

CITY COUNCIL AGENDA

CITY OF SANFORD, NORTH CAROLINA

December 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**
 - A. Approval of City Council Work Session Minutes Dated November 7, 2016 – (Pages 3 – 9)
 - B. Approval of City Council Meeting Minutes Dated December 6, 2016 – (Pages 10 – 15)
 - B. Ratification of Memorandum of Understanding with the Town of Broadway – (Pages 16 – 18)
 - C. Ratification of Resolution in Support of the Temporary Closure of Portions of Several Streets for the Sanford Christmas Parade – (Pages 19 – 20)
7. **SPECIAL AGENDA**

Recognition of National Night Out – (Page 21)
8. **CASES FOR PUBLIC HEARING: to be held jointly with the Planning Board.**

Application by Rachel Cotter of The John R. McAdams Company, Inc. (McAdams) - to rezone 18.09 ± acres of land with frontage on Beechtree Drive (SR 1444) from the current zoning of Residential Single-family (R-20) to Office & Institutional Conditional Zoning District (O&I-C). The subject property is a portion of a 20.1 ± acre tract of land addressed as 2919 Beechtree Drive, which is illustrated as Tract 1 on a survey map recorded in Plat Cabinet 2007 Slide 114 of the Lee County Register of Deeds Office and is depicted on Lee County Tax Map 9644.03 as (a portion of) Tax Parcel 9644-43-0899-00, Lee County Land

Records. The subject property is located within the City of Sanford's Extraterritorial jurisdiction or ETJ. – (Pages 22 – 45)

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

9. DECISIONS ON PUBLIC HEARINGS

10. REGULAR AGENDA

A. Consider 2017 Taxicab Operator's License Renewal – (Pages 46 - 47)

B. Consider Petition for Annexation of 18.11 Acres by Mary A. Knipple

- Consider Certificate of Sufficiency for Voluntary Annexation – (Page 48)
- Consider Resolution Fixing Date of Public Hearing on Question of Annexation Pursuant to G. S. 160A-31 – (Pages 49 – 51)

C. Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2016-2017 – (Pages 52 - 53)

D. Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2016-2017 – (Grant Match to Install Waterlines at Airport) - (Pages 54 – 55)

E. Consider Repeal of Ordinance 2016-63 – An Ordinance Reserving Parking Spaces on the South Side of the 100 Block of Wicker Street – (Pages 56 – 59)

F. Consider Ordinance Reserving Parking Spaces on the South Side of the 100 Block of Wicker Street for Disabled Persons – (Pages 60 – 61)

G. Discussion of Development Agreement for Triassic LLC and Wicker – (Page 62 – 73)

H. Update on Emergency Communications Plan – (Page 74)

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

A. Consider Entering Into Contract with Freese and Nichols in Reference to Moncure Megasite (Pages 75 – 83)

B. Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2016-2017 – (Preliminary Engineering Report for Moncure Sewer Extensions – (Pages 84 – 85)

12. OTHER BUSINESS

Closed Session – (Page 86)

13. ADJOURNMENT

MERRY CHRISTMAS!

SANFORD CITY COUNCIL
WORK SESSION
Monday, November 7, 2016
225 East Weatherspoon Street, Sanford, NC

The City Council held a Work Session on Monday, November 7, 2016, at 5:00 p.m. in the West End Conference Room at City Hall. The following people were present:

Mayor T. Chet Mann
Council Member Byron Buckels
Council Member Charles Taylor (arrived 5:55 p.m.)
Council Member Norman Charles Post, III
City Manager Hal Hegwer

Mayor Pro Tem Sam Gaskins
Council Member Jimmy Haire
Council Member James Williams
City Clerk Bonnie Davis
City Attorney Susan Patterson
Deputy City Clerk Vicki Cannady

Absent:

Council Member Rebecca Wyhof

Work Session

Mayor Chet Mann called the work session to order.

Consider Discussion Regarding Park Bond Related Projects (Exhibit A)

Public Works Director Victor Czar reminded Council that Alfred Benesch & Company (“Benesch”) would be working on the Parks and Recreation bond project, to help identify needs and to research opportunities for leveraging bond funds through grant funding.

Financial Services Director Beth Kelly summarized the timeline for the Parks and Recreation bond project:

- The bond referenda (\$2 million for Parks and Recreation; \$4 million for Greenway) were approved in September, 2013;
- The debt must be issued within seven years of approval, unless the Local Government Commission approves an extension of up to three years;
- Construction must begin within three years of debt issuance;

Mrs. Kelly noted that this second bond issuance was scheduled for February 2017, but can be postponed until February, 2018, if more time is needed for design and planning. She also cautioned that interest rates may increase over time.

Derek Williams, a Landscape Architect with Benesch, explained that his company is working first to identify the broad scope of the project and then narrow it down with specific components. He has experience with the North Carolina Parks and Recreation Trust Fund (“PARTF”), and in order to meet their May deadline for applications, decisions must be made soon. He also noted that construction costs are increasing rapidly. City Manager Hal Hegwer suggested that an application be submitted in 2017 since the City could resubmit in 2018 if the first request isn’t approved. He also suggested that plans be finalized soon if one bond issuance is planned for both projects (Parks and Recreation; Greenway) since that would reduce expenses. Mr. Williams reminded Council that while this assignment does not specifically include planning for the Greenway project, it is part of the city-wide park plan and will help to address that next step in planning.

Mr. Williams informed Council that he has researched city-wide needs to determine what citizens want from the parks and recreation program and to identify a project incorporating those needs. An inventory has been done of existing parks; public input meetings have been held and an analysis of trends and levels of service has been completed to establish recommendations and standards for developing parks and related facilities. Recommendations will be made for additional parks, improvements and expansions, and ultimately, a Comprehensive Master Plan will be developed to suggest a plan of action for achieving the recommendations (including funding). A Site Specific Plan will be prepared once the project identified as the highest priority is established.

There are about twenty parks on just over 300 acres of park land currently serving Sanford residents. Most of them are County parks but since the park system was originally operated by the city, many are located in or near the city. Mr. Williams displayed a map showing the areas served by those parks, noting that some areas that are under-served. He also stated that one of the most important steps was the public input process, which included a city-wide, random-sample telephone survey of more than 200 residents (made to both land lines and mobile phones). Since the survey was based on a random sample, that information can be projected across the city to provide reliable information. More than 25 people attended the public workshop to provide input and Mr. Williams had several one-on-one interviews with community leaders.

Research from this process indicated that the most used parks in Lee County are Kiwanis Family Park, Depot Park, Kiwanis Children's Park and San-Lee Park. While citizens generally gave parks a positive rating, 85 percent of respondents agreed that there is a need for new park and recreation facilities and improvements. There was a strong demand for walking and biking trails, open space, passive recreation (such as picnic facilities) playgrounds, and athletic facilities (soccer waws mentioned most often). Approximately 57 percent of survey respondents said they would support additional taxes to provide park improvements, and 73 percent of workshop attendees expressed support.

Comparisons were also made with other similarly-sized communities to determine how they provide different types of parks (mini-parks, neighborhood parks, community parks, district parks, regional parks) and recreational facilities. Based on this information, Mr. Williams made the following recommendations:

- Mini-parks (very small neighborhood parks): No more are recommended.
- Neighborhood parks (typically five to ten acres; large enough for a playground, walking trail, picnic shelter, perhaps a small ballfield; offering a wide variety of recreational activities, serving a neighborhood; not necessarily "walk to" parks but most are no more than one mile apart): Several more are recommended, since some areas of the city are under-served. Within this category, there is a need for additional walking and biking trails, picnic facilities, playgrounds and open space. For active recreation, there are also needs for soccer, basketball and tennis facilities.
- Community parks (typically 25 to 30 acres, up to 50 acres): Since there are three in the county and all are within a three-mile radius of city residents (the standard measure), they are adequate for serving city residents and no more are recommended.
- Regional parks: There is a need for a regional park but it is unlikely the city would be able to construct one. There is, however, an opportunity for the State to construct a state park at the Endor Furnace site and that recommendation will be included in the Master Plan, along with a recommendation that the city and county encourage these efforts.

Based on the popularity of Kiwanis Family Park and Kiwanis Children's Park, Mr. Williams suggested that either could potentially be a site for improvements and/or renovations. He explained that PARTF grants (up to a maximum of \$500,000) are based on a scoring system. They like to see broad plans identifying community needs and how parks will help meet those needs. Options include improving an existing city park (not recommended); expanding or improving an existing park located in the city by working with the county; and locating property for a new park in an area currently under-served, which is an attractive option since PARTF will provide up to 50 percent of land acquisition costs and will often fund subsequent park construction. PARTF also awards points for renovating and adding new facilities at existing parks.

The possibility of renovating and improving Kiwanis Children's Park was discussed but Mr. Williams noted that parking may not be adequate, even after buildings currently planned for demolition are removed. Mr. Czar noted that Kiwanis Family Park is located nearby, with convenient access to US Highway 1, and is near the western area of the city under-served by parks. Mayor Mann suggested that the existing playground could be expanded and other recreational activities added.

One of the trends in parks and recreation mentioned by Mr. Williams is splash pads, areas with water features such as large buckets, fountains, showers and ground-level jets; lights and music can also be incorporated seasonally. Mr. Williams referred Council members to the website for Vortex (a company specializing in splash pad construction) which illustrates various features.

Mr. Williams estimated that a relatively small park (about 4,000 square feet) would cost between \$250,000 and \$500,000, but stressed that a facility of that size would likely not meet the anticipated demand. He noted that Kiwanis Family Park already has established infrastructure for water and sewer service. Council Member Post questioned whether it would be feasible to place small splash pads at several neighborhood parks. Mr. Williams explained that while splash pads are more economical to operate than pools, they still require recirculating water, pump system, bath house, restrooms and adequate parking. He estimated that a facility large enough to accommodate the anticipated demand would cost at least \$1 million, but less than the budget of \$2 million, so funds would still be available to expand or improve other parks.

Council Member Buckels expressed concern that one large facility could present traffic problems and may not be accessible to all citizens. He agreed that Mr. Post's suggestion for providing smaller splash pads at other locations (perhaps Horton Park) could help alleviate those issues.

Council Member Haire stated that he had visited several splash pads (in Pinehurst and Florida) and it appeared that they appeal mostly to children under the age of 14. He also stated that there are about 800 children locally in each age group (1 to 2, 2 to 3, etc.), or about 11,200 potential customers.

Mr. Williams confirmed that county representatives have been involved in the information-gathering phase and that a representative has reviewed his draft report. He also noted that Lee County Parks and Recreation Director John Payne is on the Steering Committee. Options for working with the county could be discussed at an inter-local meeting, including the possibility of the city assuming responsibility for Kiwanis Family Park and the county retaining responsibility for Kiwanis Children's Park. Due to the upcoming election, no discussions have been held with the County Commissioners but will be scheduled soon. Mayor Mann suggested that the Park Steering Committee continue to narrow the focus and present it to Council and the City's Park Committee. He also noted that the

county's involvement would be limited to making a decision on whether to transfer property to the city and terms of a shared land agreement.

Mr. Czar reminded Council that Benesch will provide a site-specific Master Plan, including cost estimates for various options to determine which elements will be included in the selected project on the selected site. The \$2 million budget could be used exclusively on one project or perhaps divided between one large project and improving several neighborhood parks. Mayor Mann stressed the importance of constructing an impressive facility to attract citizens and visitors. He stated that Council appeared to be leaning toward a large project with a splash pad and ancillary features at Kiwanis Family Park and enhancing two to four smaller neighborhood parks, but questioned whether funding was adequate for a large splash pad and several smaller projects.

Mr. Williams added that the city's Pedestrian and Bicycle Plans were quite thorough and the Bicycle Plan ties to the greenway near Kiwanis Family Park. A joint collaboration between the city and county to develop park facilities connecting to a greenway, along with plans for a pedestrian and potential bike trail, would be quite attractive to PARTF.

Mr. Williams advised Council that he would continue to research and refine the overall plan and after Council gives formal instructions on how to proceed, he will begin the Site Specific Plan. The final report, the Comprehensive Plan, will "set the table" for the future and can be incorporated into PARTF grants for up to ten years.

Mr. Williams suggested that if the County agrees to include the entire Kiwanis Family Park in the Site Specific Plan, the portion to be included in the PARTF application could be identified, along with determining how it would factor into the overall park layout. He also suggested that staff contact North Carolina Recreation Services since they review PARTF applications, offer consulting services and are familiar with various methods through which communities in the state work together.

Consider Placement of City Display on Digital Billboard (Exhibit B)

City Attorney Susan Patterson advised Council that Lamar Billboard Company is in the process of placing a digital billboard on Horner Boulevard and one of the conditions of approval was providing one of the eight spots to the City for public service announcements ("Amber" alerts, weather-related information, natural disasters, road closures, utility-related notifications) and for community and non-profit announcements. She requested Council guidance on what information should be displayed.

Public Information Technology Officer Kelly Miller explained that the city would have the seventh of eight spots and information would be displayed for approximately eight seconds. She passed along information about the resolution, suggestions for optimizing display and confirmed that she would submit material for display. Changes can be made within two hours and up to three times monthly. Future displays could include dates and times of events (Christmas parades, Pottery Festival, elections, etc.), the city logo or website information.

Consider Discussion Regarding Sewer Extension Policy for City Residents (Exhibit C)

Public Works Director Victor Czar stated that his department has researched policy options to extend sewer service within the city limits and to existing customers who have water service only. There are currently approximately 10,028 customers in the city who are billed monthly for water and sewer service and approximately 1,588 with water service only, excluding vacant lots. Mr. Czar noted

that these numbers constantly fluctuate. Current policy requires that residents located within the city limits can request that service be extended through a petition process among other property owners who would be served by the extension. Service would be extended if 51 percent of those owners agree and the cost would be assessed to the owners based on the number of lots, front footage or value added. If the cost is assessed by lot, the standard for approval is 51 percent of owners and 51 percent of lots (in situations where a developer owns several lots). City policy currently allows up to nine years for repayment, at an interest rate not to exceed eight percent (8%) per annum. Since costs are lower, taps installed at the time of construction are charged at 50 percent of the typical tap fee and can be included in the assessment repayment. Council Member Taylor requested data on requests made in the last five to ten years, which Mr. Czar confirmed had decreased substantially.

Mr. Czar noted that the city has wastewater treatment capacity and could easily accommodate additional customers. The approximately 1,588 accounts without sewer service would generate an additional \$60,000 monthly or almost \$750,000 annually; however, the cost to run lines through all remaining areas of the city is estimated at \$25 to \$30 million. While it would alleviate potential environmental issues with septic tanks, that capital investment could never be recovered.

Council Member Taylor questioned whether there were any models indicating the return on investment for converting from septic tank systems to city sewer service. Mr. Czar explained that would be difficult to calculate due to the high number of variables. Although there is no recurring monthly expense for septic tank systems, problems can be quite costly and are the homeowners' responsibility when they occur. Many homeowners don't pump their systems as often as recommended by professional installers and typically consider city sewer service only after experiencing problems with their existing septic tank system or knowing someone else who has had problems. Another typical scenario is that an owner circulates a petition for service but doesn't have support from 51 percent of the benefitting property owners, so the owner makes the necessary repairs. If one of those benefitting owners experiences a problem later and considers petitioning for city sewer service, the original owner would not likely be interested since he already made the necessary repairs to his septic system.

Mayor Mann informed Council that FHA loans (which now comprise about 25-30 percent of all mortgage loans nationally) now require borrowers to connect to city sewer if they are located within 500 feet of a sewer line, due to the high number of septic tank failures.

Mr. Czar stated that since all annexations are now voluntary, one policy option is that the city would accept no property without city sewer. Currently, septic tanks are allowed and a pump station may be required if it serves 400 acres.

Barriers to current policy include capital costs, engaging plumbers to extend lines to residences, recurring monthly costs, and perhaps even a basic lack of policy knowledge. Cost-sharing opportunities could be considered. Mr. Czar noted that the incremental costs of extensions are much less than the revenue, which would ultimately benefit all customers. Council Member Taylor asked at what point is the cost of treatment ideal, compared to volume. Mr. Czar answered that there is capacity; more domestic flow helps drive overall costs down; maintenance costs benefit everyone through the economy of scale; and no additional employees would be needed. Mr. Hegwer agreed, stating that 500 additional connections would have no impact on the system: the only barrier would be the capital costs to those 500 customers. Mr. Czar also noted that petitions include a provision that if

the contractor's estimate to extend service exceeds the original estimate by more than ten percent, the homeowner can withdraw the request for extension.

Manager Hegwer reminded Council that if wholesale wastewater service is provided to Pittsboro or if water service is extended to Chatham County, that revenue could be used to fund sewer extension. While revenue from coal ash treatment is unstable and only temporary, it could also be used to fund extensions that would remain long after that revenue stream is gone.

Mr. Czar informed Council that another option would be to offer extension through the petition process with the city absorbing a portion of the costs and reducing the discount to those who don't participate at the time of extension. Mr. Hegwer pointed out that even with discounts, many residents would still find it unaffordable. There was also discussion as to whether discounting costs for new customers be seen as unfair to existing customers; however, it was also noted that there will always be competing interests and that any savings, if available, should always be passed along to customers. Mr. Czar stated that Council must decide whether the priority is to drive costs down as low as possible and to reduce potential environmental issues, or to extend service only if it is financially feasible.

Another option suggested by Mr. Hegwer would be to appropriate a designated amount annually for extensions. Mayor Mann noted that Council must also determine whether funds would be used as an incentive for existing customers to convert or to direct new growth. Staff could research which areas have the greatest need and which would be most cost-efficient, from a density standpoint and also from a return on investment standpoint. Council Member Taylor requested information on how quickly investment could be recouped based on projected revenue. Since predicting new growth is difficult, Mr. Czar agreed that staff could research how much new growth could be necessary to return investment in various scenarios, but stressed that any policy changes should apply to all residents evenly.

Mr. Czar noted that current policy does not require that owners connect to city service after lines are extended, even though it is required (but not enforced) by ordinance for owners within 200 feet. Other nearby communities require owners to connect upon extension. He also noted that there is currently no incentive for those customers who have access to actually connect.

Responding to a question as to why any surplus revenue from coal ash treatment should be used to attract new customers rather than to reduce rates, Mr. Hegwer again noted that revenue from coal ash treatment could end at any time. That revenue cannot be relied upon and other options are being explored currently by Duke Energy. Mayor Mann stressed that there has been no growth in the past five years and if we were to lose even one large industrial user, we would be forced to make a significant rate increase. Any surplus revenue that is invested in rehabilitation of the system or to attract new customers (either in the city or in anticipated growth areas) would stabilize rates for all customers. Mr. Haire noted that any new customers will remain customers. Without more new customers (both residential and industrial), the city will miss opportunities for growth. Attorney Patterson also reminded Council that enterprise systems (such as water and sewer) should be supported by the users and suggested that any additional revenue could be used to expand to new customers.

Mr. Hegwer stated that staff would research options and present them to Council, including situations where sewer lines have already been extended, such as the Tramway area, as well as options

City Council Work Session
November 7, 2016

for Capital Recovery fees. He commented that while there likely be a small group to take advantage of connection incentives, it would likely not be a large group.

Other Business

Council Member Taylor, who has made several trips to flood-damaged areas of Kinston, stressed the importance of the city's Code Enforcement policies and resolving problems as they occur. In Kinston, condemned properties must be demolished; however, properties recently damaged by Hurricane Matthew cannot be condemned because they lack funding to demolish them.

Mr. Hegwer confirmed that he has spoken with FEMA staff members several times recently and he will be meeting with a representative in the next few days. Recent progress made on hazard mitigation planning will prove helpful in future conversations with FEMA.

Mayor Mann thanked Council for progress made in the last few years and planning for the future.

Adjournment

Council Member Post made the motion to adjourn the meeting; seconded by Council Member Buckels, the motion carried unanimously.

Respectfully Submitted,

T. Chet Mann, Mayor

Attest:

Bonnie Davis, City Clerk

**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, December 6, 2016, at 7:00 p.m., in Council Chambers. The following people were present:

Mayor T. Chet Mann
Council Member Byron Buckels
Council Member Charles Taylor
Council Member James Williams
City Manager Hal Hegwer
City Attorney Susan Patterson

Mayor Pro Tem Sam Gaskins
Council Member Jimmy Haire
Council Member James Williams
Council Member Rebecca Wyhof
City Clerk Bonnie Davis
Deputy City Clerk Vicki Cannady

Absent:

Council Member Norman Charles Post, III

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

PUBLIC COMMENT

There was no public comment.

APPROVAL OF AGENDA

Mayor Mann requested that Item 10-I (Memorandum of Understanding- Northview Fire and Rescue, Inc.) be removed and replaced with a new Item 10-I, "Consider Appointment of Resident Commissioner to Sanford Housing Authority for a Term Expiring June 30, 2017".

Mayor Pro Tem Gaskins made the motion to approve the agenda as amended; seconded by Council Member Wyhof, the motion carried unanimously.

CONSENT AGENDA

Approval of City Council Meeting Minutes dated September 6, 2016 (Filed in Minute Book 87)

Approval of City Council Workshop Minutes dated September 13, 2016 (Filed in Minute Book 87)

Approval of City Council Meeting Minutes dated September 20, 2016 (Filed in Minute Book 87)

Approval of City Council Meeting Minutes dated October 4, 2016 (Filed in Minute Book 88)

Approval of City Council Meeting Minutes dated October 18, 2016 (Filed in Minute Book 88)

Approval of City Council Meeting Minutes dated November 15, 2016 (Filed in Minute Book 88)

Council Member Buckels made a motion to approve the consent agenda. Seconded by Mayor Pro Tem Gaskins, the motion carried unanimously.

REGULAR AGENDA

Consider Capital Project Ordinance Amendment- Sidewalk Improvement Bond Project (No. B1401) (Exhibit A)

Financial Services Director Beth Kelly explained that this item moves funds from the Engineering line to the appropriate lines for easements, sidewalk improvements and “Other Capital Projects”, a sidewalk project for which DOT funds have been received.

Mayor Pro Tem Gaskins made the motion to approve the Capital Project Ordinance Amendment for Sidewalk Improvement Bond Project (No. B1401). Seconded by Council Member Williams, the motion carried unanimously.

Consider Grant Project Ordinance Amendment- North Carolina Department of Transportation Sidewalk Project #B1501 (Sidewalk Along US 421/NC 42-Horner Boulevard) (Exhibit B)

Financial Services Director Beth Kelly explained that this item appropriates funds for sidewalks included and approved in “Other Capital Projects” above, and transfers funds from “Utility Relocates” to additional sidewalk improvements.

Council Member Wyhof made the motion to approve the Grant Project Ordinance Amendment- NC DOT Sidewalk Project #B1501. Seconded by Mayor Pro Tem Gaskins, the motion carried unanimously.

Consider Grant Project Ordinance Amendment- North Carolina Department of Transportation Sidewalk Project #B1402 (Sidewalk Along SR 1514 Bragg Street and SR 1519 Nash Street) (Exhibit C)

Financial Services Director Beth Kelly explained that this final Grant Project Ordinance Amendment is to offset the first two amendments above, transferring funds from the “Sidewalk Improvements” line within this project to the “Other Capital Projects” line.

Mayor Pro Tem Gaskins made the motion to approve the Grant Project Ordinance Amendment- NC DOT Sidewalk Project #B1402. Seconded by Council Member Buckels, the motion carried unanimously.

Consider Second Amendment to eCivis Master Subscription and Service Agreement (Contract No. 9925) (Exhibit D)

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

Public Works Administrator Laura Spivey explained that the amendment addresses three additional subscription requests from community-based organizations to use the city’s grant software program, bringing the total to fourteen users. The budget amendment transfers \$300 received from those three organizations (\$100 each) for the licenses.

Council Member Taylor requested that he be recused from both votes on the eCivis subscriptions, since he is a member of the Family Promise Board of Directors, one of the three community-based organizations requesting a user subscription.

Council Member Buckels made a motion to recuse Council Member Taylor from the vote on the Second Amendment to the eCivis Master Subscription and Service Agreement, and the

City Council Meeting
December 6, 2016

Ordinance Amending the Annual Operating Budget for FY 2016-2017 on the eCivis subscription. The motion was seconded by Council Member Williams.

Mayor Pro Tem Gaskins questioned why it would be necessary to recuse a Council member in a situation where there is no personal benefit. City Attorney Patterson explained that while the statute addresses financial interests and personal conduct, the city's ethics policy more specifically addresses the mere appearance of impropriety. Each Council member can use his or her own discretion if they feel there is a potential conflict of interest.

Mayor Mann called for a vote on the motion to recuse Council Member Taylor from the votes on the Second Amendment to the eCivis Master Subscription and Service Contract and the Ordinance Amending the Budget. The motion passed unanimously.

Council Member Wyhof made a motion to approve the Second Amendment to the eCivis Master Subscription and Service Agreement. Seconded by Mayor Pro Tem Gaskins, the motion carried unanimously.

Mayor Pro Tem Gaskins made a motion to approve the Ordinance Amending the Annual Operating Budget FY 2016-2017 for the eCivis Subscription. Seconded by Council Member Buckels, the motion passed unanimously.

Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2016-2017 (Light Pole Decorations for Downtown Sanford) (Exhibit F)

City Manager Hal Hegwer explained that this item addresses the purchase of ten additional light pole decorations for downtown from Municipal Service District (MSD) funds. Financial Services Director Beth Kelly confirmed that this item had been advertised twice, pursuant to new statutory requirements, but the public hearing was not listed on the agenda. City Attorney Patterson advised that the public hearing could be added as an item for "New Business", since it had been duly advertised.

Mayor Pro Tem Gaskins made a motion to move Item 10-F (Ordinance Amending the Annual Operating Budget FY 2016-2017 for light pole decorations for Downtown Sanford) and to add a public hearing on DSI's request for funds to purchase ten additional light pole decorations. The motion was seconded by Council Member Haire.

Council Member Taylor requested confirmation that there was no problem with amending the agenda after approval. City Attorney Patterson explained that the issue was procedural, since the public hearing was advertised and not listing it on the agenda was basically a typographical error. She explained that the issue could be tabled until the next meeting if Council Member Taylor or any Council member so chooses. Responding to Attorney Patterson's question as to whether this issue was time critical, Mrs. Kelly answered that it was not, since the items had already been purchased through the General Fund and this item addresses reimbursement from the MSD.

Mayor Mann called for a vote on the motion to move Item 10-F and to add the public hearing as an agenda item, which was approved unanimously.

Consider Repeal of Ordinance 2016-70 – an Ordinance Establishing a Loading Zone on the West Side of the 100 Block of South Steele Street of the City of Sanford (Exhibit G)

Consider Ordinance Establishing a Loading Zone on the West Side of the 100 Block of South Steele Street of the City of Sanford (Exhibit H)

City Manager Hal Hegwer explained that DSI has requested a change in the loading zone location since its current location beside a regular parking space limits access for loading and unloading at side doors and moving the zone one space over would improve access.

Council Member Haire made a motion to approve Repealing Ordinance 2016-70, Establishing a Loading Zone on the West Side of the 100 Block of South Steele Street (shown on Exhibit G); seconded by Mayor Pro Tem Gaskins, the motion carried unanimously.

Mayor Pro Tem Gaskins made a motion to approve the Ordinance Establishing a Loading Zone on the West Side of the 100 Block of South Steele Street (shown on Exhibit H). Seconded by Council Member Wyhof, the motion passed unanimously.

Consider Appointment of Resident Commissioner to the Sanford Housing Authority for a Term Expiring June 30, 2017 (Exhibit I)

Mayor Mann advised Council that due to a move, long-time Commissioner April Tibbs had resigned as Resident Commissioner for the SHA and Olga M. Perez has applied for that position, which expires on June 30, 2017.

Council Member Buckels made a motion to appoint Olga M. Perez as the Resident Commissioner for the Sanford Housing Authority for the term expiring June 30, 2017. The motion was seconded by Council Member Wyhof and passed unanimously.

Consider Petition for Annexation of 18.11 Acres by Mary A. Knipple (Exhibit J)

Community Development Director Marshall Downey explained that staff has been approached by a Design Consultant representing a group of investors interested in developing this property commercially (18.11 acres out of a tract of approximately 20 acres). The Technical Review Committee has reviewed preliminary plans, including the extension of city utilities annexation. This petition is the first step in that process.

- **Consider Resolution Directing the Clerk to Investigate a Petition for Annexation Under G.S. 160A-31 (Exhibit J)**

Council Member Taylor made a motion to approve the Resolution Directing the Clerk to Investigate a Petition for Annexation of the 18.11 Acre Tract by Mary A. Knipple. Seconded by Council Member Williams, the motion carried unanimously.

Consider Discussion Regarding Late Fees (Exhibit K)

Council Member Buckels expressed concern about the recently shortened “grace period” on utility bills, from ten days to five days (the time between the due date and that day on which a late fee is assessed). He commended Council on reducing the late fee from \$20 to \$5, but noted that many citizens, specifically those on fixed incomes, were having problems paying the bill within the shortened grace period and requested that Council return to the original ten-day grace period.

After a lengthy discussion, Council Member Williams made a motion to return to a ten-day grace period and retain the \$5 late fee (shown as "Option One" on Exhibit K). This motion was seconded by Council Member Council Member Taylor, and passed by a vote of six to one. The dissenting vote was cast by Mayor Pro Tem Gaskins.

NEW BUSINESS

Public Hearing on Downtown Sanford, Inc.

Financial Services Director Beth Kelly explained that this public hearing is held pursuant to recent legislative changes regarding Municipal Service Districts (MSDs), to discuss a request from DSI for \$15,000 collected within the MSD for additional Christmas decorations downtown.

Mayor Mann opened the public hearing.

Mayor Pro Tem Gaskins questioned the cost of additional advertising required by the recent legislation. Mrs. Kelly estimated it to be approximately \$350 for each of the two notices required to be advertised in the local newspaper and stated that as many as 24 could be required annually.

Council Member Taylor questioned the life expectancy of the Christmas decorations. Manager Hegwer stated that they are subjected to a fair amount of wear and tear and weather exposure, resulting in wiring and harness problems and that staff will research the issue and report back to Council. Council Member Williams noted that some citizens have complained in the past that the decorations should be replaced.

With no one speaking in favor or opposition, Mayor Mann closed the Public Hearing.

- **Request to Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2016-2017 (Light Pole Decorations for Downtown Sanford) (Exhibit J)**

Council Member Williams made a motion to approve the Ordinance Amending the Annual Operating Budget for Light Pole Decorations for Downtown Sanford. Seconded by Council Member Haire, the motion passed unanimously.

OTHER BUSINESS

Council Member Taylor suggested that in light of the incident at this year's Jaycee Christmas Parade (where a young man was shot along the parade route), a smaller parade could be held downtown. He encouraged forming a Community Relations Committee to address diversity issues, to include law enforcement and the faith-based community. He also requested clarification on which citizens each Council member represents. Mayor Mann responded that while several Council members do represent specific wards, nothing binds Council members to only those wards, but also noted that caution should be used when Council members speak on behalf of the entire Council.

Council Member Haire noted that December 7 will be the 75th anniversary of Pearl Harbor Day and shared information on contributions and sacrifices made by citizens of Sanford and Lee County during World War II.

Council Member Wyhof complimented the Police Department on their quick action and professionalism in responding to the shooting incident at the Christmas parade.

Council Member Buckels congratulated Assistant Revenue Manager Ebony McLean for her selection as a 2016 Local Government Federal Credit Union Fellow by the UNC School of Government. He also stated that the Council and citizens will continue to work and will not be deterred by acts of violence, and encouraged all citizens to continue working together.

Mayor Mann acknowledged the city's tremendous growth in the past year. *The Sanford Herald* recently reported a 562 percent increase in commercial building permits through September 30, compared to the same period last year, along with the addition of approximately 600,000 square feet of new retail space and a 27 percent increase in residential construction permits. He had been to Deep River Elementary School earlier in the day to read "The Polar Express" to fifth-grade students and noted that book's message was one of love, hope and respect. In light of the incident at the parade, he stated that he had seen only resilience and determination from local citizens to stay on track and continue moving Sanford forward and thanked everyone for the opportunity to serve as Mayor.

CLOSED SESSION

Mayor Pro Tem Gaskins made a motion to go into Closed Session pursuant to NCGS 143-318.11(a)(3), to consult with an Attorney-Employee for the Attorney-Client privilege and to instruct the public body staff for the terms and material terms of a contract for the acquisition of real property; and pursuant to NCGS 143-318.11(a)(4), to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body; Seconded by Council Member Buckels, the motion carried unanimously.

ADJOURNMENT

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

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

Respectfully Submitted,

T. CHET MANN, MAYOR

ATTEST:

BONNIE DAVIS, CITY CLERK



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

(919) 777-1110
FAX: (919) 775-8205
Email: hal.hegwer@sanfordnc.net

City of Sanford

Hal Hegwer
City Manager

MEMORANDUM

TO: Mayor and Council Members

FROM: Hal Hegwer, City Manager H.H.

DATE: December 7, 2016

SUBJECT: Memorandum of Understanding with the Town of Broadway

The Town of Broadway is requesting that we accept their storm debris from Hurricane Matthew. They do not have a permitted site and need assistance rather quickly. Our plan is for city staff to work this weekend to remove the debris at an estimated cost of \$1,650 (cost for staff and equipment), which will be paid to the City by the Town of Broadway. If you do not have any concerns, we will move forward with assistance. At our next meeting on December 20, 2016, we will have a memo of understanding for your approval ratifying our action. If you have any questions or concerns, please give me a call.

STATE OF NORTH CAROLINA
 COUNTY OF LEE

MEMORANDUM OF UNDERSTANDING
 WITH THE TOWN OF BROADWAY
 FOR STORM DEBRIS DISPOSAL

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this _____ day of _____, 2016, by and between the CITY OF SANFORD, a North Carolina municipal corporation, and TOWN OF BROADWAY, a North Carolina municipal corporation:

WITNESSETH:

WHEREAS, Hurricane Matthew hit the State of North Carolina in October 2016 causing storm related damage, uprooting trees, scattering vegetation, limbs, leaves and other debris; and,

WHEREAS, the State of North Carolina declared a State of Emergency and thereafter, various counties qualified for FEMA disaster assistance; and

WHEREAS, the Town of Broadway is in need of a permitted site to accumulate and dispose of storm related debris collected within its town limits; and,

WHEREAS, the City of Sanford has a permitted site and is willing and able to assist the Town of Broadway by receiving and disposing of storm debris from Hurricane Matthew; and,

WHEREAS, the Town of Broadway has requested and the City of Sanford has agreed to receive and dispose of storm related debris at its permitted site and desires to set forth in this Memorandum of Understanding the terms under which this action shall occur.

NOW, THEREFORE, the parties hereto covenant, agree and state their understanding as follows:

- 1) The City of Sanford shall receive and dispose of Hurricane Matthew storm related debris from the Town of Broadway at its permitted site.
- 2) The City of Sanford shall invoice and the Town of Broadway shall pay actual costs incurred for said services, estimated to be One thousand six hundred fifty (\$1,650.00+/-) dollars, plus or minus, based upon disposal fee per cubic yard and personnel expense.
- 3) The City of Sanford and the Town of Broadway shall cooperate in properly handling said storm related debris in accordance with State and Federal regulations.

IN TESTIMONY WHEREOF, the City of Sanford has caused this agreement to be signed in its corporate name by its City Manager and attested by its City Clerk, and the Town of Broadway has caused this agreement to be signed in its corporate name by its Town Manager and attested by its Town Clerk, on the day and year first above written.

Attest: _____ City of Sanford

 Bonnie Davis, City Clerk By: _____
 (Corporate Seal) Hal Hegwer, City Manager

Attest: _____ Town of Broadway

 Laura Duval, Town Clerk By: _____
 (Corporate Seal) Dustin Kornegay, Town Manager

STATE OF NORTH CAROLINA
 COUNTY OF LEE

I, _____, a 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 the City of Sanford and that by authority duly given and as the act of the City Council, the foregoing instrument was signed in its name by its Manager, sealed with its corporate seal and attested by her as its City Clerk.

Witness my hand and stamp and seal, this _____ day of _____, 2016.

 Notary Public

My Commission expires: _____

STATE OF NORTH CAROLINA
 COUNTY OF LEE

I, _____, a Notary Public of the County and State aforesaid, certify that Laura Duval personally came before me this day and acknowledged that she is the Town Clerk of the Town of Broadway and that by authority duly given and as the act of the Town Board of Commissioners, the foregoing instrument was signed in its name by its Manager, sealed with its corporate seal and attested by her as its Town Clerk.

Witness my hand and stamp and seal, this _____ day of _____, 2016.

 Notary Public

My Commission expires: _____

**RESOLUTION IN SUPPORT OF THE TEMPORARY CLOSURE OF PORTIONS
OF SEVERAL STREETS FOR THE SANFORD CHRISTMAS PARADE**

WHEREAS, the City of Sanford formally requests the temporary closure of portions of the following streets:

Steele St, Moore St, Wicker St, Carthage St, St Clair Ct, Gordon St, Summit Dr,
Green St, Cross St, Buffalo St, Chisholm St, and Bracken St.

WHEREAS, the purpose of said temporary closures will be for the Sanford Christmas Parade being put on due to the Jaycees Christmas Parade being cut short; and

WHEREAS, said temporary closure would occur on Sunday, December 18, 2016, between the hours of 5:30 PM and 7:30 PM or until such time as deemed safe by the City of Sanford Police Department; and

WHEREAS, General Statute 160A-296 (a) (4) authorizes the Council for the City of Sanford to temporarily close streets for such purposes; and

WHEREAS, the City of Sanford, has no objection to said event occurring between the stated hours on said date;

NOW THEREFORE BE IT RESOLVED, THAT the City of Sanford Police and Public Works Departments are directed to close the above said streets on December 18, 2016 between the hours of 5:30 PM and 7:30 PM.

Ratified this 20th day of December, 2016.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

Susan Patterson, City Attorney

2016 National Night Out Program



[About](#) [Registration](#) [NATW](#) [Awards](#) [Map](#) [Newsletter](#) [Shop](#) [Support](#)  

Award Winners.

- Category 1: 300,000+ 
- Category 2: 100,000 - 300,000 
- Category 3: 50,000 - 100,000 
- Category 4: 15,000 - 50,000 

- 1. Bartlett, IL
- 2. Sanford, NC
- 3. Coppell, TX
- 4. New Brighton, MN
- 5. Miami Township, OH
- 6. South Brunswick, NJ
- 7. West Hollywood, CA

See a full list of award winners at www.natw.org/award-winners.



Zoning Map Amendment (Rezoning) Application

Circle Jurisdiction That Applies:

City of Sanford

Lee County

Town of Broadway

- 1. Applicant Name: **Rachel Cotter**
- 2. Applicant Address: **2905 Meridian Parkway, Durham, NC**
- 3. Applicant Telephone: **919-361-5000**
- 4. Name and Address of Property Owner(s) if different than applicant:
Mary A Knipple
2919 Beechtree Drive, Sanford, NC 27330

5. Location of Subject Property: **The subject site is located to the north of US 421 Bypass (between US 421 Bypass and Hawkins Ave) on the west side of Jefferson Davis Highway off of Beechtree Drive.**
Lee Co. P.I.N. **9644-43-0899-00.**

Total Area included in Rezoning Request: **18.09 Acres**

- 7. Zoning Classification: Current: **R-20 SF** Requested: **O&I Conditional Use (Type 2)**
- 8. Existing Land Use(s): **Residential / Vacant**
- 9. Reason(s) for Requesting a Zoning Map Amendment (Rezoning): **See Attached**

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 Sanford/Lee Zoning & Design Review Department.

Rachel Cotter Rachel Cotter 13 Oct 2016
Mary A Knipple Mary A Knipple 12 Oct 2016
 Signatures of Property Owner(s) (Sign & Print) 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, 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 (\$350 total fee for Conditional Zoning).
- 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: _____ Fee Paid: _____ Application No.: _____

Staff Signature: _____ Energov Case No.: _____

L:\Forms & Certifications\Rezoning App (Updated 2016-07-25 by AJMc)

\$350 FEE
(No Standard Rezoning Fee Included With This Request.)

Supplemental Application for Conditional Zoning District
(To be submitted with an Application for Zoning Amendment)

Circle Jurisdiction That Applies:

X City of Sanford **Lee County** **Town of Broadway**

1. Type of Conditional Zoning District (Type 1 or Type 2) **Type 2**
2. Describe in detail the use(s) requested as part of the Conditional Zoning District (use separate sheet if necessary): **The applicant is requesting a zoning map change to Office and Institutional (Conditional Use Type 2), thus allowing for all permitted uses within the O&I zoning district except for those listed in the zoning conditions below.**
3. Describe in detail any additional conditions of development proposed as part of the Conditional Zoning District. Such conditions should include (as applicable): **See Attached**
 - The location on the property of the proposed use(s);
 - The number of dwelling units;
 - The location and extent of supporting facilities such as parking lots, driveways, and access streets;
 - The location and extent of all landscaping areas, buffer areas and other special purpose areas
 - The timing of development;
 - The location and extent of rights-of-way and other areas to be dedicated for public purposes;
 - Details on architectural features and scale of proposed structures; and
 - The location and extent of any pedestrian elements (sidewalks, trails, etc.).

Conditions may be listed on additional, separate sheets if necessary. Additionally, a scaled site plan shall be submitted illustrating all conditions as described in the text. See Attached

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

I hereby acknowledge that by submitting this Conditional Zoning application, I am voluntarily requesting that restrictions on the use of land and/or zoning conditions of development be placed upon the subject property as included in this petition. An application fee in the amount of \$350.00, payable to The City of Sanford is required before processing the application. The application submission deadline is the second Friday of the month. The petition will be heard the following month at the scheduled public hearing.

Mary A Knipple
Mary A Knipple
Signature (Sign & Print)

Oct 12 2016
Date

L: Forms & Certifications: CZ Supplemental Appl (Updated 2013-08-29)

Rachel Cott Rachel Cott

Oct 13 2016



October 14, 2016

Ms. Amy McNeil
Design Review Coordinator
Sanford / Lee County Planning

Reason for Requesting a Zoning Map Amendment
(per #9 on the Zoning Map Amendment Application)

The applicant intends to develop the site as a medical office building which is not a use permitted by right within the current R-20 zoning designation. According to the Permitted Use Matrix, the proposed uses would be permitted by right in the Highway Commercial (HC), Light Commercial and Office (C-1) General Commercial (C-2) Office and Institutional (O&I) and Central Business District (CBD). According to the Sanford and Lee County 2020 Land Use Map, the subject property is designated a Highway Overlay adjacent to an Interchange / Highway Node, however, it is our understanding the plan is undergoing review. Further, given the reconfiguration of Highway 1 and Hawkins Drive, coupled with the dead end nature of Beechtree Drive, we do not envision highway commercial uses as the highest and best use for parcels fronting Beechtree Drive. Thus, rezoning to O&I would allow for development of the desired facility within a district that most closely aligns with surrounding land uses, densities, traffic patterns and surrounding future land use designations.

Architect's statement of intent

The new developments on the site being proposed will be designed and constructed with high architectural quality design and materials consistent with other recent developments for the largest Health systems and physician practice groups in the state. These buildings will feature variations in scale, detailing, and materials to provide both a rich and elegant character along the highly visibly US Highway 1 corridor. Primary design of the buildings will feature regional masonry materials inspired by the local brick production heritage of the area and will be complimented with accent materials including casts stone, metal paneling, or architectural precast.

The John R. McAdams
Company, Inc.

Raleigh / Durham, NC
2905 Menden Parkway
Durham North Carolina 27713
(919) 361-5000

Charlotte, NC
3436 Torrington Way
Suite 110
Charlotte North Carolina 28227
(704) 527-0800

McAdamsCo.com



October 14, 2016

Ms. Amy McNeil
Design Review Coordinator
Sanford / Lee County Planning

Proposed Zoning Conditions
(Per item #3 of the supplemental application for conditional zoning district)

1. The following uses will not be permitted within the proposed zoning district:
 - a. Agriculture or industrial & manufacturing as outlined in the permitted use matrix.
 - b. Hotel, Motel and tourist court;
 - c. Child and Youth Services;
 - d. Real estate, sales rental & Leasing;
 - e. Restaurants, with and without drive-in or drive through facilities.

2. One or more of the following exterior surface materials may be used:
 - Brick and/or architectural block;
 - Traditional and/or synthetic stucco;
 - Precast concrete panels;
 - Split face or ground face CMU;
 - Stone or cultured stone;
 - Aluminum or other metal panels;
 - Metal accents and awnings (for any awnings and / or porte-cochere;
 - Cementitious siding and trim; and
 - Aluminum and glass window and/or curtainwall glazing systems

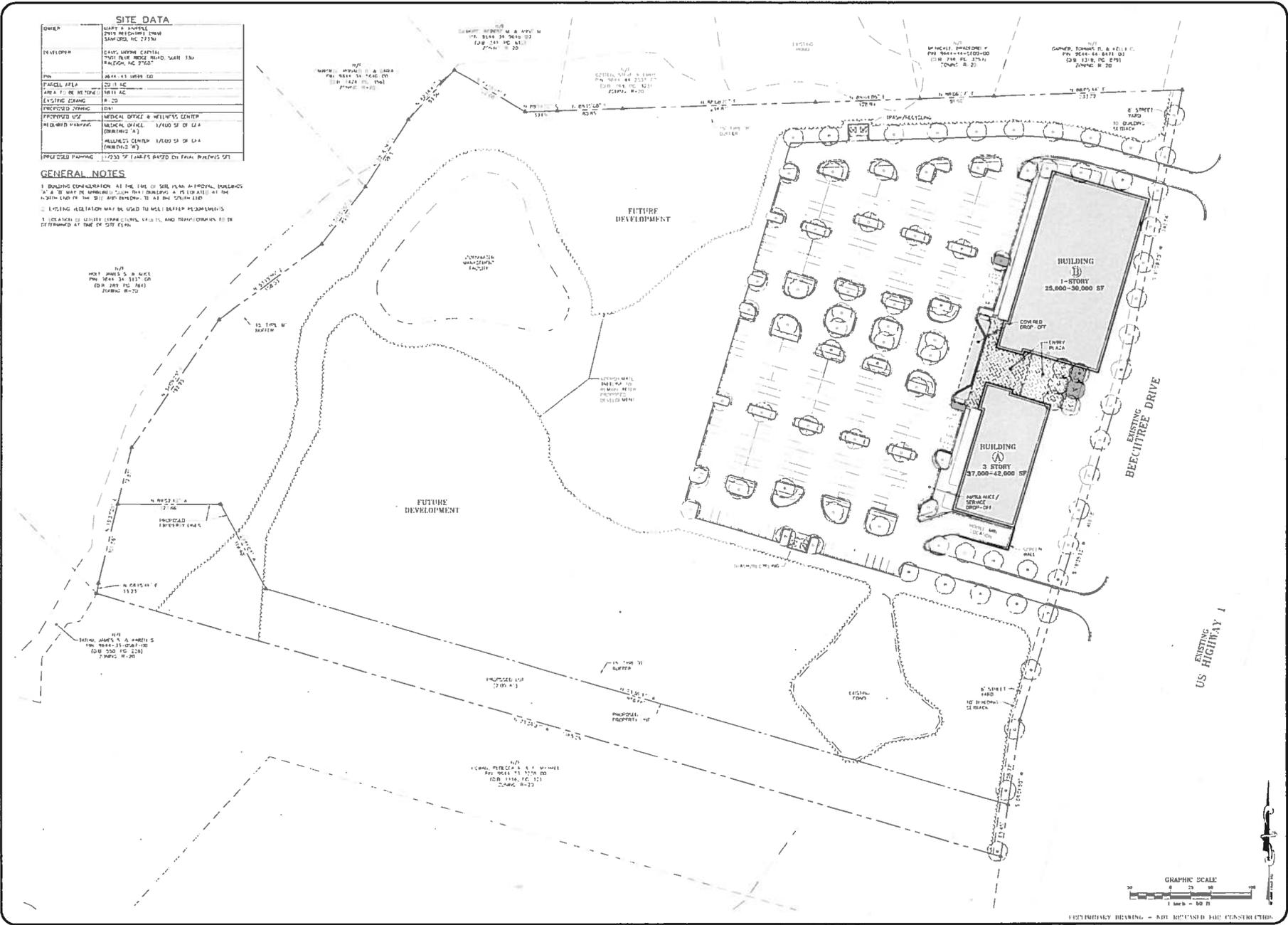
**The John R. McAdams
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Raleigh / Durham, NC
2905 Meridian Parkway
Durham, North Carolina 27713
(919) 361-5000

Charlotte, NC
3436 Torngdon Way
Suite 110
Charlotte, North Carolina 28227
(704) 527-0800

McAdamsCo.com

Designing Tomorrow's Infrastructure & Communities



SITE DATA	
OWNER	DAVIS MOORE CAPITAL 2501 BLUE RIDGE ROAD RALEIGH, NC 27607
DEVELOPER	DAVIS MOORE CAPITAL 2501 BLUE RIDGE ROAD, SUITE 330 RALEIGH, NC 27607
PH	336-415-1000
PARCEL AREA	22.11 AC
LAND USE DESIGN	OFFICE
EXISTING ZONING	R-20
PROPOSED ZONING	OFF
PROPOSED USE	MEDICAL OFFICE & WELLNESS CENTER (BUILDING A)
PROPOSED PARKING	1,600 SPACES OF GA (BUILDING A)
PROPOSED PARKING	1,600 SPACES OF GA (BUILDING B)
PROPOSED PARKING	1,200 SPACES BASED ON FINAL PARKING LOT

- GENERAL NOTES**
1. BUILDING CONSIDERATION AT THE TIME OF SITE PLAN APPROVAL, BUILDINGS A & B TO HAVE PERMISSIBLE SIGNAGE (BUILDINGS A IS LOCATED AT THE NORTH END OF THE SITE AND BUILDING B IS AT THE SOUTH END)
 2. EXISTING VEGETATION MAY BE USED TO MEET BUFFER REQUIREMENTS
 3. LOCATIONS OF UTILITIES (UNDERGROUND, VEHICLES, AND TELECOMMUNICATIONS) TO BE DETERMINED AT TIME OF CONSTRUCTION

THE JOHN R. MCADAMS
CORPORATION, INC.
10000 WOODLAWN DRIVE
DURHAM, NORTH CAROLINA 27715
PHONE: 919.486.1000
FAX: 919.486.1001
WWW.MCADAMSA.COM

MCADAMS

REVISIONS

NO.	DATE	DESCRIPTION
1	10/20/16	ISSUE FOR PERMIT

DEVELOPER:

DAVIS MOORE CAPITAL
2501 BLUE RIDGE ROAD,
SUITE 330
RALEIGH, NC 27607

BEECHTREE DRIVE
MEDICAL OFFICE

2501 BLUE RIDGE ROAD,
SUITE 330
RALEIGH, NC 27607

CONCEPTUAL SITE PLAN

PROJECT NO: 1601020

DESIGNED BY: RUC

DRAWN BY: JSM

DATE: 10-20-2016

SHEET NO: 1 OF 1

GRAPHIC SCALE

1 inch = 50 feet

EXISTING HIGHWAY 1

PROPERTY DRAWING - ALL RECORDS ARE CONSTRUCTED

SITE DATA	
OWNER	MARY A. KUPPER 2718 REDWOOD DRIVE SANFORD, NC 27333
DEVELOPER	DAVIS MOORE CAPITAL 2501 BLUTE RIDGE ROAD, SUITE 310 RALEIGH, NC 27607
PH	8444 AS DRIVE D1
PARCEL AREA	23.11 AC
AREA TO BE RELEASED	18.11 AC
EXISTING ZONING	R-20
PROPOSED ZONING	DM
PROPOSED USE	MEDICAL OFFICE & WELLNESS CENTER
REQUIRED PARKING	MEDICAL OFFICE 1,1400 SF OF OFA (BUILDING 'A')
	WELLNESS CENTER 1,900 SF OF OFA (BUILDING 'B')
PROPOSED PARKING	1,7700 SF (VARIABLE BASED ON FINAL BUILDING OF)

GENERAL NOTES

1. BUILDING CONSTRUCTION AT THE TIME OF SITE PLAN APPROVAL. RESERVATIONS AS TO BE RELEASED FROM BEING DEVELOPED AS IS LOCATED AT THE NORTH END OF THE SITE AND TAILING TO BE AT THE SOUTH END.
2. EXISTING VEGETATION MAY BE USED TO MEET BUFFER REQUIREMENTS.
3. LOCATION OF UTILITY CONNECTIONS, VALVES, AND TRANSFORMERS TO BE DETERMINED AT TIME OF SITE PLAN.



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

THE JOHN H. MCADAMS COMPANY, INC.
2000 North Carolina 77713
Raleigh, NC 27607
PHONE: 919.876.8400
FAX: 919.876.8401



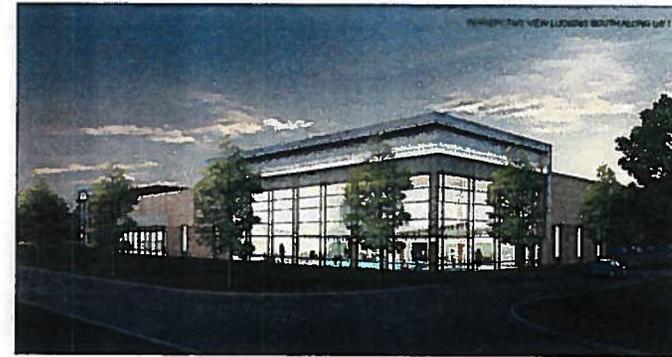
DEVELOPER	DAVIS MOORE CAPITAL 2501 BLUTE RIDGE ROAD, SUITE 310 RALEIGH, NC 27607
ARCHITECT	
ENGINEER	
DATE	

**BEECHTREE DRIVE
MEDICAL OFFICE**
SANFORD, NORTH CAROLINA

CONCEPTUAL SITE PLAN

PROJECT NO.	DM-18033
PRELIM. NO.	DM-18033K
PREPARED BY	RSC
CHECKED BY	RJG
SCALE	1"=50'
DATE	03-20-2016
1 of 1	

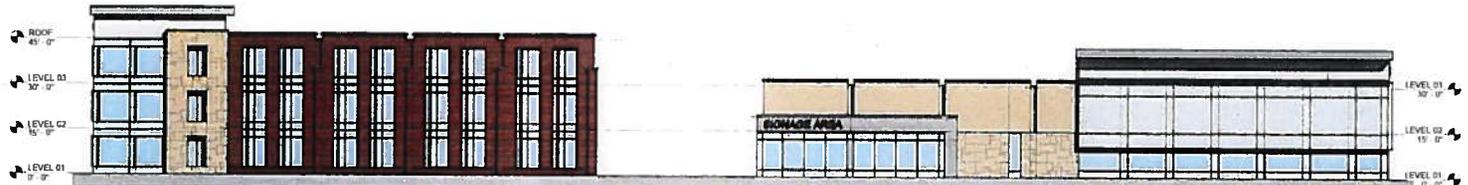




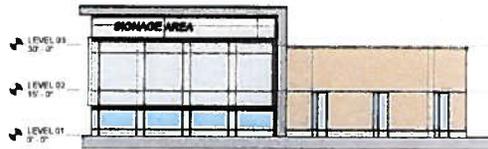
MATERIAL NOTES

NOTE THAT THE COLORS AND TEXTURES SHOWN ON THESE ELEVATIONS ARE FOR PRELIMINARY DESIGN PURPOSES AND ARE NOT SPECIFIC TO A PRODUCT. A LIST OF POSSIBLE MATERIALS THAT CORRESPOND TO THE CONCEPTUAL ELEVATIONS IS BELOW.

- RED**
 - BRICK AND/OR ARCHITECTURAL BLOCK
 - MASONRY VENEER
 - SPLIT FACE OR GROUND FACE CMU
 - CREAM**
 - PRECAST CONCRETE PANELS
 - PAINTED/ FINISHED TILT-UP CONCRETE PANELS
 - STONE OR CULTURED STONE
 - TRADITIONAL, SYNTHETIC STUCCO AND/ OR EIFS
 - GRAY / WHITE**
 - ALUMINUM OR OTHER METAL PANELS
 - PERFORATED METAL SCREEN
 - LIGHT BLUE**
 - GLAZING- CLEAR AND/OR SPANDREL GLASS
- OTHER SECONDARY MATERIALS MAY INCLUDE:**
- CEMENTITIOUS SIDING AND TRIM
 - DURABLE FABRIC, VINYL OR METAL ACCENTS AND AWNINGS (FOR ANY AWNINGS AND/OR PORTE-COCHERE)



1 WELLNESS CENTER AND MOB CONCEPT ELEVATIONS - EAST
1/8" = 1'-0"



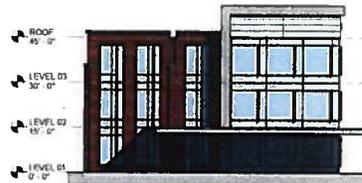
2 WELLNESS CENTER CONCEPT ELEVATION - NORTH
1/8" = 1'-0"



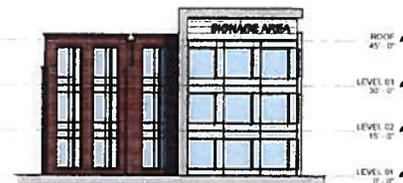
3 WELLNESS CENTER CONCEPT ELEVATION - SOUTH
1/8" = 1'-0"



4 WELLNESS CENTER AND MOB CONCEPT ELEVATIONS - WEST
1/8" = 1'-0"



5 MOB CONCEPT ELEVATION - NORTH
1/8" = 1'-0"



6 MOB CONCEPT ELEVATION - SOUTH
1/8" = 1'-0"

540-03

Sanford City Council and Sanford Planning Board
Public Hearing Information
Application #556-2016-01 to Amend the City of Sanford Zoning Map
Public Hearing Date: December 20, 2016

APPLICANT: Rachel Cotter of The John R. McAdams Company, Inc. (McAdams)

PROPERTY OWNER: Mary A. Knipple

REQUEST: Rezone 18.09 ± acres of land with frontage on Beechtree Drive from the Residential Single-family (R-20) to Office & Institutional Conditional Zoning District (O&I-C).

LOCATION: The subject property is a portion of a 20.1 ± acre tract of land addressed as 2919 Beechtree Drive, which is located within the City of Sanford's Extraterritorial jurisdiction or ETJ.

TOWNSHIP: West Sanford

TAX PARCEL NO.: 9644-43-0899-00, as depicted on Tax Map 9644.03

ADJACENT ZONING:

North: Residential Single-family (R-20)

South: Residential Single-family (R-20)

East: Opposite US Hwy 1/Jefferson Davis Hwy, General Commercial (C-2)

West: Residential Single-family (R-20)

Introduction

In October of 2016, Ms. Rachel Cotter of The John R. McAdams Company, Inc. (McAdams) submitted a rezoning request to rezone property located within the City of Sanford's ETJ from a residential zoning district to a site plan specific conditional zoning district to allow for the development of the site as a medical office complex. At this time, only a portion of the site is illustrated on the site plan since the developer does not have a vision for this the entire site. Therefore, when/if the developer proposes to develop the area that is not illustrated with buildings, parking lots, etc. in the future, he/she must go back in front of the boards with the updated site plan for consideration at that time. Please reference information within the "Staff Analysis" section of this report for specifics regarding this request.

Site and Area Description

The subject property consists a 18.09 ± acre portion of a 20.1 ± acre tract of land located off of Beechtree Drive. The balance of the tract will remain residential and will be

540-03

recombined with the adjoining tract of land to the south. The area is a mix of residential and commercial uses, with

Utilities

This site is currently served by public sewer, but not public water. Public water is proposed to be extended to serve the medical office complex. Since the developer proposes to extend public water, the site must be offered for annexation into the corporate City limits. As a general rule, any/all new development must comply with the rules & regulations of the Sanford Public Works Department regarding the extension of and/or connection to public utilities.

Existing Zoning and Land Uses

The existing zoning in the immediate area (between Cotten Road and the terminus of Beechtree Drive) is residential with the lots being either vacant & wooded or developed with single-family homes. The one exception is the Sanford campus of the Newhope Church at 2901 Beechtree Drive. The 1996-1996 GIS aerial images show the church as being constructed during this time period.

The existing zoning in the area between Cotten Road and Hawkins Avenue is commercial (a mix of C-2, General Commercial and Light Industrial) with the exception of a portion of the frontage for the Gil Winders Campground tract, which is zoned Residential Agricultural. Starting from the Hawkins Avenue end of Beechtree Drive moving southward, this area is developed with Fortress Fencing Company (formerly Cooper Mechanical), the Gil Winders Campground with carwash (the carwash is currently being demolished), WST Industries (a commercial & industrial contractor) and New Hope Baptist Church, a second & separate church with a similar name as the one previously mentioned, that is located in the northwestern quadrant of Beechtree Drive and Cotten Road. All of these tracts of land are visible from either Hawkins Avenue/15-501 or US Hwy 1/Jefferson Davis Hwy, even though they are physically accessed via Beechtree Drive.

Staff Analysis

The Office & Institutional (O&I) Conditional Zoning District is a Type 2 Conditional Zoning District, which was created for the purpose of allowing a property owner to place additional conditions upon an existing, equivalent conventional, general use zoning district. Conditional Zoning District Type 2 would be the preferred zoning approach if a petitioner desired to (a) to reduce or narrow the number of permitted uses and/or (b) impose higher level design standards than that which exists within an equivalent general use zoning district. Conditional Zoning District Type 2 would also be practical in situations where a petitioner desires to install or construct additional buffers or other physical features that would serve to increase the protection afforded neighboring properties and/or the appearance of the proposed development.

Only the property owner(s) of a proposed Conditional Zoning District Type 2 shall be eligible to apply for rezoning to a Conditional Zoning District. The owner shall specify

the use(s) of the property and shall propose additional conditions to ensure compatibility between the development and the surrounding neighborhood. The conditions shall include all of the following (as applicable):

- The location on the property of the proposed use(s);
The Conceptual Site Plans illustrate buildings, parking and landscaping.
- The number of dwelling units;
The Conceptual Site Plans lists the uses as medical office & wellness center.
- The location and extent of supporting facilities such as parking lots, driveways, and access streets;
The Conceptual Site Plans illustrate these features.
- The location and extent of buffer areas and other special purpose areas;
The Conceptual Site Plans illustrate the minimum required 15ft buffer along the northern property line within a 45ft buffer of existing vegetation between the northernmost driveway and the northern property line that adjoins the residential neighbors that front Cotten Road. Staff recommends requiring the 45ft buffer of existing trees to remain on site since this it adjoins residential single-family residential development on lots zoned R-20.
- The timing of development;
What would be Phase 1 of this project is illustrated on the Conceptual Site Plans. There is no additional phasing information provided. It is the understanding of staff that the development of this site (both what is illustrated and what is labeled as "possible future development" is market driven; therefore, the applicant was not able to provide a definitive timeline for this project. The boards may discuss this matter with the project representatives.
- The location and extent of rights-of-way and other areas to be dedicated for public purposes;
The Conceptual Site Plans do not illustrate any rights-of-way or other areas proposed to be dedicated for public purposes.
- And any other such conditions the applicant may wish to propose.
Reference the Conceptual Site Plans (one black & white version & one color version), Concept Elevations and the two page letter from the applicant for additional information regarding conditions. Staff has also provided additional information below.

Applications for a Type 2 district require that a detailed site plan, architectural elevations and a detailed narrative text that specifies the conditions that will govern the development and use of the property.

Specifically, the following conditions were included within the illustrative information and/or the written narrative provided as part of the rezoning application:

WRITTEN NARRATIVE

- The following uses will not be permitted within the proposed O&I-C zoning district:
 - a. Agricultural, industrial and manufacturing uses per the UDO Permitted Use Matrix (Table of Permitted Uses).
 - b. Hotel, motel or tourist court

540-03

- c. Child and youth services
- d. Real estate, sales, rental and leasing
- e. Restaurants with or without drive through facilities

Staff has provided a copy of the List of Permitted Uses for the Office & Institutional (O&I) zoning district in the agenda for your reference. The proposed use listed on the Conceptual Site Plans is "medical office and wellness center". However, the way the application reads, all of the uses allowed in the O&I zoning district will be permitted within this new zoning district unless the use is included in items "a" through "e" as noted above. Staff recommends that the boards limit the uses for this proposed rezoning to medical office and wellness center, which would require uses outside of these categories to be approved by the boards. This would maintain the medical themed integrity of the zoning district if the proposed developer does not follow-through with the development of the site and/or if the developer sells the site, either prior to or after it is developed.

WRITTEN NARRATIVE, continued

- One or more of the following exterior surface materials may be used for the buildings:
 - a. Brick and/or architectural block
 - b. Traditional and/or synthetic stucco
 - c. Precast concrete panels
 - d. Split face or ground face CMU (*rough face or smooth face concrete masonry units*)
 - e. Stone or cultured stone
 - f. Aluminum or other metal panels
 - g. Metal accents and awnings, for any awning or porte-cochere (*Porte-cochere translates as coach gate or carriage porch and is a porch-or portico-like structure at a main or secondary entrance to a building through which, in the past, a horse & carriage or, in modern times, a motor vehicle can pass in order for the occupants to alight under cover, protected from the weather.*)
 - h. Cementitious siding and trim (*fiber cement siding – for example, Hardiplank lap siding*)
 - i. Aluminum and glass window and/or curtain wall glazing systems

The UDO requires exterior building facades that are in view from an adjoining thoroughfare or freeway (US Hwy 1) to include one or more of the following elements: brick, wood, stucco, sandstone or other native stone. Use of concrete block, smooth-faced tilt-up concrete panels or pre-fabricated steel panels shall be avoided. Therefore, staff recommends that the architectural block (Items A), precast concrete panels (Item C), split face or ground face CMU (Item D) and aluminum or other metal panels (Item F), be either eliminated from the list of permitted exterior building materials or limited in the amount that they can be used. Also, staff recommends that the approved building materials be included on all four sides of the building as illustrated on the Concept

540-03

Elevations – as opposed to limiting the materials to the exterior building facades that are in view from US Hwy 1 as the UDO would allow.

Architectural block (Item A) is typically large bricks that can have the appearance of concrete block, especially if painted. Precast concrete panels (Item C) on a large building create a large expanse of blank space that is not architecturally interesting. Rough-faced split face CMU has been allowed in limited quantities to provide architectural interest along the lower sections of buildings. Smooth ground faced CMU is a large concrete block. Aluminum panels were determined to not fall within the pre-fabricated steel panel category by the Sanford Board of Adjustment and have been permitted for auto dealerships. All of these materials may be used to create wonderful looking buildings, but – given the high visibility of the location along a major corridor, that the immediate area currently has no development of this type and that this project would set a precedent for other future similar development in this area – staff suggests that the board consider limiting the exterior building materials in order to achieve a design of high quality that complies with the intent of the UDO to maintain a minimum level of quality in design and to require specific design elements that promote a consistent, attractive appearance along our most visible travel corridors.

ARCHITECTURAL CONCEPT ELEVATIONS

- See the attached illustrative labeled “Concept Elevations” and the “Architect’s Statement of Intent” on page one of the written narrative for additional information regarding the exterior appearance of the proposed buildings.
Please reference the prior staff notes regarding exterior building materials.

CONCEPTUAL SITE PLANS

- See the attached illustratives labeled “Beechtree Drive Medical Office, Conceptual Site Plan” with one being black & white and one rendered in color for additional information regarding the site layout.
The site is proposed to be developed with two medical office buildings that will be located on the eastern front of the site to allow for the best visibility from US Hwy 1/ Jefferson Davis Hwy.
Building A will be 25,000sf to 40,000sf and two or three stories.
Building B will be 25,000sf to 30,000sf and one-story.
A covered walkway will connect the buildings and a plaza area will be developed between the buildings.
Parking will be located to the rear of the buildings.
Parking lot landscaping, street yard landscaping and buffer yard landscaping will meet or exceed the UDO standards.

When/if the developer should want to alter the site plan or to develop the area of the site labeled “possible future development” he or she must submit the updated information to the Sanford City Council and the Sanford Planning Board for consideration. Any item not specifically addressed in the rezoning process must comply with the UDO standards.

540-03

The information submitted as part of this rezoning request is legally binding on the land; therefore, the site has to be developed as per the approved plans even if a property transfer were to take place. Also, as a reminder, the conditional zoning process is a negotiated zoning process and, as such, the Council and/or Planning Board may request that certain conditions be considered or altered. However, the petitioner must accept such conditions before inclusion in the conditional zoning district.

The technical specifications and requirements of all governmental agencies, such as the City of Sanford Engineering Dept. and the Sanford Fire Dept., must be met for the conceptual plans and conditions that are approved in conjunction with this project.

Transportation

The project will have two points of access: (a) new driveway off of Beechtree Drive (SR1444) located approximately 110ft from the northern property line and (b) a new driveway off of Beechtree Drive located approximately 630ft from the northern property line or 255ft from the southern property line. A NCDOT Driveway Permit must be approved for both drives.

The 2007 Lee County Comprehensive Transportation Plan Highway Map does not illustrate any proposed improvements for Beechtree Drive. The only traffic count on Beechtree Drive is a 2012 traffic count of 1,800 vehicle per day located in front of Gil Winders Campground at 3021 Beechtree Drive or 0.38 of a mile north of the subject property. There is a 2013 traffic count of 1,500 vehicle per day on Cotten Road approximately 500ft west of the intersection of Beechtree Drive and Cotton Road, in front of a house addressed as 135 Cotten Road.

Environmental & Local Overlay Districts

The subject property is not located within a Watershed Conservation Overlay District, a Historic Preservation Overlay District, a Flood Hazard Area or the 421 Bypass Corridor. There is an existing pond illustrated on site that is proposed to remain and there is a storm water management facility that is proposed to be created as part of the site development. There are no regulated environmentally sensitive areas (wetlands) illustrated on the site plan. The developer is responsible for complying with any/all state and federal regulations regarding existing environmental conditions.

Development Standards

If the conditional zoning district is approved, the site must be developed in the manner approved by the boards with any additional conditions that the boards suggest and that the applicant/developer agrees to.

Conformance with the Sanford/Lee County 2020 Land Use Plan

The 2020 Land Use Plan identifies this area as being within the Highway Corridor Overlay District, which identifies an area with a high level of design and development standards along a major transportation corridor or major highway.

540-03

Public Information Meeting

A Public Information Meeting was held on Thursday, December 15, 2016 to allow for discussion of this rezoning request. This report was created prior to the meeting date; therefore, staff will provide information at the public hearing regarding the main topics of conversation, questions and concerns that were expressed at this meeting.

Staff Recommendation

The adopted comprehensive plan (2020 Land Use Plan) identifies this area as being within the Highway Corridor Overlay District due to the proximity to US Hwy 1. However, this is a broad brush stroke designation that states that a high level of design and development standards should be required given the visibility along a major highway and does not get into the specifics of land use. Typically, these areas are proposed for non-residential development given that they are located along a major highway. This site has visibility from US Hwy 1, but not physical access. Since the comprehensive plan speaks to a high level of design and development, the information provided within this rezoning request (taking into consideration the staff notes) appears to comply with the UDO design standards; therefore, this rezoning request would appear to comply with the comprehensive plan.

The existing character of the area is residential, but the location off of Beechtree Drive paralleling US Hwy 1, does not appear to be conducive to future residential single-family development; therefore, it is reasonable that this site may be developed in a non-residential manner. The specific conditions within the rezoning application and the conditions placed on this rezoning by the boards (as agreed to by the applicant/developer) will assist in ensuring that this rezoning would be in the public interest.

R-20, RESIDENTIAL SINGLE-FAMILY ZONING DISTRICT

Please note: 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).

<u>Accessory Uses</u>
Accessory uses (See 5.1)
<u>Residential Uses</u>
Dwelling, Modular home
Dwelling, Single-family detached
<u>Arts, Recreation & Entertainment</u>
Parks, playgrounds, and athletic fields operated on a noncommercial basis
<u>Education, Public Administration, Health Care and Institutional</u>
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
<u>Transportation, Communication, and Utilities</u>
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)
<u>Agriculture</u>
Animal Production and Support Services, (unincorporated Lee County)
Crop Production and Support Functions, (unincorporated Lee County)
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).

<u>Residential Uses</u>
Home Occupations (See Section 5.16)
Travel Trailer / Recreational Vehicle / Motor Home / Camper, to be used as a Temporary Residence (Unincorporated Lee County and ETJ areas of Sanford and Broadway)

Accommodations and Group Living
Family Care Homes (See NCGS 168-21) (See Section 5.12)
Industrial & Manufacturing Uses
Landfills, LCID (2 acres or less in size) (See Section 5.19)
Art, Recreation & Entertainment
Stable, Accessory to Dwelling
Education, Public, Administration, Health Care, and Institutional
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 that apply to the specific use and those requirements that may reasonably be imposed by the respective board as per the Unified Development Ordinance.

Accommodations and Group Living
Dormitories for the students of colleges, commercial schools, staff of hospitals
Nursing, Supervision, Adult Care Homes, Group Care Facilities, and other rehabilitative services
Arts, Recreation & Entertainment
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
Education, Public Administration, Health Care, and Institutional
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
Transportation, Communication, and Utilities
Sewage treatment and water treatment plants
Agriculture
Crop Production and Support Services, (Sanford and Broadway)

**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).

<u>Industrial & Manufacturing Uses</u>
Landfills, C&D or LCID (greater than 2 acres in size) (See Section 5.20)
Mining and Quarries (See Section 5.23)
<u>Education, Public Administration, Health Care, and Institutional</u>
Cemeteries, public and private (does not include individual family plots) (See Section 5.6)
Day Care Facility, Child Care Center (See Section 5.10)
Day Care Facility, Adult (See Section 5.38)
<u>Transportation, Communication, and Utilities</u>
Solar Collectors, Commercial (See Section 5.39)
Telecommunication towers (See Section 5.33)

O&I, OFFICE & INSTITUTIONAL ZONING DISTRICT

Please Note: 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).

<u>Accessory Uses</u>
Accessory uses (See Section 5.1)
<u>Accommodations and Group Living</u>
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
Child and Youth Services
Nursing, Supervision, Adult Care Homes, Group Care Facilities, and other rehabilitative services
<u>General Sales or Service</u>
Administrative Services, Travel Arrangement and Reservation Services, Investigation and Security Services (locksmiths)
Antique Shops
Electronic equipment (small), sales and service
Finance and Insurance Services (Bank, Credit and Finance, Insurance-related)
Florist
Mail order or direct selling establishments/Electronic Shopping and Mail-Order Houses
Medical equipment sales, rental or leasing
Office building (general)
Personal Services (e.g., nail salons, barbers, shoe repair, and similar establishments not otherwise listed)
Pharmacy or Drugstore, without 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, no drive-in or drive-through facilities
Services to buildings and dwellings (Extermination, Janitorial, Landscaping, Carpet and Upholstery cleaning, Packing and crating, etc.), no outside storage

<u>Industrial & Manufacturing Use</u>
Contractors' offices/shop without outdoor storage areas
<u>Arts, Recreation, & Entertainment</u>
Aquarium or Planetarium
Amphitheater
Art galleries
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
Museums and art galleries
Parks, playgrounds, and athletic fields operated on a noncommercial basis
<u>Education, Public Administration, Health Care, and Institutional</u>
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
<u>Transportation, Communication, and Utilities</u>
Parking lots, parking structures or underground parking areas (commercial or governmental)
Radio and TV stations and studios (excluding transmission tower)
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)
<u>Agriculture</u>
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).

<u>Residential Uses</u>
Home Occupations (See Section 5.16)
<u>Accommodations and Group Living</u>
Bed and breakfast inn (See Section 5.4)
Hotel, Motel, and tourist court (See Section 5.17)
<u>Industrial & Manufacturing Uses</u>
Landfills, LCID, 2 acres or less in size (See Section 5.19)
<u>Education, Public Administration, Health Care, and Institutional</u>
Cemeteries, public and private (does not include individual family plots) (See Section 5.6)
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 that apply to the specific use and those requirements that may reasonably be imposed by the respective board as per the Unified Development Ordinance.

<u>Residential Uses</u>
Dwelling, Duplex (two-family dwelling)
Dwelling, Modular home
Dwelling, Single-family detached
<u>Accommodations & Group Living</u>
Group Home/Residential Care Facility, Level III
Group Home/Residential Care Facility, Level IV
<u>Art, Recreation & Entertainment</u>
Sports stadiums or arenas
<u>Transportation, Communication, and Utilities</u>
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).

Residential Uses
Dwelling, Multifamily (three or more units) (See Section 10.3)
Dwelling, Single-family attached (See Section 10.3)
Industrial & Manufacturing Uses
Landfills, C&D or LCID (greater than 2 acres in size) (See Section 5.20)
Mining & Quarries (Unincorporated Lee County and City of Sanford Only) (See Section 5.23)
Transportation, Communication, and Utilities
Solar Collectors, Commercial (See Section 5.39)
Telecommunication towers (See Section 5.33)

ADJOINING PROPERTY OWNERS LIST

PETITION BY: Rachel Cotter of The John R. McAdams Company, Inc. (McAdams)
 REQUEST: Rezone 18.09 from R-20 to O&I-C
 LOCATION: 2919 Beechtree Drive, Sanford, NC 27330
 PINS: 9644-43-0899-00 (portion of a 20.1 acre tract of land)

No.	PIN	PROP ADDR	OWNER 1	OWNER2	M #	MAIL ST	MAILCITY	ST	ZIP
01	9644-54-3186-00	2521 HAWKINS AVENUE	NORTHVIEW CROSSING LLC	-	127	W. HARGETT STREET	RALEIGH	NC	27601
02	9644-53-6465-00	1378 CHARLESTON DRIVE	EAST SANFORD BAPTIST CHURCH	-	300	NORTH AVENUE	SANFORD	NC	27330
03	9644-53-0423-00	1602 CHARLESTON DRIVE	STONE, NANCY COOKE	-	701	COVE HARBOUR	NEW BERN	NC	28560
04	9644-33-2238-00	(V) BEECHTREE DRIVE	COWAN, REBECCA A	COWAN, E MICHAEL	3307	CREEKRIDGE DRIVE	GREENSBORO	NC	27406
05	9644-33-4041-00	(V) BEECHTREE DRIVE	BALDWIN, MARGARET K	BALDWIN, J RANDY	2990	ROSSER ROAD	BEAR CREEK	NC	27207
06	9644-44-6471-00	2931 BEECHTREE DRIVE	GARNER, THOMAS D	GARNER, KELLY C	2931	BEECHTREE DRIVE	SANFORD	NC	27330
07	9644-44-7568-00	(V) BEECHTREE DRIVE	CAMPBELL, RONALD D	CAMPBELL, DARIA L	55	COTTON ROAD	SANFORD	NC	27330
08	9644-44-7795-00	(V) COTTON ROAD	CAMPBELL, RONALD D	CAMPBELL, DARIA L	55	COTTON ROAD	SANFORD	NC	27330
09	9644-44-6657-00	55 COTTEN ROAD	CAMPBELL, RONALD D	CAMPBELL, DARIA L	55	COTTON ROAD	SANFORD	NC	27330
10	9644-44-5600-00	85 COTTEN ROAD	MCNICKLE, BRADFORD K	-	85	COTTON ROAD	SANFORD	NC	27330
11	9644-44-2537-00	135 COTTEN ROAD	COTTEN, STEVE	COTTEN, EMMA	135	COTTON ROAD	SANFORD	NC	27330
12	9644-34-9646-00	195 COTTEN ROAD	GILMORE, ROBERT M	GILMORE, ANNE M	195	COTTON ROAD	SANFORD	NC	27330
13	9644-34-7767-00	229 COTTEN ROAD	MANGUM, ROBERT D	MANGUM, REGINA C	229	COTTON ROAD	SANFORD	NC	27330
14	9644-34-6825-00	(V) COTTON ROAD	CAMPBELL, RONALD DAIVD	-	55	COTTON ROAD	SANFORD	NC	27330
15	9644-34-5640-00	289 COTTEN ROAD	CAMPBELL, RONALD D	CAMPBELL, DARIA L	55	COTTON ROAD	SANFORD	NC	27330
16	9644-34-3197-00	(V) THOMAS WILLIAMS ROAD	HOLT, JAMES S	HOLT, ALICE	712	W J STREET	ERWIN	NC	28339
17	9644-33-0567-00	625 THOMAS WILLIAMS ROAD	TATUM, JAMES S	TATUM, KAREN S	625	THOMAS WILLIAMS ROAD	SANFORD	NC	27330
	APPLICANT:	RACHEL COTTER OF THE JOHN R. MCADAMS COMPANY			2905	MERIDIAN PARKWAY	DURHAM	NC	27713
	PROPERTY OWNER:	MARY A. KNIPPLE	-	-	2919	BEECHTREE DRIVE	SANFORD	NC	27330

(V) = Vacant

December 9, 2016

Dear Adjacent Property Owner:

The Unified Development 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, December 20, 2016, in the Council Chambers of the Sanford Municipal Center, 225 East Weatherspoon Street, Sanford, N.C. The Boards will consider one (1) application to amend the Official Zoning Map of Sanford, NC. The hearing will begin at 7:00 p.m. or as soon thereafter as deemed practical by the City Council. The rezoning application is described below:

1. Application by Rachel Cotter of The John R. McAdams Company, Inc. (McAdams) to rezone 18.09 ± acres of land with frontage on Beechtree Drive (SR 1444) from the current zoning of Residential Single-family (R-20) to Office & Institutional Conditional Zoning District (O&I-C). The subject property is a portion of a 20.1 ± acre tract of land addressed as 2919 Beechtree Drive, which is illustrated as Tract 1 on a survey map recorded in Plat Cabinet 2007 Slide 114 of the Lee County Register of Deeds Office and is depicted on Lee County Tax Map 9644.03 as (a portion of) Tax Parcel 9644-43-0899-00 Lee County Land Records. The subject property is located within the City of Sanford's Extraterritorial jurisdiction or ETJ.

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: Map

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Notice is hereby given that the City Council and Planning Board for the City of Sanford will hold a joint public hearing on Tuesday, December 20, 2016, in the Council Chambers of the Sanford Municipal Center, 225 East Weatherspoon Street, Sanford, N.C. The Boards will consider one (1) application to amend the Official Zoning Map of Sanford, NC. The hearing will begin at 7:00 p.m. or as soon thereafter as deemed practical by the City Council. The rezoning application is described below:

1. Application by Rachel Cotter of The John R. McAdams Company, Inc. (McAdams) to rezone 18.09 ± acres of land with frontage on Beechtree Drive (SR 1444) from the current zoning of Residential Single-family (R-20) to Office & Institutional Conditional Zoning District (O&I-C). The subject property is a portion of a 20.1 ± acre tract of land addressed as 2919 Beechtree Drive, which is illustrated as Tract 1 on a survey map recorded in Plat Cabinet 2007 Slide 114 of the Lee County Register of Deeds Office and is depicted on Lee County Tax Map 9644.03 as (a portion of) Tax Parcel 9644-43-0899-00 Lee County Land Records. The subject property is located within the City of Sanford's Extraterritorial jurisdiction or ETJ.

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.

By Bonnie Davis, City Clerk

CHIEF OF POLICE
R. V. YARBOROUGH



TEL. 775-8268

POLICE DEPARTMENT

To: Hal Hegwer, City Manager

From: Vincent Frazer, Detective Sergeant
Investigative Division

Date: December 13, 2016

Re: 2017 Taxicab Operator's License Renewal

Four taxicab companies have submitted applications for renewal of their operator's license for the upcoming year, pursuant to Sanford City Ordinance § 10-366. Three of the companies, Service Cab, American Yellow Cab and Pronto Taxi, are all owned and operated by Lois Fleming of Fleming Transportation Inc. The business is located at 307 South Gulf Street. The fourth company, DAY Taxi Service, is owned and operated by Juana Maria Guillen and the business is located at 1503 Woodland Ave.

Service Cab has requested to operate five taxicabs. There is currently only one in use and was available for inspection. This vehicle has passed inspection pursuant to City Ordinance § 10-451. The vehicle colors are white with black lettering.

American Yellow Cab has requested to operate two taxicabs. Currently no vehicles are in operation at this time. The vehicle colors are yellow with black lettering.

Pronto Taxi has requested to operate three taxicabs. Currently one taxicab is operational and has passed inspection pursuant to City Ordinance § 10-451. The vehicle color is blue with black lettering.

DAY Taxi Service has requested to operate one vehicle. The vehicle has passed inspection pursuant to City Ordinance § 10-451 and the color of the vehicle is blue with white lettering.

A criminal background check has been completed on both owners, which complies with State and Federal law. No violations of law have been found that would prevent the listed owners from each being issued a license to operate a taxicab company within the city limits.

Following are a list of companies and their current vehicles in use.

Service Cab Vehicles:

Taxi #05 2006 Ford Fusion
VIN Number: 3FAHP07166R237426
North Carolina Registration: ZH-5639

American Yellow Cab Vehicles:

NONE

Pronto Vehicle:

Taxi #401 1995 Ford Aerostar
VIN Number: 1FMDA31XOSZA42819
North Carolina Registration: ZJ-1629

D.A.Y. Vehicle:

Taxi # 202 2008 Honda Odyssey
VIN Number: 5FNRL38798B107272
North Carolina Registration: TA-9882



Vincent Frazer, Detective Sergeant
Sanford Police Department

**CERTIFICATE OF SUFFICIENCY FOR
VOLUNTARY ANNEXATION**

To the City Council of the City of Sanford of Lee County, North Carolina

I, Bonnie Davis, City of Sanford Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Sanford of Lee County, North Carolina, this 20th day of December, 2016.

(SEAL)

Bonnie Davis, City of Sanford Clerk

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON
QUESTION OF ANNEXATION PURSUANT TO G. S. 160A-31**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City of Sanford Clerk as to the sufficiency of the petition has been made;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sanford of Lee County, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held in the Council Chambers at the City of Sanford Municipal Building 225 East Weatherspoon Drive at 7:00 pm on January 3, 2017.

Section 2. The area proposed for annexation is described as follows:

Being a 18.11 Acre Parcel located in the West Sanford Township, Lee County, North Carolina and more particularly described as:

BEGINNING at a point; thence South 11 degs. 09 mins. 50 secs. West a distance of 342.54 feet to a point; thence South 16 degs. 35 mins. 13 secs. West a distance of 469.15 feet to a point; thence South 08 degs. 01 mins. 50 secs. West a distance of 106.77 feet to a point; thence North 73 degs. 36 mins. 37 secs. West a distance of 956.66 feet to a point; thence North 27 degs. 51 min.. 03 secs. West a distance of 119.40 feet to a point; thence North 89 degs. 52 mins. 40 secs. West a distance of 127.66 feet to a point; thence North 13 degs. 37 mins. 20 secs. East a distance of 72.87 feet to a point; thence North 34 degs. 09 mins. 20 secs. East a distance of 192.95 feet to a point; thence North 53 degs. 19 mins. 20 secs. East a distance of 158.03 feet to a point; thence North 37 degs. 15 mins. 20 secs. East a distance of 89.17 feet to a point; thence North 32 degs. 16 mins. 06 secs. East a distance of 99.37 feet to a point; thence North 42 degs. 44 mins. 47 secs. East a distance of 83.50 feet to a point; thence South 59 degs. 15 mins. 13 secs. East a distance of 102.00 feet to a point; thence North 88 degs. 14 mins. 02 secs. East a distance of 39.69 feet to a point; thence North 88 degs. 15 mins. 08 secs. East a distance of 80.85 feet to a point; thence North 88 degs. 08 mins. 20 secs. East a distance of 238.87 feet to a point; thence North 88 degs. 04 mins. 05 secs. East a distance of 128.99 feet to a point; thence North 88 degs. 06 mins. 27 secs. East a distance of 91.60 feet to a point; thence North 88 degs. 05 mins. 44 secs. East a distance of 233.22 feet to a point; which is the point of beginning, having an area of 788.866 square feet, 18.11 acres.

Section 3. Notice of the public hearing shall be published in The Sanford Herald, a newspaper having a general circulation in the City of Sanford at least ten (10) days prior to the date of the public hearing.

Adopted this 20th day of December, 2016.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION

The public will take notice that the City Council of the City of Sanford, North Carolina has called a public hearing at 7:00 pm on January 3, 2017, at Council Chambers City of Sanford Municipal Building 225 East Weatherspoon Drive on the question of annexing the following described territory, requested by petition filed pursuant to G.S. 160A-31:

Mary A. Knipple of Sanford, North Carolina

Being a 18.11 Acre Parcel located in the West Sanford Township, Lee County, North Carolina and more particularly described as:

BEGINNING at a point; thence South 11 degs. 09 mins. 50 secs. West a distance of 342.54 feet to a point; thence South 16 degs. 35 mins. 13 secs. West a distance of 469.15 feet to a point; thence South 08 degs. 01 mins. 50 secs. West a distance of 106.77 feet to a point; thence North 73 degs. 36 mins. 37 secs. West a distance of 956.66 feet to a point; thence North 27 degs. 51 mins. 03 secs. West a distance of 119.40 feet to a point; thence North 89 degs. 52 mins. 40 secs. West a distance of 127.66 feet to a point; thence North 13 degs. 37 mins. 20 secs. East a distance of 72.87 feet to a point; thence North 34 degs. 09 mins. 20 secs. East a distance of 192.95 feet to a point; thence North 53 degs. 19 mins. 20 secs. East a distance of 158.03 feet to a point; thence North 37 degs. 15 mins. 20 secs. East a distance of 89.17 feet to a point; thence North 32 degs. 16 mins. 06 secs. East a distance of 99.37 feet to a point; thence North 42 degs. 44 mins. 47 secs. East a distance of 83.50 feet to a point; thence South 59 degs. 15 mins. 13 secs. East a distance of 102.00 feet to a point; thence North 88 degs. 14 mins. 02 secs. East a distance of 39.69 feet to a point; thence North 88 degs. 15 mins. 08 secs. East a distance of 80.85 feet to a point; thence North 88 degs. 08 mins. 20 secs. East a distance of 238.87 feet to a point; thence North 88 degs. 04 mins. 05 secs. East a distance of 128.99 feet to a point; thence North 88 degs. 06 mins. 27 secs. East a distance of 91.60 feet to a point; thence North 88 degs. 05 mins. 44 secs. East a distance of 233.22 feet to a point; which is the point of beginning, having an area of 788.866 square feet, 18.11 acres.

Bonnie Davis, City Clerk

**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**

	REVENUES		EXPENDITURES	
100045 30335	Miscellaneous	3,500	10014250 00000 Human Resources	3,500
	Total Appropriation	<u>\$ 3,500</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 December, 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**

Miscellaneous	3,500	To budget refund from Central Electric Membership for FY 96-97
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Expenditures

Human Resources	3,500	To appropriate funds to purchase identification badges for city employees
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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

**UTILITY FUND
APPROPRIATION OF FUNDS**

	REVENUES		EXPENDITURES	
300945 54000	Retained Earnings	175,000	30096650 00000 Contribution - Airport Authority	175,000
	Total Appropriation	<u>\$ 175,000</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 December, 2016.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

Susan C. Patterson, City Attorney

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

Retained Earnings	175,000	To appropriate retained earnings for item described below
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Expenditures

Contribution - Airport Authority	175,000	To pay the city's portion of the local match required for a grant to install water lines at the airport.
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DOWNTOWN SANFORD

December 5, 2016

Jennifer St. Clair
Downtown Sanford, Inc. (DSI)
115 Chatham St.
Sanford, North Carolina 27330
919-718-4659

City of Sanford
Mr. Hal Hegwer
225 E. Weatherspoon St.
Sanford, NC 27330

Dear Mr. Hegwer:

This letter is to request a change to the handicap parking spaces in front of Triple J Publishing at 115 Wicker St. As it is currently laid out, the property at 115 Wicker St has essentially lost three parking spaces: two handicap spaces and the access aisle.

At the request of the property owner most directly impacted by this current layout, we ask to have the space (space W124) indicated on the attached map be changed to a regular parking space.

Your attention to this matter is greatly appreciated.

Best regards,

Jennifer St. Clair
Executive Director

HANDICAP PARKING



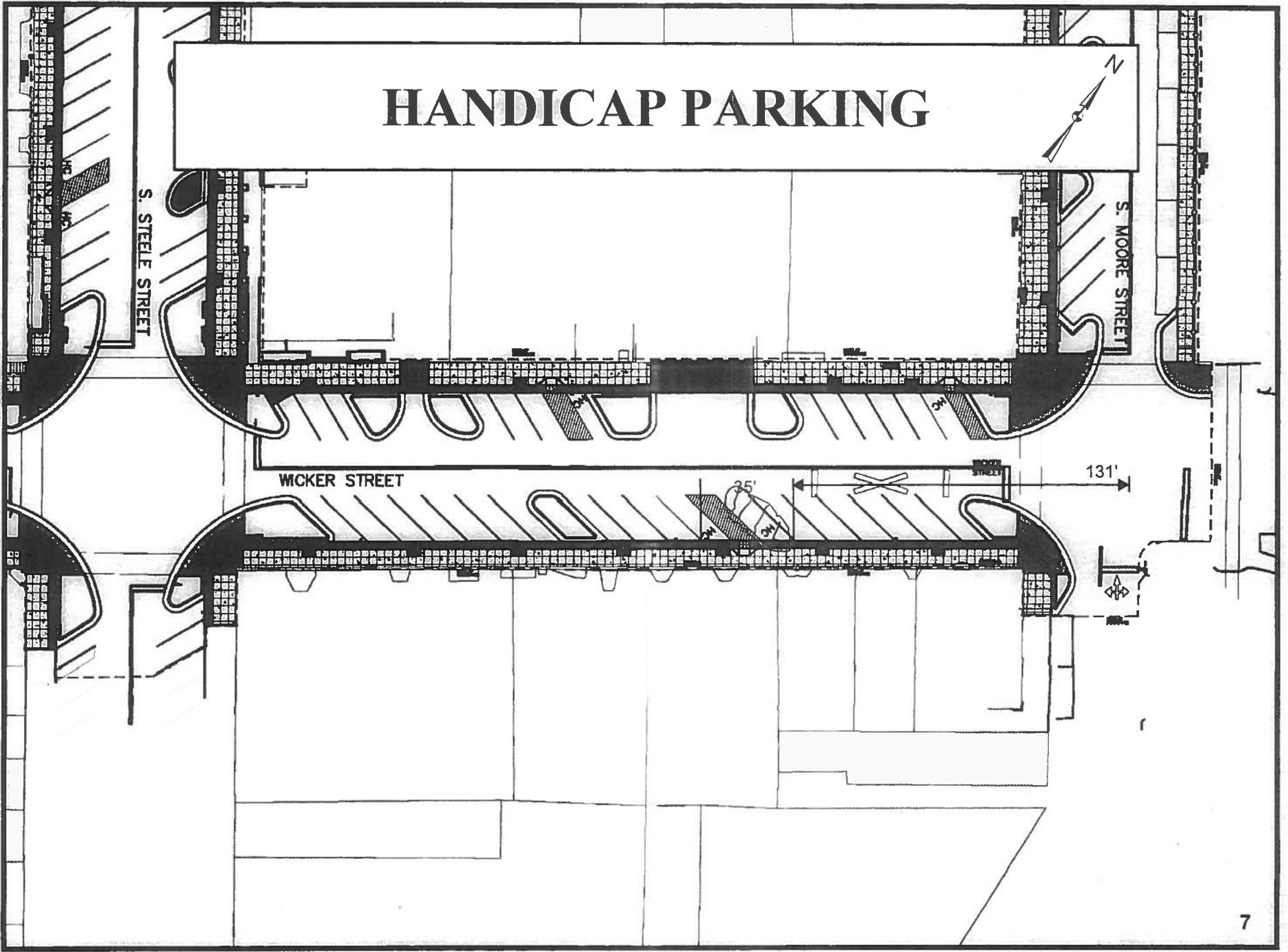
S. STEELE STREET

S. MOORE STREET

WICKER STREET

131'

25'



**REPEAL OF ORDINANCE 2016-63
AN ORDINANCE RESERVING PARKING SPACES
ON THE SOUTH SIDE OF THE 100 BLOCK OF WICKER STREET
FOR DISABLED PERSONS**

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, the reserved parking spaces established by Ordinance 2016-63 are repealed and revert back to non-reserved parking spaces;

SECTION 2: The Director of Public works is directed to remove such signs, markers and other notices which restrict parking and to erect such signs, markings or other notices to advise the public of any limitations on usage of said parking spaces.

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 20th day of December, 2016.

T. CHET MANN, MAYOR

ATTEST:

BONNIE DAVIS, CITY CLERK

SUSAN C. PATTERSON, CITY ATTORNEY

REPEAL OF HANDICAP PARKING



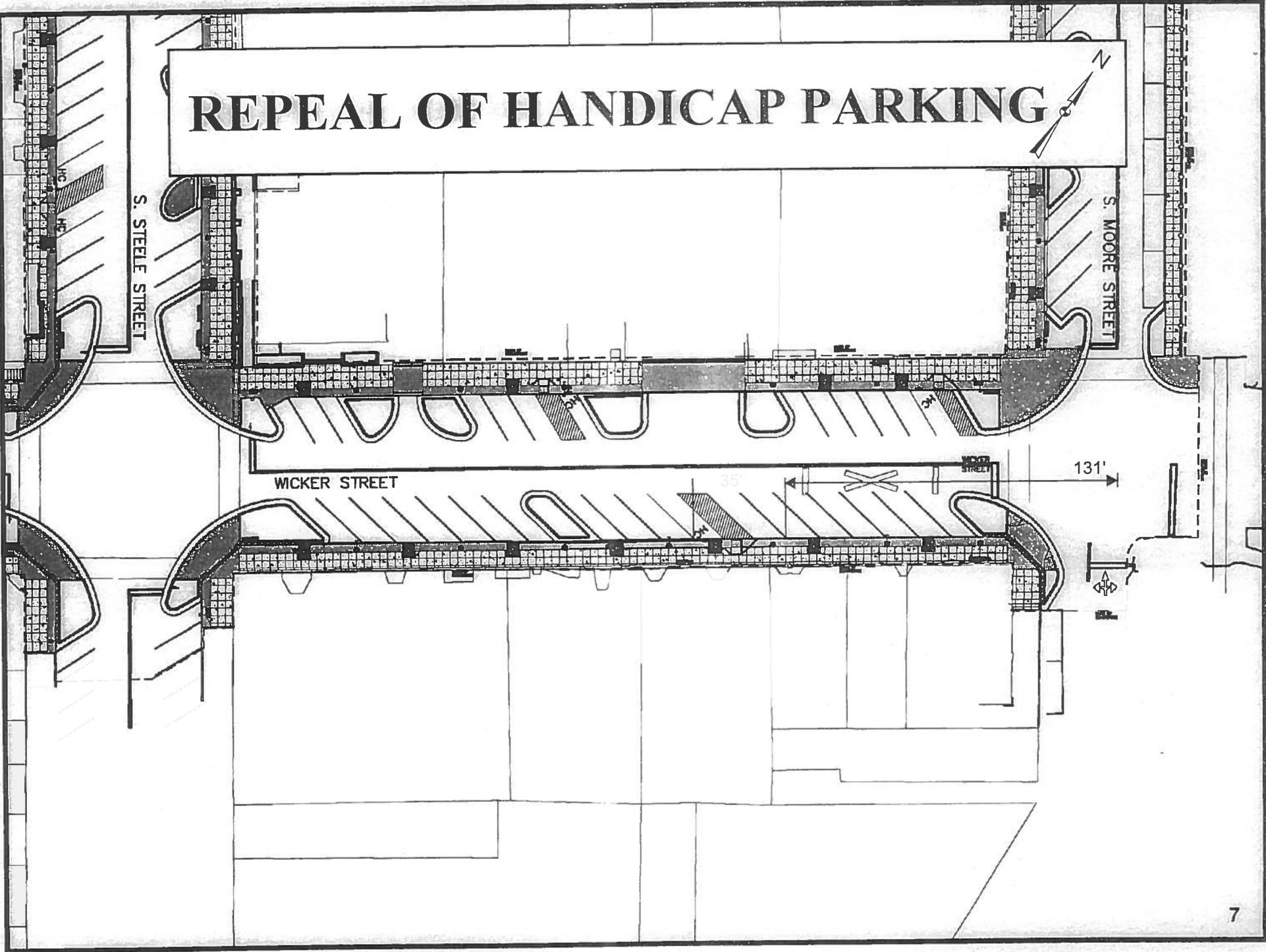
S. STEELE STREET

S. MOORE STREET

WICKER STREET

131'

35'



**AN ORDINANCE RESERVING PARKING SPACES
ON THE SOUTH SIDE OF THE 100 BLOCK OF WICKER STREET
FOR DISABLED PERSONS**

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, it shall be lawful for motor vehicles operated or transporting disabled persons to park in the parking spaces on the south side of Wicker Street starting at a point 142 feet 6 inches west of the centerline of Moore Street extending 23 feet 6 inches west projected perpendicular to a point on the curb line;

SECTION 2: A disabled person shall be defined as any person who has lost the use of one or both legs, or is so severely disabled as to be unable to walk without the aid of a mechanical device, and who is operating or being transported in a motor vehicle displaying a distinguishing license plate or placard issued by the North Carolina Department of Motor Vehicles to disabled persons, as authorized in G.S. 20-27.6.

SECTION 3: The Director of Public works is directed to erect such signs, markers and other notices as necessary to advise the public of the affecting parking area and usage constraints in accordance with Section 1 hereof.

SECTION 4: This ordinance shall become effective from and after the erection of the signs, markers and notices above mentioned.

SECTION 5: All laws and ordinances in conflict with this ordinance are hereby repealed.

ADOPTED this 20th day of December, 2016.

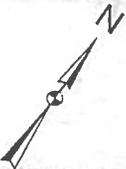
T. CHET MANN, MAYOR

ATTEST:

BONNIE DAVIS, CITY CLERK

SUSAN C. PATTERSON, CITY ATTORNEY

HANDICAP PARKING



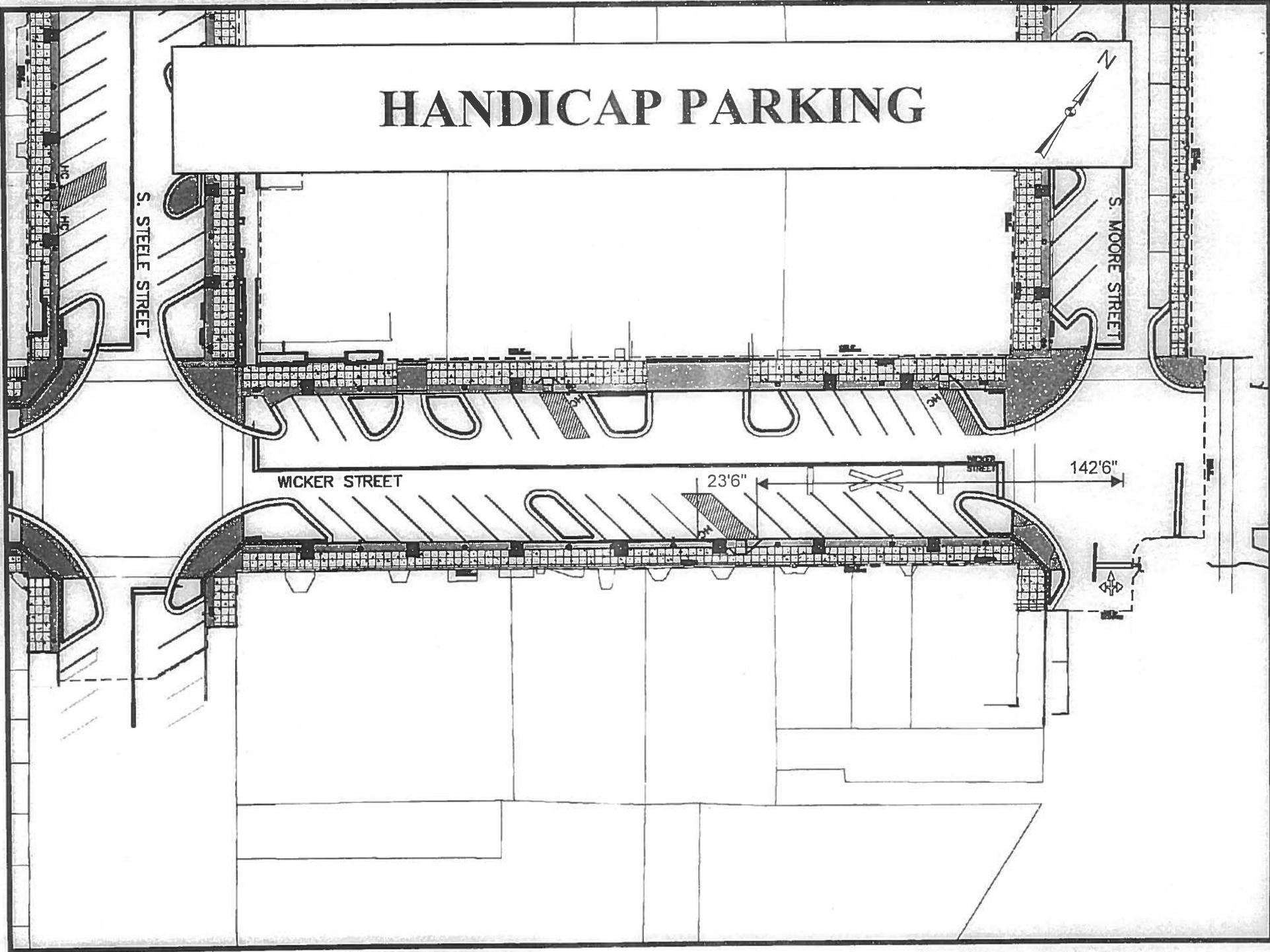
S. STEELE STREET

S. MOORE STREET

WICKER STREET

23'6"

142'6"



STATE OF NORTH CAROLINA

DEVELOPMENT AGREEMENT
FOR WICKER AND TRIASSIC, LLC

COUNTY OF LEE

This Development Agreement (Agreement) made this ___ day of 20__ by and between the City of Sanford, a North Carolina Municipal Corporation (City) and Triassic, LLC, a North Carolina Limited Liability Company; and Hobert D. Wicker and Sandra P. Wicker, Trustees, or successor Trustees, under the Hobert D. Wicker and Sandra P. Wicker Joint Revocable Trust, dated the 15th day of December 2005; and Jimmie Lee Thomas, widower, (hereinafter jointly referred to as the Owner, unless otherwise named individually in the Agreement) their successors and assigns.

WITNESSETH:

WHEREAS, Owner has assembled certain tracts of real estate (property) consisting of 450 +/- acres, which were annexed into the City of Sanford on ____, 20__, for the purpose of development of a Class A Commercial/Industrial/Manufacturing Enterprise Park or other economic development activity to aid in the economic development of the City of Sanford (Project); and

WHEREAS, said property, consisting of multiple parcels, is located on U.S. Highway 1, and north of Colon Road, as more particularly described in Exhibit A; and

WHEREAS, the Owner intends to promote and market the property for the development of an industrial/manufacturing site to facilitate the location of business and industry or other economic development activity within the City of Sanford; and

WHEREAS, the Owner believes that the development of such industrial/manufacturing site or other economic development activity can serve as an economic engine that will ultimately provide a competitive economic development product into the market place, enabling our community to compete for top commercial, industrial, manufacturing, office, and distribution projects, for the benefit of the City of Sanford; and

WHEREAS, the Owner has made a substantial investment in acquiring the property and in obtaining site certification from the State of North Carolina Economic Development Program and will engage in activity to promote and market the site for industrial/manufacturing or other economic development activity, including but not limited to, cooperating with Central Carolina Enterprise Park, LLC (CCEP) and the City, with the primary intent to attract new jobs, retain existing jobs, and increase tax base to the City for economic development purposes; and

WHEREAS, on _____, 20__, the property was zoned by the City as Triassic Conditional Zoning District and is subject to the development requirements under the Conditional Zoning and the Sanford Unified Development Ordinance (UDO) for certain permitted uses described in Phase I and Phase II of Exhibit B, attached hereto and incorporated into this Agreement by reference; and the Owner seeks assurances in this Agreement from the City that the City will invest in the project by providing certain infrastructure improvements as stated herein and that the development standards, ordinances, policies and procedures applicable to the property remain stable through the extended period of the development; and

WHEREAS, the City acknowledges that such a facility will bring direct and indirect benefits to the City, including job creation, increase in ad valorem tax base, economic diversification, and stimulus, and is therefore willing to provide public sewer to the site; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to North Carolina General Statutes 160A-16, 160A- 400.20 *et seq* and may carry out the public purpose set forth herein pursuant to NCGS 160A-20.1 and the Sanford City Council has determined that it is in the best interest of the City to do so.

NOW, THEREFORE, in consideration of the commitments contained in this Agreement, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner, intending to be legally bound, do hereby agree as follows:

Article 1:

Section 1. Definitions:

- A. CCEP: CCEP shall mean Central Carolina Enterprise Park, LLC, a North Carolina limited liability corporation with Kirk Bradley as the manager.
- B. City: City shall mean the City of Sanford.
- C. City Council: City Council shall mean the governing body of the City of Sanford.
- D. Developer: Developer shall mean any person or corporation that seeks to make improvements to the property. This may or may not include an Owner.
- E. Owner: shall mean Triassic, LLC, Hobert D. Wicker and wife, Sandra P. Wicker, Trustees and Jimmie Lee Thomas, widower, their successors and assigns.
- F. UDO: UDO shall mean the Unified Development Ordinance for Lee County, City of Sanford and Town of Broadway, containing the land use ordinance applicable to development.
- G. Property is Sold: shall mean when Owner, as Seller, completes conveying, assigning and transferring all their right, title and interest in and to all the property or a portion of the property to a Buyer for valuable consideration.
- H. "Development" – Shall include all (or a portion) of the subject property that contains a building or structure for the purposes of conducting operations and/or functions of an allowable land use(s) as set forth in Article 2 (C) of this document. This definition shall also include all land area set aside for improvements or activities associated with the allowed land use including but not limited to vehicular parking areas and access ways, storage areas, accessory structures and equipment fencing/screening/vegetative buffers or berms, drainage/environmental mitigation improvement areas, and green space/campus lawn areas. This may also include a portion on undisturbed land (up to a maximum of 10% of the total land area in the development) that is set aside for the purposes of environmental protection or future expansion area.

Article 2:

- A. **Legal Description; Property Owners:** A map and the legal description of the property and the names of its legal and equitable property owners are contained in Exhibit A. The City and Owner acknowledge and agree that the size of the property exceeds 25 acres of developable property (exclusive of wetlands, mandatory buffers, unbuildable sites, and other portions of the property which are precluded from Development as of the date herein).

- B. Duration:** Unless sooner terminated as provided herein, the duration of this Agreement shall be for ten (10) years (initial term). After the initial ten (10) year term, the parties may extend the duration period for one additional ten (10) year term, by mutual agreement. If there is a change in local jurisdiction of the subject property, this agreement shall remain in full force and effect for its remaining duration.
- C. Permitted Uses of Property:** On _____ 20____, the City zoned the property Triassic Conditional Zoning District and it is subject to the development requirements under the UDO and the Conditional Zoning for permitted uses described in Phase I and Phase II of Exhibit B, attached hereto and incorporated into this Agreement by reference. As of the date of execution of this Agreement, the property shall be subject to the Phase I permitted uses described in Exhibit B, during which time Owner shall engage in activities to promote and market the property for a large industrial/manufacturing user or users and will cooperate with CCEP in promoting and marketing the property as part of Central Carolina Enterprise Park. In the event none or not all of the property is sold by Owner as of 12:01 a.m. on January 1, 2020, the property shall thereafter be automatically subject to the additional Phase II permitted uses described in Exhibit B.
- D. Infrastructure: Easement, Reimbursement, Option to Purchase by City -** The parties acknowledge and agree to the following for promoting and marketing the property as a site to attract an industrial /manufacturing facility or for other economic development activities and to incentivize the parties to promote and market the property for such purposes:
- 1. Infrastructure; Estimated Cost:** The City shall, within twelve (12) months from the date of this agreement, or a reasonable time thereafter, acknowledging that weather, labor or other reasonable delays, may be inevitable, such reasonable delays being no more than 180 days later, construct and install at its sole expense a fully operational sewer line to the property. The estimated cost of installing the sewer line is \$1 million dollars.
 - 2. Easements:** Owner shall grant to the City, at no cost, any and all easements for sewer installation to and through the property.
 - 3. Reimbursement:** The following determines whether or not Owner, jointly or individually, shall reimburse the City for the cost of installing the sewer line:
 - (a) Phase I.** In the event Owner, or their successor in interest, if any, has developed at least 40% of the property (144 acres) for a Phase I Primary permitted use or a Phase I Primary permitted uses, within ten (10) years from the execution of this Agreement, Owner, or their successor in interest, if any, shall not reimburse the City for any cost of installing the sewer to the property. For the purposes of this agreement, compliance with the term "developed" shall require acquisition of an active and valid Building Permit for the duration of the construction of the development. Release from the requirements of reimbursement shall be granted upon issuance of a final Certificate of Occupancy (C.O.) if it its determined by all parties that the 40% developed requirement has been met. For a phased development (i.e. one having multiple building permits over a multi-year timeline), the

developer shall submit a phasing plan to the City to indicate the proportionate share of the land that will developed in each phase. The issuance of the final C.O. for each phase will reduce the proportionate share until such time that the full 40% developed threshold is met. It is further expressly understood and agree that at such time as Triassic, LLC completes, conveying, assigning and transferring all its right, title and interest in at least 40% (144 acres) of the property to a Buyer or Buyers for a Phase I Primary permitted use or Primary permitted uses for valuable consideration that Triassic, LLC shall be fully released and shall have no obligation of any kind to reimburse the City for any cost of installing the sewer to the property.

(b) Phase II. In the event Owner, or their successor in interest, if any, has not developed at least 40% of the property (144 acres) as contemplated in D.1.(a) above, and in the event any of the property is sold for a Phase II permitted use or Phase II permitted uses, within ten (10) years from the execution of this Agreement, Owner shall reimburse the City for the total cost of installing the sewer when the property is sold in proportion to the proceeds received by such Owner, individually, to the total purchase price of the property sold for such Phase II permitted use or Phase II permitted uses.

For example, assume that less than 40% of the property was sold for a Phase I permitted use or Phase I permitted uses within 10 years of the execution of the Agreement, but was sold for Phase II uses. Assume also that Owner, individually, Triassic, LLC, received 40% of the purchase price of the property sold for a Phase II use, Owner, Hobert D. Wicker and Sandra P. Wicker, Trustees, received 30% of the purchase price of the property sold for a Phase II use and Owner, individually, Jimmie Lee Thomas received 30% of the purchase price of the property sold for a Phase II permitted use or Phase II permitted uses within ten (10) years from the date of the execution of this Agreement by the parties. When the property is sold, Owner, individually, Triassic, LLC, shall reimburse the City for 40% of \$1 million, Owner, Hobert D. Wicker and Sandra P. Wicker, Trustees, shall reimburse the City 30% of \$1 million and Owner, individually, Jimmie Lee Thomas shall reimburse the City 30% of \$1 million, or \$400,000.00, \$300,000.00 and \$300,000.00, respectively, for the cost of installing the sewer line.

For another example, making the same assumptions, Owner, individually, Triassic, LLC, received 50% of the purchase price of the property sold, Owner, Hobert D. Wicker and Sandra P. Wicker, Trustees, received 0% of the purchase price of the property sold, and Owner, individually, Jimmie Lee Thomas received 50% of the purchase price of the property sold for a Phase II permitted use or Phase II permitted uses within ten (10) years from the date of the execution of this Agreement by the parties. When the property is sold, Owner, individually, Triassic, LLC, shall reimburse the City 50% of \$1 million, Owner, Hobert D. Wicker and Sandra P. Wicker, Trustees, shall reimburse the City for 0% of \$1 million and Owner, individually, Jimmie Lee Thomas shall reimburse the City for 50% of \$1 million, or \$500,000.00, \$0, and \$500,000.00, respectively, for the cost of installing the sewer line.

(c) Option to Purchase Granted to City. In the event less than 40% of the property has been developed for a Phase I Primary permitted use or a Phase I Primary permitted uses, and in the event none of the property was sold for a Phase II permitted use or a Phase II permitted uses, within nine (9) years and ten (10) months from the date of execution of this Agreement, Owner shall grant City a sixty (60) day option to purchase all of the unsold property for a purchase price amounting to the fair market value of the unsold property at the time the City elects to exercise this option, minus the cost of installing the sewer. The sixty (60) day option period granted to the City shall begin nine (9) years and ten (10) months from the date of the execution of this Agreement. City shall provide Owner with written notice of its intent to exercise such option as provided in paragraph 1 of this Agreement.

In the event that the parties to this Agreement cannot agree on the fair market value of the unsold property, fair market value shall be determined by each party selecting a licensed commercial real estate appraiser and the two selected appraisers shall select a third licensed commercial real estate appraiser, with each appraiser preparing a current fair market value appraisal and the three appraisals being averaged to derive the fair market value of the purchase price. The parties to this Agreement shall equally share the cost of the appraisals.

City shall have 180 days to close on the option to purchase the property from the date it gives notice that it is exercising this option. In the event the City fails to exercise the option to purchase the property within the sixty (60) day option period, or timely to close on the option to purchase the property as provided above, Owners shall not be liable to the City for reimbursement of installing the sewer on the property and this Agreement shall terminate. Notice by the City of its intent to exercise this option or timely to close on the option to purchase the property as provided above, shall be sent to the Owner as provided in paragraph I of this Agreement.

(d)Limit of Reimbursement. The total amount of reimbursement by Owner to City hereunder shall not exceed the estimated cost of \$1 million for the sewer installation, as provided in this paragraph D.

- E. Current land use:** Owners declare and City acknowledges that the land is currently under an ad-valorem tax deferral program, administered by the North Carolina Department of Revenue under NCGS 105-277.2 et. seq.
- F. Permitting:** City shall obtain any permits necessary for sewer installation to the site. Owner/Developer shall obtain any permits for all other development of the site. Owner agrees that as the site develops, Developer shall submit plans and seek approvals for any improvements upon the site in accordance with City's normal development process, including, but not limited to submission of improvement plans, specifications, preliminary and final plats, plats showing phases of development, technical review committee, building permits, etc. In addition, if the property is developed for residential uses, Developer shall submit a site specific development plan to City Council for approval as a modification to the Conditional Zoning.
- G. Compliance with Laws:** In performing the respective obligations under this Agreement, the City and Owner shall each comply with all federal, state, and municipal laws, ordinances, and

regulations. The parties understand and acknowledge that the Sanford Unified Development Ordinance, Subdivision Ordinance, and all other development standards, ordinances, policies and procedures applicable to land development and construction, on the date of adoption, apply unless amended by mutual action of the Parties, including official action of the Sanford City Council when required by law. It is the intent of the Parties to assure the Owner that the existing regulations will remain in place for the duration of this Agreement, but to also allow for amendments to accommodate flexibility and any later developed plans.

- H. Major Modification or Cancellation:** The parties hereto may modify or cancel the agreement at any time by mutual consent. Any modification to this Agreement shall be considered by the Sanford City Council upon the same notice and public hearing as is required for initial approval. Any modification is not enforceable against the City unless it is signed by the Mayor, or the City Manager or his designee and recorded in the Lee County Register of Deeds.
- I. Notice:** Any notice given pursuant to the Agreement shall be deemed given if, (a) such notice is in writing, and (b) such notice is sent by personal service or Certified United States Mail, return receipt requested and addressed to each of the following:

City of Sanford
Attn: City Manager
P.O. Box 3729
Sanford, N.C. 27331-3729
919 777 1110
Hal.hegwer@sanfordnc.net
Or successor

Owner
Triassic, LLC
ATTN: E. Stephen Stroud
5121 Kingdom Way, Suite 200
Raleigh, NC 27607
919 832 0594
And
ATTN: Dennis Wicker
GlenLake One, Suite 200
4140 Parklake Avenue
Raleigh, NC 27612
dennis.wicker@nelsonmullins.com

Either party hereto may change its address for the service of Notice hereunder by delivering written notice of said change to the other party hereunder, at least ten (10) days prior to the effective date of such change.

- J. Choice of Law and Forum:** This Agreement shall be governed, interpreted, and construed under the laws of the State of North Carolina without regard to conflicts of law principles. The parties agree that they will use good faith efforts to resolve any dispute or other matter concerning this Agreement, and if unresolved, agree that the North Carolina General Court of Justice in Lee County, N.C. shall be the exclusive forum and venue for all actions arising out of the Agreement. The parties agree that is Agreement may be enforced by specific performance.
- K. Assignment:** Owner shall be entitled to assign any of their right, title, interest, and duties under this Agreement to any third party as assignee, successor or related entity or individual. Any assignee or successor in interest or subsequent owner or developer shall comply with and be bound by the duties and terms of this Agreement, which Owner shall include on the transfer of any deed to all or to a portion of the property, and the subsequent owner shall become a party hereto. The burdens of the Agreement are binding upon and the benefits of the Agreement shall inure to, all successors in interest to the parties to the agreement. The ten (10) year

development/sale provision described in 3(a) and (b) begin with the execution of this agreement and such time limitation shall be applicable to any third party as assignee, successor, related entity or individual or subsequent purchaser.

- L. Iran Divestment Act:** In accordance with North Carolina General Law, Owner certifies that it is not now and has never been contained on the list compiled with the North Carolina Department of Revenue of companies with substantial investment in Iran.
- M. Authority:** Owner and City each represent to the other that they have the authority to enter into this Agreement and that entry into this Agreement will not violate any other agreement to which it is a party.
- N. Termination:** Unless extended as provided herein, this Agreement shall automatically terminate on the expiration of the initial term of this Agreement; or it may be terminated earlier by mutual consent of the parties upon a duly authorized resolution of the Owner, and an official action of the City Council concurring in the termination, effective thirty (30) days after recording of a notice of termination in the Lee County Register of Deeds office. Further, if Owner is in breach of any term of this Agreement it becomes insolvent or declares bankruptcy, or is found to have made a material misrepresentation, City, at its option may terminate this agreement unilaterally; may give notice of breach and an opportunity to cure and if not satisfactorily cured within a reasonable time, City may unilaterally terminate; or Owner may terminate this contract and reimburse City for the cost of the public infrastructure installed in the Project.
- O. Breach:** If either party fails to comply with any term of this Agreement, the failure of which is not waived in writing, or becomes insolvent or declares bankruptcy or is found to have made a material misrepresentation, it shall constitute breach and the other party shall be entitled to damages, including but not limited to, the value of the public infrastructure installed, and shall be recoverable in an action at law or in equity in the General Court of Justice. Each party shall also be entitled to have the other specifically perform each obligation provided for herein, including, but not limited to, the timely installation of sewer service. The right to have the obligations imposed by this Agreement specifically performed shall apply even if either party has other adequate remedies at law to enforce their respective rights under the Agreement.
- P. Severability:** If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions. The parties hereto agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with a provision of state or federal law, the Agreement shall be amended to the extent necessary to make it consistent with state or federal law, and balance of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

(SEAL)

City of Sanford

By _____
T. Chet Mann, Mayor

Attest:

Bonnie Davis, City Clerk

State of North Carolina
County of _____

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Bonnie Davis personally came before me this day and acknowledged that she is the City Clerk of the City of Sanford, N.C. and acknowledged, on behalf of the City, the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, the _____ day of _____
20____.

Notary Public

My Commission expires: _____

IN WITNESS WHEREOF, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

Owner: Triassic, LLC

By: _____

E. Stephen Stroud, Manager

State of North Carolina
County of _____

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that E. Stephen Stroud personally came before me this day and acknowledged that he is the Manager of Triassic, LLC and acknowledged, on behalf of Triassic, LLC, the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, the _____ day of _____
20____.

Notary Public

My Commission expires: _____

IN WITNESS WHEREOF, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

_____(SEAL)
Hobert D. Wicker, Trustee

_____(SEAL)
Sandra P. Wicker, Trustee

State of North Carolina
County of _____

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Hobert D. Wicker and Sandra P. Wicker, Trustees, under the Hobert D. Wicker and Sandra P. Wicker Joint Revocable Trust, dated the 15th day of December 2005, personally came before me this day and acknowledged, the execution of the foregoing instrument.

Witness my hand and official stamp or seal, the _____ day of _____
20____.

Notary Public

My Commission expires: _____

IN WITNESS WHEREOF, being duly authorized, the parties hereto set their hands and seals, and execute this Agreement, as of the date first above written.

_____(SEAL)
Jimmie Lee Thomas, widower

State of North Carolina
County of _____

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Jimmie Lee Thomas, widower, personally came before me this day and acknowledged, the execution of the foregoing instrument.

Witness my hand and official stamp or seal, the _____ day of _____
20____.

Notary Public

My Commission expires: _____

Exhibit A

Property description, map and owners

Exhibit B

Phase I Permitted Uses

Phase II Permitted Uses All of the uses designated for Phase II shall be approved as part of the Conditional Zoning referred to in Art.2 section C and neither owner nor subsequent purchasers, transferees or assignees shall be required to obtain special use permits for the uses specified herein

Update on Emergency Communications Plan



MEMORANDUM

TO: Hal Hegwer, City Manager

FROM: Victor Czar, Public Works Director

SUBJECT: Wastewater to Moncure Mega Site

DATE: December 15, 2016

As you are aware, there is an industrial site located in Moncure. The owners and developers of the land want to attract a significant industrial facility. In order to do so, the site needs access to an adequate wastewater treatment facility. The city is committed providing this service. A preliminary engineering report provided a cost estimate of approximately \$16 million to design, permit, and construct the infrastructure to fill this need.

Using the information contained in the report the City of Sanford applied to the Golden Leaf Foundation for a \$16 million grant to fund the wastewater infrastructure. At this time, Golden Leaf Foundation has offered Sanford a grant in the amount of \$4 million for construction of the project.

Among the conditions contained in the grant offer, is a time table for when the project must be completed. That deadline is 30 months from the date of award or from a date mutually agreed upon between the city and Golden Leaf Foundation. We must begin our engineering efforts as soon as possible to provide the greatest opportunity to meet this reasonable, though aggressive, time line.

We recommend engaging the engineering firm of Freese and Nichols Inc. to provide a more detailed engineering report, and accurately define all gaps in funding. The information will be used in our search for additional funding necessary to complete the project.

Freese and Nichols will identify up to four routing possibilities, evaluate the hydraulic needs of each route and determine possible lift station locations, as well as any other engineering requirements for each alignment. This is the first step required in the engineering process. Freese and Nichols will complete this process on an hourly basis not to exceed \$72,230, within sixty days of a notice to proceed, per the attached agreement.

07/16

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF NORTH CAROLINA §

COUNTY OF LEE §

This Agreement is entered into by the City of Sanford, North Carolina, hereinafter called "Owner" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement: Owner agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; Owner agrees to pay to FNI compensation. The Project is described as follows: Moncure Sewer Extension – Preliminary Design
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of Owner which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Owner agrees to pay FNI for all professional services rendered under this Agreement in accordance with Attachment CO - Compensation which is attached hereto and made a part of this Agreement. FNI shall perform professional services as outlined as Basic Services in the "Scope of Services" for a not to exceed fee of \$72,230.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the Owner and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Owner and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this Agreement, the _____ day of _____, 20__.

ATTEST:

City of Sanford, North Carolina
(Owner)

By: _____

Print Name and Title

ATTEST:

UB, a

Freese and Nichols, Inc.
(FNI)

By: Bryan Jann

BRYAN JANN, PRINCIPAL
Print Name and Title

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

In anticipation of potential significant development in the Moncure area, the City of Sanford and Chatham County are partnering up to begin preparations for service to the site with water and sewer utilities. A major piece of this effort is the evaluation, design and implementation of sanitary sewer facilities. It is anticipated that these facilities will include a pump station or a series of pump stations, associated force main(s), connection to the existing City of Sanford system and associated existing system improvements. Freese and Nichols, Inc. (FNI) proposes to provide consulting services for preliminary design and route alternatives analysis for the proposed system improvements. A detailed scope of work is provided below:

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

1. Kickoff Meeting: FNI will conduct a kickoff meeting with OWNER staff to discuss project goals, deliverables and schedule. This meeting will also establish protocol and lines of communications, gather all available documents pertinent to the Project and discuss project scope and schedule. FNI will document the results of the meeting in the form of meeting minutes.
2. Alternatives Evaluation - FNI will evaluate up to four (4) alignment corridors for the force main to include potential routes, feasibility of each route, potential issues or concerns, design and construction schedule, easement requirements and preliminary project costs associated with the potential routes. FNI will evaluate the impact on existing utilities, streets, highways, driveways, and traffic and determine requirements for appurtenances, permanent and construction easement requirements. For each route, as applicable, FNI will coordinate with the appropriate regulatory or owning agency (i.e. NCDOT, Duke Power, Railroads, etc.) to get their input, potential for approval and requirements. Coordination with private land owners is not included nor anticipated at this stage.
3. Based on development information provided by the OWNER, FNI will determine flow requirements and sizing of facilities for the lift station(s) and force main segment(s). In addition, FNI will provide recommendations on phasing of pumping capacity and operational considerations based on the projected flows.
4. Hydraulic Analysis: FNI will conduct a hydraulic analysis of the overall force main / lift station system to determine the system sizing and if additional pump stations are necessary. FNI will generate preliminary hydraulic grade line (HGL) profiles for each alignment corridor evaluated.
5. Interim Memo - Prepare a brief memo outlining the results of the alternatives evaluation and hydraulic analysis. The memo will include a brief discussion on each alternative, a comparison of alternatives, the results of the hydraulic analysis, general lift station sizing and location requirements and preliminary opinions of probable construction and related project costs. This memo will be used for the evaluation workshop included as Item 6 below.
6. Evaluation Workshop – Upon completion of the alignment corridor and hydraulic analysis, FNI will conduct a workshop with the OWNER to discuss the results. The purpose of the workshop is to discuss the results and determine a preferred alternative to study in more detail. Items 7-10 below will be performed for the preferred alternative only.

7. Lift Station siting evaluation: An approximate location for each required lift station will be identified as part of item 2 above. Included in this scope is the evaluation of the general area(s) for the preferred alternative and determination of a final site location, size, and orientation. FNI will evaluate site access, site elevation, availability of adequate power, location of the flood plain relative to the site and overall size and hydraulic grade.
8. FNI will develop a system curve for the lift station(s). From this curve, preliminary pump selections will be made. FNI will evaluate up to two (2) lift station layouts/configurations for consideration by the Owner.
9. Evaluate odor control alternatives for the lift station(s) and along the force main. The alternatives evaluated along with FNI's recommendations will be included in the preliminary design report.
10. Provide an evaluation of the proposed electrical systems and provide recommendations for the voltage of the new pumping units and associated electrical equipment. Coordinate requirements with the power company and prepare a one-line diagram.
11. Prepare a Preliminary Design Report (PDR) summarizing the alternatives and recommendations for the project. A Preliminary Opinion of Probable Construction Cost (OPCC) and other associated project costs will be included for each alternative and detailed information developed in items 7-10 above will be included for the preferred alternative. This document is intended to be a living document and will be updated with additional information during the final design phase.

ARTICLE II

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

- Submit Draft Interim Memo – Within 40 days of NTP
- Submit Draft PDR – Within 60 days of NTP

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE III

RESPONSIBILITIES OF Owner: Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.

- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

ARTICLE IV

DESIGNATED REPRESENTATIVES: FNI and Owner designate the following representatives:

Owner's Designated Representative – Paul M. Weeks, Jr., P.E.
 City Engineer - City of Sanford
 P.O. Box 3729
 225 E. Weatherspoon
 Sanford, NC 27330
 919-777-1119
 Paul.weeks@sanfordnc.net

FNI's Designated Representative – Bryan Jann
 1017 Main Campus Drive, Suite 1200
 Raleigh, NC 27606
 919-582-5856
 bcj@freese.com

FNI's Accounting Representative – Matt Shafer
 4055 International Plaza, Suite 200
 Fort Worth, Texas
 214-217-2238
 mcs@freese.com

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed Seventy Two Thousand Two Hundred-Thirty Dollars (\$72,230). If FNI sees the Scope of Services changing so that services are needed in addition to those services described in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Compensation to FNI for such services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Rate</u>
Professional - 1	107
Professional - 2	130
Professional - 3	146
Professional - 4	169
Professional - 5	197
Professional - 6	200
Construction Manager - 1	85
Construction Manager - 2	111
Construction Manager - 3	131
Construction Manager - 4	164
CAD Technician/Designer - 1	91
CAD Technician/Designer - 2	117
CAD Technician/Designer - 3	145
Corporate Project Support - 1	87
Corporate Project Support - 2	105
Corporate Project Support - 3	139
Intern/ Coop	53

Rates for In-House Services**Travel**

Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These rates will be adjusted annually in February.

1022015

TERMS AND CONDITIONS OF AGREEMENT

- 1. **DEFINITIONS:** The term Owner as used herein refers to the City of Sanford, North Carolina. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
- 2. **CHANGES:** Owner, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
- 3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
- 4. **LIMITATION OF LIABILITY:** Owner agrees, to the fullest extent permitted by law, to limit the liability of FNI to the Owner for any and all claims, losses, costs, expenses, or damages of any nature whatsoever, including reasonable attorney's and expert-witness' fees and costs, from any cause or causes, so that the total aggregate liability of FNI to Owner shall not exceed FNI's total fee received for services rendered on this project, or the limits of FNI's professional liability insurance (whichever is greater). It is intended that this limitation apply to any and all liability or causes of action however alleged or arising, unless specifically prohibited by law.
- 5. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
- 6. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
- 7. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage:

Commercial General Liability		Workers' Compensation
General Aggregate	\$2,000,000	Each Accident \$1,000,000
Automobile Liability (Any Auto)		Professional Liability
CSL	\$1,000,000	\$10,000,000 Annual Aggregate

- 8. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and Owner.
- 9. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

FNI BCJ
OWNER _____

10. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
11. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
12. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.
13. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to OWNER and in acceptance of the services as satisfactory by the OWNER. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.
14. **ARBITRATION:** No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT may include the other party to this AGREEMENT without their approval.
15. **SUCCESSORS AND ASSIGNMENTS:** OWNER and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.
- Neither OWNER nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.
16. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.

**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

**UTILITY FUND
APPROPRIATION OF FUNDS**

REVENUES			EXPENDITURES	
300945 54000	Retained Earnings	72,230	30098280 64500	Sewer Capital 72,230
Total Appropriation		\$ 72,230		

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 December, 2016.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

Susan C. Patterson, City Attorney

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

Retained Earnings	72,230	To appropriate retained earnings for item described below
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Expenditures

Sewer Capital	72,230	Preliminary engineering report for Moncure sewer extension
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Closed Session