

CITY COUNCIL SPECIAL MEETING AGENDA
SANFORD, NORTH CAROLINA
Dennis Wicker Civic Center
1801 Nash Street, Sanford, NC
September 15, 2020 6:00 P.M.



1. **MEETING CALLED TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT**
5. **APPROVAL OF AGENDA**
6. **CONSENT AGENDA**
 - A. Approval of City Council Electronic Meeting Minutes Dated July 21, 2020 – (Pages 5-11)
 - B. Approval of City Council Electronic Workshop Meeting Minutes Dated August 11, 2020 - (Pages 12-16)
 - C. Approval of Ordinance Amending the Annual Operating Budget of the City of Sanford, FY 2020-2021 (Engineering Report for WTP Expansion) – (Pages 17-18)
 - D. Approval of Capital Project Ordinance – WTP Expansion – (Page 19)
 - E. Approval of Reimbursement Resolution – WTP Expansion – (Page 20)
 - F. Approval of Agreement for Professional Services with Hazen and Sawyer for the Sanford WTP Expansion Preliminary Engineering Services – (Pages 21-52)
 - G. Approval of Resolution by the City of Sanford to Adopt CDBG Plans to Extend Sewer to East Sanford – (Pages 53-99)
 - H. Approval of Ordinance Amending the Annual Operating Budget of the City of Sanford, FY 2020-2021 (Inspections Department) – (Pages 100-101)

- I. Approval of Memorandum of Understanding Between the City of Sanford and Chatham County for Joint Water Treatment Preliminary Engineering Report– (Pages 102-106)
- J. Approval of Memorandum of Understanding Between the City of Sanford and Fuquay Varina for Joint Water Treatment Preliminary Engineering Report - (Pages 107-111)
- K. Approval of Memorandum of Understanding Between the City of Sanford and Holly Springs for Joint Water Treatment Preliminary Engineering Report – (Pages 112-117)

7. SPECIAL AGENDA

8. CASES FOR PUBLIC HEARINGS: to be held jointly with the Planning Board.

Annexation Requests

- A. Public Hearing on Petition for Non-Contiguous Annexation of Village of Cumnock Property – (Pages 118-125)
 - Consider Ordinance to Extend the Corporate Limits of the City of Sanford, North Carolina – (Pages 126-129)
- B. Public Hearing on Petition for Contiguous Annexation of Pine Reserve Property – (Pages 130-136)
 - Consider Ordinance to Extend the Corporate Limits of the City of Sanford, North Carolina – (Pages 137-139)

Rezoning Requests

- C. Application by Mike Mazzella for property owned by Village of Cumnock, LLC,- to rezone a vacant 153 ± acre tract of land with frontage on Cotten Road, Cumnock Road, and Zimmerman Road for the purpose of marketing/developing a Planned Unit Development (PUD) with the land uses and density illustrated on a plan labeled “Example of Acreage Allocation, Village of Cumnock” submitted as part of the application. The plan illustrates 116.74 acres designated as Residential-Mixed (R-6), 21.42 acres labeled Neighborhood Commercial (NC), 10.08 acres labeled Multi-family (MF-12) and 4.93 acres labeled Multi-family (MF-12). The subject property is zoned Planned Unit Development (PUD) and is identified as Lee County Tax Parcel 9635-04-5989-00. The applicant has requested to keep the current zoning of Planned Unit Development (PUD) as previously assigned by Lee County in 2013.- (Pages 140-174)

This rezoning request is contingent upon successful annexation into the corporate City limits for which the public hearing will also be held on Sept. 15th. When a property goes from the jurisdiction of Lee County to the jurisdiction of the City of Sanford, the City has 60 days to assign a zoning district to it; therefore, the applicant has submitted a rezoning request to keep the current zoning of Planned Unit Development (PUD) as previously assigned by Lee County in 2013.

- D. Application by Riley Walker Development for property owned by Pine Reserve, LLC - to rezone three adjoining tracts of land totaling 16.43 acres from General Commercial (C-2) to Multi-family (MF-12-C) Conditional Zoning District with the intent being to

develop a multi-family apartment community via a site plan specific conditional zoning district. Tract 1 is 0.73 acre tract of land, developed with a house addressed as 154/156 Center Church Road, and identified as Lee County tax parcel 9631-34-9072-00. Tract 2 is a 1.19 acre tract of land developed with a house addressed as 124 Center Church Road, and identified as Lee County tax parcel 9631-44-1034-00. Tract 3 is a 14.5 acre vacant tract of land that adjoins the Tramway Crossing Shopping Center to the rear, and is identified as Lee County tax parcel 9631-44-0754-00. All parcels are identified on Lee County Tax Map 9631.03 and 9631.01.- (Pages 176-205)

This rezoning request is also contingent upon successful annexation of Lee County tax parcels 9631-44-1034-00 and 9631-34-9072-00 into the corporate City limits for which the public hearing will also be held on Sept. 15th. As previously stated, when a property goes from the jurisdiction of Lee County to the jurisdiction of the City of Sanford, the City has 60 days to assign a zoning district to it; therefore, the applicant has submitted a rezoning request for these two tracts of land and the one larger tract of land that is already in the corporate City limits with the intention of recombining all three lots into one tract of land and developing the site as a multi-family apartment community.

The Planning Board shall retire to the Auditorium.

E. Public Hearing on Botany Woods Sewer Line Extension

- Consider Adoption of Resolution Confirming Assessment Roll and Levying Assessments – Botany Woods Sewer Extension – (Pages 206-210)

F. Public Hearing on Cemetery Road Water Line Extension

- Consider Adoption of Resolution Confirming Assessment Roll and Levying Assessments – (Pages 211-213)

G. Public Hearing on Franklin Drive Water Line Extension

- Consider Adoption of Resolution Confirming Assessment Roll and Levying Assessments – (Pages 214-216)

9. DECISIONS ON PUBLIC HEARINGS

10. REGULAR AGENDA

- A. Consider Resolution Confirming Approval of Multifamily Housing Facilities Known as Garden Street, Gilmore Terrace, and Matthews Court in the City of Sanford, North Carolina and the Financing Thereof with Multifamily Housing Revenue Bonds in an Aggregate amount not to Exceed \$17,000,000 – (Pages 217-218)
- B. Consider Ordinance for System Development Fees (SDF) – (Pages 219-222)
- C. Consider Racial Equity Initiative Framework Proposal – (Page 223)

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

- A. Consider Resolution Authorizing the Advertisement of the Intent to Enter Into a Ten-Year Lease Between the City of Sanford and Brick Capital Community Development Corporation – (Pages 224-228)
- B. Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2020-2021 (CARES Grant) – (Pages 229-230)
- C. Consider Appointment to the Opioid Abuse Epidemic Commission (At Large Position – Term Expires June 30, 2021) - (Pages 231-232)
- D. Consider Quarterly Sales Report - (Pages 233-246)

12. OTHER BUSINESS

Closed Session – (Page 247)

13. ADJOURNMENT

**MINUTES OF
ELECTRONIC MEETING -
CITY COUNCIL OF THE CITY OF SANFORD
SANFORD, NORTH CAROLINA**

The City Council held an electronic meeting (Office Suite HD) on Tuesday, July 21, 2020, at 6 p.m., with the Mayor presiding from the Council Chambers of the Sanford Municipal Center, 225 E. Weatherspoon Street. The following people were connected (“present”) and participated remotely in the meeting:

Mayor T. Chet Mann
Council Member Sam Gaskins
Council Member Charles Taylor
Council Member Rebecca Wyhof Salmon
City Manager Hal Hegwer
Deputy City Clerk Vicki Cannady
City Clerk Bonnie Davis

Mayor Pro Tem Byron Buckels
Council Member Jimmy Haire
Council Member Norman Charles Post, III
Council Member James Williams
City Attorney Susan Patterson
Engineer Intern Mary De Pina

CALL TO ORDER

Mayor Mann called the meeting to order and noted that Council members were all connected and citizens were provided information prior to the meeting on how to join the meeting, which was recorded for viewing later. He will call for a roll-call vote due to the electronic connections.

Council Member Taylor gave the invitation and Mayor Mann led in the pledge of allegiance.

APPROVAL OF AGENDA

Council Member Gaskins made the motion to approve the agenda. Seconded by Council Member Post, the motion carried unanimously through roll call vote.

CONSENT AGENDA

Consider Resolution Directing the Clerk to Investigate a Petition for Annexation Under G.S. 160A-31 – West Landing Subdivision (Exhibit A)

Consider Ordinance to Erect Stop Signs Within the City of Sanford – Chapter 36, Traffic – Code of Ordinances – Valley Road at Intersection with Lakeland Drive (Exhibit B)

Consider Ordinance to Erect Stop Signs Within the City of Sanford – Chapter 36, Traffic – Code of Ordinances – Valley Road at Intersection with Rockwood Drive (Exhibit C)

Council Member Gaskins made the motion to approve the consent agenda. Seconded by Council Member Taylor, the motion carried unanimously through a roll call vote.

NEW BUSINESS

Consider Ordinance Amending Annual Operating Budget Fiscal Year 2020-2021 – Safety and Security Access Control at Service Center (Exhibit D)

Financial Services Director Beth Kelly explained that the ordinance appropriates \$100,000 of Fund Balance to Public Building; these funds are for safety and security access control at the Service Center. Part of the money has been requested through the CARES Program with Lee County. As soon as we receive the memorandum of understanding approved with the County, we

will have a budget amendment, that will replace part of this Fund Balance.

Council Member Taylor made the motion to adopt the Ordinance Amending Annual Operating Budget Fiscal Year 2020-2021 – Safety and Security Access Control at Service Center. Seconded by Council Member Gaskins, the motion carried unanimously by a roll call vote.

Consider Resolution Declaring the Intention of City Council to Consider Closing of an Unopened Street South of 1002 Hawkins Avenue (Exhibit E)

Senior Long-Range Planner David Montgomery explained that the resolution declares the intention to close an unopened street south of 1002 Hawkins Avenue. This request is by Lee Dark, which borders two of his properties. The resolution sets a public hearing for Tuesday, August 18, at 6:00 PM., at the Dennis Wicker Civic Center. (Mr. Williams connected to the electronic meeting at 6:10 PM).

Mayor Pro Tem Buckels made the motion to adopt the Resolution Declaring the Intention of City Council to Consider Closing of an Unopened Street South of 1002 Hawkins Avenue. Seconded by Council Member Salmon, the motion carried unanimously by a roll call vote.

Consider Resolution Declaring the Intention of City Council to Consider Closing of a Portion of an Unopened Alley West of 228 Charlotte Avenue and a Portion of an Unopened Alley North of 107 Second Street (Exhibit F)

Senior Long-Range Planner David Montgomery explained that Lawrence Curtis is requesting this closure and owns property east of the first closure and part of the 102 Second Street. He is looking to redevelop that property and looking to add more land to it.

Council Member Post made the motion to adopt the Resolution Declaring the Intention of City Council to Consider Closing of a Portion of an Unopened Alley West of 228 Charlotte Avenue and a Portion of an Unopened Alley North of 107 Second Street. Seconded by Mayor Pro Tem Buckels, the motion carried unanimously by a roll call vote.

Consider Resolution Declaring the Intention of City Council to Consider Closing of an Unopened Portion of Columbine Road at its Southern End (Exhibit G)

Senior Long-Range Planner David Montgomery explained that this request comes from Tom Joyner, who owns two properties east of the requested road closure, as well as the property identified as owned by Charles Hazelwood and partnership; that property is currently landlocked and he is wishing to possibly sell that for someone to develop on it. This will go before the Board of Adjustment this Thursday night in regards to the lot width requirement. Depending upon approval by the Board of Adjustment, we will move forward with the public notices. If it does not pass, he will notify Council and remove the public hearing.

Mayor Pro Tem Buckels made the motion to adopt the Resolution Declaring the Intention of City Council to Consider Closing of an Unopened Portion of Columbine Road at its Southern End. Council Member Gaskins seconded the motion. Attorney Patterson confirmed for the record whether the motion and second are contingent upon approval of the variance. Mr. Buckels and Mr. Gaskins amended their motion to include contingent upon approval of variance. The amended motion carried unanimously by a roll call vote.

Consider Update on Sales Tax Receipts (Exhibit H)

Financial Services Director Beth Kelly explained this is a sales tax analysis that Mr. Hegwer and she reviewed this last month. She explained that the customers pay the businesses the sales tax, then the businesses remit the tax to the state. The State remits the taxes to the City. The City received April's sales taxes in July. April sales were down due to the Stay at Home order by the Governor due to COVID-19. She budgeted 5.02 percent for FY 2020-21 based on what the League of Municipalities was projecting. This is information to keep you informed on the monthly sales. The 5.6 percent reduction seems lower than what is projected across the state; however, it takes us a little longer to receive the final numbers. We are waiting to see how it is going to impact us over the next few months. Mr. Gaskins asked if she knew if there was a lag on internet sales. She thinks they have to be paid the next month after collection.

Consider Utility Payment Plan Policy – Executive Order 142 (COVID-19 Moratorium on Disconnections (Exhibit I)

Financial Services Director Beth Kelly explained this is an updated version of what was discussed last month since Executive Order 142 extended the prior Executive Order 124. She had previously brought a payment policy and it was discussed at a prior meeting. She just updated it with the new dates, assuming there is no extension by Governor Cooper. If extended, she will have to bring back to Council another payment plan policy.

Mayor Pro Tem Buckels asked if we can modify the payment plan? She replied that it is a blanket policy; as far as the Executive Order, there are some things the Executive Order requires that we follow which is you have to have six months past a certain date. She is not sure if there are other types of specifications or changes Council would want to make; she will have to make sure it does not negatively impact the Executive Order 142. Mr. Buckels stated that he knows we gave a grace period of five months and on the average if someone is paying \$35 to \$40 on their water bill and now we give them six months to pay it back, then it sounds like we are doubling what they cannot already pay at first. Is there any way that it could be a certain percentage such as 5 to 10 percent to pay it back? Mrs. Kelly replied that they would not have five months outstanding. First of all, not all of our accounts are outstanding by three or four months; we do have some accounts outstanding that have not paid since April 1, when it came into effect; the most you will have is four months outstanding. You would total the amount divided by six months. Mr. Buckels was concerned that some individuals will not be able to pay the bill back in six months because if you don't pay the full amount, you can disconnect them. Mrs. Kelly replied yes. When they sign the agreement, the City has the Executive Order to disconnect them if they do not make the payment by the due date it is due. Mr. Buckels said he is trying to see if there is an alternative plan to put in place that is not so burdensome on the citizen who cannot pay it, possibly charge them a certain percentage each month on the payment plan and apply it to their bill every month. Mrs. Kelly replied that with software, we have to continually bill out the new month of consumption and we are not able to just add it in to the same bill, which is why we have the payment plan separately and we would contact the customer and we would arrange the payment amount with them, based on the policy Council approved; it cannot be combined with the regular bill, we are offering two other times during the month to pay that if they want to or they can keep it with the same time. If they don't have the extra money at the time their normal bill date is due, then they have additional time and they can choose another day of the month to pay that additional bill. It cannot be combined with the regular bill and we are offering two times a month to pay it. The requirement of Executive 142 says that you cannot give less than six months to pay it. We are offering nine months to repay it, if the total amount due is \$500 or over. Her concern about spreading it out too much is the cost to the City. Whenever staff is running a separate bill run for the additional

amount, and if they are not collected, we have to send meter readers out to cut customers' services on and off. We do not have these additional costs because we just typically cut on and cut off every month. In the last few months, there is going to be additional staffing needs/cost related to extending out payment plan any more than the nine months we are offering for those who are over \$500 owed and less than \$500 owed for six months.

Council Member Gaskins made the motion to adopt the Utility Payment Plan Policy Executive Order 142 (COVID-19 Moratorium on Disconnections. Seconded by Council Member Haire, the motion carried in favor by a six to one roll call vote. Mayor Pro Tem Buckels cast the dissenting vote.

Consider Discussion/Presentation of Providing Sewer Service to Brookhaven Subdivision (Exhibit J)

City Engineer Vic Czar stated that at the last meeting, there was a presentation of a proposed subdivision that was annexed and came for rezoning on Tramway Road which backs up to the existing Brookhaven subdivision. This subdivision came up initially as a private lift station installation because it does not meet our criteria typically for a public lift station installation. It does not serve an area large enough to meet our criteria, but there are some compelling reasons why it makes sense that it was a public lift station. One reason is the fact that the residents will get a city water bill and just continuity of water and sewer service in that area. Also, this area is going to get connected to the City in some way (the city limits can grow out in that area very easily). The third thing there is an existing sewer line not very far downstream. There is a vacant piece of property between Brookhaven and that existing sewer line, which when it develops, it is very likely that it will develop with sewer. The proximity of sewer to that property makes it much valuable with sewer than without and that would get it right up adjacent to Brookhaven. The subdivision that got annexed and rezoned is at the top of the hill and sewer flows by gravity, so it goes down through the new subdivision through Brookhaven, then to that existing sewer line (displayed on map). He displayed a second map which showed the recently annexed section. The existing 18-inch sewer line is to the east. The dash line is what it would take to get to the existing sanitary sewer line up to the subdivision where the proposed lift station is located. Staff believes the rough estimate is \$650,000 to run the sewer line to the private lift station, which is what needs to happen for Brookhaven to be served with sewer. It is a significant amount and that is the reason we allowed a private life station. We do allow private lift stations when the cost to get gravity sewer to it exceeds the cost of a private lift station by more than 2.5 times and that private lift station will cost approximately \$100,000. There is no reason to move the proposed lift station downstream, because when you look at Section A, it is \$350,000 and at that price, their recommendation is to install that Section A to eliminate maintenance of a lift station because maintenance of a lift station cost more than the maintenance of gravity sewer lines. There are 57 lots in Brookhaven; the sewer line it would take to get the proposed subdivision to the existing sewer line would provide 17 of those lots, so that means 40 lots would be remaining that would not have city sewer. It would take another 3,000 feet or a little more to serve that and estimated cost would take \$930,000 to serve the other 40 lots. It is pretty expensive sewer installation to benefit all the lots in Brookhaven. We debated this initially when this matter came up because we recognized a private lift station is not the best idea most of the time. It is our belief that Pine Lakes Mobile Home Park will probably get developed with sewer; it would get it much closer to the lift station and maybe at that point, the City could try to connect the two to eliminate the maintenance needs of the lift station.

Mr. Williams asked about the cost to each lot? Mr. Czar replied that it depends on how you look at it; if there is an extension made through the subdivision, it would cost approximately \$650,000

and he did not know if that is something you would choose to assess or not because that is the cost to get sewer to those lots. So if assessed, the total cost to each lot would be about \$30,000. If the City participates to some degree and allow the 17 lots to have sewer and only assess the remaining 40 lots, it is \$25,000 per lot. You would have to figure it out to make it equitable throughout the subdivision. You would have the question of annexation also. If you look at where Brookhaven is located, it seems to him that the City could grow in that direction or around it. It would be a donut hole if you do not require annexation as part of consideration for receiving city sewer. Services are affected by a donut hole. There is no reduction in cost that the developers are paying that would help the residents in Brookhaven.

Mayor Mann stated that we do not know how many people would be interested in sewer in the Brookhaven subdivision and the interest level would be determined by their cost. Council Member Salmon asked staff to reach out to the people who were asking about sewer and let them know about the preliminary cost and also that the matter was looked into.

Consider Discussion/Presentation of Cumnock Village Annexation and the City's Annexation Philosophy (Exhibit J)

Community Development Director Marshall Downey presented a two-part powerpoint presentation on the Village of Cumnock. As Council recalls, staff brought a petition from the property owners of the Village of Cumnock in February. At that meeting, Council had a lot of questions and decided to table the request. The purpose of this presentation is for staff to give more in-depth background about how we got here to the petition received in 2019 and in July 2020. As part of that discussion, staff would like to talk about the annexation philosophy and how it may apply to this area in combination with the Land Use Plan, utilities, fire service, etc.

In 2011, staff was approached by the owners about rezoning several acres located at the intersection of Highway 421 and the "new" Highway 421 Bypass. The owners were looking at new development opportunities that may be presented as their properties were in close proximity to the new interchange of the 421 Bypass. The first action was to submit a request for conditional rezoning for 128 acres closest to the intersection. The owners wanted to create a conditional zoning district focused on commercial. At the time, the owners felt there was real opportunity for some type of commercial such as truck stop, convenience type store when the Bypass opened. They also gained control of several other properties. The request was brought forward in November 2011 and was approved by the Lee County Board of Commissioners. Within the next six months to a year, they came back to staff and indicated that they had gained control of several more properties. In working with them, staff agreed to look at a master plan to look at the different areas they had and the different land use types. They had a mix of high and low density residential, as well as commercial and industrial uses.

Staff conducted three to four neighborhood meetings in the community at Buds Barbecue. Upon conclusion, is the master plan that the county was presented. Mr. Downey referred to a map entitled Village of Cumnock Rezoning – 2013 and displayed the various zonings. The Village of Cumnock Master Plan - Tract 1 was approved in 2011. The large blue area PUD/CZ is important; it is the property that the owners want to move forward with high-density development R-6 and MF-12 in 2019, which will necessitate access to public sewer. The City of Sanford has the ability to deliver this service but our policy requires a petition for annexation. What they are looking at in 2019-2020 in terms of rezoning, is fundamentally the same. The map shows a combination of 116 acres of single-family; about 14 to 15 acres of multi-family and about 21 acres of neighborhood commercial. You

would have a mixed-use development; they used the term – Planned Unit Development (PUD). It is almost the same proposal they presented in 2013.

Mr. Taylor asked if this presentation will be made public on the City's website so that the residents in Cumnock can view this document. Mr. Downey replied that they can do that but to keep in mind as staff moves forward with it, there will be public neighborhood meetings as was done in 2013. Mr. Taylor added there is a lot of talk that the residents do not know what is happening with this project and he would like for transparency reasons to allow the residents in that area to know what is going on. Mr. Downey stated that the applicant is always willing to work with staff and there would be a couple of neighborhood meetings due to COVID conditions. If Council would like to move with annexation; the next step would be to work with the developer to set up an in-person event at the Civic Center.

Mr. Downey explained that the second part of the presentation is about the Land Use Plan and explained why it does not necessarily reflect this being a growth area, etc. He referenced the 2013 Wastewater Master Plan that Planning staff participated in with the Public Works Department. It shows the growth area based on where our existing sewer was and where there is a likelihood of expanding the sewer, based on current lines in 2012-2013. Sewer is not an issue for the Village of Cumnock; the developer can tap into it. When staff drafted the Master Land Use Plan, staff looked at this area and strongly considered it. Ultimately, they did not include it in the growth area because the US #1 and US 15-501 corridors became the primary target for growth area but there were factors that would dictate that it could be. It was not known how active the US Highway 421 corridor would be.

The Fire Department indicated that the City's existing arrangement with the Northview Volunteer Fire Department could be expanded to cover this area. Mr. Downey explained that discussion was held regarding land being donated for a fire station by the **developer** of Galvin's Ridge. Mr. Hegwer stated that we could hire nine additional firemen at Northview Fire Station. Northview Fire Department has a sub-station right around the Cumnock subdivision. Our goal, long-term, would be to put nine additional firemen at the Northview Fire Department and we have them in the budget for this year and we are having conversation now with Northview. Ultimately, as discussed, we would add an additional fire station in the Deep River Road area very close to Galvin's Ridge subdivision. Both would need to be done over time. Staff feels that area is going to grow very quickly. We are coming back with a SAFER grant to obtain those additional firemen. Staff was informed by the County, as we approached Northview Fire Department and County administration about converting Northview's Fire Station, that the fire marshal stated it would be a change of use to accommodate additional personnel. The Fire Station was also designed initially to accommodate firemen and then the fire station did not accommodate it; it was used more for administrative staff and there were no sleeping quarters year-round. We are looking at having to make an investment in the Northview Fire Department in order to make the sleeping quarters available for the firemen. Staff was not aware of the issue when we prepared the budget.

Mr. Downey stated that the request to direct the clerk to investigate this petition was tabled at Council's meeting on February 18, 2020, and staff is seeking direction to place the annexation petition back on the agenda for consideration. If Council decides to move forward, staff will work with the applicants regarding the conditional zoning process and schedule neighborhood meeting and public hearing.

Mayor Mann asked if Council wanted to revisit this matter. It was the consensus of Council to bring it back to Council for consideration.

Other Business

Mayor Pro Tem Buckels said someone approached him and indicated that they were not able to listen to the audio and he is not sure what happened. Hopefully, staff can look into this matter.

Mr. Gaskins stated that Duke Energy left a mess on Hermitage Road, where a tree fell on a power line, and asked if there was anything we can do to get the subcontractor to clean it up. It is a recurring problem with Duke Energy. Mr. Hegwer said we will do our best, but we share the frustration. In many cases they are not required to clean it up. Mr. Gaskins asked if there are state restrictions where we clean it up and invoice Duke and its contractors; we put liens on other individuals. Mr. Hegwer replied that we will check on it.

Mayor Mann stated we had some actions taken last night with the County and the County is asking the City to take over some of the parks and discussion needs to be held at an interlocal committee meeting.

Mayor Mann thanked the public for remaining calm as we move forward during this pandemic. It is becoming more apparent to wear a mask to reduce the spread of COVID 19 and not have mass gatherings in public places.

ADJOURNMENT

Mayor Pro Tem Buckels made the motion to adjourn the meeting; seconded by Council Member Salmon, 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

**MINUTES OF
ELECTRONIC WORKSHOP –
CITY COUNCIL OF THE CITY OF SANFORD
SANFORD, NORTH CAROLINA**

The City Council met remotely through an electronic meeting (Office Suite HD) on Tuesday, August 11, 2020, at 6:00 p.m., with the Mayor presiding from Council Chambers of the Sanford Municipal Center, 225 E. Weatherspoon Street. The following people were connected (“present”) and participated remotely in the meeting:

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

CALL TO ORDER

Mayor Mann called the meeting to order.

Preliminary Report on Equity and Well-Being in Sanford and Lee County (Exhibit A)

Dr. Hannah Gill, Associate Director of the Institute for the Study of the Americas at the University of North Carolina at Chapel Hill School of Government (“the Institute”), reviewed information on the attached Exhibit A, which was updated from the department’s Building Integrated Communities (“BIC”) assessment in 2015 and other local government strategies. She noted that the report, which is only an unfinalized draft, focuses on the three most populous groups in Lee County – African-American, Hispanic, and White – and indicates that higher percentages of African-Americans and Hispanics fall below the poverty line, own fewer homes and businesses; have lower median household incomes, life expectancies, and high school graduation rates; fewer bachelor’s degrees; and higher obesity rates. She underscored the importance of these statistics since they are root causes of other disparities and commented that this information is not surprising, considering systemic barriers in the past but fortunately, there are many things cities can do to help. Dr. Gill reviewed possible next steps for immediate action, long-term assessment and planning, or a combination of both, as shown on the exhibit in order to build trust and allow community organizations to seek grants. A stakeholder group could help spearhead a community assessment and we could become a member of the Government Alliance on Race and Equity, and appoint a team of City staff to participate in training to implement changes throughout local government. She also explained that we would have to decide whether we want to focus on one issue or take a more comprehensive approach.

Mayor Pro Tem Buckels, who helped initiate this study, agreed that the data wasn’t surprising and commented that the problem didn’t develop overnight nor could it be resolved overnight. He suggested Council appoint stakeholders who could report back with recommendations; noted that much of the data was from 2017; suggested things have not improved since that time, and commented that these disparities eventually affect everyone.

Dr. Gill explained that the City of Durham had a diverse group of about 16 stakeholders (various ages and races) on their task force and encouraged us to include as many people as possible if we appoint a group. Council Member Taylor noted that the Bharat Forge facility is an Indian-owned company and he suggested we include members of their staff. He questioned whether there is a communication

problem since many prominent members of the African-American community were not aware of the Central Carolina Community College program for two years of free tuition to our area's high school graduates and noted that he has suggested that the Sanford Area Growth Alliance ("SAGA") board develop a plan for increasing minority recruitment and representation. SAGA Executive Director Michael Smith explained that SAGA continues to diligently identify people who are interested in becoming involved with leadership, and the challenge is the fact that many small business owners are extremely involved in their businesses and suggested that the COVID-19 pandemic will make it even more difficult for them to serve in a position away from their businesses.

Council Member Gaskins suggested we concentrate on education since lower levels of income and home ownership are directly related to education, and lower high school graduation rates are a large part of that problem. He commented that there are opportunities in our area for skilled workers, with more than 1,300 new jobs coming from new businesses in Sanford and Lee County, and about 700 of them will have an average annual wage of more than \$80,000. Mayor Mann explained that local high schools now have counsellors to help create pathways for students to enroll at CCCC through the Lee County Promise program to gain workforce skills or transfer to a four-year college and suggested that the challenge to Council is to figure how to bring that message to those who need it most.

Council Member Salmon suggested we take action quickly since many of these issues are currently at the forefront. Council Member Williams suggested we share information through local churches and social media, and Brick Capital could help with home ownership issues since they already have programs in place. Mayor Mann suggested we explore whether CCCC or the County would be interested in adding counsellors to focus on minority families, and use the City and County public information officers to make information more readily available. Mayor Pro Tem Buckels suggested we address not only young students but adults who have difficulties due to deep systemic issues and immediately locate experts who can help make recommendations on how to move forward and galvanize resources. Council Member Gaskins noted that with school starting soon, counsellors should adequately communicate all available options to members of the minority community and using the Boys' and Girls' Club to help get information to disadvantaged youth.

Mayor Mann questioned whether there was consensus to consider engaging Dr. Gill and the Institute to explore next steps while Council considers immediate action. Consensus was reached for Dr. Gill to identify a scope of work and requested that data be shared with the public.

Update from SAGA (Sanford Area Growth Alliance) – Exhibit B

SAGA Existing Industry Development Manager Jimmy Randolph provided an update on local businesses as follows: Moen representatives proactively informed employees that they would be finding another source for its finishing process in the first quarter of 2021. They hope natural attrition will allow some employees to exit instead of being laid off work. Company representatives spoke quite highly of our community, government and labor force, with some employees being with the company for the entire 40 years Moen has been in Sanford. The company would not be leaving Sanford entirely and may expand other assembly aspects, and SAGA would work with them to help make that a reality. Mr. Randolph stated that he had spoken with other local companies who are eager to hire new employees and he has connected them with Moen's Human Resources Department. Once the Worker Adjustment and Retraining Notice ("WARN") is issued (about 90 days before jobs are actually eliminated), the State will offer programs through NC Works and job fairs to address needs of impacted workers. Pfizer representatives have indicated that they are focused on the health and well-being of their labor force during the COVID-19 pandemic while work progresses on their new gene therapy project expansion and

other large employers have also indicated that things are going quite well in spite of the pandemic. Mayor Mann suggested Sanford is faring well because of our diverse workforce.

SAGA Economic Development Director Bob Joyce explained that things have slowed down recently, which is typical for this time of year but he continues to working on new prospects. He noted that pandemic-related travel restrictions are contributing to fewer visits. The Bharat Forge project continues to move forward with large presses that are critical to their production due in the next 30 days. Work continues on the Audentes project at Central Carolina Enterprise Park (“CCEP”), with laboratory modules being assembled off-site before they are installed at the shell building. Clearing and grading are underway on the second Spec building at CCEP and they are already receiving inquiries. Three trade shows previously scheduled have been cancelled, so they will re-evaluate marketing strategies but they are still receiving requests for information.

SAGA Executive Director Michael Smith stated that he would attend a virtual conference tomorrow and their staff continues to evolve in an effort to be as effective as possible. He thanked Council for supporting him as CEO for the last two years and announced that he would be focusing on economic development, with Jimmy Randolph to serve as the new CEO beginning August 17.

Update on Kendale Shopping Center (Exhibit C)

Community Development Director Marshall Downey explained that staff is working with MINA school representatives to achieve a better product. School representatives attended a recent Technical Review Committee meeting but they do not want to do extensive work on the parking lot in front of the school. Incorporating part of the site into the trail system was discussed (since it is located between two existing portions) but staff has not been able to move that forward. School representatives are not comfortable donating property to the City, which is required before the City can make any improvements, but MINA representatives indicated that they want to work with the City to make improvements other than those originally proposed.

Council Member Byron Buckels reviewed the attached renderings and noted that some features (benches and trees) are for illustrative purposes only, not specific requests. He explained that school representatives are concerned that having a green space or sidepath in front of the school may present security issues but indicate willingness to donate a portion of the property in front of the school to the City to enhance the area. Council Member Gaskins suggested an arborist be consulted about what types of trees to plant and whether to use cherry trees like those already planted at the Municipal Center. Council Member Salmon questioned whether the school would commit to maintaining the space and Mr. Downey indicated that school representatives assumed the City would remove asphalt and sow grass. The MINA board is scheduled to meet August 13, at which time this will be discussed. Ms. Salmon agreed that sidewalk improvements could unify and revitalize the entire strip along Kendale and suggested that we begin work on an agreement for easement acquisitions or donations for future improvements.

Regarding next steps, Mr. Downey explained that the school will receive its Certificate of Occupancy soon and will be responsible if trees aren’t installed before that time. Council Member Taylor suggested that other nearby areas be considered collectively, along with the Kendale corridor. Mr. Hegwer commented that more information will be available after MINA’s August 13 meeting and Council can determine what, if any, public investment can be considered along the rights-of-way; he also noted that no funds were included in the current budget. Mr. Buckels complimented MINA for their

improvements and stated that citizens can be encouraged with the potential for multi-family housing and retail improvements in the Kendale area.

Information on Automated Mowing (Exhibit D)

Public Works Manager Fedd Walker presented information on robotic lawn care as shown on the attached exhibit and played short video clips showing how they operate. He explained that the mowers work on a continuous basis, approximately 16 to 22 hours daily, and trim rather than cut grass. They can operate in rain but are not recommended for use in standing water; are quieter and safer than traditional mowers; and have no engines to maintain. Various models are available for different terrains and eight mowers are recommended for use at City Hall at an estimated cost of \$65,000 (mowers, charging stations, set up, installation, training). Regarding the return on investment, Public Works Director Victor Czar explained that personnel can be used in other places (particularly useful since inmates from the local prison are not allowed to work with staff during the pandemic) and we would not have to replace the zero-turn mowers currently being used. As the technology evolves, units may be available for use at the water treatment plant and wastewater treatment plant. The units have built-in alarm and GPS systems, so they could be located if stolen and would be inoperable by others. The mowers would also eliminate employees using mowers at isolated locations and reduce workers' compensation insurance costs. Mr. Walker explained they could possibly be used on highway medians but traffic could present a danger. Financial Services Director Beth Kelly explained that savings from capital lines and the parks department (since the pandemic prevented the splash pad from opening this summer) could fund the one-time purchase of the units. Mr. Czar explained that if the robotic mowers prove to be adequate and lawn mowers are no longer needed, they would be sold as surplus.

Mayor Mann commented that there appeared to be consensus to include a budget amendment for the purchase of robotic mowers on the next Council agenda.

Update on Parks Advisory Committee (Exhibit E)

Parks Director Don Reuter reminded Council that a parks citizen advisory committee had been discussed at the Council retreat. An advisory committee could analyze issues (such as the property around the MINA school discussed in the previous item), and make recommendations and suggest direction to help with the City's vision for our park system but final decision-making authority belongs to Council. He reviewed information on the attached exhibit, encouraged Council to develop a comprehensive plan for our parks, and to work with the county and state since parks are a vital part of any community. Public Works Director Vic Czar requested consensus from Council to move forward and develop an application for citizens interested in serving on the committee. Council Member Taylor requested that local home school groups be included since they have no on-site facilities and Mr. Reuter noted that school athletes often use local parks for training. Mayor Mann stated there was consensus to move forward with forming a Parks Advisory Committee, instructed Mr. Reuter to move forward, and encouraged Council to provide feedback to Mr. Reuter, along with names of potential members.

Update on Farmers Market (Exhibit F)

Downtown Sanford, Inc. Director Kelli Laudate explained that the recent relocation of the Farmers' Market from the Agricultural Center to the downtown area has been very successful and there have been discussions about housing a permanent agricultural marketplace in the downtown area, perhaps at the former King Roofing building, which is owned by the City. Joni Martin, with Progressive Development Contracting, explained that the building has historical significance, having been dismantled from a military base in South Carolina and reassembled at its current site right after World War II. It has hardwood floors, exposed beams and trusses, and a second level that could be used as a

City Council Workshop
August 11, 2020

mezzanine. Dr. Bill Stone, Director of the McSwain Agricultural Center, indicated that local citizens have already offered to donate old agricultural tools and machines that would highlight our area's rich agricultural history. Ms. Martin suggested the space could be used for events other than the Farmers Market, including a restaurant with outdoor seating, music events, a demo kitchen, would provide fresh, nutritious food in an area currently lacking a grocery store, and serve as a showcase for Sanford. Ms. Laudate requested Council's blessing to investigate this potential project and stated that it may have a contributor.

Council Member Taylor commented that there have been previous discussions about the King Roofing building and downtown parking, and requested minutes from previous Council meetings regarding this. He stated that Council shied away from demolishing the building due to concerns about asbestos and questioned the potential project costs, and commented that the attached exhibit includes improvements to the area around the building but that property is not owned by the City. Ms. Laudate explained that no funds were being requested from the City and they were only asking that Council allow them to investigate this potential project, especially since there is a strong chance that someone may fund it. Council Member Salmon agreed that she wasn't comfortable guaranteeing support without investigating the issues raised by Mr. Taylor. City Manager Hegwer agreed to have staff investigate minutes from prior meetings and Mayor Mann suggested this issue be included on the next Council agenda. Ms. Martin explained that the attached illustration was used only to identify the King Roofing Building, not as an illustration for any potential project and if this property were restored, it would increase interest in this area. Ms. Salmon explained that she misconstrued the level of commitment being requested and approved investigating the potential for such a project. Mayor Mann noted that there appeared to be consensus to pursue investigating the potential to use the King Roofing Building as an agricultural marketplace and it would be included as an agenda item at Council's next meeting.

OTHER BUSINESS

Council Member Haire commented that it was the anniversary of the Social Security program, which began on August 12, 1935.

Mayor Pro Tem Buckels suggested there will likely be major problems when the moratorium on evictions is lifted and with experts forecasting an eviction crisis, he suggested that staff consider holding conversations on this issue.

ADJOURNMENT

Mayor Pro Tem Buckels made the motion to adjourn the meeting; seconded by Council Member Gaskins, the vote carried unanimously through a roll call vote.

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

**AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET
OF THE CITY OF SANFORD FY 2020-2021**

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 2020-22 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 2020-2021.

**UTILITY FUND
APPROPRIATION OF FUNDS**

<u>REVENUES</u>		<u>EXPENDITURES</u>	
300945 54000 Retained Earnings	255,000	30096650 00000 Contribution - Capital Project	255,000
Total Appropriation	<u>\$ 255,000</u>		

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

ADOPTED this, the 15th day of September, 2020.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

2020-2021 BUDGET ORDINANCE AMENDMENT

UTILITY FUND

Appropriation of Funds - results in increasing of budget

REVENUES

Retained Earnings	255,000	To appropriate retained earnings for item described below
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EXPENDITURES

Contribution - Capital Project	255,000	Preliminary engineering report for the Water Treatment Plant expansion
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CAPITAL PROJECT ORDINANCE
WATER TREATMENT PLANT EXPANSION

BE IT ORDAINED by the City Council of the City of Sanford, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is for expansion of the existing Water Treatment Plant. This project is to be financed through retained earnings and contributions from other local governments.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the documents, and the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Water Treatment Plant Expansion	\$ 655,000
---------------------------------	------------

Section 4: The following revenues are anticipated to be available to complete this project:

Contribution from Utility Fund	\$ 255,000
Contribution from Other Local Governments	\$ 400,000

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of state / federal regulations.

Section 6: Funds may be advanced from the Utility Fund for the purpose of making payments as due.

Section 7: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and on the total revenues received and claimed.

Section 8: The Finance Officer is directed to include in the annual budget information projects authorized by previously adopted project ordinances which will have appropriations available for expenditure during the budget year.

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

ADOPTED this, the 15th day of September, 2020.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

REIMBURSEMENT RESOLUTION
WATER TREATMENT PLANT EXPANSION

WHEREAS, the Finance Officer has described to the Council the desirability of adopting a resolution, as provided under federal tax law, to facilitate the unit's using financing proceeds to restore the unit's funds when the unit makes capital expenditures prior to closing on a bond issue or other financing.

BE IT RESOLVED by the City of Sanford as follows:

Section 1: The project authorized is engineering for the Water Treatment Plant expansion in the amount of \$655,000.

Section 2: The project is to be financed. Currently, the expected type of financing is bond proceeds and the expected maximum amount of bond proceeds to be issued or contracted for the project is \$655,000.

Section 3: Funds that have been advanced, or may be advanced, from the Utility Fund for project costs are intended to be reimbursed from the financing proceeds.

Section 4: The adoption of this resolution is intended as a declaration of this unit's official intent to reimburse project expenditures from financing proceeds.

ADOPTED this, the 15th day of September, 2020.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

**AGREEMENT
FOR PROFESSIONAL SERVICES**

Between

The City of Sanford, NC

And

Hazen and Sawyer

FOR

**Sanford Water Treatment Plant Expansion
Preliminary Engineering Services.**

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OWNER: [The City of Sanford, NC]

PROJECT: [Sanford Water Treatment Plant Expansion
Preliminary Engineering Services]

**AGREEMENT BETWEEN The City of Sanford, NC AND HAZEN AND SAWYER
FOR PROFESSIONAL SERVICES**

This Agreement, dated the _____ day of _____, 2020 is made and entered into between

The City of Sanford, NC (Owner, hereinafter "**OWNER**")
225 E Weatherspoon Street
Sanford, NC 27331-3729

and

Hazen and Sawyer (hereinafter "**ENGINEER**")
4011 WestChase Boulevard, Suite 500
Raleigh, NC 27607.

WHEREAS, **OWNER's** Project, of which **ENGINEER's** services under this Agreement are a part, is generally identified as follows:

Provide professional engineering services in preparation of a preliminary engineering design report for the Sanford Water Treatment Plant (WTP) expansion to meet drinking water demands, (hereinafter "**PROJECT**"); and

WHEREAS, **OWNER** requests **ENGINEER's** services in connection with the **PROJECT**;

NOW THEREFORE, in consideration of the mutual promises herein contained, **OWNER** and **ENGINEER** agree as follows:

Art. 1 THE AGREEMENT DOCUMENTS

- 1.1 Included Documents. The Agreement consists of: (1) this Agreement, including Schedule A, Scope of Services, and Schedule B, Compensation, attached hereto.
- 1.2 Entire Agreement. The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.
- 1.3 Modification. **Unless otherwise provided for herein**, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing and executed by **OWNER** and **ENGINEER**.

Art. 2. SCOPE OF SERVICES AND DIVISION OF RESPONSIBILITIES

- 2.1 OWNER Responsibilities. In addition to other responsibilities of **OWNER** as set forth in this Agreement, **OWNER** must designate its representative to fulfill the following responsibilities, at its expense, which **ENGINEER** shall rely upon:
- a) Provide **ENGINEER** with all criteria and full information as to **OWNER's** requirements for the **PROJECT**, including design objectives and constraints, flexibility, expandability, capacity and performance requirements, budgetary limitations, operating and testing data, as-built drawings, and previous reports if any. Provide **ENGINEER** with copies of all design and construction standards that **OWNER** will require to be included in the Drawings and Specifications, and provide copies of **OWNER's** standard forms, conditions, and related documents for **ENGINEER** to include in the bid documents, when applicable.
 - b) Provide to **ENGINEER** any other available information pertinent to the **PROJECT** including reports and data relative to previous designs, or investigation at or adjacent to the Site.
 - c) Following **ENGINEER's** assessment of initially-available **PROJECT** data and upon **ENGINEER's** request, provide or make available such additional **PROJECT** related information and data as is reasonably required to enable **ENGINEER** to complete its services. Such additional information or data includes the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the **PROJECT**, the Site, and adjacent areas.
 - 6. Data or consultations as required for the **PROJECT** but not otherwise identified in the Agreement or the Exhibits thereto.
 - d) Provide prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of the presence at the Site of any environmental concern, or of any other development that affects the scope or time of performance of **ENGINEER** services, or any defect or nonconformance in **ENGINEER** services, the Work, or in the performance of any contractor.

- e) Arrange safe access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under the Agreement.
- f) Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the **PROJECT** designed or specified by **ENGINEER** and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the **PROJECT**.

Art. 3. NOTICE TO COMMENCE WORK AND DURATION OF AGREEMENT

- 3.1 Commencement. **ENGINEER** is authorized to begin rendering services as of the effective date and issuance of Notice-to-Proceed and will terminate either: (1) upon the satisfactory completion of **ENGINEER's** scope of services set forth in Schedule A; (2) on the date specified in Schedule B, if such date is specified, as applicable; or (3) as otherwise terminated under this Agreement.
- 3.2 Time for Completion. **ENGINEER** shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Schedules A and/or B. If, through no fault of **ENGINEER**, such periods of time or dates are changed, or the orderly and continuous progress of **ENGINEER's** services is impaired, or **ENGINEER's** services are delayed or suspended, then the time for completion of **ENGINEER's** services, and the rates and amounts of **ENGINEER's** compensation, shall be adjusted equitably. If **OWNER** authorizes changes in the scope, extent, or character of the **PROJECT**, then the time for completion of **ENGINEER's** services, and the rates and amounts of **ENGINEER's** compensation, shall be adjusted equitably. **OWNER** shall make decisions and carry out its other responsibilities in a timely manner so as not to delay **ENGINEER's** performance of its services.

Art. 4. PAYMENT AND BILLING

- 4.1 Payment Amount(s). As compensation for the services to be performed by **ENGINEER**, **OWNER** shall pay **ENGINEER** the amount(s) set forth in Schedule B, attached hereto. The method of compensation shall be set forth in Schedule B. **OWNER** agrees only to be liable for payment to **ENGINEER** for **ENGINEER's** proper performance of services, as provided for in Schedule B.
- 4.2 Invoicing and Documentation. **ENGINEER** shall keep accurate back-up documentation of the time expended in executing its scope of work. Payment for services performed by **ENGINEER** shall be based upon **ENGINEER's** satisfactory completion of services as properly invoiced and documented by **ENGINEER**. **ENGINEER's** invoices and documentation shall be subject to verification by **OWNER** prior to payment. Invoices submitted by **ENGINEER**, at a minimum, shall:
 - a) accurately describe the services rendered during the invoice period;
 - b) identify any other authorized expenses incurred hereunder; and

- c) make reference to this Agreement, and otherwise identify the invoice in such manner as **OWNER** may reasonably require.

All invoices and billing documentation shall be sent to **OWNER** at the following address:

City of Sanford
 Attention: Paul Weeks, PE
 225 E. Weatherspoon Street
 Sanford, NC 27331-3729

- 4.3 Failure to Pay. If **OWNER** fails to make any payment due to **ENGINEER** for services and expenses within 30 days after receipt of **ENGINEER's** invoice, then **ENGINEER** may, after giving seven days written notice to **OWNER**, suspend services under this Agreement until **OWNER** has paid in full all amounts due for services, expenses, and other related charges. **OWNER** waives any and all claims against **ENGINEER** for any such suspension.
- 4.4 Disputed Invoices. If **OWNER** contests an invoice, **OWNER** shall promptly advise **ENGINEER** of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- 4.5 Legislative Actions. If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on **ENGINEER's** services or compensation under this Agreement, then **ENGINEER** may invoice such new taxes, fees, or charges as a reimbursable expense. **OWNER** shall reimburse **ENGINEER** for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which **ENGINEER** is entitled under the terms of Schedule B.
- 4.6 Opinions of Probable Construction Cost. **ENGINEER's** opinions of probable construction cost are to be made on the basis of **ENGINEER's** experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because **ENGINEER** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **ENGINEER** cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction costs prepared by **ENGINEER**. If **OWNER** requires greater assurance as to probable construction cost, **OWNER** must employ an independent cost estimator.
- 4.7 Opinions of Total Project Costs. The services, if any, of **ENGINEER** with respect to total project costs shall be limited to assisting the **OWNER** in collating the various cost categories which comprise total project costs. **ENGINEER** assumes no responsibility for the accuracy of any opinions of total project costs.

Art. 5. DATA AND INFORMATION

- 5.1 All documents are instruments of services in respect to this **PROJECT** and **ENGINEER** shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of **ENGINEER**) whether or not the **PROJECT** is completed. **OWNER** shall not rely in any way on any document unless it is in printed form, signed or sealed by **ENGINEER** or one of its consultants.
- 5.2 **OWNER** may make and retain copies of documents for information and reference in connection with use on the **PROJECT** by **OWNER**. **ENGINEER** grants **OWNER** a limited license to use the documents on the **PROJECT**, extensions of the **PROJECT**, and for related uses of the **OWNER**, subject to receipt by **ENGINEER** of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) **OWNER** acknowledges that such documents are not intended or represented to be suitable for use on the **PROJECT** unless completed by **ENGINEER**, or for use or reuse by **OWNER** or others on extensions of the **PROJECT**, on any other project, or for any other use or purpose, without written verification or adaptation by **ENGINEER**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **ENGINEER**, as appropriate for the specific purpose intended, will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER** or to its officers, directors, members, partners, agents, employees, and consultants; (3) To the extent allowed by law, **OWNER** shall indemnify and hold harmless **ENGINEER** and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **ENGINEER**; and (4) such limited license to **OWNER** shall not create any rights in third parties.
- 5.3 If **ENGINEER** at **OWNER's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the **PROJECT** or for any other purpose, then **OWNER** shall compensate **ENGINEER** at rates or in an amount to be agreed upon by **OWNER** and **ENGINEER**.

Art. 6. SUBCONTRACTING

Performance of this Agreement shall not be subcontracted in whole or in part without the consent of **OWNER** which shall not be unreasonably withheld. In the event **OWNER** consents to such subcontract, **ENGINEER** shall remain bound by the terms of this Agreement until the satisfactory completion of all work hereunder or the termination or expiration hereof, whichever shall first occur. **ENGINEER** may employ consultants as **ENGINEER** deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by **OWNER**.

Art. 7. CONFLICTS OF INTEREST

- 7.1 Neither **ENGINEER** nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially

antagonistic or incompatible with **ENGINEER's** loyal and conscientious exercise of judgment related to its performance under this Agreement.

- 7.2 **ENGINEER** agrees that none of its officers or employees shall, during the duration of this Agreement, serve as an expert witness against **OWNER** in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of **OWNER** for the work performed under this Agreement or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- 7.3 In the event **ENGINEER** is permitted to utilize subcontractors to perform any services required by this Agreement, **ENGINEER** agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Article 7.

Art. 8. SUSPENSION OF SERVICES

- 8.1 By OWNER. **OWNER** may suspend, delay, or interrupt the **PROJECT** for up to 60 days upon 7 days written notice to **ENGINEER**. The written notice must be in advance of the effective time and date of suspension and will fix the date on which performance of such services will be resumed. **ENGINEER** shall be entitled to an adjustment in compensation, an extension of time, or both, directly attributable to any such suspension, to the extent that such suspension was not due to any fault of **ENGINEER**.
- 8.2 By ENGINEER. **ENGINEER** may suspend, delay, or interrupt its services, or any portion thereof, for a period of 60 days upon 7 days written notice to **OWNER** for nonpayment.

Art. 9. TERMINATION

- 9.1 Termination for Cause by Either Party. Either party may terminate this Agreement at any time for cause by giving the other party **seven days** written notice if the other party fails to perform its obligations under this Agreement and fails to cure within such **seven day** period.
- 9.2 Termination for Cause by ENGINEER. Upon seven days written notice if **OWNER** demands that **ENGINEER** furnish or perform services contrary to **ENGINEER's** responsibilities as a licensed professional; or upon seven days written notice if **ENGINEER's** services for the **PROJECT** are delayed or suspended for more than 60 days for reasons beyond **ENGINEER's** control, **ENGINEER** may terminate this Agreement. **ENGINEER** shall have no liability to **OWNER** on account of such termination.
- 9.3 Termination for Convenience. **OWNER** may terminate this Agreement at any time with or without cause upon at least **fourteen days** written notice to **ENGINEER**. In

the event of such a termination for convenience, **ENGINEER** will be paid for that portion of the work satisfactorily completed prior to termination.

- 9.4 Payments Upon Termination. In the event of any termination, **ENGINEER** will be entitled to invoice **OWNER** and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. In the event of termination by **OWNER** for convenience or by **ENGINEER** for cause, **ENGINEER** shall be entitled, in addition to invoice **OWNER** and to payment of a mutually agreed upon reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with **ENGINEER's** subcontractors or consultants, and other related close-out costs.

Art. 10. CHANGES IN THE SERVICES

- 10.1 Written Change Order. **OWNER** may, by written order to **ENGINEER**, request additional services, issue revisions or direct the omission of services within the general scope of this Agreement. Any additional services shall be performed upon execution of an applicable change order regarding compensation and extensions of time. No changes will be made absent specific written direction and agreement for payment.
- 10.2 Equitable Adjustment. If such changes cause an increase or decrease in **ENGINEER's** cost of, or time required for, performance of any services under this Agreement, an equitable adjustment may be made in price and/or time of performance, provided that any claim for an adjustment must be made in strict accordance with the terms of this Agreement. **ENGINEER** shall submit such claim in writing within **30 days** of receipt of said written order.

Art. 11. NOTICES

All notices or orders provided for in this Agreement shall be in writing, addressed to the appropriate party at the address which appears below (or as modified in writing by such party) and given personally, by United States mail (return receipt requested), or by a courier service. All notices shall be effective upon the date of receipt.

OWNER if mailed by certified or registered mail, postage prepaid to:

City of Sanford, NC
 Attention: Paul Weeks, PE
 225 E Weatherspoon Street
 Sanford, NC 27331-3729;

or

ENGINEER if mailed by certified or registered mail, postage prepaid to:

Hazen and Sawyer
 Attention: Z. Michael Wang, PE, PhD

4011 WestChase Boulevard, Suite 500
Raleigh, NC 27607.

Art. 12. CLAIMS AND DISPUTES

- 12.1 Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the state where the **PROJECT** is located.
- 12.2 Dispute Resolution Procedure. **OWNER** and **ENGINEER** each hereby waives any rights it may have to a trial by jury of any such litigation. Further, any such claims or disputes and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts of the state in which the **PROJECT** is located.

Art. 13. INSURANCE

- 13.1 ENGINEER Coverage. **ENGINEER** shall procure and maintain insurance as set forth below. **ENGINEER** shall cause **OWNER** to be listed as an additional insured on any applicable general liability insurance policy carried by **ENGINEER**.
- 13.2. Minimum Coverage of ENGINEER. **ENGINEER** shall maintain at a minimum the following insurance policies and coverage with carriers authorized to cover risks and licensed to underwrite policies and have an A.M. Best's rating of A-VII or higher:
- (a) Worker's Compensation & Disability Insurance as required by all applicable state and federal laws.
 - (b) Employer's Liability with limits of **\$500,000** each accident, **\$500,000** Disease (each employee) and **\$500,000** Disease (policy limit).
 - (c) Comprehensive General Liability with minimum limits of **\$3,000,000** per occurrence and **\$3,000,000** in the aggregate.
 - (d) Professional Liability with limits of not less than **\$5,000,000**, per claim and **\$5,000,000** in the aggregate, insuring the professional liability of **ENGINEER**.
 - (e) Business Auto Insurance for all owned, hired, non-owned and Employers' non-ownership vehicles with minimum limits of **\$1,000,000** combined single limit.
 - (f) Other Insurance Coverage Requirements:
 N/A
-
- 13.3 Certificates of Insurance. **ENGINEER** shall deliver to **OWNER** certificates of insurance evidencing the coverages indicated in Sections 13.1 and 13.2 above. Such certificates shall be furnished prior to commencement of **ENGINEER's** services and at renewals thereafter during the life of the Agreement.

- 13.4 At any time, **OWNER** may request that **ENGINEER** or its consultants, at **OWNER's** sole expense, provide additional insurance coverage, increased limits, or revised deductibles.
- 13.5 Cancellation, Renewal or Modification. Should coverage afforded under any policy be canceled, non-renewed, materially changed (materially changed defined as a reduction in the policy limit by endorsement during the policy period), or allowed to expire, **ENGINEER** shall provide **OWNER** with at least 30 days prior written notice or, in the event of non-payment, ten days prior written notice.
- 13.6 Failure to Maintain Insurance. In the event **ENGINEER** fails to maintain any of the insurance required under this Agreement, it shall constitute a material breach of this Agreement.

Art. 14. INDEMNIFICATION

- 14.1 Indemnification by ENGINEER. To the fullest extent permitted by law, **ENGINEER** shall indemnify and hold harmless **OWNER**, and its officers and employees from and against claims, damages, losses and expenses of any nature or kind including, but not limited to, reasonable attorneys' fees, arising out of, resulting from or relating in any way to negligence, recklessness, intentionally wrongful conduct or breach of contract of **ENGINEER**, its subcontractors, anyone directly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 14.
- 14.2 Indemnification by OWNER. To the fullest extent allowed by law, **OWNER** shall indemnify and hold harmless **ENGINEER** and its shareholders, directors, officers, agents and employees from and against claims, damages, losses and expenses of any nature or kind including, but not limited to, attorneys' fees, arising out of, resulting from or relating in any way to negligence, recklessness, intentionally wrongful conduct or breach of contract of **OWNER**, its subcontractors, anyone directly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 14.
- 14.3 Environmental Indemnification. To the fullest extent permitted by law, **OWNER** shall indemnify and hold harmless **ENGINEER**, and its shareholders, directors, officers, agents and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of **ENGINEER**, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a environmental concern at, on, or under the site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to the injury or to destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate **OWNER** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

14.4 INTENTIONALLY LEFT BLANK

14.5 This Article 14, Indemnification, shall survive the termination of this Agreement.

14.6 Both parties acknowledge and agree that the foregoing obligations are specific considerations for this Agreement and without such duties and obligations neither party would enter this Agreement.

Art. 15. PERFORMANCE STANDARDS

15.1 Standard of Care. **ENGINEER** shall perform all professional services with the care and skill ordinarily exercised by members of the same profession currently practicing in the United States, on projects of similar size and complexity at the time the services are performed. **ENGINEER** makes no warranties, express or implied, under this Agreement or otherwise, in connection with **ENGINEER'S** services.

15.2 Reliance on Others. Subject to the standard of care set forth in Article 15, **ENGINEER** and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

15.3 **ENGINEER** shall not be required to sign any documents, no matter by whom requested, that would result in **ENGINEER** having to certify, guarantee, or warrant the existence of conditions whose existence **ENGINEER** cannot ascertain. **OWNER** agrees not to make resolution of any dispute with **ENGINEER** or payment of any amount due to **ENGINEER** in any way contingent upon **ENGINEER** signing any such documents.

15.4 During construction, **ENGINEER** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents.

15.5 During construction, **ENGINEER** shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

15.6 During construction, **ENGINEER** shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other person (except **ENGINEER**; own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification of the contract documents, other than those made by **ENGINEER**.

Art. 16. RECORDS

- 16.1 If the services to be performed hereunder relate to a state or federal government contract, the Comptroller General of the United States and the department or agency of the government having cognizance over this Agreement, and any of their duly authorized representatives, shall have access to and the right to examine any directly pertinent books, documents, papers and records of **OWNER** or **ENGINEER** involving transactions related to this Agreement.
- 16.2 **ENGINEER** shall comply with federal records retention requirements.

Art. 17. AUDIT RIGHT AND RETENTION OF RECORDS

- 17.1 **OWNER** shall have the right to audit the books and records of **ENGINEER**. **ENGINEER** shall keep such records and accounts as may be necessary in order to record complete and correct entries related to the **PROJECT**.
- 17.2 **ENGINEER** shall preserve and make available, at reasonable times for examination and audit by **OWNER** all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement. **ENGINEER** shall comply with federal records retention requirements.

Art. 18. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of **ENGINEER** and **ENGINEER's** officers, directors, members, partners, agents, employees, and Consultants, to **OWNER** and anyone claiming by, through, or under **OWNER** for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the **PROJECT** or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of **ENGINEER** or **ENGINEER's** officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by **ENGINEER** or the maximum of the professional liability insurance under 13.2(d) in this Agreement, whichever is greater.

Art. 19. SUCCESSORS AND ASSIGNEES

This Agreement is to be binding on the heirs, successors and assignees of **OWNER** and **ENGINEER**, but is not to be assigned by either **OWNER** or **ENGINEER**, without first obtaining the written consent of the other.

Art. 20. MUTUAL WAIVER OF BREACH AND MATERIALITY

Failure by **either party** to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. **OWNER** and

ENGINEER agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Art. 21. PERMITS, LICENSES, NOTICES AND COMPLIANCE WITH LAWS

- 21.1 **ENGINEER** shall comply with federal, state and local tax laws, social security acts, unemployment compensation acts and worker's compensation acts insofar as applicable to the performance of services under this Agreement.
- 21.2 **ENGINEER** shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by **OWNER**, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 21.3 **ENGINEER's** decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.
- 21.4 **ENGINEER** shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, **ENGINEER** shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 21.5 **ENGINEER** shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 21.6 **ENGINEER** shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of **ENGINEER's** knowledge, any

subcontractor employed by **ENGINEER** as a part of this agreement shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et. seq.

Art. 22. SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless **OWNER** elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within **seven days** after the finding by the court becomes final.

Art. 23. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of **OWNER** and **ENGINEER** and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

Art. 24. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in the Articles of this Agreement shall prevail and be given effect.

Art. 25. PROJECT SPECIFIC TERMS

The following additional **PROJECT** specific terms and conditions are: NA

Art. 26. COUNTERPARTS

This Agreement may be executed in **counterparts**, each of which shall be deemed to be an original.

Art. 27. APPROVAL

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and is made effective the day and year first above written.

The City of Sanford, NC

HAZEN AND SAWYER

By: _____
Name Title Date

By:  _____ 7/21/20
Z. Michael Wang Date
Vice President

Witnessed By:

Name Title Date

 _____ 7/21/20
H Thomas Tant Date
Vice President

SCHEDULE A
SCOPE OF SERVICES
City of Sanford, NC

Preliminary Engineering Services for the Sanford WTP Expansion

The scope of work to be provided by **ENGINEER** includes professional services for the elements listed below.

Note: *Where identified below, the proposed evaluations shall identify and develop preliminary upgrades/expansion concepts for future, sustainable deliverable plant capacities of 18-, 24-, and 30-mgd considering net water production and redundancy in the filtration process to accommodate backwash operations. Hereinafter, the term “future plant capacities” shall serve to reference all three expanded plant capacities.*

Raw Water Intake and Pump Evaluation

1. **ENGINEER** shall develop preliminary intake improvements to expand the existing intake structure and conduit capacity to support the future plant capacities. Intake design shall comply with State regulatory requirements and developed in accordance with current industry best design practices (including Ten States Standards guidelines). A preliminary layout shall be developed to support these proposed upgrades.
2. **ENGINEER** shall assess the viability of expanding the existing raw water pump station, defining the maximum sustainable firm capacity of the station for future plant capacities. Assessment efforts shall include review and documentation of the existing pump station configuration compared to Hydraulic Institute Standards design criteria.
3. Building from the findings of the physical model study (completed under separate contract), **ENGINEER** shall develop preliminary drawings of the upgrades to support the expansion of the existing raw water pump station to support the future plant capacities.
4. If supplemental raw water pumping capacity, beyond that available from the existing station, is determined necessary to support the future plant capacities, then **ENGINEER** shall develop concepts to support these needs through one (new) or two (new and existing) stations. Consideration shall be given to expansion of the existing station beyond the recommendations of the physical model study, to include an extension of the station combined with intake conduit improvements. **ENGINEER** shall present preliminary concepts to **OWNER**, provide recommendations, and develop a new preliminary pump station and intake conduit layouts based on **OWNER** feedback and preference for the plant expansion capacities.
5. Preliminary site planning shall be performed for any new pump station layout or expanded layout of the existing station, including locating the station, identifying current

property owners, developing site access roadway, rough grading, stand-by generator location, and security measure concepts (i.e. fence line delineation).

6. **ENGINEER** shall assess the capacity of the existing raw water transmission main to the terminal reservoir as well as the bypass and identify necessary capacity upgrades to support the future plant capacities.
7. **ENGINEER** shall identify anticipated permits for the proposed raw water infrastructure upgrades including regulatory agency, specific permit, costs, and expected duration to secure permits.

Terminal Reservoir Evaluation

1. **ENGINEER** shall review 5 years of raw water quality data to assess compliance with the NC PWS Pre-settling Rule (15A NCAC 18C .0601) including Monthly Operating Reports for the Sanford WTP, and NC DEQ Ambient Monitoring Data near the intake.
2. If any water quality criteria exceed the thresholds in (15A NCAC 18C .0601), **ENGINEER** will assess options and strategies to comply with NC PWS rules without the addition of another terminal reservoir. **ENGINEER** will prepare a memorandum that outlines the recommended strategy for submittal to NC PWS. **ENGINEER** will conduct a meeting (virtual or in person as allowed) with NC PWS to review the memorandum and obtain their feedback on the strategy for compliance with 0.0601 Rule.

Hydraulic Evaluations and Profile

1. **ENGINEER** shall develop a spreadsheet-based hydraulic model of the water treatment plant from the terminal reservoir through the finished water pump station for the existing and future plant capacities. **ENGINEER** shall calibrate the model, identifying pertinent operating data and elevations in the field.
2. **ENGINEER** shall assess hydraulic performance across the facility at existing (12-mgd) and future plant capacities. Future plant capacities shall consider implementation of high-rate settling technologies in the settling basins and the addition of new setting basins and filters as necessary. Hydraulic performance shall consider the impacts of net water production and firm filtration capacity to provide the sustainable future plant capacities.
3. Recommended hydraulic improvements will be developed to address any identified hydraulic deficiencies/bottlenecks. Improvements for a specific plant capacity shall also consider the next increment of capacity and whether the near-term hydraulic improvements should support this additional capacity. Construction efforts, operational impacts, and costs shall be evaluated when making this determination.
4. **ENGINEER** shall develop a hydraulic profile schematic identifying critical operating water surface elevations in process units across the plant at the plant capacities designated above.

Post-Filter GAC Evaluation

1. **ENGINEER** shall review the current sampling and monitoring plan for emerging contaminants in the raw water and the finished water at the Sanford WTP and provide recommendations on any additional contaminants to monitor or changes to the sampling frequency warranted to understand current trends. **ENGINEER** shall review and analyze data collected prior to and during the PER phase. This information will be used to inform which per- and polyfluoroalkyl substances (PFAS) should be further monitored in the future. This will also inform the PFAS compounds of interest that should be evaluated during bench-scale testing addressed below.
2. Conduct one rapid small-scale column test (RSSCT) to characterize breakthrough of key contaminants (PFOA, PFOS, and selected short chain PFAS) through Granular Activated Carbon. The purpose of this RSSCT is generally to define contaminate breakthrough to assess expected GAC regeneration frequency and O&M costs. The RSSCT will be conducted by Dr. Detlef Knappe at NC State University working as a subconsultant to Hazen and Sawyer.
3. The RSSCT will be conducted to simulate an empty bed contact time (EBCT) of 20 min at full-scale using a commonly used GAC for PFAS removal (Calgon F400). Samples of PFAS and dissolved organic carbon (DOC) will be collected to develop breakthrough curves of these contaminants.
4. Simulated Distributed Samples (SDS) will be conducted for TTHM and HAA5 in order to predict impact of GAC on DBP levels in the distribution system as well as develop an understanding of impact of GAC regeneration on DBPs. SDS will be conducted at two selected breakthrough TOC concentrations at two separate water ages that will represent the estimated range of free chlorine contact time at the City of Sanford WTP.
5. **ENGINEER** will use the results of the RSSCT to develop estimated costs for O&M for the post-filter GAC system to meet selected water quality goals. Water quality goals will be developed in collaboration with the City of Sanford staff and stakeholders defined by the City based on current regulatory standards, and possible future regulatory standards.
6. **ENGINEER** shall prepare an overview and summary of current and anticipated future Safe Drinking Water Act and NCPWS Regulations to assist in the identification of the water quality goals. This will include currently regulated contaminants with MCLs as well as contaminants with a Health Advisory Level (HAL) and contaminants identified in the Unregulated Contaminant Monitoring Rule (UCMR).
7. **ENGINEER** shall develop preliminary drawings of a post-filter GAC Facility to support the future plant capacities, including a preliminary site/yard piping plan, GAC facility plans, and sections.

1, 4 - Dioxane Evaluation

1. **ENGINEER** shall follow the development of regulatory action regarding 1,4-Dioxane and potential MCL's or Health Advisory Level (HAL)
2. **ENGINEER** shall review available 1,4-Dioxane data at the Sanford intake as well as other available data for the nearby locations in the Cape Fear River to assess current occurrence of contaminants in the water supply
3. **ENGINEER** shall evaluate possible advanced treatment technologies that may be required to address 1,4-Dioxane
4. **ENGINEER** shall perform a desktop analysis of advanced treatment technologies and their effectiveness for control of 1,4-Dioxane based on available industry knowledge, Hazen and Sawyer experience, and other assessment efforts in the Cape Fear watershed
5. **ENGINEER** shall evaluate how the advanced treatment technology for 1,4 Dioxane could be integrated into the existing WTP by performing hydraulic analysis and developing conceptual site plans, as well as conceptual level opinions of probable costs

Conventional Treatment Evaluation

1. **ENGINEER** shall evaluate options for rapid mix (including vertical and in-line mechanical mixers) and flocculation processes (vertical and hyperbolic mixers) to support the future plant capacities, giving consideration to the impact of net water production at the plant. Process units (new and existing) shall be evaluated based upon State regulatory requirements as well as current industry best design practices (including Ten-States Standards guidelines). Concept designs shall be prepared for the different alternatives with **ENGINEER**'s recommendation. Preliminary layouts shall be prepared for the proposed rapid mix and flocculation designs following corroboration of **ENGINEER**'s recommendations and **OWNER** preferences.
2. **ENGINEER** shall coordinate two (2) site visits to local NC utilities utilizing high-rate settling technologies. The intent of these visits shall be to better understand the configuration of the technologies including their coordination with residuals collection equipment. Visits shall also provide an opportunity to discuss specific construction challenges with retrofits as well as typical operational and maintenance related activities. **ENGINEER** shall document visits with photos and minutes detailing discussions and findings from the visits.
3. Based upon previous evaluations, **ENGINEER** shall develop preliminary layouts of new high-rate settling equipment and **OWNER**'s viable, residuals collection equipment preference into both existing and new sedimentation basins to support the future plant capacities.
4. **ENGINEER** shall develop preliminary layouts of new filters and the piping gallery extension to support the future plant capacities. Consideration shall be given to alternative filter arrangement configurations (plant's existing filter configuration versus an opposing filter design with center filter gallery) to understand the relative site impacts and pros/cons of each arrangement. Further consideration shall be given to net water production and redundancy in the filtration process to accommodate filter backwashing. Preliminary layouts shall be finalized upon review of configuration alternatives and coordination of **ENGINEER**'s recommendations and **OWNER**'s preferences.

Chemical Systems Evaluation

1. **ENGINEER** shall obtain plant MORs for the past 36 months of operation. **ENGINEER** shall coordinate with **OWNER** to identify days of operation utilizing water directly off the river (i.e. terminal reservoir bypass).
2. **ENGINEER** shall determine chemical doses based on plant operating data (turbidity, pH, TOC, etc.) for the following chemicals:
 - a. Coagulant (aluminum sulfate)
 - b. Sodium hypochlorite
 - c. Sodium hydroxide

- d. Orthophosphate
 - e. Hydrofluosilicic acid
 - f. Ammonium hydroxide or liquid ammonium sulfate
 - g. Calcium thiosulfate (storage and feed location)
 - h. Polymers (storage and feed location)
3. **ENGINEER** shall determine if the following chemicals should be added for pre-oxidation and algae control and the doses based on raw water quality:
 - a. Permanganate (sodium or potassium permanganate)
 - b. Powdered activated carbon
 - c. Algae control chemical (peroxide, based treatment of recent algae bloom in the reservoir and taste odor excursion)
 4. **ENGINEER** shall preliminarily size chemical systems equipment to support the future plant capacities including:
 - a. Bulk storage and day tanks
 - b. Transfer and recirculation pumps
 - c. Metering pumps
 - d. Secondary containment areas
 5. **ENGINEER** shall determine appropriate application points in the treatment processes, considering detention time and mixing.
 6. **ENGINEER** shall develop a preliminary schematic and controls narrative for each chemical system.
 7. **ENGINEER** shall develop preliminary Chemical Facility layout and site location

Residuals Management Evaluation

1. **ENGINEER** shall prepare residuals production estimate calculations for existing conditions and future plant capacities. Calculations shall consider chemical usage, raw water quality, and typical residuals streams quality produced from sedimentation and filter backwash operations.
2. **ENGINEER** shall review existing residuals handling facilities and operational preferences with **OWNER** and incorporate the same into preliminary design of residuals management facilities upgrades.

3. **ENGINEER** shall develop preliminary design for residuals management facilities expansion for future plant capacities, to include as necessary:
 - a. Gravity thickener(s)
 - b. Thickened residuals storage and pumping
 - c. Backwash wastewater equalization (EQ) basin
 - d. Lamella unit backwash water treatment
 - e. Belt filter press (BFP) or update operational strategy to maximize the existing BFP utilization
4. **ENGINEER** shall review filter backwash operation including frequency and sequence/procedure (and subsequent backwash water volume) to maximize the usage of the existing EQ basin.
5. **ENGINEER** shall evaluate storage volume and feed capacities for the existing polymer and sodium bisulfite systems that serve to enhance Lamella plate settler performance and provide dichlorination of the thickener overflow stream, respectively.
6. **ENGINEER** shall evaluate BFP filtrate discharge impact to NPDES discharge permit compliance.
7. **ENGINEER** shall develop preliminary layout of residuals handling facilities and site location taking into consideration the site allocation for advanced treatment addition.

Electrical Distribution Evaluation

1. **ENGINEER** shall assess capacity and reliability of the existing electrical systems to support the proposed WTP upgrades. **ENGINEER** shall develop a preliminary design for improvements required for the electrical distribution and standby power systems to support the expanded facilities.
2. **ENGINEER** shall develop a preliminary design for new instrumentation and control systems required to support upgraded facilities. Proposed system improvements shall incorporate additional automation of the WTP treatment process control strategies recommended by **ENGINEER** and desired by operations' staff. Consideration shall be given to flexibility and suitability for anticipated future expansions. System controls shall be achieved from a central operations and control stations and well as the use of mobile applications to control the plant while operations staff is out of the control room performing other tasks.

Structural Assessment

1. **ENGINEER** shall obtain and review existing construction drawings to develop an understanding of original design details of all existing structures. This information will be leveraged to identify any design concerns, particularly with any planned upgrades

involving these structures. Additionally, this information will help develop a baseline for the condition assessment of the structures, considering the age and typical design and construction practices utilized in the era in which the infrastructure was built.

2. **ENGINEER** shall conduct site visits to complete a visual assessment of the existing structures. Photographic documentation of existing conditions, including any areas of concern, shall be collected by **ENGINEER**. **ENGINEER** shall coordinate and schedule with **OWNER** any process basin draining in advance of planned site visits to allow internal inspection of structures.
3. **ENGINEER** shall coordinate and secure the services of a materials testing engineer to further document the condition of the existing concrete and other building materials only as deemed necessary to finalize assessment efforts. Recommendations for such testing services shall follow completion of the construction drawing review and visual assessment efforts. Testing efforts may include, but not be limited to, compressive strength and/or petrographic testing of concrete examples. An allowance shall be provided and used at the discretion of both the **OWNER** and **ENGINEER** to complete these analyses.
4. **ENGINEER** shall provide preliminary structural design input for any proposed upgrades to existing structures as well as new structures to support the plant expansion. Structural recommendations shall align with best industry design practices and the existing aesthetic appearance of the plant.
5. **ENGINEER** shall provide documentation detailing the preliminary structural design of rehabilitation and upgrades to existing structures as well as the design of any new process structures.

Finished Water Operational Evaluation

1. **ENGINEER** shall develop preliminary design concepts for conveying water to the City of Sanford service areas as well as potential wholesale customers through 2055.
2. **ENGINEER** shall assess the requirements for location and size of finished water storage at the WTP and within the distribution system based on the concepts for delivering water to meet future needs.
3. **ENGINEER** shall assess the existing finished water pumping infrastructure (capacity and TDH) serving the Low- and High-Pressure Zones.
4. **ENGINEER** shall develop preliminary design of the selected concept for conveyance of finished water to further vet the location, routing and cost for proposed facilities.
5. **ENGINEER** shall provide preliminary sizing (pump capacity, TDH, and motor horsepower) and preparation of a preliminary layout of a new high service pump station to support Sanford's High-Pressure and Low-Pressure zones. Pump station layout shall be coordinated with the addition of a new clearwell as warranted, considering the tank's site location and design/layout.

6. **ENGINEER** shall complete an evaluation of the existing clearwell considering water quality and disinfection (CT) requirements. Any new clearwell to support these requirements or other operational considerations in the distribution system shall be identified. As need, the preliminary layout will include interconnection of the existing and any new clearwell.
7. Preliminary design of the finished water pumps and new distribution storage tanks shall consider:
 - a. Emergency operating conditions
 - b. Demand and water quality studies for Fuquay Varina
 - c. Determine the volume of new clearwell
 - d. Preliminary design and layout of the new clearwell (incorporating HSPS layout)
 - e. Preliminary design on interconnection of existing clearwell with the new clearwell

Site Layouts and Ancillary Facilities

1. **ENGINEER** shall develop site layouts incorporating both existing and proposed facilities for the future plant capacities. Layouts shall include extension of access roads to accommodate plant traffic associated with operation and maintenance activities.
2. In collaboration with the **OWNER**, **ENGINEER** shall develop a preliminary layout of building space to support an educational display, training and wellness center. **OWNER** shall identify specific educational and training room features and exercise equipment for the specific areas to accommodate. **ENGINEER** shall identify area locations and develop architectural layouts (including dimensions) for **OWNER** approval.
3. In collaboration with the **OWNER**, **ENGINEER** shall develop a preliminary layout of a new maintenance/storage warehouse. **OWNER** shall identify specific requirements for the facility to support. From this feedback and review of existing warehouse at the City's wastewater facility, **ENGINEER** shall then develop an architectural layout of the facility and identify its location on the plant site.
4. **ENGINEER** shall utilize the Envision or LEED framework to review existing plant infrastructure and proposed facility additions and identify action items (design features, construction alternatives, and operational initiatives) for the **OWNER**'s consideration to meet defined sustainability/stewardship goals (does not include Envision or LEED certification from the U.S. Green Building Council or similar entity). **ENGINEER** shall determine project cost impacts for the implementation of the action items agreed upon to pursue in the completion of the project.

Project Delivery / Construction Sequencing / Schedule Evaluation

1. **ENGINEER** shall review all proposed upgrades for each of the future plant capacities and identify construction packages that delineate the work into logical contracts considering location, construction trades, and estimated construction costs to ensure competition between the likely prospective municipal contractors in the region.
2. **ENGINEER** shall review candidate infrastructure improvements for constructability and impacts to treatment operations. **ENGINEER** shall identify construction sequence constraints and requirements to mitigate the **OWNER**'s risk to disrupted treatment operations.
3. **ENGINEER** shall identify a construction package or construction sequencing plan that provides a near-term increase in production capacity to meet imminent demand needs for the **OWNER** and its partners.
4. Based on the previous activities identified above, **ENGINEER** shall develop a comprehensive project schedule that includes all pertinent project elements and their appropriate sequence/overlap. The project elements include specifics regarding final design, land acquisition, permitting, funding, and construction activities.

Drinking Water State Revolving Fund Application and ER/EID

1. **ENGINEER** shall prepare an application for funding from the NC Drinking Water SRF program, one on behalf of the City of Sanford for both the Fall 2020 and Spring 2021 funding rounds. This scope of services includes assistance with application preparation, compiling application supporting documentation, and compiling supporting documentation in accordance with NC DEQ guidance. This scope includes compiling existing available plans and information and does not include preparation, development, or update of any plans required by the DWSRF application (for example Asset Management Plan).
2. If requested, **ENGINEER** shall prepare an application for funding from the NC Drinking Water SRF program, on behalf of the Town of Fuquay-Varina for both the Fall 2020 and Spring 2021 funding rounds. This scope of services includes assistance with application preparation, compiling application supporting documentation, and compiling supporting documentation in accordance with NC DEQ guidance. This scope includes compiling existing available plans and information and does not include preparation, development, or update of any plans required by the DWSRF application (for example Asset Management Plan).

Cost Estimates

ENGINEER shall prepare a project cost estimate for the expansion of the water treatment plant to the future plant capacities. The project cost estimate will include anticipated land acquisition, construction, permitting, funding, and engineering (design- and construction-related) cost

considerations. Construction costs shall be presented at the mid-point of the anticipated construction schedule and prepared commensurate with a preliminary design level of detail defined for the proposed plant upgrades and expansion (AACE Level 4). **Workshops**

1. **ENGINEER** shall conduct monthly workshops to accommodate a more detailed discussion of specific project topics at critical points during the preliminary engineering effort to present concepts and receive **OWNER's** input. A total of five (5) are anticipated for this project.
2. **ENGINEER** shall prepare all meeting/workshop materials to facilitate discussions and coordinate accordingly with **OWNER** any A/V equipment necessary to present materials. Workshops shall be led by **ENGINEER** and conducted at **OWNER's** facilities/offices.
3. **ENGINEER** shall prepare draft and final minutes for workshops. Minutes shall be finalized and distributed following incorporation of comments by meeting participants. A copy of all workshop materials shall be furnished with the minutes, the combination of which serves as the documented record of the workshop and project decisions made during these events.

Deliverables

1. **ENGINEER** shall prepare up to ten (10) draft and final technical memoranda (TM) documenting the findings of the detailed evaluations described above. These documents shall serve as the body of a Basis of Design Report (BODR). Draft TMs shall be provided electronically to **OWNER** for review and comment.
2. **ENGINEER** shall prepare a draft and final BODR including an Executive Summary and the respective TMs. The draft BODR shall be provided electronically to **OWNER** for review and comment.
3. Preparation of the TMs and subsequently the BODR shall consider the requirements of the SRF ER/EID to leverage the BODR to support the SRF funding process.
4. **ENGINEER** shall provide both five (5) hard copies and one (1) electronic copy (searchable and indexed PDF) of the BODR for the **OWNER's** records.

TIME OF COMPLETION

The **PROJECT** completion date will be within seven (7) months of the date of this agreement.

SCHEDULE B
COMPENSATION
City of Sanford, NC
Big Buffalo WRF Flood Rehabilitation

OWNER shall pay **ENGINEER** as full compensation for the services identified under Schedule A in the amount of **\$655,000**. Compensation shall be on a not-to-exceed basis. The project will be invoiced on a monthly basis based on the time (hours) that **ENGINEER** works on the project, and the hourly rate (see attached rate sheet on page B-3 as part of Schedule B). See page B-2 for Task and Fee Schedule.

SCHEDULE B - COMPENSATION

**City of Sanford, North Carolina
Sanford Water Treatment Plant Expansion
Preliminary Engineering Evaluation
Engineering Fee Derivation**

TASK DESCRIPTION	STAFFING HOURS												Subtotal Hours	Labor Costs	Subconsultant Costs	Direct Costs	Total Cost		
	Employee Classification and Average Hourly Rate																Baseline	Lump Sum	Cost Ceiling
	Vice President	As. Vice President	Sr. Associate	Associate	Sr. Principal Engineer	Principal Engineer	Assist. Engineer	Architect	Sr. Principal Scientist	Sr. Princ. Designer	Principal Designer	Admin							
	\$273	\$222	\$201	\$167	\$144	\$124	\$112	\$110	\$155	\$139	\$111	\$82							
Raw Water Intake and Pump Station Evaluation	8	10	48	0	24	136	0	0	4	0	104	0	334	\$46,536	\$0	\$0	\$0	\$46,536	\$0
Terminal Reservoir Evaluation	8	14	8	0	16	44	0	0	0	0	0	0	90	\$14,660	\$0	\$0	\$0	\$14,660	\$0
Hydraulic Profile	4	4	16	32	0	0	100	0	0	0	24	0	180	\$24,404	\$5,000	\$0	\$0	\$29,404	\$0
Post-Filter GAC Evaluation	3	42	8	0	84	0	24	0	0	40	0	0	201	\$32,095	\$20,000	\$1,000	\$0	\$53,095	\$0
Conventional Treatment Evaluation	14	4	38	56	0	0	136	0	0	0	160	0	408	\$54,692	\$0	\$0	\$0	\$54,692	\$0
Chemical Systems Evaluation	10	0	28	48	0	0	48	24	0	80	40	0	278	\$39,950	\$0	\$0	\$0	\$39,950	\$0
Residuals Evaluation	6	0	30	0	16	72	0	0	0	60	40	0	224	\$31,680	\$0	\$0	\$0	\$31,680	\$0
Electrical Distribution Evaluation	0	0	56	0	0	120	0	0	0	0	40	0	216	\$30,576	\$0	\$0	\$0	\$30,576	\$0
Structural Assessment	28	0	4	32	0	0	0	0	0	0	16	0	80	\$15,568	\$20,000	\$0	\$0	\$35,568	\$0
Finished Water Operational Evaluation	12	18	68	40	4	88	64	0	0	84	72	0	450	\$65,944	\$0	\$0	\$0	\$65,944	\$0
Site Layouts and Ancillary Facilities	10	84	14	28	40	0	0	0	0	0	40	0	216	\$39,068	\$0	\$0	\$0	\$39,068	\$0
Project Delivery / Construction Sequencing/Schedule	16	12	24	72	0	0	0	0	0	0	0	0	124	\$23,880	\$0	\$0	\$0	\$23,880	\$0
SRF Application / Engineer's Report	0	6	0	48	0	142	0	0	0	0	0	8	177	\$27,612	\$0	\$0	\$0	\$27,612	\$0
Cost Estimates	12	12	24	36	0	72	0	0	0	0	0	0	104	\$25,704	\$0	\$200	\$0	\$25,904	\$0
Workshops	50	8	30	50	0	70	0	0	0	0	0	0	208	\$38,486	\$0	\$0	\$0	\$38,486	\$0
Deliverables	20	20	88	96	0	56	104	0	0	0	0	0	384	\$62,212	\$0	\$0	\$0	\$62,212	\$0
Project Management	36	32	80	16	0	0	0	0	0	0	0	0	164	\$35,684	\$0	\$0	\$0	\$35,684	\$0
TOTAL HOURS AND COSTS	237	266	564	554	184	800	476	24	4	264	536	8	3,838	\$608,751	\$45,000	\$1,200	\$0	\$654,951	\$0

Total Project Cost = \$655,000

SCHEDULE B
COMPENSATION
City of Sanford, NC
Sanford WTP Expansion

Preliminary Engineering Report

Billing Rates

Title	Average of Billing Rate
Vice President	273
Associate Vice President	222
Senior Associate	201
Associate	167
Senior Principal Engineer	144
Senior Principal Architect	134
Senior Principal Scientist	155
Principal Engineer	124
Principal Scientist	122
Assistant Engineer	112
Assistant Scientist	90
Senior Principal Designer	139
Principal Designer	111
Senior Designer	104
Designer	82
Senior Field Coordinator	126
Field Coordinator	99
Administrator	82
Technician	62

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED TO NAME AS AN ADDITIONAL INSURED IN A WRITTEN CONTRACT OR AGREEMENT PROVIDED THAT THE INJURY OR DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT. A PERSON OR ORGANIZATION IS INCLUDED AS AN ADDITIONAL INSURED UNDER THIS ENDORSEMENT ONLY FOR THAT TIME PERIOD REQUIRED BY THE CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

RESOLUTION BY THE CITY OF SANFORD TO ADOPT CDBG PLANS

WHEREAS, Title I of the Federal Housing and Community Development Act of 1974, as amended, has established the U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, and has authorized the making of grants to aid eligible units of government in funding the cost of construction, replacement, or rehabilitation of water and wastewater infrastructure, and that the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) was delegated the authority by the state legislature to administer the water and wastewater infrastructure portion of the state grant monies received from the U.S. HUD CDBG program by Session Law 2013-360, Section 15.15(a) as amended by Section 5.3 of Session Law 2013-363, and

WHEREAS, The City of Sanford has requested and may intend to request in the future state grant assistance for a project,

WHEREAS, HUD’s State CDBG program has many federal performance and procurement requirements,

WHEREAS, The City will implement these plans broadly and not specific to any single CDBG grant,

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

That the City of Sanford adopts and places into effect the following compliance plans:

- Fair Housing Complaint Procedure
- Equal Opportunity Plan
- Procurement Plan
- Language Access Plan
- Local Jobs Initiative Section 3 Plan
- Citizen Participation Plan
- Residential Anti-Displacement and Relocation Assistance Plan
- Section 504 Grievance Procedure
- Policy Prohibiting Excessive Use of Force
- Conflict of Interest Policy

Adopted this the 15th day of September, 2020 in Sanford, North Carolina.

(Signature of Mayor)

(Title)

Attest:

Signature & Title

Fair Housing Complaint Procedure

City of Sanford

Housing discrimination is prohibited by Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the North Carolina Fair Housing Act. In an effort to promote fair housing and that the rights of housing discrimination victims are protected, *City of Sanford* has adopted the following procedures for receiving housing discrimination complaints:

1. Any person or persons wishing to file a complaint of housing discrimination in the *City* may do so by informing the *City Manager* of the facts and circumstance of the alleged discriminatory acts or practice.
2. Upon receiving a housing discrimination complaint, the *City Manager* shall acknowledge the complaint within 15 days in writing and inform the Division of Water Infrastructure and the North Carolina Human Relations Commission about the complaint.
3. The *City Manager* shall offer assistance to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in the *City*.
4. The *City Manager* shall **publicize** in the local newspaper, with the TDD#, who is the local agency to contact with housing discrimination complaints.

It is the policy of the *City of Sanford* to implement the CDBG program to ensure equal opportunity in housing for all persons regardless of religion, race, color, national origin, age, sex, familial status, or **handicap (disability)**.

If you have any questions about the complaint procedure or would like to register a complaint of fair housing discrimination please contact the *City* (919-777-1121, 255 E. Weatherspoon Street, PO Box 3729, Sanford NC 27331 or mary.depina@sanfordnc.net) or, for the hearing impaired, TDD assistance is available at (TDD # 1-800-735-2961 or #711) and providing the facts and circumstances of alleged discriminatory act or practice.

This information is available in Spanish or any other language upon request. Please contact Mary DePina at 919-777-1121 or at 225 E. Weatherspoon Street, Sanford NC 27331 for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Mary DePina al 919-777-1121 o en 225 E. Weatherspoon Street, Sanford NC 27331 de alojamiento para esta solicitud.



Adopted this _____ day of _____, 20__.

_____ (*Chief Elected Official*)

ATTEST: _____ (*Clerk*)

First page must be published on the Newspaper after the Complaint Procedure is adopted. Please keep the Adopted document in the files including signatures and the Newspaper Publication for documentation

Discrimination Complaints

- Visit the [NC Human Relations Commission](#) to file a discrimination complaint
- Visit [HUD's website](#) to file a discrimination complaint
- Visit the [US Department of Justice](#) Civil Rights Division to file a discrimination complaint
- The [NC Fair Housing Project of Legal Aid of North Carolina](#) is funded by a HUD [Fair Housing Initiatives Program \(FHIP\) grant](#). The [Fair Housing Project of NC](#) is available to provide information concerning a person's rights under the Federal Fair Housing Act. When necessary, staff can also assist victims of housing discrimination in filing a complaint with HUD or other appropriate administrative or judicial bodies. For more information, or if you believe you have been a victim of housing discrimination, call the FHP's toll-free number: **1-855-797-FAIR (1-855-797-3247)**.





RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

This Residential Anti-Displacement and Relocation Assistance Plan is prepared by the **City of Sanford** in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG¹ projects.

MINIMIZE DISPLACEMENT

Consistent with the goals and objectives of activities assisted under the Act, the **City of Sanford** will take the following steps to minimize the direct and indirect displacement of persons from their homes:

(The steps provided below are examples only, each jurisdiction must determine the actions it will take based on local needs and priorities, select one or multiple steps or describe others steps below)

- Coordinate code enforcement with rehabilitation and housing assistance programs.
- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
- Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
- Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.
- Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.



CDBG programs include: Entitlement Community Development Block Grant (CDBG) Program, State CDBG Program, CDBG Small Cities Program, Section 108 Loan Guarantee Program, CDBG Special Purpose Grants Program, and the Neighborhood Stabilization Program (NSP).

- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are “lower-income dwelling units” (as defined in 24 CFR 42.305).
- Target only those properties deemed essential to the need or success of the project.
- Other: (*Describe*) [Click or tap here to enter text.](#)

A. Relocation Assistance to Displaced Persons

The **City of Sanford** will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program[s], move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

B. One-for-One Replacement of Lower-Income Dwelling Units

The **City of Sanford** will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program[s] in accordance with 24 CFR 42.375.

Before entering into a contract committing **City of Sanford** to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the **City of Sanford** will make public by *publication in a newspaper of general circulation* and submit to State CDBG Program(s) North Carolina Department of Environmental Quality (NC DEQ) the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. [*See also 24 CFR 42.375(d)*].
5. The source of funding and a time schedule for the provision of the replacement dwelling units;



6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the **City of Sanford** will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

C. Replacement not Required Based on Unit Availability

Under 24 CFR 42.375(d), the **City of Sanford** may submit a request to the State (NC DEQ) for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

D. Contacts

The **Mary DePina, City Engineer, 919-777-1121** is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period.

The **Mary Depina, City Engineer, 919-777-1121** is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Adopted this _____ day of _____, 20__.

 (Chief Elected Official)

ATTEST:

 (Clerk)



CITIZEN PARTICIPATION PLAN FOR CDBG-I GRANTEES

CDBG-I Recipient/Grantee Name:	CITY OF SANFORD
CDBG-I Recipient/Grantee Mailing Address:	PO BOX 3729, SANFORD NC 27331
CDBG-I Recipient/Grantee Physical Address (if different from mailing):	225 E. WEATHERSPOON STREET, SANFORD NC 27331
Contact Person & Title:	MARY DEPINA, CITY ENGINEER
Contact Email:	MARY.DEPINA@SANFORDNC.NET
Contact Phone Number:	919-777-1121
TDD#:	1-800-735-2961 OR #711

I. PURPOSE AND INTRODUCTION

The **City of Sanford** has designed this community-wide Citizen Participation Plan to provide for and encourage citizen participation in the Community Development Block Grant (CDBG) program.

This Plan is an essential element of the **City of Sanford's** present and future community development process and has been developed to comply with the regulations and requirements of the CDBG program as administered by the North Carolina Department of Environmental Quality – Division of Water Infrastructure (NCDEQ-DWI) and the Department of Housing and Urban Development (HUD). The Citizen Participation Plan is required by Section 104(a)(2) of the Housing and Community Development Act and by regulations at 24 CFR 570.486(a)(6).

The primary goal of this Citizen Participation Plan is to provide all citizens of the community with adequate opportunity to participate in an advisory role in the planning, implementation, and assessment of the **City of Sanford's** CDBG program(s) and project(s).

The Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen participation in the community development process. Special emphasis has been placed on encouraging participation by persons of low and moderate incomes, residents of blighted neighborhoods, and residents of areas where community development funds are utilized.

The plan is vitally important to the success of CDBG-funded activities undertaken by local units of general government. Compliance with the plan reduces the number of legal challenges and citizen complaints against the local government recipient.

Local units of general government must provide citizens with reasonable advance notice of and opportunity to comment on proposed activities in an application to the state; and for grants already made, the same opportunities must be provided for activities proposed to be added, deleted, or substantially changed from the original application to the state. Substantially changes include, but not limited to, purpose, scope, location or beneficiaries.



Citizens are encouraged to participate in all phases of the CDBG program(s) and will be provided full access to program information. However, final responsibility and authority for the development and implementation of CDBG program(s) will lie with the **City of Sanford**.

2. SCOPE OF PARTICIPATION

The **City of Sanford** will make reasonable efforts to provide for citizen participation during the community development process and throughout the planning, implementation and assessment of all CDBG program(s) undertaken by the **City of Sanford**. Local officials will make every effort to involve citizens in all phases of the development, implementation and assessment of community development programs including, but not limited to, the following phases:

- a. Identification and assessment of housing and community development needs; determination of CDBG project(s) and documentation; and the development of CDBG application(s);
- b. Changes and/or amendments to approved CDBG projects; and,
- c. Assessment of CDBG program performance.

All phases of the community development process will be conducted by local officials in an open manner. Citizens of the **City of Sanford** are encouraged to participate at all levels and will be given access to program information during each phase of any CDBG program as outlined herein.

3. CITIZEN PARTICIPATION CONTACT PERSON

Mary DePina, City Engineer has been designated Citizen Participation Coordinator by the **Chief Elected Official** and will serve as the contact person for all matters concerning citizen participation activities. This person shall be responsible for overseeing citizen participation throughout the community development process and the implementation of all citizen participation activities and functions, except those which may be specifically delegated to other parties by this Plan.

The specific duties and responsibilities of the Citizen Participation Coordinator shall include, but not necessarily be limited to: disseminating information concerning proposed projects and the status of current project activities; coordinating various groups which may be participating in the community development process; receiving written comments; serving as a vehicle by which ideas, comments, and proposals from local residents may be transmitted to local officials and/or program staff; and, monitoring the citizen participation process and proposing such amendments to the Citizen Participation Plan as may be necessary.

The Citizen Participation Coordinator may be contacted at **225 E. Weatherspoon Street, Sanford NC 27331 or 919-777-1121** during regular business hours. All questions concerning citizen participation in the community development process should be addressed to the Citizen Participation Coordinator.



4. TECHNICAL ASSISTANCE

The staff of the **City of Sanford** shall provide technical assistance to individual citizens and citizen groups, especially those groups representative of persons of low or moderate income, as may be required to adequately provide for citizen participation in the planning, implementation and assessment of CDBG program(s).

Such technical assistance is intended to increase citizen participation in the community development decision making process and to ensure that such participation is meaningful. Technical assistance shall also be utilized to foster public understanding of CDBG program requirements.

Technical assistance shall be provided on request and may include, but not necessarily be limited to: interpreting the CDBG program and its rules, regulations, procedures and/or requirements; providing information and/or materials concerning the CDBG program; and, assisting low and moderate income citizens, and residents of blighted neighborhoods to develop statements of views, identify their needs, and to develop activities and proposals for projects which, when implemented, will resolve those needs.

Technical assistance may be obtained by contacting the **Chief Elected Official** of the **City of Sanford** or the Citizen Participation Coordinator.

5. PUBLIC HEARINGS

Citizen participation in the community development process will be conducted on a community-wide basis and will actively involve the views and proposals of all citizens, especially low and moderate income persons and residents of areas where CDBG activities are proposed or on-going.

Public hearings will be held during all phases of the community development process, as outlined herein, to allow citizens to voice opinions and offer proposals concerning the development and performance of CDBG programs. Local officials will respond to questions and proposals from citizens at each public hearing. Any questions that citizens may have concerning a program will be answered and their comments, suggestions, and/or proposals will be received. Citizens may also express comments and views concerning the community development process or any specific CDBG project to the governing body at any regularly scheduled meeting.

PUBLIC HEARING TIMES AND LOCATIONS

All public hearings will be held at times and locations which will be accessible to all citizens, especially persons of low and moderate incomes, and residents of blighted neighborhoods and CDBG project areas.

Public hearings will be scheduled for convenient times as determined by the **City of Sanford**. Public hearings may be held at any site which, in the opinion of the **City of Sanford** provides adequate access for citizen participation.

Hearings will normally be held at the **City Council Chambers**. This site is centrally located and generally accessible to all citizens. This building is also accessible to persons with disabilities. Hearings



may, however, at the option of the **City of Sanford**, be held at an alternate location to be specified in the public hearing notice(s).

APPLICATION PUBLIC HEARING

One public hearing shall be held during any CDBG program fiscal year prior to the submission of an application to the NCDEQ-DWI for CDBG assistance. The primary purposes of the public hearing shall be to assess community needs and problems in an effort to determine the most critical needs to be addressed by the CDBG program; and also to present for public comment and review the program activities which have been selected by the **City of Sanford** to resolve the identified needs.

An application public hearing will be held during the initial stage of program development to discuss items regarding community development and housing needs, the CDBG program, and the application process. The objective of citizen participation at this stage is to provide meaningful, community-wide citizen input into the decision-making process during the assessment of community needs and the consideration of priorities and options associated with the development and submission of a CDBG application. Local officials will also entertain proposals and comments from citizens concerning community development activities at this hearing.

This hearing will normally serve to discuss and review the information appropriate for all applications submitted by the **City of Sanford** during any fiscal year. Additional changes in community development or housing needs in the community as determined by local officials can be addressed by a community meeting where citizens can share their comments prior to the submission of other CDBG applications late in the fiscal year.

Citizens will be provided with information concerning the CDBG program at this public hearing. Such information shall include, but not necessarily be limited to: the goals and objectives of the CDBG program; the total amount of CDBG funds available for the fiscal year and for the funding round; the role of citizens in program planning, implementation, and assessment; the range of activities which may be undertaken; the process to be followed in developing a CDBG application; a statement that 100 percent of the CDBG funds will be used to benefit low-to-moderate income people; the schedule of meetings and hearings; location where the application can be reviewed; activities previously funded in the **City of Sanford** through the CDBG program; and, an identification of projects which could result in the relocation of area residences or businesses; and the actions that would be undertaken if such relocation were necessary; provide citizens with contact information such as address, telephone number, and dates for submitting complaints or grievances. Furthermore, the effectiveness of the Citizen Participation Plan in allowing citizen participation in the community development process and potential changes and/or amendments to the Plan shall also be discussed at this meeting.

The **City of Sanford** may, at the option of local officials, review multiple CDBG project applications at one hearing when more than one application is to be submitted during the same fiscal year. Each such hearing shall be held prior to, and in preparation for, the application's approval by the **City of Sanford**.

A second objective of citizen participation during this stage is to inform citizens of the proposed project activities to be included in a CDBG application(s) and to solicit comments from citizens concerning these activities.



Citizens attending this hearing will be provided with information concerning the CDBG project(s) proposed including, but not necessarily limited to: the project application(s) to be submitted and the applicable CDBG fund; specific project activities to be included; the location of the project activities; the approximate cost estimate for the proposed activities; the estimate of local match required; the impact of the project on low and moderate income persons; and, the approximate application submittal date.

PROJECT AMENDMENT PUBLIC HEARINGS

The **City of Sanford** will assure the opportunity for citizen participation during the implementation of any CDBG program(s) when changes to the project are under consideration by the **City of Sanford**. Citizen participation shall be obtained and considered in any amendments to a CDBG program which involves changes in dollar amount spent on any activity, changes in program beneficiaries, changes in the location of approved activities, addition to or deletion of project activities, and major budget shifts between approved activities.

To ensure adequate opportunity for citizen participation during CDBG programs, the **City of Sanford** shall hold a public hearing on all formal amendments which require the NCDEQ-DWI approval. For “local” amendments and changes for which the NCDEQ-DWI approval is not required, input from citizens concerning changes or amendments will be received at regularly scheduled **City of Sanford** meetings where such changes or amendments are considered.

ASSESSMENT OF PERFORMANCE (CLOSE-OUT) PUBLIC HEARINGS

This public hearing must be held after all third-party contracts’ payments have been submitted.

Citizens of the **City of Sanford** will be provided with the opportunity to comment on the performance of local officials, the **City of Sanford** staff, consultants, engineers, and contractors, and the actual use of CDBG funds during the implementation of a CDBG program. Citizens will also be requested to assess the performance of the **City of Sanford** in resolving identified community development and housing needs, and in achieving its community development goals and objectives. On-going community assessment of the effectiveness of the community development process is considered essential to the success of the CDBG program.

At the conclusion of each CDBG project, a public hearing will be held to review program activities and to assess program performance. This hearing shall be held prior to the submission of the Performance Assessment Report and any other required closeout documents to the NCDEQ-DWI for a CDBG project. This hearing will be used to ensure community-wide participation in the evaluation of the CDBG program.

ADDITIONAL HEARINGS

Other public hearings may be held as deemed necessary by the **City of Sanford** in order to inform citizens of community development project(s) and activities, and to solicit citizen opinions and comments. All additional hearings shall comply with the requirements set forth in this Plan.



6. PUBLIC HEARING ACCOMMODATIONS AND ACCESSIBILITY

VIRTUAL HEARINGS

During a declaration of a state of emergency by the Governor or General Assembly, and if a local unit of general government is concerned about significant public health risks that may result from holding an in-person public hearings, the local unit of general government may undertake a virtual public hearing (alone, or in concert with an in-person hearing) if:

- It allows questions in real time, with answers coming directly from the elected representatives to all “attendees.” Therefore, members of the public must be entitled to participate and address the governing body during any telephonic or video-conference meeting.
- The governing body must post a written notice that gives the public a way to participate remotely, such as a toll-free dial-in number, and that includes an electronic copy of any agenda packet that officials will consider at the meeting.
- As with an in-person hearing, the grantee must select a virtual hearing method or platform that provides accessibility for persons with disabilities and limited English proficiency (LEP) to the greatest extent possible. These accommodations must be free to these populations.
- A governing body must provide the public with access to a recording of any telephonic or videoconference meeting.
- The local unit of government must document its efforts and the reason for them.
- Additional specific communication requirements and requirements for conducting remote meetings can be found in Article 1A of Chapter 166A and Article 33C of Chapter 143 of the General Statutes.

LIMITED ENGLISH PROFICIENCY RESIDENTS

The **City of Sanford** has followed the guidance provided in the Language Access Plan (LAP) to determine the need to undertake reasonable actions to facilitate the participation of persons with Limited English Proficiency. Local officials will undertake all reasonable actions necessary to allow such persons to participate in the community development process. Such actions may include the provision of an interpreter and/or the provision of materials in the appropriate language or format for persons with Limited English Proficiency.

PUBLIC HEARING NOTICE

Notice of public hearings must be published in a local newspaper of general circulation, in a non-legal section of the paper at least ten (10) days prior to the hearing date, but no more than 25 days prior to the meeting date. Each notice of a hearing shall include the time, date, place, and topics and procedures to be discussed.



ACCESSIBILITY TO LOW AND MODERATE INCOME PERSONS

The public hearing procedures outlined herein are designed to promote participation by low and moderate income citizens, as well as residents of blighted neighborhoods and CDBG project areas in any public hearing(s).

Local officials may take additional steps to further promote participation by such groups, or to target program information to these persons should officials feel that such persons may otherwise be excluded or should additional action be deemed necessary.

Activities to promote additional participation may include: posting of notices in blighted neighborhoods and in places frequented by low and moderate income persons, and holding public hearings in low and moderate income neighborhoods or areas of existing or proposed CDBG project activities.

ACCESSIBILITY TO PERSONS WITH DISABILITIES

The locations of all public hearings as described herein shall be made accessible to persons with disabilities. The **City of Sanford** shall provide a sign language interpreter whenever the Citizen Participation Coordinator is notified in advance that one or more deaf persons will be in attendance.

The **City of Sanford** shall provide a qualified reader whenever the Citizen Participation Coordinator is notified in advance that one or more visually impaired persons will be in attendance.

Additionally, the **City of Sanford** shall provide reasonable accommodations whenever the Citizen Participation Coordinator is notified in advance that one or more persons with mobility or developmental disabilities will be in attendance.

7. PROGRAM INFORMATION

Citizens will be provided full access to CDBG program information during all phases of a CDBG project. Local officials of the **City of Sanford** shall make reasonable effort to assure that CDBG program information is available to all citizens, especially those of low and moderate incomes and those residing in blighted or Limited English Proficiency neighborhoods and/or CDBG project areas.

To facilitate citizen access to CDBG program information, the Citizen Participation Coordinator will keep all documents related to a CDBG program on file in the City Hall. Information from the project files shall be made available for examination and duplication, on request, during regular business hours. CDBG program information and materials, concerning specific CDBG projects will be available and distributed to the public at the regularly scheduled public hearings as outlined in this Plan. Furthermore, information concerning any CDBG project will be available at regularly scheduled council meetings where the program is discussed.

Materials to be made available shall include, but are not necessarily limited to: the Citizen Participation Plan; records of public hearing; mailings and promotional materials; prior CDBG program applications; letters of approval; grant agreements; the environmental review record; financial and procurement records; project design and construction specifications; labor standards materials; performance and



evaluation reports; other reports required by the NCDEQ-DWI and/or HUD; proposed and approved CDBG program application(s) for the current year or project; written comments or complaints received concerning the community development program, and written responses from the **City**; and, copies of the applicable Federal and State rules, regulations, policies, requirements and procedures governing the CDBG program.

In no case shall the **City of Sanford** disclose any information concerning the financial status of any program participant(s) which may be required to document program eligibility or benefit. Furthermore, the **City of Sanford** shall not disclose any information which may, in the opinion of the **Chief Elected Official**, be deemed of a confidential nature.

8. PROCEDURES FOR COMMENTS, OBJECTIONS AND COMPLAINTS

The public hearings scheduled, as described in this Citizen Participation Plan, are designed to facilitate public participation in all phases of the community development process. Citizens are encouraged to submit their views and proposals on all aspects of a community development program at the public hearings. However, to ensure that citizens are given the opportunity to assess and comment on all aspects of the community development program on a continuous basis, citizens may, at any time, submit written comments or complaints to the **City of Sanford**.

Any citizen or citizen's group desiring to comment or object to any phase of the planning, development or approval of the application for CDBG funds, or to the implementation of any CDBG program, should submit such comments or objections in writing to the **Chief Elected Official**. Should, after a reasonable period, a party believe that his/her comment or complaint has not been properly addressed or considered by the **Chief Elected Official**, then the aggrieved may appeal his/her case to the **City of Sanford**.

Local officials shall make every effort to provide written responses to citizen proposals or complaints within fifteen (15) working days of the receipt of such comments or complaints where practicable. Should the **City of Sanford** be unable to sufficiently resolve an objection or complaint, it may be forwarded by the aggrieved party to the NCDEQ-DWI.

Citizens may, at any time, contact the NCDEQ-DWI and/or HUD directly to register comments, objections or complaints concerning the **City of Sanford** CDBG application(s) and/or program(s). Citizens are encouraged, however, to attempt to resolve any complaints at the local level as outlined above prior to contacting the NCDEQ-DWI or HUD.

All comments or complaints submitted to the NCDEQ-DWI or the HUD shall be addressed in writing to:



NC Department of Environmental Quality
 Division of Water Infrastructure / CDBG-I Unit
 1633 Mail Service Center
 Raleigh, North Carolina 27699-1633

Or:

U.S. Department of Housing and Urban Development
 Community Planning and Development Division
 Greensboro Field Office
 1500 Pinecroft Road
 Greensboro, North Carolina 27407

Records of all comments, objections and/or complaints by citizens concerning the **City of Sanford** CDBG program and subsequent action taken in response to those comments shall be maintained on file at **City of Sanford** and shall be made available for public inspection upon request.

9. AMENDMENTS

The **City of Sanford** may, from time to time, modify the provisions outlined herein through amendment to this Citizen Participation Plan. It shall be the policy of the **City of Sanford** to periodically review and discuss the effectiveness of this Citizen Participation Plan in allowing citizen participation in the community development process and in helping to meet the community development needs and goals identified by the citizens of the **City of Sanford**. To this end, the effectiveness of the Plan will be discussed at public hearings held in conjunction with the community development program as discussed herein, and potential amendments to the Plan will be reviewed at this time.

Amendments to the Plan will be made as necessary. All amendments shall be approved by resolution of the **City of Sanford** and shall be incorporated into this Plan.



10. AUTHORITY

No portion of this Citizen Participation Plan shall be construed to restrict the responsibility and authority of the elected officials of the **City of Sanford** in the development, implementation and execution of any Community Development Block Grant program.

ADOPTED this _____ day of _____, 20____.

(Chief Elected Official)

ATTEST:

(Clerk)



SAMPLE APPLICATION PUBLIC HEARING NOTICE

Notice is hereby given that the City/Town/County will conduct a public hearing on [DATE] at [TIME] AM/PM, or as soon thereafter as the agenda will allow, at the [LOCATION] relative to the intention of the City/Town/County to apply for FY20XX CDBG funding under Title I of the Housing and Community Development Act.

City/Town/County intends to submit an application for a grant of approximately **\$000** in CDBG Infrastructure funds to **[project description -must match grant application and include all streets with proposed improvements and any alternative streets if time and budget allows].**

The following is a tentative list of proposed activities and an estimated budget. The final application will be reviewed at the public hearing.

Infrastructure Improvements and
 Grant Administration Estimated Budget _____

The proposed project will provide benefits to _____, ____% of whom are low and moderate income individuals based on [surveys or statistics] performed by _____ (use if surveyed). No individuals will be displaced nor will any require temporary relocation assistance as a result of the proposed project (this phrase may or may not be true for your particular project).

Citizens will be given the opportunity to provide oral and written comment on the City/Town/County's past and proposed use of CDBG funds at the public hearing. All interested citizens are encouraged to attend.

If additional information is needed, please contact the [Name & Title] at [Phone #]. Formal written complaints or comments concerning the application process that are submitted to the City/Town/County prior to or following the public hearing will be responded to within ten working days by [Date]. A copy of the completed project application will be available for public review after [Date], at the [Location].

Persons with disabilities or who otherwise need assistance should contact _____, at _____ or _____ (email address) (TDD # _____ or Relay North Carolina _____) by _____. Accommodations will be made for all who request assistance with participating in the public hearing.

This information is available in Spanish or any other language upon request. Please contact [Name & Title], at [phone number], or at the [location] for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con [Name & Title], al [phone number] o en [location], de alojamiento para esta solicitud.



logo or tag line "Equal Housing Opportunity" is required



SAMPLE PERFORMANCE ASSESSMENT (CLOSE OUT) PUBLIC HEARING NOTICE

The City/Town/County will hold a public hearing on (date) at (location) to discuss the locality's Community Development Block Grant project, CDBG project number (project number) performance and closeout of this project. The above mentioned CDBG project awarded \$0.000 to the (locality) on (date). The (locality) used the funds to (project scope) which benefited % of low-moderate income citizens. The purpose of this public hearing is to review the performance, expenditures and activities that have been accomplished through the CDBG project. All activities are complete and the (locality) is in the process of closing the grant with the State of North Carolina.

The City/Town/County is interested in obtaining all citizens' input on the performance of local officials, the City/Town/County staff, consultants and administrators, engineers, and contractors, and the actual use of CDBG funds during the implementation of a CDBG program.

Citizens will also be requested to assess the performance of the City/Town/County in resolving identified community development and housing needs, and in achieving its community development goals and objectives. All citizens, including those in the targeted area, are encouraged to attend in order to comment on the proposed activities.

Persons with disabilities or whom otherwise need assistance should contact (Insert Name) at (Insert Phone Number) or Relay North Carolina #711 by (date). Accommodations will be make for all whom request assistance with participating in the public hearing.

This information is available in Spanish or any other language upon request. Please contact (Insert Name) at (Insert Phone Number) or at (Insert physical location) for accommodations for this request."

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con (Insert Name) al (Insert Phone Number) o en (Insert physical location) de alojamiento para esta solicitud.



logo or tag line "Equal Housing Opportunity" is required



SAMPLE PROJECT AMENDMENT PUBLIC HEARING NOTICE

The **(locality)** will hold a public hearing on **(date)** at **(location)** to discuss the proposed project amendment the **locality's** Community Development Block Grant project, CDBG project number (project number). The **locality** submitted and received the CDBG funds in the amount of \$0.00 to conduct **(scope of work)**. The proposed amendment will include **(scope of work in amendment)**. The project and the amendment will still benefit the **same % of LMI residents.**

The **locality** is interested in obtaining all citizens' input on the proposed project amendment. Citizens will also be requested to assess the performance of the original grant of the **(Town/City/County)** in resolving identified community development and housing needs, and in achieving its community development goals and objectives. All citizens, including those in the targeted area, are encouraged to attend in order to comment on the proposed activities.

Persons with disabilities or whom otherwise need assistance should contact **(Insert Name)** at **(Insert Phone Number)** or Relay North Carolina #711 by **(date)**. Accommodations will be make for all whom request assistance with participating in the public hearing.

This information is available in Spanish or any other language upon request. Please contact **(Insert Name)** at **(Insert Phone Number)** or at **(Insert physical location)** for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con **(Insert Name)** al **(Insert Phone Number)** o en **(Insert physical location)** de alojamiento para esta solicitud.



logo or tag line "Equal Housing Opportunity" is required



State of North Carolina
 Department of Environmental Quality
 Division of Water Infrastructure (DWI)

CODE OF CONDUCT POLICY FOR CDBG-I GRANTEES

WHEREAS, the **City of Sanford**, as the recipient of federal funding through the Community Development Block Grant (CDBG) Grant program;

WHEREAS, the conflict of interest provisions, including but not limited to those found at N.C. General Statutes § 14-234, 2 C.F.R. § 200.317-318, 320-321, 323-326, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611 must be carried out;

WHEREAS, certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by Housing and Urban Development (HUD) and/or NCDEQ upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4);

WHEREAS, no persons described in this policy who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter;

WHEREAS, the conflict of interest provisions of this policy apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds; and

WHEREAS, the failure to adhere and enforce this policy may cause the **City of Sanford** to lose its grant or eligibility for future federal grants;

NOW THEREFORE, BE IT RESOLVED, by the **City of Sanford's** Board of **Council** that the **City** will pass and adhere to this policy.

Adopted this the ___ day of _____, 20__ in _____, North Carolina.

 Chief Elected Official

ATTEST:

 Clerk



EQUAL OPPORTUNITY POLICY AND PLAN FOR CDBG-I GRANTEES

EQUAL HOUSING OPPORTUNITY POLICY & PLAN

WHEREAS, the **City of Sanford**, as the recipient of federal funding through the Community Development Block Grant (CDBG) Grant program;

WHEREAS, the Civil Rights Act of 1964 prohibits all racial discrimination in the sale or rental of property;

WHEREAS, the Fair Housing Act declares a national policy of fair housing throughout the United States, making illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, disability, familial status, or national origin; and

WHEREAS, Executive Order 12892, Equal Opportunity in Housing, as amended (Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing), provides that programs and activities relating to housing and urban development (including any Federal agency having regulatory or supervisory authority over financial institutions) shall be administered in a manner affirmatively to further the purposes of the Act and shall cooperate with the Secretary of Housing and Urban Development, who shall be responsible for exercising leadership in furthering the design and delivery of Federal programs and activities;

NOW THEREFORE, BE IT RESOLVED:

SECTION 1: The **City of Sanford** shall eliminate housing discrimination, and achieve diverse, inclusive communities by leading the community in the enforcement, administration, and public understanding of federal fair housing policies and laws.

SECTION 2: The **City of Sanford** shall include the Equal Housing Opportunity logo and/or the phrase affirming Equal Opportunity in Housing on all the CDBG documents intended to be shared with the public.

SECTION 3: The **City of Sanford** shall post in public buildings and the CDBG project area the Equal Housing Opportunity posters and/or additional information the local government has prepared to inform the community with the Equal Housing Opportunity policies and laws.

SECTION 4: The **City of Sanford** will take the following specific actions to contact and develop working relationships with local owners, real state and civic, charitable or neighborhood organizations in particular, to secure public understanding and responsibilities to exercise Equal Housing Opportunity:

1. Mail Housing Information
2. Conduct Housing Training



EQUAL EMPLOYMENT OPPORTUNITY POLICY & PLAN

WHEREAS, the **City of Sanford**, as the recipient of federal funding through the Community Development Block Grant (CDBG) Grant program;

WHEREAS, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

WHEREAS, the **City of Sanford** maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, physical or mental disability, age, genetic information, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

NOW THEREFORE, BE IT RESOLVED:

SECTION 1: In furtherance of this policy, the **City of Sanford** prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

SECTION 2: The **City of Sanford** shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

SECTION 3: Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the **Mary DePina, City Engineer, designated by the Chief Elected Official** to assist in the implementation of this policy statement.

SECTION 4: The **City of Sanford** shall develop a self-evaluation mechanism to provide periodic examination and evaluation. Every two years the results of the self-evaluation reporting on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the **Chief Elected Official**. Records presented to the **Chief Elected Official** shall be maintained in the files and will be provided to NCDEQ/Division of Water Infrastructure as needed.

SECTION 5: The **City of Sanford** is committed to this policy and is aware that with its implementation, the community will receive positive benefits through the greater utilization and development of all its human resources.

SECTION 6: The **City of Sanford** shall include the Equal Employment Opportunity logo and/or the phrase affirming Equal Employment Opportunity on all the CDBG documents intended to be shared with the staff and the public.



State of North Carolina
 Department of Environmental Quality
 Division of Water Infrastructure (DWI)

SECTION 7: The **City of Sanford** shall obtain commitment from contractors that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental disability, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment. Contractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical or mental disability, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 8: The **City of Sanford** shall obtain commitment from Contractors that will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, physical or mental disability, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

PASSED BY THE **CITY COUNCIL, CITY OF SANFORD, NORTH CAROLINA.**

Adopted this _____ day of _____, 20_____

ATTEST:

(Chief Elected Official)

(Clerk)



THE PROHIBITION OF THE USE OF EXCESSIVE FORCE FOR CDBG-I GRANTEES

WHEREAS, the **City of Sanford**, as the recipient of federal funding through the Community Development Block Grant (CDBG) Grant program;

WHEREAS, Title 1 of the Housing and Community Development Act (HCDA) of 1974, Section 519 of Public Law 101-144, and 1990 HUD Appropriations Act requires that all CDBG recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient’s jurisdiction against any individuals engaged in non-violent civil rights demonstrations;

WHEREAS, all recipients of CDBG funds are further required to follow a policy enforcing applicable federal, state and local laws against physically barring entrances or exists to a facility that is the subject of a non-violent demonstration;

WHEREAS, **City of Sanford** endorses a policy prohibiting the use of excessive force and will inform all law enforcement agencies within its jurisdiction of this policy; and

WHEREAS, the failure to enforce such policy may cause the **City of Sanford** to lose its grant or eligibility for future federal grants;

NOW THEREFORE, BE IT RESOLVED:

SECTION 1: It is the Policy of the **City of Sanford** that excessive force by local law enforcement agencies shall not be used against individuals engaged in lawful and non-violent civil rights demonstrations within the its boundaries.

SECTION 2 It is the Policy of the **City of Sanford** to enforce applicable federal, state and local laws against the physical barring of an entrance to or exit from a facility or location which is the subject of nonviolent civil rights demonstrations within its jurisdiction.

SECTION 3: The **City Council** will coordinate with the local law enforcement agency(ies) to implement this Resolution.

PASSED BY THE **CITY COUNCIL OF THE CITY OF SANFORD**, NORTH CAROLINA.

Adopted this _____ day of _____, 20____.

ATTEST:

Chief Elected Official

Clerk



Procurement Policy and Plan for CDBG-I Grantees

WHEREAS, the **City of Sanford** will comply with the terms and conditions of federal funding that is awarded and accepted, including, but not limited to, the terms and conditions of the Grant Contract, and the *Procurement Policy of the North Carolina Department of Environmental Quality's Water Infrastructure Division, Community Development Block Grant-Infrastructure Program (CDBG-I Procurement Policy)*, attached;

WHEREAS, the States were advised by Housing and Urban Development (HUD) to develop their own procurement policies, and the CDBG-Infrastructure Program has developed and adopted the attached policy (*CDBG-I Procurement Policy*) as reference for its grantee communities, using portions of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards," supplemented with NC General Statutes 143-64.31, 143-129, and 143-131; and 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, executive orders, and implementing regulations including the Section 3 clause, per 24 C.F.R. 570.489 (g) and 24 C.F.R. 135.38;

WHEREAS, the **City of Sanford**, as the recipient of Federal CDBG funds, acknowledges its responsibility to and will adhere to the aforesaid *CDBG-I Procurement Policy* of the North Carolina Department of Environmental Quality's Division of Water Infrastructure;

WHEREAS, the **City of Sanford** will, to the extent applicable, follow methods of procurement, procure by contracting with small, minority firms, women's business enterprises, and labor surplus area firms, when those entities offer the best level of knowledge, skills and abilities for professional services, and when those entities offer the knowledge, skills and abilities and are the lowest cost responsive, responsible bidders in building trade and related services; and

WHEREAS, the **City of Sanford** will demonstrate contract cost and price awareness and adhere to awarding agency contract provisions (2 CFR Part 200, Appendix II, except for items F and J, which were not adopted by the CDBG-Infrastructure Program, as allowed under 2 CFR Part 200.101(d)(1));

NOW THEREFORE, BE IT RESOLVED;

SECTION 1: All procurement of goods and services by the **City of Sanford** with CDBG grant funds shall be accomplished in accordance with the requirements of the *CDBG-I Procurement Policy*, and HUD implementing regulations at 24 CFR Part 570.489 (g) and (h), which prohibits cost plus a percentage of construction cost method of contracting for services.

SECTION 2: In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, Executive Orders, and implementing regulations including the Section 3 clause, per 24 CFR 570.489(g) and 24 CFR 135.38, or the North Carolina General Statutes Chapter 143 applying to procurement in general by North Carolina municipalities and counties.



SECTION 3: When Federal and State regulations are different, the more restrictive regulation shall apply to the procurement in question, as outlined in the *CDBG-I Procurement Policy*

SECTION 4: The **City of Sanford** will adhere to the following guidelines during procurement of goods and services using Federal funds:

- A. In all cases where goods or services are procured based on one bid or proposal received, the **City of Sanford** will follow established principles to verify the reasonable cost of the procurement and shall contact the State Agency supervising the grant program before making any contract award based on non-competitive negotiation. The **City of Sanford** shall follow all noticing and advertising requirements prior to accepting the single source respondent. Written permission from the CDBG-I Program shall be obtained prior to entering into a single source contract.
- B. Section 3 certified businesses, and historically underutilized businesses, including women-owned and minority-owned enterprises shall be included on bidders' or professional services' lists maintained by the **City of Sanford**. Firms shall be solicited for all competitive negotiations, small purchases, and informal and formal bids when such firms are potential competitive sources for goods and services.

SECTION 5: The **City of Sanford** will adhere to the following guidelines during procurement of professional service contracts:

- A. Professional services shall be procured through the use of Request for Proposals (administrative services) or Request for Qualifications (engineering services). Respondents offering administrative services shall be selected on the basis of the best qualified respondent for the price. Respondents offering engineering services shall be selected on the basis of the best qualified respondent, without regard for price. A written selection procedure shall be used to evaluate respondents, and those records maintained in the procurement files.
- B. The **City of Sanford** shall develop a written scope of work for each service to be awarded on the basis of competitive negotiation, which shall include descriptions of tasks to be completed, project timetables, and an outline of fee proposal requirements. The selected engineering services respondent and the **City of Sanford** shall then enter into competitive negotiations to arrive at a mutually agreeable price for engineering services. All contracts awarded through competitive negotiations shall be awarded strictly on the basis of the written selection procedure.

SECTION 6: The **City of Sanford** will adhere to the following guidelines during procurement of construction contracts:

- A. Construction service contracts shall be competitively bid using sealed bids, with the award going to the lowest responsive, responsible bidder. A minimum of three bids shall be received prior to opening the sealed bids.



SECTION 7: Additionally, the **City Sanford** will adhere to the following guidelines during all procurement:

- A. Prior to any contract award, the **City of Sanford** shall verify the consultant and/or contractor’s eligibility to participate in a federally assisted program.
- B. No consultant or bidder shall assist in the development of the Request for Proposals, in the Request for Qualifications, nor the construction bid posting in which the consultant or bidder has a direct or indirect interest.
- C. No consultant or bidder shall assist in the evaluation of proposals or bid packages for contracts in which that consultant or bidder has a direct or indirect interest. The **City of Sanford** shall adhere to all applicable Federal and State conflict of interest regulations in making contract awards.
- D. The **City of Sanford** shall request references or check references of contractors or firms who are awarded contracts with Federal grant funds and will request a written warranty for all goods and services provided through the small purchase’s procedure.
- E. The **City of Sanford** shall not award any contract for federally-assisted projects on a contingency or cost-plus-percentage of construction basis.
- F. The **City of Sanford** shall hold a pre-bid meeting and a pre-construction meeting for each construction project bid competitively using CDBG-Infrastructure funds. Evaluation criteria for the bids may add points for attending the pre-bid meeting of contractors, but it is not a prerequisite.

PASSED BY THE **CITY COUNCIL, CITY OF SANFORD**, NORTH CAROLINA.

Adopted this _____ day of _____, 20__.

Chief Elected Official

ATTEST:

Clerk



LOCAL JOBS INITIATIVE SECTION 3 PLAN

I. APPLICATION AND COVERAGE OF POLICY

The **City of Sanford** is committed to the policy that, to the greatest extent possible, opportunities for training and employment be given to lower income residents of the community development project area and contracts for work in connection with the federally assisted community development project be awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, the **City of Sanford** has developed and hereby adopts the following Plan.

The **City of Sanford** will comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (24 C.R.F. Part 135), all regulations issued pursuant thereto by the Secretary of Housing and Urban Development, and all applicable rules and orders of the Department issued thereunder.

This Section 3 covered project area for the purposes of this grant program shall include the **City of Sanford** and portions of the immediately adjacent area.

The **City of Sanford** will be responsible for implementation and administration of the Section 3 Plan. In order to implement the **City of Sanford's** policy of encouraging local residents and local businesses participation in undertaking community development activities, the **City of Sanford** will follow this Section 3 Plan which describes the steps to be taken to provide increased opportunities for local residents and businesses

This Section 3 Plan shall apply to services needed in connection with the grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.

When in need of a service, the **City of Sanford** will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include the Minority Business Directory published through the State Department of Administration, local directories and Small Business Administration local offices. Word of mouth recommendation shall also be used as a source.

The **City of Sanford** will include the Section 3 clause and this Plan in all contracts executed under this Community Development Block Grant (CDBG) Program. Where necessary, listings from any agency noted above deemed shall be included as well as sources of subcontractors and suppliers. The Section 3 Plan and the Section 3 minimum numerical goals shall be mentioned in the pre bid meetings and the preconstruction meetings.

The Section 3 minimum numerical goals shall be met by the **City of Sanford**, if the minimum numerical goals are not met, an explanation and the efforts taken by **City of Sanford** to meet the goals shall be described in the Annual Section 3 report. The report must be submitted along with the Annual Performance Report (APR) during the life of the grant.



Section 3 minimum numerical goals (the Section 3 regulations established thresholds and goals at **24 CFR 135.30**):

Goals:

1. 30 % of the aggregate number of new hires shall be Section 3 residents
2. 10 % of the total dollar amount of all covered construction shall be awarded to Section 3 business concerns.
3. 3 % of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

A Section 3 business concern is defined as a business where:

1. 51% or more of the business is owned by Section 3 residents or
2. 30% or more employed staff are Section 3 residents; or
3. 25% of subcontracts are committed to Section 3 businesses.

All potential prime construction bidders, where the estimated value is at least \$100,000 will be required to submit a Section 3 Plan with their bids, which will outline his/her good faith efforts to comply with Section 3 in connection with the project. Should a need exist to hire any additional personnel, the **Lee County NCWorks** agency (<https://www.ncworks.gov/vosnet/Default.aspx>) shall be notified and referred to the contractor. All received bids will be maintained in the grant files to document Section 3 compliance.

Each subcontract for rehabilitation, replacement or new construction under the program, as applicable, for jobs having contracts in excess of **\$100,000** shall be required to submit a Section 3 Plan.

This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.

Early in the project, prior to any contracting, major purchases or hiring, we will develop a listing of jobs, supplies and contracts likely to be utilized during the project. We will then advertise the pertinent information regarding the project including all Section 3 required information.

The Division of Water Infrastructure (DWI) should be contacted with the Bid Materials to distribute the information throughout their list serve to reach out the communities.

II. AFFIRMATIVE ACTIONS FOR RESIDENT AND BUSINESS PARTICIPATION

The **City of Sanford** will take the following steps to assure that low income residents and businesses within the community development project area and within the **City of Sanford** are used whenever possible: Describe here

Place qualified residents and businesses on solicitation lists, assure that residents and businesses are solicited whenever they are potential sources of contracts, services or supplies; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by residents and businesses; establish delivery schedule, where the requirements permit, which encourages participation by area for residents and businesses.



Please check the methods to be used for the Section 3 program in your community:

- The **City of Sanford** will place a display advertisement in the local newspaper containing the following information:
- a) A brief description of the project.
 - b) A listing of jobs, contracts and supplies likely to be utilized in carrying out the project.
 - c) An acknowledgement that under Section 3 of the Housing and Community Development Act, local residents and businesses will be utilized for jobs, contracts and supplies in carrying out the project to the greatest extent feasible.
 - d) A location where individuals interested in jobs or contracts can register for consideration.
 - e) A statement that all jobs will be listed through and hiring will be done through the local office of the NCWorks agency (<https://www.ncworks.gov/vosnet/Default.aspx>); a statement that all contracts will be listed with the North Carolina Division of Purchase and Contracts; and a statement that potential employees and businesses may seek development and training assistance through various state and local agencies, of which the **County/City/Town** will maintain a list for individuals and business concerns inquiring information.
- Training and technical assistance will be provided by the local community college for low income residents requiring skills to participate in community development project activities. Referrals will be made to the community college, local Private Industry Councils, Job Training Partnership Act (29 U.S.C. 1579 (a)) (JTPA) Programs, and job training programs provided by local community action agencies as appropriate. Residents and businesses will be encouraged to participate in state and/or federal job training programs that may be offered in the area.
- Low income residents and businesses will be informed and educated regarding employment and procurement opportunities in the following ways:
- a) Advertisement in the local newspaper.
 - b) Posting of Section 3 Plan at the City Hall.
 - c) City Board meeting when project activities and schedules are discussed.
 - d) Open meetings of where project is discussed which everyone in project area is invited
 - e) Notification to other agencies that provide services to low-income people.
- Other: Describe here

The **City of Sanford** will, to the greatest extent feasible, utilize lower income area residents as trainees and employees:

1. Encourage rehabilitation contractors to hire local area residents.
2. Encourage public works contractors to hire local area residents.



State of North Carolina
 Department of Environmental Quality
 Division of Water Infrastructure (DWI)

The **City of Sanford** will, to the greatest extent feasible, utilize businesses located in or owned in substantial part by persons residing in the area

1. Contract with local contractors to perform demolition activities, and housing rehabilitation activities.
2. Encourage public improvement contractors to hire local residents for site clearance work, hauling materials, and performing other site improvements.
3. Encourage all contractors to purchase supplies and materials from the local hardware and supply stores

III. RECORDS AND REPORTS

The **City of Sanford** will maintain such records and accounts and furnish such information and reports as are required under the Section 3 regulations, and permit authorized representatives of NCDEQ- DWI, and federal agencies access to books, records, and premises for purposes of investigation in connection with a grievance or to ascertain compliance with this Section 3 Plan.

The **City of Sanford** shall report annually the Section 3 numbers using the form HUD 60002 to NCDEQ- DWI at the end of the calendar year as part of the Annual Performance Report (APR).

IV. MONITORING COMPLIANCE

The **City of Sanford** will require each applicable contractor to provide a copy of the Section 3 Plan with their bids and will monitor compliance during the performance of the contract. Copies of all Section 3 efforts from all parties will be kept to document compliance. Copies of all advertisements, notice, and published information will be kept to document the implementation of the plan.

V. SECTION 3 COORDINATOR CONTACT INFORMATION

Please provide the main contact in case that any complaint is received or general information is requested by the general public on Section 3 compliance: (Mary DePina, 919-777-1121, 225 E. Weatherspoon Street, PO Box 3729, Sanford NC 27331, and mary.depina@sanfordnc.net):

Adopted this _____ day of _____, 20____.

 Chief Elected Official

ATTEST:

 Clerk

6/28/2018 CDBG-I

City of Sanford
225 E. Weatherspoon Street
Sanford, NC 27331

**SECTION 504 COMPLIANCE OFFICER/GRIEVANCE PROCEDURE
COMMUNITY DEVELOPMENT BLOCK GRANT**

The Governing Body of the City of Sanford hereby designates Mary DePina, City Engineer (officer), to serve as Section 504 Compliance Officer throughout the implementation of the City of Sanford Community Development Block Grant Program.

Citizens with Section 504 grievance may do so at any point in the program. The Locality will respond in writing to written citizen grievances. Citizen grievances should be mailed to: PO Box 3729, Sanford NC 27331, Ph. 919-777-1121. The City of Sanford will respond to all written citizen grievances within fifteen (15) days of receipt of the comments.

Should any individual, family, or entity have a grievance concerning any actions prohibited under Section 504, a meeting with the Compliance Officer to discuss the grievance will be scheduled. The meeting date and time will be established within five (5) calendar days of receipt of the request. Upon meeting and discussing the grievance, a reply will be made, in writing, within five (5) calendar days.

If citizen is dissatisfied with the local response, they may write to the North Carolina Department of Environmental Quality (NCDEQ), Division of Water Infrastructure CDBG-I Unit:

Mailing Address - 1633 Mail Service Center, Raleigh, North Carolina, 27699-1633

NCDEQ will respond only to written comment within ten (10) calendar days of the receipt of the comment.

This information is available in Spanish or any other language upon request. Please contact Mary DePina at 919-777-1121 or at 225 E. Weatherspoon Street, Sanford NC 27331 for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Mary DePina, 919-777-1121, o en 225 E. Weatherspoon Street, Sanford NC 27331 de alojamiento para esta solicitud.



6/28/2018 CDBG-I

Adopted this _____ day of _____, 20__.

_____ (*Chief Elected Official*)

ATTEST: _____ (*Clerk*)



LANGUAGE ACCESS POLICY AND PLAN FOR CDBG-I GRANTEES

PURPOSE

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964, and clarified in Executive Order 13166, requires units of general local government (UGLG) to ensure individuals with limited English proficiency (LEP) have meaningful access to federally-funded programs and services. These individuals are protected from the national origin discrimination under Title VI. All recipients of federally-funded assistance are expected to make reasonable efforts to provide this language assistance.

MEANINGFUL OPPORTUNITIES

All CDBG recipients are required to take reasonable steps to ensure meaningful access to their programs and activities. The methodology recommended by HUD is properly prepare a Limited English Proficiency Plan is as follows:

1. Conduct a four factor analysis;
2. Develop a Language Access Plan (LAP); and
3. Provide appropriate language assistance.

DEFINITIONS

Limited English Proficient (LEP) Individual.

Any prospective, potential, or actual beneficiary of services from the local unit of government whose primary language is not English and who has a limited ability to speak, read, write, or understand English are entitled to language assistance with respect to a particular service, benefit, or encounter. May be citizens or non-citizens.

Meaningful Access.

The ability to access programs and participate in services or activities.

Title VI Compliance Officer.

The person or persons responsible for administering compliance with the Title VI LEP policies.

ADDITIONAL INFORMATION AND RESOURCES

Additional LEP resources can be found at these websites:

- <https://www.lep.gov/>
- http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq



POLICY AND PLAN FOR PROVIDING MEANINGFUL COMMUNICATION WITH PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

In order to comply with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, the **City of Sanford** will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the unit of general local government (UGLG) has to ensure LEP individuals can communicate effectively.

1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE(S)

FOUR FACTOR ANALYSIS

CDBG recipients must first assess and evaluate four factors when determining how to best serve eligible LEP persons. These factors include:

1. The number or proportion of LEP persons eligible to be served/encountered in an eligible service population (town/city/or county level);
2. The frequency with which LEP individuals come in contact with the CDBG program;
3. The nature and importance of the program, activity, or service provided by the CDBG program to people's lives; and
4. The (financial and human) resources available to the grantee/recipient and costs of language service options.

Factor 1. The number or proportion of LEP persons eligible to be served/encountered in an eligible service population.

To determine the number or proportion of LEP persons served in **City of Sanford**, use the most recent American Community Survey data and complete the below table. *Attach maps and/or relevant data to this LAP. All data or maps provided must be accurately sourced.*

Grantee Population (<i>5 years and older</i>)	Click or tap here to enter text.
LEP Population (<i>speaking English "not well" or "not well at all"</i>):	<u>3,146 or 11.7%</u>
<u>Languages Spoken:</u>	
1. More than 5% of the eligible population or beneficiaries and has more than 50 in number; or	<u>Spanish</u>
2. More than 5% of the eligible population or beneficiaries but has less than 50 or less in number; or	<u>None</u>
3. More than 1,000 individuals in the eligible population in the market area or among current beneficiaries.	<u>Spanish</u>



Factor 2. The frequency with which LEP persons come into contact with the CDBG program.

This frequency with which a program engages with the public can vary depending upon the type of assistance. For CDBG grants, grantees must engage with the public at these critical steps:

- When notifying the public about a grant award application and its proposed activities
- When notifying the public about the grant award and its funded activities
- When seeking applicants to participate in the program (i.e., seeking new connections/ hookups for water/sewer services)
- When seeking qualified contractors to bid on projects
- When working with homeowners selected for assistance
- When notifying the public on their civil rights and complaint procedures
- When notifying the public about the grant closeout and its accommodations

Provide below a description of how your community engages with the public and how frequently does this occur.

The City of Sanford engages with the public on a daily basis to provide services to our community, the engagement includes daily customer service functions for utilities, code enforcement, planning, etc, as well as the monthly board meetings.

Factor 3. The nature and importance of the programs, activities, or services to people's lives

The more important the activity, information, service, or program, or the greater the possible consequences of the contact to the LEP persons, the more likely the need for language services. The obligations to communicate rights to a person who is being evicted differ, for example, from those to provide recreational programming. A CDBG recipient needs to determine whether denial or delay of access to services or information could have serious or even life-threatening implications for the LEP individual.

Provide below answers to the following questions: 1) What is the nature of the program? e.g. Providing improved water and sewer services, 2) What is the importance of the program? 3) Would denial or delay of access to services or information could serious or even life-threatening implications for the LEP individual?

The CDBG program will provide sewer line rehabilitation, improving the City's ability to provide sewer services. The program is important because it will aid in the cost of sewer line rehabilitation and will likely help to keep utility rates more affordability, and will also improve the sewer system. Denial or

Note: In the case where the overall jurisdiction numbers fall below the threshold to provide translated written documents but existing or planned target areas exist, the recipient must evaluate whether there are LEP households within the target areas that may need notification or other LAP services. The recipient's evaluation should use local knowledge or data or other relevant data in conducting its evaluation and should indicate its conclusions regarding the steps necessary to reach out to these households in the language they speak to ensure that adequate notification is achieved. This evaluation will be particularly important for grants with limited rehabilitation activities (new connections/hookups) where eligible applicants for assistance may need application or other documents translated to take advantage of available services.



State of North Carolina
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delay of access to the CDBG-I information will not have serious or life-threatening implications for the LEP population, additionally there will be no denial of access to the information. If needed the City will do it's best to provide the information in the appropriate language in a timely manner.



Factor 4. Resources available to grantee/recipient and costs.

The **City of Sanford** takes all reasonable steps to ensure meaningful access for LEP persons to CDBG programs and activities. The availability of resources, however, may limit the provision of language assistance services in some instances. “Reasonable steps” may cease to be reasonable when the costs imposed substantially exceed the benefits. The **City of Sanford’s** LAP balances the needs of the LEP community with the funding resources available. If resources limit the provision of services already laid out in this document, the **City of Sanford** will keep record of both the service requested and financial reasoning for the limitation.

Language assistance measures that the **City of Sanford** might provide to LEP persons are outlined in Section 2 below.

2. LANGUAGE ASSISTANCE MEASURES

The type of language assistance necessary to provide meaningful access will vary depending on the type of communication the **City of Sanford** staff is having with the LEP person (i.e., phone, in-person, or written communication) and in some circumstances more than one method will work. Regardless of how the language assistance is provided, the **City of Sanford** recognizes the importance of providing such services in a timely manner and in an appropriate place. Failure to do so may effectively delay or deny LEP residents access to CDBG programs and services. The **City of Sanford** staff understands that the extent of the **City’s** obligation is to provide both oral and written translations is dependent on the four-factor analysis conducted by the community.

“I SPEAK” CARDS

Language-specific cards should inform the reader on the use of the card on one side, while instructing staff (on the other side and in their vernacular language) which procedures to follow to assist the card holder. The “I Speak” card in Spanish, for example, would read in Spanish as follows: “The language I speak is Spanish. Please find someone who is fluent so that I may communicate effectively. Thank you.”

The **City of Sanford** will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or “I speak cards,” <http://www.lep.gov/resources>) and LEP posters to determine the language. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

OBTAINING A QUALIFIED INTERPRETER

List the current name, office telephone number, office address and email address of the local Title VI compliance officer(s):
 Mary DePina, City Engineer, 919-777-1121, 225 E.
 Weatherspoon Street, Sanford NC 27331,
mary.depina@sanfordnc.net

Check all methods that will be used.

Note: The Unit of General Local Government (UGLG) must notify the Division of Water Infrastructure (DWI) CDBG-I Compliance Specialist immediately of changes in name or contact information for the local Title VI compliance officer.



- Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff (*provide the list*): insert information here
- Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language. Identify the organization (s) name(s) with whom you have contracted or made arrangements. insert information here
- Have/has agreed to provide qualified interpreter services. The organization's (or organizations') telephone number(s) is/are insert number here and the hours of availability are insert hours here.
- Other (*describe*): Describe here

UGLG Staff.

All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

Family Member or Friend as an Interpreter.

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file.

If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest should be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other residents will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

WRITTEN TRANSLATIONS

The **City of Sanford** has chosen to follow the Safe Harbor rule, contained in HUD's final guidance, to assist in determining when to provide translations of vital documents. The Safe Harbor rule for written translation of vital documents is based on the number and percentages of the market area-eligible population or current beneficiaries and applicants that are LEP. According to the Safe Harbor Rule:

HUD would expect translation of vital documents to be provided when the eligible LEP population in the market area or current beneficiaries exceeds 1,000 persons or if it exceeds 5% of the eligible population or beneficiaries along with more than 50 people. In



cases where more than 5% of the eligible population speaks a specific language, but fewer than 50 persons are affected, there should be a translated written notice of the person's right to an oral interpretation.

As such, the **City of Sanford** 's eligible LEP population or current beneficiaries is:

- Exceeds 1,000 persons. Therefore, vital documents will be translated.
- More than 5% of the eligible LEP population or current beneficiaries and more than 50 in number. Therefore, vital documents will be translated.
- More than 5% of the eligible population or current beneficiaries and 50 or less in number. Therefore, there will be a translated written notice of the person's right to an oral interpretation of vital documents.
- 5% or less of the eligible population or current beneficiaries and less than 1,000 in number. Therefore, vital documents will not be translated at this time but, rather, a translated written notice of the person's right to an oral interpretation will be provided.

When translation of vital documents is needed, the **City of Sanford** will submit documents for translation into frequently-encountered languages. Ensure records are kept of those documents that apply to your local unit of government.

Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

VITAL DOCUMENTS

The **City of Sanford** has chosen to follow the Safe Harbor rule, contained in HUD's final guidance, in determining vital documents. **City of Sanford's** has identified those vital documents for each federally funded program that directly faces LEP individuals and for which a delay in service provision might significantly, negatively impact the wellness of any individual that program serves.

The **City of Sanford** has prioritized those documents for which either the following statements are true, according to direct program contacts:

- 1) Without this document, an individual could not access the program;
- 2) This document allows access to a major activity within the program.

These vital documents include:

- Public Notices – public meetings and public hearings;

Note: In the case where the overall jurisdiction numbers fall below the threshold to provide translated written documents but existing or planned target areas exist, the recipient must evaluate whether there are LEP households within the target areas that may need notification or other LAP services. The recipient's evaluation should use local knowledge or data or other relevant data in conducting its evaluation and should indicate its conclusions regarding the steps necessary to reach out to these households in the language they speak to ensure that adequate notification is achieved. This evaluation will be particularly important for grants with limited rehabilitation activities (new connections/hookups) where eligible applicants for assistance may need application or other documents translated to take advantage of available services.



- Notices of Intent to Request the Release of Funds;
- Findings of No Significant Impact;
- Bid Documents and Notices;
- Fair Housing Information;
- Civil Rights Notices;
- Applications for Assistance;
- Income Surveys; and
- Complaint Procedures.

NOTICE TO LEP PERSONS

The **City of Sanford** will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. For example, the notification will include, in the primary language of the applicant/recipient, the following language:

*“Important: If you need help reading this, ask the **City** for an interpreter for assistance. An interpreter is available free of charge.”*

Minimum Required Phases.

The **City of Sanford** shall include at minimum the following phrases in English and Spanish in any document requesting public comments, or notifying the community of any modifications/amendments to the CDBG program during the life of the grant, including but not limited to, public hearing notifications, citizen participation documents, fair housing notices and documentation, Environmental Review notifications, among other documents:

“This information is available in Spanish or any other language upon request. Please contact (Insert Name) at (Insert Phone Number) or at (Insert physical location) for accommodations for this request.”

*“Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con (Insert Name) al (Insert Phone Number) o en (Insert physical location) de alojamiento para esta solicitud.” **

All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

*Note: The address and name itself in the Spanish sentence above should not be translated (e.g. “Charlie” should not be translated to “Carlos”; “Main Street” should not be translated to “Calle Principal”)

MINIMUM REQUIRED NOTICES AND SIGNS

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited, to the main lobbies, waiting rooms, etc.

City Hall



Notification will also be provided through one or more of the following: outreach documents, telephone voice mail menus, local newspapers, radio and television stations, and/or community-based organizations

City Hall

3. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis, the **City** will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, the **City** will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, complaints filed by LEP persons, feedback from residents and community organizations, etc.

COMPLIANCE PROCEDURES, REPORTING AND MONITORING

1. Reporting:

The **City** will complete an annual compliance report and send this report to DWI. The form can be found at on the Division of Water Infrastructure website under CDBG-I Reports.

2. Monitoring:

The **City** complete a self-monitoring report on a semi-annual basis, using a standardized reporting system proposed by the local government. These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to the Division of Water Infrastructure upon request. The **City** will cooperate, when requested, with special reviews by the Division of Water Infrastructure.

APPLICANT/RECIPIENT COMPLAINTS OF DISCRIMINATORY TREATMENT

1. Complaints:

The **City** will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint.

- a. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy.
- b. The form can be found on the Division of Water Infrastructure website under CDBG-I Compliance and Reporting Information.
- c. The **City** will maintain records of any complaints filed, the date of filing, actions taken and resolution.
- d. The **City** will notify the appropriate section within Division of Water Infrastructure of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

2. Resolution of Matter:

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice (DOJ). This notice will be provided in the primary language of the individual with Limited English Proficiency. If not resolved by Division of Water Infrastructure, then complaint will be forwarded to U.S.



State of North Carolina
Department of Environmental Quality
Division of Water Infrastructure (DWI)

Department of Justice (DOJ) and U.S. Department of Housing and Urban Development
(HUD) Field Office.

SUBMITTED AND ADOPTED BY:

Chief Elected Official's Name Printed

Signature of Chief Elected Official

Date

SELECTED SOCIAL CHARACTERISTICS IN THE UNITED STATES

Survey/Program: American Community Survey

Product: 2018: ACS 5-Year Estimates Data Profiles

TableID: DP02

CUSTOMIZE TABLE

SELECTED SOCIAL CHARACTERISTICS IN THE UNITED STATES

Survey/Program: American Community Survey

Years:

2018,2017,2016,2015,2014,2013,2012,2011,2010

Table: DP02

SELECTED ECONOMIC CHARACTERISTICS

Survey/Program: American Community Survey

Years:

2018,2017,2016,2015,2014,2013,2012,2011,2010

Table: DP03

SELECTED HOUSING CHARACTERISTICS

Survey/Program: American Community Survey

Years: 2016,2015,2014,2013,2012,2011,2010

Table: DP04

	Sanford city, North Carolina	
Label	Estimate	Percent
▼ LANGUAGE SPOKEN AT HOME		
▼ Population 5 years and over	26,981	26,981
English only	20,365	75.5%
▼ Language other than English	6,616	24.5%
Speak English less than "very well"	3,146	11.7%
▼ Spanish	6,343	23.5%
Speak English less than "very well"	3,107	11.5%
▼ Other Indo-European languages	112	0.4%
Speak English less than "very well"	15	0.1%
▼ Asian and Pacific Islander languages	146	0.5%
Speak English less than "very well"	24	0.1%
▼ Other languages	15	0.1%
Speak English less than "very well"	0	0.0%

QuickFacts

Sanford city, North Carolina; United States

QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.

Table

All Topics	Sanford city, North Carolina	United States
Median household income (in 2018 dollars), 2014-2018	\$46,067	\$60,293
PEOPLE		
Population		
Population estimates, July 1, 2019, (V2019)	30,085	328,239,523
Population estimates base, April 1, 2010, (V2019)	28,217	308,758,105
Population, percent change - April 1, 2010 (estimates base) to July 1, 2019, (V2019)	6.6%	6.3%
Population, Census, April 1, 2010	28,094	308,745,538
Age and Sex		
Persons under 5 years, percent	▲ 7.8%	▲ 6.0%
Persons under 18 years, percent	▲ 27.0%	▲ 22.3%
Persons 65 years and over, percent	▲ 11.3%	▲ 16.5%
Female persons, percent	▲ 53.2%	▲ 50.8%
Race and Hispanic Origin		
White alone, percent	▲ 65.1%	▲ 76.3%
Black or African American alone, percent (a)	▲ 27.0%	▲ 13.4%
American Indian and Alaska Native alone, percent (a)	▲ 0.2%	▲ 1.3%
Asian alone, percent (a)	▲ 0.8%	▲ 5.9%
Native Hawaiian and Other Pacific Islander alone, percent (a)	▲ 0.0%	▲ 0.2%
Two or More Races, percent	▲ 2.2%	▲ 2.8%
Hispanic or Latino, percent (b)	▲ 26.1%	▲ 18.5%
White alone, not Hispanic or Latino, percent	▲ 44.6%	▲ 60.1%
Population Characteristics		
Veterans, 2014-2018	1,543	18,611,432
Foreign born persons, percent, 2014-2018	13.4%	13.5%
Housing		
Housing units, July 1, 2019, (V2019)	X	139,684,244
Owner-occupied housing unit rate, 2014-2018	53.1%	63.8%
Median value of owner-occupied housing units, 2014-2018	\$136,800	\$204,900
Median selected monthly owner costs -with a mortgage, 2014-2018	\$1,157	\$1,558
Median selected monthly owner costs -without a mortgage, 2014-2018	\$390	\$490
Median gross rent, 2014-2018	\$734	\$1,023
Building permits, 2019	X	1,386,048
Families & Living Arrangements		
Households, 2014-2018	10,407	119,730,128
Persons per household, 2014-2018	2.74	2.63
Living in same house 1 year ago, percent of persons age 1 year+, 2014-2018	84.5%	85.5%
Language other than English spoken at home, percent of persons age 5 years+, 2014-2018	24.5%	21.5%
Computer and Internet Use		
Households with a computer, percent, 2014-2018	81.7%	88.8%
Households with a broadband Internet subscription, percent, 2014-2018	69.4%	80.4%
Education		
High school graduate or higher, percent of persons age 25 years+, 2014-2018	81.2%	87.7%
Bachelor's degree or higher, percent of persons age 25 years+, 2014-2018	22.8%	31.5%
Health		
With a disability, under age 65 years, percent, 2014-2018	11.5%	8.6%
Persons without health insurance, under age 65 years, percent	▲ 15.2%	▲ 10.0%
Economy		
In civilian labor force, total, percent of population age 16 years+, 2014-2018	65.8%	62.9%
In civilian labor force, female, percent of population age 16 years+, 2014-2018	62.1%	58.2%
Total accommodation and food services sales, 2012 (\$1,000) (c)	77,277	708,138,598
Total health care and social assistance receipts/revenue, 2012 (\$1,000) (c)	222,972	2,040,441,203
Total manufacturers shipments, 2012 (\$1,000) (c)	1,224,083	5,696,729,632
Total merchant wholesaler sales, 2012 (\$1,000) (c)	D	5,208,023,478
Total retail sales, 2012 (\$1,000) (c)	706,438	4,219,821,871
Total retail sales per capita, 2012 (c)	\$24,306	\$13,443

Transportation

Mean travel time to work (minutes), workers age 16 years+, 2014-2018	23.0	26.6
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Income & Poverty

Median household income (in 2018 dollars), 2014-2018	\$46,067	\$60,293
Per capita income in past 12 months (in 2018 dollars), 2014-2018	\$22,567	\$32,621
Persons in poverty, percent	▲ 18.5%	▲ 11.8%

**BUSINESSES****Businesses**

Total employer establishments, 2018	X	7,912,405
Total employment, 2018	X	130,881,471
Total annual payroll, 2018 (\$1,000)	X	7,097,310,272
Total employment, percent change, 2017-2018	X	1.8%
Total nonemployer establishments, 2018	X	26,485,532
All firms, 2012	2,440	27,626,360
Men-owned firms, 2012	1,253	14,844,597
Women-owned firms, 2012	825	9,878,397
Minority-owned firms, 2012	617	7,952,386
Nonminority-owned firms, 2012	1,657	18,987,918
Veteran-owned firms, 2012	312	2,521,682
Nonveteran-owned firms, 2012	1,886	24,070,685

**GEOGRAPHY****Geography**

Population per square mile, 2010	1,048.8	87.4
Land area in square miles, 2010	26.79	3,531,905.43
FIPS Code	3759280	1

Value Notes

 Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info  icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2019) refers to the final year of the series (2010 thru 2019). *Different vintage years of estimates are not comparable.*

Fact Notes

- (a) Includes persons reporting only one race
- (b) Hispanics may be of any race, so also are included in applicable race categories
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

Value Flags

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper interval of an open ended distribution.
- D** Suppressed to avoid disclosure of confidential information
- F** Fewer than 25 firms
- FN** Footnote on this item in place of data
- N** Data for this geographic area cannot be displayed because the number of sample cases is too small.
- NA** Not available
- S** Suppressed; does not meet publication standards
- X** Not applicable
- Z** Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

ABOUT US

- Help for Survey Participants
- FAQs
- Director's Corner
- Regional Offices
- History
- Research
- Scientific Integrity
- Census Careers
- Business Opportunities
- Congressional and Intergovernmental
- Contact Us

FIND DATA

- QuickFacts
- Explore Census Data
- 2020 Census
- 2010 Census
- Economic Census
- Interactive Maps
- Training & Workshops
- Data Tools
- Developers
- Publications

BUSINESS & ECONOMY

- Help With Your Forms
- Economic Indicators
- Economic Census
- E-Stats
- International Trade
- Export Codes
- NAICS
- Governments
- Longitudinal Employer-Household Dynamics (LEHD)
- Survey of Business Owners

PEOPLE & HOUSEHOLDS

- 2020 Census
- 2010 Census
- American Community Survey
- Income
- Poverty
- Population Estimates
- Population Projections
- Health Insurance
- Housing
- International
- Genealogy

SPECIAL TOPICS

- Advisors, Centers and Research Programs
- Statistics in Schools
- Tribal Resources (AIAN)
- Emergency Preparedness
- Special Census Program
- Data Linkage Infrastructure
- Fraudulent Activity & Scams
- USA.gov

NEWSROOM

- News Releases
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**AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET
OF THE CITY OF SANFORD FY 2020-2021**

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 2020-22 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 2020-2021.

**GENERAL FUND
APPROPRIATION OF FUNDS**

<u>REVENUES</u>		<u>EXPENDITURES</u>
100045 54000 Appropriated Fund Balance	52,840	10025400 00000 Inspections
		52,840
Total Appropriation	<u>\$ 52,840</u>	

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

ADOPTED this, the 15th day of September, 2020.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

2020-2021 BUDGET ORDINANCE AMENDMENT**GENERAL FUND****Appropriation of Funds - results in increasing of budget****REVENUES**

Appropriated Fund Balance	52,840	To appropriate fund balance for item described below
---------------------------	--------	--

EXPENDITURES

Inspections	52,840	To budget funds for additional position
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STATE OF NORTH CAROLINA
 COUNTY OF LEE

MEMORANDUM OF UNDERSTANDING
 FOR A JOINT WATER TREATMENT
 PRELIMINARY ENGINEERING REPORT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), made and entered into this _____ day of _____, 2020, by and between the COUNTY OF CHATHAM, one of the one hundred counties of the State of North Carolina and a body both politic and corporate, herein referred to as “County”, and the CITY OF SANFORD, a North Carolina Municipal Corporation, herein referred to as “City”, each additionally referred to herein as either a “Party”, and collectively as the “Parties”.

WITNESSETH:

WHEREAS, this MOU is undertaken due to the mutual interest of both entities to determine if a collaborative water treatment plant expansion is a viable solution for future water treatment needs; and

WHEREAS, the City of Sanford, located in Lee County, currently owns and operates a municipal water treatment plant and distribution system to provide potable water service for residential and commercial consumers, within the City corporate and county limits; and

WHEREAS, the City and County desire to explore mutually beneficial options for expanding future water quantity needs for both Parties; and

WHEREAS, a cost sharing arrangement and the utilization of resources and personnel from both entities will maximize the opportunity for a successful program; and

WHEREAS, the Town of Holly Springs and/or Town of Fuquay-Varina may also participate in this project.

NOW, THEREFORE, the Parties hereto agree as follows:

As a result of increasing water demands and projections, the City has determined that additional water treatment capacity will be required within the next 25 years, due to expected population growth. The City and County have agreed in principle to embark on a water treatment preliminary engineering report to determine if a joint water treatment facility expansion is a feasible solution to the future water treatment needs.

1. Program of Work

The Parties hereto have agreed that City will engage an engineering firm to conduct a water treatment preliminary engineering report on behalf of the Parties for a not to exceed amount of \$655,000.

2. Shared Costs

To mutually share in the costs of conducting the joint water treatment preliminary

engineering report, the entities who benefit from the undertaking shall share in the costs.

County of Chatham shall contribute \$55,000.00 for their portion of the preliminary engineering report costs.

3. Areas of Collaboration

The Parties shall mutually agree to work together to do the following:

- a. Participate in the joint report workshops and meetings;
- b. Cooperate in distributing available information to the other party as well as to any third parties as required;
- c. Review infrastructure and water treatment alternatives;
- d. Develop a Preliminary Engineering Report;
- e. Determine a viable solution.

4. Term of the MOU

This MOU is effective upon full execution by the Parties, and will remain in full force and effect for a period of one year. No later than June 30, 2021, the MOU may be reviewed and renewed for an additional one (1) year period by mutual consent of the Parties in writing.

5. Termination

Each party reserves the right to terminate this MOU upon thirty (30) days' written notice to the other. In addition, if either party fails to fulfill in timely and proper manner the obligations under this MOU, for any reason, the other party shall have the right to terminate this MOU, by giving written notice, and the termination will be effective upon receipt.

6. Meetings

To accomplish these objectives, the Parties' Staff may meet once per month for the purposes of program planning and monitoring, evaluating outcomes, and to review and ensure that each partner is in compliance with this Memorandum of Understanding.

7. Notice

All notices or other communications arising hereunder shall be sent to the following:

City of Sanford
 Attn: Victor Czar, Director
 Department of Public Works
 P.O. Box 3729
 Sanford, NC 27330
 Phone 919-777-1117
 email: victor.czar@sanfordnc.net

County of Chatham
 Attn: Larry Bridges, Director
 Department of Public Works
 P.O. Box 910
 Pittsboro, NC 27312
 Phone 919-542-8270
 email: larry.bridges@chathamnc.org

8. Amendment

Any amendment to this MOU to be effective, must be in writing, signed by both Parties, and executed with the same formality and approvals as the foregoing MOU.

9. No Waiver of Immunity

Nothing herein shall be construed to mandate purchase of insurance by the City, or to, in any other way, waive the defense of sovereign or governmental immunity from any cause of action alleged or brought against City, for any reason, if otherwise available as a matter of law.

Nothing herein shall be construed to mandate purchase of insurance by the County, or to, in any other way, waive the defense of sovereign or governmental immunity from any cause of action alleged or brought against the County, for any reason, if otherwise available as a matter of law.

10. Non-Appropriation

City and County are governmental entities, and the MOU validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that funds are not available and not appropriated to the program specified in this MOU, then this MOU shall automatically expire without penalty to either party.

In the event of a legal change in either party's statutory authority, mandate, and mandated functions, which adversely affects the authority to continue performing obligations under this MOU, then this MOU shall automatically expire without penalty to either party.

11. No Third-Party Beneficiaries

This MOU is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

12. Applicable Law

All matters relating to this MOU shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions.

13. Relationship of Parties

The County and City are, and shall remain independent contractors, with respect to any service or function performed under this MOU. Except as provided for in this MOU, each party shall select the means, method, and manner of performing their respective services herein. Each party is an independent contractor and shall not represent itself or be deemed as an officer, agent, or employee of the other party, for any purpose. Nothing under this MOU is intended or should be construed in any manner, to create a partnership or venture between the Parties. Each party

agrees that it will obey all State and Federal statutes, rules, and regulations which are applicable to any responsibility or duty outlined herein.

14. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this MOU, this MOU and all materials submitted by the parties to one another are subject to the public records laws of the State of North Carolina and it is the responsibility of the submitting party to properly designate materials that may be protected from disclosure under North Carolina law as such and in the form required by law prior to the submission of such materials to the other party. The parties understand and agree that the City and the County may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this MOU. To the extent that any other provisions of this MOU conflict with this paragraph, the provisions of this section shall control.

15. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations, or ordinances applicable to the parties and the services performed under this MOU, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the MOU must take reasonable measures and implement reasonable protections when a weather event, otherwise defined as a force majeure event, is forecast to be eligible to be excused from the performance otherwise required under this MOU by this provision.

16. Non-Discrimination

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this MOU.

17. Advertising

The parties shall not use the existence of this MOU, or the name of the other, as part of any advertising without the prior approval of the other party.

18. Miscellaneous

The parties shall be responsible for the proper custody and care of any property furnished or purchased by the other party for use in connection with the performance of this MOU, and will reimburse the other party for the replacement value of its loss or damage.

19. Severability

If any provision of this MOU shall be determined to be unenforceable by a court of

competent jurisdiction, such determination will not affect any other provision of this MOU.

1. Counterparts

This MOU may be executed in several counterparts, each of which shall be deemed an original.

2. Incorporation of Documents/Complete Agreement

This MOU, and any documents incorporated below, represent the entire Agreement between the parties and suspend all prior oral or written statements, or Agreements.

IN WITNESS WHEREOF, being duly authorized, the County has executed the foregoing with the signature of its County Manager, attested by its Clerk, with the official seal affixed, and, being duly authorized, the City has executed with the signature of its City Manager, attested by its Deputy City Clerk, with the official seal affixed, the day and year first above written.

COUNTY OF CHATHAM

CITY OF SANFORD

By: _____
Dan LaMontagne, County Manager

By: _____
Hal Hegwer, City Manager

ATTEST:

ATTEST:

By: _____
Lindsay Ray, Clerk
(Affix Seal)

By: _____
Vicki R. Cannady, Deputy City Clerk
(Affix Seal)

THIS INSTRUMENT APPROVED AS TO FORM:

Bob Hageman, County Attorney

Susan C. Patterson, City Attorney

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

By: _____
Vicki McConnell, Finance Director

By: _____
Beth T. Kelly, Finance Director

STATE OF NORTH CAROLINA
 COUNTY OF LEE

MEMORANDUM OF UNDERSTANDING
 FOR A JOINT WATER TREATMENT
 PRELIMINARY ENGINEERING REPORT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), made and entered into this _____ day of _____, 2020, by and between the TOWN OF FUQUAY-VARINA, a North Carolina Municipal Corporation, herein referred to as “Town”, and the CITY OF SANFORD, a North Carolina Municipal Corporation, herein referred to as “City”, each additionally referred to herein as either a “Party”, and collectively as the “Parties”.

W I T N E S S E T H :

WHEREAS, this MOU is undertaken due to the mutual interest of both entities to determine if a collaborative water treatment plant expansion is a viable solution for future water treatment needs; and

WHEREAS, the City of Sanford, located in Lee County, currently owns and operates a municipal water treatment plant and distribution system to provide potable water service for residential and commercial consumers, within the City corporate and county limits; and

WHEREAS, the City and Town desire to explore mutually beneficial options for expanding future water quantity needs for both Parties; and

WHEREAS, a cost-sharing arrangement and the utilization of resources and personnel from both entities will maximize the opportunity for a successful program; and

WHEREAS, the Town of Holly Springs and Chatham County may also participate in this project.

NOW, THEREFORE, the Parties hereto agree as follows:

As a result of increasing water demands and projections, the Parties have determined that additional water treatment capacity will be required within the next 25 years, due to expected population growth. The City and Town have agreed in principle to embark on a water treatment preliminary engineering report to determine if a joint water treatment facility expansion is a feasible solution to the future water treatment needs.

1. Program of Work

The Parties hereto have agreed that City will engage an engineering firm to conduct a water treatment preliminary engineering report on behalf of the Parties for a not to exceed amount of \$655,000.

2. Shared Costs

To mutually share in the costs of conducting the joint water treatment preliminary engineering report, the entities who benefit from the undertaking shall share in the costs.

Town of Fuquay-Varina shall contribute a maximum of \$200,000.00 for their portion of the preliminary engineering report costs.

3. Areas of Collaboration

The Parties shall mutually agree to work together to do the following:

- a. Participate in the joint report workshops and meetings;
- b. Cooperate in distributing available information to the other party as well as to any third parties as required;
- c. Review infrastructure and water treatment alternatives;
- d. Develop a Preliminary Engineering Report;
- e. Determine a viable solution.

4. Term of the MOU

This MOU is effective upon full execution by the Parties, and will remain in full force and effect for a period of one year. No later than June 30, 2021, the MOU may be reviewed and renewed for an additional one (1) year period by mutual consent of the Parties in writing.

5. Termination

Each party reserves the right to terminate this MOU upon thirty (30) days' written notice to the other. In addition, if either party fails to fulfill in timely and proper manner the obligations under this MOU, for any reason, the other party shall have the right to terminate this MOU, by giving written notice, and the termination will be effective upon receipt.

6. Meetings

To accomplish these objectives, the Parties' Staff may meet once per month for the purposes of program planning and monitoring, evaluating outcomes, and to review and ensure that each partner is in compliance with this Memorandum of Understanding.

7. Notice

All notices or other communications arising hereunder shall be sent to the following:

City of Sanford
 Attn: Victor Czar, Director
 Department of Public Works
 P.O. Box 3729
 Sanford, NC 27330
 Phone 919-777-1117
 email: victor.czar@sanfordnc.net

Town of Fuquay-Varina
 Attn: Jay T. Meyers, Director
 Department of Public Utilities
 134 N. Main Street
 Fuquay-Varina, NC 27526
 Phone 919-567-3911
 email: jmeyers@fuquay-varina.org

8. Amendment

Any amendment to this MOU to be effective, must be in writing, signed by both Parties, and executed with the same formality and approvals as the foregoing MOU.

9. No Waiver of Immunity

Nothing herein shall be construed to mandate purchase of insurance by the City, or to, in any other way, waive the defense of sovereign or governmental immunity from any cause of action alleged or brought against City, for any reason, if otherwise available as a matter of law.

Nothing herein shall be construed to mandate purchase of insurance by the Town, or to, in any other way, waive the defense of sovereign or governmental immunity from any cause of action alleged or brought against the Town, for any reason, if otherwise available as a matter of law.

10. Non-Appropriation

City and Town are governmental entities, and the MOU validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that funds are not available and not appropriated to the program specified in this MOU, then this MOU shall automatically expire without penalty to either party.

In the event of a legal change in either party's statutory authority, mandate, and mandated functions, which adversely affects the authority to continue performing obligations under this MOU, then this MOU shall automatically expire without penalty to either party.

11. No Third-Party Beneficiaries

This MOU is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

12. Applicable Law

All matters relating to this MOU shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions.

13. Relationship of Parties

The Town and City are, and shall remain independent contractors, with respect to any service or function performed under this MOU. Except as provided for in this MOU, each party shall select the means, method, and manner of performing their respective services herein. Each party is an independent contractor and shall not represent itself or be deemed as an officer, agent, or employee of the other party, for any purpose. Nothing under this MOU is intended or should be construed in any manner, to create a partnership or venture between the Parties. Each party agrees that it will obey all State and Federal statutes, rules, and regulations which are applicable to any responsibility or duty outlined herein.

14. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this MOU, this MOU and all materials submitted by the parties to one another are subject to the public records laws of the State of North Carolina and it is the responsibility of the submitting party to properly designate materials that may be protected from disclosure under North Carolina law as such and in the form required by law prior to the submission of such materials to the other party. The parties understand and agree that the City and the Town may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this MOU. To the extent that any other provisions of this MOU conflict with this paragraph, the provisions of this section shall control.

15. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations, or ordinances applicable to the parties and the services performed under this MOU, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the MOU must take reasonable measures and implement reasonable protections when a weather event, otherwise defined as a force majeure event, is forecast to be eligible to be excused from the performance otherwise required under this MOU by this provision.

16. Non-Discrimination

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this MOU.

17. Advertising

The parties shall not use the existence of this MOU, or the name of the other, as part of any advertising without the prior approval of the other party.

18. Miscellaneous

The parties shall be responsible for the proper custody and care of any property furnished or purchased by the other party for use in connection with the performance of this MOU, and will reimburse the other party for the replacement value of its loss or damage.

19. Severability

If any provision of this MOU shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this MOU.

20. Counterparts

This MOU may be executed in several counterparts, each of which shall be deemed an original.

21. Incorporation of Documents/Complete Agreement

This MOU, and any documents incorporated below, represent the entire Agreement between the parties and suspend all prior oral or written statements, or Agreements.

IN WITNESS WHEREOF, being duly authorized, the Town has executed the foregoing with the signature of its Town Manager, attested by its Clerk, with the official seal affixed, and, being duly authorized, the City has executed with the signature of its City Manager, attested by its Deputy City Clerk, with the official seal affixed, the day and year first above written.

TOWN OF FUQUAY-VARINA

CITY OF SANFORD

By: _____
Adam Mitchell, Town Manager

By: _____
Hal Hegwer, City Manager

ATTEST:

ATTEST:

By: _____
Rose Rich, Town Clerk
(Affix Seal)

By: _____
Vicki R. Cannady, Deputy City Clerk
(Affix Seal)

THIS INSTRUMENT APPROVED AS TO FORM:

James Adcock, Town Attorney

Susan C. Patterson, City Attorney

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

By: _____
JoAnne Crabtree, Finance Director

By: _____
Beth T. Kelly, Finance Director

STATE OF NORTH CAROLINA
 COUNTY OF LEE

MEMORANDUM OF UNDERSTANDING
 FOR A JOINT WATER TREATMENT
 PRELIMINARY ENGINEERING REPORT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), made and entered into this _____ day of _____, 2020, by and between the TOWN OF HOLLY SPRINGS, a North Carolina Municipal Corporation, herein referred to as “Town,” and the CITY OF SANFORD, a North Carolina Municipal Corporation, herein referred to as “City,” each additionally referred to herein as either a “Party”, and collectively as the “Parties.”

W I T N E S S E T H :

WHEREAS, this MOU is undertaken due to the mutual interest of both entities to determine if a collaborative water treatment plant expansion is a viable solution for future water treatment needs; and

WHEREAS, the City of Sanford, located in Lee County, currently owns and operates a municipal water treatment plant and distribution system to provide potable water service for residential and commercial consumers, within the City corporate and county limits; and

WHEREAS, the City and Town desire to explore mutually beneficial options for expanding future water quantity needs for both Parties; and

WHEREAS, a cost sharing arrangement and the utilization of resources and personnel from both entities will maximize the opportunity for a successful program; and

WHEREAS, the City is entering into similar agreements with the jurisdictions of Fuquay-Varina and Chatham County in an effort to combine resources to hire an expert engineering firm with significant experience in water resource planning to perform a Preliminary Engineering Report (“PER”).

NOW, THEREFORE, the Parties hereto agree as follows:

As a result of increasing water demands and projections among the various jurisdictions, the City and Town have determined that additional water treatment capacity will be required within their respective jurisdictions during next 25 years, due to expected population growth. The City and Town have agreed in principle to embark on engaging an expert engineering firm to perform a PER to determine if a joint water treatment facility expansion is a feasible solution to the future water treatment needs.

1. Program of Work

The Parties hereto have agreed that City will engage an engineering firm, pursuant to the requirements of NCGS §143-64.31, et. seq. (Qualified Based Selections of Engineers) to conduct a water treatment preliminary engineering report on behalf of the Parties for a not to exceed amount of \$655,000. The City shall consult with the Town on the selection of the engineering firm prior to the selections and in the event that the Town does not agree on the selection, the Town shall be

relieved of any obligation under this Agreement. The City will engage an engineering firm to conduct a preliminary water treatment analysis for additional water treatment and conveyance capacity such that sufficient capacity will be achieved in an amount to be beneficial to the Town, as determined by the Town.

2. Shared Costs

To mutually share in the costs of conducting the joint water treatment preliminary engineering report, the entities who benefit from the undertaking shall share in the costs as follows:

Chatham County shall contribute \$55,000; City of Sanford shall contribute \$200,000; Town of Holly Springs shall contribute \$200,000.00; Town of Fuquay-Varina shall contribute \$200,000. (*Level of effort for PER is not strictly based on flow volumes; therefore, a more equal division of the costs seems equitable.*)

3. Areas of Collaboration

The Parties shall mutually agree to work together to do the following:

- a. Participate in the joint report workshops and meetings;
- b. Cooperate in distributing available information to the other party as well as to any third parties as required;
- c. Review infrastructure and water treatment alternatives;
- d. Develop a Preliminary Engineering Report;
- e. Determine a viable solution to ensuring an adequate water supply for each party in an amount to be determined by that party.

4. Term of the MOU

This MOU is effective upon full execution by the Parties, and will remain in full force and effect for a period of one year. No later than June 30, 2021, the MOU may be reviewed and renewed for an additional one (1) year period by mutual consent of the Parties in writing.

5. Termination

Each party reserves the right to terminate this MOU upon thirty (30) days' written notice to the other. In addition, if either party fails to fulfill in timely and proper manner the obligations under this MOU, for any reason, the other party shall have the right to terminate this MOU, by giving written notice, and the termination will be effective upon receipt.

6. Meetings

To accomplish these objectives, the Parties' Staff may meet once per month for the purposes of program planning and monitoring, evaluating outcomes, and to review and ensure that each partner is in compliance with this Memorandum of Understanding. Each party shall appoint a direct contact to be responsible for the party under this agreement, as indicated in the Notice provision.

7. Notice

All notices or other communications arising hereunder shall be sent to the following:

City of Sanford
 Attn: Victor Czar, Director
 Department of Public Works
 P.O. Box 3729
 Sanford, NC 27330
 Phone 919-777-1117
 email: victor.czar@sanfordnc.net

Town of Holly Springs
 Attn: Kendra Parrish, Executive Director
 Department of Utilities and Infrastructure
 128 South Main Street
 Holly Springs, NC 27540
 Phone 919-557-3935
 email: Kendra.Parrish@hollyspringsnc.us

8. Amendment

Any amendment to this MOU to be effective, must be in writing, signed by both Parties, and executed with the same formality and approvals as the foregoing MOU.

9. No Waiver of Immunity

Nothing herein shall be construed to mandate purchase of insurance by the City, or to, in any other way, waive the defense of sovereign or governmental immunity from any cause of action alleged or brought against City, for any reason, if otherwise available as a matter of law.

Nothing herein shall be construed to mandate purchase of insurance by the Town, or to, in any other way, waive the defense of sovereign or governmental immunity from any cause of action alleged or brought against the Town, for any reason, if otherwise available as a matter of law.

10. Non-Appropriation

City and Town are governmental entities, and the MOU validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that funds are not available and not appropriated to the program specified in this MOU, the non appropriating party shall immediately inform the other party in writing and, within thirty (30) days thereof this MOU shall automatically expire without penalty to either party.

In the event of a legal change in either party's statutory authority, mandate, and mandated functions, which adversely affects the authority to continue performing obligations under this MOU, then this MOU shall automatically expire without penalty to either party.

11. No Third-Party Beneficiaries

This MOU is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

12. Applicable Law

All matters relating to this MOU shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions.

13. Relationship of Parties

The Town and City are, and shall remain independent contractors, with respect to any service or function performed under this MOU. Except as provided for in this MOU, each party shall select the means, method, and manner of performing their respective services herein. Each party is an independent contractor and shall not represent itself or be deemed as an officer, agent, or employee of the other party, for any purpose. Nothing under this MOU is intended or should be construed in any manner, to create a joint agency, partnership or venture between the Parties. Each party agrees that it will obey all State and Federal statutes, rules, and regulations which are applicable to any responsibility or duty outlined herein.

14. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this MOU, this MOU and all materials submitted by the parties to one another are subject to the public records laws of the State of North Carolina and it is the responsibility of the submitting party to properly designate materials that may be protected from disclosure under North Carolina law as such and in the form required by law prior to the submission of such materials to the other party. The parties understand and agree that the City and the Town may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this MOU. To the extent that any other provisions of this MOU conflict with this paragraph, the provisions of this section shall control.

15. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations, or ordinances applicable to the parties and the services performed under this MOU, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the MOU must take reasonable measures and implement reasonable protections when a weather event, otherwise defined as a force majeure event, is forecast to be eligible to be excused from the performance otherwise required under this MOU by this provision.

16. E-Verify

The parties shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with NCGS §64-25 et. seq. In addition, to the best of the parties' knowledge, any subcontractor employed by the parties as a part of this MOU shall be in compliance with the requirements of E-Verify and NCGS §64-25 et. seq.

17. Non-Discrimination

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this MOU.

18. Advertising

The parties shall not use the existence of this MOU, or the name of the other, as part of any advertising without the prior approval of the other party.

19. Miscellaneous

The parties shall be responsible for the proper custody and care of any property furnished or purchased by the other party for use in connection with the performance of this MOU, and will reimburse the other party for the replacement value of its loss or damage.

20. Severability

If any provision of this MOU shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this MOU.

21. Counterparts

This MOU may be executed in several counterparts, each of which shall be deemed an original.

22. Incorporation of Documents/Complete Agreement

This MOU, and any documents incorporated below, represent the entire Agreement between the parties and suspend all prior oral or written statements, or Agreements.

IN WITNESS WHEREOF, being duly authorized, the Town has executed the foregoing with the signature of its Town Manager, attested by its Clerk, with the official seal affixed, and, being duly authorized, the City has executed with the signature of its City Manager, attested by its Deputy City Clerk, with the official seal affixed, the day and year first above written.

TOWN OF HOLLY SPRINGS

CITY OF SANFORD

By: _____
Randy J. Harrington, Town
Manager

By: _____
Hal Hegwer, City Manager

ATTEST:

ATTEST:

By: _____
Linda McKinney, Town Clerk
(Affix Seal)

By: _____
Vicki R. Cannady, Deputy City Clerk
(Affix Seal)

THIS INSTRUMENT APPROVED AS TO FORM:

John Schifano, Town Attorney

Susan C. Patterson, City Attorney

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

By: _____
Patty Dressen, Interim Finance Director

By: _____
Beth T. Kelly, Finance Director

**Sanford City Council
Annexation Report for
Property Owned by Village of Cumnock, LLC
September 15, 2020**

Authority. NC G.S. 160A-58.1 provides that a city may annex by ordinance any area non-contiguous to boundaries upon presentation to the governing body of a petition signed by the owners of the real property located within such area.

Procedure. On November 1, 2019, the City of Sanford received from Village of Cumnock, LLC a petition and an annexation boundary survey map for annexation of 153.17± acres more or less of land, near the northeast intersection of Cumnock Road and Cotten Road, and further identified as a portion of Lee County Tax Parcel 9635-04-5989-00. The property is being requested for annexation for the purposes of tying into the City's public sewer for a Planned Unit Development (PUD). The purpose of a PUD is to provide for the orderly development of land with a mix of land uses, both residential and non-residential.

The following owners of real property have signed the petition:

Name	Address
Village of Cumnock, LLC	4712 Shadow Ridge Court Holly Springs, NC 27540

On September 1, 2020, the Council adopted a resolution setting the date for a public hearing on the question of annexation of the property for September 15, 2020, at 6 p.m. at the Dennis Wicker Civic Center.

Public Notice. Notice of the public hearing was given by publication in the *Sanford Herald* on September 4, 2020. At the conclusion of the public hearing, the City Council can consider adoption of an ordinance annexing the property into the City.

Compliance with NCGS 160A-58.1 regarding voluntary non-contiguous annexation.

1. *The nearest point on the proposed satellite corporate limits must be not more than three miles from the primary corporate limits of the annexing city.* This subsection does not apply to the City of Sanford, as the City was granted an exemption from this requirement.
2. *No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city.* The subject property is closer to Sanford's primary corporate limits than any other city's primary corporate limits.
3. *The area must be so situated that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.* The City of Sanford will be able to provide the same services to the subject property that is provided within the corporate limits. See the section on Provision of City Services below.

4. *If the area proposed for annexation, or any portion thereof, is a subdivision as defined in G.S. 160A-376, all of the subdivision must be included. The subject property is not part of an existing subdivision as defined by 160A-376.*
5. *The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, may not exceed ten percent (10%) of the area within the primary corporate limits of the annexing city. This subsection does not apply to the City of Sanford, as the City was granted an exemption from this 10% maximum.*

Consistency with “PlanSanLee” Future Land Use Plan. The proposed area for annexation is identified in the Future Land Use Plan as Village Neighborhood Place Type, which is defined as low density single-family dwellings with interconnected street network and pedestrian connectivity to nearby Village Center. Land use designations include Open Space (undeveloped open space, forests), Civic (schools, churches, neighborhood parks), Residential (single-family detached dwellings). Forms of transportation include (from low to high priority mode) public transit, on-street bike lanes & off-trail system, Sidewalks & off-street trails, and vehicular connectivity. The Village Neighborhood Designation was intended to serve as a place holder for future development in the area when the plan was adopted in 2018 to recognize that the property was rezoned to a PUD by the County in 2013, but was unknown when/if the Village of Cumnock project would move forward.

Rural Fire Protection District. The annexation area lies in the Northview Rural Fire Protection District. N.C.G.S. 160A-31.1 requires a city to pay annually a proportionate share of any payments due on any debt (including principal and interest) relating to facilities or equipment of the rural fire department, if the debt was existing at the time of submission of the petition for annexation to the city. The annual payments from the city to the rural fire department shall be calculated by multiplying the percentage of the assessed valuation of the annexed area to the assessed valuation of the entire rural fire district times the debt of the fire department. Each valuation is fixed on the date the annexation ordinance becomes effective. A payment is not required when during any calendar year the total of payments for all annexations under this part is \$100 or less. A request for financial information was sent to the Northview Rural Fire Department on August 19, 2020.

Provision of City Services. City services will be extended to the new area, if it is annexed, in the same manner and on substantially the same basis that they are provided to the rest of the City. Below is a list of the major City services that will be provided.

Water and Sewer. The site has access to public water and will need to be served by public sewer if developed as envisioned. Any/all utility extensions will need to be reviewed and approved by the City of Sanford Public Works Department to verify compliance with all applicable regulations.

Streets. The proposed annexation site has access to existing roads: Cumnock Road, Cotten Road, and Zimmerman Road. Any/all street connections will need to be reviewed and approved by NCDOT and the City of Sanford Public Works Department to verify compliance with all applicable regulations.

Solid Waste. The City shall provide garbage, recyclables, leaf and limb, and bulk trash collection.

Police Protection. Service to the proposed annexation area can be accommodated by current City of Sanford Police Department staffing and resources.

Fire Protection. The City’s Fire Department would need to contract with the Northview Rural Fire Department to provide service to the annexation area. The contract would be similar to the ones for Central Carolina Enterprise Park and Galvin’s Ridge area. Payment would be based upon their County fire tax rate on the tax base in the annexed area.

Estimated Costs incurred by the City.

The Lee County Tax Office shows the total assessed valuation for the Northview Rural Fire Protection District area to be \$392,789,800.00 as of 2020. The assessed value of the proposed annexation area is approximately \$536,100.00.

Annual Debt payment	X	$\frac{\text{Value of property to be annexed}}{\text{Value of rural fire department}}$	= payment
\$112,000	X	$\frac{\$536,100}{\$392,789,800}$	= \$152.86

Revenue. The approximate assessed valuation of the annexation area as noted above is \$536,100.00. At the City’s current tax rate of \$.60/100, annual revenues of \$3216.60 could be anticipated ($\$536,100/100 = \$5361 \times .60 = \$3216.60$). This does not include additional tax revenue that would be generated if developed residential as envisioned.

Rezoning of Annexed Area. Pursuant to NCGS 160A-360(f), if the subject property is annexed, the City has up to 60 days to assign a City designated zoning district. A public hearing on the question of zoning is set for tonight, September 15, 2020 provided the annexation is approved. The proposed rezoning will be from a Planned Unit Development (PUD) District in the County’s Jurisdiction to a Planned Unit Development (PUD) District in the City’s Jurisdiction.

PETITION REQUESTING NON-CONTIGUOUS ANNEXATION OF PROPERTY TO THE CITY OF SANFORD, NC

Date: October 31, 2019

To the City Council of the City of Sanford:

- 1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Sanford, NC.
- 2. The area to be annexed is non-contiguous to the City of Sanford and the boundaries of such territory are as follows:

(See attached - Provide metes and bounds description of boundaries on separate page)*

- 3. A map is attached showing the area proposed for annexation in relation to the primary corporate limits of the City of Sanford. (and in relation to the primary corporate limits of the Town of Broadway.)**
- 4. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attached proof.)

Do you declare vested rights? Yes X No

	<u>Name</u>	<u>Address</u>	<u>Signature</u>
1.	Michael L. Mazzella	4712 Shadow Ridge Court Holly Springs, NC 27540-9163	

2.

Village of Cumnock, LLC


 Michael L. Mazzella, Manager

Witness: 

(Seal)

*The City of Sanford requires that the petitioner submit an annexation boundary survey of the property to be annexed along with a metes and bounds description.

**Include this wording when there is substantial question as to whether the area may be closer to another municipality than to The City of Sanford.

Property to be Annexed
of
Property of Village of Cumnock

A certain parcel of land that is located south of Southern Railroad right of way, east of Cumnock Road and Zimmerman Road, north of Cotten Road and west of Property of State of North Carolina and being located in West Sanford Township, Lee County, North Carolina and being more particular described as follows:

Beginning at NCGS Monument "Gulf" with NC Grid coordinates of North 657,577.06, East 1,914,868.25 NAD 1983 with a scale factor of 0.9998867; Thence, S 77° 34' 16" E a horizontal grid distance of 14,314.60 feet to the Point Of Beginning said Point Of Beginning has the following grid coordinates of North 654,496.16 and East 1,928,847.37. said point also being Point Of Beginning being the eastern right of way of Cumnock Road and the dividing line of St Paul AME Zion Church, deed book 57 page 305; Thence along the eastern right of way of Cumnock Road the following two courses and distances Thence, N 18° 22' 28" E for a distance of 768.81 feet to a point; Thence, N 06° 27' 11" E for a distance of 190.06 feet to a point; Thence, along the dividing line of West Sanford Rural Volunteer Fire Department, Inc deed book 403 page 82 the following two courses and distances S 82° 58' 04" E for a distance of 545.71 feet to a point; Thence, N 06° 04' 12" E for a distance of 206.66 feet to a point; Thence, along the dividing line of Timothy H. Craig and wife Wenonah W. Craig deed book 435 page 836 the following two courses and distances, N 06° 49' 23" E for a distance of 305.21 feet to a point; Thence, N 83° 34' 29" W for a distance of 546.35 feet to a point in the eastern right of way of Cumnock Road; Thence along the eastern right of way of Cumnock Road, N 06° 26' 17" E for a distance of 53.39 feet to a point; Thence along the dividing line of Steven P. Phillips and wife Patricia D. Phillips deed book 903 page 528 the following two courses and distances, S 83° 11' 19" E for a distance of 196.38 feet to a point; Thence, N 06° 47' 24" E for a distance of 200.02 feet to a point; Thence along the dividing line of Romona Ascough Lawson deed book 241 page 574 the following two courses and distances, N 07° 00' 55" E for a distance of 199.25 feet to a point; Thence, N 82° 58' 52" W for a distance of 200.00 feet to a point in the eastern right of way of Cumnock Road; Thence along the eastern right of way of Cumnock Road, N 06° 06' 56" E for a distance of 49.72 feet to a point; Thence along the dividing line of Benjamin W. Spivey deed book 1457 page 828 the following three courses and distances S 83° 34' 29" E for a distance of 355.00 feet to a point; Thence, N 06° 25' 31" E for a distance of 186.50 feet to a point; Thence, N 83° 34' 29" W for a distance of 355.00 feet to a point in the eastern right of way of Cumnock Road; Thence along the eastern right of way of Cumnock Road, N 06° 47' 35" E for a distance of 74.87 feet to a point; Thence along dividing line of Wanda B.

Johnson deed book 278 page 92, S 83° 20' 14" E for a distance of 197.48 feet to a point; Thence along the dividing line of live estate for Ed Bryant, Jr. and wife Juanita H. Bryant and grantee Thomas Kevin Bryant, deed book 762 page 572 the following two courses and distances, N 86° 44' 31" E for a distance of 246.50 feet to a point; Thence, N 00° 15' 29" W for a distance of 189.20 feet to a point in the eastern right of way of Zimmerman Road; Thence along the eastern right of way of Zimmerman Road the following two courses and distances, a curve turning to the left with a radius of 255.40 feet and a chord bearing of N 41° 00' 35" E for a distance of 275.46 feet to a point; Thence, N 08° 22' 33" E for a distance of 42.30 feet to a point in the dividing line of the southern right of way of Southern Railroad; Thence along the southern right of way of Southern Railroad, S 46° 56' 55" E for a distance of 2587.21 feet to a point in the dividing line of State of North Carolina deed book 781 page 206; Thence along the dividing line of State of North Carolina the following eight courses and distances, S 33° 58' 31" E for a distance of 527.50 feet to a point; Thence, S 41° 22' 48" W for a distance of 527.38 feet to a point; Thence, S 42° 31' 28" E for a distance of 355.21 feet to a point; Thence, S 08° 58' 30" E for a distance of 200.07 feet to a point; Thence, S 37° 36' 19" E for a distance of 346.49 feet to a point; Thence, S 10° 38' 29" E for a distance of 100.44 feet to a point; Thence, S 51° 53' 49" W for a distance of 442.53 feet to a point; Thence, N 67° 11' 24" W for a distance of 94.66 feet to a point; Thence, S 52° 18' 05" W for a distance of 518.84 feet to a point in the northern right of way of Cotten Road; Thence along the northern right of way of Cotten Road the following four courses and distances, N 45° 52' 25" W for a distance of 760.33 feet to a point; Thence along a curve turning to the left having a radius of 691.99 feet with a chord bearing and distance of N 51° 32' 25" W for a distance of 136.65 feet to a point; Thence, N 57° 12' 24" W for a distance of 578.62 feet to a point; Thence, N 59° 34' 23" W for a distance of 405.24 feet to a point in the dividing line of St Paul A.M.E. Zion Church deed book 57 page 305; Thence along the dividing line of St Paul A.M.E. Zion Church N 76° 53' 43" W a distance of 1065.46 feet to the Point of Beginning containing 153.17 acres and being shown at the Lee County register of deeds as Tract A1 on Plat Cabinet 9 page 82B and recorded deed book 1056 pages 260-262 located in West Sanford Township, Lee County, North Carolina as shown on map entitled "Property of New Hills Associates Limited Partnership and Marie T. Emery" by The John R. McAdams Company, September 18, 2001, revised 10-5-01 and 10-18-01.

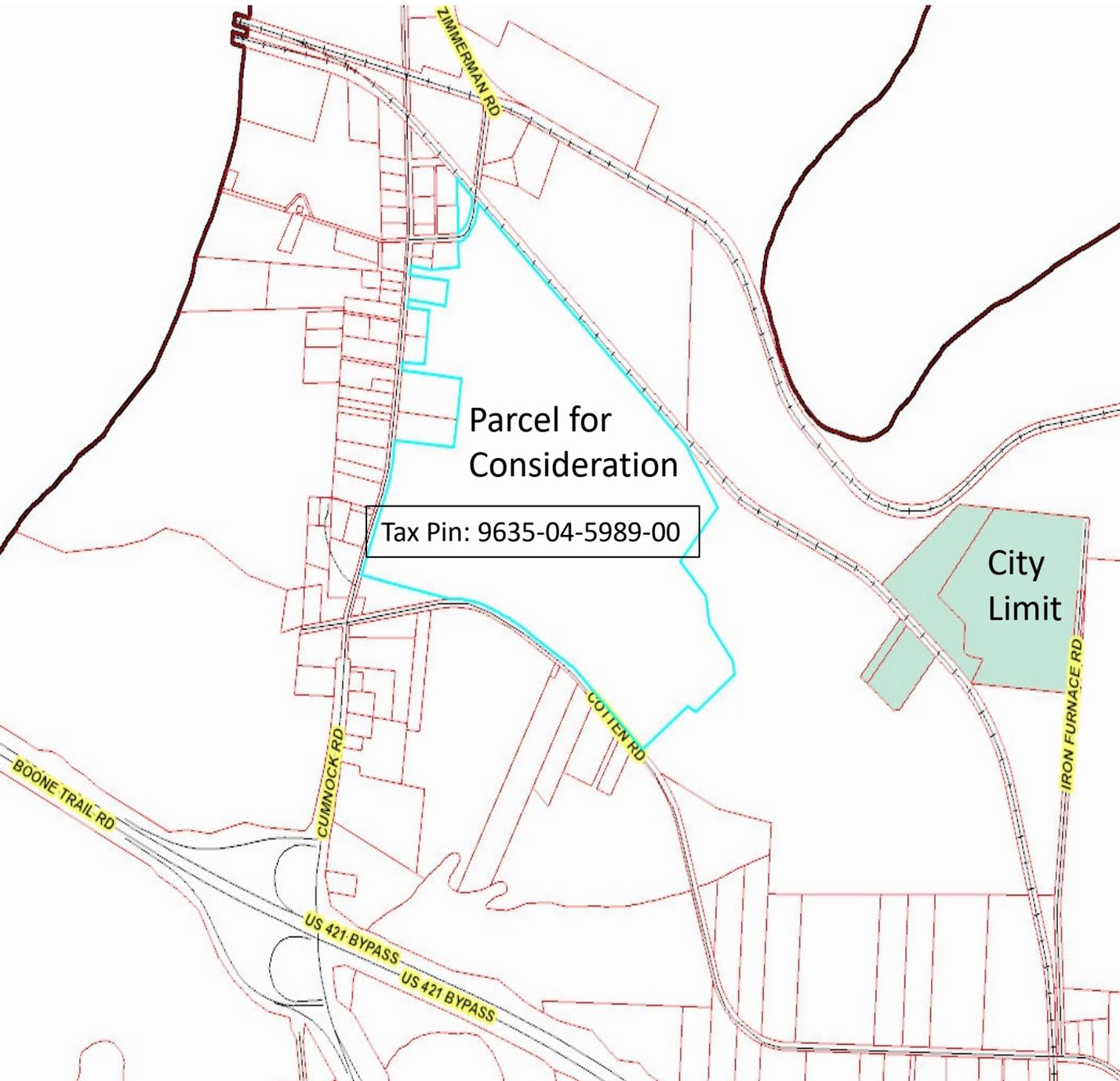


Legal description provided by:

Joyner Keeny PLLC, PO box 7533, 1051 N. Winstead Avenue, Rocky Mount, North Carolina, 27804 252-977-1314 (office)
www.joynerkeenyc.com NC Firm Number P-0551. October 23, 2019

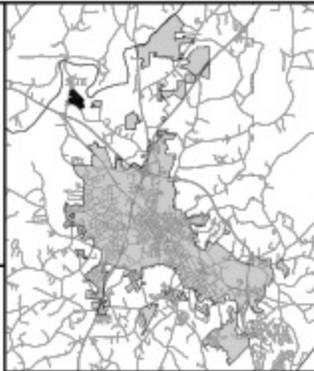
N.W. Joyner, Jr.
 10/24/19

Petition for Non Contiguous Annexation of Village of Cumnock Property



NOTES

- 1. Disclose Information**
Tax Map Parcel ID Number: 9035-04-598-08
Zoning: RA
Total Parcel Area = 153.17 Acres
- 2. Legal Reference:** Being that parcel of land as Tract A1 in plat Exhibit B, page 129 and described in deed book 15M pages 269-282 and being in West Sanford Township, Lee County, North Carolina
- 3. This map does not depict encroachments that are found during a thorough & complete Title Search.**
- 4. Area computed by coordinates method**
- 5. All distances are Chord distances, unless noted otherwise.**
- 6. All Right-of-Ways are Public, unless noted otherwise.**
- 7. The property shown herein EXCEPT NOT contain Special Flood Hazard Areas (SFHAs) subject to inundation by the 1% Annual Chance Flood (i.e. 100-Yr. Event) per FEMA Flood Map Panel Nos. 37109G1500K & 37109G2100K, effective date 02/02/07 (DAVD 1889).**
- 8. The intent of this map is to provide a status and boundary description for the annexation into City of Sanford. This does not constitute a survey of land. No boundary performed**



NORTH CAROLINA, LEE COUNTY

I, Mike W. Joyner, Jr., certify that this plat was drawn under my supervision from an existing recorded set of record (deed description recorded in Book _____ page _____ et al.) (488W) that the boundaries not surveyed are clearly indicated or drawn from information found in Book _____ page _____ 2008W; that the ratio of precision as calculated is 1: 10,000; that this plat was prepared in accordance with G. S. 87-30 or amended, unless my original signature, registration number and seal this _____ day of _____ A. D. _____

Seal or Stamp
Surveyor: _____

Registration Number: L - 2808



L. Mike W. Joyner, Jr., Professional Land Surveyor
No. L - 2808 Certified
THAT THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL(S) OF LAND;
PROFESSIONAL LAND SURVEYOR NO. L - 2808

ADJUDICATING OFFICER

State of North Carolina
County of Lee
I, _____, Adjudicating Officer of Lee County certify that the Map or Plat to which this Certificate is Affixed was all Necessary Requirements for Recording

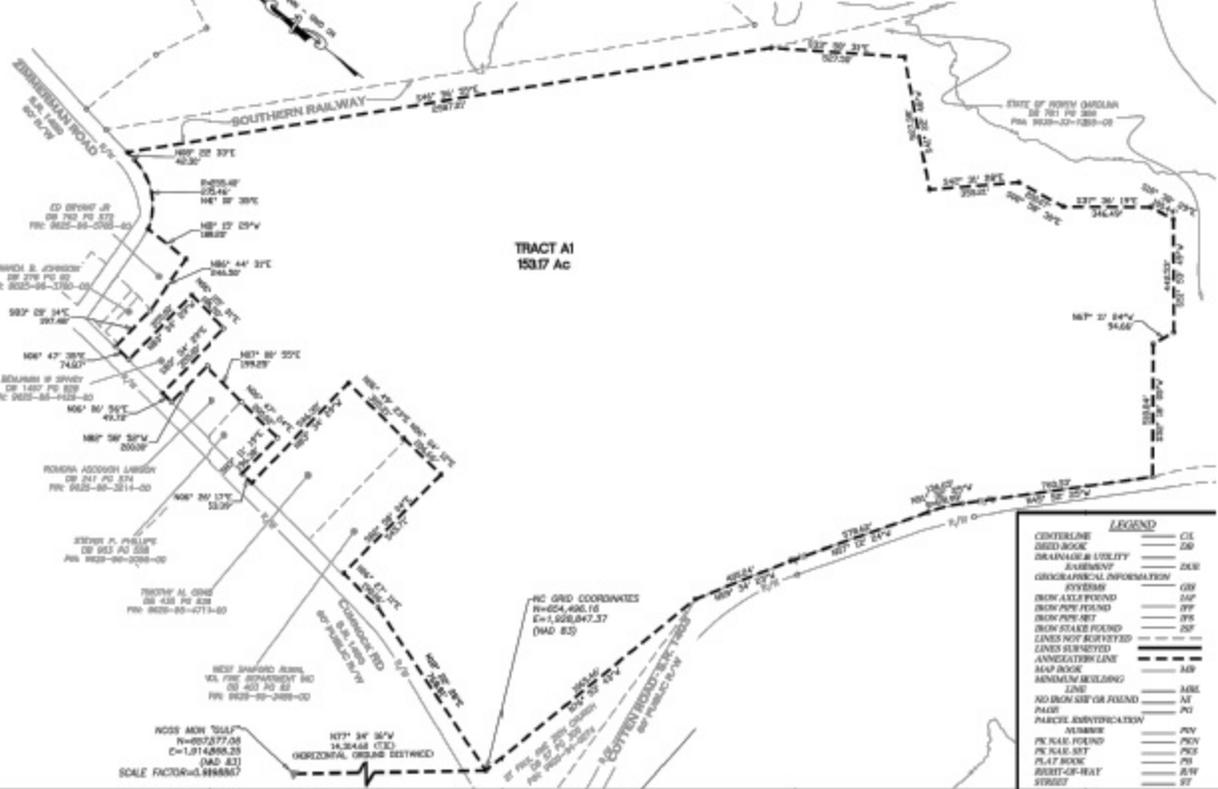
Adjudicating Officer _____ Date _____

REGISTERED PROFESSIONAL

North Carolina, Lee County
Presented for Signature to the Clerk
Recorded in the Office of _____

_____ Date _____
Forklift, Clerk, Register of Deeds

NO BOUNDARY SURVEY PERFORMED



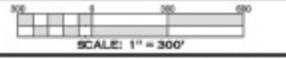
JOYNER KEENEY, PLLC
PLANNING & LAND SURVEYING

1051 North Winstead Avenue - P.O. Box 7033
Rocky Mount, North Carolina 27804
North Carolina Firm Number P-0051
Office: 252.977.3124 Fax: 252.985.6026
www.joynerkeeney.com

Annexation Map for:

The City of Sanford

OWNER: Village of Cummock, LLC
4712 Shadow Ridge Court
Holly Springs, NC 27540



SANFORD WEST SANFORD TOWNSHIP LEE COUNTY, NORTH CAROLINA

DRAWN BY: WDB CHECKED BY: NWJ DATE: 10/15/19
DWG: 190145A_Sanford Annexation.dwg VIEWPOINT: MAP
JOB NO: 190149A JK SHEET NO: 1 of 1
SET SHEET NO: L-3

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
CITY OF SANFORD, NORTH CAROLINA**

WHEREAS, The City Council of the City of Sanford, North Carolina has been petitioned under G.S. 160A-58.1 to annex 153.17± acres of property owned by Village of Cumnock, LLC more particularly described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held in the Dennis Wicker Civic Center at 6:00 PM on September 15, 2020, after due notice by publication in The Sanford Herald on September 4, 2020; and

WHEREAS, the City Council finds that the petition meets the requirements of 160A-58.1;

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

Section 1. By virtue of the authority granted by 160A-58.1, the following described territory is hereby annexed and made part of the City of Sanford, North Carolina, as of September 15, 2020:

CITY OF SANFORD LEGAL DESCRIPTION FOR

Non-Contiguous Annexation Boundary for Village of Cumnock, LLC Annexation West Sanford, Lee County, NC

A certain parcel of land that is located south of Southern Railroad right of way, east of Cumnock Road and Zimmerman Road, north of Cotten Road and west of Property of State of North Carolina and being located in West Sanford Township, Lee County, North Carolina and being more particular described as follows:

Beginning at NCGS Monument "Gulf" with NC Grid coordinates of North 657,577.06, East 1,914,868.25 NAD 1983 with a scale factor of 0.9998867; Thence, S 77° 34' 16" E a horizontal grid distance of 14,314.60 feet to the Point Of Beginning said Point Of Beginning has the following grid coordinates of North 654,496.16 and East 1,928,847.37 said point also being Point Of Beginning being the eastern right of way of Cumnock Road and the dividing line of St Paul AME Zion Church, deed book 57 page 305; Thence along the eastern right of way of Cumnock Road the following two courses and distances; Thence, N 18° 22' 28" E for a distance of 768.81 feet to a point; Thence, N 06° 27' 11" E for a distance of 190.06 feet to a point; Thence, along the dividing line of West Sanford Rural Volunteer Fire Department, Inc deed book 403 page 82 the following two courses and distances S 82° 58' 04" E for a distance of 545.71 feet to a point; Thence, N 06° 04' 12" E for a distance of 206.66 feet to a point; Thence, along the dividing line of Timothy H. Craig and wife Wenonah W. Craig deed book 435 page 836 the following two courses and distances, N 06° 49' 23" E for a distance of 305.21 feet to a point; Thence, N 83° 34' 29" W for a distance of 546.35 feet to a point in the eastern right of way of Cumnock Road; Thence along the eastern right of way of Cumnock Road, N 06° 26' 17" E for a distance of 53.39 feet to a point; Thence along the dividing line of Steven P. Phillips and wife Patricia D. Phillips deed book 903 page 528 the following two courses and distances, S 83° 11' 19" E for a distance of 196.38 feet to a point; Thence, N 06° 47' 24" E for a distance of 200.02 feet to a point; Thence along the dividing line of Romona Ascough Lawson deed book 241 page 574 the following two courses and distances, N 07° 00' 55" E for a distance of 199.25 feet to a point; Thence, N 82° 58' 52" W for a distance of 200.00 feet to a point in the eastern right of way of Cumnock Road; Thence along the eastern right of way of Cumnock Road, N 06° 06' 56" E for a distance of 49.72 feet to a point; Thence along the dividing line of Benjamin W. Spivey deed book 1457 page 828 the following three courses and distances S 83° 34' 29" E for a distance of 355.00 feet to a point; Thence, N 06° 25' 31" E for a distance of 186.50 feet to a point; Thence, N 83° 34' 29" W for a distance of 355.00 feet to a point in the eastern right of way of Cumnock Road; Thence along the eastern right of way of Cumnock Road, N 06° 47' 35" E for a distance of 74.87 feet to a point; Thence along dividing line of Wanda B. Johnson deed book 278 page 92, S 83° 20' 14" E for a distance of 197.48 feet to a point; Thence along the dividing line of live estate for Ed Bryant, Jr. and wife Juanita H. Bryant and grantee Thomas Kevin Bryant, deed book 762 page 572 the following two courses and distances, N 86° 44' 31" E for a distance of 246.50 feet to a point; Thence, N 00° 15' 29" W for a distance of 189.20 feet to a point in the eastern right of way of Zimmerman Road; Thence along the eastern right of way of Zimmerman Road the following two

courses and distances, a curve turning to the left with a radius of 255.40 feet and a chord bearing of N 41° 00' 35" E for a distance of 275.46 feet to a point; Thence, N 08° 22' 33" E for a distance of 42.30 feet to a point in the dividing line of the southern right of way of Southern Railroad; Thence along the southern right of way of Southern Railroad, S 46° 56' 55" E for a distance of 2587.21 feet to a point in the dividing line of State of North Carolina deed book 781 page 206; Thence along the dividing line of State of North Carolina the following eight courses and distances, S 33° 58' 31" E for a distance of 527.50 feet to a point; Thence, S 41° 22' 48" W for a distance of 527.38 feet to a point; Thence, S 42° 31' 28" E for a distance of 355.21 feet to a point; Thence, S 08° 58' 30" E for a distance of 200.07 feet to a point; Thence, S 37° 36' 19" E for a distance of 346.49 feet to a point; Thence, S 10° 38' 29" E for a distance of 100.44 feet to a point; Thence, S 51° 53' 49" W for a distance of 442.53 feet to a point; Thence, N 67° 11' 24" W for a distance of 94.66 feet to a point; Thence, S 52° 18' 05" W for a distance of 518.84 feet to a point in the northern right of way of Cotten Road; Thence along the northern right of way of Cotten Road the following four courses and distances, N 45° 52' 25" W for a distance of 760.33 feet to a point; Thence along a curve turning to the left having a radius of 691.99 feet with a chord bearing and distance of N 51° 32' 25" W for a distance of 136.65 feet to a point; Thence, N 57° 12' 24" W for a distance of 578.62 feet to a point; Thence, N 59° 34' 23" W for a distance of 405.24 feet to a point in the dividing line of St Paul A.M.E. Zion Church deed book 57 page 305; Thence along the dividing line of St Paul A.M.E. Zion Church N 76° 53' 43" W a distance of 1065.46 feet to the Point of Beginning containing 153.17 acres and being shown at the Lee County Register of Deeds as Tract A1 on Plat Cabinet 9 page 82B and recorded deed book 1056 pages 260-262 located in West Sanford Township, Lee County, North Carolina as shown on map entitled "Property of New Hills Associates Limited Partnership and Marie T. Emery" by The John R. McAdams Company, Inc dated September 18, 2001, revised 10-5-01 and 10-18-01.

Section 2. Upon and after September 15, 2020 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Sanford and shall be entitled to the same privileges and benefits as other parts of the City of Sanford. Said territory shall be subject to municipal taxes according to G.S. 160A-58.1.

Section 3. The Mayor of the City of Sanford shall cause to be recorded in the office of the Register of Deeds of Lee County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Lee County Board of Elections, as required by G.S. 163-288.1.

Adopted this 15th day of September 15, 2020.

T. Chet Mann, Mayor

ATTEST:

APPROVED AS TO FORM:

Bonnie Davis, City Clerk

Susan Patterson, City Attorney

LEE COUNTY
NORTH CAROLINA

I, Sharon T. Martin, A Notary Public for said County and State, do hereby certify that Bonnie Davis personally appeared before me this day and acknowledged that she is the City Clerk of the City of Sanford, North Carolina, a corporate body, and that by authority duly given and as the act of the City, foregoing instrument was signed in its name by its Mayor, T. Chet Mann, Sealed with its corporate seal, and attested by herself, as its City Clerk.

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

Sharon T. Martin, Notary Public

My Commission Expires: _____

**Annexation Report for the
City of Sanford and Pine Reserve LLC
September 15, 2020**

Authority. NC G.S. 160A-31 provides that a city may annex by ordinance any area contiguous to existing city boundaries upon presentation to the governing body of a petition signed by the owners of the real property located within such area.

Procedure. On March 16, 2020, the City of Sanford received an annexation petition from Pine Reserve, LLC of Sanford, NC and an annexation boundary survey map for two parcels consisting of 1.99± acres more or less of land, located off of Center Church Road, and further identified as Lee County Tax Parcels 9631-44-1034-00 and 9631-34-9072. The property is being requested for annexation for the purposes of tying into the City's public sewer. If the annexation were to be approved, the proposed use of the lots combined with property to the north, already within the city limits, is for multi-family apartments.

The following owners of real property have signed the petition:

Name	Address
Pine Reserve LLC of Sanford, NC	PO Box 3248 Pinehurst, NC 28374

On September 1, 2020, the Council adopted a resolution setting the date for a public hearing on the question of annexation of the property for September 15, 2020, at 6 p.m. at the Dennis Wicker Civic Center.

Public Notice. Notice of the public hearing was given by publication in the *Sanford Herald* on Friday, September 4, 2020. At the conclusion of the public hearing, the City Council can consider adoption of an ordinance annexing the property into the City.

Contiguosness. The proposed annexation would be contiguous by nature to its proximity to the back entrance to the Tramway Crossing/Food Lion Parking Lot and a vacant lot to the north owned by the petitioner.

Consistency with "PlanSanLee" Future Land Use Plan. The proposed area for annexation is identified in the Future Land Use Plan as Mixed-Use Activity Center which is typically appropriate for large scale mix of uses integrated into the surrounding development pattern with strong mobility linkages and within close proximity to highway interchanges and major arterials. 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. Based

upon these factors, the proposed use of the lot as detached multi-family residences seems to be in conformance with the Future Land Use Plan.

Rural Fire Protection District. The annexation area lies in the Tramway Rural Fire Protection District. N.C.G.S. 160A-31.1 requires a city to pay annually a proportionate share of any payments due on any debt (including principal and interest) relating to facilities or equipment of the rural fire department, if the debt was existing at the time of submission of the petition for annexation to the city. The annual payments from the city to the rural fire department shall be calculated by multiplying the percentage of the assessed valuation of the annexed area to the assessed valuation of the entire rural fire district times the debt of the fire department. Each valuation is fixed on the date the annexation ordinance becomes effective. A payment is not required when during any calendar year the total of payments for all annexations under this part is \$100 or less. A request for financial information was sent to the Tramway Rural Fire Department on July 7, 2020 and August 19, 2020.

Provision of City Services. City services will be extended to the new area, if it is annexed, in the same manner and on substantially the same basis that they are provided to the rest of the City. Below is a list of the major City services that will be provided.

Water and Sewer. The site has access to public water and will need to be served by public sewer if developed as envisioned. Any/all utility extensions will need to be reviewed and approved by the City of Sanford Public Works Department to verify compliance with all applicable regulations.

Streets. The proposed annexation site has access to Center Church Road. Any/all street connections will need to be reviewed and approved by NCDOT and/or the City of Sanford Public Works Department to verify compliance with all applicable regulations.

Solid Waste. The City shall provide garbage, recyclables, leaf and limb, and bulk trash collection.

Police Protection. Service to the proposed annexation area can be accommodated by current City of Sanford Police Department staffing and resources.

Fire Protection. The City's Fire Department will provide service to the annexation area out of Station #3 at 900 Cool Springs Rd., approximately 3.7 miles from the property, with an estimated response time of 7 minutes.

Estimated Costs incurred by the City.

The Lee County Tax Office shows the total assessed valuation for the Tramway Rural Fire Protection District area to be \$498,641,200.00 as of 2020. The assessed value of the proposed annexation area is \$606,800.00. The Tramway Fire Department has an annual debt payment of \$122,704.00.

Annual Debt payment	X	<u>Value of property to be annexed</u>	= payment
		Value of rural fire department	
\$122,704	X	<u>\$606,800</u>	= \$149.32
		\$498,641,200	

Revenue. The assessed valuation of the annexation area as noted above is \$606,800.00. At the City's current tax rate of \$.60/100, annual revenues of \$3640.80 could be anticipated ($\$606,800.00/100 = \$6068.00 \times .60 = \$3640.80$). This does not include additional tax revenue that would be generated if developed multi-family as envisioned.

Rezoning of Annexed Area. Pursuant to NCGS 160A-360(f), if the subject property is annexed, the City has up to 60 days to assign a City designated zoning district. A public hearing on the question of zoning is set for tonight, September 15, 2020 provided the annexation is approved. The proposed rezoning will be from the General Commercial District (C2) in the County's Jurisdiction to Multi-family-12 Conditional Zoning District (MF-12-C) in the City's Jurisdiction.

PETITION REQUESTING CONTIGUOUS ANNEXATION OF PROPERTY TO THE CITY OF SANFORD, NC

Date: 5/16/20

To the City Council of the City of Sanford:

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Sanford, NC.
2. The area to be annexed is contiguous to the City of Sanford and the boundaries of such territory are as follows:

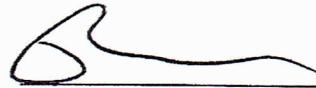
(See attached - Provide metes and bounds description of boundaries on separate page)*
3. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A- 385.1 of G. S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

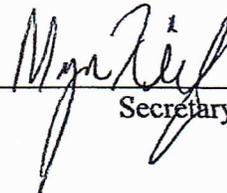
Name: Braden Riley

Address: PO Box 3248, Pinehurst, NC 28374

Signature:

Pine Reserve, LLC
Limited Liability Company


Managing Member

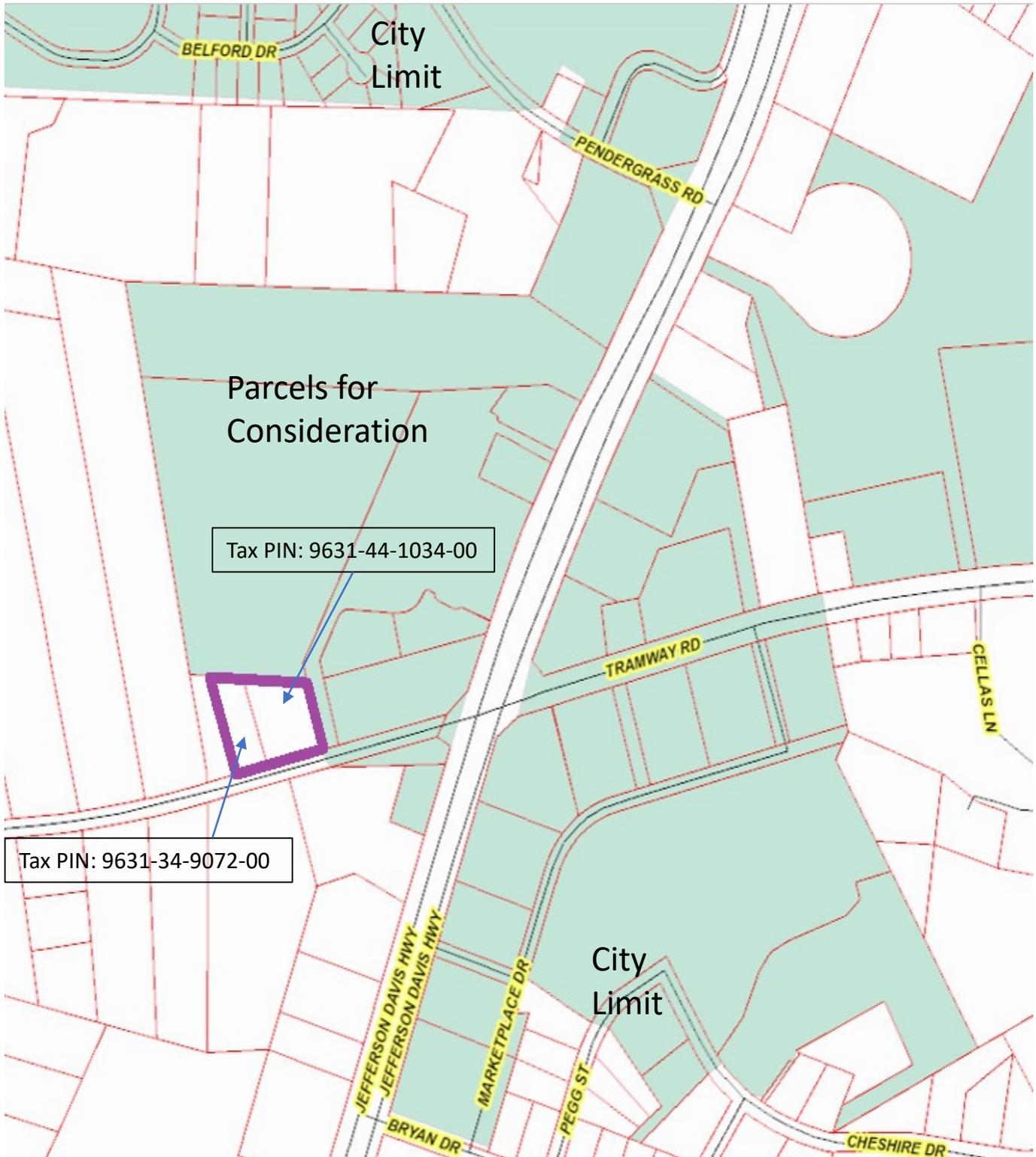
ATTEST: 
Secretary

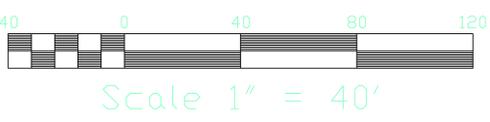
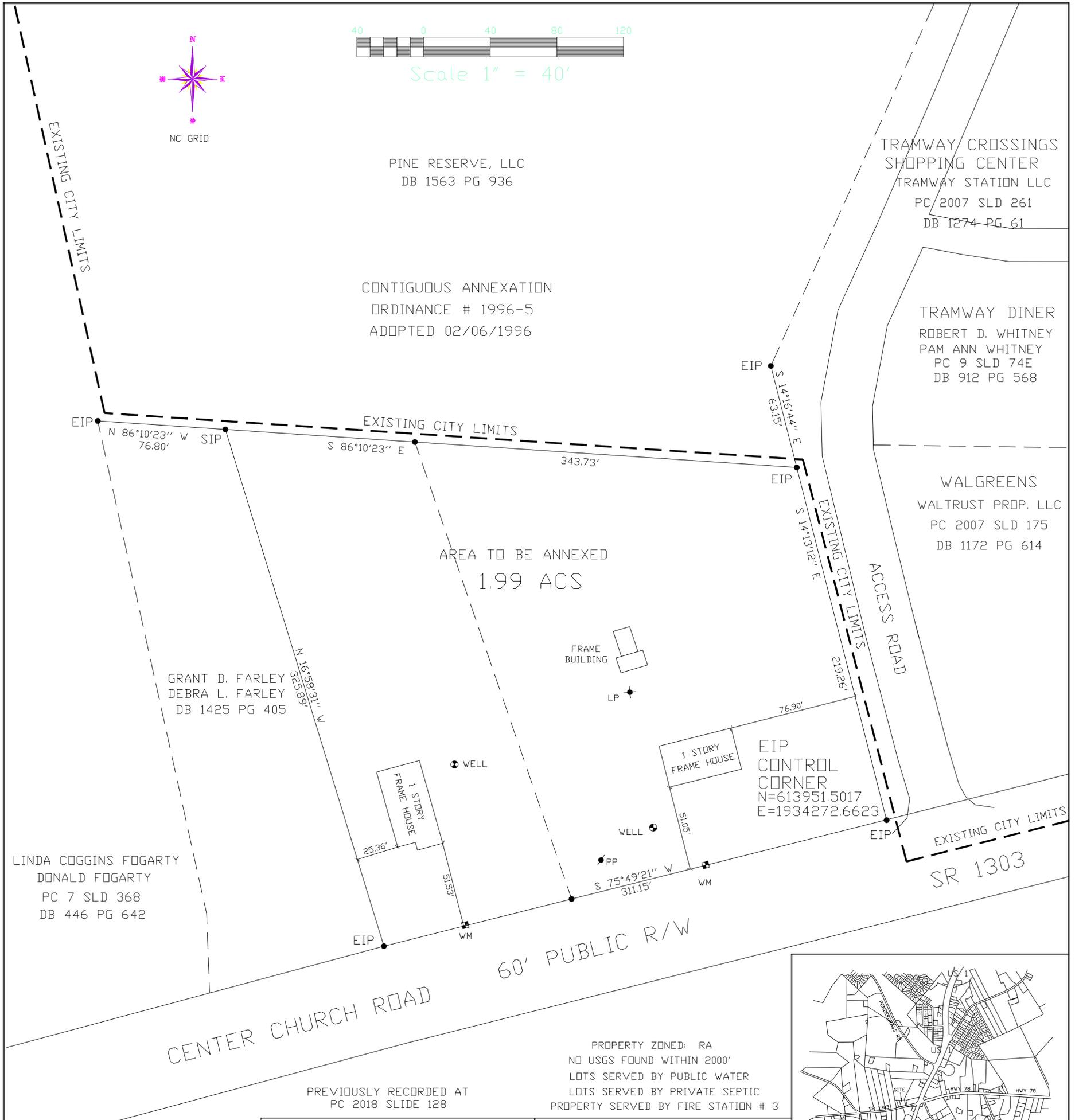
* The City of Sanford requires that the petitioner submit an annexation boundary survey of the property to be annexed along with a metes and bounds description.

LEGAL DESCRIPTION FOR PINE RESERVE, LLC ANNEXATION

BEGINNING at an existing iron pipe located in the northern right of way of State Road # 1303 also known as Center Church Road and having NC Grid Coordinates of N 613951.5017 ; E 1934272.6623 thence along the right of way of State Road # 1303 S 75d 49' 21"W 311.15' to an existing iron pipe thence leaving said right of way N16d 58' 31" W 325.89' to set iron pipe in the existing city limits of Sanford annexation adopted 02/06/1996 Ordinance # 1996-5 thence along said existing city limits S 86d 10' 23" E 343.73' to an existing iron pipe thence, S 14d 13' 12" E 219.26' to the point of Beginning containing 1.99 Acres.

Petition for Contiguous Annexation Of Pine Reserve Property





PINE RESERVE, LLC
DB 1563 PG 936

TRAMWAY CROSSINGS
SHOPPING CENTER
TRAMWAY STATION LLC
PC 2007 SLD 261
DB 1274 PG 61

TRAMWAY DINER
ROBERT D. WHITNEY
PAM ANN WHITNEY
PC 9 SLD 74E
DB 912 PG 568

WALGREENS
WALTRUST PROP. LLC
PC 2007 SLD 175
DB 1172 PG 614

CONTIGUOUS ANNEXATION
ORDINANCE # 1996-5
ADOPTED 02/06/1996

AREA TO BE ANNEXED
1.99 ACS

GRANT D. FARLEY
DEBRA L. FARLEY
DB 1425 PG 405

LINDA COGGINS FOGARTY
DONALD FOGARTY
PC 7 SLD 368
DB 446 PG 642

EIP CONTROL
CORNER
N=613951.5017
E=1934272.6623

60' PUBLIC R/W

CENTER CHURCH ROAD

SR 1303

PROPERTY ZONED: RA
NO USGS FOUND WITHIN 2000'
LOTS SERVED BY PUBLIC WATER
LOTS SERVED BY PRIVATE SEPTIC
PROPERTY SERVED BY FIRE STATION # 3

PREVIOUSLY RECORDED AT
PC 2018 SLIDE 128



DEED REFERENCE FOR SURVEY:
CURRENT OWNER
PINE RESERVE, LLC
DB 1563 PG 936

STATE OF NORTH CAROLINA
COUNTY OF LEE
I, _____, REVIEW OFFICER OF LEE
COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH
THIS CERTIFICATION IS AFFIXED MEETS ALL
STATUTORY REQUIREMENTS FOR RECORDING.
REVIEW OFFICER _____ DATE _____

NORTH CAROLINA, LEE COUNTY
PRESENTED FOR REGISTRATION ON THE
____ DAY OF _____, AT _____
RECORDED IN PLAT CABINET _____, SLIDE _____
PAMELA G. BRITT - REGISTER OF DEEDS

- I, LARRY K. ALLEN, REGISTERED LAND SURVEYOR NO. L-2454, CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED WITH A "X":
- A: THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
 - B: THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.
 - C: THAT THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND.
 - D: THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.
 - E: THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

ANNEXATION MAP for the CITY OF SANFORD		PROPERTY ADDRESS	
PINE RESERVE, LLC 20 Birkdale Drive Pinehurst, NC 28374		124 CENTER CHURCH ROAD TRACT 1 156 CENTER CHURCH ROAD TRACT 2	
TOWNSHIP:	POCKET	DATE:	JULY 17, 2020
COUNTY:	LEE	SCALE:	1" = 40'
STATE:	NORTH CAROLINA	PARCEL #	9631-44-1034-00 9631-34-9072-00

I, LARRY K. ALLEN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 15TH; DAY OF MARCH, 2020.

REGISTERED LAND SURVEYOR
REGISTRATION NO. L-2454

LEGEND	
S.I.P. Set Iron Pipe	C.P. Calculated Point
F.I.P. Found Iron Pipe	P.P. Power Pole
F.C.M. Found Concrete Monument	C.L. Centerline
F.P.K. Found P.K. Nail	M.H. Manhole
F.R.R. Found Railroad Spike	
R/W Right of Way	
O.H.P. Overhead Power	

SURVEYORS CONTACT INFORMATION		DATE:	REVISIONS:
LARRY K. ALLEN LAND SURVEYING, PLLC CERTIFICATE # P-1004			
LARRY K. ALLEN 4469 PONDEROSA ROAD SANFORD, NC 27330		919- 731-6391	

I FURTHER CERTIFY THAT THIS PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY FIRM FLOOD INSURANCE RATE MAPS

Project # _____ Drawing # _____

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
CITY OF SANFORD, NORTH CAROLINA**

WHEREAS, The City Council of the City of Sanford, North Carolina has been petitioned under G.S. 160A-31 to annex 1.99± acres of property owned by Pine Reserve, LLC more particularly described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Dennis Wicker Civic Center at 6:00 PM on September 15, 2020, after due notice by publication in The Sanford Herald on September 4, 2020; and

WHEREAS, the City Council finds that the petition meets the requirements of 160A-31;

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

Section 1. By virtue of the authority granted by 160A-31, the following described territory is hereby annexed and made part of the City of Sanford, North Carolina, as of September 15, 2020:

**CITY OF SANFORD LEGAL DESCRIPTION FOR
Contiguous Annexation Boundary for Pine Reserve, LLC
Pocket Township, Lee County, NC**

BEGINNING at an existing iron pipe located in the northern right of way of State Road # 1303 also known as Center Church Road and having NC Grid Coordinates of N 613951.5017; E 1934272.6623 thence along the right of way of State Road # 1303 S 75d 49' 21" W 311.15' to an existing iron pipe thence leaving said right of way N16d 58' 31" W 325.89' to set iron pipe in the existing city limits of Sanford annexation adopted 02/06/1996 Ordinance # 1996-5 thence along said existing city limits S 86d 10' 23" E 343.73' to an existing iron pipe thence, S 14d 13' 12" E 219.26' to the point of Beginning containing 1.99 Acres.

Section 2. Upon and after September 15, 2020, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Sanford and shall be entitled to the same privileges and benefits as other parts of the City of Sanford. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Sanford shall cause to be recorded in the office of the Register of Deeds of Lee County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Lee County Board of Elections, as required by G.S. 163-288.1.

Adopted this 15th day of September, 2020.

T. Chet Mann, Mayor

ATTEST:

APPROVED AS TO FORM:

Bonnie Davis, City Clerk

Susan Patterson, City Attorney

LEE COUNTY
NORTH CAROLINA

I, Sharon T. Martin, A Notary Public for said County and State, do hereby certify that Bonnie Davis personally appeared before me this day and acknowledged that she is the City Clerk of the City of Sanford, North Carolina, a corporate body, and that by authority duly given and as the act of the City, foregoing instrument was signed in its name by its Mayor, T. Chet Mann, Sealed with its corporate seal, and attested by herself, as its City Clerk.

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

Sharon T. Martin, Notary Public

My Commission Expires: _____

\$500 FEE



Zoning Map Amendment (Rezoning) Application

Circle Jurisdiction That Applies:

City of Sanford

Lee County

Town of Broadway

1. Applicant Name: Michael Mazzella
2. Applicant Address: 4712 Shadow Ridge Court, Holly Springs, NC 27540
3. Applicant Telephone: 919-622-3843
4. Name and Address of Property Owner(s) if different than applicant:
Property Owner: Village of Cumnock, LLC; Manager of Village of Cumnock: Michael Mazzella
Address same as above
5. Location of Subject Property: 0 Cotten Road
Lee Co. P.I.N. 9635-04-5989-00
6. Total Area included in Rezoning Request: 153.169 Acres
7. Zoning Classification: Current: PUD Requested: PUD
8. Existing Land Use(s): UW: Use - Forest
9. Reason(s) for Requesting a Zoning Map Amendment (Rezoning): Property is being annexed into City; Applicant is requesting same zoning classification as had been approved by County.

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

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

Michael Mazzella, Manager - Village of Cumnock, LLC

Signature of Property Owner(s) (Sign & Print)

10/28/19
Date

Required Attachments/Submittals

- A. A completed rezoning application (incomplete applications/submittals will not be accepted or processed).
- B. A copy of a current Lee County Tax Map illustrating the location of the area to be rezoned. If the exterior boundary of the area to be rezoned does not follow along existing property boundaries, then the applicant shall be required to submit a metes and bounds (legal) description describing the area requested for rezoning.
- C. A copy of the latest deed for the subject property as recorded at the Lee County Register of Deeds Office.
- D. A \$500.00 Application fee, payable to the City of Sanford is required before processing the application.
- E. *If the requested rezoning is for a Conditional Zoning District, a Supplemental Application for Conditional Zoning District must also be included, along with an additional \$250.00 fee (\$750 total fee for Conditional Zoning).
- F. Typically, the submission deadline is the first day of each month at 12:00pm/noon for the rezoning to be heard the following month. Specific dates provided upon request.

STAFF USE ONLY

Date Received: 2019-11-01 Fee Paid: \$750 Application No.: 2019-1203

Staff Signature: AJ JOHNSON Energov Case No. CLMA-00253-2019

\$750 FEE

*(\$750 Total Conditional Rezoning Fee,
No Standard Rezoning Fee Included with this Request.)*

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

Circle Jurisdiction That Applies:

City of Sanford Lee County Town of Broadway

1. Type of Conditional Zoning District (Type 1 or Type 2) Type 2

2. Describe in detail the use(s) requested as part of the Conditional Zoning District (use separate sheet if necessary): It is proposed for the full 153.169-acre parcel, currently zoned PUD by the County, to be zoned the same by the City. After annexation and zoning of same, it is anticipated that the full parcel will be developed consistent with the PUD zoning requirements and conditions, i.e. >15 acres designated as MF-12; >21 acres designated as NC; and <117 acres designated as R-6.

3. Describe in detail any additional conditions of development proposed as part of the Conditional Zoning District. Such conditions should include (as applicable):

- The location on the property of the proposed use(s);
- The number of dwelling units;
- The location and extent of supporting facilities such as parking lots, driveways, and access streets;
- The location and extent of all landscaping areas, buffer areas and other special purpose areas
- The timing of development;
- The location and extent of rights-of-way and other areas to be dedicated for public purposes;
- Details on architectural features and scale of proposed structures; and
- The location and extent of any pedestrian elements (sidewalks, trails, etc.).

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

Please refer to the list of PUD conditions set forth in the Zoning Narrative attached hereto.

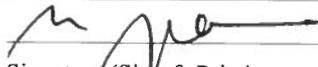
Please refer to the Example of Acreage Allocation, Sheet L-2, under Tab 6 of the application binder.

Detailed Development Plans will be submitted and must be approved by the City prior to development, per conditions and City ordinance.

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

I hereby acknowledge that by submitting this Conditional Zoning application, I am voluntarily requesting that restrictions on the use of land and/or zoning conditions of development be placed upon the subject property as included in this petition. An application fee in the amount of \$750.00 (see Fee Schedule), payable to The City of Sanford is required before processing the application. The application submission deadline is the second Friday of the month. The petition will be heard the following month at the scheduled public hearing.

Michael Mazzella, Manager - Village of Cumnock, LLC


Signature (Sign & Print)

10/28/19
Date

ZONING NARRATIVE

Parcel No. 9635-04-5989-00

Attachment to Supplemental Application for Conditional Zoning District

I.

CURRENT ZONING BY LEE COUNTY ON OCTOBER 7, 2013

The Lee County Board of Commissioners' unanimously approved Application No. 2013-0804 with conditions proposed by the Village of Cumnock, LLC to rezone Lee Co. Tax Parcel 9635-04-5989-00 to *Planned Unit Development District (PUD)*. A copy of that approval is attached behind Tab 8 of the Application Binder. The applicants ask the City of Sanford to preserve the same zoning classification that Lee County approved six years ago for many of the same reasons that were applicable to that rezoning by the County.

II.

ZONING REQUEST AND JUSTIFICATION

A. Site and Area Description

The subject property is located north of Cotten Road and east of Cumnock Road. The property is 153.17-acres in size and is currently vacant. The parcel has over 1,000 feet of road frontage on Cumnock Road and over 2,000 feet of road frontage on Cotten Road (both NCDOT maintained streets) and is bound by railroad tracks to the north.

B. Rezoning Request and Justification

The applicant acquired multiple tracts of land in the Cumnock area and had them rezoned by Lee County in 2013 so that they could eventually be developed over time as a master-planned community. The zoning classifications of the tracts will allow a mix of residential homes, commercial components to complement the residential uses, industrial uses, and open space for park uses. The current County zoning of the area is shown on Sheet L-1 of the Zoning Map behind Tab 6 in the application binder.

The applicants are now requesting to maintain the current Plan Unit Development (PUD) District classification following annexation by the City of Sanford of this subject parcel. A PUD is considered a Conditional Zoning District and is processed in accordance with the Conditional Zoning District regulations outlined in Section 3.4 of the Unified Development Ordinance. As required by the ordinance, an example of acreage allocation (the same as had been presented with the rezoning application to the County in 2013) and this detailed narrative text are hereby submitted with this application.

A Planned Unit Development district (PUD) is designed to provide for the orderly development of land with a mix of land uses and intensity. PUD zoning is intended to permit flexibility in the design, construction, and processing of residential and non-residential developments that could not

be achieved under conventional zoning approaches. The UDO recognizes that there may be circumstances in which it is in the community's best interest to allow unique and/or creative designs and techniques on a particular parcel of land. Thus, the flexible PUD zoning classification can promote the most appropriate uses of a parcel; allow diversification of use; facilitate the adequate and economical provision of streets, parks, open space, storm drainage, and sewer and water utilities; preserve and utilize open space; offer recreational opportunities close to residential uses; and enhance neighborhood appearance. The current County zoning and proposed City zoning accomplishes all of these policy objectives.

The specific uses permitted in the PUD district will be set forth in a future approved site plan. The site plan will designate land use categories consistent with the zoning district classifications of the UDO. Within each land use category, proposed uses shall be subject only to the permitted uses in Tables 4.6-1 for each land use category and the maximum density for each land use category in Table 4.7-1. A Planned Unit Development may contain any type of residential uses except manufactured homes. The land uses within a PUD shall not be subject to any of the dimensional or density provisions of the Ordinance, except that a perimeter setback of 25 feet shall be maintained. Uses within the PUD shall comply with Article 7 Buffering and Landscaping standards of the UDO except as otherwise provided. Streets within the PUD shall be public streets and shall conform to the requirements of Article 10 of the Unified Development Ordinance. If rezoned, a detailed site plan shall be reviewed and approved by the TRC and the City Council, as required by the proposed conditions.

C. Zoning Conformity with Plan SanLee

The 2020 Land Use Plan and Map designates most of this property as a "Village Neighborhood." This zone is applied to areas that the City of Sanford, Lee County, and the Town of Broadway have identified as having potential for development as residential neighborhoods including supporting neighborhood commercial. Plan SanLee was adopted after the 2013 rezoning, and presumably considered and incorporated the current PUD zoning classification in the Plan at the time of its adoption. Therefore, the plan's land-use designation corresponds with the current PUD zoning districts, and, accordingly, maintaining the current zoning classification would be consistent with the Plan.

A corner of the property is designated as part of a "Village Center." This zone is applied to areas that should be developed to serve as commercial and civic centers of Village Neighborhoods, with either commercial uses and/or more dwelling units per acre than the Village Neighborhood. The plan suggests that this land-use designation corresponds with future commercial uses or multifamily residential use as allowed by the current PUD zoning classification.

The plan does not discuss PUDs per se, but this flexible zoning designation fits well with Plan SanLee's vision for the property. The PUD Zoning Conditions for the property require residential use for most of the property, with a small portion used for commercial use. This is entirely consistent with the Village Neighborhood and Village Center designations given to this property by the Plan SanLee.

III.

PUD ZONING CONDITIONS PROPOSED BY THE APPLICANT

In addition to the general development standards required in the Unified Development Ordinance, the applicant proposes the same Conditions to the Zoning Request that had been previously approved by the County Commissioners in 2013:

PUD Zoning Conditions

1. The Property zoned as PUD will include no more than 117 acres developed consistent with R-6 zoning requirements, no less than 15 acres developed consistent with MF-12 zoning requirements, and no less than 21 acres developed consistent with NC zoning requirements
2. No less than 15 acres of the PUD will be open/green space and buffers.
3. The Applicant will dedicate a forty-foot greenway trail easement within a buffer along the Southern Railroad tracks on the north side of the Property.
4. A detailed site plan will be provided to the City, for approval, prior to development of the property or any portion thereof.

IV.

OTHER CONSIDERATIONS

A. Transportation

As of the zoning of the subject parcel in 2013, the NCDOT 2010 Annual Daily Traffic Study reports 13,000 vehicles trips per day on US Highway 421N just west of Cumnock Road. The NCDOT 2012 Annual Daily Traffic Study reports 830 vehicles trips per day on Cotten Road. There are no traffic study reports for Cumnock Road. The construction of the northern end of the US 421 Bypass has now been completed. The Bypass intersects into Highway 421 with a partial cloverleaf interchange at Cumnock Road. The existing transportation network is sufficient to support the current and proposed future zoning classification. Access points, internal traffic circulation, and connectivity will be described and analyzed at the time of the Development Site Plan submittal.

B. Utilities

A 12-inch public water main is located in the right-of-way of Cumnock Road. A small water line appears to be in the right-of-way of Cotten Road and may be required to be upgraded. A public sewer line runs along the southern end of the property near Big Buffalo Creek. The applicants will coordinate with the City Public Works Department regarding connection to these public utilities. Based upon conversations with Public Works Director Mr. Vic Czar, the existing utility infrastructure is sufficient to support the current and proposed future zoning classification.

C. Environmental

The subject property is not located within a water supply watershed and, according to FEMA's Flood Insurance Rate Map #3710962500K, is not located within a floodplain.

VILLAGE OF CUMNOCK

ANNEXATION ZONING

SANFORD
NORTH CAROLINA

PIN:

9635-04-5989

CURRENT ZONING: PUD

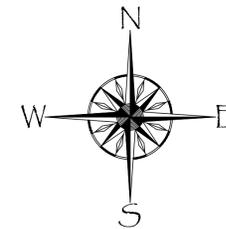
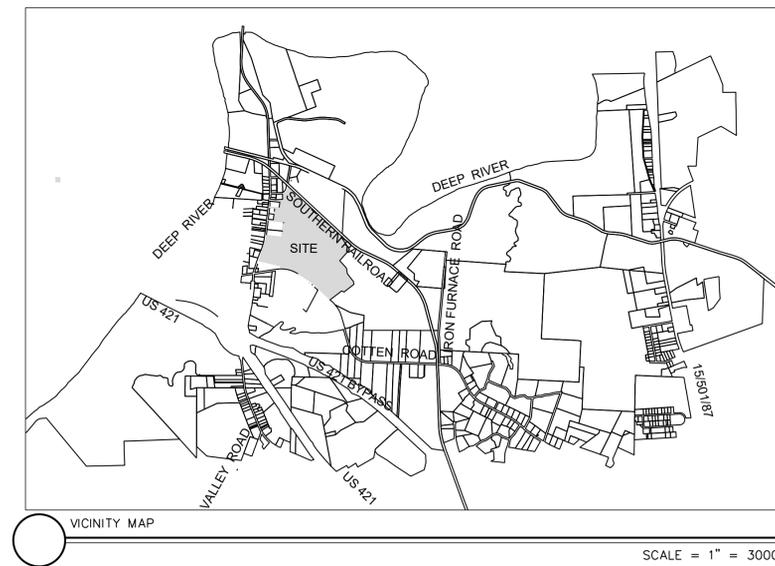
PROPOSED ZONE: PUD

INDEX

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EXISTING CONDITIONS _____	L-1
EXAMPLE OF ACREAGE ALLOCATION _____	L-2
ANNEXATION PLAT _____	L-3
CITY LIMITS MAP _____	L-4

SUBMITTALS

FIRST SUBMITTAL _____ 11/01/2019

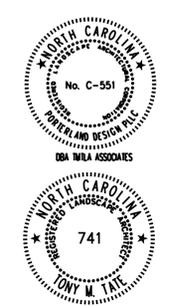


developer:
Village of Cumnock, LLC
c/o 5011 Southpark Drive Ste 200
Durham, North Carolina 27713
(919) 484-8880

landscape architect:
TMILA Associates
5011 Southpark Drive Ste 200
Durham, North Carolina 27713
(919) 484-8880

counsel:
Gray Styers
Fox Rothschild, LLP
434 Fayetteville Street, Suite 2800
Raleigh, NC 27601

surveyor:
Joyner-Keeney, PLLC
1051 North Winstead Avenue
Rocky Mount, North Carolina 27804
(252) 977 3124

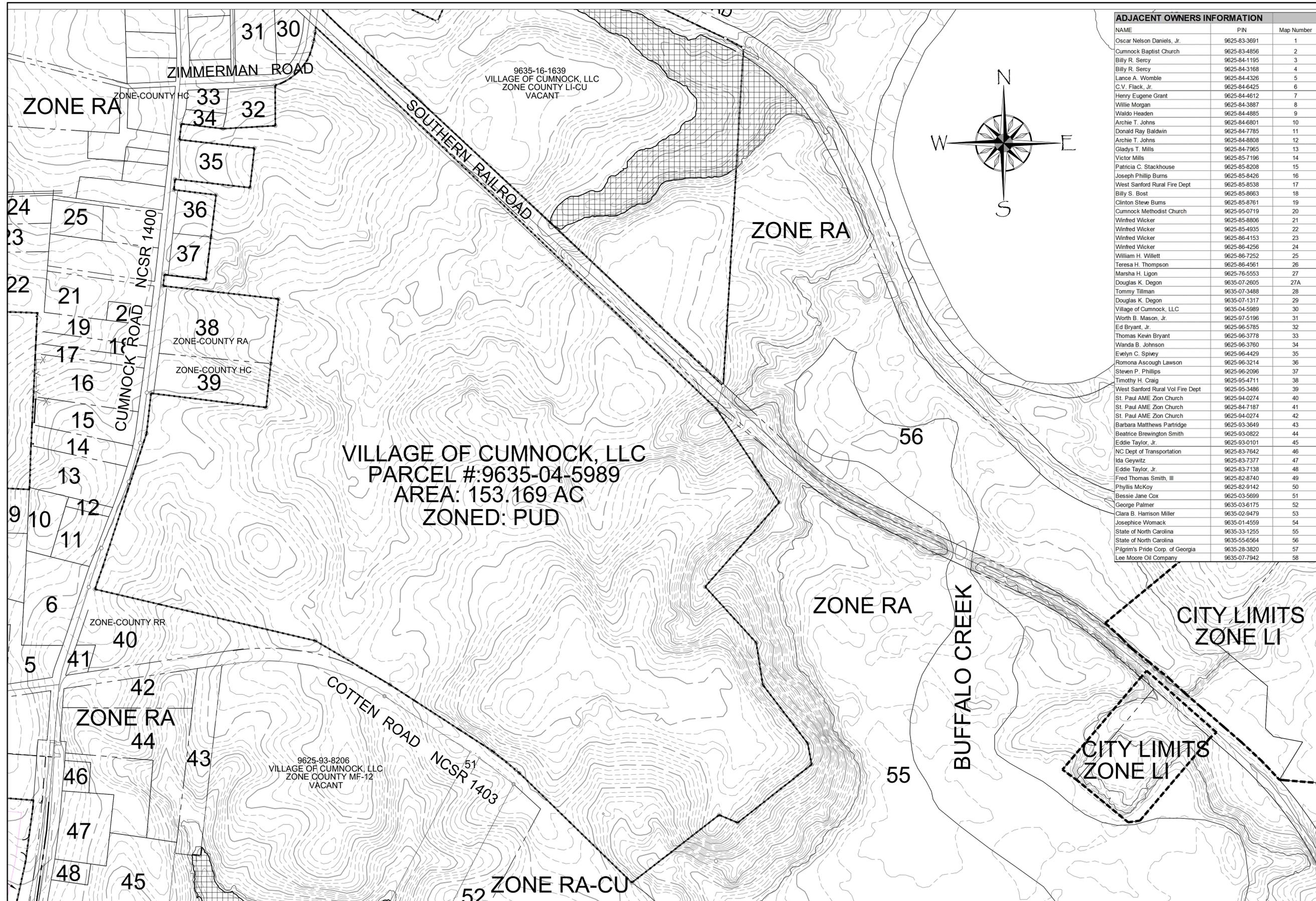


REVISIONS:

Cover
Village of Cumnock
Lee County, NC

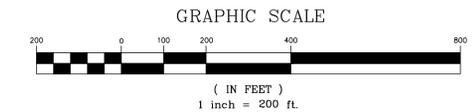
SCALE:
1"=200'
DRAWN BY:
CDR
PROJECT #

DATE:
9/30/19
SHEET



ADJACENT OWNERS INFORMATION		
NAME	PIN	Map Number
Oscar Nelson Daniels, Jr.	9625-83-3691	1
Cumnock Baptist Church	9625-83-4856	2
Billy R. Sercy	9625-84-1195	3
Billy R. Sercy	9625-84-3168	4
Lance A. Womble	9625-84-4326	5
C.V. Flack, Jr.	9625-84-6425	6
Henry Eugene Grant	9625-84-4612	7
Willie Morgan	9625-84-3887	8
Waldo Headen	9625-84-4885	9
Archie T. Johns	9625-84-6801	10
Donald Ray Baldwin	9625-84-7785	11
Archie T. Johns	9625-84-8808	12
Gladys T. Mills	9625-84-7965	13
Victor Mills	9625-85-7196	14
Patricia C. Stackhouse	9625-85-8208	15
Joseph Phillip Burns	9625-85-8426	16
West Sanford Rural Fire Dept	9625-85-8538	17
Billy S. Bost	9625-85-8663	18
Clinton Steve Burns	9625-85-8761	19
Cumnock Methodist Church	9625-95-0719	20
Winfred Wicker	9625-85-8806	21
Winfred Wicker	9625-85-4935	22
Winfred Wicker	9625-86-4153	23
Winfred Wicker	9625-86-4256	24
William H. Willett	9625-86-7252	25
Teresa H. Thompson	9625-86-4561	26
Marsha H. Ligon	9625-76-5553	27
Douglas K. Degon	9635-07-2605	27A
Tommy Tillman	9635-07-3488	28
Douglas K. Degon	9635-07-1317	29
Village of Cumnock, LLC	9635-04-5989	30
Worth B. Mason, Jr.	9625-97-5196	31
Ed Bryant, Jr.	9625-96-5785	32
Thomas Kevin Bryant	9625-96-3778	33
Wanda B. Johnson	9625-96-3760	34
Evelyn C. Spivey	9625-96-4429	35
Romona Ascough Lawson	9625-96-3214	36
Steven P. Phillips	9625-96-2096	37
Timothy H. Craig	9625-95-4711	38
West Sanford Rural Vol Fire Dept	9625-95-3486	39
St. Paul AME Zion Church	9625-94-0274	40
St. Paul AME Zion Church	9625-84-7187	41
St. Paul AME Zion Church	9625-94-0274	42
Barbara Matthews Partridge	9625-93-3649	43
Beatrice Brewington Smith	9625-93-0822	44
Eddie Taylor, Jr.	9625-93-0101	45
NC Dept of Transportation	9625-83-7642	46
Ida Geywitz	9625-83-7377	47
Eddie Taylor, Jr.	9625-83-7138	48
Fred Thomas Smith, III	9625-82-8740	49
Phyllis McKoy	9625-82-9142	50
Bessie Jane Cox	9625-03-5699	51
George Palmer	9635-03-6175	52
Clara B. Harrison Miller	9635-02-9479	53
Josephice Womack	9635-01-4559	54
State of North Carolina	9635-33-1255	55
State of North Carolina	9635-55-6564	56
Pilgrim's Prnde Corp. of Georgia	9635-28-3820	57
Lee Moore Oil Company	9635-07-7942	58

GENERAL NOTES:
 1. Topographic information taken from Lee County Graphic Information Services data.
 2. Boundary information taken from digital file by Joyner-Keeney, PLLC.
 3. There are areas of FEMA Floodplain located on this site. See FEMA Flood Panels 3710963500K and 3710962500K, both dated February 7, 2007.



REVISIONS:

Zoning Map
 Village of Cumnock
 Lee County, NC

SCALE:
 1"=200'
 DRAWN BY:
 TMT
 PROJECT #

DATE:
 10/28/19

SHEET
 L-1
 OF 5

TMT & ASSOCIATES
 5011 SOUTH PARK DRIVE, STE. 200 - DURHAM, NC 27713
 p: (919) 484-8880 e: info@tmta.com



EXAMPLE OF ACREAGE ALLOCATION

-  100 YR FLOODPLAIN
-  R-6 RESIDENTIAL
-  NC NEIGHBORHOOD COMMERCIAL
-  MF-12 MULTI-FAMILY
-  OPEN SPACE >15 acres

- GENERAL NOTES:**
1. Topographic information taken from Lee County Graphic Information Services data. Verification of final project acreage total shall be provided after field survey.
 2. All tract acreages taken from digital information by Joyner-Keeney, PLLC. All areas subject to field survey verification.
 3. There are areas of FEMA Floodplain located on this site. See FEMA Flood Panels 3710963500K and 3710962500K, both dated February 7, 2007. F.E.M.A. flood information taken from Lee County GIS.
 4. No development shall occur unless or until a developer submits either (a) a site plan or (b) a preliminary plat for the individual phase or phases within the project. Each phase (site plan or plat) shall be reviewed and approved by the Planning Board and City Council and shall include site specific design standards which illustrate the characteristics that define each particular phase of the development. The Planning Board and/or City Council shall have the authority to negotiate with the developer regarding said design standards to ensure that such design elements are complimentary to the themes and styles as established or envisioned for the entire Village of Cumnock.
 6. A legally responsible Owners Association shall be established to maintain private alleys, trails, open space, parking lots and community recreation facilities. Restrictive Covenants shall be reviewed and approved by the City of Sanford Attorney.
 7. All utilities shall be public and located underground.
 8. All streets shall be public. All street sections are dimensioned from face to face of curb.
 10. The center line radius for all streets shall be in accordance with the ITE "Designing Walkable Urban Thoroughfares: A Context Sensitive Approach", or demonstrated to function at approval of the City Engineer.
 11. All trails shall be privately owned and maintained and accessible to the public.
 12. All development is subject to delineation of wetlands subject to NCDWQ and US Army Corp of Engineers regulations.
 13. All buildings are subject to review and approval by the Village of Cumnock Architectural Review Committee.
 15. All street connections to Cumnock and Cotton Roads are subject to driveway approval from NCDOT.
 16. A Master Sign Plan shall be developed and approved prior to the installation of any signage.



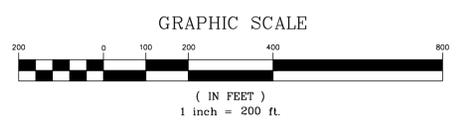
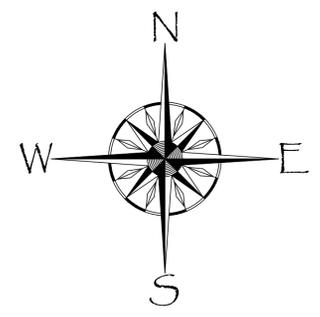
TMTLA ASSOCIATES
 5011 SOUTH PARK DRIVE, STE. 200 - DURHAM, NC 27713
 p: (919) 484-8880 e: info@tmtla.com

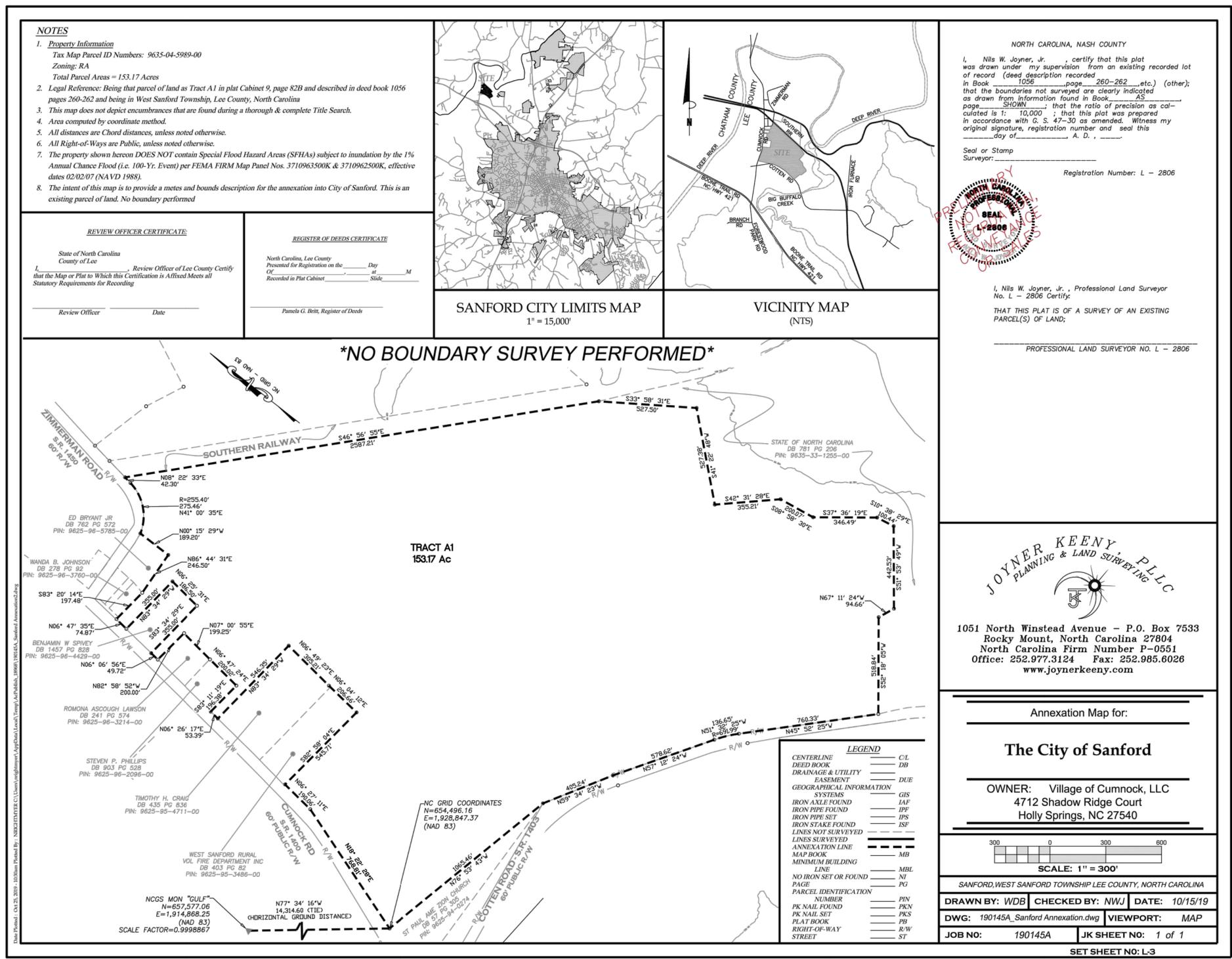
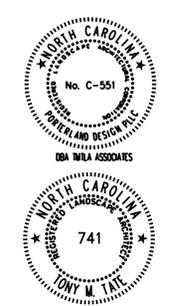
REVISIONS:

Example of Acreage Allocation
Village of Cumnock
 Lee County, NC

SCALE:
 1"=200'
 DRAWN BY:
 TMT
 PROJECT #

DATE:
 10/28/19
 SHEET
L-2
 OF 5



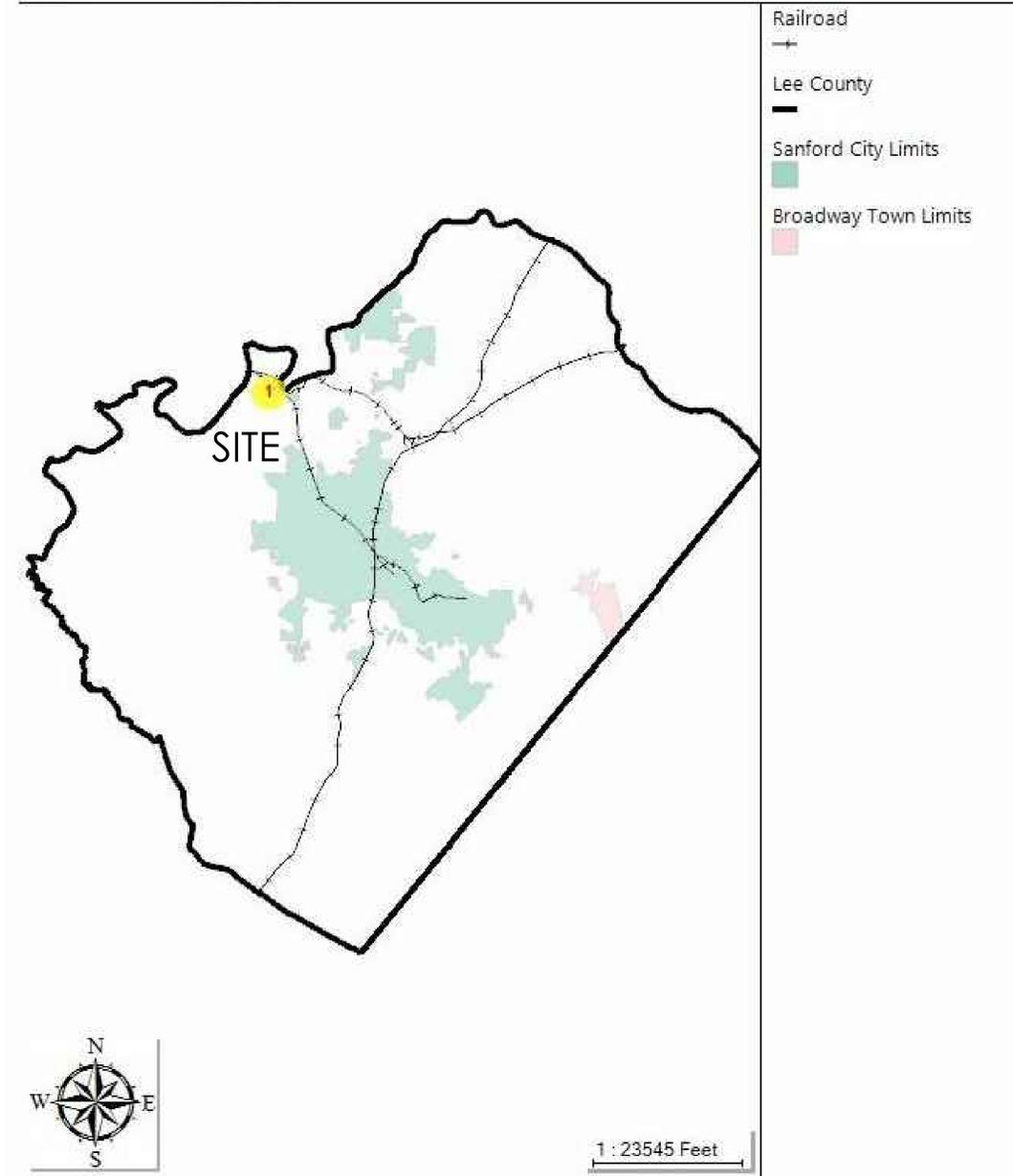


REVISIONS:

Example of Acreage Allocation
Village of Cumnock
Lee County, NC

SCALE:
AS SHOWN
DRAWN BY:
CDR
PROJECT #

DATE:
10/28/19
SHEET
L-3
OF 5



LEE COUNTY AND THE CITY LIMITS OF SANFORD



TMTLA ASSOCIATES
 5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
 p: (919) 484-8880 e: info@tmtla.com



REVISIONS:

City Limits Boundary Map
Village of Cumcock
 Lee County, NC

SCALE:
 1"=200'
 DRAWN BY:
 CDR
 PROJECT #

DATE:
 10/28/19
 SHEET

L-4
 OF 5

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LEE COUNTY, NORTH CAROLINA

WHEREAS, a request to amend the Official Zoning Map has been received from The Village of Cumnock, LLC (Case #2013-0804) to rezone 153.17± acres of land identified as Lee County Tax Parcel 9635-04-5989-00 from Residential Restricted (RR) and Residential Agricultural (RA) district to **Planned Unit Development (PUD) district**; and

WHEREAS, said request has been presented to the Lee County Planning Board; and

WHEREAS, the Lee County Board of Commissioners conducted a public hearing on August 19, 2013 to receive citizen input on the requested zoning map amendment; and

WHEREAS, the Lee County Board of Commissioners approves the request to amend the Official Zoning Map of Lee County, North Carolina;

NOW, THEREFORE, BE IT ORDAINED BY THE LEE COUNTY BOARD OF COMMISSIONERS:

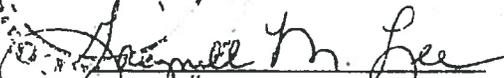
The Official Zoning Map is hereby amended to rezone 153.17± acres of land identified as Lee County Tax Parcel 9635-04-5989 from Residential Restricted (RR) and Residential Agricultural (RA) district to **Planned Unit Development (PUD) district**. The property is also the same as Parcel A1 on a survey map recorded in Plat Cabinet 9, Slide 82B, Lee County Registry of Deeds. Attached application with conditions and maps for reference.

ADOPTED this the 7th day of Oct. 2013.


Charles T. Parks, Chairman
Lee County Board of Commissioners



ATTEST:


Gaynell Lee, Clerk to the Board

FILED
LEE COUNTY
MOLLIE A. MCINNIS
REGISTER OF DEEDS

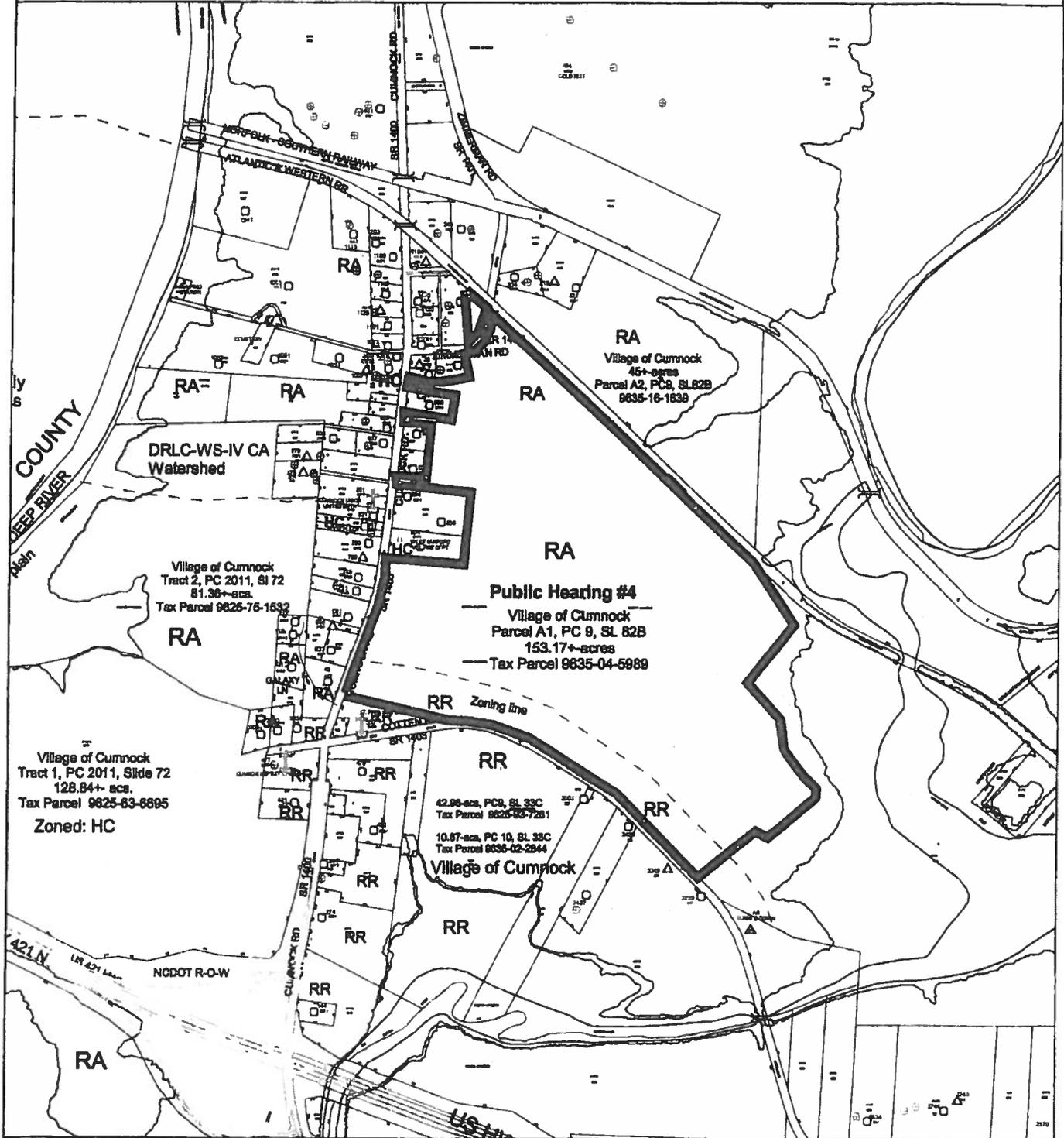
APPROVED AS TO FORM:


Garris Neil Yarborough, County Attorney

FILED Oct 23, 2013
AT 02:06:28 pm
BOOK 00003
START PAGE 0105
END PAGE 0106
INSTRUMENT # 07205

Application by the Village of Cumnock, LLC
 to rezone 153.17+- acres
 from Residential Restricted (RR) district and Residential Agricultural district to
 Planned Unit Development (PUD) district

BK.00003 PG.0106



Area requested to be rezoned



Church Symbol



House Symbol



2013-0804

LEE COUNTY

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

081

ITEM ABSTRACT

ITEM NO: III. A. 4

Meeting Date: October 7, 2013

Information
 Action Item
 Consent Agenda

SUBJECT: Recommendation of the Planning Board for Village of Cumnock

DEPARTMENT: Sanford/Lee County Community Development

CONTACT PERSON: Althea Thompson, Planner II

REQUEST: Consider recommendation of the Planning Board

SUMMARY: Application No. 2013-0804 submitted by the Village of Cumnock, LLC to rezone 153.17± acres of land from Residential Agricultural (RA) district and Residential Restricted (RR) district to Planned Unit Development District (PUD). The property is located north of Cotten Road, east of Cumnock Road and adjoins the Southern Railroad right-of-way to the south. The property is the same as depicted on Tax Maps 9625.04, 9625.02, 9635.01 and 9635.03, Tax Parcel 9635-04-5989-00, Lee County Land Records. It is also the same as Parcel A1 on a plat recorded in Plat Cabinet 9, Slide 82B, Lee County Registry of Deeds.

BUDGET IMPACT: N/A

ATTACHMENT(S): (1) Planning Board Recommendation with staff report
 (2) Zoning Map
 (3) Ordinance to amend the Official Zoning Map of Lee County
 Application, Narrative and Exhibits submitted by applicant

PUBLIC HEARING: No - held on August 19, 2013

PRIOR BOARD ACTION: N/A

RECOMMENDATION: Approve recommendation of the Planning Board with conditions proposed by the applicant to rezone 153.17± acres of land from Residential Agricultural (RA) district and Residential Restricted (RR) district to Planned Unit Development District (PUD) district.

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**RECOMMENDATION OF THE PLANNING BOARD
WITH STAFF REPORT SUBMITTED AT THE AUGUST 19, 2013 PUBLIC HEARING
APPLICATION 2013-0804**

RECOMMENDATION OF THE PLANNING BOARD:

The Planning Board by a majority vote recommended approval of Application No. 2013-0804 with conditions proposed by the Village of Cumnock, LLC to rezone Lee Co. Tax Parcel 9635-04-5989-00 from Residential Agricultural (RA) and Residential Restricted (RR) district to *Planned Unit Development District (PUD)*.

STAFF REPORT SUBMITTED AT THE PUBLIC HEARING:

Site and Area Description

The subject property is located north of Cotten Road, east of Cumnock Road and is bound by the Southern Railroad right-of-way. The property is 153.17-acres in size and is currently vacant. The parcel has over 1,000 feet of road frontage on Cumnock Road and over 2,000 feet of road frontage on Cotten Road, both NCDOT maintained streets.

Existing Zoning and Land Use

Zoning surrounding the site is Residential Restricted (RR) and Residential Agricultural (RA) district. The land uses in the area consists of low-density single family home sites and several large undeveloped tracts of land. The applicants own three 3 undeveloped tracts in the area that have been the subject of public hearings prior to this request. A tract owned by the applicants located at the intersection of US Highway 421 North and Cumnock Road was rezoned to Highway Commercial Conditional Zoning District in 2010.

Staff Analysis

The applicants have filed a total of four (4) rezoning applications in an effort to assemble the properties to be developed over time as a master-planned community. The plan will allow a mix of residential homes, commercial components to compliment the residential uses, industrial uses and open space for park uses and a site for a school.

The Residential Restricted (RR) district is established to provide areas for low-density single-family uses, with a maximum of one and one-half (1.5) dwelling units per acre. The dimensional standards include a minimum lot size of 30,000 square feet, with front and rear yard setbacks of 30 feet and a side yard setback of 15 feet.

The Residential Agricultural (RA) district is established to provide areas for low density single family uses with a maximum density of one (1) dwelling unit per acre. The RA district supports 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 standards include a minimum lot size of 40,000 square feet, with front and rear yard setbacks of 30 feet and a side yard setback of 15 feet.

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Pg. 2 of 4
PB REC 2013-0804

The applicants are requesting to rezone to Plan Unit Development (PUD) District. A PUD shall be considered a Conditional Zoning District and shall be processed in accordance with the Conditional Zoning District regulations outlined in Section 3.4 of the Unified Development Ordinance. A major site plan and detailed narrative text that specifies the uses and conditions that will govern the development and use of the property shall be submitted with an application for a PUD.

A Planned Unit Development district (PUD) is designed to provide for the orderly development of land with a mix of land uses and intensity. PUD zoning is intended to permit flexibility in the design, construction and processing of residential and non-residential developments of a quality that could not be achieved under conventional zoning approaches. While the conventional zoning districts and the requirements of those districts set forth in the UDO are reasonable, there may be circumstances in which it is in the community's best interests to allow unique and/or creative designs and techniques that will promote the most appropriate use of a parcel, allow diversification of use, facilitate the adequate and economical provision of streets, parks, open space, schools, storm drainage and sewer and water utilities, preserve and utilize open space, offer recreational opportunities close to residential uses, and enhance neighborhood appearance.

Uses and Development Standards

The uses permitted in a PUD district shall be the permitted uses as set forth in the approved site plan. The site plan shall designate land use categories consistent with the zoning district classifications of this Ordinance. Within each land use category, proposed uses shall be subject only to the permitted uses in Tables 4.6-1 for each land use category and the maximum density for each land use category in Table 4.7-1. A Planned Unit Development may contain any type of Residential uses except Manufactured Homes. The land uses within a PUD shall not be subject to any of the dimensional or density provisions of the Ordinance, except that a perimeter setback of 25 feet shall be maintained. Uses within the PUD shall comply with Article 7 Buffering and Landscaping standards of the UDO except as otherwise provided. Streets within the PUD shall be public streets and shall conform to the requirements of Article 10 of the Unified Development Ordinance. If rezoned, a detailed site plan shall be reviewed and approved by the Boards.

PUD Rezoning Conditions Proposed by the Applicants

In addition to the general development standards required in the Unified Development Ordinance, the applicants propose the following Conditions to the Rezoning Request:

PUD Rezoning Conditions

1. The Property rezoned as PUD will include no more than 117 acres developed consistent with R-6 zoning requirements, no less than 15 acres developed consistent with MF-12 zoning requirements, no less than 21 acres developed consistent with NC zoning requirements
2. No less than 15 acres of the PUD will be open/green space and buffers.

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Pg. 3 of 4
PB REC 2013-0804

3. The Applicant will reserve for a period of at least six (6) years from the date of the rezoning approval an undeveloped area of at least 25 acres in the southeast portion of the Property as shown on the Concept Plan for purchase by the Lee County School System for a future school site. Any and all utilities -- as well as access points to Cotten Road and internal public roads near the reserved property -- that are constructed on the Property by the landowner within the reservation period will be located after consultation with Lee County Schools System and will be sized to accommodate the eventual construction of a school on this portion of the property.
4. After the expiration of the reservation period set forth in Condition 3, that area of at least 25 acres in the southeast portion of the Property may be developed for uses consistent with the LI Light Industrial District or for a school consistent with that contemplated in Condition 3. Any and all utilities -- as well as access points to Cotten Road and internal public roads near this area -- that are constructed on the Property by the landowner after the Condition 3 reservation period has expired will be located after consultation with the executive director of the Lee County Economic Development Corp. and will be sized to be sufficient to accommodate the eventual construction of a business incubator park or office park on this portion of the property.
5. In the event that the 25-acre area referenced in Conditions 3 and 4 is developed for uses consistent with the LI Light Industrial District,
 - (A) The following uses would be prohibited on the Property:
 - a. Landfills, LCID (2 acres or less in size);
 - b. Landfills, C&D or LCID (greater than 2 acres in size); and
 - c. Sewage treatment and Water treatment plants.
 - d. Chemicals, Plastics and Rubber products manufacturing
 - e. Storage of Flammable Liquids (In Bulk) Above Ground Storage
 - f. Mining and Quarries
 - g. Tire Recapping; and
 - (B) A planting yard buffer fifty-foot wide shall be preserved or provided along the property line on the east and north sides of this area, and plantings within such yard shall comply with Section 7.5.4 of the UDO, except that storm water detention and management facilities and/or greenways may be located within this buffer. Existing vegetation may be used to satisfy planting requirements in accordance with Section 7.5.4.3 of the UDO; and
 - (C) No building footprint will be located within seventy-five feet of the property line on the east or north sides of this area.
6. The Applicant will dedicate a forty-foot greenway trail easement within a buffer along the Southern Railroad tracks on the north side of the Property.
7. A detailed site plan will be provided to the County, for approval, prior to development of the Property or any portion thereof.

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Pg. 4 of 4
PB REC 2013-0804**Transportation**

The NCDOT 2010 Annual Daily Traffic Study reports 13,000 vehicles trips per day on US Highway 421N just west of Cumnock Road. The NCDOT 2012 Annual Daily Traffic Study reports 830 vehicles trips per day on Cotten Road. There are no traffic study reports for Cumnock Road. Current road projects in the area include the construction of the northern end of the US 421 Bypass. The Bypass will intersect into Highway 421 with a partial cloverleaf interchange at Cumnock Road.

Utilities

A 12-inch public water main is located in the right-of-way of Cumnock Road. A small water line appears to be in the right-of-way of Cotten Road and may be required to be upgraded. A public sewer line runs along the southern end of the property near Big Buffalo Creek. The applicants are required to coordinate with the City Public Works Department regarding connection to these public utilities.

Emergency Response

The subject property is located within the West Sanford Fire District.

Environmental

The subject property is not located within a water supply watershed and according to FEMA's Flood Insurance Rate Map #3710962500K, is not located within a floodplain.

Conformance with the Sanford/Lee County 2020 Land Use Plan

The 2020 Land Use Plan and Map identify this property within a Conservation Zone. This zone is applied to areas adjacent to the rivers and other major water bodies in the county. The plan suggest that development in these areas be restricted to large lot single family with minimum lot sizes of 3 acres, and a 300-foot minimum buffer from the riverbanks. The Plan also notes that Planned Unit Developments (PUDs) with a minimum size of 100 acres may be permitted, provided that the overall gross density is less than two (2) residential units per acre with consideration given to protecting areas adjacent to the rivers and other water bodies, and the PUD is serviced with public utilities.

Neighborhood Meeting

The applicants/owners held a neighborhood meeting for the proposed rezoning on Thursday, July 18th, 2013 at the West Sanford Rural Volunteer Fire Department. In addition to the owners, Mr. Gray Styers, Attorney for the development and Mr. Tony Tate, Landscape Architect were also present. Approximately 30 citizens attended the meeting. Attorney Styers conducted the meeting and stated the objectives of the rezoning and future development.

Technical Review Committee

The Sanford/Lee County Technical Review Committee reviewed the concept plan at their June 27th, 2013 meeting. The Committee will review and provide guidance on all site plans related to the development of this property.

**CITY OF SANFORD
CITY COUNCIL AND PLANNING BOARD
PUBLIC HEARING INFORMATION
SEPTEMBER 15, 2020**

APPLICATION# 2020-0901 TO AMEND THE SANFORD ZONING MAP

The City of Sanford has received an Annexation Petition for the property described below. When/if the subject property is annexed into the corporate City limits, for which the public hearing will also be held on September 15th, the Sanford City Council must assign a zoning district to the land within 60 days of the effective date of annexation (the zoning does not automatically stay the same). Therefore, the following application for a Zoning Map Amendment/Rezoning has also been submitted to the City of Sanford for review by the Planning Board and the City Council so that when/if the property is annexed, the applicant may move forward with the request to assign a zoning district to the land in a timely manner. The applicant would like to have the land annexed into the corporate City limits so that City services (public sewer, etc.) may be utilized in developing the site. The applicant has requested to keep the current zoning of Planned Unit Development (PUD) as previously assigned by Lee County in 2013.

Applicant: Michael L. Mazzella, Registered Agent for Village of Cumnock, LLC
Owner: Village of Cumnock, LLC
Request: Rezone to maintain the current Planned Unit Development (PUD) zoning
Location: Vacant tract of land with frontage on Cotten Road, Cumnock Road and Zimmerman Road
Township: West Sanford
Schools: BT Bullock Elementary, East Lee Middle School, and Lee Senior High School
Tax Parcel: 9635-04-5989-00
Adjacent Zoning:
North: Opposite the railroad tracks, Light Industrial with a Conditional Use Permit (LI-CU)- Lee Co.
South: Residential Restricted (RR), Residential Agricultural (RA), Multi-family (MF-12), and Residential Agricultural with a Conditional Use Permit (RA-CU) – Lee County
East: Residential Agricultural (RA) -Lee County
West: Adjoining, Highway Commercial (HC) and Residential Agricultural (RA) – Sanford
West: Opposite Cumnock Rd, Residential Agricultural (RA) and Highway Commercial (HC) -Sanford

Introduction: As a follow-up to the annexation request, Michael L. Mazzella of Village of Cumnock, LLC has submitted a request to rezone a vacant 153.17 ± acre tract of land with frontage on Cotten Road, Cumnock Road, and Zimmerman Road from Planned Unit Development (PUD) within Lee County to Planned Unit Development (PUD) within the City of Sanford for the purpose of marketing/developing a Planned Unit Development (PUD), with the land uses and density illustrated on plans labeled “Example of Acreage Allocation, Village of Cumnock” submitted with the rezoning application. Therefore, he has submitted a rezoning request for your consideration.

Site and Area Description: The subject property is located northeast of the intersection of Cotten Road and Cumnock Road and south of Zimmerman Road in the Cumnock community.

Surrounding Land Uses:

- North: Opposite the railroad tracks, vacant land that is wooded and has an area of floodplain
- South: Opposite Cotten Road, houses, a church, and vacant wooded land
- East: Vacant wooded land with an area of floodplain
- West: Opposite Cumnock Road, houses, a fire department, a community building and a church

Zoning District Information

Existing/Proposed Zoning - PUD Zoning General Info.: The purpose of the Planned Unit Development district (PUD) is to provide for the orderly development of land with a mix of land uses and intensity. PUD zoning is intended to permit flexibility in the design, construction and processing of residential and non-residential developments of a quality that could not be achieved under conventional zoning approaches. While the conventional zoning districts and the requirements of those districts set forth in the UDO are reasonable, there may be circumstances in which it is in the community's best interests to allow unique and/or creative designs and techniques that:

- promote the most appropriate use of a parcel,
- allow diversification of use,
- facilitate the adequate and economical provision of streets, parks, open space, schools, storm drainage and sewer and water utilities,
- preserve and utilize open space,
- offer recreational opportunities close to residential uses, and
- enhance neighborhood appearance.

A PUD shall consist of not less than five continuous acres and shall be considered a Conditional Zoning District with a site plan and detailed narrative specifying the uses and conditions. The site plan shall designate land use categories with zoning district classifications, proposed land uses, and maximum densities subject per the UDO standards. PUD zoning is intended to permit flexibility in the design, construction and processing of residential, commercial and/or industrial developments of a quality that could not be achieved under conventional zoning concepts. All facilities including parks, open space, streets, water, sewer, storm water, and landscaping that are not dedicated to and accepted by a municipality or county shall be maintained by the entities listed in Article 4 of the UDO, including, but not limited to, a condominium association, a homeowners' association, or a cooperative housing corporation.

Existing/Proposed Zoning – Village of Cumnock PUD 2020 Zoning Info.:

Per the narrative provided with the rezoning application:

- 1.) The subject property will include not more than 117 acres developed consistent with Residential-Mixed (R-6) zoning requirements, no less than 15 acres developed consistent with Multi-family (MF-12) zoning requirements, and no less than 21 acres developed consistent with the Neighborhood Commercial (NC) requirements.
 - *The Acreage Allocation plan illustrates 116.74 acres of Residential-Mixed (R-6) zoning.*
 - *The Acreage Allocation plan illustrates 21.42 acres of Neighborhood Commercial (NC) zoning*
 - *The Acreage Allocation plan illustrates 10.08 + 4.93 acres = 15.01 acres total of Multi-family (MF-12) zoning*
- 2.) No less than 15 acres of the PUD will be open/green space and buffers.

- 3.) The applicant will dedicate a 40ft greenway trail easement within a buffer along the Southern Railroad tracks on the north side of the property.
- 4.) A detailed site plan will be provided to the City for approval prior to development of the property or any portion thereof.

Per the information illustrated/noted within the Village of Cumnock Annexation / Zoning civil set:

- The Acreage Allocation plan illustrates 116.74 acres of Residential-Mixed (R-6) zoning.
- The Acreage Allocation plan illustrates 21.42 acres of Neighborhood Commercial (NC) zoning
- The Acreage Allocation plan illustrates 10.08 + 4.93 acres = 15.01 acres total of Multi-family (MF-12) zoning
- No development shall occur unless or until a developer submits a site plan and/or preliminary plat for the individual phases within the project for review & approval by the Planning Board and City Council. This information shall include specific standards which illustrate the characteristics that define each particular phase of the development. The Planning Board and City Council shall have the authority to negotiate with the developer regarding the design standards to ensure that such design elements are complimentary to the themes and styles as established or envisioned for the entire Village of Cumnock.
- A legally responsible Owners Association shall be established to maintain private alleys, trails, open space, parking lots and community recreation facilities.
- All utilities shall be public and located underground.
- All streets shall be public.
- All trails shall be privately owned and maintained and accessible to the public.
- All development is subject to the delineation of wetlands subject to NCDWQ and the U.S. Army Corp of Engineers regulations.
- All buildings are subject to review and approval by the village of Cumnock Architectural Committee.
- All street connections to Cumnock Road and Cotten Road are subject to approval from NCDOT. *Staff note: Connections to any/all NCDOT maintained public roads will require review/approval by NCDOT.*
- A Master Sign Plan shall be developed and approved prior to the installation of any signage.

Overlay Districts

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

- Low density single-family dwellings with interconnected street network
- Area surrounding Village Center
- Pedestrian connectivity and access to Village Center
- Local example – 1st Street neighborhood in Broadway

Land use designations include Open Space (undeveloped open space, forests), Civic (schools, churches, neighborhood parks), Residential (single-family detached dwellings). Forms of transportation include (from low to high priority mode) public transit, on-street bike lanes & off-trail system, Sidewalks & off-street trails, and vehicular connectivity. Context includes Development Density with up to 4 dwelling units per acre with moderate building setbacks and a 35ft height limit with a Utility Infrastructure of public & private water and public & private wastewater, and a Preferred Character of an interconnected grid street network with a 600-800ft block length that has tree-lines streets with sidewalks. Types of

2020-0901

zoning include current districts of RR, R-20, R-14, and R-12SF and a proposed district of Low Density 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 or a local 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 public water main lines that runs parallel to Cotten Road and Cumnock Road. The developer proposes to extend public sanitary sewer to serve this site. 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 frontage on Cotten Road, Cumnock Road, and Zimmerman Road, all of which NCDOT maintained public roadways with a 60ft right-of-way. Whether or not roadway improvements will be required as part of the development of this project associated with this rezoning is undetermined at this time because the developer has not created the plans or other information that NCDOT will need to review in order to make this determination.

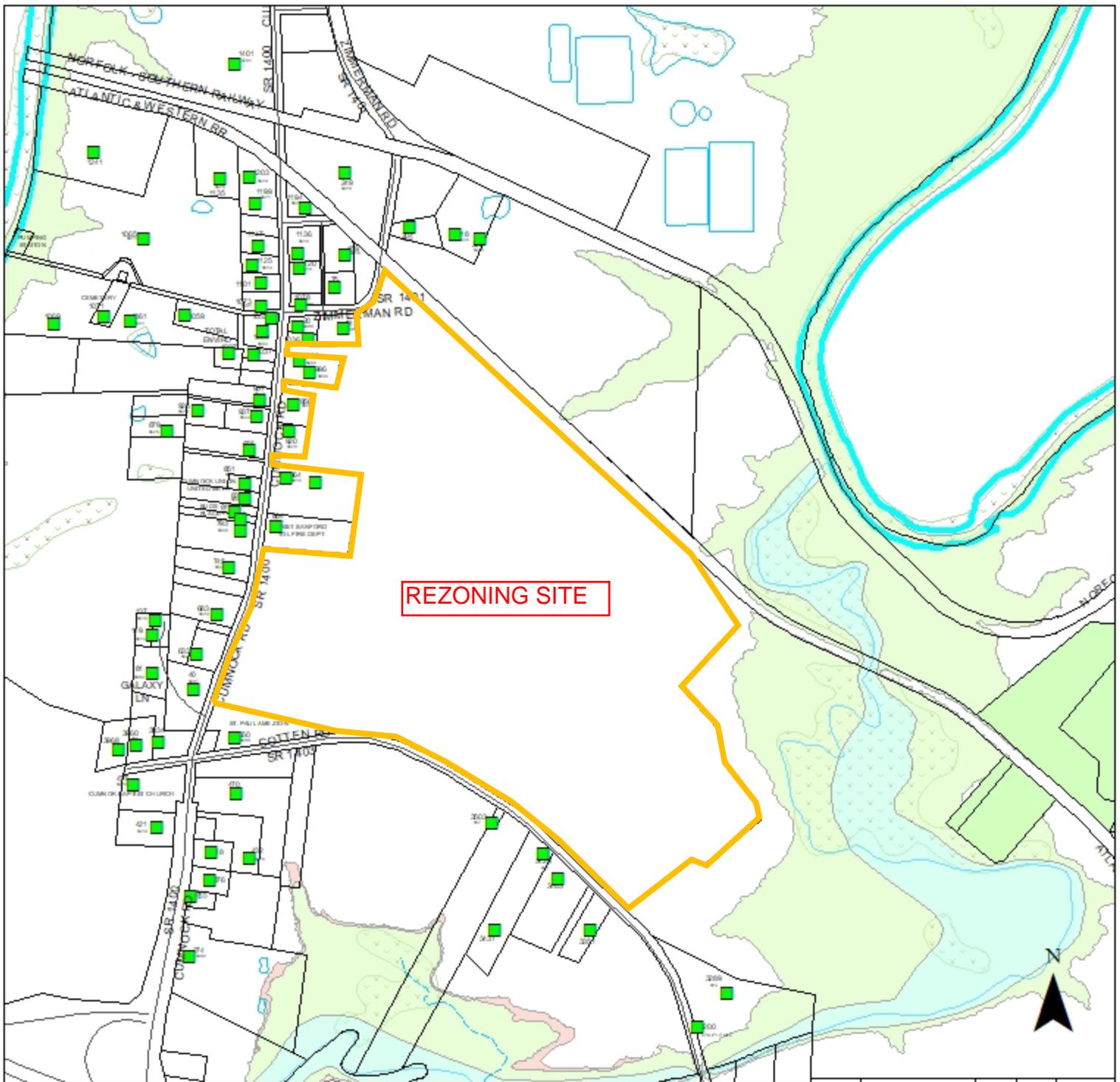
Development Standards: If rezoned, all of the uses permitted in the Planned Unit Development (PUD) zoning would be allowed and any future development of the subject property will be required to correspond with the approved plans or, if the item is not specifically addressed on another manner, meet the current development standards of the UDO. All site development must comply with the North Carolina State Building Code, the State Fire Code, ADA compliance, and any other application codes and regulations. Simply rezoning the property does not allow someone to occupy the site for a proposed use without compliance with all other applicable codes and regulations. Also, existing site conditions should be taken into consideration when/if the site design is created for the proposed development.

Public Information Meeting: A public information was held on Thursday, August 27, 2020 to allow the applicant and staff to share information about this request and associated project with the adjoining property owners and other interested parties. There were approximately 10 citizens in attendance with 4 project representatives and several staff members present. Topics of discussion included the proposed density per the Acreage Allocation plan vs. the existing density in the area, the fact that whether or not roadway improvements will be required is not able to be determined at this time, and that the proposed locations of new roadways into the future development(s) is unknown.

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.

2020-0901

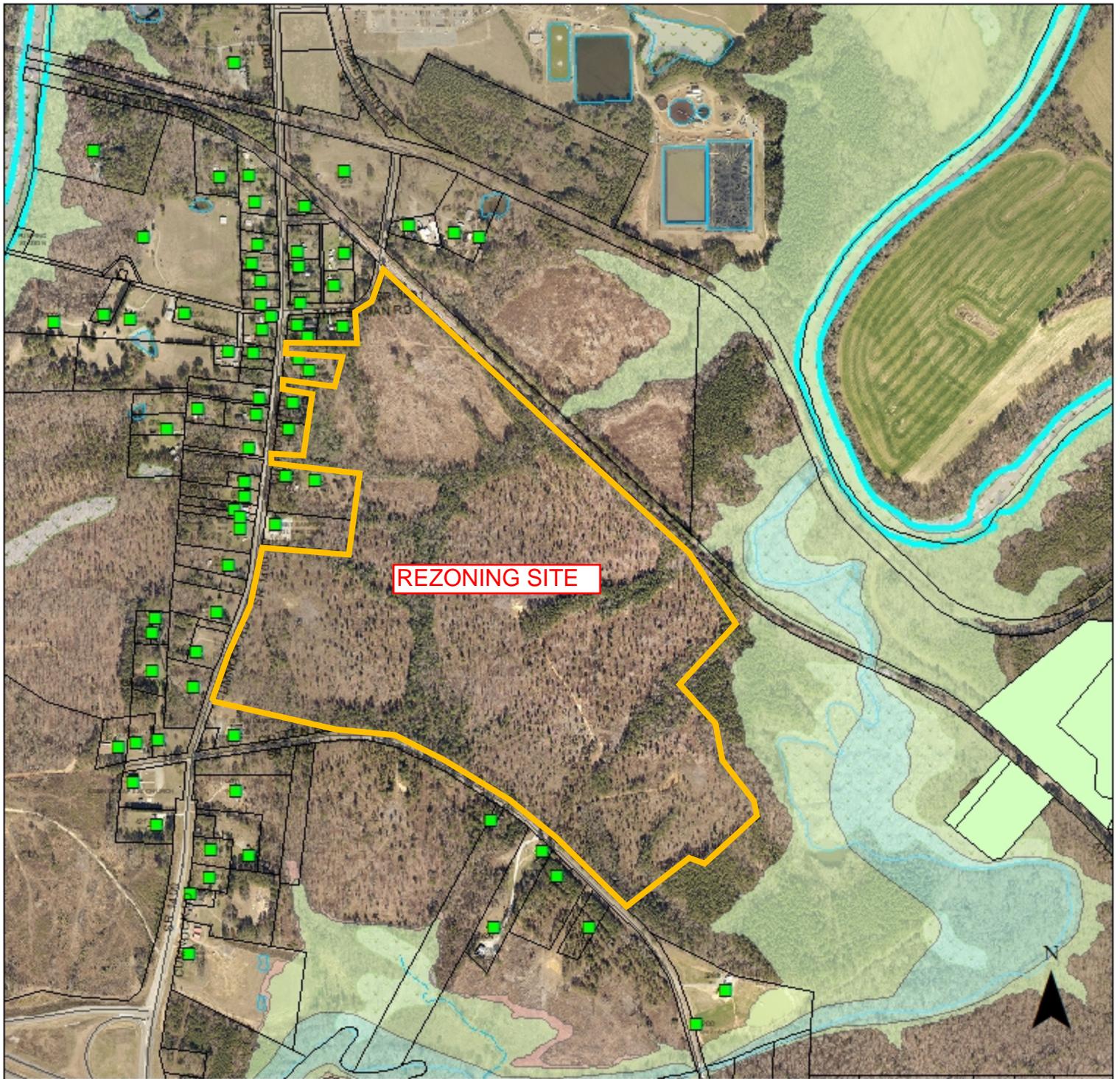
Staff Recommendation: The *Plan SanLee* land use plan identifies the future land use place type for this tract of land as “Village Neighborhood”. This was intended to serve as a place holder for future development in the area when the plan was adopted in 2018 to recognize that the property was rezoned to a PUD by the County in 2013 but was unknown when/if the Village of Cumnock project would move forward. The information provided for the Village of Cumnock PUD in 2013 appears to be the same with the exception that the 25 acres originally reserved for six years to allow Lee County to purchase it as a school site, with the provision that after six years it could be developed as a Light Industrial site, is no longer included. Therefore, staff recommends that the rezoning request be approved as proposed via the site plan specific conditional zoning process.



REZONING APPLICATION

Application by Michael Mazzella
to rezone 153+/- acres off of Cotten Road
from PUD (in Lee County) to PUD (in the City of Sanford)
as part of an annexation request.

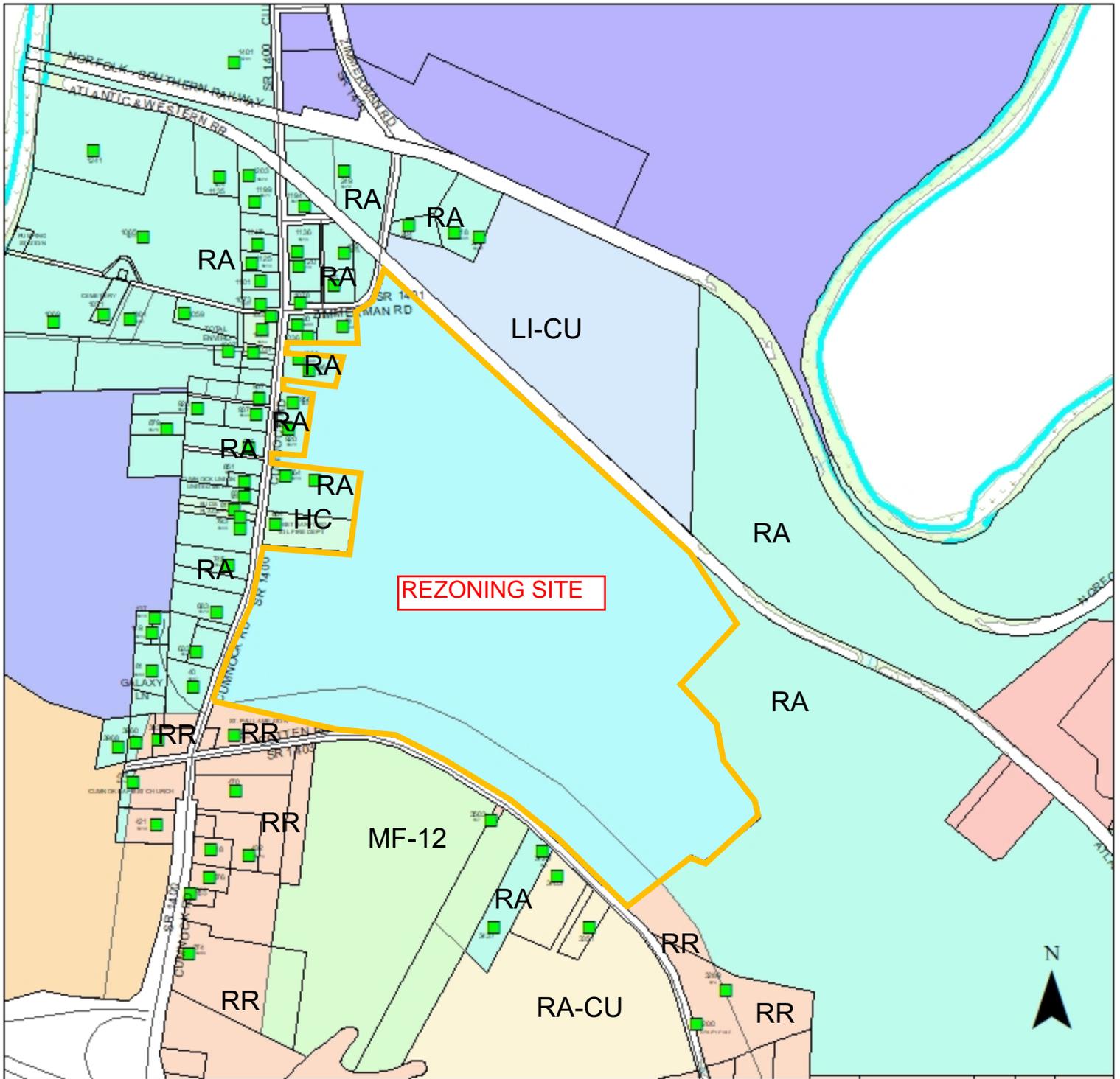
This is a graphic illustration and not a legal document.



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VILLAGE NEIGHBORHOOD

- ✓ Low density single-family dwellings with interconnected street network
- ✓ Area surrounding Village Center
- ✓ Pedestrian connectivity and access to Village Center

Local Example - 1st Street Neighborhood in Broadway

OUTSIDE OF UTILITY SERVICE AREAS



INSIDE OF UTILITY SERVICE AREAS



LAND USE

Open Space



Undeveloped Open Space, Forests

Civic



Schools, Churches, Neighborhood Parks

Residential



Single Family Detached Dwellings

TRANSPORTATION

Low Priority Mode



Public Transit



On-street bike lanes, off-trail system



Sidewalks, off-street trails



High Priority Mode

Vehicular connectivity

CONTEXT

Development Density

- ✓ Up to 4 dwelling units / acre
- ✓ Moderate Building Setbacks
- ✓ 35 Foot Height Limit

Utility Infrastructure

- ✓ Public & Private Water
- ✓ Public & Private Wastewater

Preferred Character

- ✓ Interconnected Grid Street Network
- ✓ 6-800 Foot Block Length
- ✓ Tree Lined Streets with Sidewalks

ZONING

Current Districts

- ✓ RR
- ✓ R-20
- ✓ R-14
- ✓ R-12SF



Proposed Districts

- ✓ Low Density Residential

ADJOINING PROPERTY OWNERS LIST

PETITION BY: Mike Mazzella for the Village of Cumnock, LLC
 REQUEST: Rezone one 153 +/- acre tracts of land from (Lee County) PUD to (City of Sanford) PUD
 LOCATION: Frontage on Cotten Rd, Cumnock Rd, and Zimmerman Rd, Sanford, NC
 PIN: 9635-04-5989-00
 DATE: 2020-02-13 | Updated 2020-02-26

No.	PIN	PROP ADDR	OWNER 1	OWNER2	M #	MAIL ST	MAILCITY	ST	ZIP
01	9625-84-7187-00	0 CUMNOCK RD	ST PAUL AME ZION CHURCH	-	550	CUMNOCK RD	SANFORD	NC	27330
02A	9625-94-0274-00 (North of Cotten Rd)	550 CUMNOCK RD	ST PAUL AME ZION CHURCH	-	550	CUMNOCK RD	SANFORD	NC	27330
02B	9625-94-0274-00 (South of Cotten Rd)	Same as 2A info.							
03	No #3								
04	9625-93-0822-00	470 CUMNOCK RD	SMITH, BEATRICE BREWINGTON	-	470	CUMNOCK RD	SANFORD	NC	27330
05	9625-93-3649-00	0 COTTEN RD	PARTRIDGE, BARBARA MATTHEWS	-	393	W FOREST OAKS DR	SANFORD	NC	27330
06	9625-93-8206-00	0 COTTEN RD	VILLAGE OF CUMNOCK LLC	-	4712	SHADOW RIDGE CT	HOLLY SPRINGS	NC	27540
07A	9635-03-5699-00	3503 COTTEN RD	COX, BESSIE JANE	-	1223	ST ANDREWS CHURCH	SANFORD	NC	27332
07B	9635-02-2844-00	0 COTTEN RD	VILLAGE OF CUMNOCK LLC	-	4712	SHADOW RIDGE CT	HOLLY SPRINGS	NC	27540
08	9635-03-6175-00	3429 & 3437 COTTEN RD	PALMER, WILMA L (LIFE ESTATE)	-	3437	COTTON RD	SANFORD	NC	27330
09	9635-03-9123-00	3403 COTTEN RD 204 ZIMMERMAN RD	DEGON, DOUGLAS KENT	DEGON, SHARON M	204 3403	ZIMMERMAN RD 3403 COTTEN RD	SANFORD	NC	27330
10A	9635-02-9461-00 (South of Cotten Rd)	3200 COTTEN RD	GIBSON, WILLIAM P	GIBSON, JINGER T	3200	COTTEN RD	SANFORD	NC	27330
10B	9635-02-9461-00 (North of Cotten Rd)	Same as 10A info.							
11	9635-12-1949-00	3351 COTTEN RD	LATON, HARVIE SMITH	-	1324	COTTEN RD	SANFORD	NC	27330
12A	9635-33-1255-00	0 COTTEN RD	NORTH CAROLINA STATE OF	-	116	W JONES ST	RALEIGH	NC	27603
12B	9635-55-6564-00	0 COTTEN RD	NORTH CAROLINA STATE OF	-	116	W JONES ST	RALEIGH	NC	27603
13	9635-16-1639-00	0 COTTEN RD	VILLAGE OF CUMNOCK LLC	-	4712	SHADOW RIDGE CT	HOLLY SPRINGS	NC	27540
14	9625-97-6721-00	249 ZIMMERMAN RD	KEARNS, LORI B	KEARNS, JOSHUA D	249	ZIMMERMAN RD	SANFORD	NC	27330
15	9635-04-5989-00	This is part of the subject property, located on the north side of Zimmerman Road.							
16	9625-97-6001-00	75 ZIMMERMAN RD	HILDRETH, CHRISTOPHER TROY SR	HILDRETH, AMY SMITH	240	BRANCH RD	SANFORD	NC	27330
17	9625-97-5294-00	159 ZIMMERMAN RD	MASON, WORTH B JR	MASON, DEBORAH OLDHAM	159	ZIMMERMAN RD	SANFORD	NC	27330
18	9625-97-3277-00	1136 CUMNOCK RD	BEAL, IRENE K	-	5015	WHITEWOOD LN	WINSTON SALEM	NC	27104
19	9625-97-3096-00	1120 CUMNOCK RD	MAYNOR, ELIZABETH GAYLE	-	1120	CUMNOCK RD	SANFORD	NC	27330
20	9625-96-3984-00	1078 CUMNOCK RD	BRYANT, CARMEN B AKA	-	1078	CUMNOCK RD	SANFORD	NC	27330

			WORLEY, CARMEN B						
21	9625-96-3778-00	20 ZIMMERMAN RD	BRYANT, THOMAS KEVIN	-	20	ZIMMERMAN RD	SANFORD	NC	27330
22	9625-96-3760-00	1036 CUMNOCK RD	JOHNSON, WANDA B (CAMPBELL)	-	2207	DUNBAR DR	SANFORD	NC	27332
23	9625-96-5785-00	74 ZIMMERMAN RD	BRYANT, ED JR (LIFE ESTATE)	BRYANT, JUANITA H (LIFE ESTATE)	74	ZIMMERMAN RD	SANFORD	NC	27330
24	9625-96-4429-00	996 CUMNOCK RD	SPIVEY, BENJAMIN W	-	1008	CUMNOCK RD	SANFORD	NC	27330
25	9625-96-3214-00	956 CUMNOCK RD	LAWSON, ROMONA ASCOUGH	-	956	CUMNOCK RD	SANFORD	NC	27330
26	9625-96-2096-00	920 CUMNOCK RD	PHILLIPS, STEVEN P	PHILLIPS, PATRICIA D	920	CUMNOCK RD	SANFORD	NC	27330
27	9625-95-4711-00	864 CUMNOCK RD	CRAIG, TIMOTHY H	CRAIG, WENONAH W	864	CUMNOCK RD	SANFORD	NC	27330
28	9625-95-3486-00	804 CUMNOCK RD	WEST SFD RURAL VOL FIRE DEPT INC	-	104	PERKINSON RD	SANFORD	NC	27330
29	9625-96-1905-00	1073 CUMNOCK RD	HALL, NANCY	-	1065	CUMNOCK RD	SANFORD	NC	27330
30	9625-96-1714-00	1039 CUMNOCK RD	HALL FAMILY PROPERTIES OF SANFORD LLC	-	1007	CUMNOCK RD	SANFORD	NC	27330
31	9625-96-0664-00	1007 CUMNOCK RD	HALL FAMILY PROPERTIES OF SANFORD LLC	-	1007	CUMNOCK RD	SANFORD	NC	27330
32	9625-96-0592-00	0 CUMNOCK RD	BEAL, IRENE K	-	5015	WHITEWOOD LN	WINSTON SALEM	NC	27104
33	9625-96-0485-00	0 CUMNOCK RD	BEAL, IRENE K	-	5015	WHITEWOOD LN	WINSTON SALEM	NC	27104
34	9625-86-9326-00	957 CUMNOCK RD	DEGON, DOUGLAS	-	957	CUMNOCK RD	SANFORD	NC	27330
35	9625-96-0119-00	937 CUMNOCK RD	WILLETT, WILLIAM D	-	937	CUMNOCK RD	SANFORD	NC	27330
36	9625-86-8083-00	875 CUMNOCK RD	WICKER, WINFRED (LIFE ESTATE)	-	879	CUMNOCK RD	SANFORD	NC	27330
37	9625-85-8806-00	0 CUMNOCK RD	WICKER, WINFRED (LIFE ESTATE)	-	879	CUMNOCK RD	SANFORD	NC	27330
38	9625-95-0719-00	851 CUMNOCK RD	CUMNOCK METHODIST CHURCH	-	851	CUMNOCK RD	SANFORD	NC	27330
39	9625-85-8761-00	831 CUMNOCK RD	BURNS, CLINTON STEVE	BURNS, SARAH H	831	CUMNOCK RD	SANFORD	NC	27330
40	9625-85-8663-00	817 CUMNOCK RD	BOST, BILLY S	BOST, DENISE H	643	PUMPING STATION RD	SANFORD	NC	27330
41	9625-85-8538-00	5501 CUMNOCK RD	WEST SANFORD RURAL FIRE DEPT	-	104	PERKINSON RD	SANFORD	NC	27330
42	9625-85-8426-00	793 CUMNOCK RD	BURNS, JOSEPH PHILLIP	BURNS, LOIS M	793	CUMNOCK RD	SANFORD	NC	27330
43	9625-85-8208-00	745 CUMNOCK RD	STACKHOUSE, PATRICIA C	-	745	CUMNOCK RD	SANFORD	NC	27330
44	9625-85-7196-00	723 CUMNOCK RD	MILLS, VICTOR	MILLS, GLADYS T	3013	FOGGY MOUNTAIN LOOP	SANFORD	NC	27330
45	9625-84-7965-00	683 CUMNOCK RD	MILLS, ANGEL DARLENE	-	683	CUMNOCK RD	SANFORD	NC	27330
46	9625-84-8808-00	649 CUMNOCK RD	JOHNS, ARCHIE T (HEIRS)	JOHNS, MARY LOUISE	633	CUMNOCK RD	SANFORD	NC	27330

47	9625-84-7785-00	633 CUMNOCK RD	BALDWIN, DONALD RAY	BALDWIN, CHRISTINE J	633	CUMNOCK RD	SANFORD	NC	27330
48	9625-84-6425-00	40 GALAXY LN	FLACK, C V JR	-	5600	WHIP POOR WILL ST	DURHAM	NC	27704
49	9625-84-4326-00	3934 COTTEN RD	WOMBLE, LANCE A	WOMBLE, YOLANDA N	3934	COTTEN RD	SANFORD	NC	27330
50	APPLICANT AND PROPERTY OWNER:	0 COTTEN ROAD	VILLAGE OF CUMNOCK, LLC	MIKE L MAZELLA, REGISTER ED AGENT AND MANAGER	4712	SHADOW RIDGE CT	HOLLY SPRINGS	NC	27540- 9163

(0) = Vacant, no addressed structures on the parcel.

ADJACENT PROPERTY OWNERS NOTIFICATION CERTIFICATION

I, Amy J. McNeill, hereby certify that the property owners and adjacent property owners of the following rezoning petitions as indicated on the Lee County Tax Maps were notified by First Class U.S. Mail on Thursday, September 3, 2020.

2020-08-01

1. REZONING APPLICATION / ZONING MAP AMENDMENT: Application by Mike Mazzella for property owned by Village of Cumnock, LLC, to rezone a vacant 153 ± acre tract of land with frontage on Cotten Road, Cumnock Road, and Zimmerman Road for the purpose of marketing/developing a Planned Unit Development (PUD) with the land uses and density illustrated on a plan labeled "Example of Acreage Allocation, Village of Cumnock" submitted as part of the application. The plan illustrates 116.74 acres designated as Residential-Mixed (R-6), 21.42 acres labeled Neighborhood Commercial (NC), 10.08 acres labeled Multi-family (MF-12) and 4.93 acres labeled Multi-family (MF-12). The subject property is zoned Planned Unit Development (PUD) and is identified as Lee County Tax Parcel 9635-04-5989-00. The applicant has requested to keep the current zoning of Planned Unit Development (PUD) as previously assigned by Lee County in 2013.

2020-08-02

2. REZONING APPLICATION / ZONING MAP AMENDMENT: Application by Riley Walker Development for property owned by Pine Reserve, LLC to rezone three adjoining tracts of land totaling 16.43 acres from General Commercial (C-2) to Multi-family (MF-12-C) Conditional Zoning District with the intent being to develop a multi-family apartment community via a site plan specific conditional zoning district. Tract 1 is 0.73 acre tract of land, developed with a house addressed as 154/156 Center Church Road, and identified as Lee County tax parcel 9631-34-9072-00. Tract 2 is a 1.19 acre tract of land developed with a house addressed as 124 Center Church Road, and identified as Lee County tax parcel 9631-44-1034-00. Tract 3 is a 14.5 acre vacant tract of land that adjoins the Tramway Crossing Shopping Center to the rear, and is identified as Lee County tax parcel 9631-44-0754-00. All parcels are identified on Lee County Tax Map 9631.03 and 9631.01.

Signature: AMY J. McNEILL Date: 2020-09-04

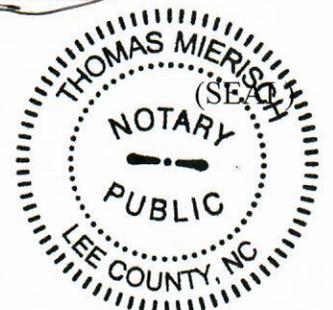
Title: ZONING ADMINISTRATOR

Lee County, North Carolina

I, THOMAS MIERISCH, a Notary Public for Lee County and State of North Carolina do hereby certify that Amy McNeill personally appeared before me on this day and acknowledged the due execution of the foregoing Instrument. Witness my hand and official seal, this the 4TH day of SEPTEMBER, 2020.

[Signature]
Notary Public Signature

My Commission expires 9/30/2023



Sanford/Lee County

Planning and Development
P.O. Box 3729, Sanford, NC 27331-3729

September 3, 2020

Dear Adjacent Property Owner:

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

CITY OF SANFORD PUBLIC NOTICE

Notice is hereby given that the Sanford City Council and Planning Board will hold joint public hearings on Tuesday, September 15, 2020 in the Dennis A. Wicker Conference & Civic Center at 1801 Nash Street, Sanford, N.C. The Boards will consider two (2) applications to amend the Official Zoning Map of the City of Sanford, NC. The hearings will begin at 6:00 p.m. or as soon thereafter as deemed practical by the Board. The rezoning applications are described below:

The City of Sanford has received an Annexation Petition for the property described below as item number one. When/if the subject property is annexed into the corporate City limits, for which the public hearing will also be held on September 15th, the Sanford City Council must assign a zoning district to the land within 60 days of the effective date of annexation (the zoning does not automatically stay the same). Therefore, the following application for a Zoning Map Amendment/Rezoning has also been submitted to the City of Sanford for review by the Planning Board and the City Council so that when/if the property is annexed, the applicant may move forward with the request to assign a zoning district to the land in a timely manner. The applicant would like to have the land annexed into the corporate City limits so that City services (public sewer, etc.) may be utilized in developing the site. The applicant has requested to keep the current zoning of Planned Unit Development (PUD) as previously assigned by Lee County in 2013.

1. **REZONING REQUEST / ZONING MAP AMENDMENT:** Application by Mike Mazzella for property owned by Village of Cumnock, LLC, to rezone a vacant 153 ± acre tract of land with frontage on Cotten Road, Cumnock Road, and Zimmerman Road for the purpose of marketing/developing a Planned Unit Development (PUD) with the land uses and density illustrated on a plan labeled “Example of Acreage Allocation, Village of Cumnock” submitted as part of the application. The plan illustrates 116.74 acres designated as Residential-Mixed (R-6), 21.42 acres labeled Neighborhood Commercial (NC), 10.08 acres labeled Multi-family (MF-12) and 4.93 acres labeled Multi-family (MF-12). The subject property is zoned Planned Unit Development (PUD) and is identified as Lee County Tax Parcel 9635-04-5989-00. The applicant has requested to keep the current zoning of Planned Unit Development (PUD) as previously assigned by Lee County in 2013.

The City of Sanford has received an Annexation Petition for two tracts of land fronting Center Church Road included with the subject property described below as item number two. When/if the subject property is annexed into the corporate City limits, for which the public hearing will also be held on September 15th, the Sanford City Council must assign a zoning district to the land within 60 days of the effective date of annexation (the zoning does not automatically stay the same). Therefore, the following application for a Zoning Map Amendment/Rezoning has also been submitted to the City of Sanford for review by the Planning Board and the City Council so that when/if the property is annexed, the applicant may move forward with the request to assign a zoning district to the land in a timely manner. The applicant would like to have the land annexed into the corporate City limits rezoned in order to develop a multi-family apartment community that would be served with public water and sewer.

2. REZONING APPLICATION / ZONING MAP AMENDMENT: Application by Riley Walker Development for property owned by Pine Reserve, LLC to rezone three adjoining tracts of land totaling 16.43 acres from General Commercial (C-2) to Multi-family (MF-12-C) Conditional Zoning District with the intent being to develop a multi-family apartment community via a site plan specific conditional zoning district. Tract 1 is 0.73 acre tract of land, developed with a house addressed as 154/156 Center Church Road, and identified as Lee County tax parcel 9631-34-9072-00. Tract 2 is a 1.19 acre tract of land developed with a house addressed as 124 Center Church Road, and identified as Lee County tax parcel 9631-44-1034-00. Tract 3 is a 14.5 acre vacant tract of land that adjoins the Tramway Crossing Shopping Center to the rear, and is identified as Lee County tax parcel 9631-44-0754-00. All parcels are identified on Lee County Tax Map 9631.03 and 9631.01.

The public is cordially invited to attend. Further information may be obtained from the Sanford/Lee County Zoning & Design Review Department, 115 Chatham Street, Suite 1, Sanford, NC 27330 or by calling (919) 718-4656. Upon request and with 24-hour notice, the County will provide an interpreter for the hearing impaired or any other type of auxiliary aid.

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

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The City of Sanford has received an Annexation Petition for the two tracts of land fronting Center Church Road identified as 9631-34-9072-00 and 9631-44-1034-00, which are included with the subject property described below as item number two. When/if the subject property is annexed into the corporate City limits, for which the public hearing will also be held on September 15th, the Sanford City Council must assign a zoning district to the land within 60 days of the effective date of annexation (the zoning does not automatically stay the same). Therefore, the following application for a Zoning Map Amendment/Rezoning has also been submitted to the City of Sanford for review by the Planning Board and the City Council so that when/if the property is annexed, the applicant may move forward with the request to assign a zoning district to the land in a timely manner. The applicant would like to have the land annexed into the

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By Bonnie Davis, City Clerk

Please publish in the Legal Notices Section of the Sanford Herald on Friday, September 4, 2020 and on Friday, September 11, 2020. If you have any questions regarding this notice, please call Amy McNeill at 919-718-4656, Ext 5397. Please reference this account number (30031885) on the invoice and refer to as City of Sanford Zoning Notice.

Please send publisher's affidavit to the Sanford/Lee County Community Development Office, P.O. Box 3729, Sanford, NC, Attention: Angela Baker. Thank you.

\$500 FEE



Zoning Map Amendment (Rezoning) Application

Circle Jurisdiction That Applies:

City of Sanford

Lee County

Town of Broadway

1. Applicant Name: Braden Riley (Riley Walker Development)
2. Applicant Address: PO Box 3248 Pinehurst, NC 28734
3. Applicant Telephone: 919-601-1217
4. Name and Address of Property Owner(s) if different than applicant:
ML CONSULTING OF SANFORD LLC PO BOX 487 SANFORD, NC 27331
LAKETREE INC PO BOX 766 SPRING LAKE, NC 28390
5. Location of Subject Property: North side of Center Church Road, west of Tramway Crossing Shopping Center
Lee Co. P.I.N. 9631-44-0754-00, 9631-44-1034-00, 9631-34-9072-00
6. Total Area included in Rezoning Request: 16.43 Acres
7. Zoning Classification: Current: C-2 Requested: MF-12-C
8. Existing Land Use(s): Vacant
9. Reason(s) for Requesting a Zoning Map Amendment (Rezoning): Change of zoning and increase in density beyond general use base zoning.

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

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

Braden Riley
Signature of Property Owner(s) (Sign & Print)

4/30/2020
Date

Required Attachments/Submittals

- A. A completed rezoning application (incomplete applications/submittals will not be accepted or processed).
- B. A copy of a current Lee County Tax Map illustrating the location of the area to be rezoned. If the exterior boundary of the area to be rezoned does not follow along existing property boundaries, then the applicant shall be required to submit a metes and bounds (legal) description describing the area requested for rezoning.
- C. A copy of the latest deed for the subject property as recorded at the Lee County Register of Deeds Office.
- D. A \$500.00 Application fee, payable to the City of Sanford is required before processing the application.
- E. *If the requested rezoning is for a Conditional Zoning District, a Supplemental Application for Conditional Zoning District must also be included, along with an additional \$250.00 fee (\$750 total fee for Conditional Zoning).
- F. Typically, the submission deadline is the first day of each month at 12:00pm/noon for the rezoning to be heard the following month. Specific dates provided upon request.

PUBLIC HEARINGS SUSPENDED JUST BE REVIEWED BY TEC **STAFF USE ONLY** *JUST BE ANSWERED*

Date Received: 4/30/2020 Fee Paid: \$750.00 Application No.: _____

Staff Signature: ALAN NEILL Energov Case No.: _____

L:\Forms & Certifications\Rezoning App (Updated 2018-07-02 by AJMc)

\$750 FEE

*(\$750 Total Conditional Rezoning Fee,
No Standard Rezoning Fee Included with this Request.)*

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

Circle Jurisdiction That Applies:

City of Sanford

Lee County

Town of Broadway

1. Type of Conditional Zoning District (Type 1 or Type 2) Type 2
2. Describe in detail the use(s) requested as part of the Conditional Zoning District (use separate sheet if necessary): Proposal is for a multifamily development in excess of 12 DUA.

3. Describe in detail any additional conditions of development proposed as part of the Conditional Zoning District. Such conditions should include (as applicable):

- The location on the property of the proposed use(s);
- The number of dwelling units;
- The location and extent of supporting facilities such as parking lots, driveways, and access streets;
- The location and extent of all landscaping areas, buffer areas and other special purpose areas
- The timing of development;
- The location and extent of rights-of-way and other areas to be dedicated for public purposes;
- Details on architectural features and scale of proposed structures; and
- The location and extent of any pedestrian elements (sidewalks, trails, etc.).

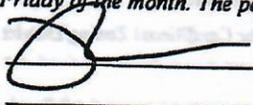
Conditions may be listed on additional, separate sheets if necessary. Additionally, a scaled site plan shall be submitted illustrating all conditions as described in the text.

Proposal is for 252 units on 16.43 acres, yielding 15.34 DUA.

All other regulations from the UDO still apply to the site plan.

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

I hereby acknowledge that by submitting this Conditional Zoning application, I am voluntarily requesting that restrictions on the use of land and/or zoning conditions of development be placed upon the subject property as included in this petition. An application fee in the amount of \$750.00 (see Fee Schedule), payable to The City of Sanford is required before processing the application. The application submission deadline is the second Friday of the month. The petition will be heard the following month at the scheduled public hearing.

 Brenden Riley

4/30/2020

Signature (Sign & Print)

Date

PINE RESERVE APARTMENTS PROJECT DESCRIPTION for CONDITIONAL REZONING

The development of the property described as Pine Reserve Apartments in the submitted exhibits will be completed as a two-phase apartment building community featuring three apartment buildings and a clubhouse in phase one and eight apartment buildings in phase two. The site is currently vacant and is located behind an existing shopping center; there is one environmentally sensitive area on the site, being the wetland, which will divide the two phases.

This community is located north of Center Church Road and west of the Tramway Shopping Center. Primary access to the property will be from Center Church Road with additional access points from the east.

The project will cover a total of approximately 16.43 acres and will consist of 252 units, yielding a density of 15.34 units per acre. All apartment buildings are 3-story and are comprised of 1-, 2- and 3-bedroom units. This density, composed of primarily 2-bedroom units, is proposed to take advantage of the commercial establishments in the area.

The apartment community will provide a pleasing aesthetic through both architecture and vegetation. The architecture follows a traditional massing and is enhanced with a brick base, various siding patterns to add interest and asphalt shingles; colors will be varying earth tones.

The landscape plan not only provides areas for saved trees and ample buffers, but also incorporates much additional vegetation and additional color and feel to the community. This mix of complementary architecture and varied vegetation for the community will also help transition from other surrounding uses to the surrounding commercial uses to the east. Sidewalks will be located throughout the community and will provide pedestrian access to the shopping center.

All property setbacks follow the UDO. Public water and sewer utilities are readily available for the project and any cost to modify or change these utilities to serve the proposed development will be borne by the developer.



NC Department of Transportation | Division of Highways

SUBJECT Trip Gen

PROJECT Proposed Apartment Buildings

PREPARED BY RRM

COUNTY Lee County

DATE 01-29-2020

STATION SR 1303(Center Church Rd.)

Tramway Apartments

Apartment Complex will have approximately 264 units. There will be three access points, 1 off US 1, and 2 off SR 1303.

Land Use: 220, Apartment, Weekday, PM peak Hour of Generator, PG: 310, Average Rate: 0.67, with 61% Entering and 39% Exiting.

NC 78 ADT = 13,500 in 2018. Assuming a 2% growth rate and a completion year of 2022, ADT = 14,613.

US 1 ADT = 36,500 in 2018. Assuming a 2% growth rate and a completion year of 2022, ADT = 39,510.

$264 \text{ units} \times 0.67 = 177 \text{ Trips}$, 108 Entering Trips 69 and Exiting Trips

$14,613 / 2 \text{ lanes} \times 10\% \text{ Peak Hour} = 731 \text{ vph}$ of opposing traffic volume on SR 1303.
 $39,510 / 4 \text{ lanes} \times 10\% \text{ Peak Hour} = 988 \text{ vph}$ of oppsing traffic volume on US 1.

Assume 70% of Entering Trips will use Drive off US1, = 76 trips

Assume 30% of Entering Trips will use Entrances off SR 1303 = 32 trips, with 75% of those trips using Main Entrance = 24 trips, and 25% using Secondary Entrance = 8 trips.

Assume total trips are distributed as follows:

SR 1303 Main Entrance: Right-in = 90%, 22 trips
 Left-in = 10%, 2 trips

SR 1303 Secondary Entrance: Right-in = 90%, 7 trips
 Left-in = 10%, 1 trips

US 1 Entrance: Right-in = 90%, 68 trips
 Left-in = 10%, 8 trips

Recommendation:

Per the graph below, a 50 ft. Right Turn lane with appropriate tapers will be required at the Main Entrance on SR1303.

Also, a 125 ft. Right Turn lane was triggered at US 1 Entrance. Note that there is an existing Right Turn Lane on US 1 that is approximately 150 ft. long that meets this requirement.

TRAMWAY APARTMENTS

CONCEPT PLAN

TRAMWAY, NORTH CAROLINA

DECEMBER 27, 2019



TRAMWAY APARTMENTS

CONCEPT PLAN

TRAMWAY, NORTH CAROLINA

DECEMBER 27, 2019

New gravity sewer mains shall be 8"
New water mains shall be 8"
New Sewer Force Main shall be 4" to carry 103 gallons per minute peaked sewer flow $(59,040/1440) \times 2.5 = 103$ gpm



Development Tabulation

Total Acreage	= +/- 16.43 acres
Number of Units	= 264 units (16 DUA)
- 1 Bedroom	= 60 units
- 2 Bedroom	= 168 units
- 3 Bedroom	= 36 units
Parking Required	= 414 spaces
Parking Provided	= +/- 475 spaces (All spaces 9' x 18' with 24' wide drive aisle)
Open Space Required	= +/- 1.64 acres (10%)
Open Space Provided	= +/- 4.10 acres (+/- 25 %)
All perimeter setbacks are a minimum of 20'	



PINE RESERVE APARTMENT
CONCEPTUAL FRONT ELEVATION

- NOTES:**
- BASE TO BE BRICK
 - SIDING TO BE VINYL IN DIFFERENT PATTERNS TO ADD INTEREST
 - WINDOWS TO BE VINYL CLAD
 - ROOF SHINGLES TO BE ARCHITECTURAL ASPHALT SHINGLES
 - COLOR TO BE VARYING EARTH TONES



PINE RESERVE APARTMENT
CONCEPTUAL REAR ELEVATION

- NOTES:**
- BASE TO BE BRICK
 - SIDING TO BE VINYL IN DIFFERENT PATTERNS TO ADD INTEREST
 - WINDOWS TO BE VINYL CLAD
 - ROOF SHINGLES TO BE ARCHITECTURAL ASPHALT SHINGLES
 - COLOR TO BE VARYING EARTH TONES



PINE RESERVE APARTMENT
CONCEPTUAL SIDE ELEVATION

NOTES:

- BASE TO BE BRICK
- SIDING TO BE VINYL IN DIFFERENT PATTERNS TO ADD INTEREST
- WINDOWS TO BE VINYL CLAD
- ROOF SHINGLES TO BE ARCHITECTURAL ASPHALT SHINGLES
- COLOR TO BE VARYING EARTH TONES

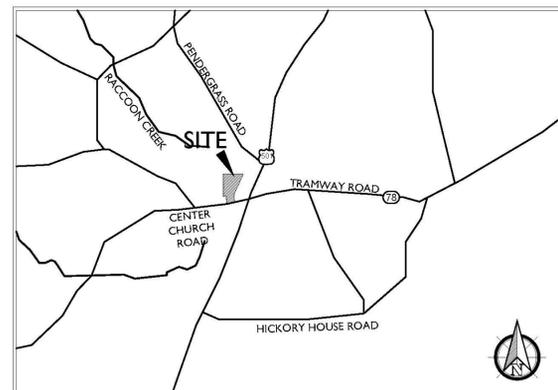
PINE RESERVE APARTMENTS

CONDITIONAL REZONING DOCUMENTS

SANFORD, NORTH CAROLINA

MAY 1, 2020

PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)



VICINITY MAP

NTS

SHEET INDEX

SHEET NO.	TITLE	SET DATE	REVISIONS
COVER			
L - 0.0	EXISTING CONDITIONS	2020-04-28	
L - 1.0	OVERALL SITE PLAN AND UTILITIES CONCEPT	2020-04-28	
L - 1.1	SITE PLAN	2020-04-28	
L - 1.2	SITE PLAN	2020-04-28	
L - 2.0	LANDSCAPE PLAN	2020-04-28	
L - 2.1	LANDSCAPE PLAN	2020-04-28	
L - 2.2	LANDSCAPE SCHEDULE & NOTES	2020-04-28	
L - 2.3	LANDSCAPE DETAILS	2020-04-28	

PROPERTY INFORMATION:

ML CONSULTING OF SANFORD, NC
 P.O BOX 487
 SANFORD, NC 27331
 (PIN #: 963144075400)

AND

LAKE TREE, INC.
 P.O BOX 766
 SPRING LAKE, NC 28390
 (PIN #: 963134907200 and 963144103400)

APPLICANT:

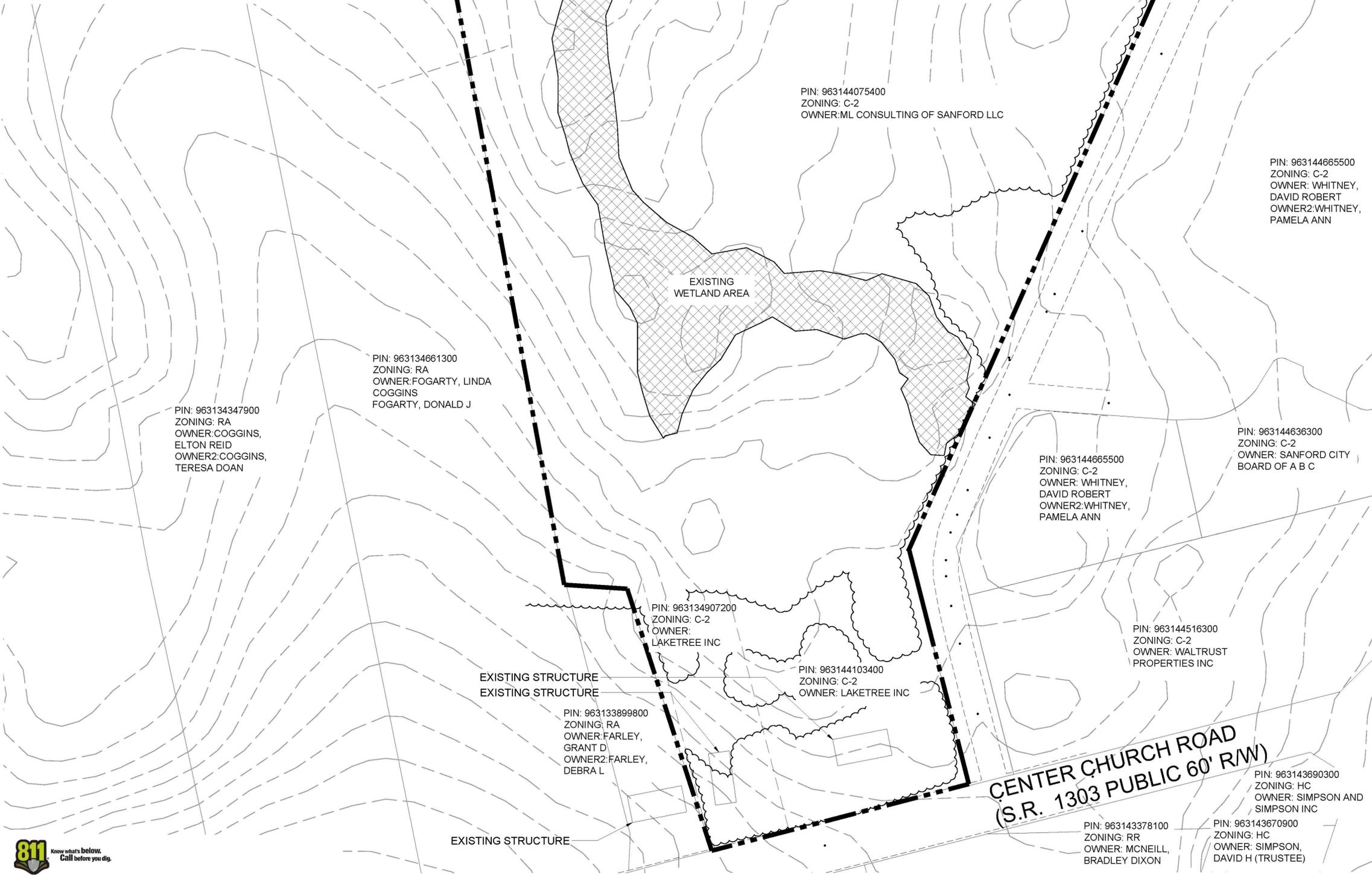
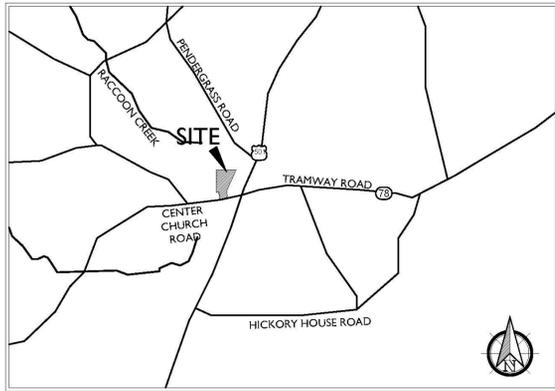
RILEY WALKER DEVELOPMENT
 BRADEN RILEY
 PO BOX 3248
 PINEHURST, NC 28374
 p: (919) 601-1217
 E: randwdevelopment@gmail.com

CONSULTANT:

KOONTZ JONES Design, PLLC
 Bob Koontz, PLA
 150 South Page Street
 Southern Pines, NC 28387
 P: (910) 684.8487
 E: bkoontz@koontzjones.com

PREPARED BY:

KOONTZJONESDesign
 LAND PLANNING | LANDSCAPE ARCHITECTURE



PIN: 963145327000
 ZONING: R-20
 OWNER: JOHNSON, HERMAN C

PIN: 963144075400
 ZONING: C-2
 OWNER: ML CONSULTING OF SANFORD LLC

PIN: 963144665500
 ZONING: C-2
 OWNER: WHITNEY, DAVID ROBERT
 OWNER2: WHITNEY, PAMELA ANN

PIN: 963134347900
 ZONING: RA
 OWNER: COGGINS, ELTON REID
 OWNER2: COGGINS, TERESA DOAN

PIN: 963134661300
 ZONING: RA
 OWNER: FOGARTY, LINDA
 OWNER2: FOGARTY, DONALD J

PIN: 963134907200
 ZONING: C-2
 OWNER: LAKETREE INC

PIN: 963144665500
 ZONING: C-2
 OWNER: WHITNEY, DAVID ROBERT
 OWNER2: WHITNEY, PAMELA ANN

PIN: 963144636300
 ZONING: C-2
 OWNER: SANFORD CITY BOARD OF A B C

PIN: 963144516300
 ZONING: C-2
 OWNER: WALTRUST PROPERTIES INC

PIN: 963144103400
 ZONING: C-2
 OWNER: LAKETREE INC

PIN: 963133899800
 ZONING: RA
 OWNER: FARLEY, GRANT D
 OWNER2: FARLEY, DEBRA L

PIN: 963143378100
 ZONING: RR
 OWNER: MCNEILL, BRADLEY DIXON

PIN: 963143670900
 ZONING: HC
 OWNER: SIMPSON, DAVID H (TRUSTEE)

PIN: 963143690300
 ZONING: HC
 OWNER: SIMPSON AND SIMPSON INC

FLOODPLAIN DATA
 THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X'
 (AREAS OF MINIMAL FLOODING)
 THERE IS NO 100-YEAR FLOODPLAIN ON THE PROPERTY
 THIS SITE NOT LOCATION IN ANY ESTABLISHED WATERSHED

LEGEND
 - - - - - = PROPERTY BOUNDARY
 - - - - - = EXISTING PARCELS
 - - - - - = EXISTING CONTOUR
 - - - - - = EXISTING ROAD
 [Cross-hatched] = EXISTING WETLAND
 [Cloud-like] = EXISTING TREELINE

PROPERTY INFORMATION
PROPERTY OWNER(S):
 PARCEL 1:
 ML CONSULTING OF SANFORD LLC
 LAKETREE INC
 PO BOX 487 SANFORD, NC 27331
APPLICANT(S):
 RILEY WALKER DEVELOPMENT
 PO BOX 3248 PINEHURST, NC 28374
TOTAL WETLAND ACREAGE:
 ±1.89 AC
TOTAL ACREAGE:
 ±16.43 AC

NOTES:
 1.0 ALL CONTOURS ARE SHOWN AT 2' INTERVALS
 BASED ON CITY OF SANFORD GIS DATA.
 2.0 WETLANDS SHOWN DELINEATED BY:
 WETLAND SOLUTIONS, INC
 PO BOX 244
 BUNNLEVEL, NC 28323

PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

REVISIONS:

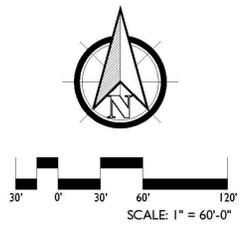
KOONTZJONESDesign
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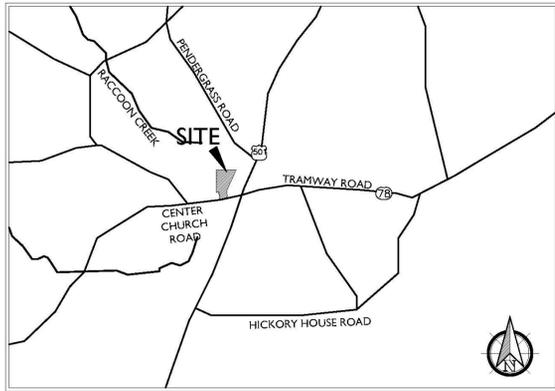
150 S PAGE STREET
 SOUTHERN PINES, NC 28387
 P: (910) 684-8987
 W: www.koontzjonesdesign.com

PINE RESERVE APARTMENTS
 SANFORD, NORTH CAROLINA

EXISTING CONDITIONS

DATE: 2020.04.28
 DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 SCALE: 1" = 60'-0"
 PROJECT #: K01401
 SHEET NUMBER:
L-0.0





GENERAL NOTES:

1. ALL DEVELOPMENT ON THE PROPERTY WILL ADHERE TO THE USES, DIMENSIONAL STANDARDS AND REQUIREMENTS OF REZONING. THE LAYOUT MAY NOT BE AMENDED SUBSTANTIALLY SIGNIFICANTLY WITHOUT SEEKING ADDITIONAL APPROVAL.
2. ALL DEVELOPMENT AND BUILDING PERMITS ARE SUBJECT TO ALL LOCAL, STATE AND FEDERAL PERMITTING GUIDELINES, RULES AND REGULATIONS AND MUST BE APPROVED BY THE CITY OF SANFORD.
3. WETLANDS EXIST ON THE SITE. AS REQUIRED BY LAW, ANY IMPACTS TO WETLANDS MUST BE PERMITTED AND MITIGATED PER THE REQUIREMENTS OF THE ARMY CORPS OF ENGINEERS AND THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES.
4. THE COMMUNITY LIES OUTSIDE OF ANY PROTECTED WATERSHED DISTRICT ESTABLISHED BY NCDWQ. THE PROJECT WILL COMPLY WITH ALL STATE AND LOCAL STANDARDS FOR STORM WATER MANAGEMENT. THE PROJECT WILL UTILIZE BEST MANAGEMENT PRACTICES AND ENGINEERED STORM WATER FACILITIES.
5. STORMWATER WILL BE PROVIDED AS NECESSARY TO MANAGE THE SITE'S RUNOFF. STORMWATER AND EROSION CONTROL PLAN TO BE REVIEWED DURING PERMIT PROCESS.
6. OPEN SPACE WILL BE PROVIDED THROUGHOUT THE COMMUNITY AS REQUIRED BY THE TOWN'S UDO. A MINIMUM OF 10% OF THE SITE MUST BE DEDICATED TO OPEN SPACE, TO BE MAINTAINED BY THE HOA.
7. LANDSCAPE STANDARDS WILL MEET OR EXCEED THE REQUIREMENTS OF THE CITY OF SANFORD UDO PER ARTICLES 7 AND 10.3.2.4.3.
8. ELECTRIC, WATER, SEWER AND GAS UTILITIES ARE READILY AVAILABLE FOR THE SITE. NEW UTILITY LINES WILL BE INSTALLED PER THE POLICIES OF THE LOCAL UTILITY PROVIDERS AND THE CITY OF SANFORD FOR UNDERGROUND UTILITIES.
9. STREET LIGHTING WILL BE DESIGNED IN CONFORMANCE WITH THE REQUIREMENTS OF ARTICLE 10.3.2.4.2.
10. SIGNAGE WILL BE DESIGNED TO ADHERE THE STANDARDS PROVIDED IN ARTICLE 11 OF THE UDO. A UNIFIED SIGN PLANS MAY BE PROVIDED FOR THE OVERALL PROPERTY.
11. CLUBHOUSE BUILDING FOOTPRINT AND POOL DESIGN SHOWN FOR ILLUSTRATIVE PURPOSE. THERE FACILITIES TO BE DESIGNED IN DETAIL AT A LATER DATE AND PERMITTED THROUGH THE CITY OF SANFORD.
12. LIGHTING PLAN TO BE PROVIDED DURING DETAILED DESIGN PHASE AND ADHERE TO CITY OF SANFORD UDO STANDARDS.
13. DEVELOPMENT OF THE PROJECT TO OCCUR IN TWO PHASES. EACH PHASE MAY BE DEVELOPED INDIVIDUALLY OR BOTH PHASES MAY BE DEVELOPED AT ONE TIME. INDIVIDUAL BUILDING MAY BE PHASED AND CONSTRUCTED IN SEQUENCE ONCE UTILITY INFRASTRUCTURE IS MADE AVAILABLE.
14. GENERAL LOCATIONS OF STORMWATER MANAGEMENT FACILITIES ARE SHOWN ON THESE PLANS. DRAINAGE FLOW ARROWS ARE INDICATED TO SHOW PATH OF WATER TO THESE FACILITIES.



LEGEND

- - - - - = PROPERTY BOUNDARY
- - - - - = EXISTING PARCELS
- - - - - = EXISTING CONTOUR
- - - - - = EXISTING ROAD
- - - - - = PROPERTY 20' SETBACK
- - - - - = STORMWATER MANAGEMENT AREA
- - - - - = PROPOSED SEWER LINE
- - - - - = PROPOSED SEWER FORCE MAIN
- - - - - = PROPOSED SEWER LINE
- - - - - = EXISTING WETLAND
- - - - - = DRAINAGE ARROW
- - - - - = POTENTIAL TREE SAVE AREA

PROPERTY INFORMATION

JURISDICTION: CITY OF SANFORD
 CURRENT ZONING: C-2 (RESIDENTIAL HOMES AND VACANT PARCEL)
 REQUESTED ZONING: MF-12-C (APARTMENT COMMUNITY)

ACREAGE: +/- 16.43 AC
 IMPERVIOUS: 8.20 AC
 PHASE 1: +/- 10.20 AC
 PHASE 2: +/- 16.23 AC

TOTAL PROPOSED UNITS: 252 (15.34 DUA)
 1-BEDROOM: 42 UNITS
 2-BEDROOM: 174 UNITS
 3-BEDROOM: 36 UNITS

SETBACKS:
 FRONT: 20'
 SIDE: 20'
 REAR: 20'

PARKING:
 1 BEDROOM UNITS: 42 @ 1.5 SPACE/UNIT = 63 SPACES
 2 BEDROOM UNITS: 174 @ 1.5 SPACE/UNIT = 261 SPACES
 3 BEDROOM UNITS: 36 @ 2 SPACE/UNIT = 72 SPACES
 REQUIRED TOTAL: 396 SPACES

PROVIDED TOTAL: 422 SPACES
 REQUIRED ADA SPACES: 12 (11 CAR AND 1 VAN)
 PROVIDED ADA SPACES: 13 (11 CAR AND 2 VAN)

TOTAL OPEN SPACE: +/- 3.5 AC (21%) (REQUIRED 1.65 AC (10%))
 RECREATIONAL OPEN SPACE: +/- 0.80 AC

UTILITY NOTE

NEW GRAVITY SEWER MAINS SHALL BE 8"
 NEW WATER MAINS SHALL BE 8"
 NEW SEWER FORCE MAIN SHALL BE 4" TO CARRY 103 GALLONS PER MINUTE PEAKED SEWER FLOW (59,040/1440) X 2.5 = 103 GPM

PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

KOONTZJONESDesign
 LAND PLANNING | LANDSCAPE ARCHITECTURE

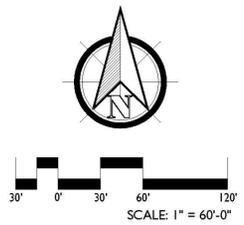
150 S PAGE STREET
 SOUTHERN PINES, NC 28387
 P: (910) 681-8987
 W: www.koontzjonesdesign.com

REVISIONS:

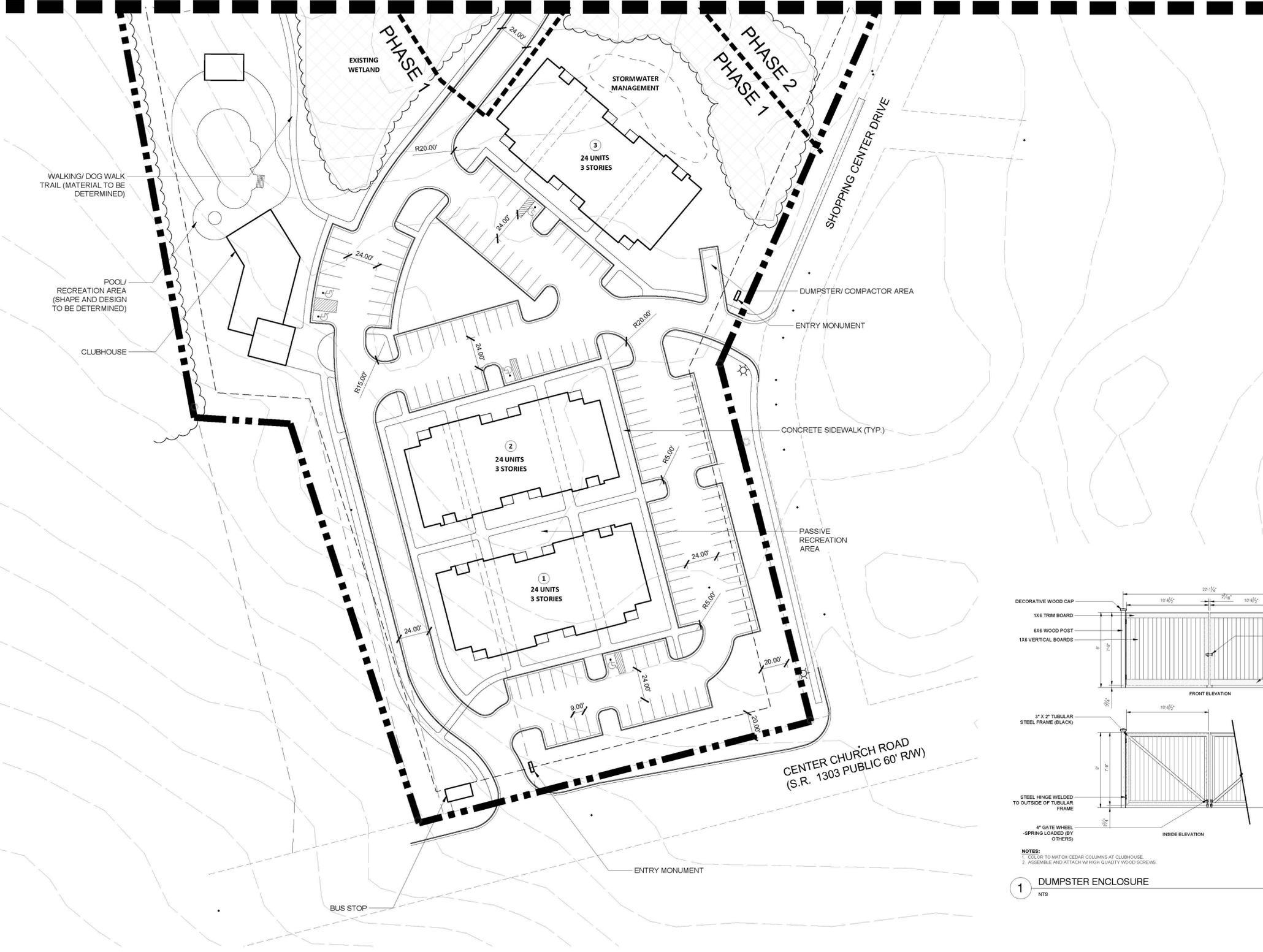
PINE RESERVE APARTMENTS
 SANFORD, NORTH CAROLINA

OVERALL SITE PLAN AND UTILITIES CONCEPT

DATE: 2020.04.28
 DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 SCALE: 1" = 60'-0"
 PROJECT #: KD1401
 SHEET NUMBER: L-1.0

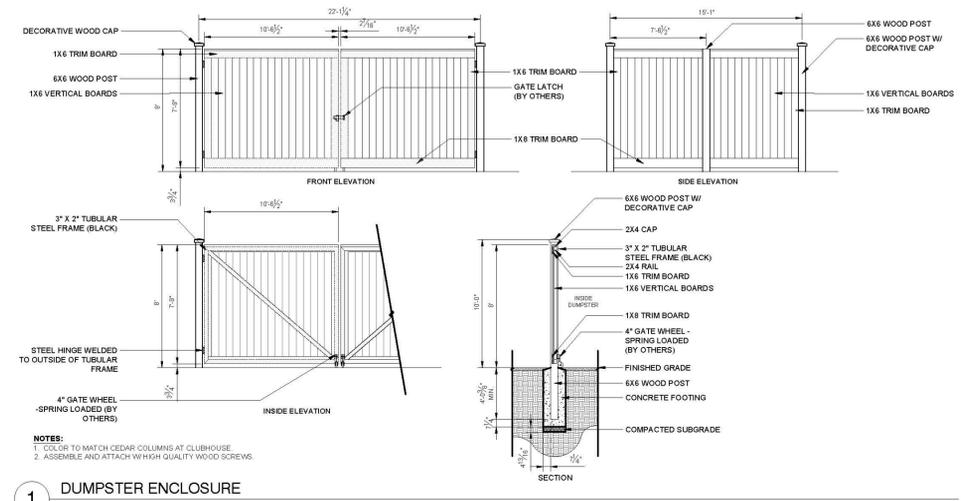


MATCHLINE-SEE SHEET L-1.2



LEGEND

- = PROPERTY BOUNDARY
- = EXISTING PARCELS
- = EXISTING CONTOUR
- = EXISTING ROAD
- = PROPERTY 20' SETBACK
- = STORMWATER MANAGEMENT AREA
- = EXISTING WETLAND
- = POTENTIAL TREE SAVE AREA



PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

KOONTZJONESDesign
LAND PLANNING | LANDSCAPE ARCHITECTURE

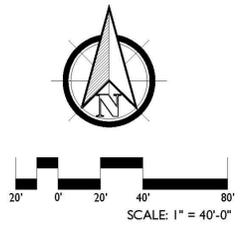
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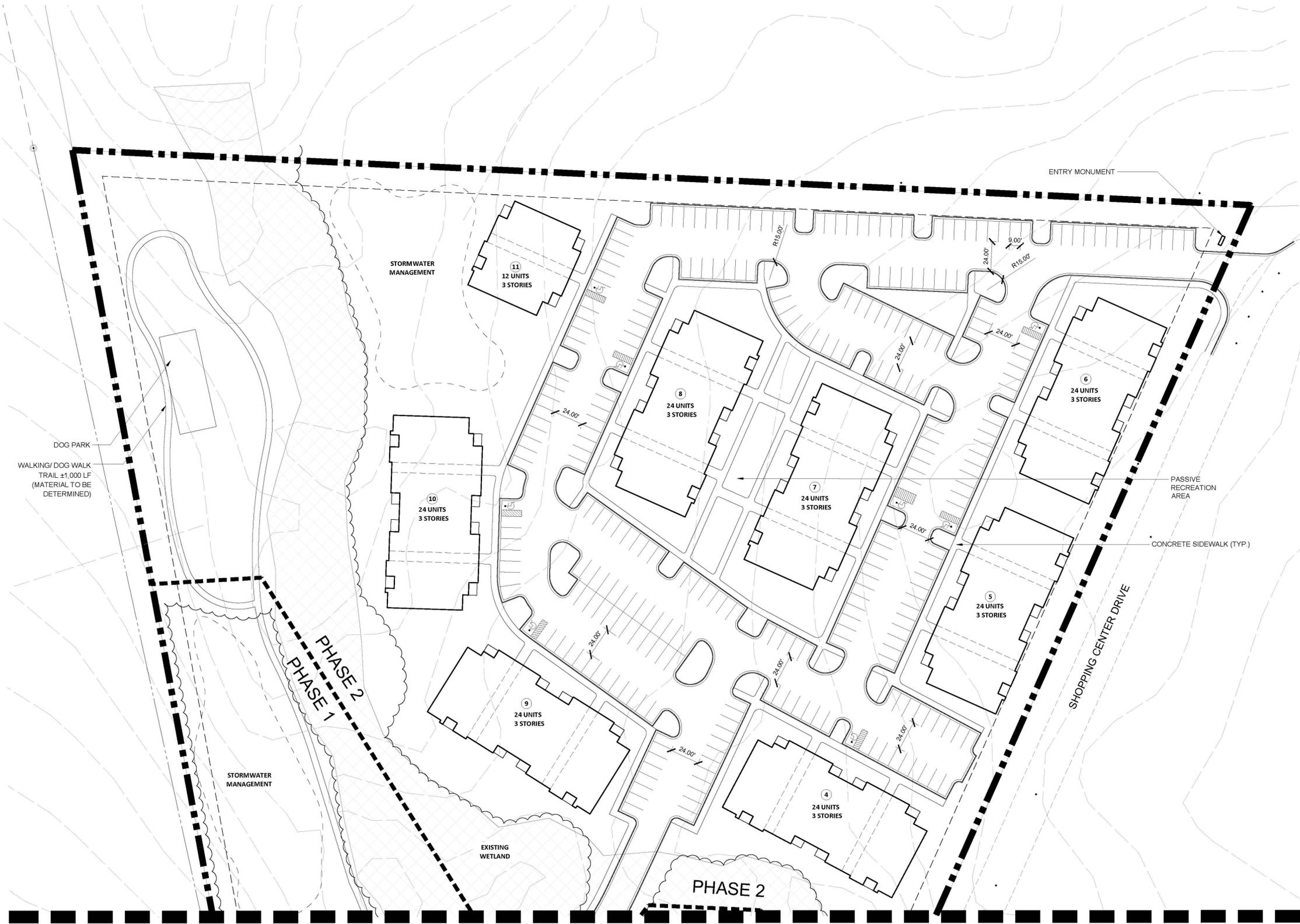
REVISIONS:

PINE RESERVE APARTMENTS
SANFORD, NORTH CAROLINA

SITE PLAN

DATE: 2020.04.28
DESIGNED BY:
DRAWN BY:
CHECKED BY:
SCALE: 1" = 40'-0"
PROJECT #: KD1401
SHEET NUMBER:
L-1.1





LEGEND

- = PROPERTY BOUNDARY
- = EXISTING PARCELS
- = EXISTING CONTOUR
- = EXISTING ROAD
- = PROPERTY 20' SETBACK
- = STORMWATER MANAGEMENT AREA
- = EXISTING WETLAND
- = POTENTIAL TREE SAVE AREA

PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

KOONTZJONESDesign
 LAND PLANNING | LANDSCAPE ARCHITECTURE

150 S PAGE STREET
 SOUTHERN PINES, NC 28387
 P: (910) 684-8487
 W: www.koontzjonesdesign.com

REVISIONS:

PINE RESERVE APARTMENTS
 SANFORD, NORTH CAROLINA

SITE PLAN

DATE: 2020.04.28
 DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 SCALE: 1" = 40'-0"
 PROJECT #: KD1401
 SHEET NUMBER#:
L-1.2

MATCHLINE-SEE SHEET L-1.1

SCALE: 1" = 40'-0"



MATCHLINE-SEE SHEET L-2.1



1.0 LANDSCAPE NOTES:

- 1.1 THIS PLAN IS FOR LANDSCAPE PURPOSES ONLY.
- 1.2 UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED BY THE OWNER, LANDSCAPE ARCHITECT, OR THEIR REPRESENTATIVES. PLEASE CALL BEFORE YOU DIG.
- 1.3 THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT RESULT FROM THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY UNDERGROUND UTILITIES TO REMAIN.
- 1.4 THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO ENSURE THAT THE NEW WORK SHALL FIT INTO THE EXISTING SITE IN THE MANNER INTENDED AND AS SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO PERFORMING ANY WORK IN THE AREA INVOLVING DISCREPANCIES. NOTIFICATION SHALL BE MADE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATING TO THE AREA.
- 1.5 ALL WORK SHALL MEET OR EXCEED THE REQUIREMENTS OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES AND REQUIREMENTS.
- 1.6 IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PERFORM ALL WORK IN A MANNER THAT PROTECTS COMPLETED WORK BY OTHERS, SUCH AS CURBS, UTILITIES, STORM DRAINAGE, FENCES, DRIVEWAY APRONS, DRIVES, VEGETATION, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF SATISFACTORY REPAIR OF ALL DAMAGES IN KIND RESULTING FROM HIS/HER FAILURE TO COMPLY. ALL UTILITY LINES SHALL BE LOCATED UNDERGROUND.
- 1.7 THE CONTRACTOR IS TO VERIFY ALL QUANTITIES SHOWN ON THE PLAN AND IN THE PLANT SCHEDULE. IF DISCREPANCIES OCCUR, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY. QUANTITIES OF PLANTS SHOWN BY LANDSCAPE SYMBOLS SHALL GOVERN OVER THE QUANTITIES SHOWN IN THE PLANT SCHEDULE.
- 1.8 ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT. THE OWNER SHALL RECEIVE TAGS FROM EACH PLANT SPECIES AND A LIST OF PLANT SUPPLIERS. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL MEET THE NORMAL REQUIREMENTS FOR THE VARIETY OR CULTIVAR PER THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN (AAN). PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT.
- 1.9 NO SUBSTITUTIONS OF PRODUCTS, PLANT TYPES OR SIZES SHALL BE MADE WITHOUT WRITTEN APPROVAL OF THE OWNER, LANDSCAPE ARCHITECT, AND MUNICIPAL REVIEW AGENCY. REQUESTS FOR SUBSTITUTION SHALL BE IN WRITING, AND SHALL STATE THE REASONS FOR THE SUBSTITUTION REQUEST, THE SUGGESTED ALTERNATIVE, AND THE CHANGES IN COST. REQUESTS FOR SUBSTITUTION IN PLANT MATERIAL SHALL STATE THE NAMES OF NURSERIES WHO HAVE BEEN UNABLE TO SUPPLY THE ORIGINALLY SPECIFIED MATERIAL.
- 1.10 PLANTING SHALL ONLY OCCUR DURING SPECIFIED PLANTING SEASONS. SPRING SEASON SHALL BE FROM MARCH 1 TO JUNE 15. FALL PLANTING SEASON SHALL BE FROM SEPTEMBER 15 TO NOVEMBER 15.
- 1.11 THE CONTRACTOR SHALL GUARANTEE ALL LANDSCAPE IMPROVEMENTS, INCLUDING SEEDING, FOR ONE FULL YEAR AS REQUIRED BY THE SPECIFICATIONS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL PLANT MAINTENANCE DURING THE GUARANTEE PERIOD.
- 1.12 INSTALLED UNIT PRICES FOR ALL PLANT MATERIAL SHALL BE SUPPLIED TO THE OWNER AND LANDSCAPE ARCHITECT AT THE TIME OF BIDDING.
- 1.13 THE LANDSCAPE CONTRACTOR IS SUBJECT TO RANDOM INSPECTIONS BY THE OWNER AND/OR THE OWNER'S REPRESENTATIVE AT ANY TIME DURING THE INSTALLATION PROCESS.

2.0 BUFFERS

- 2.1 ALL PLANTINGS AND LANDSCAPE PLAN TO MEET OR EXCEED THE CITY OF SANFORD STANDARDS SET FORTH IN ARTICLE 7 OF THE UDO.
- 2.2 LANDSCAPE SUBSTITUTIONS MAY BE MADE BASED ON AVAILABILITY AS LONG AS INTENT IS MAINTAINED.
- 2.3 IRRIGATION TO BE PROVIDED.

PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

KOONTZJONESDesign
 LAND PLANNING | LANDSCAPE ARCHITECTURE

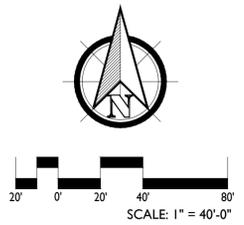
150 S PAGE STREET
 SOUTHERN PINES, NC 28387
 P: (910) 684-8487
 W: www.koontzjonesdesign.com

REVISIONS:
1. LANDSCAPE REVISIONS AS PER LIGHTING PLAN

PINE RESERVE APARTMENTS
 SANFORD, NORTH CAROLINA

LANDSCAPE PLAN

DATE: 2020.08.04
 DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 SCALE: 1" = 40'-0"
 PROJECT #: KD1401
 SHEET NUMBER:
L-2.0



**CITY OF SANFORD
CITY COUNCIL AND PLANNING BOARD
PUBLIC HEARING INFORMATION
SEPTEMBER 15, 2020**

APPLICATION# 2020-0902 TO AMEND THE SANFORD ZONING MAP

The City of Sanford has received an Annexation Petition for the two tracts of land fronting Center Church Road identified as 9631-34-9072-00 and 9631-44-1034-00, which are included with the subject property. When/if the subject property is annexed into the corporate City limits, for which the public hearing will also be held on September 15th, the Sanford City Council must assign a zoning district to the land within 60 days of the effective date of annexation (the zoning does not automatically stay the same). Therefore, the following application for a Zoning Map Amendment/Rezoning has also been submitted to the City of Sanford for review by the Planning Board and the City Council so that when/if the property is annexed, the applicant may move forward with the request to assign a zoning district to the land in a timely manner. The applicant would like to have the land annexed into the corporate City limits rezoned in order to develop a multi-family apartment community that would be served with public water and sewer.

Applicant & Owner: Riley & Walker Development, LLC | Mr. Braden Riley, Managing Member
Request: Rezone from General Commercial (C-2) to Multi-family-12 Conditional Zoning District (MF-12-C)
Location: 154/156 Center Church Road, 124 Center Church Road and a vacant adjoining lot
Township: Pocket
Council Ward: Ward 1
Schools: Greenwood (Lee Co.) & JR Ingram Elementary Schools (City of Sanford) SanLee Middle School, and Southern Lee High School
Fire District: Tramway Fire Dept. (Lee Co.) & City Station #3 (City of Sanford)
Tax Parcels: 9631-34-9072-00, 9631-44-1034-00, and 9631-44-0754-00
Adjacent Zoning:
 North: Residential Single-family (R-20)
 South: Residential Agricultural (RA) – Lee County
 East: General Commercial (C-2)
 West: Residential Agricultural (RA) – Lee County

Introduction: Braden Riley of Riley & Walker Development has submitted a request to rezone 16.43 acres to allow for the development of the site as a multi-family apartment community; therefore, he has submitted a rezoning request for your consideration.

Site and Area Description: The subject property is located west of the intersection of US Hwy 1/Jefferson Davis Hwy and Center Church Road. It is to the rear of the Tramway Crossing shopping center and has frontage on Center Church Road.

Surrounding Land Uses:

- North: Vacant tract of land that is wooded and has an area of floodplain

2020-0902

- South: Opposite, Center Church Road is wooded vacant land
- East: Tramway Crossing shopping center zoned General Commercial (C-2)
- West: Wooded vacant land

Zoning District Information

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

Proposed Zoning: The proposed zoning is the Multi-family-12 Conditional Zoning District (MF-12-C). A conditional zoning district allows a property owner to place additional conditions upon an existing, equivalent conventional, general use zoning district. A Conditional Zoning District Type 2 is a conditional zoning district created for the purpose of allowing a property owner to place additional conditions upon an existing, equivalent conventional, general use zoning district. Conditional Zoning District Type 2 would be the preferred zoning approach if a petitioner desired to (a) to reduce or narrow the number of permitted uses and/or (b) impose higher level design standards than that which exists within an equivalent general use zoning district. Conditional Zoning District Type 2 would also be practical in situations where a petitioner desires to install or construct additional buffers or other physical features that would serve to increase the protection afforded neighboring properties and/or the appearance of the proposed development. It is also understood that such a district would need to be designed so as to maintain the integrity and characteristics of the surrounding community as well as conform to the spirit and intent of the UDO.

Only the property owner of a proposed Conditional Zoning District Type 2 shall be eligible to apply for rezoning to a Conditional Zoning District. The owner shall specify the use of the property and shall propose additional conditions to ensure compatibility between the development and the surrounding neighborhood. The conditions shall include all of the following (as applicable):

- The location on the property of the proposed use(s);
- The number of dwelling units;
- The location and extent of supporting facilities such as parking lots, driveways, and access streets;
- The location and extent of buffer areas and other special purpose areas;
- The timing of development;
- The location and extent of rights-of-way and other areas to be dedicated for public purposes;
- And any other such conditions the applicant may wish to propose.

The application shall include a site plan and detailed narrative text that specifies the conditions that will govern the development and use of the property. Any conditions in association with a Conditional Zoning District and so authorized shall be perpetually binding upon the property included in such Conditional Zoning District.

Multi-family-12 Conditional Zoning District (MF-12-C)

- The location of the subject property is illustrated on the plans submitted with the application.
- 252 apartment units are proposed on 16.43 acre, with a density of 15.34 units per acre
- The parking lots, driveways, and access streets; are illustrate on the plans
- The location and extent of buffer areas and other special purpose areas are illustrated on the plans
- The applicant may provide information regarding the timing of the development at the public hearing
- The location and extent of rights-of-way and other areas to be dedicated for public purposes are illustrated on the plans
- And any other such conditions the applicant may wish to propose.

The conceptual site plans and architectural plans illustrate the site design and buildings, street configuration, and the open space areas.

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) – all 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 or a local 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 public water main line that runs parallel to Center Church Road. The developer proposes to extend public sanitary sewer from an existing manhole located in the northwestern corner of US Hwy 1 and Center Church Road. If the rezoning is

2020-0902

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 approximately 300ft of frontage on Center Church Road, a NCDOT maintained public roadway with a 60ft right-of-way. The site plan illustrates a main entrance drive off of Center Church Road and two secondary entrance connections to the adjoining shopping center. All internal drives will be private driveways that will be maintained by the property owner as part of the apartment community.

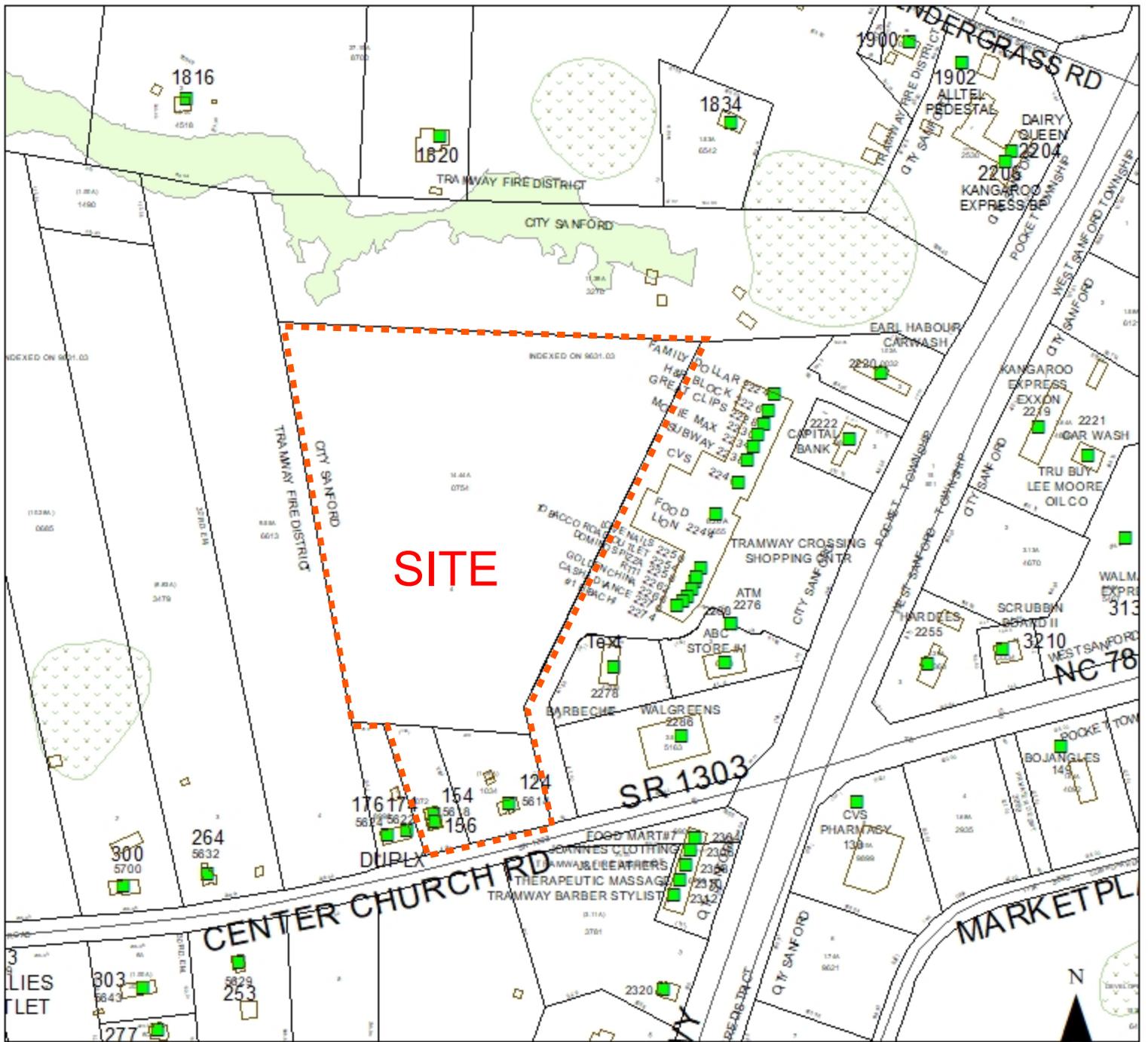
Development Standards: If rezoned, all of the uses permitted in the Multi-family-12 Conditional Zoning District (MF-12-C) would be allowed and any future development of the subject property will be required to correspond with the approved plans or, if the item is not specifically addressed on another manner, meet the current development standards of the UDO. All site (re)development site must comply with the North Carolina State Building Code, the State Fire Code, ADA compliance, and any other application codes and regulations. Simply rezoning the property does not allow someone to occupy the site for a proposed use without compliance with all other applicable codes and regulations. Also, any existing site conditions, such as the removal of the existing structures, should be taken into consideration when/if the site is redesigned.

Public Information Meeting: A public information meeting is scheduled to be held on Thursday, September 10, 2020 to allow the applicant and staff to share information about this request and associated project with the adjoining property owners and other interested parties. This agenda was created prior this date; therefore, information regarding topics of discussion and attendance will be provided during the staff presentation of this report at the public hearing.

Staff Information Regarding a Recommendation from the Planning Board: The recommendation from the Planning Board should include language describing whether or not 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.

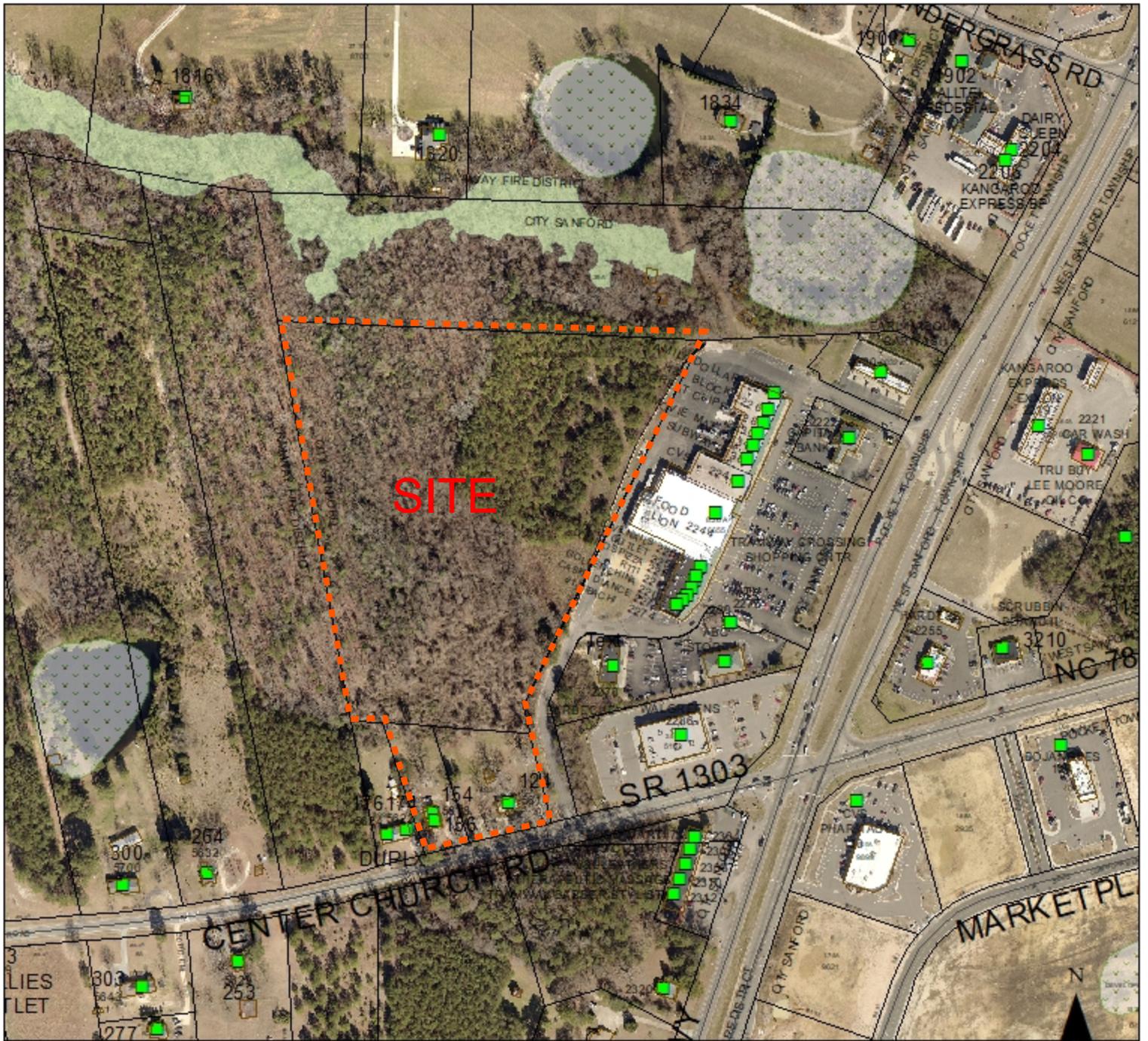
Staff Recommendation:

The *Plan SanLee* land use plan identifies the future land use place type for this tract of land as “Mixed Use Activity Area”, which includes allowing multi-family projects of 16 units per acre and up in an area near a highway interchange/major arterial roadways with a mix of uses, which this project complies with. Also, the Sanford/Lee County Technical Review Committee (TRC) was amenable with the project moving forward for review/approval by the Planning Board and City Council with the design as proposed; therefore, staff recommends that the rezoning request be approved as proposed via the site plan specific conditional zoning process.



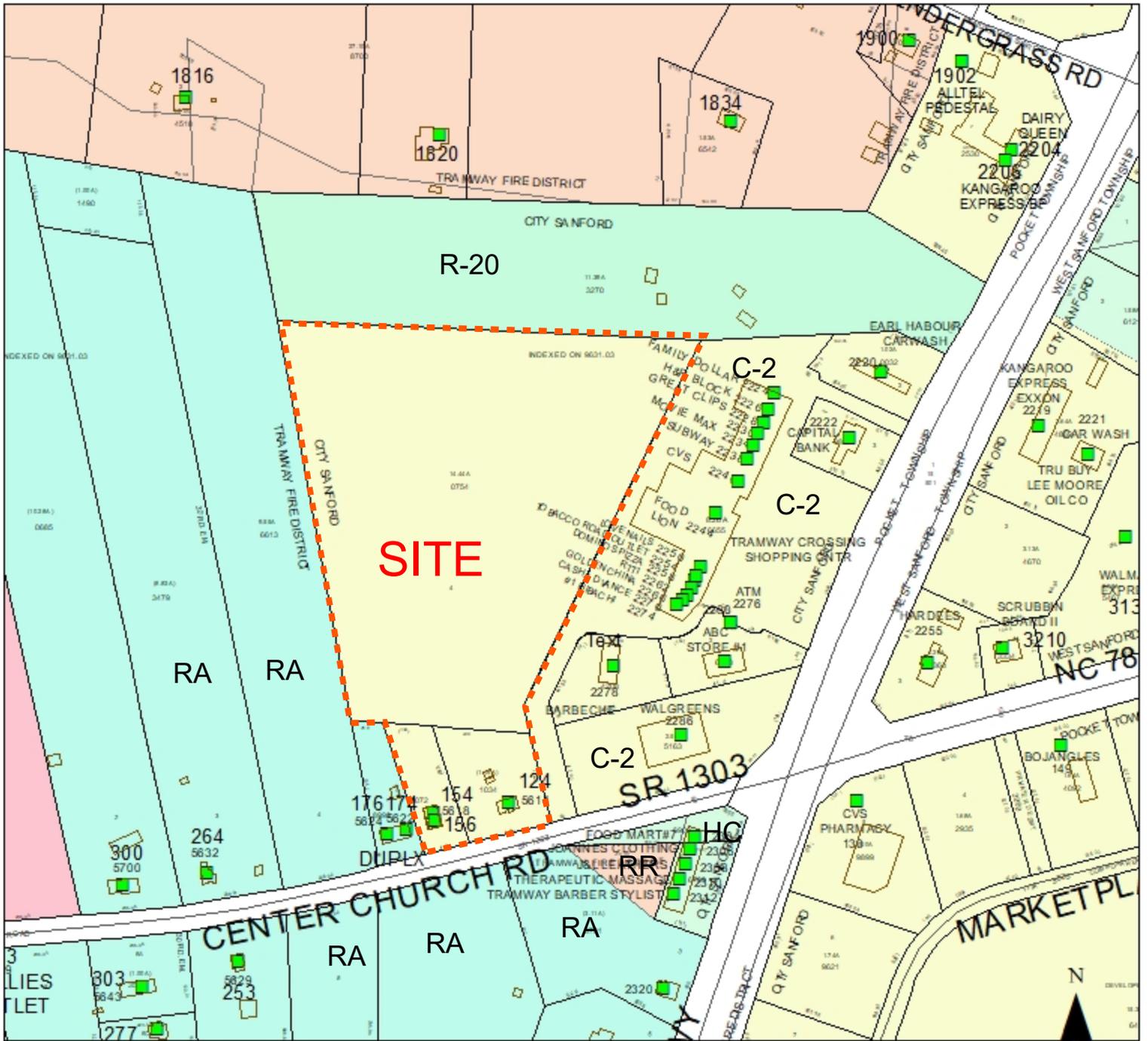
REZONING APPLICATION 2020-0902:
 Application by Riley Walker Development
 to rezone 16.43 acres off of Center Church Road
 from C-2 to MF-12-C.

This is a graphic illustration and not a legal document.
 All information is comprised of layers of data that may or may not align correctly.



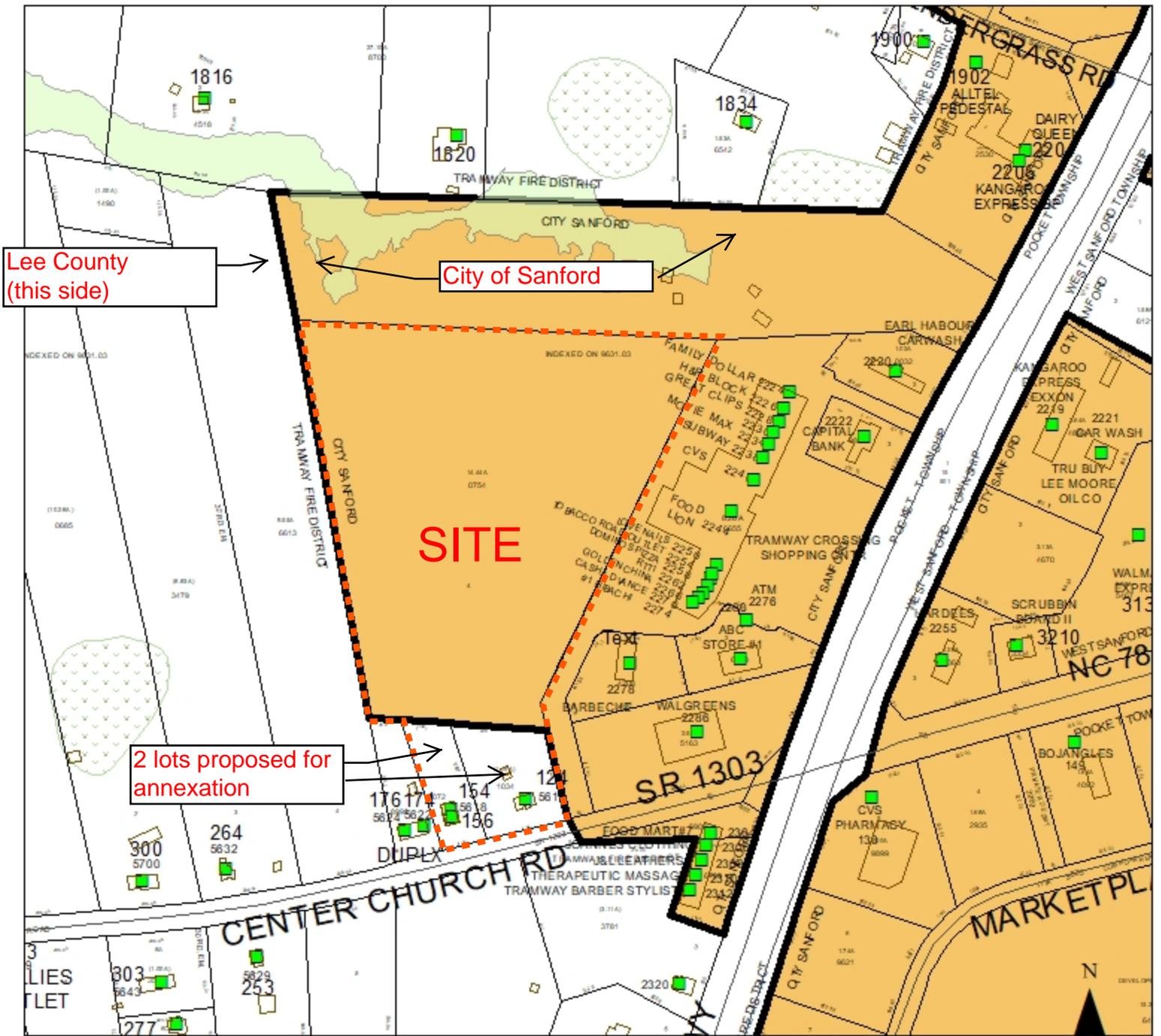
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REZONING APPLICATION 2020-0902:
 Application by Riley Walker Development
 to rezone 16.43 acres off of Center Church Road
 from C-2 to MF-12-C.

This is a graphic illustration and not a legal document.
 All information is comprised of layers of data that may or may not align correctly.



Lee County
(this side)

City of Sanford

2 lots proposed for
annexation

SITE

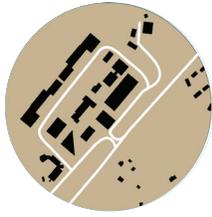
SR 1303

CENTER CHURCH RD

MARKET PL

REZONING APPLICATION 2020-0902:
 Application by Riley Walker Development
 to rezone 16.43 acres off of Center Church Road
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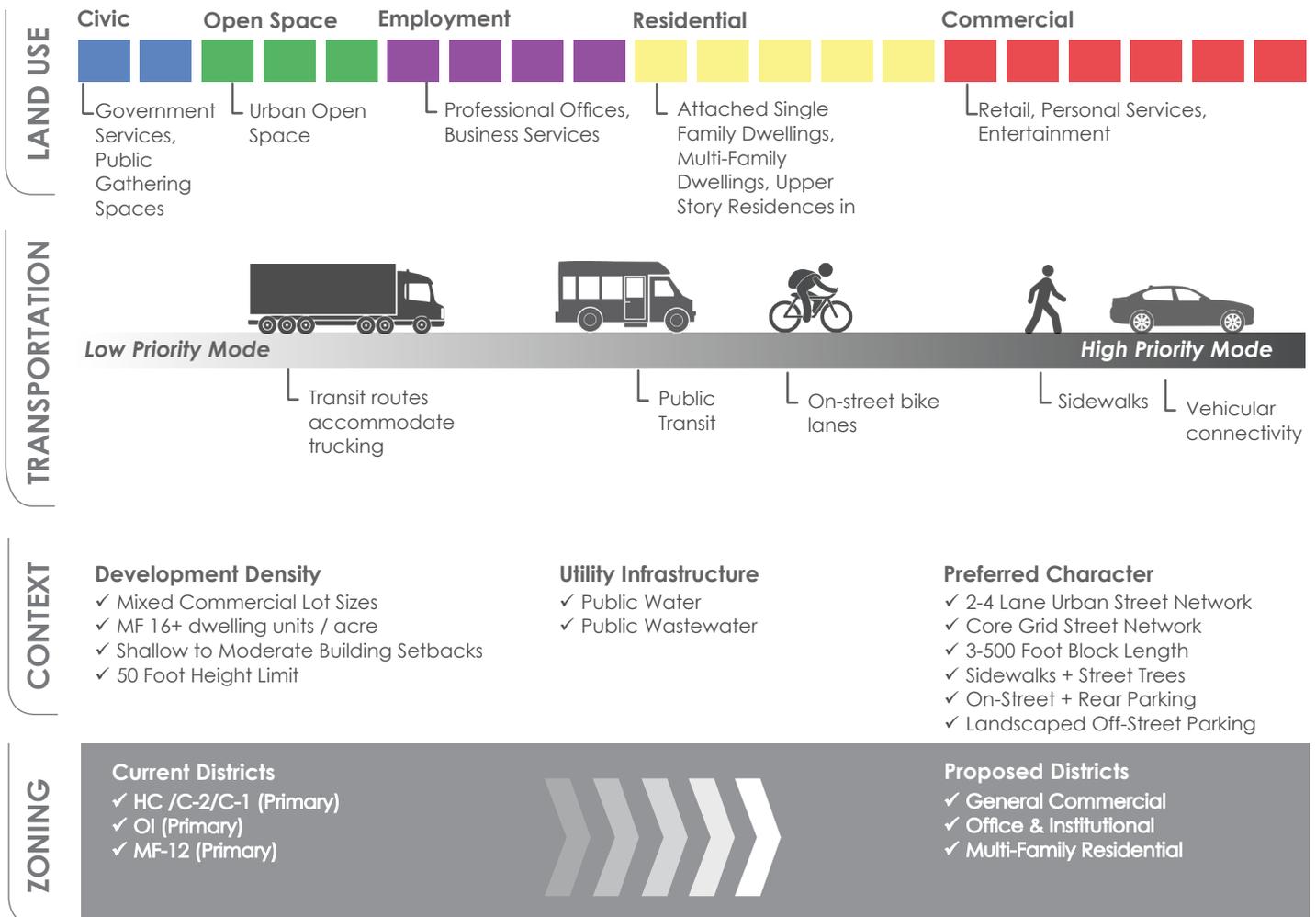
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MIXED USE ACTIVITY CENTER

- ✓ 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



ADJOINING PROPERTY OWNERS LIST

PETITION BY: Riley Walker Development

REQUEST: Rezone from General Commercial (C-2) to Muti-family (MF-12-C) CZ District

LOCATION: 16.43 acres at 154/156 & 124 Center Church Road and an adjoining vacant tract

PIN: 9631-34-9072-00, 9631-44-1034-00 and 9631-44-0754-00

DATE: 2020-09-02

No.	PIN	PROP ADDR	OWNER 1	OWNER2	M #	MAIL ST	MAILCITY	ST	ZIP
01	9631-43-0400-00	0 CENTER CHURCH RD	MCNEILL, BETTY SUE FARRELL	-	2326	JEFFERSON DAVIS HWY	SANFORD	NC	27332
02	9631-43-3781-00	2320 JEFFERSON DAVIS HWY	MCNEILL, BRADLEY DIXON	-	1186	OVERLAKE AVE	FOREST	VA	24551
03	9631-43-6709-00	2304 2312 JEFFERSON DAVIS HWY	SIMPSON, DAVID H (TRUSTEE)	-	503	CARTHAGE ST	SANFORD	NC	27330
04	9631-43-6903-00	2304 JEFFERSON DAVIS HWY	SIMPSON AND SIMPSON INC	-	503	CARTHAGE ST	SANFORD	NC	27330
05	9631-44-5163-00	2286 JEFFERSON DAVIS HWY	WALTRUST PROPERTIES INC	-	-	PO BOX 1159	DEERFIELD	IL	60015
06	9631-44-4208-00	2278 JEFFERSON DAVIS HWY	WHITNEY, DAVID ROBERT	WHITNEY, PAMELA ANN	1904	SANDHILLS BLVD	ABERDEEN	NC	28315
07	9631-44-6363-00	2280 JEFFERSON DAVIS HWY	SANFORD CITY BOARD OF A B C	-	-	PO BOX 967	SANFORD	NC	27331
08	9631-44-6655-00	2224 JEFFERSON DAVIS HWY	TRAMWAY STATION LLC	-	11501	NORTHLAKE DR	CINCINNATI	OH	45249
09	9631-44-9841-00	2222 JEFFERSON DAVIS HWY	TRIANGLE FINANCIAL PROPERTIES LLC	-	2087	76 TH ST	HIALEAH	FL	33016
10	9631-55-0032-00	2220 JEFFERSON DAVIS HWY	HARBOUR WASHES LLC	-	306	MAY FARM RD	PITTSBORO	NC	27312
11	9631-45-3270-00	0 JEFFERSON DAVIS HWY	JOHNSON, HERMAN C	-	300	SHOREHAVEN DR	NORTH MYRTLE BEACH	SC	29582
12	9631-34-6613-00	0 CENTER CHURCH RD	FOGARTY, LINDA COGGINS	FOGARTY, DONALD J	4560	DARNELL DR	SEBRING	FL	33872
13	9631-33-8998-00	174 - 176 CENTER CHURCH RD	FARLEY, GRANT D	FARLEY, DEBRA L	174	CENTER CHURCH RD	SANFORD	NC	27330
14	APPLICANT:	RILEY WALKER DEVELOPMENT	ATT: BRADEN RILEY	-	-	PO BOX 3248	PINEHURST	NC	28734

(0) = Vacant, no addressed structures on the parcel.

ADJACENT PROPERTY OWNERS NOTIFICATION CERTIFICATION

I, Amy J. McNeill, hereby certify that the property owners and adjacent property owners of the following rezoning petitions as indicated on the Lee County Tax Maps were notified by First Class U.S. Mail on Thursday, September 3, 2020.

2020-08-01

1. REZONING APPLICATION / ZONING MAP AMENDMENT: Application by Mike Mazzella for property owned by Village of Cumnock, LLC, to rezone a vacant 153 ± acre tract of land with frontage on Cotten Road, Cumnock Road, and Zimmerman Road for the purpose of marketing/developing a Planned Unit Development (PUD) with the land uses and density illustrated on a plan labeled "Example of Acreage Allocation, Village of Cumnock" submitted as part of the application. The plan illustrates 116.74 acres designated as Residential-Mixed (R-6), 21.42 acres labeled Neighborhood Commercial (NC), 10.08 acres labeled Multi-family (MF-12) and 4.93 acres labeled Multi-family (MF-12). The subject property is zoned Planned Unit Development (PUD) and is identified as Lee County Tax Parcel 9635-04-5989-00. The applicant has requested to keep the current zoning of Planned Unit Development (PUD) as previously assigned by Lee County in 2013.

2020-08-02

2. REZONING APPLICATION / ZONING MAP AMENDMENT: Application by Riley Walker Development for property owned by Pine Reserve, LLC to rezone three adjoining tracts of land totaling 16.43 acres from General Commercial (C-2) to Multi-family (MF-12-C) Conditional Zoning District with the intent being to develop a multi-family apartment community via a site plan specific conditional zoning district. Tract 1 is 0.73 acre tract of land, developed with a house addressed as 154/156 Center Church Road, and identified as Lee County tax parcel 9631-34-9072-00. Tract 2 is a 1.19 acre tract of land developed with a house addressed as 124 Center Church Road, and identified as Lee County tax parcel 9631-44-1034-00. Tract 3 is a 14.5 acre vacant tract of land that adjoins the Tramway Crossing Shopping Center to the rear, and is identified as Lee County tax parcel 9631-44-0754-00. All parcels are identified on Lee County Tax Map 9631.03 and 9631.01.

Signature: AMY J. McNEILL Date: 2020-09-04

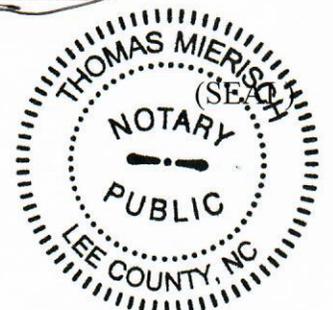
Title: ZONING ADMINISTRATOR

Lee County, North Carolina

I, THOMAS MIERISCH, a Notary Public for Lee County and State of North Carolina do hereby certify that Amy McNeill personally appeared before me on this day and acknowledged the due execution of the foregoing Instrument. Witness my hand and official seal, this the 4TH day of SEPTEMBER, 2020.

[Signature]
Notary Public Signature

My Commission expires 9/30/2023



Sanford/Lee County

Planning and Development
P.O. Box 3729, Sanford, NC 27331-3729

September 3, 2020

Dear Adjacent Property Owner:

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

CITY OF SANFORD PUBLIC NOTICE

Notice is hereby given that the Sanford City Council and Planning Board will hold joint public hearings on Tuesday, September 15, 2020 in the Dennis A. Wicker Conference & Civic Center at 1801 Nash Street, Sanford, N.C. The Boards will consider two (2) applications to amend the Official Zoning Map of the City of Sanford, NC. The hearings will begin at 6:00 p.m. or as soon thereafter as deemed practical by the Board. The rezoning applications are described below:

The City of Sanford has received an Annexation Petition for the property described below as item number one. When/if the subject property is annexed into the corporate City limits, for which the public hearing will also be held on September 15th, the Sanford City Council must assign a zoning district to the land within 60 days of the effective date of annexation (the zoning does not automatically stay the same). Therefore, the following application for a Zoning Map Amendment/Rezoning has also been submitted to the City of Sanford for review by the Planning Board and the City Council so that when/if the property is annexed, the applicant may move forward with the request to assign a zoning district to the land in a timely manner. The applicant would like to have the land annexed into the corporate City limits so that City services (public sewer, etc.) may be utilized in developing the site. The applicant has requested to keep the current zoning of Planned Unit Development (PUD) as previously assigned by Lee County in 2013.

1. **REZONING REQUEST / ZONING MAP AMENDMENT:** Application by Mike Mazzella for property owned by Village of Cumnock, LLC, to rezone a vacant 153 ± acre tract of land with frontage on Cotten Road, Cumnock Road, and Zimmerman Road for the purpose of marketing/developing a Planned Unit Development (PUD) with the land uses and density illustrated on a plan labeled “Example of Acreage Allocation, Village of Cumnock” submitted as part of the application. The plan illustrates 116.74 acres designated as Residential-Mixed (R-6), 21.42 acres labeled Neighborhood Commercial (NC), 10.08 acres labeled Multi-family (MF-12) and 4.93 acres labeled Multi-family (MF-12). The subject property is zoned Planned Unit Development (PUD) and is identified as Lee County Tax Parcel 9635-04-5989-00. The applicant has requested to keep the current zoning of Planned Unit Development (PUD) as previously assigned by Lee County in 2013.

The City of Sanford has received an Annexation Petition for two tracts of land fronting Center Church Road included with the subject property described below as item number two. When/if the subject property is annexed into the corporate City limits, for which the public hearing will also be held on September 15th, the Sanford City Council must assign a zoning district to the land within 60 days of the effective date of annexation (the zoning does not automatically stay the same). Therefore, the following application for a Zoning Map Amendment/Rezoning has also been submitted to the City of Sanford for review by the Planning Board and the City Council so that when/if the property is annexed, the applicant may move forward with the request to assign a zoning district to the land in a timely manner. The applicant would like to have the land annexed into the corporate City limits rezoned in order to develop a multi-family apartment community that would be served with public water and sewer.

2. REZONING APPLICATION / ZONING MAP AMENDMENT: Application by Riley Walker Development for property owned by Pine Reserve, LLC to rezone three adjoining tracts of land totaling 16.43 acres from General Commercial (C-2) to Multi-family (MF-12-C) Conditional Zoning District with the intent being to develop a multi-family apartment community via a site plan specific conditional zoning district. Tract 1 is 0.73 acre tract of land, developed with a house addressed as 154/156 Center Church Road, and identified as Lee County tax parcel 9631-34-9072-00. Tract 2 is a 1.19 acre tract of land developed with a house addressed as 124 Center Church Road, and identified as Lee County tax parcel 9631-44-1034-00. Tract 3 is a 14.5 acre vacant tract of land that adjoins the Tramway Crossing Shopping Center to the rear, and is identified as Lee County tax parcel 9631-44-0754-00. All parcels are identified on Lee County Tax Map 9631.03 and 9631.01.

The public is cordially invited to attend. Further information may be obtained from the Sanford/Lee County Zoning & Design Review Department, 115 Chatham Street, Suite 1, Sanford, NC 27330 or by calling (919) 718-4656. Upon request and with 24-hour notice, the County will provide an interpreter for the hearing impaired or any other type of auxiliary aid.

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

CITY OF SANFORD PUBLIC NOTICE

Notice is hereby given that the Sanford City Council and Planning Board will hold joint public hearings on Tuesday, September 15, 2020 in the Dennis A. Wicker Conference & Civic Center at 1801 Nash Street, Sanford, N.C. The Boards will consider two (2) applications to amend the Official Zoning Map of the City of Sanford, NC. The hearings will begin at 6:00 p.m. or as soon thereafter as deemed practical by the Board. The rezoning applications are described below:

The City of Sanford has received an Annexation Petition for the property described below as item number one. When/if the subject property is annexed into the corporate City limits, for which the public hearing will also be held on September 15th, the Sanford City Council must assign a zoning district to the land within 60 days of the effective date of annexation (the zoning does not automatically stay the same). Therefore, the following application for a Zoning Map Amendment/Rezoning has also been submitted to the City of Sanford for review by the Planning Board and the City Council so that when/if the property is annexed, the applicant may move forward with the request to assign a zoning district to the land in a timely manner. The applicant would like to have the land annexed into the corporate City limits so that City services (public sewer, etc.) may be utilized in developing the site. The applicant has requested to keep the current zoning of Planned Unit Development (PUD) as previously assigned by Lee County in 2013.

1. **REZONING REQUEST / ZONING MAP AMENDMENT:** Application by Mike Mazzella for property owned by Village of Cumnock, LLC, to rezone a vacant 153 ± acre tract of land with frontage on Cotten Road, Cumnock Road, and Zimmerman Road for the purpose of marketing/developing a Planned Unit Development (PUD) with the land uses and density illustrated on a plan labeled “Example of Acreage Allocation, Village of Cumnock” submitted as part of the application. The plan illustrates 116.74 acres designated as Residential-Mixed (R-6), 21.42 acres labeled Neighborhood Commercial (NC), 10.08 acres labeled Multi-family (MF-12) and 4.93 acres labeled Multi-family (MF-12). The subject property is zoned Planned Unit Development (PUD) and is identified as Lee County Tax Parcel 9635-04-5989-00. The applicant has requested to keep the current zoning of Planned Unit Development (PUD) as previously assigned by Lee County in 2013.

The City of Sanford has received an Annexation Petition for the two tracts of land fronting Center Church Road identified as 9631-34-9072-00 and 9631-44-1034-00, which are included with the subject property described below as item number two. When/if the subject property is annexed into the corporate City limits, for which the public hearing will also be held on September 15th, the Sanford City Council must assign a zoning district to the land within 60 days of the effective date of annexation (the zoning does not automatically stay the same). Therefore, the following application for a Zoning Map Amendment/Rezoning has also been submitted to the City of Sanford for review by the Planning Board and the City Council so that when/if the property is annexed, the applicant may move forward with the request to assign a zoning district to the land in a timely manner. The applicant would like to have the land annexed into the

corporate City limits rezoned in order to develop a multi-family apartment community that would be served with public water and sewer.

2. **REZONING APPLICATION / ZONING MAP AMENDMENT:** Application by Riley Walker Development for property owned by Pine Reserve, LLC to rezone three adjoining tracts of land totaling 16.43 acres from General Commercial (C-2) to Multi-family (MF-12-C) Conditional Zoning District with the intent being to develop a multi-family apartment community via a site plan specific conditional zoning district. Tract 1 is 0.73 acre tract of land, developed with a house addressed as 154/156 Center Church Road, and identified as Lee County tax parcel 9631-34-9072-00. Tract 2 is a 1.19 acre tract of land developed with a house addressed as 124 Center Church Road, and identified as Lee County tax parcel 9631-44-1034-00. Tract 3 is a 14.5acre vacant tract of land that adjoins the Tramway Crossing Shopping Center to the rear, and is identified as Lee

The public is cordially invited to attend. Further information may be obtained from the Sanford/Lee County Zoning & Design Review Department, 115 Chatham Street, Suite 1, Sanford, NC 27330 or by calling (919) 718-4656. Upon request and with 24-hour notice, the County will provide an interpreter for the hearing impaired or any other type of auxiliary aid.

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

By Bonnie Davis, City Clerk

Please publish in the Legal Notices Section of the Sanford Herald on Friday, September 4, 2020 and on Friday, September 11, 2020. If you have any questions regarding this notice, please call Amy McNeill at 919-718-4656, Ext 5397. Please reference this account number (30031885) on the invoice and refer to as City of Sanford Zoning Notice.

Please send publisher's affidavit to the Sanford/Lee County Community Development Office, P.O. Box 3729, Sanford, NC, Attention: Angela Baker. Thank you.

RESOLUTION CONFIRMING ASSESSMENT ROLL
AND LEVYING ASSESSMENTS
BOTANY WOODS SEWER EXTENSION

WHEREAS, the City Council of the City of Sanford held a public hearing on the 15th day of September, 2020, after due notice as required by law, on the Preliminary Assessment Roll for the sewer extension of approximately 5,280 linear feet along or near Botany Woods Drive, Windmill Drive, Shannon Drive, Pineknoll Drive, and Wilkins Drive.

WHEREAS, the City Council heard all those present who requested to be heard, and found the said assessment Roll to be proper and correct;

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

1. The Assessment Roll for the sewer extension of approximately 5,280 linear feet along or near Botany Woods Drive, Windmill Drive, Shannon Drive, Pineknoll Drive, and Wilkins Drive is hereby declared to be correct, and is hereby confirmed in accordance with G.S. 160A-228, and the assessments shown thereon are hereby levied pursuant to authority granted by G.S. 160A-216, as attached.

2. The City Clerk is hereby directed to deliver to the City Tax Collector the said Assessment Roll, and the Tax Collector is hereby charged with the collection of the said assessments in accordance with the procedure established by law.

3. The City Tax Collector is hereby directed to publish on the 7th day of October, 2020 a notice of confirmation of the Assessment Roll, which notice shall set forth the terms of payment of the assessments, with the first installment payment becoming due and payable on the 60th day following confirmation, and the succeeding installments to become due and payable on the same date in succeeding years.

Adopted this 15th day of September, 2020 _____ pm.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

Susan C. Patterson, City Attorney

**CITY OF SANFORD
ASSESSMENT ROLL FOR SEWER EXTENSION
BOTANY WOODS SEWER EXTENSION**

Key	Property Owner	Property Address	Pin #	Owner's Address	Lots	Assessed cost
1	Kelly & Sterling Parker	618 Pineknoll Drive, Sanford, NC, 27330	9633-76-7095-00	618 Pineknoll Drive, Sanford, NC, 27330	1	\$ 6,927.91
2	Billy & Rhonda Starling	0 Pineknoll Drive, Sanford, NC, 27330	9633-86-0096-00	2408 Brookwood Trail, Sanford, NC, 27330	1	\$ 6,927.91
3	Virginia B. Brown	608 Pineknoll Drive, Sanford, NC, 27330	9633-86-3009-00	608 Pineknoll Drive, Sanford, NC, 27330	1	\$ 6,927.91
4	Richard & Jennifer Oldham	602 Pineknoll Drive, Sanford, NC, 27330	9633-86-5153-00	602 Pineknoll Drive, Sanford, NC, 27330	1	\$ 6,927.91
5	James & Amy Wilson	619 Pineknoll Drive, Sanford, NC, 27330	9633-75-6736-00	619 Pineknoll Drive, Sanford, NC, 27330	1	\$ 6,927.91
6	Nolan & Deborah Williams	615 Pineknoll Drive, Sanford, NC, 27330	9633-75-9744-00	615 Pineknoll Drive, Sanford, NC, 27330	1	\$ 6,927.91
7	Adrian Benedict	611 Pineknoll Drive, Sanford, NC, 27330	9633-85-1799-00	611 Pineknoll Drive, Sanford, NC, 27330	1	\$ 6,927.91
8	Audrey Kassick	607 Pineknoll Drive, Sanford, NC, 27330	9633-85-3740-00	607 Pineknoll Drive, Sanford, NC, 27330	2	\$ 13,855.82
9	Jennifer Oldham & Nicholas Trey Williams	603 Pineknoll Drive, Sanford, NC, 27330	9633-85-4894-00	603 Pineknoll Drive, Sanford, NC, 27330	1	\$ 6,927.91
10	Travis & Brandy Grindle	601 Pineknoll Drive, Sanford, NC, 27330	9633-85-6866-00	601 Pineknoll Drive, Sanford, NC, 27330	1	\$ 6,927.91
11	Philip & Robin Sigismondi	2102 Wilkins Drive, Sanford, NC, 27330	9633-75-6633-00	2102 Wilkins Drive, Sanford, NC, 27330	1	\$ 6,927.91
12	Carol & Ann Yarborough	2000 Wilkins Drive, Sanford, NC, 27330	9633-75-6455-00	2000 Wilkins Drive, Sanford, NC, 27330	1	\$ 6,927.91
13	Warren & Tracy Clark	916 Botany Woods Drive, Sanford, NC, 27330	9633-75-8499-00	916 Botany Woods Drive, Sanford, NC, 27330	1	\$ 6,927.91
14	Roberto & Laura Garcia	912 Botany Woods Drive, Sanford, NC, 27330	9633-85-0533-00	912 Botany Woods Drive, Sanford, NC, 27330	1	\$ 6,927.91

**CITY OF SANFORD
ASSESSMENT ROLL FOR SEWER EXTENSION
BOTANY WOODS SEWER EXTENSION (CONTINUED)**

Key	Property Owner	Property Address	Pin #	Owner's Address	Lots	Assessed cost
15	Walter & Lily Ward, Jr.	908 Botany Woods Drive, Sanford, NC, 27330	9633-85-1586-00	908 Botany Woods Drive, Sanford, NC, 27330	1	\$ 6,927.91
16	This lot was recombined and became part of 9633-85-3740-00					
17	Alton & Nicole Cox	2018 Shannon Drive, Sanford, NC, 27330	9633-85-5599-00	2018 Shannon Drive, Sanford, NC, 27330	1	\$ 6,927.91
18	Norman & Holly Post, Jr.	0 Shannon Drive, Sanford, NC, 27330	9633-95-0679-00	PO BOX 1320, Sanford, NC, 27330	1	\$ 6,927.91
19	Robert & June Wicker, Jr.	917 Botany Woods Drive, Sanford, NC, 27330	9633-75-9212-00	917 Botany Woods Drive, Sanford, NC, 27330	1	\$ 6,927.91
20	David & Marianne Reneau	913 Botany Woods Drive, Sanford, NC, 27330	9633-85-0242-00	913 Botany Woods Drive, Sanford, NC, 27330	1	\$ 6,927.91
21	Heidi Staverman	909 Botany Woods Drive, Sanford, NC, 27330	9633-85-2207-00	909 Botany Woods Drive, Sanford, NC, 27330	1	\$ 6,927.91
22	John A. & Lou L. Knight	0 Shannon Drive, Sanford, NC, 27330	9633-85-3353-00	3610 Kimesville Road, Buringlinton, NC, 27215	1	\$ 6,927.91
	Knight Family Trust Hope G. Knight & F.L. Knight, III, Trustees			2014 Shannon Drive, Sanford, NC, 27330		
23	The Fry Family Trust Agreement Edward T & Kathryn Fry, Trustees	2011 Shannon Drive, Sanford, NC, 27330	9633-85-4037-00	2011 Shannon Drive, Sanford, NC, 27330	1	\$ 6,927.91
24	Knight Family Trust Hope G. Knight & F.L. Knight, III, Trustees	0 Windmill Drive, Sanford, NC 27330	9633-84-5828-00	1808 Wilkins Drive, Sanford, NC, 27330	1	\$ 6,927.91

CITY OF SANFORD
ASSESSMENT ROLL FOR SEWER EXTENSION
BOTANY WOODS SEWER EXTENSION (CONTINUED)

Key	Property Owner	Property Address	Pin #	Owner's Address	Lots	Assessed cost
25	William & Marcia Belamy	2014 Shannon Drive, Sanford, NC, 27330	9633-85-7339-00	2014 Shannon Drive, Sanford, NC, 27330	1	\$ 6,927.91
26	Brian & Jan Smith	2010 Shannon Drive, Sanford, NC, 27330	9633-85-6281-00	2010 Shannon Drive, Sanford, NC, 27330	1	\$ 6,927.91
27	Brian & Jan Smith	0 Shannon Drive, Sanford, NC, 27330	9633-85-7049-00	2010 Shannon Drive, Sanford, NC, 27330	1	\$ 6,927.91
28	Andrew & Anna Lucas	2004 Shannon Drive, Sanford, NC, 27330	9633-95-1237-00	2004 Shannon Drive, Sanford, NC, 27330	1	\$ 6,927.91
29	Knight Family Trust Hope G. Knight & F.L. Knight, III, Trustees	0 Windmill Drive, Sanford, NC 27330	9633-84-1486-00	1808 Wilkins Drive, Sanford, NC, 27330	1	\$ 6,927.91
30	Larry & Elizabeth O'Connell Trust Larry O'Connell, Trustee	2020 Windmill Drive, Sanford, NC 27330	9633-84-3592-00	2020 Windmill Drive, Sanford, NC 27330	1	\$ 6,927.91
31	Floyd L. & Lynn H. Knight III	2024 Windmill Drive, Sanford, NC 27330	9633-84-7567-00	2024 Windmill Drive, Sanford, NC 27330	1	\$ 6,927.91
32	William Carter & Susan Keller	2030 Windmill Drive, Sanford, NC 27330	9633-94-3651-00	PO Box 130 Sanford NC 27330	1	\$ 6,927.91
33	Donald R. & Barbara H. Simpson	0 Pineknoll Drive, Sanford, NC, 27330	9633-96-1045-00	503 Carthage Street, Sanford, NC 27330	1	\$ 6,927.91
34	This lot is owned by the City of Sanford. Its assessment has been paid					
35	Ajitkumar & Padmaben Patel	2203 Wilkins Drive, Sanford, NC 27330	9633-76-2076-00	2203 Wilkins Drive, Sanford, NC 27330	1	\$ 6,927.91
36	Kimberly Hager	2105 Wilkins Drive, Sanford, NC 27330	9633-75-2833-00	2105 Wilkins Drive, Sanford, NC 27330	1	\$ 6,927.91

Schedule of Discounts: None

RESOLUTION CONFIRMING ASSESSMENT ROLL
AND LEVYING ASSESSMENTS
CEMETERY ROAD WATER LINE EXTENSION

WHEREAS, the City Council of the City of Sanford held a public hearing on the 15th day of September 2020, after due notice as required by law, on the Preliminary Assessment Roll for the water line extension of approximately 790 linear feet along or near Cemetery Road.

WHEREAS, the City Council heard all those present who requested to be heard, and found the said assessment Roll to be proper and correct;

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

1. The Assessment Roll for the sewer extension of approximately 790 linear feet along or near Cemetery Road is hereby declared to be correct, and is hereby confirmed in accordance with G.S. 160A-228, and the assessments shown thereon are hereby levied pursuant to authority granted by G.S. 160A-216, as attached.
2. The City Clerk is hereby directed to deliver to the City Tax Collector the said Assessment Roll, and the Tax Collector is hereby charged with the collection of the said assessments in accordance with the procedure established by law.
3. The City Tax Collector is hereby directed to publish on the 7th day of October, 2020, a notice of confirmation of the Assessment Roll, which notice shall set forth the terms of payment of the assessments, with the first installment payment becoming due and payable on the 60th day following confirmation, and the succeeding installments to become due and payable on the same date in succeeding years.

Adopted this 15th day of September, 2020 at _____ pm.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

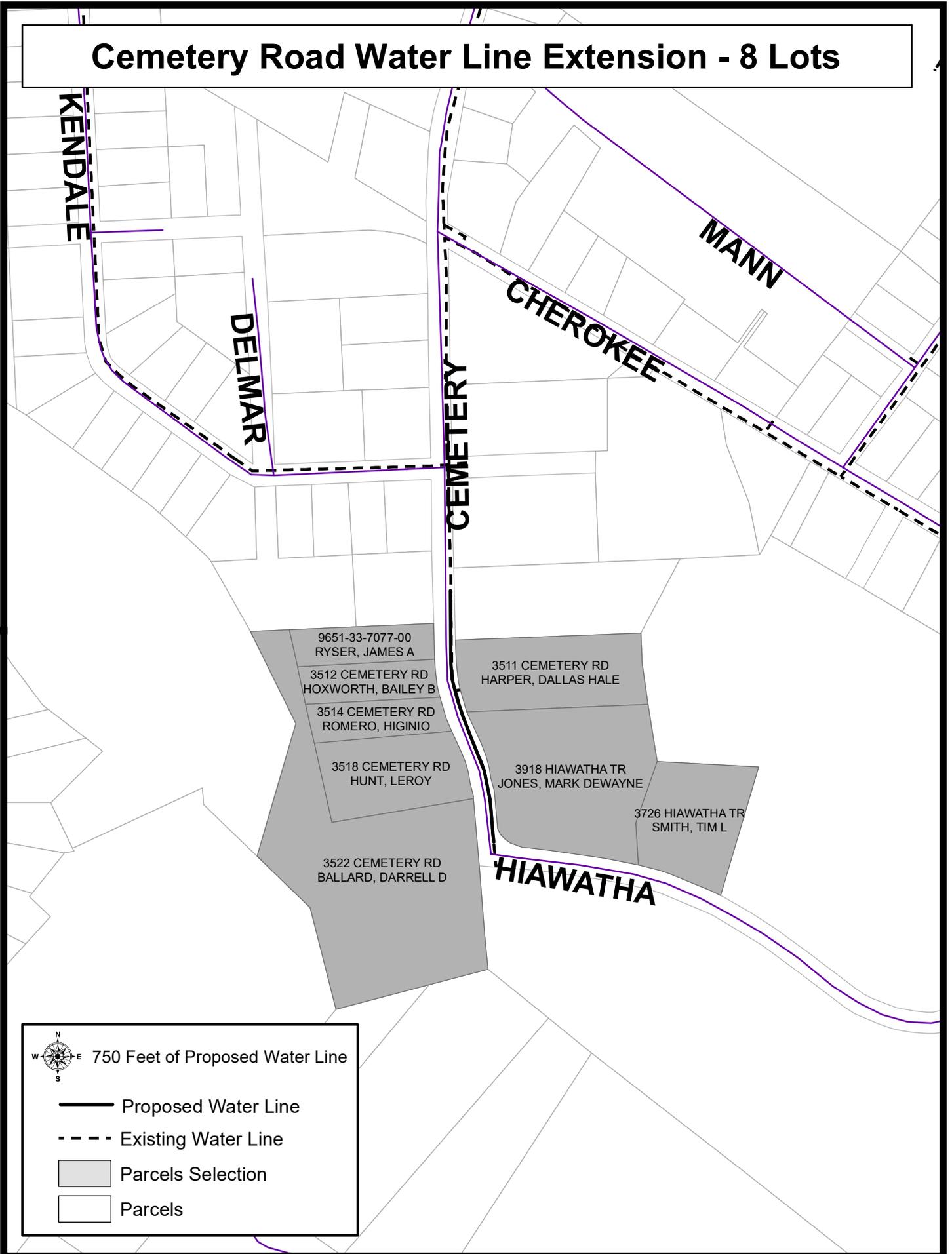
Susan C. Patterson, City Attorney

**CITY OF SANFORD
ASSESSMENT ROLL FOR WATER EXTENSION
CEMETERY ROAD WATER EXTENSION**

Key	Property Owner	Property Address	Pin #	Owner's Address	Lots	Assessment
1	James Ryser	0 Cemetery Road, Sanford NC 27332	9651-33-7077-00	104 Covenant Woods Dr Salisbury, NC 28144	1	\$ 5,497.82
2	Bailey B. and Taylor Hoxworth	3512 Cemetery Road, Sanford, NC 27332	9651-32-7986-00	3512 Cemetery Road, Sanford, NC 27332	1	\$ 5,497.82
3	Higino and Maria Romero	3514 Cemetery Road, Sanford, NC 27332	9651-32-8826-00	8803 Dartmoor Place, Mint Hill, NC 28227	1	\$ 5,497.82
4	Leroy Hunt	3518 Cemetery Road, Sanford, NC 27332	9651-32-8750-00	3518 Cemetery Road, Sanford, NC 27332	1	\$ 5,497.82
5	Darrell Ballard	3522 Cemetery Road, Sanford NC 27332	9651-32-8379-00	3522 Cemetery Road, Sanford NC 27332	1	\$ 5,497.82
6	Dallas Harper	3511 Cemetery Road, Sanford, NC 27332	9651-42-3929-00	3511 Cemetery Road, Sanford, NC 27332	1	\$ 5,497.82
7	Mark and Laura Jones	3918 Hiawatha Trail, Sanford, NC 27330	9651-42-3770-00	3918 Hiawatha Trail, Sanford, NC 27330	1	\$ 5,497.82
8	Tim Smith	3726 Hiawatha Trail, Sanford, NC 27330	9651-42-7517-00	3726 Hiawatha Trail, Sanford, NC 27330	1	\$ 5,972.82

Schedule of Discounts: None

Cemetery Road Water Line Extension - 8 Lots



RESOLUTION CONFIRMING ASSESSMENT ROLL
AND LEVYING ASSESSMENTS
FRANKLIN DRIVE WATER LINE EXTENSION

WHEREAS, the City Council of the City of Sanford held a public hearing on the 15th day of September 2020, after due notice as required by law, on the Preliminary Assessment Roll for the water line extension of approximately 680 linear feet along or near Franklin Drive.

WHEREAS, the City Council heard all those present who requested to be heard, and found the said assessment Roll to be proper and correct;

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

1. The Assessment Roll for the sewer extension of approximately 680 linear feet along or near Franklin Drive is hereby declared to be correct, and is hereby confirmed in accordance with G.S. 160A-228, and the assessments shown thereon are hereby levied pursuant to authority granted by G.S. 160A-216, as attached.

2. The City Clerk is hereby directed to deliver to the City Tax Collector the said Assessment Roll, and the Tax Collector is hereby charged with the collection of the said assessments in accordance with the procedure established by law.

3. The City Tax Collector is hereby directed to publish on the 7th day of October, 2020 a notice of confirmation of the Assessment Roll, which notice shall set forth the terms of payment of the assessments, with the first installment payment becoming due and payable on the 60th day following confirmation, and the succeeding installments to become due and payable on the same date in succeeding years.

Adopted this 15th day of September, 2020 at _____ pm.

T. Chet Mann, Mayor

ATTEST:

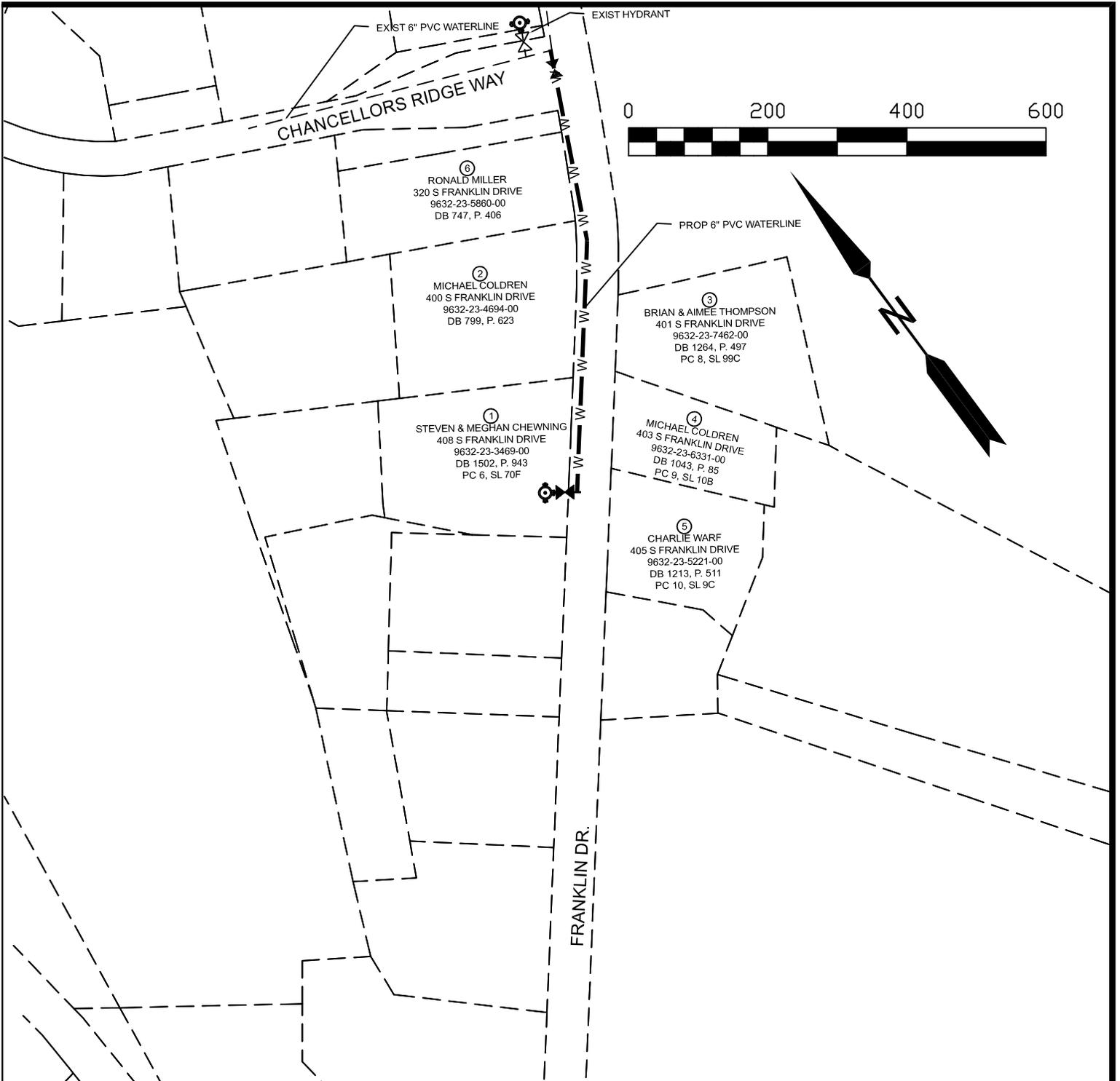
Bonnie Davis, City Clerk

Susan C. Patterson, City Attorney

**CITY OF SANFORD
ASSESSMENT ROLL FOR WATER EXTENSION
FRANKLIN DRIVE WATER EXTENSION**

No.	Property Owner	Property Address	Pin #	Owner's Address	Lots	Assessed cost
1	Steven & Meghan Chewning	408 S Franklin Dr, Sanford, NC 27330	9632-23- 3469-00	408 S Franklin Dr, Sanford, NC 27330	1	\$ 5,708.88
2	Michael Coldren	400 S Franklin Dr, Sanford, NC 27330	9632-23- 4694-00	1334 Carthage St, Sanford NC 27330	1	\$ 5,708.88
3	Brian & Aimee Thompson	401 S Franklin Dr, Sanford, NC 27330	9632-23- 7462-00	401 S Franklin Dr, Sanford, NC 27330	1	\$ 5,708.88
4	Michael Coldren	403 S Franklin Dr, Sanford, NC 27330	9632-23- 6331-00	1334 Carthage St, Sanford NC 27330	1	\$ 5,708.88
5	Charlie Warf	405 S Franklin Dr, Sanford, NC 27330	9632-23- 5221-00	405 S Franklin Dr, Sanford, NC 27330	1	\$ 5,708.88
6	Ronald Miller	320 S. Franklin Dr, Sanford, NC 27330	9632-23- 5860-00	320 S. Franklin Dr, Sanford, NC 27330	1	\$ 5,708.88

Schedule of Discounts: None



PRELIMINARY WATERLINE EXT. FRANKLIN DR

STEVEN & MEGHAN CHEWNING, 408 S. FRANKLIN DR
 MICHAEL COLDREN, 400 S. FRANKLIN DR
 BRIAN & AIMEE THOMPSON, 401 S. FRANKLIN DR.
 MICHAEL COLDREN, 403 S. FRANKLIN DR.
 CHARLIE WARF, 405 S. FRANKLIN DR.
 RONALD MILLER, 320 S. FRANKLIN DR.

KEN BRIGHT ASSOCIATES, PLLC
 LICENSE No.: P-0781
 P.O. BOX 553 SANFORD, NC 27331
 (919) 776-3444
 kwbright@kenbrightengineering.com

SCALE: 1"=200'
 DATE: 11/27/18
 FILE: SP201834-FRANKLIN WATER

REVISIONS:
12/3/18 REMOVE NAMES
4/2/19 REDUCE TO 5 OWNERS
5/1/19 ADD OWNER 6

RESOLUTION CONFIRMING APPROVAL OF MULTIFAMILY HOUSING FACILITIES KNOWN AS GARDEN STREET, GILMORE TERRACE, AND MATTHEWS COURT IN THE CITY OF SANFORD, NORTH CAROLINA AND THE FINANCING THEREOF WITH MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$17,000,000

WHEREAS, the City Council (the “City Council”) of the City of Sanford (the “City”) met in Sanford, North Carolina at 6:00 p.m. on the 15th day of September, 2020; and

WHEREAS, the Sanford Housing Authority (the “Authority”) has agreed to issue its Multifamily Housing Revenue Bonds (Matthews Garden Gilmore), Series 2020 (the “Bonds”), in an amount not to exceed \$17,000,000, for the purposes of financing the acquisition, rehabilitation and equipping by Matthews Garden Gilmore, LLC, a North Carolina limited liability company, or an affiliated or related entity (the “Borrower”), of the following low and moderate income multifamily residential rental facilities in the City: Garden Street, consisting of 56 two and three bedroom units located on an approximately 12.17 acre site at 1021 Clark Circle, Sanford, North Carolina 27330 (the “Garden Street Development”); Gilmore Terrace, consisting of 70 one, two, three, four and five bedroom units located on an approximately 16.31 acre site at 1131-A James Street, Sanford, North Carolina 27330 (the “Gilmore Terrace Development”); and Matthews Court, consisting of 50 studio, one and two bedroom units located on an approximately 4.50 acre site at 338 Temple Avenue, Sanford, North Carolina 27330 (the “Matthews Court Development” and, together with the Garden Street Development and the Gilmore Terrace Development, the “Developments”); and

WHEREAS, the maximum principal amount of Bonds expected to be issued for each of the Garden Street Development, the Gilmore Terrace Development and the Matthews Court Development is \$4,960,000, \$7,540,000 and \$4,500,000, respectively; and

WHEREAS, the proceeds of the Bonds will be loaned to the Bonds and used to (a) acquire, rehabilitate and equip the Developments and (b) pay certain costs of issuing the Bonds; and

WHEREAS, on October 1, 2019, the City Council adopted a resolution approving the issuance of the Bonds solely to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, under the Code, bonds approved by an elected body for purposes of Section 147(f) of the Code must be issued within one year of the date of such approval; and

WHEREAS, due to an unexpected delay in completing the financing for the Developments, the closing of the Bonds has been delayed such that the Bonds will not be issued by October 1, 2020; and

WHEREAS, the Borrower has requested the City Council to confirm its approval of the issuance of the Bonds solely to satisfy the requirements of Section 147(f) of the Code; and

WHEREAS, the Bonds shall not be deemed to constitute a debt of the City or a pledge of the faith and credit of the City, but shall be limited obligations of the Authority payable solely from the loan repayments to be made by the Borrower to the Authority; and

WHEREAS, the City Council has determined that affirmation of its approval of the issuance of the Bonds is solely to satisfy the requirements of Section 147(f) of the Code and does not constitute an endorsement of the Bonds or the Developments or the creditworthiness of the Borrower, nor shall such approval in any event be construed to obligate the City for the payment of the principal of or premium or interest on the Bonds or for the performance of any pledge, mortgage or obligation or agreement of any kind whatsoever which may be undertaken by the Authority, or to constitute the Bonds or any of the agreements or obligations of the Authority an indebtedness of the City, within the meaning of any constitutional or statutory provision whatsoever;

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

1. The City Council hereby affirms its approval of the proposed financing of the acquisition, rehabilitation and equipping of the Developments described above in the City of Sanford, North Carolina, by the Borrower and the issuance of the Authority’s Multifamily Housing Revenue Bonds (Matthews Garden Gilmore), Series 2020 therefor in an amount not to exceed \$17,000,000, to be comprised of not to exceed \$4,960,000 in bonds for the Garden Street Development, \$7,540,000 in bonds for the Gilmore Terrace Development and \$4,500,000 in bonds for the Matthews Court Development, for purposes of Section 147(f) of the Code.

2. This resolution shall take effect immediately.

* * * * *

I, Bonnie D. Davis, City Clerk of the City of Sanford, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a resolution adopted by the City Council for the City of Sanford, North Carolina, in regular session convened on September 15, 2020, and that such proceeds of such meeting are recorded in the minutes of the City Council. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the City Council is on file in my office.

WITNESS my hand and the corporate seal of the City of Sanford, North Carolina, this the 1st day of September, 2020.

T. Chet Mann, Mayor

Bonnie Davis, City Clerk

(SEAL)

Financial Services Department
P.O. Box 3729
Sanford, NC 27331-3729



CITY OF SANFORD

(919) 777-1138
FAX: (919) 775-5084

DATE: September 11, 2020
TO: Mayor and City Council
CC: Hal Hegwer, City Manager
FROM: Beth Kelly, Financial Services Director *Bleedy*
RE: System Development Fees

The ordinance for system development fees is included in your agenda packet and shows the fee schedule calculated and included in the certified third-party report prepared by Raftelis Financial Consultants.

Staff received a request to show a fee schedule reduced to one-third of the fees calculated in the report by Raftelis. This revised fee schedule is shown in your agenda packet directly after the system development fee ordinance.

Please let me know if you have any questions or need any additional information.

AN ORDINANCE FOR A SYSTEM DEVELOPMENT FEE (SDF)

WHEREAS, the City Council of the City of Sanford, NC, advertised a public hearing to be held on July 7, 2020 indicating its intent to establish and implement a System Development Fee ("SDF") for water and sewer services effective January 1, 2021; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Sanford City Council:

Section I. Methodology Used in Development of SDFs.

In accordance with North Carolina General Statute 162A Article 8 titled "System Development Fees", the cost for additional capacity to serve new customers is determined by an independent financial consultant estimated on a per gallon per day ("gpd") of average flows. The City of Sanford engaged Raftelis Financial Consultants, Inc. to complete a written analysis to determine such cost and to develop cost-justified water and wastewater system development fees.

Section II. SDF Schedule.

The SDF schedule for January 1, 2021 – June 30, 2021 is shown below. The SDF schedule shall be adopted and included as part of the annual budget ordinance each fiscal year.

Meter Size	Capacity Ratio	Water	Sewer	Combined
5/8" & 3/4"	1.00	\$ 1,140	\$ 1,340	\$ 2,480
1"	1.67	\$ 1,905	\$ 2,235	\$ 4,140
1.5"	3.33	\$ 3,805	\$ 4,465	\$ 8,270
2"	5.33	\$ 6,090	\$ 7,150	\$ 13,240
3"	10.67	\$ 12,175	\$ 14,295	\$ 26,470
4"	16.67	\$ 19,025	\$ 22,335	\$ 41,360
6"	33.33	\$ 38,050	\$ 44,675	\$ 82,725
8"	93.33	\$ 106,545	\$ 125,085	\$ 231,630
10"	140.00	\$ 159,820	\$ 187,625	\$ 347,445

The SDF schedule will be updated as deemed necessary by City Council.

The SDF will be charged to the customer at the time the application for water and/or sewer connection is made.

Section III. Effective Date of SDF

The SDF will be in effect beginning January 1, 2021.

Section IV. Effective Date of Ordinance

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

Adopted this, the 15th day of September, 2020.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

Reduction to One-Third of the Fees that were shown in Raftelis report

Meter Size	Water	Sewer	Combined
5/8" & 3/4"	\$ 380	\$ 447	\$ 827
1"	\$ 635	\$ 745	\$ 1,380
1.5"	\$ 1,268	\$ 1,488	\$ 2,757
2"	\$ 2,030	\$ 2,383	\$ 4,413
3"	\$ 4,058	\$ 4,765	\$ 8,823
4"	\$ 6,342	\$ 7,445	\$ 13,787
6"	\$ 12,683	\$ 14,892	\$ 27,575
8"	\$ 35,515	\$ 41,695	\$ 77,210
10"	\$ 53,273	\$ 62,542	\$ 115,815

Consider Racial Equity Initiative Framework

**RESOLUTION AUTHORIZING
THE ADVERTISEMENT OF THE INTENT TO
ENTER INTO A TEN YEAR LEASE
BETWEEN CITY OF SANFORD AND
BRICK CAPITAL COMMUNITY DEVELOPMENT CORPORATION**

WHEREAS, NCGS 160A-272 authorizes the City Council to lease property; and

WHEREAS, Brick Capital Community Development Corporation, has requested a ten year lease of a lot located on Hooker Street and the City Council has determined that said property is not necessary for its needs and said use of the real property for a neighborhood passive park constitutes a public purpose; and

WHEREAS, the City Clerk is authorized to published a public notice in the Sanford Herald on September 17, 2020, describing the property to be leased, stating the annual rental payments, and announcing the Council's intent to authorize the lease at its October 20, 2020 meeting.

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

1. That the City Council has determined that the property is not necessary to its needs during the term of the lease.
2. The term of the lease shall be for ten (10) years.
3. The consideration for said lease shall be the sum of \$10.00, (\$1.00 per year) plus utilities and maintenance during the term of the lease.
4. The City Council authorizes the advertisement of a public notice in the Sanford Herald on September 17, 2020, describing the property to be leased, stating the annual rental payments, and announcing the Council's intent to authorize the lease at its October 20, 2020 meeting.

Adopted this the 15th day of September, 2020.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

PUBLIC NOTICE

Public shall take notice that the City of Sanford shall consider whether to enter into a ten year lease with Brick Capital Community Development Corporation, for a lot located on Hooker Street in the City of Sanford, County of Lee, State of North Carolina and described as follows:

BEING all of Lot 6 Block A, as shown on the Disposal Plat Section I, Hooker Street Right of Way and Parcel Map, Washington Park Redevelopment Area, dated July 30, 1980, by Ronald O. Graham, RLS, recorded in Map Book 17, Page 4, Lee County Registry, to which reference is made for a greater certainty of description.

The consideration for said lease shall be the sum of \$10.00, (\$1.00 per year) plus utilities and maintenance during the term of the lease. This is the same property which has been used since 2000 as a neighborhood passive park for Berkley Place.

The City of Sanford intends to authorize the lease at the October 20, 2020, meeting of the City Council, to be held at 6:00 p.m. at City Hall.

Bonnie Davis, City Clerk
City of Sanford Council Members

Please publish September 17th, 2020

Please prepare publisher's affidavit and mail to:
Susan C. Patterson, City Attorney
PO Box 3729
Sanford, NC 27331

Account No. 30032583
City of Sanford

Sharon Martin

From: Kerry Bashaw <kbashaw@bc-cdc.org>
Sent: Wednesday, September 09, 2020 1:43 PM
To: Sharon Martin
Cc: 'Susan Patterson'
Subject: Berkley Place Park

Sharon,

Brick Capital CDC would like to renew the Berkley Place Park lease that it currently has with the City of Sanford. We would request that this lease contain all of the prior terms and extend for another 10 years. Please let me know if you need anything else to consider this request.

Thanks,

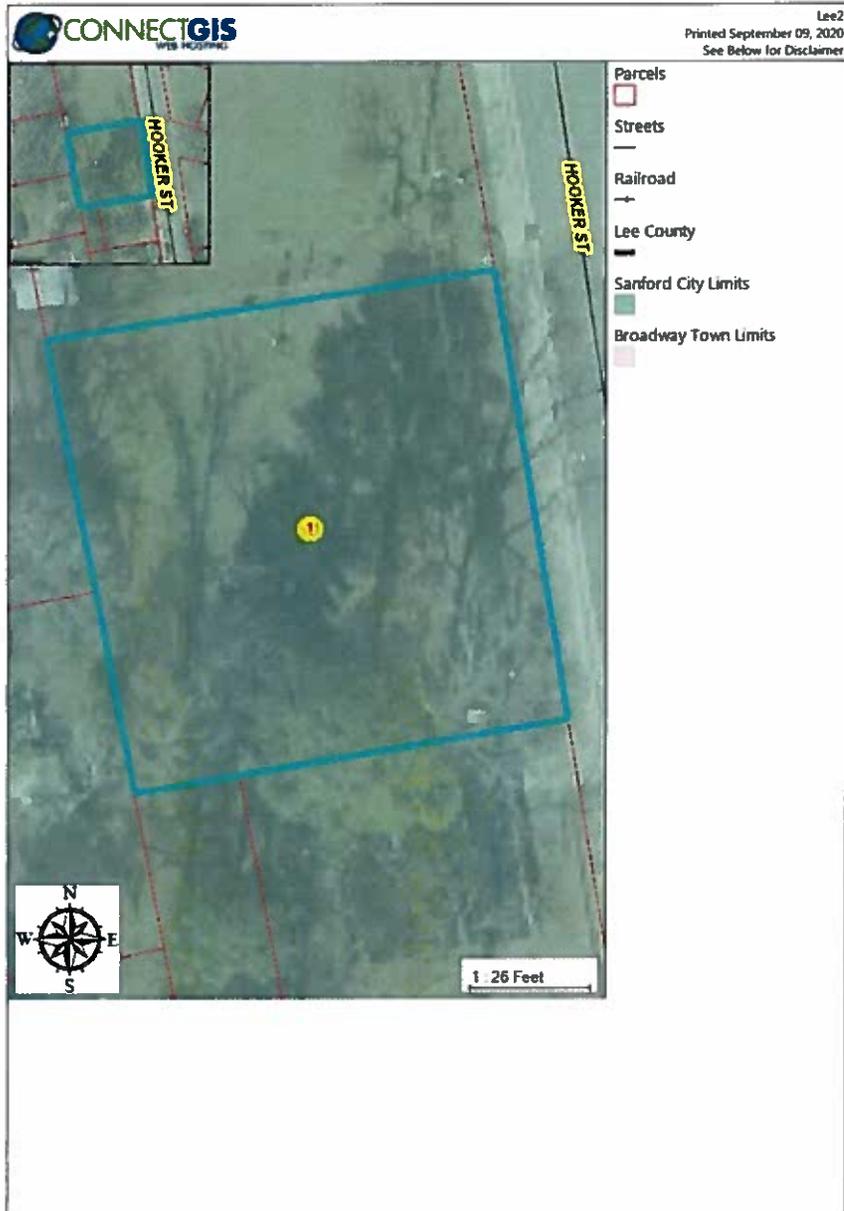
Kerry Bashaw
Executive Director
(919) 708-7864



Brick Capital CDC
"We build communities...brick by brick"



This site is prepared for the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats and other public records and data. Users of this site are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this site. The County of Lee and Dude Solutions, Inc. assume no legal responsibility for the information contained on this site. Please be advised that you must contact the Lee County Tax Office for accurate tax values. Please contact the Lee County Appraisal Department if any building information is incorrect. The map, layer, data and website (collectively known as "the layer") are for graphical and illustration purposes only. The Lee County Strategic Services Department (hereinafter "the Department") provides the layer and the information contained within to the general public and has not customized the information for any specific or general purpose. Such information was generated from data maintained by different sources and agencies and as such, some limitations may apply based upon restrictions imposed by other sources or agencies supplying data to Lee County (hereinafter "the County"). While the Department strives to make the information on the GIS website as timely, reliable and accurate as possible, neither the Department nor the County local governments make any claims, promises, or guarantees about the accuracy, completeness or adequacy of the contents of the layer. Areas depicted are approximate and are not necessarily accurate to mapping, surveying or engineering standards. The County expressly disclaims liability for errors and omissions in the contents of this site and layer. No warranty of any type, implied, expressed, statutory, UCC or otherwise, including, but not limited to, the warranties of non-infringement of third party rights, title, accuracy of data, merchantability, or fitness for a particular purpose, is given with respect to the substantive content of this layer or its use in private or commercial financial transactions. The fact of distribution of the layer does not constitute any warranty, express, implied or otherwise. The user assumes the entire risk related to the use of this data. If the user intends to make any legal or financial decision based on this data, the user should



PIN 9642-54-5460-00	Acres 0.21470236	Parcel Address 0 HOOKER ST
PARID 964254546000	Appraised Land 3200	Appraised Building 0
Book 301	Page 816	Tax District CSF
Subdivision WASH PARK REDEV	Legal 1 DISPOSAL PLAT SEC I GRAHAM 7/30/80	Legal 2 PC 03/30
		Legal 3
Owner SANFORD, CITY OF	Owner2	Mail Address
Mail Suffix	Mail Street Dir	Mail Street PO BOX 3729
MailADRSUF	Mail City SANFORD	Mail State NC
Mail Zip 27331	Out BLDG Description	Out BLDG YRBLT 0
Dwelling Style	Dwelling DESCR	Dwelling YRBLT 0
Shape Length 387.146038106254	Appraised Total 3200	Out BLDG Area 0
Dwelling SFLA 0	OBJECTID 1 20301	TaxCard http://taxaccess.lee-county-nc.gov/PT/Datalets/Datalet.aspx?mode=&UseSearch=no&pin=964254546000&jur=000&txyr=2021

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

**AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET
OF THE CITY OF SANFORD FY 2020-21**

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 2020-22 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 2020-2021.

**GENERAL FUND
APPROPRIATION OF FUNDS**

REVENUES		EXPENDITURES	
100020 32004	CARES Grant Funding	10014410 00000	Finance
	554,949		4,355
100045 54000	Appropriated Fund Balance	10055450 00000	Code Enforcement
	(92,125)		210
100045 54000	Appropriated Fund Balance	10016750 00000	Horticulture
	(309,154)		1,014
		10015000 00000	Public Building
			33,266
		10025100 00000	Police
			65,040
		10025300 00000	Fire
			14,672
		10035600 00000	Streets
			3,363
		10045650 00000	Sanitation
			5,185
		10016700 00000	Fleet Maintenance
			3,562
		10106600 00000	Golf
			2,366
		10054900 00000	Community Development
			20,637
Total Appropriation		<u>\$ 153,670</u>	

**UTILITY FUND
APPROPRIATION OF FUNDS**

REVENUES		EXPENDITURES	
300020 32004	CARES Grant Funding	30094200 00000	UF Administration
	33,475		5,975
300945 54000	Retained Earnings	30094200 00000	Water Reclamation
	(19,983)		1,430
		30098110 00000	Water Filtration
			36
		30098130 00000	Distribution and Collection
			6,051
Total Appropriation		<u>\$ 13,492</u>	

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

ADOPTED this, the 15th day of September, 2020.

ATTEST:

T. Chet Mann, Mayor

Bonnie Davis, City Clerk

2020-2021 BUDGET ORDINANCE AMENDMENT**GENERAL FUND****Appropriation of Funds** - results in increasing of budget**REVENUES**

CARES Grant Funding	554,949	To appropriate money received from CARES grant
Appropriated Fund Balance	(92,125)	To appropriate grant received for prior fiscal year
Appropriated Fund Balance	(309,154)	To appropriate grant received for current year public safety salaries to be allocated to departments later in fiscal year

EXPENDITURES

Finance	4,355	To budget funds for Covid related expenditures
Code Enforcement	210	To budget funds for Covid related expenditures
Horticulture	1,014	To budget funds for Covid related expenditures
Public Building	33,266	To budget funds for Covid related expenditures
Police	65,040	To budget funds for Covid related expenditures
Fire	14,672	To budget funds for Covid related expenditures
Streets	3,363	To budget funds for Covid related expenditures
Sanitation	5,185	To budget funds for Covid related expenditures
Fleet Maintenance	3,562	To budget funds for Covid related expenditures
Golf	2,366	To budget funds for Covid related expenditures
Community Development	20,637	To budget funds for Covid related expenditures

UTILITY FUND**Appropriation of Funds** - results in increasing of budget**REVENUES**

CARES Grant Funding	33,475	To appropriate money received from CARES grant
Retained Earnings	(19,983)	To appropriate grant received for prior fiscal year

EXPENSES

UF Administration	5,975	To budget funds for Covid related expenses
Water Reclamation	1,430	To budget funds for Covid related expenses
Water Filtration	36	To budget funds for Covid related expenses
Distribution and Collection	6,051	To budget funds for Covid related expenses

CITY OF SANFORD APPLICATION FOR BOARDS/COMMISSIONS/COMMITTEES

NAME OF APPLICANT: Deanna Harrington

COMPLETE ADDRESS (including zip code): 626 Sunset Drive Sanford, NC 27330

DAYTIME PHONE: 919-353-9312 EVENING PHONE: 919-353-9312

MARITAL STATUS: married SPOUSE'S NAME: Nathan Harrington

E-MAIL:

deannastoker6@gmail.com

I AM A REGISTERED VOTER IN WARD 4, WHICH IS LOCATED WITHIN THE SANFORD CITY LIMITS.

I WISH TO BE CONSIDERED FOR APPOINTMENT TO THE FOLLOWING

BOARD/COMMISSION/COMMITTEE: (list only one) Commission on the Opiod Abuse Pandemic

LIST ANY EXPERIENCE/QUALIFICATIONS YOU HAVE RELEVANT TO THE ABOVE

Personally, I have two family members who are actively in recovery from opiod addiction and have seen first hand the impact addiction can have on individuals, their families and the community. I also have been an on and off active member of AL-ONON for the past 7 years to help manage and stay engaged in a supportive network when needed. Professionally, I have spent the past 10 years working in local communities as a crisis line worker answering hot line and in person response requests from survivors of sexual violence to individuals who are actively suicidal and/or experiencing a mental health crisis. My profession has given me the opportunity to think about both the micro and macro preventative strategies that can reduce risk factors for addiction. I also recognize that addiction of any kind does not act in a vacuum and believe that in order to truly make a difference in our community we must be able to see the intersectionality of multiple systems of oppression and trauma in order to come up with solutions and create greater opportunities to increase protective factors of individuals and families.

LIST ALL BOARDS AND COMMISSIONS ON WHICH YOU ARE CURRENTLY SERVING:

none

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

n/a

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

n/a

R

I CERTIFY THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. THIS THE 31st DAY OF August, 2020.

Deanna Harrington

(Signature of Applicant)

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

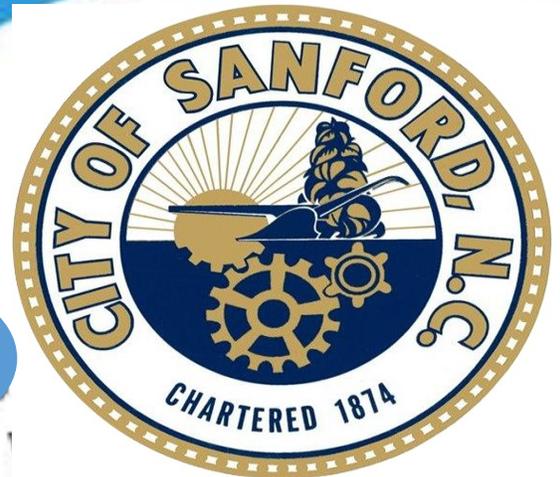
City of Sanford Quarterly Budget Report

Fourth Quarter Ending June 30, 2020

Submitted by:

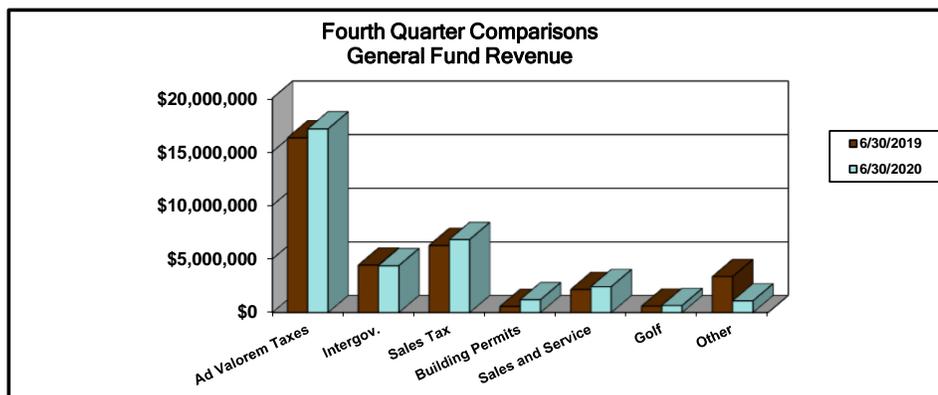
Beth T. Kelly, Director of Financial Services

Hal Hegwer, City Manager



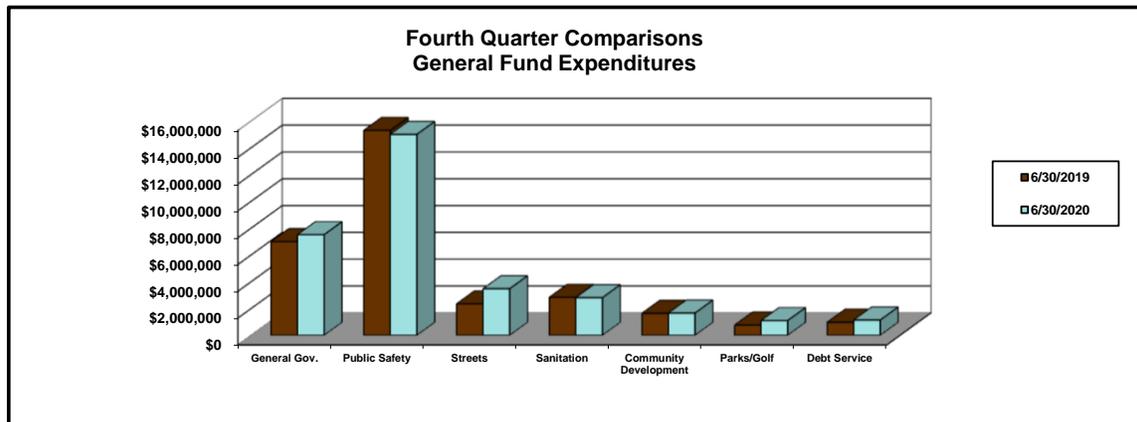
**General Fund Revenue
Fourth Quarter - 6/30/2020**

REVENUE SOURCES	Total Budget 2019-2020	Received To Date 6/30/2020	Remaining Budget	Percent Received To Date	Received To Date 6/30/2019
Taxes All Other Years	\$ 80,000	\$ 390,034	\$ (310,034)	488%	\$ 354,071
Current Year Taxes	16,341,059	16,710,102	(369,043)	102%	15,907,427
Penalties Less Discounts	43,000	38,057	4,943	89%	44,846
Ad Valorem Taxes	16,464,059	17,138,193	(674,134)	104%	16,306,344
Utility Franchise Tax	2,142,002	2,135,576	6,426	100%	2,166,391
Powell Bill	784,945	799,869	(14,924)	102%	796,057
911 Surcharge Reimbursement	405,106	245,103	160,003	61%	299,911
Consolidated Planning Services	507,392	473,767	33,625	93%	417,694
All Other Intergovernmental	645,310	731,722	(86,412)	113%	753,796
Total Intergovernmental	4,484,755	4,386,037	98,718	98%	4,433,850
Disposal Tax	20,337	22,674	(2,337)	111%	21,876
Vehicle Fee - Prior Year	0	148,050	(148,050)	#DIV/0!	0
Vehicle Fee - Current Year	690,000	521,310	168,690	76%	538,260
Local Sales Tax-Article 39	2,460,418	2,558,834	(98,416)	104%	2,349,071
Local Sales Tax-Article 40	1,170,958	1,200,730	(29,772)	103%	1,119,647
Local Sales Tax-Article 42	1,230,209	1,209,446	20,763	98%	1,120,167
Local Sales Tax-Article 44	1,017,232	1,159,415	(142,183)	114%	1,122,807
Total Taxes	6,589,154	6,820,459	(231,305)	104%	6,271,827
City Permits	263,000	641,353	(378,353)	244%	313,457
Fire Permits	30,000	29,208	792	97%	28,099
Broadway Permits	5,000	18,216	(13,216)	364%	4,678
County Permits	185,000	511,638	(326,638)	277%	223,303
Total Permits	483,000	1,200,416	(717,416)	249%	569,537
Sanitation Fees	2,443,500	2,390,734	52,766	98%	1,994,985
Sale of Property	176,000	32,761	143,239	19%	165,017
Total Sales and Service	2,619,500	2,423,495	196,005	93%	2,160,002
Green Fees Annual	50,000	51,187	(1,187)	102%	50,320
Green Fees Daily	190,000	237,907	(47,907)	125%	206,277
Cart Fees	220,000	251,170	(31,170)	114%	224,032
Driving Range	15,000	20,097	(5,097)	134%	15,121
Other Golf	96,500	102,040	(5,540)	106%	104,095
Total Golf	571,500	662,401	(90,901)	116%	599,845
ABC Revenue	210,000	360,000	(150,000)	171%	260,000
Privilege Licenses	3,600	2,730	870	76%	4,520
Street Paving Charges	225,000	139,400	85,600	62%	177,391
Appropriated Fund Balance	3,575,713	-	3,575,713	0%	-
Investment Income	300,000	190,057	109,943	63%	336,410
Installment Purchase Proceeds	640,000	-	640,000	0%	-
Other	435,458	405,259	30,199	93%	2,586,534
Total Other	5,389,771	1,097,446	4,292,325	20%	3,364,855
TOTAL GENERAL FUND	\$ 36,601,739	\$ 33,728,447	\$ 2,873,292	92%	\$ 33,706,259



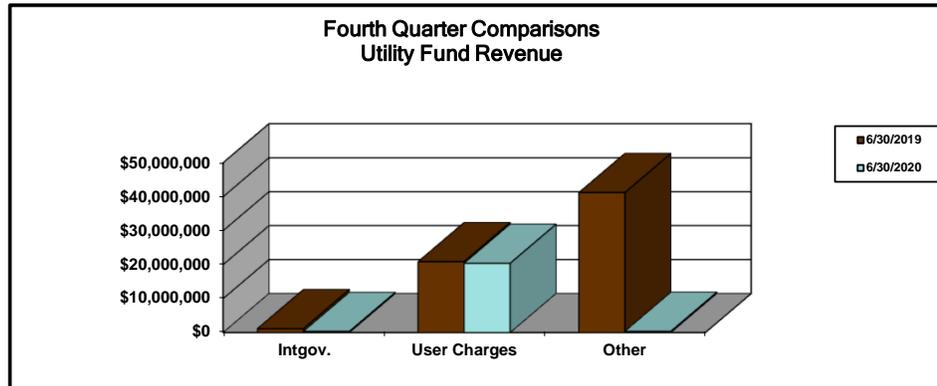
**General Fund Expenditures
Fourth Quarter - 6/30/2020**

DEPARTMENT	Total Budget 2019-2020	Expended To Date 6/30/2020	Remaining Budget	Percent Expended To Date	Expended To Date 6/30/2019
Governing Body	\$ 339,155	\$ 270,925	\$ 68,230	80%	\$ 276,027
Administration	364,369	359,711	4,658	99%	355,916
Human Resources	293,506	268,384	25,122	91%	280,319
Risk Management	73,062	69,565	3,497	95%	61,134
Elections	75,984	32,613	43,371	43%	-
Finance	829,374	765,710	63,664	92%	713,953
Information Technology	402,934	369,963	32,971	92%	367,164
Legal	219,384	175,372	44,012	80%	159,339
Public Building	673,477	553,029	120,448	82%	701,372
Central Office	19,777	12,370	7,407	63%	15,313
GF Contributions	3,832,491	3,497,085	335,406	91%	2,941,073
Fleet Maintenance	1,139,885	892,511	247,374	78%	1,012,912
Less Fleet Maintenance Charges	(575,000)	(513,606)	(61,394)	89%	(615,677)
Horticulture	810,232	752,832	57,400	93%	721,448
General Government	8,498,630	7,506,465	992,165	88%	6,990,293
Police	10,465,243	9,374,701	1,090,542	90%	9,731,418
Fire	5,529,659	5,072,382	457,277	92%	5,064,592
Inspection	707,673	547,788	159,885	77%	496,635
Public Safety	16,702,575	14,994,871	1,707,704	90%	15,292,646
Street	2,367,938	2,041,188	326,750	86%	2,091,865
Street Capital Imp.	1,879,742	1,430,103	449,639	76%	250,903
Streets	4,247,680	3,471,291	776,389	82%	2,342,767
Golf	766,728	738,144	28,584	96%	685,415
Parks	422,073	355,993	66,080	84%	74,510
Parks	1,188,801	1,094,137	94,664	92%	759,924
Solid Waste	1,466,140	1,436,280	29,860	98%	1,601,097
Sanitation	1,383,848	1,368,879	14,969	99%	1,229,009
Sanitation	2,849,988	2,805,159	44,829	98%	2,830,106
Community Development	1,437,855	1,260,188	177,667	88%	1,210,630
Comm. Enhance. - Code Enforcement	363,460	269,222	94,238	74%	294,465
Comm. Enhance. - Planning / HPC	175,534	126,210	49,324	72%	137,741
Community Development	1,976,849	1,655,619	321,230	84%	1,642,837
Debt Service	1,137,216	1,136,558	658	100%	973,121
TOTAL GENERAL FUND	\$ 36,601,739	\$ 32,664,100	\$ 3,937,639	89%	\$ 30,831,695



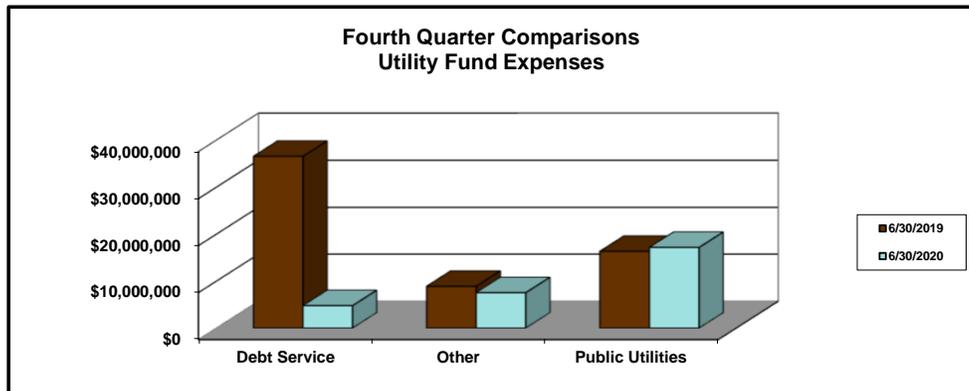
**Utility Fund Revenue
Fourth Quarter - 6/30/2020**

REVENUE SOURCES	Total Budget 2019-2020	Received To Date 6/30/2020	Remaining Budget	Percent Received To Date	Received To Date 6/30/2019
Water Charges	\$ 11,695,688	\$ 11,567,781	\$ 127,907	99%	\$ 11,192,930
Sewer Charges	8,683,586	8,380,647	302,939	97%	9,220,095
Taps and Connections	135,000	175,914	(40,914)	130%	155,905
Other	315,000	276,745	38,255	88%	326,040
Total User Charges	20,829,274	20,401,088	428,186	98%	20,894,970
Special Assessments	100	46,995	(46,895)	46995%	(42)
Interest on Revenue Bonds	0	1,429	(46,798)	#DIV/0!	14,590
Interest Income	300,000	204,797	95,203	68%	403,502
Other	152,000	127,873	24,127	84%	40,816,523
Total Other	11,799,391	381,095	11,419,726	3%	41,234,573
Build American Bonds Rebate	0	31,820	(31,820)	#DIV/0!	820,153
CARES - Federal	0	19,983	(19,983)	#DIV/0!	0
FEMA Proceeds - Federal	0	222,029	(222,029)	#DIV/0!	254,199
FEMA Proceeds - State	0	74,010	(74,010)	#DIV/0!	84,733
Intergovernmental	0	347,841	(347,841)	#DIV/0!	1,159,085
TOTAL UTILITY FUND	\$ 32,628,665	\$ 21,130,024	\$ 11,500,070	65%	\$ 63,288,628



**Utility Fund Expenses
Fourth Quarter - 6/30/2020**

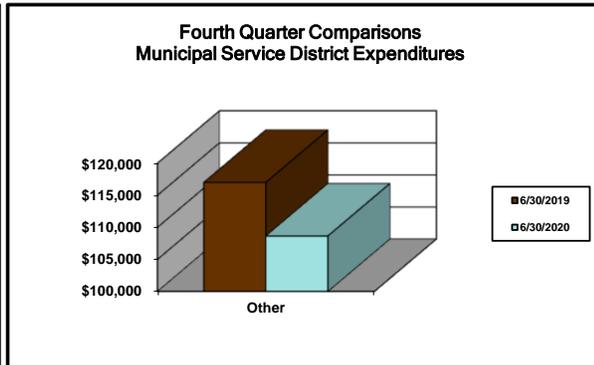
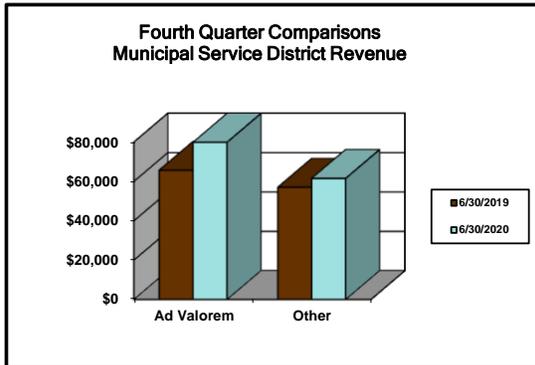
DEPARTMENT	Total Budget 2019-2020	Expended To Date 6/30/2020	Remaining Budget	Percent Expended To Date	Expended To Date 6/30/2019
UTILITY FUND					
Debt Service	\$ 4,921,780	\$ 4,771,773	\$ 150,007	97%	\$ 36,548,066
UF Contributions	7,542,173	7,530,296	11,877	100%	8,892,298
Other	7,542,173	7,530,296	11,877	100%	8,892,298
Utility Administration	2,648,210	2,336,975	311,235	88%	2,272,098
Engineering	1,101,778	952,044	149,734	86%	719,015
Public Works Administration	584,712	560,902	23,810	96%	581,877
Water Filtration	2,844,382	2,567,977	276,405	90%	2,358,238
Water Reclamation	2,716,601	2,543,008	173,593	94%	2,537,012
Distribution and Collection	6,398,581	5,886,893	511,688	92%	5,684,550
Water Capital Imp.	1,715,466	670,695	1,044,771	39%	1,144,317
Sewer Capital Imp.	2,016,651	1,541,969	474,682	76%	917,219
Warehouse	343,331	315,538	27,793	92%	322,409
Less Warehouse	(205,000)	(209,422)	4,422	102%	(189,733)
Public Utilities	20,164,712	17,166,580	2,998,132	85%	16,347,003
TOTAL UTILITY FUND	\$ 32,628,665	\$ 29,468,649	\$ 3,160,016	90%	\$ 61,787,367



**Municipal Service District Revenue and Expenditures
Fourth Quarter - 6/30/2020**

REVENUE SOURCES	Total Budget 2019-2020	Received To Date 6/30/2020	Remaining Budget	Percent Received To Date	Received To Date 6/30/2019
MUNICIPAL SERVICE DISTRICT					
Current Year Taxes	\$ 75,493	\$ 77,591	\$ (2,098)	103%	\$ 62,490
Prior Year Taxes	-	218	(218)	#DIV/0!	458
Motor Vehicle Tax	2,860	1,958	902	#DIV/0!	2,596
Penalties Less Discounts	-	112	(112)	#DIV/0!	170
Ad Valorem	78,353	79,879	(1,526)	102%	65,714
Fund Balance Appropriation	15,343	-	15,343	0%	-
Contribution from General Fund	67,732	60,090	7,642	89%	54,010
Other	2,500	1,436	1,064	57%	3,044
Total Other	85,575	61,526	24,049	72%	57,054
TOTAL MUNICIPAL SERVICE DIST.	\$ 163,928	\$ 141,405	\$ 22,523	86%	\$ 122,768

DEPARTMENT	Total Budget 2019-2020	Expended To Date 6/30/2020	Remaining Budget	Percent Expended To Date	Expended To Date 6/30/2019
MUNICIPAL SERVICE DISTRICT					
Operating Expense	\$ 163,928	\$ 108,667	\$ 55,261	66%	\$ 117,019
TOTAL MUNICIPAL SERVICE DIST.	\$ 163,928	\$ 108,667	\$ 55,261	66%	\$ 117,019



**CAPITAL FUNDS
FOURTH QUARTER ENDING 06/30/2020**

SOURCES		PROJECT BUDGET	REVENUE TO DATE	EXPENDED TO DATE
<i>Community Development Projects</i>				
	<i>Project No. or Fund</i>			
Greenway Project	B1402	481,330	481,330	391,318
Parks and Recreation Project	B1602	4,905,728	4,920,921	4,749,138
NCDOT Wicker Street Sidepath	B1801	464,000	92,000	-
Urgent Repair Program (URP18)	C1901	111,194	107,732	107,732
Essential Single Family Rehab (2018)	C1902	175,000	-	-
CDBG Neighborhood Revitalization	C1903	750,000	59,849	59,849
Urgent Repair Program (URP19)	C2001	110,000	10,000	-
Architectural Survey and National Registry	C2002	20,000	10,000	4,000
NCDOT Bikeped Planning Study	G1702	105,000	104,921	104,921
Sanford Mural Restoration	G1801	95,000	95,000	88,380
R. Fincher Bldg Reuse Grant	G1802	33,000	33,000	33,000
Caterpillar Building Reuse Rural Center Grant	G1901	532,500	532,500	530,625
Triad Corrugated Metal Reuse Rural Center Grant	G2001	97,750	36,112	31,612
Project Forge-Site Prep / Roadway	G2002	3,889,600	2,925,000	1,480,941
Community Development Program Income	Fund 53	200,543	698,868	188,461
Total Community Development		\$ 11,970,645	\$ 10,107,233	\$ 7,769,977
<i>Water, Sewer, and Street Projects</i>				
Hawkins Avenue Waterline Improvement	W1303	12,044,509	12,045,094	9,983,153
Water Asset Inventory & Assessment Mgmt.	W1801	165,000	76,254	76,254
NC Highway 42 Waterline Relocate	W1802	507,270	470,751	141,502
Amos Bridges Water Main	W1803	2,065,528	2,065,527	2,065,527
Wastewater Asset Inventory & Assessment Mgmt.	S1701	165,000	158,341	158,341
Sewer Remediation Project A	S1702	900,000	900,000	247,885
Moncure Megasite Wastewater Project	S1703	18,000,000	18,053,620	16,967,041
Sewer Assessment Project	S1704	1,964,017	1,964,017	1,636,095
Sewerline Extension - Raleigh Exec Jetport	S1801	3,363,188	3,370,051	2,711,411
Big Buffalo Water Reclamation Rehabilitation	S1901	4,254,600	4,254,600	356,032
Central Carolina/Triassic Park Water & Sewer	U1601	3,375,204	3,983,051	3,317,286
Project Forge - Infrastructure Improvements	U2001	6,365,000	3,424,999	790,042
East Sanford CDBG Sewer Line Rehabilitation	S2001	2,000,000	-	-
Total Water, Sewer, and Street		\$ 55,169,316	\$ 50,766,304	\$ 38,450,568

FY 2019-2020 Fourth Quarter Highlights

(Comparisons are based on Fourth Quarter 2018-19 to Fourth Quarter 2019-20)

General Fund

Revenue

- Ad valorem tax
 - Taxes are collected by Lee County and posted as of the day received, therefore, fluctuation is due to when the customer pays; increase in tax rate in current year
- FEMA
 - Received FEMA proceeds in FY 18-19
- CARES
 - Received proceeds for the Coronavirus Relief Law (CARES Act)
- Vehicle Fee
 - New vehicle fee implemented in fiscal year 18-19; this is the first full year of revenue received to help offset street paving expenses
- Local Sales Tax
 - The state collects and distributes proceeds from the locally levied tax on retail sales
- Permits
 - Permits issued for Pfizer Project, Project Forge, Project Juniper, SouthPark Apartments, and Hawkins Walk Apartments
- Sanitation Fees
 - Council elected to increase the sanitation fee by \$45 per household
- Sale of property
 - Timing of sales and available surplus property to be sold
- ABC Revenue
 - Additional revenue received
- Investment Income
 - Interest rates have decreased from prior year
- Transfer in – Capital Projects
 - Prior year includes a reimbursement to the City for parks bond project

Expenditures

- Public Building
 - Timing of maintenance projects, purchase of property and capital equipment in prior year
- GF Contributions
 - Increase in contribution to OPEB and capital projects
- Police
 - Purchase of patrol cars in prior year
- Street Capital improvements
 - Capital projects are completed at various times of the year / timing of project completion
- Parks
 - First full year of new parks department

- Solid Waste
 - Purchase of leaf vac in prior year
- Sanitation
 - Increase in recycling fees
- Debt Service
 - Timing of debt payment

Utility Fund

Revenues

- User charges
 - Decrease in coal ash leachate disposal and consumption
- Interest Income
 - Interest rates have decreased from prior year
- Bond proceeds
 - Refinancing of bonds in prior year
- Transfers in Capital Project
 - Prior year includes reimbursement to the City for Amos Bridges Water Line project, Hawkins Avenue Water Line project, Airport Sewer Project, and Moncure Megasite Project
- Build American Bonds Rebate
 - Refinancing of bonds

Expenses

- Debt Service
 - Refinance of bond debt in prior year
- UF Contributions
 - Contribution to multiple projects in prior year
- Engineering
 - Addition of new position and replacement of vehicles in current year
- Water Filtration
 - Pumping additional water to Chatham County, timing of chemical order, pump repair, repairs to administration building, and purchase of gear box
- Distribution and Collection
 - Purchase of jet-vac in current year
- Water Capital Improvements
 - Capital projects are completed at various times of the year / timing of project completion
- Sewer Capital
 - Capital projects are completed at various times of the year / timing of project completion

GOLF SUMMARY OF REVENUES

6/30/2020

REVENUE SOURCE	BUDGET 2019-2020	RECEIVED FIRST QTR.	RECEIVED SECOND QTR.	RECEIVED THIRD QTR.	RECEIVED FOURTH QTR.	RECEIVED TO DATE 6/30/2020	BUDGET VS. ACTUAL		RECEIVED TO DATE 6/30/2019	CY ACTUAL VS. PY ACTUAL	
							VARIANCE	PERCENT RECEIVED		\$ INC./DEC.	% INC./DEC.
Green Fees Annual	50,000	53,225.24	2,368.41	(158.00)	(4,248.34)	51,187.31	1,187.31	102.37%	50,319.76	867.55	1.72%
Green Fees Daily	190,000	76,590.76	45,334.39	31,643.73	84,338.59	237,907.47	47,907.47	125.21%	206,276.60	31,630.87	15.33%
Cart Fees	220,000	85,164.79	49,788.54	34,142.27	82,074.21	251,169.81	31,169.81	114.17%	224,031.89	27,137.92	12.11%
Driving Range Fees	15,000	5,602.00	3,573.50	2,758.50	8,162.50	20,096.50	5,096.50	133.98%	15,121.00	4,975.50	32.90%
Other	96,500	28,685.13	23,607.47	13,175.80	36,571.79	102,040.19	5,540.19	105.74%	104,095.26	(2,055.07)	-1.97%
TOTAL GOLF REVENUE	571,500	249,267.92	124,672.31	81,562.30	206,898.75	662,401.28	90,901.28	115.91%	599,844.51	62,556.77	10.43%

GOLF SUMMARY OF EXPENDITURES

6/30/2020

OBJECT OF EXPENDITURE	BUDGET 2019-2020	EXPENDED FIRST QTR.	EXPENDED SECOND QTR.	EXPENDED THIRD QTR.	EXPENDED FOURTH QTR.	EXPENDED TO DATE 6/30/2020	BUDGET VS. ACTUAL		EXPENDED TO DATE 6/30/2019	CY ACTUAL VS. PY ACTUAL	
							VARIANCE	PERCENT EXPENDED		\$ INC./DEC.	% INC./DEC.
Total Salaries and Fringes	494,309	116,171.25	124,892.46	103,988.18	137,328.21	482,380.10	(11,928.90)	97.59%	469,690.21	12,689.89	2.70%
Total Operating	221,685	62,285.20	50,886.21	41,255.78	51,693.59	206,120.78	(15,564.22)	92.98%	207,710.08	(1,589.30)	-0.77%
Installment Purchase	2,744	2,003.57	739.52	0.00	0.00	2,743.09	(0.91)	99.97%	8,014.28	(5,271.19)	-65.77%
Capital Outlay	47,990	30,950.00	3,750.00	12,200.40	0.00	46,900.40	(1,089.60)	97.73%	0.00	46,900.40	#DIV/0!
TOTAL GOLF EXPENDITURES	766,728	211,410.02	180,268.19	157,444.36	189,021.80	738,144.37	(28,583.63)	96.27%	685,414.57	52,729.80	7.69%

SANFORD CARES SUMMARY OF REVENUES																	
6/30/2020																	
REVENUE SOURCE	RECEIVED TO DATE 06/30/19	RECEIVED JULY	RECEIVED AUGUST	RECEIVED SEPT.	RECEIVED TO DATE 09/30/19	RECEIVED OCT.	RECEIVED NOV.	RECEIVED DEC.	RECEIVED TO DATE 12/31/19	RECEIVED JAN.	RECEIVED FEB.	RECEIVED MARCH	RECEIVED TO DATE 03/31/20	RECEIVED APRIL	RECEIVED MAY	RECEIVED JUNE	RECEIVED TO DATE 06/30/20
Round Up	8,409.09	694.79	757.20	721.59	10,582.67	741.86	695.62	786.24	12,806.39	717.61	588.58	748.18	14,860.76	739.89	690.01	726.92	17,017.58
One-Time Donations	3,882.05	102.53	69.69	85.15	4,139.42	66.37	19.49	107.58	4,332.86	57.85	125.50	115.82	4,632.03	23.91	85.05	79.09	4,820.08
Interest Income	94.12	10.46	9.61	9.33	123.52	8.78	7.40	8.21	147.91	10.11	10.26	8.63	176.91	5.38	1.43	1.39	185.11
TOTAL SANFORD CARES REVENUE	12,385.26	807.78	836.50	816.07	14,845.61	817.01	722.51	902.03	17,287.16	785.57	724.34	872.63	19,669.70	769.18	776.49	807.40	22,022.77

SANFORD CARES SUMMARY OF EXPENDITURES																	
6/30/2020																	
OBJECT OF EXPENDITURE	EXPENDED TO DATE 06/30/19	EXPENDED JULY	EXPENDED AUGUST	EXPENDED SEPT.	EXPENDED TO DATE 09/30/19	EXPENDED OCT.	EXPENDED NOV.	EXPENDED DEC.	EXPENDED TO DATE 12/31/19	EXPENDED JAN.	EXPENDED FEB.	EXPENDED MARCH	EXPENDED TO DATE 03/31/20	EXPENDED APRIL	EXPENDED MAY	EXPENDED JUNE	EXPENDED TO DATE 06/30/20
Emergency Assistance Fund	6,735.03	300.41	348.10	423.61	7,807.15	527.03	200.00	181.43	8,715.61	414.54	491.45	200.00	9,821.60	0.00	100.00	155.54	10,077.14
TOTAL SANFORD CARES EXPENDITURES		300.41	348.10	423.61	7,807.15	527.03	200.00	181.43	8,715.61	414.54	491.45	200.00	9,821.60	0.00	100.00	155.54	10,077.14

AMOUNTS AVAILABLE FOR BENEFITS	12,385.26	12,892.63	13,381.03	13,773.49	7,038.46	7,328.44	7,850.95	8,571.55	8,571.55	8,942.58	9,175.47	9,848.10	9,848.10	10,617.28	11,293.77	11,945.63	11,945.63
NO. OF CUSTOMERS ASSISTED	106	4	6	6	122	7	2	2	133	7	6	2	148	0	1	2	151.00
NO. OF CUSTOMERS PAID		1,052	1,074	1,013		1,022	965	1,090		1,107	926	1,118		1,000	979	1,008	

SANFORD TOURISM DEVELOPMENT AUTHORITY (TDA) SUMMARY OF REVENUES

6/30/2020

REVENUE SOURCE	BUDGET 19-20	RECEIVED FIRST QTR.	RECEIVED SECOND QTR.	RECEIVED THIRD QTR.	RECEIVED APRIL	RECEIVED MAY	RECEIVED JUNE	RECEIVED FOURTH QTR.	RECEIVED TO DATE 6/30/2020
Room Occupancy Tax		28,111.18	75,130.36	58,784.06	20,802.87	17,027.39	52,075.62	89,905.88	251,931.48
Room Occupancy Tax Penalties			134.23						134.23
	230,000.00								
TOTAL TDA REVENUE	230,000.00	28,111.18	75,264.59	58,784.06	20,802.87	17,027.39	52,075.62	89,905.88	252,065.71

SANFORD TOURISM DEVELOPMENT AUTHORITY (TDA) SUMMARY OF EXPENDITURES

6/30/2020

OBJECT OF EXPENDITURE	BUDGET 19-20	EXPENDED FIRST QTR.	EXPENDED SECOND QTR.	EXPENDED THIRD QTR.	EXPENDED APRIL	EXPENDED MAY	EXPENDED JUNE	EXPENDED FOURTH QTR.	EXPENDED TO DATE 6/30/2020
Distrib. Tourism Dev Auth		28,111.18	75,264.59	58,784.06	20,802.87	17,027.39	52,075.62	89,905.88	252,065.71
	230,000.00								
TOTAL TDA EXPENDITURES	230,000.00	28,111.18	75,264.59	58,784.06	20,802.87	17,027.39	52,075.62	89,905.88	252,065.71
REVENUES LESS EXPENDITURES									0.00

SANFORD TOURISM DEVELOPMENT AUTHORITY (TDA) SUMMARY OF REVENUES

6/30/2020

REVENUE SOURCE	BUDGET 19-20	RECEIVED JULY	RECEIVED AUGUST	RECEIVED SEPTEMBER	RECEIVED FIRST QTR.	RECEIVED OCTOBER	RECEIVED NOVEMBER	RECEIVED DECEMBER	RECEIVED SECOND QTR.	RECEIVED JANUARY	RECEIVED FERUARY	RECEIVED MARCH	RECEIVED THIRD QTR.	RECEIVED APRIL	RECEIVED MAY	RECEIVED JUNE	RECEIVED FOURTH QTR.	RECEIVED TO DATE 6/30/2020
Room Occupancy Tax				28,111.18	28,111.18	24,521.83	22,689.91	27,918.62	75,130.36	21,245.39	19,296.09	18,242.58	58,784.06	20,802.87	17,027.39	52,075.62	89,905.88	251,931.48
Room Occupancy Tax Penalties					0.00	134.23			134.23									134.23
	230,000.00																	
TOTAL TDA REVENUE	230,000.00	0.00	0.00	28,111.18	28,111.18	24,656.06	22,689.91	27,918.62	75,264.59	21,245.39	19,296.09	18,242.58	58,784.06	20,802.87	17,027.39	52,075.62	89,905.88	252,065.71

SANFORD TOURISM DEVELOPMENT AUTHORITY (TDA) SUMMARY OF EXPENDITURES

6/30/2020

OBJECT OF EXPENDITURE	BUDGET 19-20	EXPENDED JULY	EXPENDED AUGUST	EXPENDED SEPTEMBER	EXPENDED FIRST QTR.	EXPENDED OCTOBER	EXPENDED NOVEMBER	EXPENDED DECEMBER	EXPENDED SECOND QTR.	EXPENDED JANUARY	EXPENDED FERUARY	EXPENDED MARCH	EXPENDED THIRD QTR.	EXPENDED APRIL	EXPENDED MAY	EXPENDED JUNE	EXPENDED FOURTH QTR.	EXPENDED TO DATE 6/30/2020
Advertising					0.00			1,647.50	1,647.50			276.50	276.50		2,524.25	381.50	2,905.75	4,829.75
Contractual Services - DSI			4,000.00	2,000.00	6,000.00	2,000.00	2,000.00	2,000.00	6,000.00		4,000.00		4,000.00				0.00	16,000.00
Contribution - NCLM					0.00				0.00						583.00		583.00	583.00
Dues and Subscriptions																	0.00	0.00
Fish University												3,398.39	3,398.39				0.00	3,398.39
Funding Request - DSI					0.00				0.00								0.00	0.00
Insurance		1,125.00			1,125.00				0.00		145.90	232.79	378.69				0.00	1,503.69
Legal Services (Neil Yarborough)					0.00				0.00								0.00	0.00
Love Lock Heart																	0.00	0.00
Marketing - MSA					0.00		30,504.34	1,750.00	32,254.34		9,073.53	28,739.13	37,812.66			56,239.18	56,239.18	126,306.18
Meals				22.84	22.84		867.24		867.24		518.96	518.96	518.96				0.00	1,409.04
Membership											265.00	265.00	265.00				0.00	265.00
Misc.											59.87	59.87	59.87	26.75			26.75	86.62
NC Trac					0.00				0.00								0.00	0.00
Payroll Taxes											273.02	1,002.74	1,275.76	1,290.57	1,002.74	1,463.15	3,756.46	5,032.22
Payroll Wages											906.26	3,597.82	4,504.08	5,284.22	3,597.82	3,597.82	12,479.86	16,983.94
Photography															5,362.50		5,362.50	5,362.50
Postage				100.71	100.71	1.00			1.00		6.00		6.00	10.00		207.80	217.80	325.51
Professional Services - Audit					0.00		2,696.90		2,696.90		1,403.10		1,403.10				0.00	4,100.00
QuickBooks Subscription					0.00	755.00			755.00								0.00	755.00
Reimbursement - Website					0.00				0.00								0.00	0.00
Rental				995.10	995.10				0.00								0.00	995.10
Sponsorships				14,450.00	14,450.00	760.45		4,930.12	5,690.57								0.00	20,140.57
Event Supplies															373.43		373.43	373.43
Supplies		53.39			53.39		144.66		144.66		141.76	712.02	853.78	679.93	889.91	368.20	1,938.04	2,989.87
Supplies - Computer											3,213.68		3,213.68				0.00	3,213.68
Training				2,896.82	2,896.82	85.62			85.62		5,960.70	433.65	6,394.35	(5,960.70)	146.56		(5,814.14)	3,562.65
	230,000.00				0.00				0.00								0.00	0.00
TOTAL TDA EXPENDITURES	230,000.00	1,178.39	4,000.00	20,465.47	25,643.86	3,602.07	36,213.14	10,327.62	50,142.83	0.00	25,967.78	38,393.04	64,360.82	1,330.77	14,480.21	62,257.65	78,068.63	218,216.14

REVENUES LESS EXPENDITURES	0.00				2,467.32				25,121.76	21,245.39	(6,671.69)	(20,150.46)	(5,576.76)	19,472.10	2,547.18	(10,182.03)	11,837.25	33,849.57
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ACCRUALS		19,909.11	11,531.48												2,897.68	(35,262.71)		
OUTSTANDING CHECKS				150.80		(150.80)	(85.62)					259.88		(259.88)	730.28	52,519.79	(730.28)	
ADJUSTED CASH BALANCE		325,848.52	333,380.00	341,176.51		362,165.32	348,556.47	366,147.47		387,392.86	380,721.17	360,830.59		380,042.81	386,217.95	392,562.72		

Closed Session