

CITY COUNCIL AGENDA

CITY OF SANFORD, NORTH CAROLINA

March 15, 2016, 7:00 P.M., CITY HALL



1. **MEETING CALLED TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT**
5. **APPROVAL OF AGENDA**
6. **CONSENT AGENDA**
 - A. Approval of City Council Workshop Minutes Dated February 22, 2016 – (Pages 3 - 8)
 - B. Approval of City Council Minutes Dated March 1, 2016 – (Pages 9 -12)
7. **SPECIAL AGENDA**
8. **CASES FOR PUBLIC HEARINGS: *to be held jointly with the Planning Board.***
 - A. Consideration of text amendments to the Unified Development Ordinance, Article 11 Sign Regulations, Section 11.6 Prohibited Signs to allow Sandwich Board Signs as noted, and to Section 11.7 Signs That Do Not Require a Permit by adding a new Subsection 11.7.19 Sandwich Board Signs with conditions as set forth in the section.- (Pages 13 – 15)
 - B. Consideration of multiple text amendments to the Unified Development Ordinance to allow for Breweries.
 - Amendment to Article 4, Table 4.6.-1 Permitted Use Matrix to add a new land use for Regional Breweries, Large Breweries and Microbreweries and further indicate that Regional Breweries, Large Breweries and Microbreweries shall be permitted as of right in the Light Industrial (LI) and Heavy Industrial (HI)

districts and that Microbreweries shall also be permitted in the Highway Commercial (HC), Light Commercial & Office (C-1), General Commercial (C-2) and Central Business (CBD) districts with supplemental development regulations.- (Pages 15 – 17)

- Amendment to Article 5, to create a new Section 5.42 in order to add supplemental development regulations for Microbreweries allowed in the Highway Commercial (HC), Light Commercial & Office (C-1), General Commercial (C-2) and Central Business (CBD) districts.- (Page 18)
- Amendment to Appendix A to add Definitions for Regional Brewery, Large Brewery, Microbrewery, Brewpub, and Taproom.- (Pages 19 – 21)

The Planning Board shall retire to the West End Conference Room.

9. DECISIONS ON PUBLIC HEARINGS

10. REGULAR AGENDA

- A. Consider Update from Sanford Area Growth Alliance (SAGA) – (Page 22)
- B. Consider Funding McCallum Sweeney Presentation – (Page 23)
- C. Consider Resolution to Temporarily Close Streets in Support of the Sanford Cleanup and Block Party – (Pages 24 - 25)
- D. Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2015-2016 (Fire) – (Pages 26 -29)
- E. Consider Grant Project Ordinance-Rural Economic Development Grant-Comfort First Heating & Cooling, Inc. Water Infrastructure Improvements – (Page 30)
- F. Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2015-2016 (Local Match for Rural Economic Development Grant) – (Pages 31 - 32)
- G. Consider Contract for Consultant Services for Assistance with Comprehensive Update to County-wide Land Use Plan – (Pages 33 - 38)

11. NEW BUSINESS – (Items for discussion and action will only be taken if necessary. Otherwise, these items will be placed on the next agenda for approval.)

12. OTHER BUSINESS

13. ADJOURNMENT

CITY COUNCIL WORKSHOP MINUTES OF THE
CITY OF SANFORD, SANFORD, NORTH CAROLINA
Monday, February 22, 2016

The City Council held a workshop on Monday, February 22, 2016, at 6 P.M., in the West End Conference Room, of the Sanford Municipal Center, located at 225 East Weatherspoon Street, Sanford, North Carolina. The following people were present:

Mayor T. Chet Mann	Council Member James Williams
Mayor Pro Tem Sam Gaskins	Council Member Norman Charles Post III (arrived at 5:15 PM)
Council Member Rebecca Wyhof	City Clerk Bonnie Davis
Council Member Charles Taylor	City Manager Hal Hegwer
Council Member Byron Buckels	City Attorney Susan Patterson
Council Member Jimmy Haire	

Mayor Mann called the meeting to order.

CITY HALL IMPROVEMENTS/NEW POLICE STATION –(Exhibit A)

Public Works Director Victor Czar introduced Jim Powell, ADW Architects, managing principal in the company. He has been with the company for over 30 years. Ashley Love, Associate, has been with the firm for ten years. Staff has been in a lot of conversations with ADW since 2012, working on the space needs project. When City Hall was built, it was built to last about 30 years - space wise; meaning the space that was provided would serve the City's needs for 30 years, at which time, some other facility would be built, or renovations made. The Planning Department is in the Buggy Factory now, which gives a few more offices; however, the Police and Finance Departments are looking for more space.

Mr. Powell explained the space needs analysis, based on the amount of square footage it took to do each task. Some City Hall departments need more space (Community Development and Finance Departments); the major need was in the Police Department to provide clear separation from public entry versus private, police secure entry, and for evidence processing and storage, so the chain of custody cannot be questioned in the court of law. The detectives need privacy and security, and space to record interviews and detain defendants.

Mr. Powell questioned how to meet those needs and what are the options? There are two scenarios. One is where the Police Department would move into a new building, whether it is here at City Hall or at another location. The second scenario is that the Police Department could stay in City Hall, grow and move up into some space in the top level, but some of the employees in the upper level would have to relocate.

Mr. Powell explained the three development options (Exhibit A). Development Option 1 is where the City would build a new Police Facility and the vacated Police space on the lower level of City Hall would be renovated over time, to house growth in City Hall Developments. Step one is to purchase land and build a new +/-30,000 Police Building, associated public parking and secured Police parking. Police would move from the lower level of City Hall into the new facility. Step 3 is to complete renovations to the lower level space in City Hall. These renovations would include new floor and wall finishes where needed, renovated and/or new HVAC systems and lighting where needed and wall and door

renovations/additions where needed; complete general patching, painting and clean up after move. It would allow for growth of City Hall Departments into the lower level space. Mr. Powell stated the pros and cons of this option and explained the overall cost, which is estimated at \$10,785,000. Estimate of total time to implement is 27 – 32 months.

Development Option 2A is the City would build a new Utilities Building on the existing campus adjacent to the existing City Hall. Financial Services, Engineering, Human Resources and Public Works Administration would move from City Hall into this new building, thus freeing up space on the upper level of City Hall. The upper level of City Hall would be renovated to house Police Department space on one end of the building and City Hall Administration, IT and the Legal Department on the other end. The Council Chambers would stay where it currently resides. The lower level Police space would be completely renovated and a small addition would be built onto the building to house a new stairwell and offices. Implementation would be Step 1 - to build a new +/-25,000 square foot Utilities Building and associated parking, walkways, courtyard amenities, etc. Step 2 would be to move all City Hall Departments into the new Utilities Building (Administration, IT offices, and Legal would be temporarily housed in “growth space” on 2nd floor. Move Police Department into swing space (move to another building in town), which they would occupy this swing space for duration of the renovations of City Hall. All police facilities are (emergency type facility) required by NC Building Code to be designed to critical facilities status. An amount of \$175,000 for critical facility upgrades have been included in case you have to take the swing space and bring it up to critical facility status. Estimated amount of swing space is 16,000 square feet. Step 3 would be to renovate City hall (& complete construction of +/-2,000 square foot addition) and complete Police exterior parking and secure area improvements (this requires the least amount of changes). Part of the renovations would give the Police Department a secured parking area and sally port. They would take the existing area where the sally port is located, create a new drive and a screened area with gates and a covered area for about ten parking spaces, which would become the new secured entrance to the Police Department and sally port area. The new entrance would be screened and controlled so that no one from the public could enter this area. This renovation will improve operational efficiency for the Police, but not as much as a new building that is designed especially for current Police procedures and best practices.

Council Member Taylor asked why did we not use this as an opportunity to square some of this building up and make a circular drive on one section. We are dealing with a triangular building; he made the suggestion to square this building up and connect the walls to one another. The Town of Cary is a perfect example. They have added on to their department and it is all linked internally. You can go from one section to another without having to go outside.

Mr. Powell stated that if you connect the two and square it up, you lose all of the windows.

Step 4 would be to move the Police Department from swing space back into renovated City Hall and move Administration, IT and Legal back into City Hall. Slight renovations to Utilities building “growth space” may be needed. Estimated cost is \$14,425,000. He displayed and explained the conceptual design in detail of what the building could look like with a courtyard and amenities. Mr. Powell stated that the Police Chief has reviewed the drawings. Estimated time of completion is 35 – 40 months.

Mr. Powell noted that this option would allow payment to be shared between different funding mechanisms.

Development Option 2B basically provides in-house swing space for the Police Department. This option would take a lot longer, because we are renovating little bits of space here and there. Step 1 is to build the new Utilities building. Step 2 is to move all City Hall Departments into the new Utilities building. Administration, IT offices, and Legal would be temporarily housed in "growth space" on 2nd floor. Move Police Department from lower level to upper level temporarily (in-house swing space). Step 3 is to renovate the lower level of City Hall and complete construction of 2,000 sf addition and complete Police exterior parking and secure area improvements. Step 4 is to move a portion of the Police Department back down to the renovated lower level. Renovate the vacated upper level space (approximately half of upper level). Police would still occupy approximately half of upper level space. This allows you to avoid procuring the swing space somewhere else for the Police Department. Step 5 is to move the remainder of the Police Department located on the upper level over to the newly renovated area of the upper level. Renovate the remaining unrenovated space on the upper level. Step 6 is to move City Hall Administration, IT, and Legal Departments back into newly renovated area on upper level of City Hall. Slight renovations to the Utilities Building "growth space" may be needed. The option would take 22 months longer to complete than Option 1. The estimated cost is \$14,275,000.

Council Member Williams asked how far away are we from needing a satellite location for the Police Station. Mr. Hegwer replied that based on our size and the amount of territory that is covered, he did not feel it is a viable solution. Our police station is centrally located.

Mr. Taylor asked what are the top three reasons why we need the additional 12,000 square foot space? He understands that the interview and evidence rooms are one big issue. Mr. Powell responded it is spread between the entire department; evidence, interview, detectives, processing, retention and separation of the sally port. Mr. Taylor pointed out on a diagram how you could square the building up, so you have one rectangle block and now you have a center point that could act as the elevator and the area to access different floors. You are basically making a rectangle and losing only half the windows.

Mr. Powell stated that it would not necessarily work to add that space because some of the needs are in another area. You would have to reorganize everything. Mr. Taylor stated that you would not have any location costs; as you build the new section and get this corridor off, you could start working on the other and move those departments in the new section.

Mr. Powell replied that while you add the space, unless you reorganize the interior to relate to that new space, you have not accomplished a lot of needs in terms of procedures and policies; you have just given them more space.

Mr. Post asked if we had enough acreage to build Option 1 on this campus site. Mr. Hegwer replied yes.

Mr. Hegwer said that we have space needs that are not going to go away. The building was designed in 1980 and it was debt free when the departments moved in.

Financial Services Director Beth Kelly informed Council that we would mostly likely need to issue Limited Obligation Bonds, which would allow us 20 to 25 year payments. We would have to have

collateral for that type of debt issuance. If Council chose to do Option 1, you are looking at a variable annual debt payment and you would start out at about an annual debt service payment of \$871,000 each year. By the end of the twenty years, you would be closer to \$526,000 because you have to level out some of that principle for the Local Government Commission requirement, so it would fluctuate. The twenty-five year Limited Obligation Bond starts out at about \$800,000 annual debt service payment and by the end of the twenty-five years, it would be about \$431,000.

We would have had some serious space issues upstairs if Inspections, Planning Department and Code Enforcement had not move out. The Police Department is busting at the seams downstairs and the logistics part of it has to be rectified.

Mr. Hegwer said we need to keep moving this issue with additional conversations and ideas.

Mrs. Kelly said that with Option 2A and Option 2B, you are looking at twenty-year Limited Obligation Bonds annual debt service payment of \$1.1 million and by the end of twenty years, you would be down to \$671,000; twenty-five year Limited Obligation Bonds start out at about \$1 million annual debt service payment and at the end of twenty-five years, it would be down to \$546,000. The difference between Option 1 and Option 2, for the General Fund, because of the way it is split, on the annual debt service payment is about \$178,000 less a year. It would be cheaper on the General Fund to do Option 2A or 2B.

Mr. Hegwer said the problem is you are balancing a better function with the Police Department stand-alone facility. You get a better department; it will function better and logistically.

Mr. Mann suggesting taking the information home and studying it more. He wants to think about what we can do to put everyone in the same building except for the Police Department.

Mr. Taylor stated that if it is not too much trouble, he would like to see the squared-off version of the building, with the possibility of making the front the new entrance to City Hall; that way, you are isolating the back parking lot - security wise. He said it could be designed in a V-version.

Mayor Mann recessed the meeting at 7:20 P.M. and reconvened it at 7:30 P.M.

WRAP UP REVIEW

City Manager Hal Hegwer went over Exhibit B, potential projects of the City, the cost and the revenue source from which it would be paid. He stated that with the greenway project, we should take advantage of the opportunities and reassess the obstacles that were talked about such as the stream restoration, the Department of Transportation improvements in front of the hospital, and the grant possibilities that may be available. Staff would like to incorporate those into a Master Plan, which is necessary in order to receive funding from the various state agencies. Staff will not move forward with the construction of the greenway but will move forward with developing a Master Plan.

Mr. Hegwer stated that with the \$2 million Parks and Recreation Bonds (Exhibit C), we could create a real destination park. When we voted on the funds for the parks, it was not real specific; there were just several different concepts, such as attractive and accessible public spaces for multiple uses;

park with water elements and interactive play areas; landscaped gardens and walkways; gazebos, shelters, and sheltered resting areas.

Mayor Mann stated that a task force committee has been working hard on what they think would make the ultimate and most effective sports park that would bring thousands of people to Sanford on a regular interval. They have looked at the design and after a lot of study, they determined it would need to be the highest quality configuration design. They have a site selected and have all the parties in agreement to move forward. At this time, the consensus of the task force committee is that they do not need to use the bond money that has been allocated for parks and recreation towards a sports complex. They feel they can raise a substantial amount privately and they have other alternatives they think will work for the park. Part of the change of attitude is the committee does not want to hold these bonds up. From start to finish of a sports park of this magnitude, it could take three to four years from the time they get a green light to go. Mayor Mann added that if Council approves, we need to move forward on some readily, available, doable projects. It could be a multiple of smaller projects or one big one.

Mr. Hegwer said short-term going into this year's budget, we need to consider funding a master plan for parks, and adding a Parks Department in the future. He said the Martin Luther King Park could be included in the bond projects and the bike course behind Riverbirch Shopping Center; these projects could be readily implemented. Council discussed the possibilities of different projects such as splash parks, etc. Mr. Hegwer stated that he is recommending putting together a Master Plan for the parks and greenways.

Regarding the parking/signage plan, Mr. Hegwer recommended not spending the \$35,000 budgeted for signs, but consider a comprehensive long-range parking study for downtown to include a signage plan for City facilities and way-finding signs.

We are saving \$50,000 to \$60,000 per year on street lighting due to the conversion to LED lighting. Approximately 1,500 lights are needed at an annual cost of \$10 per light per month. Actual revenue required is approximately \$180,000. We can use the savings from the LED conversion of \$50,000 and levy a vehicle registration fee of \$6 per vehicle (which would total approximately \$132,000) towards this project.

Mr. Hegwer gave a summary of future anticipated projects (listed on Exhibit B) and how they could be funded. He informed Council that the Police Department is ready to purchase body cameras for the police officers. A grant would be available July 1 and we could save \$13,000 - \$15,000. They have basically said if you apply, you will receive the grant. If you purchase the cameras now, it will cost \$70,000. However, the bottom line is, if we purchase them now, we will have them in place four months ahead of waiting for the grant. The Police Department has researched this for over a year and are ready to purchase the cameras.

Chief Yarborough stated that they have tested numerous companies' cameras and put them on officers to test them to see how they held up. They looked at the footage after they used them for a day and analyzed them to see what they feel is the best camera. They feel good with the camera they plan to purchase. The cameras they want to purchase are a couple of hundred dollars less if we purchase them now. By the time the grant is available, the cameras will go up. There will be months of training; you have to have a policy and have to operate them with a policy. When we put a camera on one of our

officers, we want them to be professional and first class and operate them efficiently. It was the consensus of Council Members to appropriate the money and purchase the cameras now.

Mr. Taylor stated that he met with President Creed Tuesday night at Campbell University. Due to the situation at Campbell with athletics, Campbell acquired the big south basketball tournament this year being held at Buie's Creek. It was destined for Coastal Carolina; they moved out of the conference so that left them without a home and Campbell learned in November, they are hosting the conference tournament. There are eleven teams in that tournament; one team is staying in Fuquay; one team in Lillington and eight teams are staying at the Airport Research Triangle Park. He said he did not know what we could do to try to enhance our position as Campbell lands other events; they just landed the 2017 Lacrosse National Championship; it is going to be held in Cary. We need to increase our community awareness and that is a SAGA issue. It is important that we bring in some people; maybe we could bring in the commissioner that weekend in March and show him what Sanford has to offer. Mayor Mann commented that we should facilitate that meeting. Mr. Taylor stated that he would be glad to set the meeting up.

Mr. Haire asked if we have any plans for the Jaycee Hut due to the Kiwanis Club's termination of the lease. Mr. Hegwer replied no; staff is working on it.

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

ADJOURNMENT

Council Member Buckels made the motion to adjourn the meeting; seconded by Council Member Wyhof, the motion carried unanimously.

Respectfully Submitted,

T. CHET MANN, MAYOR

ATTEST:

BONNIE DAVIS, CITY CLERK

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

The City Council met at the Sanford Municipal Center, 225 E. Weatherspoon Street, on Tuesday, March 1, 2016, at 7:00 p.m., in Council Chambers. The following people were present:

Mayor T. Chet Mann
Council Member Byron Buckels
Council Member James Williams
Council Member Rebecca Wyhof
City Manager Hal Hegwer

Mayor Pro Tem Sam Gaskins
Council Member Jimmy Haire
Council Member Norman Charles Post, III
City Attorney Susan Patterson
City Clerk Bonnie Davis

Absent:
Council Member Charles Taylor

Mayor Mann called the meeting to order. Council Member Williams delivered the invocation. The Pledge of Allegiance was recited.

PUBLIC COMMENT

There were no requests for public comment.

APPROVAL OF AGENDA

Mayor Mann requested that an item be added to the Agenda for a Proclamation acknowledging the 104th anniversary of the Girl Scouts of the USA. Council Member Post made a motion to approve adding this item to the Special Agenda. Seconded by Council Member Buckels, the motion carried unanimously.

Council Member Wyhof made a motion to approve the agenda as amended. Seconded by Mayor Pro Tem Gaskins, the motion carried unanimously.

CONSENT AGENDA

Approval of Council Work Session Minutes Dated January 5, 2016 (filed in Minute Book 85)

Approval of City Council Meeting Dated January 5, 2016 (filed in Minute Book 85)

Approval of Joint Interlocal Committee Meeting Minutes Dated January 11, 2016 (filed in Minute Book 85)

Approval of Council Work Session Minutes Dated January 12, 2016 (filed in Minute Book 85)

Approval of Council Work Session Minutes Dated January 19, 2016 (filed in Minute Book 86)

Approval of City Council Meeting Minutes Dated January 19, 2016 (filed in Minute Book 86)

Approval of Council Work Session Minutes Dated January 26, 2016 (filed in Minute Book 86)

Approval of City Council Meeting Minutes Dated February 2, 2016 (filed in Minute Book 86)

City Council Meeting
March 1, 2016

Council Member Post made a motion to approve the Consent Agenda. Seconded by Council Member Buckels, the motion carried unanimously.

SPECIAL AGENDA

Presentation of Proclamation Declaring the Week of March 6-12, 2016, as Girl Scout Week (Exhibit A)

Mayor Mann acknowledged that March 12, 2016, marks the 104th anniversary of Girl Scouts of the USA, read the proclamation and recognized members of Troop 1276 and Troop 1401, along with their leaders who were in attendance.

REGULAR AGENDA

Consider Renewal of Deer Urban Archery Season (Exhibit B)

City Manager Hegwer explained that the NC Wildlife Resources Commission seeks a request from the City to continue participating in the Deer Urban Archery Season. The next season will be January 14, 2017, through February 18, 2017. He confirmed there have been no problems with the program and specifics are available on the city's website.

Council Member Post made the motion to approve the Renewal of Deer Urban Archery Season and Council Member Buckels seconded the motion, which passed by a vote of five to one. Mayor Pro Tem Gaskins cast the dissenting vote.

Consider Ordinance Repealing Certain Speed Limits and Enacting New Speed Limits of Various Roads Within the City Limits of Sanford Due to the Renaming of US 421 to USA 421 Business (Exhibit C)

City Engineer Paul Weeks explained that this ordinance addresses several speed limit ordinances passed by NCDOT many years ago. Horner Boulevard has been labeled "US 421" but since completion, the Sanford Bypass is now known as "US 421" and Horner Boulevard is "US 421 Business." This name change affects a number of speed limit ordinances described in the ordinance but does not change the actual speed limits.

Mayor Pro Tem Gaskins made a motion to adopt the Ordinance Repealing Certain Speed Limits and Enacting New Speed Limits on Various Roads within the City Limits of Sanford due to the Renaming of US 421 to US 421 Business. Seconded by Council Member Wyhof, the motion carried unanimously.

Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2015-2016 – Police Body Cameras (Exhibit D)

City Manager Hegwer explained that this ordinance authorizes the purchase of 70 body cameras, a server and charging/docking stations to equip the uniform patrol division. Mayor Mann noted that the police department has researched this issue for quite some time.

Council Member Post made a motion to adopt the Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2015-2016 for the purpose of Police Body Cameras. Seconded by Council Member Buckels, the motion carried unanimously.

City Council Meeting
March 1, 2016

Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2015-2016 – Cleanup (Exhibit E)

Financial Services Director Beth Kelly explained that this is a typical “clean up” amendment done annually and summarized the ordinance.

Mayor Pro Tem Gaskins made a motion to approve the Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2015-2016 (“Cleanup” Amendment). Seconded by Council Member Williams, the motion passed unanimously.

Consider Replacement of Ordinance 2016-08, “Ordinance Amending the Official Zoning Map of the City of Sanford, North Carolina,” due to Clerical Error (Exhibit F)

City Attorney Patterson explained that on February 2, Council approved the rezoning of property on Bragg Street from R-17 Conditional Zoning District to General Commercial C2. When the ordinance was being signed, it was noted that the statement of consistency required for the Land Use Plan had not been included. A replacement ordinance has been prepared for Council’s approval which includes this language (stating that the 2020 Land Use Plan map does not identify a specific land use for the subject property; therefore, the current development trends and surrounding zoning of the neighborhood were considered). Attorney Patterson requested that a vote be taken to adopt and replace the previous ordinance, noting that proposed ordinance contains the correct text and it would still have an effective date of February 2, 2016.

Mayor Pro Tem Gaskins made a motion to adopt and replace the Ordinance Amending the Official Zoning Map of the City of Sanford, North Carolina, which was seconded by Council Member Post. The motion passed unanimously.

Other Business

Council Member Haire expressed regret about the fire on Bragg Street over the past weekend, which was the second major fire in 2016, and recognized the work by Chief Wayne Barber and the Sanford Fire Department.

Council Member Wyhof acknowledged the fire and police departments for hosting recent sessions of the Citizens’ Academy and invited fellow Council members to attend future sessions.

Mayor Mann stated that Council will soon be making appointments to local boards and commissions, stressing how important it is to find the most qualified and passionate people available. He also reminded Council of the grand opening event scheduled for the Buggy Company on Monday, March 7, and noted that Secretary Kluttz (of the Department of Cultural Resources) will be attending. He and Manager Hegwer will attend the Mayors’ Metro Association meeting on March 2.

CLOSED SESSION

Attorney Patterson stated that a motion was needed to go into closed session in accordance with North Carolina General Statute 143-318.11(a)(5) to instruct the public body, staff or negotiating agent concerning the position to be taken in negotiating the price or other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange or lease.

City Council Meeting
March 1, 2016

The motion to go into closed session was made by Mayor Pro Tem Gaskins. Seconded by Council Member Buckels, the motion passed unanimously.

ADJOURNMENT

Council Member Post made the motion to adjourn the meeting; seconded by Council Member Wyhof, the motion carried unanimously.

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

Respectfully Submitted,

T. CHET MANN, MAYOR

ATTEST:

BONNIE DAVIS, CITY CLERK

MEMORANDUM

TO: Sanford City Council
Sanford Planning Board
Hal Hegwer, City Manager

FROM: David Montgomery, Senior Planner

DATE: March 3, 2016

REF: Public Hearing regarding text amendments to the Unified Development Ordinance

The following are two proposed text amendments to the UDO as recommended by planning staff. Please note that these amendments were presented to the Joint Planning Commission at their November 19, 2015 meeting. Upon discussion of the items, the Joint Planning Commission recommended that all the amendments be forwarded to the three jurisdictions for public hearings and consideration of adoption.

PROPOSED AMENDMENT 1 to Article 11 Sign Regulations

Based on a request from the Downtown Sanford, Inc. Board of Directors, staff is proposing an amendment to Article 11 Sign Regulations, Sections 11.6 and 11.7, to allow sandwich board signs on public sidewalks in front of a business in the Neighborhood Commercial (NC), Central Business District (CBD), Traditional Neighborhood Development (TND), and Planned Unit Development (PUD) districts, subject to development standards. Staff recommends that a new section be added to Section 11.7 *Signs That Do Not Require A Permit* that will add development standards for sandwich board signs.

Draft language for consideration of amending **Article 11, Section 11.6** (Changes in *bold italics*):

11.6 PROHIBITED SIGNS

11.6.1 The following signs are prohibited within the City of Sanford and Town of Broadway, including their extraterritorial jurisdictions and Lee County:

- All signs that advertise an activity or business no longer conducted.
- Banners, except as provided by § 11.10 (Temporary Banners).
- Beacons, except as provided for in Table 11-4.
- Flashing Signs, except as provided for in Table 11-4.
- Indirect illumination, such as floodlights, erected in such a manner as to cause glare that impairs driver vision on streets or roadways, pilot vision approaching or departing Sanford/Lee County Regional Airport runways, or that causes a nuisance to adjoining property.

- Off-Premise signs except as specifically permitted herein.
- Pavement markings for purposes other than traffic control.
- Pennants.
- Portable signs *except those that have met the requirements of 11.7.19 Sandwich Board Signs.*
- Roof signs.
- Signs attached to or painted on utility poles, telephone poles, trees, parking meters, bridges and overpasses, rocks, other signs, benches and refuse container, except that the latter two may contain a logotype.
- Signs containing or consisting of pennants, ribbons, streamers, festoon lighting, balloons (or inflatable signs), or spinners.
- Signs placed within any required Sight Distance, except approved traffic control signage.
- Signs placed within or extending into the right-of-way of streets and roads maintained by the City of Sanford, Town of Broadway, or the State, except those signs erected by a duly constituted government body *or those that have met the requirements of 11.7.19 Sandwich Board Signs.*
- Signs that contain language and/or pictures obscene to the general public in accordance with NCGS § 14-190.1.
- Signs that do not conform to this Article.
- Signs that obstruct fire escapes, windows, doors or other openings used as means of egress or as required legal ventilation.
- Signs which approximate official highway signs, warning signs or regulatory devices.
- Windblown devices.

11.7 SIGNS THAT DO NOT REQUIRE A PERMIT.

11.7.19. Sandwich Board Signs

11.7.19.1 Sandwich board signs are A-frame signs constructed with two (2) panels back-to-back joined together at the top and configured in the shape of an inverted “V” so that the bottom of the sign rests upon or near the ground. These signs are intended to be pedestrian oriented during hours of operation, readily movable, and without permanent attachment to a building, structure, or the ground.

11.7.19.2 Districts: Sandwich board signs are allowed on public sidewalks only in the Neighborhood Commercial (NC), Central Business District (CBD), Traditional Neighborhood Development (TND), and Planned Unit Development (PUD) zoning districts, subject to standards 11.7.19.3 through 11.7.19.8.

11.7.19.3 Location: A sandwich board sign on a public sidewalk must be located in front of the associated business either with some portion of the base of the sign within one (1) foot of the curb or within a one (1) foot of the building, provided that a minimum five (5) foot-wide pedestrian clearance zone is maintained along the sidewalk. Signs are not allowed if a minimum five (5) foot-wide pedestrian clearance zone cannot be provided.

11.7.19.4 Hours: Sandwich board signs may be displayed only during the associated business' hours of operation. Any sandwich board signs found on the sidewalk after the associated business' hours will be deemed abandoned and subject to being removed.

11.7.19.5 Area: Neither panel shall exceed 30'' in width or 42'' in height. Within these specified maximum dimensions, creative shapes that reflect the theme of the business being advertised are encouraged (e.g., an ice cream shop may display a sign in the shape of an ice cream cone).

11.7.19.6 Materials: The sandwich board sign frame shall be constructed of a non-reflective material and/or color. The sign must be constructed of materials that present a finished appearance and is compatible with the historic nature of the districts, such as wood and/or metal. Rough cut plywood and PVC pipe framing are not acceptable. The sign lettering should appear professionally painted or applied. Chalkboard or white board signs shall be permitted. Signs may not be illuminated.

11.7.19.7 Number: Any single building, including those containing multiple businesses, may place only one (1) sandwich board sign per street.

11.7.19.8 Liability: Any person or business erecting a sandwich board sign shall in writing agree in advance to indemnify and hold harmless the City and its officers, agents, and employees from any claim arising out of the presence of the sign on City property or the public right-of-way.

PROPOSED AMENDMENT 2. Based upon recent private interest about the feasibility of opening a Microbrewery in the City of Sanford, staff is proposing an amendment to add Regional Breweries, Large Breweries and Microbreweries as new land uses to the permitted use matrix and further indicate that such uses shall be permitted as of right in the Light Industrial and Heavy Industrial zoning districts. As proposed, Microbreweries shall also be permitted in the Highway Commercial (HC), Light Commercial and Office (C-1), General Commercial (C-2) and Central Business (CBD) districts with development regulations. The changes to the UDO include amendments to three sections: (1) **Article 4 Permitted Use Matrix**, (2) **Article 5 Supplemental Development Regulations** to add a new section and supplemental standards for Microbreweries, and (3) to **Appendix A** to add new Definitions for breweries.

Draft language for consideration of adding new land uses to **Table 4.6-1 Permitted Use Matrix** for Regional Brewery, Large Brewery and Microbrewery (Changes in ***bold italics***):

Table 4.6 -1 PERMITTED USE MATRIX:

Key: "P" means permitted as of right, "S" means permitted as a special use, "D" means development regulations apply (see Article 5), "A" means permitted only as an accessory use, "-" means prohibited. Section numbers as provided in the use column(i.e. § 5.1) provide additional reference regarding the supplemental design standards as found within other sections of this Ordinance.
Refer to Appendix A or the sources referred to under "Land Use Coding" for specific definitions of uses.

Use	LBCS Function	LBCS Structure	RA Residential Agricultural	RR Restricted Residential	R-20 Residential Single-Family	R-14 Residential Single-Family	R-12SF Residential Single-Family	R-12 Residential Mixed	R-10 Residential Mixed	R-6 Residential Mixed	MF-12 Multifamily	NC Neighborhood Commercial	HC Highway Commercial	C-1 Light Commercial & Office	C-2 General Commercial	O&I Office & Institutional	CBD Central Business District	LI Light Industrial	HI Heavy Industrial
Industrial & Manufacturing Uses																			
Chemicals, plastics and rubber products	3320		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	P
Concrete and Asphalt Plants (see § 5.8)			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P/D	P/D
Contractors' offices/shop with outdoor storage areas	7110-7450		-	-	-	-	-	-	-	-	-	-	S	-	S	-	-	S	P
Contractors' offices/shop without outdoor storage areas	7110-7450		-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P
Dolls, Toys, Games, and musical instruments	3420		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Electrical equipment, appliance and components manufacturing	3360	2621	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Finished nonmetallic mineral products (brick, refractories, ceramics, glass, cement, etc.)	3330		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Food and Beverage manufacturing	3110		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Regional Brewery and Large Brewery			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Microbrewery (see § 5.42)			-	-	-	-	-	-	-	-	-	-	P/D	P/D	P/D	-	P/D	P	P
Food manufacturing, Animal Slaughtering and Processing	3110		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P
Furniture and Related Products Manufacturing	3230		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Jewelry and Silverware manufacturing	3410		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Junkyard / Automobile Salvage Yard (see § 5.18)			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S/D
Landfills, LCID (2 acres or less in size) (see § 5.19)			P/D	P/D	P/D	P/D	P/D	P/D	P/D	P/D	P/D	P/D	P/D	P/D	P/D	P/D	-	P/D	P/D
Landfills, C&D or LCID (greater than 2 acres in size) (see § 5.20)			S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	-	P/D	P/D
Landfills, Solid waste (see § 5.20)	4345	6320	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S/D
Leather and Allied Products	3140		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Machinery and Equipment manufacturing (w/indoor storage/operations only)	3350		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Machinery and Equipment manufacturing (w/outdoor storage/operations)	3350		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P
Manufactured housing manufacturing			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P
Manufacturing, excluding other uses listed in this table	3100-3230, 3400-3520		-	-	-	-	-	-	-	-	-	-	-	-	S	-	-	S	P
Metal Manufacturing (excluding smelting operations)	3340		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	p	P
Metal Manufacturing (smelting and similar	3340		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P

Key: "P" means permitted as of right, "S" means permitted as a special use, "D" means development regulations apply (see Article 5), "A" means permitted only as an accessory use, "-" means prohibited. Section numbers as provided in the use column(i.e. § 5.1) provide additional reference regarding the supplemental design standards as found within other sections of this Ordinance. Refer to Appendix A or the sources referred to under "Land Use Coding" for specific definitions of uses.

Use	LBCS Function	LBCS Structure	RA Residential Agricultural	RR Restricted Residential	R-20 Residential Single-Family	R-14 Residential Single-Family	R-12SF Residential Single-Family	R-12 Residential Mixed	R-10 Residential Mixed	R-6 Residential Mixed	MF-12 Multifamily	NC Neighborhood Commercial	HC Highway Commercial	C-1 Light Commercial & Office	C-2 General Commercial	O&I Office& Institutional	CBD Central Business District	LI Light Industrial	HI Heavy Industrial
operations)																			
Mining and Quarries Unincorporated Lee County and City of Sanford only (see § 5.23)	8000-8500		S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	S/D	P/D
Mining and Quarries, EXCEPT Oil and Gas Extraction Town of Broadway only (see § 5.23)	8000-8500		S/D															S/D	P/D
Mining and Quarries, Oil and Gas Extraction Town of Broadway only (see § 5.41)	8100		S/D															S/D	P/D
Office Supply, inks, etc. manufacturing (except paper)	3430		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Paper and Printing Materials manufacturing	3220		-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	P	P
Petroleum, Asphalt & Coal Manufacturing	3310		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P
Pharmaceutical Manufacturing			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Pottery Manufacturing & Sales			P	-	-	-	-	-	-	-	-	-	P	-	P	-	-	P	P
Retail outlets for products manufactured on premises			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Sawmills or Planing Mills			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	P
Sign manufacturing	3440		-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	P	P
Storage of Flammable Liquids (In Bulk) Above Ground Storage (see § 5.31)	3600	2780 2781 2782	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S/D	S/D
Textile Mills & Apparel Manufacturing	3130		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Tire Recapping			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Tobacco Manufacturing	3120		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Transportation equipment, automobiles, aircraft, boat, railroad, etc.	3770		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Warehouse structures, generally	3600	2730 2740 2750 2760	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	P	P
Wood Products, (except furniture)	3210		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P

Signs - See of this Ordinance

5.42 MICROBREWERY

5.42.1 APPLICABILITY

This section shall apply to uses of land for a microbrewery which produces less than 25,000 barrels (775,000 gallons) of beer per year. Prior to operation of this use, the operator must comply with all regulations from local, state, or federal agencies.

5.42.3 LOCATION

5.42.3.1 Microbreweries shall be permitted by right in the LI and HI zoning districts. Microbreweries may be permitted in the HC, C-1, C-2, CBD, PUD, and TND districts subject to design standards as set forth in section 5.42.4.

5.42.4 STANDARDS

5.42.4.1 A microbrewery in the HC, C-1, C-2, CBD, PUD, and TND districts is required to include at least one (1) of these accessory uses: a taproom or brewpub. A taproom or brewpub associated with a microbrewery shall not be classified as an Entertainment Establishment (see § 5.26 of this Ordinance) and must be accessible to the public.

5.42.4.2 A taproom shall not be located within two hundred (200) linear feet of a parcel or tract of land that contains any church or religious institution, daycare facility, or detached single-family dwelling structure.

5.42.4.3 Outdoor storage areas of goods, materials, or solid waste used in assembly, fabrication, processing, or the accessory use shall be screened from view subject to design standards as set forth in section 10.1.

Draft language to amend APPENDIX A, A-3 DEFINITIONS to add the following definitions:

Large Brewery - A brewery with an annual beer production over 6,000,000 barrels.

Regional Brewery - A brewery with an annual beer production of between 25,000 and 6,000,000 barrels.

Microbrewery - A brewery with an annual beer production less than 25,000 barrels (775,000 gallons). Microbreweries can sell to the public by one or more of the following methods: the traditional three-tier system (brewer to wholesaler to retailer to consumer); the two-tier system (brewer acting as wholesaler to retailer to consumer); and, directly to the consumer through carry-outs and/or on-site tap-room or restaurant sales. Accessory uses, for a brewery may include sale of merchandise, the sale of take home containers, a taproom, or a brewpub, subject to all regulations from local, state, or federal agencies.

Taproom - A room that is ancillary to the production of beer at a brewery, microbrewery, and restaurant/brewpub where the public can purchase and/or consume the beer produced on site.

Brewpub - A restaurant-brewery that sells 25 percent or more of the beer manufactured on site. The beer is brewed for sale in the restaurant. The beer is often dispensed directly from the brewery's storage tanks.

PUBLIC NOTICE
CITY OF SANFORD, THE TOWN OF BROADWAY AND LEE COUNTY

Notice is hereby given that the City of Sanford, the Town of Broadway and Lee County will each conduct a public hearing regarding potential amendments to the jointly adopted Unified Development Ordinance (UDO). The public hearings will be conducted for consideration of the following amendments:

1. Consideration of amendments to the Unified Development Ordinance, Article 11 Sign Regulations, Section 11.6 Prohibited Signs to allow Sandwich Board Signs as noted, and to Section 11.7 Signs That Do Not Require a Permit by adding a new Subsection 11.7.19 Sandwich Board Signs with conditions as set forth in the section.
2. Consideration of multiple amendments to the Unified Development Ordinance to allow for Breweries.
 - Amendment to Article 4, Table 4.6.-1 Permitted Use Matrix to add a new land use for Regional Breweries, Large Breweries and Microbreweries and further indicate that Regional Breweries, Large Breweries and Microbreweries shall be permitted as of right in the Light Industrial (LI) and Heavy Industrial (HI) districts and that Microbreweries shall also be permitted in the Highway Commercial (HC), Light Commercial & Office (C-1), General Commercial (C-2) and Central Business (CBD) districts with supplemental development regulations.
 - Amendment to Article 5, to create a new Section 5.42 in order to add supplemental development regulations for Microbreweries allowed in the Highway Commercial (HC), Light Commercial & Office (C-1), General Commercial (C-2) and Central Business (CBD) districts.
 - Amendment to Appendix A to add Definitions for Regional Brewery, Large Brewery, Microbrewery, Brewpub, and Taproom.

Each of the jurisdictions will conduct a public hearing on the amendments as described above. The following are the specific details for each of the hearings.

City of Sanford – The City Council and Planning Board for the City of Sanford will hold joint public hearings on Tuesday, March 15, 2016 in the Council Chambers of the Sanford Municipal Building, 225 East Weatherspoon Street, Sanford, N.C. The hearings will begin at 7:00 p.m. or as soon thereafter as deemed practical by the City Council. Upon request and with 24-hour notice, the City will provide an interpreter for the hearing impaired or any other type of auxiliary aid.

By Bonnie Davis, Clerk
 City of Sanford

Town of Broadway – The Town of Broadway Board of Commissioners and Planning Board will hold joint public hearings on Monday, March 28, 2016 at 7:00 p.m. at the Town of Broadway Lions Club Building, 100 East Lake Drive, Broadway, NC. Upon request and with 24-hour notice, the Town will provide an interpreter for the hearing impaired or any other type of auxiliary aid.

Laura Duval, Clerk
Broadway Town Board

Lee County - Notice is hereby given that the Lee County Board of Commissioners and the Lee County Planning Board will hold joint public hearings on Monday, March 21, 2016 in the Commissioners' Board Room at the Lee County Government Center, 106 Hillcrest Drive, Sanford, NC. The hearings will begin at 6:00 p.m., or as soon thereafter as deemed practical by the Board. Upon request and with 24-hour notice, the County will provide an interpreter for the hearing impaired or any other needed type of auxiliary aid.

By Gaynell M. Lee, Clerk
Lee County Board of Commissioners

The public is cordially invited to attend any or all of the public hearings as described above. Further information regarding the proposed amendments or any of these public hearings may be obtained from the Sanford/Lee County Community Development Department, 115 Chatham Street, NC 27330 or by calling (919) 718-4656. Calquier ciudadano que tenga preguntas o comentarios de las cosas al referido, puede comunicarse a el departamento de desarrollo para Sanford/Condado de Lee, llame al (919) 718-4656.

Please publish in the Legal Notices Section of the Sanford Herald on Friday, March 4, 2016 and on Friday, March 11, 2016. If you have any questions regarding this notice, please call Althea Thompson at 718-4656 x5399. Please reference this account number (30031885) on the invoice and refer to as City of Sanford Zoning Notice.

Please send publisher's affidavit to the Community Development Office, P.O. Box 3729, Sanford, NC, and attention: Angela Baker.

Thank you.

Consider Update from Sanford Area Growth Alliance (SAGA)



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

(919) 777-1110
FAX: (919) 775-8205
Email: hal.hegwer@sanfordnc.net

City of Sanford

Hal Hegwer
City Manager

March 11, 2016

To: Mayor and Council Members
From: Hal Hegwer, City Manager *H.H.*
Subject: McCallum Sweeney Presentation

In July 2015, Duke Energy and McCallum Sweeney made a presentation to the community on the findings of the Duke Energy Site Readiness Program. The Sanford Area Growth Alliance (SAGA) is requesting that Duke Energy and McCallum Sweeney present an update on the results of the Site Readiness study to all interested parties. The update would be very helpful since we are considering annexation of the Central Carolina Enterprise Park and other surrounding properties. The cost is \$4,500 and will be divided equally between the Sanford Area Growth Alliance, the City, and Lee County.

If you have any questions, please contact me.

**RESOLUTION TO TEMPORARILY CLOSE STREETS
IN SUPPORT OF THE SANFORD
CLEANUP AND BLOCK PARTY**

WHEREAS, the Housing Task Force, Wilson and Reives Attorneys at Law, several Jonesboro area churches and other community groups are sponsoring a Cleanup and Block Party in Sanford on April 9, 2016; and

WHEREAS, the City of Sanford desires to support the Cleanup and Block Party in Sanford on April 9, 2016; 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 streets for the duration so designated:

Woodland Avenue from Courtland Drive to Hughes Street

ADOPTED this 15th day of March, 2016.

T. CHET MANN, MAYOR

ATTEST:

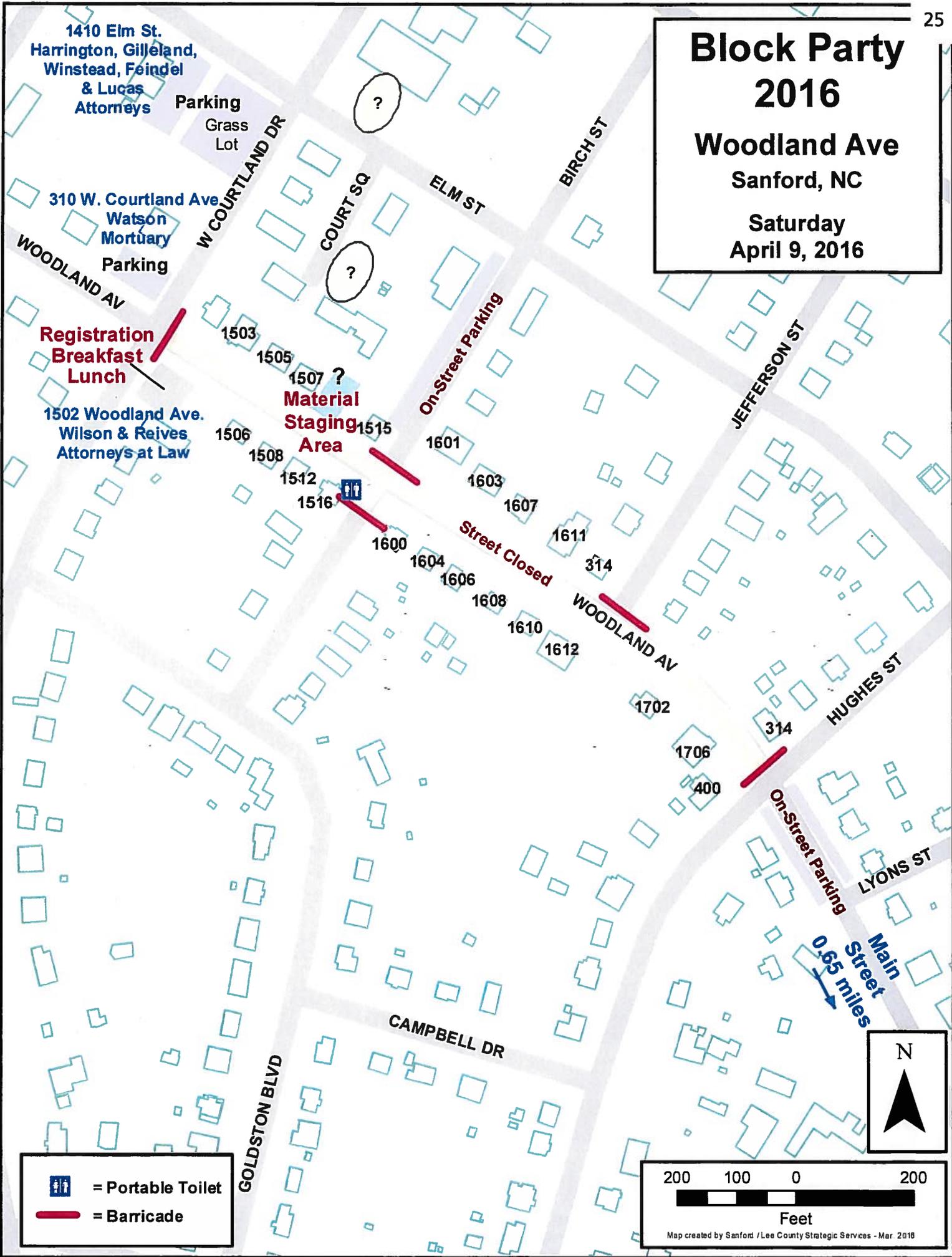
BONNIE DAVIS, CITY CLERK

SUSAN C. PATTERSON, CITY ATTORNEY

Block Party 2016

Woodland Ave Sanford, NC

Saturday
April 9, 2016



**Registration
Breakfast
Lunch**

**Material
Staging
Area**

Street Closed

On-Street Parking

**Main Street
0.65 miles**

 = Portable Toilet
 = Barricade

200 100 0 200


Feet

Map created by Sanford / Lee County Strategic Services - Mar 2016



Sanford Fire Department

Post Office Box 3729

Sanford, NC 27331-3729

Office: 919-777-1300

Fax: 919-775-7018

To: Hal Hegwer
From: Ken Cotten/ Deputy Chief
Subj: Smoke Detector Grant
Date: March 9, 2016

The Sanford Fire Department developed its smoke alarm program so that firefighters who respond to a residential call are able to install a working detector in any home that doesn't have one. The goal of the program is to ensure that firefighters leave homes safer than they were when the department arrived.

When the program began, the department received its smoke alarms from the Office of State Fire Marshal's (OSFM) injury prevention division. However, OSFM no longer receives the federal grant money it used to purchase and distribute smoke alarms.

Unfortunately, there were two fire fatalities in Sanford during the past year. To protect against future fatalities, the Sanford Fire Department's life safety educators created a plan to proactively install alarms before firefighters had to be called to a home. The new approach is to canvas Sanford's neighborhoods to find homes without a detector – starting with the neighborhoods affected by those two fatalities, which were the Carr Creek subdivision and McIntosh Street.

Starting in Carr Creek, the Sanford Fire Department went door-to-door to meet the occupants and ensure a properly working detector was installed. As with every residential visit, firefighters also provided fire and life safety materials to address comprehensive prevention. Firefighters visited approximately 100 homes and installed more than 150 detectors.

During this time, the department continued to install detectors at residences throughout Sanford. In total, the department installed 207 alarms and each has a 10-year battery life.

Our program is evaluated using survey forms available from the OSFM. Those forms are sent to the OSFM and a copy is maintained at the Sanford Fire Department. Survey data was collected for each home canvassed during the Carr Creek campaign.

When OSFM advised us that its funding had ended, we sought other funding opportunities. We applied to the North Carolina Firefighters' Burned Children Fund and were awarded a \$1,000 grant. Lowe's Home Improvement allows our department to purchase detectors at cost, which allows us to stretch the grant money as necessary.

These partnerships with the North Carolina Firefighters' Burned Children Fund and Lowe's Home Improvement will allow the Sanford Fire Department to continue our community canvassing program. The department is committed to making homes safer through the smoke alarm program.

**AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET
OF THE CITY OF SANFORD FY 2015-2016**

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 2015-36 per G. S. 159-15 for the continued operation of the City of Sanford, its government, and activities for the balance of the fiscal year 2015-2016.

**GENERAL FUND
APPROPRIATION OF FUNDS**

REVENUES		EXPENDITURES	
100120 50325 F1601 Fire Grant	1,000	10025300 67339 F1601 Fire - Smoke Detectors	1,000
Total Appropriation	<u>\$ 1,000</u>		

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 March, 2016.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

Susan C. Patterson, City Attorney

2015-2016 BUDGET ORDINANCE AMENDMENT**GENERAL FUND****Appropriation of Funds - results in increasing of budget****Revenues**

Fire Grant	1,000	To appropriate grant revenue received from the Firefighters Burn Children Fund, Inc.
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Expenditures

Fire - Smoke Detectors	1,000	To budget funds for the purchase of smoke detectors
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**Grant Project Ordinance
Rural Economic Development Grant
Comfort First Heating & Cooling, Inc. Water Infrastructure Improvements**

BE IT ORDAINED by the City Council of the City of Sanford, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: The project authorized is for the city to provide water infrastructure to allow Comfort First Heating and Cooling, Inc. to expand their operations by building a new 13,000 square foot building. The proposed water improvements include the extension of approximately 1,900 linear feet of 6 inch water line and necessary appurtenances. Comfort First Heating and Cooling, Inc. established a baseline employment level of 43 full-time employees.

Section 2: The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the North Carolina Rural Economic Development Center, and the budget contained herein.

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

City of Sanford Local Match	\$ 5,182
NC Rural Economic Development Center	<u>103,615</u>
Total	<u>\$ 108,797</u>

Section 4: The following amounts are appropriated for the project:

Water Infrastructure Improvements	<u>\$ 108,797</u>
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Section 5: The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreement(s) and federal and state regulations.

Section 6: Funds may be advanced from the Utility Fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7: The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8: The Finance Officer is directed to include detailed analysis of past and future costs and revenues of this grant project in every budget submission made to this council.

Section 9: Copies of this grant project ordinance shall be furnished to the Clerk to the City Council and the Finance Officer for direction in carrying out this project.

ADOPTED this the 15th day of March, 2016

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

Susan C. Patterson, City Attorney

**AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET
OF THE CITY OF SANFORD FY 2015-2016**

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 2015-36 per G. S. 159-15 for the continued operation of the City of Sanford, its government, and activities for the balance of the fiscal year 2015-2016.

**UTILITY FUND
APPROPRIATION OF FUNDS**

	REVENUES				EXPENDITURES
300910 31123	Sale of Non-Capital	1,142	30096650 66033		Contribution-Capital Project
300910 31125	Sale of Capital	2,723			5,182
300910 41506	After Hours	1,017			
300910 41526	Non-Compliance Fees	300			
	Total Appropriation	<u>\$ 5,182</u>			

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 March, 2016.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

Susan C. Patterson, City Attorney

2015-2016 BUDGET ORDINANCE AMENDMENT**UTILITY FUND****Appropriation of Funds** - results in increasing of budget**Revenues**

Sale of Non-Capital	1,142	To appropriate additional revenue received
Sale of Capital	2,723	To appropriate additional revenue received
After Hours	1,017	To appropriate additional revenue received
Non-Compliance Fees	300	To appropriate additional revenue received

Expenditures

Contribution - Capital Project	5,182	To budget local match for Rural Economic Development Grant - Comfort First Heating & Cooling, Inc. Water Infrastructure Improvements
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MEMORANDUM

TO: City of Sanford City Council
Hal Hegwer, City Manager

FROM: Marshall Downey, Planning Director

DATE: March 15, 2016

REF: Consideration of contract for consultant services for assistance with comprehensive update to county-wide land use plan

As Council is aware, the current 2020 Land Use Plan is very dated and is in need of a major overhaul. The current budget includes an amount of \$100,000 for assistance in developing and updating said land use plan.

In November of last year staff released an RFP soliciting consultants. Staff evaluated and scored the RFPs that were received and based on this evaluation, recommends the proposal as received from Benchmark CMR, Inc. Attached is the contract from Benchmark for your consideration. Please note that the amount of the contract is \$79,425.00. The project is estimated to be completed within 12 months (1 year) once the project kicks off.

As a reminder, staff intends to work closely with the Joint Planning Commission (JPC) throughout the development of this plan. Once a contract is executed, staff will work the consultant to set up a meeting with the JPC to get the project kicked off.

The attached contract has been reviewed by the City Attorney.

STATE OF North Carolina
 COUNTY OF Lee

**AGREEMENT FOR SERVICES
 WITH THE CITY OF SANFORD
 "FIXED FEE" CONTRACT**

THIS AGREEMENT, made and entered into this ____ day of _____, by and between The City of Sanford, herein and after referred to as the CLIENT, and Benchmark CMR, Inc., herein and after referred to as the CONSULTANT.

WITNESSETH:

WHEREAS, the CLIENT issued a request for proposals to prepare a Future Land Use Plan;
 and

WHEREAS, the CONSULTANT has expertise in response to the request pertaining to same;
 and

WHEREAS, the CLIENT and CONSULTANT desire to memorialize the CONSULTANT's proposal and award of the contract,

NOW THEREFORE, the CLIENT and CONSULTANT agree as follows:

1. **SCOPE OF SERVICES:** The CONSULTANT agrees to provide and perform for the CLIENT all of those services stipulated in the proposal submitted by the CONSULTANT and the scope of services outlined in the Request For Proposals titled "Land Use Plan Update", which is hereby incorporated as a part of this contract as if fully set forth herein.
2. **COMPENSATION FOR SERVICES:** In the provision of the aforementioned services, the CONSULTANT shall receive compensation for services detailed in the Scope of Services, attached to this contract, in the amount of \$79,425.00. This fee shall be paid to the CONSULTANT in accordance with Section 3 below. Any different or additional Scope of Services shall be approved and authorized by the CLIENT in advance. Additional services performed at the request of the CLIENT outside of the attached Scope of Services, shall be billed to the CLIENT according to the rate schedule in Attachment A: Fee Schedule. Such additional services must be approved in writing by the CLIENT prior to execution of any additional services.
3. **METHOD OF PAYMENT:** The CLIENT shall pay the CONSULTANT for the services based on the cost set forth for each of the five phases in the Fee Proposal of the Proposal. The CONSULTANT shall submit monthly invoices commensurate with the proportion of the entire phase performed. One half of the fee for the final phase (Phase Five) is not due until completion of the project. Payment is due within twenty-one (21) days of the receipt of the invoice by the CLIENT.
4. **TERMINATION OF CONTRACT FOR CAUSE:** If the CONSULTANT shall fail to fulfill in a timely, professional and proper manner all obligations under this contract, or should the CONSULTANT violate any of the covenants, agreements, or stipulations of this contract, the CLIENT shall have the right to terminate this contract immediately by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof. In a like manner, the CONSULTANT shall have the right to terminate this contract immediately by giving written notice to the CLIENT of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports

prepared by the CONSULTANT under this contract shall, at the option of the CLIENT, become the property of the CLIENT and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed pursuant to this contract. However, the CLIENT shall not be obligated to pay any remaining charges for work satisfactorily completed where there exists a right in favor of the CLIENT for refund, reimbursement or offset in connection with any obligations arising from the CONSULTANT to the CLIENT.

5. LEGAL REMEDIES: The CONSULTANT shall not be relieved of any liability to the CLIENT for damages sustained by the CLIENT by virtue of any breach of this contract by the CONSULTANT. It is specifically understood that the CLIENT may withhold any payments to the CONSULTANT for the purpose of offset until such time as the exact amount of damages due the CLIENT from the CONSULTANT is determined. The CLIENT otherwise reserves all legal remedies as may be provided by law.

6. CHANGES: The CLIENT may, from time to time, request changes in the Scope of Services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation which may be mutually agreed upon between the CLIENT and the CONSULTANT shall be incorporated in written amendments to this contract after appropriate authorization as called for in Section 2 of this contract.

7. EQUAL EMPLOYMENT OPPORTUNITY: The CONSULTANT shall not discriminate against any employee or applicant for employment on account of race, color, religion, sex, national origin, age, because of handicapping condition, or Vietnam Era Veteran status. The CONSULTANT shall take affirmative action to ensure equal employment opportunity with respect to all of its employment practices.

8. FEDERAL AND STATE COMPLIANCE: The CONSULTANT acknowledges responsibility for compliance with any and all applicable corporate, partnership or individual taxation laws. The CONSULTANT shall pay all applicable taxes and insurance premiums stipulated by applicable law and shall hold harmless the CLIENT for the payment thereof. The CONSULTANT acknowledges exemption from withholding of applicable taxes or other deductions from compensation agreed to in Section 2 of this contract. The CONSULTANT agrees to furnish Federal Form W-9, upon execution of this contract and prior to issuance of any compensation from the CLIENT.

9. RIGHTS TO DATA: All rights to data, documents, GIS files, maps, and related work products will become the property of the CLIENT upon completion of the contract.

10. 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 insurance company shall list correctly "workers compensation per state statute" on the certificate of insurance.

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.

11. PROFESSIONAL LIABILITY INSURANCE: The CONSULTANT shall provide the CLIENT evidence of professional liability in an amount not less than \$2,000,000 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.

12. INDEMNIFICATION: The 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 the CLIENT and CONSULTANT, they shall be borne by each party in proportion to its negligence.

13. 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.

14. ENTIRE AGREEMENT: This is the entire agreement between the parties and there are no terms, conditions, representations or warranties relating to the work to be performed hereunder which are not specifically set forth herein.

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

ATTEST

CITY OF SANFORD

Signature

BY: _____
Signature

Date

Date

Susan Patterson

Chet Mann

Name

Name

City Attorney

Mayor

Title

Title

This instrument has been pre-audited in a manner required by applicable law.

Finance Officer

ATTEST

BENCHMARK CMR, INC.

Signature

BY: _____
Signature

Date

Date

Richard Smith

Jason M. Epley

Name

Name

Secretary/Treasurer

President

Title

Title

Attachment A: Fee Schedule

Proposal Fee

Project Phase	Estimated Cost
Phase One: Project Initiation	\$4,000
Phase Two: Community Assessment	\$21,250
Phase Three: Draft Plan Development	\$26,400
Phase Four: Final Plan Development	\$19,550
Phase Five: Plan Adoption	\$8,225
Total	\$79,425

General Fee Schedule for Additional Work

Fee Schedule	Staff Rate	Travel	Lodging	Meals	Printing
Per Occurrence	\$105/hr.	IRS Rate	At cost	At cost	At cost + 10%