

# City of Graham City Council Meeting Agenda August 13, 2024



6:00 p.m. | City Hall | 201 South Main Street | Graham, NC

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**CALL TO ORDER:** Mayor Jennifer Talley

## **INVOCATION & PLEDGE OF ALLEGIANCE**

Pastor Steve Braswell, Graham Presbyterian Church

## **CONSENT AGENDA:**

- a. To approve the July 9, 2024, Council Meeting minutes and sealed Closed Session minutes.
- b. To approve a date change for the previously approved Grahamtoberfest to close the 100 block of W. Elm Street to a new date of September 21, 2024, from 1:00 pm to 11:00 pm.
- c. To approve the Procurement and Financial Management & Internal Control policies for ARPA Project Funding Compliance.
- d. To approve the Drinking Water Emerging Contaminants Construction Project and 2024-2034 Water Capital Improvement Plan Resolutions.
- e. To set a date of public hearing for September 10, 2024, to consider extending the corporate limits to the City of Graham for a tract of land totaling .79 acres off Jimmie Kerr Road and to direct the City Clerk to investigate the sufficiency of the petition. (AN2403)
- f. To approve a budget amendment to increase Federal Drug Funds by \$50,000 for use by the Police Department.
- g. To approve a Project Ordinance for the Downtown Enhancement Grant Allocation Project for \$600,000.

## **PUBLIC HEARING:**

### **1. TEXT AMENDMENT – RECREATIONAL OPEN SPACE – AM2402**

City Council will consider an Ordinance amendment to Article 4, Division 12, Section 10.249. Open Space Provisions for R-12, R-15, and R-18 Zoning Districts in the Development Ordinance to require recreational open space in all open space subdivisions.

### **2. TEXT AMENDMENT - HISTORIC RESOURCES COMMISSION – BOARD REDUCTION**

City Council will consider an Ordinance amendment to Chapter 2 (Administration), Article II, Division 3, Boards and Commissions, to the Code of Ordinances to reduce the Historic Resources Commission from seven to five members.

### **3. TEXT AMENDMENT – SIGN ORDINANCE – NO SOLICITING SIGNAGE EXEMPTION**

City Council will consider a Text Amendment to Article 10, Section 10.393. Exemptions in the Development Ordinance to allow no soliciting signs as an exemption.

### **NEW BUSINESS:**

#### **4. UPDATE ON NEW DOWNTOWN SIGNATURE EVENT**

City Staff will present an update on planning a new downtown signature event.

#### **5. ABSS & CITY OF GRAHAM – JOINT USE AGREEMENTS – RECREATION AND PARKS**

City Council will consider two joint agreements between the Alamance-Burlington School System and the City of Graham to use multiple recreation facilities.

#### **6. BOARDS AND COMMISSION APPOINTMENTS**

The City Council will consider the following appointments to its Boards and Commissions:

**Appearance Commission/Tree Board** – (Two Vacancies)

Applicants: Benjamin Beushausen | David Bradley | Clell Britt

**Historical Museum Board** – (Two Vacancies)

Applicant: Melissa Holmes

**Planning Board/Board of Adjustment** – (One Vacancy)

Applicants: Cheryl Schmidt | Benjamin Beushausen | Emily O’Dell | Jim Young

**Recreation Commission** – (One Vacancy)

Applicant: Patrick Burnette

**Library Committee** – (One Vacancy – Recommendation Only)

Applicants: Ernest Lewis, Jr. | Morgan Robinson | Lindsay McKinney

### **PUBLIC COMMENT PERIOD**

### **CITY STAFF COMMENTS**

### **CITY COUNCIL COMMENTS**

### **ADJOURN**



# City of Graham

## City Council Meeting Minutes

### July 9, 2024



The City Council of the City of Graham held a regularly scheduled meeting at 6:00 p.m. on July 9, 2024, in the Council Chamber, City Hall Municipal Building at 201 South Main Street, Graham, NC.

#### **Council Members Present:**

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

**CALL TO ORDER:** Mayor Jennifer Talley

#### **INVOCATION & PLEDGE OF ALLEGIANCE**

Council Member Parsons gave the invocation and all stood for the Pledge of Allegiance.

#### **CONSENT AGENDA:**

- a. To approve the June 11, 2024, Council Meeting and sealed Closed Session minutes.
- b. To approve the Property Management Policy for ARPA Project Funding Compliance for accepting and expending funds for applicable projects.
- c. To approve a Resolution adopting the 2023 Local Water Supply Plan (LWSP). The State has completed its review of the 2023 LWSP for the City's water system and has found that it meets the minimum criteria established in N.C.G.S. 143-355(I).
- d. To approve tax releases in the amount of \$247.98.

Mayor Pro Tem Hall motioned to approve the Consent Agenda items, seconded by Council Member Chin. The motion passed unanimously.

#### **NEW BUSINESS:**

#### **ITEM 1: PRESENTATION – FIRE STATION LOCATION ANALYSIS**

City Council received a presentation of the 2024 Fire Station Location Analysis prepared by North Carolina Fire Chief Consulting.

Fire Chief Tommy Cole stated that he was extremely excited that an additional fire station was a priority of the City Council. Chief Cole stated the presentation tonight from Retired Chief Greg Grayson, North

Carolina Fire Chief Consulting (NCFCC), was an update on the Fire Station Study completed in 2020.

Mr. Grayson highlighted the following analysis:

**Bottom Line - Take Away:**

- The purpose of this initiative was to evaluate the optimal and potential alternate **areas of consideration for future Graham Fire Station 2 and 3.**
- Ultimately, we are seeking to provide advice, direction and input which will allow Graham officials to **strengthen and improve your overall fire protection service delivery system.**

Mr. Grayson stated the main purpose was to identify areas of consideration for Station Two and Station Three.

Enter ERF # here->		15		Baseline@ 90th percentile		Benchmark	Gap
Call Processing Time (CP)	nth = 46	Pickup to Dispatch	0:01:55	0:01:00	0:00:55		
Turnout Time (TO)		Turnout 1st Arriving Unit	0:02:50	0:01:20	0:01:30		
Travel Time (Trv)		Travel Time 1st Arriving	0:03:07	0:04:00	Goal Met		
	nth = 5	Travel Time ERF Unit	0:31:27	0:08:00	0:23:27		
Total Response Time (TRT)		Total Response Time 1st Arriving Unit (CP,TO,Trv)	0:04:20	0:06:20	Goal Met		
	nth = 5	Total Response Time ERF Unit (CP,TO,Trv)	0:32:08	0:10:20	0:21:48		

### STATISTICAL ANALYSIS - RESPONSE TIME PERFORMANCE

- Based on the 33-month evaluation period, the Graham Fire Department has demonstrated the ability to respond to **90 percent of all events (all risk hazard) within 07 minutes and 49 seconds**, or less, from the receipt of the event in the 911 center until the first fire department unit arrived.

Mr. Grayson shared that for 90% of emergency incidents in Graham, the first unit arrives within 7 minutes and 49 seconds.

Mayor Talley inquired about the response times.

Mr. Grayson stated there was no law or mandate for response times. He shared there were two consensus standards; urban areas with a career fire department and the other is suburban and rural areas with volunteer departments. The data presented was based upon the urban measure because Graham had more than a thousand people per square mile. When you compare the standard meant for volunteer and combination fire departments, you are looking at that 10-minute mark, and Graham is under that 10-minute mark. He stated when you apply this in an urban setting, your times are a little above what some of those would be in another standard or municipal standard. The NCFCC is looking for a 4-minute travel time plus the turnout call processing times. He stated insurance companies look at three pieces: emergency communications, water supply, and fire department. He noted the first two questions the insurance company would ask are the distance from a hydrant and the ISO rating.

Mayor Talley asked what was Graham’s ISO rating.

Fire Chief Cole stated the Graham Fire Department was a Class 3 department. He stated the distribution of resources as the City grew it took a hit because the trucks were traveling further, and there was a range for engines and ladder trucks.

Mayor Talley asked how we could get the ISO rating to a 2.

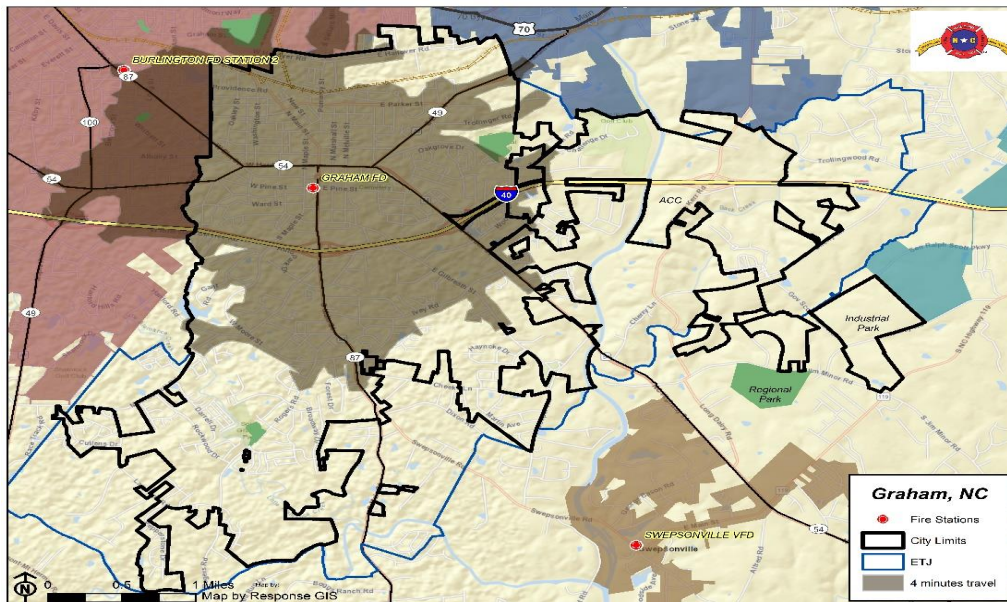
Fire Chief Cole stated that this project, along with the emphasis on improving services, was to allow an additional fire station to be placed further out to reduce travel times.

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
0	22	29	23	26	19	21	27	167
1	27	29	27	13	20	16	25	157
2	27	23	18	25	14	17	27	151
3	34	23	22	5	10	13	17	124
4	17	15	9	12	18	22	26	119
5	24	30	18	17	24	22	26	161
6	27	20	27	21	30	30	22	177
7	23	31	31	34	39	37	28	223
8	33	59	41	46	56	43	40	318
9	44	48	50	50	56	49	41	338
10	47	57	65	69	58	59	49	404
11	36	76	59	66	74	65	45	421
12	38	61	50	48	61	54	59	371
13	44	60	62	76	65	66	52	425
14	50	67	64	50	67	57	50	405
15	40	57	64	59	49	66	43	378
16	49	54	61	53	59	62	41	379
17	55	55	45	56	49	56	38	354
18	47	45	44	51	55	61	52	355
19	50	39	55	40	28	49	33	294
20	41	45	50	35	43	44	46	304
21	42	43	40	34	41	47	44	291
22	34	29	33	28	38	43	28	233
23	28	35	26	30	33	42	31	225
<b>Total</b>	<b>879</b>	<b>1,030</b>	<b>984</b>	<b>944</b>	<b>1,006</b>	<b>1,041</b>	<b>890</b>	<b>6,774</b>

**GRAHAM WORKLOAD ANALYSIS**

*Primarily 8am-8pm Each Day*

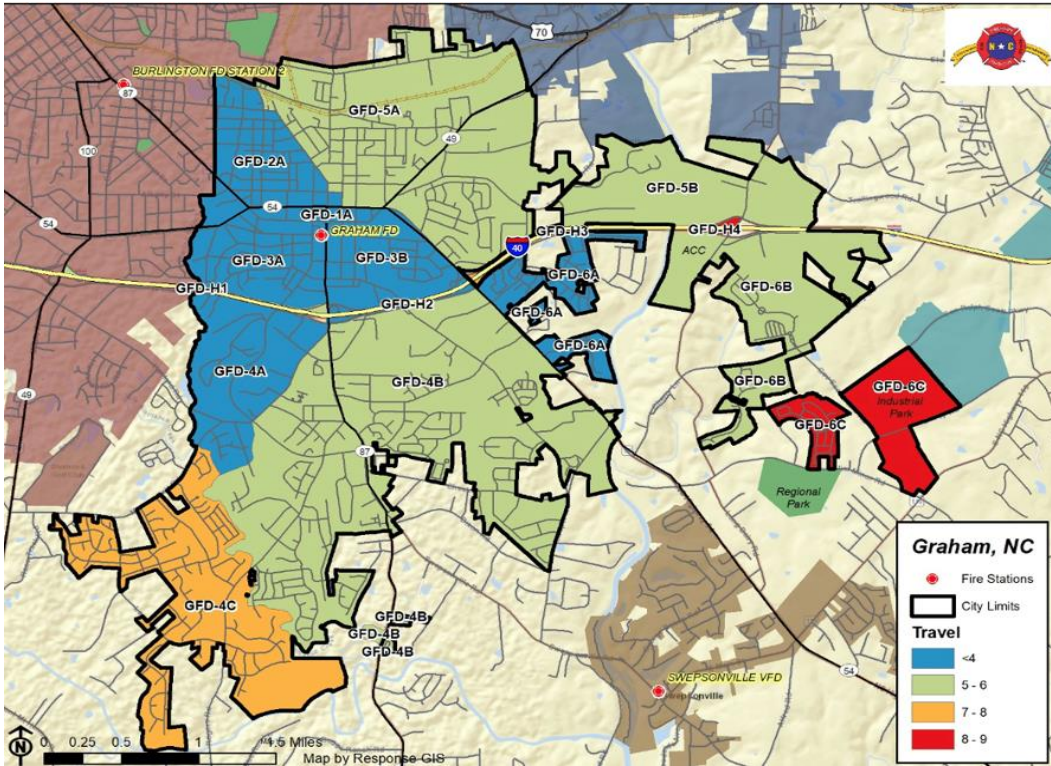
Mr. Grayson shared the peak times or call volumes rated from 8:00 am to 8:00 pm daily.



**Overall Graham Travel Time Coverage:**

The dark brown area represents the 4-minute travel time capability from Graham’s one fire station.



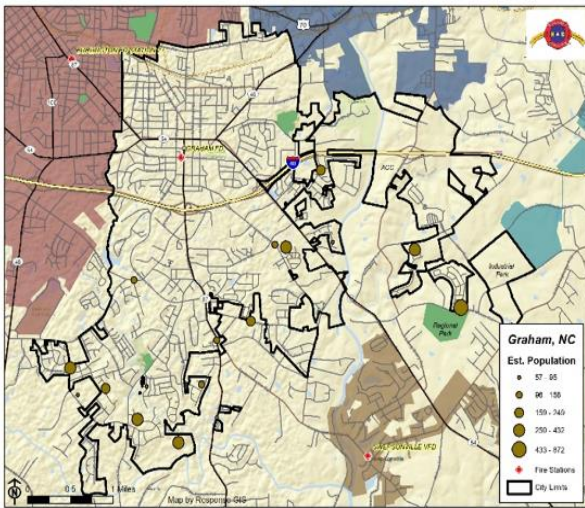


**Travel time affects on the entire City of Graham.**

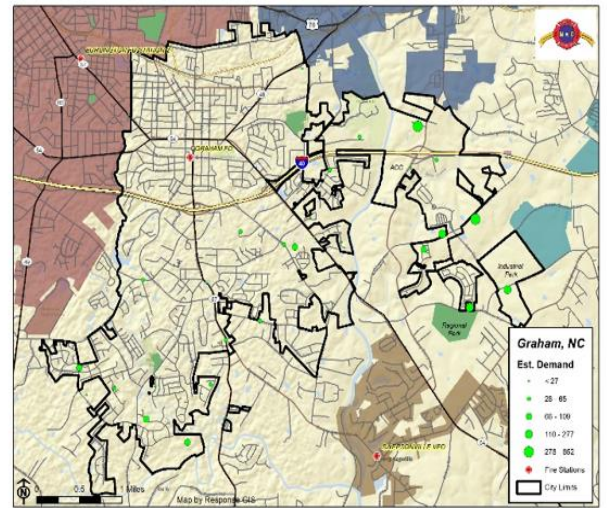
**Orange** is 7 to 8 minutes response time.

**Red** is 8 to 9 minutes response time.

### Impacts of New Development on Fire Services for Graham:



**New Development Estimated Population**



**New Development Estimated Incidents**

Mr. Grayson stated the new development would significantly impact fire services.



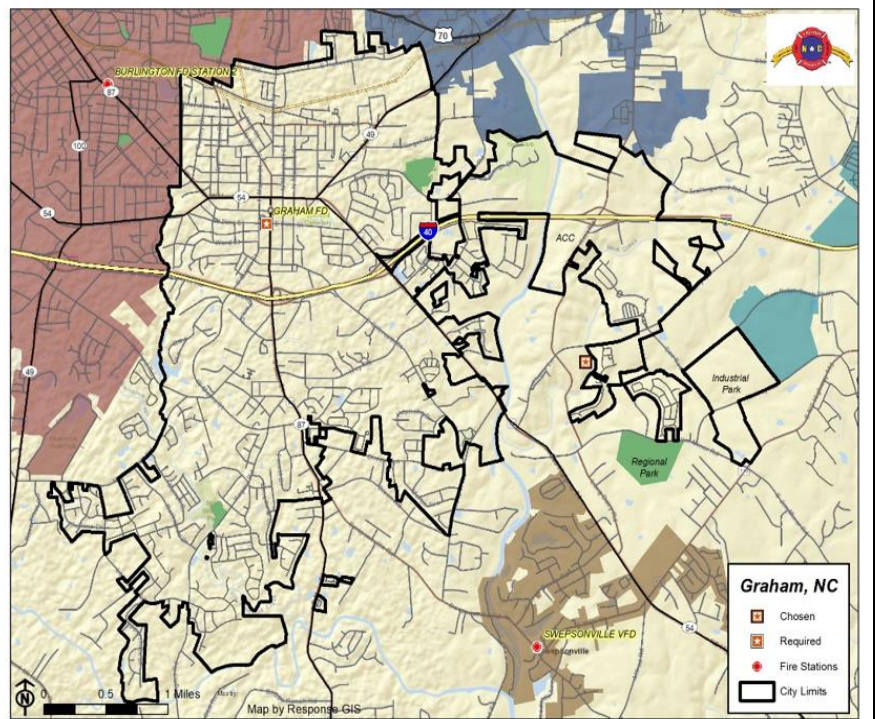
## Fire Station Vulnerability Risk Index Score Rating

- Can be equated to level of service delivery capability.
- The computer modeling system divides Graham into hexagonal shapes based upon travel times.
- The vulnerability risk index (VRI) was constructed using the five varying levels of population, emergency call demand, and land use/hazard risk and applied to each hexagonal cell with a risk score that reflects the ranks of the metrics described in that area.
- The higher the VRI, the higher the level of service capability.
- Models were run with and without automatic aid for Graham.

Mr. Grayson shared Graham's VRI score was currently at 34%. Additional fire services would affect the score.

## Optimal Second Fire Station Location with Planned Development

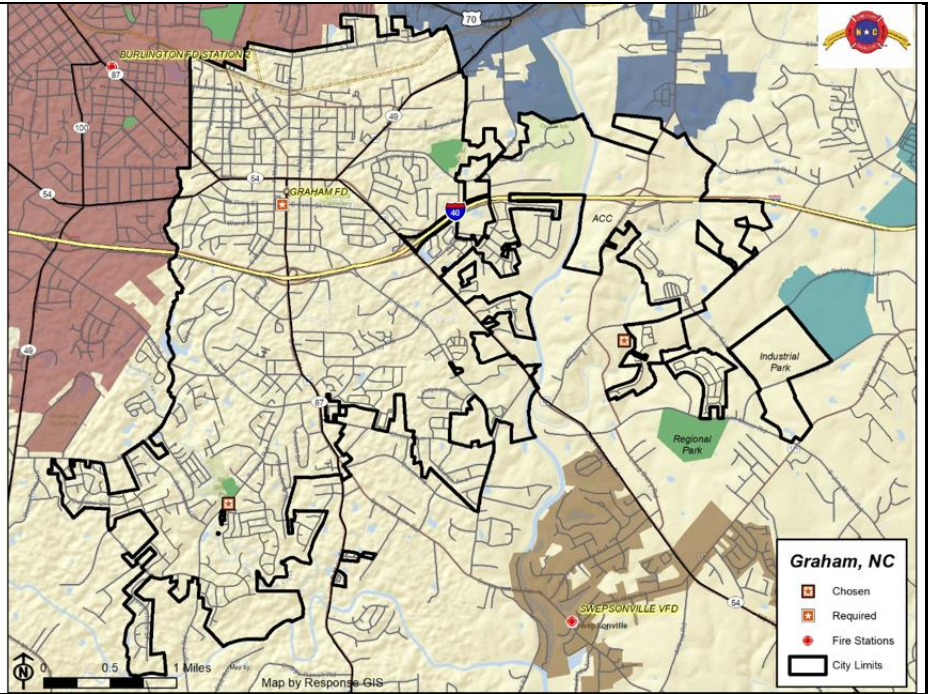
- *Eastern Side of City.*
- *Area of Interest near Cherry Lane and Jimmie Kerr Road.*



An additional fire station in Cherry Lane and Jimmie Kerr Road would increase Graham's current VRI score from 34% to 54%.

## Optimal Third Fire Station Location with Planned Development

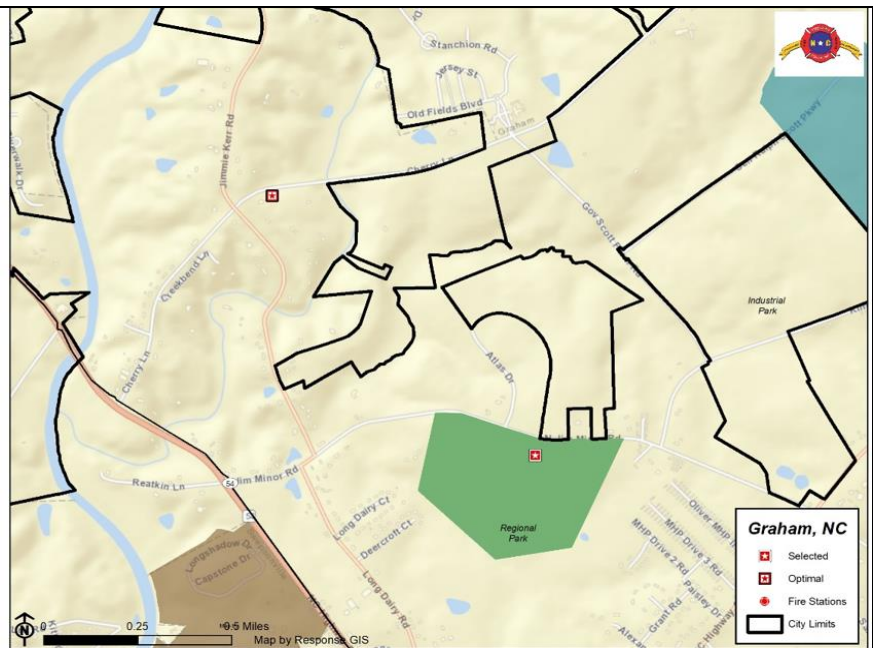
- *Western Side of City.*
- *Area of Interest near Rogers Road.*



A second additional fire station on the city’s western side near Rogers Road would increase the VRI score from 54% to 69%.

## Potential Alternative City Owned Sites for Graham Fire Station 2:

- *East Side of City.*
- *Graham Regional Park*

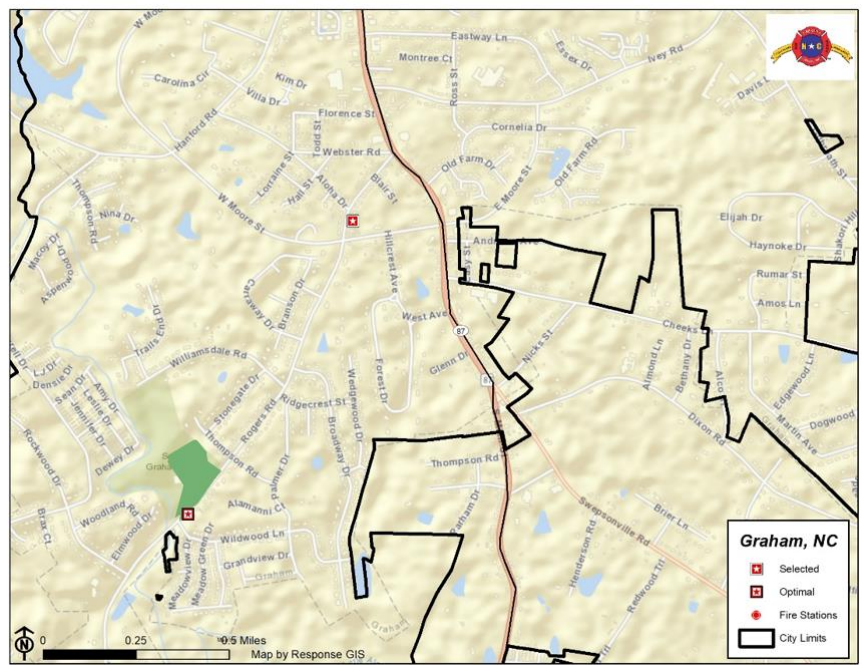


Placing an additional fire station on City-owned land would increase Graham’s current VRI score from 34% to 52% (-2% from optimum)



## Potential Alternative City Owned Sites for Graham Fire Station 3:

- West Side of City.
- Rogers Road.



A second additional fire station on the west side of the city near Rogers Road would increase Graham's VRI score from 54% to 66% (-3% from optimum)

## Consider Potential Future Funding Structures:

Calls For Service
Area
Population
Road Miles
Valuation
Bld. Sq '
Parcels
Commercial Property
Residential Property
Exempt Property
Other Property

- Best practice is for providing the closest fire station response.
- Fortunately, Alamance County utilizes an automatic aid response system between fire departments.
- In the future as Graham continues to grow and expand, it is recommended that Graham request Alamance County to create a Fire Protection Service District where a Graham fire station is closest within Graham's Extraterritorial Jurisdiction (ETJ) of unincorporated area to help Graham offset fire service costs with sustainable additional fire station funding.

## Policy Makers Key Next Steps:

1. Decision regarding the next fire station location for Graham to improve service delivery levels.
2. Funding plan for the fire station construction and operational costs including fire staffing needs.
3. Consideration of collaborating with Alamance County to establish a fire protection service district in the Graham ETJ to help support closest station fire station response from Graham.

Mayor Talley asked if City property could be an option at the Graham Regional Park.

City Manager Garner stated the majority of the land at Graham Regional Park was purchased with PARTF dollars. She stated that one parcel had road frontage that was not included, and it was approximately three acres. She stated staff had reached out to the State to determine if part of the parcels could be used for a station, but did not have an answer yet.

Mayor Talley suggested placing the station at an existing park for additional security and training opportunities.

### **PUBLIC COMMENT PERIOD**

Mr. Keith Westbrooks, 604 Trockwater Court, Graham, inquired about the sewer/stormwater increase.

### **CITY STAFF COMMENTS**

No comments.

### **CITY COUNCIL COMMENTS**

Mayor Talley shared the following events:

- Saturday, July 20, 2024 – ALCOVETS Cruise-In and Concert Series – Favored Band – Graham Amphitheater
- Thursday, July 25, 2024 – Veterans Battlefield Documentary Showing – Graham Cinema
- Thursday, July 25, 2024 – Thursdays at Seven – Blackwater Band – Streets of Downtown Graham
- Friday, August 2, 2024 – Musical Chairs Concert Series – Dani Kerr & The Skeleton Krew – Bill Cooke Park
- August 24, 2024 – Downtown Businesses Hoe Down
- September 13-15, 2024 – Ballon Festival – Cedarock Park
- September 21, 2024 - Grahamtoberfest – Downtown Graham Elm Street

Council Member Chin shared a compliment by County Commissioner Paisley for a great working relationship between the City Council and the County Commissioners.

Council Member Whitaker thanked Chief Cole and Chief Grayson for presenting the fire study.

### **CLOSED SESSION:**

City Council considered going into closed session pursuant to N.C.G.S. 143-318.11(a)(5) to consider the purchase of 1076, 1100, and 1134 Town Branch Road adjacent to Bill Cooke Park parcel numbers 147644, 147738, and 147739 (owned by Susan Teer Lambert & Cathy Teer Evans) for the intended use of park and recreational facilities.

Motion by Council Member Whitaker to go into Closed Session pursuant to N.C.G.S. 143-318.11(a)(5) to consider the purchase of 1076, 1100, and 1134 Town Branch Road adjacent to Bill Cooke Park parcel numbers 147644, 147738, and 147739 (owned by Susan Teer Lambert & Cathy Teer Evans) for the



intended use of park and recreational facilities, seconded by Mayor Pro Tem Hall. The motion passed unanimously.

Motion by Mayor Pro Tem Hall to go out of the Closed Session, seconded by Council Member Chin. The motion passed unanimously,

Motion by Council Member Whitaker to return to Open Session, seconded by Mayor Pro Tem Hall. The motion passed unanimously.

Mayor Talley stated the Council had discussed purchasing the above-mentioned property and asked for a motion.

Motion by Mayor Pro Tem Hall to accept the offer to purchase and contract in the amount of \$615,000, seconded by Council Member Chin. The motion passed unanimously.

Mayor Talley asked for a motion to approve a budget amendment for earnest money in the amount of \$20,000.

Motion by Mayor Pro Tem Hall to approve a budget amendment for \$20,000, seconded by Council Member Chin. The motion passed unanimously.

### ADJOURN

Motion by Council Member Chin to adjourn, seconded by Mayor Pro Tem Hall. The motion passed unanimously. The meeting adjourned at 7:14 p.m.

Renee M. Ward, CMC  
City Clerk



# STAFF REPORT

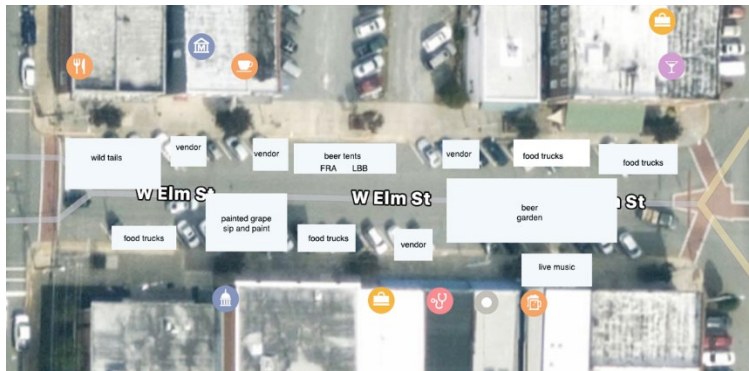
SUBJECT:	AMEND STREET CLOSURE REQUEST BY JOSH COE FOR GRAHAMTOBERFEST
PREPARED BY:	AARON HOLLAND, ASSISTANT CITY MANAGER

**REQUESTED ACTION:**

Approve change of date to close the 100 block of W. Elm Street for Grahamtoberfest.

**BACKGROUND/SUMMARY:**

Josh Coe of Little Bother Brewing submitted an application requesting to close the 100 block of W. Elm Street for Grahamtoberfest which was approved by Council on April 9, 2024. Due to a conflict, the applicant has requested a change of date from September 28, 2024 to September 21, 2024.



**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 change of date request from Josh Coe of Little Brother Brewing to close the 100 block of W. Elm Street on September 28, 2024 to the new date of September 21, 2024 from 1 pm to 11 pm for Grahamtoberfest.

## 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.

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  
[aholland@cityofgraham.com](mailto:aholland@cityofgraham.com)

1. Your email: [josh@littlebrotherbrew.com](mailto:josh@littlebrotherbrew.com)
2. Event name (if applicable): Grahamtoberfest
3. Reason for the event (be specific): Bring the community together for a fun family friendly event.
4. Event date(s): September 28th
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): 1pm set up. Event 3pm- 10pm. Clean up 10pm-11pm

6. Event category:

Please check all that apply appropriate category for your event.

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? 100 block of W. Elm Street Downtown Graham.

Be specific identifying street names or City facilities being requested for use? Just need 12 extra trash cans.

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

Yes  No

9. Identify the street(s) you are requesting to have closed for your event. 100 Block of W. Elm Street

10. Identify your street closure time(s) and will you anticipate when they will return to normal traffic. Closed 1pm-10pm. 11pm.

11. What is your anticipated event attendance total? 700 through out the day

12. Does your event include musical entertainment?  Yes  No

13. Where will your musical entertainment be located? In front of 106 West Elm Street Graham, NC

14. Will sound amplification be used?  Yes  No If yes, provide the start time and end time. 1pm-8pm

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.

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

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Yes  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.

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

Yes  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. We will hire officers through Extra Duty Solutions.

19. Does your event include food concession and/or food preparation areas?

Yes  No

If yes, please select the method of cooking that pertains to your event.

Gas

Electric

Charcoal

Other:  Food Trucks  Heating Elements may vary depending on the trucks.

20. Do you plan to provide portable toilets at your event?

Yes  No

If yes, list the total number of portable toilets:   4  

21. Portable toilet company name: If no, please explain Elite Porta Johns

22. Explain your plan for cleanup and removal of trash, waste, and garbage during & after your event. We will have staff cleaning all day and requesting extra cans.

Does your event require additional trash receptacles?

Yes  No

If yes, what is the requested number of additional trash receptacles?   12  

23. Will there be any tents, canopies or temporary structures at your event?

Yes  No

24. Applicant name and affiliated agency if applicable: Josh Coe / Little Brother Brewing

25. Applicant's Address: 106 West Elm Street Graham, NC 27253

26. Applicant's phone number: 336 684 5997

27. Applicant's email address: Josh@littlebrotherbrew.com

28. Provide the events point of contact if different from the applicant. (First and Last Name, Phone number, & Email Address

29. How many years has this event taken place? 4



# STAFF REPORT

SUBJECT:	ARPA POLICY ADOPTION
PREPARED BY:	AARON HOLLAND, ASSISTANT CITY MANAGER

## REQUESTED ACTION:

Approve the Procurement and Financial Management & Internal Controls Policies for ARPA Project Funding Compliance.

## BACKGROUND/SUMMARY:

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law. This bill included direct financial assistance to local governments that have faced revenue losses and added safety expenses in dealing with the COVID-19 pandemic as well as making investments in water, sewer, and broadband infrastructure.

As part of the compliance for accepting and expending these funds for applicable projects, municipalities would need to have and/or adopt policies in accordance with the NC Department of Environmental Quality checklist. The City's current policies are antiquated and do not meet compliance standards for NCDEQ ARPA funding.

## FISCAL IMPACT:

N/A

## STAFF RECOMMENDATION:

Approval. The UNC School of Governments provides sample policies for templates. Staff and attorneys have reviewed the following language.

## SUGGESTED MOTION(S)

I move we approve the Procurement and Financial Management & Internal Control Policies for ARPA Project Funding Compliance.

## City of Graham Uniform Guidance Procurement Policy

### I. Purpose

The purpose of this policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract. To the extent that other sections of procurement policies and procedures adopted by the City of Graham are more restrictive than those contained in this policy, local policies and procedures shall be followed.

### II. Policy

- A. **Application of Policy.** This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any subrecipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

- B. **Compliance with Federal Law.** All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. The City of Graham will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the City of Graham have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.
- C. **Contract Award.** All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.
- D. **No Evasion.** No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.
- E. **Contract Requirements.** All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.
- F. **Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.



- G. **Approval and Modification.** The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

### III. General Procurement Standards and Procedures:

Either the Purchasing Department or the Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

- A. **Necessity.** Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Purchasing Department and/or the Requesting Department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.
- B. **Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements that bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.
- C. **Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- D. **Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
- E. **Fixed Price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus a percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.
- F. **Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as a reference only, and "or equal" must be included in the description.
- G. **Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.

- H. Dividing Contract for M/WBE Participation.** If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.
- I. Documentation.** Documentation must be maintained by the Purchasing Department and/or the Requesting Department detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.
- J. Cost Estimate.** For all procurements costing \$250,000 or more, the Purchasing Department and/or Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online reviews of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.
- K. Contract Requirements.** The Requesting Department must prepare a written contract incorporating the provisions referenced in Section II.C of this Policy.
- L. Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder's list.
- M. Contractor Oversight.** The Requesting Department receiving the federal funding must maintain oversight of the contract to ensure that the contractor is performing in accordance with the contract terms, conditions, and specifications.
- N. Open Competition.** Solicitations shall be prepared in a way to be fair and provides open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.
- O. Geographic Preference.** No contract shall be awarded on the basis of a geographic preference.

#### **IV. Specific Procurement Procedures**

Either the Purchasing Department or the Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

- A. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing less than \$10,000** shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, purchases must be distributed among qualified suppliers.

**B. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing \$10,000 up to \$90,000** shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:

1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids.
4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
5. Award the contract to the lowest responsive, responsible bidder.

**C. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing \$90,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids.
2. Complete specifications or purchase descriptions must be made available to all bidders.
3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
5. Open bids at the public bid opening on the date, time, and location noted in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for “sound documented reasons.”

**D. Service Contracts** (except for A/E professional services) **costing \$250,000 and above** may be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)) when the “sealed bid” procedure is not appropriate for the particular type of service being sought. The procedures are as follows:

1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an “adequate number” of qualified firms.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
4. Consider all responses to the publicized RFP to the maximum extent practical.
5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
6. Award the contract to the responsible firm with the most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is not required.
7. Award the contract on a fixed-price or cost-reimbursement basis.

**E. Construction and repair contracts costing less than \$10,000** shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, contracts must be distributed among qualified suppliers.

**F. Construction and repair contracts costing \$10,000 up to \$250,000** shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:

1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
4. Award the contract on a fixed-price or not-to-exceed basis.
5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required.

**G. Construction and repair contracts costing \$250,000 up to \$500,000** shall be procured using the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Publically advertise the bid solicitation for a period of time sufficient to give bidders notice of the opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.

4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and location noted in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price are required of the winning bidder.
7. Award the contract on a firm-fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required. Any and all bids may be rejected only for “sound documented reasons.”

**H. Construction and repair contracts costing \$500,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and location noted in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm-fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required and cannot be delegated. The governing board may reject and all bids only for “sound documented reasons.”

**I. Construction or repair contracts involving a building costing \$300,000 and above** must comply with the following additional requirements under state law:

1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).

**J. Contracts for Architectural and Engineering Services costing under \$250,000** shall be procured using the state “Mini-Brooks Act” requirements (G.S. 143-64.31) as follows:

1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321.
3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department.
4. Rank respondents based on qualifications and select the best-qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
5. Negotiate fair and reasonable compensation with the best-qualified firm. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
6. Award the contract to the best-qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

**K. Contracts for Architectural and Engineering Services costing \$250,000 or more** shall be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)(5)) as follows:

1. Publically advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.
4. Proposals must be solicited from an “adequate number of qualified sources” (an individual federal grantor agency may issue guidance interpreting “adequate number”).
5. Must have a written method for conducting technical evaluations of proposals and selecting the best-qualified firm.
6. Consider all responses to the publicized RFQ to the maximum extent practical.
7. Evaluate the qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
10. Award the contract to the best-qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

## **V. Exceptions**

Non-competitive contracts are allowed **only** under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

- A. Sole Source.** A contract may be awarded without competitive bidding when the item is available from only one source. The Purchasing Department and/or Requesting Department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.
- B. Public Exigency.** A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from competitive bidding.
- C. Inadequate Competition.** A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy do not result in a qualified winning bidder.
- D. Federal Contract.** A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.
- E. Awarding Agency Approval.** A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

**Adopted this the 13<sup>th</sup> day of August 2024.**

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**City Manager  
Megan Garner**

# City of Graham

## General Financial Management and Internal Controls Policy

**Policy Purpose:** To document how the management of the City of Graham has fulfilled its responsibility for implementing and maintaining a sound and comprehensive framework of internal controls. Internal controls are vital for identifying and addressing major performance and management challenges and areas at greatest risk of fraud, waste, abuse, and mismanagement.

**Internal Control Policy Definition:** Internal Control is a process that is designed by an entity's oversight, body, management, and other personnel that provides reasonable assurance that the objectives of an entity will be achieved.in the categories of:

- (1) Reporting - reliability of financial reporting for internal and external use; and
- (2) Operations - effectiveness and efficiency of operations; and
- (3) Compliance - compliance with applicable laws and regulations.

**Internal Control System Definition:** An internal control system is a continuous built-in component of operations, effected by people, that provides reasonable assurance, not absolute assurance, that an entity's objectives will be achieved. It is a series of actions that occur throughout an entity that guide its operations and is a part of the organizational structure to help managers achieve the entity's objectives on an ongoing basis. People make internal controls work. Management is responsible for an effective internal control system.

**Components of an Effective Internal Control System:** Understanding the five components of the process is vital to properly structuring, implementing, and maintaining cost-effective internal controls. The five components represent the highest level of the hierarchy of standards for internal controls and must be effectively designed, implemented, and operated together in an integrated manner for an internal control system to be effective.

The five components are as follows:

1. **Control environment** is the foundation for an internal control system which provides the cultural atmosphere for human behavior within an organization. Several key factors expected of management include:
  - a. The oversight body and management should demonstrate a commitment to integrity and ethical values; and
  - b. The oversight body should oversee the entity's internal control system; and
  - c. Management should establish an organizational structure, assign responsibility, and delegate authority to achieve the entity's objectives; and
  - d. Management should demonstrate a commitment to recruit, develop, and retain competent individuals and
  - e. Management should evaluate performance and hold individuals accountable for their internal control responsibilities.
2. **Risk Assessment** is necessary after management establishes certain objectives in order to anticipate and compensate for factors which may prevent management from fulfilling their responsibilities and goals. This assessment provides the basis for developing appropriate risk responses. Management assesses the risks the entity faces from both internal and external audit sources. The key factors of Risk Assessment include:
  - a. Management should define objectives clearly to enable the identification of risks and define risk tolerances; and
  - b. Management should identify, analyze, and respond to risks related to achieving the defined objectives; and



- c. Management should consider the potential for fraud when identifying, analyzing, and responding to risks; and
  - d. Management should identify, analyze, and respond to significant changes that could impact the internal control system.
- 3. Control activities are the actions management establishes through policies and procedures, actions, or activities that help ensure that management's directives are carried out. They may consist of policies, physical actions, hardware or software processes, or procedures such as segregation of duties. The control activities include:
  - a. Management should design control activities to achieve objectives and respond to risks; and
  - b. Management should design the entity's information system and related control activities to achieve objectives and respond to risks; and
  - c. Management should implement control activities through policies.
- 4. Information and communication internal control features focus on the entity's human and technological systems to ensure that effective and quality information is vital for an entity to achieve its objectives that support the internal control system as related to internal as well as external events.
  - a. Management should use quality information to achieve the entity's objectives.
  - b. Management should internally communicate the necessary quality information to achieve the entity's objectives.
  - c. Management should externally communicate the necessary quality information to achieve the entity's objectives.
- 5. Monitoring is the activities management establishes and operates to assess the quality of performance over time and promptly resolve the findings of audits and other reviews. Conducting internal controls on an ongoing basis is essential to make sure they are functioning as intended, and if not, for effective corrective action to be taken. Corrective actions are a necessary complement to control activities in order to achieve objectives.
  - a. Management should establish and operate monitoring activities to monitor the internal control system and evaluate the results.
  - b. Management should remediate identified internal control deficiencies on a timely basis.

**Limitations of Internal Controls.** In this imperfect world, there are several factors that can reduce the effectiveness of internal controls.

1. Cost-effectiveness. The cost of a control in dollars or staff time should not outweigh the potential benefit.
2. Management override can easily circumvent control procedures, whether for expediency or personal benefit.
3. Unintended snafus such as employee errors, mistakes in judgment, carelessness, or misunderstanding of instructions can be impediments.
4. Collusion is the intentional act of two or more employees to circumvent existing controls. This is usually hard to detect, and the difficulty increases with the authority level of the employee.

**Management Objectives.** The purpose of internal controls is to help ensure the following management objectives and management oversight are met:

1. Safeguarding Assets. The City is responsible for prudent stewardship of all items acquired with taxpayer funds including infrastructure, buildings, software, supplies, and cash, and for protecting other intangible items necessary for business functioning such as customer and employee information.
2. Integrity of financial information. Financial information is accurate, complete, properly authorized and valued, and produced in a timely manner.

3. Compliance with laws and regulations. The City 's financial operation complies with all state and federal requirements, current Generally Accepted Accounting Principles and Governmental Auditing Standards (GAAP and GAGAS), all provisions of the bond order and related financial obligations, and any applicable grant and Green Book Regulations.
4. System promotes operational efficiency. Controls are cost-effective and easy to maintain working as intended according to approved policy.

### City Internal Controls in Place

1. Control Environment - These controls include but are not limited to the following:
  - a. Keeping core values of trust, honesty, and accountability at the heart of management decisions and personnel evaluations; and
  - b. Using credit checks as part of the hiring process to avoid finance employees with personal financial issues; and
  - c. Hiring qualified financial personnel and providing continuing training and educational opportunities and encouraging appropriate certifications and ethics training; and
  - d. Annual audit by a well-qualified external CPA firm; and
  - e. Requiring responsible employee authorization for all accounting transactions; and
  - f. Identity Theft Prevention Program and identity of 'Red Flags;' and
  - g. This is not an exhaustive listing, there may be others as identified

### 2. Risk Assessment and Control Procedures

Area	Risk	Control Procedures
Cash	Employees could pocket cash received from customers	Separate functions of receiving payments & making bank deposits, posting payments, and authorizing write-offs to customer accounts
Cash	Employees could pocket cash using false invoice	<ul style="list-style-type: none"> <li>• Separate functions of requisitioning, ordering, receiving, and approving invoices.</li> <li>• Invoices reviewed during the check-signing process by the City Manager or his/her designee.</li> </ul>
Cash	Employees could pocket cash from a petty cash box	Petty cash custodian has a locked box and original receipts must be signed by the employee receiving cash. Reimbursement reconciliation reviewed by Finance staff during replenishment.
Cash	Criminals could try to steal cash by altering or counterfeiting City check	Positive pay protection with a bank where checks are not honored without advance notice to the bank from the City of check number and corresponding amount.
Cash	Criminals could try to steal cash by forging ACH draft	Positive pay protection with a bank where drafts are not honored by the bank without advance notice from City staff
Cash	Employees could try to steal cash using blank check	<ul style="list-style-type: none"> <li>• Check stock locked in the Finance area</li> <li>• Accounting staff verifies beginning and ending check numbers used by AP staff</li> <li>• Two signatures are required on checks</li> </ul>

Cash	Cash transactions could be recorded improperly, such as typo error or NSF check notification not received from a bank	An employee who does not record any cash transactions reconciles bank statements by 15 <sup>th</sup> of the following month
Investments	Investments and/or related income could be improperly recorded	<ul style="list-style-type: none"> <li>• Compare financial records with statements prepared by the custodian</li> <li>• Accounting staff complying with GASB 40 guidance</li> </ul>
Investments	Investments not allowed under NC law could be purchased	<ul style="list-style-type: none"> <li>• Adopted Fiscal Guidelines Policy clearly identifying allowable investments</li> <li>• Authorization and execution of trades separated duties</li> <li>• Semi-annual report of investments to LGC</li> </ul>
Revenues	Revenues could be improperly recorded or not received in their entirety	<ul style="list-style-type: none"> <li>• Separated duties of billing and recording payments</li> <li>• Daily bank deposits and recording revenue</li> <li>• Monthly review and analysis of billing and consumption data</li> <li>• Write-off authorization limited to City Council approval</li> </ul>

<b>Area</b>	<b>Risk</b>	<b>Control Procedures</b>
Debt	Debt could be issued improperly	<ul style="list-style-type: none"> <li>• All debt authorized by the Council under the auspices of LGC (Local Government Commission)</li> </ul>
Debt	Debt service could be under-paid or inadvertently missed	<ul style="list-style-type: none"> <li>• Annual schedule of debt service corroborated with LGC and Trustee</li> <li>• Trustee notifies Director of Finance if Finance Staff does not remit sufficient funding</li> </ul>
Debt	Outstanding Debt could be misreported in financial statements	<ul style="list-style-type: none"> <li>• Annual schedule of debt service corroborated with LGC and Trustee</li> <li>• Accounting staff aware of disclosure checklists and requirements</li> </ul>
Debt	Arbitrage liability incorrectly computed or recorded	<ul style="list-style-type: none"> <li>• Deposit of all bond proceeds into separate NCCMT fund or First Bank account Annual arbitrage calculations by contracted professional</li> </ul>
Debt	Violation of debt covenants	<ul style="list-style-type: none"> <li>• Management aware of provisions of bond order</li> <li>• Allowable ratio computed annually and included in notes to financial statements</li> <li>• Annual review of provisions and notification to Trustee and other</li> </ul>

		NMSRs that there were no violations
Expenditures	Incorrect amounts could be recorded, or correct amounts omitted	<ul style="list-style-type: none"> <li>Discrepancies between the amount authorized and paid must be resolved before the Purchase Order can be closed during periodic reconciliations</li> </ul>
Capital Assets	Capital Assets purchased could be incorrectly omitted from financial records	<ul style="list-style-type: none"> <li>The Finance Director and external auditors carefully examine expenditures posted to the capital equipment account and other large expenditures</li> <li>Records of infrastructure can support financial amounts</li> <li>Physical inventories are taken every year with a unique asset identifier reconciling GL with subsidiary capital asset software.</li> </ul>
Capital Assets	Capital Assets no longer in service inadvertently left on financial records and/or impairment not properly disclosed	<ul style="list-style-type: none"> <li>Physical inventories every year with departmental staff</li> </ul>

<b>Area</b>	<b>Risk</b>	<b>Control Procedures</b>
Capital Assets	Assets could be lost due to theft, employee error, or casualty	<ul style="list-style-type: none"> <li>Adequate property and liability coverage maintained</li> <li>Moveable assets tagged with City name and unique identifier number</li> <li>Most Buildings and storage areas locked after hours</li> </ul>
Inventory	Items removed from the warehouse not properly recorded	<ul style="list-style-type: none"> <li>The Public Works Director performs test inventory counts during the year and any significant discrepancies in inventory amounts are investigated</li> </ul>
Inventory	Items purchased not properly recorded in the perpetual inventory system	<ul style="list-style-type: none"> <li>Item numbers used on PO carry through in the software module when recording the receipt of items</li> </ul>

Inventory	Value of items not properly recorded in financial statements	<ul style="list-style-type: none"> <li>• The Finance Director and/or Manager can investigate discrepancies</li> <li>• Annual inventory identifies obsolete or damaged items</li> </ul>
Purchasing	Possible violation of state procurement laws	<ul style="list-style-type: none"> <li>• Policy and procedure manual incorporates legal mandates</li> </ul>
Purchasing	Risk of not getting the best value for ratepayer dollars	<ul style="list-style-type: none"> <li>• Follow formal and informal bid procedures in policy based on state law and best practices</li> <li>• Frequent RFPs and bidding for repeat or continuing contracts</li> </ul>
Payroll	Payments not to be made to persons not employed by City of Graham	<ul style="list-style-type: none"> <li>• New hire and termination forms authorized by Department Head and HR Manager prior to receipt by Payroll</li> <li>• Timesheet submission is required for all employees</li> </ul>

<b>Area</b>	<b>Risk</b>	<b>Control Procedures</b>
Payroll	Amounts paid and/or deducted are incorrect	<ul style="list-style-type: none"> <li>• Payroll file is maintained to document current pay rates and all deductions</li> <li>• Periodic audit of payroll file to verify rates and deductions</li> <li>• Paystub distributed with details for employee verification</li> </ul>
Red Flags	Presence of suspicious personal identifying information or suspicious documents	<ul style="list-style-type: none"> <li>• Monitor a covered account for evidence of identity theft</li> <li>• Change any passwords, security codes, or other security devices that permit access to a covered account</li> </ul>
Red Flags	Alerts, notifications, or other warnings received from consumer reporting agencies or service providers, such as fraud detection services or from City departments	<ul style="list-style-type: none"> <li>• Conduct periodic audits to assess the degree of risk posed and report ways to prevent and mitigate identity theft based on the findings</li> <li>• Identify the Risk and come up with ways to prevent and mitigate that risk in the future</li> </ul>

3. *Red Flags.* The City Manager will task Administrative Staff and Department Directors who will be responsible for ensuring appropriate training of City staff on Identity Theft, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances.
4. *Monitoring Internal Controls.* On a periodic basis, the Finance Director or designee will monitor the effectiveness of these controls and propose any modifications as indicated. Also, any malfunctioning of internal controls discovered by external auditors will be immediately investigated by the City Manager and appropriate remedial action will be taken and documented.
5. *Misuse of City Assets.* Any employee who becomes aware of the misuse or potential misuse of City assets shall immediately notify the Manager. If the Manager is involved in the misuse or potential misuse, the employee shall immediately notify the City Board. The City Manager or Board, as appropriate, shall investigate and take appropriate action.

**Authority:** North Carolina General Statutes 159-25(a)(1) charges the Finance Officer with keeping the books of the government “in accordance with generally accepted principles of governmental accounting and the rules and regulations of the [Local Government] Commission. Statements on Auditing Standards (SAS) Numbers 55, 94, and 112 provide authoritative guidance for establishing and managing internal controls, and the North Carolina State Treasurer’s Manual prescribes internal control functions.

**This Policy was adopted on August 13, 2024, by the Graham City Council.**

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Jennifer Talley, Mayor

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Renee Ward, City Clerk

## STAFF REPORT

SUBJECT:	RESOLUTIONS AUTHORIZING STATE FUNDING ASSISTANCE
PREPARED BY:	AARON HOLLAND, ASSISTANT CITY MANAGER

### REQUESTED ACTION:

Approve Resolutions for the following:

- Drinking Water Emerging Contaminants Construction Project
- 2024-34 Water Capital Improvement Plan that lists the project

### BACKGROUND/SUMMARY:

The City of Graham is seeking to secure State funding for a water treatment plant emerging contaminants construction project described as Graham-Mebane Water Treatment Plant Improvements. Part of the SRF application requires the approval of a resolution acknowledging the need and intention to conduct the project as well as a resolution approving an updated Capital Improvement Plan (CIP) that lists the project.

### FISCAL IMPACT:

Mere application for funding has a negligible fiscal impact.

### STAFF RECOMMENDATION:

Approval.

### SUGGESTED MOTION(S):

I move we approve the Drinking Water Emerging Contaminants Construction Project and 2024-34 Water Capital Improvement Plan resolutions as presented.

## **RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The City of Graham has need for and intends to perform a Drinking Water Emerging Contaminants Construction Project described as Graham-Mebane WTP Improvements, and

WHEREAS, The City of Graham intends to request State loan and/or grant assistance for the project,

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

That the City of Graham, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Graham to make a scheduled repayment of the loan, to withhold from the City of Graham any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Megan Garner, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

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

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 13<sup>th</sup> day of August 2024 at Graham City Hall, North Carolina.

---

### **FORM FOR CERTIFICATION BY THE RECORDING OFFICER**

The undersigned duly qualified and acting City Clerk of the City of Graham does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City Council of the City of Graham duly held on the 13<sup>th</sup> day of August 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 13<sup>th</sup> day of August 2024.

---

(Signature of Recording Officer) (Renee M. Ward)

CITY CLERK

---

(Title of Recording Officer)



**RESOLUTION TO ADOPT AND APPROVE THE  
2024 WATER SYSTEM CAPITAL IMPROVEMENT PLAN**

**WHEREAS**, the City of Graham has developed a water system in and around the City of Graham; and

**WHEREAS**, said municipal water system is operated and maintained by the City of Graham; and

**WHEREAS**, the City of Graham recognizes the need for, and advantage of, maintaining adequate short-term and long-term planning for capital improvements for the water system.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Graham that the 2024 Water Capital Improvement Plan is hereby adopted and approved.

**BE IT FURTHER RESOLVED** that the City Council authorizes staff to update the plan as new information becomes available.

**Adopted this the 13th day of August 2024.**

---

Jennifer Talley, Mayor

ATTEST:

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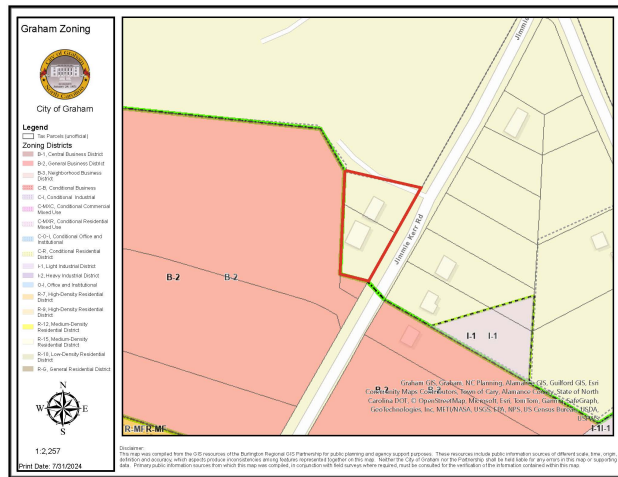
Renee M. Ward, City Clerk

  
**CITY OF GRAHAM**  
 NORTH CAROLINA  
**STAFF REPORT**

<b>SUBJECT:</b>	<b>ANNEXATION OF .79 +/- ACRES</b>
<b>PREPARED BY:</b>	<b>CAMERON WEST, PLANNER</b>

**REQUESTED ACTION:**

Approve the resolution fixing a date of September 10, 2024, for a public hearing on the question of a contiguous annexation pursuant to G.S. 160A-31 for a tract of land totaling .79 +/- acres.



**BACKGROUND/SUMMARY:**

The .79 -acre area being considered for annexation is contiguous. The property owner is planning to connect to public water to this site for their residential property.

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 process

**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's 8894676053 and 8894666926.
2. I move we approve the resolution fixing date of September 13, 2024 for a public hearing on the question of annexation pursuant to G.S. 160A-31 for .79 (+/-) acres.

# Graham Zoning



City of Graham

## Legend

□ Tax Parcels (unofficial)

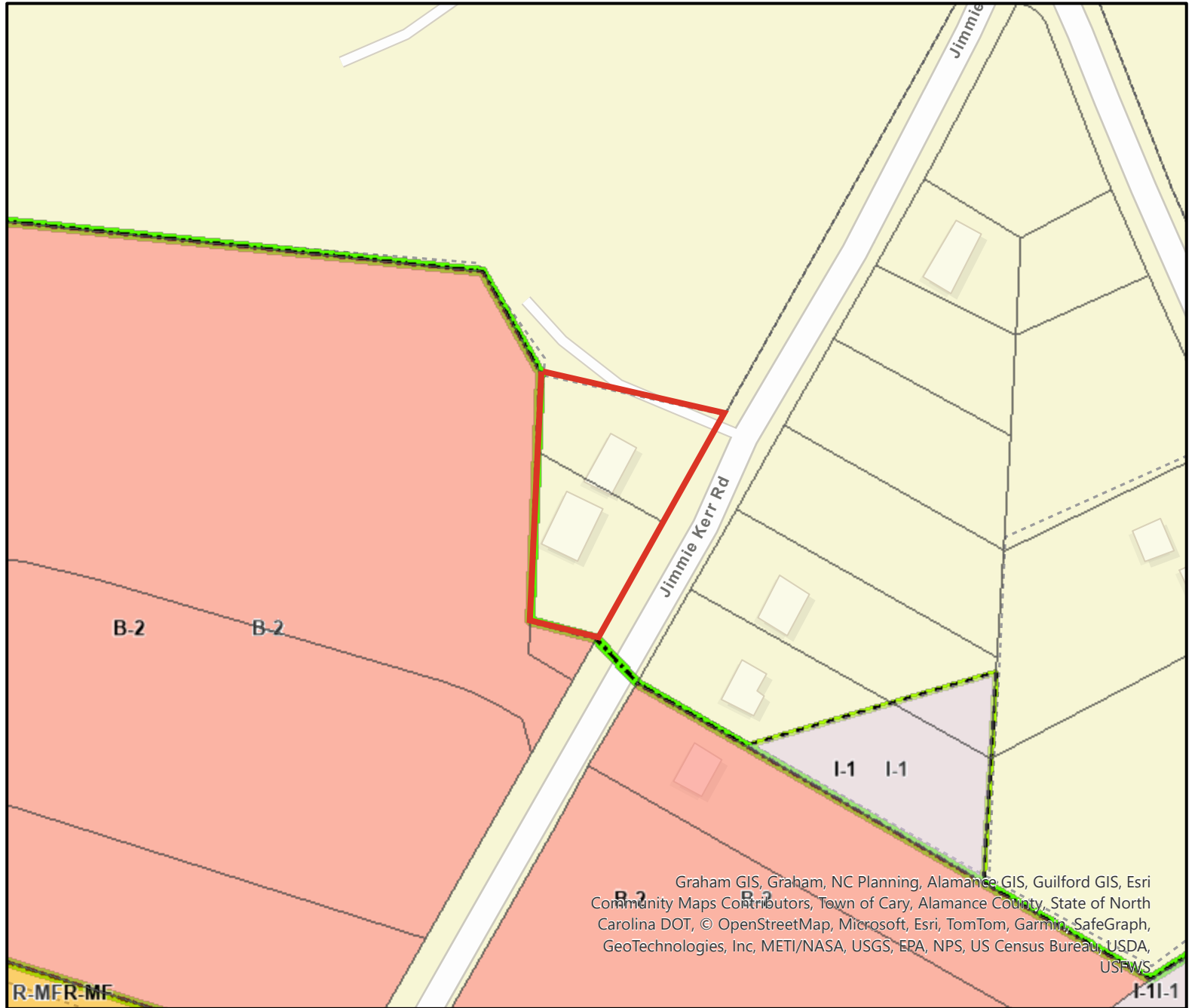
### Zoning Districts

- B-1, Central Business District
- B-2, General Business District
- B-3, Neighborhood Business District
- C-B, Conditional Business
- C-I, Conditional Industrial
- C-MXC, Conditional Commercial Mixed Use
- C-MXR, Conditional Residential Mixed Use
- C-O-I, Conditional Office and Institutional
- C-R, Conditional Residential District
- I-1, Light Industrial District
- I-2, Heavy Industrial District
- O-I, Office and Institutional
- R-7, High-Density Residential District
- R-9, High-Density Residential District
- R-12, Medium-Density Residential District
- R-15, Medium-Density Residential District
- R-18, Low-Density Residential District
- R-G, General Residential District



1:2,257

Print Date: 7/31/2024



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**Disclaimer:**

This map was compiled from the GIS resources of the Burlington Regional GIS Partnership for public planning and agency support purposes. These resources include public information sources of different scale, time, origin, definition and accuracy, which aspects produce inconsistencies among features represented together on this map. Neither the City of Graham nor the Partnership shall be held liable for any errors in this map or supporting data. Primary public information sources from which this map was compiled, in conjunction with field surveys where required, must be consulted for the verification of the information contained within this map.

**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED**  
**UNDER G.S. 160A-31 LOCATED OFF JIMMIE KERR ROAD**  
**GPIN: 8894676053 & 8894666926 (AN2403)**

**WHEREAS**, a petition requesting annexation of an area described in said petition was received on August 13, 2024, 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:

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Renee M. Ward, City Clerk

**RESOLUTION FIXING DATE OF SEPTEMBER 10, 2024, FOR A PUBLIC HEARING ON QUESTION OF A  
CONTIGUOUS ANNEXATION OF TWO LOTS PURSUANT TO G.S. 160A-31 FOR .79 +/- ACRES LOCATED  
OFF JIMMIE KERR ROAD  
(AN2403)**

**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 September 10, 2024.

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

Legal Description GPIN#: 8894676053

**Legal Description:**

Beginning at a 3/4" Rebar on the western margin of a 60' right of way (Jimmie Kerr Road, SR 1928), thence N 57° 35' 00" W a distance of 150.27' to a bent 3/4" Rebar (with nail set at base), thence N 05° 55' 32" E a distance of 83.38' to a 3/4" Iron Pipe, thence S 74° 25' 51" E a distance of 197.79' to a 3/4" Iron Pipe in the western margin of a 60' right of way (Jimmie Kerr Road, SR 1928) thence along with the right of way, S 33° 12' 54" W a distance of 131.96' to the point of beginning, being all of Lot 1 on the Donoho Annexation Plat (#3480) by Reliant Land Survey PLLC

Legal Description GPIN#: 8894666926

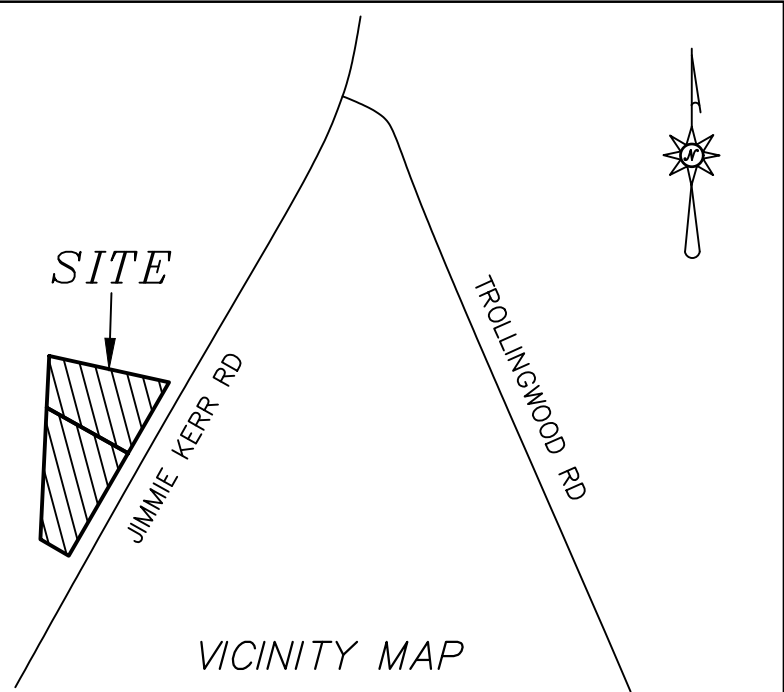
**Legal Description:**

Beginning at a 1/2" Iron Pipe on the western margin of a 60' right of way (Jimmie Kerr Road, SR 1928), thence N 56° 46' 57" W a distance of 52.89' to a 3/4" Iron Pipe, thence N 05° 53' 07" E a distance of 212.35' to a bent 3/4" Rebar (with nail set at base), thence S 57° 35' 00" E a distance of 150.27' to a 3/4" Rebar in the western margin of a 60' right of way (Jimmie Kerr Road, SR 1928) thence along with the right of way, S 33° 10' 37" W a distance of 190.75' to the point of beginning, being all of Lot 2 on the Donoho Annexation Plat (#3480) by Reliant Land Survey PLLC

Attest:

\_\_\_\_\_  
Jennifer Talley, Mayor

\_\_\_\_\_  
Renee M. Ward, Interim City Clerk



- OWNERS OF RECORD:**
- ① SHANNON ELIZABETH DONOHO  
 GPIN: 8894676053  
 Parcel ID: 152915  
 DB 4213 PG 921  
 PB 78 PG 84  
 (LOT 1)  
 OLD TAX ID: 13-13-29  
 18,043 SF (0.41 ACRES)
  - ② SHANNON ELIZABETH DONOHO  
 GPIN: 8894666926  
 Parcel ID: 173296  
 DB 4213 PG 940  
 PB 78 PG 84  
 (LOT 2)  
 OLD TAX ID: 13-13-30  
 19,319 SF (0.44 ACRES)

Review Officer Certification.  
 State of North Carolina  
 County of Alamance

I, \_\_\_\_\_, Review Officer of Alamance County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer \_\_\_\_\_ Date \_\_\_\_\_

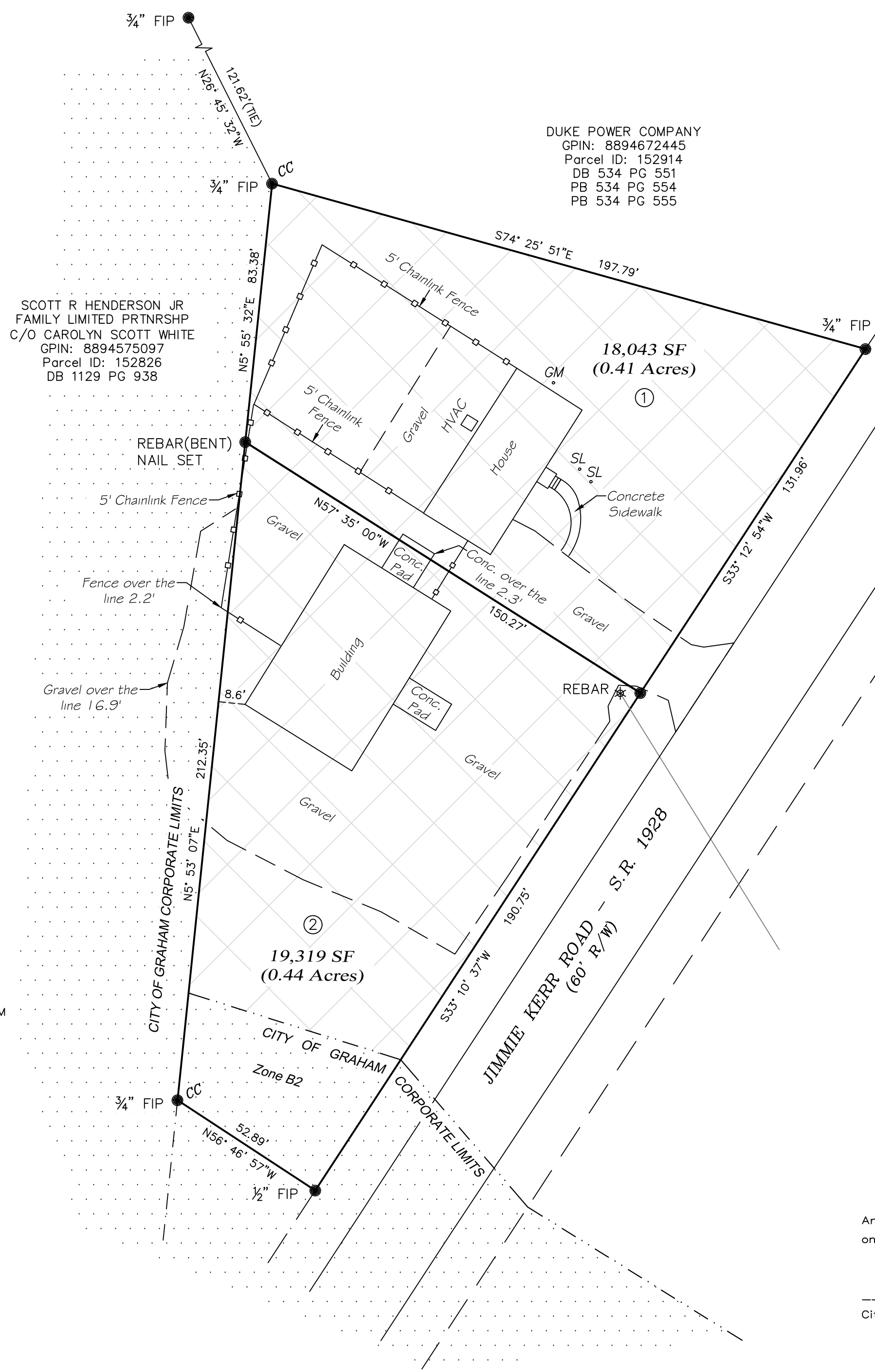
I, BEN ABELE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 4213 PAGE 921 AND BOOK 4213 PAGE 940); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN PLAT BOOK 78 PAGE 84; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

AND THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET; (G.S. 47-30(f)(11)).

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL,

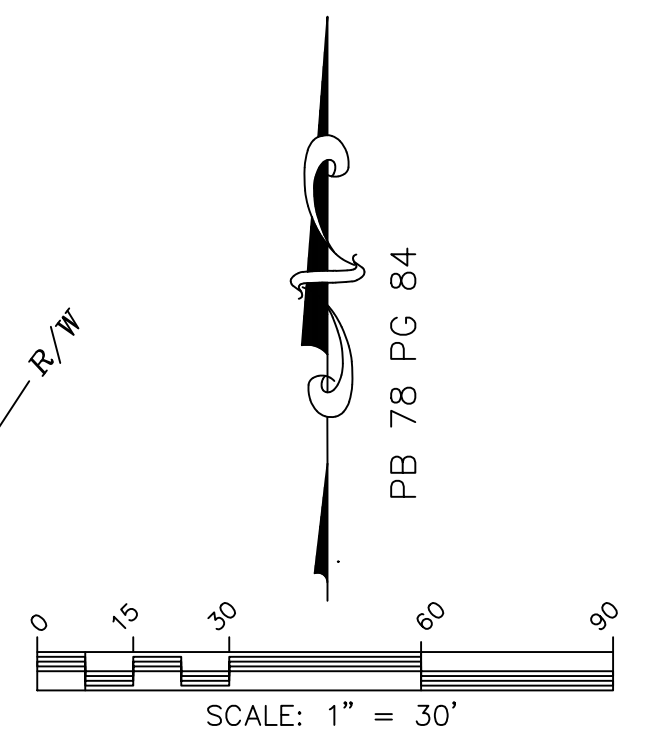
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2024.

\_\_\_\_\_ BEN ABELE, PROFESSIONAL LAND SURVEYOR, L-5586



DUKE POWER COMPANY  
 GPIN: 8894672445  
 Parcel ID: 152914  
 DB 534 PG 551  
 PB 534 PG 554  
 PB 534 PG 555

SCOTT R HENDERSON JR  
 FAMILY LIMITED PARTNERSHIP  
 C/O CAROLYN SCOTT WHITE  
 GPIN: 8894575097  
 Parcel ID: 152826  
 DB 1129 PG 938



LEGEND	
●	FIP—FOUND IRON PIPE
CC	CONTROL CORNER
GPIN	GRID PARCEL ID NUMBER
R/W	RIGHT OF WAY
EOP	EDGE OF PAVEMENT
SL	SEPTIC LID
GM	GAS METER
*	LIGHT POLE
—	MEASURED PROPERTY LINE
- - -	ADJACENT PROPERTY LINE
- - -	RIGHT OF WAY
▨	AREA OF ANNEXATION
⋯	CITY OF GRAHAM CORPORATE LIMITS

**FLOOD CERTIFICATION**  
 PROPERTY LOCATED IN FLOOD ZONE "X" — AREA OF MINIMAL FLOOD HAZARD (FEMA PANEL 3710889400K, EFFECTIVE 11/17/2017)

**GENERAL NOTES**  
 1) THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.

Annexation approved by City of Graham City Council on \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
 City of Graham Planner

DRAFTSMAN:	KLK
REVISION DATE(S):	
SURVEYED:	05/24/2024
DRAWN:	06/21/2024

**RELIANT**  
 LAND SURVEY  
 P.L.L.C. P-1735

PROJECT NAME:  
**DONOHO ANNEXATION PLAT**  
 RLS PROJECT No. 3480

CITY OF GRAHAM CORPORATE LIMITS  
 EXTENSION FOR  
 PARCEL ID: 152915 & 173296

DRAWN FOR: SHANNON DONOHO 919-805-8478  
*Quality Service. On Time.*  
**DONALD B ABELE** LICENSED SURVEYOR  
 1344 WILLOW OAK DRIVE BURLINGTON, NC 27215  
 336-447-8399

PAGE  
**1**  
 OF 1





# STAFF REPORT

SUBJECT:	FEDERAL FORFEITURE FUND BUDGET AMENDMENT 2024-2025
PREPARED BY:	CHIEF M.K. BAKER/MEGAN GARNER, CITY MANAGER

## REQUESTED ACTION:

Approve the budget amendment to reflect \$50,000 in Federal Drug Funds for use by the Police Department.

## BACKGROUND/SUMMARY:

The Graham Police Department participates in the Department of Justice Asset Forfeiture Program. This is a nationwide law enforcement initiative that removes the tools of crime from criminal organizations, deprives wrongdoers of the proceeds of their crimes, recovers property that may be used to compensate victims, and deters crime. One of the ancillary benefits of asset forfeiture is the potential to share federal forfeiture proceeds with cooperating state and local law enforcement agencies through equitable sharing. Being one of the recipient agencies, the Police Department receives these funds as we participate in certain investigations.

To use these funds, as directed by NCGS 159-8 contained in the Local Government Budget and Fiscal Control Act, the law enforcement agency's governing body must authorize the transfer of these revenue funds to a required, separate, budgeted account for its use. The use of these funds rest with the law enforcement agency head. Equitably shared funds shall be used by law enforcement agencies for law enforcement purposes only to add to the department's budget, not supplement.

The Police Department is requesting a budget amendment for the use of these funds. This request is in compliance with the rules and regulations for the use of forfeiture funds under Federal guidelines.

## FISCAL IMPACT:

There is no cost to the City of Graham as transferred funds come from the equitable sharing program. The funds to be transferred to the federal drug fund budget total \$50,000.

The \$50,000 in the budget will increase expenditures as well as revenues as this amount is coming from the available federal drug fund balance.

## STAFF RECOMMENDATION:

Approval.



## **SUGGESTED MOTION(S)**

Make a motion to approve the budget amendment to increase budgeted Federal drug funds by \$50,000 (from \$0 to \$50,000).

**CITY OF GRAHAM**

**BUDGET AMENDMENT ORDINANCE  
2024-2025**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM THAT  
THE 2024 - 2025 BUDGET ORDINANCE SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:**

**Section 7.**

**CAPITAL PROJECTS AND OTHER SPECIAL FUNDS  
REVENUES**

	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE ( DECREASE)
Federal Drug Fund Balance	-	50,000.00	50,000.00		50,000.00
	-	<b>50,000.00</b>	<b>50,000.00</b>	-	<b>50,000.00</b>

**Section 7.**

**CAPITAL PROJECTS AND OTHER SPECIAL FUNDS  
EXPENDITURES**

	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Federal Drug Funds	\$0.00	\$50,000.00	50,000.00		50,000.00
	-	<b>50,000.00</b>	<b>50,000.00</b>	-	<b>50,000.00</b>

Adopted this 13th day of August 2024.

Attest:

\_\_\_\_\_  
Mayor Jennifer Talley

\_\_\_\_\_  
Renee M. Ward, City Clerk

# STAFF REPORT

SUBJECT:	DOWNTOWN ENHANCEMENTS PROJECT ORDINANCE
PREPARED BY:	MEGAN GARNER, CITY MANAGER

## REQUESTED ACTION:

Approve the Project Ordinance for the identified Downtown Enhancement Grant Allocation.

## BACKGROUND/SUMMARY:

The City of Graham was awarded a Directed Grant through the State in the amount of \$600,000. These funds have been identified to be used within the downtown (B-1) area for enhancement related projects. The City Council approved the following projects at its June 11, 2024 meeting:

Downtown street lights upgrade, pedestrian crosswalk improvements, and possibly tree replacements and hanging baskets pending permission and funding. Since the June 11 meeting, Duke Energy has confirmed they will not allow hanging baskets to be located on their poles.

## FISCAL IMPACT:

The City of Graham received \$600,000 in a direct allocation. To date, \$515,956 has been approved for specific projects and \$84,044 remains unencumbered. City Council may amend the project ordinance to include additional projects at a future time.

## STAFF RECOMMENDATION:

Approval.

## SUGGESTED MOTION(S):

I move we approve the Project Ordinance for the Downtown Enhancement Grant Allocation Project.

# RESOLUTION ESTABLISHING THE BUDGET FOR DOWNTOWN ENHANCEMENTS GRANT ORDINANCE

**WHEREAS**, in 2023, Session Law 2023-134 was approved by the North Carolina General Assembly;

**WHEREAS**, Session Law 2023-134 as amended included a direct allocation in the amount of \$600,000 for downtown revitalization within the B-1 district of the City of Graham;

**WHEREAS**, on June 11, 2024, the City Council of the City of Graham approved four projects to be funded with the direct allocation;

**WHEREAS**, since the June 11, 2024 City Council meeting, Duke Energy has confirmed one approved project (hanging baskets on utility poles) will not be permitted;

**WHEREAS**, the Graham City Council may amend the project ordinance to allocate the encumbered funding to future projects;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM, NORTH CAROLINA**, that pursuant to Section 13.2, Chapter 159 of the General Statutes of North Carolina, the following Project Ordinance is hereby revised to include additional projects:

Section 1. The Project authorizes the use of Directed Grant Funds from the State of North Carolina.

Section 2. The officials of the City of Graham are hereby directed to proceed with this project within the terms of the project. Staff is authorized to execute change orders within the budget ordinance.

Section 3. The following revenues are anticipated to be available to the City to complete the project:

Revenue (direct allocation)	\$600,000
<b>TOTAL</b>	<u>\$600,000</u>

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

Downtown street light improvements	\$3,456
Pedestrian crosswalk improvements	\$500,000
Tree replacement	\$12,500
Contingency/Unencumbered	\$84,044
<b>TOTAL</b>	<u>\$600,000</u>

Section 5. The Finance Director shall report on the financial status of this project as directed by the City Council and will inform the Council of any unusual occurrences.

Section 6. Copies of this project ordinance shall be made available to the City Manager and the Finance Director for direction in carrying out this project.

Section 7. This ordinance shall take effect upon passage.

This the 13<sup>th</sup> day of August 2024.

\_\_\_\_\_  
Jennifer Talley – Mayor

ATTEST:

\_\_\_\_\_  
Renee Ward – City Clerk

# STAFF REPORT

<b>SUBJECT:</b>	RECREATIONAL OPEN SPACE
<b>PREPARED BY:</b>	CAMERON WEST, PLANNER

**REQUESTED ACTION:**

Amend Development Ordinance to require Recreational Open Space.

**BACKGROUND/SUMMARY:**

The City Council has requested City Staff to analyze the open space criteria inside of the Development Ordinance and update it to include a definite requirement for recreational open space. Prior to the update, there was no requirement for developers to utilize the open space for any recreational activity. It was advocated for, but never a concrete requirement. City Staff has updated open space section of the ordinance per request. The amendment includes a minimum percentage and square footage requirement for recreational open space in relation to the greater open space area, a minimum lot requirement, and a minimum active open space lot width requirement. This amendment will help ensure developers are providing areas inside of new developments that will be for the betterment of the future tenants. A minimum amount of total open space is still required and measured the same way as before. The Planning Board made recommendations for approval to the staff provided amendment in the form of changes to allowable uses in the passive and active recreational open space areas. Staff has provided both the original and Planning Board recommended versions of the amendment.

**FISCAL IMPACT:**

N/A

**STAFF RECOMMENDATION:**

Approval

**SUGGESTED MOTION(S):**

I move to approve the Ordinance amendment to Article 4, Division 12, Section 10.249. Open Space Provisions for R-12, R-15, and R-18 Zoning Districts in the Development Ordinance to require recreational open space in all open space subdivisions.

**Section 10.249 Open Space Provision for R-12, R-15, and R-18 Zoning Districts**

**Section 10.249.1 Intent**

The intent of this provision is to allow for the development of open space residential subdivisions by right within the R-12, R-15, and R-18 zoning districts. These provisions seek to encourage the development of compact neighborhoods and rural compounds that set aside significant natural vistas and landscape features for permanent conservation.

**Section 10.249.2 Definitions**

Open Space is defined as any area that is not divided into private or civic building lots, streets, rights-of-way, parking, or easements established for the purposes other than open space conservation.

**Section 10.249.3 General Requirements**

- 1) Whenever this section is silent to a development standard the standards established for the conventional development pattern in the zoning district shall be followed.
- 2) The open space regulations are only applicable to new subdivisions that are 5 or more acres. At the time the subdivision is brought before the City, the developer must inform the Staff that they wish to pursue an open space residential subdivision.

**Section 10.249.4 Open Space Standards**

(a) In any of the single-family residential zoning districts indicated below, a developer may create lots that are smaller than those required by the zoning district if such developer complies with the provision of this section and if the lots created are not smaller than the minimums set forth in the following table:

<u>Zone</u>	<u>Open Space Minimum Square Feet</u>
R-18	16,000
R-15	13,000
R-12	10,000

(b) The appropriate setback requirements found in Section 10.245 shall apply to open space residential subdivisions.

(c) Minimum lot widths for each zoning district shall be amended as follows:

<u>Zone</u>	<u>Open Space Minimum Lot Width</u>
R-18	80
R-15	70
R-12	60

(d) The amount of **usable** open space that must be set aside shall be determined by:

- (1) Subtracting from the standard square footage requirement set forth in Section 10.245 the amount of square footage of each lot that is smaller than that standard:

(2) Adding together the results obtained in (1) for each lot.

- (e) The provisions of this section may only be used if the **usable** open space set aside in a subdivision comprises at least 20,000 square feet of space that satisfies the definition of **usable** open space set forth in Section 10.249.2.
- (f) Any open space subdivision that exceeds 10 lots shall have a minimum of **20 percent** or total of **5,000 square feet of space**, whichever is greater, of open space set aside and shall be classified as recreational open space, including but not limited to the requirements of Section 10.249.6 (3) and Section 10.249.6 (4)

**Section 10.249.5 Open Space Criteria**

- (a) In selecting land to be set aside as **usable** open space the developer shall choose areas from the following categories in descending order of importance before designating other land for open space use.
  - (1) Designated buffer areas together with any floodway and floodplain they are buffering.
  - (2) Land within 30 feet of other bodies of water or watercourses.
  - (3) Other flood hazard areas or land with slopes greater than 15%.
  - (4) Other hazard areas or environmentally sensitive areas such as noise and privacy buffers for surrounding properties and neighborhoods.
  - (5) Lands that will protect important view sheds and/or trees along existing roads and provide privacy for the development.
  - (6) Other areas within the proposed development.
- (b) Under no circumstances may a right-of-way, easement (excluding those for public purposes), setback requirement, or a portion of a subdivided lot be considered as part of the open space requirement.
- (c) Open space areas shall be legally and easily accessible to the residents of the development from which the required open space is taken.
- (d) Recreational Open Space as defined in Section 10.249.4(f) shall not be less than 50 feet in the shortest dimension with the exception of walking trails

**Section 10.249.6 Uses or Activities Permitted in Open Space Areas**

- (1) Conservation of land in its natural state (for example, woodland, fallow field or managed meadow).
- (2) Agricultural uses, including raising of crops or livestock.
- (3) Passive recreation, including but not limited to trails, picnic areas, community gardens and lawn areas.

- (4) Active recreation areas such as golf courses, swimming areas, playing fields, playgrounds, courts and associated parking. These areas shall be designed to enhance the required open space area.
- (5) Pasture for recreational horses.
- (6) Easements for drainage, access (i.e. greenways, bike trails, etc.), sewer or water lines, or other public purposes.
- (7) Storm water management facilities for the proposed development or for a larger area in compliance with a watershed management plan.

**Section 10.249.7            Uses or Activities Prohibited in Open Space Area**

Uses or activities prohibited in open space areas are cutting of healthy trees, regrading, topsoil removal, altering, diverting or modifying watercourses or bodies. Exceptions shall be in compliance with a land management plan or watershed management plan for the tract in question conforming to the customary standards of forestry, erosion control and engineering.

**Section 10.249.8            Ownership and Maintenance of Open Space**

- (a) Ownership of open space may be handled through one (1) or more of the following, and all open space land will be permanently restricted from future development through deed restriction.
  - (1) A homeowner’s association;
  - (2) Transfer to a private conservation organization;
  - (3) Dedicated to the City of Graham.
- (b) Unless the City agrees to accept the dedication, ~~usable~~ open space that is required to be provided by the developer shall remain under the control of a homeowner’s association or similar organization that satisfies the criteria listed below. If the required open space is not publicly dedicated it shall be available to all residents of the development under reasonable rules and regulations. The regulations shall be established to encourage and govern the use of the open space by the residents without payment of separate optional fees or charges other than membership fees in a homeowner’s association.
- (c) The association or agency identified as having the right of ownership and control over the required open space shall be responsible for the continuing upkeep and proper maintenance of the same.
- (d) Natural features are generally to be maintained in their natural condition but may be modified to improve their appearance, function or overall condition. Permitted modifications may include:
  - (1) Reforestation;
  - (2) Woodland Management;
  - (3) Meadow Management;



(4) Buffer Area Landscaping;

(5) Streambank Protection; and

(6) Wetlands Management.

(e) In no event will a radical change in open space be permitted so as to destroy what may have been an initial sales feature for surrounding homeowners, for example, the removal of all timber, etc. The cost and responsibility of maintaining open space and any facilities located thereon shall be borne by the property owner and/or homeowners association, unless the City of Graham agrees to accept the dedication of the property.

**Section 10.249            Open Space Provision for R-12, R-15, and R-18 Zoning Districts**

**Section 10.249.1            Intent**

The intent of this provision is to allow for the development of open space residential subdivisions by right within the R-12, R-15, and R-18 zoning districts. These provisions seek to encourage the development of compact neighborhoods and rural compounds that set aside significant natural vistas and landscape features for permanent conservation.

**Section 10.249.2            Definitions**

Open Space is defined as any area that is not divided into private or civic building lots, streets, rights-of-way, parking, or easements established for the purposes other than open space conservation.

**Section 10.249.3            General Requirements**

- 1) Whenever this section is silent to a development standard the standards established for the conventional development pattern in the zoning district shall be followed.
- 2) The open space regulations are only applicable to new subdivisions that are 5 or more acres. At the time the subdivision is brought before the City, the developer must inform the Staff that they wish to pursue an open space residential subdivision.

**Section 10.249.4            Open Space Standards**

(a) In any of the single-family residential zoning districts indicated below, a developer may create lots that are smaller than those required by the zoning district if such developer complies with the provision of this section and if the lots created are not smaller than the minimums set forth in the following table:

<u>Zone</u>	<u>Open Space Minimum Square Feet</u>
R-18	16,000
R-15	13,000
R-12	10,000

(b) The appropriate setback requirements found in Section 10.245 shall apply to open space residential subdivisions.

(c) Minimum lot widths for each zoning district shall be amended as follows:

<u>Zone</u>	<u>Open Space Minimum Lot Width</u>
R-18	80
R-15	70
R-12	60

(d) The amount of **usable** open space that must be set aside shall be determined by:

- (1) Subtracting from the standard square footage requirement set forth in Section 10.245 the amount of square footage of each lot that is smaller than that standard:

(2) Adding together the results obtained in (1) for each lot.

- (e) The provisions of this section may only be used if the **usable** open space set aside in a subdivision comprises at least 20,000 square feet of space that satisfies the definition of **usable** open space set forth in Section 10.249.2.
- (f) Any open space subdivision that exceeds 10 lots shall have a minimum of **20 percent** or total of **5,000 square feet of space**, whichever is greater, of open space set aside and shall be classified as recreational open space, including but not limited to the requirements of Section 10.249.6 (3) and Section 10.249.6 (4)

**Section 10.249.5 Open Space Criteria**

- (a) In selecting land to be set aside as **usable** open space the developer shall choose areas from the following categories in descending order of importance before designating other land for open space use.
  - (1) Designated buffer areas together with any floodway and floodplain they are buffering.
  - (2) Land within 30 feet of other bodies of water or watercourses.
  - (3) Other flood hazard areas or land with slopes greater than 15%.
  - (4) Other hazard areas or environmentally sensitive areas such as noise and privacy buffers for surrounding properties and neighborhoods.
  - (5) Lands that will protect important view sheds and/or trees along existing roads and provide privacy for the development.
  - (6) Other areas within the proposed development.
- (b) Under no circumstances may a right-of-way, easement (excluding those for public purposes), setback requirement, or a portion of a subdivided lot be considered as part of the open space requirement.
- (c) Open space areas shall be legally and easily accessible to the residents of the development from which the required open space is taken.
- (d) Recreational Open Space as defined in Section 10.249.4(f) shall not be less than 50 feet in the shortest dimension with the exception of walking trails

**Section 10.249.6 Uses or Activities Permitted in Open Space Areas**

- (1) Conservation of land in its natural state (for example, woodland, fallow field or managed meadow).
- (2) Agricultural uses, including raising of crops or livestock.
- (3) Passive recreation, including but not limited to trails, picnic areas, community gardens and lawn areas.

- (4) Active recreation areas such as golf courses, swimming areas, playing fields, playgrounds, courts and associated parking. These areas shall be designed to enhance the required open space area.
- (5) Pasture for recreational horses.
- (6) Easements for drainage, access (i.e. greenways, bike trails, etc.), sewer or water lines, or other public purposes.
- (7) Storm water management facilities for the proposed development or for a larger area in compliance with a watershed management plan.

**Section 10.249.7            Uses or Activities Prohibited in Open Space Area**

Uses or activities prohibited in open space areas are cutting of healthy trees, regrading, topsoil removal, altering, diverting or modifying watercourses or bodies. Exceptions shall be in compliance with a land management plan or watershed management plan for the tract in question conforming to the customary standards of forestry, erosion control and engineering.

**Section 10.249.8            Ownership and Maintenance of Open Space**

- (a) Ownership of open space may be handled through one (1) or more of the following, and all open space land will be permanently restricted from future development through deed restriction.
  - (1) A homeowner’s association;
  - (2) Transfer to a private conservation organization;
  - (3) Dedicated to the City of Graham.
- (b) Unless the City agrees to accept the dedication, ~~usable~~ open space that is required to be provided by the developer shall remain under the control of a homeowner’s association or similar organization that satisfies the criteria listed below. If the required open space is not publicly dedicated it shall be available to all residents of the development under reasonable rules and regulations. The regulations shall be established to encourage and govern the use of the open space by the residents without payment of separate optional fees or charges other than membership fees in a homeowner’s association.
- (c) The association or agency identified as having the right of ownership and control over the required open space shall be responsible for the continuing upkeep and proper maintenance of the same.
- (d) Natural features are generally to be maintained in their natural condition but may be modified to improve their appearance, function or overall condition. Permitted modifications may include:
  - (1) Reforestation;
  - (2) Woodland Management;
  - (3) Meadow Management;

(4) Buffer Area Landscaping;

(5) Streambank Protection; and

(6) Wetlands Management.

(e) In no event will a radical change in open space be permitted so as to destroy what may have been an initial sales feature for surrounding homeowners, for example, the removal of all timber, etc. The cost and responsibility of maintaining open space and any facilities located thereon shall be borne by the property owner and/or homeowners association, unless the City of Graham agrees to accept the dedication of the property.

## Planning Board Recommendations

### Section 10.249.6 Uses or Activities Permitted in Open Space Areas

- (1) Conservation of land in its natural state (for example, woodland, fallow field or managed meadow).
- (2) Agricultural uses, including raising of crops or livestock.
- (3) Passive recreation, including but not limited to ~~trails~~, picnic areas and community gardens ~~and lawn areas~~.
- (4) Active recreation areas such as golf courses, swimming areas, ~~playing sports~~ fields, playgrounds and ~~their respective equipment~~, and courts ~~and associated parking~~. These areas shall be designed to enhance the required open space area.
- (5) Pasture for recreational horses.
- (6) Easements for drainage, access (i.e. greenways, bike trails, etc.), sewer or water lines, or other public purposes.
- (7) Storm water management facilities for the proposed development or for a larger area in compliance with a watershed management plan.

# STAFF REPORT

<b>SUBJECT:</b>	HISTORIC RESOURCE COMMISSION MEMBER REDUCTION
<b>PREPARED BY:</b>	CAMERON WEST, PLANNER

**REQUESTED ACTION:**

Amend Development Ordinance to decrease total members for the Historic Resource Commission.

**BACKGROUND/SUMMARY:**

The City Council has requested City Staff to create a text amendment that would reduce the number of Historic Resource Commission members from 7 to 5 due to the lack of quorum with the current appointed members. Planning Board recommended approval of the amendment as it was written.

**FISCAL IMPACT:**

N/A

**STAFF RECOMMENDATION:**

Approval

**SUGGESTED MOTION(S):**

I move to approve the Ordinance amendment to Division 10, Section 10.201(c)(1). Historic Resources to the Development Ordinance to reduce the total members of Historic Resource Commission from 7 members to 5 members.

- (3) Recommend to the City council individual structures, buildings, sites, areas, or objects to be designated by ordinance as “historic landmarks” or that designation of any historic landmark be revoked or removed for cause;
- (4) Prepare and publish standards and criteria for the review of certificates of appropriateness for all designated historic districts and historic landmarks;
- (5) Prepare and publish rules of procedure;
- (6) Review and act upon applications for certificates of appropriateness;
- (7) Establish criteria, procedures and standards by which designated City staff may review and approve certificates of appropriateness for minor works;
- (8) Enter, solely in performance of its official duties and only at reasonable times, upon private lands for examination or survey thereof. However, no member or agent of the commission may enter any private building or structure without the express consent of the owner or occupant thereof;
- (9) Prepare and recommend the adoption of a preservation element as part of the City’s comprehensive plan;
- (10) Propose to the City council changes to this division or any related ordinance and to propose new ordinances or laws relating to the total program for the development of the historic resources of the City and its environs;
- (11) Cooperate with other City boards or commissions or with agencies of the City or other governmental units, including federal and state governments, to offer or request assistance, aid, guidance, or advice concerning matters under its purview or of mutual interest;
- (12) Conduct an educational program with respect to historic districts and landmarks within its jurisdiction;
- (13) Undertake programs of information, research, or analysis relating to any matters under its purview;
- (14) Request the zoning enforcement officer to take such action as may be appropriate to prevent the construction, reconstruction, alteration, restoration, moving or demolition of buildings, structures, appurtenant fixtures, outdoor advertising signs or other significant features in any historic district or historic landmark in violation of the provisions of this division;
- (15) Negotiate at any time with the owner of a building, structure, site, area, or object for its acquisition or its preservation, when such action is reasonably necessary or appropriate; and,
- (16) To exercise such other powers and perform such other duties as are required elsewhere by this division, the General Statutes of North Carolina or by the City council.

(c) Members, Officers and Meetings



- (1) Members. The commission shall be composed of ~~seven (7)~~ **five (5)** members appointed by the Graham City council. All members shall be residents of the territorial zoning jurisdiction of Graham and shall have demonstrated special interest, experience or knowledge in history, architecture, archaeology, or a related field. Members shall serve overlapping terms of four years. The City council shall strive to fill any vacancy within 60 calendar days. Individuals appointed to fill vacancies on the commission shall serve out the term of the member whom they replace. Prior to starting duties, a member must take the Oath of Office as required by 160D-309. If a property in the extraterritorial jurisdiction of the City of Graham is adopted as a local historic property or district, the City must provide proportional representation on the Historic Resources Commission pursuant to 160D-307.
- (2) Attendance at meetings. Any member who misses more than two consecutive regular meetings or more than half the regular meetings in a calendar year shall lose his or her status as a member of the commission and shall be replaced or reappointed by the City council. Absence due to sickness, death or other emergencies of like nature shall be recognized as approved absences and shall not affect the member's status on the commission except that in the event of a long illness or other such cause for prolonged absence, the member shall be replaced.
- (3) Chair and Vice-Chair. Members of the commission shall elect a chair at the last regular meeting of each calendar year. The chair shall decide all points of order and procedure, subject to the rules of procedure, and shall appoint any committees found necessary to investigate any matters before the commission. A vice-chair shall be elected in the same manner and for the same term as the chair and shall serve as acting chair in the absence of the chair.
- (4) Meetings. The commission shall establish a regular meeting time, and shall meet at least quarterly and more often as it shall determine and require. All meetings shall conform to the North Carolina open meetings law (G.S. Chapter 143, Article 33C). The commission shall adopt and publish rules of procedure for the conduct of its business.
- (5) Minutes of meetings. The commission shall keep permanent minutes of all its meetings. The minutes shall record attendance of its members, its resolutions, findings, recommendations, actions and the reasons for its actions. The minutes of the commission shall be a public record.
- (6) Quorum and Voting. A quorum shall consist of a majority of the members of the commission. The vote of a majority of those members present shall be sufficient to decide matters before the commission, provided a quorum is present. No commission member shall participate in the decision of any matter in which he has a personal financial interest.
- (7) Annual report. An annual report shall be prepared and submitted to the City council at or before its regular March meeting. Such report shall include a comprehensive and detailed review of the activities, problems and actions of the commission, as well as any budget requests and/or recommendations.

**Section 10.202                    Designation of Historic Districts**

- (a) Criteria for Designation. Historic districts shall be of special significance in terms of their history, prehistory, architecture and/or culture, and possess integrity of design, setting, materials, feeling and association.

- (3) Recommend to the City council individual structures, buildings, sites, areas, or objects to be designated by ordinance as “historic landmarks” or that designation of any historic landmark be revoked or removed for cause;
- (4) Prepare and publish standards and criteria for the review of certificates of appropriateness for all designated historic districts and historic landmarks;
- (5) Prepare and publish rules of procedure;
- (6) Review and act upon applications for certificates of appropriateness;
- (7) Establish criteria, procedures and standards by which designated City staff may review and approve certificates of appropriateness for minor works;
- (8) Enter, solely in performance of its official duties and only at reasonable times, upon private lands for examination or survey thereof. However, no member or agent of the commission may enter any private building or structure without the express consent of the owner or occupant thereof;
- (9) Prepare and recommend the adoption of a preservation element as part of the City’s comprehensive plan;
- (10) Propose to the City council changes to this division or any related ordinance and to propose new ordinances or laws relating to the total program for the development of the historic resources of the City and its environs;
- (11) Cooperate with other City boards or commissions or with agencies of the City or other governmental units, including federal and state governments, to offer or request assistance, aid, guidance, or advice concerning matters under its purview or of mutual interest;
- (12) Conduct an educational program with respect to historic districts and landmarks within its jurisdiction;
- (13) Undertake programs of information, research, or analysis relating to any matters under its purview;
- (14) Request the zoning enforcement officer to take such action as may be appropriate to prevent the construction, reconstruction, alteration, restoration, moving or demolition of buildings, structures, appurtenant fixtures, outdoor advertising signs or other significant features in any historic district or historic landmark in violation of the provisions of this division;
- (15) Negotiate at any time with the owner of a building, structure, site, area, or object for its acquisition or its preservation, when such action is reasonably necessary or appropriate; and,
- (16) To exercise such other powers and perform such other duties as are required elsewhere by this division, the General Statutes of North Carolina or by the City council.

(c) Members, Officers and Meetings

- (1) Members. The commission shall be composed of ~~seven (7)~~ **five (5)** members appointed by the Graham City council. All members shall be residents of the territorial zoning jurisdiction of Graham and shall have demonstrated special interest, experience or knowledge in history, architecture, archaeology, or a related field. Members shall serve overlapping terms of four years. The City council shall strive to fill any vacancy within 60 calendar days. Individuals appointed to fill vacancies on the commission shall serve out the term of the member whom they replace. Prior to starting duties, a member must take the Oath of Office as required by 160D-309. If a property in the extraterritorial jurisdiction of the City of Graham is adopted as a local historic property or district, the City must provide proportional representation on the Historic Resources Commission pursuant to 160D-307.
- (2) Attendance at meetings. Any member who misses more than two consecutive regular meetings or more than half the regular meetings in a calendar year shall lose his or her status as a member of the commission and shall be replaced or reappointed by the City council. Absence due to sickness, death or other emergencies of like nature shall be recognized as approved absences and shall not affect the member's status on the commission except that in the event of a long illness or other such cause for prolonged absence, the member shall be replaced.
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**Section 10.202                    Designation of Historic Districts**

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# STAFF REPORT

<b>SUBJECT:</b>	NO SOLICITING SIGN EXEMPTION
<b>PREPARED BY:</b>	CAMERON WEST, PLANNER

**REQUESTED ACTION:**

Amend Development Ordinance to permit no soliciting signs as an exemption.

**BACKGROUND/SUMMARY:**

City Staff is requesting a text amendment to the sign ordinance that allows for a no soliciting sign to be installed at the main entrance of a development subject to certain stipulations. This request stems from a previous amendment to the code of ordinance which allowed these types of signs to be approvable in the City Limits. When this amendment was approved there was never a similar amendment in the Development Ordinance where staff could permit these signs. This amendment adds this permitting aspect and adds an additional layer of approval that wasn't previously available in the sign ordinance by adding requirements on size, location, and entity who can install signage. Planning Board recommended approval of the text amendment with the changes that the exemption not include a location requirement.

**FISCAL IMPACT:**

N/A

**STAFF RECOMMENDATION:**

Approval

**SUGGESTED MOTION(S):**

I move to approve the Ordinance amendment to Article 10, Section 10.393. Exemptions in the Development Ordinance to allow no soliciting signs as an exemption.

*Sign, wall:* A sign attached to or painted on a wall of a building, with the exposed display surface of the sign in a plane parallel to the plane of the wall to which it is attached or painted, and including signs affixed to or otherwise displayed on or through a facade window.

*(Section 10.390 amended 1/6/2009)*

**Section 10.391            Intent**

It is the intent of this section to authorize the use of signs whose types, sizes and arrangements are compatible with their surroundings, appropriate to the type and intensity of activity to which they pertain, expressive of the identity of individual properties or occupants or products or of the community as a whole, legible in the circumstances in which they are seen and appropriate to traffic safety.

**Section 10.392            Scope generally**

Unless specifically exempted, no sign visible from a public right-of-way, whether exterior to or interior to a structure, shall be erected, displayed or substantially altered except in accordance with the provisions of this article and until a permit has been issued by the building inspector.

**Section 10.393            Exemptions**

The following signs are exempt from regulation and permit requirements under this article, provided such signs comply with the provisions of Section 10.397 General Limitations and Section 10.399:

- (1) Signs bearing only property identification numbers and names, post office box numbers of occupants of the premises or other identification of premises not of a commercial nature, provided such signs are not illuminated and do not exceed two (2) signs per zoning lot or two (2) square feet in area per display surface.
- (2) Flags and insignia of a government, when not displayed in connection with a commercial promotion.
- (3) Legal notices; bankruptcy, estate and legal sale signs and traffic directional or regulatory signs erected by or on behalf of a governmental body
- (4) Memorial signs or tablets and names and construction dates of buildings when cut into any masonry surface.
- (5) Signs directing and guiding traffic and parking on private property, provided such signs are non-illuminated or indirectly illuminated, bear no advertising matter and do not exceed four (4) square feet in area per display surface.
- (6) Real estate signs advertising the sale, rental or lease of the premises on which said signs are located, provided such signs do not exceed one sign per street frontage or one sign per four hundred (400) feet of street frontage, or six (6) square feet in area per display surface, and are removed immediately after sale, rental or lease of the premises.
- (7) Construction site identification signs whose message is limited to identification of architects, engineers, contractors and other individuals or firms involved with the construction, the name of the building, the intended purpose of the building and the expected completion date, provided such signs do not exceed one sign per construction site or thirty-two (32) square feet in area per display

surface, are not erected prior to issuance of a building permit and are removed within seven (7) days of issuance of a certificate of occupancy. Construction signs in residential zones shall not be illuminated or reflectorized.

- (8) Temporary political yard signs advertising candidates or issues, provided such signs do not exceed one sign per candidate per zoning lot or sixteen (16) square feet in area per display surface, are not erected prior to forty-five (45) days before the actual election day and are removed within seven (7) days after the election.
- (9) Yard or garage sale signs announcing yard or garage sales, provided such signs do not exceed one sign per site of such sale or four (4) square feet in area per display surface, and are removed within seven (7) days of erection.
- (10) Public event announcements by public or nonprofit organizations of special events or activities of interest to the general public, provided such signs do not exceed one sign per site of such events or activities and twelve (12) square feet in area per display surface, and are removed within fourteen (14) days of erection.
- (11) Temporary signs announcing grand openings of new businesses only, provided such signs do not exceed thirty-two (32) square feet of display area per business site, and are removed within thirty (30) days after they are erected. Such signs shall not be electrified.
- (12) Signs erected by the City or other governmental agencies, such as street signs, public service signs and historical markers, which contain no commercial advertising matter.
- (13) Churches shall be permitted two (2) freestanding signs per zoning lot. Each sign shall not exceed thirty-two (32) square feet in area and six (6) feet in height. All other regulations of this article shall apply.
- (14) Temporary signs identifying businesses or business events provided such signs are:
  - (a) Located on the business lot.
  - (b) Not to exceed sixteen (16) square feet in area per display surface.
  - (c) Not to exceed more than one (1) sign per street frontage or one (1) per one-hundred (100) feet of road frontage not to exceed (2) signs per street frontage.
  - (d) Not located less than one-hundred (100) feet from another temporary sign on same frontage.
  - (e) To be located outside of the right-of-way of any public street.
  - (f) Not located on residentially zoned lots.
  - (g) Erected not to exceed thirty (30) days in a ninety (90) day period per business.
- (15) Signs that are not visible from a public way.
- (16) Holiday decorations in season.



(17) Signs at the main entrance to a neighborhood that says “no soliciting” or has comparable language, provided such signs are posted by the authority granted to it, signs do not exceed four (4) square feet in size, and only one being allowed at each main entrance to the development.

*Sign, wall:* A sign attached to or painted on a wall of a building, with the exposed display surface of the sign in a plane parallel to the plane of the wall to which it is attached or painted, and including signs affixed to or otherwise displayed on or through a facade window.

*(Section 10.390 amended 1/6/2009)*

**Section 10.391            Intent**

It is the intent of this section to authorize the use of signs whose types, sizes and arrangements are compatible with their surroundings, appropriate to the type and intensity of activity to which they pertain, expressive of the identity of individual properties or occupants or products or of the community as a whole, legible in the circumstances in which they are seen and appropriate to traffic safety.

**Section 10.392            Scope generally**

Unless specifically exempted, no sign visible from a public right-of-way, whether exterior to or interior to a structure, shall be erected, displayed or substantially altered except in accordance with the provisions of this article and until a permit has been issued by the building inspector.

**Section 10.393            Exemptions**

The following signs are exempt from regulation and permit requirements under this article, provided such signs comply with the provisions of Section 10.397 General Limitations and Section 10.399:

- (1) Signs bearing only property identification numbers and names, post office box numbers of occupants of the premises or other identification of premises not of a commercial nature, provided such signs are not illuminated and do not exceed two (2) signs per zoning lot or two (2) square feet in area per display surface.
- (2) Flags and insignia of a government, when not displayed in connection with a commercial promotion.
- (3) Legal notices; bankruptcy, estate and legal sale signs and traffic directional or regulatory signs erected by or on behalf of a governmental body
- (4) Memorial signs or tablets and names and construction dates of buildings when cut into any masonry surface.
- (5) Signs directing and guiding traffic and parking on private property, provided such signs are non-illuminated or indirectly illuminated, bear no advertising matter and do not exceed four (4) square feet in area per display surface.
- (6) Real estate signs advertising the sale, rental or lease of the premises on which said signs are located, provided such signs do not exceed one sign per street frontage or one sign per four hundred (400) feet of street frontage, or six (6) square feet in area per display surface, and are removed immediately after sale, rental or lease of the premises.
- (7) Construction site identification signs whose message is limited to identification of architects, engineers, contractors and other individuals or firms involved with the construction, the name of the building, the intended purpose of the building and the expected completion date, provided such signs do not exceed one sign per construction site or thirty-two (32) square feet in area per display

surface, are not erected prior to issuance of a building permit and are removed within seven (7) days of issuance of a certificate of occupancy. Construction signs in residential zones shall not be illuminated or reflectorized.

- (8) Temporary political yard signs advertising candidates or issues, provided such signs do not exceed one sign per candidate per zoning lot or sixteen (16) square feet in area per display surface, are not erected prior to forty-five (45) days before the actual election day and are removed within seven (7) days after the election.
- (9) Yard or garage sale signs announcing yard or garage sales, provided such signs do not exceed one sign per site of such sale or four (4) square feet in area per display surface, and are removed within seven (7) days of erection.
- (10) Public event announcements by public or nonprofit organizations of special events or activities of interest to the general public, provided such signs do not exceed one sign per site of such events or activities and twelve (12) square feet in area per display surface, and are removed within fourteen (14) days of erection.
- (11) Temporary signs announcing grand openings of new businesses only, provided such signs do not exceed thirty-two (32) square feet of display area per business site, and are removed within thirty (30) days after they are erected. Such signs shall not be electrified.
- (12) Signs erected by the City or other governmental agencies, such as street signs, public service signs and historical markers, which contain no commercial advertising matter.
- (13) Churches shall be permitted two (2) freestanding signs per zoning lot. Each sign shall not exceed thirty-two (32) square feet in area and six (6) feet in height. All other regulations of this article shall apply.
- (14) Temporary signs identifying businesses or business events provided such signs are:
  - (a) Located on the business lot.
  - (b) Not to exceed sixteen (16) square feet in area per display surface.
  - (c) Not to exceed more than one (1) sign per street frontage or one (1) per one-hundred (100) feet of road frontage not to exceed (2) signs per street frontage.
  - (d) Not located less than one-hundred (100) feet from another temporary sign on same frontage.
  - (e) To be located outside of the right-of-way of any public street.
  - (f) Not located on residentially zoned lots.
  - (g) Erected not to exceed thirty (30) days in a ninety (90) day period per business.
- (15) Signs that are not visible from a public way.
- (16) Holiday decorations in season.

(17) Signs at the main entrance to a neighborhood that says “no soliciting” or has comparable language, provided such signs are posted by the authority granted to it, signs do not exceed four (4) square feet in size, and only one being allowed at each main entrance to the development.



# STAFF REPORT

<b>SUBJECT:</b>	UPDATE ON NEW DOWNTOWN SIGNATURE EVENT
<b>PREPARED BY:</b>	BRIAN FAUCETTE, DIRECTOR OF RECREATION AND PARKS

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## REQUESTED ACTION:

Update on planning for a new downtown signature event

## BACKGROUND/SUMMARY:

Program Supervisor Emma Griffin will present preliminary plans and budget.

## FISCAL IMPACT:

Council approved \$50,000 for a new signature event in the FYE '25 budget.

## STAFF RECOMMENDATION:

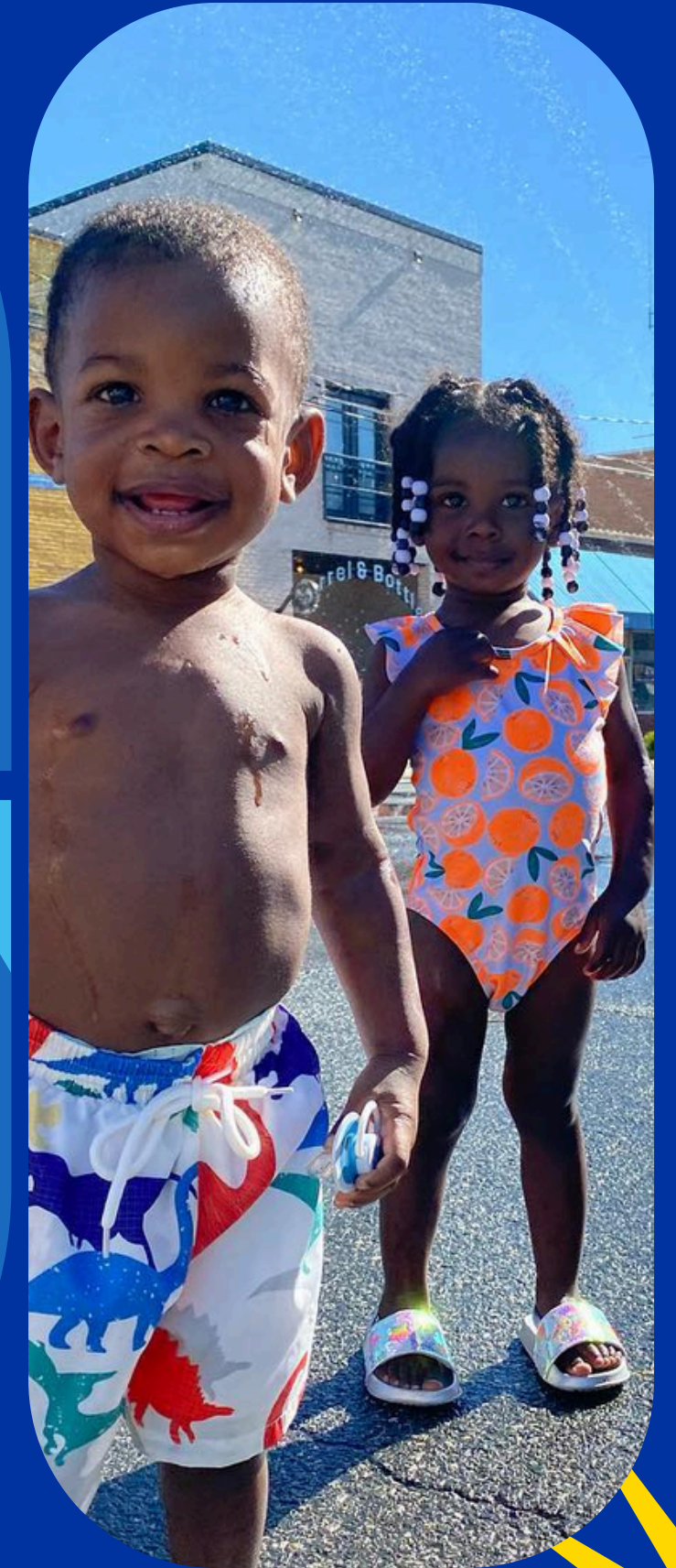
No action by Council is needed.

## SUGGESTED MOTION(S):

NONE

 Graham Recreation & Parks Department

# New 2025 Signature Event Program Plan





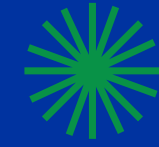
# Event Objectives

The purpose of bringing a new signature event to Downtown Graham is:

- To increase the sense of community
- To feature a variety of mediums of art through vendors, performances, and displays
- To provide activities for all ages







# Event Information

## Date

**Saturday, May 17**

\*Third Saturday in May

## Time

**10:00 am - 4:00 pm**

\*Street closure:  
6:00 am - 6:00 pm

## Location

### Downtown Graham

\*100 Blocks of East and West Elm Street, 100 Blocks of North and South Main Street, Public Parking Lot on West Elm Street, Public Parking Lot at East Elm and Marshall Street

## Attractions

- Live Music
- Arts Vendors
- Artist Demonstrations
- Community Organizations
- Kids Zone
- Food Trucks





# Event Map

Saturday, May 17, 2025  
10:00am - 4:00pm

- Live Music
  - 4 stages
- Arts Vendors
- Community Groups
- Food Trucks
- Artist demonstrations
- Activities for All Ages
  - Bounce Houses
  - Climbing Wall
  - Face Painting
  - Gem Mining
  - Video Game Truck
- Partnerships with other organizations
  - Car Show
  - Touch A Truck
  - Farmers Market





# Partnership Opportunities

A new Signature Event in Downtown Graham can help strengthen and promote partnerships with local organizations and businesses.



## Farmer's Market

A one day farmer's market for local farmers and artisans.

## Car Show

Partner with a local non profit to coordinate a car show

## Downtown Businesses

Encourage Downtown Businesses to participate in the event and utilize their storefront/sidewalk.

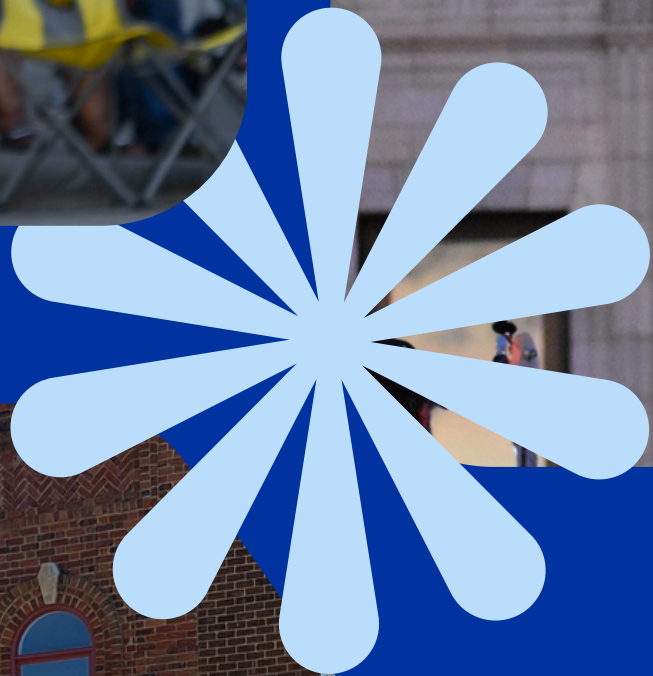




# Budget Overview

<b>Budget</b>		
<b>Expenses</b>		
<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
Music and Entertainment	3 stages x 3 bands each x \$2,000	\$18,000
Sound Tech	4 stages x 6 hours	\$4,000
TCS Event Rentals	2 Covered stages x \$2000	\$4,000
Marketing	Banners, signs, print, media	\$2,500
Interactive Playgrounds	Castle Combo, Colossal Slide, Adrenaline Rush, 3 generators, (not including staff)	\$2,300
Lloyd's Portable Toilet Rentals	Portable Toilets (7 regular, 3 ADA, 3 handwashing units)	\$1,450.00
Activities	Upside Aerial, Gem Mining, Video Game Truck, Face painting	\$2,800.00
Various Artist Demonstrations	Blacksmithing, pottery, Live event painting, pop up artists and music, wood burning	\$6,500.00
Extra Duty Solutions	Officers for Event	\$1,598.40
	<b>Total:</b>	<b>\$43,148</b>
<b>Revenue</b>		
<b>Source</b>	<b>Description</b>	<b>Amount</b>
City of Graham	Budget Allotment	\$50,000
	<b>Total:</b>	<b>\$50,000</b>
<b>Balance</b>		
Expenses		\$43,148
Revenue		\$50,000
	<b>Total Balance</b>	<b>\$6,852</b>









Questions?





# STAFF REPORT

<b>SUBJECT:</b>	ALAMANCE-BURLINGTON SCHOOL SYSTEM & CITY OF GRAHAM JOINT USE AGREEMENTS FOR RECREATION FACILITIES
<b>PREPARED BY:</b>	BRIAN FAUCETTE, DIRECTOR OF RECREATION AND PARKS

## REQUESTED ACTION:

Approve the two Joint Use Agreements between the Alamance-Burlington School System (ABSS) and the City of Graham (City) for use of recreation facilities.

## BACKGROUND/SUMMARY:

### **Graham Middle School (GMS) Athletic Complex (Football/Soccer Field, Softball Field, Walking Track):**

One Joint Use Agreement will replace a contract signed in 1999 between ABSS and the City which governs use of athletic facilities at GMS (football/soccer field, softball field, walking track) and is set to expire in September 2024. The new Joint Use Agreement will generally continue the current responsibilities and uses. Changes include: a) the addition of three coordinating meetings between ABSS and the Graham Recreation and Parks Department (GRPD) to establish maintenance schedules, develop and update the GMS master calendar as well as inspect facilities and b) clarification of maintenance responsibilities outlining the GRPD will perform maintenance to all grounds while ABSS will be responsible for facility maintenance and repairs.

### **Ray St. Gymnasium, Graham Recreation Center, Cooke Park Tennis Courts:**

A second Joint Use Agreement will formalize individual arrangements that have governed the City's use of Ray St. Gymnasium and ABSS's use of Room #2 at the Graham Recreation Center and the tennis courts at Bill Cooke Park. The GRPD uses the Ray St. Gymnasium as a secondary site for the youth basketball program. ABSS uses Room #2 at the Graham Recreation Center for a pre-K program and the tennis courts at Cooke Park for Graham High School tennis programs.

## FISCAL IMPACT:

No additional fiscal impact will be incurred by the City.

## STAFF RECOMMENDATION:

Approval

## SUGGESTED MOTION(S):

**I MOVE WE APPROVE THE TWO JOINT USE AGREEMENTS BETWEEN ABSS AND THE CITY OF GRAHAM AS PRESENTED.**

**NORTH CAROLINA  
ALAMANCE COUNTY**

**Joint Facility Use Agreement  
(Ray Street Gymnasium, Bill Cooke Park Tennis Courts,  
Room #2 at the Graham Recreation Center)**

This Agreement for the joint use (hereinafter referred to as “Agreement”) of the Ray Street Gymnasium, Cooke Park Tennis Courts, and Room #2 at the Graham Recreation Center (collectively hereinafter referred to as “The Facilities”) made and entered into this \_\_\_ day of \_\_\_\_\_ 2024, by and between the CITY OF GRAHAM a Municipal Corporation of the State of North Carolina (hereinafter referred to as “City”), and the ALAMANCE-BURLINGTON SCHOOL BOARD (hereinafter referred to as “Board”).

**WITNESSETH**

**WHEREAS**, City owns and operates facilities in Graham, North Carolina known as the Graham Recreation Center and Bill Cooke Park for the use and enjoyment of its citizens through the Department of Recreation and Parks; and

**WHEREAS**, ABSS owns and operates a facility in Graham, North Carolina known as the Ray Street Gymnasium, for the use and enjoyment of its schools and their stakeholders in the delivery of educational services to the county; and

**WHEREAS**, the Parties typically provide for the use of their facilities by the payment of a fee annually by third parties but in this case desire to exchange the use of each of their facilities without payment of fee; and

**WHEREAS**, community use of school property and facilities is encouraged by the Community Schools Act North Carolina General Statute (N.C.G.S.) 115C-203 *et seq.*; and

**WHEREAS**, Board and City desire that all members of the community shall have access to The Facilities, and

**WHEREAS**, Board and City are authorized to enter into this Agreement pursuant to the provisions of N.C.G.S. 115C, Article 13; N.C.G.S. 115C-518; N.C.G.S. 115C-524(b); and N.C.G.S. 160A-274:

**NOW, THEREFORE**, in consideration of the above-stated desires of the parties and such other mutual promises and covenants as are hereinafter set forth, City and ABSS hereby agree as follows.

**1. Purpose.**

The City and ABSS propose to enter this agreement whereby each provides to the other the facility described herein, without payment of any fee from one to the other, for the use of specific programs offered to their stakeholders, as specified herein.

**2. Property Description.**

**A. City of Graham Facilities**

**1. Recreation Center:**

The City shall make available for non-exclusive use by **ABSS Room #2 at the Graham Recreation Center** on 311 College Street, Graham, NC each school calendar year between



the hours of 9:00 am and 5:00 pm, Monday through Friday for the Pre-School program offered to the parents and students of ABSS. The City will issue to ABSS three (3) keys to the room, which shall be returned on the date this agreement expires.

**2. Bill Cooke Park Tennis Courts**

ABSS will be allowed to use the six **tennis courts at Bill Cooke Park** located at 1010 Town Branch Road, Graham, NC during the men's and women's tennis seasons on Mondays-Fridays, 3:00 pm to 6:00 pm. The City will maintain the courts in a clean and safe manner. ABSS will be responsible for cleaning courts and placing all trash in appropriate receptacles after each use. ABSS will also ensure appropriate schedules are submitted to the City one month prior to the start of the tennis season.

**B. ABSS Facility – Ray Street Gymnasium**

ABSS shall make available for non-exclusive use to City the **Ray Street Gymnasium** located at 609 Ray Street, Graham, NC from November 1 to March 31 each contract year, between the hours of 5:00 pm to 10:00 pm on weekdays and 9:00 am to 3:00 pm on Saturdays, except for the days when ABSS is closed for holidays, for the City's recreational basketball league. There will be five (5) keys issued for this facility which will be delivered to the Recreation and Parks Director or designee. The five keys shall be returned on the date this agreement expires.

**3. Term.**

The term of this Agreement shall be for a period of ten (10) years from the date of execution of the Agreement.

**4. Liability.**

Each Party agrees that it is authorizing the use of its property pursuant to this Agreement only to the extent permitted by N.C.G.S. 115C-524(b), and that neither Party incurs any liability to the other Party or any member of the public for permitting this use. No liability shall attach to the ABSS Board of Education or Graham City Council, individually or collectively, for any injury suffered by reason of any use or maintenance of Property pursuant to this Agreement. Each Party shall indemnify, protect, and hold harmless the other Party, its agents, and employees from and against claims or damages, including attorney's fees, caused by the negligence or intentional wrongdoing of the other Party, its agents, invitees, contractors, or employees.

**5. Licensed Areas.** All areas to be used shall be identified in the document as:

**A. City Licensed Area**

The Board hereby gives and grants to the City permission to use areas on Board Property defined pursuant to this Agreement as the Licensed Areas of Ray Street Gymnasium.

**B. ABSS Licensed Area(s):**

The Council hereby gives and grants to ABSS permission to use areas on City Property defined pursuant to this Agreement as the Licensed Areas of Bill Cooke Park Tennis Courts and Room #2 at the Graham Recreation Center.

**6. Ownership.**

All improvements made to or upon Property shall be the property of the owner.

**7. Enhancements, Modifications, Renovation, or New Construction by Board and/or City.**

The Board and City shall consult, plan, and coordinate prior to making improvements to the Licensed Areas. Either Party may make any enhancements, modifications, renovations, or new construction on to its Property necessary for educational and/or recreational programming needs. A Party may make such enhancements, modifications, renovations, or new construction in its sole discretion and without approval from the other Party; however, the Party making enhancements shall notify the other Party that it is making such improvements. Either Party shall be responsible for any

enhancements, modifications, renovations, or new construction for its needs; however, neither Party shall make such improvements without the owning Party's prior *written* approval. After approval of plans and schedule for proposed improvements, the Party shall proceed with such improvements at its expense. Each Party shall plan and coordinate such improvements to ensure that such improvements pursuant to this Agreement are completed with minimal impact on the operations of the **Graham Recreation Center, Bill Cooke Park and/or Ray Street Gymnasium**. Each Party will be responsible for and shall repair at its sole expense any damage to drive accesses, parking areas or other property incurred due to their use or construction. Either party reserves the right to request an Oversight Committee review.

#### **8. Appropriate Use.**

No use of Ray Street Gymnasium shall be inconsistent with the proper care and preservation of public-school property. Conversely, no use of Bill Cooke Park Tennis Courts or Room #2 at the Graham Recreation Center shall be inconsistent with the proper care and preservation of public property.

#### **9. Joint Use and Scheduling of Licensed Area(s).**

The Board and City agree that use of Licensed Areas shall be in accordance with the following conditions and provisions:

##### **A. Administrative Control.**

1. Cooke Park Tennis Courts & Room #2 at Graham Recreation Center - The City Manager or designee shall have administrative control of facilities at all times.
2. Ray Street Gymnasium - The ABSS Superintendent or designee shall have administrative control of the facility at all times.

##### **B. Hours Defined.**

1. Normal school hours are defined as daily student and teacher workdays from 7:00a.m.-5:30p.m. From time to time, specific school activities, events, or games may end before or extend beyond normal school hours.
2. Non-school hours are defined as daily after normal school hours, weekends, holidays, staff vacation days, and during school breaks including spring, summer and winter breaks.

##### **C. Scheduling and Use**

1. City Licensed Area - Ray St. Gymnasium. Use of Ray Street Gymnasium after normal school hours and after school events shall be in accordance with the following conditions and provisions:
  - a. City agrees that the Board shall have first priority for scheduling and use of Board property.
  - b. City will be allowed to schedule the use of the City Licensed Area during those times the area is not needed for school activities.
  - c. Maintenance shall be conducted so not to interfere with school activity.
  - d. Board and City designees shall establish times available for use at the campus level.
  - e. Facility conditions may limit use.
2. ABSS Licensed Area - Bill Cooke Park Tennis Courts
  - a. ABSS agrees that the City shall have first priority for scheduling and use of City property.
  - b. ABSS will be allowed to schedule the use of the ABSS Licensed Area during those times the area is not needed for city activities.
  - c. Maintenance shall be conducted so not to interfere with city activity.
  - d. Board and City designees shall establish times available for use at the campus level.
  - e. Facility conditions may limit use.
3. ABSS Licensed Area - Bill Cooke Park Tennis Courts
  - a. ABSS agrees that the City shall have first priority for scheduling and use of City property.

- b. ABSS will be allowed to schedule the use of the ABSS Licensed Area during those times the area is not needed for city activities.
- c. Maintenance shall be conducted so not to interfere with city activity.
- d. Board and City designees shall establish times available for use at the campus level.
- e. Facility conditions may limit use.

**D. Communication.**

- 1. Board and City agree to meet a minimum of three times per year to coordinate use, establish maintenance schedules, develop and update a master calendar, and inspect Licensed Areas.
  - 1. Board and City designees shall maintain on-going, open, reciprocal communication between one another while acting in good faith to build a positive reciprocal relationship.
  - 2. City shall designate one person as the point-of-contact for communication with the school's designated contact person. Both designees and/or other responsible members shall:
    - i. Participate in the site coordination meetings (at least three times each year),
    - ii. Be aware of special circumstances such as emergency weather conditions, and
    - iii. Be responsible for making participants aware of any cancellations or rescheduling of activities.

**2. Inclement Weather.**

The Board, in its sole discretion, will make decisions on when to close its school campuses due to inclement weather and will communicate those decisions in a timely manner. The City agrees to comply with the Board's inclement weather determinations and will not access Board property on these days. Conversely, the City, in its sole discretion, will make decisions on when to close its facilities due to inclement weather and will communicate those decisions in a timely manner. ABSS agrees to comply with the City's inclement weather determinations and will not access City property on these days.

**E. Supervision and Security of Licensed Area(s).**

- 1. When using Licensed Area(s), both parties will provide appropriate supervision and adhere to all rules and policies.
- 2. Each party will provide supervision as appropriate to provide a safe environment for the participants and to protect Licensed Area(s).
- 3. In the event of damage attributed to use or maintenance, each party shall make restoration to the other for the damaged property.

**F. Fees/Charges.**

Board and City agree that, except as expressly stated in this Agreement, there shall be no additional fees and/or charges associated with each party's use of Licensed Area(s) unless mutually agreed upon.

**G. Income from Program(s).**

- 1. Income from City Program(s)
 

Each party agrees income from City programs and events operated on City Licensed Area(s) that are subject to this Agreement shall go to the City.
- 2. Income from School Program(s)
 

Each party agrees income from ABSS programs and events, such as receipts from school ball games or fundraisers, shall go to the school.

**H. Concession Operations.**

- 1. The Board or its operating agent has the right to operate concessions on ABSS Licensed Area(s) when used for Board purposes and the proceeds shall go to the Board.
- 2. The City or its operating agent has the right to operate concessions on City Licensed Area when use for City purposes and the proceeds shall go to the City.
- 3. Proceeds from concessions shall be shared by the Board and City based upon a mutually agreed upon percentages when operated jointly or when Board and City events are simultaneously scheduled.

## **10. Housekeeping, Routine/Preventive Maintenance, and Major Repairs.**

### **A. General Guidelines**

1. Board and City designees shall discuss maintenance needs and schedules during the site calendar coordination meetings at least three times each year.
2. Board and City shall monitor the conditions, identify damage, denote safety issues, and repair concerns of the Licensed Area(s).
3. Each party reserves the right to take any action at any time at their facilities that the party, in its sole discretion, deems necessary related to the goals of this provision.
4. The clean-up and closing of The Facilities will fall on the party using the facility. Each party is responsible for cleaning up after their own group, turning off lights, and securing gates before leaving. Clean-up should be completed within twenty-four (24) hours after use. In the instances both parties have events scheduled on the same day, the facility shall be cleaned immediately after use.
5. Maintenance work shall be coordinated between the Board and City designees to ensure:
  1. Minimal disruption of the normal operations.
  2. Necessary maintenance resources are available.
  3. Maintenance area(s) are secured for safety until completion.

### **B. During normal operating hours, all maintenance personnel shall wear proper clothing identifying them as City or ABSS employees and/or arrive in appropriately marked vehicles.**

### **C. Maintenance**

1. Each party shall be responsible for general maintenance of their facilities.
2. Each party shall clean the facility after each use and shall report any maintenance concerns to the appropriate designee.

## **11. Utilities.**

Each party shall be responsible for all utilities (i.e., electricity, water, sewer, etc.) for their facilities.

## **12. Insurance.**

Each party shall maintain, at all times during the term of this Agreement and during any and every extension thereof, public liability insurance in the amount of \$1,000,000 / \$2,000,000, or the minimum required by NC State Law, covering personal injury for each accident or occurrence growing out of the use of the facility listed in this Joint Use Agreement and at least \$1,000,000 or the minimum required by NC State Law to cover property damage growing out of each accident or occurrence. Each party shall be named as an additional insured on all insurance policies of the other party. Each party shall furnish one another with evidence of such insurance and of its renewal as the premiums become due. Each party shall provide the other a minimum of 30 days written notice of any reduction in coverage or cancellation of such insurance.

## **13. Use of Care.**

Each party acknowledges that construction, maintenance, and use pursuant to this Agreement will take place on public sites at which children, school/city employees, and members of the public are present. Each party shall take reasonable care under the circumstances to protect and secure construction and maintenance areas to minimize the possibility of injury to students, staff and/or the public. Each party agrees to keep the Licensed Area(s) in a clean and safe condition at all times and to ensure that any equipment, materials, or supplies brought onto the Licensed Area(s) are properly and safely stored when not in use.

## **14. Nondiscrimination.**

Neither party shall discriminate against any employee or applicant for employment because of race, color, creed, sex, age, religion, or national origin. Neither party or its employees shall discriminate

against any person or organization on the basis of race, color, creed, sex, age, religion, or national origin by refusing to furnish such person or organization services for privileges offered to or enjoyed by residents of Alamance County, nor shall either party or their employees publicize the facilities provided hereunder in any manner that would directly or inferentially reflect negatively on any person because of race, color, creed, sex, religion, or national origin.

**15. Nonperformance.**

- A.** In the event either party should fail to keep, perform, or abide by the terms, conditions, or covenants of this Agreement for a period of thirty days after written notice of such failure by the non-breaching party, then in addition to any other remedies available at law or equity, the non-breaching party shall have the right to remedy such nonperformance. In such event, the breaching party shall reimburse the non-breaching party for any expenses incurred by the non-breaching party in effecting such remedy. Such reimbursements shall be due and payable within thirty days after receipt by the breaching party of written notice specifying the amount due. The non-breaching party may suspend use of its property until the breaching party demonstrates the breach has been corrected and the breaching party is fully performing its obligations under the terms, conditions, and covenants of this Agreement.
- B.** Each party reserves the right to request an Oversight Committee review.

**16. Default/Termination.**

- A.** In the event either party should fail to keep, perform or abide by the terms, conditions, or covenants of this Agreement for a period of thirty days after written notice of such failure by the non-breaching party, then the non-breaching party may elect to terminate this Agreement upon an additional thirty days written notice. The non-breaching party should exercise this right of termination, then and in that event, the breaching party shall relinquish any interest in any of the improvements made to Licensed Area(s) under this Agreement and no reimbursement shall be due. The breaching party shall leave the Licensed Area(s) in a condition approved by the non-breaching party.
- B.** Each party reserves the right to terminate this Agreement at any time if, in its sole discretion, the party deems the property necessary for school/city purposes. Each party shall give at least a ninety-day notice. The party exercising this right of termination during the term of this Agreement shall complete any improvements begun on Licensed Area(s) and leave the Licensed Area(s) in a condition that is safe and acceptable.
- C.** Each party reserves the right to request an Oversight Committee review.

**17. Notices.**

All notices, requests, approvals, or consents required to be given hereunder shall be in writing and hand delivered or sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

Board:                   The Board of Education  
                              Alamance-Burlington School System  
                              1712 Vaughn Road  
                              Burlington, NC 27217

City:                     City Manager  
                              City of Graham  
                              201 South Main Street  
                              Graham, NC 27253

or to such other address as either party may specify in the manner hereinabove prescribed.

**18. Severability.**

In the event any term or provision of this Agreement shall be adjudged to be partially or completely invalid or unenforceable, then such term or provision shall be severed from this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**19. Preservation and Care of Public Property.**

Each party agrees to regulate use of the Licensed Area(s) consistent with prescribed standards and understanding of how to best maintain the property to prevent deterioration of the property. Each party may only schedule use of the Licensed Areas so long as its use is consistent with the proper care and preservation of the public property and the maintenance is performed at or above the prescribed standards.

**20. Non-Assignment.**

The City may not assign this Agreement. City may use Board Property only as provided in this Agreement.

**21. Entire Agreement.**

The City agrees that this document and its Attachments listed below constitute the entire agreement between the parties and may only be modified by a written mutual agreement signed by the parties. To the extent that there is any conflict between the terms of this Agreement and any prior understanding or agreement between the parties, as well as any applicable Interlocal Agreement, the terms of this Agreement shall control.

**22. Agreement in Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Alamance County Board of Education has caused this Agreement to be signed by its Chair, attested by its Secretary, and sealed with its corporate seal; and the Graham City Council has caused this Agreement to be signed by its City Manager, attested to by the City Clerk, and sealed with its seal, on the day and year first written above.

**ALAMANCE-BURLINGTON BOARD OF EDUCATION**

ATTEST

By: \_\_\_\_\_(SEAL)  
Chair

By: \_\_\_\_\_(SEAL)  
Superintendent/Secretary  
  
(Affix Corporate Seal)

**CITY OF GRAHAM**

ATTEST

By: \_\_\_\_\_(SEAL)  
Mayor

By: \_\_\_\_\_(SEAL)  
City Clerk  
  
(Affix City Seal)

NORTH CAROLINA  
ALAMANCE COUNTY

The undersigned, a Notary Public of the County and State aforesaid, hereby certified that \_\_\_\_\_ personally appeared before me this day, and being duly sworn by me, acknowledged that he/she is Superintendent/Secretary of the Alamance County Board of Education, and that by authority duly given and as the act of the Board the forgoing instrument was signed by its chair, sealed with its corporate seal and attested by him/her as its Superintendent/Secretary.

Witness my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

My Commission expires: \_\_\_\_\_  
Notary Public

The undersigned, a Notary Public of the County and State aforesaid hereby certified that \_\_\_\_\_ personally appeared before me this day, and being duly sworn by me acknowledged that he/she is City Clerk of the City of Graham, and that by authority duly given and as the act of the City, the forgoing instrument was signed by its Mayor, sealed with its corporate seal and attested by him/her as its City Clerk.

Witness my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

My Commission expires: \_\_\_\_\_  
Notary Public

**NORTH CAROLINA  
ALAMANCE COUNTY**

**Joint Facility Use Agreement  
(Graham Middle Athletic Facilities)**

This Agreement for the joint use of the football/soccer stadium, softball field, and walking track (collectively hereinafter referred to as “The Facilities”) at Graham Middle School (hereinafter referred to as “Agreement”) made and entered into this \_\_\_ day of \_\_\_\_\_ 2024, by and between the CITY OF GRAHAM a Municipal Corporation of the State of North Carolina (hereinafter referred to as “City”), and the ALAMANCE-BURLINGTON SCHOOL BOARD (hereinafter referred to as “Board”).

**WITNESSETH**

**THAT WHEREAS**, the parties recognize that joint cooperation and action between the Board and City shall ensure that the best facilities and services are provided to the citizens of Alamance County with the least expenditure of public funds; and

**WHEREAS**, Board and City are mutually interested in quality education and recreation programs for Alamance County students and citizens; and

**WHEREAS**, Board and City are authorized to enter into agreements with each other to do any and all things necessary or convenient to aid and cooperate in the cultivation of citizenship by providing quality programs and facilities; and

**WHEREAS**, Board owns certain real property at 311 East Pine Street, Graham, NC, 27253 which is the campus for **Graham Middle School** (hereinafter referred to as “GMS”) and

**WHEREAS**, Board and City desire to enter into an agreement for the use of Board Property; and

**WHEREAS**, Board and City desire to jointly use **The Facilities** for the benefit of the school and community; and

**WHEREAS**, Board has determined that the areas to be jointly used are not necessary at all times after normal school hours for public school purposes during the term of this Agreement; and

**WHEREAS**, City desires to perform the maintenance of **The Facilities**; and

**WHEREAS**, Board desires to permit **the City** to use and schedule the use of **The Facilities**, when such are not scheduled or being used by the Board; and

**WHEREAS**, community use of school property and facilities is encouraged by the Community Schools Act North Carolina General Statute (N.C.G.S.) 115C-203 *et seq.*; and

**WHEREAS**, Board and City desire that all members of the community shall have access to **The Facilities**, and



**WHEREAS**, Board and City are authorized to enter into this Agreement pursuant to the provisions of N.C.G.S. 115C, Article 13; N.C.G.S. 115C-518; N.C.G.S. 115C-524(b); and N.C.G.S. 160A-274:

**NOW, THEREFORE**, pursuant to N.C.G.S. 115C, Article 13, N.C.G.S. 115C-524(b), and N.C.G.S. 160A-274 and in consideration of the above-stated desires of the parties and such other mutual promises and covenants as are hereinafter set forth, Board and City do hereby agree as follows:

1. **Property Description.** Graham Middle School is located at **311 East Pine Street, Graham, NC**, specifically identified as Alamance County Property Identification Number **146482 (legal filing location - Book 0181 and page 0426)**.
2. **Term.**

The term of this Agreement shall be for a period of ten (10) years from the date of execution of the Agreement.
3. **Liability.**
  - A. City agrees that Board is authorizing the use of its property pursuant to this Agreement only to the extent permitted by N.C.G.S. 115C-524(b), and that the Board does not incur any liability to the City or any member of the public for permitting this use. No liability shall attach to the Board of Education, individually or collectively, for any injury suffered by reason of any City use or maintenance of Board Property pursuant to this Agreement. The City shall indemnify, protect, and hold harmless the Board, its agents, and employees from and against claims or damages, including attorney's fees, caused by the negligence or intentional wrongdoing of the City its agents, invitees, contractors, or employees.
  - B. Board agrees that the City is authorized to use its property pursuant to this Agreement only to the extent permitted by N.C.G.S. 115C-524(b). No liability shall attach to the City, individually or collectively, for any injury suffered by reason of any ABSS use or maintenance of Board Property pursuant to this Agreement. The Board shall indemnify, protect, and hold harmless the City, its agents, and employees from and against claims or damages, including attorney's fees, caused by the negligence or intentional wrongdoing of the Board its agents, invitees, contractors, or employees.
4. **City Licensed Area(s).** All areas to be jointly used shall be identified in the document as The Board hereby gives and grants to the City permission to use areas on Board Property defined pursuant to this Agreement as the City Licensed Areas of GMS.
5. **Ownership.**

All improvements made to or upon Board Property shall be the property of the Board.
6. **Enhancements, Modifications, Renovation, or New Construction on Board Property by Board and City.**

The Board and City shall consult, plan, and coordinate prior to making improvements to the City Licensed Areas. The Board may make any enhancements, modifications, renovations, or new construction on Board Property necessary for educational programming needs. The Board may make such enhancements, modifications, renovations, or new construction in its sole discretion and without approval from the City; however, the Board shall notify the City that it is making such improvements. The City shall be responsible for any enhancements, modifications, renovations, or new construction for City needs; however, the City shall make no such improvements without the Board or Board designee's prior *written* approval. After the Board approves the plans and schedule for such improvements proposed by the City, the City shall proceed with such

improvements at its expense. The City shall plan and coordinate such improvements with the Board to ensure that such improvements pursuant to this Agreement are completed with minimal impact on the operations of GMS. Damage to drive accesses, parking areas and other Board Property caused by use or construction shall be repaired at the expense of the responsible party as determined jointly by the Board of Education and the City of Graham.

**7. Appropriate Use.**

No use of GMS shall be inconsistent with the proper care and preservation of public-school property.

**8. Joint Use and Scheduling of City Licensed Area(s).**

The Board and City agree that use of City Licensed Areas shall be in accordance with the following conditions and provisions:

**A. Administrative Control.**

1. The ABSS Superintendent or designee shall have administrative control of GMS at all times.

**B. Hours Defined.**

1. Normal school hours are defined as daily student and teacher workdays from 7:00a.m.-5:30p.m. From time to time, specific school activities, events, or games may end before or extend beyond normal school hours.
2. Non-school hours are defined as daily after normal school hours, weekends, holidays, staff vacation days, and during school breaks including spring, summer and winter breaks.

**C. Scheduling and Use.**

1. Use of the City Licensed Areas at GMS after normal school hours and **after school** events shall be in accordance with the following conditions and provisions:
  - a. Field maintenance shall be conducted so not to interfere with outdoor school activity.
  - b. Board and City designees shall:
    - i. Establish times available for use and maintenance at the campus level.
    - ii. Make determinations for field accessibility and use based on turf conditions and safety level. Fields should not be used when weather has rendered the fields unsuitable for recreational and physical development activities. The City's designee will take the lead early in the day by discussing field conditions with the Board's designee. If agreement is not reached and ABSS proceeds to play on the field against the advice of the City, ABSS will be responsible for restoring the field to reasonable condition following such use.
  - c. Field conditions may limit use.
2. City agrees that the Board shall have first priority for scheduling and use of Board property.
3. City will be allowed to schedule the use of City Licensed Areas during those times the facilities are not needed for school system activities.

**D. Communication.**

1. Board and City agree to meet a minimum of three times per year to coordinate use, establish maintenance schedules, develop and update the GMS master calendar as well as inspect City Licensed Areas.
  - a. Board and City designees shall maintain on-going, open, reciprocal communication between one another while acting in good faith to build a positive reciprocal relationship.
  - b. City shall designate one person as the point-of-contact for communication with the Board's designated contact person. City's designee and/or other responsible members shall:
    - i. Participate in the site coordination meetings (at least three times each year),
    - ii. Be aware of special circumstances such as emergency weather conditions, and

- iii. Be responsible for making participants aware of any cancellations or rescheduling of municipality activities.
  - 2. Inclement Weather.
 

The Board, in its sole discretion, will make decisions on when to close its school campuses due to inclement weather and will communicate those decisions in a timely manner. The City agrees to comply with the Board's inclement weather determinations and will not access Board property on these days.
- E. Supervision and Security of City Licensed Areas.
  - 1. When City is using the campus for its activities, City will provide appropriate supervision and adhere to all school rules and policies.
  - 2. City will provide supervision as appropriate to provide a safe environment for the participants and to protect school system property.
  - 3. In the event of damage attributed to use or maintenance, the municipality shall make restoration to school property.
- F. Fees/Charges.
 

Board and City agree that, except as expressly stated in this Agreement, there shall be no additional fees and/or charges associated with each party's use of the City Licensed Areas unless mutually agreed upon.
- G. Income from Program(s).
  - 1. Income from City Program(s)
 

Board agrees that the income from City programs and events operated on City Licensed Area(s) that are subject to this Agreement shall go to the City.
  - 2. Income from School Program(s)
 

City agrees that the income from Board programs and events, such as receipts from school ball games or fundraisers, shall go to the school.
- H. Concession Operations.
  - 1. The Board or its operating agent has the right to operate concessions on Board Property when used for Board purposes and the proceeds shall go to the Board.
  - 2. The City or its operating agent has the right to operate concessions on City Licensed Areas when use for City purposes and the proceeds shall go to the City.
  - 3. Proceeds from concessions shall be shared by the Board and City based upon a mutually agreed upon percentages when operated jointly or when Board and City events are simultaneously scheduled.

**9. Housekeeping, Routine/Preventive Maintenance, and Major Repair**

**A. General Guidelines**

- 1. Board and City designees shall discuss maintenance needs and schedules during the site calendar coordination meetings at least three times each year.
- 2. Board and City shall monitor the conditions, identify damage, denote safety issues, and repair concerns of the City Licensed Areas.
- 3. The Board reserves the right to take any action at any time on GMS grounds that the Board, in its sole discretion, deems necessary related to the goals of this provision.
- 4. The clean-up and closing of the facilities will fall on the party using the facility. Each party is responsible for cleaning up after their own group, turning off lights, and securing gates before leaving. Clean-up should be completed within twenty-four (24) hours after use. In the instances both parties have events scheduled on the same day, the facility shall be cleaned immediately after use.
- 5. Board shall allow time to be scheduled during the school day for City to have access to the facility to provide routine grounds maintenance. Maintenance work shall be coordinated between the Board and City designees to ensure:
  - a. Minimal disruption of the school day.

- b. Necessary maintenance resources are available.
  - c. Maintenance area(s) are secured for safety until completion.
- B.** During school hours, all maintenance personnel shall wear proper clothing identifying them as City employees and/or arrive in appropriately marked vehicles.
- C.** Maintenance
  - 1. The City shall be responsible for performing maintenance to all grounds while ABSS shall provide appropriate paint, chalk, etc. needed for field preparation for ABSS activities.
  - 2. The Board shall be responsible for facilities maintenance and repair. Board and City designees will coordinate purchasing and stocking supplies for restrooms, concessions stand, etc. based on frequency of use by each party.
  - 3. The City's designee and Board's designee shall communicate any facilities and/or grounds maintenance needs.

**10. Utilities.**

The City shall be responsible for all utilities (i.e., electricity, water, sewer, etc.) for the City Licensed Areas.

**11. Insurance.**

- A.** The City shall maintain, at all times during the term of this Agreement and during any and every extension thereof, public liability insurance in the amount of \$1,000,000 / \$2,000,000, or the minimum required by NC State Law, covering personal injury for each accident or occurrence growing out of the City use or maintenance of the said City Licensed Areas and at least \$1,000,000 or the minimum required by NC State Law to cover property damage growing out of each accident or occurrence. The Board shall be named as an additional insured on all insurance policies. The City shall furnish the Board with evidence of such insurance and of its renewal as the premiums become due. The City shall provide the Board with thirty days prior written notice of any reduction in coverage or cancellation of such insurance.
- B.** The Board shall maintain, at all times during the term of this Agreement and during any and every extension thereof, public liability insurance in the amount of \$1,000,000 / \$2,000,000, or the minimum required by NC State Law, covering personal injury for each accident or occurrence growing out of the ABSS use or maintenance of the said City Licensed Areas and at least \$1,000,000 or the minimum required by NC State Law to cover property damage growing out of each accident or occurrence. The City shall be named as an additional insured on all insurance policies. The Board shall furnish the City with evidence of such insurance and of its renewal as the premiums become due. The Board shall provide the City with thirty days prior written notice of any reduction in coverage or cancellation of such insurance.

**12. Use of Care.**

The City acknowledges that construction, maintenance, and use pursuant to this Agreement will take place on a school site at which children, school employees, and members of the public are present. The City shall take reasonable care under the circumstances to protect and secure construction and maintenance areas to minimize the possibility of injury to students, staff and the public. The City agrees to keep the City Licensed Area(s) in a clean and safe condition at all times and to ensure that any equipment, materials, or supplies brought onto the City Licensed Area(s) by the City are properly and safely stored when not in use.

**13. Nondiscrimination.**

The City shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, religion, or national origin. Neither the City nor its employees shall discriminate against any person or organization on the basis of race, color, creed, sex, age, religion, or national origin by refusing to furnish such person or organization services for privileges offered

to or enjoyed by residents of Alamance County, nor shall the City or their employees publicize the facilities provided hereunder in any manner that would directly or inferentially reflect negatively on any person because of race, color, creed, sex, religion, or national origin.

**14. Nonperformance.**

- A.** In the event either party should fail to keep, perform or abide by any term, condition or covenant of this Agreement for a period of thirty days after written notice of such failure by the non-breaching party, then in addition to any other remedies available at law or equity, the non-breaching party shall have the right to remedy such nonperformance. In such event, the breaching party shall reimburse the non-breaching party for any expenses incurred by the non-breaching party in effecting such remedy. Such reimbursements shall be due and payable within thirty days after receipt by the breaching party of written notice specifying the amount due. If the Board is the non-breaching party, it may suspend City use of its property until the City demonstrates to the Board's satisfaction that City has corrected its breach and is fully performing its obligations under the terms, conditions, and covenants of this Agreement.
- B.** Each party reserves the right to request an Oversight Committee review.

**15. Default/Termination.**

- A.** In the event either party should fail to keep, perform, or abide by the terms, conditions or covenants of this Agreement for a period of thirty days after written notice of such failure by the non-breaching party, then the non-breaching party may elect to terminate this Agreement upon an additional thirty days written notice. If City is the breaching party and Board should exercise this right of termination, then and in that event, City shall relinquish any interest in any of the improvements made to City Licensed Area(s) under this Agreement and no reimbursement shall be due. City shall leave the City Licensed Area(s) in a condition approved by the Board.
- B.** The Board reserves the right to terminate this Agreement at any time that the Board in its sole discretion deems the property necessary for school purposes. The Board shall give the City at least a ninety-day notice. If the Board should exercise this right of termination during the term of this Agreement then the Board shall reimburse the City for a pro rata portion of the City's initial construction costs and other improvements completed on the City Licensed Area(s). Construction costs shall be amortized over the term except that the City shall not be entitled to reimbursement for maintenance or improvements to parking areas or entrance drives.
- C.** If the City should exercise this right of termination at any time during the term of this Agreement, then and in that event, City shall complete any improvements begun on the City Licensed Area(s) and leave the City Licensed Area(s) in a condition that is safe and acceptable to the Board. The City shall relinquish any interest City may have in any of the improvements that City made to Board property under this Agreement, and no reimbursement shall be due the City.
- D.** Each party reserves the right to request an Oversight Committee review.

**16. Notices.**

All notices, requests, approvals, or consents required to be given hereunder shall be in writing and hand delivered or sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

Board:                   The Board of Education  
                              Alamance-Burlington School System  
                              1712 Vaughn Road  
                              Burlington, NC 27217

City: City Manager  
City of Graham  
201 South Main Street  
Graham, NC 27253

or to such other address as either party may specify in the manner hereinabove prescribed.

**17. Severability.**

In the event any term or provision of this Agreement shall be adjudged to be partially or completely invalid or unenforceable, then such term or provision shall be severed from this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**18. Preservation and Care of Public-School Property.**

City agrees to regulate the use of the City Licensed Areas consistent with the Board's standards and understanding of how to best maintain the property to prevent deterioration of the property. The City may only schedule use of the City Licensed Areas so long as its use is consistent with the proper care and preservation of the public-school property and the maintenance is performed at or above the prescribed standards.

**19. Non-Assignment.**

The City may not assign this Agreement. City may use Board Property only as provided in this Agreement.

**20. Entire Agreement.**

The City agrees that this document and its Attachments listed below constitute the entire agreement between the parties and may only be modified by a written mutual agreement signed by the parties. To the extent that there is any conflict between the terms of this Agreement and any prior understanding or agreement between the parties, as well as any applicable Interlocal Agreement, the terms of this Agreement shall control.

**21. Agreement in Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Alamance County Board of Education has caused this Agreement to be signed by its Chair, attested by its Secretary, and sealed with its corporate seal; and the Graham City Council has caused this Agreement to be signed by its City Manager, attested to by the City Clerk, and sealed with its seal, on the day and year first written above.

**ALAMANCE-BURLINGTON BOARD OF EDUCATION**

ATTEST

By: \_\_\_\_\_(SEAL)  
Chair

By: \_\_\_\_\_(SEAL)  
Superintendent/Secretary

(Affix Corporate Seal)

**CITY OF GRAHAM**

ATTEST

By: \_\_\_\_\_(SEAL)  
Mayor

By: \_\_\_\_\_(SEAL)  
City Clerk

(Affix City Seal)

**NORTH CAROLINA  
ALAMANCE COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certified that \_\_\_\_\_ personally appeared before me this day, and being duly sworn by me, acknowledged that he/she is Superintendent/Secretary of the Alamance County Board of Education, and that by authority duly given and as the act of the Board the forgoing instrument was signed by its chair, sealed with its corporate seal and attested by him/her as its Superintendent/Secretary.

Witness my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

My Commission expires: \_\_\_\_\_  
Notary Public

The undersigned, a Notary Public of the County and State aforesaid hereby certified that \_\_\_\_\_ personally appeared before me this day, and being duly sworn by me acknowledged that he/she is City Clerk of the City of Graham, and that by authority duly given and as the act of the City, the forgoing instrument was signed by its Mayor, sealed with its corporate seal and attested by him/her as its City Clerk.

Witness my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

My Commission expires: \_\_\_\_\_  
Notary Public



**2024-2025 Boards and Commissions Appointments**  
**August 13, 2024 | City Council Agenda**

**Appearance Commission/Tree Board**

**Vacancies - 2**

**Applicants: Benjamin Beushausen-(2<sup>nd</sup> choice) | David Bradley | Clell Britt**

**Graham Historical Museum Board**

**Vacancy - 2**

**Applicant - *Melissa Holmes***

**Historic Resources Commission** (if reduced to a five-member board)

**Vacancies - 2**

*No Applicants*

**Planning Board/Board of Adjustment**

**Vacancy - 1**

**Applicants: Cheryl Schmidt | Benjamin Beushausen-(1<sup>st</sup> choice) | Emily O'Dell | Jim Young**

**Recreation Commission**

**Vacancy - 1**

**Applicant: Patrick Burnette**

**Library Committee** (Recommendation to Alamance County Commissioners)

**Vacancy - 1**

**Applicants: Ernest Lewis, Jr. | Morgan Robinson | Lindsay McKinney**

**Current Board Members:**

Ala. Co. Library Committee (Appointed by Ala. Co. Commissioners)	Bonnie Whitaker
Ala. Co. Library Committee (Appointed by Ala. Co. Commissioners)	<b>VACANT</b>
Appearance Commission/Tree Board	<b>VACANT</b>
Appearance Commission/Tree Board	<b>VACANT</b>
Appearance Commission/Tree Board	Bernadette Konzelmann
Appearance Commission/Tree Board - <b>Chair</b>	Zipporah Clark Baldwin
Appearance Commission/Tree Board	Cheryl Ray
Appearance Commission/Tree Board - <b>Staff Liaison</b>	<b>Cameron West - Tim Covington</b>
Appearance Commission/Tree Board - <b>Council Liaison</b>	<b>Council Member Bonnie Whitaker</b>



Graham Historical Museum Advisory Board - <b>Chair</b>	<b>VACANT</b>
Graham Historical Museum Advisory Board	John Harrington
Graham Historical Museum Advisory Board	Karen Chin
Graham Historical Museum Advisory Board	Chuck Talley
Graham Historical Museum Advisory Board	<b>VACANT</b>
Graham Historical Museum Advisory Board	James Mullen
Graham Historical Museum Advisory Board	Noelle Purcell - Secretary
Graham Historical Museum Advisory Board - <b>Staff Liaison</b>	<b>Brian Faucette</b>
Graham Historical Museum Advisory Board - <b>Council Liaison</b>	<b>Council Member Joey Parsons</b>
Historic Resources Commission	<b>VACANT</b>
Historic Resources Commission	Jim Young
Historic Resources Commission	Karen Chin
Historic Resources Commission - <b>Chair</b>	Zipporah Clark-Baldwin
Historic Resources Commission	<b>VACANT</b>
Historic Resources Commission	<b>VACANT</b>
Historic Resources Commission	<b>VACANT</b>
Historic Resources Commission - <b>Staff Liaison</b>	<b>Cameron West</b>
Historic Resources Commission - <b>Council Liaison</b>	<b>Council Member Joey Parsons</b>
Planning Board/Board of Adjustment	<b>VACANT</b>
Planning Board/Board of Adjustment - <b>Chair</b>	Dean Ward
Planning Board/Board of Adjustment	John Wooten (Alternate)
Planning Board/Board of Adjustment	Tony Bailey
Planning Board/Board of Adjustment	James Stockert
<b>Planning Board/Board of Adjustment Extra Territorial</b>	Charles (Chad) Huffine (ETJ)
<b>Planning Board/Board of Adjustment Extra Territorial</b>	Mike Benesch (ETJ Member)
Planning Board/Board of Adjustment - <b>Staff Liaison</b>	<b>Cameron West</b>
Recreation Commission	Nicki Grafos Smith
Recreation Commission	Casey Johnson
Recreation Commission - <b>Chair</b>	Jay Cook, Jr.
Recreation Commission	Brian Cutlip
Recreation Commission	Carmen Larimore
Recreation Commission	Laurie Pickard
Recreation Commission	<b>VACANT</b>
Recreation Commission - <b>Council Liaison</b>	<b>Council Member Bonnie Whitaker</b>
Recreation Commission - <b>Staff Liaison</b>	<b>Brian Faucette</b>

# VOLUNTEER BOARD & COMMISSION APPLICATION



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

Name: Benjamin Beushausen Email Address: benwhitelist@gmail.com  
Home Address: 1107 E. Gilbreath St. Mailing Address: - Same -  
City, State, Zip: Graham, NC 27253 City, State, Zip: \_\_\_\_\_  
Home Phone: 417-576-6458 Alternate Phone: \_\_\_\_\_

Please list the board(s) and/or commissions on which you are currently serving:

N/A

Please select up to, two (2) boards and/or commissions from the list below for which you would like to be considered and indicate your preference for each selection (1 = first choice and 2 = second choice):

- |   |  |
|---|--|
| <input type="checkbox"/> Alcohol Beverage Control Board                   | <input checked="" type="checkbox"/> 6 Historical Museum Advisory Board   |
| <input checked="" type="checkbox"/> 2 Appearance/Tree Commission          | <input checked="" type="checkbox"/> 5 Historic Resources Commission      |
| <input type="checkbox"/> Canine Review Board                              | <input checked="" type="checkbox"/> 1 Planning Board/Board of Adjustment |
| <input type="checkbox"/> Graham Housing Authority                         | <input checked="" type="checkbox"/> 3 Recreation Commission              |
| <input checked="" type="checkbox"/> 4 Library Committee (Alamance County) | <input type="checkbox"/> Economic Development & Marketing Committee      |

Note: If you wish to change your selections for desired board(s) and/or commission(s) you will need to file a new application with the City Clerk. Only the most recent application on file will be presented to City Council.

## RELEVANT EXPERIENCE

Current employer/retired: Apex / Starbucks  
Employer address: 4400 Cox Road City, State, Zip: OrlenAllen, VA 23060

Job title and description of responsibilities:

Financial Analysis. Vendor Relations. Billing Summaries. Contract Request Processing. Report Building.



Which of the following relevant knowledge, skills, abilities, interest, and/or experiences would you bring to the board(s) or commission(s) to which you are applying (select all that apply):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> History                 | <input type="checkbox"/> Legal                             | <input checked="" type="checkbox"/> Critical Thinking       |
| <input type="checkbox"/> Architecture            | <input checked="" type="checkbox"/> Graphic Design         | <input checked="" type="checkbox"/> Data Analysis           |
| <input checked="" type="checkbox"/> Research     | <input checked="" type="checkbox"/> Creativity             | <input checked="" type="checkbox"/> Active-Listening        |
| <input type="checkbox"/> Program Development     | <input checked="" type="checkbox"/> Marketing/Social Media | <input checked="" type="checkbox"/> Effective Communication |
| <input type="checkbox"/> Historical Preservation | <input type="checkbox"/> Economic Development              | <input checked="" type="checkbox"/> Education & Outreach    |
| <input type="checkbox"/> Event Planning          | <input checked="" type="checkbox"/> Community Organizing   | <input checked="" type="checkbox"/> Conflict Resolution     |
| <input type="checkbox"/> Landscape Design        | <input checked="" type="checkbox"/> Athletics/Sports       | <input checked="" type="checkbox"/> Time Management         |
| <input type="checkbox"/> Gardener/Arborist       | <input checked="" type="checkbox"/> Problem Solving        | <input type="checkbox"/> Other: _____                       |
| <input checked="" type="checkbox"/> Adaptability | <input checked="" type="checkbox"/> Interpersonal Skills   |   |

Why do you believe you would be an asset to the board(s) and/or commission(s) to which you are applying?

*I have a varied background in many industries (Finance, Planning, retail, logistics, management, etc.) I have lived in many states and cities and have different perspectives because of that. I enjoy being involved and helping the community to grow. I am reliable and will see things through.*

Have you attended a meeting of the board(s) and/or commission(s) for which you are applying?

- Yes     No

Have you met with the chairperson or Staff Liaison of the board(s) and/or commission(s) for which you are applying?

- Yes     No

Additional relevant information:

**For City Clerk Use Only**  
**Date Received:**  
RECEIVED  
6/24/24

# VOLUNTEER BOARD & COMMISSION APPLICATION



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

Name: Clell Britt Email Address: clellbritt@gmail.com  
 Home Address: 708 Wendy Dr Mailing Address: 708 Wendy Dr  
 City, State, Zip: Graham, NC 27253 City, State, Zip: Graham, NC 27253  
 Home Phone: (919) 345-9061 Alternate Phone: (919) 636-0742

Please list the board(s) and/or commissions on which you are currently serving:

None

Please select up to, two (2) boards and/or commissions from the list below for which you would like to be considered and indicate your preference for each selection (1 = first choice and 2 = second choice):

- |  |   |
|--|---|
| <input type="checkbox"/> Alcohol Beverage Control Board        | <input type="checkbox"/> Historical Museum Advisory Board           |
| <input checked="" type="checkbox"/> Appearance/Tree Commission | <input type="checkbox"/> Historic Resources Commission              |
| <input type="checkbox"/> Canine Review Board                   | <input type="checkbox"/> Planning Board/Board of Adjustment         |
| <input type="checkbox"/> Graham Housing Authority              | <input type="checkbox"/> Recreation Commission                      |
| <input type="checkbox"/> Library Committee (Alamance County)   | <input type="checkbox"/> Economic Development & Marketing Committee |

Note: If you wish to change your selections for desired board(s) and/or commission(s) you will need to file a new application with the City Clerk. Only the most recent application on file will be presented to City Council.

## RELEVANT EXPERIENCE

Current employer/retired: NC Forest Service  
 Employer address: 3314 NC Hwy 86 S City, State, Zip: Hillsborough, NC 27278

Job title and description of responsibilities:

District Forester : Manager for the 8 county wide district, including  
Wildfire Control, Forest Management, Water Quality, Urban Forestry,  
+ Info + Education Programs, Manage County Rangers + District Staff of 10



Which of the following relevant knowledge, skills, abilities, interest, and/or experiences would you bring to the board(s) or commission(s) to which you are applying (select all that apply):

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> History                        | <input type="checkbox"/> Legal                           | <input checked="" type="checkbox"/> Critical Thinking                    |
| <input type="checkbox"/> Architecture                   | <input type="checkbox"/> Graphic Design                  | <input checked="" type="checkbox"/> Data Analysis                        |
| <input type="checkbox"/> Research                       | <input type="checkbox"/> Creativity                      | <input checked="" type="checkbox"/> Active-Listening                     |
| <input checked="" type="checkbox"/> Program Development | <input type="checkbox"/> Marketing/Social Media          | <input checked="" type="checkbox"/> Effective Communication              |
| <input type="checkbox"/> Historical Preservation        | <input type="checkbox"/> Economic Development            | <input checked="" type="checkbox"/> Education & Outreach                 |
| <input checked="" type="checkbox"/> Event Planning      | <input type="checkbox"/> Community Organizing            | <input checked="" type="checkbox"/> Conflict Resolution                  |
| <input type="checkbox"/> Landscape Design               | <input checked="" type="checkbox"/> Athletics/Sports     | <input checked="" type="checkbox"/> Time Management                      |
| <input checked="" type="checkbox"/> Gardener/Arborist   | <input type="checkbox"/> Problem Solving                 | <input checked="" type="checkbox"/> Other: <u>NC Registered Forester</u> |
| <input type="checkbox"/> Adaptability                   | <input checked="" type="checkbox"/> Interpersonal Skills |  |

Why do you believe you would be an asset to the board(s) and/or commission(s) to which you are applying?

As a Registered Forester for 11 years in NC, and 16 years working in Forestry Industry I have knowledge of tree work, planting, and management. Also as a District Forester for 2 years & 4 prior years as an Asst. District Forester I have manager experience. For the last 11 years w/ the Forest Service I have been engaging with the general public developing Forestry Management plans, as well as Shade tree advice to home owners.

Have you attended a meeting of the board(s) and/or commission(s) for which you are applying?

- Yes  No

Have you met with the chairperson or Staff Liaison of the board(s) and/or commission(s) for which you are applying?

- Yes  No

Additional relevant information:

**For City Clerk Use Only**

Date Received:  
**RECEIVED**  
**JUL 31 2024**

Thank you for your interest in the City of Graham's boards and commissions. Submit this application by email to: Renee Ward at [rward@cityofgraham.com](mailto:rward@cityofgraham.com) or in person to: City Clerk's Office | 201 South Main Street | or mail to: City Clerk P.O. Drawer 357, Graham, NC, 27253

# VOLUNTEER BOARD & COMMISSION APPLICATION



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

Name: David Bradley Email Address: daveybee3@aol.com  
 Home Address: 215 College St Mailing Address: 1501 George Bason Road  
 City, State, Zip: Graham, NC 27253 City, State, Zip: Graham, NC 27253  
 Home Phone: 984-344-3900 Alternate Phone: N/A

Please list the board(s) and/or commissions on which you are currently serving:

Please select up to, two (2) boards and/or commissions from the list below for which you would like to be considered and indicate your preference for each selection (1 = first choice and 2 = second choice):

- |  |   |
|--|---|
| <input type="checkbox"/> Alcohol Beverage Control Board        | <input type="checkbox"/> Historical Museum Advisory Board           |
| <input checked="" type="checkbox"/> Appearance/Tree Commission | <input type="checkbox"/> Historic Resources Commission              |
| <input type="checkbox"/> Canine Review Board                   | <input type="checkbox"/> Planning Board/Board of Adjustment         |
| <input type="checkbox"/> Graham Housing Authority              | <input type="checkbox"/> Recreation Commission                      |
| <input type="checkbox"/> Library Committee (Alamance County)   | <input type="checkbox"/> Economic Development & Marketing Committee |

Note: If you wish to change your selections for desired board(s) and/or commission(s) you will need to file a new application with the City Clerk. Only the most recent application on file will be presented to City Council.

## RELEVANT EXPERIENCE

Current employer/retired: \_\_\_\_\_

Employer address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Job title and description of responsibilities:

N/A



Which of the following relevant knowledge, skills, abilities, interest, and/or experiences would you bring to the board(s) or commission(s) to which you are applying (select all that apply):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> History                 | <input type="checkbox"/> Legal                      | <input type="checkbox"/> Critical Thinking                  |
| <input type="checkbox"/> Architecture            | <input type="checkbox"/> Graphic Design             | <input type="checkbox"/> Data Analysis                      |
| <input type="checkbox"/> Research                | <input checked="" type="checkbox"/> Creativity      | <input checked="" type="checkbox"/> Active-Listening        |
| <input type="checkbox"/> Program Development     | <input type="checkbox"/> Marketing/Social Media     | <input checked="" type="checkbox"/> Effective Communication |
| <input type="checkbox"/> Historical Preservation | <input type="checkbox"/> Economic Development       | <input type="checkbox"/> Education & Outreach               |
| <input type="checkbox"/> Event Planning          | <input type="checkbox"/> Community Organizing       | <input type="checkbox"/> Conflict Resolution                |
| <input type="checkbox"/> Landscape Design        | <input type="checkbox"/> Athletics/Sports           | <input type="checkbox"/> Time Management                    |
| <input type="checkbox"/> Gardener/Arborist       | <input checked="" type="checkbox"/> Problem Solving | <input type="checkbox"/> Other: _____                       |
| <input type="checkbox"/> Adaptability            | <input type="checkbox"/> Interpersonal Skills       |   |

Why do you believe you would be an asset to the board(s) and/or commission(s) to which you are applying?

Have you attended a meeting of the board(s) and/or commission(s) for which you are applying?

- Yes  No

Have you met with the chairperson or Staff Liaison of the board(s) and/or commission(s) for which you are applying?

- Yes  No

Additional relevant information:

I will attend these meetings in the future

**For City Clerk Use Only**

Date Received:  
**RECEIVED**

**JUL 31 2024**

**CITY OF GRAHAM**

Thank you for your interest in the City of Graham's boards and commissions. Submit this application by email to: Renee Ward at [ward@cityofgraham.com](mailto:ward@cityofgraham.com) or in person to: City Clerk's Office | 201 South Main Street | or mail to: City Clerk P.O. Drawer 357, Graham, NC, 27253

# VOLUNTEER BOARD & COMMISSION APPLICATION



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

Name: Patrick Burnette Email Address: p-burnette@hotmail.com  
 Home Address: 419 Ashburn St. Mailing Address: 419 Ashburn St.  
 City, State, Zip: Graham NC 27253 City, State, Zip: Graham NC 27253  
 Home Phone: 336 570 9040 Alternate Phone: 919 244 4265

Please list the board(s) and/or commissions on which you are currently serving:

Please select up to, two (2) boards and/or commissions from the list below for which you would like to be considered and indicate your preference for each selection (1 = first choice and 2 = second choice):

- |  |   |
|--|---|
| <input type="checkbox"/> Alcohol Beverage Control Board      | <input type="checkbox"/> Historical Museum Advisory Board           |
| <input type="checkbox"/> Appearance/Tree Commission          | <input type="checkbox"/> Historic Resources Commission              |
| <input type="checkbox"/> Canine Review Board                 | <input type="checkbox"/> Planning Board/Board of Adjustment         |
| <input type="checkbox"/> Graham Housing Authority            | <input checked="" type="checkbox"/> Recreation Commission           |
| <input type="checkbox"/> Library Committee (Alamance County) | <input type="checkbox"/> Economic Development & Marketing Committee |

Note: If you wish to change your selections for desired board(s) and/or commission(s) you will need to file a new application with the City Clerk. Only the most recent application on file will be presented to City Council.

## RELEVANT EXPERIENCE

Current employer/retired: The Redwoods Group  
 Employer address: 600 Park Offices Dr. Ste 300 City, State, Zip: Durham, NC 27709

Job title and description of responsibilities:

Digital Marketing System Specialist  
Responsible for company website functionality, email marketing systems, customer relationship management system, company social media platforms.



Which of the following relevant knowledge, skills, abilities, interest, and/or experiences would you bring to the board(s) or commission(s) to which you are applying (select all that apply):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> History                   | <input type="checkbox"/> Legal                             | <input type="checkbox"/> Critical Thinking                  |
| <input type="checkbox"/> Architecture              | <input type="checkbox"/> Graphic Design                    | <input checked="" type="checkbox"/> Data Analysis           |
| <input checked="" type="checkbox"/> Research       | <input checked="" type="checkbox"/> Creativity             | <input checked="" type="checkbox"/> Active-Listening        |
| <input type="checkbox"/> Program Development       | <input checked="" type="checkbox"/> Marketing/Social Media | <input checked="" type="checkbox"/> Effective Communication |
| <input type="checkbox"/> Historical Preservation   | <input type="checkbox"/> Economic Development              | <input type="checkbox"/> Education & Outreach               |
| <input checked="" type="checkbox"/> Event Planning | <input type="checkbox"/> Community Organizing              | <input type="checkbox"/> Conflict Resolution                |
| <input type="checkbox"/> Landscape Design          | <input checked="" type="checkbox"/> Athletics/Sports       | <input checked="" type="checkbox"/> Time Management         |
| <input type="checkbox"/> Gardener/Arborist         | <input checked="" type="checkbox"/> Problem Solving        | <input type="checkbox"/> Other: _____                       |
| <input checked="" type="checkbox"/> Adaptability   | <input checked="" type="checkbox"/> Interpersonal Skills   |   |

Why do you believe you would be an asset to the board(s) and/or commission(s) to which you are applying?

I have been a resident of Graham for thirty years. I have seen the growth of this town and it's communities. I have also seen the growth of the available recreational choices in Graham. I utilize the Bill Cooke park on a daily basis. I think I can bring a positive perspective to the commission. I have experience in social media, event planning, data analysis and using the recreation facilities in the city of Graham.

Have you attended a meeting of the board(s) and/or commission(s) for which you are applying?

- Yes  No

Have you met with the chairperson or Staff Liaison of the board(s) and/or commission(s) for which you are applying?

- Yes  No

Additional relevant information:

**For City Clerk Use Only**

Date Received:  
**RECEIVED**  
**6/25/24**

**CITY OF GRAHAM**

Thank you for your interest in the City of Graham's boards and commissions. Submit this application by email to: Renee Ward at [rward@cityofgraham.com](mailto:rward@cityofgraham.com) or in person to: City Clerk's Office | 201 South Main Street | or mail to: City Clerk P.O. Drawer 357, Graham, NC 27243

# VOLUNTEER BOARD & COMMISSION APPLICATION



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Name: Melissa Holmes Email Address: holmesblm@yahoo.com  
 Home Address: 1855 Murphy Ct. Mailing Address: \_\_\_\_\_  
 City, State, Zip: Graham, NC 27253 City, State, Zip: \_\_\_\_\_  
 Home Phone: 336/260-3752 Alternate Phone: \_\_\_\_\_

Please list the board(s) and/or commissions on which you are currently serving:

Please select up to, two (2) boards and/or commissions from the list below for which you would like to be considered and indicate your preference for each selection (1 = first choice and 2 = second choice):

- |  |  |
|--|--|
| <input type="checkbox"/> Alcohol Beverage Control Board      | <input checked="" type="checkbox"/> Historical Museum Advisory Board |
| <input type="checkbox"/> Appearance/Tree Commission          | <input type="checkbox"/> Historic Resources Commission               |
| <input type="checkbox"/> Canine Review Board                 | <input type="checkbox"/> Planning Board/Board of Adjustment          |
| <input type="checkbox"/> Graham Housing Authority            | <input type="checkbox"/> Recreation Commission                       |
| <input type="checkbox"/> Library Committee (Alamance County) | <input type="checkbox"/> Economic Development & Marketing Committee  |

Note: If you wish to change your selections for desired board(s) and/or commission(s) you will need to file a new application with the City Clerk. Only the most recent application on file will be presented to City Council.

## RELEVANT EXPERIENCE

Current employer/retired: Glenn Raven  
 Employer address: 232 Glenn Raven Rd. City, State, Zip: Burlington, NC 27217

Job title and description of responsibilities:

HR/ Compliance Mgr.



Which of the following relevant knowledge, skills, abilities, interest, and/or experiences would you bring to the board(s) or commission(s) to which you are applying (select all that apply):

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> History             | <input type="checkbox"/> Legal                           | <input type="checkbox"/> Critical Thinking                  |
| <input type="checkbox"/> Architecture                   | <input type="checkbox"/> Graphic Design                  | <input type="checkbox"/> Data Analysis                      |
| <input checked="" type="checkbox"/> Research            | <input checked="" type="checkbox"/> Creativity           | <input checked="" type="checkbox"/> Active-Listening        |
| <input checked="" type="checkbox"/> Program Development | <input type="checkbox"/> Marketing/Social Media          | <input checked="" type="checkbox"/> Effective Communication |
| <input type="checkbox"/> Historical Preservation        | <input type="checkbox"/> Economic Development            | <input checked="" type="checkbox"/> Education & Outreach    |
| <input checked="" type="checkbox"/> Event Planning      | <input type="checkbox"/> Community Organizing            | <input checked="" type="checkbox"/> Conflict Resolution     |
| <input type="checkbox"/> Landscape Design               | <input type="checkbox"/> Athletics/Sports                | <input type="checkbox"/> Time Management                    |
| <input type="checkbox"/> Gardener/Arborist              | <input checked="" type="checkbox"/> Problem Solving      | <input type="checkbox"/> Other: _____                       |
| <input checked="" type="checkbox"/> Adaptability        | <input checked="" type="checkbox"/> Interpersonal Skills |   |

Why do you believe you would be an asset to the board(s) and/or commission(s) to which you are applying?

*Life-long resident of Graham - history buff - want to help my community.*

Have you attended a meeting of the board(s) and/or commission(s) for which you are applying?

- Yes  No

Have you met with the chairperson or Staff Liaison of the board(s) and/or commission(s) for which you are applying?

- Yes  No

Additional relevant information:

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 Date Received:  
**RECEIVED**  
**AUG 07 2024**  
**CITY OF GRAHAM**

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# Application for Committee Membership

**\*Alamance County does not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or disability. Information given on this application is a matter of public record and can be disclosed to third parties.**

**Date of Application**

06/17/2024

**Name of Applicant**

Ernest Lewis, Jr.

**Are you 18 years of age or older?**

Yes

**Home Address**

512 Cornelia Drive

**City**

Graham

**ZIP Code**

27253

**Home Phone Number**

3362635662

**Employer**

RELX-LexisNexis

**Work Phone Number**

3362635662

**E-mail Address**

elewisjr26@gmail.com

**Have you ever been convicted of a felony?**

No

**Are you a registered voter in Alamance County?**

Yes

**Educational Background**

BA, 2009, WFU; MM, 2011, WFU; JD, Elon 2015

**Are you currently serving on any other boards or committees in Alamance County?**

No

**Please list any qualifications that you possess that would assist your service on this board or committee**

I have been a community advocate and tutor for many years. I am a massive fan of the library system. I have also been trained in diversity, equity in a number of different fields.

**Please list any volunteer or civic activities that you are involved in**

AC NAACP, Legal Redress Chair  
Former volunteer leader of the Alamance County Democratic Party

**What impact do you hope to have by serving on this board or committee?**

I hope to bring creativity and insight from an often underrepresented part of our county.

**Gender (Required by State)**

Male

**Number of Years as an Alamance County resident**

33

**Residence located in which area of county (Township / City / Area)**

Graham

**Board Applied For:**

Library Committee

**Date / Time**

Monday, June 17, 2024 19:10

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JUN 17 2024  
CITY OF GRAHAM

**\*Alamance County does not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or disability. Information given on this application is a matter of public record and can be disclosed to third parties.**

**Date of Application** 08/05/2024

**Name of Applicant** Lindsay McKinney

**Are you 18 years of age or older?** Yes

**Mailing Address** 632 Wendy Dr

**Home Address** 632 Wendy Dr

**City** Graham

**ZIP Code** 27253

**Home Phone Number** 3362148538

**Employer Address** 632 Wendy Dr

**Work Phone Number** 3362148538

**E-mail Address** lmaryn1@yahoo.com

**Have you ever been convicted of a felony?** No

**Are you a registered voter in Alamance County?** Yes

**Educational Background** BA in child development

**Are you currently serving on any other boards or committees in Alamance County?** No

**Please list any qualifications that you possess that would assist your service on this board or committee**

Homeschool mom and library user for 10 years

Taught preschool in North Carolina and in California since 1995

**Please list any volunteer or civic activities that you are involved in**

I volunteer with my church as the nursery coordinator (9 years a coordinator and total of 15 years as volunteer)

Volunteer with Christian Adventurers youth ministries for 16 years.

Help with the youth ministry at my church since 2008

**What impact do you hope to have by serving on this board or committee?**

Help make decisions on how library is run. I have lots of friends in this community, and I would like to offer them a voice.

<b>Gender (Required by State)</b>	Female
<b>Number of Years as an Alamance County resident</b>	16
<b>Residence located in which area of county (Township / City / Area)</b>	Graham
<b>Board Applied For:</b>	Library Committee
<b>Date / Time</b>	Monday, August 5, 2024 12:09

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AUG 05 2024  
CITY OF GRAHAM



# VOLUNTEER BOARD & COMMISSION APPLICATION



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Name: Emily O'Dell Email Address: emilyodell25@gmail.com  
 Home Address: 207 Banks St. Mailing Address: 207 Banks St.  
 City, State, Zip: Graham, NC 27253 City, State, Zip: Graham, NC 27253  
 Home Phone: N/A Alternate Phone: 919-906-4861

Please list the board(s) and/or commissions on which you are currently serving:

Please select up to, two (2) boards and/or commissions from the list below for which you would like to be considered and indicate your preference for each selection (1 = first choice and 2 = second choice):

- |  |  |
|--|--|
| <input type="checkbox"/> Alcohol Beverage Control Board      | <input type="checkbox"/> Historical Museum Advisory Board              |
| <input type="checkbox"/> Appearance/Tree Commission          | <input type="checkbox"/> Historic Resources Commission                 |
| <input type="checkbox"/> Canine Review Board                 | <input checked="" type="checkbox"/> Planning Board/Board of Adjustment |
| <input type="checkbox"/> Graham Housing Authority            | <input type="checkbox"/> Recreation Commission                         |
| <input type="checkbox"/> Library Committee (Alamance County) | <input type="checkbox"/> Economic Development & Marketing Committee    |

Note: If you wish to change your selections for desired board(s) and/or commission(s) you will need to file a new application with the City Clerk. Only the most recent application on file will be presented to City Council.

## RELEVANT EXPERIENCE

Current employer/retired: Elevate Textiles (Burlington Finishing)  
 Employer address: 906 N. Anthony St. City, State, Zip: Burlington, NC 27217

Job title and description of responsibilities:

HR Manager of approx. 180 employees. I have a bachelor's degree in economics and a masters d



Which of the following relevant knowledge, skills, abilities, interest, and/or experiences would you bring to the board(s) or commission(s) to which you are applying (select all that apply):

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> History                        | <input type="checkbox"/> Legal                             | <input type="checkbox"/> Critical Thinking                  |
| <input type="checkbox"/> Architecture                   | <input type="checkbox"/> Graphic Design                    | <input checked="" type="checkbox"/> Data Analysis           |
| <input type="checkbox"/> Research                       | <input checked="" type="checkbox"/> Creativity             | <input type="checkbox"/> Active-Listening                   |
| <input checked="" type="checkbox"/> Program Development | <input checked="" type="checkbox"/> Marketing/Social Media | <input checked="" type="checkbox"/> Effective Communication |
| <input type="checkbox"/> Historical Preservation        | <input checked="" type="checkbox"/> Economic Development   | <input type="checkbox"/> Education & Outreach               |
| <input type="checkbox"/> Event Planning                 | <input type="checkbox"/> Community Organizing              | <input type="checkbox"/> Conflict Resolution                |
| <input type="checkbox"/> Landscape Design               | <input type="checkbox"/> Athletics/Sports                  | <input checked="" type="checkbox"/> Time Management         |
| <input type="checkbox"/> Gardener/Arborist              | <input checked="" type="checkbox"/> Problem Solving        | <input type="checkbox"/> Other: _____                       |
| <input checked="" type="checkbox"/> Adaptability        | <input type="checkbox"/> Interpersonal Skills              |   |

Why do you believe you would be an asset to the board(s) and/or commission(s) to which you are applying?

Have you attended a meeting of the board(s) and/or commission(s) for which you are applying?

- Yes  No

Have you met with the chairperson or Staff Liaison of the board(s) and/or commission(s) for which you are applying?

- Yes  No

Additional relevant information:

**For City Clerk Use Only**

**RECEIVED**

JUL 18 2024

CITY OF GRAHAM

Thank you for your interest in the City of Graham's boards and commissions. Submit this application by email to: Renee Ward at [rward@cityofgraham.com](mailto:rward@cityofgraham.com) or in person to: City Clerk's Office | 201 South Main Street | or mail to: City Clerk P.O. Drawer 357, Graham, NC 27253

**\*Alamance County does not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or disability. Information given on this application is a matter of public record and can be disclosed to third parties.**

**Date of Application** 7/9/2024

**Name of Applicant** Morgan Robinson

**Are you 18 years of age or older?** Yes

**Home Address** 2515 Covington Loop

**City** Graham

**ZIP Code** 27253

**Home Phone Number** 336-264-1405

**Employer** UNC Greensboro

**Employer Address** 1400 Spring Garden St Greensboro, NC 27412

**Work Phone Number** 336-264-1405

**E-mail Address** morgan.kernodle@gmail.com

**Have you ever been convicted of a felony?** No

**Are you a registered voter in Alamance County?** Yes

**Educational Background** BA Middle Grades Education; MEd Middle and Secondary Education

**Are you currently serving on any other boards or committees in Alamance County?** No

**Please list any qualifications that you possess that would assist your service on this board or committee**

I am a former middle school English teacher and instructional technology specialist for ABSS. I am an avid reader and I have a 3 year old who loves books.

**Please list any volunteer or civic activities that you are involved in**

Former board member for the Newlin Partnership (Holy Comforter Episcopal Church)  
Former Vestry member at Holy Comforter

**What impact do you hope to have by serving on this board or committee?**

As a former English teacher, daughter of a retired librarian, mom of a toddler, etc. I recognize and appreciate the power of a good book. I also have fond memories from my teen years of driving myself to May Memorial and leaving with a stack of books. I would love the opportunity to support the library program in this role.

**Gender (Required by State)**

Female

**Residence located in which area of county (Township / City / Area)**

Graham

**Additional Comments**

Thank you for your consideration!

**Board Applied For:**

Library Committee

**Date / Time**

Tuesday, July 9, 2024 12:18

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JUL 09 2024  
CITY OF GRAHAM

# VOLUNTEER BOARD & COMMISSION APPLICATION



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Name: Cheryl Ann Schmidt Email Address: caschmidty@yahoo.com  
Home Address: 1981 Riverwalk Dr. Mailing Address: \_\_\_\_\_  
City, State, Zip: Graham, NC 27253 City, State, Zip: \_\_\_\_\_  
Home Phone: 989-400-6050 Alternate Phone: \_\_\_\_\_

Please list the board(s) and/or commissions on which you are currently serving:

Please select up to, two (2) boards and/or commissions from the list below for which you would like to be considered and indicate your preference for each selection (1 = first choice and 2 = second choice):

- |  |  |
|--|--|
| <input type="checkbox"/> Alcohol Beverage Control Board      | <input type="checkbox"/> Historical Museum Advisory Board              |
| <input type="checkbox"/> Appearance/Tree Commission          | <input type="checkbox"/> Historic Resources Commission                 |
| <input type="checkbox"/> Canine Review Board                 | <input checked="" type="checkbox"/> Planning Board/Board of Adjustment |
| <input type="checkbox"/> Graham Housing Authority            | <input type="checkbox"/> Recreation Commission                         |
| <input type="checkbox"/> Library Committee (Alamance County) | <input type="checkbox"/> Economic Development & Marketing Committee    |

Note: If you wish to change your selections for desired board(s) and/or commission(s) you will need to file a new application with the City Clerk. Only the most recent application on file will be presented to City Council.

## RELEVANT EXPERIENCE

Current employer/retired: Retired  
Employer address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Job title and description of responsibilities:

Environmental/recycling specialist



Which of the following relevant knowledge, skills, abilities, interest, and/or experiences would you bring to the board(s) or commission(s) to which you are applying (select all that apply):

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> History                        | <input type="checkbox"/> Legal                           | <input checked="" type="checkbox"/> Critical Thinking       |
| <input type="checkbox"/> Architecture                   | <input type="checkbox"/> Graphic Design                  | <input type="checkbox"/> Data Analysis                      |
| <input checked="" type="checkbox"/> Research            | <input checked="" type="checkbox"/> Creativity           | <input type="checkbox"/> Active-Listening                   |
| <input checked="" type="checkbox"/> Program Development | <input type="checkbox"/> Marketing/Social Media          | <input checked="" type="checkbox"/> Effective Communication |
| <input type="checkbox"/> Historical Preservation        | <input type="checkbox"/> Economic Development            | <input type="checkbox"/> Education & Outreach               |
| <input type="checkbox"/> Event Planning                 | <input type="checkbox"/> Community Organizing            | <input checked="" type="checkbox"/> Conflict Resolution     |
| <input type="checkbox"/> Landscape Design               | <input type="checkbox"/> Athletics/Sports                | <input type="checkbox"/> Time Management                    |
| <input type="checkbox"/> Gardener/Arborist              | <input checked="" type="checkbox"/> Problem Solving      | <input type="checkbox"/> Other: _____                       |
| <input type="checkbox"/> Adaptability                   | <input checked="" type="checkbox"/> Interpersonal Skills |   |

Why do you believe you would be an asset to the board(s) and/or commission(s) to which you are applying?

See Paragraph #1

Have you attended a meeting of the board(s) and/or commission(s) for which you are applying?

- Yes  No

Have you met with the chairperson or Staff Liaison of the board(s) and/or commission(s) for which you are applying?

- Yes  No

Additional relevant information:

See Paragraph #2

For City Clerk Use Only  
 Date Received:  
**RECEIVED**  
**JUN 11 2024**  
**CITY OF GRAHAM**

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# VOLUNTEER BOARD & COMMISSION APPLICATION



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Name: Jim Young Email Address: j.k.young@att.net  
 Home Address: \_\_\_\_\_ Mailing Address: 1615 Broadway Dr.  
 City, State, Zip: \_\_\_\_\_ City, State, Zip: Graham, NC 27253  
 Home Phone: 336-263-7251 Alternate Phone: \_\_\_\_\_

Please list the board(s) and/or commissions on which you are currently serving:

Please select up to, two (2) boards and/or commissions from the list below for which you would like to be considered and indicate your preference for each selection (1 = first choice and 2 = second choice):

- |  |   |
|--|---|
| <input type="checkbox"/> Alcohol Beverage Control Board      | <input type="checkbox"/> Historical Museum Advisory Board                             |
| <input type="checkbox"/> Appearance/Tree Commission          | <input checked="" type="checkbox"/> Historic Resources Commission ✓ appointed 7/11/23 |
| <input type="checkbox"/> Canine Review Board                 | <input checked="" type="checkbox"/> Planning Board/Board of Adjustment                |
| <input type="checkbox"/> Graham Housing Authority            | <input type="checkbox"/> Recreation Commission  |
| <input type="checkbox"/> Library Committee (Alamance County) | <input type="checkbox"/> Economic Development & Marketing Committee                   |

Note: If you wish to change your selections for desired board(s) and/or commission(s) you will need to file a new application with the City Clerk. Only the most recent application on file will be presented to City Council.

## RELEVANT EXPERIENCE

Current employer/retired: self employed Salvation Coffee  
 Employer address: 3321 S. Church St. City, State, Zip: Burlington, NC 27215

Job title and description of responsibilities:

President of company. Retail hospitality in coffee baked goods business.

Which of the following relevant knowledge, skills, abilities, interest, and/or experiences would you bring to the board(s) or commission(s) to which you are applying (select all that apply):

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> History                 | <input type="checkbox"/> Legal                             | <input type="checkbox"/> Critical Thinking                  |
| <input type="checkbox"/> Architecture                       | <input type="checkbox"/> Graphic Design                    | <input type="checkbox"/> Data Analysis                      |
| <input type="checkbox"/> Research                           | <input checked="" type="checkbox"/> Creativity             | <input type="checkbox"/> Active-Listening                   |
| <input type="checkbox"/> Program Development                | <input checked="" type="checkbox"/> Marketing/Social Media | <input checked="" type="checkbox"/> Effective Communication |
| <input checked="" type="checkbox"/> Historical Preservation | <input checked="" type="checkbox"/> Economic Development   | <input type="checkbox"/> Education & Outreach               |
| <input checked="" type="checkbox"/> Event Planning          | <input checked="" type="checkbox"/> Community Organizing   | <input type="checkbox"/> Conflict Resolution                |
| <input type="checkbox"/> Landscape Design                   | <input type="checkbox"/> Athletics/Sports                  | <input checked="" type="checkbox"/> Time Management         |
| <input type="checkbox"/> Gardener/Arborist                  | <input checked="" type="checkbox"/> Problem Solving        | <input type="checkbox"/> Other: _____                       |
| <input type="checkbox"/> Adaptability                       | <input checked="" type="checkbox"/> Interpersonal Skills   |   |

Why do you believe you would be an asset to the board(s) and/or commission(s) to which you are applying?

Veteran, serve and volunteer in community events  
 Born in Alamance Co.  
 Lived in Graham for 27+ years.  
 Like historical properties and want to see the downtown preserved.

Have you attended a meeting of the board(s) and/or commission(s) for which you are applying?

- Yes  No

Have you met with the chairperson or Staff Liaison of the board(s) and/or commission(s) for which you are applying?

- Yes  No

Additional relevant information:

For City Clerk Use Only  
Date Received:

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