

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

**May 3, 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**  
Approval of City Council Work Session Minutes Dated March 29, 2016 – (Pages 3 – 6)
7. **SPECIAL AGENDA**  
Presentation of Exceptional Service Awards for Participation in Block Party – (Page 7)
8. **CASES FOR PUBLIC HEARINGS: *to be held jointly with the Planning Board.***
9. **DECISIONS ON PUBLIC HEARINGS**
10. **REGULAR AGENDA**
  - A. Consider Reimbursement Resolution - Parks and Recreation Capital Project – (Page 8)
  - B. Consider Capital Project Ordinance - Parks and Recreation – (Page 9)
  - C. Consider Ordinance Amending the Annual Operating Budget of the City of Sanford (Implementation Planning of Parks and Recreation Bond Project) – (Pages 10 - 11)

- D. Consider a Proposal from Alfred Benesch & Company for Professional Services Aimed at the Development of a Comprehensive Parks and Recreation Master Plan – (Pages 12 - 28)
- E. Consider Grant Opportunity for the Purpose of Establishing an Asset Management Program for the City’s Sewer Piping System – (Page 29)
  - Resolution by the City Council of the City of Sanford – AIA Grant – (Pages 30 - 31)

**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.)**  
Update on Sister Cities Association of Sanford – (Pages 32 - 38)

**12. OTHER BUSINESS**

**13. ADJOURNMENT**

SANFORD CITY COUNCIL  
 WORK SESSION  
 Tuesday, March 29, 2016  
 225 East Weatherspoon Street, Sanford, NC

The City Council held a Work Session on Tuesday, March 29, 2016, at 5:00 p.m. in the West End Conference Room at City Hall. The following people were present:

Mayor T. Chet Mann	Mayor Pro Tem Sam Gaskins
Council Member Byron Buckels	Council Member Jimmy Haire
Council Member Charles Taylor	Council Member James Williams
Council Member Rebecca Wyhof	City Manager Hal Hegwer
City Attorney Susan Patterson	City Clerk Bonnie Davis

Absent:

Council Member Norman "Chas" Post, III

Work Session

Mayor Chet Mann called the work session to order.

Parking Regulations in Downtown Sanford and Jonesboro

City Manager Hegwer explained that Jennifer St. Clair, Downtown Sanford, Inc. (DSI) Director, had not yet met with or received feedback from downtown merchants but a meeting would be held soon. Mr. Hegwer requested that discussion be delayed until additional information is received.

Regarding suggestions for parallel parking downtown, Manager Hegwer stated that City Engineer Paul Weeks recently presented information to DSI and it appeared that the majority (including Temple Theatre representative Peggy Taphorn) oppose it. Mayor Mann, Mayor Pro Tem Gaskins and Council Member Williams stated that they had been contacted by board members who are adamantly opposed. Mr. Taylor stated that Chris DeLambert had expressed support. There was consensus to wait until a DSI representative could appear before Council before proceeding.

Regarding parking regulations in Jonesboro, Manager Hegwer stated that direction is needed from merchants and interested parties. Council Member Haire stated that he would canvas the area and report back to Council.

Mayor Mann suggested taking a short recess (at 5:40 p.m.) for dinner before proceeding with the presentation on Parks and Recreation bonds. The meeting resumed at 5:55 p.m.

Parks and Recreation Bonds (Exhibit)

Public Works Director Vic Czar explained that if a Multi-Sports Complex is constructed, it will be privately funded not financed through the bond project. He introduced Derek Williams, a Registered Landscape Architect with the Alfred Benesch firm, who has more than 30 years' experience in parks and recreation, as well as landscape architecture. Mr. Williams and his firm

have been involved with many plans in North Carolina, both comprehensive and site specific. Other members of the firm are also qualified in recreation master planning, cost estimating, conceptual design, detailed design and sports field and athletic facility design. He shared brochures and information on other projects with which they have been involved, including park/greenway trails, athletic facilities, sports complexes, tournament facilities, park planning and amenity selection.

Mr. Williams summarized the two types of planning processes: the Comprehensive Master Plan and the Site Specific Master Plan. Council could proceed with a recreational facility with a broad variety of amenities such as walking trails and greenways (both are currently popular). He suggested leveraging bond funds with grant funds and stated that he has attended several Parks and Recreation Trust Fund ("PARTF") meetings and is aware of what they look for in awarding grants. They use a rating system that awards points for having a Comprehensive Master Plan, a Site Specific Master Plan, and for surveying for public input during the planning process. Projects recently approved for funding have included walking trails; they also like to see land preservation projects and partnerships between governmental entities. Grants are awarded up to \$250,000 and require a local match. He also noted that the number of grants awarded recently has increased but in lower amounts. Benesch's fee was estimated at approximately 10% of the project cost (including PARTF participation), and includes planning, surveys, and geo-tech consulting.

Various park options were discussed, including splash parks. Mr. Williams explained that they are interactive and also have lower operating costs, are not as risky and require less oversight than pools. Mr. Haire stated that he had visited sites which are staffed and some of these facilities are rented to the public. Mr. Williams confirmed this is an option and noted that decisions will also be required on whether amenities will be offered free of charge or for a fee. Kannapolis (which was on the forefront of the movement about ten years ago) has a fenced area, train, carousel and splash pad. He explained that the City could do several small neighborhood parks or work with the county to construct a large recreational park center which could include a building, picnic shelter, restrooms and other features.

Public Works Director Vic Czar stated that determining the size of the site needed would involve comprehensive planning. Mr. Williams agreed, stating that a playground with baseball, basketball and a picnic area would require only one-half to two acres, while a neighborhood park with ball fields (excluding league play) would require approximately five to ten acres. On the other hand, a community park which could include all these features plus open space (for passive recreation and natural areas with trees) would require about 30 acres.

City Manager Hegwer questioned whether a study had been conducted in the past five years. Council Member Taylor stated that one had been done on Horton Park. Community Director Marshall Downey noted that the County has conducted a comprehensive study.

Mr. Czar asked Derek Williams if there was enough time to complete a comprehensive survey, conduct citizens' surveys, move to a site specific survey, apply for PARTF funding and issue bonds before the February 2018 deadline. Mr. Williams confirmed that this 22 month time frame was adequate and realistic.

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Council Member Taylor suggested bundling projects. Manager Hegwer noted other sources of funding, including Connect NC bonds and funds for veterans and child related projects. Mayor Mann agreed that funds could be leveraged and maximized by “piggybacking” and Council should consider several projects, including greenway, stream restoration and gateways.

Derek Williams pointed out that mountain biking is also very popular now. Manager Hegwer reminded everyone that a tract of land which is rocky, hilly and located near the greenway (at Riverbirch) has already been donated to the city.

Council Member Buckels asked what consideration could be given to locating parks near low-income housing; Mr. Williams replied that there is a need and demand for parks near residential communities but no location works for everyone. More people now view parks as a quality-of-life issue and it is important that they be relatively accessible. Mr. Williams explained that these issues are considered in comprehensive planning.

Mayor Mann noted that it appears we should proceed with a comprehensive plan: request a proposal and estimate, proceed with grant applications and plan a park or parks that will have an impact if it is to be ready in 22 months.

Council Member Taylor stated that some funds have already been allocated for parks and asked what should be done now to help later with PARTF funding. Mr. Williams suggested that we contact Recreation and Resource Services, the state agency that administers PARTF. They have consultants who can help establish an advisory committee, which PARTF likes to see. He also noted that they prefer and reward points to surveys conducted by telephone based on random samples of citywide land lines and cell phones, rather than online surveys.

Council Member Haire emphasized the importance of including the Hispanic population in planning. Mayor Mann suggested forming a joint city and county task force, noting that the county already has a board. Friends of the Park could also be helpful. Council Member Williams questioned whether the county’s advisory board could be used. Mr. Czar suggested that the Community Development Department address whether to use the county board already in place or organize one. Mr. Williams stated that since the park or parks will also serve the county, that board should definitely be included in the conversation.

Council Member Wyhof stated while she is not against those ideas, consideration should be given to doing something in a location that might impact and transform a neighborhood. Manager Hegwer stated that the fields at the Southern Lee High School campus, which received PARTF funding, have been very popular.

Mayor Mann noted there appeared to be consensus to proceed with a Comprehensive Plan Proposal. Manager Hegwer stated that we could do a comprehensive plan and incorporate what Lee County is doing. Possibilities include using a county park and creating a destination park or tying the greenway into Kiwanis Park. Mr. Williams noted that PARTF would look favorably on the connectivity shown by the city and county working together.

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OTHER BUSINESS

Council Member Wyhof stated that Citizens' Academy visited the sewer plant earlier in the day and it was very interesting.

Council Member Taylor commented on the need to address space needs for the police department and there were some steps that could be taken immediately.

Mayor Mann noted that the Vietnam Veterans proclamation and flag-raising ceremony were held earlier in the day. He would like to investigate ways to distinguish Sanford as a military friendly community and will present additional information at a later date.

Mayor Mann also reminded everyone of the presentation to be held Tuesday, April 5, by Mark Sweeney (with McCallum Sweeney, a leading site selector consultant). He will be revisiting what we need to work on at Central Carolina Enterprise Park and what site selectors consider when selecting project sites.

Community Development Director Marshall Downey informed Council that work has begun on the African-American mural on Wall Street (by the same artist who did the Sanford Spinners mural) and that another mural will feature a local NASCAR driver. Information has been requested on a privately-funded mural to recognize World War II golden pilots.

Adjournment

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

Respectfully Submitted,

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T. Chet Mann, Mayor

Attest:

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Bonnie Davis, City Clerk

**Presentation of Exceptional Service Awards  
for Participation in Block Party**

**REIMBURSEMENT RESOLUTION  
PARKS AND RECREATION CAPITAL PROJECT**

**WHEREAS**, the Finance Officer has described to the Council the desirability of adopting a resolution, as provided under federal tax law, to facilitate the unit's using financing proceeds to restore the unit's funds when the unit makes capital expenditures prior to closing on a bond issue or other financing.

**BE IT RESOLVED** by the City of Sanford as follows:

Section 1:       The project authorized is for the parks and recreation project in the amount of \$75,600.

Section 2:       The project is to be financed. Currently, the expected type of financing is bond proceeds and the expected maximum amount of bond proceeds to be issued or contracted for the project is \$2,000,000.

Section 3:       Funds that have been advanced, or may be advanced, from the General Fund for project costs are intended to be reimbursed from the financing proceeds.

Section 4:       The adoption of this resolution is intended as a declaration of this unit's official intent to reimburse project expenditures from financing proceeds.

ADOPTED this, the 3rd day of May, 2016.

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T. Chet Mann, Mayor

ATTEST:

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

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

## CAPITAL PROJECT ORDINANCE

### PARKS AND RECREATION

**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 capital project ordinance is hereby adopted:

Section 1: The project authorized is for the costs of the acquisition, renovation and construction of parks and recreation facilities, including related parking, utility relocates, restrooms, acquisition of land and rights-of-way in land required and any other related expenses.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the bond proceeds and the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Parks and Recreation	\$ 75,600
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Section 4: The following revenues are anticipated to be available to complete this project:

Transfer from General Fund	\$ 75,600
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Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the bond agency, and state regulations.

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

Section 7: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and on the total revenues received and claimed.

Section 8: The Finance Officer is directed to include in the annual budget information projects authorized by previously adopted project ordinances which will have appropriations available for expenditure during the budget year.

Section 9: Copies of this capital 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 3rd day of May, 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.

**GENERAL FUND  
APPROPRIATION OF FUNDS**

	REVENUES		EXPENDITURES	
100045 54000	Appropriated Fund Balance	75,600	10016650 70004	Transfer to Capital Project
				75,600
	<b>Total Appropriation</b>			<b><u>\$ 75,600</u></b>

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

ADOPTED this, the 3rd day of May, 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	75,600	To appropriate fund balance for item described below
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**Expenditures**

Transfer to Capital Project	75,600	To begin and implement planning of park and recreation bond project (these funds will be reimbursed to the city once the bonds have been issued)
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April 13, 2016

Mr. Victor Czar  
 Public Works Director  
 City of Sanford  
 225 E. Weatherspoon Street  
 Sanford, NC 27331

RE: Sanford Municipal Park Project  
 Professional Services

Dear Vic:

Thank you for arranging the meeting with the City Council on March 29<sup>th</sup>. Our meeting was very productive; there were many good ideas discussed. Based on that meeting, I think I have a better idea of Council's vision for using the bond funding to build City parks. I also have a better understanding of how we might assist the City with the process.

At this point, I don't think our planning services should focus on final park designs. Instead, this proposal includes services related to looking at City-wide park and recreation needs and development of a Comprehensive Parks and Recreation Master Plan for meeting those needs. Completing a comprehensive plan will allow the City seven additional points under the PARTF scoring system.

An important component of the comprehensive plan will be conducting a Recreational Needs Survey (as defined by the PARTF application). Basing the recommendations of the comprehensive plan on input from this survey will enhance your PARTF score by five additional points.

Once the comprehensive plan is started and direction of the plan is apparent, we will begin work on a Site Specific Master Plan for the project that is identified as the priority project. Based on the conversations at the Council meeting, it appears the focus of park development may be Kiwanis Park on Wicker Street; a Lee County park. Development of a Site Specific Master Plan for this, or another park location, will allow you another 10 points on the PARTF scoring system.

Together, the planning process that wraps a comprehensive plan with a recreational needs survey and includes a Site Specific Master Plan component could result in as many as 22 points in the PARTF scoring system. We have worked with several agencies (Elizabeth City, Nash County, Lumberton and Yadkin County) on similar planning approaches that ultimately led to successful PARTF Grant applications.

## **PROJECT APPROACH**

### **Information Gathering/Kick-Off Meeting**

The process starts by Benesch assembling information relative to the comprehensive plan. This information will include compiling GIS mapping information, and gathering information for an inventory of existing parks, greenways, schools, and other places of interest within the city limits. We will rely on available GIS information for all planning. No site survey work is included in this phase of



the planning process. This initial exchange of information will be greatly facilitated by holding a Kick-Off Meeting.

Once this data has been compiled, we will meet with City staff and other stakeholders for a project orientation/kick-off meeting. The purpose of the meeting will be to accomplish the following tasks:

- Confirm project work plan.
- Confirm the project team has gathered all relevant information about the project.
- Discuss public meetings.
- Discuss a Master Plan Advisory Committee.
- Discuss PARTF Grant.
- Review any current park sites being considered by the City.
- Generate a list of potential park sites that need to be evaluated.
- Discuss the City's vision for City parks and the role they will play in Sanford.

### **Master Plan Advisory Committee**

To ensure this planning effort is responsive to community needs, we suggest that a Master Plan Advisory Committee (MPAC) be established. This committee will be comprised of leaders from throughout the community, city staff, elected officials, and others that have an interest in park and recreation development. This committee typically includes representation from the following:

- City Manager's Office
- Elected Officials
- Planning Department
- Public Works Department
- Economic Development
- School Board
- Others as identified by City staff

The size of the committee should be limited to eight to ten members. Final make up of this committee will be determined by City staff.

The purpose of the committee will be to provide guidance in the planning process and to serve as liaison to the citizen groups they represent. This committee will attend assessment meetings, public meetings, review the progress of the planning effort, comment on data as it is developed, and review drafts of planning recommendations.

## **SYSTEM-WIDE COMPREHENSIVE PARKS AND RECREATION MASTER PLAN**

Following the kick-off meeting, Benesch will assist the City with preparing a Comprehensive Parks and Recreation Master Plan. The following steps will be taken in developing the Plan:

### **I. Facilities Inventory**

This inventory will include:

- Inventory of all publicly operated park and recreational facilities within the city. It will include all municipal parks, county parks and any state and federally operated facilities that currently serve city residents. Parks will be carefully inventoried to provide information on the existing recreation facilities; including the number, size, and quality of existing facilities. All facilities will be rated based on their physical condition, code and safety compliance and proximity to the



target population. Information on existing facilities will be provided by City staff. Benesch will spend one day touring existing facilities with City representatives. This day of park visits will be scheduled in conjunction with the first public workshop.

- Inventory of all school athletic facilities within the city limits. School facilities will be broken into two categories; those currently being used for public recreation and those used only for school activities. Information on existing facilities will be provided by the City staff.
- Inventory of private recreation opportunities in the city service area. Public recreation facilities should not compete with private providers, but should complement facilities offered by the private sector. Knowing what facilities are available through private venues is an important component of the inventory. Assistance from the City staff will be required for this inventory.

Each of these parks and recreation facilities will be mapped to show geographical distribution within the city. Benesch will utilize GIS information readily available on the County's website for this mapping.

### *Demographics*

As part of the inventory process, Benesch (working from data provided by the City's planning department) will analyze the current and projected population for Sanford. This analysis will identify where people currently reside within the service area and where future growth is expected.

This analysis will focus on age, gender, and socio-economic factors that may affect demand for recreation facilities and programs.

## **II. Public Input**

The next step in the comprehensive planning process is obtaining citizens' desires for park and recreation facilities and programs. The public input process is not a one-time event, but is an ongoing effort throughout the entire planning process. The public input process will include several means of collecting data. An important component of this part of the planning process will be recording the information gathered. All meetings and interviews will include sign-in sheets and written notes.

Public input will be obtained through:

### *Public Workshops*

As part of this comprehensive planning process, two public workshops will be held to encourage public input. These workshops are organized to gather information from the public to begin the plan and later the public will be invited to review draft recommendations.

### *Information Gathering Workshop (1)*

The first public workshop will introduce the public to the comprehensive planning process and share information gathered during the inventory. This meeting will be designed to gain input regarding the public's desire for public recreation and the demand for park facilities.

Benesch will assist the City with this initial workshop by developing a workshop format and script and providing any exhibits needed for the meeting. We will facilitate the workshop and provide a summary of the input received.



#### *Plan Review Workshop (1)*

As the plan is being developed (typically as part of developing the Master Plan Recommendations), we will hold a second workshop to allow the public to voice their opinions on the proposed recommendations.

The workshop will be held at a central location. This meeting will allow the public to voice their opinions on the importance of various recreation facilities and the need for parkland.

In addition to these two workshops, the public will be given an opportunity to review the final report when we present the Comprehensive Master Plan to City Council.

Public workshops will be advertised through public service announcements, listing on the City's website, and other sources available to the City. City staff will be responsible for advertising and promoting the meetings and arranging the meeting space.

#### *Community Survey*

A primary focus in the development of this plan is to ensure the public's voice is heard. Conducting a controlled survey that is taken from a random sample of city households will provide the most accurate information on public interest and demand for parks and recreation services.

As part of this comprehensive master plan, we will conduct a city-wide telephone survey to obtain 200 completed surveys. The telephone survey will consist of 8-10 questions related to parks and recreation facilities. By selecting households from a random sample of landlines and mobile phone numbers, the answers from the survey can be projected on the general population with a margin of error of 6.9%.

With 200 completed surveys, the City could consider developing the survey jointly with the county and sharing survey costs. The County may be interested in this approach since the survey may help them with future PARTF applications.

#### *Interviews*

Four to six one-on-one or group interviews will be held with key stakeholders to determine views on existing park and recreation opportunities and on the City's role in providing future opportunities. These interviews will include many of the members of the MPAC.

City staff will identify the stakeholders to be interviewed. Benesch will provide guidance on important stakeholders to be included. City staff will contact stakeholders, schedule appointments and arrange the meeting location. For purposes of this proposal, it is assumed each interview will last approximately one hour. Four to six interviews will be conducted on the same day. We have included one day of time for conducting these interviews.

### **III. Analysis of Standards and Trends**

The next step in the comprehensive planning process will be to establish standards of service for parks and recreational facilities. The initial phase of this step is a review of national, state, and other community standards for park and recreational facilities. This review will look at established standards for park acreage for the various park types, as well as standards for recreational facilities (number of baseball fields, playgrounds, picnic facilities, etc.).

This review of current standards with other city, state, and national standards will result in the recommendation of standards specifically for Sanford. It is anticipated that some of these standards will match standards used by other departments, while others will be unique to Sanford. The newly created standards will be based on the city's make-up, current facility offerings, new trends in parks and recreation, and desires of the public.

Standards will be established with direction from the MPAC, input from the public meetings, and the community survey.

Input from the public meetings and survey will lead to the establishment of park and recreation standards specifically for Sanford.

#### **IV. Community Needs Assessment**

In this step we use the standards for parks and recreational activities developed in Analysis and Trends Phase to establish city-wide park and recreation needs. By overlaying city demographics with these park standards and comparing them with existing facilities, this study will establish a city-wide needs assessment. This assessment will determine where park development efforts should be focused. Based on this assessment, the plan will identify recreational activities that are needed by the citizens of Sanford. It will identify the types and quantity of recreational facilities that will be needed to meet public demand for recreation. This analysis will identify existing needs and use projected population information to determine the needs for the next ten years.

Once the overall needs assessment has been developed, this study will evaluate current park and recreation operations to determine the most efficient development and delivery system to meet these needs. This portion of the Comprehensive Master Plan study will look at all park and recreation providers (city, county, schools, and private sector) to determine how each of these entities can work together to provide citizens with park and recreation services.

A meeting with the MPAC will be held during this phase to discuss Public Input, Analysis of Standards, and the Needs Assessment.

#### **V. Comprehensive Master Plan Recommendations**

With the needs assessment complete, the comprehensive planning process will establish recommendations for future development and operation of parks and recreation services throughout the city. These recommendations will identify agencies within the city that may hold responsibility for various park offerings and recreation programming. Agency responsibilities will be outlined and assigned.

Comprehensive Master Plan Recommendations will be focused to address the following issues:

- Review various options for providing a city park and recreation program with recommendations most appropriate for the City of Sanford.
- Determine how the City and County interrelate and how they might work together efficiently to provide recreation programs and services.
- Look at existing recreation facilities being provided by schools within the City and make a determination of how these facilities might be expanded for public use.
- Identify areas of the city that are underserved by parks and recommend general solutions to serve these areas.

- Define roles and responsibility of various agencies for providing facilities and services.
- Identify the importance of parks and recreational facilities and programs in promoting healthy lifestyles for city residents.

## **VI. Plan of Action**

With an understanding of recreational needs, the study will develop a Plan of Action that will provide the following:

### *Operations*

- Provide an operational overview of existing and proposed facilities to determine agency (state, city or local government) responsibilities.
- Provide recommendations on joint-use opportunities between city, county and state, and the school board.
- This study will not include detailed recommendations on organizational structure for a new park and recreation department, staffing determination, or cost of operations for a new department, but will address overall issues associated with developing a new department.

### *Program Assessment*

This study excludes a detailed analysis of recreation programs, but it will look at programs as they relate to facility needs. It will seek public input on the types of recreational activities that are desired and establish a list of needed facilities to meet that demand. With this understanding, this study will look at programs from a facility requirement standpoint.

### *Capital Improvement Project/Land Acquisition*

- Develop a ten-year plan for parks and recreation facilities. Identify agency responsible for future parks and recreation facilities.
- Create a model for an integrated system of park facilities, including parks of various types; as well as trails, cultural facilities, and open space.
- Suggest strategic acquisition of property of adequate size and location to meet current and future needs. This aspect of the plan is not site specific. This study will generally identify areas throughout the city where facilities/public open space is needed. Where applicable, this study may make recommendations of known specific lands/facilities that may be available that meet certain park needs. This study does not include a search for actual park sites.
- Provide information on alternate means of developing and operating recreational facilities, such as tax programs, bond referendums, impact fees, dedication of land for use by developers, and enhancing joint-use of community school facilities.
- Prepare a prioritized schedule for capital construction and land acquisition developed in five-year increments.
- Prepare order of magnitude cost estimates for proposed recreational facilities.

### *Policies*

This study excludes a detailed analysis of policies.

## **VII. Final Documentation**

The final comprehensive planning document will be an 8 ½"x11" report with 11"x17" map foldouts, which will outline the planning approach, existing facility inventory and analysis phases, and will



conclude with a summary and plan of action. This report will include appropriate maps, diagrams, and tables as required to convey plan intent. Eight (8) copies of a first draft report will be submitted to the MPAC for review. A meeting will be held to receive their input. The plan will be revised based on their comments.

Once approved by the MPAC, Benesch will provide twelve (12) copies of the final master plan for City Council review and approval. We have included one presentation of the master plan to the City Council.

### **SITE SPECIFIC MASTER PLAN**

Following the Community Needs Assessment and development of Comprehensive Master Plan Recommendations (as part of the comprehensive planning process), we anticipate one park site will emerge as the logical location for park development. This does not imply the comprehensive plan will not make recommendations for park improvements throughout the city, but based on previous discussions, there will likely be one focal point for park development. As part of the planning process, Benesch will develop a Site Specific Master Plan for this park.

#### **Site Analysis and Assessments**

As per PARTF requirements for the Site Specific Master Plan, Benesch will conduct a site analysis and assessment on this park site. This task will consist of gathering relevant planning, land use, environmental, and property value information about the site being considered for park development/expansion. Information we anticipate gathering includes:

- Property ownership
- Zoning/land use
- Topography
- Soils
- Hydrology, flood plain
- Utilities
- Vehicular and Pedestrian Access
- View sheds
- Points of interest
- Cultural resources
- Surrounding Land Use

#### **Public Workshop No. 1**

Following our site analysis we will conduct a public workshop to allow citizens to share their desires for park development. The public will be invited to a “Drop-In” workshop to view displays on the existing conditions of the site, consider recreation facilities/activities that might be appropriate for this park and ultimately vote on the activities they would like to see developed. Through this process we will gather information that will assist us as we develop a program for park development.

Benesch will provide all displays for this public drop-in workshop and will facilitate sign-in, participant orientation, and be available to discuss the project informally with those in attendance. The City will be responsible for advertising and promoting the workshop and making arrangements for meeting rooms and other meeting logistics.



### **Concept Development**

Based on the findings from the comprehensive plan, public input, and site analysis, Benesch will prepare a preliminary concept for site development. This illustrative plan will utilize the information gathered in the assessment phase and incorporate the park program established by the City/MPAC as part of the comprehensive planning process. We will propose site-specific design solutions for various project elements. Likewise, we will illustrate and describe the location of each project element and the inter-relationship of one project element to another. A cost estimate will be prepared for the design concept. We will submit plans to the City/MPAC for review, comment, and recommendations. The concept will be revised accordingly.

### **Public Workshop No. 2**

Following the City/MPAC's approval of the concept plan, we will facilitate a second public workshop.

The concept plan will be taken to the public using a format similar to the first public workshop to gauge the level of support and to reach consensus on the design and location of the proposed facilities. Assuming a positive meeting outcome, a draft master plan for the park will emerge from this process.

### **Final Master Plan**

Using the draft illustrative master plan as a basis of design, a final written report will be prepared. The final report and graphic illustrations will serve as an action plan, providing the City with a work plan for implementing the various components of site development. In addition to the graphic portion of the master plan, the accompanying text will describe the planning process, identify project priorities, estimate construction cost, identify phasing strategies if needed, establish inter-agency responsibilities with regard to future development and maintenance, and set other tasks to be completed.

Copies of the final master plan will be submitted to the City staff/MPAC for review and comment at the 75% completion stage. Upon staff approval of the draft copy, the document will be finalized. This master plan will meet PARTF grant requirements. Ten paper copies and one digital of the master plan will be provided to the City.

### **Presentations**

With sign off from the City/MPAC, we are available to present the master plan to the City Council.

### **PARTF GRANT ASSISTANCE**

The City may apply for a Parks and Recreation Trust Fund (PARTF) grant to fund park development. The following describes the services we anticipate providing to assist in the grant process:

#### **Grant Application Support**

Benesch will provide the following work:

- Complete and submit a draft and final PARTF grant application (two submittals) to Recreation Resources Services.
- Writing project description, justification, program determination for the PARTF project.
- Prepare PARTF cost estimate and color site plan
- Environmental review
- Scoring worksheet



Assumptions: PARTF requires a boundary survey, legal descriptions, and attorney's certification to be submitted with the grant application. We assume the City will be responsible for obtaining this information from a surveyor and attorney.

Public Involvement: Additional planning points are awarded to grant submittals that contain public involvement. This proposal assumes Benesch will attend, lead, and prepare exhibits for one public workshop for the PARTF grant project. This proposal includes eight hours of time for facilitating this meeting and providing minutes.

In addition to the public workshop, additional points are available for the PARTF Grant application if the City makes presentations regarding the project to civic groups. Typically staff makes these presentations. We have not included time/expenses for civic club presentations.

The City will be responsible for advertisements, any flyer, mailings, and /or notifications to invite the public to the meetings and for providing a facility for the meetings.

Typically City staff makes the presentation to City Council to approve the PARTF Grant application. We have not included time/expenses for this presentation.

We will submit the PARTF grant application and supporting documentation to Recreation Resource Services, monitor the submittal through the grant process, and keep the City informed about the outcome of the submittal.

### **DESIGN FEES**

Based on our current knowledge of work, as well as discussions with staff and council regarding the project, Benesch will work with the City on a phased fixed fee for the services listed above as follows:

<b>Information Gathering/Kick-Off Meeting</b>	<b>\$4,800</b>
<b>Comprehensive Plan</b>	<b>\$26,900</b>
Inventory	\$3,200
Public Workshops (2)	\$5,000
Stakeholder Interviews	\$1,600
Community Needs Assessment	\$2,200
Analysis of Standards/Trends	\$2,000
Master Plan Recommendations	\$3,600
Action Plan	\$4,800
Final Documentation/Presentations	\$4,500
<b>Community Survey</b>	<b>\$11,000</b>
<b>Site Specific Master Plan</b>	<b>\$20,000</b>
Site Assessment	\$3,800
Public Workshops (2)	\$5,000
Concept Development	\$5,200
Final Master Plan	\$3,600



Final Presentation	\$2,400
<b>PARTF Grant Assistance</b>	<b>\$10,400</b>
Grant Application Support	\$6,500
Public Workshop	\$1,400
Application Submittal	\$2,500

**Reimbursable Expense Allowance** **\$2,500**

Reimbursable expenses are costs incurred for mail, printing, travel and postage. These will be billed to the City on a direct cost as expended. The reimbursable allowance is in addition to the above basic Design fees.

**Hourly Rates**

The fees listed above are based on the following hourly rates:

Project Manager I	\$100.00
Project Manager II	\$124.00
Senior Project Manager	\$147.00
Project Principal	\$174.00
Landscape Architect I	\$84.00
Landscape Architect II	\$93.00
Landscape Designer I	\$56.00
Landscape Designer II	\$70.00
Senior Landscape Designer	\$100.00
Project Engineer I	\$87.00
Project Engineer II	\$103.00
Designer I	\$73.00
Designer II	\$81.00
Senior Designer	\$90.00
Administrative Assistant	\$56.00

These hourly rates will be utilized if additional services are required. No additional service will be undertaken without written authorization from the City.

**SCHEDULE**

We have included a proposed schedule for completing the work described above. The schedule is intended for initial review and discussion and will be modified or confirmed during the project kick-off meeting.

Vic, we have enjoyed discussing this project with you over the years and are very excited about the opportunity to work with you and the City on the plans. Your, or the appropriate City representative's, signature below will allow us to begin work on the project.

The attached standard General Conditions for Professional Services is incorporated into and made a part of this agreement.

Mr. Victor Czar  
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Sincerely,

A handwritten signature in black ink, appearing to read "Derek Williams", written over a horizontal line.

Derek Williams, PLA  
Vice President

**AGREEMENT AND AUTHORIZATION TO PROCEED WITH THE SCOPE OF WORK  
INDICATED ABOVE.**

\_\_\_\_\_  
**City of Sanford**

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

**City of Sanford**

**Municipal Park Project**

	2016									2017				
	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May
Execute Contract	■	■	■											
Information Gathering		■	■											
Kick-Off Meeting			■											
Inventory			■	■	■									
Public Workshops (2)				■			■							
Stakeholder Interviews				■										
Community Needs Assessment				■	■	■								
Analysis of Standards/Trends				■	■	■								
Master Plan Recommendations					■	■	■							
Action Plan							■	■	■					
Final Documentation/Presentaion									■	■				
Community Survey			■	■	■	■	■							
Site Assessment									■	■				
Public Workshops (2)										■				
Concept Development										■	■			
Final Master Plan										■	■	■		
Final Presentation											■			
PARFT Grant Application Support											■	■	■	
Public Workshop												■		
Application Submittal												■	■	■
PARTF Deadline														■



## GENERAL CONDITIONS

### SECTION I - SERVICES BY CONSULTANT

#### 1.1 General

CONSULTANT shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this AGREEMENT are as identified on the signature page to this AGREEMENT or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this AGREEMENT.

#### 1.2 Scope of Services and Fees

The services to be performed by CONSULTANT and the associated fee are attached hereto and made a part of this AGREEMENT or using by serially numbered Work Authorizations, all as identified on the signature page to this AGREEMENT, and shall be performed by the CONSULTANT in accordance with the CLIENT's requirements. It is mutually understood that CONSULTANT'S fee is not a firm contractual amount except the total fee by the CONSULTANT shall not be exceeded unless authorized in writing by the CLIENT. The intent of the Scope of Services is to identify the services to be provided by CONSULTANT. However, it is specifically understood that by written notice to CONSULTANT, CLIENT can decrease or, with concurrence of CONSULTANT, increase the Scope of Services.

### SECTION II - PAYMENTS TO CONSULTANT

#### 2.1 Method of Payment

Payment for CONSULTANT'S personnel services and direct expenses shall be expressed in U. S. dollars, and based on the Method of Payment which is identified on the signature page to this AGREEMENT or serially numbered Work Authorizations, attached hereto, and made a part of this AGREEMENT.

#### 2.2 Payment for Personnel Services

##### 2.2.1 Payment

Payment for the services rendered by CONSULTANT'S personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT'S Schedule of Unit Rates, which is identified on the signature page to this AGREEMENT and attached hereto, and made a part of this AGREEMENT.

##### 2.2.2 Chargeable Time

Chargeable time for CONSULTANT'S personnel is that portion of their time devoted to providing services requested by CLIENT. Chargeable time for field personnel located away from CONSULTANT'S office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from CONSULTANT'S office to an assigned work site, and return to CONSULTANT'S office, is chargeable time; or if more economical for CLIENT, CONSULTANT shall lodge its personnel overnight near the work site in lieu of traveling back to CONSULTANT'S office at the end of each work day.

#### 2.2.3 Overtime Rates

The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

### 2.3 Payment for Direct Expenses

#### 2.3.1 Payment

For Direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT'S Schedule of Unit Rates.

#### 2.3.2 Direct Expenses

For the purposes of this AGREEMENT, Direct Expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include: Outside Services including the services and reimbursable expenses for firms other than CONSULTANT which are necessary for the work the CONSULTANT is directed to perform; Laboratory Tests and related reports necessary for the work the CONSULTANT is directed to perform, either by the CONSULTANT or by an outside service for the CONSULTANT; Special Equipment expenses including the costs of the CONSULTANT locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by CONSULTANT at the time of the request for services which are necessary to enable CONSULTANT to provide the services requested; vehicles furnished by CONSULTANT for CONSULTANT'S authorized travels and for CONSULTANT'S field personnel; Per Diem expense or actual costs of maintaining CONSULTANT'S field personnel on or near the Project site, for each day of field assignment away from CONSULTANT'S office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

### 2.4 Payment Conditions

2.4.1 CONSULTANT shall submit monthly invoices for all personnel services and direct expenses under this AGREEMENT and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by CLIENT. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the undisputed invoice, CONSULTANT may, after giving seven (7) days' written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including interest. CONSULTANT shall have no liability to CLIENT for delays or damages caused by such suspension of services. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees, incurred by CONSULTANT as a result of CLIENT'S failure to make payments in accordance with this AGREEMENT. No final plans, documents or reports will be released for any purpose until CONSULTANT has been paid in full.

**2.4.5** The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with CONSULTANT's costs of doing business, subject to CLIENT's review and concurrence.

### **SECTION III - Term of Agreement**

#### **3.1 Term**

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party.

#### **3.2 Abandonment of Work**

CLIENT shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

#### **3.3 Termination of AGREEMENT**

##### **3.3.1 Termination with Cause**

The obligation to provide further services under this AGREEMENT may be terminated with cause by either party. In the event of such termination, either party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. In the event of termination by CONSULTANT caused by failure of the CLIENT to perform in accordance with the terms of this AGREEMENT, CLIENT shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment. In the event of termination by the CLIENT caused by failure by CONSULTANT to perform in accordance with the terms of this AGREEMENT, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination and provide information and documents developed under the terms of this AGREEMENT to the CLIENT. Upon receipt of all other information and documents, CLIENT shall pay CONSULTANT for services performed prior to the effective date of the termination.

##### **3.3.2 Termination without Cause**

Either party may, at its sole discretion, terminate this AGREEMENT without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment.

#### **3.4 Payment for Work Upon Abandonment or AGREEMENT Termination**

If CLIENT abandons requested work or terminates this

AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the date of abandonment or effective date of termination. CONSULTANT shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

### **SECTION IV - General Considerations**

#### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the undertaking of the services which CONSULTANT shall provide hereunder shall be subject to the oversight and general guidance of CLIENT.

**4.1.2** While upon the premises of CLIENT's property under its control, all employees, agents, and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent Consultant and that the employees, agents or subconsultants of CONSULTANT shall not be considered employees of or subject to the direction and control of CLIENT. CONSULTANT shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

#### **4.2 Insurance**

**4.2.1** CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

#### **4.3 Successors and Assigns**

**4.3.1** CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

**4.3.2** Neither CONSULTANT nor CLIENT shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultant's as it may deem appropriate to assist in the performance of services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to any one other than CLIENT and CONSULTANT except as otherwise provided herein.

#### **4.4 Compliance with Law**

**4.4.1** CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations

relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

**4.4.2** Neither the CONSULTANT nor the CONSULTANT's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

#### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by CLIENT prior to this AGREEMENT shall remain CLIENT's property. CONSULTANT shall be permitted to rely on CLIENT furnished documents and CLIENT shall make available to CONSULTANT copies of these materials as necessary for the CONSULTANT to perform the services requested hereunder.

**4.5.2** All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect to the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to CLIENT. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

#### **4.6 Severability**

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **4.7 Location of Underground Utilities**

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless

from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, CONSULTANT will not begin work until this has been accomplished.

#### **4.8 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

#### **4.9 CONSULTANT's Personnel at Project Site**

**4.9.1** The presence or duties of the CONSULTANT personnel at a Project site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.

**4.9.2** The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the project documents and that the integrity of the design concept as reflected in the project documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

#### **4.10 Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. CONSULTANT's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments as an experienced and qualified professional consultant familiar with the construction industry. CONSULTANT makes no warranty that the CLIENT's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.11 Disposition of Samples and Equipment**

##### **4.11.1 Disposition of Samples**

No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise.

##### **4.11.2 Hazardous or Potentially Hazardous Samples and Materials**

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

##### **4.11.3 Contaminated Equipment**

All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner specified in 4.11.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

#### **4.12 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.12.1** If CONSULTANT, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

**4.12.2** In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.12.3** CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in CONSULTANT's sole judgment are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

### **SECTION V - Professional Responsibility**

#### **5.1 Performance of Services**

Client acknowledges that the performance of professional services is not an exact science, and errors and omissions may occur that are within the industry standard of practice which states that CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

#### **5.2 Limitation of Liability**

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total liability to CLIENT is limited to \$1,000,000, this being the CLIENT's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

#### **5.3 No Special or Consequential Damages**

CLIENT and CONSULTANT agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

#### **5.4 Indemnification**

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and subconsultants harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court or arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services hereunder; provided that CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its officers, directors, employees, or subcontractors.

#### **5.5 No Third Party Beneficiaries**

CLIENT and CONSULTANT expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

CLIENT agrees that CONSULTANT's services and work products are for the exclusive present use of CLIENT. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

### **SECTION VI - Miscellaneous Provisions**

#### **6.1 Notices**

Any notice to either party herein shall be in writing and shall

be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

### **6.2 Joint Preparation**

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this AGREEMENT, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

### **6.3 Headings**

Headings used in this AGREEMENT are for the convenience of reference only and shall not affect the construction of this AGREEMENT

### **6.4 Dispute Resolution**

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this AGREEMENT or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

Furthermore, in no circumstances shall a party to this AGREEMENT be joined by the other party to any other lawsuit, dispute or legal proceeding involving a party and any of the party's, consultants, subconsultants, lower tier subconsultants, other design professionals, construction managers, or other individuals or entities unless the parties agree to be joined in writing.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

### **6.5 Governing Law**

This AGREEMENT is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this AGREEMENT shall be governed by the laws of the State of Illinois.

### **6.6 Entire Agreement**

This AGREEMENT, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire AGREEMENT between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions

herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.



# interoffice memo

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**TO:** Hal Hegwer, City Manager  
**FROM:** Victor Czar, Public Works Director  
**SUBJECT:** Asset Management Grant  
**DATE:** April 27, 2016

*V.C.*  
*4.27.16*

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We are in the process of applying for grant funding for the purpose of gathering and organizing information regarding the condition, capacity and consequence of failure of a portion of our sewer piping system. This information will be used to help establish priorities for our sewer line rehabilitation efforts to maximize the benefit from funding provided in the annual budget process.

The eligible grant amount is \$150,000.00 which requires an associated 20% match bringing the total project up to \$180,000.00. We anticipate utilizing sewer rehabilitation funds which are provided for annually in the capital account to cover this expense, therefore no additional appropriation will be needed.

The granting authority has recently released submittal requirements which coupled with a fast approaching due date makes time of the essence. We need the Mayor's authorizing signature prior to deadline for submittal which is Friday, April 29<sup>th</sup>. Due to the compressed nature of this grant cycle, the granting authority recognizes that not all paperwork may be available within the time frame discussed thus applicants have been given additional time to provide a supporting resolution. In order to take advantage of this opportunity, Council's consideration and approval is needed as soon as possible which is why we have calendared it for the May 3<sup>rd</sup> Council meeting. As stated above, the granting authority has approved applicants' ability to provide signed paperwork initiating the process with a resolution to follow at a later date.

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SANFORD**  
**AIA GRANT**

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction and planning of improvements of wastewater and drinking water systems, and
- WHEREAS, The City of Sanford has need for and intends to complete an asset inventory and assessment of its wastewater systems described as the Sanford Wastewater Systems Asset Inventory and Assessment project, and
- WHEREAS, The City of Sanford intends to request state grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SANFORD:**

That City of Sanford, the Applicant, will arrange financing for all remaining costs of the project including required matching funds, if approved for a State grant award.

That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.

That T. Chet Mann, Mayor, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a grant to aid in the completion of the planning project described above.

That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 3rd day of May, 2016 at Sanford, North Carolina.

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T. Chet Mann, Mayor

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Bonnie D. Davis, City Clerk

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting City Clerk of the City of Sanford does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City Council of the City of Sanford duly held on the 3rd day of May, 2016; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of May, 2016.

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Bonnie Davis, City Clerk



**SisterCities**  
INTERNATIONAL  
Connect globally. Thrive locally.

# Member Benefits

PROMOTING YOUR WORK

**City/Partnership Profiles** Every member community has a profile on Sister Cities International's website providing a list of its partnerships, contact and social media information, and a narrative section about the sister city organization, all customizable by members. Sister Cities International drastically increased the ability of members to communicate with the public by adding profiles for each of the nearly 2,000 partnerships in the network. These profiles provide partnership specific contact and social media information, narratives about the history of the partnership and its current activities, the date the partnership was established, and even copies of the original partnership agreement.

**Membership Directory** All members and their sister cities are listed in Sister Cities International's Annual Membership Directory as well as our online interactive directory. This directory is distributed to thousands of members, municipal and federal governments, partners, and members of the diplomatic community every year, and is the go-to resource for sister city partnerships.

**Event Calendar & Share Your Stories** Members are encouraged to send Sister Cities International details about their organization's upcoming exchanges, events, sister city anniversaries, board meetings, and other activities, which are posted to our website where other sister city organizations as well as the public can learn more. To follow up on these activities members were encouraged to "Share Your Stories" and submit accounts of their exchanges and accomplishments, which were then promoted via social media and articles posted on Sister Cities International's website.



**Certification** Sister Cities International provides certification to members in good standing to verify that they are a part of our network of communities. Members have broad use of our Member Badge in communications to show that they are a part of the largest sister cities network in the world.

**Visa Consultations** Sister Cities International has partnered with immigration lawyers to provide pro bono consultations for questions regarding inbound delegations or visa applications.

**Certificates** Sister Cities International provides certificates to commemorate new partnerships or milestone anniversaries of sister cities at no cost to members.

**Insurance** Sister Cities International can offer members excellent rates on individual or group travel insurance for both inbound and outbound delegations, as well as special event insurance.

**Toolkits & Templates** Sister Cities International provides best practices toolkits developing partnership agreements, sister schools, communications, and other topics relevant to sister city development.

**Webinars** Sister Cities International hosts monthly webinars for members to help develop skills and knowledge in areas such as advocacy, communications, online fundraising, organizing trade delegations, and accounting, among others. Webinars are provided at no additional cost to members, and are recorded and posted on our website for easy access.

For more information on Sister Cities International membership and member benefits, please contact us at 202-347-8630 or [info@sister-cities.org](mailto:info@sister-cities.org) or visit us online at <http://sister-cities.org/about-sci-membership>.

## Interactive City Directory



### Sister Cities Town, USA

Population: +80,000,000

Website: [www.sister-cities.org](http://www.sister-cities.org)

Twitter: @SisterCitiesInt

Facebook: [facebook.com/SisterCitiesInternational](https://www.facebook.com/SisterCitiesInternational)

Contact Name: Mr. Eisenhower

Contact Email: [info@sister-cities.org](mailto:info@sister-cities.org)

Contact Phone: (202) 347-8630

#### About Our Program

We are a 501(c)(3) non-profit, non-partisan organization that has been working since 1958 to advance peace and prosperity through cultural, educational, humanitarian, and economic development efforts, and serves as a hub for institutional knowledge and best practices to benefit citizen diplomacy.

### Sister Cities

- Ciudad Hermosa, Argentina
- Vico Juneteago, MA

### Friendship Cities

- Städtepartnerschaft, Germany

### Emeritus Status

- Behan Shahr, India



**SisterCities**  
INTERNATIONAL  
Connect globally. Thrive locally.

# Member Benefits

Membership in Sister Cities International is open to cities of all sizes, counties, states, international cities, and individuals. Members are a part of a network of citizen diplomats from over 500 U.S. communities with partnerships in nearly 2,000 cities in more than 140 countries around the globe. With affordable rates based on the population of a community, Sister Cities International provides members with unique support and resources for their sister city programs. For more information about membership rates please visit us online at [www.sister-cities.org](http://www.sister-cities.org) or email us at [info@sister-cities.org](mailto:info@sister-cities.org).

## CONNECTIONS

**Staff support/expertise** Whether you're a volunteer, elected official, municipal employee, businessman, or have any other role in your sister city program, Sister Cities International's staff is available to assist you by email or over the phone. Every day our staff field questions about governance, programming, financing, policy, and more. Whether you're starting a new sister city organization from scratch, rolling out a new type of exchange, or simply trying to make your current programming easier and more effective, your first call should be to Sister Cities International staff

**Peer Networking** In keeping with the ethos of sister cities, Sister Cities International believes that peer learning is one of the best ways for sister city organizations to improve. That's why Sister Cities International connects its members with other communities and sister city organizations who have done similar projects or dealt with similar challenges.

**State Department Assistance** Sister Cities International connects its members with U.S. State Department officials both in the U.S. and abroad. When starting new partnerships or programming initiatives, meetings and briefings with officials can help provide useful information and networking opportunities for sister city organizations.

## PROGRAMS

**Cities Seeking Cities** Our staff will work with members to identify potential cities, reach out to municipal officials, twinning organizations, and the diplomatic community, and walk you through the process of developing new partnerships for your city.

**Young Artists & Authors Showcase** YAAS is an art and writing competition among all U.S. and foreign sister cities. Winners are promoted throughout the network and the top selections are part of a traveling exhibition throughout the U.S.

**High School Homestay** Sister Cities International assists members in providing foreign students with exposure to U.S. communities and culture through semester- or year-long high school placements. Sister Cities International can help you navigate the J-1 visa process and make sure your counterparts have a life-changing experience in the U.S.

**Grants and Fellowships** Every year Sister Cities International offers competitive grant opportunities to members for exchanges and programming in a number of fields. In 2013 Sister Cities International began posting grant and fellowship announcements administered by other nonprofits, foundations, federal and state governments, among others. Available only to members through Sister Cities International's Member Area, visit us online and find out what opportunities are waiting for your sister city organization.

**Annual Awards** Each year outstanding programs from small, medium, and large cities are recognized for their excellence in a number of categories and programmatic areas. In 2014 Sister Cities International has eliminated the application fee and members can now apply for free.

## Sister City Non-Profit Meeting Minutes

The Sister City committee met at 11:00 a.m. on Thursday, April 14, 2016 in the West End Conference Room at the Sanford Municipal Center to discuss formation and requirements of a non-profit association (see attached agenda).

Committee members in attendance were:

Mayor Chet Mann  
 Dr. Andy Bryan, Lee County Schools  
 Kevin Brown, Sanford Arts & Vine Festival  
 Bill Horner III, The Sanford Herald  
 Dr. Barbara James  
 Tom Snell, Sanford Arts & Vine Festival

City of Sanford staff in attendance were:

Beth Kelly, Director of Financial Services  
 Kelly Miller, Public Information Officer

### DISCUSSION OF AGENDA

#### I. Sister Cities International ([www.sistercities.org](http://www.sistercities.org))

##### a. Membership established on March 30, 2016

Membership in Sister Cities International costs \$580 per year and will be billed annually in the spring. The City of Sanford has paid this membership effective March 30, 2016.

##### b. Membership benefits

Membership connects us to a network of more than 500 U.S. communities with partnerships in cities and countries across the world. Our membership also allows us to compete for Sister Cities grants and awards, as well as to submit youth art and writing for awards.

Membership will also give us many opportunities to further develop our goals of cultural and arts exchanges with other communities and cultures. Kevin Brown discussed his hope to bring in Chinese potters and other artists to perform demos at the Sanford Arts & Vine Festival and, in the future, to host trainings to learn from each other.

See the full benefits of membership attached.

#### II. Formation of a Non-Profit Association

##### a. Association name

The name of the nonprofit association will be the Sister Cities Association of Sanford, NC.

##### b. Requirements (see attached)

The goal is to finalize the Sister Cities Association of Sanford, NC's bylaws as soon as possible so that we can file for an EIN with the IRS and submit our Articles of Incorporation to the NC

Department of the Secretary of State. Once those steps are complete, we can apply for tax-exempt status at a 501(c)(3) nonprofit organization. Receiving tax-exempt status could take up to one year, so it is important that all paperwork is completed quickly.

c. Insurance (see attached)

The association's board of directors and officers need to be protected by Directors and Officers Insurance. This process will be initiated once all paperwork has been completed and filed. Tom Snell suggested that the association give members the opportunity to provide the insurance coverage.

### III. Purpose of the Association

a. Sanford's established goals for Yixing

1. Bring a return delegation from Yixing to Sanford
2. Make business contacts that will benefit Sanford (e.g., manufacturing and education)
3. Secure a relationship with Apex Technologies that invests them in Sanford
4. Pursue educational opportunities (e.g., student exchange, language/cultural opportunities)

The goals created for the Yixing delegation will be incorporated into the objectives outlined in the association's bylaws. In addition, the words "art" and "culture" will be inserted into the association's statement of purpose.

b. Other purposes?

The bylaws should make specific reference to "people-to-people diplomacy," also called "cultural diplomacy."

### IV. Requirements for Non-Profit Associations

a. Board Positions & Nominations

To file for incorporation, the association must fill three offices: President, Secretary, and Treasurer. The association can create and fill more positions over time, but these three must be filled before any paperwork can be submitted.

Mayor Mann opened the floor for nominations. Bill Horner nominated himself to serve as Secretary. Kevin Brown nominated himself to serve as Treasurer. Mayor Mann asked Dr. Barbara James if she is interested in serving as President; however, Dr. James is not able to accept such a position due to family obligations. Tom Snell nominated Jan Hayes. Several others in attendance agreed that Jan would be an ideal candidate. Mayor Mann suggested that Kirk Bradley would also be ideal and could be asked if Jan declined the position.

Meeting attendees voted unanimously to install Bill Horner as Secretary, Kevin Brown as Treasurer, and Jan Hayes as President. Mayor Mann will discuss the position with Mrs. Hayes and will approach Mr. Bradley if she is not interested.

b. Regular Meetings

No schedule or frequency of meetings was established.

## V. Membership

Kelly Miller presented information about how Sister Cities of Cary uses membership as a fundraiser for the organization. Individuals, families, and businesses pay an annual membership fee and then receive benefits such as discounted tickets to Sister Cities of Cary events, involvement with international delegations, and the opportunity to host members of international delegations.

The group decided that attached a fee to membership will make people more invested in the success of the organization and will weed out people who aren't truly passionate about the Sister City program. By charging for membership, the association is more likely to have an engaged membership that wants to see progress being made.

The association's bylaws state that the mayor will serve as an ex-officio member. The group decided that it would ask the Sanford City Council, the Lee County Board of Commissioners, and the Lee County Board of Education to each appoint a liaison to the association.

### a. Dues for individuals/families

The dues for individuals were set at \$50 and the dues for families were set at \$100. The family membership will include all immediate family members (adults and children). The group wants to encourage children to be included so that they can benefit from cultural, educational, and artistic exchanges with other countries.

### b. Dues for businesses

Dues for businesses and organizations were set at \$250. There was discussion about whether to set dues for organizations at a lower amount (\$150), but the consensus was that most organizations would not have a passion for the program. Therefore, the ones who did see value in it would be willing and able to pay the \$250.

### c. Student rates/opportunities

The group decided not to charge students to join the association.

The group decided to add two membership categories: Patron and Life Member. The patron membership dues were set at \$500. This level of membership will come with different membership incentives than the lower levels. The incentives will be decided at a later time. Life membership will be a one-time fee of \$1,000.

## VI. Next Steps for Yixing

### a. Second letter of invitation

When the Sanford delegation traveled to Yixing in October 2015, they presented Mayor Lijun with a formal invitation to bring a delegation to Sanford. After the delegation returned from their trip, Mayor Mann sent a letter of invitation to Mayor Lijun through Jennifer He, the Foreign Affairs Secretary for Yixing. However, there has been no response and no plans are in the works to host a Yixing delegation in Sanford.

Mayor Mann and Kelly Miller are working on a follow-up letter that will hopefully encourage Mayor Lijun to start the process of visiting Sanford. The letter will be hand written and sent via mail along with a translated copy.

Kevin Brown offered to help with writing the letter. Mayor Mann welcomed the rest of the group to also be part of crafting the letter to get the best response from Mayor Lijun.

The group discussed whether there were others in Yixing who we should appeal to; however, it was decided that formality and protocol required that Mayor Lijun be the recipient.

Tom Snell and Kevin Brown offered to touch base with Jennifer He to ensure the letters are being received.

### **ITEMS FOR FURTHER ACTION**

**1. Bylaws** – The association’s bylaws must be complete before the other steps are taken to form a nonprofit. **Therefore, all bylaw edits/additions must be submitted to Kelly Miller by April 21.** Edits made by hand can be scanned and returned via email or dropped off at City Hall. Electronic edits must be made using the “Track Changes” function in Word. If you need help with this process, contact Kelly Miller. Note that there are provisions in the bylaws that allow them to be changed at a later date.

**2. Pottery Display** – The City of Sanford needs to set up a display that includes pottery from Yixing, the Memorandum of Understanding, and other relevant items.

**3. Membership drive at the Sanford Arts & Vine Festival** – Kevin Brown and Tom Snell offered the association a table at the festival to share information about the Sister City relationship with Yixing. There will also be membership forms that state the association is in the process of forming a nonprofit and has joined Sister Cities International. Anyone who joins at the event will be invoiced at a later date.

Kelly Miller will work with Mr. Brown and Mr. Snell to set up the table and play the promotional video. Mayor Mann will work on getting volunteers to staff the table throughout the festival. Bill Horner will loan a piece of pottery for the display.

Photos from the display will be included in the handwritten letter to Mayor Lijun.

**4. Bank Account** – An account for the association will be established as soon as the association has an EIN from the IRS. Any monies collected will be deposited into that account. The account must have at least two signatories. The signatories should be either the President and Secretary or President and Treasurer. All three officers can be added as signatories.

Kelly Miller will work with the President to determine the signatories and establish the account. This will be done before the Sanford Arts & Vine Festival.

**Sister City Association of Sanford, NC, Inc**

President	Jan Hayes	janphayes@gmail.com
Secretary	Bill Horner	bhorner3@sanfordherald.com
Treasurer	Kevin Brown	lcacc507@gmail.com

**Sister City Committee**

<b>Name</b>	<b>Organization</b>	<b>Email</b>
Andy Bryan	Lee County Schools	abryan@lee.k12.nc.us
Kirk Bradley	Lee-Moore Capital	kbradley@lmoc.net
Kevin Brown	Sandy Cole Pottery	lcacc507@gmail.com
Byron Buckels	Sanford City Council	byron.buckels@sanfordnc.net
Marshall Downey	City of Sanford	marshall.downey@sanfordnc.net
Bill Horner	The Sanford Herald	bhorner3@sanfordherald.com
Jan Hayes	United Way	janphayes@gmail.com
Hilary Hall	CCCC	hhall470@cccc.edu
Hal Hegwer	City of Sanford	hal.hegwer@sanfordnc.net
Barbara James	Retired Professor	barbaraunc@gmail.com
Bob Joyce	Sanford Area Growth Alliance	bobjoyce@sanford-nc.com
Chet Mann	Mayor	chet.mann@sanfordnc.net
T. E. Marchant	CCCC	tmarc489@cccc.edu
Julian Philpott	CCCC	julian.philpott@ncfb.org
Frank Proctor	Lee Moore Capital	fproctor@lmoc.net
Donnie Oldham	Sanford Contractors	doldham@sanfordcontractors.com
Joy Thrash	Sanford Area Growth Alliance	jthrash@growsanfordnc.com
Guan Wang	CCCC	gwang630@cccc.edu
Rebecca Wyhof	Sanford City Council	rwyhof@windstream.net
Lian Xie	Carolina China Council	xie@ncsu.edu