

CITY COUNCIL AGENDA
CITY OF SANFORD, NORTH CAROLINA
January 7, 2020 6:00 P.M., CITY HALL



1. MEETING CALLED TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

5. APPROVAL OF AGENDA

6. CONSENT AGENDA

Approval of City Council Meeting Minutes Dated December 3, 2019 – (Pages 3 - 8)

7. SPECIAL AGENDA

8. CASE FOR PUBLIC HEARING

Public Hearing on an Economic Development Project – Project Jupiter – (Page 9)

- Consider Approval of Agreement Regarding Incentive Funds by and Between the City of Sanford, North Carolina and Project Jupiter – (Pages 10 - 22)

9. DECISIONS ON PUBLIC HEARING

A. Consider Application by Lee County - to rezone 1.3 + acres, being a portion of a 21.3-acre tract addressed as 1905 Colon Road, from Residential Agricultural (RA) to Heavy Industrial (HI). The subject property is identified as a portion of Tax Parcel 9655-30-3668-00 as depicted on Lee County Tax Map 9655.03. – (Pages 23 – 27)

- Vote to Approve a Statement on Long Range Plan Consistency as it Relates to this Rezoning Request
- Consider Vote to Approve or Deny the Rezoning Request – Consider Adoption of Ordinance Amending the Official Zoning Map of the City of Sanford, North Carolina – (Pages 28 – 30)

B. Consider Application by Johnathan Mark Brady, for property owned by the Versie S. Brady Life Estate, to rezone 1.1 ± acres comprised of three tracts of land developed with a single-family dwelling addressed as 217 Amos Bridges Road from Residential Restricted (RR) to Residential Restricted (RR). The subject property is identified as Tax Parcels 9644-67-4061-00, 9644-66-3981-00, and 9664-66-2964-00 as depicted on Lee County Tax Map 9642.12 and illustrated on a 2019 recombination plat labeled Property of/Recombination for Johnathan Mark Brady recorded at Plat Cabinet 2019, Slide 76 of the Lee County Register of Deeds Office. – (Pages 31 - 34)

- Vote to Approve a Statement on Long Range Plan Consistency as It Relates to This Rezoning Request
- Consider Vote to Approve or Deny the Rezoning Request – Consider Adoption of Ordinance Amending the Official Zoning Map of the City of Sanford, North Carolina – (Pages 35 - 36)

10. REGULAR AGENDA

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

- A. Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2019-2020 – (Utility Fund Administration) - (Pages 37 - 38)
- B. Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2019-2020 – (Planning/HPC) - (Pages 39 - 40)
- C. Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2019-2020 – (Code Enforcement) – (Pages 41 – 42)

12. OTHER BUSINESS

13. ADJOURNMENT

**MINUTES OF MEETING and
ORGANIZATIONAL SESSION OF THE
CITY COUNCIL OF THE CITY OF SANFORD
SANFORD, NORTH CAROLINA**

The City Council met at the Sanford Municipal Center, 225 E. Weatherspoon Street, on Tuesday, December 3, 2019, at 6 p.m., in Council Chambers. The following people were present:

Mayor T. Chet Mann

Council Member Byron Buckels

Council Member Jimmy Haire

Council Member Charles Taylor

City Manager Hal Hegwer

City Clerk Bonnie Davis

Mayor Pro Tem Rebecca Wyhof Salmon

Council Member Sam Gaskins

Council Member Norman Charles Post, III

Council Member James Williams

City Attorney Susan Patterson

Deputy City Clerk Vicki Cannady

ORGANIZATIONAL SESSION

Oaths of Office

Mayor Mann called the organizational session to order and introduced the Honorable Paul A. Holcombe III, North Carolina District Court Judge, who administered the oath of office to Council Member Charles McLamb Taylor (Ward 2); the Honorable Robert T. Reives, II, North Carolina Representative, who administered the oath of office to Council Member Byron Moses Buckels (Ward 4); and the Honorable Gerald Arnold, Former Chief Judge of the North Carolina Court of Appeals, who administered the oath of office to Council Member Rebecca Wyhof Salmon (Ward 5). Mayor Mann administered the oath of office to Council Member Jimmy Haire (At-Large).

MEETING CALLED CALL TO ORDER

Mayor Mann called the meeting to order. Reverend Brad Simpson of First Presbyterian Church, Sanford, led the invocation, and the Pledge of Allegiance was recited.

APPOINTMENT OF MAYOR PRO TEMPORE

Mayor Mann entertained a motion to elect a Mayor Pro Tempore. Council Member Salmon nominated Sam Gaskins and Council Member Taylor nominated Byron Buckels. Council Member Salmon made the motion to close the nominations; the motion was seconded by Council Member Taylor and it carried unanimously. With a vote of four to three, Byron Buckels was appointed as Mayor Pro Tem. Council Members Charles Taylor, James Williams, Jimmy Haire and Byron Buckels voted for Byron Buckels. Voting in favor of Sam Gaskins were Council Members Norman Charles Post III, Rebecca Salmon and Sam Gaskins.

PUBLIC COMMENT – (Exhibit A)

Kirk Smith, residing at 3108 Avents Ferry Road, encouraged Council to support the rezoning request by Ascend Leadership Academy.

APPROVAL OF AGENDA

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

SPECIAL AGENDA

Proclamation Recognizing Kate Rumely on Her Retirement from Brick Capital Community Development Corporation (Exhibit B)

Mayor Mann read and presented Kate Rumely a proclamation recognizing her service to Brick Capital Community Development Corporation (BCCDC) and the citizens of Sanford to provide affordable housing for persons of low and moderate income, renovating W. B. Wicker School and assisting with the construction of 29-bed domestic violence shelter and offices for HAVEN of Lee County. Kerry Bashaw will be the new director of BCCDC.

DECISIONS ON PUBLIC HEARING

Application by Lee County to rezone one 98.24 + acre tract of land addressed as 192/348 Tabitha Lane, a private road off of Colon Road, from Light Industrial (LI) to Heavy Industrial (HI). The subject property is identified as Tax Parcel 9655-21-2728-00 as depicted on Lee County Tax Map 9655.03 (Exhibit C)

Community Development Director Marshall Downey explained the rezoning request is from Light Industrial to Heavy Industrial. This is the property that Lee County owns and is partnering with the City in terms of Project Forge. Community Development Director Marshall Downey explained that the Planning Board recommended unanimously to approve the request; however, the Planning Board did recognize that the Heavy Industrial as proposed does not conform to the Land Use Plan. However, because it was and has been used as a contractor's shop and is zoned Light Industrial, the Planning Board did recommend the change to Heavy Industrial.

- **Statement on Long Range Plan Consistency as it Relates to this Rezoning Request**

Council Member Salmon stated that the request for Heavy Industrial zoning does not conform with the recommendation of the long-range plan designation of Suburban Neighborhood (even though the subject property is currently zoned Light Industrial and was previously used as a local contractor's shop); therefore, she made a motion that the request is not consistent with the adopted comprehensive plan. The motion was seconded by Council Member Post and carried unanimously.

- **Ordinance Amending the Official Zoning Map of the City of Sanford, North Carolina (Exhibit D)**

Council Member Gaskins made a motion that the proposed zoning map amendment is reasonable and in the public interest because the subject property is currently zoned Light Industrial (LI) and was previously used as a local contractor's shop. As such, there is a reasonable expectation that the property would continue to be used for industrial purposes. Additionally, with the proposed extension of public water and sewer and annexation into the City, it does appear reasonable to consider the request for Heavy Industrial zoning; therefore, he made the motion to approve the request to rezone one 98.24 + acre tract of land addressed as 192/348 Tabitha Lane, from Light Industrial to Heavy Industrial. The motion was seconded by Council Member Post and it carried unanimously.

Application by Schoolhouse Sanford, LLC, to update the site plan for the Ascend Leadership Academy Conditional Zoning District at 283 Harvey Faulk Road. The subject property is one 22.98 + acre tract of land developed with Ascend Leadership Academy charter school addressed as 283 Harvey Faulk Road and two single-family homes addressed as 3930/3934 NC 87 Highway and identified as Tax Parcel 9661-22-8224-00 as depicted on Lee County Tax Map 9661.03. If approved,

the site would be rezoned to the Ascend Leadership Academy Conditional Zoning District – Revision #1 (Exhibit E)

Community Development Director Marshall Downey explained that the Planning Board recommended to approve the rezoning request to update the conditional zoning plan for Ascend Leadership Academy Conditional Zoning District to add more facilities to the school.

- Statement on Long Range Plan Consistency as it Relates to this Rezoning Request

Council Member Gaskins made the motion that the proposed design appears to comply with the Plan SanLee “Mixed Use Activity Area” place type, which is designed to facilitate development of large scale integrated mix of uses (such as the existing local businesses and the school) within close proximity to highway interchanges and major arterials (NC Highway 87 South/Harvey Faulk Road/Commerce Drive), and promoted master planning with strong mobility linkages that are contextually integrated into surrounding development pattern; therefore, he made a motion that the request is consistent with the adopted long-range plan. The motion was seconded by Council Member Salmon and carried unanimously.

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

Council Member Salmon made a motion that the proposed zoning map amendment is reasonable and in the public interest because it is consistent with the current development of the site and the adopted land use plan; the site has access to public water and streets; the site is developed with a school that proposes to extend/connect to public sewer; and the site is located in a busy area with new development between Harvey Faulk Road and NC Highway 87. Therefore, she moved to approve the request to rezone Ascend Leadership Academy Conditional Zoning District Revision #1 to allow the site plan to be updated for expansion of the existing charter school. The motion was seconded by Council Member Buckels and it carried unanimously.

REGULAR AGENDA

Design-Build Method Selection Criteria for Project Forge – Roadway and Waterline (Exhibit G)

Management Analyst Holly Marosites explained that clearing and grading are underway for the Project Forge site pad. As the next step, the City needs to begin the process for the construction of an access road and water line to accommodate this site. Construction of the waterline and access road must be completed by July 1, 2020. Because of time constraints, staff recommends the design-build methodology which will create faster procurement, design and construction for this project. She reminded Council that this is the same methodology that was previously approved for the site development component of this project. Per the General Statutes, the first step in the design-build process must be the approval of the criteria used to determine that design-build is the appropriate procurement method for a project. These criteria are included in Council’s packet (Pages 23 through 25). Once a team has been selected for this project, and the contract been negotiated, that contract will come back to Council for approval. In this case, time is of the essence and, is imperative that we continue to move forward with this project in order to meet the guidelines agreed upon between the City and the company. To meet our commitment, we need to utilize the design-build procurement method for the road and waterline. Tonight, Council would be approving the method criteria which is the first step in the process.

Council Member Gaskins made a motion to approve the Design-Build Method Selection Criteria for Project Forge – Roadway and Waterline. Seconded by Mayor Pro Tem Buckels, the motion carried unanimously.

NEW BUSINESS

Community Development Project Ordinance Amendment – Shelter (Exhibit H)

Community Development Manager Karen Kennedy explained that the ordinance amendment appropriates \$8,500 to increase the funds that Council appropriated a few weeks ago for the repair work on the roof of the Bread of Life facility (it is the auditorium part where the extreme weather shelter is in). We awarded the project to the low bidder and due to some concerns, we have had to withdraw that notice to proceed and go to the second lowest bidder and we need the extra funds to meet their bid. The original bidder was not a licensed contractor. The total cost is \$25,500.

Mayor Pro Tem Buckels made a motion to approve the Community Development Project Ordinance Amendment – Shelter. Seconded by Council Member Taylor, the motion carried unanimously.

Preliminary Plat Labeled “Sanford Commons, 2515 S. Horner Blvd.” for a three-lot major subdivision to create two outparcels at the former K-Mart site that was recently converted into a shopping center. Public sanitary sewer must be extended to serve the two new outparcels; therefore, this is a major subdivision that must be reviewed/approved by the Planning Board and City Council (Exhibit I)

Community Development Director Marshall Downey explained that this is a request to approval a preliminary subdivision plat. It is for two outparcels for the new Sanford Commons (former Kmart site). The main reason it has to come before the Planning Board and Council is because it is extending a sewer main; therefore, it needs approval from Council. The Planning Board recommended approval of the preliminary plat. These two parcels are for Popeyes and the relocation of Biscuitville.

Council Member Salmon made the motion to approve the Preliminary Plat labeled “Sanford Commons, 2515 S. Horner Blvd.” Seconded by Mayor Pro Tem Buckels, the motion carried unanimously.

Request for Letter of Credit for \$79,400 to Guarantee Uninstalled Improvements for the Sanford Commons Shopping Center Subdivision (Exhibit J)

Community Development Director Marshall Downey explained that a letter of credit has been submitted for the project as the developer would like to move forward and work with the potential client and get the plat recorded. They submitted a letter of credit to the City for bonding/guaranteeing the sewer work at 125 percent of the cost for that work, which is \$79,400.

Council Member Gaskins made the motion to approve the Request for Letter of Credit for \$79,400 to Guarantee Uninstalled Improvements for the Sanford Commons Shopping Center Subdivision. Seconded by Council Member Salmon, the motion carried unanimously.

Petition for Non-Contiguous Annexation Under G.S. 160A-58.1 (Property Owned by Lee County – 1905 Colon Road) – (Exhibit J)

Senior Long-Range Planner David Montgomery explained that the petition is for 1.372-acre property located off Colon Road, near Tabitha Lane. It is the smaller portion for the Project Forge site that is being requested. The petition was received on October 24, 2019.

- **Resolution Directing the Clerk to Investigate a Petition for Non-Contiguous Annexation Under G.S. 160A-58.1 (Exhibit K)**

Council Member Taylor made the motion to approve the Resolution Directing the Clerk to Investigate a Petition for Non-Contiguous Annexation Under G.S. 160A-58.1. Seconded by Council Member Salmon, the motion carried unanimously.

- Receive Certificate of Sufficiency for Voluntary Non-Contiguous Annexation (Exhibit L)
Mayor Mann confirmed with the City Clerk Bonnie Davis that the petition for annexation was sufficient and valid.
- Resolution Fixing Date of Public Hearing on Question of Non-Contiguous Annexation Pursuant to G.S. 160A-58.1 (Exhibit M)
Mayor Pro Tem Buckels made a motion to approve the Resolution Fixing the Date of the Public Hearing on the Question of Non-Contiguous Annexation Pursuant to G.S. 160A-58.1 for December 17, 2019. Seconded by Council Member Salmon, the motion carried unanimously.

Petition for Contiguous Annexation Under G.S. 160A-31 (Versie and Jonathan Brady – Brady Road and Amos Bridges Road) – (Exhibit N)

Senior Long-Range Planner David Montgomery explained that this property is located off of Amos Bridge Road and Brady Road owned by Versie and Jonathan Brady. The petition was received on July 31, 2019 and is requesting annexation to receive sewer service to the property.

- Resolution Directing the Clerk to Investigate a Petition for Contiguous Annexation Under G.S. 160A-31 (Exhibit O)
Council Member Gaskins made the motion to approve the Resolution Directing the Clerk to Investigate a Petition for Contiguous Annexation Under G.S. 160A-31; seconded by Council Member Salmon, the motion carried unanimously.
- Receive Certificate of Sufficiency for Voluntary Contiguous Annexation (Exhibit P)
Mayor Mann confirmed with City Clerk Bonnie Davis that the petition for annexation is sufficient and valid.
- Resolution Fixing Date of Public Hearing on Question of Contiguous Annexation Pursuant to G.S. 160A-31 (Exhibit Q)
Mayor Pro Tem Buckels made a motion to approve the Resolution Fixing the Date of the Public Hearing on the Question of Contiguous Annexation Pursuant to G.S. 160A-31 for December 17, 2019. Seconded by Council Member Taylor, the motion carried unanimously.

OTHER BUSINESS

Mayor Pro Tem Buckels thanked the residents of Ward 4 for putting their faith in him and to the Council for appointing him as Mayor Pro Tem.

Council Members Salmon, Haire and Taylor thanked the residents for re-electing them to office and for the support from their families.

Mayor Mann congratulated the Council Members who were re-elected to Council. He stated that Council Members have built so much in the last five to six years in progressing our City. Mayor Mann stated the following events:

- Retreat will be in late February;
- Thursday, December 5, Santa Claus will be here at City Hall in the lobby area from 4 PM – 7 PM;
- Friday night, December 6, the train Christmas tree lightings will be held at Depot Park. We have a campaign to revitalize the Depot and there will be raffle for a picture by Beverly Brookshire as a fundraiser for the Depot. You can also purchase an 8 x 8 brick paver in someone's honor, business, church, etc.
- Lee County High School Yellow Jackets are in the state semi-finals and are playing at 7 PM, against New Hanover. If they win, they go on to the state championship.

There will be a reception in the lobby area for the recently elected officials.

ADJOURNMENT

Mayor Pro Tem Buckels made the motion to adjourn the meeting; seconded by Council Member Taylor the motion carried unanimously.

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

Respectfully Submitted,

T. CHET MANN, MAYOR

ATTEST:

BONNIE DAVIS, CITY CLERK

P.O. Box 3729
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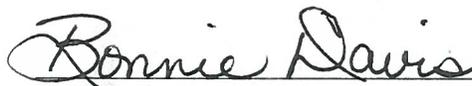
City of Sanford

December 16, 2019

Notice of Public Hearing Project Jupiter

The City of Sanford proposes to participate in the cost of an economic development project, which consists of building and/or up-fitting an industrial building and/or purchasing machinery and equipment in the amount of at least \$126 million of taxable investment in Sanford, North Carolina, over the seven-year term of the agreement. Project Jupiter is a life-sciences company and is expected to create at least one-hundred ninety-six (196) new jobs with an average annual wage of eighty-eight thousand nine hundred three dollars (\$88,903). The City of Sanford proposes sharing up to two million four-hundred twenty thousand sixteen dollars (\$2,420,016) of the cost of the project with revenues from the City's General Fund. This project will stimulate the local economy, promote business activity, create a substantial number of new jobs and increase payroll in Sanford.

A public hearing on the proposed economic development incentive investment for this project will be held on Tuesday, January 7, 2020, at 6:00 p.m., or as soon thereafter as said matter can be reached on the agenda, in the Council Chambers of the Sanford Municipal Center, located at 225 East Weatherspoon Street, Sanford, N.C. All interested persons are invited to attend and present their views.


Bonnie Davis, City Clerk

Please publish on Friday, December 20, 2019.
Please prepare publisher's affidavit and mail to my attention.

AGREEMENT REGARDING INCENTIVE FUNDS

BY AND BETWEEN

THE CITY OF SANFORD, NORTH CAROLINA

AND

PROJECT JUPITER

Exhibit A-Grant of City of Sanford Funds

Exhibit B – Jobs Created

STATE OF NORTH CAROLINA)	AGREEMENT REGARDING
)	INCENTIVE FUNDS FOR
COUNTY OF LEE)	PROJECT JUPITER

THIS AGREEMENT, made and entered into this the ____ day of _____, 2020, by and between the CITY OF SANFORD, a North Carolina Municipal Corporation (hereinafter referred to as CITY) and PROJECT JUPITER, a company with an office and place of business in Sanford, North Carolina, (hereinafter referred to as COMPANY);

WITNESSETH:

WHEREAS, the Grant from the CITY to the COMPANY is in the amount of up to \$2,420,016 (Two Million Four Hundred Twenty thousand, Sixteen Dollars) and has been negotiated and agreed to by the parties contingent upon the COMPANY entering into this Agreement and formal approval of the Grant by the Sanford City Council; and,

WHEREAS, the Grant is to be used by the COMPANY toward the goal of creating at least One Hundred Ninety-six (196) new employees (hereinafter referred to as “New Jobs”) at an average annual wage of at least \$88,903 (Eighty-eight Thousand, Nine Hundred Three Dollars) and **net new** taxable investment in the amount of \$126,000,000 (One Hundred Twenty-six Million Dollars) (hereinafter referred to as “taxable investment”) in connection with building renovations and the purchase of machinery and equipment in the COMPANY’S manufacturing operations located in the City of Sanford, North Carolina; and

WHEREAS, the Grant is necessary to enable the job creation and taxable investment by the Company in the City of Sanford to occur and go forward; and

WHEREAS, the Grant will stimulate local economic activity, promote business and create a number of new jobs for the citizens of Sanford; and

WHEREAS, the Company will construct a gene therapy facility, which will be located within the City of Sanford and which will significantly enhance the City’s reputation as a desirable location for similar and/or supporting companies to locate; and

WHEREAS, the Grant is issued pursuant and subject to the provisions of the Local Development Act, North Carolina General Statute 158-7.1 through 7.4, including a public hearing which was held on January 7, 2020; and

WHEREAS, a public hearing was held on January 7, 2020 at the Regular Meeting of the Sanford City Council, whereby the City Council then voted to approve the incentive;

NOW, THEREFORE, in consideration of the representations set forth herein and the mutual covenants and promises set forth below, the COMPANY agrees to the following:

1. **TERM.** The term of this agreement shall begin upon execution on January 7, 2020 and shall end on the 31st day of December 2028, unless sooner terminated pursuant to the provisions of the Agreement contained herein or extended by mutual agreement of the Parties.
2. **PROJECT.** The economic development project (hereinafter referred to as Project Jupiter) consists of building renovations and the purchase of new machinery and equipment to be installed in a gene therapy facility by the COMPANY in Sanford, Lee County, North Carolina, which will have a cumulative initial **net new *ad valorem*** taxable investment (prior to depreciation) of at least \$126,000,000.00 (One Hundred Twenty-six Million Dollars) and will create and maintain, as further described in paragraph 5, at least One Hundred Ninety-six (196) New Jobs at an average annual wage of at least \$88,903.00 (Eighty-eight Thousand Nine Hundred Three Dollars), as further described herein.
3. **REPRESENTATIONS BY THE COMPANY.** The COMPANY makes the following representations as the basis for the undertakings on its part herein contained:
 - a. The COMPANY is a State of Delaware corporation authorized to do business in North Carolina and in good standing under the laws of the State of North Carolina. The COMPANY has the power and authority to enter into this Agreement, to perform its obligations under and consummate the transaction contemplated by this Agreement, and has by proper action duly authorized the execution and delivery of this Agreement.
 - b. Neither the execution or delivery of this Agreement nor the performance of the obligations under or consummation of the transactions contemplated by this Agreement violates or will violate any law or governmental order, conflicts or will conflict with any provisions of the Articles of Incorporation or the By-Laws of the COMPANY or any material term or provision of any agreement or instrument to which the COMPANY is a party or by which it is bound, or constitutes or will constitute a material breach of or a default under any such agreement or instrument.
 - c. The COMPANY presently intends to operate the Project as a gene therapy manufacturing operation at a facility within the CITY until the CITY receives the prospective tax revenues from the improvements on the property and the net new taxable investment and until the COMPANY creates at least One Hundred Ninety-six (196) New Jobs to be maintained through the end of the Investment Period, as set forth in Exhibit B of the Agreement, all conditions of which were contemplated in arriving at the consideration that it receives pursuant to this Agreement.
 - d. The CITY acknowledges that the building where the COMPANY is currently considering purchasing and up fitting, is currently owned by third parties and that Project Jupiter has options, contingent on incentives offered by the CITY, the

County of Lee, and the State of North Carolina. The COMPANY hereby certifies, and further attaches an affidavit of certifications, that without (BUT FOR) the incentives provided by the CITY, it would not conduct the Project in the CITY.

- e. The COMPANY hereby further certifies that it was considering other states for this Project.
 - f. The COMPANY has been informed and understands that reimbursement will be made only for the New Jobs created at an average annual wage rate stated herein, the maintenance of existing jobs, and verifiable investment-through an increase in building renovations and purchase of machinery and equipment-as of December 31, 2028, as is further agreed to herein and shown on Exhibit A and Exhibit B.
 - g. The COMPANY covenants and agrees to pay the taxes, create the New Jobs at the average annual wage rate, and make the taxable investment, all of which are the subject to this Agreement, in accordance with the purposes and/or under the restrictions and covenants as set forth herein.
4. **GRANT.** In exchange for the Taxable Investment by the COMPANY, the creation of New Jobs paying the average annual wage rate as stated herein, and pursuant to North Carolina General Statutes 158-7.1, the CITY anticipates making an incentive grant to the COMPANY of up to \$2,420,016 (Two Million Four Hundred Twenty Thousand, Sixteen Dollars), paid in annual installments as shown on Exhibit A, subject to the obligation to repay incentive funds or to receive partial incentive funds as explained in Section 7 of this Agreement. The CITY may use any fund source available to it, which is not restricted, to make the incentive payment to the COMPANY. The incentive payments shall be paid in amounts calculated and illustrated in Exhibit A. The COMPANY understands that the cash grant incentives may be paid on a pro rata basis depending on the job creation and/or actual net new taxable investment made by the COMPANY and further described in Section 5 and Section 7.

The first calendar year in which an incentive payment will be paid to COMPANY will be 2022, for incentive year 2020, based upon property tax listings in 2021 for investments made in 2020. The final calendar year in which an incentive payment will be paid to COMPANY will be 2028, for incentive year 2026, based upon property listings in 2027, for investments made in 2026.

5. **PERFORMANCE CRITERIA.** In return for the Incentive payments set forth herein, which are a competitive necessity for the COMPANY to choose to locate its Facility in the City, the COMPANY commits to certain performance criteria related to jobs created and increased tax base for the City. For the CITY to provide incentives to support the location of the Facility, and BUT FOR the provision of the incentives contemplated by the Agreement, the COMPANY would not locate its facility in the City. The Parties

acknowledge and agree that the consideration for the CITY to enter into this Agreement is the expectation that the COMPANY will meet or exceed these performance criteria.

- a. The COMPANY agrees to undertake and operate in a timely manner the following new project in the City of Sanford, renovating a facility to house the COMPANY's manufacturing operations located at its Sanford, Lee County, North Carolina facility, new manufacturing machinery and equipment and building renovations, and the hiring of at least One Hundred Ninety-six (196) New Jobs and maintain all New Jobs, and existing jobs, through the life of the project.
- b. Existing Jobs. The COMPANY agrees to maintain a base level of Twenty-five (25) full time existing jobs (hereinafter referred to as Existing Jobs) at the facility through the end of the Incentive Period as set forth in Paragraph 1 of the Agreement, in addition to the New Jobs to be created as part of this Agreement, as further described herein and as evidenced in Exhibit B.
- c. New Jobs. The COMPANY agrees to create and maintain at least One Hundred Ninety-six (196) permanent, full-time New Jobs through the end of the Incentive Period, as set forth in Paragraph 1 of this Agreement, and as evidenced in Exhibit B. All New Jobs created pursuant to the terms of this Agreement must be filled by employees hired to work after the date of this agreement who work at least 35 (thirty-five) hours per week and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statutes. All New Jobs must have an average annual wage of \$88,903 (Eighty-eight Thousand, Nine Hundred Three Dollars). The COMPANY will hire the New Jobs according to Exhibit B, and must be maintained through the Incentive Period. If the COMPANY does not meet the cumulative required number of New Jobs according to Exhibit B, the incentive amount paid to the COMPANY for that year will be reduced. If the cumulative number of New Jobs is not maintained in any other fiscal year of the Incentive Period, the incentive amount for that given year will be reduced.
- d. Taxable Investment. The COMPANY agrees to make a privately funded net new taxable investment in building renovations, machinery, equipment and taxable improvements as part of the Project, which will amount to a net new taxable investment of \$126,000,000 (One Hundred Twenty-six Million Dollars), over the seven (7) year life of the Incentive Project. The Company will make taxable investments each year of the life of the project according to Exhibit A. If the COMPANY makes such taxable investment and meets the required number of New Jobs, the CITY may pay an incentive up to the amount as shown on Exhibit A. When the CITY calculates its incentive each year, the COMPANY agrees that the incentive will be reduced if such taxable investment is not made in accordance with Exhibit A or the cumulative number of New Jobs is not met and maintained as shown in Exhibit B in each calendar year.

- e. The COMPANY'S compliance with all Performance Criteria set out in this Agreement shall be attested to annually under oath by an officer of the COMPANY and provided to the CITY by no later than March 31st of the subsequent year. The COMPANY must provide the NCUI 101 to the CITY and the CITY may, in its discretion, require other documentation to verify the attainment of these performance commitments. If the COMPANY has not provided proof of the New Jobs or the Existing Jobs or the Taxable Investment by March 31st, it will be assumed the COMPANY is no longer requesting an incentive for that year of this Agreement. If the COMPANY needs additional time to provide the necessary proof, it must notify the CITY, in writing, thirty days before the proof is due, asking for an extension and the CITY has the sole discretion in determining whether to provide an extension and the date the proof will be due.
6. **CLOSEOUT.** The CITY will close out the Grant on the first of the following to occur, (hereinafter referred to as closeout):
 - a. The Date as of which the CITY has received and accepted proof reasonably satisfactory to it that the Project has been completed and all the Performance Criteria have been satisfied; or
 - b. The 31st day of December, 2028, unless such term is extended by mutual written agreement of the parties.
7. **OBLIGATION TO REPAY GRANT FUNDS AND/OR RECEIVE PARTIAL INCENTIVES.** As stated under the Performance Criteria and reiterated, if, for any reason, the COMPANY shall not satisfy the minimum conditions set forth in this agreement, then the CITY shall not pay the incentive grant, or shall reduce the amount of the incentive grant, and/or seek reimbursement from the COMPANY that received any incentives made possible by this grant, as set forth herein, and COMPANY, or any party, shall remit such incentive funds promptly to the CITY and the COMPANY shall bear all costs of collection. If the Project as described in this Agreement and the attached exhibits does not meet the Performance Criteria set out herein and the standards for the incentive paid as set out in Exhibit A, all or part of the Grant Award must be repaid, reduced or reimbursed as follows and as described in the performance criteria section above:
 - a. If the COMPANY fails to meet the Performance Criteria as previously provided in Section 5, the CITY may reduce the grant amount in the following manner as determined each year of the Incentive Agreement:
 - i. If the *ad valorem* taxes paid by the COMPANY do not meet the required minimum amount of *ad valorem* taxes attributable to the cumulative taxable investment that is evidenced each year in Exhibit A, the CITY will reduce the total incentive grant by a prorated amount based off the percentage of actual cumulative investment by year of the incentive agreement. Exhibit

A evidences the approximate investment of net new taxable investment of the COMPANY and payout by the CITY if 100% of the cumulative taxable investment is met.

- ii. If the COMPANY does not meet the requirements for cumulative New Jobs, including number of jobs, average annual wage as evidenced in Exhibit B, the CITY shall reduce the total incentive grant by a prorated amount as of each calendar year of the incentive.
 - iii. Based on these calculations each year of the Agreement, the incentive grant may be reduced if the COMPANY fails to meet the total investment for that calendar year as evidenced by Exhibit A and/or fails to meet the number of new jobs as evidenced by Exhibit B. The COMPANY understands that a failure to meet one of the criteria for the fiscal year of either direct investment or New Jobs will reduce the incentive grant for that fiscal year. If the COMPANY then exceeds the next years investment or New Jobs, evidenced in Exhibits A and B, then the COMPANY will be eligible for that year's full incentive, but will not be reimbursed for the previous year's reduction.
- b. If at any time during the Grant period, the COMPANY substantially ceases operations at the Project, the CITY shall not be obligated to pay to the COMPANY any further grant funds and may ask for reimbursement for grant funds expended, which the COMPANY will agree to reimburse such grant funds.
 - c. If at any time during the Grant period, the COMPANY fails to retain one hundred percent of the Existing Jobs as set forth in Paragraph 5(b) herein and evidenced in Exhibit B and/or fails to make the taxable investment as evidenced in Exhibit A, the COMPANY will be in default of this agreement and the CITY shall not be obligated to pay to the COMPANY any further grant funds and the COMPANY shall be obligated to repay funds already paid to the COMPANY by the CITY.

8. TERMINATION.

- a. This agreement shall terminate and the COMPANY shall be in breach for the following reasons as determined by the CITY, including, but not limited to the following:
 - i. Failure to pay taxes;
 - ii. Failure to comply with the terms and conditions of this Agreement;
 - iii. Submission of incorrect or incomplete reports to the CITY in any material respects or;
 - iv. Failure to make satisfactory progress towards making the cumulative investment in the property as of each fiscal year according to Exhibit A, without requesting an extension of time and agreed upon by the CITY in writing, the determination of whether satisfactory progress has been made will be in the sole discretion of the City.

- b. The CITY may terminate this Agreement, as set forth herein, for failure of the COMPANY to make the investment of the property, for failure of the project, or violation of the terms of this Agreement, in the discretion of the CITY, providing that 30 day notification was provided to the COMPANY and the COMPANY was unable to cure such defect.
- c. The CITY may terminate this Agreement, without cause giving sixty (60) days notification to the COMPANY.

9. ADDITIONAL PROVISIONS.

- a. **Verification and Reporting.** The COMPANY shall provide to the CITY on an annual basis or upon the CITY's request all reasonable documentation deemed necessary by the CITY to verify retention of the Existing Jobs, creation and maintenance of the New Jobs, and expenditure of the Taxable Investment described in this agreement, including, but not limited to, Employment Security Commission form NCUI 101, a list of all positions used in accounting for the New Jobs and Existing Jobs, and the use of the Grant funds. Annual reporting shall be done by March 31st each year. If such information is not provided to the CITY by that date, it is assumed the COMPANY is no longer seeking an incentive for that fiscal year and therefore a payment will not be made to the COMPANY.
- b. **Force Majeure.** If unforeseen calamity, an Act of God, or financial disaster is the alleged cause of the COMPANY's failure to satisfy or perform any obligation under this Agreement, the COMPANY may request an extraordinary modification of this Agreement from the CITY. The parties agree that any decision to allow such modification shall be at the mutual decision of the Parties.
- c. **Records.** The COMPANY shall keep and maintain books and records, and other documentation relating to the receipt and disbursement of Grant funds and fulfillment of this Agreement, including, but not limited to, records to verify the hiring, retention, discharge and salaries and benefits paid to all employees covered by this Agreement and the amount of Grant funds expended for the purposes allowed under this Agreement.
- d. **Right to Inspect.** Subject to any applicable federal or North Carolina laws or regulations regarding employee privacy, the COMPANY agrees that any duly authorized representative of the CITY shall have, at all reasonable times and on reasonable notice, access to and the right to inspect, audit, copy and examine all relevant books, records, and other documents relating to the Grant and the fulfillment of this Agreement throughout the Agreement Period and for a period of two years thereafter.

- e. If the COMPANY fails to keep and maintain books and records necessary for verifying fulfillment of all terms of this Agreement, or if the COMPANY fails to provide access and the right of inspection of the records to a duly authorized representative of the CITY sufficient to verify compliance with this Agreement, the CITY may, in its discretion, declare the COMPANY to be in default of this Agreement, withhold future payments due under this Agreement and/or require reimbursement of all or any portion of Grant funds previously paid, if the COMPANY did not rectify such default within thirty days.
- f. **Non-Appropriations Provision.** The CITY's obligation to make disbursements to the COMPANY under this Agreement is contingent upon appropriations by the CITY and the availability of funds for the Grant.
- g. Failure of the CITY at any time to require performance of any term or provision of this Agreement shall in no manner affect the rights of the CITY at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions thereof. No waiver by the CITY of any condition or the breach of any terms, provision or representation contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or the breach of that or any other term, provision or representation.
- h. **Assignment.** No party shall assign any interest in or obligation under this Agreement without the prior written consent of the other Party; such consent shall not be unreasonably withheld.
- i. **Governing law and venue.** The parties intend that this Agreement shall be governed by the laws of the State of North Carolina, and that the General Courts of Justice of the State of North Carolina shall be the forum and venue for any dispute arising out of this Agreement. Prior to the commencement of any litigation, the Parties agree to negotiate in good faith to attempt to resolve any dispute.
- j. **Liability of Officers and Agents.** No officer, agent, or employee of the CITY or the COMPANY shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

k. Notice. Notice shall be given to the following representatives:

To the CITY
City of Sanford
City Manager
P.O. Box 3729
Sanford, NC 27331

To the COMPANY

IN WITNESS WHEREOF, CITY has caused this instrument to be signed in its municipal corporate name by its duly elected Mayor and its seal to be hereunto affixed by the City Clerk, all by authority of its City Council and the COMPANY has caused this instrument to be executed in its corporate name by its duly authorized officers, both the day and year first above written.

(Corporate Seal)

CITY OF SANFORD,
A NC Municipal Corporation

By: _____
T. CHET MANN

ATTEST:

Bonnie Davis, City Clerk

(Corporate Seal)

PROJECT JUPITER

By: _____
Name
Title

ATTEST:

Secretary

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act

Beth T. Kelly, Finance Director

AFFIDAVIT

NORTH CAROLINA

COUNTY OF LEE

_____, appearing before the undersigned notary and being duly sworn, says that if the COMPANY was not receiving the incentives provided by the CITY, it would not conduct the project in the City. Further, the COMPANY certifies that it is considering other states for the location of its expansion.

Affiant

Sworn to (or affirmed) and subscribed before me
this the _____ day of _____, 2020.

(Official Seal)

Official Signature of Notary

_____, Notary Public

Notary's printed or typed name

My commission expires: _____

**Schedule A - Project Jupiter
Economic Development Incentive Grant (EDIG)
City of Sanford (revised 12-13-19)**

Investment By Fiscal Year (Tax Year noted)	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Real Property	\$ 2,000,000	\$ 20,000,000	\$ 18,000,000	\$ 22,000,000	\$ 22,000,000	\$ -	\$ -	\$ -	\$ 84,000,000
Personal Property	\$ -	\$ 7,000,000	\$ 7,000,000	\$ 14,000,000	\$ 14,000,000	\$ -	\$ -	\$ -	\$ 42,000,000
Total Investment	\$ 2,000,000	\$ 27,000,000	\$ 25,000,000	\$ 36,000,000	\$ 36,000,000	\$ -	\$ -	\$ -	\$ 126,000,000

Machinery Installed in 2020-21	Est. Original Value	Total Tax Value	Tax Rate	Total Tax	Incentive %	Est. Incentive	Incentive Paid in Year
93%	\$ 7,000,000	\$ 6,510,000	0.600%	\$ 39,060	80%	\$ 31,248	2022
89%	\$ 7,000,000	\$ 6,290,000	0.600%	\$ 37,380	80%	\$ 29,904	2023
82%	\$ 7,000,000	\$ 5,740,000	0.600%	\$ 34,440	80%	\$ 27,552	2024
75%	\$ 7,000,000	\$ 5,250,000	0.600%	\$ 31,500	70%	\$ 22,050	2025
68%	\$ 7,000,000	\$ 4,760,000	0.600%	\$ 28,560	60%	\$ 17,136	2026
62%	\$ 7,000,000	\$ 4,340,000	0.600%	\$ 26,040	50%	\$ 13,020	2027
55%	\$ 7,000,000	\$ 3,850,000	0.600%	\$ 23,100	50%	\$ 11,550	2028
				\$ 220,080		\$ 152,460	

Machinery Installed in 2021-22	Est. Tax Value	Total Tax Value	Tax Rate	Total Tax	Incentive %	Est. Incentive	Incentive Paid in Year
93%	\$ 7,000,000	\$ 6,510,000	0.600%	\$ 39,060	80%	\$ 31,248	2021
89%	\$ 7,000,000	\$ 6,290,000	0.600%	\$ 37,380	80%	\$ 29,904	2024
82%	\$ 7,000,000	\$ 5,740,000	0.600%	\$ 34,440	70%	\$ 24,108	2025
75%	\$ 7,000,000	\$ 5,250,000	0.600%	\$ 31,500	60%	\$ 18,900	2026
68%	\$ 7,000,000	\$ 4,760,000	0.600%	\$ 28,560	50%	\$ 14,280	2027
62%	\$ 7,000,000	\$ 4,340,000	0.600%	\$ 26,040	50%	\$ 13,020	2028
				\$ 196,980		\$ 131,460	

Machinery Installed in 2022-23	Est. Tax Value	Total Tax Value	Tax Rate	Total Tax	Incentive %	Est. Incentive	Incentive Paid in Year
93%	\$ 14,000,000	\$ 13,020,000	0.600%	\$ 78,120	80%	\$ 62,496	2024
89%	\$ 14,000,000	\$ 12,460,000	0.600%	\$ 74,760	70%	\$ 52,332	2025
82%	\$ 14,000,000	\$ 11,480,000	0.600%	\$ 68,880	60%	\$ 41,328	2026
75%	\$ 14,000,000	\$ 10,500,000	0.600%	\$ 63,000	50%	\$ 31,500	2027
68%	\$ 14,000,000	\$ 9,520,000	0.600%	\$ 57,120	50%	\$ 28,560	2028
				\$ 341,880		\$ 216,216	

Machinery Installed in 2023-24	Est. Tax Value	Total Tax Value	Tax Rate	Total Tax	Incentive %	Est. Incentive	Incentive Paid in Year
93%	\$ 14,000,000	\$ 13,020,000	0.600%	\$ 78,120	70%	\$ 54,684	2025
89%	\$ 14,000,000	\$ 12,460,000	0.600%	\$ 74,760	60%	\$ 44,856	2026
82%	\$ 14,000,000	\$ 11,480,000	0.600%	\$ 68,880	50%	\$ 34,440	2027
75%	\$ 14,000,000	\$ 10,500,000	0.600%	\$ 63,000	50%	\$ 31,500	2028
				\$ 284,760		\$ 165,480	

(No new personal property investment in subsequent fiscal years)

Real Property 100%	Est. Tax Value	Tax Rate	Total Tax	Incentive %	Est. Incentive	Incentive Paid in Year
FY2020-21	\$ 22,000,000	0.600%	\$ 132,000	80%	\$ 105,600	2022
FY2021-22	\$ 40,000,000	0.600%	\$ 240,000	80%	\$ 192,000	2023
FY2022-23	\$ 62,000,000	0.600%	\$ 372,000	80%	\$ 297,600	2024
FY2023-24	\$ 84,000,000	0.600%	\$ 504,000	70%	\$ 352,800	2025
FY2024-25	\$ 84,000,000	0.600%	\$ 504,000	60%	\$ 302,400	2026
FY2025-26	\$ 84,000,000	0.600%	\$ 504,000	50%	\$ 252,000	2027
FY2026-27	\$ 84,000,000	0.600%	\$ 504,000	50%	\$ 252,000	2028
			\$ 2,760,000		\$ 1,754,400	

Fiscal Year	Real Property			Incentive Paid in Year		
	Machinery Incentive	Incentive	Total Incentive	Total Tax	Incentive %	Year
FY2020-21	\$ 31,248	\$ 105,600	\$ 136,848	\$ 173,060	80%	2022
FY2021-22	\$ 61,152	\$ 192,000	\$ 253,152	\$ 316,480	80%	2023
FY2022-23	\$ 119,952	\$ 297,600	\$ 417,552	\$ 521,940	80%	2024
FY2023-24	\$ 153,174	\$ 352,800	\$ 505,974	\$ 722,820	70%	2025
FY2024-25	\$ 122,220	\$ 302,400	\$ 424,620	\$ 707,700	60%	2026
FY2025-26	\$ 93,240	\$ 252,000	\$ 345,240	\$ 690,480	50%	2027
FY2026-27	\$ 89,100	\$ 252,000	\$ 341,100	\$ 673,200	50%	2028
	\$ 665,616	\$ 1,754,400	\$ 2,420,016	\$ 3,803,700		

Project Jupiter – Exhibit B – Job Creation Target

Calendar Year	Job Creation Target	
2020	17	
2021	58	
2022	90	
2023	140	
2024	170	
2025	180	
2026	196	
Total	196	

**CITY OF SANFORD CITY COUNCIL
PLANNING BOARD RECOMMENDATION
REGARDING A ZONING MAP AMENDMENT /REZONING
January 7, 2020**

APPLICATION# 2019-1201 TO AMEND THE SANFORD ZONING MAP

RECOMMENDATION FROM PLANNING BOARD:

The Planning Board recommends that the City Council support the petition by Lee County to rezone 1.3+/- acres of land off of Colon Road from Residential Agricultural (RA) to Heavy Industrial (HI). While the request for Heavy Industrial (HI) zoning does not conform with the recommendation of the long-range plan designation of Suburban Neighborhood, the adjoining 98 acre+/- tract was land was recently rezoned to Heavy Industrial (HI) and at that time it was stated that this property would be proposed for annexation & rezoning in the near future to serve as an access to the larger adjoining industrial site. As such, there is a reasonable expectation that this property would also be allowed to be used for industrial purposes.

VOTE #1: APPROVE A STATEMENT ON LONG RANGE PLAN CONSISTENCY AS IT RELATES TO THIS REZONING REQUEST:

Motion Option 1: *“I make a motion that that the request **IS** consistent with the adopted long-range plan.”*

Motion Option 2: *“The request for Heavy Industrial (HI) zoning does not conform with the recommendation of the long-range plan designation of Suburban Neighborhood therefore, I make a motion that that the request **IS NOT** is consistent with the adopted comprehensive plan. It should be noted, however, that the adjoining tract of land was recently rezoned to HI with the intention of being redeveloped as Bharat Forge and the subject property was proposed to serve as access to that site at that time.”*

Option 3 - Unique motion: The suggested motions above are provided based on the recommendation and findings of the Planning Board. The City Council members are free to create a unique motion based on different articulated findings.

VOTE #2: TO APPROVE OR DENY THE REZONING REQUEST:

Motion Option 1: *“I make a motion that the proposed zoning map amendment is reasonable and in the public interest because, even though the request for Heavy Industrial (HI) zoning does not conform with the recommendation of the long-range plan designation of Suburban Neighborhood, the adjoining 98 acre+/- tract was land was recently rezoned to Heavy Industrial (HI) and at that time it was stated that this property would be proposed for annexation & rezoning in the near future to serve as an access to the larger adjoining industrial site. As such, there is a reasonable expectation that this property would also be allowed to be used for industrial purposes.”*

*Therefore, I move to **APPROVE** the request to rezone one 1.3+/- acres of land off of Colon Road from Residential Agricultural (RA) to Heavy Industrial (HI).*

Motion Option 2: “I make a motion that the proposed zoning map amendment is not reasonable and not in the public interest because it is not consistent with the adopted long range plan; therefore, I move to **DENY** the request to rezone one 98.24 + acre tract of land addressed as 192/348 Tabitha Lane, from Light Industrial (LI) to Heavy Industrial (HI).”

Option 3 - Unique motion: The suggested motions above are provided based on the recommendation and findings of the Planning Board. The City Council members are free to create a unique motion based on different articulated findings.

REZONING REPORT FROM DECEMBER 17, 2019 AGENDA

This rezoning request is conditional upon the subject property being annexed into the corporate City limits, for which a public hearing/vote by the Sanford City Council will also be held on December 17th. The intent of the annexation and follow-up rezoning is that the site be developed in an industrial manner.

Applicant: Lee County
Owner: Lee County
Request: Rezone from Residential Agricultural (RA) to Heavy Industrial (HI)
Location: 1905 Colon Road
Township: East Sanford
Tax Parcel: 9655-30-3668-00, 1.3 acre portion of
Adjacent Zoning: North: Residential Agricultural (RA)
 South: Residential Agricultural (RA) and Heavy Industrial (HI)
 East: Residential Agricultural (RA)
 West: Residential Agricultural (RA), opposite Colon Road

Introduction: Lee County has submitted a request to rezone 1.3 acres tract of land off of Colon Road to Heavy Industrial (HI) as a follow-up to the annexation request/approval. This request is associated with redevelopment of an adjoining tract of land as an aluminum forging facility (Bharat Forge Aluminum USA, Inc.); therefore, Lee County has submitted a rezoning request for your consideration.

Site and Area Description: The subject property runs parallel to Tabitha Lane, a private gravel road off of Colon Road in northeastern Lee County. The subject property is located between Colon Road and US Hwy 1/Jefferson Davis Hwy.

Surrounding Land Uses: North of the site are vacant wooded tracts of land with residential single-family dwellings. South of the site are vacant wooded tracts of land, with residential single-family dwellings to the southeast off of Tabitha Lane and Colon Road. East of the site are residential single-family dwellings off of Colon Road. West of the site are large wooded tracts of land.

Zoning District Information

Existing Zoning: The subject property is currently zoned Residential Agricultural (RA) zoning district, which is established to provide areas for low density single family uses, low intensity agricultural operations as well as agri-business and supportive industrial and commercial uses. Industrial operations are not permitted unless they clearly support an agricultural use. RA zoning protects and preserves valuable agricultural areas, implements agricultural protection zoning, establishes performance standards for rural businesses, preserves rural areas, preserves pasture land and agriculture, sets

maximum permissible densities or new zoning districts, defines specific areas for rural commercial uses, and identifies areas appropriate for agricultural preservation. The dimensional requirements include a minimum lot width of 100 feet, a minimum lot depth of 150 feet, a minimum lot size of 40,000 square feet, with principal building setbacks of 30 feet from the front property line, 30 feet from the rear property line, and 15 feet from the side property lines, with a maximum building height of 40 feet.

Examples of uses permitted by right within the RA zoning district include single-family detached homes (site-built, modular), religious complexes churches, schools, animal and crop production, forestry, stables and riding academies, and in-home daycares for children & adults. There is a list of permitted uses for this zoning district included within your agenda for your reference. (Manufactured or mobile homes are permitted within the RA district, with certain developmental regulations.)

The dimensional requirements of the LI district include a minimum lot width of 80 feet, a minimum lot

Proposed Zoning: The proposed zoning is Heavy Industrial (HI), which is established to provide for areas of heavy manufacturing, concentrated fabrication, manufacturing and industrial uses which are suitable based upon adjacent land uses, access to transportation and the availability of public services and facilities. It is the intent of this district to provide an environment for industries that is unencumbered by nearby residential or commercial development. HI should be located in areas where conflicts with other uses can be minimized to promote orderly transitions and buffers between uses. The HI district is established in order to provide sites for activities which involve major transportation terminals, and manufacturing facilities that have a greater impact on the surrounding area than industries found in the LI district. HI districts should not be located adjacent to any property that is zoned for residential use, including mixed-use developments with an adjacent residential designation and should be restricted so as to have direct access to or within proximity to a major or minor thoroughfare.

The dimensional requirements of the HI district include a minimum lot width of 100 feet, a minimum lot depth of 100 feet, with principal building setbacks of 30 feet from the front property line and/or the street right-of-way, with the minimum side & rear setbacks determined by the landscape buffer yard requirements. A maximum impervious surface of 90% is allowed, not taking into consideration watershed or other regulations that may further limit that amount of pavement, buildings, etc. that you can develop on the site. The HI district has no maximum building height.

Examples of uses permitted by right within the HI zoning district include computer & software sales, convenience store (with and without gas sales), dry cleaning & laundry, farm, landscape & garden supply sales (with and without outdoor storage), finance & insurance services, florist, hardware, home centers, lumber yard, motor vehicle repair & service, motor vehicle towing, office buildings, pharmacy & drug store (with or without a drive through facility), printing & publishing services, real estate sales, rental & leasing, services to buildings & dwellings (extermination, janitorial, landscaping, carpet & upholstery cleaning, packing & crating, etc. – with or without outside storage), contractor's office (with or without outdoor storage), fitness gyms & health spas, religious complex & church, schools (continuing education), electrical equipment, appliance & components manufacturing, finished nonmetallic & mineral products (brick, refractories, ceramics, glass, cement, etc.), manufactured housing manufacturing, metal manufacturing (including or excluding smelting operations), pharmaceutical manufacturing, textile mills & apparel manufacturing, and warehouses. There is a list of permitted uses for this zoning district included within the agenda for your reference.

Overlay Districts & Long Range Plan

Watershed Conservation Overlay District: The subject property is located within our Watershed Conservation Overlay District, specifically the Cape Fear/Lee County Watershed Protected Area. A watershed is a basin-like landform delineated by ridgelines that descend into lower elevations that carries rain water from the land into soils, ground waters, creeks, and streams, eventually making its way to larger rivers and the ocean. Development within this area is allowed, but there are maximum density and built upon area requirements designed to ensure the health of the watershed. This project appears to comply with the UDO watershed regulations.

The site is not located within an established Flood Hazard Area/Floodplain and does not appear to have existing streams or wetlands on site.

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

Long Range Plan: The *Plan SanLee* Land Use Plan identifies the future land use place type for this tract of land as “Suburban Neighborhood”, which has the following characteristics:

- Residential areas on the outskirts of a core urbanized area
- Facilitates large scale development of single-family residential
- Walkable, with a high degree of transportation connectivity between neighborhoods and surround network thoroughfares
- A local example is the Westlake Valley neighborhood in Sanford.

Land use designations include open space, civic, and residential. The proposed zoning districts are medium density residential (primary) and low density residential (secondary). Suggested infrastructure includes public water and wastewater/sewer. The preferred characteristics are interconnected curvilinear streets with 600ft block lengths, curb & gutter & sidewalks with street trees. Reference the attached information from the *Plan SanLee* Land Use Plan.

Utilities: Per GIS, there is a 12-inch water line along Colon Road and it is the understanding of staff that the future industrial development on an adjoining parcel will be served by public water and public sewer. At this time, the subject property would serve as an access to the adjoining larger industrial property also under the ownership of Lee County. If the rezoning is approved, all new development that proposes to connect to public water and public sewer must be approved by the City of Sanford Public Works Department to verify compliance with all applicable regulations.

Transportation: Tabitha Lane is a private gravel drive that is proposed to be improved to serve the adjoining larger industrial property also under the ownership of Lee County Lee County. Tabitha Lane is accessed via Colon Road (SR 1415), a NCDOT-maintained paved public street with a 60ft. right-of way. There are no NCDOT traffic counts in the area.

Development Standards: If rezoned, all of the uses permitted in the Heavy Industrial (HI) zoning district would be allowed and any future redevelopment of the subject property will be required to meet the current development standards of the UDO.

Staff Information Regarding a Recommendation from the Planning Board: The recommendation from the Planning Board should include language describing whether the action is consistent with an adopted comprehensive plan (*Plan SanLee*) and any other officially adopted plan that is applicable and other matters as deemed appropriate by the board. The board may also include language briefly explaining why it considers the recommendation to be reasonable and in the public interest.

Staff Recommendation: The subject property requested for rezoning is proposed to be redeveloped as to serve as an access to the adjoining larger tract of land that is proposed to be developed as Bharat Forge, an aluminum forging facility. While the request for Heavy Industrial (HI) zoning does not conform with the recommendation of the long-range plan designation of Suburban Neighborhood, the adjoining 98 acre+/- tract was land was recently rezoned to Heavy Industrial (HI) and at that time it was stated that this property would be proposed for annexation & rezoning in the near future to serve as an access to the larger adjoining industrial site. As such, there is a reasonable expectation that this property would also be allowed to be used for industrial purposes. Additionally, with the proposed extension of public water and sewer and annexation into the City, it does appear reasonable to consider the request for Heavy Industrial (HI) zoning.

**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 Lee County to rezone 1.3 + acres, being a portion of a 21.3 acre tract addressed as 1905 Colon Road, and identified as a portion of Tax Parcel 9655-30-3668-00 as depicted on Lee County Tax Map 9655.03 from Residential Agricultural (RA) to Heavy Industrial (HI); 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 December 17, 2019 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 1.3 + acres, being a portion of a 21.3 acre tract addressed as 1905 Colon Road, and identified as a portion of Tax Parcel 9655-30-3668-00 as depicted on Lee County Tax Map 9655.03 from Residential Agricultural (RA) to Heavy Industrial (HI). A vicinity map and survey map of the subject property are included as Exhibits A and B.

In making this decision, the City Council of the City of Sanford hereby finds that, while the request for Heavy Industrial (HI) zoning does not conform with the recommendation of the long-range plan designation of Suburban Neighborhood, the adjoining 98 acre+/- tract was land was recently rezoned to Heavy Industrial (HI) and at that time it was stated that this property would be proposed for annexation & rezoning in the near future to serve as an access to the larger adjoining industrial site. As such, there is a reasonable expectation that this property would also be allowed to be used for industrial purposes and rezoned to Heavy Industrial (HI).

ADOPTED this the 7th day of January 2020.

T. Chet Mann, Mayor

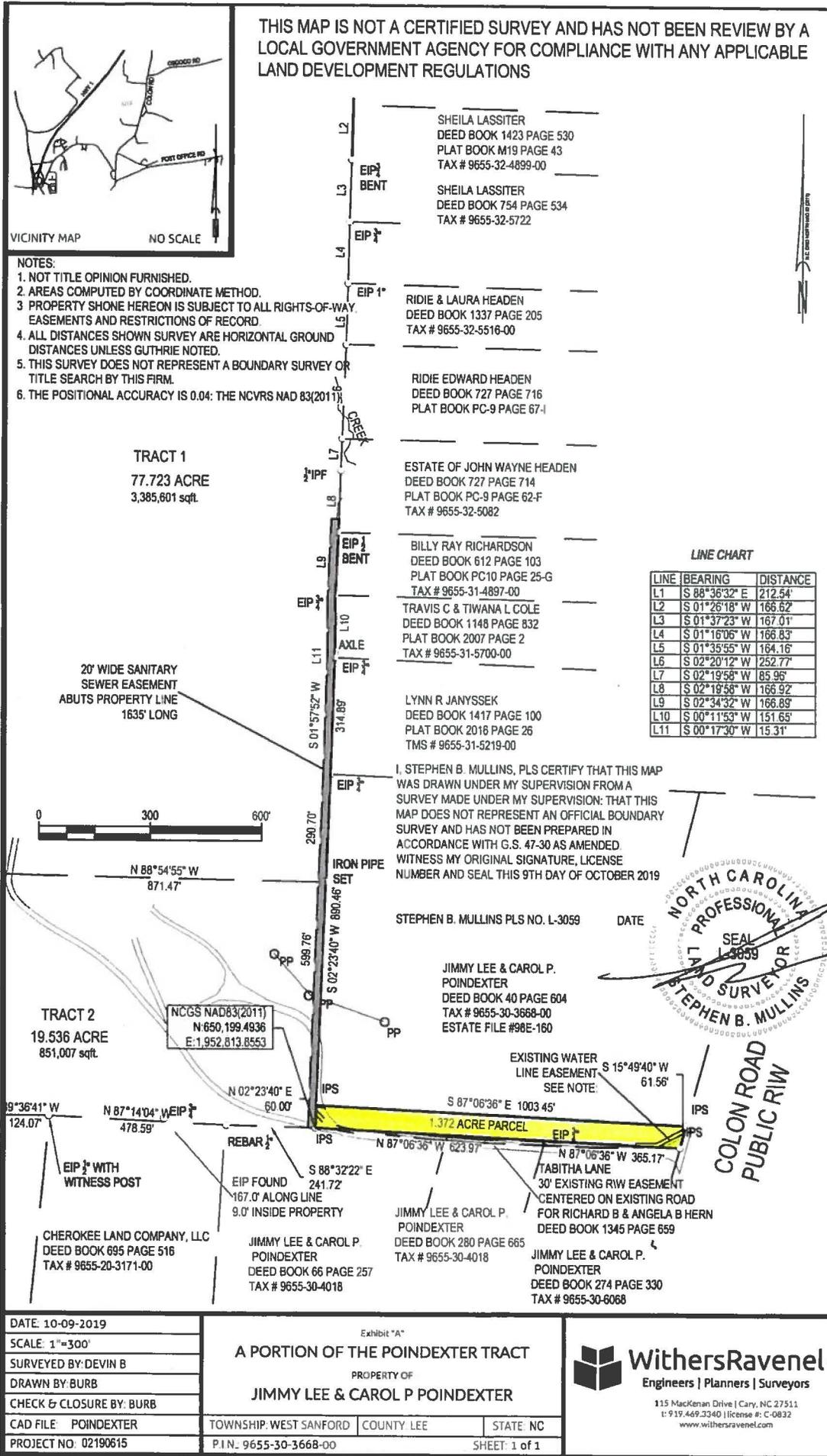
ATTEST:

Bonnie Davis, City Clerk

APPROVED AS TO FORM:

Susan Patterson, City Attorney

EXHIBIT B



K:\19\19-0610\190615-Tabitha Lane Due Diligence-Sonforce\Gegmatics\Survey\Res-Com\Drawings\Pointexter.dwg - Monday, October 14, 2019 8:07:03 AM - MULLINS, BURB

Exhibit "A"
A PORTION OF THE POINDEXTER TRACT
 PROPERTY OF
JIMMY LEE & CAROL P POINDEXTER
 TOWNSHIP: WEST SANFORD COUNTY: LEE STATE: NC
 P.I.N. 9655-30-3668-00 SHEET: 1 of 1

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

**CITY OF SANFORD CITY COUNCIL
PLANNING BOARD RECOMMENDATION
REGARDING A ZONING MAP AMENDMENT /REZONING
January 7, 2020**

APPLICATION# 2019-1202 TO AMEND THE SANFORD ZONING MAP

RECOMMENDATION FROM PLANNING BOARD:

The Planning Board recommends that the City Council support the petition by Johnathan Mark Brady, for property owned by the Versie S. Brady Life Estate, to rezone 1.1 + acres comprised of three tracts of land developed with a single-family dwelling addressed as 217 Amos Bridges Road from Residential Restricted (RR) to Residential Restricted (RR). In making this recommendation, the Planning Board finds that keeping the current Residential Restricted (RR) zoning appears to be appropriate given that the location does not lend itself to facilitating development of a large scale integrated mix of uses and it is visible from a major arterial roadway (UD Hwy1/15-501), but is not accessible from this roadway.

VOTE #1: APPROVE A STATEMENT ON LONG RANGE PLAN CONSISTENCY AS IT RELATES TO THIS REZONING REQUEST:

Motion Option 1: *“I make a motion that that the request **IS** consistent with the adopted long-range plan.”*

Motion Option 2: *“The request for Residential Restricted (RR) zoning does not conform with the recommendation of the long-range plan designation of Mixed Use Activity Area therefore, I make a motion that that the request **IS NOT** is consistent with the adopted comprehensive plan. However, it should be noted that the request appears to be appropriate given that the location does not lend itself to facilitating development of a large scale integrated mix of uses and it is visible from a major arterial roadway (US Hwy1/15-501), but is not accessible from this roadway.”*

Option 3 - Unique motion: The suggested motions above are provided based on the recommendation and findings of the Planning Board. The City Council members are free to create a unique motion based on different articulated findings.

VOTE #2: TO APPROVE OR DENY THE REZONING REQUEST:

Motion Option 1: *“I make a motion that the proposed zoning map amendment is reasonable and in the public interest because, even though the request for Residential Restricted (RR) zoning does not conform with the recommendation of the long-range plan designation of Mixed Use Activity Area, the request appears to be appropriate given that the location does not lend itself to facilitating development of a large scale integrated mix of uses and it is visible from a major arterial roadway (US Hwy1/15-501), but is not accessible from this roadway.”*

*“Therefore, I move to **APPROVE** the request to maintain the current zoning of Residential Restricted (RR) for three tracts of land developed with a single-family dwelling addressed as 217 Amos Bridges Road.”*

Motion Option 2: *“I make a motion that the proposed zoning map amendment is not reasonable and not in the public interest because it is not consistent the with adopted long range plan; therefore, I move to DENY the request to rezone three tracts of land developed with a single-family dwelling addressed as 217 Amos Bridges Road.”*

Option 3 - Unique motion: The suggested motions above are provided based on the recommendation and findings of the Planning Board. The City Council members are free to create a unique motion based on different articulated findings.

REZONING REPORT FROM DECEMBER 17, 2019 AGENDA

*This rezoning request is conditional upon the site being annexed into the corporate City limits, for which a public hearing/vote by the Sanford City Council will also be held on December 17th.
The intent of the annexation and follow-up rezoning is that the existing house be allowed to connect to the City of Sanford public sanitary sewer system.*

Applicant & Owner: Jonathan Mark Brady

Request: Rezone from Residential Restricted (RR) in Lee County to Residential Restricted (RR) in the City of Sanford

Location: 217 Amos Bridges Road, Sanford, NC 27330

Township: West Sanford

Tax Parcels: 9644-67-4061-00, 9644-66-3981-00, and 9664-66-2964-00

Adjacent Zoning:

North (Lee Co.): Light Industrial (LI) and Residential Restricted (RR), opposite Brady Road

South (Lee Co.): Residential Restricted (RR)

East (Lee Co.): Residential Single-family (R-20), opposite Amos Bridges Road

West (Sanford): Highway Commercial (HC)

Introduction: Jonathan Mark Brady has submitted a request to rezone 1.1 ± acres comprised of three tracts of land developed with a single-family dwelling addressed as 217 Amos Bridges Road as a follow-up to the annexation request/approval. This request is associated with the connection to City maintained public sanitary sewer, which typically triggers annexation; therefore, Mr. Brady has submitted a rezoning request for your consideration.

Site and Area Description: The three adjoining tracts of land are located in the southwestern corner of the intersection of Brady Road and Amos Bridges Road. The parcels are developed and utilized as one site the is developed with a brick ranch-style house that was built in 1970. The three parcels have been legally recombined into one legal lot per a survey map recorded in Plat Cabinet 2019, Slide 76 of the Lee County Register of Deeds Office, but a new tax parcel identification number has not yet been created for reference.

Surrounding Land Uses:

- North: Opposite Brady Road is a 15.5 acre tract of land developed as Modern Machining, Inc., as machine shop. This tract has two separate zoning districts on it, with the area developed as the machine shop being zoned Light Industrial (LI). This area is in Lee County.

- South: Adjoining to the south is a 0.77 acre lot zoned Residential Restricted (RR) this is developed with a house This area is in Lee County.
- East: Adjoining the site to the east is a 2.8 acre tract of land zoned Highway Commercial (HC) and developed as Courtyard Storage, a mini-warehouse self-storage facility with outdoor storage for boats, etc. This area is in Lee County.
- West: Opposite Amos Bridges Road is a 5 acre tract of land zoned Residential Single-family (R-20) and developed as Northview Baptist Church. This area is located within the corporate limits of the City of Sanford.

Zoning District Information

Existing and Proposed Zoning: The existing and proposed zoning of Residential Restricted (RR) is established to provide areas for low-density single-family uses, with a maximum of one and one-half dwelling units per acre. Property within this zoning district should include tracts which abut or are in close proximity to existing large-lot single family development, making this an appropriate transition district between rural, agricultural, and suburban uses. The dimensional requirements include a minimum lot width of 100 feet, a minimum lot depth of 125 feet, a minimum lot size of 30,000 square feet, with principal building setbacks of 30 feet from the front property line, 30 feet from the rear property line and 15 feet from the side property lines with a maximum building height of 40 feet.

Examples of uses permitted by right within the RR zoning district include single-family detached homes (site-built, modular, and manufactured/mobile), churches, animal and crop production, forestry, stables/riding academies, and in-home daycares for children & adults. There is a list of permitted uses for this zoning district included within the agenda for your reference. (Manufactured or mobile homes are not permitted within the RR district.)

Overlay Districts

Long Range Plan: The *Plan SanLee* land use plan identifies the future land use place type for this tract of land as “Mixed Use Activity Area,” which has the following characteristics:

- Facilitate development of large-scale integrated mix of uses
- Single master-planned unit, but contextually integrated into surrounding development pattern, including strong mobility linkages
- Within close proximity to highway interchanges and major arterials
- Local example – US 1 / Spring Lane Interchange Area in Sanford

Land use designations include Civic (government services, public gathering spaces), Open Space (urban open space), Employment (professional offices and business services), Residential (attached single-family dwellings, multi-family dwellings, and upper story residence), and Commercial (retail, personal services, and entertainment). Forms of transportation include (from low to high priority mode) transit routes that accommodate trucking, public transit, on-street bike lanes, sidewalks and vehicular connectivity. Context includes Development Density with mixed commercial lot sizes, MF 16+ dwelling units/acre, Shallow to moderate building setbacks, and a 50ft height limit, Utility Infrastructure with public water and public wastewater, and a Preferred Character of a 2-4 lane urban street network, core grid street network, 300-500ft block length, sidewalks & street trees, on-street & rear parking, and landscaped off-street parking. The Current Districts include Highway Commercial, General Commercial (C-2), Light commercial & Office (C-1), Office & Institutional (O&I), and Multi-family (MF-12) – as primary districts. The Proposed Districts are General Commercial (C-2), Office & Institutional (O&I), and Multi-family Residential.

Local Overlay District Notes: Per GIS, the parcels are not located within an established floodplain or watershed. The parcels are also not located within a designated wetland area. Also, these parcels are not located within a designated historic district.

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

Utilities: The subject property appears to have access to public water via a six-inch public water main that runs parallel to Brady Road. There is also a 12-inch water line that runs parallel to Amos Bridge Road, but it appears to be on the opposite side of the street. The subject property appears to have access to public sanitary sewer via an existing 8-inch sewer line that is located to the rear of the site on the Courtyard Storage property. If the rezoning is approved, all new development or redevelopment that proposes to connect to public water and/or public sewer must be approved by the City of Sanford Public Works Department to verify compliance with all applicable regulations.

Transportation: The subject property has 237ft of frontage on Brady Road (SR 1468), a NCDOT maintained public roadway with a 60ft right-of-way width. Brady Road dead ends at the right-of-way for US Hwy 1/15-501. It also has 209ft of frontage on Amos Bridges Road (SR 1420), a NCDOT maintained public roadway with a 100ft right-of-way width. The existing residential driveway is off of Amos Bridges Road.

Development Standards: If rezoned, all of the uses permitted in the Residential Restricted (RR) zoning district would be allowed and any future redevelopment of the subject property will be required to meet the current development standards of the UDO.

Staff Information Regarding a Recommendation from the Planning Board: The recommendation from the Planning Board should include language describing whether the action is consistent with an adopted comprehensive plan (*Plan SanLee*) and any other officially adopted plan that is applicable and other matters as deemed appropriate by the board. The board may also include language briefly explaining why it considers the recommendation to be reasonable and in the public interest.

Staff Recommendation: Staff recommends that the Boards support this request. In making this recommendation, staff finds that keeping the current Residential Restricted (RR) zoning appears to be appropriate given that the location does not lend itself to facilitating development of a large scale integrated mix of uses and it is visible from a major arterial roadway (UD Hwy1/15-501), but is not accessible from this roadway.

**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 Johnathan Mark Brady, for property owned by the Versie S. Brady Life Estate, to rezone 1.1 + acres comprised of three tracts of land addressed as 217 Amos Bridges Road, identified as Tax Parcels 9644-67-4061-00, 9644-66-3981-00, and 9664-66-2964-00 as depicted on Lee County Tax Map 9642.12, illustrated on a 2019 recombination plat labeled Property of / Recombination for Johnathan Mark Brady recorded at Plat Cabinet 2019, Slide 76 of the Lee County Register of Deeds Office, and annexed into the corporate City limits on December 17, 2019, from (Lee County) Residential Restricted (RR) to (City of Sanford) Residential Restricted (RR).

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 December 17, 2019 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 1.1 + acres comprised of three tracts of land addressed as 217 Amos Bridges Road, identified as Tax Parcels 9644-67-4061-00, 9644-66-3981-00, and 9664-66-2964-00 as depicted on Lee County Tax Map 9642.12, illustrated on a 2019 recombination plat labeled Property of / Recombination for Johnathan Mark Brady recorded at Plat Cabinet 2019, Slide 76 of the Lee County Register of Deeds Office, and annexed into the corporate City limits on December 17, 2019, from (Lee County) Residential Restricted (RR) to (City of Sanford) Residential Restricted (RR). A vicinity map is included as Exhibit A.

In making this decision, the City Council of the City of Sanford hereby finds that keeping the current Residential Restricted (RR) zoning appears to be appropriate given that the location does not lend itself to facilitating development of a large scale integrated mix of uses and it is visible from a major arterial roadway (US Hwy1/15-501), but is not accessible from this roadway.

ADOPTED this the 7th day of January 2020.

T. Chet Mann, Mayor

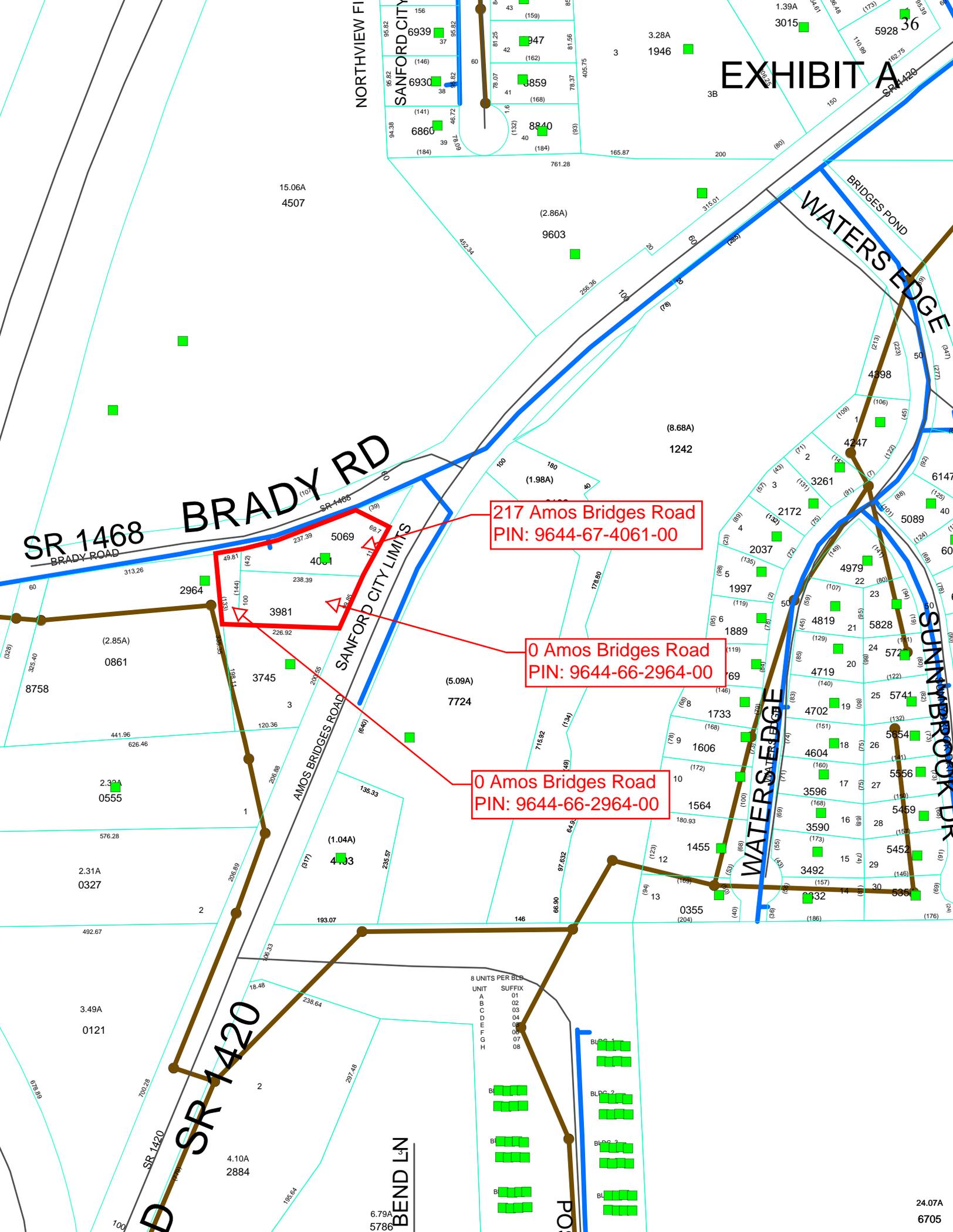
ATTEST:

APPROVED AS TO FORM:

Bonnie Davis, City Clerk

Susan Patterson, City Attorney

EXHIBIT A



217 Amos Bridges Road
PIN: 9644-67-4061-00

0 Amos Bridges Road
PIN: 9644-66-2964-00

0 Amos Bridges Road
PIN: 9644-66-2964-00

8 UNITS PER BLOCK
UNIT SUFFIX
A 01
B 02
C 03
D 04
E 05
F 06
G 07
H 08

BLDG 1
BLDG 2
BLDG 3
BLDG 4
BLDG 5
BLDG 6
BLDG 7
BLDG 8
BLDG 9
BLDG 10

**AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET
OF THE CITY OF SANFORD FY 2019-2020**

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 2019-37 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 2019-2020.

**UTILITY FUND
TRANSFER OF FUNDS**

Transfer from the Following Accounts:

30096650 69900 Contingency 25,000

Total Appropriation

\$ 25,000

Transfer to the Following Accounts:

30094200 60200 Utility Fund Administration 25,000

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 January, 2020.

ATTEST:

T. Chet Mann, Mayor

Bonnie Davis, City Clerk

2019-2020 BUDGET ORDINANCE AMENDMENT

UTILITY FUND

Transfer from the Following Funds - results in decreasing of budget

Contingency	25,000	To transfer contingency funds required to offset expenditures as described below
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Transfer to the Following Funds - results in increasing of budget

Utility Fund Administration	25,000	Consulting for system development fees and water / wastewater financial planning
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**AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET
OF THE CITY OF SANFORD FY 2019-2020**

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 2019-37 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 2019-2020.

**GENERAL FUND
APPROPRIATION OF FUNDS**

<u>REVENUES</u>		<u>EXPENDITURES</u>	
100045 30334 Insurance Proceeds	5,805	10055460 00000 Planning / HPC	5,805
Total Appropriation	<u>\$ 5,805</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 January, 2020.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

2019-2020 BUDGET ORDINANCE AMENDMENT

GENERAL FUND

Appropriation of Funds - results in increasing of budget

REVENUES

Insurance Proceeds	5,805	To appropriate insurance proceeds for item described below
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EXPENDITURES

Planning / HPC	5,805	To budget funds for replacement of damaged Wayfinding Sign
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**AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET
OF THE CITY OF SANFORD FY 2019-2020**

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 2019-37 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 2019-2020.

**GENERAL FUND
APPROPRIATION OF FUNDS**

<u>REVENUES</u>		<u>EXPENDITURES</u>	
100045 30334 Insurance Proceeds	4,751	10055450 00000 Code Enforcement	4,751
Total Appropriation	<u>\$ 4,751</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 January, 2020.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

2019-2020 BUDGET ORDINANCE AMENDMENT

GENERAL FUND

Appropriation of Funds - results in increasing of budget

REVENUES

Insurance Proceeds	4,751	To appropriate insurance proceeds for item described below
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EXPENDITURES

Code Enforcement	4,751	To budget funds for repair of wrecked vehicle (unit #82)
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