



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

1. Consent Agenda:

- a. Approve Minutes – December 2, 2019 Special Session
- b. Approve Minutes – December 3, 2019 Regular Session
- c. Approve Minutes – December 12, 2019 Special Session
- d. Approve Tax Releases
- e. Approve Agreement for Emergency Dispatch and Communications Services with the City of Burlington
- f. Approve Amendments to the Code of Ordinances - Officials Page
- g. Approve Acceptance of Public Streets and ROW's for The Challenge Subdivision
- h. Approve Graham Public Library Lease Agreement with Alamance County
- i. Approve Farm Bureau's Request to Close the 100 block of East Elm Street from 8:00 am. – 5:00 p.m. on Saturday, April 18, 2020 for a Community Event with the Following Conditions:
 - Certificate of Liability Insurance Meeting All City Requirements
 - Schedule Public Safety Personnel Following the Extra Duty Solutions Process

2. Boards & Commissions Appointments:

- a. Appearance Commission (2 vacancies: expires 2021, 2022)

Cheryl Ray	John Byrd
Ronald Whittington	Sarah Kathryn Barham
Stephanie Ruiz	
- b. Historical Museum Advisory Board (1 vacancy: expires 2022)

Bobby Chin	Bonnie Hutchinson
Karen Chin	
- c. Historic Resources Commission (1 vacancy: expires 2021)

L. Scott Pickard	Stephanie Ruiz
------------------	----------------
- d. Local Firefighter's Relief Fund (1 vacancy)

Alan Stacey

- e. Recreation Commission (1 vacancy: expires 2021)

Amy Graus

- f. Tree Board (2 vacancies: expires 2022, 2022)

Stephanie Ruiz

3. City Council Appointments for Outside Agencies:

- a. Alamance County Community Services Agency
- b. Alamance County Economic Development Committee
- c. Piedmont Triad Regional Council
- d. Piedmont Triad Regional Council (Alternate)
- e. Transportation Advisory Committee
- f. Transportation Advisory Committee (Alternate)

4. City Council Liaison Discussion/Appointments:

- a. Appearance Commission
- b. Audit Committee
- c. Historic Resources Commission
- d. Historical Museum Advisory Board
- e. Recreation Commission
- f. Tree Board

5. Water Tower Image Design

6. Downtown Master Plan Discussion – Council Member Jennifer Talley

7. Issues Not on Tonight's Agenda

**CITY OF GRAHAM
SPECIAL SESSION
MONDAY, DECEMBER 2, 2019
6:00 P.M.**

The City Council of the City of Graham met in special session at 6:00 p.m. on Monday, December 2, 2019, in the Conference Room 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
Council Member Elect Jennifer Talley
Council Member Elect Ricky Hall

Also Present:

Frankie Maness, City Manager
Aaron Holland, Assistant City Manager
Darcy Sperry, City Clerk
Bryan Coleman, City Attorney
Nathan Page, Planning Director

Mayor Jerry Peterman called the meeting to order and presided at 6:00 p.m.

Mayor Peterman reviewed the current procedures by which he runs a City Council meeting. Council Members and Council Members Elect reviewed the agenda for tomorrow night's meeting.

City Attorney Bryan Coleman reviewed the process for the Quasi-Judicial Public Hearing that will take place, reminding all Council Members that all ex-parte communication must be disclosed. He spoke about the findings of fact and conclusions of law and proposed doing a decision document and voting on that at the next meeting.

Council Member Elect Jennifer Talley stated that she believes citizens are at a disadvantage because they do not understand the Quasi-Judicial process. Mayor Peterman asked staff to have Quasi-Judicial informational cards made that could be handed out to citizens.

Mayor Peterman informed everyone that former City of Graham employee Jimmy Lynch has passed away.

At 6:39 p.m., Council Member Melody Wiggins made a motion to adjourn, seconded by Council Member Chip Turner. All voted in favor of the motion.

Darcy Sperry, City Clerk

**CITY OF GRAHAM
REGULAR SESSION
TUESDAY, DECEMBER 3, 2019
7:00 P.M.**

The City Council of the City of Graham met in regular session at 7:00 p.m. on Tuesday, December 3, 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
Council Member Jennifer Talley
Council Member Ricky Hall

Also Present:

Frankie Maness, City Manager
Aaron Holland, Assistant City Manager
Darcy Sperry, City Clerk
Bryan Coleman, City Attorney
Nathan Page, Planning Director

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

Honorary Recognition:

➤ **Kris Kloeping**

Ms. Michelle Wells, Executive Director of the NC Recreation and Parks Association (NCRPA), Mr. Keith Jenkins, President of the NCRPA Board of Directors and Mr. Aaron Davis, NCRPA Board of Directors Member presented City of Graham Athletics Supervisor Kris Kloeping with the 2019 NCRPA Young Professional Award. Mr. Kloeping thanked the City of Graham and the NCRPA for this award.

Old Business:

a. Approve Minutes – November 5, 2019 Regular Session

Mayor Pro Tem Lee Kimrey asked that the statement made by Mr. Chuck Talley be included in the minutes. The statement is as follows: Key stakeholders should have more power in what's being said than anybody in the City. With no discussion forthcoming, Mayor Pro Tem Kimrey made a motion to approve the minutes with the addition. Council Member Melody Wiggins seconded the motion and all voted in favor of the motion.

b. Accept the offer to purchase of \$100 submitted by Timothy & Laurinda Krotish for surplus property

City Manager explained that at last month's meeting, Council was informed that the City had received an offer of \$100 to purchase surplus City property. Council approved a resolution to start the upset bid process.

Mr. Maness advised that the upset bid process has concluded and no additional offers were received. Staff recommends approval of the sale of this property to Timothy and Laurinda Krotish for \$100.

Mayor Pro Tem Kimrey asked Mr. Maness if this was an old right of way. Mr. Maness stated that this actually was an old parcel and the right of way was extracted from that parcel and this is the remnants of that parcel. He added that this property is a NCDOT right of way and approval will cure a landlocked parcel.

With no further discussion forthcoming, Council Member Griffin McClure made a motion to accept the offer of \$100 submitted by Timothy & Laurinda Krotish for surplus City property on S. Main and E. Moore Street, more particularly described as GPIN #8883361185, Parcel ID: 144382 and authorize the City Manager, City Attorney and City Clerk to effectuate the sale. Council Member Chip Turner seconded the motion and all voted in favor of the motion.

c. Second Reading of an Ordinance of the City Council of the City of Graham, Amending Various Sections Related to Boards and Commissions of the Code of Ordinances of the City of Graham, North Carolina

Mr. Maness explained that this is the second reading of the proposed ordinance that provides general regulation and some specific regulation with the Tree Board, the Historical Museum Advisory Board and the Recreation Commission. He added that the changes made by Council at the first reading are included in tonight's proposed ordinance.

Following a brief discussion about term limits and how federal rules supersede local rules, Mayor Peterman opened the discussion to the floor.

The following individuals stepped forward to address this agenda item with Council Members:

Jennifer Talley – 808 Sideview St. Graham	Tom Boney – The Alamance News
---	-------------------------------

With no further comments forthcoming, Mayor Peterman closed the discussion to the floor. Council Members discussed the concern Mrs. Talley brought up concerning language in the proposed ordinance that would allow commissions to create other commissions. Mayor Pro Tem Kimrey suggested that changing committees to sub-committees throughout the proposed ordinance would clear that up. Council Member Wiggins stated that to remain consistent, we need to add sub-committee throughout all of our ordinances.

With no further discussion forthcoming, Council Member Wiggins made a motion to approve the second reading of the Ordinance amending various sections related to boards and commissions of the Code of Ordinances of the City of Graham, North Carolina with the recommended change in terminology to sub-committee throughout the ordinances. Council Member McClure seconded the motion. Ayes: Council Member Wiggins, Council Member McClure and Mayor Pro Tem Kimrey. Nays: Mayor Peterman and Council Member Turner. Motion carried 3:2.

d. Audit Presentation


Ms. Patricia Rhodes of Stout Stuart McGowen & King LLP spoke about the City's audit report for Fiscal Year 2018-2019. Ms. Rhodes spoke favorably about the arrangement that the City maintains with Becky Loy of Cobb Ezekiel Loy & Company and Stout Stuart McGowen & King LLP.

She further stated that all operating funds yielded a surplus for the year, no findings were found and the City received an unmodified opinion – the cleanest and best opinion one can receive. Ms. Rhodes added that there were no difficulties or disagreements with management during this audit.

Mayor Peterman expressed his appreciation to Ms. Rhodes, Ms. Loy, Finance Officer Julianne Cordon, the Finance Department staff and Mr. Maness for their efforts.

Acceptance of Certificate the Abstract of Canvassing from the Alamance County Board of Elections:


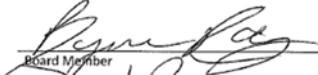
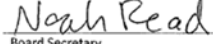
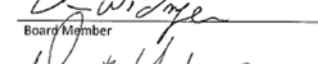
Council Member Chip Turner made the motion to accept the Acceptance of Certificate the Abstract of Canvassing from the Alamance County Board of Elections, seconded by Mayor Pro Tem Lee Kimrey. All voted in favor of the motion.


2019 MUNICIPAL ELECTION
11/05/2019
ABSTRACT OF VOTES
FOR
ALAMANCE COUNTY, NORTH CAROLINA

INSTRUCTIONS
The county board shall prepare abstracts of all the ballot items in triplicate originals. The county board shall retain one of the triplicate originals, and shall distribute one each to the city or town clerk for the municipality and the State Board of Elections. The State Board of Elections shall forward the original abstract it receives to the Secretary of State (GS § 163A-1173)


STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE
The County Board of Elections for said county, having opened, canvassed, and judicially determined the original returns of the election in the precincts in this county, held as above stated, do hereby certify that the attached is a true abstract thereof, and contains the number of legal ballots cast in each precinct for each office or referendum named, the name of each person or choice voted for, their party affiliation (where applicable), and the number of votes cast for each person or choice for the item named.

This is the 15th day of November, 2019.

 Board Chair	 Board Member
 Board Secretary	 Board Member

This day personally appeared before me, Benjamin Ambacher, Chairman of the County Board of Elections, who being duly sworn, says the abstract of votes herein contained is true and correct, according to the returns made to said Board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this the 15th day of November, 2019.

 Official Signature of Notary Public	<u>Dawn R. Hurdle</u> Printed/Typed Name of Notary Public
--	--

My Commission Expires: 4-7-2024

DAWN R HURDLE
NOTARY PUBLIC
ALAMANCE COUNTY, NC
My Commission Expires 4-7-2024

11/15/19 11:39 AM Municipal Election

0007_GIBSONVILLE ALDERMEN										0008_GRAHAM MAYOR			
Paul Dea	Steve Harrison	Yvonne Marshall	Clara Owen	Mark Sheppard	Paul Thompson	Walter - IN	OVER VOTES	UNDER VOTES	Jerry Pettan	Mr. Ite - IN	OVER VOTES	UNDER VOTES	
035 BOONE 5	4	2	2	2	3	1	2	0	2				
03W WEST BOONE	155	158	254	227	240	255	4	0	138				
064 GRAHAM 4													
06E EAST GRAHAM									355	9	0	33	
06N NORTH GRAHAM									256	10	0	31	
06S SOUTH GRAHAM									146	2	0	24	
103 MELVILLE 3									192	5	0	22	
13 HAW RIVER									5	0	0	0	
TOTALS	159	160	256	229	243	256	6	0	140	954	26	0	

11/15/19 11:39 AM Municipal Election 4 of 6

0009_GRAHAM COUNCIL										0010_GREEN LEVEL COUNCIL									
James McClure	Michelle Donnie	Richard Kelly	Lee Kelly	Harold Kelly	John Kelly	William Kelly	Over Votes	Under Votes	Cheryl Williams	Karen Williams	Theodore Williams	James Williams	Sam Williams	Richard Williams	Mr. Williams	Over Votes	Under Votes		
064 GRAHAM 4	47	48	13	158	140	194	239	2	0	33									
06E EAST GRAHAM	43	52	15	105	117	75	172	2	0	14									
06N NORTH GRAHAM	22	22	5	57	43	34	106	9	0	16									
06S SOUTH GRAHAM	27	24	4	95	88	57	130	9	0	22									
103 MELVILLE 3	3	3	0	0	1	3	2	0	0	0									
11 PLEASANT GROVE									1	0	3	0	4	1	8	0	0		
13 HAW RIVER	0	0	0	0	0	0	0	0	80	107	81	114	52	42	88	0	23		
TOTALS	140	151	37	445	389	271	649	23	0	75	81	107	83	114	58	43	96		

Mayor Pro Tem Lee Kimrey stepped down at 7:40 p.m.

Mayor Peterman presented exiting Mayor Pro Tem Kimrey with a key to the City as well as a framed picture with commemorative plaque indicating the years he has served the City of Graham as Mayor Pro Tem and Council Member on the City Council. Former Mayor Pro Tem Kimrey stated that there has been no greater honor than serving his community. He stated that since his time on this Council, within this City he has found himself surrounded by some of the most dedicated, talented and gifted people that anyone could ever find anywhere. While addressing the audience, former Mayor Pro Tem Kimrey added that it has been a privilege to serve them and thanked them for giving him the opportunity.

Council Member McClure stepped down at 7:49 p.m.

Mayor Peterman presented exiting Council Member McClure with a key to the City as well as a framed picture with commemorative plaque indicating the years he has served the City of Graham as Council Member on the City Council. Former Council Member McClure thanked the City of Graham for allowing him to serve.

He applauded the efforts of City staff and thanked the Council Members he has served alongside. He encouraged staff and the future Council to look into adding a Public Information Officer and investing in public transportation. He concluded by thanking his wife and daughters.

Organizational Meeting of Council:

- a. City Clerk Darcy Sperry administered the Oath of Office to Re-Elected Mayor Peterman.*
- b. Superior Court Judge Tom Lambeth administered the Oath of Office to Newly Elected City Council Member Jennifer Talley.*
- c. Superior Court Judge Tom Lambeth administered the Oath of Office to Newly Elected City Council Member Ricky Hall.*
- d. Mayor Peterman nominated Council Member Turner as Mayor Pro Tem, seconded by Council Member Hall. All voted in favor of the nomination.*
- e. Ms. Sperry administered the Oath of Office to Newly Elected Mayor Pro Tem Chip Turner.*
- f. The Council discussed the regular meeting schedule. Council Member Talley made the motion to move the regular session meeting to 6:00 p.m. on the second Tuesday of each month, seconded by Mayor Pro Tem Turner. All voted in favor of the motion.*

Consent Agenda:

- a. Approve Tax Releases*

CITY OF GRAHAM RELEASE ACCOUNTS				
DECEMBER				
<u>ACCT #</u>	<u>YEAR</u>	<u>NAME</u>	<u>REASON FOR RELEASE</u>	<u>AMOUNT RELEASED</u>
20099	2019	BELLSOUTH TEL CO	VALUE INCORRECT, (NEW BILL WILL BE \$8018.70)	8,047.84
107141	2019	CANON FINANCIAL SERVICES INC	STATE PP SCHEDULE CHANGED VALUE DECREASED	17.57
648047	2019	SALEM LEASING CORP	TRUCK LISTED IN DURHAM	\$432.14
674787	2019	JEANNE OWEN LIFE ESTATE	QUALIFIED FOR HOMESTEAD EXEMPTION	\$284.16

- b. Approve Resolution Declaring Intent to Lease City-Owned Surplus Real Property Located at 211 S. Main Street Pursuant to G.S. 160A-272*
- c. Approve Resolution to rename Colonial Drive to Granite Mill Drive*

Council Member Hall made a motion to approve the Consent Agenda, seconded by Council Member Talley. All voted in favor of the motion.

Recommendations from Planning Board:

- a. ***Quasi-Judicial Public Hearing: SUP1902 Moore St Townhomes. Application by Brad Deaton for a Special Use Permit for 61 townhomes (GPIN 8883460674, 8883364585, 8883367692)***

City Attorney Bryan Coleman read the following statement:

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

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

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

Witnesses must swear or affirm their testimony. At this time, all individuals who intend to provide witness testimony are asked to come up and be sworn in.

Ms. Sperry administered the oath to the following individuals:

Bradford Deaton – 1400 Battleground Ave. Ste. 207 Greensboro	T. Eugene Mustin – 621 Eugene Ct. Ste. 100 Greensboro
Steve Sumner – 414 Old Farm Rd. Graham	Deborah Wagner – 411 Old Farm Rd. Graham
Scott Pickard – 101 Southwood Ct. Graham	Dawnaly Dax – 110 Palmetto Ct. Graham
Francis Walsh – 404 Aspen Ct. Graham	Nathan Page – 201 S. Main St. Graham
Brenda Stanton – 104 Southwood Ct. Graham	Jacqueline Dunkle – 510 Winesap Dr. Graham
Marty Unger – 514 Winesap Dr. Graham	Dana Scott – 412 Old Farm Rd. Graham
Kirstin Trowbridge – 604 Old Farm Dr. Graham	Laurie Pickard – 101 Southwood Ct. Graham
Bobby Minor – 315 Old Farm Dr. Graham	

Mr. Coleman instructed Mayor Peterman to pole the council for any bias or fixed opinions, conflicts of interest, ex-parte communications, or site visits.

Mayor Peterman disclosed that he has seen Steve Sumner’s video several times but does not think that will cause him any problems with making a decision. Council Members agreed that Mayor Peterman would not have to recuse himself.

Mayor Pro Tem Turner disclosed that he has seen the same video and has ridden by the site a couple of times. He does not think that will cause him any problems with making a decision. Council Members agreed that Mayor Pro Tem Turner would not have to recuse himself.

Council Member Talley disclosed that prior to being elected, she had talked to several residents and had been to the site and spoken to the Pickard's. She stated that she feels she can listen to what the developer and citizens say tonight. Council Member Talley stated that it is pretty much cut and dry based on the six criteria. Council Members agreed that Council Member Talley would not have to recuse herself.

Council Member Hall disclosed that prior to being sworn in, he did hear from residents. He added that he has no bias towards any of the property owners or the developer. Council Members agreed that Council Member Hall would not have to recuse himself.

Planning Director Nathan Page explained this is a request for a Special Use Permit for a Townhouse Dwelling for property located on Moore Street. The site is currently vacant. The site is approximately 9 acres. The plan would permit up to 61 units. The layout would connect Old Farm Road and Old Farm Drive, in an intersection with Moore Street, as well as completing the connection for Southwood Drive. The design includes stormwater control measures. There would be extensions of water and sewer for the new homes, with the installation cost to be borne by the developer. He added the original plan for Southwood Townhomes was also required to leave right of way to permit a connection to Moore Street. The plans for Old Farm Road also have always included a connection with an intersection with Moore Street. Mr. Page explained that the developer has agreed to the following concessions during the Planning Board Meeting on November 19, 2019:

- Sidewalk, curb, and gutter on both sides of the street for the whole development.
- Planting buffer between the existing and proposed townhomes.
- Accommodate construction times from 7 AM to 5PM.
- White PVC railings, doors, blinds, and windows for townhomes on Southwood Drive
- Trim, Gutters, garage doors and fascia to match the existing townhomes on Southwood Drive
- Gables are ok with Southwood as long as they match existing
- Southwood roofs have same color and are architectural shingles
- Appropriate draining and water control piped in where reasonable
- Parking pads to accommodate 2 cars in addition to garage space(s)
- Planting on border to show divisions between Moore Street and space to accommodate placement of 2nd Southwood Townhomes sign on the new build site
- Construction traffic to come through Moore Street

Council Member Wiggins asked Mr. Page if the developer has added and agreed to those things tonight and they are part of the motion. Mr. Page said yes, unless they are further amended.

Mr. Brad Deaton of 1400 Battleground Avenue Ste. 207 Greensboro, stepped forward to address the Council. Mr. Deaton is the developer for this proposed project. He stated that they have been thru several months of process to get to this point. They began the project with 61 units on this site. They had five different meetings with residents and while they could not address all of the concerns, they addressed many of the concerns. The plan submitted to the Planning Board and before Council calls for 54 units, comprised of two, three and four unit buildings. Mr. Deaton stated that they created more space between units and this plan transitions better from the single family to a multifamily townhome product. Mr. Deaton explained that there are two parts to this project. One is the continuation of Southwood Townhomes. He stated that there are characteristics, restrictions and things that they have done to specifically address concerns from the residents of Southwood Townhomes.

Mr. Deaton stated for the balance of the project, they have dealt with primarily the residents along Old Farm on both sides of the property. Mr. Deaton provided a recap of each meeting with the residents.

Mr. Deaton went on to explain that after the Planning Board meeting, he went back and looked at the plans to determine if they are proposing a development that fits in the neighborhood. He feels it does. He is proposing a similar product with the same style unit, same style home. He added that his Special Use request is for exactly what is in place. Mr. Deaton stated they proposed to have two parking spaces in front of each unit in the driveway and every unit will have a garage. They would be providing an infill development that connects existing roads and existing projects. He stated that there is already a lot of people that live in this area. He does not feel that the incremental increase in the number of units and density will affect the overall area. Mr. Deaton advised that they internally have done a competitive market analysis. Based on that study, the active closed price point for this area averaged \$191,000. The two unit types they are proposing will range from \$180,000 to \$225,000. Mr. Deaton concluded by stating he feels this will increase tax base, it will provide alternate and obtainable housing for current and future residents and will complete the long-term project that has been in existence.

Council Member Talley asked Mr. Deaton about the number of units proposed, parking spaces, building materials and crawlspace versus slab foundation. Additionally, she asked Mr. Deaton about safety issues he has addressed concerning the retention ponds. Mr. Deaton explained that pond space has yet to be designed but will conform to NC standards and those standards required by the City of Graham. Council Member Talley also inquired about the HOA. Mr. Deaton advised that they have reviewed Southwood's HOA and they are willing to work with legal to have the proposed eight units brought into Southwood's HOA.

Mayor Pro Tem Turner asked Mr. Deaton about driveways, parking, and ribbon pavement from Moore Street. Additionally, he asked about stormwater problems and if stormwater would be piped into the ponds. Mr. Deaton stated it would be piped into the ponds. Mayor Pro Tem Turner also asked about fencing for the retention ponds. Mr. Deaton said four foot fencing is currently proposed, but he would be willing to go to five foot.

Mayor Peterman commended the neighbors for asking about on street parking, which slows down our garbage trucks and fire trucks. He asked about wrapping the side of the units proposed for Southwood in brick. Mr. Deaton advised that their proposed units run straight across and do not have a stagger to them like those in Southwood. Mayor Peterman inquired about a five foot black fence, with Mayor Pro Tem Turner stating he would not mind a six foot fence.

Ms. Dana Scott of 412 Old Farm Road Graham stepped forward to address the Council. Ms. Scott stated the request is not fully consistent with the Graham Development Ordinances, nor the 2035 Comprehensive Plan. Ms. Scott provided Power Point slides (Exhibit A) which she had highlighted various sections of Graham's Development Ordinance and Comprehensive Plan. She expressed concern with retention ponds, walking safety, the number of proposed units, injure value of property and the already long car line on Moore Street for South Graham Elementary. She asked Council to deny this request. Mayor Peterman stated that this was Ms. Scott's interpretation of our Ordinances and Comprehensive Plan and that her testimony was opinion. Mayor Peterman addressed some of Ms. Scott's concerns.

Ms. Kirsten Throwbridge of 604 Old Farm Road Graham stepped forward to address the Council. She expressed concern for the current vegetation, stormwater issues, density, impervious surfaces and the location of the retention ponds. She asked Council to deny this request.

Ms. Laurie Pickard of 101 Southwood Court Graham stepped forward to address the Council.

She presented Council with a copy of a list of items submitted to the developer on September 6, 2019 (Exhibit Q), which included all brick construction and raised foundations. She read the list of items into evidence. She added that a few of the items on this list were granted in September 1997 at a City Council meeting. Ms. Pickard submitted into evidence copies of the front and back of the existing Southwood Townhome units (Exhibit Q). She expressed concern with the proposed property lines and exterior maintenance for the new units. Ms. Pickard stated she does appreciate the willingness of the developer to add a sidewalk to help with safety.

Mr. Bobby Minor of 315 Old Farm Drive Graham stepped forward to address the Council. Mr. Minor presented Council Members with literature regarding retention ponds (Exhibit R). He asked the Council to keep the R-12 restrictions in place. He stated that he feels single family homes are better suited in this community. He reiterated concerns for the retention ponds, traffic and schools. He expressed concern with the Planning Ordinance and the Comprehensive Plan. He expressed concern with the vote taken by the Planning Board. Mr. Minor also expressed concern for overcrowding schools.

Ms. Brenda Stanton of 104 Southwood Court Graham stepped forward to address the Council. She stated that it is her understanding that when Southwood was built, it was built in stages by a variety of different developers who were able to meet the requirements of Southwood.

Ms. Jacqueline Dunkle of 510 Winesap Drive Graham stepped forward to address the Council. She expressed concern with the proposed additional parking taking away grass in the front yards. She stated that the investor who bought the property in 2017 knew that it was zoned R-12. She stated that Mr. Deaton told a small group of residents “you’re better off working with me because the City of Graham wants this”. Ms. Dunkle added that the residents do not want this project. She mentioned the Planning Board’s vote 4:3 for denial.

Mr. Marty Unger of 514 Winesap Drive Graham stepped forward to address the Council. He expressed concern with walkability, the number of homes proposed for Moore Street, traffic, mailbox kiosks, garbage container placement and pickup congestion.

Ms. Debra Wagner of 411 Old Farm Road Graham stepped forward to address the Council. She stated she bought her property for the privacy by the trees surrounding it. She expressed concern about crime, traffic, people walking to Sheets and not safe for children to play.

Mr. Steve Sumner of 414 Old Farm Road Graham stepped forward to address the Council. He referenced Mr. Deaton’s statement comparing density to Southwood. Mr. Sumner expressed concern for the increased traffic with 250 homes already approved behind his neighborhood and the additional traffic with this development, believing it creates a bottleneck with traffic. He expressed concern with the retention ponds and water runoff hitting his backyard. Entered into evidence was a video of flooding due to stormwater runoff (Exhibit C).

Mr. Frank Walsh of 404 Aspen Court Graham stepped forward to address Council. Mr. Walsh mentioned the Planning Board voting disapproval. He expressed concern with residents being at a disadvantage because they are not experts. He expressed concern with slab versus crawlspace. Mr. Walsh also stated that conditions two, four, five and six have not been met. He asked Council to deny this request.

At 9:55 p.m., Mayor Peterman called for a ten minute recess. At 10:07 p.m., Mayor Peterman reconvened the Quasi-Judicial Public Hearing.

Following a recap of concerns presented by residents, Mayor Peterman gave Mr. Deaton the opportunity for rebuttle. Mr. Deaton stated that staff has supported the project and that it meets the requirements.

He spoke of the quality of slab construction and there being no difference between crawlspace, raised slab and slab construction. Mr. Deaton stated that the project will have to meet City of Graham design criteria. He added that the Ordinance allows for this type of use in this type of zoning in this location. Mr. Deaton states that they are not asking for anything that the Ordinance does not allow for them to ask for. They are proposing a project that is similar to a residential product that is already there.

Council Member Talley asked if there are certain concessions residents asked for that he is not willing to meet. Mr. Deaton stated that all brick construction would be expensive to build, making it difficult to hit the price point their market research provided. He reiterated that they have met most of what was expressed as concerns. Mr. Deaton spoke of the desired master down they are proposing for some of the units. Council Member Talley asked about slab versus crawlspace construction. Mr. Deaton stated he does not want to create a problem with drainage that already exists with the Southwood crawlspaces, per the residents. Mr. Deaton stated that with slab construction, they will have to grade the site to allow for water collected to be conveyed to a drainage system. He added that there is not a whole lot of difference between slab versus crawlspace as far as how stormwater is dealt with. Council Member Talley asked Mr. Deaton about the lots from front to back. Mr. Deaton that the property a townhome sits on can vary in size with regards to what property is owned by the homeowner. The townhomes he is proposing will still allow for the purchaser to own the land underneath the townhome and will increase the common area maintained by the HOA.

With no further comments forthcoming, Mayor Peterman closed the public input portion of the Quasi-Judicial Public Hearing.

Mayor Pro Tem Turner expressed concern with existing drainage issues and the retention ponds.

Council Member Hall stated he lives in a slab foundation house and has had no problems with drainage. He spoke of slab construction being handicap accessible and that homes in his neighborhood are all built on a slab foundation and are selling within a 90 day period.

Council Member Talley asked Mr. Page if anyone has looked at developing this parcel. Mr. Page stated he does not recall anyone looking at it. Mayor Peterman stated that there was a plan submitted to continue Southwood before the fall of the economy. Council Member Talley referenced page 31 of the The 2035 Plan which calls for predominately detached single family homes. Mr. Page read that section for the record. Council Member Talley also referenced where the Plan calls for garages to be set back from the front of the home and desired to not be in front of the home.

She expressed concern with three cars on each lot, as well as, the safety of stormwater measurements. Mayor Peterman stated that even with R-12, they would have to put the ponds in. Mr. Page stated that probably due to the grade, you would have to put in two ponds. Council Member Talley stated she believes residents have a reasonable expectation when they buy a home and make that investment, they will get something similar and harmonious to what they have now. She believes that if a developer wants to change that zoning, he needs to meet all of the criteria in accordance with the Findings of Fact. She added that she appreciates the developer making the concessions he has, but feels there are other concessions that need to be made. Council Member Talley asked staff if anyone knew why in 1997 they limited the Southwood townhomes to two bedrooms. Mr. Page stated he has reviewed the record but has not been able to determine a reason for it.

Council Member Wiggins spoke of this governmental body having to rule based on facts and not based on their heart. She asked Mr. Page if Council were to approve this tonight, what would it permit the developer to do next. Mr. Page explained that if this were to be approved tonight, the developer would have to go through the Technical Review Committee (TRC) process before any construction could take place. He estimated that the TRC process could take almost nine months.

He added that Mr. Deaton would have to have a State permit to clear the land. Council Member Wiggins spoke of the numerous concerns expressed tonight being ironed out before this would go to the TRC. Council Member Wiggins and Mr. Page spoke of the various entities that make up the TRC.

Mr. Coleman reiterated State Law requires the Council to make their decision based on competent material and substantial evidence. He advised that State Law requires that you do not consider opinion unless it is an expert opinion. Mr. Coleman suggested Council go through the six conditions included in the draft Findings of Fact and Conclusions.

Findings of Fact and Conclusions of Law

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

Council Members unanimously agreed that this has been met.

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

Council Members unanimously agreed that this has been met.

3. The use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted.

Mayor Peterman and Mayor Pro Tem Turner expressed concern with the proposed retention ponds. Council Member Wiggins stated that she believes this condition has been met. Council Member Hall stated that he believes this condition has been met. Council Member Talley stated that she believes this condition has not been met. Mayor Peterman referenced the evidence presented with regards to the death rate of children associated with retention ponds for reason to deny.

4. The use will not substantially injure the value of adjoining property or that the use is a public necessity.

Mayor Peterman expressed concern with putting townhomes next to single family homes and how that would affect the values of the single-family homes. Council Member Wiggins stated that she believes this condition has been met. Council Member Talley expressed concern that going from brick to vinyl would affect the value of the homes. Council Member Hall stated he was undecided.

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

Mayor Peterman stated that he believes this condition has been met. Council Member Turner expressed concern with this condition. Council Member Talley stated that she believes that there was a reason the townhomes were limited to two bedrooms in 1997. She stated that she thinks those people have a reasonable expectation to keep that consistent going forward. Mayor Peterman stated that no evidence was presented and the 1997 plans cannot be used as an argument. Council Member Talley stated that The 2035 Plan calls for suburban residential which speaks to it to be predominately detached single family homes. Council Member Hall agreed that this condition has been met.

6. Satisfactory provision has been made for the following, when applicable: vehicle circulation, parking and loading, service entrances and areas, screening, utilities, signs and lighting, and open space.

Mayor Peterman and Council Member Wiggins stated that they believe this condition has been met. Council Member Turner expressed concern with vehicle circulation. Council Member Talley stated that The 2035 Plan states that it is desirable that automobile parking in the suburban residential section be located on the street and behind homes with ingress and egress via rear alleys. She stated that she does not believe this condition has been met. Council Member Hall stated he does not believe this condition has been met.

Mr. Boney expressed concern with the procedure by which Council Members are deliberating this case. Mayor Peterman advised that Council is doing this the right way. Mr. Coleman advised that this is to preserve the record.

With no further deliberation forthcoming, Council Member Talley made a motion that the application be denied. Additionally she moved to adopt the Findings of Fact of Law presented in the staff report with the following revisions: We do not find that the use will not materially endanger the public health or safety if location where proposed and developed. She added that the application is not fully consistent with The Graham 2035 Comprehensive Plan for the following reasons: Principle uses are to be predominately detached single family homes. I do not believe the submission as submitted by the developer meets this criteria. Mayor Pro Tem Turner seconded the motion. Ayes: Council Member Talley, Mayor Pro Tem Turner, Mayor Peterman and Council Member Hall. Nays: Council Member Wiggins. Motion carried 4:1.

Issues Not on Tonight's Agenda:

Mr. Kimrey of 104 West Elm Street stepped forward and stated that now that the new Council has been seated, he assumes that the City will launch a full investigation into the allegations made against him regarding misappropriation of City funds and corruption.

He added that looks forward to the results of this investigation so he may clear his name, or have the opportunity to represent himself in a court of law where evidence and fact determine results, and not in a court of public opinion.

Mr. Kimrey urged Mayor Peterman to begin this investigation immediately. He concluded by saying he looks forward to the results and thinks the citizens of Graham deserve to know what the truth is. Mayor Peterman challenged the staff to look into this.

Mr. Page expressed concern for our current Special Use Permit process and encouraged Council to look into amending what requires a Special Use Permit. He believes there should be no communication between Council Members and residents during the Special Use Process. Mayor Peterman asked Mr. Page to look into what other towns are doing and report back to Council next month.

Mr. Boney expressed concern with Mr. Page's statement regarding communication during the Special Use Permit process. Mr. Coleman stated that the standard is to avoid ex-parte communication at all possible.

Mayor Pro Tem Turner thanked former Mayor Pro Tem Kimrey and Council Member McClure for their service to the City.

Council Member Talley stated she does think citizens are at a disadvantage when going up against developers in general during Special Use Permit process. She said she has asked the City Attorney to draft something that can be handed out to residents informing them of the Special Use process. She stated that this Council is going to do everything they can to arm the citizens to be able to advocate for themselves and know that when you come here you can structure your argument based on the six items regarding a Special Use Permit. Council Member Talley stated she appreciates people taking time out of their busy lives to come participate in local government. She reminded everyone of the Graham Christmas Parade this Saturday and the tree lighting ceremony on Sunday.

Mr. Maness informed Council Members of the recent passing of Richard Ray. Mr. Ray was a Water Plant Operator and Mr. Maness wanted his service to be documented in our minutes for all time. He asked that everyone keep Richard's family in your thoughts and prayers.

Mayor Peterman advised that the Grand Marshall for the Christmas Parade is long time Graham advocate, Robert Sykes.

At 11:12 p.m., Council Member Hall made a motion to adjourn, seconded by Mayor Pro Tem Turner. All voted in favor of the motion.

Darcy Sperry, City Clerk

**CITY OF GRAHAM
SPECIAL SESSION
THURSDAY, DECEMBER 12, 2019
8:00 A.M.**

The City Council of the City of Graham met in special session at 8:00 a.m. on Thursday, December 12, 2019, in the Council Chambers of the Municipal Building located at 201 South Main Street.

Council Members Present:

Mayor Jerry Peterman
Mayor Pro Tem Chip Turner
Council Member Melody Wiggins
Council Member Jennifer Talley
Council Member Ricky Hall

Also Present:

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

Mayor Jerry Peterman called the meeting to order and presided at 8:00 a.m. Council Member Ricky Hall gave the invocation and everyone stood to recite the Pledge of Allegiance.

Consider Resolution Pursuant to N.C.G.S 14-234:

Mayor Peterman asked if anyone would like to recuse themselves. Council Member Jennifer Talley asked to be recused. Mayor Peterman made a motion to recuse Council Member Talley, seconded by Council Member Hall. All voted in favor of the motion.

City Attorney Bob Ward briefly addressed the Council and explained the reason for the proposed resolution. Following a brief discussion between Council Members and staff about the dollar amount included in the proposed resolution and how this resolution would only be in effect until the new census numbers come out, Mayor Peterman opened the discussion to the public.

The following individuals stepped forward to address this request with Council Members:

Eric Crissman – 208 Albright Ave. Graham	Jon Sharpe – 105 Eastway Ln. Graham
Chuck Talley – 808 Sideview St. Graham	Elaine Murrin – 1213 Raspberry Run Graham
Jan Searls – 526 E. Pine St. Graham	Tom Boney – The Alamance News

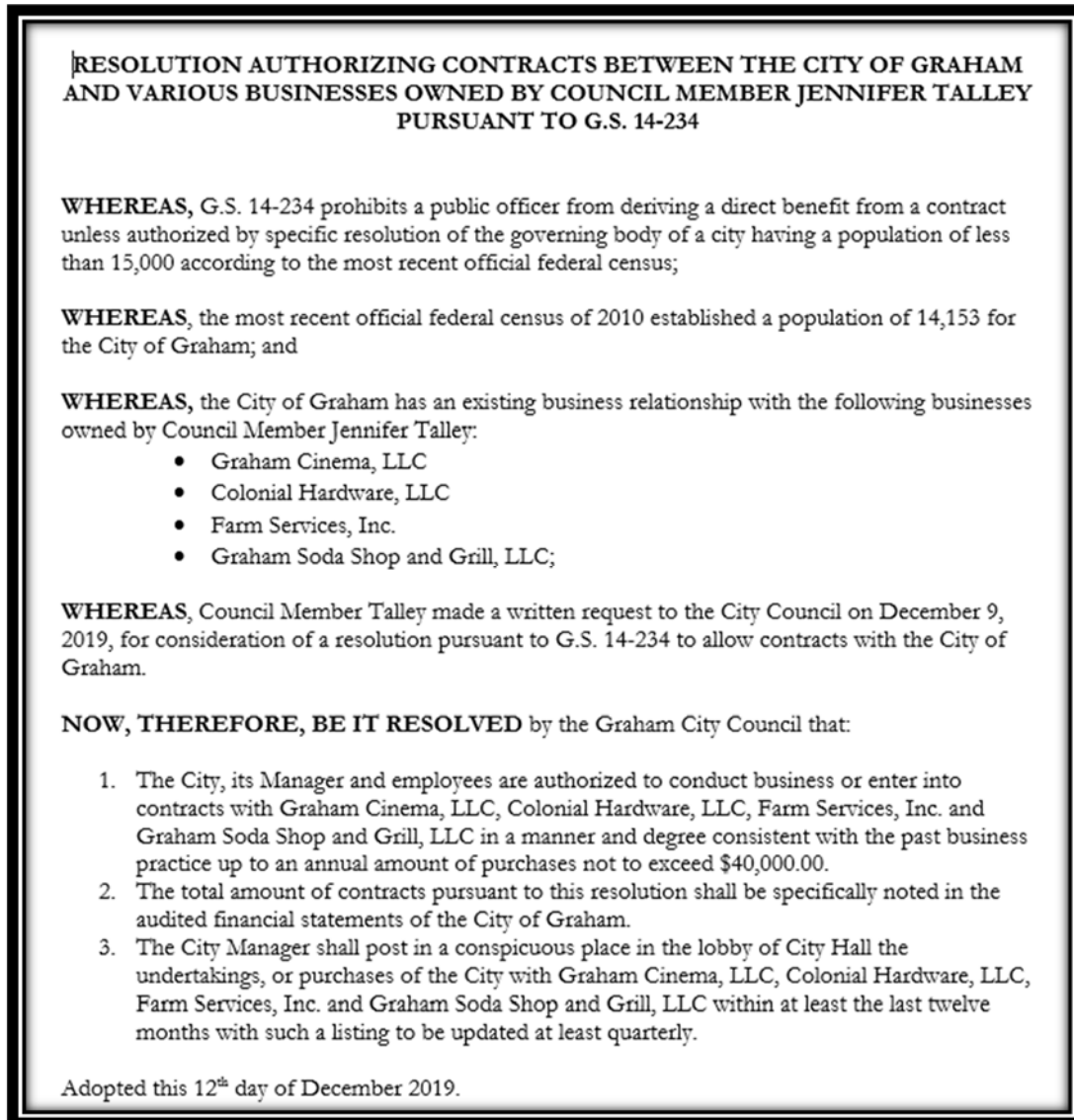
With no further comments forthcoming, Mayor Peterman closed the discussion to the public.

Council Members and staff briefly addressed questions asked during the public comment period. Mayor Pro Tem Chip Turner asked about how the new census numbers affects purchasing from one of Council Member Talley’s businesses. Mayor Peterman asked about the City’s boot vouchers. Council Member Melody Wiggins expressed concern for the timing of this Special Meeting and the dollar amount included in the proposed resolution. Council Member Hall stated he was in favor of this resolution and thinks it is good for Graham.

City Manager Frankie Maness advised that this resolution is required in order for the City to purchase from a Council Member’s business. He added that this resolution does not bind the City to buy from Council Member Talley’s businesses, but it would give us the option.

He informed Council Members that the \$40,000 amount included in the resolution is the maximum per State Statute. Mr. Maness advised that the City spent approximately \$23,000 last year between Colonial Hardware and Farm Services.

With no further discussion forthcoming, Council Member Hall made a motion to accept the resolution as presented, seconded by Mayor Pro Tem Turner. Ayes: Council Member Hall, Mayor Pro Tem Turner and Mayor Peterman. Nays: Council Member Wiggins. Motion carried 3:1.



Council Member Talley returned to the bench.

At 8:41 a.m., Mayor Pro Turner made a motion to adjourn, seconded by Council Member Hall. All voted in favor of the motion.

Darcy Sperry, City Clerk

CITY OF GRAHAM
RELEASE ACCOUNTS

JANUARY

<u>ACCT #</u>	<u>YEAR</u>	<u>NAME</u>	<u>REASON FOR RELEASE</u>	<u>AMOUNT RELEASED</u>
663553	2019	BURGNER, HANS NEWTON	BOAT WAS DOUBLE LISTED	165.49
440666	2019	SHOFFNER, RICHARD W	BOAT NOT LOCATED IN CITY LIMITS	29.18

TOTAL RELEASES 194.67

STAFF REPORT

SUBJECT:	INTERLOCAL AGREEMENT FOR EMERGENCY DISPATCH AND COMMUNICATIONS SERVICES WITH CITY OF BURLINGTON
PREPARED BY:	CHIEF JEFF PRICHARD & CHIEF TOMMY COLE

REQUESTED ACTION:

Approve the Interlocal Agreement for Emergency Dispatch and Communications Services with the City of Burlington.

BACKGROUND/SUMMARY:

The City of Graham and the City of Burlington are seeking approval of the subject interlocal agreement to establish a unified emergency dispatch and communications system within the Burlington Emergency Communications Center whereby each will benefit from improved interoperability and emergency response. Additionally, Graham will have added benefits of 800 MHz station alerting, mobile computer terminals (MCT) for police cars and fire trucks, automatic vehicle location (AVL) dispatch and improved reception using the TRON radio network which the Burlington Emergency Communications Center uses as their radio network. Graham and Burlington also utilize the same police and fire records management system but the data is currently segregated.

The City of Graham and the City of Burlington have several existing agreements for operations and a longstanding history of cooperation. Some current agreements include; police, utilities, traffic signalization, animal services, Information Technology and GIS.

FISCAL IMPACT:

Both the projected annual costs (\$253,031) and one-time costs (\$77,800) are covered by existing budgets. No additional appropriations are required.

STAFF RECOMMENDATION:

Approval. The City of Graham and the City of Burlington provide almost identical emergency services and are geographically joined at the hip by sharing 4.25 miles of common border near some of the densest areas of the City. Crimes and emergency situations do not adhere to political boundaries, which speaks to the need for interoperability and cooperation. In addition to the aforementioned benefits, approval of this MOU will couple our accredited Police Department with an accredited communications center and provide us with valuable operational input for fire and police operations through the formal establishment of an Emergency Communications Center Advisory Committee.

SUGGESTED MOTION(S):

I move we approve the Interlocal Agreement for Emergency Dispatch and Communications Services with the City of Burlington and authorize the City Manager, Police Chief and Fire Chief to execute the agreement on behalf of the City.

**INTERLOCAL AGREEMENT
FOR EMERGENCY DISPATCH AND COMMUNICATIONS SERVICES**

This INTERLOCAL AGREEMENT FOR EMERGENCY DISPATCH AND COMMUNICATIONS SERVICES, dated the ____ day of _____, 2020("Agreement"), is between the City of Burlington ("Burlington"), and the City of Graham ("Graham"), each being municipal corporations organized and existing under the laws of the State of North Carolina. Burlington and Graham are sometimes referred to jointly as "Parties."

WITNESSETH

WHEREAS, The County of Alamance is a Primary Public Safety Answering Point ("Primary PSAP"), the first point of reception for 9-1-1 calls made within its county boundary. As a Primary PSAP, Alamance County is capable of receiving and processing 9-1-1 calls from all voice communications service providers; and

WHEREAS, Burlington Emergency Communications Center (BECC) a Secondary PSAP capable of receiving and processing 9-1-1 calls from a Primary PSAP. Burlington currently has 9-1-1 calls made from within the Burlington municipal boundary routed to the Alamance County Central Communications ("ACCC"), which then dispatches EMS response calls and transfers all Police/ Fire response calls to Burlington Secondary PSAP; and

WHEREAS, Graham does not operate a PSAP. Instead, ACCC answers all 9-1-1 calls made from within the Graham municipal boundary and dispatches all Fire and Police responses for Graham; and

WHEREAS, the Parties, which are both municipalities located within the central part of Alamance County, recognize advantages to having a unified emergency dispatch and communications system capable of improving the service level to both Burlington and Graham municipalities; and

WHEREAS, the City of Graham desire improvements to their systems, including station alerting, mobile dispatch, overall situational awareness, automatic vehicle location ("AVL"), dispatch, interoperability and improvement in response times and call processing to bring their systems more in line with industry standards; and

WHEREAS, understanding such advantages, concerns and limitations, the Parties desire to enter and arrangement through which Burlington shall serve as the Primary Emergency Communications center (BECC) to the Parties in accordance with the terms and conditions hereinafter stated; and

WHEREAS, the Parties further agree that each shall share in the costs of maintaining and operating the Burlington Emergency Communications Center once it is put into operation in accordance with the terms and conditions hereinafter stated; and

WHEREAS, Article 20, Inter-local Cooperation, of North Carolina General Statutes 16a authorizes and empowers any units of local government to enter into inter-local agreements for the contractual

exercise by one unit for one or more other units of any power, function, public enterprise, right, privilege or immunity of local government; and

NOW THEREFORE, for and in consideration of the recitals and the mutual promises and covenants contained in this Agreement, the Parties agree as follows;

1. Incorporation of Recitals and Purpose: The Recitals are true and are incorporated into this Agreement. The purposes of this Agreement include:

- a. To provide the terms and conditions under which Burlington Emergency Communications Center will serve as the Primary Emergency Communications Center for the Parties;
- b. To set out the Parties' obligations as they relate to readying each Party's respective emergency communications systems and infrastructure in preparation for connection to, and service by, the Burlington Emergency Communications Center, and
- c. To define Graham's obligations as they relate to the ongoing funding of the Burlington Emergency Communications Center.

2. Definitions:

In addition to the terms defined in the Recitals, the following definitions apply to this Agreement:

- a. "Agreement" means this document, as it may be amended from time to time.
- b. "CAD-to-CAD" or "C2C" is an interoperable, cross jurisdictional tool that connects public safety agencies. The result is a cohesive understanding of critical situations as they unfold. This feature allows communication centers to share information via CAD systems in place of calling by telephone.
- c. "Communications Services" means
 - i. the receipt of incoming 9-1-1 calls from the Primary PSAP;
 - ii. the receipt of incoming non-emergency calls from the public;
 - iii. the Dispatch of Police and Fire in response to 9-1-1 calls;
 - iv. the collection and maintenance of data concerning incidents to which Dispatch services were provided; and
 - v. such other activities incidental to the above as the Primary Emergency Communications Center deems necessary and appropriate.
- d. "Dispatch" means the receipt and processing of incoming 9-1-1 calls, including the routing of Public Safety Responders as required by the nature of the emergency and the monitoring of the same throughout the incident to which the 9-1-1 call relates.
- e. "Fiscal Year" means the period commencing on July 1 of any calendar year and concluding on June 30 of the following calendar year.
- f. "Operation Costs" means the costs incurred by Burlington for personnel, administration, and equipment of the Burlington Emergency Communications

Center after the Operation Date. Operation Costs includes the costs for any Burlington Emergency Communication Center Improvements needed to continue operation of the Burlington Emergency Communications Center.

- g. “Operational Date” means the date by which:
 - i. All Pre-Operability Improvements shall be completed by the Parties;
 - ii. Burlington as a Secondary PSAP shall be operational and ready to begin receiving 9-1-1 calls from the Primary PSAP in the Graham jurisdictional limits.
- h. “Performance Standards” means the standards for the provision of Communication Services to be provided by the Primary Emergency Communications Center as outlined in “Exhibit C” to this Agreement.
- i. “Pre-Operability Costs” means any and all costs incurred by the Parties to make and maintain all Pre-Operability Improvements.
- j. “Pre-Operability Improvement” means the respective improvements each Party must make to integrate and connect their respective systems to the Primary Emergency Communications Center and to maintain such integration and connection throughout the term of this Agreement. This term includes modifications to existing equipment and infrastructure as well the purchase and installation of new equipment or infrastructure, if required. Pre-operability Improvements are set forth in the Exhibit B to this agreement.
- k. “Primary PSAP” means the County of Alamance, the PSAP that is the first point of reception of a 9-1-1 call and from which the call is transferred to the Secondary PSAP.
- l. “Secondary PSAP” means a PSAP capable of receiving a 9-1-1 call Transferred from the Primary PSAP.
- m. “Secondary PSAP Improvement” means any improvement or software upgrade incurred by Burlington to maintain operation of the Secondary PSAP’s functions of 9-1-1 call reception, processing, and dispatching after the Operation Date that is of a type that is not eligible to receive funding from the North Carolina 911 Board. This term includes, but is not limited to, the following:
 - i. The purchase of additional call reception, process and dispatch equipment to be located at the Secondary PSAP;
 - ii. Building construction improvements to the Secondary PSAP; and
 - iii. Upgrades to or replacement of radio infrastructure equipment.
- n. “Public Safety Answering Point (PSAP)” means the location that receives and processes incoming 9-1-1 call and Dispatches appropriate public safety agencies to respond to the call or transfers the call.
- o. “Public Safety Responder(s)” means the police and fire department personnel employed by the respective Parties.
- p. “Transfer” means the transfer of certain 9-1-1 calls received by the Primary PSAP to the Secondary PSAP.

3. Duration and Term:

- a. This Agreement shall have an “Initial Term” of three (3) years beginning on _____, 20__ (“Effective Date”) and shall thereafter automatically renew for up to twenty (20) successive one (1) year renewal terms (each a “Renewal Term”). If not earlier terminated in accordance with its terms, this Agreement shall terminate on _____, 20__.
- b. Burlington may terminate this Agreement to the other Party by providing one hundred eighty (180) days written notice of termination prior to the end of the Initial Term or the then current Renewal Term (“Termination Notice”).
- c. Graham may terminate this Agreement to the other Party by providing one hundred eighty (180) days written notice of termination prior to the end of the Initial Term or the then current Renewal Term (“Termination Notice”).

4. Operation Date:

- a. The Operation Date for the purposes of this Agreement shall be July 1, 2020.
- b. A test period will be held for at least 30 days prior to Graham moving all operations to the Burlington Emergency Communications Center.

5. Roles and Responsibilities of each Party: No joint agency is established by this Agreement. Burlington shall have sole responsibility and authority to appoint or otherwise employ the personnel necessary for the implementation of the Burlington Emergency Communications Center and Secondary PSAP as outlined in this Agreement.

A. Burlington’s Roles and Responsibilities:

- a. The City of Burlington shall operate a Secondary PSAP that shall provide Communication Services to the Public Safety Responders of the Parties;
- b. Burlington shall complete any respective Pre-operability Improvements required by the Operation Date as detailed on the attached Exhibit B;
- c. Burlington shall be responsible for its Pre-operability Costs incurred pursuant to Section 6(a) of this Agreement;
- d. Burlington shall provide Communication Services in the following manner:
 - i. Burlington shall provide Dispatch of Public Safety Responders from the Burlington Police Department and Burlington Fire Department;
 - ii. Burlington shall provide Dispatch of Public Safety Responders from the Graham Police Department and Graham Fire Department; and
 - iii. Burlington shall provide C2C and/or telephone transfer of incidents to Alamance County Central Communications that require response from Public Safety Responders from Alamance County EMS, Alamance County Rescue, and Alamance County Fire Departments
- e. Burlington shall work with the other Parties to continually endeavor to provide Communications Services at levels detailed in the attached Exhibit C;
- f. Burlington shall cause the Secondary PSAP to accurately track all Dispatches and Transfers pursuant to Section 6(b)(i) of this Agreement;
- g. Burlington shall budget appropriate funds for the payment of its Pre-operability Costs pursuant to Section 6(a) of this Agreement and of its share of the Operation Costs pursuant to Section 6(b) of this Agreement;

- h. Burlington shall invoice Graham annually for their apportioned share of Operation Costs pursuant to Section 6(b). Invoicing should occur in July of each year and payment due by August 15th.
- i. Burlington shall appoint up to three Burlington staff members (1 each from Communications, Police, and Fire) to serve on the PSAP Advisory Committee pursuant to Section 7 of this Agreement.
- j. Burlington shall ensure that all inter-local or mutual aid agreements related to the ability for its Public Safety Responders to respond to calls in other jurisdictions are in effect and complied with.

B. Graham Roles and Responsibilities:

- a. Graham shall complete its required Pre-operability Improvements by Operational Date;
- b. Graham shall budget appropriate funds for the payment of its Pre-operability Costs pursuant to Section 6(a) of this Agreement and annually budget its share of the Operational Costs pursuant to Section 6(b) of this Agreement/
- c. Graham shall be responsible for its respective Pre-operability Costs incurred pursuant to Section 6(a) of this Agreement;
- d. Graham shall be responsible for its respective share of the Operational Costs incurred pursuant to Section 6(b) of this Agreement;
- e. Graham shall be responsible for all applications required by the City of Burlington IT to access their respective networks;
- f. Graham shall provide and maintain those Pre-operability Improvements and such other improvements and services necessary to allow the Secondary PSAP to provide Communications Services at a level that meets the Performance Standards;
- g. Graham shall ensure that its Police and Fire Public Safety Responders shall respond to Dispatches given by the Burlington Emergency Communications Center.
- h. Graham shall appoint up to two Graham staff members (1 each from Police and Fire) to serve on the PSAP Advisory Committee pursuant to Section 7 of this Agreement.
- i. Graham shall ensure that all inter-local or mutual aid agreements related to the ability for its Public Safety Responders to respond to calls in other jurisdictions are in effect and complied with.

6. Costs:

- a. **Pre-operability Costs:** Each Party shall be responsible for any and all Pre-operability costs that Party incurs in making the Pre-operability Improvements to ensure it remains integrated with the Burlington Emergency Communications Center and, if operability Improvements are outlined in the attached Exhibits A & B.

b. Operation Costs:

- i. Dispatch/Transfer Tracking: Burlington shall maintain call logs that show each time a particular Public Safety Responder type is dispatched as a result of a call.
- ii. Secondary PSAP Improvements Cost Allocation: The cost of any BECC Improvements shall be apportioned between the Parties in percentages equal to the average percentage of calls Dispatched by the Burlington Emergency Communications Center for each respective jurisdiction during the prior 3 fiscal years.
 - a. For the first two years of the Term of this Agreement, the cost allocation percentage for each of those years shall be the unaveraged, annual percentage of calls Dispatched/Transferred for the respective year.
 - b. From time to time, and in sufficient time for Graham to arrange financing for their respective shares of Secondary PSAP Improvement Costs, Burlington shall provide its best estimate of expected Secondary PSAP Improvement Costs and of each party's share of those costs. Expected Improvement cost should be provided to Graham by February 1st for the upcoming fiscal year. The Parties hereby acknowledge that the amount so provided shall be an estimate only based upon the information available, and that Secondary PSAP Improvement costs, whether less or greater than the estimate, are to be allocated to and borne as set forth in this Agreement.
- iii. Invoicing and Payment: Burlington shall invoice Graham for their respective portions of the Operations Costs in the following manner:
 - a) Personnel Salary and Administrative Costs: Burlington shall invoice Graham annually for their respective share of the Personnel Salary and Administrative Costs. This costs shall be invoiced by July 15th and due by August 15th.
 - b) Annual Equipment Costs: Burlington shall invoice Graham annually for their respective share of the Annual Equipment Costs. This costs shall be invoiced by July 15th and due by August 15th.
 - c) BECC / Secondary PSAP Improvements Cost: Burlington shall invoice Graham for their respective share of BECC Improvement Costs on an annual basis. At the conclusion of a Fiscal Year, Burlington shall generate an invoice for the Secondary PSAP Improvement costs incurred during that year. This cost shall be invoiced by July 15th and due by August 15th.

d) Disputed Billing: Graham shall make payment in the amount of the invoice to Burlington within the agreed upon timeframe. If Graham disagrees with any expense allocated to it by Burlington, it may notify Burlington of the disagreement and request a review and that an adjustment be made but shall make the required payment to Burlington pending resolution of the disagreement. Any amounts due and payable by Graham hereunder that are not paid by the standard monthly invoice following the month in which the unpaid amount was invoiced (approximately sixty (60) days) shall bear interest at the rate of six percent (6%) per annum until paid.

iv. Budgeting: Each Party shall be responsible for budgeting appropriate funds during each Fiscal Year for the payment of their respective Pre-operability Costs and Operation Costs obligations as outlined in this Agreement.

7. Secondary PSAP/Burlington Emergency Communications Center Advisory Committee: The City Managers, Police Chiefs, and/or Fire Chiefs of either Parties can request a meeting of the Parties to discuss any aspect of this Agreement. Any such meeting shall be held within a reasonable time of the initial request and shall be attended by each Party's City Manager and/or up to three of their designees from each Party. The attendees may discuss and make recommendations related to any aspect of this Agreement.

Burlington is solely responsible for the operation of the Secondary PSAP/Burlington Emergency Communications Center and while attendee recommendations will be carefully considered and evaluated, such recommendations are advisory only.

8. Termination

Upon termination for any reason, all equipment and assets of the Secondary PSAP shall be and remain the property of Burlington. In the event a Party terminates their participation in this Agreement pursuant to Section 3 of this Agreement, that Party shall remain responsible for its share of the Operation Costs for the then current Term and for any fees for the termination of services being provided by third-parties from the terminating Party's termination.

9. Breach and Default:

- a. Any material breach of the terms or conditions of this Agreement shall constitute a default. In the event of a default, the defaulting Party shall be given notice of such alleged default in the manner prescribed in Section 10 of this Agreement. Upon receipt of notice, the defaulting Party shall have the opportunity to cure the default within thirty (30) days.
- b. In the event Burlington is the defaulting Party and fails to cure all defaults within the thirty (30) day cure period, Graham shall have the ability to provide Termination Notice as described in Section 3 of this Agreement, irrespective of current Term.

Burlington shall continue to provide the services described in this agreement to the terminating Party for the one-hundred and eighty (180) day notice period or until the terminating Party obtains Communication Services from another source, whichever is sooner. The terminating Party shall remain responsible for its share of Operations Costs for the then current term, minus any costs for Secondary PSAP Improvements.

- c. In the event that Graham is the defaulting party and have failed to cure all defaults within the thirty (30) cure period, Burlington shall cease to provide the services described in this Agreement to the defaulting party within one hundred eighty (180) days after the conclusion of the cure period. Upon a request from a noticed Party, Burlington shall extend the date of the ninety (90) days as it related to the noticed Party. Any further extension shall be at the sole discretion of Burlington. If services are terminated in this manner, the defaulting Party shall be responsible for its share of the Operations Costs for the then current Term.

- 10. Notices:** Unless otherwise provided, all notices provided for herein shall be in writing and shall be sent properly addressed by first class mail, with a copy sent by e-mail, to the Parties at the addresses show below.

All notices shall be effective three (3) days after having been deposited, properly addressed and postage prepaid, in the US Postal Service. Any Party hereto may change the person to whom or the address to which notices should be provided by giving written notice to the other Parties of the change.

- 11. Public Records:** The Parties may provide copies of public records, including copyrighted records, in response to public records requests.

- 12. Due Diligence Assessment:** Each Party has conducted such due diligence assessment as it deems appropriate to verify that the assumption of Communications Services by Burlington in accordance with the assumptions used to develop the terms and conditions of this Agreement are reasonable.

- 13. Force Majeure:** No Party shall be responsible for any default, delay, or failure to preform if such default, delay, or failure to perform is due to causes beyond the Party's reasonable control, including, but not limited to, actions or inactions of governmental authorities, epidemics, wars, action of malicious actors, embargoes, fires, hurricanes, unusual adverse weather, acts of God, or the default of a common carrier. In the event of a default, delay, or failure to perform due to causes beyond a Party's reasonable control, the Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance and to complete its performance in as timely a manner as is reasonably possible.

- 14. Entire Agreement/Amendments:** This Agreement constitutes the entire Agreement between the Parties with respect to its general subject matter. This Agreement may not be changed except in writing signed by all Parties.

- 15. Representations and Warranties:** The Parties each represent, covenant and warrant for the other's benefit as follows:
- a. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution spread upon the minutes of each Party's governing body. This Agreement is a valid and binding obligation of each Party.
 - b. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.
 - c. To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.
- 16. Dispute Resolution:** In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Alamance County, North Carolina.
- 17. No Waiver of Non-Compliance with Agreement:** No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other Parties to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- 18. Governing Law:** The Parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Alamance County.
- 19. Assignment:** The Parties may not sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.
- 20. Liability of Officers and Agents:** No officer, agent or employee of any Party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or

employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.

- 21. Execution in Counterparts/Electronic Version of Agreement:** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic records of the Agreement shall be deemed for all purposes to be an original signed Agreement.
- 22. No Third-Party Beneficiaries:** This Agreement is not intended to and does not confer any right, power, or benefit on any person other than the Parties and only the Parties may enforce, modify or terminate this Agreement as provided herein. There are no third-party beneficiaries to this Agreement.
- 23. Severability:** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such as holding shall not invalidate or render unenforceable any other provision hereof. If one or more paragraphs, sections sentences, clauses, or phrases shall be declared void, invalid or otherwise unenforceable for any reason by the valid, final judgement or decree of any court of competent jurisdiction, such judgement or decree shall not affect the remaining provisions of this Agreement and the same shall continue to be fully effective and enforceable on the basis that said remaining provisions would have been agreed to by the Parties without the incorporation of such void, invalid or otherwise unenforceable paragraph, section, sentence, clause or phrase.
- 24. Time:** Time is of the essence in this Agreement and each and all of its provisions.
- 25. Further Assurances/Corrective Instruments; Good Faith/Due Diligence:**
The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledge and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Agreement.
- 26. Verification of Work Authorization:** The Parties shall comply with Article 2, Chapter 64, of the North Carolina General Statutes to the extent applicable.
- 27. Mutual Indemnification:** The City of Burlington and the City of Graham mutually agree, to the extent allowed by law and without waiving sovereign immunity, to indemnify and hold each other harmless, including their officers, agents, and employees from all loss, liability,

claims or expenses arising from bodily injury or property damage to any person, firm or corporation, arising out of this agreement.

IN TESTIMONY WHEREOF, the City of Burlington and the City of Graham, pursuant to resolutions of their respective governing boards spread upon their minutes, have caused this Agreement to be executed and attested by their duly authorized officers and their official seals affixed, the day and year first written above.

City of Burlington:

City of Graham:

By:

By:

Burlington City Manager

Graham City Manager

Date: _____

Date: _____

Burlington Police Chief

Graham Police Chief

Date: _____

Date: _____

Burlington Fire Chief

Graham Fire Chief

Date: _____

Date: _____

Exhibit A

City of Burlington – City of Graham Operational Costs for the Burlington Emergency Communications Center

<u>Items</u>	<u>Sub-Cost</u>	<u>COG Cost</u>
Annual Personnel Costs		
Telecommunicator Salary & Benefits per Telecommunicator	\$ 47,704	
Training per Telecommunicator	\$ 250	
Total Cost per Telecommunicator (x4)	\$ 47,954	\$ 191,816
Backfill Cost per Telecommunicator \$4,614 (x4)	\$ 4,614	\$ 18,456
Total Cost for 4 "Graham" Telecommunicator Positions		\$ 210,272
Annual Administrative & Management Cost:		
Administrative and Management cost associated with 4 new TC's	\$ 4,060	\$ 16,240
Total Annual Expenses:		\$ 16,240
Annual Equipment Cost:		
Uniforms per Telecommunicator		\$ 200
UPS Maintenance Contract per Console Position (Graham Console)		\$ 1,227
911 Console Position Lease Fee per Year (Graham Console)		\$ 7,000
DCI Position at "Graham" Console		\$ 300
Language Line per Console Position (average usage) (Graham Console)		\$ 600
TWC Dedicated Internet Connection per Console (Graham Console)		\$ 500
Primary Radio Dispatch Console Access Fee for TRON (Graham Console)		\$ 6,420
Backup Radio Dispatch Console Access Fee for TRON (Graham Console)		\$ 6,420
CRS Recording System per Console (average usage) (Graham Console)		\$ 2,023
Radcare Fiber Modem per Console (average usage) (Graham Console)		\$ 129
Infinity Microwave Contract per Console (average cost) (Graham Console)		\$ 500
CCS Console Cleaning per Console (average cost) (Graham Console)		\$ 600
Headsets x 4		\$ 800
Total Annual Expenses:		\$ 26,519
Total Annual Cost for Personnel, Administration, & Equipment:		\$ 253,031*
<i>* Will be reviewed annually and adjusted for decrease/increase cost projections</i>		
Pre-Operability Costs:		
MCC 7100 Radio Console Position with Switch and CCGW		\$ 75,000
CTO for 60 days at 12 hrs per day x \$1.00 per day @ 4 Telecommunicators		\$ 2,800
Total Pre-Operability Costs:		\$ 77,800

EXHIBIT B

Pre-Operability Improvements

Terms used in this Exhibit B shall have the same meanings as the identical terms found in the INTERLOCAL AGREEMENT FOR EMERGENCY DISPATCH AND COMMUNICATIONS SERVICES (“Agreement”) to which this is attached.

1. Burlington shall be responsible for all costs associated with making the following Pre-operability improvements:

Programming of Answering Positions
Training – Multi-Agency Configuration
Switch to Switch
CAD to CAD (Burlington Site)
Networking Equipment
Console Programming
Backup Center (Includes Additional Radio)

2. Graham shall be responsible for all costs associated with making the following Pre-operability improvements:

PD MCT Client
PD MCT Computers
PD MCT Service
FD MCT Client
FD MCT Computers
FD MCT Service
Fire Station Resource Status Monitor License
Police Station Resource Status Monitor License
PD Radios
FD Radios
PD Reprogramming
FD Reprogramming
FD VHF Voice Paging
Direct Fiber Connection from Graham to Burlington

The Parties recognize that there may be additional Pre-operability Improvements that have yet to be identified. Should such improvements be necessary, the costs for which shall be incurred by the Party for whom the improvements are needed to allow that Party to integrate or connect its respective systems to the Secondary PSAP.

DRAFT

EXHIBIT C

Performance Standards

The Cities of Burlington and Graham shall work together to assure the provision of accurate, consistent, and timely Emergency Communication Services. The cities are sometimes referred to individually as “Party” and jointly as “Parties.”

1. **Definitions:** Terms used in this Exhibit C shall have the same meanings as the identical terms found in the INTERLOCAL AGREEMENT FOR EMERGENCY DISPATCH AND COMMUNICATIONS SERVICES (“Agreement”) to which this is attached. In addition, the following terms shall be given the meanings defined below:

- a. “Benchmark” means the service levels identified in Section 2 of this Exhibit C which the Parties shall work towards achieving for single processes.
- b. “Baseline” means the service levels for the measurable activities identified in Section 2 that are actually achieved by the Primary PSAP at the time the Agreement is entered into. An individual Baseline is the quantitative representation of the actual performance of the Primary PSAP for a single process.
- c. “Call Answering Time” means the time in between when the Secondary PSAP receives a 9-1-1 call until the time the call is acknowledged by a Telecommunicator. (The time it takes for the Telecommunicator to answer a 9-1-1 call);
- d. “Call Handling Time” means the total of the Call Answering Time, Call Transfer Time (if applicable), and the Call Processing Time;
- e. “Call Processing Time” means the time between when a call is acknowledged by an Telecommunicator and the Telecommunicator begins to relay information via voice or electronic about the call to the appropriate Public Safety Responders;
- f. “Call Transfer Time” means the time between when a Telecommunicator determines a received call needs to be Transferred to another PSAP and the time when the Transfer of that call to the PSAP is completed;
- g. “Computer-Aided Dispatch” (“CAD”) means a combination of hardware and software used by a Telecommunicator that provides data entry, makes resource communications, and notifies and tracks those resources before, during, and after 9-1-1 calls, and preserves a record of those calls and status changes for later analysis.
- h. “Telecommunicator” means an individual handling calls from within the Secondary PSAP.
- i. “Timestamp” means information encoded by a Telecommunicator into CAD entries by that identify when certain events occur.

2. **Service Level:**

- a. **Benchmarks:** The Parties shall continually work towards the reduction of the intervals between Baseline performance and these agreed upon Benchmarks:

i. For Calls that Require Fire Department Response:

- 1) Call Answering Time Benchmark: Ninety-five percent (95%) of calls answered within 15 seconds.
- 2) Call Processing Time Benchmark:
 - (1) Call Processing Time Benchmarks shall be ninety percent (90%) of emergency calls processed within 90 seconds:
 - (2) For all other calls, the Call Processing Time Benchmark shall be ninety percent (90%) of calls processed within 64 seconds.

ii. For Calls the Require Police Department Response:

- 1) Call Processing Time Benchmark: Maintain an average Call Processing Time for Emergency Response call types at or less than 90 seconds.

b. C2C Transfers: For the purpose of requesting EMS, Rescue, and Police/Fire Mutual Aid from agencies not dispatched by the Secondary PSAP, a C2C and/or telephone transfer to the requested agencies primary dispatch center;

- i. The Telecommunicator shall C2C and/or telephone the request without undue delay;

3. **Data Reporting:** The Parties shall, upon request, make available to one another Baseline and Benchmark data to assist each Party in evaluating its current processes and for preparation of monthly, quarterly, or annual reports. In addition, and upon request, the Parties shall make available to one another Secondary PSAP data for the purposes of analyzing specific Dispatch events.
4. **Quality Assurance Standards:** Burlington acknowledges that Graham seeks to continue to meet their respective community expectations as they relate to the provision of service supporting each agencies' goal to meet those expectations. Burlington shall make any documentation required to meet these goals available to Graham staff upon request. Graham shall make any such requests in a manner that provides Burlington with the amount of time to provide the requested data within a time period acceptable to Burlington and the requesting Party.
5. **Accreditation:** Burlington Police Department shall meet all Chapter 81 requirements of CALEA to obtain Communications Accreditation by January 2021.



To: City Council
Date: January 14, 2020
From: Darcy Sperry, City Clerk
Re: **Amendments to Code of Ordinances, City of Graham, North Carolina,
OFFICIALS Page**

Existing Officials:

Gerald R. Peterman
Mayor

Baker Lee Kimrey
Mayor Pro Tem

James Griffin McClure III
Brice Caldwell Turner II
Melody L. Wiggins
City Council

Jesse Franklin Maness
City Manager

Keith Whited
City Attorney

Darcy L. Sperry
City Clerk

Amendments: AMEND AS FOLLOWS: Effective 1/14/2020

Gerald R. Peterman
Mayor

Brice Caldwell Turner II
Mayor Pro Tem

Melody L. Wiggins
Ricky C. Hall
Jennifer L. Talley
City Council

Jesse Franklin Maness
City Manager

J. Bryan Coleman
City Attorney

Robert M. Ward
City Attorney

Darcy L. Sperry
City Clerk

CERTIFICATION

I, Darcy L. Sperry, City Clerk of the City of Graham, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance Amendment adopted by the City Council for the City of Graham, North Carolina, in regular session convened on January 14, 2020.

WITNESS my hand and the corporate seal of the City of Graham, North Carolina, this the 14th day of January, 2020.

City Clerk

(SEAL)

STAFF REPORT

SUBJECT:	ACCEPTANCE OF PUBLIC STREETS AND RIGHTS OF WAY FOR CHALLENGE
PREPARED BY:	NATHAN PAGE, PLANNING DIRECTOR

REQUESTED ACTION:

Approve Resolution Authorizing the adoption and maintenance of Challenge Drive, Lake Point Drive, and Pinnacle Court.

BACKGROUND/SUMMARY:

Private development at the Challenge Golf Course has been completed, and the streets have been offered to the City of Graham for adoption. These streets have been inspected by Public Works, the City's Engineer, and the Planning Department for compliance with the proposed development pattern permitted under their Conditional Rezoning. All infrastructure has been deemed complete and meets the standards as they existed when the development was approved by City Council in April of 2011. At that time, the City approved the Conditional Rezoning amendment with the understanding that the roads and Right-of-ways (ROW) would be adopted for public maintenance and use.

Challenge Drive (50 foot ROW) being the longest at approximately 0.73 miles, Lake Point Drive (40 foot ROW) is 0.18 miles, and Pinnacle Drive (50 foot ROW) is 0.03 miles. This brings the total length of roadway in the neighborhood to approximately 0.94 miles.

FISCAL IMPACT:

Low. While the anticipated revenues are not likely to cover the long term maintenance of this street network, the Public Works department has been serving this neighborhood for trash and other services for some time. This would increase resurfacing requirements as well as winter preparation and snow removal. The annual Powell Bill revenues are \$6,233.44 per road mile per year. The City of Graham budgets \$27,430.65 per road mile per year currently. As such, there is a shortfall made up from the general fund each year to pay for roadway maintenance and eventually repaving.

STAFF RECOMMENDATION:

Approval.

SUGGESTED MOTION(S):

I move we approve the Resolution Adopting Ownership of Challenge Drive, Lake Point Drive, and Pinnacle Court.

A RESOLUTION ORDERING ADOPTION OF CHALLENGE DRIVE, LAKE POINT DRIVE, AND PINNACLE COURT

WHEREAS, NCGS §160A-374 and Article VIII, Section 10.339(c)(5) of the City of Graham Development Ordinance provide that City Council may, by resolution, accept offers of public dedication made to the public of lands and facilities for streets, sidewalks, open spaces and public utilities after verification from the Technical Review Committee that such properties and improvements are in a manner acceptable for acceptance; and

WHEREAS, the City of Graham has been provided with an offer of public dedication of lands and improvements known as Challenge Drive, Lake Point Drive, and Pinnacle Court, and is described on a plat of ROW dedication for public use shown in Plat Book 64, Page 305, Plat Book 72, Page 433, Plat Book 73, Page 93, Plat Book 73, Page 197, and Plat Book 79, Page 51 of the Alamance County Registry; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Graham, North Carolina, the offer of public dedication be accepted for Challenge Drive, a 50 foot Public Right of Way, Lake Point Drive, a 40 foot Public Right of Way, and Pinnacle Drive, a 50 foot Public Right of Way, as offered and recorded in Plat Book 64, Page 305, Plat Book 72, Page 433, Plat Book 73, Page 93, Plat Book 73, Page 197, and Plat Book 79, Page 51 of the Alamance County Registry; and

SECTION 1. Terms and Conditions of Acceptance:

1. The developer shall guarantee all materials and workmanship for a period of 12 months from the date of official acceptance by the City Council, as specified under Section 10.339 (c)(6) of the City of Graham Development Ordinance;
2. The acceptance by the City Council shall not be interpreted in any way to relieve any developer, contractor, subcontractor, insurance company, owner, or other person of his individual or several obligations under any ordinance, policy, or contract or to otherwise reduce or eliminate the rights of the city, its agents and employees against any other party connected with or in any way related to the development of the subdivision and facilities. The acceptance shall not be interpreted as a waiver of any defense or immunities that the city, its agencies or employees may assert or be entitled to;
3. All rights, privileges and warranties of whatsoever nature and kind, for equipment, supplies, materials, goods, and services shall be assigned to the city and any and all benefits derived there from shall inure to the city, its agents, and employees. The acceptance of the lands and facilities shall be conditioned upon the owners covenanting and warranting that they are lawfully seized and possessed of all the lands and facilities dedicated to the public; that they have good and lawful authority to dedicate the same to the public for the stated purpose; that the lands and facilities are free and clear of any deed of trust, mortgage, lien or assessments and that the dedicators for their heirs, successors, executors, administrators, and assigns, covenant that they will warrant and defend the dedication of such land and facilities against any and all claims and demands whatsoever; and
4. Acceptance of dedication of lands and facilities shall not obligate the city to construct, install, maintain, repair, replace, extend, improve, build or operate any public facilities or utilities which are not in existence as of the date of the acceptance of the lands and facilities. Such acceptance shall not obligate the city to construct any main, line, pipe, lateral, or other extension or permit connection to the city's water, sanitary sewer, storm sewer, drainage or other public utilities systems.

SECTION 2. This Resolution shall become effective immediately upon adoption.

This the 14th day of January, 2020 at 6:00 p.m.

Gerald R. Peterman, Mayor

Attest:

Darcy L. Sperry, City Clerk

NORTH CAROLINA

ALAMANCE COUNTY

I hereby certify that the foregoing is a true and accurate copy of a resolution duly adopted by the City Council of the City of Graham, North Carolina, at a meeting held on January 14, 2020, at 6:00 p.m. at the City Hall in the City of Graham.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official corporate seal of said City to be affixed, this the ____ day of _____, 2020.

City Clerk



STAFF REPORT

SUBJECT:	GRAHAM PUBLIC LIBRARY LEASE
PREPARED BY:	AARON HOLLAND, ASSISTANT CITY MANAGER

REQUESTED ACTION:

Approve Agreement to Lease City-Owned Surplus Real Property Located at 211 S. Main Street.

BACKGROUND/SUMMARY:

The lease agreement between the City of Graham (Lessor) and Alamance County (Lessee) for the operation of Graham Public Library is due to be renewed. The proposed lease agreement seeks to continue this relationship with the particulars of the proposed lease to include a 10-year term, \$1.00 annual rent and that the City of Graham is responsible for all utilities.

The General Statutes ([G.S. 160A-272](#)) allow the City to lease or rent property but requires a 30-day public notice. Public Notice was given on December 12, 2019.

FISCAL IMPACT

Under the proposed lease the City is expected to continue to be responsible for the costs associated with building maintenance and utilities as well as certain capital improvements from time to time.

STAFF RECOMMENDATION:

Approval.

SUGGESTED MOTION(S):

I move we approve Agreement to Lease City-Owned Surplus Real Property Located at 211 S. Main Street.

STATE OF NORTH CAROLINA

LEASE

COUNTY OF ALAMANCE

This Lease Agreement, commencing and being effective as of the 1st day of November, 2019, by and between the City of Graham, (hereinafter called "Lessor"), and County of Alamance ("hereinafter called Lessee".)

WITNESSETH:

1. Demise of Premises. Lessor leases unto Lessee the premises (hereinafter called "Premises") located in Alamance County, North Carolina, and described in the exhibit attached hereto and marked "Exhibit A", which exhibit is incorporated herein by this reference thereto as if fully set out.

2. Use of Premises. The Premises may only be used for a library and shall not be used by anyone for any other purposes without the prior written consent of Lessor. Should the Premises cease to be used for a library, this Lease Agreement shall thereupon terminate and be of no further force or effect.

3. Term. The term of this Lease Agreement (hereinafter called "term") shall be for a period of ten (10) years to commence on November 1, 2019 and to terminate on November 1, 2029. As used herein, the term "Lease Year" shall mean the twelve months period beginning on the first day of November and ending on the first day of November.

4. Rentals. Lessee shall pay rentals to Lessor in the sum of One Dollar (\$1.00) per Lease Year payable in advance on the first day of November for and during the Term of the within Lease.

5. Assignment or Subletting. Lessee shall not have the right to assign the within Lease or to sublet the Premises in whole or in part, without the prior written consent of Lessor.

6. Compliance with Legal Requirements. Lessee shall comply with all legal requirements of any governmental or quasi-governmental body including City, County, State or Federal boards having jurisdiction thereof, respecting any operation conducted or any equipment, installations or other property placed upon, in or about the Premises. Lessee shall neither create nor permit the creation of any nuisance upon, in or about the Premises, and Lessee shall not make any offensive use thereof.

7. Fire Insurance. Lessor shall carry at Lessor's expense fire insurance with extended coverage insuring against loss or damage to the buildings and/or other improvements on the Premises in amounts and in companies as Lessor in its discretion chooses.

8. Taxes and Assessments. Lessor shall pay all assessments of whatever kind or nature assessed against the Premises.

9. Utilities. Lessor shall pay for all electricity, gas, water, heat and other utilities consumed or used on the Premises.

10. Additions, Alterations, Changes and Improvements. Lessee shall not make, and shall not have the right to make any alterations, changes or improvements, structural or otherwise, in or to the Premises without Lessor's prior written consent, provided that if such consent is given, all such alterations, changes and improvements shall be promptly made in a workmanlike manner, be promptly paid for allowing no liens to attach either to the Premises or to Lessee's interest therein and shall become the property of Lessor at the termination of this Lease Agreement.

11. Repairs. Lessor shall at Lessor's own expense keep and maintain the entire Premises and all parts and systems thereof, including for the purpose of illustration

(to the extent that the enumerated items exist on the Premises) and not as a limitation, all buildings, improvements, parking areas, sidewalks, utility installations and equipment, in good maintenance, replacement and repair, and properly painted and decorated. All repairs will be performed in a prompt, workmanlike manner, shall be promptly paid for by Lessor and no liens shall be allowed to attach either to the Premises or Lessee's interest therein.

12. Safe and Sanitary Condition. Lessee shall not permit, allow or cause any act or deed to be performed upon, in or about the Premises which shall cause or be likely to cause injury to any person or to the Premises, the building or improvements located thereon, or to any adjoining property. Lessor shall at all times keep the Premises in a neat and orderly condition and keep the Premises and entryways, parking areas, sidewalks and delivery areas (if any) adjoining the Premises clean and free from rubbish, dirt, snow, standing water and ice. Additionally, Lessor shall provide general upkeep and janitorial services for the demised Premises.

13. Trade Fixtures. Lessee shall be permitted to install trade fixtures on the Premises. In addition, Lessee shall be permitted to remove said trade fixtures from the Premises upon the termination of this Lease Agreement; provided that if Lessee does so remove such trade fixtures, Lessee shall return the Premises to the same condition as existed at the time of original entry, ordinary wear and tear excepted. This provision is not intended to allow Lessee to remove approved improvements made by Lessee to the Premises. All such improvements belong to Lessor at the termination hereof and shall not be removed nor damaged by Lessee's removal of trade fixtures. If Lessee does not remove the trade fixtures at termination, Lessor shall have the option either to declare

such fixtures abandoned and Lessor the owner thereof or to demand Lessee remove same at Lessee's expense returning the Premises to the condition required herein.

14. Inspection. Lessor shall have the right at all reasonable times to enter and inspect the Premises.

15. Holding Over. In the event Lessee remains in possession after the expiration of the Term without the execution of a new lease, Lessee shall not acquire any right, title or interest in or to the Premises. In such event, Lessee shall occupy the Premises as a tenant from month-to-month and shall otherwise be subject to all of the conditions, provisions and obligations of this Lease Agreement insofar as the same shall be applicable.

16. Default.

16a. Any one and all of the following events shall constitute an Event of Default:

- i. if Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and does not made the payment within thirty (30) days after written notice thereof.
- ii. if Lessee vacates or abandons the Premises;
- iii. if the interest of Lessee is transferred or assigned to any other person, firm or corporation.

16b. Upon the occurrence of any Event of Default as set forth above, Lessor shall have the right to cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than 120

days prior to the effective date of such termination. Upon the expiration of said 120 day period, the Lessee shall have no further rights under this Lease Agreement.

17. Law Applicable. This Lease is entered into in North Carolina and shall be construed under the law, statutes and ordinances of such jurisdiction.

18. Severability. The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Lessor's option in full force and effect.

19. Stamp Tax or Sales Tax on Lease. Should any governmental authority having jurisdiction over the Premises declare or otherwise assess any tax on leases or leaseholds whether designated as a stamp tax, sales tax or otherwise, then in any of such events, all taxes so declared or charged shall be the obligation of the Lessee and shall be paid by Lessee to such authority or shall be promptly paid to Lessor in reimbursement and as additional rental.

20. Easements, Restrictions and Rights of Way. The Premises are demised subject to all easements, restrictions and rights of way legally affecting the Premises.

21. Binding Effect and Complete Terms. The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Lessor and Lessee and by their respective successors and assigns. No modification hereof or other purported agreement of the parties will be enforceable unless the same is in writing and signed by Lessor and Lessee.

26. Construction. This Lease shall not be construed more strictly against

either party regardless of which party is responsible for the preparation of the same. In Witness Whereof, Lessor and Lessee have signed and sealed this Lease Agreement, this day and year first above written.

22. Notices and Written Consents. All notices and written consents required under this Lease shall be in writing and shall only be deemed properly served posted by certified United States mail, postage prepaid, returned receipt requested, addressed to the party to whom directed at the following addresses or at such other address as may be from time to time designated in writing:

TO LESSOR: Graham City Manager
P. O. Drawer 357
Graham, NC 27253

TO LESSEE: County Manager
124 West Elm Street
Graham, NC 27253

Notices shall be deemed served upon posting.

23. Rental Payments. All rental payments, until otherwise designated in writing, shall be made to the City of Graham.

24. Recording. This Lease shall not be recorded but a memorandum hereof shall be prepared and recorded in the County where the Premises are located, at the expense of Lessee. The aforesaid memorandum shall contain such information as is necessary to provide adequate record notice of the existence of the Lease, including the parties, the term, the property involved and whether options to renew or purchase exist.

25. Covenant of Title and Quiet Enjoyment. Lessor covenants and warrants to Lessee that Lessor has full right and lawful authority to enter into this Lease for the Terms hereof and that provided Lessee is not in default hereunder, Lessee's quiet and peaceable enjoyment of the Premises shall not be disturbed by anyone claiming through Lessor.

26. Construction. This Lease shall not be construed more strictly against either party

regardless of which party is responsible for the preparation of the same.

27. Sovereign Immunity Not Waived. The Lessor and the Lessee mutually agree, to the extent allowed by law and without waiving sovereign immunity, to indemnify and hold each other harmless, including their officers, agents and employees from all loss, liability, claims or expenses arising from bodily injury or property damage to any person, firm or corporation, arising out of this Lease. The Lessor and the Lessee agree to maintain general liability insurance in an amount of not less than one million dollars and workers compensation insurance as required by law.

In Witness Whereof, Lessor and Lessee have signed and sealed this Lease Agreement, this day and year first above written.

(SEAL)

Attest: _____

Mayor

(SEAL)

Attest: _____

Chairman of the Board of Commissioners

NORTH CAROLINA
ALAMANCE COUNTY

I, _____, Notary Public of said County do hereby certify that _____, personally appeared before me this day and acknowledged that he/she is City Clerk of _____, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by _____ as City Clerk.

Witness my hand and official stamp or seal, this the ___ day of _____, _____.

My Commission expires: _____
Notary Public

(SEAL)

NORTH CAROLINA
ALAMANCE COUNTY

I, _____, Notary Public of said County do hereby certify that _____, personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Alamance County, a North Carolina Political Subdivision, and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by its Chairman of the Board of Commissioners, sealed with its corporate seal and attested by _____ as Clerk to the Board of County Commissioners.

Witness my hand and official stamp or seal, this the ___ day of _____, _____.

My Commission expires: _____
Notary Public

(SEAL)

**ADDENDUM
TO
LEASE AGREEMENT**

Between

**ALAMANCE COUNTY
and**

The CITY of GRAHAM

The Lease Agreement entered into between the parties in July of 1998 for library space is hereby amended as follows:

Term.

The term of the Lease Agreement is extended for a period of ten (10) years from November 1, 2019 to November 1, 2029.

No other terms and conditions of the Lease are changed by this Addendum.

The City of Graham

Manager

Alamance County

Manager

STAFF REPORT

SUBJECT:	CLOSURE OF EAST ELM STREET (100 BLOCK)
PREPARED BY:	MARY FAUCETTE, DOWNTOWN DEVELOPMENT COORDINATOR

REQUESTED ACTION:

Approve the closure of the 100 block of East Elm from 8a – 5pm on Saturday April 18, 2020 for Farm Bureau’s community event.

BACKGROUND/SUMMARY:

This event request, formerly known as “Homegrown in the Park,” is a celebration showcasing the past, present, and future of Alamance County agriculture presented by Farm Bureau. The requested closure of East Elm Street will begin at 8a and re-open at 5pm on April 18, 2020.

The event will feature a BBQ whole hog cook-off competition Friday night in the parking lot owned by Chuck & Jennifer Talley adjacent to Colonial Hardware. The event will continue on Saturday starting at 10am with the additional expansion into the 100 block of East Elm Street. The Saturday event starting at 10a will feature agricultural exhibits, displays, farm equipment, antique tractors and more. In addition, there will be an ice cream vendor, live music and a beer garden. The BBQ cooked from the competition will be chopped and given out for free during Saturday’s event. The event will conclude at 3pm.

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

- Certificate of Liability with the City’s requirements
- Scheduling of Police and or Fire using Extra Duty Solutions

FISCAL IMPACT:

City staff will provide street closure barricades, roll cart trash cans and a dumpster. The applicant will use Extra Duty Solutions for the scheduling of public safety personnel.

STAFF RECOMMENDATION:

Approve

SUGGESTED MOTION(S):

I make a motion to approve the requested closure of the 100 block of East Elm Street Saturday, April 18 from 8a – 5p for Farm Bureau’s community event with the following conditions:

- Provide a Certificate of Liability insurance meeting all City requirements
- Schedule public safety personnel following the Extra Duty Solutions process

City of Graham

Volunteer Board and Commission Application



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

Name Cheryl Ray

Email Address CherylRayPhr@gmail.com

Home Address 1183 Jersey Street

Mailing Address Same

City, State, Zip Haw River, NC 27258

City, State, Zip Same

Home Phone 919-619-6201

Alternate Phone

Do you live inside the city limits of Graham? Yes No

Are you applying for reappointment to a board of commission on which you are currently serving?

Yes No

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

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

- | | |
|--|---|
| <input type="checkbox"/> Alamance County Library Committee (2 years) | <input type="checkbox"/> Graham Sports Hall of Fame Committee (6 years) |
| <input type="checkbox"/> Alcohol Beverage Control (3 years) | <input type="checkbox"/> Historic Resources Commission (4 years) |
| <input checked="" type="checkbox"/> Appearance Commission (3 years) | <input type="checkbox"/> Planning Board/Board of Adjustment (3 years) |
| <input type="checkbox"/> Canine Review Board (3 years) | <input type="checkbox"/> Recreation Commission (3 years) |
| <input type="checkbox"/> Historical Museum Advisory Board (3 years) | <input type="checkbox"/> Tree Board (3 years) |
| <input type="checkbox"/> Graham Housing Authority (5 years) | |

Why do you wish to serve the City in this capacity? Describe the experience, skills, and abilities that you would contribute:

I'm just becoming familiar with the Appearance Commission after receiving the November Residential Beautification Award. I'm interested in serving Graham and becoming more involved in the community in which I live and work and this role I believe would be a good role for me. Just this year I started participating in the Cooperative Extension Master Gardener program and I'm set to become an official Master Gardener in affiliation with the program in December 2019.

Employment

Employer/Company Name Alamance County Government

Address 124 West Elm

City, State, Zip Graham, NC 27253

Job Title and Description of Responsibilities

See attached
Asst. HR Director

Civic Involvement

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

Mebane Woman's Club Member (Past President/Current Member)
Alamance County HR Association (Past President/Current Member)
Mebane Business Association (Past President/Current Member)
Cone Health Charitable Board Member
Old Fields Home Owners Association (HOA) Board Member/President (8 years of service)
Mebane Community Garden - Co-Chair/Gardener
Orange County Relay for Life - Past Chair/Volunteer/Committee Leader

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

Applications will be kept on file for 3 years

RECEIVED
NOV 21 2019
CITY OF GRAHAM

Cheryl Ray, SHRM-CP, PHR, IPMA-SCP

1183 Jersey Street ♦ Haw River, NC. 27258 ♦ (919) 619-6201 (C) ♦ CherylRayPHR@gmail.com

DIRECTOR OF HUMAN RESOURCES - HUMAN RESOURCE\SAFETY MANAGER

[A FOCUSED AND DRIVEN PROFESSIONAL THAT IS LINKING OPERATIONS AND HUMAN RESOURCE STRATEGIES]

Strategic and results-oriented Human Resources professional with a career distinguished by hard work, customer focus, commended performance, and proven results in HR and business leadership roles in service and fulfillment environments. Track record of success in collaborating with management and understanding the big picture. Recognized for being tenacious with a passion for accomplishments.

Solid business acumen with partnership approach to linking operation and human resource\risk strategies that foster results-driven organizational culture. Highly respected leader able to develop solid relationships within executive management and a diverse, multi-functional workforce. Excellent communication, employee engagement interpersonal, negotiation, influencing, and strategic planning skills.

AREAS OF EXPERTISE

- | | | |
|--|-------------------------------------|---------------------------------|
| ♦ Full-Cycle Recruiting | ♦ Staff Recruitment & Retention | ♦ Orientation & On-Boarding |
| ♦ Governmental Compliance
[FMLA/ADA/EEO/ACA/WC] | ♦ Employee Relations | ♦ HR Program/Project Management |
| ♦ HR Policies & Procedures | ♦ Benefits Administration | ♦ Training & Development |
| ♦ Process Improvement | ♦ OSHA,EPA Management | ♦ Coaching/Leadership |
| ♦ Contract Management | ♦ Workers Compensation
Reduction | ♦ Self-directed and Motivated |

CAPABILITIES

- ♦ Design and implemented several internal programs focused on creative recruiting strategies.
- ♦ Resolve employee issues with win-win outcomes for all players.
- ♦ Conduct and see results of leadership training, employee engagement, and cost reductions.
- ♦ Straight shooter able to gain and maintain respect of individuals.
- ♦ Develop value added, sustainable, and cost saving processes in safety and workers compensation.

PROFESSIONAL EXPERIENCE

Alamance County Government, Graham, NC

April 2018 – Present

Alamance County Government serves approximately 161,000 residents within fifteen communities in diverse areas throughout the County by providing an array of services including sheriff and fire protection, solid waste management, health and social services, veteran services, and cultural and recreational activities. The County HR team serves greater than 1,200 employees located throughout the County.

Asst. Human Resources Director

Provide support and leadership to the HR team by way of strategic vision and

- Oversight to all human resources functions including recruitment, hiring, training, onboarding and employee relations.
- Implementing and oversight of a revised compensation structure for recruitment and retention strategy.
- Ensuring compliance of HR policy, employee benefits and employment law on state and federal levels.
- Established, developed and preserved policy and procedure guidelines, conducting full revisions of County handbook.

Sports Endeavors, Inc., NC

August 2006-April 2018

A Catalog and Internet retail company that specializes in a variety of sports products via multiple internet sites and numerous catalogs. Lead a human resource team of 3 and upwards of 10 in peak season with an employee base of 650 team members up to 1,200 team members. Have presence and responsibility for multi-state HR support (AL & NC).

Total Rewards & Benefits Manager

Administration of all employee benefits to include medical, prescription drug, dental, vision, life/AD&D, STD/LTD, FSA,HAS and HRA accounts while reducing cost to the employer and ensuring total value of offerings.

- Oversight and responsibilities for strategic evaluation of and develop of cost effective benefit programs.

- Key contact for health and benefit brokerage firms and vendors.
- Coordinator of FMLA, ADA and Leave of Absence procedures and compliance recordkeeping.
- Audit and processing of health insurance billing and reporting.
- Organized and conducted benefit open enrollment meetings across multiple shifts.
- Documented administrative processes for benefits and compensation alignment
- Administered 401K offerings and plan for auto-enrollment and enrollment meetings.
- Ensure compliance with applicable government regulations, including regulations pertaining to PPACA.
- Implemented a new cloud based enterprise HRIS system along with a new Benefits system migrating records and transitioning all team members efficiently and on schedule.

Human Resources Manager

Manage all HR, EEOC, ADA, OSHA, HIPAA, benefits, HRIS System, open-enrollment, EAP, recruiting, workers compensation, leadership development, vendor management, strategic planning, process improvement, training, conflict resolution, attendance, orientation-onboarding, job descriptions, safety & process improvement committee, surveys, reporting, security and employee relations.

- Championed leadership safety team consisting of fulfillment managers and directors.
- Organized HR department: who does what, hold managers accountable for proper discipline, hold HR Coordinators accountable for their duties, and provide value added services to internal customers for a multi-shift operation.
- Influence managers and employees for compliance and process improvement using positive reinforcement and discipline. Held employee meetings and feedback sessions.
- Stress the importance of proper orientation and on-boarding of new employees to help reduce turnover and increase productivity. Managed union contracts at all sites.
- Conducted a salary analysis for all entry-level positions, gain budget approval and implemented changes.

Human Resources Generalist:

Managed the HR function to include recruiting, benefits, employee relations, FMLA, EEO, payroll oversight, Workers Compensation, safety, coaching, policy development, training, leadership, and grievances.

- Developed the Wellness Program “Healthy Endeavors” for the organization in partnership with a colleague for an employee driven safety program.
- Revised full onboarding program from screening, testing, and orientation with interactive videos and branded campaign messages for all new team members.
- Implemented new programs and technologies (Kronos Absence Management software, Upgraded Card Access design and printing.)
- Revised job description templates with ADA regulations in compliance with DOL standards.

Education and Certifications

B.S. Marketing & Business Administration, minor in Psychology, UNC-Greensboro, Greensboro, NC.

Society of HR Management - Certified Professional, Society of Human Resource Management (SHRM)

PHR Certification, Human Resource Certification Institute (HRIC)

IPMA-Senior Certified Professional, *International Public Management Association (IPMA)*

Essentials of HR Management, Duke University Continuing Education, Duke University, NC

Of Note

- Graduate of Leadership Alamance and Member of Leadership Alamance Alumni Association and Steering Committee Member
- Selected among peers and leaders to participate in the inaugural limited leadership program with Sports Endeavors, Inc.
- Past President, Alamance County HR Association ♦ Current member of ACHRA Chapter ♦ Mebane Woman’s Club (Past President) & Mebane Business Association (Past President), Currently serving as a Board Member for Regional Workforce Partnership Board ♦ Past Vice-Chair, Children’s Museum of Alamance County. ♦ Past Board Member Alamance County Chamber of Commerce ♦ Cone Health Charitable Foundation Board Member
- One of the 2015 Business Journals’ 40 Under 40 Leaders recipient
- 2016 Elizabeth Clay Smith Humanitarian Award recipient
- Formed HR networking group with local HR professionals in Mebane, NC area.

City of Graham

Volunteer Board and Commission Application



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

Name *John Byrd*

Email Address *Jbmb1983@gmail.com*

Home Address *205 N. Main st #3*

Mailing Address *same*

City, State, Zip *Graham N.C. 27253*

City, State, Zip *11*

Home Phone *336-437-5856*

Alternate Phone *336-229-1002*

Do you live inside the city limits of Graham? Yes No

Are you applying for reappointment to a board of commission on which you are currently serving?

Yes No

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

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

- | | |
|--|---|
| <input type="checkbox"/> Alamance County Library Committee (2 years) | <input type="checkbox"/> Graham Sports Hall of Fame Committee (6 years) |
| <input type="checkbox"/> Alcohol Beverage Control (3 years) | <input type="checkbox"/> Historic Resources Commission (4 years) |
| <input checked="" type="checkbox"/> Appearance Commission (3 years) | <input type="checkbox"/> Planning Board/Board of Adjustment (3 years) |
| <input type="checkbox"/> Canine Review Board (3 years) | <input type="checkbox"/> Recreation Commission (3 years) |
| <input type="checkbox"/> Historical Museum Advisory Board (3 years) | <input type="checkbox"/> Tree Board (3 years) |
| <input type="checkbox"/> Graham Housing Authority (5 years) | |

Why do you wish to serve the City in this capacity? Describe the experience, skills, and abilities that you would contribute:

Ever since I was a little boy staying with my grandmother in the summers, I was hooked on plants and gardening. Making things beautiful has always made me happy. I have gotten with multiple businesses in downtown Graham to let me do pot/planters in front of their store fronts (hope to have more). I have been nominated 3 times and have received a beautification award once. I have never thought about being apart of the Appearance/Beautification Committee until a few people told me I should be a part of it. I'm not sure what all comes with being a part of this committee, but if I am able to help make Graham any more beautiful, I'm on for it.

Employment

Employer/Company Name *Soney Martin / Court Square Florist*

Address *22 N.W. Court Square*

City, State, Zip
Graham NC 27253

Job Title and Description of Responsibilities

Floral Designer

Civic Involvement

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

*I am not a member of any Civic or volunteer organization,
But I do volunteer my free time with trying to make Graham Beautiful.*

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

Applications will be kept on file for 3 years

RECEIVED
OCT 28 2019
CITY OF GRAHAM

City of Graham

Volunteer Board and Commission Application



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

Name *RONALD DEAN WHITTINGTON JR*

Email Address *RONALDW@MYWAPINTERCAREER.EDU*

Home Address *214 E HARDEN ST*

Mailing Address *214 E HARDEN ST*

City, State, Zip *GRAHAM, NC, 27253*

City, State, Zip *GRAHAM, NC, 27253*

Home Phone *336-634-0802*

Alternate Phone

Do you live inside the city limits of Graham? Yes No

Are you applying for reappointment to a board of commission on which you are currently serving?

Yes No

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

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

- | | |
|--|---|
| <input type="checkbox"/> Alamance County Library Committee (2 years) | <input type="checkbox"/> Graham Sports Hall of Fame Committee (6 years) |
| <input type="checkbox"/> Alcohol Beverage Control (3 years) | <input type="checkbox"/> Historic Resources Commission (4 years) |
| <input checked="" type="checkbox"/> Appearance Commission (3 years) | <input type="checkbox"/> Planning Board/Board of Adjustment (3 years) |
| <input type="checkbox"/> Canine Review Board (3 years) | <input type="checkbox"/> Recreation Commission (3 years) |
| <input type="checkbox"/> Historical Museum Advisory Board (3 years) | <input type="checkbox"/> Tree Board (3 years) |
| <input type="checkbox"/> Graham Housing Authority (5 years) | |

Why do you wish to serve the City in this capacity? Describe the experience, skills, and abilities that you would contribute:

I WISH TO SERVE THE CITY IN THIS CAPACITY BECAUSE ITS SOMETHING I BELIEVE DEEPLY IN, SINCE MOVING TO GRAHAM IN NOV. OF 2018 I HAVE BEEN TO EVERY EVENT POSSIBLE TO SUPPORT OUR TOWN. THE SKILLS I HAVE THAT WOULD CONTRIBUTE IS THAT SINCE MOVING TO GRAMAM I HAVE MADE THE RENTAL THAT I LIVE IN ONE OF THE MOST IMPROVED USING MY LANDSCAPING AND GENERAL MAINTENANCE. I AM WILLING TO HELP OUR COMMUNITY ANY WAY POSSIBLE. I WANT TO ASSIST IN HELPING IMPROVE GRAHAM SO IT TO STAY LIKE IT HAS DONE TO ME AND MY FAMILY.

Employment

Employer/Company Name

MY COMPUTER CAREER,

Address

3020 CARRINGTON MILL BLVD

City, State, Zip

MORRISVILLE, NC, 27560

Job Title and Description of Responsibilities

FINANCIAL AID COUNSELOR - MY JOB IS TO HELP STUDENTS THROUGH THE FINANCIAL AID PROCESS OF USING FEDERAL FUNDS TO GO TO OUR PROGRAM SO THEY CAN EARN CERTIFICATIONS IN I.T. I ALSO HELP VETERANS USE THEIR BENEFITS AT OUR SCHOOL TO COVER SOME IF NOT ALL OF THE COST AT OUR PROGRAM

Civic Involvement

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

DUE TO ONLY LIVING IN GRAHAM LESS THAN A YEAR I AM NOT A MEMBER OF ANY ORGANIZATIONS YET. BUT I HAVE PARTICIPATED IN AS MANY TOWN EVENTS AS POSSIBLE.

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

Applications will be kept on file for 3 years

RECEIVED
OCT 28 2019
CITY OF GRAHAM

City of Graham

Volunteer Board and Commission Application



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

Name Sarah Kathryn Barham

Email Address bksarah123@gmail.com

Home Address 112 Mallard Creek Drive

Mailing Address 112 Mallard Creek Drive

City, State, Zip Graham NC 27253

City, State, Zip Graham NC 27253

Home Phone 336.693.3168

Alternate Phone

Do you live inside the city limits of Graham? Yes No

Are you applying for reappointment to a board of commission on which you are currently serving?

Yes No

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

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

- | | |
|--|---|
| <input type="checkbox"/> Alamance County Library Committee (2 years) | <input type="checkbox"/> Graham Sports Hall of Fame Committee (6 years) |
| <input type="checkbox"/> Alcohol Beverage Control (3 years) | <input type="checkbox"/> Historic Resources Commission (4 years) |
| <input checked="" type="checkbox"/> Appearance Commission (3 years) | <input type="checkbox"/> Planning Board/Board of Adjustment (3 years) |
| <input type="checkbox"/> Canine Review Board (3 years) | <input type="checkbox"/> Recreation Commission (3 years) |
| <input type="checkbox"/> Historical Museum Advisory Board (3 years) | <input type="checkbox"/> Tree Board (3 years) |
| <input type="checkbox"/> Graham Housing Authority (5 years) | |

Why do you wish to serve the City in this capacity? Describe the experience, skills, and abilities that you would contribute:

I have lived in Alamance County my whole life and have lived in Graham for a little over 6 years now. I love this town. I want to get more involved in the city and do whatever I can to help improve the future of Graham and it's citizens. I went to East Carolina University where I gained a BFA in Photography and currently going after my Associates in Advertising and Graphic Design. I feel that my design abilities would be an asset to Graham and to the appearance commission.

RECEIVED

DEC 04 2019

CITY OF GRAHAM

Employment

Employer/Company Name Innovative Signs and Graphics

Address 1145 St. Marks Church Road

City, State, Zip Burlington NC 27215

Job Title and Description of Responsibilities

Graphic Designer. Develop design and production of high-quality digital print and graphic materials signage: From working with clients on the design and creative direction of their signs to printing and handling of the finished product.

Civic Involvement

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

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

Applications will be kept on file for 3 years

City of Graham

Volunteer Board and Commission Application



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

Name Stephanie Ruiz

Email Address Agc1008@gmail.com

Home Address 219 W. Harden St Apt 202

Mailing Address

City, State, Zip Graham, NC 27253

City, State, Zip

Home Phone 3365123030

Alternate Phone

Do you live inside the city limits of Graham? Yes No

Are you applying for reappointment to a board of commission on which you are currently serving?

Yes No

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

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

- | | |
|--|---|
| <input type="checkbox"/> Alamance County Library Committee (2 years) | <input type="checkbox"/> Graham Sports Hall of Fame Committee (6 years) |
| <input type="checkbox"/> Alcohol Beverage Control (3 years) | <input type="checkbox"/> Historic Resources Commission (4 years) |
| <input checked="" type="checkbox"/> Appearance Commission (3 years) | <input type="checkbox"/> Planning Board/Board of Adjustment (3 years) |
| <input type="checkbox"/> Canine Review Board (3 years) | <input type="checkbox"/> Recreation Commission (3 years) |
| <input type="checkbox"/> Historical Museum Advisory Board (3 years) | <input checked="" type="checkbox"/> Tree Board (3 years) |
| <input type="checkbox"/> Graham Housing Authority (5 years) | |

Why do you wish to serve the City in this capacity? Describe the experience, skills, and abilities that you would contribute:

I have lived in Burlington/Graham for about 17 years which has allowed me to see drastic changes. This past year, I made it a mission to network with people in downtown Burlington, help market new businesses, and support local artists. I was part of the 2019 Makers Faire, with my own booth and was able to inspire more than 80 kids, parents, and grandparents to create. I am dedicated to pave the way for younger generations who want their opinions and thoughts heard!

RECEIVED

JAN 07 2020

CITY OF GRAHAM

Employment

Employer/Company Name Blue Prestige Inc.

Address 100 N. Church St.

City, State, Zip Burlington, NC 27217

Job Title and Description of Responsibilities

Sales Administrator - I support the sales team by creating legal documents for our clients, schedule appointments, follow up on sales calls, and help make sales. I an an asset to the company by being versatile and knowledgeable in every department. I

Civic Involvement

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

Mo.Arts - Administrator
Mystic Book Club - Administrator
Misfit Studio - Brand Ambassador & Promoter
Tape Evolution - Creator

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

Applications will be kept on file for 3 years

City of Graham

Volunteer Board and Commission Application



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

Name Bobby Chin

Email Address b.chin.48@verizon.net

Home Address 2205 Waterside Circle, Apt 101

Mailing Address 2205 Waterside Circle, Apt 101

City, State, Zip Graham, NC 27253

City, State, Zip Graham, NC 27253

Home Phone 240-351-9026

Alternate Phone

Do you live inside the city limits of Graham? Yes No

Are you applying for reappointment to a board of commission on which you are currently serving?

Yes No

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

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

- | | |
|--|--|
| <input type="checkbox"/> Alamance County Library Committee (2 years) | <input type="checkbox"/> Graham Sports Hall of Fame Committee (6 years) |
| <input type="checkbox"/> Alcohol Beverage Control (3 years) | <input type="checkbox"/> Historic Resources Commission (4 years) |
| <input type="checkbox"/> Appearance Commission (3 years) | <input checked="" type="checkbox"/> Planning Board/Board of Adjustment (3 years) |
| <input type="checkbox"/> Canine Review Board (3 years) | <input type="checkbox"/> Recreation Commission (3 years) |
| <input checked="" type="checkbox"/> Historical Museum Advisory Board (3 years) | <input type="checkbox"/> Tree Board (3 years) |
| <input type="checkbox"/> Graham Housing Authority (5 years) | |

Why do you wish to serve the City in this capacity? Describe the experience, skills, and abilities that you would contribute:

As a commissioned officer in the US Army, was involved in developing operational plans for contingency operations; performed cost-benefit analysis for various programs; and provided transportation/traffic management support to contingency operations.

As a Senior Research Scientist/Logistician for Battelle Memorial Institute (a private nonprofit applied science and technology development company) performed various studies related to logistics and technology research for Federal agencies.

Employment

Employer/Company Name Retired from Battelle Memorial Institute

Address 505 King Avenue

City, State, Zip Columbus, OH

Job Title and Description of Responsibilities

Senior Research Scientist and Logistician

Civic Involvement

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

President/Vice President of Ridge Road Estates Home Owners Association (Springfield, VA)

President of Sydenstricker United Methodist Church Men's Group (Springfield, VA)

Lay Leader Sydenstricker United Methodist Church (Springfield, VA)

Lorton Community Action Center (Lorton, VA)

Rebuilding Together Alexandria-DC (Alexandria, VA)

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

Applications will be kept on file for 3 years

RECEIVED
NOV 07 2019
CITY OF GRAHAM

City of Graham

Volunteer Board and Commission Application



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

Name Bonnie L. Hutchinson

Email Address livingspace@mac.com

Home Address 213 N. Melville Street

Mailing Address same as home

City, State, Zip Graham , NC 27253

City, State, Zip

Home Phone 336-260-6863

Alternate Phone no

Do you live inside the city limits of Graham? Yes No

Are you applying for reappointment to a board of commission on which you are currently serving?

Yes No

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

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

- | | |
|--|---|
| <input type="checkbox"/> Alamance County Library Committee (2 years) | <input type="checkbox"/> Graham Sports Hall of Fame Committee (6 years) |
| <input type="checkbox"/> Alcohol Beverage Control (3 years) | <input type="checkbox"/> Historic Resources Commission (4 years) |
| <input type="checkbox"/> Appearance Commission (3 years) | <input type="checkbox"/> Planning Board/Board of Adjustment (3 years) |
| <input type="checkbox"/> Canine Review Board (3 years) | <input type="checkbox"/> Recreation Commission (3 years) |
| <input checked="" type="checkbox"/> Historical Museum Advisory Board (3 years) | <input type="checkbox"/> Tree Board (3 years) |
| <input type="checkbox"/> Graham Housing Authority (5 years) | |

Why do you wish to serve the City in this capacity? Describe the experience, skills, and abilities that you would contribute:

I would like to be a part of the Historical Museum Advisory Board because I have a sincere interest in sharing Graham's past with others. While my profession is in landscape design my undergraduate degree is in Ancient Greek art history. Skills relevant to the museum are organizing, writing descriptive entries for museum pieces, and visually arranging items in a collection. I also have experience conducting tours in a local botanical garden.

Employment

Employer/Company Name self-employed/Living Space Home & Garden

Address same

City, State, Zip

Job Title and Description of Responsibilities

Landscape designer

Civic Involvement

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

Member, Graham Tree Board

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

Applications will be kept on file for 3 years

RECEIVED
NOV 07 2019
CITY OF GRAHAM

City of Graham

Volunteer Board and Commission Application



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

Name Karen L. Chin

Email Address karenc930@gmail.com

Home Address 2205 Waterside Circle, Apt 101

Mailing Address 2205 Waterside Circle, Apt 101

City, State, Zip Graham, NC 27253

City, State, Zip Graham, NC 27253

Home Phone 571-235-8071

Alternate Phone 571-235-8071

Do you live inside the city limits of Graham? Yes No

Are you applying for reappointment to a board of commission on which you are currently serving?

Yes No

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

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

- | | |
|--|---|
| <input type="checkbox"/> Alamance County Library Committee (2 years) | <input type="checkbox"/> Graham Sports Hall of Fame Committee (6 years) |
| <input type="checkbox"/> Alcohol Beverage Control (3 years) | <input type="checkbox"/> Historic Resources Commission (4 years) |
| <input type="checkbox"/> Appearance Commission (3 years) | <input type="checkbox"/> Planning Board/Board of Adjustment (3 years) |
| <input type="checkbox"/> Canine Review Board (3 years) | <input type="checkbox"/> Recreation Commission (3 years) |
| <input checked="" type="checkbox"/> Historical Museum Advisory Board (3 years) | <input type="checkbox"/> Tree Board (3 years) |
| <input type="checkbox"/> Graham Housing Authority (5 years) | |

Why do you wish to serve the City in this capacity? Describe the experience, skills, and abilities that you would contribute:

As a new resident to the GRAHAM CITY area, I recognize the sense of community appreciation I have encountered by the actions and caring of current residents. I would like to help foster a continuation of this community resource and help increase that appreciation.

5 yrs experience as docent/exhibits support for Lucy Burns Museum, Workhouse Arts Center, Lorton, VA. Museum focus: Women's Right to Vote as women were incarcerated there when Center was DC Prison.

Employment

Employer/Company Name Retired Art Teacher, Army officer, Acquisitions and Logistics Planner/Support

Address

City, State, Zip

Job Title and Description of Responsibilities

Art Teacher: Columbus Ohio

Army Officer: Germany

Acquisitions Specialist: Alexandria, VA (Military Traffic Mgt Command/Surface Deployment Distribution Command)

Logistics: Defense Logistics Agency, Alexandria, VA

Civic Involvement

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

Currently member of the Alamance Artists Guild.

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

Applications will be kept on file for 3 years

RECEIVED
NOV 07 2019
CITY OF GRAHAM

City of Graham

Volunteer Board and Commission Application



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

Name L. Scott Pickard

Email Address pickard8507@gmail.com

Home Address 101 Southwood Court

Mailing Address 101 Southwood Court

City, State, Zip Graham, NC 27253

City, State, Zip Graham, NC 27253

Home Phone 336-675-0267

Alternate Phone 336-213-6770 (wife Laurie)

Do you live inside the city limits of Graham? Yes No

Are you applying for reappointment to a board or commission on which you are currently serving?

Yes No

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

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

- | | |
|--|--|
| <input type="checkbox"/> Alamance County Library Committee (2 years) | <input type="checkbox"/> Graham Sports Hall of Fame Committee (6 years) |
| <input type="checkbox"/> Alcohol Beverage Control (3 years) | <input checked="" type="checkbox"/> Historic Resources Commission (4 years) |
| <input type="checkbox"/> Appearance Commission (3 years) | <input checked="" type="checkbox"/> Planning Board/Board of Adjustment (3 years) |
| <input type="checkbox"/> Canine Review Board (3 years) | <input type="checkbox"/> Recreation Commission (3 years) |
| <input type="checkbox"/> Historical Museum Advisory Board (3 years) | <input type="checkbox"/> Tree Board (3 years) |
| <input type="checkbox"/> Graham Housing Authority (5 years) | |

Why do you wish to serve the City in this capacity? Describe the experience, skills, and abilities that you would contribute:

Retired from the City of Graham 3 years ago with 30 plus years of service. Charter member of City of Graham Technical Review Committee and served on the TRC committee from its inception until my retirement in 2016. Over 20 years experience on the City of Graham Technical Review Committee. I was Pretreatment Coordinator for about 24 years regulating industry and restaurants concerning their discharges into the City of Graham Collection System under the Federal Clean Water Act.

Employment

Employer/Company Name RETIRED

Address

City, State, Zip

Job Title and Description of Responsibilities

Civic Involvement

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

Elder at Graham Presbyterian Church serving as Chariman of the Harden Fund distributing over \$60,000 annually to various church needs and charities. I also serve as Treasurer of the Trustees for the Graham Presbyterian Church.

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

Applications will be kept on file for 3 years

RECEIVED
NOV 06 2019
CITY OF GRAHAM

City of Graham

Volunteer Board and Commission Application



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

Name Stephanie Ruiz

Email Address Agc1008@gmail.com

Home Address 219 W. Harden St Apt 202

Mailing Address

City, State, Zip Graham, NC 27253

City, State, Zip

Home Phone 3365123030

Alternate Phone

Do you live inside the city limits of Graham? Yes No

Are you applying for reappointment to a board of commission on which you are currently serving?

Yes No

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

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

- | | |
|--|--|
| <input type="checkbox"/> Alamance County Library Committee (2 years) | <input type="checkbox"/> Graham Sports Hall of Fame Committee (6 years) |
| <input type="checkbox"/> Alcohol Beverage Control (3 years) | <input checked="" type="checkbox"/> Historic Resources Commission (4 years) |
| <input checked="" type="checkbox"/> Appearance Commission (3 years) | <input type="checkbox"/> Planning Board/Board of Adjustment (3 years) |
| <input type="checkbox"/> Canine Review Board (3 years) | <input type="checkbox"/> Recreation Commission (3 years) |
| <input type="checkbox"/> Historical Museum Advisory Board (3 years) | <input checked="" type="checkbox"/> Tree Board (3 years) |
| <input type="checkbox"/> Graham Housing Authority (5 years) | |

Why do you wish to serve the City in this capacity? Describe the experience, skills, and abilities that you would contribute:

I have lived in Burlington/Graham for about 17 years which has allowed me to see drastic changes. This past year, I made it a mission to network with people in downtown Burlington, help market new businesses, and support local artists. I was part of the 2019 Makers Faire, with my own booth and was able to inspire more than 80 kids, parents, and grandparents to create. I am dedicated to pave the way for younger generations who want their opinions and thoughts heard!

RECEIVED

JAN 07 2020

CITY OF GRAHAM

Employment

Employer/Company Name Blue Prestige Inc.

Address 100 N. Church St.

City, State, Zip Burlington, NC 27217

Job Title and Description of Responsibilities

Sales Administrator - I support the sales team by creating legal documents for our clients, schedule appointments, follow up on sales calls, and help make sales. I an an asset to the company by being versatile and knowledgeable in every department. I

Civic Involvement

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

Mo. Arts - Administrator
Mystic Book Club - Administrator
Misfit Studio - Brand Ambassador & Promoter
Tape Evolution - Creator

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

Applications will be kept on file for 3 years

City of Graham

Volunteer Board and Commission Application



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

Name Alan Stacey

Email Address a_tstacey@earthlink.net

Home Address 512 Stokes Road

Mailing Address

City, State, Zip Graham, NC 27253

City, State, Zip

Home Phone (336) 227-0507

Alternate Phone (336) 263-5743

Do you live inside the city limits of Graham? Yes No

Are you applying for reappointment to a board of commission on which you are currently serving?

Yes No

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

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

- | | |
|--|---|
| <input type="checkbox"/> Alamance County Library Committee (2 years) | <input type="checkbox"/> Graham Sports Hall of Fame Committee (6 years) |
| <input type="checkbox"/> Alcohol Beverage Control (3 years) | <input type="checkbox"/> Historic Resources Commission (4 years) |
| <input type="checkbox"/> Appearance Commission (3 years) | <input type="checkbox"/> Planning Board/Board of Adjustment (3 years) |
| <input type="checkbox"/> Canine Review Board (3 years) | <input type="checkbox"/> Recreation Commission (3 years) |
| <input type="checkbox"/> Historical Museum Advisory Board (3 years) | <input type="checkbox"/> Tree Board (3 years) |
| <input type="checkbox"/> Graham Housing Authority (5 years) | <input checked="" type="checkbox"/> Firefighter's Relief Fund Board |

Why do you wish to serve the City in this capacity? Describe the experience, skills, and abilities that you would contribute:

Appointment to the Graham Fire Department Firefighter Relief Fund Board (City Council Appointee). I served the Graham Fire Department for 30 years (1974-2004) as a Lieutenant and department secretary. I am very familiar with the Relief Fund and how it operates.

Employment

Employer/Company Name Retired

Address

City, State, Zip

Job Title and Description of Responsibilities

Retired from Burlington Industries and International Paper

Civic Involvement

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

None

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

Applications will be kept on file for 3 years

RECEIVED
NOV 18 2019
CITY OF GRAHAM

City of Graham Volunteer Board and Commission Application



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

Name Amy Graus **Email Address** acwreliantamy@gmail.com

Home Address 204 Jefferson **Mailing Address**

City, State, Zip Graham NC 27253 **City, State, Zip**

Home Phone 937.703.2500 **Alternate Phone**

Do you live inside the city limits of Graham? Yes No

Are you applying for reappointment to a board of commission on which you are currently serving?

Yes No

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

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

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

Why do you wish to serve the City in this capacity? Describe the experience, skills, and abilities that you would contribute:

I'd like to serve my immediate community for which I live in. I enjoy recreation facilities and its function within a community. I would like to provide valuable feedback and be a voice for our community members.

RECEIVED
JAN 08 2020
CITY OF GRAHAM

Employment

Employer/Company Name Times News / Gannett / USA TODAY

Address 707 South Main Street

City, State, Zip Burlington, NC 27215

Job Title and Description of Responsibilities

Multi-Media Sales Executive - I'm responsible for working with local businesses to help foster growth, help with marketing capabilities and solutions that make sense for current and long-term objectives. We utilize print & digital solutions.

Civic Involvement

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

Chamber of Alamance County - Ambassador

Burlington Christian Church - I help facilitate a free karate instruction at our church every Tuesday evening from 6-7:30pm.

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

Applications will be kept on file for 3 years

City of Graham

Volunteer Board and Commission Application



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

Name Stephanie Ruiz

Email Address Agc1008@gmail.com

Home Address 219 W. Harden St Apt 202

Mailing Address

City, State, Zip Graham, NC 27253

City, State, Zip

Home Phone 3365123030

Alternate Phone

Do you live inside the city limits of Graham? Yes No

Are you applying for reappointment to a board of commission on which you are currently serving?

Yes No

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

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

- | | |
|--|---|
| <input type="checkbox"/> Alamance County Library Committee (2 years) | <input type="checkbox"/> Graham Sports Hall of Fame Committee (6 years) |
| <input type="checkbox"/> Alcohol Beverage Control (3 years) | <input type="checkbox"/> Historic Resources Commission (4 years) |
| <input checked="" type="checkbox"/> Appearance Commission (3 years) | <input type="checkbox"/> Planning Board/Board of Adjustment (3 years) |
| <input type="checkbox"/> Canine Review Board (3 years) | <input type="checkbox"/> Recreation Commission (3 years) |
| <input type="checkbox"/> Historical Museum Advisory Board (3 years) | <input checked="" type="checkbox"/> Tree Board (3 years) |
| <input type="checkbox"/> Graham Housing Authority (5 years) | |

Why do you wish to serve the City in this capacity? Describe the experience, skills, and abilities that you would contribute:

I have lived in Burlington/Graham for about 17 years which has allowed me to see drastic changes. This past year, I made it a mission to network with people in downtown Burlington, help market new businesses, and support local artists. I was part of the 2019 Makers Faire, with my own booth and was able to inspire more than 80 kids, parents, and grandparents to create. I am dedicated to pave the way for younger generations who want their opinions and thoughts heard!

RECEIVED

JAN 07 2020

CITY OF GRAHAM

Employment

Employer/Company Name Blue Prestige Inc.

Address 100 N. Church St.

City, State, Zip Burlington, NC 27217

Job Title and Description of Responsibilities

Sales Administrator - I support the sales team by creating legal documents for our clients, schedule appointments, follow up on sales calls, and help make sales. I am an asset to the company by being versatile and knowledgeable in every department. I

Civic Involvement

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

Mo.Arts - Administrator
Mystic Book Club - Administrator
Misfit Studio - Brand Ambassador & Promoter
Tape Evolution - Creator

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

Applications will be kept on file for 3 years

Memorandum

To: Graham City Council
cc: Frankie Maness
From: Darcy Sperry
Date: 1/14/2020
Re: Board Appointments



Below is the listing of City Council Member appointments to various entities.
 This meeting is an opportunity to discuss and/or make appointments.

<u>Board/Committee</u>	<u>Name</u>	<u>Term Expiration Date</u>
Alamance County Community Services Agency		City Council Term
Alamance County Economic Development Committee		City Council Term
Piedmont Triad Regional Council		City Council Term
Piedmont Triad Regional Council, Alternate		City Council Term
TAC		City Council Term
TAC, Alternate		City Council Term

<u>City of Graham Board/Commission</u>	<u>Name</u>	<u>Term Expiration Date</u>
Appearance Commission		December 2021
Audit Committee		December 2021
Historic Resources Commission		December 2021
Historical Museum Advisory Board		December 2021
Recreation Commission		December 2021
Tree Board		December 2021

STAFF REPORT

SUBJECT:	PROPOSED WATER TOWER IMAGE DESIGN
PREPARED BY:	AARON HOLLAND, ASSISTANT CITY MANAGER

REQUESTED ACTION:

Provide feedback for proposed water tower image design.

BACKGROUND/SUMMARY:

The City of Graham currently has a contract with Southern Corrosion, Inc. that includes annual maintenance of the water tower including the re-coating and painting of the tower approximately every 10 years. With the tower being a prominent, visible fixture within the city, staff views this as an opportunity to expound on the creativity of Graham. We currently have a block-letter representation of "GRAHAM" on the tower and are in discussion with Southern Corrosion, Inc. about the possibility of designs that showcase Graham in a more artistic manner.



The image representations attached illustrate what has been presented to Southern Corrosion, Inc. for consideration. The final product would be a variation/combination of what's presented pending allowance of space and font options. Work on the tower is anticipated to begin in February and staff is requesting input/feedback from Council prior to start of work.

FISCAL IMPACT:

Nominal. The funds needed for the proposed sign have already been approved in the current budget, although additional funds may be needed for certain color variations.

STAFF RECOMMENDATION:

N/A

SUGGESTED MOTION(S):

N/A

POSSIBLE DESIGN ELEMENTS:

