City Council Meeting Regular Session Agenda Tuesday, March 5, 2019 7:00 P.M.



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

# 1. Consent Agenda:

- a. Approval of Minutes February 5, 2019 Regular Session
- b. Approval of Tax Releases & Refunds
- c. Appoint Russell Compton to the Historical Museum Advisory Board with a term to expire June 30, 2022
- d. Appoint Bonnie Hutchinson to the Tree Board with a term to expire June 30, 2020
- e. Approve Audit Contract with Stout Stuart McGowen & King, LLP
- f. Approve Resolution of Commendation and Appreciation to Officer Todd Land for his service to the City of Graham and Awarding him his Badge and Service Sidearm
- g. Approve Resolution to Amend the Regional Geographic Information System Agreement
- h. Approve Resolution Authorizing Conveyance of 2004 Ford Crown Victoria to Alamance Community College Pursuant to G.S. 160A-274
- i. Approve Request from Graham United Methodist Church to close the 100 block of East Market Street on Saturday, April 13, 2019 from 9:00 a.m. - 4:00 p.m. for a Community Easter "Egg"stravaganza Event
- j. Approve Request by Mary Faucette to close the 100 block of West Elm Street on May 18, 2019 from 10:00 a.m. 8:00 p.m. for the second annual Love Graham event
- k. Approve Request from Brian Faucette to close the 100 & 200 blocks of West Elm Street on May 4, 2019 from 4:00 p.m. – 11:00 p.m. for the Grown-Up Egg Hunt. Alternative date May 11, 2019
- Approve Request from Brian Faucette to close the 100 blocks of West Elm Street and East Elm Street on June 22, 2019 from 12:00 p.m. – 9:00 p.m. for Slice of Summer. Alternative date June 29, 2019
- m. Approve Request from Brian Faucette to close the 100 block of East Elm Street on October 25, 2019 from 8:00 a.m. 10:00 p.m. and the 100 block of West Elm Street from 4:00 p.m. 10:00 pm. for the Pumpkin Bash. Alternative date November 1, 2019
- n. Approve Request from Brian Faucette to close the 100 block of West Elm Street from 5:00 p.m. 11:30 p.m. on May 23<sup>rd</sup>, June 27<sup>th</sup>, July 25<sup>th</sup>, August 22<sup>nd</sup>, September 12<sup>th</sup> and September 26<sup>th</sup> for the 2019 Thursday at Seven Concert Series. Alternative dates for 2019 May 28, 30; June 4, 6, 11, 13, 18, 20, 25; July 2, 9, 11, 16, 18, 23, 30; August 1, 6, 8, 13, 15, 20, 27, 29; September 3, 5, 10, 17, 19, 24; October 1, 3, 8, 10

# 2. Old Business:

- a. Public Private Partnership (P3) East Interstate Service Road Development:
  Consider options to proceed
- b. <u>Public Hearing</u>: Woody Signature (CR1803). Request from Brian Wise to rezone property located at 919 and 957 Woody Drive from R-18 to C-R (GPIN 8884821071, 8884825405)

# 3. Recommendations from Planning Board:

a. <u>Quasi-Judicial Public Hearing</u>: Kronbergs Campground (SUP1901). Application by Chuck Talley for a Special Use Permit to permit a Commercial Campground with up to 75 Recreational Vehicle spots upon site (GPIN 8894743697)

# 4. Presentation from Jai Baker - Allied Churches Executive Director

# 5. Better Block Trailer:

a. Adopt Resolution of Commitment

# 6. Issues Not on Tonight's Agenda

# CITY OF GRAHAM REGULAR SESSION TUESDAY, FEBRUARY 5, 2019 7:00 P.M.

The City Council of the City of Graham met in regular session at 7:00 p.m. on Tuesday, February 5, 2019, in the Council Chambers of the Municipal Building located at 201 South Main Street.

Council Members Present:	Also Present:
Mayor Jerry Peterman	Frankie Maness, City Manager
Mayor Pro Tem Lee Kimrey	Aaron Holland, Assistant City Manager
Council Member Griffin McClure	Darcy Sperry, City Clerk
Council Member Chip Turner	Keith Whited, City Attorney
Council Member Melody Wiggins	Mary Faucette, Downtown Development Coordinator
	Alexa Powell, City Planner
	Brian Faucette, Recreation & Parks Director

Mayor Jerry Peterman called the meeting to order and presided at 7:00 p.m. Graham Fire Department Chaplain Darryl Peebles gave the invocation and everyone stood to recite the Pledge of Allegiance.

# **Consent Agenda:**

# Sandra King – Proclamation of Commendation and Appreciation for 25 years 6 months service to the City of Graham

Mayor Peterman and City Manager Frankie Maness presented Mrs. Sandra King with a Proclamation of Commendation and Appreciation as well as a gift from the City of Graham. Mrs. King thanked both gentlemen.



## John Andrews – Proclamation of Commendation and Appreciation for 29 years 7 months service to the City of Graham

Mayor Peterman and City Manager Frankie Maness presented Mr. Johnny Andrews with a Proclamation of Commendation and Appreciation as well as a gift from the City of Graham. Mr. Andrews thanked everyone and said it had been a wonderful experience working for the City.



### Consent Agenda:

- a. Approval of Minutes January 8, 2019 Special Session
- b. Approval of Minutes January 17, 2019 Special Session
- c. Amend motion for City Attorney services from the January 17, 2019 Special Session to reflect contract approval at the February 5, 2019 City Council meeting
- d. Tax Releases

RELEASE ACCOUNTS				
FEBRU	ARYC	COUNCIL MEETING		AMOUNT
ACCT #	YEAR	NAME	REASON FOR RELEASE	RELEASED
666586	2017	RAMIREZ, MARIA	MOBILE HOME LISTED FOR WRONG YEAR	74.03
665817	2018	LIDL US OPERATIONS	FINAL VALUE CORRECTIONS	2,406.38

### e. Tax Collector's Mid-Year Report

	City of G P. O. Drawer 201 South Mai Graham, North Car Tel: (336) 570-6700 / Fao	r 357 n Street rolina 27253	3	
	MID YEAR RE January 30, 2			
	TOTAL PROPERTY VALUATION	RATE		AMOUNT OF LEVY
TAX LEVY - CITY WIDE	1,076,915,481	0.455%		4,899,975.23
DISCOVERIES:				
CURRENT YEAR & PRIOR YEARS WITH VARIOUS TAX RATES	5,991,288			27,246.73
ANNEXATIONS:	776,244			3,246.89
ABATEMENTS:	(2,741,513)			(12,530.14)
CURRENT LEVY	1,080,941,500			4,917,938.71
OUTSTANDING REAL PROP OUTSTANDING PERSONAL				244,366.61 85,684.56
TOTAL OUTSTANDING TAX	ES			330,051.17
CURRENT YEAR TAXES COL	LECTED:			4,587,887.54
TO DATE, THE PERCENT OF	CURRENT YEAR COLLEC	CTED:		93.29%
I REQUEST THAT THE DATE ALAMANCE NEWS. COST FO WILL BE CHARGED ONE TIN	OR ADVERTISING WILL B	RTISEMENT C E \$4.00 PER F	ON MARC ARCEL A	H 14, 2019 IN THE DVERTISED AND
Submitted by Sandy P. Callaha	n, Tax Collector			

# f. Tax Collector's Debt Set-Off Report

Mayor Peterman asked Council Members if they would like to pull any of the items from the Consent Agenda. Council Member Griffin McClure asked to pull item "c".

Council Member Chip Turner made a motion to approve items "a", "b", "d", "e" and "f" on the Consent Agenda, seconded by Council Member Melody Wiggins. All voted in favor of the motion.

Council Member McClure asked for clarification of item "c". Mayor Peterman explained that the motion he made during the January 17-18, 2019 Special Session with regards to voting on the new City Attorney contract included a February 4, 2019 date, when in fact it should have been February 5, 2019.

Council Member McClure made a motion to approve item "c" on the Consent Agenda, seconded by Council Member Wiggins. All voted in favor of the motion.

# **Old Business:**

# a. Approve contract with Robert Ward & Bryan Coleman to provide City Attorney services

City Attorney Keith Whited explained that the contract for attorney services is changing from a parttime employee agreement to contract services, or vendor agreement. It contains standard insurance provisions and Council's requirements for 20 hours per week at the agreed upon annual rate of \$78,000.

Following a brief discussion between Council Members regarding provisions for education, mileage and/or severance by either party, Council Member Wiggins made a motion to approve the contract with Robert Ward and Bryan Coleman to provide City Attorney services. Council Member Turner seconded the motion and all voted in favor of the motion.

# b. Downtown Associate Community Program:

*i.* Approve Resolution of Commitment

# *ii.* Approve Resolution Designating Coordinating Entity

Downtown Development Coordinator Mary Faucette recapped last month's presentation and reminded Council of their questions to her at that meeting. Staff is requesting approval to submit an application, including signing a Resolution of Commitment to the NC Main Street & Rural Planning Center to Participate in the Downtown Associate Community Program and signing a Resolution Identifying the Coordinating Entity for the Local Downtown Associate Community Program. Mrs. Faucette added the City would commit a minimum of \$5,000 annually for up to three years as well as dedicate staff time if selected to participate in the Downtown Associate Community program. Additionally, Mrs. Faucette explained that Council will have to designate a coordinating entity if they choose to move forward with application to this program.

Council Members and staff briefly discussed defining the downtown area and the creation of an advisory board before Mayor Pro Tem Lee Kimrey made a motion to approve signing the following Resolution of Commitment to the NC Main Street & Rural Planning Center to Participate in the Downtown Associate Community Program. Council Member McClure seconded the motion and all voted in favor of the motion.

Council Member McClure made a motion to approve signing the following Resolution to Designate the Downtown Development Coordinator as the Coordinator for the Local Downtown Associate Community Program, seconded by Council Member Wiggins. All voted in favor of the motion.



# c. Public Private Partnership (P3) – East Interstate Service Road Development: i. Approve Resolution Adopting Statement of Critical Need on City-Owned Property in the City of Graham, North Carolina

City Planner Alexa Powell reminded Council that at last month's meeting, she presented Council with an opportunity to enter into a Public Private Partnership (P3). The property identified by staff is the City owned property located on East Interstate Service Road. She added that at last month's meeting, there was a request to hold off on voting on this agenda item as someone expressed the desire to be allowed to submit an offer to purchase the property from the City.

City Manager Frankie Maness advised Council that just this afternoon, he did receive an offer to purchase the property. He added that staff has not had time to fully analyze the offer and is not prepared to make a recommendation to Council. Mr. Maness informed Council that the offer is for \$225,000, which is about \$100,000 less than what the City has invested in the property. Mr. Maness advised Council that researching the offer and proceeding with a P3 Partnership could be worked on concurrently.

Council Members and staff discussed a variety of factors including, but not limited to, request for qualifications, P3 Partnerships in other cities, upfront costs incurred by the City and other projects such as Lidl and the Children's Museum that the City has worked on. With no further comments forthcoming, Mayor Peterman asked if anyone from the audience would like to speak on this matter.

Mr. Gary Renigar of 3600 Spanish Oak Hill Road Snow Camp and Mr. Rick Hurlocker of Saxapahaw stepped forward to address Council. Mr. Renigar informed Council that the purchase offer presented to the City for the property being discussed is on behalf of Mr. Hurlocker. Mr. Hurlocker stated that he appreciates the opportunity, would like to grow his business and own the property the business sits on.

Mrs. Jennifer Talley of 808 Sideview Street Graham stepped forward to express concern with taxpayer money being spent on a building should the City choose to move forward with the P3 Partnership.

Council Members and staff discussed the possibility of an agreement by which the City would subordinate the land. Mayor Pro Tem Kimrey, Council Member Turner and Council Member McClure expressed concern with moving forward with the P3 Partnership without having a specific plan or Request for Qualifications in place before voting. Council Member Wiggins stated that she would like to see Council take some action to pursue what Council may want. Mr. Maness asked Council Members if it would help to see a Request for Qualifications draft. They agreed that it would help.

Mayor Peterman made a motion to not adopt the Resolution Adopting Statement of Critical Need to Enter into a Public-Private Partnership to Develop a Spec Building on City-Owned Property in The City of Graham, North Carolina, seconded by Council Member McClure. All voted in favor of the motion.

Mayor Peterman then charged the staff move forward with the following and provide an update at the March Council meeting:

- Mr. Hurlocker's offer
- Put a draft on the table for the P3 Partnership
- A plan to subordinate the property

Consensus was given by Council.

# **Recommendations from Planning Board:**

# a. <u>Public Hearing</u>: Woody Signature (CR1803). Request from Brian Wise to rezone property located at 919 and 957 Woody Drive from R-18 to C-R (GPIN 8884821071, 8884825405)

Assistant City Manager Aaron Holland explained the request and advised that at the request of the applicant, this item was tabled by the Planning Board until their scheduled February meeting.

Mayor Peterman opened the Public Hearing. With no comments forthcoming, Council Member Wiggins made a motion to continue the Public Hearing, seconded by Council Member Turner. All voted in favor of the motion.

# Graham Regional Park Universal Playground:

# b. Award Contract for the Graham Regional Park Universal Playground Restrooms, Picnic Shelter and Parking Lot Lighting to Stonewall Construction

Recreation Director Brian Faucette explained that the universal playground has been in the plans for this park since day one in some degree. He added that beginning 2016, staff has been involved with a small group of educators from the Alamance Burlington School System who work mainly with children with special needs. From these meetings, this playground has been designed. Late in 2016, the City applied for a Connect NC Bond and in May of 2017, the City was awarded that grant in the amount of \$500,000 to build this playground. Council has set aside an additional \$350,000 for this playground. In December 2018, the City received bids and asks that Council award the contract to Stonewall Construction for this phase of construction.

Following a general discussion between Council and staff, Council Member Wiggins made a motion to award the contract for the Graham Regional Park Universal Playground restrooms, picnic shelter and parking lot lighting, with the sidewalk deduct, to Stonewall Construction of Burlington and authorize the Mayor, City Manager, City Attorney and City Clerk to execute the contract on behalf of the City. Council Member Turner seconded the motion and all voted in favor of the motion.

# Audit Presentation:

Ms. Patricia Rhodes of Stout Stuart McGowen & King LLP spoke about the City's audit report for Fiscal Year 2017-2018. Ms. Rhodes spoke favorably about the arrangement that the City maintains with Becky Loy of Cobb Ezekiel Loy & Company. She further stated that all operating funds yielded a surplus for the year, no findings were found and the City received an unmodified opinion – the cleanest and best opinion one can receive. Ms. Rhodes added that there were no difficulties or disagreements with management during this audit.

On behalf of the Council, Mayor Peterman expressed his appreciation to Ms. Rhodes, Ms. Loy, Finance Director Sandra King, Tax Collector Sandy Callahan and Mr. Maness for their efforts.

# Issues Not on Tonight's Agenda:

Mr. Jason Cooke of 1895 Challenge Drive Graham and Mr. Chris Foust of 1851 South Main Street Graham stepped forward and read a prepared statement on behalf of the majority of the Graham Volunteer Firemen. Mr. Cooke stated that while the majority of this group wanted the new Fire Chief to be a qualified internal candidate, they will continue to do the job they signed up for and will support the incoming chief.

Mr. Whited thanked Council for allowing him to serve the City and recognized them and their predecessors for doing a great job. Council Members took time thanking Mr. Whited for his service.

Mr. Maness introduced Mrs. Julianne Cordon as the City's new Finance Officer.

Council Member Kimrey informed Council that he has received concerns regarding the City's current 30 minute restriction with loading zones. He would like to see staff look into possibly extending the time. Mayor Peterman asked Mr. Maness to look at our Ordinance.

Council Member Wiggins commended Mr. Faucette and Historical Museum Advisory Board Chair Elaine Murrin for securing a \$5,000 grant for the museum.

At 8:29 p.m. Mayor Pro Tem 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 RELEASE ACCOUNTS

# MARCH COUNCIL MEETING

<u>ACCT #</u>	YEAR	NAME	REASON FOR RELEASE	AMOUNT <u>RELEASED</u>
579881	2018	STEWART, STEVE GORDON	BOAT SOLD	23.63

TOTAL RELEASES 23.63

26.61

# CITY OF GRAHAM REFUNDS

## MARCH COUNCIL MEETING

			REFUND
ACCT # YEAR	NAME	<b>REASON FOR REFUND</b>	AMOUNT

579881 2017 STEWART, STEVE GORDON BOAT SOLD

TOTAL REFUNDS 26.61





# 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: **\*Applications will be kept on file for 3 years** 

By mail: City of Graham, Attn: City Clerk, PO Drawer 357, Graham, NC 27253 By email: dsperry@cityofgraham.com By Fax: (336)570-6703 For qu

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

Alamance County Library Committee (2 years)	Graham Housing Authority (5 years)
Alcohol Beverage Control (3 years)	Graham Sports Hall of Fame (6 years)
Appearance Commission (3 years)	Historic Resources Commission (4 years)
Board of Adjustment (3 years)	Planning Board (3 years)
Canine Review Board (3 years)	Recreation Commission (3 years)
🔀 Graham Historical Museum (3 years)	Tree Board (3 years)

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

Personal Information
Name: _ RUSSELL COMPTON
Mailing Address: 313 Holt Ave Graham, NC 27253
Home Address (if different)
Home Phone: 336-212-0616 Work Phone:
Employer: <u>Retired</u> Position:
Email Address russcom 313@g mail. Com
Civic Involvement (please list the names of civic organizations in which you hold current membership):
Please list any work, volunteer, and/or educational experience that you would like us to consider
Volunteer as Historical Museum "tour guide"
Why do you wish to serve the City in this capacity?
I have an interest in local Mistory and presenting
I have an interest in local History and presenting it in a way that would be interesting and inclusing of the many stories in our sity.

# **City of Graham**

# Page 13 of 88 RECEIVED FEB 2 5 2019 CITY OF GRAHAM

# **Volunteer Board and Commission Application**

The following application is used by the City Council to screen individuals interested in serving on a City advisory board or commission. To ensure that your application will receive full consideration, please answer all questions completely. For more information and details about each board, visit www.cityofgraham.com/government/boards



Name Bonnie L. Hutchinson Home Address City, State, Zip 213 North Melville St. Graham, NC 27253

Cell Phone 336-260-6863Alternate Phone NODo you live inside the city limits of Graham? YES

Email Address livingspace@mac.com

Mailing Address same

Do you live inside the city limits of Graham? YES

Are you applying for reappointment to a board of commission on which you are currently serving? NO

If yes, for which board or commission are applying for reappointment:

For new appointments, select the board(s) and/or commission(s) for which you would like to be considered (you may select more than one):

TREE BOARD (3 years)

Why do you wish to serve the City in this capacity? Describe the experience, skills, and abilities that you would contribute: I have a Master's degree in Landscape Architecture from NC State and almost twenty years of experience as a local landscape designer. I currently serve as horticulturist for a nearby municipality where I have worked for the past eight years. My knowledge includes extensive horticultural experience, knowledge of best practices in landscape management from a commercial and municipal perspective as well as a thorough understanding of visual design of the landscape.

1

# **City of Graham**

# **Volunteer Board and Commission Application**

# Employment

### Employer/Company Name/Address

- 1. City of Burlington
  - 234 East Summit Avenue Burlington, NC 27215
- 2. Living Space Home & Garden
  - 213 North Melville St. Graham, NC 272523

### Job Title and Description of Responsibilities

1. Horticulturist, City of Burlington

From spring 2011 to spring of 1018 I managed and designed the seasonal color palettes for the 103 planters in the Downtown Planter Project. I currently design and select plant material, including trees and hardscape, as well as recommend best maintenance practices for various city areas.

2. Owner/Designer, Living Space Home & Garden

Private designer/consultant for residential or commercial areas.

# **Civic Involvement**

<u>Please list the names of civic and volunteer organizations in which you currently hold</u> <u>membership and your position with that organization.</u>

None currently but I served on the Graham Appearance Commission prior to 2007.

Thank you for your interest in the City of Graham's advisory boards and commissions. Submit this application by email to: dsperry@cityofgraham.com, in person to: City Clerk's Office at 201 South Main Street, or by mail to: Attn: City Clerk P.O. Drawer 357, Graham, NC 27253 Applications will be kept on file for 3 years



# **STAFF REPORT**

SUBJECT:	AUDIT CONTRACT
PREPARED BY:	FRANKIE MANESS, CITY MANAGER

#### **REQUESTED ACTION:**

Approve the Audit Contract with Stout, Stuart, McGowen & King, LLP

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

The Local Government Budget and Fiscal Control Act requires that all units of local government "have its accounts audited as soon as possible after the close of each fiscal year by a certified public accountant..." The City is approaching its fifth year of a new method of financial reporting and auditing due to growing concern in local government regarding auditor independence. Formerly our auditors prepared our financial statements as well as provided auditing services. Under this new arrangement, the City's former auditors, Cobb, Ezekiel, Loy & Company, P.A, will assist Staff with audit preparation and financial reporting and Stout, Stuart, McGowen & King, LLP, will provide a "true audit" of the results.

#### FISCAL IMPACT:

The fee stipulated in the contract is \$20,000 which is \$250 greater than a year ago.

#### **STAFF RECOMMENDATION:**

Approval

#### SUGGESTED MOTION(S):

I move we approve the Audit contract with Stout, Stuart, McGowen & King, LLP.

# STOUT STUART M<sup>c</sup>GOWEN & KING llp

February 19, 2019

Certified Public Accountants

Advisors to Management Mr. Jerry Peterman, Mayor City of Graham

Graham, North Carolina

#### Dear Mayor Peterman:

We are pleased to confirm our understanding of the services we are to provide City of Graham for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Graham as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Graham's basic financial statements. Such information, although not a part of the basic financial statements, if required by the Government Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Graham's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

2) Law Enforcement Officers' Special Separation Allowance Schedule of Changes in Total Pension Liability

3) Law Enforcement Officers' Special Separation Allowance Schedule of Total Pension Liability as a Percentage of Covered Payroll

4) Other Postemployment Benefits Schedule of Changes in Total OPEB Liability and Related Ratios

5) Local Government Employees' Retirement System Schedule of Proportionate Share of Net Pension Liability

6) Local Government Employees' Retirement System Schedule of Contributions

7) Firefighters' and Rescue Squad Workers' Pension Plan Schedule of Proportionate Share of Net Pension Liability

Member of PCPS, The AICPA Alliance For CPA Firms

Mailing Address: P.O. Box 1440 Burlington, NC 27216-1440

Street Address: 1233 South Church Street Burlington, NC 27215

336-226-7343 fax 336-229-4204 www.ssmkllp.com e-mail: ssmk@ssmkllp.com We have also been engaged to report on supplementary information other than RSI that accompanies City of Graham's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal and State awards.
- 2) Combining and individual fund financial statements and schedules.

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Graham and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Graham. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Graham is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

## Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation

of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from your about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements, and other responsibilities required by generally accepted auditing standards.

### Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Graham's compliance with provisions of applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Management Responsibilities**

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible to the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are also responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience, evaluate the adequacy and results of those services; and accept responsibility for them.

## Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Graham; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of STOUT STUART McGOWEN & KING LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to grantor agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of STOUT STUART McGOWEN & KING LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the grantor agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately June 1, 2019 and to issue our reports no later than October 31, 2019. Patricia B. Rhodes is the engagement partner and is responsible for supervising the engagement and signing the report. Our fee for these services will be at \$20,000 in accordance with our audit contract dated February 19, 2019.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2017 peer review accompanies this letter.

We appreciate the opportunity to be of service to City of Graham and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

STOUT STUART ME GOWEN & KING LLP

**RESPONSE:** 

This letter correctly sets forth the understanding of City of Graham.

By:

Title:

Date:



Building Extraordinary Relationships

December 15, 2017

# **REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL**

To the Partners of Stout, Stuart, McGowan & King, LLP and the Peer Review Committee of the North Carolina Association of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Stout, Stuart, McGowan & King, LLP (*the firm*) in effect for the year ended June 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (*Standards*).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <u>www.aicpa.org/prsummary</u>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

## Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### **Required Selections and Considerations**

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and audits of employee benefit plans.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Page Two

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Stout, Stuart, McGowan & King, LLP in effect for the year ended June 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies) or fail*. Stout, Stuart, McGowan & King, LLP has received a peer review rating of pass.

), Alordano : Caron Luc

Whisman, Giordano & Associates, LLC Newark, Delaware

The	Governing Board
	City Council
of	Primary Government Unit
	City of Graham
and	Discretely Presented Component Unit (DPCU) (if applicable)

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name
	STOUT STUART MCGOWEN & KING, LLP
	Auditor Address
	P.O. Box 1440, Burlington, NC 27216-1440

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Audit Report Due Date
	06/30/19	10/31/19
		Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

**County and Multi-County Health Departments**: The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on

eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified*). The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 12).

10. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

If the OSA designates certain programs to be audited as major programs, as discussed in Item 2, a turnaround document and a representation letter addressed to the OSA shall be submitted to LGC Staff.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

17. Special provisions should be limited. Please list any special provisions in an attachment.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

19. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

21. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

22. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

23. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

24. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

25. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx.

28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

### FEES FOR AUDIT SERVICES

For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter, but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8, 9, and 12 for details on other allowable and excluded fees.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.

#### PRIMARY GOVERNMENT FEES

Primary Government Unit	City of Graham
Audit	\$20,000.00
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$ 15,000.00

#### DPCU FEES (if applicable)

Discretely Presented Component Unit	
Audit	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$

#### SIGNATURE PAGE

#### **AUDIT FIRM**

Audit Firm	
STOUT STUART MCGOWEN & KING, LLP	
Authorized Firm Representative (typed or printed) Patricia B. Rhodes	Signature R. R. R. R.L.
Date	Email Address
02/19/19	pbrhodes@ssmkllp.com

#### **GOVERNMENTAL UNIT**

Governmental Unit	
City of Graham	
Date Primary Government Unit Governing Boar	d Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))
Mayor/Chairperson (typed or printed)	Signature
Jerry Peterman	
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") Jerry Peterman	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE (Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer (typed or printed)	Signature
Julianne Cordon	
Date of Pre-Audit Certificate	Email Address
	jcordon@cityofgraham.com

### SIGNATURE PAGE – DPCU (complete only if applicable)

## DISCRETELY PRESENTED COMPONENT UNIT

DPCU	
Date DPCU Governing Board Approved Audit	Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

# DPCU – PRE-AUDIT CERTIFICATE

(Pre-audit certificate not required for charter schools)

# Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)	Signature	
Date of Pre-Audit Certificate	Email Address	

Remember to print this form, and obtain all required signatures prior to submission.

PRINT



# A Resolution of Commendation and Appreciation to Officer Michael Todd Land for His Service to the City of Graham and Awarding Him His Badge and Service Sidearm

WHEREAS, Officer Michael Todd Land diligently served City of Graham Police Department from August 10, 1989, to January 31, 2019; and

WHEREAS, Michael Todd Land retired as a Police Officer from the City of Graham on January 31, 2019, with 29 years 6 months of service; and

WHEREAS, his wisdom, care, dedication in the areas of patrol, training and crime prevention has commanded the utmost respect from his colleagues and peers; and

WHEREAS, G.S. 20-187.2 provides that retiring members of municipal law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service with the municipality; and

WHEREAS, G.S. 20-187.2 provides that the governing body of the municipal law enforcement agency may, in its discretion, award to a retiring member the service sidearm of such retiring member; and

WHEREAS, it is the desire of the City Council to extend their deepest appreciation to Michael Todd Land for the excellent time and service he had afforded the citizens of Graham and his fellow employees.

**NOW, THEREFORE, BE IT RESOLVED** by The City County of the City of Graham, North Carolina that: Michael Todd Land be commended for his outstanding public service to the City of Graham.

**BE IT FURTHER RESOLVED THAT:** The City Manager or his designee is hereby authorized in accordance with the provisions of G.S. 20-187.2 to transfer to Michael Todd Land, the badge worn by him during his service with the Graham Police Department and his service sidearm, a Glock .45 caliber, Model 21, Serial # GFZ489

This the 5<sup>th</sup> day of March, 2019.

Jerry Peterman, Mayor City of Graham



SUBJECT:	AMENDING GIS AGREEMENT
PREPARED BY:	FRANKIE MANESS, CITY MANAGER

#### **REQUESTED ACTION:**

Approve Resolution to Amend the Regional Geographic Information System Agreement.

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

In 2001 the Cities and Burlington and Graham along with the Town of Elon entered into a Regional Geographic Information System (ReGIS) Agreement. Referred to simply as our "mapping system", this partnership affords employees and citizens access to geographical information such as parcel data, location of utilities, zoning, garbage routes, flood plains, etc...

The resolution seeks to extend the agreement through FY 2022-2023.

#### FISCAL IMPACT:

It is anticipated that the cost for the upcoming fiscal year will be about \$71,000. The City, by itself, could not provide the same level of service for less.

#### **STAFF RECOMMENDATION:**

Approval. The utilization and dependence on our GIS is apparent in nearly all departments of the City. The system established through our partnership is robust and gives us access to information and technology that would otherwise be unattainable.

#### SUGGESTED MOTION(S):

I move we adopt the Resolution to Amend the Regional Geographic Information System Agreement.

#### RESOLUTION TO AMEND THE REGIONAL GEOGRAPHIC INFORMATION SYSTEM (ReGIS) AGREEMENT

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes authorizes units of local government to enter into contracts or agreements with each other in order to execute joint undertaking; and

WHEREAS, on August 14, 2001, the City of Burlington (hereinafter, "City"), and City of Graham and Town of Elon (hereinafter, "Partners") entered into a Regional Geographic Information System (ReGIS) Agreement; and

WHEREAS, the City and Partners have a continued compelling and mutual interest in developing and maintaining accurate and current electronically-retrievable geographic information about themselves and their extraterritorial planning jurisdictions; and

WHEREAS, the City and Partners recognize that at this time, neither Partner can afford to individually develop and maintain efficiently and effectively, a GIS for themselves; and

WHEREAS, the City and Partners recognize that a regional GIS benefits their citizens by improving the efficiency and effectiveness of local government and enhancing the regional economic competitiveness of the individual municipal corporations; and

WHEREAS, the City and Partners want to ensure continued cooperation and mutual support for a successful and cost effective implementation of GIS-related management information systems,

WHEREAS, the current ReGIS Agreement will expire at the end of the fiscal year 2018-2019; and

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

<u>Section 1</u>: Item 2 of the Regional Geographic Information System (ReGIS) Agreement—"Duration of Agreement"— be amended to extend the agreement through fiscal year 2022-2023.

Section 2: This resolution will take effect upon passage of identical resolutions by all ReGIS Partners.

#### Adopted this 5th day of March, 2019, by the City Council of the City of Graham, North Carolina.

Jerry Peterman, Mayor City of Graham

Attest

#### STATE OF NORTH CAROLINA CITY OF BURLINGTON

#### REGIONAL GEOGRAPHIC INFORMATION SYSTEM (ReGIS) AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the CITY OF BURLINGTON, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "City"), and the CITY OF GRAHAM and the TOWN OF ELON (hereinafter collectively referred to as "Partners").

#### WITNESSETH:

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes authorizes units of local government to enter into contracts or agreements with each other in order to execute joint undertaking; and

WHEREAS, the City and Partners have a compelling and mutual interest in continuing to develop and maintain accurate and current electronically-retrievable geographic information; and

WHEREAS, the City and Partners recognize that the regional GIS will continue to benefit their citizens by improving the efficiency and effectiveness of local government and enhancing the economic competitiveness of the area; and

WHEREAS, the City and Partners recognize that at this time neither Partner can afford to individually develop and maintain an entire GIS for themselves; and

WHEREAS, the City has committed to maintaining a GIS for its incorporated and extraterritorial area; and

WHEREAS, the City and Partners want to continue to ensure cooperation and mutual support for a successful and cost effective GIS-related management information systems.

NOW, THEREFORE, be it understood and agreed by City and Partners as follows:

1. PURPOSE:

The purpose of this agreement is to continue with the partnership that will maintain geographic data, develop GIS services and establish regional GIS standards.

2. DURATION OF AGREEMENT:

This agreement shall be in effect from fiscal year 2019-2020 through fiscal year 2022-2023, providing for an annual cost-sharing arrangement. Any party may terminate its participation in this joint effort by giving six (6) months written notice to all other parties of its intent to terminate, to take effect commencing with the following fiscal year.

- ESTABLISHMENT OF THE JOINT EFFORT: Pursuant to N.C.G.S. 160A-461, the governing body of each participating governmental unit must approve this agreement.
- 4. APPOINTMENT OF PERSONNEL:

All GIS personnel working on behalf of the City or the Partners will be hired and appointed by the City.

5. DUTIES OF PERSONNEL:

A GIS Administrator will oversee the collection and maintenance of all geographic data within the regional GIS, as well as oversee the development of all GIS-related management information systems. The GIS Administrator will also have primary responsibility for the completion of daily GIS tasks on behalf of the City.

A GIS Specialist will assist in the collection and maintenance of all geographic data with the regional GIS, as well as assisting in the development of GIS-related management information systems. The GIS Specialist will also have primary responsibility for the completion of daily GIS tasks on behalf of the Partners.

The Administrator and Specialist will work together and with other appropriate area personnel to develop and enforce GIS standards required for efficient operation of the regional GIS.

- 6. FINANCING:
  - (a) A GIS Administrator's salary and benefits will be funded wholly by the City.
  - (b) Capital improvement costs necessary to the GIS Administrator will be funded wholly by the City.
  - (c) A GIS Specialist's salary and benefits will be wholly reimbursed to the City by the Partners according to the following percentages which are based upon the estimated number of parcels within each jurisdiction's corporate limits:

City of Graham	72%	(6,173 parcels)
Town of Elon	28%	(2,365 parcels)

- (d) Capital improvement costs necessary to the GIS Specialist will be wholly reimbursed to the City by the Partners according to the percentages outlined in section 6(c).
- (e) Capital improvement costs necessary for the maintenance or collection of geographic data and the development of GIS services will be funded by the City or reimbursed to the City by the Partners according to the following percentages which are based on the estimated parcels within their respective corporate limits:

City of Burlington	71%	(21,446 parcels)
City of Graham	21%	(6,173 parcels)
Town of Elon	8%	(2,365 parcels)

- (f) Miscellaneous costs (e.g. supplies, travel, memberships) will be divided according to the percentages outlined in section 6(e).
- (g) All apportionment percentages listed in sections 6(c) and 6(e) will be reviewed in March of each year and adjusted annually for the following fiscal year budgetary purposes based on actual parcel numbers.
- (h) The City will bill on a quarterly basis and the partners will make payment on a quarterly basis for their pro rata share of the services covered in this agreement.
7. PERSONAL PROPERTY:

All personal property purchased under this agreement shall be owned by the City and shall be retained by the City upon the expiration or termination of this agreement.

- 8. METHOD OF AMENDING THE AGREEMENT: This agreement may be amended with the mutual agreement of all parties hereto.
- 9. METHOD OF TERMINATING THE AGREEMENT: This agreement may be terminated by any party giving six (6) months written notice to all other parties of such intent, to take effect commencing with the following fiscal year.

(Seal)	CITY OF BURLINGTON		
ATTEST:	By: Mayor		
City Clerk	Date:		
(Seal)	CITY OF GRAHAM		
ATTEST:	By: Mayor		
City Clerk	Date:		
(Seal)	TOWN OF ELON		
ATTEST:	By: Mayor		
Town Clerk	Date:		



SUBJECT:	DONATION OF SURPLUS POLICE CAR TO ACC
PREPARED BY:	JEFF PRICHARD, CHIEF OF POLICE

#### **REQUESTED ACTION:**

Approve Resolution Authorizing Conveyance of A 2004 Ford Crown Victoria to Alamance Community College Pursuant to G.S. 160A-274.

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

The Police Department has a 2004 Ford Crown Victoria that has been deemed surplus due to age and mechanical condition. The City has attempted to sell the car via public auction where the car failed to get a bid. Alamance Community College has requested that the City consider donating the vehicle so it can be used by the Basic Law Enforcement Training Academy for recruit training.

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

#### **FISCAL IMPACT**

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

#### **STAFF RECOMMENDATION:**

Approval.

#### SUGGESTED MOTION(S):

I move we approve the Resolution Authorizing Conveyance of A 2004 Ford Crown Victoria to Alamance Community College Pursuant to G.S. 160A-274.

## RESOLUTION AUTHORIZING CONVEYANCE OF A 2004 FORD CROWN VICTORIA TO ALAMANCE COMMUNITY COLLEGE PURSUANT TO G.S. 160A-274

**WHEREAS**, the City of Graham owns a 2004 Ford Crown Victoria, Inventory #124, VIN# 2FAHP71W24X169542; and

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

**WHEREAS**, the City of Graham has determined that it is in the best interest of the City to convey a 2004 Ford Crown Victoria to Alamance Community College, and deems it wise to do so for no consideration.

## THEREFORE, THE GRAHAM CITY COUNCIL RESOLVES THAT:

1. The City of Graham hereby conveys to Alamance Community College the following property: A 2004 Ford Crown Victoria, Inventory #124, VIN# 2FAHP71W24X169542.

2. The property herein described shall be conveyed for no consideration.

3. The City Manager, Finance Officer and City Clerk are authorized to execute all documents necessary to convey the property in the manner authorized by this Resolution.

Adopted this 5th day of March 2019.

Mayor Jerry Peterman

Attest:



# First United Methodist Church Graham, NC

February 4, 2019

Graham City Council Members,

First UMC Graham will be hosting a community Easter "Egg"stravaganza event on Saturday, April 13 from 11-1pm at the church (303 North Main Street). The church would like to request that East Market Street be closed from 9am-4pm to accommodate our activity area (games & inflatables). 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 H. Goder

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



## **CERTIFICATE OF LIABILITY INSURANCE**

Page 41 PATE(MM/DD/YYYY) 02/04/2019

CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND,	AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES TE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the If SUBROGATION IS WAIVED, subject to the terms and conditions of th this certificate does not confer rights to the certificate holder in lieu of s	e policy, certain policies may require an endorsement. A statement on
PRODUCER	CONTACT Jessica M Shellenberger
Church Mutual Insurance Company	PHONE 1-800-554-2642 Option 1 FAX (A/C, No): 855-264-2329
3000 Schuster Lane	ADDRESS:
P.O. Box 357	INSURER(S) AFFORDING COVERAGE NAIC #
Merrill WI 54452	INSURER A : Church Mutual Insurance Company 18767
INSURED FIRST UNITED METHODIST CHURCH GRAHAM ALAMANCE	INSURER B :
COUNTY NORTH CAROLINA INC	INSURER C :
303 N MAIN ST	INSURER D :
	INSURER E :
GRAHAM NC 27253-2838	INSURER F :
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER: /E 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 ED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
INSR ADDL SUBR	POLICY EFF POLICY EXP
LTR         TYPE OF INSURANCE         INSD         WVD         POLICY NUMBER           X         COMMERCIAL GENERAL LIABILITY         V <td>EACH OCCURRENCE \$ 2,000,000</td>	EACH OCCURRENCE \$ 2,000,000
CLAIMS-MADE X OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	MED EXP (Any one person) \$ 10,000
A Y 0088176-02-017925	08/01/2017 08/01/2020 PERSONAL & ADV INJURY \$ 2,000,000
	GENERAL AGGREGATE \$ 5,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000
	COMBINED SINGLE LIMIT \$
AUTOMOBILE LIABILITY ANY AUTO	COMBINED SINGLE LIMIT \$ (Ea accident) BODILY INJURY (Per person) \$
OWNED SCHEDULED	BODILY INJURY (Per accident) \$
AUTOS ONLY AUTOS HIRED NON-OWNED	PROPERTY DAMAGE c
	(Per accident) \$
UMBRELLA LIAB OCCUR	EACH OCCURRENCE \$
EXCESS LIAB CLAIMS-MADE	AGGREGATE \$
DED RETENTION \$	\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	PER OTH- STATUTE ER
	E.L. EACH ACCIDENT \$
(Mandatory in NH)	E.L. DISEASE - EA EMPLOYEE \$
If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedu Evidence of liability insurance for a permit for closing of Market Street between I Event on April 13, 2019 from 11am to 1pm. Commercial General Liability Addition policy. SAAP 558 - A225	lorth Main and Marshall Streets, Graham, NC for a Easter Egg Extravaganza
	CANCELLATION
CITY OF GRAHAM PO BOX 357	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
	Onning Shallowharm
GRAHAM NC 272530357	Jessica Shellenberger
	© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



## STAFF REPORT

SUBJECT:	CLOSURE OF THE 100 BLOCK OF WEST ELM STREET FOR THE SECOND ANNUAL LOVE GRAHAM EVENT
PREPARED BY:	MARY FAUCETTE, DOWNTOWN DEVELOPMENT COORDINATOR

#### **REQUESTED ACTION:**

Closure of the 100 block of West Elm on Saturday May 18, 2019 from 10a – 8p for the second annual Love Graham event.

#### BACKGROUND/SUMMARY:

The second annual Love Graham event is proposed to take place downtown on May 18, 2019 from 12Noon -6p. The event will be comprised of arts and craft vendors, busker bands, a main stage, food trucks and a beer garden. The Graham Police Department will send a similar request to NCDOT for the closure of the 100 block of North Main Street for the event.

New in 2019 is the convergence of the event Love Graham becoming a co-hosted event with the City of Graham along with members from the original committee.

#### FISCAL IMPACT:

N/A

#### **STAFF RECOMMENDATION**:

Approve

#### SUGGESTED MOTION(S):

I make a motion to approve the closure of the 100 block of West Elm Street on Saturday, May 18, 2019 from 10am – 8pm for the second annual Love Graham event.



# **STAFF REPORT**

SUBJECT:	ROAD CLOSURES FOR GRPD PROGRAMS IN DOWNTOWN GRAHAM
	PROGRAM & RAIN DATES FOR: GROWN-UP EGG HUNT – SLICE OF SUMMER – PUMPKIN BASH – THURSDAY AT SEVEN CONCERT SERIES
PREPARED BY:	BRIAN FAUCETTE, DIRECTOR OF RECREATION AND PARKS

## **REQUESTED ACTION:**

The Recreation and Parks Department requests the following street closures for downtown programs in 2019:

**Grown-Up Egg Hunt**: closure of the 100 and 200 blocks of West Elm St. on May 4<sup>th</sup> from 4pm-11pm. We also request approval of the same road closure from 4pm-11pm on May 11<sup>th</sup> for an alternative date.

**Slice of Summer**: closure of the 100 blocks of West Elm St. and East Elm St., on June 22<sup>nd</sup> from 12pm-9pm. We also request approval of the same road closures from 12pm-9pm on June 29<sup>th</sup> for an alternative date.

**Pumpkin Bash**: closure of the 100 block of East Elm St. on October 25<sup>th</sup> at 8am and the 100 block of West Elm St., at 4pm; streets will re-open at 10pm. We also request the same closure as above on November 1<sup>st</sup> for an alternative date.

**Thursday at Seven Concert Series**: closure of the 100 block of W. Elm St. in downtown Graham on May 23<sup>rd</sup>, June 27<sup>th</sup>, July 25<sup>th</sup>, August 22<sup>nd</sup>, September 12<sup>th</sup>, & September 26<sup>th</sup> for the 2019 Thursday at Seven Concert Series. All closures will begin at 5:00pm and re-open by 11:30pm. In the event a concert must be postponed, we also request the same closure as above on the following dates: May 28<sup>th</sup> & 30<sup>th</sup>; June 4<sup>th</sup>, 6<sup>th</sup>, 11<sup>th</sup>, 18<sup>th</sup>, 20<sup>th</sup> & 25<sup>th</sup>; July 2<sup>nd</sup>, 9<sup>th</sup>, 11<sup>th</sup>, 16<sup>th</sup>, 18<sup>th</sup>, 23<sup>rd</sup> & 30<sup>th</sup>; August 1<sup>st</sup>, 6<sup>th</sup>, 8<sup>th</sup>, 13<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 27<sup>th</sup> & 29<sup>th</sup>; September 3<sup>rd</sup>, 5<sup>th</sup>, 10<sup>th</sup>, 17<sup>th</sup>, 19<sup>th</sup> & 24<sup>th</sup> and October 1<sup>st</sup>, 3<sup>rd</sup>, 8<sup>th</sup> & 10<sup>th</sup>.

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

City Council has approved similar requested closures in past years with the exception of the request for the Grown-Up Egg Hunt. The Egg Hunt request is similar to last year's request with an expansion to the 200 block of West Elm St. across Maple St. GRPD staff and Graham Police Officers will continue to execute the closures and provide appropriate monitoring and security.

The Grown-Up Egg Hunt and the Thursday at Seven Concert Series may include the sale of alcohol through participating vendors, subject to ABC licensing requirements. However all events may include the consumption of beer and/or unfortified wine per State Law. As in past years, rain dates will give staff and vendors/bands the option to reschedule on days with possible inclement weather or when other issues arise.

## FISCAL IMPACT:

No fiscal impact to the City of Graham aside from the regularly budgeted program expenses.

#### STAFF RECOMMENDATION:

Staff recommends the following:

- Approving the closure of the 100 and 200 blocks of West Elm St. in downtown Graham on May 4<sup>th</sup> from 4pm-11pm for the Grown-Up Egg Hunt;
- Approving the closure of the 100 blocks of West Elm St. and East Elm St. on June 22<sup>nd</sup> (Alt. Date: June 29<sup>th</sup>) from 12pm-9pm for the Slice of Summer Festival;
- 3. Approving the closure of the 100 block of West Elm St. on October 25<sup>th</sup> (Alt. Date: November 1<sup>st</sup>) from 5pm-10pm and the 100 block of East Elm St. from 8am-11pm for the Pumpkin Bash;
- 4. Approving the closure of the 100 block of W. Elm St. in downtown Graham on May 23<sup>rd</sup>, June 27<sup>th</sup>, July 25<sup>th</sup>, August 22<sup>nd</sup>, September 12<sup>th</sup>, & September 26<sup>th</sup> for the 2019 Thursday at Seven Concert Series. All closures will begin at 5:00pm and re-open by 11:30pm. Staff also recommends approval for a 5:00pm-11:30pm closure for alternative dates of: May 28<sup>th</sup> & 30<sup>th</sup>; June 4<sup>th</sup>, 6<sup>th</sup>, 11<sup>th</sup>, 18<sup>th</sup>, 20<sup>th</sup> & 25<sup>th</sup>; July 2<sup>nd</sup>, 9<sup>th</sup>, 11<sup>th</sup>, 16<sup>th</sup>, 18<sup>th</sup>, 23<sup>rd</sup> & 30<sup>th</sup>; August 1<sup>st</sup>, 6<sup>th</sup>, 8<sup>th</sup>, 13<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 27<sup>th</sup> & 29<sup>th</sup>; September 3<sup>rd</sup>, 5<sup>th</sup>, 10<sup>th</sup>, 17<sup>th</sup>, 19<sup>th</sup> & 24<sup>th</sup> and October 1<sup>st</sup>, 3<sup>rd</sup>, 8<sup>th</sup> & 10<sup>th</sup>.

#### SUGGESTED MOTION(S):

I MAKE A MOTION TO APPROVE THE STAFF RECOMMENDED STREET CLOSURES FOR THE GROWN-UP EGG HUNT, SLICE OF SUMMER, PUMPKIN BASH AND THE THURSDAY AT SEVEN CONCERT SERIES.





Street closure for Slice of Summer & Pumpkin Bash

Street closure for Thursday at Seven Concert Series



## STAFF REPORT

SUBJECT:	E. INTERSTATE RD. PROPERTY OPTIONS
PREPARED BY:	ALEXA POWELL, PLANNER

#### **REQUESTED ACTION:**

Determine the best option for the City-owned parcel located on E. Interstate Rd. in Graham.

**Option 1:** Consider current offers on property. If the intention is to move forward with sale, then begin the upset bidding process while concurrently obtaining an appraisal to confirm property value.

**Option 2:** Review RFQ language for the P3. If the intention is to move forward with a P3, then adopt the critical need statement.

**Option 3:** Hold onto the property.

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

In 2009, the City of Graham acquired a 5.5 Acre parcel of land on E. Interstate Rd. in Graham. The City purchased the property for \$335,000. The tax value of the property is currently listed at \$250,000 and has been on the market for nine years.

In February, an offer in the amount of \$225,000 (\$213,750 net)

NACO BENERATOR BEREATORS BEREATORS D B LESS BEREATORS BE

was made. The City Manager requested additional time to review the offer in order to make an informed recommendation to Council. Subsequently another competing offer was made in the amount of \$240,000. Since putting the property up for sale, the City has received only one other offer in the amount of \$175,000 in 2014 for the property to be used for surface parking. City Council rejected this offer as the price was well below market value.

Alternatively, the City of Graham may wish to consider developing a spec building on the site through a Public Private Partnership (P3). Developing a spec building on this property is a proactive approach with the potential to deliver long-term financial, strategic, and economic community benefits in line with the goals of the 2035 Comprehensive Plan. Attached is a sample RFQ, as requested by Council, which outlines the terms for such an agreement including language that identifies the developer as solely responsible for all project costs and in which the City would be reimbursed for the cost of the land at the time of sale for an agreed upon purchase price.

Finally, City Council has the option of holding onto the property. The property would remain City-owned until such time that either an acceptable offer is received or another use is identified.

#### **FISCAL IMPACT:**

Option 1: Based on the property acquisition cost and the current offers acceptance of either would result in approximately a \$100,000 loss to the City. The State Constitution requires that the City receive adequate consideration in a sale.

Option 2: None. Based on the draft RFQ the developer would be required to contribute 100% of the total project cost with the City only responsible for contributing the land which would subsequently be repaid to the City at the time of sale at an agreed upon purchase price.

Option 3: None. Holding onto the property until such time that an acceptable offer is received or another use is identified.

#### **STAFF RECOMMENDATION:**

Staff recommends either Option 2: Submitting an RFQ for a P3 or Option 3: Holding onto the property until such time that an acceptable offer is received or another use is identified.

#### SUGGESTED MOTION(S):

Option 1: I move to approve the Resolution Authorizing Sale and Upset Bid Process for Property On E. Interstate Service Road.

Option 2: I move to adopt the Resolution Adopting Statement of Critical Need to Enter into a Public-Private Partnership to Develop a Spec Building on City-Owned property located on E. Interstate Rd. in Graham.

Option 3: I move to continue holding onto the property until such time that an acceptable offer is received or another use is identified.

#### RESOLUTION AUTHORIZING SALE AND UPSET BID PROCESS FOR PROPERTY ON E. INTERSTATE SERVICE ROAD

**WHEREAS**, the City of Graham ("City") owns certain real property located E. Interstate Service Road, which is more particularly described as GPIN #8884402904, Parcel ID: 146703 (the "Property");

WHEREAS, North Carolina General Statute § 160A-269 permits the City to sell property by upset bid, after receipt of an offer to purchase property; and

**WHEREAS**, the City received an offer from Martin Properties ACNC, LLC ("Martin Properties") to purchase the Property from the City for the amount of \$240,000; and

**WHEREAS**, The Privileges and Emoluments Clause of the State Constitution requires that a government receive adequate consideration when it conveys property.

#### THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAHAM RESOLVES THAT:

- 1. The City Council authorizes sale of the Property in accordance with the offer made by Martin Properties subject to the upset bid procedure provided in North Carolina General Statute § 160A-269.
- 2. The City Clerk, shall cause a notice of the proposed sale to be published. The notice shall describe the Property and the amount of the offer, and shall state the terms under which the offer may be upset.
- 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the City Clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
- 4. Martin Properties shall provide the City Clerk with a deposit in the amount of \$12,000.00, which may be made in cash, cashier's check, certified check or surety bid bond.
- 5. If a qualifying higher upset bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received.
- 6. To be a qualifying higher bid, an upset bid must raise the existing offer (or subsequent higher upset bid) by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
- 7. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made in cash, cashier's check, certified check or surety bid bond. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will credit the deposit of the final high bidder at closing.
- 8. The terms of the final sale are that:
  - a. The City Council must approve the final high bidder offer before the sale is closed, which it will do at the next regular meeting after the final upset bid period has passed; and
  - b. Bidders shall not attach any conditions to their bids.
  - c. The buyer must pay with cash at the time of closing.
- 9. The City reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Adopted this 5th day of March 2019.

Mayor Jerry Peterman

Attest:

## RESOLUTION ADOPTING STATEMENT OF CRITICAL NEED TO ENTER INTO A PUBLIC-PRIVATE PARTNERSHIP TO DEVELOP A SPEC BUILDING ON CITY-OWNED PROPERTY IN THE CITY OF GRAHAM, NORTH CAROLINA

**Whereas**, a 5.5 Acre industrial parcel located at East Interstate Road, Graham NC (GPIN: 8884402904), is owned by the City of Graham; and

**Whereas**, the General Assembly of North Carolina has authorized local municipalities to enter into Public Private Partnerships (P3) and otherwise has sanctioned appropriations for economic development purposes by the passage of HB 857 G.S. 143-64.31 and G.S. 158-7.1; and

**Whereas**, economic development within the City of Graham is a critical public purpose, the City Council recognizes a need to develop the above industrial parcel, in order to support the economic well-being of the community, attract new business prospects, maximize the use of existing public infrastructure, monetize underutilized public assets, increase the tax base, attract jobs, diversify the economy, and demonstrate sustainable growth; and

Whereas, it is determined by North Carolina Department of Commerce officials that a very high percentage of companies which consider locating in the State initially require an existing building as one of the criteria for localities which they will consider; and

**Whereas**, the City Council has chosen to enter into a Public Private Partnership instead of a traditional Design-Bid-Build method for the construction of the project in order to accelerate the timeline, maximize project costefficiency, share the financial risk, and engage technical experts to handle the complexities of this project; and

**Whereas**, the development of the above parcel is consistent with the adopted 2035 Comprehensive Plan and is in the public interest to diversify the local economy; and

**Whereas**, the Graham City Council has made a recommendation to pursue drafting language to publish a Request for Qualifications (RFQ) to enter into a Public-Private Partnership in order to develop an industrial building on the above property for the purpose of economic development; and

Adopted this, the 5th day of March, 2019 by the City Council of the City of Graham, North Carolina.

Gerald R. Peterman, Mayor

Darcy L. Sperry, City Clerk

Qualifications Questionnaire Request for Proposals By City of Graham For Private Developer Public Private Partnership

#### Scope of Work:

Create, develop and implement a Development Plan for 5.9 +/- acres on E. Interstate Service Road and construct a Building for the purposes of economic development, increasing the tax base, attracting jobs, and putting to use a parcel of surplus industrially zoned property, owned by the City of Graham.

The City of Graham's only financial commitment to the Developer of this Project is the subordination of the land. Upon the sale of the property, the Developer will agree to pay the City for the land. The purchase price of the land will be negotiated with the most qualified candidate and the terms will be outlined in the Development Agreement.

All Project costs will be borne by the Developer including all predevelopment work to prepare the Site. The Developer will be free to plan, design, and build out the property as they see fit in order to maximize their return on investment and insure the creation of a financially feasible Project. The Developer must abide by all Federal, State, and local laws in the development process.

#### **Introduction:**

The following questionnaire is designed to assist Proposers in responding to Section II.B. of the RFQ. Nothing in this questionnaire shall be construed to prevent the Proposer from attaching additional information not requested here, but which the Proposer believes responsive to the RFQ. Conversely, nothing in this questionnaire shall be construed as a waiver by the Owner from expecting any additional information from the Proposer not requested here, but otherwise requested in the RFQ.

## I. SECTION 1-- INSTRUCTIONS TO PROPOSERS

## A. DEFINITIONS

- 1. Private Developer (PD) any person who has entered into a development contract with a governmental entity under NC House Bill 857 who is assuming the risk of the actual delivery of the scope of work.
- 2. Owner the City of Graham (Graham)
- 3. Project all structures, buildings, site work, landscaping, or other improvement to real property of every kind and nature provided for or reasonably inferable from the Development Contract and Construction Documents published at the end of the design phase of the project.
- 4. Development Contract Any contract between a governmental entity and a Private Developer under NC House Bill 857, and as part of the contract, the Private Developer is required to provide at least fifty percent (50%) of the financing for the total cost necessary to deliver the project.
- 5. Project Designer the firm or firms of architects or engineers or both (and their consultants) which have been engaged to design the Project pursuant to a contract with the Private Developer or its Contractor under a Design-Build relationship (Hereinafter: the Design Contract).

## **B. SUMMARY**

- 1. The object of this Request for Qualifications (RFQ) is for the Owner to select a Private Developer (PD) to provide professional development services during the design and the construction of one or all of the Projects as described in this Request for Qualifications (RFQ).
- 2. The Development Contract will be performed in at least two phases. Phase I will include pre-construction phase services, project planning, financing procurement, design and the preparation and submission of the Development Contract. Phase II will include the award and management of numerous principal and specialty trade contracts for others to provide the actual construction of the Project. Because the PD will be providing only professional services for the benefit of the Owner, this procurement will be made in accordance with provisions of G.S. 143-64.31 which require that firms qualified to provide such services be selected on the basis of demonstrated competence and qualification for the type of

professional service required without regard to fee and thereafter negotiate a contract for those services at a fair and reasonable fee with the best qualified firm.

3. The Private Developer will be an integral member of the Project Team, consisting of representatives from the Owner, the Project Designer, and other consultants, as required. Generally, it will be the responsibility of the Private Developer to manage the overall project, manage the design, integrate the design and construction phases, utilizing his skills and knowledge of the development, design, financing and general contracting, to develop the project program, schedules; prepare detailed project cost estimates; study labor conditions; and, in any other way deemed necessary, to contribute to the delivery of the development of the project during the pre-construction/design phase.

During the construction phase, the PD will be responsible for effecting the financing and construction of the project within the Development Contract and providing all necessary construction services through Trade Contractors selected as hereinafter provided.

- 4. Upon selection of the PD firm by the Owner, the resulting Development Contract will authorize the PD to provide planning, financing and pre-construction phase services first, including without limitation the provision of a project plan, including all financial arrangements with approval by the Owner for final completion of the Project by the PD.
- 5. Subsequently, at the end of the pre-construction phase, and in accordance with the terms and conditions of this RFQ, the PD will ordinarily execute an amendment to the Development Contract to include the accepted project design, final project financing, construction and schedule ("the Project Plan") and to authorize the PD to receive bids and award trade contracts to accomplish the Project Plan.
- 6. All work performed under this Development Contract shall be in accordance with the General Conditions of the Development Contract hereinafter set as modified or supplemented by any Contract Amendments, Special Conditions, or other Contract Documents as listed hereinafter, any addenda, and other components of the Contract.
- 7. The Owner anticipates award of a contract with the successful Private Development firm upon completion of Development Contract negotiations.
- 8. In the event the Owner and the successful Private Development firm are unable to agree on the terms of the Development Contract, the Owner reserves the right to discontinue negotiations and to begin negotiations with the next best qualified firm.

## C. ISSUING OFFICE

1. The Issuing Office is The City of Graham, 201 South Main Street, Graham, NC 27253. All inquiries about the proposal or otherwise relating to forms should be directed to the City of Graham Planning Department, planner@cityofgraham.com.

#### D. PRE-PROPOSAL CONFERENCE

- 1. A Pre-Proposal Conference will be held as set forth in the foregoing Advertisement.
- 2. Attendance at the pre-proposal conference is **mandatory**.

## E. DUE DATE AND TIME

- One (1) original plus ten (10) copies (for a total of 11) of the Proposal must be received at the Issuing Office as set forth in the foregoing Advertisement in order to be considered. Submission of one (1) electronic copy in Adobe PDF format of the proposal either on a CD or a flash drive is also strongly encouraged, but does not substitute for the required written copies. Proposers are requested to clearly mark the "Original" set of the Proposal.
- 2. Each proposal shall be properly labeled with the date and time the proposals are due, the title of the project, and the name of the person, firm, or corporation making the proposal.
- 3. The Owner will evaluate the proposals as hereinafter provided.
- 4. Proposers mailing proposals shall allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.
- 5. LATE PROPOSALS CANNOT BE ACCEPTED. Proposals are to be delivered to the Issuing Office addressed to the Issuing Office and clearly designated as Proposal for this RFQ. The Owner recommends against use of mail or delivery services that will not guarantee delivery directly to this office. Proposals delivered to any other location will not be considered "received" until they arrive at the location specified above. This Owner will not waive delay in delivery resulting from need to transport a proposal from another location, or error or delay on the part of the carrier.

#### F. QUESTIONS AND INQUIRIES

1. Questions and inquiries shall be directed to the individual(s) referenced with the Issuing Office above. The Issuing Office will be open during normal business hours and business days.

## G. TERMINOLOGY

1. All references in this RFQ to the Private Developer, Proposer, Project Designer, and other person or persons are made relative to the singular person, male gender (e.g "he", "him", "his", etc.) These are intended only as generic terms relative to number and gender and are employed solely to simplify text and to conform with commonly used construction specifications language.

## H. SITE INVESTIGATION

1. By submitting a proposal, the Proposer acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Proposer to acquaint himself with the available information will not relieve him from responsibility for estimating properly the cost of successfully providing the services required. The Owner shall not be responsible for any conclusions or interpretations made by the Proposer of the information made available by the Owner.

## I. EVALUATION PROCEDURE

- 1. After the closing date for receipt of Proposals, the Owner shall open the Proposals and initially classify the Proposals as:
  - a. Complete and acceptable.
  - b. Incomplete or otherwise unacceptable.
- 2. Offerors whose proposals are unacceptable shall be so notified.
- 3. An Owner's "Selection Committee" will evaluate the complete and acceptable Proposals (including required Qualification Material) that are timely and properly submitted.
- 4. The Selection Committee will rank the top shortlisted firms in priority order based on the criteria outlined in Section II of this RFQ and will recommend this slate of firms to the Board of Education for their consideration and approval.
- 5. The Selection Committee may form a shortlist of firms whose proposals, in the judgment of the committee, offer the most desirable plans for the provision of services considering, among other things, the experience, expertise, and reputation of the proposing firm, together with due consideration of proffered quality, performance and the time specified in the proposals for the performance of the Development Contract. The Owner reserves

the right to request clarifying information and receive oral presentations from each of the shortlisted firms.

## J. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES

- 1. The Owner reserves the right to cancel this RFQ at any time before the date set for the receipt of proposals.
- 2. The Owner reserves the right to reject either all proposals after the opening of the proposals but before award, or any proposal, in whole or part, when it is in the best interest of the Owner. For the same reason, the Owner reserves the right to waive any minor irregularity in a proposal.

## K. LICENSES AND QUALIFICATION

- 1. Proposers must possess all licenses required by North Carolina law, and shall submit proof of current licensing with their proposal.
- 2. The Owner reserves the right to require that the Private Developer demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

## L. CLARIFICATIONS AND ADDENDA

- 1. Should a Proposer find discrepancies in the RFQ documents, or should he be in doubt as to the meaning or intent of any part thereof, he must, not later than seven (7) working days prior to the proposal due date, request clarification in writing from the Issuing Office, which may issue a written Addendum to the RFQ. Requests shall include the RFQ name.
- 2. Oral explanations or instructions with respect to the RFQ will not be binding; only written Addenda may be relied upon. Any Addenda resulting from these requests, or from questions raised at the pre-proposal meeting, will be emailed or mailed to all listed holders of the RFQ's no later than five (5) calendar days prior to the proposal due date.
- 3. Any addendum amendments to the RFQ must be acknowledged with submission of the proposal.

## M. ECONOMY OF PREPARATION

1. Proposals should be prepared simply and economically, providing a straight forward, concise description of the Proposer's offer to meet the requirements of the RFQ.

## N. CONFIDENTIAL PROPRIETARY INFORMATION

1. Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the Owner under North Carolina public records laws. Proposals will be publicly opened. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret as required by statute. It is NOT sufficient to preface your entire proposal with a proprietary statement.

## O. MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION

- 1. Minority and Women Business Enterprises (MWBE) are encouraged to respond to this RFQ.
- 2. The verifiable goal for minority business participation pursuant to North Carolina General Statute \$143-128.2 establishes a verifiable goal of 10% for minority business participation in building projects. The City of Graham has established a goal of \_10\_% participation of the total value of the work, inclusive of all fees.
- 3. The Owner encourages Proposers to exceed this minimum MWBE participation level wherever possible.

## P. PROPOSAL AFFIDAVIT

1. The Proposal Affidavit included in Appendix A must be executed by each responding Proposer and submitted with the Proposal.

## Q. MULTIPLE / ALTERNATIVE PROPOSALS

1. Proposers may not submit more than one (1) proposal nor may Proposers submit an alternate to this RFQ.

## **R. JOINT VENTURE PROPOSERS**

 If the Proposer is a joint venture firm, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the proposal submission under the category of Project Planning - General, the Proposer must identify the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFQ document. All joint venture parties will be held responsible for the contract obligations jointly and severally.

#### S. INCURRED EXPENSES

1. The Owner will not be responsible for any costs incurred by any Proposer in preparation and submittal of a proposal.

END OF SECTION I

## **II. PROPOSALS AND EVALUATION**

## A. PROPOSAL SUBMITTALS

Responses to the RFQ are to consist of the following:

- 1. Verification of Minimum RFQ Requirements: All Proposers will be required to submit evidence of compliance with the Minimum Requirements of this RFQ.
- 2. Proposal Submittal: All Proposers will be required to submit one (1) original and ten (10) copies (for a total of 11) of the Proposal. Submission of one (1) electronic copy in Adobe PDF format of the proposal either on a CD or a flash drive is also strongly encouraged, but does not substitute for the required written copies.
- 3. Transmittal Letter: A transmittal letter prepared on the Proposer's business stationery must accompany the Proposal Submittal. The purpose of this letter is to transmit the Proposal. Therefore, it should be brief, but shall list all items contained within the Proposal. The letter must be signed by an individual who is authorized to bind the Proposer to all statements contained in the Proposals.
- 4. Signing of Forms: The Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

## **B. PROPOSAL REQUIREMENTS**

Minimum Requirements: The following information must be furnished in the proposal. Failure to include any of the items listed below may disqualify response. Criteria are listed in order of importance; however, no point value is assigned to any criterion by the Owner, rather all criteria will be considered together with greater weight given to first listed criteria. Proposer should describe in detail and provide evidence supporting the qualifications below. All Proposers are to compile their Proposals in the order listed below.

1. A Proposer, to be considered, must have a minimum of five (5) years of experience as a Private Developer in providing the Project Planning, Financing, Preconstruction and

Construction Phase Services outlined in Section I. This is a minimum requirement and firms with additional experience will receive additional consideration. If a Proposer is a joint venture firm, at least one joint venture party must have a minimum of five years of said experience and the other joint venture party or parties must have a minimum of three years of said experience.

- a. Each Proposer is to submit information on three projects of similar scope and complexity that have been completed by the Proposer within the past seven years or be substantially complete (available for use for its intended purpose). The information for each project shall include specific details on the extent to which services were provided by the Proposer for each project. Experience with a wide variety of building types and building clients is acceptable.
- b. Each Proposer is to submit information on relevant projects of similar scope and complexity that have been completed by the Proposer within the past seven years within Alamance County. The information for each project shall include specific details on the extent to which services were provided by the Proposer for each project. Experience with a wide variety of building types and building clients is acceptable.
- c. If the Proposer manages projects from multiple offices, indicate from which office each of the similar projects above was managed. Indicate which office will manage this project.
- 2. Key Personnel
  - a. Provide a detailed but concise resume (inclusive of educational background and all prior work experience) on each of the key personnel only to be assigned to the project.
  - b. Within your description include the following on each individual:
    - i. Experience with your firm (preferably on one or more of the three (3) projects noted in Section II B.1. above) as well as other prior experience, noting the role played by the person.
    - ii. Specify percentage of time to be committed to this project
    - iii. Note where these key personnel are located (e.g., local office in what geographic location, main headquarters in what geographic location, etc.).

- iv. Note which of the following items will be handled by which key person; in addition, please identify person who will handle overall management of the project:
- 3. References:
  - a. Provide three (3) references per the experience list in Section II B.I. above. The references must be project owners or project owner representatives. Provide a contact name, address, telephone number and project name and location for each reference. Such references are to be from different projects; that is, only one reference per project is allowed.
  - b. The Owner reserves the right to contact references given as well as the others associated with the other projects listed in Section II B.I. above or any other source available. Such references will be held in the strictest confidence.
- 4. Project Planning:
  - a. General: Provide a brief, overall description of how the PD will be organized and managed, and how the services will be performed in development, financing, Pre-Construction and Construction Phases. Include organizational charts of the services. Project planning that offers the same management team throughout all phases shall be given preference.
  - b. Specific: Provide a descriptive summary, developed in response to the RFQ, as to your firm's approach to the following items including, but not limited to, all information noted below:
    - i. Conceptual Design Through Construction Document Development:
    - ii. Site Analysis & Due Diligence
    - iii. Project Finance Procurement
    - iv. Construction Procurement
    - v. Value Analysis
    - vi. Constructability Issues
    - vii. Cost Model / Estimates
    - viii. Project Tracking / Reporting
    - ix. Request for Information (RFI), and shop drawings:
    - x. Quality Control
    - xi. Minority and Women Business Enterprise Participation including:
      - 1. Outreach
      - 2. Good Faith Effort
      - 3. Monitoring & Reporting
      - 4. Mentor/Protégé Relationship

### xii. Schedule & Staffing Plan

- 5. Profile of Proposer: Provide the following on your firm (if joint venture, this information is to be provided on all parties):
  - a. Brief history of your firm inclusive of the year in which your firm commenced providing the Private Development services.
  - b. Provide annual dollar workload volume inclusive of number of projects on a per year basis for the last five (5) years.
  - c. Provide list of current projects on which your firm is committed, the dollar volume of each and the time frame for each.
  - d. If joint venture, provide history of joint venture experience for all parties and specifically history of this joint venture relationship. Note: If the selected Proposer is a joint venture firm, a copy of the signed joint venture agreement must be submitted with the Technical Proposal. No changes may be made to the joint venture agreement without the approval of the Owner.
- 6. Financial Stability: Provide current financial statement.
- 7. Bonding Capability: Provide a letter from a surety company licensed to issue bonds in the State of North Carolina or that has an agent licensed to do business in the State of North Carolina indicating the Proposer's maximum capability to provide performance and payment bonds.

## C. ORAL PRESENTATION

- 1. The Owner may receive an oral presentation from each firm shortlisted by the Selection Committee.
- 2. The Owner will determine what weight to be accorded to information received at the oral presentation. Information regarding the date, time, and location, of the oral presentations will be provided upon completion of the shortlist, if desired by the Owner.
- 3. The purposes of the presentation are as follows:
  - a. To allow the Owner to meet the Proposer's key personnel.

- b. To allow the Proposer to highlight aspects of the selected areas of its Technical Proposal; i.e. Key Personnel, Project Planning and Profile of Proposer.
- c. To provide an opportunity to highlight the PD scope of services for this Project.

## D. SELECTION CRITERIA

- 1. In selecting the firms to be presented to the City Council, the Selection Committee should take into consideration in the evaluation of the proposals such factors as:
  - a. Workload that is fully able to accommodate the addition of this project.
  - b. Record of successfully completed projects of similar scope without major legal or technical problems.
  - c. Previous experience in Alamance County, a good working relationship with City representatives, have completed projects in a timely manner and have performed an acceptable quality of work.
  - d. Key personnel that have appropriate experience and qualifications.
  - e. Relevant and easily understood presentations.
  - f. Projects that were completed on or ahead of schedule.
  - g. Private Development and Project Management administration capabilities, including technology systems to manage development, construction and payment progress.
  - h. Proximity to and familiarity with the area where the project is located.
  - i. Quality of compliance plan for minority business participation as required by G.S. 143-128.2.
  - j. Other factors that may be appropriate for the project.
- 2. All Proposers will be notified in writing of the identity of the Proposers selected for the project or for consideration on the shortlist.

## E. CONTRACT NEGOTIATION AND AWARD

- 1. After the selected firm has been notified of the selection action by the City of Graham, representatives from the City of Graham will discuss with the selected Private Developer appropriate services and information about the project.
- 2. Graham will request in writing a detailed proposal from the selected Private Developer. City of Graham representatives will attempt to negotiate a fair and equitable Development Contract with the project program and the professional services required for the specific project(s). In the event an agreement cannot be reached, the Owner shall terminate the negotiations and shall repeat the notification and negotiation process with the next ranked Private Developer on the selection list. In the event an agreement cannot be agreed upon with the second-ranked Private Developer, the process will be repeated with the third-ranked Private Developer. If an agreement still cannot be agreed upon, Graham shall review the history of negotiations and make appropriate determinations including program adjustments so as to lead to a negotiated contract with one of the original three firms selected. Such renegotiation with the firms shall be carried out in the original selection order. The negotiation process will continue until an agreement has been determined that is agreed to by Graham and the Private Developer.
- 3. Following successful negotiation, Graham and the selected firm shall enter into a Development Contract between Owner and Private Developer, and the Private Developer shall perform its obligations for the project as defined in that agreement.

## END OF SECTION II

#### III. QUESTIONNAIRE

## A. PROFILE OF THE PROPOSER

- 1. Give corporate history of firm including:
  - a. Year first organized
  - b. Organizational structure, (e.g. LLC, Corp., Partnership, etc.)
  - c. state of incorporation
  - d. years in business
  - e. corporate officers
  - f. major shareholders/partners
  - g. years providing Private Development related services
  - h. number of projects providing Private Development related services
  - i. number of years/projects/type providing other related services
  - j. List all licenses by name and license number held in the State of North Carolina (including but not limited to contractor's licenses, business licenses, etc.) and provide a copy of your most recent license application. Attach evidence of authority to do business in North Carolina.
- 2. Provide annual dollar workload listed for each of the last five (5) years inclusive of the number of projects per year.
- 3. List projects for which firm is currently committed including:
  - a. name & location of each project;
  - b. time frame to complete each project; and
  - c. Dollar value of each project.
- 4. If Proposer is a joint venture, see Section II.B.5.d., and provide requested information.
- 5. Attach current financial statement.
- 6. Attach letter from a surety company or its agent licensed to do business in North Carolina verifying Proposer's capability of providing adequate performance and payment bonds for this project.
- 7. List all projects where Proposer has performed work for public entities, including but not limited to schools, universities, counties, cities, states, the federal government or any agencies of the state or federal government over the past ten (10) years.
- 8. Within last five (5) years, has any contract services of Proposer's been considered in default, suspended or terminated for cause? If so, please attach an explanation of the matter including the name and location of the project, the name and address of the

owner's representative, and all pertinent details of the default, suspension or termination.

- 9. Within the last five (5) years, has Proposer's contract or any portion of the work connected to the contract been completed by the Owner or Proposer's surety? If so, please attach an explanation providing the name and location of the project, the name and address of the owner's representative, and all pertinent details of the matter.
- 10. Within the last five (5) years, has Proposer been debarred or suspended for any reason by any federal, state or local government procurement agency or refrained from bidding on a public project due to an agreement with such procurement agency? If so, please attach a full explanation.
- 11. Within the last five (5) years, has Proposer been named in any action, administrative proceeding, or arbitration in which it was alleged that the Proposer failed to comply with N.C. Gen. Stat. Chapter 22C, or any similar state or federal statute requiring the prompt payment of subcontractors? If so, please attach a full explanation.
- 12. Within the last ten (10) years, has the Proposer or any predecessor or related entities, or any officers, shareholders/partners or key personnel of the Proposer ever been convicted of or pleaded guilty to any crime related to the bid process for contracts on public or private projects or involving fraud or misrepresentation? If so, please attach a full explanation.

## **B. PROJECT EXPERIENCE**

Nothing listed below shall relieve the Proposer of the responsibility to follow all instructions contained within the RFQ.

- 1. List three projects of similar size and complexity performed by Proposer, in the past seven years.
- 2. List three projects of similar size and complexity performed by Proposer in Alamance County, in the past seven years.
- 3. For each of the projects listed above, include specific details on the extent to which services outlined in Section I. B were provided.
- 4. If the Proposer manages projects from multiple offices, indicate from which office each of the three similar projects were managed, indicate which office will manage this project.

- 5. Please attach explanation for any project completion date greater than 30 days beyond the original schedule as adjusted by change order.
- 6. For the listed above, attach project owner references including the name, address, telephone and fax numbers, and e-mail address of the project owner representative.

## C. KEY PERSONNEL

- 1. List of key personnel who will be assigned to the project (specifying project phase, if applicable), and attach a sworn statement that the personnel will be exclusively assigned to this project for its duration (or until completion of the present phase to which they will be assigned).
- 2. For each person listed above, list what aspects of planning, design, financing, preconstruction or construction the person will handle. For those people who will divide their time between phases, please indicate what percentage of their time will be devoted to each phase.
- 3. For each person listed in response to number 1 and 2 above, list his/her experience with Proposer firm, other prior and relevant experience in Private Development, related project experience, and the person's location. For each project that the person was involved in identify dollar value of the project, delivery method used and that person's role on the project.
- 4. Attach corporate organization chart indicating the placement of each of the people listed in response to numbers 1 and 2 above.
- 5. Attach the resumes of each person listed in response to numbers 1 and 2 above.

#### D. PROJECT PLANNING

- 1. Provide a written description of the Proposer's organization and management as a Private Developer.
- 2. Indicate how the Proposer as Private Developer will perform services on the project in design, site selection, site evaluation, financing, pre-construction and construction phases.
- 3. Following the instructions set forth in Section II.B.4.a. and b. please attach your responses to the information requested in the following paragraphs of the RFQ:

- i. Conceptual Design Through Construction Document Development:
- ii. Site Analysis & Due Diligence
- iii. Project Finance Procurement
- iv. Construction Procurement
- v. Value Analysis
- vi. Constructability Issues
- vii. Cost Model / Estimates
- viii. Project Tracking / Reporting
- ix. Request for Information (RFI), and shop drawings:
- x. Quality Control
- xi. Minority and Women Business Enterprise Participation including:
  - 1. Outreach
  - 2. Good Faith Effort
  - 3. Monitoring & Reporting
  - 4. Mentor/Protégé Relationship
- xii. Schedule & Staffing Plan
- 4. In addition to the information requested in Section II.B.4. a. and b., please attach your proposed plan to meet or exceed MWBE and HUB participation levels on this project. Please also attach at least three past MWBE and HUB plans prepared by your firm and utilized on other public projects where you were a part of the project team, and provide information indicating whether MWBE and HUB goals were met or exceeded on those projects.
- 5. Provide your plan to utilize and maximize LOCAL firms to perform the construction aspect of the project as part of the Phase II Project Scope of Work.

## APPENDIX A

The undersigned hereby certifies that he or she has read the terms of this RFQ and is authorized to bind the proposer to the commitment herein set forth, and does certify that the proposal is true and accurate.

Date:	Name of Authorized Officer:	
	Signature:	
	Title:	
STATE OF		
CITY OF		
т	a Natamy Dublic in and for the County and State a	formatic da
I,	, a Notary Public in and for the County and State a personally came before me th	is day and
acknowledged that he	e is of and by that auth	nority duly
	f, the foregoing instrument was signed	
	, its, attested by him/herself as Secre	etary, and
sealed with the comm	non seal of said corporation.	
IN WITTESS WHER	REOF, I have hereunto set my hand and Notarial Seal this the	
Day of, 20_		

Notary Public

## PLANNING ZONING BOARD Tuesday, February 19, 2019

The Planning & Zoning Board held their regular meeting on Tuesday, February 19, 2019 in the Council Chambers of the Graham Municipal Building at 7:00 p.m. Board members present were Dean Ward, Nate Perry, Bonnie Blalock, Ricky Hall, Eric, Crissman and Michael Benesch. Justin Moody was absent. Staff members present were Nathan Page, Planning Director, Alexa Powell, Planner Aaron Holland Assistant City Manager and Debbie Jolly, Zoning and Inspection Technician. Chair Hall called the meeting to order, gave the Overview of the Board, general meeting rules and gave the invocation.

1. Approval of the January 15, 2019, meeting minutes. Ricky Hall made a motion to approve seconded by Nate Perry. All voted in favor. Mr. Hall ask to move New Business SUP1901 to top of agenda.

## 2. New Business

a. SUP1901 Kronbergs Campground. Application by Chuck Talley –Aaron Holland explained the application for Special Use Permit to permit a Commercial Campground with up to 75 Recreational Vehicle spots upon site. Chuck Talley 808 Sideview St gave his presentation on the RV park stated it is a 34 Arce park plan is showing 61 spaces application states up to 75 he does not see doing 75. Plan has gone through TRC per Mr. Talley and he plans to meet all of them. The planning board had a brief discussion, asked Mr. Talley a few question. Eric made a motion to approve SUP1901 on staff recommendation based The Graham 2035 Comprehensive Plan and the City of Graham Development Ordinance conditions. Ricky Hall seconded. All voted Aye.

## 3. Old Business

a. CR1803- Signature Woody- Application by Brian Wise, GPIN 8884821071 and 8884825405. Application to rezone from R-18 to CR to construct up to 288 multifamily units. Alexa Powell presented the project and spoke about the public meeting he had with the community. Mr. Wise gave an overview on his project. Mr. Wise answered questions from the board and the public.

The following individuals spoke about the project;

Richard Ramos-	1196 Valley Dr.
Jeanne Neal-	967 Woody Dr.
Chuck Talley-	808 Sideview Dr.
Gary Eichmann-	100 Joe Ct.
Tom Boney-	114 W Elm. St.
Vic Pate-	1037 Valley Dr.
Sammy Holt-	1016 Camelot Ln.
Nathan Page-	617 W. Davis St.

Chairman Hall closed the public hearing. The Planning Board asked Mr. Wise some questions, and then asked Mr. Page some question about the DOT study. The board discussed the concerns. Eric made a motion to approve CR1803 on staff recommendation based The Graham 2035 Comprehensive Plan and the City of Graham Development Ordinance and the developments compliance with the Graham Development Ordinance, Staff recommends approval of the

Conditional Rezoning, with the following conditions A final site plan must be approved by the Technical Review Committee issuance of any multi-family permits. A TRC approved sidewalk connection to highway 54 shall be installed. The NCDOT required improvements shall be required prior to the issuance of a Certificate of Occupancy for any dwelling units. Three voted Aye Nate Perry, Ricky Hall, and Eric Crissman. Three opposed, Dean Ward, Bonnie Blalock, Michael Benesch.

## New Business

- b. AM1901 Feather Flags. Application by Richard Shevlin. Request to permit Feather Flags within City of Graham. Alexa Powell made the presentation. Mr. Shevlin made his presentation to allow feather flags in the City of Graham. Chuck Talley – 808 Sideview St spoke in favor of the feather flags. The board asked Mr. Page a question on the time period of zoning violations notices for signs and he deferred to Jenni Bost, Zoning Enforcement to provide the timeline. After a brief discussion, Michael made a motion to table item AM1901 to give staff time to look at language. Ricky Hall seconded. Four voted Aye. Two Opposed Nate Perry and Eric Chrisman.
- c. Small Area Business Plan- Mr. Page presented a new committee that has been formed and asked the board for a volunteer to serve on the committee. Nate Perry and Eric Crissman both volunteered, Nate Perry was selected as the representative.
- 4. Public comment on non- agenda items

Eric Crissman made a motion to adjourn Mr. Hall Seconded. All vote Aye.

No further business the meeting was adjourned.

Respectfully Submitted, Debbie Jolly



## Application for REZONING or CONDITIONAL REZONING

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

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

#### Site

Street Address: 919 & 957 Woody Drive					
1 Tax Map#:1	47616; 47620				
R-MF         R-           B-1         B-2           O-I         C-O-           Overlay District, i	R-12 G C-R B-3 I I-1 f applicable S Main St/F	С-М: С-В [ І-2 [ :	XR C-MXC C-I E Harden St/Hwy 54		
Total Site Acres: 13.72+/-					
Property Owner:	Smit	h Family - Te	rry Lynn Smith, Et. al		
Mailing Address:	ddress: 10 Rockview Court				
City, State, Zip: Springboro, OH 45066			6		

## Applicant

Property Owner Other

FA Develop, LLC

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

Name:	Brian Wise, Vice President		
Mailing Address:	305 Blandwood Ave.		
City, State, Zip:	Greensboro, NC 27401		
Phone #	336-294-9199		
Email:	bwise@signaturepropertygroup.com		

I have completed this application truthfully and to the best of my ability.

Signature of Applicant

Date

## Proposed Rezoning or Conditional Rezoning

Propose	d Zoning [	District(s):		
🗌 R-7	🗌 R-9	🗌 R-12	🗌 R-15	5 🗌 R-18
R-MF	- 🗌 R-C	6 🗴 C-R	: 🗌 C-I	ИXR
🗌 B-1	🗌 B-2	🗌 B-3	🗌 С-В	C-MXC
0-1	C-0-I	🗌 I-1	🗌 I-2	🗌 C-I

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

Multifamily & Townhomes
Multifamily - Twelve 3-story, 24-unit buildings, 264 units in total; facade to include mix of surfaces including brick and hardiplank or similar composite product, with appearances similar to the photograph attached hereto; will include clubhouse, leasing office and amenity center with pool;
Townhomes - Up to 24 townhome units, 2 or 3 story in height; facade to include mix of surfaces including brick and hardiplank or similar composite product;
Townhomes and Multifamily developments to have separate entrances and access to public ROW's
For Conditional Rezonings, this application must be

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

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

Office Use Only. DEVID#



# STAFF REPORT

Prepared by Nathan Page, Planning Director

#### Woody Signature (CR1803)

Type of Request: Conditional Rezoning

#### **Meeting Dates**

Planning Board on Jan 15 and Feb 19, 2019 City Council on Feb 5 and Mar 5, 2019

#### **Summary**

This is a request to rezone the subject property from R-18 to C-R, with a proposed use classified as Dwelling, Multi-Family. The project will include apartment buildings with up to 264 residential units as well as up to 24 townhome units. Amenities including a clubhouse, office, and pool are also included. Developer is requesting alternative compliance for building spacing as shown on preliminary site plan. While outside of the Highway 54 Overlay District, the developer is proposing a mix of surfaces including brick and/or hardiplank or similar composite product. Approval of the project as requested would not permit vinyl construction at this location. Access to the site will be provided via Woody Drive and Whittemore Road.



#### **Contact Information**

Brian Wise, bwise@signaturepropertygroup.com Signature Properties (336) 294-9199 305 Blandwood Ave, Greensboro NC 27401

Project Name

Woody Signature (CR1803)

Location 919 and 957 Woody Drive

> GPIN: 8884821071, 8884825405

> > Size 13.72 acres

Proposed Density 20 DU/acre

Current Zoning R-18

Proposed Zoning Conditional Residential (C-R)

> Surrounding Zoning B-2, R-18, C-R

Surrounding Land Uses Low and medium density single family and multifamily residential, vacant land.

Staff Recommendation Approval with conditions At the request of citizens, staff has done the following calculations for development for the last 20 years. Since 1999, the City of Graham has permitted construction on 1,465 Single Family Residential (SFR) (including townhomes). There are about another 2,000 SFR which have been permitted but are not currently under construction (Roger's Springs, Patterson Place, Old Fields, etc.). The City has, in the same amount of time, permitted 580 multifamily units (MFR). There are another 350 which have been approved or are currently under construction (Graham Manor, Harden Street Apartments). Approval of this project, with up to 264 additional MFR and 24 additional SFR, would put the ratio of SFR to MFR in the last twenty years at more than two-to-one. As such, even approving this project, Graham has still approved more than twice as many SFR as MFR.

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

#### **Development Type:**

#### **Applicable Policies and Recommendations**

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. *The granting of approval for this rezoning would be an example of flexible and innovative regulations and potentially positively affect future development by making the adjacent parcel, zoned B-2, more attractive for commercial development.* 

Strategy 4.3.1 Land Use Patterns Promote development of efficient land use patterns to allow continued quality and efficiency of water systems. Discourage the extension of water service into areas that are not most suitable for development. Water and sewer services already exist in this area. There may be a small extension of public sewer main, however this would be installed by the developer and be a small fraction of the maintenance costs for a single-family residential development of comparable size.

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. *This multifamily development will provide additional housing choice for those residing or wishing to reside in Graham.* 

## **Staff Recommendation**

Based on *The Graham 2035 Comprehensive Plan* and the *City of Graham Development Ordinance*, and the developments

#### **Description of Development Type**

Mixed Use Commercial District

Located adjacent to the HWY 54 Overlay Corridor.

These areas provide a mix or retail, commercial, office, multifamily residential and institutional uses. Buildings are multiple stories, with architectural details, surface textures, and should be built at a human scale.

#### Appropriate Form

2-5 story buildings

#### **Desired Pattern**

This land use area currently includes strip and other low density commercial developments. These should be redeveloped over time into pedestrian oriented nodal centers of activity. New buildings should be located no further than 15 feet from the front lot line. Automobile parking should be located on the street or behind buildings. Bicycle racks should be located in front of all new buildings and street development should include 8-15 foot wide sidewalks with street trees planted at 30 foot intervals.
compliance with the Graham Development Ordinance, staff **recommends Approval** of the Conditional Rezoning, **with the following conditions(s):** 

- A final site plan must be approved by the Technical Review Committee (TRC) prior to the issuance of any multi-family building permits.
- A TRC approved sidewalk connection to Highway 54 shall be installed.

The following supports this recommendation:

The proposed project is in conformity with infill development (Policy 2.2.1) and housing variety (Policy 5.1.1) of the Graham Comprehensive Plan 2035 and aligns with the Mixed Use Commercial Districts permitted uses.





1 FRONT ELEVATION - CLUBHOUSE







### Page 75 of 88

REVISIONS

# SKETCH INFORMATION

- 1. NUMBER OF APARTMENT BUILDINGS: 11 2. NUMBER OF GARAGE BUILDINGS: 3
- 3. NUMBER OF APARTMENT BUILDING UNITS: 264

## 132 - 1 BEDROOM UNITS

# 132 - 2 BEDROOM UNITS

- 4. NUMBER OF REQUIRED PARKING SPACES: 1.5 SP / UNIT = 264 UNITS X 1.5 SP = 396 SPACES
- 5. NUMBER OF PROVIDED PARKING SPACES: 428 SPACES (INCL. 18 GARAGE SP.)

PER FIRM PANEL 3710888400K EFFECTIVE DATE NOV. 17, 2017.

6. NUMBER OF TOWNHOME UNITS: 24

# OWNER/DEVELOPER:

SIGNATURE PROPERTY GROUP, INC. 305 BLANDWOOD AVENUE GREENSBORO, NC 27401 CONTACT: BRIAN WISE PHONE: (336) 294 - 9199 FAX: (336) 294 -1089

ENGINEER: CPT ENGINEERING & SURVEYING, INC. 4400 TYNING STREET HIGH POINT, NC 27265 CONTACT: CHUCK TRUBY PE PLS PHONE: (336) 812-8800 ext:304 FAX: (336) 812-8780



CALE:	" = 60'
ATE:	11-30-18
ROJECT:	1581-18
RAWN BY:	TM

SHEET





### 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 "The Graham 2035 Comprehensive Plan" and any other officially adopted plan that is applicable. The Planning Board shall provide a written recommendation to the City Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the "The Graham 2035 Comprehensive Plan" shall not preclude consideration or approval of the proposed amendment by the City Council.

Kongbergs Campground (SUP1901) <u>Type of Request</u> Special Use Permit <u>Meeting Dates</u> Planning Board on February 19, 2019 City Council on March 5, 2019

I move to recommend APPROVAL of the application as presented.

I move to recommend APPROVAL with the following conditions:

o Remote access to the property be provided in case of emergency.

- o Any wastewater facilities shall be flood-proofed at least 2' above the 100 year flood level.
- A TRC-approved plan shall be in place before any construction activities begin.
- o [Insert additional or other conditions]

I move to recommend DENIAL.

I move to adopt the Findings of Fact and Conclusions of Law as presented in the staff report.

I move to adopt the Findings of Fact and Conclusions of Law presented in the staff report with the following revisions:

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

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

This report reflects the recommendation of the Planning Board, this the 19<sup>th</sup> day of February, 2019.

Attest:

Ricky Hall, Planning Board Chairman

Debbie Jolly, Secretar



### 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 "The Graham 2035 Comprehensive Plan" and briefly explaining why the City Council considers the action taken to be reasonable and in the public interest. The Planning Board shall provide a written recommendation to the City Council, but a comment by the Planning Board that a proposed amendment is inconsistent with the "The Graham 2035 Comprehensive Plan" shall not preclude consideration or approval of the proposed amendment by the City Council.

Woody Signature (CR1803)

Type of Request Conditional Rezoning

<u>Meeting Dates</u> Planning Board on January 15, 2019 City Council on February 5, 2019 and March 5, 2019

#### Choose one ...

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

I move that the application be **APPROVED with the following conditions**.

[Insert conditions as needed].

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

#### Choose one ...

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

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

#### State reasons...

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

This report reflects the decision of the City Council, this the 5<sup>th</sup> day of March, 2019.

Attest:

Gerald R. Peterman, Mayor

Darcy L. Sperry, City Clerk



# Application for SPECIAL USE PERMIT

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

Uses shown as "S" in the *City of Graham Development Ordinance*, Section 10.135 Table of Permitted Uses, require a Special Use Permit before the use will be permitted in the zoning district. Applicants are strongly encouraged to consult with the City Planner to understand the requirements for the proposed special use and the information that will be needed as part of this application.

Street Address: KRONBERGS COURT	
Tax Map#: 13-13-39 GPIN: 8894743697	
Current Zoning District(s): <u>T-1</u>	
Overlay District, if applicable:	
Historic S Main St/Hwy 87 E Harden St/Hwy 54	
Current Use: VACANT PARCEL	
Property Owner: I-40 DRIVE IN, LLC	
Mailing Address: PO BOX 872	
City, State, Zip: GRAHAM, NC 27253	
Phone # (336) 229-4225	
<sub>Email:</sub> chucktalley21@hotmail.com	
Applicant and Project Contact	
<sub>Name:</sub> William G. Talley	
Property Owner Other	
Mailing Address: PO Box 872	
City, State, Zip: Graham, NC 27253	
Phone # (336) 229-4225	
Email: chucktalley21@hotmail.com	
I certify that all information furnished is true to the best of	
my knowledge. I have provided all information needed to	
demonstrate that all requirements of the proposed special use will be met.	
use win be met.	
Signature of Applicant Date	
a 17 1-28-19	
Signature of Property Owner Date	
(if other than applicant)	
Office Use Only. DEVID# SUP 1901	

Site

#### **Proposed Special Use**

Proposed Use (from Sec. 10.135 Table of Permitted Uses): CAMPGROUND

Check if this use is also listed in Section 10.149 Special uses listed

This application **must include sufficient information** to demonstrate that all requirements of the proposed special use will be met. Check which of the following are submitted with this application:

Preliminary Site Plan

Descriptive Information

Develop up to 75 site locations for RV campground consulted with engineer and city planner for highest and best use of property.

Additional sheets of Descriptive Information

Because applications for a Special Use Permit go through the public hearing process, applicants are encouraged to contact neighboring property owners prior to the public hearing.

#### **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

Page 79 of 88





# **STAFF REPORT**

Prepared by Nathan Page, Planning Director

#### **Kronbergs Campground (SUP1901)**

Type of Request: Special Use Permit

Meeting Dates Planning Board on February 19, 2019 City Council on March 5, 2019

#### **Summary**

This is a request for a Special Use Permit for a Commercial Campground for property located on Kronbergs Ct. The property is currently vacant. Properties zoned Industrial are required by the Development Ordinance to apply for a Special Use permit to allow the use of Commercial Campground.



#### **Contact Information**

William G. Talley PO Box 872 Graham NC, 27253 336-229-4225; chucktalley21@hotmail.com

> Location Kronbergs Court GPIN: 8894743697

Current Zoning Industrial (Light) (I-1)

Proposed Zoning Industrial (Light) (I-1)

> Overlay District none

Surrounding Zoning General Business, Industrial (Light)

<u>Surrounding Land Uses</u> Vacant, Commercial, Industrial

> <u>Size</u> Approx. 34.5 acres

Public Water & Sewer Yes

> Floodplain Yes

Staff Recommendation Approval, with conditions

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

Planning Type: Industrial

Development Type: Industrial

#### **Applicable Policies;**

- **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. *The installation of a commercial campground here could positively contribute to tourism in the vicinity.* 
  - 2.4.2: Promote Industrial Redevelopment. Encourage reinvestment and intensification at existing industrial sites. Encourage redevelopment of existing buildings and infrastructure for industrial growth. This project is not the highest and best use for the property, but given the quantity within the floodplain, it is a reasonable compromise.

Planning Type Industrial

#### Development Type Industrial

Large one and two story buildings with access to the Interstate.

Limited Setbacks, heavy buffers, minimal adverse environmental impacts.

Transportation Infrastructure is predominately wide lanes with shoulders and appropriate curb radii to accommodate large vehicles.

Density of 0.3 to 0.5 FAR

#### **DRAFT Findings of Fact and Conclusions of Law**

In granting a special use permit, the City Council shall find that all of the six conditions listed below have been met, or it shall be denied. Staff has prepared the following DRAFT findings of fact for each of the six conditions. These findings <u>should</u> be modified by the Council as it considers its decision.

1. All applicable regulations of the zoning district in which the use is proposed are complied with.

• The property is zoned I-1, a Commercial Campground is only permitted with a Special Use Permit.

2. Conditions specific to each use, identified by the Development Ordinance, are complied with.

• There are no specific conditions for a Commercial Campground.

- 3. The use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted.
  - The use of the location as a Commercial Campground will not materially endanger the public health or safety.
- 4. The use will not substantially injure the value of adjoining property or that the use is a public necessity.

• The use of the location as a Commercial Campground will not substantially injure the value of adjoining property.

5. The location and character of the use if developed according to the plan as submitted will be in harmony with the area in which it is to be located and in general conformity with the plan of development for the Graham planning area.

- The proposed Commercial Campground is located in an industrial section of Graham and the future land use is Industrial. Therefore, a campground is in general conformity with The Graham 2035 Comprehensive Plan.
- 6. Satisfactory provision has been made for the following, when applicable: vehicle circulation, parking and loading, service entrances and areas, screening, utilities, signs and lighting, and open space.
  - o The TRC shall evaluate a presented site plan for conformance with the listed requirements.

#### **Staff Recommendation**

Based on *The Graham 2035 Comprehensive Plan* and the *City of Graham Development Ordinance*, staff **recommends approval, with conditions** of the Special Use Permit. Recommended Conditions:

- Remote access to the property be provided in case of emergency.
- Any wastewater facilities shall be flood-proofed at least 2' above the 100 year flood level.
- A TRC-approved plan shall be in place before any construction activities begin.

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

• This action is likely to increase tourism (Policy 2.1.8), and increase the development density of one of our industrial properties (Policy 2.4.2).



### 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 "The Graham 2035 Comprehensive Plan" and any other officially adopted plan that is applicable. The Planning Board shall provide a written recommendation to the City Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the "The Graham 2035 Comprehensive Plan" shall not preclude consideration or approval of the proposed amendment by the City Council.

Kongbergs Campground (SUP1901) <u>Type of Request</u> Special Use Permit <u>Meeting Dates</u> Planning Board on February 19, 2019 City Council on March 5, 2019

I move to **recommend APPROVAL** of the application as presented.

I move to recommend APPROVAL with the following conditions:

o Remote access to the property be provided in case of emergency.

- o Any wastewater facilities shall be flood-proofed at least 2' above the 100 year flood level.
- A TRC-approved plan shall be in place before any construction activities begin.
- o [Insert additional or other conditions]

I move to recommend DENIAL.

I move to adopt the Findings of Fact and Conclusions of Law as presented in the staff report.

I move to adopt the Findings of Fact and Conclusions of Law presented in the staff report with the following revisions:

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

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

This report reflects the recommendation of the Planning Board, this the 19<sup>th</sup> day of February, 2019.

Attest:

Ricky Hall, Planning Board Chairman

Debbie Jolly, Secretar



### 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 comprehensive plan and briefly explaining why the City Council considers the action taken to be reasonable and in the public interest. The Planning Board shall provide a written recommendation to the City Council, but a comment by the Planning Board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the City Council.

Kongbergs Campground (SUP1901)

> Type of Request Special Use Permit

<u>Meeting Dates</u> Planning Board on February 19, 2019 City Council on March 5, 2019

#### 1. Choose one...

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

I move that the application be **APPROVED with the following conditions:** 

 $\circ$  Remote access to the property be provided in case of emergency.

o Any wastewater facilities shall be flood-proofed at least 2' above the 100 year flood level.

- A TRC-approved plan shall be in place before any construction activities begin.
- o [Insert additional or other conditions]

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

#### 2. Choose one...

I move to adopt the Findings of Fact and Conclusions of Law as presented in the staff report.

I move to adopt the Findings of Fact and Conclusions of Law presented in the staff report **with the following revisions**:

#### 3. Choose one...

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

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

#### 4. State reasons...

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

• The proposed special use permit is compatible with the area and meets all six conditions required by Section 10.144 of the *Development Ordinance*.

This report reflects the decision of the City Council, this the 5<sup>th</sup> day of March, 2019.

Attest:

Gerald R. Peterman, Mayor



# STAFF REPORT

SUBJECT:	BETTER BLOCK TRAILER RESOLUTION OF COMMITMENT
PREPARED BY:	ALEXA POWELL, PLANNER

#### **REQUESTED ACTION:**

Support making an application to the Alamance Wellness Collaborative Healthy Communities Grant to construct a Better Block Trailer to be used as a shared resource among partnering municipalities to demonstrate safer infrastructure for all users by signing the Resolution of Commitment.

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

Inspired by Mark Fenton's workshop, the Better Block trailer would be a shared resource to help reimagine our built environment. The trailer would provide temporary materials like delineator posts to build separated bike lanes, paint to install high visibility cross-walks, cones to demonstrate roundabouts, and rubber stops to create bump outs.

The City of Graham has partnered with the City of Mebane, the Town of Green Level, and the Piedmont Triad Regional Council (PTRC) to develop this grant proposal for funding to facilitate purchasing these materials through the Alamance Wellness Collaborative Healthy Communities Grant. As part of the project, team leaders from each community will attend a training event to learn about best practices, identify potential Better Block



locations, and create a kick-off event. If awarded funds, participating municipalities have committed to use the trailer at least once in the year following the completion of the trailer and kick-off event. There are no financial commitments from the City of Graham apart from in-kind materials and staff time to help with the administration of the Better Block Trailer project.

This innovative placemaking initiative aims to create safer, infrastructure for people of all ages and abilities. This initiative will allow communities to test new designs, collect data, and demonstrate better infrastructure solutions before implementing higher-cost more permanent fixes. Finally, the City of Graham also sees this as an opportunity to solicit public feedback from citizens who may provide critical insight and help better address the transportation needs of everyone in our community in particular among populations who do not typically attend public meetings.



#### **FISCAL IMPACT:**

None. There are no financial commitments from the City of Graham apart from in-kind materials and staff time to help with the administration of the Better Block Trailer project.

#### **STAFF RECOMMENDATION:**

Staff recommends approval of the Better Block Trailer Resolution of Commitment.

#### SUGGESTED MOTION(S):

I move we adopt the Resolution of Commitment to support the Better Block Trailer project.

### RESOLUTION OF COMMITMENT TO PARTICIPATE IN THE BETTER BLOCK TRAILER PROJECT

**WHEREAS**, the City of Graham commits to supporting the partnership among neighboring municipalities in making an application to the Alamance Wellness Collaborative to construct a Better Block Trailer to be used as a shared community resource; and

**WHEREAS**, the City of Graham endorses this placemaking project which utilizes low-cost temporary materials to reimagine the built environment in order to demonstrate safer infrastructure for all users; and

**WHEREAS**, the City of Graham and its Council embraces this concept as an opportunity to experiment on the ground on a trial basis in order to show how small changes to the built form create more vibrant livable places; and

**WHEREAS**, the City of Graham acknowledges that if the project is fully funded by Impact Alamance, that the City will support staff participation in the proposed Better Block training and commits to organizing at least one Better Block event in the year following the Better Block kickoff event; and

**WHEREAS**, the City of Graham sees this project as a strategy to solicit public feedback from citizens who may provide critical insight and help better address the transportation needs of everyone in our community in particular among populations who do not typically attend public meetings; and

**WHEREAS**, the City of Graham agrees that this resolution does not obligate the City to any financial commitments toward the project; and

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

The City of Graham endorses the partnership to apply for grant funds through the Alamance Wellness Collaborative for participation in the Better Block Trailer project. The City of Graham commits staff time in support of the Better Block Trailer project.

This resolution shall be effective upon passage.

ADOPTED BY THE GRAHAM CITY COUNCIL THIS FIFTH DAY OF MARCH, 2019.

Mayor

ATTEST:

City Clerk