

<u>CALL TO ORDER</u>: Mayor Jennifer Talley

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION: SMALL BUSINESS WEEK

CONSENT AGENDA:

- a. To approve March 14, 2023, City Council meeting minutes.
- **b.** To approve an audit contract with Stout, Stuart, McGowen & King, LLP, for \$22,500, to audit City of Graham accounts for Fiscal Year 2022-2023.
- **c.** To approve an agreement between the City of Burlington and the City of Graham to continue the partnership to maintain geographic data, develop GIS services, establish Regional Geographic Information System standards, and adopt a resolution amending the Regional Geographic Information System agreement.
- **d.** To set a date of public hearing for May 9, 2023, to consider extending the corporate limits of the City of Graham for a tract of land totaling 53.90 acres and to direct the City Clerk to investigate the sufficiency of the petition.
- e. To set a date of public hearing for May 9, 2023, to consider extending the corporate limits of the City of Graham for a tract of land totaling 14.717 acres located on Luther Drive and to direct the City Clerk to investigate the sufficiency of the petition.
- f. To approve the following tax releases in the amount of \$8,229.94.

PUBLIC HEARING:

1. City Council will consider a request to rezone 1.52 acres located at 1952 East Webb Avenue from R-7, High-Density Residential, to C-R, Conditional Residential, to construct a 48-unit multi-family structure. (Planning Board Recommended Approval)

NEW BUSINESS:

2. <u>SPECIAL EVENT APPLICATION – STREET CLOSING REQUEST – MAY 13, 2023:</u>

City Council will consider approval of a special events application to hold a concert on May 13, 2023, and to close the 100 block of East Elm Street from 12:00 pm to 10:00 pm.

3. <u>APPOINT VOTING DELEGATE</u>:

City Council will designate a delegate to vote in the electronic voting process for the North Carolina League of Municipalities Board elections and to vote on the League's Bylaws on behalf of the City of Graham.

4. <u>AUTHORIZE CONVEYANCE – VEHICLES – ALAMANCE COMMUNITY COLLEGE</u>:

City Council will consider adopting a resolution authorizing the conveyance of a 2008 Chevy Impala and two 2010 Crown Victoria vehicles to Alamance Community College pursuant to G.S. 160A-274.

PUBLIC COMMENT PERIOD

CITY STAFF COMMENTS

CITY COUNCIL COMMENTS

ADJOURN





Proclaiming the first week of May, as Small Business Week.

in the City of Graham

WHEREAS, for more than 50 years, the U.S. Small Business Administration (SBA) has celebrated National Small Business Week, which recognizes the critical contributions of America's entrepreneurs and small business owners.; and

WHEREAS, Small Business Week is now observed throughout the nation; and

WHEREAS, we recognize the important role that small businesses play in bringing innovation, quality of life, jobs, and investment to the city; and

WHEREAS, small business owners are historically leading donors to the local community through financial gifts and volunteer hours; and

WHEREAS, focusing on entrepreneurial development and supporting small businesses provides for a stronger, more resilient economy.

NOW, THEREFORE, I, Mayor Jennifer Talley, of the City of Graham, and the Graham City Council, do hereby proclaim the first week of May, as

"SMALL BUSINESS WEEK" IN THE CITY OF GRAHAM

FURTHERMORE, I urge all residents to recognize the value of small businesses and to support them through patronage and advocacy.

This the 11th day of April 2023.

Jennifer Talley, Mayor City of Graham

City of Graham City Council Meeting Minutes March 14, 2023



The City Council of the City of Graham held a regularly scheduled meeting at 6:00 p.m. on March 14, 2023, in the Council Chamber, City Hall Municipal Building located at 201 South Main Street, Graham, NC.

<u>Council Members Present:</u> Mayor Jennifer Talley Mayor Pro Tem Ricky Hall Council Member Bobby Chin Council Member Joey Parsons Council Member Bonnie Whitaker

Staff Present:

Megan Garner, City Manager Aaron Holland, Assistant City Manager Bryan Coleman, City Attorney Bob Ward, City Attorney Renee Ward, City Clerk Josh Johnson, City Engineer

CALL TO ORDER:

Mayor Jennifer Talley called the meeting to order at 6:00 p.m. and presided.

INVOCATION & PLEDGE OF ALLEGIANCE

Rev. Dr. Gary Thorpe, First Baptist Missionary Church gave the invocation and all stood for the Pledge of Allegiance.

<u>RECOGNITION:</u> Graham Fire Department Awards

Fire Chief Tommy Cole shared the following 2022 call statistics:

- Total Incidents 2,241
- Fire Related Calls 816
- Medical Related Calls 1,625
- Structure Fires 23
- Motor Vehicle Accidents 167
- Cardiac Arrest Calls 47

Fire Chief Cole recognized members of the Graham Fire Department for awards received for 2022:

2022 Rookie Firefighter of the Year: Firefighter Maison Mayton (Not pictured)

- Joined in March 2022
- Recent graduate of the ACC Fire Academy

2022 Volunteer Firefighter of the Year: Firefighter Dennis Bullis

- Joined in February 1979
- Retired with 44 years of service on February 1, 2022
- Served as Treasurer of the GFD Volunteer Firefighter Fund
- Served as Treasurer of the GFD Firefighters Relief Fund



2022 Career Firefighter of the Year: Fire Fighter Matthew Bradsher

- Hired in February 2020
- Coordinator of the GFD Fire Explorer Post

2022 Officer of the Year: Captain Kevin Squires

- Joined in February 1998
- F/T Engineer with the Morrisville Fire Department

2022 Chiefs Award:

- Chaplain Darryl Peebles
- Joined in January 2003
- Retiring in 2023 with 20 years of service







2022 Medical Life Saving Awards:

February 2022 successful CPR Save:

- Fire Fighter Chris Presley
- Fire Fighter Matthew Bradsher

October 2022 successful CPR Save:

- Fire Fighter Clay Davis
- Captain Chris Stokes
- Captain Kevin Squires



Mayor Talley, Engineer Bradsher, Fire Fighter Davis, Capt. Stokes, Capt. Squires, Chief Cole

Fire Chief Cole recognized Vic and Joanne Pate. He shared that on February 2, 2023, Mr. Pate suffered a cardiac arrest while driving on the interstate. The Graham Fire Department responded along with Alamance County EMS and the NC State Highway Patrol. Chief Cole arrived on the scene with NCSHP Troopers Caleb

Kirby and John Eberle to find Mr. Pate in his vehicle. He had hit the jersey wall and come to a rest. Troopers Kirby and Eberle forced entry into the vehicle and with the help of Chief Cole, they pulled the patient onto the roadway and began CPR. Graham Engine 10 and Engine 30 arrived and assisted with CPR and Defibrillation. Captain Jason Cook delivered one shock with the AED and Fire Fighters Hasten Watson and Shaun Riley established an airway and continued chest compressions. Mr. Pate was loaded in the ambulance and transported to Alamance Regional Medical Center and then transferred to Duke University Hospital. He was later released to come home where he is recovering. This was the first time Mr. Pate had the opportunity to meet the firefighters and troopers who assisted him.

Chief Cole recognized the following personnel that assisted on this call:

- Trooper Caleb Kirby
- Trooper John Eberle
- Captain Jason Cook
- Captain Michael Quigley
- Firefighter Hasten Watson
- Firefighter Shaun Riley
- Firefighter Rob Patterson

Chief Cole thanked the Pate family for attending and thanked the City Council for allowing the Graham Firefighters and Troopers to be recognized during the meeting.



Mayor Talley, Capt. Cook, Mr. Pate, Ms. Pate, Trooper Kirby, Trooper Eberle, Chief Cole

HISTORIC RESOURCES COMMISSION REPORT - HISTORIC PLAQUES – Chair Zipporah Clark-Baldwin

Chairperson Clark-Baldwin and Commission Member Ms. Chin gave an overview of the process of identifying historic buildings downtown. Ms. Clark-Baldwin shared three quotes received for the cost of bronze plaques to match the ones already on numerous buildings. Ms. Chin stated they would be contacting Walter Boyd to determine the language to be used on the plaques. Ms. Clark-Baldwin stated there were funds for ten plaques and asked for additional funds for ten more plaques.

CONSENT AGENDA:

- a. To approve February 14, 2023, City Council meeting minutes.
- **b.** To approve a Budget Amendment Ordinance increasing City Council's travel budget from \$4,000 to \$7,000.
- c. To approve the following tax releases in the amount of \$366.48.

Motion by Mayor Pro Tem Hall to approve the foregoing Consent Agenda, seconded by Councilmember Parsons. The motion passed unanimously.

PUBLIC COMMENT PERIOD

Mr. Jackie Fortner asked to hold a Gospel Concert on May 13, 2023, in the Colonial Hardware parking lot and to close a portion of E. Elm Street for vendors and food trucks. Assistant City Manager Holland provided his email address to be able to assist Mr. Fortner through the application process. Council consensus was to place this item on April 11, 2023, City Council agenda for consideration.

CITY STAFF COMMENTS

City Engineer Josh Johnson stated the Albright Avenue water line construction project had begun and design work had started for the 10" replacement line from the water plant to downtown.

Assistant City Manager Aaron Holland asked Council to recommend interested persons to serve on the Pedestrian Plan Update Committee. Mayor Talley stated she would like to serve on the committee.

CITY COUNCIL COMMENTS

Council discussed the proposed NC DOT roundabout at E. Elm and Hardin Streets. Council voiced concerns about trucks being able to make safe turns without intruding on the inside roundabout and whether it would be safe for pedestrians to cross. Mayor Talley stated for the record she did not support the roundabout and would like for staff to have a conversation with NC DOT expressing Council concerns and the possibility of a redesign.

Mayor Talley stated the old Sagebrush restaurant had been renovated and voiced concerns about traffic entering the restaurant. Council discussed how to extend Bruce Turney Road to East Crescent Square Drive. Assistant City Manager Holland stated it would be costly due to having to cross the creek and floodplains.

Mayor Pro Tem Hall asked if staff could look into the placement of a stop light at the intersection of West Gilbreath and Holt Avenue. Correction: Street light at the intersection of W. Gilbreath Street and Holt Street. Staff relayed the street light request to Duke Energy.

Mayor Pro Tem Hall asked Council to consider funding \$6,500 for Alamance County Transportation Authority (ACTA). Mayor Talley stated she was not a supporter of funding ACTA. The Council consensus was to have staff review how ACTA is funded and report back.

ADJOURN

Mayor Pro Tem Hall motioned to adjourn, seconded by Council Member Chin. The motion passed unanimously. The meeting was adjourned at 7:47 pm.

<u>Renee M. Ward. CMC</u> City Clerk

> March 14, 2023 City Council Meeting



SUBJECT:	AUDIT CONTRACT
PREPARED BY:	MELANIE KING, FINANCE OFFICER

REQUESTED ACTION:

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

BACKGROUND/SUMMARY:

The Local Government Budget and Fiscal Control Act requires that all units of local government "have its accounts audited as soon as possible after the close of each fiscal year by a certified public accountant..." Due to a concern in local government circles regarding auditor independence, the City is approaching its ninth year of a hybrid method of financial reporting and auditing. Under this hybrid arrangement, the City's former auditors, Cobb, Ezekiel, Loy & Company, P.A, will assist Staff with audit preparation and financial reporting, and Stout, Stuart, McGowen & King, LLP, will complete the required audit for the City.

FISCAL IMPACT:

The fee stipulated in the contract is \$22,500, which is \$550 (2.5%) greater than last year.

STAFF RECOMMENDATION:

Approval

SUGGESTED MOTION(S):

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

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

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

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

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
	06/30/23	10/31/23
		Must be within four months of EVE

hereby agree as follows:

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

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

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

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

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

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

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

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

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

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval, the invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

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

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis,

(b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

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

CONTRACT TO AUDIT ACCOUNTS

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

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

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

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

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

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

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

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

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

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

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

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

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

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to audits with fiscal year ends of June 30, 2021 and later. The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

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

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

CONTRACT TO AUDIT ACCOUNTS

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards*, 2018 Revision. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	City of Graham
Audit Fee	\$ 22,500
Additional Fees Not Included in Audit Fee	:
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

Discretely Presented Component Unit		
Audit Fee	\$	
Additional Fees Not Included in Audit Fee:		
Fee per Major Program	\$	
Writing Financial Statements	\$	
All Other Non-Attest Services	\$	

DPCU FEES (if applicable)

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
STOUT STUART MCGOWEN & KING, LLP	
Authorized Firm Representative (typed or printed)* Patricia B. Rhodes	Signature R. R.R.L
Date*	Email Address*
03/14/23	pbrhodes@ssmkllp.com

GOVERNMENTAL UNIT

Governmental Unit* City of Graham	
Date Primary Government Unit Governing Boar (G.S.159-34(a) or G.S.115C-447(a))	rd Approved Audit Contract*
Mayor/Chairperson (typed or printed)* Jennifer Talley	Signature*
Date	Email Address jtalley@cityofgraham.com

Chair of Audit Committee (typed or printed, or "NA") Jennifer Talley	Signature
Date	Email Address jtalley@cityofgraham.com

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Megan Garner	
Date of Pre-Audit Certificate*	Email Address*
	mgarner@cityofgraham.com

SIGNATURE PAGE – DPCU (complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

Signature*	
Email Address*	
	~

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

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

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

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

PRINT



STOUT STUART M[©]GOWEN & KING llp

Certified Public Accountants

March 14, 2023

Advisors to Management Ms. Jennifer Talley, Mayor City of Graham Graham, North Carolina

Dear Mayor Talley:

We pleased to confirm our understanding of the services we are to provide City of Graham for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of City of Graham as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Graham's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Graham's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

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

Street Address: 1233 South Church Street Burlington, NC 27215

336-226-7343 fax 336-229-4204 www.ssmkllp.com e-mail: ssmk@ssmkllp.com 1) Management's Discussion and Analysis

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

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

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

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

6) Local Government Employees' Retirement System Schedule of Contributions

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

We have also been engaged to report on supplementary information other than RSI that accompanies City of Graham's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole [in a separate written report accompanying our auditor's report on the financial statements]:

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

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of City of Graham and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.¹ Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will

communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

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

Other Services

We will also assist in preparing the financial statements and related notes of City of Graham in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

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

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements;

compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

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

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

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

Engagement Administration, Fees, and Other

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

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

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

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

Patricia B. Rhodes is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately June 1, 2023 and to issue our reports no later than October 31, 2023. Our fee for these services will be at \$22,500 in accordance with our audit contract dated March 14, 2023.

Reporting

We will issue a written report upon completion of our audit of City of Graham's financial statements. Our report will be addressed to the City Council of the City of Graham. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

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

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

Very truly yours,

STOUT STUART ME COWEN & KING LLP

RESPONSE:

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

Management signature	
Title:	
Date:	

Governance signature:	
Title:	
Date:	



7900 McCloud Road Suite 101 Greensboro, NC 27409

> ph 336.285.6510 f 855.498.6596 duncanashe.com

Report on the Firm's System of Quality Control

December 29, 2020

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

We have reviewed the system of quality control for the accounting and auditing practice of Stout Stuart McGowen & King, LLP ("the firm") in effect for the year ended June 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Members: American Institute of Certified Public Accountants | North Carolina Association of Certified Public Accountants

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Stout Stuart McGowen & King, LLP in effect for the year ended June 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail.* Stout Stuart McGowen & King, LLP has received a peer review rating of *pass.*

Dunca Ashe, p.A.

Duncan Ashe, P.A.



SUBJECT:	AMENDING GIS AGREEMENT
PREPARED BY:	AARON HOLLAND, ASSISTANT CITY MANAGER

REQUESTED ACTION:

Approve Resolution to Amend the Regional Geographic Information System Agreement.

BACKGROUND/SUMMARY:

In 2001 the Cities and Burlington and Graham along with the Town of Elon entered into a Regional Geographic

Information System (ReGIS) Agreement. Referred to simply as our "mapping system", this partnership affords employees and citizens access to geographical information such as parcel data, location of utilities, zoning, garbage routes, flood plains, etc...



The resolution seeks to extend the agreement through FY 2026-2027.

FISCAL IMPACT:

It is anticipated that the cost for the upcoming fiscal year will be about \$105,000. The City, by itself, could not provide the same level of service for less.

STAFF RECOMMENDATION:

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

SUGGESTED MOTION(S):

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

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GRAHAM, NORTH CAROLINA, TO AMEND THE REGIONAL GEOGRAPHIC INFORMATION SYSTEM (ReGIS) AGREEMENT

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

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

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

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

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

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

WHEREAS, the current ReGIS Agreement will expire at the end of the fiscal year 2022-2023.

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

Section 1:

Item 2 of the Regional Geographic Information System (ReGIS) Agreement — "Duration of Agreement"— be amended to extend the agreement through fiscal year 2026-2027.

Section 2:

This resolution will take effect upon the passage of identical resolutions by all ReGIS Partners.

Adopted this <u>11th day of April 2023</u>, by the City Council of the City of Graham, North Carolina.

Jennifer Talley, Mayor City of Graham

Attest

STATE OF NORTH CAROLINA CITY OF BURLINGTON

REGIONAL GEOGRAPHIC INFORMATION SYSTEM (ReGIS) AGREEMENT

THIS AGREEMENT made and entered into this <u>11th day of April 2023</u>, by and between the CITY OF BURLINGTON, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "City"), and the CITY OF GRAHAM and the TOWN OF ELON (hereinafter collectively referred to as "Partners").

WITNESSETH:

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

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

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

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

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

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

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

1. PURPOSE:

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

2. DURATION OF AGREEMENT:

This agreement shall be in effect from fiscal year 2023-2024 through fiscal year 2026-2027, providing for an annual cost-sharing arrangement. Any party may terminate its participation in this joint effort by giving six (6) months' written notice to all other parties of its intent to terminate, to take effect commencing with the following fiscal year.

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

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

5. DUTIES OF PERSONNEL:

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

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

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

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

City of Graham	72%	(6,741 parcels)
Town of Elon	28%	(2,367 parcels)

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

City of Burlington	71%	(22,276 parcels)
City of Graham	21%	(6,741 parcels)
Town of Elon	8%	(2,367 parcels)

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

7. PERSONAL PROPERTY:

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

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

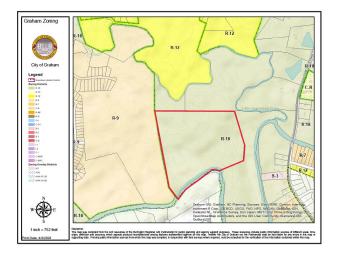
(Seal)	CITY OF BURLINGTON	
ATTEST:	By: Mayor	
City Clerk	Date:	
	CITY OF GRAHAM	
ATTEST:	By: Mayor Jennifer Talley	
Renee M. Ward City Clerk	Date: April 11, 2023	
(Seal)	TOWN OF ELON	
ATTEST:	By: Mayor	
Town Clerk	Date:	



SUBJECT:	ANNEXATION OF 53.90 +/- ACRES
PREPARED BY:	CAMERON WEST, PLANNER

REQUESTED ACTION:

Approve the resolution fixing a date of May 9, 2023, for a public hearing on the question of contiguous annexation pursuant to G.S. 160A-31 for a tract of land totaling 53.90-acres.



BACKGROUND/SUMMARY:

The 53.90-acre area being considered for annexation is contiguous. The Developer is planning to connect to public water and sewer to this site for their residential properties.

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. Following a public hearing, approval of an Annexation Ordinance is the final step for Council in the

FISCAL IMPACT:

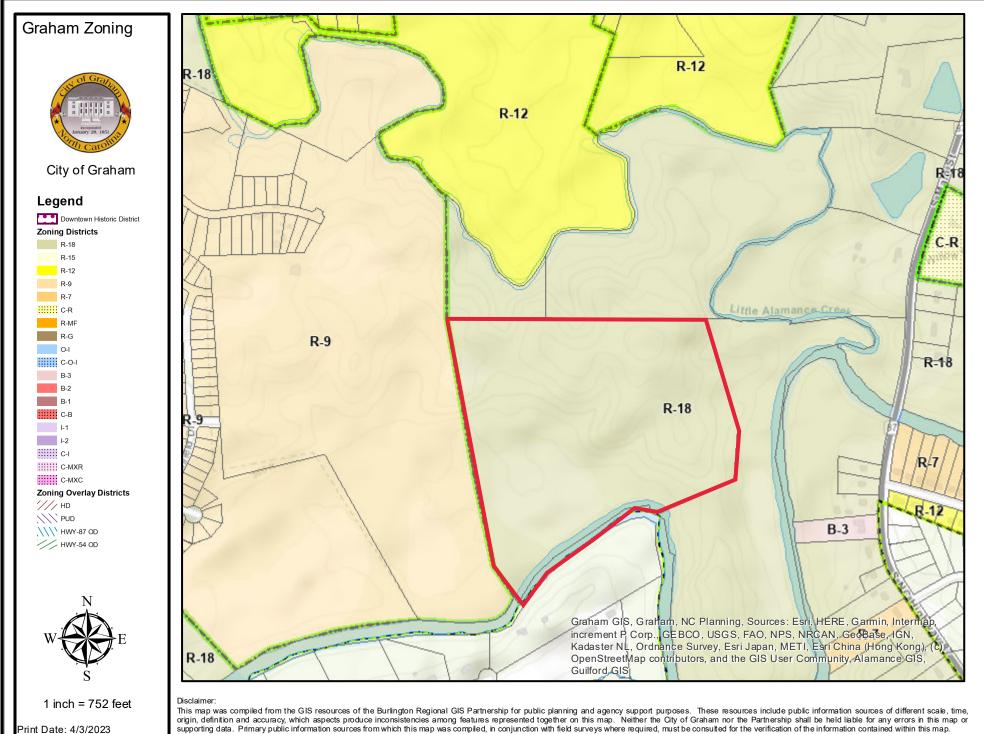
New residential property generally creates positive tax revenue for the City, and because the public services are being connected at this site, the cost to the City is minimal.

STAFF RECOMMENDATION:

Approval.

SUGGESTED MOTION(S):

- 1. I move we approve the resolution directing the City clerk to investigate a petition received under G.S. 160A-31 for potential contiguous annexation of GPIN 8882178503.
- 2. I move we approve the resolution fixing date of May 9 2023, for a public hearing on the question of annexation pursuant to G.S. 160A-31 for 53.90 (+/-) acres.



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SURVEYOR'S CERTIFICATION:

I JOSHUA A. MONTAZERI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK **SEE**, PAGE **MAP**; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK **SEE**, PAGE **MAP**; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10.000+; AND THAT THE PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

REGARDING ORIENTATION AND CONTROL POINT COORDINATES: I, JOSHUA A. MONTAZERI, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- (1) CLASS OF SURVEY: CLASS 1
- (2) POSITIONAL ACCURACY: 1: 50,000+ (3) TYPE OF GPS FIELD PROCEDURE: VRS-RTK
- (4) DATES OF SURVEY: SEPTEMBER 18, 2020
- 5) DATUM/EPOCH: NAD83/2011
- (6) PUBLISHED/FIXED-CONTROL USE: CORS (7) GEOID MODEL: NCGEOID 12B GRS80
- (8) COMBINED GRID FACTOR(S): 0.99995931
- (9) UNITS: US SURVEY FEET

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

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 24th. DAY OF SEPTEMBER, 2020.





ANNEXATION APPROVED BY THE GRAHAM CITY COUNCIL ON THE _____ DAY OF _____, 2020. WITH AN EFFECTIVE DATE OF _____, PROVIDED THAT THE PLAT BE RECORDED WITHIN SIXTY DAYS OF FINAL APPROVAL.

BY	MAYOR	DATE
ATTEST	CITY CLERK	DATE

REVIEW OFFICER'S CERTIFICATE ALAMANCE COUNTY, NORTH CAROLINA

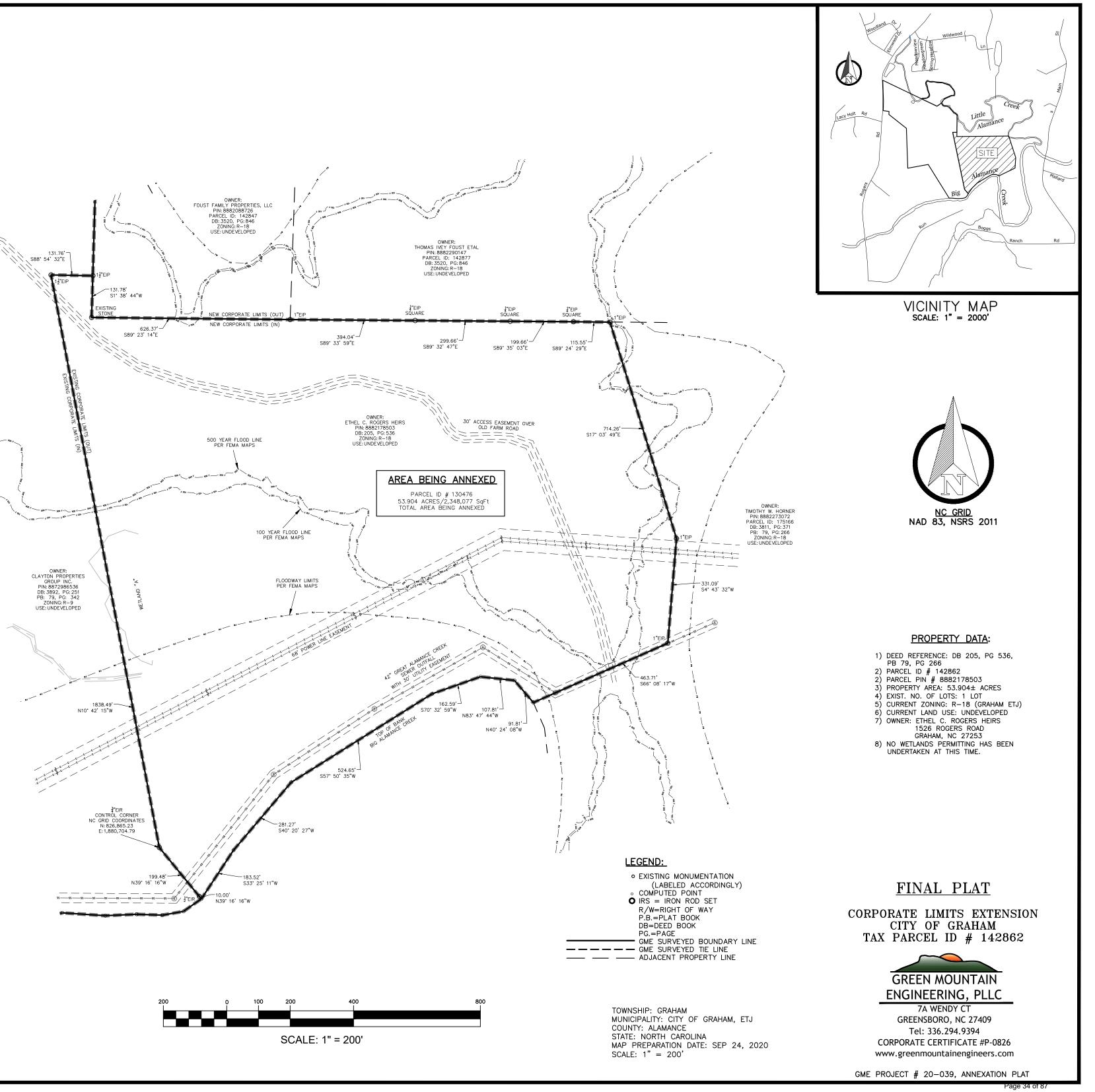
, REVIEW OFFICER OF ALAMANCE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

SIGNED: ___

SURVEY NOTES:

INSPECTION.

DATE



5. BEARINGS AROUND SUBJECT PROPERTY ARE ORIENTED TO THE BEARING BASE REFERENCE IN THE NORTH ARROW. ALL GRID BEARINGS ARE SO NOTED. 6. IRON PINS (#4 REBAR) SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

ANY AND ALL FACTS THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE.

WERE TAKEN FROM ACTUAL FIELD LOCATIONS AND/OR MAPS BY OTHERS.

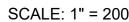
7. A PORTION OF THE SUBJECT PROPERTY DOES LIE WITHIN A SPECIAL FLOOD HAZARD AREA PER FEMA MAP # 3710887200K, 3710888300K, 3710887300K, 3710888200K, 3710888300K, DATED 11/17/2017.

1. THIS PROPERTY IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO THE DATE OF THIS MAP WHICH WERE NOT APPARENT AT THE TIME OF OUR FIELD

2. THE SURVEYOR HAS NOT PERFORMED A TITLE SEARCH, THEREFORE, THIS MAP IS SUBJECT TO

3. NO SUBSURFACE INVESTIGATION HAS BEEN DONE AT THIS TIME. UNDERGROUND UTILITIES SHOWN

4. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE INDICATED.



RESOLUTION FIXING DATE OF MAY 9, 2023. FOR A PUBLIC HEARING ON OUESTION OF <u>CONTIGUOUS ANNEXATION PURSUANT TO G.S. 160A-31 FOR 53.90 +/- ACRES OFF</u> <u>MAYFIELD DRIVE (AN2301)</u>

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 <u>public hearing</u> on the question of the annexation of the area described herein will be held at the City Hall, 201 S. Main Street, Graham, NC, at 6:00 pm on <u>May 9, 2023</u>.

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

Legal Description GPIN#: 8882178503

BEGINNING AT AN IRON PIPE FOUND LOCATED AT THE MOST SOUTH-EASTERLY CORNER OF THE PARCEL DESCRIBED HEREON, BEING THE TRUE POINT OF BEGINNING, AND HAVING THE FOLLOWING NORTH CAROLINA STATE PLANE COORDINATES: NC NAD 83 N:82751.037 E:1882308.671

THENCE FOLLOWING TWENTY (20) COURSES:

1. SOUTH 66 DEGREES 09 MINUTES 09 SECONDS WEST FOR 433.73 FEET TO AN IRON PIPE FOUND; THENCE 2. SOUTH 65 DEGREES 56 MINUTES 09 SECONDS WEST FOR 29.97 FEET TO AN IRON REBAR SET; THENCE 3. NORTH 40 DEGREES 24 MINUTES 03 SECONDS WEST FOR 91.81 FEET TO AN IRON REBAR SET; THENCE 4. NORTH 83 DEGREES 47 MINUTES 39 SECONDS WEST FOR 107.81 FEET TO AN IRON REBAR SET; THENCE 5. SOUTH 70 DEGREES 33 MINUTES 04 SECONDS WEST FOR 162.59 FEET TO AN IRON REBAR SET; THENCE 6. SOUTH 57 DEGREES 50 MINUTES 40 SECONDS WEST FOR 524.65 FEET TO AN IRON REBAT SET; THENCE 7. SOUTH 40 DEGREES 20 MINUTES 32 SECONDS WEST FOR 281.27 FEET TO AN IRON REBAR SET; THENCE 8. SOUTH 33 DEGREES 24 MINUTES 21 SECONDS WEST FOR 183.51 FEET TO AN IRON REBAR SET; THENCE 9. NORTH 39 DEGREES 22 MINUTES 49 SECONDS WEST FOR 9.69 FEET TO AN IRON REBAR FOUND; THENCE 10. NORTH 39 DEGREES 15 MINUTES 35 SECONDS WEST FOR 199.75 FEET TO AN IRON REBAR FOUND; THENCE 11. NORTH 10 DEGREES 42 MINUTES 17 SECONDS WEST FOR 1838.54 FEET TO AN IRON PIPE FOUND; THENCE 12. SOUTH 88 DEGREES 53 MINUTES 02 SECONDS EAST FOR 131.73 FEET TO AN IRON PIPE FOUND; THENCE 13. SOUTH 01 DEGREES 41 MINUTES 25 SECONDS WEST FOR 131.72 FEET TO A STONE MONUMENT FOUND; THENCE 14. SOUTH 89 DEGREES 23 MINUTES 52 SECONDS EAST FOR 626.58 FEET TO AN IRON PIPE FOUND; THENCE 15. SOUTH 89 DEGREES 31 MINUTES 11 SECONDS EAST FOR 393.59 FEET TO AN IRON REBA SET: THENCE 16. SOUTH 89 DEGREES 34 MINUTES 18 SECONDS EAST FOR 300.27 FEET TO AN IRON REBAR SET; THENCE 17. SOUTH 89 DEGREES 35 MINUTES 26 SECONDS EAST FOR 199.76 FEET TO AN IRON REBAR SET: THENCE 18. SOUTH 89 DEGREES 31 MINUTES 09 SECONDS EAST FOR 115.39 FEET TO AN IRON PIPE FOUND; THENCE 19. SOUTH 17 DEGREES 02 MINUTES 26 SECONDS EAST FOR 714.51 FEET TO AN IRON PIPE FOUND; THENCE 20. SOUTH 04 DEGREES 44 MINUTES 07 SECONDS WEST FOR 330.98 FEET TO SAID POINT OF BEGINNING. SAID PARCEL CONTAINS 2,348,038 SOUARE FEET OR 53.90 ACRES OF LAND, MORE OR LESS.

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 60A-31 OFF MAYFIELD DRIVE (GPIN: 8882178503) (AN2301)

WHEREAS, a petition requesting annexation of an area described in said petition was received on April 11, 2023, 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.

Jennifer Talley, Mayor

ATTEST:

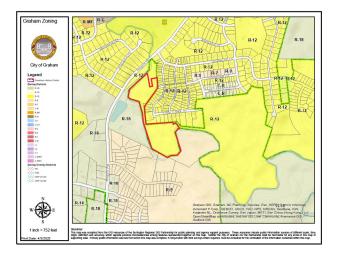
Renee M. Ward, City Clerk



SUBJECT:	ANNEXATION OF 14.717 +/- ACRES
PREPARED BY:	CAMERON WEST, PLANNER

REQUESTED ACTION:

Approve the resolution fixing a date of May 9, 2023, for a public hearing on the question of contiguous annexation pursuant to G.S. 160A-31 for a tract of land totaling 14.717-acres.



BACKGROUND/SUMMARY:

The 14.717-acre area being considered for annexation is contiguous. The Developer is planning to connect to public water and sewer to this site for their residential properties.

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. Following a public hearing, approval of an Annexation Ordinance is the final step for Council in the

FISCAL IMPACT:

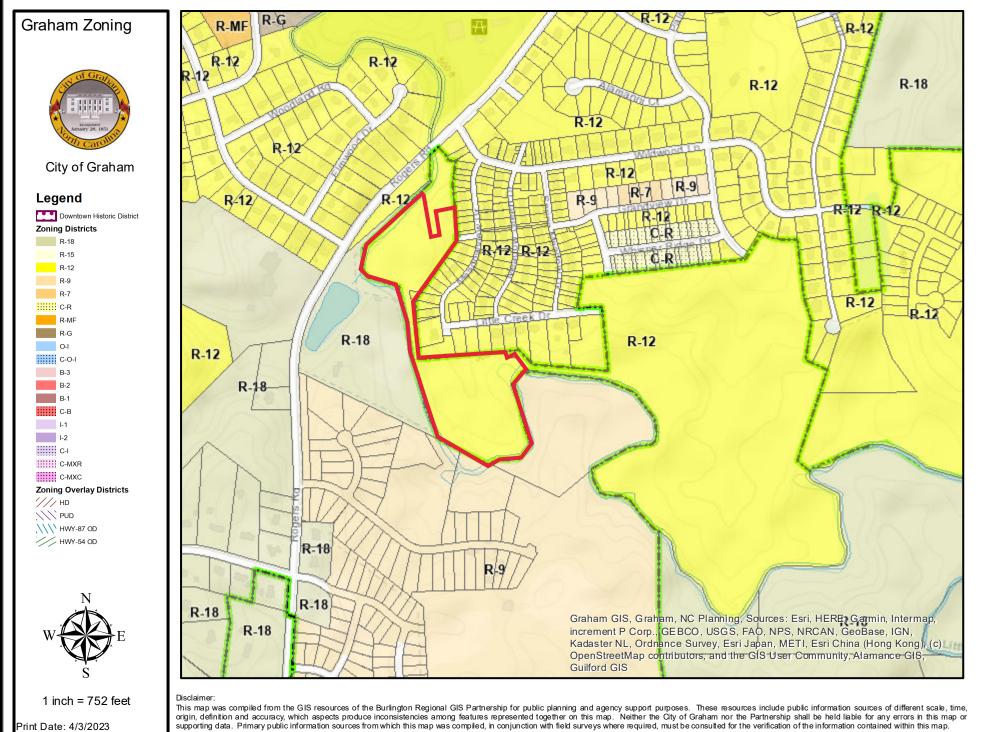
New residential property generally creates positive tax revenue for the City, and because the public services are being connected at this site, the cost to the City is minimal.

STAFF RECOMMENDATION:

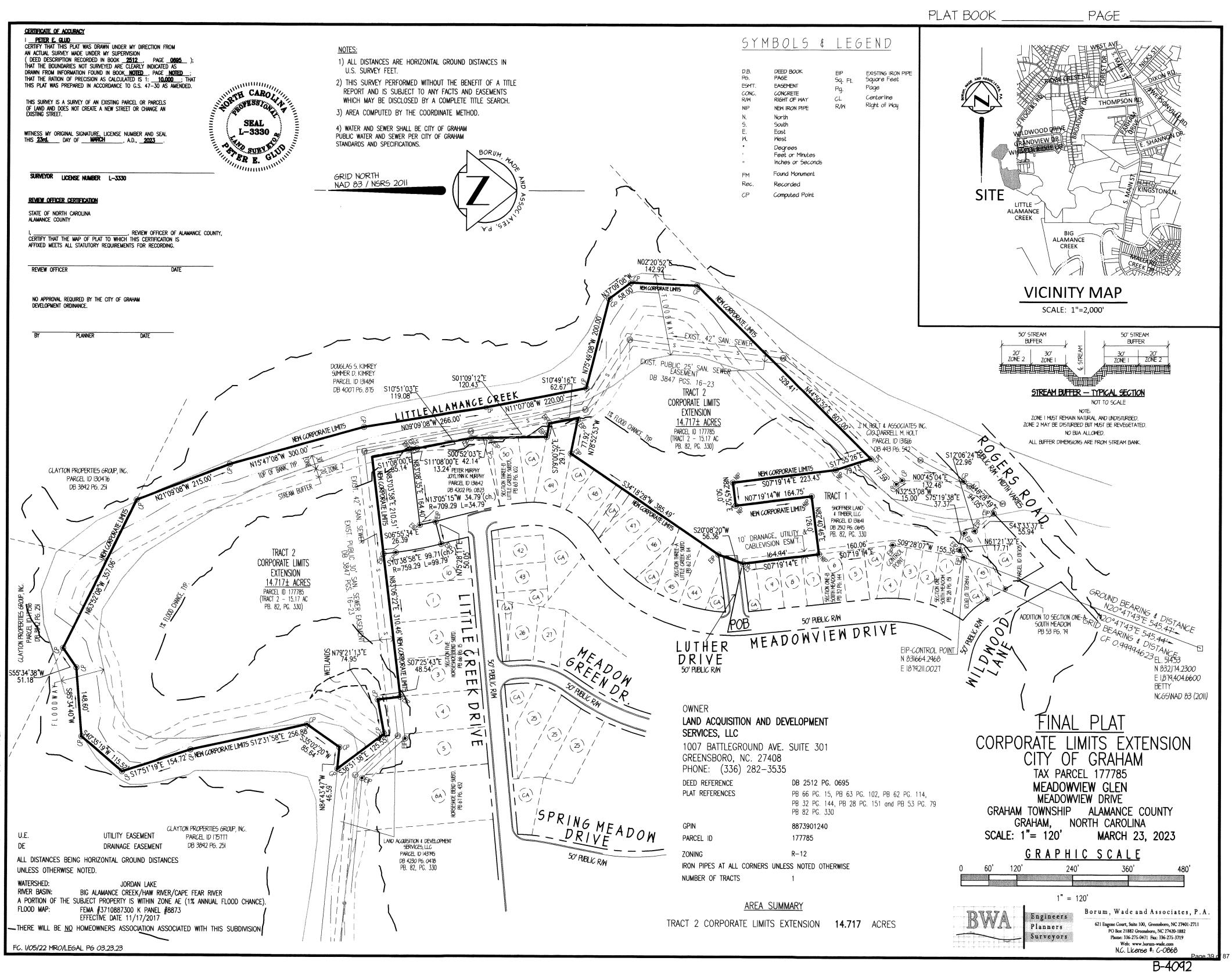
Approval.

SUGGESTED MOTION(S):

- 1. I move we approve the resolution directing the City clerk to investigate a petition received under G.S. 160A-31 for potential contiguous annexation of GPIN 8873901240.
- 2. I move we approve the resolution fixing date of May 9 2023, for a public hearing on the question of annexation pursuant to G.S. 160A-31 for 14.717 (+/-) acres off of Meadowview Drive.



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WINDSORVSHOFFNER TRACT 2WEADOWNIEW GLENIPLAT-

RESOLUTION FIXING DATE OF MAY 9, 2023, FOR A PUBLIC HEARING ON QUESTION OF <u>CONTIGUOUS ANNEXATION PURSUANT TO G.S. 160A-31 FOR 14.717 +/- ACRES OFF</u> <u>MEADOWVIEW DRIVE (AN2302)</u>

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, at 6:00 pm on May 9, 2023.

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

Legal Description GPIN#: 8873901240

Legal Description:

ALL 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: BEGINNING at an existing iron pipe in the northwest terminus of Luther Drive, a 50' public right-of-way, said point being the southwest corner of common area of South Meadows Owners Association, Inc, either now or formerly as described in instrument recorded in Deed Book 659, Page 639 and shown on Plat Book 32, Page 144, in the Alamance County Registry, said point also being the following two (2) courses and distances from an existing iron pipe-control point, having NAD 83\2011 coordinates of, Northing = 831,664.2968 and Easting = 1,879,211.0027: (i) South 09 deg. 28 min. 07 sec. West 155.36 feet to an existing iron pipe; (ii) South 07 deg. 19 min. 14 sec. East 325.00 feet; and running thence from the Point of Beginning, along the western terminus of Luther Drive, South 20 deg. 08 min. 20 sec. West 56.36 feet to an existing iron pipe in the southwest terminus of Luther Drive and being the northwest corner of Lot 44, Section Three A of Little Creek Subdivision, either now or formerly as described in instrument recorded in Plat Book 62, Page 114; thence along the western line of Lots 44 and 45 of Section Three A of Little Creek Subdivision and Lots 46-50 and common area of Section Three B of Little Creek Subdivision, either now or formerly as described in instrument recorded in Plat Book 63, Page 102, in the Alamance County Registry, the following five (5) courses and distances: (i) South 34 deg. 18 min. 28 sec. West 385.49 feet to an existing iron pipe; (ii) North 78 deg. 52 min. 53 sec. West 77.92 feet to an existing iron pipe; (iii) South 10 deg. 49 min. 16 sec. East 62.67 feet to an existing iron pipe; (iv) South 79 deg. 00 min. 52 sec. East 29.71 feet to an existing iron pipe; (v) South 01 deg. 09 min. 12 sec. East 120.43 feet to an existing iron pipe in the northwest corner of the common area of Section Three B of Little Creek Subdivision; thence continuing with the western line of the common area of Section Three B of Little Creek Subdivision and the western line of Peter Murphy and Joylynn K. Murphy, either now or formerly as described in instrument recorded in Deed Book 3750, Page 654, in the Alamance County Registry, and having parcel pin. 131642 ("The Murphy Property"), the following three (3) courses and distances: (i) South 00 deg. 52 min. 03 sec. East 42.14 feet to an existing iron pipe; (ii) South 10 deg. 51 min. 03 sec. East 119.08 feet to an existing iron pipe; (iii) South 11 deg. 08 min. 00 sec. East 13.24 feet to an existing iron pipe in the northwest corner of Land Acquisition and Development Services, LLC, either now or formerly as described in instrument recorded in Deed Book 4296, Page 890, in the Alamance County Registry, and having parcel pin. 177785 ("The Land Acquisition and Development Property"); thence with the western and southern lines of The Land Acquisition and Development Property, parcel pin. 177785, the following two (2) courses and distances: (i) South 11 deg. 08 min. 00 sec. East 85.14 feet to a point; (ii) North 83 deg. 03 min. 58 sec. East 210.51 feet to an existing iron pipe in the southwest corner of Lot 10, Section Five of Horseshoe Bend Subdivision, either now or formerly as described in instrument recorded in Plat Book 66, Page 15 in the Alamance County Registry; thence with the southern line of Lot 10 and Lots 1-3 of Section Five of Horseshoe Bend Subdivision, North 83 deg. 06 min. 22 sec. East 310.46 feet to an existing iron pipe in the northwest

corner of Land Acquisition and Development Services, LLC, either now or formerly as described in instrument recorded in Deed Book 4230, Page 478, in the Alamance County Registry, and having parcel pin. 143795 ("The Land Acquisition and Development Property, parcel pin 143795"); thence with the western and southern lines of The Land Acquisition and Development Property, parcel pin. 143795, the following three (3) courses and distances: (i) South 07 deg. 25 min. 43 sec. East 48.54 feet to a point; (ii) North 79 deg. 21 min. 13 sec. East 74.95 feet to a point; (iii) South 36 deg. 51 min. 38 sec. East 125.55 feet to a point in the northern line of Clayton Properties Group, Inc., either now or formerly as described in instrument recorded in Deed Book 3892, Page 251, in the Alamance County Registry, and having parcel pin. 175777 ("The Clayton Properties Group Property, parcel pin 175777"); thence with the northern line of The Clayton Properties Group Property, parcel pin 175777, the following seven (7) courses and distances: (i) North 84 deg. 43 min. 47 sec. West 46.59 feet to a point; (ii) South 35 deg. 02 min. 20 sec. West 85.64 feet to a point; (iii) South 12 deg. 31 min. 58 sec. East 256.88 feet to a point; (iv) South 17 deg. 51 min. 19 sec. East 154.72 feet to a point; (v) South 40 deg. 35 min. 19 sec. West 115.52 feet to a point; (vi) South 85 deg. 34 min. 40 sec. West 148.60 feet to a point; (vii) South 55 deg. 34 min. 38 sec. West 51.18 feet to a point in the northern line of Clayton Properties Group, Inc., either now or formerly as described in instrument recorded in Deed Book 3892, Page 251, in the Alamance County Registry, and having parcel pin. 177516 ("The Clayton Properties Group Property, parcel pin 177516"); thence with the northern line of The Clayton Properties Group Property, parcel pin 177516 and The Clayton Properties Group Property, parcel pin 130476, North 63 deg. 52 min. 08 sec. West 357.06 feet to a point in the southeast corner of Douglas S. Kimrey and Summer D. Kimrey, either now or formerly as described in instrument recorded in Deed Book 4007, Page 875, in the Alamance County Registry, and having parcel pin. 131489 ("The Kimrey Property"); thence with the eastern line of The Kimrey Property, the following eight (8) courses and distances: (i) North 21 deg. 09 min. 08 sec. West 215.00 feet to a point; (ii) North 15 deg. 47 min. 08 sec. West 300.00 feet to a point; (iii) North 09 deg. 09 min. 08 sec. West 266.00 feet to a point; (iv) North 11 deg. 07 min. 08 sec. West 220.00 feet to a point; (v) North 75 deg. 49 min. 08 sec. West 200.00 feet to a point; (vi) North 37 deg. 09 min. 08 sec. West 58.00 feet to a point; (vii) North 02 deg. 20 min. 52 sec. East 142.92 feet to a point; (viii) North 44 deg. 50 min. 52 sec. East 529.41 feet to a point in the northwest corner of Shoffner Land and Timber, LLC, either now or formerly as described in instrument recorded in Deed Book 2512, Page 695, in the Alamance County Registry, and having parcel pin. 131641 ("The Shoffner Land and Timber Property"); thence with the western and southern line of The Shoffner Land and Timber Property, the following five (5) courses and distances: (i) South 17 deg. 55 min. 26 sec. East 79.13 feet to a new iron pipe; (ii) South 07 deg. 19 min. 14 sec. East 223.43 feet to a new iron pipe; (iii) North 82 deg. 45 min. 52 sec. East 50.00 feet to a new iron pipe; (iv) North 07 deg. 19 min. 14 sec. West 164.75 feet to a new iron pipe; (v) North 82 deg. 40 min. 46 sec. East 126.00 feet to a new iron pipe in the western line of Lot 6, Section One-B, South Meadows Subdivision, either now or formerly as described in Plat Book 32, Page 144, in the Alamance County Registry; thence with the western line of Lots 6-9 and common area South 07 deg. 19 min. 14 sec. East 164.94 feet to the Point and Place of Beginning and containing 14.717 acres, more

or less, as shown on that certain survey entitled "Meadow Glen" prepared by Borum, Wade and Associates, P.A. dated March 23, 2023.

Renee M. Ward, City Clerk

Jennifer Talley, Mayor

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 60A-31 LOCATED OFF MEADOWVIEW DRIVE (GPIN: 8873901240) (AN2302)

WHEREAS, a petition requesting annexation of an area described in said petition was received on April 11, 2023, 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.

Jennifer Talley, Mayor

ATTEST:

Renee M. Ward, City Clerk

CITY OF GRAHAM REFUNDS

APRIL				
ACCT #	<u>YEAR</u>	NAME	REASON FOR REFUND	REFUND <u>AMOUNT</u>
665817	2022	LIDL US OPERATIONS LLC	CLERICAL ENTRY ERROR BY ALAMANCE CO.	1391.32
665817	2022	LIDL US OPERATIONS LLC	THERE WERE ASSETS DUPLICATED ON FILE	6838.62

TOTAL REFUNDS 8,229.94



STAFF REPORT

Prepared by Cameron West, Planner

Whitford Cove Apartments (CR2301)

Type of Request: Conditional Rezoning

Meeting Dates

Planning Board on March 21, 2023 City Council on April 11, 2023

Summary

This is a request to rezone 1.52 acres at 1952 E Webb Ave (GPIN: 8874766479) from R-7 (High-Density Residential to C-R (Conditional residential) to construct a 48-unit multi-family structure. This rezoning request only encompasses the region that falls within the Graham Zoning Jurisdiction and City limits. The proposed density is nearly ten units per acre of the total site. The future land use plan states appropriate density in the Downtown Residential zone is 3-6 dwelling units per acre. Furthermore, the Future Land Use Plan suggests detached housing as the most appropriate housing type, and may include duplexes. The developer is proposing a 1 parking space per unit condition on the site. Of the 48 units, 16 will be one bedroom and 32 will be two bedroom.

As mentioned, this property is listed on the Future Land Use Map as Downtown Residential, which are primarily settings for existing and future single-family detached housing but also mentions a desired pattern of a variety of housing choices. The Downtown Residential area also discusses human-scale buildings oriented toward the public realm, attractive architectural features, and porches and stoops that facilitate social interaction and provide eyes on the street. While the apartment building may not meet this criteria, this structure will provide a diverse housing use that this complex mix zoned lot can hold. This lot faces away from any City Streets and will be accessed via a portion of the lot that is in the Burlington City limits.

Planning Board Recommended Approval with the conditions of adding an extra 18 parking spaces and providing opaque screening of the building. The revised site plan shows the conformity to those conditions.

Contact Information

Stephen Brock 893 Holly Drive W Annapolis, MD 21409 336-813-3697; <u>stephen@brockvi.com</u>

> Location 1952 E Webb Ave

> > <u>GPIN:</u> 8874766479

Current Zoning R-7 (Single Family Residential)

Proposed Zoning C-R (Conditional Residential)

Overlay District

Surrounding Zoning R-7, B-2, R-MF

Single Family, Vacant

<u>Size</u> 1.52 acres (in city) 4.63 whole

Public Water & Sewer Yes

> Floodplain No

Staff Recommendation

Approval

REQUIRED AMENITIES:

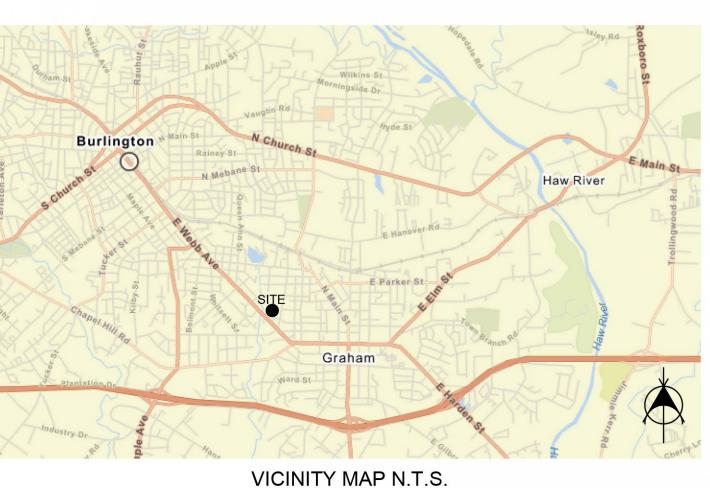
A. INDOOR/OUTDOOR SITTING AREAS - (W/ MIN. 1 BENCH, 3 LOCATIONS)
B. MULTI-PURPOSE ROOM (MIN. 250 SQ. FT.)
C. GAZEBO

ADDITIONAL AMENITIES:

D. RAISED BED GARDEN PLOTS
E. COVERED PATIO WITH SEATING - (MIN. 150 SQ. FT.)
F. RESIDENT COMPUTER CENTER - (MIN. 2 COMPUTERS)



WHITFORD COVE BURLINGTON/GRAHAM, NC



SITE INFORMATION:

WNER:	BSJD, LLC C/O BRIAN WAGONER 2937 LOWELL DR. BURLINGTON, NC 2721
EVELOPER:	BROCK VENTURES, INC. OR ASSIGNS 893 HOLLY DR. W ANNAPOLIS, MD 21409
RCHITECT:	MARTIN RILEY ASSOCIATES 215 CHURCH ST. SUITE 200 DECATUR, GA - 30030
DDRESS: MS#: DNING: TE AREA: ENSITY: TBACKS:	1952 E WEBB AVENUE 134517 GB, HDR (BURLINGTON) / R7 (GRAHAM) 4.6 +/- ACRES 10.4 UNITS/ACRES FRONT = 40' MINIMUM REAR = 25' MINIMUM SIDES = 15' MINIMUM
JILDINGS: PRINKLERS: ARKING SPACES:	(1) 4-STORY SENIOR APARTMENT BUILDING 13R 66 SPACES PROVIDED

SITE NOTES:

- NO RETAINING WALLS ANTICIPATED - 24' DRIVEWAY

BUILDING SQUARE FOOTAGE BREAKDOWN

OUT-TO-OUT OF BUILDING		
PERIMETER STUDS	=	59,744 S.F.
UNIT PAINT-TO-PAINT	=	41,856 S.F.
UNIT NET OUT-TO-OUT OF		
PERIMETER STUDS	=	44,176 S.F.
COMMON AND COMMUNITY		
OF PERIMETER STUDS	=	12,957 S.F.

UNIT INFORMATION:

NIT MIX		SPCS/UNIT	PAINT TO PAINT SQ. FT.
BR (A UNITS)		= 16	668 SQ. FT.
BR (B UNITS)		= 32	_ 974 SQ. FT.
	TOTAL	= 48 UNITS	5

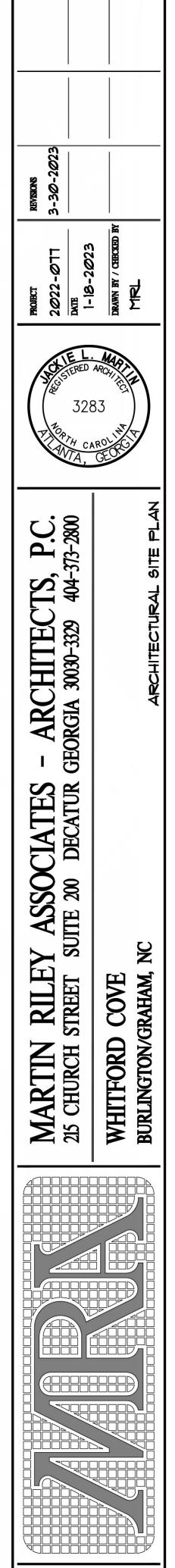
ACCESSIBLE UNITS "(a)" OR "(as)": TOTAL OF (6) UNITS (1) 1-BEDROOM UNIT WITH TUB (1) 1-BEDROOM UNIT WITH ROLL-IN SHOWER (2) 2-BEDROOM UNIT WITH TUB (2) 2-BEDROOM UNIT WITH ROLL-IN SHOWER AND EQUIPPED FOR THE SIGHT AND HEARING IMPAIRED

w		WATER LINE
OHR	OHR	POWER LINE

🗕 🛯 🗕 SANITARY SEWER LINE

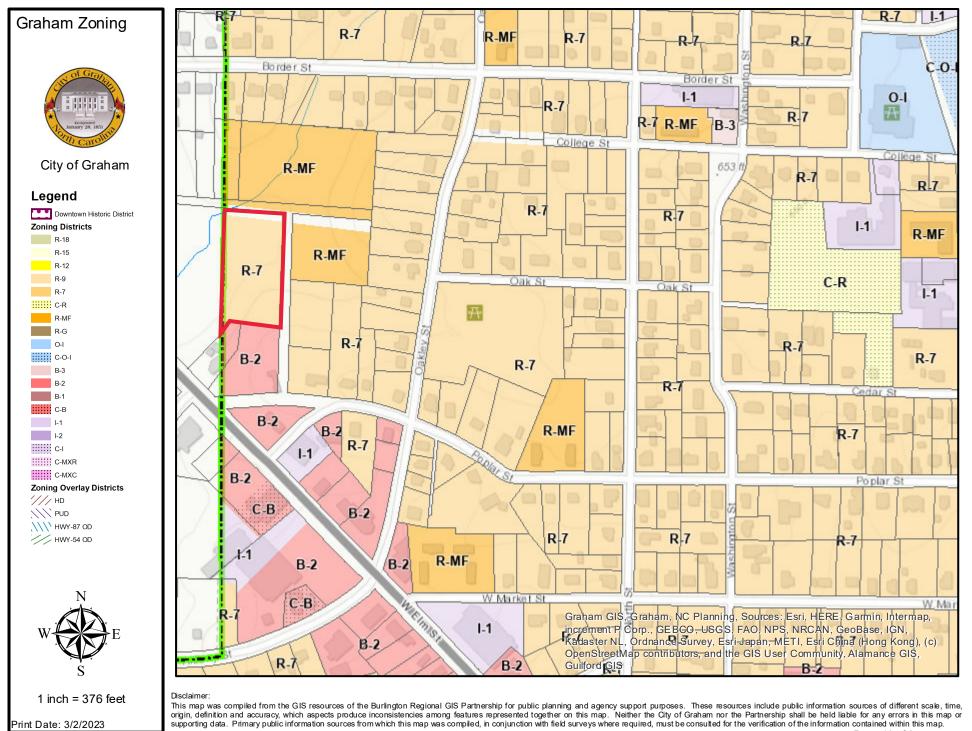
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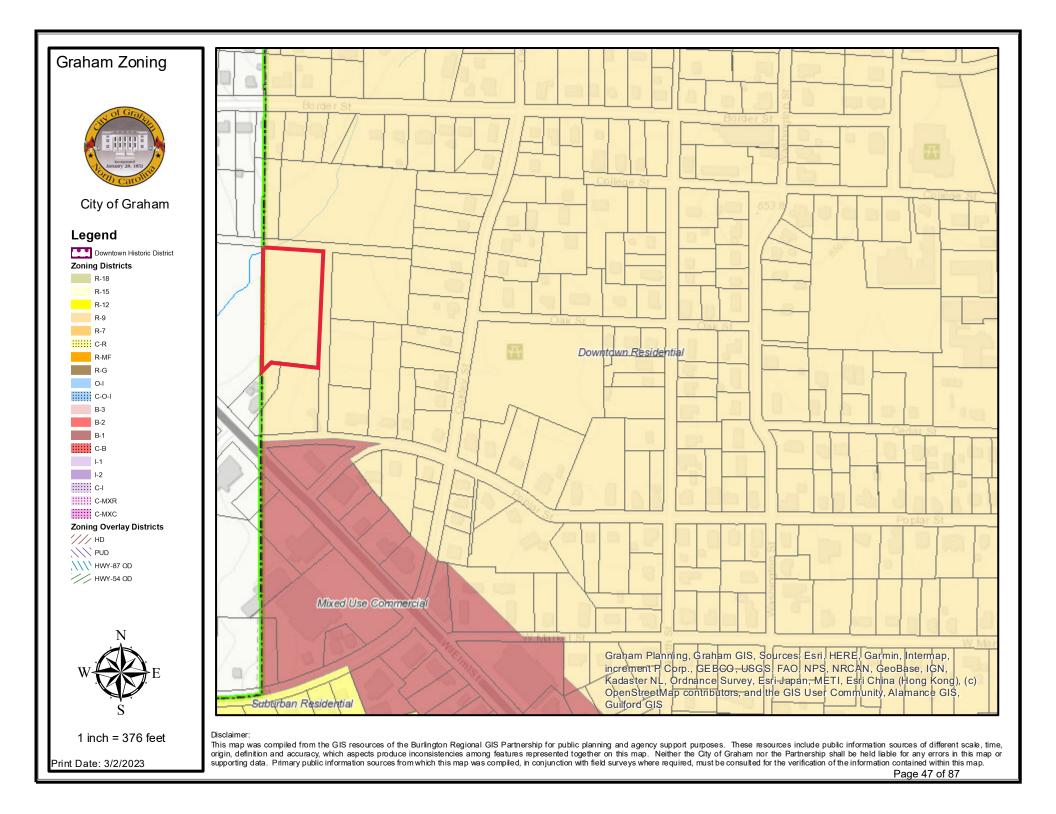


2023 ROUND 1 - PRELIMINARY DRAWING S

CSP.



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

Future Land Use Suburban Residential Principal Uses: Suburban residential neighborhoods are primarily settings for existing and future single family detached housing, but may also contain additional housing typologies and low-impact supporting uses in neighborhood activity centers. Affordable detached homes within attractive walkable neighborhoods will continue to make Graham an attractive place to live for people who work in Graham and surrounding communities.

Applicable Policies:

- **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 amendment would allow for efficient land use and connection to existing services.*
- Policy 5.1.2: Variety of ownership opportunities. Encourage a variety of homeownership opportunities and choices by supporting the development of condominiums, cooperatives, and land trusts. This amendment will offer flexibility in home ownership by presenting options for rental and/or owned residential units.
- Policy 5.2.1: Diverse Neighborhood. Encourage a mix of housing types within Graham, including detached, duplex, multifamily, townhomes, and live-work units. *This amendment will diversify the City's residential housing stock and support the downtown landscape.*

Planning Type Neighborhoods

Development Type Downtown Residential

The term neighborhood refers to the idea of a compact, walkable, diverse, and connected community. As the building blocks of City urban fabric, neighborhoods should be organized around smallscale activity centers that provide civic and commercial functions within a five to ten-minute walk for residents to meet their daily needs.

Neighborhoods should be well connected internally and externally for bicyclists, pedestrians, and commuters. Small blocks and high connectivity ratios should be established and maintained both within and between neighborhoods.

> Appropriate Density 3-6 dwelling units per acre

Staff Recommendation

Based on the *Graham 2035 Comprehensive Plan* and the *City of Graham Development Ordinance*, staff recommends **approval** of the rezoning per Applicable Policies above.

Planning Board Recommendation:

Planning Board Recommended Approval with the following conditions:

- Add an additional 18 parking spaces
- Provide fence screening along all city property lines



City Council Decision & Statement of Consistency

Per NCGS 160D-701, 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.

Whitford Cove C-R (CR2301)

Type of Request Conditional Rezoning

Meeting Dates Planning Board on March 21, 2023 City Council on April 11, 2023

Choose one ...

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

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

Choose one

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

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

State reasons ...

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

This report reflects the decision of the City Council, this the 11th day of April, 2023.

Attest:

Jennifer Talley, Mayor

Darby Terrell, City Clerk

REQUIRED AMENITIES:

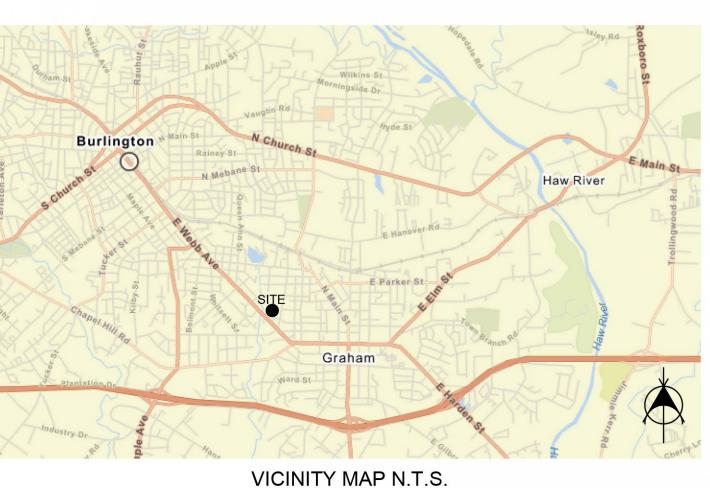
A. INDOOR/OUTDOOR SITTING AREAS - (W/ MIN. 1 BENCH, 3 LOCATIONS)
B. MULTI-PURPOSE ROOM (MIN. 250 SQ. FT.)
C. GAZEBO

ADDITIONAL AMENITIES:

D. RAISED BED GARDEN PLOTS
E. COVERED PATIO WITH SEATING - (MIN. 150 SQ. FT.)
F. RESIDENT COMPUTER CENTER - (MIN. 2 COMPUTERS)



WHITFORD COVE BURLINGTON/GRAHAM, NC



SITE INFORMATION:

WNER:	BSJD, LLC C/O BRIAN WAGONER 2937 LOWELL DR. BURLINGTON, NC 2721
EVELOPER:	BROCK VENTURES, INC. OR ASSIGNS 893 HOLLY DR. W ANNAPOLIS, MD 21409
RCHITECT:	MARTIN RILEY ASSOCIATES 215 CHURCH ST. SUITE 200 DECATUR, GA - 30030
DDRESS: AS#: DNING: TE AREA: ENSITY: CTBACKS:	1952 E WEBB AVENUE 134517 GB, HDR (BURLINGTON) / R7 (GRAHAM) 4.6 +/- ACRES 10.4 UNITS/ACRES FRONT = 40' MINIMUM REAR = 25' MINIMUM SIDES = 15' MINIMUM
JILDINGS: PRINKLERS:	(1) 4-STORY SENIOR APARTMENT BUILDING 13R
RKING SPACES:	66 SPACES PROVIDED

SITE NOTES:

- NO RETAINING WALLS ANTICIPATED - 24' DRIVEWAY

BUILDING SQUARE FOOTAGE BREAKDOWN

OUT-TO-OUT OF BUILDING		
PERIMETER STUDS	=	59,744 S.F.
UNIT PAINT-TO-PAINT	=	41,856 S.F.
UNIT NET OUT-TO-OUT OF		
PERIMETER STUDS	=	44,176 S.F.
COMMON AND COMMUNITY		
OF PERIMETER STUDS	=	12,957 S.F.

UNIT INFORMATION:

NIT MIX		SPCS/UNIT	PAINT TO PAINT SQ. FT.	
BR (A UNITS)		= 16	668 SQ. FT.	
BR (B UNITS)		= 32	974 SQ. FT.	
	TOTAL	= 48 UNIT	S	

ACCESSIBLE UNITS "(a)" OR "(as)": TOTAL OF (6) UNITS (1) 1-BEDROOM UNIT WITH TUB (1) 1-BEDROOM UNIT WITH ROLL-IN SHOWER (2) 2-BEDROOM UNIT WITH TUB (2) 2-BEDROOM UNIT WITH ROLL-IN SHOWER AND EQUIPPED FOR THE SIGHT AND HEARING IMPAIRED

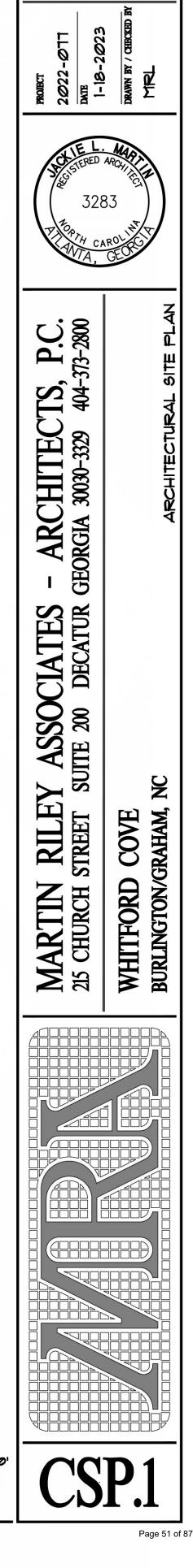
w		WATER LINE
OHR	OHR	POWER LINE

SANITARY SEWE

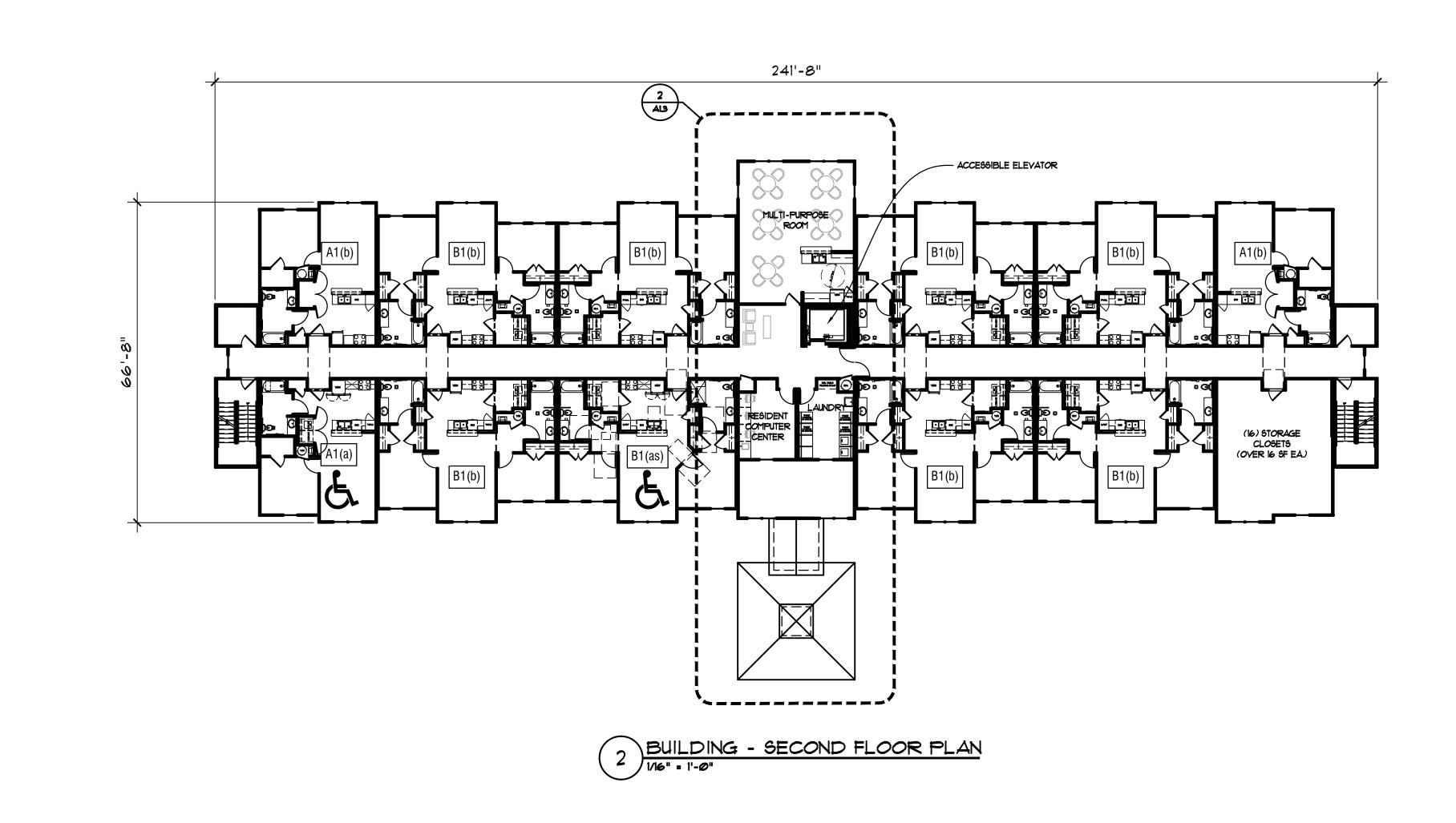
33 33

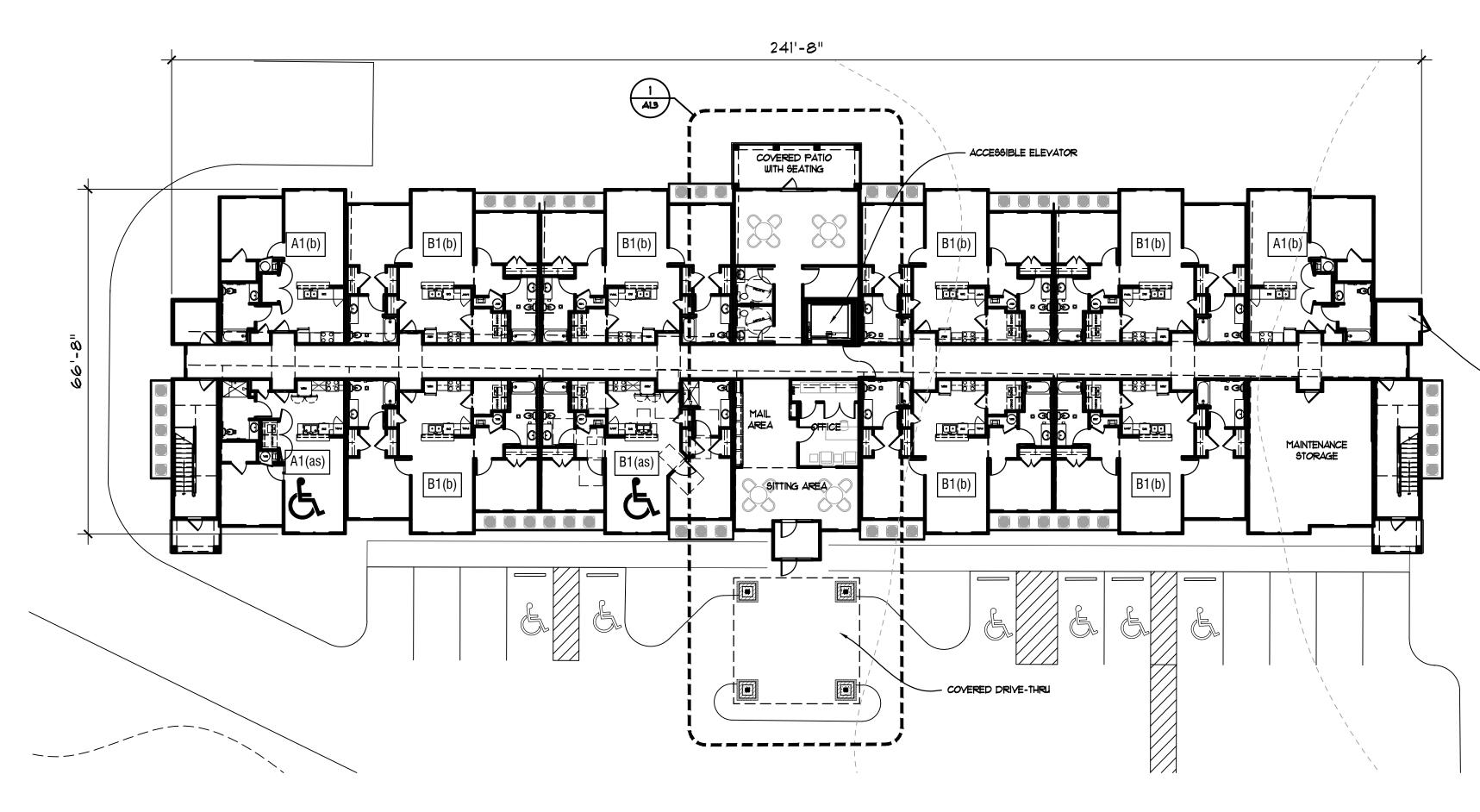
EWER LINE	

SCALE: 1:40



2023 ROUND 1 - PRELIMINARY DRAWING (



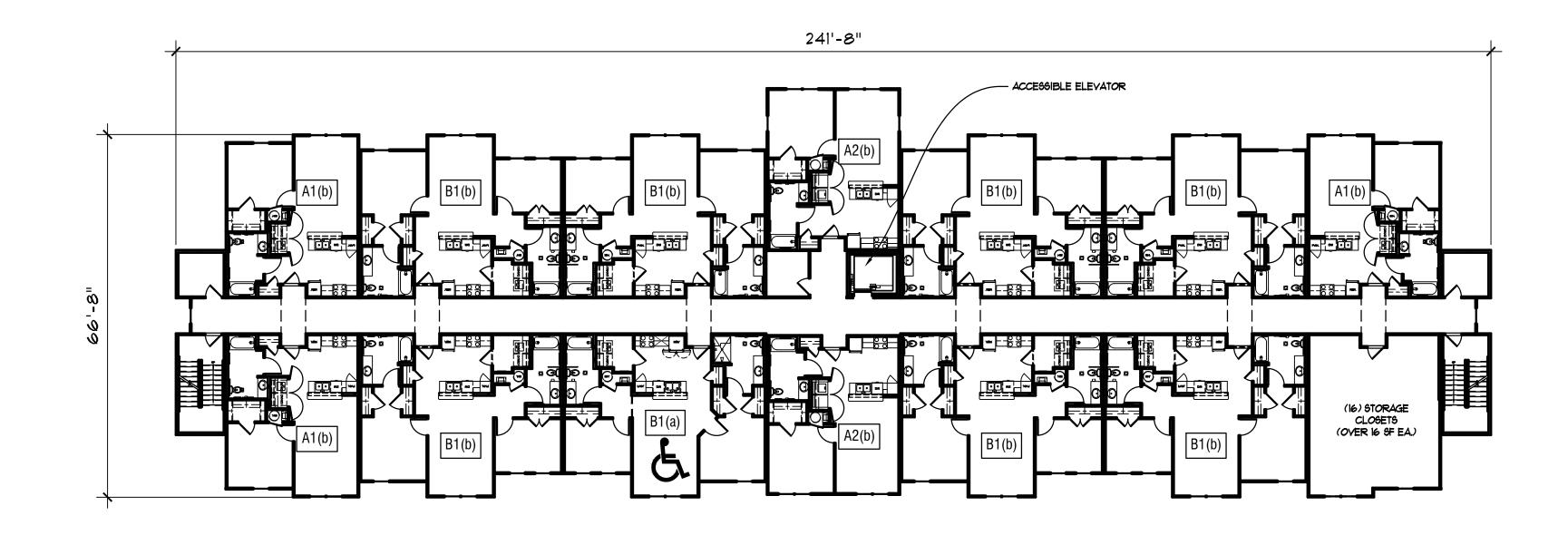


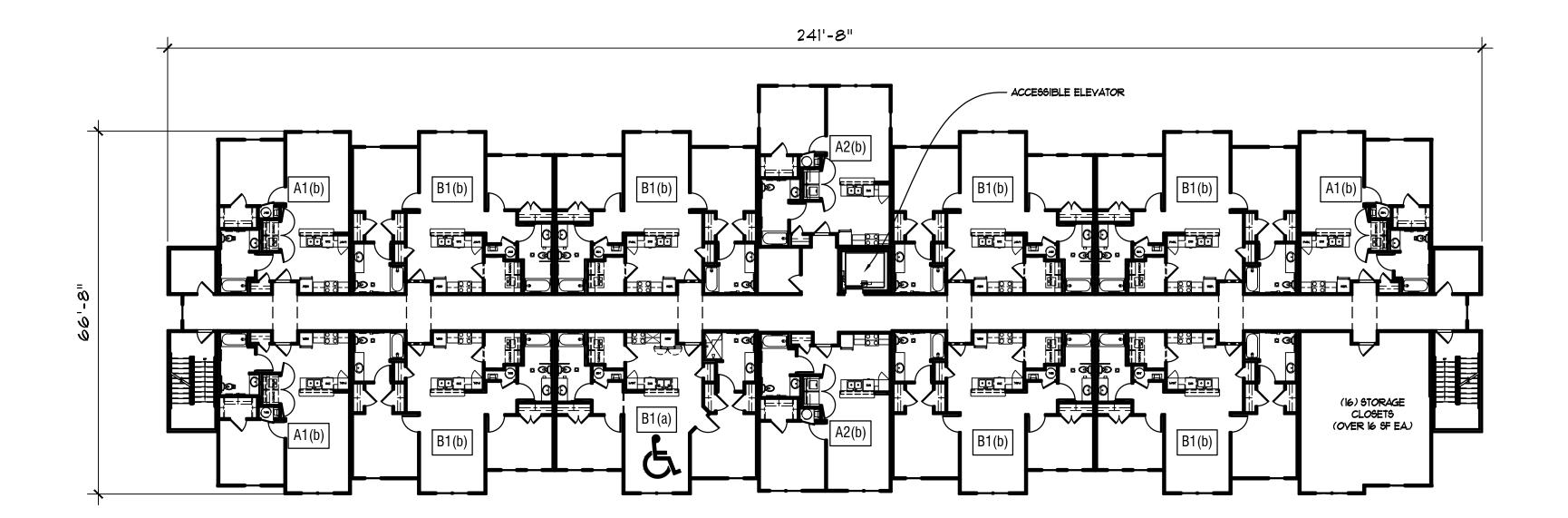
2023 ROUND 1 - PRELIMINARY DRAWING SET

	PROJECT REVISIONS 2@22-@11
	Y ASSOCIATES - ARCHITECTS, P.C. SUITE 200 DECATUR GEORGIA 30030-3329 404-373-2800 NC BUILDING - FIRST AND SECOND FLOOR FLANS
	MARTIN RILEY ASSOCIA 215 CHURCH STREET SUITE 200 DE WHITFORD COVE BURLINGTON/GRAHAM, NC
2"	A11 Page 52 of 87

SCALE: 1/-0"

- SPRINKLER CLOSET







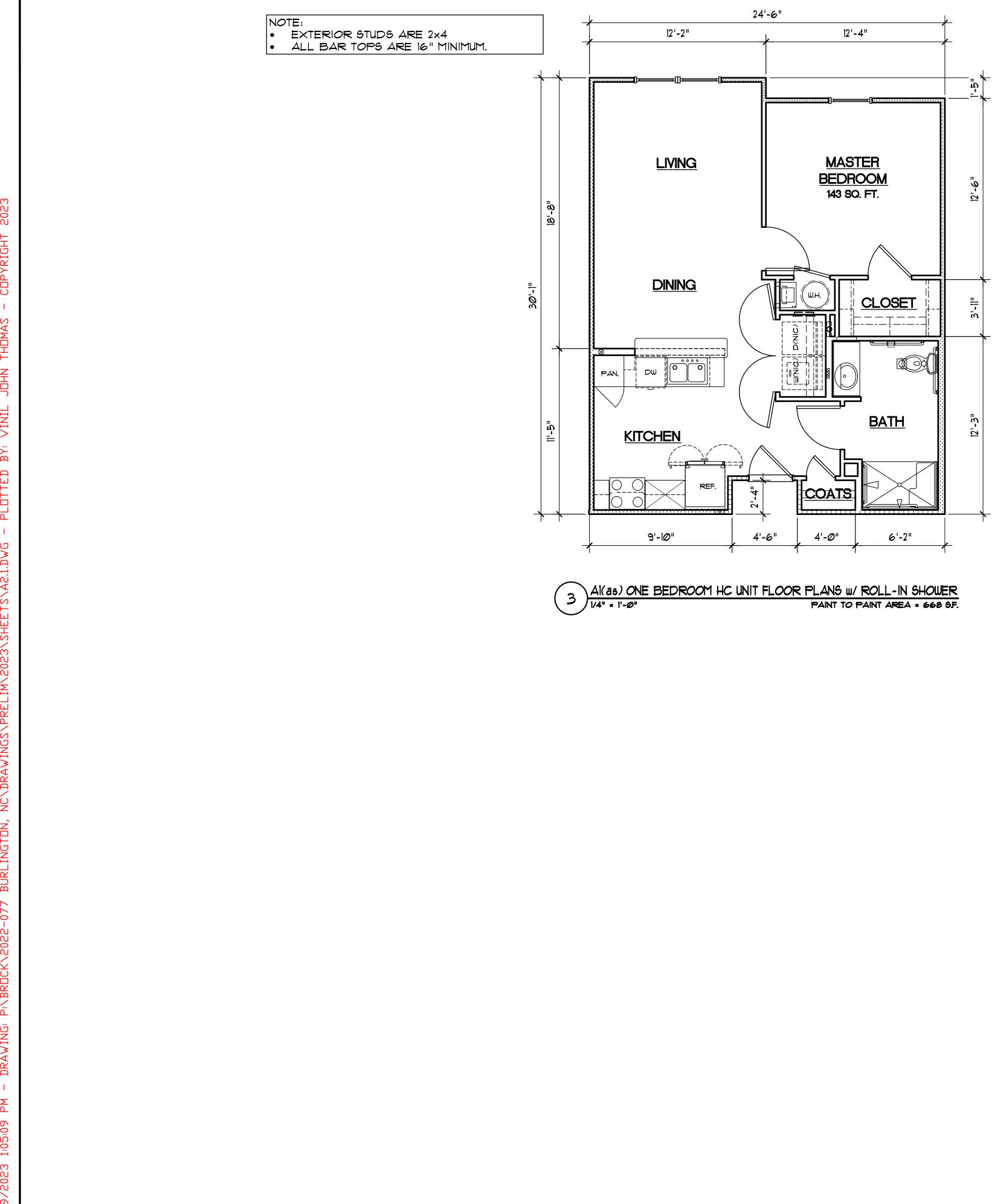
1 BUILDING - THIRD FLOOR PLAN

2023 ROUND 1 - PRELIMINARY DRAWING SET

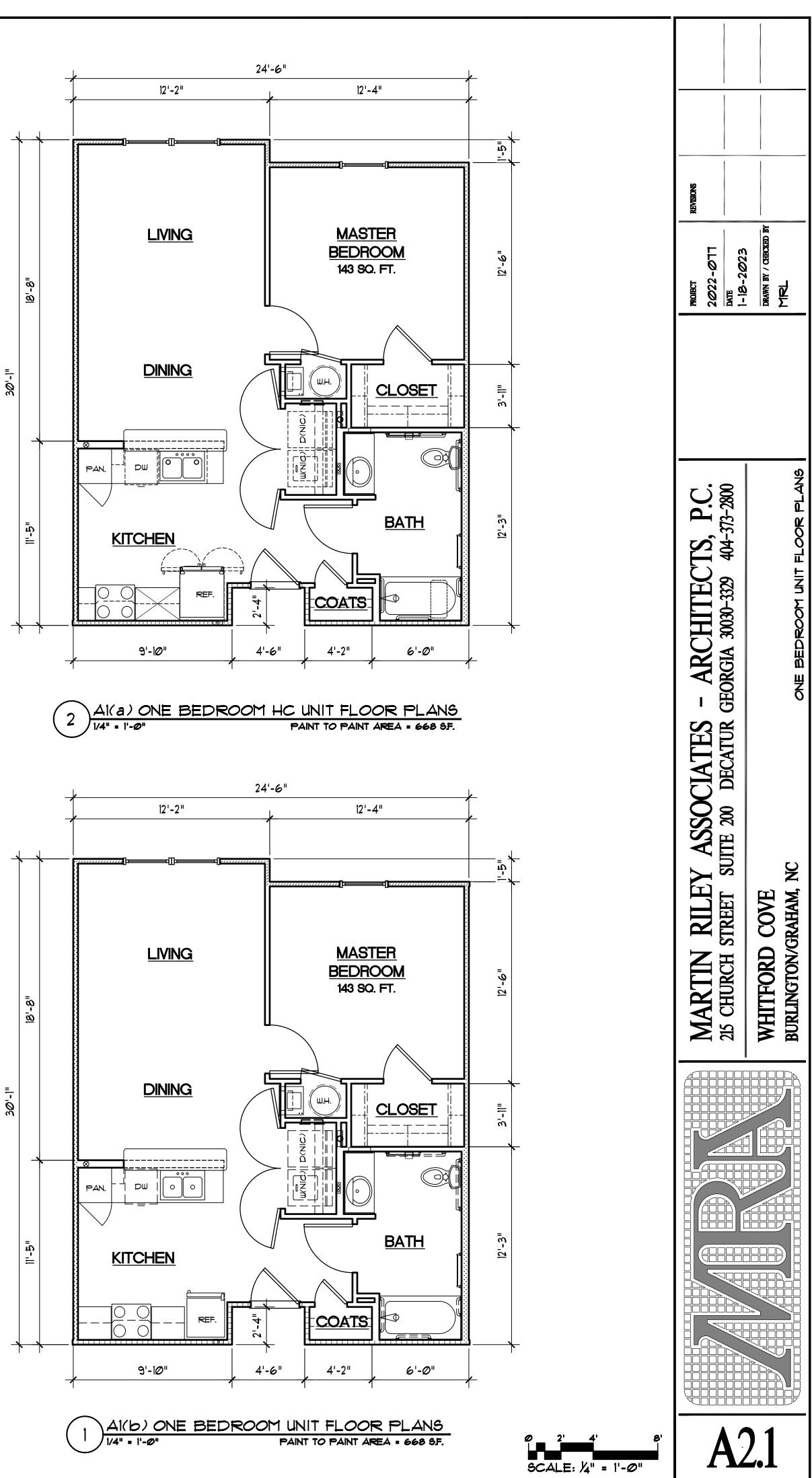
BUTCH CALLS MATTRA ASSOCIATES - ARCHITECTS, P.C. DIS CHURCH STREET SUTE 200 DECATUR GEORGIA 3039-3329 404-373-200 MITPORD COVE MITPORD COVE MITPORD COVE
SCALE: 1 - 0"

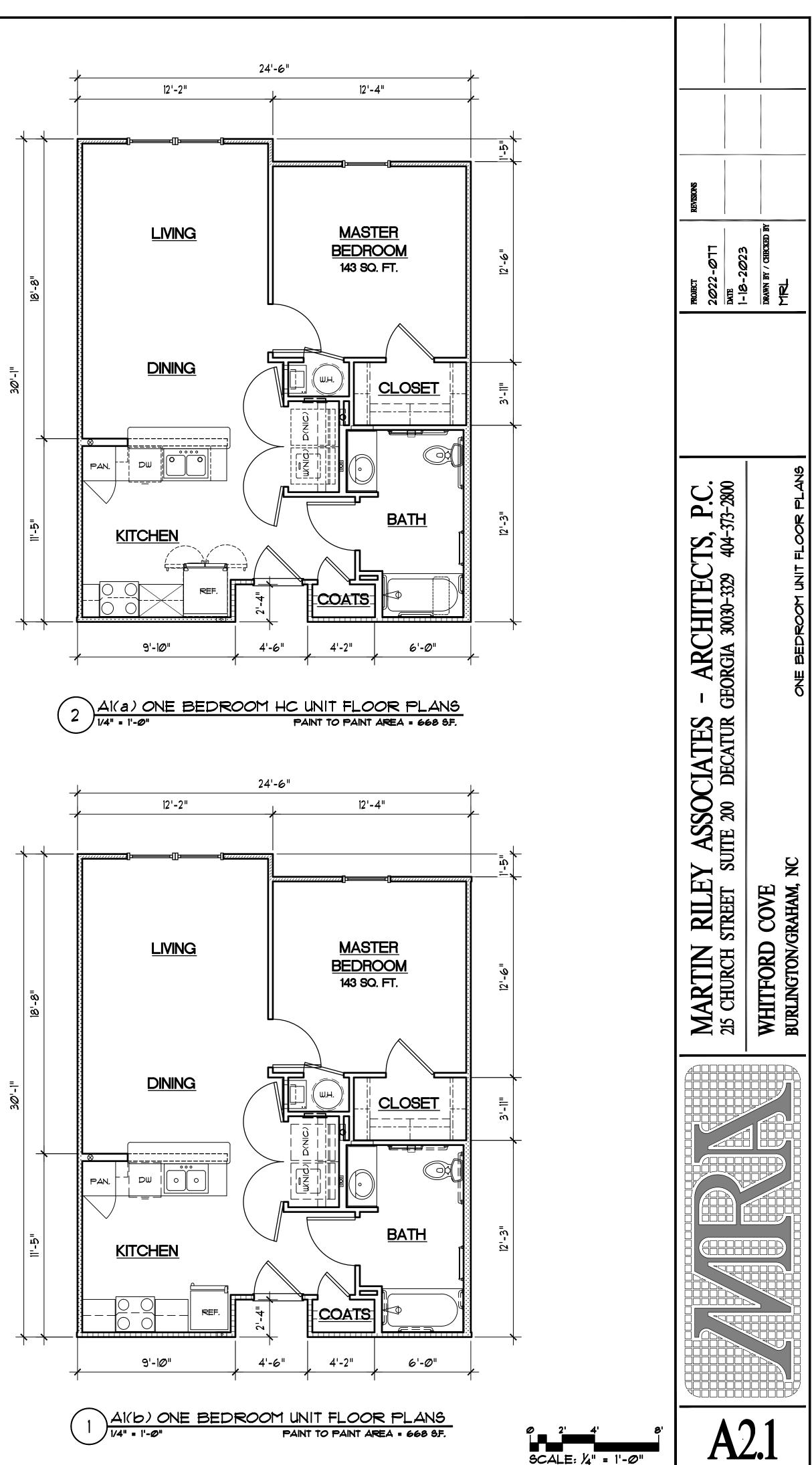


2023 ROUND 1 - PRELIMINARY DRAWING SE



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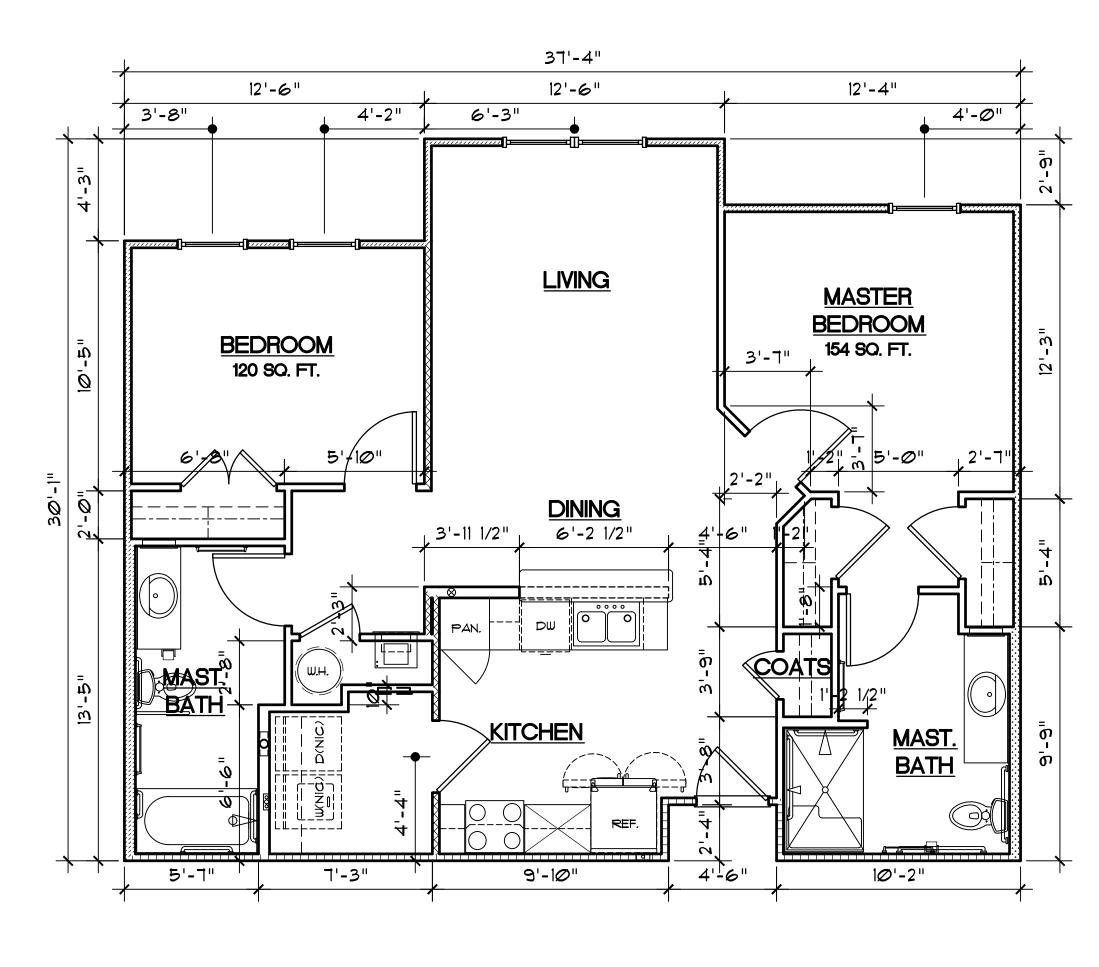


2023 ROUND

- PRELIMINARY DRAWING SE

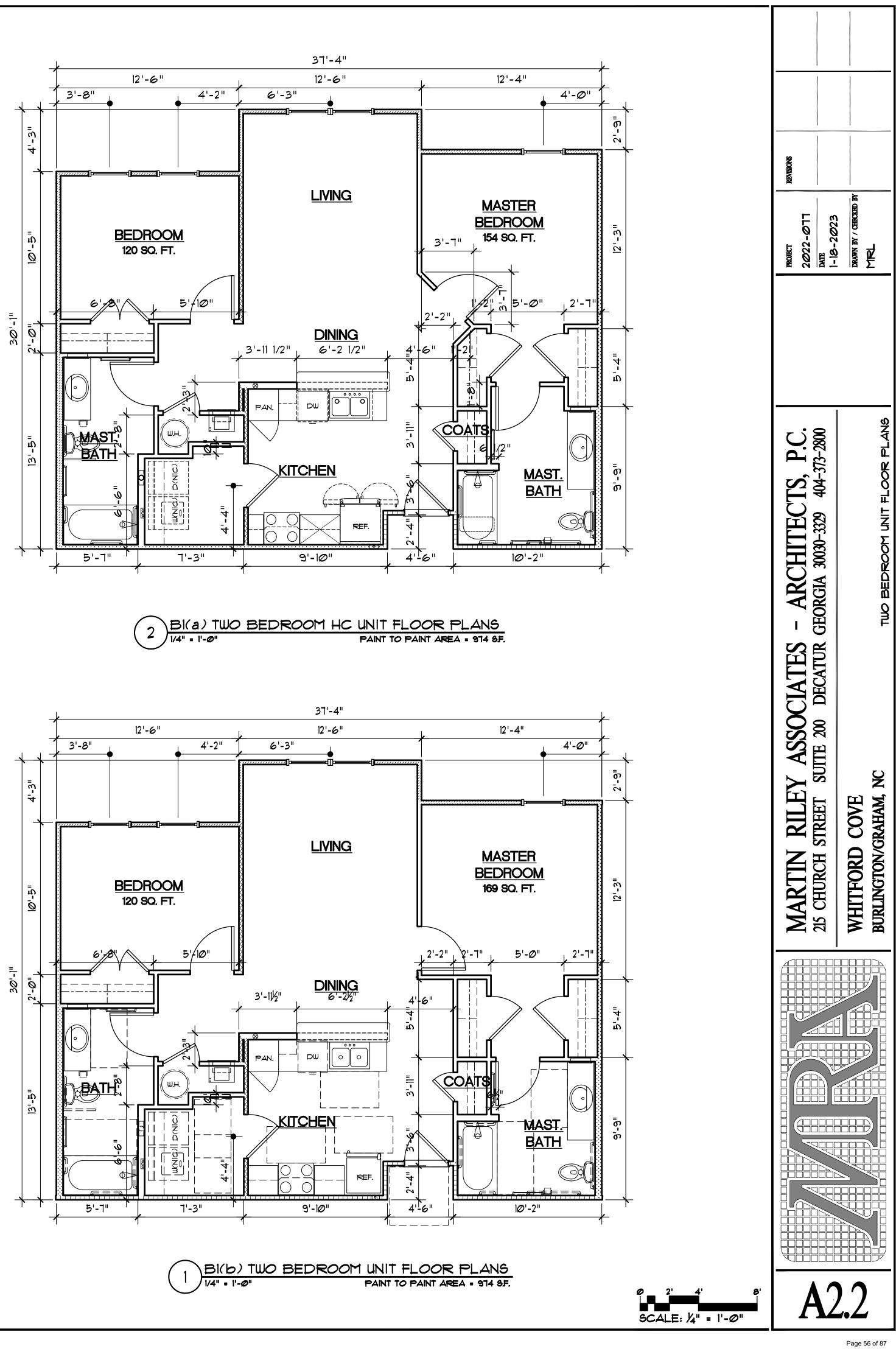
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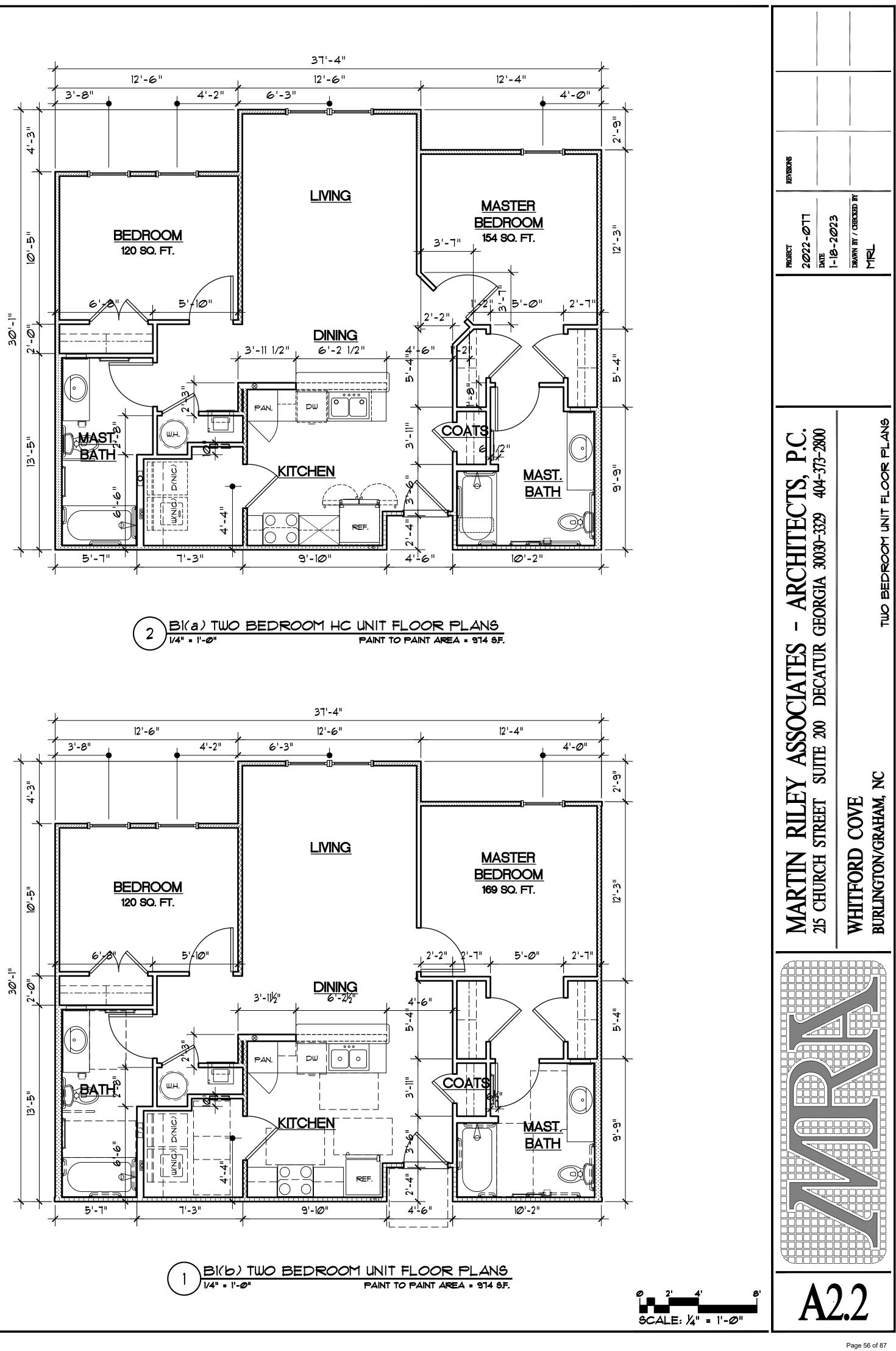
Page 55 of 87



3 BI(as) TWO BEDROOM HC UNIT W/ ROLL-IN SHOWER FLOOR PLANS

- NOTE: EXTERIOR STUDS ARE 2×4 ALL BAR TOPS ARE 16" MINIMUM.



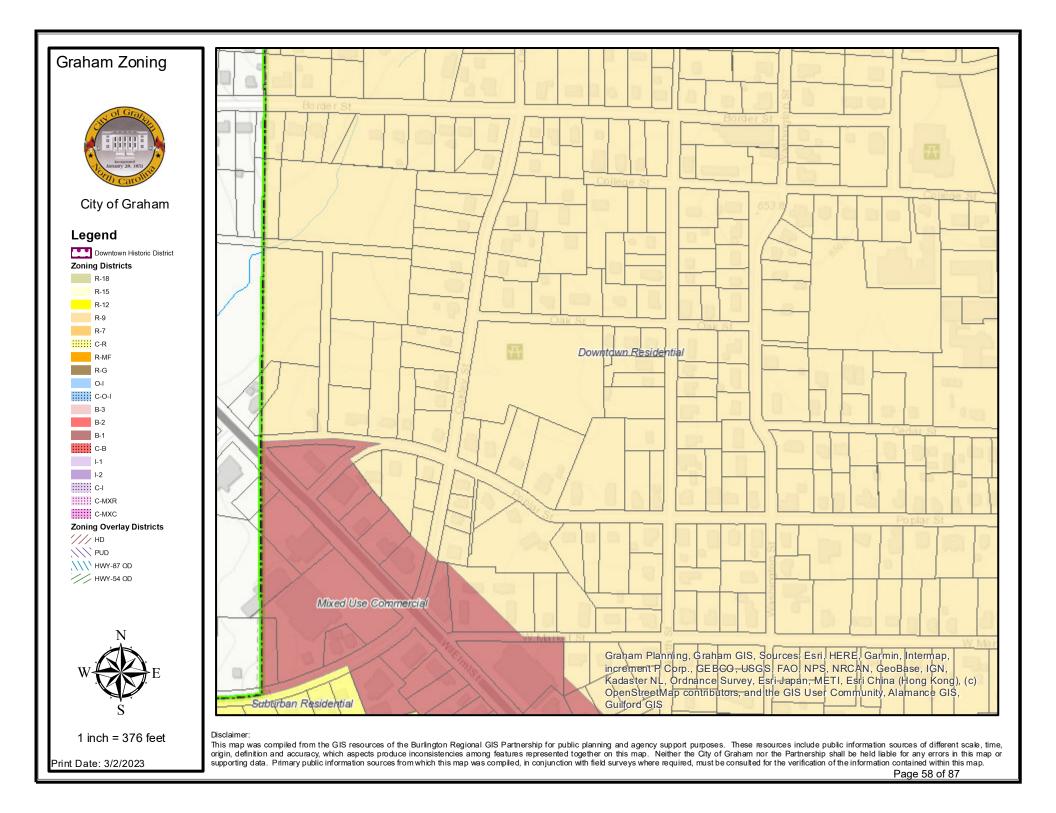


- PRELIMINARY DRAWING SE $\overline{}$ 2023 ROUND



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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 25th of each month. Applicants are encouraged to consult with the *City of Graham Development Ordinances* and the City Planner.

Site

Street Address:
Tax Map#: GPIN:
Current Zoning District(s): R-7 R-9 R-12 R-15 R-18 R-MF R-G C-R C-MXR B-1 B-2 B-3 C-B C-MXC O-I C-O-I I-1 I-2 C-I Overlay District, if applicable: Historic S Main St/Hwy 87 E Harden St/Hwy 54
Current Use:
Total Site Acres: Property Owner:
Mailing Address:
City, State, Zip:
Applicant
Property Owner Other
Application for Conditional Rezoning may only be initiated by the owner of a legal interest in all affected property, any person having an interest in the property by reason of written contract with owner, or an agent authorized in writing to act on the owner's behalf. If the applicant for Conditional Rezoning is other than the Property Owner, documentation in compliance with the preceding statement must be provided in order for this application to be complete.
Name:
Mailing Address:
City, State, Zip:
Phone #

Email:

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

01/23/2023

Signature of Applicant

Date

Proposed Rezoning or Conditional Rezoning

ropose	d Zoning D	istrict(s):		
R-7	🗌 R-9	🗌 R-12	🗌 R-15	5 🗌 R-18
R-MF	: 🗌 R-G	i 🗌 C-F	R 🗌 C-N	MXR
B-1	🗌 B-2	🗌 B-3	🗌 С-В	C-MXC
0-1	C-O-I	🗌 I-1	🗌 I-2	C-I

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

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

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

Office Use Only. DEVID#



Application for SITE PLAN REVIEW

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

A site plan must be approved before any building, structure or parking facility is constructed, installed, expanded or extended. Also, several types of development activity require a preliminary site plan as part of the application process, including conditional rezonings, multifamily development, manufactured home parks and telecommunications towers. When completing this application, applicants are encouraged to consult with the *City of Graham Development Ordinances* and the City Planner for the requirements specific to the development.

Site

Street Address:	<u> </u>
Tax Map#: G	PIN:
Current Zone(s): R-MF R O-I B-1 B-2 B-3 Overlay District, if applicable: Historic S Main St/Hwy 87	3 I-1 I-2
Current Use:	
Property Owner:	
Mailing Address:	
City, State, Zip:	
Phone #	

Proposed Development

Project Name: _____

Proposed Zone (if applicable):

Proposed Use(s) (from Sec. 10.135 Table of Permitted

Uses): _____

Brief description, including information such as number of dwelling units, type of multifamily development, size and number of buildings, and other descriptive information:

Site Plan Checklist

This application **must be accompanied** by a site plan, 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 site plan, as applicable.

Other Requirements

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

PLAN DEVID# Fee \$

Applicant and Project Contact

Property Owner Engineer/Surveyor

Other _____

Mailing Address:

City, State, Zip: _____

Name:

Phone #_____

Email: _____

I hereby make application for review of a Preliminary Final Site Plan.

I have completed this application truthfully and to the best of my ability. I have prepared the site plan in accordance with the Site Plan Checklist and have submitted the required plans.

F.D	01/23/2023
City of Analizant	Data

Signature of Applicant

Date

SUBMIT 1 HARD COPY AND 1 PDF OF THE SITE PLAN

Whitford Cove – CZ Application Notes

The subject property is and will remain one parcel that is in both Graham and Burlington – Parcel ID 134517 and consisting of approximately 4.6 acres.

The proposed use is 48 units of Senior (55+), multifamily rental apartments, all 1 and 2BR units, and related amenities. There will be no commercial use/space.

Based on site size, shape, and conditions of the parcel, an objective of the design was to put the sole building entirely on either the Graham or Burlington side in order to simplify/clarify items such as fire service, taxation, building permits, etc. In this case, being on the Graham side was the most practical.

The site has streams, but is not in a recognized flood zone per attached map. Stormwater from Webb St outfalls on to the property and three culverts already on site take water under Webb St (see pics and survey). This will be further assessed for adequacy and repair during permitting. Except for connecting to sewer lines already in the stream buffer, the development will avoid disturbing the stream areas and related 50' stream buffers.

Other items:

- Estimated address = 1952 E Webb Ave
- One phase (not multiple)
- No public right of way on site (all private drive)
- Parking count = 1 per unit (48 total) per UDO ("Dwellings, multifamily sponsored by public or nonprofit agency for restricted-income families or elderly persons")

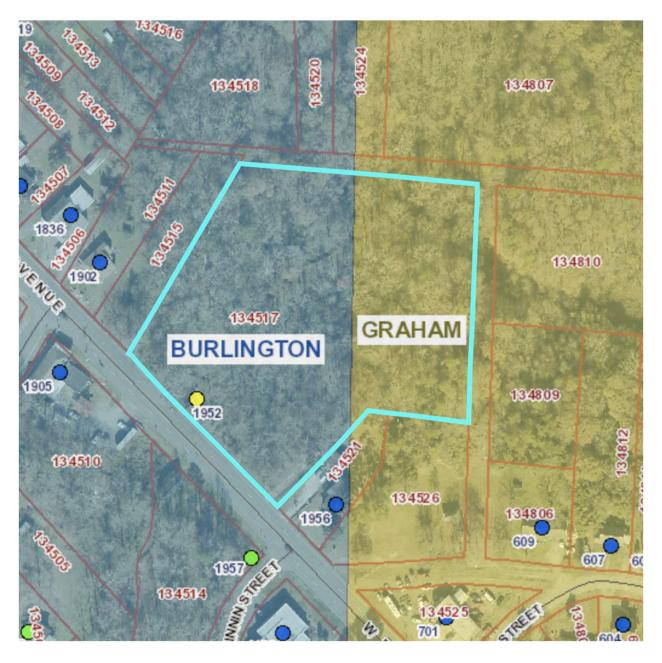
Existing Stormwater at Webb St



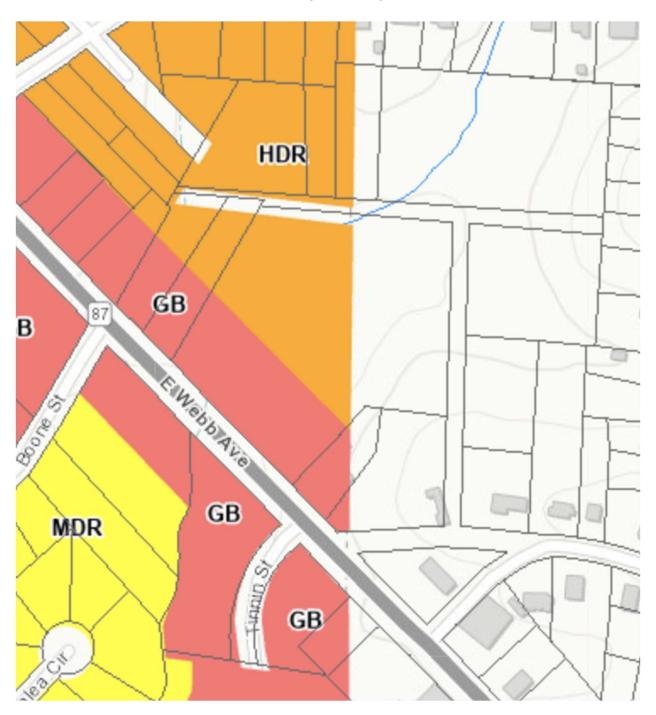
- Quality, Year Built, Condition
- Living Area (Bsmt)
- Acreage
- 🗆 🇉 Total Values
- □ [■] Land Value (\$/ac) (PUV)
- Last Verfied Sale
- 🗆 🗄 Year
- 🗆 🎛 LUC
- 🗆 🏾 Exempt
- 🗆 🗉 Tax Districts
- Fire Districts
- 👌 🖃 LAND & WATER
- 🔽 🗏 Floodplain2022
 - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD (OLD 500 YR)
 - AE, (OLD 100 YR)
 - AE, FLOODWAY
 - ____X,
- 🗌 🗄 Floodplain 2017
- 🗆 🗉 Old FEMA Floodplain



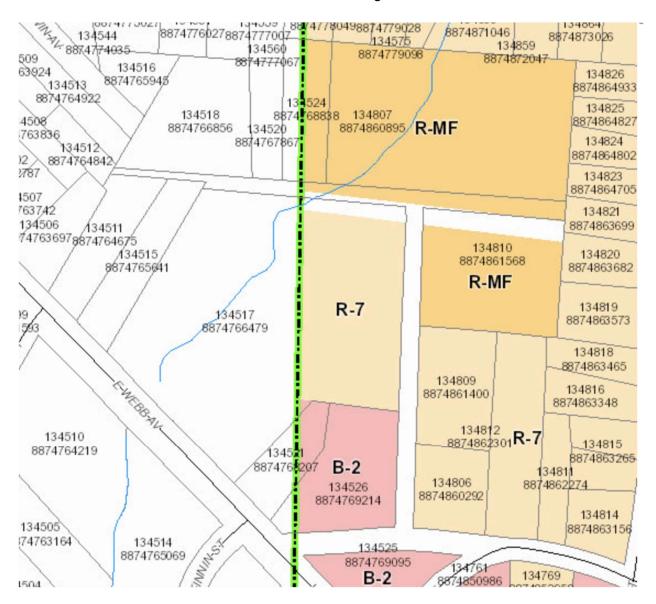
Alamance County GIS

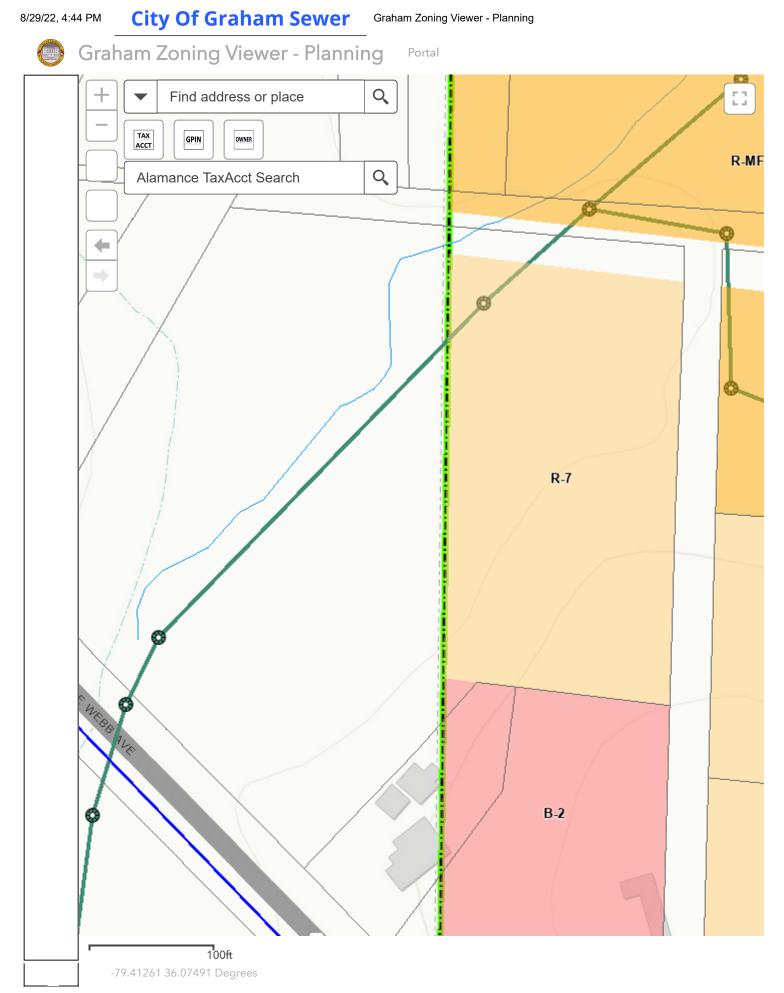


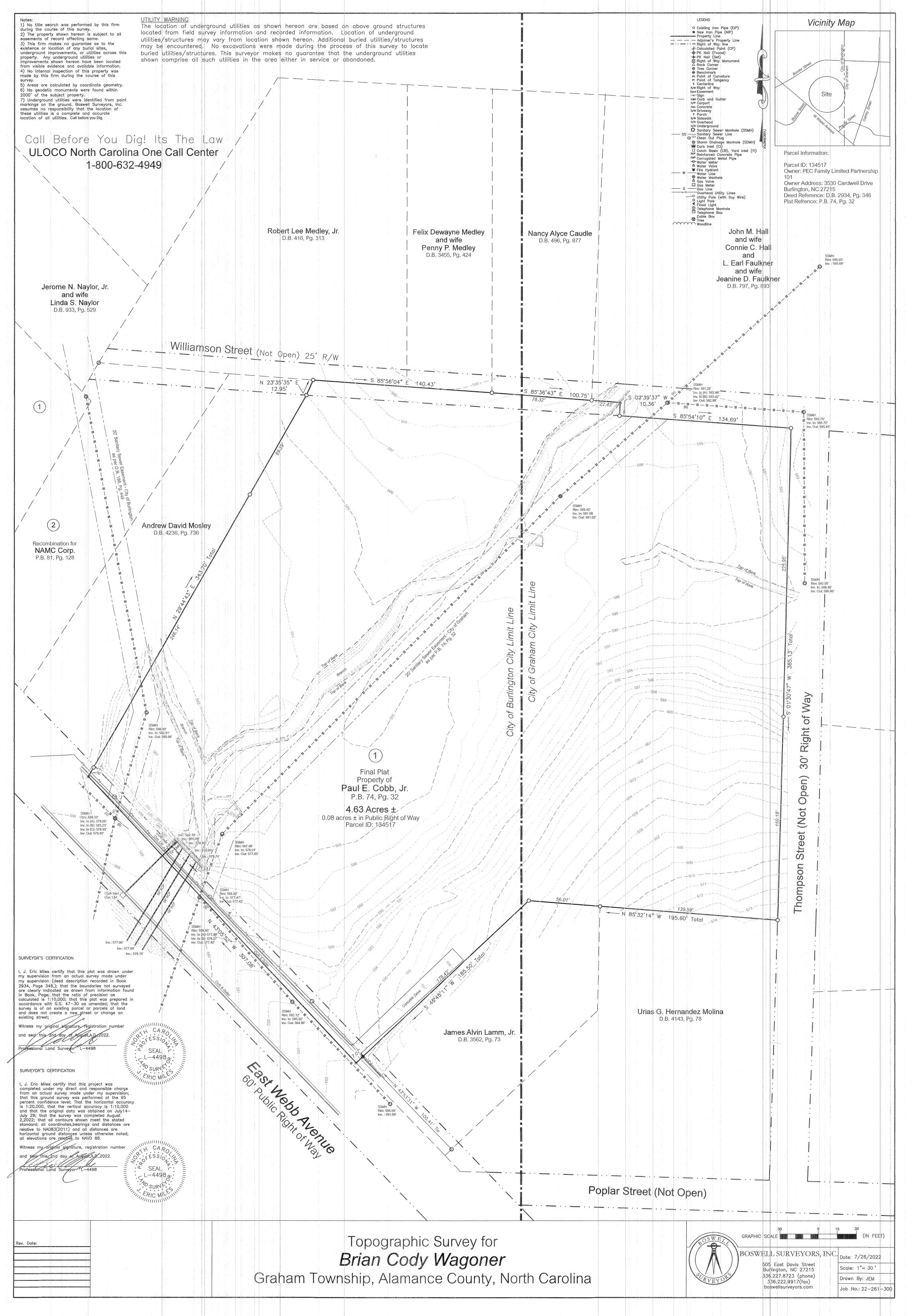
Burlington Zoning



Graham Zoning









Alamance County Government

Property Owner BSJD LLC		Owner's Mailing Address 2937 LOWELL DRIVE BURLINGTON , NC 27217		Property Location Ad 1952 E WEBB AVE	dress		
	134517 127-516-111 8874766479 592675	- BURLINGTON	Administrative Data Valuation Information Legal Desc 1952 E WEBB AVE LOT 1 Tax Value \$ Plat Bk/Pg 74 / 32 Tax Value - Land and all permanent improvements, if any, effective January 1, 2017, date of County's most recent General Reappraisal				
Improvement E (1st Major Improvement Year Built Built Use/Style Current Use Grade * Percent Complete Heated Area (S/F) Fireplace (Y/N) Basement (Y/N) ** Bedroom(s) ** Bathroom(s) *** Multiple Improvem * Note - As of January 1 * Note - Bathroom(s), Be ** * Note - If multiple impr	on Subject Pare nents edroom(s), showr	n for description only	0 / / 0 0 N N 0 0 Full Bath(s) 0 0 Full Bath(s) 0 0				
Sales History 3 Previous Sales Fou	und for Parcel	number 134517					
Record Num	Date	Name				Book/Page	Sale Price
1	2023	BSJD LLC				4377 / 0688	\$55,000.00
2	2011		MITED PARTNER	SHIP 101		2934 / 0346	\$7,000.00
3	2000	BROWN BETTY	(SHOFFNER			1274 / 640	\$0.00

Building Sketch				
Land Supplemental				
Deeded Acres Tax District Note	4.635 12 - CITY OF BURLINGTON			
Present-Use Info	PARENT OF IN/OUT			
Improvement Valuation (1st Major Improveme * Improvement Tax Value \$		ement Assessed Value \$		
		0		
* Note - Tax Value effective Date equal January 1, 2017, date of County's most recent General Reappraisal ** Note - If Assessed Value not equal Tax Value then variance resulting from formal appeal procedure				
Land Value Detail (Effective Date January Land Full Value (LFV) \$	y 1, 2017, date of County's most real and Present-Use Value (PUV) \$ **	cent General Reappraisal) Land Total Assessed Value \$		
48,627	48,627	0		
** Note: If PUV equal LMV then parcel <i>has not</i> qualified for present use program				



SUBJECT:	STREET CLOSURE REQUEST BY JACKIE FORTNER FOR THE BIG C COMMUNITY CHRISTIAN CONCERT
PREPARED BY:	AARON HOLLAND, ASSISTANT CITY MANAGER

REQUESTED ACTION:

Consider request to close the 100 block of E. Elm Street for The Big C Community Christian Concert.

BACKGROUND/SUMMARY:

Jackie Fortner of the Big C Community Christian Concert, Inc. has submitted an application requesting to close the 100 block of E. Elm Street for a Community Christian Concert. According to the application, the event is being requested for May 13, 2023 from 12pm to 10pm (includes setup and cleanup).



FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Approval. The various City departments that may be involved have reviewed the request and have provided the organizer with pertinent information that will need to be satisfied.

SUGGESTED MOTION(S):

I move we approve the request from Jackie Fortner to close the 100 block of E. Elm Street on May 13, 2023 from 12pm to 10pm for The Big C Community Christian Concert.



CITY OF GRAHAM SPECIAL EVENT APPLICATION

Thank you for considering Graham to host your Special Event, we're glad you see our City as a great place to hang out!

All requests for parade and street events under the City of Graham's ordinance Chapter 20, Article V, Section 171 - 174 and 183 - 185 will be reviewed by the Graham Special Events Committee (SEC). Any Street closures or use of public spaces will need City Council approval.

SEC* - Public Works Director, Fire Chief, Police Captain, Recreation Director, and Assistant City Manager

Next Steps** - Depending on the location of the event and the request(s), applicants may be required to provide event insurance which names the City as an additional insured, schedule public safety through Extra Duty Solutions, provide an event map, give detail for sanitation purposes, and other similar logistical information. Please be sure to notify the affected businesses of the proposed event and provide the City with a copy of the notification.

Applicants are encouraged to reach out to the Assistant City Manager prior to completing this form if they have any questions pertaining to the City's requirements, event locations, event logistics, etc.

City of Graham Aaron Holland, Assistant City Manager 201 South Main Street Graham, NC 27253 336.570.6700 <u>aholland@cityofgraham.com</u>



- 1. Your email: Bluegrass4@twc.com
- 2. Event name (if applicable): <u>The Big C Concert</u>
- 3. Reason for the event (be specific): A free christian concert for first responders and the citizens of
- 4. Event date(s): May 13, 2023
- 5. Provide your event's setup, start, end, and cleanup times. (Ex: Name of Event 6:30 a.m. 8 a.m. setup | 8 a.m. event start | 2 p.m. event ends | 2 p.m. 4 p.m. cleanup):

Set up time 12p-4p, event start 4p, ends 8:30 p cleanup 8:30-9 p

6. Event category

Please check all that apply appropriate category for your event.

<u>X</u> Concert/Performance

_____ Exhibit

_____ Farmer's Market

_____ Festival/Fair

_____ Parade/Procession

_____ Run/Walk

_____ Food Truck Rodeo

____ Other: _____

7. Where are you requesting for your event to occur?

Be specific identifying street names or City facilities being requested for use?

104 E Elm St. Graham, NC 27253 The Graham Amphitheater

8. Does your event include the request to close streets?

Yes X No _____

9. Identify the street(s) you are requesting to have closed for your event.

Court Circle and E Elm St. to Marshall St. Graham NC 27253

10. Identify your street closure time(s) and will you anticipate when they will return to normal traffic flow.

Request 2pm to 10 pm



11. What is your anticipated event attendance total?200-500 people
12. Does your event include musical entertainment?
_X Yes No
13. Where will your musical entertainment be located?
At the Graham Amphitheater
14. Will sound amplification be used? X Yes No
If yes, provide the start time and end time.
4p-8:30 p
15. Will inflatables or similar devices be used at your event? Yes No
If yes, please describe. *Please note, Insurance requirements must be met in order to offer this activity.
1. Deserveur event include the use of fireworks, reskets, leaves, or other purchash rise?

16. Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

____Yes _X_No

If yes, please describe. ***Note: These requests will be subject to the approval of the City of Graham Police & Fire Departments in conjunction with State Laws governing this type of activity.

17. Will alcohol be served, sold or consumed at your event?

____Yes ___X_No

If you answered yes to the question above, please check all that apply to your event.

____ Alcohol will be available free of charge

____ Alcohol will be by purchase only

_____ Alcohol being served and or sold at my event includes

____ Beer only

____ Wine only

____ Beer & Wine



18. Describe your security plan to ensure the safe sale and or distribution of alcohol at your event.

19. Does your	event include food concession and/or food preparation areas?
Yes X	No
If yes, please	select the method of cooking that pertains to your event.
Gas	
Electric	
Charcoal	
_X _{Other:}	Food trucks
20. Do you pla	an to provide portable toilets at your event?
Yes_X	No
If yes, list the	total number of portable toilets:
21. Portable t	oilet company name:Piedmont Portables
If no, please e	explain
	ur plan for cleanup and removal of trash, waste, and garbage during & after your event.
	ent require additional trash receptacles?
Yes X N	0
If yes, what is	the requested number of additional trash receptacles?Request extra City trash cans
23. Will there	be any tents, canopies or temporary structures at your event?

Yes _____ No ___X



24. Applicant name and affiliated agency if applicable

Jackie Fortner The Big C Community Christian Concert, Inc.

25. Applicant's Address

7668 Oak Flat Lane Snow Camp NC 27349

26. Applicant's phone number

336-269-7218

27. Applicant's email address

Bluegrass4@twc.com

28. Provide the event's point of contact if different from the applicant. (First & Last name, Phone number, & Email Address)

29. How many years has this event taken place? 5 years



STAFF REPORT

SUBJECT:	VOTING DELEGATE – NCLM CITYVISION
PREPARED BY:	MEGAN GARNER, CITY MANAGER

REQUESTED ACTION:

To assign a delegate to vote in the electronic voting process for board elections.

BACKGROUND/SUMMARY:

Each member municipality is eligible to cast a single vote for the 2023 – 2024 League Board of Directors in advance of the annual business meeting. The voting delegate must be designated by April 13, 2023. This will also include voting on the League's Bylaws. The designated voting delegate will receive their credentials and voting instructions via email.

FISCAL IMPACT:

NO IMPACT

SUGGESTED MOTION(S):

I move to nominate ______ as the voting delegate for the City of Graham.

BYLAWS OF THE NORTH CAROLINA LEAGUE OF MUNCIPALITIES.

ARTICLE I NAME

The name of this organization shall be the North Carolina League of Municipalities (the "League"), which shall be a non-partisan federation of municipal governments in North Carolina.

ARTICLE II OBJECT

The object of the League shall be to serve as an instrumentality of the municipal governments in North Carolina and as an association for the cooperation of the municipalities in this State to investigate, study, discuss and recommend improvements in and the application of more efficient methods in municipal government; to provide means whereby officials may interchange ideas and experiences and obtain expert advice; to collect, compile and distribute to municipal officials information about municipal government and the administration of municipal affairs; to serve as an advocate for municipalities with regard to legislation and to oppose legislation injurious thereto; to develop, advocate and support municipal government policies; to cooperate with other levels of government and the agencies thereof in developing interlocal and intergovernmental policy and action programs; to promote, sponsor or conduct training programs designed to improve the quality of municipal government; to promote education in municipal government; and to do any and all things necessary and proper for the benefit of municipalities in the administration of their affairs in carrying out responsibilities to the public.

ARTICLE III MEMBERS

<u>Section 1. Membership</u>. There shall be four categories of League membership with the following qualifications and rights, including any additional requirements in Board policy:

- (a) <u>Corporate</u>. Any incorporated city, town or village in of North Carolina may become an active, Corporate member of the League, upon written application to the Executive Director and payment of the required annual service fee. Active officials and employees of Corporate members shall be entitled to all privileges of membership.
- (b) <u>Associate</u>. Any unit of local government, public authority or special district, as defined in the NC Local Government Budget and Fiscal Control Act, other than an incorporated city, town or village, or any other organization or entity may become an Associate member upon written application, approval by the Executive Director, and payment of the required annual service fee, provided that the unit, organization or entity has a direct and significant connection with one or more municipalities and authorized municipal powers and functions. A unified government under the provisions of Article 24 of G.S. Chapter 153A may become an Associate member upon written application, approval and payment of the required annual service fee. Associate members shall be entitled to all privileges of membership, except that they

shall not be eligible to serve as President, Vice Presidents, or on the Board of Directors, or to vote.

- (c) <u>Limited Purpose</u>. An NC county or county-related entity that proposes to join the Municipal Insurance Trust by entering into the requisite interlocal agreement shall be deemed a League member for the limited purpose of participating in that trust and related health programs. Limited Purpose membership shall be granted upon approval by the Executive Director and payment of required fees. For purposes of this Article, structure, funding, governance, authority, function, direct and significant connection, and other pertinent factors shall be considered in determining whether an entity is county-related. An entity must be a political subdivision of North Carolina, an instrumentality of one or more political subdivisions, a unit of local government, a body corporate and politic, a public authority, or similarly designated under state law to qualify for Limited Purpose membership. Limited Purpose members shall not be entitled to membership privileges other than the privilege of participating in the health insurance trust and related programs.
- (d) <u>Affiliate</u>. Organizations whose membership is composed predominantly of municipal officials or employees may become an Affiliate member upon entering into written service agreements with the League and upon payment of the service fees as provided in their respective written agreements.

<u>Section 2.</u> Admission to Membership. Admission to membership shall follow the process prescribed by the Board.

<u>Section 3. Dues</u>. The Board shall establish annual service fees for each category of membership in such amounts as it deems appropriate. The Board may authorize the Executive Director to establish other charges for special League services, meetings, publications or other purposes as it deems appropriate.

ARTICLE IV OFFICERS

<u>Section 1. Officers</u>. The officers of the League shall be President, First Vice President, Second Vice President, Immediate Past President, and the Executive Director.

<u>Section 2. President</u>. The President shall preside at all business meetings of the League, appoint all committees unless otherwise provided, and perform such other duties as are usually incumbent upon that office or as may be directed by the League or the Board.

<u>Section 3. Vice Presidents</u>. In case of absence or disability of the President, the First Vice President shall exercise the President's functions. In the event the First Vice President cannot fulfill that duty, the Second Vice President shall exercise the President's functions.

<u>Section 4. Executive Director</u>. The Executive Director shall be appointed by and shall serve at the pleasure of the Board. The Executive Director shall administer all League affairs, keep the Board fully advised regarding League activities, and submit an annual report to the Board. The Executive Director shall be responsible for implementing League policies and programs and perform such other duties as directed by the Board. The Executive Director shall attend meetings of the Board and serve as Secretary of the League and maintain its records. For

said services, the Executive Director shall receive such compensation as determined by the Board.

<u>Section 5. Officer Eligibility for Office</u>. Any elected official of a member municipality shall, during the term for which they are elected or appointed, be eligible to serve as an officer.

<u>Section 6. Term of Office</u>. With the exception of the Executive Director, officers shall be elected for a term of one year for each office or until their successors are elected, and their term of office shall begin at the close of the annual meeting following their election. Officers may serve up to four consecutive terms.

ARTICLE V BOARD OF DIRECTORS

Section 1. Board of Directors.

- (a) Composition. The Board shall consist of the following, all of whom must be active officials of member municipalities:
 - (1) President.
 - (2) First Vice President.
 - (3) Second Vice President.
 - (4) Immediate Past President.
 - (5) Executive Director.
 - (6) District. One director from each of the twelve League districts as set forth in subsection (b) of this section.
 - (7) At-Large. Three directors elected at-large, all of whom shall be municipal elected officials.
 - (8) Affiliate. Five directors representing designated affiliates, three of whom shall be managers or appointed chief administrative officers of a municipality; one of whom shall be an attorney who represents a municipality; and one of whom shall be a municipal clerk.
 - (9) Large City. One director from each of the largest six municipalities above 200,000 in population, according to the most recent decennial census.
 - (10) President Appointment. Three directors appointed at-large by the President, taking into account municipal population, geography, minority and gender representation, and other factors as appropriate to represent the diversity and interests of the membership. In the event of a vacancy in the office of Immediate Past President, the President may appoint one additional director.
 - (b) Districts. The League districts are composed of the following counties:
 - (1) First District: Bertie, Camden, Chowan, Currituck, Dare, Martin, Gates, Hertford, Pasquotank, Perquimans, Tyrell and Washington.
 - (2) Second District: Beaufort, Carteret, Craven, Hyde, Jones, Onslow and Pamlico.
 - (3) Third District: Bladen, Brunswick, Columbus, Duplin, New Hanover, Pender and Sampson.
 - (4) Fourth District: Greene, Johnston, Lenoir, Pitt, Wayne and Wilson.

- (5) Fifth District: Edgecombe, Franklin, Halifax, Nash, Northampton and Warren.
- (6) Sixth District: Alamance, Caswell, Chatham, Durham, Granville, Orange, Person, Vance and Wake.
- (7) Seventh District: Cumberland, Harnett, Hoke, Lee, Moore, Robeson and Scotland.
- (8) Eighth District: Anson, Cabarrus, Mecklenburg, Montgomery, Richmond, Stanly and Union.
- (9) Ninth District: Davidson, Davie, Forsyth, Guilford, Randolph, Rockingham, Rowan and Stokes.
- (10) Tenth District: Alexander, Alleghany, Ashe, Avery, Caldwell, Iredell, Surry, Watauga, Wilkes and Yadkin.
- (11) Eleventh District: Burke, Catawba, Cleveland, Gaston, Lincoln, McDowell and Rutherford.
- (12) Twelfth District: Buncombe, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Madison, Macon, Mitchell, Polk, Swain, Transylvania, and Yancey.
- (c) Excluding the officers and those directors representing affiliate organizations, not more than one member of the Board shall be from the same municipality. In no event shall more than two members of the Board be from the same municipality.

<u>Section 2. Duties</u>. The Board shall have general control and supervision of the League and determine all questions or issues which arise between League meetings. The Board shall adopt an annual budget and make necessary provisions to employ a qualified accountant to audit League funds and accounts annually. In addition, the Board may adopt policy to supplement or clarify the provisions of these Bylaws.

<u>Section 3. Director Eligibility for Office</u>. Any elected official of a member municipality shall, during the term for which they are elected or appointed, be eligible for director.

Section 4. Nomination Procedure. Nominations for office shall be made by a Nominating Committee appointed and announced by the President not later than forty-five (45) days prior to the annual business meeting. Nominations for the three Directors who are managers or chief administrative officers may be made from a slate of one or two nominees submitted to the Nominating Committee by the municipal members of the NC City and County Management Association. Nomination for the Director who is an attorney representing a municipality may be made from a slate of one or two nominees submitted by the NC Association of Municipal Attorneys. Nomination for the Director who is a municipal clerk may be made from a slate of one or two nominees submitted by the NC Association of Large City seats may be made by the Large City seeking representation. The Nominating Committee shall not be bound by nominations offered by affiliates and cities.

Section 5. Election and Term of Office. Election of Board members may be held in advance of the annual meeting and may be conducted electronically. Each member municipality shall designate one voting delegate for consideration of the proposed slate from the Nominating Committee, and the voting delegate shall cast the vote of the municipality. Officers shall hold their office for one year as provided in Art. IV, Sec. 6 of these Bylaws. Directors shall hold

their offices for a term of two years through the second succeeding annual meeting or until their successors are elected. Directors who are President Appointments shall hold their offices for a term that expires with the term of the appointing President. No director, exclusive of officers, shall serve more than two consecutive terms. Directors shall be sworn and assume office immediately after the close of the annual meeting, except that President Appointments shall be sworn into office at the first meeting of the Board following the annual meeting.

<u>Section 6. Vacancies</u>. Should any officer or director discontinue for any reason their official position with the municipality, that individual's office with the League shall immediately become vacant. Vacancies shall be filled by the Board for the unexpired portion of the term.

ARTICLE VI MEETINGS

<u>Section 1. Board Meetings</u>. The Board shall meet at such time and place as may be designated by the President. A quorum shall consist of a majority of the actual membership of the Board, excluding vacant seats. A majority of the directors present and voting shall be required to adopt any motion or to take any other action, except as otherwise provided in these Bylaws.

<u>Section 2. Annual Meeting</u>. A meeting of the League membership shall be held annually at a place, date, and time determined by the Board for the purpose of receiving reports and transacting such other business as may properly come before it.

<u>Section 3. Special Meetings</u>. Special meetings of the League membership may be called by the Board, the Executive Committee, or upon the request of the governing bodies of ten percent of the corporate members. The purpose of any special meeting shall be stated in the call, and only business mentioned in the call can be transacted at such a meeting.

<u>Section 4. Notice</u>. Not less than forty-five (45) days in advance of any League membership meeting, the Executive Director shall give written notice of the time and place to all member municipalities. Such notice may be delivered to each member municipality by U.S. Mail or electronically at the mailing or electronic address furnished by the member. If by mail, such notice will be deemed to have been given when deposited in the US Mail. If electronic, such notice will be deemed to have been given on the date sent.

<u>Section 5. Quorum at Annual Meeting</u>. A quorum shall be calculated based on the number of member municipalities present and voting.

<u>Section 6. Voting at Annual Meeting</u>. Each member municipality represented at a League membership meeting shall have one vote, which shall be the majority expression of the delegates from that municipality. A majority vote of municipalities present and voting shall govern, except as otherwise provided in these Bylaws.

<u>Section 7. Meeting Rules</u>. The Board may establish rules and procedures under which member municipalities may submit policy matters for consideration at any meeting.

Section 8. Proxies. There shall be no proxy voting at League meetings.

Section 9. Electronic Meetings. The Board may hold a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which directors participating may simultaneously hear and be heard by each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting. Board meetings may be held virtually or decisions made electronically to the fullest extent allowed by law.

Section 10. Electronic Voting. Between annual meetings, the Board may submit any question to the membership by written or electronic ballot. Such ballot shall be provided to each member municipality using the notice provisions set forth by these Bylaws and shall include voting instructions. A majority vote of those voting shall govern, except as otherwise provided in these Bylaws. In the discretion of the Board, membership meetings may be held virtually or decisions made by the membership electronically to the fullest extent allowed by law.

ARTICLE VII COMMITTEES

<u>Section 1. Committees</u>. In addition to committees designated in these Bylaws, the President may establish such standing and special committees as deemed necessary and appropriate.

- (a) Executive Committee. The Executive Committee shall consist of no more than eight individuals, including the officers, and such other additional individuals who shall be chosen by the Board from among its own membership at the first Board meeting following the annual meeting. In making appointments, the Board shall take into consideration appropriate factors to represent the diversity and interests of the membership. The President shall chair the Executive Committee. The Executive Committee shall meet at the call of the President or any three members. The Executive Committee is empowered to act on behalf of the Board on all matters, but shall not take any action that is contrary to a decision of the organization. The Executive Committee shall report any actions taken to the Board at its next meeting and shall keep the Board informed of all Executive Committee activities. In the interim between the annual meeting and the first Board meeting subsequent to the annual meeting, the officers and any Executive Committee.
- (b) <u>Finance Committee</u>. There shall be a Finance Committee comprised of a chairperson and four to six members from the Board. The Committee shall advise the Board concerning the annual budget, the membership service fee schedule, the annual audit, and other matters concerning the financial affairs of the League.
- (c) <u>Nominating Committee</u>. There shall be a Nominating Committee comprised of a chair and a minimum of eight other members appointed by the President. Including the chair, three members of the Committee shall be past Presidents of the League who are active municipal officials, and the remainder shall be active municipal officials chosen at large. If there are fewer than three qualified past Presidents available to serve, those seats shall be filled by municipal officials appointed at large. The President shall appoint and

announce the membership of the Nominating Committee no later than forty-five (45) days in advance of the annual meeting each year. The Nominating Committee shall seek to nominate a balanced slate of officers and directors by considering municipal population, geography, minority, gender, and ethnicity representation, past representation of particular municipalities, and other factors as appropriate to represent the diversity and interests of the membership.

(d) Legislative Policy Committee. There shall be a Legislative Policy Committee to advise and assist the Board as to legislative priorities for the League. The committee shall make such recommendations and reports to the Board as are deemed appropriate by the committee. The committee shall be composed of at least 50 but no more than 65 elected or appointed municipal officials appointed by the President. The committee shall have at least one chair chosen by the President from among the members of the Board, and may have up to two vice-chairpersons, chosen by the President from among the members of the committee. Members may serve up to four consecutive years on the committee, excluding any service as chair. Committee members shall serve until their successors are appointed.

Section 2. Committee Members. The President shall make appointments to all committees and may fill any vacancies. In making appointments, the President shall take into consideration appropriate factors to represent the diversity and interests of the membership. Should any member of a committee discontinue their official position with a municipality, the committee position shall immediately become vacant.

<u>Section 3. Quorum at Committee Meeting</u>. A majority of committee members present shall constitute a quorum.

<u>Section 4. Electronic Meetings</u>. In the discretion of the Board, committee meetings may be held virtually or decisions made electronically to the fullest extent allowed by law.

ARTICLE VIII INDEMNIFICATION & INSURANCE

Section 1. Indemnification. The League may indemnify any and all of its officers, directors, employees, and agents against liability and reasonable litigation expenses, including attorneys' fees incurred by them, in connection with any action, suit, or proceeding in which they are made or threatened to be made a party by reason of being or having been such director, officer, employee or agent excluding, however, liability or litigation expenses which any of the foregoing may incur in relation to matters as to which they shall be adjudged in such action, suit, or proceeding to have acted in bad faith or to have been liable or guilty by reason of willful misconduct in the performance of their duties.

<u>Section 2. Insurance</u>. The League may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the League against any liability asserted against and incurred by that person in any such capacity, or arising out of his or her status as such, whether or not the League would have the power to indemnify that person against such liability.

ARTICLE IX DISSOLUTION

Upon dissolution of the League, the Board shall, after paying or making provisions for the payment of all liabilities of the League, distribute all of the net assets of the League to the Corporate members, all of which are municipalities. No assets shall be distributed to any private interest or profit entity.

ARTICLE X PARLIAMENTARY AUTHORITY

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the League in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order the League may adopt.

ARTICLE XI AMENDMENT

These Bylaws may be amended by a two-thirds majority vote of the Board of Directors. The membership shall be notified of amendments made by the Board no later than the next subsequent annual meeting. The Board reserves the right to submit a proposed amendment to the membership for a vote with the membership's vote requiring a two-thirds majority to pass.

Adopted this day April 27, 2023 by the League membership at its annual meeting.



SUBJECT:	DONATION OF SURPLUS POLICE CARS TO ACC
PREPARED BY:	KRISTI BAKER, CHIEF OF POLICE

REQUESTED ACTION:

Approve Resolution Authorizing Conveyance of a 2008 Chevy Impala and two 2010 Ford Crown Victoria vehicles to Alamance Community College Pursuant to G.S. 160A-274.

BACKGROUND/SUMMARY:

The Police Department has a 2008 Chevy Impala and two 2010 Ford Crown Victoria vehicles that each have been deemed surplus due to age and mechanical condition. Alamance Community College has requested that the City consider donating the vehicles so they can be used by the Basic Law Enforcement Training Academy for recruit training. The City and other local law enforcement agencies have made similar conveyances in the past.

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

FISCAL IMPACT

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

STAFF RECOMMENDATION:

Approval.

SUGGESTED MOTION(S):

I move we approve the Resolution Authorizing Conveyance of a 2008 Chevy Impala and two 2010 Ford Crown Victoria vehicles 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:

- 2008 Chevy Impala, Inventory # 173, VIN# 2G1WB55K881266273
- 2010 Ford Crown Vic, Inventory #153, VIN# 2FABP7BVXAX102260
- 2010 Ford Crown Victoria, Inventory #155, VIN# 2FABP7BV5AX114526

and;

WHEREAS, the above-referenced vehicles have been declared surplus due to age and mechanical condition; 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 both 2010 Ford Crown Victoria vehicles and a 2008 Chevy Impala to Alamance Community College, and deems it wise to do so for no consideration; and

WHEREAS, the City of Graham has determined the donation of said vehicles to Alamance Community College will continue to provide a public benefit.

THEREFORE, THE GRAHAM CITY COUNCIL RESOLVES THAT:

- 1. The City of Graham hereby conveys to Alamance Community College the following property:
 - 2008 Chevy Impala, Inventory # 173, VIN# 2G1WB55K881266273
 - 2010 Ford Crown Vic, Inventory #153, VIN# 2FABP7BVXAX102260
 - 2010 Ford Crown Victoria, Inventory #155, VIN# 2FABP7BV5AX114526
- 2. The property herein described shall be conveyed for consideration of continued public benefit.
- 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 11th day of April 2023.

Mayor Jennifer Talley

Attest:

Renee Ward, City Clerk

\\10.32.0.60\COG_Share\graham_share\AGENDA PENDING ITEMS\2023\4-11-23 - Regular Meeting\4 - New Business - Surplus Police Vehicles\2023 staff report surplus police vehicles to ACC.docx