

## CITY COUNCIL AGENDA

CITY OF SANFORD, NORTH CAROLINA

September 20, 2016, 7:00 P.M., CITY HALL



1. **MEETING CALLED TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT**
5. **APPROVAL OF AGENDA**
6. **CONSENT AGENDA**  
Approval of City Council Meeting Minutes Dated August 16, 2016 – (Pages 3 -13)
7. **SPECIAL AGENDA**  
Presentation by Mayor Chet Mann – “Won’t You Be My Neighbor” – (Page 14)
8. **CASES FOR PUBLIC HEARING: *to be held jointly with the Planning Board.***
  - A. **Application by Ameer Rental Properties, LLC** - to rezone one 2.02 ± acre tract of land with frontage on Gunter Street and an unimproved portion of Poplar Street from the current zoning of Light Industrial (LI) to Multifamily (MF-12). The property is the same as depicted on Lee County Tax Map 9643.15 as Tax Parcel 9643-64-6390 Lee County Land Records and as illustrated as a 2.02 acre tract of land on a survey map recorded in Plat Cabinet 10, Slide 50-A of the Lee County Register of Deeds Office. – (Pages 15 - 31)
  - B. **Application by AGA Corporation** - to rezone 24.17 ± acres of land with frontage on Commerce Drive from the current zoning of Barrington Park Conditional Zoning District to General Commercial (C-2). The property is the same as depicted on Lee County Tax Map 9660.01 as portions of Tax Parcels 9660-37-6982 and 9660-16-7151 Lee County Land Records and as illustrated as Lots 1, 2, 3, 4, 5 and portions of adjoining lots labeled as being owned by AGA Corporation on a survey map recorded in Plat Cabinet 9, Slide 45-G of the Lee County Register of Deeds Office. – (Pages 32 - 51)

*The Planning Board shall retire to the West End Conference Room.*

**9. DECISIONS ON PUBLIC HEARINGS**

**10. REGULAR AGENDA**

- A. Consider Approval of North Carolina Housing Finance Agency 2016 Urgent Repair Program (UR)
- Grant Project Ordinance – (Page 52)
  - Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2016-2017 – (Pages 53 - 54)
  - Assistance Policy – (Pages 55 – 62)
  - Procurement & Disbursement Policy – (Pages 63 – 64)
  - Contract for Service – (Pages 65 – 69)
- B. Consider Sale of Lot 8 Block G, Vance Street, PIN #9642-66-0354 – (Pages 70 - 81)
- C. Consider Ordinance Establishing a No-Parking Zone Along a Portion of Greensboro Avenue of the City of Sanford – (Pages 82 - 83)
- D. Consider Local Funding Match Requirement for Bicycle Portion for Broadway Road Widening Project (R-3830) – (Page 84)
- E. Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2016-2017 – (Community Development) - (Pages 85 - 86)
- F. Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2016 – 2017 – (Horner Square Parking Lot) – (Pages 87 - 88)

**11. DECISIONS ON PUBLIC HEARINGS:**

**12. NEW BUSINESS – (Items for discussion and action will only be taken if necessary. Otherwise, these items will be placed on the next agenda for approval.)**

- A. Quarterly SAGA Update - (Page 89)
- B. ECIVIS Update – (Pages 90 - 95)
- C. Consider Discussion Regarding Parking Regulations in the Downtown Streetscape Area – (Page 96 and Handout)

**13. OTHER BUSINESS**

**14. ADJOURNMENT**

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, August 16, 2016, at 7 P.M., in the Council Chambers. The following people were present:

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

Mayor Mann called the meeting to order. Council Member Williams delivered the invocation. The Pledge of Allegiance was recited.

**PUBLIC COMMENT** – (Exhibit A)

Steve Malloy, residing at 2615 Bellaire Drive, informed Council of something new that Adcock and Associates has started; it is called “Tour of Sanford Program.” Real estate agents are generally the first people newcomers meet when they come to Sanford. David Nester and he (co-owners of Adcock & Associates) decided to take a more proactive approach to selling Sanford. They give free tours of Sanford, based upon a newcomer’s/company’s interests and concerns. They want to address those concerns and hopefully the program will help sell homes but also sell Sanford. It is not a home-selling tour. Mr. Malloy asked everyone to “Save the Date” for Adcock & Associates 40<sup>th</sup> Anniversary Celebration on Tuesday, October 25, at the Dennis Wicker Civic Center. Council will receive an invitation.

Bonnie Rosensteel, residing at 1509 Dakota Loop, spoke in favor of the two-hour parking, and raising the fine from \$5 to \$25 and in favor of the hours from 9 AM to 8 PM. They previously resided in the Cary/Apex area for 15 years. She and her husband just moved to Sanford about a year ago and have purchased a building at 148 Steele Street. They have been renovating the building since January. She noted that a lot of the employees are parking in the parking spaces, leaving no spaces for the customers. They are seriously looking at purchasing a second building; however, if the parking doesn’t change, why would they invest. Other people are telling her that she will have problems with parking in Downtown also.

Julian “Jenks” Youngblood, residing on Midland Avenue, and owner of several properties on Moore Street and Lora Wright, residing at 1225 Cool Springs Road and owner of Southern Jewelers on Steele Street, were in favor of the two-hour parking and raising the fine to \$25. They expressed concern about the employees and owners of other businesses parking on Steele Street and occupying the parking spaces. Mrs. Wright also added that people who live there also park on Steele Street.

Bob Finch, residing at 1414 Carthage Street, stated that he did not feel the fine should be increased to \$25; it should stay \$5 for the first offender. He felt that more should be done to address the needs of the homeless in Sanford.

### **APPROVAL OF AGENDA**

Mayor Mann requested to remove an item listed under Public Hearings - Consideration of an Application by Ameer Rental Properties, LLC - to rezone one 2.02 ± acre tract of land with frontage on Gunter Street and an unimproved portion of Poplar Street from the current zoning of Light Industrial (LI) to Multifamily (MF-12). The property is the same as depicted on Lee County Tax Map 9643.15 as Tax Parcel 9643-64-6390 Lee County Land Records and as illustrated as a 2.02 acre tract of land on a survey map recorded in Plat Cabinet 10, Slide 50-A of the Lee County Register of Deeds Office. There are only five planning board members present and one has asked to be recused due to the potential conflict of interest; therefore, there is no quorum on this item tonight.

Council Member Wyhof made the motion to approve the amended agenda. Seconded by Council Member Taylor, the motion carried unanimously.

### **CASES FOR PUBLIC HEARING: to be held jointly with the Planning Board.**

#### **Consideration of multiple text amendments to the Unified Development Ordinance to allow for "Wine Shops".**

- Amendment to Article 4, Table 4.6.-1 Permitted Use Matrix, to add a new land use for "Wine Shops" and further indicate that wine shops shall be permitted in the Highway Commercial (HC), Light Commercial & Office (C-1), General Commercial (C-2), Central Business District (CBD), Light Industrial (LI) and Heavy Industrial (HI) zoning districts with supplemental development regulations. – (Exhibit B)
- Amendment to Article 5, Supplemental Development Regulations, to create a new SECTION 5.43 WINE SHOPS, in order to add supplemental standards for wine shops allowed in Highway Commercial (HC), Light Commercial & Office (C-1), General Commercial (C-2), Central Business District (CBD), Light Industrial (LI) and Heavy Industrial (HI) zoning districts. – Amendment to Appendix A Definitions, to add a definition for Wine Shops. – (Exhibit B)

Community Development Director Marshall Downey presented a summary of the amendments as listed on Exhibit B and answered questions pertaining to the new standards. These amendments were driven by individuals who would like to open a Wine Shop. The amendment would add "Wine Shops" as a new land use to the permitted use matrix and further indicate that such use shall be permitted in Highway Commercial (HC), Light Commercial and Office (C-1), General Commercial (C-2), and Central Business (CBD) zoning districts as well as in a Planned Unit Development (PUD) or Traditional Neighborhood Development (TND) with development regulations. It also adds the definition for Wine Shops.

The Joint Planning Commission met on this and made a couple of changes. However, they unanimously recommended adoption of the amendments, which are presented here tonight.

Mayor Mann opened the public hearing. Ryan Elliott, residing at 318 Mayflower Circle, spoke in favor. When discussing the potential of opening a wine shop in Sanford, he has received an

overwhelming response from a lot of people in the community. People who commute outside of the area of Sanford to work, typically spend money for their beer and wine outside Sanford such as Raleigh, Southern Pines and Pinehurst. He feels there is enough demand for a business like this to succeed. It is quite the standard for people to have a drink while you shop for wine or beer. He said this would be a retail business, not a bar or nightclub. They will have a drink maximum while on the premises, which will be best for maintaining the atmosphere that they think will be comfortable for people and keeping it a place to shop. They will have limited hours – probably 8 P.M. on the weekdays and 9 P.M. on the weekends.

Kevin Foushee, residing at 2656 Buckingham Drive, spoke in favor. He recently moved back to Sanford from Wake County. He echoed the same comments as Mr. Elliott. This business will provide a level of service that is not being offered in Sanford currently. You need someone to answer questions about wine and also sell beer that is not out of date. He added that it would bring people to the Downtown area.

Mr. Haire asked how do you measure the 40/60; the consumption on the premises does not exceed 40 percent. Mr. Downey replied it is the receipt. They would have to work with the property owner; it would be the 40 percent for the on-site consumption so they would have to demonstrate that over 60 percent of their sales are for off-site consumption. Mr. Haire what happens if it is 50/50. Mr. Downey replied it would be in violation. If it turned out over a 30-day period they were not meeting the standard, then it would be an entertainment establishment, and a zoning violation. Mr. Downey stated that this language is modeled after the ABC language, so there is nothing here that would be different than what the ABC agents would be looking at.

With no one else requesting to speak, the public hearing was closed.

- Consideration of an amendment to Article 11, Sign Regulations, Section 11.9 Outdoor Advertising (Billboard) Signs, to amend SECTION 11.9.1 STANDARDS FOR THE CITY OF SANFORD AND THE TOWN OF BROADWAY, by adding new Subsections and standards to allow nonconforming off-premises outdoor advertising (billboard) signs that existed as of July 1, 2016 within the City of Sanford to be modernized which may include replacement of the billboard sign with a new electronic/digital billboard sign, provided the modernization meets the Outdoor Advertising Control Act, and provided the sign is located in the same physical location of the pre-existing nonconforming sign. Note, SECTION 11.9.2 STANDARDS FOR LEE COUNTY shall remain in effect as written. Also, in conjunction with this amendment, Article 12, Section 12.5.1 Expansion of Nonconforming Structures, shall be amended to add a new Subsection 12.5.1.3 EXCEPTION FOR MODERNIZATION OF BILLBOARDS IN THE CITY OF SANFORD in accordance with Section 11.9. *(See attached memo for a summary of the proposed amendments)* – (Exhibit C)

Community Development Director Marshall Downey explained that this amendment includes two requested changes in two different sections of the Unified Development Ordinance. Staff was recently approached by a billboard company regarding the renovations/replacement of an existing outdoor advertising, commonly referred to as a billboard, sign along South Horner Boulevard within the City’s zoning jurisdiction. The City’s zoning ordinance, including the UDO, does not allow for any new billboards or outdoor advertising signs be placed in the City’s jurisdiction. All of our existing billboards are grandfathered in and no new ones are allowed to be placed. However, in researching the issue and working with the billboard

industry and closely with the city attorney, we realized that a lot of communities are in the process of “modernizing” existing grandfathered billboards. This may include repair in place, some of the older existing billboards with the intent to try and take some of them before they begin to deteriorate into a more contemporary look and technology. Staff has put together a set of draft ordinances that we could add to our UDO that would allow for the existing grandfathered signs to be modernized. He referred to Exhibit C for the language to be added to the Article 11 Sign Regulations and Article 12 Section 12.5 Nonconforming Structures. The Joint Planning Commission recommended unanimously to approve these amendments.

Mayor Mann opened the public hearing. No one requested to speak in favor or in opposition. The public hearing was closed.

Consideration of an Application by Ameer Rental Properties, LLC - to rezone one 2.02 ± acre tract of land with frontage on Gunter Street and an unimproved portion of Poplar Street from the current zoning of Light Industrial (LI) to Multifamily (MF-12). The property is the same as depicted on Lee County Tax Map 9643.15 as Tax Parcel 9643-64-6390 Lee County Land Records and as illustrated as a 2.02 acre tract of land on a survey map recorded in Plat Cabinet 10, Slide 50-A of the Lee County Register of Deeds Office. – (Exhibit D)

*This item was removed from the agenda.*

***The Planning Board retired to the West End Conference Room and recommendations will come back tonight to Council for a decision.***

## **REGULAR AGENDA**

Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2016-2017 (Reappropriations) – (Exhibit E)

Financial Services Director Beth Kelly explained that this ordinance amends the operating budget for Fiscal Year 2016-2017. It is our annual reappropriation amendment for projects that were earmarked in 2015-2016 and were not completed as of June 30, 2016. Council Member Haire questioned the process of removing the antennas off the Spruce Street Water Tank in order for the tank to be painted.

City Engineer Paul Weeks explained that U.S. Cellular’s antennas are located on the Spruce Street Water Tank. We are working with U. S. Cellular to remove them, which has shut down the painting of the tank. The painting crew has primed the inside of the tank but has not yet started painting the inside because the items have to be removed from the outside of the tank. They have to do some welding on the tank. U. S. Cellular is aware that we want our tank back in operation as soon as possible. We informed them over 30 days ago to move the antennas. We do not have to pay for the painting equipment sitting there.

Mr. Hegwer explained that we receive revenue from the cell tower companies and it goes back into the utility fund. We need their antennas on our tank for the revenue. We do not want anyone to get hurt on these projects.

Mr. Weeks explained that the cell phone company will erect a temporary tower near the same location. The company is trying to get permission from landowners to use their land to erect a temporary tower on which to locate their equipment.

Council Member Taylor stated that in the past, they required 180 days' notice to temporarily remove their antennas off a water tank. He asked if it changed? Mr. Weeks replied it is substantially less. It only took Sprint 30 days to remove their antennas. There are two notices in the contract; one is a 90-day notice and the other is a 30-day notice. The 30-day notice is if they are doing anything that keeps you from using your water tank for its intended purpose. We are working together on the issue.

Mayor Pro Tem Gaskins made the motion to approve the Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2016-2017 (Reappropriations). Seconded by Council Member Post, the motion carried unanimously.

Consider Reimbursement Resolution – Streetscape Capital Project – (Exhibit F)

Financial Services Director Beth Kelly stated that the resolution authorizes the City to be reimbursed in the amount of \$250,000 from future installment purchase proceeds for the alleyways that were discussed at the work session last week. This is part of the streetscape capital project.

Mayor Pro Tem Gaskins made the motion to approve the Reimbursement Resolution – Streetscape Capital Project. Seconded by Council Member Post, the motion carried unanimously.

Consider Approval of Ordinance Amending the Annual Operating Budget for Fiscal Year 2016-2017 – (Exhibit G)

Financial Services Director Beth Kelly explained that this ordinance appropriates \$250,000 from fund balance to be contributed to the Streetscape Capital Project.

Mayor Pro Tem Gaskins made the motion to adopt the Approval of Ordinance Amending the Annual Operating Budget for Fiscal Year 2016-2017. Seconded by Council Member Post, the motion carried unanimously.

Consider Capital Project Ordinance Amendment – Streetscape – (Exhibit H)

Financial Services Director Beth Kelly stated that this is the actual amendment to the capital project appropriating the \$250,000 as a contribution from the General Fund and appropriates \$14,051 in additional interest income that has been received on the project to date.

Council Member Wyhof made the motion to approve the Capital Project Ordinance Amendment – Streetscape. Seconded by Mayor Pro Tem Gaskins, the motion carried unanimously.

Consider Ordinance to Enact Two-Hour Parking on Certain Streets and to Amend Section 36-113, 36-114, 36-115, 36-141, and 36-147 of the City of Sanford Code of Ordinances Chapter 36, Traffic – (Exhibit I)

Council Member Taylor stated that he appreciates the work the parking committee has done and is in favor of the two-hour parking and raising the fine to \$25. He would like to see dialogue engaged between the parking committee, the mayor, and the city manager with the people from the Wilrik Hotel to see what ideas we can get them to buy into to help make this process easier. He felt that has been missing, whether it has been by choice - the Wilrik staff to participate in these meetings, or omission. He received a phone call from Mr. Robert Woods. Mr. Woods mentioned a sticker program for the Wilrik residents to have on all vehicles for Wilrik parking and this is a way to monitor the parking. Mr. Taylor wanted to make certain ADA requirements are met and that there is adequate lighting in the Cole Street parking. He felt it should be tabled no later than September 6 because he would like to see more spirit of cooperation; that is only two weeks. He wants to give the ability of the parking committee to have a sit-down meeting because a lot can be accomplished beyond just the parking issue.

Council Member Taylor said he would like to offer to table the ordinance to no later than September 6 as long as those requirements that he just mentioned and any more that may need to be added.

Council Member Buckels stated that he is 100 percent in favor of the two-hour parking and it benefits the businesses and customers. He felt the time from 9 AM to 8 PM, needs to be looked at; he thought it should be 9 AM – 5 PM or 9 AM – 6 PM. He said there are disabled veterans and disabled senior citizens that live in the Wilrik Building. Mr. Buckels did not feel that it is adequate for someone who lives in the Wilrik that is disabled to park a block away and carry groceries to the place to where they live. He felt we should look at a few more handicapped parking spaces. He would like to spend more time on this issue to make sure we get it right.

Mayor Pro Tem Gaskins made a motion to adopt this two-hour parking with the hours from 9 A.M. to 7 P.M., effective August 17 or as soon as the signs can be placed; that between August 17 and September 1, 2016, the tickets being issued are warning tickets only and effective on September 1, 2016, they ticket the cars; once the signs are in place that towing can occur after someone has been sitting in the same spot for five hours; and the appropriate handicapped marking be put in place as well. The reason he is saying 9 AM – 7 PM, is for all intents and purposes that means if somebody parks after 5 PM, they are there. The businesses downtown are paying the highest tax rate in Lee County, by their own decision, in order to have the amenities that will help the businesses. Our businesses Downtown have been suffering tremendously because of the undue burden put on them from Duke, Charter, and Windstream – the extreme delays we have experienced with the streetscape. This is something we need to take action. He would like to spend more time discussing but every day we spend coming up with an answer is costing the businesses Downtown serious money. We do not need to ignore businesses Downtown going out of businesses. As far as the fine, you do not get a ticket if you do not violate the ordinance.

Council Member Buckels seconded Mr. Taylor's motion.

Council Member Wyhof asked were there any discussions about the Wilrik in the parking committee meetings? Mayor Pro Tem Gaskins said the parking committee had no specific conversations with the Wilrik. Downtown Sanford was present representing all the businesses Downtown including the Wilrik. He has spoken with people, other than those on the committee, and it has not been a secret as to what the committee has been doing.

Mayor Mann echoed Mr. Gaskins' comments and said that the parking committee has met four to six times. We have had public notices distributed. Mayor Mann asked Downtown Executive Director Jennifer St. Clair if the Wilrik had been notified of the meetings. Mrs. St. Clair replied yes, they were notified. Mayor Mann found it frustrating that this issue comes up tonight after the committee parking met for two months.

Mr. Buckels asked for more handicap parking spaces, because he felt more than 50 percent of the residents that live in the Wilrik Hotel are disabled/handicap, instead of having to walk a block away.

Mr. Taylor felt that we may be able to gain something from meeting with the people from the Wilrik Hotel. He felt it would be shortsighted for us not to take into consideration and have an opportunity for healing here, regardless of whether they chose not to attend a meeting; it is irrelevant. There are 80 plus people in the building; there might be some things we can learn from this process, that we can apply, in making our Cole Street parking lot better.

Mr. Williams commented that the committee met five to six times in the afternoon. The Downtown Association represents the merchants, whether they included them all, he did not know but we have to start somewhere. If we put in the two-hour parking, that will help the merchants that have spent the time to come to the meetings and bring their input; we can always go back and add to it. You will not always satisfy everybody.

After discussion on the existence and order of motions and seconds, a vote was taken on Council Member Taylor's motion to table until no later than September 6, with discussion with others including the Wilrik. The motion failed with three votes in favor and four against the motion. The three voting in favor were Council Member Buckels, Taylor, and Williams. The four voting against were Council Members Wyhof, Post, Haire and Gaskins.

Mayor Pro Tem Gaskins made the motion to adopt two-hour parking with the hours from 9 A.M. to 7 P.M., effective August 17 or as soon as the signs can be placed; that between August 17 and September 1, 2016 that the tickets being issued are warning tickets only and effective on September 1, 2016, they go to actually ticketing; once the signs are in place that towing can occur after someone has been sitting in the same spot for five hours and the appropriate handicapped marking be put in place as well. Seconded by Council Member Post, the motion carried in favor with a five to two vote. Council Members Charles Taylor and Byron Buckels cast the dissenting votes.

City Attorney Patterson made a clarification. Our current ordinances allow for towing when you park in a place where parking is prohibited, or parking in front of an alley, driveway or driveway blocking in another car. We have time in the morning from 4:30 A.M. to 6:30 A.M. on

certain days of the week that we sweep the streets, so parking is prohibited during that time and you are subject to be towed. Towing is not necessarily in place for enforcing two-hour parking; that is a citation.

Mr. Mann stated that he will be supportive of anybody wanting to help him organize a meeting of the Wilrik and further discuss their needs and what is fair to all that are challenged. Maybe with coordination with Downtown Sanford, we will get that underway. This ordinance is to enact two-hour parking, not to penalize anyone for anything else.

Consider Approval for Fireworks Demonstration – (Exhibit K)

City Manager Hal Hegwer explained that Council has discussed the idea of a celebration in Downtown whenever the streetscape project was complete. We have picked a date for that and hope we are going to be able to work towards having a Downtown Street Fest and Fireworks Celebration.

Deputy Fire Chief Ken Cotten explained that in the agenda is information regarding the fireworks test fire demonstration scheduled for August 30, 2016, which will determine the prime location to benefit the entire City in celebration of the completion of the streetscape project. They received approval from the County Commissioners last night. They also asked the County Commissioners to prepare a resolution for the City of Sanford so that from this day forward, we do not have to go to the County Commissioners to ask for permission to have such an event in the city limits; this was approved also. The August 30 will be a small demonstration/shoot. There will 22 different shoots of which one will be held on Market Street (old Whitin-Roberts building-concrete slab) and the other on vacant property on First Street to determine which location is more visible.

Council Member Taylor made the motion to approve the fireworks demonstration. Seconded by Mayor Pro Tem Gaskins, the motion carried unanimously.

Downtown Executive Director Jennifer St. Clair stated that they are hoping to hold the Downtown Street Fest and Fireworks by October 7. A resolution to temporarily close off some streets downtown will be brought before Council to show off our new Downtown, revitalized streets, sidewalks, and lighting. There will be food vendors, beer vendors, a big stage with music playing, a kids area and about 8:30 P.M., everyone will move toward Moore Street and Depot Park. Lee County Orchestra will play while the fireworks go off. They plan to have a pep rally to kick it off that afternoon at 5:30 P.M.

Consider a Supplemental Agreement with the Department of Transportation for the Nash and Bragg Street Sidewalk Project – (Exhibit L)

City Engineer Paul Weeks stated this is a supplemental agreement with the Department of Transportation for a project that is finished. It is the sidewalk project in front of the high school and this is a paperwork cleanup supplemental agreement. The original supplemental agreement said we would be done December 2015. We did not meet that date because we were waiting on Windstream to get their utility out of the way so we could install sidewalk. When they finally got their work done, our contractor did not want to start the work because it was winter time. The

contractor started in April of this year and finished the project in June. This supplemental agreement extends the completion date from December 2015 to December 2016.

Mayor Pro Tem Sam Gaskins made the motion to approve the Supplemental Agreement with the Department of Transportation for the Nash and Bragg Street Sidewalk Project. Council Member Post seconded the motion.

Mr. Weeks made Council aware that the contractor for the Horner Boulevard Sidewalk project starts tomorrow and he has 90 days to complete it. It was part of the bond funds and DOT contribution. Ronnie Turner with Sandhills Contractors is finishing up the sidewalk project which involves all the bond funds in the amount of approximately \$1.5 million.

Mayor Mann mentioned that the Division of Water Infrastructure reviewed our application for the Asset Inventory and Assessment Grant Program. The State Water Infrastructure Authority approved our project as eligible to receive a grant in the amount of \$150,000 with a required match of 10 percent. Mr. Weeks explained that the loan agencies and grant agencies with the state are starting to require municipalities that want to borrow money or given grant money need to have some type of asset management program in place. There will probably come a time that when you do not check that box off, you do not get any money. We were able to apply for and received the \$150,000 to put towards an asset management tool and performing some testing on some of our lines. We were informed through our consultant that the state recommends that we put in for another planning grant on the water side and we will be submitting a planning grant in December.

The vote was unanimous to approve the Supplemental Agreement with the Department of Transportation for the Nash and Bragg Street Sidewalk Project.

### **DECISIONS ON PUBLIC HEARINGS:**

#### **Consideration of Adoption of an Ordinance Regarding Multiple Text Amendments to the Unified Development Ordinance to Allow for "Wine Shops".**

- Amendment to Article 4, Table 4.6.-1 Permitted Use Matrix to add a new land use for "Wine Shops" and further indicate that wine shops shall be permitted in the Highway Commercial (HC), Light Commercial & Office (C-1), General Commercial (C-2), Central Business District (CBD), Light Industrial (LI) and Heavy Industrial (HI) zoning districts with supplemental development regulations.
- Amendment to Article 5, Supplemental Development Regulations, to create a new SECTION 5.43 WINE SHOPS, in order to add supplemental standards for wine shops allowed in Highway Commercial (HC), Light Commercial & Office (C-1), General Commercial (C-2), Central Business District (CBD), Light Industrial (LI) and Heavy Industrial (HI) zoning districts. Amendment to Appendix A Definitions, to add a definition for Wine Shops

#### ➤ **Consider Adoption of Ordinance Amending the City of Sanford Unified Development Ordinance – (Exhibit M)**

Community Development Director Marshall Downey stated that the Planning Board just met and voted unanimously to adopt the ordinance. Council Member Norman Charles Post III requested to be recused from voting on this matter. So moved by Council Member Taylor and seconded by Mayor Pro Tem Gaskins, the motion carried unanimously to recuse Council Member Post from voting on this matter.

Council Member Wyhof made the motion to approve the amendment to the UDO. Seconded by Council Member Taylor, the motion carried unanimously with Council Member Post being recused from voting.

Consideration of Adoption of an Ordinance Regarding an Amendment to Article 11 Sign Regulations, Section 11.9 Outdoor Advertising (Billboard) Signs, to amend SECTION 11.9.1 STANDARDS FOR THE CITY OF SANFORD AND THE TOWN OF BROADWAY, by adding new Subsections and standards to allow nonconforming off-premises outdoor advertising (billboard) signs that existed as of July 1, 2016 within the City of Sanford to be modernized which may include replacement of the billboard sign with a new electronic/digital billboard sign, provided the modernization meets the Outdoor Advertising Control Act, and provided the sign is located in the same physical location of the pre-existing nonconforming sign. Note, SECTION 11.9.2 STANDARDS FOR LEE COUNTY shall remain in effect as written. Also, in conjunction with this amendment, Article 12, Section 12.5.1 Expansion of Nonconforming Structures, shall be amended to add a new Subsection 12.5.1.3 EXCEPTION FOR MODERNIZATION OF BILLBOARDS IN THE CITY OF SANFORD in accordance with Section 11.9.

- **Consider Adoption of Ordinance Amending Section 11.9 of the City of Sanford Unified Development Ordinance (Article 11) – (Exhibit N)**  
Community Development Director Marshall Downey stated that the Planning Board met and recommended unanimously that Council approve the amendment to Article 11, Section 11.9 and Article 12 of the Unified Development Ordinance. Council Member Post made the motion to adopt the Ordinance Amending Section 11.9 of the City of Sanford Unified Development Ordinance (Article 11). Seconded by Council Member Buckels, the motion carried unanimously.
- **Consider Adoption of Ordinance Amending Article 12 of the City of Sanford Unified Development Ordinance – (Article 12) – (Exhibit O)**  
Council Member Buckels made the motion to adopt the Ordinance Amending Article 12 of the City of Sanford Unified Development Ordinance – (Article 12). Seconded by Council Member Post, the motion carried unanimously.

**NEW BUSINESS – (Items for discussion and action will only be taken if necessary. Otherwise, these items will be placed on the next agenda for approval.)**

### **OTHER BUSINESS**

Council Member Haire mentioned that Domino's Pizza will be located on the property going south, just past the courthouse; it will be dine-in also. It will be a two-story building with offices on the second floor.

Council Member Taylor commented that he, Manager Hegwer, and IT Director John Clayton rode around the area today. He noted that we have a lot of properties that need some action. We have notifications that have been on houses since August 2015 and there is a lot of due diligence based on the NC General Statutes and the process we have to follow. A lot of houses have fallen below minimum repair. He hopes that we can support Code Enforcement staff and look at what we can do to augment their efforts.

City Council Meeting  
August 16, 2016

Mayor Mann wrote a thank you letter to an out-of-town resident today who has done a miraculous job of cleaning up a major corridor property, which came from the works of Code Enforcement. He stated that he has been informed by the Sanford Area Growth Alliance that we have more activities and more large projects that could ultimately lead to some serious job creation.

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

**ADJOURNMENT**

Council Member Williams made the motion to adjourn the meeting; seconded by Mayor Pro Tem Gaskins, the motion carried unanimously.

Respectfully Submitted,

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

ATTEST:

\_\_\_\_\_  
BONNIE DAVIS, CITY CLERK

Presentation by Mayor Chet Mann –  
“Won’t You Be My Neighbor”

\$240 FEE\*



### Zoning Map Amendment (Rezoning) Application

Circle Jurisdiction That Applies:

City of Sanford

Lee County

Town of Broadway

1. Applicant Name: Ameer Rental Properties LLC
2. Applicant Address: 810 Hawkins Ave, Sanford N.C. 27330
3. Applicant Telephone: (919) 721-9187 or (919) 888-2243
4. Name and Address of Property Owner(s) if different than applicant:  
RASMITH ENTERPRISES, LLC  
2140 MT ARMEL RD, ALTON, VA 24520
5. Location of Subject Property: O GUNTER ST  
Lee Co. P.I.N. 9643-64-6390-00
6. Total Area included in Rezoning Request: 2 Acre
7. Zoning Classification: Current: LI Requested: MF-12
8. Existing Land Use(s): VACANT
9. Reason(s) for Requesting a Zoning Map Amendment (Rezoning):  
DEVELOP A SMALL MULTI FAMILY NEIGHBORHOOD

10. Signature(s) of Applicant (and Property Owners if different from Applicant).

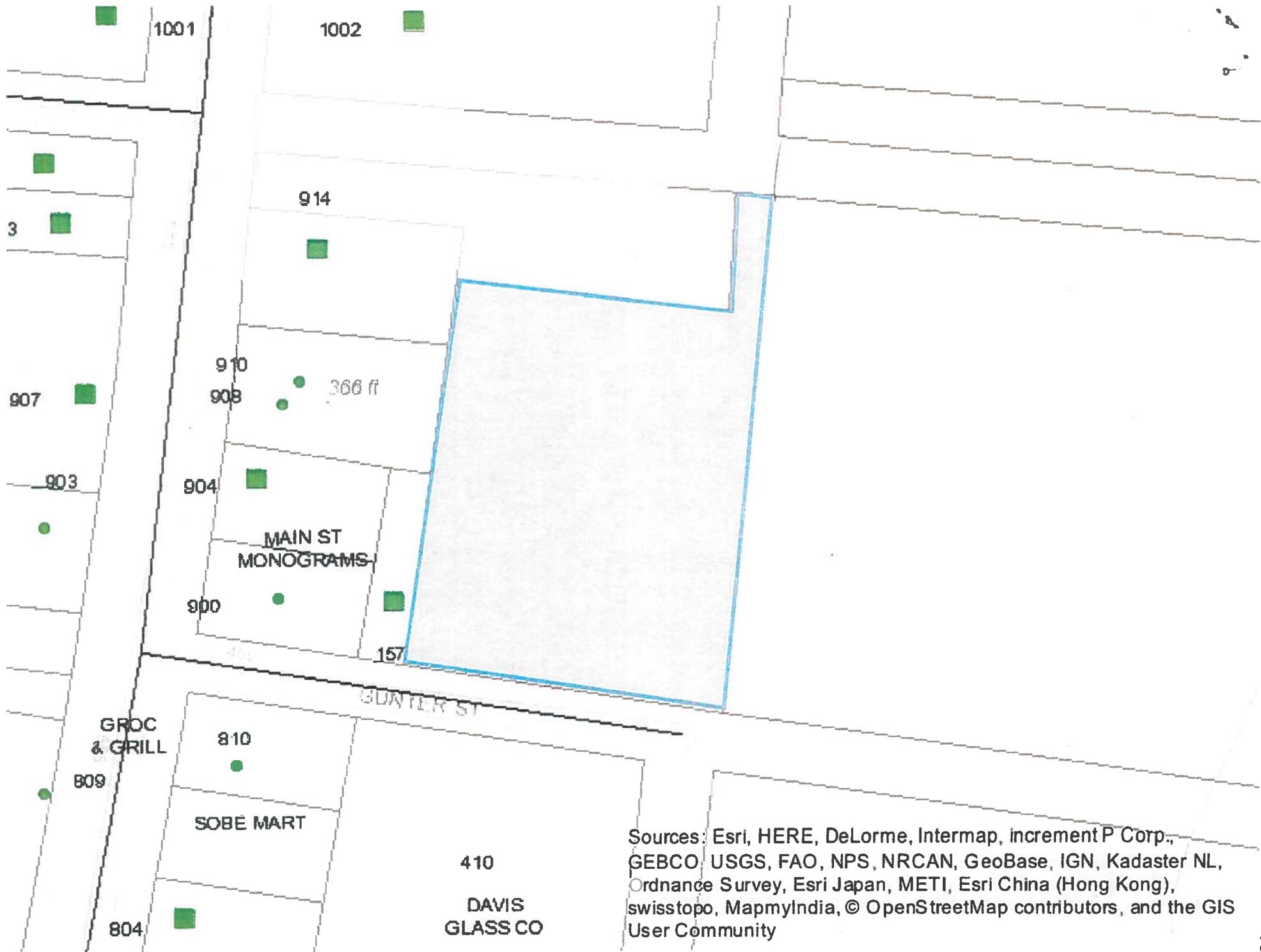
*I hereby acknowledge that the information contained herein is true. It is further understood that this application will be reviewed for completeness and accuracy and that it shall not be scheduled for official consideration until all required contents are submitted in proper form to the City of Sanford Lee County Community Development Department.*

Robert A. Smith R.A. SMITH ENTERPRISES, LLC  
ROBERT A. SMITH  
Signature of Property Owner(s) (Sign & Print) 6-21-2016  
Date

#### Required Attachments/Submittals

- A. A copy of a current Lee County Tax Map illustrating the location of the area to be rezoned. If the exterior boundary of the area to be rezoned does not follow along existing property boundaries, then the applicant shall be required to submit a metes and bounds (legal) description describing the area requested for rezoning.
- B. \*If the requested rezoning is for a Conditional Zoning District, a Supplemental Application for Conditional Zoning District must also be included, along with an additional \$120.00 fee (\$360 total fee for Conditional Zoning).
- C. A \$240.00 Application fee, payable to the City of Sanford is required before processing the application.
- D. The application submission deadline is the second Friday of each month for the rezoning to be heard the following month.

Date Received: 2016-06-22 Fee Paid: \$240.00 Application No.:  
 Staff Signature: ALTIJO HENNAH Energov Case No.:  
I:\Forms & Certifications\Rezoning Appl (Updated 2013-06-28)



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

2016-09-01

**Sanford City Council and Sanford Planning Board  
Public Hearing Information  
Application #554-2016-0901 to Amend the City of Sanford Zoning Map  
September 20, 2016**

**APPLICANT:** Ameer Rental Properties, LLC

**PROPERTY OWNER:** R. A. Smith Enterprises, LLC

**REQUEST:** Rezone from Light Industrial (LI) to Multi-family (MF-12) a 2.02± vacant tract of land with frontage on Gunter Street and an unimproved portion of Poplar Street and identified as Lee County Tax Parcel 9643-64-6390

**LOCATION:** Fronting the section of Gunter Street east of Hawkins Avenue, located approximately 225 feet east of the intersection of Hawkins Avenue & Gunter Street and adjoining 157 Gunter Street to the east.

**TOWNSHIP:** West Sanford

**TAX PARCEL NO.:** Lee County Tax Parcel 9643-64-6390, as depicted on depicted Tax Map 9643.15

**ADJACENT ZONING:**

North: Residential Single-family (R-20)  
Opposite Poplar Street (an unimproved right-of-way), Residential Single-family (R-20) and Light Industrial (LI)  
South: Opposite Gunter Street, Light Industrial (LI)  
East: Light Industrial (LI)  
West: Residential-Mixed (R-12)

**Site and Area Description**

The property to be rezoned is a vacant tract of land with frontage on Gunter Street that is illustrated on a survey for AGA/PJA, LLC recorded in 2004 at Plat Cabinet 10, Slide 50-A of the Lee County Register of Deeds Office. The site has 267.83 feet of road frontage on Gunter Street, which dead ends east of this site. The site is undeveloped and partially wooded.

The area has a mix of uses both commercial and residential. The only residential use on this section of Gunter Street (located east of Hawkins Avenue dead ending into a wooded area) is a single-family dwelling addressed as 157 Gunter Street on an adjoining lot zoned Residential-Mixed (R-12). There are three single-family homes (904, 908 and 914 Hawkins Avenue) which adjoin this site to the west with frontage on Hawkins Avenue that are zoned Residential-Mixed (R-12). There are also other single-family homes in the area with frontage on Hawkins Avenue.

Commercial uses in the area include Main Street Monograms, a monogramming business at 900 Hawkins Avenue zoned General Commercial (C-2) and located in the northeastern corner of Hawkins Avenue & Gunter Street, Alwondi Convenience Store, a convenience store with no gas

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sales at 810 Hawkins Avenue zoned General Commercial (C-2) and located in the southeastern corner of Hawkins Avenue & Gunter Street, and a large vacant building at 410 Gunter Street (opposite the subject property) zoned Light Industrial (LI) that was formerly the site of Davis Glass Company.

The property is currently zoned Light Industrial (LI), which is established to provide for areas that contain a mix of light manufacturing uses, office park and limited retail and service uses that service the industrial uses in an attractive business park setting with proper screening and buffering, all compatible with adjoining uses. LI districts should include areas which continue the orderly development and concentration of light industrial uses and should be located so as to have direct access to or within proximity to a major or minor thoroughfare. The dimensional requirements of the LI district include a minimum lot width of 80 feet, a minimum lot depth of 100 feet (which creates a minimum lot size of 8,000 square feet), with principal building setbacks of 30 feet from any street right-of-way and the required landscape buffer yard width determining the required rear and side yard setbacks as measured from the property lines. There is no maximum building height in LI.

Some of the uses permitted by right and/or with development standards (staff level approval) in the LI district include appliance repair & maintenance, conveniences stores with or without gas sales, farm/landscape/garden supply sales with indoor or outdoor storage, hardware/home centers with indoor or outdoor storage, heavy equipment sales & service, motor vehicle repair & service, restaurants with or without drive through facilities, wholesale trade, various manufacturing uses, churches and public utility or storage yards. Special Uses allowed in the LI district, subject to approval by the Board of Adjustment include sawmills, mines & quarries, telecommunication towers and solid waste convenience centers. A list of permitted uses for the LI district is included within the agenda for your reference.

### **Staff Analysis**

The proposed zoning district of Multi-family (MF-12) is established to allow multi-family uses with a maximum density of up to 12 units per acre. A MF-12 district designation may be applied to a use in a residential neighborhood that contains a mixture of single-family and multi-family uses or in an area for which limited density multi-family use is appropriate. A MF-12 district may be used as a transition between a single-family and higher intensity uses and are appropriate in areas containing a variety of dwelling types, or in single-family areas at the intersection of local roads and collector or higher order streets. MF-12 districts shall be designated only in areas with public water and sewer and are appropriate in locations where affordable housing is needed. The dimensional requirements of the MF-12 district include a minimum lot width of 50 feet, a minimum lot depth of 100 feet (which creates a minimum lot size of 5,000 square feet), with principal building setbacks of 20 feet from any street right-of-way and 20 feet from all side and rear property lines. The maximum building height is 60 feet. The site is 2.02 acres x 12 = 24 units permitted, not taking into consideration the physical realities of the site.

Some of the uses permitted by right and/or with development standards (staff level approval) in the MF-12 district include residential single-family dwellings, duplexes, multi-family developments, bed & breakfast inns, family care homes, and new churches under 350 seats.

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Special Uses allowed in the MF-12 district, subject to approval by the Board of Adjustment, some of which have specific development standards, include group homes/residential care facilities (levels 1 & 2), daycares, fitness gyms, civic/social/fraternal organizations, reception halls, churches over 350 seats, schools, mines & quarries, cemeteries and telecommunication towers. A list of permitted uses for the MF-12 district is included within the agenda for your reference.

### **Utilities**

The subject property appears to have access to public water and sanitary sewer. If the rezoning is approved, all new development that proposes to connect to public water or sewer must be approved by the City of Sanford Public Works Department to verify compliance with all applicable regulations.

### **Transportation**

The subject property has approximately 267.83 feet of road frontage along the southern property line on Gunter Street per a 2004 recorded plat, but this is actually right-of-way frontage. The physical asphalt pavement of Gunter Street appears to extend 215 ± feet, leaving 52 ± feet of the right-of-way unpaved. Gunter Street is a City maintained public street with a 50 feet right-of-way width. This tract of land also has 30 feet of frontage on Poplar Street along the northern property line, which is an unimproved City street with a 50 feet right-of-way. If future development on this site proposes a connection to the Poplar Street right-of-way, a public street would need to be constructed by the developer from the subject property to Hawkins Avenue. All new development that proposes to connect to Gunter Street or Poplar Street must be approved by the City of Sanford Public Works Department to verify compliance with all applicable regulations.

The 2007 Lee County Comprehensive Transportation Plan does not illustrate Gunter Street, but it does illustrate this section of Hawkins Avenue as an existing major thoroughfare and identifies it as a gateway corridor to Sanford's urban core and historic district. At the time of the study, traffic volumes on the roadway exceeded the estimated facility capacity and were expected to continue to increase in volume. Due to the presence of historic districts, no improvements were recommended between Burns Drive and Charlotte Avenue, which is in the area of Gunter Street and Poplar Street. The study does include recommendations for a bike route along Hawkins Avenue and a greenway, labeled the Little Buffalo Creek Greenway, along the creek on the adjoining 5.7 acre tract to the east owned by the City of Sanford.

There is a 2013 traffic count of 9,800 vehicle per day approximately 180 feet south intersection of Hawkins Avenue and Gunter Street in front of a house addressed as 804 Hawkins Avenue.

### **Environmental & Local Overlay Districts**

The subject property does not appear to be located within a Watershed Conservation Overlay District, a Flood Hazard Area, a designated local historic district or the an area included within the adopted small area plans.

The City of Sanford, Lee County and the Town of Broadway do not have local grading permits and rely on the North Carolina Department of Environmental Quality to regulate land disturbing

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activities. For questions or concerns regarding land disturbing activities, please contact the North Carolina Division of Energy, Mineral, and Land Resources Sediment Program at 1612 Mail Service Center, Raleigh, NC 27699-1612 or call 919-707-9220 or visit the NCDEQ website at <http://deq.nc.gov>.

**Development Standards**

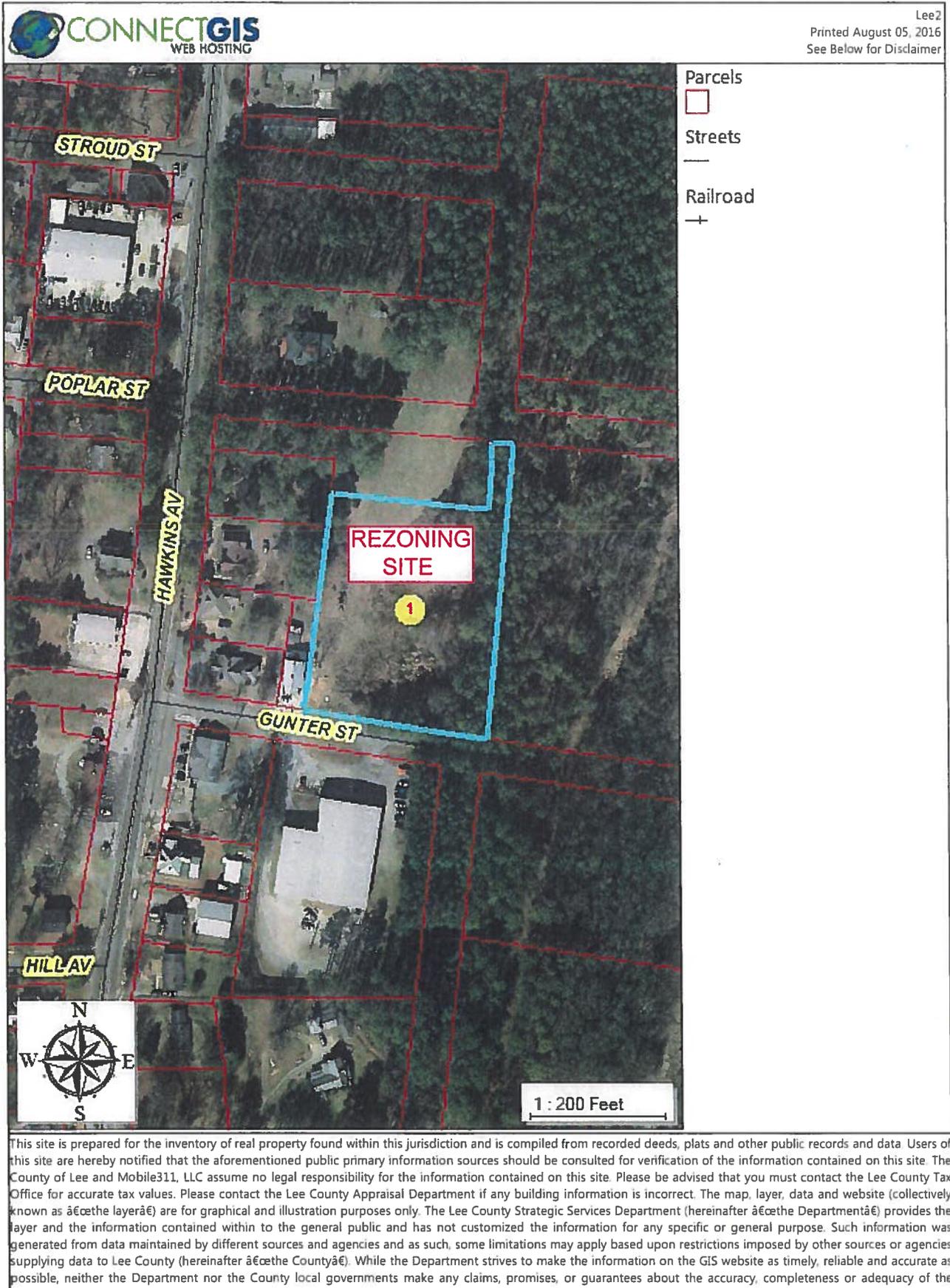
If rezoned, all of the uses permitted in the Multi-family (MF-12) zoning district would be allowed and any future redevelopment of the subject property will be required to meet the current development standards of the UDO.

**Conformance with the Sanford/Lee County 2020 Land Use Plan**

The 2020 Land Use Plan Map identifies that area as Commercial-Light Industrial, which is intended to designate areas which are appropriate for light industrial and commercial uses. When considering the zoning of this property, current development trends, the surrounding zoning of the neighborhood and information presented at the public hearing should also be considered.

**Recommendation from Planning & Development Staff**

Planning & Development staff recommends that the boards support this rezoning request. In making this recommendation, staff finds that, while the 2020 Land Use Plan identified this area as Commercial-Light Industrial, this request appears to be reasonable and in the public interest based on information in the staff analysis, the mix of uses in the area (this is not just a single-family home area or just a commercial area), the proximity of the site to Hawkins Avenue, the access to public water and sewer, and that this would be an infill project near a future greenway.



**LI, LIGHT INDUSTRIAL ZONING DISTRICT**

*This list was created by Sanford/Lee County Planning & Development staff as a summary of the permitted land uses within a specific zoning district and is intended for general informational purposes. Staff makes every effort to ensure that the information provided is accurate and up-to-date; however, it is recommended that you verify with Planning & Development staff that the proposed use is permitted within the specific zoning district and discuss any/all development requirements prior to pursuing a project. This information is applicable for the jurisdictions of the City of Sanford, Lee County and the Town of Broadway, North Carolina.*

**USES PERMITTED BY RIGHT**

The uses listed below are permitted by right, subject to any/all other applicable standards of the Unified Development Ordinance (for example, parking requirements).

<b><u>Accessory Uses</u></b>
Accessory uses (See Section 5.1)
<b><u>General Sales or Service</u></b>
ABC Store (liquor sales), incorporated areas only
Administrative Services, Travel Arrangements and Reservation Services, Investigation and Security Services (locksmiths)
Agricultural equipment, sales and service
Antique Shops
Appliance Sales, Repair and Maintenance, (no outside storage)
Art dealers, supplies, sales and services
Auction Sales, general merchandise (no vehicular sales)
Auction Sales, vehicular sales
Bakeries, retail, including manufacturing of goods for sale on the premises only
Bicycle (non motorized) Sales and/or Repair
Books, magazines, music, etc.
Camera and Photographic Supplies
Clothing, Jewelry, Luggage, Shoes, etc.
Computer and Software Sales
Consumer Goods, not otherwise listed
Convenience stores, without gas sales
Convenience stores, with gas sales
Consignment Shops, Used Merchandise Store (not otherwise listed)
Dry cleaning and laundry
Electronic equipment (small), sales and service
Farm, landscape, and garden supply sales (feed, seed, fertilizer, farm hardware, lawn furniture, mulch, fencing, fountains, statuaries, and other incidental sales of products or related items) - (with indoor storage only)
Farm, landscape, and garden supply sales (feed, seed, fertilizer, farm hardware, lawn furniture, mulch, fencing, fountains, statuaries, and other incidental sales of products or

related items) - (with outdoor storage only)
Finance and Insurance Services (Bank, Credit and Finance, Insurance-related)
Flea markets (indoors)
Florist
Furniture or home furnishing sales
Gasoline stations
Grocery stores and Supermarkets (less than 25,000 sq. ft. GFA)
Grocery stores and Supermarkets (more than 25,000 sq. ft. GFA)
Hardware, home centers, lumber yard, heating and plumbing, etc., outside storage
Hardware, home centers, lumber yard, heating and plumbing, etc., inside storage
Heavy equipment, sales and service
Leasing/Rental Recreational Goods (Furniture, Party Supplies, Sporting Goods)
Leasing, Commercial and Industrial Machinery and Equipment
Gun shops and gunsmiths
Mail order or direct selling establishments/ Electronic Shopping and Mail-Order Houses
Medical equipment sales, rental or leasing
Monument and cut stone sales
Motion picture, Video and Audio Production
Motorcycle, Motorized Scooters, ATV Sales and/or Leasing/Rental (Indoor display)
Motorcycle, Motorized Scooters, ATV Sales and/or Leasing/Rental (Outdoor display)
Motor Vehicle Parts, Accessories, Tire Sales, enclosed building only
Motor Vehicle, Motorcycle, ATVs, Boats, RVs, etc., repair and service
Motor Vehicle Towing with incidental storage, excluding Salvage Yards & Junkyards
Nurseries and greenhouses, commercial (see Section 5.25)
Office building (general)
Pawnshops (as defined by NCGS 91A-2)
Personal Services (e.g., nail salons, barbers, shoe repair, and similar establishments), not otherwise listed
Pet store or pet supply store
Pharmacy or Drugstore, without drive through facility
Pharmacy or Drugstore, with drive through facility
Printing and Publishing Services
Professional Services (Legal, Accounting, Architectural, Graphic, Consulting Services, Research and Development, Advertising, etc.)
Real Estate, Sales, Rental & Leasing
Repair of any goods, equipment or vehicles, the manufacture, assembly or sales of which are permitted in that zoning district
Restaurants, with drive-in or drive-through facilities
Restaurants, with no drive-in or drive-through facilities
Retail sales or service establishments, not listed elsewhere, and conducted within an enclosed building
Services to buildings and dwellings (Extermination, Janitorial, Landscaping, Carpet and Upholstery cleaning, Packing and crating, etc.), no outside storage
Services to buildings and dwellings (Extermination, Janitorial, Landscaping, Carpet and Upholstery cleaning, Packing and crating, etc.), with outside storage

Shopping Center, less than 25,000 sq. ft.
Shopping Center/Superstore, 25,000 – 100,000 sq. ft.
Shopping Center/Superstore, over 100,000 sq. ft.
Sporting goods, toys and hobby sales, excluding guns and gunsmiths
Tattoo Parlor/Tattoo Studio and/or Body Piercing
Tobacco or Tobacconist
Upholstery and furniture refinishing
Wholesales trade, generally, with operation conducted and merchandise stored entirely within a building and not otherwise listed
<b><u>Industrial &amp; Manufacturing Uses</u></b>
Contractors' offices/shop without outdoor storage areas
Dolls, toys, games and musical instruments
Electrical equipment, appliance and components manufacturing
Finished nonmetallic, mineral products (brick, refractories, ceramics, glass, cement, etc.)
Food and Beverage manufacturing
Furniture and Related Products Manufacturing
Jewelry and Silverware manufacturing
Leather and Allied Products
Machinery and Equipment manufacturing (w/indoor storage/operations only)
Metal Manufacturing (excluding smelting operations)
Office supply, inks, etc. manufacturing (except paper)
Paper and Printing Materials manufacturing
Pharmaceutical Manufacturing
Pottery Manufacturing & Sales
Retail outlets for products manufactured on premises
Sign manufacturing
Textile Mills & Apparel Manufacturing
Tire Recapping
Tobacco Manufacturing
Transportation equipment, automobiles, aircraft, boat, railroad, etc.
Warehouse structures, generally
Wood products, (except furniture)
<b><u>Arts, Recreation &amp; Entertainment</u></b>
Amphitheater
Botanical gardens & arboreta
Bowling alley
Exhibition , convention or conference structure
Fitness and recreational sports, gym, health spa reducing salon, swimming pool/auditorium racquet club or athletic club (not otherwise listed)
Golf courses, public and private
Golf driving ranges
Golf, miniature
Movie Theater
Museums and art galleries
Outdoor stage, bandstand, or similar structure (maximum 3,000 sq. ft.)

Parks, playgrounds, and athletic fields operated on a noncommercial basis
Performance Theaters (outdoor)
Performance Theaters or auditoria (indoor)
Recreation activities, commercial indoor, not otherwise listed
Skating rink – Ice or Roller Skating
Sports stadiums or arenas
Zoos
<b><u>Education, Public Administration, Health Care, and Institutional</u></b>
Civic, Social and Fraternal Organizations, including community centers, meeting halls, community halls, reception halls, wedding halls, for assembly and recreation
Crematorium & Embalming
Fire, sheriff, and emergency services
Funeral homes
Governmental Functions, not otherwise listed
Post office
Religious Complex (less than 350 seats), new site
Religious Complex (more than 350 sets), new site
Religious Complex (any size), addition to existing complex/site
Schools, Continuing Education (alternative, adult colleges and universities and technical, trade, and other specialty schools)
Schools, Pre-K-Secondary (nursery and preschool, grade schools, elementary, middle, and high schools), addition to existing site
<b><u>Transportation, Communication, and Utilities</u></b>
Airports, Heliports and Support Establishments
Bus passenger stations/terminals/shelters
Freight terminals & truck terminals
Gas or electric generation distributing facilities, compressor stations, or substations
Parking lots, parking structures or underground parking areas (commercial or governmental)
Public utility storage and service yards
Radio and TV stations and studios (excluding transmission tower)
Railroad freight yards, repair shops/sheds and marshalling yards
Sewage treatment and Water treatment plants
Taxi and Limousine Service
Utility lines (including electric lines, phone/cable lines, distribution circuits, gas/fuel lines, water lines, steam/air conditioning lines, irrigation channels, and sewer water lines)
<b><u>Agriculture</u></b>
Animal Production and Support Services, (unincorporated Lee County)
Crop Production and Support Functions, (unincorporated Lee County)
Crop Production and Support Functions, (Sanford and Broadway)
Forestry and Logging and Support Services, (unincorporated Lee County)

**USES PERMITTED WITH DEVELOPMENT REGULATIONS**

The uses listed below may either be permitted by right or upon approval of a Special Use Permit, but are also subject to the requirements of Article 5 Supplemental Development Regulations of the Unified Development Ordinance (for example, daycares are required to install a fence around outdoor play areas).

<b><u>Residential Uses</u></b>
Home Occupations (See Section 5.16)
<b><u>Accommodations and Group Living</u></b>
Hotel, Motel, and Tourist Court (See Section 5.17)
<b><u>General Sales or Service</u></b>
Animal Hospitals, Veterinary Services, Animal Shelters, Kennels/Animal Pet Services (See Section 5.3)
Car Washes and Car Care Centers (See Section 5.5)
Freestanding Ice Vending Unit (See Section 5.37)
Manufactured home and/or storage building sales (See Section 5.21)
Mini-warehousing/Self-service storage leasing (See Section 5.22)
Motor Vehicles (automobiles), Boats, RVs, Sales and /or Leasing/Rental (See Section 5.24)
<b><u>Industrial &amp; Manufacturing Uses</u></b>
Concrete and Asphalt Plants (See Section 5.8)
Landfills, LCID (2 acres or less in size) (See Section 5.19)
Landfills, C&D or LCID (greater than 2 acres in size) (See Section 5.20)
<b><u>Arts, Recreation &amp; Entertainment</u></b>
Drive-in theaters (See Section 5.11)
Entertainment Establishments (lounges, discos, nightclubs, pool halls and/or private clubs (See Section 5.26)
Raceways, drag strips (motorized vehicles)
Recreation activities, commercial outdoor (defined in article 5), not otherwise listed 5.61
<b><u>Education, Public Administration, Health Care, and Institutional</u></b>
Cemeteries, public and private (does not include individual family plots) (See Section 5.6)
Community food services (See Section 5.7)

**USES PERMITTED UPON ISSUANCE OF A SPECIAL USE PERMIT**

The uses listed below are permitted in the respective zoning district only after review and approval of a Special Use Permit by the Board of Adjustment for the applicable jurisdiction in accordance with Article 3 Zoning and Permitting Procedures, Section 3.5 Special Use Permits of the Unified Development Ordinance. Special uses are subject to any/all applicable general design standards, any development regulations which apply to the specific use and those requirements that may reasonably be imposed by the respective board as per the Unified Development Ordinance.

<b><u>Industrial &amp; Manufacturing Uses</u></b>
Chemicals, plastics and rubber products
Contractors' offices/shop with outdoor storage areas
Chemicals, plastics and rubber products
Manufacturing, excluding other uses listed in this table
Sawmills or Planing Mills
<b><u>Arts, Recreation &amp; Entertainment</u></b>
Amusement or Theme Park Establishment
<b><u>Education, Public Administration, Health Care, and Institutional</u></b>
Schools, Pre-K – Secondary (nursery and preschool, grade schools, elementary, middle, and high school), new site
Social assistance, welfare and charitable services
<b><u>Transportation, Communication, and Utilities</u></b>
Solid Waste Collection, Transfer and/or Disposal (non hazardous)
Solid Waste Convenience Centers

**USES PERMITTED UPON ISSUANCE OF A SPECIAL USE PERMIT THAT HAVE SPECIFIC DEVELOPMENT REGULATIONS**

The uses listed below are permitted in the respective zoning district only after review and approval of a Special Use Permit by the Board of Adjustment for the applicable jurisdiction in accordance with Article 3 Zoning and Permitting Procedures, Section 3.5 Special Use Permits of the Unified Development Ordinance. In addition to any/all applicable general design standards and those requirements that may reasonably be imposed by the respective board, these uses have specific standards that must be adhered to as per the Unified Development Ordinance (for example, fencing is required around the base of telecommunication towers, including any structures or guy wires).

<b><u>Industrial and Manufacturing</u></b>
Mining and Quarries (See Section 5.23)
Storage of Flammable Liquids (In Bulk) Above Ground Storage (See Section 5.31)
<b><u>Transportation, Communication, and Utilities</u></b>
Telecommunication towers (See Section 5.33)

## **MF-12, MULTIFAMILY ZONING DISTRICT**

*This list was created by Sanford/Lee County Planning & Development staff as a summary of the permitted land uses within a specific zoning district and is intended for general informational purposes. Staff makes every effort to ensure that the information provided is accurate and up-to-date; however, it is recommended that you verify with Planning & Development staff that the proposed use is permitted within the specific zoning district and discuss any/all development requirements prior to pursuing a project. This information is applicable for the jurisdictions of the City of Sanford, Lee County and the Town of Broadway, North Carolina.*

### **USES PERMITTED BY RIGHT**

**The uses listed below are permitted by right, subject to any/all other applicable standards of the Unified Development Ordinance (for example, parking requirements).**

<b><u>Accessory Uses</u></b>
Accessory uses (See Section 5.1)
<b><u>Residential Uses</u></b>
Dwelling, Duplex (two family dwelling)
Dwelling, Modular home
Dwelling, Single-family detached
<b><u>Accommodations and Group Living</u></b>
Boarding house/Room Renting
Child and Youth Services
Nursing, Supervision, Adult Care Homes, Group Care Facilities and other rehabilitative services
<b><u>Arts, Recreation &amp; Entertainment</u></b>
Parks, playgrounds, and athletic fields operated on a noncommercial basis
<b><u>Education, Public Administration, Health Care, and Institutional</u></b>
Day care facility, Adult
Religious Complex (less than 350 seats), new site
Religious Complex (any size), addition to existing complex/site
Schools, Pre-K –Secondary (nursery and preschool, grade schools, elementary, middle, and high school), addition to existing site
<b><u>Transportation, Communication, and Utilities</u></b>
Utility lines (including electric lines, phone/cable lines, distribution circuits, gas/fuel lines, water lines, steam/air conditioning lines, irrigation channels, and sewer/waste water lines)
<b><u>Agriculture</u></b>
Animal Production and Support Services, (unincorporated Lee County)
Crop Production and Support Functions, (unincorporated Lee County)
Crop Production and Support Functions, (Sanford and Broadway)
Forestry and Logging and Support Services, (Unincorporated Lee County)

**USES PERMITTED WITH DEVELOPMENT REGULATIONS**

The uses listed below may either be permitted by right or upon approval of a Special Use Permit, but are also subject to the requirements of Article 5 Supplemental Development Regulations of the Unified Development Ordinance (for example, daycares are required to install a fence around outdoor play areas).

<b><u>Residential Uses</u></b>
Dwelling Multifamily (three or more units) (See Section 10.3)
Dwelling, Single-family attached (See Section 10.3)
Home Occupations (See Section 5.16)
<b><u>Accommodations and Group Living</u></b>
Bed and breakfast Inn (See Section 5.4)
Family Care Homes (See NCGS 168-21) (See Section 5.12)
<b><u>Industrial &amp; Manufacturing Uses</u></b>
Landfills, LCID (2 acres or less in size) (See Section 5.19)
<b><u>Education, Public Administration, Health Care, and Institutional</u></b>
Day Care facility, Home Child Care (See Section 5.10)

**USES PERMITTED UPON ISSUANCE OF A SPECIAL USE PERMIT**

The uses listed below are permitted in the respective zoning district only after review and approval of a Special Use Permit by the Board of Adjustment for the applicable jurisdiction in accordance with Article 3 Zoning and Permitting Procedures, Section 3.5 Special Use Permits of the Unified Development Ordinance. Special uses are subject to any/all applicable general design standards, any development regulations which apply to the specific use and those requirements that may reasonably be imposed by the respective board as per the Unified Development Ordinance.

<b><u>Accommodations and Group Living</u></b>
Dormitories for the students of colleges, commercial schools, staff of hospitals
Group Home/Residential Care Facility, Level I
Group Home/Residential Care Facility, Level II
<b><u>Arts, Recreation &amp; Entertainment</u></b>
Fitness and recreational sports, gym, health spa, reducing salon, swimming pool/auditorium, racquet club or athletic club (not otherwise listed)
Golf courses, public and private
Golf driving ranges
Sports stadiums or arenas
<b><u>Education, Public Administration, Health Care, and Institutional</u></b>
Civic, Social, and Fraternal Organizations, including community centers, meeting halls, community halls, reception halls, wedding halls, for assembly and recreation
Fire, sheriff, and emergency services
Governmental Functions, not otherwise listed
Libraries

Religious complex (more than 350 seats), new site
Schools, Continuing Education (alternative, adult colleges and universities, and technical, trade and other specialty schools)
Schools, Pre-K – Secondary (nursery and preschool, grade schools, elementary, middle and high school), new site
Social assistance, welfare and charitable services
<b><u>Transportation, Communication, and Utilities</u></b>
Sewage treatment and Water treatment plants

**USES PERMITTED UPON ISSUANCE OF A SPECIAL USE PERMIT  
THAT HAVE SPECIFIC DEVELOPMENT REGULATIONS**

The uses listed below are permitted in the respective zoning district only after review and approval of a Special Use Permit by the Board of Adjustment for the applicable jurisdiction in accordance with Article 3 Zoning and Permitting Procedures, Section 3.5 Special Use Permits of the Unified Development Ordinance. In addition to any/all applicable general design standards and those requirements that may reasonably be imposed by the respective board, these uses have specific standards that must be adhered to as per the Unified Development Ordinance (for example, fencing is required around the base of telecommunication towers, including any structures or guy wires).

<b><u>Industrial &amp; Manufacturing Uses</u></b>
Landfills, C&D or LCID (greater than 2 acres in size) (See Section 5.20)
Mining and Quarries (See Section 5.23)
<b><u>Education, Public Administration, Health Care, and Institutional</u></b>
Cemeteries, public and private (does not include individual family plots) (See Section 5.6)
Day Care facility, Child Care Center (See Section 5.10)
<b><u>Transportation, Communication, and Utilities</u></b>
Telecommunication towers (See Section 5.33)

**ADJOINING PROPERTY OWNERS LIST**

PETITION BY: Ameer Rental Properties, LLC  
 REQUEST: Rezone 2.02 ± acres from LI to MF-12  
 LOCATION: Vacant Lot off of Gunter Street  
 PINS: 9643-64-6390

No.	PIN	PROP ADDR	OWNER 1	OWNER2	M #	MAIL ST	MAILCITY	ST	ZIP
01	9643-74-1894	(V) HAWKINS AVE	WOMBLE, W CLYDE	WOMBLE, BETTY W	320	Westport Place	SANFORD	NC	27330
02	9643-74-1650	(V) HAWKINS AVE	DARK, P L JR	-	1002	Hawkins Ave	SANFORD	NC	27330
03	9643-74-1310	(V) HAWKINS AVE	SANFORD, CITY OF	-	-	PO BOX 3729	SANFORD	NC	27331
04	9643-73-0931	(V) WILSON ST	SANFORD, CITY OF	-	-	PO BOX 3729	SANFORD	NC	27331
05	9643-63-5985	410 GUNTER ST	MB LEASING ENTERPRISES INC	-	-	PO BOX 4232	SANFORD	NC	27331
06	9643-64-4015	810 HAWKINS AVE	ALOWDI, LLC	-	810	Hawkins Ave	SANFORD	NC	27330
07	9643-64-5234	157 GUNTER ST	ALOWDI, SOBHI ABDO	-	528	Tucks Court	SANFORD	NC	27330
08	9643-64-4222	900 HAWKINS AVE	MAIN STREET MONOGRAMS INC	-	900	Hawkins Ave	SANFORD	NC	27330
09	9643-64-4340	904 HAWKINS AVE	AHERN, DANIEL R	-	522	W Chisholm St	SANFORD	NC	27330
10	9643-64-4389	908 HAWKINS AVE	PHELPS, GENE P	PHELPS, SADIE M	2001	Sutphin Dr	SANFORD	NC	27330
11	9643-64-4499	914 HAWKINS AVE	CAVANAGH, ASHLEY BROWN	-	914	Hawkins Ave	SANFORD	NC	27330
12	9643-64-6553	(V) HAWKINS AVE	DARK, P L JR	-	1002	Hawkins Ave	SANFORD	NC	27330
13	9643-64-6720	(V) HAWKINS AVE	DARK, P L JR	-	1002	Hawkins Ave	SANFORD	NC	27330
	APPLICANT:	Ameer Rental Properties, LLC	-	-	810	Hawkins Ave	SANFORD	NC	27330
	PROPERTY OWNER:	R.A. Smith Enterprises, LLC	Note: P.O. Box 845 Pittsboro, NC address per tax records is incorrect per returned mail & application.	-	2140	Mt Carmel Rd	ALTON	VA	24520

(V) = Vacant

275

\$250 FEE + Notice Fee

# Zoning Map Amendment (Rezoning) Application

Circle Jurisdiction That Applies:

City of Sanford

Lee County

Town of Broadway

1. Applicant Name: AGA Corp - Van Groen
2. Applicant Address: P.O. Box 2825
3. Applicant Telephone: 919-770-4883
4. Name and Address of Property Owner(s) if different than applicant:  
AGA Corp.  
P.O. Box 2825 Sanford NC
5. Location of Subject Property: Commerce Drive  
Lee Co. P.I.N. Portions of Lee Co. Tax Parcels: 9660-16-7151 and 9660-37-6982
6. Total Area included in Rezoning Request: 24.17 Acres
7. Zoning Classification: Current: C2D Requested: C-2
8. Existing Land Use(s): Farm
9. Reason(s) for Requesting a Zoning Map Amendment (Rezoning):  
have contract w/ Developer to Develop  
25.45 ±
10. Signature(s) of Applicant (and Property Owners if different from Applicant).

11.5  
12.67  
24.17  
18.65

I hereby acknowledge that the information contained herein is true. It is further understood that this application will be reviewed for completeness and accuracy and that it shall not be scheduled for official consideration until all required contents are submitted in proper form to the City of Sanford/Lee County Community Development Department.

Van R. Groce Sr  
Van R. Groce Sr  
Signature of Property Owner(s) (Sign & Print)

8/11/16  
Date

### Required Attachments/Submittals

- A. A completed rezoning application (incomplete applications/submittals will not be accepted or processed).
- B. A copy of a current Lee County Tax Map illustrating the location of the area to be rezoned. If the exterior boundary of the area to be rezoned does not follow along existing property boundaries, then the applicant shall be required to submit a metes and bounds (legal) description describing the area requested for rezoning.
- C. A copy of the latest deed for the subject property as recorded at the Lee County Register of Deeds Office.
- D. A \$250.00 Application fee (plus notice fee), payable to the City of Sanford is required before processing the application.
- E. If the requested rezoning is for a Conditional Zoning District, a Supplemental Application for Conditional Zoning District must also be included, along with an additional \$100.00 fee.
- F. The submission deadline is the 2nd Friday of each month at 12:00pm/noon for the rezoning to be heard the following month.

### STAFF USE ONLY

Date Received: 2010-08-11 Fee Paid: \$275.00

Application No.: 55A-2010-0001

Staff Signature: [Signature]

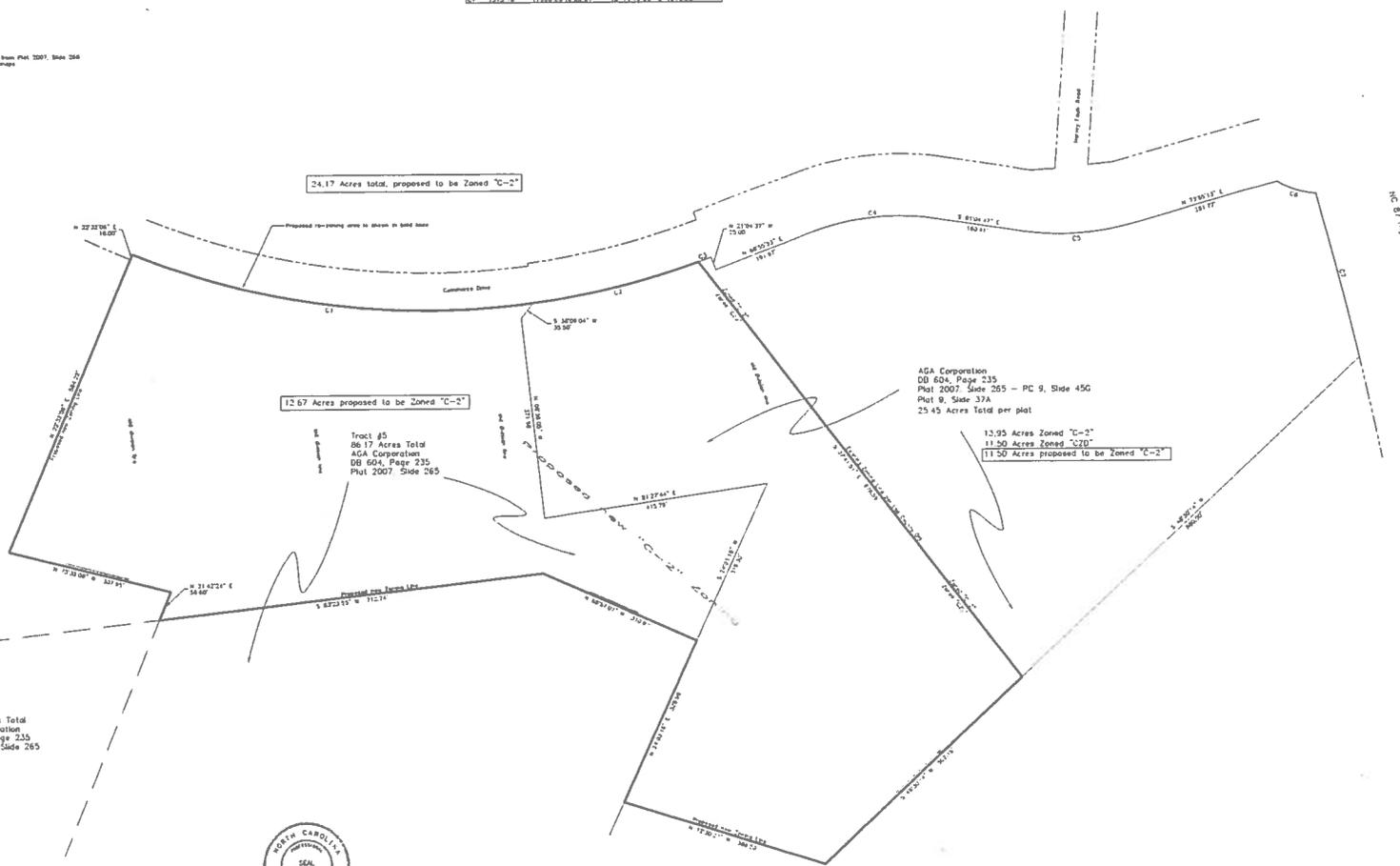
Energov Case No.: 2-1A-2010-8320

REFERENCE:  
 DEED BOOK 604 PAGE 235  
 LEE COUNTY REGISTRY  
 RATIO OF PRECISION = 1/100,000  
 AREA IS ESTIMATED  
 BY COORDINATE METHOD.  
 NOT INTENDED TO BE PREPARED  
 FOR RECORDATION IN ACCORDANCE  
 WITH G.S. 47-30 AS AMENDED  
 UNLESS OTHERWISE NOTED:  
 @ = EXISTING IRON STAKE  
 @ = EXISTING CONCRETE MONUMENT  
 @ = METAL STAKE  
 @ = CALCULATED POINT  
 @ = POWER SERVICE STUB  
 @ = SEWER SERVICE STUB  
 @ = TELEPHONE SERVICE STUB  
 @ = CABLE TV SERVICE STUB  
 @ = WATER METER  
 @ = FIRE HYDRANT  
 @ = SANITARY SEWER MANHOLE  
 @ = UTILITY POLE

POINT	NORTHING	EASTING	HEIGHT	DATE	BY
1	111.50	112.00	112.50	11/11/18	MTC
2	111.50	112.00	112.50	11/11/18	MTC
3	111.50	112.00	112.50	11/11/18	MTC
4	111.50	112.00	112.50	11/11/18	MTC
5	111.50	112.00	112.50	11/11/18	MTC
6	111.50	112.00	112.50	11/11/18	MTC
7	111.50	112.00	112.50	11/11/18	MTC
8	111.50	112.00	112.50	11/11/18	MTC
9	111.50	112.00	112.50	11/11/18	MTC
10	111.50	112.00	112.50	11/11/18	MTC
11	111.50	112.00	112.50	11/11/18	MTC
12	111.50	112.00	112.50	11/11/18	MTC
13	111.50	112.00	112.50	11/11/18	MTC
14	111.50	112.00	112.50	11/11/18	MTC
15	111.50	112.00	112.50	11/11/18	MTC
16	111.50	112.00	112.50	11/11/18	MTC
17	111.50	112.00	112.50	11/11/18	MTC
18	111.50	112.00	112.50	11/11/18	MTC
19	111.50	112.00	112.50	11/11/18	MTC
20	111.50	112.00	112.50	11/11/18	MTC



Boundary and corner based on data from Plat 2007, Book 264  
 Plat 9, Book 45-C and Lee County GIS maps



Matthew Callahan

PROPOSED ZONING MAP FOR  
 AGA Corporation, Commerce Drive  
 Barrington Park, City of Sanford  
 JONESBORO TOWNSHIP, LEE COUNTY,  
 NORTH CAROLINA

AUGUST 11, 2018 -- SCALE 1"=100'  
 MATTHEW A. CALLAHAN SURVEYING  
 P.O. BOX 888, YARRS, N.C.  
 (919)848-2060





2016-09-02

**Sanford City Council and Sanford Planning Board  
Public Hearing Information  
Application #554-2016-0902 to Amend the City of Sanford Zoning Map  
September 20, 2016**

**APPLICANT & PROPERTY OWNER:** AGA Corporation

**REQUEST:** Rezone 24.17 ± acres of land with frontage on Commerce Drive from the current zoning of Barrington Park Conditional Zoning District to General Commercial (C-2). The property is the same as depicted on Lee County Tax Map 9660.01 as portions of Tax Parcels 9660-37-6982 and 9660-16-7151 Lee County Land Records and as illustrated as Lots 1, 2, 3, 4, 5 and portions of adjoining lots labeled as being owned by AGA Corporation on a survey map recorded in Plat Cabinet 9, Slide 45-G of the Lee County Register of Deeds Office.

**LOCATION:** South of and fronting Commerce Drive, approximately 1,200ft west of the intersection of NC Hwy 87 and Commerce Drive.

**TOWNSHIP:** Jonesboro

**TAX PARCEL NO.:** Portions of Lee County Tax Parcels 9660-37-6982 and 9660-16-7151, as depicted on depicted Tax Map 9660.01

**ADJACENT ZONING:**

North: Opposite Commerce Drive, South Park Village Apartments Conditional Zoning District and Office & Institutional (O&I)  
South: Barrington Park Conditional Zoning District and Barrington Park South Conditional Zoning District  
East: General Commercial (C-2) and Barrington Park South Conditional Zoning District  
West: Barrington Park Conditional Zoning District

**Site and Area Description**

The property to be rezoned is a portion of two adjoining vacant tracts of land with frontage on Commerce Drive; more specifically, it is comprised of 11.50 acres of Lee County tax parcel 9660-37-6982 and 12.67 acres of Lee County tax parcel 9660-16-7151. The site is undeveloped and partially wooded.

Residential uses in the area include the South Park Village Apartments multi-family project that is currently under construction on the opposite side of Commerce Drive in the northwestern corner of the intersection of Commerce Drive and Harvey Faulk Road and several single-family homes north of the multifamily site and off of Harvey Faulk Road. The Park at South Park, a new 23 lot residential single-family home subdivision was approved in June of 2016 to be developed on 15.6 ± acres on the southwestern side of Commerce Drive, near the end of the existing paved road. At this time, there is a 14.3 acre tract of land zoned Barrington Park Conditional Zoning District between the subject property and the Park at South Park site, which was part of an 86 acre area that was rezoned to Residential Single-family (R-14) in June of 2016

2016-09-02

to allow for residential development between the existing terminus of Commerce Drive and Lee Avenue.

Commercial uses in the area include Liberty Commons Nursing & Rehabilitation Center of Lee County at 310 Commerce Drive and Mid Carolina Innovations / Victor & Associates, Inc., an outpatient mental health treatment center at 488 Commerce Drive, both of which are located on the opposite side of Commerce Drive.

The property is currently zoned Barrington Park Conditional Zoning District, which was to allow the development of a planned community that included areas for single-family detached houses (including patio homes), townhomes, multi-family apartments, office & institutional uses, neighborhood commercial uses, assisted living /retirement community with maximum densities per acre. The subject property was included within an area designated as "E", "F" and "K" on the Illustrative Master Plan approved in 2007. Area "E" is approved for a multi-family residential use with a maximum density of 16 units per acre. Area "F" is approved for office & institutional uses, assisted living facilities, townhomes with a maximum density of 10 units per acre and single-family detached houses, including patio homes with a minimum of 7,200sf lots. Area "K" is approved for uses permitted within the General Commercial (C-2) zoning district. There is an illustration that provides information regarding this conditional zoning district included within the agenda for your reference.

#### **Staff Analysis**

The proposed zoning district of General Commercial (C-2) is established to provide areas for general commercial activities designed to serve the community such as shopping centers, repair shops, wholesale businesses, and retail sales with limited outdoor display of goods and limited outdoor operations. This district promotes a broad range of commercial operations and services necessary for large regions of the County, providing community balance. C-2 zones should be located on or within proximity to major thoroughfares. The dimensional requirements of the C-2 district include a minimum lot width of 50 feet, a minimum lot depth of 100 feet (which creates a minimum lot size of 5,000 square feet), with principal building setbacks of 10 feet from any street right-of-way and the required landscape buffer yard width determining the required rear and side yard setbacks as measured from the property lines. There is no maximum building height in C-2.

Some of the uses permitted by right and/or with development standards (staff level approval) in the C-2 district include banks, churches, convenience stores (with & without gas sales) grocery stores, motor vehicle sales & service, office buildings, pharmacies, restaurants (with & without drive-through facilities), retail sales of most goods and shopping centers.

Special Uses allowed in the C-2 district, subject to approval by the Board of Adjustment, some of which have specific development standards, include group homes/residential care facilities (levels 3 & 4), contractors' offices/shop with outdoor storage, certain types of manufacturing and telecommunication towers. Please reference the List of Permitted Uses for the General Commercial (C-2) Zoning District that is included within the agenda for the complete list of uses that would be permitted.

2016-09-02

**Utilities**

The subject property appears to have access to public water and sanitary sewer. If the rezoning is approved, all new development that proposes to connect to public water or sewer must be approved by the City of Sanford Public Works Department to verify compliance with all applicable regulations.

**Transportation**

The subject property has approximately 1,069ft of road frontage along Commerce Drive, which transitions from a NCDOT maintained public street with a 100ft feet right-of-way width to a City maintained public street with a varying right-of-way width. All new development that proposes to connect to Commerce Drive must be approved by NCDOT and the City of Sanford Public Works Department to verify compliance with all applicable regulations.

The 2007 Lee County Comprehensive Transportation Plan does not illustrate Commerce Drive. There is a 2013 traffic count of 290 vehicle per day on Harvey Faulk Road in front of a house addressed as 732 Harvey Faulk Road, approximately 2,700ft north of the intersection of Harvey Faulk Road and Commerce Drive.

**Environmental & Local Overlay Districts**

Per GIS, the site has a pond and streams, but it is not located within an established floodplain or watershed. The site is located within the Greenwood Small Area Plan study area, but does not have a recommended land use designation (denoted as "City of Sanford"). This site is not located within a designated historic district.

The City of Sanford, Lee County and the Town of Broadway do not have local grading permits and rely on the North Carolina Department of Environmental Quality to regulate land disturbing activities. For questions or concerns regarding land disturbing activities, please contact the North Carolina Division of Energy, Mineral, and Land Resources Sediment Program at 1612 Mail Service Center, Raleigh, NC 27699-1612 or call 919-707-9220 or visit the NCDEQ website at <http://deq.nc.gov>.

**Development Standards**

If rezoned, all of the uses permitted in the General Commercial (C-2) 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.

**Conformance with the Sanford/Lee County 2020 Land Use Plan**

The 2020 Land Use Plan identifies the subject property as being within two land use designations. The eastern half of the site (closest to NC Hwy 87) is identified as Retail-Commercial, which is to provide for retail and commercial type uses. The western half of the site is identified as Industrial Park, which is to provide for research and selective manufacturing with complimentary uses, to utilize the advantages of locating these uses near each other and to buffer them from adjacent uses. When considering the zoning of this property, current development trends and the surrounding zoning of the neighborhood should be considered.

2016-09-02

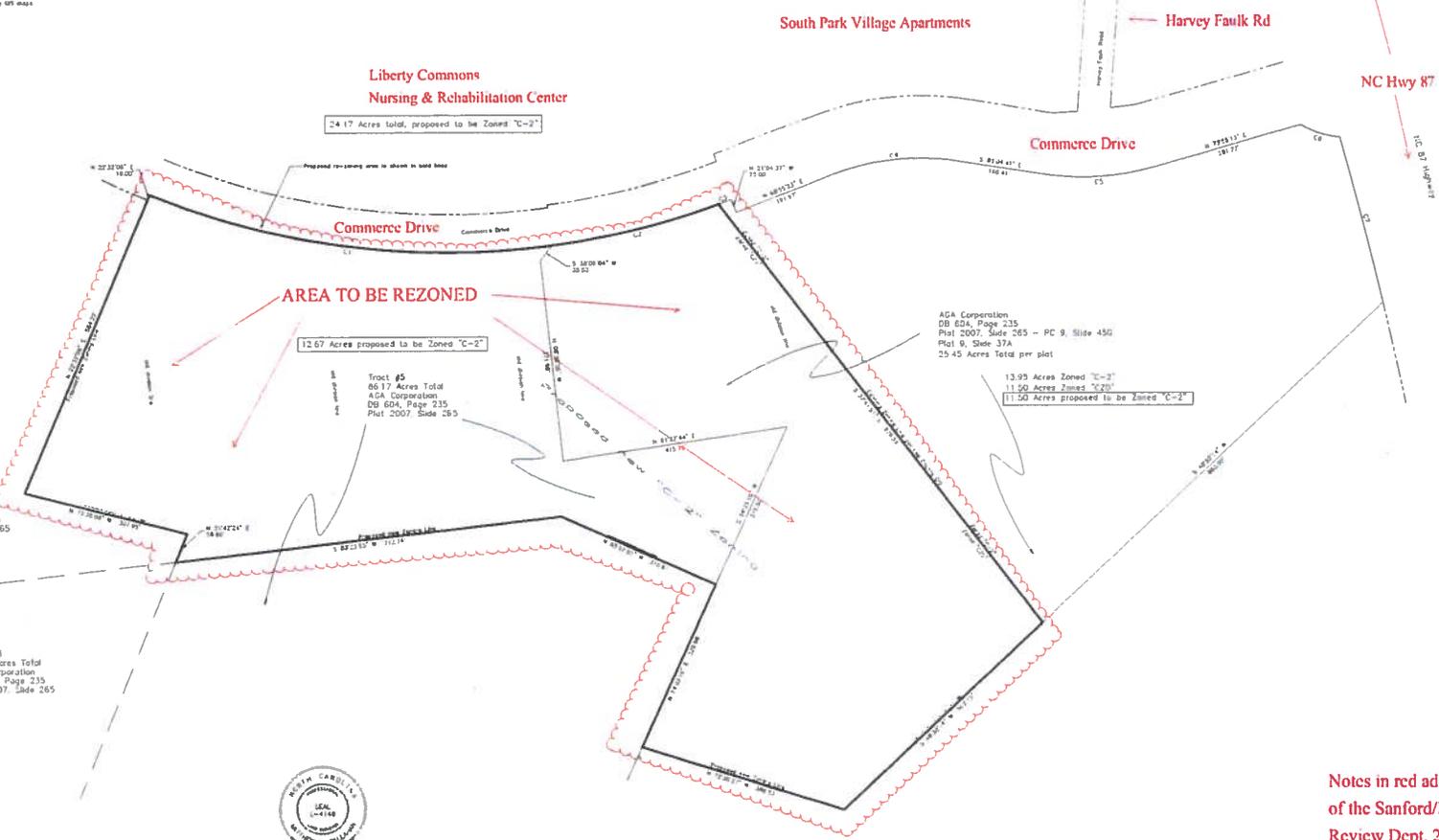
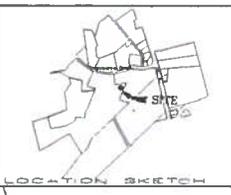
**Planning & Development Staff Recommendation**

Staff recognizes that approximately half of the subject property appears to align with the recommendation of the adopted comprehensive plan (2020 Land Use Plan), which identifies the area as appropriate for retail and commercial uses, while the other half of the subject property appears to deviate from the recommendation of this plan, which identifies this area for Industrial Park. The decision to rezone a portion of the subject property to the Barrington Park Conditional Zoning District in the past was based on public testimony that was received from the owners of the business park, which supported the rezoning change due to the persistent lack of interest in the industrial and business development on the subject properties since the original South Park Business Park approval in 2000. The same holds true today with regard to the lack of interest in developing this area in an industrial or business manner. Also, there has been no forward movement on the Barrington Park project since the original rezoning request in 2007 and land has been recently rezoned from Barrington Park Conditional Zoning District to Residential-Mixed (R-14) to allow for development that would deviate from the Barrington Park project. Therefore, given the availability of public utilities and that there would be approximately 14 acres of buffer area between the recently residentially rezoned property and this site, rezoning the subject property to the General Commercial (C-2) zoning district would appear to allow the owner to make reasonable use of the land while acknowledging that this area appears to be transitioning from commercial. Please note that information presented at the public hearing should also be considered regarding a final decision on the requested zoning map amendment.

REFERENCE:  
 DEED BOOK 64, PAGE 735  
 LEX COUNTY REGISTRY  
 MAP OF PRECEDENCE 1/18/2004  
 ACREAGE DETERMINED  
 BY CORPORATE METHOD  
 NOT INTENDED TO BE PREPARED  
 FOR RECORDATION IN ACCORDANCE  
 WITH G.S. 47-30 AS AMENDED  
 UNLESS OTHERWISE NOTICED.  
 ■=EXISTING RIGHT OF WAY  
 ■=EXISTING COMPLETE MONUMENT  
 □=MET MONUMENT  
 ▲=CALCULATED POINT  
 ○=SEWER SERVICE STUB  
 ○=WATER SERVICE STUB  
 ○=TELEPHONE SERVICE STUB  
 ○=UTILITY SERVICE STUB  
 ○=WATER METER  
 ○=SEWER METER  
 ○=UTILITY POLE

Boundary and extent shown herein taken from Plat 2007, Side 265  
 Plat 9, Side 45-C, and Lee County GIS maps

TRACT	ACRES	PLAT	SIDE	DATE
1	1.17	2007	265	11/17/07
2	1.70	2007	265	11/17/07
3	3.01	2007	265	11/17/07
4	86.17	2007	265	11/17/07
5	13.95	2007	265	11/17/07
6	11.50	2007	265	11/17/07
7	13.95	2007	265	11/17/07
8	11.50	2007	265	11/17/07
9	13.95	2007	265	11/17/07
10	11.50	2007	265	11/17/07
11	13.95	2007	265	11/17/07
12	11.50	2007	265	11/17/07
13	13.95	2007	265	11/17/07
14	11.50	2007	265	11/17/07
15	13.95	2007	265	11/17/07
16	11.50	2007	265	11/17/07
17	13.95	2007	265	11/17/07
18	11.50	2007	265	11/17/07
19	13.95	2007	265	11/17/07
20	11.50	2007	265	11/17/07
21	13.95	2007	265	11/17/07
22	11.50	2007	265	11/17/07
23	13.95	2007	265	11/17/07
24	11.50	2007	265	11/17/07
25	13.95	2007	265	11/17/07
26	11.50	2007	265	11/17/07
27	13.95	2007	265	11/17/07
28	11.50	2007	265	11/17/07
29	13.95	2007	265	11/17/07
30	11.50	2007	265	11/17/07



Matthew Callahan

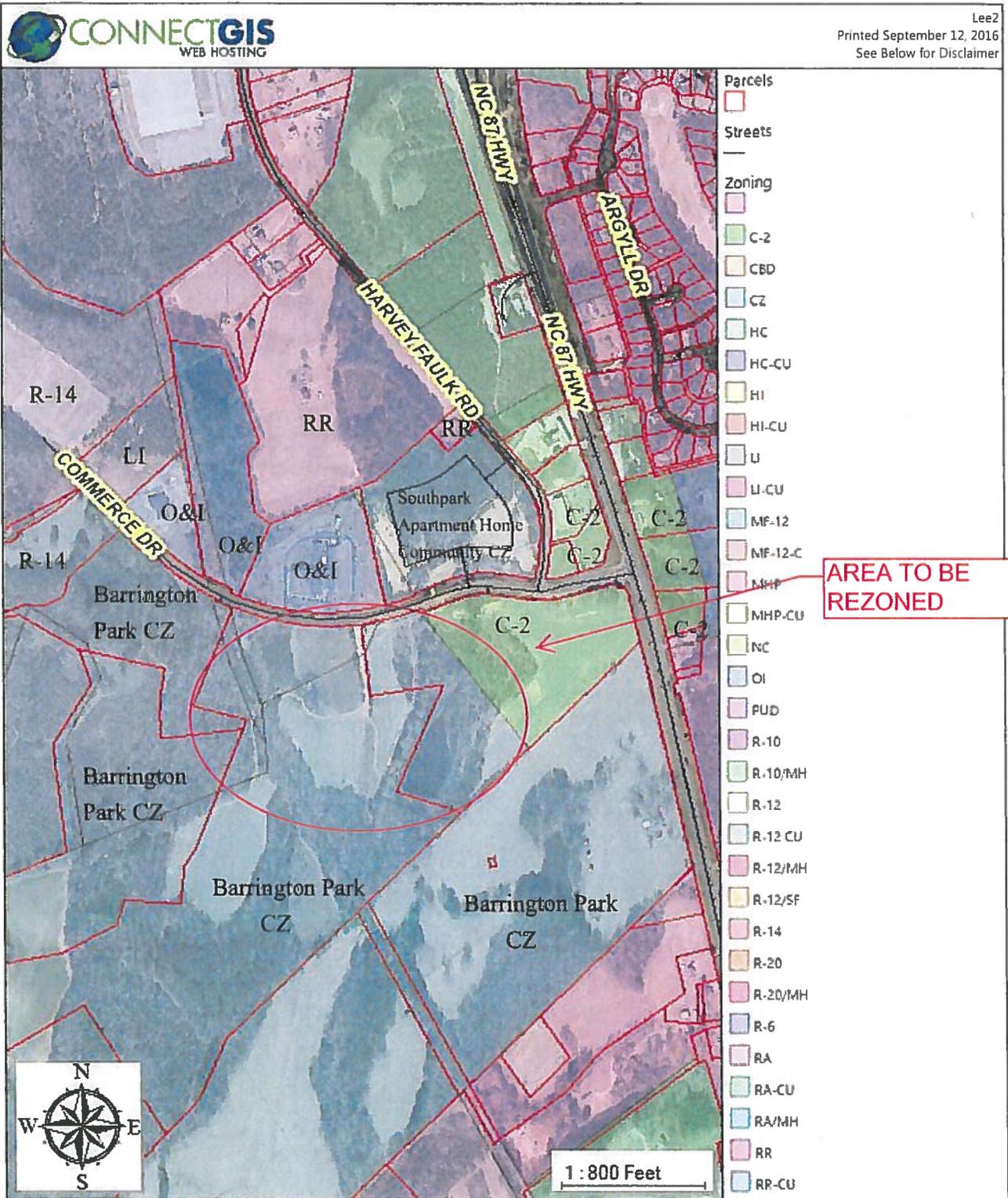
Notes in red added by Amy J. McNeill  
 of the Sanford/Lee County Zoning & Design  
 Review Dept. 2016-09-09

PROPOSED ZONING MAP FOR  
 Barrington Park, City of Sanford  
 JONESBORO TOWNSHIP, LEE COUNTY,  
 NORTH CAROLINA

AUGUST 11, 2016 -- SCALE 1"=100'  
 MATTHEW A. CALLAHAN SURVEYING  
 P.O. BOX 950, YARB, N.C.  
 (919)243-2900



Rezone from Barrington Park CZ to C-2 24.17 acres, portion of 9660-37-6982 and 9660-16-7151.



This site is prepared for the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats and other public records and data. Users of this site are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this site. The County of Lee and Mobile311, LLC assume no legal responsibility for the information contained on this site. Please be advised that you must contact the Lee County Tax Office for accurate tax values. Please contact the Lee County Appraisal Department if any building information is incorrect. The map, layer, data and website (collectively known as "the layer") are for graphical and illustration purposes only. The Lee County Strategic Services Department (hereinafter "the Department") provides the layer and the information contained within to the general public and has not customized the information for any specific or general purpose. Such information was generated from data maintained by different sources and agencies and as such, some limitations may apply based upon restrictions imposed by other sources or agencies supplying data to Lee County (hereinafter "the County"). While the Department strives to make the information on the GIS website as timely, reliable and accurate as possible, neither the Department nor the County local governments make any claims, promises, or guarantees about the accuracy, completeness or adequacy of the

# Barrington Park CZ Reference



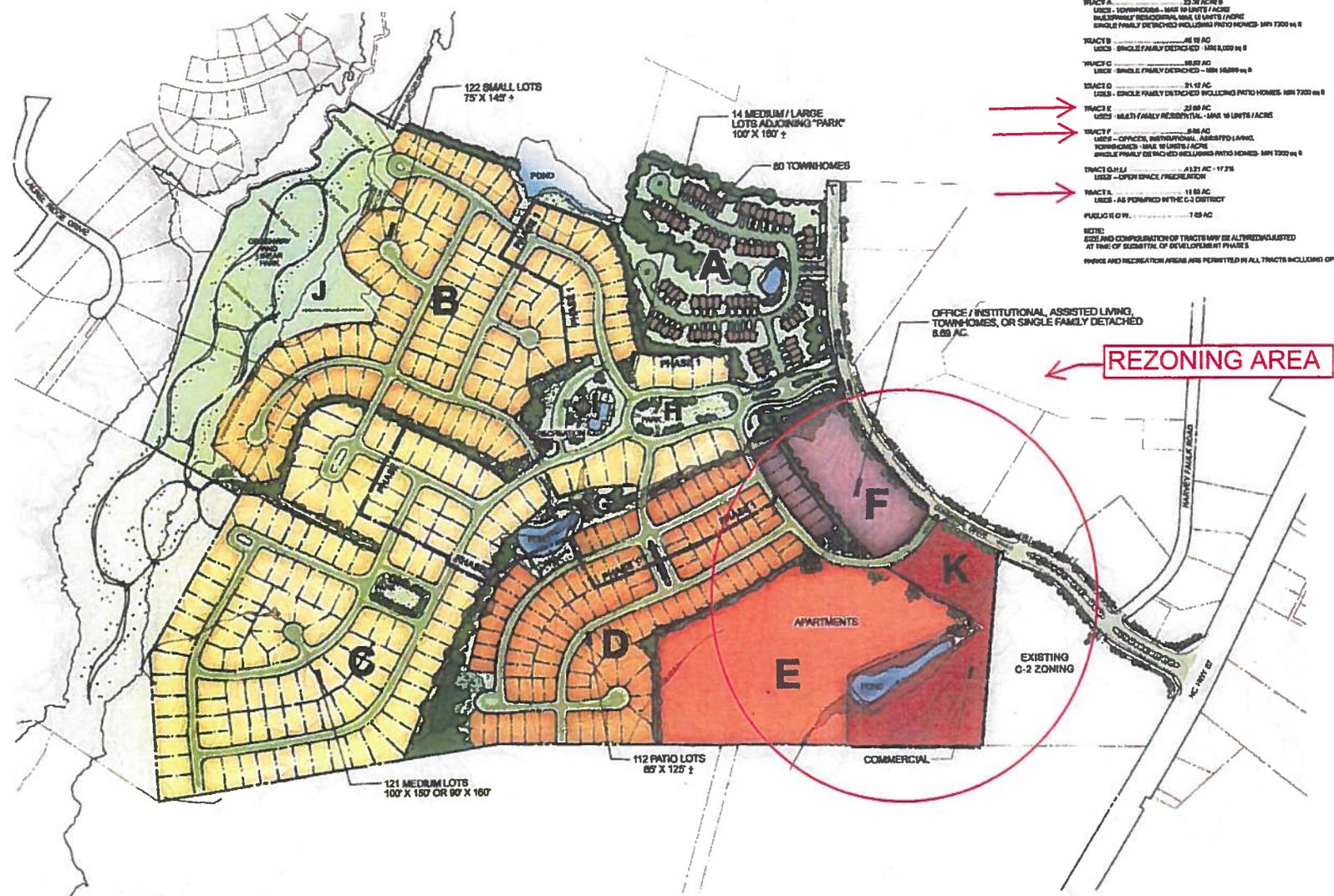
**JTB**  
**LANDSCAPE ARCHITECTURE, INC.**  
 Landscape Architecture  
 Land Planning  
 Environmental Design

805 Jones Providence Road  
 Raleigh, North Carolina 27605  
 (919) 851-7300 Fax: (919) 851-7547  
 277 S.E. 5th Avenue  
 Indray Beach, Florida 33483  
 (407) 275-9653 Fax: (407) 272-7947

**SOUTH PARK**  
 SANFORD, NC

## SITE DATA

- TOTAL ACRES: 264.48 ACRES
  - TRACT A: 23.28 AC ACRES  
 USES - ROW/HOUSES - MAX 10 UNITS / ACRES  
 MULTIFAMILY RESIDENTIAL MAX 14 UNITS / ACRES  
 SINGLE FAMILY DETACHED INCLUDING PATIO HOMES - MIN 1700 sq ft
  - TRACT B: 46.18 AC ACRES  
 USES - SINGLE FAMILY DETACHED - MIN 1600 sq ft
  - TRACT C: 88.87 AC ACRES  
 USES - SINGLE FAMILY DETACHED - MIN 1600 sq ft
  - TRACT D: 21.12 AC ACRES  
 USES - SINGLE FAMILY DETACHED INCLUDING PATIO HOMES - MIN 1700 sq ft
  - TRACT E: 23.88 AC ACRES  
 USES - MULTI FAMILY RESIDENTIAL - MAX 10 UNITS / ACRES
  - TRACT F: 8.88 AC ACRES  
 USES - OFFICES, INSTITUTIONAL, ASSISTED LIVING, ROW/HOUSES - MAX 10 UNITS / ACRES  
 SINGLE FAMILY DETACHED INCLUDING PATIO HOMES - MIN 1700 sq ft
  - TRACT G/H/I: 11.21 AC - 17.2% ACRES  
 USES - OPEN SPACE / RECREATION
  - TRACT J: 11.88 AC ACRES  
 USES - AS PERMITTED BY THE C-2 DISTRICT
  - PUBLIC RIGHT OF WAY: 1.89 AC
- NOTE:  
 SIZE AND COMPOSITION OF TRACTS MAY BE ALTERNATED AT TIME OF SUBMITTAL OF DEVELOPMENT PHASES  
 POND AND RECREATION AREAS ARE PERMITTED IN ALL TRACTS INCLUDING OPEN SPACE



Approved SANFORD  
 by: PLANNING BD  
 date: 2007.07.17

**FILE COPY**

Approved SANFORD  
 by: CITY COUNCIL  
 date: 2007.08.07  
 REFER TO ORD # 2007-42

- 11-10-07
- 3-20-07
- 4-13-07
- 8-30-07
- 6-12-07

ILLUSTRATIVE  
 MASTER  
 PLAN

DATE: \_\_\_\_\_  
 BY: \_\_\_\_\_

THIS PLAN IS A CONCEPTUAL MASTER PLAN FOR ILLUSTRATIVE PURPOSES ONLY, AND IS SUBJECT TO CHANGE.

**GENERAL COMMERCIAL (C-2) ZONING DISTRICT**

*This list was created by Sanford/Lee County Planning & Development staff as a summary of the permitted land uses within a specific zoning district and is intended for general informational purposes. Staff makes every effort to ensure that the information provided is accurate and up-to-date; however, it is recommended that you verify with Planning & Development staff that the proposed use is permitted within the specific zoning district and discuss any/all development requirements prior to pursuing a project. This information is applicable for the jurisdictions of the City of Sanford, Lee County and the Town of Broadway in North Carolina.*

**USES PERMITTED BY RIGHT**

The uses listed below are permitted by right, subject to any/all other applicable standards of the Unified Development Ordinance (for example, parking requirements).

<b><u>Accessory Uses</u></b>
Accessory uses (See Section 5.1)
<b><u>Accommodations and Group Living</u></b>
Boarding House/Room Renting
Dormitories for the students of colleges, commercial schools, staff of hospitals
Group Home/Residential Care Facility, Level I
Group Home/Residential Care Facility, Level II
Nursing, Supervision, Adult Care Homes, Group Care Facilities and other rehabilitative services
<b><u>General Sales or Service</u></b>
ABC Store (liquor sales), incorporated area only
Administrative Services, Travel Arrangement and Reservation Services, Investigation and Security Services (locksmiths)
Agricultural equipment, sales and service
Antique Shops
Appliance Sales, Repair and Maintenance, (no outside storage)
Art dealers, supplies, sales and services
Auction sales, general merchandise (no vehicular sales)
Bakeries, retail, including manufacturing of goods for sale on the premises only
Bicycle (non motorized) Sales and/or Repair
Books, Magazines, music, etc.
Camera and Photographic Supplies
Clothing, Jewelry, Luggage, Shoes, etc.
Computer and Software Sales
Consumer goods, not otherwise listed
Convenience store, without gas sales
Convenience store, with gas sales
Consignment Shops, Used Merchandise Store (not otherwise listed)
Dry cleaning and laundry

Electronic equipment (small), sales and service
Farm, Landscape, and Garden Supply Sales (feed, seed, fertilizer, farm hardware, lawn furniture, mulch, fencing, fountains, statuaries, and other incidental sales of products or related items) (with indoor storage)
Farm, Landscape, and Garden Supply Sales (feed, seed, fertilizer, farm hardware, lawn furniture, mulch, fencing, fountains, statuaries, and other incidental sales of products or related items) (outdoor storage)
Farmers Markets and market shops, including open markets
Finance and Insurance Services (Bank, credit and finance, insurance related)
Flea markets (indoors)
Florist
Furniture or home furnishing sales
Gasoline stations
Grocery stores and Supermarkets (less than 25,000 sq. ft. GFA)
Grocery stores and Supermarkets (more than 25,000 sq. ft. GFA)
Hardware, home centers, lumber yard, heating and plumbing etc., outside storage
Hardware, home centers, lumber yard, heating and plumbing etc., inside storage
Heavy Equipment, sales and service
Leasing/Rental Recreational Goods (Furniture, Party Supplies, Sporting Goods)
Leasing, Commercial and Industrial Machinery and Equipment
Gun shops and Gunsmiths
Mail order or direct selling establishments / Electronic Shopping and Mail-Order Houses
Medical equipment sales, rental or leasing
Monument and cut stone sales
Motion picture, Video and Audio Production
Motorcycle, Motorized Scooters, ATV Sales and/or Leasing/Rental (Indoor display)
Motorcycle, Motorized Scooters, ATV Sales and/or Leasing/Rental (Outdoor display)
Motor Vehicle Parts, Accessories, Tire Sales, enclosed building only
Motor Vehicle, Motorcycle, ATV's boats, RV's, etc., repair and service
Nurseries and greenhouses, commercial (See Section 5.25)
Office building (general)
Palmistry services, Fortune Tellers, Astrologers
Pawnshops (as defined by NCGS 91A-2)
Personal Services (e.g. nail salons, barbers, shoe repair, and similar establishments), not otherwise listed
Pet store or pet supply store
Pharmacy or drugstore, without drive through facility
Pharmacy or drugstore, with drive through facility
Printing and Publishing Services
Professional Services (Legal, Accounting, Architectural, Graphic, Consulting Services, Research and Development, Advertising, etc.)
Real Estate, Sales, Rental & Leasing
Repair of any goods, equipment or vehicles, the manufacture, assembly or sales of which are permitted in that zoning district

Restaurants, with drive-in or drive-through facilities
Restaurants, no drive-in or drive-through facilities
Retail sales or service establishments, not listed elsewhere, and conducted within an enclosed building
Services to buildings and dwellings (Extermination, Janitorial, Landscaping, Carpet and Upholstery cleaning, Packing and crating, etc.), no outside storage
Services to buildings and dwellings (Extermination, Janitorial, Landscaping, Carpet and Upholstery cleaning, Packing and crating, etc.), with outside storage
Shopping Center, less than 25,000 sq. ft.
Shopping Center/Superstore, 25,000 – 100,000 sq. ft.
Shopping Center/Superstore, over 100,000 sq. ft.
Sporting goods, toys, and hobby sales, excluding guns and gunsmiths
Tattoo Parlor/Tattoo Studio and/or Body Piercing
Tobacco or Tobacconist
Upholstery and furniture refinishing
Wholesale trade, generally, with operations conducted and merchandise stored entirely within a building and not otherwise listed
<b>Industrial &amp; Manufacturing Uses</b>
Contractors' offices/shop without outdoor storage areas
Paper and Printing materials manufacturing
Pottery Manufacturing & Sales
Sign manufacturing
Warehouse structures, generally
<b>Arts, Recreation &amp; Entertainment</b>
Aquarium or Planetarium
Amphitheater
Art galleries
Botanical gardens & arboreta
Bowling alley
Exhibition, convention, or conference structure
Fitness and recreational sports, gym, health spa, reducing salon, swimming pool/auditorium, racquet club or athletic club (not otherwise listed)
Golf driving ranges
Golf, miniature
Movie Theater
Museums and art galleries
Outdoor stage, bandstand, or similar structure (maximum 3,000 sq. ft.)
Parks, playgrounds, and athletic fields, operated on a noncommercial basis
Performance Theaters (outdoor)
Performance Theaters or auditoria (indoor)
Recreation activities, commercial indoor, not otherwise listed
Skating Rink – Ice or Roller Skating
Sports stadiums or arenas
Studios for artists, designers, musicians, photographers, sculptors, woodworking (not as

home occupation)
Zoos
<b>Education, Public Administration, Health Care, and Institutional</b>
Civic, Social, and Fraternal Organizations, including community centers, meeting halls, community halls, reception halls, wedding halls, for assembly and recreation
Crematorium & Embalming
Day Care facility, Adult
Fire, sheriff, and emergency services
Funeral homes
Governmental Functions, not otherwise listed
Hospitals
Libraries
Medical and dental clinics or offices, ambulatory or outpatient care, family planning and care, and blood or organ banks
Post office
Religious Complex (less than 350 seats), new site
Religious Complex (more than 350 seats), new site
Religious Complex (any size), addition to existing complex/site
Schools, Continuing Education (alternative, adult, colleges and universities, and technical, trade and other specialty schools)
Schools, Pre-K-Secondary (nursery and preschool, grade schools, elementary, middle, and high school), new site
Schools, Pre-K-Secondary (nursery and preschool, grade schools, elementary, middle, and high school), addition to existing site
Schools, Fine and Performing Arts
Social assistance, welfare and charitable services
<b>Transportation, Communication, and Utilities</b>
Bus passenger stations/terminals/shelters
Parking lots, parking structures or underground parking areas (commercial or governmental)
Radio and TV stations and studios (excluding transmission tower)
Taxi and Limousine Service
Utility lines (including, electric lines, phone/cable lines, distribution circuits, gas/fuel lines, water lines, steam/air conditioning lines, irrigation channels, and sewer/waste water lines)
<b>Agriculture</b>
Animal Production and Support Services, (unincorporated Lee County)
Crop Production and Support Functions, (unincorporated Lee County)
Crop Production and Support Functions, (Sanford and Broadway)
Forestry and Logging and Support Services, (unincorporated Lee County)

**USES PERMITTED WITH DEVELOPMENT REGULATIONS**

The uses listed below may either be permitted by right or upon approval of a Special Use Permit, but are also subject to the requirements of Article 5 Supplemental Development Regulations of the Unified Development Ordinance (for example, daycares are required to install a fence around outdoor play areas).

<b><u>Residential Uses</u></b>
Home Occupations (See Section 5.16)
<b><u>Accommodations and Group Living</u></b>
Bed and breakfast inn (See Section 5.4)
Hotel, Motel, and tourist court (See Section 5.17)
<b><u>General Sales or Service</u></b>
Animal Hospitals, Veterinary services, Animal Shelters, Kennels / Animal Pet Services (See Section 5.3)
Car Washes and Car Care Centers (See Section 5.5)
Flea markets (outdoors) (See Section 5.14)
Freestanding Ice Vending Unit (See Section 5.37)
Manufactured home and/or storage building sales (See Section 5.21)
Mini-warehousing/Self-service storage leasing (See Section 5.22)
Motor Vehicles (automobiles), Boats, RV's Sales and/or Leasing/Rental (See Section 5.24)
<b><u>Industrial &amp; Manufacturing Uses</u></b>
Landfills, LCID (2 acres or less in size) (See Section 5.19)
<b><u>Arts, Recreation &amp; Entertainment</u></b>
Drive-in theaters (See Section 5.11)
Entertainment Establishment (lounges, discos, nightclubs, pool halls and/or private clubs) (See Section 5.26)
Recreation activities, commercial outdoor (defined in Article 5), not otherwise listed 5.61
<b><u>Education, Public, Administration, Health Care, and Institutional</u></b>
Cemeteries, public and private (does not include individual family plots) (See Section 5.6)
Community food services (See Section 5.7)
Day Care facility, Child Care Center, (See Section 5.10)
Day Care facility, Home Child Care (See Section 5.10)

**USES PERMITTED UPON ISSUANCE OF A SPECIAL USE PERMIT**

The uses listed below are permitted in the respective zoning district only after review and approval of a Special Use Permit by the Board of Adjustment for the applicable jurisdiction in accordance with Article 3 Zoning and Permitting Procedures, Section 3.5 Special Use Permits of the Unified Development Ordinance. Special uses are subject to any/all applicable general design standards, any development regulations which apply to the specific use and those requirements that may reasonably be imposed by the respective board as per the Unified Development Ordinance.

<b><u>Accommodations and Group Living</u></b>
Group Home/Residential Care Facility, Level III
Group Home/Residential Care Facility, Level IV
<b><u>Industrial &amp; Manufacturing Uses</u></b>
Contractors' offices/shop with outdoor storage areas
Manufacturing, excluding others uses listed in this table
<b><u>Arts, Recreation &amp; Entertainment</u></b>
Amusement or Theme Park Establishment
<b><u>Transportation, Communication, and Utilities</u></b>
Public utility storage and service yards
Sewage treatment and Water treatment plants

**USES PERMITTED UPON ISSUANCE OF A SPECIAL USE PERMIT THAT HAVE SPECIFIC DEVELOPMENT REGULATIONS**

The uses listed below are permitted in the respective zoning district only after review and approval of a Special Use Permit by the Board of Adjustment for the applicable jurisdiction in accordance with Article 3 Zoning and Permitting Procedures, Section 3.5 Special Use Permits of the Unified Development Ordinance. In addition to any/all applicable general design standards and those requirements that may reasonably be imposed by the respective board, these uses have specific standards that must be adhered to as per the Unified Development Ordinance (for example, fencing is required around the base of telecommunication towers, including any structures or guy wires).

<b><u>Industrial &amp; Manufacturing Uses</u></b>
Landfills, C&D or LCID (greater than 2 acres in size) (See Section 5.2)
Mining and Quarries (See Section 5.23)
<b><u>Transportation, Communications, and Utilities</u></b>
Telecommunication towers (See Section 5.33)

**ADJOINING PROPERTY OWNERS LIST**

PETITION BY: AGA Corporation

REQUEST: Rezone 24.17 ± acres from Barrington Park Conditional Zoning District to C-2

LOCATION: Portions of 2 Vacant lots South of &amp; Fronting Commerce Drive

PINS: Portions of 9660-37-6982 and 9660-16-7151

No.	PIN	PROP ADDR	OWNER 1	OWNER2	M #	MAIL ST	MAILCITY	ST	ZIP
01	9660-48-1726	(V) Commerce Dr.	SANFORD SOUTH PARK LLC	-	-	P.O. Box 2825	SANFORD	NC	27331
02	9660-48-0621	(V) Harvey Faulk Road	SANFORD SOUTH PARK LLC	-	-	P.O. Box 2825	SANFORD	NC	27330
03	9660-38-3896	1300 Southpark Way (clubhouse)	SOUTH PARK VILLAGE LLC	-	1600	Colon Road	SANFORD	NC	27330
04	9660-28-6632	310 Commerce Dr.	BIG OAKS SNF LLC	-	1973	Farrell Road	SANFORD	NC	27330
05	9660-29-1016	(V) Commerce Dr.	BIG OAKS SNF LLC	-	1973	Farrell Road	SANFORD	NC	27330
06	9660-18-8829	488Commerce Dr.	PERSAD, SUNIL S	PERSAD, VIDYA B	1600	s. Third Street	SANFORD	NC	27330
07	9660-18-4369	(V) Commerce Dr.	CRD INVESTORS LLC	-	312	Mt. Eden Place	Gary	NC	27518
08	9660-17-4311	(V) Commerce Dr.	AGA Corporation	-	-	P.O. Box 2825	SANFORD	NC	27331
09	9660-16-7151 (portion of)	(V) Commerce Dr.	AGA Corporation	-	-	P.O. Box 2825	SANFORD	NC	27330
10	9660-36-8707-00	4870 S NC 87 HWY	BROADWELL, CAROLYN B	BROADWELL, COY L	7110	N. Old Stage Road	Angier	NC	27501
	APPLICANT:	(V) Commerce Dr.	AGA Corporation	Mr. Van Groce, Sr.		P.O. Box 2825	SANFORD	NC	27331
	PROPERTY OWNER:	(V) Commerce Dr.	AGA Corporation	Mr. Van Groce, Sr.		P.O. Box 2825	SANFORD	NC	27331

**(V) = Vacant**

**ADJACENT PROPERTY OWNER NOTIFICATION CERTIFICATION**

I, Amy J. McNeill, hereby certify that the property owners and adjacent property owners of the following rezoning petitions as indicated on the Lee County Tax Maps were notified by First Class U.S. Mail on Friday, September 9, 2016.

**554-2016-0901**

Application by Ameer Rental Properties, LLC to rezone one 2.02 ± acre tract of land with frontage on Gunter Street and an unimproved portion of Poplar Street from the current zoning of Light Industrial (LI) to Multifamily (MF-12). The property is the same as depicted on Lee County Tax Map 9643.15 as Tax Parcel 9643-64-6390 Lee County Land Records and as illustrated as a 2.02 acre tract of land on a survey map recorded in Plat Cabinet 10, Slide 50-A of the Lee County Register of Deeds Office.

**554-2016-0902**

Application by AGA Corporation to rezone 24.17 ± acres of land with frontage on Commerce Drive from the current zoning of Barrington Park Conditional Zoning District to General Commercial (C-2). The property is the same as depicted on Lee County Tax Map 9660.01 as portions of Tax Parcels 9660-37-6982 and 9660-16-7151 Lee County Land Records and as illustrated as Lots 1, 2, 3, 4, 5 and portions of adjoining lots labeled as being owned by AGA Corporation on a survey map recorded in Plat Cabinet 9, Slide 45-G of the Lee County Register of Deeds Office.

Signature: ALY JO MCNEILL Date: 2016-09-09

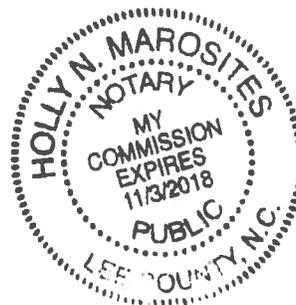
Title: DESIGN REVIEW COORDINATOR

Lee County, North Carolina

I, Holly N. Marosites, a Notary Public for Lee County and State of North Carolina do hereby certify that Amy McNeill personally appeared before me on this day and acknowledged the due execution of the foregoing Instrument. Witness my hand and official seal, this the 12<sup>th</sup> day of September, 2016.

Holly N. Marosites  
Notary Public Signature

My Commission expires 11/3/2018 (SEAL)



September 9, 2016

Dear Adjacent Property Owner:

The Zoning Ordinance of the City of Sanford, North Carolina requires that adjacent property owners be notified when a request for a change in zoning classification has been scheduled for a public hearing before the Sanford City Council.

#### **CITY OF SANFORD PUBLIC NOTICE**

Notice is hereby given that the City Council and Planning Board for the City of Sanford will hold joint public hearings on Tuesday, September 20, 2016, in the Council Chambers of the Sanford Municipal Center, 225 East Weatherspoon Street, Sanford, N.C. The Boards will consider two (2) applications to amend the Official Zoning Map of Sanford, NC. The hearings will begin at 7:00 p.m. or as soon thereafter as deemed practical by the City Council. The rezoning applications are described below:

1. Application by Ameer Rental Properties, LLC to rezone one 2.02 ± acre tract of land with frontage on Gunter Street and an unimproved portion of Poplar Street from the current zoning of Light Industrial (LI) to Multifamily (MF-12). The property is the same as depicted on Lee County Tax Map 9643.15 as Tax Parcel 9643-64-6390 Lee County Land Records and as illustrated as a 2.02 acre tract of land on a survey map recorded in Plat Cabinet 10, Slide 50-A of the Lee County Register of Deeds Office.
  
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The public is cordially invited to attend. Further information may be obtained from the Sanford/Lee County Community Development Department, 115 Chatham Street, Sanford, NC 27330 or by calling (919) 718-4656. Upon request and with 24-hour notice, the City will provide an interpreter for the hearing impaired or any other type of auxiliary aid.

Cualquier 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.

Please note that staff has been instructed to provide the following general information to adjacent property owners for future reference if/when the site associated with this rezoning request is developed. The City of Sanford, Lee County and the Town of Broadway do not have local grading permits and rely on the North Carolina Department of Environmental Quality to regulate land disturbing activities. For questions or concerns regarding land disturbing activities, please contact the North Carolina Division of Energy, Mineral, and Land Resources Sediment Program at 1612 Mail Service Center, Raleigh, NC 27699-1612 or call 919-707-9220 or visit the NCDEQ website at <http://deq.nc.gov>.

Attachment: Zoning Map

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By Bonnie Davis, City Clerk

**GRANT PROJECT ORDINANCE**  
**NORTH CAROLINA HOUSING FINANCE AGENCY**  
**2016 URGENT REPAIR PROGRAM (URP16)**

**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 grant project ordinance number URP1631 is hereby adopted:

Section 1: The project authorized is to provide loans of up to \$8,000 for emergency home repairs which pose an imminent threat to the life or safety of homeowners, to provide accessibility modifications and other repairs necessary to prevent displacement of homeowners with special needs such as the frail elderly and persons with disabilities and make repairs to households with children who have elevated blood lead levels. The household income may not exceed 50% of area median income.

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:

Community Development	\$ 110,000
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Section 4: The following revenues are anticipated to be available to complete this project:

Grant Funds	\$ 100,000
Local Match	\$ 5,000
Contribution Other - Lee County	\$ 5,000

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 grantor agency, the grant agreements, and federal 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 or 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 20<sup>th</sup> day of September, 2016.

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

ATTEST:

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

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

**AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET  
OF THE CITY OF SANFORD FY 2016-2017**

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 2016-24 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 2016-2017.

**GENERAL FUND  
TRANSFER OF FUNDS**

**Transfer from the Following Accounts:**

10016650 69900 Contingency 5,000

**Total Appropriation**

**Transfer to the Following Accounts:**

10016650 00000 Contribution - Capital Project 5,000

**\$5,000**

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

ADOPTED this, the 20th day of September, 2016.

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

ATTEST:

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

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

**2016-2017 BUDGET ORDINANCE AMENDMENT**

**GENERAL FUND**

**Transfer from the Following Funds - results in decreasing of budget**

Contingency	5,000	To transfer contingency funds required to offset expenditures as described below
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**Transfer to the Following Funds - results in increasing of budget**

Contribution - Capital Project	5,000	To budget local match for the 2016 Urgent Repair Program (URP16)
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**CITY OF SANFORD  
ASSISTANCE POLICY  
FOR THE 2016 CYCLE OF THE  
URGENT REPAIR PROGRAM**

**What is the Urgent Repair Program?** The City of Sanford has been awarded \$100,000 by the North Carolina Housing Finance Agency (“NCHFA”) under the 2016 cycle of the Urgent Repair Program (“URP16”). This program provides funds to assist very-low and low- income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement of very-low and low- income homeowners with special needs such as frail elderly and persons with disabilities. A total of 14 households will be assisted under URP16.

This Assistance Policy describes who is eligible to apply for assistance under URP16, how applications for assistance will be rated and ranked, what the form of assistance is and how the repair/modification process will be managed. The City has tried to design this URP16 project to be fair, open, and consistent with the City’s approved application for funding and with NCHFA’s URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund. The City has engaged the services of Sandra Ridley, Consultants to act as the City’s agent in this process and help the City implement this program.

**Eligibility:** To be eligible for assistance under URP16 applicants

- 1) must reside within the county limits of Lee County and own and occupy the home in need of repair,
- 2) must have a household income which does not exceed 50% of the County median income for the household size (see income limits below),
- 3) must have a special need (i.e. be elderly,  $\geq$  62 years old, handicapped or disabled, a single parent with a dependent living at home, a Veteran, a large family with  $\geq$  5 household members or a household with a child below the age of six with an elevated blood lead level (between 10 $\mu$ g/dl and 20 $\mu$ g/dl)),
- 4) Residents must have all current, local real estate property taxes paid or a pre-approved tax payment plan with the local government, and
- 5) must have urgent repair needs, which can not be met through other state or federally- funded housing assistance programs.

**\* URP16 Income Limits for City of Sanford**

Number in Household	30% of Median (very-low income)	50% of Median (low income)
1	\$12,000	\$19,950
2	\$13,700	\$22,800
3	\$15,400	\$25,650
4	\$17,100	\$28,500
5	\$18,500	\$30,800
6	\$19,850	\$33,100
7	\$21,250	\$35,350
8	\$22,600	\$37,650

*\*Based on HUD 2016 Median Income level of \$57,600. Income limits are subject to change based on annually published HUD HOME limits.*

**Marketing the Program:** The City will advertise for the program on the City of Sanford's website and local city sponsored cable TV channel. Since the City of Sanford has a history of participation in the Urgent Repair Program, word of mouth has also assisted in marketing the program. Information about the program is available in the Sanford/Lee County Planning Department upon request. In addition, applications will be mailed to all interested persons and/or applicants on the City's rehabilitation waiting list that have not been served in previous programs.

**Selection of Applicants:** The City has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system applicants will receive points for falling into certain categories of special need and income. The applications will be ranked according to which receive the most points.

**Priority Ranking System for City of Sanford's URP16**

<i>Special Needs (for definitions, see below)</i>	<i>Points</i>
Emergency Situation/Seriousness of Imminent Threat to Health and Safety	5
Not Addressed in Last Round of URP Due to Insufficient Funds	4
Veteran, Elderly and/or Disabled Head of Household ( <i>62 or older</i> )	3
Veteran, Disabled or Elderly Household Member ( <i>not Head of Household</i> )	3
Single-Parent Household ( <i>with one or more children in the home</i> )	3
Large Family ( <i>5 or more permanent residents</i> )	2
Elevated Blood Lead Level Child	2
<i>Income (See Income Table above)</i>	<i>Points</i>
Less than 30% of County Median Income	10
30% to 50% of County Median Income	5

*\*In the event of a tie score, preference will be given to the applicant with the lower income.*

Under NCHFA Program Guidelines, a minimum of 50% of households assisted must have incomes which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be the primary factor in the selection of those households to be assisted under URP16.

Seriousness of imminent threat to health and safety is defined as something that could impact the health or safety of the applicant; such as unsafe electrical, no source of heat, unsafe component in the home that could result in a fall. In some instances a life or death situation may have already occurred; such as a fallen tree on a roof or a dangerous infestation of vermin. If this occurs the applicant can receive top priority and can be placed in front of other applicants. The seriousness of these threats will be evaluated by the Rehabilitation Specialists.

Recipients of assistance under the URP16 will be chosen by the above criteria without regard to race, creed, sex, color or national origin.

**The definitions of special needs' populations under URP16 are:**

- *Elderly:* An individual aged 62 or older.
- *Disabled:* A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- *Large Family:* A large family household is composed of five or more individuals; at least four are immediate family members.
- *Head of Household:* The person or persons who own(s) the house.

- *Household Member:* Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a “household member” (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Veteran:* A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable. Military is defined as Army, Navy, Air Force, Marine Corps, and Coast Guard; as commissioned officer of the Public Health Service; or as a commissioned officer of the National Oceanic and Atmospheric Administration (NOAA) or its predecessors.
- *Occupant:* An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least 3 months prior to the submission of the family’s application.
- *Single-Parent Household:* A household in which one and only one adult resides with one or more dependent children.
- *Child with elevated blood lead level:* a child below the age of six with an elevated blood lead level between 10µg/dl and 20µg/dl.
- *Emergency:* Immediate threat of being evicted or removed from a home due to health or safety issues within a time frame that the URP program can complete and repair to stop eviction or removal such as a local agency referral or inquiry requiring immediate attention.

**Client Referral and Support Services:** The City will screen potential clients on their housing needs and accept referrals from Sanford/Lee County service providers which may include, but not be limited to, Social Services, Public Health, local Sheriff and Police Departments, Brick Capital CDC, Coalition to Improve Quality of Life, Johnston Lee Harnett Community Action, HAVEN of Lee County, Reach Out Crisis Center, and local food pantries.

In the event that a client has not already been made aware of potential benefits that he/she may be eligible to receive, the Project’s Client Counselor will make verbal and written referrals as needed and provide printed materials to clients detailing available services. Upon receipt of the formal application from the applicant and after ranking and rating the applications, the Program Administrator will visit the top ranked applicant’s home to assess not only the housing need, but other needs as well. The Administrator will ask the applicant and/or family household members of other needs and how and if those needs are being met. If it is determined that other services are needed and the applicant is unable to make contact with the appropriate agency, the Program Administrator will first contact the Lee County Department of Social Services to make a referral. The DSS agency serves as a lead agency for adult protective and family services and economic services (e.g. food stamps, Medicaid, CASP, Work First transportation, and in-home care service).

If there is evidence of child/elder abuse or neglect or situations of immediate danger/threat, the Program Administrator will immediately report the situation to DSS during normal working hours. After hours reports will be made directly to the local Sheriff of Police departments. Households needing financial or emergency assistance will be referred to the DSS, which provides those emergency services.

Referrals to/from other agencies are maintained electronically with income referrals initially acknowledged by email. The Project Administrator will notify the referring agency of any assistance provided to the applicant. For referrals from the City and County, the Project Administrator will initially contact the agency via email to ensure the applicant has been interviewed and again within 60 days to track assistance provided.

**What is the form of assistance under URP16?** The City will provide assistance to homeowners, whose homes are selected for repair/modification in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of \$1,000 per year, until the principal balance is reduced to zero.

**What is the amount of the loan?** The amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the city's rehabilitation specialist. There is no minimum to the amount of the loan; however the maximum life-time limit per homeowner according to the guidelines of URP16 is \$8,000.

**What kinds of work will be done?** Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the city's URP. It should be noted that all deficiencies in a home may not be rectified with the available funds. All work that is completed under URP16 must meet or exceed NC Residential Building Code.

**Who will do the work on the homes?** The City is obligated under URP16 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet those very difficult requirements, the City will invite bids only from contractors who are part of an "approved contractors' registry".

To be on the registry, contractors must (1) fill out an application form, listing several references and recent jobs completed, and (2) receive the "conditional approval" of the City. Once a contractor who has been conditionally approved has successfully completed one job for the City, his or her status is upgraded to "regular approval", meaning that they will be allowed to bid on a regular rotation as long as they remain in good standing. Homeowners who know of quality rehabilitation contractors that are not on the City's Approved Contractors Registry are welcome to invite them to apply.

A minimum of three approved contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of the City's cost estimate, (c) there is no conflict of interest (real or apparent) and (d) have not been debarred/suspended or are ineligible entities.

**What are the steps in the process, from application to completion?** Now that you have the information about how to qualify for the City of Sanford's URP16, what work can be done, and who will do it, let's go through all the major steps in the process:

1. **Completing an Application Form:** Homeowners who wish to apply for assistance must attend the Application Intake Day in mid-January, 2017. The date will be determined and mailed to interested applicants. Application information is made available by contacting Karen Kennedy, Community Development Manager at 919-718-4657 x 5391. Proof of ownership and income for all family members will be required. Those who have applied for housing assistance from the City in the past will not automatically be reconsidered. A new application may need to be submitted; all income verifications must be current.
2. **Preliminary Inspection:** The City's Rehabilitation Specialist will visit the homes of potential loan recipients to determine the need and feasibility of repairs/modifications.
3. **Screening of Applicants:** Applications will be rated and ranked by the City based on the priority system outlined on page 2. The households to be assisted will be selected by March

15, 2017, if not sooner. Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along with other rating factors. From this review, the fourteen (14) most qualified applicants will be chosen according to the priority system described above. There will also be a list of three (3) alternates.

4. **Applicant Interviews:** Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview.
5. **Work Write-Up:** The City's Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up"). A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bidding is completed.
6. **Formal Agreement:** After approval of the work write-up, the homeowner will sign a formal agreement that will explain and govern the repair/modification process. This agreement will define the roles of the parties involved throughout the process.
7. **Bidding:** The work write-up and bid documents will be mailed to a minimum of three contractors on the Approved Contractors' Registry who will be given one week in which to inspect the property and prepare bid proposals. The names of the invited contractors will be supplied to the homeowner. Each will need access to those areas of the house, in which work is to be performed, in order to prepare a bid. A bid opening will be conducted at the Community Development office at a specified date and time, with all bidders and the homeowner invited to attend.
8. **Contractor Selection:** Within 24 hours of the bid opening, after review of bid breakdowns and timing factors, the winning bidder will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the City's cost estimate, and (4) if other than the lowest bidder is selected, of the specific reasons for the selection. All contractors are provided a copy of the City of Sanford's Procurement and Disbursement Policy for the project as part of this process.
9. **Execution of Loan and Contract:** The loan will be executed as well as the repair/modification contract. This contract will be between the contractor and the homeowner, with the City signing as an interested third party.
10. **Pre-Construction Conference:** A pre-construction conference will be held at the home. At this time, the homeowner, contractor and program representatives will discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). Within 24 hours of the pre-construction conference, the City will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date.
11. **Construction:** The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up

(which is made a part of the rehabilitation contract by reference) and in a timely fashion. Sanford/Lee County Inspection Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP16. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable. In addition, homeowners are responsible for allowing access to water and electrical utilities, and responsible for paying bills to the utility companies throughout the process.

- 12. Change Orders:** All changes to the scope of work must be reduced to writing as a contract amendment ("change order") and approved by all parties to the contract: the owner, the contractor and two representatives of the City of Sanford. If the changes require an adjustment in the loan amount, a loan modification stating these changes in the contract amount must be completed by the City, and executed by the owner.
- 13. Payments to Contractor:** The contractor will be paid following inspection of and satisfactory completion of all items on the work write-up, as well as, the receipt, by the city, of the contractor's invoice and a release of liens, signed by all any sub-contractors employed on the job and by all material suppliers from whom materials for the job were purchased.
- 14. Post-Construction Conference:** Following construction the contractor and the Rehabilitation Specialist will sit down with the homeowner one last time. At this conference the contractor will hand over all owner's manuals and warranties on equipment. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work.
- 15. Closeout:** Once each item outlined above has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out.

**What are the key dates?** If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Letters to past URP applicants, as well as more recent interested individuals, to discuss the application intake process will be mailed in mid-December, 2016.
- An application intake day will be held at the Sanford/Lee County Planning and Development Office in January, 2017.
- All applicants have until February 10, 2017 to ensure all verification forms and related documents are submitted to our office.
- Qualified applicants will be selected by March 15, 2017, if not sooner.
- All rehabilitation work must be under contract by November 30, 2017.
- All rehabilitation work must be completed by December 31, 2017.

**How do I request an application?** Just contact:

Karen Kennedy  
 Community Development Manager  
 City of Sanford  
 PO Box 3729  
 115 Chatham Street  
 Sanford, NC 27331  
 (919) 718-4657 x 5391

Or pick up an application at the Sanford/Lee County Planning Department or Broadway Town Hall.

**Is there a procedure for dealing with complaints, disputes and appeals?** Although the application process and repair/modification guidelines are meant to be as fair as possible, the City of Sanford realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Community Development Manager Karen Kennedy within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
2. A written appeal must be made within 10 business days of the initial decision on an application.
3. The City of Sanford will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the repair/modification process:

1. If the homeowner feels that repairs or modifications are not being completed according to the contract, he/she must inform the contractor and the Rehabilitation Specialist.
2. The Rehabilitation Specialist will inspect the work in question. If he finds that the work is not being completed according to contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to remedy the problem.
3. If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by the City's Community Development Director.
4. Should the mediation conference fail to resolve the dispute, the Community Development Director will render a written final decision.
5. If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be noted and the Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.

**Will the personal information provided remain confidential?** Yes. All information in applicant files will remain confidential. Access to the information will be provided only to City employees who are directly involved in the program, the North Carolina Housing Finance Agency and auditors.

**What about conflicts of interest?** No officer, employee or other public official of the City, or member of the City Council, or entity contracting with the city, who exercises any functions or responsibilities with respect to URP16 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of City employees, Council Members and others closely identified with the City, may be approved for rehabilitation assistance only upon public disclosure before the City Council and written permission from NCHFA.

**What about favoritism?** All activities under URP16, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, creed, sex, color or national origin.

**Who can I contact about the URP16 program?** Any questions regarding any part of this application or program should be addressed to:

Karen Kennedy  
City of Sanford  
115 Chatham Street  
Sanford, NC 27330  
Phone (919) 718-4657 x 5391

Sandra Ridley  
Sandra Ridley, Consultants  
309 Victoria Street  
Greensboro, NC 27401  
Phone: (336) 627-0592  
Cell (910)417-8061

These contacts will do their utmost to answer questions and inquiries in the most efficient and correct manner possible.

This Assistance Policy is adopted this 20th day of September, 2016

\_\_\_\_\_  
Hal Hegwer, City Manager

ATTEST:

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

**CITY OF SANFORD  
PROCUREMENT AND DISBURSEMENT POLICY  
2016 URGENT REPAIR PROGRAM**

**PROCUREMENT POLICY**

1. To the maximum extent practical, the City of Sanford (the City) promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's Urgent Repair Program (URP). Bids are invited from Contractors who are part of the City's approved contractor registry. (To be on the registry, a contractor must complete an application, have their recent work inspected, reviewed and approved by the Rehabilitation Specialist and submit proof of insurance.) Any contractor listed with and approved by the City and in good standing will receive automatic approval status on the contractor registry.
2. At least three eligible contractors on the City's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of the City's cost estimate, (c) there is no conflict of interest (real or apparent) and (d) have not been debarred/suspended or are ineligible entities. The same process applies to phone bids if utilized.
3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site.
4. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.
5. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of the City. The change order must also detail any changes to the original contract price.
7. No work may begin prior to a contract being awarded and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work.
8. The City reserves the right to reject any or all bids at any time during the procurement process.
9. In the event of a true emergency situation, the City reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. Should such methods ever become necessary the transaction will be fully documented?
10. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend.
11. The City of Sanford is an equal opportunity employer, implements non-discriminatory practices in its procurement and disbursement and will make special outreach efforts to include minority and women business enterprise businesses within its contractor and subcontractor pool.

**DISBURSEMENT POLICY**

1. All repair work must be inspected by (a) the City's Rehabilitation Specialist, and (b) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 21 business days for processing of the invoice for payment.
2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the City's Rehabilitation Specialist, payment may be withheld until such time the work is satisfactory. Contractors may follow the City's Urgent Repair Program Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy.
3. The City assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The City of Sanford is an equal opportunity employer, implements non-discriminatory practices in its procurement and disbursement and encourages participation from Minority/Women Business Enterprises.

The Procurement and Disbursement Policies are adopted this 20th day of September, 2016.

**CITY OF SANFORD**

\_\_\_\_\_  
Hal Hegwer, City Manager

ATTEST:

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

**CONTRACTORS STATEMENT:**

I have read and understand the attached Procurement and Disbursement Policy.

BY: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

WITNESS: \_\_\_\_\_

STATE OF NORTH CAROLINA  
CITY OF SANFORD

**AGREEMENT FOR SERVICES  
NCHFA 2016 URGENT REPAIR PROGRAM**

**THIS AGREEMENT**, made and entered into this 20<sup>th</sup> day of September, 2016, by and between the City of Sanford, a local unit of government of North Carolina (hereinafter called “the City”) and Sandra B. Ridley, Consultants, (hereinafter called “the Consultant”).

**WHEREAS**, Consultant, has agreed to provide services in a professional manner in accordance with the standards of Consultant’s industry and as hereinafter set forth: and

**WHEREAS**, the City wishes to enter into an agreement with Consultant to provide the services specified in the table on page 2 of this contract; and

**WHEREAS**, the City has received \$100,000 through the 2016 NCHFA Urgent Repair Program.

**NOW THEREFORE**, the City and the Consultant, Sandra B. Ridley agrees as follows:

**SCOPE OF SERVICES:** The Consultant agrees to provide on behalf of the City the services necessary to implement and complete the 2016 NCHFA Urgent Repair Program. Implementation and rehabilitation activities will be administered and implemented following the guidelines described in the Administrator and Inspectors Manual prepared by NCHFA, the City of Sanford Assistance Policy and Procurement and Disbursement Policy adopted by the City for the NCHFA 2016 Urgent Repair Program and any other pertinent requirements received from NCHFA.

**COMPENSATION OF SERVICES:** In the provision of the aforementioned services, the Consultant shall receive compensation for the Urgent Repair program on a unit by unit basis which is outlined in the Urgent Repair Program Manual and is described below. Based on the below formula the compensation would be at a rate not to exceed \$12,000 for the Program Support for the entire project.

<b>URP 2016 HARD COSTS (Construction Cost)</b>	<b>MAXIMUM PROGRAM SUPPORT (Administration Cost)</b>
From \$501 to \$8,000	\$200 + 10% of the Hard Cost Not to Exceed \$800
Up to \$500	\$200

**TERMINATION OF CONTRACT FOR CAUSE:** If, for any reason, the Consultant shall fail to fulfill in a timely, professional and proper manner all obligations under this contract, or should the Consultant violate any of the covenants, agreements, or stipulations of this contract, the City shall have the right to terminate this contract immediately by giving and specifying the effective date thereof at least twenty (20) days before the effective date of such termination. In such event, all finished or unfinished documents, data studied, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this contract shall, at the option of the City shall become the property of the City and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed pursuant to this contract.

However, the City shall not be obligated to pay any remaining charges for work satisfactorily completed where there exists a right in favor of the City for refund, reimbursement or offset in connection with any obligation arising from the Consultant to the City. The Consultant may terminate this contract by giving the City forty-five (45) days written notice. In such an event the previous paragraph hereto relative to termination shall apply.

**LEGAL REMEDIES:** The Consultant shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of contract by the Consultant. It is specifically understood that the City may withhold any payments to the Consultant for the purpose of offset until such time as the exact amount of damages due to the City from the Consultant is determined.

**ACCESS TO RECORDS:** The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the City to assure proper accounting for all project funds, both available for audit purposes to the City or any duly authorized representative of the City and North Carolina Housing Finance Agency or any of their duly authorized representatives. Such records will be retained for a period of five (5) years after the expiration of this contract.

**EQUAL EMPLOYMENT OPPORTUNITY:** The Consultant shall not discriminate against any employee, applicant for employment or program participant in regards to race, color, national origin, sex, handicap or age. No one will be denied participation in or the benefits of City of Sanford's NCHFA Single Family Rehabilitation Program or NCHFA Urgent Repair Program due to race, color, national origin, sex, age or handicap.

**CONFLICT OF INTEREST:** The Consultant covenant and agree that they presently have no interest and shall not acquire any interest, direct or indirect, in the construction project or any other interest which would conflict in any manner or degree with the performance of this contract. Furthermore, no person having any such interest shall be employed by or have any other business connection with the Consultant. No elected or appointed official of the City nor any of its employees shall participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any member, officer, agent or employee of the City have any interest direct or indirect in this contract of the proceeds thereof.

**“SECTION 3”- COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES**

- a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban

Development (HUD) and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u> Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, and all applicable rules and order of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- c) The Consultant will send to each labor organization or representative of worker with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d) The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon finding that it is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Consultant will not subcontract with any subcontract where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontract has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Consultants and subcontract, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which Federal assistance by 24 CFR Part 135.

#### **LOBBYING:**

No Federal appropriated funds will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid 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 the 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.

**EXECUTIVE ORDER 11246 CLAUSE:** During the performance of this contract, the Consultant agrees as follows:

- 1) The Consultant will not discriminate against any employees or applicant for employment because of race, color, religion, sex or natural origin. The Consultant 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 or natural origin. Such action 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. The Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notice to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Consultant will not discriminate in all solicitations or advertisements for employees place by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color religion, sex or natural origin.
- 3) The Consultant will send each labor union or representative or workers with which he has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Consultant’s commitments, under section 202 of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor.
- 5) The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.
- 6) In the event of the Consultant’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order no 11246 of September 24, 1965, or Labor, or as otherwise provided by law.

- 7) The Consultant will include the provisions of paragraphs (1) through (7) 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 No. 11246 of September 24, 1965, so that such provisions including sanctions for noncompliance provided however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as result or such direction by the contracting agency, the may request the United States to the enter into such litigation to protect the interest of the United States.

**NONDISCRIMINATION OF THE BASIS OF HANDICAP**

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination benefits of, or otherwise be subjected to the discrimination under any program or activity which receives or benefits from Federal Financial assistance.

**IN WITNESS WHEREOF**, the parties have executed this agreements as of the day and year first above written.

CITY OF SANFORD

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Hal Hegwer, City Manager

ATTEST

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Bonnie Davis, City Clerk

CONSULTANT

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Sandra B. Ridley, Consultant

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

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City of Sanford Finance Officer

P.O. Box 3729  
Sanford, NC 27331-3729



**City of Sanford**

(919) 777-1105  
FAX: (919) 718-6569  
Email: susan.patterson@sanfordnc.net

**Susan C. Patterson**  
City Attorney

**MEMORANDUM**

TO: Mayor and Council Members

FROM: Susan C. Patterson *SCP*  
City Attorney

DATE: September 20, 2016

SUBJECT: Sale of Lot 8 Block G, Vance Street, PIN #9642-66-0354

An offer of \$3,400.00 was received by David Percell and wife, Rose Percell to purchase Lot 8 Block G, Vance Street. The Council declared the property surplus and authorized sale of the property using the upset bid procedure. Public notice of the offer to purchase the property was advertised on September 1, 2016, and no increased bid was received within the time allowed by law. Mr. & Mrs. Percell have agreed to pay the advertising and all closing costs. Since there have been no upset bids, Mr. & Mrs. Percell's bid is being reported to the Council for either acceptance or rejection in accordance with the resolution authorizing sale.

SCP:stm

PIN 9642-660-0354



Lee2  
Printed September 13, 2016  
See Below for Disclaimer



- Parcels
- Streets
- Railroad
- Lee County
- Sanford City Limits
- Broadway Town Limits

<b><u>PIN</u></b> 9642-66-0354-00	<b><u>Acres</u></b> 0.24077751	<b><u>Parcel Address</u></b> 0 VANCE ST
<b><u>PARID</u></b> 964266035400	<b><u>Appraised Land</u></b> 3400	<b><u>Appraised Building</u></b> 0
<b><u>Book</u></b> 251	<b><u>Page</u></b> 575	<b><u>Tax District</u></b> CSF
<b><u>Subdivision</u></b>	<b><u>Subdivision Number</u></b>	<b><u>Legal 1</u></b> VACANT S VANCE ST
<b><u>Legal 2</u></b>	<b><u>Legal 3</u></b>	<b><u>Owner</u></b> SANFORD REDEVELOPMENT COMMISSION
<b><u>Owner2</u></b>	<b><u>Mail Address</u></b>	<b><u>Mail Suffix</u></b>
<b><u>Mail Street Dir</u></b>	<b><u>Mail Street</u></b> PO BOX 3729	<b><u>MAILADRSUF</u></b>
<b><u>Mail City</u></b> SANFORD	<b><u>Mail State</u></b> NC	<b><u>Mail Zip</u></b> 27331
<b><u>Out BLDG Description</u></b>	<b><u>Out BLDG YRBLT</u></b> 0	<b><u>Sale Price</u></b> 0
<b><u>Sale Date</u></b>	<b><u>Dwelling Card</u></b> 0	<b><u>Dwelling Style</u></b>
<b><u>Dwelling DESCR</u></b>	<b><u>Dwelling YRBLT</u></b> 0	<b><u>Shape Length</u></b> 454.933098939042
<b><u>Appraised Total</u></b> 3400	<b><u>Out BLDG Area</u></b> 0	<b><u>Dwelling SFLA</u></b> 0
<b><u>OBJECTID 12</u></b> 9299		

This site is prepared for the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats and other public records and data. Users of this site are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this site. The County of Lee and Mobile311, LLC assume no legal responsibility for the information contained on this site. Please be advised that you must contact the Lee County Tax Office for accurate tax values. Please contact the Lee County Appraisal Department if any building information is incorrect. The map, layer, data and website (collectively known as "the layer") are for graphical and illustration purposes only. The Lee County Strategic Services Department (hereinafter "the Department") provides the layer and the information contained within to the general public and has not customized the information for any specific or general purpose. Such information was generated from data maintained by different sources and agencies and as such, some limitations may apply based upon restrictions imposed by other sources or agencies supplying data to Lee County (hereinafter "the County"). While the Department strives to make the information on the GIS website as timely, reliable and accurate as possible, neither the Department nor the County local governments make any claims, promises, or guarantees about the accuracy, completeness or adequacy of the contents of the layer. Areas depicted are approximate and are not necessarily accurate to mapping, surveying or engineering standards. The County expressly disclaims liability for errors and omissions in the contents of this site and layer. No warranty of any type, implied, expressed, statutory, UCC or otherwise, including, but not limited to, the warranties of non-infringement of third party rights, title, accuracy of data, merchantability, or fitness for a particular purpose, is given with respect to the substantive content of this layer or its use in private or commercial financial transactions. The fact of distribution of the layer does not constitute any warranty, express, implied or otherwise. The user assumes the entire risk related to the use of this data. If the user intends to make any legal or financial decision based on this data, the user should independently verify the accuracy of the same. The Strategic Services Department and the Lee County local governments are providing this data "as is." In no event will any of the foregoing local governments or their officers and employees be liable to you or to any third party for any direct, indirect, incidental, consequential, special or exemplary damages or lost profit resulting from any use or misuse of this data. Unless otherwise noted on an individual document, files, documents, and information contained in this layer may be copied and distributed for non-commercial use, provided they are copied and distributed without alteration.

## NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \_\_\_\_\_

Parcel Identifier No. 9642-66-0354 Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
 By: \_\_\_\_\_

Mail/Box to: \_\_\_\_\_

This instrument was prepared by: Susan C. Patterson, City Attorney, Sanford, NC 27330Brief description for the Index: Lot 8 Block G, Vance StreetTHIS DEED made this 20th day of September, 2016, by and between

GRANTOR

City of Sanford, a NC Municipal Corporation  
 successor in interest to  
 Sanford Redevelopment Commission  
 P.O. Box 3729  
 Sanford, NC 27331-3729

GRANTEE

David Percell and his wife,  
 Rose Percell  
 1010 S. Vance Street  
 Sanford, NC 27330

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Sanford, West Sanford Township, Lee County, North Carolina and more particularly described as follows:

BEING all of Lot 8 in Block G, having PIN 9642-66-0354, as shown on a plat entitled "Disposal Plat - Brick Capital Redevelopment Area No. 1" Survey for the Redevelopment Commission, City of Sanford", prepared by Precise Control, Inc., dated December 1976, as appears of record in Plat Cabinet 1, at Slide 64, to which record reference is hereby made for a more complete description of said lot. For further reference see Book 251, at Page 575.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 251 page 575.A map showing the above described property is recorded in Plat Book 1 page 64.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple. And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions: All utility easements of record, if any. Restrictive Covenants as appear of record in Book 235, Page 649 and Book 262, Page 38.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

City of Sanford, a NC Municipal Corporation (Entity Name) successor in interest to Sanford Redevelopment Commission By: Title: T. Chet Mann, Mayor By: Title: Bonnie Davis, City Clerk By: Title: USE BLACK INK ONLY (SEAL)

USE BLACK INK ONLY State of North Carolina - County of I, the undersigned Notary Public of the County and State aforesaid, certify that personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this day of , 20 My Commission Expires: Notary Public

USE BLACK INK ONLY State of North Carolina - County of I, the undersigned Notary Public of the County and State aforesaid, certify that Bonnie Davis personally came before me this day and acknowledged that she is the City Clerk of City of Sanford, a North Carolina or municipal corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of each entity, he signed the forgoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this day of September, 2016 My Commission Expires: Notary Public

USE BLACK INK ONLY State of North Carolina - County of I, the undersigned Notary Public of the County and State aforesaid, certify that Witness my hand and Notarial stamp or seal this day of , 20 My Commission Expires: Notary Public

The foregoing Certificate(s) of is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof. Register of Deeds for County By: Deputy/Assistant - Register of Deeds

**RESTRICTIVE COVENANTS AND PURCHASE AGREEMENT  
CITY OF SANFORD REDEVELOPMENT LAND**

**Prepared by: Community Development Department, City of Sanford, Sanford, NC  
Mail after recording to: 1010 S. Vance Street, Sanford, NC 27330**

STATE OF NORTH CAROLINA  
  
COUNTY OF LEE

RESTRICTIVE COVENANTS  
AND PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this 20th day of September, 2016 between the City of Sanford, North Carolina (City), and David Percell and his wife, Rose Percell, (Purchaser) provides for the conveyance of one (1) single family lot, by the City, for the construction of a single family home or as an addition to adjacent property owned in accordance with the following conditions:

WITNESSETH:

The Purchaser in accepting the conveyance of the property hereinafter described from the City and as a condition of the acceptance has agreed to enter into this Agreement with the City regarding the property.

1. The property which is subject to the terms of the contract is described as follows:  
  
*(See attached description - Attachment B Schedule I)*
2. Prior to the conveyance of the property by the City to Purchaser, Purchaser will enter into agreements with the City regarding the development of the property.
3. Subject to all terms, covenants, and conditions of this Agreement, the City will sell the property to Purchaser and, the Purchaser will purchase the property from the City and pay therefore, the amount of Three thousand four hundred and no/100 dollars (\$3,400.00), hereinafter called "purchase price," to be paid in cash or by certified check simultaneously with the delivery of the deed conveying the property to Purchaser.

4. The City shall deliver the deed and possession of the property to Purchaser on \_\_\_\_\_, 2016 or such earlier date as the parties hereto may mutually agree. Conveyance shall be made at the principal office of the City and Purchaser shall accept the conveyance and pay the purchase price, portion of current taxes, and fees necessary for recordation of the deed at the Lee County Registry. Purchaser shall pay for title opinion and title insurance.
5. The City shall convey to Purchaser the property by Special Warranty Deed. Property is conveyed in an "as is" condition. Purchaser has the option, at purchaser's expense, to obtain inspection of the property prior to closing. Closing shall constitute acceptance of the property in the then existing condition.
6. Purchaser agrees that the property shall be subject to the following conditions subsequent and right of reentry:
  - a) If purchaser or its successor in interest shall fail to construct the single family house in accordance with the design standards contained in Attachment A, and the plans and specifications included as Attachment B, and any such violation shall not be cured within sixty (60) days after written demand by the City to do so; or
  - b) If purchaser or its successor in interest shall default in or violate its obligation by not starting construction of single family dwellings on the above described lots within 360 days of the date of this Agreement or not completing construction within 2 years of the date of a building permit issued by the City of Sanford for the construction of single family dwellings on the above described lots; or
  - c) If purchaser or any successor in interest shall fail to pay real estate taxes or assessments on the property or any part thereof when due, or shall place thereon or allow to attach any encumbrance or lien not authorized by the City, and such taxes or assessments shall not have been paid, (or the encumbrance or lien removed or discharged or provision satisfactorily made with the City for such payment, removal, or discharge, within sixty (60) days after written demand by the City to do so; or
  - d) If there is any transfer of the property or any part thereof, or any change in ownership or degree of ownership or the identity of the parties in control of Purchaser, and such violation shall not be cured within sixty (60) days after written demand by the City to Purchaser,

then the City shall have the right to reenter and take possession of the property and to terminate the interest of Purchaser in the property and revest title to the property in the City, it being the intent of this provision that the title of Purchaser is subject to a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by Purchaser specified in Subsections (a), (b), (c), and (d) above,

failure on the part of Purchaser to remedy, end or abrogate such default, failure, violation or other action or inaction, within the period and in the manner stated in such Subsections, the City at its option may declare a termination in favor of the City of Purchaser's title, rights, and interests in and to the property conveyed by deed to Purchaser, and that such title and all rights and interests of Purchaser and any assigns or successors in interest in and to the property, shall revert to the City; PROVIDED that such conditions subsequent, right of reentry and reversion of title in the City shall be subject to and limited by, and shall not defeat, render invalid or limit in any way the liens of Deeds of Trust to secure loans to finance the construction of improvements on the property.

7. Purchaser agrees to accept title to the property subject to the terms of the Agreements entered into between the City and Purchaser with respect to the use to which said property shall be put, the nature of the improvements to be constructed thereon, and the time within which construction shall be commenced and completed, said Agreements, together with supporting plans for improvements, will be on file in the office of the City Clerk.
8. The property is subject to the following restrictive covenants:
  - a) No structure, including utility buildings or other out buildings, shall be erected, altered, placed or permitted to remain on the property unless the plans for the structures and the location of the structures on the lot have first been approved, in writing, by the City.
  - b) No junk, inoperable or abandoned motor vehicles shall be allowed to remain on the property, and the owners of the real property shall be responsible for the expense of moving and discarding such vehicles.
  - c) No noxious or offensive activity shall be carried on upon the property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
  - d) For a period of fifteen (15) years from the date of transfer, the property will be used for single family owner-occupied residential purposes only.
  - e) All cost and expenses, including reasonable attorney's fees, relative to the enforcement of any of these restrictive covenants shall be the responsibility of the owner of the property and shall be a lien against the property.
  - f) The City may waive violations or terminate any of the foregoing restrictions at any time.
  - g) The restrictive covenants are to run with the property by whoever owned.
  - h) All improvements to the property must adhere to the City's Zoning Ordinance.

9. That this agreement shall be recorded simultaneously with the recording of the deed from the City to Purchaser.

IN WITNESS WHEREOF, the parties execute this Agreement in duplicate hereto, all by authority duly given.

PURCHASER

\_\_\_\_\_(seal)  
David Percell

\_\_\_\_\_(seal)  
Rose Percell

ATTEST:

CITY OF SANFORD, NORTH CAROLINA

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

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

STATE OF NORTH CAROLINA

COUNTY OF LEE

I, \_\_\_\_\_, a Notary Public of said County and State, do hereby certify that David Percell and his wife, Rose Percell, Purchasers, personally came before me this day and acknowledged the execution of the Foregoing Instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_(Seal)  
Notary Public

My commission expires:

\_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF LEE

I, \_\_\_\_\_, a Notary Public of said County and State, do hereby certify that Bonnie Davis personally came before me this day and acknowledged that she is City Clerk of the City of Sanford, a municipal corporation, and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its City Clerk.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_(Seal)  
Notary Public

My Commission Expires:

\_\_\_\_\_

## ATTACHMENT A

### MINIMUM DEVELOPMENT STANDARDS

#### SINGLE FAMILY DEVELOPMENT

1. All houses shall contain a minimum of 750 square feet of heated space. Three bedroom houses shall have at least one and one-half baths and four bedrooms or larger houses shall have two full baths. (See Attachment B)
2. Houses shall not be simple rectangles. There shall be at least two offsets, which can be created by porches and utility room extensions.
3. All houses shall be constructed on a full foundation with crawl space or a raised slab with 18" of exposed brick or concrete block below the top of the slab. All exposed foundation shall be brick or cement parging. No portion of the house shall be constructed on a slab on grade except for utility rooms, garages, and accessory buildings. No slick finish common or utility brick shall be used.
4. Roofs shall be "A-type" or hip, with minimum eave overhangs of at least 12" and a minimum roof pitch of 5:12.
5. Each house must contain a covered porch with a minimum width of six feet.
6. All exterior wall coverings shall be face brick and/or vinyl.
7. All non-brick siding shall be horizontal lap-style except for accent panels. Prohibited materials include vertical plywood siding, plate glass and exposed concrete block.
8. Houses shall be oriented toward the street, with the main entrance doors on the street-side of the elevation.
9. Each house shall have a driveway long enough to accommodate two automobiles. Driveway width shall be ten feet from the front property line to the front of the house and a minimum of ten feet from the front of the house to its end. Minimum driveway surface shall be 4" of stone.
10. Prior to obtaining a building permit, the City must approve final building and site plans for each lot.
11. No trees over 12" in diameter shall be removed without the consent of the City.

**ATTACHMENT B**

**PLANS AND SPECIFICATIONS**

The redeveloper plans to purchase the lot as an addition to their adjoining property. There are no plans to build at this time. However, if they do in the future, the redeveloper must have all plans approved by the Sanford/Lee County Planning and Development Department.

**SCHEDULE 1**

**DESCRIPTION OF PROPERTY**

<b><u>Street Location</u></b>	<b><u>Block &amp; Parcel</u></b>	<b><u>Area in Sq. Ft.</u></b>	<b><u>Bid Price</u></b>
Vance Street	Lot 8 Block G		\$3,400.00
<b>TOTAL</b>			<b>\$3,400.00</b>

All that certain parcel or parcels of land shown on Disposal Plat for Brick Capital Redevelopment Area #1 as recorded Lee County Register of Deeds, Plat Cabinet 1, Page 64, on the 9th day of December, 1976, Sanford, County of Lee, State of North Carolina, more particularly described as Lee County Tax PIN #9642-66-0354-00.

**AN ORDINANCE ESTABLISHING A NO-PARKING ZONE  
ALONG A PORTION OF GREENSBORO AVE  
OF THE CITY OF SANFORD**

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

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

the northeast side of Greensboro Avenue beginning at the intersection of E. Weatherspoon Street and running northeasterly along the right of way of Greensboro Avenue a distance of 175 feet;

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

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

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

Adopted this 20<sup>th</sup> day of September, 2016.

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

ATTEST:

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

\_\_\_\_\_  
Susan Patterson, City Attorney

JACKSON ST

118 JACKSON ST

(Vacant Lot)  
JACKSON ST

109 WEATHERPOON ST

119 WEATHERSPOON ST

175 ft

GREENSBORO AV

E WEATHERSPOON ST

**No Parking Area - Greensboro Ave  
Sanford, NC**

 = Area designated as a "No-parking zone"



50 25 0 50



Feet

Map created by Sanford / Lee County Strategic Services - Sept. 2016

# *MEMORANDUM*

---

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

**FROM:** David Montgomery, Long Range Planner

**DATE:** September 13, 2016

**REF:** Local Funding Match Requirement for Bicycle Portion for Broadway Road Widening Project (R-3830)

The NC DOT gave the planning staff incorrect cost estimates for the City's cost sharing for the bicycle lanes for the Broadway Road Widening Project as presented to the City Council in August. The original cost estimate was for \$44,614; the revised cost estimate is now \$148,715, a difference of \$104,101. The sidewalk estimates of \$86,940 and modification under the 421 bypass of \$41,417 remained the same, however. If the City Council chooses to participate in the sidewalk and bike lanes portion of the project, the total project cost to the City is now estimated to be \$277,072.

Just for clarification the bike lane portion of the project would include installing a 5' bike lane on both sides of Broadway Rd. from Horner Blvd to the City limits. Also, the local match will only be required after the project is completed; according to the State Transportation Improvement Program (STIP), the project is scheduled to start in 2018.

Once a decision is made on whether the City still wants to participate in the cost sharing of the bike lanes and/or the sidewalks, I will draft a letter for the Mayor's signature. If you have any questions or concerns, please do not hesitate to contact me at 919-718-4657 Ext. 5392.

**AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET  
OF THE CITY OF SANFORD FY 2016-2017**

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 2016-24 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 2016-2017.

**GENERAL FUND  
TRANSFER OF FUNDS**

**Transfer from the Following Accounts:**

10016650 69900 Contingency 5,000

**Total Appropriation                    \$ 5,000**

**Transfer to the Following Accounts:**

10054900 60000 Community Development 5,000

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

ADOPTED this, the 20th day of September, 2016.

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

ATTEST:

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

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

**2016-2017 BUDGET ORDINANCE AMENDMENT****GENERAL FUND****Transfer from the Following Funds - results in decreasing of budget**

Contingency	5,000	To transfer contingency funds required to offset expenditures as described below
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**Transfer to the Following Funds - results in increasing of budget**

Community Development	5,000	To budget funds required for the retirement of employee
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**AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET  
OF THE CITY OF SANFORD FY 2016-2017**

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 2016-24 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 2016-2017

**GENERAL FUND  
APPROPRIATION OF FUNDS**

<b>REVENUES</b>			<b>EXPENDITURES</b>		
100045 54000	Appropriated Fund Balance	36,700	10035610 00000	Street Capital	36,700
<b>Total Appropriation</b>		<u><b>\$ 36,700</b></u>			

**GENERAL FUND  
TRANSFER OF FUNDS**

<u><b>Transfer from the Following Accounts:</b></u>			<u><b>Transfer to the Following Accounts:</b></u>		
10016650 69900	Contingency	18,300	10035610 00000	Street Capital	18,300
<b>Total Appropriation</b>		<u><b>\$ 18,300</b></u>			

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

ADOPTED this, the 20th day of September, 2016.

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

ATTEST:

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

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

**2016-2017 BUDGET ORDINANCE AMENDMENT****GENERAL FUND****Appropriation of Funds - results in increasing of budget****Revenues**

Appropriated Fund Balance	36,700	To appropriate fund balance for item described below
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**Expenditures**

Street Capital	36,700	To budget funds for the renovation of median island on Horner Square parking lot
----------------	--------	--

**GENERAL FUND****Transfer from the Following Funds - results in decreasing of budget**

Contingency	18,300	To transfer contingency funds required to offset expenditures as described below
-------------	--------	--

**Transfer to the Following Funds - results in increasing of budget**

Street Capital	18,300	To budget funds for the renovation of median island on Horner Square parking lot
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## Quarterly SAGA Update



**MEMORANDUM**

TO: Mayor and Council Members

FROM: Laura Spivey, Public Works Administrator 

SUBJECT: E-Civis – Subscription Renewal – CBO Advantage Program

DATE: September 14, 2016

The City's two year subscription/contract with E-Civis, Inc. started on October 1<sup>st</sup>, 2015 and is set to expire on September 30<sup>th</sup>, 2017. Our subscription each year end requires a new signed contract and payment. Throughout our first year's subscription, several non-profits in town became aware of our access to E-Civis. As a result these organizations have contacted us to request our help in finding funds for various needed programs or projects. The City manager has allowed me to do what I can to assist them in finding grant funds using E-Civis.

At our mid-year review meeting with E-Civis, they advised me about the CBO (Community Based Organizations) Advantage Program offered to client communities (See Attached Flyer). After discussing this with the City Manager, we decided to advertise to make all local non-profits aware of this opportunity to use E-Civis through our subscription. Interested non-profits will have access to the E-Civis grants network program through the City subscription/contract for the term from October 1<sup>st</sup>, 2016 through September 30<sup>th</sup>, 2017 at a cost of \$100 per user.

Since the advertisement and the newspaper article we have had eight local non-profits sign up (See List). Finance has billed these non-profits \$100 per user, according to the number of users requested, and E-Civis has amended our contract to reflect the CBO user charge for next year. Once the contract amendment is finalized and signed, E-Civis will be contacting each non-profit to provide them with a user name, password and training.

Upon our subscription expiration on September 30<sup>th</sup>, 2017, all CBO's/local non-profits will have the option to continue using E-Civis with a subscription of their own, if they so choose, separate from the City.

**Local Non-Profits/CBO on E-Civis Subscription:**

- Coalition for Families in Lee County
- Brick Capital CDC
- Lee County Art and Community Center
- Lee County Arts Council
- Temple Theater
- Boys and Girls Club
- Christians United Outreach Center
- Lee County YMCA



improving grants performance



## Grants Network: CBO Advantage: Your Community

### The Problem

Local governments and nonprofits have long shared common goals in their communities. While many functions are inherently governmental, others are better handled by community-based organizations (CBOs) that are able to specialize in economically serving constituents. Historically, many governments have simply given organizations funding to support their efforts. While this has some positive impact, it is often limited and lacks sufficient accountability. Still, most CBOs do not have the resources or capacity to effectively secure federal, state, or foundation grants on their own.

### Introducing Grants Network: CBO

eCivis® Grants Network: CBO gives your community-based organizations access to the same high quality grant research that your staff relies on every day. Now, for the first time, your nonprofits can have access to thousands of federal, state, and foundation grants that other nonprofits are unaware of. With billions of dollars every year designated specifically for nonprofits, your community will leverage your investment to bring hundreds of thousands (or even millions) of dollars back to support your constituents. GN: CBO allows you to show local leadership and enhance the quality of life for your constituents while protecting your general fund.



### GN: CBO Benefits

**Increase Capacity:** With less time spent researching, nonprofits will have more time to secure and manage funding and help your constituents with the programs they need.

**Create Goodwill:** By giving your local nonprofits a tool, they will know that you are supporting them in their endeavors. Successful nonprofits using GN: CBO often give public recognition to local government leadership for bringing them an effective grants research tool.

**Enhance Partnerships:** Grant collaboration between governments and their CBOs is increasingly common, and many federal and state agencies are giving preference to such collaborations. With GN: CBO, everyone is on the same page, and your departments are more aware of the projects for your nonprofits.

**Secure More Money:** Bottom line, GN: CBO produces tangible results. Whether it is \$800,000 for a theater renovation, \$946,000 for homeless support, or \$40,000 for the arts, your GN: CBO investment will yield impressive returns. With the right tools and support, nonprofits become very effective grant-getters.

## Grants Network: CBO - Advantage: Your Community

**Show Community Leadership:** Local governments are constantly pressed to show relevance in the eyes of their community. GN: CBO allows you to support a large number of organizations in a cost-effective manner, creating high impact in your community.

Each GN: CBO subscription comes with access, training, support, and a best-practices playbook to help catapult your program.

With GN: CBO, you invest in your community and demonstrate your commitment to your constituents. Your nonprofits will join the thousands around the country that are more efficiently competing for federal, state, and foundation funding and therefore bringing more funds to their communities.



### eCivis: Trusted by Governments Nationwide

Governments across the nation increasingly rely on eCivis to propel their grants performance. As more governments join our partnership, we continue to invest to offer new and better products and enhanced customer service and support—always driven by our customers' needs. From our humble beginnings, we have strived to put the needs of our customers first, which has enabled us to rapidly serve hundreds of the most effective grants organizations nationwide. Your grants success is our key measurement of performance, and we look forward to your organization becoming our next success story.

For more information about eCivis's products and services, e-mail [grantinfo@ecivis.com](mailto:grantinfo@ecivis.com), call toll-free at (877) 232-4847, option 1, or visit us on the web at [www.ecivis.com](http://www.ecivis.com).

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**FIRST AMENDMENT TO ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT (CONTRACT NO. 9925)**

THIS FIRST AMENDMENT TO ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT (CONTRACT NO. 9925), dated September 2, 2016 ("Amendment") is made and entered into as of September 2, 2016 (the "Effective Date") by and between eCivis, Inc. a Delaware corporation ("eCivis") and City of Sanford, NC ("Client"), and is made with reference to the following:

A. Client and eCivis have entered into an agreement, dated September 17, 2015 and services commenced on October 1, 2015 (the "Agreement").

B. Client and eCivis wish to amend the Agreement as more particularly set forth below.

NOW, THEREFORE, in consideration of the premises and the agreements, condition and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned to them in the Agreement.
2. Products. Client and eCivis agree that Client will purchase 8 user license subscriptions for GN: Community Based Organization for Cycle 2.
3. Fees and Payment. Client and eCivis agree that the purchase of 8 user license subscriptions for GN: Community Based Organization will be \$100.00 per user license subscription, for a total of \$800.00. The parties agree to the following price adjustment for Cycle 2

Cycle 2: 10/01/2016 through 9/30/2017 for a price of \$6,000.00

The Pricing Chart is revised to evidence the additional purchase for Cycle 2 in Attachment A of this Amendment.

4. Full Force and Effect. Except as amended hereby, the Agreement shall remain unaltered and in full force and effect.
5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which, taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date provided herein.

City of Sanford, NC

eCivis Inc.

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

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

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

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

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

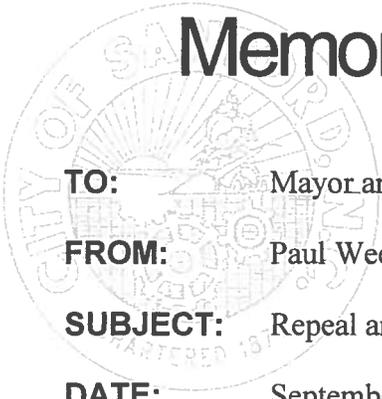
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FIRST AMENDMENT TO ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT  
 (CONTRACT NO. 9925)  
 ATTACHMENT A – REVISED PRICING CHART

Cycle 2 – GN: Subscription Fee	Description	Units	Avg Unit Price	Total Price
GN: Pre-Award – 5 User Licenses	Pre-Award Grants Management System	1	\$6,300.00	\$6,300.00
GN: CBO – 8 User Licenses	Community Based Organization	1	\$800.00	\$800.00
			GN Subscription Fee Sub-Total	\$7,100.00
			Multi-year Discount	(\$945.00)
			Incentive Discount	(\$155.00)
			<b>CYCLE 2 TOTAL PRICE</b>	<b>\$6,000.00</b>

The seal of the City of San Bruno is partially visible on the left side of the page. It features a circular design with the text "CITY OF SAN BRUNO" around the perimeter and "CHARTERED 1871" at the bottom. The center of the seal depicts a landscape with a sun, a bridge, and a building.

# Memorandum

**TO:** Mayor and City Council Members  
**FROM:** Paul Weeks, City Engineer  
**SUBJECT:** Repeal and Replacement of Parking Restriction Ordinances  
**DATE:** September 16, 2016

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Prior to streetscape, past ordinances have authorized the availability of a specified number of restricted parking spaces including 11 handicap, 7 loading zones, and 3 15 minute spaces. Due to the extent of streetscape project restoration, Staff is recommending that all previous ordinances be repealed and new ordinances reflecting current restricted parking availability be established.

We are currently in the process of developing notebooks which will contain proposed ordinances, available options, and reference maps for your review and discussion at the council meeting on Tuesday, September 22<sup>nd</sup>, 2016. Council will receive an illustration Tuesday night with ordinances which need to be repealed and ordinances that will need to be approved, i.e. loading zones, handicap parking and 15-minute parking. This is for Council's review and consideration; it is not necessary for a vote to be taken Tuesday night.