

**CITY COUNCIL AGENDA**  
**CITY OF SANFORD, NORTH CAROLINA**

**May 15, 2012, 7:00 P.M., CITY HALL**



1. **MEETING CALLED TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT**
5. **APPROVAL OF AGENDA**
6. **CONSENT AGENDA**
  - A. Approval of Joint City Council and Lee County Environmental Affairs Board Meeting Minutes Dated March 1, 2012 – (Pages 3 - 5)
  - B. Approval of Law and Finance Committee Meeting Minutes Dated March 28, 2012 – (Pages 6 - 14)
  - C. Approval of Special City Council Meeting Minutes Dated April 25, 2012 – (Pages 15 - 17)
  - D. Approval of Law and Finance Committee Minutes Dated April 25, 2012 – (Pages 18 – 22)
  - E. Approval of Resolution Authorizing the Advertisement of an Electronic Auction to Sell Certain Personal Property of the City of Sanford – (Pages 23 - 25)
  - F. Approval of Renewal Contract for Inmate Labor Between the City of Sanford and the North Carolina Department of Correction – (Pages 26 - 33)
  - G. Approval of Resolution to Temporarily Close a Portion of Chatham Street in Support of an Antique Car Show – (Pages 34 - 35)
  - H. Approval of Comprehensive Bicycle Plan Contract and Work Order – (Pages 36 – 45)

- I. Approval of Ordinance to Assign Recently Annexed Areas to a City Electoral Ward – (Pages 46 – 47)
  - J. Approval of Ordinance to Assign Recently Annexed Areas to a City Electoral Ward – (Pages 48 – 49)
  - K. Approval of Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2011-2012 – (Pages 50 – 51)
  - L. Approval of Resolution Delegating Leasing Authority to City Manager – (Page 52)
7. **SPECIAL AGENDA**  
Proclamation Proclaiming the Week of May 20-26 as National Public Works Week – (Page 53)
8. **CASES FOR PUBLIC HEARING**
9. **DECISIONS ON PUBLIC HEARINGS**
10. **REGULAR AGENDA**
11. **OTHER BUSINESS**
12. **ADJOURNMENT**

MINUTES OF A JOINT MEETING  
 BETWEEN THE SANFORD CITY COUNCIL,  
 AND THE ENVIRONMENTAL AFFAIRS BOARD  
 IN THE WEST END CONFERENCE ROOM  
 CITY HALL  
 225 EAST WEATHERSPOON STREET  
 SANFORD, NORTH CAROLINA

March 1, 2012  
 5:15 P.M.

The City Council met jointly with the Lee County Environmental Affairs Board, on Thursday, March 1, 2012, at 5:15 P.M., in the West End Conference Room. The following people were present from the Sanford City Council:

Mayor Cornelia P. Olive	Council Member L. I. (Poly) Cohen
Mayor Pro Tem Sam Gaskins	Council Member Walter McNeil, Jr.
Council Member Rebecca Wyhof	City Manager Hal Hegwer
Council Member Jimmy Haire	City Clerk Bonnie D. White
City Attorney Susan C. Patterson	
Members of the Environmental	

Absent:

Council Member Charles Taylor  
 Council Member James Williams

Mayor Olive called the meeting to order.

Dr. Jim Foster, Chairman of the Lee County Environmental Affairs Board (EAB) said that this committee started in January 2011 studying the extraction of natural shale gas through speakers, conferences and reading articles. They are not experts but they are continuing to learn a lot.

About three weeks ago, they met with the county manager and city manager to see if the committee is focused on what the governmental entities want them to be focused on in order to help them plan for the possibility of retraction of natural shale gas in our community. Two things came out of the meeting on February 8. One was they asked the chair to draft a letter (Exhibit A) to the Legislature Study Committee on Energy. The second was to have a meeting of the governmental entities with the Lee County Environmental Affairs Board such as this meeting. On Tuesday, February 28, they met with the elected officials from Lee County Commissioners and the Town of Broadway.

Dr. Foster said the letter relays to the Legislature Study Committee on Energy that the community that is going to be impacted by this process should be involved in the process. The letter was ended in the same tone.

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Mayor Olive expressed Council's appreciation for the work the EAB is doing and the investigative nature that the board has taken. She supports the recommendation and findings of the Board and the council would like to have input in whatever area the EAB needs.

Dr. Foster said they need to establish some baseline data before they get started. Hopefully, everyone working together can open up influence with the Legislature to see that this happens. The USGS is already doing water-well sampling. They have about 95 drilled wells. As of today, they have signed up 52 wells. They are giving priority to those wells that are near the gas wells that were drilled several years ago. They are also giving first priority to about twenty of them and the others are to be within the area of where the shale is located. This will get them started on the water-well baseline data. Dr. Foster stated that he would like to have the water tested in the stream that flows through that area. Mayor Olive felt that the main concerns were baseline data, property owner agreements, roads, and anything to protect our landowners.

Mayor Pro Tem Gaskins asked what are the depths of the wells? Ray Martin replied 200 to 300 feet. Ray Martin referred to a map showing where the wells are located.

City Manager Hal Hegwer said that last week, they talked about what the city might be able to do with water infrastructure regarding the concerns with the wells. Staff has contacted a consultant who is talking with the North Carolina Rural Center (which is a government-funded agency) to see if there are any grant opportunities available for the city to study to see where we could install water lines in these areas in the county so that it will not be as problematic.

Dr. Foster said that 9,000 acres have been leased in the county. The landowners need to know what to do. They need to have an attorney to go over the lease because everything in the lease is negotiable. He said there is not much legal expertise on this subject. Mayor Olive said that Conservation of North Carolina and the School of Government could give some direction and we need a list of attorneys who know about this issue. Dr. Foster stated that Jeff Ward and two other attorneys went to a conference on this issue.

Dr. Foster said that the wastewater that comes back out of the wells has to be treated and some store it in open pits, which means evaporation occurs. Dr. Foster added that it can be treated; however, a new plant would have to be built to treat it. Ray Martin said that some places use foam made from liquid nitrogen. This reduces the amount of water used from a well by 70 percent. It gets injected into a well and when it comes back out, it comes out like shaving cream.

Martha Girolami, from Chatham County, spoke from the audience against the project and presented a booklet put together titled "Homeowners and Gas Drilling Leases: Boon or Bust?" (Exhibit B) to Administrative Assistant Angela Baker to copy and forward to the members of the committee.

Dr. Foster said that Campbell University is having a science academy for two to three days and one day will be devoted to the exploration of natural gas. The date is March 23 during the day and you can research it on Campbell's website.

City Council Minutes  
March 1, 2012

The next Lee County Environmental Board meeting will be on March 27, at 5 P.M., in the West End Conference Room of City Hall.

**ALL EXHIBITS CONTAINED HEREIN ARE HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THESE MINUTES.**

**ADJOURNMENT**

The meeting was adjourned upon motion of Council Member L. I. "Poly" Cohen. Seconded by Council Member Walter McNeil, Jr., the motion carried unanimously.

Respectfully submitted,

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CORNELIA P. OLIVE, MAYOR

ATTEST:

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BONNIE D. WHITE, CITY CLERK

LAW AND FINANCE MEETING  
Wednesday, March 28, 2012  
1:00 P.M. in Council Chambers

The Law and Finance Committee met on Wednesday, March 28, 2012 at 1:00 P.M. in the Council Chambers at City Hall. The following people were present:

Law and Finance Committee:

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|---|---|
| Mayor Cornelia P. Olive                     | Council Member James Williams                       |
| Mayor Pro Tem Samuel Gaskins                | Council Member L.I. (Poly) Cohen                    |
| Council Member Walther H. McNeil, Jr.       | Council Member Jimmy Haire                          |
| Council Member Rebecca Wyhof                |   |
| City Manager Hal Hegwer                     | City Attorney Susan Patterson                       |
| City Clerk Bonnie White (left at 1:30 P.M.) | Deputy City Clerk Janice Cox (arrived at 1:30 P.M.) |

Absent:

- Council Member Charles Taylor

Consider Presentation from Janice Burke, Financial Advisor with First Southwest—(Exhibit A)

Finance Director Melissa Cardinali introduced Mrs. Janice Burke to Council. She is a licensed CPA and was deputy director of the debt section for the State Treasurer’s Office for many years, and before her retirement was secretary of the Local Government Commission. She has a strong background in debt, debt issuance, and laws of the state of North Carolina. She is now part of First Southwest whom we hired as our financial advisors with the revenue bond deal. They successfully managed us through that debt issuance. She has been asked to return to talk to Council about general obligation debt and options along those lines as far as Downtown improvement projects and others. Mayor Olive asked if Mrs. Cardinali had asked Mrs. Burke to address any consequences of the (possible) loss of the sales tax revenue. Mrs. Cardinali replied that she had not.

Mrs. Burke began her presentation by showing where interest rates are. Using the Bond Buyer Index for General Obligation (GO) Bonds, she showed where interest rates fell for a period of twenty years. The low point is occurring in 2012. An update for today has the rate at 4.01 percent—the lowest in twenty years. The rates declined significantly just in the last year. Mrs. Burke explained that there are three different financing options—general obligation bonds, limited obligation bonds, and bank placed installment purchase. Page 5 of Exhibit A details the pros and cons of each option along with the timing and cost. Limited obligation bonds and bank placed installment purchases are both under the installment purchase statute, but there is a difference in the way you market. Limited obligation bonds are publicly placed to investors across the nation, similar to revenue bonds. She reviewed the details on page 5 of Exhibit A for Downtown Improvements, Jonesboro Parking Lot, Greenway Trail, and Skate Park.

General Obligation Bonds (GOB)--Using this financing, all the projects could be put together at one time or be spread out over several bond sales. Because it is a fairly small sum (\$8.5 million), as bond issues go, Council would probably want to do it at one time with one set of fixed costs. Cost can be spread over twenty years at current interest rates, which is a longer

term than you would ordinarily see at a bank. There are no liens on the property and the security on that transaction is the City's taxing power. Typically, this has the lowest interest rate. The maximum term she has seen from a bank is fifteen years. Voter approval is required. It has higher issuance cost than a direct place bank issue which has a very low issuance cost. Bonds would be sold publicly, so credit ratings would be needed from credit rating agencies. An official statement would have to be prepared. Timing would be five to six months including referendum. Average annual debt service is \$581,000; issuance cost is \$125,000; and total interest is \$3,180,945.

Limited Obligation Bonds (LOB)—This is an installment purchase transaction, but is sold publicly. It has similar characteristics as the GO bond, but project would be completed in its entirety. Because of issuance costs, there would not be multiple sales. Costs would be spread over twenty years at current interest rates. Voter approval is not required and a lien will be put on one of the pieces of property. A lien on City Hall could be the security for all the projects, but the lien property has to have some improvements in the project. The interest rate will be higher than with GO bond. The timing on this one is three to four months. The average annual debt service is \$612,728; issuance cost is \$185,000; and total interest is \$3,489,562.

Bank Placed Installment Purchase (I/P)—This is a direct placed installment purchase. There is a lien on the project, but the maximum is fifteen years to repay. The projects could be spread out over time and completed when funding is available or the project could be completed in its entirety. Voter approval is not required and there are no bond ratings needed. Annual debt service is \$747,264; issuance cost is \$30,000; and the total interest is \$2,428,953.

Mrs. Burke outlined the referendum process for GO bonds, a process which generally takes three to four months. Steps of the process are listed in Exhibit A. It is a schedule you have to follow carefully to meet legal requirements. Once approval has been given through the referendum, the city has seven years in which to issue the debt, and that can be extended three years with approval of the Local Government Commission. Mrs. Burke reviewed a typical timeline for GO Bonds or LOBs. See Exhibit A. The process includes a board review, with careful attention given to the Official Statement to investors. The money is transacted at the bond closing after all documents are finalized. The actual sale process is probably two months. She showed slides of the debt levels of the City of Sanford. Three of the ratios that rating agencies look at specifically are shown in Exhibit A: debt/assessed valuation; debt/per capita; and debt service/operating expenditures. All the city's debt ratios are extremely low—far below average. There is virtually no debt in the city's general fund. She gave a summary of outstanding general fund debt. It indicates that by 2015, there will be no debt in the general fund.

Mayor Pro Tem Gaskins asked Mrs. Burke if the cost of the referendum is covered in the issuance cost for the GO bonds. Mrs. Burke replied that it is not. City Attorney Susan Patterson stated that the Board of Elections has said that if we have a referendum on an election that is not our election year, but is the county election year and other government election year, that they will prorate the cost depending on the percentage of voters for ours and the voters for the whole and the number of items to be voted on.

Council Member Williams asked about including the cost of running water and sewer to a proposed industrial site. Mrs. Burke advised that because a revenue bond has been issued, a privately placed revenue bond would be in order. Council Member Haire asked whether to have the referendum on the May or November ballot or on a separate one so that it would be the most important thing on the ballot. Mrs. Burke stated that some entities go with the May or November referendum because it costs less, but you could have it on any other date.

Mr. Hegwer asked Mrs. Burke for further elaboration. She stated that if the referendum fails, it puts the city in a difficult position to go out and issue debt. It gives possible investors pause if you have a failed referendum for those projects. Mayor Olive asked if on the referendum, the projects were listed individually and some passed and some failed the referendum, how that would change the consideration. Mrs. Burke stated that you could issue the ones that pass, but you would have to reconsider the project for the ones that fail. Each project could have separate funding.

#### Consider Request from Chip Dodd with Waste Management on Recycling

Ms. Dodd introduced Kathy MacNish with Waste Management in Sanford. Ms. Dodd stated that there is focus on sustainability today. Sustainability goals are being set in communities and green initiatives are being implemented. Ms. Dodd stated that Waste Management leads the industry in increasing recycling; increasing waste energy production; investing in cleaner technologies; and protecting wild life habitats. She has recently learned that cart, rather than bin, collection of recyclables increases the amount of recyclables by about 80 percent.

Ms. Dodd reported that Sanford has about 8,800 homes, each having an eighteen gallon recycling bin by which Waste Management picks up the recyclables once a week. About forty percent of the homes put their bins out on pickup day. Acceptable materials include aluminum and steel cans; plastic containers #1-7; three colors of glass bottles and jars; and all sorts of paper—newspapers, magazines, catalogues, phone books, office paper, junk mail, cardboard boxes, etc. By tractor truckload, these items are carried to Waste Management's processing plant, Recycle America, in Raleigh. Here, the materials are separated as to type and sent to recycling plants to be made into new products. The current rate (established in new contract in 2008) in Sanford is \$2.55 per home per month for recycling. All indications to Waste Management are that the collections are running smoothly.

Ms. Dodd highlighted a few programs where cities have implemented successfully a cart system for picking up recyclables. These include Fayetteville with 60,000 homes; Fort Bragg with 6,400 homes; Siler City; and the Town of Clayton with about 6,000 homes. She shared a proposal for Sanford. She proposed switching out the 18 gallon bins for 65 gallon carts. The collection schedule would be shifted to an every other week pick up. Rates would be held at the current \$2.55 per home per month. This includes their investment of the 65 gallon carts, a value of over \$400,000, and they would have to purchase a new truck to pick up the carts. She proposed delivering the carts and getting the program started July 1, 2012, and extending the current recycling and garbage contract for another five years at next year's renewal time. That would allow Waste Management to depreciate that capital they would have to invest to make the program work. They would also offer to waive the 2012 CPI increase on the recycling and

garbage rates for collection, not the disposal part. CPI is now running about 3.3 percent. Ms. Dodd stated that the saving over the life of an extended contract comes to over \$185,000.

Ms. Dodd stated that her proposal offers a 65 gallon cart. There is a 95 or 96 gallon cart which is the same size as the garbage cart. She stated that the city could choose the 95 gallon cart, the 65 gallon cart, or they could let the resident choose which one they preferred. Also, the City could purchase the carts and take advantage of a state grant that is up to \$75,000. If Waste Management were to buy a larger cart, there would be a slight increase in the \$2.55 per home charge per month. If City buys the carts, there would be a reduction in that charge. If City approves a cart collection program by June 1, 21012, there is a rewards program, Recycle Bank, that can be implemented here with no charge for the first two years. Then, if City wanted to continue it, there would be a nominal charge per home, per month. The program involves residents earning and redeeming points. The average value of earned points is \$165 a year going back to the participant. The rewards are through such businesses as Coca Cola; Bed, Bath, and Beyond; restaurants; grocery stores; and McDonalds.

Ms. Dodd stated that Waste Management values its time in Sanford and working with the City and wants to continue doing that and being involved in the community. They have been supportive of fundraisers following the tornadoes; the Lights on Broadway program; the Lion's Club and the fair. District Manager, Kathy MacNish, is president of the San Lee Rotary Club. They support the Chamber of Commerce, Lee County Arts, Broadway Optimists, Sanford Pottery Festival, and Sanford Exchange Club. They supported the Family Fun event last year at the airport and were the title sponsor of Sustainable Sandhills sustainability symposium in 2010. They use a robot at schools and other events to promote recycling. They are proud of their contribution of wrought iron trash cans in Downtown—a contribution of \$50,000. She stated they are committed to giving Sanford first class service and supporting the community in different ways.

Council Member Cohen asked if trash cans would remain the same size and if trash would continue to be picked up weekly. Ms. Dodd responded yes to both questions. Council Member Wyhof asked if Sanford increased its amount of recycling, would we see a savings in the disposal fee. Ms. Dodd stated that it would hold the fee at \$2.55 to include what they thought the savings would be. Mr. Hegwer stated that the city's contract with Waste Management expires in July of 2013, so there is time for Council to study and come back to discuss if they have additional questions. Council Member Williams asked if the new truck Waste Management would need to buy would be like the trash trucks with a lift arm. District Manager Kathy MacNish answered that it would be the same as those used in other towns with an elevated arm. She stated the trucks currently cost \$305,000.

#### Consider Discussion Regarding Loan Proceeds for Resurfacing, Golf Cart Paths, and Street Reconstruction

City Engineer Paul Weeks stated that during the budget discussions for this fiscal year, it was discussed that City would obtain a loan to do about \$1.1 million worth of resurfacing in the City. That included approximately \$150,000 of work on the cart paths at the golf course. During the process of analyzing the projects and the financing, it became apparent that we may want to break the golf course cart paths out of the resurfacing due to the mechanism of the loan. If we

were to get a loan, it would be possible that we would end up with a lien of \$1.1 against the golf course for \$150,000 work at the golf course. For that reason, staff suggests breaking the golf course out of that \$1.1 million loan.

Financial Services Director Melissa Cardinali stated that the implication of that is that you would opt to pay cash or take money from General Fund Balance to pay cash for the cart paths as it does not seem prudent to borrow over \$1 million for paving and then have that lien attached to the golf course and our hands would be tied at the golf course. At the next Law & Finance meeting, Ms. Cardinali would be back to proceed with financing the balance of the paving and a reimbursement resolution so engineering can get started with a project on Wilkins Drive. Mayor Olive asked how our hands would be tied at the golf course. Mrs. Cardinali stated that a lien would be placed on the property and the bank would be getting a wonderful piece of property and we would only be doing about \$150,000 worth of work there.

Mr. Hegwer reread part of the Budget Message on Page 2 which stated, "During FY 2010-2011, we were unable to fund our street maintenance at historic levels. Our revenues have shown some increases this year; however, there is still not sufficient revenue to accommodate funding for our street resurfacing program in this year's budget, let alone to make up for the work that was not performed last year. The only palatable way to fund such an expense without substantially reducing our Fund Balance levels is to borrow approximately \$1.1 million. This loan would be used to perform street maintenance activities such as resurfacing and patching. In addition, a portion of the loan proceeds will be used to rehabilitate the golf course cart paths. This will enable us to realize savings due to the economies of scale." In another section, "Due to the continued deterioration of cart paths, it is prudent to set aside \$100,000 to \$150,000 in borrowed funds for this rehabilitation. In FY 2008-2009, we set aside \$40,000 to resurface cart paths, but we put it on hold indefinitely due to the sluggish economy."

Mr. Weeks explained that about 12,800 feet of path need to be rehabilitated, some of which would be of lower priority. There is a bid out now to do work on golf course paths which would cover about 5,500 linear feet, a little less than half of what needs to be done. Caterpillar has asked about going to the golf course and using their planer on that section of the golf course path to be rehabilitated. Mr. Weeks stated that we might see some savings having the path base prepared, and help Caterpillar get some information on a new piece of equipment at the same time. Then we would just have to asphalt over the path. Mayor Olive asked how long the golf course would have to be closed to make the repairs. Using the Caterpillar machine, Mr. Weeks stated he believed it would be less than going in to dig and replace. He is not sure of the amount of time, but is meeting with Caterpillar next week to go over the project scope. This is no cost to the City.

Mayor Olive asked how that relates to the specifications that were drawn for the initial project. Mr. Weeks stated they would either postpone or cancel the bid that is out now and not open it. Once it has been determined what we can do with the Caterpillar equipment, the project would be rebid or modified. Council Member Williams asked if there were any plans to use the equipment on a real street. Mr. Weeks stated that it has been talked about and Caterpillar is eager to work with the City on as many projects as we'd like to. Council Member McNeil asked

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if the course would have to be closed for the work. Mr. Weeks stated that it was not their intent to close the golf course—there will be some impact, however.

Consider Request Through Department of Transportation for Additional Landscaping and Updating and Enhancing Two Intersections—(Exhibit B)

General Services Manager Tim Shaw stated that he has been having conversations with the DOT in Aberdeen regarding what Council had discussed in retreat. DOT could have some funding through their general operations budget available by which we might get additional enhancements done for the intersection of Mt. Pisgah and US 421. Only two of the four quadrants have been done some time ago, and Mr. Shaw has asked that they re-enhance the area already there, as well as at US1 and Spring Lane. A letter of request is prepared for the Mayor to sign. Maintenance for us would be minimal.

Mayor Olive asked where we were going to have our Sanford sign in that area. Mr. Shaw stated that nothing had been decided about putting signage up. He stated an engineering firm would have to design it because of state criteria requirements.

Consider Award of Bid for 2012 Custom Rescue Truck for Fire Department—(Exhibit C)

Captain Michael Thomas of the Sanford Fire Department stated the truck apparatus committee had one person from each shift who could report back to those working the same shift. He explained that this truck will replace the current equipment truck that is over thirty years old. There is a drawing of the recommended truck included in this exhibit. Vendors were given the precise details the fire committee was looking for. The bid opening was March 2, 2012. The low bid came in at \$289,886 from Rosenbauer. They had not included all the equipment for the truck in the specifications' process because they thought the truck would come in at a lot higher price. Their recommendation is to approve the low bid.

Mayor Olive asked what was on this truck that was not on our existing truck. Captain Thomas responded that it would have a light tower and a newer-designed, easier-to-use cascade field station. Equipment can be accessed from inside the truck instead of having to use stairs to get on top of the truck for storage. It will have a 25kw PTO generator so you won't have to fill the generator up with gas like the one they are now using. It will have ladders, pipe poles, and a lot more storage. The old truck has a gross vehicle weight of about 10,000 pounds and the new one is about 44,000, so it will carry about four times the equipment.

Council Member Cohen asked why only three of the six bidders responded. Captain Thomas did not know why some did not respond. Fire Chief Wayne Barber explained that two did not send in any kind of response and the local dealer responded that one of the specifications in the bid was that it carry a \$30 million product liability to help cover the City in case a problem developed in the truck later. His company did not carry \$30 million product liability, so he did not place a bid on it. Council Member Williams asked if the old truck had back upper and lower lights. Chief Barber stated that the old truck did not have any scene lighting, whatsoever, unless the generator was cranked and a tripod was sent out with a light on it. The new truck has scene lighting on the rear, on both sides, and even on the side of the cab, as well as the light tower that can light up the entire scene.

Council Member Haire asked what would be done with the truck that is being replaced. Chief Barber stated it would be declared surplus and sold as it is a 1977 model Chevrolet. The new truck will carry equipment for use with wrecks, as well as fires, and will be housed at Central Station. Council Member McNeil verified that this truck would enable them to carry the equipment without the use of trailers. The new truck will give extra rescue capability.

Consider Certificate of Sufficiency for Voluntary Annexation and Resolution Fixing the Date of Public Hearing for Voluntary Annexation—(Exhibit D)

Community Development Director Bob Bridwell explained that this is a continuation of the annexation process on the property on the southeast corner of Tramway on US 1 and NC 78. These are the next two steps—certification process and setting the time and date for the public hearing. The public hearing is set for 7:00 P.M. on April 17, 2012 in Council Chambers at the City of Sanford Municipal Building. A shopping center design seems to be in process, but Mr. Bridwell has not been told what will be there.

Consider Resolution to Temporarily Close Streets in Support of the East Sanford Cleanup and Block Party—(Exhibit E)

Community Development Manager Karen Kennedy stated that the Mayor's Housing Task Force has been working hard on a cleanup event for 2012. The section to be worked on this year is McIver Street from Market Street to Seventh Street. However, only portions of McIver from Third to Seventh and Fifth Street from Maple to McIver will be closed from 8:00 A.M. to 4:00 P.M. The Board of Directors has taken the lead in this event and many churches and community groups are working on this project. The event is scheduled for Saturday, April 28. Mayor Olive stated that over two hundred people turned out to help last year, and she expected that many this year.

Consider Ordinance to Temporarily Repeal a Portion of Section 36-115(a)(1) of the City of Sanford Code of Ordinances—(Exhibit F)

Director of Downtown David Montgomery explained that he would take this item and the next item on the agenda together. This ordinance was requested by staff to extend the temporary repeal of a portion of North Steele Street. This was part of an original petition from some of the downtown merchants on that block to look at the two-hour parking restriction. This will allow city staff and Council to look at the plan of recommendations from Downtown Sanford contained in Exhibit G. Parking issues were looked at throughout downtown. Their objective was to develop a long-range plan. Some things may be able to be implemented quickly and others may be three to five years from now and others may be long term solutions. DSI's vision was for all downtown parking to be an easy and enjoyable experience offering convenience, service, and value to customers, business owners, and employees. There was a public meeting of Downtown merchants in October. Over and over in that meeting, it was stated that customers should come first. A Downtown survey, focusing on parking, was conducted. The recommendations include creating more off-street parking; increase awareness of off-street parking; educate employees about parking options; and increasing parking limit from two hours to three hours.

A parking supply inventory was also conducted by foot and using GIS. They counted on street public parking spaces and used GIS for private parking lots. In total, there were 2,157 spaces in the study area, including both off street and on street. There were 1,550 spaces off

street with over 1,100 private and over 400 public/semipublic spaces. There were about 607 public parking spaces on street. An occupancy count was also conducted. Graphs are included in Exhibit G. Occupancy got to about 85 percent around noontime. That is considered high demand. There are enough spaces to meet demand overall, but some streets do not have enough parking to alleviate the demand for parking on that street. Outside areas may have more parking than they have need. The two blocks most affected are the blocks of Horner, Carthage, Moore, and Wicker Street. Future demand might require an additional fifty-three spaces.

Recommendations from Downtown include keeping the two-hour restriction on the 100 Block of South Steele Street, but for everything else to go to a three-hour restriction and adding additional streets that don't have any restriction now in the Chatham Street/Charlotte Avenue area. They have talked about the possibility of acquiring the First Citizens' lot next to Kelly's School of Dance and the San Lee Parking Lot directly across from the Temple Theater. They recommend going ahead with the Way Finding signage. They suggest perhaps waiving the first time fine for parking offenses because it can be a deterrent to first time visitors for return visits. Another recommendation is for the City to purchase hand-held ticket writers to help with consistent enforcement and help the officers identify cars that have numerous violations. Fines could be pro-rated based on number of violations. It may be of assistance where warrants are concerned or stolen vehicles. They recommend encouraging biking by installing some bike racks throughout Downtown. Council could consider creating a parking fund using the funds from parking tickets and the subleased lots that DSI has.

Mr. Montgomery stated that the data in this report indicates the complicated nature of parking issues, but in the end is critical to the success of any parking plan or program to realize that customers' short-term parking must take priority in areas where retail activity is predominant and that employee long-term parking is a priority only outside those areas. Mayor Olive stated that it seemed one of the problems initially was that people who worked in the stores were monopolizing parking spaces downtown, and asked if that would be exacerbated by extending parking to three hours. Mr. Montgomery stated he did not think so, but going any higher than three hours would.

Council Member Williams stated that some of the women who work downtown do not want to walk in the dark to Cole Street parking. He asked if Mrs. Gurtis or the Wild Bill Auction House had been contacted again about their parking spaces. He stated the only solution he thought would work would be to add spaces. Mr. Montgomery stated he had not had any conversations with them with regards to parking. Mr. Williams thought it would be good to know what amount of money would be required to buy those spots.

Consider Downtown Sanford Parking Study—(Exhibit G)

This information was covered in the item above.

Consider Development Report and Permits Issued Report—(Exhibit H)

Community Development Director Bob Bridwell reviewed the development and permits issued reports for January and February as contained in Exhibit H.

OTHER BUSINESS

Mayor Olive stated that volunteers are needed to help in the cleanup of Woodland Avenue.

**ALL EXHIBITS CONTAINED HEREIN ARE HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THESE MINUTES.**

ADJOURNMENT

Having no further business to discuss, the meeting was adjourned upon the motion of Council Member James Williams; seconded by Council Member Walter H. McNeil, Jr., the motion passed unanimously.

Respectfully submitted,

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Cornelia P. Olive, Mayor

ATTEST:

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Janice Cox, Deputy City Clerk

MINUTES OF THE SPECIAL MEETING OF THE  
CITY COUNCIL OF THE CITY OF SANFORD  
SANFORD, NORTH CAROLINA

A special meeting of the City Council was held at the Sanford Municipal Center, 225 E. Weatherspoon Street, on Wednesday, April 25, 2012 at 1:00 P.M. to receive comment from the public and businesses regarding the method of sales tax distribution from per capita to ad valorem by Lee County.

The following people were present:

- |                                  |                                      |
|----------------------------------|--------------------------------------|
| Mayor Cornelia P. Olive          | Council Member L. I. (Poly) Cohen    |
| Mayor Pro Tem Sam Gaskins        | Council Member Rebecca Wyhof         |
| Council Member Jimmy Haire       | Council Member Walter H. McNeil, Jr. |
| Council Member James G. Williams | Council Member Charles Taylor        |
| City Manager Hal Hegwer          | City Clerk Bonnie D. White           |
| City Attorney Susan C. Patterson |                                      |

Mayor Cornelia Olive called the meeting to order. She advised that this meeting is being held to hear from the public and businesses that would like to comment regarding the redistribution of sales tax by the County of Lee.

**ITEM FOR CONSIDERATION**

**Receive Comment from the Public and Businesses Regarding the Method of Sales Tax Distribution from Per Capita to Ad Valorem by Lee County**

James W. Mills, residing at 325 North Franklin Drive, said that he is 81 years old and has spent about half of his working years working in municipal and county government. He is very familiar with some of the issues that come up. He said the method of sales tax distribution by the County of Lee does not need to change. Mr. Mills said the City is doing a good job and they will continue to do better than Lee County. He is in support of whatever it takes to keep the method the same as it has been in the past. He does not agree with the County changing the method of sales tax distribution.

Kirk Smith, residing at 3108 Avents Ferry Road, said that, as a county taxpayer, he wanted to thank the Council for subsidizing the City's golf course; thank Council for the opportunity to subsidize the theater; thank Council for the opportunity to subsidize the Economic Development Corporation; thank Council for the opportunity to subsidize the City's excessive fund balance and the City's parks and recreations. He said most of all he enjoys subsidizing the water treatment plant that is going to benefit Chatham County. Mr. Smith said the primary role of government is to protect life, liberty, and property. He is appalled by the fact that any time the City talked about redistribution of monies, the first thing the City wanted to do is cut firefighters and law enforcement when their responsibility is to support and protect life, liberty and property. He encouraged Council to cut some of the fat that the City budget has on some of the items he mentioned. He recommended working with the County and maybe investigating more of the possibility of doing one-half and one-half like Onslow County does where one-half is ad valorem and one-half sales tax. He urged them not to raise taxes.

Bob Joyce, residing at 2003 Vantage Pointe, representing the Chamber of Commerce, said that their board is very concerned about the redistribution of sales tax because most businesses are located within the City limits or the Town of Broadway. They believe without any other adjustments, that a strict shift in the sales tax distribution would put a disproportionate burden on businesses. He said before anything is decided, we need to have some very serious discussion at how we arrived at this point. We have tried to balance for years and years, the tax burden between the City and the County. We have done a fantastic job in this community of merging City and County departments and the sales tax distribution is a part of that entire puzzle that has been put together over thirty years. One of the reasons that a large portion of our industrial park is not included in the City and the City receives no property taxes from a large portion of this park because of these agreements about sales tax distribution. This puzzle has been put together for over thirty years and has served the community very well and before we make any drastic changes to the way the tax burden is shared between the City and County taxpayers, we need to study it very carefully.

Keith Clark, residing at 212 Acorn Drive, presented a powerpoint presentation (Exhibit B) on this issue. He said he has a different perspective on this issue. He would like to put into perspective this issue as it confronts the County. The County faces two challenges. You must create acceptance of two facts: (1) As Sanford goes, so goes Lee County; if you cut the heart out, the rest of the body shrinks; (2) You are going to have to create public acceptance that Sanford's management of current sales tax allocation is the highest and best use of the revenue. He said the issue of sales tax allocation is political and the odds are against a good solution for Lee County. The issue could be unfavorably ended in December 2012. Politics are the activities associated with the governance of a geographical area. The genesis of the issue is more than seeking a narrow electoral objective. There is one but it is not his purpose. There are different budgetary demands on the bodies; different perceptions of stewardship; nature of leadership; and shared agreements. It is a political issue, not in the sense of Republican versus Democrat or an effort by the Council to elect or not elect an individual but it is a political issue in that this public opinion needs to be swayed because part of politics is a process by which things are governed. When he is talking about political, he is not talking about getting involved in a specific race, but about creating an environment in which citizens can make the best assumptions.

Mr. Clark stated we should use respected local leaders as an Action Team to lead concept implementation; commit all the resources recommended by the Action Team; and monitor and recommend corrective action. He said he is not talking about what needs to be done by the Action Team but he is talking about staff under the direction of the mayor and council. He suggested having an outside group to be the quality control group to make sure we are staying true to whatever we agree to do. Now is the time to establish a reputation for outstanding leadership.

He went over some initial steps and urgent actions that he felt should be taken as listed on the Exhibit B. He said Council has two challenges. One is to create public acceptance of the idea that if Sanford goes, so goes Lee County; what is good for Sanford is good for Lee County. Second, you have to demonstrate between now and November and convince the public that Sanford's management of the current sales tax allocation is the highest and best use of the revenue. Mr. Clark explained that this will require Council to act in a different way than they

have acted before; make some strategic decisions; move forward firmly and quickly in a manner and style Council has yet to demonstrate. Mr. Clark stated that he believes it is important that this be done so that the best decision can be reached and he believes it is to leave the sales tax distribution method as it is now.

Council Member Williams said that the City Council has worked with the County on a number of issues, such as the airport. The City invested in the airport and we are seeing some benefits but not in the way of property; the County collects the taxes. Mr. Williams felt it started last year when the budget was being discussed and Council decided to give the City employees a cost-of-living raise and the County did not. We need to talk with each other to know what each entity is doing, possibly through the managers, to let them know which way our budget is going so they can follow suit, or we can reach some kind of consensus so we are not out of step with each other.

Mayor Olive asked if there was anyone in the audience that wanted to speak and did not sign up. There was no response.

**ADJOURNMENT**

Having no further business to come before the council, the meeting was adjourned upon the motion of Council Member Walter McNeil, Jr. Seconded by Council Member L. I. "Poly" Cohen, the motion carried unanimously.

Respectfully submitted,

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CORNELIA P. OLIVE, MAYOR

ATTEST:

\_\_\_\_\_  
BONNIE D. WHITE, CITY CLERK

LAW AND FINANCE MEETING  
Wednesday, April 25, 2012  
Held Immediately Following the Special City Council Meeting  
At 1:00 P.M.  
Council Chambers

The Law and Finance Committee met on Wednesday, April 25, 2012, immediately following the Special City Council Meeting held at 1:00 P.M., in the Council Chambers at City Hall. The meeting started at 1:20 P.M. The following people were present:

Law and Finance Committee:

- |                                  |                                   |
|----------------------------------|-----------------------------------|
| Mayor Cornelia Olive             | Council Member Rebecca Wyhof      |
| Mayor Pro Tem Sam Gaskins        | Council Member Walter McNeil, Jr. |
| Council Member L.I. (Poly) Cohen | Council Member James Williams     |
| Council Member Jimmy Haire       | Council Member Charles Taylor     |
| City Manager Hal Hegwer          | City Clerk Bonnie D. White        |
| City Attorney Susan Patterson    |                                   |

Mayor Olive called the meeting to order. She welcomed long-time Senator A.B. Swindell in the audience.

Consider Presentation from JoBrent Austin with Waste Industries, Inc. – (Exhibit A)

Ted Habets, from Waste Industries, introduced JoBrent Austin, Travis Hitchcock and A.B. Swindell from the company. He presented Council with a welcome letter summarizing some of the topics he will talk about regarding Waste Industries. He said that in the summer of 2013, the City’s current contract for solid waste and recycling collection services expires. He mentioned that Council is currently considering a proposal to extend its contract with the current contractor, Waste Management.

Mr. Habets gave a bio on Waste Industries; it is a privately-owned solid waste collection and disposal company. They were founded over 40 years ago in Raleigh and they are still based there. *Forbes Magazine* recently recognized Waste Industries as one of the top 200 small companies in America. It is a family-oriented business. The company’s first employee, Jim Perry, is still involved with the company and sits on the board as the chairman of the board of directors. They service customers throughout the southeastern United States. Within the reach of Sanford, they have collection operations in Raleigh, Durham, Graham, Greensboro, and Fayetteville.

Since 2008 when they were in the running for the City’s contract, they have developed their business substantially in Moore County and feel they can offer the best value and highest levels of service to the City. They have enjoyed a lot of growth in Lee, Moore and Chatham counties. They are looking to site another hauling facility in the area as he speaks.

He said that Waste Industries offers the standard household solid waste collection, and promotes curbside recycling services using large 65 or 95 gallon rolling carts. They also have a partnership with a company that allows them to offer incentive-based recycling perks for recycling services. Their experience has shown that just converting to a large rolling cart increases participation rates on recycling.

Mr. Habets said that municipal work is a large part of their business. They service 176 municipalities in North Carolina. One of the features they are currently working on is a live on-line web portal from municipal customers that facilitates communication and documentation on all service requests from them and their customers to ensure smooth service delivery and open lines of communication. They also provide commercial and industrial collection services to a number of businesses in the area.

Mr. Habets announced that they have a new, compressed natural gas fueling station going online in Durham, North Carolina. In the second quarter of 2012, their fleet in Durham is being converted to CNG trucks. These trucks will soon be out in the community servicing customers. You will see them in the Town of Pittsboro soon as they start to integrate those trucks into their fleet.

He said that the biggest point they wanted Council to know is that they are aware of the savings other municipalities in the area have enjoyed recently by putting their contracts out to bid. He noted that the City of New Bern, City of Lumberton, Columbus County, and the Town of Pittsboro chose to not extend their existing service agreements. As a result of the competitive bidding process, they have enjoyed from 10 to 30 percent cost savings.

Mr. Habets said that they feel if Sanford's contract goes out to bid, we would enjoy similar savings.

Council Members asked questions regarding carts, the compressed natural gas, and the overflow of garbage.

Mr. Taylor stated that as Council goes through the process, be reminded of protecting the integrity of our bid process.

Ms. Wyhof said she has been asked about expanding the number of items that can be recycled in their rolling carts. She asked if they can have a list included in the bid process.

Consider Ordinance Repealing the Handicap Parking Restriction on a Parking Space Located in Front of 321 N. Steele Street of the City of Sanford – (Exhibit B)

City Engineer Paul Weeks informed Council that staff has received a request from the resident at 321 N. Steele Street to repeal a no-parking restriction in front of her house. According to the resident, the previous resident was handicapped and had requested this handicap parking spot in front of the house. She is no longer living at that house so the current resident would like to have it repealed.

Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2011-2012 - (Exhibit C)

City Engineer Paul Weeks advised that after the tornado last year, one of the outcomes of that disaster was our water and sewer rights-of-way were blocked by fallen debris and trees. We needed to get those cleared so we could maintain our water and sewer lines. Staff bid the project out and hired a contractor and paid the contractor. The work was completed and we have recently received reimbursement from FEMA for the funds that were spent to clear the rights-of-way. Those funds went into the General Fund account and not into the sewer capital account

from which we paid the contractor. Staff is asking Council to move that reimbursement from the General Fund to Sewer Capital so they can spend those funds on sewer projects.

Consider Lease for Community Garden on Hudson Avenue – (Exhibit D)

Public Works Administrator Laura Spivey stated that this lease is for Lots 10 and 11 on Hudson Avenue in the Washington Park Redevelopment area. The lessee is Crystal B. McIver with Steele Bridge Life Coaching. The lease would be for a period of one year beginning May 1, 2012. The lots would be used for a community garden project in which Ms. McIver has a committee of volunteers and community people that would like to see this project proceed. She has also asked, that considering the planting season is coming to a close, if Council would consider her going ahead and starting the project this week. Mayor Olive asked if there was a provision in the lease that stated she would return the lots to its clean state once the garden is over. Mrs. Spivey replied that the lease gives Ms. McIver the option to renew the lease after one year if she would like to continue the garden the following year. The lease states that anything put on the lot would be removed such as a bench, etc. She said the lot has to be maintained the same way that City personnel maintain it, which means keeping it mowed and cleaned. It was the consensus of Council to let Ms. McIver to proceed with her plantings.

Consider Recommendation for Classification and Pay Study – (Exhibit E)

City Manager Hal Hegwer said this will be a budgetary issue and staff did not talk about this at the retreat. He would like to budget this plan in next fiscal year's budget.

Human Resources Director Christy Pickens said that the request is to include \$32,000 in Fiscal Year 2012-2013 to cover the estimated cost of a classification and pay study. She stated that maintaining competitive jobs and associated pay grades is a strategic priority for the City that enables us to attract, recognize and retain valuable workers. In an effort to maintain a competitive edge, the City regularly participates in various annual wage and salary surveys. We have also had the North Carolina League of Municipalities to conduct classification and pay plan studies for us in the past years. Through the use of a consultant, we had a modified study completed in 2006. The salary data was solicited from eleven public agencies and recommendations were submitted at that time to the City for consideration. The City implemented one of the recommendations which was to add one additional step to the pay schedule; however, there were no changes implemented to any of the positions, salary grades, or to employee salaries at that time. The last comprehensive study that we have had was in April 2000. During that time we had job descriptions reviewed and updated; salary data that was collected from public agencies; classification decisions were made; and employee salaries were adjusted to maintain the competitive position in the local area market.

Mrs. Pickens said it has been twelve years since the study was done and staff is recommending that we complete a new study this upcoming year. They will look at including a review of the current job descriptions to ensure that the incumbents and supervisors have the opportunity to make sure they are still accurate and thorough. Staff will conduct an analysis and look at verification with those individuals. They will look at new class description development; assignment to proposed classes if they need to make changes to where individuals are classed within that schedule; and collect salary data from similar agencies.

She stated that it will be imperative that the City review specific employee salary data to ensure that the pay compression is not a major concern. Pay compression occurs when we have

a situation where there is only a small difference in pay between employees regardless of the skills or the experience they have. It is also referred to in the market place as salary compression. Salary compression is the result of the market rate for a given job outpacing the increases that are historical given to an employer who has high-tenure employees within the organization. Therefore, sometimes new hires are recruited at a higher rate and you see some differences between that individual and those senior professionals on staff. They can run the salary compression study at the same time they run the classification and pay plan study. As the economy improves, there is going to be some real challenges that the City faces in retaining, developing and finding skilled individuals to fill the necessary and essential services that we have. Mrs. Pickens said that staff is asking Council to review this for consideration in the 2012-2013 budget.

Consider Development and Permits Issued Reports – (Exhibit F)

Community Development Director Bob Bridwell gave an update on new building permits and commercial rezoning approvals issued.

Other Business

Council Member McNeil stated that regarding the lease for the community garden; the land is urban renewal land and he felt that the city manager should have the authority to sign the leases for the land rather than it being brought back to Council every time someone wants to lease land for community projects such as this one. Attorney Patterson clarified if this is for any city-owned lots within the urban renewal area and if he would like to have a resolution delegating the authority to the city manager to sign leases of a certain period of time (less than ten years) for community based projects. He replied yes. Mayor Olive said that Council would want to know anything that comes up like this. A report would be adequate.

Mr. Hegwer advised that he spoke with Mr. McNeil before the meeting because he had inquired about the lot. In the historic district, there are lots that were purchased through FEMA where we had flooding issues in the past. The Council granted the manager the authority to lease those lots no longer than one year and many of them have been leased for community garden type situations. Mayor Olive said she likes to know where they are because she went by and visited them and she felt it was good to have support from Council. Mr. McNeil said he did not mean to not let Council know about them, but once the lots are leased the information would go to Council. Council could get the information from the city manager about leasing the land.

Mr. McNeil asked if staff could call the State about Horner Boulevard to see when it is going to be paved because a lot of people have had to get their front-ends on their vehicles aligned.

Mr. Cohen advised that early voting started this week and urged everyone to vote. He announced that this coming weekend is Sporting Clays annual major shoot. People will be coming in from all over the country.

Ms. Wyhof congratulated the Town of Broadway on a fantastic festival last weekend. It was a tremendous way for the community to come together and she had a wonderful time.

Mr. Haire invited everyone to the open house of several homes this coming Sunday on the block of Green Street between Gulf Street and Horner Boulevard, from 1 P.M. to 6 P.M. It is a remarkable turn-around on those homes.

Mr. Williams said he received a call regarding the city's tap fee for some residents who already have city water but wanted to put in an irrigation system. They were complaining about the tap fees being higher than Harnett County. Mr. Czar replied that the part they did not tell him was our first tap fee is a lot less than Harnett County's. If you combine the City's two tap fees for a residential tap and an irrigation tap, it is actually less than if you get a residential tap and irrigation tap in Harnett County. We charge the same fee for each tap. Harnett County charges a reduced rate for their irrigation tap but they charge \$1,700 for the first tap.

Mayor Olive invited the public to participate in the Second Annual East Sanford Cleanup. They will be working on McIver Street from Market Street to Seventh Street. The lead team for this year's cleanup is the Sanford Board of Realtors. They are expecting over 200 people to come out and help clean up this area.

Closed Session

Upon a motion duly made by Council Members James Williams, seconded by Council Member Walter McNeil and passed unanimously, Council went into closed session in accordance with N.C.G.S. 143-318.11(a) (1) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States or not considered a public record within the meaning of Chapter 132 of the General Statutes.

**ALL EXHIBITS CONTAINED HEREIN ARE HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THESE MINUTES.**

RETURN TO REGULAR SESSION AND ADJOURNMENT

Having no further business to come before the Law & Finance Committee, the meeting was adjourned upon the motion of Council Member L. I. "Poly" Cohen, seconded by Council Member James Williams, the motion passed unanimously.

Respectfully submitted,

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Cornelia P. Olive, Mayor

ATTEST:

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Bonnie D. White, City Clerk

RESOLUTION AUTHORIZING THE ADVERTISEMENT  
OF AN ELECTRONIC AUCTION TO SELL  
CERTAIN PERSONAL PROPERTY  
OF THE CITY OF SANFORD

WHEREAS, on behalf of the City Council and pursuant to G.S. 160A-270, the city manager will hold an electronic auction to sell certain personal property belonging to the City, as shown on the attached sheet, and any additions or deletions thereto; and,

WHEREAS, the City Council proposes to accept the offer of the highest responsible bidder.

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

1. The Sanford City Manager or his designee is authorized to sell at electronic auction certain person property belonging to the city, as shown on the attached sheet, and any addition or deletions thereto and to accept the offer of the highest responsible bidder.
2. The electronic auction will begin at 9 a.m. on June 4th, 2012 at the following website [www.govdeals.com](http://www.govdeals.com).
3. The city clerk shall cause a notice of this resolution to be published in accordance with G.S. 160A-270.
4. Terms for the electronic auction are that payment in full is due no later than five (5) business days from the time and date of the buyer's certificate. Payment must be made electronically through the GovDeals website.

Acceptable Forms of Payment are:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>. Paypal</li> <li>. Wire Transfer</li> <li>. Visa</li> </ul> | <ul style="list-style-type: none"> <li>. Master Card</li> <li>. American Express</li> <li>. Discover</li> </ul> |
|---|---|
5. All items must be removed within 10 business days from the time and date of issuance of the buyer's certificate. Purchases will be released only upon receipt of payment as specified.
  6. The buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will the City of Sanford assume responsibility for packing,

loading or shipping. Property may be removed between the hours of 9:00 am and 3:00 pm., Monday through Thursday, excluding legal Holidays.

7. The City Council reserves the right to reject any or all bids.

ADOPTED this 15th day of May, 2012.

\_\_\_\_\_  
Cornelia P. Olive, Mayor

ATTEST:

\_\_\_\_\_  
Bonnie D. White, City Clerk

## Property List

### 2012 Surplus Vehicles

94 Buick Park Avenue	1G4CW52L2RH608063
99 Chevy Tahoe	1GNEC13R7XR104799
96 Ford Mustang	1FALP42X8TF223520
99 Chevy Tahoe	1GNEC13R3XR152770
77 Mack CF Fire Truck	VIN # CF685F1988

### 2012 Surplus Property

Katolight SP Series 250 kW Generator	MN SED250FRJ4
Lot of Computers, Keyboards, Monitors, Printers and Faxes	
Lot of Pictures	
Lot of Obsolete Phones and Radios	
Large Printer	



# North Carolina Department of Public Safety

## Prisons

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Beverly Eaves Perdue, Governor  
Reuben F. Young, Secretary

Jennie Lancaster, Chief Deputy Secretary  
Robert C. Lewis, Director

May 01, 2012

Mr. Phillip Hegwer, City Manager  
Ms. Cornelia Olive, Mayor  
City of Sanford  
P. O. Box 3729  
Sanford, N.C. 27331-3729

Re: Renewal contract for inmate labor between the City of Sanford and the North Carolina Department of Correction

Attached for your review and approval is the proposed labor contract between Sanford Correctional Center and the City of Sanford Public Works. The inmate Labor Contract was revised in (2010) and now includes information concerning the Prison Rape Elimination Act of 2003 (PREA). This revision is noted on Page 7, Part VII (Logistics), of the labor contract. There is no change in the contract amount. Our current contract will expire June 30, 2012 and it is our recommendation that the contract be renewed for the period of July 1, 2012 through June 30, 2013. We look forward to working with Steve Stewart and his staff during the upcoming year.

Sincerely,

Van Frizzelle, Program Director I  
Sanford Correctional Center

**MAILING ADDRESS:**  
Sanford Correctional Center  
P.O. Box 2490  
Sanford, NC 27330  
[www.ncdps.gov](http://www.ncdps.gov)



An Equal Opportunity Employer

**OFFICE LOCATION:**  
Sanford Correctional Center  
417 Advancement Center Road  
Sanford, NC 27330  
Telephone: (919) 776-4325  
Fax: (919) 774-1866

Account Number#1109

New Contract

Modified Contract

Renewal

Job CodeH01002

**NC DEPARTMENT OF CORRECTION  
DIVISION OF PRISONS  
INMATE LABOR CONTRACT**

FACILITY NAME AND NUMBER Sanford Correctional Center, #4360 DATE 05/01/12

AGENCY NAME AND BILLING ADDRESS City of Sanford Public Works, PO Box 3729, Sanford, NC 27331

Project Beginning Date: July 1, 2012 Project Ending Date: June 30, 2013

**PROJECT DESCRIPTION:** Duties will include, but are not limited to, janitorial, grounds/building maintenance, cleaning park/recreation area maintenance, public works projects, roadside cleaning, recycling projects and other governmental agency projects.

**PROJECT COST**

**LABOR:**

Number of Laborers 8 x \$1.00 per 8 hour work day = 8x260 Projected Number of Days of Project =

\$2080 Total Projected Labor Cost

**ADMINISTRATIVE:**

Administrative Cost  Waived  Not Waived \_\_\_\_\_ / \_\_\_\_\_  
(Region Director Signature) Date

**PROJECT TOTAL COST TO BE BILLED \$2080.00** ("Total Projected Labor COST" plus "Administrative COST" above)

**INVOICE TO BE SUBMITTED:**  Monthly  Quarterly  Semi-annually  Annually  
 Other (specify) \_\_\_\_\_

**APPROVED BY:**

\_\_\_\_\_  
1. Governmental Agency authority / Date

\_\_\_\_\_  
2. Facility Head / Date

\_\_\_\_\_  
3. Region Director / Date

\_\_\_\_\_  
4. Program Services Manager / Date

Form Distribution by Program Services: Original -Facility Copy -Program Services, Region Office, and Accounting

**NORTH CAROLINA DEPARTMENT OF CORRECTION  
DIVISION OF PRISONS**

**INMATE LABOR AGREEMENT**

DATE: 05/01/12

For the purpose of employing inmate labor from the Division of Prisons, the following terms are agreed upon by the Division of Prisons and the City of Sanford Public Works.

I. Logistics

- A. Inmate labor will be supplied by Division of Prisons. All inmates assigned to labor contracts will be English speaking or have completed English as a second language training.
- B. Inmates will be provided lunch by Division of Prisons.
- C. Transportation will be supplied by City of Sanford Public Works. Work schedules will also be furnished by City of Sanford Public Works.
- D. Inmates may work eight (8) hours per day, seven (7) days per week. This will include travel time to and from the correctional facility. Schedules may be varied or staggered depending upon the assigned work station. Inmates may be authorized to work in excess of eight (8) hours per day, with the authorization of Division of Prisons. (Note: The agency will be billed \$1.00 per 8 hour workday, even if the inmate(s) work less than an eight (8) hour day.)
- E. No inmate will be allowed to work in an area that is not supervised by a Custodial Agent.
- F. No inmate will be allowed to work on school property, e.g., private or public elementary, middle or high schools, while students are on the property. No sex offender inmate will be assigned or allowed to work on the property of any educational facility, e.g., private or public elementary, middle, high school, community college or university, etc.
- G. The Division of Prisons has zero-tolerance for undue familiarity or sexual abuse with an offender. It is the contract agency's duty to report any allegations of inmate sexual violence either by another inmate, correctional staff, correctional agents, agency vendors and/or volunteers. (see Section VIII below)

II. Work Station/Duties

- A. Work stations may be any property owned or leased by: City of Sanford Public Works.
- B. Inmates are allowed to perform manual labor tasks such as the following:
  - 1. Floor care duties including sweeping, mopping, vacuuming and buffing. *Inmates are not allowed to operate motorized floor cleaning equipment designed to transport the operator.*
  - 2. Furniture, fixtures, windows and cabinetry cleaning, dusting and/or polishing that is done from the floor or a step ladder.

3. Custodial duties such as emptying trash cans, carrying out trash, restocking supplies in restrooms, moving furniture, and setting up furniture.
4. Motor vehicle maintenance, washing and vacuuming which does not require the inmate to be on elevated surfaces more than four feet tall, without appropriate fall protection. Acceptable fall protection would include ladders, standard railings on working surfaces, properly erected scaffolding or a personal fall arrest system. *Inmates are not allowed to operate motor vehicles for any reason and cannot be allowed to have the keys for operating a motor vehicle for any reason.*
5. Grounds care duties including litter pick up, grass mowing, weed eating, pruning, hedge trimming, leaf blowing, raking, applying herbicides and pesticides, setting out and taking up small plants and bushes. *Inmates must be trained by managers and supervisors in the safe operation of any powered equipment. Inmates can be trained to operate riding mowers. All equipment must have manufacturer and OSHA required warning labels, safety guards and devices in good condition. Inmates applying herbicides and pesticides must be trained and closely supervised by a duly licensed applicator responsible to insure the inmate follow regulations and safe work practices. Inmates must receive hazard communication training on all chemicals they work with. They must be provided with all necessary personal protective equipment for the task they are performing.*
6. Minor building maintenance duties including painting, caulking, clearing rain gutters and power washing that can be done from the ground, ladder, properly constructed and erected scaffolding or with an approved personal fall arrest system.
7. Right of way & drainage maintenance using bush axes & shovels.

*Inmate labor contract duties and tasks are expected to be for basic manual labor, such as those listed above, and normally utilizing manual tools such as shovels, brooms, mops, bush axes, etc. Inmates can be trained to use basic powered lawn care equipment, including riding mowers. This list of tasks is not exclusive of others but anything outside the scope of these types of work activities should be discussed with, and approved by, the correctional facility's management before assigning the inmate to perform the proposed duties.*

- C. Inmates are not allowed to perform hazardous duties such as the following:
1. Work with electric transmission utility line crews in any capacity.
  2. Work within ten feet of any unguarded, energized electrical transmission lines or high voltage equipment, and/or within ten feet of any conductive object involved in a task near unguarded, energized electrical transmission lines or high voltage equipment.
  3. Enter any permit required confined space including but not limited to sewer manholes, lift stations, water tanks, chlorine contact chambers, utility vaults, salt bins, etc.
  4. Disturb any suspected or confirmed asbestos containing materials including but not limited to thermal system insulation, vinyl floor tiles, flooring mastic,

roofing, roofing felts, exterior shingle siding, acoustical ceiling tiles, fire proofing materials, solid wallboard (transite), cement water pipes, cement asbestos, sheetrock or fire doors. *Typical work activities which would disturb suspected or confirmed asbestos containing materials are normally part of renovation or demolition projects which require removal or destruction of existing materials, equipment or structures.*

5. Disturb any suspected or confirmed lead based paint by sanding, scraping, cutting, sawing, welding or power washing. *Typical work activities which could disturb suspected or confirmed lead based paint are normally part of remodeling, renovation, repair, window case replacement, electrical/plumbing/carpentry work and preparing surfaces for painting.*
6. Perform or participate in sandblasting work.
7. Operate heavy equipment or aerial man lifts of any kind. Some examples of prohibited equipment are: tractors, bull dozers, back hoes, cranes, grade alls, road construction equipment, fork lifts, boom trucks, etc. *(However, inmates are allowed to perform maintenance and repair work on this type of equipment.)*
8. Perform any task that requires the use of a respirator due to exceeding the contaminant's permissible exposure limits.
9. Work over or in water where a drowning hazard exists, without the appropriate protection, such as: standard railings, personal fall arrest systems, personal flotation devices, ring buoys and/or skiffs, as required by the OSHA standards.
10. Work in trenches or excavations four feet deep or greater.
11. Work on or adjacent to public roads and highways without the proper Manual on Uniform Traffic Control Device (MUTCD) work zone safety set up utilizing the correct traffic control devices and high visibility vests, provided by Division of Prisons.
12. Operate chain saws.
13. Sit, stand or ride on any piece of equipment in a manner not consistent with the design of said vehicle or machinery while that equipment has its motor running or is moving. Examples of prohibited practices include, but are by no means limited to: standing on mower deck, riding in bucket of a loader, riding seated on a trailer hitch.

*This list of tasks is not exclusive of others that might be considered too hazardous for inmate labor contracts. Any tasks or duties similar to these or in question, in regards to personnel safety, should be addressed with the correctional facility's management before assigning the inmate to perform the proposed duties. Failure to follow these guidelines may result in suspension of this contract and the removal of inmate labor.*

### III. Supervision

- A. **City of Sanford Public Works** agrees all inmate project supervisors will receive the Department of Corrections Inmate Orientation Training. Project Supervisors, upon successful participation in Orientation Training, are designated as Custodial Agents. New employees will be scheduled to receive this orientation training

prior to being allowed to supervise inmate projects without being accompanied by Correctional Officers.

B.

1. Custodial Agent will be on-site at each workstation.
2. Each Custodial Agent will provide the inmate with a job description and will provide the Department of Correction with a periodic inmate work performance evaluation if requested for classification purposes.
3. The Custodial Agents of the inmates working under labor contract will provide all safety training, appropriate to the hazards and duties of each task to be performed by the inmate, in accordance with OSHA regulations. This training will include the hazards associated with the task, the proper and safe use of any equipment assigned for performing the work, the hazards associated with any chemicals used in the work, the proper safe work methods for performing the task and the correct use of any personal protective equipment needed to perform the task. This training will be ongoing and documented by the managers and supervisors for the duration of the inmate labor contract. These training records will be made available upon request from any DOP or DOC facility, region or state official, and/or safety inspectors. The training documentation must be signed and dated by the inmate and manager/supervisor who conducted the training.
4. Work schedules will be provided by City of Sanford Public Works.
5. Custodial Agents will designate break areas and ensure that inmates are supervised during all breaks.
6. Custodial Agents are to receive annual Orientation training.
7. Custodial Agents are to receive briefing in Undue Familiarity and Prison Rape Elimination Act (PREA) as part of Orientation training.

IV. Safety Equipment

- A. The Division of Prisons will provide state issued steel-toed shoes. No inmate will be allowed to work without steel-toed shoes.
- B. Inmates are required to wear DOP issued high visibility vests where required by safety rules and regulations and/or by Division of Prisons manager's request.
- C. The town/county/DOT and State will furnish all other personal protective equipment needed according to the OSHA standards, other regulatory guidelines and hazard analyses of the task to be performed. All equipment to be used by inmates in the performance of their assigned tasks must meet all safety requirements for guarding, warning labels, condition and operation as required by OSHA and the manufacturer.
- D. The Custodial Agents of the town/county/DOT and State shall insure that all inmates utilize all required safety equipment and safe work procedures in the performance of their assigned tasks.
- E. The town/county/DOT and State supervisors, who act as the Custodial Agents shall insure that all inmates have completed all required safety training in the use of approved equipment, hazards communication and the proper use of personal

protective equipment. All training has been documented and maintained on file by the agency.

F. Inmate injury due to failure to follow safety regulations and/or use required safety equipment may result in suspension of this contract and removal of inmate labor.

V. Waiver and Billing Information

It is agreed that the North Carolina Department of Correction will waive administrative cost, transportation and custody supervision cost.

VI. Medical

Whenever any inmate assigned to the State Department of Correction shall suffer accidental injury or accidental death arising out of and in the course of employment, to which the inmate has been assigned, the provisions of G.S. 97-13, shall apply. The governmental agency shall compensate the Department of Correction.

The following procedures are to be followed when an inmate sustains an injury while on work assignment for an agency:

- 1) If the injury is serious or life threatening: the agency will contact EMS and have the injured inmate transported to the nearest medical facility. The agency must immediately notify the inmate's prison facility of the incident.
- 2) If the injury is non-serious or is non-life threatening: When the agency has trained first aid personnel on-site at the time the inmate is injured, they may provide the inmate first aid, and immediately notify the inmate's prison facility of the incident.
- 3) If the injury is non-serious or is non-life threatening: and the agency does not have trained first aid personnel onsite to render first aid that may be needed, the agency is to transport the inmate to the nearest medical facility for treatment and immediately notify the inmate's prison facility of the incident.
- 4) If the injury is non-serious or is non-life threatening: and the agency can not provide first aid or transportation to the nearest medical facility, the agency is to immediately notify the inmate's prison facility to transport the inmate for first aid.

When any inmate injury occurs on a labor contract project, whether first-aid and/or medical assistance is rendered, the agency is to provide the inmate's prison facility written documentation of the incident as soon as possible.

VII. Inmate Conduct

**City of Sanford Public Works** reserves the right to refuse or return an inmate should safety, security or order is questionable and agrees to follow North Carolina Department of Correction rules and regulations as stipulated in the Supervisory Orientation Training session. Division of Prisons will be the sole party responsible for issuing disciplinary action against any inmate employed by **City of Sanford Public Works**. Any misconduct will be reported immediately to Division of Prisons facility superintendent. Either party with a 30-day notice may terminate the contract at any time.

VIII. PREA

The Department of Correction has zero-tolerance for behavior with an offender that is unduly familiar or sexually abusive. Departmental staff, correctional agents, agency vendors and volunteers are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with offenders. Conversation and conduct with offenders is to be professional at all times. Sexual acts between an offender and departmental staff, correctional agents, agency vendors and volunteers violates the federal Prison Rape Elimination Act of 2003 (PREA) and is punishable as a Class E felony in North Carolina. Under North Carolina and federal law an offender CAN NOT consent to engage in sexual activity with departmental staff, correctional agents, agency vendors and volunteers, and all such activity legally is against the will of the offender- no matter what the offender says. Additionally, it is a criminal offense for any person to sell or give any inmate any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician, or to convey to or from an inmate any letters or oral messages or any instrument or weapon by which to effect an escape, or that will aid in an assault or insurrection, or to trade with an inmate for clothing or stolen goods or to sell an inmate any article forbidden by prison rules.

“As a valued Correctional Agent of the Division of Prisons, it is important to remember that any knowledge of or a report of any incidents of unduly familiar and sexual abuse involving a labor contract inmate, you have a duty to report this information immediately to your contact person at the facility of housing for the inmate and/or to the office of the Division of Prisons. You may also report the information to the Office of PREA Administration at [prea@doc.state.nc.us](mailto:prea@doc.state.nc.us) . By signing this contract you acknowledge that you understand and will abide by this policy as outlined above.”

**RESOLUTION TO TEMPORARILY CLOSE A PORTION OF CHATHAM STREET IN SUPPORT OF AN ANTIQUE CAR SHOW**

WHEREAS, the Antique Automobile Club of America is sponsoring an Antique Car Show on June 2, 2012; and

WHEREAS, the City of Sanford desires to support the Antique Car Show on June 2, 2012; and

WHEREAS, General Statute 160A-296 (a) (4) authorizes the Council for the City of Sanford to temporarily close streets for such purposes,

NOW, THEREFORE, BE IT RESOLVED that the City of Sanford Police and Public Works Departments are directed to close the following street for the duration so designated:

1. Chatham Street between Charlotte Avenue and McIver Street between the hours of 8:00 A.M. to 5:00 P.M.

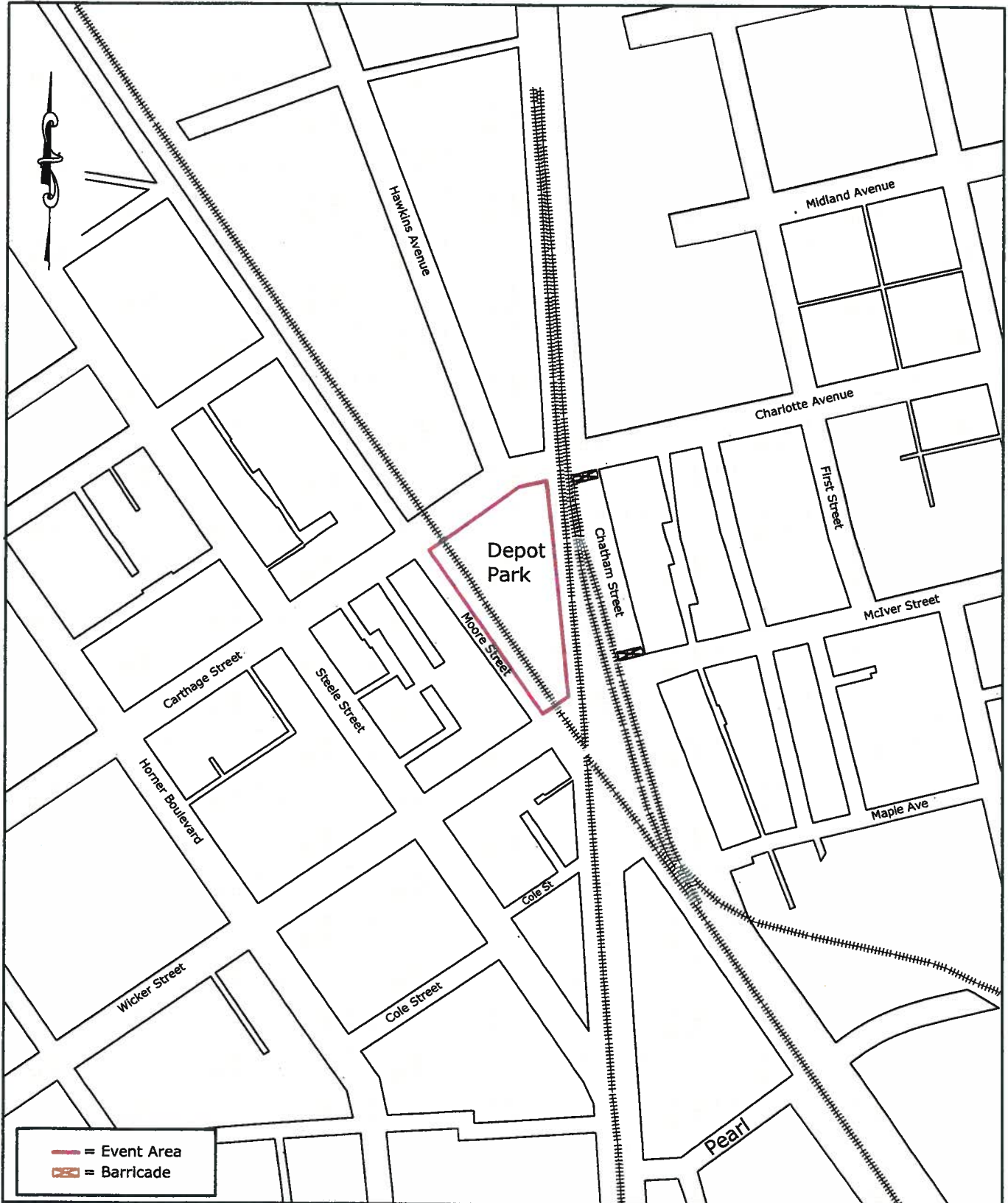
ADOPTED this 15th day of May 2012.

\_\_\_\_\_  
CORNELIA P. OLIVE, MAYOR

ATTEST:

\_\_\_\_\_  
BONNIE D. WHITE, CITY CLERK

\_\_\_\_\_  
SUSAN C. PATTERSON, CITY ATTORNEY



— = Event Area  
▨ = Barricade



### AACA - San Lee Chapter Car Show

Saturday - June 2, 2012

Events Routes & Street Closures

City of Sanford

Engineering Department - P.O. Box 3729 - Sanford, NC 27331

Date: 04/26/12

Drawn By: ddb

Ord. # 2011-12

**DRAFT PROFESSIONAL SERVICES AGREEMENT**  
**Sanford, NC Comprehensive Bicycle Plan**

**PREAMBLE**

This Contract, made and entered into this \_\_\_\_ day of May, 2012, by and between **Alta Planning + Design, Inc.** hereinafter called "CONSULTANT" and the City of Sanford, North Carolina, hereinafter called "CLIENT"; and

Whereas, the CLIENT has need for the services of an individual with the particular training, ability, knowledge, and experience possessed by the CONSULTANT;

**WITNESSETH:**

The parties hereto mutually covenant and agree to and with each other as follows:

**SCOPE OF WORK AND CONTRACT DOCUMENTS**

The CONSULTANT shall perform services as outlined in the Exhibit A-SCOPE , Exhibit B-SCHEDULE, and Exhibit C-FEES attached as Work Order(s) to this Contract. The contract documents shall consist of this Contract, the attached Exhibits, and Work Order(s) as may be executed by written agreement of the parties. Any conflict between the contract documents shall be resolved in the following priority:

1. Work Order,
2. This Professional Services Agreement, and
3. Standard Contract Provisions, which are hereby incorporated by reference.

This Contract shall supersede any prior representation or contract, written or oral.

All final plans, including reports of phases of the project and of the entire project, shall be provided in both written and electronic format. Electronic format shall be in a format coordinated with the CLIENT and shall be compatible with such software programs specified by the CLIENT. The reports and all material contained in the reports (graphics, photos, etc.) shall become the property of the CLIENT; the CLIENT may reproduce and distribute the reports, or any part thereof, in such form as the CLIENT desires. The CONSULTANT accepts no responsibility for the use of the product beyond the intended purpose of this Contract. CONSULTANT shall retain the rights to use the products of the Contract for whatever purpose.

**DURATION OF CONTRACT**

This Contract shall become effective on the date this Contract has been signed by every party hereto. CONSULTANT acknowledges that no work has been or will be performed for the project under this Contract until this Contract is fully executed and effective. CONSULTANT shall complete performance of this Contract on or before January 31, 2013, plus any extensions thereof.

CONSULTANT's completion shall not extinguish or prejudice CLIENT's right to enforce this Contract with respect to any default or defect in CONSULTANT performance.

---

**PAYMENT**

**A. Amount of Payment**

CONSULTANT shall be compensated on a lump-sum basis based on a percent complete basis as set forth in Exhibit C-FEES.

**B. Manner of Payment**

Payment shall be made to CONSULTANT as follows:

Monthly, with an invoice being submitted by CONSULTANT within the first 30 days of the start of Work and continuing each month thereafter until completion or termination. Payment upon the invoice shall be within 30 days following receipt from CONSULTANT of an invoice or statement for all of CONSULTANT's time and charged for the invoiced period.

**C. Invoice Requirement**

The invoices shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. CONSULTANT shall send invoices to CLIENT's Contracting Officer.

**TIME IS OF THE ESSENCE.**

CLIENT and CONSULTANT recognize that time is of the essence of this Contract and the CLIENT will suffer financial loss and the public will suffer loss or be inconvenienced if the work is not completed within the times specified in "Duration of Contract" paragraph above, plus any extensions thereof.

**TERMINATION**

**A. Parties' Right to Terminate For Convenience.**

This Contract may be terminated at any time by mutual written consent of the parties.

**B. CLIENT's Right To Terminate For Convenience.**

CLIENT may, at its sole discretion, terminate this Contract, in whole or in part, upon 10 days notice to CONSULTANT.

**C. CLIENT's Right to Terminate For Cause.**

CLIENT may terminate this Contract, in whole or in part, immediately upon notice to CONSULTANT, or at such later date as Contracting Officer may establish in such notice, upon the occurrence of any of the following events:

(i) CLIENT fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for CONSULTANT's Work;

(ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or CLIENT is prohibited from paying for such Work from the planned funding source;

(iii) CONSULTANT no longer holds any license or certificate that is required to perform the Work; or

(iv) CONSULTANT commits any material breach or default of any covenant, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger CONSULTANT's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 5 business days after delivery of Contracting Officer's notice, or such longer period as Contracting Officer may specify in such notice.

**D. CONSULTANT's Right to Terminate for Cause.**

CONSULTANT may terminate this Contract upon 30 days' notice to Contracting Officer if CLIENT fails to pay CONSULTANT pursuant to the terms of this Contract and CLIENT fails to cure within 30 business days after receipt of CONSULTANT's notice, or such longer period of cure as CONSULTANT may specify in such notice.

**E. Remedies**

(i) In the event of termination pursuant to subsections B, C(i), C(ii) or D, CONSULTANT's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Contracting Officer, less previous amounts paid and any claim(s) which CLIENT has against CONSULTANT.

(ii) In the event of termination pursuant to subsection C(iii) or C(iv), CLIENT shall have any remedy available to it in law or equity. If it is determined for any reason that CONSULTANT was not in default under subsection C(iii) or C(iv), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to subsection B.

**F. CONSULTANT's Tender Upon Termination.**

Upon receiving a notice of termination of this Contract, CONSULTANT shall immediately cease all activities under this Contract, unless Contracting Officer expressly directs otherwise in such notice of termination.

Upon termination of this Contract, CONSULTANT shall deliver to Contracting Officer all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Contracting Officer's request, CONSULTANT shall surrender to anyone Contracting Officer designates, all documents, research or objects or other tangible things needed to complete the Work.

### **INSURANCE**

The CONSULTANT shall obtain prior to the commencement of the Contract, and shall maintain in full force and effect for the term of this Contract, at the CONSULTANT 's expense, a comprehensive general or commercial general liability policy and automobile liability insurance policy for the protection of the CONSULTANT and the CLIENT, its officers, agents, and employees. If the insurance policy is issued on a "claims made" basis, then the CONSULTANT shall continue to obtain and maintain coverage for not less than three years following the completion of the Contract. The policy shall be issued by a company authorized to do business in the project area, protecting the CONSULTANT or SUB CONSULTANT(s) or anyone directly or indirectly employed by either of them against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other losses or damages above mentioned with limits not less than

(a) \$1,000,000 per occurrence and \$2,000,000 in the aggregate for comprehensive general or commercial general liability insurance policies, and

(b) \$1,000,000 per occurrence-combined single limit or \$1,000,000 bodily injury and \$1,000,000 property damage for automobile liability insurance policies.

The insurance company shall provide the CLIENT with a certificate of insurance and an endorsement thereto naming the CLIENT as an additional primary insured and will provide the CLIENT written notice of cancellation or material modification of the insurance contract for not less than the following notice for the purposes stated: 30 days prior notice for reasons other than non-payment; 10 days prior notice for non-payment. The obligation to provide notice to the CLIENT shall be in substantially the following language: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named"; it is not sufficient for the insurance carrier to merely "endeavor" to give notice or for the certificate to absolve the insurance carrier from obligation or liability in the event of the insurance carrier's failure to mail such notice. The CONSULTANT shall not undertake any acts that shall affect the coverage afforded by the above policy.

The CONSULTANT will not perform any work under this Contract until the CLIENT has received copies of applicable insurance policies or acceptable evidence that appropriate insurance heretofore mentioned is in force.

### **PROFESSIONAL LIABILITY INSURANCE**

The CONSULTANT shall provide the CLIENT evidence of professional liability in an amount not less than \$1,000,000 combined single limit. The CONSULTANT shall keep in force the professional liability policy for at least one year after the expiration of the Contract with the CLIENT, or notify the CLIENT in the event of a cancellation or reduction in limits of a "claims made" policy.

### **INDEMNIFICATION**

CLIENT and CONSULTANT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of CLIENT and CONSULTANT, they shall be borne by each party in proportion to its negligence.

### **CONFIDENTIALITY**

No reports, information and/or data given to or prepared or assembled by the CONSULTANT under this Contract shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CLIENT.

**PUBLICATION RIGHTS/RIGHTS IN DATA**

All publication rights in the product produced by the CONSULTANT in connection with the work provided for under this Contract, whether in preliminary draft or final form, shall be vested in the CLIENT.

The CONSULTANT may publish any of the results of the work without the permission of the CLIENT.

All original written material and other documentation, including background data, documentation, and staff work that is preliminary to final reports, originated and prepared for the CLIENT pursuant to this Contract, shall become exclusively the property of the CLIENT. The ideas, concepts, know-how or techniques relating to data processing development during the course of this Contract by the CONSULTANT or CLIENT personnel, or jointly by the CONSULTANT and CLIENT personnel, can be used by either party in any way it may deem appropriate.

Material already in the CONSULTANT's possession, independently developed by the CONSULTANT outside the scope of this Contract or rightfully obtained by the CONSULTANT from third parties, shall belong to the CONSULTANT. However, the CONSULTANT grants to the CLIENT a nonexclusive, irrevocable and royalty-free license to use such material as it sees fit.

This Contract shall not preclude the CONSULTANT from developing materials that are competitive, irrespective of their similarity to materials which might be delivered to the CLIENT pursuant to this Contract. The CONSULTANT will not, however, use any written materials developed under this Contract in developing materials for others, except as provided in this section.

**INTEGRATION**

This Contract represents the entire and integrated agreement between the CONSULTANT and the CLIENT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the CONSULTANT and the CLIENT.

**CONSULTANT**

**CLIENT**

By: \_\_\_\_\_  
Name: Chuck Flink  
Title: Principal  
Date:

By: \_\_\_\_\_  
Name: Cornelia P. Olive  
Title: Mayor  
Date:

Business Address:  
5850 Fayetteville Road, Suite 211  
Durham, NC 27713

City of Sanford, NC  
225 E. Weatherspoon St  
Sanford, NC 27330

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**DRAFT WORK ORDER NO. 1**

In accordance with the Professional Services Agreement between Alta Planning + Design, Inc. ("CONSULTANT"), and The City of Sanford, NC ("CLIENT"), dated May, 2012. This Work Order describes the Services, Schedule, and Payment Conditions for CONSULTANT Services on the Project known as:

**Sanford Comprehensive Bicycle Plan**

**CONSULTANT Authorized Representative:** Chuck Flink, FASLA, Principal  
**Address:** Alta Planning + Design, Inc.  
5850 Fayetteville Road, Suite 211  
Durham, NC 27713  
**Telephone No.:** 919 484-8448

**CLIENT Authorized Representative:** Mayor Cornelia Olive  
**Address:** 225 E. Weatherspoon St  
City of Sanford, NC  
Sanford, NC 27330  
**Telephone No.:** 919 775-8365

**SERVICES.** The Services shall be described in Exhibit A to this Work Order.

**SCHEDULE.** The Estimated Schedule shall be set forth in Exhibit B to this Work Order. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

**PAYMENT.** Consultant charges shall be on a lump sum/percent complete basis, not to exceed \$35,000 for the tasks specified and shall be in accordance with the Schedule of Fees and Charges attached to this Work Order as Exhibit C Invoices will be submitted monthly.

**TERMS AND CONDITIONS.** The terms and conditions of the Professional Services Agreement referenced above shall apply to this Work Order, except as expressly modified herein.

**ACCEPTANCE** of the terms of this Work Order is acknowledged by the following signatures of the Authorized Representatives.

**CONSULTANT**

**CLIENT**

\_\_\_\_\_  
Signature  
Chuck Flink, Principal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

**Exhibit A**  
**Services (Scope of Work)**

The scope of work provides a detailed explanation for the methods, services, and deliverables proposed by the Consultant.

**Task 1: Project Kick-off Meeting (Committee Meetings)**

Prior to beginning work, Alta/Greenways will meet City staff and committee members for the first of four Steering Committee meetings. Together, we will:

- Provide an overview of the planning process and schedule;
- Discuss and determine public involvement strategies;
- Schedule future meetings;
- Gain an understanding of visions, goals, and objectives;
- Discuss target areas, such as destinations, schools, local points of interest, and future growth areas; and
- Discuss plan review procedures so that information and communications can be handled quickly and efficiently.

Our team will author and print Committee meeting agendas, develop presentations/boards/ handouts, record meeting minutes, provide a digital original of the minutes to the Client in Microsoft Word format, and facilitate all meetings. Alta/Greenways will also provide progress reporting to City staff.

**Task 2: Data Collection/Assessment**

Alta/Greenways will conduct a comprehensive inventory and analysis of existing conditions, planning efforts, programs, policies, and procedures that are related to the preparation of the Sanford Comprehensive Bicycle Plan. This work will include the identification of existing bicycle deficiencies, needs, and opportunities. Alta/Greenways will conduct comprehensive fieldwork and analysis of current conditions within the Sanford landscapes, roadways, bikeways, and intersections. This will include a photo inventory, map updates, and an analysis of bicyclist/pedestrian/motorist interactions.

- Complete a GIS inventory map of bicycle facilities within the project study area;
- Conduct a visual inventory using digital photography;
- Conduct a detailed inventory and analysis of roadway widths, traffic volumes, intersections, etc;
- Gather and analyze existing plans, programs, and policies.
- Our goal is to be consistent with (and when necessary expand upon) existing local/regional plans and recommendations.

**Task 3: Public Involvement**

Alta/Greenways will implement multiple public involvement strategies that strive to reach both residents and tourists of Sanford. In order to reach the tourist populations, it will be important to utilize the local Visitor Center, realty/rental agencies, Chamber of Commerce, and "piggyback" at major events to receive input. We would implement the following public communication strategies in addition to further ideas developed by the Steering Committee:

- Design and publish multiple project newsletters and flyers to keep the public informed about the planning process and upcoming public input opportunities.
- Create both hardcopy and online comment forms.
  - Hardcopies can be distributed through the municipal billing service, at major destinations, and at public meetings.

- Online forms can be made available through a link on the City website and/or the project website (described below).
- Develop a project website that provides up to date information about the bicycle plan, and serves as a method for receiving input from the public. The website can be linked to the City website as well.
- Utilize social networking techniques such as Facebook and Twitter to reach younger generations.
- Ensure Spanish-speaking populations are reached through translated newsletters, flyers, and separate community events to receive input (Andrea Garland is fluent in Spanish).
- Conduct two open house workshops for the general public to share information, gather community input, and generate further support.
  - Open house #1: Discuss the current status of the bicycle system, deficiencies in the system, and issues defined by the citizens.
  - Open house #2: Present the preliminary bicycle network maps, and discuss the prioritization program for improvements. Feedback from the public will be used to produce final recommendations.

#### **Task 4: Preliminary Comprehensive Bicycle Plan**

Based on recommendations developed through fieldwork, analysis, Steering Committee input, and public input, Alta/Greenways will prepare a Preliminary Comprehensive Bicycle Plan in accordance with the recommended NCDOT template. The Plan will also meet the unique needs of the Sanford community. The Plan will address: on-road bicycle and greenway corridors, policies, programs (education, encouragement, and enforcement), facility standards and guidelines, priority projects, system maps, etc. The recommended bicycle network will focus on connectivity and include multiple bicycle facility types to fit each unique corridor's challenges and opportunities. Finally, guidance will be provided regarding plan implementation and project funding.

#### **Task 5: Client Review**

Alta/Greenways will submit 3 bound copies of the draft plan to the Steering Committee, City Council, and NCDOT for review (electronic version will also be provided). Then, we will meet with the staff and Steering Committee for review prior to holding the second public open house, allowing time for comment revisions.

#### **Task 6: Final Plan and Presentations**

The City will gather all comments from the staff, NCDOT, and general public, and submit one consolidated revision to our team. We will revise the plan, and produce a final version. Our final products will be delivered to the City and NCDOT in hardcopy (5) and digital formats. All digital photographs, display boards, and presentations will also be given to the City and NCDOT upon request. Following Plan completion, we will make one final presentation to the Mayor and City Council, Steering Committee, and citizens for adoption.

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**Exhibit B  
Estimated Schedule**

Task1: Kickoff Meeting	April/May 2012
Task 2: Data Collection/Assessment	July 2012
Task 3: Public Involvement	September 2012
1st Public Workshop	July 2012
2 <sup>nd</sup> Public Workshop	September 2012
Task 4: Preliminary Comprehensive Plan	October 2012
Task 5: Client Review	December 2012
Task 6: Final Plan and Presentations	January 2013

Exhibit C  
Schedule of Fees and Charges

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This project will be billed on a lump sum/percent complete basis.

Task 1 Kickoff Meeting/Comm. Mtgs	\$3,000
Task 2 Data Collection/Assessment	\$7,500
Task 3 Public Involvement	\$7,500
Task 4 Draft Plan	\$13,500
Task 5 Client Review	\$0
Task 6 Final Plan	\$3,500
<hr/>	
Total	\$35,000

**AN ORDINANCE TO ASSIGN RECENTLY ANNEXED AREAS  
TO A CITY ELECTORAL WARD**

**WHEREAS**, the City Council of the City of Sanford, North Carolina has recently annexed a certain contiguous property in the corporate limits of the City of Sanford; and

**WHEREAS**, the annexed property is described as:

Tramway One Associates, LLC contiguous.

**WHEREAS**, in accordance with North Carolina General Statutes Section 160A-23, the City Council has the authority to revise the electoral ward boundaries to include newly annexed property in the existing wards.

**NOW, THEREFORE BE IT ORDAINED**, by the City Council of the City of Sanford that the recently annexed area listed below and shown on the attached Electoral Ward Map shall hereinafter be a part of the electoral ward as follows:

<u>Annexed Area or Property</u>	<u>Annexation Ordinance Number</u>	<u>Effective Date</u>	<u>Assigned Ward</u>
Tramway One Associates	2011-61	October 18, 2011	Ward 4

Adopted this 15th day of May, 2012.

\_\_\_\_\_  
Cornelia Poe Olive, Mayor

ATTEST:

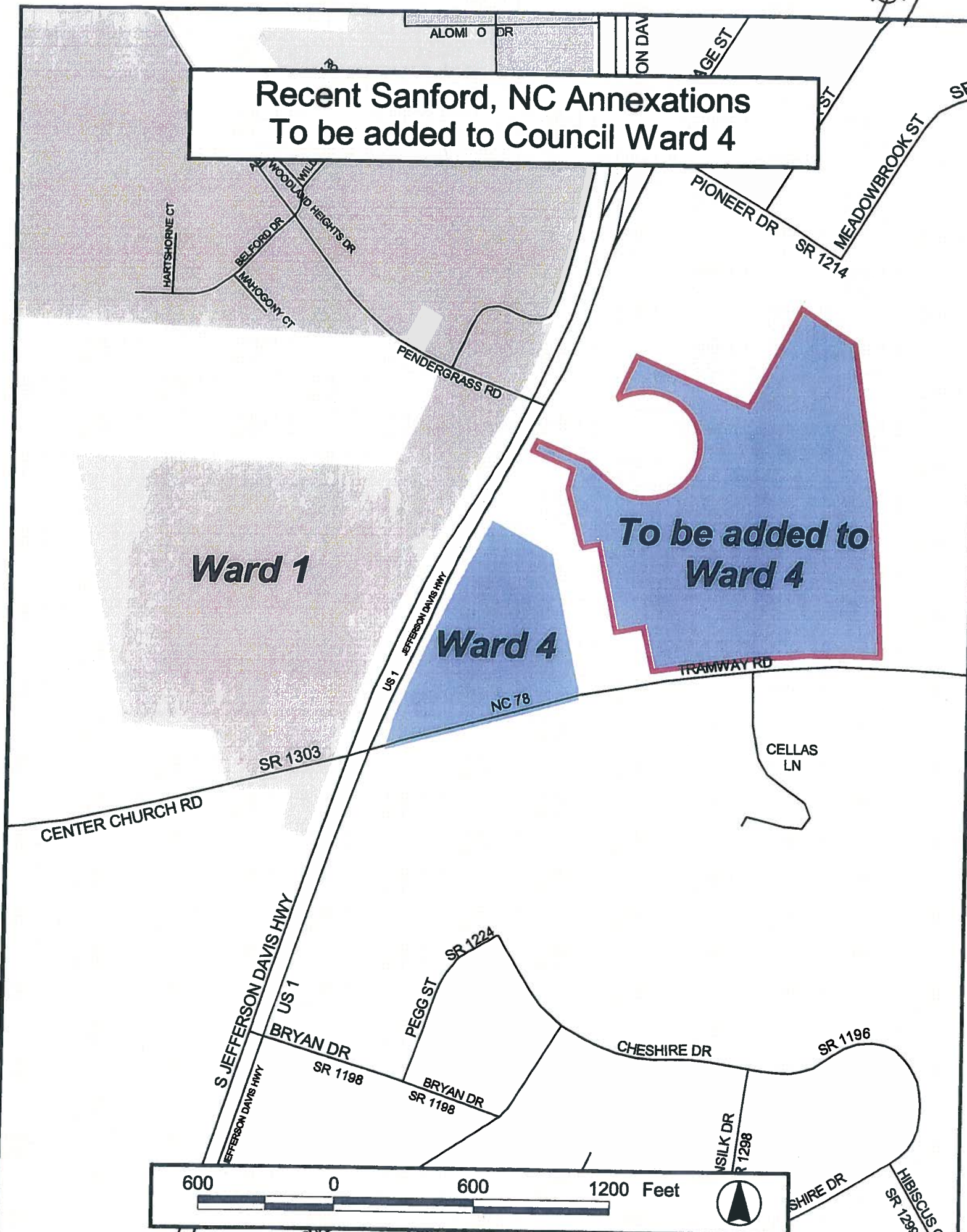
\_\_\_\_\_  
Bonnie White, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan C. Patterson, City Attorney

**Recent Sanford, NC Annexations  
To be added to Council Ward 4**

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48

Ordinance No. 2012-\_\_\_

**AN ORDINANCE TO ASSIGN RECENTLY ANNEXED AREAS TO A CITY ELECTORAL WARD**

**WHEREAS**, the City Council of the City of Sanford, North Carolina has recently annexed certain contiguous property in the corporate limits of the City of Sanford; and

**WHEREAS**, the annexed property is described as Bobby Branch and wife, Elizabeth; BA Branch Properties; Camel Saddle Properties, LLC; ACA/PJA, LLC; and Kevin H. Wind annexation; and

**WHEREAS**, in accordance with North Carolina General Statutes Section 160A-23, the City Council has the authority to revise the electoral ward boundaries to include newly annexed property in the existing wards.

**NOW, THEREFORE BE IT ORDAINED**, by the City Council of the City of Sanford that the recently annexed area listed below and shown on the attached Electoral Ward Map shall hereinafter be a part of the electoral ward as follows:

<u>Annexed Area or Property</u>	<u>Annexation Ordinance Number</u>	<u>Effective Date</u>	<u>Assigned Ward</u>
Branch and Others	2012-17	4-17/12	4

**Adopted** this 15th day of May, 2012.

\_\_\_\_\_  
Cornelia Poe Olive, Mayor

ATTEST:

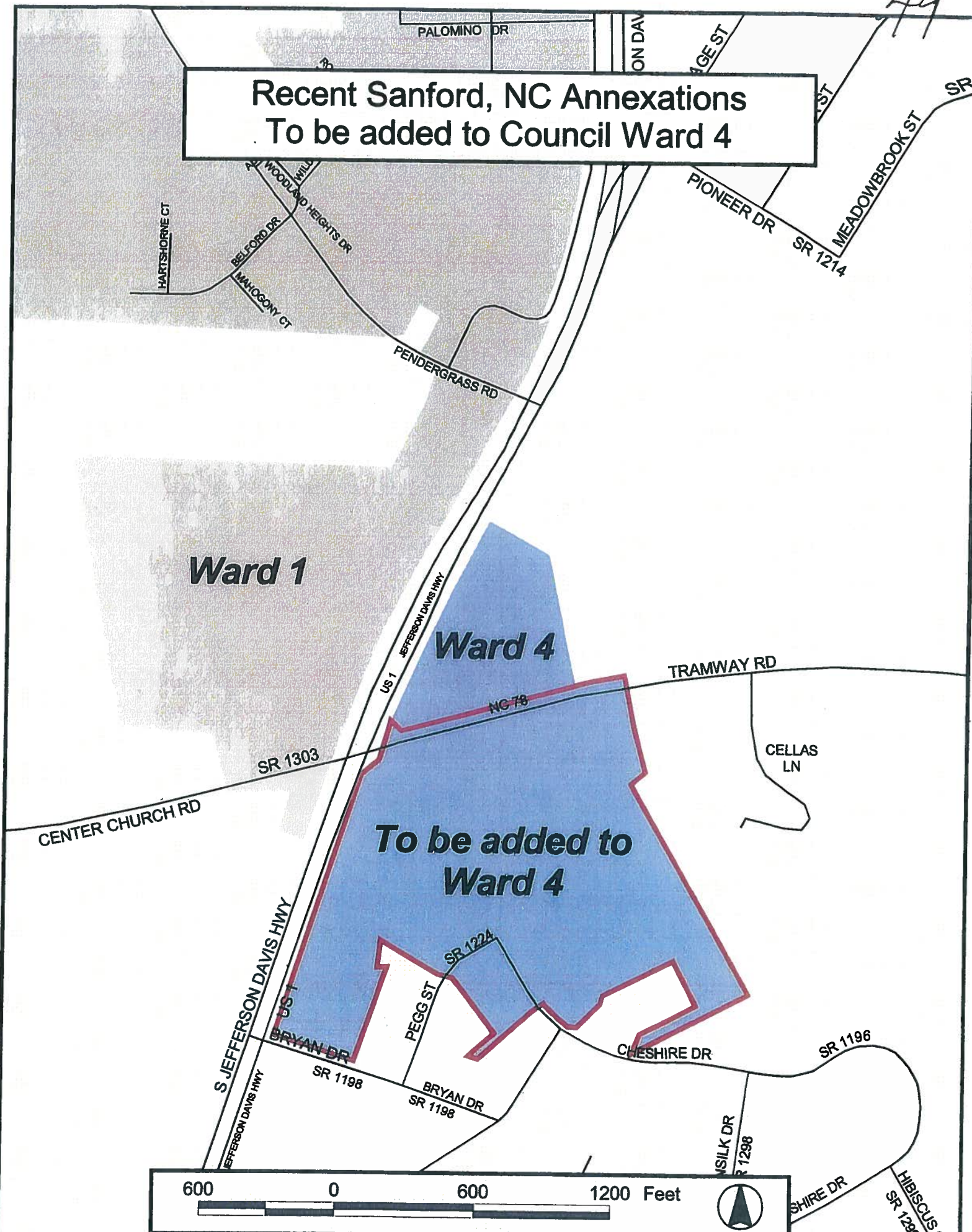
\_\_\_\_\_  
Bonnie White, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan C. Patterson, City Attorney

49

**Recent Sanford, NC Annexations  
To be added to Council Ward 4**



**Ward 1**

**Ward 4**

**To be added to  
Ward 4**



**AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET  
OF THE CITY OF SANFORD FY 2011-2012**

BE IT ORDAINED by the City Council of the City of Sanford, North Carolina in regular session assembled.

Section 1: The following amounts are hereby amended to ordinance 2011-28 per G. S. 159-15 for the continued operation of the City of Sanford, its government, and activities for the balance of the FY 2011-2012.

**GENERAL FUND  
APPROPRIATION OF FUNDS**

**REVENUES**

**EXPENDITURES**



100210 32012	Receipt - Lee County	10,000	10054900 00000	Community Development	10,000
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<b>Total Appropriation</b>	<b><u>\$ 10,000</u></b>
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Section 2. This ordinance shall be in full force and effective from and after the date of its adoption.

ADOPTED this, the 15th day of May, 2012.

\_\_\_\_\_  
Cornelia P. Olive, Mayor

ATTEST:

\_\_\_\_\_  
Bonnie D. White, City Clerk

\_\_\_\_\_  
Susan C. Patterson, City Attorney

**2011-2012 BUDGET ORDINANCE AMENDMENT**

**GENERAL FUND**

**Appropriation of Funds** - results in increasing of budget

**Revenues**

Receipt - Lee County	10,000	To appropriate revenue received from Lee County for security provided during the 2011 tornado
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**Expenditures**

Community Development	10,000	To budget funds for a retirement community certification
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**RESOLUTION DELEGATING LEASING AUTHORITY TO CITY MANAGER**

**WHEREAS**, the City of Sanford was a recipient of grant funds from the Secretary of Housing and Urban Development through the Title I of the Housing and Community Development Act of 1974 for undertaking and effectuating Community Development Program activities; and

**WHEREAS**, the City of Sanford identified the Brick Capital Redevelopment Area and Washington Park Community Development Area as Redevelopment Communities and these properties were acquired by the City of Sanford and the structures demolished and separated from the land; and

**WHEREAS**, the City of Sanford now owns vacant parcels of land in the areas known as the Washington Park Community Development Area and the Brick Capital Redevelopment Area for which it has no current need; and.

**WHEREAS**, the maintenance of these properties will be at a substantial cost to the City of Sanford, and therefore, it would be in the best interest of the City of Sanford to offer the above-referenced properties to the public for sale or for lease, in exchange for a nominal consideration and an agreement to maintain them;

**WHEREAS**, North Carolina General Statute 160A-272 authorizes the Sanford City Council to delegate to the City Manager the authority to determine that the above-referenced parcels are temporarily surplus to the City's current needs and to enter into leases of the above-referenced parcels for a period of up to one year, upon such terms and conditions as the manager shall determine.

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

1. The above referenced parcels owned by the City of Sanford are surplus to the city's current needs, and.
2. The City Manager is authorized to enter into lease agreements for the above-referenced parcels for a period of up to one year, upon such terms and conditions as the City Manager shall determine.

Adopted this 15<sup>th</sup> day of May 2012.

\_\_\_\_\_  
Cornelia P. Olive, Mayor

ATTESTED BY:

\_\_\_\_\_  
Bonnie D. White, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan C. Patterson, City Attorney

Office of the Mayor

City of Sanford



# Proclamation

WHEREAS, Public Works services provided in our community are an integral part of our citizens' everyday lives and,

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, it is in the public interest for citizens to understand the importance of Public Works and Public Works programs and support efficient operation of Public Works facilities and infrastructure including: bridges, city-owned buildings, refuse disposal, storm drainage, streets, waste water collection and treatment, water distribution and treatment, vehicles and equipment.

WHEREAS, the quality and effectiveness of these facilities is vitally dependent upon the training, hard work, experience, skill, and care of dedicated Public Works professionals, engineers, managers, and employees who are responsible for the proper planning, funding, management, design, construction, operation, and maintenance of all Public Works facilities and infrastructure; and

WHEREAS, the efficiency of the skilled and dedicated Public Works staff is materially influenced by the citizens' understanding and appreciation of the importance of services these dedicated Public Works professionals provide; and

WHEREAS, 2012 marks the 52<sup>nd</sup> Anniversary of National Public Works Weeks as sponsored by the State of North Carolina and American Public Works Association.

NOW, THEREFORE, I, Cornelia Olive, Mayor of the City of Sanford, do hereby proclaim the week of May 20-26, 2012 as **NATIONAL PUBLIC WORKS WEEK** in the City of Sanford, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our Public Works and to recognize the contributions which Public Works officials make every day to our health, safety, comfort, and quality of life.

DATED this 15<sup>th</sup> day of May 2012.

*Cornelia P. Olive*  
Cornelia P. Olive, Mayor