

**CITY COUNCIL AGENDA  
225 EAST WEATHERSPOON STREET  
SANFORD, NORTH CAROLINA  
AUGUST 21, 2018 6:00 P.M. COUNCIL CHAMBERS**



1. **MEETING CALLED TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT**
5. **APPROVAL OF AGENDA**
6. **CONSENT AGENDA**
  - A. Approval of Resolution Authorizing the City Council to Enter Into a Second Amendment to PCS Site Agreement which is a Five-Year Lease with Four Five-Year Renewals with SprintCom, Inc. (Pages 3-10)
  - B. Approval of Resolution Authorizing Sanford ABC Board's Adoption of Travel Policy of the City of Sanford as the Travel Policy of the Sanford ABC Board (Page 11)
  - C. Approval of Temporary Increase of Head Count by Three in Fire Department to Replace Three Retiring Employees (Page 12)
  - D. Approval of Contract with State Code Enforcement, Inc., for Assistance with Minimum Housing Code Enforcement (Page 13)
7. **SPECIAL AGENDA**
8. **CASES FOR PUBLIC HEARINGS**
  - A. Public Hearing to Consider a Text Amendment to the Unified Development Ordinance, Article 4 Permitted Use Matrix, to remove "civic, social, and fraternal organizations, including community halls, reception halls, wedding halls, for assembly and recreation" as a permitted use within the Central Business District (CBD) Zoning District of the Special Tax District in Downtown Sanford (Pages 14-20)

- B. Public Hearing Relative to Application by the City of Sanford for Funding Under the Housing and Community Development Act of 1974, as Amended
  - Consider Resolution Agreeing to Certain Conditions and Authorizing the City Manager as the Authorized Official (Pages 21-22)

9. **DECISIONS ON PUBLIC HEARING**

10. **REGULAR AGENDA**

- A. Consider Quarterly Financial Update (Page 23)
- B. Update from Sanford Area Growth Alliance on DCI Marketing (Page 24)

11. **NEW BUSINESS – (Items for discussion and action will be taken only if necessary).**

- A. Consider Approval of Request by Progressive Contracting Company, Inc., to lease Office C in Suite 304, of the Sanford Buggy Company Building (Pages 25-26)
- B. Consider Community Development Project Ordinance Amendment (Page 27)
- C. Consider Appointment to Americans with Disabilities Act (ADA) Compliance Committee (Page 28)

12. **OTHER BUSINESS**

13. **ADJOURNMENT**

**A RESOLUTION AUTHORIZING  
THE CITY COUNCIL TO ENTER INTO A  
SECOND AMENDMENT TO PCS SITE AGREEMENT WHICH IS A  
FIVE YEAR LEASE WITH FOUR FIVE-YEAR RENEWALS  
WITH SPRINTCOM, INC.**

WHEREAS, G. S. 160A-272 authorizes the City Council to lease property; and

WHEREAS, SprintCom, Inc., has requested to enter into a second amendment to PCS Site Agreement which is a five year lease with four five-year renewals for a communication antenna on the City of Sanford water tank and a utility shed located at 5000 Colon Road, Lee County, North Carolina, being a portion of a tract of land with PIN # 9656-01-7639-00; and

WHEREAS, the City Council has determined that said property is not necessary for its needs during this time; and

WHEREAS, the City Clerk published a public notice in the Sanford Herald on July 20, 2018, describing the property to be leased, stating the monthly rental payments, and announcing the Council's intent to authorize the lease at the August 21, 2018 regular meeting;

NOW THEREFORE, BE IT RESOLVED by the City Council meeting in regular session:

1. The City Council has determined that the property is not necessary to its needs during the term of the lease.
2. That the City Council is authorized to enter into the attached second amendment to PCS Site Agreement which is a lease with SprintCom, Inc.
3. That the City Manager and City Clerk are duly authorized to execute the attached agreement/lease.

This the 21<sup>st</sup> day of August, 2018.

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

ATTEST:

\_\_\_\_\_  
Vicki R. Cannady, Deputy City Clerk

Approved as to form:

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

**SECOND AMENDMENT TO PCS SITE AGREEMENT**

This Second Amendment to PCS Site Agreement (this "Second Amendment"), effective as of the date last signed below ("Second Amendment Effective Date"), amends a certain PCS Site Agreement dated June 23, 1998, between SprintCom, Inc., a Kansas corporation ("Lessee"), and the City of Sanford, successor in interest to County of Lee ("Lessor"), as amended by First Amendment to PCS Site Agreement dated October 21, 2008 (collectively, the "Agreement").

**BACKGROUND**

WHEREAS, the Agreement is set to expire on June 22, 2018, and Lessee and Lessor desire to extend the term of the Agreement.

WHEREAS, Lessee and Lessor desire to modify certain provisions of the Agreement as provided below.

**AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. **Term.** The current term of the Agreement will expire on June 22, 2018. Notwithstanding anything to the contrary in the Agreement, commencing on June 23, 2018, the term of the Agreement is sixty (60) months ("New Initial Term"). The Agreement will be automatically renewed for four (4) additional terms of sixty (60) months each (each a "New Renewal Term"). Each New Renewal Term will be deemed automatically exercised without any action by either party unless Lessee gives written notice of its decision not to exercise any options to Lessor before expiration of the then current term. All references in the Agreement to Renewal Term shall include the New Initial Term and the New Renewal Terms.

2. **Modification to Rent.** Starting on the first day of the New Initial Term and on the first day of every month thereafter, Lessee will pay rent in advance in equal monthly installments of Three Thousand Forty-One and 75/100 Dollars (\$3,041.75). Rent for any partial months will be prorated based upon a 30-day month. Rent due for each New Renewal Term will be increased on the first day of each New Renewal Term by fifteen percent (15%) of the monthly installment of rent payable during the previous New Initial Term or New Renewal Term. If the New Renewal Term commences on any day other than the first day of a calendar month, then the rent will not be increased until the first day of the first calendar month following the commencement of each New Renewal Term.

Lessee's obligation to pay rent is contingent upon Lessee's receipt of an IRS-approved W-9 form setting forth the tax identification number of Lessor or of the person or entity to whom payment is to be made payable as directed in writing by Lessor. Lessor agrees to enroll for automated payment no less than thirty (30) days prior to the commencement of the New Initial Term. All of Lessee's payment obligations set forth in the Agreement are conditioned upon Lessor's timely enrollment for automated payment. Lessor may obtain electronic payment enrollment forms by contacting Landlord solutions at 800-357-7641 or by submitting a ticket for direct deposit via the landlord portal at <https://landlordsolutions.sprint.com/>.

3. **Notice Address.** The notice addresses in Section 6 of the Agreement or referenced therein for the party or parties listed below are hereby deleted in their entirety and replaced with the following:

To Lessor: City of Sanford  
225 E Weatherspoon Street  
P.O. Box 3729  
Sanford, NC 27331

To Lessee: Sprint Property Services  
Sprint Site ID: RA03XC069-F  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint Law Department  
 Sprint Site ID: RA03XC069-F  
 Attn.: Real Estate Attorney  
 Mailstop KSOPHT0101-Z2020  
 6391 Sprint Parkway  
 Overland Park, Kansas 66251-2020

4. **Maintenance.** Nothing in the Agreement gives the Lessee the right to hinder maintenance on the Lessor's site. In the event maintenance requires the removal of the Lessee's equipment, the Lessee will have ninety (90) days from notification to complete the removal. After ninety (90) days, the Lessor will have the right to remove the Lessee's equipment and appurtenances. The Lessor will not be liable for any damage that occurs during this process. The Lessor will not be responsible for storing or re-installing the Lessee's equipment and appurtenances.

Upon tower replacement or maintenance where Lessee's service will be interrupted for more than forty-eight (48) hours, Lessee will also have the right to install on Lessor's site (at the Site or another mutually acceptable location) temporary communications facilities, including a cell on wheels ("COW") and/or a telescoping, guyed or functionally equivalent pole or tower and associated equipment, until the Tower is reconstructed/relocated and operational at the reconstructed site. If Lessee is unable to operate temporary communications facilities at the Site (or other mutually acceptable location on Lessor's site) so as to recreate, without impairment, the quality of communications service provided from the Site prior to the casualty, then Lessee's obligation to pay rent will be abated in full until the Site are reconstructed/relocated and operational at the reconstructed site.

5. **General Terms and Conditions.**

- a. All capitalized terms used in this Second Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Second Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- c. This Second Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Second Amendment.
- e. The parties shall execute concurrently with this Second Amendment a recordable Memorandum of Amendment attached to this Second Amendment as Exhibit B-1, which Lessee may record at its own expense in the real property records where the Site is located.

The parties have executed this Second Amendment as of the Second Amendment Effective Date.

**Lessor:**  
 City of Sanford

**Lessee:**  
 SprintCom, Inc., a Kansas corporation

By: \_\_\_\_\_  
 (please use blue ink)

By: Silvia J. Lin

Printed Name: \_\_\_\_\_

Printed Name: Silvia J. Lin

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

Title: Manager, Real Estate

Date: \_\_\_\_\_, 201\_\_\_\_  
 (Date must be completed)

Date: 5/8/2018  
 (Date must be completed)



**EXHIBIT A  
TO MEMORANDUM OF SECOND AMENDMENT  
TO PCS SITE AGREEMENT**

**Description of Property**

A portion of certain real property located on Colon Road, City of Sanford, County of Lee, State of North Carolina commonly described as follows:

**LEASE AREA**

*BEGINNING* at a point located N 50°37'38" E 2231.69 feet and N 02°02'52" W 228.49 feet from NCGS Monument "Freeman" having NC grid coordinates N=659,967.817, E=1,949,095.616, and runs thence N 85°26'39" W 100.00 to a point; thence N 00°14'15" E 100.00 to a point; thence N 71°22'13" E 100.14 feet to a point; thence S 01°47'47" E 140.00 feet to the *BEGINNING*, containing 11,695 square feet. All bearings herein are to NC Grid North Meridian. This description prepared from survey plat and other information supplied by ESP Associates, Cary, North Carolina, 4/30/98 and site plan by O'Brien & Gere, Engineers Inc., Raleigh, North Carolina, and not from survey or plat by William C. Mellwain, Jr.

**ACCESS/UTILITY EASEMENT**

*BEGINNING* at a point in the edge of SR 1415 (Colon Road), said point being located N 50°37'38" E. 2231.69 feet from NCGS Monument "Freeman" having NC grid coordinates N=659,967.817, E=1,949,095.616 and runs thence along the edge of Colon Road N 79°27'44" W 14.34 feet to a point in Colon Road; thence N 02°02'52" W 226.99 feet to a point in the south line of the lease area; thence as said south line S 85°26'39" E 14.09 feet to the southeast corner of the lease area; thence S 02°02'52" E 228.49 feet to the *BEGINNING*, containing 3,188 square feet. All bearings herein are to NC Grid North Meridian. This description prepared from survey plat and other information supplied by ESP Associates, Cary, North Carolina, 4/30/98 and site plan by O'Brien & Gere, Engineers Inc., Raleigh, North Carolina not from survey or plat by William C. Mellwain, Jr.

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**  
Sprint Contracts & Performance  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

Site ID: RA03XC069-F

**MEMORANDUM OF SECOND AMENDMENT TO PCS SITE AGREEMENT**

THIS MEMORANDUM OF SECOND AMENDMENT TO PCS SITE AGREEMENT ("Amended Memorandum"), by and between the City of Sanford ("Lessor") and SprintCom, Inc., a Kansas corporation ("Lessee"), evidences the PCS Site Agreement made and entered into between Lessor (or its respective predecessor-in-interest) and Lessee (or its respective predecessor-in-interest) dated June 23, 1998, as amended by First Amendment to PCS Site Agreement dated October 21, 2008 (collectively, the "Agreement"), has been amended by written agreement between the parties (the "Second Amendment"). The term "Agreement" hereinafter refers to and includes the Second Amendment.

This Amended Memorandum amends that certain Memorandum of Agreement recorded with the Office of County Recorder, County of Lee, State of North Carolina, at Book 675 in Pages 535-538 on June 10, 1999.

The Agreement provides in part that Lessor leases to Lessee certain real property owned by Lessor and located at 5000 Colon Road, City of Sanford, County of Lee, State of North Carolina ("Property") for the purpose of installing, operating and maintaining a communications facility and other improvements. The Property is legally described in Exhibit A attached hereto. The portion of Property the leased to Lessee together with non-exclusive utility and access easements (the "Site") is further described in the Agreement.

The new term of Lessee's lease and tenancy under the Agreement, as amended by the Second Amendment, is sixty (60) months, commencing on June 23, 2018, and is subject to four (4) renewal terms of sixty (60) months each that may be exercised by Lessee.

IN WITNESS WHEREOF, the parties have executed this Amended Memorandum as of the day and year indicated below.

**Lessor:**  
City of Sanford

**Lessee:**  
SprintCom, Inc., a Kansas corporation

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

By: Silvia J. Lin

Printed Name: \_\_\_\_\_

Printed Name: Silvia J. Lin

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

Title: Manager, Real Estate 5/8/2018

**ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGE**

*a*



**LESSOR NOTARY BLOCK:** (please use blue ink)

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was (choose one)  attested or  acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of the **City of Sanford, a municipal corporation**, on behalf of the corporation.

In witness whereof I hereunto set my hand and official seal.

(AFFIX NOTARIAL SEAL)

\_\_\_\_\_  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF \_\_\_\_\_

My commission expires:

\_\_\_\_\_  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)  
COMMISSION NUMBER: \_\_\_\_\_

**LESSEE NOTARY BLOCK:**

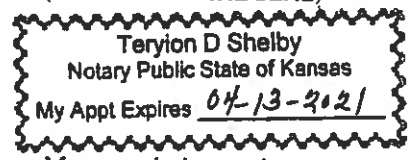
STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON        )

Acknowledgment by Corporation  
Pursuant to Uniform Acknowledgment Act

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of May, 2018, by Shelvia B. Linn on behalf of SprintCom, Inc., a Kansas corporation.

In witness whereof I hereunto set my hand and official seal.

(AFFIX NOTARIAL SEAL)



My commission expires:

Teryion D. Shelby  
\_\_\_\_\_  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF KANSAS

Teryion D. Shelby  
\_\_\_\_\_  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)  
COMMISSION NUMBER: 1134747

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**Resolution Authorizing Sanford ABC Board's  
Adoption of the Travel Policy  
Of the City of Sanford as the Travel Policy of the  
Sanford ABC Board**

**WHEREAS**, the City of Sanford has an officially adopted Travel Policy; and

**WHEREAS**, the General Manager of the Sanford ABC Board has requested that the City authorize and approve the Sanford ABC Board's adoption of the Travel Policy of the City of Sanford as the Travel Policy of the Sanford ABC Board; and

**WHEREAS**, this authorization and approval will ensure that the Travel Policy of the Sanford ABC Board conforms to the Travel Policy of the City of Sanford and that adoption of such policy has been authorized and approved by the City of Sanford as specified under North Carolina General Statute 18B-700 (g2).

**NOW, THEREFORE, BE IT RESOLVED** by the Sanford City Council in open session that:

- The Sanford City Council hereby authorizes and approves the Sanford ABC Board's adoption of the travel policy of the City of Sanford as the Travel Policy of the Sanford ABC Board, in accordance with North Carolina General Statute 18B-700(g2).
- This resolution shall become effective upon approval by the Sanford City Council.

**ADOPTED** this 21st day of August, 2018.

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T. Chet Mann, Mayor

ATTEST:

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Vicki R. Cannady, Deputy City Clerk

**APPROVAL OF TEMPORARY INCREASE**  
**OF HEAD COUNT BY THREE**  
**IN FIRE DEPARTMENT TO**  
**REPLACE THREE RETIRING EMPLOYEES**

**CONTRACT WITH STATE CODE ENFORCEMENT, INC.**  
**FOR ASSISTANCE WITH**  
**MINIMUM HOUSING CODE ENFORCEMENT**



# MEMORANDUM

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

**FROM:** Amy J. McNeill, Zoning Administrator

**DATE:** August 21, 2018

**REF:** Consideration of a UDO text amendment to prohibit “civic, social, and fraternal organizations, including community centers, meeting halls, community halls, reception halls, wedding halls, for assembly and recreation” uses within the Central Business District (CBD) Zoning District of the Special Tax District in Downtown Sanford

Over the last few months, Jennifer St. Clair, the Executive Director of Downtown Sanford, Inc. (DSI) has conferred with Planning staff regarding concerns expressed by the DSI Board of Directors regarding the use of properties in Downtown Sanford as what people commonly referred to as “event centers”. The Board is concerned about the negative impact on the limited amount of on-street and public parking, existing businesses, property values, and business diversity due to the large volume of people and long hours of operation typically associated with this use.

DSI would like all businesses within Downtown Sanford to be successful and, given the large amount of parking that these uses utilize in conjunction with the unlimited hours of operation and the large amount of building square footage required, they strongly feel that these uses cannot be successful in Downtown Sanford without negatively impacting the existing business and that the existing businesses in Downtown Sanford cannot be successful if uses, such as “event centers”, are permitted by right. Therefore, the DSI Board of Directors would like to request a UDO text amendment to prohibit what people commonly refer to as “event centers” within the Central Business District (CBD) Zoning District of the Special Tax District in Downtown Sanford.

The “event center” use is classified as “civic, social, and fraternal organizations, including community centers, meeting halls, community halls, reception halls, wedding halls, for assembly and recreation” in the UDO. This use is currently permitted within all residential zoning districts, the multi-family zoning district, and the Neighborhood Commercial (NC) zoning district upon issuance of a Special Use Permit by the Board of Adjustment and permitted by right (staff level approval), subject to the general design standards of the UDO in all other non-residential zoning districts.

This text amendment would not prohibit temporary events from being held within Depot Park or at the location of other approved land uses, such as renting a room within a restaurant for a birthday party. Any existing legally approved “event center” would be allowed to continue operating, but no new ones would be allowed. This text amendment would not affect the CBD Zoning District in the Old Jonesboro area of Sanford or in the downtown area of Broadway.

The Application for a Zoning Text Amendment and a GIS map of this area are provided for your reference.

**PROPOSED AMENDMENT**

Draft language for consideration of amending Article 4 Zoning District Regulations, Section 4.6 Use Regulations, Table 4.6-1 Permitted Use Matrix

**CURRENT UDO**

<i>Use</i>	<i>LBCS Function</i>	<i>LBCS Structure</i>	<i>RA Residential Agricultural</i>	<i>RR Restricted Residential</i>	<i>R-20 Residential Single-Family</i>	<i>R-14 Residential Single-Family</i>	<i>R-12SF Residential Single-Family</i>	<i>R-12 Residential Mixed</i>	<i>R-10 Residential Mixed</i>	<i>R-6 Residential Mixed</i>	<i>MF-12 Multifamily</i>	<i>NC Neighborhood Commercial</i>	<i>HC Highway Commercial</i>	<i>C-1 Light Commercial &amp; Office</i>	<i>C-2 General Commercial</i>	<i>O&amp;I Office &amp; Institutional</i>	<i>CBD Central Business District</i>	<i>LI Light Industrial</i>	<i>HI Heavy Industrial</i>
Civic, Social, and Fraternal Organizations, including community centers, meeting halls, community halls, reception halls, wedding halls, for assembly and recreation	6600 1700 1800		S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P

**PROPOSED UDO**

<i>Use</i>	<i>LBCS Function</i>	<i>LBCS Structure</i>	<i>RA Residential Agricultural</i>	<i>RR Restricted Residential</i>	<i>R-20 Residential Single-Family</i>	<i>R-14 Residential Single-Family</i>	<i>R-12SF Residential Single-Family</i>	<i>R-12 Residential Mixed</i>	<i>R-10 Residential Mixed</i>	<i>R-6 Residential Mixed</i>	<i>MF-12 Multifamily</i>	<i>NC Neighborhood Commercial</i>	<i>HC Highway Commercial</i>	<i>C-1 Light Commercial &amp; Office</i>	<i>C-2 General Commercial</i>	<i>O&amp;I Office &amp; Institutional</i>	<i>CBD Central Business District</i>	<i>LI Light Industrial</i>	<i>HI Heavy Industrial</i>
Civic, Social, and Fraternal Organizations, including community centers, meeting halls, community halls, reception halls, wedding halls, for assembly and recreation *Not permitted in the CBD Zoning District of the Special Tax District in Downtown Sanford	6600 1700 1800		S	S	S	S	S	S	S	S	S	S	P	P	P	P	P*	P	P







Central Business District (CBD) Zoning District of the Special Tax District of Downtown Sanford



Central Business District (CBD) Zoning District of the Special Tax District of Downtown Sanford

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

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

1. Consideration of a text amendment to the Unified Development Ordinance, Article 4 Permitted Use Matrix, to remove “civic, social, and fraternal organizations, including community centers, meeting halls, community halls, reception halls, wedding halls, for assembly and recreation” as a permitted use within the Central Business District (CBD) Zoning District of the Special Tax District in Downtown Sanford

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

**City of Sanford** – The City Council and Planning Board for the City of Sanford will hold joint public hearings on Tuesday, August 21, 2018 in the Council Chambers of the Sanford Municipal Building, 225 East Weatherspoon Street, Sanford, N.C. The hearing will begin at 6:00 p.m. or as soon thereafter as deemed practical by the City Council. Upon request and with 24-hour notice, the City will provide an interpreter for the hearing impaired or any other type of auxiliary aid.

By Bonnie Davis, Clerk  
 City of Sanford

**Town of Broadway** – The Town of Broadway Board of Commissioners and Planning Board will hold joint public hearings on Monday, August 27, 2018 at 6:00 p.m. at the Broadway Town Hall, 103 N. Main Street, Broadway, NC. Upon request and with 24-hour notice, the Town will provide an interpreter for the hearing impaired or any other type of auxiliary aid.

Laura Duval, Clerk  
 Broadway Town Board

**Lee County** - Notice is hereby given that the Lee County Board of Commissioners and the Lee County Planning Board will hold joint public hearings on Monday, September 17, 2018 in the Commissioners’ Board Room at the Lee County Government Center, 106 Hillcrest Drive, Sanford, NC. The hearings will begin at 6:00 p.m., or as soon thereafter as deemed practical by the Board. Upon request and with 24-hour notice, the County will provide an interpreter for the hearing impaired or any other needed type of auxiliary aid.

By Jennifer Gamble, Clerk  
 Lee County Board of Commissioners

The public is cordially invited to attend any or all of the public hearings as described above. Further information regarding the proposed amendments or any of these public hearings may be obtained from the Sanford/Lee County Community Development Department, 115 Chatham Street, NC 27330 or by calling (919)

718-4656. Calquier ciudadano que tenga preguntas o comentarios de las cosas al referido, puede comunicarse a el departamento de desarrollo para Sanford/Condado de Lee, llame al (919) 718-4656.

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Please publish in the Legal Notices Section of the Sanford Herald on Saturday, August 11, 2018 and on Friday, August 17, 2018. If you have any questions regarding this notice, please call Amy McNeill at 718-4656, ext. 5397. Please reference this account number (30031885) on the invoice and refer to as City of Sanford Zoning Notice.

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

*Thank you.*

## RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SANFORD

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater collection systems, and
- WHEREAS, The City of Sanford has need for and intends to rehabilitate a portion of the wastewater collection system in East Sanford, and
- WHEREAS, The City of Sanford intends to request state grant assistance for the project,

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

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

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

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

That City Manager, Phillip Hal Hegwer, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a grant to aid in the construction of the project described above.

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

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

Adopted this the 21<sup>st</sup> day of August, 2018 at Sanford, North Carolina.

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(Signature)

Mayor

---

(Title)

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting Deputy City Clerk of the City of Sanford does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Sanford City Council duly held on the 21st day of August, 2018; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Recording Officer)

Vicki R. Cannady, Deputy City Clerk

\_\_\_\_\_  
(Title of Recording Officer)

**QUARTERLY FINANCIAL UPDATE**

**UPDATE FROM**  
**SANFORD AREA GROWTH ALLIANCE**  
**ON DCI MARKETING**





143 Charlotte Avenue, Suite 201  
Sanford, North Carolina 27330  
Tel: 919.718.5454 Fax: 919.718.5455

**MEMORANDUM:**

**To: Hal Hegwer, City Manager and Sanford City Council Members**

**From: Joni Martin, Progressive Contracting Company, INC.**

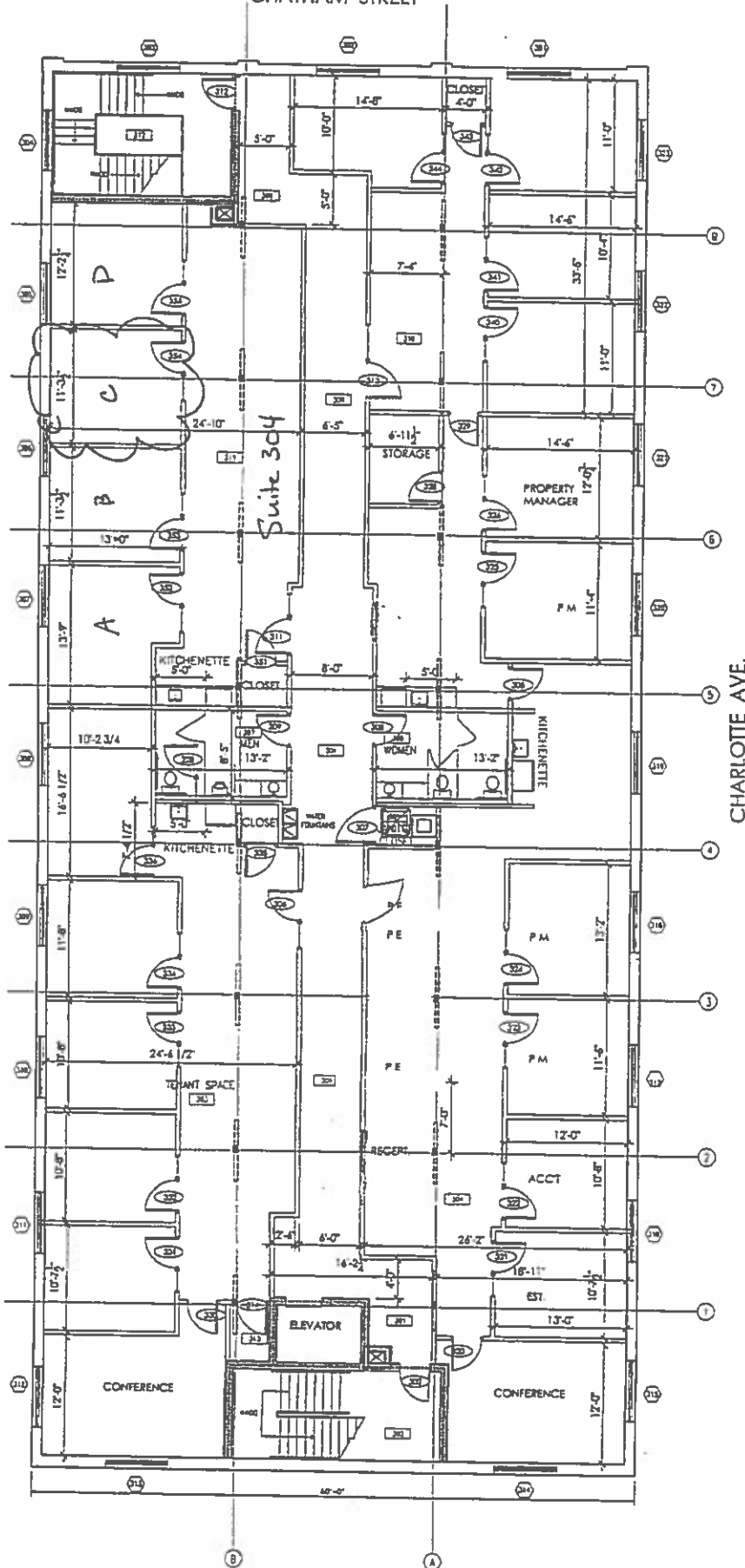
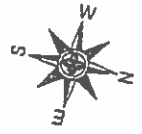
**Date: August 13, 2018**

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Progressive Contracting Company, Inc. would like to request approval to lease Office C in Suite 304, in the Sanford Buggy Company Building to Marco Angeles of Angeles Construction, a concrete contractor (office to be used for estimator). If this space is leased the 3<sup>rd</sup> floor will be completely leased. See attached document for location of the proposed office suite.

This request is made per the executed Commercial Lease Agreement, Item Number Three, Use.

CHATHAM STREET



CHARLOTTE AVE.

3RD FLOOR



## CITY OF SANFORD

## COMMUNITY DEVELOPMENT PROJECT ORDINANCE AMENDMENT

**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 project ordinance is hereby amended:

Section 1: The project authorized is for cost to support homelessness within the City of Sanford through a non-profit agency.

Section 2: The following amounts are appropriated for the completion of this project.

Shelter	\$ 24,986
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Section 3: The following revenues are anticipated to be available to complete this project:

Interest Income	\$ 24,986
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Section 4: The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to provide the accounting required by the agreements(s) and federal and state regulations.

Section 5: Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement to the General Fund should be made from proceeds in an orderly and timely manner.

Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 2 and on the total revenues received and claimed.

Section 7: 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 8: Copies of this Community Development 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 21<sup>ST</sup> day of August, 2018.

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

ATTEST:

\_\_\_\_\_  
Vicki R. Cannady, Deputy City Clerk

CITY OF SANFORD  
APPLICATION FOR  
BOARDS/COMMISSIONS/COMMITTEES

NAME OF APPLICANT: Clifton (Rick) W. Paderick, Jr

COMPLETE ADDRESS (including zip code): 3302 Windmere Dr.  
Sanford, NC 27330

DAYTIME PHONE: 919-786-6465 EVENING PHONE: 919-775-8820

MARITAL STATUS: m SPOUSE'S NAME: Bunny Paderick

E-MAIL: rpaderick@hotmail.com

I AM A REGISTERED VOTER IN WARD 1, WHICH IS LOCATED WITHIN THE SANFORD CITY LIMITS.

I WISH TO BE CONSIDERED FOR APPOINTMENT TO THE FOLLOWING BOARD/COMMISSION/COMMITTEE:  
(list only one) ADA Compliance Committee

LIST ANY EXPERIENCE/QUALIFICATIONS YOU HAVE RELEVANT TO THE ABOVE BOARD/COMMISSION/COMMITTEE:

I have been a pharmacist residing in Sanford for 34 years. I currently serve as the Pharmacy Director for NCTracks.

LIST ALL BOARDS AND COMMISSIONS ON WHICH YOU ARE CURRENTLY SERVING: None

LIST BELOW YOUR SECOND CHOICE BOARD/COMMISSION/COMMITTEE, IF APPLICABLE: (list only one)

N/A

LIST ANY EXPERIENCE/QUALIFICATIONS YOU HAVE RELEVANT TO THE SECOND PREFERENCE:

N/A

I CERTIFY THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. THIS THE 8<sup>th</sup> DAY OF August, 2018.

Clifton W Paderick Jr  
(Signature of Applicant)

(Please return completed application via one of the following: Mail to City Clerk, P. O. Box 3729, Sanford, NC 27331-3729; fax to 919-775-8205; or email to bonnie.davis@sanfordnc.net). If you have any questions, please call City Clerk Bonnie Davis at 919-777-1111.