A.I.A. Project Civil Engineer: Troy King, P.E	Completion Date: 2015



Town Center Park

Walkertown, North Carolina

Town Center Park is located on approximately 2.1 acres in downtown Walkertown, and is the town's first public park. The design contains a walking track with exercise stations, shelters, a gazebo, pedestrian bridge, paved parking area and related amenities. The project was funded in part by a 50/50 matching grant through the North Carolina Parks and Recreation Trust Fund (PARTF). The final cost for the project was approximately \$670,000. Construction contracts were awarded in October 2011 and the work completed in October 2012. AWCK was the principal design firm for the project. Black Mountain Engineering and Sole Source Engineering provided mechanical and electrical consulting services.

<i>Project Contact:</i>	<i>Address / Telephone Number:</i>
Mr. Scott Snow Town Administrator Project Manager: Jeff Johnson, A.I.A.	5177 Main Street, PO Box 39 Walkertown, North Carolina 27051 (336) 595-4212 Completion Date: October 2012



Covington Memorial Park

Rural Hall, North Carolina

Covington Memorial Park, 20-acre lakefront development, located on the South side of Rural Hall, was donated to the Town by the Covington family in the early 1980's. Original construction was funded by the U. S. Department of the Interior's Land and Water Conservation Fund (LWCF). The park has had four construction phases, the first two using LWCF funding, and the last two with PARTF matching grants. The last two phases included a new shelter with toilets and an outdoor stone fireplace, fenced play areas, a lakefront walking/exercise trail, sand volleyball court, horseshoe pits and new parking area. The last phase was completed in the early 2000's. To date, costs for development of this park total approximately \$500,000. AWCK has also developed a master plan for a future 80-acre expansion of the park to the North side.

<i>Project Contact:</i>	<i>Address / Telephone Number:</i>
Mr. Frank James Town Manager Project Managers: Kenneth D. Stafford, AIA, LEED® AP Jeff Johnson, A.I.A.	145 Bethania Street Rural Hall, North Carolina 27045 (336) 969-6856



Graham Recreation Complex on Jim Minor Road

Graham, North Carolina

AWCK worked with the City of Graham Recreation and Parks staff to develop a Conceptual Master Plan of the 115.6 acre site on Jim Minor Road. Planned elements include Picnic Shelter Area, Amphitheater, Softball/Baseball Complex, Football and Soccer Complex, Dog Park, Recreation/Senior Center, and miles of paved and an off road “mountain bike” trails. In addition, we have completed a preliminary site plan for Phase 1 which will include a picnic shelter with restrooms, paved walking/running trail, open mall area, fitness zone and natural playground.

<i>Project Contact:</i>	<i>Address / Telephone Number:</i>
Melody Wiggins Director of City of Graham Recreation and Parks Project Engineer/Planner: Franz Holt, P.E. Professional Landscape Designer: Phillip Wright	201 S. Main Street Graham, North Carolina 27215 (336) 570-6700



e. Project References

Alley, Williams, Carmen & King has provided engineering services for recreational projects for the following governmental entities in North Carolina:

<i>NAME</i>	<i>CONTACT PERSON</i>	<i>TELEPHONE</i>
City of Graham	Frankie Maness, Manager	336-570-6700
City of Graham	Melody Wiggins, Director of Recreation & Parks	336-570-6700
City of Graham	Brian Faucette, Program Manager	336-513-5510
City of Mebane	David Cheek, Manager	919-563-5901
Town of Haw River	Jeff Earp, Manager	336-578-0784
Town of Gibsonville	Ben Baxley, Manager	336-449-4144
Town of Rural Hall	Frank James, Manager	336-969-6856
Town of Yanceyville	Brian Collie, Manager	336-694-5431
Town of Wentworth	George T. Murphy, Sr., Administrator	336-570-6833
Town of Dobson	Josh Smith, Manager	336 356-8962
Town of Elon	Richard White, III, Manager	336-584-3600
Town of Walkertown	Scott Snow, Manager	336-595-4212





Appendix

f. Certificate of Insurance and Business License

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE: 07/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed, if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER: Phase 1 (919) 475-9762 Fax: (919) 475-9762
 INSURANCE SERVICE CORP. OF AMERICA
 P.O. BOX 2299
 THOMASVILLE NC 27361

COUNTRY: Insurance Service Corp. of America
 POLICY NO.: (336) 475-9762
 FAX NO.: (336) 475-9160
 E-MAIL: Janet@ISCofA.com

INSURER(S) AFFORDED COVERAGE:

INSURER #	INSURER	SIC #
1	CNA - FL	31127
2	Travelers Prop and Cas of America	25674
3	The Charter Oak Fire Insurance Company	23615
4	Travelers Property Casualty Co of America	23623
5	Phoenix Insurance Co (TRAVELERS)	23623

ALLEY, WILLIAMS, CARMEN & KING INC.
 740 CHAPEL HILL ROAD
 BURLINGTON NC 27216

COVERAGES CERTIFICATE NUMBER: 14247 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENTS, TERMS OR CONDITIONS OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	POLICY NUMBER	ISSUE DATE	EXPIRES	COVERAGE	LIMITS
B	GENERAL LIABILITY	680603976	01/27/15	01/27/16	EACH OCCURRENCE BODILY INJURY (Per Occurrence) MED. EXP (Per Occurrence) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPOUND ANNUAL	\$ 1,000,000 \$ 300,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
C	AUTOMOBILE LIABILITY	BASC041920	01/27/15	01/27/16	COMBINED SINGLE LIMIT BODILY INJURY (Per Occurrence) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Occurrence)	\$ 1,000,000 \$ \$ \$
D	UMBRELLA / EXCESS / SURETY	CUP6C046362	01/27/15	01/27/16	EACH OCCURRENCE AGGREGATE	\$ 5,000,000 \$ 5,000,000
E	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	UB40021520	01/27/15	01/27/16	DISABILITY BENEFIT MEDICAL BENEFIT DISABILITY POLICY LIMIT	\$ 500,000 \$ 500,000 \$ 500,000
A	PROFESSIONAL LIABILITY	AEH133331387	12/10/14	12/10/15		\$3,000,000 Per Claim \$3,000,000 Annual Aggregate

DESCRIPTION OF OPERATIONS (LOCATION(S), VEHICLES (If not ACORD 99), Additional Remarks (If desired), if more space is required):
 Project: Phase 1 City of Graham Recreation Complex

CERTIFICATE HOLDER: City of Graham, PO Drawer 357, Graham NC 27225

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
 Signature: Candice H. Tickle

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NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS
 4601 Six Forks Rd. Suite 310
 Raleigh, North Carolina 27609

Alley, Williams, Carmen & King, Inc.
 PO Box 1179
 Burlington, NC 27216-1179

This is to Certify that:

Alley, Williams, Carmen & King, Inc. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice **engineering and land surveying** under the provisions of Chapter 86C and 55B of the General Statutes of North Carolina.

This authorization must be renewed annually, and **expires on June 30, 2015**.

License No: E-2003

THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS
 Signature: Adis Pitts
 Executive Director

POST IN PLACE OF BUSINESS
 Renewed 00092015

Telephone: (819) 791-2000 FAX: (919) 791-2012 EMAIL Address: ncbeba@ncbeba.org WEB Site: www.ncbeba.org

g. Standard Contract

To view the sample contract, please click on the icon below.



GrahamAgreementfor
 Engineering - Park.doc



CITY OF GRAHAM
Phase 1 Recreation Complex
Letter of Interest
July 21, 2015



July 21, 2015

Mr. Frankie Maness
City Manager
201 S. Main Street
Graham, NC 27253

Dear Frankie:

Moser Mayer Phoenix Associates (MMPA) is pleased to submit a Letter of Interest and qualifications for Phase 1 City of Graham Recreation Complex. As you will see in the following pages, MMPA has a long, successful history of planning and designing parks and recreation projects, including several in Alamance County.

In our response attached to this letter we have included a detailed Project Approach, resumes from key personnel and prior experience with similar projects. Our creativity and attention to detail are what set us apart from other firms.

We have included on our team the civil engineering firm of Westcott Small & Associates – a woman-owned business enterprise from Greensboro. Westcott Small has a very impressive portfolio of park projects and their experience bolsters our team's strength. MMPA has partnered with WSA on several recent design projects.

I hope that you find our credentials to be compelling enough to consider our firm for this exciting project. Our firm's current capacity allows for our design staff to adequately address the Park project. Thank you for the opportunity to submit our qualifications and we look forward to working with you, if selected.

Sincerely,

MOSER MAYER PHOENIX ASSOCIATES, PA

William D. Moser, Jr., AIA
Principal

Project Approach

- Engage the City of Graham at each step in the design process.
- Assemble a project team consisting of city employees and MMPA representatives.
- Kick-off the project by walking the site with the team.
- Have the team review the project objectives and goals.
- Revisit any previous studies or development concepts. Are they still valid?
- Review PARTF project requirements with team. Do we need to re-think anything?
- Prepare 2-3 alternative development concept plans to test compatibility with site constraints, opportunities and conditions.
- Obtain copies of all current surveys, geotechnical reports, development ordinances and existing utility drawings for the property.
- Discuss each feature or element being proposed for the project in depth with the team. Make sure all parties understand what will and what will not be included. Make sure everyone is “on-board”. Ask lots of questions!
- Begin the design of the project
- Schedule periodic review meetings with the team during the design and documentation phases of the project.
- Final Drawing and Specifications must be approved by the project team.
- Engage the client at each step in the process.



Our Team



**William D. Moser, Jr.,
AIA
Project Manager and Architect**

Bill Moser will serve as the Project Manager and Architect for the design of the Park project. Mr. Moser founded the firm in 1986 and has designed several parks and recreation facilities in Alamance County.

Relevant Experience:

- Joe C. Davidson Park Master Plan
- Lake Mackintosh Recreation Area Master Plan
- Burlington City Park Improvements Study and Master Plan
- Hagan Stone Park Master Plan and Development
- Alamance County Government Master Plan Study
- Kernodle Senior Activities Center
- Burlington Aquatics Center and SplashPad



**Thomas H. Phoenix,
PE, FASHRAE, LEED AP
Director of Engineering**

Tom Phoenix will lead a talented group of mechanical, electrical and plumbing engineers for the project. Since joining the firm in 1988, he has engineered dozens of higher education, healthcare and recreation facilities. Mr. Phoenix is a leader in sustainable energy design and is the current international society president of ASHRAE.

Relevant Experience:

- Burlington City Park Masterplan and Site Improvements
- Lake Mackintosh Marina and Park
- Springwood Church Road Park Master Plan & Design
- Burlington Aquatics Center and Tennis Complex
- Town of Spring Lake Community Center Including Gymnasium and Multipurpose Room
- Kernodle Senior Activities Center
- Davidson Park Soccer Complex



**Robert J. Grill,
ASLA
Landscape Architect**

Robert Grill has more than 35 years experience in the management and coordination of site development services including conceptual design, master planning, land surveying, and site engineering for a variety of clients including institutional facilities, office parks and recreational developments.

Relevant Experience:

- Springwood Church Road Park Master Plan, Site Development
- Westerwood Park Master Plan Update including 60 new parking spaces
- Guilford Technical Community College Master Plan Updates for the following Campuses: Jamestown, High Point, Greensboro and Aviation
- Tannenbaum Historical Park Site Development Improvements

COLLABORATION

Moser Mayer Phoenix has been facilitating collaborative forums for 25 years. Most of our projects begin with some form of programming involving workshop sessions to prioritize ideas and develop direction for a project or a study.

Workshop participants include end users, stakeholders, and sometimes the general public. These sessions prove to be incredibly useful and informative in guiding design decisions throughout the balance of our projects. As design and technology have evolved, we have tested many techniques and discovered those that prove most successful. Different techniques are appropriate for different workshop types, and we adapt our methods to fit each situation. Since all workshops involve collaboration, there is a fair amount of conflict resolution, compromise, and development of consensus throughout the process. Our methods offer productive ways for all participants to be heard, as well as generating multiple useful ideas.



When activities such as these are implemented in a group-work process, it allows participants to better define their own opinions. This allows for more productive collaboration and more refined programming as goals and objectives are developed during the workshop. The following MMPA projects represent examples of successful workshop sessions. These examples vary greatly in size, scope, and building type, which demonstrates our ability to customize the facilitation process, using the tools that most appropriately fit each situation.

SUCCESSFUL WORKSHOP TECHNIQUES AT A GLANCE

Brown paper (interactive Brainstorming) sessions including bubble diagrams and conceptual sketching
 “Think, Pair, Share” Exercises
 Visual Surveys
 User Workshops
 Visualizing the “ideal/dream facility” and articulating adjectives to describe an ideal end product.
 Stakeholders sessions
 Online forums
 Interactive web galleries
 “Blue sky in a safe place”
 “Got to have, ought to have, nice to have”
 “Visual response surveys”

Our Consultants

Westcott, Small & Associates, PLLC Greensboro, NC : Civil Engineering

WSAA is proud to play an active role in many projects that transform our community and enhance the learning and recreational environment for our neighbors, friends and families. These projects may be funded by a nonprofit agency, government entity or private developer, but have a common thread of positively impacting the communities that we live, work and play in.

Projects include:

- Bur-Mil Park - City of Greensboro
- Garry Burnett Park - Guilford County/City of High Point/Guilford County Schools
- Heath Park Master Plan – City of Greensboro
- Heath Park, Phase I – City of Greensboro
- Jamestown Park – Town of Jamestown
- Jaycee Park Stormwater Improvements – City of Greensboro
- LeBauer Park – Community Foundation of Greater Greensboro
- Lewis Recreation Center Renovations – City of Greensboro

Victoria Waldron Small, PE Principal

Ms. Small co-founded the firm in January 2008. She is a registered professional engineer in the State of North Carolina with over fourteen years of experience practicing in both the private and public sectors. She is experienced in the design and construction administration of a variety of civil engineering disciplines including land development, hydrology and agricultural engineering.

Projects include:

- Carolyn & Maurice LeBauer Park – Greensboro, NC
- Greensboro Science Center’s SciQuarium – Greensboro, NC
- Heath Park – Greensboro, NC
- Steelman Park– Greensboro, NC
- City Lake Park– High Point, NC



CLIENT
Guilford County

SERVICES
Master Planning, Site Services
Landscape Architecture

COMPLETION
2011

HAGAN STONE PARK
pleasant garden, north carolina

MMPA recently completed the new Master Plan for Hagan Stone Park. MMPA facilitated three public workshops to gather ideas from interested citizens on what should be included in the redevelopment of the park. The final plan includes additional camping areas, an amphitheater, a nature/wildlife center and a new visitor's center. The realignment of several park roads and a second entrance provide better safety and access to all parts of the 400-acre park. Construction of the proposed park improvements will be done in phases. The new Fun-for-All playground for handicapped children was also a unique addition to the park. MMPA worked in cooperation with the county to receive \$250,000 in funding through a PARTF grant for this project.





CLIENT
City of Burlington

SERVICES
Master Planning, Site Services
Landscape Architecture

BURLINGTON CITY PARK MASTER PLAN REDEVELOPMENT burlington, north carolina

The redevelopment of the master plan for this 70-acre park in the City of Burlington included design and construction for the following activities:

- Tennis Center
- Aquatic Center
- Senior Activities Center
- Amusement Park Improvements
- Additional Parking
- Greenway Development
- Demolition of Antiquated Facilities





CLIENT
City of Burlington

SERVICES
Master Planning, Site Services
Landscape Architecture

JOE C. DAVIDSON PARK

burlington, north carolina

Community meetings and citizen input played an important role in master planning this park/sports complex and integrating it with the existing neighborhood. The park concept, revolving around the athletic fields, provides:

- Picnic shelters
- Four soccer fields
- Playgrounds
- Convenient on-site parking
- Two youth baseball fields
- Tennis courts
- Walking trails

A community center anchors all programs and activities within the park and serves a wide range of community needs.



CLIENT
City of Burlington

SERVICES
Master Planning, Site Services
Landscape Architecture
Architecture, Engineering

SPRINGWOOD PARK
burlington, north carolina

- This project includes:**
- 78 Acres
 - 6 Regulation Soccer Fields
 - 1 Warm Up Field
 - 4 Soccer Fields
 - 4 Baseball Fields
 - Extensive Walking Trail System
 - Two Concession/Storage Buildings
 - 2 Picnic Shelters
 - 2 Play Areas





CLIENT
City of Burlington

SERVICES
Architecture, Engineering
Interior Design, Site Services
Master Planning

COMPLETION
1993

LAKE MACKINTOSH RECREATIONAL AREA MASTER PLAN

burlington, north carolina

The design of this 20-acre park includes:

- Welcome Center
- Multi-purpose Center
- Picnic shelter
- Cove bridge
- Revolutionary War historic site
- Fishing pier
- Rental boat beach
- Boat launching ramps.
- Boat trailer parking areas.

MMPA also designed pathways along the edge of the lake to allow physically challenged citizens access to picnic, fishing and other activities. Significant soil erosion control measures were included due to primary watershed requirements.



CLIENT
Burlington Parks & Recreation

SERVICES
Architecture, Interiors
Engineering
Landscape Architecture

JOHN R. KERNODLE SENIOR ACTIVITIES CENTER

BURLINGTON RECREATION & PARKS DEPARTMENT

burlington, north carolina

This 15,000 square foot senior activities center includes multipurpose rooms, a nutrition site, meeting rooms, and administrative offices. The building incorporates low maintenance materials in an attractive yet functional architecture.

This facility offers an array of activities for all senior adults including an exercise facility and classrooms.





CLIENT
City of Burlington

SERVICES
Architecture, Engineering

COMPLETION
2007

AQUATICS CENTER COMPLEX BURLINGTON CITY PARK burlington, north carolina

The Aquatics Center Complex includes a fabric enclosure that provides year-round operation of the pool (completed in the Fall of 2007). A 2,000 square foot bathhouse provides changing and support areas for the Aquatics Center.

The pool includes a “zero entry” section and six competition lanes. The pool utilizes a continuous stainless steel gutter system and was provided by Paddock Pools.



Alamance County

Our team's Parks & Recreation experience combined with our familiarity and longstanding relationship with Alamance County is a unique blend that will deliver a project that will exceed your expectations.

Some examples of our recent experience in designing shelters and basic infrastructure include:

- Burlington Aquatics Complex (Burlington, NC)
- Burlington City Park (Burlington, NC)
- Burlington Splash Pad (under construction, Burlington, NC)
- Davidson Park (Burlington, NC)
- Kernodle Senior Center (Burlington, NC)
- Lake Mackintosh (Burlington, NC)
- Springwood Park (Burlington, NC)

We have an outstanding track record of performing under budget and on schedule with on all of our public projects. Our close proximity in Greensboro also allows us to manage this project from a proactive "hands-on" approach.





STAFF REPORT

SUBJECT:	ONEIDA MILLS FINANCING RESOLUTION
PREPARED BY:	FRANKIE MANESS, CITY MANAGER

REQUESTED ACTION:

Approve a resolution providing approval of a multifamily housing facility to be known as Oneida Mill Lofts in the City of Graham, North Carolina and the financing thereof with the Burlington Housing Authority's multifamily mortgage revenue note in an amount not to exceed \$8,000,000.

BACKGROUND/SUMMARY:

The developers of the Oneida Mill Lofts are requesting the consent of the City of Graham to allow the Burlington Housing Authority to issue tax-exempt multifamily housing (private activity) bonds. The jurisdiction of the Burlington Housing Authority extends up to ten miles outside of the city limits of the City of Burlington, including the City of Graham, so long as the City of Graham consents to the exercise of such powers by the Burlington Housing Authority within the borders of the City.

The Burlington Housing Authority is also requesting that the City approve the Bonds to allow the financing to meet a requirement of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), which addresses the issuance of private activity bonds. The Code requires that the "applicable elected representative" of both the jurisdiction of the bond issuer (the Burlington City Council) and the jurisdiction in which the bond-financed project is located (in this case, the Graham City Council) adopt approval resolutions after the issuer (BHA) holds a public hearing following reasonable public notice. The Burlington Housing Authority held a public hearing regarding the Bonds on August 6, 2015. The Burlington City Council passed its approval resolution on August 18, 2015.

FISCAL IMPACT:

None. The City of Graham is not pledging its credit, revenues or taxing power and issuance will not affect the City's debt ratio.

STAFF RECOMMENDATION:

Approval. The City of Graham or the Graham Housing Authority could also issue the bonds on behalf of the development but neither agency has the resources or expertise to efficiently manage the process.

SUGGESTED MOTION(S):

I move we approve the resolution providing approval of a multifamily housing facility to be known as Oneida Mill Lofts in the City of Graham, North Carolina and the financing thereof with the Burlington Housing Authority's multifamily mortgage revenue note in an amount not to exceed \$8,000,000.

RESOLUTION PROVIDING APPROVAL OF A MULTIFAMILY HOUSING FACILITY TO BE KNOWN AS ONEIDA MILL LOFTS IN THE CITY OF GRAHAM, NORTH CAROLINA AND THE FINANCING THEREOF WITH THE BURLINGTON HOUSING AUTHORITY'S MULTIFAMILY MORTGAGE REVENUE NOTE IN AN AMOUNT NOT TO EXCEED \$8,000,000

WHEREAS, the City Council of the City of Graham (the "City") met in Graham, North Carolina at 7:00 p.m. on the 1st day of September, 2015; and

WHEREAS, the Burlington Housing Authority (the "Authority"), a public body and body corporate and politic organized and operating pursuant to the North Carolina Housing Authorities Law, Article 1 of Chapter 157 of the General Statutes of North Carolina, as amended (the "Act"), has tentatively agreed to issue its multifamily mortgage revenue note in an amount not to exceed \$8,000,000 (the "Note"), for the purpose of financing the acquisition of the Oneida Mills cotton mill and the renovating and equipping therein by Pumpkin Hill Mill, LLC, a North Carolina limited liability company (the "Borrower"), or an affiliate or subsidiary thereof, of a mixed income multifamily residential rental facility to be known as Oneida Mill Lofts (the "Development"); and

WHEREAS, the Development will consist of approximately 134 units, located on an approximately 6.8 acre site at 219 West Harden Street in the City of Graham, Alamance County, North Carolina; and

WHEREAS, pursuant to Section 157-39.1 of the Act, the jurisdiction of the Authority extends to up to ten miles outside the city limits of the City of Burlington, including the City of Graham, so long as the City of Graham consents to the exercise of such powers by the Authority within the borders of the City of Graham; and

WHEREAS, the City of Graham acknowledges that the acquisition of Oneida Mill and the renovation thereof into affordable housing will satisfy a need for affordable housing within the City of Graham, and further the City of Graham desires to consent to the issuance by the Authority of the Note to finance the Development within the borders of the City of Graham; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that any notes issued by the Authority for the Development may only be issued after approval of the plan of financing by the City following a public hearing with respect to such plan; and

WHEREAS, on August 6, 2015, the Authority held a public hearing with respect to the issuance of the Note to finance, in part, the Development (as evidenced by the Certificate and Summary of Public Hearing attached hereto) and has requested the City to approve the issuance of the Note as required by the Code; and

WHEREAS, the City has determined that approval of the issuance of the Note is solely to satisfy the requirement of Section 147(f) of the Code and shall in no event constitute an endorsement of the Note or the Development or the creditworthiness of the Borrower, nor shall such approval in any event be construed to obligate the City of Graham, North Carolina for the payment of the principal of or premium or interest on the Note or for the performance of any pledge, mortgage or obligation or agreement of any kind whatsoever which may be undertaken by the Authority, or to constitute the

Note or any of the agreements or obligations of the Authority an indebtedness of the City of Graham, North Carolina, within the meaning of any constitutional or statutory provision whatsoever;

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

1. The City Council hereby consents to and approves the issuance by the Authority of its multifamily mortgage revenue note to provide financing for the acquisition, rehabilitation and equipping of the Development within the jurisdiction of the City of Graham.

2. The proposed mixed income housing development consisting of the acquisition, rehabilitation and equipping of the Development described above in the City of Graham, Alamance County, North Carolina by the Borrower and the issuance of the Authority’s multifamily mortgage revenue note therefor in an amount not to exceed \$8,000,000 are hereby approved for purposes of Section 147(f) of the Code. The Mayor is hereby authorized to execute such approval certificates as may be required to evidence the City’s approval of the issuance of the Note for purposes of Section 147(f) of the Code.

3. This resolution shall take effect immediately upon its passage.

Council member _____ moved the passage of the foregoing resolution and Council member _____ seconded the motion, and the resolution was passed by the following vote:

Ayes: Council members _____

Nays: _____

Not voting: _____

CERTIFICATION

I, Darcy Sperry, City Clerk of the City of Graham, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council for the City of Graham, North Carolina, in regular session convened on September 1, 2015, the reference having been in Minute Book _____, and recorded in full in Resolution Book _____, Pages _____.

WITNESS my hand and the corporate seal of the City of Graham, North Carolina, this the ____ day of September, 2015.

City Clerk

(SEAL)

RESOLUTION PROVIDING APPROVAL OF A MULTIFAMILY HOUSING FACILITY TO BE KNOWN AS ONEIDA MILL LOFTS IN THE CITY OF GRAHAM, NORTH CAROLINA AND THE FINANCING THEREOF WITH THE BURLINGTON HOUSING AUTHORITY'S MULTIFAMILY MORTGAGE REVENUE NOTE IN AN AMOUNT NOT TO EXCEED \$8,000,000

WHEREAS, the City Council of the City of Burlington (the "City") met in Burlington, North Carolina at 7:00 p.m. on the 18th day of August, 2015; and

WHEREAS, the Burlington Housing Authority (the "Authority"), a public body and body corporate and politic organized and operating pursuant to the North Carolina Housing Authorities Law, Article 1 of Chapter 157 of the General Statutes of North Carolina, as amended (the "Act"), has tentatively agreed to issue its multifamily mortgage revenue note in an amount not to exceed \$8,000,000 (the "Note"), for the purpose of financing the acquisition of the Oneida Mills cotton mill and the renovating and equipping therein by Pumpkin Hill Mill, LLC, a North Carolina limited liability company (the "Borrower"), or an affiliate or subsidiary thereof, of a mixed income multifamily residential rental facility to be known as Oneida Mill Lofts (the "Development"); and

WHEREAS, the Development will consist of approximately 134 units, located on an approximately 6.8 acre site at 219 West Harden Street in the City of Graham, Alamance County, North Carolina; and

WHEREAS, pursuant to Section 157-39.1 of the Act, because the Development will be located within the city limits of the City of Graham, North Carolina, the City Council of the City of Graham must also approve the issuance of the Note for the financing of the Development, and the Borrower has requested the City of Graham to give such approval; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that any notes issued by the Authority for the Development may only be issued after approval of the plan of financing by the City following a public hearing with respect to such plan; and

WHEREAS, on August 6, 2015, the Authority held a public hearing with respect to the issuance of the Note to finance, in part, the Development (as evidenced by the Certificate and Summary of Public Hearing attached hereto) and has requested the City to approve the issuance of the Note as required by the Code; and

WHEREAS, the City has determined that approval of the issuance of the Note is solely to satisfy the requirement of Section 147(f) of the Code and shall in no event constitute an endorsement of the Note or the Development or the creditworthiness of the Borrower, nor shall such approval in any event be construed to obligate the City of Burlington, North Carolina for the payment of the principal of or premium or interest on the Note or for the performance of any pledge, mortgage or obligation or agreement of any kind whatsoever which may be undertaken by the Authority, or to constitute the Note or any of the agreements or obligations of the Authority an indebtedness of the City of Burlington, North Carolina, within the meaning of any constitutional or statutory provision whatsoever;

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

1. The proposed mixed income housing development consisting of the acquisition, rehabilitation and equipping of the Development described above in the City of Graham, Alamance County, North Carolina by the Borrower and the issuance of the Authority's multifamily mortgage revenue note therefor in an amount not to exceed \$8,000,000 are hereby approved for purposes of Section 147(f) of the Code. The Mayor is hereby authorized to execute such approval certificates as may be required to evidence the City's approval of the issuance of the Note for purposes of Section 147(f) of the Code.

2. The approvals set forth in this resolution shall become effective upon approval of the Development and the financing described herein by the City Council of the City of Graham, North Carolina.

3. This resolution shall take effect immediately upon its passage.

Council member Kathy Hykes moved the passage of the foregoing resolution and Council member Jim Butler seconded the motion, and the resolution was passed by the following vote:

Ayes: Council members Ronnie Wall, Celo Faucette, Robert Ward, Jim Butler and Kathy Hykes

Nays: None _____

Not voting: None _____

CERTIFICATION

I, Renee M. Ward, City Clerk of the City of Burlington, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council for the City of Burlington, North Carolina, in regular session convened on August 18, 2015.

WITNESS my hand and the corporate seal of the City of Burlington, North Carolina, this the 18th day of August, 2015.

(SEAL)



Renee M. Ward

City Clerk



STAFF REPORT

SUBJECT:	SURPLUS CITY PROPERTY (FORMER MID-STATE MAGIC PROPERTY)
PREPARED BY:	FRANKIE MANESS, CITY MANAGER

REQUESTED ACTION:

Consider offer to purchase City property (former Mid-State Magic Property)

BACKGROUND/SUMMARY:

The City acquired the subject 5.5 acre property in 2009 for the purpose of a public-private partnership to construct a sports complex. In August 2011, the City Council agreed to an asking price of \$72,500 per acre. The City enlisted the services of a commercial broker in 2014 and established a listing price of \$332,000. An offer to purchase has now been made in the amount of \$175,000.



FISCAL IMPACT:

The City would realize a loss of about \$175,000 if the offered price is accepted and a sale is completed. A market analysis of the property from 2014 suggested a sale price between \$300,000-\$330,000.

STAFF RECOMMENDATION:

Offer not be accepted.

SUGGESTED MOTION(S):

- I move we do not accept the offer and authorize the City Manager to seek or negotiate higher offers.
- I move we accept the offer and advertise for upset bids as well as declare the subject property as surplus.

§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between Trafficking Services, Inc. DBA Rapid Transit, NC Corporation ("Buyer"), and NC Municipal ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": (Address) 431 E. Interstate Service Road

Plat Reference: Lot(s) 073, Block or Section 0201, Alamance County, consisting of 5.547 acres.

[X] If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: 146703; and, (ii) some or all of the Property, consisting of approximately 5.547 acres, is described in Deed Book 2799, Page No. 0979, County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ 175,000.00 (b) "Purchase Price" shall mean the sum of One Hundred Seventy-Five Thousand Dollars, payable on the following terms:

\$ 2,500.00 (i) "Earnest Money" shall mean Two Thousand, Five Hundred Dollars or terms as follows:

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with Pittman & Steele, PLLC (name of person/entity with whom deposited), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.



This form jointly approved by: North Carolina Bar Association, North Carolina Association of REALTORS®, Inc. Buyer Initials SPB Seller Initials

STANDARD FORM 580-T Revised 7/2013 © 7/2015

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ 148,750.00 (ii) **Proceeds of a new loan** in the amount of One Hundred Forty-Eight Thousand, Seven Hundred Fifty Dollars for a term of 25 years, with an amortization period not to exceed 30 years, at an interest rate not to exceed 6.000 % per annum with mortgage loan discount points not to exceed _____ % of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

\$ _____ (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ _____ (iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ _____ and evidenced by a note bearing interest at the rate of _____ percent (_____ %) per annum, and a current payment amount of \$ _____. The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before _____. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

\$ 23,750.00 (v) **Cash, balance of Purchase Price**, at Closing in the amount of Twenty-Three Thousand, Seven Hundred Fifty Dollars.

Buyer Initials PRG _____ Seller Initials _____

(c) **"Closing"** shall mean the date and time of recording of the deed. Closing shall occur on or before _____ or within 30 days of the approval process and loan commitment process whichever is the latter .

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 11:59pm (based upon time at the locale of the Property) on _____ October 30, 2015 .

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) **"Broker(s)"** shall mean:
_____ NAI Piedmont Triad Commercial ("Listing Agency"),
_____ Howard Hawks ("Listing Agent" - License # _____)
Acting as: Seller's Agent; Dual Agent
and _____ NAI Piedmont Triad Commercial ("Selling Agency"),
_____ Robert M. Lewis ("Selling Agent"- License # 137233)
Acting as: Buyer's Agent; Seller's (Sub) Agent; Dual Agent

(g) **"Seller's Notice Address"** shall be as follows:
P.O. Box 357
Graham, NC 27253
except as same may be changed pursuant to Section 12.

(h) **"Buyer's Notice Address"** shall be as follows:
Ryan Butcher P.O. Box 617 Burlington, NC 27216

except as same may be changed pursuant to Section 12.

(i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:

Buyer Initials DRB _____ Seller Initials _____

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following:

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple marketable and insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before October 30, 2015, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Section 1(b)(ii) by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

Page 4 of 8

Buyer Initials ORB Seller Initials _____

STANDARD FORM 580-T

Revised 7/2013

© 7/2015

Rapid Transit

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not - "Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at or before Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.

(e) Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the

Buyer Initials RB Seller Initials _____

Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until Closing has taken place.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 13. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

None

Buyer Initials CRB Seller Initials _____

Note: For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

Seller represents that the regular owners' association dues, if any, are \$ _____ per _____ .

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

EIFS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

Buyer Initials SB Seller Initials _____

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

BUYER:

SELLER:

Individual

Individual

Date: _____

Date: _____

Date: _____

Date: _____

Business Entity

Business Entity

Trafficking Services, Inc.
(Name of Entity)

City of Graham, N. C.
(Name of Entity)

By: David Ryan Butcher

By: _____

Name: David Ryan Butcher

Name: _____

Title: President

Title: _____

Date: 08-24-15

Date: _____

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

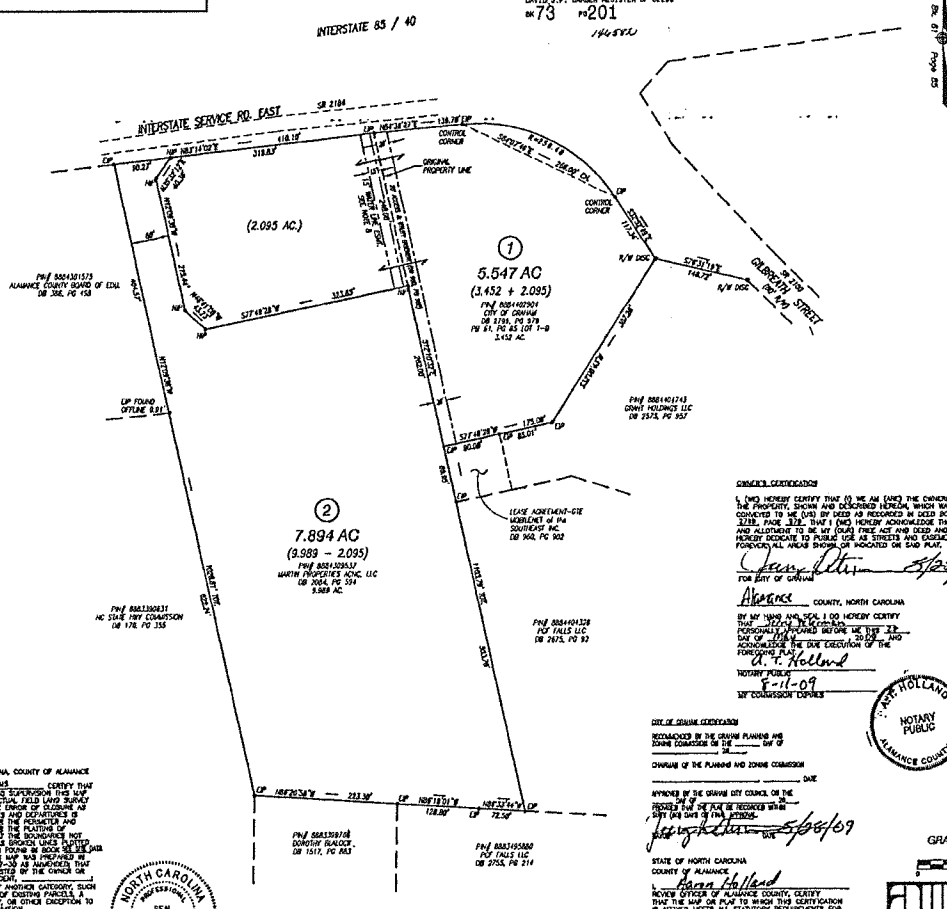
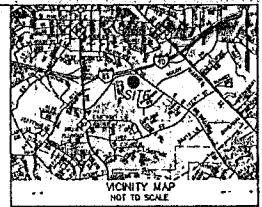
(Name of Firm)

Date: _____

By: _____

Exhibit A

Doc. 25 0126440001 PLAT 001
Recorded: 05/29/2009 at 10:14:47 AM
FILED IN: DEEDS
COUNTY: ALAMANCE REGISTER OF DEEDS
BOOK 73 PAGE 201



- Site Data**
- 1) Acreage in Lot 1: 5.547 Acres
The Parcel Information File (PIF) for 0884400004
Cof. Doc. 0-13-08
Deed Reference: DB 2794, Pg. 878 (PG. 81, PG. 83 LOT 1-4)
Zone: 1-2
(As of the date of this survey)
 - 2) Acreage in Lot 2: 7.894 Acres
The Parcel Information File (PIF) for 0884300007
Cof. Doc. 0-13-08
Deed Reference: DB 2024, Pg. 504
Zone: 1-2
(As of the date of this survey)
 - 3) Subject properties are NOT in a floodplain area as determined by FEMA.

- General Notes**
- 1) All distances are horizontal ground distances unless otherwise noted.
 - 2) This plat is subject to any facts that may be disclosed by a full and accurate title search.
 - 3) This survey may not show all of the setbacks or setbacks on lot front by any zoning department or any other governing bodies for the subject property.
 - 4) The location and/or existence of utility service lines and underground utilities on or in the property surveyed are unknown and are not shown as a part of this boundary survey.
 - 5) The property shown herein is subject to all easements of record affecting same.
 - 6) No gaspipe monuments found within 2000' of subject property.
 - 7) Areas calculated by coordinates.
 - 8) Lot 2 shall be given a cross access easement to the interstate Service Rd. by crossing Lot 1. The express and implied easement shall be given up with the acquisition of Lot 1 shall be made available to Lot 2 within the development of the Lot 1 project.

OWNER'S CERTIFICATION

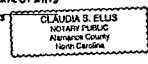
I (WE) HEREBY CERTIFY THAT (I) WE AM (ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH WAS CONVEYED TO ME (US) BY DEED AS RECORDED IN DEED BOOK 7328, PAGE 332. THAT I (WE) HEREBY ACKNOWLEDGE THIS PLAN AND ALIGNMENT TO BE MY (OUR) FREE ACT AND DEED AND DO HEREBY DECREE TO PUBLIC USE AS STREETS AND EASEMENTS FOREVER, ALL AREAS SHOWN OR INDICATED ON THIS PLAN.

Jeanette Little 5/22/09
FOR THE CITY OF GRAHAM
Alamance County, North Carolina
BY: *Alamance*
NOTARY PUBLIC
8-11-09
BY COMMISSION EXPIRES

OWNER'S CERTIFICATION

I (WE) HEREBY CERTIFY THAT (I) WE AM (ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH WAS CONVEYED TO ME (US) BY DEED AS RECORDED IN DEED BOOK 7328, PAGE 332. THAT I (WE) HEREBY ACKNOWLEDGE THIS PLAN AND ALIGNMENT TO BE MY (OUR) FREE ACT AND DEED AND DO HEREBY DECREE TO PUBLIC USE AS STREETS AND EASEMENTS FOREVER, ALL AREAS SHOWN OR INDICATED ON THIS PLAN.

Martin Properties Acnc, LLC
FOR MARTIN PROPERTIES ACNC, LLC
Alamance County, North Carolina
BY: *Martin Properties Acnc, LLC*
NOTARY PUBLIC
3-30-11
BY COMMISSION EXPIRES



CITY OF GRAHAM CERTIFICATION
RECOMMENDED BY THE GRAHAM CITY COUNCIL ON THE PRESENTED PLAN OF REVISIONS WITHIN THE CITY OF GRAHAM ON MAY 22, 2009.
CHAIRMAN OF THE PLANNING AND ZONING COMMISSION
DATE

Jeanette Little 5/22/09
FOR THE CITY OF GRAHAM

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE
NOTARY OFFICER OF ALAMANCE COUNTY CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS ATTACHED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDATION.

Alan C. Holland
NOTARY OFFICER
5-22-09
DATE

FINAL PLAT
RECOMBINATION OF THE PROPERTY OF
CITY OF GRAHAM
AND
MARTIN PROPERTIES ACNC, LLC
GRAHAM TOWNSHIP ALAMANCE COUNTY, NORTH CAROLINA
SCALE: 1" = 100'



alley, williams, carmen & king, inc.
Engineering Architecture Surveying
740 Chapel Hill Road P.O. Box 1179
Burlington, N.C. 27216 336/226-5534
Firm's Engineering License No. F-0201 JOB NO. 09038
DATE: MAY 28, 2009 COMP. DRAW. 09038bas.dwg

SUBSCRIBER'S CERTIFICATE
STATE OF NORTH CAROLINA, COUNTY OF ALAMANCE
I, M. HEATH WILLIAMS, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION THIS MAP WAS DRAWN FROM AN ACTUAL FIELD LAND SURVEY MADE BY ME OR THE DEEDS OF COURSE AS CALLED FOR BY THE PERMITS AND DEPARTMENTS OF THE STATE OF NORTH CAROLINA AND THE PLAT OF THE BOUNDARIES NOT SHOWN ON THIS MAP WAS PROVIDED BY ME IN ACCORDANCE WITH G.S. 17-10 AS AMENDED THAT THE SURVEY WAS CONDUCTED BY ME OR BY MY DULY AUTHORIZED AGENT. THAT THIS SURVEY IS OF AN OPEN OUTDOOR CLASS AS THE RECOMBINATION OF EXISTING PARCELS, A COMPOUNDED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.
WITNESSED MY HAND AND SEAL, THIS 22nd day of MAY, 2009.



LEGEND
EPA EXISTING IRON PIPE
MPO NEW IRON PIPE
X CALCULATED POINT
B RIGHT OF WAY DIST

ZONING DEPARTMENT OFFICE CERTIFICATION
TO APPROVE RECORDING UNDER ARTICLE VI, SECTION 10-236 of the DEVELOPMENT ORDINANCE OF THE CITY OF GRAHAM.
Alan C. Holland
ZONING DEPARTMENT OFFICER
PLUMBER



STAFF REPORT

SUBJECT:	CODE OF ORDINANCES AMENDMENTS - DISTANCE
PREPARED BY:	NATHAN PAGE – CITY PLANNER

REQUESTED ACTION:

Amend Code of Ordinance to change the residence restriction for volunteer firefighters from one mile to two miles from city limits.

BACKGROUND/SUMMARY:

The attached Amendment to the Code of Ordinances is proposed due to a popular vote of the firefighters, who determined that the current restriction on a volunteer firefighter’s residence reduces the potential pool of employees.

FISCAL IMPACT:

There are no anticipated fiscal impacts from this amendment.

STAFF RECOMMENDATION:

Approval.

SUGGESTED MOTION(S):

I move the Ordinance to Amend Chapter 2, Division 4 of the Code of Ordinances.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAHAM,
AMENDING CHAPTER 2, DIVISION 4 OF THE CODE OF ORDINANCES OF THE
CITY OF GRAHAM, NORTH CAROLINA**

- **DIVISION 4. - VOLUNTEER FIREFIGHTERS**

- **Sec. 2-275. - Membership qualifications; benefits generally.**

(a) All **volunteer** members of the city fire department shall be residents of the city or reside within **two miles** of the city limits. A **volunteer** firefighter moving outside the city limits or the **two-mile** limit must resign from the fire department unless he requests a hearing before a committee consisting of the mayor, city manager and fire chief. This committee, appointed by the city council, has the authority to determine if the firefighter is eligible to remain a member of the fire department. Decisions made by the committee shall be final. Applicants must be 18 years of age, of good character, and have a doctor's report attesting to their physical fitness.

(b) Any firefighter who shall have served the fire department for ten years shall be eligible for honorary membership.

(c) Any firefighter, active or retired, with 20 years service shall receive all the following benefits in acknowledgment of, and in grateful appreciation of, his devotion to public service:

(1) North Carolina Firemen's Fraternal Life Insurance dues and North Carolina Firemen's Pension Fund dues will be paid by the city.

(2) He shall have a life appointment to the position of honorary firefighter.

(3) He shall have a free city firefighter tag.

(d) Full-time firefighters shall also receive benefits as may be provided by the city for regular employees.

- **Sec. 2-276. - Compensation.**

(a) Each year in the budget, the city council shall make an appropriation to the fire department for **volunteer** firefighter's fees.

(b) This sum is to be paid to each member for attendance at fires, trainings and meetings. The fees shall be distributed at the end of each November.

(c) With the exception of the full-time chief, the above shall apply to full-time firefighters when on call back duty only.

- **Sec. 2-277. - Records.**

The treasurer of the fire department shall keep a record of the funds and disbursements thereof, relating to **volunteer** firefighters, received from sources other than city appropriations, which shall be open to inspection by the city manager at all times.

- **Sec. 2-278. - Dismissal for failure to meet training requirement.**

At the end of the calendar year, any **volunteer** firefighter who has failed to meet the 36-hour training requirement required by the state shall be dismissed from the fire department.