

City Council Meeting
 Regular Session Agenda
 Tuesday, August 6, 2019
 7:00 P.M.



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

1. Consent Agenda:

- a. Approve Minutes – July 2, 2019 Regular Session
- b. Approve Minutes – July 9, 2019 Special Session
- c. Approve Tax Releases
- d. Approve Tax Collector’s Year End Report
- e. Approve 2018 Outstanding Tax Listing
- f. Approve Resolution Authorizing Conveyance of a Chandler and Price Flatbed Printing Press to Elon University Pursuant to G.S. 160A-280
- g. Approve Mutual Aid Memorandum of Understanding with Alamance County for Alamance County Detention Center Evacuation
- h. Approve Request from ALCOVETS to close the 100 block of East Elm Street from 5:00 p.m. on Friday, September 13, 2019 through 5:00 p.m. on Sunday, September 15, 2019 for the 2019 DockDogs event, provided the following conditions are met prior to the event::
 - i. Provide a Certificate of Liability insurance meeting all City requirements
 - ii. Submit a Temporary Outdoor Sales Permit Application
 - iii. Schedule public safety personnel following the Extra Duty Solutions process

2. Requests and Petitions of Citizens:

- a. Encroachment License Agreement Request by John Zheng for a proposed grease trap at 139 West Elm Street
- b. Petition for Voluntary Contiguous Annexation for a 111.44 acre area off Rogers Road (GPIN 8872986536 & 8873900485) (AN1901):
 - i. Approve Resolution Requesting City Clerk to Investigate Sufficiency
 - ii. Approve Resolution Fixing Date of Public Hearing on Question of Annexation

3. Boyd Creek Pump Station:

- a. Approve Resolution Accepting Grant and Loan Assistance from The State of North Carolina for Construction of the Boyd Creek Lift Station
- b. Approve Amendment #3 to the Boyd Creek Lift Station Project Ordinance
- c. Award contract for the Boyd Creek Lift Station to Haren Construction Company, Inc. and authorize the Mayor, City Manager, City Attorney and City Clerk to execute the contract on behalf of the City

4. Downtown Small Area Plan Update

5. Issues Not on Tonight’s Agenda

**CITY OF GRAHAM
REGULAR SESSION
TUESDAY, JULY 2, 2019
7:00 P.M.**

The City Council of the City of Graham met in regular session at 7:00 p.m. on Tuesday, July 2, 2019, in the Council Chambers of the Municipal Building located at 201 South Main Street.

Council Members Present:

Mayor Jerry Peterman
Mayor Pro Tem Lee Kimrey
Council Member Chip Turner
Council Member Griffin McClure
Council Member Melody Wiggins

Also Present:

Frankie Maness, City Manager
Aaron Holland, Assistant City Manager
Darcy Sperry, City Clerk
Bryan Coleman, City Attorney
Bob Ward, City Attorney,
Mary Faucette, Downtown Development Coordinator
Duane Flood, Police Lieutenant

Mayor Jerry Peterman called the meeting to order and presided at 7:00 p.m. Graham Police Lieutenant Duane Flood gave the invocation and everyone stood to recite the Pledge of Allegiance.

Consent Agenda:

- a. Approve Minutes – June 4, 2019 Regular Session*
- b. Approve Request by Daniel Alvis and Max Dearing to close the West Elm Street parking lot from 6:00 p.m. on Friday, September 25, 2019 through 11:00 p.m. on Saturday, September 26, 2019 for the Rockn’ for Research fundraising event, provided the following conditions are met prior to the event:*
 - i. Provide a Certificate of Liability insurance meeting all City requirements*
 - ii. Submit a Temporary Outdoor Sales Permit Application*
 - iii. Schedule public safety personnel following the Extra Duty Solutions process*

Mayor Peterman asked Council Members if they would like to pull any of the items from the Consent Agenda. Council Member Melody Wiggins asked to pull item “b”.

Council Member Griffin McClure made a motion to approve items “a” on the Consent Agenda, seconded by Council Member Chip Turner. All voted in favor of the motion.

Council Member Wiggins asked the event organizers to step forward and talk about some of the particulars of the event. She also asked if area businesses had been notified that the public parking lot would be closed and inquired about cleanup efforts after the event.

Downtown Development Coordinator Mary Faucette advised that she and other City staff have met with the organizers. During those meetings, those questions Council Member Wiggins asked have been addressed. Mr. Max Dearing of 212 Judge Sharpe Road Graham stepped forward as one of the event organizers. He advised that this event will have various bands, vendors and a barbeque cook-off. He advised that co-sponsors of the event are the Maple Street Tavern, Beer-Co and the Verdict. Proceeds will benefit the Amaranth Diabetes Foundation.

Mr. Dearing advised that he has spoken to some of the surrounding business owners and assured Council Members that the parking lot will be clean after the event.

Mayor Pro Tem Lee Kimrey asked Mrs. Faucette about the use of Extra Duty Solutions for this event. Mrs. Faucette explained that this is a private entity that event coordinators use for booking officers to work the event. The organizer will contract directly with Extra Duty Solutions, thereby taking the burden off the City to provide police services.

Mr. Dearing pointed out that the dates included in the agenda packet were incorrect. The event is scheduled for September 27-28, 2019.

Council Member Wiggins made a motion to approve item “b” on the Consent Agenda with the correct dates of September 27th and 28th, seconded by Council Member Chip Turner. All voted in favor of the motion.

Old Business:

a. Quasi-Judicial Public Hearing: 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)

Assistant City Manager Aaron Holland reminded Council that this request was originally brought before Council at the March 2019 meeting and had subsequently been tabled since. He explained that this is a request for a Special Use Permit for a Commercial Campground for property located on Kronbergs Court. 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 Campgrounds. Mr. Holland pointed out a change in staff's recommendation since the original request was received. He advised that the only condition staff is now recommending is a TRC-approved plan shall be in place before any construction activities begin.

Mayor Peterman opened the Quasi-Judicial Public Hearing by asking City Attorney Bryan Coleman to go over the Quasi-Judicial Hearing process. Mr. Coleman read a statement explaining the Council's role in a Quasi-Judicial Hearing. He read that an application for a Special Use Permit requires the City Council to hold a Quasi-Judicial Hearing. The Council will move from its usual role of a legislative body to a judicial body. The Council will be acting as a court would act to establish a factual background to support a decision about the rights of affected land owners. The applicant seeking approval in the Quasi-Judicial Hearing action has the legal burden to present sufficient evidence to support the approval of the application. The Council will take the evidence and obtain exhibits in order to establish the record. If there is an appeal from an aggrieved party, the record would be reviewed by a court of law to determine the validity of the Council's decision. He added that tonight's hearing is for consideration of a Special Use Permit pursuant to the City of Graham's Development Ordinance. He added that this is a Public Hearing and asked that anyone wishing to testify or present relative evidence, come forward to be sworn in. City Clerk Darcy Sperry swore in City Manager Frankie Maness, Mr. Holland, Mr. Chuck Talley, Mrs. Jennifer Talley, Mr. Ryan Moffett and Mr. Chad Huffines.

Mayor Peterman polled the Council for any ex-parte communication. He disclosed that he had spoken to Mr. & Mrs. Talley about this project. Mayor Pro Tem Kimrey asked Mayor Peterman about that conversation. Mayor Peterman stated that he knew the project was coming, but that was the extent of the conversation. By consensus, Council Members saw no reason Mayor Peterman should be recused.

Mayor Peterman asked Mr. Holland to go over the exceptions he spoke about earlier. Mr. Holland stated that since March, staff and the applicant have been working on some of the technical aspects of the project and staff now believes that the first two conditions will be covered in the third condition, which states a TRC-approved plan shall be in place before any construction activities begin as part of approval.

Mr. Moffett of 522 South Lexington Avenue Burlington stepped forward and identified himself as the applicant's attorney. Mr. Moffett reviewed the six conditions for approval laid out in the City's Development Ordinance and how his client has met each condition. Mr. Moffett asked Council to consider the information he provided, as well as information from the applicants, as evidence in support of the required conditions and favorably grant the Special Use Permit as recommended by City Staff.

Mrs. Talley of 808 Sideview Street Graham stepped forward to address Council. She provided Council with an informational packet highlighting the property highlights and area attractions in and surrounding the proposed I-40 Drive-In and Campground. Ms. Sperry labeled the packet Exhibit A and submitted it into evidence. Following a review of the packet by Mrs. Talley, Mayor Pro Tem Kimrey asked about the discrepancy in sites between the original request and the current site plan shown to Council. He added that the original request was for up to 75 sites, while the plan shows 61. Mrs. Talley stated that Planning Director Nathan Page is the one who suggested they ask for 75 sites, in the event that space permits additional sites once construction begins. She added that this would allow them flexibility without having to come back before Council.

Mr. Talley of 808 Sideview Street Graham stepped forward to address Council. Mr. Talley advised that originally they only planned for the Drive-In Theater, however when looking at the property with the environmental company they hired, a stream which ended where the proposed concession stand would be located was identified. Mr. Talley stated that in time, additional streams/wetlands were identified thus making the entrance to the property a bottle-neck. In light of this new information, he met with his engineer Mr. Huffines, as well as City Manager Frankie Maness. It was then that he was told that an RV park was a possible use for that property. He advised that his lender is more enticed to move forward with the second income producing use for the property. He added that he is trying to create a unique destination for those traveling to and through Graham as well as something Graham residents can enjoy.

Mayor Pro Tem Kimrey asked if there would be restrictions on the campers and/or pull along trailers. Mr. Talley stated that this would be a Class A Park which will not have any long-term residents. He added that most Class A Parks limit those who stay to no more than 90 days and all RV's will be parked on a concrete slab. Mayor Pro Tem Kimrey asked about on site water and sewer connections, electricity and shower or laundry facilities. Mr. Talley advised that all sites would have water, sewer and electricity and there would be a bathhouse on site. Mayor Pro Tem Kimrey also asked if there would be an area which would sell supplies. Mr. Talley advised that a general store is proposed for the property. Mayor Pro Tem Kimrey asked if there would be any gas or equipment sales. Mr. Talley stated that there might be golf cart rentals.

Mayor Pro Tem Kimrey asked about playground equipment. Mr. Talley stated that any equipment would be geared toward young children. Mayor Pro Tem Kimrey asked how many of the 61 proposed sites would be located in the 100 year flood plain. Mr. Talley stated all but 12. Mayor Pro Tem Kimrey asked if campers would be required to sign a waiver to exempt the owners and the City from any injury to person arising out of the use of the campground or the property. Mr. Talley stated that they want to reduce the risk for themselves as well as the City and will work all that out with City Attorney Mr. Coleman. Mayor Pro Tem Kimrey asked if the City would be named on general and flood insurance for this campground. Mr. Moffett stated that they have not discussed that yet and are not prepared to say that would be the case. Mr. Moffett added that would be taken care of when they go through the Technical Review Committee process.

Council Member McClure asked what the proposed SCM area is on the plan. Mr. Huffines of 505 East Davis Street stated it is for stormwater control measure. Council Member McClure asked about the various recreational activities planned for the property and if the configuration of the proposed Drive-In screens had been vetted by NCDOT. Mayor Peterman reminded everyone that this Public Hearing is for the campground portion of the property only and questions asked should relate to the campground only. Mr. Holland stated that campgrounds require a Special Use Permit and that is what is before Council at this meeting.

Council Member Turner asked what type of events might be planned for the event space on the proposed plan. Mr. Talley stated that the Drive-In might hold events such as an American Graffiti night where people show up in old cars and dress the part. He also mentioned concerts and car shows as possible events.

Mr. Moffett wanted to revisit his earlier answer to Mayor Pro Tem Kimrey's question about flood risk to the City. He stated that is part of the conversation they will have with Public Works and engineering to make sure that City infrastructure is protected from any risk of flood. He added that as far as insurance, they do not know yet what that definitive measure is going to look like. Flood risk will be addressed. Mayor Pro Tem Kimrey stated that he hopes Mr. Moffett understands his concerns with the City approving a campground in the 100 year flood zone. Mayor Pro Tem Kimrey stated that there are certain risks and the City assumes responsibility with approval and the City being held liable for putting the public in danger by allowing something to occur in the 100 year flood plain. Mr. Moffett acknowledged Mayor Pro Tem Kimrey's concerns.

With no further comments forthcoming, Mayor Peterman closed the Public Hearing. Mayor Pro Tem Kimrey made a motion that the application be approved with the following conditions:

- A TRC-approved plan shall be in place before any construction activities begin.
- All campers in the campground be required to sign a waiver to exempt the City and owners from damages to property and injury to persons arising out of the use of the camping facilities.
- The City of Graham be named as additionally insured on general and flood insurance.

He moved to adopt the Findings of Fact and Conclusions of Law as presented in the staff report and stated that the application is consistent with The Graham 2035 Comprehensive Plan and added that this action is reasonable and in the public interest for the following reasons: It will increase tourism (Policy 2.1.8) in the Comprehensive Plan, and increase the development density to one of our industrial properties. Council Member Wiggins seconded the motion and all voted in favor of the motion.

b. Public Hearing: Approve Resolution Ordering Closure of a Portion of Baldwin Road

Mr. Holland explained that at last month's meeting, Council was informed that the City had received a request from Mark & Wanda Blalock for the removal of a proposed roadway, which bisects their land on Baldwin Road. He added that this portion of Right-of-Way exists only on a Plat and has not been constructed. Mr. Holland further added that this section of roadway is not currently counted for the purposes of the Powell Bill and therefore the City receives no funds from the State for it. Staff recommends approval.

With no comments forthcoming, Mayor Peterman opened and closed the Public Hearing. Council Member Wiggins made a motion to approve the Resolution Ordering the Closing of a portion of Baldwin Road, seconded by Mayor Pro Tem Kimrey. All voted in favor of the motion.

A RESOLUTION ORDERING THE CLOSING OF A PORTION OF BALDWIN ROAD

WHEREAS, on the 4th day of June, 2019, the City Council of the City of Graham directed the City Clerk to publish the Resolution of Intent of the City Council to consider closing a portion of Baldwin Road, a public street right-of-way as described in Exhibit A, in the Alamance News once each week for four successive weeks, such resolution advising the public that a meeting would be conducted in the Council Chambers of the Graham City Hall on July 2, 2019; and

WHEREAS, the City Council on the 4th day of June, 2019, ordered the City Clerk to notify all persons owning property abutting the portion of Baldwin Road by registered or certified mail, enclosing with such notification a copy of the Resolution of Intent; and

WHEREAS, the City Clerk has advised the Graham City Council that adequate notices were posted on the applicable street as required by G.S. 160A-299; and full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the closing of said street in the public hearing held on July 2, 2019; and

WHEREAS, it now appears to the satisfaction of the Graham City Council that the closing of a portion of said street is not contrary to the public interest, and that no individual owning property, either abutting the street or in the vicinity of the street, will as a result of the closing be thereby deprived of a reasonable means of ingress and egress to his property;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Graham that a portion of Baldwin Road, as described in Exhibit A, is hereby ordered closed, subject to any reservation of right set forth below and in accordance with G.S. 160-299(c), all right, title, and interest that may be vested in the public to said street are hereby released and quitclaimed to the abutting property owners in accordance with the provisions of G.S. 160A-299.

In accordance with G.S. 160A-299(f) the City hereby reserves all of its right, title, and interest in any utility improvement within the closed street with such reservation extends to utility improvements or easements owned by private utilities which at the time of the street closing have a utility agreement or franchise with the City. The City further declares a utility easement being described as:


Situated in the City of Graham, Graham Township, Alamance County, North Carolina.

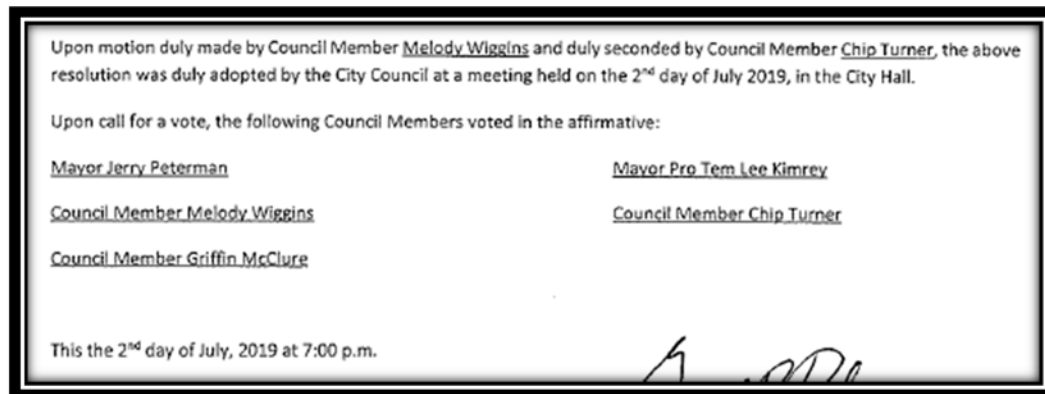
BEGINNING AT A EXISTING IRON PIPE ,A COMMON CORNER WITH PROPERTY OF NORTH CAROLINA STATE HIGHWAY COMMISSION, THENCE N 87°32'54" E, A DISTANCE OF 202.86' TO A MATHEMATICAL POINT, THENCE S 02°48'49" W, A DISTANCE OF 14.44' TO A MATHEMATICAL POINT, THENCE S 88°55'22" W, A DISTANCE OF 203.83' TO A MATHEMATICAL POINT, THENCE N 10°34'55" E, A DISTANCE OF 9.75' TO AN EXISTING IRON PIPE, BEING THE POINT AND PLACE OF BEGINNING AND CONTAINING 0.06 ACRES AS SHOWN AS LOT 4 ON A PLAT TITLED PROPERTY OF MARK T. BLALOCK AND WANDA G. BLALOCK, COMPLETED BY CAROLINA CORNERSTONE SURVEYING, DATED 03/29/19.

In accordance with G.S. 160A-299(b) any person aggrieved by the dosing of this street may appeal the Order to the General Court of Justice within thirty days of its adoption.

The Mayor and the City Clerk are hereby authorized to execute quitclaim deeds or other necessary documents in order to evidence vesting of all right, title and interest in those persons owning lots or parcels of land adjacent to the street or alley, such title, for the width of the abutting land owned by them, to extend to the centerline of the herein closed Drive in accordance with the provision of G.S. 160A-299(c).

The City Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of Alamance County a certified copy of this Street Closing Order.





- c. **Public Hearing: Petition for Voluntary Contiguous Annexation for a 111.44 acre area off Rogers Road (GPIN 8872986536 & 8873900485) (AN1901)***
- i. **Approve Annexation Ordinance***

Mr. Holland explained that this is a request to annex in approximately 111 acres of property off Rogers Road in the corporate City limits. He added that water and sewer are available. Mr. Holland further added that the annexation process has multiple steps and following a Public Hearing, approval of an Annexation Ordinance is the final step for Council in the annexation process. Staff recommends approval.

Mayor Peterman opened the Public Hearing. Council Member McClure stated that earlier in the day, the Triad Business Journal reported that Shugart Enterprises, LLC had been sold to a company out of Irmo South Carolina. He asked if that might have any effect on this request. City Attorney Bob Ward answered no. With no further comments forthcoming, Mayor Peterman closed the Public Hearing.

Council Member McClure made a motion to approve the Annexation Ordinance to Extend the Corporate limits of the City of Graham, North Carolina, for an area off Rogers Road, seconded by Council Member Wiggins. All voted in favor of the motion.

ANNEXATION ORDINANCE
TO EXTEND THE CORPORATE LIMITS
OF THE
CITY OF GRAHAM, NORTH CAROLINA
FOR AN AREA OFF ROGERS ROAD (AN1901)

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

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

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at City Hall, 201 South Main Street, Graham at 7:00 P.M. on July 2, 2019, after due notice by publication on June 20, 2019; and

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

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

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Graham as of July 31, 2019:

ALL of that certain piece, parcel or tract of land lying and being in the City of Graham, Graham Township, Alamance County, North Carolina, and being more particularly described as follows:

DESCRIPTION IS OF THE DIXIE W. ROGERS ETAL PROPERTY AS RECORDED IN DEED BOOK 550, PAGE 473 OF THE ALAMANCE COUNTY REGISTER OF DEEDS AND BEING PARCEL ID # 130476 TOGETHER WITH A PORTION OF THE SHOFFNER LAND AND TIMBER, LLC PROPERTY AS RECORDED IN DEED BOOK 2512, PAGE 695 OF THE ALAMANCE COUNTY REGISTER OF DEEDS AND BEING PARCEL ID # 131641 AND IS AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIPE, SAID PIPE HAVING A NC NAD 83 (NSRS2011) COORDINATE OF N:830,321.28, E:1,878,218.84, SAID PIPE ALSO BEING A COMMON CORNER WITH THE JEAN S BONEY REVOCABLE TRUST PROPERTY AS DESCRIBED IN DEED BOOK 2519, PAGE 613; THENCE WITH THE EASTERN LINE OF THE JEAN S BONEY REVOCABLE TRUST PROPERTY

S 64°05'28" E FOR A DISTANCE OF 835.66 FEET TO AN EXISTING 1" PINCH TOP; THENCE CONTINUING WITH THE EASTERN LINE OF THE JEAN S BONEY REVOCABLE TRUST PROPERTY S 64°16'27" E FOR A DISTANCE OF 160.00 FEET TO A CALCULATED POINT IN THE CENTERLINE OF LITTLE ALAMANCE CREEK, SAID POINT BEING A COMMON CORNER WITH THE SHOFFNER LAND AND TIMBER, LLC PROPERTY AS DESCRIBED IN DEED BOOK 2512, PAGE 695; THENCE WITH THE SHOFFNER LAND AND TIMBER, LLC. PROPERTY S 64°16'27" E FOR A DISTANCE OF 335.12 FEET TO A POINT IN THE CENTERLINE OF LITTLE ALAMANCE CREEK; THENCE THE FOLLOWING TWENTYTWO (22) CALLS TO CALCULATED POINTS IN THE CENTERLINE OF LITTLE ALAMANCE CREEK,

- (1) N 55°15'21" E FOR A DISTANCE OF 54.94 FEET; THENCE
- (2) N 85°15'23" E FOR A DISTANCE OF 148.60 FEET; THENCE
- (3) N 40°16'02" E FOR A DISTANCE OF 115.52 FEET; THENCE
- (4) N 18°10'36" W FOR A DISTANCE OF 154.72 FEET; THENCE
- (5) N 12°52'15" W FOR A DISTANCE OF 256.88 FEET; THENCE
- (6) N 34°43'03" E FOR A DISTANCE OF 75.43 FEET; THENCE WITH THE MARTIN L. SHOFFNER PROPERTY AS RECORDED IN DEED BOOK 3440, PAGE 381,
- (7) S 81°45'47" E FOR A DISTANCE OF 169.58 FEET; THENCE
- (8) S 84°04'09" E FOR A DISTANCE OF 263.67 FEET; THENCE
- (9) S 80°26'01" E FOR A DISTANCE OF 114.19 FEET; THENCE
- (10) S 66°47'27" E FOR A DISTANCE OF 190.33 FEET; THENCE

- (11) S 37°41'56" E FOR A DISTANCE OF 209.62 FEET; THENCE
- (12) S 08°21'10" E FOR A DISTANCE OF 86.52 FEET; THENCE
- (13) S 04°35'47" W FOR A DISTANCE OF 50.86 FEET; THENCE
- (14) S 43°49'02" W FOR A DISTANCE OF 38.22 FEET; THENCE
- (15) S 82°19'35" W FOR A DISTANCE OF 146.52 FEET; THENCE
- (16) S 60°50'31" W FOR A DISTANCE OF 268.25 FEET; THENCE
- (17) S 05°47'09" W FOR A DISTANCE OF 8.69 FEET; THENCE
- (18) S 05°47'09" W FOR A DISTANCE OF 38.96 FEET; THENCE
- (19) S 33°53'21" E FOR A DISTANCE OF 143.51 FEET; THENCE
- (20) S 88°11'32" E FOR A DISTANCE OF 134.20 FEET; THENCE
- (21) S 38°14'39" E FOR A DISTANCE OF 142.86 FEET; THENCE
- (22) S 49°11'57" E FOR A DISTANCE OF 191.62 FEET;

THENCE LEAVING THE CENTERLINE OF LITTLE ALAMANCE CREEK ALONG THE SOUTHERN LINE OF THE FOUST FAMILY PROPERTIES, LLC PROPERTY AS DESCRIBED IN DEED BOOK 3520, PAGE 846 S 01°38'44" W FOR A DISTANCE OF 629.73 FEET TO AN EXISTING 1 ½" IRON PIPE, SAID PIPE BEING A COMMON CORNER WITH THE ETHEL C. ROGERS HEIRS PROPERTY AS DESCRIBED IN DEED BOOK 205, PAGE 536; THENCE WITH THE ETHEL C. ROGERS HEIRS PROPERTY THE FOLLOWING FOUR (4) CALLS,

- (1) N 88°54'32" W FOR A DISTANCE OF 131.76 FEET TO AN EXISTING 1 ½" IRON PIPE; THENCE
- (2) S 10°42'15" E FOR A DISTANCE OF 1838.49 FEET TO AN EXISTING ¾" IRON REBAR; THENCE
- (3) S 39°16'16" E FOR A DISTANCE OF 199.48 FEET TO AN EXISTING ½" IRON REBAR; THENCE
- (4) S 39°16'16" E FOR A DISTANCE OF 10.00 FEET TO A CALCULATED POINT ON THE TOP OF BANK OF BIG ALAMANCE CREEK;

THENCE WITH THE TOP OF BANK OF BIG ALAMANCE CREEK THE FOLLOWING SIX (6) CALLS TO CALCULATED POINTS ON THE TOP OF BANK

- (1) S 55°03'43" W FOR A DISTANCE OF 69.03 FEET; THENCE
- (2) S 79°57'14" W FOR A DISTANCE OF 67.12 FEET; THENCE
- (3) N 88°04'58" W FOR A DISTANCE OF 81.66 FEET; THENCE
- (4) S 87°26'28" W FOR A DISTANCE OF 98.46 FEET; THENCE
- (5) N 86°14'49" W FOR A DISTANCE OF 136.25 FEET; THENCE
- (6) S 75°45'24" W FOR A DISTANCE OF 103.48 FEET;

THENCE LEAVING THE TOP OF BANK OF BIG ALAMANCE CREEK ALONG THE EASTERN LINE OF THE FORKS OF ALAMANCE SUBDIVISION PROPERTY AS SHOWN ON PLAT BOOK 78, PAGE 426/427 THE FOLLOWING SEVEN (7) CALLS,

- (1) N 29°16'44" W FOR A DISTANCE OF 167.91 FEET TO A ¾" EXISTING IRON REBAR; THENCE
- (2) N 29°16'44" W FOR A DISTANCE OF 1029.54 FEET TO A ¾" EXISTING IRON REBAR; THENCE
- (3) S 76°47'52" W FOR A DISTANCE OF 400.34 FEET TO A ½" EXISTING IRON REBAR; THENCE
- (4) S 76°47'52" W FOR A DISTANCE OF 260.10 FEET TO A 1" EXISTING IRON PIPE; THENCE
- (5) N 03°19'45" W FOR A DISTANCE OF 664.75 FEET TO A ½" EXISTING IRON REBAR; THENCE
- (6) N 03°19'45" W FOR A DISTANCE OF 654.40 FEET TO AN EXISTING STONE; THENCE
- (7) N 51°51'11" W FOR A DISTANCE OF 726.37 FEET TO A ½" EXISTING IRON REBAR,

SAID REBAR BEING A COMMON CORNER WITH THE CECIL AND KRISTI EAKES PROPERTY AS DESCRIBED IN DEED BOOK 2728, PAGE 926; THENCE WITH THE EAKES PROPERTY THE FOLLOWING TWO (2) CALLS,

- (1) N 04°08'29" E FOR A DISTANCE OF 76.80 FEET TO AN IRON REBAR SET; THENCE
- (2) N 85°50'09" W FOR A DISTANCE OF 199.96 FEET TO A ¾" EXISTING IRON PIPE,

SAID IRON PIPE BEING IN THE EASTERN RIGHT OF WAY OF ROGERS ROAD, STATE ROAD # 2309; THENCE WITH THE RIGHT OF WAY OF ROGERS ROAD THE FOLLOWING FOUR (4) CALLS

- (1) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2896.77 FEET AND A CHORD BEARING AND DISTANCE OF N 01°20'00" E FOR A DISTANCE OF 250.87 FEET TO AN IRON REBAR SET; THENCE
- (2) N 01°19'11" W FOR A DISTANCE OF 238.26 FEET TO AN IRON REBAR SET; THENCE
- (3) N 02°09'46" W FOR A DISTANCE OF 374.54 FEET TO AN IRON REBAR SET; THENCE
- (4) N 00°14'45" W FOR A DISTANCE OF 76.39 FEET TO AN IRON REBAR SET;

THENCE LEAVING THE RIGHT OF WAY OF ROGERS ROAD ALONG THE SOUTHERN PROPERTY LINE OF THE JEAN S BONEY REVOCABLE TRUST PROPERTY AS DESCRIBED IN DEED BOOK 2519, PAGE 613 THE FOLLOWING,

S 64°05'28" E FOR A DISTANCE OF 5.36 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 111.439 ACRES MORE OR LESS AS SHOWN ON A SURVEY PLAT BY GREEN MOUNTAIN ENGINEERING AND BEING GME PROJECT NUMBER 17-096.

Section 2. Upon and after July 31, 2019, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Graham and shall be entitled to the same privileges and benefits as other parts of the City of Graham. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Adopted this, the 2nd day of July, 2019.

Requests & Petitions from Citizens:

a. Encroachment License Agreement Request by Jason Cox for property on West Elm Street side of 20 SW Court Square

Mr. Holland explained that Jason Cox has submitted a written request and supporting photos for a proposed grease trap to be installed within the sidewalk on the W. Elm Street side of the property located at 20 SW Court Square. The intent of the grease trap is to serve a future restaurant at the location. An encroachment license agreement approved by City Council is required pursuant to Sec. 18-2(c) of the City's Code of Ordinances. He added that City staff has met and concurs with the proposed location of the grease trap and that Historic Resources Commission approval is not required for this installation. Mr. Holland stated that there is a nominal expense to the City for costs associated with processing and monitoring of the license. He added that staff recommends approval, this proposed project has received all necessary reviews and approvals and there appears to be no conflict within the Right of Way.

Following a brief discussion between Council Members and staff, Mayor Pro Tem Kimrey made a motion to authorize the City Manager and City Attorney to enter into an encroachment license agreement with Jason Cox for a proposed grease trap on the W. Elm Street side of the 20 SW Court Square property as identified by the submitted photos with the following condition(s):

- Provide proof and maintenance of \$1,000,000 in liability insurance with the City as additional insured.
- Provide a final survey to confirm approved use of public space.
- Improvements under the Encroachment License must be made prior to the expiration of the building permit.

Council Member McClure seconded the motion and all voted in favor of the motion.

Alamance County Visitors Bureau Presentation – Grace VandeVisser, Executive Director:

Ms. Grace VandeVisser of 204 Single Tree Circle Haw River stepped forward and addressed Council. She presented a power point slide show highlighting the Alamance County Visitors Bureau's strategic plan, business objectives, types of marketing and promotion, occupancy tax collections, economic impact expenditures and regional visitor profile for the Piedmont area.

Council Members asked Ms. VandeVisser about grant availability, the order by which the Bureau's logo lists the cities names and the selection process of businesses/restaurants included in the guidebook.

Issues Not on Tonight's Agenda:

Council Member McClure wanted it known that the Small Area Downtown Plan being released next week is just a preliminary draft.

Mrs. Faucette advised that City Planner Alexa Powell wanted everyone to know that the Façade Grant application process has been opened and details can be found on the City's website.

Closed Session Pursuant to the Terms of N.C.G.S. §. 143-318-11 (a) (6): to consider the performance of the City:

At 8:44 p.m., Council Member Wiggins made a motion to go into Closed Session, seconded by Mayor Pro Tem Kimrey. All voted in favor of the motion.

At 9:31 p.m., Mayor Pro Tem Kimrey made a motion to reconvene the regular meeting, seconded by Council Member McClure. All voted in favor of the motion. Mayor Peterman advised that Council Members had discussed the performance of the City Manager and read the following statement: The entire Council appreciates the City Manager for his hard work during the past year. The past year was a difficult year especially in personnel, funding and the workload for our employees. Upon request of the City Manager, the Council will allow a 3% pay raise for himself to be divided proportionally to the employees in the pay grades 10-12. Those pay grades would include sanitation collector, general maintenance worker I, general maintenance worker II, plant maintenance mechanic I, police traffic enforcement and utility maintenance worker.

Council Member Wiggins stated she believed Mr. Maness is one of the best City Managers in the State of North Carolina. Council Member McClure commended Mr. Maness for all of his hard work. Council Member Turner stated that Mr. Maness has stood tall in the face of trials and tribulations. Mayor Pro Tem Kimrey spoke of Mr. Maness' availability and response times to questions he may have. Mayor Peterman stated he appreciates Mr. Maness every day. All Council Members spoke of Mr. Maness' unselfish decision to give back to the employees within the City.

At 9:35 p.m., Council Member Turner made a motion to adjourn, seconded by Mayor Pro Tem Kimrey. All voted in favor of the motion.

Darcy Sperry, City Clerk

**CITY OF GRAHAM
SPECIAL SESSION
TUESDAY, JULY 9, 2019
9:00 A.M.**

The City Council of the City of Graham met in special session at 9:00 a.m. on Tuesday, July 9, 2019, in the Council Chambers of the Municipal Building located at 201 South Main Street.

Council Members Present:

Mayor Jerry Peterman
Mayor Pro Tem Lee Kimrey
Council Member Chip Turner
Council Member Melody Wiggins

Also Present:

Frankie Maness, City Manager
Aaron Holland, Assistant City Manager
Bob Ward, City Attorney
Bryan Coleman, City Attorney

Council Members Absent:

Council Member Griffin McClure

Mayor Jerry Peterman called the meeting to order and presided at 9:00 a.m.

City Attorney Bob Ward explained that the purpose of the special meeting was to consider an ordinance to rescind the approval of an annexation ordinance adopted by the Council on July 2, 2019. Mayor Peterman made a motion to adopt an ordinance rescinding the annexation ordinance to extend the corporate limits of the City of Graham, North Carolina for an area off of Rogers Road (AN1901). Seconded by Council Member Wiggins. All voted in favor of the motion.

ORDINANCE
RESCINDING
ANNEXATION ORDINANCE
TO EXTEND THE CORPORATE LIMITS
OF
CITY OF GRAHAM, NORTH CAROLINA
FOR AN AREA OFF OF ROGERS ROAD (AN1901)

WHEREAS, Shugart Enterprises, LLC pursuant to G.S. 160A-31 petitioned the City of Graham to annex certain property off Rogers Road (AN1901); and

WHEREAS, a public hearing on the question of this annexation was held at City Hall, 201 South Main Street, Graham at 7:00 P.M. on July 2, 2019, after due notice by publication on June 20, 2019; and

WHEREAS, the City Council upon conclusion of the public hearing adopted an Ordinance annexing 111.439 acres as more particularly set forth in the Annexation Ordinance (AN1901) and recorded in the Alamance County Register of Deeds on July 3, 2019 in Book 03892, Start Page 0657 and End Page 0659 which is incorporated herein by reference; and

WHEREAS, it was subsequently discovered that the property described in said Annexation Ordinance (AN1901) had been transferred by deed recorded in Book 03892, Page 0251 and End Page 0255 by Shugart Enterprises, LLC to Clayton Properties Group, Inc. at 1:50:06 p.m. on July 2, 2019 prior to the hearing by the City Council which said deed is hereby incorporated by reference; and

WHEREAS, it appearing that the petitioner, Shugart Enterprises, LLC, at the time of said hearing was not the owner of said property and therefore was not the real party in interest and otherwise without standing to request said annexation at said hearing; and

WHEREAS, Clayton Properties Group, Inc., the legal owner at the time of said hearing would be the proper party to request annexation of said property; and

WHEREAS, the City Council determined that the legal owner of said property not having filed a valid annexation petition and not properly before the City Council, the action by the City Council on July 2, 2019 would not be valid as to the annexation of said property described in (AN1901); and

WHEREAS, the City Council therefore determined that said Ordinance (AN1901) adopted on July 2, 2019 should be rescinded; and

WHEREAS, the City Council at a meeting of this body upon notice duly convened on July 9, 2019 in accordance with the Open Meetings Law (G.S. Section 143-318.12(b)(2)) to consider this matter of the rescission of said Annexation Ordinance (AN1901); and

NOW THEREFORE, the City Council does hereby RESCIND AND REPEAL the action of July 2, 2019 adopting Annexation Ordinance (AN 1901); and said action adopting said Ordinance is otherwise of no effect.

The Mayor of the City of Graham shall direct city staff to take all actions required to give full force and effect to this action and shall cause to be recorded in the office of the Register of Deeds of Alamance County, this ORDINANCE RESCINDING ANNEXATION ORDINANCE TO EXTEND THE CORPORATE LIMITS OF CITY OF GRAHAM, NORTH CAROLINA FOR AN AREA OFF OF ROGERS ROAD (AN1901).

Adopted this, the 9th day of July, 2019.

With no further business, at 9:07 a.m. Mayor Pro Tem Lee Kimrey made a motion to adjourn, seconded by Council Member Chip Turner. All voted in favor of the motion.

Frankie Maness, City Manager

CITY OF GRAHAM
RELEASE ACCOUNTS

AUGUST

<u>ACCT #</u>	<u>YEAR</u>	<u>NAME</u>	<u>REASON FOR RELEASE</u>	<u>AMOUNT RELEASED</u>
521775	2019	BV 170 LLC	RE IN WRONG NAME - DISCOVERED IN CORRECT NAME	2,880.59
25144	2019	ANDRESS, CHARLES LOGAN	QUALIFIED FOR HOMESTEAD EXEMPTION	179.43
443659	2019	SLOMINSKI, FREDERICK L	QUALIFIED FOR DISABLED VETERAN EXCLUSION	\$204.75
665048	2019	SPRINKLE, ROBERT HARRY	PROPERTY SOLD BEFORE 7/1, REMOVE EXEMPTION AND BILL FULL TAX BILL TO NEW OWNER	\$498.17
678089	2019	CASHION, JOHN EDWARD III	DOES NOT LIVE IN CITY OF GRAHAM-BOAT	\$68.76
678174	2019	REICHENBACH, KENNETH WADE	BOAT HAD WRONG VALUE	\$163.57

TOTAL RELEASES 3995.27

City of Graham

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

PRELIMINARY REPORT FOR FISCAL YEAR 2018 – 2019

TO: Frankie Maness, City Manager
Graham City Council

FROM: Sandy P. Callahan, Tax Collector

DATE: July 25, 2019

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

Attached to this Report is a combined list of the persons owning real property whose taxes for 2018 remain unpaid, and persons not owning real property whose personal property taxes for 2018 remain unpaid, along with the principal amount owed by each person.

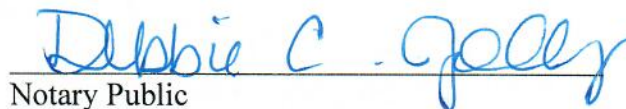
In compliance with the N.C.G.S. 105-373(a)(3), attached hereto is a Report entitled "Settlement for Current Taxes for Fiscal Year 2018-2019" dated June 30, 2019 setting forth my full settlement for all taxes in my hands for collection for the fiscal year 2018-2019.

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

Respectfully submitted,

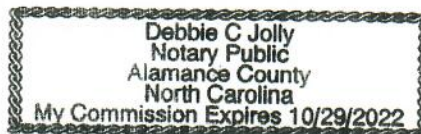

Sandy P. Callahan, Tax Collector

SWORN TO AND SUBSCRIBED BEFORE ME, this 25th day of July, 2019.


Notary Public

My Commission expires:

10/29/2022



SETTLEMENT FOR CURRENT TAXES FOR FISCAL YEAR 2018-2019
June 30, 2019

	TOTAL PROPERTY VALUATION	RATE	AMOUNT OF LEVY
TAX LEVY-CITY WIDE	1,076,915,481	0.455%	4,899,975.23
<u>DISCOVERIES:</u>			
CURRENT YEAR & PRIOR YEAR	5,991,288		27,246.73
<u>ABATEMENTS:</u>	(2,745,068)		(12,548.66)
<u>ANNEXATIONS</u>	776,244		3,246.89
<u>UNCOLLECTED INTEREST</u>			4,178.15
<u>UNCOLLECTED ADVERTISING COST</u>			80759.03
<hr/>			
TOTAL LEVY FOR YEAR	1,080,937,945		4,917,920.19
LESS UNCOLLECTED TAX:			
REAL PROPERTY			69,856.16
PERSONAL PROPERTY			<u>5,898.30</u>
			75,754.46
CURRENT YEAR TAXES COLLECTED:			4,842,165.73
PERCENT OF CURRENT YEAR COLLECTED:			98.46%
<hr/>			
DMV VEHICLE TAX & TAG RECEIVED (July 1, 2018 - June 30, 2019)			552,109.44
TOTAL MOTOR VEHICLE COLLECTION			552,109.44

Submitted by: Sandy P. Callahan, Tax Collector

TAXPAYER NO	NAME	YR RECEIPT	GENERAL	DOG	CAR	LATE	PRINCIPAL	INTEREST	COST	BALANCE
433889	A & N TOOL & MACHINE INC									
		2018 000012	1.57			.16	1.73	.08		1.81
		2018 000013	31.04			3.10	34.14	1.98		36.12
		2018 000014	2.77			.28	3.05	.16		3.21
										41.14 *
635716	ACENCIO, PEDRO									
		2018 000033	49.05			4.91	53.96	3.08		57.04
										57.04 *
668328	AGAPION, PROPERTIES II LLC									
P#144054		2018 000079	15,777.36				15,777.36	907.20	4.00	16,688.56
921 S MAIN ST										16,688.56 *
648294	AGUILAR, EFRAIN									
		2018 000085	30.30			3.03	33.33	1.92		35.25
										35.25 *
670034	AGUILAR, MARIA HORTENCIA									
		2018 000086	2.28			.23	2.51	.15		2.66
										2.66 *
653487	AGULIAR, ALVARO									
		2018 000088	4.55			.46	5.01	.30		5.31
										5.31 *
660575	AKINS, DAVID									
P#146297		2018 000095	446.32				446.32	25.68	4.00	476.00
208 - 2 N MELVILLE ST										476.00 *
666292	ALCACIO, BRENDA TERESA									
		2018 000142	38.90			3.89	42.79	2.46		45.25
										45.25 *
651068	ALLSTATE INSURANCE COMPANY									
		2018 000190	22.77				22.77	1.31		24.08
		2018 000191	5.66				5.66	.31		5.97
										30.05 *
659635	ALVAREZ, CRUZ JESUS A									
		2018 000196	20.43			2.04	22.47	1.30		23.77
										23.77 *
611683	AMAYA, ROLANDO CALVO									
		2018 000203	4.50			.45	4.95	.30		5.25
										5.25 *
628810	ANDREWS, PEGGE SMITH LIFE EST									
P#134488		2018 000241	1.24				1.24	.03	4.00	5.27
116 ALBANY ST										
P#146745		2018 000242	3.07				3.07	.06	4.00	7.13
412 JONES ST										12.40 *
604380	ANTHONY, ABRAM PHILLIP									
		2018 008562	14.92				14.92	.85		15.77
		2018 008573	12.15				12.15	.27		12.42
										28.19 *
635706	ARANDA, MARIA									
		2018 000296	19.61				19.61	1.14		20.75
										20.75 *
620357	ARIEL, JOSE									
		2018 000310	21.75			2.18	23.93	1.38		25.31



STAFF REPORT

SUBJECT:	DONATION OF PRINTING PRESS TO ELON UNIVERSITY
PREPARED BY:	FRANKIE MANESS, CITY MANAGER

REQUESTED ACTION:

Approve Resolution Authorizing Conveyance of a Chandler and Price Flatbed Printing Press to Elon University Pursuant to G.S. 160A-280.

BACKGROUND/SUMMARY:

The City of Graham, through the operation of the Graham Historical Museum, received a donation of an inoperable printing press that was originally utilized by Elon University. The printing press was restored to an operable condition by Jerry Peterman and was made available for display at the Graham Historical Museum. The Graham Historical Museum Advisory Board chose to cease the display and recommends the printing press be declared surplus and conveyed to Elon University for display and use in The School of Communications.



The General Statutes ([G.S. 160A-280](#)) allows for the conveyance of surplus personal property to a nonprofit organization.

FISCAL IMPACT

Negligible.

STAFF RECOMMENDATION:

Approval.

SUGGESTED MOTION(S):

I move we approve the Resolution Authorizing Conveyance of a Chandler and Price Flatbed Printing Press to Elon University Pursuant to G.S. 160A-280.

**RESOLUTION AUTHORIZING CONVEYANCE OF A CHANDLER AND PRICE
FLATBED PRINTING PRESS TO ELON UNIVERSITY PURSUANT TO G.S. 160A-280**

WHEREAS, the City of Graham was donated a Chandler and Price 10” x 15” flatbed printing press through the operation of the Graham Historic Museum; and

WHEREAS, Elon College originally purchased the Chandler and Price 10” x 15” flatbed printing press in 1938 from a Concord North Carolina newspaper. Because of their quick set-up and low production costs, small flatbed or “jobbing” presses, like this widely used Chandler and Price, were a cost effective way to print limited numbers of good quality smaller pieces. It was the second press purchased by the college and was used to print many items that had been printed off campus such as letterhead stationery, event programs, college forms, and tickets.; and

WHEREAS, Louis Jones and Jerry Peterman worked to preserve and restore the printing press; and

WHEREAS, North Carolina General Statute § 160A-280 authorizes the donation of any surplus personal property, including supplies, materials, and equipment, that the governing board deems to be surplus, obsolete, or unused; and

WHEREAS, the Graham Historical Museum Advisory Board recommends that the Chandler and Price 10” x 15” flatbed printing press be deemed surplus and that it be donated to Elon University.

THEREFORE, THE GRAHAM CITY COUNCIL RESOLVES THAT:

1. The Chandler and Price 10” x 15” flatbed printing press is hereby declared surplus; and
2. The City of Graham hereby conveys to Elon University the Chandler and Price 10” x 15” flatbed printing press subject to agreement that the preservation and restoration efforts of the Graham Historical Museum, Louis Jones and Jerry Peterman be acknowledged.
3. The property herein described shall be conveyed for no consideration.
4. 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 6th day of August, 2019.

Mayor Jerry Peterman

Attest:

Maroon and Gold, May 7, 1938:

by his wife, two children, Mrs. Bowden and Mr. William McNew York, and one grand-ouglas McHose Bowden.

entire campus wishes to its deepest sympathy to Mrs. Bowden and their

Day Celebration Is Colorful Affair

annual May Day celebration held last Saturday in the Alamance building. Many thought that the day would be such that a football game could not be held, as a very nice representation of students and many visitors. At the beginning of the day the College Band played a triumph march while the coronation of the May court was being held.

In the order of the Processional followed: the Flower Girls, the Maid of Honor, The Crown, The Spirit of May, The May Court and the Queen of May. After the coronation the May Pole was the center of attraction. Tommy Gaylord was featured as the clown of the day. Country people then presented a dance. The College choir presented two selections. The Spirit of May appeared on the scene and the "Role of the Day" received a ovation from the spectators. The Minuet then followed with graceful bowing after the coronation. The Queen of May had been crowned.

partment will be to conduct a unified program of education beginning with the grades in the Sunday School. The Rev. F. C. Lester was elected as promotional secretary for the Convention, which also includes the work of the Board of Christian Education.

North Dormitory and I. T. K. Fraternity Teams Playing In World Series For The Elon Campus Softball Championship

The world series softball games began the last of this week to decide the campus championship. The I. T. K. fraternity and North dormitory teams are competing in the series which consist of a five games. Percentage basis will be used, of course, to decide the winners. Last Tuesday the I. T. K.'s emerged the victors, 9 to 2.

The I. T. K.'s have won all of their games in their fraternity league and the North dormitory team has won all but one of the games in the dormitory league. They lost one game to East dormitory.

As in regulation baseball there has been a certain amount of sprained fingers, arms, and ankles, as well as skinned hips. Two of the North dormitory squad are out with injuries sustained in the games.

The title which will go to the winning team will be that of campus softball champions and a bronze plaque will be awarded to the winning team.

definitely on the upward move on this campus. Since this is the last year for some of the boys on the team, the student body could not show its appreciation more than by attending the matches with more regularity, and in even greater numbers.

Managers Arnie Anchelewitz of the North dormitory team and Lloyd Whitley of the I. T. K. team have both done some mighty hard work to put their teams at the head of their respective leagues, and the series games already started are showing the fruits of their labors. These games are more interesting than many regulation baseball games.

Starting lineups are as follows:

North	I. T. K.
Paul, 1 b	Lilien, 3 b
Capillary, 2 b	Caruso, s f
Art Lea, s f	Walker, c f
Fowlkes, c	Bradley, s s
Causey, p	McBrayer, 1 b
Senter, r f	Finley Lee 2 b
Brennon, 3 b	Bill Jones r f
Caruso, 1 f	Kazlow, 1 f
James, s s	Whitley p
Lichfield, c f	Taylor c

Substitutes: North: Howard Blanks, Latta, Manchester and Hill. I. T. K.: Cheshire, Day Cromlish and Huffines.

The Maroon and Gold congratulates Walter Fonville upon his election as Vice-President of the Federation and wishes every member of the Executive Committee success for the coming year.

College Acquires New Printing Machinery

The Elon Press has a new addition in the form of printing machinery. An up to date 10 by 15 inch Chandler and Price job press was installed last Tuesday. This press was bought from a newspaper in Concord, N. C., and is to do all the college printing up to 10 in. by 15 inches. The jobber will solve the problem of programs, letter heads, envelopes, blank forms, and all such work that has heretofore been printed off the campus, or at a disadvantage on the press now owned by the College.

The printing room activities were started more or less as an experiment last year. Since that time they have proved very successful in that the Maroon and Gold has been published with more regularity and ease, as well as the Elon Collonades. The fact that the printing work has done well has made the College feel safe in buying other equipment. It is hoped that in the future more machinery will be acquired as the demand grows. A good thing has been started, and there is no reason why it should not continue successfully. The success is deemed to be educational as well as financial.

Citizen-Times, was chief speaker at the annual banquet. Other speakers scheduled were: Jack Wade, sports editor of the Charlotte Observer; Cameron Shipp, of the Charlotte News; Raymond Thompson, of the Lassiter Press; Harrie Keck, of the Charlotte Observer printing house, and many others.

College Is Host To County Music Festival

The College was host to over 1500 school children from schools in Alamance County on Friday afternoon, April 29th. The children participated in the second annual Music Festival to be held in this county. M. E. Yount, superintendent of county schools, was master of ceremonies.

The festival was divided into four parts, the primary grades, the grammar grades, the high school choruses, and the instrumental group. Each part showed a decided improvement over last year, and proved that public school music is on its way up in Alamance County.

Tacoma, Wash. (ACP)—One of the most unique colleges in the U. S.—an institution that has never had an endowment—will celebrate the 5th anniversary of its founding this year. The College of Puget Sound has never had outside support, and has passed through the last eight years with its income always exceeding its expenditures. It has 600 students, four buildings, and a 40-acre campus.

STAFF REPORT

SUBJECT:	MUTUAL AID MOU WITH ALAMANCE COUNTY
PREPARED BY:	BRIAN FAUCETTE, DIRECTOR OF RECREATION AND PARKS

REQUESTED ACTION:

Authorize the City Manager to execute a Mutual Aid Memorandum of Understanding (MOU) with Alamance County for Alamance County Detention Center Evacuation.

BACKGROUND/SUMMARY:

Alamance County is requesting the approval of a MOU that seeks to provide options for the confinement of inmates from the Alamance County Detention Center in the event a disaster requires partial or complete facility evacuation. Secondly, the MOU provides an advanced understanding as it relates to expectations and responsibilities of the City and County during such an event.

The MOU stipulates the use of the Graham Recreation Center upon request and consultation with Alamance County during an event that requires evacuation. It is duly noted that the Graham Recreation Center also serves as a Red Cross Emergency Shelter and this MOU does not intend to supersede such use. The declaration of a Red Cross Emergency Shelter is currently conducted in consultation with Alamance County. Therefore, this MOU would not necessarily introduce another party.

FISCAL IMPACT:

Negligible.

STAFF RECOMMENDATION:

Approval.

SUGGESTED MOTION(S):

Authorize the City Manager to execute a Mutual Aid Memorandum of Understanding with Alamance County for Alamance County Detention Center Evacuation.

ALAMANCE COUNTY JAIL EVACUATION

Mutual Aid

Memorandum of Understanding

This Mutual Aid Memorandum of Understanding ("MOU") is dated for reference purposes only as of June 24, 2019, and is entered into voluntarily by and among Alamance County and the undersigned the City of Graham, hereinafter referred to as "Agency" or "party", that have agreed to provide mutual aid at the time of a disaster.

Nothing in this MOU is intended to create any relationship among the Agency other than that of independent entities agreeing with each other solely for the purposes set forth in this MOU.

This MOU is not legally binding on the parties, but rather is a voluntary agreement based on the belief and commitment of the undersigned Agencies that as a result of any community emergency or disaster, regardless of cause, which exceed the effective response capabilities of Alamance County, the County may request assistance from the other Agencies that are parties hereto as more generally described below.

This document is intended to (i) augment, not replace, each Agencies' disaster plan and (ii) supplement the rules and procedures governing interaction with other Agencies during a disaster. Each Agency shall have full and absolute discretion to determine the extent, if any, to which it wishes to provide resources to assist Alamance County under this MOU. Accordingly, no Agency shall be required to provide medical supplies, equipment, services, personnel or bed capacity to another Agency, either during a disaster or emergency or at any other time, regardless of available capacity or other conditions at the requesting or donating Agency. For purposes of this MOU, the disaster may be an "external" or "internal" event for one or more Agencies and is subject to an affected emergency management plan being fully implemented. The terms of this MOU are intended to be incorporated into each Agencies' emergency management plans.

By signing this MOU each Agency is evidencing its intent to abide by the terms of the MOU in the event of a disaster. The City of Graham reserves the discretion to determine the priority of use of its facilities (i.e. for use by city residents and/or Red Cross) in the event of any disaster; it is provided however that the City of Graham agrees to make reasonable efforts to comply with the following:

Term of the MOU

The term of this MOU shall be effective from June 24, 2019, through January 31, 2022. The term of this MOU shall be renewed for 3-year periods upon the terms and conditions then in effect, unless a party gives the other parties written notice of its intention not to renew, which notice shall be given no less than thirty (30) days prior to the expiration date of the then current term.

Evacuation of the Alamance County Detention Center

2.1 If a disaster affects the Alamance County Detention Center resulting in partial or complete Facility evacuation, upon request of Alamance County, the City of Graham agrees to participate in the distribution of inmates from the Alamance County Detention Center to the Graham Recreation Center. Graham Recreation Center will serve as the primary location for the Alamance County Detention Center evacuation in the event that an evacuation is warranted.

2.2 In the event of a partial or complete facility evacuation, Alamance County will contact the City Of Graham with an evacuating request per established Agency protocol, policy and guidelines.

The City Of Graham agrees to provide facility space to house at a maximum 500 inmates.

Alamance County agrees to provide the transportation of all personnel from the detention center to the Graham Recreation Center. Alamance County agrees to provide drivers for the buses to the extent possible. Alamance County will provide the necessary staff to maintain order and security on the buses during transport.

2.3 The request for the transfer of inmates by Alamance County initially may be made verbally. The request, however, must be followed with a written communication. Alamance County, to the extent possible in an emergency situation, will identify to the accepting Agency:

* The number of inmates needing to be transferred

* The general nature of their detention

2.4 Alamance County, to the extent possible in an emergency situation and in accordance with governing state and federal law, is responsible for providing all staff and supplies necessary to house the inmates at the evacuation site.

2.5 Alamance County as the transferring Agency is responsible for tracking the destination of all Inmates transferred out.

Supplies and Food

3.1 Alamance County by separate agreement will provide supplies and/or food for the transferred inmates during a disaster.

Transferring Inmates

4.1 The request for the "transfer" of inmates may initially be made verbally but must then be followed by written documentation of the request. An Agency is not obligated under this MOU to provide the requested personnel if the Agency does not have available personnel, or if the personnel are unwilling to provide the services under this MOU.

4.2 The "transferred" inmates will be accompanied with documentation identifying them as inmates at the check-in site of the Agency's facility.

4.3 Alamance County will reimburse the Agency lending its personnel for the actual salaries and benefits of such personnel if the personnel are employees of the Agency lending the employees. The reimbursement will be made within ninety days following receipt of an invoice.

4.4 Alamance County will be responsible for providing a mechanism for granting emergency privileges for physicians, and other licensed healthcare providers to provide services at the Agency's facility.

Miscellaneous Provisions

5.1 This MOU is governed by North Carolina law. Venue shall be proper and shall lie exclusively in the Superior Court of Alamance County North Carolina.

5.2 Amendments to this MOU must be in writing and signed by all participating Agencies.

5.3 Development of operational procedures, forms, and other tools to operationalize this MOU shall be conducted by the parties prior to any implementation of this MOU.

5.4 This MOU is in no way meant to affect any of the participating Agencies' rights, privileges, titles, claims, or defenses provided under federal or state law or common law.

5.5 The participating Agencies shall maintain the confidentiality of Inmate and other records as required by law.

Financial & Legal Liability

6.1 To the extent allowed by law and without waiving its sovereign immunity, Alamance County shall assume legal and financial responsibility for the inmates during the time the inmates are housed at the facility of the Agency. Alamance County will reimburse the donor Agency, to the extent permitted by law, for all of the Agency's costs determined by the Agency's regular rate. Costs includes all use, breakage, damage, replacement, and return costs of borrowed materials, for personal injuries that result in death, disability, loss of salary, and reasonable expenses, and for reasonable costs (including attorneys' fees and court costs) of defending any liability claims, except where the Agency may have been found to be negligent in providing preventive maintenance or proper repair of equipment which resulted in inmate injury. Reimbursement will be made within 90 days following receipt of the invoice.

6.2 Alamance County otherwise to the fullest extent permitted by law shall indemnify, defend, and hold the City of Graham harmless from and against any and all claims, liabilities, damages, injuries, losses, costs, and expenses of any kind (including attorneys' fees and court costs) incurred by the City of Graham arising from suits, claims, and/or causes of action arising from or growing out of actions or inactions on the part of Alamance County.

6.3 The Agency is responsible for appropriate credentialing of its personnel and for the safety and integrity of the equipment and supplies provided for use at the Agency.

IN WITNESS WHEREOF, we have set our hands and seals that date below written.

County of Alamance

City of Graham

County Manager, Bryan Hagood

City Manager, Frankie Maness

_____ / ____ / ____

_____ / ____ / ____

DATE

DATE

STAFF REPORT

SUBJECT:	CLOSURE OF 100 BLOCK OF E. ELM STREET FOR THE 2019 DOCKDOGS EVENT
PREPARED BY:	DUANE FLOOD, POLICE LIEUTENANT, AARON HOLLAND, ASSISTANT CITY MANAGER

REQUESTED ACTION:

Closure of the 100 block of E. Elm Street on Friday September 13th, 2019 (5p) through Sunday September 15th, 2019 (5p) for the 2019 DockDogs event.

BACKGROUND/SUMMARY:

ALCOVETS is requesting the closure of the 100 block of E. Elm Street in downtown Graham on September 13th -15th for the 2019 DockDogs event. To accommodate and allot the necessary time to set up the 40' pool and 40' deck, the closure will begin at 5pm on September 13th and re-open by 5pm on Sunday September 15th. Organizers have contacted affected businesses along E. Elm Street regarding the closure.

Staff have informed organizers pending Council approval tonight the following is required:

- Certificate of Liability with the City's requirements
- Temporary Outdoor Sales Permit Application
- Extra Duty Solutions schedule

All proceeds benefit the non-profit ALCOVETS which is a local 501(c)(3) which helps local veterans in Alamance County.

FISCAL IMPACT:

N/A. The applicant will use Extra Duty Solutions for the scheduling of both Police & Fire personnel.

STAFF RECOMMENDATION:

Approval

SUGGESTED MOTION(S):

I make a motion to approve the requested closure of the 100 block of E. Elm Street on Friday September 13th, 2019 (5p) through Sunday September 15th, 2019 (5p) for the 2019 DockDogs event with the following condition(s):

- Provide a Certificate of Liability insurance meeting all City requirements
- Submit a Temporary Outdoor Sales Permit Application
- Schedule public safety personnel following the Extra Duty Solutions process

STAFF REPORT

SUBJECT:	ENCROACHMENT LICENSE AGREEMENT REQUEST BY JOHN ZHENG
PREPARED BY:	AARON HOLLAND, ASSISTANT CITY MANAGER

REQUESTED ACTION:

Authorize the City manager and City Attorney to enter into an encroachment license agreement with John Zheng for a proposed grease trap at 139 W. Elm Street.

BACKGROUND/SUMMARY:

John Zheng has submitted a written request and supporting photos for a proposed grease trap to be installed within the sidewalk at 139 W. Elm Street. The intent of the grease trap is to serve a future restaurant at the location. An encroachment license agreement approved by City Council is required pursuant to [Sec. 18-2\(c\)](#) of the City's Code of Ordinances.

City staff has met and concurs with the proposed location of the grease trap. Historic Resources Commission approval is not required for this installation.



FISCAL IMPACT:

There is a nominal expense to the City for costs associated with processing and monitoring of the license.

STAFF RECOMMENDATION:

Staff recommends approval. The proposed project has received all necessary reviews and approvals, and there appears to be no conflict with other uses within the Right of Way.

SUGGESTED MOTION(S):

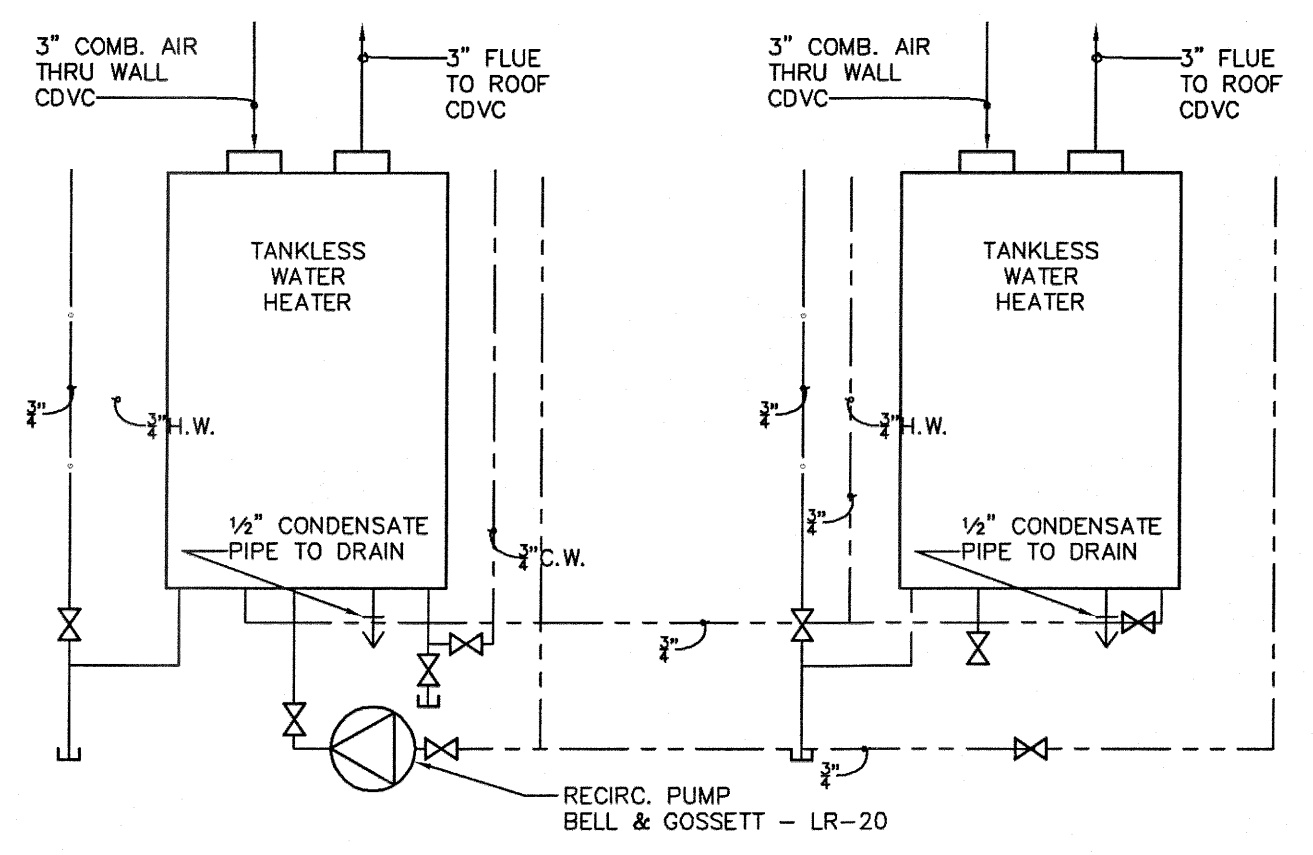
I move to authorize the City Manager and City Attorney to enter into an encroachment license agreement with John Zheng for a proposed grease trap at 139 W. Elm Street as identified by the submitted photos with the following condition(s):

- Provide proof and maintenance of \$1,000,000 in liability insurance with the City as additional insured.
- Provide a final survey to confirm approved use of public space.
- Improvements under the Encroachment License must be made prior to the expiration of the building permit.

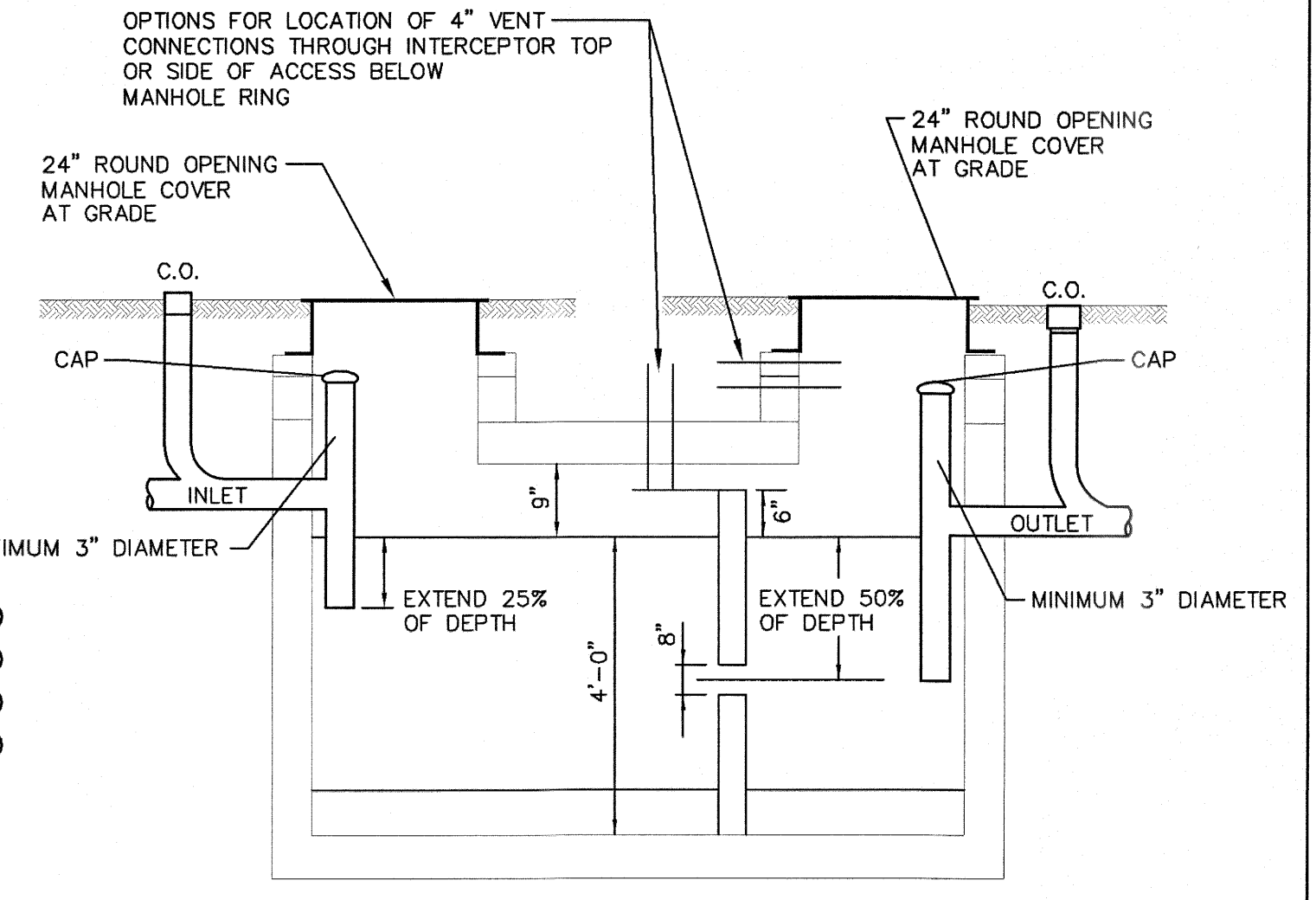


FOOD SERVICE EQUIPMENT SCHEDULE

Item No.	Qty	Equipment Category	Amps	Volts	Cold Water Size (in)	Hot Water Size (in)	Gas Size (in)
2	1	SWING GLASS DOOR MERCHANDISER		120			
3	1	48" REFRIGERATOR WITH WORK TOP		120			
4	1	60" HOT FOOD TABLE	18.0	208			
5	1	COUNTERTOP ICE/BEVERAGE DISPENSER	3	120	.375"		
6	2	HAND SINK, WALL MOUNT			1/2"	1/2"	
7	2	12' EXHAUST HOODS		230			
8	4	FRYER DEEP FAT GAS					3/4"
9	1	GRIDDLE GAS	1.0	120			3/4"
10	1	REFRIGERATOR 6' SANDWICH/SALAD PREP	10.5	115			3/4"
11	1	RANGE, CHINESE			1/2"	1/2"	3/4"
12	1	WORK TABLE, 30"x24"					
13	1	WORK TABLE, 30"x48"					
14	1	TABLE, 30"x24"					
15	1	GAS RICE COOKER					1/2"
16	1	SINK, ECONOMY, 3 COMPARTMENTS			1/2"	1/2"	
17	2	SHELVES, WALL MOUNTED, 5'					
18	3	SINK, ECONOMY, 1 COMPARTMENT			1/2"	1/2"	
21	1	36x48 SHELVING RACK					
22	1	24x24 SHELVING RACK					
23	1	24x72 SHELVING RACK					
24	1	FREEZER 4'x10'x103" HIGH WITH FLOOR		120			
25	1	COOLER 8'x10'x103" HIGH FLOORLESS		208			
26	1	BLACK SLIDING GLASS DOOR MERCHANDISER	6.2	115			
27	1	WORK TABLE, 72"x24"					
28	4	SHELVES, WALL MOUNTED, 3'					

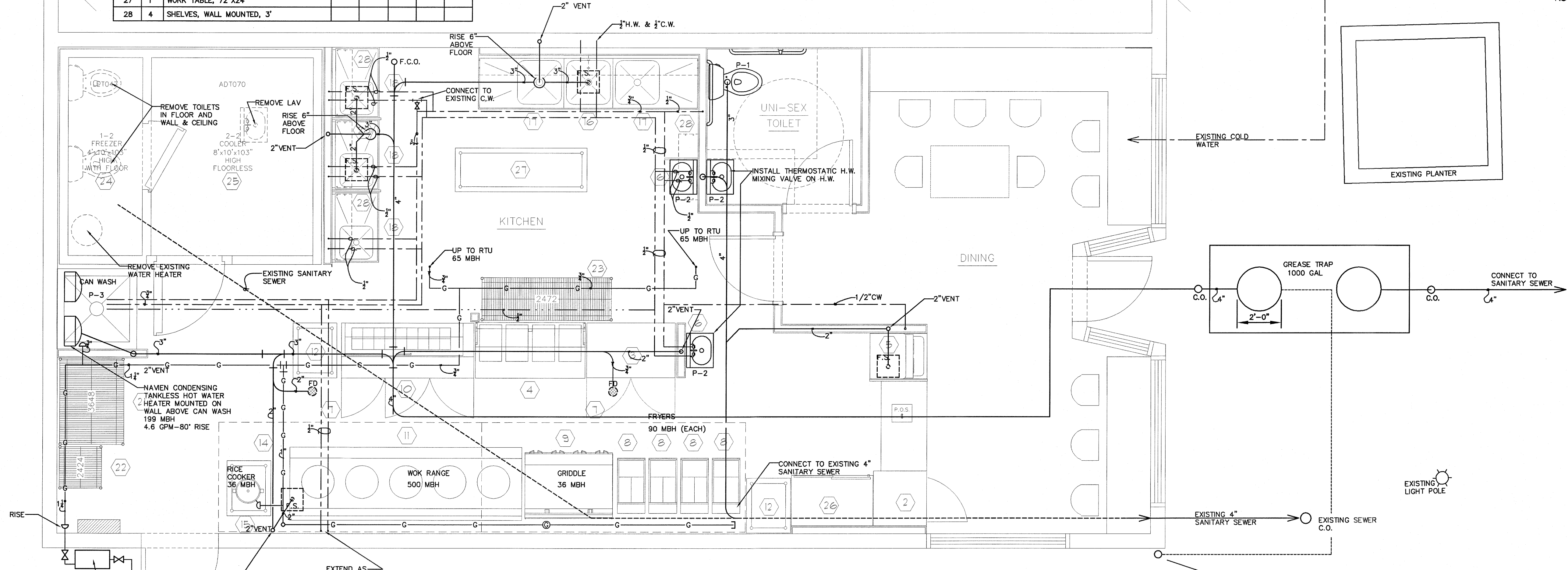


TANKLESS H.W. HEATER
SCALE: NONE



Grease Trap Detail
NO SCALE

NOTE - GENERAL CONTRACTOR TO VERIFY UNDERGROUND UTILITIES IN VICINITY OF GREASE TRAP INSTALLATION



PLUMBING FLOOR PLAN
SCALE: 1/2" = 1'-0"

PLUMBING FIXTURE SCHEDULE

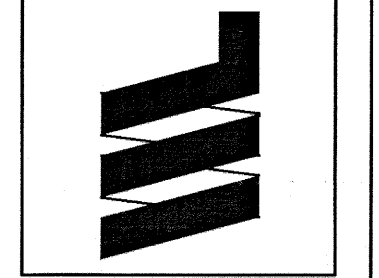
No.	TYPE	WASTE	VENT	C.W.	H.W.	REMARKS
P-1	A.D.A. TOILET	3"	2"	1/2"	-	1.6 CPF, ELONGATED BOWL 17" RIM SOLID WHITE PLASTIC, OPEN FRONT SEAT, NO COVER
P-2	SINK	1 1/2"	1 1/2"	1/2"	1/2"	VITREOUS CHINA, COUNTER TOP, ELECTRONIC SENSOR, BATTERY OPERATED SINGLE LEVER FAUCET, THERMOSTATIC MIXER
P-3	MOP RECEPTOR	2"	1 1/2"	1/2"	1/2"	FIAT-TSB-32X32X12 W/DROP FRONT F.D.W/ REMOVEABLE BUCKET 830-AA FAUCET W/INTEGRAL STOPS, 4'-0" HOSE W/ HOOK TO WALL

F.D. : FLOOR DRAIN W/TRAP PRIMER

REVISION	DATE
REVISED GREASE TRAP	6/21/19

ALL-STATE REST. EQUIP. CO.

WILSON & LYSIK INC.
1030 EAST WENDOVER AVE
GREENSBORO, NORTH CAROLINA
ZIP CODE 27405
PHONE (336) 275-1338
FAX (336) 275-8636
http://www.wl-trg.com



PROPOSED UP-FIT FOR:
C&Z GRAHAM LLC.
139 W. ELM. ST.
GRAHAM, NORTH CAROLINA

JOB NO. G-1300
DATE 14 JUNE 2019
DRAWN BY
CHECKED BY
SHEET NO.

P-1
1 OF 2

Walter Wilson
7/11/2019

C & Z Graham, LLC
139 W. Elm ST, Graham. NC 27253
Phone 917-951-1386. Johnzheng3355@gmail.com

ENCROACHMENT REQUEST FOR GREASE TRAP INSTALLATION

139 W. ELM ST, Graham

In order to prepare the above property for future use as a restaurant, a grease trap must be installed for this property.

After utility locating and an on-site review with City Water and Sewer staff members. It was determined that the best location for such to be installed is in the side walk on W Elm ST.

Any installation will meet any building code & City ordinance requirements, is subject to inspection by applicable City staff, and will include repairs to any sidewalk affected.



STAFF REPORT

SUBJECT:	ANNEXATION OF AN AREA OFF ROGERS ROAD (PART TWO)
PREPARED BY:	NATHAN PAGE, PLANNING DIRECTOR

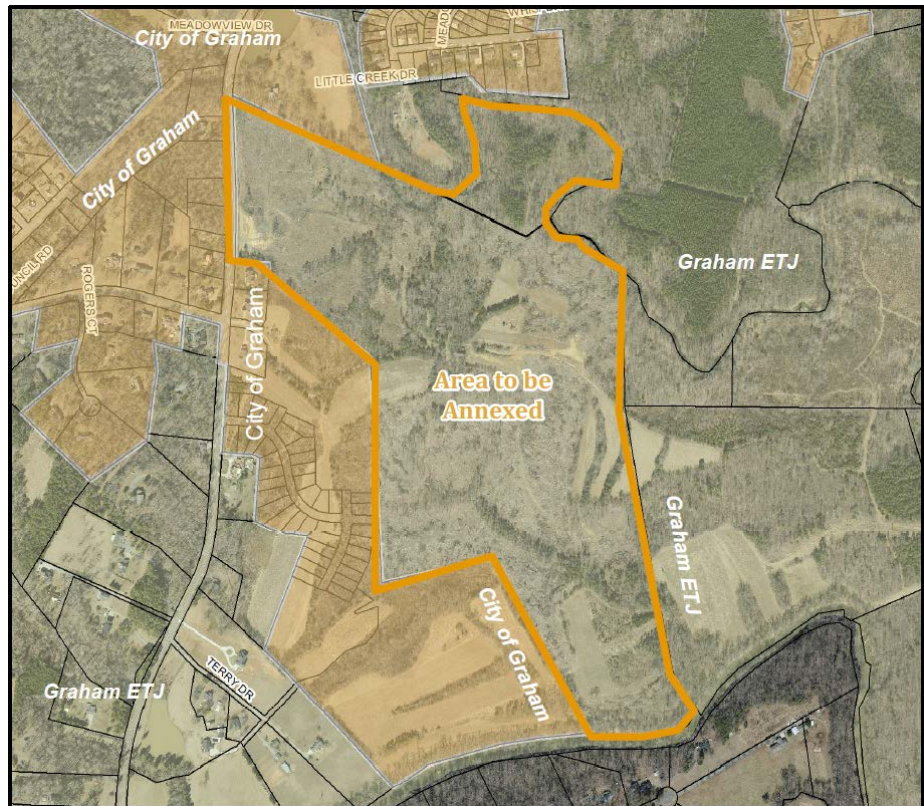
REQUESTED ACTION:

Approve the following (separately):

1. Resolution Directing the Clerk to Investigate a Petition Received Under G.S. 160A-31 for a 111.44 acre area on Rogers Road.
2. Resolution Fixing Date of Public Hearing on Question of Annexation Pursuant to G.S. 160A-31 for a 111.44 acre area on Rogers Road.

BACKGROUND/SUMMARY:

While the Council took action on a very similar item back in July of 2019, the property changed hands the day of the City Council meeting. As such, the last annexation was not legally permitted to go forward do to the applicant not being the owner of the property. This will be that same annexation which has now been properly documented as belonging to the applicant.



The attached petition seeks the Council’s approval for an extension of the corporate limits to include the subject property. The area being considered for annexation is connected to Rogers Road, Mayfield Drive, and Lacy Holt Road. Water and Sewer are both available at this location.

The annexation process has multiple steps. The preliminary steps following receipt of a petition are to adopt two resolutions that are outlined in the “Requested Action” above. Approval of these resolutions does not finalize the annexation as Council is required to advertise and conduct a public hearing, followed by a vote on an annexation ordinance.

FISCAL IMPACT:

The fiscal impact of this annexation to the city is unknown. While the area will have new City streets to maintain, the developer will construct them to the City’s standard prior to their adoption as public. Staff estimates approximately \$1,500 annually in revenue from each new single family dwelling.

STAFF RECOMMENDATION:

Approval. The adoption of the requested resolutions simply moves forward the annexation process.

SUGGESTED MOTION(S):

1. I move we approve the Resolution Directing the Clerk to Investigate a Petition Received Under G.S. 160A-31 for a 111.44 acre area on Rogers Road.
2. I move we approve the Resolution Fixing Date of Public Hearing on Question of Annexation Pursuant to G.S. 160A-31 for a 111.44 acre area on Rogers Road.

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-31
FOR A 111.44 ACRE AREA OFF ROGERS ROAD (AN1901)

WHEREAS, a petition requesting annexation of an area described in said petition was received on July 31, 2019, by the Graham City Council; and

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

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

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Graham:

That the City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the City Council the result of her investigation.

Gerald R. Peterman, Mayor

ATTEST:

Darcy L. Sperry, City Clerk

RESOLUTION FIXING DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31
FOR A 111.44 ACRE AREA OFF ROGERS ROAD (AN1901)

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the City Hall, 201 S. Main Street, Graham, NC at 7:00 pm on September 3, 2019.

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

ALL of that certain piece, parcel or tract of land lying and being in the City of Graham, Graham Township, Alamance County, North Carolina, and being more particularly described as follows:

DESCRIPTION IS OF THE DIXIE W. ROGERS ETAL PROPERTY AS RECORDED IN DEED BOOK 550, PAGE 473 OF THE ALAMANCE COUNTY REGISTER OF DEEDS AND BEING PARCEL ID # 130476 TOGETHER WITH A PORTION OF THE SHOFFNER LAND AND TIMBER, LLC PROPERTY AS RECORDED IN DEED BOOK 2512, PAGE 695 OF THE ALAMANCE COUNTY REGISTER OF DEEDS AND BEING PARCEL ID # 131641 AND IS AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIPE, SAID PIPE HAVING A NC NAD 83 (NSRS2011) COORDINATE OF N:830,321.28, E:1,878,218.84, SAID PIPE ALSO BEING A COMMON CORNER WITH THE JEAN S BONEY REVOCABLE TRUST PROPERTY AS DESCRIBED IN DEED BOOK 2519, PAGE 613; THENCE WITH THE EASTERN LINE OF THE JEAN S BONEY REVOCABLE TRUST PROPERTY

S 64°05'28" E FOR A DISTANCE OF 835.66 FEET TO AN EXISTING 1" PINCH TOP; THENCE CONTINUING WITH THE EASTERN LINE OF THE JEAN S BONEY REVOCABLE TRUST PROPERTY S 64°16'27" E FOR A DISTANCE OF 160.00 FEET TO A CALCULATED POINT IN THE CENTERLINE OF LITTLE ALAMANCE CREEK, SAID POINT BEING A COMMON CORNER WITH THE SHOFFNER LAND AND TIMBER, LLC PROPERTY AS DESCRIBED IN DEED BOOK 2512, PAGE 695; THENCE WITH THE SHOFFNER LAND AND TIMBER, LLC. PROPERTY S 64°16'27" E FOR A DISTANCE OF 335.12 FEET TO A POINT IN THE CENTERLINE OF LITTLE ALAMANCE CREEK; THENCE THE FOLLOWING TWENTYTWO (22) CALLS TO CALCULATED POINTS IN THE CENTERLINE OF LITTLE ALAMANCE CREEK,

- (1) N 55°15'21" E FOR A DISTANCE OF 54.94 FEET; THENCE
- (2) N 85°15'23" E FOR A DISTANCE OF 148.60 FEET; THENCE
- (3) N 40°16'02" E FOR A DISTANCE OF 115.52 FEET; THENCE

- (4) N 18°10'36" W FOR A DISTANCE OF 154.72 FEET; THENCE
- (5) N 12°52'15" W FOR A DISTANCE OF 256.88 FEET; THENCE
- (6) N 34°43'03" E FOR A DISTANCE OF 75.43 FEET; THENCE WITH THE MARTIN L. SHOFFNER PROPERTY AS RECORDED IN DEED BOOK 3440, PAGE 381,
- (7) S 81°45'47" E FOR A DISTANCE OF 169.58 FEET; THENCE
- (8) S 84°04'09" E FOR A DISTANCE OF 263.67 FEET; THENCE
- (9) S 80°26'01" E FOR A DISTANCE OF 114.19 FEET; THENCE
- (10) S 66°47'27" E FOR A DISTANCE OF 190.33 FEET; THENCE
- (11) S 37°41'56" E FOR A DISTANCE OF 209.62 FEET; THENCE
- (12) S 08°21'10" E FOR A DISTANCE OF 86.52 FEET; THENCE
- (13) S 04°35'47" W FOR A DISTANCE OF 50.86 FEET; THENCE
- (14) S 43°49'02" W FOR A DISTANCE OF 38.22 FEET; THENCE
- (15) S 82°19'35" W FOR A DISTANCE OF 146.52 FEET; THENCE
- (16) S 60°50'31" W FOR A DISTANCE OF 268.25 FEET; THENCE
- (17) S 05°47'09" W FOR A DISTANCE OF 8.69 FEET; THENCE
- (18) S 05°47'09" W FOR A DISTANCE OF 38.96 FEET; THENCE
- (19) S 33°53'21" E FOR A DISTANCE OF 143.51 FEET; THENCE
- (20) S 88°11'32" E FOR A DISTANCE OF 134.20 FEET; THENCE
- (21) S 38°14'39" E FOR A DISTANCE OF 142.86 FEET; THENCE
- (22) S 49°11'57" E FOR A DISTANCE OF 191.62 FEET;

THENCE LEAVING THE CENTERLINE OF LITTLE ALAMANCE CREEK ALONG THE SOUTHERN LINE OF THE FOUST FAMILY PROPERTIES, LLC PROPERTY AS DESCRIBED IN DEED BOOK 3520, PAGE 846 S 01°38'44" W FOR A DISTANCE OF 629.73 FEET TO AN EXISTING 1 ½" IRON PIPE, SAID PIPE BEING A COMMON CORNER WITH THE ETHEL C. ROGERS HEIRS PROPERTY AS DESCRIBED IN DEED BOOK 205, PAGE 536; THENCE WITH THE ETHEL C. ROGERS HEIRS PROPERTY THE FOLLOWING FOUR (4) CALLS,

- (1) N 88°54'32" W FOR A DISTANCE OF 131.76 FEET TO AN EXISTING 1 ½" IRON PIPE; THENCE
- (2) S 10°42'15" E FOR A DISTANCE OF 1838.49 FEET TO AN EXISTING ¾" IRON REBAR; THENCE
- (3) S 39°16'16" E FOR A DISTANCE OF 199.48 FEET TO AN EXISTING ½" IRON REBAR; THENCE
- (4) S 39°16'16" E FOR A DISTANCE OF 10.00 FEET TO A CALCULATED POINT ON THE TOP OF BANK OF BIG ALAMANCE CREEK;

THENCE WITH THE TOP OF BANK OF BIG ALAMANCE CREEK THE FOLLOWING SIX (6) CALLS TO CALCULATED POINTS ON THE TOP OF BANK

- (1) S 55°03'43" W FOR A DISTANCE OF 69.03 FEET; THENCE
- (2) S 79°57'14" W FOR A DISTANCE OF 67.12 FEET; THENCE
- (3) N 88°04'58" W FOR A DISTANCE OF 81.66 FEET; THENCE
- (4) S 87°26'28" W FOR A DISTANCE OF 98.46 FEET; THENCE
- (5) N 86°14'49" W FOR A DISTANCE OF 136.25 FEET; THENCE
- (6) S 75°45'24" W FOR A DISTANCE OF 103.48 FEET;

THENCE LEAVING THE TOP OF BANK OF BIG ALAMANCE CREEK ALONG THE EASTERN LINE OF THE FORKS OF ALAMANCE SUBDIVISION PROPERTY AS SHOWN ON PLAT BOOK 78, PAGE 426/427 THE FOLLOWING SEVEN (7) CALLS,

- (1) N 29°16'44" W FOR A DISTANCE OF 167.91 FEET TO A ¾" EXISTING IRON REBAR; THENCE
- (2) N 29°16'44" W FOR A DISTANCE OF 1029.54 FEET TO A ¾" EXISTING IRON REBAR; THENCE
- (3) S 76°47'52" W FOR A DISTANCE OF 400.34 FEET TO A ½" EXISTING IRON REBAR; THENCE
- (4) S 76°47'52" W FOR A DISTANCE OF 260.10 FEET TO A 1" EXISTING IRON PIPE; THENCE
- (5) N 03°19'45" W FOR A DISTANCE OF 664.75 FEET TO A ½" EXISTING IRON REBAR; THENCE
- (6) N 03°19'45" W FOR A DISTANCE OF 654.40 FEET TO AN EXISTING STONE; THENCE
- (7) N 51°51'11" W FOR A DISTANCE OF 726.37 FEET TO A ½" EXISTING IRON REBAR,

SAID REBAR BEING A COMMON CORNER WITH THE CECIL AND KRISTI EAKES PROPERTY AS DESCRIBED IN DEED BOOK 2728, PAGE 926; THENCE WITH THE EAKES PROPERTY THE FOLLOWING TWO (2) CALLS,

- (1) N 04°08'29" E FOR A DISTANCE OF 76.80 FEET TO AN IRON REBAR SET; THENCE
- (2) N 85°50'09" W FOR A DISTANCE OF 199.96 FEET TO A ¾" EXISTING IRON PIPE,

SAID IRON PIPE BEING IN THE EASTERN RIGHT OF WAY OF ROGERS ROAD, STATE ROAD # 2309; THENCE WITH THE RIGHT OF WAY OF ROGERS ROAD THE FOLLOWING FOUR (4) CALLS

- (1) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2896.77 FEET AND A CHORD BEARING AND DISTANCE OF N 01°20'00" E FOR A DISTANCE OF 250.87 FEET TO AN IRON REBAR SET; THENCE
- (2) N 01°19'11" W FOR A DISTANCE OF 238.26 FEET TO AN IRON REBAR SET; THENCE
- (3) N 02°09'46" W FOR A DISTANCE OF 374.54 FEET TO AN IRON REBAR SET; THENCE
- (4) N 00°14'45" W FOR A DISTANCE OF 76.39 FEET TO AN IRON REBAR SET;

THENCE LEAVING THE RIGHT OF WAY OF ROGERS ROAD ALONG THE SOUTHERN PROPERTY LINE OF THE JEAN S BONEY REVOCABLE TRUST PROPERTY AS DESCRIBED IN DEED BOOK 2519, PAGE 613 THE FOLLOWING,

S 64°05'28" E FOR A DISTANCE OF 5.36 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 111.439 ACRES MORE OR LESS AS SHOWN ON A SURVEY PLAT BY GREEN MOUNTAIN ENGINEERING AND BEING GME PROJECT NUMBER 17-096.

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

Gerald R. Peterman, Mayor

ATTEST:

Darcy L. Sperry, City Clerk



Petition for ANNEXATION

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

To the City Council of the City of Graham, NC:

1. We, the undersigned owners of real property, respectfully request that the area described in paragraph 2 below be annexed into the City of Graham.

If applicable as "income-based": We believe that this petition meets the requirements of G.S. 160A-31(b1).

If applicable as "distressed": We believe that this petition meets the requirements of G.S. 160A-31(j).

2. The area to be annexed is contiguous non-contiguous to the City of Graham and the boundaries of such territory are as follows:

General description of area to be annexed


111.44 acres off of Rogers Road recorded in the Alamance County Register of Deeds Office in Book 03892 Page 0251-0255

Attach the following:

Annexation Plat – 1 paper copy, 2 mylars and 1 pdf. In addition to standard plat information, also include tax map numbers of all parcels and total square miles and acreage of area to be annexed.

Metes and Bounds Description – 1 paper and 1 digital copy

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

Name	Address	Vested rights?	Signature
Clayton Properties Group, Inc.	221 Jonestown Road Winston Salem, NC 27012		 Asst. Sec. for Clayton Properties Group, Inc.

attach additional sheets if necessary...

SURVEYOR'S CERTIFICATION:

I **VINCENT C. TOWNSEND**, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK **SEE**, PAGE **MAP**; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK **SEE**, PAGE **MAP**; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS **1:10,000±**; AND THAT THE PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

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

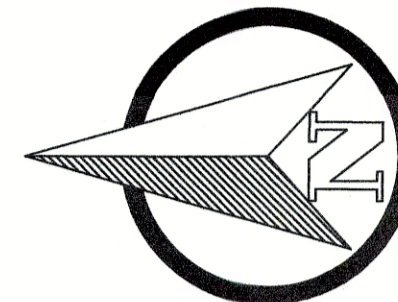
WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 17 DAY OF JULY, 2019

[Signature]
PROFESSIONAL LAND SURVEYOR

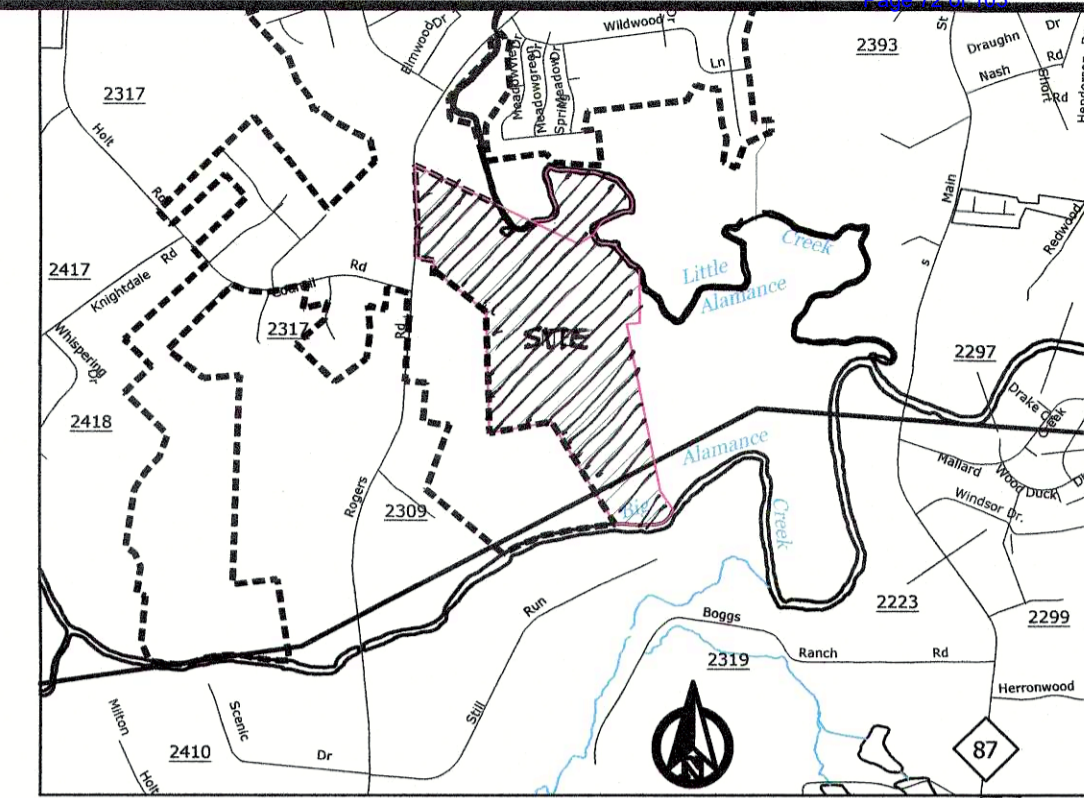


Line #	Length	Direction
L1	54.94	N55° 15' 21"E
L2	148.60	N85° 15' 23"E
L3	115.52	N40° 16' 02"E
L4	154.72	N18° 10' 36"W
L5	256.88	N12° 52' 15"W
L6	75.43	N34° 43' 03"E
L7	169.58	S81° 45' 47"E
L8	263.67	S84° 04' 09"E
L9	114.19	S80° 26' 01"E
L10	190.33	S66° 47' 27"E
L11	209.62	S37° 41' 56"E

Line #	Length	Direction
L12	86.52	S8° 21' 10"E
L13	50.86	S4° 35' 47"W
L14	38.22	S43° 49' 02"W
L15	146.52	S82° 19' 35"W
L16	268.25	S60° 50' 31"W
L17	8.69	S5° 47' 09"W
L18	38.96	S5° 47' 09"W
L19	143.51	S33° 53' 21"E
L20	134.20	S88° 11' 32"E
L21	142.86	S38° 14' 39"E
L22	191.62	S49° 11' 57"E



NC NAD83
NSRS 2011



VICINITY MAP
SCALE: 1" = 200'

CITY OF GRAHAM ANNEXATION APPROVAL

ANNEXATION APPROVED BY THE GRAHAM CITY COUNCIL ON THE _____ DAY OF _____, 2019. WITH AN EFFECTIVE DATE OF _____ PROVIDED THAT THE PLAT BE RECORDED WITHIN SIXTY DAYS OF FINAL APPROVAL.

BY _____ MAYOR _____ DATE _____

ATTEST _____ CITY CLERK _____ DATE _____

REVIEW OFFICER'S CERTIFICATE, ALAMANCE COUNTY, NORTH CAROLINA

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

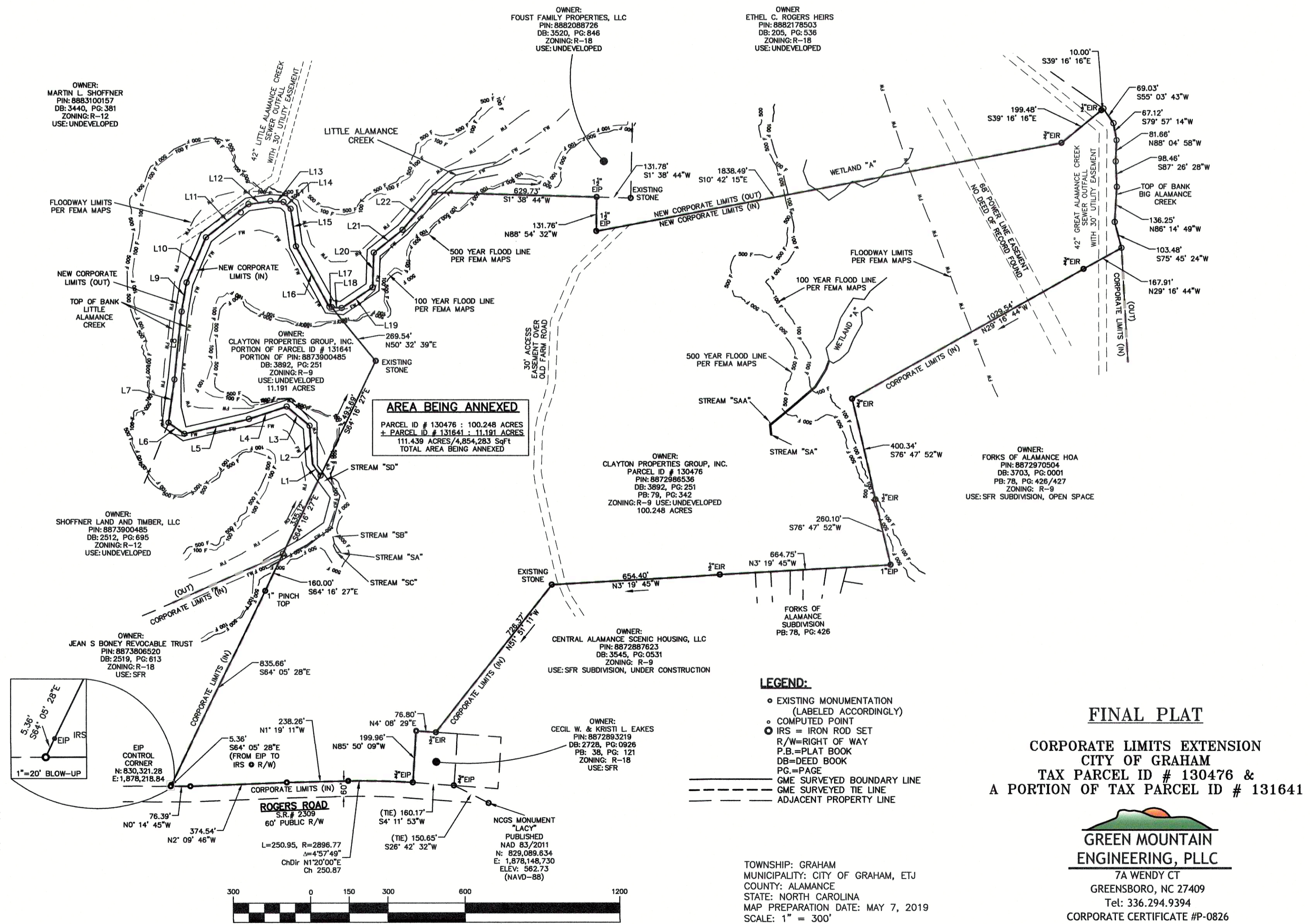
SIGNED: _____ DATE _____

PROPERTY DATA:

- DEED REFERENCE: DB 3892, PG 251, PB 79, PG 342
- PARCEL ID # 130476, PORTION OF # 131641
- PARCEL PIN # 8872986536, PORTION OF PIN # 8873900485
- PROPERTY AREA: 111.439± ACRES
- EXIST. NO. OF LOTS: 2 LOT
- CURRENT ZONING: R-9 (GRAHAM ETJ)
- CURRENT LAND USE: UNDEVELOPED
- OWNER: CLAYTON PROPERTIES GROUP, INC.
5000 CLAYTON ROAD
MARYVILLE, TN 37804
- NO WETLANDS PERMITTING HAS BEEN UNDERTAKEN AT THIS TIME.

SURVEY NOTES:

- THIS PROPERTY IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO THE DATE OF THIS MAP WHICH WERE NOT APPARENT AT THE TIME OF OUR FIELD INSPECTION.
- THE SURVEYOR HAS NOT PERFORMED A TITLE SEARCH, THEREFORE, THIS MAP IS SUBJECT TO ANY AND ALL FACTS THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE.
- NO SUBSURFACE INVESTIGATION HAS BEEN DONE AT THIS TIME. UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM ACTUAL FIELD LOCATIONS AND/OR MAPS BY OTHERS.
- ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE INDICATED.
- BEARINGS AROUND SUBJECT PROPERTY ARE ORIENTED TO THE BEARING BASE REFERENCE IN THE NORTH ARROW. ALL GRID BEARINGS ARE SO NOTED.
- IRON PINS (#4 REBAR) SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- A PORTION OF THE SUBJECT PROPERTY DOES LIE WITHIN A SPECIAL FLOOD HAZARD AREA PER FEMA MAP # 3710887200K, 3710888300K, 3710887300K, 3710888200K, 3710888300K, DATED 11/17/2017.



AREA BEING ANNEXED
PARCEL ID # 130476 : 100.248 ACRES
± PARCEL ID # 131641 : 11.191 ACRES
111.439 ACRES / 4,854,283 SQ.FT.
TOTAL AREA BEING ANNEXED

LEGEND:

- EXISTING MONUMENTATION (LABELED ACCORDINGLY)
- COMPUTED POINT
- IRS = IRON ROD SET
- R/W=RIGHT OF WAY
- P.B.=PLAT BOOK
- DB=DEED BOOK
- PG.=PAGE
- GME SURVEYED BOUNDARY LINE
- GME SURVEYED TIE LINE
- ADJACENT PROPERTY LINE

FINAL PLAT

CORPORATE LIMITS EXTENSION
CITY OF GRAHAM
TAX PARCEL ID # 130476 &
A PORTION OF TAX PARCEL ID # 131641



GREEN MOUNTAIN ENGINEERING, PLLC
7A WENDY CT
GREENSBORO, NC 27409
Tel: 336.294.9394
CORPORATE CERTIFICATE #P-0826
www.greenmountainengineers.com
GME PROJECT # 17-096, ANNEXATION PLAT

TOWNSHIP: GRAHAM
MUNICIPALITY: CITY OF GRAHAM, ETJ
COUNTY: ALAMANCE
STATE: NORTH CAROLINA
MAP PREPARATION DATE: MAY 7, 2019
SCALE: 1" = 300'

CERTIFICATE OF SUFFICIENCY
FOR A 111.44 ACRES AREA OFF ROGERS ROAD GPIN# 8872986536 and 8873900485
(AN1901)

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

I, Darcy L. Sperry, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by an appointed representative of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Graham, this the 6th day of August, 2019.



Darcy L. Sperry, City Clerk



STAFF REPORT

SUBJECT:	BOYD CREEK LIFT STATION LOAN, BUDGET & CONTRACT
PREPARED BY:	FRANKIE MANESS, CITY MANAGER

REQUESTED ACTION:

1. Approve Resolution Accepting Grant and Loan Assistance from The State of North Carolina for Construction of the Boyd Creek Lift Station.
2. Approve Amendment #3 to the Boyd Creek Lift Station Project Ordinance.
3. Award the contract for the Boyd Creek Lift Station to Haren Construction Company, Inc. and authorize the Mayor, City Manager, City Attorney and City Clerk to execute the contract on behalf of the City.

BACKGROUND/SUMMARY:

The Boyd Creek Lift Station was originally constructed in 1959 and is a high priority capital project. The lift station serves a significant amount of wastewater generated by the northwest section of the City. The age of the station, its susceptibility to flooding and the inability to find replacement parts serves as a great risk to the City's collection system and environment. In August of 2017, the City was awarded \$612,500 in grant funds and \$1,837,500 in zero interest loan funds. Since, Staff has submitted a revised request and has received tentative approval for an additional \$800,000 in zero interest loan funds. Final approval from the Local Government Commission for the loan financing is anticipated on August 6, 2019.

The City Council originally adopted a capital project budget in July of 2015 to appropriate funds for design engineering and other preliminary requirements. The construction of the new station is now estimated at \$3,250,000. The Boyd Creek Lift Station Capital Project Budget actually contains two projects in one. The first, and most significant, being the replacement of the Boyd Creek Lift Station. The second, and smaller part of the project, is an upgrade to the Back Creek #2 lift station which is now complete. The requested amendment is the 3rd such amendment and would allow for the completion of the Boyd Creek Lift Station.

City Staff failed to receive any bids during an initial round of bidding, but did so during a second attempt on June 18, 2019. The low bidder was Haren Construction Company, Inc. in the amount of \$2,763,000. The proposed unit price contract is for 270 days and includes the construction of a new 700 GPM lift station, new bar screen, approximately 500 LF of 18" gravity sewer, and 350 LF of 10" force main.

FISCAL IMPACT:

Loan repayment will require an annual appropriation of approximately \$139,000 for the next 20 years and a one-time fee of \$61,938 for closing costs requested from Fund Balance in the Water & Sewer Fund. At the end of FY 2018, the cash balance in the Water and Sewer Fund was \$9,912,000 or enough to support operations for 562 days

(154%) without any other source of revenue. The City Council requires that a 50% fund balance must be maintained, leaving nearly \$5 million available for appropriation.

STAFF RECOMMENDATION:

Approval.

SUGGESTED MOTION(S):

1. I move we approve the Resolution Accepting Grant and Loan Assistance from The State of North Carolina for Construction of the Boyd Creek Lift Station.
2. I move we approve Amendment #3 to the Boyd Creek Lift Station Project Ordinance.
3. I move we award the contract for the Boyd Creek Lift Station to Haren Construction Company, Inc. and authorize the Mayor, City Manager, City Attorney and City Clerk to execute the contract on behalf of the City

RESOLUTION ACCEPTING GRANT AND LOAN ASSISTANCE FROM THE STATE OF NORTH CAROLINA FOR CONSTRUCTION OF THE BOYD CREEK LIFT STATION

WHEREAS, The North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of constructing wastewater treatment works, wastewater collection systems, water supply systems and water conservation projects; and

WHEREAS, The North Carolina Department of Environmental Quality previously offered a State (SRP) loan in the amount of \$1,837,500 and grant in the amount of \$612,500 from the Water Infrastructure Fund; and

WHEREAS, The City requested an additional \$800,000 in (SRP) loan funds and the North Carolina Department of Environmental Quality has now offered a State (SRP) loan in the amount of \$2,637,500; and

WHEREAS, The City of Graham intends to construct a sewer collection system project described as the replacement of the Boyd Creek Lift Station in accordance with the approved plans and specifications

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

That City of Graham does hereby accept the State (SRP) loan in the total amount of \$2,637,500 and grant in the amount of \$612,500 from the Water Infrastructure Fund.

That the City of Graham does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the loan and grant offer, Section II-Assurances will be adhered to.

That City Manager Frankie Maness, the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the City of Graham has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 6th day of March, 2018 at Graham City Hall, 201 South Main Street, Graham, North Carolina.

Jerry Peterman, Mayor

ATTEST:

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Graham does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City Council duly held on the _____ day of _____, 20____; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this - _____ day of _____, 20____.

Darcy Sperry, City Clerk

AMENDMENT #3 CAPITAL PROJECT ORDINANCE BOYD CREEK LIFT STATION

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM, NORTH CAROLINA, that pursuant to Section 13.2, Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby amended:

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

Proceeds from Water/Sewer Fund Balance	\$712,000
State SRP Loan	\$2,637,500
State SRP Grant	<u>\$612,500</u>
	\$3,962,000

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

Professional Services	\$220,000
Back Creek #2 Construction	\$430,000
Boyd Creek Lift Station Construction	\$3,250,000
Loan Fees	<u>\$62,000</u>
	\$3,962,000

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

This the 6th day of August, 2019.

Jerry Peterman - Mayor

ATTEST:

Darcy Sperry, City Clerk



July 17, 2019

City of Graham
201 South Main Street
Graham, North Carolina 27253

Subject: Boyd Creek Lift Station Re-Bid
AWCK Project No. 15082

Honorable Mayor and City Council:

Bids for the subject project were received on Tuesday, June 18, 2019 in Graham Council Chambers. A total of two bids were received. Attached with this letter is a copy of the Tabulation of Bids showing the bids ranging from \$2,763,000.00 to \$2,995,721.00.

We have reviewed the bids and find that Haren Construction Company of Etowa, Tennessee submitted the lowest responsive bid in the amount of \$2,763,000.00. While the bid is above the construction estimate, the Division of Water Infrastructure has confirmed that additional zero percent interest loan funds are available to cover the overage. Due to the current construction bidding environment, we do not anticipate it being beneficial to re-bid the project.

We have worked with Haren Construction Company in the past and have found that they do good work. We also received favorable feedback while checking references from Haren's recent projects. Based on this feedback, we recommend award, contingent upon approval of the Project Bid Information by the Division of Water Infrastructure, in the amount of \$2,763,000.00.

We appreciate the opportunity to be of service to the City of Graham and we look forward to working with the City and Contractor should the Council vote to move forward with the construction phase of this project.

Should you have any questions, please feel free to contact us.

Sincerely,

ALLEY, WILLIAMS, CARMEN & KING, INC.

A handwritten signature in blue ink, appearing to read 'TK', is written over the typed name of Troy King.

Troy King, P.E.



Engineering • Architecture • Land Surveying
740 Chapel Hill Road (27215) - P.O. Box 1179 - Burlington, North Carolina 27216
Tel. - (336)226-5534 - Fax - (336)226-3034 - awck.com
ESTABLISHED - 1960

Tabulation of Bids

Boyd Creek Lift Station – Re-Bid

Project No. E-SRP-W-17-0054

Bid Date: Tuesday, June 18, 2019 at 2:00pm at the Graham Municipal Building

AWCK Project No. 15082

Table with 8 columns: CONTRACTOR, N.C. LICENSE NO., BID SECURITY, CONTRACTOR'S QUALIFICATION STATEMENT, MBE/WBE/DBE, E-VERIFY, IRAN DIVESTMENT, TOTAL BID AMOUNT. Rows include Haren Construction Company, Inc. and Park Construction of NC, Inc.

* Low Bidder

THIS IS CERTIFIED TO BE A TRUE COPY OF BIDS RECEIVED

Handwritten signature of Troy King

Troy King, PE – NC License No. 035017
ALLEY, WILLIAMS CARMEN & KING, INC
Firm's License Number: F-0203



BID FORM FOR CONTRACT 1
Boyd Creek Lift Station Relocation

PROJECT IDENTIFICATION:

City of Graham
Sanitary Sewer Improvements
Contract 1 – Boyd Creek Lift Station Relocation

THIS BID IS SUBMITTED TO:

City of Graham
201 South Main Street
Graham, NC 27253

1. The undersigned bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents within the specified time and for the amount indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the invitation to Bid and the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. This Bid will remain subject to acceptance for 90 days after the day of bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 20 days after the date of Owner’s Notice of Award.
3. In submitting this Bid, Bidder represents that:
 - a. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
 - b. Bidder has visited the site and become familiar with and satisfied itself as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - c. Bidder is familiar with and has satisfied itself as to all Federal, State and Local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site.

-
- e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
 - g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to obtain for itself any advantage over any other Bidder or over Owner.
 - i. Bidder shall list the manufacturer or supplier of the major items of equipment to be provided in this contract with their bid as provided on page BF-7. Any manufacturer not approved prior to the bid opening shall be grounds for the bid to be considered non-responsive and subject to rejection. Also list the major subcontractors.

Boyd Creek Lift Station
City of Graham

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4. Bidder will complete the Work for the following prices:

Contract 1 – Boyd Creek Lift Station Relocation

Project: Boyd Creek Lift Station Relocation

Owner: City of Graham

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1.	<p>1000 GPM Pump Station, complete in place. The contractor shall provide and install all materials, parts, wiring, conduit, temporary systems and power to keep the existing station in service until construction of the new pump station is complete, accepted by the City and the new station can be placed into service. The contractor shall also provide all equipment, personnel and any other components necessary to complete the work including but not limited to, 1000 GPM pumps with VFD's and by pass soft starters, control panel, wet well, valve vault, 8" electromagnetic meter, fence – Temporary and Permanent (Black Vinyl), access and walk through gates (Black Vinyl), maintenance of existing station and answering all trouble/alarm calls for existing or new station w/in one hour, stabilization stone, site clearing, grubbing, grading, erosion control, site and access road, Ingold Road - road and site maintenance (incl. dust control), stone for temp road to site, stone for 8" ABC stone for access road and pump station site, excavation and backfill for wet well and valve vault, hatches, dewatering, bypass pumping, grease control system, manholes, mechanically cleaned bar screen and concrete structure with aluminum stairs and grating, concrete dumpster pad with rebar, Black Vinyl fence and gates for bar screen, testing, blast monitoring, all electrical work, conduit, all concrete work including pads for all equipment and bar screen structure, 12'x44' Shelter with Raised Metal Roof (colors by owner), Concrete Slab and footings, piping, fittings and restraint, bypass connection with piping and connections, valves, mega lugs, permits, incidental items, auto dialer, phone line connection, controls, video cameras for SCADA or wi-fi and appurtenances, SCADA meeting the same specs as Graham's current SCADA and connection to Graham's existing SCADA, standby generator, full tank of fuel, power to all equipment as required; demo of existing station, factory start up and testing of all equipment, alarm, connection to force main, and all other pump station items, materials and work shown on plans within chain link fence and in the specifications in order to place the lift station into operation, for a lump sum price, except that rock excavation and offsite borrow are paid for separately under bid items 2 and 3. Items outside of permanent chain link fence will be paid for under separate line items below.</p>	Lump Sum	LS	\$ 2,038,000.00	\$2,038,000.00

Boyd Creek Lift Station
City of Graham

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Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
2.	Undercut and removal of unsuitable soil including removal and disposal of unsuitable material off the site and replacement with suitable off site material properly compacted	250	CY	\$ 31.00	\$ 7,750.00
3.	Rock Excavation, including removal and disposal of rock off site and replacement with suitable material (onsite or offsite borrow) properly compacted, blast monitoring, \$30 CYD minimum bid	1250	CY	\$ 30.00	\$ 37,500.00
4.	Mobilization	Lump Sum	LS	\$75,000.00	\$75,000.00
5.	Clearing and Grubbing and Debris Removal	0.5	Acre	\$8,500.00	\$ 4,250.00
6.	Erosion Control	Lump Sum	LS	\$22,000.00	\$22,000.00
7.	Earthwork	Lump Sum	LS	\$70,000.00	\$70,000.00
8.	Silt Fence	2500	LF	\$ 3.50	\$ 8,750.00
9.	Stabilization Stone for Water and Sewer, CIP	100	Tons	\$ 26.00	\$ 2,600.00
10.	Incidental Stone for Water and Sewer, CIP	150	Tons	\$ 26.00	\$ 3,900.00
11.	Excelsior Matting for Water and Sewer, CIP	1500	SY	\$ 2.30	\$ 3,450.00
12.	Seeding and Mulching, all disturbed areas	2	Acre	\$2,500.00	\$ 5,000.00
13.	10"x10" DI Tapping Sleeve and Valve, Complete In Place	1	Each	\$ 4,800.00	\$ 4,800.00
14.	10" Insert Valve, Complete In Place	1	Each	\$ 11,000.00	\$ 11,000.00
15.	12" DIP Class 50 Restrained Joint Force Main with Protecto 401 Coating including testing, Complete In Place.	325	LF	\$ 130.00	\$ 42,250.00
16.	Combination Air Valve in Flat Top Manhole (5' Inside Diam), complete in place including Manhole	1	Each	\$ 6,000.00	\$ 6,000.00
17.	4" C900 PVC Water Main (SDR-21), complete in place, including testing and chlorination	720	LF	\$ 25.00	\$ 18,000.00
18.	6" Ductile Iron Water Main, Class 50 Pipe, complete in place, including testing and chlorination	922	LF	\$ 40.00	\$ 36,880.00
19.	8" Ductile Iron Water Main, Class 50 Pipe, complete in place, including testing and chlorination	1035	LF	\$ 45.00	\$ 46,575.00
20.	Fire Hydrants Including Hydrant Tee, Mega lugs, Concrete Thrust Block, Stone, 6" DIP Hydrant Leg, 6" Gate Valve and Valve Box, Painting of Hydrant, Testing, Chlorination, complete in place	3	Each	\$ 2,525.00	\$ 7,575.00

Boyd Creek Lift Station
City of Graham

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Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
21.	8" Gate Valve, complete in place	1	Each	\$ 1,000.00	\$ 1,000.00
22.	6" Gate Valve, complete in place	1	Each	\$ 800.00	\$ 800.00
23.	4" Gate Valve, complete in place	3	Each	\$ 550.00	\$ 1,650.00
24.	8"x12" DI Tapping Sleeve and Valve Complete in Place	1	Each	\$ 13,000.00	\$ 13,000.00
25.	Compact Ductile Iron Fittings for Water Main construction, complete in place	750	LBS	\$ 2.50	\$ 1,875.00
26.	Compact Ductile Iron Fittings for Sanitary Sewer construction, complete in place	1500	LBS	\$ 3.50	\$ 5,250.00
27.	18" Ductile Iron Pipe Sanitary Sewer Main – Class 50 0'-6' Trench including bedding, backfill, and testing complete in place.	170	LF	\$ 120.00	\$ 20,400.00
28.	18" Ductile Iron Pipe Sanitary Sewer Main – Class 50 6'-10' Trench including bedding, backfill, and testing complete in place.	30	LF	\$ 150.00	\$ 4,500.00
29.	18" Ductile Iron Pipe Sanitary Sewer Main – Class 50 10'-14' Trench including bedding, backfill, and testing complete in place.	22	LF	\$ 220.00	\$ 4,840.00
30.	18" Ductile Iron Pipe Sanitary Sewer Main – Class 50 14'-18' Trench including bedding, backfill, and testing complete in place.	214	LF	\$ 250.00	\$ 53,500.00
31.	18" Ductile Iron Pipe Sanitary Sewer Main – Class 50 18'-22' Trench including bedding, backfill, and testing complete in place.	12	LF	\$ 310.00	\$ 3,720.00
32.	18" Ductile Iron Pipe Sanitary Sewer Main – Class 50 22'-26' Trench including bedding, backfill, and testing complete in place.	40	LF	\$ 390.00	\$ 15,600.00
33.	18" Gate Valve, complete in place	5	Each	\$ 12,000.00	\$ 60,000.00
34.	5'-0" Diameter Precast Standard Concrete Manhole with watertight ring and cover, complete in place, including testing	1	Each	\$ 4,500.00	\$ 4,500.00
35.	6'-0" Diameter Precast Standard Flat Top Concrete Doghouse Manhole with Inside Drop and Bypass Connection, ring and cover, complete in place, including testing	1	Each	\$ 8,000.00	\$ 8,000.00
36.	Pavement Patch (3" min. S9.5B surface course installed in 2 lifts, 8" CABG) including saw cut, removal, partial stone removal, disposal, complete in place (CIP)	40	SY	\$ 125.00	\$ 5,000.00
37.	Stone Conditioning – Existing Driveway	450	SY	\$ 5.00	\$ 2,250.00
38.	ABC Stone Base	550	Tons	\$ 40.00	\$ 22,000.00
39.	Asphalt Intermediate Course Type I-19.0C	135	Tons	\$ 140.00	\$ 18,900.00
40.	Asphalt Surface Course Type S9.5C	80	Tons	\$ 138.75	\$ 11,100.00
41.	15" RCP Storm Sewer Pipe, Class IV	100	LF	\$ 34.00	\$ 3,400.00

Boyd Creek Lift Station
City of Graham

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Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
42.	Demolition of Existing Pump Station	1	LS	\$50,435.00	\$50,435.00

TOTAL BID - CONTRACT 1: Boyd Creek Lift Station

2,763,000.00

5. Bidder agrees that the Work covered by the section or sections included in the contract award will be completed within the following number of days after the date when the Contract time commences to run as provided in Paragraph 14.04 of the General Conditions. Completion shall mean completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

Completion

Contract 1

270 Days

Bidder also agrees that should the bidder fail to accept a contract if awarded to them, or default on any other provisions of a contract award, the cash, certified check, or bid bond attached hereto shall become the property of the City of Graham as ascertained as liquidating damages for such default.

6. Communications concerning this Bid shall be sent to Bidder at the following address:

Haren Construction Company, Inc.
 (mail) P.O. Box 350
 (Shipping) 1715 Highway 411 North
 Hixson, TN 37331

7. The terms used in this Bid, which are defined in the General Conditions included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.
8. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the contract documents.
9. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the times specified above, which shall be stated in the Agreement. Bidder agrees that as liquidated damages for delay (but not as a penalty), Bidder shall pay Owner **Five Hundred Dollars (\$500.00)** for each day that expires after the time specified and in accordance with the Agreement.

10. The following documents are attached to and made a condition of the Bid:
- A. Required Bid security in the form of Bid Bond - Certified Check (circle type of security provided);
 - B. Bidder is instructed to complete the Contractor's Qualification Statement; see pages CQS-1 to CQS-3;
 - C. Bidder is instructed to complete NC Division of Water Infrastructure MBE/WBE (DBE) Compliance Supplement Forms and/or Tables as directed in Instructions;
 - D. Bidder is instructed to complete E-Verify Affidavit; see page 000500-1;
 - E. Bidder is instructed to complete Iran Divestment Act Certification; see page IDA-1.

11. List of major equipment manufacturers and/or suppliers to be provided:

- A. Submersible Pumps Fairbanks
- B. Generator MTU
- C. Pump Controls With Pumps
- D. Electrical Contractor MV Electric
- E. Shelter Manufacturer RCT

Boyd Creek Lift Station
City of Graham

15082

SIGNATURE OF BIDDER

Contractor's License Number 7770

License Expiration Date 12-31-2019

If an Individual

By _____
(Signature of Individual)

doing business as _____

Business address _____

Phone No. _____ Date _____, 20____

If a Partnership

By _____
(Firm Name)

(signature of general partner)

Business address _____

Phone No. _____ Date _____, 20____

If a Corporation

By Haren Construction Company, Inc.
(Corporation Name)

Daniel Berry
(signature of authorized person)

(signature of authorized person)

Daniel L. Berry - Senior Vice President
(title)

Business address 1715 Highway 411 North
Etowah, TN 37331

Phone No. (423)263-5561 Date June 18, 2019

Fax No. (423)263-5573

END OF SECTION

State of Incorporation: Tennessee

Attested By: [Signature]
Asst Corporate Secretary: Frank E. Haren, III

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Haren Construction Company, Inc.
1715 Highway 411 North
Etowah, TN 37331

SURETY (Name and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (Name and Address):

City of Graham
201 South Main Street
Graham, NC 27253

BID

Bid Due Date: June 18 2019

Description (Project Name and Include Location): Contract No. 1 Boyd Creek Lift Station Relocation

BOND

Bond Number:

Date (Not earlier than Bid due date): June 18 2019

Penal sum	Five Percent of Attached Bid	\$	5%
	(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Haren Construction Company, Inc. (Seal)

Bidder's Name and Corporate Seal

By: *Daniel L. Berry*
Signature

Daniel L. Berry
Print Name

Senior Vice President
Title

Attest: *Frank E. Haren, III*
Signature **Frank E. Haren, III**

Ast. Corporate Secretary
Title

SURETY

Travelers Casualty and Surety Company of America (Seal)

Surety's Name and Corporate Seal

By: *D-Ann Kleidosty*
Signature (Attach Power of Attorney)

D-Ann Kleidosty
Print Name

Attorney-in-Fact
Title

Attest: *Maria Concepcion*
Signature

Maria Concepcion
Assistant Vice President
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company
---	--

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **D-Ann Kleidosty** of Atlanta, Georgia, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

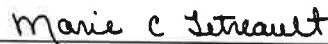
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18th day of June, 2019




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Boyd Creek Lift Station
City of Graham

15082

CONTRACTOR'S QUALIFICATION STATEMENT

Regarding Project: City of Graham
Contract 1: Boyd Creek Lift Station Relocation

Submitted by:

Name Daniel L. Berry Corporation

Firm Haren Construction Company, Inc. Partnership

Address 1715 Highway 411 North Individual

Etowah, TN Joint Venture

Telephone (423) 263-5561 Other

North Carolina License No. 7770

A. How many years has your organization, under its present business name, been in business as a licensed contractor? 40 years

B. Under what other or former names has your organization operated during the past ten years?

None

Explain! _____

C. If a corporation, provide the following information:

Date of incorporation December 20, 1979

State of incorporation Tennessee

President's name Frank E. Haren, Jr.

Secretary's name Andrew R. Haren + Asst Secretary - Frank E. Haren, III

Treasurer's name Frank E. Haren, III

D. If an individual, partnership, etc., provide the following information:

Date of organization _____

Names of all partners or principals

Boyd Creek Lift Station
City of Graham

15082

E. Please list the projects (and locations) that your organization has completed in the past two years that are similar in scope to the project named above.

See attached "HCCI Projects: 2014 to Present"

F. Please give the name of the proposed field supervisor on the above named project and provide a summary of this person's experience and qualifications for such work.

Name Tommy R. Woods

Qualifications See attached Resume

G. What percentage of the above named project do you anticipate completing through the utilization of subcontractors? 20 %.

Please list the areas of work and the names of subcontractors that you anticipate utilizing on the above named project.

Electrical	MV Electric
Painting	DUN. Right Services

H. Have you ever failed to satisfactorily complete any work awarded to you? If so, note when, where and why?

No

Boyd Creek Lift Station
City of Graham

15082

I. Name of Bonding Company and name and address of agent.

Company See attached Corporate Resume (Page 9)

Agent _____

Address _____

Dated on this 18th day of June, 2019

Name of Organization: Haren Construction Company, Inc

By: *Daniel L. Berry*
Daniel L. Berry

Title: Senior Vice President

~~NORTH CAROLINA~~ Tennessee

McMinn COUNTY

I, Cynthia A. Osborne, a Notary Public for the said County and State, do hereby

certify that Daniel L. Berry personally appeared before me this day and acknowledged the answers to the foregoing questions and all statements therein contained are true and correct.

Witness my hand and official seal, this the 18th day of June, 2019.



Cynthia A. Osborne
Notary Public

My Commission Expires:
3-24-2020

TOMMY R. WOODS
3003 Chaparral Drive
Greenville, TX 75402

POSITION: Project Superintendent

EDUCATION: Broken Bow High School, Broken Bow, Oklahoma

QUALIFICATIONS:

- Communicate effectively daily with engineers and owners on interpretation of drawings, design modifications and problem solving.
- Consistently completes projects on time and under budget, with quality and safety being of high importance.

WORK HISTORY:

Over 20 years of construction experience in the Construction/Water/Wastewater industry. Has worked as a Superintendent overseeing all aspects of jobsite safety, jobsite set up, layout of structures and buried pipe, hiring field personnel, jobsite planning, procurement of materials, supervision of all foreman, laborers and field personnel, quality control, and coordination of equipment requirements.

EMPLOYMENT HISTORY:

2017 to Present Haren Construction Co. Inc.
Etowah, TN
Project Superintendent

WORK EXPERIENCE PRIOR TO HCCI:

2015-2017 Morgan Contracting, Superintendent

2012-2015 TAPS, Fixed Route Driver

2011-2012 JBS Trucking, OTR Driver

2004 – 2011 Morgan Contracting, Superintendent (*Retired*)

1995 – 2004 North Florida Construction, Superintendent



TOMMY WOODS
PROJECT SUPERINTENDENT/ASST SUPERINTENDENT FOR THE FOLLOWING PROJECTS:

PROJECT LOCATION	PROJECT NAME	CONSTRUCTION AMOUNT	COMPL DATE	Job Number	HCCI PM/PS
Chatanooga	Moccasin Bend WWTP Control Room Upgrades	\$ 1,780,246.00	IP	178-801	JWTW
Cleveland	Cleveland Filter Plant Flocculation & Sedimentation Impvs ReBid	\$ 1,531,000.00	IP	178-805	JWTW
Cleveland	Drainage System Improvements at Cleveland WTP	\$ 97,392.00	2018	178-807	JWTW
Cleveland	Raw Water Intake Pump Station	\$ 130,207.00	2019	178-810	JWTW
Lexington	Davidson County - Hyattown Pumping Station	\$ 4,321,643.00	2017	156-606	JW/BC-TW
Raleigh	Raleigh Pump Station Rehabilitation Project Pump Stations 1-4	\$ 1,522,000.00	2018	167-709	DB/TW-SR

**STATE OF NORTH CAROLINA
E-VERIFY AFFIDAVIT
COUNTY OF ALAMANCE – CITY OF GRAHAM**

NOW COMES Affiant, first being sworn, deposes and says as follows:

1. I have submitted a bid for contract or desire to enter into a contract with the City of Graham;

2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: TBD

This the 18th day of June, 2019.

Daniel L. Berry
Affiant Daniel L. Berry - Senior Vice President

Sworn to and subscribed before me, this the 18th day of June, 2019.



Cynthia Osborne, Notary Public

My Commission Expires: 3-24-2020

RFP Number (if applicable): _____

Name of Vendor or Bidder:

Haren Construction Company, Inc.**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.



Signature

June 18, 2019

Date

Daniel L. Berry

Printed Name

Senior Vice President

Title

Notes to persons signing this form:

N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

License Year

2019

License No.

7770

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Haren Construction Company, Inc.
Etowah, TN

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited
Classification: Unclassified

until

December 31, 2019

when this Certificate expires.
Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2019

This certificate may not be altered.



J. P. P. P.
Chairman

C. Frank Wiener
Secretary-Treasurer



Insurance Services, Inc.

February 8, 2019

To Whom It May Concern:

Please be advised that we have been fortunate to handle the Insurance Program for Haren Construction Company, Inc. (HCCI) for over 25 years, and can confirm their extraordinary commitment to safety. They currently have two safety directors on staff, and work closely with both TIS and Amerisure safety and loss control teams to deliver a safe workplace for all of their employees. They consistently show strong results for their insurance company and qualify for very competitive rates, with very strong insurance company partners.

Please see below the last five (5) years of NCCI Experience Modification Rates (EMR) issued by NCCI and the last five (5) years of Days Away Restricted or Transfer Rates (DART):

EMR:

2019	1.07
2018	1.40
2017	1.46
2016	1.50
2015	.82
2014	.95

DART:

2018	0.81
2017	3.78
2016	1.86
2015	1.78
2014	4.04

You will notice a significant jump in the NCCI EMR from 2016 - 2018. HCCI had an incident in Roanoke, VA that resulted in a very large compensable claim of over \$4,000,000. We, TIS, and Amerisure, assisted HCCI in a thorough accident investigation the following day. The incident involved a subcontracted concrete pump truck that had been moved on site with concrete still in the hopper. After the truck had been broken down from the first pour to move to another area, re-setup for the next pour and time delay for preparation, the concrete had hardened inside the hopper, which caused the pump hose to whip, causing injuries to an HCCI employee. The investigation determined



Insurance Services, Inc.

that there were no safety violations that contributed to this incident. Obviously, this claim has had an adverse impact on HCCI's Experience. Further, it is worth noting that HCCI has continued to have very good experience over the last 18 months and early projections of their EMR for 2020 are 0.78.

We highly recommend Haren Construction Company, Inc. for your consideration. If you need any additional information, please don't hesitate to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Stuart Oakes", is written over a light blue horizontal line.

Stuart Oakes
Vice President of Construction
TIS Insurance Services, Inc.





Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	0	(g)	Total number of cases with days away from work	0	(h)	Total number of cases with job transfer or restriction	1	(i)	Total number of other recordable cases	3	(j)
------------------------	---	-----	--	---	-----	--	---	-----	--	---	-----

Number of Days

Total number of days away from work	0	(k)	Total number of days of job transfer or restriction	10	(l)
-------------------------------------	---	-----	---	----	-----

Injury and Illness Types

Total number of... (m)	4	(1)	Poisonings	0	(2)
Injuries	0	(3)	Hearing loss	0	(4)
Skin disorders	0	(5)	All other illnesses	0	(6)
Respiratory conditions	0	(7)			

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Responses are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA, Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20510. Do not send fax-completed forms to this office.

Establishment information
Your establishment name Haren Construction Co., Inc.

Street 1715 Hwy. 411 N

City Etowah State TN Zip 37331

Industry description (e.g., *Manufacture of motor truck trailers*)
1629

Standard Industrial Classification (SIC), if known (e.g., 3715)
OR _____

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 125

Total hours worked by all employees last year 248178

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the figures are true, accurate, and complete.

[Signature] Title President

Company executive
Phone 423-263-5561 Date 1/30/19

Save Input

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	0	(G)	Total number of cases with days away from work	4	(H)	Total number of cases with job transfer or restriction	3	(I)	Total number of other recordable cases	2	(J)
------------------------	---	-----	--	---	-----	--	---	-----	--	---	-----

Number of Days

Total number of days away from work	12	(K)	Total number of days of job transfer or restriction	27	(L)
-------------------------------------	----	-----	---	----	-----

Injury and Illness Types

Total number of ...	9
(1) Injuries	_____
(2) Skin disorders	_____
(3) Respiratory conditions	_____
(4) Poisonings	_____
(5) Hearing loss	_____
(6) All other illnesses	_____

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 17

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1216-0176

Establishment information

Your establishment name Haren Construction Co., Inc.
 Street 1715 Hwy 411 N
 City Etowah State TN Zip 37331
 Industry description (e.g., *Manufacture of motor truck trailers*)
1629
 Standard Industrial Classification (SIC), if known (e.g., 3715)

OR _____
 North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 116
 Total hours worked by all employees last year 211486

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

John A. ... Title President

Company executive
 Phone 423-263-5561 Date 1/31/2018

Save Input

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	5
(S)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
4	85
(K)	(L)

Injury and Illness Types

Total number of . . .	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	7	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

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Year 20 16

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1216-0176

Establishment information
Your establishment name Haren Construction Co., Inc.

Street 1715 Hwy. 411 N

City Etowah State TN Zip 37331

Industry description (e.g., *Manufacture of motor truck trailers*)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., 3715)
1629

OR _____

North American Industrial Classification (NAICS), if known (e.g., 356212)

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 105

Total hours worked by all employees last year 215209

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Scott E. Green Title President

Company executive
Phone 423-263-5561 Date 1/25/17

Save Input

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	0	(3)	Total number of cases with days away from work	0	(4)	Total number of cases with job transfer or restriction	2	(1)	Total number of other recordable cases	7	(2)
------------------------	---	-----	--	---	-----	--	---	-----	--	---	-----

Number of Days

Total number of days away from work	0	(1)	Total number of days of job transfer or restriction	17	(1)
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Injury and Illness Types

Total number of ... (4)	9	(1)	Poisonings	0	(2)
(1) Injuries	0	(1)	Hearing loss	0	(3)
(2) Skin disorders	0	(1)	All other illnesses	0	(4)
(3) Respiratory conditions	0	(1)			

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-5644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 15

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment information

Your establishment name **Haren Construction Co., Inc.**

Street **1715 Hwy. 411 N**

City **Etowah** State **TN** Zip **37331**

Industry description (e.g., *Manufacture of motor truck trailers*)

General Contractor

Standard Industrial Classification (SIC), if known (e.g., 3715)

1629

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (if you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees **109**

Total hours worked by all employees last year **224314**

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Mark E. Owen Title **President**

Company executive

Phone **423-263-5561** Date **01/06/16**

Save Input



OSHA's Form 300A (Rev. 01/2004)

Year 20 14

Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Notes: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
1	3	1	4
(a)	(b)	(c)	(d)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
175	76
(e)	(f)

Injury and Illness Types

Total number of...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
8						1
(g)						

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20210. Do not send the completed forms to this office.

Establishment information
Your establishment name: Haren Construction Co., Inc.

Street: P. O. Box 350

City: Etowah State: TN Zip: 37331

Industry description (e.g., *Manufacturer of motor truck trailers*):
General Contractor

Standard Industrial Classification (SIC), if known (e.g., 3715):
1629

OR _____

North American Industrial Classification (NAICS), if known (e.g., 336212):

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees: 101

Total hours worked by all employees last year: 198081

Sign here

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Mark Green President
Company executive Title

Phone: 423-263-5561 Fax: 1-261-15

Save Input