Graham City Council Virtual Meeting Agenda Tuesday, August 11, 2020 @ 6:00 P.M.



Meeting called to order by the Mayor Invocation

#### 1. Consent Agenda:

- a. Approve Minutes July 10, 2020 Special Session
- b. Approve Minutes July 14, 2020 Regular Session (Virtual)
- c. Approve Tax Releases
- d. Approve Resolution to Adopt the Eno-Haw Regional Hazard Mitigation Plan
- e. Approve Ordinance Rescinding Annexation Ordinance to Extend the Corporate Limits of City of Graham, North Carolina for 1455 East Harden Street (AN2003)
- f. Approve Professional Services Agreement with Hazen and Sawyer for engineering services for the improvements and expansion of the Graham Wastewater Treatment Plant
- g. Petition for Voluntary Non-Contiguous Annexation for 21.619 acres located on Sugar Ridge Road and Jimmie Kerr Road (GPIN 8884821071 & 8884825405) (AN2004):
  - i. Approve Resolution Requesting City Clerk to Investigate Sufficiency
  - ii. Approve Resolution Fixing Date of Public Hearing on Question of Annexation
- h. Petition for Voluntary Contiguous Annexation for 6.37 acres located at 1455 East Harden Street (GPIN 8893072659) (AN2003):
  - i. Approve Resolution Requesting City Clerk to Investigate Sufficiency
  - ii. Approve Resolution Fixing Date of Public Hearing on Question of Annexation
- i. Petition for Voluntary Non-Contiguous Annexation for 77 acres located on Jim Minor Road (GPIN 8893856817 & 8893762882) (AN2002):
  - i. Approve Resolution Requesting City Clerk to Investigate Sufficiency
  - ii. Approve Resolution Fixing Date of Public Hearing on Question of Annexation

#### 2. Old Business:

- a. <u>Public Hearing</u>: Riley's Meadow (CR2002). Application by Tony Tate for initiation of zoning for 77 acres off Jim Minor Road (GPIN 8893762882 and 8893856817)
- b. S2002 Riley's Meadow. Application by Tony Tate for subdivision for 77 acres off Jim Minor Road (GPIN 8893762882 and 8893856817)

#### 3. Public Hearing: Project Sort

a. Approve Incentive Agreement for Project Sort with United Parcel Service, Inc. and authorize the Mayor, City Manager, City Attorney, City Clerk and Finance Officer to execute the agreement of behalf of the City

#### 4. Boards & Commissions Appointments:

a.	Appearance Commission	1 Vacancy	Term Expires 2021
	Carmen Larimore	Kait Moore	
	Renee Russell		
b.	Historical Museum Advisory Board	1 Vacancy	Term Expires 2023
	(3 Vacancies)	1 Vacancy	Term Expires 2022
		1 Vacancy	Term Expires 2021
	Jeanette Beaudry	Jennifer Brito	
	Carmen Larimore	Beverly Scurry	
	Chuck Talley		
C.	Recreation Commission	1 Vacancy	Term Expires 2023
	Kait Moore	Pat Moser	
d.	Tree Board	1 Vacancy	Term Expires 2023
	Judy Hall		

#### 5. ALCOVETS Street Closure Request:

- a. Approve Request from Jennifer Talley and Richard Shevlin on behalf of ALCOVETS to close the 100 Block of East Elm Street from 5:00pm on September 10, 2020 to 5:00pm on September 13, 2020 for the 2020 DockDogs Event
- 6. Issues Not on Tonight's Agenda (Public Comment Period)

#### **August 11, 2020 Zoom Meeting Information:**

https://us02web.zoom.us/j/84766246610?pwd=WURXVkhDK01nQzlJWHFMWEhmenFPZz09

Passcode: 484257 Or iPhone one-tap:

US: +13126266799,,84766246610# or +16465588656,,84766246610#

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782

Webinar ID: 847 6624 6610

International numbers available: <a href="https://us02web.zoom.us/u/kdiosvdWFn">https://us02web.zoom.us/u/kdiosvdWFn</a>

#### CITY OF GRAHAM SPECIAL SESSION FRIDAY, JULY 10, 2020 3:00 P.M.

The City Council of the City of Graham met in special session at 3:00 p.m. on Friday, July 10, 2020, in the Council Chambers of the Municipal Building located at 201 South Main Street.

Council Members Present:	Staff Present:
Mayor Jerry Peterman	Frankie Maness, City Manager
Mayor Pro Tem Chip Turner	Aaron Holland, Assistant City Manager
Council Member Melody Wiggins	Darcy Sperry, City Clerk
Council Member Jennifer Talley	Bob Ward, City Attorney
Council Member Ricky Hall	Bryan Coleman, City Attorney

Mayor Jerry Peterman called the meeting to order and presided at 3:00 p.m.

Mayor Peterman explained the reason for this meeting was to hire the law firm of Michael Best. City Manager Frankie Maness asked Council to authorize him to execute the engagement letter on behalf of the City.

Mayor Peterman made a motion to authorize the engagement of Michael Best as our City Attorney and authorize the City Manager to take care of that. Mayor Pro Tem Chip Turner seconded the motion and all voted in favor of the motion.

At 3:01 p.m., Mayor Pro Tem Turner made a motion to adjourn, seconded by Council Member Melody Wiggins. All voted in favor of the motion.

Darcy Sperry, City Clerk	

#### CITY OF GRAHAM VIRTUAL SESSION TUESDAY, JULY 14, 2020 6:00 P.M.

The City Council of the City of Graham met in virtual session at 6:00 p.m. on Tuesday, July 14, 2020, via livestreaming media.

Council Members Present:	Staff Present:
Mayor Jerry Peterman	Frankie Maness, City Manager
Mayor Pro Tem Chip Turner	Aaron Holland, Assistant City Manager
Council Member Melody Wiggins	Darcy Sperry, City Clerk
Council Member Jennifer Talley	Bryan Coleman, City Attorney
Council Member Ricky Hall	Nathan Page, Planning Director
	Mary Faucette, Downtown Development Coordinator
	Jeff Wilson, IT Systems Manager

Mayor Jerry Peterman called the meeting to order and presided at 6:02 p.m. Mayor Peterman gave the invocation and everyone stood to recite the Pledge of Allegiance.

#### **Consent Agenda:**

- a. Approve Minutes June 9, 2020 Regular Session (Virtual)
- b. Approve Minutes July 8, 2020 Special Session
- c. Approve Tax Collector's Year End Report
- d. Approve 2019 Outstanding Tax Listing
- e. Approve Resolution Authorizing Conveyance of 2005 Chevy Impala and 2008 Crown Victoria to Alamance Community College Pursuant to G.S. 160A-274

## RESOLUTION AUTHORIZING CONVEYANCE OF A 2005 CHEVY IMPALA AND 2008 FORD CROWN VICTORIA TO ALAMANCE COMMUNITY COLLEGE PURSUANT TO G.S. 160A-274

WHEREAS, the City of Graham owns a 2005 Chevy Impala, Inventory #139, VIN# 2G1WF52K95978439 and a 2008 Ford Crown Victoria, Inventory #175, VIN# 2FAFP71V58X157700; and

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

WHEREAS, the City of Graham has determined that it is in the best interest of the City to convey the 2005 Chevy Impala and 2008 Ford Crown Victoria to Alamance Community College, and deems it wise to do so for no consideration.

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

- The City of Graham hereby conveys to Alamance Community College the following property:
  - 2005 Chevy Impala, Inventory #139, VIN# 2G1WF52K95978439; and
  - 2008 Ford Crown Victoria, Inventory #175, VIN# 2FAFP71V58X157700.
- 2. The property herein described shall be conveyed for no consideration.
- 3. The City Manager, Finance Officer and City Clerk are authorized to execute all documents necessary to convey the property in the manner authorized by this Resolution.

Adopted this 14th day of July 2020.

f. Approve Ordinance of the City Council of the City of Graham, Repealing Article VI. Parade or Demonstration Permit of the Code of Ordinances of the City of Graham, North
Carolina

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAHAM, REPEALING ARTICLE VI.
- PARADE OR DEMONSTRATION PERMIT OF THE CODE OF ORDINANCES OF THE CITY OF GRAHAM, NORTH CAROLINA

The City Council of the City of Graham, North Carolina, does ORDAIN:

Sec. 1. That ARTICLE VI. - PARADE OR DEMONSTRATION PERMIT of the Code of Ordinances, City of Graham, North Carolina, is hereby repealed.

Sec. 2. That this Ordinance shall be in full force and effect from and after its passage.

This the 14 day of July, 2020.

Mayor Pro Tem Chip Turner made a motion to approve the Consent Agenda, seconded by Council Member Jennifer Talley. Mayor Peterman polled the Council Members and all voted in favor of the motion.

#### **Old Business:**

- a. <u>Public Hearing</u>: Voluntary Non-Contiguous Annexation for 77 acres located on Jim Minor Road (GPIN 8893856817 & 8893762882) (AN2002):
  - i. Approve Annexation Ordinance

#### Recommendations from Planning Board:

- a. <u>Public Hearing</u>: Riley's Meadow (CR2002). Application by Tony Tate for initiation of zoning for 77 acres off Jim Minor Road (GPIN 8893762882 and 8893856817)
- b. S2002 Riley's Meadow. Application by Tony Tate for subdivision for 77 acres off Jim Minor Road (GPIN 8893762882 and 8893856817)

Assistant City Manager Aaron Holland explained this is a voluntary request to extend the corporate limits for two lots, approximately 77 acres off Jim Minor Road. He added that because the Planning Board had tabled the rezoning and subdivision request for this property, staff recommended the public hearings for this item, along with items "a" and "b" (of the Recommendations from Planning Board) be tabled until the August 11, 2020 meeting.

Council Member Talley asked City Attorney Bryan Coleman about the sufficiency of this item. Mr. Coleman stated that the sufficiency notice had been done. With no further questions forthcoming, Mayor Peterman made a motion to postpone this item, as well as items "a" and "b" (of the Recommendations from Planning Board) to the August 11, 2020 meeting. Council Member Melody Wiggins seconded the motion. Mayor Peterman polled the Council Members and all voted in favor of the motion.

- b. <u>Public Hearing</u>: Voluntary Contiguous Annexation for 6.37 acres located at 1455 East Harden Street (GPIN 8893072659) (AN2003):
  - i. Approve Annexation Ordinance

Mr. Holland explained this request seeks the Council's approval for an extension of the corporate limits to include the subject property. The area being considered for annexation is 1455 East Harden Street. He reminded Council that the annexation process has multiple steps and following a Public Hearing, approval of an Annexation Ordinance is the final step for Council in the annexation process. Mr. Holland advised that the fiscal impact to the City is expected to be negligible, water lines are available at the property, the City provides trash service in the vicinity, and staff recommends approval.

With no questions from Council Members forthcoming, Mayor Peterman opened the Public Hearing.

The following individual addressed Council Members via the livestream:

Carey Griffin – 1745 North NC Highway 49 Burlington

With no further comments forthcoming, Mayor Peterman closed the Public Hearing.

Council Member Wiggins made a motion to approve the Annexation Ordinance to Extend the Corporate limits of the City of Graham, North Carolina, for 1455 East Harden Street, seconded by Council Member Ricky Hall. Mayor Peterman polled the Council Members and all voted in favor of the motion.

#### ANNEXATION ORDINANCE

TO EXTEND THE CORPORATE LIMITS

OF THE

CITY OF GRAHAM, NORTH CAROLINA
FOR 1455 E HARDEN STREET (AN2003)

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

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

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at City Hall, 201 South Main Street, Graham at 6:00 P.M. on June 14, 2020, after due notice by publication by June 25, 2020; and

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

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

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Graham as of July 31, 2020:

A certain tract or parcel of land situated in Graham Township, Alamance County, North Carolina, adjoining the lands of NC Highway 54 (E. Harden Street), City of Graham and Michael P Hodges and wife Brenda B. Hodges and being more particularly described as follows:

Beginning at an existing iron pin in the southern margin of the 120 feet right of way of NC Highway 54 (E. Harden Street) and in the western line of the City of Graham; running thence along and continuous with the existing corporate limits line of the City of Graham S 5° 49° 00° W 178.23 feet to an existing iron pin, corner with the City of Graham; running again along and continuous with the northern corporate limits line of the City of Graham, N 88° 27° 00° W 551.88 feet to an existing iron corner pin in the property line of the City of Graham, continuing with the City of Graham N 87° 42° 00° W 401.42 feet to an existing iron pin in the property line of the City of Graham, continuing with the City of Graham N 87° 42° 00° W 223.70 feet to an existing iron pin in the property line of the City of Graham, continuing with the City of Graham and the eastern boundary of Michael P Hodges and wife Brenda B Hodges, N 67° 30° 31° E 827.12 feet to an existing iron pin, continuing again with Hodges, N 83° 53° 02° E 35.15 feet to an existing iron pin, corner of Hodges, continuing again with Hodges N 60° 22° 57° E 170.18 feet to an existing iron pin corner with Hodges in the southern margin of the 120 feet right of way of NC Highway 54(E. Harden Street); thence along the southern margin of the 120 feet right of way of NC Highway 54(E. Harden Street); S 42° 41° 58° E 12.00 feet to an existing iron pin; running thence again with the southern margin of the 120 foot right of way of NC Highway 54(E. Harden Street), S 42° 48° 33° E 351.87 feet to the point of beginning and containing 6.37 acres ± (0.0099 square miles) and being an extension of the City of Graham Corporate Limits.

The foregoing description was taken from a map prepared by Boswell Surveyors, Inc. dated 5/21/2020 entitled Final Plat, Voluntary Satellite Annexation Corporate Limits Extension City of Graham.

Section 2. Upon and after June 30, 2020, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Graham and shall be entitled to the same privileges and benefits as other parts of the City of Graham. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Adopted this, the 14th day of July, 2020.

With no further questions forthcoming, Mayor Peterman closed the Public Hearing and asked for a second on the motion by Council Member Wiggins. Council Member Ricky Hall seconded the motion and all voted in favor of the motion.

#### Recommendations from Planning Board:

c. <u>Public Hearing</u>: Jimmie Kerr B-2 (RZ2003). Application by Kansith Sorsengihn for rezoning from I-1 to B-2 for 7.55 (+/-) acres off Jimmie Kerr Road (GPIN 8894522701)

Planning Director Nathan Page explained this is a request to rezone the subject property from Light Industrial to General Business and this lot has been vacant for some time. Mr. Page added the rezoning request is to develop for the purpose of building a single family dwelling as a primary residence as well as a retail nursery.

Following Council Member Talley's request to have Mr. Page restate the reason for this rezoning, Mayor Peterman opened the Public Hearing.

The following individual addressed this agenda item with Council Members via the livestream:

Benton Neese – 1470 Country Meadows Lane Kernersville

The following individual addressed Council Members via the livestream:

Ed Freshwater Carey Griffin – 313 Providence Road Graham	
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With no further comments forthcoming, Mayor Peterman closed the Public Hearing. Following a brief discussion between Council Members and staff, Council Member Wiggins made a motion that this application be approved, the application is consistent with The Graham 2035 Comprehensive Plan and that this action is reasonable and in the public interest for the following reason: In keeping with Policy 2.2.1, and 2.2.3, rezoning the subject property would permit development more fitting of the Educational District. Council Member Hall seconded the motion. Mayor Peterman polled the Council Members and all voted in favor of the motion.

d. <u>Public Hearing</u>: Rogers R-9 (RZ2004). Application by Scott Wallace, Keystone Group for rezoning from R-18 to R-9 for approximately 35 acres on Darrell Drive and Council Road (GPIN 8873608974)

Mr. Page explained this is a request to rezone the subject property from R-18 to R-9. He added that the property is currently wooded. Additionally, this property was crossed by the proposed Southern Loop, which has subsequently been removed. Mr. Page advised that the stated reason for this request is to build a residential subdivision. No sketch plans have been submitted for the subdivision at this time.

Council Member Hall informed Council that he lives within a quarter mile of this property. By consensus, Council determined that Council Member Hall did not have to be recused.

Council Member Talley expressed concern that this property is surrounded by R-12 zoned properties. With no further discussion forthcoming, Mayor Peterman opened the Public Hearing.

Keystone Group president Scott Wallace of 3708 Alliance Drive Greensboro joined the meeting via the livestream.

Mr. Wallace answered questions from Council Members about entrances to the property, traffic concerns, and topography of the property. Additionally, he addressed concerns about the proposed zoning.

The following individuals addressed this agenda item with Council Members via the livestream:

	Travis Laughlin – 2205 North NC Hwy 87 Graham
Bobby Minor – 315 Old Farm Drive Graham	Patty Allen – 265 West Shannon Drive Graham

City Clerk Darcy Sperry read a public comment received via email for this agenda item:

Margarette Sheppard – 2374 Willowview Drive Graham

Mayor Peterman closed the Public Hearing. Following a brief discussion between Mr. Wallace, Council Members and staff, Mr. Wallace advised that he would be open to the R-12 zoning designation. Mayor Peterman made a motion that the application be approved as R-12 zoning, the application is consistent with The Graham 2035 Comprehensive Plan and that this action is reasonable and in the public interest for the following reasons: Rezoning the property would be in consistence with the Suburban Residential type and furthers policy 3.3.2, and strategy 4.3.1, as put forth by the Graham 2035 Comprehensive Plan. Council Member Wiggins seconded the motion. Mayor Peterman polled the Council Members and all voted in favor of the motion.

## e. <u>Public Hearing</u>: Service Road Light Industrial (RZ2005). Application by Phil Martin for rezoning from I-2 to I-1 for 5.5 acres (+/-) on East Interstate Service Road (GPIN 8884402904)

Mr. Page explained this is a request to rezone the subject property from Heavy Industrial to Light Industrial. He added that this lot has been vacant for some time and the rezoning request is to reduce the building setback requirements.

With no questions forthcoming, Mayor Peterman opened the Public Hearing.

The following individual addressed this agenda item with Council Members via the livestream:

Chad Huffine – 505 East Davis Street Burlington

With no further comments forthcoming, Mayor Peterman closed the Public Hearing.

Council Member Wiggins made a motion that the application be approved, the application is consistent with The Graham 2035 Comprehensive Plan and that this action is reasonable and in the public interest for the following reasons: In keeping with Policy 2.1.5, and 2.4.2, rezoning the subject property would permit a larger building footprint upon the lot. Council Member Hall seconded the motion. Mayor Peterman polled the Council Members and all voted in favor of the motion.

## f. <u>Public Hearing</u>: Hanson and Palmer R-9 (RZ2006). Application by Martin Shoffner for rezoning from R-12 to R-9 of 71 acres (+/-) off Hanson and Palmer Drive (GPIN 8883100157 and 8883000530)

Mr. Page explained this is a request to rezone the subject property from R-12 to R-9. He added that the property is currently vacant, wooded, and under cultivation. Mr. Page informed Council Members that the property was crossed by the proposed Southern Loop, which has subsequently been removed. Additionally, the stated reason for this request is to build a subdivision of approximately a maximum of 158 single-family residential lots with a density of 2.6 dwelling units per acre, with 15.1 acres of open space.

Following a discussion by Council Members and staff including the Planning Board's action in this matter, density of neighboring properties, and the open space provision for an R-12 subdivision, Mayor Peterman opened the Public Hearing.

Mr. Martin Shoffner of 611 Westridge Drive Burlington joined the meeting via the livestream. Mr. Shoffner provided Council with a background of the property and spoke about the development that has already taken place on property in the area, leaving this piece of property still to be developed. He spoke about prior development leaving three street stubs into this property for future development. He pointed out that adjacent property is zoned R-9, medium density housing meets the requirements contained in The Graham 2035 Comprehensive Plan, water and sewer is available, and the increase in tax base for the City. Mr. Shoffner stated he is currently working with NCDOT about getting additional traffic lights, speed reduced on Rogers Road, and a lighted walkway from the City's park to the creek. Mr. Shoffner also spoke about how he would like to get an ADA approved parking pad with a walkway allowing for those who cannot walk, to be able to roll down to the creek to see the beauty that is there. Council Member Wiggins told Mr. Shoffner she appreciates his awareness to protect the river. Council Member Talley expressed concern with the R-9 zoning request, and asked Mr. Shoffner about developing the property with the open space allowance that the current R-12 zoning affords. Mr. Shoffner stated that by his calculations, R-9 would allow for 142 lots and the current R-12 with the open space provision would allow for 112 lots. Council Member Talley referred to the The Graham 2035 Comprehensive Plan calling for predominately single-family detached homes in suburban residential. She expressed concern with existing roads not being developed to handle the additional traffic and encouraged Mr. Shoffner to develop this property as R-12, its current designation. With no further comments forthcoming, Mayor Peterman opened the Public Hearing.

Mayor Peterman read a letter received from William and Charlet Buckmaster. Ms. Sperry informed Council Members that she had also received two emails from Mr. Buckmaster. Mayor Peterman decided that Mr. Buckmaster could verbally address Council, as it was pointed out that Mr. Buckmaster was one of the individuals waiting to speak to Council during this Public Hearing.

The following individuals addressed this agenda item with Council Members via the livestream:

William Buckmaster-624 Whisper Ridge Dr.	Larry Durham-1904 Palmer Dr. Graham
Graham	
Steve Van Pelt-580 Grandview Dr. Graham	Jeanette Beauclair-616 Whisper Ridge Dr.
	Graham

Charlie Smith-616 Whisper Ridge Dr. Graham	Angela Parsons-506 Wildwood Ln. Graham
Patty Allen	Cynthia Thompson-1904 Palmer Dr. Graham
Lajune Moore-525 Wildwood Ln. Graham	Joann Henry-504 Grandview Dr. Graham
Paul Smart-556 Little Creek Dr. Graham	Carey Griffin-313 Providence Rd. Graham
Vance Evans-810 Spring Meadow Dr. Graham	

Mayor Peterman summarized concerns on a protest petition signed by 187 residents Council Members received via email prior to tonight's meeting. Ms. Sperry read an email submitted by Mr. Scott Smith of 671 Whisper Ridge Drive Graham.

Mr. Shoffner addressed some of the concerns expressed by those who spoke. He informed Council Members that it is his intent to develop this property himself. He expressed concern with whatever he does do with this property, residents will not be happy. Mr. Shoffner stated he would like to get approval for R-9, giving him flexibility. He admitted that Graham is changing and needs to adapt, and asked Council for a favorable approval. With no further comments forthcoming, Mayor Peterman closed the Public Hearing.

Council Member Talley asked Mr. Page what the smallest front line lots on the proposed development and if he had plans with lot dimensions. Mr. Page advised those would be required as part of a subdivision review and he has not reviewed the sketch plan included in the agenda packet. Council Member Talley expressed concern with doing something like this during the pandemic and Council should err on the side of caution in a situation like this. She once again expressed concern with traffic and referred to The 2035 Plan's call for predominately detached single-family homes in this area. She stated that these neighborhoods have to be designed to maintain single-family character neighborhoods. Council Member Talley referred to the need for new neighborhoods to have pocket parks and parks located in the center of the neighborhood, and a pedestrian friendly design. She stated that she feels this proposed density is not consistent with surrounding properties and referenced strategy 6.1.2 – low impact development. Council Member Talley also expressed concern with the clearing of the tree farm that is currently on this property. Mayor Pro Tem Turner expressed concern for the amount of density and traffic that would be brought to this area. Council Member Hall advised that he is opposed to this request, stating that the amount of density would be overwhelming to the network of roads in this area.

Following a brief discussion between Mayor Peterman and Mr. Page about options available to the developer should Council not provide a favorable motion, Council Member Talley made a motion that the application be denied, the application is not fully consistent with The Graham 2035 Comprehensive Plan and this action is reasonable and in the public interest for the following reasons: In this plan I reference that we are supposed to be developing neighborhoods designed to maintain single family character.

Also, refer to Strategy 6.1.2 Low Impact Development; promote the use of low impact development techniques to mitigate the impacts of stormwater runoff. Such techniques should include the use of several things including reducing impermeable surfaces and restricting unnecessary grading and clearing of natural vegetation. There would be a ton of grading needed to develop this project. Its 70 acres in the size that it has. There is the use of no parks in the center of the new neighborhood.

Concerns about additional traffic through existing neighborhoods and neighborhoods that are coming, that have already been approved. Council Member Hall seconded the motion. Mayor Peterman polled the Council Members. Ayes: Council Member Talley, Council Member Hall, Mayor Pro Tem Turner and Mayor Peterman. Nays: Council Member Wiggins. Motion carried 4:1.

At 8:45 p.m., Mayor Peterman called for a 15-minute recess. At 9:00 p.m., Mayor Peterman reconvened the virtual meeting.

#### **Boards & Commissions Appointments:**

Mayor Peterman read a letter he received from Larry Brooks, Executive Director of the Alamance Municipal ABC Board encouraging Council to reappoint Robert Sykes to the board.

Council Member Talley expressed concern with the application process currently in place and asked Mayor Peterman to consider appointments to the Planning Board/Board of Adjustment, Historic Resources Commission and the Appearance Commission at this meeting. She asked that the other appointments be made next month, allowing for those who are not chosen for one of these three boards the opportunity to apply for the others. Mayor Peterman stated he would like to make all appointments at this meeting and directed the City Clerk to reach out to all applicants tomorrow with a list of vacancies. Council Member Wiggins and Mayor Pro Tem Turner agreed with Mayor Peterman while Council Member Hall stated he was neutral.

#### ABC Board - 3-year term

Mayor Pro Tem Turner made a motion to reappoint Robert Sykes to the ABC Board, seconded by Council Member Hall. All voted in favor of the motion. Mayor Peterman polled the Council Members and all voted in favor of the motion.

#### Appearance Commission – 3-year term

The following individuals addressed Council Members via the livestream:

Sarah Barham-112 Mallard Creek Dr. Graham	Judy Hall

Council Member Talley made a motion to appoint Judy Hall and Cheryl Ray to the Appearance Commission, seconded by Council Member Hall. Mayor Peterman polled the Council Members. Ayes: Council Member Talley, Council Member Hall and Mayor Pro Tem Turner. Nays: Mayor Peterman and Council Member Wiggins. Motion carried: 3:2.

#### Canine Review Board – 3-year term

Mayor Peterman made a motion to reappoint Daphne Younger to the Canine Review Board, seconded by Council Member Hall. Mayor Peterman polled the Council Members and all voted in favor of the motion.

#### Historical Museum Advisory Board – 3-year term

Council Member Talley made a motion to reappoint Elaine Murrin to the Historical Museum Advisory Board, seconded by Council Member Hall. Mayor Peterman polled the Council Members and all voted in favor of the motion.

#### Historic Resources Commission – 4-year term

The following individuals addressed Council Members via the livestream:

Jennifer Brito	Matthew Haley-2545 Covington Loop Graham
Elaine Murrin	Travis Laughlin

Council Member Talley made a motion to appoint Karen Chin and Paul Tucker to the Historic Resources Commission, seconded by Council Member Hall. Mayor Peterman polled the Council Members. Ayes: Council Member Talley and Council Member Hall. Nays: Mayor Peterman, Mayor Pro Tem Turner and Council Member Wiggins. Motion failed: 3:2.

Council Member Wiggins made a motion to appoint Karen Chin and reappoint Carla Smith to the Historic Resources Commission, seconded by Mayor Pro Tem Turner. Mayor Peterman polled the Council Members and all voted in favor of the motion.

#### Housing Authority – 5 year term

Council Member Hall made a motion to reappoint Suzanne Moser to the Housing Authority, seconded by Council Member Wiggins. Mayor Peterman polled the Council Members and all voted in favor of the motion.

#### Planning Board/Board of Adjustment – (2) 3-year terms, (1) 2-year term

The following individuals addressed Council Members via the livestream:

Beverly Scurry	Tony Bailey-1139 Challenge Dr. Graham
Mtende Roll-414 S. Maple St. Graham	Eric Crissman-208 Albright Ave. Graham
Bobby Minor-315 Old Farm Dr. Graham	Elaine Murrin

Mayor Peterman made a motion to reappoint Eric Crissman – term to expire June 2023, and appoint Bobby Chin – term to expire June 2023 and Beverly Scurry – term to expire June 2022 to the Planning Board/Board of Adjustment, seconded by Council Member Wiggins. Mayor Peterman polled the Council Members. Ayes: Mayor Peterman and Council Member Wiggins. Nays: Mayor Pro Tem Turner, Council Member Talley and Council Member Hall. Motion failed: 3:2.

Council Member Talley made a motion to appoint Tony Bailey, Bobby Chin and Bobby Minor to the Planning Board/Board of Adjustment, seconded by Council Member Hall. Mayor Peterman polled the Council Members. Ayes: Council Member Talley and Council Member Hall. Nays: Mayor Peterman, Mayor Pro Tem Turner and Council Member Wiggins. Motion failed: 3:2.

Mayor Pro Tem Turner made a motion to appoint Bobby Chin – term to expire June 2023 and Tony Bailey – term to expire June 2022 and reappoint Eric Crissman – term to expire June 2023 to the Planning Board/Board of Adjustment, seconded by Mayor Peterman. Mayor Peterman polled the Council Members and all voted in favor of the motion.

#### Recreation Commission – 3-year term

Mayor Peterman made a motion to reappoint Brian Cutlip and Kent Davis to the Recreation Commission, seconded by Mayor Pro Tem Turner. Mayor Peterman polled the Council Members and all voted in favor of the motion.

#### Tree Board – 3-year term

Mayor Peterman made a motion to reappoint Bonnie Hutchinson to the Tree Board, seconded by Mayor Pro Tem Turner. Mayor Peterman polled the Council Members and all voted in favor of the motion.

#### <u>Issues Not on Tonight's Agenda (Public Comment Period):</u>

Planning Board Chair Dean Ward of 1143 Challenge Drive Graham joined the livestream and asked Mayor Peterman to consider allowing the next Planning Board meeting to be held in person versus a virtual meeting. Mayor Peterman advised that we would look into it.

Mayor Peterman advised that at this time, the Council will not speak about or make any statements regarding the NAACP vs. Jerry Peterman, et al., civil action 1:20-CV-613 in Federal Middle District Court in Greensboro.

Ms. Sperry read a public comment received via email from Elizabeth McCue, which addressed making the County more pedestrian and bike friendly, as well as, the confederate monument. Additionally, Ms. Sperry read a public comment received via email from Casey Eggleston, which addressed the removal of the bell knocker in Court Square. Mayor Peterman addressed the removal of the bell knocker by informing everyone that the bell is on loan and does not belong to the City of Graham. He asked for it to be removed to prevent further damage. Ms. Sperry read two public comments received via email from Von Johnson of 225 West Harden Street Graham addressing the confederate monument and the ethnic make-up of the Graham Police Department. Mayor Peterman asked staff to email Mr. Johnson and advise him that he could call the Graham Police Department for that information.

Patty Allen joined the livestream and asked that the instructions for public comment on the Public Notice for Virtual meeting be made clearer.

The following individuals addressed the confederate monument, conduct of Council Members, protests and/or public safety in the City of Graham via the livestream:

Carey Griffin-313 Providence Rd. Graham	Addison Teachey-736 Banks St. Graham
Stephanie Ruiz	S. Blackwell-112 E. Gilbreath St. Graham
Dionne Liles-12 NE Ct. Sq. Graham	Von Johnson
Joshua Fitzgerald-3145 Midway Church Rd Elon	Krystal Ortiz

Casey Eggleston	Nathan Griffin	
Colleen Leonard		

Council Member Talley expressed concern with allegations made by some of the callers.

Mr. Page reminded Council Members that approximately 18 months ago, Council requested on behalf of Alamance Community College that staff reach out to NCDOT and ask that the speed limit on Jimmie Kerr Road be lowered. Mr. Page advised that NCDOT has responded and that the existing 45 mph is appropriate for the road conditions. By consensus, Council Members asked staff to present Council with a formal recommendation for Council to consider at next month's meeting.

Mr. Maness responded to the earlier request for demographics within the Graham Police Department. He stated 16.6% of total sworn staff are African-American or Hispanic. He added that 16.6% of sworn staff are female.

Council Member Talley encouraged everyone to come to downtown Graham and hopes that we can have events soon.

Mayor Peterman reminded everyone of Graham Fire Department part-time firefighter Jimmy Lambert's funeral arrangements.

At 10:38 p.m., Mayor Pro Tem 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

AUGUS	ST			
ACCT#	YEAR	NAME	REASON FOR RELEASE	AMOUNT RELEASED
182237	2020	EXECUTIVE SECRETARIAL SVCS	MOVED TO BURLINGTON	10.46
353742	2020	HARPER, SAMULE MARTIN	ADJUSTED VALUE OF BOAT	46.00
619924	2020	BLACKWELL, DAMIAN AVERY	SOLD JET SKI IN 2019	3.91
661071	2020	SHORT, JOHNNY LEE REVOC TRUST	BPP BILLED TO WRONG ACCT NUMBER	\$153.61
686691	2020	LANE, DAWN PATTISHALL	ADJUSTED VALUE OF BOAT	\$61.65
689377	2020	HANKINS, JOHN VINCENTE	BILLED TO WRONG PROPERTY OWNER	\$696.79
			(PROCESSED DISCOVERY TO CORRECT OWNER)	



SUBJECT:	ENO-HAW HAZARD MITIGATION PLAN
PREPARED BY:	NATHAN PAGE, PLANNING DIRECTOR

#### **REQUESTED ACTION**

Approve the resolution adopting the Eno-Haw Hazard Mitigation Plan.

#### **BACKGROUND/SUMMARY**

Federal and State law requires that local governments adopt a mitigation plan in order to be eligible for FEMA funds in the event of disasters. These plans must be updated every five (5) years. As staff on hand lacks expertise in this area, the planning was undertaken with Alamance County and other partnering jurisdictions and consultants.

The State has completed its review of the Hazard Mitigation Plan, and has found that it meets the minimum criteria established in Section 322 of the Disaster Mitigation Act of 2000. For the Plan to be considered compliant, the City Council must approve a resolution adopting the same.

The Eno-Haw Hazard Mitigation Plan can be viewed from the Planning link at <u>Eno-Haw Regional Hazard Mitigation</u> <u>Plan</u>.

#### **FISCAL IMPACT**

None.

#### STAFF RECOMMENDATION

Approval.

#### SUGGESTED MOTION(S)

I move we approve the Resolution adopting the Eno-Haw Hazard Mitigation Plan.

#### A RESOLUTION TO ADOPT THE ENO-HAW HAZARD MITIGATION PLAN

WHEREAS, in October 2000, the President of the United States signed into law the "Disaster Mitigation Act of 2000" (PL 106-390) to amend the "Robert T. Stafford Disaster Relief and Emergency Act of 1988" which requires local governments to adopt a mitigation plan in order to be eligible for hazard mitigation funding; and

WHEREAS, Federal mitigation planning regulations require local mitigation plans to be updated and resubmitted to the Federal Emergency Management Agency for approval every five years in order to continue eligibility for Federal Emergency Management Agency hazard mitigation assistance programs; and

WHEREAS, North Carolina General Statute §166-A - 19.41, approved by the North Carolina General Assembly in June 2001 requires local governments to have a hazard mitigation plan approved in order to receive state public assistance funds; and

**WHEREAS**, Alamance County staff along with representatives from partnering jurisdictions in conjunction with contract services have performed a comprehensive review and evaluation of the newly created Eno-Haw Regional Hazard Mitigation Plan and have updated the plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the North Carolina Division of Emergency Management; and

**WHEREAS**, the North Carolina Division of Emergency Management has deemed the Eno-Haw Regional Hazard Mitigation Plan compliant with Section 322 of the Disaster Mitigation Act of 2000, as well as with relevant state requirements; and

**WHEREAS**, the Federal Emergency Management Agency has received a draft of the Eno-Haw Regional Hazard Mitigation Plan and is currently reviewing;

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of The City of Graham hereby adopt, by way of this resolution, the "Eno-Haw Regional Hazard Mitigation Plan" 2020 edition as approved by the North Carolina Division of Emergency Management.

Adopted this the Eleventh day of August, 2020

	Gerald R. Peterman, Mayor
ATTEST:	
Darcy L. Sperry, City Clerk	

# ORDINANCE RESCINDING ANNEXATION ORDINANCE TO EXTEND THE CORPORATE LIMITS OF CITY OF GRAHAM, NORTH CAROLINA FOR 1455 EAST HARDEN STREET (AN2003)

WHEREAS, Kenneth Smith and Anita Smith, pursuant to G.S. 160A-31 petitioned the City of Graham to annex certain property at 1455 East Harden Street (AN2003); and

WHEREAS, a public hearing on the question of this annexation was held by teleconference at 6:00 P.M. on July 14, 2020; and

WHEREAS, the City Council upon conclusion of the public hearing adopted an Ordinance annexing 1455 East Harden Street as more particularly set forth in the Annexation Ordinance (AN2003) and recorded in the Alamance County Register of Deeds on July 29, 2020 in Book 04027, Start Page 0454 and End Page 0455 which is incorporated herein by reference; and

WHEREAS, The City Council directed by resolution on June 9, 2020, that the required public notice be published in The Alamance News, a newspaper having general circulation in the City of Graham, at least ten (10) days prior to the date of the public hearing; and

WHEREAS, the City Council has determined that the required publication of the public notice failed to occur and has therefore determined that said Ordinance (AN2003) adopted on July 14, 2020 should be rescinded; and

WHEREAS, the City Council, at a meeting of this body upon notice duly convened on August 11, 2020 in accordance with the Open Meetings Law (G.S. Section 143-318.12(b)(2)), considered the matter of the rescission of said Annexation Ordinance (AN2003); and

NOW THEREFORE, the City Council does hereby RESCIND AND REPEAL the action of July 14, 2020 adopting Annexation Ordinance (AN2003); and said action adopting said Ordinance is otherwise of no effect.

The Mayor of the City of Graham shall direct city staff to take all actions required to give full force and effect to this action and shall cause to be recorded in the office of the Register of Deeds of Alamance County, this ORDINANCE RESCINDING ANNEXATION ORDINANCE TO EXTEND THE CORPORATE LIMITS OF CITY OF GRAHAM, NORTH CAROLINA FOR 1455 EAST HARDEN STREET (AN2003).

Adopted this, the 11 <sup>th</sup> day of August, 2020.	
	Gerald R. Peterman, Mayor
ATTEST:	APPROVED AS TO FORM:
Darcy L. Sperry, City Clerk	J. Bryan Coleman, City Attorney



	_
SUBJECT:	WWTP IMPROVEMENTS AND EXPANSION ENGINEERING CONTRACT
PREPARED BY:	FRANKIE MANESS, CITY MANAGER

#### **REQUESTED ACTION:**

Approve professional services agreement with Hazen and Sawyer for engineering services for the improvements and expansion of the Graham WWTP.

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

Pursuant to our nutrient capacity study completed in 2019, it was concluded that a substantial upgrade to our WWTP is required in order to meet current permit requirements for nutrient removal. The proposed project will also expand our permitted capacity from 3.5mgd to 5.0mgd, allowing for a 2.5% growth rate until 2040. The City Council approved a resolution on May 12, 2020 to seek funding through the Clean Water State Revolving Fund.

In May, City Staff issued a Request for Qualifications seeking a professional engineering firm to assist with the following tasks associated with the project: Grant/Loan Administration, Preparation of Engineering Report and Environmental Information Document to comply with NC DWI requirements, Final Design of the Project, Completion of Bid Documents including Specifications and Design Drawings for the project, Bidding and Recommendation of Award, Construction Observation and Administration, and Construction Closeout. Although the City had inquiries from other firms, Hazen and Sawyer was the only firm to respond.

#### **FISCAL IMPACT:**

The engineering contract itself is presented on the "not-to-exceed basis" at \$1,986,845 while the total project is estimated at nearly \$31,000,000 and will likely represent the largest capital expenditure in the history of the City. The State Water Infrastructure Authority has now approved a Clean Water State Revolving Fund (CWSRF) loan for \$7,694,000, with up to 25% of the loan (maximum of \$500,000) as forgivable and the remainder will be repayable at a maximum interest rate of 0.18%. The balance of the funding will come from an Additional Supplemental Appropriations for Disaster Relief Act of 2019 (ASADRA) loan in the amount of \$23,000,000, repayable at a maximum interest rate of 0.18%. In FY 2020-2021, Water and Sewer fees are slated to begin a 4-year graduated increase to cover future debt service requirements. A special project budget will be presented to the Council in the near future.

#### STAFF RECOMMENDATION:

Approval. Hazen and Sawyer are no strangers to the City of Graham, having completed several projects including: 2015 water treatment plant Stage 2 Disinfection Byproducts upgrade, 2018 WWTP Optimization Study, 2015 Fire Flow Modeling and WWTP Preliminary Engineering Report.

#### SUGGESTED MOTION(S):

I move we authorize the Mayor, City Manager, City Attorney, City Clerk and Finance Officer to execute the agreement for professional services with Hazen and Sawyer on behalf of the City for engineering services for the improvements and expansion of the Graham WWTP.

## AGREEMENT FOR PROFESSIONAL SERVICES

Between

## City of Graham, North Carolina

And

**Hazen and Sawyer** 

For

**Engineering Services for the Expansion of the Graham WWTP** 

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OWNER: [City of Graham, North Carolina]

PROJECT: [Engineering Services for the Expansion of

the Graham Wastewater Treatment Plant]

## AGREEMENT BETWEEN CITY OF GRAHAM, NORTH CAROLINA AND HAZEN AND SAWYER FOR PROFESSIONAL SERVICES

This A between	greement, dated the day of, 20 is made and entered into en
	City of Graham, North Carolina (Owner, hereinafter "OWNER")
	Post Office Drawer 357
	Graham, North Carolina 27253
and	
	Hazen and Sawyer (hereinafter "ENGINEER")
	4011 WestChase Boulevard, Suite 500
	Raleigh, North Carolina 27607.

WHEREAS, **OWNER's** Project, of which **ENGINEER's** services under this Agreement are a part, is generally identified as follows:

<u>Provide design and construction services for the expansion of the WWTP to 5 mgd with the ability to meet current and future effluent biological nutrient removal (BNR) standards),</u> (hereinafter "**PROJECT**"); and

WHEREAS, OWNER requests ENGINEER's services in connection with the PROJECT;

NOW THEREFORE, in consideration of the mutual promises herein contained, **OWNER** and **ENGINEER** agree as follows:

#### Art. 1 THE AGREEMENT DOCUMENTS

- 1.1 <u>Included Documents</u>. The Agreement consists of: (1) this Agreement, including Schedule A, Scope of Services, and Schedule B, Compensation, attached hereto.
- 1.2 <u>Entire Agreement</u>. The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.
- 1.3 <u>Modification</u>. <u>Unless otherwise provided for herein</u>, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing and executed by **OWNER** and **ENGINEER**.

#### Art. 2. SCOPE OF SERVICES AND DIVISION OF RESPONSIBILITIES

- 2.1 <u>OWNER Responsibilities.</u> In addition to other responsibilities of **OWNER** as set forth in this Agreement, **OWNER** must designate its representative to fulfill the following responsibilities, at its expense, which **ENGINEER** shall rely upon:
  - a) Provide **ENGINEER** with all criteria and full information as to **OWNER's** requirements for the **PROJECT**, including design objectives and constraints, flexibility, expandability, capacity and performance requirements, budgetary limitations, operating and testing data, as-built drawings, and previous reports if any. Provide **ENGINEER** with copies of all design and construction standards that **OWNER** will require to be included in the Drawings and Specifications, and provide copies of **OWNER's** standard forms, conditions, and related documents for **ENGINEER** to include in the bid documents, when applicable.
  - b) Provide to **ENGINEER** any other available information pertinent to the **PROJECT** including reports and data relative to previous designs, or investigation at or adjacent to the Site.
  - c) Following ENGINEER's assessment of initially-available PROJECT data and upon ENGINEER's request, provide or make available such additional PROJECT related information and data as is reasonably required to enable ENGINEER to complete its services. Such additional information or data includes the following:
    - 1. Property descriptions.
    - 2. Zoning, deed, and other land use restrictions.
    - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
    - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
    - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the **PROJECT**, the Site, and adjacent areas.
    - 6. Data or consultations as required for the **PROJECT** but not otherwise identified in the Agreement or the Exhibits thereto.
  - d) Provide prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of the presence at the Site of any environmental concern, or of any other development that affects the scope or time of performance of **ENGINEER** services, or any defect or nonconformance in **ENGINEER** services, the Work, or in the performance of any contractor.
  - e) Arrange safe access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under the Agreement.

f) Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the **PROJECT** designed or specified by **ENGINEER** and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the **PROJECT**.

#### Art. 3. NOTICE TO COMMENCE WORK AND DURATION OF AGREEMENT

- 3.1 <u>Commencement</u>. **ENGINEER** is authorized to begin rendering services as of the effective date and issuance of Notice-to-Proceed and will terminate either: (1) upon the satisfactory completion of **ENGINEER's** scope of services set forth in Schedule A; (2) on the date specified in Schedule B, if such date is specified, as applicable; or (3) as otherwise terminated under this Agreement.
- Time for Completion. ENGINEER shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Schedules A and/or B. If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER's services is impaired, or ENGINEER's services are delayed or suspended, then the time for completion of ENGINEER' services, and the rates and amounts of ENGINEER's compensation, shall be adjusted equitably. If OWNER authorizes changes in the scope, extent, or character of the PROJECT, then the time for completion of ENGINEER's services, and the rates and amounts of ENGINEER' compensation, shall be adjusted equitably. OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay ENGINEER's performance of its services.

#### Art. 4. PAYMENT AND BILLING

- 4.1 Payment Amount(s). As compensation for the services to be performed by ENGINEER, OWNER shall pay ENGINEER the amount(s) set forth in Schedule B, attached hereto. The method of compensation shall be set forth in Schedule B. OWNER agrees only to be liable for payment to ENGINEER for ENGINEER's proper performance of services, as provided for in Schedule B.
- 4.2 <u>Invoicing and Documentation</u>. **ENGINEER** shall keep accurate back-up documentation of the time expended in executing its scope of work. Payment for services performed by **ENGINEER** shall be based upon **ENGINEER**'s satisfactory completion of services as properly invoiced and documented by **ENGINEER**. **ENGINEER**'s invoices and documentation shall be subject to verification by **OWNER** prior to payment. Invoices submitted by **ENGINEER**, at a minimum, shall:
  - a) accurately describe the services rendered during the invoice period;
  - b) identify any other authorized expenses incurred hereunder; and
  - c) make reference to this Agreement, and otherwise identify the invoice in such manner as **OWNER** may reasonably require.All invoices and billing documentation shall be sent to **OWNER** at the following address:

City of Graham, NC Attention: Tonya Mann PO Drawer 357 Graham, NC 27253

- 4.3 <u>Failure to Pay</u>. If **OWNER** fails to make any payment due to **ENGINEER** for services and expenses within 30 days after receipt of **ENGINEER's** invoice, then:
  - a) amounts due to **ENGINEER** will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from the thirtieth day; and
  - b) **ENGINEER** may, after giving seven days written notice to **OWNER**, suspend services under this Agreement until **OWNER** has paid in full all amounts due for services, expenses, and other related charges. **OWNER** waives any and all claims against **ENGINEER** for any such suspension.
- 4.4 <u>Disputed Invoices</u>. If **OWNER** contests an invoice, **OWNER** shall promptly advise **ENGINEER** of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- 4.5 <u>Legislative Actions</u>. If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on **ENGINEER**'s services or compensation under this Agreement, then **ENGINEER** may invoice such new taxes, fees, or charges as a reimbursable expense. **OWNER** shall reimburse **ENGINEER** for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which **ENGINEER** is entitled under the terms of Schedule B.
- Opinions of Probable Construction Cost. ENGINEER's opinions of probable construction cost are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction costs prepared by ENGINEER. If OWNER requires greater assurance as to probable construction cost, OWNER must employ an independent cost estimator.
- 4.7 Opinions of Total Project Costs. The services, if any, of **ENGINEER** with respect to total project costs shall be limited to assisting the **OWNER** in collating the various cost categories which comprise total project costs. **ENGINEER** assumes no responsibility for the accuracy of any opinions of total project costs.

#### Art. 5. DATA AND INFORMATION

5.1 All documents are instruments of services in respect to this **PROJECT** and **ENGINEER** shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of **ENGINEER**) whether or not the **PROJECT** is completed. **OWNER** shall not rely in any way on any document

unless it is in printed form, signed or sealed by **ENGINEER** or one of its consultants.

- OWNER may make and retain copies of documents for information and reference 5.2 in connection with use on the PROJECT by OWNER. ENGINEER grants OWNER. a limited license to use the documents on the PROJECT, extensions of the PROJECT, and for related uses of the OWNER, subject to receipt by ENGINEER of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) OWNER acknowledges that such documents are not intended or represented to be suitable for use on the PROJECT unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the PROJECT, on any other project, or for any other use or purpose, without written verification or adaptation by **ENGINEER**: (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to its officers, directors, members, partners, agents, employees, and consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by ENGINEER; and (4) such limited license to **OWNER** shall not create any rights in third parties.
- 5.3 If ENGINEER at OWNER's request verifies the suitability of the documents, completes them, or adapts them for extensions of the PROJECT or for any other purpose, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

#### Art. 6. SUBCONTRACTING

Performance of this Agreement shall not be subcontracted in whole or in part without the consent of **OWNER** which shall not be unreasonably withheld. In the event **OWNER** consents to such subcontract, **ENGINEER** shall remain bound by the terms of this Agreement until the satisfactory completion of all work hereunder or the termination or expiration hereof, whichever shall first occur. **ENGINEER** may employ consultants as **ENGINEER** deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by **OWNER**.

#### Art. 7. CONFLICTS OF INTEREST

- 7.1 Neither **ENGINEER** nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with **ENGINEER's** loyal and conscientious exercise of judgment related to its performance under this Agreement.
- 7.2 **ENGINEER** agrees that none of its officers or employees shall, during the duration of this Agreement, serve as an expert witness against **OWNER** in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or

- prejudicial to the interests of **OWNER** for the work performed under this Agreement or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- 7.3 In the event **ENGINEER** is permitted to utilize subcontractors to perform any services required by this Agreement, **ENGINEER** agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Article 7.

#### Art. 8. SUSPENSION OF SERVICES

- 8.1 <u>By OWNER.</u> **OWNER** may suspend, delay, or interrupt the **PROJECT** for up to 60 days upon 7 days written notice to **ENGINEER.** The written notice must be in advance of the effective time and date of suspension and will fix the date on which performance of such services will be resumed. **ENGINEER** shall be entitled to an adjustment in compensation, an extension of time, or both, directly attributable to any such suspension, to the extent that such suspension was not due to any fault of **ENGINEER**.
- 8.2 <u>By ENGINEER</u>. **ENGINEER** may suspend, delay, or interrupt its services, or any portion thereof, for a period of 60 days upon 7 days written notice to **OWNER** for nonpayment.

#### Art. 9. TERMINATION

- 9.1 <u>Termination for Cause by Either Party.</u> Either party may terminate this Agreement at any time for cause by giving the other party **seven days** written notice if the other party fails to perform its obligations under this Agreement and fails to cure within such **seven day** period.
- 9.2 Termination for Cause by ENGINEER. Upon seven days written notice if OWNER demands that ENGINEER furnish or perform services contrary to ENGINEER' responsibilities as a licensed professional; or upon seven days written notice if ENGINEER's services for the PROJECT are delayed or suspended for more than 60 days for reasons beyond ENGINEER's control, ENGINEER may terminate this Agreement. ENGINEER shall have no liability to OWNER on account of such termination.
- 9.3 <u>Termination for Convenience</u>. **OWNER** may terminate this Agreement at any time with or without cause upon at least **fourteen days** written notice to **ENGINEER**. In the event of such a termination for convenience, **ENGINEER** will be paid for that portion of the work satisfactorily completed prior to termination.
- 9.4 Payments Upon Termination. In the event of any termination, ENGINEER will be entitled to invoice OWNER and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER shall be entitled, in addition to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after

the effective date of termination, such as reassignment of personnel, costs of terminating contracts with **ENGINEER's** subcontractors or consultants, and other related close-out costs.

#### Art. 10. CHANGES IN THE SERVICES

- 10.1 <u>Written Change Order.</u> **OWNER** may, by written order to **ENGINEER**, request additional services, issue revisions or direct the omission of services within the general scope of this Agreement. Any additional services shall be performed upon execution of an applicable change order regarding compensation and extensions of time. No changes will be made absent specific written direction and agreement for payment.
- 10.2 Equitable Adjustment. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for, performance of any services under this Agreement, an equitable adjustment may be made in price and/or time of performance, provided that any claim for an adjustment must be made in strict accordance with the terms of this Agreement. ENGINEER shall submit such claim in writing within 30 days of receipt of said written order.

#### Art. 11. NOTICES

All notices or orders provided for in this Agreement shall be in writing, addressed to the appropriate party at the address which appears below (or as modified in writing by such party) and given personally, by United States mail (return receipt requested), or by a courier service. All notices shall be effective upon the date of receipt.

**OWNER** if mailed by certified or registered mail, postage prepaid to:

City of Graham Attention: Tonya Mann PO Drawer 357 Graham, NC 27253;

or

**ENGINEER** if mailed by certified or registered mail, postage prepaid to:

Hazen and Sawyer Attention: Shannon Dorsey 4011 WestChase Boulevard, Suite 500 Raleigh, NC 27607

#### Art. 12. CLAIMS AND DISPUTES

- 12.1 <u>Applicable Law.</u> This Agreement shall be interpreted and construed in accordance with the laws of the state where the **PROJECT** is located.
- 12.2 <u>Dispute Resolution Procedure</u>. Any such claims or disputes and any action involving the enforcement or interpretation of any rights hereunder shall be

submitted to the jurisdiction of the courts of the state in which the **PROJECT** is located.

#### 12.3 OMITTED

(f)

#### Art. 13. INSURANCE

- 13.1 <u>ENGINEER Coverage</u>. **ENGINEER** shall procure and maintain insurance as set forth below. **ENGINEER** shall cause **OWNER** to be listed as an additional insured on any applicable general liability insurance policy carried by **ENGINEER**.
- 13.2. Minimum Coverage of ENGINEER. ENGINEER shall maintain at a minimum the following insurance policies and coverage with carriers authorized to cover risks and licensed to underwrite policies and have an A.M. Best's rating of A-VII or higher:
  - (a) <u>Worker's Compensation & Disability Insurance</u> as required by all applicable state and federal laws.
  - (b) <u>Employer's Liability</u> with limits of \$500,000 each accident, \$500,000 Disease (each employee) and \$500,000 Disease (policy limit).
  - (c) <u>Comprehensive General Liability</u> with minimum limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate.
  - (d) <u>Professional Liability</u> with limits of not less than \$1,000,000, per claim and \$1,000,000 in the aggregate, insuring the professional liability of **ENGINEER**.
  - (e) <u>Business Auto Insurance</u> for all owned, hired, non-owned and Employers' non-ownership vehicles with minimum limits of **\$1,000,000** combined single limit.

- 13.3 <u>Certificates of Insurance</u>. **ENGINEER** shall deliver to **OWNER** certificates of insurance evidencing the coverages indicated in Sections 13.1 and 13.2 above. Such certificates shall be furnished prior to commencement of **ENGINEER's** services and at renewals thereafter during the life of the Agreement.
- 13.4 At any time, **OWNER** may request that **ENGINEER** or its consultants, at **OWNER's** sole expense, provide additional insurance coverage, increased limits, or revised deductibles.
- 13.5 <u>Cancellation, Renewal or Modification</u>. Should coverage afforded under any policy be canceled, non-renewed, materially changed (materially changed defined as a reduction in the policy limit by endorsement during the policy period), or allowed to expire, **ENGINEER** shall provide **OWNER** with at least 30 days prior written notice or, in the event of non-payment, ten days prior written notice.

13.6 <u>Failure to Maintain Insurance</u>. In the event **ENGINEER** fails to maintain any of the insurance required under this Agreement, it shall constitute a material breach of this Agreement.

#### Art. 14. OMITTED

#### Art. 15. PERFORMANCE STANDARDS

- 15.1 <u>Standard of Care.</u> **ENGINEER** shall perform all professional services with the care and skill ordinarily exercised by members of the same profession currently practicing in the United States, on projects of similar size and complexity at the time the services are performed. **ENGINEER** makes no warranties, express or implied, under this Agreement or otherwise, in connection with **ENGINEER**'s services.
- 15.2 Reliance on Others. Subject to the standard of care set forth in Article 15, ENGINEER and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 15.3 **ENGINEER** shall not be required to sign any documents, no matter by whom requested, that would result in **ENGINEER** having to certify, guarantee, or warrant the existence of conditions whose existence **ENGINEER** cannot ascertain. **OWNER** agrees not to make resolution of any dispute with **ENGINEER** or payment of any amount due to **ENGINEER** in any way contingent upon **ENGINEER** signing any such documents.
- 15.4 During construction, **ENGINEER** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents.
- 15.5 During construction, **ENGINEER** shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 15.6 During construction, **ENGINEER** shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other person (except **ENGINEER**; own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification of the contract documents, other than those made by **ENGINEER**.

#### Art. 16. RECORDS

16.1 If the services to be performed hereunder relate to a state or federal government contract, the Comptroller General of the United States and the department or agency of the government having cognizance over this Agreement, and any of their duly authorized representatives, shall have access to and the right to examine

- any directly pertinent books, documents, papers and records of **OWNER** or **ENGINEER** involving transactions related to this Agreement.
- 16.2 **ENGINEER** shall grant access to such records until the expiration of **three years** after final payment under this Agreement.

#### Art. 17. AUDIT RIGHT AND RETENTION OF RECORDS

- 17.1 **OWNER** shall have the right to audit the books and records of **ENGINEER**. **ENGINEER** shall keep such records and accounts as may be necessary in order to record complete and correct entries related to the **PROJECT**.
- 17.2 **ENGINEER** shall preserve and make available, at reasonable times for examination and audit by **OWNER** all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement until the expiration of **three years** after final payment under this Agreement.

#### Art. 18. OMITTED

#### Art. 19. SUCCESSORS AND ASSIGNEES

This Agreement is to be binding on the heirs, successors and assignees of **OWNER** and **ENGINEER**, but is not to be assigned by either **OWNER** or **ENGINEER**, without first obtaining the written consent of the other.

#### Art. 20. MUTUAL WAIVER OF BREACH AND MATERIALITY

Failure by **either party** to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. **OWNER** and **ENGINEER** agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

#### Art. 21. PERMITS, LICENSES, NOTICES AND COMPLIANCE WITH LAWS

- 21.1 **ENGINEER** shall comply with federal, state and local tax laws, social security acts, unemployment compensation acts and worker's compensation acts insofar as applicable to the performance of services under this Agreement.
- 21.2 **ENGINEER** shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by **OWNER**, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

- 21.3 **ENGINEER's** decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.
- 21.4 **ENGINEER** shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, **ENGINEER** shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 21.5 **ENGINEER** shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

#### Art. 22. SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless **OWNER** elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within **seven days** after the finding by the court becomes final.

#### Art. 23. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of **OWNER** and **ENGINEER** and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

#### Art. 24. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in the Articles of this Agreement shall prevail and be given effect.

#### Art. 25. PROJECT SPECIFIC TERMS

The following additional PROJECT	specific terms and conditions are:
None.	

#### Art. 26. COUNTERPARTS

This Agreement may be executed in **counterparts**, each of which shall be deemed to be an original.

#### Art. 27. APPROVAL

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and is made effective the day and year first above written.

CITY	OF GRAHAM		HAZE	N AND SAWYER	
Ву:			Ву:	The lacky	- 7/21/20
	Frankie Maness City Manager	Date		Ronald L. Taylor Senior Vice President	Date
Witnes	sed By:				
			I	Aln Afort	7/21/20
	Tonya Mann Utilities Director	Date		Alan Stone Vice President	Date

#### **SCHEDULE A**

## SCOPE OF SERVICES

# City of Graham, North Carolina

# **Engineering Services for Expansion of the Graham WWTP**

The scope of work to be provided by **ENGINEER** includes professional services for the elements listed below.

### **Engineer's Services**

Engineer shall provide Basic and Additional Services as set forth below.

## PART 1 - BASIC SERVICES

- i. Funding and Permitting Phase
  - 1. Hazen will continue to work with the City and NCDENR through the funding process. This process will include developing an ER/EID document required for funding.
  - 2. Hazen will work with NCDEQ to finalize all NPDES effluent limit permit requirements.
  - 3. Hazen will develop a financing alternatives and rate study for the City as a part of this project.
  - 4. Hazen will also assist the City in all required Stormwater and Sediment and Erosion Control permitting.
- ii. Survey and Geotechnical
  - 1. Engineer shall provide all survey work necessary for final design of the project. Engineer shall deliver survey of approximately 20-acre plant site to Owner for future use.
  - 2. Engineer shall provide all necessary geotechnical evaluations for development of the final design.
- iii. Final Design Phase
  - 1. As recommended in the Preliminary Engineering Report (PER), Hazen will develop design documents for the following facilities:
    - a. Biological Nutrient Removal Tanks (Anerobic/Anoxic/Aeration tanks)
    - b. New Blower Facility
    - c. New Carbon Feed facilities

CITY OF GRAHAM AGREEMENT 2020JUL21 SD INSERT NAME OF FILE

A-1 Schedule A

- d. Secondary Clarifier and RAS pump station upgrades
- e. New Effluent Filters
- f. New Chlorine Contact Tank
- g. Post-Treatment Aeration
- h. Additional Aerobic Digestion and Sludge Holding Tank
- i. Electrical Upgrades including new plant distribution and standby power
- 2. Hazen will also perform the following engineering services as a part of this design approach:
  - a. Hydraulic Profile
  - b. Biowin Process model
  - c. Hazen will review the capacity of the Influent Pump Station and Preliminary Treatment Facilities and make recommended upgrades if necessary. Design services are not anticipated at this time.
- 3. For the proposed facilities, the Engineer shall:
  - a. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  - b. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
  - c. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
  - d. Engineer shall involve Owner in all equipment selection and shall deliver Technical Memorandums as required to assist Owner in equipment selection.
  - e. Engineer will coordinate and accompany Owner on site visits as necessary to evaluate and assess appropriateness of equipment for intended purposes.
  - f. Engineer will coordinate and attend Workshops with Owner at each submittal stage to review the project and address Owner's comments.
  - g. Perform or provide the following additional Final Design Phase tasks or deliverables:
    - 60 Percent Design Review Documents
    - 90 Percent Design Review Documents
    - Bid Ready Documents

h. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents.

# iv. Bidding or Negotiating Phase

- 1. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, Engineer shall:
  - a. Assist Owner in advertising for and obtaining bids or proposals for the Work and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend prebid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
  - b. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
  - c. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
  - d. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
  - e. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of EJCDC C-700 Standard General Conditions of the Construction Contract.
  - f. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- 2. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective but subject to the provisions of EJCDC C-700 Standard General Conditions of the Construction Contract.

### v. Construction Phase

1. Construction Phase Services will be performed under a future Contract, if requested.

#### vi. Post-Construction Phase

1. Post-Construction Phase Services will be performed under a future Contract, if requested.

## TIME OF COMPLETION

1. Schedule kick-off meeting: Within 30-days of Owner Notice to Proceed

- 2. Finalize Design Documents in approximately 365 days.
- 3. Bid and Award Project 90 days after final design.

# SCHEDULE B COMPENSATION

# City of Graham, North Carolina

# **Engineering Services for Expansion of the Graham WWTP**

**OWNER** shall pay **ENGINEER** as full compensation for the services identified under Schedule A the amount(s) listed below. Compensation shall be on a <u>not-to-exceed basis / fixed-price lump sum basis.</u>

Invoices will be submitted monthly by Engineer. Invoices will be sent electronically.

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	AMOUNT		
Preliminary Design Phase	\$95,000		
Final Design	\$1,646,330		
Permitting and Funding	\$208,565		
Bid Phase Service	\$36,950		
TOTAL	\$1,986,845		



SUBJECT:	ANNEXATION OF FIVE LOTS ON SUGAR RIDGE AND JIMMIE KERR ROAD
PREPARED BY:	NATHAN PAGE, PLANNING DIRECTOR

# **REQUESTED ACTION:**

Approve the Resolution Fixing Date of September 8, 2020, for a Public Hearing on Question of Annexation Pursuant to G.S. 160A-31 for five lots off Sugar Ridge and Jimmie Kerr Road.

# **BACKGROUND/SUMMARY:**

The 70+/- acre area being considered for annexation is noncontiguous. While sewer is on the lot, the applicant anticipates extending municipal water service to the location.

Approval of these resolutions does not finalize the annexation as Council is required to advertise and conduct a public hearing, followed by a vote on an annexation ordinance.

# FISCAL IMPACT:

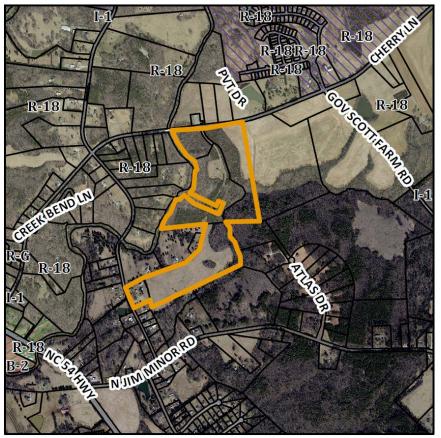
Because a portion of this lot is within the NCCP, it should be carefully considered by the City Council. Staff will develop the fiscal analysis for the public hearing.

# **STAFF RECOMMENDATION:**

Approval.

# SUGGESTED MOTION(S):

- 1. I move we approve the Resolution Directing the Clerk to Investigate a Petition Received Under G.S. 160A-31 for Five lots on Sugar Ridge and Jimmie Kerr Road.
- 2. I move we approve the Resolution Fixing Date of September 8, 2020, for a Public Hearing on Question of Annexation Pursuant to G.S. 160A-31 for a 70 (+/-) acre site on Jimmie Kerr Road and Sugar Ridge Road.



# RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31 FOR FIVE PARCELS ON SUGAR RIDGE RD AND JIMMIE KERR ROAD (AN2004).

**WHEREAS,** a petition requesting annexation of an area described in said petition was received on July 24, 2020, by the Graham City Council; and

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

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

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

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

	Gerald R. Peterman, Mayor	
ATTEST:		
Darcy Sperry, City Clerk		

# RESOLUTION FIXING DATE OF SEPTEMBER 8, 2020 FOR A PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31 FOR A 70 ACRE LOT ON SUGAR RIDGE AND JIMMIE KERR ROADS (AN2004)

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the City Hall, 201 S. Main Street, Graham, NC or by teleconference at 6:00 pm on September 8, 2020.

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

Beginning at an existing railroad spike, said railroad spike having state plane coordinates (NAD 83 / NSRS 2011) of

N = 839,139.30' & E = 1,895,662.65' and being at a T-intersection on the southern right of way of Cherry Lane (S.R. 2123) and the centerline of Sugar Road; thence making the following calls:

Along the southern right of way of Cherry Lane, North 83°08'34" East, 399.98 feet to a pinched top existing iron pipe;

Thence, on a curve with a radius of 2848.41' and an arc length of 255.15 feet and having a chord bearing of North 80°42'47" East, 255.06 feet to an existing iron pipe;

Thence, leaving the southern right of way of Cherry Lane, South 9°40'08" East, 1,683.80 feet to an existing iron pipe;

Thence, South 88°51'32" West, 556.97 feet to a pinched top existing iron pipe;

Thence, South 87°25'33" West, 26.34 feet to a computed point on approximately the centerline of a creek;

Thence, following the approximate centerline of a creek and making the following calls:

- -South 28°45'03" East, 134.31 feet to a computed point; thence,
- -South 7°28'21" West, 108.13 feet to a computed point; thence,
- -South 39°55'58" East, 230.69 feet to a computed point; thence,
- -South 17°55'36" East, 87.61 feet to a computed point; thence,
- -South 33°07'57" East, 81.17 feet to a computed point; thence,
- -South 8°30'56" East, 130.25 feet to a computed point; thence,
- -South 23°48'25" East, 84.14 feet to a computed point; thence,
- -South 32°25'15" West, 97.79 feet to a computed point; thence,
- -South 38°48'45" West, 55.60 feet to a computed point; thence,
- -South 24°25'41" West, 130.25 feet to a computed point; thence,
- -South 74°16'13" West, 99.46 feet to a computed point; thence,
- -South 58°36'41" West, 53.64 feet to a computed point; thence,
- -South 32°09'29" West, 37.30 feet to a computed point; thence,
- -South 59°50'22" West, 66.08 feet to a computed point; thence,
- -South 44°20'27" West, 48.12 feet to a computed point; thence,

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-North 84°17'38" West, 44.79 feet to a computed point; thence,
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-South 24°25'41" West, 130.25 feet to a computed point; thence,

Thence, leaving the approximate centerline of creek, North 32°40'57" West, 251.96 feet to an existing iron pipe;

Thence, South 60°08'43" West, 761.62 feet to an existing iron pipe;

Thence, North 8°47'07" West, 112.23 feet to an existing iron pipe;

Thence, South 67°56'49" West, 319.28 feet to a pike nail set in the centerline of Jimmie Kerr Road;

Thence, along the centerline of said road, North 23°06'44" West, 286.09 feet to a pike nail set;

Thence, North 15°52'35" West, 88.05 feet to a computed point;

Thence, leaving the centerline of Jimmie Kerr Road, North 64°18'53" East, 360.00 feet to a computed point;

Thence, North 25°39'26" West, 17.28 feet to an existing iron pipe;

Thence, North 70°52'15" East, 375.92 feet to an existing iron pipe;

Thence, North 70°52'15" East, 414.08 feet to an existing iron pipe;

Thence, North 46°02'32" East, 251.21 feet to an existing iron pipe;

Thence, North 18°44'26" East, 485.42 feet to the base of an existing iron pipe;

Thence, South 82°24'49" West, 828.00 feet to a computed point;

Thence, North 25°18'19" East, 585.00 feet to a point;

Thence North 50°03'19" East, 185.00 feet to a point;

Thence North 65°06'41" East, 75.02 feet to a point;

Thence North 65°02'24" East, 34.98 feet to a point;

Thence North 28°20'19" East, 42.56 feet to a point;

Thence North 28°20'19" East, 64.67 feet to a point;

Thence North 28°20'19" East, 42.77 feet to a point;

Thence North 6°14'19" East, 29.06 feet to a point;

Thence North 6°14'19" East, 63.05 feet to a point;

Thence North 6°14'19" East, 109.21 feet to a point;

Thence North 6°14'19" East, 68.67 feet to a point;

Thence North 41°55'41" West, 41.32 feet to a point;

Thence North 41°55'41" West, 95.01 feet to a point;

Thence North 36°34'07" West, 154.86 feet to a point;

Thence North 35°02'59" West, 260.00 feet to a point;

Thence North 25°18'59" West, 144.29 feet to a poin;

<sup>-</sup>South 49°36'31" West, 53.73 feet to a computed point; thence,

Thence North	83°12'25" East, 49.96 feet to a point;	
Thence North	83°11'08" East, 498.33 feet to the point and place	e of beginning containing 69.678 Acres more or less.
Section 3.		ned once in The Alamance News, a newspaper having genera on (10) days prior to the date of the public hearing.
Adopted thi	s the 11 <sup>th</sup> day of August, 2020.	
		Gerald R. Peterman, Mayor
ATTEST:		
Darcy L. Spe	rry, City Clerk	_



# Petition for ANNEXATION

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

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

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

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

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

2. The area to be ann as follows:  General descriptio			non-contiguous	to the City of Gra	ham and t	the bound	laries of su	ch territory are	
21.619 acres t			and Jimmie Ke	err Road		And the second second			
all parcels and	at – 1 paper co I total square m	niles and acrea	nd 1 pdf. In addition age of area to be ar and 1 digital copy	on to standard plat in	nformatio	n, also inc	ilude tax m	nap numbers of	]
3. We acknowledge t identified on this p of vested rights pro	etition. We fur	ther acknowle	edge that failure to	to G.S. 160A-385.1 declare such rights sted rights are clain	on this pened, indica	etition sha	ll result in	a termination	
Name		Address			Vested rights?	Signatu	re		
Scott Associates-c/	o Mike White	2042 Jimmie	e Kerr Road, Haw	River, NC 27258	Yes	Scott by:	A35pc	jales Uhi	= Al
		hate to any time to go and the con-							-
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To the City Council of the City of Graham, NC:

the City of Gr				
Acceptable for the second		d": We believe that this petition meets the requirem		
If applical	ble as "distressed": V	Ve believe that this petition meets the requirements	of G.S. 16	0A-31(j).
2. The area to b as follows:  General description:	e annexed is c	ontiguous Inon-contiguous to the City of Gral	nam and t	ne boundaries of such territory are
		y Lane and Jimmie Kerr Road		
3. To acres	between Chen	y Lane and Jimme Nen Noad		
Attach the fo	llowing:			
Annexati	ion Plat – 1 paper co	py, 2 mylars and 1 pdf. In addition to standard plat in	nformatio	n, also include tax map numbers of
all parce	ls and total square m	niles and acreage of area to be annexed.		
Metes ar	nd Bounds Description	on – 1 paper and 1 digital copy		
2 Mars and a security	J	vested rights acquired pursuant to G.S. 160A-385.1	or C S 1E:	2A 244.1 must be declared and
identified on	this netition. We fur	ther acknowledge that failure to declare such rights	on this pe	tition shall result in a termination
of vested righ	nts previously acquir	ed for the property. (If zoning vested rights are claim	ned, indica	te yes below and attach proof.)
7				
		Address	Vested rights?	Signature
Name		Address	rigitist	Signature
Robert Tr	avis Mullen	2042 Jimmie Kerr Road, Haw River, NC 27258	Yes	
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# Petition for ANNEXATION

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

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

If applicable	le as "income-base	d": We believe that this petition n	neets the requirem	nents of G.	S. 160A-31(b1).
If applicable	le as "distressed": \	We believe that this petition meet	s the requirement	s of G.S. 1	60A-31(j).
2. The area to be as follows:	1		to the City of Gra	ham and t	the boundaries of such territory are
General descri	ption of area to be	annexed			
69.678 acre	es between Ch	erry Lane and Jimmie Kei	r Road		
Attach the foll	owing:				
all parcels	and total square n	ppy, 2 mylars and 1 pdf. In addition niles and acreage of area to be and on – 1 paper and 1 digital copy	n to standard plat i nexed.	nformatio	n, also include tax map numbers of
identified on tl	nis petition. We fui	yvested rights acquired pursuant to ther acknowledge that failure to dead for the property. (If zoning vesting)	declare such rights	on this pe	etition shall result in a termination
Name		Address		Vested rights?	Signature
Robert And	drew Cagle	BILL N. Jin Manar			Red July Cg/
é					
1			4		
	a a				



# Petition for ANNEXATION

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

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

2. The area to be as follows:	annexed is	contiguous 🔳 non-contiguous to	the City of Gral	ham and t	the boundaries of such territory are
General descri	iption of area to be	e annexed			
16.048 acre	es between Cl	nerry Lane and Jimmie Kerr R	Road		
Attach the foll	lowing:				
Annexation all parcels	on Plat – 1 paper co and total square	opy, 2 mylars and 1 pdf. In addition to miles and acreage of area to be annexe	standard plat in ed.	nformatio	n, also include tax map numbers of
Metes and	d Bounds Descript	on – 1 paper and 1 digital copy			
identified on t	his petition. We fu	g vested rights acquired pursuant to G. rther acknowledge that failure to declored for the property. (If zoning vested	are such rights	on this pe	tition shall result in a termination
Name	*	Address		Vested rights?	Signature
Mary E	lla Scott	2680 S. Mebane St. Burlington	, NC 27215	· ·	Marsella Sto
4					
The Water Incommendated the Article And Ar		,			
attach additional	sheets if necessar	v :			



# Petition for ANNEXATION

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

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

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

If applicable as "income-base	d": We believe that this petition meets the requirem	ents of G.	S. 160A-31(b1).
☐ If applicable as "distressed": \	We believe that this petition meets the requirements	of G.S. 16	60A-31(j).
2. The area to be annexed is as follows:  General description of area to be	_	ham and t	he boundaries of such territory are
5.233 acres between Che	rry Lane and Jimmie Kerr Road		
Attach the following:			
Annexation Plat – 1 paper co all parcels and total square n	py, 2 mylars and 1 pdf. In addition to standard plat in niles and acreage of area to be annexed. For $-1$ paper and 1 digital copy	nformatio	n, also include tax map numbers of
identified on this petition. We fu	vested rights acquired pursuant to G.S. 160A-385.1 rther acknowledge that failure to declare such rights red for the property. (If zoning vested rights are claim	on this pe	tition shall result in a termination
Name	Address	Vested rights?	Signature
Janet Louise Scott	2921 Lennox Road NE, Unit 205 Atlanta Georgia 30324	ĺ	Janet Louise Seott
			,

# CERTIFICATE OF SUFFICIENCY FOR 70 ACRE AREA ON SUGAR RIDGE ROAD AND JIMMIE KERR ROAD (AN2004)

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

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

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Graham, this the  $5^{th}$  day of August, 2020.

Darcy L. Sperry City Clerk

SEAL



SUBJECT:	ANNEXATION OF 1455 E HARDEN STREET
PREPARED BY:	NATHAN PAGE, PLANNING DIRECTOR

## **REQUESTED ACTION:**

Approve the Resolution Fixing Date of September 8, 2020, for a Public Hearing on Question of Annexation Pursuant to G.S. 160A-31 for a 6.37 acre area on E Harden Street.

## **BACKGROUND/SUMMARY:**

The City Council upon conclusion of the public hearing adopted an Ordinance annexing 6.37 acres and recorded it in the Alamance County Register of Deeds on July 29, 2020 in Book 4027, Pages 454-455. It has since been discovered that the required public notice did not take place. Therefore, and erring on the side of caution, the annexation process will need to be redone.



The area being considered for annexation is contiguous along the South side. Water is available at this location, with the applicant to extend private lines internal to the lot.

Approval of this resolution does not finalize the annexation as Council is required to advertise and conduct a public hearing, followed by a vote on an annexation ordinance.

## **FISCAL IMPACT:**

The fiscal impact to the City is expected to be negligible. There are already water and lines available at the property, and the City provides trash service in the vicinity.

## STAFF RECOMMENDATION:

Approval.

# **SUGGESTED MOTION(S):**

- 1. I move we approve the Resolution Directing the Clerk to Investigate a Petition Received Under G.S. 160A-31 for a parcel located at 1455 E Harden Street.
- 2. I move we approve the Resolution Fixing Date of September 8, 2020, for a Public Hearing on Question of Annexation Pursuant to G.S. 160A-31 for a 6.37 acre site on E Harden Street.

# RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31 FOR PROPERTY AT 1455 E HARDEN STREET

**WHEREAS,** a petition requesting annexation of an area described in said petition was received on June 2, 2020, by the Graham City Council; and

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

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

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

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

	Gerald R. Peterman, Mayor	
ATTEST:		
Darcy Sperry, City Clerk		

# RESOLUTION FIXING DATE OF SEPTEMBER 8, 2020 FOR A PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31 FOR A 6.37 ACRE LOT AT 1455 E HARDEN STREET (AN2003)

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

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

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

- Section 1. A public hearing on the question of annexation of the area described herein will be held at the City Hall, 201 S. Main Street, Graham, NC or by teleconference at 6:00 pm on September 8, 2020.
- Section 2. The area proposed for annexation is described as follows:

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

A certain tract or parcel of land situated in Graham Township, Alamance County, North Carolina, adjoining the lands of NC Highway 54 (E. Harden Street), City of Graham and Michael P Hodges and wife Brenda B. Hodges and being more particularly described as follows:

Beginning at an existing iron pin in the southern margin of the 120 feet right of way of NC Highway 54 (E. Harden Street) and in the western line of the City of Graham; running thence along and continuous with the existing corporate limits line of the City of Graham S 5° 49′ 00″ W 178.23 feet to an existing iron pin, corner with the City of Graham; running again along and continuous with the northern corporate limits line of the City of Graham, N 88° 27′ 00″ W 551.88 feet to an existing iron corner pin in the property line of the City of Graham, continuing with the City of Graham N 87° 42′ 00″ W 401.42 feet to an existing iron pin in the property line of the City of Graham, continuing with the City of Graham N 87° 42′ 00″ W 223.70 feet to an existing iron pin in the property line of the City of Graham, continuing with the City of Graham and the eastern boundary of Michael P Hodges and wife Brenda B Hodges, N 67° 30′ 31″ E 827.12 feet to an existing iron pin, continuing again with Hodges, N 83° 53′ 02″ E 35.15 feet to an existing iron pin, corner of Hodges, continuing again with Hodges N 60° 22′ 57″ E 170.18 feet to an existing iron pin corner with Hodges in the southern margin of the 120 feet right of way of NC Highway 54(E. Harden Street); thence along the southern margin of the 120 feet right of way of NC Highway 54(E. Harden Street), S 42° 41′ 58″ E 12.00 feet to an existing iron pin; running thence again with the southern margin of the 120 foot right of way of NC Highway 54(E. Harden Street), S 42° 48′ 33″ E 351.87 feet to the point of beginning and containing 6.37 acres ± (0.0099 square miles) and being an extension of the City of Graham Corporate Limits.

The foregoing description was taken from a map prepared by Boswell Surveyors, Inc. dated 5/21/2020 entitled Final Plat, Voluntary Satellite Annexation Corporate Limits Extension City of Graham.

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

	Gerald R. Peterman, Mayor	
ATTEST:		
Darcy L. Sperry, City Clerk		

Adopted this the 11th day of August, 2020.



# Petition for ANNEXATION

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

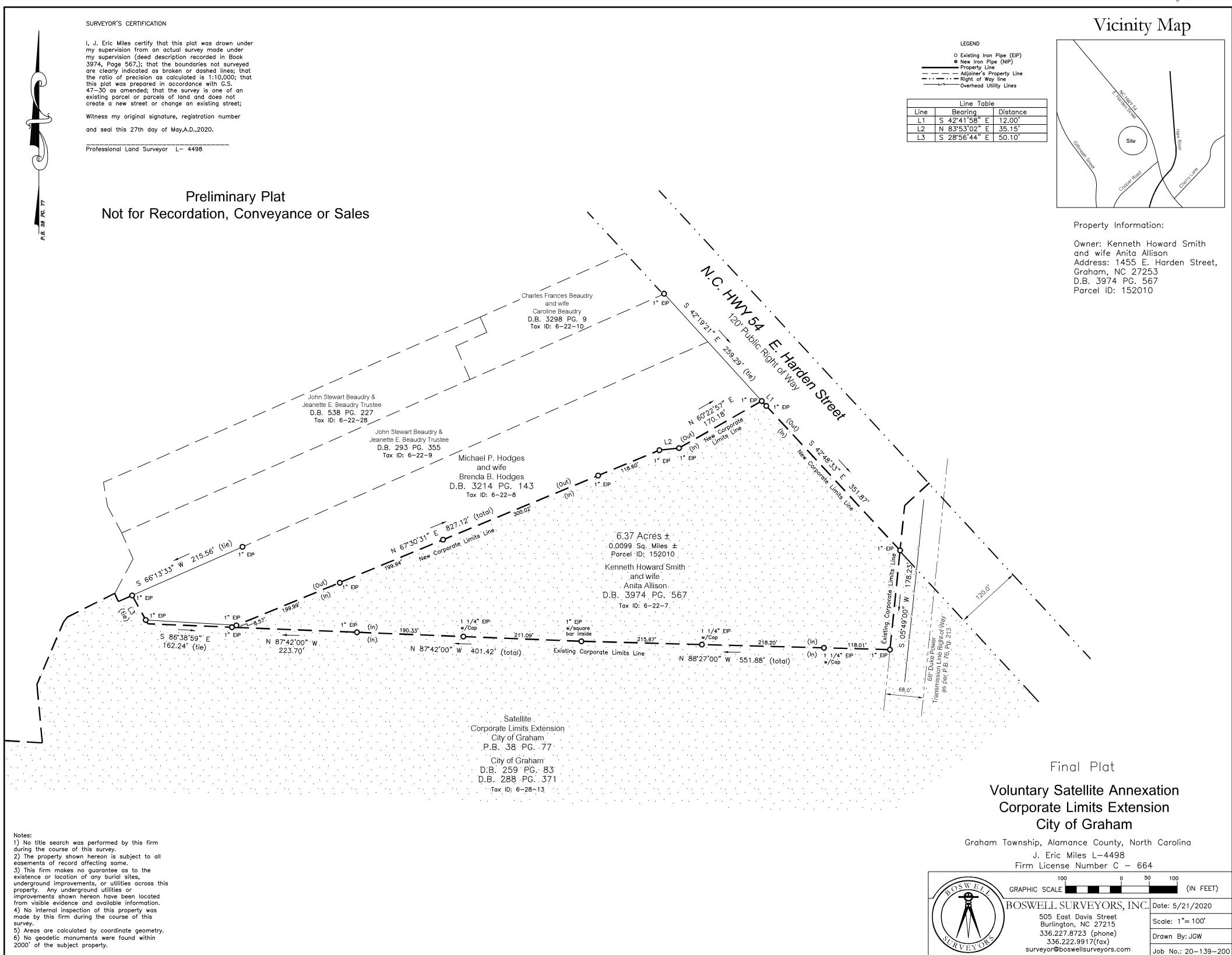
**RECEIVED** JUN 0 2 2020

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

PLANNING DEPT.

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

	d": We believe that this petition meets the requirem We believe that this petition meets the requirement		
2. The area to be annexed is as follows:	contiguous	ham and t	he boundaries of such territory are
General description of area to be	annexed		
	55 E Harden St.		
Attach the following:			
	ppy, 2 mylars and 1 pdf. In addition to standard plat i niles and acreage of area to be annexed.	nformatio	n, also include tax map numbers of
Metes and Bounds Description	on – 1 paper and 1 digital copy		
identified on this petition. We fu	vested rights acquired pursuant to G.S. 160A-385.1 rther acknowledge that failure to declare such rights ed for the property. (If zoning vested rights are clain	on this pe	tition shall result in a termination
Name	Address	Vested rights?	Signature
Kennal Scar	1455 EAST Horodon St	rigitts:	Kennil Su
Inita a. Smith	1455 EHARDEN ST GRAHAM	n	arita a Snitt
	/		<u> </u>
	L.		



# CERTIFICATE OF SUFFICIENCY FOR A 6.37 ACRE LOT AT 1455 EAST HARDEN STREET GPIN# 8893072659 (AN2003)

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

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

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Graham, this the 5th day of August, 2020.

Darcy L. Sperry, City Clerk

SEAL



SUBJECT:	ANNEXATION OF TWO LOTS OFF JIM MINOR ROAD
PREPARED BY:	NATHAN PAGE, PLANNING DIRECTOR

## **REQUESTED ACTION:**

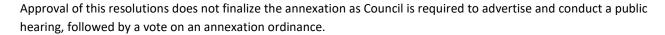
Approve the Resolution Fixing Date of September 8, 2020, for a Public Hearing on Question of Annexation Pursuant to G.S. 160A-31 for two lots off Jim Minor Road.

# **BACKGROUND/SUMMARY:**

The 77+/- acre area being considered for annexation is noncontiguous. While sewer is near the lot, the applicant anticipates extending municipal water service to the location.

The City Council met on July 14, 2020 and tabled the public hearing for this item until the August 11, 2020 City Council meeting. In the interim it was discovered that the required public notice did not







Due to the proposed density of the development, and assuming a similar selling price to Forks of the Alamance, the neighborhood is likely to supply a positive revenue for the City of Graham. It is worth noting that a reduction in density without a corresponding reduction in road lengths would likely result in an imbalance wherein the neighborhood had costs in excess of the potential revenues.

# STAFF RECOMMENDATION:

Approval.

# **SUGGESTED MOTION(S):**

- 1. I move we approve the Resolution Directing the Clerk to Investigate a Petition Received Under G.S. 160A-31 for two parcels on Jim Minor Road.
- 2. I move we approve the Resolution Fixing Date of September 8, 2020, for a Public Hearing on Question of Annexation Pursuant to G.S. 160A-31 for a 77 (+/-) acre site on Jim Minor Road.



# RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31 FOR TWO PARCELS ON JIM MINOR ROAD.

**WHEREAS,** a petition requesting annexation of an area described in said petition was received on June 2, 2020, by the Graham City Council; and

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

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

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

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

	Gerald R. Peterman, Mayor	
ATTEST:		
Darcy Sperry, City Clerk		

# RESOLUTION FIXING DATE OF SEPTEMBER 8, 2020 FOR A PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31 FOR A 77 ACRE LOT OFF JIM MINOR ROAD (AN2002)

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

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

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

- Section 1. A public hearing on the question of annexation of the area described herein will be held at the City Hall, 201 S. Main Street, Graham, NC or by teleconference at 6:00 pm on September 8, 2020.
- Section 2. The area proposed for annexation is described as follows:

A CERTAIN TRACT OF LAND SITUATED IN MELVILLE TOWNSHIP, ALAMANCE COUNTY, NORTH CAROLINA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING 3/4 INCH IRON PIPE ON THE NORTHERN MARGIN OF THE MAINTENANCE RIGHT OF WAY FOR N. JIM MINOR ROAD (SR #2135) AND BEING A SOUTHEAST CORNER OF HEREIN DESCRIBED, SAID EXISTING 3/4 INCH IRON PIPE ALSO BEING A SOUTHWESTERLY CORNER OF CHRISTOPHER A. MITSCHERLICH AS DESCRIBED RECORDED IN DEED BOOK 3937 PAGE 0089, THENCE WITH THE WESTERN LINE OF SAID CHRISTOPHER A. MITSCHERLICH AS DESCRIBED RECORDED IN DEED BOOK 3937 PAGE 0089 SOUTH 03 DEG. 26 MIN. 27 SEC. WEST DISTANCE BEING 31.28 FEET TO A POINT IN THE CENTERLINE OF NORTH JIM MINOR ROAD (STATE ROAD#2135) AND THE NORTHERN LINE OF FORMERLY RALPH SCOTT PROPERTY AS SHOWN RECORDED ON PLAR BOOK 15 PAGE 68 NORTH 86 DEG. 27 MIN. 08 SEC. WEST DISTANCE BEING 175.06 FEET TO A POINT IN THE CENTER OF SAID NORTH JIM MINOR ROAD, THENCE WITH AN EASTERN LINE OF GREGORY N BARKMAN AND MARTHA BARKMAN AS DESCRIBED IN DEED BOOK 801 PAGE 646 NORTH 03 DEG. 27 MIN. 57 SEC. EAST DISTANCE BEING 30.89 FEET TO AN EXISTING 1/2 INCH IRON PIPE, THENCE WITH THE SAME NORTH 03 DEG. 27 MIN. 57 SEC. EAST DISTANCE BEING 402.15 FEET TO AN EXISTING 1/2 INCH IRON PIPE, THENCE WITH A NORTHERN LINE OF THE SAME NORTH 86 DEG. 32 MIN. 57 SEC. WEST DISTANCE BEING 325.22 FEET TO AN EXISTING 1/2 INCH IRON PIPE, THENCE WITH A WESTERN LINE OF THE SAME SOUTH 03 DEG. 25 MIN. 57 SEC. WEST DISTANCE BEING 402.23 TO EXISTING 1/2 INCH IRON PIPE, ON THE AFORESAID NORTHERN MARGIN OF THE MAINTENANCE RIGHT OF WAY FOR N. JIM MINOR ROAD, THENCE WITH A WESTERN LINE OF THE SAME SOUTH 03 DEG. 25 MIN. 57 SEC. WEST DISTANCE BEING 30.25 FEET TO A POINT IN THE CENTERLINE OF NORTH JIM MINOR ROAD (STATE ROAD#2135) AND THE NORTHERN LINE OF FORMERLY RALPH SCOTT PROPERTY AS SHOWN RECORDED ON PLAR BOOK 15 PAGE 68, THENCE WITH THE NORTHERN LINE OF SAID PROPERTY FORMERLY OWNED BY RALPH SCOTT AS SHOWN RECORDED IN PLAT BOOK 15 PAGE 68 NORTH 86 DEG. 27 MIN. 08 SEC. WEST DISTANCE BEING 116.81 FEET TO A POINT IN THE CENTER OF SAID NORTH JIM MINOR ROAD, THENCE WITH THE SAME NORTH 84 DEG. 03 MIN. 37 SEC. WEST DISTANCE BEING 203.60 FEET TO A COMPUTED POINT, THENCE WITH THE SAME NORTH 82 DEG.

26 MIN. 18 SEC. WEST DISTANCE BEING 86.92 FEET TO A NAIL IN THE SOUTHERN EDGE OF PAVEMENT ON NORTH JIM MINOR ROAD, THENCE WITH A WESTERN LINE OF HEREIN DESCRIBED ALSO BEING THE WEST LINE OF MICHAEL AND CAROLYN WHITE AS DESCRIBED IN DEED BOOK 1035 PAGE 627 AND BEING THE EASTERN LINE OF ALAMANCE ACRES SUBDIVISION AS SHOWN RECORDED ON PLAT BOOK 74 PAGE 354 NORTH 13 DEG. 24 MIN. 20 SEC. EAST DISTANCE BEING 39.09 FEET TO AN EXISTING 1/2 INCH IRON PIPE ON THE NORTHERN 30 FOOT RIGHT OF WAY FOR AFORESAID NORTH JIM MINOR ROAD AS SHOWN RECORDED ON PLAT BOOK 74 PAGE 354, THENCE WITH THE SAME NORTH 13 DEG. 24 MIN. 20 SEC. EAST DISTANCE BEING 282.61 FEET TO AN EXISTING 1/2 INCH IRON PIPE BEING THE SOUTHEAST CORNER OF LOT 2 OF THE AFORESAID ALAMANCE ACRES SUBDIVISION, THENCE WITH THE SAME NORTH 13 DEG. 16 MIN. 35 SEC. EAST DISTANCE BEING 263.92 FEET TO AND EXISTING 1/2 INCH IRON PIPE BEING THE SOUTHEASTERN CORNER OF LOT 3 OF THE SAID ALAMANCE ACRES SUBDIVISION, THENCE WITH THE SAME NORTH 13 DEG. 18 MIN. 58 SEC. EAST DISTANCE BEING 309.15 FEET TO AN EXISTING 1/2 INCH IRON PIPE, THENCE WITH THE NORTH LINE OF SAID MICHAEL AND CAROLYN WHITE AS DESCRIBED IN DEED BOOK 1035 PAGE 627 AND BEING THE SOUTHERN LINE OF LOT 4 OF THE SAID ALAMANCE ACRES SUBDIVISION SOUTH 87 DEG. 07 MIN. 14 SEC. EAST DISTANCE BEING 10.05 FEET TO AN EXISTING 1/2 INCH IRON PIPE BEING THE SOUTHWEST CORNER OF SCOTT

ASSOCIATES AS DESCRIBED IN DEED BOOK 1044 PAGE 467, THENCE WITH THE EASTERN LINE SAID ALAMANCE ACRES SUBDIVISION AND A WESTERN LINE OF SCOTT ASSOCIATES AS DESCRIBED IN DEED BOOK 1044 PAGE 467 NORTH 13 DEG. 23 MIN. 39 SEC. EAST DISTANCE BEING 41.08 FEET TO AN EXISTING 1/2 INCH IRON PIPE, THENCE WITH THE SAME BEING A CURVE TO THE LEFT A CHORD BEARING OF NORTH 24 DEG. 19 MIN. 53 SEC. WEST CHORD DISTANCE BEING 952.95 FEET ARCLENGTH BEING 1,025.30 FEET AND HAVING A RADIUS OF 779.37 FEET TO A NEW IRON PIPE, THENCE WITH THE SAME NORTH 61 DEG. 59 MIN. 03 SEC. WEST DISTANCE BEING 70.09 FEET TO A NEW IRON PIPE, THENCE WITH THE SAME BEING A CURVE TO THE LEFT A CHORD BEARING OF SOUTH 76 DEG. 12 MIN. 07 SEC. WEST CHORD DISTANCE BEING 606.70 FEET ARC-LENGTH BEING 664.09 FEET AND HAVING A RADIUS OF 455.00 FEET TO A NEW IRON PIPE ON THE NORTHERN TERMINUS OF ATLAS DRIVE,

THENCE WITH THE EASTERN LINE OF LOT 11 OF THE SAID ALAMANCE ACRES NORTH 32 DEG. 21 MIN. 31 SEC. WEST DISTANCE BEING 743.90 FEET TO A PINCH TOP IRON PIPE IN THE SOUTHERN LINE OF JANET L. SCOTT AND OTHERS AS RECORDED IN DEED BOOK 323 PAGE 513 TRACT 1, SAID EXISTING PINCH TOP IRON PIPE ALSO HAVING 83 NORTH CAROLINA GRID COORDINATES OF N=835,570.3559 FEET AND E=1,896,696.1015 FEET, SAID PINCH TOP IRON ALSO BEING THE NORTHWESTERN MOST CORNER OF HEREIN DESCRIBED, THENCE WITH THE SOUTHERN LINE OF SAID JANET L. SCOTT AND OTHERS AS RECORDED IN DEED BOOK 323 PAGE 513 TRACT 1 AND AS SHOWN AS LOT 1 RECORDED IN PLAT BOOK 73 PAGE 135 NORTH 72 DEG. 59 MIN. 41 SEC. EAST DISTANCE BEING 1206.16 FEET TO AN EXISTING IRON PIPE ON THE TOP OF THE BANK FOR MILL CREEK, THENCE NORTH 72 DEG. 59 MIN. 41 SEC. EAST DISTANCE BEING 24.00 FEET TO THE CENTER OF SAID MILL CREEK, THENCE WITH THE CENTER OF MILL CREEK AND THE SOUTHERN LINE OF CARL A. WESTMAN AS DESCRIBED IN DEED BOOK 2976 PAGE 166 SOUTH THE FOLLOWING 27 CALLS:

1. SOUTH 33 DEG. 53 MIN. 04 SEC. EAST DISTANCE BEING 45.11 FEET,

THENCE WITH THE CENTER OF SAID MILL CREEK

2. SOUTH 55 DEG. 57 MIN. 33 SEC. EAST DISTANCE BEING 24.07 FEET,

THENCE WITH THE CENTER OF SAID MILL CREEK

3. NORTH 76 DEG. 48 MIN. 13 SEC. EAST DISTANCE BEING 130.48 FEET,

THENCE WITH THE CENTER OF SAID MILL CREEK

4. NORTH 66 DEG. 17 MIN. 28 SEC. EAST DISTANCE BEING 53.20 FEET,

THENCE WITH THE CENTER OF SAID MILL CREEK

5. NORTH 41 DEG. 59 MIN. 56 SEC. EAST DISTANCE BEING 38.01 FEET,

THENCE WITH THE CENTER OF SAID MILL CREEK

6. NORTH 59 DEG. 48 MIN. 51 SEC. EAST DISTANCE BEING 44.91 FEET,

THENCE WITH THE CENTER OF SAID MILL CREEK

7. NORTH 76 DEG. 32 MIN. 19 SEC. EAST DISTANCE BEING 35.56 FEET,

THENCE WITH THE CENTER OF SAID MILL CREEK

8. SOUTH 70 DEG. 10 MIN. 34 SEC. EAST DISTANCE BEING 44.07 FEET,

THENCE WITH THE CENTER OF SAID MILL CREEK

- 9. NORTH 85 DEG. 16 MIN. 13 SEC. EAST DISTANCE BEING 37.48 FEET,

  THENCE WITH THE CENTER OF SAID MILL CREEK
- 10. NORTH 50 DEG. 51 MIN. 30 SEC. EAST DISTANCE BEING 47.84 FEET,

  THENCE WITH THE CENTER OF SAID MILL CREEK
- 11. SOUTH 72 DEG. 12 MIN. 13 SEC. EAST DISTANCE BEING 28.85 FEET,
  THENCE WITH THE CENTER OF SAID MILL CREEK
- 12. SOUTH 28 DEG. 12 MIN. 08 SEC. EAST DISTANCE BEING 26.02 FEET,
  THENCE WITH THE CENTER OF SAID MILL CREEK
- 13. SOUTH 64 DEG. 22 MIN. 58 SEC. EAST DISTANCE BEING 29.18 FEET,
  THENCE WITH THE CENTER OF SAID MILL CREEK
- 14. SOUTH 82 DEG. 58 MIN. 28 SEC. EAST DISTANCE BEING 77.81 FEET,
  THENCE WITH THE CENTER OF SAID MILL CREEK
- 15. SOUTH 54 DEG. 00 MIN. 59 SEC. EAST DISTANCE BEING 27.61 FEET,
  THENCE WITH THE CENTER OF SAID MILL CREEK
- 16. SOUTH 31 DEG. 08 MIN. 07 SEC. WEST DISTANCE BEING 36.79 FEET,
  THENCE WITH THE CENTER OF SAID MILL CREEK
- 17. SOUTH 17 DEG. 23 MIN. 16 SEC. WEST DISTANCE BEING 24.12 FEET,
  THENCE WITH THE CENTER OF SAID MILL CREEK
- 18. SOUTH 36 DEG. 34 MIN. 02 SEC. EAST DISTANCE BEING 29.60 FEET,
  THENCE WITH THE CENTER OF SAID MILL CREEK
- 19. NORTH 72 DEG. 03 MIN. 37 SEC. EAST DISTANCE BEING 35.84 FEET,
  THENCE WITH THE CENTER OF SAID MILL CREEK
- 20. SOUTH 81 DEG. 37 MIN. 23 SEC. EAST DISTANCE BEING 57.59 FEET,
  THENCE WITH THE CENTER OF SAID MILL CREEK
- 21. SOUTH 88 DEG. 43 MIN. 16 SEC. EAST DISTANCE BEING 14.97 FEET,
  THENCE WITH THE CENTER OF SAID MILL CREEK
- 22. SOUTH 04 DEG. 53 MIN. 15 SEC. EAST DISTANCE BEING 54.10 FEET,
  THENCE WITH THE CENTER OF SAID MILL CREEK

23. SOUTH 33 DEG. 19 MIN. 54 SEC. EAST DISTANCE BEING 31.05 FEET,

THENCE WITH THE CENTER OF SAID MILL CREEK

24. SOUTH 80 DEG. 44 MIN. 54 SEC. EAST DISTANCE BEING 23.36 FEET,

THENCE WITH THE CENTER OF SAID MILL CREEK

25. SOUTH 42 DEG. 50 MIN. 06 SEC. EAST DISTANCE BEING 17.97 FEET,

THENCE WITH THE CENTER OF SAID MILL CREEK

26. NORTH 87 DEG. 54 MIN. 46 SEC. EAST DISTANCE BEING 152.20 FEET,

THENCE WITH THE CENTER OF SAID MILL CREEK

27. SOUTH 85 DEG. 45 MIN. 40 SEC. EAST DISTANCE BEING 22.11 FEET,

THENCE WITH THE SOUTHERN LINE OF SAID CARL A. WESTMAN AND LEAVING THE AFORESAID MILL CREEK SOUTH 49 DEG. 54 MIN. 10 SEC. EAST DISTANCE BEING 505.10 FEET TO AN EXISTING IRON PIPE, THENCE WITH THE SAME SOUTH 49 DEG. 54 MIN. 10 SEC. EAST DISTANCE BEING 461.68 FEET TO A REBAR IN CONCRETE, THENCE WITH A NORTHER LINE OF EDWARD A. FRESHWATER AND WIFE IVA FRESHWATER AS DESCRIBED IN DEED BOOK 3563 PAGE 388 SOUTH 74 DEG. 12 MIN. 04 SEC. WEST DISTANCE BEING 50.36 FEET TO AN EXISTING IRON PIPE, THENCE WITH THE SAME SOUTH 74 DEG. 12 MIN. 04 SEC. WEST DISTANCE BEING 433.94 FEET TO AN EXISTING REBAR IN CONCRETE, THENCE WITH A WESTERN LINE OF THE SAME SOUTH 03 DEG. 27 MIN. 56 SEC. WEST DISTANCE BEING 930.51 FEET TO AN EXISTING 1/2 INCH IRON PIPE, THENCE WITH THE SAME SOUTH 03 DEG. 26 MIN. 55 SEC. WEST DISTANCE BEING 290.49 FEET TO AN EXISTING 1/2 INCH IRON PIPE, THENCE WITH THE WESTERN LINE OF RUTH A. FRESHWATER AS DESCRIBED IN DEED BOOK 989 PAGE 370 SOUTH 03 DEG. 26 MIN. 11 SEC. WEST DISTANCE BEING 130.12 FEET TO AN EXISTING 3/4 INCH IRON PIPE, THENCE WITH A NORTHER LINE OF CHRISTOPHER A. MITSCHERLICH AS DESCRIBED RECORDED IN DEED BOOK 3937 PAGE 0089 NORTH 86 DEG. 32 MIN. 06 SEC. WEST DISTANCE BEING 149.94 FEET TO AN EXISTING 1/2 INCH IRON PIPE, THENCE WITH THE WESTERN LINE OF SAID CHRISTOPHER A. MITSCHERLICH SOUTH 03 DEG. 26 MIN. 27 SEC. WEST DISTANCE BEING 439.64 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 77.25 ACRES MORE OR LESS.

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

eterman, Mayor

Adopted this the 11<sup>th</sup> day of August, 2020.



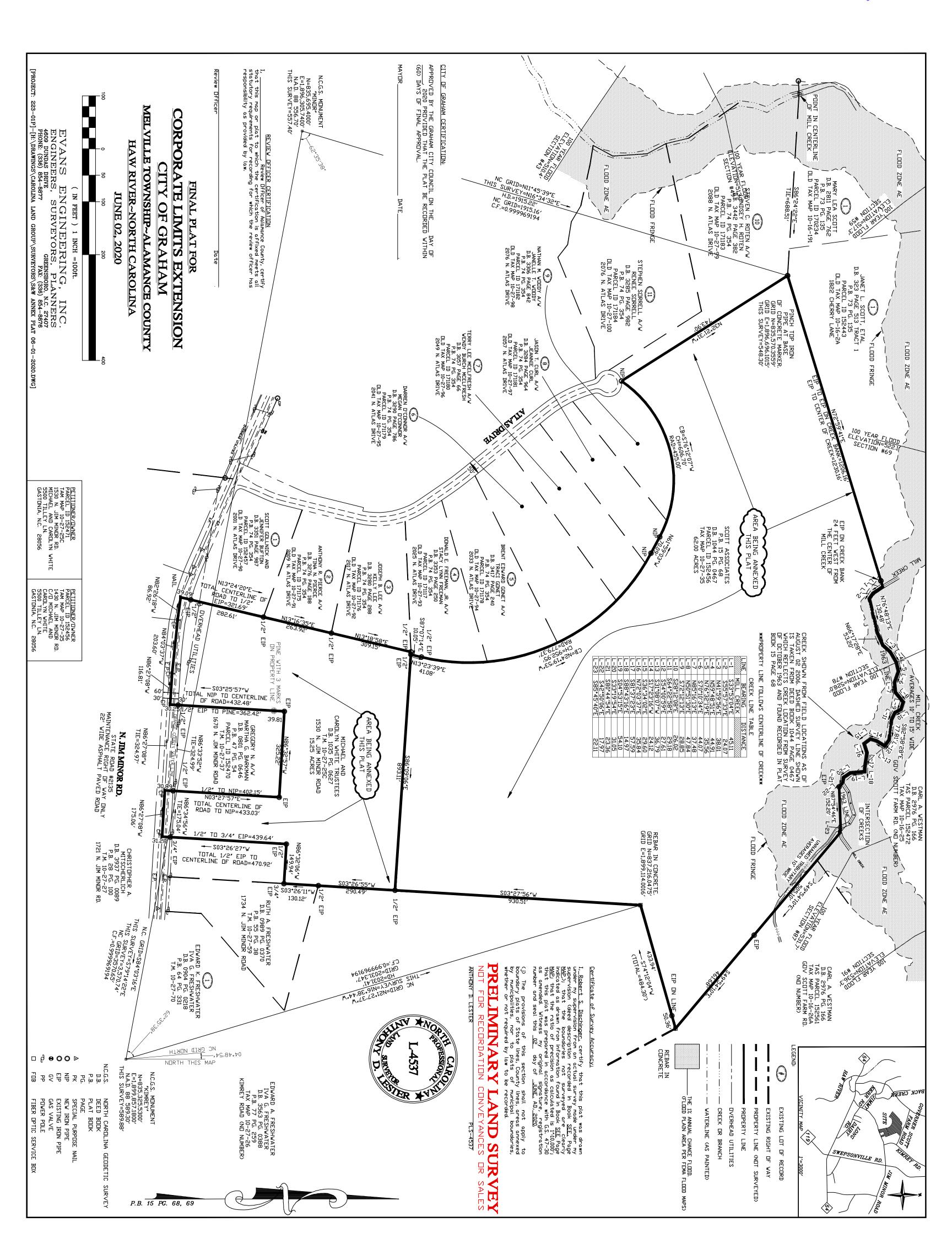
# Petition for ANNEXATION

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

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

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

2. The area to be annexed is as follows:	inon contiguous to the City of C			territory are
General description of area	a to be annexed			
77.08 Acpes ON	I NORTH JIM MINDRE READ BETWEEN	ATLAS D	RIVE & KIMPEY	ROAD
Attach the following:				
☐ Annexation Plat − 1 pa	per copy, 2 mylars and 1 pdf. In addition to standard pla			
		ı ıntormati	on, also include tax map r	numbers of
☐ Metes and Bounds Des	scription – 1 paper and 1 digital copy			
	zoning vested rights acquired pursuant to G.S. 160A-385. We further acknowledge that failure to doclare such sixty.			
of vested rights previously a	acquired for the property. (If zoning vested rights are cla	ts on this p imed, indic	etition shall result in a ter ate yes below and attach	
of vested rights previously a	acquired for the property. (If zoning vested rights are cla	ts on this p ilmed, indic	etition shall result in a ter ate yes below and attach Signature	mination proof.)
of vested rights previously a  Name  CAROUAL WHITE TRUSTEE	acquired for the property. (If zoning vested rights are cla	ts on this p imed, indic	etition shall result in a ter ate yes below and attach	mination proof.)  8:24an By 1972( Mile White STREET PRAFFICE AREA 238
of vested rights previously a	acquired for the property. (If zoning vested rights are cla	ts on this p imed, indic	etition shall result in a ter ate yes below and attach Signature	*mination proof.) 8÷24••••••••••••••••••••••••••••••••••••
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# CERTIFICATE OF SUFFICIENCY FOR A 77 ACRE AREA OFF JIM MINOR ROAD GPIN# 8893856817and 8893762882 (AN2002)

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

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

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Graham, this the  $5^{th}$  day of August, 2020.

Darcy L. Sperry, Cit

SEAL

# PLANNING ZONING BOARD Tuesday, July 21, 2020

The Planning & Zoning Board held their regular meeting on Tuesday, July 21, 2020 as an Online Zoom Meeting at 7:00 p.m. Board members present were Dean Ward, Nate Perry, Eric Crissman, Bobby Chin, and Tony Bailey, and Michael Benesch joined later in the evening. New members Bobby Chin and Tony Bailey were sworn in by City Clerk Darcy Sperry on Thursday, 7/16/2020 and Friday, 7/17/2020 respectively. Staff members present were Nathan Page and Jeff Wilson. Chairman Ward called the meeting to order, gave the Overview of the Board, and general meeting rules.

1. Approval of the June 16, 2020 minutes. A motion was made to approve the minutes by Nate Perry, seconded by Dean Ward. As Tony Bailey and Bobby Chin were not present for the meeting, they abstained from voting. Ward and Perry voted to approve, but as Eric Crissman's connection went out, the vote failed to carry.

# 2. Old Business

a. CR2002 Riley's Meadow. Application by Tony Tate for initiation of zoning for 77 acres off Jim Minor Road. GPINS 8893762882 and 8893856817. Nathan Page presented the project to the board. This is 77 acres with 400 units purposed, townhomes and single family homes. Tony Tate, 3120A Timberline Drive, Mebane, the site Landscape Architect gave an overview of his project, and volunteered a 6' PVC privacy fence along the border of all of the homes on Atlas Drive. Kirby LaForce, developer, of 341 Kilmayne Drive, Suite 201, Cary, described other developments he is involved in. The following people spoke against the rezoning, citing traffic concerns and density.

Patty Allen	265 W Shannon Drive
Brent Gonet	2033 Atlas Drive
Nathan Woody	2065 Atlas Drive
Don Freeman	2025 Atlas Drive
Scott Gollnick	2001 Atlas Drive
Janelle Woody	2065 Atlas Drive
Lindsey Rotten	2088 Atlas Drive
Anthony Pierce	2009 Atlas Drive

The following people spoke in favor of the rezoning, citing the lack of housing on the market in Graham, as well as the previous development plans for this parcel

Alice Ray 1879 Jimmie Kerr Road Michael White 5500 Tilley Lane, Gastonia

The board members had questions for Mr. Tate and then had a discussion between themselves. Items discussed included a reduction in density, a planting buffer for the existing homes, and pedestrian amenities around, internal, and to connect to the park.

Eric Crissman made a motion to recommend approval as presented, seconded by Nate Perry. Chair Ward polled the Board and Mr. Bailey, Mr. Crissman, and Mr. Perry voted to approve. Chair Ward and Mr. Chin voted to deny. The motion carried 3 to 2.

b. S2002 Riley's Meadow. Application by Tony Tate for subdivision for 77 acres off Jim Minor Road. GPINS 8893762882 and 8893856817. Due to the similarity to the project to the previous item, after limited discussion, Eric Crissman proceeded with a motion to approve as presented, with the condition of an added turn lane, with applicable strategies from the Comprehensive Plan of 3.2.3, 3.2.4, 4.2.1, and 4.3.1. Nate Perry seconded. Chair Ward polled the Board and Mr. Bailey, Mr. Crissman, and Mr. Perry voted to approve. Chair Ward and Mr. Chin voted to deny. The motion carried 3 to 2.

Nate Perry made a motion to approve the minutes of the June 16, 2020 minutes, seconded by Dean Ward. Chair Ward voted to approve, Nate Perry voted to approve, Eric Crissman voted to approve. Tony Bailey and Bobby Chain abstained as they were not members of the board at that time. The motion carried and the minutes were approved.

## 3. New Business

- a. Planning Board Meeting Times and Fees. Nathan Page gave a refresher of the change in regulation approved by the City Council which gave the Planning Board the authority to choose their meeting time. The Planning Board consented to keep their meeting at the same time. Mr. Page discussed the additional expense due to the dual paper mailing requirements. The Planning Board requested Mr. Page refresh the spreadsheet of neighboring jurisdiction's fees and bring the item before them next month.
- b. 160D. Mr. Page discussed the upcoming 160D rewrite of the Development Ordinance, and that portions of the same would be coming before the Planning Board over the next few months in an attempt to get the regulations adopted and in place ahead of the NC General Assembly (NCGA) mandated deadline.
- 4. Public comment on non-agenda items.
  - a. Patty Allen, 265 W Shannon Drive spoke against illegal trespassing.
  - b. Brent Gonet, 2033 Atlas Drive spoke against a trail along his property line.
  - c. Anthony Pierce, 2009 Atlas Drive requested information about forced-annexations. Mr. Page assured Mr. Pierce that the City of Graham is not interested in forced annexations, as well as the updated stricter standard applied by the NCGA.

Chair Ward requested that the 10.249 Open Space Subdivisions be added to the agenda for next month. Chair Ward also expressed gratitude for the service that Bonnie Blalock and Rachel McIntyre provided for the board.

Eric Crissman made a motion to adjourn, Chair Ward seconded. All voted Aye.

No further business the meeting was adjourned at 9:30 PM.

Respectfully Submitted, Nathan Page



Riley's Meadow (CR2002)

Type of Request: Conditional Rezoning

**Meeting Dates** 

Planning Board on June 16, 2020 City Council on July 14, 2020

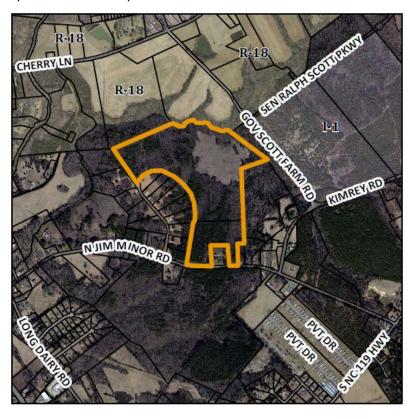
#### **Contact Information**

Tony Tate, TMTLA Associates 5011 Southpark Drive, Suite 200, Durham NC 27713; 919-484-8880 tony@tmtla.com

# **Summary**

This is a request to initiate zoning upon the subject property as Conditional Residential. The proposed use of the property is for 393 dwelling units, with a mixture of townhomes and single family detached units. While the site is within the identified NCCP, the location of the park and the existing residential density on Atlas Drive suggest that this location may be better served by residences than an industrial complex.

Open space has been provided internal to the site, as well as to protect the wetlands and streams upon the site. This development is across the street from the Graham Regional Park, which has recently opened the second phase.



# Location

Jim Minor Road

# **GPIN**

8893762882, 8893856871

## **Current Zoning**

unzoned

### **Proposed Zoning**

Conditional Residential (CR)

# **Overlay District**

none

## **Surrounding Zoning**

unzoned, R-18, I-1

# **Surrounding Land Uses**

Single Family, Under Cultivation, Vacant, Distribution, City Park

# Size

Approximately 77 acres

#### **Public Water & Sewer**

To Be Extended by Developer

#### Floodplain

Yes

# **Staff Recommendation**

Approval

### **Technical Review Committee**

The Technical Review Committee reviewed the application and provided comments to the applicant via the Planning Director. As of the publishing of this agenda packet, the applicant had not responded to the comments. There are substantial required revisions to the plans, which may result in the loss of a few units for stormwater control, but would not require a new roadway be constructed.

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

### **Applicable Policies;**

- 3.2.4 Greenway System. Promote a greenway system that links together the City's recreational resources and provides connections to commercial, employment, and residential areas. Greenways along stream buffers should be prioritized in order to protect the stream watershed. This neighborhood is across Jim Minor Road from our largest park, and could include a crosswalk to the park, if it is an amenity the City Council desires.
- 3.3.2 Focused Development. In order to maintain Graham's affordability and promote growth, the city will facilitate smart growth development by promoting infill development and focused, walkable, and mixed use built environments. The Graham 2035 Comprehensive Plan expects a continuation of the Interchange Regional Node to develop within the half-mile walkable radius of this neighborhood.
- **5.1.1 Housing Variety.** Encourage a mix of housing types within Graham to increase choice. These can include single family dwellings units, multifamily dwelling units, small units, pre-fabricated homes, co-housing and clustered housing. This project would construct additional townhomes, as well as single-family-detached to increase housing choice in Graham.
- **5.2.1 Diverse Neighborhoods.** Encourage a mix of housing types within Graham, including detached, duplex, multifamily, townhomes, and live-work units. *The proposed zoning would allow for both townhomes and single-family-detached in the same neighborhood.*

### **Applicable Strategies;**

- 1.1.2 Design Guidelines. Develop commercial and residential site design guidelines that enhance community character and appearance, to be used with special use permits and conditional rezoning applications. While the City doesn't have design guidelines, they could be required as a condition of approval.
- **4.2.1 Greenways.** Continue to develop a greenway system that links together the City's recreational resources. *This neighborhood has the potential to have easy access to Graham's largest park.*
- **4.3.1 Land Use Patterns.** Promote development of efficient land use patterns to allow continued quality and efficiency of water systems. Discourage the extension of water service into areas that

### **Planning Type**

**Employment District** 

### **Development Type**

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

are not most suitable for development. *The site would connect to existing city sewer and water with only a short extension.* 

### **Staff Recommendation**

Based on *The Graham 2035 Comprehensive Plan* and the *City of Graham Development Ordinance*, staff recommends **approval** of the rezoning. The following supports this recommendation:

• Rezoning the property would be in consistence with Policy 3.2.4, 5.2.1, and Strategy 4.3.1 of *The Graham 2035 Comprehensive Plan*.



# Application for REZONING or CONDITIONAL REZONING

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

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

Site	<b>Proposed Rezoning or Conditional Rezon</b>
Street Address: 1430 \$ 1530 N. Jim MINOR PD.	Proposed Zoning District(s):
Tax Map#: 152471 GPIN: 8893762882	$\square$ R-7 $\square$ R-9 $\square$ R-12 $\square$ R-15 $\square$ R-18 $\square$ R-MF $\square$ R-G $\square$ C-MYR
Current Zoning District(s): ALAMANCE CO.	
☐ R-7 ☐ R-9 ☐ R-12 ☐ R-15 ☐ R-18	
R-MF R-G C-R C-MXR	☐ O-I ☐ C-O-I ☐ I-1 ☐ I-2 ☐ C-I
□ B-1 □ B-2 □ B-3 □ C-B □ C-MXC	Describe the purpose of this rezoning request. For Condi
□ O-I □ C-O-I □ I-1 □ I-2 □ C-I	Rezonings, also specify the actual use(s) intended for the
Overlay District, if applicable:	property (from Sec. 10.135 Table of Permitted Uses) along with other descriptive as partially in the second
☐ Historic ☐ S Main St/Hwy 87 ☐ E Harden St/Hwy 54	with other descriptive or pertinent information, such as number of dwelling units, type of multifamily developme
Current Use: VA CALIT	square footage and number of buildings:
Total Site Acres:	CONTRACTOR OF A STATE OF A
mighter & chrowal with TE TRIKTEE	CONSTIQUENCY A PESIDONTIAL
Property Owner: SCORT ASSOCIATES	NEVEHBOYZHOOD CONSISTING OF SINGI
Mailing Address: 5500 TILEY LANE	CONSTRUCTION OF A RESIDENTIAL NEVEHBORHOOD CONSISTING OF SINGI FARMILY LOTS AND TOWN HOMES. THE NEVEHBORHOOD SHALL CONTAIN
City, State, Zip: GASTONIA, NC 28056	THE NEVEMBORHOOD SHAW CONTAIN
V	approximately 393 total units.
Applicant	
Property Owner Other LANDSOPE APONTEG	
Application for Conditional Rezoning may only be initiated by the	
owner of a legal interest in all affected property, any person having	
an interest in the property by reason of written contract with owner,	'
or an agent authorized in writing to act on the owner's behalf. If the	Ξ.
applicant for Conditional Rezoning is other than the Property Owner,	
documentation in compliance with the preceding statement must be provided in order for this application to be complete.	a to the second
- A A A - A	
Name: TMTLA ASSOCIATES	
Mailing Address: 5011 SOUTH PAPE DR. SUTTE 200	
City, State, Zip: DURHAM, NC 27713	For Conditional Rezonings, this application must be
Phone # (919) 484. 8880	accompanied by a Preliminary Site Plan and supporting information specifying the actual use(s) and any rules,
	regulations or conditions that, in addition to predetermine
Email: Tony eTMTLA. Com	ordinance requirements, will govern the development and
have completed this application truthfully and to the best of	use of the property.
my ability.	Site Plan Review Application must be attached to this
5.20.20	application for Conditional Rezonings
Signature of Applicant Date	Office Use Only. DEVID#
Carolyn Scott White Whit	PM CDT

## Riley's Meadow PRELIMINARY SUBDIVISION PLAN

MELVILLE TOWNSHIP, GRAHAM, NORTH CAROLINA

#### SUBMITTALS

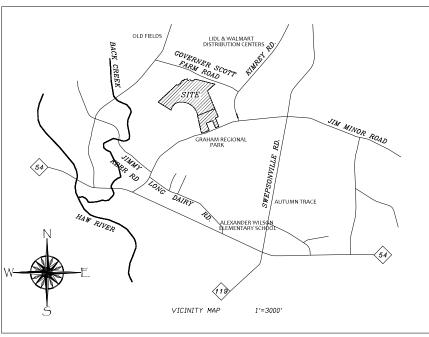
FIRST SUBMITTAL 5/25/2020 SECOND SUBMITTAL \_\_\_ 6/12/2020 THIRD SUBMITTAL \_\_ 6/18/2020

developer: CAROLINA LAND GROUP 341 Kilmayne Drive, Suite 201 Cary, North Carolina 27511 (704) 608-3085

landscape architect: TMTLA Associates 5011 Southpark Drive, Ste. 200 Durham, North Carolina 27713 (919) 484-8880

civil engineer: B&F Consulting Engineering 2805 Tobermory Lane Raleigh, NC 27606 919-618-0180

Evans Engineering 4609 Dundas Drive Greensboro, NC 27407 (336) 854-8877



### INDEX

COVER SHEET	
PRELIMINARY SITE PLAN	MP-
DETAILS	MP-2
PRELİMİNARY UTİLİTY PLAN	_ C-
WATERLINE EXHIBIT	C <b>-</b> ′







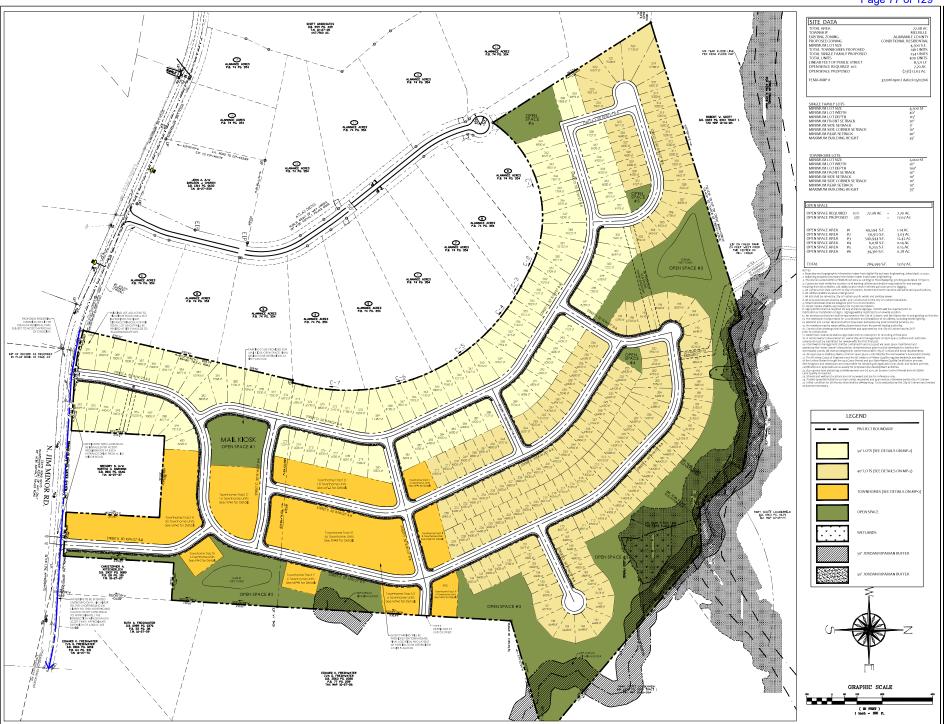






**COVER** 

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В& CONSULTING 2805 Tobermory Lane Raleigh, NC 27606 Phone No. (919) 618-0180 License No. C-2149

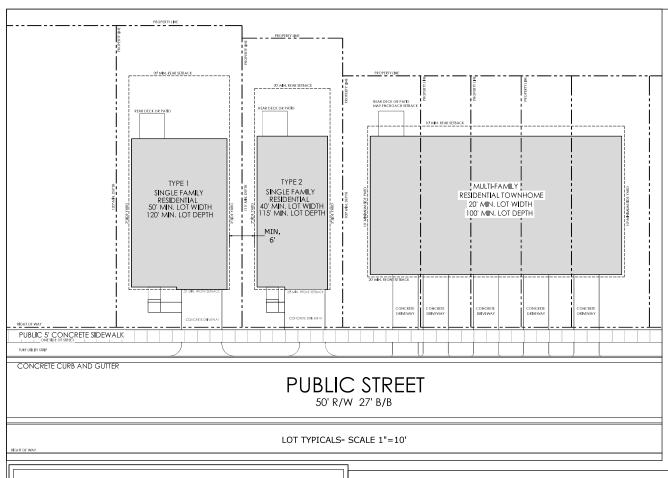


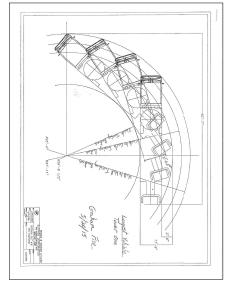
PRELIMINARY/MASTER PLAN
RIJEY'S MEDDOW
JM MINOR ROAD, GRAHAM, NC
CAROLINA, LAND GRADIT, CAR'N NC

SCALE: 1"=100" DRAWN BY: CDR PROJECT #

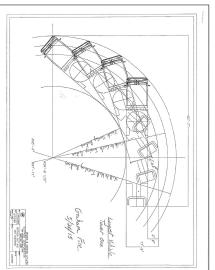
19190 DATE: 6/12/2020

MP-1



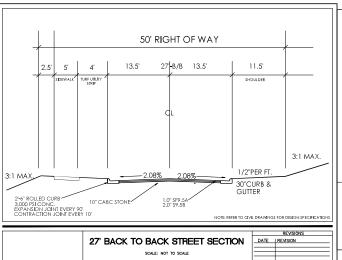


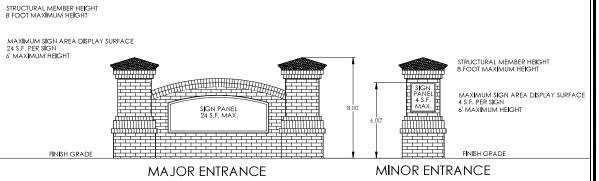
TYPICAL FIRE APPARATUS TURNING RADIUS-TO BE MET AT ALL APPLICABLE INTERSECTIONS.





CONSULTING





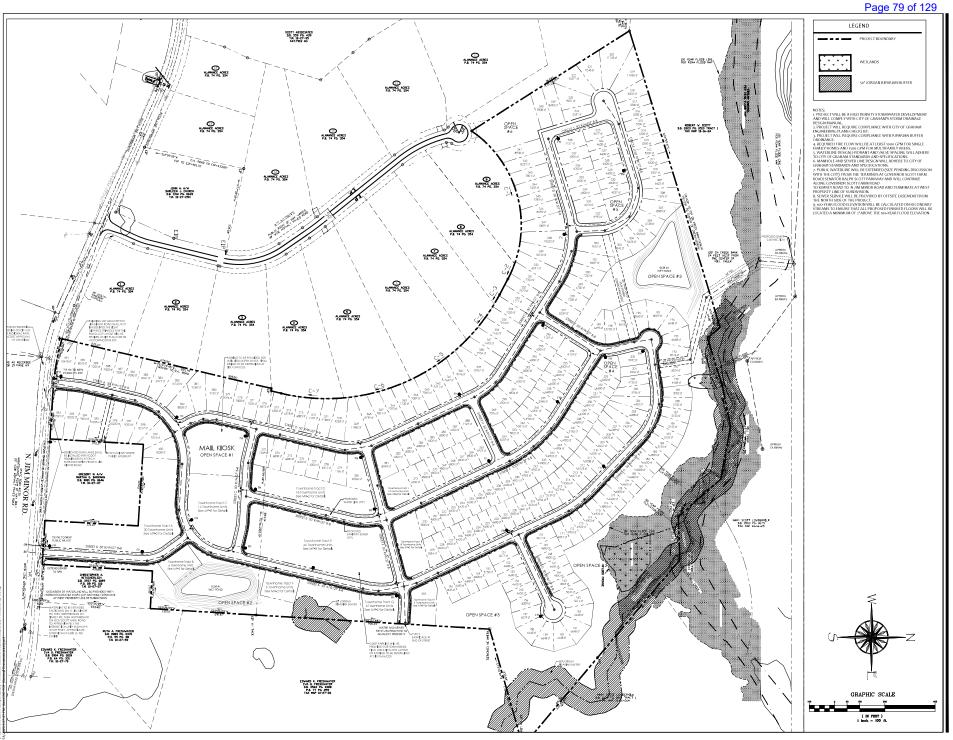
FREESTANDING RESIDENTIAL DEVELOPMENT IDENTIFICATION SIGNAGE

DETAILS
RIJEY'S MECICOW
JIM MINOR ROAD, GRAHAM, NC
CAROLINA LAND GROUP, CARY,

SCALE: 1"=100' DRAWN BY:

CDR PROJECT # 19190 DATE: 6/12/2020

MP-2











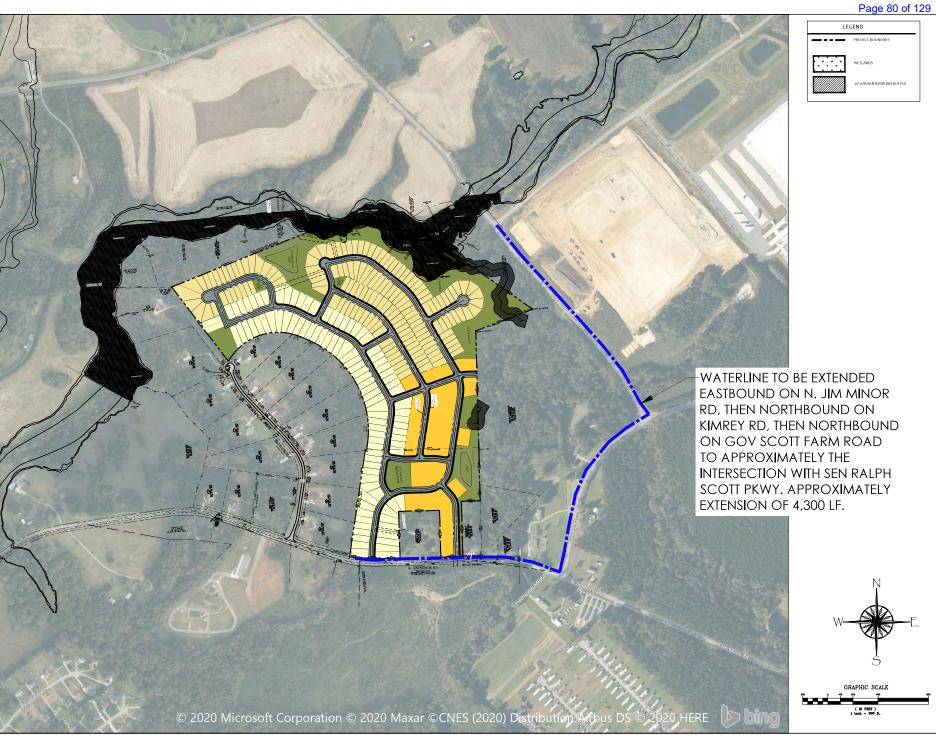
CONSULTING
2805 Tobermory Lane
Releigh, NC 276006
Phone No. (919) 618-0180
License No. C-2149







C-1

















### PLANNING BOARD Recommendation & Statement of Consistency

Per NCGS 160A-383, zoning regulations shall be made in accordance with an adopted comprehensive plan and any other officially adopted plan that is applicable. The Planning Board shall advise and comment on whether the proposed amendment is consistent with "The Graham 2035 Comprehensive Plan" and any other officially adopted plan that is applicable. The Planning Board shall provide a written recommendation to the City Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with "The Graham 2035 Comprehensive Plan" shall not preclude consideration or approval of the proposed amendment by the City Council.

Riley's Meadow (CR2002)

**Type of Request** 

**Conditional Rezoning** 

**Meeting Dates** 

Planning Board on 6/16, 7/21/20 City Council on 7/14, 8/11/20

I move to recommend APPROVAL of the application as presented.
<ul> <li>I move to recommend APPROVAL with the following conditions:</li> <li>A pedestrian crossing to the City's park be provided across Jim Minor Road.</li> <li>Sewer, with sufficient depth to serve 10' in on the South side of the road through gravity, is provided at one of the two street stubs, but is not necessary along the street frontage of Jim Minor Road.</li> <li>A waterline connection is installed across Jim Minor Road, but is not required to be carried along the street frontage of the property.</li> </ul>
I move to <b>recommend DENIAL</b> .
<ul> <li>☐ The application is consistent with The Graham 2035 Comprehensive Plan.</li> <li>☐ The application is not fully consistent with The Graham 2035 Comprehensive Plan.</li> </ul>
The action is reasonable and in the public interest for the following reasons:
This report reflects the recommendation of the Planning Board, this the 21st day of July, 2020.
Attest:  Dece Dad
Dean Ward, Planning Board Chairman
Nother Page Planning Director
Nathan Page, Planning Director



Riley's Meadow (S2002)

Type of Request: Major Subdivision

**Meeting Dates** 

Planning Board on June 16, 2020 City Council on July 14, 2020, August 11, 2020

### **Contact Information**

Tony Tate, TMTLA Associates 5011 Southpark Drive, Suite 200, Durham NC 27713; 919-484-8880 tony@tmtla.com

### **Summary**

This is a request to subdivide the approximately 77 acres of the subject property for up to 393 residential lots. The properties are currently vacant.



### **Location**

Wildwood Lane and Parham Drive

### **GPIN**

8893762882 and 8893856871

### **Zoning**

unzoned

### **Overlay District**

none

### **Surrounding Zoning**

R-18, unzoned

### **Surrounding Land Uses**

Single Family, Park, Industrial, and Vacant

#### Size

Approximately 77 acres

### **Public Water & Sewer**

In the vicinity

### **Floodplain**

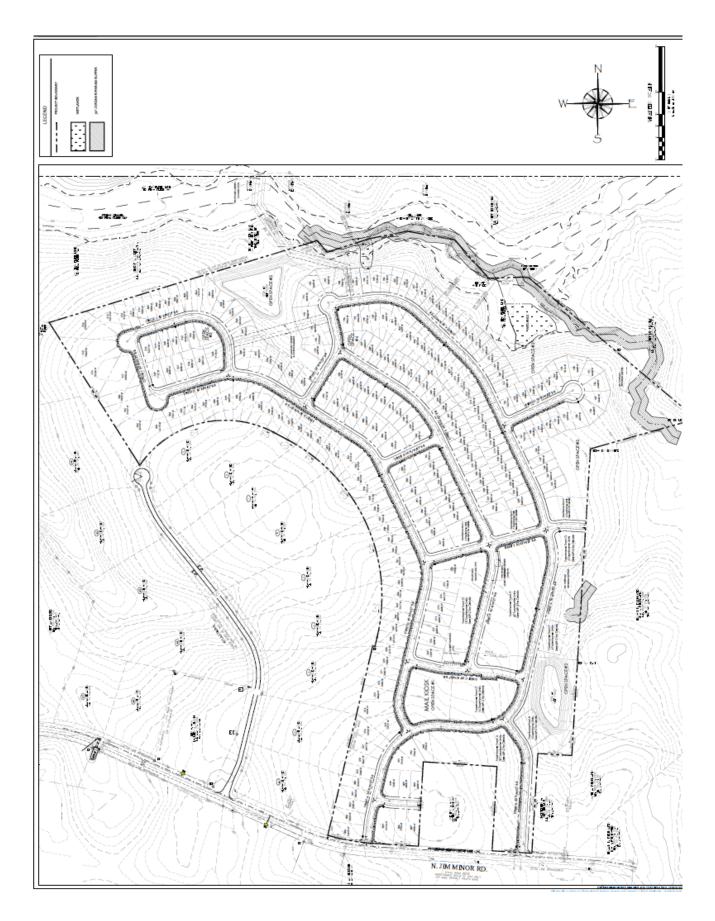
Yes

### **Staff Recommendation**

Approval

### **Technical Review Committee**

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



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

### **Applicable Strategies and Policies**

- Policy 3.2.3 Fewer Dead-end Streets Discourage or prohibit the development of cul-de-sacs and dead-end streets in new projects. This proposal permits redundant access to all but a few lots.
- Policy 3.2.4 Greenway System Promote a greenway system that links together the City's recreational resources and provides connections to commercial, employment, and residential areas. Greenways along stream buffers should be prioritized in order to protect the stream watershed. This parcel contains land that a pedestrian easement will be required as a condition of TRC approval to connect to the NCCP, and eventually the Haw River Trail.
- Strategy 4.2.1 Greenways Continue to develop a greenway system that links together the City's recreational resources. Alamance County Parks and Recreation is attempting to link many of these neighborhoods with the Haw River Trail.

### **Development Type** Employment District

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

Appropriate Density: 6 dwelling units per acre

**Policy 4.3.1 Land Use Patterns** Promote development of efficient land use patterns to allow continued quality and efficiency of water systems. Discourage the extension of water service into areas that are not most suitable for development. *This proposal keeps almost all of the development out of the floodplains, and will bring water and sewer infrastructure close to the City of Graham's park.* 

#### Staff Recommendation

Based on *The Graham 2035 Comprehensive Plan* and the *City of Graham Development Ordinance*, staff **recommends approval of the subdivision.** 

The following supports this recommendation:

Allowing a subdivision in this location removes households from the potential harm from floodways (Policy 4.3.1), and protects greenspace (3.2.4) and promotes a greenway trail system (4.2.1).



## Application for SUBDIVISION

### **RECEIVED**

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

MAY 2 5 2929

PLANNING DEP www.cityofgraham.com

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

Site	Proposed Subdivision	
General description of subdivision location, using nearest streets, streams or other identifiable features:	Subdivision Name: _ RILEY'S MEADOW	
of early of early definition of early and the early ea	Type of Application:  Preliminary Plat, Major Subdivision  Final Plat*, Major Subdivision  Final Plat*, Minor Subdivision  Final Plat*, Minor Subdivision  *By signing this application, I authorize the City of Graham to record the Final Plat.	
152456 6893762882	Number of Lots: Total Acreage:	
Tax Map#: 152 471 GPIN: 8893 85 6871	Related Development (if any):	
Current Zoning District(s): KAMANCE G.  Overlay District, if applicable:	Subdivision Maps	
Historic S Main St/Hwy 87 E Harden St/Hwy 54  Property Owner: SCOTT ASSOCIATES  Mailing Address: 5500 Truey Unit  City, State, Zip: GASTON A. N.C. 28056	This application must be accompanied by a subdivision map, which may include one or more sheets to provide sufficient detail for review. See the back of this application for a checklist of items that should be shown on the subdivision map, as applicable. The following copies of the subdivision map are required to be submitted with this application:	
Phone #	For Major Subdivision Preliminary Plan, 4 paper copies and an electronic pdf	
Applicant and Project Contact  Name: TMTLA ASSOCIATES	For Major Subdivision Final Plats, an electronic pdf for preliminary review, then 2 Mylar and 2 paper copies	
Property Owner Engineer/Surveyor Other LANDSCAPE APAINTECT	For Minor Subdivision Final Plats, an electronic pdf for preliminary review, then 2 Mylar and 1 paper copy	
	Other Requirements	
Mailing Address: 501 SOUTHPAPE ORIVE, SUITE 200 City, State, Zip: DURHAM NC 27713	NCDOT Driveway Permit, if a new or relocated driveway is proposed on a NCDOT road, or for existing driveways if the use of the property is changing	
Phone # (919) 484.8880 Email: TONY ETMTLA. GM	NCDOT 3-Party Encroachment Agreement, if things such as a sidewalk or utility connection are proposed in the right-of-way	
I certify that all information furnished is true to the best of	Flood Elevation Certificate, if there is Special Flood Hazard Area near the development	
my knowledge.	Floodplain Development Permit, if development is proposed in a Special Flood Hazard Area	
Signature of Applicant Date	Stormwater Permit, if one or more acres is disturbed	
Submit SUBDIVISION MAPS with this application	Erosion Control Permit from the NC Dept. of Environment and Natural Resources if the land disturbing activity exceeds one acre	
	FOR OFFICE USE ONLY	
	DEVID# 5200 2 Fee \$	



### PLANNING BOARD Recommendation & Statement of Consistency

Per NCGS 160A-383, zoning regulations shall be made in accordance with an adopted comprehensive plan and any other officially adopted plan that is applicable. The Planning Board shall advise and comment on whether the proposed amendment is consistent with "The Graham 2035 Comprehensive Plan" and any other officially adopted plan that is applicable. The Planning Board shall provide a written recommendation to the City Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with "The Graham 2035 Comprehensive Plan" shall not preclude consideration or approval of the proposed amendment by the City Council.

Riley's Meadow (S2002)

Type of Request
Major Subdivision

**Meeting Dates** 

Planning Board on 6/16, 7/21/20 City Council on 7/14, 8/11/20

I move to <b>recommend APPROVAL</b> of the application as presented.
<ul><li>I move to recommend APPROVAL with the following condition(s);</li><li>[Insert additional comments]</li></ul>
I move to recommend DENIAL.
The application <b>is consistent</b> with <i>The Graham 2035 Comprehensive Plan</i> .
The application is not fully consistent with <i>The Graham 2035 Comprehensive Plan.</i>
The action is reasonable and in the public interest for the following reasons:  Strategy 3.2.3, 3.2.4, 4.2.1, and 4.3.1 of the  Graham 2035 Comprehensive Plan
This report reflects the recommendation of the Planning Board, this the 21st day of July 2020.
Attest:
Dean Ward, Planning Board Chairman
non Pere
Nathan Page, Planning Director



## **City Council Decision & Statement of Consistency**

Per NCGS 160A-383, zoning regulations shall be made in accordance with an adopted comprehensive plan and any other officially adopted plan that is applicable. When adopting or rejecting any zoning amendment, the City Council shall also approve a statement describing whether its action is consistent with the "The Graham 2035 Comprehensive Plan" and briefly explaining why the City Council considers the action taken to be reasonable and in the public interest. The Planning Board shall provide a written recommendation to the City Council, but a comment by the Planning Board that a proposed amendment is inconsistent with the "The Graham 2035 Comprehensive Plan" shall not preclude consideration or approval of the proposed amendment by the City Council.

Riley's Meadow (S2002)

**Type of Request** 

Major Subdivision

**Meeting Dates** 

Planning Board on 6/16, 7/21/20 City Council on 7/14, 8/11/20

Choose one
☐ I move that the application be <b>APPROVED</b> .
<ul><li>I move to recommend APPROVAL with the following condition(s);</li><li>[Insert additional conditions]</li></ul>
I move that the application be <b>DENIED</b> .
Choose one
The application <b>is consistent</b> with <i>The Graham 2035 Comprehensive Plan</i> .
The application is not fully consistent with <i>The Graham 2035 Comprehensive Plan</i> .
State reasons
This action is reasonable and in the public interest for the following reasons:
This report reflects the decision of the City Council, this the 11 <sup>th</sup> day of August, 2020.
Attest:
Gerald R. Peterman, Mayor
Darcy L. Sperry, City Clerk



### STAFF REPORT

SUBJECT:	PROJECT SORT PERFORMANCE AGREEMENT
PREPARED BY:	FRANKIE MANESS, CITY MANAGER

### **REQUESTED ACTION:**

Approve Performance Agreement for Project Sort.

### **BACKGROUND/SUMMARY:**

Staff members from the City of Graham, City of Mebane, and Alamance County have been working to entice United Parcel Service, Inc. to locate a proposed regional headquarters and distribution facility in the NCCP. The facility is proposed to employee 451 full time employees with average salaries of \$65,147 and provide a taxable value of \$262,214,000.

The properties being considered are NE of the Wal-Mart Distribution Center within the North Carolina Commerce Park and the jurisdiction of the City of Mebane as determined by the existing Line of Agreement (LOA) established between the Cities. As such, the City of Mebane will be the lead agency for development reviews,



inspections, and the provider of municipal services. Exact acreage of the site will depend on final facility design. Project Sort will be the 4<sup>th</sup> incentive project in the NCCP and the 6<sup>th</sup> project overall.

### **PROPOSED INCENTIVES:**

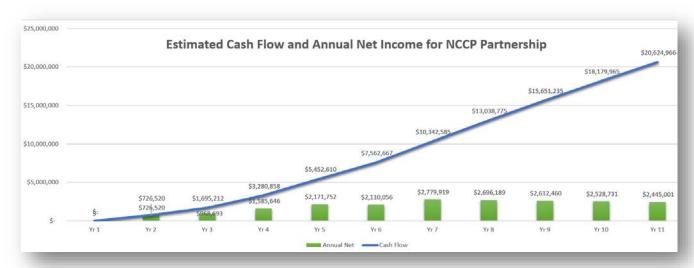
- (1) Real Property (denoted in red on map above):
  - a. 6.67-acre tract jointly owned by the cities of Graham and Mebane;
  - b. Originally purchased in 2014 for \$490,000 for construction of Sen. Ralph Scott Parkway;
  - c. Within the Jurisdiction of City of Mebane and was rezoned to light manufacturing on June 3, 2020;
  - d. Considered a remnant parcel.
- (2) Cash Grant:
  - a. Total incentive of \$3,933,210;
  - b. Payable over 5-year period upon satisfaction of tax base investment and job creation;
  - c. Cash Grant will be pro-rated if investment or job creation targets are not reached.
- (3) Waiver of local impact, permit and inspection fees associated with the initial construction with an estimated value of \$150,000.

### **FISCAL IMPACT:**

Since this proposed development is within the NCCP, the expenses and revenues will be allocated as set forth in the Interlocal Agreement between Alamance County, the City of Graham, and the City of Mebane that was approved by the City Council on May 7, 2013. Assuming a new taxable investment of \$262,214,000 and current tax rates, each entity would realize \$996,000 in annual tax revenue and expend \$262,214 for incentives each for five years.

The costs pursuant to the Agreement are as follows (excluding in-kind fee waivers):

Total Land Cost: \$490,000 Graham Share = \$ 163,333 Total Cash Grant: \$3,933,210 Graham Share = \$1,311,071\$4,423,210 \$1,474,404



### STAFF RECOMMENDATION:

Approval. In terms of taxable property, Project Sort stands to be the largest in the history of Alamance County and would surpass the combined investment of all previous NCCP incentive projects (Lidl, Wal-Mart and Prescient). Indicated average salaries of \$65,147 is nearly doubles the median *household* income for the City of Graham (\$35,152) and an annual payroll of over \$29,000,000 provides the opportunity for secondary benefits to local businesses and services.

### SUGGESTED MOTION(S):

I move we approve the Incentive Agreement for Project Sort with United Parcel Service, Inc. and authorize the Mayor, City Manager, City Attorney, City Clerk and Finance Officer to execute the agreement of behalf of the City.

#### STATE OF NORTH CAROLINA

### **COUNTY OF ALAMANCE**

### **AGREEMENT**

This AGREEMENT, made and entered into this \_\_\_\_\_day of June 2020, by and between XXXXXXX (hereinafter sometimes referred to as the "Company"), and the CITY OF MEBANE, a North Carolina municipal corporation (hereinafter sometimes referred to as "Mebane"), the CITY OF GRAHAM, a North Carolina municipal corporation (hereinafter sometimes referred to as "Graham") and ALAMANCE COUNTY, a North Carolina County (hereinafter sometimes referred to as "County"). (Mebane, Graham and County are sometimes referred to collectively as the "Units").

### **RECITALS:**

- A. The Company which is presently located worldwide, is considering locating a new regional headquarters and distribution facility (hereinafter "Facility") in the North Carolina Commerce Park (hereinafter sometimes referred to as "NCCP"), which is an economic development zone under an extended agreement between Graham, Mebane and the County, and will construct a new building and install machinery and equipment with said Facility to be in service no later than XXXXX XX, 20\_ ("Completion Date"), and to be located within the corporate limits of Mebane, Alamance County, North Carolina.
- B. The Facility will involve new capital investment (including, building, machinery and equipment) of approximately Two Hundred Sixty-Two Million Two Hundred Fourteen Thousand Dollars (\$262,214,000).
- C. The Facility will create Four Hundred Fifty (451) full-time employment positions with average salaries of Sixty-Five Thousand One Hundred Forty-Seven Dollars (\$65,147).
- D. Some elements of said job creation and investment may be made by an affiliated entity or successors to the Company, but for the purposes of this Agreement, shall be deemed to have been made by the Company.
- E. It is contemplated that the Facility will be located upon property upon which or through which the Units may need to construct, install, maintain and operate water and sewer utilities and transportation routes to serve other properties.
- F. The County, Graham, and Mebane find that in order to aid and encourage the construction of the Facility and installation of the machinery and equipment in the NCCP, it is necessary and desirable to assist and reimburse the Company for a portion of its land purchase, construction costs and new equipment costs.
- G. Pursuant to G.S. Section 160A-20.1, 158-7.1, and 158-7.2, as construed by the North Carolina Supreme Court in its opinion in <u>Maready v. The City of Winston-Salem, et al</u>, 342 N.C. 708 (1996), the Units may enter into an agreement with the Company in connection therewith.

H. The Units find that conveyance of real property and reimbursing the Company for a portion of its construction and equipment costs serves a public purpose and will increase the taxable property base for the County and Cities and help create not less than Four Hundred Fifty (451) new jobs in the County by the Completion Date, all of which will result in an added and valued benefit to the taxpayers of the County and Cities.

**NOW, THEREFORE,** in consideration of the mutual provisions and covenants herein, and other good and valuable consideration which the parties hereby acknowledge, The Company, The County, Mebane and Graham agree as follows:

- 1. To assist the Company in its site acquisition, Facility construction, and machinery and equipment installations, and subject to the requirements hereinafter set forth, each Unit agrees to award an Incentive Grant to the Company for a portion of said construction and installation costs in the amount of One Million Three Hundred Eleven Thousand Seventy Dollars (\$1,311,070), for a total of Three Million Nine Hundred Thirty-Three Thousand Two Hundred Ten Dollars (\$3,933,210) the ("Incentive Funds"). In performance of all activies involved in this site acquisition and Facility construction, as well as in the machinery installation, the Company shall have full discretion to make all decisions regarding such improvements and contracting and purchasing without the joinder or approval of the Units except for the requirements set forth in Paragraph 8 below. These payments of cash grants from Alamance, Graham and Mebane to the Company shall be made as follows:
  - a. A payment of Seven Hundred Eighty-Six Thousand Six Hundred Forty-Two Dollars (\$786,642) shall be paid by the Units in equal sums of Two Hundred Sixty-Two Thousand Two Hundred Fourteen Dollars (\$262,214) from each Unit, to the Company one year after the Facility has received its final certificate of occupancy, and the Company has certified to the Units that Four Hundred Fifty (451) full-time positions have been filled at the Facility, provided, however, that all property tax liabilities on the above referenced Facility and machinery and equipment (in the above agreed amount) shall have been paid by the Company for the fiscal year in which the certificate of occupancy has been issued. In the event that there are any outstanding property tax liabilities on the above referenced Facility and machinery and equipment at the time such payment contemplated herein is due, such payment shall be delayed until the date that is ten (10) days after such outstanding property tax liabilities have been paid.
  - b. Four (4) additional payments of Seven Hundred Eighty-Six Thousand Six Hundred Forty-Two Dollars (\$786,642) shall be paid by the Units in equal sums of Two Hundred Sixty-Two Thousand Two Hundred Fourteen Dollars (\$262,214) from each Unit, annually to the Company on the anniversary date of the first payment in (a) above provided that there are no outstanding property tax liabilities on the above referenced Facility and machinery and equipment. In the event that there are any outstanding property tax liabilities on the above referenced Facility

and machinery and equipment at the time such payment contemplated herein is due, such payment shall be delayed until the date that is thirty (30) days after such outstanding property tax liabilities have been paid.

- c. All payments provided for in subparagraphs (a) and (b) shall be made no later than Thirty (30) calendar days after satisfaction of the requirements described in the subparagraphs. Any payment due hereunder shall be adjusted so that the total payments to the Company shall not exceed one half of one percent (0.5%) times the annual taxable value of the property (excluding land, but expressly including all improvements located thereon) maintained by the Company for ad valorem tax purposes during the year period beginning at the issuance of Certificate of Occupancy. All payments are subject to the requirement that not less than Four Hundred Fifty-One (451) full-time jobs shall be maintained by the Company at the Facility.
- d. In the event of the Company's failure to create Four Hundred Fifty-One (451) jobs and/or invest \$262,214,000 by the Completion Date, the Units shall grant a reasonable extension of time to the Company to meet the job and investment criteria in this Agreement or otherwise agree to such other performance criteria that equate to a similar economic and fiscal return to the Units. In such case, the cash grant payments shall be pro-rated, using the actual number of jobs as the numerator and the Four Hundred Fifty-One (451) jobs as the denominator. Provided however, no inventive grant payments will be made if the jobs do not equal at least Three Hundred Forty (340), the "minimum number of jobs."
- e. In the event that the Company fails to make the full investment of \$262,214,000 by the Completion Date, as it may be extended, the cash grant payments will be pro-rated using the \$262,214,000 as the denominator and the taxable value as the numerator, which in turn shall be multiplied times that cash grant for the applicable fiscal year of the Units, however, the denominator may be modified pursuant to the terms of this Agreement.
- f. In the case of the facts in "d" or "e" above, necessitating a prorating, the jobs required and the capital investment shall each count for Fifty percent (50%) of the incentive grant amounts. By way of example, assume the following:

Actual Jobs	360
Projected Jobs	451
Percentage of Total	79%
Times Fifty Percent	39.5%

Actual Investment \$220,000,000 Projected Investment \$262,214,000

Percentage of Total 83% Times Fifty Percent 41.5%

- Addition of jobs percentage and investment percentage equals Eighty-One Percent (81%) times the Incentive Grants provided for herein.
- g. Mebane agrees to waive local impact and inspection fees, up to the amount of One Hundred Fifty Thousand Dollars (\$150,000).
- h. At Company's purchase of the real property upon which the Facility will be built, Mebane and Graham agree to convey to Company marketable fee simple title to the real property detailed in the attached Exhibit A (the "Real Property") which is incorporated herein by reference, which property has a determined fair market value of Four Hundred Ninety Thousand Dollars (\$490,000).
- 2. Notwithstanding anything contained herein to the contrary, the parties hereto covenant and agree that the real estate conveyance and Incentive Funds (collectively, "Incentives") are a material consideration in the Company's decision to locate the Facility in Mebane, Alamance County, North Carolina, that the Company would not have located its Facility in Mebane, Alamance County, North Carolina without the Incentives and that the Company will be substantially harmed in the event that the Units obligations are not satisfied as provided herein.
- 3. During the performance of the Agreement, the Company agrees to allow representatives of the Units to enter upon its property during normal business hours upon forty-eight hours prior notice for the purpose of confirming the new construction and the purchase of new equipment has occurred. To the extent allowed by applicable law, the Units covenant and agree to protect, and not use or disclose, any of the Company's confidential or proprietary information.
- 4. If prior to the Units expending monies, for any reason whatsoever the Company chooses not to make the above referenced investments and to cancel this Agreement, it may do so by providing written notice. Upon such notification, this Agreement shall be cancelled and all of its terms and conditions shall become void. If, however, the Company chooses not to make the above referenced investment and any one of the Units has expended funds or if the Real Property has been conveyed, the Company shall be liable for a return or pay-back of the government funds expended and shall re-convey the Real Property to Mebane and Graham by general warranty deed free and clear of al liens and encumbrances as hereinafter stated.
- 5. The Company agrees, upon request of the Units, to make full and accurate accounting to the Units of all expenditures and construction and acquisition of equipment referenced above as required by this Agreement upon completion of total investment and the granting of the Final Certificate of Occupancy. The Company shall make such accounting as is necessary to verify construction and purchase of equipment and after such construction and purchase of equipment has been verified, the Company shall have no further obligations to account to the City for any other expenses incurred. The parties understand that the Incentive Grant amounts are based upon the taxable value of the invested amounts as determined by law.

- 6. The Company shall observe all federal, state and local laws, rules and regulations governing labor and employment and shall not discriminate against any person on the grounds of race, color, national origin, sex, age, or disability in the administration of this Agreement nor shall any person be excluded from participation in, or be denied the benefits of, any project constructed under this Agreement on the grounds of race, color, national origin, sex, age, or disability.
- 7. The Units respectively bind themselves, their successors, assigns, and legal representatives to other parties hereto and those parties' successors, assigns, and legal representatives, in respect to covenants, agreements, and obligations contained herein. No party to this Agreement shall assign the Agreement or any of the obligations or rights described herein without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement. The Company may assign this Agreement to a subsidiary, parent or affiliated company, with the written consent of the Units which shall not be unreasonably conditioned, delayed or withheld.
- 8. This Agreement may be modified only by a written agreement executed which must be approved by the Units by all parties hereto. The contractual commitments provided for herein and made by the parties hereto shall be deemed to continue into the future, survive and remain binding upon future elected and appointed officials to the full extent permitted under applicable law. This Agreement may be executed in counterparts separately with the resultant executed counterparts forming a single Agreement.
- 9. In the event of such cancellation of the Agreement described above, the Units shall have no further obligations to make any further payments as called for in this Agreement.
- 10. The parties and each person executing this Agreement on behalf thereof represent and warrant that they have the full right and authority to enter into this Agreement, which is binding, and to sign on behalf of the party indicated, and are acting on behalf of themselves, the constituent members and the successors and assigns of each of them. The parties agree to reasonably assist one another and cooperate in the defense (should any defense ever be necessary) of this Agreement and/or the incentives granted hereunder, so as to support and in no way undercut the same. In the event that any of the incentives or other assignments of the Units are determined to be invalid, the Units agree that they will, to the fullest extent permitted by law, provide the Company with any permitted incentives of substantial equal value pursuant to one more or more replacement incentive grant programs.
- 11. No provision of this Agreement may be invalidated, except by the Superior Court of Alamance County which shall have sole jurisdiction over any disputes which arise under this Agreement or otherwise regarding the parties hereto, and further, venue shall be proper and shall lie exclusively in the Superior Court of Alamance County, North Carolina.

If any such court holds any provision of this Agreement, invalid or unenforceable, then:

- a. Such holdings shall not invalidate or render unenforceable any other provision of this Agreement;
- b. Such provision shall be construed as closely as possible to the Party's Original intent in order to render such provision valid or enforceable, as applicable; and
- c. The remaining terms here, together with such reconstructive provision, shall constitute the parties' entire agreement hereof.
- 12. This Agreement sets forth the entire agreement between Units and the Company and supersedes any and all other agreements on this subject between parties.
- 13. In the event that, prior to completion of the Facility, the Units expend funds for any of the incentives provided for in this Agreement or convey real property to Company, whether for road infrastructure or cash grants, and the Company elects to cancel the Agreement or does not comply with its obligations to construct the Facility, the Company agrees to fully reimburse the Units for any amounts expended by them through the date of such cancellation and to re-convey any real property conveyed to Company pursuant to this Agreement. The Company shall reimburse the Units within thirty (30) days of written demand. In the event that Company fails to re-pay such amounts, the Units may recover the funds advanced under this Agreement plus all the costs of collection, including without limitation reasonable attorney fees.
- 14. Company acknowledges that the Units are governmental entities, and validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. Subject to the provisions of Section 10, in the event that public funds are unavailable for the performance of a Unit's obligations under this Agreement, then this Agreement shall remain in full effect, provided, however, that the payment obligations of such Unit shall be temporarily suspended, without penalty to the Unit, immediately upon written notice to Company of the unavailability of public funds. At such time as such public funds are again available, the payment obligations of the Units hereunder shall be deemed reinstated without necessity of further written agreement. It is expressly agreed that the Units shall not activate this "unavailability" provision for their convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial financial crisis. In either event, the public parties agree that they will use best efforts to replace, through other sources available to them under law, funds due to the Company, as soon as practical. In the event of a change in a Unit's statutory authority, mandate and/or mandated functions by State and/or Federal legislative or regulatory action, which adversely affects such Unit's authority to continue its obligations under this Agreement, then this Agreement shall be suspended without penalty to such Unit upon written notice to Company of such limitations or change in the Unit's legal authority.
- 15. Company agrees that upon written request of the Units that company will grant to the requesting Unit(s), free of charge, easements that are, in the Company's sole discretion, reasonable and necessary for water and/or sewer utilities and for transportation services

(including without limitation temporary construction and/or drainage easements) that serve the Facility and its property. The easements shall be in mutually agreeable form and substance consistent with the Units' standard form agreements. Any such easements shall be located in areas of Company's property which will not unreasonably interfere with Company's intended use of Company's Facility. The Company commits that it will favorably consider, on a case by case basis, any requests from such Units for similar easements to serve adjoining properties provided that such requested easements will not have a detrimental impact upon the Company's property or Facility operations.

- 16. At or prior to the execution of this agreement, Company shall provide to the Units a current certificate of incumbency, a resolution of the Company evidencing the Company's authority to execute this Agreement, the Certificates of Good Standing from the appropriate government offices and such other documents as Units may reasonably request.
- 17. As required by G.S. Section 158-7.1 (d2) (2), if the Company elects to assign its rights in whole or in part, to a third party purchaser of the real or personal property which is the basis of this Agreement, the third party shall be bound by this Agreement and shall execute an assignment confirming that it is a bound by the terms of this Agreement, including without limitation, the obligations if a default occurs. No such assignment shall relieve Company of any of its obligations hereunder.
- 18. Company agrees to maintain the Agreed Minimum Number of Employees at the Facility for the duration of this Agreement, after the Completion Date, being the term of the Units' payments of Incentive Grant Funds. Failure of the Company to do so, is a default and breach of this Agreement, requiring the Company to return the Incentive Grant Funds paid and relieving the Units of making any additional Incentive Grant Fund payments.
- 19. Notwithstanding anything to the contrary stated herein, 1) the Units shall have no obligation to make any payments until the Property is annexed into the City of Mebane, for which Company agrees to submit a petition for annexation with the submission of an application for a building permit; and 2) the obligations of the Units shall cease and terminate at the seven year anniversary of this Agreement, June \_\_\_\_\_, 2027, regardless of the status of the Company's investment or employment.
- 20. Any notices required by this Agreement shall be mailed to the following persons:

### If to the County:

Alamance County Attn: Bryan Hagood, Manager 124 West Elm Street Graham, NC 27253

### With a copy to:

Clyde B. Albright Alamance County Attorney 124 West Elm Street Graham, NC 27253

### If to Mebane:

City of Mebane Attn: David Cheek, Manager 106 E. Washington Street Mebane, 27302

With Copy to:

The Vernon Law Firm Attn: E. Lawson Brown, Jr. P.O. Drawer 2958 Burlington, NC 27216-2958

### If to Graham:

City Manager City of Graham Attn: Frankie Maness P.O. Drawer 357 Graham, NC 27253

### With a copy to:

Robert Ward City of Graham Attorney 344 Maple Avenue Burlington, NC 27215

### If to Company:

Contact Person Contact Person Title Company Name Company Address

### With a copy to:

2<sup>nd</sup> Contact Person 2<sup>nd</sup> Contact Person Title Company Name Company Address

[Signatures Appear on Next Page]

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

"MEBANE" CITY OF MEBANE A municipal corporation of the State of North C	Carolina
By: Ed Hooks, Mayor, City of Mebane	
This instrument has been preaudited in the manner and Fiscal Control Act.	required by the Local Government Budge
Jeanne Tate, Mebane Finance Officer	Date
Approved as to Legal Form and Sufficiency	
E. Lawson Brown, Jr., Mebane City Attorney	

[Signatures Appear on Next Page]

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

"GRAHAM" CITY OF GRAHAM A municipal corporation of the State of North Caro	olina	
By:  Jerry Peterman,  Mayor, City of Graham		
This instrument has been preaudited in the manner and Fiscal Control Act.	required by the Local Government I	Budget
Julianne Cordon, Graham Finance Officer  Approved as to Legal Form and Sufficiency	Date	
Robert Ward, Graham City Attorney		

[Signatures Appear on Next Page]

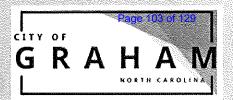
**IN WITNESS WHEREOF,** the parties hereto have made and executed this agreement as of the day and year first above written.

	MANCE COUNTY litical subdivision of the State of North Carolina	
By:	Amy Scott Galey, Chairman, Alamance County Board of Commis	ssioners
	instrument has been preaudited in the manner req Fiscal Control Act.	nuired by the Local Government Budget
	n Roberts, Alamance County Finance Officer oved as to Legal Form and Sufficiency	
	B. Albright, Alamance County Attorney	

<b>IN WITNESS WHEREOF,</b> the parties hereto have made and executed this agreement as of the
day and year first above written.
<company></company>

Ву: _	(SEAL)
Name: _	
Title: _	

## **VOLUNTEER BOARD**& COMMISSION APPLICATION



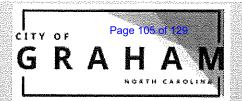
The following application is used by the Graham City Council to identify individuals interested in serving on a City board or commission. To ensure that your application will receive full consideration, please answer all questions completely. For more information and details about each board, please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

Name: Carmen Larimore	Email Address: cbzl2013@gmail.com			
Home Address: 500 Cornelia Dr.	Mailing Address: 500 Cornelia Dr			
City, State, Zip: Graham, NC 27253	City, State, Zip: Graham, NC 27253			
Home Phone: 252-253-3386	Alternate Phone:			
Please list the board(s) and/or commissions or	which you are currently serving:			
Please select up to, two (2) boards and/or com which you would like to be considered and indi- selection (1 = first choice and 2 = second choice	cate your preference for each			
Alcohol Beverage Control Board	Historic Resources Commission			
1 Appearance Commission	Planning Board/Board of Adjustment			
Canine Review Board	Recreation Commission			
Graham Housing Authority	Tree Board			
2 Historical Museum Advisory Board				
Note: If you wish to change your selections for desired board(s) and/or commission(s) you will need to file a new application with the City Clerk. Only the most recent application on file will be presented to City Council. If not selected, applicants must reapply after the July City Council meeting to be considered for future appointments.				
RELEVANT EXPERIENCE				
Current employer/retired: VIPKID				
Employer address: 301 Howard Street	City, State, Zip: San Francisco, CA 94105 USA			
Job title and description of responsibilities:				
	China. I am also a stay at home mom. Before, I was a substitute			

	ant knowledge, skills, abilitie g to the board(s) or commissi oly):		
History	Legal	✓ Critical Thinking	
Architecture	Graphic Design	Data Analysis	
<b>√</b> Research	✓ Creativity	✓ Active-Listening	
Program Development	Marketing/Social Media	✓ Effective Communication	
Historical Preservation	✓ Economic Development	✓ Education & Outreach	
<b>✓</b> Event Planning	Community Organizing	✓ Conflict Resolution	
✓ Landscape Design	Athletics/Sports	✓ Time Management	
Gardener/Arborist	<b>✓</b> Problem Solving	Other:	
✓ Adaptability	✓ Interpersonal Skills		
I have a lifelong appreciation for Alamance county. My husband and I bought our home in Graham in 2018 and we want to live here for the rest of our lives. I want to help Graham reach it's full potential for my children. I studied sociology and political science when I got my bachelors degree from UNCG after transferring from ACC. I am skilled with social media. I have worked in our communities classrooms as a substitute teacher. I also offer a rising generation perspective.			
Have you attended a meeting of the board(s) and/or commission(s) for which you are applying?			
Have you met with the chairperson or Staff Liaison of the board(s) and/or commission(s) for which you are applying?			
Additional relevant informat	ion:	For Office Use Only Date Received:	
		Received 7/29/2020	

Thank you for your interest in the City of Graham's 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: City Clerk P.O. Drawer 357, Graham, NC 27253.

## **VOLUNTEER BOARD**& COMMISSION APPLICATION



The following application is used by the Graham City Council to identify individuals interested in serving on a City 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, please visit cityofgraham.com/boards-commissions

Name: Kait Moore	Email Address: moorekaity@yahoo.com
Home Address: 225 W Harden St	Mailing Address:
City, State, Zip: Graham, NC 27253	City, State, Zip:
Home Phone: (336) 380-2786	Alternate Phone:
Please list the board(s) and/or commissions	on which you are currently serving:
Please select up to, two (2) boards and/or c which you would like to be considered and i selection (1 = first choice and 2 = second ch	ndicate your preference for each
Alcohol Beverage Control Board	Historic Resources Commission
1 Appearance Commission	Planning Board/Board of Adjustment
Canine Review Board	2 Recreation Commission
Graham Housing Authority	Tree Board
Historical Museum Advisory Board	
Note: If you wish to change your selections for dewill need to file a new application with the City Cleawill be presented to City Council. If not selected, a Council meeting to be considered for future appoin	rk. Only the most recent application on file applicants must reapply after the July City
RELEVANT EXPERIENCE	
Current employer/retired: Alamance County Lib	raries/ Burlington Pc
Employer address: 342 S Spring St/ 267 W Front St	City, State, Zip: Burlington, NC 27215
lob title and description of responsibilities	5:
I am responsible for assisting patrons with finding materials do some investigative work and manage the department's v	s, checking out, making recommendation, and doing displays. I also website.

experiences would you bring applying (select all that app	g to the board(s) or commissi bly):	on(s) to which you are
<b>✓</b> History	Legal	✓ Critical Thinking
Architecture	<b>✓</b> Graphic Design	<b>∨</b> Data Analysis
<b>∨</b> Research	<b>∨</b> Creativity	✓ Active-Listening
✓ Program Development	✓ Marketing/Social Media	<b>✓</b> Effective Communication
Historical Preservation	Economic Development	✓ Education & Outreach
<b>∨</b> Event Planning	Community Organizing	✓ Conflict Resolution
Landscape Design	Athletics/Sports	<b>✓</b> Time Management
<b>∨</b> Gardener/Arborist	✓ Problem Solving	Other:
✓ Adaptability	✓ Interpersonal Skills	
Why do you believe you wou commission(s) to which you	ld be an asset to the board(s are applying?	s) and/or
love this town, and I want to help it be	the best it can be. It is a great town alrea m great at making things beautiful, intere	m for two years now. I want to see it thive. I ady, but there is also room for improvement. esting, and exciting. I have a lot of ideas
Have you attended a meeting you are applying?	g of the board(s) and/or con	nmission(s) for which  Yes  No
Have you met with the chairp commission(s) for which you	person or Staff Liaison of the are applying?	board(s) and/or  Yes No
Additional relevant informati	ion:	For Office Use Only Date Received: RECEIVED
		JUL 2 6 2020
		CITY OF GRAHAM

Which of the following relevant knowledge, skills, abilities, interest, and/or

Thank you for your interest in the City of Graham's 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: City Clerk P.O. Drawer 357, Graham, NC 27253.

### **VOLUNTEER BOARD** & COMMISSION APPLICATION



MESSAGING

The following application is used by the Graham City Council to identify individuals interested in serving on a City 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, please visit cityofgraham.com/boards-commissions

Name: <u>PENEE' LEA RUSSELL</u> Home Address: <u>218 WARD ST.</u> City, State, Zip: <u>GRAHAM</u> , NC 27253 Home Phone: <u>704.779.5940</u>	Alternate Phone:
Please list the board(s) and/or commissions o	
APPEARANCE COMMISSI	ON
Please select up to, two (2) boards and/or con which you would like to be considered and ind selection (1 = first choice and 2 = second choice	licate your preference for each
Alcohol Beverage Control Board	2 Historic Resources Commission
Appearance Commission	Planning Board/Board of Adjustment
Canine Review Board	Recreation Commission
Graham Housing Authority	Tree Board
Historical Museum Advisory Board	
Note: If you wish to change your selections for deswill need to file a new application with the City Clerk will be presented to City Council. If not selected, appropriate to the considered for future appoints.	pplicants must reapply after the July City
RELEVANT EXPERIENCE	
Current employer/retired: SELF EMPLOY Employer address: P.O. BOX 511, GRAHAM	City, State, Zip: GRANAM, NC
OF BUSINESSES ON A PLETHICA O	ESIGNER I WORK WITH A VARIETY OF PROJECT ALL FOCUSED AROUND UDGETS. HAT EXPERIENCE THE PROJECTS ES THROUGH DELIVERING CLEAR & BEAUTI

Which of the following relevant knowledge, skills, abilities, interest, and/or experiences would you bring to the board(s) or commission(s) to which you are applying (select all that apply):					
		,,,,,. 	Tino we	1	Critical Thinking
	History Architecture	7	Legal Graphic Design	7	Data Analysis
		<del>\</del>			*
	Research		Creativity	1	Active-Listening
	Program Development	7	Marketing/Social Media		Effective Communication
	Historical Preservation		Economic Development		Education & Outreach
$\bowtie$	Event Planning	X	Community Organizing		Conflict Resolution
Ш	Landscape Design	X	Athletics/Sports	M	Time Management
	Gardener/Arborist	X	Problem Solving		Other:
	Adaptability	Ŵ	Interpersonal Skills		
comm	Why do you believe you would be an asset to the board(s) and/or commission(s) to which you are applying?				
MY GREATEST SKILLS AS A DESIGNER IS SEEING THE BIG PICTURE & PROBLEM SOLVING. THIS IS IMPORTANT, ESPECIALLY ON THE APPEARANCE COMM., TO ENSURE THAT THE VOICE OF GRAHAM IS CONSISTENT &					
PRESENTS A WELCOMING TONE THAT ENCOURAGES BUSINESSES TO THRIVE AND VISITORS TO COME & EXPIRIENCE ALL THAT GRAHAM HAS TO OFFER. WE ARE BEAUTIFUL & DIVERSE COMMUNITY LUMBER OF. Have you attended a meeting of the board(s) and/or commission(s) for which					
	e applying?	goi	me board(s) and/or cor	1111113	sion(s) for windin
					Yes No
Have you met with the chairperson or Staff Liaison of the board(s) and/or commission(s) for which you are applying?					
	7.				Yes No
	onal relevant informat				For Office Use Only Date Received:
TO DELL SUPPLIED AND COMMISSION FOR			CITY OF GRAHAM		
DF.	THE COMMUNITY	ANI	HAVE BEEN AN UN	IIQU	E VOICE ON THE BOARD

Thank you for your interest in the City of Graham's 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: City Clerk P.O. Drawer 357, Graham, NC 27253.

## VOLUNTEER BOARD & COMMISSION APPLICATION



Name: Jeanette Beaudry	Email Address: jeanettebeaudry@yahoo.com
Home Address: 308 east Harden St	Mailing Address: Same
City, State, Zip: Graham NC 27253	City, State, Zip:
Home Phone: 336 269 2902	Alternate Phone:
Please list the board(s) and/or commissions o	n which you are currently serving:
Graham Historic Museum Board	
Please select up to, two (2) boards and/or con which you would like to be considered and ind selection (1 = first choice and 2 = second choi	licate your preference for each ice):
Alcohol Beverage Control Board	Historic Resources Commission
Appearance Commission	Planning Board/Board of Adjustment
Canine Review Board	Recreation Commission
Graham Housing Authority	Tree Board
xxx Historical Museum Advisory Board	
Note: If you wish to change your selections for desi will need to file a new application with the City Clerk. will be presented to City Council. If not selected, app Council meeting to be considered for future appointm	Only the most recent application on file policants must reapply after the July City
RELEVANT EXPERIENCE	
Current employer/retired: Retired	
Employer address:	City, State, Zip:
Job title and description of responsibilities:	

Which of the following relevant knowledge, skills, abilities, interest, and/or experiences would you bring to the board(s) or commission(s) to which you are applying (select all that apply):			
<b>✓</b> History	Legal	✓ Critical Thinking	
<b>✓</b> Architecture	Graphic Design	Data Analysis	
<b>✓</b> Research	<b>✓</b> Creativity	Active-Listening	
Program Development	Marketing/Social Media	<b>∠</b> Effective Communication	
✓ Historical Preservation	Economic Development	✓ Education & Outreach	
<b>✓</b> Event Planning	Community Organizing	Conflict Resolution	
Landscape Design	Athletics/Sports	<b>✓</b> Time Management	
☐ Gardener/Arborist	Problem Solving	Other:	
✓ Adaptability	✓ Interpersonal Skills		
Why do you believe you would be an asset to the board(s) and/or commission(s) to which you are applying?  Psas Member of the Museum board and would like to fill an open position for 2020 -23 board. I have served for the last 5 Years on the board as Chair, and Vice Chair. I enjoy researching the history of Graham and sharing with the community vistors to the museum.			
Have you attended a meeting of the board(s) and/or commission(s) for which you are applying?  Yes No			
Have you met with the chairperson or Staff Liaison of the board(s) and/or commission(s) for which you are applying?  Yes No			
Additional relevant informat	tion:	For Office Use Only Date Received:	
		Received	
		August 5, 2020	

#### Page 111 of 129

## VOLUNTEER BOARD & COMMISSION APPLICATION

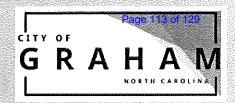


lame: Jennifer Brito	Email Address: Jennycita@gmailcom
dome Address: 605 N Main ST	Mailing Address: Same as Home
City, State, Zip: Graham, NC 27253	City, State, Zip:
dome Phone: 954-600-5741	Alternate Phone: 336-438-0257
Please list the board(s) and/or commissions or	n which you are currently serving:
N/A	
Please select up to, two (2) boards and/or com which you would like to be considered and indi selection (1 = first choice and 2 = second choice	cate your preference for each
Alcohol Beverage Control Board	Historic Resources Commission
Appearance Commission	Planning Board/Board of Adjustment
Canine Review Board	Recreation Commission
Graham Housing Authority	Tree Board
X Historical Museum Advisory Board	
Note: If you wish to change your selections for desing vill need to file a new application with the City Clerk.  Will be presented to City Council. If not selected, applications are to be considered for future appointment	Only the most recent application on file licants must reapply after the July City
RELEVANT EXPERIENCE	
Current employer/retired: U.S Census Bureau	
mployer address: 430 N. Salisbury Street	City, State, Zip: Raleigh, NC 27603
ob title and description of responsibilities:	
Enumerator	

experiences would you bring to the board(s) or commission(s) to which you are applying (select all that apply):			
<b>✓</b> History	<b>✓</b> Legal	✓ Critical Thinking	
Architecture	Graphic Design		
<b>✓</b> Research	<b>✓</b> Creativity	Active-Listening	
Program Development	<b>✓</b> Marketing/Social Medi	a 🔽 Effective Communication	
Historical Preservation	Economic Development	Education & Outreach	
<b>✓</b> Event Planning	Community Organizing	<b>✓</b> Conflict Resolution	
Landscape Design	Athletics/Sports	<b>✓</b> Time Management	
☐ Gardener/Arborist	<b>✓</b> Problem Solving	Other:	
Adaptability	<b>✓</b> Interpersonal Skills		
Why do you believe you would be an asset to the board(s) and/or commission(s) to which you are applying?  I live in the N Main historical district. My great grandmother restored this home 30 years ago. It was her lifelong dream to restore a historical house. The historical value of this town has been very present my whole life. I love history and I have read every book about Graham that I have come across. I would be honored to have the opportunity to serve in this commission and be a part of it's preservation and growth.			
Have you attended a meeting of the board(s) and/or commission(s) for which			
you are applying?	ng ot the boara(s) ana/or (	commission(s) for which	
, , , , ,		Yes ■ No	
Have you met with the chairperson or Staff Liaison of the board(s) and/or			
commission(s) for which you	are applying?	Yes No	
Additional relevant informat	tion:	For Office Use Only Date Received:	
		Received	
		August 5, 2020	
		August 3, 2020	

Which of the following relevant knowledge, skills, abilities, interest, and/or

## **VOLUNTEER BOARD**& COMMISSION APPLICATION



Name: Carmen Larimore	Email Address: cbzl2013@gmail.com		
Home Address: 500 Cornelia Dr.	Mailing Address: 500 Cornelia Dr		
City, State, Zip: Graham, NC 27253	City, State, Zip: Graham, NC 27253		
Home Phone: 252-253-3386	Alternate Phone:		
Please list the board(s) and/or commissions or	n which you are currently serving:		
Please select up to, two (2) boards and/or comwhich you would like to be considered and indiselection (1 = first choice and 2 = second choice	icate your preference for each		
Alcohol Beverage Control Board	Historic Resources Commission		
1 Appearance Commission	Planning Board/Board of Adjustment		
Canine Review Board	Recreation Commission		
Graham Housing Authority	Tree Board		
2 Historical Museum Advisory Board			
Note: If you wish to change your selections for desired board(s) and/or commission(s) you will need to file a new application with the City Clerk. Only the most recent application on file will be presented to City Council. If not selected, applicants must reapply after the July City Council meeting to be considered for future appointments.			
RELEVANT EXPERIENCE			
Current employer/retired: VIPKID			
Employer address: 301 Howard Street	City, State, Zip: San Francisco, CA 94105 USA		
Job title and description of responsibilities: Online English as a Second Language Teacher to children in teacher for ABSS.	China. I am also a stay at home mom. Before, I was a substitute		

Which of the following relevant knowledge, skills, abilities, interest, and/or experiences would you bring to the board(s) or commission(s) to which you are applying (select all that apply):			
History	Legal	✓ Critical Thinking	
Architecture	Graphic Design	Data Analysis	
<b>√</b> Research	✓ Creativity	✓ Active-Listening	
Program Development	Marketing/Social Media	✓ Effective Communication	
Historical Preservation	✓ Economic Development	✓ Education & Outreach	
<b>✓</b> Event Planning	Community Organizing	✓ Conflict Resolution	
✓ Landscape Design	Athletics/Sports	✓ Time Management	
Gardener/Arborist	<b>✓</b> Problem Solving	Other:	
√ Adaptability	✓ Interpersonal Skills		
political science when I got my bachel	t to help Graham reach it's full potential fors degree from UNCG after transferring rooms as a substitute teacher. I also offe	from ACC. I am skilled with social media. I	
Have you attended a meeting of the board(s) and/or commission(s) for which you are applying?			
Have you met with the chairperson or Staff Liaison of the board(s) and/or commission(s) for which you are applying?			
Additional relevant informat	ion:	For Office Use Only Date Received:	
		Received 7/29/2020	

## City of Graham

would contribute:

## 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 Beverly Scurry	Email Address bns1029@gmail.com
Home Address 2040 Watercourse Circle Apt. 204	Mailing Address Same
City, State, Zip Graham, NC 27253	City, State, Zip Same
Home Phone 336-437-7006	Alternate Phone 919-245-2405
Do you live inside the city limits of Graham?	Yes No
Are you applying for reappointment to a board of con Yes No If yes, for which board or commission are applying fo	
For new appointments, select the board(s) and/or con (you may select more than one):	nmission(s) for which you would like to be considered
Alamance County Library Committee (2 years)	Graham Sports Hall of Fame Committee (6 years)
Alcohol Beverage Control (3 years)	Historic Resources Commission (4 years)
Appearance Commission (3 years)	✓ Planning Board/Board of Adjustment (3 years)
Canine Review Board (3 years)	Recreation Commission (3 years)
Historical Museum Advisory Board (3 years)	Tree Board (3 years)
✓ Graham Housing Authority (5 years)	

I was born and raised in Alamance County and returned in 2017. Upon returning, Now that I'm been back a while I want to get involved with community organizations and Board work. There are several community issues that need to be solved by diverse community members. I've worked in public health (local government) for many years and I understand how Boards operate. I have a history of participating on community councils and coalitions in my 10 years of public health work.

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

JAN 3 0 2020 CITY OF GRAHAM

### **Employment**

Employer/Company Name Orange County Health Department

Address

300 W Tryon St.

City, State, Zip Hillsborough, NC 27278

### Job Title and Description of Responsibilities

As the Board of Health Strategic Plan Manager I'm responsible for leading the development of the BOH Strategic Plan; coordinating BOH subcommittees; implementing BOH Action Plans; coordinating educational session speakers for each BOH meeting; etc.

## Civic Involvement

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

Alamance Racial Equity Alliance - Bylaws and Finance Committees member

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

# **VOLUNTEER BOARD**& COMMISSION APPLICATION



Name: Chuck Talley	Email Address: chuctalley21@hotmail.com	
Home Address: 808 Sideview St	Mailing Address: PO Box 872	
City, State, Zip: Graham, NC 27253	City, State, Zip: Graham, NC 27253	
Home Phone: 336-516-7036	Alternate Phone:	
Please list the board(s) and/or commissions	s on which you are currently serving:	
None		
Please select up to, two (2) boards and/or of which you would like to be considered and it selection (1 = first choice and 2 = second ch	indicate your preference for each	
Alcohol Beverage Control Board	Historic Resources Commission	
Appearance Commission	Planning Board/Board of Adjustment	
Canine Review Board	Recreation Commission	
Graham Housing Authority	Tree Board	
1 Historical Museum Advisory Board		
Note: If you wish to change your selections for do will need to file a new application with the City Cle will be presented to City Council. If not selected, a Council meeting to be considered for future appoint	erk. Only the most recent application on file applicants must reapply after the July City	
RELEVANT EXPERIENCE		
Current employer/retired: Self Employed		
Employer address: PO Box 872,	City, State, Zip: Graham, NC 27253	
Job title and description of responsibilities	s:	
General Contractor, Developer - We specialize in historic r	renovation and have completed 39 spaces over the last 25 years.	

Which of the following relevant knowledge, skills, abilities, interest, and/or experiences would you bring to the board(s) or commission(s) to which you are applying (select all that apply):			
<b>✓</b> History	Legal	✓ Critical Thinking	
✓ Architecture	Graphic Design	Data Analysis	
Research	✓ Creativity	Active-Listening	
Program Development	Marketing/Social Media	<b>✓</b> Effective Communication	
✓ Historical Preservation	✓ Economic Development	Education & Outreach	
<b>✓</b> Event Planning	Community Organizing	Conflict Resolution	
✓ Landscape Design	Athletics/Sports	Time Management	
Gardener/Arborist	<b>✓</b> Problem Solving	Other:	
Adaptability	<b>✓</b> Interpersonal Skills		
commission(s) to which you are applying?  I previously worked with the Historic Museum and have a lot of knowledge of local history growing up here. I know a lot of the local residents that have access to pictures and memorbilia that should be preserved for Graham. I would like to work on some of the projects that this board had previosly started.			
Have you attended a meeting of the board(s) and/or commission(s) for which you are applying?			
, , ,		■ Yes No	
Have you met with the chairperson or Staff Liaison of the board(s) and/or			
commission(s) for which you	are applying?	Yes ■ No	
Additional relevant informat	ion:	For Office Use Only Date Received:	
		Received	
		August 5, 2020	

## **VOLUNTEER BOARD**& COMMISSION APPLICATION

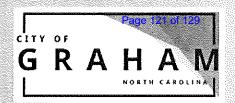


Name: Kait Moore	Email Address: moorekaity@yahoo.com
Home Address: 225 W Harden St	Mailing Address:
City, State, Zip: Graham, NC 27253	City, State, Zip:
Home Phone: (336) 380-2786	Alternate Phone:
Please list the board(s) and/or commissions or	n which you are currently serving:
Please select up to, two (2) boards and/or comwhich you would like to be considered and indiselection (1 = first choice and 2 = second choice	icate your preference for each
Alcohol Beverage Control Board	Historic Resources Commission
1 Appearance Commission	Planning Board/Board of Adjustment
Canine Review Board 2	Recreation Commission
Graham Housing Authority	Tree Board
Historical Museum Advisory Board	
Note: If you wish to change your selections for desir will need to file a new application with the City Clerk. will be presented to City Council. If not selected, app Council meeting to be considered for future appointme	Only the most recent application on file licants must reapply after the July City
RELEVANT EXPERIENCE	
Current employer/retired: Alamance County Librarie	es/ Burlington Pc
	City, State, Zip: Burlington, NC 27215
Job title and description of responsibilities:	
I am responsible for assisting patrons with finding materials, ch do some investigative work and manage the department's web	necking out, making recommendation, and doing displays. I also site.

experiences would you bring to the board(s) or commission(s) to which you are applying (select all that apply):			
<b>✓</b> History	Legal	✓ Critical Thinking	
Architecture	<b>✓</b> Graphic Design	<b>∨</b> Data Analysis	
<b>✓</b> Research	<b>✓</b> Creativity	✓ Active-Listening	
✓ Program Development	✓ Marketing/Social Media	<b>✓</b> Effective Communication	
Historical Preservation	Economic Development	✓ Education & Outreach	
<b>∨</b> Event Planning	✓ Community Organizing	<b>✓</b> Conflict Resolution	
Landscape Design	Athletics/Sports	<b>✓</b> Time Management	
✓ Gardener/Arborist	✓ Problem Solving	Other:	
✓ Adaptability	✓ Interpersonal Skills		
Why do you believe you wou commission(s) to which you	ld be an asset to the board(s are applying?	s) and/or	
love this town, and I want to help it be	the best it can be. It is a great town alrea im great at making things beautiful, intere	m for two years now. I want to see it thive. I ady, but there is also room for improvement. esting, and exciting. I have a lot of ideas	
Have you attended a meeting of the board(s) and/or commission(s) for which you are applying?			
Have you met with the chairperson or Staff Liaison of the board(s) and/or commission(s) for which you are applying?			
Additional relevant informati	ion:	For Office Use Only Date Received: RECEIVED	
		JUL 2 6 2020	
		CITY OF GRAHAM	

Which of the following relevant knowledge, skills, abilities, interest, and/or

# **VOLUNTEER BOARD**& COMMISSION APPLICATION



Name: Pat Moser	Email Address: Pat.Moser1964@gmail.com		
Home Address: 615 N Main St	Mailing Address: 615 N Main St		
City, State, Zip: Graham, NC 27253	City, State, Zip: Graham, NC 27253		
Home Phone: 336-343-9978	_ Alternate Phone:		
Please list the board(s) and/or commissions	on which you are currently serving:		
None			
Please select up to, two (2) boards and/or conwhich you would like to be considered and inceselection (1 = first choice and 2 = second choice)	dicate your preference for each		
Alcohol Beverage Control Board	Historic Resources Commission		
Appearance Commission	Planning Board/Board of Adjustment		
Canine Review Board	1 Recreation Commission		
Graham Housing Authority	Tree Board		
Historical Museum Advisory Board			
Note: If you wish to change your selections for desired board(s) and/or commission(s) you will need to file a new application with the City Clerk. Only the most recent application on file will be presented to City Council. If not selected, applicants must reapply after the July City Council meeting to be considered for future appointments.			
RELEVANT EXPERIENCE			
Current employer/retired: retired			
Employer address: N/A	City, State, Zip:		
Job title and description of responsibilities:			
Formerly the head footbal coach at Orange High School and	Graham High School.		

Which of the following relevences would you bring applying (select all that ap)	vant knowledge, skills, abilitie g to the board(s) or commission oly):	s, interest, and/or on(s) to which you are
<b>✓</b> History	Legal	Critical Thinking
Architecture	Graphic Design	Data Analysis
Research	Creativity	Active-Listening
✓ Program Development	Marketing/Social Media	Effective Communication
Historical Preservation	Economic Development	✓ Education & Outreach
<b>✓</b> Event Planning	Community Organizing	<b>✓</b> Conflict Resolution
Landscape Design	✓ Athletics/Sports	Time Management
Gardener/Arborist	<b>✓</b> Problem Solving	Other:
Adaptability	<b>√</b> Interpersonal Skills	
of Fame and think I would do a good j	and have been a life long resident of Grabb for Graham on the Rec committee.	aham. I currently help with the Sports Hall
наve you аттепаеа а теетт you are applying?	ng of the board(s) and/or con	nmission(s) for which
, , , , , -		Yes ■ No
	person or Staff Liaison of the	board(s) and/or
commission(s) for which you	are applying?	Yes ■ No
Additional relevant informat	ion:	For Office Use Only Date Received:
		Received August 5, 2020

The following application is used by the Graham City Council to identity individuals interested in serving on a City 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, please visit cityofgraham.com/boards-commissions

Name: JUDY mare hall.	Email Address: CHEAPSHOPER498/SMALLCOM			
Home Address: 2501 PEPPERSTONE DRIVE	Mailing Address:			
City, State, Zip: GRAHAMNC 27253	City State Zing			
Home Phone: 336 260 1584	City, State, Zip:			
Please list the baard(s) and/or commission				
APPEARANACE COMMISSION				
Please select up to, two (2) boards and/or which you would like to be considered and selection (1 = first choice and 2 = second c.	Indicate your preference for each hoice);			
Alcohol Beverage Control Board	Historic Resources Commission			
Appearance Commission	Planning Board/Board of Adjustment			
Canine Review Board	Recreation Commission			
Graham Housing Authority	X Tree Board			
Historical Museum Advisory Board	_			
Note: If you wish to change your selections for di will need to file a new application with the City Clei will be presented to City Council, if not selected, a Council meeting to be considered for future appoint	X. Only the most recent application on file			
RELEVANT EXPERIENCE				
Current employer/retired: RETIRED NURSE				
mployer address:	City, State, Zip:			
ob title and description of responsibilities. NURSE				

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CITY OF GRAHAM

•		€		$\Diamond$	ବ	乜
✓ History  ☐ Architecture  ☐ Research ☐ Program Development ✓ Historical Preservation ✓ Event Planning ✓ Condecupa Design ✓ Gardener/Arborist ✓ Adaptubility  Why do you believe you use.	✓ Lugal ✓ Graphic Design ✓ Gradivity ✓ Marketing/Suci ✓ Economic Deve ✓ Community Org ✓ Athlatics/Sputh ✓ Problem Salving ✓ Interpersonal Sk	al Media lapment anizing s	V Education V Contlict to V lime Man  Other:	dysis stantog Communico t & Outreac lesolution agement		
Why do you balleve you wou commission(s) to which you a commission(s) to which you will have reserved in the best for control of the control	THE CITY OF GRAHAM. SOFTNESS TO THE HARC	IT IS BENCIK ISCAPE OF CO	IAL TO MAINTA XVCRETE, MOR	IAN (AA7) ነብና	IN THE K. OT	
Have you attended a meeting you are applying? Have you met with the chairp	esson av Staff Llaven		Yes	■ No		
commission(s) for which you d	te upplying f		Yes Fac	III No		
Hank you for your interest in th	e Cilv of Grahamic h	aprde as t				



### STAFF REPORT

SUBJECT:	CLOSURE OF 100 BLOCK OF E. ELM STREET FOR THE 2020 DOCKDOGS EVENT
PREPARED BY:	MARY FAUCETTE, DOWNTOWN DEVELOPMENT COORDINATOR

#### **REQUESTED ACTION:**

Closure of the 100 block of East Elm Street on Thursday September 10, 2020 (5p) through Sunday September 13, 2020 (5p) for the 2020 DockDogs event.

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

City Council has received a request from Jennifer Talley and Richard Shevlin on behalf of ALCOVETS for the closure of the 100 block of East Elm Street on September 10<sup>th</sup>-13<sup>th</sup> for the 2020 DockDogs event. The closure request is to start at 5pm Thursday September 10, 2020 in order to construct a 40' pool and 40' deck with the event taking place daily 9am – 4pm through Sunday September 13, 2020.

#### In addition, the applicants have requested the following:

- Approval for Alamance County to provide police protection due to the continued threats in the downtown area and not require EDS.
- Approval for porta johns on the city sidewalk (to be paid for by event staff)
- Approval of the use of additional bleachers needed for event due to covid-19 and social distancing requirements.

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

- A certificate of liability (COI) listing the City as an additional insured certificate holder is required from the event organization
- They are to schedule public safety following the Extra Duty Solutions process
- Follow the Governor's guidelines for Phase II as they pertain to outdoor gatherings

#### **FISCAL IMPACT:**

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

#### STAFF RECOMMENDATION:

Postpone. Since the onset of the COVID-19 Pandemic and the issuance of statewide executive and emergency orders, the City has not hosted or approved like events in the interest of public health. Since public gatherings are currently limited to 25 people, an alternative recommendation is for this event to take place on private property.

#### **SUGGESTED MOTION(S):**

*I make a motion to deny* the requested street closure of the 100 block of East Elm Street Thursday September 10, 2020 (5pm) – Sunday September 13, 2020 (5pm).

I make a motion to approve the requested street closure of the 100 block of East Elm Street on Thursday September 10, 2020 (5p) through Sunday September 13, 2020 (5p) and the closure of sidewalks necessary for portable restrooms and the use of City-owned bleachers with the following condition(s):

#### ALCOVETS:

- Obtains and submits a Certificate of Liability Insurance (COI) meeting all City requirements;
- Schedules public safety personnel following the Extra Duty Solutions process;
- Follows all the Governor's guidelines set forth in Phase II for outdoor gatherings and limiting the event to 25 people;
- Provides sanitizing stations and social distancing;
- Coordinates and provides for the delivery of City bleachers

#### Re: ALCOVETS will be hosting Dockdogs again on September 12, 13 from 9am to 4pm

Aaron Holland <aholland@cityofgraham.com>

Sun 7/12/2020 4:31 PM

**To**: Jennifer Talley <grahamcinema@triadbiz.rr.com> **Cc**: Mary Faucette <mfaucette@cityofgraham.com>

Hey Jennifer,

Yea I see why it was sent back, there's an "r" added in my email address. Obviously we missed the deadline for the meeting this upcoming Tuesday, but we should still have time with the upcoming August meeting. I've copied Mary on this email since she has become the conduit for downtown eventsy

Mary- please see the request from ALCOVETS below...

**Thanks** 

#### Get Outlook for iOS

From: Jennifer Talley <grahamcinema@triadbiz.rr.com>

Sent: Sunday, July 12, 2020 4:24 PM

To: Aaron Holland

Subject: FW: ALCOVETS will be hosting Dockdogs again on September 12, 13 from 9am to 4pm

[NOTICE: This message originated outside of the City of Graham, NC mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

I got this back in my email so I am resending. Thanks.

From: Jennifer Talley <grahamcinema@triadbiz.rr.com>

Sent: Friday, July 3, 2020 1:02 PM

**To:** 'ahollarnd@cityofgraham.com' <ahollarnd@cityofgraham.com> **Cc:** 'chucktalley21@hotmail.com' <chucktalley21@hotmail.com>

Subject: ALCOVETS will be hosting Dockdogs again on September 12, 13 from 9am to 4pm

We would like to formally request permission to close the E. Elm 100 block of downtown Graham for an event to be held on September 12-13 from 9am to 4pm.

ALCOVETS requests the closure of 100 Block of E. Elm St in downtown Graham on September 13<sup>th</sup> - 15<sup>th</sup> for the 2020 Dockdogs event. The closure will begin at 5:00pm on Friday September 11 and re-open by 5:00pm on Sunday September 13<sup>th</sup>. We have spoken with Mike Holt and the Talleys regarding the closure since it will be affecting their businesses. They have happily agreed to this closure so the event can be its best. On Friday E. Elm Street will be closed from the Soda Shop past Colonial Hardware so that citizens can still get to Mike Holt's businesses on that street until 5pm that day. After 5pm, the road will be closed from Soda Shop to Marshall St. The closure is needed on Friday in order to set up the 40' pool and 40' deck. All proceeds benefit the non-profit ALCOVETS which is a local 501(c)(3) which helps local veterans in Alamance County.

Thanks so much for your cooperation and we appreciate you working with us on this POSITIVE event that

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promotes Graham.

Obviously, this is all contingent on NC Governor allowing large mass gatherings. We have a lot to prepare for so we would appreciate your approval with this stipulation.

Thanks.

Jennifer Talley 336-516-1460

2 of 2 7/13/2020, 10:08 AM

#### **DOCKDOGS - NATIONAL EVENT UPDATE**

#### Jennifer Talley < grahamcinema@triadbiz.rr.com >

Wed 8/5/2020 3:38 PM

To: Mary Faucette <mfaucette@cityofgraham.com>; Aaron Holland <aholland@cityofgraham.com>

Cc: chucktalley21@hotmail.com <chucktalley21@hotmail.com>

2 attachments (2 MB)

DOCKDOGS INC.-DOWNTOWN GRAHAM DOCKDOGS-CERTS.PDF; Safety-Guideling-for-DockDogs-Dueling-Dogs-Events.pdf;

[NOTICE: This message originated outside of the City of Graham, NC mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Dockdogs Worldwide would like the event to be a NATIONAL EVENT which would require qualifiers to be held on Friday. Therefore,

ALCOVETS would like to be put on the August agenda and request the following:

Approval for road closure for their event (see below details)

Approval for Alamance County to provide police protection due to the continued threats in the downtown area and not require EDS.

Approval for portajohns on the city sidewalk (to be paid for by event staff)

Approval of the use of additional bleachers needed for event due to covid-19 and social distancing requirements.

We would like to formally request permission to close the E. Elm 100 block of downtown Graham for an event to be held on September 11-13 from 9am to 4pm.

ALCOVETS requests the closure of 100 Block of E. Elm St in downtown Graham on September 10<sup>th</sup> - 13<sup>th</sup> for the 2020 Dockdogs event. The closure will begin at 5:00pm on Thursday September 10<sup>th</sup> and re-open by 5:00pm on Sunday September 13<sup>th</sup>. We have spoken with Mike Holt and the Talleys regarding the closure since it will be affecting their businesses. The closure is needed on Thursday night in order to set up the 40' pool and 40' deck. All proceeds benefit the non-profit ALCOVETS which is a local 501(c)(3) which helps local veterans in Alamance County.

Thanks so much for your cooperation and we appreciate you working with us on this POSITIVE event that promotes Graham.

We have attached a copy of out Covid-19 Plan for this event. Another event similar to this one was recently done in Kentucky and their state was also at stage 2 and it was a huge success and had no issues. We have a lot to prepare for so we would appreciate your approval.

Thanks.

Richard Shevlin 336-516-2474