

**SPECIAL CITY COUNCIL AGENDA
SANFORD, NORTH CAROLINA
Sanford Municipal Center
225 East Weatherspoon Street, Sanford, NC
6:00 P.M., July 12, 2022**



1. MEETING CALLED TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

Approval of City Council Meeting Minutes dated June 21, 2022 – (Pages 3-21)

5. REGULAR AGENDA

A. Consider Grant Project Ordinance Amendment – Community Development Block Grant Program – 2017 CDBG Neighborhood Revitalization Project – (Page 22-24)

B. Consider Amendment No. 4 to the Subrecipient Agreement Between the Sanford Housing Authority and the City of Sanford Dated July 12, 2022 for the Linden Avenue Neighborhood Improvements Project – (Page 25)

C. Consider Amendment #1 to Agreement for Professional Administration Services FY 2018 CDBG Neighborhood Revitalization (CDBG-NR) Linden Avenue Rehabilitation Project TWC# 2820-Y – (Pages 26-27)

D. Consider Approval to Proceed with Phase B of the Triangle Innovation Point Water and Sewer Improvements Design – (Page 28)

- Consider Capital Project Ordinance Amendment – Triangle Innovation Point (TIP) Water and Sewer Improvements – Project No. U2201 – (Page 29)

E. Consider Emergency Management Disaster Relief Grant Memorandum of Understanding – (Page 30-62)

- Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2022-2023 – (Pages 63-64)

- Consider Grant Project Ordinance Little Buffalo Creek Stream Restoration – (Page 65)
- F. Consider Conflict of Interest Policy for Emergency Management Disaster Relief and Mitigation Grant – (Pages 66-67)
- G. Consider Amendment #1 to the Water Treatment Plant 30 MGD Expansion Engineering Design and Bidding Services Agreement – (Pages 68-78)
- 6. ADJOURNMENT**

CITY COUNCIL WORKSHOP AGENDA

Sanford Municipal Building

225 East Weatherspoon Street, Sanford, NC

July 12, 2022

Workshop will be held in the West End Conference Room

Immediately following the

Special-Called City Council Meeting Scheduled

at 6:00 P.M. in the Council Chambers

1. Closed Session
2. Consider Discussion Regarding Construction Manager at Risk for Triangle Innovation Point Water and Sewer Improvements
3. Consider Sanford Tourism Authority Toast
4. Consider Discussion Regarding Patterson Creek Sewer Basin
5. Consider Developer's Agreement – Lemon Springs
6. Consider Update on Citizens and Developer Input Regarding System Development Fees
7. Consider Discussion Regarding Health Insurance

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

The City Council met at the Sanford Municipal Center, 225 E. Weatherspoon Street, on Tuesday, June 21, 2022, at 6:00 p.m., in the Council Chambers. The following people were present:

Mayor T. Chet Mann	Council Member Sam Gaskins
Council Member Jimmy Haire	Council Member Charles Taylor
Council Member Rebecca Wyhof Salmon	Council Member Norman “Chas” Post, III
Council Member James Williams	City Manager Hal Hegwer
City Attorney Susan Patterson	Deputy City Clerk Vicki Cannady

Absent:

Mayor Pro Tem Byron Buckels
City Clerk Bonnie Davis

CALL TO ORDER

Mayor Mann called the meeting to order. Council Member Taylor led the invocation and the Pledge of Allegiance was recited.

APPROVAL OF AGENDA

Mayor Mann requested that Item 7G, Public Hearing on Carr Creek Sewer Extension, and Item 10-B, Fire Department Agreement be removed from the agenda. Council Member Taylor made a motion to approve the agenda as amended. Seconded by Council Member Salmon, the motion carried unanimously.

CONSENT AGENDA

Resolution in Support of the Temporary Closure of Multiple Streets for the Purpose of the Carolina Animal Rescue and Adoption 14th Annual Run for their Lives on Saturday, August 27, 2022 (Exhibit A)

Agreement with NC Department of Transportation – Mowing Agreement (Exhibit B)

Agreement with NC Department of Public Safety – Offender Labor Contract (Exhibit C)

Agreement with NC Department of Transportation – Black Powder Coated Poles, Broadway Road Rewidening Project (Exhibit D)

Memorandum of Agreement – Project Safe Neighborhoods (Exhibit E)

Resolution Authorizing the City of Sanford to Modify Interlocal Agreement for Shared Use of the Buggy Factory and to Enter into Lease Agreement with Lee County for Co-Location of Departments at the Buggy Factory (Exhibit F)

Modification to Interlocal Agreement for Shared Use of the Buggy Factory (Exhibit G)

Commercial Lease Agreement for Buggy Factory (Exhibit H)

Council Member Salmon made a motion to approve the consent agenda. The motion was seconded by Council Member Gaskins.

City Attorney Susan Patterson pointed out to Council that the map handouts at their places are associated with Item 5-H, Lease for the Buggy Factory that were not included within the agenda packet. In addition, there are two typographical errors in the document that will need to be changed; the County Manager and City Manager's email addresses were transposed and there is a word typo.

Mayor Mann called for a vote. The motion carried unanimously.

SPECIAL AGENDA

Recognition of Young Commissioners

Mayor Mann recognized the 2022 Class of Young Commissioners. The Young Commissioners are a 4-H group, comprised of high school youth. Mayor Mann recognized the Director Cindy Howenstein and each young commissioner. He thanked Dr. Bill Stone, and the other volunteers for making this program successful.

Presentation of Exceptional Service Awards for Participation in Sanford Block Party (Exhibit I)

Mayor Mann stated that after a hiatus because of COVID, the Sanford Block Party resumed this year in East Sanford with a focus on East Sanford with boundaries from North First Street to North Third Street and North Avenue to Midland Avenue. The Sanford Block Party leader groups were East Sanford Baptist Church (Pastor Robbie Gibson) and Jonesboro United Methodist Church (Reverend Andy Woodhouse). Many local businesses and sponsors, adult and youth volunteer groups and City of Sanford staff, participated. Mayor Mann awarded adult volunteer Les Oldham, representative for Habitat for Humanity, with a certificate for outstanding service. Mayor Mann awarded a certificate to two youth volunteers, Haley Sossoman and Allison Bennett for their outstanding service. Mayor Mann thanked all three volunteers for their outstanding service on the 2022 Sanford Block Party. He thanked Community Development Manager Karen Kennedy for coordinating this event.

Presentation of Proclamation to Kirk Bradley (Exhibit J)

Mayor Mann recognized Kirk Bradley by reading a proclamation in his honor and presented him an honorary key to the City of Sanford. Mayor Mann commented that Mr. Bradley is a man of strong integrity and has offered valuable assistance through difficult times, and has been instrumental in leading the private sector to help the public sector; he has been instrumental in the amazing turnaround in the City of Sanford. Every great leader would be fortunate to have a cast as strong as Mr. Bradley.

CASES FOR PUBLIC HEARING

Public Hearing on Petition for Annexation by LAMCO Custom Builders, LLC (Exhibit K)

Mayor Mann opened the public hearing.

Planner David Montgomery explained that the City of Sanford received an annexation petition and an annexation boundary survey map for parcels consisting of 7.20 +/- acres owned by LAMCO Custom Builders, LLC (further identified as Tax Property Identification Numbers: 9631-78-3276-00, 9631-78-4126-00, 9631-78-4086-00, 9631-77-5895-00, 9631-77-7604-00, 9631-77-7545-00, 9631-77-7497-00, 9631-77-8338-00, 9631-77-8298-00, and 9631-87-0005-00). The property is being requested for annexation for the purposes of tying into the City's public sewer. Should the annexation be approved, the proposed use of the land is for residential development.

On June 7, 2022, the Council adopted a resolution setting the date for a public hearing on the question of annexation for June 21, 2022, at 6 p.m. at the Sanford City Council Chambers. Public notice of the public hearing was given by publication in the *Sanford Herald* on Friday, June 10, 2022.

The proposed annexation would be contiguous by nature to its proximity to the Brantley Place Subdivision just to the southeast, which was recently approved. The proposed area for annexation for the proposed use as residential development appears to be in general conformance with the uses allowed within the Suburban Neighborhood Place Type of the Future Land Use Plan. The annexation area lies in the Tramway Rural Fire Protection District. If annexed, City services will be extended to the new area, in the same manner and on substantially the same basis that they are provided to the rest of the city. The proposed annexation site has access to Carthage Street and Tyndall Drive. Any street connection will need to be reviewed and approved by NCDOT and/or the City of Sanford Public Works Department to verify compliance with all applicable regulations. The City of Sanford Fire Station #2 located at 2220 Woodland Avenue will provide service to this area, with an estimated response time of 7 minutes, and Central Fire Station at 512 Hawkins Avenue with an estimated response time of 8 minutes. The assessed value of the proposed annexation area is \$77,200. If the subject property is annexed, the City has up to 60 days to assign a city designated zoning district. A public hearing on the question of zoning is set for tonight provided the annexation is approved. The proposed rezoning for the requested annexation portion will be from the County's Residential-Mixed (R-12) Zoning District to the City's Residential-Mixed (R-10) Zoning District.

With no citizens requesting to speak, Mayor Mann closed the public hearing.

- Adoption of Ordinance to Extend Corporate Limits of the City of Sanford, North Carolina (Exhibit L)

Council Member Gaskins made a motion to adopt the Ordinance to Extend the Corporate Limits of the City of Sanford, North Carolina. Seconded by Council Member Taylor, the motion carried unanimously.

Public Hearing on Petition for Non-Contiguous Annexation by Stephens Enterprises, LLC (Exhibit M)
Mayor Mann opened the public hearing.

Planner David Montgomery explained that on March 3, 2022, the City of Sanford received from Stephens Enterprises, LLC a petition and an annexation boundary survey map for annexation of 611.90 +/- acres. The property is being requested for annexation for the purposes of tying into the City's public sewer for Industrial Development. On June 7, 2022, the Council adopted a resolution setting the date for the public hearing and notice of the public hearing was given by publication in the *Sanford Herald* on June 10, 2022. At the conclusion of the public hearing, the City Council can consider adoption of an ordinance annexing the property into the City. Compliance with NCGS 160A-58.1 regarding voluntary non-contiguous annexation meets the following requirements:

1. *The nearest point on the proposed satellite corporate limits must be not more than three miles from the primary corporate limits of the annexing city.* This subsection does not apply to the City of Sanford, as the City was granted an exemption from this requirement.
2. *No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city.* The subject property is closer to Sanford's primary corporate limits than any other city's primary corporate limits.
3. *The area must be so situated that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.* The City of Sanford will be able to provide the same services to the subject property that is provided within the corporate limits. See the section on Provision of City Services below.

4. *If the area proposed for annexation, or any portion thereof, is a subdivision as defined in G.S. 160A-376, all of the subdivision must be included.* The subject property is not part of an existing subdivision as defined by 160A-376.
5. *The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, may not exceed ten percent (10%) of the area within the primary corporate limits of the annexing city.* This subsection does not apply to the City of Sanford, as the City was granted an exemption from this 10% maximum.

The proposed area for annexation is identified in the Future Land Use Plan as a both Industrial Center and Countryside Place Types. The majority of the land requested for annexation is Industrial Center which represents some of the community's largest employers, providing economic opportunities for the local and regional population. The development pattern within this place type primarily consists of larger industrial establishments clustered together in industrial parks and informal districts that have evolved in the county in locations that are served by the heavy infrastructure (highway, rail, gas, water, and wastewater) that facilitates such enterprises. Industrial Centers may contain smaller inclusions of supporting development, including smaller scale commercial uses that support the employees and businesses in the district. Factories and other uses in Industrial Centers are likely to create impacts that are not suitable for location in close proximity to lower intensity uses. These impacts include, but are not limited to, noise, vibration, odors, dust, heat, glare or other nuisances associated with the large-scale processing of raw materials and heavy assembly. Given the scale of the impacts, these areas should be separated from lower intensity residential and commercial districts, preferably through the preservation of significant natural buffers along the periphery of these areas. Industrial Centers also generate large volumes of truck and train traffic which must be accommodated, making access to heavy transportation infrastructure critical for this place type. Given the nature of the uses in these areas and the types of processes that occur, public water and wastewater service is required. The Countryside Place Type is designed to preserve the county's agricultural heritage, conserve and maintain a rural lifestyle with limited residential density.

The annexation area lies in the Deep River Rural Fire Protection District. N.C.G.S. 160A-31.1 requires a city to pay annually a proportionate share of any payments due on any debt (including principal and interest) relating to facilities or equipment of the rural fire department, if the debt was existing at the time of submission of the petition for annexation to the city.

City services will be extended to the new area, if it is annexed, in the same manner and on substantially the same basis that they are provided to the rest of the city. The City's Fire Department would need to contract with the Deep River Rural Fire Department to provide service to the annexation area until Fire Station #5 is constructed. The contract would be similar to the one for the current Galvin's Ridge project with Northview Rural Fire Department. Payment would be based upon their County fire tax rate on the tax base in the annexed area. Pursuant to NCGS 160A-360(f), if the subject property is annexed, the City has up to 60 days to assign a city designated zoning district. A public hearing on the question of zoning is set for tonight, June 21, 2022 provided the annexation is approved. The proposed rezoning for the requested annexation portion will be from the County's Residential Agricultural (RA) Zoning District to the City's Light Industrial (LI) Zoning District.

Jason Bertontino, 2293 Toad Hollow Trail, Apex, North Carolina, engineer with WithersRavenell spoke in favor of the annexation, representing the property owner Max Stephens and Developer Trinity Capital. There is water and sewer infrastructure at the airport adjacent to the East, and this property owner and developer would be required to work with the Airport Authority to secure an easement to provide water and sewer to the property.

Cassandra Ferns, 967 Breezewood Road, Sanford, North Carolina, spoke in opposition, based on the grounds that she owns property adjacent to this site and she only received notification on Friday before this meeting and did not have sufficient time to research the implications of the impact this development will have and also, she also objects to the rezoning as well.

Audrey Ray, 950 Breezewood, Sanford, North Carolina, spoke in opposition. She is an adjacent property owner, and never received notice of this annexation because it went to the wrong address. She found out only Friday about the annexation proposal. She asked for additional time to determine the implication of what will happen to 616 plus acres that is located behind her property.

Kirk Smith, 3108 Avents Ferry Road, Sanford, North Carolina, speaking as neutral because citizens in this area are going to be concerned about who will come when 911 is called; the Sheriff's Department or Sanford Police Departments; Sanford Fire Department or Deep River. If they all respond, it will overwhelm limited resources. He is speaking as a concerned Lee County Commissioner for this district.

Council Member Salmon asked that the planning staff address process of notification of rezonings. Zoning Administrator Amy McNeill addressed Audrey Ray and commented that staff does not have any adjoining property owners listed for this case that have an address on Breezewood Road, Sanford North Carolina. Ms. Ray said that she cannot receive mail at her residence and that she has a Post Office Box, which is the reason she received notification.

Amy McNeill said the typical process is that the General Statutes requires staff to notify adjoining property owners at least ten days but not more than fifteen days prior to the public hearing on rezoning. These notices are typically mailed out to meet this deadline. We receive adjoining property owner information through the Lee County Tax Office GIS system. It is possible that the mail system is taking longer to deliver. In the future, staff will try to try to mail notifications earlier in order to allow the owners additional time to receive their mail.

Cassandra Ferns, 967 Breezewood Road, Sanford, North Carolina, added that the other three adjoining property owners all confirmed that their tax information was correct; however, the information has not been updated in the Lee County GIS System.

Council Member Gaskins asked the engineering firm what was the timeframe for this project? Jason Bertontino, 2293 Toadhollow Trail, Apex, North Carolina, commented that obviously there is additional preliminary engineering design work; this is the first phase. This project is intended to transpire over time; it will be phased with lots for any number of years. Council Member Gaskins asked Mr. Bertontino if delaying the decision on this request until, the first Council meeting in July 2022, would create a problem. Mr. Bertontino replied that given the scale of the project and the investment they want to be sure this project is done correctly, so they would not want anything, such as a mistake in the GIS System, to create issues with the annexation. They would agree with a decision to postpone until a time when the proper procedures have been executed.

Council Member Gaskins moved to table the public hearing for annexation for Non-Contiguous Annexation by Stephens Enterprises, LLC, until the first regularly scheduled City Council meeting in July 2022, and which would eliminate the public hearing on the rezoning request for this property. Council Member Taylor seconded the motion and it carried unanimously.

Council Member Taylor asked Mr. Bertontino if it would be possible for him to meet with the adjoining property owners prior to the next public hearing for this annexation? Mr. Bertontino said he

would distribute business cards and would be happy to discuss any questions the adjoining property owners have.

Mayor Mann said for the record, the next scheduled City Council Meeting in July will be July 19, 2022.

The public hearing was not closed on this annexation request; therefore, the public hearing will continue at the next meeting.

- Adoption of Ordinance to Extend Corporate Limits of the City of Sanford, North Carolina (Exhibit N)

Annexation requested tabled until the July 19, 2022, City Council Meeting.

Public Hearing on Application by Trinity Capital Advisors, LLC, to rezone 13 tracts of land comprising 616.72 acres total with frontage on Rod Sullivan Road (SR 1483) and Jefferson Davis Hwy / US Hwy 1 from Residential Agricultural (RA) to Light Industrial (LI). The subject property is owned by Stephens Enterprises, LLC and is identified as Lee County Tax Parcels 9667-72-1752-00, 9667-50-6965-00, 9666-78-7977-00, 9666-69-3230-00, 9666-58-4589-00, 9666-57-0619-00, 9666-47-9499-00, 9666-47-9279-00, 9666-47-9077-00, 9666-57-5048-00, 9666-65-7121-00, 9666-54-6675-00, and 9666-53-8950-00 as depicted on Tax Maps 9667.04, 9666.02, 9666.01, and 9666.03 (Pages 74-102) – (Exhibit O)

This public hearing was TABLED in connection with the Annexation request for this property.

Public Hearing on Application by LAMCO Custom Builders, LLC to rezone 10 tracts of land comprising 7.2 acres total with frontage on Tyndall Drive (SR 1236) from Residential-Mixed (R-12) to Residential-Mixed (R-10) The subject property is identified as Lee County Tax Parcels 9631-87-0005-00, 9631-77-8298-00, 9631-77-8336-00, 9631-77-7497-00, 9631-77-7545-00, 9631-77-7604-00, 9631-77-5895-00, 9631-78-4086-00, 9631-78-4126-00, and 9631-78-3276-00 as depicted on Tax Map 9631.04 (Exhibit P)

NOTE: The public hearing for this zoning map amendment/rezoning request was held only because Council voted to annex the subject property into the corporate City limits, for which the public hearing was also be held on June 21, 2022 (see Public Hearing above - LAMCO).

Mayor Mann opened the public hearing.

Zoning Administrator Amy McNeill informed Council that LAMCO Custom Builders, LLC is requesting to rezone 10 tracts of land comprising of 7.2 acres total with frontage on Tyndall Drive and Carthage Street from Residential-Mixed (R-12) to Residential-Mixed (R-10) to allow the development of a single-family home subdivision. Therefore, the company has submitted this Zoning Map Amendment application for your consideration. This is a standard general use rezoning request, as opposed to a conditional rezoning request; therefore, no site plan/subdivision plans or building plans are required as part of the rezoning request. Ms. McNeill read the zoning regulations and setback requirements as listed on Exhibit P.

There is public water and public sewer will need to be extended to serve future development on the site. There is frontage on Tyndall Drive which is a North Carolina Department of Transportation maintained road; however, it should be noted that Tyndall Drive may transition from a NCDOT maintained roadway to a City of Sanford maintained roadway in the future.

If rezoned, all of the uses permitted in the R-10 zoning district would be allowed and any future redevelopment of the subject property will be required to meet the current development standards of the UDO.

The rezoning request complies with the *Plan SanLee* long-range plan designation of Suburban Neighborhood, which lists detached single-family dwellings as a land use with a development density of 4-7 units per acre. Also, the site adjoins land that was recently annexed and rezoned to R-10 to allow the development of the Brantley Place residential single-family home subdivision. The boards will need to take into consideration the adjoining residential subdivisions and the possible impact that commercial zoning may have on the area residents when determining if they are comfortable with this area transitioning to match the long-range plan at this time.

Council Member Salmon asked Amy McNeill what the determining factor would be should Tyndall Drive be transitioned from an NCDOT maintained highway to a City of Sanford maintained highway? Ms. McNeill explained that the applicant would have to ask for the change; often is due to a sidewalk that they want to install, which may or may not be agreed to by NCDOT. As long as it is a public roadway, however, it will not affect the development of the site.

With no additional speakers, Mayor Mann closed the public hearing.

Public Hearing on Application by Lacy Oldham to rezone a 11.59 tract of land addressed as 1607/1611 Kelly Drive (SR 1521) from Residential Single-family (R-20) and Residential Single-family (R-20) with a Mobile Home Park Overlay District to General Commercial (C-2). The subject property is owned by Oldham & Oldham, Inc. and is identified as Lee County Tax Parcel 9652-99-4976-00 as depicted on Tax Maps 9653.04 and 9652.02 (Exhibit Q)

Mayor Mann opened the public hearing.

Zoning Administrator Amy McNeill explained that Mr. Lacy Oldham, Jr. is requesting to rezone one 11.59-acre tract of land addressed as 1607/1611 Kelly Drive from Residential Single-family (R-20) and Residential Single-family with a Mobile Home Park Overlay District (R-20/MH) to General Commercial (C-2) to allow the subject property to be marketed and redeveloped in a commercial manner. This is a standard general use rezoning request, as opposed to a conditional rezoning request; therefore, no site plan/subdivision plans or building plans are required as part of the rezoning request.

The site is located off of Kelly Drive, between the Central Carolina Community College and the US Highway 421 Bypass. It is currently developed with the shop/office for Oldham & Oldham, Inc., a grading contractor business.

The Residential single-family (R-20) zoning district is established to provide areas for low-density single-family uses, with a maximum of two dwelling units per acre, which may provide buffers between the agricultural and the higher density areas of the County of Lee. Examples of uses permitted by right within the C-2 zoning district include convenience stores with and without gas sales, motor vehicle sales and service, office buildings, real estate sales, restaurants with drive-in or drive-through facilities. Ms. McNeill read the adjacent zoning and land use requirements that were included within the agenda packet.

The long-range land use plan identifies a portion of this site as Professional and Institutional Campus, which accommodates large scale professional uses located at critical nodes or activity centers along major roadways. Development is organized in a campus style design and is well integrated into

the surrounding development patterns. The local example is the Central Carolina Hospital Area in Sanford.

Upon review of the local overlay districts, the following is applicable for this site: UDO, Article 4 Zoning District Regulations, Section 4.14 Watershed Conservation Overlay District: The subject property is within the Watershed Conservation Overlay District, specifically the Cape Fear/Lee County Watershed Protected Area. A watershed is a basin-like landform delineated by ridgelines that descend into lower elevations that carries rain water from the land into soils, ground waters, creeks, and streams, eventually making its way to larger rivers and the ocean. Development in this area must comply with the UDO watershed regulations.

There is a public water main line along Kelly Road. Public sewer would need to be extended to serve future development on this site. There is frontage on Kelly Drive, which is a NCDOT maintained public road.

Lacy Oldham Jr., 1524 Clearwater Drive, Sanford, North Carolina, spoke in favor of the rezoning and would like to rezone to business classification at this location. Mayor Mann asked Mr. Oldham how long this business has been at this location. Mr. Oldham responded that there has been a business at this location for over 50 years; it was a mobile home park at one time.

With no additional speakers, Mayor Mann closed the public hearing.

Public Hearing on Application by Rhetson Companies, Inc. to rezone two adjoining tracts of land totaling 24.60 + acres with frontage on Marketplace Drive, a private driveway created to serve an unfinished shopping center located in the southeast corner of Tramway Road/NC 78 Hwy and Jefferson Davis Hwy/US Hwy 1 intersection, from General Commercial (C-2) to the Tramway South Apartments Conditional Zoning District to allow the development of a residential apartment community as illustrated on the Tramway South Apartments Concept Plan submitted as part of the application. The subject property is identified as Lee County Tax Parcels 9631-53-6433-00 and 9631-62-1820-00, as depicted on Lee County Tax Map 9631.04 (Exhibit R)

Mayor Mann opened the public hearing.

Zoning Administrator Amy McNeill explained that Rhetson Companies, Inc. is requesting to rezone two adjoining tracts of land totaling 24.60 ± acres with frontage on Marketplace Drive, which is a private driveway created to serve an unfinished shopping center located in the southeast corner of Tramway Road/NC 78 Highway and Jefferson Davis Highway/US Highway #1 intersection, from General Commercial (C-2) to the Tramway South Apartments Conditional Zoning District to allow the development of a residential apartment community, as illustrated on the Tramway South Apartments Concept Plan. Therefore, the company has submitted this Zoning Map Amendment Application for your consideration. This is a site plan/subdivision plan specific conditional rezoning request; therefore, the Conceptual Development Plan and proposed conditions are required as part of the rezoning request. The site is located in the southeast corner of Tramway Road/NC 78 Hwy and Jefferson Davis Hwy/US Hwy 1 intersection. It is accessed via Marketplace Drive, a private driveway created to serve an unfinished shopping center called The Marketplace at Tramway.

The Tramway South Apartments Conditional Zoning District is a Type 1 Conditional Zoning District that is created as a stand-alone district with its own unique conditions.

As reminder, the conditional zoning process is a negotiated zoning process and, as such, the City Council and/or Planning Board may request that certain conditions be considered or altered. However, the petitioner must accept such conditions before inclusion in the conditional zoning district.

The conceptual information submitted for this rezoning request was reviewed by our Sanford/Lee County Technical Review Committee (TRC), which is comprised of staff representatives from various departments and governmental agencies. The TRC was amenable with the rezoning request associated with this project moving forward for review/approval by the Planning Board and the City Council. However, all outstanding TRC requirements and revisions must be addressed prior to the development of the site in the manner proposed. This includes an actual technical review of the development plans for this project to ensure compliance with all required technical specifications and codes of all governmental agencies prior to staff level approvals being issued for the development of the site. For example, NCDOT must approve all proposed connections to NCDOT maintained public roadways and the City Engineering Dept. must approve all proposed public water and sewer extensions/connections.

Please note that it is the responsibility of the applicant – not of City staff – to “unravel” the existing shopping center components of this site (private sewer lift station agreements, private internal drive issues, etc.) since the subject property is proposed to be developed on what was the anchor tenant site for The Marketplace at Tramway Shopping Center. On a letter, included with the rezoning application, it states that the applicant’s attorney has conferred with the City Attorney regarding this matter and that the issues will be resolved via rezoning, creating a preliminary plat, etc. The City Attorney offers no opinion on this matter and makes no commitment regarding this matter as this is a private civil matter that must be resolved by the applicant prior to the development of this site. Ms. McNeill explained the adjacent zoning and land uses referenced in Exhibit R.

The long-range land use plan identifies the subject property as Mixed Use Activity Center, which is a designation that is intended to facilitate the development of large-scale project that are integrated with a mix of uses. Ideally, this is achieved via a single master-planned unit, but may be contextually integrated into the surrounding development pattern if strong mobility linkages are included. These areas should be located within close proximity to highway interchanges and major arterial roadways.

This site is not located within a local overlay district. There is a public water main line along Marketplace Drive. There is a private sewer main line along Marketplace Drive that connects to a private lift station on site, which is connected to City maintained public sanitary sewer. This information is per our GIS mapping system and, if the rezoning is approved, all new development and/or water and sewer connections must be approved by the City of Sanford Public Works Dept./Engineering Dept. to verify compliance with all policies and regulations, including – but not limited to – off site improvements or upgrades.

There is frontage on Marketplace Drive, which is a private driveway created to serve the unfinished shopping center. This information is per our GIS mapping system and NCDOT must approve any proposed driveways via the site plan review/approval process to verify compliance with all applicable regulations, including – but not limited to - traffic studies and roadway improvements/turn lanes. It should be noted that the site does not have access to a public roadway at this time or possibly ever.

The 2011 Lee County Comprehensive Transportation Plan does not illustrate Marketplace Drive because it is a private driveway. The plan illustrates Tramway Road/NC Hwy 78 as an existing

minor thoroughfare, but does not indicate any proposed changes in the area of the subject property. It illustrates US Hwy 1/Jefferson Davis Hwy as an existing freeway that needs improvement. There is a 2020 NCDOT AADT count of 9,400 vehicles per day on Tramway Road in the general area of the subject property. There is a 2020 NCDOT AADT count of 25,500 vehicles per day on US Hwy 1/Jefferson Davis Hwy in the general area of the subject property.

If approved, this information is legally binding on the land; therefore, the site has to be developed as per the approved plans and conditions even if a property transfer were to take place. Any items not specifically addressed in the rezoning process must comply with the UDO standards.

The rezoning request complies with the *Plan SanLee* long-range plan designation of Mixed-Use Activity Center which lists multi-family dwellings as land uses with a density of 16 plus units per acre, which is what is proposed in the information submitted with the application. Based on this rationale, staff is supportive of this rezoning request as it appears to align with the future plan for this area.

We would, however, strongly encourage the developer to incorporate other building materials (such as brick) into the exterior design to add visual interest and character to the appearance of the apartment buildings. As is, cementitious siding (fiber cement lap siding and panels) is proposed as the only exterior building material.

Staff would also encourage the exterior colors to correspond with the subtle, neutral, earthtone color requirements that are in place for commercial development along US Hwy 1 and Tramway Road, so that the buildings will better blend in with the overall development in this corner of the roadways.

Please be aware that staff held a public information meeting regarding this rezoning request on June 15, 2022, with three project representatives and herself in attendance; there was no one from the public that attended. At this meeting, the project representatives agreed to revise the architectural elevations of the buildings and are to present the revised information during the public hearing for your consideration.

Council Member Taylor thanked Mr. Rhetson for providing concept plans. As US #1 improvements are integrated, how would it have an impact this project? Also, this project is very close to the end of the City's waterline on US # 1 South. If this water line should be extended further south, what impact would this have on this area. Ms. McNeill said that at this time, staff does not have any roadway improvements that will be required and she referred these questions to the developer and to the City Engineering staff.

John Parks with Rhetson Companies, replied to Council Member Taylor's question, saying that they have spoken with NCDOT representative Matt Ketchin and was advised that the impact of this development will be much lower than a commercial shopping center or entity. NCDOT had no concerns or requirements at that time, and they were given a letter supporting this. They are not anticipating road improvements on US Highway #1 or in the general area.

There were no Engineering staff available to address Council Member Taylor's question concerning the water line. City Manager Hegwer commented saying that this property will be served off of the major feed for Tramway. Mr. Hegwer stated there is a tank in this area and he does not foresee any issues. However, he will have staff review this issue and provide, a definite answer.

Council Member Gaskins asked if the change of occupancy from a shopping center to residential would have any effect on the means of ingress and egress in regards to fire protection. City Manager Hegwer said that there is an access off Tramway Road and off Brian Drive as well. However, these issues will be addressed when the project is reviewed by the (TRC) Technical Review Committee.

Mayor Mann asked staff if there were considerations for aesthetics and elevations. Zoning Administrator Amy McNeill opened a PowerPoint presentation. Mr. John Parks reviewed the aerial view of the property. This is a very visible site, and he wants to make sure it shines for the city. The concept plan has been revised from the original plan to allow for this type occupancy. They have received a letter from the Sanford Engineering Department stating that there is adequate water and sewer service to this site and if upgrades are required, they will certainly be completed; however, they are not anticipating any issues. Mr. Parks reviewed the elevation, showing the architectural contrasts, the different vertical and horizontal sidings, the roof features, and also the material that will be used. Mr. Parks also reviewed the clubhouse with dimensions and building materials. The developer has provided three different color palates of soft earth tones, which will blend with the surrounding area. Colors, as well as all the other details, will be reviewed by the TRC. Mr. Parks commented that these are great looking, modern apartments and will be an asset to this community; he is happy to be representing this development.

Council Member Taylor asked Mr. Parks if the clubhouse will have the same type of appearance as the other structures and was this the basic design that has been integrated in other projects they have completed in other communities. Mr. Parks said it is his understanding that this is the developers' intent. Mr. Parks added that they take pride in their landscaping design.

Council Member Haire asked Mr. Parks if there would be several staff members available to oversee the amenities on this property. Mr. Parks replied there is an office but he is not sure how many people they staff; however, he believes maybe one to two staff members per day.

Council Member Haire asked Mr. Parks if the PowerPoint presentation was of apartments that they have completed. Mr. Parks replied that these slides are of completed projects.

With no additional speakers, Mayor Mann closed the public hearing.

The Planning Board retired to the West End Conference Room and a ten-minute recess was taken at 7:45 p.m. and reconvened at 7:55 p.m.

Public Hearing on Carr Creek Drive Sewer Extension (Exhibit S)

This item was removed from the agenda.

Public Hearing on FY 2018 Community Development Block Grant (CDBG) Neighborhood Revitalization Program Project Amendment (Exhibit T)

Mayor Mann opened the public hearing.

Community Development Manager Karen Kennedy explained that this is part of the citizens participation guidelines for Community Development Block Grant programs. The Linden Avenue project is almost complete and we hope to have an opening celebration soon. However, as the project progressed and came through the COVID 19 Pandemic, issues with some additional costs and funding gaps, as a result of soaring costs, and other demands that were affected by supply issues. Staff realized additional funds were needed for Sanford Housing Authority to cover some of the cost overruns and also for our consultant, The Wooten Company, to assist in finishing the project. Staff has reached out

to the North Carolina Department of Commerce to request additional funding, which will increase our grant from \$750,000 to \$991,976. The Sanford Housing Authority asked for an additional \$224,467 and the consultants asked for an additional \$17,500. We had preliminary conversations with the North Carolina State Department of Commerce and they requested that the City of Sanford hold a public hearing for a project amendment. This hearing has been properly advertised and we did not receive any written responses prior to this meeting. However, this public hearing is to allow an opportunity for comments at the City Council meeting. Mrs. Kennedy informed Council that following this public hearing, they will need to authorize the Mayor to execute documents to forward to the State Funding Agency. Mrs. Kennedy informed Council that the State has discussed additional funding but will not allow any more time extensions. Therefore, there is a short timeline to meet existing grant deadlines that are already in place.

Sanford Housing Authority Executive Director, Shannon Judd, spoke in support of the funding for additional costs. She added that they do have the Certificate of Occupancy for the building and expect to have the pre-final walk-through with the architect tomorrow. Hopefully the State, as well as the energy consultant, will have their final walkthroughs next week. Then, Progressive Contractors will request a final inspection and walk-through.

Council Member Haire asked Shannon Judd what the original construction budget was? Ms. Judd replied the construction budget was \$1.3 million.

Council Member Taylor asked staff when the project began; how many time extensions have been granted by the State, and were the extensions impactful to the cost increases?

Community Development Manager Karen Kennedy Karen Kennedy replied that the project application was submitted in October 2018. It took a year to get through the preliminary steps with the State to receive notice to proceed. Sanford Housing Authority worked on the architectural and construction bid process. These steps were affected by COVID 19 delays.

Council Member Taylor asked staff if they had gained any education in the fruition of this project that will benefit with future projects, should we experience these issues in the future? Mrs. Kennedy commented that she always learns from each project. Shannon Judd replied to his question that one of the issues with this project was COVID 19. However, they were also in the process of working on the renovations of Matthew Court and Gilmore Terrace which required a lot of staff time. There were no additional staff to assist with the demand. If there is any knowledge that she has gained, it would maybe be not to do so many projects at the same time.

Council Member Williams commented that he went by this project and it looks almost complete. Shannon Judd replied that it is almost finished; there are a few items that are not finished on the inside that Progressive Contracting required following a preliminary walk-through.

In addition, Ms. Judd added that they had to obtain a construction loan, which served as a bridge for the funding gap until an opportunity occurred for additional funding.

Council Member Williams asked when City Council could walk through the project? Ms. Judd replied probably in July 2022. Ms. Judd added that they have already qualified applicants to lease four of the five units.

Council Member Williams asked if there was a timetable for how long residents could remain? Ms. Judd replied that this is permanent housing and as long as residents abided by their lease, they could live there indefinitely. This project was designed to benefit homeless families.

Council Member Williams asked what they considered a family? Ms. Judd replied that four of these units contain one bedroom and one unit contains two-bedrooms, so there could be single occupancies and family occupancies.

Council Member Taylor asked Shannon Judd if they had re-adjusted their 25-hour workweek that they had during COVID back to standard hours, which would expedite their workload. Ms. Judd replied that they are back to normal hours; their hours are Monday through Thursday 8:00 am – 5:00 pm and Friday 8:00-12pm.

City Manager Hal Hegwer reminded Council that there would not be a City Council meeting on July 5, 2022, so they will need a special-called meeting to conduct business related to this issue on July 12, 2022, and hold a Council workshop following the special-called Council meeting. Karen Kennedy replied that the document that is being presented for approval will be forwarded to the State of North Carolina tomorrow. Due to the deadline, we would need a special-called meeting for a budget ordinance amendment; an amendment to the Sub-recipient Agreement with Sanford Housing Authority, and an amendment to the Wooten Company contract.

Council Member Gaskins asked Karen Kennedy what her confidence level was in receiving additional funding? Mrs. Kennedy replied that unless there were issues or unless we did not submit the request in a timely manner, she was pretty confident, they would receive the additional funding.

Council Member Haire asked if it would have been possible to create less apartments with the original funding. Karen Kennedy explained that the funding was for the renovation of an existing building; therefore, three versus five units would not have made any difference in the cost.

Council Member Williams commented that originally, this project was designed for homeless families. Mrs. Kennedy replied that this project had originally been planned as temporary/transitional homeless families. The terminology “transitional” is no longer utilized and has been changed to permanent supportive housing. The wrap-around services at Linden Avenue will be provided by the Sanford Housing Authority. Mrs. Kennedy added that the S3 Housing Connect Taskforce is in place and the partners will be there to support and assist with the wrap-around services. The Sanford Housing Authority has reached out to the different shelters and non-profit providers to provide client referrals.

With no additional speakers, Mayor Mann closed the public hearing.

- Consider Authorization of Mayor and/or City Manager to Execute Grant Documents for Submission to NC Department of Commerce – Rural Economic Development Division (Exhibit S)

Council Member Gaskins made a motion to authorize the mayor and/or City Manager to Execute Grant Documents for Submission to NC Department of Commerce – Rural Economic Development Division. Seconded by Council Member Williams, the motion carried unanimously.

DECISIONS ON PUBLIC HEARINGS

There were no decisions on public hearings.

REGULAR AGENDA

Ordinance to Amend the Annual Operating Budget FY 2021-2022 – Year-End Clean-Up (Exhibit U)

Financial Services Director Beth Kelly explained that this year-end clean-up is done annually and she reviewed information exhibited on Exhibit U.

Council Member Gaskins made a motion to approve the Ordinance to Amend the Annual Operating Budget FY 2021-2022 – Year-End Clean-Up. Seconded by Council Member Williams, the motion carried unanimously.

Ordinance to Amend the Annual Operating Budget FY 2021-2022 – GASB 87 (Governmental Accounting Standards Board) – (Exhibit V)

Financial Services Director Beth Kelly explained that this handout is necessary for implementation of GASB 87, which stands for the Government Accounting Standards Board Standard 87. This is required for our financial report ending June 30, 2022. The standard requires that we review all lease agreements, whether we are the lessee or the lessor and record journal entries per the standard. GASB 87 defines lease as a contract conveying control of the right to use another entity’s non-financial asset or the underlying asset as specified in the contract for a period of time in an exchange or change like transaction. GASB 87 requires us to analyze all of our lease agreements and determine recognition of certain lease assets and liabilities for leases that were previously classified as operating leases and recognizes inflows or outflows of resources. This budget amendment is a result of review of all our leases and it appropriates \$40,000 fund balance and \$200,000 in Lease Financing proceeds, for total of \$240,000. Our largest leases are the copier lease with Xerox, Windstream for telephone system, and the postage machines, etc.

Council Member Taylor made a motion to approve the Ordinance to Amend the Annual Operating Budget FY 2021-2022 – GASB87 (Governmental Accounting Standards Board). Seconded by Council Member Gaskins, the motion carried unanimously.

Resolution Declaring the Intent to Investigate Merging Water and Wastewater Utility Systems with the Town of Pittsboro (Exhibit W)

City Manager Hal Hegwer explained that we have had a relationship with Pittsboro and Chatham County for several years. City Council approved and executed a contract to move with a force main project in March of 2017, which is not under construction but has been designed to transmit two million gallons of wastewater to the City of Sanford’s Wastewater Treatment Plant. In November 2021, Pittsboro entered an agreement with the City of Sanford, Chatham County, Town of Holly Springs and Town of Fuquay Varina to jointly construct eighteen million gallons by expansion to the City’s Water Treatment Plant. We have a history of cooperative agreement with Chatham County and Pittsboro. It was discussed to consider a broader merger and determine the mutual benefits. This resolution signifies our efforts to do this and move forward. Mr. Hegwer added that Pittsboro passed a similar resolution in May 23, 2022, signifying their desire to move forward with a regional concept and a possibility of a merger, where the City of Sanford would completely absorb all of the operations, assets, etc., of the Town of Pittsboro. Mr. Hegwer reiterated that this agreement signifies the City of Sanford’s willingness to embark upon a potential merger.

Council Member Gaskins made a motion to approve the Resolution Declaring the Intent to Investigate Merging Water and Wastewater Utility Systems with the Town of Pittsboro. Seconded by Council Member Haire, the motion carried unanimously.

NEW BUSINESS

Sale of Vacant Lots on Boykin Avenue (PINs 9642-64-6777, 9642-64-7561-00, 9642-64-7578-00, 9642-64-7685-00) – (Exhibit X)

Community Development Manager Karen Kennedy explained that we received an offer from Juan Fernando Garcia Gabarrete, owner of 1319 Boykin Avenue. The City has sold other properties to Mr. Gabarrete that surround his property and he is now interested in purchasing additional properties surrounding his residence. She explained the City’s process and desire to receive minimum tax value and he proposed an offer to purchase these lots for \$10,000. Mr. Gabarrete’s plans are to possibly build a home on one of the properties in the future. He also is aware that he will have deed restrictions and will have to meet planning and zoning requirements for any construction he chooses to do.

Council Member Taylor asked if this was City surplus land. Mrs. Kennedy replied that this was redevelopment land, bought with various projects in the 1970’s and 1980’s.

Council Member Taylor asked if there were any other deed restrictions that could keep Mr. Gabarrete from building on this property. Karen Kennedy replied that there were no deed restrictions on the land that would prevent construction. City Manager Hegwer commented that City staff approached various non-profits to determine if there was any interest in building on this property; however, they understood Mr. Gabarrete’s reason for wanting to purchase these lots. Karen Kennedy informed Council that Brick Capital will approach Council with multiple requests for offers, perhaps at the next City Council Meeting.

Council Member Williams made a motion to approve the Resolution Authorizing Advertisement of Offer to Purchase Vacant Lots on Boykin Avenue and Washington Avenue. Seconded by Council Member Haire, the motion carried unanimously.

Agreement for Fire Protection Services with Deep River Rural Fire Department, Inc., for Stephens Enterprises, LLC (Exhibit Y)

REMOVED from agenda.

Appointments to Various Boards and Commissions (Exhibit Z)

• **ABC Board**

Council Member Post made a motion to nominate Louis “Bobby” Powell; close the nominations and appoint by acclamation. Seconded by Council Member Taylor, the motion carried unanimously.

• **ADA (Americans with Disabilities) Committee**

Council Member Taylor made a motion to appoint Nancy Whalen and Karen Caldwell; close the nominations and appoint by acclamation. Seconded by Council member Haire, the motion carried unanimously.

• **Airport Authority**

Council Member Haire made a motion to nominate William Wayne Staton, Jr.; close the nominations and appoint by acclamation. The motion was seconded by Council Member Gaskins and carried unanimously.

- Appearance Commission

Council Member Salmon nominated Nancy Kimble and Linda Ware; and made a motion to close the nominations and appoint by acclamation. Seconded by Council Member Post, and carried unanimously.

- Board of Adjustment/Housing Board of Appeals

Council Member Post made a motion to nominate Van R. Groce, Jr. and Malcolm David McCracken for two regular appointments; close the nominations and appoint by acclamation. Seconded by Council Member Salmon, the motion carried unanimously.

- Historic Preservation Board

Council Member Post made a motion to nominate James Erb; close the nominations and appoint by acclamation. Seconded by Council Member Haire, the motion carried unanimously.

- Joint Environmental Affairs Board

For clarification, Council Member Salmon asked if applicants could serve on as many as two boards. City Attorney Patterson replied that the City of Sanford's Charter states that people can serve in one position unless Council waives the requirement. Concerning holding public office, someone can have one elected and one appointed position or two appointed positions, so someone can serve in two appointed positions.

Council Member Post made a motion to nominate Brooks Gage, and Connor McKinnis; close the nominations and appoint by acclamation. The motion was seconded by Council Member Salmon and carried unanimously.

- Opioid Commission

Mayor Mann noted that Lee County Opioid Commission is being re-established and time is need to determine future direction and no action will be taken on this board.

- Planning Commission

Council Member Taylor made a motion to appoint Gina Keller Bycura for a regular appointment. Seconded by Council Member Gaskins, the motion carried unanimously.

Council Member Post nominated Bill Murphy for a regular appointment. Council Member Salmon moved to close the nominations and appoint Bill Murphy for a regular appointment. Seconded by Council Member Post, and carried unanimously.

Council Member Taylor nominated Gloria Perez to serve in the alternate position. Council Member Post moved to close the nominations and appoint Gloria Perez by acclamation. Council Member Salmon seconded the motion and it carried unanimously.

- Sanford Housing Authority

Council Member Taylor noted that Karen Caldwell is the primary care giver for her husband and that she would have limited time to serve on this board. Mr. Taylor suggested that she could be a good candidate for the ADA Board.

Attorney Patterson pointed out that none of the applicants met the qualifications as a resident commissioner.

Council Member Post moved to nominate Erin Britton and William Newby to serve the regular appointments and P. J. Patel to fill the vacant position expiring June 30, 2024; close the nominations and appoint by acclamation. Council Member Taylor seconded the motion and it carried unanimously.

- Parks Commission

Council Member Taylor made a motion to appoint John Cotton Dean, Albert Roethlisberger and Mark Lyczkowski for the regular appointments and Robert L. Bridwell for the vacant term expiring June 30, 2024; close the nominations and appoint by acclamation. Seconded by Council Member Post, the motion carried unanimously.

- Tourism Development Authority

Council Member Gaskins made a motion to appoint P. J. Patel for the regular lodging position and Erica Gunter for the vacant term expiring June 30, 2023; close the nominations and appoint by acclamation. Seconded by Council Member Taylor and carried unanimously.

Council Member Taylor made a motion to appoint Mike Stec for the business/tourism position. Council Member Gaskins nominated Timothy Emmert for the business/tourism position. Council Member Taylor moved to close the nominations. Council Member Haire seconded the motion and it carried unanimously.

Mayor Mann asked for a vote by show of hands in favor of appointing Timothy Emmert. The vote was one. By show of hands, the vote for Mike Stec was five.

Council Member Gaskins commented that Timothy Emmert has done a wonderful job. This board needs an alternate in order to meet the quorum if another member was missing. This is critical because members serving in lodging positions have not shown up for some meetings. If Council needs to go through the state Legislature, he wants this pursued. Attorney Patterson informed Council that action would be needed by Council to ask the Legislature to increase the positions for this board. This could be placed on our next agenda.

Council Member Gaskins nominated Ed Strickland to serve the At-large position. Council Member Post moved to close the nominations and appoint Ed Strickland; seconded by Council Member Salmon, the motion carried unanimously.

Council Member Haire asked Attorney Patterson if an applicant should use their business address or residence. Attorney Patterson said an applicant must use where they live as their residence. Council Member Haire noted that Timothy Emmert used his business address at 229 Wicker Street as his residence, and he believes he lives in Moore County. Mayor Mann noted that we need to check this a little closer in the future.

Council Member Gaskins commented that the Sanford Tourism Development Authority does not have a residency requirement for lodging representatives. Attorney Patterson said she would research this to determine if this is correct.

Council Member Taylor nominated Kevin Brown to serve as Chairman on the Sanford Tourism Development Authority. Council Member Post seconded the motion. Council Member Taylor made a motion to close the nominations and appoint Kevin Brown to serve as Chairman for the Sanford

Tourism Development Authority. The motion was seconded by Council Member Post and carried unanimously.

OTHER BUSINESS

Council Member Salmon thanked all who have served on the City's Boards and Commissions and those who applied for tonight's appointments; lots of work takes place and they do good work for the City. We need to encourage people to consider applying for these positions in the future.

Council Member Taylor commented on the City Music Series at Depot Park which will be the first of six events. This concert will be Thursday night and it will be the Tuesday night Music Club. They will not have food trucks, beer or any sales. They want to encourage people to support our local businesses, and bring them to Depot Park to enjoy music. This concert will be for a longer duration of time to maximize dollars so we can spread the funds over two acts. Council Member Taylor also recognized the family of former City employee Harold McNeill.

Council Member Taylor commented that some events that were held this weekend "slipped through the cracks" concerning insurance. We are requiring Downtown Sanford and other entities to have proof of insurance when we have these events. It is vital to have proof of insurance. We may want to review what happened and take measures to not let this happen again; the City is fortunate that there were no incidents.

Council Member Taylor commented that there was a Parks Commission Meeting yesterday and Parks Administrator Nick Fortune presented a lot of information about the situation at the splashpad. Staff handled these recent events well and they have a good plan for going forward. Mr. Taylor commented that he is thankful to have Nick Fortune on staff; he does a great job.

Mayor Mann commented that the City Music Series is not sponsored by Downtown Sanford, it is sponsored by the Parks Department and the City of Sanford.

City Manager Hal Hegwer commented that we want to make the Splash Pad as safe as possible for everyone; some things cropped up but we want to keep the public safe at all times. We had another situation, and we will be mindful of this going forward. Mr. Hegwer added that Council Member Taylor was very intimate with the insurance policy at Depot Park. We will be more cognizant going forward.

Mayor Mann commented that we honored some great people during this meeting and he thanked Council for their hard work in getting through this long agenda. He further commented that he is amazed at the quality of some of the development and projects.

ADJOURNMENT

Council Member Salmon made a motion to adjourn the meeting; seconded by Council Member Taylor, the motion carried unanimously.

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

Respectfully Submitted,

T. CHET MANN, MAYOR

ATTEST:

BONNIE DAVIS, CITY CLERK

GRANT PROJECT ORDINANCE AMENDMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
2017 CDBG NEIGHBORHOOD REVITALIZATION PROJECT

BE IT ORDAINED by the City Council of the City of Sanford, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance number 2019-26, is hereby amended:

Section 1: The project authorized is the Community Development Block Grant Neighborhood Revitalization Program. This project consists of the rehabilitation of 226 Linden Avenue into 5 residential units for homeless individuals and infrastructure improvements to include sidewalks, curb and gutter along Linden Avenue and a portion of N. First Street.

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

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

Neighborhood Revitalization Project	\$ 241,967
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Section 4: The following revenues are anticipated to be available to complete this project:

CDBG Grant Funds	\$ 241,967
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Section 5: The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and federal and state regulations.

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

Section 7: The Finance Officer is directed to report, 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 a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this council.

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

Section 10: The City Manager is hereby authorized to transfer funds from one line item to another line item without further approval by the City Council, subject to the regulations of the North Carolina Department of Commerce, Rural Economic Development Division.

ADOPTED this, the 12th day of July, 2022.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk



NC DEPARTMENT
of COMMERCE
 RURAL ECONOMIC
 DEVELOPMENT

Roy Cooper
 GOVERNOR

Machelle Baker Sanders
 SECRETARY

Kenny Flowers
 ASSISTANT SECRETARY

July 7, 2022

The Honorable T. Chet Mann, Mayor
 City of Sanford
 Post Office Box 3729
 Sanford, North Carolina 27331

Subject: Additional Funding, Budget Amendment, and Funding Limit Waiver Request
 CDBG-NR Number: 17-C-2990

Dear Mayor Mann:

The North Carolina Department of Commerce Rural Economic Development Division (REDD) is in receipt of the above reference grant's Budget Amendment and Funding Limit Waiver Request, petitioning for a waiver to exceed the maximum allowable CDBG-NR award amount of \$750,000 granted to the City of Sanford's CDBG-NR project. The city is proposing a budget amendment in the amount of \$991,967, resulting in \$241,967 of additional CDBG-NR funds. To complete the city's CDBG-NR 226 Linden Avenue Renovations project, within the terms and conditions, set forth, in the city's April 5, 2021 extension request approval letter.

REDD also acknowledges the city's request will not result in a change to the project description and objectives (i.e., location, project area boundaries, scope, nor accomplishments and LMI beneficiaries). In addition, the city has stated, it understands that the latest REDD could allow funds to be requisitioned pertaining to 226 Linden Avenue Renovations project is **August 25, 2022**, pending final approval by REDD. The city's rationale for the budget amendment and, subsequently, a funding limit waiver request is, "*due to soaring construction cost and funding gaps on 226 Linden Avenue Renovations Project*" as a result of COVID-19 pandemic and "*additional grant administration services for 10 months beyond the original project timeframe for completion and closeout*".

REDD has reviewed the request in its entirety and will approve the city's request, for a waiver to exceed the maximum allowable CDBG-NR award amount of \$750,000 grant to the City of Sanford's CDBG-NR project — to the proposed budget amendment in the amount of \$991,967, resulting in \$241,967 of additional CDBG-NR funds and, is furthermore, documented on page 2 of this official letter, to be effective as of **June 30, 2022**. Please be advised the release of funds associated with the \$241,967 of additional CDBG-NR funds for the city's CDBG-NR project are contingent upon REDD's receipt of a certified copy of the minutes indicating the public hearing was held concerning the budget amendment. Additionally, the city will be issued a new grant number, **CDBG-NR Number: 15-D-2990**, associated with the \$241,967 of additional CDBG-NR funds for the city's CDBG-NR project.

The Honorable T. Chet Mann, Mayor
 July 7, 2022
 Page 2

<u>Activity</u>	<u>Current Budget</u>	<u>Change</u>	<u>Amendment Budget</u>
Administration	\$ 75,000.00	+\$17,500.00	\$ 92,500.00
Flood and Drainage Improvements	\$116,881.87	\$0.00	\$116,881.87
Pedestrian Improvements	\$114,051.00	\$0.00	\$114,051.00
Rehab, Public Owned Dwellings	\$444,067.13	+\$224,467.00	\$668,534.13
Total	<u>\$750,000.00</u>	<u>+\$241,967.00</u>	<u>\$991,967.00</u>

Project Timeline → *April 5, 2021 extension request approval letter*

Obligation of CDBG Funds: June 25, 2022
 Expenditure of CDBG Funds: July 22, 2022
 Submission of Closeout Documents: November 4, 2022

We look forward to our continued partnership with you on your CDBG-NR project. Should you have any questions, please contact Shycole Simpson-Carter, CDBG-CV Grants Management Representative at 919-814-4678 or s.simpson-carter@commerce.nc.gov.

Sincerely,



Valerie D. Moore Fegans
 Interim CDBG Director

VDMF/SSC

cc: Mr. Phillip "Hal" Hegwer, City Manager, City of Sanford
 Ms. Karen Kennedy, Community Development Manager, City of Sanford
 Ms. Beth Kelly, Finance Director, City of Sanford
 Ms. Jessie Walker, Funding Program Specialists, Wooten Company
 Ms. Katie Fisher, Community Development Coordinator, Wooten Company
 Ms. Toni Moore, Budget Officer, NC Commerce
 Ms. Shycole Simpson-Carter, CDBG-CV Grants Management Representative, NC Commerce
 File

**AMENDMENT NO. 4 TO THE
SUBRECIPIENT AGREEMENT BETWEEN
THE SANFORD HOUSING AUTHORITY AND
THE CITY OF SANFORD
DATED JULY 12, 2022
FOR THE LINDEN AVENUE NEIGHBORHOOD IMPROVEMENTS PROJECT**

THE FOLLOWING AMENDMENT SHALL BECOME PART OF THE SUBRECIPIENT AGREEMENT, AS AMENDED.

- 1. Section IV.1 Budget: Budget Revision Request #4 as approved by NC DOC REDD on June/July ?, 2022, increases the rehabilitation line item by \$224,467. Therefore, the subrecipient agreement between the City of Sanford and the Sanford Housing Authority will increase from \$390,876 to the maximum sum of Six Hundred and Fifteen Thousand, Three Hundred Forty Three Dollars (\$615,343).

Except as set forth in this Amendment, the Agreement dated May 19, 2020, and amended on September 7, 2021 & March 1, 2022, is unaffected and shall continue in full force and effect in accordance with its terms.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED, OR CAUSED TO BE EXECUTED BY DULY AUTHORIZED OFFICIALS, THIS AGREEMENT IN DUPLICATE ON THE RESPECTIVE DATES INDICATED BELOW.

**GRANTEE
CITY OF SANFORD**

**SUBRECIPIENT
SANFORD HOUSING AUTHORITY**

By: _____
Name: T. Chet Mann
Title: Mayor
Date: _____

By: _____
Name: Shannon Judd
Title: Chief Executive Officer
Date: _____

ATTEST: City of Sanford

ATTEST: Sanford Housing Authority

By: _____
Name: Bonnie. D. Davis
Title: City Clerk
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

(SEAL)

(SEAL)

AMENDMENT #1
TO AGREEMENT FOR PROFESSIONAL ADMINISTRATION SERVICES
FY2018 CDBG NEIGHBORHOOD REVITALIZATION (CDBG-NR)
LINDEN AVENUE REHABILITATION PROJECT
TWC# 2820-Y

This Amendment is made to the original Agreement (“Agreement”) dated July 16, 2019, between L.E. Wooten and Company d/b/a The Wooten Company (“CONSULTANT”) and the City of Sanford, NC (“CLIENT”).

The CLIENT requests the CONSULTANT to continue providing grant administration activities as required by the Community Development Block Grant Neighborhood Revitalization (CDBG-NR) program. Continuation of services is necessary to allow the Contractors to complete 1) 226 Linden office space to apartments conversion, and 2) sidewalk and drainage improvements construction activities at the project site.

1. In accordance with Exhibit A of the Agreement, this Amendment is for additional services to implement the 2018 CDBG -NR Program as follows:
 - a. Extended time and effort related to General, Administrative, Financial, and Management Procedures (Section 2).
 - b. Extended time and effort related to Program Implementation (Section 3).
2. Time of Performance – Not to exceed **forty (40) months** from the date of the Agreement, an additional ten (10) months beyond the thirty (30) month timeframe or November 4th, 2022 whichever occurs first.
3. Compensation for Additional Services – Not to exceed the compensation total of **eighty-six thousand dollars (\$86,000.00)**. Compensation for Services is based on actual hours/expenses incurred to date of \$68,000.00 plus anticipated hours/expenses needed to close out the project of \$18,000.00 using Exhibit B hourly rates at the time of performance.

The revised total fee is as follows:

Original Total Fee	\$68,500.00
Amendment No. 1	\$17,500.00
Revised Total Fee	\$86,000.00

4. Terms and Conditions- The Terms and Conditions of the original Agreement will apply to this Amendment.

CLIENT:

CITY OF SANFORD

BY: _____

Name: T.Chet Mann

Title: Mayor

Date: _____

CONSULTANT:

L.E. WOOTEN & COMPANY, dba THE WOOTEN COMPANY

BY: _____

Name: Gary D. Hartong, PE

Title: President

Date: _____

Golden LEAF 
FOUNDATION
Increasing Economic Opportunity in North Carolina Since 1999

DON FLOW
 CHAIRMAN OF THE BOARD

SCOTT T. HAMILTON
 PRESIDENT, CHIEF EXECUTIVE OFFICER

June 10, 2022

T. Chet Mann, Mayor
 City of Sanford
 P.O. Box 3729
 Sanford, NC 27331-3729
chet.mann@sanfordnc.net

Dear Mayor Mann,

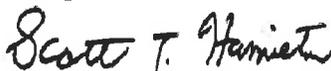
Thank you for your letter dated May 12, 2022 requesting that the Golden LEAF Foundation release funding to pay for the design and permitting work for the water and sewer infrastructure needed for Project Blue. We understand that for Project Blue to move forward and meet the company's timeline, water and sewer design work is underway and needs to continue without interruption. We have also reviewed a preliminary cash flow analysis for the project and see that the city is projecting project-related expenditures of several million dollars over the next two months.

The Golden LEAF Foundation Board of Directors reviewed this request at its June 2, 2022 meeting. At that meeting, the Board authorized staff to release up to \$5 million in funding to support project costs prior to the city satisfying the special conditions in Section 6 of the Grantee Acknowledgment and Agreement for the project. Release will be made at the discretion of Golden LEAF in draws after

Golden LEAF review and approval of requests for disbursements. In reviewing those requests, we will expect documentation that the water and sewer project is progressing and that the funds are needed. We will also be monitoring Project Blue's progress with its project.

Golden LEAF staff will be in touch with the city's staff and consultants to gather the necessary forms and documentation to allow the city to request release of funds. If you have any questions, do not hesitate to contact me.

Regards



Scott T. Hamilton
 President/Chief Executive Officer

cc: Paul Weeks, Jr. P.E., Utilities and Engineering Director, paul.weeks@sanfordnc.net

CAPITAL PROJECT ORDINANCE AMENDMENT

TRIANGLE INNOVATION POINT (TIP) WATER AND SEWER IMPROVEMENTS – PROJECT NO. U2201

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 number 2022-38, is hereby amended:

Section 1: The project authorized is to pay for design and install water and sewer infrastructure. This project could be financed through debt issuance proceeds, and/or reserves, and/or for other contributions (including grant contributions).

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

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

Triangle Innovation Point Water and Sewer Improvements	\$ 5,000,000
--	--------------

Section 4: The following revenues are anticipated to be available to complete this project:

Golden Leaf Foundation Grant	\$ 5,000,000
------------------------------	--------------

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 loan documents.

Section 6: Funds may be advanced from the Utility Fund for the purpose of making payments as due. If required to issue debt, reimbursement requests should be made to the lending institution in an orderly and timely manner. Reimbursement requests should be made to the grantor agency required by the grant agreement(s) 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 grant project ordinance shall be furnished to the Clerk to the City Council and the Finance Officer for direction in carrying out this project.

ADOPTED this, the 12th day of July, 2022.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe, Jr., Secretary

William C. Ray, Director

Emergency Management Disaster Relief and Mitigation Grant (DRMG) Memorandum of Agreement (MOA)

between

Grantor:

State of North Carolina
Department of Public Safety

Recipient:

City of Sanford
225 E Weatherspoon Street; PO Box 3729
Sanford, NC 27311

MOA# NCEM-DRMG1026
NCAS Cost Center: 2E02

Award amount: \$1,153,816
Period of performance: 7/1/2022 to 12/31/2023

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities and procedures to implement the terms and conditions for the above Grant. This MOA is to set forth terms by which Grantor, State of North Carolina through NC Department of Public Safety (NCDPS) / North Carolina Emergency Management (NCEM), shall provide funding to the Recipient to facilitate flood mitigation efforts and more specifically to accomplish the Scope of Work as outlined within the Grant Application (See Appendix 2)

2. Authority

This grant award and MOA are authorized under the provisions of: (1) NC Appropriations Act of 2021, *Sections 5.2(a-d), and Section 5.9(a)(3)* of Senate Bill 105 / SL 2021-180, (2) N.C.G.S. §166A-19.12(13), and (3) FY 2021-2022 Disaster Relief and Mitigation Fund (NOFO):

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Recipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Compensation

Payment to Recipient for expenditures under this MOA will be reimbursed after Recipient's (Requests for Reimbursement) is submitted and approved for eligible scope of work activity.

Mailing Address:
4236 Mail Service Center
Raleigh, NC 27699-4236
www.ncdps.gov
www.ReadyNC.gov



Office Location:
1636 Gold Star Drive
Raleigh, NC 27607
Phone: 919-825-2500
Fax: 919-825-2685

Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided (as outlined in Appendix 4).

Recipient must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 7 below regarding compliance.

4. **Conditions**

These funds are provided by Grantor (NCEM on behalf of State of North Carolina) The following conditions must be adhered to during the entire duration of the grant program:

A. Recipient must:

- i. Have a DUNS number prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or <http://fedgov.dnb.com/webform>. After April 4, 2022, Recipient will be required to obtain a Unique Entity Identifier created in the System for Award Management (SAM), if they do not already have one. Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM.
- ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all awards from Grantor. SAM information can be found at <http://www.sam.gov>. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.

B. Recipient must submit the following documents to Grantor at NCEMLTR.Grant@NCDPS.gov upon execution and submission of this MOA:

- i. [W-9 \(09 NCAC 03M .0202\)](#)
- ii. [Electronic Payment / Vendor Verification Form \(09 NCAC 03M .0202\)](#)
- iii. Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- iv. [Sworn \(Notarized\) No Overdue Tax Debt Certification \(G.S. 143C-6-23.\(c\)\)](#)

C. File Retention

Recipient is required to maintain records and (invoices) of this grant for five years after termination of the grant, or audit if required, or longer where required by law. Recipient must maintain a separate file for each grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the five-year period, the records shall be

retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution or other official documentation relating to the acceptance or adoption of the grant award.
- ii. MOA, and supporting appendices.
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.
- v. Request for Reimbursements and documentation
- vi. Closeout Request and documentation
- vii. Pre and Post photo documentation for all permanent work projects

5. Regulation

Recipient certifies that it understands and agrees that funds will only be expended for the project as outlined in the grant application and incorporated by reference herein. The Recipient and Grantor certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Grantor is duly authorized to commit the Recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Recipient; and that all agencies involved with this project understand that all funds are limited to the period of performance.

6. Supplanting

Grant funds must be used to supplement existing federal, state and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/ financial procedures as requested.

7. Compliance

Recipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. Recipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance and/or termination of the award per 09 NCAC 03M.0801. Additional conditions may also be placed on the Recipient for noncompliance with the specified terms and conditions of this MOA, including, but not limited to, additional monitoring and possible placement of Recipient on the Suspension of Funding List ([SOFL](#)) maintained by the State Office of State Budget & Management ([OSBM](#)) <https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos>.

8. Responsibilities

Grantor:

- A. Grantor shall provide the funding described herein to Recipient to perform the activities as described herein.
- B. Grantor shall conduct a review of the project to ensure Recipient is progressing toward completion of the SOW.
- C. Grantor shall verify the completion of the project thru the closeout process.

Recipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Recipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award (MOA) and date of final approval by the Director of Emergency Management.
- B. Recipient shall expend funds in accordance with this MOA.
- C. Recipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state standards identified in [N.C.G.S. Chapter 143, Article 3, Purchases & Contracts](#).

If Recipient utilizes local procurement policies, Recipient is required to submit a copy of the applicable policies they followed and demonstrate that they complied with those policies, including competition as required.

Recipient is required to check the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that all vendors and contractors have not been suspended or debarred from doing business with the federal or state government.

- D. Provide quarterly progress reports to NCEM within 10 days from end of the calendar year quarter to the following email: NCEMLTR.Grant@ncdps.gov.
- E. Requests for Reimbursement (RFR)

Recipient must submit RFR, with all required documentation attached, to NCEM at NCEMLTR.grant@ncdps.gov. Grantor will reimburse Recipient for eligible costs as determined by Grantor. Recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from Grantor. Recipient must submit Request for Reimbursement per appendix 4.

F. Closeout Reporting Requirements

Recipient must submit to Grantor, no later than 90 calendar days after the end date of the period of performance or completion of the project, whichever is sooner, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

- i. A closeout letter indicating that the project is now 100% complete, that all funds were used for the purpose appropriated and ready for final inspection.
 - ii. A complete accounting of how all grant funds were used thru the Summary of Documentation (SOD)Form which lists all labor, material, equipment, and contract invoices with corresponding checks or other proof of payment making up the total spend for the project.
 - iii. Copies of all invoices and a copy of proof of payment (both front and back of cleared check is required) as listed on the SOD form.
 - iv. Bid documents (solicitation, bid evaluations, etc.), contracts.
 - v. Insurance documentation on equipment or property purchased under this award or letter indicating lack of insurability
 - vi. Pictures prior to the start of the project and when complete for permanent work type grants.
- G. Non-Supplanting Requirement. See paragraph 6 (Supplanting).
- H. Recipient shall have sole responsibility for the ownership, maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
- i. Recipient shall take and maintain a physical inventory of all equipment purchased with funds awarded under this grant. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Grantor. The grant summary, cost reports with backup documentation, certificate of title, and any other Recipient reports or inventory reports that include information regarding the

grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

ii. Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

iii. Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.

I. Property and Equipment. Property and equipment purchased with these funds shall be titled to Recipient, and Recipient shall be responsible for the custody and care of any property and equipment purchased with funds furnished for use in connection with this MOA. Grantor will not be held responsible for any property purchased under this MOA. Recipient must obtain any necessary insurance where said insurance can be reasonably obtain and provide proof of insurance as part of any Reimbursement Request or Closeout.

Recipient must utilize all property and equipment as intended in their project application to Grantor.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified paragraph 7, Compliance, above.

J. Indirect Costs. No indirect or administrative costs will be charged to this award.

K. Conflict of Interest. Per [N.C.G.S. § 143C-6-23\(b\)](#), Recipient is required to file with Grantor a copy of Recipient's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Grantor may disburse any grant funds.

In conjunction with providing the conflict of interest policy to Grantor, Recipient must disclose in writing to Grantor, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of this grant award.

This includes Recipient's responsibility to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when

the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient. All Recipients must disclose in writing to Grantor, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, Recipient must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

L. Recipient must have an acceptable local travel regulation plan or accept the state travel regulations. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall not exceed state rates and must be supported by documentation. International travel is not be eligible under this MOA.

9. **Funding**

Pursuant to N.C.G.S 143C-1-1, the Recipient understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, Grantor will pay for services and goods acquired and obligated on or before the notice of agreement termination.

10. **Taxes**

Recipient shall be considered to be an independent Recipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the Recipient under this grant.

11. **Warranty**

Recipient will hold Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any

rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. **State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M**

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every non-state entity (including non-profit organizations, counties and local governments) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year.

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for Recipients to meet these requirements: <https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

Level I (Less than \$25,000)

A grantee receiving less than \$25,000 (combined) in State or Federal pass through funds must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of Less than \$25,000.
- Level I form and reporting instructions are available on the above website.

Level II (\$25,000 - \$499,999)

A grantee that receives between \$25,000 - \$499,999 (combined) in State or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Schedule of Receipts and Expenditures.
- Program Activities and Accomplishments Reports.
- Level II form and reporting instructions are available on the above website.

Level III (\$500,000 - \$749,999)

A grantee that receives a combined \$500,000 or more in State funding or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.

- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. See paragraph 15 below for audits.

Level III Continued (\$750,000+)

A grantee that receives a combined \$750,000 or more in funding from all Federal funding sources, even those passed through a state agency must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end:
- Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
- Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
- Make copies of the single audit available to the public. See paragraph 15 below for audits.

13. Audit Requirements

Per 09 NCAC 03M.0205, a Recipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the Recipient's fiscal year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If Recipient is a unit of local government in North Carolina, Recipient may also be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Recipient and are subject to change (*see* [Local Government Commission](#) for more information).

14. Points of Contact (POC)

To provide consistent and effective communication between Recipient and Grantor, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantor contact shall be the Grants Manager listed on the NoFO or as amended. Recipient POC shall be the person designated by the Recipient.

Recipient is required to keep Grantor informed of any changes in POC over the course of the period of performance. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

15. **Public Records Access**

All information maintained by Grantor in connection with this MOA and grant award is subject to the [North Carolina Public Records Act](#), Chapter 132 of the North Carolina General Statutes and is subject to [public records requests](#) through NCDPS.

16. **Contracting/Subcontracting**

If Recipient contracts/subcontracts any or all purchases or services under this MOA, then Recipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Recipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold Grantor harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. If Recipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to Grantor. A contractual arrangement shall in no way relieve Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

17. **Situs**

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

18. **Antitrust Laws**

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

19. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

20. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

21. Modification

This MOA may be amended only by written amendments duly executed by Recipient and Grantor.

22. Termination

Either party, upon sixty (60) days advance written notice to the other, may terminate this MOA.

23. Scope of Work

Recipient shall implement the project as described in the approved project application. That application is hereby incorporated into this MOA in Appendix 2.

24. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award(MOA), properly executed on behalf of the Recipient, and upon execution of all parties to this MOA. The last signature shall be that of the Director of NC Emergency Management.

25. Certification of eligibility - Under the Iran Divestment Act

Pursuant to N.C.G. S§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran->

[divestment-Act-resources.aspx](#) and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, direct questions to (919) 814-3852.

26. **Attachments**

All attachments to this Agreement are incorporated as if set out fully herein.

A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.

B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:

- i. Appendix 1 - Notice of Funding Opportunity (NoFO)
- ii. Appendix 2 - Scope of Work or Grant Application
- iii. Appendix 3 - Award letter
- iv. Appendix 4 – Required Documentation for Reimbursement Request.

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective upon signature of all parties with the signature of the Director of Emergency Management establishing the effective date.

**NC Department of Public Safety
Division of Emergency Management**

**1636 Gold Star Drive
Raleigh NC 27607**

By: _____

Date: _____

William C. Ray
Director NC Emergency Management

APPROVED AS TO FORM:

By: _____

Date: _____

William Polk
Department of Public Safety
Deputy General Counsel

City of Sanford

**225 E Weatherspoon Street; PO Box 3729
Sanford, NC 27331**

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

Appendix 1

21 February 2022

NOTICE OF FUNDING OPPORTUNITY (NOFO): North Carolina Emergency Management (NCEM) Emergency Management Disaster Relief and Mitigation Fund

NCEM is now accepting Applications for grants funded thru the Emergency Management Disaster Relief and Mitigation Fund. Eligible applicants are State agencies, units of local government, and nonprofit corporations for use for flood mitigation efforts. Applications must be received by NCEM no later than Close of Business (5pm) on **31 March 2022**.

Who?

The State is seeking applications for Emergency Management Disaster Relief and Mitigation Grants. State Agencies, Local governments (municipal/county/state-recognized tribal) and nonprofit corporations may submit projects to the Emergency Management Long-Term Recovery Group who will convene a panel to score the projects. Nonprofit corporation projects are limited to nonsectarian or nonreligious purposes which address such items in the section below.

What?

Funds can be used for:

- (1) Flood mitigation efforts that stabilize areas and reduce future damage or
- (2) Predevelopment assistance to provide small and underserved communities with technical assistance to identify and design shovel-ready projects related to disaster relief and flood mitigation.

Total available funding for this grant program is \$15,000,000 with the anticipated number of grants available between 5-30. Projects can be 100% funded with no cost share and are paid on a reimbursement basis.

Proposals are expected to fully explain how the project will affect the community and mitigate against future damage.

Eligible Project Examples (not intended to be a full list but may help applicant to identify possible needed projects):

- Construction of new or improvement of existing owned stormwater infrastructure, including natural drainage infrastructure and flood control equipment.
- Repair of existing stormwater infrastructure damaged or destroyed by flooding, which must include improvements to mitigate against future flooding.
- Engineering expenses related to planning and implementation of flood mitigation solutions.
- Elevation of buildings, elevation of controls or other improvements of water or sewer infrastructure, or other related projects to protect the infrastructure from flooding.
- Stream gauges and flood warning systems

Where?

Applications must be submitted in full to the following email address: NCEMLTR.grant@ncdps.gov. Applications will be reviewed for completeness with completed applications scored and ranked.

When?**Key Target Dates:**

21 February 2022	NOFO Released
31 March 2022	Application Deadline
30 April 2022	NC Review Panel Scoring completed
15 May 2022	Selected Applicants Begin to be Notified
May-July 2022	Complete and Sign grant agreements

How?

The Period of Performance (POP) is up to 36 months, starting on the date of the recipient's award. This process starts with the application referenced below.

Application/Submission Information and Instructions

Application deadline 31 March 2022 (5:00PM)

Application to be submitted to NCEMLTR.grant@ncdps.gov with subject line "Applicant name - NCEM Disaster Relief & Mitigation Grant"

Application email should include a pdf attachment organized based on the following 6-point outline. Please make sure that you address each number below as completeness will be used as part of the selection (scoring weight in brackets):

- 1) Applicant Name, Address, Contact Information, and Project Name. Nonprofit corporations should also include the "Certificate of Existence from the NC Secretary of State, bylaws, and documentation to support ownership or right for project specific facility. (10)
- 2) General description of the Project (15)
- 3) Describe how the project mitigates future damage or flooding include impact on community. (35)
- 4) Scope of Work (SOW) and cost estimate for the project to achieve #3 above, including an understanding of how the estimate was achieved. (20)
- 5) Timeline from approval of Grant to project completion. (10)
- 6) How and who will manage the project if awarded and their qualifications. (10)

Characteristics of competitive proposals include:

- Efforts to mitigate against frequent flooding, including hazards with a frequency beyond a hurricane or other named storm.
- Clear benefit for residents, businesses, and other entities within a community with priority on those where flooding poses a risk for life, health, and safety.
- A demonstrated likelihood of success and feasibility demonstrated by reports, engineering reports and analysis by professional engineers, etc.
- A current (within the last six months) estimate of probable cost or another similar document
- Linked to a comprehensive stormwater assessment or planning effort with community support.
- Sustainable outcomes that can be maintained following use of funds.

- A reasonable strategy for implementation.

For more information, contact:

Joe Stanton – Assistant Director Long-term Recovery	Joe.Stanton@ncdps.gov	919-218-6325
Jeff Welker – Grants Manager	Jeffrey.Welker@ncdps.gov	984-222-4159

Projects that are selected will require applicants to sign a Grant Agreement (MOA) and will be expected to comply with the terms of the agreement, including reporting and interim and final inspections as necessary or risk timely payment or funding. Also, applicants will be required to submit the below listed OSBM required documents/forms with the signed MOA if awarded a grant under this fund:

- [W-9 \(09 NCAC 03M .0202\)](#)
- [Electronic Payment / Vendor Verification Form \(09 NCAC 03M .0202\)](#)
- [Conflict of Interest Policy \(G.S. 143C-6-23.\(b\)\)](#)
- [Sworn \(Notarized\) No Overdue Tax Debt Certification \(G.S. 143C-6-23.\(c\)\)](#)

Appendix 2

City of Sanford, NC
Application for
NC Department of Public Safety
NC Emergency Management Disaster Relief and Mitigation Fund Grant
Little Buffalo Creek Flood Mitigation and Stream Restoration Design Project

Project Narrative

I. Applicant Information

City of Sanford, NC
P.O. Box 3729
Sanford, NC 27331
919-777-1112
T. Chet Mann, Mayor
Chet.mann@sanfordnc.net
Phillip (Hal) Hegwer, City Manager
Hal.hegwer@sanfordnc.net

II. Project Description

The City of Sanford is requesting grant funding assistance from the NC Department of Public Safety under the NC Emergency Management Disaster Relief and Mitigation Program to add two box culverts where the Little Buffalo Creek crosses under Weatherspoon Street. Currently, there are two 8 ft. X 10 ft. box culverts under Weatherspoon Street through which the Little Buffalo Creek flows. Over time, the amount of storm water and sediment has increased resulting in stormwater to back up at Weatherspoon Street, resulting in subsequent flooding. The increased flow has now reached a point where additional flow capacity is needed. The proposed solution is to add two new 5 ft. X 10 ft. box culverts to accommodate the additional storm water flow.

The addition of the two new box culverts is a critical component of a larger stream restoration project the City is planning to undertake on Little Buffalo Creek. In addition to funds for the installation of the box culverts, funds are included in the project budget to undertake the planning and design of the overall stream restoration project.

According to Freese and Nichols' Stream Restoration engineer: *The main concept is that the natural channel design will incorporate an increase in flood capacity by 2 methods: 1) increases in conveyance area on the floodplain each side of the geomorphic channel and 2) a natural channel design fundamentally accounts for both sediment loading and flood flows, which provides a long-term stable channel that*

maintains the intended flood conveyance by moving sediment through the stream reach. With traditional channel designs that solely focus on flow capacity, the sediment load from upstream usually fills in the intended flood channel and ultimately causes a loss of design capacity.

III. Future Flood Mitigation and Community Impact

Little Buffalo Creek is a natural waterway that runs through the City of Sanford. While not a navigable waterway, the Creek provides a critical means of collecting and moving storm water from the downtown area. Stormwater collected by Little Buffalo Creek is carried to Deep River and then on to the Cape Fear River.

This area consists of residential homes, as well as retail and commercial businesses. A substantial number of residential households are low to moderate-income. Over the years, this area of the City has experienced significant flooding during moderate to heavy rain events. The mitigation activities proposed in this project will provide a tremendous benefit to the residents and businesses located in proximity to the Little Buffalo Creek flood plain.

In the early planning stages of this project, the City engaged the services of the WithersRavenel Engineering firm to provide a flood impact study. The attached map depicts the Little Buffalo Creek drainage area and flood plain delineations, both existing and projected after the additional box culverts are installed under Weatherspoon Blvd. As depicted on the attached project area map the 100-year flood plain will be significantly reduced, thus removing a number of houses and commercial structures out of the flood plain, minimizing risks of future flooding.

Further, the City has had many discussions and informational meetings with the membership of Downtown Sanford, Inc., a NC Main Street Community, regarding the needed improvements and restoration of Little Buffalo Creek. Representing over sixty-five local businesses in downtown Sanford, the organization's Board of Directors has wholeheartedly endorsed and encouraged the City to undertake these critically needed improvements to Little Buffalo Creek. Once complete, this project will have a long-lasting positive impact on the continued viability of these businesses.

The installation of the two additional box culverts combined with the eventual stream restoration activities for Little Buffalo Creek will be sustainable in the future with regular maintenance of the creek banks and removal of unnecessary brush that will likely grow without regularly scheduled mowing and/or clearing. These activities undertaken by the City will ensure the sustainability of the waterway and its intended long-term function as a stormwater drainage system.

IV. Scope of Work (Sections IV and V shown below)

V. Project Schedule

The Little Buffalo Creek Flood Mitigation and Stream Restoration Project will entail the following Scope of Work and approximate completion dates. Completion dates are based on the estimated grant award date of May 15, 2022.

Project Scope of Work and Timeline:

Project Component	Responsible Entity	Target Completion Date
Project Design - Box Culverts	Freese and Nichols	September 30, 2022
Project Design - Stream Restoration Project	Freese and Nichols	October 31, 2022
Project Construction Bid Package - Box Culverts	Freese and Nichols	November 30, 2022
Construction Contract Award- Box Culverts	City of Sanford	January 31, 2023
Construction Complete	Contractor	April 30, 2023
Project Closeout	City of Sanford	June 30, 2023

Little Buffalo Creek Flood Mitigation and Stream Restoration Design Project Budget

Project Component	Budget Amount
Stream Restoration Design	\$108,000.00
Culvert Design	\$54,000.00
Culvert Installation	\$600,000.00
Permitting	\$59,700.00
Surveys	40,000.00
Contingency	\$258,510.00
Cost Escalation Factor (3%)	\$33,606.00
Total Grant Request Amount	\$1,153,816.00

An Opinion of Probable Construction Costs (OPCC) was prepared by Freese and Nichols Engineers on March 30, 2022, providing the basis for the feasibility of this project. The proposed culvert installations and eventual stream restoration were deemed to be the most cost-effective alternatives with the highest degree of sustainable resiliency for continued control and prevention of significant flooding in the future. A copy of the OPCC is included in the section labeled Attachments.

VI. Project Management

The project will be managed through a contract with Freese and Nichols Engineers. Freese and Nichols is based out of Fort Worth, TX and has twenty-eight offices nationwide, with over 950 employees. This project has been designed and will be managed

out of their Winston-Salem, NC office. Freese and Nichols will be responsible for project design; on-site construction observation; verification of work completed and stored materials; verification of all contractor Request for Payments; preparation of change orders, if necessary; and final inspections. The engineer will also conduct monthly construction progress meetings with the contractor, the City and affected utilities and state agencies.

The City of Sanford will manage communications with the NC Department of Public Safety for financial and reporting matters, as well as coordinating interim and final inspections.

VII. Attachments

- a. Project Opinion of Probable Costs
- b. Project Area Flood Plain Map

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VII. Attachments

- a. Project Opinion of Probable Costs
- b. Project Area Flood Plain Map



Innovative approaches
Practical results
Outstanding service

OPINION OF PROBABLE CONSTRUCTION COST

PROJECT NAME	Little Buffalo Creek	DATE	3/30/2022
CLIENT	Town of Sanford	GROUP	1182
% SUBMITTAL	Conceptual Cost Estimate	PM	Emily Brown

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
EDB	MC	Grant Application

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
------	-------------	----------	------	------------	-------

SUBHEADER 1					
1	Stream Restoration Design	2700	LF	\$ 40.00	\$ 108,000
2	Culvert Design	60	LF	\$ 900.00	\$ 54,000
3	Culvert Installation	1	EA	\$ 600,000.00	\$ 600,000
4	Permitting	1	LS	\$ 59,700.00	\$ 59,700
5	Survey	1	LS	\$ 40,000.00	\$ 40,000
6		0	0	\$ -	\$ -
7		0	0	\$ -	\$ -
8		0	0	\$ -	\$ -
9		0	0	\$ -	\$ -
10		0	0	\$ -	\$ -
11		0	0	\$ -	\$ -
12		0	0	\$ -	\$ -
13		0	0	\$ -	\$ -
14		0	0	\$ -	\$ -
15		0	0	\$ -	\$ -
16		0	0	\$ -	\$ -
17		0	0	\$ -	\$ -
18		0	0	\$ -	\$ -
19		0	0	\$ -	\$ -
20		0	0	\$ -	\$ -
SUBTOTAL					\$ 861,700
CONTINGENCY					30% \$ 258,510

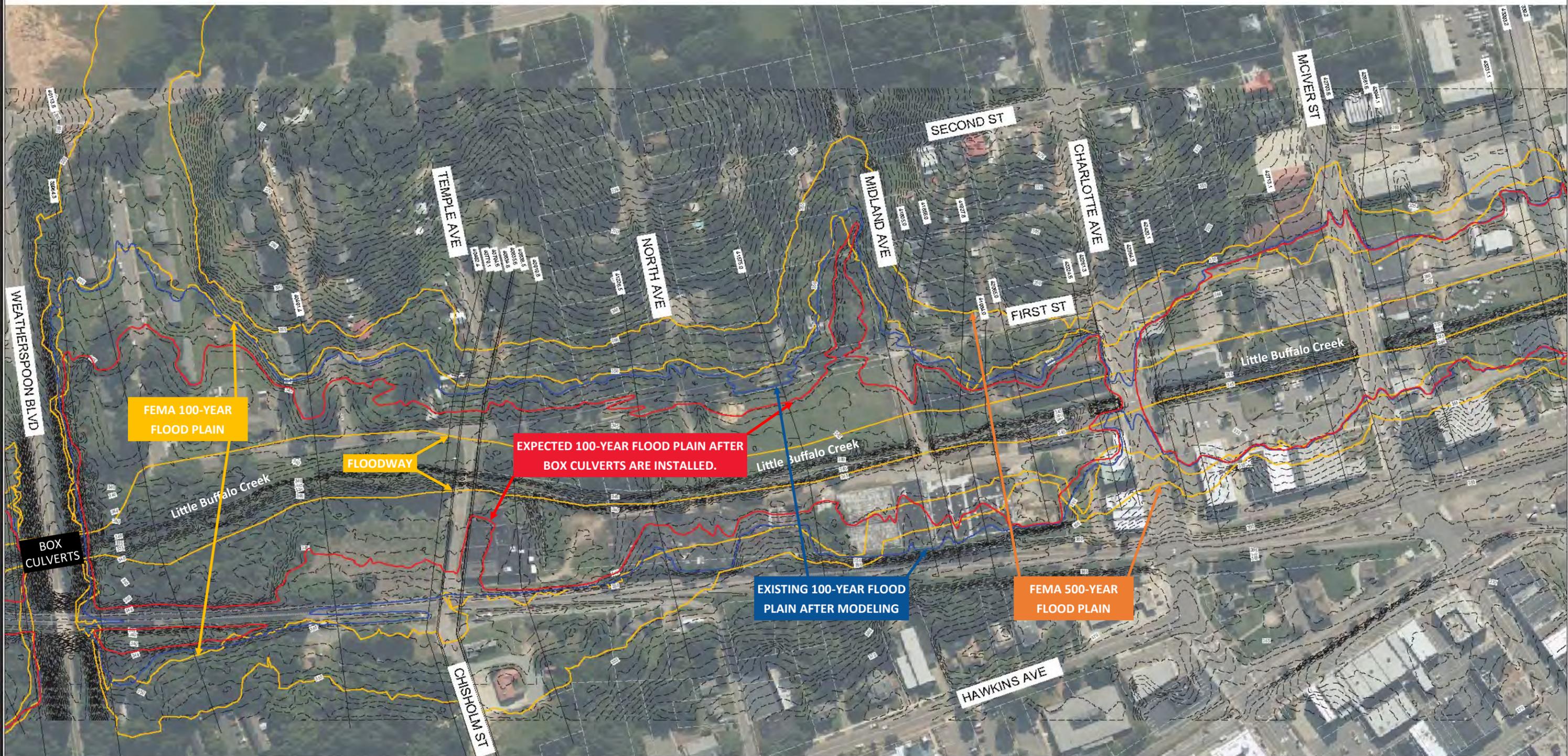
PROJECT TOTAL (2022 COSTS)	\$ 1,120,210
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COST ESCALATION FACTOR	3.0%	\$ 33,606
PROJECT TOTAL (2023 COSTS)		\$ 1,153,816

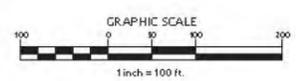
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

NOTES:

- 1 FNI OPCC classified as an AACE Class 5 Estimate with accuracy range or -30 to + 50.
- 2 FNI OPCC does not include costs associated with FEMA CLOMR/LOMR permits.



- FEMA FLOODLINES
- EXISTING 100 YR FLOODLINE
- SCENARIO 100 YR FLOODLINE



No.	Revision	Date	By

Drawn by	
Checked by	
Date	12/10/2021
Scale	AS SHOWN
	022 10 904

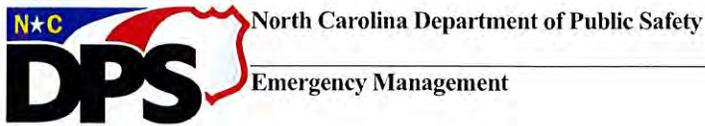
LITTLE BUFFALO CREEK
 SANFORD LEE COUNTY NORTH CAROLINA

SCENARIO 1 - UPSIZE WEATHERSPOON


WithersRavenel
 Engineers | Planners | Surveyors
115 MacKenzie Drive | Cary, NC 27511 | t 919.469.3340 | license # G-0832 | www.withersravenel.com

Sheet No.

Appendix 3



Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

June 8, 2022

Emergency Management Disaster Relief and Mitigation Grant
North Carolina Appropriations – Senate Bill 105, Sections 5.2(a-d), and Section 5.9(a)(3)

Mr. Phillip (Hal) Hegwer
City Manager
City of Sanford
P.O. Box 3729
Sanford, NC 27331

Period of Performance: **7/1/2022 to 12/31/2023**
Project Title: **Little Buffalo Creek MIT**
Total Amount of Award: **\$1,153,816**
MOA #: **NCEM-DRMG1026**

Dear Mr. Hegwer,

North Carolina Emergency Management (NCEM) is pleased to inform you that your grant application for the Emergency Management Disaster Relief and Mitigation Fund has been selected for funding up to the amount shown above. The final selection is conditioned on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter to NCEMLTR.grant@ncdps.gov. The following completed documents must accompany the return of the MOA:

- [W-9 \(09 NCAC 03M .0202\)](#)
- [Electronic Payment / Vendor Verification Form \(09 NCAC 03M .0202\)](#)
- [Conflict of Interest Policy \(G.S. 143C-6-23.\(b\)\)](#)
- [Sworn \(Notarized\) No Overdue Tax Debt Certification \(G.S. 143C-6-23.\(c\)\)](#)

Payment of funds: The grant shall be effective upon final approval of the MOA by NCEM. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) per the terms of the MOA.

Conditions: Recipient agrees that funds will only be expended to complete the approved project not to exceed the funding amount during the designated period of performance. Recipient also agrees to comply will all terms, conditions and responsibilities specified in the MOA, and to comply with all applicable federal, state, and local laws, rules, and regulations in the performance of this grant.

Supplanting: Recipient confirms that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for this project.

Mailing Address:
4236 Mail Service Center
Raleigh, NC 27699-4236
www.ncdps.gov
www.ReadyNC.gov

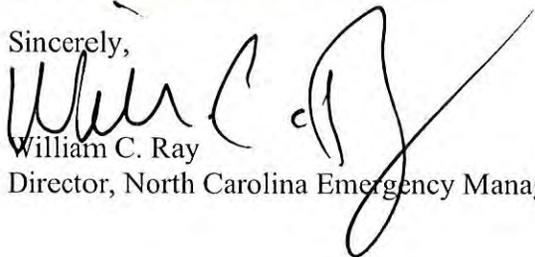


Office Location:
1636 Gold Star Drive
Raleigh, NC 27607
Phone: 919-825-2500
Fax: 919-825-2685

THIS AWARD IS SUBJECT TO FINAL APPROVE BY NCDPS.

If you have any questions please contact Jeff Welker, NCEM Long-Term Recovery at 984-222-4159 or Jeffrey.Welker@ncdps.gov.

Sincerely,



William C. Ray

Director, North Carolina Emergency Management

Appendix 4

Quarterly Progress Report – Form LTR002/2022
Request for Reimbursement - Form LTR003
Summary of Documentation (SOD) – Form LTR001

Recipient should submit a single pdf with the above forms and all supporting information including invoices, proof of payment, bid documentation and contracts as necessary. PDF file should be ordered as follows:

1. Request for Reimbursement Form
2. Current Quarterly Progress Report Form
3. Summary of Document Form (SOD)
4. Supporting documentation in order as they appear on SOD. Please order invoices and matching checks together within the pdf.
5. Any Insurance documents, permits, or pictures of work progress as necessary or supportive.

**North Carolina Division of Emergency Management
Long Term Recovery Grant Program
QUARTERLY PROGRESS REPORT**

Progress Report Period: _____ to _____

Project Title: _____ MOA #: _____

Applicant: _____

Address: _____ County: _____

Contact Person: _____ Title: _____

Phone #(s): _____ Email Address: _____

Total Project Expenditures to Date: \$ _____

1. Date of Project Approval:

2. Start Date of the Project:

3. Percent of Work Completed to Date: _____ %

4. Anticipated Completion Date:

5. Actual Completion Date:

6. Summary of progress on project for this report period: *(Provide narrative summary on a monthly basis and relate activities to project budget.)*

7. Anticipated cost over-run/under-run: \$

8. Problems encountered:

9. Status: *(Please check pertinent information).*

- Project Status
- (1) Project on schedule
 - (2) Project completed
 - (3) Project delayed
 - (4) Project canceled

- Project Cost Status
- (1) Cost unchanged
 - (2) Cost overrun
 - (3) Cost under-run

Request for Reimbursement (RFR)

Form LTR003

Grantee: _____ Identification Number: _____

Mailing Address: _____ City, Zip: _____

MOA Grant #	Grant Amount \$	Previous Payments \$	Current RFR	SOD and supporting Docs attached (Y/N)*	State Approvals	
					Office Use only (GM approval)	Comment
Total of Current Request						

* SOD and Supporting documentation are required for all Requests for Reimbursements and need attached to the pdf of this request.

I certify that the above expenditures are accurate and in compliance with the associated MOA.

Authorized Representative: _____

Signature: _____

Date: _____

**AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET
OF THE CITY OF SANFORD FY 2022-2023**

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 2022-47 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 2022-2023.

**UTILITY FUND
APPROPRIATION OF FUNDS**

<u>REVENUES</u>		<u>EXPENDITURES</u>	
300945 54000 Retained Earnings	40,000	30096650 000 Contribution Capital Project	40,000
Total Appropriation	<u>\$ 40,000</u>		

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

ADOPTED this, the 12th day of July, 2022.

ATTEST:

T. Chet Mann, Mayor

Bonnie Davis, City Clerk

2022-2023 BUDGET ORDINANCE AMENDMENT

UTILITY FUND

Appropriation of Funds - results in increasing of budget

REVENUES

Retained Earnings	40,000	To appropriate retained earnings for item described below
-------------------	--------	---

EXPENDITURES

Contribution Capital Project	40,000	To budget funds for Little Buffalo Creek Stream Restoration for grant administration
------------------------------	--------	--

GRANT PROJECT ORDINANCE

LITTLE BUFFALO CREEK STREAM RESTORATION

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

Section 1: The project authorized is for planning and design of the overall Little Buffalo Stream restoration project. This project is to be financed through grant funds and/or reserves.

Section 2: The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, and the budget contained herein.

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

Little Buffalo Creek Stream Restoration	\$	1,153,816
Grant Administration	\$	40,000

Section 4: The following revenues are anticipated to be available to complete this project:

State Grant Funds	\$	1,153,816
Contribution from Utility Fund	\$	40,000

Section 5: The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements of the loan documents.

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

Section 7: The Finance Officer is directed to report, 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 grant project ordinance shall be furnished to the Clerk to the City Council and the Finance Officer for direction in carrying out this project.

ADOPTED this, the 12th day of July, 2022

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

City of Sanford

Emergency Management Disaster Relief and Mitigation Fund Grant

Conflict of Interest Policy

The purpose of the following policy and procedures is to prevent the personal interest of staff members, officers, and directors of the City of Sanford from interfering with the performance of their duties to the City of Sanford, or resulting in personal financial, professional, and/or political gain on the part of such persons at the expense of the City of Sanford.

Definitions: Conflict of Interest (also Conflict) means a conflict, or the appearance of a conflict between the private interests and official responsibilities of a person in a position of trust. Persons in a position of trust include staff members, officers, and directors of the City of Sanford. Governing Board (also board) means the board of directors. Director means an individual member of the board of directors. Staff member means a person who receives all or part of his/her income from the payroll of the City of Sanford.

Policy:

1. Full disclosure, by notice in writing or during public meeting, shall be made by the interested parties to the full Board of Directors in all conflicts of interest, including but not limited to the following:
 - a) A director is related to another director.
 - b) A director is related to a staff member.
 - c) A director is also a staff member.
 - d) A staff member in a supervisory capacity is related to another staff member whom he/she supervises.
 - e) A director or staff member receives payment from the City of Sanford for any contract, subcontract, goods, or services other than as part of his/her regular job responsibilities or as reimbursement for reasonable expenses incurred as provided in the bylaws and board policy.
 - f) A director or staff member is a member of the governing body of a contributor to the City of Sanford.
 - g) A director or staff member may have personal, financial, professional, or political gain at the expense of the City of Sanford.
 - h) A director or staff member engages in activities that may cause a loss of public credibility in the City of Sanford or create a public impression of impropriety.
2. Following full disclosure of a possible conflict of interest or any condition listed above, the board of directors shall determine whether a conflict of interest exists and, if so, the board shall vote to authorize or reject the transaction and/or condition. Both votes shall be by a majority vote without counting the vote of any interested director, even if the disinterested directors are less than a quorum, provided that at least one consenting director is disinterested.
3. An interested director, officer, or staff member shall not participate in any discussion or debate of the board of directors, or of any committee thereof, in which the subject of discussion is a contract, transaction, or situation in which there may be a conflict of interest.
4. No director, officer, or staff member shall participate in the selection, award, or administration of a procurement transaction in which federal or state funds are used, where to his/her knowledge, any of the following has a financial interest in that transaction: (1) the staff member, officer, or director; (2) any member of his/her immediate family; (3) his/her partner; (4) an organization in which any of the above is an officer, director, or employee; or (5) a person or organization with whom any of the above is negotiating or has any arrangement concerning prospective employment.
5. Existence of any of the above-listed conditions shall render a contract or a transaction voidable unless full disclosure of personal interest is made in writing to the board of directors and such transaction was approved by the board in full knowledge of such interest.
6. The disinterested directors are authorized to impose by majority vote other reasonable sanctions as necessary to recover associated costs against a director, officer, or staff member for failure to disclose a conflict of interest as described in Paragraph 1 or for any appearance of a conflict.
7. Appeal from sanctions imposed pursuant to Paragraph 5 and 6 above shall be prescribed by law in those courts of the State of North Carolina with jurisdiction over both the parties and the subject matter of the appeal.

- 8. In the event that the City of Sanford has incurred costs or attorney fees as a result of legal action, litigation, or appeal brought by or on behalf of an interested director or staff member due to a conflict of interest and consequent sanctions and in the event that the City of Sanford prevails in such legal action, litigation, or appeal, the City of Sanford shall be entitled to recover all of its costs and attorney fees from the unsuccessful party.
- 9. A copy of this policy shall be given to all directors, officers, and staff members upon commencement of such person's relationship with the City of Sanford. Each board member, officer, and staff member shall sign and date the policy at the beginning of his or her term of service or employment and each year thereafter. Failure to sign does not nullify the policy.

Signed:

(signature)

(name printed)

(date)

CLIENT: *City of Sanford*

CONSULTANT *Hazen and Sawyer*
PROJECT: *Sanford Water Treatment Plant 30 MGD Expansion Engineering Design
and Bidding Services*
City Contract No. 220040

AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NO. 1

This Amendment No. 1 dated the _____ day of June, 2022 to the *Agreement for Professional Services City Contract No. 220040* ("the "Agreement") dated the 18th day of January 2022 is made and entered into between City of Sanford ("**OWNER**") and Hazen and Sawyer ("**ENGINEER**"), collectively, "the Parties".

WHEREAS, the Parties desire to amend the Articles of this Agreement by adding "**SCHEDULE C – CITY OF SANFORD FEDERAL REQUIREMENTS**".

ENGINEER will comply with the applicable Federal requirements as attached herein as Schedule C.

SCHEDULE C

City of Sanford Federal Requirements

All recipients of federally funded grants or federal assistance to support procurements must comply with the applicable provision of the Federal procurement standards 2 C.F.R. part 200. As result, firms awarded federally funded contracts by City of Sanford must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

1. **Definition:** *Firm* means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.
2. **Age Discrimination Act of 1975:** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, §6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
3. **Americans with Disabilities Act of 1990:** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§12101-12213).
4. **Equal Employment Opportunity:**
 - a. If this contract is a federally assisted construction contract exceeding \$10,000 all suppliers, contractors, subcontractors, consultants, and sub-consultants will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. All suppliers, contractors, subcontractors, consultants, and sub-consultants will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All suppliers, contractors, subcontractors, consultants, and sub-consultants shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 - b. All suppliers, contractors, subcontractors, consultants, and sub-consultants will, in all solicitations or advertisements for employees placed by or on behalf of the contract, state

that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- c. All suppliers, contractors, subcontractors, consultants, and sub-consultants will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. All suppliers, contractors, subcontractors, consultants, and sub-consultants will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. All suppliers, contractors, subcontractors, consultants, and sub-consultants will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or other of the Secretary of Labor, or as otherwise provided by law.
 - g. All suppliers, contractors, subcontractors, consultants, and sub-consultants will include the portion of the sentence immediately preceding paragraph (a) and the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
5. **Byrd Anti-Lobbying Amendment:** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Byrd Anti-Lobbying Amendment*, 31 U.S.C. §1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of an agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress, in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. **Civil Rights Act of 1964 – Title VI:** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
7. **Civil Rights Act of 1968:** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the Civil Rights Act of 1968, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. §3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units – i.e., the public and common use areas and individual apartments units (all units in buildings with elevators and ground-floor units in buildings without elevators) – be designed and constructed with certain accessible features (See 24 C.F.R. §100.201).
8. **Clean Air Act and Federal Water Pollution Control Act (Clean Water Act):** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. §7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).
9. **Contract Work Hours and Safety Standards Act:** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. §3701-3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. §3702-3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
10. **Copeland “Anti-Kickback” Act:** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

11. **Davis-Bacon Act:** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Davis-Bacon Act, as amended (40 U.S.C. §3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. §3141-3144, and §3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
12. **Debarment and Suspensions:** All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
13. **Solicitation of minority and women-owned business enterprises:** All suppliers, contractors, subcontractors, consultants, and sub-consultants shall: (1) place qualified small and minority businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; (5) use the services and assistance, as appropriate of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
14. **Drug-Free Workplace Regulations:** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), which requires agreement to maintain a drug-free workplace.
15. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX:** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.
16. **Energy Policy and Conservation Act:** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. §6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
17. **Fly America Act of 1974:** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the

International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

18. **Hotel and Motel Fire Safety Act of 1990:** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225.
19. **Limited English Proficiency (Civil Rights Act of 1964, Title VI):** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
20. **Patents and Intellectual Property Rights:** Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. §200 et seq. All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. §401.14.
21. **Procurement of Recovered Materials:** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
22. **Terrorist Financing:** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.
23. **Trafficking Victims Protection Act of 2000:** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. §7104). The award term is located at 2 C.F.R. §175.15, the full text of which is incorporated herein by reference in the standard terms and conditions for federally-funded procurements.
24. **Rehabilitation Act of 1973:** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. §794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be

excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- 25. Universal Identifier and System of Award Management (SAM):** All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at C.F.R. Part 25, Appendix A, the full text of which is incorporated herein by reference in the standard terms and conditions for federally funded procurements.
- 26. USA Patriot Act of 2001:** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c.
- 27. Whistleblower Protection Act:** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. §2409, 41 U.S.C. §4712 and 10 U.S.C. §2324, 41 U.S.C. §§4304 and 4310.
- 28. Termination Provisions:** The City of Sanford may terminate any resulting contract should the Contractor fail to abide by its requirements.
- 29. Legal Remedies Provisions:** In instances where the Contractor violates or breaches contract terms the City shall use such sanctions and penalties as may be appropriate.
- 30. Conflict of Interest Provisions:** Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agent, no member of the government body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter shall have any financial interest, direct or indirect, in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.
- 31. Access to Records and Record Retainage:** In general, all official project records and documents must be maintained during the operation of this project and for a period of five (5) years following close out.

The City of Sanford, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Administering Agency which are pertinent to the execution of the Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

- 32. Domestic Procurement Preference:** As appropriate and to the extent consistent with law, the City of Sanford's Supplier should, to the greatest extent practicable under a

federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- 33. Telecommunications Huawei/ZTE Ban:** 2 C.F.R. §200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufactures Huawei and ZTE.
- 34. Changes and modifications to contract:** For contracts to be eligible for federal assistance, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of work, without breaching the contract, by submitting a request for change order to the appropriate City Employee.
- 35. Compliance with federal laws, regulations, and executive orders:** All suppliers, contractors, subcontractors, consultants, and sub-consultants will comply with all applicable federal laws, regulations, executive orders, procedures, and directives.
- 36. Federal government hold-harmless:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, contractor, or any other party pertaining to any matter resulting from the contract.
- 37. Fraud and False Statements:** All suppliers, contractors, subcontractors, consultants, and sub-consultants acknowledge that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the suppliers, contractors, subcontractors, consultants, and sub-consultant's actions pertaining to this contract.
- 38. Miscellaneous:**
- a. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), City of Sanford encourages all suppliers, contractors, subcontractors, consultants, and sub-consultants to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
 - b. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), City of Sanford encourages all suppliers, contractors, subcontractors, consultants, and sub-consultants to adopt and enforce policies that ban text messaging while driving.

CONTRACTOR:

By: *Z. Michael Wang*

Name: Z. MICHAEL WANG

Title: Vice President

CITY OF SANFORD:

By: _____

Name: _____

Title: _____

ATTACHMENT 1

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member or Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Hazen and Sawyer, DPC, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Z. Michael Wang
Signature of Contractor's Authorized Official

Z. MICHAEL WANG / VP
Name and Title of Contractor's Authorized Official

6/7/2022
Date

OWNER and **ENGINEER** hereby agree to modify the Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this Amendment remain in effect.

This Amendment may be executed in counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized officers or partners and is made effective the latest date and year written below.

City of Sanford, NC

Hazen and Sawyer

By:

Name Date
Title: _____

By:

 6/7/2022
Z. Michael Wang, P.E. Date
Vice President

Witness Date

 6/7/22
Witness Date

This disbursement has been approved as required by the Local Government Budget and Fiscal Control Act.

Finance Officer, Sanford North Carolina Date