

**City of Graham**  
**City Council Meeting Agenda**  
**May 12, 2026**



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

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**CALL TO ORDER:** Mayor Chelsea Dickey

**INVOCATION & PLEDGE OF ALLEGIANCE**

- Invocation – Pastor Nick Holloway – Community Baptist Church

**PROCLAMATION:**

- Preservation Alamance – Preservation Month May 2026

**PRESENTATION:**

- Burlington Animal Services – Director Jess Arias

**ADOPTION OF AGENDA:**

**CONSENT AGENDA:**

- A. To approve the minutes of the April 14, 2026, City Council meeting and Closed Session minutes and the April 27, 2026, Special Meeting minutes.
- B. To approve an audit contract for \$33,150, with Stout Stuart McGowen & King, LLP for fiscal year ending June 30, 2026.
- C. To approve a revision to the previously adopted ARPA-Enabled Project Ordinance to include \$65,000 for a salt shed.
- D. To approve a Project Ordinance in the amount of \$2,200,000 for the Home, Banks, Wards, Holt, and Gilbreath Waterline Replacement Project.
- E. To authorize Staff to effectuate a contract with Terracon Consultants, Inc., for the Graham-Mebane Lake spillway repair project.
- F. To approve a five-year contract extension with Motorola Solutions to provide body-worn camera, in-car camera service, and digital video evidence storage. The new contract extends the current service for an additional five years for a total of \$332,011, which will be paid over a five-year period and includes a \$19,179 annual reduction over the previous contract.
- G. To approve a budget amendment in the amount of \$212,660, due to an anticipated cost increase for goods, nearly doubled in certain cases for the following departments: IT (\$122,660), Fire (\$20,000), and Public Works (\$70,460).

- H. To approve a budget amendment recognizing \$7,000 in State Drug Forfeiture revenue.
- I. To approve a budget amendment in the amount of \$61,976 for contracted audit services with Cobb Ezekiel Loy & Company and Stout Stuart McGowen & King.
- J. To approve a budget amendment in the amount of \$27,860 for NeoGov software maintenance and changes to be allocated across applicable expenditure and revenue accounts.
- K. To approve tax releases in the amount of \$18.37.
- L. To approve a resolution in support of the Safe Streets and Roads For All (SS4A) Grant application for planning and demonstration activities.

**PUBLIC HEARINGS:**

**1. ACCESSORY DWELLING UNIT TEXT AMENDMENT**

A public hearing has been continued from the April 14, 2026, City Council meeting to consider approving an amendment to the Development Ordinance for Accessory Dwelling Units.

**2. FUTURE LAND USE PLAN**

A public hearing has been scheduled to review the draft Future Land Use Plan, draft comments from the Planning Board, and to consider approval.

**3. BENCHES - DOWNTOWN**

A public hearing has been scheduled to consider the placement of benches in the downtown area.

**NEW BUSINESS:**

**4. AMEND CODE OF ORDINANCE – PENALTIES – SOLID WASTE ORDINANCE**

City Council will consider an amendment to add penalties for violation of the Solid Waste Ordinance.

First Offense	Written Warning
Second Offense	The applicable penalties shall be outlined in the City’s Rates and Fees schedule on file in the office of the City Clerk.
Third Offense	The applicable penalties shall be outlined in the City’s Rates and Fees schedule on file in the office of the City Clerk. (Container removed until fee paid.)
* Subsequent violations after the third offense will incur the same penalty, until a one-year reset from the first offense.	

If approved, the Fee Schedule would include the chart below, effective July 1, 2026, with the adoption of the new budget.

First Offense	Written Warning
Second Offense	\$50
Third Offense	\$150 (container removed until fee paid)
* Subsequent violations after the third offense will incur the same penalty, until a one-year reset from the first offense	

**5. AMEND CODE OF ORDINANCE – CHAPTER 4 – ANIMALS AND FOWLS - PENALTIES**

City Council will consider an amendment to Chapter 4, Sec. 4-39 and 4-41, to add a criminal penalty in addition to, or in lieu of, such civil penalties or other remedies. A violation of this section shall constitute a Class 3 misdemeanor, pursuant to N.C. G.S. 160A-175 and N.C.G.S. 14-4.

**6. AMEND CODE OF ORDINANCE – TRAFFIC AND VEHICLES - WAGON**

City Council will consider an amendment to Chapter 20 – TRAFFIC AND VEHICLES, Article I., Section 20-21 to remove “wagon” from prohibited motive devices.

**7. AMEND PERSONNEL POLICY – JUNETEENTH HOLIDAY**

City Council will consider an amendment to Section 7-2 of the Personnel Policy to add Juneteenth as an additional holiday for City employees, effective May 13, 2026.

**8. DOWNTOWN SOCIAL DISTRICT DISCUSSION:**

City Council will discuss the potential of adding a social district in downtown.

**9. LEGAL NOTICES VENDOR**

City Council will discuss authorizing staff to utilize The Times News as the primary vendor for legal notices.

**10. ALCOVETS – ANTIQUE CAR SHOW – FOLLOWING ARTS AROUND THE SQUARE**

City Council will consider a request from ALCOVETS to open E. Elm Street at 3:45 p.m. for an antique car show to begin following Arts Around the Square.

**11. FISCAL YEAR 2026 – 2027 BUDGET PRESENTATION:**

City Manager Garner will present the Fiscal Year 2026-2027 Budget Proposal.

**PUBLIC COMMENT PERIOD**

**CITY STAFF COMMENTS**

**CITY COUNCIL COMMENTS**

**ADJOURNMENT**

# City of Graham

## City Council Meeting Minutes

### April 14, 2026



The City Council of the City of Graham held a regularly scheduled meeting on March 10, 2026, at 6:00 p.m. in the Council Chamber, City Hall Municipal Building, 201 South Main Street, Graham, NC.

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

Mayor Chelsea Dickey  
Mayor Pro Tem Ricky Hall  
Council Member Bobby Chin  
Council Member Bonnie Whitaker  
Council Member Jim Young

#### **Staff Present:**

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

**CALL TO ORDER:** Mayor Chelsea Dickey

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

The invocation was given by Pastor Chris Howe, First Baptist Church, and all stood for the Pledge of Allegiance.

**ADD-ON:** Council Member Young asked to add a closed session to the agenda.

Motion by Council Member Young to add a closed session pursuant to N.C.G.S. 143-318.11(a)(6) to discuss a personnel issue, seconded by Council Member Chin. The motion passed unanimously.

#### **ADOPTION OF AGENDA:**

Motion by Council Member Young to adopt the agenda with the add-on, seconded by Council Member Chin. The motion passed unanimously.

#### **PROCLAMATIONS:**

- **Denim Day – Sexual Assault Awareness Month – April 29, 2026**



Mayor Dickey presented a proclamation declaring April 29, 2026, as Denim Day in recognition of Sexual Assault Awareness Month. Cross Roads employees and volunteers received the proclamation. Mayor Dickey encouraged all residents, employees, and community members to wear denim, support survivors, and participate in activities that promote awareness, prevention, and respect for all.

- **Litter Sweep – April 15 - 25, 2026**

Mayor Dickey presented a proclamation declaring April 15 – 25, 2026, as Litter Sweep in the City of Graham and urged all residents to support efforts to protect and enhance the appearance of our City by reducing litter.

- **Arbor Day – April 24, 2026**



Mayor Dickey presented a proclamation declaring April 24, 2026, as Arbor Day in the City of Graham. Zipporah Clark-Baldwin received the proclamation on behalf of the Appearance Commission. Mayor Dickey challenged all citizens to celebrate Arbor Day and support efforts to protect our trees and woodlands.

### RECOGNITION:

- **Jay Cook – 2025 Volunteer of the Year**



Mayor Dickey recognized Jay Cook as the 2025 Volunteer of the Year by the Graham Recreation and Parks Department for his outstanding efforts and dedication in making Graham a better place to live and play.

### PRESENTATION:

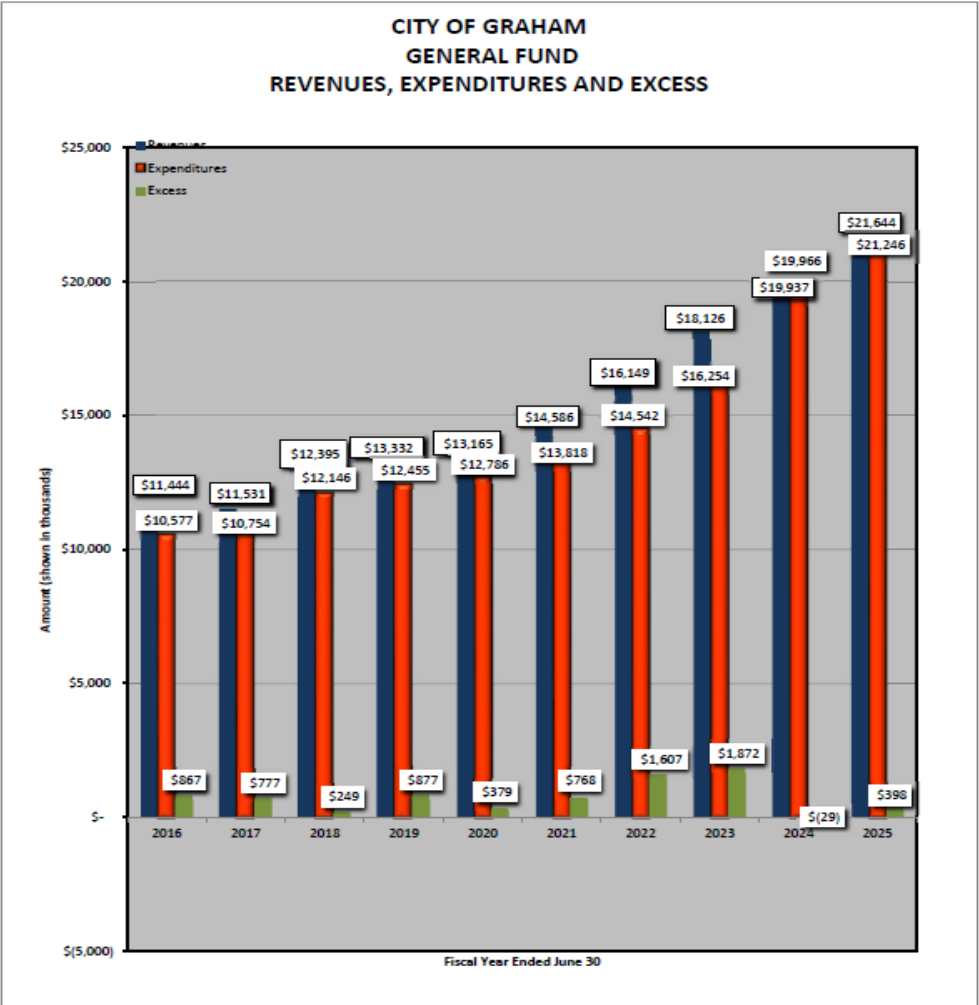
- **2025-2026 Audit - Patricia Rhodes, Stout Stuart McGowen & King**

Mayor Dickey introduced Patricia Rhodes, Stout, Stuart, McGowen, and King, LLP. Ms. Rhodes introduced Joey Purgoson, of Stout, Stuart, McGowen, and King, and Becky Loy of Cobb Ezekiel Loy & Company. Ms. Rhodes stated that they were independent auditors for the City of Graham and reminded Council that they work for the Council and work with the staff. She shared Ms. Loy worked with City staff to streamline the year-end processes and financial statement preparations. She stated that Ms. Loy’s firm also assisted with accounting matters during the year. Ms. Rhodes stated the audit had been completed for the fiscal year ending June 30, 2025, and that it had submitted it to the Local Government Commission, but had not received approval, so they are unable to officially release the financial

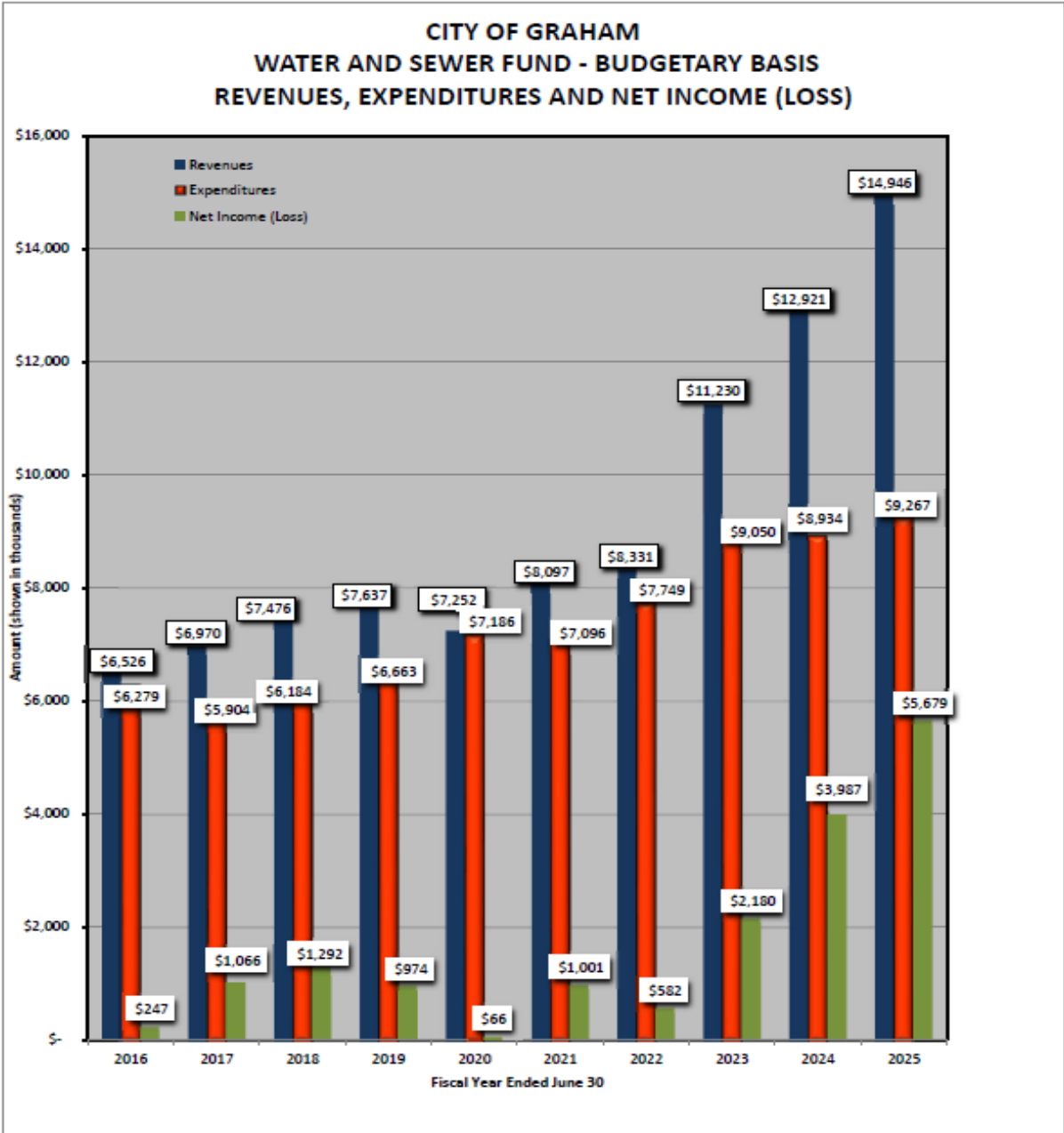
statements. She noted the opinion letter stated that the preparation of the financial statements was the responsibility of management. The expression of an opinion on the financial statements based on the audit was the responsibility of the auditor. The financial statements were prepared in accordance with generally accepted accounting principles, and the audit was conducted in accordance with generally accepted auditing standards.

Ms. Rhodes stated the audit firm was rendering an unmodified opinion on the financial statements, which was the best and cleanest opinion awarded. She stated there were a few changes from the prior year, mainly due to the adoption of Governmental Accounting Standards Board Pronouncement #101, Compensated Absences, and #102, Certain Risk Disclosures. She shared that sick leave was added to the calculations of compensated absences in the accrual, and the City also accrues vacation leave, but added sick leave. She said this addition added to the liability of the Statement of Net Position for the City, which was a required adoption.

Ms. Rhodes noted the Management’s Discussion and Analysis was an overall summary of a very detailed report. She stated the net position for the City as of June 30, 2025, was \$169,006,297. She shared the City’s net position increased during the year by \$30,369,000. She noted the available General Fund was \$13,240,000, which was 62% of the total General Fund expenditures, which was a healthy percentage compared to similar-sized cities. The City had a fund balance policy where the fund must stay at 30% or more. She also shared that the debt decreased by \$638,000.



Ms. Rhodes shared that the General Fund Revenue increased from the prior year of over \$1,700,000. The tax revenue increase was a little over \$620,000, and sales tax revenue increased a little over \$640,000. She shared those expenditures increased by about \$1.3 million, and there was an increase in the fund balance of \$1,132,000. She noted the tax collection rate remained high at 98.39%.



Ms. Rhodes reported the Water and Sewer Fund’s total revenues increased by \$2 million, reflected by the rate increase of 9.5%. She noted the expenditures decreased overall by \$116,000. The total expenditures increased by \$330,000 from the prior year. The revenues exceeded the expenditures by \$5.7 million.

CITY OF GRAHAM JUNE 30, 2025					
	2025	2024	2023	Increase/ Decrease	Percentage (%)
<b>General Fund</b>					
Cash and Investments	14,534	13,656	14,480	878	6%
Accounts Receivable	4,274	3,983	2,713	291	7%
Prepaid Expenses	34	18	-	16	100%
Accounts Payable	1,161	1,012	901	149	15%
Deferred Inflows (Revenues)	294	324	266	(30)	-9%
Unearned Revenue	133	199	220	(66)	-33%
Fund Balance	17,254	16,122	15,806	1,132	7%
Operating Expenses Per Day (Actual)	58,209	54,703	44,531	3,506	6%
Number of Days Available in Cash and Investments Less Current Liabilities	230	231	305	(1)	-1%
<b>Water and Sewer</b>					
Cash and Investments	18,455	6,656	10,158	11,799	177%
Restricted Assets	2,741	1,368	1,103	1,373	100%
Accounts Receivable	1,919	2,089	1,531	(170)	-8%
Fixed Assets	126,362	99,930	58,781	26,432	26%
Liabilities	15,133	10,706	10,577	4,427	41%
Net Position	142,284	111,836	67,357	30,448	27%
Operating Expenses Per Day (Actual)	27,598	25,566	23,927	2,032	8%
Number of Days Available in Cash and Investments Less Current Liabilities	467	183	361	284	155%
<b>Graham Memorial Park</b>					
Cash and Investments	2,959	2,839	2,706	120	4%
Accounts Receivable	4	3	3	1	33%
Fund Balance	2,963	2,842	2,709	121	4%
<b>City-Wide Net Assets - Full Accrual Basis</b>					
Cash and Investments	35,695	23,138	27,329	12,557	54%
Restricted Cash	4,734	5,028	5,903	(294)	-6%
Other Assets and Deferred Outflows	19,121	24,485	17,110	(5,364)	-22%
Capital Assets	153,346	126,250	78,273	27,096	21%
Less - Total Liabilities and Deferred Inflows	43,890	34,569	37,937	9,321	27%
Net Position	169,006	144,332	90,678	24,674	17%

Ms. Rhodes shared the City's daily operating expenses are \$58,209. The number of days available in cash and investments, minus any current liabilities, is 230 days. For the Water and Sewer Fund, the daily operating expenses are \$27,598, and the number of days available cash, minus current liabilities, is 467 days. The overall cash for the City was a little over \$40 million, which was cash investments and restricted cash. The net position for the City was a little over \$169 million.

Ms. Rhodes concluded the presentation with a letter to the Council, as required by her firm's professional standards, which highlighted key points to the Council. She summarized the letter, informing the Council that the auditors had no issues communicating or performing their duties. She stated they had no difficulties or disagreements with management. She shared that the second letter was a management letter reporting any significant deficiencies. She said the City expended \$2,101, \$8,272, and \$30,113 more than the appropriated annual budget ordinance in three departments. She said that was not a lot of money, and management had already addressed the matter, and the procedures had been put in place to prevent future occurrences. She shared there were no prior year audit findings to be corrected.

Ms. Rhodes stated 2025 had been extremely busy with several water and sewer capital projects that are still in progress, the Waste-Water Treatment Plant upgrade that should be completed this year, winding down was the Boyd Creek Pump Station and the Old Fields Outfall, and lastly getting started on the 10-inch water line replacement. She thanked the Council for allowing them to continue auditing the City of Graham and also thanked City staff for their assistance throughout the audit process.

- **City of Graham Appearance Commission**

Zipporah Clark-Baldwin, Chair, and Cheryl Ray, Vice Chair of the Appearance Commission/Tree Board gave the following update:

Ms. Ray shared the Commission's initiatives are aimed at recognizing and supporting beautification efforts across the City. They honor residents and business owners through the Residential and Business Beautification Awards, recognizing those who make meaningful improvements to their properties.

The Commission administers the Business Beautification Grant Program, which provides matching funds to local businesses for exterior improvements that contribute to the visual appeal of the City.

**Highlights from the Past Year:**

Business Beautification Grants: Over the past year, roughly \$14,989.44 in grant funding was approved and distributed to local businesses. These grants match private investment (up to \$5,000 per project) to support exterior upgrades.

**Notable improvements included:**

Repainting of the historic “Hotel” mural  
Façade enhancements to downtown buildings  
New and improved awnings

**Holiday Business Window Decoration Contest**

1st Place: Whit’s Custard  
2nd Place: Things Above  
3rd Place: Skid’s II

Awarded Residential Beautification Awards

Downtown Beautification efforts, such as seasonal fall decorations placed throughout downtown.

**Upcoming Goals:**

- Organize a citywide litter clean-up during Fall 2026
- Initiate partnership discussions with New Leaf Society to expand beautification efforts
- Start conversations with New Leaf Society for a possible partnership and project opportunities that can continue to support the overall goal of enhancing the City’s appearance.
- Explore designation as a Bee City USA community to support pollinators and native

- plant initiatives
- Improve and streamline the Residential Appearance Award nomination process to increase community participation
- Revive the Business Appearance Award program to recognize outstanding commercial properties

**Long-Term Goals**

- Develop and implement a Wayfinding Signage Project
- Expand city branding through flags and cohesive signage
- Install hanging floral baskets throughout key areas of the city

Arbor Day Celebration at Bill Cooke Park on April 24, 2026 – 10:00 am – 11:00 am.

**CONSENT AGENDA:**

- A. To approve the minutes of the March 10, 2026 City Council meeting and Closed Session.
- B. To approve a street closure of the 100 block of E. Elm Street for The Big C Community Christian Concert on Saturday, April 25, 2026, from 7:00 a.m. to 8:00 p.m.
- C. To adopt a resolution approving the Water Service Utility contract with the Town of Green Level.

**RESOLUTION APPROVING WATER SERVICE UTILITY CONTRACT WITH THE TOWN OF GREEN LEVEL**

**WHEREAS**, the City of Graham and the Town of Green Level engaged in a water service utility contract in October 2003;

**WHEREAS**, the prior contract expired in 2023;

**WHEREAS**, the Town of Green Level represents one of the largest demand users for the City of Graham and thus a major source of revenue for the Water/Sewer Fund;

**WHEREAS**, it is the desire of the City of Graham to continue this relationship for an additional term of 10 years.

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

The City of Graham approves the water service utility contract with the Town of Green Level for the sale of water in accordance with the provisions of the said contract.

**BE IT FURTHER RESOLVED THAT** the Mayor and City Clerk are hereby authorized to execute the contract on behalf of the City.

Adopted this 14<sup>th</sup> day of April 2026.

- D. To approve a Utility Interlocal Agreement between the Town of Swepsonville and Alamance County in support of the County installing a water line.

- E. To approve a resolution authorizing the conveyance of excess asphalt millings to the Alamance County Landfill pursuant to North Carolina General Statute 160A-274 due to the City's recent repaving efforts and generating excess asphalt millings.

**RESOLUTION AUTHORIZING CONVEYANCE OF EXCESS ASPHALT MILLINGS TO ALAMANCE COUNTY LANDFILL PURSUANT TO G.S. 160A-274**

**WHEREAS**, the City of Graham has generated excess millings from recent repaving projects, and

**WHEREAS**, the above-referenced millings have been declared surplus due to lack of usefulness for other purposes, and

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

**WHEREAS**, the City of Graham has determined that it is in the best interest of the city to convey these excess asphalt millings to the Alamance County Landfill and deems it wise to do so for no consideration; and

**WHEREAS**, the City of Graham has determined that donating these millings to the Alamance County Landfill will continue to provide a public benefit.

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

1. The City of Graham hereby conveys excess asphalt millings to the Alamance County Landfill.
2. The property herein described shall be conveyed for consideration of continued public benefit.
3. The City Manager, Finance Officer, and City Clerk are authorized to execute all documents necessary to convey the property as this Resolution authorizes.

**Adopted this 14<sup>th</sup> day of April 2026.**

- F. To approve a resolution for Graham-Mebane Water Treatment Plant Reliability Improvements Construction Project funding application to perform additional improvements.

**RESOLUTION BY THE GOVERNING BODY OF APPLICANT**

**WHEREAS**, the City of Graham has need for and intends to perform a Drinking Water Construction Project described as Graham-Mebane WTP Reliability Improvements, and

**WHEREAS**, the City of Graham has need for and intends to perform a Drinking Water Construction Project described as Graham-Mebane WTP Reliability Improvements, and

**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 14th day of April 2026 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 14th day of April 2026; 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 14th day of April 2026.

- G.** To approve a resolution authorizing a request to the State of North Carolina for the City of Graham to convert 3.88 acres at Graham Regional Park from recreational use to be used as a future site for a fire station, and that the City shall purchase 10.2 acres located at 1771 North Jim Minor to replace the acreage taken out of recreational use.

**A RESOLUTION AUTHORIZING CONVERSION OF A NORTH CAROLINA PARKS AND RECREATION TRUST FUND GRANT SITE**

**WHEREAS**, the CITY of GRAHAM, NC received a N.C. Parks and Recreation Trust Fund (PARTF) grant in 2011, (#660) from the North Carolina Department of Natural and Cultural Resources (DNCR) to assist in the acquisition of 115.597 acres for Graham Regional Park; and

**WHEREAS**, in accordance with the grant criteria of PARTF, a declaration of restrictions was recorded in the County of ALAMANCE Registry restricting the use of the 115.597 acres to public recreation; and

**WHEREAS**, the CITY of GRAHAM, NC has reviewed and considered public comments and subsequently approves the reason(s) for a conversion such that the land will no longer meet the PARTF grant criteria; and

**WHEREAS**, the governing body of the CITY of GRAHAM, NC hereby determines that it is necessary and in the public interest to convert 3.88 acres of land to non-recreation use and to provide at least equivalent valued replacement land; and

**WHEREAS**, the CITY of GRAHAM, NC, upon approval by the North Carolina Department of Natural and Cultural Resources, has selected 10.2 acres currently owned by Tom and Linda Stewart as replacement property for the PARTF grant, which will include a declaration of restrictions to be recorded in the County of ALAMANCE Registry:

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GRAHAM, NC, THAT:**

1. The CITY of GRAHAM, NC, requests to convert the use of 3.88 acres at 1575 North Jim Minor Road, Haw River, NC, and requests DNCR’s approval to release the declaration of restrictions recorded in Deed Book 3102, Page 385-390, County of ALAMANCE Registry.
2. The CITY of GRAHAM, NC shall provide at least equivalent valued replacement property of approximately 10.2 acres, located at 1771 North Jim Minor Road, Haw River, NC and adjacent to Graham Regional Park on the eastern border, having PIN # 152551 and upon approval by DNCR shall record a declaration of restrictions on that approximate 10.2-acre portion of the property restricting its use to public recreation in perpetuity.

**Adopted this 14<sup>th</sup> day of April 2026.**

- H.** To approve a resolution awarding a police badge and service sidearm to Sergeant Crystal Sharpe O’Neal, who recently retired with 25 years of service.

**RESOLUTION AWARDING POLICE BADGE AND SERVICE SIDE ARM TO SERGEANT CRYSTAL SHARPE O’NEAL**

**WHEREAS**, Crystal Sharpe O’Neal was an employee of the City of Graham as a member of the Graham Police Department for 25years;

**WHEREAS**, N.C.G.S. 20-187.2 permits the awarding of badges and service side arms of deceased or retiring members of State, City, and County Law Enforcement agencies.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GRAHAM, NORTH CAROLINA THAT:** The City of Graham does hereby award the service side arm and badge to Crystal Sharpe O’Neal for her many years of service to the City of Graham upon securing the necessary permit(s) according to G.S. 14-402 and receipt of one dollar (\$1.00).

**Adopted this the 14<sup>th</sup> day of April, 2026.**

- I.** To approve the intent to purchase a DuraPack Python 28-year body mounted on a 2026 Kenworth L770 Chassis to replace a 2007 sanitation truck.

**RESOLUTION OF INTENT TO PURCHASE A DURAPACK PYTHON 28-YARD BODY MOUNTED ON A 2026 KENWORTH L770 CHASSIS**

**WHEREAS**, The City of Graham has a need to purchase a new sanitation truck to continue providing top-quality service to our citizens; and

**WHEREAS**, the proposed new truck will be replacing a 2007 sanitation truck, which will be sold via an approved surplus method; and

**WHEREAS**, due to upcoming changes expected regarding emissions, the City will receive significant cost savings if it orders before July 1, 2026; and

**WHEREAS**, the cost of a new truck is anticipated not to exceed \$395,500, assuming the City locks in before July 1, 2026; and

**WHEREAS**, the City of Graham may purchase the sanitation apparatus in accordance with N.C.G.S. 143-129(e)(6), which authorizes “Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration.”;

**WHEREAS**, the City of Graham has standardized Peterbilt with the last two sanitation trucks that were purchased; and

**WHEREAS**, the City of Graham will include payment, either in full or debt service via financing, for the sanitation truck in the upcoming Fiscal Year 2026-2027 budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Graham City Council approves this intent to purchase a DuraPack Python 28-yard body mounted on a 2026 Kenworth L770 chassis.

Adopted this the 14<sup>th</sup> day of April 2026.

- J.** To approve a budget amendment for \$60,000 for the Garage Department due to two winter storm events, an unexpected retirement, an increase in fuel prices, and costly repairs.

CITY OF GRAHAM					
BUDGET AMENDMENT ORDINANCE					
2025-2026					
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM THAT					
THE 2025 - 2026 BUDGET ORDINANCE SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:					
<b>Section 1.</b>					
<b>EXPENDITURES</b>					
DEPARTMENT/ACCOUNT	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
City Garage - Salaries & Wages	296,000.00	343,500.00	47,500.00		47,500.00
City Garage - FICA	23,500.00	26,770.00	3,270.00		3,270.00
City Garage - Retirement Expense	43,000.00	51,500.00	8,500.00		8,500.00
City Garage - Supplemental Retirement	15,000.00	15,730.00	730.00		730.00
	<u>377,500.00</u>	<u>437,500.00</u>	<u>60,000.00</u>	<u>-</u>	<u>60,000.00</u>
<b>Section 2.</b>					
<b>REVENUES</b>					
	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Prior Year Taxes	\$50,000.00	\$110,000.00	60,000.00		\$60,000.00
	<u>\$50,000.00</u>	<u>\$110,000.00</u>	<u>60,000.00</u>	<u>-</u>	<u>60,000.00</u>

**K.** To approve a budget amendment for \$38,000 for the Sanitation Department due to an increase in fuel prices, unexpected repairs, and an increase in the cost of recycling/trash carts.

CITY OF GRAHAM					
BUDGET AMENDMENT ORDINANCE					
2025-2026					
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM THAT					
THE 2025 - 2026 BUDGET ORDINANCE SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:					
<b>Section 1.</b>					
<b>EXPENDITURES</b>					
DEPARTMENT/ACCOUNT	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Sanitation - Vehicle & Fuel	65,000.00	103,000.00	38,000.00		38,000.00
	<u>\$65,000.00</u>	<u>\$103,000.00</u>	<u>\$38,000.00</u>	<u>\$0.00</u>	<u>\$38,000.00</u>
<b>Section 2.</b>					
<b>REVENUES</b>					
	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Prior Year Taxes	50,000.00	88,000.00	38,000.00		38,000.00
	<u>\$50,000.00</u>	<u>\$88,000.00</u>	<u>\$38,000.00</u>	<u>\$0.00</u>	<u>\$38,000.00</u>
Adopted this 14th day of April 2026.					

**L.** To approve a budget amendment for \$15,279 for the purchase of buoys to be placed on Graham-Mebane Lake.

CITY OF GRAHAM					
BUDGET AMENDMENT ORDINANCE					
2025-2026					
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM THAT					
THE 2025 - 2026 BUDGET ORDINANCE SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:					
<b>Section 1.</b>					
<b>EXPENDITURES</b>					
DEPARTMENT/ACCOUNT	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Graham Mebane Lake - Maintenance & Repair Equipmer	900.00	16,179.00	15,279.00		15,279.00
	<u>900.00</u>	<u>16,179.00</u>	<u>15,279.00</u>	<u>-</u>	<u>15,279.00</u>
<b>Section 2.</b>					
<b>REVENUES</b>					
	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Mebane Lake Revenue	\$65,000.00	\$80,279.00	15,279.00		\$15,279.00
	<u>\$65,000.00</u>	<u>\$80,279.00</u>	<u>15,279.00</u>	<u>-</u>	<u>15,279.00</u>
Adopted this 14th day of April 2026.					

- M. To approve a budget amendment for \$82,530, comprised of Non-Departmental Professional Services (\$34,430) and Non-Departmental Contracted Services (\$48,100).

CITY OF GRAHAM					
BUDGET AMENDMENT ORDINANCE					
2025-2026					
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM THAT					
THE 2025 - 2026 BUDGET ORDINANCE SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:					
<b>Section 1.</b>					
<b>EXPENDITURES</b>					
DEPARTMENT/ACCOUNT	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Non Department - Professional Services	145,000.00	179,430.00	34,430.00		34,430.00
Non Department - Contracted Services	20,000.00	68,100.00	48,100.00		48,100.00
	<b>165,000.00</b>	<b>247,530.00</b>	<b>82,530.00</b>	-	<b>82,530.00</b>
<b>Section 2.</b>					
<b>REVENUES</b>					
	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Current Year Tax	\$7,614,050.00	\$7,696,580.00	82,530.00		\$82,530.00
	<b>\$7,614,050.00</b>	<b>\$7,696,580.00</b>	<b>82,530.00</b>	-	<b>82,530.00</b>
Adopted this 14th day of April 2026.					

- N. To approve a budget amendment for \$10,000 for the Land Development Plan Update, Inspections Professional Services.

CITY OF GRAHAM					
BUDGET AMENDMENT ORDINANCE					
2025-2026					
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM THAT					
THE 2025 - 2026 BUDGET ORDINANCE SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:					
<b>Section 1.</b>					
<b>EXPENDITURES</b>					
DEPARTMENT/ACCOUNT	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Inspections - Professional Services	3,000.00	13,000.00	10,000.00		10,000.00
	<b>3,000.00</b>	<b>13,000.00</b>	<b>10,000.00</b>	-	<b>10,000.00</b>
<b>Section 2.</b>					
<b>REVENUES</b>					
	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Current Year Tax	\$7,614,050.00	\$7,624,050.00	10,000.00		\$10,000.00
	<b>\$7,614,050.00</b>	<b>\$7,624,050.00</b>	<b>10,000.00</b>	-	<b>10,000.00</b>
Adopted this 14th day of April 2026.					

- O. To approve a budget amendment for \$2,460 for the purchase of sponsor banners to be displayed at Graham Recreation and Park Department facilities and events, and \$1,341 for the purchase of marketing materials and archival supplies to store photographs at the Graham Historical Museum.

2025-2026					
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM THAT					
THE 2025 - 2026 BUDGET ORDINANCE SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:					
<b>Section 1.</b>					
<b>EXPENDITURES</b>					
DEPARTMENT/ACCOUNT	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Recreation - Supplies and Materials	8,000.00	10,460.00	2,460.00		2,460.00
Recreation - Miscellaneous Expense	7,000.00	8,341.00	1,341.00		1,341.00
	<b>15,000.00</b>	<b>18,801.00</b>	<b>3,801.00</b>	-	<b>3,801.00</b>
<b>Section 2.</b>					
<b>REVENUES</b>					
	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Recreation Donations	\$3,500.00	\$5,960.00	2,460.00		\$2,460.00
Current Year Tax	\$7,614,050.00	\$7,615,391.00	1,341.00		\$1,341.00
	<b>\$7,617,550.00</b>	<b>\$7,621,351.00</b>	<b>3,801.00</b>	-	<b>3,801.00</b>
Adopted this 14th day of April 2026.					

- P. To approve a budget amendment for \$36,612 in surplus vehicles auction proceeds revenue and to increase the Police Department Capital Outlay Equipment budget by \$36,612.

CITY OF GRAHAM					
BUDGET AMENDMENT ORDINANCE					
2025-2026					
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM THAT					
THE 2025 - 2026 BUDGET ORDINANCE SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:					
<b>Section 1.</b>					
<b>EXPENDITURES</b>					
DEPARTMENT/ACCOUNT	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Police - Capital Outlay Equipment	125,000.00	161,612.00	36,612.00		36,612.00
	<u>125,000.00</u>	<u>161,612.00</u>	<u>36,612.00</u>	<u>-</u>	<u>36,612.00</u>
<b>Section 2.</b>					
<b>REVENUES</b>					
	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Sales of Surplus Property	\$10,000.00	\$46,612.00	36,612.00		\$36,612.00
	<u>\$10,000.00</u>	<u>\$46,612.00</u>	<u>36,612.00</u>	<u>-</u>	<u>\$36,612.00</u>
Adopted this 14th day of April 2026.					

- Q. To approve a budget amendment for \$410,893.36 for FEMA funding reimbursement related to the Tropical Storm to be placed in the Utilities Fund.

2025-2026					
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM THAT					
THE 2025 - 2026 BUDGET ORDINANCE SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:					
<b>Section 1.</b>					
<b>EXPENDITURES</b>					
DEPARTMENT/ACCOUNT	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Maintenance and Lift Stations - Capital Outlay Equipmer	236,813.00	271,813.00	35,000.00		35,000.00
Water Treatment Plant - Professional Services	125,000.00	215,000.00	90,000.00		90,000.00
Wastewater Treatment Plant - Capital Outlay Equipment	1,363,323.00	1,599,217.00	235,894.00		235,894.00
	<u>1,725,136.00</u>	<u>2,086,030.00</u>	<u>360,894.00</u>	<u>-</u>	<u>360,894.00</u>
<b>Section 2.</b>					
<b>REVENUES</b>					
	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
FEMA Revenue	\$86,813.00	\$447,707.00	360,894.00		\$360,894.00
	<u>\$86,813.00</u>	<u>\$447,707.00</u>	<u>360,894.00</u>	<u>-</u>	<u>\$360,894.00</u>
Adopted this 14th day of April 2026.					

Motion by Mayor Pro Tem Hall to approve the consent agenda with the correction to the minutes, seconded by Council Member Young. The motion passed unanimously.

**OLD BUSINESS:**

**ITEM 1: ACTA FUNDING**

City Council considered a request of \$6,500 from the Alamance County Transportation Authority to help fund the increased ridership.

City Manager Garner stated at last month’s meeting Peter Murphy came before the City Council and asked them to consider \$6,500 in funding. She asked that Council also consider other funding requests from outside organizations that are similar to ACTA. She stated that LINK Transit had made a budget request in the amount of \$22,000, and United Way had requested budget funds from \$10,000 to \$15,000.

She stated these are organizations that the City had not funded in the past, but would fund anything lawful that the City Council directed.

Mayor Pro Tem Hall stated that he serves on the ACTA Board and that maybe he should step down from consideration of this item.

Mayor Dickey asked if Mayor Pro Tem Hall had any financial gain by voting.

The consensus of the Council was that he did not need to recuse himself.

Mayor Dickey proposed that we fund ACTA. She stated it was imperative to the community to be able to rely on some sort of transportation.

Council Member Whitaker stated the citizens of Graham would benefit from the services and should be considered.

Motion by Council Member Young to approve the ACTA funding request of \$6,500, seconded by Council Member Whitaker. The motion passed unanimously.

City Manager Garner stated the United Way asked that VITA, Volunteer Income Tax Assistance Program, be funded in the amount of \$12,000.

Mayor Dickey stated LINK Transit was requesting \$22,000 for a pilot project, but did not know the impact it would have on the community.

## **ITEM 2: NEW DOWNTOWN PARK UPDATE**

City Staff updated the Council on the progress of the new downtown park.

Assistant City Manager Holland shared they had received two bids, but because they did not meet the three-bid threshold, they were unable to open them. He stated the request was sent to readvertise for seven days, and next Thursday, April 23, 2026 at 2:00 p.m., the bids would be opened.

Council Member Young asked if this would jeopardize the timeline for the grant money.

Assistant City Manager Holland stated the timeline for staff was to have that money spent, but it does not hurt to wait until next week, because of having the soil test done at the West Elm Street location.

Mayor Dickey stated that we do not know what will be in the bids and that Council was gambling with the grant money, pushing it out, and asked that the grant funds be reallocated for repaving. She stated losing the grant funds would not be a good look to the State.

Assistant City Manager Holland stated that waiting and opening the bids would not hurt us. He stated after the bids were opened, there would need to be a special meeting scheduled to consider the bids.

## **PUBLIC HEARINGS:**

## **ITEM 3: DEVELOPMENT ORDINANCE AMENDMENT – ACCESSORY DWELLING UNITS**

A public hearing had been set to consider approving an amendment to the Development Ordinance for Accessory Dwelling Units.

Assistant City Manager Holland stated a resident had approached the City Council regarding a potential amendment to the City's ordinance that would allow for Accessory Dwelling Units, and currently, it did not speak to allowing these units. He stated Council directed staff to draft language addressing Accessory Dwelling Units and Planning Board recommended approval of the amendment with the revisions of dropping the maximum square footage for attached and detached ADU's from 1,600 to 1,200 square feet, require a minimum lot size of 20,000 square feet to allow for and ADU, and allow ADU's to be served off of existing private connections to the primary dwelling if capacity allows it. He stated if the Council allowed dwelling units, there would need to be a fee schedule change to charge a fee for garbage and recycling due to two living quarters.

The public hearing was opened, and there were no comments.

Motion by Mayor Pro Tem Hall to close the public hearing, seconded by Council Member Young. The motion passed unanimously.

Council Member Whitaker stated she had reservations and that several years ago, when it was discussed, ADUs would best be done by special request. She voiced concerns about how this could affect surrounding homes. She stated she was against it but would be fine tabling the item until the person who requested an ADU could be present.

Council Member Chin stated that the legislators were looking at ADUs and would be hesitant to approve one locally, and the state could pass something different than what was proposed.

Council Member Young stated Elon had allowed it and then turned around and stopped. He stated he thought they were great, but would like to table it until we hear what the State decides.

Mayor Pro Tem Hall stated he was opposed to it and thought it could mess up a lot of subdivisions.

Mayor Dickey stated it would be a great opportunity and would give a more diverse opportunity if done right, and agreed it should be tabled until next month's meeting.

Motion by Mayor Dickey to table this to next month's meeting, May 12, 2026.

City Attorney Ward stated to table the meeting, the public hearing must be reopened.

Motion by Mayor Dickey to reopen the public hearing, seconded by Mayor Pro Tem Hall. The motion passed unanimously.

Motion by Mayor Dickey to table this item to the May 12, 2026, Council meeting, seconded by Council Member Chin. The motion passed unanimously.

#### **ITEM 4: ADOPTION – FUTURE LAND USE PLAN**

A public hearing has been set to consider adopting the Future Land Use Plan.

Assistant City Manager Holland stated Staff recommended this item be tabled to the May 12, 2026, City Council meeting. He stated they reached out to the Council of Government to have a representative who helped work on the plan to assist in presenting it.

Motion by Mayor Pro Tem Hall to table this item to the May 12, 2026, Council meeting, seconded by Council Member Young. The motion passed unanimously.

#### **ITEM 5: PERMANENT STREET CLOSING – WILTON DRIVE**

A public hearing was scheduled to consider a resolution ordering the permanent closure of Wilton Drive.

Assistant City Manager Holland stated this was a request to approve a resolution to permanently close the unopened section of Wilton Drive. He stated KC Rentals, LLC, was requesting the removal of a proposed roadway that abuts their land on the east and west right-of-way (ROW) of Wilton Drive, as shown and described in the attached plat. This ROW exists only on a plat and has not been constructed.

The public hearing was opened, and the following persons spoke:

Kathy Ward, 214 Aloha Drive, Graham, said they did not understand what road they were talking about closing.

Assistant City Manager Holland stated it was a section of road not on the ground; it was on paper only.

Kristen Foust, KC Rentals, South Hwy 62, Burlington, stated they were asking for the continuation of Wilton Street where the asphalt ends, and there will be a turnaround constructed. She stated that right now, it was a dedicated City right-of-way. She stated they were asking the City to remove the right-of-way so they can construct the turnaround. The street would then be turned over to the City.

Anita Hunter, 215 Wilton Drive, spoke in opposition to closing the right-of-way due to the traffic, and the neighbors have nowhere to park but on the street.

Mayor Pro Tem Hall stated the request was to abandon the right-of-way.

Chris Foust, 4990 South Hwy 62, stated they would be constructing a turnaround, a new water line for everyone, and a non-existent fire hydrant.

Kathy Ward, 214, Aloha Drive, asked what happens when the water and sewer line is constructed, and the Wilton Road is torn up, what happens to the neighbors on that road. She shared there was nowhere to park but on the street.

Mr. Jim Lautenslager, 215 Wilton Drive, spoke in opposition due to the traffic and cars parking on both sides of the street, no one can get through. He shared that the field floods, and if they build on it, the water will go into his yard.

Motion by Mayor Pro Tem Hall to close the public hearing, seconded by Council Member Chin. The motion passed unanimously.

Mayor Dickey stated the houses would be built, and they need a way to connect. She stated there are

many other issues to work through, and they need a way for cars to come from the new house onto Wilton. She stated that either the City of Graham pays for it or the developer pays for it, and that made it an easier decision to give them this piece of property to build the turnaround. She said this one piece to move Wilton's right-of-way to be permanently closed would be her recommendation.

Council Member Whitaker stated she knows the neighbors do not want the house, but it was zoned, and it would be built.

Council Member Young stated that those were his people and he was sticking with them.

Mayor Pro Tem Hall to approve the road closure, seconded by Council Member Chin. The motion passed 3-2. Nays were Council Members Whitaker and Young.

## **NEW BUSINESS:**

### **ITEM 6: STREET CLOSURE – 9/11 COMMEMORATIVE 5K ROUTE**

City Council will consider supporting the closure of Maple Street and W. Interstate Service Road for the amended 9/11 Commemorative 5K route on Saturday, September 12, 2026, from 6:00 a.m. to 11:30 a.m.

Assistant City Manager Holland stated the 9/11 event was previously approved by City Council, and since then, the organizers have changed the route and asked Council to approve the event so they can make a request to NCDOT for a road closing approval.

Motion by Mayor Pro Tem Hall to approve the event, seconded by Council Member Young. The motion passed unanimously.

### **ITEM 7: BOARDS AND COMMISSIONS ORDINANCE UPDATE**

City Council considered approving amendments to the Boards and Commissions Ordinance.

Assistant City Manager Holland stated that Council asked Staff to review the Boards and Commission Ordinance that was approved in 2019 by a task force commissioned by the Council. He stated there are changes staff made reflecting board composition changes, background checks for new and re-appointed members, and ethics policy requirements. He asked if Council had any other changes.

Council Member Whitaker asked about changing how long a person could serve due to having issues with getting people to serve.

Mayor Dickey stated that there had been an uptick in applicants.

Council Member Whitaker said that was just this time; the past has not been indicative of the number of applicants.

Council Member Young and Mayor Pro Tem Hall both agreed with Council Member Whitaker.

Mayor Dickey asked about members serving on more than one board. She asked if they wanted to continue having members serve on no more than two boards or just one.

Council Members Whitaker, Young, and Hall served on two boards.

Motion by Council Member Whitaker to approve the amendments to the Boards and Commissions Ordinance with the exception of Section 2, Item C, Members shall be able to serve for not more than three consecutive terms, be stricken, as well as the 12-month hiatus, seconded by Mayor Pro Tem Hall. The motion passed unanimously.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAHAM, AMENDING  
VARIOUS SECTIONS RELATED TO BOARDS AND COMMISSIONS OF THE CODE OF  
ORDINANCES OF THE CITY OF GRAHAM, NORTH CAROLINA**

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

**Sec. 1.** That CHAPTER 2, ARTICLE II, DIVISION 3- BOARDS AND COMMISSIONS of the Code of Ordinances of Graham, North Carolina, is hereby amended with the addition of the following sections, to read as follows:

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**Sec. 2. \_\_ Applicability**

The provisions of this division shall apply to each board and commission created and appointed by the City Council. Provisions unique to a specific board or commission may be provided for in this or other ordinance applicable to said board or commission.

**Sec. 2. . \_\_Nominations to office; Term.**

Except where a specific provision is made for the creation or term of office of a board or commission by ordinance requiring an exception to this section or by laws of the State or the United States:

- (a) The city council shall appoint all members and alternates of boards and commissions;
- (b) The term of office of such members and alternates shall be three (3) years, with original appointments to provide for the expiration of less than half of the members each year;
- (c) Provided applicants are not available to fill the vacancies, then City Council, in its discretion, may extend the term of a current member for a term of one (1) year and such other one (1) year terms until candidates are available for service and are duly appointed by the City Council.
- (d) Members must sign ethics guidelines ensuring no use of position for personal gain or suggestion of impropriety.
- (e) A background check will be required for all prospective members and those seeking reappointments.

**Sec. 2. – Expiration of terms of office of members appointed by the council.**

The date of the expiration of the term of office of the members and alternates of all boards and commissions appointed by the City Council shall be June thirtieth. Terms of new members, other than those appointed to fill a vacancy, shall begin July first. All members shall hold office until their successors are appointed and qualified.

**Sec. 2. – Removal of Members; Absenteeism.**

A member of any board or commission of the city may be removed by the council for just cause. If a member of a board or commission has two (2) unexcused absences in a 12-month period, they shall be considered to be removed from the board. The position may be declared vacant and a successor appointed.

**Sec. 2. – Vacancies in membership.**

The council shall fill any vacancy in the membership of any board or commission.

**Sec. 2. – Concurrent service.**

An individual shall be eligible to serve on not more than (2) city boards or commissions at any one time.

**Sec 2. – Compensation.**

Members of boards and commissions shall serve without pay. Members may be reimbursed for actual expenses incidental to the performance of their duties in accordance with existing City of Graham policies.

**Sec. 2. – Organizational Meeting - Officers.**

Each city board and commission shall conduct an organizational meeting each July or the next meeting following July to elect a chair and a vice chair, establish a regular meeting schedule, and appoint a secretary to record minutes. Meeting schedules shall be filed in the office of the City Clerk.

**Sec. 2. – Sub-Committees.**

Boards and commissions may establish any temporary or permanent sub-committees. In addition, boards and commissions may seek advice and assistance from citizens and from professional sources, pending authorization by the City Council if funding is required.

**Sec. 2. – Rules and Quorum.**

Except as otherwise provided by ordinance, the procedure of each city board and commission shall be governed by the latest edition of Robert's Rules of Order.

A quorum shall consist of a majority of the actual members of the board or commission, excluding vacant seats. A quorum shall be required for any board or commission to conduct a meeting or take action.

**Sec. 2. – Voting, Advocacy, Monetary Interest**

No member of a Board or Commission may discuss, advocate or vote on any matter in which he or she has a separate, private or monetary interest, either direct or indirect, and no member may discuss before the city council or its boards or commissions any matter which has been, is or will be considered by the board or commission on which he or she serves, and in which he or she has a separate, private or monetary interest either direct or indirect. Any member who violates this provision may be subject to removal from the board or commission.

**Sec. 2. – Place of meetings; meetings public.**

All regular and special meetings of boards and commissions shall be published and held in accordance with the North Carolina Open Meetings Laws.

**Sec. 2. – Time of regular meetings.**

Regular meetings shall be held on such days and at such hours as determined in the organizational meeting.

**Sec. 2. – Staff and technical services.**

Boards and commissions may request from the City Council the necessary staff or technical services.

**Sec. 2. – Records and Reports.**

Each city board and commission shall keep a complete and accurate record of all its proceedings, and subsequently submit its minutes to the city clerk. Boards and commissions shall make an annual report to the city council.

**Sec. 2. – Fiscal restraint.**

Each city board or commission shall make no expenditure or contract any indebtedness for which the city shall be liable without the approval of the city council.

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**Sec. 5.** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication, as provided by law.

**ITEM 8: VOTING DELEGATE – NCLM CITYVISION**

City Council considered designating a delegate to vote in the electronic voting process for the North Carolina League of Municipalities Board elections.

City Manager Megan Garner stated each year, the North Carolina League of Municipalities requests that all cities attending CityVision and are members appoint a voting delegate for board elections.

Motion by Council Member Chin to elect Council Member Jim Young, seconded by Mayor Pro Tem Hall. The motion passed unanimously.

**PUBLIC COMMENT PERIOD**

Ronnie Isley, 510 Mendel Terrace, Graham, spoke in opposition to the new park and asked to give the bricks back to their owners and not go into debt building another. He also asked to have the old banners taken down and replaced with new ones. He asked about the placement of benches downtown.

Eric Chrisman, 208 Albright Avenue, Graham, spoke about how he was disappointed with the board and asked that they go on record to say there were not inconclusion with each other and were not having illegal meetings. He noted they had lost the confidence of the people in Graham and that they should still resign.

Chris Foust, 4990 Hwy 62, spoke about how disappointed he was with two Council Members who voted against his request to close Wilton Drive. He said he was trying to do something nice and was told it was just a formality.

Keith Westbrook, 604 Trokwater, Graham, spoke about speeding on Trollinger Road and the lack of a sidewalk so kids could walk to Graham High School.

Jeff Benes, 1407 East Gilbreth Street, stated that the Council was not listening to the citizens who live on Wilton Street. He asked for clarification of the guidelines for public comments. He specifically asked when public comments were closed and then got reopened. He shared a lady raised her hand after the public comment was closed, and she was told she could not speak, but when the former Mayor raised her hand, the public comment section was reopened. He asked again what the rules were.

**CITY STAFF COMMENTS**

City Attorney Bob Ward stated the public comment period adopted by Council, stating the rules and asked

staff to give him a copy. He said if Council closes the public comment period, it was entirely up to Council to open it up for additional comments.

Assistant City Manager Holland stated staff had received several comments from citizens regarding garbage cans overflowing and the ordinance does speak to appropriate behaviors for cans. House Bill 300 restricted any penalties that could be enforced. He asked to bring back penalties and bring something back to Council to consider. Council agreed.

Mayor Dickey asked that Mr. Holland speak on the placement of benches.

Assistant City Manager Holland stated staff looked at placement from the past locations, and recommended seven locations and would keep a few spares in the event a bench breaks.

Council Member Chin asked if business owners were contacted.

Assistant City Manager Holland stated they were not.

Council Member Whitaker asked if the topic could be placed on the agenda and have a public hearing.

Mayor Pro Tem Hall to place the topic of downtown bench placements on next month's agenda to receive public input. Motion passed 4-1. Mayor Dickey voted no.

Mayor Dickey asked staff to speak about downtown parking.

City Manager Garner stated staff sent an online survey and visited downtown businesses to ascertain if they were interested in two-hour, four-hour, or other options. She shared the methods of responses: 20 responded 4 hours, 14 responded 2 hours, and 1 said 3 hours. Other responses suggested metered parking, QR Code parking, 15 or 30-minute parking spaces in front of certain businesses, and a mix between 2-hour and 4-hour parking. She noted if there was a change, we would have to order new signage at about \$1,500 and order new ticket books for the Police Department.

Mayor Dickey stated she had talked to a few business owners and liked the idea of having some spaces at 30 minutes in front of very strategic businesses, and then having the rest at four hours.

Council Member Chin stated four hours was too long, and if he were a business owner, he would want those parking spaces to turn over quickly.

Council Member Young stated it should stay at 2-hour parking.

Mayor Pro Tem Hall stated it should stay at 2-hour parking.

Council Member Whitaker stated some of the business owners she talked to face-to-face shared that they would not want someone parking in front of their business for four hours. She stated it could be advantageous to some businesses. She shared she was not in favor of changing it to four hours, but would be agreeable if they wanted staff to look into certain areas where we might want to extend the parking hours beyond two hours, but not for all parking spaces.

Council Member Young asked about parking around the courthouse and if those seven spaces could be

open after hours.

Mayor Dickey stated it seemed the Council was not ready to make a decision and would keep working on it.

### CITY COUNCIL COMMENTS

Council Member Young responded to Mr. Benes' question about the public comment section, stating he was correct and Council needed to be consistent regardless of who wanted to speak. He also spoke about the speeding on Trollinger Street and that it was a state road, and asked for staff to ask the police to patrol. He stated in reference to trash on Ivey Road, there is an abundance of trash, and asked if fines could be increased for littering, and if the police could catch people littering.

Council Member Young asked that a motion be placed on the next meeting's consent agenda to officially recognize Juneteenth as a holiday for the City of Graham. He shared that Juneteenth symbolizes freedom and the end of slavery, and formally acknowledging it will show our commitment to honoring this important part of our nation's history.

Mayor Pro Tem Hall asked that the Council consider using advertising dollars with The Times News instead of Alamance News. The consensus of the Council was to place this item under new business on the May 12, 2026, agenda.

Council consensus was to add the request as new business.

Council Member Whitaker stated in reference to House Bill 300, which removed all the criminal offenses from North Carolina ordinances, that she had spoken to the Police Chief about a person who was bitten by a dog, and the Police Department could not charge the individual with any criminal charges. She shared those penalties could be added back to City Ordinances for cases such as this. She asked that this be considered at the May 12, 2026, Council meeting.

Council Member Whitaker read the following statement for the record:

*Last month, for the first time in four years on this council, I was accused of being disrespectful, of "making faces," and I was lectured about honor.*

*Let me be clear: I do NOT need a lecture on honor. I spent 25 years in the United States Air Force, living it. I've carried it in uniform, in service, and in how I conduct myself every day. So, if I unintentionally offended anyone, I apologize. That was not my intent. But what we are seeing now goes far beyond a facial expression. And let's be honest about something, this chamber is NOT free of expressions. People react. People talk. People laugh, sigh, and show frustration during meetings. It happens in this room. It happens on this dais. It happens during difficult discussions. What matters is NOT a momentary reaction, but how we conduct ourselves overall.*

*What we are seeing now is a shift away from facts and toward narratives.*

*This Park issue did not begin last month. It did not begin last year. It has been discussed since 2016. Warnings were given. Opportunities were missed. And now that action is required, the conversation has been overtaken NOT by facts, but by noise. And much of that noise is coming from social media. A*

*place where speculation spreads faster than truth. Where assumptions are treated like evidence. Where people attack from behind a screen, and are rewarded for being the loudest, NOT the most accurate.*

*That environment does NOT inform, it INFLAMES. And when that same tone begins to show up in media coverage, we have a serious problem. Because the role of media is NOT to amplify outrage. It is NOT to shape narratives through tone, implication, or selective framing. It is to inform the public, fairly and consistently. But when coverage repeatedly singles out one individual... when it leans on implication instead of fact...when it drifts from reporting into storytelling...people notice. And I have been on the receiving end of that pattern. Not just recently, but going back years, when details about my personal life, irrelevant to my service, were made public without my consent. That was NOT necessary. That did NOT serve this community. And it did NOT build trust.*

*At the same time, public positions shifted and shifted quickly. Jerry Peterman told me he supported relocating the park and even had ideas to expand the original vision, but now criticizes it. Jane Albright told Mr. Compton she supported his idea of moving it, but now she opposes it. Griffin McClure stood in these chambers and asked us to just keep the park downtown, and now criticizes us for doing exactly that. That is their right. But let's not pretend the public conversation has been consistent or grounded in facts. And I will say this clearly: based on communications that have been seen, it is apparent that our current mayor is NOT acting independently but is relying heavily on input from Griffin McClure.*

*When I say I have spoken with people on BOTH sides of this issue, I mean it. I've had those conversations face to face. Not everything happens online. Not everything comes in a text message. And the absence of a digital record does NOT make those conversations any less real or factual. But somehow, that turned into an accusation that I was dishonest. That is NOT accountability. That is an attempt to DISCREDIT.*

*Now, I understand that public service comes with scrutiny. I accept that. But scrutiny must come with FAIRNESS. It must come with CONSISTENCY. And it must be grounded in TRUTH, not driven by narrative. Right now, fairness is being drowned out. Drowned out by headlines. Drowned out by commentary. Drowned out by a cycle that rewards conflict over accuracy. And that is NOT good for this council. It is NOT good for this City. And it is NOT good for the people we serve.*

*I will continue to do my job as I always have. With integrity and care. I will continue to stand on my record. But I will NOT be defined by narratives that do not reflect reality. We don't have to agree. But we DO have to be honest. And we DO have to be fair.*

*Respectfully,  
Bonnie Whitaker  
Graham City Council*

Mayor Dickey stated Council had approved the Order of Procedures for City Council, and under Rule 16, Order of the Agenda, she asked to correct the agenda order as follows:

Pledge and Invocation  
Adoption of Agenda  
Recognitions/Presentations/Proclamations  
Approval of Consent Agenda to include minutes  
Old Business  
Public Hearing

New Business  
Public Comments  
Staff Reports  
Council Reports

Mayor Dickey asked staff to contact DOT to ask that log trucks take a different route than through downtown. The consensus of the Council was to have staff speak with DOT about another truck route.

Mayor Dickey asked staff to review the Skateboard Ordinance, which is very restrictive and does not allow for wagons and strollers on sidewalks. She asked for a consensus for the staff to look into the ordinance. The consensus of the council was to have staff review the ordinance and place it on the May 12, 2026, agenda.

Mayor Dickey stated that Thursdays at Seven was a fun environment, and people were bringing their own alcohol. She suggested having a social district, so people attending could consume in a legal way. The Council consensus was to place this topic on new business to discuss a social district at the Thursdays at Seven concert events.

Council Member Whitaker stated it could be event-driven, such as Arts Around the Square.

After a short discussion, it was decided to place the discussion of a social district for Thursdays at Seven on the May 12, 2026, agenda.

Mayor Dickey mentioned the condition of the downtown banners and if new ones could not be in place by the Arts Around the Square event, the old ones needed to be taken down. She stated that right now, we have City Staff designing banners with the new logo, and there was also GABA designing banners at the same time, and no one knows who is doing what. She stated the City owns the banners and the hardware, and it is a City staff project. She stated that in the past, GABA had contributed funds, but the Council needed to give Staff clear direction on who was in charge and who had the creative liberties to get banners ordered and put up.

Assistant City Manager Holland stated that in the past, it was a partnership between GABA and the City of Graham, and funneled through the Appearance Commission for approval. He stated Staff did not know if they were supposed to be working with GABA on the new creation of the banners, and whether it would still go through the Appearance Commission. He stated the City was putting the money into it and asked if GABA would be funding any part of it.

Mayor Pro Tem Hall said he did not see an issue with the City taking over the project.

Council Member Whitaker stated we should speak to GABA to see if they wanted to help with the cost.

Mayor Pro Tem Hall stated that the City should be the driving partner.

Council decided that the City's Public Relations Specialist would submit designs to go before the Appearance Commission and then come to Council for final approval and funding. They also agreed to ask GABA if they wanted to help with the cost.

Motion by Council Member Young to go into closed session to discuss a personnel issue in accordance with N.C.G.S. Section 143-318.11(a)(6), seconded by Council Member Chin. The motion passed unanimously.

The closed session was held.

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

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

### **ADJOURNMENT**

Motion by Mayor Pro Tem Hall to adjourn, seconded by Council Member Young. The motion passed unanimously. (9:17 p.m.)

*Renee M. Ward, CMC*  
City Clerk

**City of Graham**  
**City Council Special Meeting Minutes**  
**April 27, 2026**  
**10:00 AM**



The City of Graham City Council held a special meeting at 10:00 am on April 27, 2026, in the Council Chamber, City Hall, located at 201 South Main Street, Graham, NC.

**Council Members Present:**

Mayor Chelsea Dickey  
 Mayor Pro Tem Ricky Hall  
 Council Member Bobby Chin  
 Council Member Bonnie Whitaker  
 Council Member Jim Young

**Staff Present:**

Megan Garner, City Manager  
 Aaron Holland, Assistant City Manager  
 Bryan Coleman, City Attorney  
 Bob Ward, City Attorney - *absent*  
 Renee Ward, City Clerk

**CALL TO ORDER:** Mayor Chelsea Dickey called the meeting to order and presided.

**ITEM 1: NEW DOWNTOWN PARK PROJECT**

City Council considered awarding a contract for the construction of a new park located on West Elm Street, and considered authorizing staff to utilize grant funds to purchase park materials and proceed with construction.

Mayor Dickey stated this meeting was called by Mayor Pro Tem Hall to consider awarding a contract for the construction of a new park located on West Elm Street, and considered authorizing staff to utilize grant funds or to purchase park materials and proceed with construction.

Assistant City Manager Aaron Holland stated staff had received two bids, which could not be opened on the initial bid opening day and had to run the ad for seven days to solicit bids. He stated they had received three bids. He shared that the Public Works Director, Burke Robertson, Josh Johnson, Alley Williams Carmen and King, and he opened the bids. He shared that one of the bids was disqualified due to the qualifying element of the proposal, and the two eligible bids were as follows:

<u>CONTRACTOR</u>	<u>LICENSE NO.</u>	<u>GC Costs</u>	<u>General Construction Services</u>	<u>Design Services</u>	<u>Total Cost Proposal</u>	<u>Qualifications</u>	<u>Comments</u>
Central Builders, Inc of Mebane	4176	\$ 214,838.57	\$ 954,390.43	\$ 50,000.00	\$ 1,219,229.00	Qualified - Short Listed. Design Team Partner - Wilkins Design Group	
Bar Construction Company	7973	\$ 500,000.00	\$ 718,000.00	\$ 400,000.00	\$ 1,618,000.00	Qualified - Short Listed. Design Team Partner - Frank Land Design, PC	
Chadco*	47947	\$ 113,651.00	\$ 593,583.00	\$ 35,869.00	\$ 743,103.00	Qualified - Short Listed. Design Team Partner - Hykes Design, Honeycutt Engineering, Alamance Consulting Engineers, Leads Group	Non-Responsive due to qualifiers in proposal*

Assistant City Manager Holland stated the options for the City Council would be to choose between the two liable candidates, or if the Council wanted to move forward with Staff purchasing the materials with the funding from the grant, and move forward with the park.

Mayor Dickey asked that Mr. Holland speak to the message received from Senator Amy Galey.

Assistant City Manager Holland stated staff had requested an extension with the Appropriations Department and had received word from Senator Galey that it looked promising. She shared the extension would be included with the Medicaid Bill that was going to the Governor's desk this week, and if it was approved, the extension would be granted for one year.

Mayor Dickey asked that he give an update on the soil test.

Assistant City Manager Holland stated the first 70% of test results should be back sometime today, and the remaining parts would be in a couple of weeks.

Council Member Young stated the estimate was way out of line, and he could not approve either one.

Mayor Pro Tem Hall stated no comment.

Council Member Whitaker stated she agreed with Council Member Young that both bids were too high and did not want to put that burden on the taxpayers. She noted that the time constraints and the penalties for not completing it within a certain date drove the cost up, and she could not approve either bid.

Mayor Dickey stated with the very promising year extension and the constraints of a special meeting, because Council could only talk about what was on the agenda, she suggested a vote to let this lie and use the year to work on this and not push it forward at this time.

Motion by Council Member Whitaker to not accept either bid from Central Builders or Bar Construction Company and not authorize spending any money to purchase any materials, seconded by Council Member Young. The motion passed unanimously.

## ADJOURN

Mayor Pro Tem Hall motioned to adjourn, seconded by Council Member Chin. The motion passed unanimously.

The meeting was adjourned at 10:06 a.m.

*Renee M. Ward, CMC*  
City Clerk

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

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

and	Auditor Name
	Auditor Address

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
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*Must be within six months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by “U.S. Auditing Standards – AICPA (Clarified),” referred to as generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). Budgetary comparison information shall be prepared in accordance with applicable GASB standards. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented as required supplementary information and shall not be included in the basic financial statements. Any other budgetary comparison information shall be presented only as supplementary information for funds required to be budgeted under NCGS Chapter 159, Article 3.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Generally Accepted Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is \$1,000,000 for federal and state single audits, or such other threshold as applicable for the fiscal year under audit. This audit and all associated audit documentation may be subject to review by federal and State agencies in accordance with federal and State laws, including the staff of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form (form SF-FAC) to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

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

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards* (2018 revision or subsequent revisions, as applicable) issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he or she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and to the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon the Auditor's receipt of an updated peer review report. If the audit firm receives a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

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

6. It is agreed that time is of the essence in this contract. All audits are to be performed, and the report of audit submitted to LGC Staff, within six months of fiscal year end. At the time of the execution of this contract, if the parties know that the anticipated submission date of the audit exceeds six months after fiscal year end, a written explanation shall be provided to the Secretary of the LGC on this contract form (see the space provided on Page 7). If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as they relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth the Auditor's findings, together with his or her recommendations for improvement. That written report shall include all matters determined to be "significant deficiencies and material weaknesses" in accordance with AU-C §265 "Communicating Internal Control Related Matters Identified in an Audit" of GAAS. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an Auditor issues an AU-C §260 report, "Auditor's Communication With Those Charged With Governance," commonly referred to as a "Governance Letter," LGC staff does not require the report to be submitted unless the Auditor cites significant findings or issues from the audit, as defined in AU-C §260 paragraphs 12 - 14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious for which the Auditor consulted outside the engagement team and, in the Auditor's judgment, are significant and relevant to those charged with governance, and other findings or issues that the Auditor believes are significant and relevant. If matters identified during the audit were required to be reported as described in AU-C §260 paragraphs 12 - 14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal Single Audit Act and the State Single Audit Act. This does not include fees for any pre-issuance reviews that may be required by the North Carolina Association of Certified Public Accountants (NCACPA) Peer Review Committee or North Carolina State Board of CPA Examiners (see Paragraph 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the Secretary of the Local Government Commission to obtain a pre-issuance review or take corrective action as a result of peer review findings or quality control deficiencies, such corrective action shall be consistent with the authority and requirements of the North Carolina State Board of Certified Public Accountant Examiners, the AICPA Peer Review Program, and established Local Government Commission practice, including the use of report addenda or other remedial measures, as appropriate.

14. In accordance with G.S. 159-34, the Finance Officer of the Unit is responsible for filing the audited financial statements with the Secretary of the Local Government Commission.

The Auditor may upload the audit report and related documents through the LGC's electronic submission system; however, submission shall not be deemed complete until the Finance Officer has reviewed and certified the submission.

The Auditor, Finance Officer, other Unit staff member designated by the Finance Officer, or a third party approved by the Unit may enter all Data Input Report information except the information on the "transmittal doc info" tab. The "transmittal doc info" tab must be completed by the Auditor.

The Finance Officer shall review, approve, and certify the accuracy and completeness of the Data Input Report (DIR) in the LGC's LOGOS system prior to LGC review, regardless of whether the DIR is prepared by the Auditor or the Unit.

Finance Officer certification is required for any corrected or revised submissions.

Finance Officer certification of the DIR shall be completed in a timely manner following notification that the DIR is ready for review and within time frames prescribed by the LGC. Failure to complete certification in a timely manner may result in the audit being considered late due to unit action rather than auditor performance.

The Auditor shall conduct the audit in accordance with generally accepted auditing standards and shall ensure that the financial statements are prepared in accordance with generally accepted accounting principles as of the fiscal year end. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented in required supplementary information, separate from the basic financial statements, and shall not be included in the audit opinion. The Auditor shall confirm that such information reconciles to the financial statements and is consistent with applicable accounting guidance and any LGC reporting requirements.

The Finance Officer shall certify in a timely manner that all data inputted in LOGOS used for preparation of the financial statements and required supplementary information is complete and accurate.

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

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and preaudited if the change includes a change in audit fee (preaudit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Paragraph 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in The Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and Finance Officer also shall be included on this contract.
20. The contract shall be executed, preaudited (preaudit requirement does not apply to hospitals) and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

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

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

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

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

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 or 2024 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

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

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

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the Auditor, and any other issues related to the internal controls or fiscal health of the Government Unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the Auditor regarding internal controls as required by current auditing standards;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the Governing Board that the Governing Board shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under Rule 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary of the LGC through the LGC's LOGOS system, including completion of the Data Input Report (DIR). Submission is not complete and shall not be accepted by the LGC until the Finance Officer has reviewed and certified the DIR in accordance with Paragraph 14 of this contract.

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

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

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

33. **Applicable to audits with fiscal year ends of June 30, 2025, and later.** The Unit authorizes the LGC to grant access to the LGC's LOGOS system, including the Data Input Report (DIR), to employees of the contracted audit firm who are associated with and acting on behalf of the firm for purposes of performing audit and reporting services under this contract. Such access shall be limited to the scope necessary to perform contracted services and shall not relieve the Auditor or the Unit of their respective responsibilities under this contract.

34. Changes or edits to the text of this contract form are not permitted, except for the Secretary's authority to revise or update this contract form pursuant to LGC Rule 20 NCAC 03. 0502.

**For contracts with an anticipated audit submission date exceeding six months after fiscal year end, please use this space to explain the reason for the late submission, as required by Paragraph 6 of this contract form:**

**FEEES FOR AUDIT SERVICES**

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

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

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

**Name:** **Title and Unit / Company:** **Email Address:**

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

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

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


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

<b>Primary Government Unit</b>	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
<b>Additional Fees Not Included Above (if applicable):</b>	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
<b>TOTAL AMOUNT NOT TO EXCEED</b>	<b>\$</b>

<b>Discretely Presented Component Unit</b>	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
<b>Additional Fees Not Included Above (if applicable):</b>	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
<b>TOTAL AMOUNT NOT TO EXCEED</b>	<b>\$</b>

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm* STOUT STUART MCGOWEN & KING, LLP	
Authorized Firm Representative (typed or printed)* Patricia B. Rhodes	Signature* 
Date* 04/21/26	Email Address* pbrhodes@ssmklp.com

**GOVERNMENTAL UNIT**

Governmental Unit* City of Graham	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* Chelsea Dickey	Signature*
Date	Email Address* cdickey@cityofgraham.com

Chair of Audit Committee (typed or printed, or "NA") Chelsea Dickey	Signature
Date	Email Address cdickey@cityofgraham.com

**GOVERNMENTAL UNIT – PREAUDIT CERTIFICATE**

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

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

Sum Obligated by This Transaction:	\$ 33,150
Primary Governmental Unit Finance Officer* (typed or printed) Aaron Holland	Signature*
Date of Preaudit Certificate*	Email Address* aholland@cityofgraham.com

**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

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

**DPCU – PREAUDIT CERTIFICATE**

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

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Preaudit Certificate*	Email Address*

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



**STOUT  
STUART  
MCGOWEN  
& KING LLP**

*Certified  
Public  
Accountants*

*Advisors to  
Management*

*Member of PCPS,  
the AICPA Alliance  
For CPA Firms*

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

*Street Address:  
1233 South Church Street  
Burlington, NC 27215*

*336-226-7343  
fax 336-229-4204*

*www.ssmkllp.com  
e-mail: ssmk@ssmkllp.com*

April 21, 2026

Ms. Chelsea Dickey, Mayor  
City of Graham  
Graham, North Carolina

Dear Mayor Dickey:

We are pleased to confirm our understanding of the services we are to provide for City of Graham for the year ended June 30, 2026.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Graham as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Graham's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Graham's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Law Enforcement Officers' Special Separation Allowance Schedule of Changes in Total Pension Liability
- 3) Law Enforcement Officers' Special Separation Allowance Schedule of Total Pension Liability as a Percentage of Covered Payroll
- 4) Other Postemployment Benefits Schedule of Changes in the Total OPEB Liability and Related Ratios

- 5) Local Government Employees' Retirement System Schedule of Proportionate Share of Net Pension Liability
- 6) Local Government Employees' Retirement System Schedule of Contributions
- 7) Firefighters' and Rescue Squad Workers' Pension Plan Schedule of Proportionate Share of Net Pension Liability

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

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

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

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

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

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

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

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

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

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

## **Audit Procedures—Internal Control**

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

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

## **Audit Procedures—Compliance**

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

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Graham's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Graham's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported

audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on December 15, 2026.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

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

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

## **Engagement Administration, Fees, and Other**

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

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

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

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

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

Patricia B. Rhodes is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately June 15, 2026. Our fee for these services will be at \$33,150 in accordance with our audit contract dated April 21, 2026.

## **Reporting**

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

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an

audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

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

Very truly yours,

STOUT STUART MCGOWEN & KINGS LLP

RESPONSE:

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

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## STAFF REPORT

SUBJECT:	ARPA Enabled Project Ordinance Revision
PREPARED BY:	Megan Garner, City Manager

### REQUESTED ACTION:

Approve a revision to the previously adopted ARPA Enabled Project Ordinance to include \$65,000 for a salt shed.

### BACKGROUND/SUMMARY:

On April 9, 2024, the City Council of the City of Graham approved to use the revenue replacement option for use of the ARPA funds. By such action, the previously designated ARPA projects are now considered ARPA enabled projects. The unencumbered balance, before this action being requested by City Council, is \$77,719. If this request is approved, the unencumbered balance will be reduced to \$12,719.

The proposed salt storage shed would increase salt on hand to meet the growth of the City and the miles of road associated with. Proposed shed would hold 500 tons while the current salt shed only holds enough salt at current road mileage to handle one major event. Due to changes in salt supply availability, purchasing salt during winter months is not an option.

### FISCAL IMPACT:

The fiscal impact of \$65,000 will be covered by the unencumbered ARPA enabled project funds.

### STAFF RECOMMENDATION:

Approval.

### SUGGESTED MOTION(S):

Make a motion to a revision to the previously adopted ARPA Enabled Project Ordinance to include \$65,000 for a salt shed.

**RESOLUTION ESTABLISHING THE BUDGET FOR  
ARPA ENABLED FUNDS GRANT ORDINANCE**

**WHEREAS**, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President;

**WHEREAS**, Section 9901 of ARPA amended Title VI of the Social Security Act (the Act) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which established the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds);

**WHEREAS**, on June 8, 2021, the City Council of the City of Graham hereby created an American Rescue Plan Act (ARPA) Local Fiscal Recovery Fund.

**WHEREAS**, the Grant Project Ordinance was amended numerous times to include various projects throughout the City Departments; and

**WHEREAS**, on April 9, 2024, the City Council of the City of Graham approved to use the revenue replacement option for use of the ARPA funds.

**WHEREAS**, on May 12, 2026, the City Council of the City of Graham approved a revision to the project ordinance for the inclusion of a salt shed;

**WHEREAS**, by such action, the previously designated ARPA projects are now considered ARPA enabled 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 ARPA Funds to be designed as revenue replacement, which allowed funding previously designated for personnel related expenses to be transition to ARPA enabled projects.

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 available to the City to complete the project:

ARPA Enabled Revenue Replacement	\$4,986,340
<b>TOTAL</b>	<u>\$4,986,340</u>

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

Project	Department	Total
10" Water Line Replacement	Utilities	\$ 3,500,000
SROs & COPS Position Equipment	PD	\$ 62,101
3 Vehicles	PD	\$ 204,033
Fuel Master System Upgrade	IT	\$ 18,000
Civic Center Repairs - Roof & Floor	REC	\$ 66,343
Cameras at Parks - Entrances	IT	\$ 11,128
GM Lake – Ramp Renovation	Lake	\$ 195,000
Albright Ave Water Line Replacement	Utilities	\$ 550,000
Garage Addition	Public Works	\$ 215,000
Fire Department Equipment	FD	\$ 33,016
Employee Dental	All	\$ 54,000
Salt Shed	Public Works	\$ 65,000
<b>Subtotal</b>		<b>\$ 4,973,621</b>
<b>ARPA Funding Allocation</b>		<b>\$ 4,986,340</b>

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 12<sup>th</sup> day of May 2026.**

\_\_\_\_\_  
Chelsea Dickey – Mayor

ATTEST:

\_\_\_\_\_  
Renee Ward – City Clerk



# STAFF REPORT

<b>SUBJECT:</b>	APPROVE PROJECT BUDGET ORDINANCE FOR HOME, BANKS, WARD, HOLT, AND GILBREATH WATER MAIN REPLACEMENT
<b>PREPARED BY:</b>	AARON HOLLAND, ASSISTANT CITY MANAGER

## REQUESTED ACTION:

Approve project budget ordinance in the amount of \$2,200,000 for the Home, Banks, Ward, Holt, and Gilbreath Waterline Replacement Project.

## BACKGROUND/SUMMARY:

As part of the Neighborhood Waterline Enhancement Program (NWEPP), the City has methodically replaced waterlines in older sections of the city over the past few years that were in need of replacement. By continuing this effort, mobilization costs have been reduced, which has allowed for more lines to be replaced, even though costs have more than doubled from nearly a decade ago. This project was originally funded in the Water and Sewer Distribution Department as a Capital Outlay Other Improvement. The project has been initiated, but it will not be completed within the current fiscal year. The remaining project funds will need to be converted into a capital project to preserve the necessary funding for completion.

## FISCAL IMPACT:

Project funds are currently funded and available. A project ordinance is needed to carry funds beyond the current fiscal year.

## STAFF RECOMMENDATION:

Approval.

## SUGGESTED MOTION(S):

I move we approve the project budget ordinance in the amount of \$2,200,000 for the Home, Banks, Ward, Holt, and Gilbreath Waterline Replacement Project.

**CAPITAL PROJECT ORDINANCE**

**HOME, BANKS, WARD, HOLT, AND GILBREATH STREETS**

**WATERLINE REPLACEMENT PROJECT**

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

Section 1. The Project authorized is the Home, Banks, Ward, Holt, and Gilbreath Street Waterline Replacement Project.

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:

Proceeds from Retained Earnings – Water/Sewer	\$ 2,200,000
<b>TOTAL</b>	<u>\$ 2,200,000</u>

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

Professional & Contracted Services	\$ 2,200,000
<b>TOTAL</b>	<u>\$ 2,200,000</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.

**Adopted this the 12<sup>th</sup> day of May 2026.**

\_\_\_\_\_  
Chelsea Dickey - Mayor

ATTEST:

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Renee M. Ward – City Clerk

  
**CITY OF**  
**Graham**  
NORTH CAROLINA  
**STAFF REPORT**

<b>SUBJECT:</b>	GRAHAM-MEBANE LAKE SPILLWAY REPAIR PROJECT
<b>PREPARED BY:</b>	AARON HOLLAND, ASSISTANT CITY MANAGER

**REQUESTED ACTION:**

Authorize staff to effectuate a contract with Terracon Consultants, Inc. for the Graham-Mebane Lake spillway repair project.

**BACKGROUND/SUMMARY:**

In July 2025, Tropical Storm Chantal caused severe damage to infrastructure across Central North Carolina, dumping over 12 inches of rain in some areas, destroying roads, and triggering record flash flooding. The storm caused roads to become impassable, washed out bridges, and caused major infrastructure issues, including the shutdown of water treatment plants.

The City of Graham requested qualified professional engineering firms to submit a statement of qualifications to provide engineering services for the design, permitting, and construction of repairs for the Graham-Mebane Lake spillway. The City received 3 qualified submittals, and a review panel comprised of the Utilities Directors for both Graham and Mebane, as well as the City’s contracted engineer, evaluated the qualifications and merits of each firm. Based on the criteria scoring, it has been recommended that the City move forward with Terracon Consultants, Inc.

**FISCAL IMPACT:**

Funding for repairs is expected to be covered by FEMA.

**STAFF RECOMMENDATION:**

Approval

**SUGGESTED MOTION(S)**

I move authorize staff to effectuate a contract with Terracon Consultants, Inc. for the Graham-Mebane Lake spillway repair project

**STANDARD FORM OF AGREEMENT BETWEEN  
OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

**STATE OF NORTH CAROLINA**

**COUNTY OF ALAMANCE**

**THIS AGREEMENT**, made and entered into this \_\_\_ day of April, 2026, by and between the **City of Graham**, a North Carolina Municipal Corporation (hereinafter called the "**OWNER**") and **Terracon Consultants, Inc.**, a Delaware Corporation located in Greensboro, North Carolina (hereinafter called the "**ENGINEER**").

**WHEREAS**, the OWNER intends to secure engineering services related to the design, permitting and construction of the repairs for the spillway at Graham-Mebane Lake Dam at the Graham/Mebane Water Treatment Plant. The proposed project would replace the damaged spillway slabs and drain material, replace the seepage cutoff and install a secondary reservoir drain system. The project is described in the attached proposal and design of the repairs will be phased; hereinafter referred to as the **Project**, and

**WHEREAS**, the OWNER and ENGINEER in consideration of their mutual covenants, herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

**SECTION 1 - BASIC SERVICES OF ENGINEER**

**1.1. General**

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services and customary surveying services incidental thereto.

**1.2. Phase 1: Data Collection, Surveying, Exploration and Analysis of Spillway (Phased Lump Sum).**

1.2.1. Task 1.1 - Site Assessment and Document Review. See scope of work in attached proposal.

1.2.2. Task 1.2 – Environmental Services for Wetlands and Permitting. See scope of work in attached proposal.

1.2.3. Task 1.3 – Surveying. See scope of work in attached proposal.

1.2.4. Task 1.4 – Subsurface Exploration and Laboratory Testing. See scope of work in attached proposal.

1.2.5. Task 1.5 – Probable Failure Analysis. See scope of work in attached proposal.

1.2.6. Task 1.6 – Hydrology and Hydraulics – Construction Bypass/Management. See scope of work in attached proposal.

**1.3. Phase 2: Design (Phased, Lump Sum).**

- 1.3.1. The design work will be performed in phases to allow for collaboration between the OWNER, OWNER's representative and ENGINEER throughout the process. The design work includes the Underslab Drain System, Concrete Slabs, Joints and Waterstop, Upstream Seepage Cutoff System and Reservoir Drain System as described in the attached proposal.
- 1.3.2. Task 2.1 – 30 Percent Design. See scope of work in attached proposal.
- 1.3.3. Task 2.2 – 60 Percent Design. See scope of work in attached proposal.
- 1.3.4. Task 2.3 – 90 Percent Design. See scope of work in attached proposal.
- 1.3.5. Task 2.4 – Opinion of Probable Construction Costs (OPC). See scope of work in attached proposal.

**1.4. Phase 3: Development of Construction Drawings, Technical Specifications, Submittal Documents and Construction Schedule (Phased, Lump Sum).**

- 1.4.1. Task 3.1 – Construction Drawings, Technical Specifications and Construction Schedule. See scope of work in attached proposal.
- 1.4.2. Task 3.2 – Submittal Documents. See scope of work in attached proposal.

**1.5. Phase 4: Additional Services (Hourly, Budgeted).**

- 1.5.1. The additional services identified in the attached proposal are not anticipated to be needed during design, but are included in the event conditions or results warrant their use/need/implementation. The items described in the attached proposal as additional services include Environmental and Regulatory Support for Dam Related Work, Seepage and Geophysical Evaluation Using MASW or Equivalent Methods, Dam Instrumentation and Monitoring Support and Stakeholder Engagement for Public Communication and Permitting Strategy Workshops.

**SECTION 2 - ADDITIONAL SERVICES OF ENGINEER****Services Requiring Authorization in Advance.**

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1. through 2.5., inclusive. These services are not included as part of Basic Services and these will be paid for by OWNER as indicated in Section 5.

**2.1. Bidding (Hourly – Future Budgetary Estimate)**

- 2.1.1. ENGINEER and OWNER are to agree to a cost estimate for these services prior to any services being provided.
- 2.1.2. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have

been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

- 2.1.3. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 2.1.4. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 2.1.5. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 2.1.6. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

## **2.2. Construction Administration Phase (Hourly – Future Budgetary Estimate).**

- 2.2.1. ENGINEER and OWNER are to agree to a cost estimate for these services prior to any services being provided.
- 2.2.2. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.
- 2.2.3. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while work is in progress.
  - 2.2.3.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s) work. In addition, ENGINEER shall provide the services of an Inspector (and assistants as agreed) at the site to assist ENGINEER and to provide necessary observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.
  - 2.2.3.2. The Inspector (and any assistants) will be ENGINEER'S agent or employee and under ENGINEER'S supervision.
  - 2.2.3.3. The purpose of ENGINEER's visits to and representation by the Inspector (and assistants, if any) at the site will be to enable ENGINEER to determine if the Contractor's work is in substantial compliance with the Contract Documents. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work have authority over or responsibility for the means, methods,

techniques, sequences or procedures of construction selected by Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract documents.

- 2.2.4. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms to the Contract Documents or that the defective work will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 2.2.5. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
- 2.2.6. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept, reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 2.2.7. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.
- 2.2.8. Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents.)
- 2.2.9. Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.
- 2.2.10. Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Inspector and on review of applications for payment and the accompanying data and schedules:
  - 2.2.10.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of

payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

- 2.2.10.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility of ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.
- 2.2.11. Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s)' in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents(s); and shall transmit them to OWNER with written comments.
- 2.2.12. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s)' and may give written notice to OWNER and the Contractor(s)' that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed within this contract.
- 2.2.13. Provide assistance in the closing of any financial or related transaction for the Project.
- 2.2.14. Provide assistance in connection with the refining and adjusting of any equipment or system.
- 2.2.15. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s)' to ENGINEER and which ENGINEER considers significant.
- 2.2.16. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s)' concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
- 2.2.17. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other

persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1. through 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

### **2.3. Required Additional Services.**

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.3 extended and inclusive. These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such additional services which will be paid for by OWNER as indicated in Section 5.

- 2.3.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
- 2.3.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
- 2.3.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- 2.3.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
- 2.3.5. Services (other than Basic Services described above) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.
- 2.3.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s)' or others in connection with the work.
- 2.3.7. Services assisting OWNER with additional Funding Applications not previously included.

### **SECTION 3 – OWNER'S RESPONSIBILITIES**

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

- 3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish

- copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
  - 3.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
  - 3.5. Examine all studies, reports, sketches, drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deem appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
  - 3.6. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services and OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.
  - 3.7. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Inspector (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.
  - 3.8. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.5 through 3.7, inclusive) so that ENGINEER may make the necessary findings to support opinions of probable total project cost.
  - 3.9. Attend design progress meetings.
  - 3.10. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
  - 3.11. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1. of this Agreement or other services as required.
  - 3.12. Bear all costs incident to compliance with the requirements of this Section 3.

#### **SECTION 4 – PERIODS OF SERVICE**

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed upon in anticipation of the orderly and continuous progress of the Project through completion of the Construction Drawing, Specifications and Submittal to NC Dam Safety Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design and approval by NC Dam Safety, including extra work and required extensions thereto.

- 4.2. Upon authorization from OWNER, ENGINEER shall proceed with the performance of the service called for in the Phase 3 Development of Construction Drawings, Technical Specifications, Submittal Documents and Construction Schedule; and shall deliver Contract Documents and an opinion of probable Total Project Costs for all work of Contractor(s) on the Project.
- 4.3. ENGINEER's services under the Phase 3 Development of Construction Drawings, Technical Specifications, Submittal Documents and Construction Schedule shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.
- 4.4. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Phase 3 documentation including the most recent opinion of probable Total Project Costs, this Phase shall terminate and the services to be rendered thereunder shall be considered complete upon receipt of NCDEQ Dam Safety Approval to Construct (except as may otherwise be required to complete the services as required within the contract).
- 4.5. Additional phases of work, including but not limited to Bidding and Construction Administration Services will commence with the execution of a change order for the work of the Project by OWNER. This shall only be done with prior written permission and agreement on the cost for these services.
- 4.6. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- 4.7. If OWNER fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days (plus such additional time as may be required to complete the services called for elsewhere in this contract) after completion of Phase 3, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.
- 4.8. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts.

## **SECTION 5 – PAYMENTS TO THE ENGINEER**

- 5.1 Methods of Payment for Services and Expenses of ENGINEER.
  - 5.1.1. For Basic Services of ENGINEER under this Agreement, payment will be made on a lump sum basis or on an hourly rate basis in accordance with the Hourly Rate Charge Schedule attached hereto for work rendered in accordance with the appropriately labeled section. Summarized below is the total budget for Engineering Fees estimated under this Agreement:

<b>Summary of Payments</b>			
Section		Fee Type	Fee
1.2	Data Collection, Surveying, Exploration and Analysis of Spillway	Lump Sum	\$770,000
1.3	Design Services	Lump Sum	\$800,000
1.4	Development of Construction Drawings, Technical Specifications, Submittal Documents and Construction Schedule	Lump Sum	\$300,000
1.5	Additional Investigation/Design Services	Budgeted - Hourly	\$200,000 (Maximum)
2.1	Bidding	Budgeted – Hourly	Future
2.2	Construction Administration	Budgeted – Hourly	Future
2.3	Required Additional Services	Budgeted – Hourly	Future
5.1.4	Reimbursable Expenses	Budgeted	Future
<b>Total Budget for Engineering Fees</b>			<b>\$2,070,000</b>

- 5.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 on an hourly rate basis in accordance with the Hourly Rate Charge Schedule or a mutually agreed to price.
- 5.1.3. ENGINEER will be compensated for work performed as defined by subconsultants at subconsultant fee plus ten percent (10%).
- 5.1.4. For Reimbursable Expenses. In addition to payments provided for in paragraph 5.1.1, OWNER shall pay ENGINEER the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.
- 5.1.5. The term "Reimbursable Expenses" has the meaning assigned to it in paragraph 5.4.
- 5.2. Times of Payments.
- 5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments within thirty (30) days in response to ENGINEER's monthly statements. OWNER shall make final payment within forty-five (45) days in response to ENGINEER's final statement.
- 5.3. Other Provisions Concerning Payments.
- 5.3.1. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for services rendered during that phase on the basis of ENGINEER's hourly rate basis in accordance with the Hourly Rate Charge Schedule for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

- 5.3.2. Records of ENGINEER's hourly rate basis in accordance with the Hourly Rate Charge Schedule pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.
- 5.4. Definitions.
- 5.4.1. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants directly or indirectly in connection with the Project, such as expenses for: obtaining bids or proposals from Contractor(s); reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.10.

## **SECTION 6 – CONSTRUCTION COST AND OPINIONS OF COST**

- 6.1 Construction Cost.
- 6.1.1. The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraphs 3.5 through 3.7, inclusive.
- 6.2. Opinions of Cost.
- 6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.6.
- 6.2.2. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:
- 6.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project or Construction Costs in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

**SECTION 7 - OTHER****7.1 Termination**

7.1.1. The obligation to provide further services under this Agreement may be terminated:

7.1.1.1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.1.2. Upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER'S responsibilities as a licensed professional; or

7.1.1.3. Upon seven days written notice if the ENGINEER'S services for the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control.

7.1.1.4. ENGINEER shall have no liability to OWNER on account of such termination.

7.1.1.5. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days or receipt thereof; provided that if and to the extent such substantial failure cannot be reasonably cured with such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

7.1.1.6. *For convenience*, by OWNER effective upon the receipt of notice by ENGINEER.

7.1.2. The terminating party under paragraphs 7.1.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

7.2. ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

7.2.1. Workers Compensation Insurance shall be maintained as required by applicable law. General and Automobile Liability limits shall be at least \$5,000,000 each occurrence and \$5,000,000 aggregate. The foregoing limits may be met through a combination of primary and excess coverage. OWNER shall be named as additional insured on ENGINEER'S General and Automobile policies. ENGINEER agrees to provide OWNER with a certificate of insurance evidencing the coverage required herein upon execution of this Agreement.

7.2.2. Professional Liability limits shall be at least \$2,000,000 per claim and \$2,000,000 annual aggregate.

7.3. ENGINEER shall at all times remain an "Independent Contractor" with respect to the services to be performed be performed under this Agreement. The OWNER shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or

medical insurance, and Worker's Compensation Insurance since the ENGINEER is an "Independent Contractor".

7.4. ENGINEER affirms that it has neither an interest, nor shall acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services under this Agreement.

7.5. Controlling Law.

7.5.1. This Agreement is to be governed by the law of the STATE OF NORTH CAROLINA without regard to any conflicts of laws provisions thereof.

7.6. Successors and Assigns.

7.6.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted elsewhere within this Agreement the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.6.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.6.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.7. Disputes.

7.7.1. All unresolved claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by the appropriate division of the General Court of Justice for Alamance County, North Carolina unless alternative resolution procedures are mutually agreed to between the Parties.

7.8 Supplemental Terms and Conditions.

7.8.1 Standard of Care/Warranty. ENGINEER shall perform its services under this Agreement in accordance with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, ENGINEER MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO ENGINEER'S SERVICES AND ENGINEER DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**7.8.2 Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

**7.8.3 Site Access and Safety.** OWNER shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. ENGINEER will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including OWNER's contractors, subcontractors, or other parties present at the site.

**7.8.4 Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. OWNER understands ENGINEER's layout of boring and test locations is approximate and that ENGINEER may deviate a reasonable distance from those locations. ENGINEER will take reasonable precautions to reduce damage to the site when performing Services; however, OWNER accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

**7.8.5 Utilities.** OWNER shall provide the location and/or arrange for the marking of private utilities and subterranean structures. ENGINEER shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. ENGINEER shall not be responsible for damage to subterranean structures or utilities that are not called to ENGINEER's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to ENGINEER.

**7.8.6 Change Orders.** OWNER may request changes to the scope of Services by altering or adding to the Services to be performed. If OWNER so requests, ENGINEER will return to OWNER a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following OWNER's review, OWNER shall provide written acceptance. If OWNER does not follow these procedures, but instead directs, authorizes, or permits ENGINEER to perform changed or additional work, the Services are changed accordingly and ENGINEER will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to ENGINEER at the time of proposal, ENGINEER is entitled to a change order equitably adjusting its Services and fee.

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

OWNER:

ENGINEER:

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Megan Garner  
City Manager

---

William Anderson,  
Chief Operating Officer, Eastern  
Operating Group

WITNESS:

WITNESS:

---

Renee Ward, City Clerk

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Anish Patel, Assistant Corporate  
Secretary

This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

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, Finance Director



## STAFF REPORT

SUBJECT:	MOTOROLA SOLUTIONS CONTRACT EXTENSION
PREPARED BY:	ASSISTANT CHIEF SISK

### REQUESTED ACTION:

Approve a 5-year contract extension with Motorola Solutions, which provides our body-worn camera service, in-car camera service, and video evidence storage.

### BACKGROUND/SUMMARY:

In October of 2021, the Graham Police Department entered into a contract with Motorola Solutions to provide digital video evidence services for 5 years. That contract expires in October of 2026. The new contract extends our current service for an additional 5 years for a total of \$332,010.41, which is paid over a 5-year period. The payment breakdown is as follows:

Year 1: \$80,373.18  
Year 2: \$62,909.31  
Year 3: \$62,909.31  
Year 4: \$62,909.31  
Year 5: \$62,909.31  
**Total: \$332,010.41**

This contract extension includes a \$19,179 annual reduction over the previous contract.

### FISCAL IMPACT:

\$332,010.41 paid over a 5-year period

### STAFF RECOMMENDATION:

Approval

### SUGGESTED MOTION(S):

Make a motion to approve the contract extension.



**CITY OF**  
**Graham**  
NORTH CAROLINA

# STAFF REPORT

<b>SUBJECT:</b>	BUDGET AMENDMENTS FOR IT, FIRE, AND PUBLIC WORKS DEPARTMENTS
<b>PREPARED BY:</b>	AARON HOLLAND, ASSISTANT CITY MANAGER, THERESA TURNER, FINANCE MANAGER

### REQUESTED ACTION:

Approve a budget amendment in the amount of \$212,660, comprised of the following departments: IT (\$122,200), Fire (\$20,000), and Public Works (\$70,460).

### BACKGROUND/SUMMARY:

Recent economic reports indicate that new tariffs and inflationary pressures will continue to increase the cost of goods through 2026. With the anticipation of equipment to nearly double for certain departments based on quotes for the upcoming fiscal year, the City is looking to be proactive by purchasing items expected to be purchased in next year's budget this year. In order to do so, a budget amendment would need to be approved by City Council to make those funds available ahead of the June 30<sup>th</sup> end-date for this current budget year. Budget amendments are requested for the following reasons:

### FISCAL IMPACT:

Anticipated costs are expected to be much more than current costs for goods, nearly double in certain cases.

### STAFF RECOMMENDATION:

Approval.

### SUGGESTED MOTION(S)

I move we approve the budget amendment in the amount of \$212,660, comprised of the following departments: IT (\$122,200), Fire (\$20,000), and Public Works (\$70,460).

**CITY OF GRAHAM**  
**BUDGET AMENDMENT ORDINANCE**  
**2025-2026**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM THAT**  
**THE 2025 - 2026 BUDGET ORDINANCE SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:**

**Section 1.**

**EXPENDITURES**

DEPARTMENT/ACCOUNT	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE ( DECREASE)
		-			-
IT - Contracted Services	49,700.00	<b>54,200.00</b>	<b>4,500.00</b>		<b>4,500.00</b>
IT - Small Equipment	79,000.00	<b>119,000.00</b>	<b>40,000.00</b>		<b>40,000.00</b>
IT - Capital Outlay Equipment	79,400.00	<b>157,100.00</b>	<b>77,700.00</b>		<b>77,700.00</b>
Fire - Small Equipment	-	<b>20,000.00</b>	<b>20,000.00</b>		<b>20,000.00</b>
Property Maintenance - Capital Outlay Other Improvement:	-	<b>70,460.00</b>	<b>70,460.00</b>		<b>70,460.00</b>
	<b>208,100.00</b>	<b>420,760.00</b>	<b>212,660.00</b>	-	<b>212,660.00</b>

**Section 2.**

**REVENUES**

	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Refuse Fees	\$950,000.00	<b>\$1,092,200.00</b>	<b>142,200.00</b>		<b>142,200.00</b>
Local Sales Tax	\$6,900,000.00	<b>\$6,970,460.00</b>	<b>70,460.00</b>		<b>70,460.00</b>
	<b>\$7,850,000.00</b>	<b>\$8,062,660.00</b>	<b>212,660.00</b>	-	<b>212,660.00</b>

Adopted this 12th day of May 2026.

Attest:

\_\_\_\_\_  
 Mayor Chelsea Dickey

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



# STAFF REPORT

SUBJECT:	STATE FORFEITURE FUND BUDGET AMENDMENT 2025-2026
PREPARED BY:	ASSISTANT CHIEF DANIEL SISK

## REQUESTED ACTION:

The Graham Police Department requests that the Council approve a budget amendment in the amount of \$7,000 in state drug forfeiture revenue to the state account balance for use.

## BACKGROUND/SUMMARY:

The Police Department is requesting a budget amendment on behalf of Chief Neil for the use of these funds for the purchase of Versaterm Public Safety US software, which supports our agency's peer support efforts. This request complies with the rules and regulations governing the use of forfeiture funds under State 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 state drug fund budget total \$7,000.

## STAFF RECOMMENDATION:

Approval.

## SUGGESTED MOTION(S)

Make a motion to approve a budget amendment recognizing \$7,000 in state drug forfeiture revenue.

**Versaterm Public Safety US, Inc.**

(referred to hereafter as "Versaterm")

1 North MacDonald, Suite 500  
Mesa, Arizona USA  
85201

Email address for notices:

[legal@versaterm.com](mailto:legal@versaterm.com)

**SERVICE SCHEDULE**

<p>Graham Police Department (NC) 216 S. Maple St., Graham, NC 27253, United States tbarnes@cityofgraham.com <i>(referred to hereafter as "Customer")</i></p>	<p>Invoices shall be sent to  216 S. Maple St., Graham, NC 27253, United States  Attention: Graham Police Department (NC) Email: tbarnes@cityofgraham.com  Is a purchase order required? No</p>
<p>Initial Subscription Term: 12 months commencing upon Provisioning</p>	

Item	Quantity	Price per Unit	Discount	Net Total
Mindbase base subscription per agency	1	\$2,500.00		\$2,500.00
Mindbase subscription	46	\$48.00		\$2,208.00
Initial Mindbase configuration and training. Includes standard CAD/RMS Interface.	1	\$2,750.00		\$2,750.00

Total:	\$7,458.00
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*The amounts indicated above are exclusive of sales taxes*

## **INVOICING**

Versaterm shall invoice the Customer for the above Subscription Fees for the Subscription Services at the beginning of the Initial Subscription Term and annually on each anniversary date for the duration of the Subscription Term.

The non-recurring Professional Service Fees defined above shall be invoiced upon Provisioning.

## **SPECIFIC SUBSCRIPTION SERVICES/SERVICES**

The following terms apply to the software and service(s) identified above.

### **A. Mindbase**

#### **1. Definitions**

The following definitions apply to this Service Schedule and shall supersede any definitions defined in the MSA.

- A. **“Customer Contact Data”** means data Versaterm collects from Customer, its Authorized Users, and their end users for business contact purposes.
- B. **“Customer Data”** does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Versaterm Data.
- C. **“Process” or “Processing”** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- D. **“Service Use Data”** means data generated by Customer’s use of the Software and Subscription Services or by Versaterm’s support of the Software and Subscription Services including product performance and error information, activity logs and date and time of use.

#### **2. Modifications.**

- A. Versaterm may modify the Software and Subscription Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation (as defined below) for the Subscription Software may be updated to reflect such modifications.

#### **3. User Credentials.**

- A. If applicable, Versaterm will provide Customer with administrative user credentials for the Software, and Customer will ensure such administrative user credentials are accessed and used

only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), ~~including any changes made to the Subscription Software or issues or user impact arising therefrom.~~ To the extent Versaterm provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such services will be invoiced to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms below.

#### **4. Beta Services.**

- A. If Versaterm makes any beta version of a software application ("Beta Service") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Versaterm. Versaterm will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Versaterm may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

#### **5. Support of Downloaded Clients.**

- A. Mindbase Wellness App is available in the iOS App Store and Google Play store for download. Authorized Users may install the app on their mobile device(s) or access content through a web browser. Versaterm may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates.

#### **6. Export Control.**

- A. Customer, its employees, and any other Authorized Users will not access or use the Software and Subscription Services in any jurisdiction in which the provision of such Software and Subscription Services is prohibited under applicable laws or regulations (a "Prohibited Jurisdiction"), and Customer will not provide access to the Software and Subscription Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Subscription Software or Services in violation of

any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

## **7. Customer-Provided Equipment**

- A. Certain components, including equipment and software, not provided by Versaterm may be required for use of the Software and Subscription Services (“Customer-Provided Equipment”). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Versaterm/Mindbase to access and use the applicable Customer-Provided Equipment to provide the Software and Subscription Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Versaterm) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify the Mindbase team of any Customer-Provided Equipment damage, loss, change, or theft that may impact Versaterm’s (through Mindbase) ability to provide the Software and Subscription Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under this Service Schedule.

## **8. Non-Versaterm Content.**

- A. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Versaterm (collectively, “Non-Versaterm Content”) with or through the Software and Subscription Services. If Customer accesses, uses, or integrates any Non-Versaterm Content with the Software and Subscription Services, Customer will first obtain all necessary rights and licenses to permit Customer’s and its Authorized Users’ use of the Non-Versaterm Content in connection with the Software and Subscription Services. Customer will also obtain the necessary rights for Versaterm to use such Non-Versaterm Content in connection with providing the Software and Subscription Services, including the right for Versaterm to access, store, and process such Non-Versaterm Content (e.g., in connection with the Subscription Software), and to otherwise enable interoperation with the Software and Subscription Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Versaterm Content with the Software and Subscription Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Versaterm Content. Customer acknowledges and agrees that Versaterm is not responsible for, and makes no representations or warranties with respect to, the Non-Versaterm Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Versaterm Content or failure to properly interoperate with the Software and Subscription Services). If Customer receives notice that any

Non-Versaterm Content must be removed, modified, or disabled within the Software and Subscription Services, Customer will promptly do so. Versaterm will have the right to disable or remove Non-Versaterm Content if Versaterm believes a violation of law, third-party rights, or Mindbase's/Versaterm's policies is likely to occur, or if such Non-Versaterm Content poses or may pose a security or other risk or adverse impact to the Software and Subscription Services, Versaterm, Mindbase, Mindbase's/Versaterm's systems, or any third party (including other Versaterm customers).

## **9. Versaterm Materials**

A. Customer acknowledges that Versaterm may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Versaterm has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations or derivative works of the foregoing, whether made by Versaterm or another party) (collectively, "Versaterm Materials"). The Software and Subscription Services, Versaterm Data, Third-Party Data, and Documentation, are considered Versaterm Materials. Except when Versaterm has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Versaterm Materials are the property of Versaterm or its licensors, and Versaterm or its licensors retain all right, title and interest in and to the Versaterm Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Versaterm Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Versaterm to effectuate the foregoing. Versaterm and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Software and Subscription Services or other Versaterm Materials, or permit any third party to do so.

## **10. End User Licenses.**

A. Notwithstanding any provision to the contrary in the Agreement, certain software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open-source software, included in the Software and Subscription Service. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

## **11. Processing Customer Data**

- A. **Versaterm Use of Customer Data.** To the extent permitted by law, Customer grants Versaterm to use Customer Data to (a) perform Services and provide the Subscription Software under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Versaterm products and services, and (c) create new products and services. Customer represents and warrants to Versaterm that Customer's instructions, including appointment of Versaterm as a processor or sub-processor, have been authorized by the relevant controller.
- B. **Collection, Creation, Use of Customer Data.** Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with the Software and Subscription Services), and Versaterm's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Versaterm's and its subcontractors' use) of the Customer Data as described in the Agreement.
- C. **Data Retention and Deletion.** Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Versaterm will delete all Customer Data following termination or expiration of the Agreement or this Service Schedule, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Versaterm in writing before expiration or termination in accordance with Section 23 "Notices" of the MSA. Versaterm will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Versaterm through a mutually executed Service Schedule.
- D. **Service Use Data.** Customer understands and agrees that Versaterm may collect and use Service Use Data for its own purposes, including the uses described below. Versaterm may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes.
- E. **Third-Party Data and Versaterm Data.** Versaterm Data and Third-Party Data may be available to Customer through the Software and Subscription Services. Customer and its Authorized Users may use Versaterm Data and Third-Party Data as permitted by Versaterm and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Versaterm Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise

misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in an addendum to this Service Schedule. Any rights granted to Customer or Authorized Users with respect to Versaterm Data or Third-Party Data will immediately terminate upon termination or expiration of the MSA or this Service Schedule. Further, Versaterm or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Versaterm Data or Third-Party Data if Versaterm or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Versaterm's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Versaterm Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Versaterm. Notwithstanding any provision of the Agreement to the contrary, Versaterm will have no liability for Third-Party Data or Versaterm Data available through the Software and Subscription Services. Versaterm and its Third-Party Data providers reserve all rights in and to Versaterm Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

F. **Versaterm as a Controller or Joint Controller.** In all instances Mindbase acts as a controller of data, it will comply with the applicable provisions of our Mindbase Privacy Statement at <https://getmindbase.com/privacy-policy>, as may be updated from time to time. Mindbase holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Mindbase Privacy Statement. In instances where Mindbase is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

This "Service Schedule" is entered into as of the date of the last signature set forth on the signature page hereto (the "Effective Date"), by and between Versaterm Public Safety US, Inc. and Customer. Master Software and Services Agreement shall govern this Service Schedule found at <https://www.versaterm.com/legal/msa20241125> as of the Effective Date. Each person signing this Service Schedule has the full authority to execute this Service Schedule.

**Versaterm Public Safety US, Inc.:**

**Graham Police Department (NC):**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed Name)

Name: \_\_\_\_\_  
(Printed Name)

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CITY OF GRAHAM**

**BUDGET AMENDMENT ORDINANCE  
2025-2026**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM THAT  
THE 2025 - 2026 BUDGET ORDINANCE SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:**

**Section 1.**

**EXPENDITURES**

DEPARTMENT/ACCOUNT	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE ( DECREASE)
Police - Small Equipment	3,000.00	10,000.00	7,000.00		7,000.00
		-			-
	<b>3,000.00</b>	<b>10,000.00</b>	<b>7,000.00</b>	-	<b>7,000.00</b>

**Section 2.**

**REVENUES**

	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
State Drug Monies	\$3,000.00	\$10,000.00	7,000.00		7,000.00
					-
	<b>\$3,000.00</b>	<b>\$10,000.00</b>	<b>7,000.00</b>	-	<b>7,000.00</b>

Adopted this 12th day of May 2026.

Attest:

\_\_\_\_\_  
Mayor Chelsea Dickey

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



## STAFF REPORT

SUBJECT:	Budget Amendment for Audit Services
PREPARED BY:	Theresa Turner, Finance Manager

### REQUESTED ACTION:

Approve a budget amendment in the amount of \$61,976 for Fiscal Year 2025 Audit Services.

### BACKGROUND/SUMMARY:

The City of Graham recently completed the FY25 audit using Cobb Ezekiel Loy & Company and Stout Stuart McGowen & King as the audit firms. To cover both contracted services, a budget amendment will need to be approved accordingly.

### FISCAL IMPACT:

The fiscal impact of \$61,976 will be covered by the projected refuse fess collected.

### STAFF RECOMMENDATION:

Approval.

### SUGGESTED MOTION(S):

Make a motion to a budget amendment in the amount of \$61,976 for the Finance Department.

**CITY OF GRAHAM**

**BUDGET AMENDMENT ORDINANCE  
2025-2026**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM THAT  
THE 2025 - 2026 BUDGET ORDINANCE SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:**

**Section 1.**

**EXPENDITURES**

DEPARTMENT/ACCOUNT	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE ( DECREASE)
Finance - Audit	78,000.00	139,976.00	61,976.00		61,976.00
		-			-
	<b>78,000.00</b>	<b>139,976.00</b>	<b>61,976.00</b>	-	<b>61,976.00</b>

**Section 2.**

**REVENUES**

	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Current Year Tax	\$7,707,921.00	\$7,769,897.00	61,976.00		61,976.00
					-
	<b>\$7,707,921.00</b>	<b>\$7,769,897.00</b>	<b>61,976.00</b>	-	<b>61,976.00</b>

Adopted this 12th day of May 2026.

Attest:

\_\_\_\_\_  
Mayor Chelsea Dickey

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



## STAFF REPORT

SUBJECT:	NEOGOV SOFTWARE MAINTENANCE & CHANGES
PREPARED BY:	LORRIE ANDREWS, HR DIRECTOR

### REQUESTED ACTION:

Approve the attached Budget Amendment Ordinance for the NeoGov software maintenance and changes in the amount of **\$27,860.00**, to be allocated across applicable expenditure and revenue accounts.

### BACKGROUND/SUMMARY:

The City currently utilizes multiple NeoGov modules to support recruitment, onboarding, performance management, and training functions. A consolidated invoice was received totaling **\$27,860.00** for software maintenance and system updates.

This amendment aligns the budget to properly account for these costs and ensures continuity of critical HR and operational systems. The expense will be split evenly (50/50) between General Fund and Water/Sewer Fund accounts.

### FISCAL IMPACT:

Total Budget Amendment: **\$27,860.00**

Expenditures (Increase)	Revenues (Increase)
10-4200-8000 – \$13,930.00	10-3350-0000 – \$13,930.00
31-4500-8000 – \$13,930.00	31-3750-0000 – \$13,930.00

### STAFF RECOMMENDATION:

Staff recommends approval of the Budget Amendment Ordinance to fund the NeoGov software maintenance and ensure continued system functionality.

### SUGGESTED MOTION(S):

I move that the City Council approve the Budget Amendment Ordinance for NeoGov software maintenance and changes in the amount of \$27,860.00.

**CITY OF GRAHAM**

**BUDGET AMENDMENT ORDINANCE  
2025-2026**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM THAT  
THE 2025 - 2026 BUDGET ORDINANCE SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:**

**Section 1.**

**EXPENDITURES**

DEPARTMENT/ACCOUNT	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE ( DECREASE)
		-			-
Administration - Software Maintenance & Changes	-	<b>13,930.00</b>	<b>13,930.00</b>		<b>13,930.00</b>
Admin Water-Sewer Billing - Software Maintenance & Char	20,000.00	<b>33,930.00</b>	<b>13,930.00</b>		<b>13,930.00</b>
		<b>20,000.00</b>	<b>47,860.00</b>	-	<b>27,860.00</b>

**Section 2.**

**REVENUES**

	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Miscellaneous Income	\$40,000.00	\$53,930.00	<b>13,930.00</b>		<b>13,930.00</b>
Miscellaneous Income	\$15,000.00	\$28,930.00	<b>13,930.00</b>		<b>13,930.00</b>
	<b>\$55,000.00</b>	<b>\$82,860.00</b>	<b>27,860.00</b>	-	<b>27,860.00</b>

Adopted this 12th day of May 2026.

Attest:

\_\_\_\_\_  
Mayor Chelsea Dickey

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

**CITY OF GRAHAM  
RELEASE ACCOUNTS**

---

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**MAY**

<u>ACCT #</u>	<u>YEAR</u>	<u>NAME</u>	<u>REASON FOR RELEASE</u>	<u>AMOUNT RELEASED</u>
18460	2025	WHITFIELD, LOGAN RUSSELL	BOAT NOT IN CITY LIMITS OF GRAHAM	\$15.58
15062	2024	WHITFIELD, LOGAN RUSSELL	BOAT NOT IN CITY LIMITS OF GRAHAM	\$2.79

**TOTAL RELEASES**      **\$18.37**



## STAFF REPORT

SUBJECT:	SAFE STREETS AND ROADS FOR ALL GRANT RESOLUTION IN SUPPORT
PREPARED BY:	AARON HOLLAND, ASSISTANT CITY MANAGER

### REQUESTED ACTION:

Approve a resolution in support of the Safe Streets and Roads For All (SS4A) Grant application for planning and demonstration activities.

### BACKGROUND/SUMMARY:

The Safe Streets and Roads for All (SS4A) grant program is a federal government initiative established by the Bipartisan Infrastructure Law to prevent roadway fatalities and serious injuries. It funds local, regional, and Tribal initiatives, including safety planning, infrastructure projects, and behavioral improvements. The program focuses heavily on projects that improve safety for all users, including pedestrians, bicyclists, and public transportation users.

As state in the attached resolution, the City desires to undertake planning efforts to develop and enhance a data-driven Safety Action Plan that identifies high-risk locations, prioritizes safety improvements, and establishes measurable performance outcomes. The City also proposes to implement demonstration activities to pilot low-cost, temporary, high-impact safety improvements, and evaluate their effectiveness to inform future infrastructure investments.

### FISCAL IMPACT:

The City commits to providing the required 20 percent non-federal match, which may include a combination of in-kind and cash contributions, in accordance with SS4A program requirements.

### STAFF RECOMMENDATION:

Approval.

### SUGGESTED MOTION(S):

I move we approve a resolution in support of the Safe Streets and Roads For All (SS4A) Grant application for planning and demonstration activities.

**CITY OF GRAHAM, NORTH CAROLINA**  
**RESOLUTION IN SUPPORT OF THE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT**  
**APPLICATION FOR PLANNING AND DEMONSTRATION ACTIVITIES**

**WHEREAS**, the City of Graham is committed to protecting the health, safety, and welfare of its residents and visitors; and

**WHEREAS**, roadway safety is a critical priority, and the City seeks to reduce traffic-related fatalities and serious injuries for all users, including motorists, pedestrians, bicyclists, and transit users; and

**WHEREAS**, the U.S. Department of Transportation’s Safe Streets and Roads for All (SS4A) Grant Program provides funding to support comprehensive safety planning and demonstration activities that advance the Safe System Approach; and

**WHEREAS**, the City of Graham desires to undertake planning efforts to develop and enhance a data-driven Safety Action Plan that identifies high-risk locations, prioritizes safety improvements, and establishes measurable performance outcomes; and

**WHEREAS**, the City of Graham proposes to implement demonstration activities to pilot low-cost, temporary, high-impact safety improvements, evaluate their effectiveness to inform future infrastructure investments; and

**WHEREAS**, these planning and demonstration efforts will improve the City’s ability to collect, analyze, and apply transportation safety data to support evidence-based decision-making; and

**WHEREAS**, the City of Graham recognizes the importance of coordination with regional partners, including the Burlington–Graham Metropolitan Planning Organization, the North Carolina Department of Transportation, local schools, and public safety agencies, to advance shared safety goals.

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

1. The City of Graham hereby supports and approves the submission of an application to the U.S. Department of Transportation’s Safe Streets and Roads for All (SS4A) Grant Program for planning and demonstration activities.
2. The City commits to providing the required 20 percent non-federal match, which may include a combination of in-kind and cash contributions, in accordance with SS4A program requirements.
3. The City commits to carrying out the proposed planning and demonstration activities in accordance with program requirements, if awarded.
4. The City will utilize the results of these efforts to inform future safety improvements, policies, and investments aimed at reducing traffic-related fatalities and serious injuries.
5. The City will coordinate with the Burlington–Graham Metropolitan Planning Organization (BGMPO) to incorporate findings from the demonstration activities and integrate the completed Safety Action Plan into regional transportation planning efforts.

6. The City authorizes the City Manager, or their designee, to execute all necessary documents and take all actions required to submit the application and, if awarded, to implement the project.

**ADOPTED Tuesday, May 12, 2026.**

---

Chelsea Dickey  
Mayor of Graham, North Carolina

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Renee Ward  
City of Graham City Clerk

## STAFF REPORT

SUBJECT:	ACCESSORY DWELLING UNIT TEXT AMENDMENT
PREPARED BY:	CAMERON WEST, SENIOR PLANNER

### REQUESTED ACTION:

Consider a request to add regulation to the development ordinance for accessory dwelling units.

### BACKGROUND/SUMMARY:

City Council directed staff to draft language addressing Accessory Dwelling Units. Planning Board recommended approval of the amendment with the revisions of dropping the maximum square footage for attached and detached ADU's from 1,600 to 1,200 square feet, require a minimum lot size of 20,000 square feet to allow for an ADU, and allow ADU's to be served off of existing private connections to the primary dwelling if capacity allows it.

### FISCAL IMPACT:

ADU's generally provides a positive fiscal impact for municipalities through increased property tax revenues and improved housing affordability without requiring large-scale infrastructure investments.

### STAFF RECOMMENDATION:

Approval.

### SUGGESTED MOTION(S):

I move we approve the amendment to the Development Ordinance for Accessory Dwelling Units.

## **Section 10.252 Accessory Dwelling Units (ADUs)**

### **10.252.1 Purpose.**

The purpose of the following sections is to create opportunities for a diverse housing stock within the City, as well as opportunities for multigenerational families, supplemental income, and aging in place. Any dwelling unit created must meet residential building code.

### **10.252.2 Applicability.**

This section shall apply to all single-family residential districts. However, no accessory dwelling unit may be placed on the same lot as a duplex, multifamily structure, or townhome. ADUs shall only be occupied as single-family residences. No duplexes or multifamily units shall be permitted as ADUs. Nothing in this section shall apply to any of the following:

- (a) The validity of enforceability of private covenants or other contractual agreements among property owners related to dwelling type restrictions.
- (b) Properties located within a Historic Preservation District.
- (c) Properties designated as a National Historic Landmark by the United States Department of Interior.

### **10.252.3 Accessory Dwelling Units as freestanding structures.**

New or existing accessory buildings may be used as dwelling units in addition to the principal detached single-family dwelling unit any single-family residential zoning district upon issuance of a zoning and building permit, subject to the following conditions:

- (a) The lot is developed, or proposed to be developed, with a single-family dwelling and customary accessory outbuildings.
- (b) The lot shall have legal access to a public or private street.
- (c) One (1) accessory dwelling unit is permitted per lot, whether within the principal dwelling or as a freestanding structure.
- (d) The structure containing the accessory dwelling must meet the applicable primary building setbacks established in Section 10.245, Area, Height, and Yard Regulations.
- (e) Accessory Dwelling Units are limited to the side and rear yard of the property. The Accessory Dwelling Unit shall not encroach past the front building line of the Primary Single Family Dwelling.
- (f) The existing, primary dwelling may be non-conforming in regard to building setbacks required in the zoning district as long as the accessory unit conforms to all primary building setbacks for the zoning district in which the dwelling unit resides.
- (g) The accessory dwelling unit shall not exceed 50% of the heated gross floor area of the primary residence up to a maximum area of 1600 square feet.
- (h) The accessory dwelling unit is constructed to the state building code for one and two-family dwellings.
- (i) There is sufficient off-street parking on the parcel to accommodate two spaces for the principal dwelling and one space per bedroom in the accessory dwelling unit, which may include garage spaces.

- (j) Manufactured homes, shipping containers, RVs, temporary structures, storage buildings, and similar structures shall not be permitted to become ADUs.
- (k) The application materials indicate storage locations for solid waste and recycling containers for both dwellings consistent with City Code requirements.
- (l) Units that existed prior to adoption of this Section that do not meet one or more provisions of this section may continue as legal non-conforming uses as defined in this Ordinance.
- (m) Accessory dwelling units shall not be used for short term rentals, bed and breakfasts, or a boarding house as defined by Section 10.16 of the City of Graham Development Ordinance. Accessory Dwelling Units to be rented or leased on a long-term basis shall not create significant noise, traffic, or other undesirable effects that would not customarily be associated with a primary single-family residential use.
- (n) For lots where the primary dwelling is connected to water and sewer service, then both the primary and accessory dwellings shall be connected to municipal water and sewer service, and each shall have its own separate water, sewer, and electrical meters. Lots with septic systems shall consult with Alamance County Environmental Health to determine if the septic system can accommodate the accessory dwelling unit in addition to the primary dwelling.
- (o) Anyone seeking an accessory dwelling unit in a freestanding structure shall coordinate with Alamance County GIA Addressing and City of Graham emergency services to ensure any address to be assigned will work for all agencies.

**10.252.4 Accessory Dwelling Units within a principal single-family dwelling.**

Accessory units may be located within a principal single-family dwelling in any single-family residential zoning district upon issuance of a zoning and building permit, subject to the following conditions:

- (a) The lot is developed, or proposed to be developed, with a single-family dwelling and customary accessory outbuildings.
- (b) The primary structure containing the accessory dwelling unit shall meet the applicable primary building setbacks established in Section 10.245, Area, Height, and Yard Regulations for the zoning district in which the dwelling resides in order to add an accessory dwelling unit.
- (c) Accessory Dwelling Units are limited to the side and rear yard of the property. The Accessory Dwelling Unit shall not encroach past the front building line of the Primary Single-Family Dwelling.
- (d) One (1) accessory dwelling unit is permitted per lot, whether within the principal dwelling or as a freestanding structure.
- (e) Manufactured homes, shipping containers, RVs, temporary structures, storage buildings, and similar structures shall not be permitted to become or contain ADUs.
- (f) The accessory dwelling unit does not exceed 50% of the heated gross floor area of the primary residence up to a maximum area of 1600 square feet.
- (g) The accessory dwelling unit must have its own exterior access. Any interior access to the principal dwelling must be lockable from both dwellings.
- (h) The application materials indicate storage locations for solid waste and recycling containers for both dwellings

consistent with City Code requirements.

- (i) The dwelling unit, if constructed as an addition onto a primary dwelling, shall meet all applicable building codes and setbacks established in Section 10.245, Area, Height, and Yard Regulations for the zoning district in which the dwelling unit resides.
- (j) Dwelling units that existed prior to adoption of this Section that do not meet one or more provisions of this section may continue as legal non-conforming uses as defined in this Ordinance.
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## Section 10.252 Accessory Dwelling Units (ADUs)

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### 10.252.3 Accessory Dwelling Units as freestanding structures.

New or existing accessory buildings may be used as dwelling units in addition to the principal detached single-family dwelling unit any single-family residential zoning district upon issuance of a zoning and building permit, subject to the following conditions:

- (a) The lot is developed, or proposed to be developed, with a single-family dwelling and customary accessory outbuildings.
- (b) **The lot has a minimum lot size of 20,000 square feet.**
- (c) The lot shall have legal access to a public or private street.
- (d) One (1) accessory dwelling unit is permitted per lot, whether within the principal dwelling or as a freestanding structure.
- (e) The structure containing the accessory dwelling must meet the applicable primary building setbacks established in Section 10.245, Area, Height, and Yard Regulations.
- (f) Accessory Dwelling Units are limited to the side and rear yard of the property. The Accessory Dwelling Unit shall not encroach past the front building line of the Primary Single Family Dwelling.
- (g) The existing, primary dwelling may be non-conforming in regard to building setbacks required in the zoning district as long as the accessory unit conforms to all primary building setbacks for the zoning district in which the dwelling unit resides.
- (h) The accessory dwelling unit shall not exceed 50% of the heated gross floor area of the primary residence up to a maximum area of ~~1600~~ **1200** square feet.
- (i) The accessory dwelling unit is constructed to the state building code for one and two-family dwellings.

- (j) There is sufficient off-street parking on the parcel to accommodate two spaces for the principal dwelling and one space per bedroom in the accessory dwelling unit, which may include garage spaces.
- (k) Manufactured homes, shipping containers, RVs, temporary structures, storage buildings, and similar structures shall not be permitted to become ADUs.
- (l) The application materials indicate storage locations for solid waste and recycling containers for both dwellings consistent with City Code requirements.
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- (o) For lots where the primary dwelling is connected to water and sewer service, then both the primary and accessory dwellings ~~shall be connected to municipal water and sewer service, and each shall have its own separate water, sewer, and electrical meters~~ **may use the existing privately tapped connection from the primary dwelling and connect it to the accessory dwelling if the capacity is available for both units.** Lots with septic systems shall consult with Alamance County Environmental Health to determine if the septic system can accommodate the accessory dwelling unit in addition to the primary dwelling.
- (p) Anyone seeking an accessory dwelling unit in a freestanding structure shall coordinate with Alamance County GIA Addressing and City of Graham emergency services to ensure any address to be assigned will work for all agencies.

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- (f) Manufactured homes, shipping containers, RVs, temporary structures, storage buildings, and similar structures shall not be permitted to become or contain ADUs.
- (g) The accessory dwelling unit does not exceed 50% of the heated gross floor area of the primary residence up to a maximum area of 1600 square feet.

- (h) The accessory dwelling unit must have its own exterior access. Any interior access to the principal dwelling must be lockable from both dwellings.
- (i) The application materials indicate storage locations for solid waste and recycling containers for both dwellings consistent with City Code requirements.
- (j) The dwelling unit, if constructed as an addition onto a primary dwelling, shall meet all applicable building codes and setbacks established in Section 10.245, Area, Height, and Yard Regulations for the zoning district in which the dwelling unit resides.
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- (n) Anyone seeking an accessory dwelling unit in a freestanding structure shall coordinate with Alamance County GIA Addressing and City of Graham emergency services to ensure any address to be assigned will work for all agencies.

## STAFF REPORT

SUBJECT:	FUTURE LAND USE PLAN
PREPARED BY:	CAMERON WEST, SENIOR PLANNER

### REQUESTED ACTION:

Review the draft Future Land Use Plan and Planning Board draft comments on the plan for approval.

### BACKGROUND/SUMMARY:

The City has completed its draft copy of the new Future Land Use Plan. Attached in the agenda is the full draft plan and its contents as well as a brief summary of changes to the previous plan. Planning Board have also reviewed the plan and have provided you all with their redline recommendation copy of the plans. A summary of their changes are also included in your packet. This meeting will consist of review and comment on portions of the document that may need to be altered based on the initial draft, recommendations from Planning Board, and any public comment that is received during the meeting.

### FISCAL IMPACT:

N/A

### STAFF RECOMMENDATION:

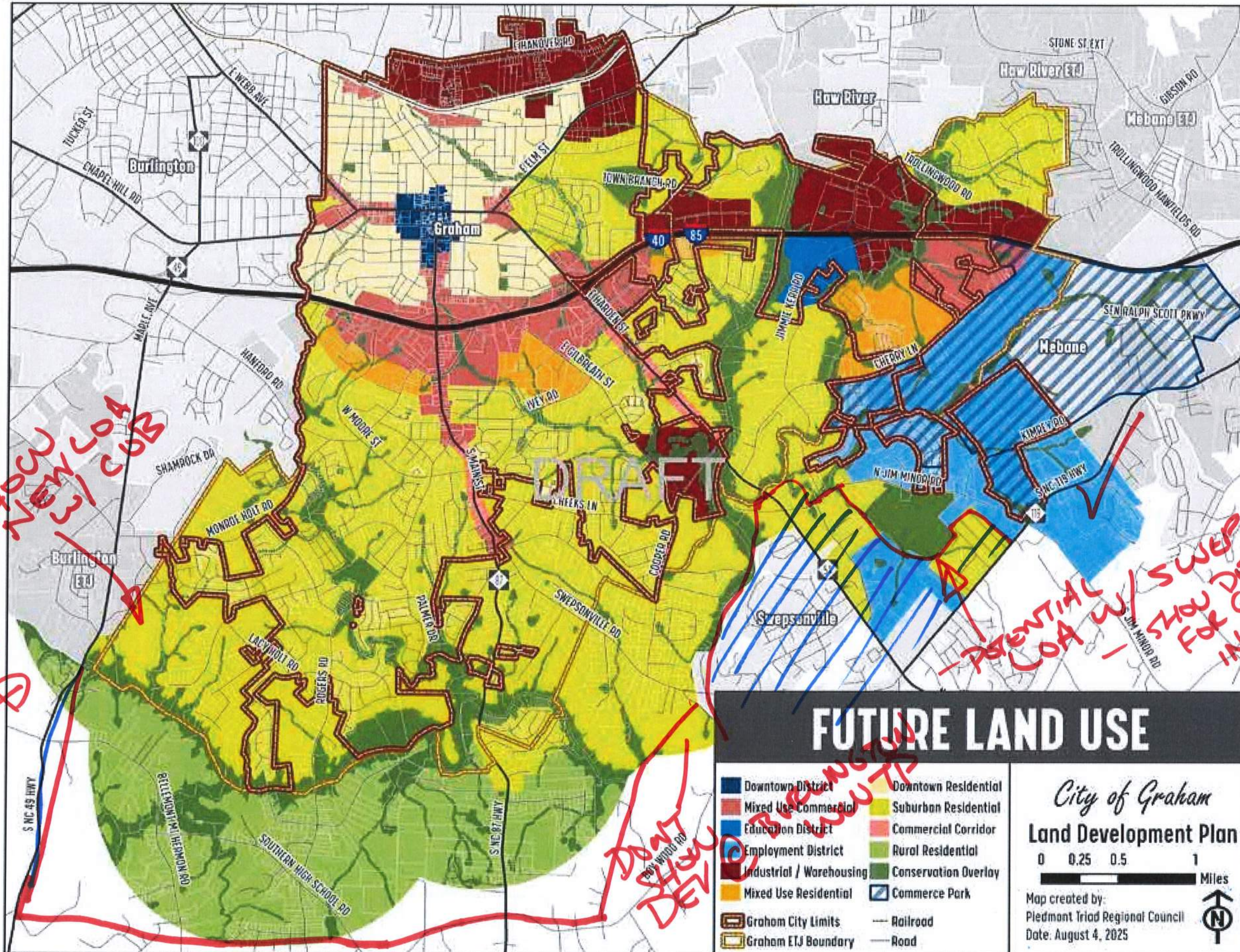
Approval.

### SUGGESTED MOTION(S):

I move we adopt the future land use plan.

- We need to adjust the future land uses based upon Burlington and Swepsonville locations and the current limited LOA with Burlington at Race Track Road. This would also include not showing any portion of the South Burlington WWTP within the future land use map.
- We also need to show that Graham isn't planning to cross HWY 49 to the southwest but I don't see a problem with continuing to show further land use to the south of the Creek. I would actually go all the way to Boywood Road and Southern High School Road and probably Bellemont Hermon Road all the way back to HWY 49.
- It would be really helpful for the plan to recommend that Graham aggressively explore lines of agreement with all neighboring communities including Swepsonville, Burlington, Haw River, and Mebane.
- Need to update the annexation file shown to include Shawn Cummings property in Graham, the Sheetz property in Swepsonville, and if the Clay Pigeon property has been annexed into Burlington or not.
- Growth wise, as we discussed the 2024 official population is much higher than what is shown in the document which will change the total growth. I think it would be helpful for the plan to include notes regarding that the growth is coming, either in Graham or up against Graham so we need to plan for how that growth is going to happen.

# 6.4 FUTURE LAND USE MAP



DON'T SHOW AREAS 49

SHOW NEW COA W/ SUB

DON'T SHOW DEV

POTENTIAL COA W/ SWEP. SHOW DEP. FOR GRAHAM IN SWEP.

## FUTURE LAND USE

Downtown District	Rural Residential
Mixed Use Commercial	Suburban Residential
Education District	Commercial Corridor
Employment District	Conservation Overlay
Industrial / Warehousing	Commerce Park
Mixed Use Residential	Railroad
Graham City Limits	Road
Graham ETJ Boundary	

*City of Graham*  
**Land Development Plan**  
 0 0.25 0.5 1 Miles  
 Map created by:  
 Piedmont Triad Regional Council  
 Date: August 4, 2025

# Comprehensive Land Development Plan

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City of Graham, NC

DRRAFT



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# SECTION 1: INTRODUCTION & OVERVIEW

## 1.1 PURPOSE

The purpose of a plan is to ~~be prepared~~ chart the course for the future. By taking a deliberate look at the current situation, making reasonable projections of anticipated growth, and determining what people would like to see in the future, development can happen in a manner that ~~improves~~ benefits and strengthens the community and protects valued resources. ~~Making~~ Developing this plan is an attempt to articulate the collective vision for the future of the City of Graham.

## 1.2 RELEVANT EXISTING PLANS

### The Graham 2035 Comprehensive Plan (2015 adoption)



The Graham 2035 Comprehensive Plan was an update to the City's 2000 Growth Management Plan. The update was needed because many of the action items from the earlier plan had been accomplished and the population and development patterns of the city had experienced significant change. The new plan was a long-range guide for growth and development, developed with extensive public outreach and collaboration. The plan's vision was crafted through numerous public meetings, community workshops,

and a citizen survey, ensuring that it reflected the shared goals and aspirations of Graham's residents. It serves as a foundational document for all future decisions regarding land use, infrastructure, and community services, providing a clear roadmap to guide the city's evolution over the next decade. The plan's implementation is a collaborative effort ~~between~~ among city staff, elected officials, and the public. It provides a flexible framework that allows the city to adapt to new challenges and opportunities while staying true to its long-term vision.

Public input for this plan showed desires to:

- ~~Grow downtown~~ Support Local Businesses
- Preserve and promote Graham's History
- Improve Schools
- Increase Walkability
- Expand Economic Opportunity
- Increase Local & Regional Accessibility
- Ensure that new development is harmonious with existing development

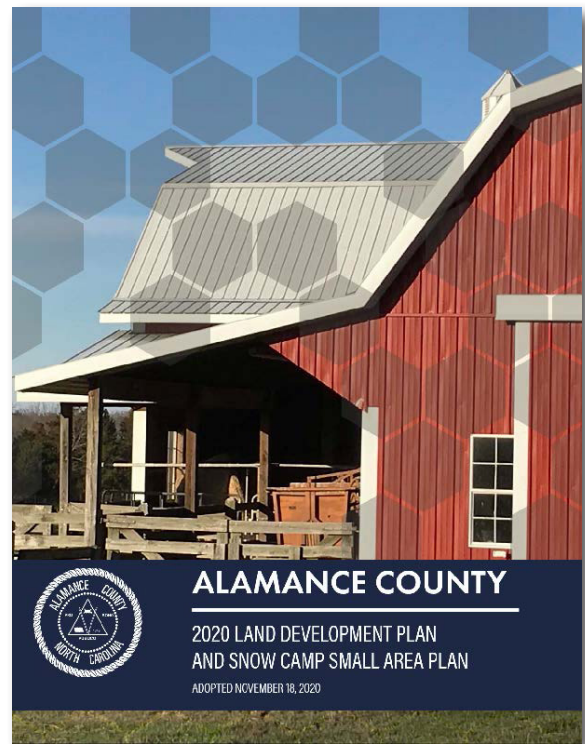
## Eno-Haw Regional Hazard Mitigation Plan (2025 adoption)



The Eno-Haw Regional Hazard Mitigation Plan is a comprehensive document that focuses on identifying potential hazards and developing strategies to reduce their impact on people and property. This plan is crucial for local governments, as it is a requirement for maintaining eligibility for pre- and post-disaster mitigation funding from FEMA.

The planning area for this initiative includes Alamance, Durham, Orange, and Person counties, along with their incorporated communities. The process was a collaborative effort, involving extensive input from county and municipal departments, citizens, and emergency management officials. This broad participation ensures that the plan reflects the unique risks and needs of both the City of Graham and the entire region.

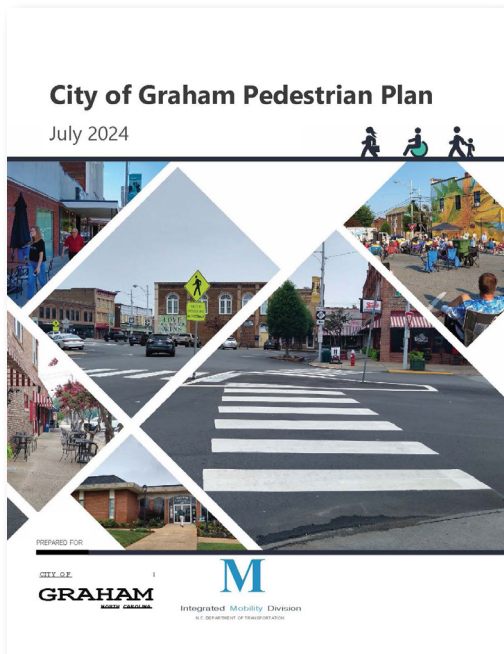
## Alamance County Land Development Plan (2020)



Adopted in November 2020, the Alamance County Land Development Plan is a guiding document for land use and growth throughout the county's unincorporated areas. This comprehensive plan is a collaborative effort, developed with input from citizens, the Board of Commissioners, and county staff. Its primary purpose is to provide a framework for orderly growth while balancing the need to protect the county's rural character, agricultural roots, and natural resources.

The plan serves as a guide for land use in the county's unincorporated areas, including those adjacent to the City of Graham. While the county's plan provides a high-level framework, it is the City of Graham's own Development Ordinance that governs all development within its corporate limits and its extraterritorial jurisdiction (ETJ).

## City of Graham Pedestrian Plan (2024 adoption)



The City of Graham Pedestrian Plan was developed to understand the community's vision and goals for an improved pedestrian network. Four types of improvements were identified and prioritized:

- Sidewalks, new to connect trip attractors
- Sidewalk Improvement Projects, upgrading existing sidewalks
- Intersection Improvement Projects to increase safety
- Greenway Corridors to provide recreation as well as transportation
- Enhancing existing facilities to meet future needs and ADA standards
- Developing policies and programs to support infrastructure improvements
- Incorporating pedestrian facilities into all municipal and state roadway projects

## BGMPO Metropolitan Transportation Plan 2045(2020)

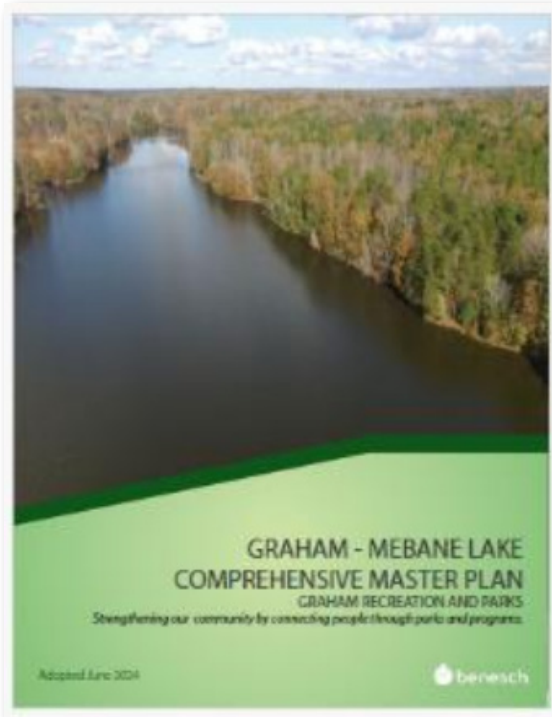


The Burlington Graham Metropolitan Planning Organization (BGMPO) is tasked with providing comprehensive transportation planning for the region. The Metropolitan Transportation Plan, adopted in 2020, outlines transportation goals for the next 20 years. Modes of transportation evaluated as part of this plan include highway, public transportation and rail, bicycle, and pedestrian. This plan does not cover routine maintenance or minor operations issues.

Recommendations relevant to Graham include:

- Intersection improvements to Wilkins Road and Bason Road
- Intersection improvements to West Parker Street
- Intersection improvements to East Elm Street
- Construct sidewalk West Pine Street to North Marshall Street
- Construct sidewalk on Ivey Road to East Gilbreath Street

# Graham-Mebane Lake Comprehensive Master Plan (2024)

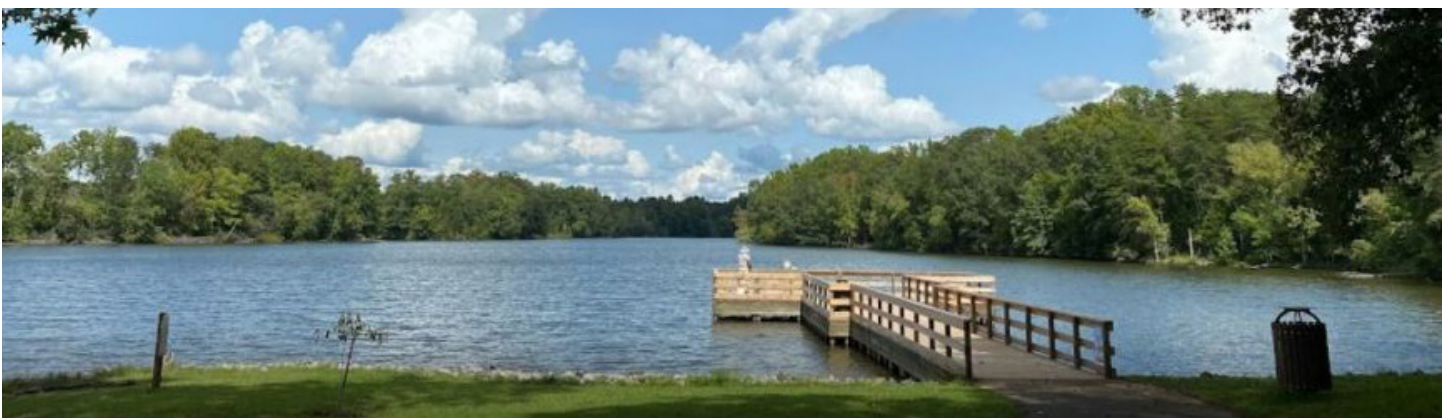


Graham-Mebane Lake is a signature recreation facility serving residents of both the cities of Graham and Mebane as well as the region. The lake and marina facilities offer residents and visitors access to a 650 acre municipal reservoir. Graham-Mebane Lake serves as the source of drinking water for citizens of Graham, Mebane, Green Level, and Swepsonville. The water treatment plant at the dam distributes 3.8 million gallons of water to 35,000 people on a daily basis. This master plan is a combined effort of the Graham Recreation and Parks staff and Benesch (consulting firm) working with the public

and other stakeholders. The plan is designed to provide a comprehensive roadmap for future improvements and management of the lake's resources, balancing recreational opportunities with environmental stewardship.

Ten year priority recommendations from the plan include:

- Replace and upgrade the boat launching facilities and vehicular circulation
- Design and construct a new Marina Office/Main Park facility
- Design and engineer a new sea wall to allow redevelopment of the central core area at the marina
- Ensure all existing and future facilities are accessible to all users
- Acquire and master plan the Bason Life Estate tract for consideration as a Nature Area
- Seek additional lakefront properties for potential acquisition in providing additional lake access and recreational opportunities
- Establish a Friends of the Lake committee; develop a work plan
- Seek partnerships with area businesses and agencies that focus on health and wellness to expand programming along the lake.



*Graham-Mebane Lake*

## Graham Recreation and Parks Master Plan (2020)

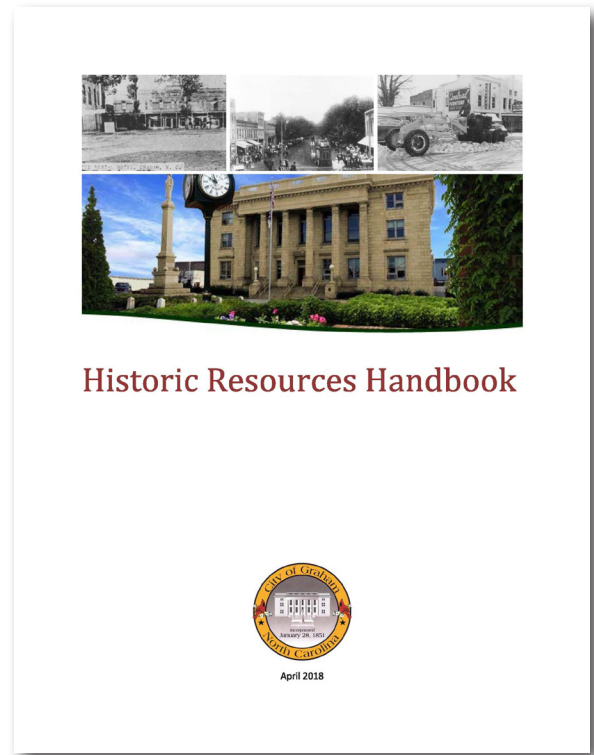


The City of Graham Recreation and Parks Department updated its Master Plan in 2020 to serve as a guide for the development of the Graham Recreation and Parks Department over the next 5-10 years. The master planning process provides opportunities for the public to voice their recreation wants and needs.

This updated planning document will provide staff, decision-makers, and the public with:

- A snapshot of community recreation needs;
- Inventories of existing facilities, programs, and conditions;
- Priorities for staff, program, and facility improvements;
- A framework of data and information to support decision-making;
- A tool to assist in grant applications.

## Historical Resources Handbook (2018)



The Historical Resources Handbook emphasizes that historic architecture is important to the look and feel of Graham's downtown. State accreditation emphasizes the historic value of the Courthouse Square and surrounding buildings. The goal of the handbook is to provide clear and concise recommendations on how to undertake projects, from simple repairs to major additions, in a manner that respects the integrity of historic properties. This includes guidance on appropriate materials, colors, and design elements. The preservation of historic properties helps to attract tourists and new businesses, boosting the local economy and maintaining a unique and authentic sense of place. The guidebook aims to:

- Preserve Graham's historic character
- Guide property owners and developers
- Educate the community

## 1.3 COMPREHENSIVE PLAN STEERING COMMITTEE

The Steering Committee that developed this plan was comprised of local business owners, longtime residents, and local elected officials. The steering committee was the voice of the citizens of Graham and they helped guide the planners from the Piedmont Triad Regional Council to create a plan that would best serve the City of Graham. In addition, a survey and community outreach at local events encouraged citizens to provide input into the plan throughout the planning process.

## 1.4 MISSION STATEMENT

*“To preserve Graham’s small-town feel, while accommodating future growth, incorporating economic concerns, and protecting the natural environment.”*



Mural in Downtown Graham

## 1.5 PUBLIC PARTICIPATION

To assist in updating the City of Graham's Land Development Plan, the Piedmont Triad Regional Council conducted public outreach through a survey of town residents, business and property owners, employees, and other stakeholders. The survey was publicized through official City of Graham communications, the City's Facebook page, public community events, and word of mouth. Public involvement was also garnered through public outreach at the Thursdays at Seven Concert Series in downtown Graham.

Throughout the planning process the overwhelming response was to keep Graham's small-town atmosphere.

201 survey responses were received. Comments were received at local events. Additionally, the survey questions and responses were discussed during the stakeholder meetings.

## 1.6 GEOGRAPHIC SCOPE

The entire City of Graham's Planning Jurisdiction and future growth areas including the land found within the City limits, Extra-territorial jurisdiction and other surrounding property were included in this plan.



*Downtown Graham*

## 1.7 ORGANIZATION OF THE PLAN

The City of Graham Comprehensive Plan is organized into eight sections.:

Section 1 – An overview of the plan.

Section 2 – Background information, and facts and figures on demographics.

Section 3 – Current regulatory controls governing land use.

Section 4 – Goals and the supporting strategies to achieve those goals.

Section 5 – Descriptions of each of the three planning districts.

Section 6 – Future Land Use Map.

Section 7 – A comparison of development patterns.

Section 8 – Implementation and review

Section 9 – Appendix of sources used to develop this plan

## 1.8 KEY ISSUES

Growth has been identified as a key issue facing the City of Graham. During meetings with the Steering Committee, the surveys received, and feedback from public events. In particular four questions concerning growth have been raised:

- What kind of Growth does Graham want?
- How much Growth does Graham want?
- Where should Growth be located?
- What should the Growth look like?

Preservation of the small-town feel was expressed numerous times throughout the development of this plan. Concern was expressed that growth has put pressure on housing costs. Additionally, population growth has caused Graham to have an increase in needed services which then leads to a need to find increased funding for increased public expenditures.

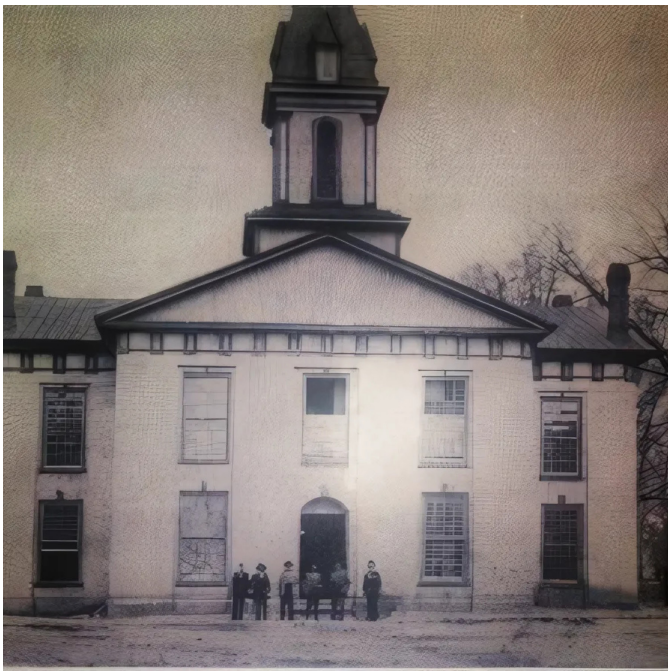
## 1.9 HOW TO USE THE PLAN

The plan is designed as a growth management guide for the community. Elected officials, appointed board members, City staff, developers, and citizens should view the plan as a tool that can be used for making development decisions. This document is not an ordinance, but will be used to guide rezonings and development decisions by Graham's elected and appointed boards.

*City of Graham Comprehensive Land Development Plan*

## SECTION 2: BACKGROUND INFORMATION

### 2.1 HISTORY



*Original Alamance Courthouse (c.1900)*

The beginnings of Graham date back to the mid 1800's. On April 19, 1849 the residents of Orange County, one of the largest counties in North Carolina at that time, voted by a narrow margin to divide Orange County into two counties because of its vastness, and therefore the difficulty in serving all its residents from the county seat. The western part of the county became Alamance County, so named for the Battle of Alamance, which occurred during the Revolutionary War on a site within the county.

The most desirable location nearest the geographical center of the new county was chosen as the site for the courthouse and thus, the county seat. The original size was a square containing 75 acres bounded on the north by what became Market Street and on the south by what became McAden Street. This new town was named Graham in honor of the Whig Governor of North Carolina at that time, William A. Graham. The

town became the first town to be incorporated in Alamance County, in January, 1851. Graham was laid out by local surveyor Silas Lane and follows the Lancaster square plan. This plan was named after its early use in Lancaster, Pennsylvania. The plan features a large square at the intersection of the main streets, created by notching out the corners of the adjacent blocks. Only a few of North Carolina's one hundred county seats use the Lancaster square plan, a plan that is the most dramatic in its visual impact and also the least resistant to traffic congestion. This scheme survives in only a few towns, including Pittsboro, Whiteville, Carthage, Mocksville, Lincolnton, and Graham. The square in Graham is among the most emphatic examples, principally because of the quality and intactness of the block faces that frame the square. Commercial buildings surround the notched-out square and turn the corners to the axial streets – Main Street running north-south and Elm Street running east-west. Commercial and residential buildings then line these axes and the secondary streets. The original brick and stucco courthouse was completed in 1851, but was replaced by the current structure in 1923.

The first commercial building, W.J. Nicks Grocery and Feed Store, a three-story brick structure, was built in 1850 at the southeast corner of the square. On the northwest corner of the square were the town's water supply, a wooden pump and water trough. This area became the trading center and the court square resembled the commons of a New England Village.

In 1856, plans were announced that the

North Carolina Railroad, running from Goldsboro to Charlotte, would pass within one block of the courthouse. With this announcement came images of a peaceful square becoming filled with smoke, dirt, and grime from the massive steam engines and noise from the engines scaring all the horses and other animals on the square. Graham's residents decided to pass an ordinance forbidding the construction of a railroad within one mile of the courthouse. With this ordinance, Graham's only chance of becoming a large metropolis was lost. The railroad company located its maintenance and repair shops approximately three miles west of Graham, and this area became known as Company shops and grew into what is now the City of Burlington, the largest city in the county.



*Oneida Cotton Mills*

At the time of the Civil War, Graham was an educational, legal, and business center. In 1885 an early tobacco factory was built, but by 1890 textiles had replaced tobacco as the major industry. By the turn of the century, Graham had become a "quiet and attractive residential village" and within the next several years, Graham had a water works and electric plant. In 1911, the Piedmont Railway and Electric Company began a streetcar service between Burlington, Haw River, and Graham, ending its

line on North Main Street in front of the courthouse. Graham has experienced substantial growth after World War II. In 1961 Graham was no longer referred to as the Town of Graham, but instead, as the City of Graham.

In 2015, Graham was involved in developing the N.C. Commerce Park, an 1,100-acre economic development zone, with parcels certified by the N.C. Department of Commerce. The area includes parcels owned by dozens of private land-owners who have voluntarily become partners. The area includes parts of Graham, Mebane, and unincorporated Alamance County. Site development involved \$12 million for infrastructure, jointly funded by the three local governments and the N.C. Department of Transportation. The project is an economic development success story that underscores how vital regional collaboration is for community and economic development.

Today, Graham has more than 17,000 residents living in an area of nearly 10 square miles. The proximity to the I-40/85 corridor has contributed to steady growth for several decades. Graham has been transforming from rural to suburban and urban since the 1960's. In 2020, the NC Department of Commerce selected Graham to participate in the Downtown Associate Community (DAC) Program. This initiative through the NC Main Street and Rural Planning Center is designed to equip the City with the tools to build a sustainable organizational foundation and conduct strategic economic development in downtown Graham.

In this plan update, the downtown, the residential, and the industrial areas are all woven together to create the fabric of the City of Graham.

## 2.2 POPULATION, HOUSING, & ECONOMY

In this demographic section, Graham is compared to Alamance County, North Carolina, and the municipalities of Davidson, Lexington, Mebane, and Hope Mills. These municipalities were chosen because they have a similar demographic makeup to Graham and because they all are located along an interstate highway in close proximity to another major city. Demographic data was obtained from the NC State Demographers office for 2021 population estimates and the US Census Bureau's Decennial Census and 2020 American Community Survey (ACS).

### Population

#### Overview

The 2021 population in Graham was 17,570 people, per the NC State Demographer Certified Population Estimates, up from the 2020 Decennial Census count of 17,157. The current city limits are approximately 10.7 square miles, yielding an overall population density of 1,642 people per square mile, or about 2.56 people per acre. The City also has an extraterritorial jurisdiction of about 6.2 square miles, creating a total study area of 16.9 square miles.

There was significant discussion in the stakeholder meeting that this population number was lower than current population. There was a feeling that the local population, especially the growing Hispanic population, may not have been accurately counted in the census. In addition, the census was taken in 2020 during the height of the Covid pandemic and it is believed that many residents did not participate in the census for that reason.

Graham has seen significant population growth over the past several decades, and has been growing at a faster rate than Alamance County over the past 20 years. Between 2010 and 2020, the City's population grew by 21.2% (adding 3,004 people) while the County population only grew by 13.4%. As of 2020, 10% of the County's total population lived in Graham.

*Figure 1: Historical Population*

	Graham			Alamance County			% of County
	Population	Change	% Change	Population	Change	% Change	
1950	5,026	-	-	71,220	-	-	7.1%
1960	7,723	+2,697	53.7%	85,674	+14,454	20.3%	9.0%
1970	8,172	+449	5.8%	96,502	+10,828	12.6%	8.5%
1980	8,674	+502	6.1%	99,319	+2,817	2.9%	8.7%
1990	10,426	+1,752	20.2%	108,213	+8,894	9.0%	9.6%
2000	12,683	+2,257	21.6%	130,800	+22,587	20.9%	9.7%
2010	14,153	+1,470	11.6%	151,131	+20,331	15.5%	9.4%
2020	17,157	+3,004	21.2%	171,415	+20,284	13.4%	10.0%

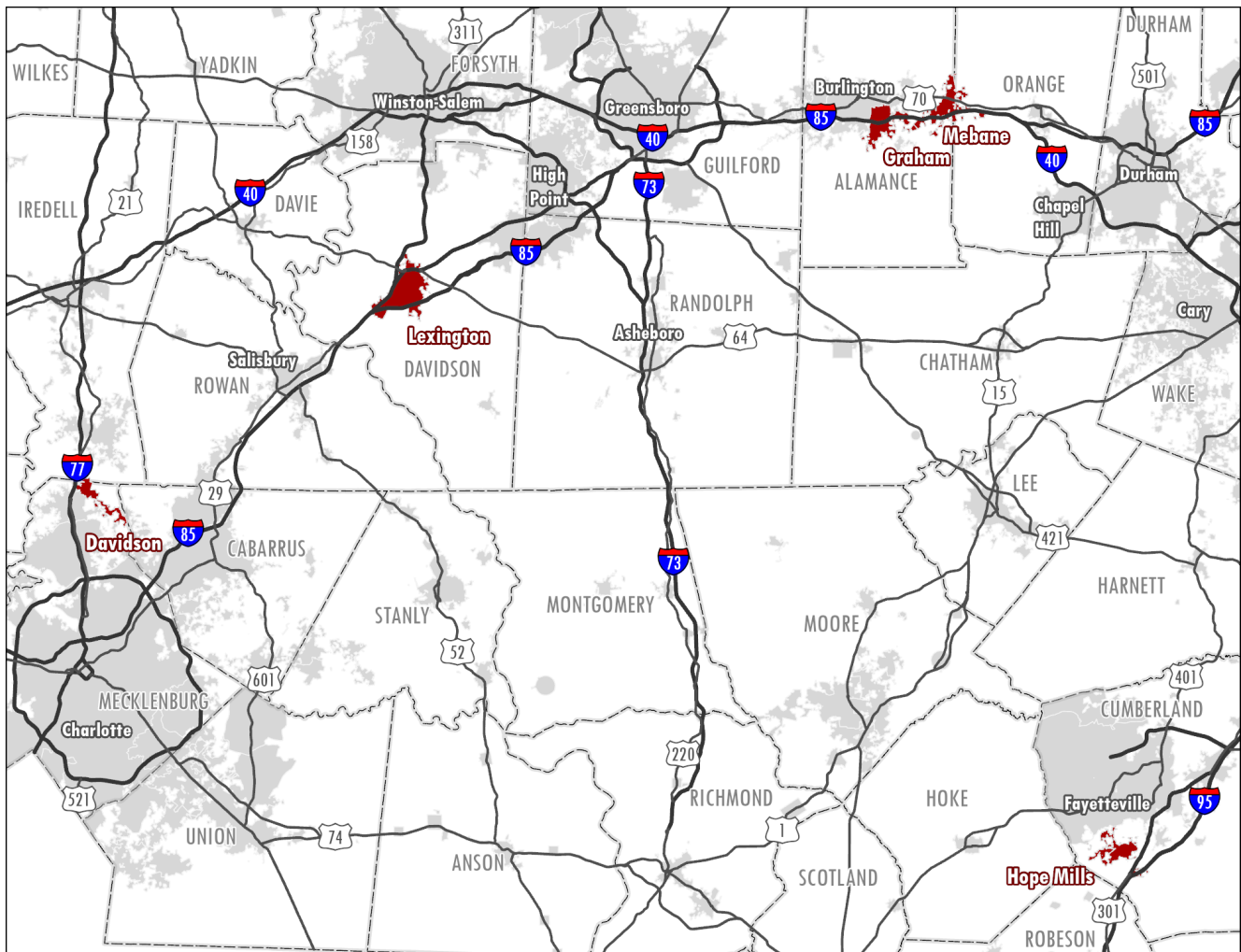
*Source: Decennial Census (1950-2020)*

Graham is similar in population size to Davidson, Hope Mills, Lexington, and Mebane. Between 2010 and 2020, Lexington’s population grew the least (4%) while Mebane’s population grew the most (56%). Figure 3: Population Comparison

*Figure 2: Comparison Municipalities & Map*

Jurisdiction	2010 Population	2020 Population	% Change 2010-2020	2021 Population
North Carolina	9,535,483	10,439,388	9%	10,556,299
Alamance County	151,131	171,415	13%	174,212
Davidson	10,944	15,106	38%	15,297
Graham	14,153	17,157	21%	17,570
Hope Mills	15,176	17,808	17%	18,058
Lexington	18,931	19,632	4%	19,650
Mebane	11,393	17,797	56%	18,116

Source: Decennial Census (2010-2020); 2021 NC State Demographer Certified Population Estimate



*Map of Comparison Municipalities*

## Projections

The North Carolina State Demographer only provides population projections at the county level. Since Graham has been growing at a faster rate than Alamance County, this may not be the best way to predict Graham’s future population. Instead, this report assumes Graham will continue to grow at a rate similar to that of the past decade. Between 2010 and 2020, Graham had an average annual growth rate of 1.94%, meaning each year the City’s population grew by 1.94%. The table below shows population projections out to year 2040 for Alamance County (provided by the NC State Demographer) and for the City of Graham, based on the average annual growth rate between 2010 and 2020 applied out to 2040. Graham can expect to see a population of 25,329 by year 2040, an increase of 48% (8,172 people) from the year 2020.

Looking back at the City of Graham Growth Management Plan (2000–2020), this plan significantly underestimated population growth. This plan estimated in the year 2020 the City population would reach only 14,126. The 2020 Decennial Census reported a population of 17,157. The state projected the County population to be only 146,992 in Alamance County, whereas the County actually reached a population of 171,415. Because of Graham’s location between the Triad and the Triangle, Graham can probably expect a continued high growth rate out to year 2040. Figure 4: Projected Population

*Figure 3: Population Projections*

Year	Alamance County <sup>3</sup>	City of Graham <sup>4</sup>
2020 <sup>1</sup>	175,415	17,157
2021 <sup>2</sup>	174,212	17,570
2022	174,862	17,911
2023	176,920	18,259
2024	178,956	18,614
2025	180,994	18,976
2026	183,030	19,345
2027	185,066	19,721
2028	187,102	20,104
2029	189,139	20,495
2030	191,173	20,893
2031	193,207	21,299
2032	195,244	21,713
2033	197,282	22,135
2034	199,316	22,565
2035	201,352	23,004
2036	203,388	23,451
2037	205,424	23,907

Year	Alamance County <sup>3</sup>	City of Graham <sup>4</sup>
2038	207,459	24,372
2039	209,496	24,846
2040	211,533	25,329

1 2020 Decennial Census, Redistricting Data

2 2021 NC State Demographer Certified Population Estimate

3 NC State Demographer Population Projections by County (2022-2040)

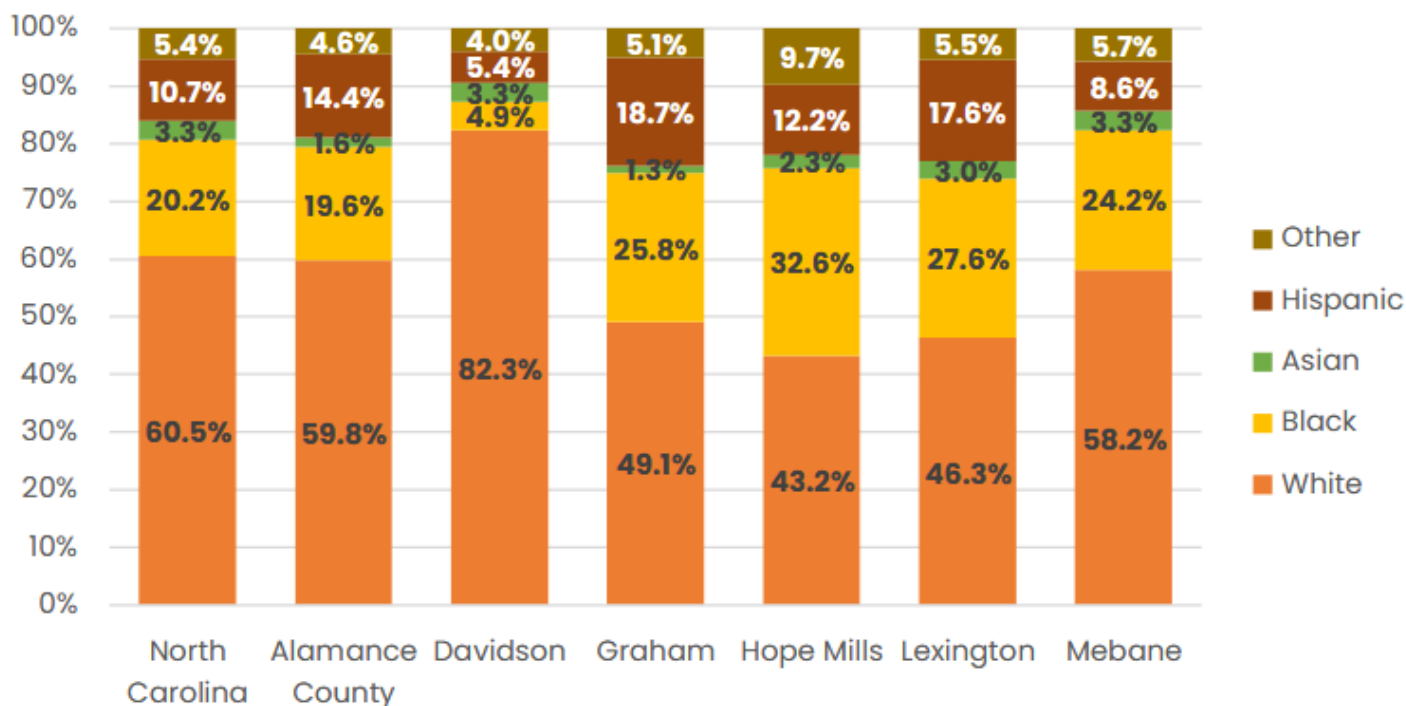
4 PTRC applied AAGR of 1.94% to each year (2022-2040)

Note: At the time of this demographic report, only 2020 Census Redistricting data is available which includes only total population and race/ethnicity. For all other sections the most recent American Community Survey data is used (2021).

## Race

As of the 2020 Decennial Census, about half of Graham’s population is white (49.1%) while 25.8% is black, 18.7% Hispanic, 1.3% Asian, and 5.1% some other race. This composition is mostly similar to the other comparison jurisdictions, except for Davidson, which has a much higher percent white population. Graham has a lower percentage of white population and a higher percentage of black and Hispanic population than both Alamance County and the State. The white population has remained relatively stagnant between 2000 and 2020 in Graham, while the minority populations have increased significantly.

Figure 4: Race & Ethnicity Comparison (2020)



Source: 2020 Decennial Census, Redistricting Data Figure 6: Graham’s Change in Race & Ethnicity(2000-2020)

*Figure 5: Population Over Time by Race*

	2000 Population		2010 Population		2020 Population		Change 2000-2010		Change 2010-2020	
	#	%	#	%	#	%	#	%	#	%
White	8,530	66.5%	8,241	58.2%	8,420	49.1%	(289)	-3.4%	179	2.2%
Black	2,753	21.5%	3,191	22.5%	4,426	25.8%	438	15.9%	1,235	38.7%
Hispanic	1,301	10.1%	2,229	15.7%	3,213	18.7%	928	71.3%	984	44.1%
Asian	94	0.7%	171	1.2%	222	1.3%	77	81.9%	51	29.8%
Other	155	1.2%	321	2.3%	876	5.1%	166	107.1%	555	172.9%
TOTAL	12,833	-	14,153	-	17,157	-	1,320	10.3%	3,004	21.2%

*Source: 2000, 2010, 2020 Decennial Census*

## Student Population

Public schools in Graham are run by the Alamance Burlington School System. Their data shows that the county-wide kindergarten through twelfth grade school population is far more diverse than the adult population.

*Figure 6: Student Population by Race*

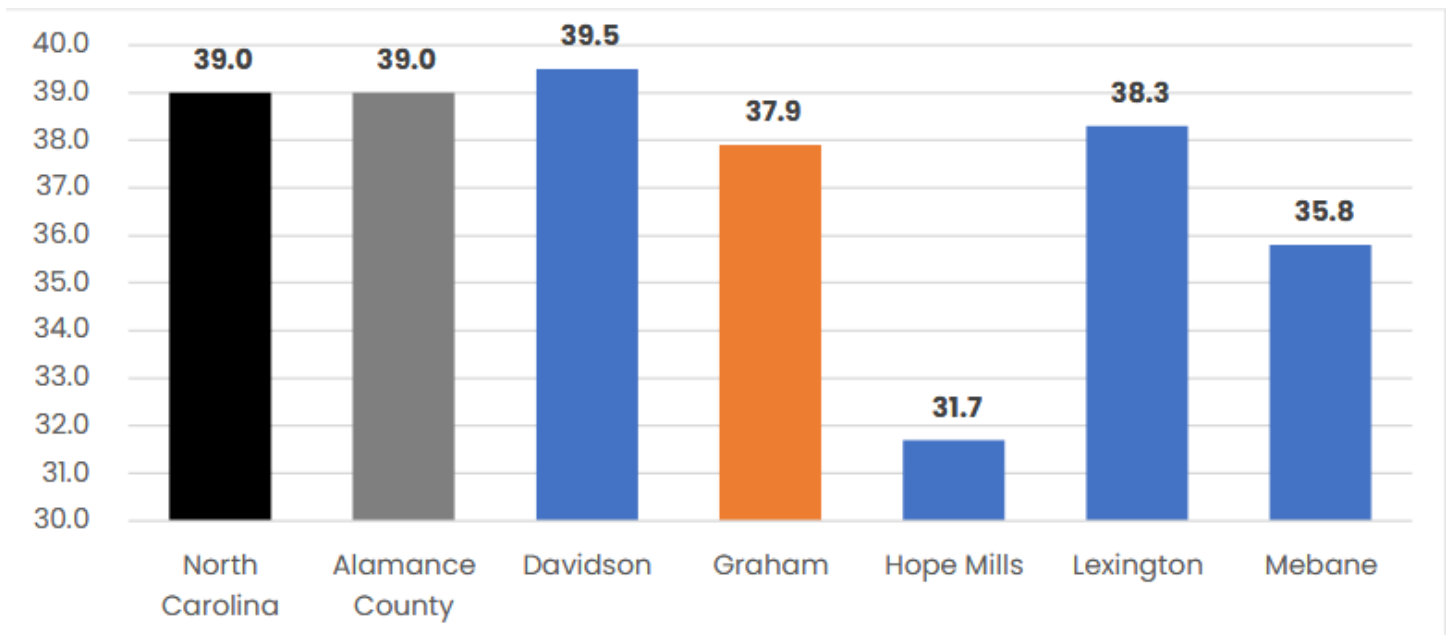
Race	Number of Students (approx.)	Percentage
Black or African-American	5577	24.5%
Asian	395	1.7%
Hispanic	6903	30.4%
American Indian/Alaskan Native	66	0.3%
Native Hawaiian/Pacific Islander	25	0.1%
White	8080	35.6%
Biracial	1670	7.4%
Total	22,716	-

*Source: Burlington-Alamance k-12 fast facts*

## Age

The median age of the population in Graham is 37.9. Only Hope Mills and Mebane have a much lower median age. Graham has a large older adult population (ages 55 and over) that has been growing at a much higher percentage rate than the rest of the population over the past decade. The age range 55 to 64 grew 52.2% and the age range 65 years and over grew by 37%. The middle-aged adult age range (35 to 54 years) saw a slight decrease in population during this time.

*Figure 7: Median Age Comparison (2021)*



Source: 2021 ACS

*Figure 8: Graham's Change in Age Ranges (2000-2021)*

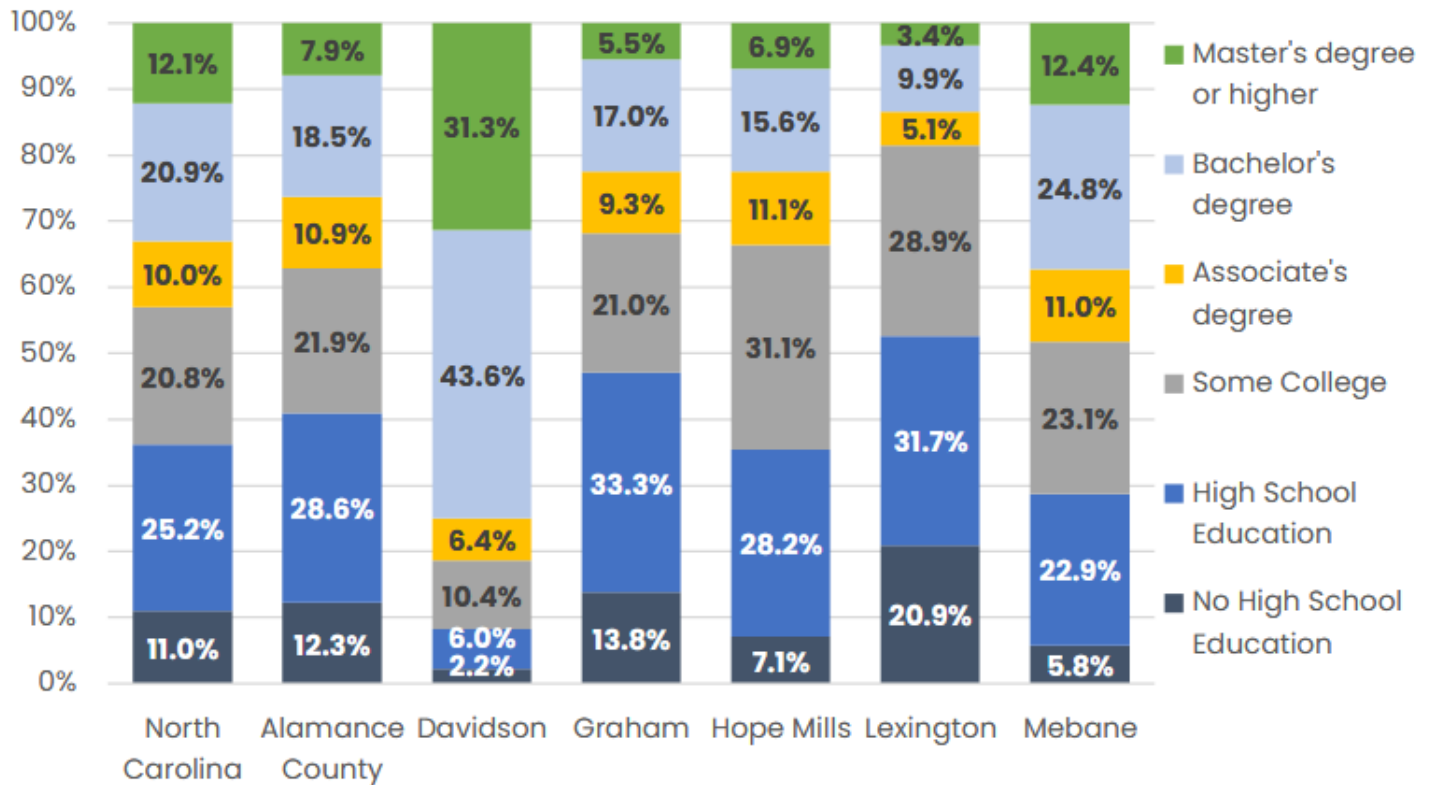
	2000		2010		2021		2000-2010		2010-2021	
	#	%	#	%	#	%	#	%	#	%
Under 5	964	7.5%	1,051	7.4%	1,352	8.1%	87	9.0%	301	28.6%
5 to 17	2,111	16.4%	2,522	17.8%	2,767	16.5%	411	19.5%	245	9.7%
18 to 24	1,276	9.9%	1,083	7.7%	1,496	8.9%	(193)	-15.1%	413	38.1%
25 to 34	2,171	16.9%	1,984	14.0%	2,140	12.7%	(187)	-8.6%	156	7.9%
35 to 44	1,915	14.9%	1,866	13.2%	1,795	10.7%	(49)	-2.6%	(71)	-3.8%
45 to 54	1,506	11.7%	1,929	13.6%	1,900	11.3%	423	28.1%	(29)	-1.5%
55 to 64	1,076	8.4%	1,647	11.6%	2,506	14.9%	571	53.1%	859	52.2%
65+	1,814	14.1%	2,071	14.1%	2,837	16.9%	257	14.2%	766	37.0%
Total	12,833	-	14,153	-	16,793	-	1,320	10.3%	2,640	18.7%

Source: 2000 & 2010 Decennial Census; 2021 ACS

## Education

Graham’s population is fairly well educated. However, almost 14% of the population (ages 25 and older) did not complete a high school education. About 32% have an Associate’s degree or higher; 22.5% have a Bachelor’s degree or higher; and 5.5% have a Master’s degree or higher. In comparison, the Town of Davidson has a much higher percentage of the population with at least a Bachelor’s degree (75%) and 31.3% with a Master’s degree or higher. Graham’s education attainment is on par with that of the State and County.

Figure 9: Educational Attainment for the Population 25+ Comparison (2021)



Source: 2021 ACS

## Poverty & Income

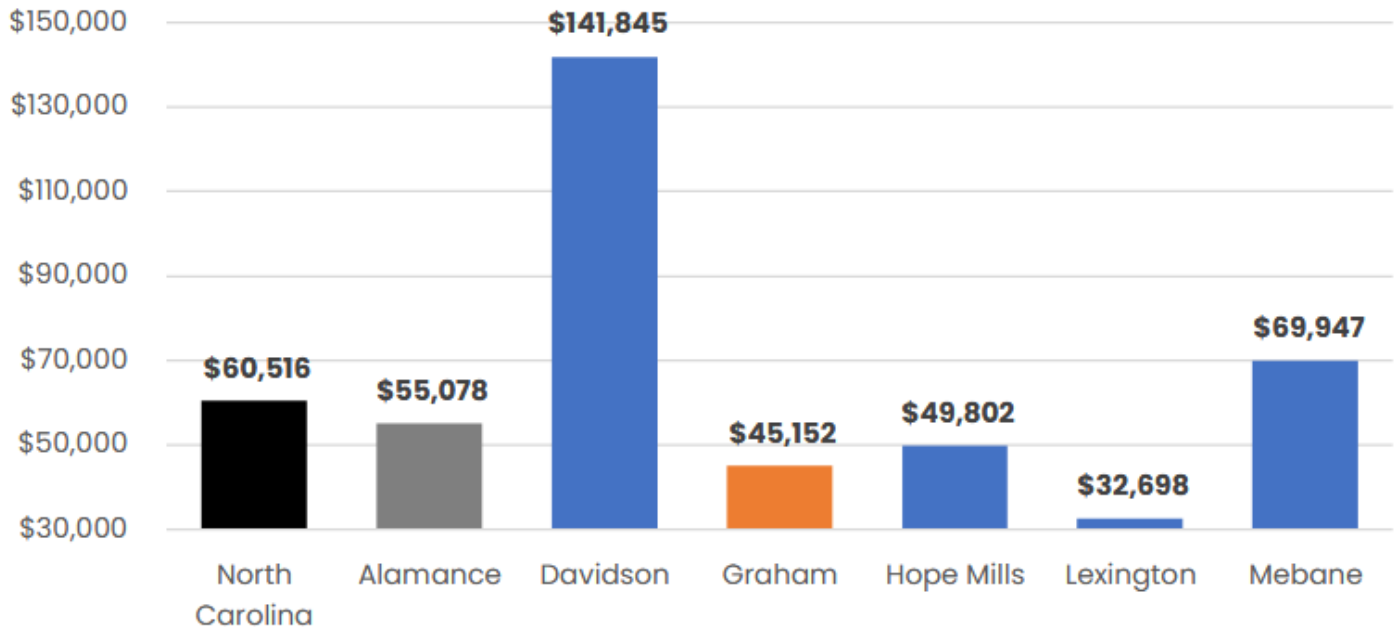
Graham has a high percentage (23.7%) of its population living below the poverty level (3,960 people). Children in Graham (under age 18) have the highest poverty rate of any age group, with 35% of children living in poverty (1,434 children). About 22% of adults (ages 18 to 64) live in poverty (2,165 adults) while about 13% of older adults (ages 65 and over) live in poverty (361 older adults). These rates are much higher than the State and County and all other comparison jurisdictions, except for Lexington.

Figure 10: Poverty Rate Comparison (2021)

	North Carolina	Alamance County	Davidson	Graham	Hope Mills	Lexington	Mebane
Children (0 to 17)	19.3%	20.4%	6.3%	35.0%	21.4%	33.1%	17.6%
Adults (18 to 64)	12.8%	13.3%	7.4%	22.2%	14.4%	24.4%	5.6%
Older Adults (65 and over)	9.4%	9.9%	3.8%	12.8%	8.3%	13.3%	15.1%
Total Population	13.7%	14.4%	6.5%	23.7%	15.8%	24.9%	10.0%

Source: 2021 ACS

Figure 11: Median Household Income Comparison (2021)



Source: 2021 ACS

The median household income in Graham is \$45,152. This statistic is lower than the State and County. Only Lexington has a lower median household income. Graham's income levels have increased since 2000 (\$35,706) and since 2010 (\$39,034)

# Housing

Figure 12: Housing Overview Comparison (2021)

	North Carolina	Alamance County	Davidson	Graham	Hope Mills	Lexington	Mebane
Vacancy Rate	13.7%	8.7%	9.5%	8.9%	10.5%	16.2%	5.9%
Rental Rate	34.1%	33.5%	21.2%	45.5%	35.9%	60.9%	41.0%
Median Gross Rent	\$988	\$875	\$1,352	\$825	\$926	\$747	\$1,009
Median Home Value (Owner Occupied)	\$197,500	\$168,900	\$478,000	\$150,900	\$141,100	\$117,100	\$223,300
Median Year Built (all housing units)	1989	1985	2000	1980	1993	1972	2002
% Single Family	69.8%	70.0%	77.0%	65.2%	76.3%	72.0%	65.6%
% Multi-Family	18.2%	18.4%	22.9%	29.1%	21.2%	23.3%	34.4%
% Mobile Home/Other	12.0%	11.6%	0.1%	5.7%	2.5%	4.8%	0.0%

Source: 2021 ACS

## Occupancy & Tenure

There are roughly 7,783 housing units in Graham as of the 2021 ACS. About 8.9% of these (695 units) are vacant. Of the 7,088 occupied housing units, 54.5% are owner occupied and 45.5% are renter occupied.

## Housing Values

The median home value of owner-occupied homes in Graham is \$150,900. This statistic is slightly lower than the State and County. Davidson and Mebane have much higher home values. Graham housing is very affordable in comparison to the immediately surrounding areas of Mebane and Alamance County.

## Units in Structure

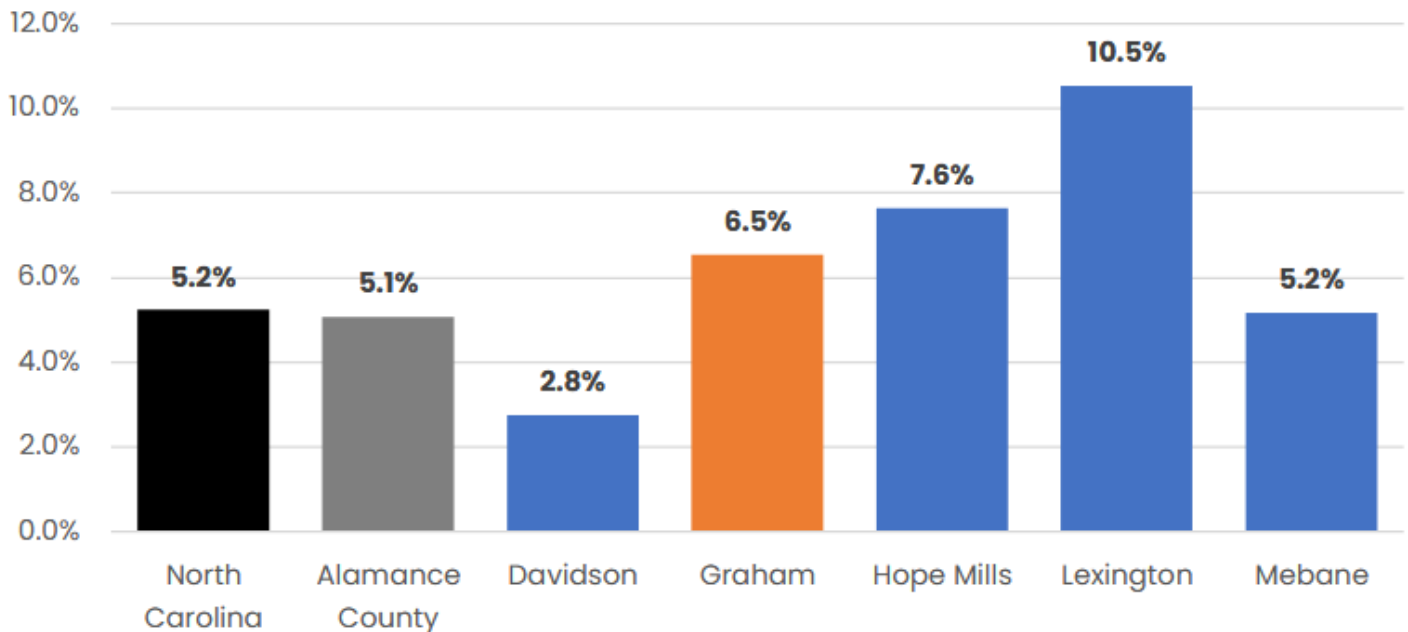
The majority of housing units in Graham are single family homes (65.2% or 5,074 units). 29.1% (or 2,256 units) are multi-family units. Most of the multi-family units consist of buildings with 2 to 19 units. Graham has a few multi-family complexes with over 20 units in each building. The remaining units in Graham are mobile homes (5.7% of 444 units).

# Economy

## Workforce

The labor force is considered to be anyone age 16 and over who is employed or looking for work. In Graham, there are 13,085 people age 16 and over. An estimated 7,972 of those (or 60.9%) are in the labor force. Roughly 522 people (or 6.5%) of the labor force is unemployed.

Figure 13: Unemployment Rate Comparison (2021)



Source: 2021 ACS

## Commuting Patterns

According to the 2022 Census OnTheMap, only 8.5% of Graham’s labor force both lives and works in Graham. The remaining 91.5% of the labor force commutes outside of Graham for work each day. The majority of these commuters work in other parts of Alamance County (37%); 12.4% commute west to Guilford County; 10.8% commute east to Orange County, 7.2% to Durham County and another 7.2% to Wake County.

There are an estimated 6,729 jobs in Graham’s city limits. Only 7.9% of these workers both live and work in Graham, while the remaining 92.1% commute from other areas into Graham each day. The majority of these commuters drive from other parts of Alamance County (50%); 9.8% commute from Guilford County; 3.6% from Orange County; and 2.2% from Wake County.

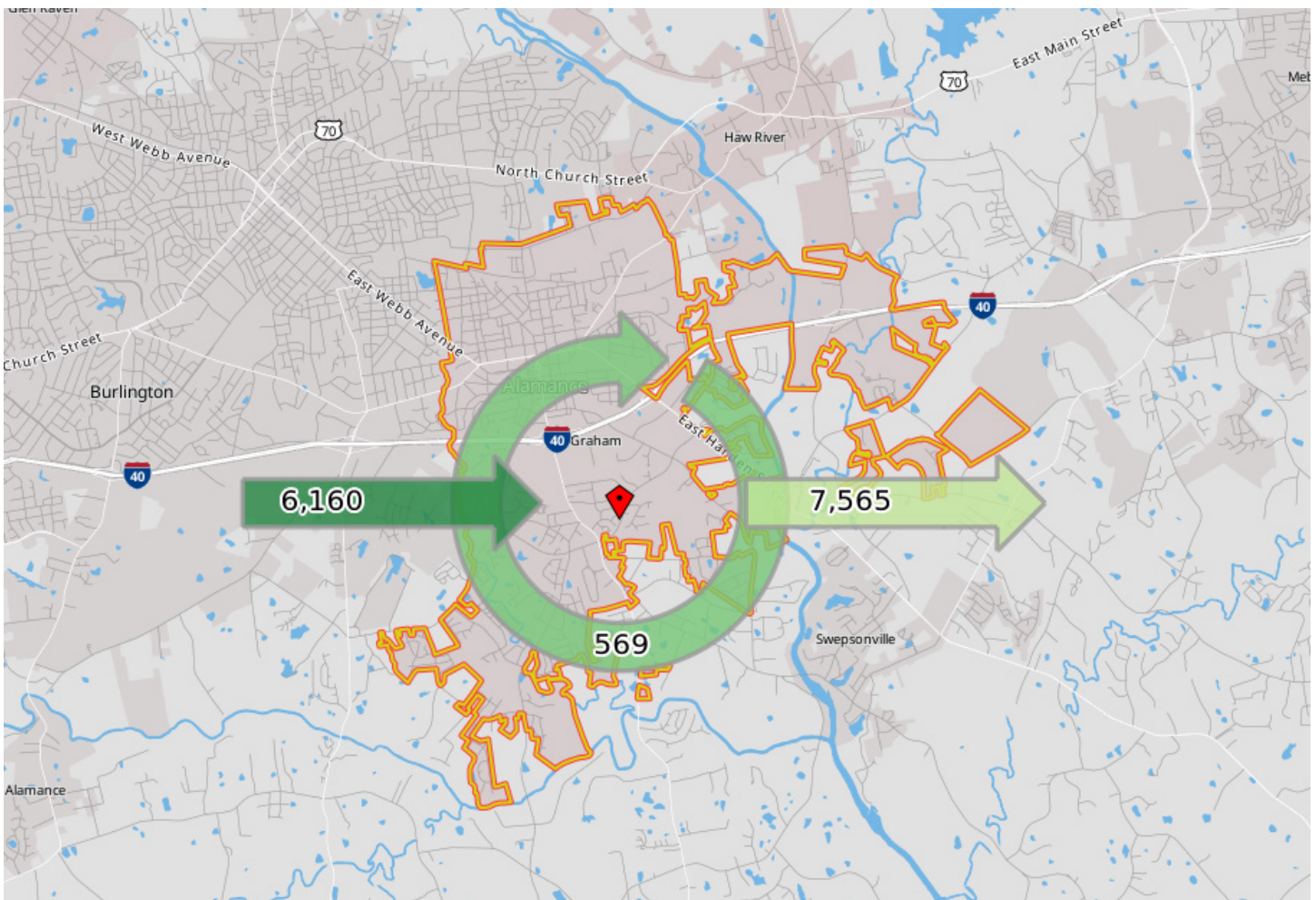
Graham loses about 1,405 people each day as 7,565 workers commute out of Graham and only 6,160 workers commute into Graham.

Figure 14: Inflow/Outflow of Graham Workers (2022)

Inflow/Outflow	Count	Percent
Labor Force Living in Graham	8,134	
Employed in Graham	569	7%
Commute outside Graham for Work	7,565	93%
Employed in Graham (Jobs)	6,729	
Living in Graham	569	8.5%
Commute into Graham for Work	6160	91.5%
Net Flow of Workers	-1,405	

Source: 2022 Census OnTheMap

Figure 15: Inflow/Outflow of Graham Workers (2022)



Source: 2022 Census OnTheMap

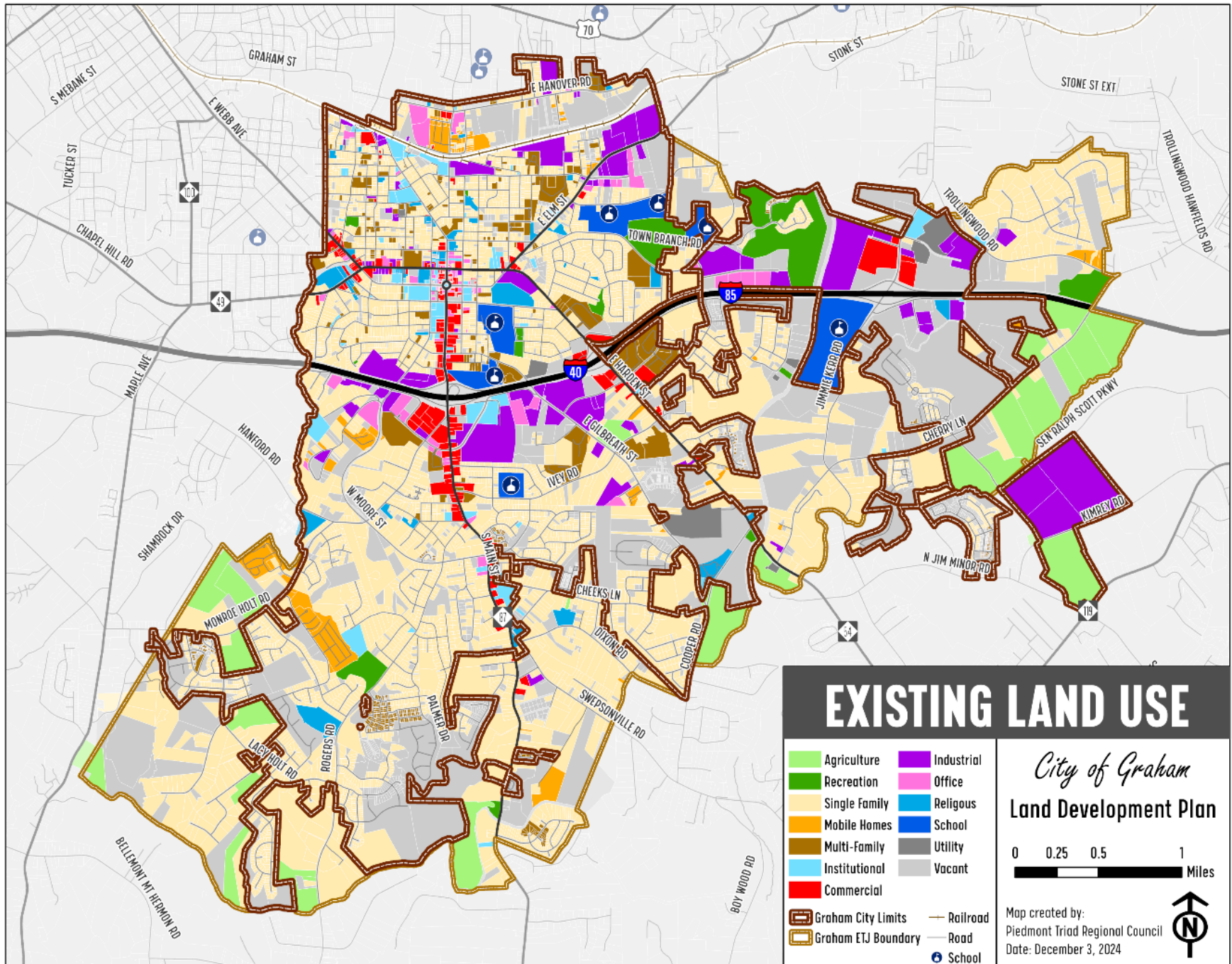
## 2.3 EXISTING LAND USE

Understanding the current landscape of development within the City of Graham is the essential first step in effective long-range planning. This section presents the Existing Land Use (ELU) Table and Map, which collectively serve as a critical baseline for our Comprehensive Plan. The ELU Map provides a detailed visual representation of how every parcel of land within Graham’s corporate limits and its extraterritorial jurisdiction (ETJ) is currently utilized. Complementing the map, the ELU Table offers a statistical breakdown of these land uses by category, quantifying the acreage dedicated to residential, commercial, industrial, public, and open space functions.

These tools are indispensable because they offer a snapshot of Graham’s current physical development patterns. They allow us to identify concentrations of specific land uses, pinpoint areas of undeveloped or underutilized land, and observe the relationships between different types of development. By establishing this clear picture of “where we are now,” the Existing Land Use Table and Map become the foundation upon which we can assess past growth, understand present challenges, and, most importantly, formulate realistic and aspirational policies for Graham’s future growth and development. They are the initial diagnostic tools that inform all subsequent recommendations within this Comprehensive Plan, ensuring that our strategies are grounded in the community’s current reality.

*Existing Land Use Table*

LAND USE	CITY		ETJ		TOTAL	
	ACRES	PERCENT	ACRES	PERCENT	ACRES	PERCENT
Agricultural	80.8	1.1%	545.9	14.6%	626.7	5.8%
Recreation	188.9	2.6%	30.0	0.8%	218.9	2.0%
Single Family	2,378.9	33.2%	1,827.9	48.9%	4,206.8	38.6%
Mobile Homes	99.1	1.4%	61.1	1.6%	160.2	1.5%
Multi-Family	309.2	4.3%	6.6	0.2%	315.8	2.9%
Institutional	132.0	1.8%	8.3	0.2%	140.3	1.3%
Commercial	190.5	2.7%	4.5	0.1%	195.0	1.8%
Industrial	590.6	8.2%	9.7	0.3%	600.3	5.5%
Office	113.9	1.6%	0.3	0.0%	114.1	1.0%
Religious	114.8	1.6%	6.8	0.2%	121.6	1.1%
School	215.7	3.0%	0.0	0.0%	215.7	2.0%
Utility	69.8	1.0%	4.6	0.1%	74.5	0.7%
Vacant	1,783.5	24.9%	894.1	23.9%	2,677.6	24.6%
ROW	891.8	12.5%	336.0	9.0%	1,227.8	11.3%
TOTAL	7,159.5		3,735.7		10,895.2	



## 2.4 HISTORICAL & CULTURAL RESOURCES

### National Register of Historic Places

The National Historic Preservation Act created the National Register in 1966. The act recognizes and protects properties of historic and cultural significance that warrant consideration in federal undertakings such as highway construction and urban renewal projects. In addition, the act also provides incentives for local and private preservation initiatives. Listing on the National Register is primarily an honor that shows a structure or structures have been researched and evaluated according to established procedures and determined to be worthy of preservation for its historical value. Being listed on the National Register does not carry with it any restrictions unless the owner wishes to apply for federal benefits such as a grant or tax credit. Income-producing historic properties are eligible to receive a 20% state tax credit and a 20% federal investment tax credit for the cost of a certified rehabilitation project. Non-income-producing historic properties are eligible for a 30% state tax credit.

Graham has two Historic Districts and three individual buildings listed on the National Register of Historic Places.

The North Main Street Historic District spans approximately twenty-four acres on the north side of Downtown Graham from the intersection of North Main Street and Albright Avenue. This primarily residential area features large dwellings erected for the leading businessmen, doctors, and industrialists in Graham, as well as smaller houses for tradesmen. Many of the residences are sited on spacious lots with mature shade trees and boxwoods, and epitomize nationally popular architectural styles of the late nineteenth and early twentieth centuries

such as Queen Anne, Neoclassical, and Elizabethan Revival.

The Graham Historic district is centered on the courthouse and the surrounding square. The original courthouse from 1849 was built in an age where the county was the center of government and society. Alamance County Courthouse anchors the Graham Historic District. Construction began in 1849. It was originally constructed as a brick courthouse to handle the government business. Over the years the courthouse was modified and eventually replaced by the current 1920's Neoclassical Revival courthouse.



*Current Courthouse, built 1924*

Commercial services proliferated in the courthouse square. Nick's Store (102 South Main St) on one corner was built in 1851. Scott Store is on another corner of the square. Wealthy residents built homes in the surrounding streets.

The Courthouse Square Historic District has also been designated a local historic district by the City Council. The Graham Historic District Commission is responsible for administering the Courthouse Square Historic District, which is composed of most of the downtown. The Commission is responsible for the

review of Certificates of Appropriateness (COA's) for structures and land within the district. The role of the Historic District Commission is to preserve the historic and cultural character of Graham and to protect the downtown from any inappropriate changes that may negatively impact the special qualities found within the Courthouse Square Historic District.

The Oneida Cotton Mills and Scott-Mebane Manufacturing Complex is a small historic district composed of two historic industrial concerns. Oneida Cotton Mills (219 West Harden St.) was the first cotton mill established in Alamance County and dates from 1882. Scott-Mebane Manufacturing Company (220 West Harden St.) sits directly across West Harden Street and south of the cotton mill complex and was built around 1900. Oneida Cotton Mills has been converted into apartments, preserving the historic

structure while allowing for continued use.

Preserving historic resources is important for several reasons. It helps tell the stories of local history which feeds into a shared community identity. Historic preservation supports economic development by stabilizing property values and by attracting visitors to its unique and beautifully preserved and rehabilitated structures.

Resources to aid the preservation effort include:

- The State of North Carolina Division of Historical Resources (multiple programs housed under this Division)
- Preservation North Carolina
- U.S. Department of the Interior: Historic Preservation
- Alamance County Historic Properties Commission

The City of Graham has developed a partnership with the Alamance County Historic Properties Commission whereby the Commission handles all of the City of Graham's landmark designations to the State of North Carolina. This partnership is a great example of non-duplication of municipal services to save taxpayer money.

## 2.5 COMMUNITY FACILITIES & SERVICES

### Water

Graham operates its own water system consisting of over 104 miles of water mains. The Haw River flows through the region and several critical watershed areas and lakes are important for the region's water supply:

- Graham-Mebane Lake is a 650-acre municipal reservoir, fed by Quaker Creek and four other creeks (Otter Creek, Mill Creek, Stagg Creek, and Back Creek). The lake's primary purpose is as a source of drinking water for the citizens of

Graham, Mebane, Green Level, and Swepsonville, and no swimming or wading is allowed.

- Stoney Creek Watershed
- Big Alamance Creek Watershed

Additionally, the City is currently in the process of updating the main water line from downtown to the water treatment plant at Graham-Mebane Lake. City leaders have, and will continue, pursuing state funding for infrastructure improvements.

## Wastewater

Graham operates its own wastewater treatment plant (WWTP) along with 93 miles of sanitary sewer lines throughout the City. The wastewater treatment plant was constructed in 1960, with upgrades in 1980 and 2002. The present capacity is 3.5 million gallons per day. Through the hard work of the staff and City Council, the City of Graham received an unprecedented \$11 million dollars from the North Carolina state legislature in 2023 for utility improvements. This funding has allowed the City to keep the public utility rates low. Currently Graham is embarking upon the largest wastewater improvement project in the city's history. This \$84 million dollar project is underway to upgrade and expand the WWTP to 5.0 million gallons per day and to relocate portions out of the floodplain. This expansion will provide ~~plenty~~ adequate of capacity for continued development.

## Schools

Graham prides itself that there are a number of educational opportunities for residents. Graham is part of the Alamance-Burlington School System (ABSS). The school system is the result of a 1996 merger between the Burlington City and Alamance County School Systems.

### Graham High School

A small, comprehensive, public high school located near the heart of Graham. It serves a diverse and inspiring group of young people. It has a public safety academy that includes specialization for Fire Fighter Technology and Emergency Medical Technology. There is a pre-collegiate academy that supports students in graduating high school while also obtaining an Associate's Degree of their choice from Alamance Community

College. The Advanced Integrated Math and Science (AIMS) Academy allows students to graduate high school with a Certification in Basic Laboratory Techniques and be close to completing an Associate's Degree in Applied Science from Alamance Community College.

### North Graham Elementary

An arts integration school. Students enjoy learning through dance, drama, visual art, and music throughout every school day. North Graham offers many different opportunities for students such as: orchestra, dance, science fair, and the Science Olympiad. There are approximately 350 students in pre-kindergarten through 5th grade.

### South Graham Elementary

A 50 year old public school with a student population of approximately 500. The school serves pre-kindergarten through 5th grade. Their vision is to create an environment that does the following: nurtures positive relationships; strengthens self-efficacy and identity; develops the whole child; encourages peer interactions; supports independence, promotes self-regulation, prioritizes communication, balances teaching approaches, integrates and balances curriculum and builds higher order thinking skills.

### Graham Middle School

A public school with a student population of approximately 500 students. The school serves 6th through 8th grades. With a focus on fostering learning and personal growth, the school utilizes a Multi-Tiered Systems of Support (MTSS) framework that helps schools and districts provide students with the support they need to succeed academically, socially, and behaviorally. Graham Middle School offers a variety of classes and extracurricular activities to support student development.

## Ray Street Academy

A public school and part of ABSS but it provides an intense one-on-one education to students that have difficulty in the traditional school settings. They also require uniforms and have a strict discipline policy. 93% of students at Ray Street Academy are disadvantaged. The class room sizes are also typically smaller in comparison to traditional schools.

## River Mill Academy

A public charter school which serves approximately 800 students from kindergarten through 12th grade. River Mill Academy offers a challenging college and university preparatory academic program. In addition, River Mill Academy participates in interscholastic athletics in several sports.

## Alamance Christian School

A private faith-based school with classes from preschool through the 12th Grade. It has an enrollment of approximately 550 students with an average class size of 18 students. There are plans for a major expansion which should increase the number of students significantly.

## Bradford Academy

A faith based, private Christian School that uses the classical model of the Trivium. It was established in 2008 and provides grades Kindergarten thru 12th grade. Students wear uniforms and have a required dress code.

## The Burlington School

A college preparatory school serving preschool through 12th grade and offers programs in academics, athletics, and the arts. Their progressive curriculum emphasizes strong foundations across core subject areas, character education and community service. Extracurricular activities range from competitive athletics to fine arts, as well as a variety

of interest-based clubs.

## Burlington Christian Academy

A school that aims to inspire their 900 plus students to excellence for the glory of God through exceptional academics, Biblical Truth, and intentional discipleship. Their programs include 4th/5th grade Servant Leadership Academy, Spanish classes, National Junior Honor Society for Middle School Students and National Honor Society for High School Students, historical trips on the East coast of America, 32 athletic teams, fall and spring plays, and over ten active middle school clubs.

## Blessed Sacrament School

Established in 1935, is a fully accredited Catholic School offering pre-kindergarten through 8th grade Standard and Accelerated curriculum, and programs for students with Special Needs. The school focuses on problem-based experiential learning and the integration of STEM thinking into a broad range of activities and learning opportunities. Approximately 300 students attend.

## The Hawbridge School

A tuition free charter school with classes from kindergarten through the 12th Grade. It has an enrollment of approximately 550 students. The faculty-designed Hawbridge Model involves differentiated, individualized instruction to foster academic, behavioral, emotional and social development; interdisciplinary teaching; outdoor and place-based education; and sustaining a community where everyone feels appreciated and included. Extracurricular programs include clubs, student-directed micro-enterprises and internships in craft-making, theater, and organic gardening. Through the Hawbridge Outdoors program, students, faculty, and chaperones go hiking, biking, camping, canoeing, horseback riding, zip-lining,

rock climbing and ice-skating on weekend excursions. Hawbridge Sports offers students soccer, cross country, volleyball, basketball, and ultimate frisbee competitions.

### **Clover Garden School**

This charter school recently underwent a \$20 million expansion to increase its enrollment. This school provides students a high quality education that follows NC state standards. The school opened in 2001 and has increased its enrollment exponentially each year.

### **Alamance Community School**

A tuition free public charter school started in 2019. Serving kindergarten through 7th grade, they have plans to expand to 8th grade in 2025. Set in a specially designed school, the main teaching method is project based learning. There is an emphasis placed on developing the mindful habits of persisting, questioning, striving for accuracy, imagining, innovating, thinking flexibly and independently. A lottery system is used to admit students as applications routinely exceed admission slots.

### **Alamance Community College (ACC)**

Founded in 1958 to serve the occupational needs of the area's residents. The college is accredited by

the Southern Association of Colleges and Schools and offers over 200 areas of study. ACC has an annual credit enrollment of approximately 7,750 students per year. The Alamance Community College is a valuable resource to the community and offers the opportunity for local residents to improve their education and also provides local employers with qualified workers. ACC has proven to be a strategic partner in the future development of Graham and continues to provide workforce training, educational opportunities to attract the most desirable industries to the area.

Alamance Community College Biotechnology Center of Excellence is a great example of how ACC is building its curriculum offerings for the next generation of trained workers in Graham. This new 32,000 sq ft \$20 million facility will train students to work in the life science industry.

ACC is also home to the Alamance-Burlington Early College program for high school students which allows them to attend college level classes full time starting as a freshman in high school and gives them the opportunity to graduate with a two year degree upon high school graduation.

Education is a major component of economic development. Industries want an educated, trainable workforce which Graham is proud to have.



*ACC Biotechnology Center of Excellence*

# Transportation

## Roadway System

“All roads lead to Graham”. Graham is a logistical wagon wheel of commuting traffic. There are two major interstates. I-40 (traveling East to the Wilmington coast and West all the way to California) travels right thru the heart of Graham’s downtown. I-85 travels North and South. Highway 70, Highway 54, Highway 49 and Highway 87 all bring people together daily around the court square in the historic downtown. Because Graham has such a strong logistical web of highways, it has been able to attract numerous industries that rely heavily on logistics (i.e., UPS opened a 600,000 sq ft facility (one of the largest on the East Coast), Amazon, Lidl Distribution, and Walmart distribution all have located in Graham because of the highway infrastructure.

Proposed transportation infrastructure projects on the Statewide Transportation Improvement Program (STIP) include:

- NC 54 (East Harden Street) At NC 49 (East Elm Street) Intersection Improvements
- NC 54 (East Harden Street) at SR 1945 (Riverbend Road) / SR 2431 (Johnson Street). Intersection Improvements
- I-40 / I-85 Interchange. Upgrade Ramp Intersections
- SR 2106 (Woody Drive) Intersection Improvements
- NC 87 At I-40 Eastbound On-Ramp. Install Pedestrian Accommodations

## Public Transit

Link Transit offers service to the City of Graham. Stops are located at the downtown Alamance County Offices, the South Main Street park & ride lot, and Alamance Community College on Jimmy Kerr Road. Alamance County Transportation Authority provides daytime transportation services Monday through Friday that must be scheduled a day in advance. ACTA also offers specialized transportation services through their app for a low cost daily or free if scheduled a day in advance . The steering committee noted that service improvements were needed for both of these entities. Concern was also expressed regarding bus stop locations. Link Transit recently adopted a five year plan that was finalized in 2025. It was noted that on demand transit system would be preferable to provide shorter transit times and greater safety. On demand transit would also not require a way to get to a bus stop nor require lengthy waits at bus stops.

## Bicycle

Pine Street Bike Lanes run nearly a mile along Pine Street, providing an east- west bicycle route connection. There are recreational cycling loop trails at three local parks: Bill Cook Park has a paved mixed use loop trail; Graham Regional Park has a paved mixed use loop trail; and South Graham Park has a natural surface loop trail.

## Pedestrian

The downtown core is reasonably well served by sidewalks. However, there are locations where residents would benefit from additional or wider sidewalks. The vision of the 2025 Pedestrian Transportation Plan is to create a pedestrian friendly environment with a system of pedestrian facilities linking together destinations, allows for safe interactions between pedestrian and motorists, supports alternatives to automobile travel, and

advances the community's mobility.

## Air

Major airports near Graham are Piedmont Triad International Airport and Raleigh-Durham International Airport. Burlington Alamance Regional Airport is located off the I-40 corridor and provides efficient service to aircraft ranging from corporate jets to general aviation. Burlington Alamance Regional Airport recently announced plans for expansion and service offerings.

## Rail & Other

Daily passenger service is available through Amtrak at the Burlington train station. The high-speed rail corridor, from Raleigh to Charlotte within the state and between Washington D.C. and Atlanta on a regional scale, pass through Graham. Due to the presence of the high-speed rail corridor, future road improvements or construction must be in the form of overpasses in an effort to reduce at grade crossings. Mebane houses a Trans Load Facility with railed access. Developing one of these facilities in Graham should be a high priority.

## Fire Protection

The Graham Fire Department is a combination fire department with nineteen volunteer, twelve part-time, and nine career personnel. The Graham Fire Department holds a Class 3 Fire Protection Insurance Rating. The



*Graham Fire Department Engine 10*

average response time for the department is 6 minutes 40 seconds. There are plans to build a sub-station further out in Graham's city limits to service the increased development and reduce average response times. To decrease response times, Graham should explore the possibility of adding a substation in the Graham Regional Park.

## Solid Waste

The City of Graham Sanitation Department runs weekly automated solid waste routes, curbside collection of yard waste, and bulk brush pick-up. Bulk item pick-up of large items is handled on a call in basis. The department also handles street sweeping, and administers the City's recycling contract.

## Parks and Recreation

Graham Recreation and Parks maintains many facilities to provide residents with convenient access to recreation.

### Graham Regional Park

Graham Regional Park has a picnic shelter, an inclusive playground, open play fields, a youth challenge course, a zip-line, a paved trail, and workout equipment. Graham

Paddle Access and Longmeadow Trailhead offer access to the 60 mile long Haw River Trail for hiking and paddling. A local outfitter, Haw River Canoe and Kayak provides canoes, kayaks, and tubes to travel down the Haw River.

The Graham Recreation and Parks Department opened the newest addition to Graham Regional Park, the playUNITED Inclusive Playground, in September 2020. This inclusive playground designed with the assistance of teachers from the Department of Exceptional Children of Alamance-Burlington School System is intended to provide a play environment that addresses the physical and social needs of all ages and abilities. It's a space in which families can actively engage and play. The playground features a poured in place rubberized surface; zero entry, double wide decking to access two large play units featuring multiple slides, play panels, climbing opportunities and a rocking feature; a double zip line featuring a Zero-G seat; several swings featuring expression swings and Zero-G seats; a merry-go-all; two colorful "shadow play" elements; semi-confined, safe areas that allow children to choose when or if they will fully engage in the play environment; shade structures; multiple benches and the entire playground is secured by fencing. The Inclusive Playground qualifies as a National Demonstration Site for PlayCore.



*Graham Regional Park*

Graham Regional Park also has the Youth Challenge Course, an outdoor obstacle course and fitness destination that connects people of all ages and backgrounds to socialize with their family and friends while getting more fit. Designed to engage children and families—together—the obstacle course is a great way to encourage multi-generational fitness and recreation. In this area of the park, you will also discover a zip-line, a paved accessible mixed-use trail (.3 mile), swing-set, slides, climbing boulders, a landscaped water feature, workout equipment, bike rack, and plenty of open green space for all types of recreational activities.

### **Bill Cooke Park**

Bill Cooke Park offers baseball fields, tennis courts, pickleball, basketball court, two picnic shelters, a playground, a walking track, a mixed use trail, a dog park. Greenway Park has open play fields and a playground. Recently the city council purchased additional land to expand Bill Cooke Park and has plans to add



*Bill Cooke Park*

additional walking trails.

### **South Graham Municipal Park**

South Graham Municipal Park features a playground, nature trail, walking track, tennis courts, volleyball, pickleball, basketball courts, and picnic shelters.



*South Graham Municipal Park*

### **Oakley Street Park**

Oakley Street Park has a playground, a playing field, exercise equipment, and a walking track. Harman Park has a playground, a walking path, and a horseshoe pit.

### **Greenway Park**

Greenway Park features green space and separate playground areas suitable for children ages 2 to 5 and 5 to 12

### **Marshall Street Park**

Marshall Street Park features green space and a small playground suitable for children ages 5 to 12.

### **Harman Park**

Harman Park features green space and a playground area suitable for children ages 5 to 12.

### **Graham Recreation Center**

The Graham Recreation Center is approximately 16,500 square feet in size and has a full-size gym that is approximately 6,600 square feet with bleachers and 4 basketball goals. The half-size gym or small gym is approximately 3,200 square feet in size and contains 2 basketball goals. There is one multi-purpose room available for rent which is equipped with tables and chairs for approximately 40 people.

Other amenities for the Graham Recreation Center include a weight and fitness room, lockers, changing areas, and shower areas in both restrooms, as well as a warming kitchen.

In the outdoors, the center features a large lighted playground with a Gaga Ball pit. Graham Recreation & Parks was an NCRPA Promotes Healthy Play & Recreation Statewide Initiative Awardee.



*Greenway Park*

## Maple Street Center for Performing Arts

The Maple Street Center has a large hardwood floor ideal for any performing arts or active event. The main room measures approximately 29' x 42' perfect for any small rental of 40 or less. The center contains 30+ chairs, 3 card tables, and 2 six feet rectangle tables.

Center opportunities include Line Dancing, Hip Hop Step Classes, Beginner Yoga Classes, Beginner Shag Lessons with Bud Catoe, Mahjong, TOPS (Take Off Pounds Sensibly), and Alamance Arts' art classes are just examples of a few programs being held at the Maple Street Center. The center is also available to rent for showers, birthday parties, family events, meetings, study groups, etc.



*Volleyball Court at Graham Civic Center*

## Graham Civic Center

Indoors: The main area of the Civic Center is approximately 29' x 50', seats approximately 75 people with 10 rectangular tables and 6 round tables. Other amenities for this facility include a small warming kitchen, guest Wi-Fi, and audio/visual equipment.

Outdoors: The park surrounding the Civic Center features a sand volleyball court, playground, green space, and a picnic shelter (first come, first served).

## Goley St., Johnson Ave., & Apollo Fields (Graham Middle School Complex)

Apollo Field is used for football, flag football, soccer, and lacrosse. Goley Street Field is used for youth baseball and softball. Facility also provides a sandstone walking track (.29 mile outer loop & .21 mile inner loop), including a StoryWalk®. Johnson Avenue Field is used for youth baseball and softball and has a grass infield.

## Graham-Mebane Lake

Graham-Mebane Lake features a marina, bank fishing area, and a picnic shelter. A major renovation has started at the Graham Mebane Lake to improve the docking and launching of boats at this facility. Its office has also been renovated and new handicap bathrooms installed. The lake staff hosts multiple fishing tournaments, picnic/social events, and pontoon boat sunset cruises. Residents are allowed to fish, jet ski, paddleboard, rent john boats, kayaks, canoes and water-ski on the lake.



*Graham-Mebane Lake Kayak rentals*

## SECTION 3: CURRENT DEVELOPMENT ORDINANCE

Land development in Graham is regulated by the “City of Graham Development Ordinance” which includes the zoning requirements and the subdivision regulations.

### 3.1 ZONING

Zoning is essentially a means of insuring that the land uses of a community are properly situated in relation to one another, providing adequate space for each type of development. It allows the control of development density in each area so that property can be adequately serviced by such governmental facilities as the street, school, fire, police, recreation, and utility systems. This directs new growth into appropriate areas and protects existing property by requiring that development afford adequate light, air and privacy for persons living and working within the community. Zoning is probably the single most commonly used legal device available for implementing the land-use plan of a community. Zoning may be defined as the division of a governmental unit into districts, and the regulation within those districts of:

- The height and bulk of buildings and other structures;
- The area of a lot which may be occupied and the size of required open spaces;
- The density of population;
- The use of buildings and land for trade, industry, residence or other purposes.

If a property is zoned properly for its intended use, then the needed permits can simply be obtained through application and the payment of any required fees. If a rezoning is required, the approval of the City Council must be obtained. This process can take anywhere from a few weeks to a few months, depending on the magnitude, complexity and any controversy generated by the proposal. This process involves a public hearing where neighbors and other interested parties can voice their opinions on the proposed change. The Planning Board and City Council will consider these comments, along with staff reports and the city’s comprehensive plan, before making a final decision. The city’s land use plan and the development ordinance work together to provide a clear and predictable framework for growth, while also allowing for flexibility to address unique development proposals.

### 3.2 ZONING DISTRICTS

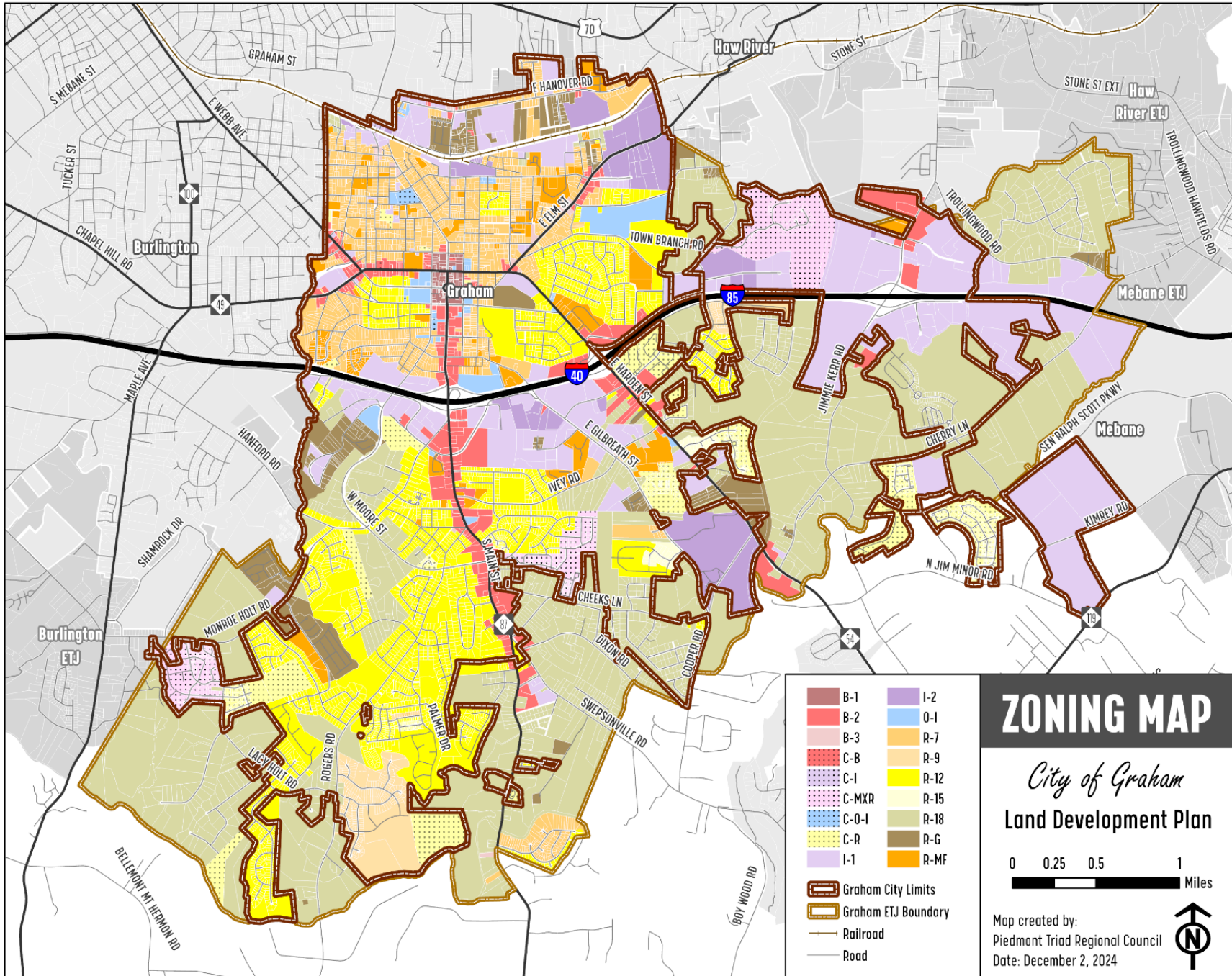
The City of Graham is divided into the zoning districts shown in the table below. Each district comes with a specific set of rules detailing permitted uses, including but not limited to; building height limits, minimum lot sizes, and required setbacks. The table shows the percentage of land zoned for each district broken down between the corporate municipal limits and the extra territorial jurisdiction (ETJ).

*Zoning District Table*

ZONING	DESCRIPTION	CITY		ETJ		TOTAL	
		ACRES	PERCENT	ACRES	PERCENT	ACRES	PERCENT
B-1	Central Business	25.1	0.4%	0.0	0.0%	25.1	0.2%
B-2	General Business	342.4	4.8%	52.6	1.4%	395.0	3.6%
B-3	Neighborhood Business	13.5	0.2%	2.8	0.1%	16.2	0.1%
C-B	Conditional Business	5.8	0.1%	0.0	0.0%	5.8	0.1%
C-I	Conditional Industrial	0.2	0.0%	0.0	0.0%	0.2	0.0%
C-MXR	Conditional Residential Mixed Use	277.7	3.9%	6.8	0.2%	284.5	2.6%
C-O-I	Conditional Office and Institutional	8.3	0.1%	0.0	0.0%	8.3	0.1%
C-R	Conditional Residential	411.1	5.7%	30.3	0.8%	441.3	4.1%
I-1	Light Industrial	1,172.7	16.4%	226.3	6.1%	1,399.0	12.8%
I-2	Heavy Industrial	334.2	4.7%	1.9	0.1%	336.1	3.1%
O-1	Office and Institutional	105.1	1.5%	0.0	0.0%	105.1	1.0%
R-12	Medium-Density Residential	1,468.0	20.5%	46.4	1.2%	1,514.5	13.9%
R-15	Medium-Density Residential	26.7	0.4%	0.0	0.0%	26.7	0.2%
R-18	Low-Density Residential	808.2	11.3%	2,940.6	78.7%	3,748.8	34.4%
R-7	High-Density Residential	629.5	8.8%	44.1	1.2%	673.6	6.2%
R-9	High-Density Residential	199.1	2.8%	3.9	0.1%	203.1	1.9%
R-G	General Residential	227.2	3.2%	126.7	3.4%	353.9	3.2%
R-MF	Multifamily Residential	244.5	3.4%	10.6	0.3%	255.1	2.3%
ROW	Right of Way	860.3	12.0%	242.7	6.5%	1,103.0	10.1%
<b>TOTAL</b>		<b>7,159.5</b>		<b>3,735.7</b>		<b>10,895.2</b>	

Most of the historic part of the City is zoned R-7, while the surrounding rural landscape of the extra-territorial jurisdiction is R-18. The major arterials into and out of the City are slowly being rezoned to General Business, B-2. It is important to note that a request to change the zoning ordinance, whether by application for a general district or a special district, is a request to change the basic plan for the area where the property is located. For example, if someone applies to change the zoning from residential to commercial to allow a used car lot, regardless of the special conditions on the site, the basic issue is still whether a business should be located on that property and does it meet the general purposes of the ordinance. Such decisions or changes to the plan may not individually have a large impact, but taken collectively may indicate the need to revise or modify the plan to meet continuing demands for growth and development.

# 3.3 ZONING MAP



## 3.4 ZONING OVERLAY DISTRICTS

Overlay zoning is a regulatory tool that creates a special zoning district, placed over an existing base zone(s), which identifies special provisions in addition to those in the underlying base zone.

### Courthouse Square Historic District (“Historic District”)

Established for the purpose of protecting and conserving the heritage of Graham, Alamance County and the state; for the purpose of safeguarding the character and heritage of the district by preserving the district as a whole and any individual property therein that embodies important elements of its social, economic, cultural, political or architectural history; for the purpose of promoting the conservation of such district for the education, pleasure and enrichment of residents of the district and Graham, Alamance County, and the state as a whole; for the purpose of fostering civic beauty; and for the purpose of stabilizing and enhancing property values throughout the district as a whole.

### Planned Unit Development

Established to promote innovative design in development by providing flexibility in regard to permitted uses and bulk regulations. Graham’s regulations are designed to promote the development of attractive, desirable communities of place, where residents and visitors can work and live in a development pattern that integrates residential and non-residential uses in a design that is accessible to pedestrians and encourages the use of alternative modes of transportation and shared parking and offers greater convenience to the residents of the City and its extraterritorial jurisdiction.

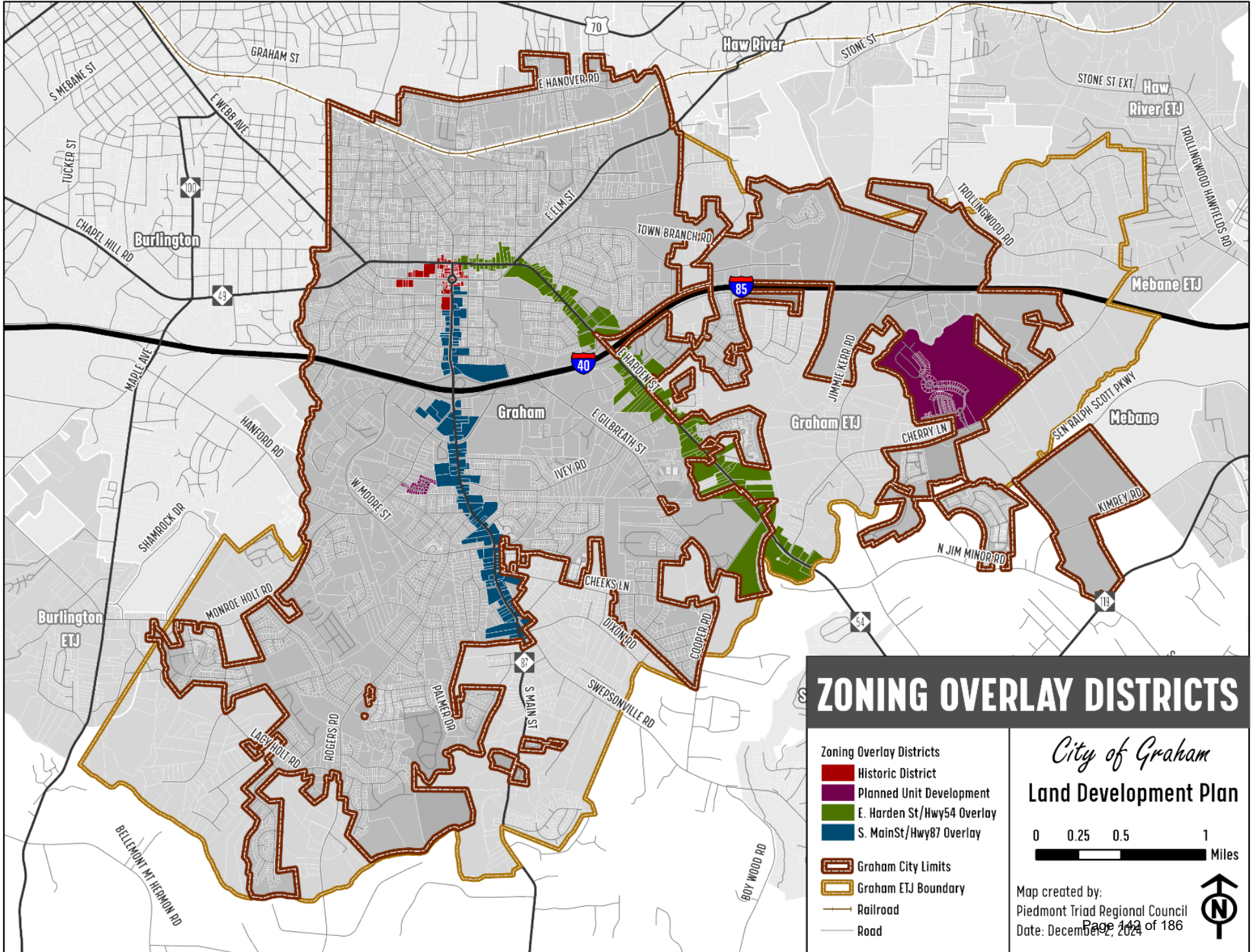
### South Main Street/Highway 87 Overlay District

Established to preserve the visual character of the corridors leading from I-40 and I-85 into Graham’s historic business district. Signage, landscaping, building materials, colors, design, and overall site use should complement and not detract from the established historic district design standards. Because the Overlay District starts at the Highway 87 southern boundary of the City Limits, many citizens and visitors will see this part of the City on a daily basis. In order to arrive at the central business district, or “Historic District Overlay Zone”, from the City Limits, one must travel along the Overlay District. It is very important that the Overlay District is complimentary to the design standards in the historic district since these two overlay zones are adjacent to one another.

### East Harden Street/Highway 54 Overlay District

An aesthetically important thoroughfare for the City of Graham. It is intended to supplement, rather than replace the underlying zoning in this area. It does not address elements such as use or intensity (which are still controlled by the underlying zone), rather it addresses design elements such as signage, lighting, and access.

# 3.5 ZONING OVERLAY DISTRICTS MAP



## 3.6 REZONING

When a property is zoned and development is imminent, it is imperative that the governing body take into account the planning put into this land use document. The strength of this document and the will of the public for enforcement can only be realized through strict adherence to its guidance. Future development should be harmonious with existing development in order to protect the rights and expectations of existing long-standing residents. Governing bodies should not arbitrarily rezone property and must ensure that any new proposed development improvements are consistent with this Comprehensive Land Use Plan. Specific explanation as to how the development is or is not consistent with the plan should be outlined in the motion for approval or denial. If governing bodies do not adhere to this land use plan, it loses credibility, can affect property values, cause unintended costly development that is difficult to remedy, and open the city to liability and challenges. Thoughtful consideration should be given when a governing body allows for rezoning of property and all the proposed uses allowed under the rezoning should be carefully considered.

## 3.7 CONDITIONAL USE ZONING

Conditional Use Zoning is an important zoning tool that allows the governing body to require additional conditions that will, in its opinion, assure that the proposed use in its proposed location will be harmonious with the area. Some things to consider are parking, access to property, floodplains, lighting, fencing, pollution, neighboring land uses, existing development, noise, ~~landscaping, buffers, trees, water run off,~~ dedication of common areas, recreational amenities, ~~open space, driveways,~~ walkways, pedestrian traffic, roadway speeds, traffic studies, right-of way improvements, ~~stormwater drainage,~~ screening, number of units, lot size, watershed concerns, location of structures on property, ~~setbacks, clear cutting,~~ scale of buildings abutting property, height of structures, exterior features, signage, number of entrances to property, emergency egresses, ~~outdoor storage,~~ waterways, railroads, existing easements, creation of jobs, school capacity, utility capacity, assembly use, ~~emergency services concerns,~~ how much the proposed use will generate in additional traffic. Emphasis should be given for the length of driveway, distance of structure to curb, where driveways and sidewalks are on the same side, special care should be taken to ensure that cars will not block the sidewalks by providing adequate driveway length and yard depth. Developers should be encouraged to commit to keep established natural buffers, mature landscaping and trees and discourage clear cutting which helps substantially with erosion control. Cul-de-sacs and streets need to be wide enough to be able to allow for fire trucks, sanitation trucks and school buses to be able to turn around safely, especially if on street parking is allowed. Adequate setbacks that ensure fire safety and allow for access should be required from developers. If storage cannot be located in the rear of property, consideration for how this might affect how property owners may use their garage for storage rather than park cars. This may displace cars to the street or driveways. Use of biocell stormwater control systems by developers should be encouraged. This promotes a greenspace that is easier to maintain over time than a pond. Emphasis on how the use will affect the tax basis, availability of utilities, utility improvements, consistency with other long-range goals, in-fill vs urban sprawl, vacancy, historical features, architecture, hours of operation, topography of land to be developed, natural resources located on the property, historic preservation, and the mix of proposed uses.

## 3.8 SUBDIVISION

Subdivision regulations are locally adopted laws governing the process of converting raw land into building sites. They normally accomplish this through plat (map) approval procedures, under which a developer is not permitted to make improvements or to divide and sell his land until the governing body or planning board has approved a plat of the proposed design of his subdivision. The approval or disapproval of the local government is based upon compliance or noncompliance of the proposal with development standards set forth in the subdivision regulations. In the event that the developer attempts to record an unapproved plat with the local registry of deeds or to sell lots by reference to such a plat, he may be subject to various civil and criminal penalties.

Subdivision regulations may serve a wide range of purposes. To the health officer, for example, they are a means of insuring that a new residential development has a safe water supply and sewage disposal system and that they are properly drained. To the tax official they are a step toward securing adequate records of land titles. To the school or parks official they are a way to preserve or secure the school sites and recreation areas needed to serve the people coming into the neighborhood. To the lot purchaser they are an assurance that he will receive a buildable, properly oriented, well-drained lot, provided with adequate facilities to meet his day-to-day needs, in a subdivision whose value will hold up over the years.

Subdivision regulations enable the City to coordinate the otherwise unrelated plans of a great many individual developers, and in the process to assure that provision is made for such major elements of the land development plan as rights-of-way for major thoroughfares, parks, school sites, major water lines and sewer outfalls, and so forth. They also enable the City to control the internal design of each new subdivision so that its pattern of streets, lots and other facilities will be safe, pleasant, and economical to maintain. From the standpoint of the local governing board, subdivision regulations may be thought of as having two major objectives. First, these officials are interested in the design aspects of new subdivisions, as are the other officials mentioned. But secondly, they are also interested in allocating the costs of certain improvements most equitably between the residents of the immediate area and the taxpayers of the City as a whole.

When subdivision regulations require a developer to dedicate land to the public or to install utilities or to build streets, they represent a judgment that the particular improvements involved are (1) necessary in a contemporary environment and (2) predominantly of special benefit to the people who will buy lots from him (presumably at a price sufficient to cover the cost of these improvements) rather than of general benefit to the taxpayers of the City as a whole.

## SECTION 4: GOALS TO GUIDE US INTO THE FUTURE

During the planning process several issues were identified that impact the entire planning jurisdiction. The issues are:

- Land Use (people want to keep Graham’s small-town feel)
- Downtown (people like the events and want more)
- Culture & History (preservation)
- Transportation (connectivity with bike & pedestrian improvements)

### 4.1 LAND USE AND MANAGEMENT SYSTEMS

#### **Goal 4.1.1: Continue to improve the community’s appearance to assure that Graham maintains its “small-town” charm.**

**Strategy 1:** Continue to enforce the zoning ordinance.

**Strategy 2:** Update the sign ordinance.

**Strategy 3:** Educate the public on illegal signage.

**Strategy 4:** Create a web app/ software to allow the public to report code violations.

**Strategy 5:** Implement design standards for development and add overlays with specific design elements and signage on every main entryway:

- Jimmy Kerr Road
- NC 54 East & West Harden Street
- US 49
- Washington Street
- I-40/ I-85
- Main Street/ Highway 87

**Strategy 6:** Continue to focus and encourage residents to enhance the beautification of our Town.

#### **Goal 4.1.2: Reduce the proliferation of commercial strip development occurring along Graham’s major thoroughfares.**

**Strategy 1:** Steer new commercial development into commercial corridors on South Main Street and West Harden Street.

**Strategy 2:** Encourage internal connectivity between commercial plazas with sidewalk, trails, and driveway connections for new development or redevelopment.

**Strategy 3:** Develop new Overlay Zoning Districts to raise the design standards of development along Graham’s major thoroughfares.

**Strategy 4:** Update the Future Land Use Map.

**Strategy 5:** Change mini-storage to a special use.

**Strategy 6:** Adopt an overlay to create a protected viewshed along the interstate.

## **4.2 DOWNTOWN**

### **Goal 4.2.1: The downtown Central Business District is a vibrant, economic engine.**

**Strategy 1:** Continue the City sponsored grant program for facade and sign improvements.

**Strategy 2:** Continue efforts begun under the Graham Downtown Vision’s Project within the public and private realm for signage.

**Strategy 3:** Work in conjunction with the downtown businesses to have utilities placed underground.

**Strategy 4:** Move gas meters to rear of buildings.

~~**Strategy 5:** Extend the business district to Maple Street and Marshall Street.~~

**Strategy 6:** Encourage small businesses to locate downtown.

**Strategy 7:** Expand the farmer’s market.

**Strategy 8:** Extend 20 mph speed limits out from Court Square to slow traffic.

### **Goal 4.2.2: Increase regional awareness of downtown as a potential shopping and tourist destination.**

**Strategy 1:** Ensure that the “Historic Walk Guide” is available at public locations and businesses throughout the City and updated regularly.

**Strategy 2:** Obtain a “State Historic Site” sign along the interstate to recognize the Courthouse Square and North Graham Historic District’s.

**Strategy 3:** Continue to develop events in addition to “Arts Around the Square” in cooperation with downtown businesses.

**Strategy 4:** Continue to install marker plaques on Historic Buildings.

**Strategy 5:** Add more locations for the Historic Walk Guide.

## **4.3 CULTURE & HISTORY**

### **Goal 4.3.1: Preserve Graham’s Historic Properties**

**Strategy 1:** Continue to support efforts that identify, restore and/or reuse cultural and historic structures, buildings, monuments, and

neighborhoods.

**Strategy 2:** Promote Graham’s Cultural and Historic Resources as a potential tourist destination. (i.e. Arts, Around the Square, Alamance County Arts Council, Downtown, the Alamance County Children’s Museum, the Haw River Trail, the Haw River, the Graham Mebane Lake Providence Church, etc.)

**Strategy 3:** Support and encourage the preservation of cultural and historic resources within the Planning area.

**Strategy 4:** Maintain the historic Lancaster Square layout of downtown.

**Strategy 5:** Avoid disrupting the historic granite curbing at all without a permit.

The Historic Resource Commission should be consulted when any changes to the historic curbing or layout of the historic district is being considered.

**Strategy 6:** All alterations and improvements to Historic Properties should be consistent with the Historic Resources Handbook and follow the guidelines set by the NC Historic Preservation Office.

## 4.4 TRANSPORTATION

### Goal 4.4.1: Increase the number of alternative routes throughout the City.

**Strategy 1:** Develop a graduated scale for required road widths dependent on the total number of homes both present and future, and whether on street parking is anticipated.

**Strategy 2:** Require multiple access points of ingress and egress from residential developments if there will be more than 100 homes or if the development can potentially connect to future development.

**Strategy 3:** Utilize a City Street Plan to work in conjunction with the adopted Thoroughfare Plan to have minor roads built by developers.

**Strategy 4:** Consider future development when determining road widths for new development. Establish a graduated scale for proper street width.

**Strategy 5:** Add standards for cul-de-sacs. Minimum radius dependent on number of houses

**Strategy 6:** Kiosks for garbage

**Strategy 7:** Road width dependent on future number of homes

**Strategy 8:** Require double-width driveways to avoid parking congestion

### Goal 4.4.2: Improve the walkability of the City.

**Strategy 1:** Require new development to include sidewalks that are part of the adopted Sidewalk Plan.

**Strategy 2:** Increase percentage of budget dedicated to sidewalk maintenance.

**Strategy 3:** Require brick stamped concrete for crosswalks downtown and

encourage use in other areas with high pedestrian traffic

**Strategy 4:** Promote traffic calming measures in court square.

**Strategy 5:** Install traffic calming measures within a 5 minute walk of courthouse square.

**Strategy 6:** Promote development that utilizes pedestrian walkways to connect with adjacent land uses.

**Strategy 7:** Promote mixed use development to reduce the number of trips between uses.

**Strategy 8:** Extend greenway system to the City's recreational resources using recommendations from the Pedestrian Transportation Plan

**Strategy 9:** Encourage pedestrian and bike facilities on lower speed (<45mph) roads. Physical barriers between the roadway and pedestrian/ bicycle paths should be considered best practices. ~~Natural Resources~~

## 4.5 ENVIRONMENTAL AND NATURAL RESOURCES

**Goal 4.5.1: Wisely use our natural resources for present residents and ensure those resources will exist for future generations.**

**Strategy 1:** Support efforts to protect sensitive natural resources including wetlands, waterways, slopes, floodplains, etc.

**Strategy 2:** Encourage the restoration of creeks and streams that aid in the control of stormwater runoff.

**Strategy 3:** Increase awareness of and access to the Haw River: Identify areas to develop Trail Programs, acquire easements to expand Haw River Trail, develop a plan to reward developers who put in public amenities and recreational features along Haw River and future residential developments.

**Strategy 4:** Designate areas for recreation.

**Strategy 5:** Increase permitted density for developers dedicating open space beyond the minimum amount required.

**Strategy 6:** Utilize a billboard on I-40 to advertise open space, trails, and recreational amenities.

**Strategy 7:** Include Recreation & Parks in staff plan review.

**Strategy 8:** Make landscaping for commercial buildings dependent on building size.

**Strategy 9:** Develop standards requiring developers to keep existing mature trees and landscaping buffers.

**Strategy 10:** Increase the age and size of trees planted in required buffers.

**Strategy 11:** Create perimeter and interior vegetated buffer standards.

**Strategy 12:** Encourage bio-swales or bio-cells instead of detention ponds and consistently research methods of water retention that are aesthetically pleasing.

- Strategy 13:** Encourage open space residential subdivisions that create compact neighborhoods and rural cluster developments that set aside significant natural vistas and landscape features for permanent conservation.
- Strategy 14:** Encourage developing with the natural topography of the land to reduce grading and stormwater runoff issues.
- Strategy 15:** Develop requirements that an existing vegetated buffer be left whenever possible versus cut and planted buffers.
- Strategy 16:** Encourage environmentally friendly roofing such as using durable and recyclable materials, and roofing options with higher energy-efficiency.

# SECTION 5: PLANNING DISTRICT GUIDELINES

## 5.1 PLANNING AREAS

The City of Graham Planning jurisdiction has been divided into three individual districts to plan for the future growth of the City. These three areas are:

- North Graham / Downtown Graham
- South Graham (south of I-40)
- Cherry Lane/North Carolina Commerce Park North Graham Planning District

## 5.2 NORTH GRAHAM PLANNING DISTRICT

### Background

The North Graham Planning District contains the historic core of the City. A wide variety of land uses are found within the district including: the Central Business District (CBD), established and historic residential areas, industrial operations, and a wide variety of commercial businesses. The major thoroughfares through the district are NC 87, NC 49, and NC 54. The streets follow a basic grid system that allows for numerous routes between locations. Highway 70 skirts the northern edge of Graham and is a major connection between Chapel Hill and Greensboro which people use to travel to and from Graham.

The district is the most urban of the four planning districts and was developed along traditional neighborhood development principles. Most of the area was developed before the 1950's. The district also has two historic districts and numerous structures that are eligible for nomination to the National Register.

### Boundaries

The boundaries for the district are Interstate 40/85 on the south, the City limits of Graham to the west, the City limits of Burlington and Haw River to the north, and the Haw River to the east.

### Existing & Emerging Conditions

- Downtown revitalization efforts have attracted developers and new businesses.
- Infill opportunities are available throughout the planning district for residential, industrial and commercial developments.
- Existing infrastructure (i.e. water, sewer, roads, parks, etc.) reduces the cost of new development.
- Many areas need reinvestment to help improve community appearance.
- Commercial strip development has begun to infringe on residential areas.
- Older industrial facilities are still providing employment opportunities.

- Historic resources within the district should be capitalized on.

## Planning District Growth Management Plan

The North Graham Planning District encompasses the traditional center of commerce, government, and industry in Graham. In order to enhance and preserve the valuable resources within the district it is recommended that the following efforts be undertaken.

### Policies & Recommendations

- Policy 5.2.1** Encourage infill development within the district, as well as redevelopment efforts of deteriorating structures.
- Policy 5.2.2** Create more neighborhood (“pocket”) parks within the district on vacant and underdeveloped lots.
- Policy 5.2.3** Preserve established residential neighborhoods within the district.
- Policy 5.2.4** Improve enforcement of existing zoning ordinance to improve community appearance.
- Policy 5.2.5** Prohibit the continuation of additional commercial strip development along major thoroughfares.
- Policy 5.2.6** Continue to encourage the redevelopment efforts underway within the City Center.
- Policy 5.2.7** Promote the City Center as the commercial and governmental center of Graham.
- Policy 5.2.8** Adopt an Overlay Zoning District for the major thoroughfares within the district that will place additional development standards on top of existing zoning requirements. Additional requirements could include: design criteria, building orientation, landscaping, signage controls, and limited curb cuts.
- Policy 5.2.9** Encourage tourism within the City Center through promotional campaigns that highlight the Court House Square and North Main Street Historic Districts.
- Policy 5.2.10** Initiate a corridor improvement program for the Town Center and South Main Street that will place utilities underground, improve pedestrian crossings, and construct a landscaped median on South Main Street.
- Policy 5.2.11** Add greenery to create traffic calming.
- Policy 5.2.12** Promote homeownership within the district as a way to protect established neighborhoods.
- Policy 5.2.13** Expand the size of storm drains in downtown to reduce flooding risk.
- Policy 5.2.14** Install stamped brick concrete crosswalks.

## 5.3 SOUTHERN GRAHAM PLANNING DISTRICT

### Background

The Southern Graham Planning District contains the area associated with the first suburban growth in the City of Graham. The district is composed of a variety of land uses including commercial, residential, and industrial uses. A majority of the district is developed with relatively few large undeveloped tracts of land. The major thoroughfares within the district are NC 87, NC 54, and Gilbreath Street. Commercial strip development can be found along South Main Street. Areas directly behind the commercial developments range from multi-family apartments to cul-de-sac subdivisions.

### Boundaries

The boundaries of the district are Interstate 40/85 on the north, the Haw River to the east, and the Burlington/Graham City limits to the west. The southern boundary for the Southern Graham district is Big Alamance Creek.

### Existing & Emerging Conditions

- Incremental rezonings along South Main Street have led to the proliferation of commercial strip development.
- Vacant land is beginning to be developed at higher densities (i.e. multi-family and smaller single-family lots).
- An increase in the number of multi-family rezoning requests.
- Widening of NC 54 will place development pressures similar to that seen along South Main Street.
- Commercial and multi-family developments have begun to infringe upon established single-family residential areas.
- Most of the district is furnished with water and sewer.
- Graham Regional Park provides multiple recreation opportunities including an adaptive playground for all ages and abilities.

### Planning District Growth Management Plan

The Southern Graham Planning District addresses the existing and emerging conditions of the district and creates a better sense of place through managed growth. In order to accomplish this task, it is recommended that the following Policies & Recommendations be followed.

#### Policies & Recommendations

**Policy 5.3.1** Ensure that development along Highway 54 does not replicate the highway commercial/strip development characteristic of South Main Street. This can be accomplished by promoting nodal development

through a regional commercial center and village center with sufficient separation between centers. A regional commercial center could include a major anchor store(s) interspersed with smaller commercial activities, office and institutional uses, multi-family, and governmental facilities located within an integrated complex.

- Policy 5.3.2** Limit direct highway access or the number of curb cuts for commercial activities by directing development to proposed regional and village centers and requiring internal connectivity between commercial uses, as well as uniformity in design standards.
- Policy 5.3.3** Provide a transitional buffer between the proposed commercial and village centers and existing or proposed single-family neighborhoods that would consist of landscaping, multi-family developments and/or townhouse developments.
- Policy 5.3.4** Adopt an Overlay Zoning District for the Highway 54 and South Main Street corridors that would apply additional development standards to regulate building design and construction, site layout, landscaping, signage, and traffic patterns.
- Policy 5.3.5** Develop and promote a greenway system along rivers, creeks, and tributaries to provide recreational opportunities for residents and protect environmentally sensitive areas. These corridors would also protect scenic areas for the community and provide a natural buffer for waterways.
- Policy 5.3.6** Encourage residential development that conserves land along rivers, creeks, and tributaries to protect environmentally sensitive areas, promote open space preservation, and provide a natural buffer for waterways.
- Policy 5.3.7** Encourage neighborhood residential development in remaining undeveloped areas that are adjacent to existing residential developments. Additionally, interconnectivity between neighborhoods should be encouraged for new developments but this connectivity should strongly take into consideration the harmonious use, road width, and increase in traffic on existing roads.

## 5.4 CHERRY LANE/ NC COMMERCE PARK PLANNING DISTRICT

### Background

The City of Graham's extra territorial planning jurisdiction has properties contained within it that are adjacent to the NC Commerce Park Planning District. This location provides an area for economic growth. This once historical and agricultural area has developed over the past 20 years with large mixed-use neighborhoods such as Old Fields and Cherry Creek and has large tracts adjacent to the NC Commerce Park area. Initial construction of both Lidl and Walmart within the district opened the doors for

additional Industrial and Warehouse uses in this area. The 1,100 acre Park loosely includes portions of Graham Mebane and unincorporated Alamance County areas. Through a combination of annexations rezoning and municipal water and sewer extensions, as well as collaboration between local governments, this area can offer a multitude of development possibilities.

## Boundaries

The district is comprised of the land east of the Haw River, south of the Town of Haw River, west of NC 119 and north of the Town of Swepsonville.

## Existing & Emerging Conditions

- The 2022 Burlington Graham Comprehensive Transportation Plan shows Cherry Lane being widened to twelve foot lanes, with paved shoulders and turn lanes at key intersections and a sidepath.
- The district has large tracts of vacant land with some vacant land being developed.
- Incremental rezonings and subdivisions can lead to unplanned growth.
- The Interstate access and Alamance Community College offer a number of opportunities for future employment growth.
- Widening of NC 54 will add pressure to the district due to the proximity of the Cherry Lane/ NC Commerce Park area to the Interstate.

## Planning District Growth Management Plan

The Cherry Lane/ NC Commerce Planning District provides a location for economic growth. The goal of this growth is to provide jobs and a tax base for the community. In order to accomplish this task, it is recommended that the following Policies & Recommendations be followed.

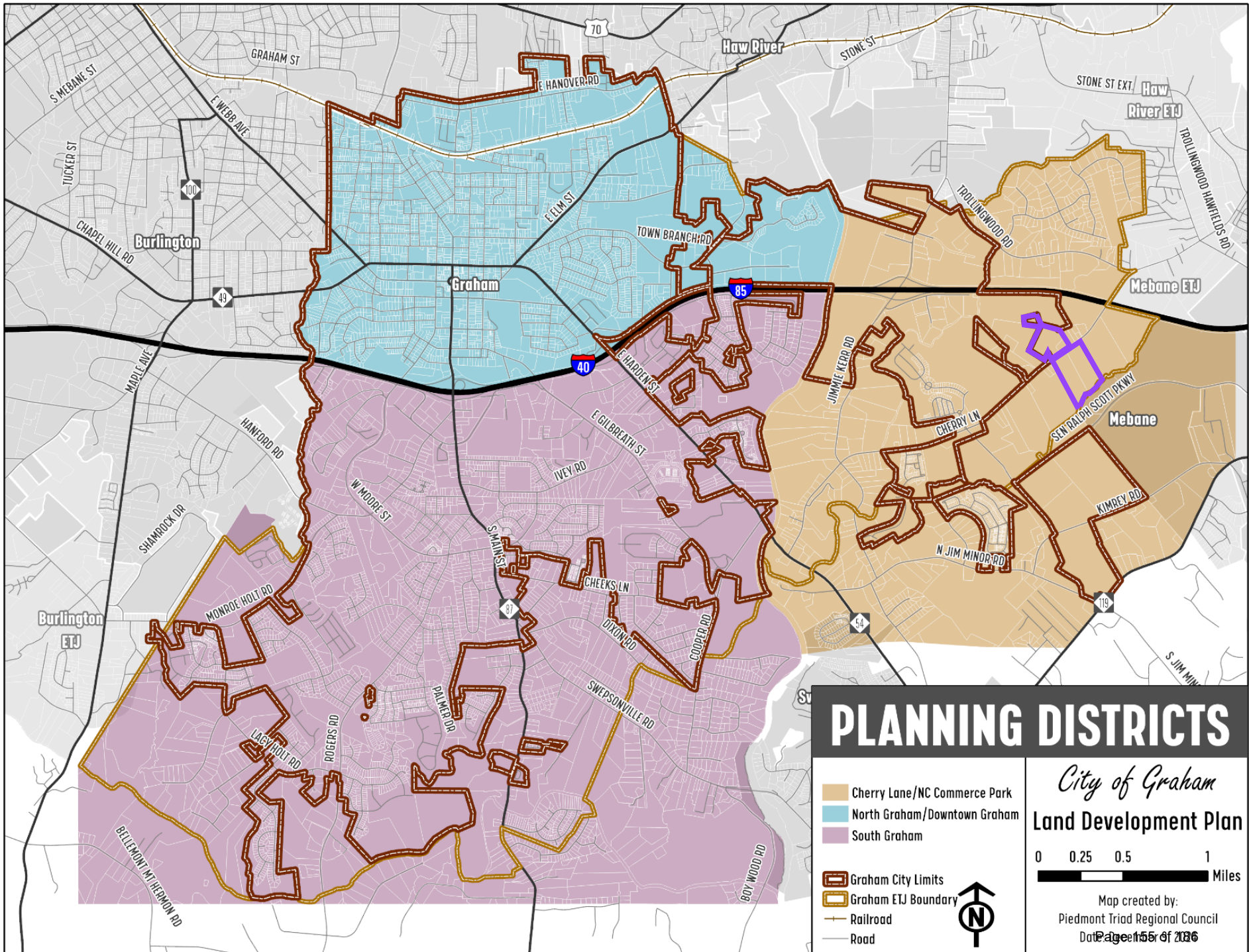
### Policies & Recommendations

**Policy 5.4.1** Require development within an integrated complex to reduce the number of driveways.

**Policy 5.4.2** Encourage rural residential and conservation type residential development along with sensitive industrial development with large vegetative buffers and preservation of sensitive visual and historical components, environmental, and flood prone areas.

**Policy 5.4.3** Develop a greenway system along rivers, creeks, and tributaries to encourage open space preservation as part of (and between) employment centers to encourage pedestrian and bicycle trips between uses and offer residents of the district a continuous trail for recreational activities.

# 5.5 PLANNING DISTRICT MAP



Purple lines on lots show areas that are located in a conservation district. PB has requested this be added to the Planning Districts map

## SECTION 6: FUTURE LAND USE MAP

By identifying areas suitable for different land uses, the Future Land Use Map helps strategize where to focus growth, protect natural areas, and manage development pressures.

### 6.1 WHAT IS A FUTURE LAND USE MAP?

A Future Land Use Map is a planning tool that visually represents a community's long-term vision for how land within its jurisdiction should be used and developed. It guides decisions on zoning, growth patterns, and infrastructure investments by identifying areas designated for various uses, such as residential, commercial, industrial, agricultural, and open spaces. The map reflects community goals, balancing development with environmental preservation, infrastructure capacities, and quality of life considerations. By illustrating the desired locations for future growth and conservation, the Future Land Use Map serves as a strategic framework for managing sustainable development over time.

### 6.2 APPLYING FUTURE LAND USE MAP

The Future Land Use Map establishes the desired development pattern for the City of Graham and serves as a blueprint for future growth. The Future Land Use Map of this plan will be the primary guide for future land use and transportation decisions. The Future Land Use Map of this plan will also serve as a primary guide for future zoning decisions, along with policies and strategies from this section.

City staff, developers, and residents can use the map to understand where specific types of land uses—such as residential, commercial, or open space are encouraged, ensuring that future growth respects the town's limited infrastructure. By referencing the map, decisions on zoning changes, development proposals, and infrastructure investments can be made in a way that promotes growth and redevelopment while maintaining Graham's small-town feel and environmental integrity. The map helps manage growth thoughtfully and ensures it supports the long-term goals of the community.

### 6.3 FUTURE LAND USE CATEGORIES

The Future Land Use Map presented here represents a spatial arrangement that reflects the values of the community. Land use categories outline the type of encouraged development and provide a guide for zoning changes and future development ordinance updates.

Each of the future land use categories have a general description outlining goals for types and intensity of development. Policy recommendations found in other sections of this document should also be considered in any land planning board or governing board decision when applicable to the future land use category for a development regulation decision.

## Mixed Use Residential

Mixed Use residential areas in Graham ideally are located between mixed use commercial areas and single-family housing neighborhoods. They should include a variety of uses, but are primarily compact residential neighborhoods.

**Principal uses:** detached single family housing on small lots less than 6,000 square feet in area, group homes, and live-work units

**Secondary uses:** multifamily housing, duplexes, townhomes, neighborhood commercial, non-retail uses such as day care, parks, schools, small civic facilities, offices and flex space, studios, bed-and-breakfasts; secondary uses are most appropriate when located at or near street intersections.

### Desired Pattern

Mixed use residential neighborhoods should include diverse housing options. Housing should be built at a human scale, with buildings that reflect Graham's historic architecture and which create a comfortable space along the street.

### Transportation

Automobile parking should be located on the street, and behind homes with ingress and egress via rear alleys. All new street development should include wide sidewalks on both sides with street trees placed at 30–40-foot intervals. Where possible, blocks should be broken up to create street lengths of less than 600 feet between intersections. Textured crosswalks and other traffic-calming facilities should be used to increase the safety and visibility of pedestrians and bicyclists.

<b>Appropriate Form</b>	2-5 story building heights
<b>Appropriate Dimensional Standards</b>	0-15 foot front build-to line; No minimum side yard setbacks; 16 foot minimum lot width and 50 foot maximum lot width

## Downtown Residential

Downtown residential areas are located in and around the City's historic downtown area. These neighborhoods are compact, connected, and diverse.

**Principal Uses:** Predominantly detached single-family homes; new neighborhoods may include duplexes

**Supporting Uses:** Places of worship, daycares, park facilities, schools, civic spaces; designated neighborhood centers may include neighborhood-oriented commercial, small professional offices, live-work units, and home occupations provided they do not generate excessive traffic and parking

### Desired Pattern

Many of Graham's downtown residential neighborhoods include sidewalks, tree coverage, small and medium-sized lots, a variety of housing choices, human-scale buildings oriented toward the public realm, attractive architectural features, and

porches and stoops that facilitate social interaction and provide eyes on the street. This pattern should be maintained and continued with policies that promote home rehabilitation and context-sensitive infill development.

### Transportation

It is desirable that automobile parking be located on the street, and in garages set back from the front of the home. Where public right-of-way widths permit, street reconstruction projects should include sidewalks on both sides of the street. Street trees should be planted at 30–40-foot intervals between the curb and the sidewalk. Textured crosswalks and other traffic-calming facilities will increase the safety of pedestrians and bicyclists.

<b>Appropriate Density</b>	3–6 dwelling units per acre
<b>Appropriate Dimensional Standards and Building Orientations</b>	New homes should consider adjacent lot sizes

## Suburban Residential

The suburban residential land use area is an important category in this plan because it makes up more area within Graham’s planning area than any other future land use category. Conventional residential practices tend to result in disconnected, homogeneous, automobile-oriented developments. This plan changes the paradigm by promoting diverse, walkable, and connected neighborhoods. Suburban residential neighborhoods are primarily settings for existing and future single family detached housing, but may also contain additional housing typologies and low-impact supporting uses in neighborhood activity centers. Affordable detached homes within attractive walkable neighborhoods will continue to make Graham an attractive place to live for people who work in Graham and surrounding communities.

**Principal Uses:** Predominantly detached single-family homes; new neighborhoods may include a range of duplexes, townhomes, and small-scale multi-family dwellings of twelve units or less

**Supporting Uses:** Places of worship, day cares, park facilities, schools, civic spaces, and consideration of accessory dwelling units, provided they are designed to maintain the single-family character of neighborhoods. Designated neighborhood centers may include neighborhood-oriented commercial, small professional offices, live-work units, and home occupations provided they do not generate excessive traffic and parking

### Desired Pattern

While the automobile will continue to be the primary mode of transportation for people living in this area, neighborhoods should include pedestrian-friendly design, with a diverse array of housing built around neighborhood centers. In new neighborhoods, it would be desirable for garages to be set back from the front of the home, or accessed via a rear alley.

### Transportation

It is desirable that automobile parking be located on the street, and behind homes with ingress and egress via rear alleys, and that street rights-of-way include sidewalks on

both sides with street trees placed at 30–40-foot intervals within grass swales. Where possible, blocks should be broken up to create street lengths of less than 600 feet between intersections.

It is desirable that new neighborhoods connect to future and existing neighborhoods. Neighborhood streets should function as yield streets to calm traffic and decrease impermeable surface. Where determined to be unnecessary and where swales are present, curb and gutter should be discouraged to decrease development and maintenance costs and facilitate stormwater runoff.

<b>Appropriate Density</b>	3–6 dwelling units per acre
<b>Appropriate Dimensional Standards and Building Orientations</b>	New neighborhoods should consider a variety of lot sizes with consistent setbacks along the same street

## Downtown District

A vibrant downtown is critical for the success of any City. The urban fabric of downtown Graham exhibits many of the characteristics of successful places: Buildings located up to the front of the lot, wide sidewalks, on-street parking, awnings, transparent doors and windows, vertical mixed-use buildings, terminated vistas, and small blocks all make downtown a vibrant and charming pedestrian-friendly environment. This design was no accident; it was and continues to be the most efficient way of building a City for people moving around on foot and using public transportation.

The downtown district should foster vibrant activity day and night by including diversity in land use, including offices, dwelling units, restaurants, entertainment venues, high quality public gathering spaces, and cultural opportunities. In this way, downtown Graham will be the focal point of the community.

### Desired Pattern

New buildings in downtown should be located no further than 10 feet from the front lot line and should include transparent windows on at least 50% of the first-floor facade. Multiple stories and a mix of uses are desirable. The building design should also consider the existing historic architecture throughout downtown.

### Transportation

Downtown streets should be built as places, not just transportation corridors, and should primarily accommodate pedestrians and bicyclists. Automobile parking should be located on the street, creating a barrier between moving traffic and the sidewalk, and behind or below buildings. Bicycle racks should be located throughout downtown. In all new street redevelopment projects, street trees should be placed at 20–30-foot intervals.

## Mixed Use Commercial

Mixed use commercial areas include commercial and office developments primarily located at major intersections. These areas provide a mix of retail, commercial,

office, multifamily residential and institutional uses. Buildings are multiple stories, with architectural details, surface textures, and modulation of light and shade, and should be built at a human scale.

### Desired Pattern

Mixed use commercial land use areas currently include many strip and other low density commercial developments. These should be redeveloped over time into pedestrian- oriented nodal centers of activity. New buildings in mixed use commercial areas should be located no further than 15 feet from the front lot line and should include transparent windows on at least 50% of the first-floor facade. Multiple stories and a mix of uses are desirable.

### Transportation

Automobile parking should be located on the street, creating a barrier between moving traffic and the sidewalk, and behind buildings. Bicycle racks should be located in front of all new buildings and all new street redevelopment should include 8-15-foot-wide sidewalks with street trees placed at 30-foot intervals. Where possible, blocks should be broken up to create street lengths of less than 600 feet between intersections. Alleys are also highly encouraged in order to reduce curb cuts and remove utilities and trash from the front of buildings.

<b>Appropriate Form</b>	2-5 story building heights
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## Education District

The education district currently includes the campus of Alamance Community College (ACC). This area represents a significant opportunity to partner with private sector companies to train workers for local jobs located in Graham and the Commerce Park. Most students commute to ACC via automobile and therefore surface parking lots currently make up a large percentage of the campus's ground cover.

This district is located adjacent to the Haw River, providing the site with a major visual and environmental asset and necessitating implementation of low impact development. The City should work with Alamance Community College and other stakeholders to develop a small area plan consistent with the goals and policies of this plan.

### Desired Pattern

Over time, the education district should be planned to include compact development patterns. Such development should consist of mixed-use buildings that include housing for students, staff, and instructors, commercial uses for daily needs, flex space, and other space for light industry and employment. Parking structures should be placed on the periphery of the campus and behind buildings to allow for centralized green spaces. Buildings within this district should be threaded into a walkable urban fabric.

### Transportation

Automobile parking should be located on the street, behind buildings, and in parking garages. Bicycle racks should be located in front of all new buildings. Off-street

bicycle and pedestrian and facilities should connect the campus to surrounding neighborhoods, as well as connect to the Haw River Trail and other greenways throughout the City.

<b>Appropriate Form</b>	2-6 story building heights
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## Employment District

The NC Commerce Park has a joint land use agreement between Mebane, Graham, and Alamance County. The employment district extends beyond the Commerce Park border and currently contains several uses, including farms, large lot single family homes, natural groundcover, distribution and warehousing. As rezoning occurs to employment district, it can be incorporated into the NC Commerce Park joint land use agreement.

### Desired Pattern

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

### Transportation

The employment district should support the viability of safe walking and bicycling as a serious form of transportation, while also ensuring the most efficient transportation network possible for freight trucks and other heavy vehicles that require regional access. This may need to be accommodated through shared use trail connections.

<b>Appropriate Density</b>	6 dwelling units per acre; 0.5 Commercial/Industrial FAR
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## Industrial

Industrial districts contain large one- and two-story buildings with easy access to the major roads like state highways and Interstate 40/85 for heavy freight vehicles. Some of these uses may be considered noxious and therefore adequate buffers must exist between industrial uses and other land uses, as well as natural areas. Graham's wastewater treatment plant is also located in an industrial area.

### Desired Pattern

Industrial districts should have limited setbacks between the front of the property line and between adjacent industrial uses in order to use land and infrastructure efficiently. These uses should be heavily buffered from residential neighborhoods, parks and open space, and streams. Such areas should follow orderly development patterns and seek to maintain minimal adverse environmental impacts.

### Transportation

Transportation infrastructure in this district should primarily accommodate heavy

freight vehicles by providing wide lanes with shoulders. Freight routes should avoid pedestrian-oriented neighborhoods. Intersections along freight routes should maintain appropriate curb radii to accommodate large vehicles.

<b>Appropriate Density</b>	0.3-0.5 Commercial/Industrial FAR
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## Commercial Corridor

Two commercial corridors within Graham include spans along NC-54 and NC-87 where single family residential uses are being replaced with automobile-oriented commercial uses. The commercial corridor land use exists in order to acknowledge this slow and incremental yet persistent land use transition, and address the challenges posed by this growth pattern.

### Desired Pattern

Ideally, most development will be focused in strategically located clusters identified within this plan. Where commercial growth occurs along the identified NC 54 and NC 87 corridors, pedestrian, bicycle, and vehicular safety should be promoted through high quality planned development.

### Transportation

These corridors currently comprise extremely long blocks and very few intersections, which result in low connectivity and can be detrimental to adjacent neighborhoods. While limited access roads may be beneficial for high-speed mobility in rural areas, this plan acknowledges that as Graham continues to grow and expand along these corridors, new intersections should be developed. Intersections should be spaced at no more than 1000 feet and preferably less than 800 feet in order to improve access to future development and increase connectivity along these corridors. Additional rights-of-way and pedestrian easements should be obtained through property acquisition and landowner dedication at the development and redevelopment stage.

Driveway curb cuts at each commercial business and residential home increase the likelihood of collisions. To reduce this risk, and improve the aesthetic quality and accessibility of commercial businesses, rear alley access, divided slip lanes, and mid-block shared parking should be provided along the commercial corridor.

<b>Appropriate Density</b>	6 dwelling units per acre; 0.5 Commercial/Industrial FAR
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## Rural Residential

The rural residential area includes low density housing, farms, and undeveloped natural areas including streams and mixed oak-pine forests, in areas not served by City water and sewer services. Where possible cluster subdivisions should be considered to allow preservation of existing open space.

## Desired Pattern

For the planning horizon of this plan, rural residential areas should maintain their existing rural and low-density residential character. In order to do this the City will avoid extending water and wastewater lines to properties located within this future land use area for the near and medium-term future.

## Transportation

Roads in rural residential areas should limit their impact on the environment by limiting encroachment into sensitive environmental areas and reducing impermeable surface area. Acquisition of land and easements should be considered for trails, especially along streams, and for protection of riparian buffers.

## Conservation Overlay

The conservation overlay on the Future Land Use Map include floodway areas, trees and natural cover that buffer streams from the built environment, provide space for trails and recreation, support habitats, and reduce flood hazards. This area should contain no vertical development unless flood proofed and necessary for supporting trails or recreation. Existing parks are also included in this future land use category to preserve the excellent parks and recreation systems that exist in Graham.

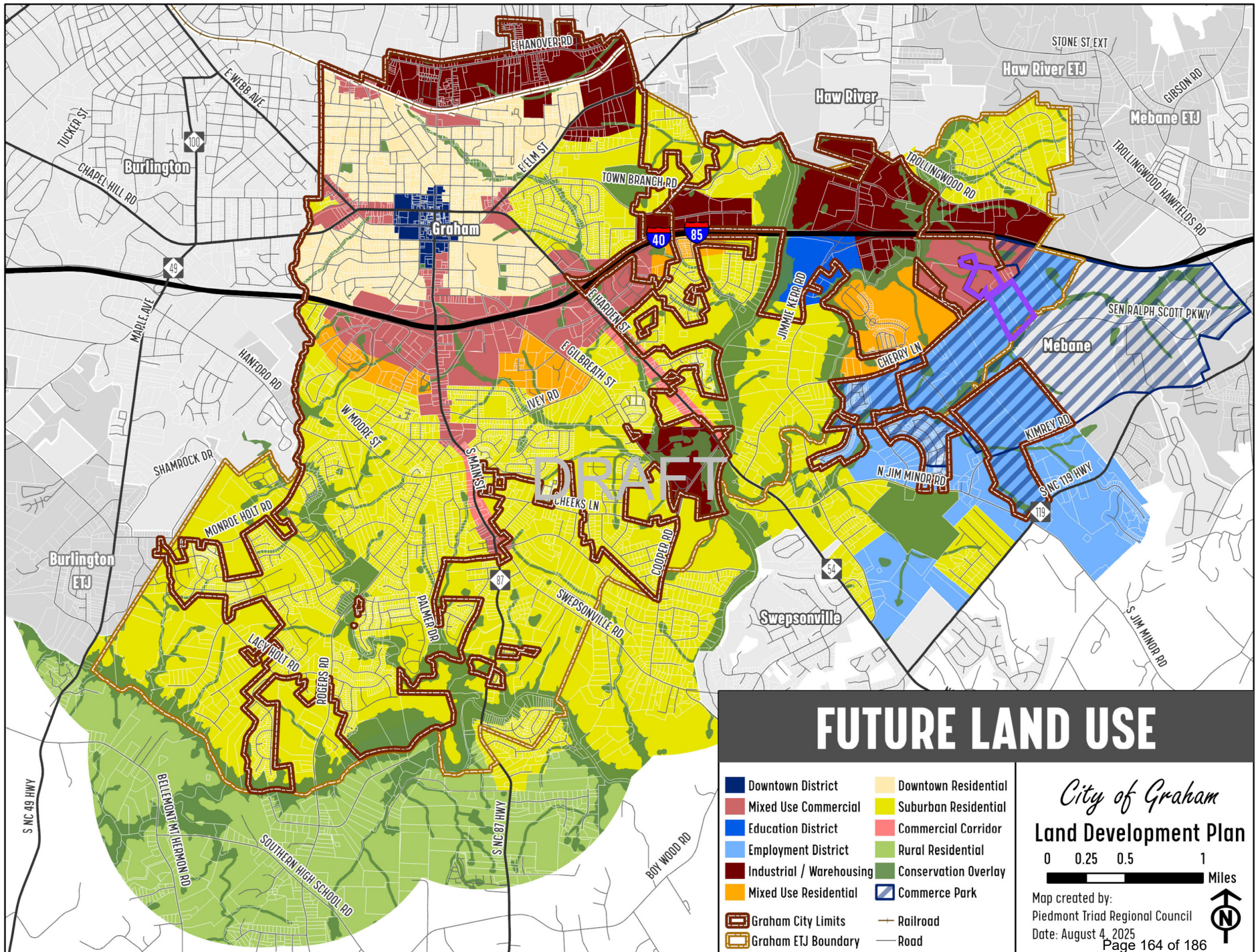
## Relationship to Density Calculation

The land area of the conserved areas should not count towards the overall acreage in the density calculation.

## Conservation District/Easement

Conservation Districts are local, state-subdivided entities that protect farm land by assisting with conservation planning, implementing best management practices, and managing farmland preservation programs. They connect farmers with funding, such as cost-share programs for water quality and Voluntary Agricultural Districts (VAD) to preserve working lands from development.

# 6.4 FUTURE LAND USE MAP



Purple lines on lots show areas that are located in a conservation district. PB has requested this be added to the land use map

# SECTION 7: COMPARISON OF DEVELOPMENT PATTERNS

The Graham Comprehensive Plan provides a vision for the development of the City and surrounding area. The vision includes several types of development patterns. This section provides a general explanation of the differences between the various development approaches and their applications.

## 7.1 STRIP DEVELOPMENT VS. COMMERCIAL CENTERS

### Strip Development



Currently, most of Graham's commercial development has occurred in linear strips along major thoroughfares. Many are a mix of a larger anchor establishment, such as a grocery store or restaurant, and smaller retail shops. Common characteristics include:

Commercial use orientation, automobile friendly, ample parking lots, large setback from streets, unattractive building design, less restrictive access to roads, flexible bay sizes, lower rents, rapid construction times, lower startup costs, site flexibility, short business move-in times, and are highly customizable.

### Recommendation

The Graham Comprehensive Land Use Plan seeks to encourage the development of both strip centers and commercial centers where most appropriate, with respect to acreage and surrounding infrastructure, while incorporating the more positive characteristics of each. Strip centers should have varying facade heights which break up the individual units and should vary in color and material types (brick, stucco, stone, etc.) Strip development should include green space (minimum 5-10%) such as landscaping and trees in parking areas. Outside seating is also welcomed. Interconnectivity between uses, shared parking, fewer curb cuts, clustering of multiple uses, and pedestrian/bike friendly accommodations are encouraged.

### Commercial Center

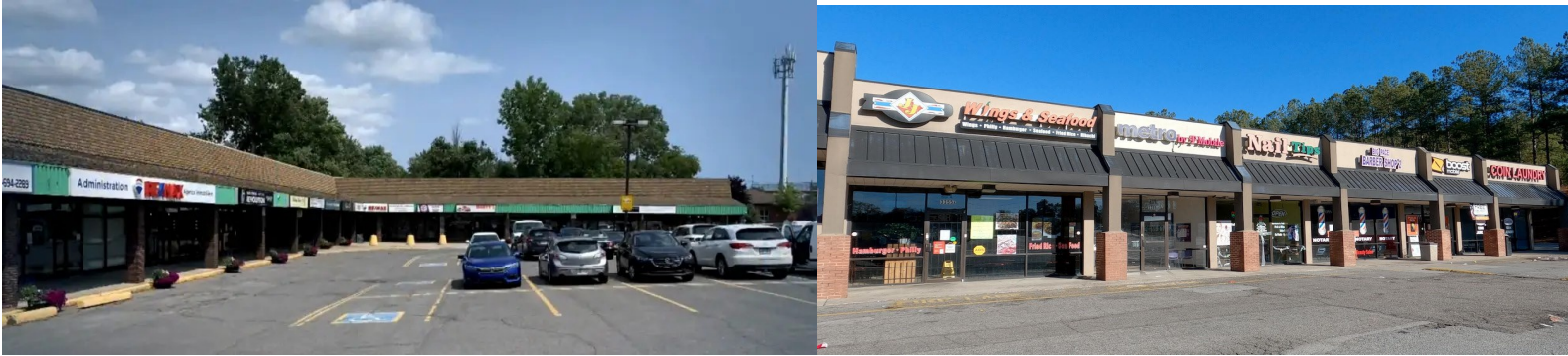


The Commercial Center concept is based on applying the attributes of a traditional downtown to a new site that is smaller in scale. Common characteristics include:

Mixed use (commercial, office, residential) orientation, pedestrian/automobile friendly, strategically located and interconnecting parking, buildings close to road, attractive architectural design, more restrictive access to roads, less flexibility in bay size, higher rents, more lengthy construction times, higher startup costs, site constraints, longer startup for business, and are highly customizable.

# Common vs. Desirable Strip Development Design

## Common Building Designs for Strip Development

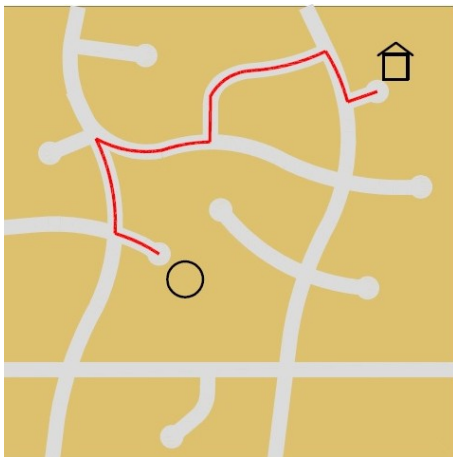


## Desirable Building Designs for Strip Development



## 7.2 UNCONNECTED ROADS VS. ROAD NETWORK

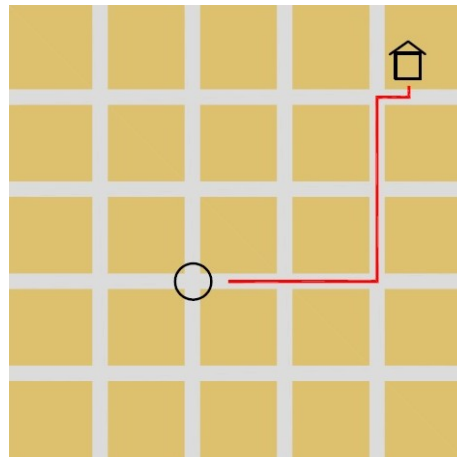
### Unconnected Roads



The current proliferation of cul-de-sac neighborhoods has resulted from the highly desirable characteristics of the subdivision category. Homeowners value the calmer and less dense traffic patterns, the propensity for neighborhood interactions, the overall community feeling engendered by closer neighbor proximity, the ability to walk and/or bicycle in the neighborhood, and the sense of separation from the hustle/bustle of city activity. However, there are certain disadvantages that accompany this type of development. Without adequate road width and cul-de-sac radius, city services and emergency services may be hampered. Parking in the streets can hinder traffic as well. Lack of through traffic routes can be considered both as desirable and undesirable. Cul-de-sac development is typically done within a larger grid type road network so there is generally a combination of slower and faster traffic patterns for the average homeowner. The characteristics of unconnected roads include:

- Lower Capacity
- Fewer Route Choices
- Longer Driving Distances
- Single Mode of Transportation

### Road Network



A development based on a grid or road network type system also offers both advantages and disadvantages. It could possibly aid in relieving traffic congestion found on some major thoroughfares and disperse traffic throughout the city. It may or may not provide greater capacity, more route choices, more access, and shorter distances. Whether or not these attributes are desirable might well be debated. Issues such as safety, city services access, emergency vehicle access, neighborhood "feel", etc. should be considered in choosing this development paradigm. The characteristics of road networks include:

- Higher Capacity
- More Route Choices
- Shorter Driving Distances
- Multiple Modes of Transportation

### Recommendation

The Graham Comprehensive Land Use Plan seeks to encourage the development of both the Unconnected Roads and the Road Networks paradigms within new residential and commercial areas to provide citizens with more transportation and living options throughout the city. Each model has both positive and negative aspects which should be carefully weighed with respect to the area of the city under development consideration. These design considerations include, but are not limited to: Use of "T" turnarounds, appropriate block lengths, appropriate street widths, and traffic calming features. A well-planned, connected road network can be incorporated into new subdivisions, new commercial centers, even office parks, and stub-outs are encouraged to undeveloped and landlocked properties.

## 7.3 SEPARATION OF USES VS. MIXED-USE

### Separation of Uses



The standard zoning ordinance has created a situation in which all uses must be segregated from one another. This has reduced the occurrence of lively neighborhoods that include a neighborhood store, as well as the removal of residences from the Central Business District in many communities. While some uses need to be separated from one another, many would work well together if designed properly. For example, the construction of five three-story multi-family apartment buildings in the middle of a single-family residential district would not be appropriate. However, a multi-family townhouse development that is designed to complement the surrounding neighborhood may fit in. The Separation of Uses has resulted in the creation of “pods” of development. The Separation of Uses is compounded with unconnected road networks, requiring all traffic to use a main road to travel. It is to be noted, however, that the separation of uses assists in managing infrastructure demands and may reduce nuisances caused by mixed use environments. It also allows for more efficient infrastructure planning, such as road design in industrial zones.

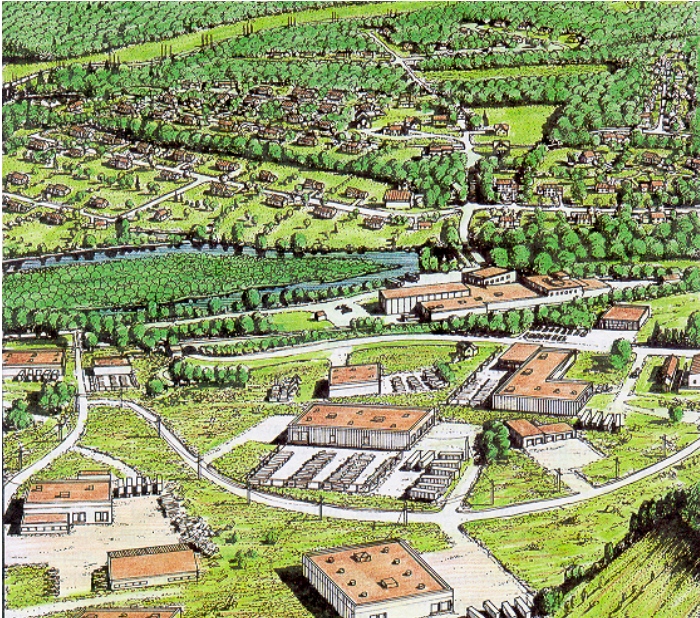
### Mixed Use



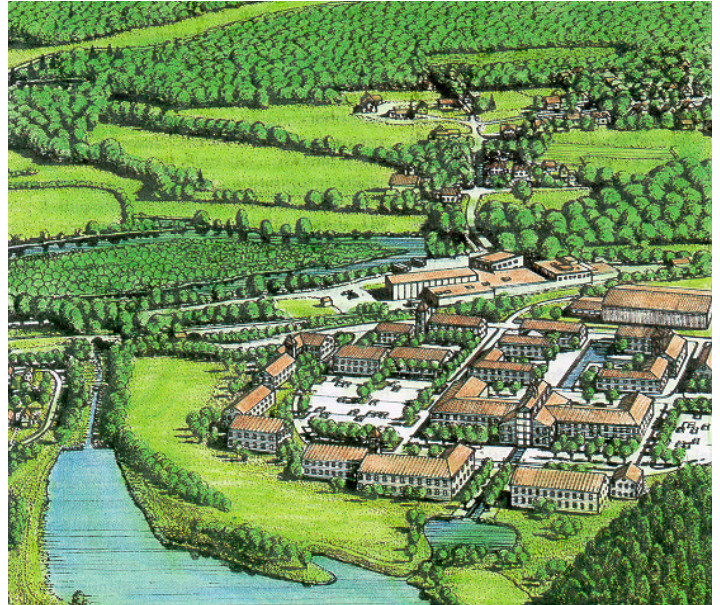
The concept of mixed use began before zoning was required and many uses could be found within a singular neighborhood. When pre-planned, mixed use provides an effective concept to encourage lively neighborhoods that intertwine to serve a multitude of needs. The Central Business District in Graham exemplifies mixed use as there are office and retail establishments with residences on the upper floor. Problems occur and opposition may arise when a multitude of uses are added after an established use has defined the area. Careful consideration must be given to transitions between uses. Not all commercial uses are compatible with residential, institutional uses, and vice versa. Factors such as use intensity, building height, privacy, noise, lighting, traffic, landscaping, fencing, and setbacks should be thoroughly evaluated when introducing a new use adjacent to an established one. Equal attention should be given to which use existed first and whether the proposed adjoining use will function harmoniously with the existing development. Transitional uses – such as office and institutional uses – can serve as effective buffers between commercial development and residential neighborhoods. Neighborhood markets and convenience stores, in particular, can either enhance or negatively impact nearby areas depending on their location, design, and operations, including the presence of sidewalks, operating hours, lighting, and ongoing maintenance.

## 7.4 CONVENTIONAL DEVELOPMENT VS. OPEN SPACE DEVELOPMENT

### Conventional Development



### Open Space Development



*Illustrations from Rural By Design, Randall Arendt*

Conventional development maximizes the number of lots or retail space that can be created out of any piece of land. This method pays less attention to environmental factors, neighborhood design, or open space; however it provides for initial lower costs of land and resident privacy. The goal of this development paradigm is to maximize the number of houses or businesses on the site as allowed under the current zoning ordinance. As a result, land that should be preserved due to environmental conditions or topography typically is turned into a backyard or graded for parking. In addition, this type of development places a greater burden on the City because it often does not provide recreational space for the residents and results in overcrowding at parks and other recreational facilities. The conventional business development is often aesthetically unpleasing, causes increased runoff to other properties, and increases traffic.

The City of Graham has recently adopted an open space provision for 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. Per the City of Graham Development Ordinance, 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 purposes other than conservation. The land designated to be open space is to be permanently protected from development and can be used by the developed neighborhood as a recreational amenity. The developer can build the same number of units but on smaller lots, resulting in substantially less infrastructure to be installed as a result of the clustered development. By encouraging open space development, recreational opportunities for citizens is increased, travel time to recreational opportunities is decreased, the amount of infrastructure to be maintained is decreased, and the attractiveness of the community is increased.

## SECTION 8: IMPLEMENTATION & REVIEW

### 8.1 HOW TO USE THE COMPREHENSIVE PLAN

The Comprehensive Plan is a tool to be used as a guide for future development. It is a general consensus by the residents of what they would like the future development of Graham to be. The plan is not a prescriptive regulatory document, it is a guide that utilizes public input to inform land use decisions in Graham.

#### City Staff

The City staff reviews zoning petitions, recommends that the petition be approved or denied, and prepares a written zoning report for the Planning Board. In making their decision and writing the report, the staff reviews relevant planning documents, including the plan adopted by the City. Using the adopted plan will facilitate the City staff's review of the rezoning request. The staff will be able to point out those goals, policies & recommendations, and location of development types that support the rezoning, and those that are in conflict with the rezoning, thereby shaping the overall staff recommendation. In addition, the staff can also use the plan to warn developers about potential conflicts before being confronted at a public hearing.

#### City of Graham Planning Board

Prior to the regular meeting, each Planning Board member can make his or her own determination as to the consistency of the proposed rezoning with the City's adopted goals, policies and recommendations, and Future Land Use Map. As always, the Planning Board should consider the recommendations of the Graham Comprehensive Land Development Plan ~~Steering Committee~~ in interpreting the true intent of the policies, but may choose to give different weight to different policies.

#### Graham City Council

In its legislative authority to rezone property, the City of Graham City Council has the final word as to whether the rezoning request is consistent with the various plans that affect the property in question. The City Council should review the rezoning with the Comprehensive Plan's goals, policies and recommendations, and Future Land Use Map in mind. As customary, the City Council should also consider and weigh the interpretation of policy as explained by the property owner, the Planning Board, City staff, and the general public. Over time, a track record of policy interpretation forms a consistent foundation for decision-making.

#### Developers

Developers can utilize the Comprehensive Plan to see if their development proposals meet the plan's General Goals, as well as the Planning District Policies and Recommendations. Before consulting the Future Land Use Map developers should make sure that the overall plan for the proposed development meets the Goals, Policies and Recommendations established in the plan. Finally, developers can look at the Future Land Use Map to see if their proposed use is a recommended use in that specific area.

## General Public

Residents of the City of Graham can and should reference specific goals, policies and recommendations, and the Future Land Use Map when speaking in favor of or in opposition to a rezoning request.

### 8.2 STRATEGIC ISSUES

The Strategic Issues found in Section 4 of the Graham Comprehensive Plan include strategies for addressing the four issues that were identified as concerns for the entire community. The issues are Land Use, the Downtown, Culture & History, and Transportation. By identifying these issues and developing some strategies to address them, the City is in a position to start work on reaching the goals for each issue. This section of the plan provides an opportunity for the City to begin work on something right away.

### 8.3 PLANNING DISTRICT GUIDELINES

The Planning District Guidelines should be used as a second check on any development proposal. The Planning District Guidelines include the type of development that is to be encouraged in each of the three planning districts. In addition, each planning district has a set of Policies and Recommendations that provide a framework for making development decisions within the district. When reviewing a proposed development, the Developer, Staff, Public, Planning Board, and City Council should determine first if that type of development is desired in the location that is proposed. Secondly, check to see if the development meets the goals for the district.

### 8.4 REVISIONS & MONITORING

As the Comprehensive Plan is used and development occurs in Graham it will be necessary to make revisions to the plan in order to keep it updated. A major development, new road or water and sewer extension can drastically change an area of the planning jurisdiction. The Steering Committee would like to recommend that the City convene a meeting of the Graham Comprehensive Plan Steering Committee once a year to look at changes that need to be addressed as well as provide an opportunity to monitor the City's progress with implementing the plan. The City of Graham Planner will set up the yearly meeting of the Steering Committee to review and monitor the Comprehensive Plan. This meeting will provide the Steering Committee an opportunity to discuss how well the plan has been implemented and review any changes that need to be made. It should be noted that the staff, Planning Board, and City Council should make minor changes to the plan as necessary. The Comprehensive Plan will only be a document worth using if it is kept up to date and used daily by the staff and monthly by the City Council and Planning Board.

# SECTION 9: APPENDIX – SOURCES & ACKNOWLEDGMENTS

## 9.1 SOURCES

- Better Block Trailer- Alamance Healthy Places Grant
- National Register of Historic Places
- Graham Community Profile (2013) <https://www.cityofgraham.com/wp-content/uploads/2019/11/Graham-Community-Profile.pdf>
- City of Graham Pedestrian Transportation Plan (2006) by Greenways Incorporated <https://bgmpo.org/Portals/0/BGMPO/Documents/Plans/Graham%20Pedestrian%20Plan.pdf?ver=1xcmm6HZrtGplf9IPMpgGQ%3d%3d>
- Graham Trails and Maps from TrailLink by Rails-to-Trails Conservancy
- The North Carolina Department of Natural and Cultural Resources
- Graham Recreation and Parks Master Plan [https://www.cityofgraham.com/wp-content/uploads/2021/06/GrahamMasterParks\\_FINAL\\_web.pdf](https://www.cityofgraham.com/wp-content/uploads/2021/06/GrahamMasterParks_FINAL_web.pdf)
- School of Government UNC <https://ced.sog.unc.edu/2016/12/the-power-of-partnership-the-case-of-the-nc-commerce-park-in-alamance-county/>
- [www.CityofGraham.com](http://www.CityofGraham.com)
- <https://ced.sog.unc.edu/2016/12/the-power-of-partnership-the-case-of-the-nc-commerce-park-in-alamance-county/>
- Link Transit [https://linktransit.org/Portals/0/Website%20Files/Planning/LinkTDP\\_SurveyResults\\_20240124.pdf?ver=hJrjeqKDHxYGsO7npS2uQg%3d%3d](https://linktransit.org/Portals/0/Website%20Files/Planning/LinkTDP_SurveyResults_20240124.pdf?ver=hJrjeqKDHxYGsO7npS2uQg%3d%3d)
- Arendt, Randall. Rural By Design. Planner Press. 1994.
- Edward D. Stone and Associates. Salisbury 2000 Strategic Growth Plan. 1988.
- Howell, Robert W. City of Graham Comprehensive Land Use Plan 2020. 1989.
- United States Bureau of the Census – Demographic and economic data. Walters, David, David Smith, and the Town of Mocksville. Mocksville Policy Guide. 1999.
- GRAHAM RECREATION AND PARKS MASTER PLAN 2020 [https://www.cityofgraham.com/wpcontentuploads/2021/06/GrahamMasterParks\\_FINAL\\_web.pdf](https://www.cityofgraham.com/wpcontentuploads/2021/06/GrahamMasterParks_FINAL_web.pdf)
- GRAHAM-MEBANE LAKE COMPREHENSIVE MASTER PLAN – Graham Recreation and Parks (2024)
- Alamance-Burlington Schools <https://www.abss.k12.nc.us/o/abss/page/fast-facts>

## 9.2 ACKNOWLEDGMENTS

### City Council

- Jennifer Talley, Mayor
- Ricky Hall, Mayor Pro Tem
- Bobby Chin
- Bonnie Whitaker
- Joey Parsons

### Steering Committee

- Jennifer Talley
- Chuck Talley
- Judy Hall
- Chad Huffine
- Dean Ward
- Eric Crissman
- Joey Parsons

### City Staff

- Megan Garner, City Manager
- Aaron Holland, Assistant City Manager
- Cameron West, Senior Planner

### Planning Board

- Dean Ward, Chair
- John Wooten, Vice Chair
- Chad Huffine
- Tony Bailey
- James Stockert
- Michael Benesch
- Elizabeth Kirkpatrick

### Piedmont Triad Regional Council

- Jesse Day, Regional Planning Director
- Carter Spradling, Assistant Regional Planning Director
- Malinda Ford, GIS Administrator
- Dawn Vallieres, Senior Regional Planner
- Sam Stalder, Regional Planner

## Planning Board Summary of Changes

- Page 4: Changed wording
- Page 11: Added Section 6 to the list of sections in the plan. Was left out prior. Updated list to 9.
- Page 29: Changed wording
- Page 32: Added updated information about ACTA.
- Page 33: Added wording about Trans Load Facilities
- Page 33: Added wording about new substation
- Page 40: Changed wording for S Main Street Overlay District
- Page 42: Removed wording and added additional emphasis on considerations when hearing/requesting conditional rezoning's.
- Page 45: Remove strategy 5 about extending the business district.
- Page 46: Added wording about consultation with the HRC when changes were made to historic curbing
- Page 47: Remove unnecessary word on page
- Page 52 and 53: Updated entire wording surrounding the background of the Cherry Lan/ NC Commerce Park Planning District
- Page 53: Changed wording for policy 5.4.2
- Page 54: Highlighted land areas that are inside of a conservation district. Requesting the map be adjusted to show those areas.
- Page 62: Added wording to describe what the conservation district is
- Page 63: Highlighted land areas that are inside of a conservation district. Requesting the map be adjusted to show those areas.
- Page 64: Updated entire wording regarding views on commercial centers vs strip development. Requested that additional pictures be provided to illustrate what is written.
- Page 65: Updated entire wording regarding views on unconnected roads vs road networks. Changed imagery.
- Page 66: Updated entire wording regarding views on mixed uses vs separation of uses
- Page 67: Updated entire wording regarding views on conventional development vs open space development
- Page 68: Remove "steering committee"
- Added page between 64 and 65 showing the types of appropriate building designs to be used when developing strip centers.

## Summary of Changes – Graham Comprehensive Land Development Plan

- Updated formatting, margins and columns – full document
- Updated/Added graphics – full document
- Added Cover Page and Table of Contents – p. 1-3
- Removed Downtown Master Plan from Relevant Existing Plans – p. 4
- Added Alamance County Land Development Plan to Relevant Existing Plans – p.5
- Commuting Patterns – Updated with more recent Census On The Map data – p. 23-24
- 2.3 Existing Land Use – Added Existing Land Use Table and description – p. 25
- Schools – Added headings for each school – p. 29-31
- Parks and Recreation – Added headings and photos – p. 33-36
- 3.2 Zoning Districts – Added zoning district descriptions table – p. 38
- 3.4 Zoning Overlay Districts – added descriptions of each overlay district to accompany map from prior draft
- Section 4: Goals – Improved structure and formatting – p. 44-48
- Section 6: Future Land Use Map – Updated FLUM, description, and added 6.3 Future Land Use Categories and descriptions – p. 55-62
- Section 7: Comparison of Development Patterns – Improved graphics and formatting – p. 64-67



# STAFF REPORT

SUBJECT:	ORDINANCE TO ADD PENALTIES TO SOLID WASTE ORDINANCE
PREPARED BY:	AARON HOLLAND, ASSISTANT CITY MANAGER

## REQUESTED ACTION:

Amend Code of Ordinances to add penalties for violating Solid Waste Ordinance.

## BACKGROUND/SUMMARY:

In the wake of amendments to ordinances due to the passage of HB 300, certain penalty sections of the Code of Ordinances were amended. In particular, the Solid Waste Ordinances were impacted by this change and requires a penalty section to be re-established. The following amendment would provide an escalated penalty for violators and provide enforcement tools for staff. The Code of Ordinances will reference the Fee Schedule for penalty fees which allows any future changes to be reflected in the Fee Schedule at that time.

## FISCAL IMPACT:

If approved, the Fee Schedule would include the chart below and be effective July 1, 2026 with new budget adoption.

First Offense	Written Warning
Second Offense	\$50
Third Offense	\$150 (container removed until fee paid)
* Subsequent violations after the third offense will incur the same penalty, until a one-year reset from the first offense	

## STAFF RECOMMENDATION:

Approval. Various departments have received numerous complaints from citizens to address neighbors that are in violation of our Solid Waste Ordinance. This amendment would grant staff with a mechanism to properly address these concerns.

## SUGGESTED MOTION(S):

I move to approve the Ordinance amendment to CHAPTER 16- SOLID WASTE and add Section 16-22 Penalty.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAHAM, AMENDING CHAPTER 16, TO THE CODE OF ORDINANCES OF THE CITY OF GRAHAM, NORTH CAROLINA**

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

**Sec. 1.** That the Code of Ordinances, City of Graham, North Carolina, is hereby amended by adding section(s) 16-22, which said sections read as follows:

**Chapter 16-22. – Penalty.**

**ADD:**

Any person violating any provision of the Solid Waste Ordinance shall be charged as follows:

First Offense	Written Warning
Second Offense	The applicable penalties shall be set forth in the City's Rates and Fees schedule on file in the office of the City Clerk.
Third Offense	The applicable penalties shall be set forth in the City's Rates and Fees schedule on file in the office of the City Clerk. (container removed until fee paid)
* Subsequent violations after the third offense will incur the same penalty, until a one-year reset from the first offense	

**Sec. 2.** That this Ordinance shall be in full force and effect on July 1, 2026, and upon publication, as provided by law.

This the \_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Chelsea Dickey, Mayor

ATTEST:

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



## STAFF REPORT

<b>SUBJECT:</b>	Revisions to City Ordinance Chapter 4 – Animals and Fowl Sec. 4-39 & 4-41
<b>PREPARED BY:</b>	Chief Brian C. Neil

**REQUESTED ACTION:**

Consider proposed revisions to City Ordinance Chapter 4 – Animals and Fowl Sec. 4-39 & 4-41, which proposes a criminal penalty in addition to, or in lieu of, such civil penalties or other remedies.

**BACKGROUND/SUMMARY:**

Senate Bill 300, passed in September 2021, significantly altered how local governments enforce their rules by decriminalizing most local ordinance violations. Prior to SB 300, the default violation of any local ordinance in North Carolina was a Class 3 misdemeanor. SB 300 removed the default criminal penalties. Cities and counties can no longer rely on a general state law to make every ordinance violation a crime. Violations are now civil matters unless the local government specifically chooses to make a particular ordinance a misdemeanor. Cities can no longer enact an ordinance with criminal penalties at the same meeting where it was first introduced; a deliberate process must be followed.

The following revisions are proposed:

City Ordinance Chapter 4  
 Sec. 4-39 Running at large.

It shall be unlawful for any owner or keeper of a dog to permit any dog, at any time, to run at large on the streets or sidewalks of the city or off the premises of the owner or keeper. Outdoor enclosures cannot be smaller than ten feet by ten feet. **Criminal penalty. In addition to, or in lieu of, such civil penalties or other remedies. A violation of this section shall constitute a Class 3 misdemeanor, pursuant to G.S. 160A-175 and G.S. 14-4, as amended.**

Sec. 4-41. - Restraint of dangerous or potentially dangerous dogs.

- (a) It is unlawful for an owner or keeper to permit a dangerous or potentially dangerous dog to go beyond the owner's or keeper's property unless the dog is adequately restrained and muzzled or to leave a dangerous or potentially dangerous dog unattended on the owner's or keeper's property unless the dog is confined indoors or in a securely enclosed and locked pen as herein described or in another structure designed to adequately restrain the dog.



(b) Although each police officer shall enforce the provisions of this article, the determination of a dog being dangerous or potentially dangerous shall be made by the chief of police or the authorized officer as described herein.

(c) Notice of a violation of this article or a determination a dog is dangerous or potentially dangerous shall be made within 24 hours of a reported violation or determination if the owner or keeper of the dog is readily known. If the owner or keeper is not readily known after reasonable efforts are made to determine the owner or keeper, notice shall be given to a person who may own or reside on the premises where the dog is known to inhabit, be kept or found.

(d) The chief of police or the authorized officer shall give notice in writing to the owner or keeper, if the owner is not available or known, giving the reasons for the determination or possible determination, the right of hearing and appeal of such a determination, where the appeal shall be filed and the deadline to file an appeal.

(e) The owner may appeal the determination of the chief of police or the authorized officer to the review board by giving written notice of the appeal to the city clerk within five days of receipt of the determination. The dog will be subject to the provisions for restraint of dangerous or potentially dangerous dogs as provided under section 4-42 until a final determination. Appeal from a determination by the review board shall be by writ of certiorari to the court of proper jurisdiction.

(f) Criminal penalty. In addition to, or in lieu of, such civil penalties or other remedies, a violation of subsection A shall constitute a Class 3 misdemeanor, pursuant to G.S. 160A-175 and G.S. 14-4, as amended.

**FISCAL IMPACT:**

None.

**STAFF RECOMMENDATION:**

Consideration of proposed revisions at the May 12, 2026 meeting. Possible adoption at the June 9, 2026 meeting.

**SUGGESTED MOTION(S):**

Consider proposed revisions to City Ordinance 4-39 & 4-41, which proposes a criminal penalty in addition to, or in lieu of, such civil penalties or other remedies.

## STAFF REPORT

<b>SUBJECT:</b>	ORDINANCE AMENDMENT TO REMOVE WAGONS FROM PROHIBITED MOTIVE DEVICES
<b>PREPARED BY:</b>	AARON HOLLAND, ASSISTANT CITY MANAGER

**REQUESTED ACTION:**

Amend Code of Ordinances to remove wagons from prohibited motive devices.

**BACKGROUND/SUMMARY:**

At the conclusion of the April Council meeting, Mayor Dickey requested Council consensus to direct staff to amend Chapter 20 of the Code of Ordinances to remove wagons from prohibited motive devices. This ordinance dates back several decades, when drawn wagons were a typical use. This ordinance would remove an antiquated reference.



**FISCAL IMPACT:**

N/A

**STAFF RECOMMENDATION:**

Approval.

**SUGGESTED MOTION(S):**

I move to approve the Ordinance amendment to CHAPTER 20- TRAFFIC AND VEHICLES, Article I., Section 20-21 to remove “wagon” from prohibited motive devices.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAHAM, AMENDING CHAPTER 20,  
ARTICLE I, SEC. 20-21 TO THE CODE OF ORDINANCES OF THE CITY OF GRAHAM, NORTH  
CAROLINA**

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

**Sec. 1.** That the Code of Ordinances, City of Graham, North Carolina, is hereby amended by amending section(s) 20-21, which said sections read as follows:

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**Sec. 20-21. - Skates and other motive devices.**

Except as stated herein, no person shall operate, ride or use any motive device propelled or designed for propulsion by human power, including, but not limited to, tricycles, coasters, scooters, skateboards, roller skates, roller blades, sled or ~~wagon~~ on any public street, public sidewalk, public park, public vehicular area or the premises of any municipal building or municipal parking facility within the central business district. The prohibition does not apply to any motive device adjusted or modified for use by the handicapped when the device is being used.

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**Sec. 2.** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication, as provided by law, and all ordinances in conflict herewith are hereby repealed.

This the \_\_\_\_ day of \_\_\_\_\_ 2026.

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Chelsea Dickey, Mayor

ATTEST:

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Renee M. Ward, City Clerk



## STAFF REPORT

SUBJECT:	JUNETEENTH HOLIDAY FOR CITY EMPLOYEES
PREPARED BY:	LORRIE ANDREWS, HR DIRECTOR

### REQUESTED ACTION:

Consider revising the Personnel Policy to add Juneteenth as an additional holiday for City employees.

### BACKGROUND/SUMMARY:

The Graham City Council, at its meeting on April 14, 2026, asked that it be considered adding Juneteenth as an additional holiday for City employees.

### FISCAL IMPACT:

\$43,706.94

### STAFF RECOMMENDATION:

Approval. The various City Departments that would be affected have reviewed the request and will make proper arrangements for City services.

### SUGGESTED MOTION(S):

I move that we amend Section 7-2 of the Personnel Policy to add Juneteenth as an additional holiday for City employees, effective May 13, 2026.



## STAFF REPORT

SUBJECT:	Downtown Social District Discussion
PREPARED BY:	Megan Garner, City Manager

### REQUESTED ACTION:

At the April 14 meeting, City Council came to a consensus to discuss the possibility of a downtown social district at the May meeting.

### BACKGROUND/SUMMARY:

In September of 2021, NC passed a law (HB890) that allowed local governments to create alcohol social districts. Social districts loosen restrictions for pedestrians carrying open alcohol containers away from on-premises alcohol establishment where the beverage was purchased. Social districts require signage denoting boundaries, responsible consumption messages on cups, Alcoholic Beverage Control (ABC) licensure, clearly defined days and hours of operation, and posted maps and signage at boundaries.

§ 160A-205.4. Authorization of social district. A city may adopt an ordinance designating a social district for use in accordance with G.S. 18B-904.1."

If approved, the City would be responsible for

Local Ordinances Authorized. – Pursuant to G.S. 153A-145.9, a county may adopt an ordinance designating one or more social districts in the parts of the county outside any city. Pursuant to G.S. 160A-205.4, a city may adopt an ordinance designating one or more social districts. (d)

Requirements for Designation. – A social district designated under this section shall meet all of the following requirements: (1) The social district shall be clearly defined with signs posted in a conspicuous location indicating which area is included in the social district, the days and hours during which alcoholic beverages may be consumed in the social district, the telephone number for the ALE Division and the local law enforcement agency with jurisdiction over the area comprising the social district, and a clear statement that an alcoholic beverage purchased from a permittee for consumption in a social district shall (i) only be consumed in the social district and (ii) be disposed of before the person in possession of the alcoholic beverage exits the social district. The hours set by a city or county during which customer-purchased alcoholic beverages may be consumed in a social district shall be in accordance with G.S. 18B-1004. (2) The city or county, or the city's or county's designee, shall



establish or approve management and maintenance plans for the social district and post these plans, along with a rendering of the boundaries of the social district and days and hours during which alcoholic beverages may be consumed in the social district, on the website for the city or county. The city's or county's designee may include a private entity, including a property owner or property owner's association. Any plan established under this subdivision shall be approved by the governing body of the city or county. The social district shall be maintained in a manner that protects the health and safety of the general public. The city or county may establish guidelines in the ordinance establishing the social district or in its management and maintenance plan to Page 1 G.S. 18B-300.1 allow for suspension of regular days and hours of alcohol consumption in all or part of a social district during events requiring other permits pursuant to subsection (j) of this section. (3) (4) (e) Before allowing consumption of alcoholic beverages in a social district, the city or county shall submit to the Commission a detailed map of the social district with the boundaries of the social district clearly marked, and the days and hours during which alcoholic beverages may be consumed in the social district. The city or county shall only be required to submit a revised map to the Commission if the city or county amends the geographic footprint of a social district. A permittee may be included in the social district even if it chooses to exclude open containers of alcoholic beverages purchased from other permittees in the social district. The city or county, or the city's or county's designee, shall develop or approve uniform signs indicating that a non-permittee business is included in the social district and allows alcoholic beverages on its premises when the social district is active and distribute the signs to non-permittee businesses that are included in the social district. The city's or county's designee may include a private entity, including a property owner or property owner's association. The signs may be in the form of a sticker, placard, or other format as deemed appropriate by the city or county. A participating non-permittee business shall display the uniform sign at all times during the times when the social district is active. A customer may not bring an alcoholic beverage into a non-permittee business that does not display the uniform sign. No non-permittee business shall be required to participate or be included in a social district or to allow customers to bring alcohol onto its premises.

**FISCAL IMPACT:**

No fiscal impact at this time.

**STAFF RECOMMENDATION:**

None.

**SUGGESTED MOTION(S):**

At the April 14 meeting, City Council came to a consensus to discuss the possibility of a downtown social district at the May meeting.

  
**CITY OF**  
**Graham**  
NORTH CAROLINA  
**STAFF REPORT**

<b>SUBJECT:</b>	LEGAL NOTICES DISCUSSION
<b>PREPARED BY:</b>	AARON HOLLAND, ASSISTANT CITY MANAGER

**REQUESTED ACTION:**

Discuss and direct staff on primary vendor usage related to legal notices.

**BACKGROUND/SUMMARY:**

During City Council comments at the conclusion of April’s Council meeting, Mayor Pro Tem Hall asked to discuss the use of the Burlington Times for legal notices instead of the Alamance News. Local governments are required to publish legal notices in a newspaper, which the City primarily utilizes the Alamance News. NC G.S. 1-597 establishes standards a newspaper must meet in order to be eligible to be a publication medium and related laws.

**FISCAL IMPACT:**

Various departments currently have advertising budget lines to cover publishing costs.

**STAFF RECOMMENDATION:**

N/A

**SUGGESTED MOTION(S)**

I move to authorize staff to utilize the Burlington Times as the primary vendor for legal notices.

**From:** Alamance County Veterans <[alcovets@gmail.com](mailto:alcovets@gmail.com)>  
**Sent:** Wednesday, April 29, 2026 5:59:03 PM  
**To:** Aaron Holland <[aholland@cityofgraham.com](mailto:aholland@cityofgraham.com)>  
**Subject:** Agenda Request

On behalf of ALCOVETS, I respectfully request to be placed on the agenda for the May City Council meeting to discuss event coordination for our monthly Concert and Cruise-In.

ALCOVETS hosts this event on the third Saturday of each month, with proceeds and awareness directly benefiting our local veterans. Our goal is not only to support those who have served, but also to create a welcoming, family-friendly atmosphere that brings visitors into downtown Graham.

We are requesting approval for participants to begin entering E. Elm Street for setup at 3:45 PM. Based on our experience last year, this timing provides a smooth transition from Arts Around the Square into our event. We worked closely with Graham Parks and Recreation, and the feedback we received indicated that this created a natural extension of the day—allowing visitors to remain downtown longer, enjoy additional activities, and further support local businesses.

To our knowledge, no concerns were raised following last year's coordination. However, if there were any issues, we are more than willing to address them and make any necessary adjustments to ensure a positive experience for all involved.

Our intent is to continue building on this partnership with the City to enhance both events, increase visitor engagement, and ultimately create a stronger, more vibrant downtown experience—all while supporting our veterans.

We appreciate your consideration and look forward to working together to make these events successful for the entire community.