

CITY COUNCIL SPECIAL MEETING AGENDA
SANFORD, NORTH CAROLINA
Dennis Wicker Civic Center
1801 Nash Street, Sanford, NC
October 6, 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 Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2020-2021 (Equity Taskforce Initiative) – (Pages 4-5)
 - B. Approval of Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2020-2021 (Replacement of Police Vehicle) – (Pages 6-7)
 - C. Approval of Resolution to Approve Community Development Block Grant Infrastructure (CDBG-I) Funds (Pages 8-50)
7. **SPECIAL AGENDA**

Presentation of Arbor Day Proclamation (Pages 51-52)
8. **CASES FOR PUBLIC HEARINGS**
9. **DECISIONS ON PUBLIC HEARINGS**
 - A. 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 53-58).

- Vote to Approve a Statement on Long Range Plan Consistency as it Relates to this Rezoning Request
- Consider Vote to Approve or Deny the Rezoning Request – Consider Adoption of Ordinance Amending the Official Zoning Map of the City of Sanford, North Carolina – (Pages 59-69)

B. Application by Riley Walker Development for property owned by Pine Reserve, LLC - 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 (Pages 70-74).

- Vote to Approve a Statement on Long Range Plan Consistency as it Relates to this Rezoning Request
- Consider Vote to Approve or Deny the Rezoning Request – Consider Adoption of Ordinance Amending the Official Zoning Map of the City of Sanford, North Carolina – (Pages 75-87)

10. REGULAR AGENDA

- A. Consider Execution of Releases from Economic Development Agreement and Right of Re-Entry in the Deed to R. Fincher Inc. and Satisfaction of the Security Instrument in Deed Book 1480, Page 351 – (Pages 88-111)
- B. Consider Resolution in Support of Temporary Closure of Portions of Several Streets for the Central Carolina Jaycees 2020 Sanford Christmas Parade – (Pages 112-121)
- C. Consider Ordinance Establishing a No Parking Zone on Midland Avenue from N. Eighth Street to N. Tenth Street and on Nineth Street from Midland Avenue to Charlotte Avenue – (Pages 122-124)
- D. Consider Resolution in Support of Temporary Closure of a Portion of Washington Avenue for a Voter Registration Event – (Pages 125-184)
- E. Consider Resolution in Support of Temporary Closure of a Portion of Wicker Street (Sandra’s Bakery Foods of Fall) – (Pages 185-188)

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 Discussion from Kelli Laudate Regarding Temple Theatre Fund Raiser and Temporary Closure of Wicker Street – (Page 189)

- B. Consider Ordinance Amending the Annual Operating Budget of the City of Sanford FY 2020-2021 (Sanford Affordable Housing Development Corporation) – (Pages 190-192)
- C. Consider Discussion Regarding Sales Tax Revenue and Salary Adjustments – (Page 193)

12. OTHER BUSINESS

13. ADJOURNMENT

**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
TRANSFER OF FUNDS**

Transfer from the Following Accounts:

Transfer to the Following Accounts:

10016650 69900 Contingency 18,884

10054900 00000 Community Development 18,884

Total Appropriation \$ 18,884

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

ADOPTED this, the 6th day of October, 2020.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

2020-2021 BUDGET ORDINANCE AMENDMENT

GENERAL FUND

Transfer from the Following Funds - results in decreasing of budget

Contingency	18,884	To transfer contingency funds required to offset expenditures as described below
-------------	--------	--

Transfer to the Following Funds - results in increasing of budget

Community Development	18,884	To budget funds for Equity Task Force Initiative
-----------------------	--------	--

**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 30334 Insurance Proceeds	23,825	10025100 00000 Police	23,825
Total Appropriation	<u>\$ 23,825</u>		

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

ADOPTED this, the 6th day of October, 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**

Insurance Proceeds	23,825	To appropriate insurance proceeds for item described below
--------------------	--------	--

EXPENDITURES

Police	23,825	To budget funds for replacement of total loss vehicle (unit #113)
--------	--------	---

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,

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 _____ day of October, 2020 in Sanford, North Carolina.

T. Chet Mann, Mayor

Attest:

Bonnie D. Davis, Clerk

Fair Housing Complaint Procedure

City of Sanford

CDBG-I 19-I-3113

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's Community Development Manager, Karen Kennedy (919-718-4657 ext. 5391, 255 E. Weatherspoon Street, PO Box 3729, Sanford NC 27331 or karen.kennedy@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 Karen Kennedy at 919-718-4657 ext. 5391 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 Karen Kennedy al 919-718-4657 ext. 5391 o en 225 E. Weatherspoon Street, Sanford NC 27331 de alojamiento para esta solicitud.



Adopted this _____ day of _____, 2020.

T. Chet Mann, Mayor

ATTEST: _____

Bonnie D. Davis, 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)**.





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

EQUAL OPPORTUNITY POLICY AND PLAN FOR CITY OF SANFORD CDBG-I 19-I-3113

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 **Karen Kennedy, Community Development Manager, designated by the Mayor** 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 **Mayor**. Records presented to the **Mayor** 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.



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

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.

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 _____, 2020

ATTEST:

T. Chet Mann, Mayor

Bonnie D. Davis, Clerk



Procurement Policy and Plan for CDBG-I City of Sanford 19-I-3113

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 _____, 2020.

T. Chet Mann, Mayor

ATTEST:

Bonnie D. Davis, Clerk



LANGUAGE ACCESS POLICY AND PLAN FOR CITY OF SANFORD CDBG-I 19-I-3113

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 are 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.



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):
 Karen Kennedy, Community Development Manager, 919-718-4657, 225 E. Weatherspoon Street, Sanford NC 27331,
 karen.kennedy@sanfordnc.net

Check all methods that will be used.

- Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff (*provide the list*):
- 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. [Click or tap here to enter text.](#)
- Have/has agreed to provide qualified interpreter services.
- Other (*describe*): [Click or tap here to enter text.](#)

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.

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

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.



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;
- 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.



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

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

SUBMITTED AND ADOPTED BY:

T. Chet Mann, Mayor

Date

Bonnie D. Davis, Clerk

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
--	------	------

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

About datasets used in this table

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
- Release Schedule
- Facts for Features
- Stats for Stories
- Blogs

CONNECT WITH US 

Accessibility | Information Quality | FOIA | Data Protection and Privacy Policy | U.S. Department of Commerce

SELECTED SOCIAL CHARACTERISTICS IN THE UNITED STATES

Survey/Program: American Community Survey

Product: 2018: ACS 5-Year Estimates Data Profiles

TableID: DP02

Download

IN

10

ICS

10

S

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



**CITY OF SANFORD CDBG-I 19-I-3113
 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 **City** 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: (Karen Kennedy, Community Development Manager, 919-718-4657 ext. 5391, 225 E. Weatherspoon Street, PO Box 3729, Sanford NC 27331, and karen.kennedy@sanfordnc.net):

Adopted this _____ day of _____, 2020.

 T. Chet Mann, Mayor

ATTEST:

 Bonnie D. Davis, Clerk



CITIZEN PARTICIPATION PLAN FOR CITY OF SANFORD CDBG-I 19-I-3113

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:	KAREN KENNEDY, COMMUNITY DEVELOPMENT MANAGER
Contact Email:	KAREN.KENNEDY@SANFORDNC.NET
Contact Phone Number:	919-718-4657 EXT. 5391
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

Karen Kennedy, Community Development Manager has been designated Citizen Participation Coordinator by the **Mayor** 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 919-718-4657 ext. 5391** 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 **Mayor** 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 **Mayor**, 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 **Mayor**. Should, after a reasonable period, a party believe that his/her comment or complaint has not been properly addressed or considered by the **Mayor**, 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 _____, 2020.

T. Chet Mann, Mayor

ATTEST:

Bonnie D. Davis, Clerk



**CITY OF SANFORD
 CDBG-I 19-I-3113
 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;



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

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 **Karen Kennedy, Community Development Manager, 919-718-4657 ext. 5391** is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period.

The **Karen Kennedy, Community Development Manager, 919-718-4657 ext. 5391** 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 _____, 2020.

 T. Chet Mann, Mayor

ATTEST:

 Bonnie D. Davis, Clerk

City of Sanford CDBG-I 19-I-3113

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 Karen Kennedy, Community Development Manager (officer), to serve as Section 504 Compliance Officer throughout the implementation of the City of Sanford Community Development Block Grant Program (CDBG-I 19-I-3113).

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. 919-718-4657 ext. 5391. 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 Karen Kennedy at 919-718-4657 ext. 5391 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 Karen Kennedy, 919-718-4657 ext. 5391, o en 225 E. Weatherspoon Street, Sanford NC 27331 de alojamiento para esta solicitud.



Adopted this _____ day of _____, 2020.

T. Chet Mann, Mayor

ATTEST: _____
Bonnie D. Davis, Clerk



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

THE PROHIBITION OF THE USE OF EXCESSIVE FORCE FOR CITY OF SANFORD'S CDBG-I 19-I-3113

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 _____, 2020.

ATTEST:

 T. Chet Mann, Mayor

 Bonnie D. Davis, Clerk



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

CODE OF CONDUCT POLICY FOR CITY OF SANFORD CDBG-I 19-I-3113

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 Council** that the **City** will pass and adhere to this policy.

Adopted this the ___ day of _____, 2020 in Sanford, North Carolina.

 T. Chet Mann, Mayor

ATTEST:

 Bonnie D. Davis

Office of the Mayor

City of Sanford



Proclamation ♦♦

ARBOR DAY

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the City of Sanford, having met all four criteria by the National Arbor Day Foundation, was officially Recertified a Tree City USA in December 2019, by the North Carolina Forest Service and the conducting of an annual Arbor Day is one of the requirements for the continued designation as a Tree City USA;

NOW, THEREFORE, I, T. Chet Mann, Mayor of the City of Sanford, North Carolina, do hereby proclaim **October 29, 2020** as **Arbor Day** in the City of Sanford, and urge all citizens to celebrate **Arbor Day** and to support efforts to protect our trees and woodlands; and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Proclaimed this the **6th** day of **October 2020**.

T. Chet Mann, Mayor

**CITY OF SANFORD CITY COUNCIL
PLANNING BOARD RECOMMENDATION
REGARDING A ZONING MAP AMENDMENT /REZONING
October 6, 2020**

APPLICATION# 2020-0901 TO AMEND THE SANFORD ZONING MAP

RECOMMENDATION FROM PLANNING BOARD:

The Planning Board met on September 15th, after the public hearing for the annexation and rezoning of the subject property was held, and recommended by a five to one vote that the City Council support the petition by Michael L. Mazzella to rezone a vacant 153 ± acre tract of land with frontage on Cotten Road, Cumnock Road, and Zimmerman Road that was annexed into the corporate City limits on September 15 to Planned Unit Development (PUD); thereby keeping the existing zoning. . During their deliberation, the board discussed that the applicant plans to market/develop a Planned Unit Development (PUD) with the land uses and densities illustrated on the plans submitted with the application and will be required to submit more detailed project plans when/if development is pursued in the future, that the existing zoning was already approved by Lee County in 2013, that the City considered how the site would be served by emergency services when reviewing the annexation request, and that the specifics of the site design (including NCDOT roadway requirements and buffering) would be reviewed when more detailed plans were submitted to the boards at a later date.

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

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

Motion Option 2: *“I make a motion that the proposed zoning map amendment **IS NOT** consistent with the adopted long-range plan because it is not in keeping with the long range plan designation of “Village Neighborhood”, which recommends low density single-family dwellings in an area surrounding a Village Center at this location.*

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

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

Motion Option 1: *“I make a motion that the proposed zoning map amendment is reasonable and in the public interest because the subject property was already rezoned to Planned Unit Development (PUD) by Lee County in 2013 and the developer is asking for the zoning to remain “as is” as part of the North Carolina General Statute requirement that the City Council assign a zoning district to the site within 60 days of annexation. The annexation request was triggered by the applicant’s proposal to extend City maintained sanitary sewer to serve the subject property. Therefore, I move to **APPROVE** the request to*

rezone request to rezone a 153 ± acre tract of land with frontage on Cotten Road, Cumnock Road, and Zimmerman Road, also identified as Lee County Tax Parcel 9635-04-5989-00, to Planned Unit Development (PUD).”

Motion Option 2: “I make a motion that the proposed zoning map amendment is not reasonable and not in the public interest because it is not consistent with the long range plan, which was adopted in 2018 to serve as a guide for future growth. Therefore, I move to **DENY** the request to rezone a 153 ± acre tract of land with frontage on Cotten Road, Cumnock Road, and Zimmerman Road, also identified as Lee County Tax Parcel 9635-04-5989-00, to Planned Unit Development (PUD) and propose that the City Council assign a zoning district to this site that aligns more closely with the long range plan.

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

REZONING REPORT FROM SEPTEMBER 15, 2020 AGENDA

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

2020-0901

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 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.

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.

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

WHEREAS, a request to amend the Official Zoning Map has been received from Mike Mazzella (for property owned by Village of Cumnock, LLC that was annexed into the corporate City limits on September 15, 2020) to rezone a vacant 153 ± acre tract of land with frontage on Cotten Road, Cumnock Road, and Zimmerman Road and identified as Tax Parcel 9635-04-5989-00 on Lee County Tax Maps 9625.04, 9635.03, 9635.01, and 9625.02, to Planned Unit Development (PUD), thereby keeping the current zoning of Planned Unit Development (PUD) as previously assigned by Lee County in 2013 and;

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

WHEREAS, the City Council of the City of Sanford conducted a public hearing on September 15, 2020 to receive citizen input on the requested zoning map amendment; and

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

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

The Official Zoning Map is hereby amended to rezone a 153 ± acre tract of land with frontage on Cotten Road, Cumnock Road, and Zimmerman Road and identified as Tax Parcel 9635-04-5989-00 on Lee County Tax Maps 9625.04, 9635.03, 9635.01, and 9625.02, to Planned Unit Development (PUD), thereby keeping the current zoning of Planned Unit Development (PUD) as previously assigned by Lee County in 2013. A vicinity map of the subject property, a narrative, and concept plans are included as Attachments A, B, and C.

In making this decision, the City Council of the City of Sanford hereby finds that, even though the request is not consistent with the *Plan SanLee* Land Use Plan designation 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.

ADOPTED this the 6th day of October 2020.

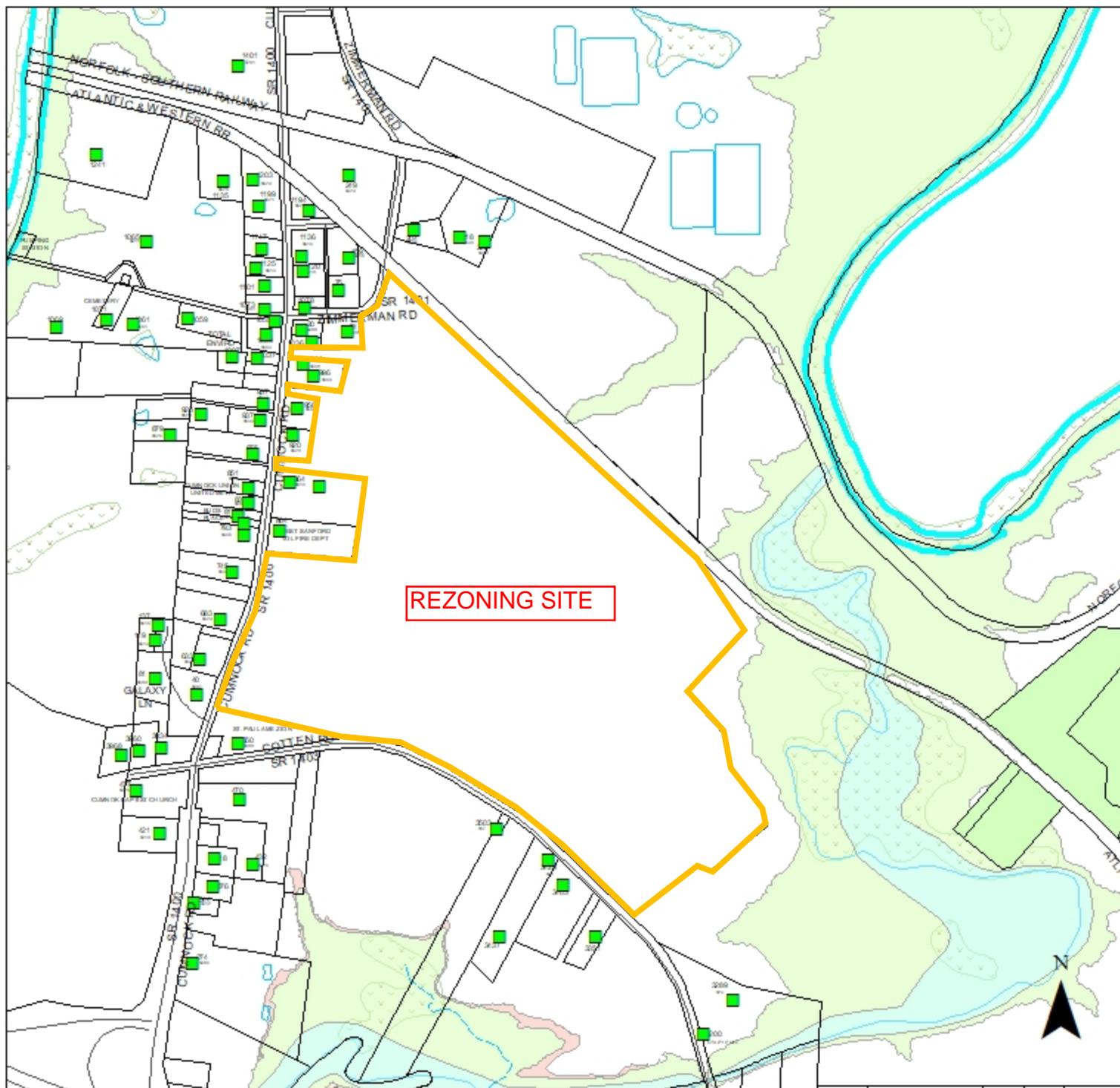
T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

APPROVED AS TO FORM:

Susan Patterson, City Attorney



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.

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

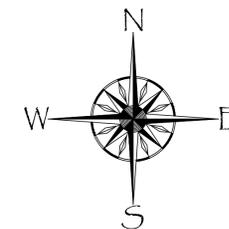
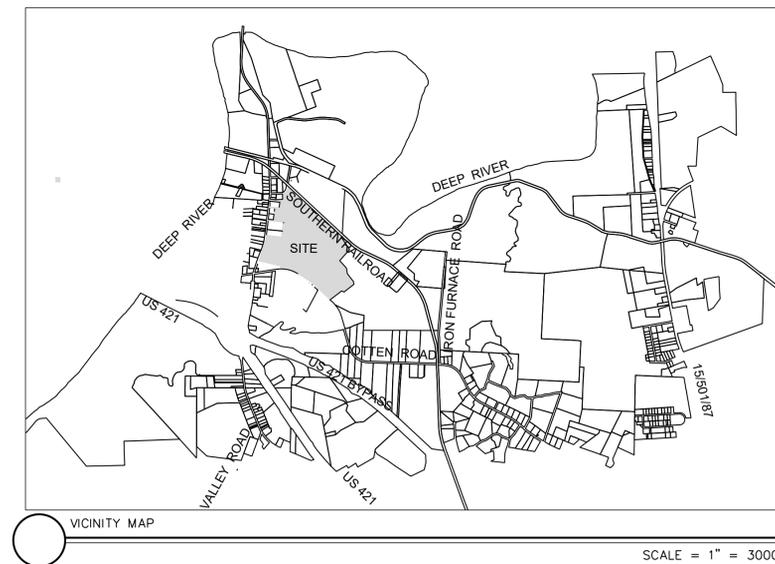
PROPOSED ZONE: PUD

INDEX

COVER SHEET	
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

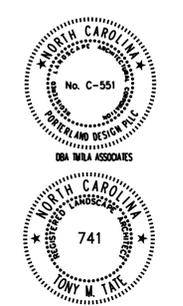
landscape architect:
 TMTLA Associates
 5011 Southpark Drive Ste 200
 Durham, North Carolina 27713
 (919) 484-8880

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



TMTLA ASSOCIATES
 5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
 p: (919) 484-8880 e: info@tmtla.com

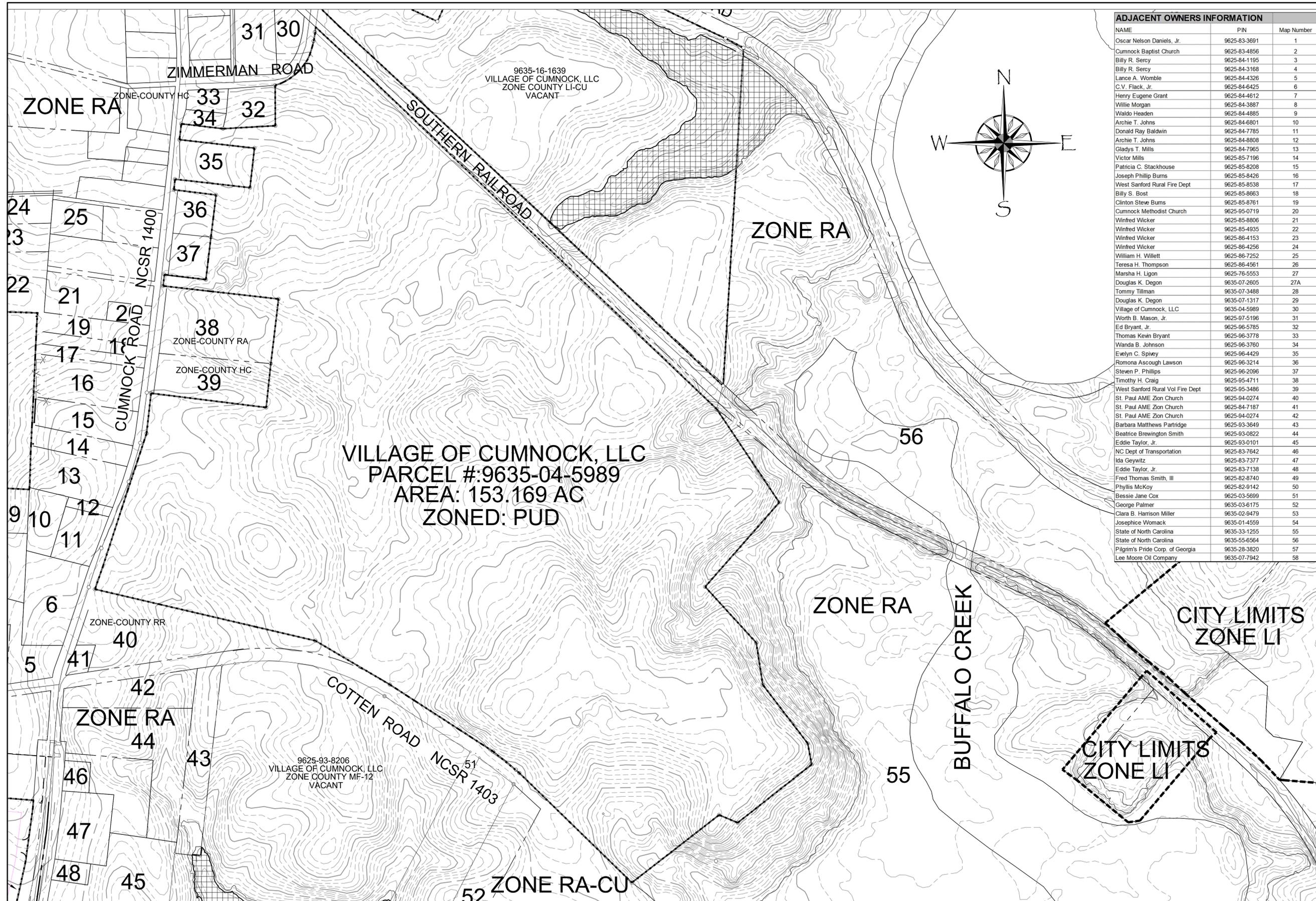


REVISIONS:

Cover
 Village of Cumnock
 Lee County, NC

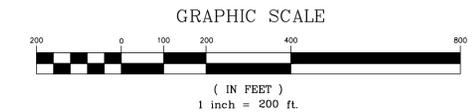
SCALE:
 1"=200'
 DRAWN BY:
 CDR
 PROJECT #

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

TMTLA ASSOCIATES
 5011 SOUTH PARK DRIVE, STE. 200 - DURHAM, NC 27713
 p: (919) 484-8880 e: info@tmtla.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 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
 p: (919) 484-8880 e: info@tmtla.com

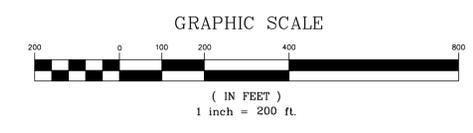
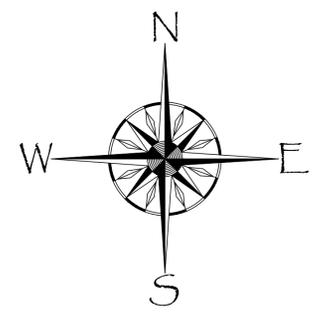
REVISIONS:

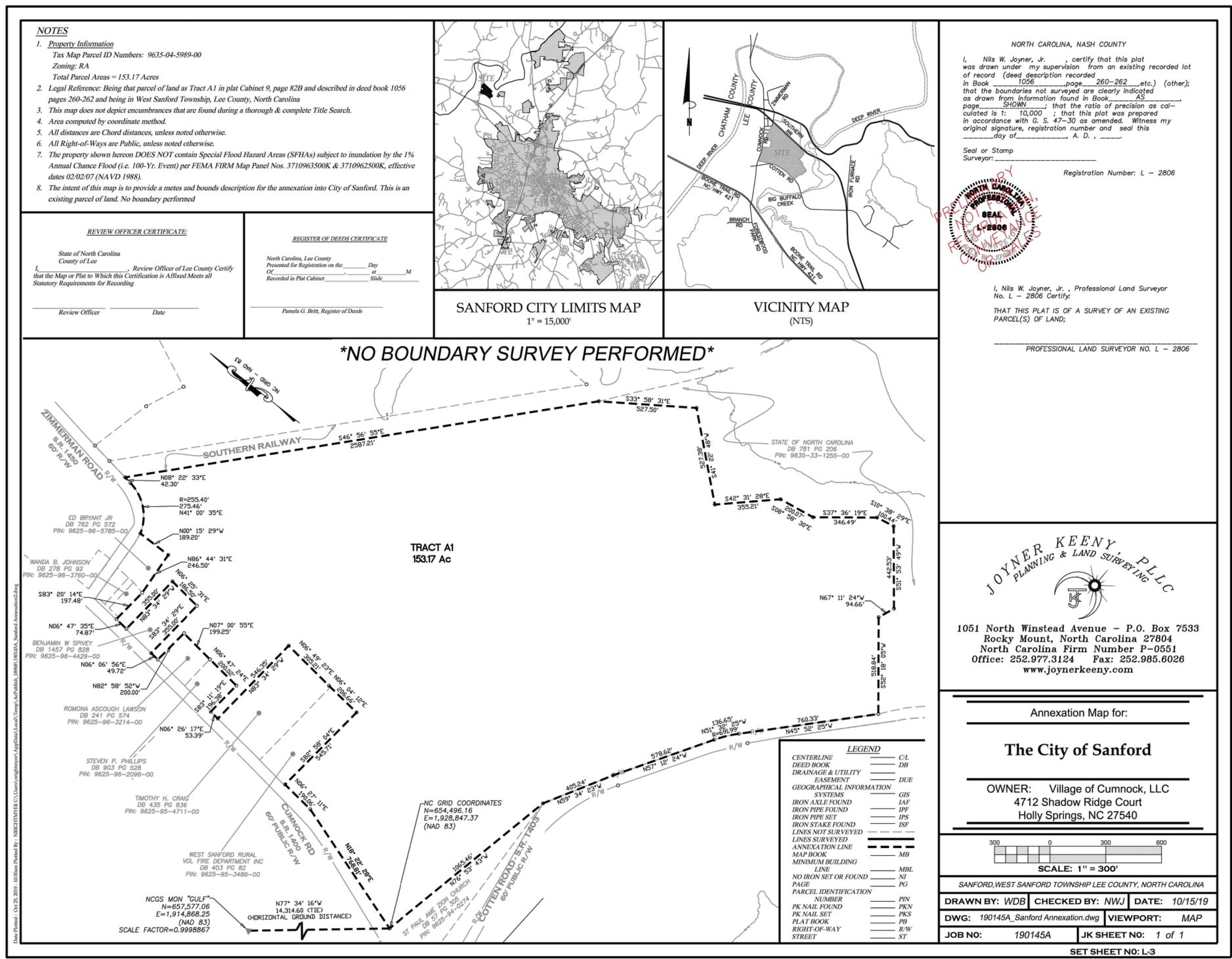
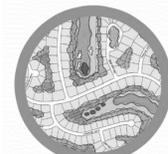
Example of Acreage Allocation
Village of Cumnock
 Lee County, NC

SCALE:
 1"=200'
 DRAWN BY:
 TMT
 PROJECT #

DATE:
 10/28/19

SHEET
L-2
 OF 5



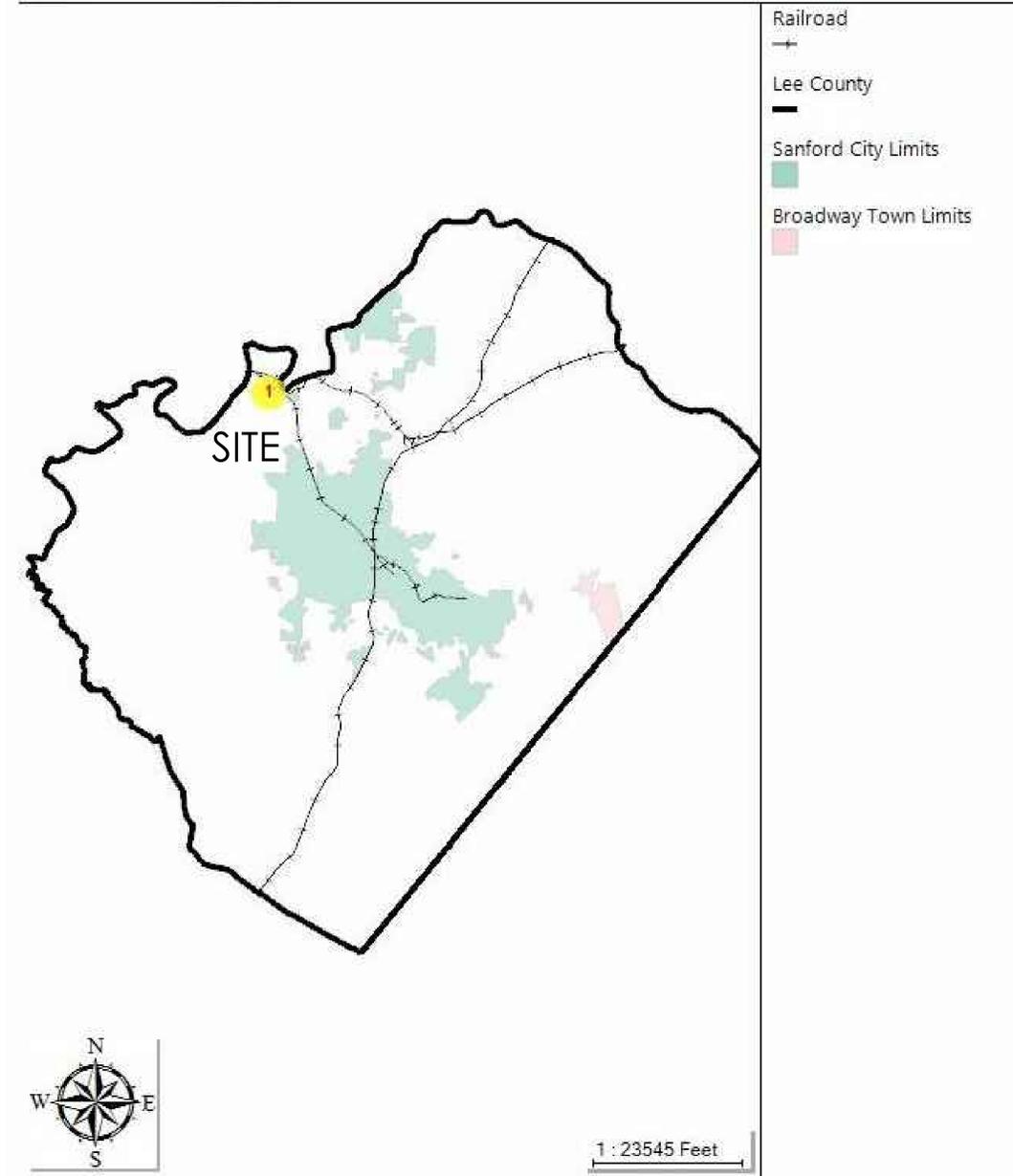


REVISIONS:

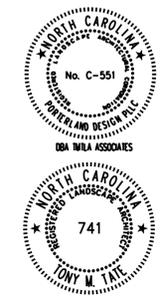
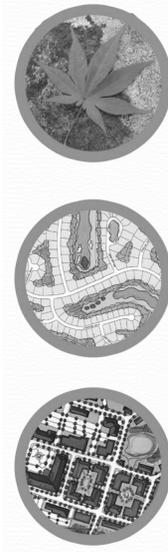
Example of Acreage Allocation
Village of Cumnock
Lee County, NC

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 Cummock
 Lee County, NC

SCALE:
 1"=200'
 DRAWN BY:
 CDR
 PROJECT #

DATE:
 10/28/19
 SHEET

L-4
 OF 5

**CITY OF SANFORD CITY COUNCIL
PLANNING BOARD RECOMMENDATION
REGARDING A ZONING MAP AMENDMENT /REZONING
October 6, 2020**

APPLICATION# 2020-0902 TO AMEND THE SANFORD ZONING MAP

RECOMMENDATION FROM PLANNING BOARD:

The Planning Board met on September 15th, after the public hearing for the annexation and rezoning of the subject property was held, and recommended by a unanimous vote that the City Council support the petition by Riley Walker Development to rezone 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. During their deliberation, the board discussed the high volume of traffic in the area being even greater when school is in session, the pedestrian & vehicular connections from the proposed apartment community to the shopping center next door, the phasing of the project, the location of the one bus stop along Center Church Road being less than ideal but it appears to be warranted since Lee County school buses will not enter apartment communities, and that hopefully NCDOT will make roadway improvements in the area that will continue to allow for growth in a safe manner. Also, the *Plan SanLee* 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.

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

Motion Option 1: *“I make a motion that that the proposed zoning map amendment IS consistent with the adopted long-range plan designation of Mixed Use Activity Area, because it 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.”*

Motion Option 2: *“I make a motion that the proposed zoning map amendment IS NOT consistent with the adopted long-range designation of Mixed Use Activity Area.”*

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

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

Motion Option 1: *“I make a motion that the proposed zoning map amendment is reasonable and in the public interest because the subject property was already rezoned to Planned Unit Development (PUD) by Lee County in 2013 and the developer is asking for the zoning to remain “as is” as part of the North Carolina General Statute requirement that the City Council assign a zoning district to the site within 60 days of annexation. The annexation request was triggered by the applicant’s proposal to extend City maintained sanitary sewer to serve the subject property. Therefore, I move to **APPROVE** the request to*

rezone request to rezone a 153 ± acre tract of land with frontage on Cotten Road, Cumnock Road, and Zimmerman Road, also identified as Lee County Tax Parcel 9635-04-5989-00, to Planned Unit Development (PUD)."

Motion Option 2: *"I make a motion that the proposed zoning map amendment is not reasonable and not in the public interest because it is not consistent with the long range plan, which was adopted in 2018 to serve as a guide for future growth. Therefore, I move to **DENY** the request to rezone a 153 ± acre tract of land with frontage on Cotten Road, Cumnock Road, and Zimmerman Road, also identified as Lee County Tax Parcel 9635-04-5989-00, to Planned Unit Development (PUD) and propose that the City Council assign a zoning district to this site that aligns more closely with the long range plan.*

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

REZONING REPORT FROM SEPTEMBER 15, 2020 AGENDA

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

2020-0902

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
- 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

2020-0902

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 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.

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

WHEREAS, a request to amend the Official Zoning Map has been received from Riley Walker Development for property owned by Pine Reserve, LLC to rezone three adjoining tracts of land totaling 16.43 acres identified as Tax Parcels 9631-34-9072-00, 9631-44-1034-00, and 9631-44-0754-00 as depicted on Lee County Tax Maps 9631.03 and 9631.01 from General Commercial (C-2) to Multi-family (MF-12-C) Conditional Zoning District; and

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

WHEREAS, the City Council of the City of Sanford conducted a public hearing on September 15, 2020 to receive citizen input on the requested zoning map amendment; and

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

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

The Official Zoning Map is hereby amended to rezone three adjoining tracts of land totaling 16.43 acres identified as Tax Parcels 9631-34-9072-00, 9631-44-1034-00, and 9631-44-0754-00 as depicted on Lee County Tax Maps 9631.03 and 9631.01 from General Commercial (C-2) to Multi-family (MF-12-C) Conditional Zoning District for the purpose of developing a multi-family apartment community. A vicinity map of the subject property, concept plans, and architectural elevations are included as Attachments A -G.

In making this decision, the City Council of the City of Sanford hereby finds that 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.

ADOPTED this the 6th day of October 2020.

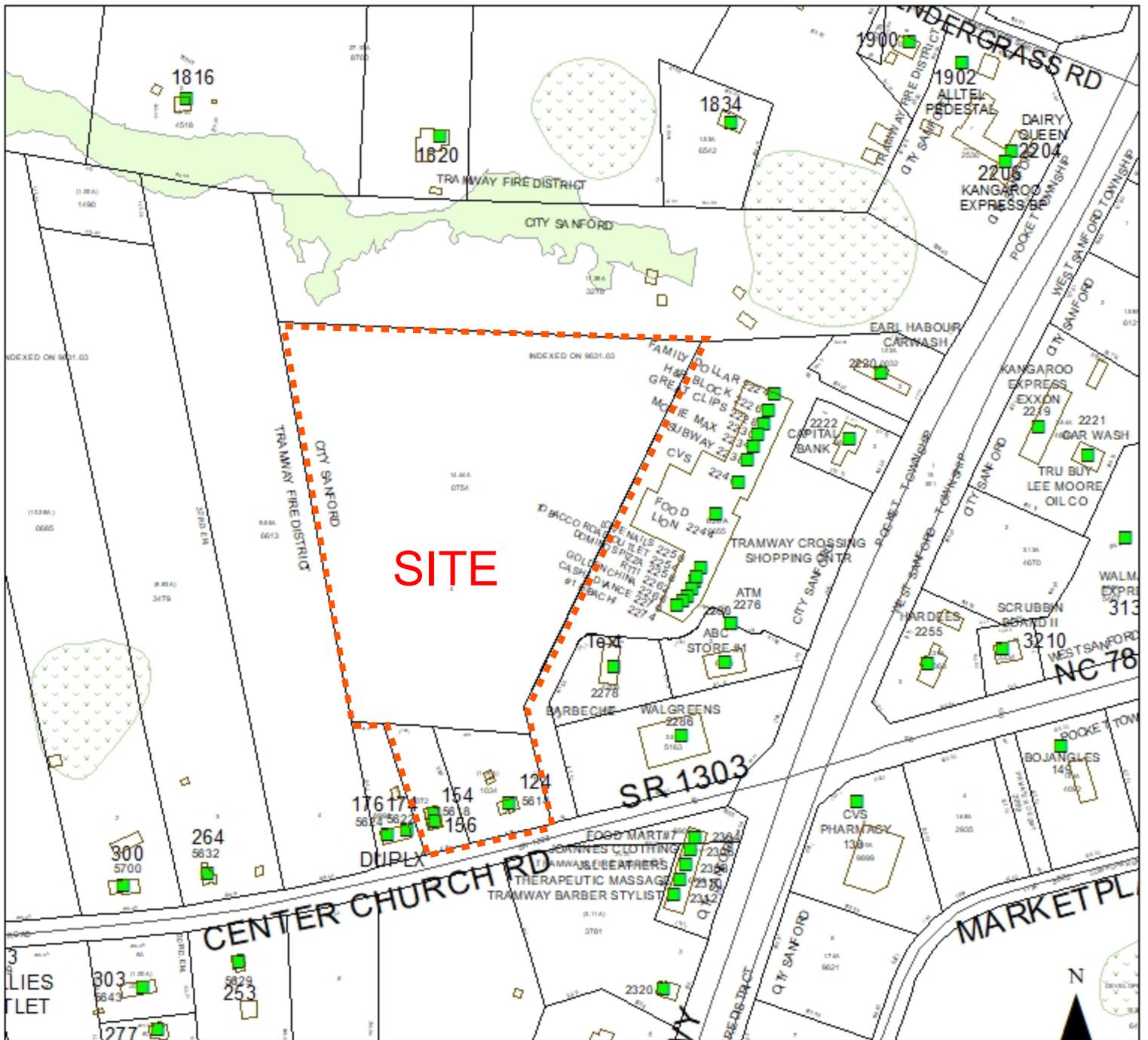
T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

APPROVED AS TO FORM:

Susan Patterson, City Attorney



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.

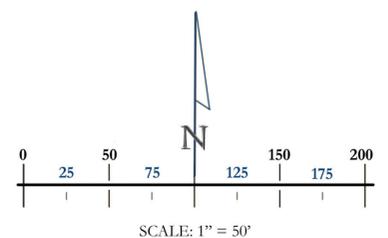
This is a graphic illustration and not a legal document.
All information is comprised of layers of data that may or may not align correctly.



LEGEND	
---	PROPERTY BOUNDARY
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 PHASE 1: +/- 6.25 AC PHASE 2: +/- 10.18 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	

CONCEPTUAL MASTER PLAN
FOR
PINE RESERVE APARTMENTS

SANFORD, NORTH CAROLINA
SEPTEMBER 1, 2020



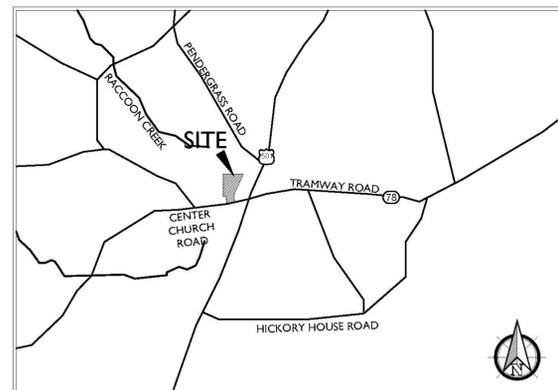
PINE RESERVE APARTMENTS

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:

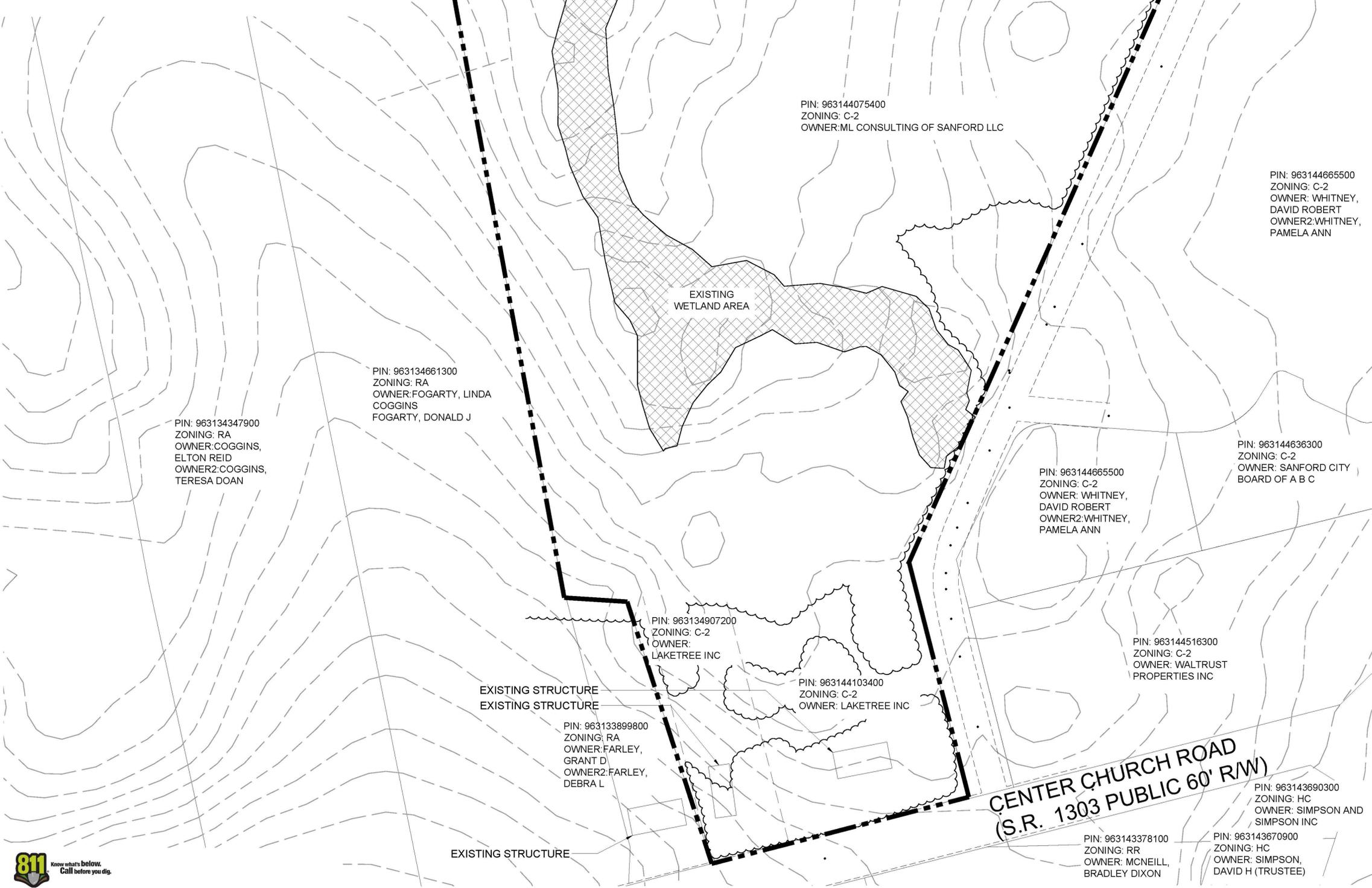
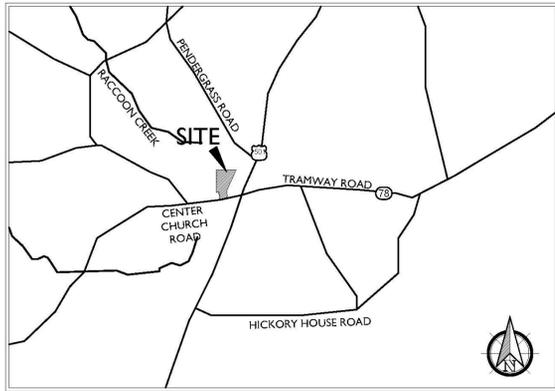
RILEY WALKER DEVELOPMENT
 BRADEN RILEY
 PO BOX 3248
 PINEHURST, NC 28374
 p: (919) 601-1217
 E: randwdevelopment@gmail.com

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: 963144636300
 ZONING: C-2
 OWNER: SANFORD CITY BOARD OF A B C

PIN: 963144665500
 ZONING: C-2
 OWNER: WHITNEY, DAVID ROBERT
 OWNER2: WHITNEY, PAMELA ANN

PIN: 963134907200
 ZONING: C-2
 OWNER: LAKETREE INC

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: 963143690300
 ZONING: HC
 OWNER: SIMPSON AND SIMPSON INC

PIN: 963143378100
 ZONING: RR
 OWNER: MCNEILL, BRADLEY DIXON

PIN: 963143670900
 ZONING: HC
 OWNER: SIMPSON, DAVID H (TRUSTEE)

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:

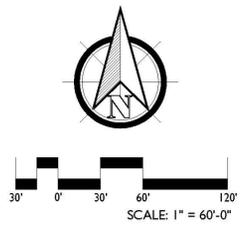
KOONTZJONESDesign
 LAND PLANNING | LANDSCAPE ARCHITECTURE

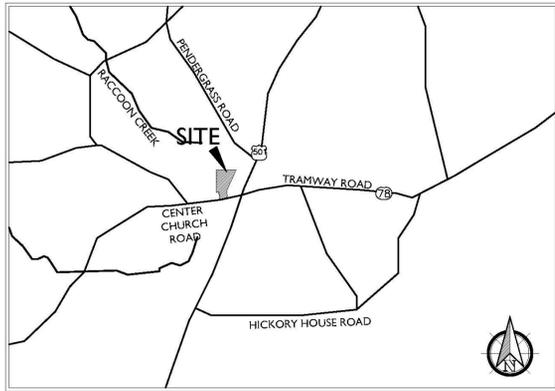
150 S PAGE STREET
 SOUTHERN PINES, NC 28387
 P: (910) 684-8987
 W: www.koontzjonesdesign.com

PINE RESERVE APARTMENTS
 SANFORD, NORTH CAROLINA

EXISTING CONDITIONS

DATE: 2020.04.28
 DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 SCALE: 1" = 60'-0"
 PROJECT #: KD1401
 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

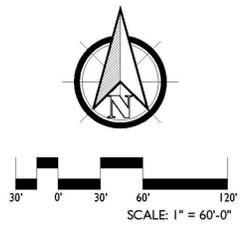
150 S PAGE STREET
 SOUTHERN PINES, NC 28387
 P: (910) 688-8987
 W: www.koontzjonesdesign.com

REVISIONS:

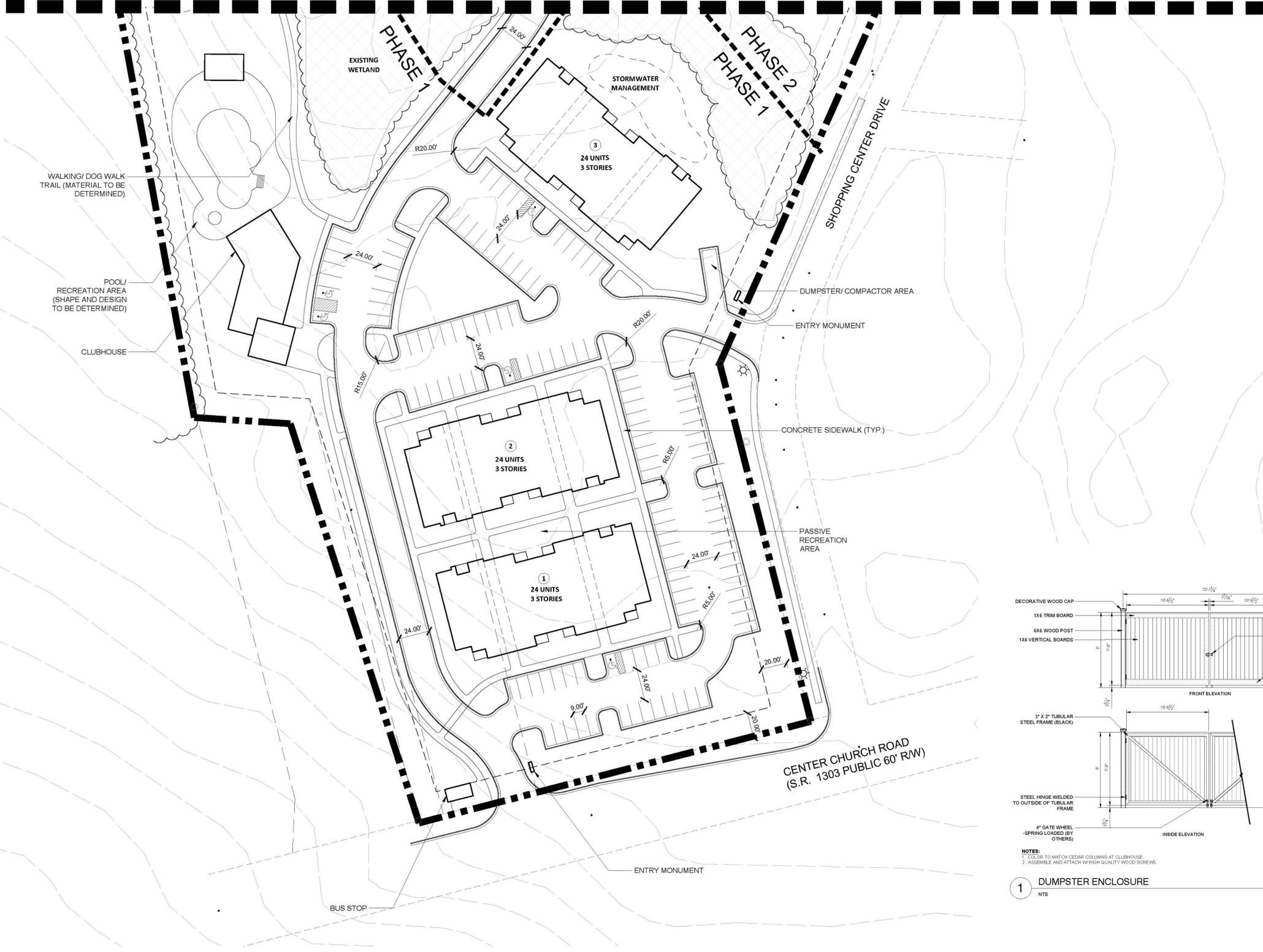
PINE RESERVE APARTMENTS
 SANFORD, NORTH CAROLINA

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

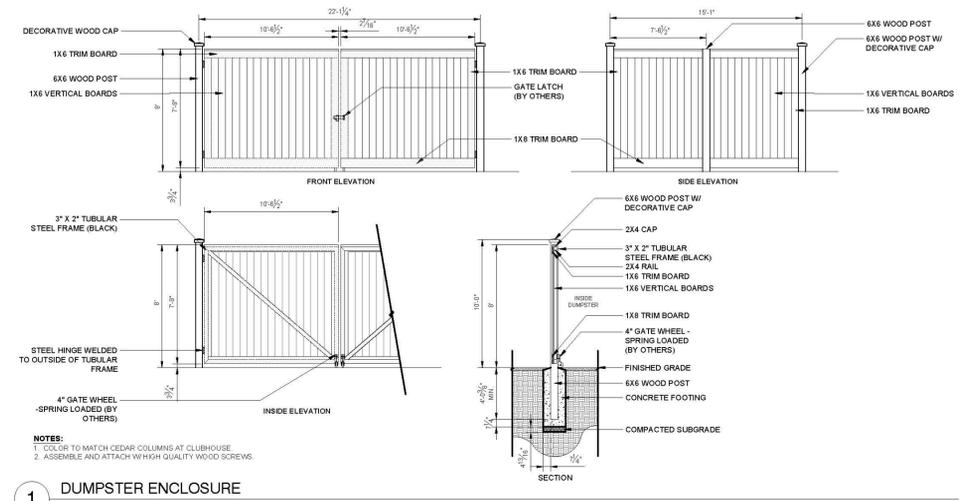


MATCHLINE-SEE SHEET L-1.2



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

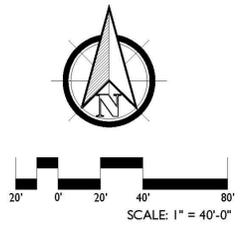
150 S PAGE STREET
SOUTHERN PINES, NC 28387
P: (910) 684-8987
W: www.koontzjonesdesign.com

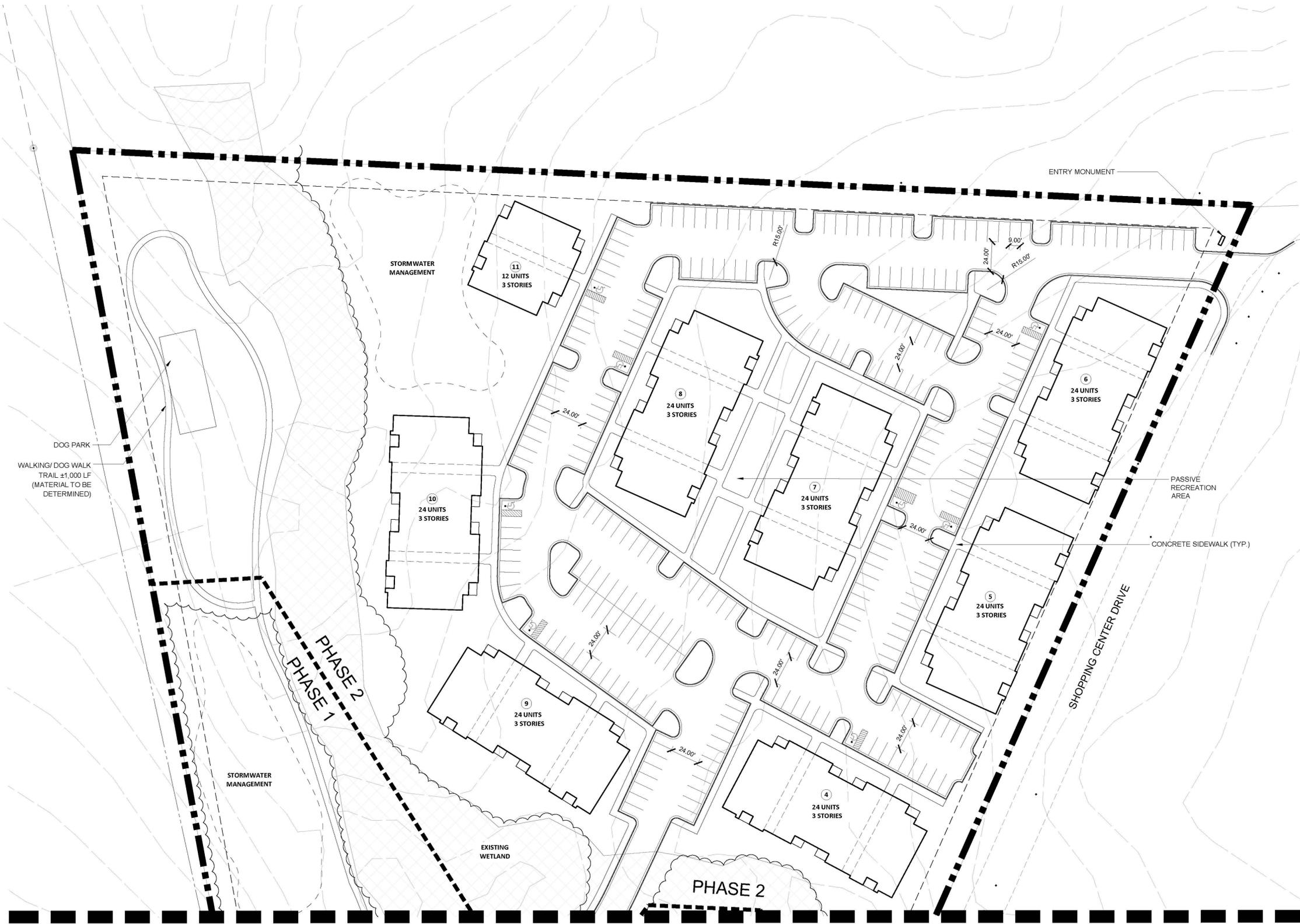
REVISIONS:

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-1.1





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:

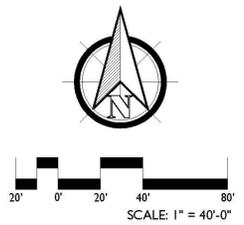
REVISIONS:

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



ATTACHMENT D

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

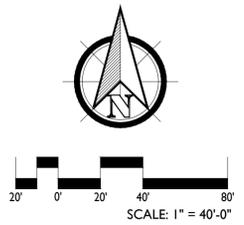
150 S PAGE STREET
 SOUTHERN PINES, NC 28387
 P: (910) 684-8487
 W: www.koontzjonesdesign.com

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





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



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

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

City of Sanford

Susan C. Patterson
City Attorney

MEMORANDUM

TO: Mayor and Council Members
City Manager

FROM: Susan C. Patterson, City Attorney *SNP*

DATE: October 6, 2020

SUBJECT: R. Fincher, Inc.

In May of 2017, the City of Sanford entered into an Economic Development Agreement with R. Fincher, Inc., whereby we conveyed property, (the Federal Building), on the condition that she invest \$300,000 in preservation and restoration of the building, before 07/01/2019; that she operate the project as restaurant/retail use until 07/01/2020; retain approximately 18 jobs; create full time employment for 9 people and part time for 6 people paying an average wage of \$10.75 per hour, by 07/01/2020. According to Finance, R. Fincher, Inc. has met these goals, and they are requesting to be released from the Economic Development Agreement, the Deed of Trust, and from the right of re-entry in the deed.

R. Fincher, Inc. also participated in a Building Reuse Grant program through the State. Attached is the letter from NC Department of Commerce signifying that the La Dolce Vita project is closed.

For your consideration, are documents to release R. Fincher, Inc. from the economic development agreement, the right of re-entry in the deed, and satisfaction of the security agreement (Deed of Trust.)

If you have any questions do not hesitate to call.

Sharon Martin

From: Holly Marosites <holly.marosites@sanfordnc.net>
Sent: Monday, September 21, 2020 2:59 PM
To: Sharon Martin
Subject: FW: Official Close Out Letter Attached - City of Sanford - La Dolce Vita
Attachments: 2018-110-3201-2587_Close_Out.pdf

Holly Marosites
 Management Analyst
 City of Sanford
 225 E. Weatherspoon Street
 Sanford, NC 27330
 919-777-1115

From: Gross, Nichole M <nichole.gross@nccommerce.com>
Sent: Tuesday, October 8, 2019 11:07 AM
To: 'Hal Hegwer' <hal.hegwer@sanfordnc.net>
Cc: 'Holly Marosites' <holly.marosites@sanfordnc.net>; Skip Green <s9351@nc.rr.com>
Subject: Official Close Out Letter Attached - City of Sanford - La Dolce Vita

Good Morning,

Attached is the official close out letter for the La Dolce Vita project. Please let me know if you have any questions.

Best,

Nichole M. Gross
 Grant Manager
 North Carolina Department of Commerce



NC DEPARTMENT
of COMMERCE
 RURAL ECONOMIC
 DEVELOPMENT

919 814 4671 office
nichole.gross@nccommerce.com

301 N Wilmington Street
 4346 Mail Service Center
 Raleigh, NC 27699-4346

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.



ROY COOPER
Governor

ANTHONY M. COPELAND
Secretary

KENNY FLOWERS
Assistant Secretary

September 16, 2019

Hal Hegwer
City of Sanford
PO Box 3729
Sanford, NC 27331-3729

Re: Rural Building Reuse Close Notification
Contract Reference: 2018-110-3201-2587
Project Title: R. Fincher, Inc. dba La Dolce Vita
Pizzeria/226 Carthage Street

Close Date: 9/16/19
Award Amount: 30,000.00

Dear Mr. Hegwer:

Congratulations, the City of Sanford has successfully completed the program requirements for the above-named grant. Thank you for your assistance and we look forward to working with you in the future. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Melody Adams
Director, Rural Grants Programs
Rural Development Division

STATE OF NORTH CAROLINA

COUNTY OF LEE

RELEASE

This release made this 6th day of October, 2020, by and between the City of Sanford and R. Fincher, Inc.;

WITNESSETH:

THAT WHEREAS, R. Fincher, Inc., by agreement recorded in Book 1459, Page 867, Lee County Registry and dated 2nd day of May, 2017, accepted from the City of Sanford, an economic development incentive upon its property located at 226 Carthage Street, Sanford, Lee County, North Carolina, and more particularly described as follow; and

BEGINNING at a point in the northwesterly side of Carthage Street (U.S. Highway No. 1) which point is distant 80 feet northeasterwardly from the intersection of the northeasterly side of Horner Blvd (formerly Endor Street (Boone Trail)) with the northwesterly side of Carthage Street; running thence North 32 degrees 10 minutes West 180 feet to a point in the southeasterly side of St. Clair Street; thence along the southeasterly side of St. Clair Street, North 57 degrees 50 minutes East 120 feet to a point; thence South 32 degrees 10 minutes East 180 feet to a point in the northwesterly side of Carthage Street; thence along the northwesterly side of Carthage Street, South 57 degrees 50 minutes West 120 feet to the point or place of BEGINNING, as shown by plat, "Land proposed to be acquired through condemnation proceedings as a Post Office Site at Sanford, North Carolina". For further reference see Book 1459 Page 875.

WHEREAS, Paragraph 15 of said agreement stated that "...the Company may request, upon satisfactory fulfillment of the terms of this agreement, that the City release the Company from this agreement or release the right of re-entry by execution of a release recorded in the register of deeds of Lee County"; and

WHEREAS, Company has met the requirements and conditions stated in the Economic Development Agreement; and

WHEREAS, Company has requested City to release their property from the Economic Development Agreement.

NOW, THEREFORE, the City of Sanford does hereby release the Company from said agreement recorded in Book 1459, Page 867, Lee County Registry and cancels the same.

This the 6th day of October, 2020.

City of Sanford

ATTEST:

BY: _____
T. Chet Mann, Mayor

Bonnie Davis, City Clerk

STATE OF NORTH CAROLINA

COUNTY OF LEE

I, Vicki R. Cannady, a Notary Public of the County and State aforesaid, certify that Bonnie Davis came before me this day and acknowledged that she is the Clerk of the City of Sanford and that by authority duly given and as the act of the Sanford City Council, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its Clerk.

WITNESS my hand and official stamp or seal, this 6th day of October 2020.

Vicki R. Cannady, Notary Public

My Commission Expires:_____

FILED
 LEE COUNTY NC
 PAMELA G. BRITT
 REGISTER OF DEEDS

FILED	May 25, 2017
AT	03:40:23 pm
BOOK	01459
START PAGE	0867
END PAGE	0874
INSTRUMENT #	03032
EXCISE TAX	(None)

Return to: City of Sanford
 P.O. Box 3729
 Sanford, NC 27331

STATE OF NORTH CAROLINA)	ECONOMIC DEVELOPMENT
)	AGREEMENT
COUNTY OF LEE)	FOR R. FINCHER, INC.

THIS AGREEMENT, made and entered into this the 2nd day of May, 2017, by and between THE CITY OF SANFORD, N.C., a North Carolina municipal corporation (hereinafter CITY) and R. FINCHER, INC., a North Carolina corporation, with an office and place of business in Sanford, Lee County, N.C. (hereinafter referred to as COMPANY);

WITNESSETH:

WHEREAS, COMPANY intends to provide an economic development project located in the City of Sanford, Lee County, North Carolina, which will stimulate the local economy, promote business, assist with revitalization of the downtown area and result in the retention and creation of jobs in the City as a result of the project; and

WHEREAS, as authorized by N.C.G.S. §158-7.1, the CITY OF SANFORD, N.C has agreed to provide an economic development incentive by selling the surplus building and real estate it owns at 226 Carthage Street, Sanford N.C. for development of retail/restaurant space, creating jobs and preserving a historic building in downtown Sanford, N.C.

NOW, THEREFORE, in consideration of the foregoing, the benefits accruing to COMPANY, the representations and mutual promises contained herein, the parties hereto agree as follows:

1. Term. The term of this agreement shall begin upon execution and extend, unless sooner terminated as described herein, if all conditions are met, until July 1, 2020.
2. Project. The project consists of purchase of the land and building at 226 Carthage Street, Sanford, N.C., for \$80,000, investment of \$300,000 in building renovations to the building and site, preservation of the historic character of the building, installation of equipment and operation of a restaurant/retail uses in the City of Sanford, Lee County, North Carolina, which will retain approximately 18 jobs in the downtown area and provide new employment for approximately 15 people, paying an average wage of \$10.75 per hour (including tips) (See Exhibit A)
3. Representations. COMPANY makes the following representations as the basis for the undertakings on its part herein contained:
 - a. Standing. The COMPANY is a North Carolina corporation duly organized and existing and in good standing under the laws of the State of North Carolina. The COMPANY has the power and authority to enter into this Agreement, to perform its obligations under, and consummate the transactions contemplated by this Agreement, and has by proper corporate action duly authorized the execution and delivery of this Agreement.

- b. **No Conflicts.** Neither the execution or delivery of this Agreement nor the performance of the obligations under or consummation of the transactions contemplated by this Agreement conflicts or will conflict with any provisions of the Articles of Organization or the Operating Agreement of the company or any material term or provision of any agreement or instrument to which the company is a party or by which it is bound, or constitutes or will constitute a material breach of or a default under any such agreement or instrument.
 - c. **Continuity.** The COMPANY presently intends to operate the project as restaurant/retail use within the CITY until at least July 1, 2020, and will pay to the CITY the prospective tax revenues from the improvements located on the property which were contemplated pursuant to this Agreement.
 - e. **Inducement.** The COMPANY hereby certifies that without (BUT FOR) the incentives provided by the CITY OF SANFORD, N.C., it would not site this project in the CITY, and that it has contemplated locating in other locations, such as Raleigh, N.C. or out of State.
 - f. **Timing.** The COMPANY agrees to close the purchase of the site on or before July 1, 2017, or as soon thereafter as financing can be arranged, and will begin construction by July 1, 2018 and will invest in preserving and renovating the building and grounds by spending \$300,000 on or before July 1, 2019, will pay taxes on the value of the site with the improvements thereon, has been informed and understands that this project applies only to expenditures for work performed or equipment installed on or after the execution of this document. COMPANY agrees to retain approximately 18 jobs and create approximately 9 full time and 6 part time jobs paying an average wage of \$10.75 (including tips) per hour at this location by July 1, 2020. In the event Company fulfills these goals sooner, COMPANY may request release from this agreement.
4. **Covenant.** The COMPANY covenants and agrees to pay the taxes, create the jobs and make the investment, which are the subject of this Agreement in accordance with the purposes and/or under the restrictions and conditions as set forth herein and/or in the deed to the property.
5. **Conveyance.** In exchange for the investment by the COMPANY and the retention of and creation of new jobs paying the average hourly rate as stated herein, the CITY OF SANFORD, N.C. agrees to sell, grant and convey the property at 226 Carhage Street, Sanford, N.C. for \$80,000, subject to a right of re-entry and restrictive covenants that run with the land, on or before July 1, 2017, and subject to COMPANY being able to secure financing to purchase the property. Failure to secure financing to purchase the property on or before July 1, 2017, or a reasonable time thereafter, shall render this agreement Void.

COMPANY shall submit appropriate documentation of expenditures or information needed to show compliance with the investment and job creation requirements of this project.

6. **Limitation.** Property provided in accordance with this contract is to be used in accordance with N.C.G.S. §158-7.1 for economic development of the CITY for the improvement, renovation, preservation, installation of equipment and operation of a restaurant or retail use by COMPANY at 226 Carthage Street, Sanford, N.C.
7. **Records.** The COMPANY agrees that it will supply to the CITY OF SANFORD, or its designee, agent or auditors, good and sufficient, certified and auditable evidence of the COMPANY's compliance with the terms and conditions of this Agreement and such records, information, reports and verification relating to expenditures of funds or the operations of the COMPANY as may reasonably be requested by the CITY. The COMPANY agrees that the CITY shall have access to the records and premises of the COMPANY at mutually agreeable and reasonable times, and the COMPANY agrees to submit such reports as the CITY shall request pertaining to the renovation or the operations of the COMPANY, including the payroll summary, affidavit of wages, W-4 form and E-verify certification and any other or additional information necessary to verify compliance. The COMPANY shall maintain a written accounting and documentation of all of its receipts and disbursements relating to the project which are the subject of this Agreement.
8. **Audit.** The CITY reserves the right to require a certified audit, or may perform the audit through the use of its staff.
9. **Termination.** This agreement shall terminate and the COMPANY shall be in breach for the following reasons as determined by the CITY, but not limited to these reasons:
 - a. Any use which is illegal; or violates zoning;
 - b. Failure to pay taxes;
 - c. Failure to comply with the terms and conditions of this Agreement;
 - d. Submission to the CITY of reports which are incorrect or incomplete in any material respects;
 - e. Frustration or impossibility of performance, rendering the carrying out of this Agreement improper or unfeasible;
 - f. Transfer of title to the property prior to fulfillment of all requirements of this agreement, without the prior written consent of the CITY;
 - g. In addition, failure to make satisfactory progress towards making the investment in the property of at least \$300,000 in the building and grounds of 226 Carthage Street by July 1, 2019, without requesting an extension of time to make the investment or modification of the agreement; and the determination of whether satisfactory progress has been made shall be in the sole discretion of the CITY.

10. **Clawback, Condition and Right of Re-entry.** If the project as described in this Agreement does not produce the improvements and jobs as anticipated following the execution of this agreement, as set forth herein, specifically:

- i. If the amount of investment made in the grounds and building renovation does not meet or exceed \$300,000, by July 1, 2019, without modification of this agreement; and/or
- ii. The average wage paid to the employees did not equal or exceed \$10.75 per hour (including tips), as determined by documentation provided by owner; and/or
- iii. The COMPANY does not create at least 9 full time jobs and 6 part time jobs and/or retain at least 18 jobs by July 1, 2020;

then, in each event, if the parties hereto do not agree to modify this agreement or extend the time for performance hereunder, the CITY shall have the right to exercise its right of re-entry and retake the property and/or COMPANY shall re-convey the property, to the CITY by warranty deed, with all improvements thereon and with COMPANY bearing all cost of re-conveyance and that such right, title and interest in and to said property by COMPANY shall revert to the CITY: PROVIDED that such right of re-entry and re-vesting of title in the CITY shall be subject to and limited by and shall not defeat, render invalid or limit in any way the liens of Deeds of Trust to secure loans to finance the construction of improvements on the property.

CITY agrees, upon request, to consider subordinating its right of re-entry to said property to any mortgage, deed of trust or security instrument to secure loans to improve said property.

11. **Job Requirement.** The new jobs to be created by the Project must be filled by employees hired after the effective date of this agreement who work at least 35 hours per week for full time jobs and at least 10 hours per week for part time jobs and whose wages are subject to withholding under Article 4A of Chapter 105 of the North Carolina General Statutes.

12. **Non-Assignment.** This Agreement is expressly non-assignable without the prior written consent and approval of the CITY.

13. **Extension.** The CITY may execute an extension of this Agreement in its discretion and in accordance with such additional conditions as it may require.

14. **Waiver or Release.** CITY may waive violations or release and terminate any of the foregoing requirements at any time. Said Release or Waiver may be recorded in the Lee County Registry.

15. Termination. The CITY may terminate this Agreement, as set forth herein, for failure to make the investment in the property, for failure of the project, or violation of the terms of this Agreement, in the discretion of the CITY, without prior notice to COMPANY. Furthermore, the COMPANY may request, upon satisfactory fulfillment of the terms of this agreement, that the CITY release the Company from this agreement or release the right of re-entry by execution of a release recorded in the register of deeds of Lee County.

16. Notice. Notice may be given as follows:

To the City:

City Manager
P O. Box 3729
Sanford, NC. 27330

To the Company:

R. FINCHER, INC.
143 Charlotte Avenue
Sanford, NC 27330

17. Jurisdiction and Venue. This contract shall be construed under the laws of the State of North Carolina. Any controversy or claim arising out of this agreement shall be settled or resolved by an action initiated in Lee County, North Carolina.

18. Severability. If any provision of this agreement is deemed to be invalid or unenforceable it shall not affect the validity or enforceability of any other provision of this agreement.

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

(Corporate Seal)



R. FINCHER, INC., a North Carolina corporation

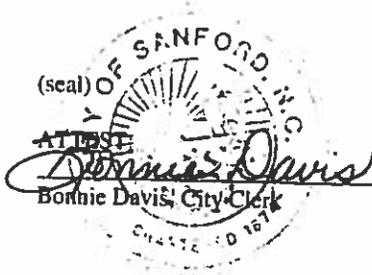
By:

Renee Fincher
Renee Fincher, President

CITY OF SANFORD, NC.

By:

T. Chet Mann
T. Chet Mann, Mayor



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

5-4-17 Bern J. Keely
Date Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF Lee

I, Tonia H. Godfrey, a Notary Public of said County and State, do hereby certify that Renee Fincher personally came before me this day and acknowledged that she is President of R. FINCHER, INC., a NC corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal.

Witness my hand and official seal, this the 9th day of May, 2017.

Tonia H. Godfrey (Seal)
Notary Public



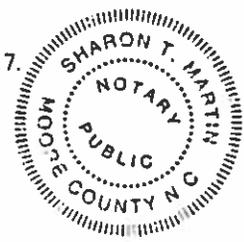
My Commission Expires:
01-24-22

STATE OF NORTH CAROLINA
COUNTY OF Moore

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

Witness my hand and official seal, this the 2 day of May, 2017.

Sharon T. Martin (Seal)
Notary Public



My Commission Expires:
06-06-2017

EXHIBIT A
TO THE AGREEMENT BETWEEN
THE CITY OF SANFORD
AND
R. FINCHER, INC.

ANTICIPATED INCENTIVES

1. **The Project.** The project consists of purchase for \$80,000 and investment of at least \$300,000 in building renovations, historic preservation, site improvements, and equipment to be installed in a retail/restaurant project by R. FINCHER, INC. on property located at 226 Carthage Street in the City of Sanford, Lee County, North Carolina, which will provide employment for at least 33 people (part time and full time jobs) in Sanford, N.C. by the end of the incentive period, paying an average wage of \$10.75 per hour (including tips).
2. **The Incentive.** The CITY OF SANFORD, N.C. shall convey the property and building located at 226 Carthage Street, Sanford, N.C. to COMPANY for \$80,000 subject to the right of re-entry and restrictive covenants that run with the land.

2010-19

**RESOLUTION BY THE SANFORD CITY COUNCIL
ECONOMIC DEVELOPMENT INVESTMENT GUIDELINES**

WHEREAS, Chapter 158 of the General Statutes of North Carolina authorizes cities to engage in economic development activities; and

WHEREAS, North Carolina General statute 160A-20.1 authorizes cities to contract with and appropriate money to a corporation to carry out any public purpose that a City is authorized by law to perform; and

WHEREAS, it is the sense of Council for the City of Sanford that the City should engage in economic development activities and that the LCEDC should be employed to undertake such activities on behalf of the City; and

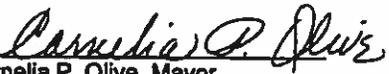
WHEREAS, LCEDC, by action of its Board of Directors, has indicated its willingness to perform such activities on behalf of the City; and

WHEREAS, Under the authority of NCGS 158-7.1, the City Council desires to establish an Economic Development Investment Policy that gives the LCEDC the flexibility and tools to remain competitive so as to attract new industry and retain existing businesses;

NOW, THEREFORE, be it resolved that the City adopts the following Economic Development Investment Policy;

It is the City of Sanford's desire to make public investments to stimulate economic development. Businesses may receive benefits under this policy to induce them to locate or expand their operations in the City of Sanford. Incentive Grants will be awarded based on the benefits to the City of Sanford and its citizens and reviewed on a case by case basis by both the LCEDC and the Sanford City Council.

Adopted this 6th day of July 2010.

By: 
Cornelia P. Olive, Mayor


Bonnie D. White
City Clerk

STATE OF NORTH CAROLINA

COUNTY OF LEE

RELEASE

This release made this 6th day of October, 2020, by and between the City of Sanford and R. Fincher, Inc.;

WITNESSETH:

THAT WHEREAS, City of Sanford, a NC Municipal Corporation, conveyed to R. Fincher, Inc., by deed dated 2nd day of May, 2017, as appears in Book 1459 Page 875, property located at 226 Carthage Street, Sanford, Lee County, North Carolina, and more particularly described as follows:

BEGINNING at a point in the northwesterly side of Carthage Street (U.S. Highway No. 1) which point is distant 80 feet northeasterwardly from the intersection of the northeasterly side of Horner Blvd (formerly Endor Street (Boone Trail)) with the northwesterly side of Carthage Street; running thence North 32 degrees 10 minutes West 180 feet to a point in the southeasterly side of St. Clair Street; thence along the southeasterly side of St. Clair Street, North 57 degrees 50 minutes East 120 feet to a point; thence South 32 degrees 10 minutes East 180 feet to a point in the northwesterly side of Carthage Street; thence along the northwesterly side of Carthage Street, South 57 degrees 50 minutes West 120 feet to the point or place of BEGINNING, as shown by plat, "Land proposed to be acquired through condemnation proceedings as a Post Office Site at Sanford, North Carolina". For further reference see Book 1459 Page 875.

WHEREAS, said Deed appearing in Book 1459 Page 875 contained a right of re-entry subject to the conditions of the Economic Development Agreement, appearing of record in Book 1459 Page 867; and

WHEREAS, Company has met the requirements and conditions stated in the Economic Development Agreement; and

WHEREAS, Company has requested City to release their property from the right of re-entry contained in their deed.

NOW, THEREFORE, the City of Sanford does hereby release the Company from said right of re-entry as contained in Book 1459, Page 875, Lee County Registry.

This the 6th day of October, 2020.

City of Sanford

ATTEST:

BY: _____
T. Chet Mann, Mayor

Bonnie Davis, City Clerk

STATE OF NORTH CAROLINA

COUNTY OF LEE

I, Vicki R. Cannady, a Notary Public of the County and State aforesaid, certify that Bonnie Davis came before me this day and acknowledged that she is the Clerk of the City of Sanford and that by authority duly given and as the act of the Sanford City Council, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its Clerk.

WITNESS my hand and official stamp or seal, this 6th day of October 2020.

Vicki R. Cannady, Notary Public

My Commission Expires: _____

FILED
 LEE COUNTY NC
 PAMELA G. BRITT
 REGISTER OF DEEDS
 FILED May 25, 2017
 AT 03:43:33 pm
 BOOK 01459
 START PAGE 0875
 END PAGE 0877
 INSTRUMENT # 03033
 EXCISE TAX (None)

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$0.00

Parcel Identifier No. 9642-69-3828-00 Verified by _____ County on the ____ day of _____, 20__
 By: _____

Mail/Box to: 143 Charlotte Avenue, Sanford, NC 27330

This instrument was prepared by: Susan C. Patterson, City Attorney

Brief description for the Index: 226 Carthage Street, Sanford, NC 27330

THIS DEED made this 2nd day of May, 2017, by and between

GRANTOR	GRANTEE
City of Sanford, a NC Municipal Corporation P.O. Box 3729 Sanford, NC 27331-3729	R. Fincher, Inc., a NC corporation 143 Charlotte Avenue Sanford, NC 27330

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

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

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

See Exhibit A attached hereto for a complete description.

*subject to conditions subsequent and right of re-entry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 580 page 457.

A map showing the above described property is recorded in Plat Book _____ page _____.

BK 1459 PG 0876

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions: subject to covenants and restrictions as appear in Book 580 Page 457; the Economic Development Agreement for R. Fincher, Inc. dated May 2, 2017, recorded in Book 1459, Page 8107; and all easements and rights of way of record, if any.

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

City of Sanford, a NC Municipal Corporation (SEAL)

By: [Signature] (SEAL)

Title: D. Cherish Mayor

By: [Signature] (SEAL)

Title: Bonnie Davis, City Clerk

By: _____ (SEAL)

Title: _____

USE BLACK INK ONLY

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public

State of North Carolina - County of Moore

I, the undersigned Notary Public of the County and State aforesaid, certify that Bonnie Davis personally came before me this day and acknowledged that she is the Clerk of the City of Sanford, a North Carolina ~~or municipal~~ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of each entity, he signed the forgoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 10 day of May, 2017

My Commission Expires: 06-06-2017 [Signature]

Notary Public Sharon T. Martin



State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct.

This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Register of Deeds for _____ County

By: _____ Deputy/Assistant - Register of Deeds

EXHIBIT A

Attached to deed from City of Sanford to R. Fincher, Inc., for property located at 226 Carthage Street, Sanford, NC.

BEGINNING at a point in the northwesterly side of Carthage Street (U.S. Highway No. 1) which point is distant 80 feet northeasterly from the intersection of the northeasterly side of Horner Blvd (formerly Endor Street (Boone Trail)) with the northwesterly side of Carthage Street; running thence North 32 degrees 10 minutes West 180 feet to a point in the southeasterly side of St. Clair Street; thence along the southeasterly side of St. Clair Street, North 57 degrees 50 minutes East 120 feet to a point; thence South 32 degrees 10 minutes East 180 feet to a point in the northwesterly side of Carthage Street; thence along the northwesterly side of Carthage Street, South 57 degrees 50 minutes West 120 feet to the point or place of BEGINNING, as shown by plat, "Land proposed to be acquired through condemnation proceedings as a Post Office Site at Sanford, North Carolina". For further reference see Book 580 Page 457.

SUBJECT TO all conditions, covenants and restrictions as set forth in the deed recorded in Book 580 Page 457; and FURTHER SUBJECT TO the following subsequent conditions and right of re-entry:

If Grantee fails to comply with the terms of the Developers Agreement as recorded in Book 1459 Page 817, Lee County Registry, by July 1, 2020, Grantor may re-enter and take possession of the property and terminate the interest of Grantee or its assigns or successors in interest and re-vest title to the property in the Grantor, it being the intent of this provision that the title of Grantee is subject to a condition subsequent: PROVIDED that such right of re-entry and re-vesting of title in the Grantor shall be subject to and limited by and shall not defeat, render invalid, or limit in any way, the liens of deeds of trust to secure loans to finance the construction of improvements on the property. PROVIDED FURTHER, that Grantor may waive, release, or terminate the foregoing conditions at any time by recording a Waiver or Release document in the Lee County Registry.

**Satisfaction of Security Instrument
(G.S. 45-36.10; G.S. 45-37(a)(7))**

The undersigned is now the secured creditor in the security instrument identified as follows:

Type of Security Instrument: Deed of Trust
Original Date: December 12, 2017
Original Amount: \$30,000.00
Original Grantor: R. Fincher, Inc.
Original Trustee: Susan C. Patterson
Original Secured Party: City of Sanford, a Municipal Corporation

Recording data: The security instrument is recorded in Book 1480, at Page 351, in the office of the Register of Deeds for Lee County, North Carolina.

This satisfaction terminates the effectiveness of the security instrument.

Date: October 6th, 2020.

City of Sanford

ATTEST:

BY: _____
Hal Hegwer, City Manager

Bonnie Davis, City Clerk

STATE OF NORTH CAROLINA

LEE COUNTY

I, Vicki R. Cannady, a Notary Public of Lee County, North Carolina, certify that Bonnie Davis came before me this day and acknowledged that she is the Clerk of the City of Sanford and that by authority duly given and as the act of the City of Sanford, the foregoing instrument was signed in its name by its Manager, sealed with its corporate seal and attested by her as its Clerk.

WITNESS my hand and official stamp or seal, this 6th day of October 2020.

My Commission Expires: _____

Vicki R. Cannady, Notary Public

FILED
 LEE COUNTY NC
 PAMELA G. BRITT
 REGISTER OF DEEDS

FILED Dec 13, 2017
 AT 10:19:46 am
 BOOK 01480
 START PAGE 0351
 END PAGE 0355
 INSTRUMENT # 07448
 EXCISE TAX (None)

NORTH CAROLINA DEED OF TRUST

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full. This the ___ day of _____, 20__
 Signed: _____

Parcel Identifier No. 9642-69-3828 Verified by _____ County on the ___ day of _____, 20__
 By: _____

Mail/Box to: Susan C. Patterson, P.O. Box 3729, Sanford, NC 27331-3729

This instrument was prepared by: Susan C. Patterson, City Attorney

Brief description for the Index: 226 Carthage Street, Sanford, NC 27330

THIS DEED of TRUST made this 12 day of December, 2017, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
R. Fincher, Inc. a North Carolina corporation 143 Charlotte Avenue Sanford, NC 28330	Susan C. Patterson	City of Sanford, a North Carolina Municipal corporation P.O. Box 3729 Sanford, NC 27331-3729

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

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

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of Thirty thousand and no/100 Dollars (\$ 30,000.00), as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payments of said Promissory Note, if not sooner paid, is October 19, 2019

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given and conveyed and does by these presents bargain, sell, give, grant and convey in said Trustee, his heirs, or successors, and assigns, all of that certain lot, parcel of land or condominium unit situated in the City of Sanford, West Sanford Township, Lee County, North Carolina, (the "Premises") and more particularly described as follows:

See Exhibit A attached hereto for a complete description.

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereunto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request and the expense of the Grantor.

If, however, there shall be any default (a) in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the Sale shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceedings, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of \$ 1,500.00 whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys fees, and a partial commission computed on five per cent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (1/4) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (1/2) thereof after issuance of said notice, three-fourths (3/4) thereof after such hearing; and the greater of the full commission or minimum sum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

I. INSURANCE. Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payments as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then

Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. TAXES, ASSESSMENTS, CHARGES. Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. ASSIGNMENTS OF RENTS AND PROFITS. Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of reletting and collection, to apply the remainder to the debt secured hereby.

4. PARTIAL RELEASE. Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

5. WASTE. The Grantor covenants that he will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that he will not commit or permit any waste.

6. CONDEMNATION. In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. WARRANTIES. Grantor covenants with Trustee and Beneficiary that he is seized of the Premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

8. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder of the Note desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.

9. SALE OF PREMISES. Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law [other than: (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises; (vii) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises], without the prior written consent of Beneficiary, Beneficiary, at its own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. ADVANCEMENTS. If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

BK 1480 PG 0354

11. INDEMNITY. If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. WAIVERS. Grantor waives all rights to require marshaling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

14. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

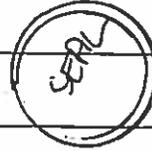
15. OTHER TERMS.

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

R. Fincher, Inc., a NC corporation

(Entity Name)

By: Carolyn Renee Fincher
Title: President
Carolyn Renee Fincher



(SEAL)

(SEAL)

By: _____
Title: _____

(SEAL)

By: _____
Title: _____

(SEAL)

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20____.

My Commission Expires: _____ Notary Public _____

State of North Carolina - County of Lee

I, the undersigned Notary Public of the County and State aforesaid, certify that Carolyn Renee Fincher personally came before me this day and acknowledged that she is the President of R. Fincher, Inc., a North Carolina ~~inc~~ corporation ~~limited liability company/partnership/limited partnership (created through the incorporation)~~, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 12 day of December, 2017

My Commission Expires: 2/15/19

Bonnie Davis
Notary Public



Association Form No. 5 © Revised 7/2013
Printed by Agreement with the NC Bar Association
No. 5
- Standard Form 5

North Carolina Bar Association - NC Bar Form
North Carolina Association of Realtors®, Inc.

EXHIBIT A

Attached to deed from City of Sanford to R. Fincher, Inc., for property located at 226 Carthage Street, Sanford, NC.

BEGINNING at a point in the northwesterly side of Carthage Street (U.S. Highway No. 1) which point is distant 80 feet northeasterly from the intersection of the northeasterly side of Horner Blvd (formerly Endor Street (Boone Trail)) with the northwesterly side of Carthage Street; running thence North 32 degrees 10 minutes West 180 feet to a point in the southeasterly side of St. Clair Street; thence along the southeasterly side of St. Clair Street, North 57 degrees 50 minutes East 120 feet to a point; thence South 32 degrees 10 minutes East 180 feet to a point in the northwesterly side of Carthage Street; thence along the northwesterly side of Carthage Street, South 57 degrees 50 minutes West 120 feet to the point or place of **BEGINNING**, as shown by plat, "Land proposed to be acquired through condemnation proceedings as a Post Office Site at Sanford, North Carolina". For further reference see Book 1459 Page 875.

SUBJECT TO all conditions, covenants and restrictions as set forth in the deed recorded in Book 580 Page 457; and **FURTHER SUBJECT TO** the following subsequent conditions and right of re-entry:

If Grantee fails to comply with the terms of the Developers Agreement as recorded in Book 1459 Page 867, Lee County Registry, by July 1, 2020, Grantor may re-enter and take possession of the property and terminate the interest of Grantee or its assigns or successors in interest and re-vest title to the property in the Grantor, it being the intent of this provision that the title of Grantee is subject to a condition subsequent: **PROVIDED** that such right of re-entry and re-vesting of title in the Grantor shall be subject to and limited by and shall not defeat, render invalid, or limit in any way, the liens of deeds of trust to secure loans to finance the construction of improvements on the property. **PROVIDED FURTHER**, that Grantor may waive, release, or terminate the foregoing conditions at any time by recording a Waiver or Release document in the Lee County Registry.

**RESOLUTION IN SUPPORT OF THE TEMPORARY CLOSURE OF PORTIONS
OF SEVERAL STREETS FOR THE CENTRAL CAROLINA JAYCEES
2020 SANFORD CHRISTMAS PARADE**

WHEREAS, the Central Carolina Jaycees formally request the temporary closure of portions of the following streets:

- 1) Wicker Street from Carthage Street to U.S 1 beginning at 6 p.m. and ending after the last parade entrant enters the official parade route;
- 2) The official parade route: Wicker Street to Steele Street, Steele Street to Carthage Street, and Carthage Street to Wicker Street @ 6:30 p.m.;
- 3) Tryon Street beginning at 6 p.m. and ending at 8 p.m.;
- 4) The section of Park Avenue from Carthage Street to Tryon Street beginning at 6 p.m. and ending after the last parade entrant leaves the official parade route, where Park Avenue intersects with Carthage Street;

WHEREAS, the purpose of said temporary closures will be for the Central Carolina Jaycees 2020 Sanford Christmas Parade; and

WHEREAS, said temporary closure would occur on Monday, December 7th, 2020, between the hours of 5:30 p.m. and 8:30 p.m., or until such time as deemed safe by the City of Sanford Police Department; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the City of Sanford Police and Public Works Departments are directed to close the above said streets on December 7th, 2020 between the hours of 5:30 p.m. and 8:30 p.m., or until such time as deemed safe by the City of Sanford Police Department.

Adopted this the 6th day of October, 2020.

T. Chet Mann, Mayor

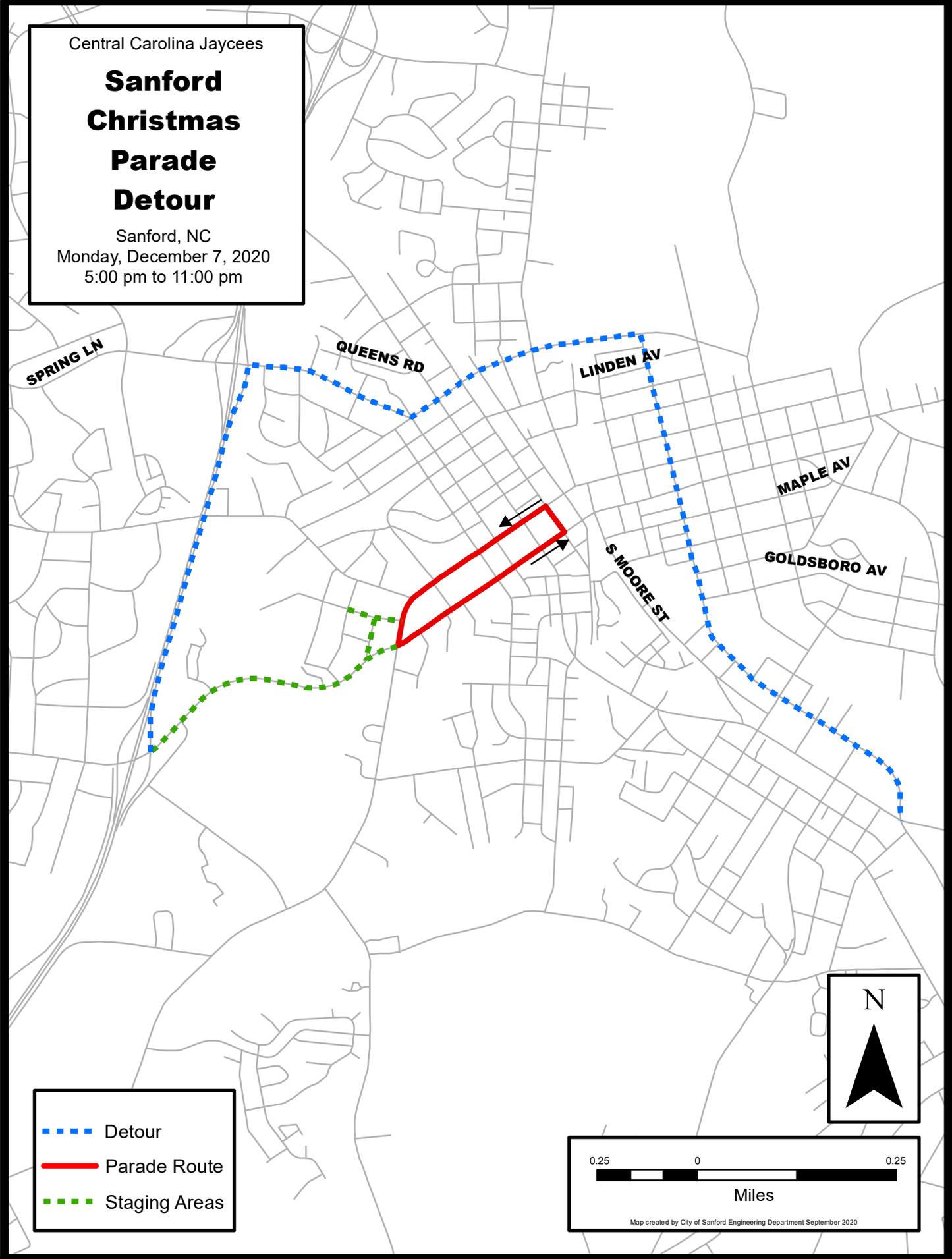
ATTEST:

Bonnie Davis, City Clerk

Central Carolina Jaycees

Sanford Christmas Parade Detour

Sanford, NC
Monday, December 7, 2020
5:00 pm to 11:00 pm



- Detour
- Parade Route
- Staging Areas

0.25 0 0.25
Miles
Map created by City of Sanford Engineering Department September 2020

Central Carolina Jaycees

Sanford Christmas Parade

Sanford, NC
Monday, December 7, 2020
5:00 pm to 11:00 pm

N CURRIE DR
St. Luke UMC
2916 Wicker St.

Kiwanis Family Park

Kiwanis Childrens Park Place

HIGHLAND ST

N GULF ST

SAUNDERS ST

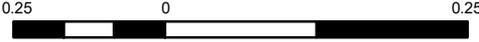
ROBBINS ST



 Parade Route

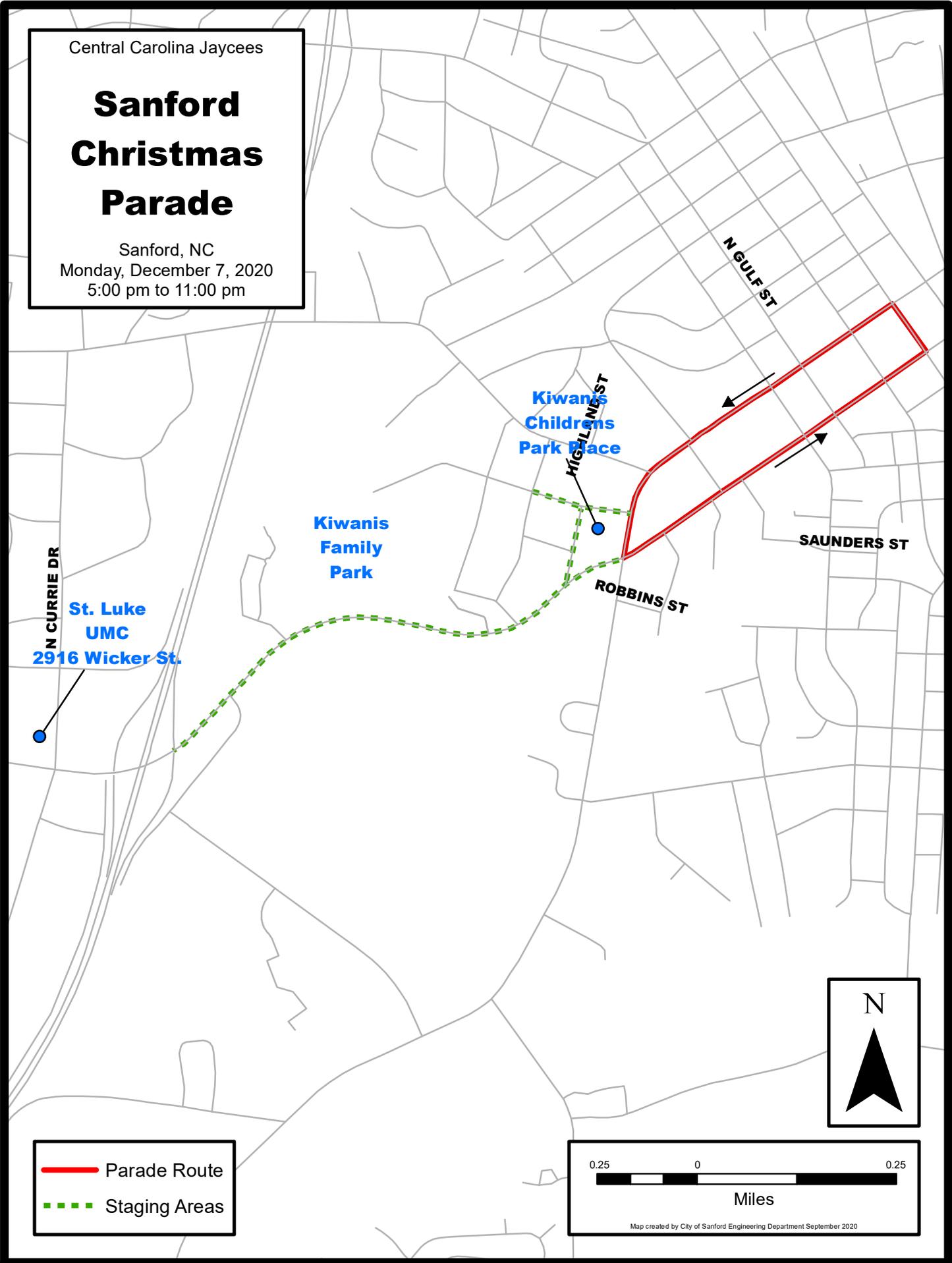
 Staging Areas

0.25 0 0.25



Miles

Map created by City of Sanford Engineering Department September 2020





STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

September 29, 2020

Phil Lawrence
City of Sanford
601 North. Fifth Street
Post Office Box 3729
Sanford, NC 27330

Dear Phil,

This is in reference to your request for a temporary road closure on SR 1237 (Carthage Street) and NC 42 (Wicker Street) in Sanford for Christmas parade being held on Monday, December 7, 2020 starting at 6:00 pm until 9:00 pm .We are not aware of any other special events scheduled for this location, and do not have any maintenance or other activities planned for that area during the time of your event.

We hope this event it is successful. If this is an annual event, please submit your request 60 days prior to the event. If you have any questions, please contact me at 910-947-3930 or whfields@ncdot.gov

Sincerely,

A handwritten signature in blue ink that reads "W.H. Fields III".

W.H. (Nick) Fields III
Traffic Services Supervisor

cc: B.H. Jones, PE
C.E. Dumas Jr, PE
M.W. Kitchen, P.E.
J.S. Brooks, PE
File: 744964

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 8 TRAFFIC SERVICES
150 DOT DRIVE
CARTHAGE, NC 28327

Telephone: (910) 947-3930
Fax: (910) 947-6881
Customer Service: 1-877-368-4968

Location:
150 DOT DRIVE
CARTHAGE, NC 28327

Website: www.ncdot.gov

North Carolina Department of Transportation
Special Event Request Form
 Revised 6/5/13

This request form is required for all special events being held within the right-of-way of State Highway System roads. Special events include one-time, annual, or periodic bicycle races, marathons or other foot races, festivals, charity walks, parades, or other events outside of the normal usage of the State Highway System. **This request must be submitted to the appropriate Division Traffic Engineer(s) where the event will be held at least ninety (90) days prior to the scheduled beginning of the event.** See a listing of the Highway Divisions and their contact information at the following URL:

<https://apps.dot.state.nc.us/dot/directory/authenticated/UnitPage.aspx?id=630>

Section A: Event Information

Name of Event: Central Carolina Jaycees Sanford Christmas Parade
 Type of Event: Parade
 County/Countries: Lee
 City/Cities: Sanford
 Event Date(s): December 7, 2020
 Event Time(s): 6-9 PM
 Primary Sponsoring Organization: Central Carolina Jaycees
 Anticipated number of participants (estimate): 10,000
 Approximate distance in miles: 4
 Requested Action(s):
 (Check all that apply) Temporary Road Closure Temporary Interference with Traffic
 Temporary Lane Closure Participants Share the Road with Traffic

Section B: Contact Information

Director/Organizer Name: Gina Guerrero Email: gina.guerrero.84@gmail.com
 Mailing Address: 1518 Dogwood Acres Dr.
Sanford, NC 27330
 Telephone 1: 919-353-2108 Telephone 2: 919-770-9094 Fax: _____
 Responsible Local Government: City of Sanford
 Local Government Contact: Kris Furrage Telephone: 919-356-4288
 Responsible Law Enforcement Agency: Sanford PD
 Law Enforcement Contact: Jamie Thomas Telephone: 919-775-8268

Section C: Support Material

The following support documentation must be attached to this request before it will be considered...

1. Detailed location(s) of event including maps indicating route(s) used by the event.
2. Detailed description of the event and how it will affect the route(s) used by the event.
3. Written support for the event from all local governments whose jurisdiction the event is being held in.
4. Written acknowledgement and approval by local law enforcement and/or the State Highway Patrol.
5. Type, description, and location of any proposed temporary lane closures/interference, road closures/interference, traffic control and signing with appropriate maps, sketches, detour routes, and written acknowledgement from the agency providing the temporary closures/interference, traffic control, and/or signing accepting responsibility for such.
6. Description of notification to residents along the route as a safety and informational service.
7. Signed statement of liability waiver (last page).
8. **~~Proof of liability insurance in a minimum amount of \$1,000,000 per injury, with the State of North Carolina and the North Carolina Department of Transportation named as additional insured parties. Additional liability insurance may be requested at the discretion of the Department.~~**

Section D: Terms and Conditions

The following applies to all approved events...

1. Requestor shall be responsible to properly close the lanes/roads according to the Manual on Uniform Traffic Control Devices (MUTCD).
2. Requestor shall be responsible to provide all necessary traffic control using the appropriate law enforcement agency/agencies or individuals trained in traffic control as set forth in General Statute §20-114.1.
3. Requestor shall be responsible to notify all emergency services and other responders of any impending closures and/or interference.
4. Event shall be supported by, or endorsed by, the local governing body/bodies.
5. If a bicycle race, requestor shall be responsible to follow rules and statutes specific to bicycle racing as provided for in General Statute §20-171.2.

Section E: Signatures

Requestor Signature: _____



Date: _____

9-7-2020

Approval Signature: _____

Division Traffic Engineer

Date: _____

- CC: Division Engineers
 District Engineers
 Resident Engineers
 Bridge Maintenance Engineers
 Roadside Environmental Engineers
 Bituminous Supervisors
 State Highway Patrol

Sanford Police Department Permit

Permission is hereby granted under the provision of an ordinance adopted by the Board of Councilmen of the City of Sanford, NC and other applicable law, to conduct or engage in a

ANNUAL CHRISTMAS PARADE

(Insert parade, group demonstration, picket line, etc.)

This permit is issued subject to the above activity being performed in a lawful manner in compliance with all provision of the Code of the City of Sanford and the laws of the above State of North Carolina and is further limited to the further provision of this permit. Any violation of State Law or City Ordinance will result in immediate revocation of this permit.

SPECIAL PROVISIONS

This activity may be performed from 6:00 AM PM until 9:00 AM PM on the 7th day of DECEMBER, 2020. If the activity is to progress through the area designated, it shall be at o'clock AM PM. The activity may be performed within the City of Sanford upon the

Wicker St., Carthage St., and Steele St., (see attached map)

(street, sidewalk, place)

Minors below the age of 18 years May May Not participate in such activity. Approximate number of minors attending is 500. Approximate number engaged in this activity will be 10,000. The person or persons in charge of such activity is (are):

CENTRAL CAROLINA JAYCEES

And the person who will be present on the site of such activity and who will be there at all times to retain this permit is:

CENTRAL CAROLINA JAYCEES/Gina Guerrero

That the purpose of such activity is limited to: **Conduct a Christmas parade with commercial floats, vehicles, bands, marchers, etc.**

That the use of vehicles, floats, placards, loudspeakers or other mechanical devices in such activity is limited to the following:

We will have all of the above to give the city of Sanford a night-time parade and there are usually about 120 entries.

That the conduct of such activity shall be at all times under the supervision and control of the Police Department of the City of Sanford and: (a) the space between vehicles and/or floats or other objects in the activity shall be _____ feet: (b) the number of persons participating shall be limited to _____ person per 100 feet of street sidewalk length: (c) that the length of any line formed by such activity shall not exceed _____ feet.

Special restrictions

ISSUED THIS 14th DAY OF September, 2020

BY: _____
AUTHORIZED OFFICER
SANFORD POLICE DEPARTMENT


CHIEF OF POLICE

September 7, 2020

City of Sanford
225 E. Weatherspoon St.
Sanford, NC 27330

To Whom It May Concern:

The Central Carolina Jaycees are managing the Sanford Christmas Parade again this year. The parade is scheduled for Monday, December 7 at 7 pm.

The parade route will begin at the corner of Carthage Street and Wicker Street. The parade will head east on Wicker Street, turn north onto Steele Street, then west onto Carthage Street, and end back at the corner of Carthage Street and Wicker Street.

Staging for the parade will take place at St. Luke UMC on the corner of Wicker Street and N. Currie Drive. Parade entrants will line up along Wicker Street between Carthage Street and U.S. Hwy 1.

We request the following street closings for vehicle traffic:

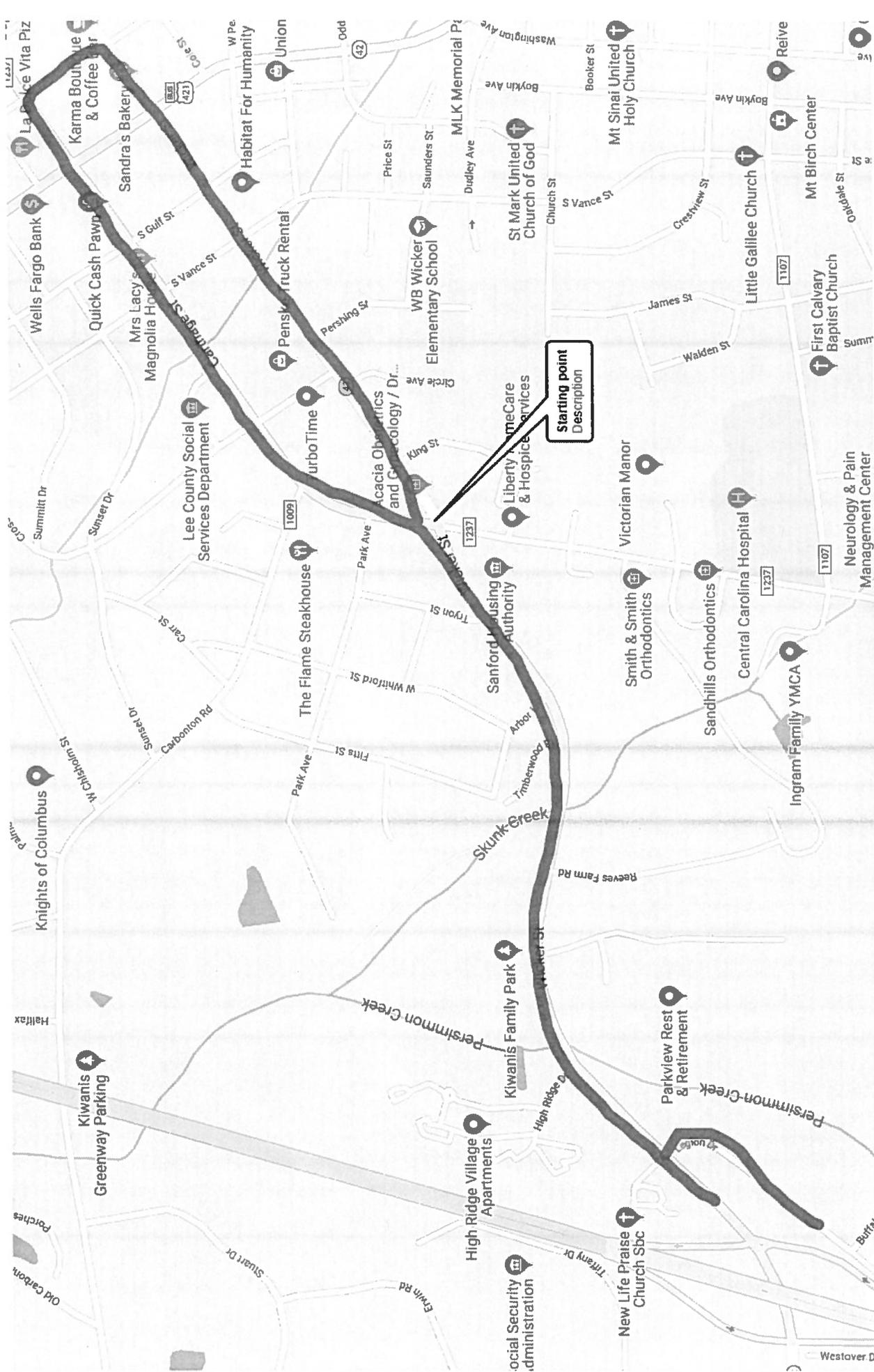
1. Wicker Street from Carthage Street to U.S. 1 beginning at 6 pm and ending after the last parade entrant enters the official parade route.
2. The official parade route: Wicker Street to Steele Street, Steele Street to Carthage Street, and Carthage Street to Wicker Street beginning @ 6:30 pm
3. Tryon Street beginning at 6 pm and ending at 8 pm
4. The section of Park Avenue from Carthage Street to Tryon Street beginning at 6 pm and ending after the last parade entrant leaves the official parade route

The Certificate of Liability will be sent to you from Nationwide Insurance Company under separate cover. It should arrive within two weeks.

I am available for any necessary discussions and meetings. The Central Carolina Jaycees look forward to another great parade!

Sincerely,

Gina Guerrero
(919) 353-2108
Central Carolina Jaycees



**AN ORDINANCE ESTABLISHING A NO PARKING ZONE
ON MIDLAND AVENUE FROM N. EIGHTH STREET TO N. TENTH STREET
AND ON NINTH STREET FROM MIDLAND AVENUE TO CHARLOTTE AVENUE
IN THE CITY OF SANFORD**

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

SECTION 1: From and after the effective date of this ordinance, beginning at the point of intersection of Midland Avenue and N. Eighth Street and ending east at a point of Midland Avenue and N. Tenth Street both sides of the street as a no parking zone.

Also, from and after the effective date of this ordinance beginning at the point of the intersection of N. Ninth Street and Midland Avenue and proceeding south and ending at the intersection of N. Ninth Street and Charlotte Avenue both sides of the street as a no parking zone.

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

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

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

ADOPTED this 6th day of October, 2020.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

Susan C. Patterson, City Attorney

Phil Lawrence

Dear Mr. Lawrence,

I live at 532 Midland Ave. The corner of Midland & 9th St. I am requesting to make that full corner a no parking zone on the sides that are parallel to my lot.

As you may know, the house at 600 Midland Ave is routinely used as a illegal nightclub. No one actually lives in the house. The party goers have been parking in my yard & doing damages to my lawn & water meter box. This past weekend at least 100 cars were parked to attend this club. At least 20 cars were parked in my yard. I'm hoping a no parking zone will save me some maintenance & repair on my lawn. As well hopefully it will keep the very loud music coming from the cars further away from my bedroom windows.

Thank you very much for your time.

Julian "Jenks" Youngblood

**RESOLUTION IN SUPPORT OF THE TEMPORARY CLOSURE OF A PORTION
OF WASHINGTON AVENUE FOR A VOTER REGISTRATION EVENT**

WHEREAS, the Sanford Community Freedom Coalition formally requests the temporary closure of a portion of Washington Avenue; and

WHEREAS, the purpose of said temporary closure will be for the Voter Registration Event being held by Sanford Community Freedom Coalition; and

WHEREAS, said temporary closure would occur on Saturday, October 17th 2020, between the hours of 12:00 p.m. to 5:00 p.m. on a portion of the following street:

Washington Avenue from Fields Drive to W. Garden Street

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

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

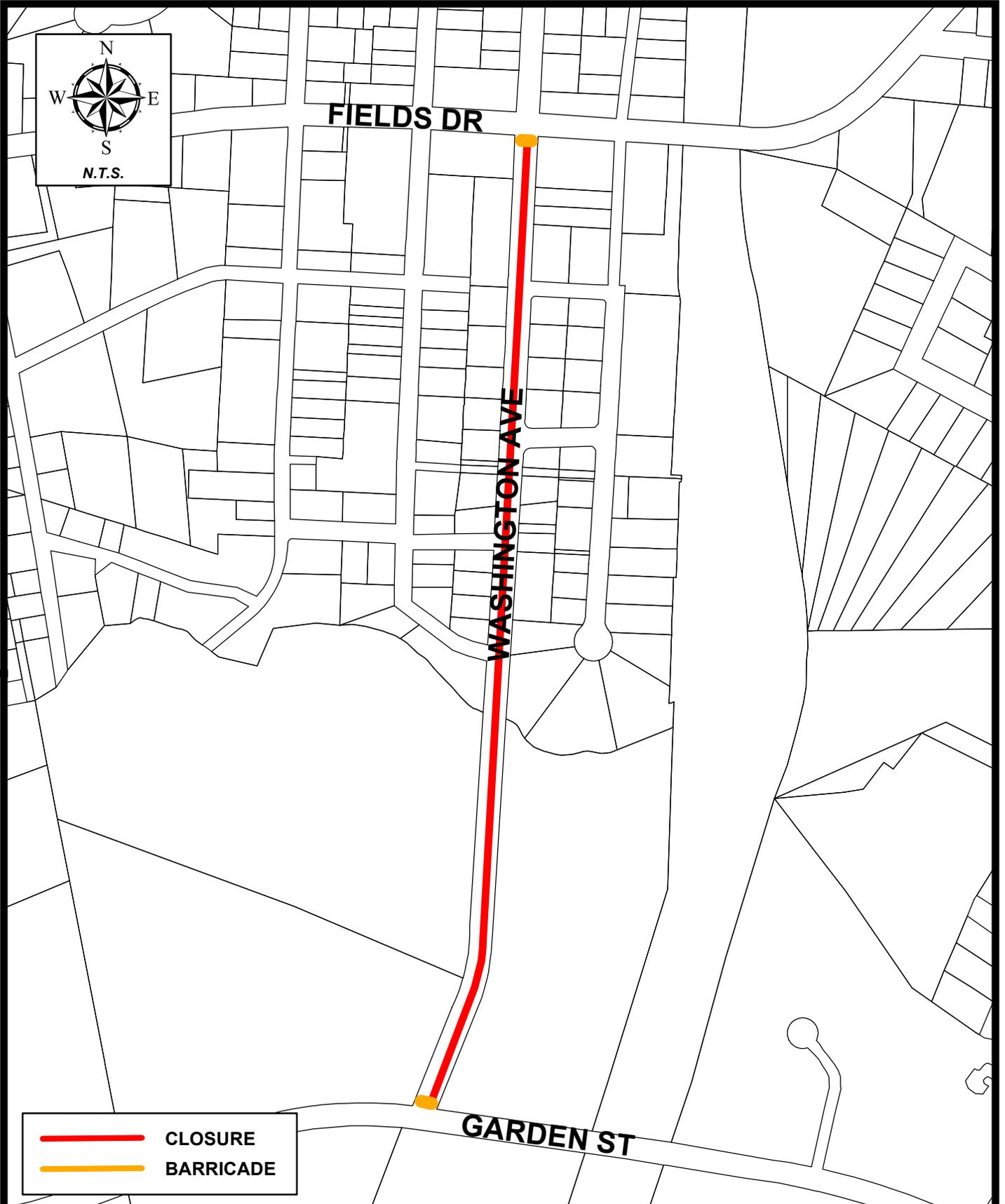
NOW, THEREFORE BE IT RESOLVED, that the City of Sanford Police and Public Works Departments are directed to close the above said street on October 17th, 2020 between the hours of 12:00 p.m. and 5:00 p.m.

Adopted this 6th day of October, 2020.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk



Temporary Street Closures

Date: 09/29/2020

Scale: Not to Scale

Drawn By: Staff



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004
610.617.7900 • Fax 610.617.7940 • PHLY.com

09/16/2020

SANFORD COALITION
205 Jamestown Dr
Sanford, NC 27330

Re: EV66982

Dear Valued Customer:

Thank you very much for choosing Philadelphia Indemnity Insurance Company for your insurance needs. Our first class customer service, national presence and A++ (Superior) A.M. Best financial strength rating have made us the selection by over 150,000 policyholders nationwide. I realize you have a choice in insurance companies and truly appreciate your business.

I wish you much success this year and look forward to building a mutually beneficial business partnership which will prosper for years to come. Welcome to PHLY and please visit PHLY.com to learn more about our Company!

Sincerely,

John W. Glomb, Jr
President & Chief Underwriting Officer
Philadelphia Insurance Companies

JWG/sm



One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

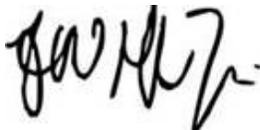
Philadelphia Indemnity Insurance Company

Commercial Lines Policy

THIS POLICY CONSISTS OF:

- DECLARATIONS
 - COMMON POLICY CONDITIONS
 - ONE OR MORE COVERAGE PARTS. A COVERAGE PART CONSISTS OF:
 - ONE OR MORE COVERAGE FORMS
 - APPLICABLE FORMS AND ENDORSEMENTS
-

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless signed by our authorized representative.



President & Chief Underwriting Officer



Secretary

ALL COMMERCIAL LINES

PRIVACY NOTICE FOR COMMERCIAL LINES

This notice is provided on behalf of Philadelphia Indemnity Insurance Company

PURPOSE OF THIS NOTICE

When you apply for or become an insured under, the insurance policies we issue, we gather certain non-public information or “NPI” about your business and its employees. We are committed to safeguarding the NPI you entrust to us. The purpose of this notice is, therefore, to let you know how we collect, use, share and protect the NPI you provide to us in those contexts.

That means this notice applies only to your business interactions with us involving your application for a quote or as a policy holder. NPI we may collect from you in connection with other interactions, such as when you or your employees visit one of our general interest, publicly accessible websites, is governed by the separate notices and policies we publish on those relevant sites or otherwise provide to you.

When we refer in this notice to your “NPI”, we mean non-public information as that term is generally defined and applied under the New York Department of Financial Services’ Cybersecurity Regulation, the Gramm-Leach-Bliley Act and the National Association of Insurance Commissioners’ Data Security Model Law which includes non-public information about your business, such as financial information, account numbers, loss history, personal non-public information of your employees including social security number, address or medical information and any proprietary information we obtain about your business or your customers.

Due to a variety of factors, including certain explicit exemptions they contain, this notice and the NPI we collect from you in connection with the above-described business interactions ***is not*** governed by the EU General Data Protection Regulation, its related EU and Swiss Privacy Shield or the California Consumer Privacy Act.

COLLECTING YOUR NPI

In the course of, or as part of a business interaction, we collect your NPI both directly from you, or from the agents, brokers or other intermediaries acting on your or our behalf, as well as from a variety of additional sources including:

- the applications or other forms you provide to us (these forms may contain your name, address, social security number, marital status, date of birth, gender, length of employment, prior insurance information, home ownership, residency history, vehicle type, vehicle use, or driving history)
- your transactions with us, our other affiliates of the Tokio Marine Group as well as third parties (this information would include, for example, premium payment and claims history)
- consumer or independent reporting agencies (for example your motor vehicle report, property inspection report, accident report or claim report)

USING YOUR NPI

We use your NPI in a variety of ways such as creating and issuing a quote, underwriting or otherwise processing and servicing your insurance policy, handling claims you may have and offering you additional products and services that we think may be of interest to you as well as for related research and analytics purposes.

SHARING YOUR NPI

We do not disclose or share any NPI about our customers or former customers outside of the Tokio Marine Group, except as permitted by law. We do not sell or disclose or share your NPI for third party marketing purposes. We do, however, share your NPI with third parties that we use to service your account or process your insurance policy or your claim, or administer related transactions. These third parties may include:

- i your agent, broker or producer
- i independent claims adjusters, investigators, data processors or attorneys
- i persons or organizations that conduct scientific research, including actuarial or underwriting studies
- i an insurance support organization or another insurer, to prevent or prosecute fraud or to properly underwrite the risk
- i another insurer, if you are involved in an accident with their insured
- i State insurance departments or other governmental or law enforcement authorities, if required by law, to protect our legal interests or in cases of suspected fraud or illegal activities
- i a court of law

We also are required to disclose your NPI if we receive a subpoena, search warrant or other court order.

RETAINING YOUR NPI

The NPI we collect is kept in your policy and/or claim files for as long as needed in connection with your business interactions with you and, if longer, as required by law.

HOW WE PROTECT YOUR NPI

We have adopted and implemented a security and privacy program that includes technical, organizational, administrative, and other measures designed to protect, as required by applicable law and in accordance with industry standards, against reasonably anticipated or actual threats to the security of your NPI. Our security program was created by reference to widely recognized standards such as those published by the International Standards Organization and National Institute of Standards and Technology. It includes, among many other things, procedures for assessing the need for, and as appropriate, either employing encryption and multi-factor authentication or using equivalent compensating controls. As part of our security program, we have specific incident response and management procedures that are activated whenever we become aware that your NPI was likely to have been compromised.

CHANGES TO THIS NOTICE

We may amend this notice from time to time and will inform you of these changes as required by law.

QUESTIONS AND CONTACT INFORMATION

If you have any questions about this notice or how we collect, use, share and protect your NPI, please contact the Chief Privacy Officer of TMNA Services, LLC, who acts as the privacy and data security administrator for most of the Tokio Marine Group in North America. The Chief Privacy Officer's contact information is:

Attn: Privacy Office
 TMNA Services, LLC
 3 Bala Plaza East, Suite 400
 Bala Cynwyd, Pennsylvania 19004
 610-227-1300



One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

**Philadelphia Indemnity Insurance Company
COMMON POLICY DECLARATIONS**

Policy Number:
EV66982

Named Insured and Mailing Address:
SANFORD COALITION
205 Jamestown Dr
Sanford, NC 27330

Producer:
117672
Harris & Company Insurance
110 S Moore St
Sanford, NC 273304224
919-7746400

Policy Period From: 10/03/2020 **To:** 10/05/2020

at 12:01 A.M. Standard Time at your
mailing address shown above.

Business Description: Special Events

Underwriter: Reginald Weiser 609-512-3199

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	\$175.00
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Businessowners	
Workers Compensation	
	Total: \$176.00
Total Includes Federal Terrorism Risk Insurance Act Coverage	\$1.00

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (06/14)

Secretary

Authorized Representative

Philadelphia Indemnity Insurance Company

Form Schedule - Policy

Policy Number: EV66982

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
BJP1901	1298	Commercial Lines Policy Jacket
PP2020	0220	Privacy Policy Notice
CPDPIIC	0614	Common Policy Declarations
Location Schedule	0100	Location Schedule
PICME1	1009	Crisis Management Enhancement Endorsement
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0017	1198	Common Policy Conditions
IL0269	0908	North Carolina Changes - Cancellation and Nonrenewal

Philadelphia Indemnity Insurance Company

Locations Schedule

Policy Number: EV66982

Premis. No.	Bldg. No.	Address
0001	0001	WASHINGTON AVE SANFORD, NC 27330

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: EV66982

Agent # 117672

See Supplemental Schedule

LIMITS OF INSURANCE

\$	3,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
\$	3,000,000	Products/Completed Operations Aggregate Limit (Any One Person Or Organization)
\$	1,000,000	Personal and Advertising Injury Limit
\$	1,000,000	Each Occurrence Limit
\$	300,000	Rented To You Limit
\$	0	Medical Expense Limit (Any One Person)

FORM OF BUSINESS: Other

Business Description: Special Events

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE ATTACHED**

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: This policy is not subject to premium audit.

Classifications	Code No.	Premium Basis	Rates		Advanced Premiums	
			Prem./Ops.	Prod./Comp. Ops.	Prem./Ops	Prod./Comp. Ops.
SEE SCHEDULE ATTACHED						
TOTAL PREMIUM FOR THIS COVERAGE PART:					\$175.00	\$

RETROACTIVE DATE (CG 00 02 ONLY)

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

Retroactive Date: _____

FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule

Countersignature Date

Authorized Representative

Philadelphia Indemnity Insurance Company

Form Schedule – General Liability

Policy Number: EV66982

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG2100	0798	Exclusion - All Hazards in Connection With Designated Premises
CG2101	1185	Exclusion - Athletic or Sports Participants
CG2106	0514	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability With Limited Bodily Injury Exception
CG2109	0615	Exclusion - Unmanned Aircraft
CG2116	0413	Exclusion - Designated Professional Services
CG2132	0509	Communicable Disease Exclusion
CG2135	1001	Exclusion - Coverage C - Medical Payments
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
CG2402	1204	Binding Arbitration
PIACL001	0120	Absolute Cyber Liability and Electronic Exclusion
PIAS005	1113	Limitation of Coverage to a Specified Event and Event Date
PIAS006	0404	Exclusion - Pyrotechnicians/Fireworks
PIAS007	0404	Exclusion - Performer(s)
PIAS010	0404	Additional Insured: Owners and/or Lessors of Premises, Lessors of Leased Equipment, Sponsors or Co-Promoters
PIAS013	0404	Exclusion - Miscellaneous Activities and Devices
PIAS014	0404	Earned Premium Endorsement (Fully Earned Premium)
PIGL001	0894	Exclusion - Lead Liability
PIGL002	0894	Exclusion - Asbestos Liability
PISAM006	0117	Abuse or Molestation Exclusion

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: EV66982

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./Ops.	Prod./Comp. Ops.	Prem./Ops.	Prod./Comp. Ops.
PREM NO. 001 NC ATTENDEES	63218	300 ATTENDANT	\$ 0.15			
ADDITIONAL INSURED						
EVENT PREMIUM					\$ 175.00	
TOTAL PREMIUM					\$ 176.00	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS MANAGEMENT ENHANCEMENT ENDORSEMENT

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

Solely for the purpose of this endorsement: 1) The words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. 2) The words "we," "us" and "our" refer to the company providing this insurance.

I. SCHEDULE OF ADDITIONAL COVERAGE AND LIMITS

The following is the Limit of Liability provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

Crisis Management Expense	\$25,000
---------------------------	----------

II. CONDITIONS

A. Applicability of Coverage

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable. All other terms and conditions of the policy or coverage part to which this endorsement is attached remain unchanged.

B. Limits of Liability or Limits of Insurance

When coverage is provided by this endorsement and any other coverage form or endorsement attached to this policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Liability or Limit of Insurance.

C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

III. ADDITIONAL COVERAGES

A. We will reimburse you for "crisis management emergency response expenses" incurred because of an "incident" giving rise to a "crisis" to which this insurance applies. The amount of such reimbursement is limited as described in Section **II. CONDITIONS, B. Limits of Liability or Limits of Insurance**. No other obligation or liability to pay sums or perform acts or services is covered.

B. We will reimburse only those "crisis management emergency response expenses" which are incurred during the policy period as shown in the Declarations of the policy to which this coverage is attached and reported to us within six (6) months of the date the "crisis" was initiated.

IV. DEFINITIONS

- A.** "Crisis" means the public announcement that an "incident" occurred on your premises or at an event sponsored by you.
- B.** "Crisis management emergency response expenses" mean those expenses incurred for services provided by a "crisis management firm." However, "crisis management emergency response expenses" shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your employees, nor shall "crisis management emergency response expenses" include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.
- C.** "Crisis management firm" means any service provider you hire that is acceptable to us. Our consent will not be unreasonably withheld.
- D.** "Incident" means an accident or other event, including the accidental discharge of pollutants, resulting in death or serious bodily injury to three or more persons.
- E.** "Serious bodily injury" means any injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b.** This insurance applies to such liability assumed by the insured;
 - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f.** The indemnitee:
 - (1)** Agrees in writing to:
 - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
 - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2)** Provides us with written authorization to:
 - (a)** Obtain records and other information related to the "suit"; and
 - (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1.** If you are designated in the Declarations as:
 - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
 - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

POLICY NUMBER: EV66982

COMMERCIAL GENERAL LIABILITY
CG 21 00 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALL HAZARDS IN CONNECTION WITH DESIGNATED PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Description And Location Of Premises:	All operations except those arising out of premises located at WASHINGTON AVE, WASHINGTON AVE, SANFORD, NC 27330
--	--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule or any property located on these premises;

2. Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or

3. Goods or products manufactured at or distributed from those premises.

POLICY NUMBER: EV66982

**COMMERCIAL GENERAL LIABILITY
CG 21 01 11 85**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description of Operations: Any and all athletic or sports participants.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – WITH
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph **2. Exclusions of Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

POLICY NUMBER: EV66982

**COMMERCIAL GENERAL LIABILITY
CG 21 16 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description Of Professional Services
1. Any and all professional services.
2.
3.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- | | |
|---|--|
| <p>A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:</p> <p>2. Exclusions</p> <p>This insurance does not apply to:</p> <p>Communicable Disease</p> <p>"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.</p> <p>This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:</p> <ul style="list-style-type: none"> a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease; b. Testing for a communicable disease; c. Failure to prevent the spread of the disease; or d. Failure to report the disease to authorities. | <p>B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:</p> <p>2. Exclusions</p> <p>This insurance does not apply to:</p> <p>Communicable Disease</p> <p>"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.</p> <p>This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:</p> <ul style="list-style-type: none"> a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease; b. Testing for a communicable disease; c. Failure to prevent the spread of the disease; or d. Failure to report the disease to authorities. |
|---|--|

POLICY NUMBER: EV66982

COMMERCIAL GENERAL LIABILITY
CG 21 35 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Description And Location Of Premises Or Classification: Any and all medical payments.</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

- 1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply: and

- 2. The following is added to Section I – Supplementary Payments:
 - h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C.** The following definition is added to the **Definitions** Section:
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BINDING ARBITRATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

If we and the insured do not agree whether coverage is provided under this Coverage Part for a claim made against the insured, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and

2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE CYBER LIABILITY AND ELECTRONIC EXCLUSION

The following exclusion applies to all coverages afforded under this policy:

This insurance does not apply to any loss, cost, expense, fine, penalty, error and omission, or damage alleging, arising out of or from, attributable to, or giving rise to:

- (1) Any access to, collection or disclosure of, or failure to erase any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, biometrics, or any other type of nonpublic information; or
- (2) Business interruption or suspension of operations as caused by any access, unauthorized access, lack of access, delay in access, damage, manipulation, loss, or impairment to **Electronic Data** or **Electronic Media**; or
- (3) **Cyber Extortion**; or
- (4) A **Privacy Breach**; or
- (5) A **Security Breach**; or
- (6) Any fraudulent communication through **Electronic Media** that impersonates any person or organization, including but not limited to phishing or other social engineering techniques or otherwise; or
- (7) Any computer code, software, or programming; or
- (8) Any **Security Breach** that results in any electronic thing or device or **Electronic Media** malfunctioning, improperly functioning, non-functioning, failing to perform as the intended user desired, or being electronically manipulated to perform in a way that causes harm to the insured or others; or
- (9) The loss, loss of use, misuse, delay, manipulation, corruption, damage, alteration, destruction, distortion, erasure, or theft of, or inability to access or manipulate **Electronic Data** or **Electronic Media** as a result of **Cyber Extortion**; or **Privacy Breach**; or **Security Breach**
- (10) Any failure of utilities based upon, arising out of, or attributable to any mechanical or electrical failure, interruption, or outage, however caused, including but not limited to any electrical power interruption or surge, brownout, blackout, short circuit, over voltage, or power fluctuation or outage to gas, water, telephone, cable, satellite, telecommunications, the internet, or any component thereof, including but not limited to hardware, software, or any other infrastructure as a result of **Cyber Extortion**; or **Privacy Breach**; or **Security Breach**.
- (11) This exclusion applies even if damages are claimed for notification costs, errors or omissions, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost, or expense incurred by the insured or others arising out of that which is described in Paragraphs (1) through (10) above.

As used in this exclusion, the following definitions apply:

Page 1 of 3

@2020 Philadelphia Consolidated Holding Corp.

Computer hardware means the physical components of any **computer system** including CPU's, memory storage devices, storage media, and input/output devices and other peripheral devices and components including but not limited to cable, connectors, fiber optics, networking equipment, **electronic data** storage devices, input and output devices, backup facilities, wire, power supply units, keyboards, display monitors and audio speakers.

Computer system means an electronic, wireless, web or similar systems (including all **computer hardware**, computer programs and **electronic data**) used to process data or information in an analog, digital, electronic or wireless format, including but not limited to, associated input and output devices, data storage devices, networking equipment, wired or wireless peripherals, electronic backup facilities, and media libraries, that is owned or leased, operated and controlled by the insured or operated by an independent contractor authorized to provide Business Process Outsourcing services or outsourced Information Technology services for the insured.

Corporate Information Breach means the public disclosure of an organization's non-public information.

Cyber Extortion means any threat or connected series of threats communicated to the insured for the purpose of demanding money, securities, or property, including but not limited to threats to release, divulge, disseminate, corrupt, damage or destroy **Electronic Data** or **Electronic Media**; introduce malware or **malicious code** into the insured's computer system; electronically communicate with the insured's customers in order to fraudulently obtain personal information, money, securities or property; or restrict or hinder access to the insured's computer system, **Electronic Data** or **Electronic Media**, including but not limited to ransomware.

Denial of service means unauthorized or unexpected interference or malicious attack by any person(s) or entity(ies) that restricts or prevents access to a **computer system** by persons or entities authorized to gain access to the **computer system** or **electronic data**.

Electronic Data means information, facts, blockchain, crypto currencies, or computer programs stored as or on, created or used on, or transmitted to or from computer software, including but not limited to systems and applications software, hard or floppy disks, CD-ROMs, DVDs, external drives, USB sticks, tapes, drives, cells, microchip, data processing devices, or any other media which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of **Electronic Data**, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.

Electronic Media means broadcast or storage media that take advantage of electronic technology. They include television, radio, Internet, fax, Bluetooth, GPS, audio beacons, electronic data, and any other medium that requires electricity or digital encoding of information.

Malicious code means unauthorized and corrupting or harmful computer code, including but not limited to computer viruses, spyware, Trojan horses, worms, logic bombs, and mutations of any of the preceding.

Privacy Breach means a common law or statutory breach of confidence or violation of any common law or statutory rights to privacy, including but not limited to breach of a privacy policy, breach of a person's

right of publicity, misappropriation of likeness, false light, intrusion upon a person's seclusion, or public disclosure of a person's or animal's private information. Privacy Breach will also include a **Corporate Information Breach**.

Security breach means:

1. **Unauthorized access** of the insured's **computer system** or **unauthorized use** of **computer systems** including **unauthorized access** or **unauthorized use** resulting from the theft of a password from the insured's **computer system**;
2. A **denial of service** attack against your **computer systems**; or
3. Infection of the insured's **computer system** by **malicious code** or transmission of **malicious code** from the insured's **computer systems**,

whether any of the foregoing is a specifically targeted attack or a generally distributed attack.

Unauthorized access means the gaining of access to a **computer system** by an unauthorized person or persons.

Unauthorized use means the use of a **computer system** by an unauthorized person or persons or an authorized person in an unauthorized manner.

This Endorsement is an absolute exclusion for cyber liability, **Electronic Data, Electronic Media and Security Breaches**. This Endorsement applies except if coverage is specifically and affirmatively provided in the following coverage forms or endorsements issued by us and only in respect to the coverage afforded in those coverage forms or endorsements. In no event will this Endorsement broaden any coverage afforded in any coverage form or endorsement:

- **Cyber Security Liability Coverage Form**
- **Cyber Security Liability Endorsement**
- **Building and Personal Property Coverage Form**
- **Fraudulent Inducement Insuring Agreement**
- **Fraudulent Inducement Insuring Agreement - Broad Form**
- **Fraudulent Impersonation**
- **Fraudulent Impersonation Ultimate Cover**
- **Business Income and Extra Expense Coverage Form**
- **Computer Coverage Form**
- **Exclusion-Access or Disclosure of Confidential or Personal Information and Data-Related Liability-With Limited Bodily Injury Exception**
- **Changes-Electronic Data**

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE TO A SPECIFIED
EVENT AND EVENT DATE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" occurring only during the specified events and specified event dates listed in the schedule below.

Schedule

Specified Event	Start Date	Specified Event Dates	Finish Date
Voter Registration	10/03/2020		10/05/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PYROTECHNICIANS/FIREWORKS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to “bodily Injury”, “property damage”, “personal and advertising injury” or medical expense arising out of the ownership, maintenance, handling, storage, distribution, sale or use of fireworks, flash-powder, or explosive compositions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFORMER(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to “bodily Injury” to any person while performing in any exhibition, demonstration, or special event sponsored by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES, LESSORS OF LEASED EQUIPMENT, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy is amended to include as an additional Insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
 - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
 - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;
 - c. This insurance does not apply to liability of the owners and / or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to the sole negligence of such additional insured.

2. Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:
 - a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. Sponsors
4. Co-Promoters

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EXCLUSION – MISCELLANEOUS ACTIVITIES AND DEVICES**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Each exclusion indicated by an "X" is added to the policy:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury":

- X Inverted Aerial Maneuver
 Arising out of the attempt to perform or performance of any inverted aerial maneuver by a skier from a jump:
1. Built by you or on your behalf; or
 2. Built on your premises with your permission or knowledge.
- X Amusement Device
 Arising out of the ownership, operation, maintenance, supervision, or use of any amusement device.
- For purposes of this exclusion, amusement device means any device or equipment a person rides for enjoyment, including, but not limited to, any mechanical or non-mechanical ride, slide, water slide (including any ski or tow when used in connection with a water slide), moonwalk or moon bounce, bungee operation or equipment. Amusement device also includes any vertical device or equipment used for climbing – either permanently affixed or temporarily erected. Amusement device does not include any video arcade or computer game.
- X Bungee
 Arising out of the ownership, operation, maintenance, supervision, or use of any bungee operation or equipment whether owned, operated, maintained or used by you, any other insured or any other person or entity.
- X Trampoline
 Arising out of the ownership, operation, maintenance, supervision, or use of any trampoline whether owned, operated, maintained or used by you, any other insured or any other person or entity.
- For purposes of this exclusion, trampoline includes any rebounding device except those which are four feet or less in diameter and whose surface is no more than two feet above floor level.
- X Grass Skiing
 Arising out of grass skiing.
- X Animals
 Arising out of injury or death to any animal.
- X Object Propelled
 Arising out of any object propelled, whether intentionally or unintentionally, into a crowd by or at the direction of a "participant" or insured.
- X "Participant"
 Arising out of the involvement of a participant in any activity, event or exhibition, including, but not limited to, any contest, physical training, sport, event, athletic activity, martial arts or stunt.

X Rodeo

Arising out of any rodeo activity, including, but not limited to, bronco or bull riding, steer roping, team roping, barrel racing or horseback riding.

 Concert

Arising out of a concert, show, or theatrical event.

 X Performer

Arising out of the involvement of any performer during any activity, event or exhibition, including, but not limited to any stunt, concert, show or theatrical event.

DEFINITION OF PARTICIPANT

For purposes of this endorsement, participant means any person who is participating, practicing, or is otherwise involved in an activity, event or exhibition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARNED PREMIUM ENDORSEMENT (FULLY EARNED PREMIUM)

This endorsement modifies Insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- EMPLOYEE BENEFIT LIABILITY COVERAGE PART
- COMMERCIAL AUTOMOBILE COVERAGE PART

Option 1 or 2 must be completed:

OPTION 1:

Premium fully earned at inception: \$176.00 or 100%

Balance earned: 10/03/2020
(indicate when 100% of premium is earned)

Total Premium: \$176.00

OPTION 2:

Premium is fully earned as follows:

Total Policy Premium is fully earned in the event of cancellation prior
to: _____
(date)

Total Policy Premium is fully earned in the event of cancellation after:

(date)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LEAD LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section 1 - Coverages):

This insurance does not apply to:

1. "Bodily injury," "property damage," or "personal and advertising injury" arising out of or caused by the actual or alleged:
 - a. Exposure to or existence of lead, paint containing lead, or any other material or substance containing lead;
 - b. Manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material or substance containing lead;

Whether or not the lead is or was at any time airborne as a particulate, contained in a product ingested, inhaled, transmitted in any fashion, or found in any form whatsoever.
2. Any legal obligation of any insured for indemnification or contribution due to damages arising out of "bodily injury," "property damage" or "personal and advertising injury" caused by lead, paint containing lead, or any other substance or material containing lead.
3. Any loss, cost, expense or damages, whether direct or consequential, arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat or neutralize lead, paint containing lead, or any other substance or material containing lead, or in any way respond to, or assess the effects of lead; or
 - (b) Claim or suit related to, testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralizing lead, paint containing lead, or any other substance or material containing lead or in any way responding to or assessing the effects of lead.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section 1 - Coverages):

This insurance does not apply to:

“Bodily injury,” “property damage,” “personal injury” or “advertising injury” arising out of:

1. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
2. The use of asbestos in constructing or manufacturing any good, product or structure;
3. The removal of asbestos from any good, product or structure; or
4. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by this policy does not apply to payment for the investigation or defense of any loss or “suit,” injury or damage or any cost, fine or penalty or for any expense or claim or “suit” related to any of the above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ABUSE OR MOLESTATION EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. Exclusions of **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2. Exclusions of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to any injury sustained by any person arising out of or resulting from the alleged, actual or threatened abuse or molestation by anyone.

We shall not have any duty to defend any "suit" against any insured seeking damages on account of any such injury.

This exclusion applies to all injury sustained by any person, including emotional distress, arising out of molestation or abuse whether alleged, actual or threatened including but not limited to molestation or abuse arising out of your negligence or other wrongdoing with respect to:

1. Hiring, placement, employment, training;
2. Investigation;
3. Supervision;
4. Reporting any molestation or abuse to the proper authorities, or failure to so report; or
5. Retention;

of a person for whom any insured is or ever was legally responsible or for whom any insured may have assumed the liability; and whose conduct would be excluded above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:**

2. Cancellation Requirements

a. Policies In Effect Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1)** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2)** 30 days before the effective date of cancellation if we cancel for any other reason.

b. Policies In Effect More Than 60 Days

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

- (1)** Expiration of the policy term; or
- (2)** Anniversary date,
 stated in the policy only for one or more of the following reasons:
 - (a)** Nonpayment of premium;

- (b)** An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;
- (c)** Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;
- (d)** Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;
- (e)** A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;
- (f)** Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;

- (g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;
- (h) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;
- (i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina; or
- (j) You fail to meet the requirements contained in our corporate charter, articles of incorporation or by-laws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

- (i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (ii) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.
 - d. We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.

B. The following provisions are added and supersede any other provisions to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:

- (1) Expiration of the policy if this policy has been written for one year or less; or
- (2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.

b. We need not mail or deliver the notice of nonrenewal if you have:

- (1) Insured property covered under this policy, under any other insurance policy;
- (2) Accepted replacement coverage; or
- (3) Requested or agreed to nonrenewal of this policy.

c. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The written notice of cancellation or nonrenewal will:

- a. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and
- b. State the reason or reasons for cancellation or nonrenewal.

**RESOLUTION IN SUPPORT OF THE TEMPORARY CLOSURE OF THREE
PARKING SPACES AT 225 WICKER STREET FOR THE PURPOSE OF
SANDRA’S FOODS OF FALL EVENT**

WHEREAS, Sandra Duty, of Sandra’s Bakery, formally requests the temporary closure of the following parking spaces:

Space Number W227, W228, and W229, in front of the establishment at
225 Wicker Street

WHEREAS, said temporary closure would occur on Thursday, October 8, 2020, Friday, October 9, 2020 and Saturday October 10, 2020 between the hours of 1:00 p.m. and 5:00 p.m., each individual day; and

WHEREAS, North Carolina General Statute 160A-296(a)(4) authorizes the Council for the City of Sanford to regulate the use of public streets, sidewalks, alleys, and bridges and to temporarily close any street or alley; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City of Sanford Police and Public Works Departments are directed to close the above said parking spaces on Thursday, October 8, 2020, Friday, October 9, 2020, and Saturday, October 10, 2020 between the hours of 1:00 p.m. and 5:00 p.m., each individual day.

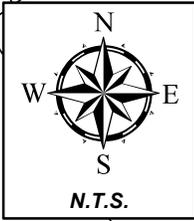
Adopted this 6th day of October, 2020.

T. Chet Mann, Mayor

ATTEST:

Bonnie Davis, City Clerk

138

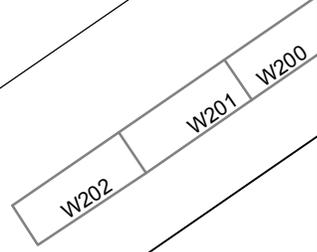


148

152

214

142



224

W237

226

W236

W235

W212

W211

W210

W209

W208 HC

WICKER

W234

W233

W232

W231

211

W230

W229

W228

W227 15MIN

215

234

W216

W215

W214

W213

W214

221

W226

223

W225

W224

W223

225

W222

W221

W220

W219

229

210

233

235



Temporary Parking Space Closures

Date: 09/30/2020

Scale: Not to Scale

Drawn By: Staff

Sandra's
Sandra's Bakery, Inc. *made from scratch*
225 Wicker Street, Sanford, NC 27330 *Bakery*

September 28, 2020

To Whom It May Concern:

Sandra's Bakery, Inc. would like to host an event titled "Sandra's Foods of Fall" on Oct 8th, 9th, and 10th. The bakery would be preparing fair foods, popcorn, cotton candy, funnel cakes, etc. The time of the event is from 1:00 p.m. to 5:00 p.m. We are hoping to use the first 3 parking spaces in front of the bakery to serve more people. We are anxiously waiting your response.

Sandra Duty, President

Discussion Re: Temple Theatre Fund Raiser
and Temporary Closure of Wicker Street



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

(919) 777-1111
FAX: (919) 775-8205

City of Sanford

October 2, 2020

To: Mayor and Council Members

From: Sanford Affordable Housing Development Corporation
Hal Hegwer, President H. H.
Beth Kelly, Treasurer and Secretary

Subject: Grant Request from Sanford Affordable Housing Development Corporation

The Sanford Affordable Housing Development Corporation (Wilrik Apartments) is requesting a grant in the amount of \$50,000 from the City of Sanford to address immediate health and safety issues. These necessary repairs include heating and cooling work, roof repairs, electrical, fire protection improvements and other miscellaneous expenses. Approximately \$36,000 could be reimbursed from a restricted account designated for low-and-moderate income eligible purposes.

Please let me know if you have any questions, or if there is any additional information you need related to this request.

**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**

<u>REVENUES</u>		<u>EXPENDITURES</u>	
100045 54000 Fund Balance	46,913	10015000 00000 Public Building	46,913
Total Appropriation	<u>\$ 46,913</u>		

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

ADOPTED this, the 6th day of October, 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

Fund Balance	46,913	To appropriate fund balance for item described below
--------------	--------	--

EXPENDITURES

Public Building	46,913	To budget funds for expenses for immediate repairs to Wilrik and other costs
-----------------	--------	--

