

City of Graham
City Council Meeting Agenda
May 14, 2024



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

CALL TO ORDER: Mayor Jennifer Talley

INVOCATION & PLEDGE OF ALLEGIANCE

CONSENT AGENDA:

- a. To approve the April 9, 2024, regular meeting minutes.
- b. To approve a budget amendment to recognize \$14,262 insurance proceeds revenue and increase the Property Maintenance-Maintenance Repair Grounds budget by \$3,990 for repairs to the damaged masonry wall at Linwood Cemetery and Sanitation-Repair and Maintenance of Vehicles by \$10,275 for repairs to the street sweeper damaged in an accident.
- c. To approve a budget amendment to allocate \$132,333 in fund balance appropriation to the following departments: \$21,333 to the Recreation Department, \$20,000 to Street Lights, \$68,000 to the Garage, and \$23,000 to IT.
- d. To approve a street closure for the 100 block of W. Elm Street and the City's parking lot beside Roasted Coffee Depot from 8:00 am to 11:00 pm for the 4th Annual Esperanza Hispanic Heritage Festival on Sunday, September 22, 2024.
- e. To approve tax releases totaling \$114.59.

PUBLIC HEARINGS:

1. INCENTIVE AGREEMENT AND RESOLUTION – PROJECT PRISTINE

A public hearing has been set to consider approval of a resolution and to authorize the City Manager and City Attorney to effectuate an agreement for Project Pristine. Project Pristine is an expansion project for an existing industry located in Graham, looking to invest \$1,013,000 in physical and equipment upgrades to their facility.

2. TEXT AMENDMENT – DEVELOPMENT ORDINANCE - PLANTING DIMENSION AREAS

A public hearing has been set to consider a text amendment to adjust the minimum inside dimension of planting areas from 200 square feet to 160 square feet to accurately accommodate the parking planters required for parking lot trees.

NEW BUSINESS:

3. DOWNTOWN ENHANCEMENT GRANT POTENTIAL PROJECTS

The City of Graham was recently awarded a Directed Grant through the State for \$600,000. The City Council will consider potential projects for the Downtown Enhancement Grant Scope of Work.

4. GRAHAM-MEBANE LAKE COMPREHENSIVE MASTER PLAN

City Council will consider approving the Graham-Mebane Lake Comprehensive Master Plan to allow for various grants including state-funded Parks and Recreation Trust Fund, Land and Water Conservation Fund, and Accessible Parks grants.

5. STREET CLOSURE REQUEST – GRAHAM BBQ BASH/CAR SHOW

City Council will consider closing the 100 block of E. Elm Street from 5:00 pm on Friday, June 14th to 8:00 pm on Saturday, June 15, 2024, for the Graham BBQ Bash/Car Show.

6. STREET CLOSURE REQUEST – ALAMANCE COUNTY MEMORIAL DAY SERVICE

City Council will consider closing W. Elm Street from the intersection of W. Elm Street and Maple Street to the intersection of W. Elm Street and Oneida Street on Monday, May 27, 2024, from 8:00 am to 12:00 pm for the Alamance County Memorial Day Service.

7. FY2024-25 BUDGET PRESENTATION:

City Manager Garner will present the Fiscal Year 2024-2025 Budget Proposal.

PUBLIC COMMENT PERIOD

CITY STAFF COMMENTS

CITY COUNCIL COMMENTS

CLOSED SESSION:

City Council will consider going into a closed session pursuant to G.S. 143-318.11(a)(6).

ADJOURN

City of Graham City Council Meeting Minutes April 9, 2024



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

Council Members Present:

Mayor Jennifer Talley
Mayor Pro Tem Ricky Hall
Council Member Bobby Chin
Council Member Joey Parsons
Council Member Bonnie Whitaker

Staff Present:

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

CALL TO ORDER: Mayor Jennifer Talley

INVOCATION & PLEDGE OF ALLEGIANCE

RECOGNITION – GRAHAM FIRE DEPARTMENT 2023 AWARD RECIPIENTS:

Fire Chief Tommy Cole and Mayor Jennifer Talley recognized the 2023 award recipients.

Rookie Firefighter of the Year - Firefighter Jakob Churchill
Volunteer Firefighter of the Year - Firefighter Zach Odoms
Career/Part-Time Firefighter of the Year - Engineer John Perez
Officer of the Year - Captain Michael Quigley
Chief's Award - Firefighter Bryan Smith

Chief Cole introduced the newest Lieutenant John Harrington, a 20-year veteran of the Fire Department and a fourth-generation firefighter. He also serves as treasurer for the Graham Fire Department Relief Fund Board and will oversee the support firefighter division.



PROCLAMATION: ARBOR DAY – APRIL 26, 2024

City Council recognized April 26, 2024, as Arbor Day in the City of Graham and encouraged citizens to plant a tree.

CONSENT AGENDA:

- a. To approve the March 12, 2024, regular meeting minutes.

- b. To approve closing the 100 block of W. Elm Street on Saturday, June 1, 2024, from 10:00 am to 9:00 pm for Dino Day.
- c. To approve closing the 100 block of W. Elm Street on Saturday, September 28, 2024, from 1:00 pm to 11:00 pm for Grahamtoberfest.
- d. To approve a budget amendment to increase the Wastewater Supplies and Materials by \$300,000 from \$300,000 to \$600,000.

CITY OF GRAHAM					
BUDGET AMENDMENT ORDINANCE					
2023-2024					
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM THAT					
THE 2023 - 2024 BUDGET ORDINANCE SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:					
Section 1.					
EXPENDITURES					
DEPARTMENT/ACCOUNT	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Wastewater - Supplies and Materials	300,000.00	600,000.00	300,000.00		300,000.00
	300,000.00	600,000.00	300,000.00	-	300,000.00
Section 2.					
REVENUES					
DEPARTMENT/ACCOUNT	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Fund Balance Appropriation	\$494,625.00	\$794,625.00	300,000.00		300,000.00
	494,625.00	794,625.00	300,000.00	-	300,000.00
Adopted this 9th day of April 2024.					
Attest:	<hr style="width: 50%; margin: 0 auto;"/> Mayor Jennifer Talley				
<hr style="width: 30%; margin-left: 0;"/> Renee M. Ward, City Clerk					

- e. To approve a budget amendment to recognize \$15,770 insurance proceeds revenue and increase the Police Department Maintenance & Repair Vehicles Equipment budget by \$15,770.

CITY OF GRAHAM					
BUDGET AMENDMENT ORDINANCE					
2023-2024					
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM THAT					
THE 2023 - 2024 BUDGET ORDINANCE SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:					
Section 1.					
EXPENDITURES					
DEPARTMENT/ACCOUNT	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Police Department - Maintenance and Repair Vehic	90,000.00	105,770.00	15,770.00		15,770.00
	90,000.00	105,770.00	15,770.00	-	15,770.00
Section 2.					
REVENUES					
DEPARTMENT/ACCOUNT	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
General Fund - Insurance Proceeds	2,010.00	17,780.00	15,770.00		15,770.00
	2,010.00	17,780.00	15,770.00	-	15,770.00
Adopted this 9th day of April 2024.					

- f. To approve a resolution providing municipal accounting services, cybersecurity, and technical assistance memorandum of agreement with the North Carolina League of Municipalities to receive up to \$30,000 in grant services through NCLM’s consultant Witt O’Brien.

RESOLUTION TO APPROVE A MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY, AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

WITNESSETH:

WHEREAS, the North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021, 189, and SL 2022-6) provided to the NC League of Municipalities (League) grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (ARP); and

WHEREAS, the League received two Award Agreements (OSBM-NCLM-65) from the Office of State Budget and Management (OSBM) and the North Carolina Pandemic Recovery Office (NCPRO); and

WHEREAS, the first Award Agreement is identified as OSBM-NCLM-65. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the Municipal Accounting Services and Cybersecurity Grant; and

WHEREAS, the second Award Agreement is identified as OSBM-NCLM-66. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the Guidance and Technical Assistance Grant; and

WHEREAS, the Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “League Grants”.

WHEREAS, the League Grants are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement, and shall only be spent on governmental services; and

WHEREAS, pursuant to US Treasury Guidance, units of local government that receive services that are funded by one or both of the League Grants are beneficiaries of one or both of the League Grants, respectively, and such services are provided at no cost to these local governments; and

WHEREAS, the League has established a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement pursuant to the terms of the League’s Municipal Accounting Systems and Cybersecurity Grant and the Guidance and Technical Assistance Grant; and

WHEREAS, this Municipal Accounting System, Cybersecurity and Technical Assistance Memorandum of Agreement will offer local municipalities:

- (1) Services rendered by the League (League Services) including but not limited

to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and

(2) Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and

(3) Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

WHEREAS, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED BY THE CITY/TOWN COUNCIL/BOARD OF THE CITY OF GRAHAM:

1. That, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.
2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements and actions as necessary in accordance with the League's Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted, this the 9th day of April, 2024.

Mayor Talley asked if downtown businesses had been notified of the upcoming street closures on Elm Street.

Assistant City Manager Holland stated during the application process staff encourages the applicant to reach out to downtown businesses. He stated after Council approval an email is sent to the downtown businesses informing them of approved street closures.

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

PUBLIC HEARINGS:

ITEM 1: ANNEXATION – 8.70 ACRES – OFF SOUTH MAIN STREET

A public hearing was set to consider an annexation request to extend the corporate limits for a tract of land totaling 8.70 acres located off South Main Street. (AN2401) (Tabled from the March 12, 2024, City Council meeting.)

Assistant City Manager Aaron Holland stated the attached petition was a request to extend the corporate limits for property located off of South Main Street, which contains approximately 8.70 +/- acres total. He stated water and sewer were located adjacent to the property within the South Main Street right of way, and the applicants' request was to tie onto the City's infrastructure due to a failed well system.

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 Parsons. The motion passed unanimously.

Motion by Council Member Chin to approve the annexation ordinance to extend the corporate limits to the City of Graham for a tract of land totaling 8.70 acres located off South Main Street, seconded by Mayor Pro Tem Hall. The motion passed unanimously.

**ANNEXATION ORDINANCE
TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GRAHAM, NORTH CAROLINA
FOR 8.70 ACRE TRACT OF LAND OFF OF SOUTH MAIN STREET (AN2401)**

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

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

WHEREAS, the City Clerk has certified the sufficiency of the petition, and a public hearing on the questions of this annexation was held at City Hall, 201 S Main Street, Graham at 6:00 P.M. on April 9, 2024, after due notice by publication March 28, 2024; and

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

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

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Graham as of April 9, 2024:

Legal Description GPIN#: 8882392474

That certain tract or parcel of land lying and being in Graham Township, Alamance County, North Carolina, bounded by South Main Street (S. N.C. 87) on the east, Jean Monnett Ross to the south, Little Alamance Creek to the west, and James Edward Ross Jr. to the north and being more particularly described as follows:

Beginning at a 1" existing iron pipe, on the western margin of the 60-foot right of way of South Main Street (S. N.C. 87), and in the line of Lot 3 of the plat "Existing Parcel Boundary Survey for Jean Monnett Ross" as prepared by Boswell Surveyors, Inc., J. Leo Boswell, Professional Land Surveyor, dated September 13, 2016, Job No. 16-185-400, which plat is dully recorded in Plat Book 78, Page 59, in the

Office of the Register of Deeds of Alamance County, North Carolina and being the property of Jean Monnett Ross, and said existing pipe being N 37°43'07" W, 393.23 feet from a 1" existing iron pipe, a corner between the properties of William T. Kerr and wife Carolyn W. Kerr and in the line of Slippery Elm Properties, LLC; Thence from said Beginning point, along the line of said Lot 3, Jean Monnett Ross property, N 68°05'41" W, 393.55 feet to a 2" existing iron pipe, a corner with said Lot 3, Jean Monnett Ross property, thence along the line of said Lot 3, Jean Monnett Ross property, N 80°24'35" W, 218.70 feet to a point in the center of Little Alamance Creek, thence along the centerline of Little Alamance Creek the following courses and distances; N 34°23'39" E, 39.78 feet; N 06°24'35" E, 107.83 feet; N 25°34'25" W, 200.00 feet; N 24°04'37" E, 199.92 feet to a 1" existing iron pipe on the north bank of Little Alamance Creek, a corner with Lot 1 of said plat, James Edward Ross Jr. property, thence along the line of said Lot 1, James Edward Ross Jr. property, S 87°59'25" E, 264.50 feet to an existing axle, corner with said Lot 1, James Edward Ross Jr. property, thence along the line of said Lot 1, James Edward Ross Jr. property, S 67°25'23" E, 528.67 feet to a point in the centerline of South Main Street (S. N.C. 87), a corner with said Lot 1, James Edward Ross Jr. property, thence along the centerline of South Main Street (S. N.C. 87) the following courses and distances; S 19°49'21" W, 486.07 feet to a point and S 17°19'38" W, 29.22 feet to a point, a corner with said Lot 3, Jean Monnett Ross property, thence along the line of said Lot 3, Jean Monnett Ross property, N 68°05'41" W, 30.09 feet to the point and place of Beginning, containing 8.70 acres ± and being all of Lot 2 as shown on plat entitled "Existing Parcel Boundary Survey for Jean Monnett Ross" as prepared by Boswell Surveyors, Inc., J. Leo Boswell, Professional Land Surveyor, dated September 13, 2016, Job No. 16-185-400, which plat is dully recorded in Plat Book 78, Page 59, in the Office of the Register of Deeds of Alamance County, North Carolina.

Adopted this, the 9th day of April 2024.

OLD BUSINESS:

ITEM 2: SESQUICENTENNIAL PARK – DOWNTOWN GRAHAM

City Council discussed options regarding the Sesquicentennial Park in downtown Graham.

City Manager Garner stated Council had discussed the park at the March 12, 2024, meeting. She stated staff was requesting guidance in advance of the budget process. She stated at the May meeting, the Council would receive budget books and needed to know if the Council desired to retain the property and make investments to repair the flooring or to declare the property as surplus. She shared if the Council elected to declare the property surplus, staff would need direction on the method of disposal the Council would prefer: public auction, sealed bids, or upset bids.

Mayor Talley shared that a comment she made during the last Council meeting was different than what was printed in the newspaper. She stated that this issue was brought up by the City Manager during a budget meeting that the newspapers did not attend. She went on the share that the figure of \$50,000 to repair the floor could not be done for that amount. She stated it would cost significantly more to dig up what was used to fill in the hole of an old basement and then refill it back with solid materials, which could cost up to \$300,000 and that would not include building back what was already there. She stated she did not think the citizens of Graham would want to spend over \$300,000 to fix the flooring, which would continue to sink no matter what repairs were made because it was never properly backfilled in the beginning. She stated Council needed to decide how to move forward.

Council Member Chin stated he misunderstood and thought Staff was asking the Council to budget money to examine options to rebuild or renovate the existing park or the cost of disposing of the land. He stated

this morning on WBAG, it was shared that a third option could be to move the park to another City property or at a City park. He stated it was premature to decide without getting the costs of either moving, renovating, or disposing of it.

City Manager Garner shared it would be difficult to get an estimate until we identify what was underneath the floor. She stated the \$50,000 would be for a mason to go out and determine what was there. She shared that the estimate did not include the dollars associated with having the Public Works Department do a lot of the work. She stated State Statute allowed cities to use in-house labor up to a certain dollar amount, and we would be under that. She stated until everything from that area was removed and we could see what was there, it would be really difficult to get a firm estimate on the actual cost. She stated staff needed direction from City Council on whether to maintain the property and if so, what would need to be budgeted before it continued to sink, or dispose of the property from whichever method the City Council desired.

Council Member Chin stated an additional option would be to relocate the park.

City Manager Garner stated as stated in the staff report, it could be relocated and the bricks would be repurposed.

Mayor Talley stated possibly placing the bricks within a sidewalk so they would be located in the same location and maybe have a condition if something was built there. She stated there could be some type of naming referencing the sesquicentennial and why the bricks were given. She stated her main concern was to continue to honor the people who gave money for the bricks.

Council Member Chin stated the location of the park was not sacred because at one time there was a building there. He stated the intent was not to forget the ceremony and the event of Graham's 150th anniversary but a more appropriate setting at one of the parks.

Council Member Whitaker asked if the property had been assessed and if we knew its value.

City Manager Garner stated there had not been an appraisal ordered because of good stewards of taxpayers' dollars, we did not want to pay for that if the Council opted to retain the property.

Mayor Talley stated you are not only losing sales tax from a business located there, but you are also losing property tax because it was City-owned property. She stated the repairs, in her opinion, would be excessive and it would not make taxpayer sense to continue maintaining the property. She shared she had talked to several citizens and their main concern was to preserve the bricks. She also shared that she preferred a building like what was there before. She stated there was a false statement printed in the Alamance News regarding her personal opinion of the building. She read a piece of the article and stated she would not be purchasing the building and had no interest in the building but she did have an interest in the preservation and the historical renovation of downtown. She stated she found it highly offensive that someone would write that and the article went on to question if politicians could be trusted or relied on and some of Graham's council members were lemmings following the mayor's ill-conceived idea. She stated again she had no interest in the property and if the newspaper editor would like a promise, Mayor Talley promised she would not purchase the property and that she had never had any interest and could not be voting on something that she would later purchase. She stated it was the media who people did not trust these days.

Mayor Talley asked the City Attorney what was the result of the research on this property.

City Attorney Coleman stated as a result of his research with the Register of Deeds, he found no restrictions or agreements on record. He stated he researched from 1983 to the present and again found no agreements or restrictions on record.

Council Member Chin stated if the Council decided to dispose of the property. it was mentioned that conditions could be placed on the developer for the architecture to reflect the same historical look but not to dictate how it would be built.

Council Member Whitaker stated it would be part of the historic downtown and any developer would have to come before Council at a certain point. She stated just because she agrees with what the Mayor was saying and because she wants to be a good steward of taxpayers' money does not make her a lemming. She stated she had her own mind and thoughts and if you look at her voting record it would reflect that.

Council Member Chin stated if the Council agreed to rebuild the park, at the present location, it would be paid for by the taxpayers and it would not be cheap. He stated Council's intention was not to do away with the park but to move the park somewhere where it would be appreciated.

After further discussions, the following motion was made:

Council Member Chin motioned to direct City Staff to assess the cost of bringing the current park to safety standards and incorporating all the current features in its current location and to assess the cost of moving the park to another location with the understanding that consideration be given to expanding the park to reflect the 150 Anniversary that its name after, seconded by Council Member Whitaker. The motion passed 4-1. Mayor Pro Tem Hall voted no.

NEW BUSINESS:

ITEM 3: ARPA PROJECT ALLOCATION – RICHARD MARVIN – NCLM

City Council considered approving the Eligible Use, Conflict of Interest, Non-Discrimination, Records Retention, and Allowable Cost Policies, the new ARPA project ordinance electing to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all the ARPA funds for the provision of government services, and to consider approval of the revised project ordinance amending previously designated ARPA projects to ARPA enabled projects.

City Manager Garner introduced Mr. Richard Marvin who is the ARPA Field Representative with the NC League of Municipalities. She stated Mr. Marvin was here tonight to speak on the American Rescue Plan (ARPA) and would be asking the Council to consider a three-phase approach; 1) to consider adopting the revenue replacement option for ARPA funds; 2) adoption of two separate project ordinances; an ARPA project ordinance reflecting funds expended on personnel-related expenses. She stated anything that had been encumbered to date, which had been previously designated as ARPA, would now be classified as an ARPA-enabled project. She shared there was still around \$77,000 the City Council would need to encumber between now and the end of the calendar year: 3) The Council would need to adopt the five associated policies.

Mr. Richard Marvin presented the following on the reclassification of expenditures for ARPA projects:

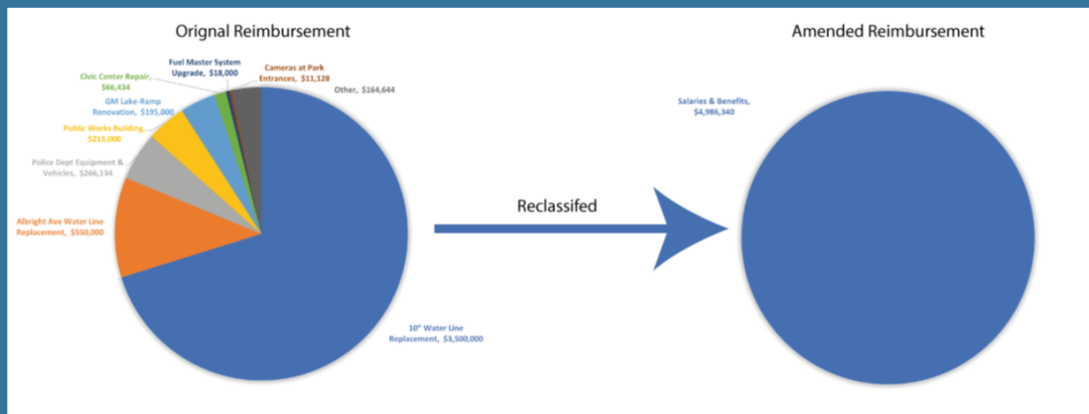
REVENUE REPLACEMENT

- Revenue Replacement (RR) allows the City to replace any Eligible expenditure that was budgeted, obligated and expended after March 3, 2021 **to the end of the obligation period on December 31, 2024**
- Although the projects the City selected are all eligible, they require more extensive compliance with regards to purchase orders, invoices, and allowable cost considerations and documentation
- Utilization of Salaries and Benefits for prior eligible expenditures reduces the need for documented compliance by using the designated payroll records for the department employees and the dates selected

RECLASSIFICATION

- The uniform guidance for the ARP Grant allows for the government to change the projects for reimbursement under the revenue replacement through December 31, 2024 (the end of the obligation period)
- Utilize Salaries and Benefits for Administrative and Utility personnel to max out the ARP Grant
- Amend the Grant Project Ordinance to reflect the reimbursement of Salaries and Benefits from ARP Funds
- Submit an adjusted annual report to the US Treasury in the month of April, 2024
- Although the City will have to file a close out of the ARP Grant in April 2025, there should be no additional adjustments to the Annual Report

RECLASSIFICATION OF PRIOR EXPENDITURES



CONCLUSION

- Once the City passes an amended GPO for prior salaries and benefits, the ARP Funds are obligated and expended under the uniform guidance of the Grant
- The change of expenditures to salaries and benefits for reimbursement will not impact prior audits, it is just a reclassification of reimbursement under the ARP Grant
- The ARP funds now expended on prior salaries and benefits are now unrestricted funds that can be spent on the original projects or any other use allowable under state statute
- Recommend general fund and enterprise fund salaries and benefits be allocated to the appropriate fund to avoid additional transfers (journal entries) to the various funds

City Manager Garner stated for the revised ARPA projects ordinance, staff only used General Fund salaries to equal the \$4.98 million. She stated staff reached out to the City's auditors who reviewed both the staff report and project ordinances in advance to ensure compliance.

Council Member Whitaker motioned to approve the Eligible Use, Conflict of Interest, Non-Discrimination, Records Retention, and Allowable Cost Policies and the new ARPA project ordinance electing to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all the ARPA funds for the provision of government services and also move to approve the revised project ordinance amending previously designated ARPA projects to ARPA-enabled projects, seconded by Mayor Pro Tem Hall. The motion passed unanimously.

Mayor Talley inquired about a class action lawsuit for businesses that accept credit cards. She stated the City also offered credit card payments and asked if the City was eligible for reimbursement through the class action lawsuit.

Mr. Marvin stated he was not familiar with the class action suit.

City Manager Garner stated she had submitted the City's claim on March 3, 2024.

ITEM 4: APPEARANCE COMMISSION – BOARD MEMBER REDUCTION

City Council considered an Ordinance amendment to Chapter 2 (Administration), Article II, Division 3. Boards and Commissions of the Code of Ordinances to reduce the total members of the Appearance Commission/Tree Board from seven members to five members.

Assistant City Manager Holland stated City Council directed staff after the March 12, 2024, Council meeting to bring forth a text amendment to the Code of Ordinances reducing the total required members of the Appearance Commission-Tree Board from seven members to five members. He stated because of challenges meeting quorum requirements and a lack of applications, this would offer a more manageable number to stay compliant and move the business of the board forward.

Council Member Whitaker motioned to approve an Ordinance amendment to Chapter 2 (Administration), Article II, DIVISION 3. Boards and Commissions to the Code of Ordinances to reduce the total members of the Appearance Commission/ Tree Board from 7 members to 5 members, seconded by Council Member Chin. The motion passed 4-1. Mayor Pro Tem Hall voted no.

ITEM 5: APPOINT VOTING DELEGATE - NCLM

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

Mayor Talley motioned to appoint Council Member Chin as the voting delegate, seconded by Council Member Parsons. The motion passed unanimously.

ITEM 6: ACCESSIBLE PARKS GRANT APPLICATION AND MATCHING FUNDS

City Council considered directing staff of the Graham Recreation and Parks Department to apply for the 2024 Accessible Parks Grant for ADA entryway doors and ADA/Family restroom projects at the Graham Recreation Center and to approve matching funds in the amount of \$26,250 if the grant is awarded.

Brian Faucette, Director of Recreation and Parks, stated this was a State allocated grant. He stated the grant would be for an ADA entryway door at the Graham Recreation Center and a new ADA/family restroom. He stated this would provide much more access to the Center and much more user-friendly use of the facilities. He stated this was a 5 to 1 matching grant, and for both projects, the total cost was \$131,250, and matching funds from the City would be \$26,250.

Council Member Whitaker motioned to direct staff to apply for the 2024 Accessible Parks Grant for the ADA Entryway Doors and ADA/Family Restroom projects at the Graham Recreation Center and to approve matching funds for \$26,250 if the grant is awarded, seconded by Mayor Pro Tem Hall. The motion passed unanimously.

PUBLIC COMMENT PERIOD

Mayor Talley answered a question by Tom Boney, Alamance News, regarding when the Council held their budget workshop.

City Manager Garner stated it was held on December 18, 2023.

Mr. Tom Boney, Alamance News, asked for a copy of that notification for that meeting. He stated he did not recall receiving such notification for a special meeting. He asked if the meeting was recorded.

City Manager Garner stated it was not recorded and the minutes were approved at the January City Council meeting.

Mr. Tom Boney asked why it was not recorded.

City Manager Garner stated it was held at the Graham Civic Center.

Mr. Tom Boney stated it means people are unaware of whatever discussions you had on not only this topic of the Sesquicentennial Park on future decisions on it and anything else. He stated the meetings should be recorded and posted if they are videoed but at least audio.

City Manager Garner stated notification was sent by the City Clerk on December 14, 2023, at 2:25 pm. She stated that Mr. Boney's Alamance News email was included in the notification.

Mr. William Morrow, 1002 Brotlins Way, Graham, spoke about the foot traffic near and around the Sesquicentennial Park and what was the intent of the design.

CITY STAFF COMMENTS

There were no comments.

CITY COUNCIL COMMENTS

Mayor Pro Tem Hall thanked the City for the flowers sent when his dad passed away.

Mayor Talley shared the following events:

- Concert Series – Thursdays at Seven beginning on May 23 featuring The Holiday Band
- Catfish Tournament – Saturdays, May 18, June 15, July 13, August 10
- Youth Fishing Day – Graham-Mebane Lake – May 11, 2024, 8:30 am – 11:00 am
- Legacy Bass Tournament – Graham-Mebane Lake – April 20 – 6:30 am
- Musical Chairs Concert Series at Bill Cooke Park beginning Friday, May 3 featuring Mel Melton & The Wicked Mjojors
- Graham Hall of Fame Inductees Ceremony – Saturday, April 13th at 6:00 pm. Recreation Center. Encouraged everyone to purchase tickets and come out and support those being inducted into the Hall of Fame or the Hall of Honor.

ADJOURN

Mayor Pro Tem Hall motioned to adjourn, seconded by Council Member Chin. The motion passed unanimously. The meeting adjourned at 7:43 p.m.

Renee M. Ward, CMC
City Clerk



STAFF REPORT

SUBJECT:	BUDGET AMENDMENT – INSURANCE PROCEEDS
PREPARED BY:	MEGAN GARNER

REQUESTED ACTION:

Approve the budget amendment to recognize \$14,265 in insurance proceeds revenue, increase the Property Maintenance - Maintenance and Repair Grounds budget by \$3,990, and increase the Sanitation – Repair and Maintenance of Vehicles by \$10,275.

BACKGROUND/SUMMARY:

The masonry wall at Linwood Cemetery was damaged and the City has received an insurance payment in the amount of \$3,990. This will be used to cover the expenditure that was necessary to repair the wall. Additionally, the street sweeper was damaged in an accident and the insurance proceeds will be received to cover the repairs.

FISCAL IMPACT:

The additional \$3,990 will increase expenditures 10-6450-1550/maintenance and repair of grounds. All revenues are coming from two separate insurance proceeds. The additional \$10,275 will increase 10-5800-1700/repair and maintenance of vehicles.

STAFF RECOMMENDATION:

Approval

SUGGESTED MOTION(S)

I move we approve budget amendment to recognize \$14,265 in insurance proceeds revenue, increase the Property Maintenance - Maintenance and Repair Grounds budget by \$3,990, and increase the Sanitation – Repair and Maintenance of Vehicles by \$10,275.

CITY OF GRAHAM

**BUDGET AMENDMENT ORDINANCE
2023-2024**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM THAT
THE 2023 - 2024 BUDGET ORDINANCE SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:**

Section 1.

EXPENDITURES

DEPARTMENT/ACCOUNT	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Property Maintenance - Maintenance and Repair					
Grounds	20,000.00	23,990.00	3,990.00		3,990.00
Sanitation - Repair and Maintenance of Vehicles	75,000.00	85,275.00	10,275.00		10,275.00
	20,000.00	23,990.00	3,990.00	-	14,265.00

Section 2.

REVENUES

	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
General Fund - Insurance Proceeds	17,780.00	32,045.00	14,265.00		14,265.00
	17,780.00	32,045.00	14,265.00	-	14,265.00

Adopted this 14th day of May 2024.

Attest:

Mayor Jennifer Talley

Renee M. Ward, City Clerk



STAFF REPORT

SUBJECT:	FUND BALANCE BUDGET AMENDMENT
PREPARED BY:	MEGAN GARNER

REQUESTED ACTION:

Approve a budget amendment to allocate \$132,333 in fund balance appropriation to the following departments: \$21,333 to the Recreation Department; \$20,000 to Street Lights; \$68,000 to the Garage; and \$23,000 to IT.

BACKGROUND/SUMMARY:

Recreation – Three HVAC units were installed in gyms at the Graham Recreation Center in 2007. The HVAC unit servicing Gym #2 stopped working in March of 2024 and is the only unit servicing that space. To avoid a disruption in programming and service to the community, this unit will need to be replaced immediately. \$21,000 is being requested to replace the 10-ton gas pack unit for Gym #2 at the Graham Recreation Center.

Street Lights – Duke Energy implemented a mid-year increase that will cause the utilities line to be overspent before the end of the fiscal year.

Garage – The price fluctuation in fuel combined with the usage for internal and external users will require approximately two more loads of both diesel and gasoline before the end of the fiscal year. The estimated cost to maintain an adequate supply is \$68,000.

IT – The telephones and postage line item within Information Technology was underestimated in the current fiscal year due to changes in the way various accounts were being coded. This corrects the issue and the appropriate level of funding has been recommended for the upcoming fiscal year.

FISCAL IMPACT:

The budget amendment recognizes a general fund balance appropriation of \$132,333 and increase general fund expenditure by the same.

STAFF RECOMMENDATION:

Approval

SUGGESTED MOTION(S):

Make a motion to Approve a budget amendment to allocate \$132,333 in fund balance appropriation to the following departments: \$21,333 to the Recreation Department; \$20,000 to Street Lights; \$68,000 to the Garage; and \$7,012 to IT.

CITY OF GRAHAM

**BUDGET AMENDMENT ORDINANCE
2023-2024**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM THAT
THE 2023 - 2024 BUDGET ORDINANCE SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:**

Section 1.

EXPENDITURES

DEPARTMENT/ACCOUNT	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Recreation - Capital Outlay	51,000.00	72,333.00	21,333.00		21,333.00
Street Lights - Utilities	150,000.00	170,000.00	20,000.00		20,000.00
Garage - Fuel	525,000.00	593,000.00	68,000.00		68,000.00
IT - Telephones/Postage	25,000.00	48,000.00	23,000.00		23,000.00
	51,000.00	72,333.00	21,333.00	-	132,333.00

Section 2.

REVENUES

	APPROVED	AMENDED	INCREASE	(DECREASE)	INCREASE (DECREASE)
Fund Balance Appropriation	\$1,770,622.00	\$1,902,955.00	132,333.00		132,333.00
	1,770,622.00	1,902,955.00	132,333.00	-	132,333.00

Adopted this 14th day of May 2024.

Attest:

Mayor Jennifer Talley

Renee M. Ward, City Clerk

STAFF REPORT

SUBJECT:	STREET CLOSURE FOR ESPERANZA 2024 HISPANIC HERITAGE FESTIVAL
PREPARED BY:	AARON HOLLAND, ASSISTANT CITY MANAGER

REQUESTED ACTION:

Approve the street closure of the 100 block of W. Elm Street and the City's parking lot beside Roasted Coffee Depot for the 4th Annual Esperanza Hispanic Heritage Festival on September 22, 2024.

BACKGROUND/SUMMARY:

Jim Albright and Kim Willard requests the approval of the closure of the 100 block of W. Elm Street and the City's parking lot beside Roasted Coffee Depot for the 4th Annual Esperanza Hispanic Heritage Festival as described in the attached application. The requested closure would be from 8 am to 11 pm (includes set up/clean up).



FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

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

SUGGESTED MOTION(S):

I move we approve the request from Jim Albright and Kim Willard for the 4th Annual Esperanza Hispanic Heritage Festival on September 22, 2024 which includes the closure of the 100 block of W. Elm Street and the parking lot beside Roasted Coffee Depot from 8 am to 11 pm.

CITY OF GRAHAM SPECIAL EVENT APPLICATION

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

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

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

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

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

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

1. Your email: esperanzafestival@gmail.com
2. Event name (if applicable): Esperanza 2024
3. Reason for the event (be specific): Celebrate Hispanic Heritage Month (9/15 - 10/15)
4. Event date(s): 9/22/24
5. Provide your event's setup, start, end, and cleanup times. (Ex: Name of Event 6:30 a.m. - 8 a.m. setup | 8 a.m. event start | 2 p.m. event ends | 2 p.m. - 4 p.m. cleanup):
Set up: 8:00 a.m. Event Start: 12 p.m. Event End: 8:00 p.m. Cleanup: 8:00 p.m. - 11:00 p.m.

6. Event category

Please check all that apply appropriate category for your event.

- Concert/Performance
- Exhibit
- Farmer's Market
- Festival/Fair
- Parade/Procession
- Run/Walk
- Food Truck Rodeo
- Other: _____

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

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

The 100 block of West Elm Street and the city parking lot beside Roasted Coffee Depot

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

Yes No

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

The 100 block of West Elm Street

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

8:00 a.m. - 11:00 p.m.

11. What is your anticipated event attendance total? 2000

12. Does your event include musical entertainment?

Yes No

13. Where will your musical entertainment be located?

On the stage to be at the courthouse side of West Elm Street

14. Will sound amplification be used? Yes No

If yes, provide the start time and end time.

12:00 p.m. - 8:00 p.m.

15. Will inflatables or similar devices be used at your event? Yes No

If yes, please describe. *Please note, Insurance requirements must be met in order to offer this activity.

We anticipate having two inflatable slides

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

Yes No

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

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

Yes No

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

Alcohol will be available free of charge

Alcohol will be by purchase only

Alcohol being served and or sold at my event includes

Beer only

Wine only

Beer & Wine

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

N/A

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

Yes No

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

Gas

Electric

Charcoal

Other: Approximately five food truck vendors

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

Yes No

If yes, list the total number of portable toilets: 2

21. Portable toilet company name: Lloyd's

If no, please explain _____

22. Explain your plan for cleanup and removal of trash, waste, and garbage during & after your event.

Festival volunteers

Does your event require additional trash receptacles?

Yes No

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

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

Yes No

24. Applicant name and affiliated agency if applicable

Kim Willard - Alamance Arts

25. Applicant's Address

213 S. Main Street Graham, NC

26. Applicant's phone number

336.226.4495

27. Applicant's email address

programs@alamancearts.org

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

Jim Albright 336.512.5424

jim@acdfc.com

29. How many years has this event taken place? 3 - 2021, 2022, 2023

**CITY OF GRAHAM
RELEASE ACCOUNTS**

MAY

<u>ACCT #</u>	<u>YEAR</u>	<u>NAME</u>	<u>REASON FOR RELEASE</u>	<u>AMOUNT RELEASED</u>
635504	2023	CARTER, BRIAN	DID NOT OWN MOBILE HOME	\$24.70
635504	2022	CARTER, BRIAN	DID NOT OWN MOBILE HOME	\$44.14
635504	2021	CARTER, BRIAN	DID NOT OWN MOBILE HOME	\$45.75

TOTAL RELEASES ***\$114.59***



STAFF REPORT

SUBJECT:	PROJECT PRISTINE INCENTIVE AGREEMENT AND RESOLUTION
PREPARED BY:	AARON HOLLAND, ASSISTANT CITY MANAGER

REQUESTED ACTION:

A public hearing has been set to consider approval of a resolution and authorize the City Manager and Attorney to effectuate an agreement for Project Pristine.

BACKGROUND/SUMMARY:

Project Pristine is an expansion project for an existing industry located in Graham, looking to invest \$1,013,000 in physical and equipment upgrades to their facility. The project is seeking state-level grants for support of their capital improvements, some of which necessitate local matching dollars to support those grants. Historically, the City has offered up to 1% of total capital investment as an incentive amount. It is being recommended that the City offer 0.50% of total capital investment as an incentive amount totaling \$5,065.00 over five (5) years.

FISCAL IMPACT:

Estimated Payment Period	Grant Percentage	Maximum Payment By City by Year
GY1 (2025)	0.50%	\$1,013.00
GY2 (2026)	0.50%	\$1,013.00
GY3 (2027)	0.50%	\$1,013.00
GY4 (2028)	0.50%	\$1,013.00
GY5 (2029)	0.50%	\$1,013.00
Total		\$5,065.00

Per the proposed agreement, said amounts shall be payable annually, subject to the Company complying with all requirements of the Agreement, beginning in 2025 (GY1) and payable through 2029 (GY5).

STAFF RECOMMENDATION:

Approval

SUGGESTED MOTION(S)

I move we approve a resolution and authorize the City Manager and Attorney to effectuate an agreement for Project Pristine offering 0.50% of total capital investment as an incentive amount totaling \$5,065.00 over five (5) years.

**CITY OF GRAHAM, NORTH CAROLINA
RESOLUTION IN SUPPORT OF PROJECT PRISTINE
TO EXPAND A MANUFACTURING FACILITY
IN THE CITY OF GRAHAM, ALAMANCE COUNTY, NORTH CAROLINA**

WHEREAS, Project Pristine is considering expanding its operations in the City of Graham, North Carolina with an expansion of an existing facility; and

WHEREAS, Project Pristine proposes to invest approximately \$1,013,000 in physical and equipment upgrades to their facility; and

WHEREAS, Project Pristine proposes a renovation to an existing building, to suit the needs of the company's proposed expansion; and

WHEREAS, Project Pristine's plans conform with all applicable state and local ordinances and policies; and

WHEREAS, pursuant to N.C.G.S. §158-7.1(a) the City is authorized to make appropriations from property taxes and other unrestricted revenue sources for economic development purposes to increase the taxable property, employment, and business prospects of the City.

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

Section 1: The City Council supports the expansion of Project Pristine in the City of Graham, and confirms that its plans are consistent with and conform with state and local laws, plans, and policies.

Section 2: The City Council will offer 0.50% of total capital investment as an incentive amount totaling \$5,065.00 over five (5) years.

Adopted this the 14th day of May 2024.

_____ Jennifer Talley, Mayor
City of Graham City Council

Attest:

_____ Renee Ward, City Clerk

Prepared by
Robert M. Ward, Attorney:
J. Bryan Coleman, Attorney
City of Graham
201 S. Main Street, Graham, NC 27253

**STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE**

**CITY OF GRAHAM AND
PROJECT PRISTINE
ECONOMIC DEVELOPMENT
AGREEMENT**

This **JOINT ECONOMIC DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into this ___ day of _____, 2024, by and between **CITY OF GRAHAM** (“CITY”), a North Carolina body politic, having a mailing address of **201 S. Main Street, Graham, NC 27253**, and **PROJECT PRISTINE** (“Company”), a limited liability company organized and existing under the laws of the State of North Carolina and having a mailing address of _____, **NC**.

WITNESSETH:

WHEREAS, North Carolina General Statute (NCGS) 158-7.1(a) authorizes City to make appropriations for the purpose of aiding and encouraging the location of business enterprises and industrial and commercial businesses in or near its boundaries, and the Company is engaged in manufacturing, assembly, and warehousing within the meaning of NCGS 158-7.1; and

WHEREAS, Company invests for future operations One million, thirteen thousand dollars (\$1,013,000) between July, 2024 and 2029 (“Improvement Period”); and

WHEREAS, Company expects to be community-oriented Company and intends to participate in philanthropy, community events and programs intended to increase the health and happiness of their employees and the greater community as a whole; and to consider participation in the Alamance Chamber of Commerce Foundation 501(c)(3) non-profit sponsorship; and

WHEREAS, Company is encouraged, to the reasonable extent possible, to purchase local services and supplies, such as, but not limited to, locally produced products, local hotel, motel and hospitality services, local building and construction services, and other products and services;

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION I – THE COMPANY

1. Company affirms its understanding of, and agrees to comply with, the Calendar of Responsibilities as outlined in Exhibit A, attached hereto and incorporated herein by reference. Such certificate shall be substantially in the form of the certificate attached to this Agreement as Exhibit A.
2. In order to induce City to enter into this Agreement and to appropriate and expend monies for payment of Economic Development Incentive Grants, Company represents and warrants, as of the execution date hereof:

- a. Company is qualified and registered to do business in the State of North Carolina, has a place of business within the State of North Carolina, and is in good standing and active with the North Carolina Secretary of State's Office and is authorized to do business in the State of North Carolina;
 - b. Company has the corporate power and authority to own or lease its properties and assets and to carry on their businesses as now being conducted and has the corporate power and authority to execute and perform this Agreement;
 - c. The undersigned representative of Company has the right, authority and duty to execute this Agreement in the name and on behalf of the Company;
 - d. This Agreement (i) is the valid and binding instrument and agreement of Company, enforceable against Company in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on Company, the charter documents or operating agreements of Company or any provision of any indenture, agreement or other instrument to which Company is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which Company is a party;
 - e. There are no suits, claims, actions or litigation pending, or to the knowledge of Company threatened, relating to the Improvements, the use of the Improvements for their intended purpose, or any other matter contained herein; and
 - f. Company is not engaged in a business that would be exempt from property taxes.
3. Company shall make investments to the Property and Improvements during the Improvement Period. The Property is located at _____ in the Graham city limits. Cumulative expenditures will meet or exceed One million, thirteen thousand (\$1,013,000) by December 31, 2028 all of which will qualify and result in additional value for ad valorem tax purposes as determined by the Alamance County Tax Office, and Company further agrees to maintain in place, in good condition (ordinary wear and tear excepted), said Improvements for three years after the final incentive payment ("Investment Maintenance Period").

SECTION II - CITY

4. In order to induce Company to enter into this Agreement and to appropriate and expend monies for payment of Economic Development Incentive Grants, City represents and warrants, to the best of City's knowledge, as of the execution date hereof:
 - a. City is a North Carolina body politic corporate in nature and existing under North Carolina law;
 - b. City has the power and authority to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement;

- c. The undersigned authorized representative of City has the right, authority and duty to execute this Agreement in the name and on behalf of City;
 - d. This Agreement (i) is the valid and binding instrument and agreement of City, enforceable against City in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on City, the charter documents of City or any provision of any indenture, agreement or other instrument to which City is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which City is a party;
 - e. There is no suit, claim, action or litigation pending, or to the knowledge of City threatened, relating to the Improvements, the use of the Improvements for their intended purpose, or any other matter contained herein.
5. Payment of economic development incentives to Company for Real and Personal Investments in accordance with this Agreement shall be made as follows:
- a. City agrees to provide annual payments equal to a corresponding percentage (see chart in 5.b. below) of the ad valorem taxes associated with the additional assessed value of real and personal property made or caused to be made by Company (exclusive of rolling stock) in excess of the assessed value of the Property as of January 1, 2024 (which is \$ 4,337,081) as paid to City for a five year (5) period (GY1 through GY5), commencing with the taxes assessed on January 1, 2025, and January 1 of the succeeding Four (4) years for property Improvements made or caused to be made by Company at the Properties, as applicable, pursuant to Paragraphs 3 and 4 with maximum payments as illustrated in the chart below.
 - b. In no event will the cumulative Annual Incentive Payments by City exceed Five Thousand sixty five and 00/100 Dollars (\$5,065) for the term of the Agreement as further described in the chart below.

Estimated Payment Period	Grant Percentage	Maximum Payment By City by Year
GY1 (2025)	0.10%	\$1,013.00
GY2 (2026)	0.10%	\$1,013.00
GY3 (2027)	0.10%	\$1,013.00
GY4 (2028)	0.10%	\$1,013.00
GY5 (2029)	0.10%	\$1,013.00
Total		\$5,065.00

- c. Said amounts shall be payable annually, subject to Company being in compliance with all requirements of the Agreement, beginning in 2025 (GY1) and payable through 2029 (GY5).
- d. Upon payment of ad valorem taxes by Company to City for each grant year 2025 through 2029, and certification of Improvements submitted by Company to City by

March 5th beginning in calendar year 2025 in the form or substantially in the form of Exhibit B, attached and incorporated herein by reference, City will, within Ninety (90) days, pay to Company an amount calculated by multiplying the corresponding grant percentages outlined in section 5.b. times the total ad valorem tax revenue received by City attributable to the value of the Improvements made by Company pursuant to this Agreement in excess of base value of the Property, which the parties agree is Four million, three hundred thirty seven thousand, eighty one and 00/100 Dollars (\$ 4,337,081). This amount will be deducted from the total assessed value of building and land in the determination of the value of net new Improvements made by Company in the calculation of economic development incentives.

- e. This same process will be followed by City and Company in each of the following years, 2025 through 2029.
- f. Company shall furnish to City on or before March 5th of each calendar year, following and corresponding to the previous July 1st when taxes are billed, the certification required by Paragraph 5.d. and proof of payment of all applicable taxes. If requested, Company shall provide City, at Company's expense, independent certification as to such expenditures.

SECTION III – OTHER

- 6. Force Majeure. Notwithstanding the provisions of Paragraph 8, in the event Company is unable to meet the requirements of this Agreement as a result of (i) an event of force majeure, including but not limited to fires, explosions, acts of God, acts of public enemy, insurrections, riots, terrorism, embargoes, labor disputes, including strikes, lockouts and job actions, or boycotts; (ii) the inability to obtain the governmental permits or approvals (including zoning) necessary for the acquisition of the Property, construction of the Improvements, or undertaking and operating the Improvements after a good faith effort to obtain same has been made; (iii) shortages of materials or energy; (iv) changes in laws; or (v) other causes beyond the control of and arising without the fault or negligence of Company; then, in such event, the Improvement Period shall be extended for a period equal to the delay caused by any of the foregoing events so long as Company shall (a) have furnished City on a timely basis, upon the occurrence of such event, a notice thereof, and (b) take all commercially reasonable steps necessary to relieve the effect of such event and to resume completion of the Improvements. In accord with the foregoing, should Company be unable to meet the requirements as described above as a result of a force majeure, the obligation of City to pay as provided in Section II above, shall be suspended until such time as Company is relieved from the effect of an event of force majeure and resumes completion of the Improvements.
- 7. It shall be an "Event of Default" by Company if any one or more of the following events shall occur for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):
 - a. If Company, except in the event of force majeure, commit a breach of an obligation (including without limitation), the obligation to (i) make the Investment during the

Improvement Period and maintain the Improvements during the Investment Maintenance Period, and such breach continues for a period of Sixty (60) or more days following receipt by Company of written notice from City;

- b. If Company shall fail to qualify and/or maintain the requirements for eligibility and participation in agreements for State of North Carolina incentives, Building Reuse Grants, or other North Carolina grants/incentives applied for and awarded;)
 - c. If any material representation, warranty or other statement of fact contained in this Agreement or in any final writing, certificate, report or statement furnished by Company to City in connection with the transaction described in this Agreement, shall, to Company' knowledge, to be false or misleading in any material respect at the time given;
 - d. If Company shall be unable to pay their debts generally as they become due; files a petition to take advantage of any insolvency statute; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of a receiver, trustee, liquidator or conservator of themselves or of the whole or any substantial part of their property; files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state;
 - e. If a Court of competent jurisdiction shall enter an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of Company or of the whole or any substantial part of their properties, or approves a petition filed against Company seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of Company or of the whole or any substantial part of their properties; or
 - f. If Company shall allow the taxable assets amounts fall below the minimum values agreed upon in this Agreement for the Property.
8. City Remedy: If Company fails to cure an Event of Default for which it receives written notice, which written notice will not be given to Company by City for a failure to timely file Exhibit B, from City due to its failure to satisfy the Improvement requirement or requirement, the obligation of City as set out herein shall terminate, and Company shall immediately refund to City all Annual Incentive Payments paid to Company prior to the date of the Event of Default, plus interest at the rate of prime plus one percent (1%). The date the prime interest rate shall be determined shall be the date that Company receives the notice of the Event of Default and prime will be the prime rate as published in the *Wall Street Journal (WSJ)*. Company shall, as it relates to an Event of Default, have sixty (60) days after receipt of the notice required above, to cure the Event of Default.
9. Company Remedy: If City fails to cure an Event of Default for which it receives written notice from Company, the obligations of Company as set out herein shall terminate; however, the obligations of City shall remain in full force and effect, including, the obligation to pay the Annual Incentive Payment. City shall, as it relates to an Event of

Default, have sixty (60) days after receipt of the notice required above, to cure the Event of Default.

- 10. Company and City acknowledge any monies appropriated and expended by City for economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are expended in good faith reliance on NCGS 158-7.1. In the event a Court of competent jurisdiction rules to which either Company or City is a party, that all monies expended by City pursuant to this Agreement were not offered and accepted in good faith and in compliance with NCGS 158-7.1 and, further, that such monies must be repaid, Company will make such repayment to City. In the event one or more lawsuits are brought against City or any City elected official, officer, agent or employee, or Company, challenging the legality of this Agreement, then City and Company shall exercise their best effort to defend against any and all such lawsuits, at their own cost and expense. In any event, if Company is required to repay funds to City pursuant to this Paragraph 10, the benefit of this Agreement to Company will have been lost and all further obligations of Company hereunder shall terminate.
- 11. Company shall at all times observe and comply with all federal, state and local laws, regulations, codes, rules, ordinances and any other requirements. Company further agree they will not discriminate by reason by age, race, religion, color, sex, national origin or disability.
- 12. All notices, certificates or other communications required or permitted to be given or served hereunder shall be deemed given or served in accordance with the provisions of this Agreement if the notice is (i) mailed in a sealed wrapper and is deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (ii) deposited with a national overnight courier service that retains receipts for its deliveries, properly addressed as follows:

City of Graham: City of Graham
 Attn: Meagan Garner, City Manager
 201 S. Main Street
 Graham, NC 27253

Copy to: City Attorney
 Attn: Robert M. Ward, Attorney
 J. Bryan Coleman, Attorney
 201 S. Main Street
 Graham, NC, 27253

Pristine

Attn: _____

Copy to: _____

_____, _____
Attorney for the Company

City or Company may, by notice given to the other, designate any further or different addresses to which notices, certificates, requests or other communications shall be sent.

13. This Agreement shall inure to the benefit of, and is binding upon, City and Company and their respective successors and assigns. However, neither this Agreement, nor any rights, privileges, nor claims created by this Agreement may be transferred by Company without the prior, written approval of City, which approval will not be unreasonably withheld. All such Companies including PROJECT PRISTINE, shall be held joint and severally liable.
14. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.
15. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this Agreement.
16. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully-executed counterpart.
17. Controlling Law and Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina; venue of any action shall be in the general courts of justice in Alamance County, or if in Federal court in the Middle District of North Carolina.
18. The term of this Agreement shall commence on the date of execution and terminate upon payment by City of all payments due to Company and Company fulfilling all of their requirements including real and personal property investments and maintenance, unless earlier terminated as provided herein.
19. Both Company and City acknowledge and stipulate this Agreement is the product of mutual negotiation.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

City of Graham,
A North Carolina Body Politic

Attest:

By: _____ (Seal)
Jennifer Talley, Mayor
Graham City Council

Clerk

**STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE**

I, _____ a Notary Public of said county and state, certify that Renee Ward personally came before me this day and acknowledged that she is the City Clerk to the City of Graham, a body politic corporate in nature, and that by authority duly given and as the act of the body politic the foregoing instrument was signed in its name by its Mayor, sealed with its body politic seal, and attested by herself as City Clerk.

Witness my hand and seal this _____ day of _____, 2022.

[Seal]

Notary Public

My commission expires: _____

Company Name

Attest:

By: _____
Its _____

Secretary

STATE OF _____
COUNTY OF _____

I, _____ a Notary Public of said county and state, certify that
_____ personally came before me this day and acknowledged
that he/she is a _____ of _____, a Limited Liability
Company organized in North Carolina, and that he/she signed the foregoing instrument on behalf
of the company pursuant to authority duly given him/her by the company

Witness my hand and seal this _____ day of _____, 2022.

[Seal]

Notary Public

My commission expires: _____

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

_____ Finance Director

Approved as to form on behalf of City of Graham only:

_____ Robert M. Ward, Attorney for City of Graham
J. Bryan Coleman, Attorney for City of Graham

EXHIBIT A
Joint Economic Development Agreement
Between City of Graham and _____

CERTIFICATE

TO: City of Graham

This Certificate is delivered pursuant to Paragraph 1 of the Joint Economic Development Agreement (“Agreement”), dated _____, 2024, between City of Graham and PROJECT PRISTINE (sometimes herein referred to as “Company”). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

I, _____, do hereby certify, for and on behalf of the Company, that:

- (a) Company owns the real property necessary for the Improvements; and
- (b) Company agrees to comply with the Calendar of Responsibilities listed below.

Calendar of Responsibilities:

- By January 5: Company makes payment to City according to Tax Listing filed by January 31st of the previous year unless extension is requested and approved for April 15th. Any extension request must be filed by January 31st.
- By March 5: Company must provide Exhibit B, supporting documents and proof of payment and/or compliance as required within Agreement.
- By April 15: Company must provide Real/Personal Property Tax listings to County Tax Office.
- By April 22: County Tax Office to provide Tax Listing on Specified Accounts.*

*Note: This is not a Company responsibility.

Dated at Alamance County, North Carolina, this _____ day of _____, 2024.

PROJECT PRISTINE

BY: _____

TITLE: _____

EXHIBIT B

Joint Economic Development Agreement
Between City of Graham and PROJECT PRISTINE
CERTIFICATE

TO: City of Graham

This Certificate is delivered pursuant to Paragraph 6 and Paragraph 8 of the Joint Economic Development Agreement (“Agreement”) dated _____, 2024, between City of Graham and PROJECT PRISTINE (sometimes herein referred to as “Company”). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

Company does hereby certify that:

- (a) The following improvements were made during the 20__ Calendar Year: _____;
- (b) Total cumulative personal property valuation installed at the _____ facility during the 20__ Calendar Year _____; and
- (c) Proof of taxes paid is attached to this certificate.

Dated at Alamance County, North Carolina, this _____ day of _____, 20__.

PROJECT PRISTINE

BY: _____
TITLE: _____

Attachments (required):

Current Year Alamance County personal and real property Tax Listing information as reported to Alamance County Tax Office, most recent quarterly Form NCUI 101, proof of taxes paid in full.

Calendar of Responsibilities:

- By January 5: Company makes payment to County of ad valorem taxes according to Tax Listing filed by January 31st of the previous year unless extension is requested and approved for April 15th. Any extension request must be filed by January 31st.
- By March 5: Company must provide Exhibit B, supporting documents and proof of payment and/or compliance as required within Agreement.
- By April 15: Company must provide Real/Personal Property Tax listings to County Tax Office.
- By April 22: County Tax Office to provide Tax Listing on Specified Accounts.*

*Note: This is not a Company responsibility.



STAFF REPORT

Prepared by Cameron West, Planner

Text Amendment for:

Type of Request: Text Amendment for Planting Dimension Areas

Contact Information

On Behalf of the Planning Board

Meeting Dates

Planning Board on April 16, 2024
City Council on May 14, 2024

Summary

The Planning Board has requested a text amendment to adjust the minimum inside dimension of planting areas from 200 to 160 in order to accurately accommodate the parking planters required for parking lot trees. Planning Board Member Chad Huffine brought this calculation up at the previous Planning Board Meeting and requested it be adjusted. The reasoning behind it that it is impossible for a parking lot space used as a guide for tree plantings to meet the minimum requirement of 200 square feet. A typical parking lot space in Graham is 10x20. The ordinance requires an inside dimension of 7 feet which can be met, but when the curbing is incorporated around the 7 foot interior planting area, it is difficult to reach the 200 square foot minimum when basing it off of our standard parking space area.

Project Name

Text Amendment for Planting Dimension Areas (AM2401)

Location

city-wide

Current Zoning

not applicable

Proposed Zoning

not applicable

Overlay District

not applicable

Staff Recommendation

Approval

Conformity to The Graham 2035 Comprehensive Plan and Other Adopted Plans

Not applicable.

Applicable Planning District Policies and Recommendations

- Not applicable; city-wide.

Planning District

All

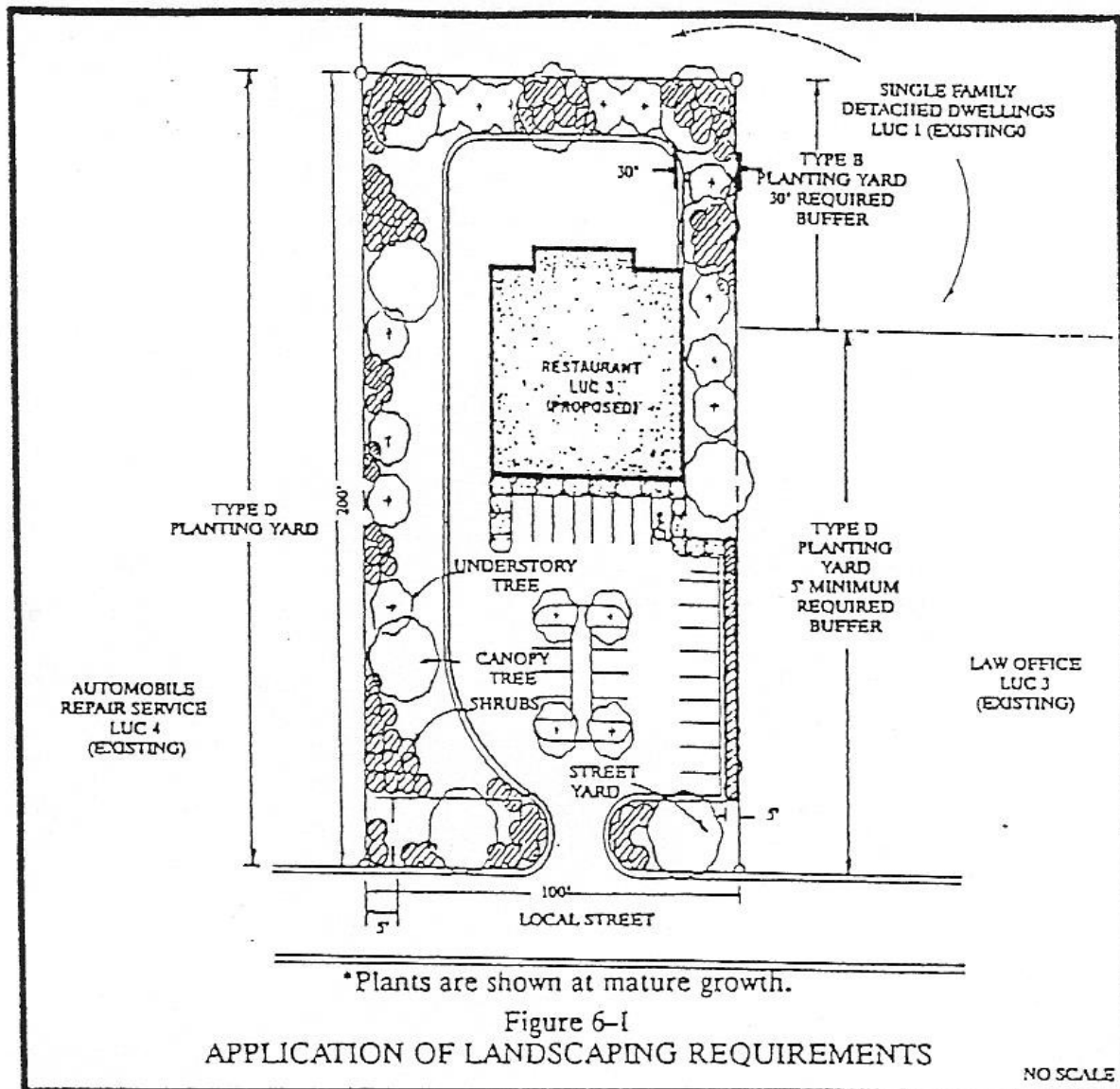
Development Type

All

Staff Recommendation

Based on the comprehensive plan, staff **recommends approval** of the text amendment. The following supports this recommendation:

- The proposed amendment allows the Landscaping Ordinance to function without issues in the future.



Section 10.275 Landscaping Design and Maintenance Standards

- (a) Calculation of Street Planting Yards: Street planting yard rate and width calculations shall exclude access drives.
- (b) Plant Species: Species used in required street planting yards, parking lots and planting yards shall be of a locally adapted nature.
- (c) Dimension of Planting Areas: Each planting area containing trees, including those located in parking lots, shall have a minimum inside dimension of seven feet and be at least ~~200~~ 160 square feet in area.
- (d) Grouping: For the Type B, C, and D planting yards, shrubs and trees may be grouped or clustered; however, not more than 50% of each required plant material may be grouped or clustered. The





STAFF REPORT

SUBJECT:	DOWNTOWN ENHANCEMENT GRANT POTENTIAL PROJECTS
PREPARED BY:	BURKE ROBERTSON, PUBLIC WORKS DIRECTOR, AARON HOLLAND, ASSISTANT CITY MANAGER

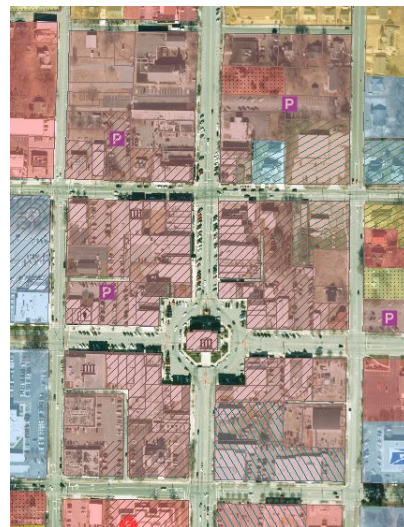
REQUESTED ACTION:

Consider potential projects for Downtown Enhancement Grant Scope of Work.

BACKGROUND/SUMMARY:

The City of Graham was recently awarded a Directed Grant through the State in the amount of \$600,000. These funds have been identified to be used within the downtown (B-1) area for enhancement related projects. As indicated by the Office of State Budget and Management, the City of Graham must provide required documents in order to have these funds released including a Scope of Work outlining what will be accomplished with the grant funds.

Staff has provided a project list of potential projects that would qualify for funding. Although the total of all projects exceeds the allocated amount, there is potential for a combination of projects.



FISCAL IMPACT:

The State has awarded the City of Graham \$600,000 to be used towards Downtown Enhancement Projects.

STAFF RECOMMENDATION:

Approval. Staff has provided a list of potential projects to consider within the downtown area.

SUGGESTED MOTION(S):

I move we approve the following projects for the Downtown Enhancement Grant Scope of Work:

(Please state potential projects)

B-1 Downtown Enhancement Grant Potential Projects

1) Resurface Municipal Parking Lots (*W Elm/Maple lot in current budget*)

*Harden/Maple lot	\$91,000.00
*Main/Marshall lot	\$84,500.00
*Elm/Marshall lot	<u>\$58,500.00</u>
	\$234,000.00
*Needed repair work	\$15,000.00
*Add non-decorative lighting	\$8,000.00
*Restripe and update landscaping	<u>\$10,000.00</u>
	\$267,000.00

2) Downtown Street Light Upgrade

There are approximately 96 street lights in the downtown area.

*Per light upgrade fee \$36.00 x 96 = \$3456.00

- We are currently paying \$13.92 per light per month downtown.
- Upgrading to **150W LED** would be **\$19.82** per light per month, this would add \$566.40 more a month for the lighting bill downtown.
- Upgrading to **220W LED** would be **\$22.42** per light per month, this would add \$816.00 more a month for the lighting bill downtown.

Per Kenny Gooch with Duke Energy, Burlington upgraded their downtown to 150W LED. Then did a test area with 220W LED and has since converted everything to 220W LED.

3) Repaint Metal Poles Downtown

Per Duke Energy's quote from 3/2022, the estimated cost was **\$272,000.00**. This quote did not include overtime or night/off-hours work to shorten the duration or minimize disruptions. They stated that there would be some power outages required with the work. **The City would need to remove all its items from the poles before painting and would likely have to get an agreement to reinstall.*

4) Sidewalk Improvements – quotes forthcoming.

5) Resurface E. Elm St. from E. Harden to Home Ave. on W. Elm.

Mill apply BST, resurface, and restripe (*stamped brick asphalt crosswalks not included*) **\$385,000.00**. (*There is a planned water main replacement in the 200-400 block of W Elm, if this does not coincide with resurfacing the 100 blocks of Marshall St. could be substituted.*)

6) Pedestrian Cross Walk Improvements Downtown.

- Install Pedestrian refuge islands in crosswalks in Court Square
- Re-install Adobe red stamped crosswalks at N Main and Harden, Court Square, and Main and Pine.
- Upgrade pedestrian signage and add RFBs (Pedestrian-activated rapid flashing beacon). Engineer's cost estimate is **\$500,000**.

(All of the above would require NC DOT approval)

7) Tree Replacement Downtown.

- There are approximately 50 trees in the downtown area that have either outgrown their planting area, are not the best choice for the area planted, or are diseased and need to be replaced soon.
- Some of the brick planters will need to be repaired or removed and trees planted at sidewalk level. The tree planting windows in the sidewalks will need to be adjusted and the sidewalk repaired.

Cost per tree, \$200.00 X 50 trees = **\$10,000.00.**

Average cost to plant including planter/sidewalk work/repair, soil, and mulch, \$1000.00 per tree.

There are approximately 60 trees in the 200-500 block of W. Harden St. that could also be addressed at this time as well. (The majority of trees are in the grass strip, so installation costs are low.)

8) Hanging Baskets

- To place hanging baskets on the poles that have street lights; 100 block S. Main, 100 and 200 blocks N Main, 100 blocks of E and W Elm, and Harden would be approximately 65 baskets.
- The cost per basket, including soil, plants, brackets, and mounting hardware would be approximately \$70 each (providing HRC has no input)
- **\$4,500.00 for 65 baskets with installation to be done by City Staff.**

This would require an agreement with Duke Energy (*Hank Henning has been notified and awaiting a response.*)

NOTE: To keep hanging baskets looking good it takes almost daily watering/maintenance, especially in the summer. At the current staffing level, we could not keep them properly maintained without reducing efforts elsewhere.

SUGGESTED STREET TREES

Cultivars		Height	Width	Environmental Tolerance	Attributes	Autumn Color
Acer buergerianum	Trident Maple	25-35'	20-30'	Tolerant of most soils, can tolerate occasional dryness	Exfoliating bark reveals an orange-brown inner bark, which adds winter interest	Red, orange, yellow
Aesculus pavia	Red Buckeye	15-20'	10-20'	Adaptable, well-drained	Native, bright red flowers attract pollinators	Red, burgundy
Chionanthus virginicus	Fringetree	12-30'	12-30'	Tolerant of varied soil and light conditions	Fragrant, showy white flowers followed by blue-black fruit	Gold, yellow
Magnolia grandifolia 'Baby Grand'	Baby Grand Magnolia	8-10'	8-10'	Road salt, deer and rabbit resistant, will tolerate brief dry spells	Large creamy white, lemon-scented flowers over long bloom season	n/a
Ginkgo biloba 'Fastigiata'	Columnar Ginkgo	30-50'	12-15'	Drought, pH, Compaction	Very few pests, Slow growing, cannot tolerate wet feet	Stunning gold
Pistacia chinensis	Chinese Pistache	30-35'	20-30'	Tolerant of a variety of soils and environmental conditions	Showy blue fruit, fragrant foliage, attractive bark	Fiery
Carpinus betulus 'Fastigiata'	Upright Hornbeam	30-40'	20-30'	Tolerant of a variety of soils and environmental conditions, including air pollution	Smooth gray bark, no serious pests	Orange
Zelkova serrata	Japanese Zelkova	50-80'	50-80'	Tolerant of a variety of soils and environmental conditions, resistant to dutch elm disease	tough and durable, graceful shape, unique bark, drought tolerant once established	Copper, gold, orange, red
Acer griseum	Paperbark Maple	20-30'	15-25'	Tolerant of a variety of soils and environmental conditions	Extremely ornamental peels of bark that remain on the tree instead of falling to the ground. Purple-brown outer bark peels back in papery curls to reveal rose-brown inner bark.	Orange, red, burgundy
Acer palmatum 'Bloodgood'	Bloodgood Japanese Maple	15-20'	15'	Most hardy of Japanese maples	Red-black bark provides winter interest	Burgundy red foliage turns scarlet in the fall
Acer palmatum 'Sango Kaku'	Coral Bark Japanese Maple	20-25'	15-20'	Tolerates a wide range of soils and light, drought tolerant once established	Bright yellow foliage against stunning red bark. Four seasons of interest	Gold, yellow, orange
Acer palmatum 'Aconitifolium'	Full Moon Japanese Maple	8-10'	8-10'	Tolerates a wide range of soils and light, drought tolerant once established	Features palmate, almost fern-like medium green leaves which are deeply divided.	Crimson



STAFF REPORT

SUBJECT:	GRAHAM-MEBANE LAKE COMPREHENSIVE MASTER PLAN
PREPARED BY:	BRIAN FAUCETTE, DIRECTOR OF RECREATION AND PARKS

REQUESTED ACTION:

Adopt the Graham-Mebane Lake Comprehensive Master Plan

BACKGROUND/SUMMARY:

The Benesch Engineering firm completed the Graham-Mebane Lake Comprehensive Master Plan in March, 2024. The process was conducted over several years and included a “grass roots” information gathering effort by lake staff, listening sessions with city staff and partners and most importantly, several visioning and listening sessions with our community. A draft was reviewed by city staff and unanimously approved by the Graham Recreation Commission to be presented to the City Council for adoption.

The Master Plan will serve as a guide for the City of Graham staff, administration, and elected officials to continue the development of the Graham-Mebane Lake over the next 5-10 years.

FISCAL IMPACT:

Adoption of the Master Plan does not obligate the city to additional fiscal outlays. However, adoption of the Master Plan will allow GRPD staff to apply for various grants including state funded Parks and Recreation Trust Fund (PARTF) grants, Land and Water Conservation Fund (LWCF) grants, and Accessible Parks grants.

Without adoption of a Master Plan, the city will be ineligible for state grants that could be used to support future development of the City of Graham’s parks system.

STAFF RECOMMENDATION:

Staff recommends for City Council to accept the recommendation of the Graham Recreation Commission and adopt the Graham-Mebane Lake Comprehensive Master Plan as presented by Benesch.

SUGGESTED MOTION(S):

I make a motion to adopt the Graham-Mebane Lake Comprehensive Master Plan.



STAFF REPORT

SUBJECT:	STREET CLOSURE REQUEST GRAHAM BBQ BASH/CAR SHOW
PREPARED BY:	AARON HOLLAND, ASSISTANT CITY MANAGER

REQUESTED ACTION:

Consider request to close the 100 block of E. Elm Street for Graham BBQ Bash/Car Show.

BACKGROUND/SUMMARY:

Mike McPherson and Anthony Pierce have submitted an application requesting to close the 100 block of E. Elm Street for the Graham BBQ Bash/Car Show to fundraise for Emergency Services Workers and Veterans.

According to the application, the event will occur June 14th -15th, 2024 starting at 5:30pm on the 14th to 8pm on the 15th (includes setup and cleanup). The road closure of the 100 block of E. Elm is being requested for 8am-5pm on June 15th with cooking and musical entertainment taking place on private property.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

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

SUGGESTED MOTION(S):

I move we approve the request from Mike McPherson and Anthony Pierce to close the 100 block of E. Elm Street for the Graham BBQ Bash/Car Show



- 1. Your email: Caringheartsandhandsofalamanca@gmail.com
- 2. Event name (if applicable): Graham BBQ Bash
- 3. Reason for the event (be specific): Fundraising for Emergency Service workers/Vets.
- 4. Event date(s): June 14th (setup) June 15th (Event)
- 5. Provide your event's setup, start, end, and cleanup times. (Ex: Name of Event 6:30 a.m. - 8 a.m. setup | 8 a.m. event start | 2 p.m. event ends | 2 p.m. - 4 p.m. cleanup):
5:30pm June 14th setup 8am - 8pm June 15th

6. Event category

Please check all that apply appropriate category for your event.

- Concert/Performance
- Exhibit
- Farmer's Market
- Festival/Fair
- Parade/Procession
- Run/Walk
- Food Truck Rodeo
- Other: BBQ Cookoff / Car Show

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

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

Colonial Hardware Parking lot & Elm Street

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

Yes No

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

E. Elm Street (100 Block)

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

8am - 5pm June 15th (may open sooner)



11. What is your anticipated event attendance total? 6-10K (floating)

12. Does your event include musical entertainment?

Yes No

13. Where will your musical entertainment be located?

Colonial Hardware parking lot

14. Will sound amplification be used? Yes No

If yes, provide the start time and end time.

10 ~ 11 AM - 5 PM

15. Will inflatables or similar devices be used at your event? Yes No

If yes, please describe. *Please note, Insurance requirements must be met in order to offer this activity.

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

Yes No

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

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

Yes No (But vendor will host in their parking lot)

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

- Alcohol will be available free of charge
- Alcohol will be by purchase only
- Alcohol being served and or sold at my event includes
 - Beer only
 - Wine only
 - Beer & Wine



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

N/A will be provided & managed by vendor

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

Yes No

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

- Gas
- Electric
- Charcoal
- Other: _____

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

Yes No

If yes, list the total number of portable toilets: 6 (plus 4 handwashing stations)

21. Portable toilet company name: Loyds

If no, please explain _____

22. Explain your plan for cleanup and removal of trash, waste, and garbage during & after your event.

Utilize self cleaning with cleanup committee

Does your event require additional trash receptacles?

Yes No

If yes, what is the requested number of additional trash receptacles? 8

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

Yes No



24. Applicant name and affiliated agency if applicable

Mike McPherson & Anthony Pierre (Caring Hearts & Hands)

25. Applicant's Address

2244 Lock Lane Drive, Burlington, NC 27215

26. Applicant's phone number

336-675-1879 or 919-656-5363

27. Applicant's email address

caringheartsandhands@alabama.com or apierre1709@gmail.com

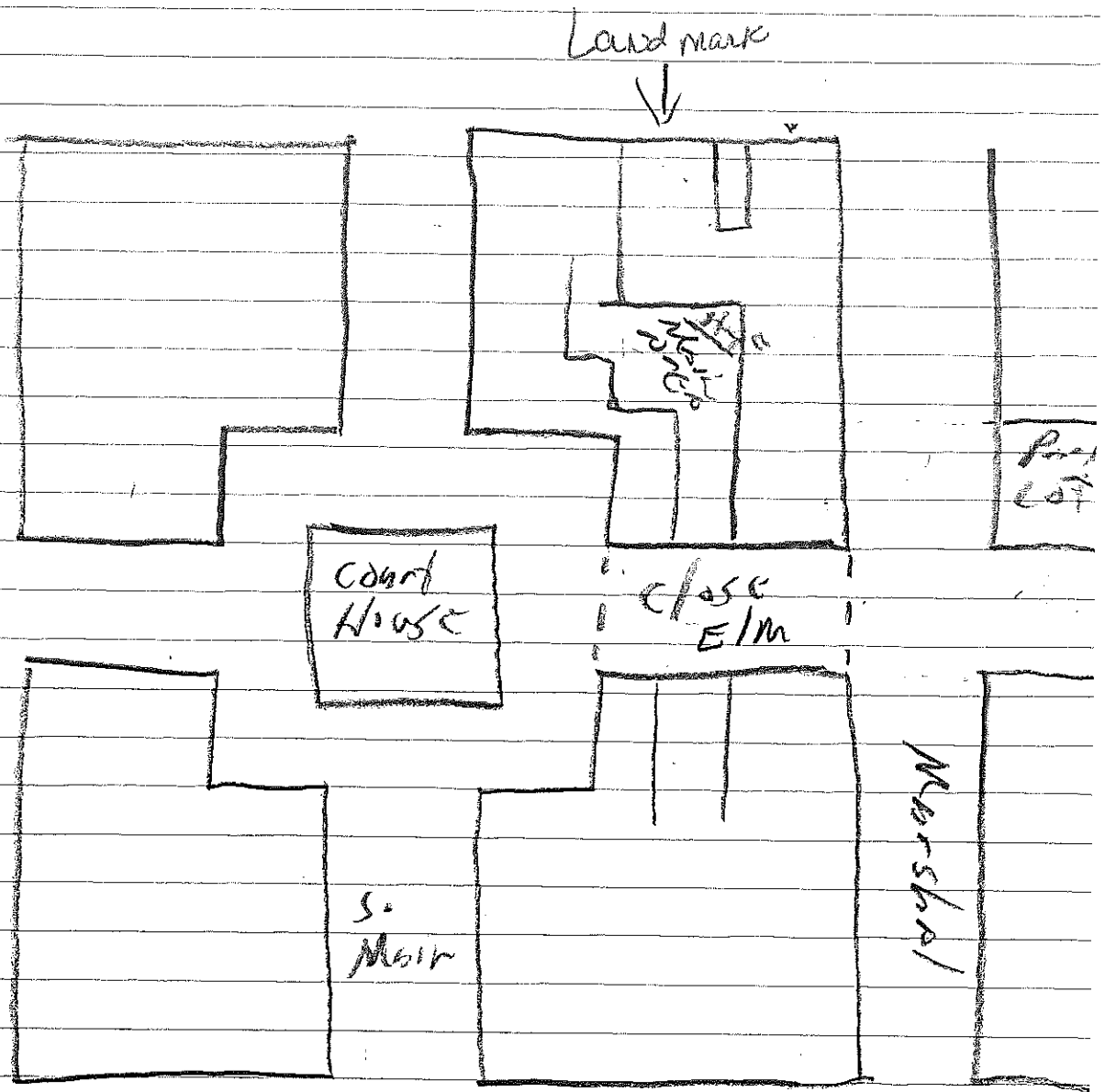
28. Provide the event's point of contact if different from the applicant. (First & Last name, Phone number, & Email Address)

Same

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

alabama.com

Graham BBQ Bash



Fire Dept

close 1 Block E Elm
colonial Parking Lot



STAFF REPORT

SUBJECT:	STREET CLOSURE REQUEST FOR THE ALAMANCE COUNTY MEMORIAL DAY SERVICE
PREPARED BY:	AARON HOLLAND, ASSISTANT CITY MANAGER

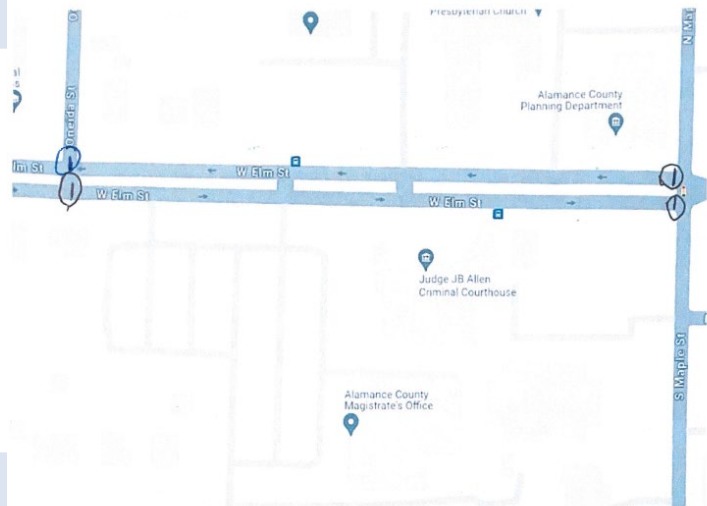
REQUESTED ACTION:

Consider request to close W. Elm Street from the intersection of W. Elm Street and Maple Street to the intersection of W. Elm Street and Oneida Street for the Alamance County Memorial Day Service.

BACKGROUND/SUMMARY:

Rita Holt has submitted an application requesting to close the intersection of W. Elm Street and Maple Street to the intersection of W. Elm Street and Oneida Street for the Alamance County Memorial Day Service.

According to the application, the event is being requested for May 27, 2024 from 8am to 12pm (includes setup and cleanup).



FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

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

SUGGESTED MOTION(S):

I move we approve the request from Rita Holt to close W. Elm Street from the intersection of W. Elm Street and Maple Street to the intersection of W. Elm Street and Oneida Street for the Alamance County Memorial Day Service.

CITY OF GRAHAM SPECIAL EVENT APPLICATION

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

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

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

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

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

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

1. Your email: Holt@triad.rr.com
2. Event name (if applicable): Alamance County Memorial Day Service
3. Reason for the event (be specific): Honor Veterans That Have Passed in 2023
4. Event date(s): May 27, 2024
5. Provide your event's setup, start, end, and cleanup times. (Ex: Name of Event 6:30 a.m. - 8 a.m. setup | 8 a.m. event start | 2 p.m. event ends | 2 p.m. - 4 p.m. cleanup):
Alamance County Memorial Day Program - 8:00 a.m through 1:00pm

6. Event category

Please check all that apply appropriate category for your event.

- Concert/Performance
- Exhibit
- Farmer's Market
- Festival/Fair
- Parade/Procession
- Run/Walk
- Food Truck Rodeo
- Other: Alamance County Memorial Day Program

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

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

Elm Street - Both Sides Also, need the bathrooms in the Criminal Courts Building to be accessible

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

Yes No

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

Elm Street - Both Sides

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

8:00am - 12:00pm

11. What is your anticipated event attendance total? 150+

12. Does your event include musical entertainment?

Yes No

13. Where will your musical entertainment be located?

In front of Memorial Monument

14. Will sound amplification be used? Yes No

If yes, provide the start time and end time.

10:30 a.m. - 12:00 p.m.

15. Will inflatables or similar devices be used at your event? Yes No

If yes, please describe. *Please note, Insurance requirements must be met in order to offer this activity.

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

Yes No

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

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

Yes No

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

Alcohol will be available free of charge

Alcohol will be by purchase only

Alcohol being served and or sold at my event includes

Beer only

Wine only

Beer & Wine

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

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

Yes ___ No

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

Gas

Electric

Charcoal

Other: _____

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

Yes ___ No

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

21. Portable toilet company name: _____

If no, please explain _____

22. Explain your plan for cleanup and removal of trash, waste, and garbage during & after your event.

N/A

Does your event require additional trash receptacles?

Yes ___ No

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

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

Yes No ___

24. Applicant name and affiliated agency if applicable

Rita Holt

25. Applicant's Address

7830 NC Highway 87 South, Snow Camp, NC 27349

26. Applicant's phone number

336.213.3408

27. Applicant's email address

Holt@triad.rr.com

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

29. How many years has this event taken place? 20+