

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

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

Law and Finance Committee:

Mayor Cornelia P. Olive	Council Member James Williams
Mayor Pro Tem Samuel Gaskins	Council Member L.I. (Poly) Cohen
Council Member Walter H. McNeil, Jr.	Council Member Jimmy Haire
Council Member Rebecca Wyhof	Council Member Charles Taylor (left a few a few minutes early)
City Manager Hal Hegwer	Deputy City Clerk Janice Cox
City Attorney Susan Patterson	

Absent:

City Clerk Bonnie White

Mayor Olive called the meeting to order.

Consider Presentation by Crystal McIver Regarding the Community Garden on Hudson Avenue

Crystal McIver stated that she operated a life coaching service in Lee County as Steel Bridge Life Coaching. A current project of theirs is a community garden in Lee County. She brought pictures to share. She stated that she pulled together over fifteen community resource operators with youth services. Her survey of them showed that the providers are looking for positive things in the community for youth to do. She has been pleased with the garden project and the community as a whole has been supportive. Farmers have helped her with seeds. She has partnered with the Agriculture Center and they are providing education for each gardener. Brick Capital is helping by paying their water bill. She thanked the City Manager for allowing her to speak to Council. Mayor Olive stated that one of the neighbors mowed that huge area.

Also involved with this project are Lee County Industries, Lee County Youth Service, Boys and Girls Club, Work Force Investment (WIA), Hillcrest Youth Shelter, Blandonia Daycare, Stop & Drop Daycare, Washington Avenue community, Hudson Avenue community, New Beginnings Counseling Services, and V.C. & Associates. City Manager Hegwer stated that this was able to take place on some of the city's vacant property. There is not a formal program established for vacant lots. He stated that it was good seeing neighborhoods work with these groups toward a goal, and he would try to see if there was more the city could do to encourage the program.

Consider Presentation by Dr. Bud Marchant Regarding a CCCC Project

Dr. Marchant stated that he wanted to brief council on a possible generous gift to the college that has the possibility to impact Downtown Sanford in a positive way. This is currently in the discussion, formative-idea, seeking-input phase of development. Through a potential gift of a generous couple, there is the possibility of several pieces of property eventually coming to the college. The college has worked with the county on the way those properties might come

into use by the college and the county. One of the pieces of property is located at 128-134 Steele Street. The back of the property is 133 Horner Blvd. The front of the building is on Steele Street. There is a series of offices which are vacant except for one tenant. They are considering a “business incubator” for this property. In conjunction with the Dunn Committee of 100, CCCC currently operates the Triangle South Enterprise Center which is a business incubator located in Dunn. In the lower part of the building, there could probably be eight to twelve locations for small businesses. CCCC’s Small Business Center, which recently received a state award for its work, estimates that next to finding capital, beginner space is the biggest obstacle for people getting into business. In theory, CCCC would move its Small Business Center from its current location on campus to this facility. The retail space on Steele Street would remain the same. Above that space, where old Mack’s Dime Store was headquartered, there is a great deal of open space with 14’ ceilings. All of it has been redone in terms of paint, air conditioning, and heating. It does not have an elevator. It could be artist production space—not in a retail way, but in a production way. As they move forward, Dr. Marchant stated that he wanted the leaders of Sanford informed on this to consider this operation. Dr. Marchant stated that business incubators are a successful way that people get into business; to grow businesses in a community; and to get additional people on the streets. Perhaps it is time for Sanford/Lee County to consider a small business incubator.

Consider Motion to Take From the Table for Discussion Request to Replace the Two-Hour Parking Restrictions with Three-Hour Parking Restrictions Along Several Downtown Streets – (Exhibit A)

Council Member Walter McNeil made the motion to take from the table for discussion the request to replace the two-hour parking restrictions with three-hour parking restrictions along several downtown streets. Seconded by Council Member James Williams, the motion passed unanimously.

Downtown Development Manager II David Montgomery stated that the council had requested additional information from Downtown merchants, so he sent an email to the merchants and property owners. He is here to answer council’s questions and there are several merchants in the audience, as well. Council Member Jimmy Haire stated that most of his callers desire to leave it like it is, at two hours. Mayor Olive stated she had had emails suggesting allowing three-hour parking on Moore Street. Council Member Cohen stated the merchants he’d spoken to want to leave it as it is. Council Member Williams stated that some merchants he talked to stated they had not received a letter. Mr. Montgomery stated that he had a list and emails do change. He stated he had tried to make people aware of it and it had been in the paper.

Mayor Olive asked for anyone in the audience who wanted to speak to come forward. Lee West of 2001 Country Club Court stated that he is president of the Temple Theater this year. He is present representing Peggy Taphorn, theater director. He stated they fully support this measure. Mr. Hegwer stated that some of the stipulations on parking had been changed on North Steele Street and asked Mr. Montgomery how that went. Mr. Montgomery stated that it went fine. There is also a petition for Wicker Street between Steele and Moore Street.

Carla Gilchrist operates an alteration shop located at 113 Wicker Street. She stated that she did not receive a letter. She feels that merchants are not getting customers on her end of the

street due to tires being marked. She states it is hurting her business. She wants to park her vehicle in a spot she can see because of damage done to cars. She stated that police officers should not go into businesses more than a minute or two or playing around waiting to see who they can catch. She would like to see a survey of her block to see what the merchants want and they do not need to be like the other streets.

Mayor Olive asked Mr. Montgomery if the survey had been done in that area. Mr. Montgomery stated that all the downtown merchants and property owners had been surveyed in the fall including a couple of questions related to parking. He stated that a windshield survey had been done to see how long people were parking on all downtown streets and did a turnover ratio, provided in their packets in March.

Mayor Olive read a letter from Carol Carlson detailing the actions of the Downtown Board to analyze the parking problem. Their conclusion was that parking spaces were not the problem, but rather the problem related to long-term versus short-term parking. Based on months of study of the issue, the DSI board, through its executive director, strongly recommends that the plan be completed as is, as too much time has passed.

Bob Joyce, President of the Chamber of Commerce, stated that several Chamber members had asked him to speak today regarding the parking situation. There was a difference of opinion among Chamber members. He stated that everyone recognizes that we cannot allow unlimited free parking in Downtown Sanford because there would be too many people who would abuse it even though they would like to think that everybody who works in downtown would try to look for an off-street parking spot. The general agreement he hears from the Chamber members is that we need to continue to enforce a shorter term of parking. Several members would like to see it uniform—all two hours or all three hours. He thinks what has been proposed with two hours downtown and three hours in the outlying areas is reasonable. Suggestions from the Chamber include that council continue looking to acquire off-street parking such as the Ruth Gurtis property across from the Temple Theater and First Citizens' Bank Lot next to Kelly's School of Dance. He expressed that we might be more of a welcoming city if there is a way to allow amnesty for first time parking violations.

Mr. Joyce agreed with Council Member Taylor that retail merchants seem to prefer two-hour parking and those in service businesses tend to favor three-hour parking. Council Member Williams asked Mr. Joyce if in his discussions anything had been brought up about the cost for changing the time limits. Mr. Joyce said they did recognize that but feel that the increase in the tax base provided by downtown's revitalization is worth some extra attention.

Council Member Wyhof asked if it was feasible to use a sticker over the old signs to be sure the new plan is working before purchasing new signs. Downtown Development Director David Montgomery stated there would be a contrast. Mayor Olive stated that it might make the signs more visible and she thought it was a great idea. Mrs. Wyhof stated the Board is trying to be responsive to the needs of the merchants downtown and it is nice to be able to change things to reflect people's needs.

Council Member McNeil stated that we are trying to treat everyone the same and he was in favor of making parking the same for everyone. Mr. Montgomery did agree that everyone could not be pleased, but his Board would recommend giving this plan a try. Council Member Cohen stated that in a year or two, there would be more requests for changes and he favored leaving it as it is; that everyone would be used to it eventually. Changing it would make someone else mad. Mayor Pro Tem Gaskins stated that he thought the most constructive recommendation so far has been Mr. Joyce's mentioning making the first ticket only \$5 or some kind of amnesty. With only about 200 tickets issued a year throughout Sanford, he did not think ticketing would be a critical thing and not a moneymaker for the city. Mr. Gaskins recommended leaving it at a two-hour uniformity and reducing the first ticket. Council Member Williams stated that council had to be mindful of the Downtown Board.

Annette Wallace of 149-153 South Horner Boulevard stated that she and her husband own businesses including Dreams Café on the Corner of Horner and Wicker Streets; her daughter's boutique is in the middle; and they are looking at opening a hair salon on the end. Her complaint is with law enforcement. She stated that when tires were being marked, they should mark everybody's.

President of the Temple Theater Board of Directors, Lee West, stated that if council sticks with two-hour parking and marks everybody, there would be at least fifty tickets as there would be no way to get their patrons done in two hours and they do not want any of their patrons to be ticketed.

Ms. Marsh, the daughter of Annette Wallace, also located at 153 Horner/Wicker stated that she did not feel the problem was with two-hour parking, but with law enforcement. She relayed several examples and asked for consistency in enforcement. She also felt that the \$25 fee was all right, but the time to pay the ticket might need to be extended. She did not think people who came from out of town to see a play should be ticketed as it makes people not want to come to Sanford. She wanted the parking limits to be the same on all streets.

The council consensus was to put the parking item on the regular agenda for the next council meeting.

Consider Presentation by North Carolina Department of Transportation Regarding U. S. Highway #1 and Hawkins Avenue – (Exhibit B)

Rob Stone, Division Operations Engineer with the NCDOT, stated that they had recently received a request to look at the US1/Hawkins Ave. area for some safety improvements and a traffic signal. He is present to show what their analysis found. See Exhibit B. His findings indicate that at this intersection, approximately 3,500 cars a day use Amos Bridges Rd; 17,000 use U.S. 1; 14,000 use Hawkins Ave.; 1,400 use Cotton Road; and 1,100 use Charleston Drive. They did a traffic signal analysis for all the intersections in the area and they did not meet the minimum volume warrants for traffic signal installation. They pulled all the crash histories for a five-year period beginning May 1, 2006. Their findings indicate that at Hawkins/Amos Bridge Rd, there were 17 total crashes—6 being left turn type and 3 angle type. These are high injury types of crashes. At the northbound off ramp and Charleston Drive, there was a total of 23 crashes—7 being left turn type and 7 angle type and a few rear-end crashes at the end of the

ramp. At the off ramp for southbound and the onramp for southbound, there was a total of 17 crashes—8 being left turn type and 5 angle type. At Beechtree, there was a total of 8 crashes—2 being left turn type and 0 angle type. There were rear-end crashes where people are making left turns into Beechtree. There is not a dedicated left turn lane into Beechtree.

DOT is looking at designing roundabouts for the US 1 off ramp and Amos Bridges Road; for the southbound off ramp; and for Beechtree Drive. A roundabout is not a traffic circle. Roundabouts are safe intersection designs; high capacity/low delay; good for all modes of traffic, have design flexibility, and good for aesthetics. Mr. Stone explained that when a roundabout is recommended for an intersection, there can be resistance from the public. Some of the usual concerns that are expressed include: driver expectation, large trucks, cost and maintenance, and emergency vehicle access. The installation of a roundabout usually runs \$400,000-\$600,000. They require minimal maintenance. A signalized intersection usually costs \$3,000 - \$5,000 in maintenance per year. Turn lane construction costs are \$100,000 to \$200,000. Emergency vehicles usually get through roundabouts easier.

The next steps for DOT in this project (US1 at Hawkins Avenue Proposed Safety Project) are: update data; hold a public information workshop; finalize the design; develop cost estimate; request funds; hire a contractor, and construct the project. This will likely be a safety project and there are federal funds associated with that, but there is competition for those funds across the state.

Council Member Taylor commented that this area had been problematic for many years. He stated that the way the roundabout is designed will eliminate any potential wrong way entrance on off ramps. He stated that he had talked to about two hundred people in that specific area ranging from Food Lion and Chrysler dealership to residents. He stated that Mr. Stone had addressed the questions today that they have brought up. The main concern of businesses was trucks coming in. Mr. Taylor liked the fact that this plan is pedestrian friendly. Mr. Taylor thought there might be a change in traffic patterns resulting from the roundabout. Mr. Taylor stated this is a major thoroughfare coming into Sanford and this is a great way to add some curb appeal to the entranceway. He thanked Mr. Stone for his comprehensive review of this. He stated that is the number one issue he faced in that area.

Mayor Pro Tem Gaskins asked Mr. Stone to address the NC State/Hillsborough roundabout where the multi-lane goes down to one lane and contrast that to what Sanford is doing. Mr. Stone replied that with a multi-lane interior, drivers were caught by surprise to learn they had to yield to two lanes instead of just one. That location was where the problems were. NCDOT did away with that and made it a single lane all the way around.

Council Member McNeil asked Mr. Stone about the anticipated date to begin work. Mr. Stone replied that one has not been set and they will need to get the public information workshop set up, but he expects to have a date by year's end. Also, the project will have to go against other projects in the state to compete for that funding. Council member Taylor mentioned that the augmentation of funds from other sources might be able to help the city's score for the safety project. Mr. Stone explained that there is a formula used on benefit costs and that is how they

score the W (safety) projects. Anytime you can bring money into a fund, the less money is used from that fund and that raises the benefit up.

Mayor Olive announced a ten-minute break. The meeting resumed following the break.

Consider Discussion Regarding Proposed “Superstreet” Improvement to U. S. Highway #1 – (Exhibit C)

Community Development Director Bob Bridwell stated that the intersection of U.S. Highway #1 and Tramway Road handles a significant amount of traffic every day. With the southeast corner of US 1/Tramway Road being developed by Bobby Branch for the purpose of creating a relatively large retail commercial center, traffic is expected to increase. As part of the development process NCDOT is requiring substantial improvements to both US 1 and Tramway Road. The most significant change is the implementation of the “superstreet” concept which will substantially change the current intersection. The proposed designs are located in Exhibit C. The purpose of this presentation is to introduce the Council to the superstreet design and allow for discussion about the timing of the improvements as it relates to the proposed development. The developer’s project manager, Mark Lyczkowski, and NCDOT officials are in attendance to present the design and answer questions.

Mr. Lyczkowski stated that the development in Tramway would be completed in two phases. One phase would be the out parcel. There are nine outparcels along US 1 and Highway 78 for this project. The businesses listed in Exhibit C are just examples of uses for the site. They did two traffic analyses. They did a traffic impact analysis (TIA). It came back that a certain amount of improvements would have to be done to US 1 and Highway 78. The elevation is different for the northbound lands and the southbound lanes at the intersection. If they had gone with the first TIA with a traditional concept, they would have had to do something about the grade change, which is five to seven feet in some places. It would have required two left turn lanes in the southbound and that would have required other improvements on Highway 78. There were challenges about traffic control. They talked with DOT about the superstreet concept. It works similarly to the roundabout concept.

Mr. Lyckowski explained that the superstreet concept will result in 20 percent less time. There are five entry sites to the development. One entryway would be constructed on Bryant Drive which will be a private access road that will parallel US 1 and turn and parallel Highway 78. Another access will be off US 1 northbound that will be a right in and right out only access. There will be a right in only on the property line off US 1. (See Exhibit C) There will be two additional access points. One, that will be right in and right out only, will be located on Highway 78 across from the entrance to Hardee’s and the Laundromat. There will be one full access farther down on Highway 78 that will be right/left in and out. Some signal work will have to be done and an additional signal installed at Food Lion.

Mr. Lyckowski described the change in traffic patterns. If you are leaving off Highway 78, currently you can cross US 1 to go onto Center Church Road. You will no longer be able to do that. Basically, to cross the intersection in either direction, traffic movements would be right turns and left U turns. There is also a left turn on US 1 southbound onto Bryant Drive. However, traffic would not be able to go left on US 1 from Bryant Drive. There is also another

outlet point for the subdivision in the rear. McDaniel Drive has another access point to US 1, so that is another outlet point for the residents who live behind the shopping center.

US 1 is a controlled access highway and, basically, from the Highway Patrol Station to Quail Ridge is the only area that you can access US 1 directly. For the most part, from Apex in Cary to the Highway Patrol Station, access is controlled. It is the same from Quail Ridge to Pinehurst. He stated that they did not want to see Tramway become a bottleneck and have people avoiding that area; he feels that this design will prevent that.

Council Member Cohen asked about trucks needing to turn left from Highway 78 to go to Southern Pines. Marty Tillman responded that the radius turn of these left U turns is sufficient for tractor trailers. Council Member Taylor asked about school buses coming from Southern Lee headed toward Tramway. Mr. Tillman stated that they would be accommodated with a bulb out design to allow for larger vehicles to make that turn in that radius.

Mr. Lyczkowski stated they are now at the stage to hire a consultant to do construction drawings. They plan to hold public meetings to inform about these plans and to gather information. His goals within the next sixty days is to have the construction drawings done; meet DOT's need from a driveway permit standpoint; and get all the approvals in place. He hopes construction on the road improvements will begin by the end of the year. Most of the funding for this comes from the developer. They have been moving earth mainly due to storm water. They are required by the Department of Water Quality to control storm water on site and not let the rainwater leak from the parking lot into US 1 or off site to other places. They will eventually build a storm water pond on the rear of the property. They had to raise the elevation of the property toward US1 to get the water to drain to the rear. Also, raising the site will make it aesthetically more pleasing. They have awarded the infrastructure (water, sewer, streets) to S. T. Wooten. They will be working on the site next week.

Mr. Bridwell stated that this is a major commercial development on a major thoroughfare traversing Lee County and going to other parts of the state. We are hopeful that we will not denigrate the quality of our roadway, but rather enhance it and get commercial development at the same time. This presentation will also be made to the Lee County Commissioners this month. Mayor Olive asked if any permits had been issued for businesses locating out there. Mr. Bridwell responded that they have not announced anything yet, but he understands that they are in some serious discussions.

Consider Ordinance to Erect Stop Signs Within the City of Sanford - (Exhibit D)

Street Superintendent Magda Holloway explained that the ordinance before council is for erecting stop signs within the Carthage Colonies subdivision: on Chownings Drive at Amanda Drive; on Amanda Drive at Quartermaster Drive; on Plateau Court at Quartermaster Drive; and on Merchants Court at Quartermaster Drive.

Consider Request by the Airport Authority Regarding Construction of a New NC Forest Service Facility – (Exhibit E)

City Manager Hegwer stated he wanted to make council aware of a potential project the Airport Authority has been working toward. It is a North Carolina Forest Service project to be

located at the airport. The Airport Authority will be requesting a loan from the city and county at 50 percent each with a term of five years at 3 percent with which to purchase an existing hangar. The hangar would be renovated to accommodate the Forest Service needs. The total cost of the project is about \$1,000,000. There is also opportunity for the Airport Authority to borrow money from the Central Electric Membership Corporation for 80 percent of the project up to \$800,000. Temporary financing would be needed from the city and the county and then a long-term loan from the city and county for about five years at 3 percent—probably about \$100,000 from each entity. It looks like a project that can enhance the fuel cells. Fourteen employees will be working at the airport and it moves us more toward a long-term sustainability.

Consider Landscape Agreement #3421 with the North Carolina Department of Transportation – (Exhibit F)

General Services Director Tim Shaw explained that this is a landscape agreement between the North Carolina Department of Transportation and the City of Sanford for the interchange of US 421 and Mt. Pisgah Church Road and the intersection of US 1 and Spring Lane. We are presently under a landscape agreement with DOT for both. A letter was sent requesting DOT to consider these for replanting and additional planting. Two of the quadrants of Mr. Pisgah have never been planted.

Council Member Williams asked if they would plant on the side of Mt. Pisgah that has not been planted. Mr. Shaw stated that is the request sent to DOT. Mr. Shaw did not think we would get a 100 percent response to that question until we send in this agreement and they see our commitment to maintain these areas. Council Member McNeil asked if we had employees to maintain these places. Mr. Shaw stated that we maintain them now. We do contract mowing the grass for these interchanges. We have hired a contractor to do some of the pruning. If we are able to budget for part of that maintenance, we should be good. If we continue to add areas, there could be a need for additional employees.

Consider Goldston-Gulf Wastewater Contract – (Exhibit G)

Public Works Director Vic Czar thanked DOT for their presentation.

Mr. Czar explained that the Town of Goldston has an issue. They have failing septic tanks, and they are trying to address that immediate need with a wastewater collection system. It is to be funded through several different sources. Part of the reason they are getting the funding is they have an environmental problem. They do not have a way to treat their wastewater, and they are coming to us to provide treatment for them in a contract. Currently, there are about 150-250 homes that the project would serve. The total cost of the project is about \$6.5 million. It is expected to be complete in the summer of 2015 if they are able to enter into an agreement with us for treatment of their wastes.

The contract we propose is a twenty-year term. The opportunity for annual rate increases is built in to the contract. The amount of flow they are expected to give to us is relatively small at about 65,000 gallons per day. The area to be served is shown on the map in Exhibit G. According to the contract, no connections outside that area will be allowed without prior approval of the City of Sanford. No connections inside that area that are non-residential will be allowed without prior approval from the City of Sanford. Mr. Czar explained that those two

terms are included because we are concerned about the quality of the wastewater we receive from this contract. We do not need anything that causes a problem at the plant.

The fee for the treatment at \$2.25 per thousand gallons is what is proposed with a minimum monthly fee of \$1,012.50. That is based on treatment costs, some capital reserve costs for the capacity that they are asking for, and a return on the investment. Goldston will pay the total cost of the project—build its own collection system and maintain its own collection system. There will be installation of approximately 2,000 feet of gravity sewer on the Lee County side of the river that will be given to us and that line is sized so that it can accept the waste from Goldston as well as additional flow in the Cumnock area. The contract has been reviewed and Goldston is in agreement with its terms.

Council Member Williams asked what the project cost to Goldston will be. Mr. Czar stated it would be about \$6.5 million. That builds their collection system, a pump station, a force main to us, and about 2,000 feet of gravity line for us. It is funded through some rural development money. Some grant loan is made available to them because of their household median income. The Rural Center has \$1 million in the project in a grant. Mr. Williams asked if this would serve Moncure. Mr. Czar stated that it would not, but there will be a gravity extension on our side of the river that will help serve Cumnock. They had a bond referendum and 98 percent voted for putting up their cost of the installation.

Consider Discussion Regarding the City's Wellness Initiatives – (Exhibit H)

Human Resources Director Christy Pickens introduced Human Resources Analyst Betty Seawell who coordinates the city's wellness program working with a committee of about eleven employees from various departments. Mrs. Seawell presented a brief history of the program, gave information about the committee, and shared information about the current program as contained in Exhibit H. Mrs. Seawell stated that the wellness program was initiated in December of 2007. The mission is to provide the employees of the City of Sanford an opportunity to learn and participate in a variety of wellness initiatives. Their goal is to coordinate and implement the program initiatives that offer a variety of wellness activities. Their focus in 2012 is to increase participation and concentrate on their communication. The three major components of the program are to provide wellness information to employees; improve employee health; and improve employee physical fitness. The wellness activities are offered at no cost or minimum cost to employees with the hope of improving the overall health and well-being of the employees and to reduce the city's overall healthcare costs.

Council Member Williams commended Mrs. Seawell on what she was doing and thanked her. He felt the program was important and needed.

OTHER BUSINESS

Council Member McNeil asked General Services Director Tim Shaw about the status of the skate park. Mr. Shaw stated that they are trying to select a group of skate park designers to work with us and get numbers on building the skate park. They have looked at the area in terms of a flat surface and looking at dimensions of 120' x 70', which is about the size of a full size basketball court. There is not yet a design on paper. He has gathered some good information from some local skaters and is working on getting a design completed to bring back to council.

Council Member Williams stated that it appeared the wellness program was getting about one-third participation. He encouraged continuing the program.

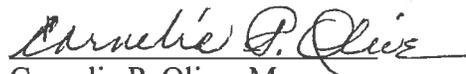
City Manager Hegwer stated that there were some minor prizes for employees who have annual physicals, and they will work to continue increasing participation in the wellness program. He called attention to the National Night Out handouts (Exhibit I) and informed council of changes. A revised list will be issued with the maps showing the wards. He also announced that the next council meeting will be held at 1:00 P.M. instead of the usual 7:00 P.M. time on August 7.

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

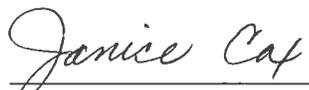
ADJOURNMENT

Upon motion of Council Member James Williams and seconded by Council Member Walter McNeil, the meeting was adjourned unanimously.

Respectfully submitted,


Cornelia P. Olive, Mayor

ATTEST:



Janice Cox, Deputy City Clerk

DOWNTOWN SANFORD

MEMORANDUM

TO: Hal Hegwer, City Manager and City Council Members

FROM: David Montgomery, Executive Director of Downtown Sanford, Inc. (DSI)

DATE: July 6, 2012

SUBJECT: Request to replace the 2 hr. parking restrictions with 3 hr. parking restrictions along several downtown streets

In the spring DSI recommended several changes to the current parking format in downtown. We would like the City to go ahead and implement some of those recommendations.

In particular, DSI is requesting changing the 2 hour restriction to 3 hour restriction, except for those that are already otherwise specified (i.e. handicap, loading zone, 15min, 30min, 1hr.), on the streets below.

- East and west sides of 200 and 300 Blocks of South Steele Street (between Wicker Street and Moore Street)
- East and west sides of 100 Block of North Steele Street (between Carthage Street and Gordon Street)
- North and south sides of 100 and 200 Blocks of Carthage Street (between Horner Boulevard and Moore Street)
- North and south sides of 100 and 200 Blocks of Wicker Street (between Horner Boulevard and Moore Street)
- West side of the 100 and 200 Blocks of Moore Street (between Gordon Street and Wicker Street)
- South side of St. Clair Court (between Horner Boulevard and Steele Street)

Please note that the 100 Block of South Steele Street (between Carthage Street and Wicker Street) would remain 2 hour parking.

According to the City Street Department this would require the installation of 64 new signs at a cost of approximately \$3,760.00.

In addition, DSI is requesting that all restricted parking should only be enforced from 9 am – 6 pm instead of 8am – 6pm.

Furthermore, the DSI Board would like to reduce the fine for a time limit violation from \$25.00 to \$15.00.

Should you have any questions or need additional information, please do not hesitate to call.

US 1 at Hawkins Avenue Proposed Safety Project



ROB STONE, PE
NCDOT
DIVISION OPERATIONS ENGINEER
AUGUST 1, 2012

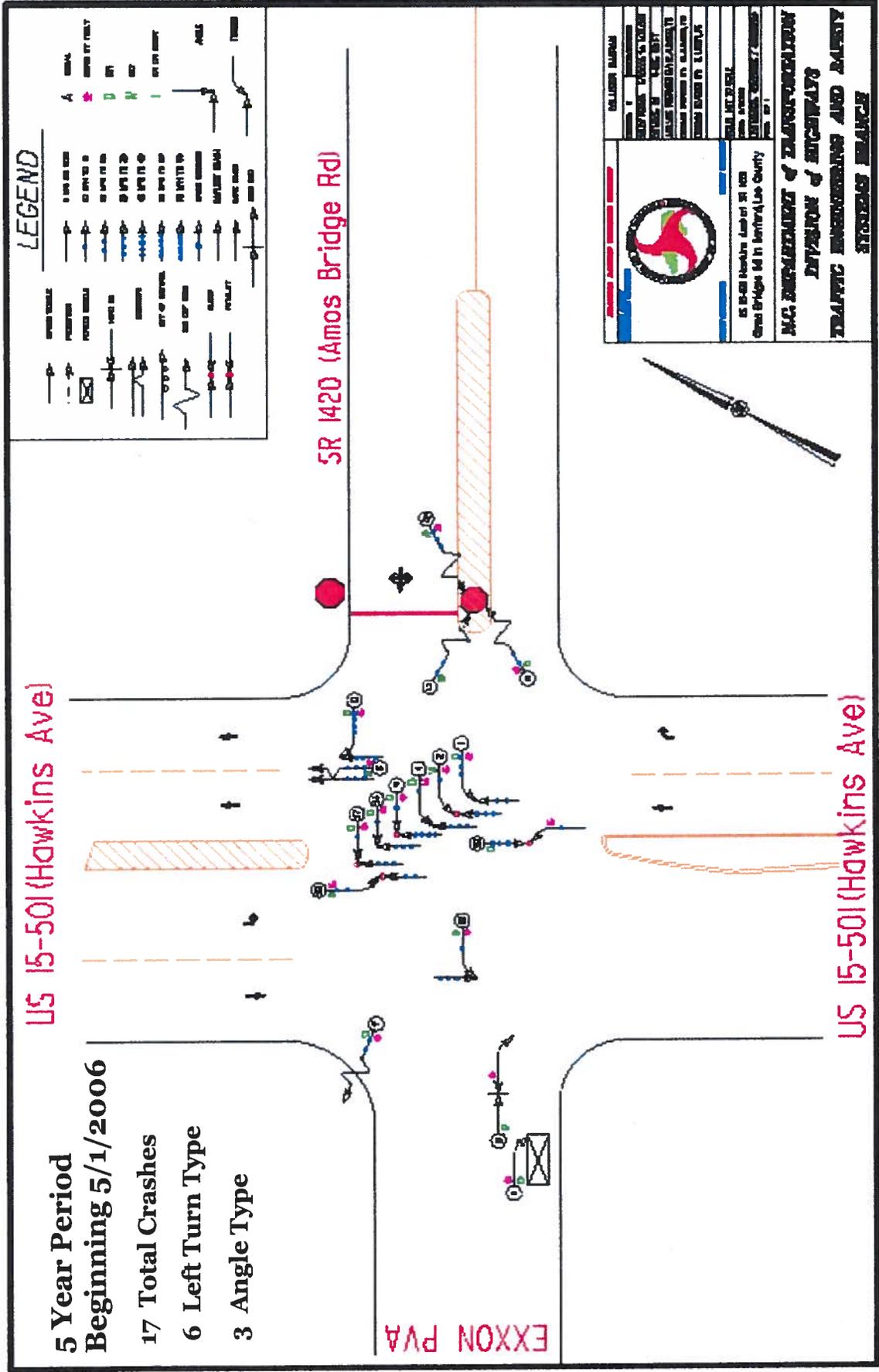


US 1 at Hawkins Avenue



Picture courtesy of [bing](https://www.bing.com)

Intersection Crash Patterns



Intersection Crash Patterns

5 Year Period
 Beginning 5/1/2006
 8 Total Crashes
 2 Left Turn Type
 0 Angle Type



US 5-501 at SR 1444 (Beechtree Drive)
 in Sanford, Lee County

COLLISION DIAGRAM

SPRINKLER: 0 (100% Sprinkler)

START PERIOD BY DATE TO: 4/30/08

END DATE: 4/30/08

ANALYSIS PREPARED BY: A. ALLEN, PE

DIAGRAM PREPARED BY: A. ALLEN, PE

DIAGRAM REVIEWED BY: S. LOWRY, PE

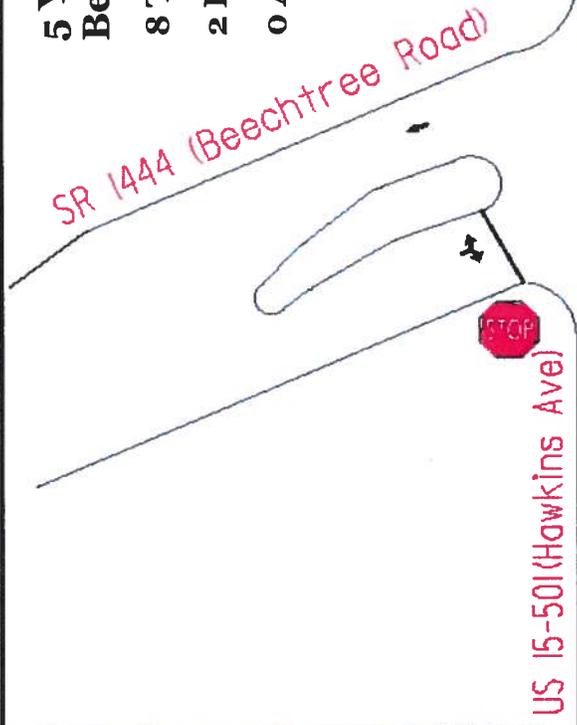
SCALE: NOT TO SCALE

DATE: 5/8/08

FILE NUMBER: 400000001 / 400000001

PROJECT: 1071

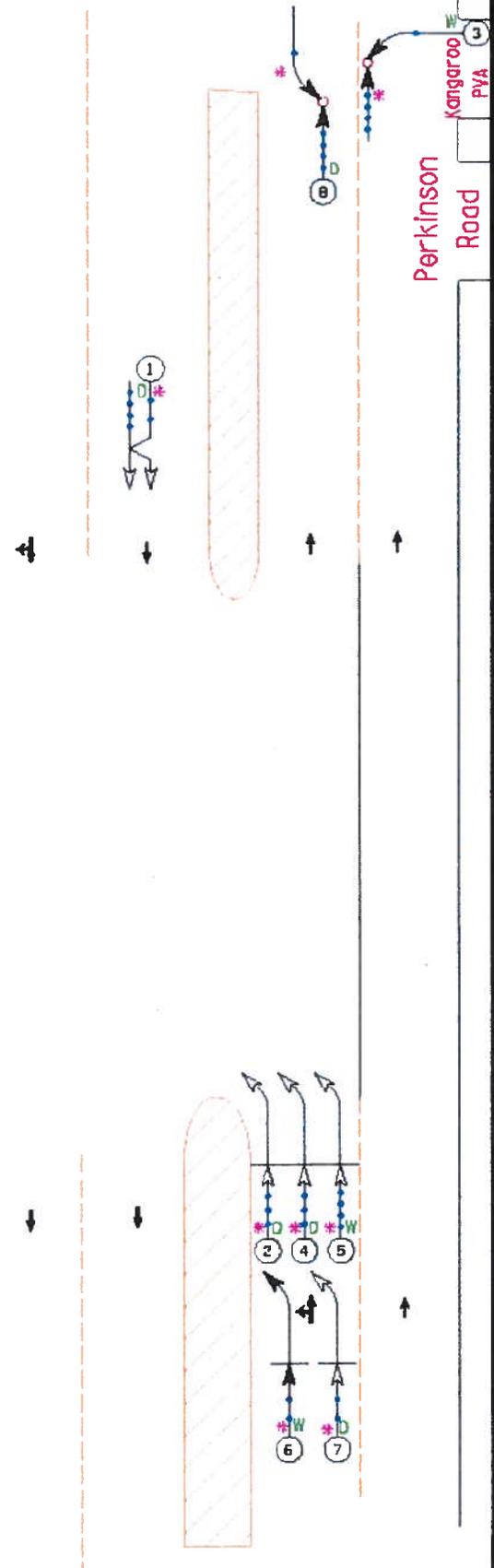
N.C. DEPARTMENT of TRANSPORTATION
DIVISION of HIGHWAYS
TRAFFIC ENGINEERING AND SAFETY
SYSTEMS BRANCH



US 15-501 (Hawkins Ave)

LEGEND

	REAR END		DRIVER AT FAULT
	HIT AND RUN		FIRE
	LEFT TURN		WET
	BACKING UP		ANGLE
	INJURY		INVOLUNTARY CRASH
	FATALITY		OTHER CRASH
	TURNING		SPEED LIMITING



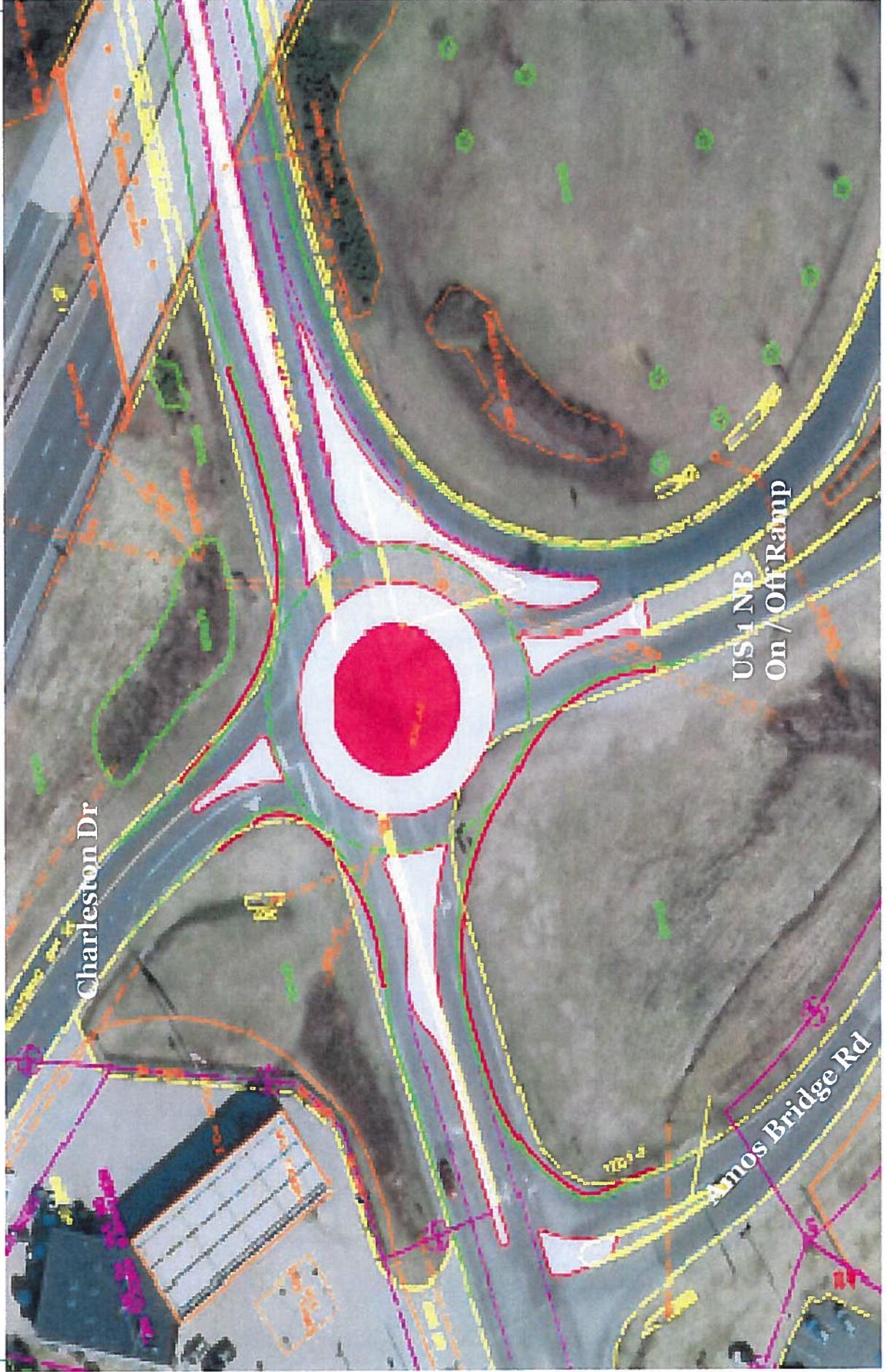
Perkinson Road

Kangaroo PYA

Hawkins Ave Roundabout Concept



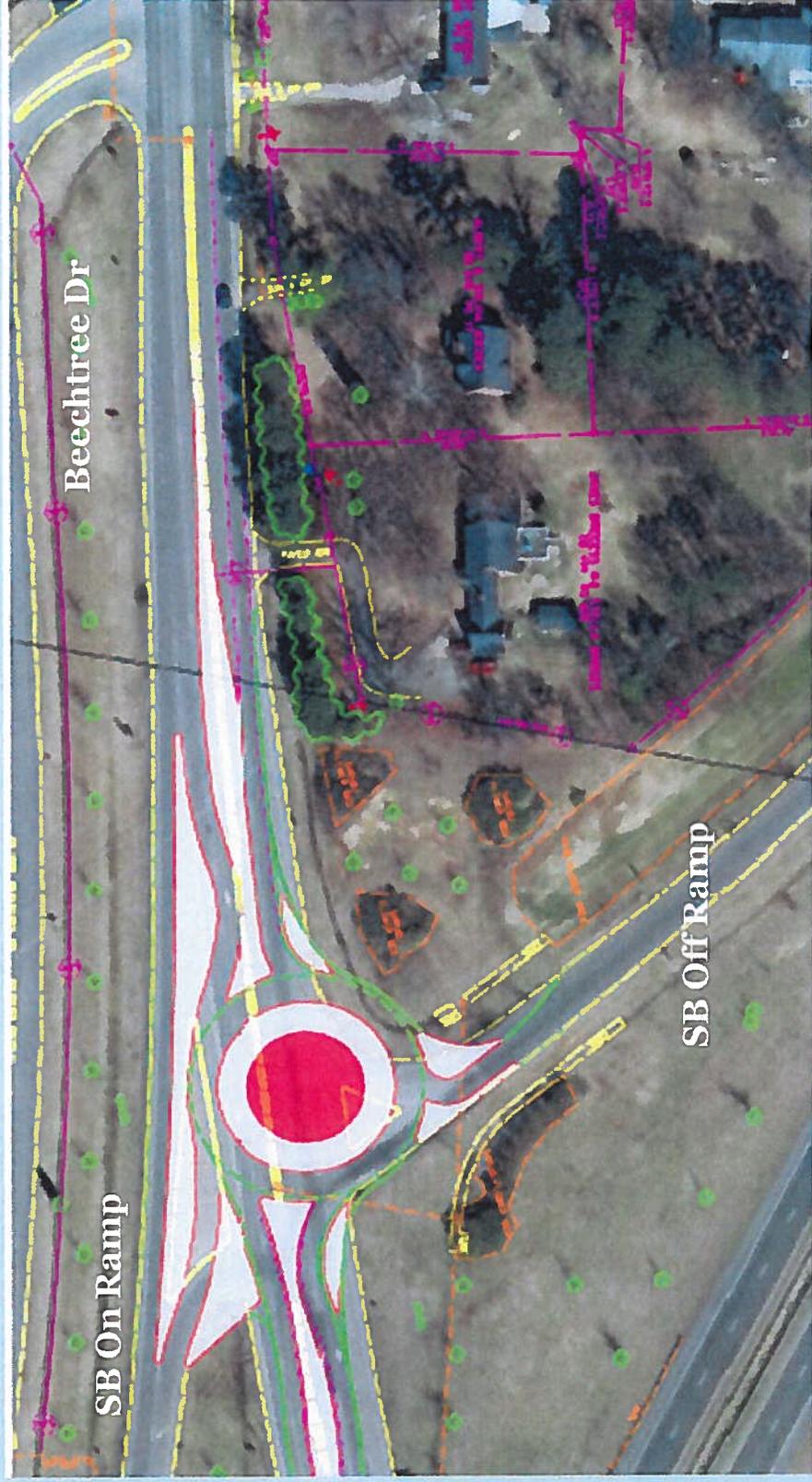
Hawkins Ave Roundabout Concept



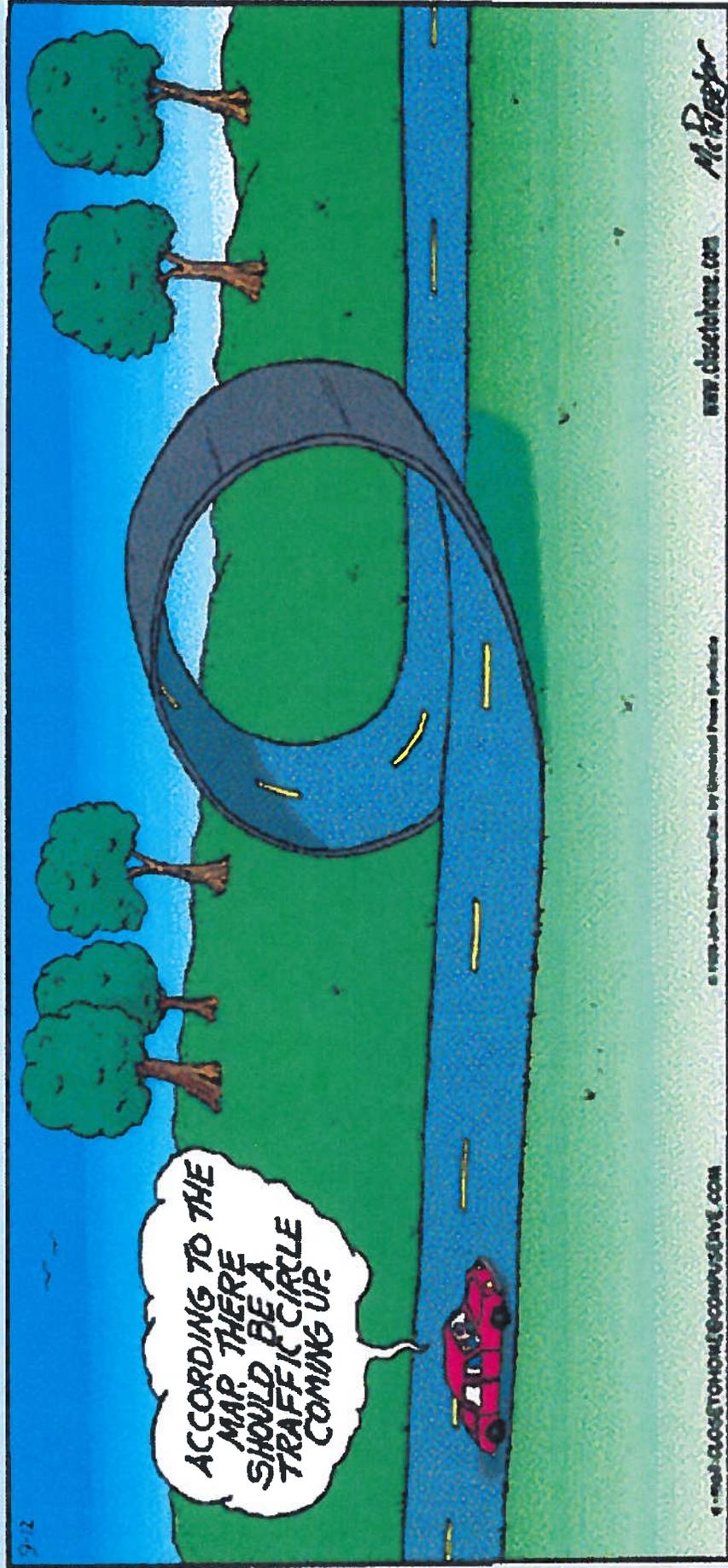
Hawkins Ave Roundabout Concept



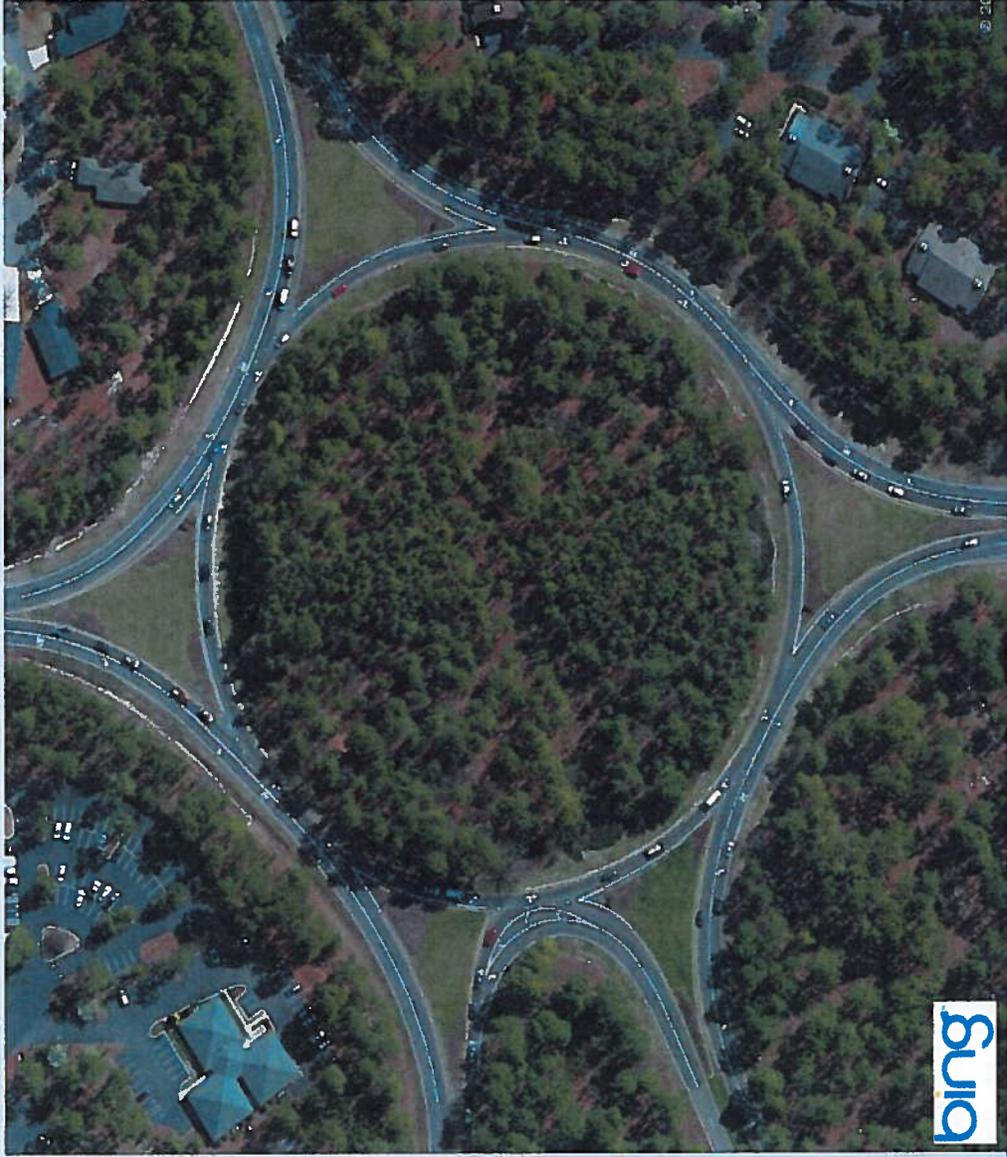
Hawkins Ave Roundabout Concept



What a Roundabout is NOT



What a Roundabout is NOT

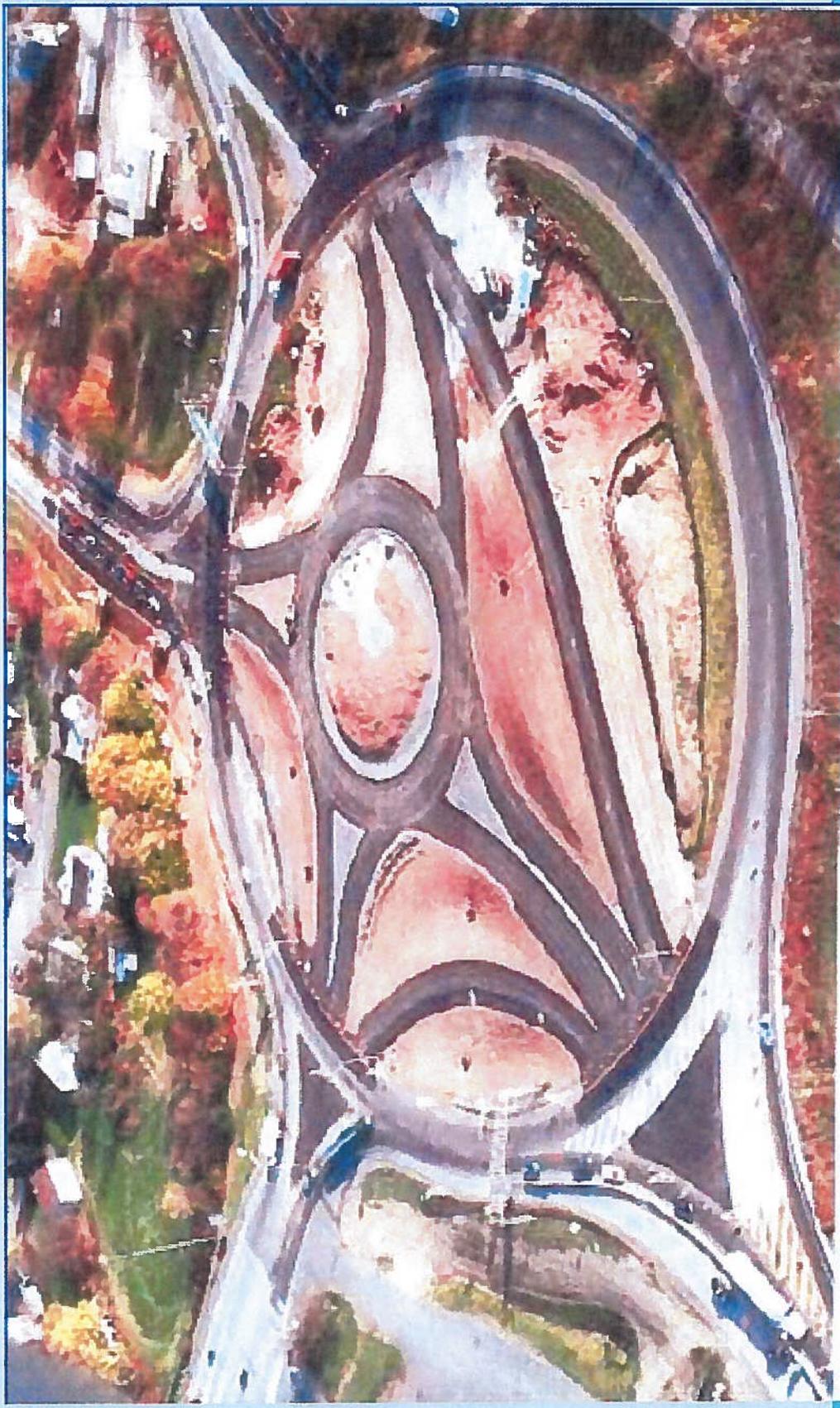


Pinehurst

What a Roundabout is NOT



What a Roundabout is NOT



Why Roundabouts?



- Safe Intersection Design
- High Capacity / Low Delay
- Good for All Modes of Traffic
- Design Flexibility
- Aesthetics



Roundabout Safety

Crash Reductions Following Roundabout Installation

In the United States – 2007

- Total Crashes 48%
- Fatal / Injury Crashes in Rural Areas 78%
- Fatal / Injury Crashes in Urban Areas 60%

In North Carolina – 2006

- Conversion from Stop Sign Control 41%
- Conversion from Signal Control 74%

Sources

Insurance Institute for Highway Safety www.highwaysafety.org

NCHRP Report 572 http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_572.pdf

NCDOT Safety Evaluation Group <http://www.ncdot.gov/doh/preconstruct/traffic/safety/Reports/completed.html>

Roundabout Traffic Capacity

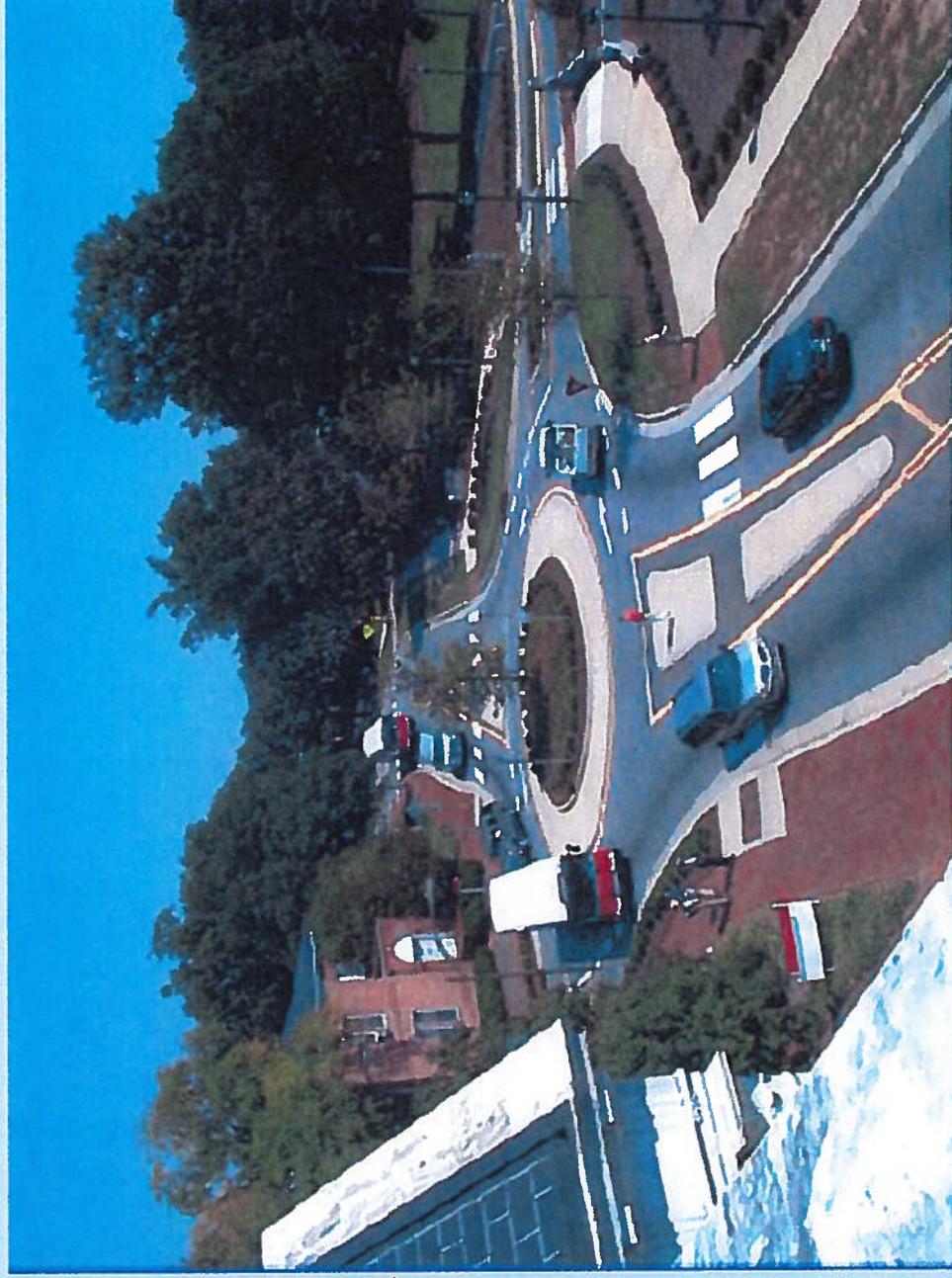


- **Peak Hour Traffic** – Usually at least as efficient (same overall delay to drivers) as traffic signals or all-way stop
- **Off Peak Traffic** – Usually much more efficient than traffic signals or all-way stop

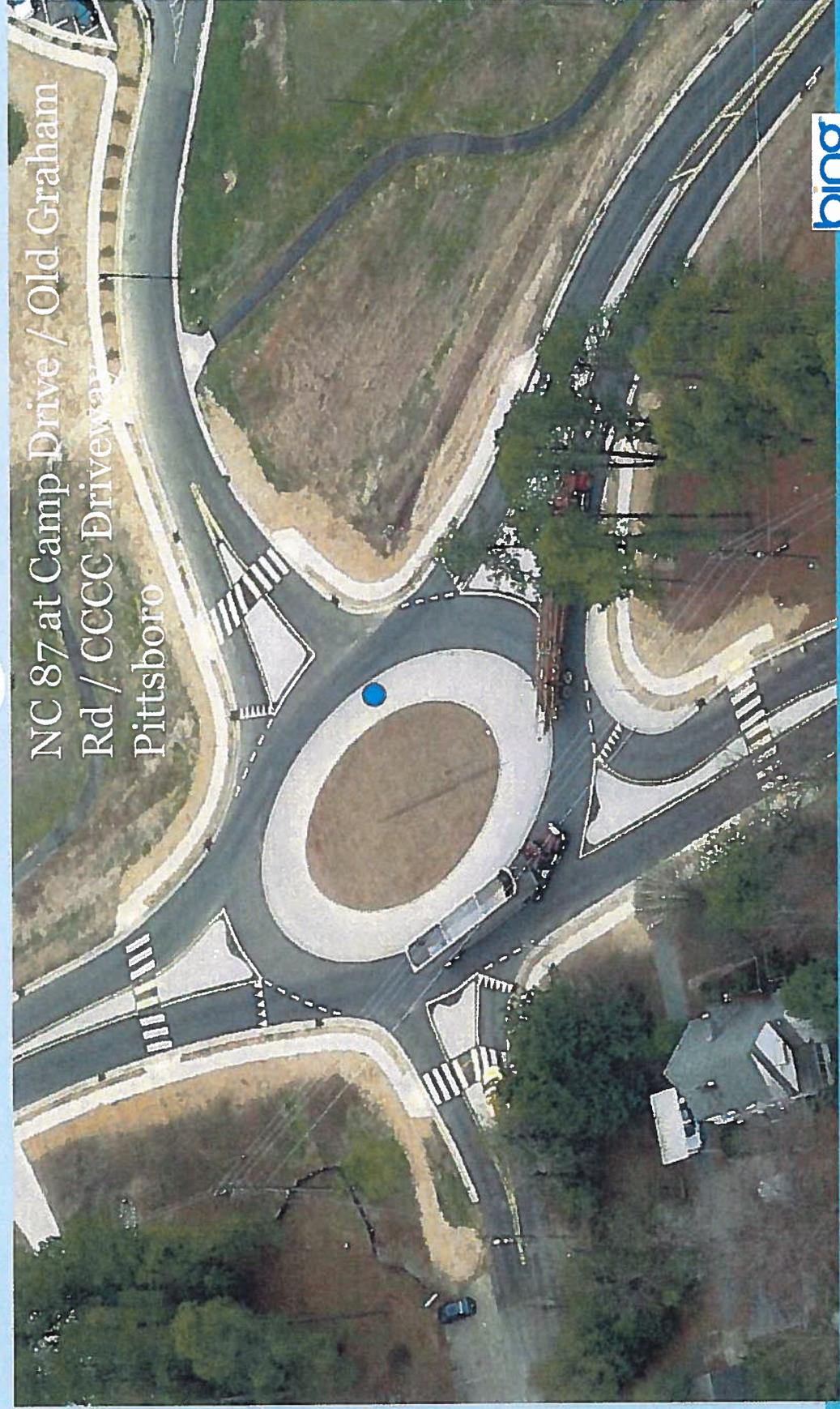
Multi-Modal



Safer for
Pedestrians,
Bicycles, and
Buses



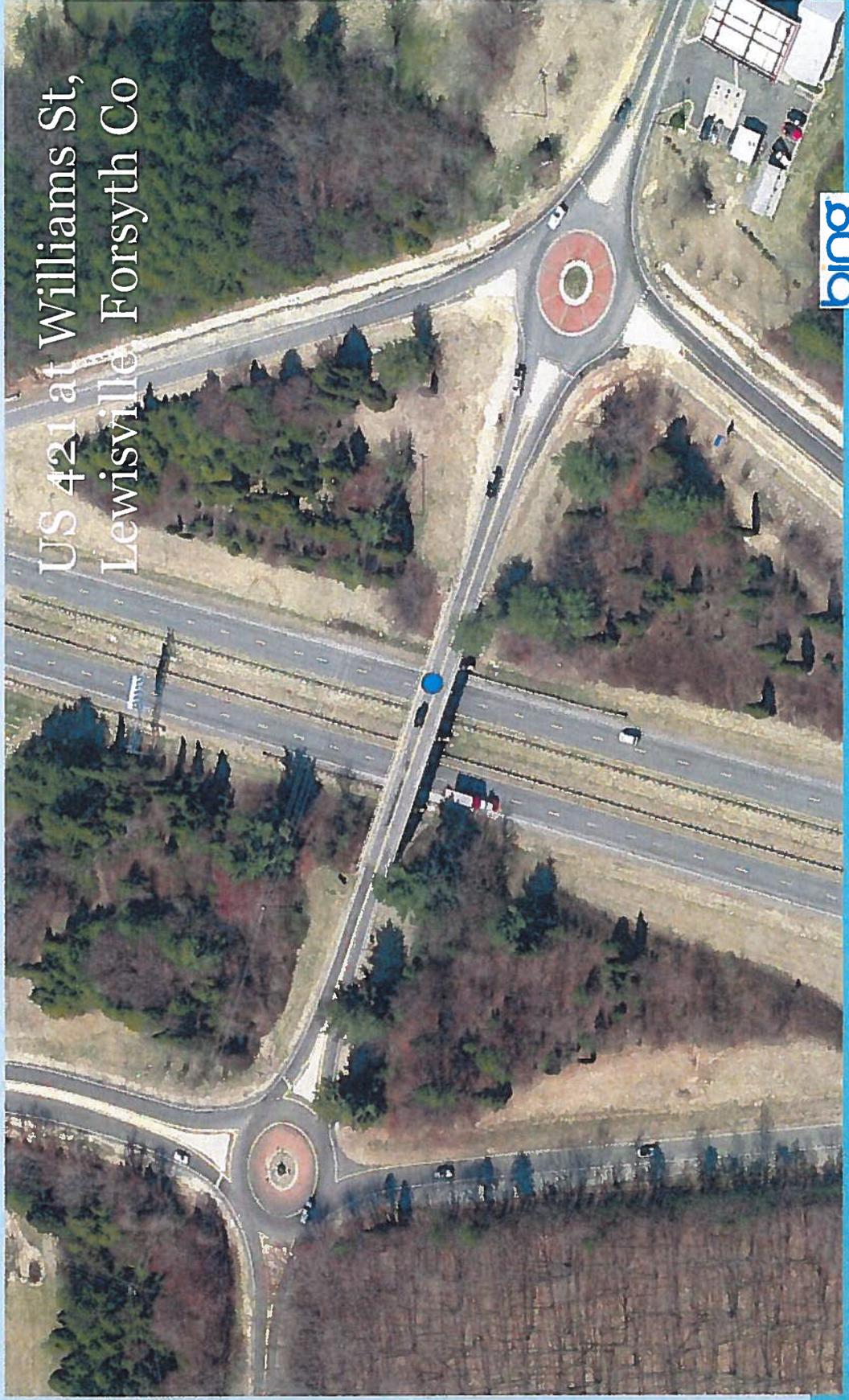
Design Flexibility



NC 87 at Camp Drive / Old Graham
Rd / CCCC Driveway
Pittsboro

bing

Design Flexibility



US 421 at Williams St,
Lewisville Forsyth Co

bing

Design Flexibility

World • United States • NC • Polk Co. • Columbus



I-26 at NC 108
Columbus
Polk County

bing

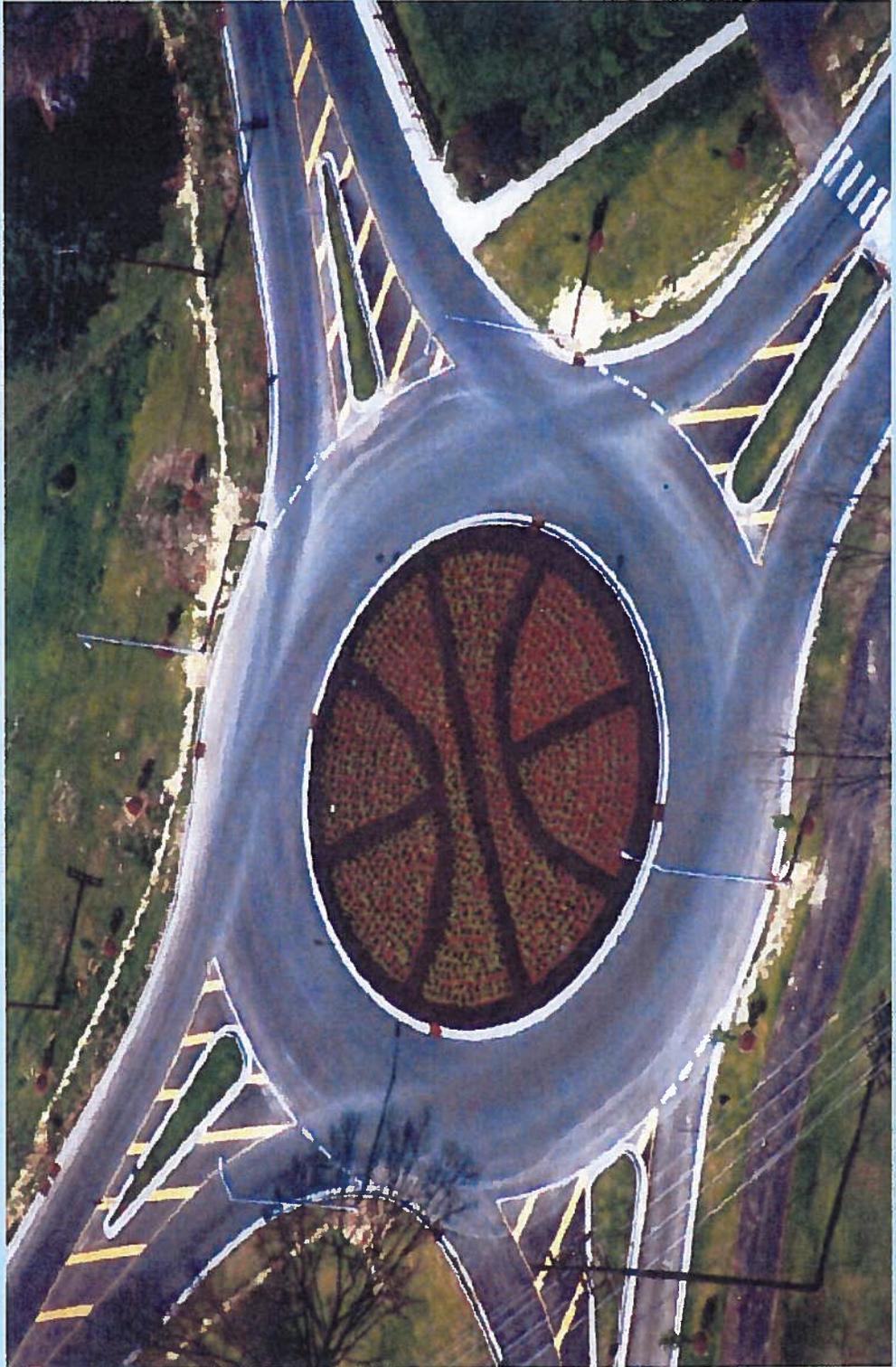
Design Flexibility



Aesthetics



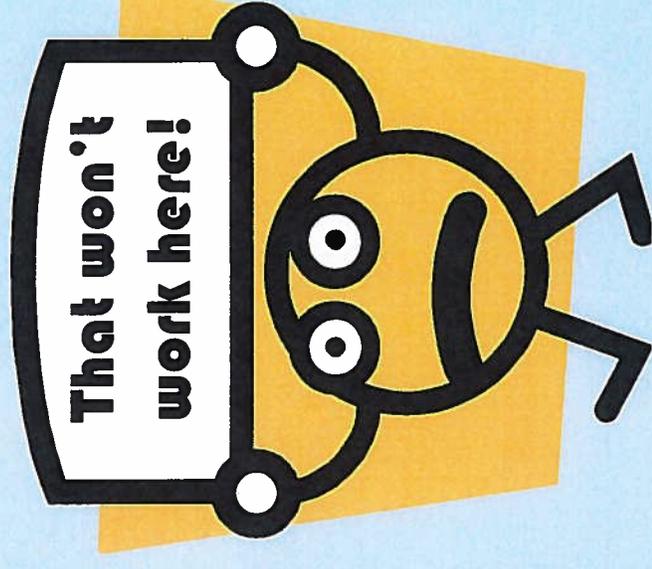
Aesthetics



Common Concerns

When a roundabout is recommended for an intersection, there can be resistance from the public. Some of the usual concerns that are expressed are:

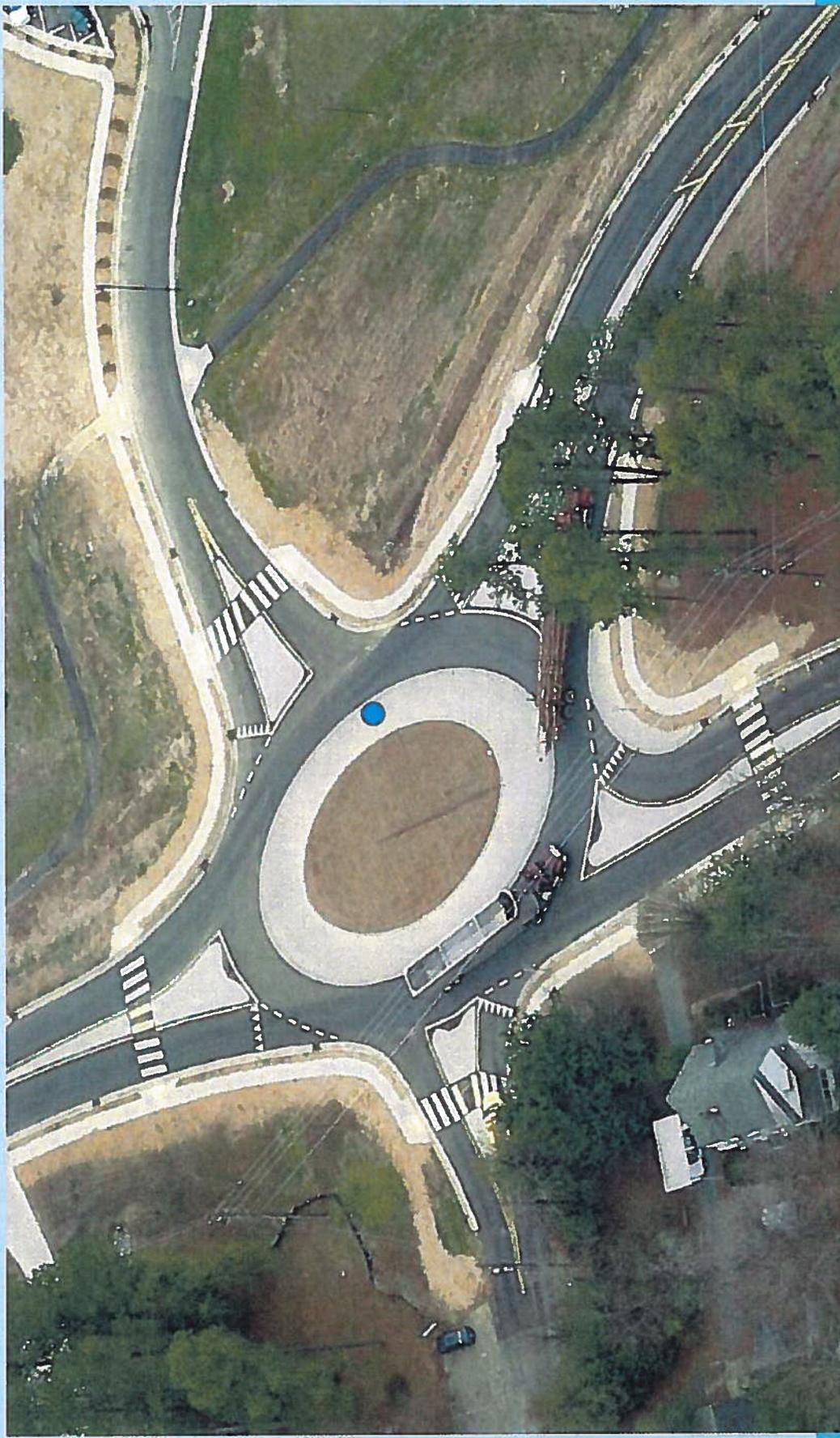
- Driver Expectation
- Large Trucks
- Cost and Maintenance
- Emergency Vehicle Access



Driver Expectations

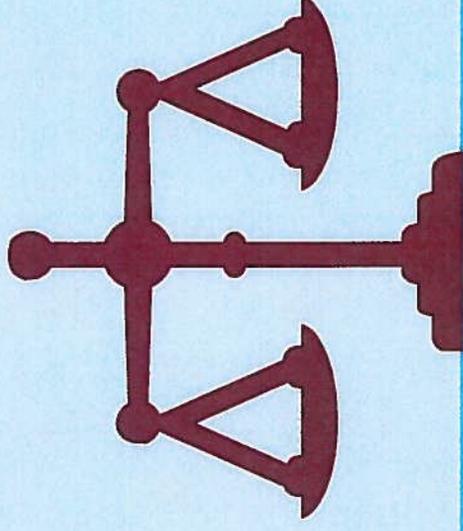


Large Trucks



Cost and Maintenance

- Roundabout - \$400,000 - \$600,000
- Minimal maintenance (landscaping, mowing)
- Signalized intersection - \$100,000 - \$200,000
- Signal maintenance \$3,000-\$5,000 annually
- Turn lane construction - \$100,000 - \$200,000



Emergency Vehicles



Next Steps



- Update data
- Hold a Public Information Workshop
- Finalize the design
- Develop cost estimate
- Request funds
- Hire a contractor and construct project

US 1 at Hawkins Avenue Proposed Safety Project



QUESTIONS?





MEMORANDUM

TO: City of Sanford City Council
Hal Hegwer, City Manager
Bob Bridwell, Planning and Development Director

FROM: Marshall Downey, Asst. Planning and Development Director *M. D.*

DATE: July 30, 2012

REF: Law and Finance discussion regarding proposed "Superstreet" improvements to US 1

As Council is probably aware, Mr. Bobby Branch is developing the southeast corner of US 1 and Tramway Road for the purpose of creating a relatively large retail commercial center. As part of the development process, NCDOT is requiring substantial improvements to both US 1 and Tramway Road. The most significant change is the implementation of the "superstreet" concept which will substantially change the current intersection. Attached you should find color illustrations of the proposed design.

The purpose of this presentation is to introduce the Council to the superstreet design and allow for discussion about the timing of the improvements as it relates to the proposed development. The developer's project manager, Mr. Mark Lyczkowski, as well as NCDOT officials are expected to be in attendance to present the design and answer questions.

PHASE 1



7-18-12

**AN ORDINANCE TO ERECT STOP SIGNS
WITHIN THE CITY OF SANFORD
CHAPTER 36, TRAFFIC CODE OF ORDINANCES**

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

SECTION 1: In accordance with Chapter 36, Section 36.33, Traffic Code of Sanford Code of Ordinances, City of Sanford, North Carolina, a stop sign shall be erected within the Subdivision at the following intersections:

Carthage Colonies Subdivision

- (1) On Chownings Drive at Amanda Drive
- (2) On Amanda Drive at Quartermaster Drive
- (3) On Plateau Court at Quartermaster Drive
- (4) On Merchants Court at Quartermaster Drive

Motor vehicles shall be required to stop before entering thereat.

SECTION 2: This ordinance shall be in full force and effect from and after the date of its adoption.

SECTION 3: All laws and ordinances in conflict with this ordinance are hereby repealed.

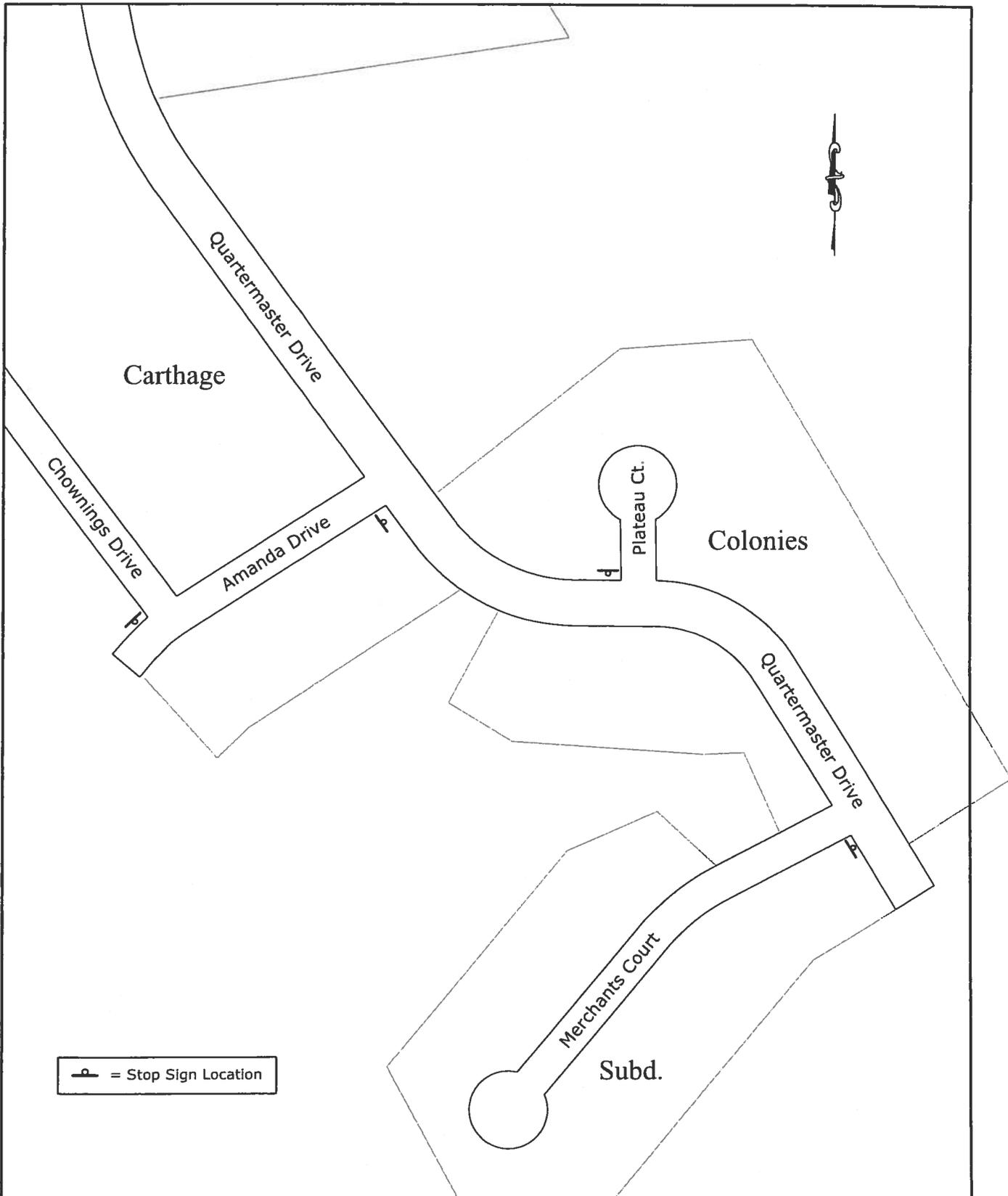
ADOPTED this 7th day of August, 2012.

CORNELIA OLIVE, MAYOR

ATTEST:

BONNIE D. WHITE, CITY CLERK

SUSAN C. PATTERSON, CITY ATTORNEY



**Stop Sign Locations
Carthage Colonies Subdivision**

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

Ord.
Date: 08/01/12
Scale: Not To Scale
Drawn By: ddb

RALEIGH EXEC

The Raleigh Executive Jetport @ Sanford-Lee County

July 18, 2012

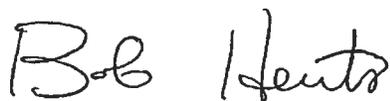
The Airport Authority hereby requests a loan of \$900,000 to be shared by the City of Sanford and the County of Lee for the construction of a new NC Forest Service facility.

The NC Forest Service has been mandated by the NC General Assembly to consolidate services and facilities. The NC Forest Service has chosen Raleigh Executive Jetport as a location for consolidated maintenance services in the state of North Carolina.

The Authority is proposing to buy an existing hangar, add office and storage space and a helipad. The NC Forest Service is willing to sign a 30 year lease with the Authority. The consolidation will bring 14 new people to the airport to work. Flights in and out of the airport will increase resulting in new fuel sales.

Please consider making a loan to the Authority for this exciting project.

Sincerely,



Bob Heuts
Secretary / Treasurer

RALEIGH EXEC

The Raleigh Executive Jetport @ Sanford-Lee County

NC Forest Service Project

Project Cost

- | | |
|---|------------------|
| • Cost to purchase existing hangar | \$425,000 |
| • Cost to build office and storage building
help with minor renovations and sewer system | <u>\$475,000</u> |
| TOTAL EXPECTED COST | \$900,000 |

Short Term Revenue

- | | |
|---|-----------|
| • 50-50 City/County construction loan
Term requested 5 years at 3% | \$900,000 |
|---|-----------|

Long Term Revenue

- 30 year lease from NC Forest Service
- Loan from Central Electric Membership Corporation – 80% of total project cost up to \$800,000. Term requested 10 years at 0%

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

July 12, 2012

The Honorable Cornelia P. Olive
Mayor of Sanford
PO Box 3729
Sanford, NC 27331

SUBJECT: Landscape Agreement #3421
WBS Element 3708.3.24
Lee County

Dear Mayor Olive,

Enclosed are duplicate originals of the Landscape Agreement consisting of the installation of landscape plantings at the interchange of US 421 at SR 1526 (Mt. Pisgah Church Road) and US 1 at SR 1100 (Spring Lane) in Sanford. You will have forty-five (45) days from the date of receipt to sign and return the Agreement to this office at the address listed below.

Once you have reviewed and signed both originals, please return them to me for Departmental execution. One fully executed agreement will be sent back to you for your files.

If you have any questions, please feel free to call me at (910) 944-2344 or email me at awhitesell@ncdot.gov.

Sincerely,



L. Alison Whitesell, PE
Division Project Manager

Enclosure (2)

cc: R. W. Stone, II, PE
S. L. Ingold

NORTH CAROLINA

LANDSCAPE AGREEMENT

LEE COUNTY

DATE: 7/12/2012

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: ER-2973 H

AND

WBS Elements: 3708.3.24

CFDA: 20.205

CITY OF SANFORD

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Sanford, a municipal corporation, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, Section 1113 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), requires that the Surface Transportation Program funds be available for transportation enhancement activities in the Statewide Transportation Improvement Program; and,

WHEREAS, the Municipality has requested enhancement funding for certain landscape plantings in Lee County; and,

WHEREAS, the Municipality has agreed to the maintenance of said plantings as hereinafter set out;

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of designing and installing landscape plantings at the interchanges of US 421 and SR 1526 (Mt. Pisgah Church Road) and US 1 and SR 1100 (Spring Lane) in Lee County.

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: City of Sanford

County: Lee

WBS Element: 3708.3.24

Scope: The Project consists of designing and installing landscape plantings at the interchanges of US 421 and SR 1526 (Mt. Pisgah Church Road) and US 1 and SR 1100 (Spring Lane) in Lee County.

PLANNING AND DESIGN

2. The Department shall, without expense to the Municipality, approve the landscape design and prepare the landscape plans and specifications in accordance with the Department's standard landscaping policies and procedures for highways. The Municipality shall have an opportunity to review the landscape design and plans before the Department lets the contract, with anticipated planting to begin during the Spring of 2013.
3. All work shall be performed within the existing right of way and in accordance with Departmental standards, policies and procedures. In the event any additional right of way or construction easement is required for the plantings, the Department shall provide said additional right of way/or easement. Acquisition of any right of way and/or easements shall be performed in accordance with all State and Federal procedures.

CONSTRUCTION AND MAINTENANCE

4. The Department shall furnish the plants and mulch for the initial planting. The Department shall, without expense to the Municipality, prepare the site and install the plantings, in accordance with the approved project plans. All work shall be performed in accordance with the Department's standard landscaping policies and procedures for highways.
5. Upon completion of the project the Municipality shall maintain plantings. The Department shall notify the Municipality, in writing, when the Municipality should assume responsibility for all maintenance and replacement of the landscape materials. Maintenance shall include, but not be limited to, the following: watering, mulching, pruning, fertilizing, weeding, pest control, mowing, and replacing plant materials. All cost of maintenance shall be borne by the Municipality.
6. The Municipality agrees to continually maintain all plantings in accordance with generally accepted horticultural practices. The Department shall have the right to periodically inspect the maintenance practices being utilized by the Municipality.
7. If the Department determines that the Municipality is not properly maintaining the plantings, the Department shall notify the Municipality. If proper maintenance is not performed by the Municipality within a reasonable time after notification, the Municipality agrees that the Department shall perform the necessary maintenance, or at the Department's option, shall return the planted area to a natural condition (i.e. seeded and mulched, etc.). It is further agreed that the

costs of the restoration shall be reimbursed to the Department by the Municipality.

Reimbursement to the Department shall be made in one final payment within sixty (60) days of invoicing by the Department. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147.86.23.

8. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.
9. In the event these plantings require relocation or removal for highway construction, reconstruction, maintenance or safety, the Municipality shall be given the option to remove or relocate any plantings it considers salvageable immediately upon notification by the Department, at no expense to the Department.
10. The Department shall not be responsible for any damage to the plantings, which may be done by third parties.

ADDITIONAL PROVISIONS

11. The Municipality, at no expense to the Department, shall provide traffic control during landscape maintenance procedures as required by the latest revisions to the MUTCD for work outside the shoulder and for work on the shoulder.
12. The Municipality will indemnify and hold harmless the Department, FHWA, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages or claims for damages, which may be initiated by third parties.
13. All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

14. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

WITNESS: CITY OF SANFORD

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ of the local governing body of the City of Sanford as attested to by the signature of Clerk _____ of said governing body on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Sanford

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

**WASTEWATER TREATMENT CONTRACT
BETWEEN
THE TOWN OF GOLDSTON, NORTH CAROLINA
AND
THE CITY OF SANFORD, NORTH CAROLINA**

THIS CONTRACT made and entered into on the _____ day of _____, 2012, by and between the City of Sanford, a North Carolina municipal corporation located in Lee County, North Carolina, hereinafter referred to as “Sanford”, and the Town of Goldston, a North Carolina municipal corporation located in Chatham County, North Carolina, hereinafter referred to as “Goldston.”

WITNESSETH:

WHEREAS, Sanford owns and operates a wastewater collection and treatment system with capacity capable of serving the customers of Goldston’s system as proposed; and

WHEREAS, Goldston is constructing a wastewater collection system to service the wastewater need in and around the town; and

WHEREAS, Goldston is in need of treatment capabilities for the collected wastewater;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. Collection, Treatment and Disposal of Wastewater: Goldston agrees to collect wastewater from the area shown on the attached map (Exhibit A) and to transport wastewater that complies with Sanford’s Sewer Use Ordinance to an approved connection point (see map Exhibit B). Goldston agrees to own, operate and maintain the collection system to the point indicated on the attached map, and to design and operate the system in a manner that eliminates any and all odors at the point of delivery. Sanford agrees to receive wastewater collected by Goldston at a specified point of connection on Sanford’s waste system and, to the best of their ability, to transport said wastewater from the point of connection to the treatment facility, to treat said wastewater to state and federal standards, and to discharge effluent in accordance with state and federal requirements. Unless mutually agreed upon hereafter, Sanford shall only accept wastewater at the specified location.

2. Service Area: Goldston shall not provide wastewater treatment services to any customer outside its Service Area without the written consent of Sanford. Goldston’s Service Area shall consist of Goldston’s corporate limits and the

shaded area as shown in "Exhibit A". Written consent shall be by current application for discharge permit use by Sanford at the time of request.

3. Connections to System: Subject to all conditions stated herein, Goldston's pumping station and force main shall be used for transporting wastewater from within Goldston's Service Area to Sanford's sewer system. GOLDSTON MUST RECEIVE PRIOR WRITTEN APPROVAL BY SANFORD FOR ALL NON-RESIDENTIAL CONNECTIONS. Approval will be subject to review by the Sanford pre-treatment staff, and connections and use shall be required to conform to Sanford Sewer Use Ordinance.
4. Term: The initial term of this Contract shall extend to and include June 30, 2032; and, thereafter shall automatically renew for additional 1 (one) year terms, until written notice is given thirty (30) days prior to the end of the term, by either party, of intent to terminate this agreement.
5. Charges for Treatment: Sanford agrees to charge and Goldston agrees to pay the charges for treatment of the wastewater as shown on list of charges included in "Exhibit C".
6. Annual Rate Changes: All parties agree to an annual review of the rates which may be adjusted accordingly based on treatment costs and volumes, and other reasonable expenses or costs. Sanford shall provide Goldston at least thirty (30) days notice of any anticipated rate changes.
7. Billing: Sanford shall furnish Goldston a monthly bill for the actual amount of measured wastewater delivered to it, and treated at the then applicable rate. Regardless of the amount of actual usage or any usage, Goldston agrees to pay a minimum monthly bill.
8. Quantity: Sanford agrees to receive a volume delivered in a uniform manner up to the monthly average of 0.065 MGD. Sanford and Goldston hereby agree that at such time as Goldston's wastewater discharge exceeds 0.065 MGD as a monthly average, at Sanford's option, Sanford shall refuse to accept more than the maximum volume, Sanford shall charge a surcharge or premium to treat any amount above the maximum volume, or Sanford and Goldston shall negotiate a new treatment volume limit. If a new volume limit cannot be mutually agreed upon, this contract may be terminated.
9. Installation of Metering Equipment: Goldston agrees to furnish and install, at the expense of Goldston, the necessary metering equipment and required devices of standard type, as approved by Sanford, for properly measuring the quantity of wastewater delivered to Sanford and to calibrate the metering equipment, when requested by Sanford, once every twelve (12) months. If requested more than once in a twelve (12) month period, Goldston shall test the metering equipment to see if it registers 3% above or below the test flow.

If so, Goldston shall calibrate the equipment. If the test reveals that the meter is registering accurately (within 3% above or below) Sanford shall pay for the testing.

10. Meter Readings: Goldston agrees to transmit meter readings to Sanford via automatic meter reading technology compatible with Sanford's meter reading and billing capabilities. Metering shall be done such that a report of the daily volumes can be provided to Sanford, along with a log of pump run times, recording charts, calibrations and adjustments, which shall be provided upon request. Sanford, at all reasonable times, shall have access to the meter for the purpose of verifying its readings. A meter registering not more than three (3%) percent above or below the test shall be deemed accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the three (3) months previous to such test in accordance with the percentage of inaccuracy found by such tests.
11. Meter Failure: If any meter fails to register for a period of fourteen (14) days or less, the amount of wastewater furnished during such a period shall be deemed to be the amount of wastewater delivered in the corresponding period immediately prior to the failure. If the wastewater meter fails to register for a period greater than 14 calendar days, the amount of wastewater furnished after the initial 14-day period shall be billed an amount for a volume equal to the rated capacity of the wastewater pump(s), multiplied by the total time pumped. If the replacement of the meter is deemed necessary by the Engineer of the City of Sanford, the replacement shall be arranged by Goldston and cost of replacement paid by Goldston.
12. Failure of Delivery: Sanford will, at all times, to the best of its ability, operate and maintain its system in an efficient manner and will furnish Goldston with the maximum capabilities as stated herein. Temporary or partial failures to receive wastewater shall be remedied with all possible dispatch but shall not constitute a breach.
13. Force Majeure: It shall not be considered a breach of this contract and Sanford shall not be responsible for an inability to perform or any delays, damages, costs, expenses, liabilities or other consequences that may arise as a result of force majeure. A "force majeure" is defined as any event arising from causes beyond the reasonable control of Sanford, including but not limited to fire, flood, acts of God, terrorism, war, natural disaster, tornado, hurricane, civil strikes or labor disputes, riots, system failure, broken pipes, or other actions causing an inability to serve beyond the reasonable control of Sanford.
14. Regulatory Agencies: This Contract shall be subject to all valid rules, regulations and laws applicable hereto passed or promulgated by the United State of America and the State of North Carolina. The parties agree that this

Contract is subject to such rules, regulations, or laws as may be applicable to similar agreement in this State, and Sanford and Goldston will collaborate in obtaining such permits, certifications, or the like, as may be required to comply therewith.

15. Compliance: Goldston shall comply with any terms or conditions of Sanford related to the wastewater. Goldston agrees to act to assure compliance by all of its customers with Sanford's Sewer Use Ordinance. Goldston agrees that if the effluent from Goldston's system exceeds the parameters, the penalties under Sanford's Sewer Use Ordinance apply and shall be paid by Goldston or passed on to its customers, up to and including termination of service.
16. Right of Access: Sanford shall have the right to collect and analyze wastewater samples from within Goldston's collection system to determine compliance with Sanford's Sewer Use Ordinance and to determine sources of non-compliance.
17. Successors: In the event of any occurrence rendering Goldston or Sanford incapable of performing under this Contract, any successor of Goldston or Sanford, whether a result of legal process, assignment, or otherwise, shall succeed to the rights of Goldston and Sanford hereunder, respectively.
18. Indemnity and Limits of Liability: In the event wastewater that does not conform to the Sanford Sewer Use Ordinance and which causes upset at the Wastewater Treatment Plant or causes Sanford to exceed its discharge permit parameters, attributed to Goldston and/or its customers, Goldston shall indemnify Sanford and pay any penalty, costs or expenses that Sanford incurs. Sanford shall not be liable for any failure of the wastewater collection system of Goldston. Sanford shall not be liable for any failure of the wastewater treatment system that is attributable to discharges from Goldston's wastewater collection system.
19. Obligation to Goldston: Payments due by Goldston hereunder shall be made monthly.
20. Goldston to Fix Adequate Rates: Goldston shall fix and collect such rates and charges for sanitary sewer services and will make possible the prompt payment of all expenses of operating and maintaining its sanitary sewer collection system. Failure to do so shall constitute a breach of this Contract.
21. Termination: Following the initial term, either party can terminate this agreement with thirty (30) days written notice, prior to the end of each term, to the parties listed below.
22. Amendment: The provisions of this agreement may be amended at any time upon mutual written agreement of the parties.

23. Severability: If any of the provisions of this contract are held invalid, illegal, void or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

24. Notices: All notices required pursuant to this Contract shall be given in writing, to the following :

Town of Goldston
Mayor

P. O. 415
Goldston, N.C. 27252

City of Sanford
Mayor
Manager
Public Works Director
P.O. Box 3729
Sanford, N.C. 27331

25. Municipal Approvals: Each municipality shall cause this agreement to be approved by its governing board.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be duly executed in duplicate counterparts, each of which shall constitute an original.

CITY OF SANFORD

TOWN OF GOLDSTON

Mayor

Mayor

ATTEST:

ATTEST:

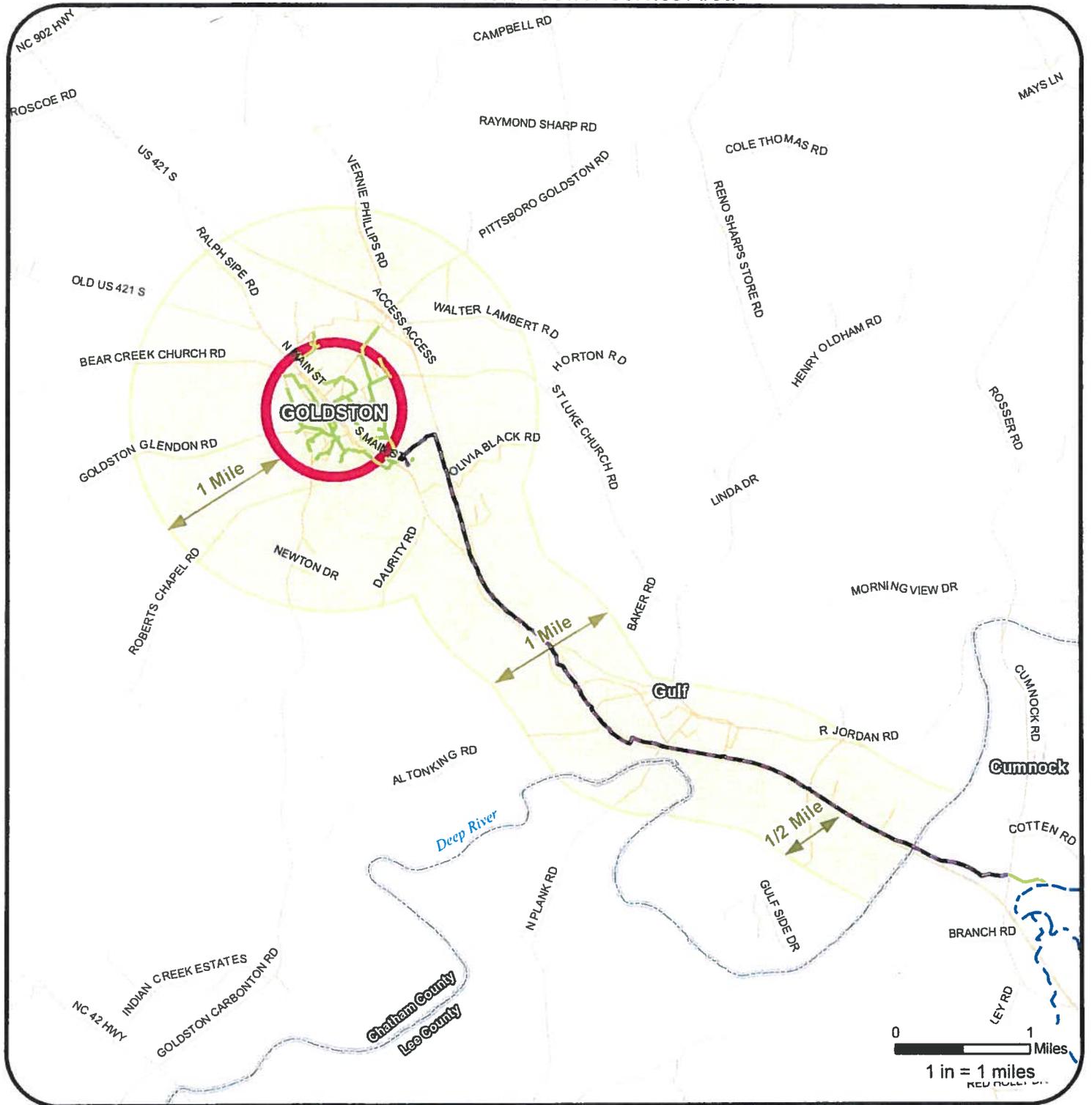
Clerk

Clerk

Exhibit A: Town of Goldston & City of Sanford Wastewater Treatment Contract



Town of Goldston Sewer Service Area



Legend

- Service Area
- Proposed Gravity Sewer
- Town Limits
- Proposed Forcemain
- City of Sanford Sewer System

WITHERS & RAVENEL

ENGINEERS | PLANNERS | SURVEYORS

111 MacKenan Drive, Cary, North Carolina

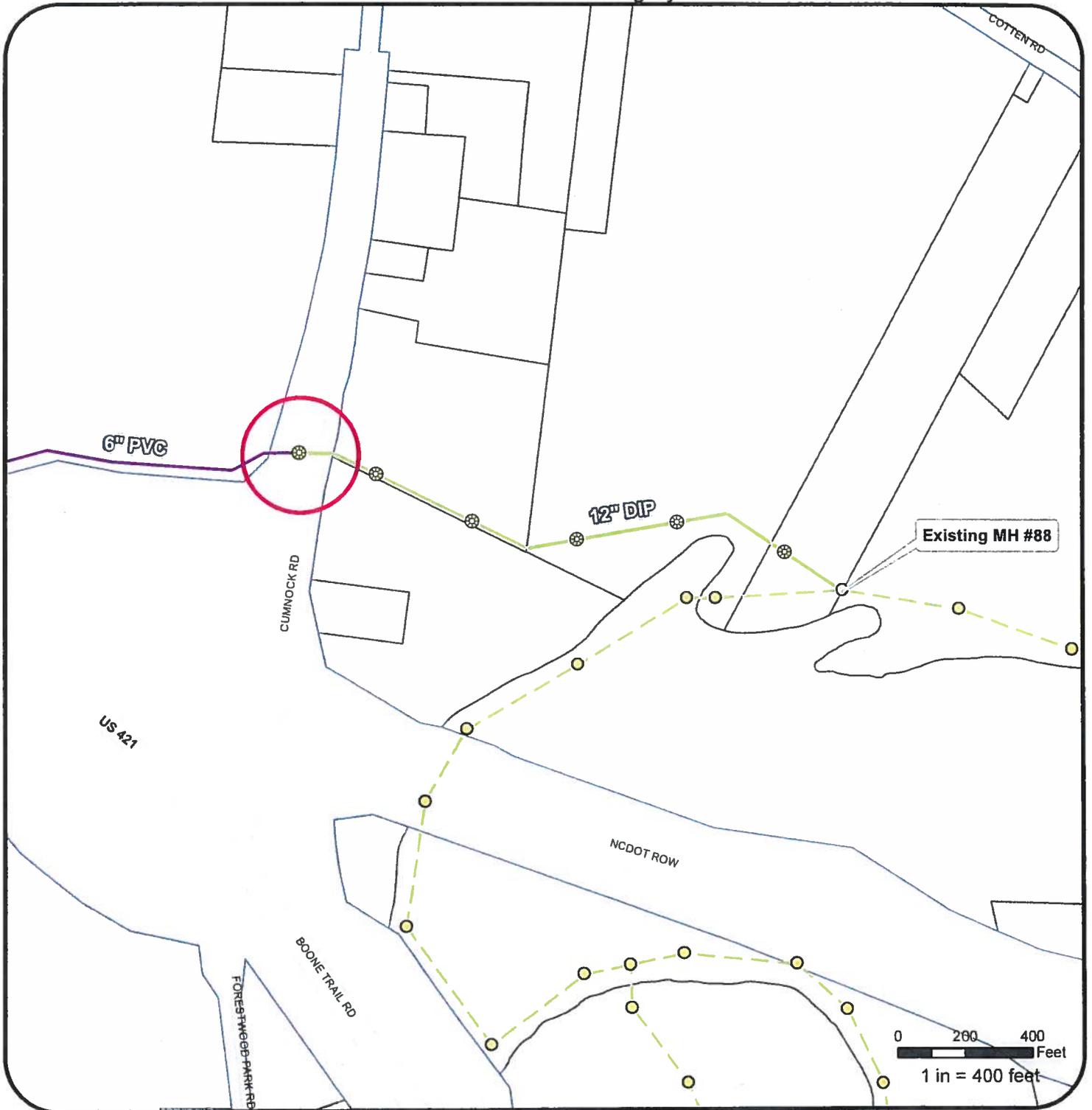
Tel.: 919.469.3340

www.withersravenel.com

Exhibit B: Town of Goldston & City of Sanford Wastewater Treatment Contract



Connection Point to Existing System



Legend

- Proposed Town of Goldston Forcemain
- Proposed City of Sanford Gravity Sewer
- - - Existing City of Sanford Sewer

WITHERS & RAVENEL

ENGINEERS | PLANNERS | SURVEYORS

111 MacKenan Drive, Cary, North Carolina

Tel.: 919.469.3340

www.withersravenel.com

Exhibit C



CITY SEWER RATES

SEWER

\$2.25 per 1,000 gallons

MINIMUM MONTHLY CHARGE

\$1,012.50

(Usage up to 450,000 GALLONS/month)



City of Sanford
Human Resources Department

TO: 2011 Wellness Committee

1. Alex Collazo	Fire
2. Nathan Cotten	Water Plant
3. Greg Deck	Police
4. Ricky Graham	Street
5. Mae Lofton	Wastewater Treatment Plant
6. Mike McIver	Solid Waste
7. Betty Seawell	HR, Wellness Chairperson
8. Althea Thompson	Community Development
9. David Von Canon	Golf

cc: All Department Heads
FROM: Betty P Seawell, Human Resources Analyst
DATE: December 7, 2011
SUBJECT: *2011 Wellness Committee – Yearly Update*

Thanks for being an active member of the City of Sanford's 2011 Wellness Committee. 2011 has been a very fun and successful year for the City of Sanford Wellness Committee. Our main focus in 2011 was to increase participation with our focus topic being "Healthy Lifestyle Choices". We increased our participation in activities from 90 employees in 2010 to 131 in 2011. We also increased our participation in our lunch-n-learns from 29 employees in 2010 to 101 in 2011. We had 108 different employees to participate in activities and lunch-n-learns during 2011 (excludes employees that participated in the Health & Wellness Screenings and in the Flu Vaccinations). This is approximately 1/3 of our employees.

The 2011 Wellness Committee met 6 times during the year to plan and coordinate initiatives to help COS employees have a healthier lifestyle. The attached charts provide a snapshot of the committee's efforts during 2011. Together, we coordinated the following:

- ❖ 8 Lunch-n-Learns – Heart Disease, Landscaping, Asthma, Managing Stress, Dehydration, Nutrition, Basic Auto Care, Wills & Estate Planning
- ❖ 20+ articles for the City's *Sanford Census Employees Newsletter* and monthly articles published to all employees & supervisors.
- ❖ 12 Wellness Activities – 4 City vs. County Challenges (Basketball, Softball, Kickball and Golf), 2 "biking, running, walking & gym exercise" challenges (Biltmore Roadtrip & Spook-er-cise), 2 weight loss programs (Biggest Loser & on-site Nutritionist), Men's Basketball League Team, Men's Softball League Team, Flu Shots, Health & Wellness Fair

I will be contacting Department Heads soon to identify our 2012 Wellness Committee. I hope that you will volunteer to represent your department in 2012 and continue to encourage your co-workers to participate and support our wellness initiatives. Please let your supervisor know if you are interested in being a 2012 committee member.

Again, thanks for your dedication and support to the City of Sanford's 2011 Wellness Committee.

Recap of 2011 Wellness Program

2011 was a very fun and successful year for the city of Sanford Wellness Committee.

- 108 different employees participated in the activities and lunch-n-learns
- 117 employees participated in the Health & Wellness Screenings
- 95 employees received an Annual Wellness Physical
- 129 employees received the Flu Vaccination

8 Lunch-n-Learns

- ✓ Biggest Loser (4 meetings)
- ✓ Dehydration: What a Pain
- ✓ Stress Management
- ✓ Lawn Care
- ✓ Heart Disease
- ✓ Asthma
- ✓ Nutrition: You are what you Eat
- ✓ Cash Management

14 Wellness Activities

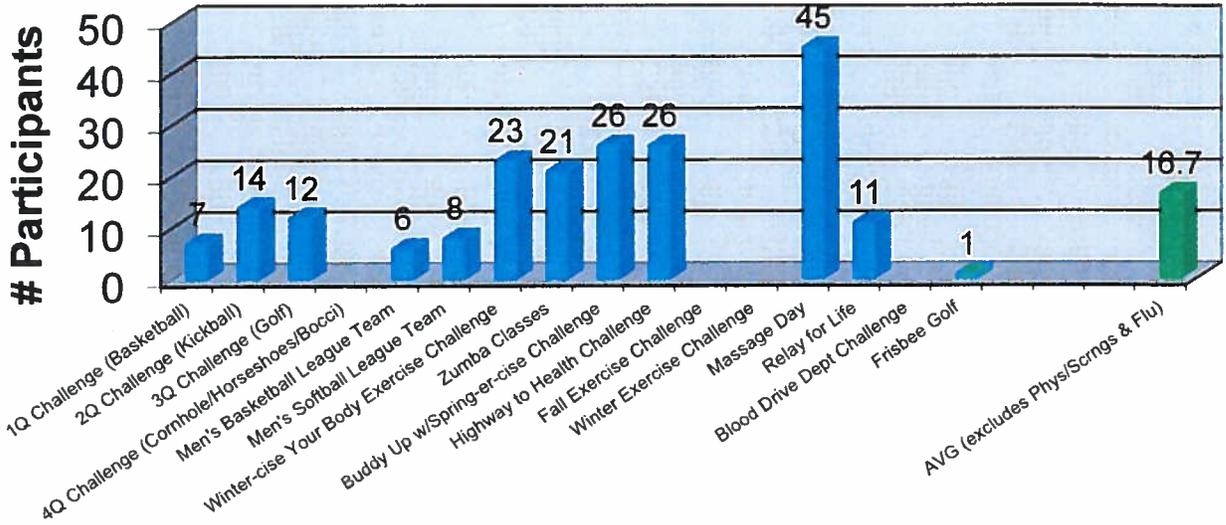
- ✓ Men's Softball Team
- ✓ 5 City vs. County Challenges (Basketball, Golf, Kickball, Softball, Volleyball)
- ✓ Men's Basketball Team
- ✓ Biggest Loser Club
- ✓ Health & Wellness Screenings
- ✓ Nutrition Program
- ✓ Biltmore Road Trip
- ✓ HeartWalk
- ✓ Spook-er-cise Challenge
- ✓ Flu Shots

2012 Wellness Lunch-n-Learns

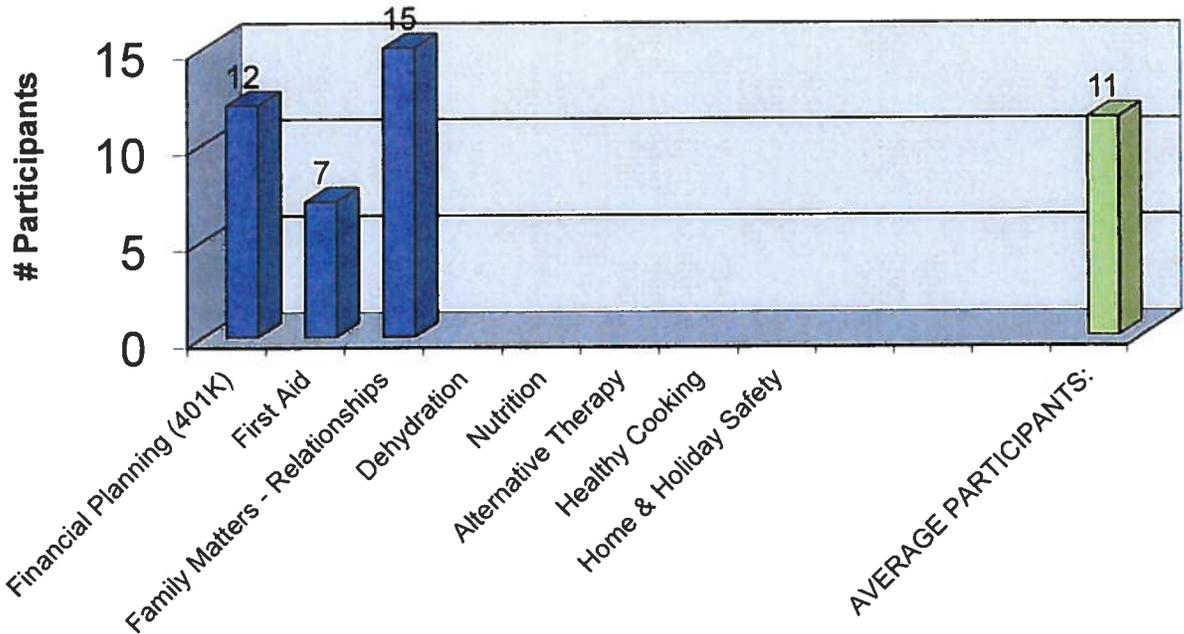
2012 Wellness Activities

Jan 1 - Feb 29	--	"Winter-cise Your Body" Challenge	January 3	--	Setting Wellness Goals
Jan 1 - Mar 15	--	Men's Basketball League Team	March 8	--	Prudential 401K & 457 Plans
Feb 21 - Apr 30	--	Zumba Classes	April 24	--	First Aid
March 26 - 29	--	1Q City vs. Co. "March Madness Basketball"	May 22	--	Relationships - Family Matters
Apr 24 - May 31	--	Men's Softball League Team	June 5 & 21	--	Massage Days
Apr 1 - May 31	--	"Buddy Up w/Spring-er-cise" Challenge	July 18 - 21	--	Dehydration -- Watermelon Days
May 17	--	Health & Wellness Fair	August 8	--	Nutrition
May 11 - 12	--	Relay for Life	September	--	Alternative Herbal Therapy
June 5	--	2Q City vs. County Challenge "Kickball"	October	--	Healthy Cooking
June 5 & 21	--	Massage Days	November	--	Home & Holiday Safety
Aug 1 - Sept 30	--	"Highway to Health" Challenge	December	--	Organizing/Managing Holidays
August 21	--	3Q City vs. County Challenge "Golf"	January 2013	--	Vacation Planning
Sept ?	--	Dept Bowling Challenge			
October ?	--	4Q City vs Co. "Cornhole, Horseshoes & Bocci"			
October ?	--	Flu Shots			
Nov 1 - Dec 31	--	Fall Exercise Challenge			
December ?	--	Blood Drive Department Challenge			

2012 Physical Activities Participation



2012 Lunch-n-Learn Participation



**National Night Out
Sanford, NC
Tuesday, August 7, 2012**

No.	Coordinator	Activity/Location	Ward
1	Jean Moore	4:30 p.m. – 6:30 p.m. 1345 Brookhollow Drive Police Mobile Unit, Fire Truck Police Officer to Finger Print Children & Speak	2
2	Janice Ledbetter	5:00 p.m. – 7:00 p.m., Matthews Court on Temple Ave Mayor and Police Officer to Speak	3
3	Joan A. Miller	5:00 P.M., Forest Ridge Apartments Clown, Face Painting and Fire Truck, Police Officer	3
4	Jo Ann Thaxton	5:00 p.m. – 7:30 p.m. St. Thomas Episcopal Church, 312 N. Steele Side lawn and parking lot Police Officer to Answer Questions	5
5	Betty Brown Gladys Ray	5:00 p.m. – 8:00 p.m., Stewart Manor, 500 Dudley St. Singing, Speaker, Games Police Officer to Speak	4
6	Ethel M. King Christine Baker	5:30 p.m. – 7:30 p.m., 1021 Clark Circle Fire Truck, Police Mobile Unit, Water Slide, Hot Dogs, Sno Cones Police Officer to Speak	4
7	Melissa Martin	5:30 p.m. – 7:30 p.m., Eames Drive Apartments, Fire Truck, Police Mobile Unit, Hamburgers, Hot Dogs, Drawings, Games	3
8	Leon Fogle, Sr.	5:30 p.m. – 7:30 p.m. Faith Hope Deliverance Christian Center Face Painting, Games, Food, Prizes, Police Mobile Unit	3

9	Bailey Kohl	5:30 p.m. – 8:00 p.m., Historic District of Rosemont-McIver Park, Chisholm Street between N.Gulf and Vance Streets Theme “Building a Strong Neighborhood” Kids to do some “Build & Grow” Projects from Lowes Fire truck, Police Mobile Unit, Cookie Contest	4
10	Ricky Tysor	5:30 p.m. – 8:30 p.m., Pineland and Martin Street Walter H. McNeil Neighborhood Park Police Officer to Speak Games, Food, Prizes	4
11	Pastor Bill Hayes	6:00 p.m. – 7:00 p.m., Edgewood Presbyterian Church, 316 W. McIntosh St., Ice Cream Social Fire Truck, Police Mobile Unit, Police Officer	4
12	Joan Quick Carol Deese	6:00 p.m. 8:00 p.m.– Parade; 2240 Chalmers Drive Pizza, Chicken Wings Officer to lead parade and speak	5
13	Barbara Heck	6:00 p.m. – 8:00 p.m., Fire truck, 110 Twelfth Street Fire Truck, Police Mobile Unit, Refreshments, Police Officer to Finger Print Children	3
14	Victor Boykin Brenda Johnson Billie McNeil	6:00 p.m. – 8:00 p.m., 810 W. McIntosh Street Police Mobile Unit Police Officer	4
15	Felisa White	6:00 p.m. – 8:00 p.m. Sandhills Manor Apartments – Harkey Road Fire Truck, Police Officer to Speak	5
16	Rev. Robert Thomas (Call so he can meet you at church)	6:00 p.m. – 8:00 p.m., First Congregational Christian Church Hot dogs, Games for kids, Police Officer, Police Mobile Unit	3
17	Marianne Graham Rebecca Hyland	6:30 p.m. –8:00 p.m, Dead End of Queens Road, Food, Police Officer	2

18	Cephonica Mclean Dana Petty (Boys and Girls Club)	6:00 p.m. – 8:00 p.m., 1414 Bragg Street Cookout, Face Painting, Basketball	3
19	Cora McIver Erline Harris	7:00 p.m. – 8:30 p.m., National Night Out Park 1408 Hooker Street Food, Games in the Park Day	4
20	Felisa White	6:00 p.m. – 8:00 p.m., Fire Tower Apartments 119 Lightwood Lane, Cookout Fire Truck, Police Mobile Unit	4
21	DeShanta Prince	6:00 p.m. – 8 p.m., 204 Glendale Circle Fire truck, Police Officer to Speak, Games, Cookout	5
22	Betty Lindsey	6:00 p.m. – 8 p.m., 1417 Hudson Ave. Cookout, Games, Police Officer	4
23	Michelle Douglas Betty Byrd	6:00 p.m. – 8:30 p.m., 416 Crestview Street Face Painting, Dancing, Music, Fire Truck, Food	4
24	Bob Bridwell	6:00 p.m. – 9 p.m., Muirfield Neighborhood Muirfield Yacht Club on Westgate Drive (aka the pond) Food, Drinks, Music, Fellowship, Fire Truck, and Police Officer to Speak on Neighborhood Watch	1
25	Jackie Marshburn Adrienne O'Neill	6:30 p.m. – 8:00 p.m., McCracken Heights on Hawkins Avenue, Food, Police officer to speak	2
26	Reinette Seaman	6:30 p.m. – 9:00 p.m., 600 Valley Road, Potluck Supper, Conversation with City Officials, Swimming Pool for children	2
27	Gracie Williams Gloria Williams	6:30 p.m. – 8:30 p.m., Carr Creek Park Gospel Music, Games, Refreshments, Police Mobile Unit, Fire Truck Basketball, Face Painting, Jump Rope Contest	3

28	Amy Ellis	6:30 p.m. – 8:30 p.m., Summerfield Apts.; 2518 Indian Wells Court- Fire Truck, Police Officer to Speak; Police Mobile Unit Finger Printing for Kids, Singing, Officer DeAngelo to Speak	5
29	Sam Gaskins	6:30 p.m. – 9:00 p.m., 1514 Briarcliff Drive Fire Truck, Police Officer to Speak, Pot Luck Dinner and Fellowship	1
30	Hayden Lutterloh	7:00 p.m. – 8:00 p.m., Spring Lane Assembly of God Ice Cream Social, Games for Children, Fire Truck, Police Mobile Unit Police Officer Philip Mauldin to Speak	1
31	Martha Underwood	7:00 p.m. – 8:00 p.m., West Landing Pool Parking Lot, Westcott Circle, Fire Dept. to Give a Lesson and Demo On Water Safety Fire truck, Swimming, Food	1
32	Tammy Swann	7:00 p.m. – 8:30 p.m., Truelove Street, Fire truck, Police Officer to Speak on Neighborhood Safety	3
33	J Fred Alexandr	7:00 p.m. – 9:00 p.m. - Fairway Woods Subdivision Fire Truck, Police Mobile Unit, Police Officer to Speak Games and Refreshments	2
34	Rachel McNeill	5:30 p.m. – 7:30 p.m., Common ground area on Ferridge Drive at the pool, refreshments Police Mobile Unit, Fire Truck	5

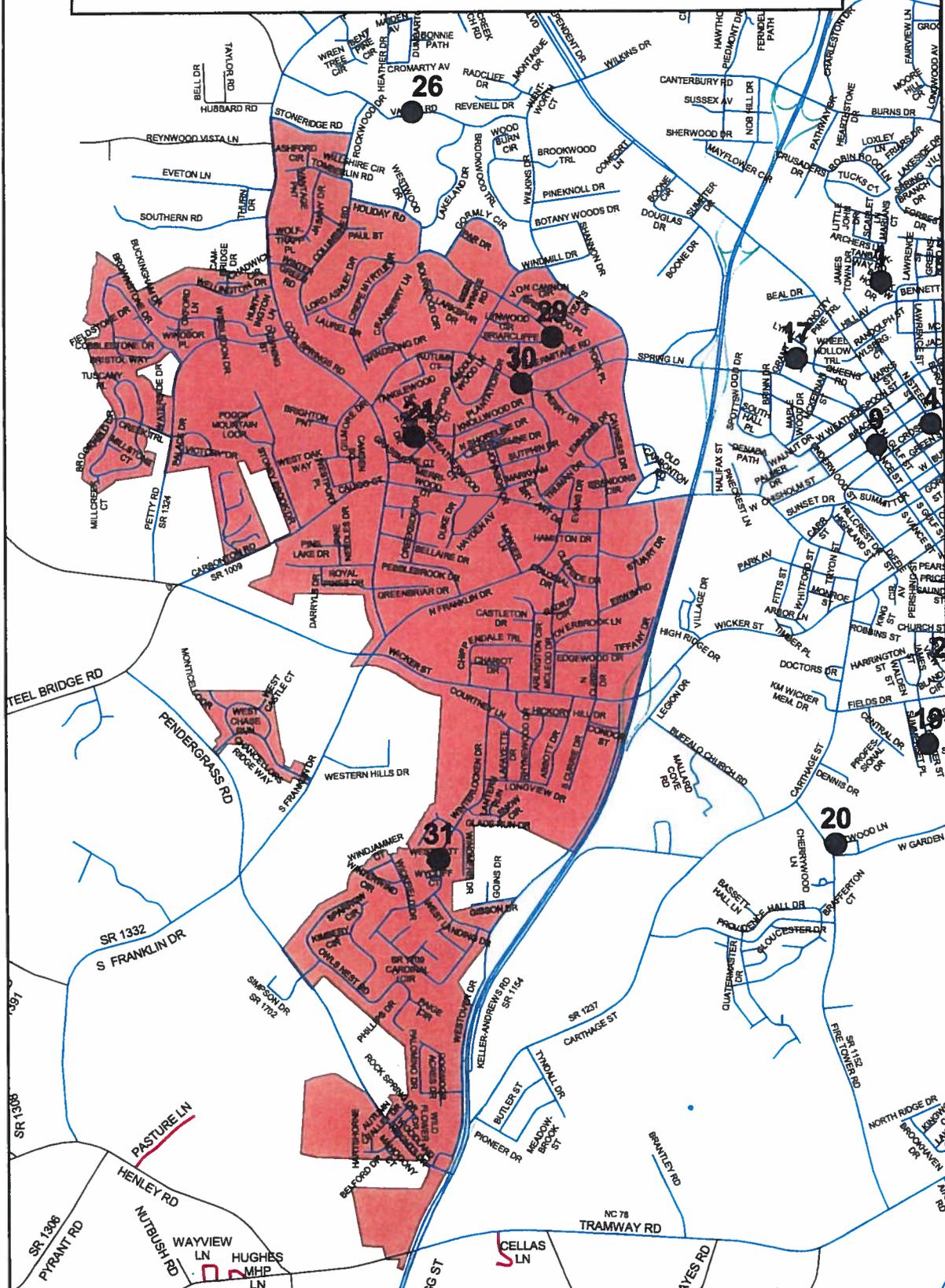
Overall Coordinators

Council Member Walter H. McNeil, Jr.
City Clerk Bonnie D. White

Police Coordinators

Police Chief Ronnie V. Yarborough
Captain Jason Hendley
Sergeant Tony Hancox
Officer Tim Herring
Officer Patrick Carroll
Officer Phillip Mauldin
Officer Marshall McNeill
Officer Greg Deck
Officer Doug Womack

National Night Out Event Locations Ward 1 - 2012

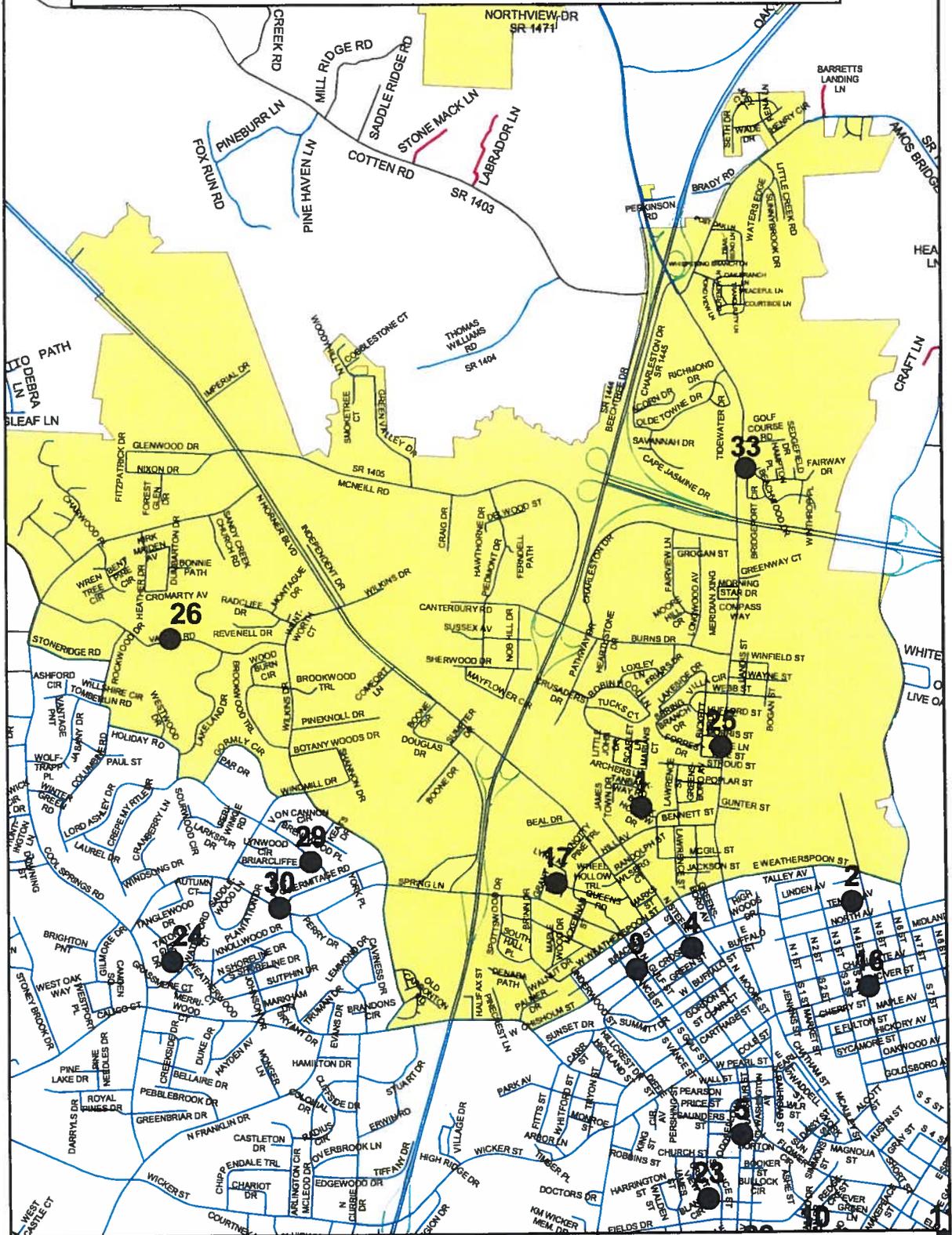


- 24 Muirfield Yacht Club - Westgate Drive
- 29 1514 Briarcliff Drive
- 30 Spring Lane Assembly of God
- 31 West Landing Pool Parking Lot

● LOCATIONS
 WARD 1



National Night Out Event Locations Ward 2 - 2012

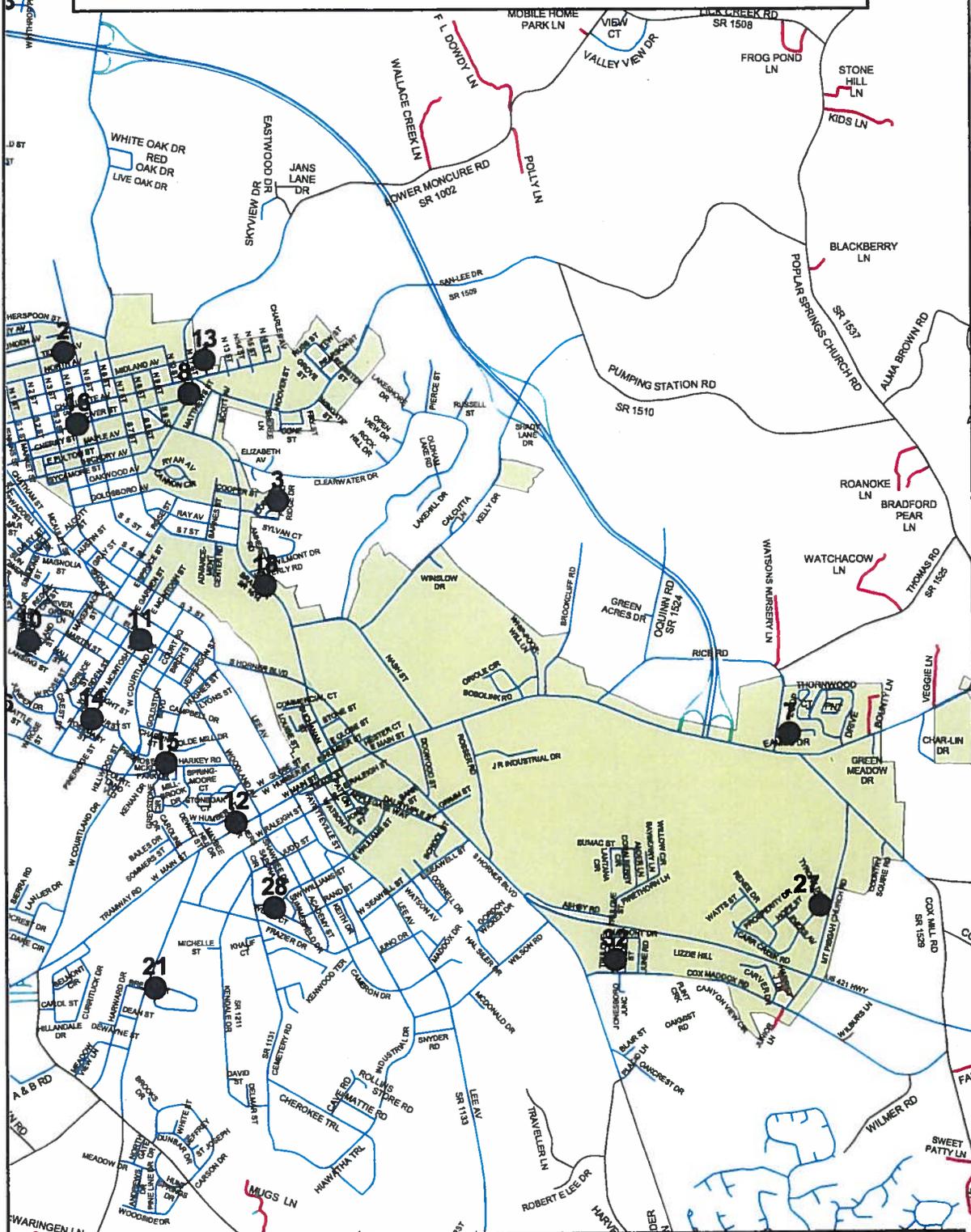


- 1 1345 Brookhollow Drive
- 17 Dead end of Queens Road
- 25 McCracken Heights
- 26 600 Valley Road
- 33 Fairway Woods Subdivision

● LOCATIONS
 WARD 2



National Night Out Event Locations Ward 3 - 2012



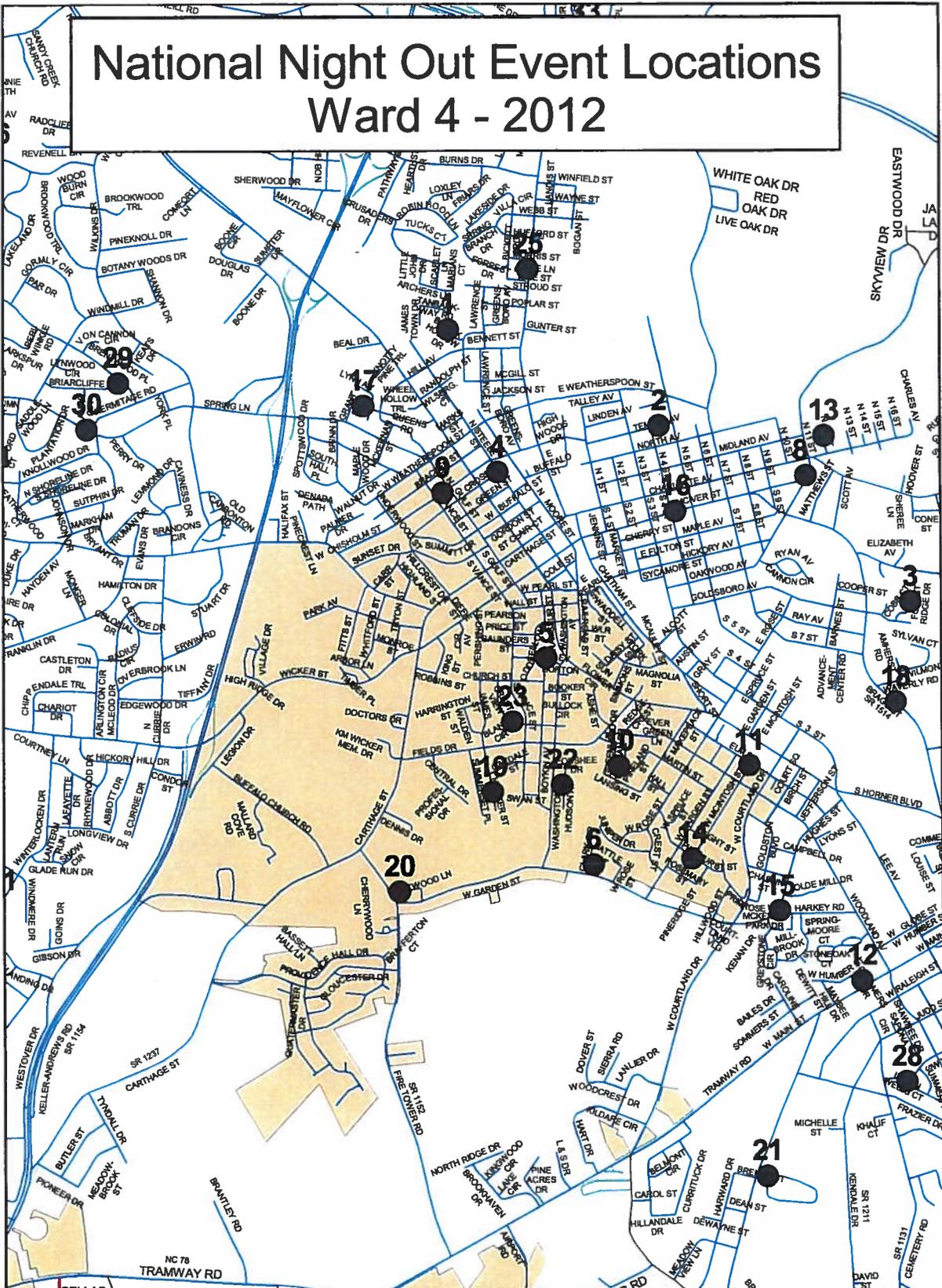
- 2 Mathews Court on Temple Ave
- 3 Forest Ridge Apartments
- 7 Eames Drive Apartments
- 8 Faith Hope Deliverance Christian Center
- 13 110 Twelfth Street
- 16 First Congregational Christian Church
- 18 1414 Bragg Street
- 27 Carr Creek Park
- 32 Truelove Street

● LOCATIONS
WARD 3

2000 0 2000 Feet



National Night Out Event Locations Ward 4 - 2012

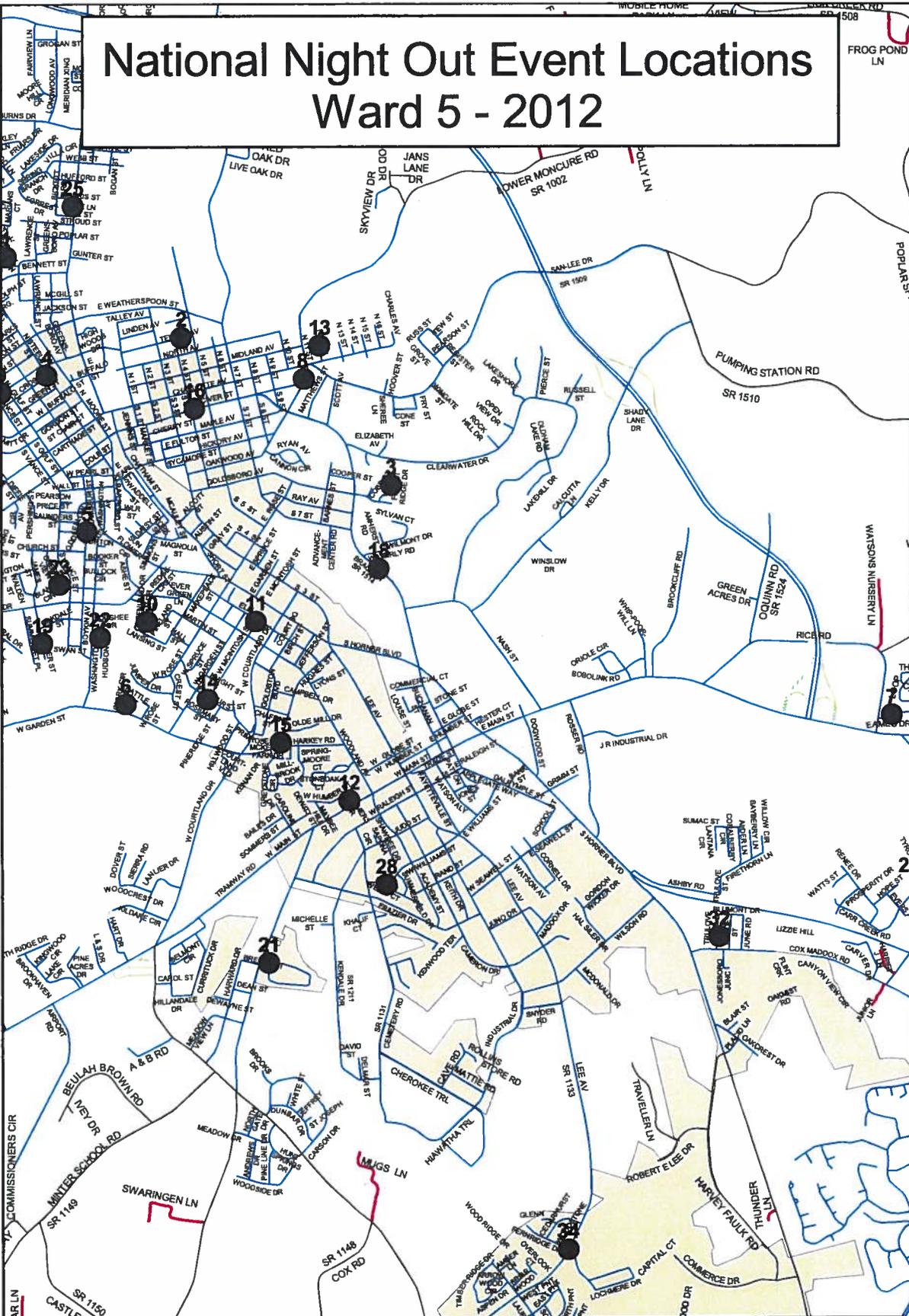


- 5 Stewart Manor - 500 Dudley Street
- 6 1021 Clark Circle
- 9 Historic District/Rosemont McIver Park
- 10 Walter H. McNeil Neighborhood Park
- 11 316 W. McIntosh Street
- 14 810 W. McIntosh Street
- 19 1408 Hooker Street
- 20 119 Lightwood Lane
- 22 1417 Hudson Ave
- 23 416 Crestview Street

● LOCATIONS
 ■ WARD 4

2000 0 2000 Feet

National Night Out Event Locations Ward 5 - 2012



- 4 312 N. Steele Street
- 12 2240 Chalmers Drive
- 15 Sandhills Manor Apartments - Harkey Road
- 21 204 Glendale Circle
- 28 2518 Indian Wells Court
- 34 4008 Lee Avenue

● LOCATIONS
WARD 5

2000 0 2000 Feet