

**CITY COUNCIL AGENDA**  
**CITY OF SANFORD, NORTH CAROLINA**  
**April 19, 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**
7. **SPECIAL AGENDA**  
Proclamation Proclaiming April 18, 2016, as Lineman Appreciation Day – (Page 3)
8. **CASES FOR PUBLIC HEARINGS: *to be held jointly with the Planning Board.***  
**Public Hearing – Contract for Tourism Visitor Services – (Pages 4 – 7)**
  - Consider Adoption of Contract for Tourism Visitor Services – (Pages 8 - 10)
  - Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2015-2016 – (Tourism Visitor Services) – (Pages 11 – 12)
9. **DECISIONS ON PUBLIC HEARINGS**
10. **REGULAR AGENDA**
  - A. Consider Ordinance Establishing a No-Parking Zone Along a Portion of Central Drive of the City of Sanford – (Pages 13 - 15)
  - B. Consider Health Insurance Renewal for Plan Year 2016-2017 – (Pages 16 - 17)

C. Consider Ordinance to Amend Sanford City Code Chapter 10 – Businesses Article VII. – Peddlers – (Pages 18 - 19)

**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.)***

A. Consider Update from Kate Rumely Regarding Brick Capital – (Pages – 20 - 24)

B. Consider Discussion Regarding Potential Zoning Amendment to Reduce Membership of Historic Preservation Commission from Seven to Five Members – (Pages 25 - 26)

C. Consider Update Regarding the Jonesboro Redevelopment Plan – (Page 27)

**12. OTHER BUSINESS**

Closed Session – (Page 28)

**13. ADJOURNMENT**

Office of the Mayor  
City of Sanford

**P**roclamation ♦♦

**LINEMAN APPRECIATION DAY**

**WHEREAS**, the City of Sanford, NC celebrates the profession of electrical linemen, as this profession requires passion, dedication and ongoing training; and

**WHEREAS**, linemen are often first responders during storms, working to repair broken electrical lines to make the area safe for other public safety heroes; and

**WHEREAS**, linemen must work our power lines 24 hours a day, 365 days a year to keep electricity flowing; and they also play a vital role by maintaining and growing the electrical infrastructure; and

**WHEREAS**, due to the danger of their work with high voltage, these men and women put their lives at risk every day for the citizens of our community; and

**WHEREAS**, the U. S. House of Representatives recognizes the efforts of linemen in keeping the power on and protecting public safety and has designated the celebration of a National Lineman Appreciation Day;

**NOW, THEREFORE**, by virtue of the authority vested in me as Mayor of the City of Sanford, I, T. Chet Mann, do hereby proclaim April 18, 2016 as “Lineman Appreciation Day in Sanford,” and I call upon all citizens to recognize the contribution that these public servants make every day to our health, safety, comfort, and quality of life.

**DATED** this 18<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
T. CHET MANN, MAYOR



Well Centered.

January 20, 2016

Mr. T. Chet Mann, III  
Mayor  
City of Sanford  
225 E. Weatherspoon St.  
Sanford, NC 27330

Dear Mayor Mann,

As stated by the Economic Development Partnership of NC, *“more than 40,000 North Carolina businesses produce goods and services to support visitor demand, with travelers contributing more than 25 percent to their total products and services. The industry directly employs nearly 200,000 North Carolina residents. Travel and tourism also generates more than \$1.6 billion in state and local tax revenues and research has shown every dollar Visit North Carolina invests in statewide tourism advertising produces a return of \$17 in state and local tax revenues.”*

Unfortunately, Sanford and Lee County are limited in the opportunity to contribute to these tourism statistics.

For several years Sanford and Lee County has lacked a tourism focus. This can be attributed to" several assumptions that include... “timing wasn’t right”, “downturn in the economy”, “lack of strategic focus”, “shortage of funding” and “no leadership structure”. This thought process has hampered the opportunity for Sanford and Lee County to compete, expand and grow economically in tourism across the State and throughout the Country. In fact, we have recently missed a number of opportunities to promote events within the county and support groups coming to the area in a way that could provide greater participation and increased visitors to the area. We miss an opportunity to promote tourism in Sanford and Lee County every week.

Fortunately, Sanford and Lee County has reached a place to change this thought process and move forward with developing a ***Visitor Services Program***.

With the successful partnership between the City of Sanford, Lee County and the Sanford Area Growth Alliance, the timing is right! The rebounding economy is evident in the expanding industrial development, growing retail development and the community betterment projects that are taking place in Sanford and Lee County. Growth Alliance is ready to lead the effort with a strategic plan, currently developed within the Growth Alliance program of work, which provides a direct focus on visitor services and tourism.

However, there remains a shortage of funding to support a visitor services program.



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While we all remain hopeful that we will receive an increase in the City of Sanford occupancy tax during the short session of the Legislature, this certainly is not a guarantee and we can no longer wait to fund our tourism efforts through these means. The surrounding counties to our community all have a tourism focus and are experiencing growth. Our lack of program funding diminishes our ability to compete for tourism dollars, which not only leaves us standing still, but essentially backing up.

The time is now to create a *Visitor Services Program*. I am asking for a 2 year commitment from the City of Sanford at the level of \$25,000 per year to support the visitor services effort which will be led by the Growth Alliance. There is consensus from the Agriculture Community, Arts Community, and Hospitality Community that this program is long past due; and growing excitement that the Growth Alliance is committed to leading this effort.

With your commitment we stand ready to implement the attached plan that will grow Sanford and Lee County tourism.

Thanks you in advance for your consideration to support this critical program.

Please do not hesitate to contact me at 910-527-1103 or [jthrash@growsanfordnc.com](mailto:jthrash@growsanfordnc.com) with any questions you may have regarding the Visitor Services Program concept and funding request.

Sincerely,

Joy Thrash  
CEO  
Sanford Area Growth Alliance



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Sanford Area Growth Alliance

Goal: Develop Visitor Services Program

*Lee County has not had a concerted, focused effort on visitor services even though there is tremendous opportunity. Due to its central location, Lee County is ideal for sports tournaments and regional conferences. SLCPP will seek to raise funding for visitor services through an increase in occupancy tax.*

Current:

- Missed opportunities to promote activities in Sanford - Lee County.
- No focused effort on Visitor Services.
- Lack of being proactive to promote Sanford - Lee County.
- No funds to focus on the effort to promote Sanford – Lee County.
- Surrounding counties have CVB and dedicated resources.

While the best scenario for funding would be an increase in occupancy tax to fund a Tourism Development Authority, the Community cannot wait for the Legislature to pass this tax. Waiting on this decision has already cost us several months, actually years. While the Community is being successful at coming together to improve Quality of Life, intensify Economic Development focus, and strengthen the Small Business climate, we have fallen short on our efforts to build our Visitors Services.



# SANFORD

AREA GROWTH ALLIANCE

Economic Development • Chamber of Commerce

Well Centered.

## Plan:

- Establish SAGA as the organization leading the Visitor Services
- Building Community consensus
- Part time Visitor Services position
- Raise funding to support Visitor Services
  - \$60,000 – part time position, marketing items
    - \$10,000 – SAGA – 2 year commitment
    - \$25,000 – City – 2 year commitment
    - \$25,000 – County – 2 year commitment
- Utilize these efforts to advocate the Legislature to pass the occupancy tax
- Create a Visitor Services Committee
  - Arts
  - Agriculture
  - Recreation
  - Hospitality
  - Chamber
  - SAGA
  - City
  - County
  - Town

## Position:

### Visitor Service Program Manager

- Begin to build a model for the Visitor Services
- Implement a process for promoting Sanford – Lee County
- Coordinate with Stakeholders to promote local attractions
- Explore other funding options
- Assist with creating marketing material, website, social media presence

## Going Forward

- Create a Visitor Service Scope of Work
- Locate a Visitor Services Center
- Increase funding
- Establish Director position

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CONTRACT FOR TOURISM VISITOR SERVICES

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This CONTRACT made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Sanford, a Municipal Corporation, hereinafter referred to as CITY, and the Sanford Area Growth Alliance, a non-profit corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as SAGA.

WITNESSETH:

WHEREAS, Chapter 158 of the North Carolina General Statutes authorizes counties to engage in economic development activities, which includes tourism visitor services; and,

WHEREAS, North Carolina General Statute §160A-20.1 authorizes cities to contract with and appropriate money to a corporation to carry out any public purpose that a city is authorized by law to perform; and,

WHEREAS, it is the desire of the Sanford City Council that the City should engage in economic development activities, including a Tourism and Visitor Services program, and that the SAGA should be employed to undertake such activities on behalf of the City; and,

WHEREAS, SAGA, by action of its Executive Committee, has indicated its willingness to perform such Tourism and Visitor Services program activities on behalf of the City; and,

WHEREAS, both parties desire a written memorandum of their agreement.

NOW, THEREFORE, in consideration of the premises, the sums to be paid, and the mutual promises herein set out, the parties have mutually agreed as follows:

1. City hereby engages SAGA to carry out a program of economic development in the area of tourism and visitor services, in keeping with the authority granted to it by Chapter 158 of the North Carolina General Statutes, and SAGA accepts such engagement and promises to perform and carry out such a program.
2. City agrees to make a two-year commitment to SAGA to pay for a Tourism and Visitor Services program which shall include the marketing of businesses, community events, activities at the Dennis A. Wicker Civic Center, and any other relevant programs related to enhancing tourism and increasing the number of new visitors to the City of Sanford.
3. The City is committing to a fee of \$25,000 to be paid in the City's Fiscal Years of FY 15-16 and FY 16-17. Upon execution of the agreement, the City of Sanford will make the first payment. The second payment will be made by January 10, 2017. This fee is conditioned on the County of Lee contributing the same amount to the program.
4. City of Sanford and SAGA agree that a monthly update will be given to the City Council on the activities involved with the Tourism and Visitor Services program. This report will be made as part

of SAGA's monthly economic development report to the City Council. SAGA will also provide a monthly written report to the Sanford City Council as an update on the activities of the Tourism and Visitor Services program.

5. If the State of North Carolina passes a 3 percent occupancy tax in the 2016 Short Session, the payment scheduled for January 10, 2017 will not be made.
6. SAGA Board of Directors agree to the following:
  - a. To select, supervise and evaluate the performance of SAGA staff to ensure delivery of an effective Tourism and Visitors Program. The Chairman of the SAGA Board of Directors and the Executive Director will meet with the Mayor of the Sanford City Council and the City Manager to review the program of work.
  - b. To direct the selected staff along with SAGA marketing staff to develop and implement an effective Tourism and Visitors Service program. The SAGA Board of Directors will monitor the results of the program and develop action plans to help develop more visits from people outside of Lee County.
  - c. To assist Central Carolina Community College in the promotion and marketing of the Dennis A. Wicker Civic Center. The Executive Director and Community College President will work together to attain the goals of the two organizations through their respective Strategic Plans. The two organizations will work towards developing ways to measure the delivered results to the City.
  - d. To cooperate fully with all agencies located in Lee County whose goal is to grow the Town of Broadway, City of Sanford, and Lee County. These groups include, but are not limited to, the Sanford Area Chamber of Commerce, 2<sup>nd</sup> Century Committee, Lee County Board of Education, Downtown Sanford Redevelopment Corporation d/b/a Downtown Sanford, Inc., and Central Carolina Community College.
  - e. To keep accurate, thorough, and detailed records of the expenditure of funds appropriated by the City for the Tourism and Visitor Services Program. As part of their annual audit, SAGA will provide the city a review of how the funds were used in the program of work. All funds shall be used for a public purpose that the City of Sanford is authorized to carry out. SAGA shall repay any funds found to be not used for a public purpose.
  - f. To apprise the Sanford City Council of the formal program of work for the Tourism and Visitors Services and provide detail to any changes to the program.
  - g. To cooperate fully with the City's auditors in their annual examination of city expenditures.
7. After the execution of this agreement, SAGA will develop a strategic marketing plan for a Tourism and Visitor Services Program to be completed by June 30, 2016. At the beginning of this project, SAGA will organize a joint meeting with all stakeholders to discuss and create more public/private partnerships, work with other organizations that have common goals in an effort to streamline

the Tourism and Visitor Services Program and marketing plans and to create a team strategy to address the current economic conditions we face, as well as projecting future economic conditions that may affect tourism in Sanford and Lee County.

- 8. This agreement becomes effective April 1, 2016, or when executed by both parties and will end on March 30<sup>th</sup>, 2018.

IN WITNESS WHEREOF, City has caused this instrument to be executed in its name by its Mayor and attested by the Clerk of said City Council, and its City seal to be affixed, all by authority of its Council, first duly given; and SAGA has caused this instrument to be executed in its name by its President and attested by its Secretary, and its corporate seal to be affixed, all by authority of its Board of Directors, first duly given, both effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF SANFORD

By: \_\_\_\_\_  
T. Chet Mann, Mayor

ATTEST:

\_\_\_\_\_  
Bonnie Davis, City Clerk

SANFORD AREA GROWTH ALLIANCE

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

ATTEST:

\_\_\_\_\_  
Secretary

**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**

<b>REVENUES</b>			<b>EXPENDITURES</b>	
100045 54000	Appropriated Fund Balance	25,000		
			10016650 00000	Contribution - SAGA
				25,000
	<b>Total Appropriation</b>			
		<b><u>\$ 25,000</u></b>		

Section 2. This ordinance shall be in full force and effective from and after the date of its adoption.

ADOPTED this, the 19th day of April, 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**

Appropriated Fund Balance	25,000	To appropriate fund balance for item described below
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**Expenditures**

Contribution - SAGA	25,000	To budget funds for tourism visitor services
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**AN ORDINANCE ESTABLISHING A NO-PARKING ZONE  
ALONG A PORTION OF CENTRAL DRIVE  
OF THE CITY OF SANFORD**

BE IT ORDAINED by the City Council of the City of Sanford, North Carolina:

SECTION 1: From and after the effective date of this ordinance, a no-parking zone shall be established on a portion of Central Drive. Said no-parking zone shall be on:

the northeast side of Central Drive beginning at the intersection of Central Drive and Fields Drive and continuing southeasterly along the right of way of Central Drive a distance of 665 feet;

SECTION 2: The Director of Public Works is directed to erect such signs, markers and other notices as necessary to advise the public of the affected parking area and constraints in accordance with Section 1 hereof.

SECTION 3: This ordinance shall become effective from and after the erection of the signs, markers and notices above mentioned.

SECTION 4: All laws and ordinances in conflict with this ordinance are hereby repealed.

ADOPTED this 19<sup>th</sup> day of April, 2016.

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T. Chet Mann, Mayor

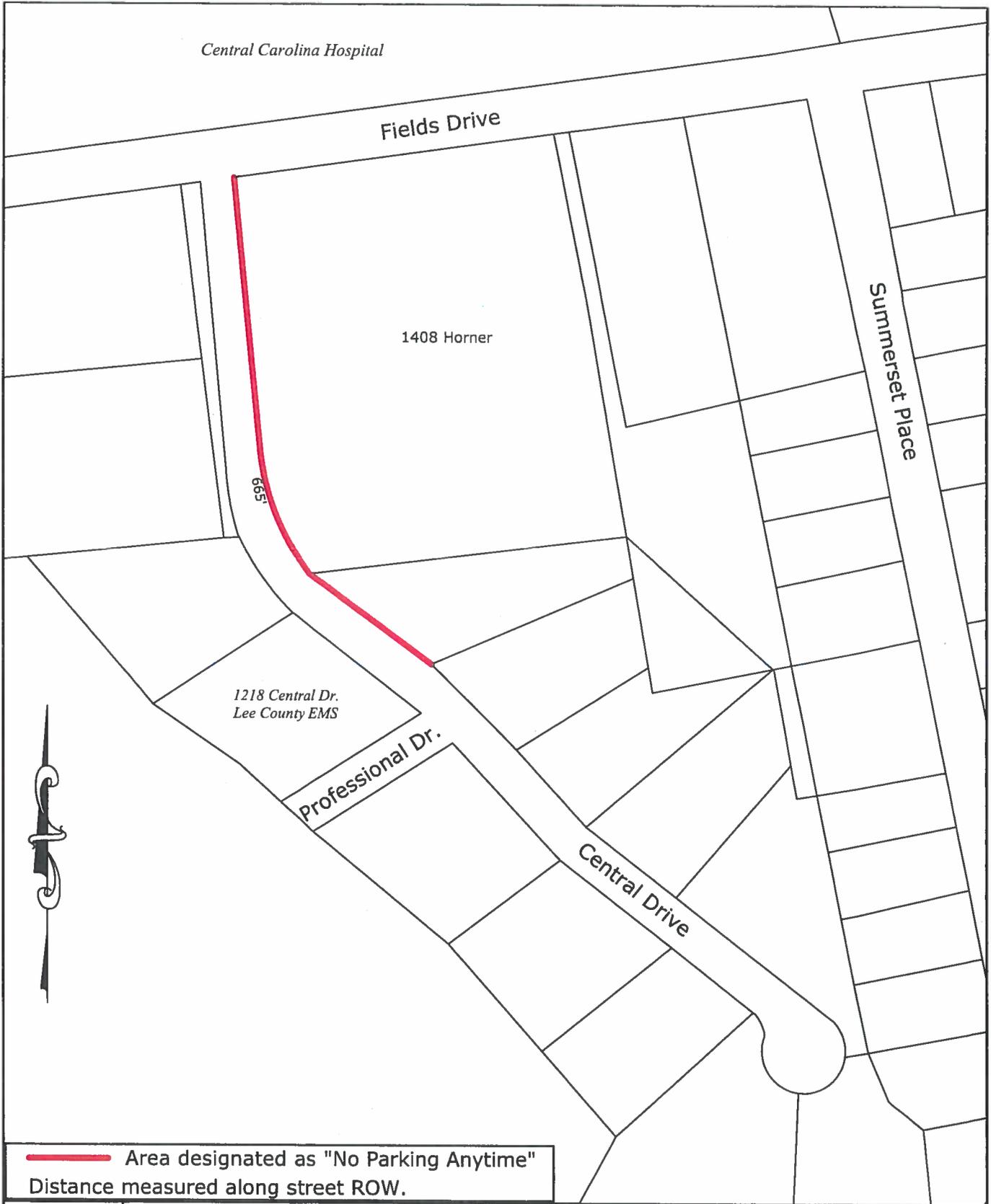
ATTEST:

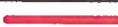
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Bonnie Davis, City Clerk

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Susan C. Patterson, City Attorney



 Area designated as "No Parking Anytime"  
Distance measured along street ROW.



**No Parking Area - Central Drive**

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

Date: 04/10/16  
Scale: Not To Scale  
Drawn By: staff

Central Carolina Hospital  
1135 Carthage Street  
Sanford, NC 27330

April 7, 2016

Mr. Tim Shaw  
Public Works Manager  
P. O. Box 3729  
Sanford, NC 27330

Dear Mr. Shaw:

Recently, EMS encountered a situation where the ambulance access to leave its base station located at 1218 Central Drive and respond to calls was blocked. The incident occurred on Monday, March, 28, 2016, when the street was blocked by vehicles parked on both sides of the road. The vehicles belonged to patients that were doing business with a local physician's office located on Central Drive. There is currently only one entry/exit on Central Drive. Contact was made to local law enforcement and they responded to assist. The doctor's office was very cooperative and assisted in getting the patients vehicles moved.

I would like to request "No Parking" signs to be placed on one side of Central Drive from the EMS base station to Fields Drive. I feel if we could reduce parking to just one side of Central Drive, we could eliminate the possibility of blocking an ambulance from responding to calls. I am asking that the signs be placed along the northeast side of Central Drive (the side of the street with the two wooded lots -Tract 3 and Lot 12). I have contacted the owners of both properties and permission has been granted for the placement of the signs.

Tract 3

Dr. John Cheesborough  
Sanford Dermatology  
827 S Horner Blvd. B Sanford, NC 27330  
919-775-7926

Lot 12

Ray Lafrenaye, VP Real Estate & Facilities  
UNC Medical Center  
500 Eastowne Drive, 5-2-001  
Chapel Hill, NC 27514  
984-974-0240

Thank you for your consideration with this important matter. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Jonathan Kelly  
EMS Director





*City of Sanford*  
*Human Resources Department*

**MEMORANDUM**

TO: Mayor and Members of Council

FROM: Christy Pickens, SPHR, SHRM-SCP, Human Resources and Risk Management Director

DATE: April 14, 2016

SUBJECT: Consider Health Insurance Renewal for Plan Year 2016-2017

The City of Sanford has received from our broker Mark Browder with Mark III Employee Benefits the self-funded medical claims analysis and projected funding for the July 1, 2016 renewal. Based on the claims analysis and continuation of the employer coverage requirements under the Patient Protection and Affordable Care Act (PPACA), an 8.7% increase in funding was advised. After further evaluation of the plan and a recommendation to increase our stop-loss rate from \$100,000 to \$135,000, management recommends the City increase premiums by 5.0%, resulting in additional funding of approximately \$59,000 annually to the City.

Attached is a FY 2016-2017 renewal rates and increase in cost sheet for the two self-funded health plan options. Plan approval by Council is needed outside of the normal budget process to meet notification requirements of the PPACA and enable employees to prepare for the upcoming annual benefits open enrollment period.



# City of Sanford FY 2016 - 2017 Benefits Cost Sheet

## HEALTH INSURANCE

<b>BCBSNC HEALTH - PPO</b>	<b>EMPLOYEE PAYS</b>		<b>INCREASE IN COST TO EMPLOYEE</b>		
	<b>Monthly</b>	<b>Bi-weekly</b>	<b>Monthly</b>	<b>Bi-weekly</b>	<b>Annually</b>
Employee Only	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Employee + Children	\$340.43	\$170.22	\$16.21	\$8.11	\$194.52
Employee + Spouse	\$563.75	\$281.88	\$26.85	\$13.43	\$322.20
Family	\$861.92	\$430.96	\$41.04	\$20.52	\$492.48

<b>BCBSNC HEALTH - CDHP w/ HSA</b>	<b>EMPLOYEE PAYS</b>		<b>INCREASE IN COST TO EMPLOYEE</b>		
	<b>Monthly</b>	<b>Bi-weekly</b>	<b>Monthly</b>	<b>Bi-weekly</b>	<b>Annually</b>
Employee Only	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Employee + Children	\$255.32	\$127.66	\$12.16	\$6.08	\$145.92
Employee + Spouse	\$422.80	\$211.40	\$20.13	\$10.06	\$241.56
Family	\$646.44	\$323.22	\$30.78	\$15.39	\$369.36

**AN ORDINANCE TO AMEND  
SANFORD CITY CODE  
CHAPTER 10 – BUSINESSES  
ARTICLE VII. - PEDDLERS**

BE IT ORDAINED by the City Council of the City of Sanford, North Carolina, in regular session assembled, hereby amends the following sections of the Sanford Code of Ordinances to read as follows:

Sec. 10-211 – License.

Every person proposing to conduct, carry on or pursue the business of soliciting, peddling, or hawking, of an itinerant merchant, or of a transient vendor, within the City, shall make application to the City for a license to do so. The applicant shall pay the currently required nonrefundable application fee at the time of the application, and a fee at the time the license is issued. The application may remain on file for a minimum of 30 days before the license is issued. The license shall be valid for the remainder of the fiscal year (July 1 – June 30). No license fee shall be required for nonprofit groups or organizations.

Sec. 10-212 – Going on private residences.

It is a violation of this Section for a solicitor, peddler, hawker, itinerant merchant, or transient vendor (collectively, “Solicitor”) to go onto or into any private residence in the city for the purpose of soliciting orders for the sale of, disposing of, or peddling or hawking of goods, wares and merchandise if the residence has a visible sign posted that says “no soliciting” or that has comparable language indicating that solicitation is unwelcome.

If a residence’s “no soliciting” sign or comparable sign is not visible from the adjoining public street but is visible to one approaching the residence’s front entrance, it shall not be a violation of this Section if the Solicitor promptly leaves the residence’s property upon seeing the sign and does so without having rung the doorbell, knocked on a door or window of the residence, or otherwise sought to obtain the attention of anyone inside the residence.

If, at the entrances to a neighborhood with a property owners’ association, a visible sign that says “no soliciting” or that has comparable language indicating that solicitation is unwelcome has been posted by the association pursuant to authority granted to it, it shall be a violation of this section for a Solicitor to go onto or into any private residence in that neighborhood, regardless of whether that particular residence has a “no soliciting” or comparable sign posted, for the purpose of soliciting orders for the sale of, disposing of, or peddling or hawking of goods, wares and merchandise.

Regardless of whether a residence has a “no soliciting” sign or comparable sign posted, it shall be a violation of this Section if a Solicitor does not immediately leave a residence’s property after being told to do so by any owner or occupant of the residence.

If a Solicitor violates this Section more than two (2) times within any twelve (12) month period, the Solicitor’s license shall be revoked by the City, and the Solicitor may not apply for another license for twelve (12) months.

Sec. 10 – 213 – Sales on city property prohibited.

No person shall use any part or parcel of city property, or property that is under the jurisdiction or control of the city, as a stand or place from which to sell commodities, goods or produce.

Sec. 10 – 214 – Sales on Private Property.

No person shall sell any goods, commodities or produce from any private property, or property over which the City does not have jurisdiction or control, without first having obtained permission of the property owners and a license under the provisions of this chapter.

Sec. 10 – 215 – Enforcement.

In addition to any other remedy contained herein, a violation of this Article shall subject the offender to a civil penalty of \$50.00, and each day any single violation continues shall be considered a separate violation. If not paid within fifteen (15) days of the issuance of a citation, it may be recovered by the filing of a civil action in a nature of debt, but is not enforceable under NCGS 14-4.

Sec. 10 – 216 – Severance.

If any section or provision of this ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, that shall not affect the validity of this ordinance as a whole or any part other than the part so declared to be unconstitutional or invalid.

Adopted this 19th day of April 2016.

\_\_\_\_\_  
T. Chet Mann, Mayor

ATTEST:

\_\_\_\_\_  
Bonnie Davis, City Clerk

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

STATE OF NORTH CAROLINA

CONTRACT FOR SERVICES

COUNTY OF LEE

THIS CONTRACT, made and entered into this 15th day of December, 2015, by and between Brick Capital Community Development Corporation (BCCDC) 900 Vance Street, Sanford, North Carolina 27330, hereinafter referred to as "Contractor" and the City of Sanford, a North Carolina Municipal Corporation, hereinafter referred to as "City",

WITNESSETH:

WHEREAS, City desires to engage an independent contractor to provide professional and administrative services to the City to address the need for an affordable housing program for citizens within the City; and

WHEREAS, Contractor has the training, experience and expertise to provide such program; and

WHEREAS, North Carolina General Statute §160A-456 authorizes cities to undertake community development programs designed to address blight elimination, rehabilitation or restoration of older neighborhoods or properties, redevelopment, education, assistance and provision of safe, sanitary, decent and affordable housing to persons of low and moderate income, and programs concerned with employment, economic development, crime prevention, child care, health, drug abuse, education and welfare needs of persons of low and moderate income, and to contract with any person, association, or corporation to undertake such activities.

NOW, THEREFORE, for and in consideration of the premises, mutual covenants contained herein; the sum to be paid and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Term. This contract shall begin on the date of execution and continue until June 30, 2016.
2. Services. Contractor shall provide such services as listed on Exhibit A.
3. Compensation. For and in consideration of the sum up to fifty thousand dollars (\$50,000.00), contractor shall perform the scope of work contained in Exhibit A. Contractor shall bill and a payment of \$50,000 shall be made on or before January 4, 2016.

In the event Contractor ceases, fails to perform or notifies City of termination of this Contract before the end of the contract term, payment shall cease with no further payment to be made for services rendered. Declaration of Bankruptcy shall constitute termination of this Contract.

4. Independent Contractor. Contractor shall at all times perform duties and functions under this contract as an independent contractor and not as an employee. Neither Contractor nor any of its employees, agents, or subcontractors shall be considered as employees, servants, agents or partners of the City by virtue of this Contract. Contractor shall exercise independent judgment and discretion in carrying out its work hereunder,

in accordance with all applicable state, federal and local laws, regulations and ordinances, including North Carolina laws covering workers compensation insurance.

5. **Access to Records.** Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all State or Federal grants or City funds and the proper use thereof for public purposes, both available for Audit purposes to the city or any duly authorized representative of the City and any agency supplying grants, or to any member of the public who makes a proper request as allowed by statute. Such records shall be retained for a period of five (5) years after expiration of this contract. A member of the public shall be supplied the latest financial statement and IRS form 990 without charge.
6. **Non Discrimination.** Contractor shall not discriminate against any employee, applicant or program participant in regards to race, color, national origin, sex, disability, or age. No one will be denied participation in or the benefits of affordable housing programs due to race, color, national origin, sex, age or disability.
7. **Audit.** Contractor shall have an annual independent audit performed and supply same to City, within 30 days of completion.
8. **Insurance.** Contractor shall maintain during the life of this contract, at its sole expense, adequate insurance, naming the City of Sanford as additional insured. Coverage shall meet the coverage requirements and be with a company licensed to do business in North Carolina and satisfactory to the city's risk manager. A certificate of insurance evidencing all coverage, limits and endorsements are in full force and effect shall be filed annually with the City, and shall notify City of non-renewal or cancellation.
9. **Indemnification.** Contractor shall indemnify City, its officers, agents, elected officials and employees, from any and all liability of any kind, including all claims and costs from third parties, subcontractors or any other person, firm or corporation in connection with performance of this contract.
10. **Termination.** City may terminate this contract at any time for any reason. Contractor may terminate this contract upon thirty (30) days written notice. If this contract is terminated, City shall have no further obligation to pay any remaining sums hereunder but shall be entitled to any documents, drawings, maps, contracts, deeds or reports obtained or prepared by Contractor under this contract. If, for any reason, Contractor shall fail to fulfill in a timely, professional and proper manner all obligations under this contract, or should Contractor violate any of the terms, covenants, agreements or obligations of this contract, City shall have the right to terminate this contract immediately by giving notice in writing, giving the effective date of such termination. Declaration of Bankruptcy by Contractor shall constitute Termination. Contractor shall immediately notify City upon filing of any petition in Bankruptcy, or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
11. **E-verify.** Contractor shall comply with all state and federal requirements and laws in the performance of functions, and shall comply with E-verify and require subcontractors to verify the Work authorization of newly hired employees.

12. Notices. Any notice hereunder shall be effective upon delivery by hand delivery to the actual officer stated below or when placed in the United States Postal Service addressed to the parties as follows:

City of Sanford  
Attn: City Manager  
P. O. Box 3729  
Sanford, N. C. 27331  
919 777 1110

Brick Capital Community Development Corp.  
Attn: Executive Director  
900 Vance Street  
Sanford, N.C. 27330  
919 775 2300

- 13. Governing Law. This contract shall be construed and enforced in accordance with the laws of the State of North Carolina and venue shall be proper in Lee County, N.C.
- 14. Non-Assignment. Neither party may assign this contract, or any of its rights, interests, or obligations hereunder without the written consent of the other party.
- 15. Restriction on use of funds. All funds provided under this contract shall be used for a public purpose and in no event shall funds be used to pay Contractor's mortgage on the Makepeace office building located at 403 Makepeace St., Sanford N.C.
- 16. Severability. If any provision of this Agreement is deemed invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be deemed stricken and the remainder of this agreement shall remain in full force and effect to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives effective as of the date first above written.

Contractor:

City of Sanford:

By: Kate Rumley

By: T. Chris Rife

Attest: (SEAL)

Attest: (SEAL)

Karen Kennedy  
Secretary

Bonnie Davis  
City Clerk

Pre Audit Certificate:

This instrument has been pre-audited in accordance with N.C. Local Government Budget and Fiscal Control act.

Brian J. Kelly  
Finance Officer

STATE OF NORTH CAROLINA  
COUNTY OF LEE

I, a Notary Public of the County and State aforesaid, certify that Bonnie Davis personally appeared before me this day and acknowledged that she is the City Clerk of the City of Sanford and that by authority duly given and as the act of the City Council, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

Witness my hand and notarial stamp/seal, this 21 day of Dec, 2015.

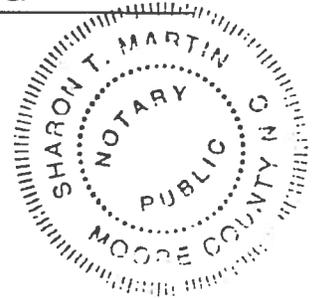
Sharon T. Martin

Notary Public

Sharon T. Martin

My commission expires:

06-06-2017



STATE OF NORTH CAROLINA  
COUNTY OF LEE

I, Connie Morgan, A Notary Public for the county and state aforesaid, certify that Kate Rumely personally appeared before me this day and acknowledged that he/she is Executive Director of Brick Capital Community Development Corporation, and that as Executive Director, being duly authorized to do so, executed the foregoing on behalf of and as a binding act of Brick Capital Community Development Corporation.

Witness my hand and seal, this the 21 day of December 2015.

(SEAL)

Connie Morgan

My commission expires 10/10/2019

## EXHIBIT A

### Scope of Work

#### Brick Capital Community Development Corporation

#### Services

Brick Capital Community Development Corporation will provide the City of Sanford with an affordable housing program consisting of education, housing assistance, housing development, and supportive services to persons of low and moderate income towards the goal of improving housing stock in the City and meeting the needs of underserved populations to achieve the goal of home ownership.

Outputs	Accomplished
Hold 2 Home Buyer Education Courses (HBEC) for Sanford residents - (HBEC is an 8 hour course which covers all aspects of purchasing a home based on NeighborWorks Housing Counseling model.)	
Hold 10 one-on-one counseling sessions to prepare individuals or families to apply for mortgages- (One-on-one counseling consists of structured sessions with individuals or couples improving their credit scores, understanding a household budget, and processing their mortgage loan, among other things. The process may take less than 6 months or several years.)	
Assist 1 person with NC Housing Finance Agency Down Payment Assistance for the purchase of a home- (Brick Capital partners with NCHFA which provides the Community Partners Loan Pool and down payment assistance of 10% or 15% of a home's sales price for eligible individual and families at incomes of 80% and below of county median.)	
Apply for construction loan from local bank to build affordable homes on vacant lots in Sanford.	
Apply for two grants to increase services in the Sanford community	
Progress Review by staff in March and June	
Investigate location and financing for the construction of new affordable apartment homes for seniors.	
Provide a housing counselor for education to low and moderate income persons seeking housing.	
Continue to provide supportive housing to victims of domestic violence	
Operate affordable housing apartments in Sanford	
Conduct programs to promote healthy living, financial stability, youth enrichment, senior's well-being- (Brick Capital collaborates on a community garden program, Haven's anger management classes for perpetrators of domestic violence, Legal Aid's expungement assistance program and other community based projects)	
Identify resources for the preparation & implementation 2009 - East Sanford Strategic Redevelopment Plan	

#### Model:

Brick Capital Community Development Corporation provides affordable housing and home ownership opportunities within Sanford, N.C. to persons of low and moderate income. Brick Capital CDC works to identify and counsel eligible persons on financial and credit matters, and works with them to apply for bank financing and down payment assistance, if eligible with NCHFA, toward the goal of home ownership. Upon approval, Brick Capital will seek a construction loan from a bank to build a home on a vacant lot (often provided by the City). This increases the city's tax base and provides construction and retail jobs in the community. After construction, the permanent mortgage replaces the construction loan and the proud new homeowner moves in and pays for their house and mortgage.

#### Other:

Brick Capital CDC also provides affordable supportive housing to the disabled and victims of Domestic Violence with below market rent, subsidized by NCHFA. Brick Capital CDC finances the construction of multi-family housing using layered financing with tax credit, bank loans and grants financing that provides below market rent to low income persons in Sanford at 30-60% of median income.



## *MEMORANDUM*

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

**FROM:** Marshall Downey, Planning Director

**DATE:** April 11, 2016

**REF:** Discussion regarding potential zoning amendment to reduce membership of Historic Preservation Commission from Seven to Five members

Section 2.6 of the City's Unified Development Ordinance (UDO) indicates that the Historic Preservation Commission (HPC) shall consist of seven (7) members. This section further states, "All members shall reside within the territorial jurisdiction of the city. All members of the commission shall have demonstrated special interest, experience or education in history, architecture, archaeology or related fields."

Staff is requesting that the Council consider reducing the membership of the HPC from the current seven to five members. Staff suggests that a five member board is a better model for the HPC as most of the membership is pulled from within the districts, especially the residentially dominate Rosemount-McIver Park district. Given the relatively small geographic area of our two historic districts (Rosemount-McIver Park and downtown Sanford), this makes it challenging to fill a seven member board.

Currently, we have one vacancy on the HPC board (see Roster on page 2). Staff has also been informed by a current member that they plan to resign this month, leaving us with only 5/7 positions filled. With the ending of this fiscal year coming in a couple of months, this will leave the Council with two appointments to fill. Staff has confirmed that only one of these members will reapply.

With the pending new fiscal year and the time when Council is preparing to make appointments to numerous boards, staff suggest now would also be the ideal time to consider this change. Thank you for your consideration of this issue.

## HISTORIC PRESERVATION COMMISSION ROSTER – Current membership standing

	Effective Date	Reappointed Date	Term Expires
<b>Allen Gordon</b>	03-18-14		06-30-16
<ul style="list-style-type: none"> <li>• Reapplied for consideration</li> </ul>			
<b>Matthew Sakurada</b>	05-05-15		06-30-16
<ul style="list-style-type: none"> <li>• Does not plan to reapply once term expires</li> </ul>			
<b>Daniel Owens</b>	08-05-14		06-30-17
<ul style="list-style-type: none"> <li>• Resigned in January 2016</li> </ul>			
<b>Brian John Mitchell</b>	05-05-15		06-30-17
<ul style="list-style-type: none"> <li>• Active member</li> </ul>			
<b>David Nestor</b>	06-16-09	06-16-15	06-30-18
<ul style="list-style-type: none"> <li>• Active member</li> </ul>			
<b>Ginger Hubner</b>		06-16-15	06-30-18
<ul style="list-style-type: none"> <li>• Intends to resign at next HPC meeting (April)</li> </ul>			
<b>Phil Yarborough</b>	06-16-15		06-30-18
<ul style="list-style-type: none"> <li>• Active member</li> </ul>			

Note: As illustrated, only three of the seven listed members are committed to serving beyond June 30, 2016. Mr. Gordon has reapplied for membership, thus increasing the total to 4/7 members if reappointed. As is, Council would need to fill three additional vacancies. With the option to reduce membership to five, Council would only need to fill one position.

**Consider Update Regarding the  
Jonesboro Redevelopment Plan**

## Closed Session