

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, May 7, 2013 at 7 P.M. in the Council Chambers. The following people were present:

Mayor Cornelia Olive
Mayor Pro Tem Sam Gaskins
Council Member Jimmy Haire
Council Member James Williams
City Manager Hal Hegwer
City Attorney Susan Patterson

Council Member Charles Taylor
Council Member L. I. (Poly) Cohen
Council Member Walter H. McNeil, Jr.
Council Member Rebecca Wyhof
City Clerk Bonnie D. White

Mayor Cornelia Olive called the meeting to order. A moment of silence was observed. The Pledge of Allegiance was recited.

PUBLIC COMMENT - (Exhibit A)

Ken Laughinghouse, residing at 305 Hawkins Avenue, spoke on behalf of the Appearance Commission regarding "Tree City USA." He read an excerpt from the mayor's proclamation on Arbor Day. To be recognized as a Tree City USA by the National Arbor Day Foundation, you have to conduct an Arbor Day celebration, adopt a tree ordinance, and have a tree board. The Appearance Commission voted unanimously that Council amend its submitted budget for the Tree Board for the \$2,100 of salary and postage of \$105 and that they would absorb the duties of the tree board and requested these two items be removed from the proposed budget. The tree ordinance has been revised numerous times and the commission requests that the tree ordinance be put back on the agenda for action.

Elbert McLean, residing at 149 Long Street, spoke regarding a sewer backup that occurred on February 12, 2013, at his church located at 3002 Industrial Drive. He said the City was cleaning out a manhole in the area and sewage backed up in the church fellowship hall. He called a plumber and the plumber told him to call the City. He spoke with several employees from the City and the League. He asked that the City help with the expense of cleaning up the church. Mr. McLean presented some pictures (Exhibit B) he took of the backup and receipts to clean up the church to the City Clerk.

Reverend Willie Simpson, residing at 309 Magnolia Street, spoke regarding an outreach festival. He stated that he has held several events in Charlotte and would like for the City to help with them in holding these events. He presented the City Clerk with information (Exhibit D) regarding his outreach.

APPROVAL OF AGENDA

Mayor Olive stated that Item 10B – Consider Memorandum of Understanding Between the County of Lee, the City of Sanford, the Town of Broadway, the Lee County Economic Development Corporation, the Sanford Area Chamber of Commerce, and the Economic Development Steering Committee needs to be removed from the Regular Agenda and we need to

City Council Meeting
May 7, 2013

add an item to the Regular Agenda – Consider a Waiver of Violation of Restrictive Covenants. The amended agenda was unanimously approved upon motion of Council Member Rebecca Wyhof and seconded by Mayor Pro Tem Sam Gaskins.

CONSENT AGENDA

Approval of City Council Meeting Minutes Dated March 19, 2013 – (Filed in Minute Book 79)

Approval of Law and Finance Committee Meeting Minutes Dated April 10, 2013 – (Filed in Vault)

Approval of Municipal Mowing Agreement Between the City of Sanford and the North Carolina Department of Transportation - (Exhibit D)

Mowing agreement was approved between the City and the N. C. Department of Transportation for the City to mow the state street rights-of-way within the City limits. This agreement is for a five-year period.

Approval of Entering Into Access Agreement with Stanley Black & Decker, Inc. – (Exhibit E)

Access agreement with Stanley Black & Decker, Inc. was approved to install some groundwater and monitoring wells on Watson Avenue. They have groundwater monitoring wells on their site and they would like to install them offsite in order to get an idea of the groundwater flow and direction and possible contaminations from their site. It is a voluntary program where they self-monitor themselves and is overseen by the state.

Approval of Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2012-2013 – (WWTP & Greenway Waterline Extension) - (Exhibit F)

Ordinance amending the annual operating budget was approved. It transfers \$142,300 to budget \$17,300 to water capital for the water line extension on the Greenway and \$125,000 for utilities at the wastewater treatment plant. It appropriates \$2,515 received from the insurance company for damage to a vehicle at the WWTP and budgets the funds required for repair of vehicles.

Approval of Community Development Block Grant Program Project Ordinance Amendment – (Exhibit G)

Community Development Block Grant Program Project Ordinance Amendment was approved. It is for the closeout of the Maple Avenue project. An additional program income was received and has to be appropriated properly for the closeout paperwork. It is proceeds from an investor owner for his rehabilitation contributions and a refund of a deposit from a local apartment complex where a family was relocated as part of the project. There is also a contribution from an existing capital project for \$242. These funds have been allocated to an account from past program income proceeds to be used for future community development projects.

The consent agenda was unanimously approved upon motion of Council Member Walter McNeil, Jr. and seconded by Mayor Pro Tem Sam Gaskins.

SPECIAL AGENDA

Presentation of Proclamation Proclaiming May 19–25, 2013 as Public Works Week – (Exhibit H)

Mayor Olive read a proclamation proclaiming the week of May 19-25, as Public Works Week. She presented the proclamation to Public Works employees Michael McIver and Brian Willett.

DECISIONS ON PUBLIC HEARINGS

Application by James H. Tucker of TDI Dreamland, LLC - to rezone 2.57 acres +/- located in the southwestern corner of NC Hwy 78 / Tramway Road and St. Andrews Church Road and addressed as 46–53, 62, 69, and 82 St. Andrews Church Road from Residential Single-family (R-20) Zoning District with a Manufactured Home Park Overlay to General Commercial (C-2) Zoning District. The property is the same as depicted on Lee County Tax Map 9641.02, as a portion of Tax Parcel 9641-76-9458-00 Lee County Land Records. – (Exhibit I)

Assistant Community Development Manager Marshall Downey explained that Mr. Tucker is the owner of Dreamland Trailer Park and he is interested in rezoning the front portion of the park which would displace ten of the existing mobile units once it is developed. The intent would be to relocate these mobile units into the vacant spaces within the mobile home park. The request is to rezone from Residential Single-family (R-20) Zoning District with a Manufactured Home Park Overlay to General Commercial (C-2) Zoning District. The Planning Board heard the petition at the public hearing and they voted unanimously to approve this rezoning petition as this request appears to be reasonable and in the public interest, based on the availability of public water and public sanitary sewer, as well as frontage on Tramway Road/NC Hwy. 78, which has relatively high traffic levels. The 2020 Land Use Plan was taken into consideration by the Planning Board and Council as this property is recommended from mid to high-density residential office; however, given the type of development in the area and as well as the existing C-2 General Commercial in other corners, the C-2 appears to be appropriate.

- Consider Ordinance Amending the Official Zoning Map of the City of Sanford, North Carolina – (Exhibit J)

Mayor Pro Tem Sam Gaskins made the motion to adopt the Ordinance Amending the Official Zoning Map of the City of Sanford, North Carolina. Seconded by Council Member Poly Cohen, the motion carried unanimously.

Application by Sanford Soup Kitchen, Inc. - to rezone 0.8357 of an acre +/- with frontage on an unpaved portion of Wilson Street and located to the rear of 140 E. Chisholm Street from Residential Mixed (R-6) Zoning District to General Commercial (C-2) Zoning District. The property is identified as lots 4, 5 and 6 on a plat labeled “Property of Father George Mills”, dated 1954 and recorded in Plat Cabinet 2, Slide 529 of the Lee County Register of Deeds Office and is further identified on Lee County Tax Map 9643.19, as Tax Parcel 9643-71-0687-00 Lee County Land Records. – (Exhibit K)

Assistant Community Development Manager Marshall Downey explained that this is the Sanford Soup Kitchen, also known as the Bread Basket. They approached staff several months about wanting to add a large cooler to the rear of the property which would include a shelter. In

researching this issue, they found that the properties at the rear were not zoned for commercial as the Bread Basket. In trying to clean up the zoning, staff recommended them to rezone the property to bring the property into compliance as well as eliminate setback issues.

The Planning Board discussed this petition and voted unanimously to approve the petition as it appears to be reasonable and in the public interest based on the existing zoning of the General Commercial (C-2) on the two adjoining lots which front E. Chisholm Street (which are also under the same ownership), the existing development of a community food service (the Bread Basket) and the availability of public water and public sewer. It was noted that the 2020 Land Use Plan identifies this area as Historic District, which does not address a specific land use category, such as residential or commercial.

- Consider Ordinance Amending the Official Zoning Map of the City of Sanford, North Carolina – (Exhibit L)

Council Member Charles Taylor made the motion to adopt the Ordinance Amending the Official Zoning Map of the City of Sanford, North Carolina. Seconded by Council Member Poly Cohen, the motion carried unanimously.

Application by MacGregor Square, LLC - to rezone 17.261 acres +/- with frontage on both S. Horner Blvd and Hal Siler Drive and located to the rear of 3010 S. Horner Boulevard from Office & Institutional (O&I) Zoning District to General Commercial (C-2) Zoning District. The property is identified as Tract 2 on a plat labeled "Boundary Survey for DLP Automotive, LLC", dated 2004 and recorded in Plat Cabinet 10, Slide 46-H of the Lee County Register of Deeds Office and is further identified on Lee County Tax Map 9651.08, as a portion of Tax Parcel 9651-88-8471-00 Lee County Land Records. – (Exhibit M)

Assistant Community Development Manager Marshall Downey explained that this is a large 17-acre tract of land along South Horner Boulevard. The Planning Board voted unanimously to approve the request as it appears to be consistent with the current development in the area, which is relevant since the 2020 Land Use Plan identifies this area as Mid/High Density Residential-Office. This request also appears to be reasonable and in the public interest based on the availability of public water and public sanitary sewer and the frontage on S. Horner Boulevard, which is a public street with a relatively high traffic count

- Consider Ordinance Amending the Official Zoning Map of the City of Sanford, North Carolina – (Exhibit N)

Council Member Williams made the motion to adopt the Ordinance Amending the Official Zoning Map of the City of Sanford, North Carolina. Seconded by Council Member Cohen, the motion carried unanimously.

REGULAR AGENDA

Consider Interlocal Agreement Between the City of Sanford and Central Carolina Community College (CCCC) – (Exhibit O)

City Manager Hal Hegwer explained that this interlocal agreement was talked about at the last Law and Finance Committee meeting and Dr. Bud Marchant, President of CCCC, is present to answer any questions.

Council Member Williams made the motion to approve the interlocal agreement between the City of Sanford and Central Carolina Community College. Mayor Pro Tem Sam Gaskins seconded the motion.

Council Member Taylor said that he was not going to get into what was talked about last week because it is pretty much vetted. He stated that it comes at a very precarious time for the City and the golf course. We are undergoing some major changes and different rate structures and he is disappointed in the fact that we are being held to a decision tonight when the golf course has already been booked. He did not think it looks good. He would like for Council to think about how they are putting the golf course in a position of being accountable for their expenditures and profitability and we enter into an agreement for perpetuity that allows the community college to enjoy this each year. He felt it is a great mistake for future boards. He called the question.

The vote was six to one in favor of adopting the interlocal agreement. Council Member Charles Taylor cast the dissenting vote.

Consider Memorandum of Understanding Between the County of Lee, the City of Sanford, the Town of Broadway, the Lee County Economic Development Town of Broadway, the Lee County Economic Development Corporation, the Sanford Area Chamber of Commerce, and the Economic Development Steering Committee – (Exhibit P)

This item was removed from the agenda.

Consider Resolution Adopting the City of Sanford 2013 Voluntary Early Retirement Incentive Program (ERIP) – (Exhibit Q)

Human Resources Director Christy Pickens explained that this program was introduced at a recent Council retreat. It was recommended that this program be created so that we might see some opportunities for cost savings. At this time, it is very difficult for us to measure what those cost savings might be as there are 60 eligible employees. She said the program is strictly voluntary. In order to be eligible, the employee must meet the qualifications for service retirement either through reduced or unreduced benefits, through the North Carolina Local Government Employees Retirement System and they must do so by October 1. They must also apply with the Human Resources Department by August 1 with their intent to retire on October 1 of this year. As a participant, they would be eligible to receive a severance payment incentive anywhere from two weeks to twelve weeks based on their service with the City of Sanford. If Council approves the resolution tonight, we have lots of communication that needs to take place so we would be looking to provide that communication to those eligible employees and other employees by the end of this month or first part of June.

Council Member Taylor said he would like to be make a motion but he would like to make a substitute motion in the aspect of changing the 20 but less than 30 years from 10 weeks of severance pay to 12 weeks and 30 years and above from 12 weeks to 16 weeks. He did not want to short change the long-term commitment that those employees have made here and he thought it would be wise for Council to honor and respect those employees. It is a small amount of money when you look at the grand scheme of things when it comes time to rewarding

longevity with our City. Seconded by Mayor Pro Tem Sam Gaskins, the motion carried unanimously.

Council Member Charles Taylor made the motion to accept the voluntary early retirement incentive program with the amended changes. Seconded by Council Member Walter McNeil, the motion carried unanimously.

Consider a Waiver of Violation of Restrictive Covenants – (Exhibit R)

City Attorney Susan Patterson advised that in September 2012, Habitat for Humanity purchased 1405 Hudson Avenue from the City. The property has restrictive covenants on it because it is in the redevelopment area and Habitat of Humanity was one of the partners that came into our program by providing affordable housing within the City limits. According to the restrictive covenants, one of the covenants requires them to build a home on the site within five years and if they did not, the City has the right to re-enter the property and take it back. Habitat for Humanity has built a house on it and is prepared to transfer it but they did not build it in five years. However, they want to make sure we are okay and would waive the violation of the requirement in the recorded covenants.

Attorney Patterson advised that she prepared a Waiver of Violation of Restrictive Covenants that states the City would waive the covenant that would require Habitat or its successors in interest that would have defaulted or violated this obligation by not completing construction within the five years of the date of this agreement,” which would trigger the right of re-entry. It would allow all the other covenants to remain in full force and effect. This would allow Habitat to transfer the property; the owner not to have an exception on the title policy, and since the City has not already exercised its right to re-enter and reclaim the property, it would now be able to go back on the tax books with someone paying the taxes on the property.

President of Habitat of Humanity John Ramsperger reiterated Attorney Patterson’s comments. They met all the covenants except for building within five years. They would like for the 34th recipient of the Habitat home to close on the property and they want to do it the right way.

Mayor Pro Tem Sam Gaskins made the motion to approve the waiver. Seconded by Council Member Walter McNeil, Jr., the motion carried unanimously.

OTHER BUSINESS

Council Member Cohen stated that former Council Member Linwood Mann is not doing very well and asked for everyone to pray for him.

Mayor Pro Tem Gaskins commended everyone who was involved with the Sanford Arts and Vines Festival. It was an outstanding event and the quality of the crafts was excellent. The food vending was wonderful. The festival was successful in spite of the disgusting and petty email. While it was true that the email said the Sanford Pottery Festival is cancelled, because it is not the Sanford Arts and Vine Festival. The email was misleading and taking actions like that affects the livelihood of a lot of the people and vendors involved. It was a despicable act and hopes to avoid issues like that in Sanford in the future.

Council Member Charles Taylor concurred with Mr. Gaskins' remarks regarding the email of the past festival and said at some point, someone has to face reality of their own misdeeds. He hopes the Chamber and those involved with the Sanford Art and Vines Festival will not be deterred in the future.

Mr. Taylor said he would like for us to consider sending Representative Mike Stone a thank you letter for the trees planted on U. S. Highway 1, especially with the U. S. Open coming next year.

Mr. Taylor said that regarding Public Works Week, he said one of his first meetings he attended, he learned that public service is some of the most dangerous work to be conducted in municipal government. He was reminded three weeks ago when the storm hit Sanford on a Friday night and many of the men and women left their homes to help clean up debris and restore power. He thanked them for their work.

Mr. Taylor said he was reminded from a citizen that gave him a call and the expectation of us to look at being smarter with our dollars rather than having to replace revenue. It was a strong suggestion made for us to look within. He wants to assure the viewing audience that we are looking at every possible option to recover some of the \$1.4 million lost in sales tax revenue. He said it may mean looking at how they can reduce what council members are being paid.

Mr. Taylor extended his condolences to the family of Broadway Commissioner Clemellyn Welch.

Mr. Taylor announced that the Mining and Energy Commission Local Study Group's meeting is Friday, at 9 A.M., in Sanford at the Courthouse Emergency Center. They have six segments of their report and this is the final segment. They have invited fourteen counties, which is the Register of Deeds from fourteen counties. This is going to be a contentious issue that Register of Deeds will have to face recording who has the mineral rights on the property with property being sold several times. After that, they are on schedule to present a draft within 30 days to be presented to the local municipalities and local county governments. He will be partnering with the North Carolina League of Municipalities as well as the County Commissioner's Association to go to all the perspective meetings to present it.

Attorney Patterson announced that the crossover deadline in the legislature is May 16 for any bills we are looking at; they have to meet crossover that day.

City Manager Hal Hegwer presented Council Members with a copy of the information (Exhibit S) they were presented at the retreat regarding the items to be placed on a bond referendum. He wants Council to be thinking about how they want to place those items on the referendum. Mr. Hegwer said it will be on the retreat for discussion on May 15 so that it can be placed on the May 21 agenda.

Mayor Olive thanked everybody who participated in the Sanford Arts and Vine Festival. It was a lot of fun and lots of vendors from out-of-town who said they were having a great time. The Chamber of Commerce and the committee putting this together did a fantastic job.

City Council Meeting
May 7, 2013

Mayor Olive extended condolences to the family of Clemellyn Welch. She was very grateful for her intellect and sense of humor and her diligence to work for her community.

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

ADJOURNMENT

Having no further business to come before the council, the meeting was unanimously adjourned upon motion by Council Member Walter McNeil, Jr. and seconded by Mayor Pro Tem Sam Gaskins.

Respectfully Submitted,


CORNELIA P. OLIVE, MAYOR

ATTEST:


BONNIE D. WHITE, CITY CLERK



**City of Sanford Council Members
Regular Meeting**

7:00 p.m.
Sanford Municipal Center, Council Chambers
225 E. Weatherspoon St, Sanford, NC

PUBLIC COMMENT LIST

Date of Meeting: 5/7/13

(Please read the Public Comment Policy before speaking. Comments should be limited to three minutes.)

SPEAKER	ADDRESS	TOPIC
1. KEN LAUGHINGHOUSE	305 HAWKINS AVE	"Tree City USA"
2. Elbert McLean	3002 Industrial Dr.	Sewer Back up
3. Rev Willie Simpson	309 Magnolia St	Outreach (Fest)
4.		
5.		
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15.		

The Gods' Plan 4 U Ministries

Apostle Willie Bee Simpson (Recording Artist)

Evangelist Valerie M. Simpson Poet, The Author of
& "A Resume' of A Desperate Woman"

**Anointed and Available to Minister at
Events and Functions**

**Write us at:
P.O. 356 Sanford NC 27331
Call us at :919-353-1905**

Check out our Radio Broadcast every Wednesday afternoon at 1:15 to 1:30 1290 AM WKKL

DONATIONS ARE ACCEPTED

godspan4umins@aol.com

The Witness of Peace ministry
4520 CloverDale ave.
Charlotte North Carolina 28212
Tx:83-0429239

To ; CDOT We need Transportation For Homeless

March 20th 2009

WEE / KARE MISSION INC.

We need your support in food donations for this event. We desire your participation May 9th, 09 from 12:00 until 5:00 at the Progress Park Umstead st. & Parkwood Ave. Charlotte N.C. This would bless our hearts so very much. This is an invitation for your presence, (Supporters) Thank you for your food donations. We hope you will continue to give support this year. We are a nonprofit organization wanting to share love, joy, peace and hope. In 2003 we served about 300 people. In 2004 we served around 420 people. 2005 06-7-8 Without your help this would not have been possible. This year we desire to see more people from the homeless shelters. Thank-You for all of your contributions! Our Needs are

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To ; Mayor A, Foxx – City Council-Commissioners

January 2010

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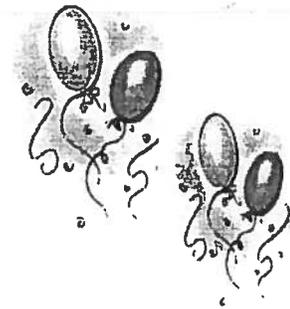
WEE KARE COMMUNITY CELEBRATION

PROGRESS PARK

1330 PARKWOOD AVE.

SATURDAY, MAY 8, 2010

12:00PM—5:00PM



HIGHLIGHTS:

GOSPEL ENTERTAINMENT

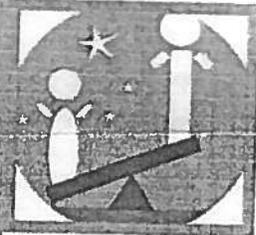
MUSIC

EXHIBITORS

FOOD AND CLOTHING GIVE-A-WAYS

CHILDREN ACTIVITIES

GOOD OLD' FASHION FUN AND FELLOWSHIP



Activities will be held on the grounds of Progress Park and at the corner of Unstead.. Bring your entire family. Support your community and get to know your neighbors! Join us.....There is great Fun awaiting you!

Sponsors: **The Witness of Peace Gospel Ministry**



Mecklenburg County
Park and Recreation
The Natural Place
To Be...
www.parkandrec.com

Contact: Apostle W.B. Simpson, 704 891-9664 or 704 336-7644

The Witness of Peace ministry
4520 CloverDale ave.
Charlotte North Carolina 28212
Tx:83-0429239

To ; The people that LOVE GOD COMING BACK

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NOW ITS TIME FOR 2010 FESTIVAL IN THE PARK

Paper Plates / Spoons / Forks / Cups / Drinks / Hot Dogs / Buns / Chicken / Oil

Char Coal / Chips / Cakes / Bake Beans / Cookies Snacks /

We appreciate the support from MECKLENBURG COUNTY Park & Recreation Dept .

(704-336-7644) Linda Williams Park. Reck.

Home Base Witness of Peace Ministry

Thanks to all of you

Sincerely Rev. Willie Bee Simpson
President & Founders of Wee/Kare
for more info call 704-891-9664
Charlotte N.C. 28212

WEE KARE COMMUNITY CELEBRATION

PROGRESS PARK

1330 PARKWOOD AVE.

SATURDAY

MAY 9TH, 2009

1:00PM—5:00PM



HIGHLIGHTS:

GOSPEL ENTERTAINMENT

MUSIC

EXHIBITORS

FOOD AND CLOTHING GIVE-A-WAYS

CHILDREN ACTIVITIES

GOOD OLD' FASHION FUN AND FELLOWSHIP



Activities will be held on the grounds of Progress Park and at the corner of Umstead. Bring your entire family. Support your community and get to know your neighbors! Join us.....There is great Fun awaiting you!

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Mecklenburg County Park and Recreation Department

Contact: Apostle W.B. Simpson, 704-307-8809 or 704-336-7644



**Mecklenburg County
Park and Recreation**
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To Be...*
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Through 2009 LAST ONE IN PARK!

WEE KARE COMMUNITY CELEBRATION

PROGRESS PARK

1330 PARKWOOD AVE.

SATURDAY

MAY 9TH, 2009

1:00PM—5:00PM



HIGHLIGHTS:

GOSPEL ENTERTAINMENT

MUSIC

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Home Base Witness of Peace Ministry

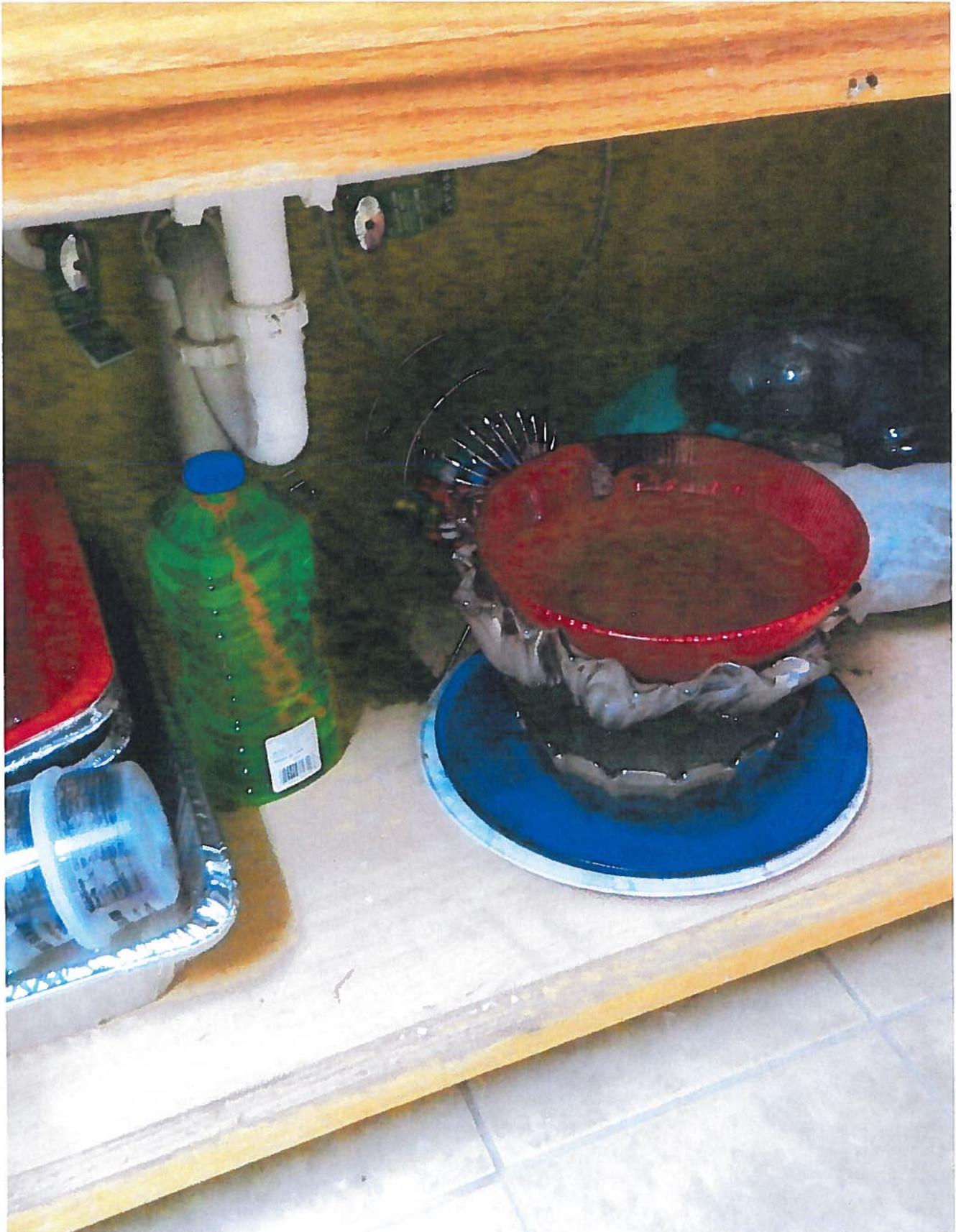
Thanks to all of you

Sincerely Rev. Willie Bee Simpson
President & Founders of Wee/Kare
for more info call 704-891-9664
Charlotte N.C. 28212

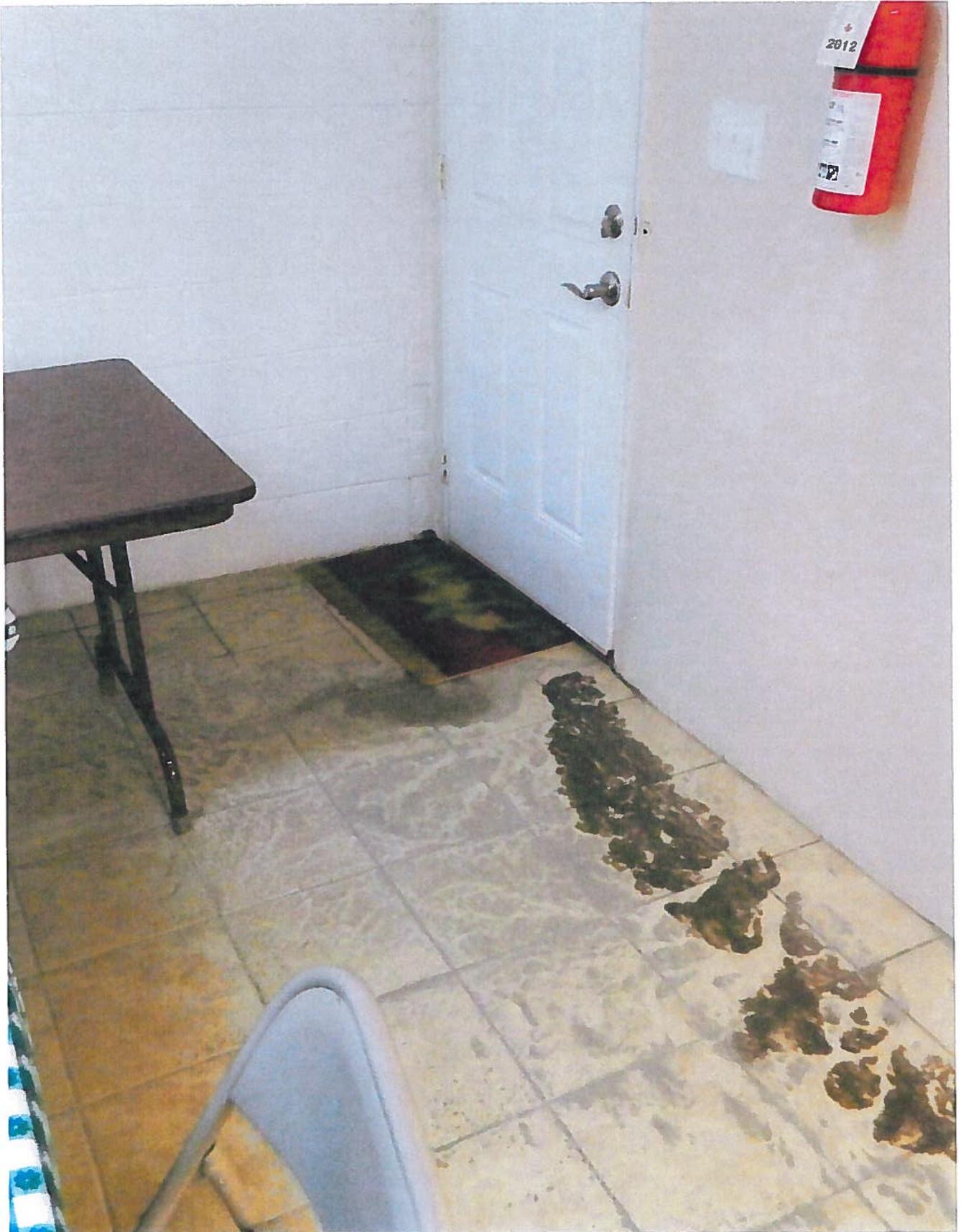
City Council
5-7-13
Exhibit C

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901 E BRAD ST FUQUAY-VARINA NC 27526
MANAGER TARA TUCKER 919-552-2881

3652 00012 53871 03/25/13 10:32 AM
CASHIER SCOTTIE - SMG3862

042369060967 INYL TILE <A> <M>
 1/8" CIVIC SQ STONETAN VCT 54004-45SF
 15@31.05 465.75
 MAX REFUND VALUE \$419.17/15
 662400600718 6" HALO CAN <A> <M> 13.67
 6" HALO IC REMODEL HOUSING
 MAX REFUND VALUE \$12.31
 762148208518 19W R402PK <A,S> <M> 7.97
 19W R40 SOFT WHITE CFL BULB 2PK
 MAX REFUND VALUE \$7.17
 -----10% off Military Discount-----
 487.39 10% off Military Discount -48.74
 MUST RETURN ALL ITEMS FOR A FULL REFUND

*Floor Covering
only*

 SUBTOTAL 438.65
 SALES TAX 29.61
 TOTAL \$468.26
 XXXXXXXXXXXX7919 VISA 468.26
 AUTH CODE 025297/0124002 TA
 P.O.#/JOB NAME: 00

<M> = Military Appreciation



3652 12 53871 03/25/2013 9272

RETURN POLICY DEFINITIONS
 POLICY ID DAYS POLICY EXPIRES ON
 A 1 90 06/23/2013
 THE HOME DEPOT RESERVES THE RIGHT TO
 LIMIT / DENY RETURNS. PLEASE SEE THE
 RETURN POLICY SIGN IN STORES FOR
 DETAILS.

BUY ONLINE PICK-UP IN STORE
 AVAILABLE NOW ON HOMEDEPOT.COM.
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 READY IN LESS THAN 2 HOURS!

ENTER FOR A CHANCE
 TO WIN A \$5,000
 HOME DEPOT GIFT
 CARD!

Share Your Opinion With Us! Complete
 the brief survey about your store visit
 and enter for a chance to win at:

www.homedepot.com/opinion

COMPARTA SU OPINION EN
 UNA BREVE
 ENCUESTA PARA LA OPORT
 UNIDAD DE GANAR.

User ID:
 111683 108043

Password:

INVOICE

ALBERTO GOMEZ
2106 Courtland Drive
Sanford, NC 27330

Phone 919-775-4128
Cell Phone 919-770-4368

Customer Name		Phone ()	
Address	City	State	Zip
Job Site		Phone ()	
Address	City	State	Zip
TYPE	DESCRIPTION (type & amount used: yards, feet, etc.)	COST / UNIT	TOTAL
Carpet			
Padding			
Vinyl			
VCT Tile	125.75		628.75
Ceramic Tile			
Marble			
Wood			
Repairs			
Stairs			
Laminate			
NOTES Date: 3-27-13 CK # 2100	EXTRAS		AMOUNT
	Take-up		
	Floor Prep		
	Underlayment		
	Washer		
	Dryer		
	Stove		
	Refrigerator		
	Toilet		
	Base		
	Trip Charge		
	Vinyl Base		
	Vinyl Cove		
	Carpet Cove		
	Piano		
	Furniture		
	Molding		
	Taxes		
GRAND TOTAL			675.00

ALL WORK GUARANTEED FOR 1 YEAR(S)

\$675.00



NEVER STOP IMPROVING

LOWE'S HOME CENTERS, INC.
3015 S HORNER BOULEVARD
SANFORD, NC 27332 (919) 776-5644

- 10.00% OFF MILITARY- PERSONAL USE DISCOUNT SALE -
- SALE -

SALES#: S3608KS1 953435 TRANS#: 14012270 04-12-13

55352 GL PREM INT. S/G ULT. WHT 21.57
23.97 DISCOUNT EACH -2.40
231492 KUIKSET SN HALL/CLOSET TU 26.07
28.97 DISCOUNT EACH -2.90

Paint only

SUBTOTAL: 47.64
TAX: 3.33
INVOICE 14541 TOTAL: 50.97
VISA: 50.97

TOTAL DISCOUNT: 5.30

VISA:XXXXXXXXXX7935 AMOUNT:50.97 AUTHCD:012894
SUIPED REFID:812281360814 04/12/13 20:18:01

Signature of Albert Green

STORE: 3608 TERMINAL: 14 04/12/13 20:18:17

OF ITEMS PURCHASED: 2

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: MIKE HOLLOVELL

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
SEE STORE FOR DETAILS.

* YOUR OPINIONS COUNT! *
* REGISTER TO WIN A \$5,000 LOWE'S GIFT CARD! *
* iREGISTRESE PARA GANAR UNA TARJETA DE REGALO LOWE'S! *
*
* REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY *
* WITHIN ONE WEEK AT: www.loves.com/survey *
* Y O U R I D # 14541 3608 102 *
*
* NO PURCHASE NECESSARY TO ENTER OR WIN. *
* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
* OFFICIAL RULES & WINNERS AT: www.loves.com/survey *

STORE: 3608 TERMINAL: 14 04/12/13 20:18:17



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

April 10, 2013

Mr. Hal Hegwer, City Manager
City of Sanford
PO Box 3729
Sanford, NC 27331

Attn: Mr. Larry Craig

SUBJECT: Municipal Mowing Agreement
WBS Element 8.105315, 8.205315
Lee County

Dear Craig:

Enclosed, please find duplicate originals of the Municipal Mowing Agreement for the "routine" and/or "clean-up" mowing of vegetation within the State Highway System right of ways of secondary and primary roads in Lee County. You will have forty-five (45) days from the date of receipt to sign and return the Agreements to me at the address listed below.

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

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

Sincerely,

A handwritten signature in black ink that reads "Alison W. Kluttz".

Alison W. Kluttz, PE
Division Project Manager

Enclosures (2)

cc: R. W. Hancock, PE (w/copy of enclosure)
M. C. Tillman (w/copy of enclosure)
S. G. Foster, PE (w/copy of enclosure)
File

NORTH CAROLINA
LEE COUNTY

MUNICIPAL MOWING AGREEMENT

DATE: 3/6/2013

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 8.105315, 8.205315

CITY OF SANFORD

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

WITNESSETH:

WHEREAS, the Municipality has requested to perform "routine" and/or "clean-up" mowing of vegetation within the rights of way of certain State maintained routes; and

WHEREAS, the Municipality has agreed to perform said mowing with reimbursement from the Department subject to the conditions hereinafter set forth;

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

1. The Municipality shall provide for the mowing maintenance of all the roads included in Attachment 1 of this Agreement in accordance with NCDOT mowing requirements, the NCDOT Roadway Standard Drawings and Standard Specifications for Road and Structures and Amendments or Supplements thereto under the general administrative control of the Department's Division Engineer. These routes may be amended or deleted and other applicable routes may be added as mutually agreed upon by both parties in writing prior to performing the work. The Division Engineer shall approve any requests by the Municipality for changes to NCDOT mowing requirements including but not limited to mowing time frames, mowing heights, mowing equipment, etc.
2. Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses, Women Businesses, or Small Professional Services Firms (SPSF) as required by GS 136-28.4 and the North Carolina Administrative Code. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at: www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.

(A) No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.

(B) Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

3. The Municipality agrees to provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive protection devices necessary for the safety of road users during performance of the work including any construction and subsequent maintenance. This work shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Road and Structures and Amendments or Supplements thereto. When there is no guidance provided in Roadway Standard Drawings or Specifications, work shall be in compliance with the Manual on Uniform Traffic Control Devices for Streets and Highways and Amendment or Supplement thereto. Information regarding these rules and regulations may be obtained from the Department's Division Engineer.
4. The Division Engineer shall notify the municipality in writing at the beginning of performance period (calendar year mowing season) or as soon thereafter each quarter, of the amount of allocated funds estimated to be available to the Municipality for mowing maintenance for the roads identified in Attachment 1. The available allocation shall not exceed the estimated cost of the work if performed by the Department. Attachment 1 may be amended in writing by the Department each performance period year to include agreed upon changes to routes and increases or decreases in reimbursable costs.
5. The Municipality shall submit an itemized invoice to the Department after each mowing cycle for actual costs for labor, equipment, and contracted services for work completed not to exceed the amount allocated for the quarter. The invoice shall be itemized by date, mowing route, and costs for performing each mowing cycle, no later than three (3) months after the mowing cycle date for eligible reimbursable costs. All final invoices must be submitted within one (1) year after the work is performed or said work will not be reimbursed by the Department. Reimbursement shall be made upon approval of said invoice by the Department's District Engineer or designee and Financial Management Division.
6. The Department, at its option, may elect to increase or decrease the reimbursement rates shown on Attachment 1 each year the Agreement is in force in consideration of inflation rates, cost increases and decreases, changes in funding, etc., subject to the availability of funds and the performance of the Municipality.

7. The Municipality shall comply with all applicable federal, state and local environmental regulations, and shall obtain all necessary federal, state and local environmental permits, including but not limited to, those related to sediment control, storm water, wetland, streams, endangered species, and historical sites.
8. The Municipality, and or its agent, shall maintain adequate records and documentation to support the work performed under this Agreement and shall permit free access to its records by official representatives of the State of North Carolina. Furthermore, the Municipality, or its agent, shall maintain all pertinent records and documentation for a period of not less than five (5) years following the close of the fiscal year during which the services were performed.
9. This Agreement shall continue thereafter with automatic five-year renewal extensions subject to the following termination conditions:
 - (A) At any time either party may cancel the Agreement with a thirty (30) day written notice to the opposite party. On behalf of the Municipality, this Agreement may be canceled by the City Manager and/or his designee.
 - (B) Upon the effective date of the cancellation, neither party shall owe any obligations under this Agreement, except that all obligations performed under this Agreement, including but not limited to invoicing, record retention, and payment for work performed prior to the effective date of cancellation, shall remain in effect.
10. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
11. This Agreement is solely for the benefit of the Department and the Municipality and is not for the benefit of any other persons or any entities, and no other persons or entities shall have any rights, claims, or entitlements under this Agreement.
12. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities in writing.
13. The Municipality agrees to indemnify and save harmless, the Department, for all damages and claims for damage that may arise as result of performance of mowing operations by its employees and/or contractors.

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

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

ATTEST: _____ CITY OF SANFORD
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____

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

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

Federal Tax Identification Number

(SEAL)

Remittance Address:

City of Sanford

P. O. Box 3729

Sanford, NC 27331

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

ATTACHMENT 1

Municipal Mowing Agreement - City of Sanford

Effective Dates: January 1, 2012 to December 31, 2012

Allowable Performance Period Reimbursement Costs: \$33,000.00

<u>Road</u>	<u>Name</u>	<u>From</u>	<u>To</u>	<u>Centerline Miles</u>	<u>Shoulder Miles</u>	<u>Remarks</u>
1153	Buffalo Church Road			0.62	1.23	Secondary Road
1709	Cardinal Circle			0.03	0.06	Secondary Road
1237	Carthage Street			2.16	4.31	Secondary Road
1107	Fields Drive			0.99	1.99	Secondary Road
1152	Fire Tower Road			0.66	1.32	Secondary Road
1332	Franklin Drive (North)			1.08	2.15	Secondary Road
1192	Keller Andrews Road			0.50	1.00	Secondary Road
1707	Kimberly Circle			0.07	0.15	Secondary Road
1190	Legion Road			0.41	0.83	Secondary Road
1703	Owls Nest Road			0.99	1.98	Secondary Road
1705, 1706	Paige Circle			0.09	0.19	Secondary Road
1704	Phillips Drive			0.46	0.93	Secondary Road
1702	Simpson Drive			0.09	0.18	Secondary Road
1708	Sparrow Circle			0.03	0.06	Secondary Road
1108	Washington Avenue			0.49	0.99	Secondary Road
1333	Westover Drive			0.62	1.25	Secondary Road
1444	Beechtree Drive			0.85	1.70	Secondary Road
1406	Canterbury Road			0.11	0.22	Secondary Road
1009	Carbonton Road			2.53	5.05	Secondary Road
1326	Cool Springs Road			3.42	6.84	Secondary Road
1343	Douglas Drive			0.66	1.33	Secondary Road
1396	Foggy Mountain Loop			0.31	0.62	Secondary Road
1478	Green Valley Drive			0.51	1.01	Secondary Road
1405	McNeill Road			1.69	3.39	Secondary Road
1329	Old Carbonton Road			0.29	0.59	Secondary Road
1324	Petty Road			0.90	1.80	Secondary Road
1394	Sandy Creek Church			0.19	0.38	Secondary Road
1100	Spring Lane			2.14	4.28	Secondary Road
1395	Stoneybrook Drive			0.58	1.16	Secondary Road
1343	Sumpter Drive			0.09	0.19	Secondary Road
1328	Wilkins Drive			1.89	3.79	Secondary Road

1420	Amos Bridges Road			1.14	2.28	Secondary Road
1406	Burns Drive			0.67	1.35	Secondary Road
1445, 1447	Charleston Drive			1.21	2.41	Secondary Road
1560	Weatherspoon Drive			1.17	2.34	Secondary Road
1590	Amherst Road			0.09	0.18	Secondary Road
1514	Bragg Street			1.16	2.32	Secondary Road
N/A	Bragg Exit			0.11	0.22	Secondary Road
1002	Charlotte Avenue			1.04	2.08	Secondary Road
1558	Clearwater Drive			0.08	0.15	Secondary Road
1415	Colon Road			0.03	0.06	Secondary Road
1122	Courtland Drive (West)			0.99	1.97	Secondary Road
1002	Eleventh Street (North)			0.29	0.59	Secondary Road
1117	Garden Street (West)			1.03	2.05	Secondary Road
1117	Harkey Road			0.36	0.72	Secondary Road
1119	Rose Street (East)			0.58	1.16	Secondary Road
1509	San Lee Drive			1.04	2.08	Secondary Road
1415	Seventh Street (North)			1.51	3.01	Secondary Road
1515	Third Street (North)			1.92	3.83	Secondary Road
1589	Waverly Road			0.11	0.21	Secondary Road
1119	Woodland Avenue			0.30	0.60	Secondary Road
1133	Lee Avenue			4.14	8.27	Secondary Road
1580	Ashby Road			0.44	0.89	Secondary Road
1527	Cox Maddox Road			0.96	1.92	Secondary Road
1529	Cox Mill Road			0.69	1.38	Secondary Road
1593	Dogwood Street			0.30	0.60	Secondary Road
1239	Industrial Drive			1.03	2.06	Secondary Road
1521	Kelly Drive			0.55	1.10	Secondary Road
1001	Lemon Springs Road			0.31	0.63	Secondary Road
1526	Mt. Pisgah Church Road			1.02	2.04	Secondary Road
1519	Nash Street			0.91	1.82	Secondary Road
1520	Rosser Road			0.69	1.37	Secondary Road
1240	Wilson Road			0.79	1.57	Secondary Road
US 421				6.80	13.6	Undivided Primary
NC 42	Wicker Street			2.94	5.88	Undivided Primary
US1 Bus	Hawkins Avenue			1.78	3.56	Undivided Primary
NC 78	Main Street (East)			2.67	5.34	Undivided Primary
NC 87				1.07	2.14	Undivided Primary
US 421				4.24	8.48	Divided Primary
US1 Bus	Hawkins Avenue			2.44	4.88	Divided Primary
TOTAL:				74.10	148.11	

March 5, 2013

Paul M. Weeks, Jr., P.E.
City Engineer
City of Sanford
P.O. Box 3729
225 E. Weatherspoon St.
Sanford, NC 27330

RE: Access Agreement

Dear Mr. Weeks:

Stanley Black & Decker, Inc. ("Stanley") is conducting an environmental investigation of its formerly owned property located at 2903 Lee Avenue in Sanford, North Carolina (the "Former Stanley Property"). As part of Stanley's investigation, Stanley would like to install and periodically sample groundwater monitoring wells (the "Wells") on property owned by the City of Sanford, North Carolina (the "City") identified as Watson Avenue Right-of-Way (the "City Property"). Stanley wishes to gain access to the City Property to install, maintain and periodically sample the Wells. This letter sets forth the terms and conditions which will govern Stanley's access to the City Property (the "Agreement"). Please indicate your agreement to the terms and conditions set forth in this Agreement by signing a copy of the letter and returning it to me.

Description of the Work to be Performed on the City Property. The Wells will be installed by a North Carolina licensed driller in the approximate locations shown on the attached figure. The Wells will be flush mounted with a traffic-rated manhole. The Wells will be purged and samples will be collected for analysis for the presence of various chemical constituents. The drill cuttings (soil) generated during well installation and development and purge water generated during well installation and sampling will be placed into appropriate containers, sampled and disposed of properly by Stanley. Such waste will be removed from the City Property as soon as practicable by Stanley.

After the initial phase of work, it will be necessary to periodically monitor groundwater elevations and to collect groundwater samples. When the Wells are no longer required by Stanley, Stanley will abandon and seal the Wells in accordance with North Carolina Administrative Code Title 15A Subchapter 2C (NCAC 2C) standards and Stanley will repair and restore the surface of the City Property that is disturbed by Stanley or its representatives.

Grant of Access. To facilitate the installation and monitoring of the Wells, the City, on behalf of itself and its successors and assigns, grants permission for Stanley, its employees, agents and representatives (including consultants and contractors) (collectively "Stanley and its representatives") to enter and use the City Property subject to the terms and conditions set forth in this Agreement. Stanley and its representatives may enter and use the City Property solely for the purpose of (i) siting, installing and developing the Wells; (ii) periodically collecting samples or obtaining groundwater elevation measurements from the Wells; (iii) maintaining, repairing, replacing or abandoning the Wells; and (iv) repairing or restoring the City Property as provided for below.

Paul M. Weeks, Jr., P.E.
City of Sanford
March 5, 2013
Page 2

Duration and Termination of Access. The City agrees to permit Stanley and its representatives to enter and use the City Property as set forth in this Agreement beginning on the effective date of this Agreement and continuing from time-to-time until ninety calendar days after the abandonment of the Wells.

Conditions of Access. Stanley agrees that its access to the City Property pursuant to this Agreement shall (i) be restricted to the location where the Wells will be installed and the areas around and adjacent to such location as reasonably necessary for ingress, egress, temporary placement and the use of installation, sampling and removal equipment (including drilling rigs and other associated equipment) and vehicles; (ii) be restricted to the hours from 8:00 a.m. to 6:30 p.m. on normal business days; (iii) be available upon at least forty-eight hours advance notice by Stanley or its representative to the City; and (iv) be performed in a safe and workmanlike manner and in accordance with applicable laws and regulations.

Assistance by the City. The City agrees to provide Stanley with all information in the City's possession or the possession of its representatives regarding the location of underground utility lines and subsurface obstructions and infrastructure at the City Property in the vicinity of the area where the Wells are to be installed to assist Stanley and its representatives in determining the final location of the Wells. The City agrees to provide to Stanley such information promptly after Stanley's request for the information.

Restoration of the City Property. Stanley agrees to, at its sole cost and expense, promptly restore the City Property disturbed by Stanley or its representatives during installation or sampling of the Wells. Following the completion of Stanley's investigation, Stanley agrees to, at its sole cost and expense, promptly remove or abandon and seal the Wells at the City Property in accordance with applicable North Carolina regulations and restore the surface of the City Property that is disturbed during such removal or abandonment of the Wells.

Laboratory Results. Upon the City's request, Stanley will provide the City with copies of final laboratory reports of analyses of ground water or soil collected by Stanley from the Wells.

Hold Harmless. Stanley agrees to hold the City harmless from and against any claim or loss arising out of any injury to Stanley's employees or contractors incurred while performing work on the City Property pursuant to this Agreement.

Indemnification. Stanley shall indemnify, defend and hold the City harmless for and against demands and causes of action by any third party, including reasonable expenses of defense, for and to the extent of personal injury, illness, death and property damage arising out of the negligent performance of the work by Stanley or its contractors pursuant to this Agreement.

Binding Effect. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that this Agreement is a valid, binding and enforceable obligation of each party. Stanley represents and warrants that it has and maintains adequate financial resources to undertake and satisfy its obligations under this Agreement.

Sincerely,
STANLEY BLACK & DECKER, INC.



Deb Geyer
Vice President, Environment, Health and Safety

Paul M. Weeks, Jr., P.E.
City of Sanford
March 5, 2013
Page 3

Accepted and Agreed to this

____ day of _____, 2013

City of Sanford, North Carolina

By: _____
Authorized Representative

Name: _____

Title: _____

887205.2

**AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET
OF THE CITY OF SANFORD FY 2012-2013**

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 2012-37 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 2012-2013.

**UTILITY FUND
TRANSFER OF FUNDS**

Transfer from the Following Accounts:

Transfer to the Following Accounts:

30096650 69900	Contingency	142,300	30098180 67440	Water Capital	17,300
			30098120 00000	WWTP	125,000
	Total Appropriation	<u>\$ 142,300</u>			

**UTILITY FUND
APPROPRIATION OF FUNDS**

REVENUES

EXPENDITURES

300045 30335	Miscellaneous	2,515	30098120 00000	WWTP	2,515
	Total Appropriation	<u>\$ 2,515</u>			

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

ADOPTED this, the 7th day of May, 2013.

Cornelia P. Olive, Mayor

ATTEST:

Bonnie D. White, City Clerk

Susan C. Patterson, City Attorney

2012-2013 BUDGET ORDINANCE AMENDMENT

UTILITY FUND

Transfer from the Following Funds - results in decreasing of budget

Contingency	142,300	To transfer contingency funds required to offset expenditures as described below
-------------	---------	--

Transfer to the Following Funds - results in increasing of budget

Water Capital Improvements	17,300	To budget funds for the Pantry's portion of the Douglas Drive water line extension (waterline on Greenway)
----------------------------	--------	--

WWTP	125,000	To appropriate funds required for utilities at the wastewater treatment plant
------	---------	---

UTILITY FUND

Appropriation of Funds - results in increasing of budget

Revenues

Miscellaneous	2,515	To budget proceeds received from insurance company for damage to vehicles
---------------	-------	---

Expenditures

WWTP	2,515	To budget funds required for repair of vehicles
------	-------	---

City Council
5-7-13
Exhibit G

City of Sanford
Community Development Block Grant Program
Project Ordinance Amendment

BE IT ORDAINED by the City Council of the City of Sanford, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, grant project ordinance no. 2010-55 and 2013-8 are hereby amended:

Section 1: The project authorized is the Community Development Block Grant Community Revitalization Program. This project consists of housing, water, sewer, street and drainage improvements, and development of a mini-park in the Maple Avenue area.

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

Section 3: The following revenues are anticipated to be available to complete this project.

Program Income	\$ 590
Contribution from Capital Project	\$ 242

Section 4: The following amounts are appropriated for the project:

Community Revitalization Program	\$ 832
----------------------------------	--------

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

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

Section 7: The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8: The Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this council.

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

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

ADOPTED this the 7th day of May, 2013.

Cornelia P. Olive, Mayor

ATTEST:

Bonnie D. White, City Clerk

Susan C. Patterson, City Attorney

Office of the Mayor
City of Sanford



Proclamation ..

WHEREAS, public works infrastructure, facilities and services are of vital importance to the health, safety, economy and overall well-being of our community; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, and administrators, representing all levels of government, who are responsible for and must plan, design, construct, operate and maintain the public works facilities essential to serve our citizens; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works functions is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children to learn and understand the importance of vital public works programs such as drinking water, sanitary and storm sewers, streets and highways, public buildings, and solid waste collection and disposal; and

WHEREAS, the Year 2013 marks the 53rd Annual National Public Works Week sponsored by the American Public Works Association.

Now, Therefore, I, Cornelia Olive, Mayor of the City of Sanford, do hereby proclaim the week of May 19–25, 2013 as **“PUBLIC WORKS WEEK”** in the City of Sanford, and I call upon all citizens and civic leaders in this community to gain knowledge of, and maintain a progressive interest in the public works needs and programs vital to our everyday lives, and to recognize the daily contributions which public works officials make to ensure our health, safety, comfort, and quality of life.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Sanford, North Carolina, to be affixed this 7th day of May, 2013.

Cornelia Olive, Mayor

**Sanford City Council
Recommendation of the Sanford Planning Board Regarding
Application #531-2013-01 to Amend the City of Sanford Zoning Map
Meeting Date: May 7, 2013**

APPLICANT: James H. Tucker

PROPERTY OWNERS: TDI Dreamland, LLC (James H. Tucker, Registered Agent)

REQUEST: Residential Single-family (R-20) Zoning District with a Manufactured Home Park Overlay to General Commercial (C-2) Zoning District

LOCATION: Southwestern corner of NC Hwy 78 / Tramway Road and St. Andrews Church Road and addressed as 46-53, 69, and 82 St. Andrews Church Road

TOWNSHIP: Jonesboro

TAX PARCEL NO.: A portion of Tax Parcel 9641-76-9458-00 as depicted on Lee County Tax Map 9641.02

ADJACENT ZONING:

- North:** Residential Single-family (R-20) with a Manufactured Home Park Overlay, Residential Single-family (R-20) and General Commercial (C-2), Opposite NC Hwy 78/Tramway Road
- South:** Residential Single-family (R-20) with a Manufactured Home Park Overlay, Residential Agricultural (RA) and Residential Single-family (R-20)
- East:** General Commercial (C-2) and Residential Single-family (R-20), Opposite St. Andrews Church Road
- West:** Residential Single-family (R-20) with a Manufactured Home Park Overlay (same tract of land)

Introduction

In February of 2013, Mr. Tucker submitted a rezoning petition to staff requesting to rezone the subject property to a commercial zoning district to allow for the redevelopment of the site as a commercial business. It is the understanding of staff that Mr. Tucker would like to relocate the existing mobile homes located on the 2.57 acre +/- portion of an existing tract of land to another location within the Dreamland Mobile Home Park and to relocate the existing single-family dwelling to a vacant residential lot on the opposite side of St. Andrews Church Road once the project is ready to proceed.

Site and Area Description

The subject property consists of a 2.57 acre +/- portion of a 7.54 acre tract of land located in the southwestern corner of the intersection of NC Hwy 78/Tramway Road and St. Andrews Church Road. The site is developed with approximately 10 mobile home park spaces within Dreamland Mobile Home Park and a 3,828sf ranch-style single-family dwelling built in 1962, which fronts St. Andrews Church Road and adjoins the mobile home park.

Uses in the area are residential and commercial. Residential uses in the area include two mobile home parks which are zoned R-20 with a Manufactured Home Park Overlay (Dreamland Mobile Home Park and Hart's Mobile Home Park) and single-family homes located within Courtland Acres Subdivision that are zoned R-20.

Utilities

The subject property appears to have access to public water and public sanitary sewer. Any/all utility changes will need to be reviewed and approved by the City of Sanford Public Works Department to verify compliance with all applicable regulations.

Staff Analysis

The existing zoning district of Residential Single-family (R-20) Zoning District with a Manufactured Home Park Overlay. The R-20 district is established to provide areas for low-density single-family uses, with a maximum of two (2) dwelling units per acre, which may provide buffers between the agricultural and R-20 classifications and the higher density areas of the County of Lee. It includes density and minimum lot size requirements in order to allow for market and design flexibility while preserving the neighborhood character. The Manufactured Home Overlay district allows the development of a mobile home park. A list of permitted uses for the R-20 Zoning District is included within the agenda for your reference.

The proposed zoning district of C-2 is established to provide areas for general commercial activities designed to serve the community such as shopping centers, repair shops, wholesale businesses, and retail sales with limited outdoor display of goods and limited outdoor operations. This district promotes a broad range of commercial operations and services necessary for large regions of the County, providing community balance and should be located on or within proximity to major thoroughfares. A list of permitted uses for the C-2 Zoning District is included within the agenda for your reference.

Transportation

The subject property has 713 feet +/- of road frontage on Tramway Road/NC Hwy 78 which is a NCDOT maintained public street with a 100ft right-of-way and 290 feet of road frontage on St. Andrews Church Road (SR1146), which is also a NCDOT maintained public street with a 60ft right-of-way. Any/all driveway changes and/or new driveways should be reviewed and approved by the appropriate governing agency for compliance with maintenance and safety standards.

The 2007 Lee County Comprehensive Transportation Plan illustrates Tramway Road/NC Hwy 78 as an existing boulevard, which needs improvement. The following NCDOT Traffic Study information is available for this area:

- A 2011 annual average daily traffic count of 3,800 automobiles per day on St. Andrews Church Road approximately 380 feet south of the intersection of Tramway Road/NC Hwy 78 and St. Andrews Church Road (SR1146).
- A 2011 annual average daily traffic count of 3,600 automobiles per day on W. Courtland Drive (SR1122) approximately 230 feet northeast of the intersection of Tramway Road/NC Hwy 78 and W. Courtland Drive.
- A 2011 annual average daily traffic count of 12,000 automobiles per day on Tramway Road/NC Hwy 78 approximately 1,700 feet west of the intersection of Tramway Road/NC Hwy 78 and St. Andrews Church Road (SR1146) / W. Courtland Drive (SR1122).

Environmental & Local Overlay Districts

The subject property does not appear to be located within a Watershed Conservation Overlay District, a Flood Hazard Area, the 421 Bypass Corridor or a designated historic district. The subject property is included within the study area for the Greenwood Small Area Plan and is illustrated on the following maps: Existing Water Lines and Census Tracts & Zoning; however, there is no specific information or recommendations provided for this site.

Development Standards

If rezoned, all of the uses permitted in the General Commercial (C-2) Zoning District would be allowed and any future redevelopment of the subject property will be required to meet the current development standards of the Unified Development Ordinance.

Conformance with the Sanford/Lee County 2020 Land Use Plan

The 2020 Land Use Plan Map identifies the subject property as Mid/High Density Residential-Office. The purpose of this classification is to identify areas which are appropriate for medium and high density residential development, including single-family, duplexes, and multi-family developments, as well as office development. Please note that when considering the zoning of this property, current development trends and the surrounding zoning of the neighborhood should also be considered.

Recommendation from Planning & Development Staff

Staff recommends that the Sanford City Council and Planning Board support this rezoning petition as it appears to be consistent with the current development in the area, which is relevant since the 2020 Land Use Plan identifies this area as Mid/High Density Residential-Office. This request also appears to be reasonable and in the public interest based on the availability of public water and public sanitary sewer and the frontage onto Tramway Road/NC Hwy 78, which is a public street with a relatively high traffic count. Also, please note that information presented at the public hearing may provide additional information that should also be considered regarding a final decision on the requested zoning map amendment.

Recommendation from Planning Board

The Sanford Planning Board discussed this rezoning application at the April 16, 2013 meeting and by a unanimous vote recommended to approve the request by James H. Tucker of TDI Dreamland, LLC to rezone 2.57 acres +/- located in the southwestern corner of NC Hwy 78 / Tramway Road and St. Andrews Church Road and addressed as 46-53, 62, 69, and 82 St. Andrews Church Road, from Residential Single-family (R-20) Zoning District with a Manufactured Home Park Overlay to General Commercial (C-2) Zoning District.

The Planning Board voted to support this rezoning petition as this request appears to be reasonable and in the public interest based on the availability of public water and public sanitary sewer and the frontage onto Tramway Road/NC Hwy 78, which is a public street with a relatively high traffic count. The 2020 Land Use Plan Map recommendation of the subject property as Mid/High Density Residential-Office was taken into consideration by the Planning Board when making the recommendation; however, given the type of development in the area and the existing General Commercial (C-2) in the area, General Commercial (C-2) Zoning District appeared to be appropriate.

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP
OF THE CITY OF SANFORD, NORTH CAROLINA**

WHEREAS, a request to amend the Official Zoning Map has been received from James H. Tucker of TDI Dreamland, LLC to rezone 2.57 acres +/- located in the southwestern corner of NC Hwy 78 / Tramway Road and St. Andrews Church Road, addressed as 46-53, 62, 69, and 82 St. Andrews Church Road, and depicted on Lee County Tax Map 9641.02, as a portion of Tax Parcel 9641-76-9458-00 Lee County Land Records, from Residential Single-family (R-20) Zoning District with a Manufactured Home Park Overlay to General Commercial (C-2) Zoning District; and

WHEREAS, said request has been presented to the Planning Board of the City of Sanford; and

WHEREAS, the City Council of the City of Sanford conducted a public hearing on April 16, 2013 to receive citizen input on the requested zoning map amendment; and

WHEREAS, the City Council of the City of Sanford approves the request to amend the Official Zoning Map of the City of Sanford;

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

The Official Zoning Map is hereby amended to rezone 2.57 acres +/- located in the southwestern corner of NC Hwy 78 / Tramway Road and St. Andrews Church Road, addressed as 46-53, 62, 69, and 82 St. Andrews Church Road, and depicted on Lee County Tax Map 9641.02, as a portion of Tax Parcel 9641-76-9458-00 Lee County Land Records, from Residential Single-family (R-20) Zoning District with a Manufactured Home Park Overlay to General Commercial (C-2) Zoning District. A copy of the area zoning map is included as Attachment A.

In making this decision, the City Council of the City of Sanford finds that the request appears to be reasonable and in the public interest based on the availability of public water and public sanitary sewer and the frontage onto Tramway Road/NC Hwy 78, which is a public street with a relatively high traffic count. The 2020 Land Use Plan Map recommendation of the subject property as Mid/High Density Residential-Office was taken into consideration by the Planning Board when making the recommendation; however, given the type of development in the area and the existing General Commercial (C-2) in the area, General Commercial (C-2) Zoning District appeared to be appropriate.

ADOPTED this the 7th day of May, 2013.

Cornelia P. Olive, Mayor

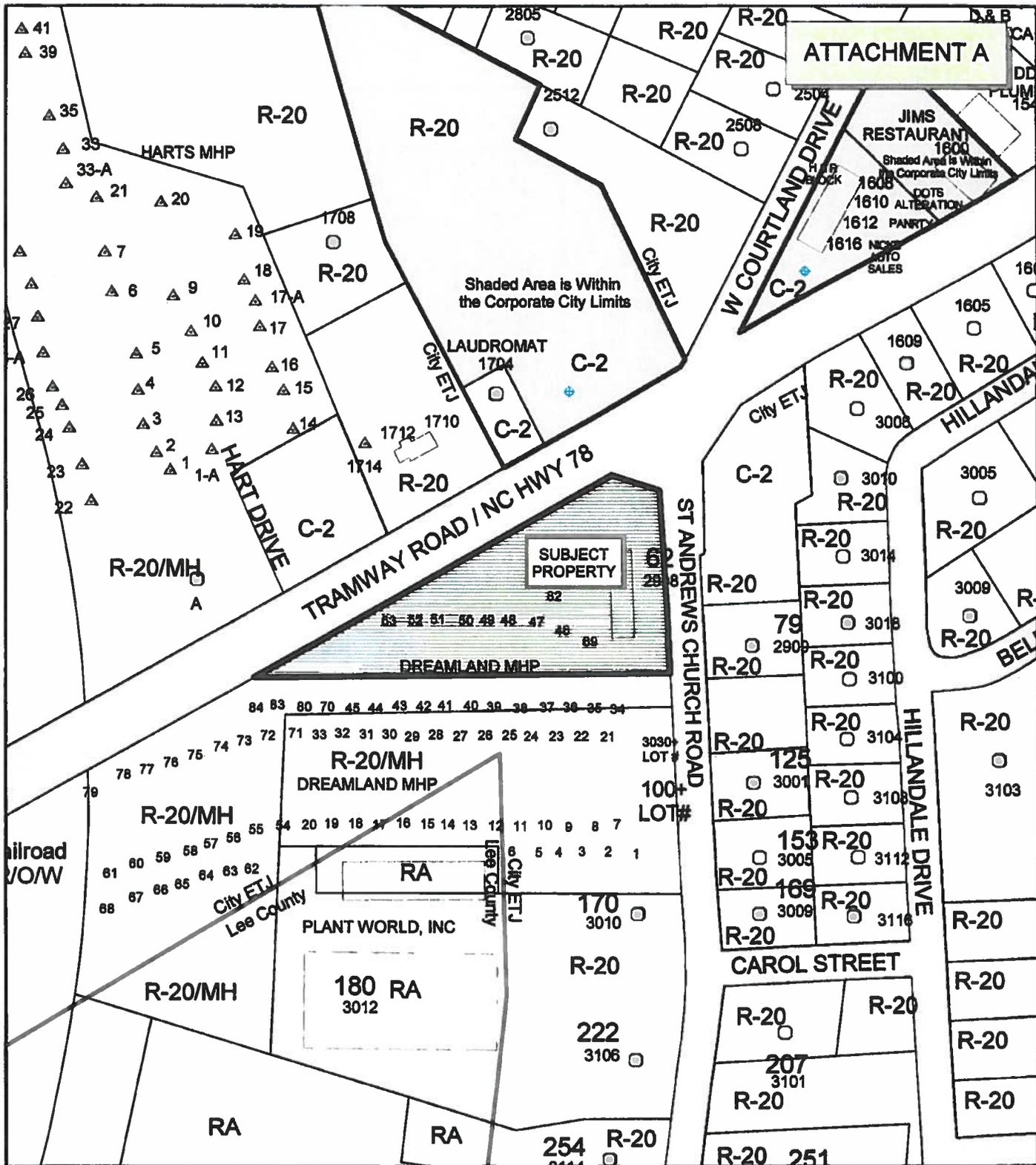
ATTEST:

APPROVED AS TO FORM:

Bonnie White, City Clerk

Susan C. Patterson, City Attorney

ATTACHMENT A



Application by TDI Dreamland, LLC to Rezone 2.57 Acres +/-,
 from Residential-Single Family (R-20) With a Manufactured Home Overlay District
 to General Commercial (C-2) .

PIN No.: 9641-76-9458-00 (portion of)



This image is intended as a graphic representation & is not a legal document.

**Sanford City Council
Recommendation of the Sanford Planning Board Regarding
Application #531-2013-02 to Amend the City of Sanford Zoning Map
Meeting Date: May 7, 2013**

APPLICANT: Sanford Soup Kitchen, Inc.

PROPERTY OWNER: Sanford Soup Kitchen, Inc. (Eddie S. Winstead III, Registered Agent)

REQUEST: Residential-Mixed (R-6) Zoning District to General Commercial (C-2) Zoning District

LOCATION: To the rear of 140 E. Chisholm Street (the Bread Basket), with frontage on an unpaved portion of Wilson Street

TOWNSHIP: West Sanford

TAX PARCEL NO.: A portion of Tax Parcel 9643-71-0687-00 as depicted on Lee County Tax Map 9643.19

ADJACENT ZONING:

North: General Commercial (C-2)

South: Multi-family (MF-12)

East: Residential-Mixed (R-6) and Multi-family (MF-12)

West: Light Industrial (LI), opposite an unpaved portion of Wilson Street and a 100-ft railroad right-of-way

Introduction

In March of 2013, Mr. William (Bill) R. Jones, III, President of the Board of Directors for the Bread Basket community food service, discussed with staff the need to install an open shelter over a new freezer recently installed at the rear of the existing building at 140 E. Chisholm Street (the Bread Basket). The new freezer replaced a smaller freezer at the same location and is used to store perishable foods. The proposed addition of an open shelter over the new freezer would assist in protecting the freezer from the weather. During our discussion and review of the subject property, it was discovered that the proposed shelter would encroach into the minimum required 20-ft building setback along the rear property line and staff suggested that the all three of the tracts of land owned by the Bread Basket (Sanford Soup Kitchen, Inc.) be recombined into one tract of land and the rear tract of land (the subject property) be rezoned to General Commercial (C-2) to conform with the front two tracts of land, which are already developed. This would create one tract of land with one zoning district and eliminate the interior property lines and the two different zoning districts, thereby, allowing the construction of the open shelter over the new freezer at the rear of the building and simplifying the property information.

Site and Area Description

The subject property is one tract of land, approximately 0.8357 of an acre in size, located to the rear of 140 E. Chisholm Street (the Bread Basket). The tract has frontage on Wilson Street, which is an unpaved City maintained public street that parallels the railroad tracts.

The property is identified as lots 4, 5 and 6 on a plat labeled "Property of Father George Mills", dated 1954 and recorded in Plat Cabinet 2, Slide 529 of the Lee County Register of Deeds Office.

Uses in the immediate area are mainly residential in nature with three single-family homes located on E. Chisholm Street between Hawkins Avenue and Wilson Street (402 Hawkins Avenue, 318 Hawkins Avenue and 138 E. Chisholm Street), three single-family homes located on a portion of Wilson Street that parallels the railroad tracks on the opposite side of Chisholm Street (407, 411 and 415 Wilson Street), two single-family homes located on a portion of Wilson Street that parallels the railroad tracks on the same side of Chisholm Street (301 & 307 Wilson Street), a house at 314 Hawkins Avenue that is with 100-ft of the subject property and a boarding house on the adjoining lot at 136 E. Chisholm Street. The single-family residential lots area zoned either Residential Single-family (R-12), Residential-Mixed (R-6) or Multi-family (MF-12) and the boarding house property is zoned Residential-Mixed (R-6).

Commercial uses in the area include a vacant commercial building on the adjoining lot at 142 E. Chisholm Street, which is zoned General Commercial (C-2) and the former Father George Mill property fronting Chisholm Street on the opposite side on the rail road tracks, which is zoned Light Industrial (LI). It does not appear that any of these structures are currently occupied by a business.

Utilities

The subject property does not appear to have access to public water or public sanitary sewer. Any/all utility extensions or connections would need to be reviewed and approved by the City of Sanford Public Works Department to verify compliance with all applicable regulations in the event that this property was ever proposed for development. Please note that if the subject property were to be recombined with the two adjoining tracts that are under the same ownership, it would then become part of a larger tract that would have access to a 6-inch water main line located in the right-of-way of E. Chisholm Street and a 15-inch sanitary sewer line, which is also located in the right-of-way of E. Chisholm Street.

Staff Analysis

The existing zoning district of Residential-Mixed (R-6) is established to provide higher density residential living opportunities with compact development consisting of the full spectrum of residential unit types where adequate public facilities and services are available. Unit types may include single family attached dwellings, townhouses, duplexes and apartments, with a maximum of seven (7) dwelling units per acre. R-6 may serve as a transitional district between lower density residential and low intensity commercial uses. This district is intended to allow a mix of residential unit types and densities to provide a balance of housing opportunities while maintaining neighborhood compatibility. R-6 supports the principles of concentrating urban growth and reinforcing existing community centers. A list of permitted uses for the R-6 Zoning District is included within the agenda for your reference.

The proposed zoning district of General Commercial (C-2) is established to provide areas for general commercial activities designed to serve the community such as shopping centers, repair shops, wholesale businesses, and retail sales with limited outdoor display of goods and

limited outdoor operations. This district promotes a broad range of commercial operations and services necessary for large regions of the County, providing community balance and should be located on or within proximity to major thoroughfares. A list of permitted uses for the C-2 Zoning District is included within the agenda for your reference.

Transportation

The subject property has 203.44 feet of road frontage on Wilson Street, which is an unpaved City maintained public street that appears to be located within an existing 100-ft railroad right-of-way. Any/all driveway changes and/or new driveways should be reviewed and approved by the appropriate governing agencies for compliance with maintenance and safety standards.

The 2007 Lee County Comprehensive Transportation Plan illustrates E. Chisholm Street; however, is not included within a street type category and no suggestions are noted. Wilson Street is not illustrated.

Environmental & Local Overlay Districts

The subject property does not appear to be located within a Watershed Conservation Overlay District, a Flood Hazard Area, the 421 Bypass Corridor, or the areas included within the adopted small area plans. The subject property is located with the Hawkins Avenue National Historic District, but not a local historic district; therefore, there are no local historic regulations that would be applicable for the development of this site. The Sanford Community Development Plan also recognizes that this site is located within a historic district, but provides only general information regarding historic districts.

Development Standards

If rezoned, all of the uses permitted in the General Commercial (C-2) Zoning District would be allowed and any future development of the subject property will be required to meet the current development standards of the Unified Development Ordinance. Also, there are specific development standards for community food services as per Article 5 Supplemental Development Regulations, Section 5.7 Community Food Services of the UDO that would need to be adhered to with regard to any future development and/or expansion of this specific use.

Conformance with the Sanford/Lee County 2020 Land Use Plan

The 2020 Land Use Plan Map identifies the subject property as Historic District. The purpose of this classification is to identify areas which have been designated by a community as historically significant, for the purpose of preserving the area's historic resources. Please note that the subject property is located with the Hawkins Avenue National Historic District, but not a designated local historic district; therefore, there are no local historic regulations that would be applicable for the development of this site. Also, please note that when considering the zoning of this property, current development trends and the surrounding zoning of the neighborhood should also be considered.

Recommendation from Planning & Development Staff

Staff recommends that the Sanford City Council and Planning Board support this rezoning petition as it appears to be reasonable and in the public interest based on the existing zoning of General Commercial (C-2) on the two adjoining lots which front E. Chisholm Street (and

are under the same ownership), the existing development of a community food service on the two adjoining lots which front E. Chisholm Street (and are under the same ownership), and the availability of public water and public sanitary sewer. The 2020 Land Use Plan identifies this area as Historic District, which does not address a specific land use category, such as residential or commercial. Please note that information presented at the public hearing may provide additional information that should also be considered regarding a final decision on the requested zoning map amendment.

Recommendation from Planning Board

The Sanford Planning Board discussed this rezoning application at the April 16, 2013 meeting and by a unanimous vote, recommended to approve the request by Sanford Soup Kitchen, Inc. to rezone 0.8357 of an acre +/- with frontage on an unpaved portion of Wilson Street and located to the rear of 140 E. Chisholm Street from Residential Mixed (R-6) Zoning District to General Commercial (C-2) Zoning District.

The Planning Board voted to support this rezoning petition as it appears to be reasonable and in the public interest based on the existing zoning of General Commercial (C-2) on the two adjoining lots which front E. Chisholm Street (which are also under the same ownership), the existing development of a community food service (the Bread Basket) on the two adjoining lots which front E. Chisholm Street, and the availability of public water and public sewer. It was noted that the 2020 Land Use Plan identifies this area as Historic District, which does not address a specific land use category, such as residential or commercial.

Ordinance 2013-

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP
OF THE CITY OF SANFORD, NORTH CAROLINA**

WHEREAS, a request to amend the Official Zoning Map has been received from Sanford Soup Kitchen, Inc. to rezone 0.8357 of an acre +/- with frontage on an unpaved portion of Wilson Street and located to the rear of 140 E. Chisholm Street, also identified as lots 4, 5 and 6 on a plat labeled "Property of Father George Mills" dated 1954 and recorded in Plat Cabinet 2 Slide 529 of the Lee County Register of Deeds Office, and depicted on Lee County Tax Map 9643.19, as Tax Parcel 9643-71-0687-00 Lee County Land Records, from Residential Mixed (R-6) Zoning District to General Commercial (C-2) Zoning District; and

WHEREAS, said request has been presented to the Planning Board of the City of Sanford; and

WHEREAS, the City Council of the City of Sanford conducted a public hearing on April 16, 2013 to receive citizen input on the requested zoning map amendment; and

WHEREAS, the City Council of the City of Sanford approves the request to amend the Official Zoning Map of the City of Sanford;

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

The Official Zoning Map is hereby amended to rezone 0.8357 of an acre +/- with frontage on an unpaved portion of Wilson Street and located to the rear of 140 E. Chisholm Street, also identified as lots 4, 5 and 6 on a plat labeled "Property of Father George Mills" dated 1954 and recorded in Plat Cabinet 2 Slide 529 of the Lee County Register of Deeds Office, and depicted on Lee County Tax Map 9643.19, as Tax Parcel 9643-71-0687-00 Lee County Land Records, from Residential Mixed (R-6) Zoning District to General Commercial (C-2) Zoning District. A copy of the area zoning map is included as Attachment A.

In making this decision, the City Council of the City of Sanford finds that the request appears to be reasonable and in the public interest based on the existing zoning of General Commercial (C-2) on the two adjoining lots which front E. Chisholm Street (which are also under the same ownership), the existing development of a community food service (the Bread Basket) on the two adjoining lots which front E. Chisholm Street, and the availability of public water and public sanitary sewer. It was noted that the 2020 Land Use Plan identifies this area as Historic District, which does not address a specific land use category, such as residential or commercial.

ADOPTED this the 7th day of May, 2013.

Cornelia P. Olive, Mayor

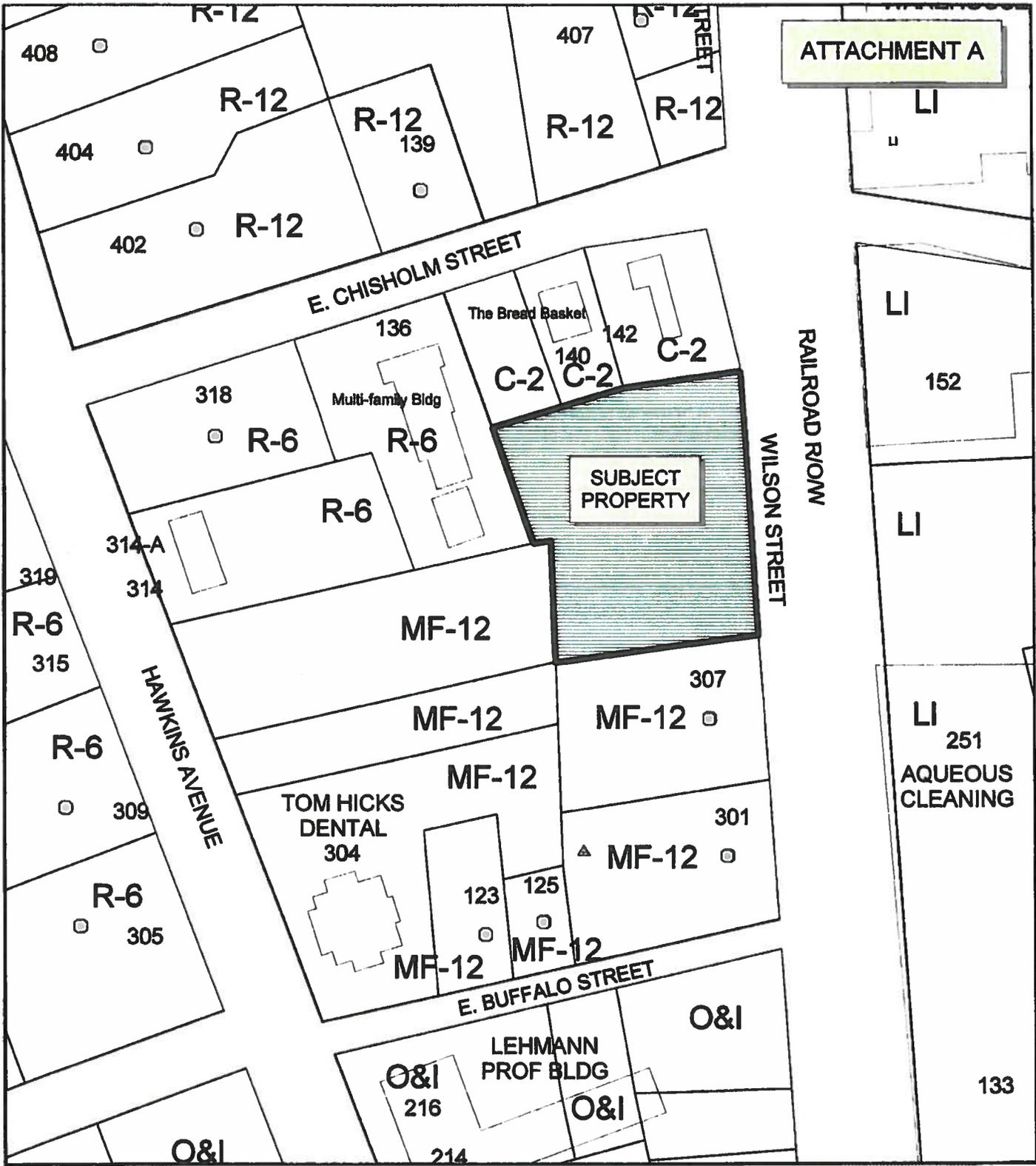
ATTEST:

APPROVED AS TO FORM:

Bonnie White, City Clerk

Susan C. Patterson, City Attorney

ATTACHMENT A



Application by Sanford Soup Kitchen, Inc. to Rezone 0.8357 Acres +/-,
 from Residential-Mixed (R-6) to General Commercial (C-2).
 PIN No.: 9643-71-0687-00



This image is intended as a graphic representation & is not a legal document.

**Sanford City Council
Recommendation of the Sanford Planning Board Regarding
Application #531-2013-03 to Amend the City of Sanford Zoning Map
Meeting Date: May 7, 2013**

APPLICANT: MacGregor Square, LLC (Daniel L. Brown, Registered Agent & Manager/Member)

PROPERTY OWNER: DLP Automotive, LLC

REQUEST: Office & Institutional (O&I) Zoning District to General Commercial (C-2) Zoning District

LOCATION: To the rear of 3010 S. Horner Blvd (WaterWerks car wash), adjoining South side Plaza shopping center to the south, adjoining 3106 S. Horner Blvd (Citgo convenience store) to the north and with 60-ft of frontage on S. Horner Blvd

TOWNSHIP: Jonesboro

TAX PARCEL NO.: A portion of (the majority of) Tax Parcel 9651-88-8471-00, as depicted on Lee County Tax Map 9651.08

ADJACENT ZONING:

North: General Commercial (C-2)
South: Light Industrial (LI) and General Commercial (C-2)
East: Light Industrial (LI) and General Commercial (C-2)
West: Residential-Mixed (R-12) and General Commercial (C-2)

Introduction

In March of 2013, Daniel L. Brown of MacGregor Square, LLC, a real estate development company, expressed an interest in developing a vacant tract of land which adjoins the Southside Plaza Shopping Center (to the southeast) as a shopping center. At this time, Mr. Brown has submitted for consideration a rezoning request to rezone the site from Office & Institutional (O&I) to General Commercial (C-2) as the first step in this process.

Site and Area Description

The subject property is the majority* of a vacant 17.31 acre tract of land which is located to the rear/southwest of WaterWerks car wash at 3010 S. Horner Blvd, Verizon Wireless cell phone sales & service center at 3014 S. Horner Blvd., and a commercial building addressed as 3100 S. Horner Blvd that has had various tenants, all of which are zoned General Commercial (C-2). The site is south of the Southside Plaza Shopping Center which is zoned General Commercial (C-2), and Southview Subdivision, a residential single-family subdivision that appears to have been developed in the 1950s, which is zoned Residential-Mixed (R-12). The site is north of Walker Wilson Industrial Park, which is zoned Light Industrial (LI) and is accessed via Hal Siler Drive. The site is east of two manufacturing facilities off of Juno Drive, one zoned Light Industrial (LI) and one zoned General Commercial (C-2) and a couple of vacant former railroad right-of-ways zoned Light Industrial (LI).

**The front 400-feet of the site, along S. Horner Blvd, is already zoned C-2.*

Legally, the subject property is identified as a portion of Tract 2 on a Boundary Survey for DLP Automotive, created by Thomas J. Mathews, Professional Land Surveyor, dated 2010-08-04 and recorded at Place Cabinet 10, Slide46-H of the Lee County Register of Deeds Office.

Utilities

The subject property appears to have access to public water and public sanitary sewer. Any/all utility extensions or connections would need to be reviewed and approved by the City of Sanford Public Works Department to verify compliance with all applicable regulations.

Staff Analysis

The existing zoning district of Office & Institutional (O&I) is established to provide for agencies and offices rendering specialized services and traditional institutional functions (both public and private) including, but not limited to, governmental facilities, cultural and recreational facilities, educational facilities and charitable institutions. A list of permitted uses for the O&I Zoning District is included within the agenda for your reference.

The proposed zoning district of General Commercial (C-2) is established to provide areas for general commercial activities designed to serve the community such as shopping centers, repair shops, wholesale businesses, and retail sales with limited outdoor display of goods and limited outdoor operations. This district promotes a broad range of commercial operations and services necessary for large regions of the County, providing community balance and should be located on or within proximity to major thoroughfares. A list of permitted uses for the C-2 Zoning District is included within the agenda for your reference.

Transportation

The subject property has 60-feet of road frontage on S. Horner Blvd, which is a NCDOT maintained public street with a 100-ft right-of-way in the area of the subject property. The site also has access to an existing 60-foot right-of-way at the end of Hal Siler Drive, which is a City maintained public street that appears to end close to the property line. The site also has access to an unimproved right-of-way located at the terminus of Watson Avenue, which is a City maintained public street which serves the Southview residential subdivision. At this time, it appears that the 175-feet of unimproved street right-of-way area serves as a private drive for a house at 3002 Watson Avenue, which adjoins this site. Any/all driveway changes and/or new driveways should be reviewed and approved by the appropriate governing agencies for compliance with maintenance and safety standards.

The 2007 Lee County Comprehensive Transportation illustrates S. Horner Blvd as an existing boulevard that needs improvement. Hal Siler Drive and Watson Avenue are illustrated on the plan, but are not categorized and no improvements are suggested. The latest NCDOT information available in the area is a 2010 Traffic Study which reports 32,000 vehicle trips per day on S. Horner Blvd approximately 250 feet south of the subject property.

Environmental & Local Overlay Districts

The subject property does not appear to be located within a Watershed Conservation Overlay District, a Flood Hazard Area, the 421 Bypass Corridor, a designated historic district or within the areas included within any of the adopted small area plans.

Development Standards

If rezoned, all of the uses permitted in the General Commercial (C-2) Zoning District would be allowed and any future development of the subject property will be required to meet the current development standards of the Unified Development Ordinance. Also, there are specific development standards for shopping centers as per Article 10 Site Design Standards, Section 10.2 Shopping Centers and Superstores of the UDO that would need to be adhered to with regard to the future development of this specific use. A list of permitted uses within the General Commercial (C-2) zoning district is included within the agenda for your reference.

Conformance with the Sanford/Lee County 2020 Land Use Plan

The 2020 Land Use Plan Map identifies front 400-feet of the this tract of land, along S. Horner Blvd, as being within the Highway Overlay district, which is an area with a high level of design and development standards along major transportation corridor or major highways. The 2020 Land Use Plan Map identifies the subject property (area to be rezoned) as Mid/High Density Residential-Office. The purpose of this classification is to identify areas which are appropriate for medium and high density residential development, including single-family, duplexes, and multi-family developments, as well as office development. Please note that when considering the zoning of this property, current development trends and the surrounding zoning of the neighborhood should also be considered.

Recommendation from Planning & Development Staff

Staff recommends that the Sanford City Council and Planning Board support this rezoning petition as it appears to be consistent with the current development in the area, which is relevant since the 2020 Land Use Plan identifies this area as Mid/High Density Residential-Office. This request also appears to be reasonable and in the public interest based on the availability of public water and public sanitary sewer and the frontage on S. Horner Blvd, which is a public street with a relatively high traffic count. Also, please note that information presented at the public hearing may provide additional information that should also be considered regarding a final decision on the requested zoning map amendment.

Recommendation from Planning Board

The Sanford Planning Board discussed this rezoning application at the April 16, 2013 meeting and by a unanimous vote, recommended to approve the request by MacGregor Square, LLC and to rezone 17.261 acres +/- with frontage on both S. Horner Blvd and Hal Siler Drive and located to the rear of 3010 S. Horner Blvd from Office & Institutional (O&I) Zoning District to General Commercial (C-2) Zoning District.

The Planning Board voted to support this rezoning petition as it appears to be consistent with the current development in the area, which is relevant since the 2020 Land Use Plan identifies this area as Mid/High Density Residential-Office. This request also appears to be reasonable and in the public interest based on the availability of public water and public sanitary sewer and the frontage on S. Horner Blvd, which is a public street with a relatively high traffic count.

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP
OF THE CITY OF SANFORD, NORTH CAROLINA**

WHEREAS, a request to amend the Official Zoning Map has been received from MacGregor Square, LLC to rezone 17.261 acres +/- with frontage on both S. Horner Blvd and Hal Siler Drive, located to the rear of 3010 S. Horner Blvd, and identified as Tract 2 on a plat labeled "Boundary Survey for DLP Automotive, LLC" dated 2004 recorded in Plat Cabinet 10 Slide 46-H of the Lee County Register of Deeds Office as depicted on Lee County Tax Map 9651.08, as a portion of Tax Parcel 9651-88-8471-00 Lee County Land Records, from Office & Institutional (O&I) Zoning District to General Commercial (C-2) Zoning District; and

WHEREAS, said request has been presented to the Planning Board of the City of Sanford; and

WHEREAS, the City Council of the City of Sanford conducted a public hearing on April 16, 2013 to receive citizen input on the requested zoning map amendment; and

WHEREAS, the City Council of the City of Sanford approves the request to amend the Official Zoning Map of the City of Sanford;

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

The Official Zoning Map is hereby amended to rezone 17.261 acres +/- with frontage on both S. Horner Blvd and Hal Siler Drive, located to the rear of 3010 S. Horner Blvd, and identified as Tract 2 on a plat labeled "Boundary Survey for DLP Automotive, LLC" dated 2004 recorded in Plat Cabinet 10 Slide 46-H of the Lee County Register of Deeds Office as depicted on Lee County Tax Map 9651.08, as a portion of Tax Parcel 9651-88-8471-00 Lee County Land Records, from Office & Institutional (O&I) Zoning District to General Commercial (C-2) Zoning District. A copy of the area zoning map is included as Attachment A.

In making this decision, the City Council of the City of Sanford finds that the request appears to be consistent with the current development in the area, which is relevant since the 2020 Land Use Plan identifies this area as Mid/High Density Residential-Office. This request also appears to be reasonable and in the public interest based on the availability of public water and public sanitary sewer and the frontage on S. Horner Blvd, which is a public street with a relatively high traffic count.

ADOPTED this the 7th day of May, 2013.

Cornelia P. Olive, Mayor

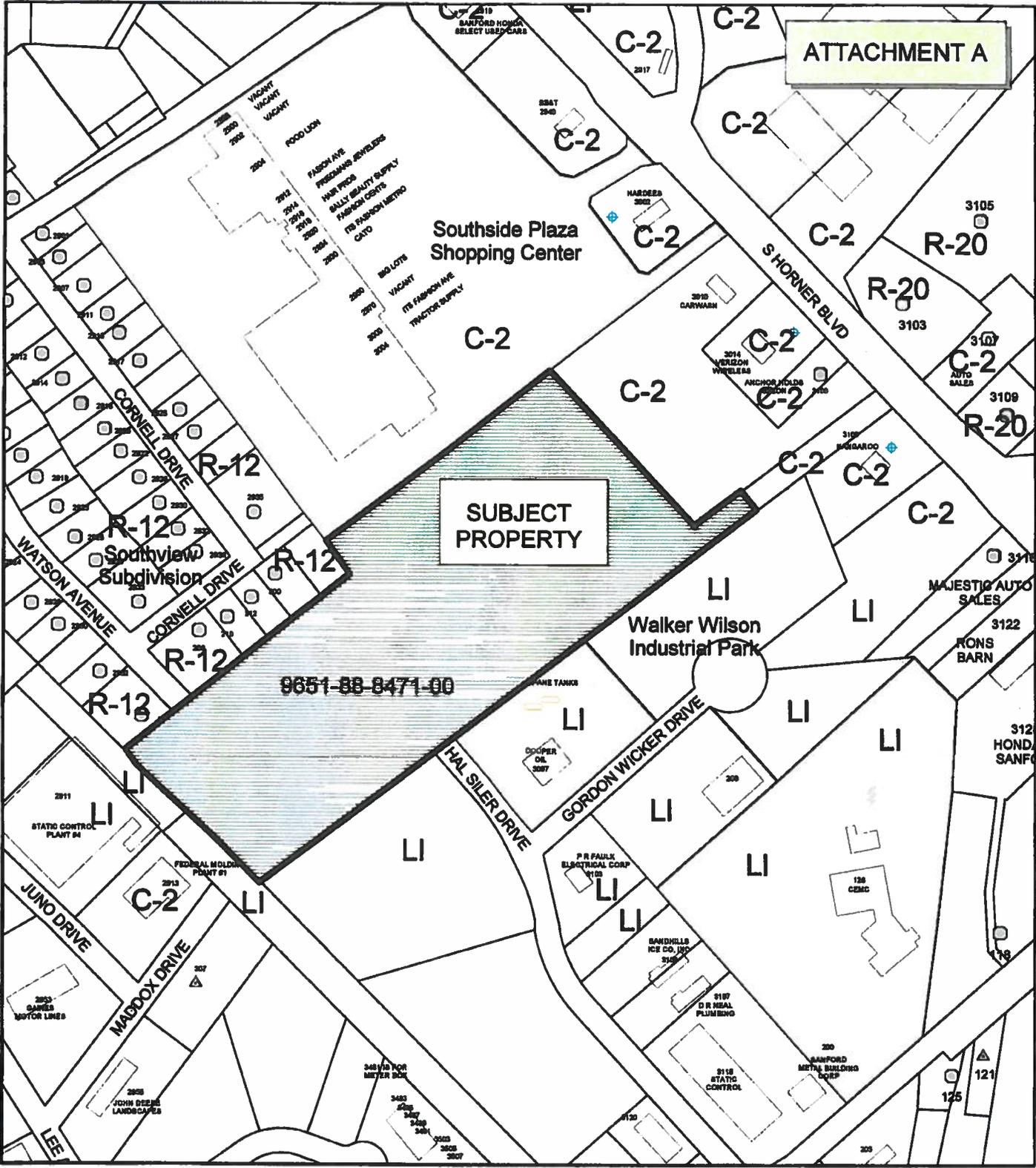
ATTEST:

APPROVED AS TO FORM:

Bonnie White, City Clerk

Susan C. Patterson, City Attorney

ATTACHMENT A



Application by MacGregor Square, LLC to Rezone 17.26 Acres +/-,
 from Office & Institutional (O&I) to General Commercial (C-2) .
 PIN No.: 9651-88-8471-00 (portion of)



This image is intended as a graphic representation & is not a legal document.

NORTH CAROLINA

LEE COUNTY

INTERLOCAL AGREEMENT

THIS AGREEMENT made by and between the City of Sanford, a North Carolina Municipal Corporation, hereinafter referred to as City and Central Carolina Community College, a body corporate pursuant to N.C. Gen Stat. 115D-14, hereinafter referred to as College.

Whereas, City and College are currently collaborating on several programs and activities at the College's Emergency Training Center, including SWAT team tryouts, training tower for repelling, physical assessments (POPAT), use of the firearms simulator, and law enforcement patrol vehicle training; and

Whereas, City owns and operates a municipal golf course located at 600 Golf Course Lane, Sanford, NC; and

Whereas, College desires to use City's golf course each year on the third Wednesday in September in connection with its annual Foundation fundraiser which provides endowments, student scholarships and financial support for the college, its faculty, and students;

Now, therefore, in consideration of the premises and pursuant to the authority conferred upon City, pursuant to Article 12, Chapter 160A of the General Statutes of North Carolina, and particularly N.C. Gen Stat 160A-274 and 160A-461, City has and by these presents does hereby grant to College its guests and invitees, the right, privilege, and permission to conduct its annual one day golfing fundraiser at the Sanford Golf course subject to the following:

1. The permission granted to College under this agreement is given to the College as an accommodation without monetary consideration.
2. College's privileges under this agreement shall not be assignable in whole or in part.
3. This agreement shall commence on the third Wednesday in September, 2013, and shall continue thereafter on the same day in September until terminated by either party on a ninety (90) days prior written notice to the other party, such notice to be sent by United States mail as hereinafter set out. In the event of cancellation or postponement for inclement weather or other good cause, the parties shall select a make-up date that is mutually acceptable.
4. College, its guest, invitees and participants will comply with all rules and regulations relating to the use of City's golf course and facilities during said tournament.

5. To the fullest extent permitted by law, the College shall indemnify and hold harmless the City its agents and employees or any of them from any claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or from the use of the premises, provided that such claim, damage, loss or expense is attributed to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including loss of use resulting there from but only to one extent caused in whole or in part by the negligent acts of the College anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
6. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.
7. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.
8. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or any authorized representative of each party.
9. All notices, demand, or other writings in this agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

To City: Mr. Hal Hegwar, City Manager
 P.O. Box 3729
 Sanford, NC 27331

To College: Dr. T. E. (Bud) Marchant, President
 Central Carolina Community College
 1105 Kelly Drive
 Sanford, NC 27330

IN WITNESS WHEREOF, each party to this agreement has caused it to be duly executed on the date indicated below.

City of Sanford

Date: _____

By _____
Cornelia Olive, Mayor

Date: _____

By _____
Hal Hegwar, City Manager

Central Carolina Community College

Date: _____

By _____
Chairman, Board of Trustees

Date: _____

By _____
Secretary

MEMORANDUM

To: Lee County
City of Sanford
Town of Broadway
Lee County Economic Development Corporation
Sanford Area Chamber of Commerce
Economic Development Steering Committee

From: Economic Development Task Force

Date: April 17, 2013

Re: ACTION NEEDED: All Boards to pass by supermajority the attached Memorandum of Understanding between the County of Lee, the City of Sanford, the Town of Broadway, the Lee County Economic Development Corporation, the Sanford Area Chamber of Commerce, and the Economic Development Steering Committee.

A Task Force made up of the Lee County Commission Chair, Mayor of Sanford, Mayor of Broadway, President of Central Carolina Community College, two members of the EDC Board, two members of the Chamber Board, and additional public and private sector representatives, has been meeting since early February 2013 to develop a new organization and pathway for economic development. Following the Lee County Commissioners Economic Development Summit, this Task Force met several more times to discuss a set of recommendations to move forward.

Task Force Members:

Alan Holt
Brad Simpson
Bud Marchant
Charlie Parks
Charlie Welborn

Donnie Oldham
Kirk Bradley
Donald Andrews
Cornelia Olive

The group envisions a completion of the planning process to get an actionable work plan and private sector fundraising effort that will result in a new public-private economic development organization.

Below are the recommendations of the Task Force for approval by supermajority of the County, City, Town, EDC, and Chamber.

1. The County completes their Strategic Planning Process

Work begun by SBTDC and Southern Growth Policies Board should be continued. The resulting product, beginning with the outline provided to the County on March 18, will give the County a focus on overall goals, including economic development

2. The New Organization will complete a program of work and organization development.

A proposed scope of work for a program of work planning process is attached as Exhibit B.

A Steering Committee will be the leadership team appointed to guide the development of a program of work, set priorities, and provide input from the wide range of stakeholders.

The Program of Work will result from a synthesis of the 2nd Century Project, the Chamber's visioning process and the soon to be completed work by the County Commissioners through SBTDC and Southern Growth Policies Board.

3. The County, City, Town, EDC, and Chamber approve their representatives to the Steering Committee.

- Appointee from Lee County Board of Commissioners
- County Manager
- Mayor, or appointee, of Sanford City Council
- City Manager
- Mayor, or appointee, of Broadway Town Council
- Town Manager
- Donnie Oldham, EDC Chairman
- Alan Holt, EDC member
- Brad Simpson, Chamber Chairman
- Kirk Bradley, 2nd Century Research Team Chair
- Susan Condlin, Cooperative Extension
- Shelly Kelly, small business owner
- Bill Wilson, housing and nonprofit sector
- Bud Marchant, CCCC President
- Bill Horner, III, Publisher, The Sanford Herald
- TBD to be appointed by the Steering Committee
- Bob Joyce and Crystal Morphis will serve as staff support to the Steering Committee
- The Steering Committee will organize subcommittees to engage a wider group of leaders as needed.
- Staff expertise will be called upon as needed in such areas as planning, education, etc.

4. County loan up to \$150,000 to the EDC to cover the cost of planning and private sector fundraising. An additional \$15,000 will be raised from the private sector for the efforts.

Organization's Program of Work	\$20,000
Organizational Development	\$15,000
Fundraising Assessment	\$30,000
Fundraising Campaign	\$100,000
Total Budget	\$165,000 (\$150,000 County loan + \$15,000 private sector)

- The Commissioner's strategic planning process is already underway. The Board committed funding. It is expected to be completed by June 30.
- The program of work for the new organization is expected to cost \$20,000, see attached scope of work that shows cost estimate.
- A fundraising assessment is expected to cost \$30,000.
- The organizational costs to create the new proposed combined corporation will cost approximately \$15,000.
- The Task Force recommends that Lee County loan the EDC up to \$150,000 to cover part of the cost of planning and fundraising. This will be seed funding for planning and to get the fundraising process started until pledges start to be fulfilled. An annual, five year repayment schedule is recommended. The loan agreement will include a clause that allows for a future request that the loan, or part of the loan, be forgiven but the County is under no obligation to forgive the loan.

5. Commit funding ongoing Economic Development Operations

- The Task Force feels that it will take a minimum of 9 months to get the Program of Work completed, form the New Corporation and start the fundraising process. This is estimated to be completed and approved by March 1, 2014, assuming the process starts by June 1, 2013. This will require all of the 5 Boards to have passed the Memorandum of Understanding by a supermajority before that date, but no later than May 15th. Any changes in these dates will result in a different timeline.
- The Task Force recommends that continuity must be maintained for the near future and that to insure stability that the County, City, and Town agree to current levels of funding of economic development at the same level for the next two years. This period of time will allow the Program of Work to be completed, fundraising completed, and seed funding for the new organization as it launches its first year of operations. The Task Force expects that more funding will be required in the future for Lee County to expand its scope of economic growth activity and for the county to become competitive in the region. The public sector may have to increase funding by as much as 25%, contingent upon the organization's demonstrated success in executing required functions and growing the economic base of Lee County, for the program of work to be carried out. The private sector will be required to fund the new organization and grow its contribution over time

for the program of work to be carried out. All future funding decisions will be subject to board approval of the respective funding partners.

- The EDC recommends retaining Creative EDC for interim services through December 31, 2013 with renewal options thereafter depending on how the deadlines are met.

6. Incentive Policy

In order for the New Economic Development Organization to operate in good faith with prospective employers it is agreed that the City of Sanford, Lee County and the Town of Broadway will adopt and present to this new organization their respective incentive policies. It is acknowledged that each governing body has flexibility if desired on a case by case basis. These policies will provide the guiding principles in this area for this new organization.

7. Timeline

During the timeline below, the new economic development organization will be formed and the framework developed parallel to the planning process.

May 2013	Initiate New Organization Program of Work Planning Process with a first draft due by October 1 st .
June 30, 2013	County strategic planning process complete.
July 1, 2013	Receipt of incentive and economic growth policies from Local Government Boards
November 30, 2013	Complete Program of Work and submit for approval
January 1, 2013	Submit New Economic Development Organization for approval
January 1, 2013	Case Statement Development and planning for Capital Campaign Starts
March 1, 2014	Capital Campaign planning Completed
March 1, 2014	New Economic Development Corporation starts with fully approved Plan of Work.
March 1, 2014	Initiate Lee County Economic Development Capital Campaign
October 31, 2014	Capital Campaign Complete and initial pledges start to be funded.

Exhibit A

Lee County Partnership for Economic Development An outline to develop a collaborate partnership for economic development.

Purpose of a Partnership for Economic Development

The purpose of creating a single entity – a public-private partnership for economic development – is to bring together the many organizations involved with economic development in a collaborative effort to achieve common goals and provide stakeholders with a maximum return on investment.

Mission of a Partnership for Economic Development

The Lee County Partnership for Economic Development, through its partners and stakeholders, will adopt a broad mission that encompasses the many strategies used to attract new business and grow existing business.

In some specific areas, such as streetscape improvements and downtown development, partners like the City of Sanford and Broadway will take the lead since these activities are most often a municipal function. In other cases, such as infrastructure development, the municipalities and County will take the lead. Although the lead agency may change depending on the project, economic development activities will be consistent with the strategic plan and overall vision of the Partnership. For example, downtown development in Sanford supports livability, fosters the recruitment of new business, increases property values, and boosts the tax base.

Economic development strategies will include:

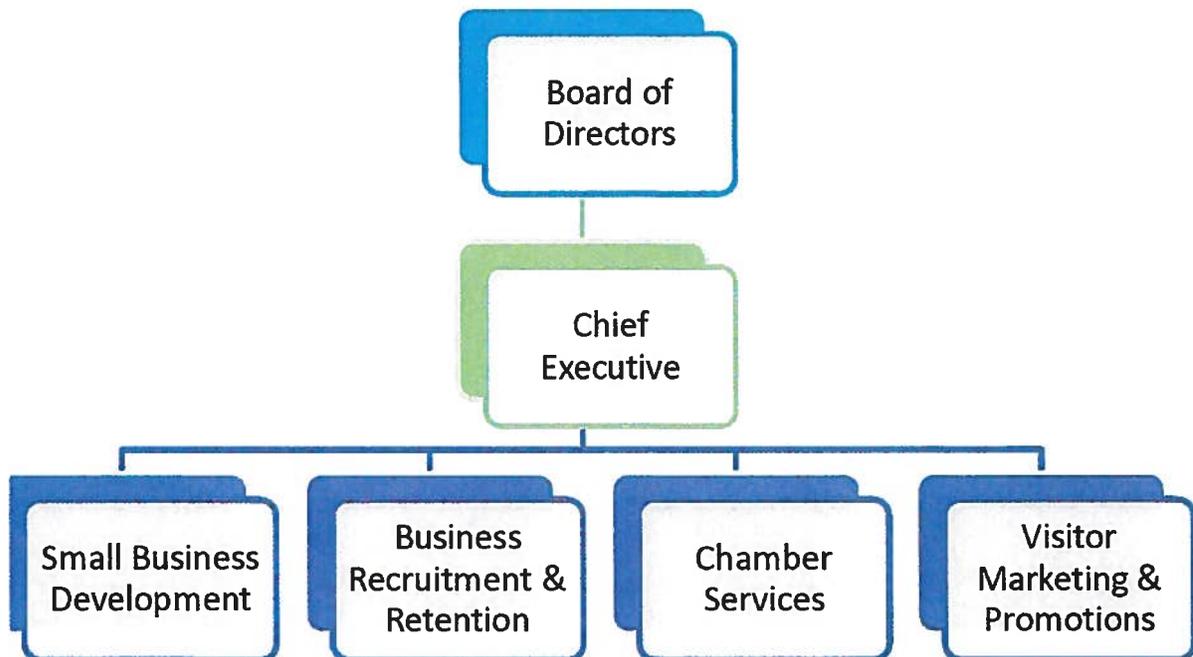
- Existing business retention and expansion
- Small business development and entrepreneurship
- Recruitment of new business
- Marketing and promotion
- Agri-business
- Product development
- Infrastructure development
- Downtown development
- Beautification and amenity development
- Internal marketing
- Retail development
- Visitor marketing and development
- Retiree recruitment

Partners in the Economic Development Organization

The Lee County Partnership for Economic Development will be made up of:

- Lee County
- City of Sanford
- Town of Broadway
- Former EDC
- Former Chamber of Commerce
- Private sector
- CCCC
- Lee County Schools
- And engage nonprofits, medical, civic, coop extension, and other allies

The organization would be formed by merging the Chamber of Commerce, EDC, and including key stakeholders like Lee County, municipalities, and educational institutions. This new organization will be collaborative, inclusive, transparent, and accountable. It could look something like this:



Joint Funding

Funding will come from the private sector, Lee County, Sanford, and Broadway. Private funds will include current Chamber of Commerce membership dues plus funds raised through an aggressive, five-year private sector fundraising campaign, as described by the 2011 fundraising assessment completed by the Chamber and the EDC. Public funds will be appropriated annually by the County and municipalities.

Based on many successful models, it is anticipated that future funding, above and beyond the current funding and staffing levels of the EDC and Chamber, will be needed to carry out the broad mission of the new organization to spur real, sustainable economic growth.

Next Steps

It is recommended that Lee County undertake a comprehensive economic development strategic planning process to map out the program of work for the Partnership, funds needed to carry out the strategic plan, and staffing model.

Building on the initial work of Second Century, Community Vision Initiative, EDC Marketing Plan, the Fundraising Report, and Lee County's report from Southern Growth Policies Board, this strategic planning process will yield multi-year goals, strategies, and actions that can be translated into a program of work for the Partnership for Economic Development. That program of work will then be approved by the local governments and used to raise funds from the private sector.

Implementation of the strategic plan will be carried out by the Partnership for Economic Development and its partners and allies.

Exhibit B

New Organization Program of Work Scope Submitted by Creative Economic Development Consulting, LLC

Steering Committee

A Steering Committee will be established with Lee County key stakeholders. The Steering Committee will guide the planning process. They will be charged with providing input, reviewing drafts, and approving the final deliverable.

Creative EDC will facilitate an initial meeting with the Steering Committee to review scope, timeline, deliverables, and the whole planning process.

Compilation of Previous Studies

There has been quality, substantial, and relevant planning work completed in Lee County. Creative EDC will compile information from the 2nd Century Project, the Chamber's visioning process, and the soon to be completed work by the County Commissioners through SBTDC and Southern Growth Policies Board.

There may also be other documents relevant to this process such as as land use plans, downtown development plans, streetscape plans, etc. And, since the Chamber will be a part of the new organization, the team will review Chamber annual reports and program of work.

Economic Snapshot

Typically, the Creative EDC team conducts an economic and demographic profile and benchmarks economic indicators with the region and state. Much of that work has already been done by SBTDC in the County's process. We believe we will only need to research a few more data points.

In addition to economic data, we will compile retail leakage information. This will be useful for small business development and chamber activities.

This is an example of a portion of the retail leakage information we gathered for another community.

Industry Summary	Demand (Retail Potential)	Supply (Retail Sales)	Retail Gap	Leakage/Surplus Factor	Number of Businesses
Total Retail Trade and Food & Drink (NAICS 44-45, 722)	\$179,833,737	\$126,281,907	\$53,551,830	17.5	181
Total Retail Trade (NAICS 44-45)	\$156,008,029	\$107,422,194	\$48,585,835	18.4	136

Total Food & Drink (NAICS 722)	\$23,825,708	\$18,859,713	\$4,965,995	11.6	45
Industry Group	Demand (Retail Potential)	Supply (Retail Sales)	Retail Gap	Leakage/Surplus Factor	Number of Businesses
Motor Vehicle & Parts Dealers (NAICS 441)	\$39,330,038	\$42,839,090	\$-3,509,052	-4.3	27
Automobile Dealers (NAICS 4411)	\$33,527,245	\$41,302,788	\$-7,775,543	-10.4	15
Other Motor Vehicle Dealers (NAICS 4412)	\$3,855,872	\$99,279	\$3,756,593	95.0	1
Auto Parts, Accessories, and Tire Stores (NAICS 4413)	\$1,946,921	\$1,437,023	\$509,898	15.1	11
Furniture & Home Furnishings Stores (NAICS 442)	\$5,402,289	\$1,926,160	\$3,476,129	47.4	6
Furniture Stores (NAICS 4421)	\$3,955,652	\$1,266,216	\$2,689,436	51.5	4
Home Furnishings Stores (NAICS 4422)	\$1,446,637	\$659,944	\$786,693	37.3	2
Electronics & Appliance Stores (NAICS 443/NAICS 4431)	\$2,382,002	\$755,471	\$1,626,531	51.8	6
Bldg Materials, Garden Equip. & Supply Stores (NAICS 444)	\$5,860,649	\$2,110,480	\$3,750,169	47.0	10
Building Material and Supplies Dealers (NAICS 4441)	\$5,160,742	\$2,110,480	\$3,050,262	41.9	10
Lawn and Garden Equipment and Supplies Stores (NAICS 4442)	\$699,907	\$0	\$699,907	100.0	0

SWOT Analysis

SBDTC and Southern Growth Policies Board conducted a thorough SWOT Analysis. Creative EDC will not duplicate this work. We will hold planning sessions with the Chamber Board, EDC board, and other stakeholders to build upon the work already done.

Planning Workshops

Creative EDC will engage the following groups in planning workshops to gather input into the Program of Work for the new organization:

- Steering Committee
- Chamber of Commerce Board of Directors
- EDC Board of Directors
- Lee County, Sanford, and Broadway
- Other key stakeholders in one group workshop

Product Improvement Recommendations

Product improvement recommendations will be based on an assessment performed in advance of the Strategic Planning Process. Creative EDC is already reviewing product for the EDC. Outcomes of the product assessment could result in recommendations to:

- Extend or enhance infrastructure
- Add additional acreage to existing sites
- Improve access
- Upgrade curb appeal
- Alter marketing message/position of the park/site
- Form public-private partnerships to enhance product
- Structuring real estate as part of an incentive package

Target Sectors

Creative EDC will review target sectors of the Research Triangle Regional Partnership and neighboring counties and identify which sectors would be a good fit for Lee County. This will be not a full target industry analysis study. Because of the size of Lee County, we believe we can capture cluster opportunities through a regional review.

Organizational Development

A strategic plan is only as effective as the organization tasked with carrying it out. Too often, good economic development strategies are left on the shelf because there are not enough resources for implementation. In order to ensure Lee County has the capacity for implementation, We will determine optimum staffing and budget levels, staff responsibilities, and organizational structure.

Economic Development Strategic Plan, Program of Work, and Organization Development Deliverables

The Lee County Strategic Economic Development Plan will be an integrated report that includes all of the elements of this scope of work. It is imperative that the resulting program of work be clearly defined, implementable, and efficient. It is imperative that the organization be transparent and roles and responsibilities outlined.

The big-picture outline of the end deliverable will look something like this:

Executive Summary

- An overview of the entire planning process.

Planning Steps

- Compiles all research, inputs, SWOT, and planning workshops

Organization

- Staff
- Budget
- Responsibilities
- Best practices

Economic Development Strategies

- Strategies could include: small business development, retail growth, amenity development, business recruitment, agri-business, redevelopment, and others

Implementation Plan

- Specific action steps, responsible parties, and budget will be outlined

Timeline and Measures

- Timeline for implementation
- Measurements for progress

Integration into Fundraising

Creative EDC will deliver a draft program of work for fundraisers to test in the marketplace. After the fundraising assessment, Creative EDC will finalize the draft based on investor input. For example, the draft program of work may require \$1.1M of funding a year but only \$900,000 can be raised from public and private sources. The strategic plan would be adjusted to fit the resources available.

Project Schedule



Budget

Creative EDC eliminated the cost for a SWOT by using the work of SBTDC. We reduced the typical cost of an economic and demographic assessment by using SBTDC previous work. This brought the cost of the strategic plan down from approximately \$38,000 to \$31,000.

Creative EDC is engaged to provide interim support services to Lee County. If our team is able to conduct workshops, update meetings, presentations, and interim report meetings during our time already on site, we can further reduce the cost of the strategic planning process.

Task	Cost Not Covered Through Interim Contract	Cost Covered Through Interim Contract
Compilation of Studies	\$2,000	
Economic Snapshot (lower cost by using SBTDC work)	\$1,000	
SWOT (no cost by using SBTDC work)	\$0	
Product Assessment	\$1,500	
Cluster Analysis	\$2,000	
Organizational Development	\$4,000	
Planning Workshops		\$7,600
Strategic Plan	\$7,300	
Update Meetings, Presentation		\$6,000
Total	\$17,400	\$13,600

Expenses are in addition to fees. If all onsite meetings are covered under the interim services contract, then there should be minimal additional fees (e.g. report printing).

Billing and Payment Terms

Creative EDC bills monthly as work is completed and expenses incurred. We will bill for the strategic plan separately than interim services for clarification. Invoices are payable within 30 days. Invoices not paid within 60 days are subject to late fees. Expenses are billed at net cost and mileage is billed at the IRS reimbursement rate.

Exhibit C

Memorandum of Understanding on Strategic Planning, Interim Operations, and Funding for Economic Development in Lee County, approval of Process to create New Economic Organization, actionable Program of Work, and appoint Steering Committee representatives.

The undersigned hereby agree to following and represent that this Memorandum of Understanding was passed by a supermajority of all of their respective Boards:

The County completes their Strategic Planning Process

Work begun by SBTDC and Southern Growth Policies Board should be continued. The resulting product, beginning with the outline provided to the County on March 18, will give the County a focus on overall goals, including economic development

The New Organization will complete a program of work and organization development.

A proposed scope of work for a program of work planning process is attached as Exhibit B.

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The County, City, Town, EDC, and Chamber approve their representatives to the Steering Committee.

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Fundraising Assessment	\$30,000
Fundraising Campaign	\$100,000
Total Budget	\$165,000 (\$150,000 County loan + \$15,000 private sector)

- The Commissioner's strategic planning process is already underway. The Board committed funding. It is expected to be completed by June 30.
- The program of work for the new organization is expected to cost \$20,000, see attached scope of work that shows cost estimate.
- A fundraising assessment is expected to cost \$30,000.
- The organizational costs to create the new proposed combined corporation will cost approximately \$15,000.
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Commit funding ongoing Economic Development Operations

- The Task Force feels that it will take a minimum of 9 months to get the Program of Work completed, form the New Corporation and start the fundraising process. This is estimated to be completed and approved by March 1, 2014, assuming the process starts by

June 1, 2013. This will require all of the 5 Boards to have passed the Memorandum of Understanding by a supermajority before that date, but no later than May 15th. Any changes in these dates will result in a different timeline.

- The Task Force recommends that continuity must be maintained for the near future and that to insure stability that the County, City, and Town agree to current levels of funding of economic development at the same level for the next two years. This period of time will allow the Program of Work to be completed, fundraising completed, and seed funding for the new organization as it launches its first year of operations. The Task Force expects that more funding will be required in the future for Lee County to expand its scope of economic growth activity and for the county to become competitive in the region. The public sector may have to increase funding by as much as 25%, contingent upon the organization’s demonstrated success in executing required functions and growing the economic base of Lee County, for the program of work to be carried out. The private sector will be required to fund the new organization and grow its contribution over time for the program of work to be carried out. All future funding decisions will be subject to board approval of the respective funding partners.
- The EDC recommends retaining Creative EDC for interim services through December 31, 2013 with renewal options thereafter depending on how the deadlines are met.

Incentive Policy

In order for the New Economic Development Organization to operate in good faith with prospective employers it is agreed that the City of Sanford, Lee County and the Town of Broadway will adopt and present to this new organization their respective incentive policies. It is acknowledged that each governing body has flexibility if desired on a case by case basis. These policies will provide the guiding principles in this area for this new organization.

Timeline

During the timeline below, the new economic development organization will be formed and the framework developed parallel to the planning process.

May 2013	Initiate New Organization Program of Work Planning Process with a first draft due by October 1 st .
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March 1, 2014	New Economic Development Corporation starts with fully approved Plan of Work.
March 1, 2014	Initiate Lee County Economic Development Capital Campaign
October 31, 2014	Capital Campaign Complete and initial pledges start to be funded.

Agreed to and approved by:

Lee County Board of Commissioners

_____ Date
By: Charles Parks, Chair

Sanford City Council

_____ Date
By: Cornelia Olive, Mayor

Broadway Town Council

_____ Date
By: Donald Andrews, Mayor

Sanford Chamber of Commerce

_____ Date
By: Bob Joyce, President

Lee County Economic Development Corporation

_____ Date
By: Donald Oldham, Chair

Resolution Adopting the City of Sanford 2013 Voluntary Early Retirement Incentive Program (ERIP)

WHEREAS, the Lee County Board of Commissioners has voted to change the method of sales tax distribution with the City of Sanford from the per capita method to the ad valorem method resulting in an approximately 1.4 million dollar loss of revenue to the City of Sanford; and

WHEREAS, due to the economic downturn, the City of Sanford is facing financial instability and is implementing strategies and programs to assist with costs savings; and

WHEREAS, in recognition of the years of service provided to the City of Sanford by its employees, the Sanford City Council desires to adopt a Voluntary Early Retirement Incentive Program to reward those employees who meet the qualifications for service retirement (unreduced or reduced) under the North Carolina Local Governmental Employees' Retirement System (NCLGERS); and

WHEREAS, said Program will be offered to those who apply by August 1, 2013 with a retirement effective date of October 1, 2013.

NOW, THEREFORE, BE IT RESOLVED by the Sanford City Council that:

1. The administration of the City of Sanford is authorized to offer a Voluntary Early Retirement Incentive Program to employees who meet the qualifications for service retirement (unreduced or reduced) under the NCLGERS by October 1, 2013.
2. Employees must notify the Human Resources Director by August 1, 2013 of their intent to retire, with a retirement date of October 1, 2013, in order to participate in the 2013 Voluntary Early Retirement Incentive Program.
3. In appreciation of their service provided to the City of Sanford, employees who apply as set forth above for retirement shall receive an incentive in the form of a severance payment, to be paid based upon years of service as follows:

<u>Years of Service</u>	<u>Severance Payment</u>
<1 year	2 weeks of salary
1, but less than 5 years	4 weeks of salary
5, but less than 10 years	6 weeks of salary
10, but less than 20 years	8 weeks of salary
20, but less than 30 years	12 weeks of salary
30 or more years	16 weeks of salary

4. To participate, employees must complete and sign the Election and Release Form and Notice of Voluntary Retirement on or before August 1, 2013.

5. Guidelines for the Program are available in the Human Resource Department.
6. This Program is strictly voluntary.
7. The City Manager may revoke and eliminate this 2013 Voluntary Early Retirement Incentive Program at any time prior to its initiation on August 1, 2013, if he finds that implementation would not be beneficial and cost effective for the City. In the event the Program is terminated, employees may withdraw their notice of intent to retire.
8. The City of Sanford recognizes the contribution of its employees and appreciates their service to the City.

ADOPTED this 7th day of May 2013.

Cornelia P. Olive, Mayor

Attest:

Bonnie D. White, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF LEE

**WAIVER OF VIOLATION OF
RESTRICTIVE COVENANTS**

This Waiver of Violation of Restrictive Covenants made and entered into the 7th day of May 2013, by **City of Sanford (City)**, hereinafter called Declarant and **Habitat for Humanity of the Sanford Area, NC, Inc.** (Habitat), hereinafter called Grantee;

WITNESSETH:

That Whereas, the City of Sanford inserted Restrictive Covenants into the Deed recorded in Deed Book 1047 at Page 902 when it conveyed 1405 Hudson Avenue (also known as Block Q Lots 3C and 4 of Brick Capital Redevelopment Area) to Habitat for Humanity of the Sanford Area, NC, Inc. The said restrictions are recorded in Deed Book 1047 at Page 895 in the Office of the Register of Deeds of Lee County and;

That the restrictive covenants contained subsequent conditions in paragraph 7 (b), a portion of which states that “Habitat or its successor in interest shall default in or violate its obligation by not completing construction within five years from the date of this agreement, or” which will trigger a right of re-entry by the City; and

Whereas, Grantees are now the owners of said property and have requested Declarant to waive the violation of the covenant restricting the construction within five years.

NOW THEREFORE, in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, Declarant for itself and its successors does hereby waive the restriction contained in paragraph 7 (b), which reads: “Habitat or its successor in interest shall default in or violate its obligation by not completing construction within five years from the date of this agreement, or” and violation of the same is waived and released.

Except as waived herein, the remaining covenants remain in full force and effect.

IN WITNESS WHEREOF, the City of Sanford, has caused this Waiver of Violation of Restrictive Covenants to be signed in its name by its Mayor, and attested by

its City Clerk and Habitat for Humanity of the Sanford Area, NC., Inc. has caused these Restrictive Covenants to be signed in its name by its President, and its Corporate Seal to be hereto affixed and attested by its Secretary, the day and year first above written.

CITY OF SANFORD

BY: _____
Cornelia P. Olive, Mayor

(Corporate Seal)

ATTEST:

Bonnie D. White, City Clerk

HABITAT FOR HUMANITY OF
THE SANFORD AREA, NC, INC.

BY: _____

(Corporate Seal)

ATTEST:

Secretary

STATE OF NORTH CAROLINA
COUNTY OF LEE

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

Witness my hand and official seal, this the _____ day of May 2013.

_____(SEAL)
Notary Public

My Commission Expires: _____

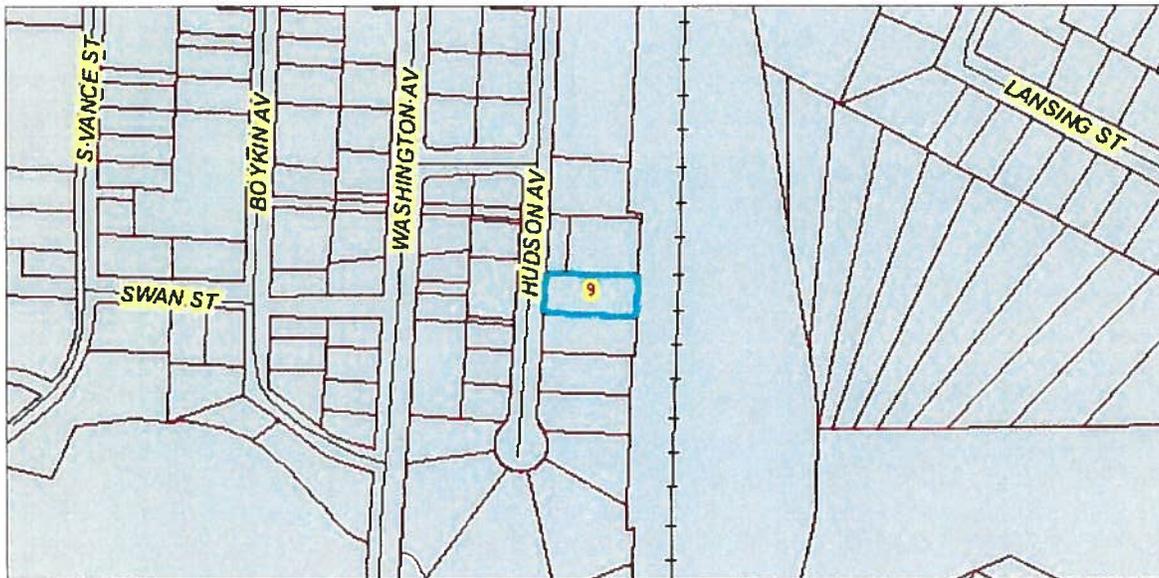
STATE OF NORTH CAROLINA
COUNTY OF LEE

I, _____, a Notary Public of said County and State, do hereby certify that _____, personally came before this day and acknowledged that he/she is the Secretary of Habitat for Humanity of the Sanford Area, NC, Inc., a corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself/herself as its Secretary.

Witness my hand and official seal, this the _____ day of May 2013.

_____(SEAL)
Notary Public

My Commission Expires: _____



Parcels

OWNER:	HABITAT FOR HUMANITY OF THE SFD AREA INC	OWNER:		PIN:	9642-74-2417-00
ACRES:	0.307008	LEGAL1:	LOT 4, 3C BLK Q	LEGAL2:	PC 4/183
LEGAL3:	705/529(RD CLOSING)	ZONING:	R-6	New Field:	
Assessed Land:	4000	Assessed Building:	40700	Assessed Total:	44700
SALE DATE:	9/14/2006 12:00 AM	TAX DISTRICT:	CSF	ADDRNO:	1405
ADDR 2:		ADDR DIR:		ADDR PRE:	
ADDR STREET:	HUDSON	ADDR SUF:	AVE	PARCEL ADDRESS:	1405 HUDSON AVE
MAIL ADDRESS:		MAIL SUFFIX:		MAIL STREET DIR:	
MAIL STREET:	PO BOX 3821	MAIL CITY:	SANFORD	MAIL STATE:	NC
MAIL ZIP:	27331	SUBDIVISION:	REDEVELOPMENT AREA	SUBDIVISION NUM:	REA
DWELLING STYLE:	R	DWELLING YRBLT:	2012	DWELLING SFLA:	1008
DWELLING DESCR:	RANCH	DWELLING CARD:	1	BOOK:	1047
PAGE:	902	APPRAISED BLDG:	40700	APPRAISED LAND:	4000
APPRAISED TOTAL:	44700	SALE PRICE:	0	OUT BLDG AREA:	0
OUT BLDG YRBLT:	0	OUT BLDG DESCRIB:		OUT BLDG CARD:	0

1:324 feet

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow



FILED
LEE COUNTY
MOLLIE A. MCINNIS
REGISTER OF DEEDS

FILED Sep 14, 2006
AT 01:55:01 pm
BOOK 01047
START PAGE 0895
END PAGE 0901
INSTRUMENT # 09026

BK:01047 PG:0895

**AGREEMENT TO PURCHASE
CITY OF SANFORD REDEVELOPMENT LAND**

NORTH CAROLINA

RESTRICTIVE COVENANTS AND
PURCHASE AGREEMENT

LEE COUNTY

Return to: Harrington, Gillelard & Winstead

THIS AGREEMENT, made and entered into this 26 day of September, 2002 between the City of Sanford, North Carolina (City), and Habitat for Humanity, Sanford, NC Area, Inc. (HABITAT) a nonprofit corporation organized for the purpose of providing housing for low to moderate income persons, provides for the conveyance of lots by the City to HABITAT for the construction of single family homes for sale to low to moderate income households in accordance with the following conditions:

WITNESSETH:

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

1. The property which is subject to the terms of the contract is described as follows:

(See attached description - Attachment B Schedule 1)

2. Prior to the conveyance of the property by the City to HABITAT, HABITAT will enter into agreements with the City regarding the development of the property.
3. Subject to all terms, covenants, and conditions of this Agreement, the City will sell the property to HABITAT for, the HABITAT will purchase the property from the City and pay therefore, the amount of four hundred and no/100 dollars (\$ 400.00), hereinafter called "purchase price," to be paid in cash or by certified check simultaneously with the delivery of the deed conveying the property to HABITAT. The city agrees to waive the water and sewer tap fees for each lot where said taps have been installed prior to this Agreement.
4. The City shall deliver the deed and possession of the property to HABITAT on October 31, 2002 or such earlier date as the parties hereto may mutually agree. Conveyance shall be made at the principal office of the City and HABITAT shall accept the conveyance and pay the purchase price, portion of current taxes, and fees necessary for recordation of the deed at the Lee County Registry.

5. The City shall convey to HABITAT the property by Special Warranty Deed. HABITAT shall pay to record the deed and this agreement. HABITAT shall also pay for the revenue stamps. HABITAT's attorney is responsible for securing title insurance for the purchaser as well as acting as closing attorney.
6. HABITAT agrees for itself, its successors, and assigns that it will not discriminate upon the basis of race, color, religion, sex, or national origin in the sale, lease or rental, or in the use or occupancy of the property or any improvements located or erected thereon.
7. HABITAT agrees that the property shall be subject to the following subsequent conditions and right of reentry.
 - a) HABITAT or its successor in interest shall fail to construct the single family houses in accordance with the design standards contained in Attachment A, and the plans and specifications included as Attachment B, and any such violation shall not be cured within sixty (60) days after written demand by the City to do so; or
 - b) HABITAT or its successor in interest shall default in or violate its obligation by not completing construction within five years from the date of this agreement; or
 - c) HABITAT or any successor in interest shall fail to pay real estate taxes or assessments on the property or any part thereof when due, or shall place thereon or allow to attach any encumbrance or lien not authorized by the City, and such taxes or assessments shall not have been paid, (or the encumbrance or lien removed or discharged or provision satisfactorily made with the City for such payment, removal, or discharge, within sixty (60) days after written demand by the City to do so; or
 - d) There is any transfer of the property or any part thereof, or any change in ownership or degree of ownership or the identity of the parties in control of HABITAT, and such violation shall not be cured within sixty (60) days after written demand by the City to HABITAT,

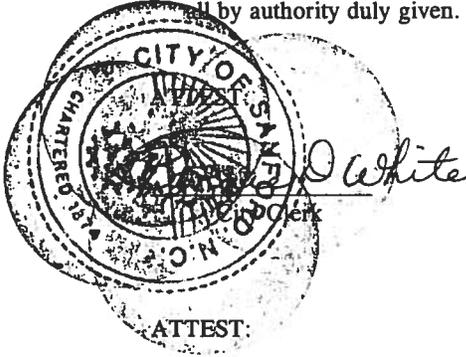
then the City shall have the right to reenter and take possession of the property and to terminate the interest of HABITAT or its assigns or successors in interest in the property and revert title to the property in the City, it being the intent of this provision that the title of HABITAT is subject to a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by HABITAT specified in Subsections (a), (b), (c), and (d) above, failure on the part of HABITAT to remedy, end or abrogate such default,

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

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

- f) The City may waive violations or terminate any of the foregoing restrictions at any time.
 - g) The restrictive covenants are to run with the property by whoever owned.
10. That this agreement shall be recorded simultaneously with the recording of the deed from the City to HABITAT.

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



CITY OF SANFORD, NORTH CAROLINA

By: Winston C. Beets
Mayor

Secretary

HABITAT FOR HUMANITY,
SANFORD, NC AREA, INC.
[Signature]
President

STATE OF NORTH CAROLINA

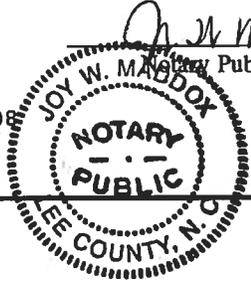
COUNTY OF Lee

I, Joy W. Maddox, a Notary Public of said County and State, do hereby certify that Tony Lett personally came before me this day and acknowledged that he/she is President ~~Secretary~~ of HABITAT for Humanity, Sanford NC Area Inc., a corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President ~~sealed with its corporate seal, and attested by himself/herself as its~~ ~~Secretary~~.

Witness my hand and official seal, this the 14th day of September 2006

Joy W. Maddox (Seal)
Notary Public

My Commission Expires: 4/24/08



STATE OF NORTH CAROLINA

COUNTY OF Chatham

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

Witness my hand and official seal, this the 26th day of September 2002.

Angela M Baker (Seal)
Notary Public

My Commission Expires: 11-26-2005



ATTACHMENT A

MINIMUM DEVELOPMENT STANDARDS

SINGLE FAMILY DEVELOPMENT

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

BK:01047 PG:0901

ATTACHMENT B

PLANS AND SPECIFICATIONS

The City's Planning and Development Department will review and approve plans for house prior to construction.

SCHEDULE 1

DESCRIPTION OF PROPERTY

The lots are described as all that certain parcel or parcels of land shown on Disposal Plat Section II, Washington Park Redevelopment Area as recorded Lee County Register of Deeds, Plat Book 17, Page 19, on the 19th day of December, 1986, SANFORD, County of Lee, State of North Carolina, more particularly described as follows:

<i>Street Location</i>	<i>Block & Parcel</i>	<i>Area in Square Ft.</i>
Hudson Avenue	Q 3C and 4	13,164

Total Bid Price

\$ 400

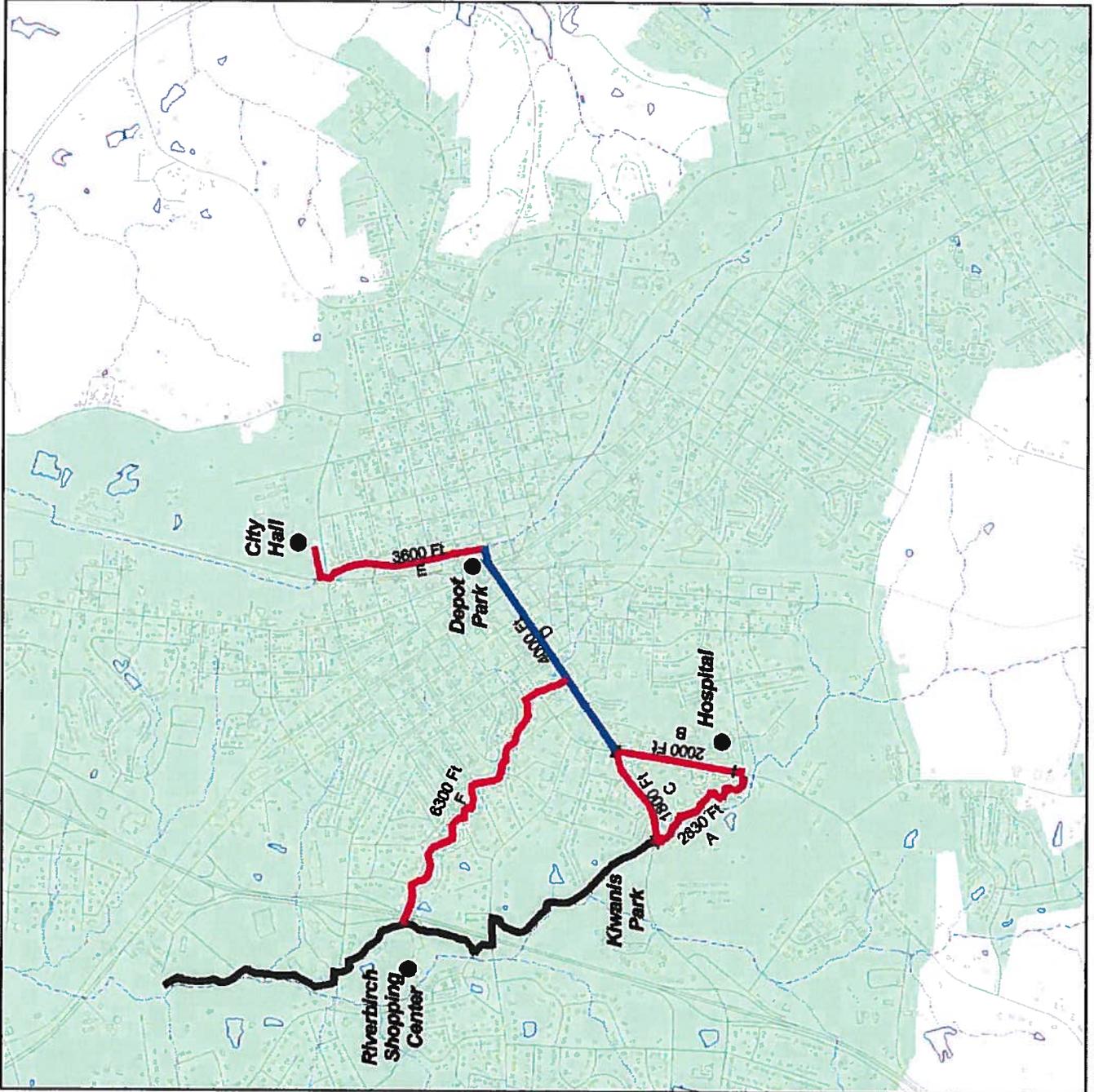
Potential General Obligation Bond Referendum

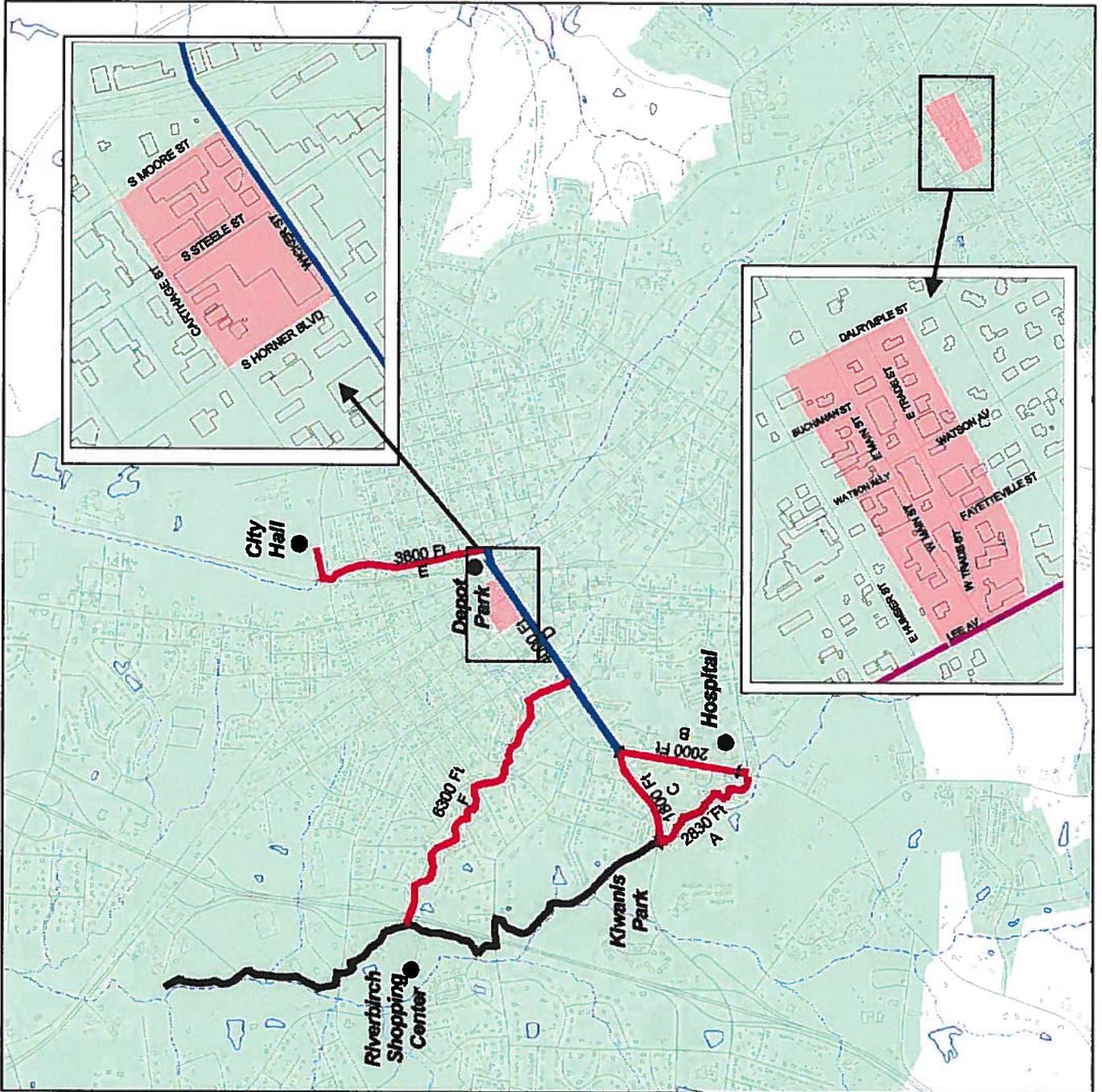


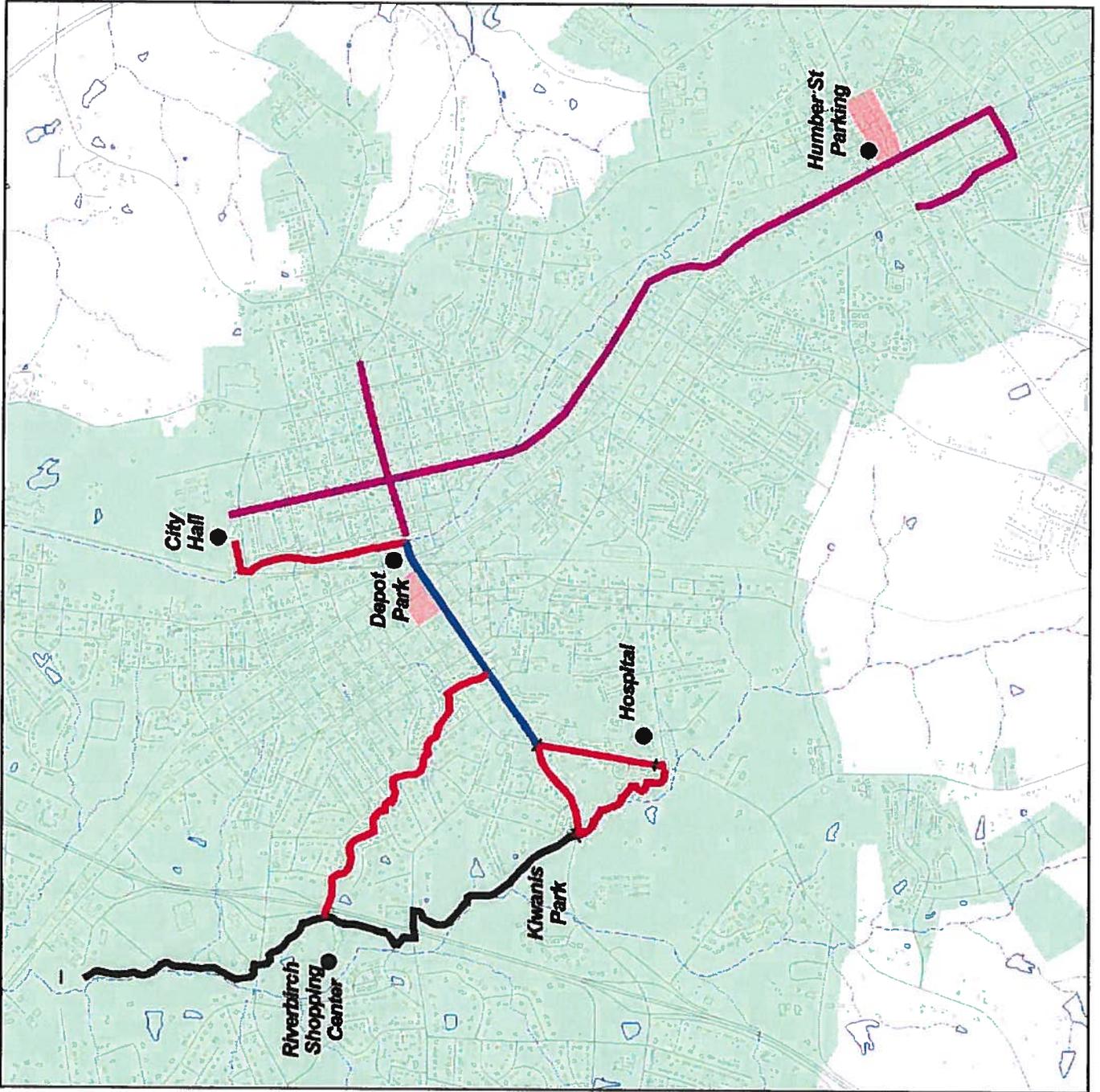
Vic Czar
April 17, 2013

Potential Bond Items

1. Greenway
2. Streetscape
3. Sidewalk
4. Recreation
5. Public Safety
6. ????







Improvement Items

Greenway		\$5,000,000
Streetscape		\$6,500,000
Downtown	\$5,000,000	
Jonesboro	\$1,500,000	
Sidewalk		\$2,000,000
Recreation		\$2,000,000
Public Safety Bldg		\$6,000,000
		\$21,500,000

City of Sanford, North Carolina
 Summary of General Obligation New Money Financing Options
 MMD as of April 11, 2013 +75bps

Year	\$10 Million			\$15 Million			\$25 Million		
	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service
6/30/2015	\$ 500,000	\$ 167,200	\$ 667,200	\$ 750,000	\$ 250,800	\$ 1,000,800	\$ 1,250,000	\$ 418,000	\$ 1,668,000
6/30/2016	500,000	180,400	680,400	750,000	270,600	1,020,600	1,250,000	451,000	1,701,000
6/30/2017	500,000	177,950	677,950	750,000	266,925	1,016,925	1,250,000	444,875	1,694,875
6/30/2018	500,000	174,800	674,800	750,000	262,200	1,012,200	1,250,000	437,000	1,687,000
6/30/2019	500,000	170,900	670,900	750,000	256,350	1,006,350	1,250,000	427,250	1,677,250
6/30/2020	500,000	166,050	666,050	750,000	249,075	999,075	1,250,000	415,125	1,665,125
6/30/2021	500,000	160,200	660,200	750,000	240,300	990,300	1,250,000	400,500	1,650,500
6/30/2022	500,000	153,300	653,300	750,000	229,950	979,950	1,250,000	383,250	1,633,250
6/30/2023	500,000	145,350	645,350	750,000	218,025	968,025	1,250,000	363,375	1,613,375
6/30/2024	500,000	136,500	636,500	750,000	204,750	954,750	1,250,000	341,250	1,591,250
6/30/2025	500,000	126,800	626,800	750,000	190,200	940,200	1,250,000	317,000	1,567,000
6/30/2026	500,000	116,400	616,400	750,000	174,600	924,600	1,250,000	291,000	1,541,000
6/30/2027	500,000	105,350	605,350	750,000	158,025	908,025	1,250,000	263,375	1,513,375
6/30/2028	500,000	93,600	593,600	750,000	140,400	890,400	1,250,000	234,000	1,484,000
6/30/2029	500,000	81,250	581,250	750,000	121,875	871,875	1,250,000	203,125	1,453,125
6/30/2030	500,000	68,450	568,450	750,000	102,675	852,675	1,250,000	171,125	1,421,125
6/30/2031	500,000	55,300	555,300	750,000	82,950	832,950	1,250,000	138,250	1,388,250
6/30/2032	500,000	41,850	541,850	750,000	62,775	812,775	1,250,000	104,625	1,354,625
6/30/2033	500,000	28,150	528,150	750,000	42,225	792,225	1,250,000	70,375	1,320,375
6/30/2034	500,000	14,200	514,200	750,000	21,300	771,300	1,250,000	35,500	1,285,500

Total \$ 10,000,000 \$ 2,364,000 \$ 12,364,000 \$ 15,000,000 \$ 3,546,000 \$ 18,546,000 \$ 25,000,000 \$ 5,910,000 \$ 30,910,000

True Interest Cost: 2.24%

