

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

REGULAR MEETING
OF THE
LEE COUNTY BOARD OF COMMISSIONERS
106 HILLCREST DRIVE
SANFORD, NORTH CAROLINA 27330

April 17, 2017
6:00 P.M.

A G E N D A

CALL TO ORDER – Amy Dalrymple, Chair

INVOCATION – Commissioner Oldham

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

II. APPROVAL OF CONSENT AGENDA (All items listed below are routine and will be approved by one motion. No separate discussion will be held except by a request of a member of the Board. Any item removed from the Consent Agenda will be considered individually as a part of the regular agenda).

- A. Minutes from the April 3, 2017 Regular Meeting (Pages 1-66)
- B. Minutes from the April 3, 2017 Closed Session (Page 67)
- C. Tax releases and refunds for March 2017 (Pages 68-72)

III. PUBLIC COMMENTS

IV. OLD BUSINESS

- A. Request to Appear before the Board of Commissioners – Jeff Cashion (Pages 73-74)
- B. Consider sale of surplus property located on Osgood Road, PIN number 9665-16-1354 – Whitney Parrish (Pages 75-78)
- C. Consider sale of surplus property located on Osgood Road, PIN number 9665-16-1468-00 – Whitney Parrish (Pages 79-82)
- D. Request for approval of resolution for joint PARTF application with the City of Sanford. – Whitney Parrish (Pages 83-86)
- E. Colon Road Water Project Capital Project Budget Ordinance – Lisa Minter (Pages 87-88)

V. NEW BUSINESS

- A. Budget Amendment #04/17/17/14. – Lisa Minter (Pages 89-90)

VI. MANAGER'S REPORT

- A. Monthly Financial Report for March 2017 – Lisa Minter (Pages 91-97)
- B. County Manager Monthly Report for April 2017 – John Crumpton (Pages 98-178)

VII. COMMISSIONERS' COMMENTS

ADJOURN

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

Meeting Date: April 17, 2017

ITEM NO. II. A.

Information
 Action Item
 Consent Agenda

SUBJECT: Minutes from the April 3, 2017 Regular Meeting

DEPARTMENT: Governing Body

CONTACT PERSON: Jennifer Gamble, Clerk to the Board

REQUEST: Approve Minutes from the April 3, 2017 Meeting

SUMMARY: A "draft" copy of the Minutes from the April 3, 2017 regular meeting has been prepared for approval. Once approved, Minutes will be recorded at the Lee County Register of Deeds' Office.

BUDGET IMPACT: N/A

ATTACHMENT(S): "Draft" copy of the April 3, 2017 Minutes

PUBLIC HEARING: No

PRIOR BOARD ACTION: N/A

RECOMMENDATION: Approve Minutes as presented

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REGULAR MEETING
OF THE
LEE COUNTY BOARD OF COMMISSIONERS
106 HILLCREST DRIVE
SANFORD, NORTH CAROLINA 27330

APRIL 3, 2017

The regular meeting of the Board of Commissioners for the County of Lee, State of North Carolina, convened at 6:00 P.M. in the Commissioners Room, First Floor, Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina, on said date. Commissioners present when the meeting was called to order were Amy M. Dalrymple, Kevin C. Dodson, Dr. Andre Knecht, Larry "Doc" Oldham, Robert T. Reives, Cameron W. Sharpe, and Timothy S. Sloan.

Chair Dalrymple called the meeting to order and the following business was transacted:

Commissioner Oldham delivered the invocation.

The Pledge of Allegiance was recited.

The Board considered changes/additions to the Agenda. County Attorney Whitney Parrish requested that the Board add an additional item to the Closed Session per North Carolina General Statute 143-318.11(a)(3) to give instruction concerning the Office of Administrative Hearings matter of Deborah Hamilton vs. Lee County Department of Social Services. County Manager John Crumpton requested to move Commissioner Comments before the Closed Session. With no other changes made, Commissioner Sloan moved to approve the *Agenda* as amended. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sharpe, Sloan
Nay: None

The Chair ruled the motion had been adopted unanimously.

Commissioner Oldham moved to approve the *Consent Agenda* which consisted of the following items:

- Minutes from the March 20, 2017 Regular Meeting.

- Tax Releases and Refunds for February 2017.
- Amendment # 8 to the Health Services Agreement with Southern Health Partners for Inmate Medical Care.
- Request to approve amended Physician Solutions Contract.

Upon vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sharpe, Sloan
Nay: None

The Chair ruled the motion had been adopted unanimously.

Pursuant to General Statute § 152A-52.1, Chair Dalrymple opened the floor for *Public Comments*. No one signed up to speak during the *Public Comments* section of the meeting.

The Board next considered a Memorandum of Understanding between Lee County and the City of Sanford regarding the transfer of property and improvements to Kiwanis Family Park. County Attorney Whitney Parrish stated that the City of Sanford hired Alfred Benesch and Company to perform both a Comprehensive Park Master Plan to evaluate park needs across the County along with a Site Specific Plan to evaluate the ability to improve a selected park site. At the January 17, 2017 Board of Commissioners Meeting, the Board voted to cooperate with the City to proceed with performing the Site Specific Plan on County owned property at Kiwanis Family Park. The Site Specific Plan was performed at the Kiwanis Family Park site and resulted in recommendations set forth in the Site Specific Plan and Site Concept. In order to move forward with the City's recommended improvements to the property, the County will need to transfer the portion of the property where the improvements will be situated. The North Carolina Division of Parks and Recreation indicated the County could transfer the property to the City as long as the LWCF restrictions were attached to the deed and the City was willing to assume the perpetual responsibility of the use. The Memorandum of Understanding sets out the terms of the transfer. Commissioner Sharpe moved to approve the Memorandum of Understanding between Lee County and the City of Sanford regarding the transfer of property and improvements to Kiwanis Family Park, a copy of which is attached to these Minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple Dodson, Knecht, Oldham, Reives, Sloan, Sharpe
Nay: None

The Chair ruled the motion had been adopted unanimously.

The Board next considered a proposal for upgrades at OT Sloan Pool. County Manager John Crumpton stated that the Board had discussed the needed pool improvements with the public at a meeting held on September 19, 2016. Staff presented a plan from Aquatic Designs at the November 21, 2016 meeting about estimated costs for adding a new filtration system, heating system, and bulkhead for competitive swimming.

The total estimated cost for these improvements was \$300,000.00. The County is currently moving forward on the painting of the pool. In addition, we are waiting on final quotes for the bulkhead purchase and installation; however, initial estimates put this cost at \$145,000.00. If we want the improvements to continue and be ready for the fall, the county needs to commit to these projects as soon as possible. Southeast Aquatics Group is starting set up for the painting of the pool. They have provided us the costs for both the filtration and heating systems after the County worked with Pentair on discount pricing for the equipment. Commissioner Reives moved to approve the proposals provided by Southeast Aquatics Group for the installation of a new filtration and heating system, a copy of which is attached to these Minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple Dodson, Knecht, Oldham, Reives, Sloan, Sharpe
Nay: None

The Chair ruled the motion had been adopted unanimously.

The Board next considered the award of an engineering contract for the Colon/Osgood Water Project. County Manager John Crumpton stated that the issue has been ongoing for the County Commissioners for over two years. The request is to begin the engineering work on constructing water lines to the residents around the Charah Coal Ash Structural Fill location. The engineering work will begin with a survey of the residents to ensure that they want the water lines run to their house and are willing to pay the monthly bill associated with using the water. Then the intent of the loan from the City is to run the water lines to each house much like a CDBG program. McGill and Associates has this type of experience. They also have recent experience working with the City of Sanford. A not to exceed amount has been negotiated for each phase of the project. Within each phase, McGill will have an hourly rate. The estimated time to complete all phases is difficult to estimate based on the scope of the work. The total not to exceed amount is \$56,300.00. There will also be a fee for easement development of \$1,000.00 per easement. Until the survey is complete, the level and scope of the easements is an estimate at this time. Commissioner Reives moved to approve the contract with McGill Associates for engineering and other services for the Colon/Osgood Water Project, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sloan, Sharpe
Nay: None

The Chair ruled the motion had been adopted unanimously.

Next on the Agenda, the Board considered the FY 2017-2018 State Consolidated Agreement. Health Director Heath Cain stated that this agreement is made between the North Carolina Department of Health and Human Services, Division of Public Health, and the Lee County Health Department for the purposes of maintaining and promoting the advancement of public health in North Carolina. Now, the State and the Department agree that the provisions and clauses within the proposed agreement will be incorporated in and

constitute the terms and conditions applicable for activities involving State funding. Reimbursement will not be made to the County until the Consolidated Agreement is signed and received by the State Contracts Office. Commissioner Reives moved to approve the FY 17-18 State Consolidated Agreement, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sloan, Sharpe
Nay: None

The Chair ruled the motion had been adopted unanimously.

The Board next considered the proposed Lee County Health Insurance Plan for FY 2017-2018. Human Resources Director Joyce McGeehee stated that it is proposed that Lee County continue coverage with BCBS of North Carolina. The renewal for 2017-2018 is a 5.8% increase in premium for the County. It is proposed that the current PPO health insurance benefit remain the same for 2017-2018. The PPO Plan is a basic co-pay plan of \$20 for primary care office visits and pharmacy co-pays of \$4, \$40, and \$55. It is proposed that employees who participate in the County's wellness screenings continue to receive a monthly discount of \$25.00 on the employee premium. The employee's monthly contribution will be \$83.06. It is proposed that the current HSA plan remain the same with a \$1,000 contribution by the County for those employees who participated in the County's wellness screenings. Non-participants will receive a \$700 contribution to their HSA Account. The County's contribution is made to the HSA Plan to help defray costs because the HSA Plan does not have co-pays for office visits and pharmacy. Employees are responsible for 100% of charges up to \$1,500.00 before BCBS pays anything. The employees' monthly contribution will remain at \$0. It is proposed that retirees who are pre-sixty five have the option of choosing between the PPO and the HSA. It is proposed that post sixty-five retirees remain on the Medicare Advantage Plan. Commissioner Sloan moved to approve the Lee County Health Insurance Plan as presented. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sloan, Sharpe
Nay: None

The Chair ruled the motion had been adopted unanimously.

Finance Director Lisa Minter presented budget amendment # 04/03/17/13 for the Board's consideration. Finance Director Lisa Minter stated that this amendment will appropriate \$20,000.00 in additional funding from the State for Electronic Healthcare Record implementation. It will also appropriate \$3,802.00 in additional funding from the State to be used for Medical/Educational supplies. The amendment will also appropriate \$500.00 in gift revenue received from Walmart to be used for health promotion expenses. The amendment will also appropriate \$18,118.00 of 911 Fund Balance to purchase four replacement workstations and \$188,264.00 for a four position radio dispatch console for the Sanford 911 Center. Commissioner Oldham moved to approve Budget Amendment #04.03/17/13, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sharpe, Sloan
Nay: None

The Chair ruled the motion had been adopted unanimously.

The Board next considered an amendment to the Contract for Inspection Services with the City of Sanford. County Attorney Whitney Parrish stated that the City and County signed an agreement on October 15, 2013 for the County to contract with the City for inspection services. The County pays the City for Inspection Services on a 50-50 basis however, the original agreement provided that if there were ever a surplus revenue in the department, the surplus would carry over to the next fiscal year and be credited to the County. It has been determined that it would be easier for the City to pay the County the surplus revenues, rather than having to track those surplus revenues each year. The City and County have agreed that the amendment be retroactive to the 2015-2016 fiscal year. Commissioner Sharpe moved to approve the amendment to the Contract for Inspection Services, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sharpe, Sloan
Nay: None

The Chair ruled the motion had been adopted unanimously.

Commissioner Dalrymple next discussed appointments to the newly created Lee County Transportation Committee. Planning Director Marshall Downey stated that this is a staff initiative. The committee will have representation from the City, County, Town of Broadway, COLTS, SAGA, and the planning staff would be the staff representative. Commissioner Dalrymple stated that volunteers from the Board are needed, one for TARPO and two for the Lee County Transportation Committee. Commissioner Oldham agreed to serve on TARPO and both Commissioner Oldham and Commissioner Sloan agreed to represent the Board on the Lee County Transportation Committee. No action was taken.

During the *Manager Comments* section of the meeting, Tax Administrator Mary Yow described the impact Senate Bill 363 would have on the County. Ms. Yow stated that she is on the Legislative Committee for the Assessors Association. She further stated that she does not know exactly how the bill will affect Lee County. Commissioner Sloan stated that it basically means that the decision of the reevaluation is in an appraiser's hand and it may be a person that's not familiar with agriculture. Ms. Yow stated that when we have a reappraisal, we develop a schedule of values we use by neighborhoods for appraising all the properties in the neighborhoods the same. Counties do mass appraisals. They do not do individual fee appraisal work. We have reappraisal standards that are issued by the state that we follow. Basically, this law states that if I as an individual appeal my value to the Board of Equalization and Review and I have a fee appraisal, the board has to adopt that as the value of the property and it will be recorded in the tax books as such. The Board has to accept the appraisal, which doesn't give the county the opportunity to make

any questions as to the value and how it was made. The County cannot appeal a decision by the Board of Equalization and Review to the State Commission, but an individual citizen can. The Property Tax Commission just takes an average of the 3 values and takes that as the value. A fee appraisal has a much different process than the County, they can get three comps of their choosing. Commissioner Dalrymple stated that the County needs the send a letter to legislative representatives and copy the Association of County Commissioners as well to speak out against this bill. No action was taken.

At this time, Commissioner Sloan made a motion to go into *Closed Session* per North Carolina General Statute § 143-318.11(a)(3) to consult with our attorney in order to preserve the attorney-client privilege between the attorney and the public body and also to consider and give instructions concerning an administrative/personnel action regarding the Office of Administrative Hearings matter of Deborah Hamilton v. Lee County Department of Social Services. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sharpe, Sloan
Nay: None

The Chair ruled the motion had been adopted unanimously and the Board went into Closed Session at 7:15 P.M.

Upon return from Closed Session and with no further business to come before the Board, Commissioner Reives moved to adjourn the meeting. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sharpe, Sloan
Nay: None

The Chair ruled the motion had been adopted unanimously and the meeting adjourned at 7:50 P.M.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk to the Board

AMENDMENT #8
TO
HEALTH SERVICES AGREEMENT

This AMENDMENT #8, to Health Services Agreement dated June 1, 2007, between Lee County, North Carolina (hereinafter referred to as "County", and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), is entered into as of the 3rd day of April, 2017.

WITNESSETH:

WHEREAS, County and SHP desire to amend the Health Services Agreement dated June 1, 2007, between County and SHP.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

Section 7.1 is hereby replaced in its entirety by the following:

7.1 Base Compensation. County will compensate SHP based on a twelve-month annualized price of \$193,027.32 during the term of this Agreement effective June 1, 2017, through May 31, 2018, payable in monthly installments. Monthly installments during the term of this Agreement effective June 1, 2017, through May 31, 2018, will be in the amount of \$16,085.61 each. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened month.

Section 7.2 is hereby replaced in its entirety by the following:

7.2 Increases in Inmate Population. County and SHP agree that, effective June 1, 2017, the annual base price is calculated based upon an average daily inmate population of up to 125. If the average daily inmate population exceeds 125 inmates, then the compensation payable to SHP by County shall be increased by a per diem rate of \$2.10 for each inmate over 125. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 125, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 130 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to

the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Jail Administrator, Sheriff and other involved County officials, and following appropriate notification to County.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

LEE COUNTY, NC

BY:

Amy M. Dalrymple

Chair

Lee County Board of Commissioners

Date: 4-3-2017

ATTEST:

Jennifer Gamble, Clerk to the Board

Date: 4-3-17

SOUTHERN HEALTH PARTNERS, INC.

BY:

Jennifer Hairsine, President and Chief Executive Officer

Date: _____

The County of Lee North Carolina
IRAN DIVESTMENT ACT CERTIFICATION

Vendor/Contractor Name: Southern Health Partners, Inc.
2030 Hamilton Pl. Blvd. Ste 140 Chatt., TN 37421

IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement

Lacey LaFuze
Signature

3/23/17
Date

Lacey LaFuze
Printed Name

VP, CFO
Printed Title

The County of Lee North Carolina
E-VERIFY ADDENDUM

CONTRACTOR/VENDOR agrees that it shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR/VENDOR utilizes a subcontractor, CONTRACTOR/VENDOR agrees that it shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Dated this the 23 day of March, 2017.

Southern Health Partners, Inc.

Contractor/Vendor

Lacey Lyle, VP, CFO

Title

STATE OF NORTH CAROLINA
COUNTY OF LEE

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF LEE AND
THE CITY OF SANFORD FOR A PORTION OF
KIWANIS PARK

The County of Lee (hereinafter referred to as the "County") and the City of Sanford (hereinafter referred to as the "City") hereby enter into this memorandum of understanding outlining the agreement between the two parties in which the County will deed certain acreage of Kiwanis Family Park to the City for parks and recreational purposes.

WITNESSETH:


Both parties understand and agree as follows::

1. The County agrees to donate certain acreage, approximately thirteen.eighty-four (13.84) acres as shown on Attachment A (Survey), to the City to use for parks and recreational purposes.
2. The City will prepare a deed, and conduct any associated survey, which shall include the restrictions placed on the entire Kiwanis Park land by the Land and Water Conservation Fund Act as evidenced in Attachment B (Notice of Limitation of Use found in Deed Book 439 Page 340 in the Lee County Registry). The County Attorney will cooperate as needed to assist in the preparation of the deed.
3. The deed will be presented to the County Attorney for approval and if satisfactory, the Chair of the Board of County Commissioners will be authorized to sign the deed.
4. The City is willing to assume the perpetual responsibility of maintaining the deeded acreage for parks and recreational purposes and if the land is no longer used by the City for parks and recreational purposes or upon mutual agreement, the land will be conveyed back the County.
5. While the land is in its current state, the County agrees to continue to provide maintenance services.
6. The City agrees to pay for all associated costs of making the improvements to the land.
7. Once improvements have commenced, the City agrees to take over all maintenance of the land and all maintenance of the improvements owned by the City. The City will be responsible for adding the property to its insurance policy.
8. The City agrees to give the County access to the park entrance and any other areas of the property that are necessary for the ingress, egress, maintenance and improvements to the County owned areas of Kiwanis Family Park that include, but are not limited to, the areas encompassing the picnic shelter and walking trails of the Park.
9. The County will maintain ownership of and continue to schedule activities at the Picnic Shelter and gazebo.
10. The City will be responsible for all activities occurring on its property and agrees to follow the park rules and hours as established by the Lee County Parks and Recreation Board. The City shall be authorized to modify the hours for special events occurring on the property owned by the City.
11. If the land is ever transferred back to the County, the City agrees to convey the land back and at the time of conveyance, will remove any improvements, upon request by the County, at the City's expense, as agreed by the Board of County Commissioners and the City Council at that time.

IN WITNESS WHEREOF and as the act of the governing bodies, the parties hereto have set their hands and seals the day and year written below.

Entered this ___ day of _____, 2017.

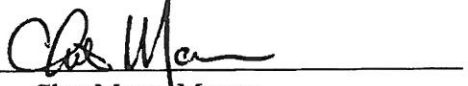
Lee County

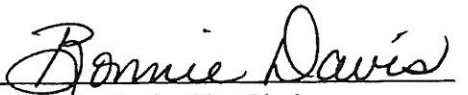
By: 
Amy M. Dalrymple, Chair
Lee County Board of Commissioners

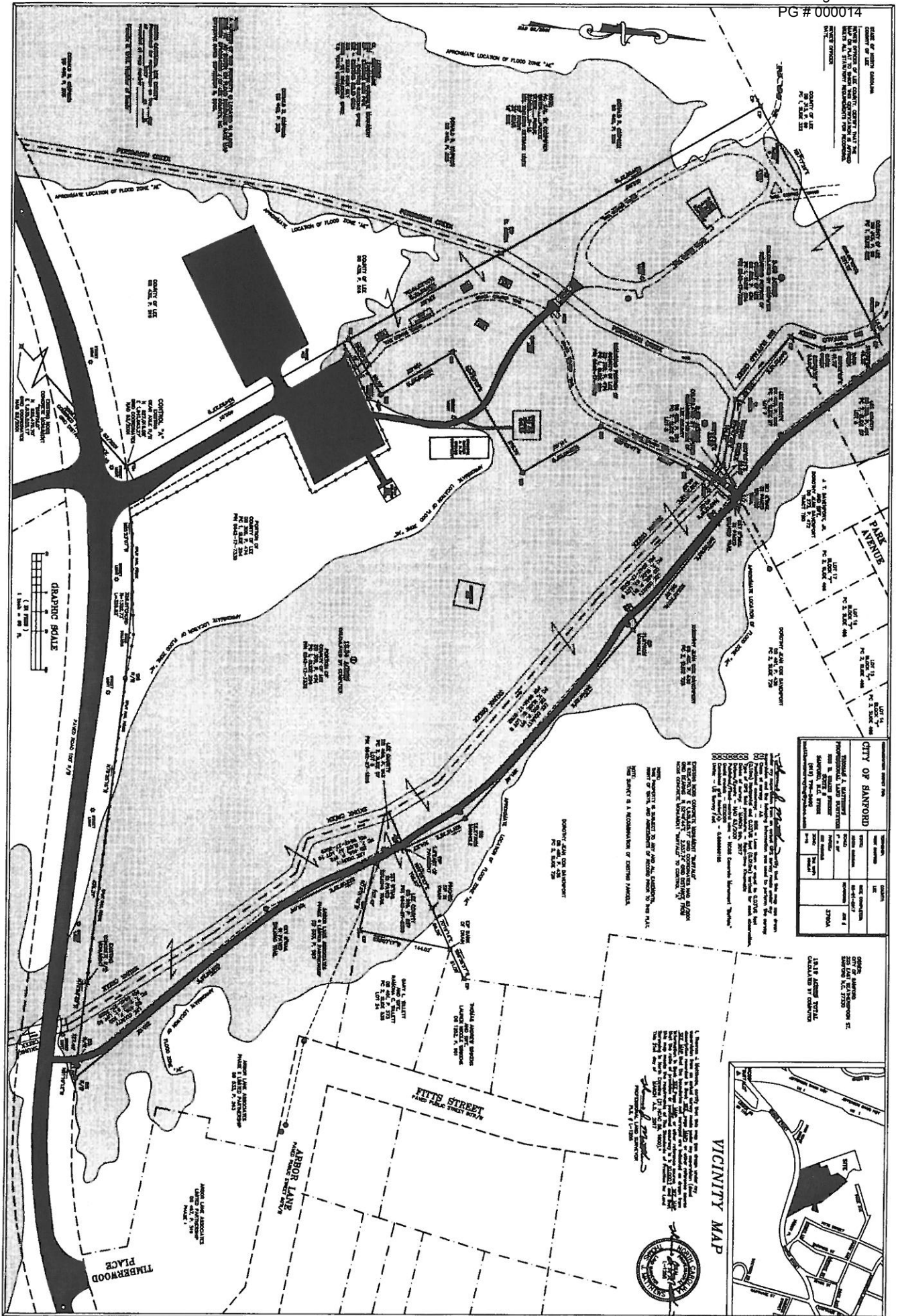
Attest: 
Jennifer Gamble, Clerk to the Board

Entered this 3rd day of April, 2017.

City of Sanford

By: 
Chet Mann, Mayor
Sanford City Council

Attest: 
Bonnie Davis, City Clerk

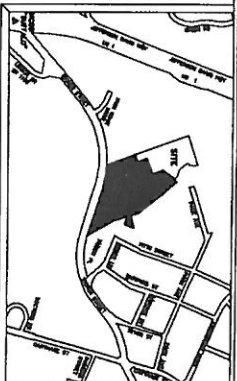


STATE OF FLORIDA
COUNTY OF SEMINOLE
CITY OF SANFORD
PROJECT: [Illegible]
DATE: [Illegible]

OWNER	ADDRESS	PHONE	DATE
THOMAS A. BARNETT	1111 N. W. 11th St.	385-1111	1/1/78
WILLIAM J. BARNETT	1111 N. W. 11th St.	385-1111	1/1/78
JOHN J. BARNETT	1111 N. W. 11th St.	385-1111	1/1/78
STANLEY J. BARNETT	1111 N. W. 11th St.	385-1111	1/1/78

CITY OF SANFORD
1111 N. W. 11th St.
SANFORD, FLORIDA 32701

VICINITY MAP



FOR INFORMATION OF THE CITY ENGINEER AND THE PUBLIC, THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE PROJECT AND HAS FOUND THAT THE PROJECT IS IN ACCORDANCE WITH THE CITY ENGINEER'S STANDARDS AND SPECIFICATIONS. THE ENGINEER'S OFFICE IS LOCATED AT 1111 N. W. 11th St., Sanford, Florida 32701.





**SOUTHEAST
 AQUATICS
 GROUP**

9660 Falls of Neuse Road
 Suite 138-236
 Raleigh, NC 27614
 (919) 539-6572

Estimate

Date	Estimate #
3/19/2017	1013

Name / Address
Lee County 408 Summit Drive Sanford, NC 27331

Ship To
OT Sloan Pool 1420 Bragg Street Sanford, NC 27331

Description	Qty	Cost	Total
Pool Repair / Renovation-Install Two (2) Pentair PM 1250NACC2BXN 1.2M BTU Powermax pool heaters. -SAG will remove fence as needed and set the Two(2) Powermax heaters inside the pool area as directed by Lee County Staff. -SAG will bore four holes through the brick wall. -SAG will plumb the heaters as directed by the manufacturer, providing all valves to by pass the heaters if needed. -SAG will instruct staff on correct operation of heaters. -All gas and electrical connections as well as any fencing required are the responsibility of the Owner. -Payment terms to be negotiated based on equipment pre-payment requirements. -A 10% discount was provided by Pentair Pool to W.W. Adcock and passed along through SAG to Lee County on this equipment. ***Heater Lead Time-8 Weeks*** Lee County 7.00% Sales Tax	1	47,725.00	47,725.00
		7.00%	0.00

Thank you for your business! Southeast Aquatics Group EIN:27-1646042	Total	\$47,725.00
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Customer Approval


 Signed


 Printed

4/3/17...
 Date



**SOUTHEAST
AQUATICS
GROUP**

9660 Falls of Neuse Road
Suite 138-236
Raleigh, NC 27614
(919) 539-6572

Estimate

Date	Estimate #
3/19/2017	1012

Name / Address
Lee County 408 Summit Drive Sanford, NC 27331

Ship To
OT Sloan Pool 1420 Bragg Street Sanford, NC 27331

Description	Qty	Cost	Total
Pool Repair / Renovation-Install Two (2) Pentair 144296 42"x96" horizontal filter tanks with One (1) Pentair 155720 Dual Filter manifold kit with butterfly valves. -SAG will remove all sand and gravel from three (3) filter tanks -SAG will remove One (1) existing filter tank for the dive well from the filter room -SAG will remove Two (2) filter tanks for the lap pool and dispose -SAG will rig and install Two (2) new 42"x96" tanks for the lap pool into the filter room. -SAG will rig and install the One (1) existing filter tank for the dive well. -SAG will install the Dual Filter Manifold kit and re-plumb the filter room to make the new tanks operational. -SAG will install 700 lbs. of pea gravel and 2,800 lbs. of filter sand each for three (3) filter tanks. -SAG will make the system operational and train staff as to correct operation of the new system once the pools are full and filtering. -Payment terms to be negotiated based on equipment pre-payment requirements. -A 10% discount was provided by Pentair Pool to W.W. Adcock and passed along through SAG to Lee County on this equipment. ***Filter Tank & Manifold Lead Time-8Weeks*** Lee County 7.00% Sales Tax	1	58,545.00	58,545.00
		7.00%	0.00
Thank you for your business! Southeast Aquatics Group EIN:27-1646042		Total	\$58,545.00

Customer Approval

Signed

Printed

4/3/17...
Date

CONSULTING SERVICES AGREEMENT

This contract entered into this 3rd day of April, 2017 by and between Lee County, North Carolina hereinafter called the Client, and McGill Associates, P.A.;

Witnesseth that:

Whereas, the Client desires to engage McGill Associates to provide consulting services; and,

Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,

Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

1. **Scope of Services:** McGill Associates shall provide the services attached hereto in the Exhibit "Basic Services" to this Agreement, hereinafter called services. Fees for additional services will be negotiated with the client prior to proceeding with the work.

2. **Standard of Care:** McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. **Authorization to Proceed:** Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. **Changes in Scope:** The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. **Compensation:** The Client shall pay the compensation to McGill Associates set forth in the Exhibit "Basis for Compensation" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within sixty (60) days of receipt of the invoices. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. **Personnel:** McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, McGill Associates may do so at their discretion.

7. **Opinions or Estimates of Cost:** Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. **Termination:** This Agreement may be terminated for convenience by either the Client or McGill Associates with fifteen (15) days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) days of written notice and diligently complete the correction thereafter. On termination, McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. **Limitation of Liability:** McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for the Scope of Services referenced herein or \$500,000, whichever is greater.

This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. **Assignability:** This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. **Severability:** The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. **Ownership of Documents:** All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. **Excusable Delay:** If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. **Indemnification:** Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit "Scope of Services" or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates. Furthermore, McGill agrees to indemnify, defend and hold the Client harmless from any claims brought against the Client as a result of McGill's work.

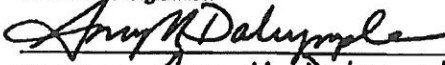
15. **Choice of Law:** This Agreement shall be governed by the internal laws of the State of North Carolina.

16. **Entire Agreement:** This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. **Attachments to this document:**

- 1. Proposal Including Scope of Services and Basis For Compensation

Client: Lee County North Carolina
Authorized Signature:



Print Name: Amy M. Dalrymple

Title: Chair, Lee County Board of Commissioners

Address: 408 Summit Drive
Sanford, North Carolina 27331

McGill Associates, P.A.



Print Name: Michael S. Apke, P.E.

Principal - Pinehurst Office
5 Regional Circle, Suite A
Pinehurst, North Carolina 28374

The County of Lee North Carolina

Vendor/Contractor Name: McGill Associates PA

IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59

As of the date listed below, the Vendor/Contractor listed above certifies that they are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor/Vendor shall not utilize any subcontractor that is identified on the list.

E-VERIFY CERTIFICATION
REQUIRED BY N.C.G.S. 143-48.5 & 147-33.95(g)

As of the date listed below, the Vendor/Contractor listed above and all Vendor/Contractor's subcontractors certify that they are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement.

Nancy B Whitman
Signature

Nancy B Whitman
Printed Name

4/5/17
Date

CFO
Printed Title

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



Lisa G. Minter, Finance Director

5/4/17
Date



March 24, 2017

Mr. John Crumpton, Manager
Lee County
408 Summit Drive
Sanford, North Carolina 27331

RE: Proposal for Professional Services
Colon Area Water Lines Extension
Lee County, North Carolina

Dear Mr. Crumpton:

Pursuant to your request, McGill Associates (McGill) is pleased to provide this proposal to Lee County to provide professional services for the above referenced project. Based on our recent meeting and my follow-up conversation with the County's Environmental Health Department, we understand this project to involve an extension of the City of Sanford's existing water distribution system to serve residences in the Colon-Osgood area that are experiencing elevated levels of hexavalent chromium in their private drinking water wells.

As a first step, we understand our services to include contacting all "Priority One" residents (total of 22) listed on the "Affected Private Well Property Owners" spreadsheet and map that were previously e-mailed to me by County staff to confirm which residents are interested in being connected to the City's distribution system. From this process, McGill will generate a final listing of properties to receive service as part of this project for review and approval by the County.

Based on our preliminary analysis, water main extensions within North Carolina Department of Transportation (NCDOT) right-of-way appear feasible on several roads within the project area (Amos Bridges Road, Old Colon Road, and a portion of Birchard Road), while extensions along private roads (Tabitha Lane, Hawkinberry Lane, and the end of Birchard Road) will occur on private property. As a result, McGill will work closely with the County's preferred attorney to pursue permanent and temporary easements as necessary prior to construction.

Based on our understanding of the project scope, McGill proposes to provide the following **Scope of Basic Services**:

Existing Residence Survey Phase – To Be Performed By Martin-McGill, Inc.

1. Develop a strategy for contacting the 22 property owners provided on the County's Affected Private Well Property Owners spreadsheet to confirm their interest in connecting to the City's water system. This strategy will include a combination of mailers, phone calls, and site visits as necessary. It may be necessary to have a County Law Enforcement Representative accompany us door to door in some areas for safety purposes.

E n g i n e e r i n g • P l a n n i n g • F i n a n c e

*McGill Associates, P.A. • 5 Regional Circle, Suite A, Pinehurst, North Carolina 28374
Phone: 910-295-3159 • Fax: 910-295-3647*

Mr. John Crumpton
March 24, 2017
Page 2

2. Work with the County's attorney to develop a standard set of documents that will be presented to each homeowner that will either confirm or deny their desire and intent to connect. Our objective will be to obtain signatures from each property owner but as with any effort of this nature, it may not be possible to obtain all signatures and there may be a need to transition some back to the County for final disposition. The documentation will also include the City's existing water rate structure, and clear communication that connecting to the system will result in a monthly water bill. Furthermore, the documentation will note that land disturbance on private property will be necessary to connect each residence to the distribution system.
3. Submit the final listing of residences to be connected to Lee County and the City of Sanford for review and approval. Upon the County's review and written concurrence with the list, proceed with the Surveying, Engineering Design, and Permitting phase.

Surveying, Engineering Design, and Permitting

1. Meet with representatives from Lee County and the City of Sanford to initiate communications, define schedules, discuss approvals, gather initial data and information, and to fully determine the technical requirements for the project.
2. Conduct initial field investigations and route evaluations, and consult with the County and the City to recommend and finalize the preferred water main extension locations.
3. Perform all topographical surveying of the selected water main routes. Collect all relevant data necessary to design the project including: existing infrastructure, trees, landscaping, above- and below-ground structures, property corners and right-of-way irons, and topography. Verify the location of existing NCDOT right-of-way limits. Please note that McGill intends to survey routes for proposed water main extensions only, and does not intend to provide topographical survey data for service lateral extensions.
4. Using the survey information, prepare detailed engineering design plans and technical specifications for the proposed water mains and related appurtenances in accordance with City of Sanford water distribution system standards.
5. Submit preliminary project plans and specifications to Lee County and the City of Sanford for review. Meet with City and County staff to discuss the plans and specifications as necessary, and make applicable changes as requested.
6. Prepare and submit permit applications to all regulatory agencies having jurisdiction over the project, including but not limited to the NCDEQ Public Water Supply Section and NCDOT. Permit application fees are not included in McGill's fee and shall be paid directly by the Owner.

Mr. John Crumpton
March 24, 2017
Page 3

7. Incorporate applicable regulatory review comments into the final project plans and specifications.

Easement Plat Preparation

1. Oversee and prepare easement plats for each property that requires an easement. It is assumed in this proposal that plats will only be needed for proposed water main extensions on private property since the mains will ultimately be maintained by Sanford. Plats are assumed not to be needed for service lateral connections to existing mains unless the laterals will be required to cross an adjacent private property.
2. Plats will clearly outline property and project parameters, for the purposes of securing additional right-of-way, permanent easements, and/or temporary construction easements to construct the project. Plats will be generated on a sheet size acceptable to the County, and in accordance with State of North Carolina and Lee County Register of Deeds standards. Proposed easement widths will be coordinated with Lee County and the City of Sanford.

Easement Acquisition Assistance – To Be Performed By Martin-McGill, Inc.

1. Meet with County to review parcel maps, project schedule, existing documentation, the list of approved property owners to receive service, and other important considerations. Discuss the County's approach for returning the property to the state that it was in prior to construction, and additional measures that the County is willing to undertake.
2. Work with the County to understand and document their approach to condemnation in the event that a property owner refuses to grant an easement.
3. Obtain a copy of County's existing permanent and temporary construction easement document templates. If no such documents exist, drafts will be prepared and provided to the County's attorney for review and final approval.
4. Prepare and mail a letter of project introduction to each property owner requesting that they contact us. If no contact is made within the allotted timeframe, a second letter will be sent.
5. Initiate telephone contact to introduce ourselves as the County's Easement Acquisition Agent, and make an appointment with local property owner(s) to review the proposed easement.
6. Meet with the property owner to discuss and review the easement survey and easement document. Discuss the procedure for completing the easement negotiation process and the project schedule. Attempt to secure the property owner signature(s) on the easement document. Notarize signature(s) where appropriate.

7. After each encounter with a property owner, update each file as required, giving special attention to the property owner(s) needs; appropriate follow-up including the property owner's place of work, telephone number(s) and addresses; exact signature(s) required for the easement document; the agent's comments regarding the property owner's responses and the apparent attitude regarding the proposed easement; and note any and all special needs in each property owner's file. Maintain copies for County.
8. Meet with property owner (second time – if necessary) to attempt to close the negotiations and obtain property owner's signature if possible. During the meeting, give property owner the opportunity to express objections and explain special needs, counter with a solution which reflects the property owner's expressed needs, where feasible, and attempt to obtain property owner's approval of easement document and / or signature on easement. If it is not possible to obtain a signature from the property owner, we will provide an agent's conclusion that an agreement is not possible to the County and turn the file over to them.
9. Deliver signed easement agreements to the County for recording.
10. Conduct a follow-up telephone call to the property owner to express appreciation and verify receipt of a copy of the recorded easement agreement.
11. Conduct project close-out. Meet with County to discuss each parcel for which agreement could not be reached. Coordinator will make final telephone appeal to each property owner and recommend appropriate course of action to County. Prepare a final project report, including the status of all easements. Meet with the County to review the close-out report and provide parcel (property owner) file copies to County for record retention purposes.

The above easement scope of work is based on the following assumptions:

1. The County will provide any known information on parcel owners.
2. A maximum of two (2) site visits will be performed for each property in an attempt to secure the easement. Additional visits beyond this amount will be considered Additional Services.
3. The County's preferred attorney will perform initial deed research to validate and document who holds clear title to each property and the exact names that should be included on each easement agreement. Attorney fees are not included in McGill's fees and shall be paid directly by Lee County to the selected attorney.
4. The County will be responsible for providing any additional necessary legal, notary, appraisal or other professional services that may be needed that are not listed in the above scope of services.

Mr. John Crumpton
March 24, 2017
Page 5

Bid and Award Phase

1. Upon notification by Lee County to proceed with bidding, prepare complete Bidding and Construction Document packages for the project, including but not limited to McGill standard front end documents, General and Supplementary Conditions, Special Conditions, and technical specifications.
2. Manage the competitive bidding process, including the following:
 - a. Coordinate the bid advertisement, allowing ample time to receive Contractor bids. Costs to run advertisements in local newspapers shall be paid directly by Lee County.
 - b. Assist Lee County with scheduling a pre-bid conference and attending the meeting.
 - c. Distribute bid packages to prospective bidders.
 - d. Respond to bidder inquiries concerning the technical aspects of the project.
 - e. Prepare all necessary addenda to the bid packages, and distribute the addenda to all planholders.
 - f. Attend the project bid opening; and assist County staff with analyzing and tabulating contractor bids; reviewing bids for accuracy; re-checking tabulations; and reviewing bid documents for eligibility and completeness.
 - g. Provide a letter of recommendation to Lee County for acceptance of the lowest responsible bid and award of construction contracts to the lowest responsible bidder.
 - h. After award of the project, notify the successful bidder, and request copies of bonds and insurance certificates. Review bonds and insurance certificates for compliance with the Contract Documents.
 - i. Provide other technical assistance, as required throughout the bidding process.

Construction Administration and Periodic Observation Services

1. Prepare final formal Contract Documents for execution by Lee County and the Contractor.
2. Schedule, prepare an agenda for, and attend a pre-construction conference with County and City staff, the selected Contractor, NCDOT, and all applicable parties prior to construction.
3. Provide periodic construction observation services (up to 16 hours per week) to verify conformance with the approved plans and technical specifications. Interpret the general intent of the project plans, specifications and Contract Documents to help protect Lee County and the City of Sanford from defects and deficiencies in construction. Generally judge the performance of all parties to the contract.

Mr. John Crumpton
March 24, 2017
Page 6

4. Make recommendations to Lee County on all claims by all parties to the contract related to the execution and performance and progress of the work and all other matters and questions related thereto, for final decision by the County.
5. Review and approve shop and working drawings provided by the Contractor.
6. Provide assistance in responding to Contractor Requests For Information (RFIs) during the construction phase of the project. Act as the interpreter of the requirements of the Contract Documents.
7. Review the Contractor's Change Order requests, and make recommendation to the County regarding acceptance. Prepare written documents for all accepted Change Orders.
8. Review and approve the Contractor's Pay Applications as necessary in accordance with the Contract Documents.
9. Prior to the approval of final payment to the Contractor, make final inspection of all construction and provide a written Certification of Completion and recommendation of final acceptance.
10. Prepare and submit two (2) hard copies of signed and sealed record drawings to both the County and the City upon completion of construction.
11. Complete and submit all final engineering certifications to the appropriate regulatory agencies having jurisdiction over the project.
12. Expedite all warranty corrections which are required of the Contractor, and observe and approve all warranty corrections which are made subsequent to project completion.

Basis For Compensation:

Based on our understanding of the project scope, McGill proposes to provide the above described services for the following fees:

Existing Residence Survey Phase:	\$7,500 Maximum Not To Exceed
Surveying, Engineering Design and Permitting:	\$28,900 Maximum Not To Exceed
Easement Plat Preparation	\$1,000/Parcel
Easement Acquisition Assistance	\$2,000 Maximum Not To Exceed/Parcel
Bid and Award:	\$5,000 Lump Sum
Construction Administration & Periodic Observation:	\$12,900 Maximum Not To Exceed

Mr. John Crumpton
March 24, 2017
Page 7

Additional Services:

Please note that the following services are not included in this proposal, and will be considered Additional Services that can be provided if necessary in accordance with the attached Basic Fee Schedule.

1. Contacting or coordinating service extensions to additional properties that are not included on the 22 Affected Private Well Property Owners spreadsheet provided to McGill by County staff.
2. Making revisions to design plans or technical specifications when such revisions are inconsistent with approvals or instruction previously given by the County or City, or are due to causes beyond the control of McGill Associates.
3. Preparing an estimate of fair market value for proposed easements.
4. Preparation of easement plats for service lateral extensions that do not cross an adjacent parcel.
5. Attendance at more than two (2) field meetings with existing residences during the easement negotiation process.
6. Construction surveying, which we assume to be the responsibility of the Contractor.
7. Geotechnical services before or during construction.
8. Preparation of Environmental Assessments or Environmental Information Documents.
9. Well testing services.
10. Legal services associated with proposed easements, which shall be provided by the County's attorney of choice, and invoiced directly to the County.
11. Payment of regulatory permit application fees and payment of bid advertisement costs.
12. Providing services of other professional consultants for items of work other than those outlined under Basic Services.
13. Preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than as specified in the Basic Services above.
14. Providing professional services made necessary by default of the Contractor in the performance of the Construction Contract.

Mr. John Crumpton
March 24, 2017
Page 8

15. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with the generally accepted Engineering practice.

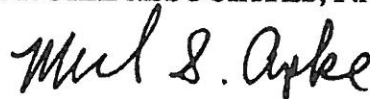
Owner (County) Responsibilities

1. The Owner or their representative shall provide full information regarding the existing and proposed facilities on the site, and McGill shall be entitled to rely upon the accuracy and completeness thereof.
2. The Owner shall designate a representative authorized to act in his behalf with respect to the Project. The Owner or their representative shall examine documents submitted by McGill and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of McGill's work.

Mr. Crumpton, we appreciate the opportunity to provide this proposal to Lee County for this important project, and we are prepared to begin work immediately upon your authorization to proceed. If this proposal is acceptable, please sign the attached Consulting Services Agreement and return one copy to our office.

As always, if you have any questions related to this proposal, please feel free to contact me at 910-295-3159.

Sincerely,
McGILL ASSOCIATES, P.A.



Mike Apke, P.E.
Principal

Enclosures: Consulting Services Agreement
Basic Fee Schedule

17.04001/John Crumpton Proposal.doc



BASIC FEE SCHEDULE

December, 2015

<u>PROFESSIONAL FEES</u>	<u>Hourly Rate</u>
Firm Principal	\$185.00
Program Services Manager I	\$145.00
Program Services Manager II	\$160.00
Senior Project Manager I	\$160.00
Senior Project Manager II	\$170.00
Project Manager I	\$140.00
Project Manager II	\$150.00
Project Engineer I	\$105.00
Project Engineer II	\$115.00
Project Engineer III	\$125.00
Engineering Associate I	\$ 85.00
Engineering Associate II	\$ 90.00
Engineering Technician I	\$ 80.00
Engineering Technician II	\$ 90.00
Engineering Technician III	\$100.00
Environmental Specialist I	\$ 80.00
Environmental Specialist II	\$ 90.00
Electrical Engineer I	\$105.00
Electrical Engineer II	\$115.00
Electrical Engineer III	\$125.00
Electrical Engineering Associate I	\$ 85.00
Electrical Engineering Associate II	\$ 90.00
Electrical Engineering Technician I	\$ 80.00
Electrical Engineering Technician II	\$ 90.00
Electrical Engineering Technician III	\$100.00
CADD Operator I	\$ 75.00
CADD Operator II	\$ 80.00
CADD Operator III	\$ 85.00
Construction Services Manager I	\$120.00
Construction Services Manager II	\$130.00
Construction Administrator I	\$ 90.00
Construction Administrator II	\$100.00
Construction Administrator III	\$110.00

Construction Field Representative I	\$ 75.00
Construction Field Representative II	\$ 80.00
Construction Field Representative III	\$ 85.00
Planner I	\$ 95.00
Planner II	\$105.00
Planner III	\$125.00
Planner IV	\$135.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Field Technician I	\$ 55.00
Survey Field Technician II	\$ 60.00
Survey Field Technician III	\$ 65.00
Administrative Assistant (I-III)	\$ 70.00
Accounting Assistant (I-II)	\$ 80.00

1. **EXPENSES**

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. **ASSOCIATED SERVICES -**

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

FY 2018 CONSOLIDATED AGREEMENT

This Agreement is made between the North Carolina Department of Health and Human Services, Division of Public Health (“State”) and the Lee County Health Department (“Department”) for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Agreement shall cover a period from July 1, 2017 to June 30, 2018 and shall remain in force until the next Fiscal Year Agreement is signed except as provided for in Section J. Termination.

Now, therefore, the State and the Department agree that the provisions and clauses herein set forth shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means State, federal, and/or special funding or funds throughout this Agreement.)

A. RESPONSIBILITIES OF THE DEPARTMENT

1. The Department shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code, as well as all applicable federal and State laws and regulations.
2. The Department shall perform the activities specified in the Agreement Addenda for State-funded budgets. The Department must negotiate these Agreement Addenda in good faith to the satisfaction of State representatives as part of the Agreement execution. The Department will meet or exceed the Agreement Addenda levels unless extenuating circumstances prevail and are explained in writing to the State section, branch or program.
3. The Department shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, and by North Carolina Administrative Code.
4. The Department shall provide access to patient records to authorized staff from the Division of Public Health (DPH) for technical consultation, program monitoring, and program evaluation, as specified by applicable program rules, Agreement Addenda for State-funded budgets, and by North Carolina Administrative Code.
5. The Department shall provide client, service, encounter, and other data through the State’s centralized automated systems for claims creation and submission for processing to the State’s Medicaid agency except as allowed by NCGS 130A – 45.13 and SB245 passed in the 2011 session. To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service except as allowed by SB245 passed in the 2011 session, the Department shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
6. The Department shall share data to support efforts of the public health system, represented by the local health departments, local health programs, and the State (the parties), in order to meet public health objectives. The data will be shared in a manner which respects the confidentiality and integrity of each party’s data and protects the privacy of individual client health information. Sharing data includes providing client information allowed as permitted disclosures under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, HIPAA Administration Simplification Provisions Sections 261 through 264, 45 CFR 164.512.
7. The Department shall administer and enforce all rules that have been adopted by the Commission for Public Health, ratified by the North Carolina General Assembly, or adopted by the Local Board of Health.

8. The Department shall provide to the State a copy of any rules adopted or rescinded by the Local Board of Health pursuant to G.S. 130A-39 and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption or rescission. These rules and ordinances are to be sent to the Local Technical Assistance and Training Branch (LTAT).
9. The Department shall have policies related to conflict of interest, and policies and procedures for Human Subjects Clearance. Each staff member shall receive a copy of these policies.
10. The Department shall provide to the Local Technical Assistance and Training (LTAT) Branch Head or designee:
 - a. A comprehensive community health assessment (CHA), prepared at least once every four years and provided by the first Monday of March, for each county or health district. The CHA should be a collaborative effort with local partners such as hospitals, community partners, and the local Healthy Carolinians Partnership (if such exists), and shall include collection of primary data at the county or district level, and secondary data from the State Center for Health Statistics and other sources. The CHA shall include a list of community health problems based on the assessment and an analysis of the data. Each identified problem shall be prioritized and described in the narrative. The CHA will include data analysis of those indicators listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1.
 - b. An action plan, due no later than the first Monday in September following the completion of the comprehensive community health assessment (CHA) in March. The action plan incorporates three community health problems identified in the CHA process as three priorities. An action plan is written for each priority.
 - 1) Two of the three priorities must be from the 13 Healthy North Carolina 2020 (HNC 2020) focus areas. Each of the two priorities from the 13 HCNC 2020 focus areas must implement two new evidence-based strategies (EBS) each time they are identified as one of the three priorities. If the Department desires to continue implementing an EBS associated with the previous CHA cycle, the Department must show evidence that it is expanding the target population and must request an exception. Requests for exceptions shall be made to the LTAT Branch Head or designee. All EBS shall include a plan for staffing, training, implementation, monitoring and evaluation.
 - 2) The third priority requires an action plan but the intervention or interventions are not required to be evidence-based. Only one intervention is required.
 - c. A state of the county or district health report (SOTCH) for each of the interim years between community assessments. The SOTCH is due by the first Monday of March in years when the CHA is not provided.
 - d. Refer to CHA tools at <http://publichealth.nc.gov/lhd/cha/resources.htm>.
11. The Department shall provide formal training for its Board of Health (BOH). The LTAT Branch shall notify the Department no later than April 30 of the name of the contractor who can provide this training during the upcoming fiscal year. First priority should be given to training newly appointed members with the ultimate goal of having all BOH members trained as time and resources allow. Continuing education updates on topics of special interest are strongly encouraged after general board member orientation has been provided for all BOH Members.
12. The Department shall provide Network and Internet access at its facilities (or to the county network where desired) at a minimum speed of a full T1 line in order to:

- a. Connect with the North Carolina Health Alert Network (HAN), North Carolina Electronic Disease Surveillance System (NCEDSS), North Carolina Immunization Registry (NCIR), Health Information System (HIS)
- b. Rapidly communicate email alerts to and from DPH regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.)
- c. Access DPH training material and information used for training staff, including access to webinars
- d. Maintain a secure infrastructure for remote data entry in the local health departments
- e. Report electronically all required Environmental Health Section inspection data in the format and frequency specified by DPH. (Paper copies of inspection data are no longer accepted for Food, Lodging, and Institutions inspections.)

The Department will maintain the above-described minimum connection. The Department may choose any provider (ISP) that they wish. The Department will also ensure security of a minimum of a T1 connection at the Department location. The Department may utilize security products (i.e., firewalls) of their choosing to maintain network connectivity and security integrity. The Department network configuration and security practices must allow communication with systems within the state network.

13. The Department shall incorporate basic elements of the North Carolina Public Health logo and theme line (slogan) into communication materials developed for programs and services that depend, in whole or in part, upon State funding. The logo files can be obtained on the DHHS website at <http://publichealth.nc.gov/nchhsrebrand/>. Such communication materials could include letterhead, business cards, brochures, pamphlets, advertisements or announcements, signs and marketing/promotional materials. The Department is encouraged to incorporate its own name with the logo.
14. The Department shall notify the LTAT Branch any time there is a legal name change to the Department; in addition, if the Department becomes part of a consolidated human services agency, the Department shall send to the LTAT Branch an organization chart reflecting the new structure of the consolidated human service agency so that the State will know who to contact related to public health issues.
15. The Department shall notify the DPH Deputy Director in writing 90 days in advance of any planned discontinuance of either Care Coordination for Children (CC4C) or Obstetric Care Management (OBCM) programs. A letter co-signed by the DPH Deputy Director and the Department's local Health Director is required approving a joint transition plan that includes input from the appropriate local partners. Failure to comply with this provision may result in the withholding of all funds from the Department at the discretion of the DPH Deputy Director. (See Attachment A for Discontinuance of the OBCM or CC4C Program requirements.)
16. The Department may not require a client to present identification that includes a picture of the client for at least immunization, pregnancy prevention, sexually transmitted disease and communicable disease services.
17. The Department shall assure the State that expenditures of locally appropriated funds (Maintenance of Effort, or MOE) is maintained for maternal health, child health, and family planning program activities equal to or greater than that reported on the Staff Time Activity Report for the period July 1, 1984 through June 30, 1985. This figure will be increased annually based on a federally accepted inflation index (first updated FY 2000-2001 Agreement). This revised baseline figure has

been calculated and is provided as Attachment B to this Agreement for the Department's use in budget preparation.

18. The Department shall retain records including electronic records in accordance with the State's basic records retention policy and in accordance with the retention of those records as described in Section C.1.e. Records resulting from these Services shall not be destroyed, purged or disposed of without the express written consent of DPH during the period specified in the State's records retention policy and in accordance with State and federal law. The State's basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

B. FUNDING STIPULATIONS

1. Funding for this Agreement and all Agreement Addenda is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Agreement.
2. During the period of this Agreement, the Department shall not use State, federal or Special Project funds received under this Agreement or any Agreement Addenda to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see item C.2. below.)
3. The Department shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
4. The county shall submit monthly reports of On-Site Wastewater activities to the On-Site Water Protection Branch in the Environmental Health Section of DPH in the format provided by the Section.
5. The Department shall comply with Standards for Mandated Public Health Services, 10A NCAC 46, Section .0200; and Administrative Procedures Manual for Federal Block Grant Funds, 1 NCAC 33, Sections .0100 - .1502.
6. The Department shall maintain signed employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in OMB Circular A87) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.
7. For Departments participating in Medicaid Reimbursement, the Department shall:
 - a. Execute a Provider Participation Agreement with the Division of Medical Assistance. Health departments receiving at least \$5,000,000 in Medicaid receipts annually, as identified by the Division of Medical Assistance, must sign, as part of their continuing participation as a Medicaid provider, a Letter of Attestation affirming that: (1) detailed information is provided to employees, contractors and agents about the Federal and State False Claims Acts and (2) written policies and procedures are in place to detect and prevent fraud, waste and abuse.

- b. Make every reasonable effort to collect its cost in providing services, for which Medicaid reimbursement is sought, through public or private third party payors except where prohibited by federal regulations or State law; however, no one shall be refused services solely because of an inability to pay.
 - c. Establish one charge per clinical/support service for all payors (including Medicaid) based on their related costs as stated in NCGS 130A.39.g. All Payors must be billed the same established charge except when billing 340B Drug Pricing Program drugs or devices to Medicaid. All drugs or devices purchased using 340B Program must be billed to Medicaid at the acquisition cost. The Department may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.
8. Subject to the availability of funds and approval of the Public Health Nursing and Professional Development Unit, the Department may request reimbursement for:
- a. Nursing service personnel participating in *Principles and Practices of Public Health Nursing* course. Reimbursement is \$400 per participant upon successful completion of the course. Reimbursement requests must be filed by the Department within the same fiscal year the course is completed. (Attachment C)
 - b. Health Department Management/Supervision level staff participating in the *Management and Supervision for Public Health Professionals* course. Reimbursement is \$600 per participant upon successful completion of the course. Reimbursement requests must be filed by the Department within the same fiscal year the course is completed. (Attachment D)
9. Equipment is a type of fixed asset consisting of specific items of property that: (1) is tangible in nature; (2) has a life longer than one year; and (3) has a significant value.
- a. For Inventory Purposes
 - 1) Equipment must be accounted for in accordance with the North Carolina Department of State Treasurer Policies Manual, Chapter 20, and Fixed Assets Policy.
 - 2) All equipment with an acquisition cost of \$500 or more which is purchased with Women, Infants and Children (WIC) Program Funds, must be inventoried with the Women's and Children's Health Section.
 - b. For Prior Approval Purposes
 - 1) All equipment purchased or leased with an acquisition cost exceeding \$2,500 [except in WIC; see subparagraph (2) below for WIC requirements], where there is an option to purchase with State/federal funds, the purchase or lease must receive prior written approval from the appropriate Branch/Section. For those purchased with Public Health Preparedness & Response Grant funds only, any purchase exceeding \$2,500 per invoice [e.g., if the Department is purchasing a computer, monitor, and printer totaling more than \$2,500 or purchasing six computers at \$500 each] should be treated as one purchase for purposes of prior approval.
 - 2) For WIC, all computer and medical equipment purchased or leased, must receive prior written approval from the Branch regardless of cost. In addition, all other tangible assets (non-computer/medical) with an acquisition cost exceeding \$500 must receive prior approval.
 - c. For Accounting Purposes: The Department must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of \$5,000 or greater. The accumulated depreciation should be recorded in the general fixed assets account group.

10. Prior approval required for purchases other than equipment:
 - a. For Public Health Preparedness & Response grant funds, purchases for meals and refreshments must receive prior written approval from the PHP&R Branch.
 - b. The use of Women's and Children's Health Medicaid fees for capital improvements requires prior written approval from the Women's and Children's Health Section.
11. The Department agrees to execute the following Consolidated Federal Certifications attached to this Agreement as applicable when receiving Federal funds:
 - a. Certification regarding Nondiscrimination
 - b. Certification regarding Drug-Free Workplace Requirements
 - c. Certification regarding Environmental Tobacco Smoke.
 - d. Certification regarding Debarment
 - e. Certification regarding Lobbying
12. When administering the Women, Infants, and Children's Program (WIC), the Department must adhere to the requirements set forth in Section 361 of the Healthy Hunger-Free Kids Act of 2010 which amended Section 12(b) of the Richard B. Russell National School Lunch Act (NSLA), 42 USC 1760(b). This Act requires the Department to support full use of the Federal administrative funds provided for the WIC program. The federal administrative funds are specifically excluded from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs and travel restrictions.
13. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA), the Department is required to submit to DPH information that is reportable by DPH for all qualified subawardees of federal funds. The Department will complete and submit the Federal Funding Accountability and Transparency Act (FFATA) Data Reporting Requirement form provided by DPH to determine the eligibility as a subawardee for reporting purposes. Information provided by the Department will be used by DPH to report subawards (funding authorizations) equal to or greater than \$25,000 from each federal grant.

The Department shall maintain an active registration in the federal government's System for Award Management (SAM). The SAM registration must be updated no less than annually in order to maintain an active status. To update the registration, the Department must log in at the SAM home page, www.sam.gov, and follow the instructions found there.

14. Subject to the availability of funds and approval of the Environmental Health Section, the Department may request reimbursement for Centralized Intern Training (CIT) and a one-time mileage allocation. (Attachment E)
 - a. For Interns attending CIT sessions, reimbursement amounts are based on the session attended:
 - 1) Food Protection & Facilities Track — \$280
 - 2) On-Site Water Protection Track — \$560
 - 3) Tier 2 General EH Module — \$280
 - b. For Cross-training Registered Environmental Health Specialists (REHS) attending CIT sessions, reimbursement amounts are based on the session attended:
 - 1) Food, Lodging, & Institutions— \$170

- 2) Child Care & School Sanitation— \$62
 - 3) On-site Water Protection— \$450
 - 4) Private Drinking Water Wells— \$62
 - 5) Public Swimming Pools— \$62
 - 6) Tattoo— \$62
- c. A one-time mileage allocation per two REHSs from the same county per training session is based on one of the four geographical areas they are employed. Reimbursement requires successful completion of the course and requests must be filed by the Department within one year of the course completion.
- 1) Area 1 — \$57: Alamance, Caswell, Chatham, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Lenoir, Montgomery, Moore, Nash, Orange, Person, Randolph, Sampson, Vance, Wake, Warren, Wayne, Wilson.
 - 2) Area 2 — \$170: Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Cabarrus, Camden, Carteret, Catawba, Chowan, Columbus, Craven, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Hertford, Hyde, Iredell, Jones, Lincoln, Martin, Mecklenburg, New Hanover, North Hampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Surry, Tyrrell, Union, Washington, Watauga, Wilkes, Yadkin.
 - 3) Area 3 — \$283: Avery, Buncombe, Burke, Caldwell, Cleveland, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey.
 - 4) Area 4 — \$396: Cherokee, Clay, Graham, Macon, Swain.

C. FISCAL CONTROL

1. The Department shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.a.
 - a. The Department shall maintain a purchasing and procurement system in accordance with generally accepted accounting practices and procedures set forth by the Local Government Commission.
 - b. The Department shall execute written agreements with all parties who invoice the Department for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.
 - c. The Department, when subcontracting, must meet the following conditions:
 - 1) The Department is not relieved of any of the duties and responsibilities provided in this Agreement.
 - 2) The subcontractor will agree to abide by the standards contained herein or to provide such information as to allow the Department to comply with these standards.
 - 3) The subcontractor will agree to allow State and federal authorized representatives' access to any records pertinent to its role as a subcontractor of the Department.
 - 4) Upon request, the Department will make available to the State a copy of subcontracts supported with State or federal funds.
 - d. The Department must receive prior written approval from the State to subcontract when any of the following conditions exist:

- 1) The Department proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Agreement.
 - 2) The Department proposes to subcontract 50 percent or more, or \$50,000, whichever is greater, of the total State and federal funds made available through this Agreement for any Agreement Addendum for any single public health Activity.
 - 3) The Department proposes to subcontract for services in the Women, Infants and Children (WIC) Program.
- e. The Department shall mail a signed copy of all public health Funding Authorization documents to the DPH Budget Office, 1931 Mail Service Center, Raleigh, NC 27699-1931. The Department shall retain a copy of all Funding Authorization documents, the monthly certified electronic printed screen of the Expenditure Reports with any amendments (via the Aid-to-Counties Database), Consolidated Agreement, Agreement Addenda, Agreement Addendum Revisions and other financial records in accordance with the current Records Disposition Schedule for County and District Health Departments issued by the North Carolina Division of Archives and Records, Department of Cultural Resources and located on their website at:
<http://www.ah.dcr.state.nc.us/records/local/default.htm>.
2. Audits/Monitoring:
 - a. The Department shall have an annual audit performed in accordance with the *Single Audit Act of 1984 (with amendment in 1996)* and *OMB Circular A-133*. The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county health department) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the DHHS Internal Audit Office by LGC will be investigated and findings verified by the DHHS Controller's Office staff with assistance of DPH Program Staff.
 3. The Department shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Activity covered by this Agreement in a manner consistent with instructions provided in general budgetary guidance from the DPH and the specific guidance from the respective programs and enter that budget information into the Aid-to-Counties Database for each activity funded under this Agreement.
 - a. The Department shall prepare budget revisions to their Local Appropriation budgets when appropriations will be increased or decreased and enter that information in the Aid-to-Counties Database.
 4. The Department shall observe the following conditions when budgeting and reporting Local Earned Revenues:
 - a. Locally appropriated funds may not be supplanted by earned revenues from persons, or public or private third-party payors.
 - b. All earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it except:
 - 1) Revenue generated by Women's and Children's Health (WCH) Section Programs may be budgeted and expended (consequently reported) in any WCH Section Program activity, unless a specific Agreement Addendum has a more restrictive requirement.
 - 2) Revenue generated by a local clinic or program that has no State-funded Activity budget (no State or federal funds) should be budgeted and associated expenditures reported in a State

Program Activity that most closely matches the deliverables of the respective State program. This process will enable the collection of total expenditures in public health per program.

- c. All fees collected shall be used in the current year or succeeding fiscal years.
 - d. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 45 CFR 4.
 - 1) Local Budgets for DHHS Reporting: After preparing Local Budgets, the Department must use the Allocation/County Line in the Aid-to-Counties Database to show the approved local funding.
 - (a) Line item 101 in the Aid-to-Counties Database must be used to budget local appropriations for each program Activity, if applicable.
 - (b) Line item 102 in the Aid-to-Counties Database must be used to budget Title XIX Medicaid earned revenues for each program Activity, if applicable.
 - (c) Line item 103 in the Aid-to-Counties Database must be used to budget other earned revenues (e.g., Home Health fees, patient fees (cash), other insurance payments, and other grants and donations) for each program Activity, if applicable.
 - (d) Line item 104 in the Aid-to-Counties Database must be used to budget Local funding associated with Teen Pregnancy Activities, if applicable.
 - (e) Line item 106 in the Aid-to-Counties Database must be used to budget Local funding for bioterrorism Activities, if applicable.
 - (f) Line item 107 in the Aid-to-Counties Database must be used to budget Temporary Food Establishment (TFE) fees collected, if applicable.
 - (g) Line item 107 in the Aid-to-Counties Database must be used to budget Limited Food Services Establishment (LFSE) fees collected, if applicable.
- Note: The Department shall report Local expenditures in the appropriate category (e.g., 101, 102, 103, 104, or 106) in the ZZZZ line item in the Aid-to-Counties Database and TFE fees collected in Category 107 in the ZZZZ line item in the Aid-to-Counties Database.
- e. When reporting local expenditures (local appropriations, Medicaid or other earned revenues) the Department must use the electronic Aid-to-Counties Database to report the pertinent month's actual expenditures. (Note that an "actual expenditure" is one for which the item has been ordered, received, invoiced and the check has been issued) or if the Agreement Addendum allows for drawing down funds based on number of individuals screened or provided services, the actual number screened or served multiplied by the per capita rate specified in the Agreement Addendum. The Expenditure Reports must be submitted monthly in the website format and certified in the website to the DHHS Controller's Office.
 - 1) Line item 101 in the Aid-to-Counties Database must be used to report local appropriations that were expended on a monthly basis.
 - 2) Line item 102 in the Aid-to-Counties Database must be used to report Title XIX (Medicaid) earned revenues that were expended on a monthly basis.
 - 3) Line item 103 in the Aid-to-Counties Database must be used to report other earned revenues that were expended on a monthly basis.
 - 4) Local funding for Teen Pregnancy Prevention Initiatives (104) and Bioterrorism (106) must be reported in the Aid-to-Counties Database on a monthly basis.
 - 5) Line item 107 must be used to report Temporary Food Establishment fees collected on a monthly basis.

- 6) Line item 107 must be used to report Limited Food Services Establishment fees collected on a monthly basis.
 - f. A local account shall be maintained for unexpended earned revenues (i.e., Title XIX fees, private insurance or private pay [cash]). Accounts shall be maintained in sufficient detail to identify the program source generating the fees.
 - g. The amount of Title XIX fees budgeted and expended in FY 2017-2018 must equal or exceed the amount of Title XIX revenues earned during FY 2015-2016. The State will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if the Department provides sufficient justification.
5. For State and federal revenues only, the Department shall submit a monthly report of actual State and federal expenditures to the DHHS Controller's Office in the Aid-to-Counties Database.
 - a. Reporting in the Aid-to-Counties Database shall be by line item as referenced in Section C. Fiscal Control, Paragraphs 4.d and 4.e.
 - b. The Department shall submit a monthly Expenditure Report of the pertinent month's actual expenditures for all programs via the Aid-to-Counties Database to the DHHS Controller's Office *no later than* the dates published annually in December for the next calendar year. The schedule allows counties at least seven days to enter the pertinent month's expenditures into the Aid-to-Counties Database. Failure to meet the reporting deadline, as published in the Office of the Controller's Aid-to-Counties Expenditure Control Schedule, will result in the exclusion of those expenditures for that month. The Department must submit these monthly Expenditure Reports, via the Aid-to-Counties Database, consecutively throughout the Agreement period.

The health director and the finance officer will approve the monthly Expenditure Report in the Aid-to-Counties Database and the system will alert the staff in the DHHS Controller's Office that expenditures have been approved and certified. The "Certification" verifies that the total State and federal expenditures reported are valid for the pertinent month's actual expenditures. Local expenditures are part of the Expenditure Report, but are not included in the amount verified in the "Certification." Local appropriations must be reported monthly along with the State and federal expenditures.

- c. Departments shall keep expenditure reporting current and submit their certification of expenditures per the published DHHS Controller's Office Schedule. Funding is based on an allocation method, not a contract method, and counties receive reimbursement for services provided during one month in the following month. Therefore, the last service month to be paid in the SFY will be May services which are reported and paid in June.
- d. Expenditures of federal funds must be reported according to the funding period for a grant. Care must be taken to be attentive to the service month and payment months for each grant as well as the ending liquidation date for a grant. For each grant, the Budgetary Estimate document, the Funding Authorization document and the Agreement Addendum will have service and payment month dates listed.
- e. The Department shall submit the final Expenditure Report (via the Aid-to-Counties Database) for all programs to the DHHS Office of the Controller according to the Office of the Controller's Aid-to-Counties Expenditure Control Schedule. The Expenditure Report for May Services, which is paid in June, will be the final report period paid from the SFY. Services provided in June and reported in July will be paid out of the next SFY.
- f. The Department shall have the opportunity to submit amended expenditure reports in the month following discovery of the error. The Department should not wait to submit all adjustments with

the invoice submitted to the Office of the Controller at the end of May as that will not allow sufficient time for verification of the adjustments before the last payment in the State Fiscal Year.

- 1) In accordance with Paragraph 4.d, above, the Department must keep current on reporting adjustments against federal funds to ensure such adjustments are received in time to be paid within the grant's payment period.
 - 2) The Department shall review their prior reimbursement claims against payments monthly.
 - 3) Amended expenditure reports must be submitted no later than the next reporting date after the grant period ends in order to be paid unless an exception is approved by the DPH Budget Office.
 - 4) Any overpayments identified by either the State or the Department will be adjusted out of the next month's claim for reimbursement by the DHHS Controller's Office or by submitting a check to DHHS for payment if it is the last month of the fiscal year or the federal grant is closed. There is no provision to carry forward funds from one State Fiscal Year to another; therefore, any adjustment not included in the June payment (or earlier if the grant period expires during the State Fiscal Year) should be paid from local funds.
- g. The Department shall submit requests for reimbursement for training per Section B. Funding Stipulations, Paragraph 8, to the Public Health Nursing and Professional Development Unit. Form 3300 – Public Health Nurse Training Activity must be used as the invoice for payment.
- h. The Department shall submit requests for reimbursement for training per Section B. Funding Stipulations, Paragraph 14, to the Environmental Health Section. Form DHHS 4125 – Centralized Intern Training Funds Reimbursement Request must be used as the invoice for payment.
6. The Department shall maintain expenditures for maternal health, child health and family planning programs per General Statute 130A-4.1(a). The amount of expenditures shall be calculated by the State and provided to the Department as described in Section A. Responsibilities of the Department, Paragraph 17 of this Agreement.

D. PERSONNEL POLICIES

1. The Department shall adhere to and fully comply with State and county personnel policies as applicable.
2. Environmental Health Specialists employed by the Department shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to G.S. 130A-4(b). This delegation shall be done according to 15A NCAC 10 .0100.
 - a. The Department is responsible for sending their newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.
 - b. Arrangements for centralized intern training for newly-employed environmental health specialists will be handled by the DPH Education and Training Staff.
 - c. The Department, when contracting with an environmental health specialist (EHS) employed by another entity, shall be responsible for ensuring that all original documents/public records (e.g., permits, inspection reports, correspondence) generated by the contracted EHS be maintained by the Department. All contracts covering this work shall stipulate that the contracted EHS shall be available for consultation with the public concerning work performed under the contract.

3. The Department shall comply with Minimum Standard Health Department Staffing 10A NCAC Section 46 .0301(c), and shall ensure that all nursing staff who provide public health services funded by this Agreement comply with this rule.
4. The Department shall complete the attached State Certifications regarding its compliance with E-Verify, its eligibility status as a contractor, and that its officers have not violated any State or federal Securities Acts.

E. CONFIDENTIALITY

1. All information as to personal facts and circumstances obtained by Department personnel in connection with the provision of services or other activity under this Agreement shall be privileged communication, shall be held confidential, and shall not be divulged without the client's or responsible person's written consent, except as may be otherwise required or allowed by law or regulation. Such information may be disclosed in summary, statistical, or other form which does not directly or indirectly identify particular individuals. Department employees must sign confidentiality pledges documenting the knowledge of, and the agreement to maintain, personal and medical confidentiality.

F. CIVIL RIGHTS

1. The Department shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin or otherwise qualified handicapped individual, solely by reason of his or her handicap (unless otherwise medically indicated), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Agreement.
2. The Department shall complete the attached Federal Certification regarding Nondiscrimination.
3. The American with Disabilities Act 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The Department certifies that it and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this Agreement.
4. Provision of Interpreter Services: As required by Title VI of the Civil Rights Act, the Department, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by the Department.

G. RESPONSIBILITIES OF THE STATE

1. The State shall provide training to the Department, and upon request, technical assistance in the preparation of the Agreement Addenda.
2. The State shall conduct liaison activities with local health departments for general problem solving and technical support.
3. The State shall provide high-level consultation, technical assistance, and advice to local health directors. Broad content areas include, but are not limited to:
 - a. Board Relations
 - b. Management Teams and Staffing
 - c. Policy Development

- d. Program Planning and Implementation
 - e. Quality and Performance Improvement
 - f. General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.
4. The State shall provide coordination and support for the education and training for the public health workforce.
 5. The State shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested.
 6. The State shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies and procedures that cross programs.
 7. The State shall provide support and consultation to the public health workforce in local health departments, including regional public health consultants who offer technical assistance and training on professional development; program planning, program evaluation and quality assurance; data collection; and community health assessment.
 8. The State shall act as the principal liaison between the public health system and the State's Medicaid agency on issues related to Medicaid reimbursed services provided by the State and the Department and shall cooperate with the State Medicaid agency to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.
 9. The State shall work with the North Carolina DHHS Information Technology Division to provide automated systems and facilities via the Health Information System (HIS). HIS is currently used to create and submit Medicaid claims, perform accounts receivables, and to collect other DPH program-related data from client, service, encounter and other data on behalf of the local health departments and other public health programs. The State shall provide business and technical support for the automated systems to the users of this system.
 10. The State shall provide support and consultation to ensure that the Health Information System (HIS) can generate standard transactions for public health Medicaid claims and for public health claims to all insurers submitted on behalf of the Department per HIPAA [the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-91) subparts I through N, which define the standards for specific transactions].
 11. The State shall responsibly use data reviewed and received in its role as a public health authority and health oversight agency while respecting the confidentiality and integrity of the data and securing and protecting the privacy of individual client health information (see the Business Associate Addendum to this Consolidated Agreement).
 12. The State shall provide to the Department the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of their local budget proposals per current General Statute. An exception is the Food & Lodging distributions required by G.S. 130A-248(d). The State shall provide the Food & Lodging funding allocation on the Distribution Spreadsheet which will accompany the Activity 874 Food & Lodging Agreement Addendum.
 13. The Food & Lodging Local Health Department Request for Payment Form (DPH EH 2948) will accompany the Agreement Addendum for Activity 874 Food & Lodging and will be provided to the

Department no later than March 30 for the State Fiscal Year in which payment will be made. The State shall disperse Food & Lodging funds to the Department upon receipt of the executed Agreement Addendum and the signed, completed, and approved Food & Lodging Local Health Department Request for Payment Form.

14. The State shall provide a Funding Authorization document to the Department after the receipt of the Certified State Budget.
15. The State shall make funds available to the Department at the beginning of each fiscal year upon receipt of this executed Agreement, and the executed Agreement Addenda. Funds will be dispersed in accordance with the timely submissions of Expenditure Reports. Payment will be made to the Department according to the DHHS Controller's Office Aid-to-Counties Expenditure Control Schedule issued December of each year for the following calendar year.
16. The State shall assist the Department to comply with all applicable laws, regulations, and standards relating to the activities covered in this Agreement.
17. The State reserves the right to conduct reviews, audits, and program monitoring to determine compliance with the terms of this Agreement and its associated Agreement Addenda.
18. For services of the State Laboratory of Public Health ("State Lab"), the State shall:
 - a. Provide free or at-cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the State Lab only, when ordered via the State Lab's web-based mailroom ordering system;
 - b. Assure qualified personnel to process, analyze and report test results;
 - c. Assure that the State Laboratory maintains CLIA certification;
 - d. Submit invoices to the local health departments via electronic means;
 - e. Collect interest (per N.C.G.S. 147-86.23 and 150-241.1) and a 10% late fee as appropriate; and
 - f. Provide a qualified Laboratory Director and a Technical Consultant for local health departments' laboratories participating in the North Carolina State Laboratory of Public Health CLIA Contract Program. Services provided by the oversight of this personnel include training and continuing education, CLIA inspection assistance, proficiency testing and enrollment, competency assessment, and models for laboratory forms, procedures and policies.

H. DISBURSEMENT OF FUNDS

1. The State shall disburse funds to the Department on a monthly basis; monthly disbursements for each program activity will be based on monthly expenditures reported.
2. The State shall disburse Food and Lodging funds in accordance with NCAC T15A:18A . 2900 – "Restaurant and Lodging Fee Collection and Inventory Program" in the month following receipt of the signed, completed, and approved Food & Lodging Local Health Department Request for Payment Form (DPH EH 2948). The exception is that Temporary Food Establishment (TFE) and Limited Food Establishment (LFE) fees MUST be collected by the Department and must be expended to support the food, lodging, and institution sanitation programs and activities. Such fees shall be deemed to have been disbursed to the Department upon their collection and shall be reported in the Aid-to-Counties Database on the ZZZZ line for Activity 874, Category 107–Local Temporary Food Establishment and Limited Food Establishment.

3. Total payment by program Activity is limited to the total amount listed on the Funding Authorization document and any Funding Authorization revision documents received after the initial notification.
4. Final payments for the State Fiscal Year will be made based on the final monthly Expenditure Report which is due as delineated per the Controller's Office's Aid-to-Counties Payment Schedule.

I. AMENDMENT OF AGREEMENT

1. Amendments, modifications, or waivers of this Agreement may be made at any time by mutual consent of all parties. Amendments shall be in writing and signed by appropriate authorities.

J. PROVISION OF TERMINATION

1. Either party may terminate this Agreement for reasons other than non-compliance upon 60 days written notice. If termination should occur, the Department shall receive payment only for allowable expenditures.
2. The State may withhold payment to the Department until the State can determine whether the Department is entitled to further payment or whether the State is entitled to a refund.

K. COMPLIANCE

1. The State shall respond to non-compliance with all terms of this Agreement as follows:
 - a. Upon determination of non-compliance, the State shall give the Department 60 days written notice to come into compliance. If the deficiency is corrected, the Department shall submit a written report to the State that sets forth the corrective action taken.
 - b. If the above deficiencies should not be corrected to the satisfaction of the State after the 60-day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.
 - c. If the deficiency is still not corrected within the next 30 days following temporary suspension of funding, program funds may be permanently suspended until the Department can provide evidence that the deficiencies have been corrected.
 - d. In the event of the Department's non-compliance with clauses of this Agreement, the State may cancel, terminate, or suspend this Agreement in whole or in part and the Department may be declared ineligible for further State contracts or agreements. Such terminations for non-compliance shall not occur until (1) the provisions of Section K.1.a through K.1.c have been followed, documented, and have failed to provide a resolution, and (2) all other reasonable administrative remedies have been exhausted.
2. Monitoring – OMB Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations) as revised on June 27, 2003 requires that pass-through entities monitor the activities of their subcontractors as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations and the provision of contracts or grant agreements and that performance goals are achieved. North Carolina establishes comparable monitoring requirements for State funds received by sub-recipients in N.C.G.S.158-34, *Annual independent audit: rules and regulations*, for local units of government. Also, the State must perform monitoring as required in the DHHS Policy and Procedure Manual entitled *Monitoring of Programs* dated August 1, 2002 and its Monitoring Plan dated January 2006.

Additionally, the Department is required under Circular A-133, N.C.G.S.143-6.2 and N.C.G.S.159-34 to perform monitoring of its sub-recipients and to maintain records to support such monitoring activities and results. Accordingly, the Department shall participate fully in monitoring by the State

ATTACHMENT A

A. Discontinuance of the OBCM or CC4C Program

The Division of Public Health (DPH) is responsible for assuring the Statewide provision of Obstetric Care Management (OBCM) and Care Coordination for Children (CC4C) services. DPH considers this a core public health service and prefers that each local health department continues to provide it. Every resource including technical assistance from the regional consultants and Women's and Children's Health (WCH) Section should be used to resolve issues to prevent discontinuation of services.

In the event that the Department decides it can no longer fulfill this obligation, the Department shall:

1. Notify the DPH Deputy Director in writing of the Department's intention to discontinue the service 90 days in advance of any planned action.
2. Cooperate with the DPH Deputy Director's office in developing a joint plan for transition that will include the appropriate local partners.
3. Prepare a joint letter co-signed by the DPH Deputy Director and the Department's Health Director outlining the agreed upon terms for the transition.
4. Submit an Assurance Plan as outlined in Section B to the DPH Deputy Director's Office that includes a copy of any proposed subcontracts. This plan must be approved by the DPH prior to execution of the pilot model period.
5. Upon approval of the pilot model, the Department shall submit monthly reports to DPH that includes program activity updates and service data. Reports shall reflect reporting requirements in network contracts for the Medicaid population and in Agreement Addenda for the non-Medicaid population, including the monthly status reports from the service provider.
6. Notify DPH 90 days before the scheduled end of the pilot period regarding the Department's desire to continue the program past the pilot phase. DPH will review the progress of the pilot and determine whether it is in the best interest of the DPH to renew the pilot and report back to the Department 30 days before the scheduled end of the pilot period.

Discontinuance of OBCM or CC4C without an approved transition plan may result in the withholding of all funds from the Department at the discretion of the DPH Deputy Director.

B. Assurance Plan Requirements for OBCM or CC4C

If the approved transition results in the Department moving to an assurance model for OBCM, CC4C or both to another service provider for a pilot period of up to one year, the Department shall:

1. Monitor and evaluate the service provider quarterly based on the agreements outlined in the transition plan assurance model.
2. Provide monthly status reports on the implementation of the pilot model inclusive of all components of this Section B: Assurance Plan Requirements for OBCM or CC4C, with both Medicaid and non-Medicaid clients in the report. These reports are to be delivered to the OBCM and CC4C regional consultants and the respective program managers.
3. Conduct quarterly meetings with Executive Level County Health Department and Network representatives to review OBCM and CC4C services. Provide meeting dates, agendas, and names of the meeting attendees to the OBCM and CC4C regional consultants.

4. Assure that the service provider includes a copy of the county's monthly program activity and service level data to the Department's Health Director on a monthly basis.
5. Provide a clear and comprehensive description of the entire care and case management system including:
 - a. A description of services for both the Medicaid and non-Medicaid children and Medicaid women (and also non-Medicaid women, if appropriate). Include a statement of how the county will address Agreement Addendum (AA) deliverables for the OBCM and CC4C programs and provide oversight through Executive Leadership to assure that AA deliverables are met for both programs. The Agreement Addenda for Activity 101 Maternal Health and Activity 318 Care Coordination for Children programs will be revised to reference this effort as a one-year pilot;
 - b. A statement on how the county service system components interact;
 - c. The staffing plan;
 - d. Outreach strategies;
 - e. A description of the client triage model for early childhood and maternal health programs and services for the county;
 - f. A description of the referral system both to and from the care management systems. Develop criteria for referral of all first-time mothers to the women's and children's home visiting programs. Those not eligible for the women's and children's home visiting programs or for those who decline the services will be referred to OBCM. The plan should include a process to follow-up on referrals to assure they were successfully completed and the referral outcomes;
 - g. Follow-up strategies;
 - h. Accountability and monitoring plans that cover Department responsibility for all of the Title V components including non-Medicaid care management services and school nurses;
 - i. A description detailing the overall goals and strategies of the Department's plan to develop a unique continuum of care for these populations. This should include school nurses, case management for the non-Medicaid eligible children, Nurse-Family Partnership, and other pertinent women's and children's services in the county;
 - j. A statement on how the Department will maintain a clear audit trail for the various components of the system.
6. Describe the program monitoring process including the procedure for corrective action plans in the event they are warranted. The program monitoring process should also include analysis of county program activity reports and outcomes indicative of clients' successes based on the program evaluation criteria.
7. Provide a statement on how the Department will coordinate and transition clients in collaboration with school nurses as an extension of OBCM/CC4C/CCNC (Community Care of North Carolina) care coordination in the school setting. If so, include information about the involvement of school nurse consultants in the planning process, prior to implementing the case management system in the county schools.
8. Ensure that the service provider's CC4C coordinators complete the Life Skills Progression (LSP) assessment and focus on children with toxic stress. A strong concern is that the typical medical model of CCNC care management is very different than the medical and socioeconomic model used in public health. One of the values of the CC4C model is the additional focus on prevention and health promotion. The LSP is a tool that allows CC4C to assess, intervene and track progress of a

family toward self-reliance and self-sufficiency. The CC4C goal is not just to make a referral to community resources, but to teach a family how to identify and access resources themselves—to act as their own advocates and prompters in seeking out resources, to understand the value of Medical Home and regular preventive care for their child, and to actively participate in their child’s health and development. The Department shall ensure that the service provider’s CC4C coordinators describe how this focus has been maintained.

9. Describe the payment mechanism. While this is classically a subcontract relationship, DPH recognizes there are practical concerns in shifting funds back and forth between the health department and the network. Provide a detailed accounting for expenditures of DPH funds to support services for both Medicaid and non-Medicaid clients.

ATTACHMENT B

Maintenance of Effort Schedule-local health departments

Citation: 130A-4.1; Consolidated Agreement clause G(19)

Local Health Department	MOE Baseline 1985	Updated Baseline CPI * 2017-18	Local Health Department	MOE Baseline 1985	Updated Baseline CPI * 2017-18
Alamance	\$215,751	\$484,697	Jackson	\$11,822	\$26,558
Albemarle District	\$47,803	\$107,392	Johnston	\$196,475	\$441,392
Alexander	\$33,308	\$74,827	Jones	\$22,851	\$51,336
Anson	\$27,096	\$60,872	Lee	\$57,470	\$129,109
Appalachian District	\$56,663	\$127,296	Lenoir	\$120,667	\$271,085
Beaufort	\$63,029	\$141,597	Lincoln	\$78,475	\$176,298
Bladen	\$19,564	\$43,951	Macon	\$27,277	\$61,280
Brunswick	\$122,285	\$274,720	Madison	\$55,718	\$125,174
Buncombe	\$166,104	\$373,160	MTW District	\$97,748	\$219,596
Burke	\$83,689	\$188,012	Mecklenburg	\$375,712	\$844,057
Cabarrus	\$250,406	\$562,550	Montgomery	\$24,389	\$54,791
Caldwell	\$59,226	\$133,054	Moore	\$36,243	\$81,422
Carteret	\$16,843	\$37,838	Nash	\$124,412	\$279,498
Caswell	\$31,809	\$71,461	New Hanover	\$128,664	\$289,050
Catawba	\$127,542	\$286,530	Northampton	\$71,678	\$161,028
Chatham	\$50,121	\$112,599	Onslow	\$63,147	\$141,863
Cherokee	\$11,705	\$26,296	Orange	\$258,834	\$581,484
Clay	\$1,580	\$3,549	Pamlico	\$11,162	\$25,076
Cleveland	\$243,917	\$547,973	Pender	\$-	\$-
Columbus	\$85,858	\$192,885	Person	\$42,878	\$96,328
Craven	\$113,647	\$255,314	Pitt	\$164,404	\$369,342
Cumberland	\$458,294	\$1,029,581	Randolph	\$81,302	\$182,649
Dare	\$22,597	\$50,766	Richmond	\$50,348	\$113,110
Davidson	\$100,199	\$225,102	Robeson	\$225,422	\$506,422
Davie	\$38,546	\$86,597	Rockingham	\$157,370	\$353,540
Duplin	\$84,922	\$190,781	Rowan	\$178,268	\$400,488
Durham	\$439,506	\$987,374	RPM District	\$48,315	\$108,543
Edgecombe	\$157,941	\$354,823	Sampson	\$37,229	\$83,636
Forsyth	\$508,138	\$1,141,559	Scotland	\$12,388	\$27,829
Franklin	\$65,012	\$146,052	Stanly	\$23,625	\$53,075
Gaston	\$342,765	\$770,039	Stokes	\$41,687	\$93,653
Graham	\$3,949	\$8,872	Surry	\$49,658	\$111,559
Granville-Vance District	\$170,160	\$382,273	Swain	\$10,674	\$23,979
Greene	\$78,527	\$176,415	Toe River District	\$49,658	\$111,559
Guilford	\$1,605,509	\$3,606,861	Transylvania	\$66,417	\$149,210
Halifax	\$118,024	\$265,148	Union	\$25,573	\$57,451
Harnett	\$69,651	\$156,474	Wake	\$758,321	\$1,703,608
Haywood	\$82,684	\$185,754	Warren	\$8,551	\$19,210
Henderson	\$109,750	\$246,560	Wayne	\$271,847	\$610,719
Hertford	\$3,517	\$7,900	Wilkes	\$73,909	\$166,040
Hoke	\$25,698	\$57,732	Wilson	\$59,617	\$133,934
Hyde	\$12,355	\$27,755	Yadkin	\$20,687	\$46,474
Iredell	\$36,698	\$82,445			
			TOTAL:		\$23,775,890

Notes: * Adjusted for inflation, 1985 through 2014, based upon changes in Consumer Price Index (CPI). Adjustment factor equals 221%.
 Reference for calculating CPI changes: http://www.bls.gov/data/inflation_calculator.htm.

ATTACHMENT C

Page ____ of ____
FY 2017-2018

**Public Health Nursing Training
Funds Reimbursement Request**

Public Health Nursing &
Professional Development

Office, Section, or Branch

N/A

Contractor (County Name)

Contract Number
Public Health Nurse Training

Activity

Name(s) of Participant(s)

Date Attended (Mo. & Yr.)

*Amount Requested: \$

Health Director Signature

Date

Contact Person Signature

() - _____
Telephone Number

This form is to be used when requesting reimbursement. Submit this reimbursement request directly to:

Public Health Nursing & Professional Development
DHHS - Division of Public Health
1916 Mail Service Center
Raleigh, NC 27699-1916

Reviewed by:

Initials Date

ATTACHMENT D

Page _____ of _____
FY 2017-2018

Management and Supervision Training Funds Reimbursement Request

Public Health Nursing &
Professional Development

Office, Section, or Branch

N/A

Contract Number

Public Health Nurse Training

Activity

Contractor (County Name)

Date Attended (Mo. & Yr.)

Name(s) of Participant(s)

*Amount Requested: \$

Health Director Signature

Date

Contact Person Signature

() - _____
Telephone Number

This form is to be used when requesting reimbursement. Submit this reimbursement request directly to:

Public Health Nursing & Professional Development
DHHS - Division of Public Health
1916 Mail Service Center
Raleigh, NC 27699-1916

ATTACHMENT E

Page ____ of ____

FY 2017-2018

Invoice # _____

Centralized Intern Training Funds Reimbursement Request

Name of REHS-Intern (or REHS)	County Health Department & Address	CIT Modules & Dates Attended GM-General Module FPF-Food Module OSWP-Onsite Water Protection	Subsistence Reimbursement (Food/Lodging) 532732	Mileage Reimbursement (1 round trip per 2 attendees) 532731	Total Amount per REHS Intern

*Total Amount Requested	\$
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Date Stamped (DHHS use only)

Health Director Signature

Date

Contact Person Signature

Telephone Number

This form is to be used when requesting reimbursement. Submit this reimbursement request directly to:

Environmental Health Section,
Centralized Intern Training & Authorizations
DHHS - Division of Public Health
1632 Mail Service Center
Raleigh, NC 27699-1632

**NORTH CAROLINA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM TO CONSOLIDATED AGREEMENT**

This Agreement is made effective July 1, 2017, by and between] **Lee County Health Department** (“Covered Entity”) and the **North Carolina Department of Health and Human Services, Division of Public Health, Administrative, Local, Community Support Section, Health Information System and Local Technical Assistance and Training** units (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a Memorandum of Understanding, entitled “FY 2018 Consolidated Agreement” (the “MOU”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is a local health department in the State of North Carolina that has been designated in whole or in part by as a “covered entity” for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the MOU with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
- b. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- d. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164.
- e. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- g. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.
- h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

- b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.
- e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.
- g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the MOU permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the MOU, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
 - 1) the disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the MOU or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the MOU terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the MOU or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the MOU.
- b. Except as provided in this Agreement, all terms and conditions of the MOU shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the MOU, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the MOU terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the MOU for cause.

Lee County Health Department

**North Carolina Department of
Health and Human Services,
Division of Public Health**



2-24-17

Health or Human Services Director

Date

Division Director

Date

STATE CERTIFICATIONS

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Lee County Health Department

Contractor's Authorized Agent: Signature *William Heath Cain* Date 2-24-17

Printed Name William Heath Cain Title Health Director

Witness: Signature _____ Date _____

Printed Name _____ Title _____

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- 2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- 3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]
 - He or she **has completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;
 - OR**
 - He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.




 Signature Title

Lee County Health Department 2-24-17
 Contractor [Organization's] Legal Name Date

[This Certification must be signed by a representative of the Contractor who is authorized to sign contracts.]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. **The Contractor certifies** that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. **Notifying the Department within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;**
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: 106 Hillcrest Drive

City, State, Zip Code: Somerset, NC, 27330

Street Address No. 2: 115 Chatham Street

City, State, Zip Code: Somerset, NC, 27330

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification to be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

- a. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Disclosure of Lobbying Activities
(Approved by OMB 0348-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, (if known)</p> <p>Congressional District (if known) _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District (if known) _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number (if applicable) _____</p>	
<p>8. Federal Action Number (if known)</p>	<p>9. Award Amount (if known) : \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ actual planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____</p>	
<p>Authorized for Local Reproduction Standard Form - LLL</p>		

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

#2 of page 29 continued


Street Address No. 3: 1450 W. Horner Blvd.

City, State, Zip Code: Somerset, NC, 27330

Street Address No. 4: _____

City, State, Zip Code: _____

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



Lisa Minter, Finance Director

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: JOHN A CRUMPTON, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:#04/03/17/13
 DATE: April 3, 2017

SECTION I. THE FOLLOWING GENERAL FUND (1100) REVENUE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Health-WIC	1100-3510-33320	DEHNR WIC	362,027	3,802	365,829
Health-General Admin	1100-3510-33380	DEHNR General Admin	88,960	20,000	108,960
Health-Health Promotion	1100-3510-35090	Gifts	768	500	1,268
TOTAL CHANGES				<u>24,302</u>	

SECTION II. THE FOLLOWING GENERAL FUND (1100) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Health-General Admin	1100-5100-44200	EDP Supplies	150	5,409	5,559
Health-General Admin	1100-5100-43960	Contracted Services	16,555	13,100	29,655
Health-General Admin	1100-5100-46416	Technology Eq < \$500	-	1,491	1,491
Health-Health Promotion	1100-5104-44100	Office/Departmental Supplies	800	150	950
Health-Health Promotion	1100-5104-45610	Incentives	2,000	350	2,350
Health-WIC	1100-5105-44170	Medical/Educational Supplies	5,500	3,802	9,302
TOTAL CHANGES				<u>24,302</u>	

SECTION III. THE FOLLOWING E-911 FUND (2104) REVENUE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
E-911 Fund	2104-3990-39900	Fund Balance Appropriated	97,912	206,382	304,294
TOTAL CHANGES				<u>206,382</u>	

SECTION IV. THE FOLLOWING E-911 FUND (2104) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
E-911 Fund	2104-9800-48260	City of Sanford 911 Equip	361,245	206,382	567,627
TOTAL CHANGES				<u>206,382</u>	



AMY M. DALRYMPLE, CHAIR



JENNIFER GAMBLE, CLERK TO THE BOARD

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

Meeting Date: April 17, 2017

ITEM NO. II. B.

Information
 Action Item
 Consent Agenda

SUBJECT: Minutes from the April 3, 2017 Closed Session Meeting

DEPARTMENT: Governing Body

CONTACT PERSON: Jennifer Gamble, Clerk to the Board

REQUEST: Approve Closed Session Minutes from the April 3, 2017 Meeting

SUMMARY: A "draft" copy of the Minutes from the April 3, 2017 closed session meeting of the Board has been prepared.

BUDGET IMPACT: N/A

ATTACHMENT(S): Minutes are in a sealed envelope in the back of each Commissioner's agenda package.

PUBLIC HEARING: No

PRIOR BOARD ACTION: N/A

RECOMMENDATION: Approve Minutes as presented

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

Meeting Date: April 17, 2017

ITEM NO. II. C.

Information
 Action Item
 Consent Agenda

SUBJECT: Tax Release and Refund Report for March 2017

DEPARTMENT: Tax Administration

CONTACT PERSON: Mary Yow, Tax Administrator

REQUEST: Approval of Tax Releases and Refunds for March 2017

SUMMARY: A release or refund is necessary to adjust or correct an existing tax bill that is in error. North Carolina General Statute 105-381(b) requires the governing body to determine the release or refund of a tax.

BUDGET IMPACT:

ATTACHMENT(S)

- 1) Personal Property Abatement Report
- 2) Real Property Abatement Report
- 3) Release Code Descriptions
- 4) General Statute 105-381 (b)

PUBLIC HEARING: No

PRIOR BOARD ACTION: N/A

RECOMMENDATION: Approve Tax Releases and Refunds for March 2017 as presented



Real Property Abatement Report

From 3/1/2017 To 3/31/2017

	Value	County	City	Fire	Total	Release Code
2016						
Release						
INTERNATIONAL PAPER	\$1,000.00	\$7.95	\$0.00	\$1.45	\$9.40	LR-07
Release Totals:	\$1,000.00	\$7.95	\$0.00	\$1.45	\$9.40	



Personal Property Abatement Report

From 3/1/2017 To 3/31/2017

	Value	County Tax	County Penalty	District Tax	District Penalty	Total	Release Code
2016							
Release							
ARRIAGA, DANIEL	\$3,530.00	\$28.06	\$2.81	\$21.18	\$2.12	\$54.16	T-3
BEST CHOICE EXPRESS,	\$24,800.00	\$197.16	\$19.72	\$148.80	\$14.88	\$380.56	T-11
FLYNN, BRIAN	\$5,166.00	\$41.07	\$4.11	\$4.96	\$0.50	\$50.63	T-12
GABRIEL, FELICITAS	\$1,810.00	\$14.39	\$1.44	\$1.81	\$0.18	\$17.82	T-4
HEINS, LEELAND	\$5,730.00	\$45.55	\$0.00	\$5.10	\$0.00	\$50.65	T-12
HERBERT A KIMREY REAL	\$36,000.00	\$286.20	\$28.62	\$216.00	\$21.60	\$552.42	T-4
PARKER, TRAVIS	\$9,235.00	\$73.42	\$7.34	\$11.54	\$1.15	\$93.46	T-1
Release Total :	\$86,271.00	\$685.85	\$64.04	\$409.39	\$40.43	\$1,199.70	
2015							
Release							
GABRIEL, FELICITAS	\$1,930.00	\$15.34	\$1.53	\$1.93	\$0.19	\$19.00	T-4
PARKER, TRAVIS	\$9,090.00	\$72.27	\$7.23	\$11.36	\$1.14	\$91.99	T-1
Release Total :	\$11,020.00	\$87.61	\$8.76	\$13.29	\$1.33	\$110.99	
2014							
Release							
GABRIEL, FELICITAS	\$2,010.00	\$14.47	\$1.45	\$2.01	\$0.20	\$18.13	T-4
PARKER, TRAVIS	\$9,355.00	\$67.36	\$6.74	\$11.04	\$1.10	\$86.24	T-1
Release Total :	\$11,365.00	\$81.83	\$8.19	\$13.05	\$1.30	\$104.37	

RELEASE CODE DESCRIPTIONS

1	ALLOWABLE EXEMPTION NOT APPLIED
2	LAND USE DEFERMENT NOT APPLIED OR ABATEMENT MADE AFTER BILLING
3	PROPERTY DOUBLE LISTED BY TAXPAYER OR TAX OFFICE
4	TAX SITUS OF PROPERTY OUTSIDE JURISDICTION
5	REAL PROPERTY DATA IN ERROR
6	PERSONAL PROPERTY DATA IN ERROR
7	PROPERTY LISTED TO INCORRECT OWNER
8	LAST LIST PENALTY
9	TAXPAYER LISTED PERSONAL PROPERTY THEY DID NOT OWN
10	PROPERTY VALUE APPEALED TO ASSESSOR, BOARD OF E&R OR PROPERTY TAX COMMISSION
11	BUSINESS PERSONAL PROPERTY ASSESSMENT: NO LONGER OWNED OR OUT OF BUSINESS
12	PERSONAL PROPERTY SOLD PRIOR TO JAN 1ST.
13	TAX FORECLOSURE SALE
T	TAXPAYER
TO	TAX OFFICE
LR	LAND RECORDS
TA	TAX APPRAISAL
TOS	TAX OFFICE SOFTWARE
TFS	TAX FORECLOSURE SALE
GP	GARBAGE PICKUP
VA	VACANT OR ADJUSTMENT FOR WASTE FEE
CY	CITY OF SANFORD OR TOWN OR BROADWAY
B	BANKRUPTCY SETTLEMENT
A	AUDIT APPEAL OR ERROR

N.C. Gen. Stat. § 105-381

General Statutes of North Carolina
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*** Statutes current through the 2014 Regular Session ***

CHAPTER 105. TAXATION
SUBCHAPTER 02 . LISTING, APPRAISAL, AND ASSESSMENT OF PROPERTY AND COLLECTION
OF TAXES ON PROPERTY
ARTICLE 27. REFUNDS AND REMEDIES

Go to the North Carolina Code Archive Directory

N.C. Gen. Stat. § 105-381 (2014)

§ 105-381. Taxpayer's remedies

(a) Statement of Defense. -- Any taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property shall proceed as hereinafter provided.

(1) For the purpose of this subsection, a valid defense shall include the following:

- a. A tax imposed through clerical error;
- b. An illegal tax;
- c. A tax levied for an illegal purpose.

(2) If a tax has not been paid, the taxpayer may make a demand for the release of the tax claim by submitting to the governing body of the taxing unit a written statement of his defense to payment or enforcement of the tax and a request for release of the tax at any time prior to payment of the tax.

(3) If a tax has been paid, the taxpayer, at any time within five years after said tax first became due or within six months from the date of payment of such tax, whichever is the later date, may make a demand for a refund of the tax paid by submitting to the governing body of the taxing unit a written statement of his defense and a request for refund thereof.

(b) Action of Governing Body. -- Upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the taxing unit shall within 90 days after receipt of such request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct tax liability or notify the taxpayer in writing that no release or refund will be made. The governing body may, by resolution, delegate its authority to determine requests for a release or refund of tax of less than one hundred dollars (\$ 100.00) to the finance officer, manager, or attorney of the taxing unit. A finance officer, manager, or attorney to whom this authority is delegated shall monthly report to the governing body the actions taken by him on requests for release or refund. All actions taken by the governing body or finance officer, manager, or attorney on requests for release or refund shall be recorded in the minutes of the governing body. If a release is granted or refund made, the tax collector shall be credited with the amount released or refunded in his annual settlement.

LEE COUNTY

NORTH CAROLINA

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LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

Meeting Date: April 17, 2017

ITEM NO. IV. A.

Information
 Action Item
 Consent Agenda

SUBJECT: Senate Bill 363

DEPARTMENT: Jeff Cashion/Lynn Dahnke - NCREAA

CONTACT PERSON: Jeff Cashion

REQUEST: Discussion of Senate Bill 363.

SUMMARY: Discussion and clarification of misconceptions regarding Senate Bill 363 and the fee appraiser profession.

BUDGET IMPACT: N/A

ATTACHMENT(S): Request to Appear before the Board

PUBLIC HEARING: No

PRIOR BOARD ACTION: N/A

RECOMMENDATION: Information Only

COUNTY OF LEE

REQUEST TO APPEAR BEFORE THE BOARD OF COMMISSIONERS

According to adopted rules of procedure, any individual who wishes to appear before the Board of Commissioners must complete this request form and submit it no later than six (6) working days prior to the date of the scheduled meeting. Your request should be specific and provide sufficient information which will allow the Board to consider the matter. Copies of any supporting material should be included with this request form. Individuals requesting to appear on the agenda will be granted a maximum of ten (10) minutes to make their presentation.

Name: Jeff Cashion & Lynn Dahnke -NCREAA

Address: 2208 Nash Street, Sanford NC 27330

Telephone Number: 919-499-8045

E-mail Address: jcashion@cashionassocia

Date of Meeting You Wish to Appear At: April 17, 2017

Please describe in detail the matter you would like to discuss:

Senate Bill 363. Would like to clarify some of the misconceptions concerning the legislation and the Fee Appraiser profession.

not graded or scored on this form
Jeffrey L. Cashion
KEY: 19*ND1C79075ee0D42e1d058b0c04014

Signature

April 07, 2017

Date

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

<u>ITEM ABSTRACT</u>	<u>ITEM NO.</u> IV. B.
Meeting Date: April 17, 2017	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda

SUBJECT: Consider sale of surplus property located on Osgood Road, PIN number 9665-16-1354-00, in Lee County, North Carolina.

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish, County Attorney

REQUEST: Authorize the sale of property to Laneice Smith for the purchase of the above-referenced property located on Osgood Road, PIN number 9665-16-1354-00, in Lee County, North Carolina.

SUMMARY: The County of Lee acquired by the property by Sheriff's Deed in 1996. The total amount of fees and taxes owed on the property is \$484.53, and the taxable value is \$3,700.00.

Laneice Smith submitted an offer to purchase the property described above and on the attached documents for \$484.53. She has paid the requisite deposit and advertising costs. Such offer was advertised in *The Sanford Herald* on March 24, 2017 and no upset bids were received during the upset bid period.

BUDGET IMPACT: The taxes and fees owed on the parcel are \$484.53.

ATTACHMENT(S): Resolution, Publication in *The Sanford Herald*

PUBLIC HEARING: No

PRIOR BOARD ACTION: The Board accepted the offer from Laneice Smith at its regular meeting on March 20, 2017.

RECOMMENDATION: Authorize the sale of the above described property to Laneice Smith for \$484.53 and authorize staff to execute the necessary documents to convey the property.

LEE COUNTY

NORTH CAROLINA

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FINAL RESOLUTION AUTHORIZING THE SALE OF PROPERTY LOCATED ON OSGOOD ROAD

WHEREAS, the County of Lee owns a certain vacant parcel located on Osgood Road, PIN number 9665-16-1354-00, in Lee County, North Carolina, as shown on a deed recorded in Deed Book 573, Page 496, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$3,700.00; and,

WHEREAS, the above-referenced property was conveyed to the County as the result of a Sheriff's sale; and,

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$484.53; and,

WHEREAS, North Carolina General Statutes §§ 153A-176 and 160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above described property as it is surplus to the County's needs; and,

WHEREAS, the County received an offer submitted by Laneice Smith ("Offeror") to purchase the property described above in the amount of \$484.53, plus any advertising costs; and,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer; and,

WHEREAS, the Lee County Board of Commissioners accepts the offer of \$484.53 or any higher, upsetting offer, subject to the upset bid procedure.

WHEREAS, at its regular meeting on March 20, 2017, the Lee County Board of Commissioners accepted the offer of \$484.53 and such offer was advertised in *The Sanford Herald* on March 24, 2017; and

WHEREAS, no further upset bids were received during the 10-day upset bid period and the original offer from Laneice Smith is the final and highest bid received.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.

2. The terms of the final sale are as follows:
 - a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
 - b. The property will be sold "as is" with no conditions placed on the bid.
 - c. Title to the subject property shall be transferred to the buyer by a non-warranty deed.

3. The County Manager and appropriate County officials are authorized to execute the instruments necessary to convey the property.

Dated this the ____ day of April, 2017.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk
Lee County Board of Commissioners

0955

Legals

**NOTICE OF AN OFFER TO
PURCHASE PROPERTY
OWNED BY LEE COUNTY
BEING ADVERTISED
PURSUANT TO NCGS
§153A-176**

TAKE NOTICE that Lee County has received an offer to purchase the parcel of property located in at 1017 Osgood Road SR 1422, Lee County, NC, herein below described, for the sum of four hundred and eighty-four dollars and fifty-three cents (\$484.53). The taxable value of the property is three thousand, seven hundred dollars (\$3,700.00).

This property is being offered for sale under the upset bid procedures prescribed in NCGS § 153A-176 and § 160A-269 and pursuant to resolution adopted by the Board of Commissioners on March 20, 2017.

Within ten (10) days hereof, any person, firm, or corporation interested in purchasing the property may raise the bid. The above referenced bid must be raised by not less than ten percent (10%) of the first \$1,000.00 and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the County Clerk five percent (5%) of the increased bid amount and shall be responsible for all advertising costs. The Clerk's office is located at 408 Summit Drive, Sanford NC. The Clerk shall re-advertise the offer at the increased bid amount. This procedure will be repeated until no further qualifying upset bids are received, at which time the Lee County Board of Commissioners may accept the offer and sell the property to the highest bidder. The Board of Commissioners may, at any time, reject any and all offers. All sales are "as-is/where-is" with no warranties as to condition, habitability, or environmental matters. Title will be transferred by quitclaim deed. Balance of purchase price is due upon closing.

The Subject Property is described as follows:

Parcel located at 1017 Osgood Road SR 1422 in Lee County, NC, identified as PIN number 9665-16-1354-00, also being that property described in Deed Book 573 at page 496, in the Lee County Registry, subject to any and all encumbrances and liens of record.

This the 24 day of March, 2017.

Jennifer Gamble, COUNTY CLERK

Sanford Herald
3-24-2017

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

<u>ITEM ABSTRACT</u>	<u>ITEM NO.</u> IV. C.
Meeting Date: April 17, 2017	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda

SUBJECT: Consider sale of surplus property located on Osgood Road, PIN number 9665-16-1468-00, in Lee County, North Carolina.

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish, County Attorney

REQUEST: Authorize sale of property to Laneice Smith for the purchase of the above-referenced property located on Osgood Road, PIN number 9665-16-1468-00, in Lee County, North Carolina.

SUMMARY: The County of Lee acquired by the property by Sheriff's Deed in 1993. The total amount of fees and taxes owed on the property is \$567.30, and the taxable value is \$3,500.00.

Laneice Smith submitted an offer to purchase the property described above and on the attached documents for \$567.30. She has paid the requisite deposit and advertising costs. Such offer was advertised in *The Sanford Herald* on March 24, 2017, and no upset bids were received during the upset bid period.

BUDGET IMPACT: The taxes and fees owed on the parcel are \$567.30.

ATTACHMENT(S): Resolution, advertising in *The Sanford Herald*.

PUBLIC HEARING: No

PRIOR BOARD ACTION: The Board accepted the offer from Lanecie Smith at its regular meeting on March 20, 2017.

RECOMMENDATION: Authorize the sale of the above property to Ms. Smith for \$567.30 and authorize staff to execute the necessary documents to convey the property.



**FINAL RESOLUTION AUTHORIZING THE SALE OF PROPERTY
LOCATED ON OSGOOD ROAD**

WHEREAS, the County of Lee owns a certain vacant parcel located on Osgood Road, PIN number 9665-16-1468-00, in Lee County, North Carolina, as shown on a deed recorded in Deed Book 496, Page 306, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$3,500.00; and,

WHEREAS, the above-referenced property was conveyed to the County as the result of a Sheriff's sale; and,

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$567.30; and,

WHEREAS, North Carolina General Statutes §§ 153A-176 and 160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above described property as it is surplus to the County's needs; and,

WHEREAS, the County received an offer submitted by Laneice Smith ("Offeror") to purchase the property described above in the amount of \$567.30, plus any advertising costs; and,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer; and,

WHEREAS, the Lee County Board of Commissioners accepts the offer of \$567.30; and

WHEREAS, at its regular meeting on March 20, 2017, the Lee County Board of Commissioners accepted the offer of \$567.30 and such offer was advertised in *The Sanford Herald* on March 24, 2017; and,

WHEREAS, no further upset bids were received during the 10-day upset bid period and the original offer of Laneice Smith is the final and highest bid received.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.

2. The terms of the final sale are as follows:
 - a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
 - b. The property will be sold "as is" with no conditions placed on the bid.
 - c. Title to the subject property shall be transferred to the buyer by a non-warranty deed.

3. The County Manager and appropriate County officials are authorized to execute the instruments necessary to convey the property.

Dated this the ____ day of April, 2017.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk
Lee County Board of Commissioners

0955

Legals

**NOTICE OF AN OFFER TO
PURCHASE PROPERTY
OWNED BY LEE COUNTY
BEING ADVERTISED
PURSUANT TO NCGS
§153A-176**

TAKE NOTICE that Lee County has received an offer to purchase the parcel of property located in at 1023 Osgood Road SR 1422, Lee County, NC, herein below described, for the sum of five hundred and sixty-seven dollars and thirty cents (\$567.30). The taxable value of the property is three thousand, five hundred dollars (\$3,500.00). This property is being offered for sale under the upset bid procedures prescribed in NCGS § 153A-176 and § 160A-269 and pursuant to resolution adopted by the Board of Commissioners on March 20, 2017.

Within ten (10) days hereof, any person, firm, or corporation interested in purchasing the property may raise the bid. The above referenced bid must be raised by not less than ten percent (10%) of the first \$1,000.00 and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the County Clerk five percent (5%) of the increased bid amount and shall be responsible for all advertising costs. The Clerk's office is located at 408 Summit Drive, Sanford NC. The Clerk shall readvertise the offer at the increased bid amount. This procedure will be repeated until no further qualifying upset bids are received, at which time the Lee County Board of Commissioners may accept the offer and sell the property to the highest bidder. The Board of Commissioners may, at any time, reject any and all offers. All sales are "as-is/where-is" with no warranties as to condition, habitability, or environmental matters. Title will be transferred by quitclaim deed. Balance of purchase price is due upon closing.

The Subject Property is described as follows:

Parcel located at 1023 Osgood Road SR 1422 in Lee County, NC, identified as PIN number 9665-16-1468, also being that property described in Deed Book 496 at page 306, in the Lee County Registry, subject to any and all encumbrances and liens of record.

This the 24 day of March,
2017.
Jennifer Gamble, COUNTY
CLERK

Sanford Herald
3-24-2017

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

Meeting Date: April 17, 2017

ITEM NO. IV. D.

Information + Public Hearing
 Action Item
 Consent Agenda

SUBJECT: Approve Resolution Authorizing the County of Lee in a Joint Effort with the City of Sanford to Apply for a Parks and Recreation Trust Fund Grant for Improvements to Kiwanis Family Park

DEPARTMENT: Administration, Attorney

CONTACT PERSON: Whitney Parrish

REQUEST: To Approve Resolution Authorizing the County of Lee in a Joint Effort with the City of Sanford to Apply for a Parks and Recreation Trust Fund Grant for Improvements to Kiwanis Family Park

SUMMARY: The Lee County Board of Commissioners, at its regular meeting on April 3, 2017, approved a Memorandum of Understanding with the City of Sanford outlining the details of transferring portions of Kiwanis Park to the City. The City presented a site-specific plan for the park, which includes adding new improvements, such as a splash pad, and updating existing features. The City is also applying for a Parks and Recreation Trust Fund Grant to help fund the project. Since the transfer of the land will not be completed before the application needs to be turned in, the City has requested that the County join in the application as the current owner of the land. The attached resolution outlines the intent of the County to donate the land and authorizes the Chair to sign any necessary documents and application and also demonstrates the willingness of the County and City to work together on this project.

BUDGET IMPACT: No

ATTACHMENT(S): Resolution

PUBLIC HEARING:

No

PRIOR BOARD ACTION:

On January 17, 2017, the Board of Commissioners voted to allow the City to move forward with a site specific plan at the Kiwanis Family Park and on April 3, 2017 the Board of Commissioners voted to approve a Memorandum of Understanding outlining the details of the transfer of the land to the City.

RECOMMENDATION:

To Approve Resolution Authorizing the County of Lee in a Joint Effort with the City of Sanford to Apply for a Parks and Recreation Trust Fund Grant for Improvements to Kiwanis Family Park

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

RESOLUTION AUTHORIZING THE COUNTY OF LEE IN A JOINT EFFORT WITH THE CITY OF SANFORD TO APPLY FOR A PARKS AND RECREATION TRUST FUND GRANT FOR IMPROVEMENTS TO KIWANIS FAMILY PARK

WHEREAS, Lee County owns certain parcels of land with PIN numbers of 9642-17-2197-00, 9642-17-7339-00, 9642-17-8782-00, 9642-27-1386-00, 9642-27-2369-00; and 9642-27-3029-00; and

WHEREAS, the above mentioned parcels of land comprise a portion of Kiwanis Family Park, which is currently owned and operated by Lee County; and

WHEREAS, Lee County has agreed to donate portions of the above parcels to the City of Sanford in order for the City of Sanford to expand parks and recreation for both City and County residents; and

WHEREAS, the City of Sanford and Lee County have executed a Memorandum of Understanding regarding the transfer of the property and outlining the agreement that the City will be responsible for all of the maintenance of the land and improvements once the land has been transferred; and

WHEREAS, it is the intention of the Lee County Board of Commissioners to join in the application for Parks and Recreation Trust Fund (PARTF) grant funding with the City of Sanford; and

WHEREAS, the Lee County Board of Commissioners authorize the Chair to sign the necessary documents for the PARTF grant application after review by the County Attorney.

NOW THEREFORE BE IT RESOLVED BY THE LEE COUNTY BOARD OF COMMISSIONERS THAT:

Lee County jointly with the City of Sanford, requests PARTF funding for improvements to certain parcels of land currently owned by Lee County at Kiwanis Family Park. It is the intention of Lee County to donate certain parcels to the City to construct and maintain the improvements. Lee County authorizes the Chair to execute any documents needed for the PARTF grant application once reviewed by the County Attorney.

Adopted this _____ day of April, 2017.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

Attest:

Jennifer Gamble
Clerk to the Board

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

ITEM NO. IV. E.

Meeting Date: April 17, 2017

Information
 Action Item
 Consent Agenda

SUBJECT: Colon Road Water Project Capital Project Budget Ordinance

DEPARTMENT: Finance

CONTACT PERSON: Lisa G. Minter, Assistant County Manager/Finance Director

REQUEST: Approved a Capital Project Budget Ordinance for the Colon Road Water Project

SUMMARY: In November 2016, the County approved an interlocal agreement with the City of Sanford for a loan of \$350,000 for the County to develop, design, construct, and complete waterlines in the area of Colon Road, Birchard Road, and Hawkinberry Lane. The attached ordinance establishes a capital project to account for the revenues and expenses of the project.

BUDGET IMPACT: See above

ATTACHMENT(S): Colon Road Water Project Capital Project Budget Ordinance

PUBLIC HEARING: N/A

PRIOR BOARD ACTION: See above

RECOMMENDATION: Approve the Colon Road Water Project Capital Project Budget Ordinance

COUNTY OF LEE, NORTH CAROLINA
COLON ROAD WATER PROJECT
CAPITAL PROJECT BUDGET ORDINANCE

BE IT ORDAINED by the Lee County Board of Commissioners that the following budget for the COLON ROAD WATER PROJECT is hereby approved and adopted:

Section 1: The following amounts are hereby appropriated for the Colon Road Water Project for the period April 1, 2017 to December 31, 2018, according to the following schedule and summary.

Section 2: That for said project period there is hereby appropriated the following:

REVENUE	
SOURCE	AMOUNT
Loan from City of Sanford	<u>\$ 350,000</u>
TOTAL PROJECT REVENUES	\$ 350,000
EXPENSE	
SOURCE	AMOUNT
Water Line Construction	<u>\$ 350,000</u>
TOTAL PROJECT EXPENSES	\$ 350,000

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

Section 4. Copies of this budget shall be furnished to the Finance Officer of Lee County, North Carolina, to be kept on file for direction in collection of revenue and expenditures of amounts appropriated.

Section 5. The adoption of this capital project ordinance is intended as a declaration of this unit's official intent to reimburse project expenditures from financing proceeds.

ADOPTED this 17th day of April, 2017.

Amy M. Dalrymple, Chair

Attest:

Jennifer Gamble, Clerk to the Board

LEE COUNTY

NORTH CAROLINA

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LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

Meeting Date: April 17, 2017

ITEM NO. V. A.

Information
 Action Item
 Consent Agenda

SUBJECT: Budget Amendment #04/17/17/14

DEPARTMENT: Finance

CONTACT PERSON: Lisa G. Minter, Assistant County Manager/Finance Director

REQUEST: Approval of Budget Amendment #04/17/17/14

SUMMARY: Budget Amendment #04/17/17/14 appropriates funds for the following departments:

General Services - To appropriate \$266,270 from fund balance for OT Sloan Pool upgrades (\$58,545 for filtration system, \$47,725 for heating system, \$145,000 for a bulkhead and \$15,000 for consultant fees).

BUDGET IMPACT: See above

ATTACHMENT(S): Budget Amendment #04/17/17/14

RECOMMENDATION: Approve Budget Amendment #04/17/17/14

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: JOHN A CRUMPTON, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:#04/17/17/14
 DATE: April 17, 2017

SECTION I. THE FOLLOWING GENERAL FUND (1100) *REVENUE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
General Fund Balance	1100-3990-39900	Fund Balance Appropriated	3,334,091	266,270	3,600,361
TOTAL CHANGES				266,270	

SECTION II. THE FOLLOWING GENERAL FUND (1100) *EXPENSE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
General Services	1100-4262-46200	Building Improvements	326,325	266,270	592,595
TOTAL CHANGES				266,270	

AMY M. DALRYMPLE, CHAIR

JENNIFER GAMBLE, CLERK TO THE BOARD

LEE COUNTY

NORTH CAROLINA

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LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

Meeting Date: April 17, 2017

ITEM NO. VI. A.

Information
 Action Item
 Consent Agenda

SUBJECT: March 2017 Financial Report

DEPARTMENT: Finance

CONTACT PERSON: Lisa G. Minter, Assistant County Manager/Finance Director

REQUEST: N/A – Information only

SUMMARY: Attached is the monthly financial report for March 2017. Please remember that sales tax revenues run three months behind. Tax collections through March 2017 are 1.31 percent ahead of the same period last year. Sales tax revenues through December 2016 have been posted, and we are at 51.47% of our budget figure. In reviewing expenditures, the percentage used target is 75.00%. Only a few departments are exceeding the target as of the end of March. **Governing Body, Elections, and Medical Examiner** are over the target.

Sales tax collections through January 2017 are attached. At this time, we are tracking on target with our sales tax budgets. Based on the county-wide historical analysis that is attached, overall sales tax collections are up 8.29% compared to the same period last year.

BUDGET IMPACT: N/A

ATTACHMENT(S): Monthly Financial Report for the Month Ended March 31, 2017
Sales Tax Distribution Report
Historical Sales Tax Analysis
Countywide Historical Sales Tax Analysis

PUBLIC HEARING: N/A

PRIOR BOARD ACTION: N/A

RECOMMENDATION: N/A

Lee County
Monthly Financial Report
For the Month Ended
March 31, 2017

	For the year ending June 30, 2016				For the year ending June 30, 2017			
	15-16 Budget	YTD Thru 3/31/16	March 2016	% Used	16-17 Budget	YTD Thru 3/31/17	March 2017	% Used
General Fund								
Revenues								
Ad Valorem Taxes	39,868,683	38,889,172.63	1,101,009.07	97.54%	40,240,420	39,777,651.92	770,766.43	98.85%
Local Option Sales Taxes	11,602,930	5,928,861.13	1,026,439.53	51.10%	12,812,993	6,594,917.48	1,241,222.55	51.47%
Other Taxes and Licenses	416,100	354,404.13	72,143.24	85.17%	415,500	354,130.80	73,959.41	85.23%
Unrestricted Intergovernmental	850,560	367,469.56	-	43.20%	806,995	344,002.86	-	42.63%
Restricted Intergovernmental	12,034,547	6,987,155.20	707,853.55	58.06%	10,535,301	7,210,190.58	1,072,530.78	68.44%
Permits and Fees	246,250	189,624.95	25,804.92	77.01%	253,625	101,889.05	25,377.45	40.17%
Sales and Services	2,917,563	1,928,173.31	207,221.42	66.09%	2,674,316	1,876,063.59	202,412.36	70.15%
Investment Earnings	30,000	29,994.09	18,050.82	99.98%	45,000	89,170.98	47,452.48	198.16%
Miscellaneous	358,317	248,256.32	23,381.08	69.28%	393,967	408,785.67	14,240.59	103.76%
Total Revenues	68,324,950	54,923,111.32	3,181,903.63	80.39%	68,178,117	56,756,802.93	3,447,962.05	83.25%
Expenditures								
General Government								
Governing Body	166,667	127,948.47	11,802.86	76.77%	165,630	126,966.82	14,587.76	76.66%
Administration	711,995	443,172.82	50,439.27	62.24%	723,093	452,183.65	60,423.43	62.53%
Human Resources	279,171	189,049.58	18,591.82	67.72%	289,475	195,246.20	20,570.65	67.45%
Finance	473,734	343,399.30	27,354.72	72.49%	477,170	343,166.89	41,305.69	71.92%
Internal Services	615,706	390,654.27	45,489.70	63.45%	636,354	410,516.10	44,822.09	64.51%
Tax Administration	1,463,458	1,036,958.96	97,759.05	70.86%	1,671,252	1,058,598.59	103,230.61	63.34%
Strategic Services	411,383	309,816.05	27,087.30	75.31%	404,608	300,567.78	28,227.82	74.29%
Pretrial Release	73,315	52,197.36	5,129.77	71.20%	73,360	51,670.09	5,107.60	70.43%
Court Facilities	13,952	4,359.18	560.31	31.24%	13,952	3,167.69	557.96	22.70%
Elections	448,662	197,166.49	27,324.78	43.95%	352,791	267,109.41	16,345.87	75.71%
Register of Deeds	307,623	213,411.10	21,524.18	69.37%	282,838	204,922.40	23,771.34	72.45%
IT	1,271,101	936,460.72	86,109.66	73.67%	1,454,923	982,622.48	71,462.17	67.54%
General Services	3,411,930	2,407,479.07	725,634.91	70.56%	2,827,853	1,811,635.64	211,285.47	64.06%
Total	9,648,697	6,652,073.37	1,144,808.33	68.94%	9,373,299	6,208,373.74	641,698.46	66.23%
Public Safety								
Sheriff	6,470,641	4,669,948.31	430,946.91	72.17%	6,343,813	4,615,361.87	403,602.64	72.75%
Jail	2,329,022	1,622,131.47	259,228.67	69.65%	2,381,756	1,591,200.13	244,917.15	66.81%
911 Communications	219,880	164,909.97	18,323.33	75.00%	287,415	215,561.25	23,951.25	75.00%
State Fire Control Contribution	100,194	47,576.78	4,722.12	47.48%	100,194	57,476.54	14,878.22	57.37%
Inspections	43,813	(166.97)	-	-0.38%	45,996	-	-	0.00%
Medical Examiner	32,000	24,950.00	3,750.00	77.97%	40,000	38,950.00	400.00	97.38%
Juvenile Detention	101,653	68,320.00	23,058.00	67.21%	101,000	10,052.00	770.00	9.95%
Juvenile Probation Rent	13,740	5,725.00	-	41.67%	-	-	-	N/A
Emergency Medical Services	551,250	413,437.50	45,937.50	75.00%	551,250	413,437.50	45,937.50	75.00%
Emergency Services	267,285	194,471.26	14,578.03	72.76%	238,010	137,460.58	16,554.44	57.75%
Fire Marshall	310,213	189,233.04	17,026.13	61.00%	347,824	225,983.36	18,564.47	64.97%
Total	10,439,691	7,400,536.36	817,570.69	70.89%	10,437,258	7,305,483.23	769,575.67	69.99%

Lee County
Monthly Financial Report
For the Month Ended
March 31, 2017

	For the year ending June 30, 2016			For the year ending June 30, 2017				
	15-16 Budget	YTD Thru 3/31/16	March 2016	% Used	16-17 Budget	YTD Thru 3/31/17	March 2017	% Used
Economic/Physical Development								
Airport	97,442	69,323.25	6,926.70	71.14%	175,000	175,000.00	-	100.00%
Planning	427,473	318,316.85	-	74.46%	378,891	284,168.25	-	75.00%
Economic Development	429,187	167,500.00	-	39.03%	807,433	599,497.05	430,240.72	74.25%
Cooperative Extension	216,458	103,576.89	11,929.71	47.85%	227,514	123,889.97	16,103.77	54.45%
Conservation	113,670	80,844.99	8,180.42	71.12%	114,532	81,837.11	9,076.06	71.45%
Total	1,284,230	739,561.98	27,036.83	57.59%	1,703,370	1,264,392.38	455,420.55	74.23%
Health and Welfare								
Health Department	3,409,309	2,148,411.45	229,921.79	63.02%	3,295,312	2,153,908.71	227,810.47	65.36%
Mental Health	240,000	180,000.00	20,000.00	75.00%	240,000	180,000.00	20,000.00	75.00%
Social Services-Admin	6,980,351	4,907,275.03	509,026.47	70.30%	6,966,333	4,834,199.82	494,598.05	69.39%
Social Services-Programs	3,603,971	2,123,331.70	254,920.03	58.92%	3,592,054	2,188,148.01	297,829.95	60.92%
Human Services Nonprofits	35,500	25,874.91	2,874.99	72.89%	34,000	25,500.06	2,833.34	75.00%
Senior Services - Transportation	1,152,396	860,556.79	199,032.96	74.68%	915,231	538,632.10	51,145.44	58.85%
Senior Services - General	1,005,086	680,501.24	70,244.78	67.71%	997,899	658,823.33	67,477.56	66.02%
Youth Services	11	10.31	-	N/A	-	-	-	N/A
Hillcrest	-	2.45	-	N/A	-	-	-	N/A
JCPC	161,771	115,818.93	13,622.63	71.59%	163,924	118,799.00	13,806.62	72.47%
Emergency and Contingency	4,871	-	-	0.00%	65,000	-	-	0.00%
Total	16,593,266	11,041,782.81	1,299,643.65	66.54%	16,269,753	10,698,011.03	1,175,501.43	65.75%
Education								
School Current Expense	16,312,278	12,234,208.50	1,359,356.50	75.00%	16,904,278	12,688,708.47	1,405,189.83	75.06%
School Capital Outlay	3,184,855	1,600,158.20	111,453.75	50.24%	2,032,555	1,336,436.78	112,292.17	65.75%
CCCC Current Expense & Civic Ctr.	2,616,048	1,924,535.97	213,837.33	73.57%	2,664,500	1,998,375.03	222,041.67	75.00%
CCCC Capital Outlay	75,000	56,250.00	6,250.00	75.00%	201,000	150,750.00	16,750.00	75.00%
Total	22,188,181	15,815,152.67	1,690,897.58	71.28%	21,802,333	16,174,270.28	1,756,273.67	74.19%
Cultural and Recreational								
Libraries	705,342	508,958.61	67,062.88	72.16%	674,038	445,186.00	48,240.05	66.05%
Parks and Recreation	1,694,204	948,866.80	127,944.43	56.01%	1,646,152	963,874.96	167,753.78	58.55%
Nonprofits	7,000	5,250.06	583.34	75.00%	7,000	5,250.06	583.34	75.00%
Total	2,406,546	1,463,075.47	195,590.65	60.80%	2,327,190	1,414,311.02	216,577.17	60.77%
Debt Service	7,955,506	4,061,867.75	2,181,542.86	51.06%	7,585,577	3,172,913.15	1,855,841.70	41.83%
Total Expenditures	70,516,117	47,174,050.41	7,357,090.59	66.90%	69,498,780	46,237,754.83	6,870,888.65	66.53%
Revenues Over (Under) Expenditures	(2,191,167)	7,749,060.91	(4,175,186.96)	N/A	(1,320,663)	10,519,048.10	(3,422,926.60)	N/A

Lee County
 Monthly Financial Report
 For the Month Ended
 March 31, 2017

	For the year ending June 30, 2016				For the year ending June 30, 2017			
	15-16 Budget	YTD Thru 3/31/16	March 2016	% Used	16-17 Budget	YTD Thru 3/31/17	March 2017	% Used
Other Financing Sources (Uses):								
Transfers From Other Funds	1,012,679	308,917.00	-	30.50%	328,844	-	-	0.00%
Transfers to Other Funds	(1,684,228)	-	-	0.00%	(2,342,272)	-	-	0.00%
Total Other Financing Sources (Uses)	(671,549)	308,917.00	-	-46.00%	(2,013,428)	-	-	0.00%
Revenues and Other Financing Sources								
Over (Under) Expenditures and Other Financing (Uses)	(2,862,716)	8,057,977.91	(4,175,186.96)	-281.48%	(3,334,091)	10,519,048.10	(3,422,926.60)	-315.50%
Appropriated Fund Balance	2,862,716	-	-	0.00%	3,334,091	-	-	0.00%
Revenues, Other Financing Sources and Appropriated Fund Balance Over (Under) Expenditures and Other Financing Uses	-	8,057,977.91	(4,175,186.96)	N/A	-	10,519,048.10	(3,422,926.60)	N/A

Lee County
Sales Tax Distribution
2016-2017

Date	For the Month of	Total Distribution	Article 39		Article 40		Article 42		Article 44		Article 46
			Total	Co. (70%)	Sch (30%)	Total	Co. (40%)	Sch (60%)	Art. 44 *524		
Jul-16		1,024,508.32	402,806.10	163,173.81	69,931.63	227,872.86	91,149.14	136,723.72	364.23	19,206.96	141,152.73
Aug-16		1,069,883.33	416,848.26	172,906.39	74,102.74	237,182.18	94,872.87	142,309.31	58.51	19,206.96	149,578.29
Sep-16		1,083,237.34	433,251.26	165,306.11	70,845.47	241,658.82	96,663.53	144,995.29	152.51	19,206.96	152,816.21
1st qtr totals		3,177,628.99	1,252,905.62	501,386.31	214,879.85	706,713.86	282,685.54	424,028.32	575.25	57,620.88	443,547.23
Oct-16		1,063,652.29	424,765.33	163,064.48	69,884.78	237,923.22	95,169.29	142,753.93	14.48	19,206.96	148,793.05
Nov-16		1,112,413.65	438,645.00	174,688.02	74,866.30	248,232.50	99,293.00	148,939.50	0.38	19,201.18	156,780.27
Dec-16		1,241,222.55	485,486.82	199,867.47	85,657.49	276,951.47	110,780.59	166,170.88	13.27	19,201.18	174,044.85
2nd qtr totals		3,417,288.49	1,348,897.15	537,619.97	230,408.56	763,107.19	305,242.88	457,864.31	28.13	57,609.32	479,618.17
Jan-17		994,306.84	408,168.75	142,959.26	61,268.25	223,010.12	89,204.05	133,806.07	1.44	19,201.18	139,697.84
Feb-17											
Mar-17											
3rd qtr totals		994,306.84	408,168.75	142,959.26	61,268.25	223,010.12	89,204.05	133,806.07	1.44		139,697.84
Apr-17											
May-17											
Jun-17											
4th qtr totals		-	-	-	-	-	-	-	-	-	-
Grand total		7,589,224.32	3,009,971.52	1,181,965.53	506,556.66	1,692,831.17	677,132.47	1,015,698.70	604.82	115,230.20	1,062,863.24
Budget		4,946,998.00	2,968,182.00	2,077,728.00	890,454.00	2,851,782.00	1,140,713.00	1,711,069.00	-	299,350.00	1,746,681.00
% of budget received			60.84%	56.89%	56.89%	59.36%	59.36%	59.36%		38.49%	60.85%

HISTORICAL ANALYSIS OF SALES TAX RECEIVED
Based on actual monthly distributions

ARTICLE 39

Population	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total	Period % change
FY 16-17	478,761.95	498,999.97	508,612.09	499,035.31	520,210.40	580,084.10	469,879.41	462,009.05	539,114.62	502,285.99	518,603.29	534,492.78	3,555,583.23	8.64%
FY 15-16	465,259.08	470,623.97	458,109.37	475,089.40	475,500.80	483,119.40	445,072.61	435,287.37	448,226.83	475,565.07	477,470.61	498,035.37	5,829,280.36	6.94%
FY 14-15	429,302.83	417,505.46	433,581.95	397,178.96	470,844.04	557,555.57	410,327.35	410,925.03	415,134.15	451,510.39	470,537.12	474,093.44	5,450,881.31	4.99%
FY 13-14	400,368.31	441,107.55	388,259.09	417,739.52	443,284.86	483,573.68	385,160.28	393,435.72	413,962.54	418,493.31	454,410.74	479,948.49	5,013,344.68	12.86%
FY 12-13	358,208.34	376,813.94	376,209.55	360,718.99	375,443.30	385,222.34	350,932.73	394,914.26	422,448.32	297,237.40	455,231.11	446,625.97	4,600,006.25	2.29%
FY 11-12	364,518.30	359,717.23	356,500.09	363,243.56	380,269.57	433,052.89	276,848.75	389,011.47	412,299.70	376,408.55	382,174.47	402,999.98	4,497,044.56	

ARTICLES 40 & 42

FY 16-17	460,978.30	484,191.31	477,810.40	470,872.47	497,786.82	562,476.43	427,237.63	426,059.30	510,177.99	487,813.97	493,931.86	523,701.55	3,381,353.36	6.92%
FY 15-16	466,881.30	445,744.26	446,455.17	439,688.90	451,935.72	504,219.69	407,565.16	406,757.64	424,685.78	453,090.59	464,751.71	492,934.92	5,604,174.87	5.27%
FY 14-15	431,269.14	427,263.94	423,446.27	416,649.15	446,206.02	535,779.10	400,333.33	393,435.72	413,962.54	418,493.31	454,410.74	479,948.49	5,013,344.68	6.18%
FY 13-14	402,646.16	417,774.34	393,089.15	376,277.66	426,467.20	476,486.27	360,353.10	367,963.33	387,527.23	342,015.10	431,591.71	445,396.98	4,410,825.30	13.66%
FY 12-13	352,094.18	357,550.03	345,418.63	332,925.02	358,084.28	371,346.76	318,911.05	358,061.90	380,029.34	336,160.04	368,042.64	393,707.79	4,229,003.40	4.30%
FY 11-12	345,227.87	342,447.63	336,746.62	322,274.36	350,645.51	415,501.62	280,158.08							

ARTICLE 44

FY 16-17	19,571.19	19,265.47	19,359.47	19,221.44	19,201.56	19,214.45	19,202.62	153.30	275.86	44.31	82.70	19,267.86	135,036.20	
FY 15-16	3.14	8.31	167.07	1.82	56.20	80.34	113.05	(662.51)	18.11	116.77	33.51	95.08	20,253.96	
FY 14-15	192.39	112.85	80.16	(249.79)	37.51	35.64	38.83						(161.45)	
FY 13-14	66.60	50.01	77.78	99.52	73.90	235.15	205.21	674.73	167.96	839.71	0.63	2,652.51	5,233.71	
FY 12-13	(634.83)	1,424.73	1,058.22	234.92	141.46	152.99	(25.99)	6,171.67	131.56	141.04	338.38	61.76	9,195.97	
FY 11-12	40.01	270.38	131.14	(2,692.90)	39.61	(729.45)	248.91	298.10	(9.76)	214.13	168.92	(3.98)	(2,024.89)	

ARTICLE 46

FY 16-17	141,152.73	149,578.29	152,816.21	148,793.05	156,780.27	174,044.85	139,697.84	133,843.98	162,802.67	147,095.84	151,135.66	161,899.68	141,152.73	11.31%
FY 15-16	137,434.68	135,362.20	135,294.78	139,853.57	139,515.62	140,169.80	127,237.32	122,666.95	127,893.13	137,380.67	137,556.26	146,946.08	1,711,649.81	10.19%
FY 14-15	122,047.40	116,047.51	124,083.08	110,797.71	133,766.02	161,320.16	113,075.29	113,268.27	112,619.75	127,126.09	134,473.38	134,151.34	1,553,572.26	7.14%
FY 13-14	111,509.99	122,621.52	105,729.88	118,833.94	123,682.86	140,287.92	105,673.29	113,268.27	112,619.75	127,126.09	134,473.38	134,151.34	1,449,984.23	1.74%
FY 12-13	112,209.67	121,853.30	116,982.37	115,284.21	123,047.73	139,791.47	111,487.86	119,510.09	134,720.91	77,281.45	129,453.14	123,541.55	1,425,163.75	-1.01%
FY 11-12	117,699.19	113,107.09	120,699.74	114,361.99	124,348.84	139,111.36	84,992.87	125,604.67	134,551.33	119,552.68	122,909.15	122,725.22	1,439,664.13	

CITY HOLD HARMLESS

FY 16-17	(75,955.85)	(82,151.71)	(75,360.83)	(74,269.98)	(81,565.40)	(94,597.28)	(61,710.66)	(65,056.91)	(83,452.31)	(84,960.80)	(77,337.98)	(90,032.44)	(545,611.71)	0.55%
FY 15-16	(86,904.69)	(72,675.37)	(78,202.56)	(67,806.98)	(74,974.17)	(101,149.70)	(60,929.51)	(59,080.79)	(63,472.47)	(68,982.76)	(80,511.41)	(89,187.81)	(943,483.42)	8.76%
FY 14-15	(73,342.36)	(75,031.46)	(67,451.92)	(76,968.31)	(66,610.69)	(83,041.27)	(63,803.99)	(58,596.38)	(64,923.66)	(55,636.38)	(71,145.03)	(82,837.75)	(867,485.24)	12.07%
FY 13-14	(64,607.71)	(58,109.36)	(63,582.88)	(46,298.85)	(62,106.80)	(70,113.63)	(48,850.17)	(56,797.97)	(71,453.58)	(67,961.64)	(61,509.81)	(69,545.70)	(745,010.01)	-15.03%
FY 12-13	(82,891.24)	(78,200.12)	(69,242.25)	(79,279.06)	(83,624.52)	(82,245.81)	(76,873.64)	(77,453.58)	(77,453.58)	(67,961.64)	(61,509.81)	(69,545.70)	(876,783.51)	-3.59%
FY 11-12	(75,911.50)	(75,636.13)	(73,379.12)	(58,886.85)	(72,439.87)	(93,868.17)	(70,325.52)	(73,470.16)	(77,770.62)	(62,957.03)	(83,122.72)	(91,589.74)	(909,357.43)	

TOTAL

FY 16-17	1,024,508.32	1,069,863.33	1,083,237.34	1,063,652.29	1,112,413.65	1,241,222.55	994,306.84	957,008.72	1,128,918.83	1,052,279.31	1,086,419.53	1,149,329.43	7,589,224.32	10.83%
FY 15-16	982,673.52	979,063.37	961,823.83	986,826.71	992,034.17	1,026,439.53	919,058.63	904,968.66	937,341.38	997,170.34	999,302.68	1,048,823.64	12,221,875.58	6.65%
FY 14-15	903,469.40	885,898.30	913,739.44	847,607.72	984,242.90	1,171,649.20	859,970.81	861,595.78	876,960.74	942,333.12	988,282.84	1,008,008.03	11,460,184.47	4.99%
FY 13-14	848,983.35	923,444.04	823,573.02	866,651.79	931,402.22	1,040,469.39	802,541.71	861,595.78	876,960.74	942,333.12	988,282.84	1,008,008.03	10,915,246.03	14.08%
FY 12-13	738,986.12	779,441.88	770,426.52	741,220.00	777,437.71	812,888.04	719,059.90	811,685.71	867,392.44	648,713.35	955,104.53	946,080.56	9,566,437.76	3.39%
FY 11-12	751,573.87	739,906.20	740,698.47	738,300.16	782,863.66	893,068.25	571,923.09	799,505.98	849,099.99	769,378.37	790,172.46	827,839.27	9,254,329.77	

COUNTY-WIDE
HISTORICAL ANALYSIS OF SALES TAX RECEIVED
Based on actual monthly distributions

ARTICLE 39

Population	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total	Period % change
FY 16-17	649,437.73	676,890.47	689,929.27	676,938.43	705,662.31	786,880.62	637,388.62	637,859.53	744,313.11	693,466.72	703,482.32	725,036.27	4,823,127.46	6.74%
FY 15-16	642,346.59	649,753.46	632,475.54	655,918.52	656,486.62	667,004.92	614,476.71	637,859.53	744,313.11	693,466.72	703,482.32	725,036.27	8,022,620.21	8.25%
FY 14-15	578,980.45	563,069.89	584,751.37	535,656.50	635,005.12	751,948.86	553,389.11	587,051.52	604,502.36	641,372.16	667,598.23	687,598.23	7,410,923.80	7.16%
FY 13-14	531,829.48	585,945.48	515,744.20	554,904.54	588,837.71	655,638.90	511,627.89	545,852.52	551,443.70	599,764.09	634,591.19	639,387.43	6,915,567.13	3.01%
FY 12-13	539,511.98	567,418.24	566,508.12	543,181.95	565,354.29	580,079.87	528,445.50	594,674.27	636,135.93	394,002.26	604,706.51	593,275.87	6,713,294.79	-0.88%
FY 11-12	549,015.67	541,784.59	536,939.12	547,095.74	572,739.30	652,238.38	416,973.03	565,905.83	620,981.16	566,924.07	575,608.34	606,974.48	6,773,179.71	

ARTICLES 40 & 42

FY 16-17	625,314.32	656,802.63	648,146.97	638,735.69	675,244.84	762,995.92	579,545.30	588,226.52	704,362.58	673,486.34	670,015.67	710,398.03	4,586,785.67	5.05%
FY 15-16	644,586.25	615,404.01	616,385.50	607,043.84	623,952.08	696,136.42	562,693.13	588,226.52	704,362.58	673,486.34	670,015.67	710,398.03	7,712,690.35	6.40%
FY 14-15	581,632.32	576,230.68	571,081.99	562,184.77	601,777.00	722,579.95	539,910.66	548,574.82	572,753.66	611,061.87	660,556.44	680,556.44	7,248,900.60	8.54%
FY 13-14	534,855.27	554,950.78	522,160.20	499,828.65	566,497.96	632,940.82	478,675.25	522,620.57	549,887.39	555,905.84	612,842.30	647,283.87	6,678,448.90	3.95%
FY 12-13	530,303.20	538,410.03	520,142.20	501,330.43	539,214.54	559,185.59	480,226.25	554,090.72	563,550.84	453,357.23	573,305.09	591,643.34	6,424,759.26	0.87%
FY 11-12	519,961.59	515,774.15	507,187.64	485,990.36	528,121.29	625,803.70	421,957.36	539,291.44	572,377.47	506,304.15	554,323.83	592,979.14	6,369,472.12	

ARTICLE 44

FY 16-17	26,548.20	26,133.50	26,251.00	26,073.77	26,046.80	26,064.30	26,048.24	211.66	380.86	61.17	112.17	26,136.74	183,175.81	
FY 15-16	4.34	11.47	230.67	2.51	77.59	110.92	156.07	211.66	380.86	61.17	112.17	26,136.74	27,496.17	
FY 14-15	266.46	152.19	108.11	(336.88)	50.59	48.07	52.37	(693.50)	24.42	157.48	131.27	131.27	(108.15)	
FY 13-14	88.46	66.43	103.32	132.19	98.16	312.36	272.59	1,015.83	223.12	1,115.43	0.86	3,577.31	7,006.06	
FY 12-13	(956.15)	2,145.41	1,593.51	353.75	213.02	230.37	(39.05)	9,293.49	198.10	186.96	449.49	82.04	13,760.94	
FY 11-12	60.26	407.24	197.52	(4,055.88)	59.65	(1,098.65)	374.89	448.97	(14.70)	322.52	254.41	(5.99)	(3,049.76)	

ARTICLE 46

FY 16-17	141,152.73	149,578.29	152,816.21	148,793.05	156,780.27	174,044.85	139,697.84	133,843.98	162,802.67	147,095.84	151,139.66	161,899.68	1,062,863.24	11.31%
FY 15-16	137,434.69	135,362.20	135,294.78	139,853.57	139,515.62	140,169.80	127,237.32	133,843.98	162,802.67	147,095.84	151,139.66	161,899.68	1,711,649.81	10.18%
FY 14-15	122,047.40	116,047.51	124,083.08	110,797.71	133,766.02	161,320.16	113,075.29	122,866.95	127,883.13	137,380.67	137,558.26	146,946.08	1,553,572.26	7.14%
FY 13-14	111,509.99	122,621.52	105,729.88	118,833.94	123,682.86	140,287.92	105,673.29	113,268.27	112,619.75	127,126.09	134,479.38	134,151.34	1,449,984.23	1.74%
FY 12-13	112,209.67	121,853.30	116,982.37	115,284.21	123,047.73	139,791.47	111,487.86	119,510.09	134,720.91	77,281.45	129,453.14	123,541.55	1,425,163.75	-1.01%
FY 11-12	117,699.19	113,107.09	120,699.74	114,361.99	124,348.84	139,111.36	84,992.87	125,604.67	134,551.33	119,555.68	122,909.15	122,725.22	1,439,664.13	

TOTAL

FY 16-17	1,442,452.98	1,509,404.89	1,517,153.45	1,490,540.94	1,563,734.22	1,749,985.69	1,382,680.00	1,360,141.69	1,611,859.22	1,514,110.07	1,524,749.82	1,623,470.72	10,655,952.17	8.29%
FY 15-16	1,424,371.87	1,400,531.14	1,384,386.49	1,402,818.44	1,420,031.79	1,503,422.06	1,304,563.23	1,360,141.69	1,611,859.22	1,514,110.07	1,524,749.82	1,623,470.72	17,474,456.54	7.78%
FY 14-15	1,282,926.63	1,255,500.27	1,280,024.55	1,208,302.10	1,370,598.73	1,635,897.04	1,206,427.43	1,257,399.79	1,305,163.57	1,389,972.18	1,505,844.20	1,515,232.02	16,213,288.51	7.72%
FY 13-14	1,178,283.20	1,263,584.21	1,143,737.60	1,173,699.32	1,279,116.69	1,429,180.00	1,096,249.02	1,182,757.19	1,214,173.96	1,283,911.45	1,381,913.73	1,424,399.95	15,051,006.32	3.25%
FY 12-13	1,181,068.70	1,229,826.98	1,205,226.20	1,160,150.94	1,227,829.58	1,279,287.30	1,120,120.56	1,277,568.57	1,354,605.58	924,827.90	1,307,914.23	1,308,542.80	14,576,988.74	-0.02%
FY 11-12	1,186,736.71	1,171,073.07	1,185,024.02	1,142,792.21	1,225,269.08	1,416,054.79	924,298.15	1,251,250.91	1,327,895.26	1,193,103.42	1,253,095.73	1,322,672.85	14,579,266.20	

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

ITEM NO. VI. B.

Meeting Date: April 17, 2017

Information
 Action Item
 Consent Agenda

SUBJECT: County Manager's Monthly Report for April 2017.

DEPARTMENT: Administration

CONTACT PERSON: John Crumpton, County Manager

REQUEST: County Manager's Monthly Report for April 2017

SUMMARY: The County Manager has provided his monthly report for the month of April 2017.

BUDGET IMPACT: N/A

ATTACHMENT(S):

- 1) Monthly Report
- 2) Update from the Joint Interlocal Meeting on 4/10/17
- 3) Building Inspections/Permits Report for March 2017
- 4) Monthly Tax Collections Report for March 2017
- 5) TRC Monthly Report for March 2017
- 6) Fayetteville Observer Article – Judge Halts Excavation at Coal Ash Storage Sites in Chatham and Lee Counties
- 7) The Rant – Buggy Building earns N.C. Main Street award for best 'reuse' project

PUBLIC HEARING: N/A

PRIOR BOARD ACTION: N/A

RECOMMENDATION: N/A - Information Only

County Manager's Report – April 17, 2017

Ongoing Projects

San Lee Park – We have had several meetings with our contractor, CSI, and our architect, HH and Architecture concerning the project. The main issue is why the project has gotten behind and if we can get back on schedule for a June 1 completion. The bottom line is the project will be delayed for up to 45 days. The manufacturer is no longer making the HVAC system that was designed for the building. This has required the architect and their mechanical engineer to develop a new solution. This has been done and the contractor has ordered the equipment and material. However, the delay has put the project behind. The interior walls cannot be completed until the HVAC system is in place. This will change the completion date sometime the first two weeks of July. Staff continues to work on other areas of the park and all programs will go on as planned this summer.

Old Bowling Alley & Historic Courthouse – General Services is in the final phases of completion of this project. We should complete this work in early June. We hope to have Adult Probation in the facility by the start of the new fiscal year. In another development, the Register of Deeds has offered to consider moving into the remaining space in the old bowling alley. There is approximately 4200 square feet of space this office could use. The main issue is building a vault with the building. If this move could occur, the space that will be opened up in the new courthouse would offer the Clerk of Court and District Attorney the additional space they are have asked the commissioners to consider. This will leave the first floor of the Historic Courthouse available for use. Due to the significant changes that will be occurring, I believe we need to hire an architect to develop plans for these three areas. This request will be part of the upcoming budget process.

OT Sloan Pool – We are quickly moving forward with getting the pool open for the upcoming summer season. Painting of the pools began on Thursday April 13. The new filtration tanks and heaters should be ready for installation around May 1.

Colon Road Water – The Contract has been signed with McGill and associates. They have begun the survey of property owners in the area. We are working on a solid time line for this project. We hope to present this to the Commissioners at our May 1 meeting.

Other Items

Inter-local Government Committee Meeting – The quarterly Inter-local Government Committee Meeting was held on Monday April 10 in the Gordon Wicker Room. Representatives from the City of Sanford, Town of Broadway and Lee County attended.

A copy of the agenda is attached. In addition, the committee discussed the issue of pet licensing with Health Director Heath Cain. This item was not on the agenda, but was an item the City was going to discuss at their Tuesday April 11 workshop meeting. Attached you will find several reports that Mr. Cain handed out at the meeting concerning animal adoption at the shelter. In addition, please find information that Marshall Downey handed out in regards to transportation projects in Lee County.

FY 2017-18 Fiscal Year Budget Development – All department and outside agency requests have been reviewed, except for the Board of Education request. The BOE has until May 15 to submit their request. Until we get this request, the manager's recommended budget cannot be presented to the Commissioners. This is why I have proposed a budget meeting on Monday May 22. This will give me the opportunity to present the budget to the commissioners and have the first workshop on the budget. Based on significant changes to their budgets, I am recommending that the Board meet with CCCC, DSS, and Parks and Recreation at a minimum.

Reports

Building Inspections Report – Please find attached the March Building Inspections Report.

Community Development/Activity Summary – The March report is attached.

Tax Report – Please find attached the Tax Collection Summary Report for March.

Upcoming Meetings/Events:

April 20 – NCACC District Meeting – Sanford, NC – 5:30 pm.

May 1 – Commissioners Regular Monthly Meeting - 6:00 pm.

May 10 – NCACC Legislative Day – Raleigh, NC – All Day.

May 15 – Commissioners Regular Monthly Meeting – 6:00 pm.

May 22 - Budget Meeting – 6:00 pm

LEE COUNTY

Committed Today for a Better Tomorrow

STATE OF NORTH CAROLINA)
)
COUNTY OF LEE)


PUBLIC NOTICE

NOTICE IS HEREBY given that 3 members from the Lee County Board of Commissioners, 3 members from the Sanford City Council, the Broadway Town Manager and Broadway Mayor, along with the County Manager, City Manager, and selected staff, will meet on Monday, April 10, 2017, to discuss the following matters:

- Kiwanis Family Park Project,
- Colon Road Water Lines,
- Kelly Drive,
- Roadside Trash Dumping,
- Vacant Lots – Grass/Litter,
- Discussion on Sanford – Lee County Homelessness Project,
- Creation and Set-Up of the Lee County Transportation Committee,
- Any other items that might come before the committee.

The meeting will begin at 11:00 a.m. and be held in the Gordon Wicker Room, Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina.

Dated this 5th day of April 2017.



Jennifer Gamble, Clerk
Lee County Board of Commissioners

Jurisdiction	Sterilized Dogs	Unsterilized Dogs	Sterilized Cats	Unsterilized Cats	Notes
Alamance Co.	N/A	N/A	N/A	N/A	
Ashe Co.	Lifetime Tax Tag \$10.00	Lifetime Tax Tag \$10.00	Lifetime Tax Tag \$10.00	Lifetime Tax Tag \$10.00	
Avery Co.	N/A	N/A	N/A	N/A	
Buncombe Co.	N/A	N/A	N/A	N/A	There is a fee for not having your animal spayed or neutered if the animal is over 6 months old.
Burke Co.	N/A	N/A	N/A	N/A	Just need rabies vaccination.
Cabarrus Co.	N/A	N/A	N/A	N/A	
Caldwell Co.	N/A	N/A	N/A	N/A	Just need rabies vaccination.
Carboro (Orange Co. + Town Fee)	\$ 13.00	\$ 50.00	\$ 13.00	\$ 40.00	
Chapel Hill (Orange Co. + Town Fee)	\$ 13.00	\$ 35.00	\$ 13.00	\$ 35.00	
Chapel Hill Annex w/ Durham County (No Orange County Base)	\$ 3.00	\$ 5.00	\$ 3.00	\$ 5.00	
Chatham Co.	N/A	N/A	N/A	N/A	



Cumberland Co.	\$	7.00	\$	25.00	\$	7.00	\$	25.00	No Cost for seeing eye/aid dogs
									No cost for residents 65+ up to 3 pets
									\$100 for 5-15 dogs for hunters and \$150 for 16+
									\$100 per breeding pair of cats/dogs for breeders
Dare Co.		\$10.00		\$25.00		N/A		N/A	Do not have pet licenses for cats.
Forsyth Co.	\$	5.00	\$	25.00		5.00	\$	25.00	Fee is annual
Gaston Co.	\$	10.00	\$	35.00		10.00	\$	35.00	Three year license for sterilized is \$25
Graham Co.		N/A		N/A		N/A		N/A	
Halifax Co.		N/A		N/A		N/A		N/A	Only have adoption fees.
Harnett Co.		N/A		N/A		N/A		N/A	Only charge for Rabies Shot.
Hoke Co.		N/A		N/A		N/A		N/A	
Jackson Co.		N/A		N/A		N/A		N/A	
Lincoln Co.		N/A		N/A		N/A		N/A	Just pay for vaccination costs.
Martin Co.		N/A		N/A		N/A		N/A	
McDowell Co.		N/A		N/A		N/A		N/A	

Mecklenburg \$ (Charlotte, Pineville, Mint Hill and unincorporated areas)	10.00 \$	30.00 \$	10.00 \$	30.00	\$25 for three year license for sterilized pets.
					Senior Citizens get free pet license if they are spayed/neutered
					Disabled owners with support dogs may obtain free license
					Show animals may receive license for \$10 if proof of adequate participation in shows
Mitchell Co.	N/A	N/A	N/A	N/A	
Moore Co.	N/A	N/A	N/A	N/A	Spoke with Animal Operations and they notified me animal license fees will be coming soon.
New Hanover Co. \$	10.00 \$	20.00 \$	10.00 \$	20.00	Three year registration costs \$25 for sterilized and \$50 for nonsterilized. Special registrations range from \$45 \$100
Orange Co. \$ Unincorporated areas	10.00 \$	30.00 \$	10.00 \$	30.00	
Pender Co.	N/A	N/A	N/A	N/A	

Pitt Co. \$	10.00 \$	20.00	3 year dog licenses available \$25 for Altered \$50 for Unaltered
Randolph Co. Rutherford Co. Town of Cary \$	N/A N/A 10.00 \$	N/A N/A 50.00 \$	Range of special licenses exist for breeders, hunters, etc. http://www.pittcountync.gov/depts/amcontrol/documents/AnimalControlFees.pdf Just need rabies vaccination. These are one-time costs for pet tags and there is also a \$20 penalty for not displaying a pet tag
Town of Matthews \$	10.00 \$	30.00 \$	Failure to license animal could result in \$50 citation/animal
Wilson Co. \$	10.00 \$	20.00 \$	If less than one year of age, fee is \$10 for all cats/dogs
			3 Year license is available for cats and dogs > 1 year of age (\$25 for altered and \$50 for unaltered)
			Spayed/Neutered handicap helper dogs--license fee is waived
Average	\$9.36	\$28.57 \$	28.75

Adoption Rates by County 2016

County	Adoption Rate	County	Adoption Rate
Columbus	94%	Nash	44%
Rowan	80%	Greene	43%
Avery	79%	Chatham	42%
Watauga	79%	Cleveland*	42%
Lee	76%	Stokes	42%
Bladen	75%	Iredell	41%
Haywood	73%	Catawba	41%
Vance	72%	Brunswick	40%
Harnett	71%	Yadkin	40%
Lincoln	71%	Guilford	39%
Currituck	69%	Durham*	37%
Madison	68%	Person	36%
Orange*	66%	Chowan	35%
Beaufort	65%	Mecklenburg*	35%
McDowell	63%	Burke	34%
Wake	63%	New Hanover*	33%
Swain	60%	Pitt*	33%
Moore	59%	Transylvania	33%
Gaston*	58%	Rockingham	32%
Warren	58%	Wilkes	32%
Buncombe	57%	Johnston	31%
Anson	56%	Montgomery	30%
Polk	56%	Macon	29%
Alamance	54%	Forsyth*	25%
Lenoir	54%	Cumberland*	25%
Scotland	53%	Pasquotank	25%
Duplin	52%	Martin	21%
Dare*	51%	Randolph	21%
Pender	51%	Union	20%
Caswell	49%	Richmond	18%
Granville	49%	Davidson	17%
Wilson*	49%	Halifax	15%
Franklin	48%	Bertie	12%
Onslow	48%	Stanly	9%
Wayne	48%	Tyrrell	8%
Edgecombe	46%	Robeson	6%
Henderson	44%	Surry	6%
Carteret	44%		

Source: <http://ncagr.gov/vet/aws/Fix/documents/2016AnimalShelterReportPDF3-9-17.pdf>

*Existing Pet License Fee

Update on STIP projects April 10, 2017

Roadway/Segment	Description and est. cost	APPROVED STIP		DRAFT STIP	
		R-O-W	Const.	R-O-W	Const.
Highway Projects					
NC 42 and SR 1579 (Broadway Rd/Main St), from US 421 (Horner Blvd) in Sanford to SR 1538 (Harrington Ave) in Broadway.	Widen to multi-lanes. \$29.5 million.	2018	2020	2018	2020
US 1/15/501, from south of NC 78 (Tramway Rd) to Pendergrass Rd in Sanford.	Convert at-grade intersection to grade separation and relocate NC 78 to tie into interchange. \$33.0 million.	2020	2020	2020	2020
SR 1237 (Carthage St), from SR 1152 (Fire Tower Rd) to NC 42 (Wicker St) in Sanford.	Widen roadway. \$13.3 million.	2020	2022	2020	2022
US 421 Business/NC 87 (Horner Blvd), from US 1/15/501 to north of SR 1514 (Bragg St) in Sanford.	Reconstruct as a complete street with improvements such as medians, sidewalks, bicycle facilities, and streetscaping. \$32.3 million.	2021	2023	2021	2023
US 1/15/501, from US 15/501 (White Hill Rd) to SR 1334 (Pendergrass Rd) in Sanford.	Upgrade to superstreet. \$38.5 million.	<i>Study Only</i>		2023	2026
Non-Highway (Bike/Ped) projects					
US 1 Business (Carthage St), from NC 42 (Wicker St) to Chatham St in Sanford.	Reduce number of lanes and construct bicycle/pedestrian accommodations. \$1.9 million.	<i>Not in STIP</i>		2020	2021
NC 42 (Wicker St), from West Lee Middle School entrance to Kiwanis Family Park Greenway in Sanford.	Construct multi-use path. \$0.5 million.	-	2018	-	2018
SR 1107 (Fields Dr), from SR 1237 (Carthage St) to US 421 Business (Horner Blvd) in Sanford.	Construct sidewalk. \$0.9 million.	<i>Not in STIP</i>		2021	2022
SR 1579 (S Main St), from SR 1531 (Mansfield Dr) to end of existing sidewalk in Broadway.	Construct sidewalk. \$0.1 million.	<i>Not in STIP</i>		-	2020
Woodland Av, from Evergreen Ln to Globe St in Sanford.	Construct sidewalk. \$0.7 million.	<i>Not in STIP</i>		2022	2023

Lee County Working Project List for STI Prioritization 5.0						
Highway	From	To	Description	Type	Comment	
Commerce Drive Extension	87	Lee Avenue	Extension and Improvements to Existing	Division	Pre-submitted for 5.0, scoring available Apr. 24	
Tramway Road (HWY 78)	US1	Lemon Springs	Widening	Regional	Submitted in P.4 and scored OK	
Jonesboro Bypass	Tramway/Lemon Springs	Wilson Rd.	Widening	Division	Pre-submitted for 5.0, scoring available Apr. 24	
Wilson Road	Horne Blvd.	Industrial Dr.	Widening	Division	Pre-submitted for 5.0, scoring available Apr. 24	
Kelly Drive	Nash St.				Submitted in P.4 and did not score well; Pre-submitted for 5.0, scoring available Apr. 24, New estimate \$3.55 Million	
New access road to airport from Farrell road	Farrell Rd.	Raleigh Executive Jetport	Realignment	Division	Suggested by RTCC to combine with Road Sullivan Rd Bridge Widening	
Widen Rod Sullivan Road bridge across CSX railroad into airport				Division	Suggested by RTCC to combine with new access rd to airport from Farrell Rd	
New access from Lower Moncure Road to airport	Lower Moncure Rd.	Raleigh Executive Jetport		Division		
Improve Lower Moncure Road	Raleigh Executive Jetport	Deep River Rd.		Division		
Farrell Road	US1		Improvements	Division		
Colon Road	US1	CCEP	Improvements	Division	Submitted in P.4 and did not score well	
Deep River Road	US 1	Deep River Forest	Improvements	Division		
Hwy 42	Cape Fear River	Broadway	Improvements			
Salem Church Rd./Buckhorn/E. Harrington	Hwy 42	Main St.	Widening	Division		
Cox Mill Road	Broadway Rd.	Hwy 421	Improvements	Division	Submitted in earlier version did not score well; Chatham County plans on submitting just section from Mini Mart to Health Center	
Improve Moncure Pittsboro Road in Chatham County	US 1	Pittsboro		Division		

<u>Intersection Improvements</u>	<u>From</u>	<u>To</u>	<u>Description</u>	<u>Type</u>	<u>Comment</u>
Franklin Dr. & Pendergrass			Realignment	Division	Pre-submitted for 5.0, scoring available Apr. 24
St. Andrews & Lemon Springs			Realignment	Division	Pre-submitted for 5.0, scoring available Apr. 24
Hickory House & Tramway Rd.			Realignment	Regional	Pre-submitted for 5.0, scoring available Apr. 24
Lee Avenue and Williams/Fayetteville St.			Realignment	Division	Pre-submitted for 5.0, scoring available Apr. 24
Wicker St. off ramp heading south and Wicker St.			Realignment	Regional	Pre-submitted for 5.0, scoring available Apr. 24
Steel Bridge Rd. and Caribonton Rd			Realignment	Regional	Just made improvements of 4-way stop
HWY 421 and Swanns Station Rd			Realignment	Regional	
Bike/Ped	From	To	Description	Type	Comment
On-Road					
Spring Lane	Weatherspoon St.	York Place	Sidepath	Division	
Caribonton Rd	Carthage St.	Currie Drive	Sidepath	Division	
Fire Tower Rd.	Carthage St.	Gloucester Dr.	Sidepath	Division	
Hawkins Ave.	421 Bypass Bridge	Amos Bridges Rd.	Sidepath		
Amos Bridges Rd.	Hawkins Ave.	Rena Lane	Sidepath		
Charlotte Avenue	Chatham St.	11th	Road Diet & Sidewalks	Division	
3rd Street	Weatherspoon St.	Horner Blvd.	Road Diet & Sidewalks	Division	
7th Street	Weatherspoon St.	Bragg Blvd.	Road Diet & Sidewalks	Division	
Bragg Blvd.	OT Sloan Park	Mciver St.	Sidewalks	Division	
Hawkins Ave.	Weatherspoon St.	Hill Ave.	Sidewalks & Bike Lanes	Division	
Hill Ave.	Horner Blvd.	Hawkins Ave.	Sidewalks & Bike Lanes	Division	
Vance St.	Wicker St.	Fields Dr.	Sidewalks & Bike Lanes	Division	
Wicker/Mciver St.	Moore St.	Oakwood Ave.	Sidewalks, Bike Lanes, and Rail	Division	

Main St.	Milton Ave.	Hunter Dr.	Sidewalks	Division	I believe this is included in Broadway Road widening (R-3830)
<u>Off-Road</u>					
Little Buffalo Creek Greenway	Charlotte Ave.	City Hall		Division	Submitted in P.4 and scored OK, but on-road projects tend to score better
Skunk Creek Greenway	Carthage St.	Garden St.		Division	
<u>Aviation</u>					
<u>Description</u>					
<u>Type</u>					
Build airplane run-up lane at both ends of taxiway				Division	
Replace PAPIs with new LED lights and replace MALSRs. Install runway distance remaining (RDR) signs.				Division	
Build new taxi lane connecting south ramp road and all taxi lanes on Ammons Farm road side of T-hangars				Division	
Develop new aviation related business areas east of airport				Division	
Terminal building expansion and improvements or new terminal building				Division	
Purchase land to improve safety zones around airport				Division	
Construct new airplane storage box hangar				Division	
East-West road on airport for on-site accessibility				Division	
Control tower				Division	
Extend runway from 6500 feet to 8500 feet				Division	
Replace existing 8 foot airport perimeter fence with 10 foot perimeter wildlife fence				Division	
Land acquisition for future airport development				Division	
T-Hangar taxi lane pavement rehabilitation/strengthening				Division	
<u>Transit</u>					
<u>Rail</u>					

Permits Monthly Report
From 3/1/2017 To 3/31/2017

Chicken Permit

Chicken

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
CHIX-3-17-27571	1603 CARBONTON RD SANFORD,NC 27330-	0	0	3/31/2017	GLENN & WENDY FULLER	(919)749-0085	GLENN & WENDY FULLE	City of Sanford	

Number of Chicken Permit: 1

Valuation Total: \$0.00

Permits Monthly Report

From 3/1/2017 To 3/31/2017

Commercial Building Permit

Accessory Building

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
COMM-3-17-27372	1115 BROADWAY RD SANFORD,NC 27331-	240	9600	3/16/2017	EASTSIDE PENTECOSTAL HOLINESS CHURCH, IN	(919)356-4643	ERNEST HINSON	City of Sanford	
COMM-3-17-27465	717 WALL ST SANFORD,NC 27330-	336	15120	3/27/2017	RONELL ERVIN DOWDY	(919)776-4345	KNOTT, W H FUNERAL H	City of Sanford	

Addition

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
COMM-3-17-27412	1013 SPRING LN SANFORD,NC 27330-	2030	172550	3/21/2017	SAMCO GENERAL CONTRACTORS	(336)985-5430	SPD REALTY LLC	City of Sanford	
COMM-3-17-27515	607 MCINTOSH ST W SANFORD,NC 27331-	500	50000	3/28/2017	MICHAEL BOTTOM	(309)678-9367	LEE COUNTY	City of Sanford	

New

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
COMM-3-17-27339	1105 KELLY DR SANFORD,NY 27330-	17676	1767600	3/09/2017	RACANELLI CONSTRUCTION SOUTH, INC.	(919)535-8715	CENTRAL CAROLINA TE	City of Sanford	
COMM-3-17-27376	1495 DOUGLAS DR SANFORD,NC 27330-	34600	1710440	3/09/2017	ROBERT HIGH DEVELOPMENT, LLC	(910)790-9490	ELITE STORAGE LLC	City of Sanford	
COMM-3-17-27405	0 HIDDEN LAKES CIR SANFORD,NC 27332-	40	1800	3/17/2017	SARGEANT EMERSON AYLIES	(919)499-2771	HIDDEN LAKE PROP OW	City of Sanford	
COMM-3-17-27418	48 STEEL BRIDGE RD SANFORD,NC 27330-	252	11340	3/21/2017	SANFORD METAL BLD. LLC	(919)776-2623	STEVEN STEWART	ETJ	

Other

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
COMM-3-17-27453	2903 HORNER BLVD SANFORD,NC 27330-	0	0	3/27/2017	PROGRESSIVE CONTRACTING CO INC	(919) 718-5454	INSITE REAL ESTATE, LL	City of Sanford	

Renovation

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
COMM-2-17-27223	3310 NC 87 HWY S SANFROD,NC 27332-	0	0	3/22/2017	GILLIAM & ASSOCIATES, INC.	(803)648-2835	WAL MART REAL ESTATE	City of Sanford	
COMM-3-17-27364	414 MAIN ST E SANFORD,NC 27332-	0	0	3/09/2017	HAL CHALIN PERRY	(919)777-9499	RUBBER SOLE PROPERT	City of Sanford	
COMM-3-17-27385	703 BRAGG ST SANFORD,NC 27330-	0	0	3/28/2017	HENRY CARROLL	(919)721-1492	JAMES MICHAEL DAURIT	City of Sanford	
COMM-3-17-27417	386 FOREST OAKS DR E SANFORD,NC 27330-	0	0	3/16/2017	SAMMY MCNEILL	(919)268-3137	WARD'S MEM CONGREG	Lee County	
COMM-3-17-27435	1105 KELLY DR SANFORD,NC 27330-	0	0	3/16/2017	SANFORD CONTRACTORS	(919)353-0378	CENTRAL CAROLINA TE	City of Sanford	
COMM-3-17-27442	115 SEVENTH ST N SANFORD,NC 27330-	0	0	3/23/2017	FIRST UNITED PENTECOSATAL CHURCH	(919)935-5117	FIRST UNITED PENTECO	City of Sanford	
COMM-3-17-27452	2610 LEMON SPRINGS RD SANFORD,NC 27330-	0	0	3/21/2017	BRAD CUMMINGS	(919)770-4693	FELLOWSHIP OF THE WA	City of Sanford	
COMM-3-17-27454	3215 KELLER ANDREWS R Sanford,NC 27330-	0	0	3/22/2017	JON HART	(919)935-2603	SAN LEE CHAPEL	ETJ	

Repair

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
COMM-3-17-27386	3210 LEE AVE Sanford,NC 27330-	0	0	3/20/2017	ANTONIOS BUILDING	(919)673-5522	N & M LLC	City of Sanford	

Number of Commercial Building Permit: 18

Valuation Total: \$3,738,450.00

Permits Monthly Report
From 3/1/2017 To 3/31/2017

Daycare Permit

<NONE>

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
DC-3-17-27314	152 CHARLOTTE AVE SANFORD, NC 27330-	0	0	3/03/2017	SHOOTING STARS LEARNING CENTER	(910)585-4067	PROGRESSIVE DEVELOP	City of Sanford	

Number of Daycare Permit: 1

Valuation Total: \$0.00

Permits Monthly Report
From 3/1/2017 To 3/31/2017

Electrical Permit

Accessory Building

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-3-17-27327	71 THOMAS KELLY RD SANFORD,NC 27330-	0	0	3/03/2017	WILBUR WILSON	(919)499-8999	WILBUR WILSON	Lee County	
ELEC-3-17-27374	217 LICK CREEK RD SANFORD,NC 27330-	0	0	3/08/2017	BRANDON CORBIN	(919)718-8955	BRANDON S CORBIN	Lee County	
ELEC-3-17-27564	130 COTTEN RD SANFORD,NC 27330-	0	0	3/30/2017	BILLINGS ELECTRIC CO. INC	(919) 258-3115	DAVID W TAYLOR	Lee County	

Change Out

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-3-17-27498	808 PENDERGRASS RD SANFORD,NC 27330-	0	0	3/23/2017	A. L. MCKENZIE ELECTRICAL CO	(919)353-2134	JOHN T BONARDI, JR.	Lee County	

Commercial

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-3-17-27324	2726 CAMERON DR SANFORD,NC 27332-	0	0	3/02/2017	JASON H POPE ELECTRICAL CONTRACTORS LLC	(919)820-0887	FREDERICK D & BETTIE	City of Sanford	
ELEC-3-17-27438	5000 WOMACK RD SANFORD,NC 27330-	0	0	3/23/2017	RALPH EUGENE APPLEWHITE	(919) 548-4016	Caterpillar Inc	Lee County	
ELEC-3-17-27481	1602 HORNER BLVD SANFORD,NC 27330-	0	0	3/22/2017	ELECTRICAL SOLUTIONS	(910)892-2452	GBR/IH LLC	City of Sanford	
ELEC-3-17-27482	2610 LEMON SPRINGS RD SANFORD,NC 27330-	0	0	3/22/2017	PIONEER ELECTRIC AND MAINTENANCE COMPAI	(919) 499-7767	FELLOWSHIP OF THE WA	City of Sanford	
ELEC-3-17-27506	48 STEEL BRIDGE RD SANFORD,NC 27330-	0	0	3/24/2017	RICKY GARNER ELECTRIC	(910)690-6131	STEVEN STEWART	ETJ	

MH Double-Wide

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
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ELEC-3-17-27538 602 THOMAS RD 0 3/28/2017 M & T ELECTRICAL CONTRACTORS INC. (919)770-3548 ROSA FLORES Lee County

MH Single-Wide

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-3-17-27404	385 PYRANT RD SANFORD,NC 27330-	0	0	3/14/2017	A. L. MCKENZIE ELECTRICAL CO	(919)353-2134	RICKEY WOODLIEF	Lee County	
ELEC-3-17-27451	108 THORNWOOD DR SANFORD,NC 27330-	0	0	3/17/2017	T & G ELECTRIC OF SANFORD NC	919-499-2828	THORNWOOD VILLAGE L	City of Sanford	
ELEC-3-17-27516	138 DUCK CROSSING LN SANFORD,NC 27730-	0	0	3/27/2017	NATALIE FREEMAN	(919)499-3964	DAVID MCCURRY	Lee County	

Miscellaneous

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-3-17-27318	1011 JOHN ROSSER RD SANFORD,NC 27332-	0	0	3/02/2017	POWER HOME SOLAR	(704)800-6780	BETH T & JOHN E HAAS,	Lee County	
ELEC-3-17-27337	85 TRACEWAY NORTH SANFORD,NC 27332-	0	0	3/03/2017	J. MELVIN ELECTRIC	(910)584-4255	CRYSTAL M & MARK BYN	Lee County	
ELEC-3-17-27342	3209 NC 87 HWY SANFORD,NC 27332-	0	0	3/06/2017	SYLYESTER COCKRUM		LIDI US LLC	City of Sanford	
ELEC-3-17-27411	22 HEAVENS GATE CT SANFORD,NC 27332-	0	0	3/15/2017	POWER HOME SOLAR	(704)800-6780	BETTY DANIELS	Lee County	
ELEC-3-17-27423	115 CHATHAM ST SANFORD,NC 27330-	0	0	3/15/2017	STONER ELECTRIC	(919)774-8877	SANFORD BUGGY BUILD	City of Sanford	
ELEC-3-17-27463	1105 KELLY DR SANFORD,NC 27330-	0	0	3/20/2017	FAULK, P. R. ELECTRIC	919-775-1990	CENTRAL CAROLINA TE	City of Sanford	
ELEC-3-17-27507	6114 ST ANDREWS DR SANFORD,NC 27330-	0	0	3/24/2017	MICHAEL CHISHOLM	(757)775-2472	MICHAEL L CHISHOLM	Lee County	
ELEC-3-17-27509	386 FOREST OAKS DR E SANFORD,NC 27330-	0	0	3/27/2017	A. L. MCKENZIE ELECTRICAL CO	(919)353-2134	WARD'S MEM CONGREG	Lee County	

Modular Home

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-3-17-27347	507 LOWER RIVER RD SANFORD,NC 27330-	0	0	3/06/2017	WICKER ELECTRIC	(919)770-0472	TAUREAN MARSH	Lee County	
ELEC-3-17-27348	1048 BLACKS CHAPEL RD SANFORD,NC 27330-	0	0	3/06/2017	WICKER ELECTRIC	(919)770-0472	DANIEL L & EMILY MANN	Lee County	

Power Restoration

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-3-17-27384	411 JOHN GARNER RD SANFORD,NC 27330-	0	0	3/10/2017	APPLEWHITE ELECTRIC	(919)548-4016	FREEDOM MORTGAGE C	Lee County	
ELEC-3-17-27493	921 ODDFELLOW ST SANFORD,NC 27330-	0	0	3/23/2017	C & K ELECTRIC & PLUMBING	(919)776-2044	JAMES LEWIS SILER, SR	City of Sanford	

Residential New

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-3-17-27325	1455 MCNEILL RD SANFORD,NC 27330-	0	0	3/02/2017	HOLT ELECTRICAL	(919)774-4658	FRED "TOMMY" SMITH	City of Sanford	
ELEC-3-17-27349	501 RYDER LAKE DR SANFORD,NC 27330-	0	0	3/06/2017	WESTER & PACE ELECTRIC INC	(919)499-3946	LAKESIDE TOWNHOMES	City of Sanford	
ELEC-3-17-27350	503 RYDER LAKES DR SANFORD,NC 27330-	0	0	3/06/2017	WESTER & PACE ELECTRIC INC	(919)499-3946	LAKESIDE TOWNHOMES	City of Sanford	
ELEC-3-17-27351	505 RYDER LAKE DR SANFORD,NC 27330-	0	0	3/06/2017	WESTER & PACE ELECTRIC INC	(919)499-3946	LAKESIDE TOWNHOMES	City of Sanford	
ELEC-3-17-27352	507 RYDER LAKE DR SANFORD,NC 27330-	0	0	3/06/2017	WESTER & PACE ELECTRIC INC	(919)499-3946	LAKESIDE TOWNHOMES	City of Sanford	
ELEC-3-17-27356	1436 ABERCORN LN SANFORD,NC 27330-	0	0	3/07/2017	CMC ELECTRIC LLC	(919)291-0989	SMITH DOUGLAS HOMES	City of Sanford	
ELEC-3-17-27461	1040 BUCKHORN RD SANFORD,NC 27330-	0	0	3/20/2017	M & T ELECTRICAL CONTRACTORS INC.	(919)770-3548	JAMES R & JACQUELINE	Lee County	
ELEC-3-17-27462	585 COTTEN RD SANFORD,NC 27330-	0	0	3/20/2017	CMC ELECTRIC LLC	(919)291-0989	BOBBIE WEST	Lee County	
ELEC-3-17-27469	5274 DEEP RIVER RD SANFORD,NC 27330-	0	0	3/20/2017	ACH ELECTRICAL		BRUCE VAUGHAN	Lee County	
ELEC-3-17-27542	1433 ABERCORN LN SANFORD,NC 27330-	0	0	3/30/2017	CMC ELECTRIC	(919)291-0989	SHARON PERMENTER	City of Sanford	
ELEC-3-17-27543	304 COPPER RIDGE DR SANFORD,NC 27330-	0	0	3/30/2017	CMC ELECTRIC LLC	(919)291-0989	SHARON PERMENTER	Lee County	
ELEC-3-17-27544	500 MINERS LOOP SANFORD,NC 27330-	0	0	3/30/2017	CMC ELECTRIC LLC	(919)291-0989	SMITH DOUGLAS HOMES	Lee County	
ELEC-3-17-27547	1800 COOL SPRINGS RD SANFORD,NC 27330-	0	0	3/29/2017	BILLINGS ELECTRIC CO. INC	(919)258-3115	MARY HOLMES	City of Sanford	

ELEC-3-17-27548	64 GAINES RD SANFORD,NC 27330-	0	0	3/29/2017	BILLINGS ELECTRIC CO, INC	(919) 258-3115	ANDREW AMMONS	Lee County
ELEC-3-17-27561	1469 ABERCORN LN SANFORD,NC 27330-	0	0	3/30/2017	CMC ELECTRIC	(919)291-0989	SHARON PERMENTER	City of Sanford

Residential Repair

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-3-17-27445	311 COPPER RIDGE DR SANFORD,NC 27330-	0	0	3/17/2017	WATSON ELECTRICAL	(919)787-6290	COPPER RIDGE DEVELO	Lee County	
ELEC-3-17-27448	2409 DOVER ST SANFORD,NC 27330-	0	0	3/17/2017	Dean Electric	(919)777-9683	REINALDO DIAZ	ETJ	
ELEC-3-17-27476	1103 WYNNS RD SANFORD,NC 27330-	0	0	3/22/2017	J.M. POPE ELECTRIC LLC	(919)776-5144	RYAN N & MCKENZIE H R	City of Sanford	
ELEC-3-17-27573	362 KITTELY PT SANFORD,NC 27332-	0	0	3/31/2017	NT ELECTRICAL SERVICE	(910)446-1089	ADAM OLIVER	Lee County	

Service Change

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-3-17-27333	416 MCINTOSH ST W SANFORD,NC 27330-	0	0	3/03/2017	ACH ELECTRICAL	(919)770-9423	Gospel Lighthouse Word m	City of Sanford	
ELEC-3-17-27344	313 CARBANTON RD SANFORD,NC 27330-	0	0	3/06/2017	DANNY COX	(919)770-9423	CRISSMAN, MARY ELIZA	City of Sanford	
ELEC-3-17-27378	414 RIDGECREST DR SANFORD,NC 27330-	0	0	3/08/2017	WICKER ELECTRIC	(919)770-0472	JAIME SANDOVAL,	City of Sanford	
ELEC-3-17-27382	237 HAYES RD SANFORD,NC 27330-	0	0	3/09/2017	MICHAEL BOYETTE	(919)499-3856	HARVEY LEON RICHARD	Lee County	
ELEC-3-17-27439	1192 OSGOOD RD SANFORD,NC 27330-	0	0	3/20/2017	STONER ELECTRIC	(919)774-8877	FRED G JR LEAKS	Lee County	
ELEC-3-17-27486	1512 PHILLIPS DR SANFORD,NC 27330-	0	0	3/22/2017	MICHAEL BOYETTE	(919)499-3856	CARROLL ELLEN JACKSO	City of Sanford	
ELEC-3-17-27558	19 PLACID LN SANFORD,NC 27330-	0	0	3/29/2017	J.S. HOWARD ELECTRICAL	(919)774-1650	OTTER CREEK PROPERT	City of Sanford	

Temporary Service Pole

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-3-17-27577	1801 NASH ST SANFORD,NC 27330-	0	0	3/31/2017	P.R. FAULK ELECTRICAL CORP.	(919)775-1990	CENTRAL CAROLINA CO	City of Sanford	

Permits Monthly Report
From 3/1/2017 To 3/31/2017

Manufactured Home Setup Permit

MH Single-Wide

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
MANU-3-17-27358	385 PYRANT RD SANFORD,NC 27330-	0	0	3/07/2017	CHRISTIANS MH MOVERS	(919)770-9660	RICKEY WOODLIEF	Lee County	
MANU-3-17-27466	3348 PLANK RD S SANFORD,NC 27330-	0	0	3/20/2017	CHARLES STEPHEN STONE	(910)736-0618	STEVEN L & KRISTINA L	ETJ	
MANU-3-17-27511	611 PINE FOREST RD CAMERON,NC 28326-	0	0	3/30/2017	DALE MARKS	(919)770-4879	HOWARD THOMAS HOLT	Lee County	
MANU-3-17-27522	102 LANTANA LN SANFORD,NC 27330-	0	0	3/27/2017	RAVEN ROCK M.H. MOVERS	919-775-3600	PINE VILLAGE MHC LLC	City of Sanford	
MANU-3-17-27536	602 THOMAS RD SANFORD,NC 27330-	0	0	3/28/2017	ROSA FLORES		ROSA FLORES	Lee County	

Number of Manufactured Home Setup Permit: 5

Valuation Total: \$0.00

Permits Monthly Report

From 3/1/2017 To 3/31/2017

Mechanical Permit

Commercial

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
MECH-3-17-27357	2609 COX MILL RD SANFORD, NC 27330-	0	0	3/07/2017	PIEDMONT SERVICE GROUP, INC.	(919)851-5800	MOEN INC.	City of Sanford	
MECH-3-17-27365	1602 HORNER BLVD SANFORD, NC 27330-	0	0	3/08/2017	AIR PLUS HVAC, INC.	(919)369-3184	GBR/IH LLC	City of Sanford	
MECH-3-17-27367	509 MAIN ST W SANFORD, NC 27330-	0	0	3/08/2017	JOYNER & DICKENS H & A/C, INC.	919-774-6841	DMJ	City of Sanford	
MECH-3-17-27388	1409 GREENWAY CT SANFORD, NC 27330-	0	0	3/10/2017	FOUR SEASON HEATING & AIR	(910) 235-0606	PINEHURST MEDICAL GR	City of Sanford	
MECH-3-17-27432	1503 ELM ST SANFORD, NC 27330-	0	0	3/16/2017	JOYNER & DICKENS H & A/C, INC.	919-774-6841	LEE COUNTY LEE COUN	City of Sanford	
MECH-3-17-27444	203 HAWKINS AVE SANFORD, NC 27330-	0	0	3/17/2017	JOYNER & DICKENS H & A/C, INC.	919-774-6841	FIRST PRESBY CURCH O	City of Sanford	
MECH-3-17-27447	572 PUMPING STATION RT SANFORD, NC 27330-	0	0	3/17/2017	SUPERIOR MECHANICAL, INC.	(336)498-7609	LEE COUNTY	Lee County	
MECH-3-17-27449	3132 JEFFERSON DAVIS H SANFORD, NC 27330-	0	0	3/17/2017	COOPER CONTRACTORS INC	(919)776-7537	ABDALFATAH ABUTAHA	Lee County	
MECH-3-17-27488	2610 LEMON SPRINGS RD SANFORD, NC 27330-	0	0	3/23/2017	WORTH PARKER HEATING AND A/C	(919) 776-4575	FELLOWSHIP OF THE WA	City of Sanford	
MECH-3-17-27495	1502 ELM ST SANFORD, NC 27330-	0	0	3/24/2017	Comfort First Heating & Cooling Inc	919 777-1777	HOWARD W BOKHOVEN	City of Sanford	
MECH-3-17-27504	1400 BROADWAY RD SANFORD, NC 27330-	0	0	3/24/2017	LEE AIR CONDITIONERS, INC.	(919)383-1588	COTY US LLC	City of Sanford	

Residential

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
MECH-2-17-27288	87 JUNIOR LN SANFORD, NC 27330-	0	0	3/06/2017	BELL COW HEATING & COOLING(DBA)	(910)484-6163	ALEASA WILLIAMS	Lee County	

MECH-3-17-27305	1040 BUCKHORN RD SANFORD,NC 27330-	0	0	3/01/2017	JOYNER & DICKENS H & A/C, INC.	919-774-6841	JAMES R & JACQUELINE	Lee County
MECH-3-17-27306	800 HORNER BLVD N SANFORD,NC 27330-	0	0	3/01/2017	JOYNER & DICKENS H & A/C, INC.	919-774-6841	PUBLIC SERVICE CO OF	City of Sanford
MECH-3-17-27310	126 WESTCHASE RUN SANFORD,NC 27330-	0	0	3/01/2017	HUNTER OIL AND PROPANE INC.	(919)775-5651	MYRA WEST & FRED LYN	City of Sanford
MECH-3-17-27313	1414 LORD ASHLEY DR SANFORD,NC 27330-	0	0	3/01/2017	PSNC	(919)777-2607	THOMAS E & FRANCES G	City of Sanford
MECH-3-17-27328	501 RYDER LAKE DR SANFORD,NC 27330-	0	0	3/03/2017	WORTH PARKER HEATING AND A/C	(919) 776-4575	LAKESIDE TOWNHOMES	City of Sanford
MECH-3-17-27329	503 RYDER LAKES DR SANFORD,NC 27330-	0	0	3/03/2017	WORTH PARKER HEATING AND A/C	(919) 776-4575	LAKESIDE TOWNHOMES	City of Sanford
MECH-3-17-27330	505 RYDER LAKE DR SANFORD,NC 27330-	0	0	3/03/2017	WORTH PARKER HEATING AND A/C	(919) 776-4575	LAKESIDE TOWNHOMES	City of Sanford
MECH-3-17-27331	507 RYDER LAKE DR SANFORD,NC 27330-	0	0	3/03/2017	WORTH PARKER HEATING AND A/C	(919) 776-4575	LAKESIDE TOWNHOMES	City of Sanford
MECH-3-17-27334	650 ARTHUR MADDOX RD SANFORD,NC 27330-	0	0	3/06/2017	SWAIM ELECTRIC	(336)685-9722	DANNY DAVIDSON	Lee County
MECH-3-17-27335	6814 BRADLEY RD SANFORD,NC 27330-	0	0	3/09/2017	CAROLINA COMFORT AIR INC.	(919)934-1060	EARL MADDOX	Lee County
MECH-3-17-27336	793 CASHMERE CT SANFORD,NC 27330-	0	0	3/06/2017	COMFORT FIRST	(919)935-9642	JOHN A & BRITTNEY A P	Lee County
MECH-3-17-27340	222 BROOKFIELD CIR SANFORD,NC 27330-	0	0	3/06/2017	JOYNER & DICKENS	(919)774-6841	LINDA T SHORT	City of Sanford
MECH-3-17-27341	600 CASHMERE CT SANFORD,NC 27330-	0	0	3/06/2017	JOYNER AND DICKENS H AND AC ELECTRIC CO I	919-774-6841	WALTER SWANSON	Lee County
MECH-3-17-27354	1436 ABERCORN LN SANFORD,NC 27330-	0	0	3/08/2017	BRANDCO, INC		SMITH DOUGLAS HOMES	City of Sanford
MECH-3-17-27361	208 CHISHOLM ST W SANFORD,NC 27330-	0	0	3/07/2017	PSNC	(919)777-2607	THOMAS PARK	City of Sanford
MECH-3-17-27362	501 MINERS LOOP DR SANFORD,NC 27330-	0	0	3/08/2017	BRANDCO, INC		SHARON PERMENTER	Lee County
MECH-3-17-27363	424 PANNERS PL SANFORD,NC 27330-	0	0	3/08/2017	BRANDCO, INC		JAMES TEEL	City of Sanford
MECH-3-17-27366	2416 BROOKWOOD TR SANFORD,NC 27330-	0	0	3/08/2017	JOYNER & DICKENS H & A/C, INC.	919-774-6841	THOMAS C HINCKS	City of Sanford

MECH-3-17-27370	1433 ABERCORN LN SANFORD,NC 27330-	0	0	3/09/2017	CAROLINA COMFORT AIR INC.	(919)934-1060	SMITH DOUGLAS HOMES	City of Sanford
MECH-3-17-27371	1432 ABERCORN LN SANFORD,NC 27330-	0	0	3/09/2017	CAROLINA COMFORT AIR INC.	(919)934-1060	SMITH DOUGLAS HOMES	City of Sanford
MECH-3-17-27375	2112 SPRING LN SANFORD,NC 27330-	0	0	3/08/2017	COOPER CONTRACTORS	(919)353-0897	L CURTIS BURNS	City of Sanford
MECH-3-17-27383	5203 LAUREL RIDGE DR SANFORD,NC 27330-	0	0	3/09/2017	CENTER HEATING & AIR	919-775-2500	HOWARD	City of Sanford
MECH-3-17-27399	407 GULF ST N SANFORD,NC 27330-	0	0	3/13/2017	72 DEGREES HEATING AND AIR	(919)777-2777	BRIAN ERIC & ALLISON R	City of Sanford
MECH-3-17-27407	7309 VILLANOW RD SANFORD,NC 27330-	0	0	3/14/2017	HUNTER OIL AND PROPANE INC.	(919)775-5651	PAUL D PORTERFIELD	Lee County
MECH-3-17-27415	7 THE POINTE SANFORD,NC 27332-	0	0	3/14/2017	HUNTER OIL AND PROPANE INC.	(919)775-5651	RICHARD F & VICTORIA B	Lee County
MECH-3-17-27420	1971 WEDGEWOOD DR SANFORD,NC 27330-	0	0	3/15/2017	JOYNER & DICKENS H & A/C, INC.	919-774-6841	WILLIAM H ALTMAN JR	Lee County
MECH-3-17-27427	2401 DOVER ST SANFORD,NC 27330-	0	0	3/20/2017	Comfort First Heating & Cooling Inc	919 777-1777	JAMES T SMITH	Lee County
MECH-3-17-27428	500 MINERS LOOP SANFORD,NC 27330-	0	0	3/24/2017	BRANDCO, INC		SMITH DOUGLAS HOMES	Lee County
MECH-3-17-27429	585 COTTEN RD SANFORD,NC 27330-	0	0	3/15/2017	CAROLINA AIR CONDITIONING COMPANY, INC.	(919)683-2421	BOBBIE WEST	Lee County
MECH-3-17-27434	59 TRIPLE LAKES RD SANFORD,NC 27330-	0	0	3/20/2017	Comfort First Heating & Cooling Inc	919 777-1777	SHARON ELLIS	Lee County
MECH-3-17-27436	112 CATTLE DR SANFORD,NC 27332-	0	0	3/20/2017	Comfort First Heating & Cooling Inc	919 777-1777	DONNA W & EUGENE F J	Lee County
MECH-3-17-27441	585 COTTEN RD SANFORD,NC 27330-	0	0	3/16/2017	DICKERSON HEARTH PRODUCTS, INC.	(919)872-6770	BOBBIE WEST	Lee County
MECH-3-17-27446	107 ELEVENTH ST SANFORD,NC 27330-	0	0	3/17/2017	TIN SHOP	(919)499-1759	RAYNARD & HELENA S P	City of Sanford
MECH-3-17-27450	1011 BROADWAY RD SANFORD,NC 27330-	0	0	3/17/2017	JOYNER & DICKENS H & A/C, INC.	919-774-6841	MAURICE & MARY D WIL	City of Sanford
MECH-3-17-27455	5274 DEEP RIVER RD SANFORD,NC 27330-	0	0	3/20/2017	CAROLINA AIR, HEATING AND COOLING	(910) 947-7707	BRUCE VAUGHAN	Lee County
MECH-3-17-27457	202 FRED STONE RD SANFORD,NC 27330-	0	0	3/20/2017	COMFORT FIRST	(919)935-9642	KIMBERLY SELLS TIPTON	Lee County

MECH-3-17-27458	3527 PLANK RD S SANFORD,NC 27330-	0	0	3/20/2017	CAROLINA AIR, HEATING & COOLING	(919)585-2425	DAVID BAILEY	Lee County
MECH-3-17-27459	1432 ABERCORN LN SANFORD,NC 27330-	1500	1500	3/24/2017	BRANDCO, INC		SMITH DOUGLAS HOMES	City of Sanford
MECH-3-17-27460	304 COPPER RIDGE DR SANFORD,NC 27330-	0	0	3/24/2017	BRANDCO, INC		SHARON PERMENTER	Lee County
MECH-3-17-27470	108 THORNWOOD DR SANFORD,NC 27330-	0	0	3/20/2017	KEVIN WILKINSON	(919)708-8340	THORNWOOD VILLAGE L	City of Sanford
MECH-3-17-27472	3310 GREEN VALLEY DR SANFORD,NC 27330-	0	0	3/21/2017	JOYNER & DICKENS H & A/C, INC.	919-774-6841	MARK T DUNCAN	City of Sanford
MECH-3-17-27473	1901 WINDSONG RD SANFORD,NC 27330-	0	0	3/21/2017	JOYNER & DICKENS H & A/C, INC.	919-774-6841	BEVERLY L O'DONNELL	City of Sanford
MECH-3-17-27475	1001 COURTLAND DR DUNN,NC 28335-	0	0	3/21/2017	B & S AIR CONDITIONING CO., INC.	(919)894-5151	COURTLAND VILLAGE AS	Lee County
MECH-3-17-27480	905 BENTCREEK CT SANFORD,NC 27330-	0	0	3/24/2017	BRANDCO, INC		SMITH DOUGLAS HOMES	City of Sanford
MECH-3-17-27483	4 TIM LN SANFORD,NC 27330-	0	0	3/22/2017	ISRAEL CARTER		ISRAEL CARTER	Lee County
MECH-3-17-27485	907 LITTLE JOHN LN SANFORD,NC 27330-	0	0	3/24/2017	BRANDCO, INC		SMITH DOUGLAS HOMES	City of Sanford
MECH-3-17-27487	94 RAINDROP LN SANFORD,NC 27330-	0	0	3/23/2017	JOYNER & DICKENS H & A/C, INC.	919-774-6841	ROBERT H THOMPSON	Lee County
MECH-3-17-27489	910 LITTLE JOHN LN SANFORD,NC 27300-	0	0	3/28/2017	CAROLINA COMFORT AIR INC.	(919)934-1060	SMITH DOUGLAS HOMES	City of Sanford
MECH-3-17-27494	2321 COOL SPRINGS RD SANFORD,NC 27330-	0	0	3/23/2017	PSNC	(919)777-2607	RONALD H LEE	City of Sanford
MECH-3-17-27496	808 PENDERGRASS RD SANFORD,NC 27330-	0	0	3/23/2017	AIR MEDICS HEATING & COOLING	(919)814-2555	JOHN T BONARDI, JR.	Lee County
MECH-3-17-27497	1192 OSGOOD RD SANFORD,NC 27330-	0	0	3/23/2017	HUNTER OIL AND PROPANE INC.	(919)775-5651	FRED G JR LEAKS	Lee County
MECH-3-17-27499	907 LITTLE JOHN LN SANFORD,NC 27330-	0	0	3/28/2017	CAROLINA COMFORT AIR INC.	(919)934-1060	SMITH DOUGLAS HOMES	City of Sanford
MECH-3-17-27500	1778 IRISH BLVD SANFORD,NC 27330-	0	0	3/23/2017	CENTER HEATING & AIR	919-775-2500	ALAN FARRIER	Lee County
MECH-3-17-27501	7019 CEDAR RD SANFORD,NC 27330-	0	0	3/23/2017	CENTER HEATING & AIR	919-775-2500	FRANK RUJSZ	Lee County

MECH-3-17-27502	1455 MCNEILL RD SANFORD, NC 27330-	0	0	3/24/2017	SURETEMP MECHANICAL	919-770-4120	FRED "TOMMY" SMITH	City of Sanford
MECH-3-17-27503	370 PRESSLY FOUSHEER SANFORD, NC 27330-	0	0	3/24/2017	JOYNER & DICKENS H & A/C, INC.	919-774-6841	TOMMY E SCOTT	Lee County
MECH-3-17-27505	470 OLD WAGON LN SANFORD, NC 27330-	0	0	3/24/2017	Comfort First Heating & Cooling Inc	919 777-1777	DIANNE FARRANDS	Lee County
MECH-3-17-27508	2515 BUCKINGHAM DR SANFORD, NC 27330-	0	0	3/27/2017	JOYNER & DICKENS H & A/C, INC.	919-774-6841	CAROL A COLEBROOK	City of Sanford
MECH-3-17-27524	1706 CLEARWATER DR SANFORD, NC 27330-	0	0	3/28/2017	JOYNER & DICKENS H & A/C, INC.	919-774-6841	SPURLES JEFFREY	Lee County
MECH-3-17-27540	1429 ABERCORN LN SANFORD, NC 27330-	0	0	3/28/2017	CAROLINA COMFORT AIR INC.	(919)934-1060	SHARON PERMENTER	ETJ
MECH-3-17-27541	505 MINERS LOOP SANFORD, NC 27330-	0	0	3/28/2017	CAROLINA COMFORT AIR INC.	(919)934-1060	SMITH DOUGLAS HOMES	Lee County
MECH-3-17-27545	290 FIRESTONE LN SANFORD, NC 27330-	0	0	3/30/2017	COMFORT FIRST	(919)935-9642	CHARLES P & ROBIN M N	Lee County
MECH-3-17-27546	102 LANTANA LN SANFORD, NC 27330-	0	0	3/28/2017	TIN SHOP	919-499-1757	PINE VILLAGE MHC LLC	City of Sanford
MECH-3-17-27574	3108 PASILE CT SANFORD, NC 27330-	0	0	3/31/2017	SANDHILLS HEATING & REFRIGERATION	(910)944-1086	RANDLE UPCHURCH	City of Sanford

Number of Mechanical Permit: 76

Valuation Total: \$1,500.00

Permits Monthly Report

From 3/1/2017 To 3/31/2017

Plumbing Permit

Commercial

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
PLUM-3-17-27312	1400 BROADWAY RD SANFORD,NC 27330-	0	0	3/01/2017	DRAIN MAGIC INC.	(919)661-7233	COTY US LLC	City of Sanford	
PLUM-3-17-27345	1202-1248 SOUTH PARK V SANFORD,NC 27330-	0	0	3/06/2017	SIMPSON PLUMBING	(910)690-3831	SOUTH PARK VILLAGE L	City of Sanford	
PLUM-3-17-27346	1001-1047 SOUTH PARK V Sanford,NC 27330-	0	0	3/06/2017	SIMPSON PLUMBING	(910)690-3831	SOUTH PARK VILLAGE, L	City of Sanford	
PLUM-3-17-27379	1600 HORNER BLVD SANFORD,NC 27330-	0	0	3/09/2017	NEAL & HOWARD, INC.	(919)775-3811	GBR/IH LLC	City of Sanford	
PLUM-3-17-27380	5327 IRON FURNACE RD SANFORD,NC 27330-	0	0	3/09/2017	NEAL & HOWARD, INC.	(919)775-3811	CITY OF SANFORD	City of Sanford	
PLUM-3-17-27421	724 DUKE DR SANFORD,NC 27330-	0	0	3/15/2017	CLYDE DALRYMPLE	(919)776-4333	EDGEWOOD PRESBYTER	City of Sanford	
PLUM-3-17-27425	1102-1148 SOUTH PARK V Sanford,NC 27330-	0	0	3/15/2017	SIMPSON PLUMBING	(910)690-3831	SOUTH PARK VILLAGE, L	City of Sanford	
PLUM-3-17-27426	902-948 SOUTH PARK WA` SANFORD,NC 27330-	0	0	3/15/2017	SIMPSON PLUMBING	(910)690-3831	SOUTH PARK VILLAGE, L	City of Sanford	
PLUM-3-17-27440	3132 JEFFERSON DAVIS H SANFORD,NC 27330-	0	0	3/16/2017	D R NEAL PLUMBING	(919)708-8071	ABDALFATAH ABUTAHA	Lee County	
PLUM-3-17-27477	802-848 SOUTH PARK WA` SANFORD,NC 27330-	0	0	3/22/2017	SIMPSON PLUMBING	(910)245-7949	SOUTH PARK VILLAGE, L	City of Sanford	
PLUM-3-17-27478	701-747 SOUTH PARK WA` SANFORD,NC 27330-	0	0	3/22/2017	SIMPSON PLUMBING	(910)245-7949	SOUTH PARK VILLAGE, L	City of Sanford	
PLUM-3-17-27525	1013 SPRING LN SANFORD,NC 27330-	0	0	3/28/2017	AXIOM PLUMBING & BACKFLOW	(919)886-2113	SPD REALTY LLC	City of Sanford	

MH Single-Wide

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
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PLUM-3-17-27317	108 THORNWOOD DR SANFORD, NC 27330-	0	0	0	3/01/2017	MARY MCCOMMIEHEAD	(919)728-4330	THORNWOOD VILLAGE L	City of Sanford
PLUM-3-17-27359	385 PYRANT RD SANFORD, NC 27330-	0	0	0	3/07/2017	CHRISTIANS MH MOVERS	(919)770-9660	RICKEY WOODLIEF	Lee County
PLUM-3-17-27523	102 LANTANA LN SANFORD, NC 27330-	0	0	0	3/27/2017	RAVEN ROCK M.H. MOVERS	919-775-3600	PINE VILLAGE MHC LLC	City of Sanford

Modular Home

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
PLUM-3-17-27311	650 ARTHUR MADDOX RD SANFORD, NC 27330-	0	0	3/01/2017	A & M CONTRACTORS, INC.	(910) 652-6230	DANNY DAVIDSON	Lee County	

Residential Alteration

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
PLUM-3-17-27307	2007 TRACEWAY NORTH SANFORD, NC 27330-	0	0	3/01/2017	FIX-IT PLUMBING SERVICES	919-499-7622	R NEAL CLEARY	Lee County	
PLUM-3-17-27360	315 RHYNEWOOD DR SANFORD, NC 27330-	0	0	3/07/2017	BARNES PLUMBING	(919)639-0935	KEVIN HIGHBERGER	City of Sanford	
PLUM-3-17-27576	327 CARBONTON RD SANFORD, NC 27330-	0	0	3/31/2017	'RELIABLE PLUMBING, INC.	919-775-5782	ESTHER W CHILDRESS	City of Sanford	

Residential New

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
PLUM-3-17-27308	2512 VICTORY DR SANFORD, NC 27330-	0	0	3/01/2017	COX BROTHERS PLUMBING	(919) 258-9559	PINNACLE INC	City of Sanford	
PLUM-3-17-27319	1429 ABERCORN LN SANFORD, NC 27330-	0	0	3/06/2017	CELEY'S QUALITY SERVICES, LLC	(919)938-1813	SHARON PERMENTER	ETJ	
PLUM-3-17-27326	1708 NASH ST SANFORD, NC 27330-	0	0	3/03/2017	COX BROTHERS PLUMBING	(919) 258-9559	JERRY PITTMAN	City of Sanford	
PLUM-3-17-27355	1800 COOL SPRINGS RD SANFORD, NC 27330-	0	0	3/07/2017	GREENE'S PLUMBING	(910)974-7997	MARY HOLMES	City of Sanford	
PLUM-3-17-27393	3656 FARRELL RD SANFORD, NC 27330-	0	0	3/13/2017	'RELIABLE PLUMBING, INC.	919-775-5782	CUSTOM CONTRACTING	Lee County	
PLUM-3-17-27467	504 BOULDERBROOK DR SANFORD, NC 27330-	0	0	3/20/2017	RALEIGH PLUMBING & HEATING, INC.	(919)821-2300	WALKER DESIGN BUILD	City of Sanford	
PLUM-3-17-27468	209 STREAMSIDE DR SANFORD, NC 27330-	0	0	3/20/2017	RALEIGH PLUMBING & HEATING, INC.	(919)821-2300	WALKER DESIGN BUILD	City of Sanford	

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
PLUM-3-17-27474	585 COTTEN RD SANFORD, NC 27330-	0	0	3/21/2017	GORDON'S PLUMBING IN	(919)553-4723	BOBBIE WEST	Lee County	
PLUM-3-17-27479	1469 ABERCORN LN SANFORD, NC 27330-	0	0	3/22/2017	CELEY'S QUALITY SERVICES, LLC	(919)938-1813	SHARON PERMENTER	City of Sanford	
PLUM-3-17-27484	5274 DEEP RIVER RD SANFORD, NC 27330-	0	0	3/22/2017	RELIABLE PLUMBING, INC.	919-775-5782	BRUCE VAUGHAN	Lee County	
PLUM-3-17-27490	115 VILLAGE DR BROADWAY, NC 27505-	0	0	3/23/2017	DELL HAIRE PLUMBING	(910)429-9939	JASON JOHNSON	Town of Broadway	
PLUM-3-17-27491	119 VILLAGE DR BROADWAY, NC 27505-	0	0	3/23/2017	DELL HAIRE PLUMBING	(910)429-9939	JASON JOHNSON	Town of Broadway	
PLUM-3-17-27492	120 VILLAGE DR BROADWAY, NC 27505-	0	0	3/23/2017	DELL HAIRE PLUMBING	(910)429-9939	JASON JOHNSON	Town of Broadway	
PLUM-3-17-27510	277 GLENDALE CIR SANFORD, NC 27332-	0	0	3/27/2017	VANCE JOHNSON PLUMBING CO., INC.	(910)424-6712	RONALD MCCLOSKEY	City of Sanford	
PLUM-3-17-27562	1040 BUCKHORN RD SANFORD, NC 27330-	0	0	3/30/2017	COX BROTHERS PLUMBING	(919) 258-9559	JAMES R & JACQUELINE	Lee County	
PLUM-3-17-27563	386 FOREST OAKS DR E SANFORD, NC 27330-	0	0	3/30/2017	COX BROTHERS PLUMBING	(919) 258-9559	WARD'S MEM CONGREG	Lee County	

Residential Renovation

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
PLUM-3-17-27309	6161 EDWARDS RD SANFORD, NC 27330-	0	0	3/01/2017	JASON CASTONGUAY	(919)499-7997	JASON CASTONGUAY	Lee County	
PLUM-3-17-27332	416 MCINTOSH ST W SANFORD, NC 27330-	0	0	3/03/2017	C-N PLUMBING AND ELECTRICAL	(910)988-8333	Gospel Lighthouse Word m	City of Sanford	
PLUM-3-17-27381	362 KITTERY PT SANFORD, NC 27332-	0	0	3/09/2017	TRINITY PLUMBING COMPANY, LLC	(910)676-8426	ADAM OLIVER	Lee County	
PLUM-3-17-27389	107 ELEVENTH ST SANFORD, NC 27330-	0	0	3/10/2017	C-N PLUMBING AND ELECTRICAL	(910)988-8333	RAYNARD & HELENA S P	City of Sanford	
PLUM-3-17-27398	3527 PLANK RD S SANFORD, NC 27330-	0	0	3/13/2017	MCDONALD PLUMBING	(919)770-0773	DAVID BAILEY	Lee County	

Number of Plumbing Permit: 40

Valuation Total: \$0.00

Permits Monthly Report

From 3/1/2017 To 3/31/2017

Residential Building Permit

Accessory Building

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
RES-2-17-27301	299 RACCOON CT SANFORD, NC 27330-	448	17920	3/03/2017	MICHAEL SAWAYA	(919)774-9680	MICHAEL SAWAYA	Lee County	HRF
RES-3-17-27320	2111 KILDARE CIR SANFORD, NC 27330-	768	30720	3/03/2017	LONNIE & MELROSE DURHAM	(910)723-8969	LONNIE E & MELROSE M	ETJ	
RES-3-17-27514	293 GILMORE FARM RD SANFORD, NC 27332-	1080	43200	3/28/2017	JOHN & GRACE MARTIN	(919)353-5272	MARTIN JOHN & GRACE	Lee County	

Addition

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
RES-3-17-27390	2139 SOUTHERN RD SANFORD, NC 27330-	880	35200	3/17/2017	J. BRENT SMITH CONSTRUCTION	(919)775-9714	JAMES MARTIN	Lee County	HRF
RES-3-17-27400	972 HIGH HARBOR SANFORD, NC 27332-	304	7600	3/16/2017	HOWELL BUILDERS	(919)427-0679	EVELYN WHITE	Lee County	

Alteration

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
RES-3-17-27410	22 HEAVENS GATE CT SANFORD, NC 27332-	0	0	3/15/2017	POWER HOME SOLAR	(704)800-6780	BETTY DANIELS	Lee County	HRF

New

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
RES-2-17-27262	1429 ABERCORN LN SANFORD, NC 27330-	2219	160455	3/01/2017	SMITH DOUGLAS HOMES	(919)812-0350	SHARON PERMENTER	ETJ	HRF Yes
RES-3-17-27315	1215 SPRING LN SANFORD, NC 27330-	1837	125400	3/06/2017	SHOWCASE CONSTRUCTION COMPANY	(910)864-0247	JAMES MCRAE	City of Sanford	Yes
RES-3-17-27373	2321 BROWNSTONE DR SANFORD, NC 27330-	2330	186400	3/09/2017	HARRINGTON PROPERTIES OF NC, LLC		BRANDON HARRINGTON	City of Sanford	Yes

RES-3-17-27395	1853 AVENTS FERRY RD SANFORD,NC 27330-	2329	162725	3/27/2017	BRAD CUMMINGS	(919)770-4693	TODD & AMANDA ANDER	Lee County	Yes
RES-3-17-27396	277 GLENDALE CIR SANFORD,NC 27332-	2983	217880	3/17/2017	RONALD EDWARD MCCLOSKEY	(910)424-1590	RONALD MCCLOSKEY	City of Sanford	Yes
RES-3-17-27397	1469 ABERCORN LN SANFORD,NC 27330-	2554	185900	3/17/2017	SMITH DOUGLAS HOMES	(919)812-0350	SHARON PERMENTER	City of Sanford	Yes
RES-3-17-27401	119 VILLAGE DR BROADWAY,NC 27505-	2810	197670	3/17/2017	JSJ BUILDERS, INC.	(910)438-0796	JASON JOHNSON	Town of Broadway	Yes
RES-3-17-27402	115 VILLAGE DR BROADWAY,NC 27505-	3543	238270	3/17/2017	JSJ BUILDERS, INC.	(910)438-0796	JASON JOHNSON	Town of Broadway	Yes
RES-3-17-27403	120 VILLAGE DR BROADWAY,NC 27505-	2787	216855	3/17/2017	JSJ BUILDERS, INC.	(910)438-0796	JASON JOHNSON	Town of Broadway	Yes
RES-3-17-27408	137 WESTPORT PLACE SANFORD,NC 27330-	3952	283800	3/24/2017	SMITH RESIDENTIAL BUILDER LLC	(919) 353-0412	GARY MOORE	City of Sanford	Yes
RES-3-17-27409	8016 ROYAL DR SANFORD,NC 27332-	1902	136160	3/21/2017	ISRAEL LUCAS	(919)770-0902	ISRAEL S LUCAS,	Lee County	Yes
RES-3-17-27414	26 TRACEWAY NORTH SANFORD,NC 27332-	4388	293510	3/17/2017	RMR CUSTOM HOMES	(919)499-7794	RONALD GASHO	Lee County	Yes
RES-3-17-27512	1444 ABERCORN LN SANFORD,NC 27330-	2554	180895	3/30/2017	SMITH DOUGLAS HOMES	(919)812-0350	SMITH DOUGLAS HOMES	City of Sanford	Yes
RES-3-17-27513	1448 ABERCORN LN SANFORD,NC 27330-	2226	161015	3/30/2017	SMITH DOUGLAS HOMES	(919)812-0350		City of Sanford	Yes
RES-3-17-27557	503 FRANKLIN DR SANFORD,NC 27330-	2168	148010	3/31/2017	JAY J. NORRIS		NANCY A RODRIGUEZ	City of Sanford	Yes
<u>Other</u>									
Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
RES-3-17-27321	544 GOLDEN HILLS LN SANFORD,NC 27332-	0	96000	3/07/2017	GREGORY & LISA CHRISTIAN	(919)770-9660	GREGORY L & LISA N CH	Lee County	
<u>Renovation</u>									
Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
RES-2-17-27144	2726 CAMERON DR SANFORD,NC 27332-	0	0	3/28/2017	CARY RECONSTRUCTION	(919) 467-5517	FREDERICK D & BETTIE	City of Sanford	
RES-2-17-27272	6161 EDWARDS RD SANFORD,NC 27330-	0	0	3/01/2017	JASON CASTONGUAY	(919)499-7997	JASON CASTONGUAY	Lee County	

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
RES-3-17-27406	2633 BRISTOL WAY SANFORD,NC 27330-	0	0	3/30/2017	F.S., LLC (DBA) RAM JACK, LLC	(919)309-9727	MELODY ANDERSON	City of Sanford	
RES-2-17-27271	423 VALLEY RD SANFORD,NC 27330-	0	0	3/02/2017	POWER LIFT FOUNDATION REPAIR DBA BOLIN ET	(580)332-8282	MUNSEY WHEBY	City of Sanford	
RES-3-17-27387	182 TREE CUTTERS SANFORD,NC 27332-	0	0	3/20/2017	CARY RECONSTRUCTION	(919) 467-5517	ALAN L KYLES	Lee County	
RES-3-17-27392	916 STONEYBROOK DR SANFORD,NC 27330-	0	0	3/24/2017	CHRISTIE M ROBBINS	(919)353-3858	CHRISTIE M ROBBINS	City of Sanford	
RES-3-17-27394	4017 DEER TRACK TR SANFORD,NC 27332-	0	0	3/16/2017	JENKINS SERVICES, LLC	(703)450-6580	MATTHEW DICKERHOOF	Lee County	

Number of Residential Building Permit: 29

Valuation Total: \$3,125,585.00

Permits Monthly Report
 From 3/1/2017 To 3/31/2017

Sign Permit

New

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
SIGN-3-17-27316	3209 NC 87 HWY S SANFORD,NC 27330-	0	0	3/01/2017	ALLEN INDUSTRIES	(336)615-8772	LIDL US OPERATIONS	City of Sanford	
SIGN-3-17-27391	107 VANCE ST S SANFORD,NC 27330-	0	0	3/13/2017	VLO SIGNS		THOMAS SCHULZ	City of Sanford	
SIGN-3-17-27422	201 MAIN ST E SANFORD,NC 27330-	0	0	3/16/2017	HERMAN MORRIS	(919)708-5999	MANA CHRISTIAN BOOK	City of Sanford	
SIGN-3-17-27464	511 FIFTH ST S SANFORD,NC 27330-	0	0	3/20/2017	DARREN GORY	(919)762-6717	FULL ON PROPERTIES L	City of Sanford	
SIGN-3-17-27471	105 HICKORY AVE SANFORD,NC 27330-	0	0	3/20/2017	APPLIED GRAPHICS	(919)774-7446	ART SANDERS	City of Sanford	

Number of Sign Permit: 5

Valuation Total: \$0.00

Permits Monthly Report

From 3/1/2017 To 3/31/2017

Sprinkler Permit

Fire Alarm

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
SPRK-3-17-27353	807 MAIN ST SANFORD, NC 27330-	0	0	3/08/2017	GILL SECURITY SYSTEMS INC	(910)433-2868	Roy Harrington	Sanford Fire/SPRK	

Miscellaneous

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
SPRK-3-17-27419	442 CRUSADERS DR SANFORD, NC 27330-	0	0	3/15/2017	S & S ROCK SERVICE, INC.	(919)697-0620	COPPER RIDGE DEVELO	Sanford Fire/SPRK	
SPRK-3-17-27431	1495 DOUGLAS DR SANFORD, NC 27330-	0	0	3/15/2017	METROLINA SPRINKLER COMPANY (DBA)	(704)392-9376	ELITE STORAGE LLC	Sanford Fire/SPRK	
SPRK-3-17-27437	1921 BOONE TRAIL RD SANFORD, NC 27330-	0	0	3/16/2017	EAGLE FIRE, INC	(704)527-9111	PARKDALE AMERICA LL	Sanford Fire/SPRK	
SPRK-3-17-27560	0 JONES CHAPEL RD SANFORD, NC 27330-	0	0	3/30/2017	WILLIAM LONG		SWAIN LAND & TIMBER L	Sanford Fire/SPRK	

New

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
SPRK-3-17-27527	1600-1616 HORNER BLVD SANFORD, NC 27330-	0	0	3/28/2017	J & D SPRINKLER COMPANY, INC.	(919)553-2356	GERALD RHODES	Sanford Fire/SPRK	

Plan Review

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
SPRK-3-17-27343	1105 KELLY DR SANFORD, NY 27330-	0	0	3/09/2017	RACANELLI CONSTRUCTION SOUTH, INC.	(919)535-8715	CENTRAL CAROLINA TE	Sanford Fire/SPRK	
SPRK-3-17-27377	1495 DOUGLAS DR SANFORD, NC 27330-	0	0	3/09/2017	ROBERT HIGH DEVELOPMENT, LLC	(910)790-9490	ELITE STORAGE LLC	Sanford Fire/SPRK	
SPRK-3-17-27413	1013 SPRING LN SANFORD, NC 27330-	0	0	3/14/2017	SAMCO GENERAL CONTRACTORS	(336)985-5430	SPD REALTY LLC	Sanford Fire/SPRK	

Number of Sprinkler Permit: 10

Valuation Total: \$0.00

Grand Totals:	101,236 sq ft.	\$6,865,535.00	Total Permits Issued: 237
----------------------	----------------	----------------	---------------------------

Mary C. Yow, PPS
Tax Administrator
718-4661 ext. 5420

Mary Barbour
Listing Manager
718-4661 ext. 5421



Lisa Faulkner
Appraisal Manager
718-4660 ext. 5413

Denette Fitzpatrick
Collection Manager
718-4662 ext. 5423

Memo

To: John Crumpton, County Manager
From: Mary C. Yow, Tax Administrator
Date: April 7, 2017
Re: Monthly Forced Collection Efforts report for March 2017

March 2017	
Delinquent accounts researched	3447
Wage garnishments and bank attachments issued	317
Accounts Updated with Collection info	900
Debt Setoff Funds Rec'd	\$5,274.55
March total collections (all)	\$ 731,770.76
March collections for county only (G01)	\$ 470,651.88
Lien Sale Ad Prepared and Published	Sanford Herald
Payment Agreements Implemented	13
Foreclosure Sale Held	2 properties

Sanford/Lee County Zoning & Design Review Dept.

115 Chatham Street, Sanford, NC 27330 • 919-718-4656 Phone • 919-718-4637 Fax

SANFORD / LEE COUNTY / BROADWAY TECHNICAL REVIEW COMMITTEE (TRC) MEMO

TO: SANFORD / LEE COUNTY / BROADWAY TECHNICAL REVIEW COMMITTEE (TRC) MEMBERS

Sanford/Lee Co. Community Development Dept.: Marshall Downey, Director

Sanford/Lee Co. Community Development Dept.: David Montgomery, Long Range-Transportation Planner

Sanford/Lee Co. Zoning & Design Review Dept.: Alexandria Voignier, Planner II

Sanford/Lee Co. Zoning & Design Review Dept.: Amy J. McNeill, Zoning Administrator

Sanford/Lee County Building Inspections Dept.: Chris Riggins, Inspections Administrator

Sanford Public Works Dept. / Engineering Division: Michael Lamping, Civil Engineer 1

Sanford Fire Dept.: Wayne Barber, Chief & Ken Cotton, Deputy Chief / Fire Marshal

Sanford Police Dept.: Jamie Thomas, Major of Field Operations

Lee County Office of Emergency Services: Shane Seagroves, Director & Bill Rogers, Fire Marshal

Lee County Strategic Services Dept.: Don Kovasckitz, Administrator

Lee County Schools: Reid Cagle, Transportation Director & Dr. Jim Atkinson, Asst. Supt. for Aux Serv.

NCDOT: Travis Morgan, District 2 Engineer

CC: TRC "CC" Members, Project Managers/Designers

FROM: SANFORD/LEE COUNTY ZONING & DESIGN REVIEW DEPT. DATE: 03-13-2017

RE: TRC meeting on **Thursday, MARCH 30, 2017 at 9:00 am** in the Buggy Conference Room of the historic Buggy Company Building at 115 Chatham Street to review the following projects:

TRC-4-2017:

9:00AM – The Shire Subdivision – Major Subdivision

LOCATION: Lee Ave extension, Sanford, NC 27330

LEE CO. PIN NO.: 9650-57-8777-00, 9650-67-1579-00, 9650-67-2664-00

ZONING: Residential R-10 and R-20

DESCRIPTION: Major subdivision with 30 lots and two that need rezoned.

UTILITIES & ACCESS: Proposed to be served by public water & public sewer.

STREET(s): Proposed to be Public Street (maintained by the City).

NOTE(S): two parcels will need to be rezoned.

APPLICANT & PROJECT MANAGER: Brandon Martin | 919-842-4380 | bm@reachconstruct.com

DESIGNER (SITE PLAN): Ken Bright Associates, Civil Engineer

PLANNER: Alexandria Voignier, 919-718-4656, ext. 5399 or alexandria.voignier@sanfordnc.net.

JURISDICTION: City of Sanford, inside the corporate City limits

TRC-5-2017

9:20 AM – Central Dermatology – Site Plan Review

LOCATION: Lot 1 Central Drive, Sanford, NC 27330

LEE CO. PIN NO.: 9642-44-2935-00

ZONING: Office and Institutional (OI)

DESCRIPTION: Construction of a 5,600 sf new medical office building, and parking.

UTILITIES & ACCESS: Proposed to be served by public water & public sewer.

STREET(s): Existing Public Street (City maintained).

NOTE(S): Parts of the site are in the floodplain and a recombination plat is intended.

APPLICANT: Jeremy Thomas, Civil Engineer | 919-777-6010 | jthomas@jthomasengineering.com

PROJECT MANAGER: Todd Snyder | 919-718-5454 | tsnyder@progressivecci.com

DESIGNER (SITE PLAN): Jeremy Thomas, Civil Engineer

IF YOU ARE UNABLE TO ATTEND THE MEETING, PLEASE FORWARD REVIEW COMMENTS &/OR QUESTIONS TO THE PROJECT PLANNER. Thank you.

PLANNER: Alexandria Voignier, 919-718-4656, ext. 5399 or alexandria.voignier@sanfordnc.net.

JURISDICTION: City of Sanford, inside the corporate City limits

REFERENCE: SPP-119-2016 & TRC-3-2017

TRC-6-2017

9:40 AM – First Health Sanford Medical and Wellness Center – Site Plan Review

LOCATION: 2919 Beechtree Dr. Sanford, NC 27330

LEE CO. PIN NO.: 9644-43-0899-00

ZONING: Office & Institutional Conditional Zoning District (O&I-C)

DESCRIPTION: 43,000 +/- sf 3-story Medical Office and 25,000 +/- sf 1-story Wellness Center and associated parking and other infrastructure.

UTILITIES & ACCESS: Existing and proposed to be served by public water & public sewer.

STREET(S): Existing Public Street (NCDOT maintained) and private drive.

NOTE(S): Site was recently rezoned & annexed into the corporate City limits in order to develop as proposed.

APPLICANT & PROJECT MANAGER: Jay Matey, Senior Project Manager | 919-777-6010 | matey@McAdamsCo.com

CONSTRUCTION MANAGER: Matt Baker, David Moore Capital Tri.

PROPERTY OWNER: Mary Knipple

PLANNER: Alexandria Voignier, 919-718-4656, ext. 5399 or alexandria.voignier@sanfordnc.net.

JURISDICTION: City of Sanford, inside the corporate City limits



VICINITY MAP - N.T.S.

THE SHIRE SUBDIVISION PRELIMINARY PLAT SANFORD, NC

TABLE OF CONTENTS

C1 - COVER SHEET
C2 - EXISTING CONDITIONS
C3 - PRELIMINARY PLAT
C4 - PRELIMINARY PLAT AND TOPOGRAPHY



PRELIMINARY PLAT
THE SHIRE
JONESBORO TOWNSHIP
JONESBORO NORTH CAROLINA
MAP NO. 100-100-0000
(COUNTY)
THE SHIRE OF SANFORD LLC
LOCAL FILE # 100-100-0000
(FILE # 201311)

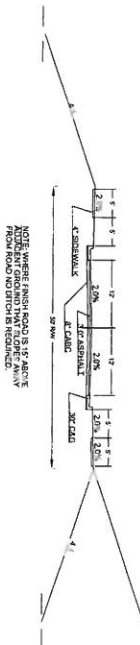
SITE DATA:
SUBJECT: 11.4 AC. ±
SUBJECT TO: 1000 sq. ft. ±
SUBJECT TO: 1000 sq. ft. ±
UNDERLIES: "OTHER STREET" - 11.30A
FILE # 100-100-0000

ZONING: 11.4 AC. ± R-10 EXIST. ZONING: 11.0 AC. ± C-2 EXIST.
MIN. FRONT YARD SETBACK: 10' MIN. FRONT YARD SETBACK: 10' ±
MIN. BUILDING SETBACK LINES: 5' ±

FRONT: 27' ± FRONT: 27' ±
SIDE: 10' ± SIDE: 10' ±
REAR: 10' ± REAR: 10' ±
CITY OF SANFORD
CITY OF SANFORD
STANDARDS
STANDARDS

REFERENCES:
1. 11.4 AC. ± LOTS IN DEVELOPMENT
2. 11.4 AC. ± LOTS IN DEVELOPMENT
3. 11.4 AC. ± LOTS IN DEVELOPMENT
4. 11.4 AC. ± LOTS IN DEVELOPMENT

NOTES:
1. EXISTING DRAINAGE PATTERNS, UTILITIES, AND SITE FEATURES FROM CITY OF SANFORD TO BE SHOWN.
2. UNDERGROUND ELECTRIC, PHONE AND CABLE.

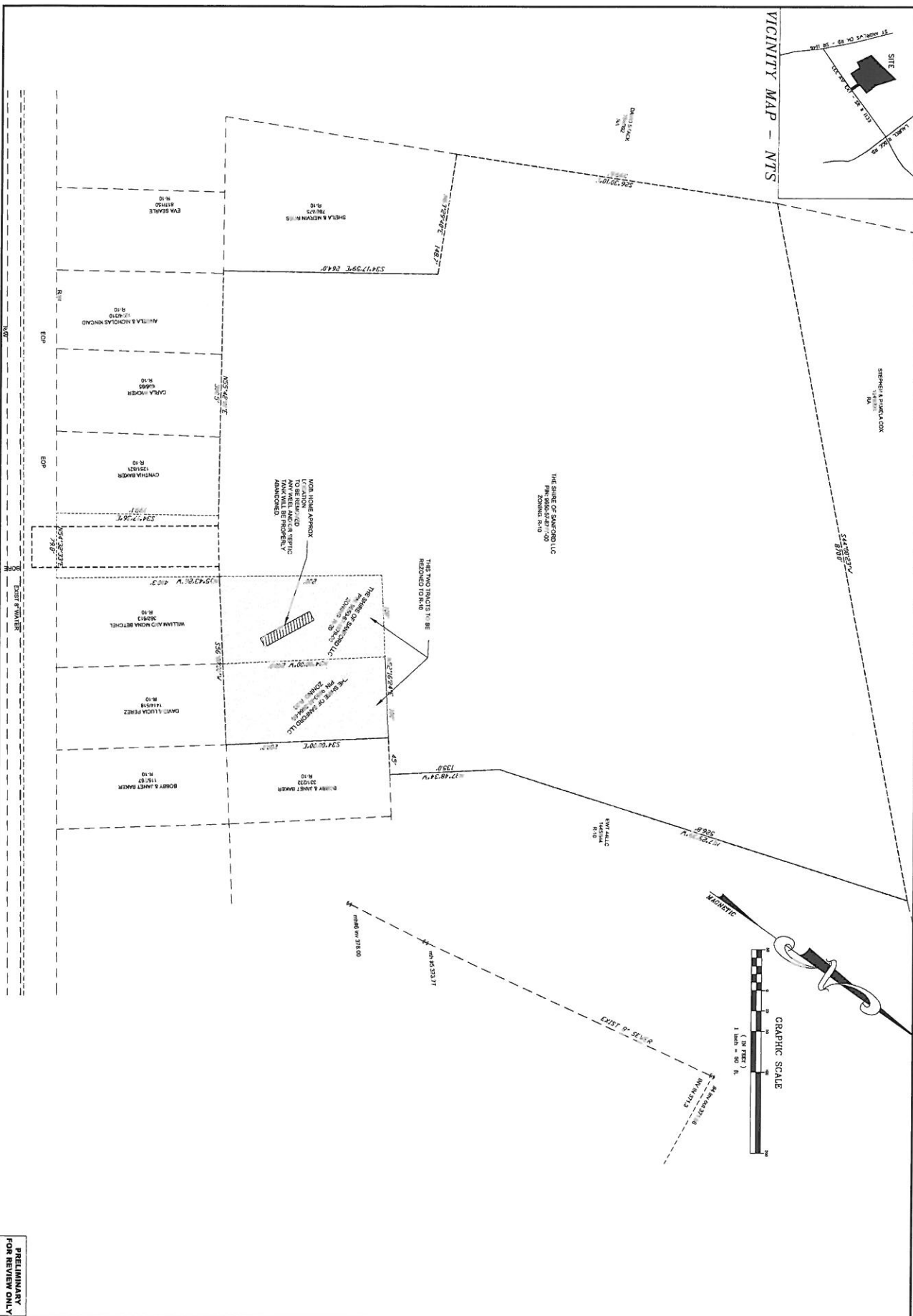


TYPICAL STREET SECTION
N.T.S.

PRELIMINARY FOR REVIEW ONLY
2017/03/01

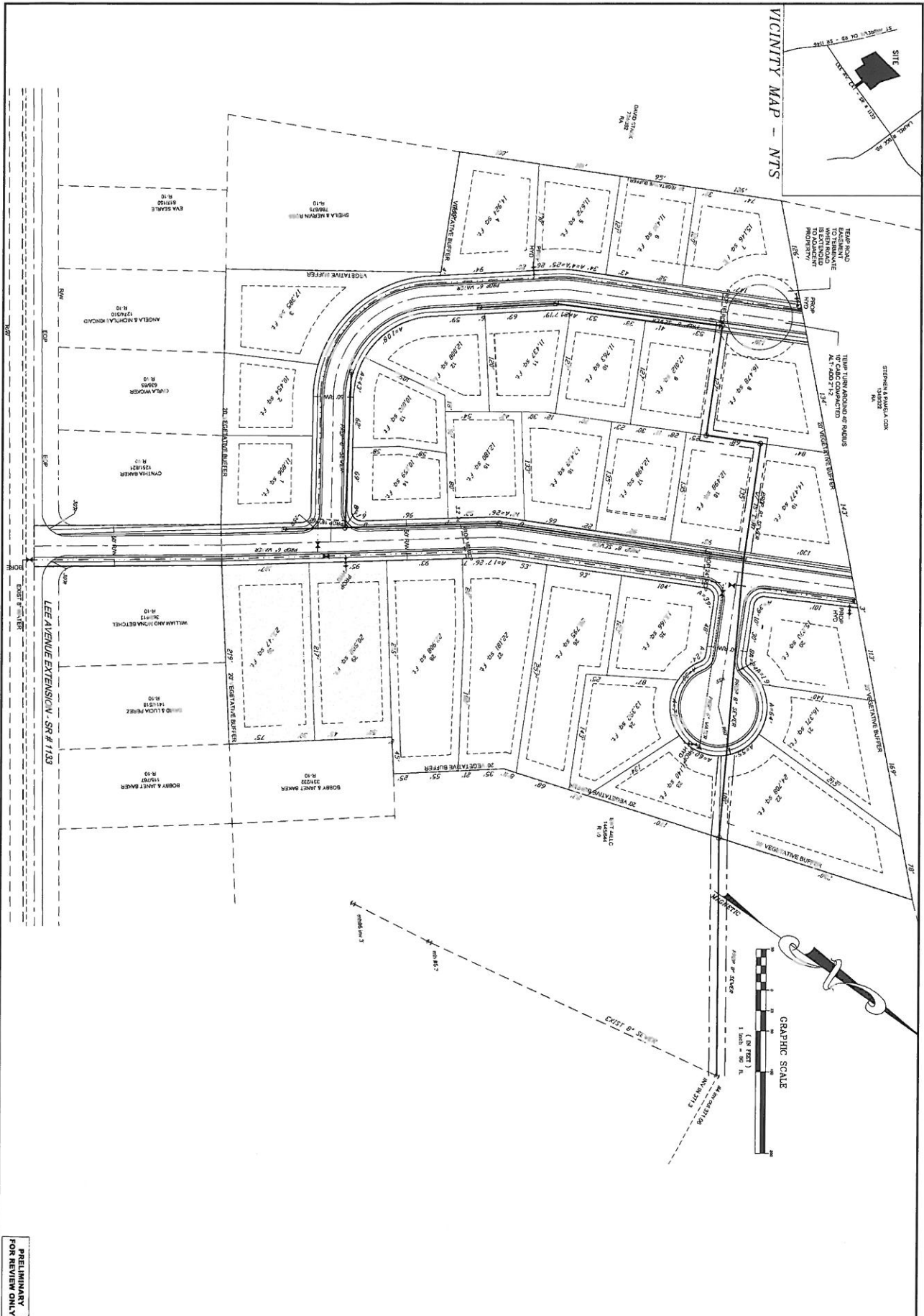
FILE: C1 4	DATE: 3/10/17	SCALE: AS SHOWN	CONTACT: MR. BRADY MARTIN SANFORD, NC 27131 313.842.0360	THIS DRAWING AND RELATED DOCUMENTS ARE THE PROPERTY OF KEN BRIGHT ASSOCIATES PLLC. ALL RIGHTS ARE RESERVED. NO PART OF THIS DRAWING OR RELATED DOCUMENTS SHALL BE LOANED, REPRODUCED, COPIED, OR IN ANY MANNER USED WITHOUT THE WRITTEN CONSENT OF KEN BRIGHT ASSOCIATES PLLC.	KEN BRIGHT ASSOCIATES PLLC CONSULTING ENGINEERS P.O. BOX 553 2305 CARTHAGE ST. SANFORD, NC 27331 PHONE: (313) 776-9444 e-mail: kbvrb@kenbrightengineering.com www.kenbrightengineering.com	REVISIONS:
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VICINITY MAP - NTS



PRELIMINARY FOR REVIEW ONLY

<p>FILE: C2</p>	<p>DATE: 3/10/17</p>	<p>SCALE: AS SHOWN</p>	<p>CONTACT: MR. BRANDON MARTIN SANFORD, NC 27331 (919) 842-4380</p>	<p>THESE DRAWINGS AND RELATED DOCUMENTS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF KEN BRIGHT ASSOCIATES, PLLC. THEY SHALL NOT BE USED, ALIENED OR REPRODUCED WITHOUT THEIR WRITTEN PERMISSION. © 2016 KEN BRIGHT ASSOCIATES, PLLC 2016</p>	<p>KEN BRIGHT ASSOCIATES PLLC P-0781 CONSULTING ENGINEERS P.O. BOX 553 2107 CANTHAGE ST. SANFORD, NC 27333 PHONE: (919) 776-3444 e-mail: kbwright@kenbrightengineering.com www.kenbrightengineering.com</p>	<p>REVISIONS:</p>
	<p> </p>					



PRELIMINARY
FOR REVIEW ONLY

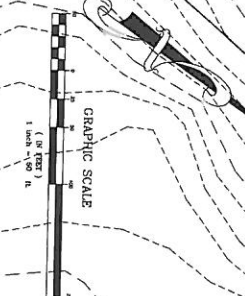
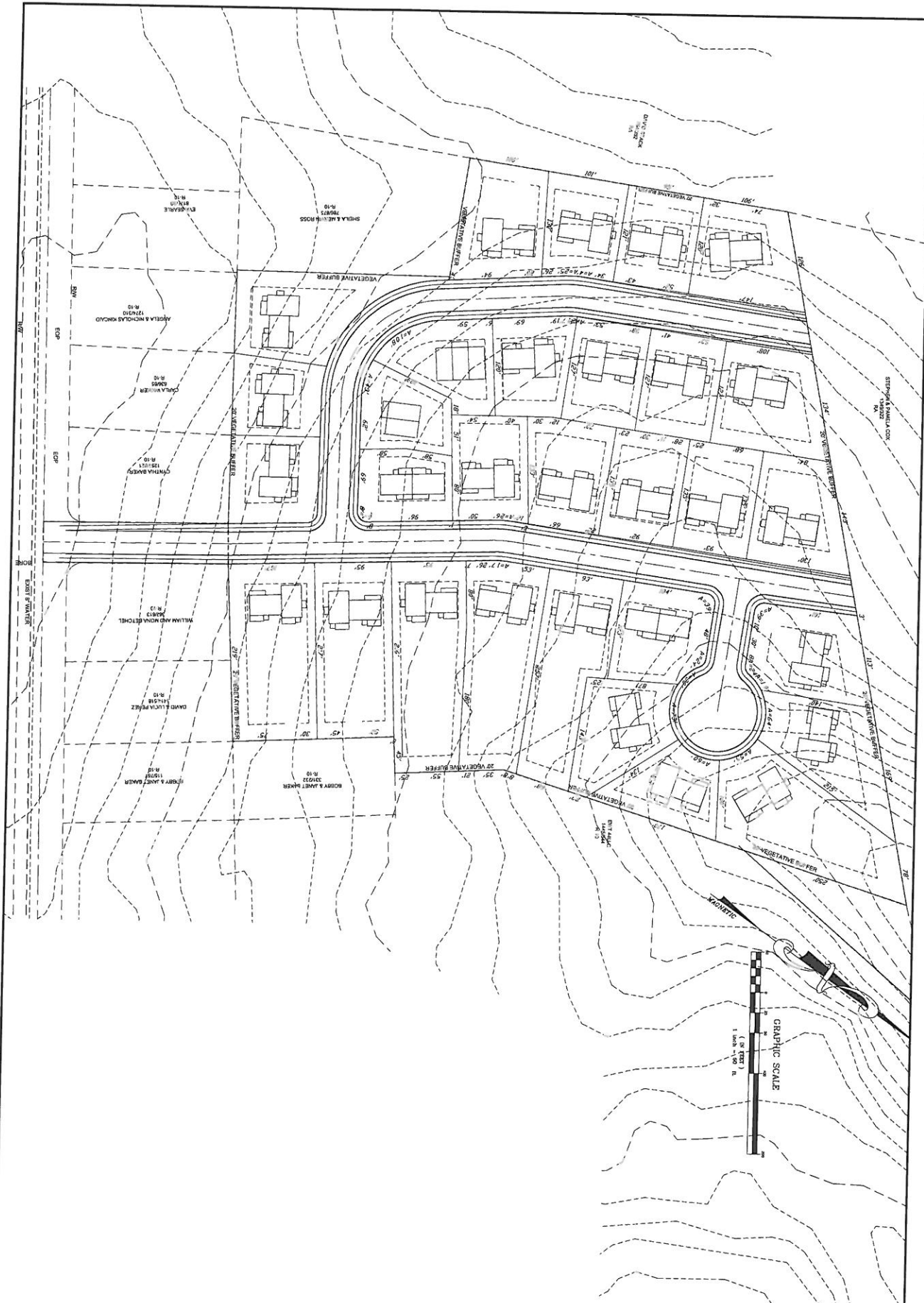


DATE: 3/1/17 SCALE: AS SHOWN CONTACT:
THE SHIRE OF SANFORD SUBDIVISION
 PRELIMINARY PLAT

MR. BRANDON MARTIN
 SANFORD, NC 27331
 (919) 542-4380

KEN BRIGHT ASSOCIATES PLLC
 P4781
 CONSULTING ENGINEERS
 P.O. BOX 553 2395 CARTHAGE ST.
 SANFORD, NC 27331
 PHONE: (919) 775-3444
 e-mail: kbright@kenbrightengineering.com
 www.kenbrightengineering.com

REVISIONS:

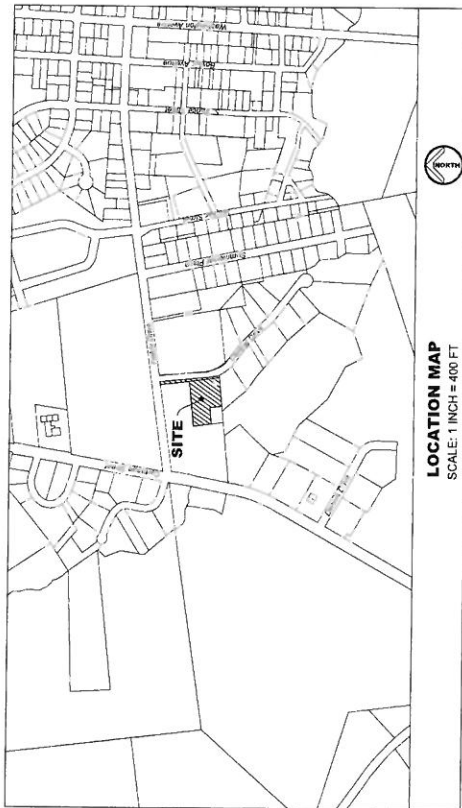


FILE: C4 2017 THE SHIRE	DATE: 3/9/17	SCALE: AS SHOWN	CONTACT: MR. BRANDON MARTIN SANFORD, NC 27331 (919) 842-4360	THESE DELINEATIONS AND RELATED DOCUMENTS ARE INSTRUMENTS OF SERVICE AND AS SUCH ARE THE PROPERTY OF KEN BRIGHT CONSULTING ENGINEERS. THEY SHALL NOT BE REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN CONSENT OF KEN BRIGHT CONSULTING ENGINEERS.	KEN BRIGHT ASSOCIATES PLLC P-0781 CONSULTING ENGINEERS P.O. BOX 553 2305 CARTHAGE ST. SANFORD, NC 27331 PHONE: (919) 776-0144 e-mail: kwbright@kenbrightengineering.com www.kenbrightengineering.com	REVISIONS:
	THE SHIRE OF SANFORD SUBDIVISION PRELIMINARY PLAT & TOPOGRAPHY					

SITE CONSTRUCTION PLANS FOR:

CENTRAL DERMATOLOGY NEW MEDICAL OFFICE AND PARKING

CENTRAL DRIVE
SANFORD, NORTH CAROLINA



OWNER

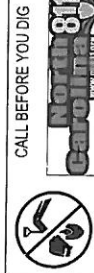
WILLGOLD DEVELOPMENT, LLC
PROJECT CONTACT: ROBIN SIGISMONDI
2275 NELSON HIGHWAY
SUITE 100
CHAPEL HILL, NC 27517
PHONE: 919-282-6536

PROJECT CONTRACTOR

PROGRESSIVE CONTRACTING COMPANY
PROJECT CONTACT: MR. TODD SNYDER
115 CHATHAM STREET, SUITE 301
SANFORD, NC 27330
PHONE: 919-718-6454
EMAIL: TSNYDER@PROGRECIIVECCI.COM

SHEET INDEX

- C1 COVER SHEET
- C2 EXISTING CONDITIONS AND DEMOLITION PLAN
- C3 SITE LAYOUT PLAN
- C4 SITE GRADING AND STORM DRAINAGE PLAN
- C5 SITE UTILITY PLAN
- C6 SCHEDULED WORK CONTROL PLAN
- C7 - C8 CONSTRUCTION DETAILS
- L1 LANDSCAPING PLAN



LEGEND OF ABBREVIATIONS

SYMBOL	ABBREVIATION	DESCRIPTION
AC	ADJUSTED CENTERLINE	
AD	ADJUSTED DRIVE	
AP	ADJUSTED PROPERTY LINE	
CP	CURB PARALLEL	
EP	EXISTING PROPERTY LINE	
FP	FINAL PROPERTY LINE	
GP	GRADING POINT	
HP	HEAD OF PAVEMENT	
IP	INLET POINT	
OP	ORIGINAL GROUND SURFACE	
TP	TYPICAL POINT	
UP	UTILITY POINT	
VP	VERTICAL CURVE	
WP	WATER POINT	
YP	YARD POINT	

LEGEND OF SYMBOLS AND LINES

LEGEND OF SYMBOLS AND LINES

- PROPERTY LINE
- ADJUSTED PROPERTY LINE
- EASEMENT
- UTILITY
- MANHOLE
- CATCH BASIN
- STORM DRAINAGE
- WATER MAIN
- SEWER MAIN
- TELEPHONE
- CABLE TV
- POWER
- GROUND SURFACE
- PROP. GROUND SURFACE
- CONTRACTOR'S GROUND SURFACE
- ADJUSTED DRIVE
- ADJUSTED CENTERLINE
- ADJUSTED PROPERTY LINE
- ADJUSTED SIDEWALK
- ADJUSTED PAVEMENT
- ADJUSTED CURB
- ADJUSTED DRIVE
- ADJUSTED CENTERLINE
- ADJUSTED PROPERTY LINE
- ADJUSTED SIDEWALK
- ADJUSTED PAVEMENT
- ADJUSTED CURB
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- ADJUSTED CURB
- ADJUSTED DRIVE
- ADJUSTED CENTERLINE
- ADJUSTED PROPERTY LINE
- ADJUSTED SIDEWALK
- ADJUSTED PAVEMENT
- ADJUSTED CURB
- ADJUSTED DRIVE

MARCH 10, 2017

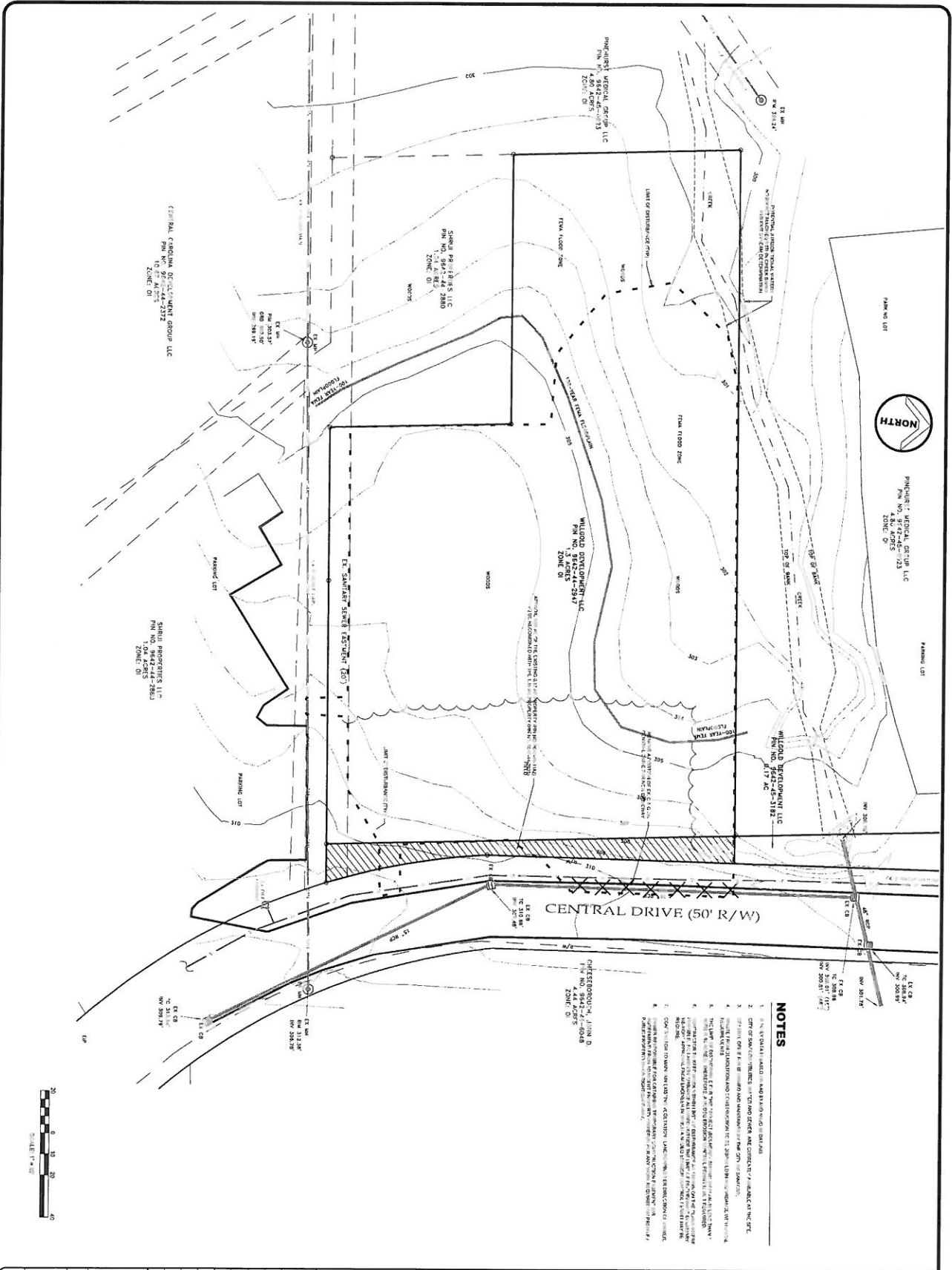
J Thomas Engineering, Inc.
civil engineering • planning

143 Charlotte Avenue, Suite 104
Sanford, North Carolina 27330
(919) 777-6010 phone
www.jthomasengineering.com
license no. C-1389



AGENCY REVIEW ONLY

Project no. 16-022



- ### NOTES
1. THE EXISTING LAYOUT OF MAJOR ROADS AND UTILITIES ARE SHOWN AS DASHED LINES.
 2. CITY OF SANFORD UTILITIES, WATER AND SEWER ARE CONTROLLED BY SANFORD CITY.
 3. EXISTING UTILITIES ARE SHOWN AS DASHED LINES. THE EXISTING UTILITIES ARE NOT TO BE MOVED.
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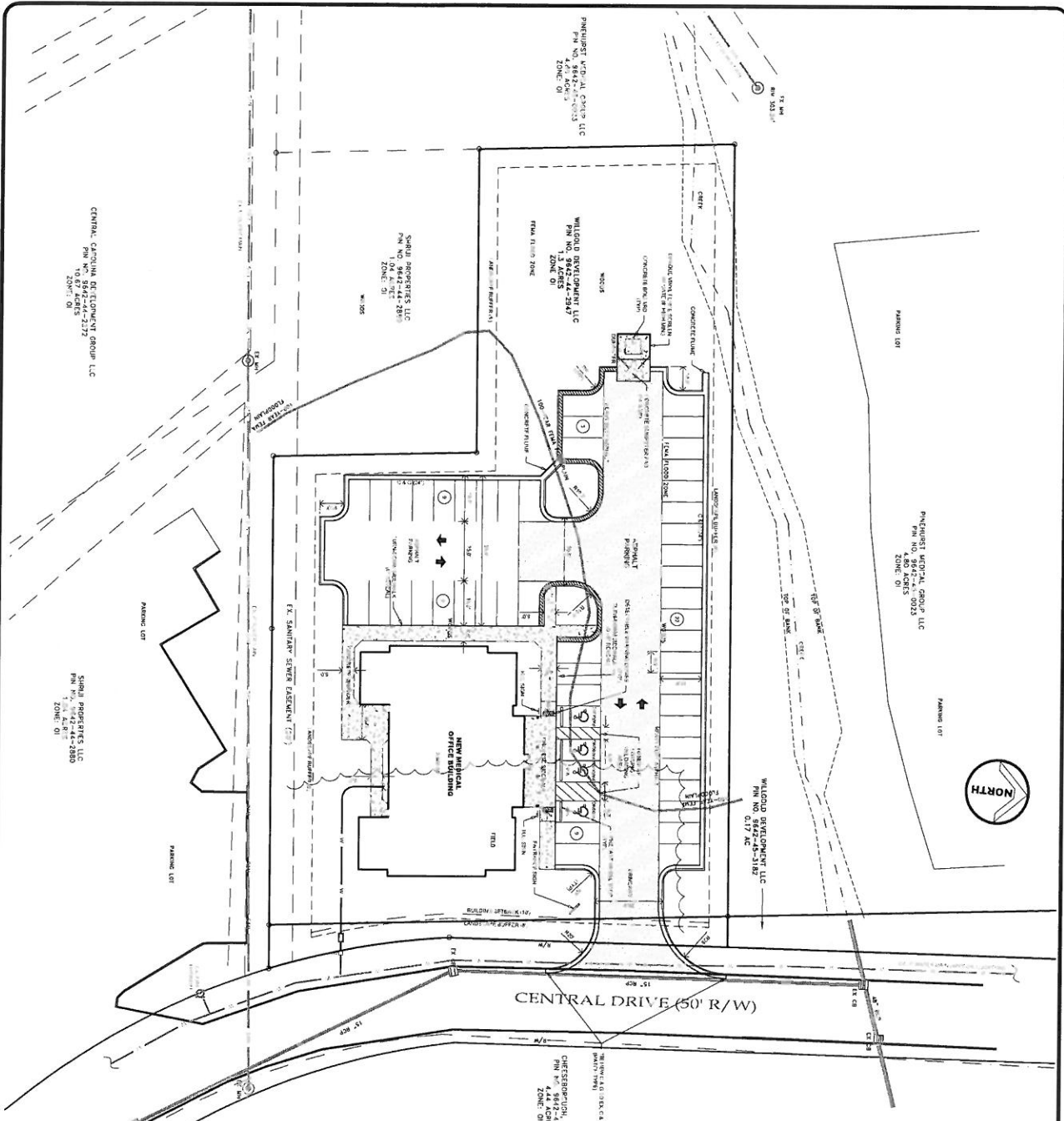
**CENTRAL DERMATOLOGY
NEW MEDICAL OFFICE AND PARKING**
**CENTRAL DRIVE
SANFORD, NORTH CAROLINA**
EXISTING CONDITIONS AND DEMOLITION PLAN

J Thomas Engineering Inc.
Professional Engineer • Planning
141 Clutter Avenue, Suite 104
Sanford, NC 28787
(719) 777-6010 phone
(719) 777-6010 fax
jthomas@jthomaseng.com
License No. C 3389

J. Thomas
Professional Engineer's Seal

AGENCY REVIEW ONLY

Project Number: 14022Date: 18 MAR 2017	Scale: C2 of 9	Drawn By: JET	Reviewed By: JET
Scale: 1" = 40'	Scale: 1" = 40'	Scale: 1" = 40'	Scale: 1" = 40'



SITE DATA

OWNER:
CENTRAL DRIVE
113 DUKELAND AVENUE, SUITE 104
SANFORD, NORTH CAROLINA 28580
PHONE: 771-4610
WWW.CENTRALDRIVE.COM

DESIGNER:
J. THOMAS E. ENGINEERING, INC.
113 DUKELAND AVENUE, SUITE 104
SANFORD, NORTH CAROLINA 28580
PHONE: 771-4610
WWW.JTHEENGINEERING.COM

PROJECT LOCATION: 113 DUKELAND AVENUE, SUITE 104, SANFORD, NC 28580

PERMIT INFORMATION:
1. PERMIT NO. 14-022
2. PERMIT DATE: 10/15/2014

NOTES:

1. THE SITE PLAN IS FOR THE PROPOSED NEW MEDICAL OFFICE AND PARKING LOT. THE SITE PLAN IS SUBJECT TO THE CITY OF SANFORD, NORTH CAROLINA, ZONING ORDINANCE AND THE CITY OF SANFORD, NORTH CAROLINA, SUBDIVISION ORDINANCE. THE CITY OF SANFORD, NORTH CAROLINA, ZONING ORDINANCE IS LOCATED AT: WWW.CITYOFSANFORD.ORG/ZONING
2. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTERLINE OF THE LOT OR TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT OR TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.
4. THE PROPOSED NEW MEDICAL OFFICE AND PARKING LOT IS TO BE CONSTRUCTED ON THE WEST SIDE OF CENTRAL DRIVE, BETWEEN DUKELAND AVENUE AND WILDLAND DRIVE.
5. THE PROPOSED NEW MEDICAL OFFICE AND PARKING LOT IS TO BE CONSTRUCTED ON THE WEST SIDE OF CENTRAL DRIVE, BETWEEN DUKELAND AVENUE AND WILDLAND DRIVE.
6. THE PROPOSED NEW MEDICAL OFFICE AND PARKING LOT IS TO BE CONSTRUCTED ON THE WEST SIDE OF CENTRAL DRIVE, BETWEEN DUKELAND AVENUE AND WILDLAND DRIVE.
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10. THE PROPOSED NEW MEDICAL OFFICE AND PARKING LOT IS TO BE CONSTRUCTED ON THE WEST SIDE OF CENTRAL DRIVE, BETWEEN DUKELAND AVENUE AND WILDLAND DRIVE.



**CENTRAL DERMATOLOGY
NEW MEDICAL OFFICE AND PARKING**
CENTRAL DRIVE
SANFORD, NORTH CAROLINA

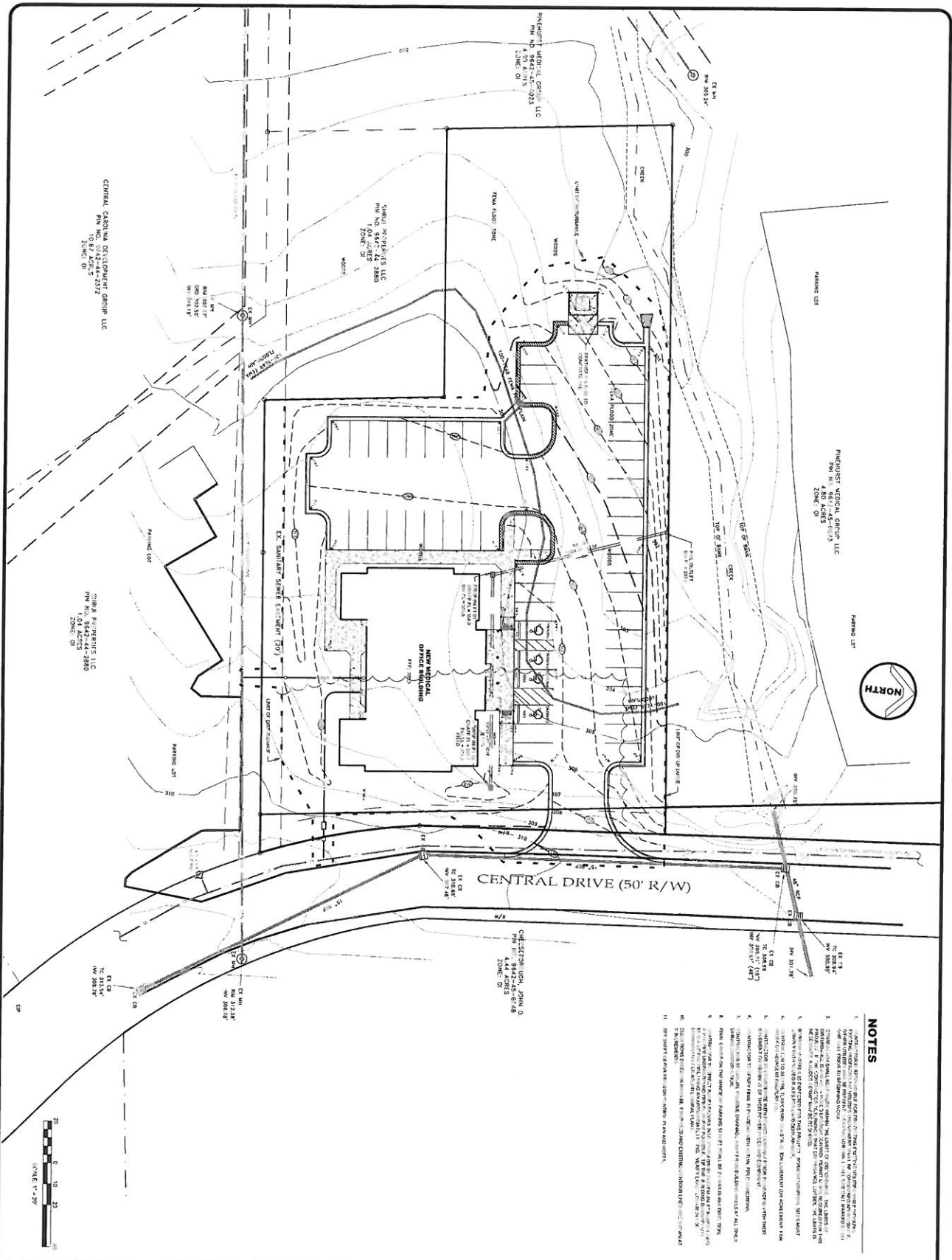
SITE LAYOUT PLAN

J. Thomas E. Engineering, Inc.
Professional Engineer's Seal
113 DUKELAND AVENUE, SUITE 104
SANFORD, NORTH CAROLINA 28580
PHONE: 771-4610
WWW.JTHEENGINEERING.COM

PROFESSIONAL ENGINEER'S SEAL

Signature: *[Handwritten Signature]*

AGENCY REVIEW ONLY	
DATE	REVIEWED BY
14-022	JET
18 MAR 2017	JET



NOTES

1. ALL ELEVATIONS ARE IN FEET UNLESS OTHERWISE NOTED.
2. FINISH GRADE IS TO BE SHOWN BY A DOTTED LINE.
3. EXISTING ELEVATIONS ARE SHOWN BY A SOLID LINE.
4. PROPOSED ELEVATIONS ARE SHOWN BY A DASHED LINE.
5. PROPOSED ELEVATIONS ARE SHOWN BY A DOTTED LINE.
6. PROPOSED ELEVATIONS ARE SHOWN BY A DASHED LINE.
7. PROPOSED ELEVATIONS ARE SHOWN BY A DOTTED LINE.
8. PROPOSED ELEVATIONS ARE SHOWN BY A DASHED LINE.
9. PROPOSED ELEVATIONS ARE SHOWN BY A DOTTED LINE.
10. PROPOSED ELEVATIONS ARE SHOWN BY A DASHED LINE.
11. PROPOSED ELEVATIONS ARE SHOWN BY A DOTTED LINE.

AGENCY REVIEW ONLY

DATE: _____

BY: _____

DATE: _____

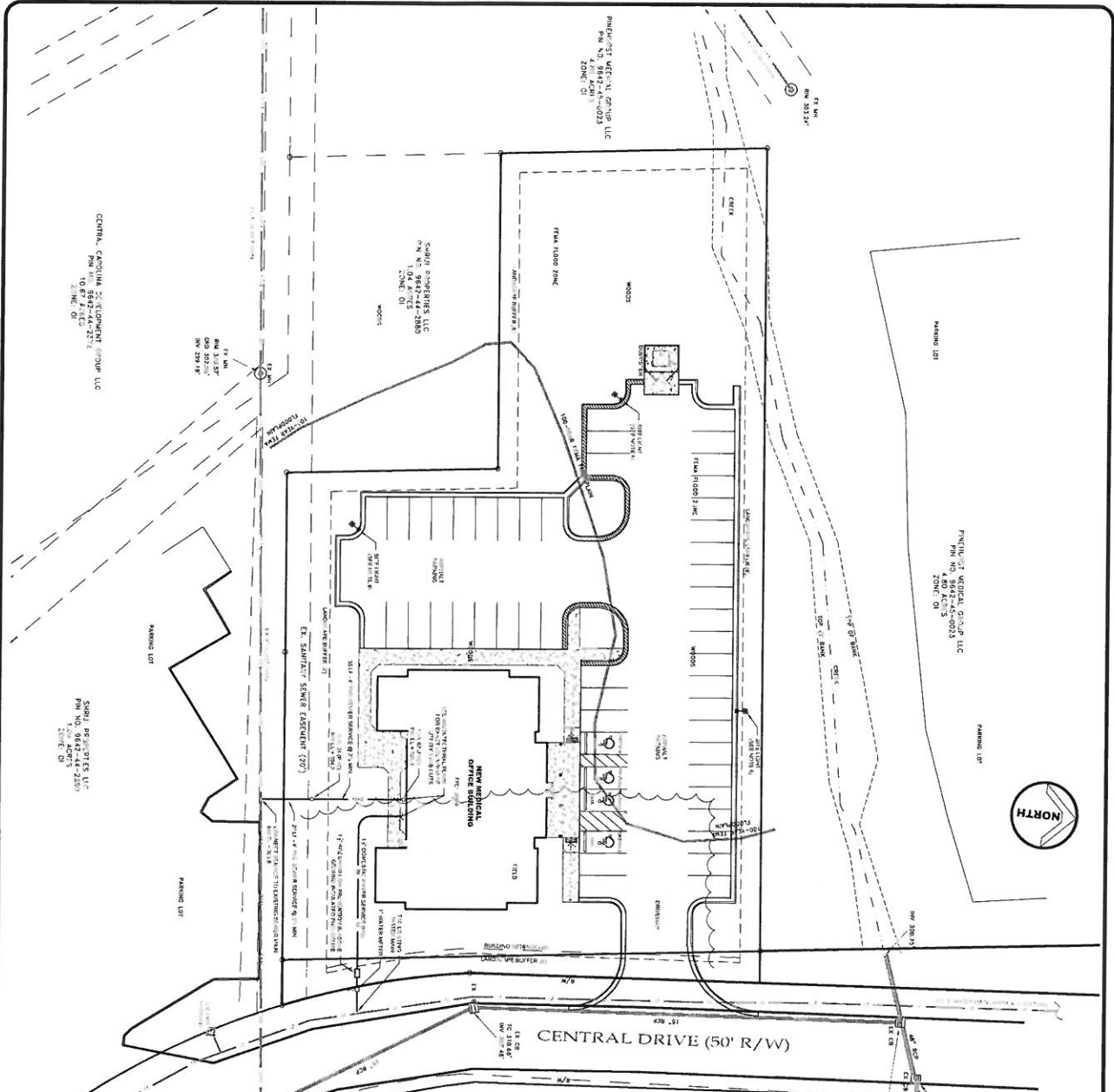
CENTRAL DERMATOLOGY NEW MEDICAL OFFICE AND PARKING

CENTRAL DRIVE
SANFORD, NORTH CAROLINA

SITE GRADING AND STORM DRAINAGE PLAN

JThomas Engineering, Inc.

113 Charlotte Avenue, Suite 104
Sanford, North Carolina 27330
(717) 776-0819
www.jthomaseng.com
License No. C389



NOTES

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA.
2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
3. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL UTILITIES DAMAGED DURING CONSTRUCTION.

OWNER: JOHN D. SANDERSON, JR.
PIN NO. 8842-44-215
ZONE: O1

UTILITY / INFRASTRUCTURE OWNERS

WATER: CITY OF SANFORD
SEWER: CITY OF SANFORD
STREET LIGHTS: CITY OF SANFORD
POWER: DUCHESS POWER
GAS: DUCHESS ENERGY



**CENTRAL DERMATOLOGY
NEW MEDICAL OFFICE AND PARKING**

**CENTRAL DRIVE
SANFORD, NORTH CAROLINA**

SITE UTILITY PLAN

PROFESSIONAL ENGINEER'S SEAL

[Professional Engineer Seal]
5/17/17

J Thomas Engineering, Inc.
Civil Engineering • Planning

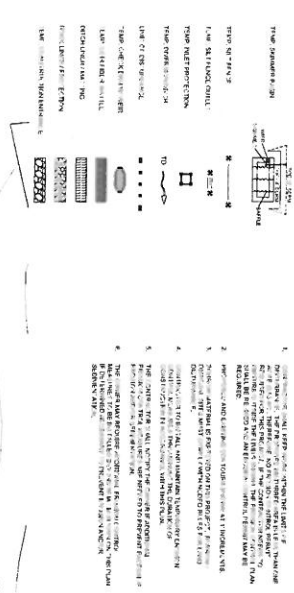
101 Rudolph Avenue, Suite 104
Sanford, North Carolina 27330
(919) 777-4010 Phone
jthomas@jthomaseng.com
4800 Pinecroft Road, Suite 200
Sanford, NC 27330

AGENCY REVIEW ONLY

Project No:	16022
Date:	16 MAR 2017
Sheet No:	9 of 9
Scale:	SEE SCALE BAR
Drawn By:	JFT
Checked By:	JFT
Reviewed By:	JFT

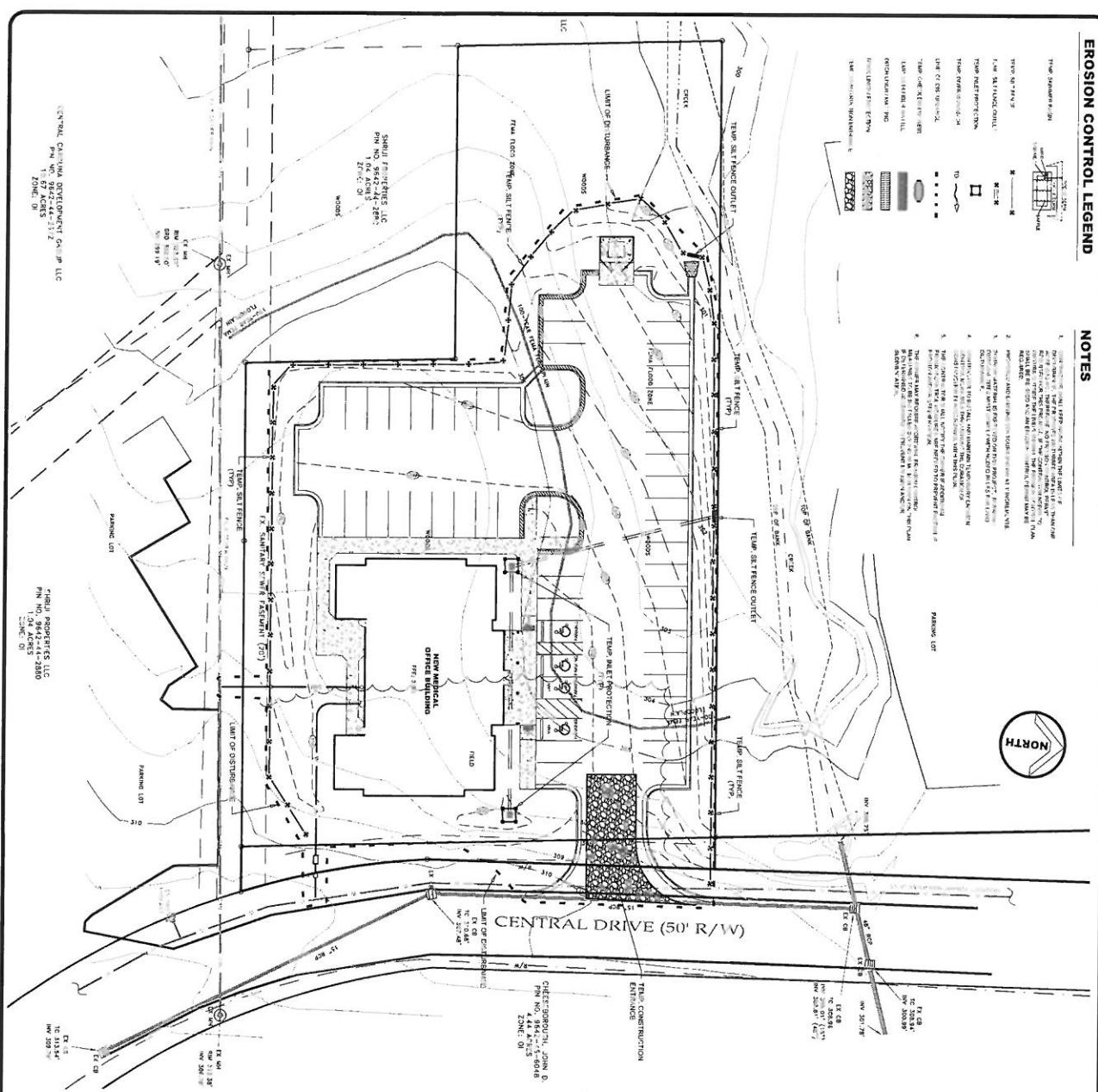
REVISIONS

EROSION CONTROL LEGEND



NOTES

1. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
2. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF ANY EROSION-CAUSING ACTIVITY.
3. EROSION CONTROL MEASURES SHALL BE MAINTAINED AND REPAIRED AS NEEDED THROUGHOUT THE CONSTRUCTION PERIOD.
4. EROSION CONTROL MEASURES SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF THE WORK TO WHICH THEY ARE APPLIED.
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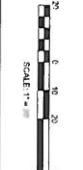


CENTRAL DERMATOLOGY DEVELOPMENT, LLC
PIN NO. 2014-0001
ZONE: O1

SHUBI PROPERTIES, LLC
PIN NO. 2014-0002
ZONE: O1

- CONSTRUCTION SEQUENCE**
1. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
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- MAINTENANCE PLAN**
1. EROSION CONTROL MEASURES SHALL BE MAINTAINED AND REPAIRED AS NEEDED THROUGHOUT THE CONSTRUCTION PERIOD.
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- DESIGNED PROFESSIONAL**
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 10. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
- SEEDING / SOIL STABILIZATION**
1. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
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AGENCY REVIEW ONLY

Scale: SEE SCALE BAR

Sheet: C6 of 9

Project Number: 14402

Date: 19 MAR 2017

**CENTRAL DERMATOLOGY
NEW MEDICAL OFFICE AND PARKING**

**CENTRAL DRIVE
SANFORD, NORTH CAROLINA**

SITE EROSION CONTROL PLAN

JThomas Engineering, Inc.

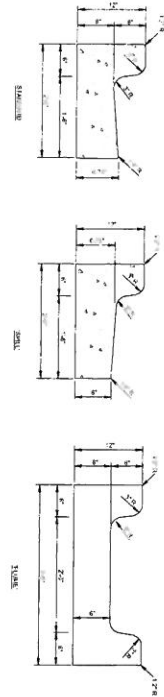
143 Charlotte Avenue, Suite 104
Sanford, North Carolina 27330
www.jthomaseng.com
Phone: 704.778.0100
License No. C-3189

PROFESSIONAL ENGINEER'S SEAL

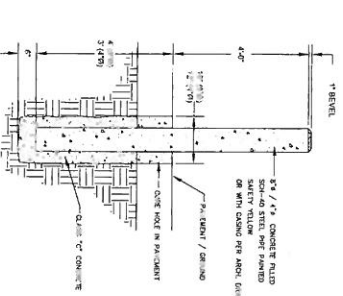
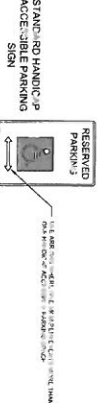
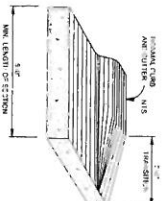


A-7 ASPHALT PAVEMENT (LIGHT DUTY)

B-7 ASPHALT PAVEMENT (HEAVY DUTY)



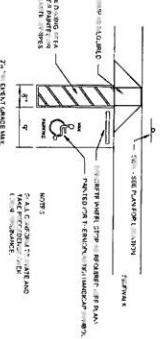
- 1. CURB SHALL BE CONCRETE, 18" HIGH AND 8" WIDE.
- 2. GUTTER SHALL BE 4" DEEP AND 12" WIDE.
- 3. GUTTER SHALL BE 1/2" SLOPE TO THE STREET.
- 4. CURB SHALL BE 1/8" SLOPE TO THE GUTTER.



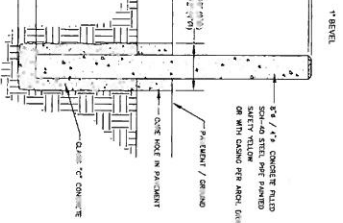
- 1. CURB SHALL BE 12" HIGH AND 4" WIDE.
- 2. GUTTER SHALL BE 4" DEEP AND 12" WIDE.
- 3. CURB SHALL BE 1/8" SLOPE TO THE STREET.



- 1. CURB SHALL BE CONCRETE, 18" HIGH AND 8" WIDE.
 - 2. GUTTER SHALL BE 4" DEEP AND 12" WIDE.
 - 3. GUTTER SHALL BE 1/2" SLOPE TO THE STREET.
 - 4. CURB SHALL BE 1/8" SLOPE TO THE GUTTER.
 - 5. CURB SHALL BE 1/8" SLOPE TO THE STREET.
- I-7 CONCRETE SIDEWALK (SITE)**



F-7 BOLLARD



J-7 THOMAS ENGINEERING, INC.

141 Charlotte Avenue, Suite 400
Sanford, North Carolina 27330
8191 777-6010 phone
jts@thomaseg.com
thomaseng.com

PROFESSIONAL ENGINEER'S SEAL

3/10/17

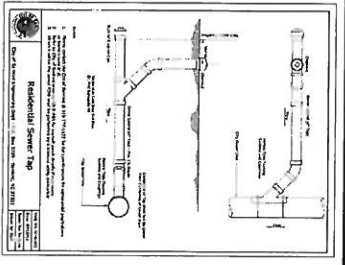
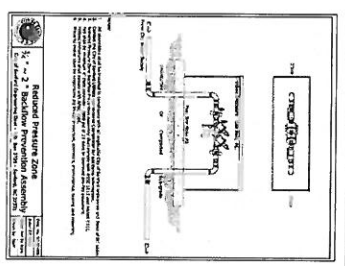
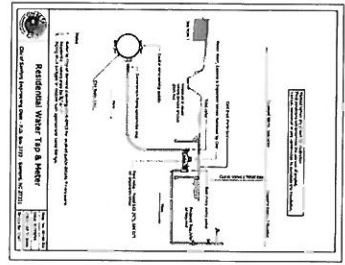
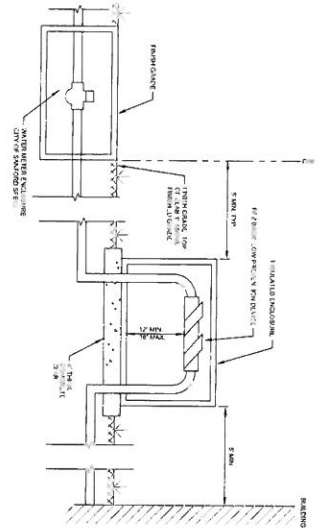
**CENTRAL DERMATOLOGY
NEW MEDICAL OFFICE AND PARKING**

**CENTRAL DRIVE
SANFORD, NORTH CAROLINA**

CONSTRUCTION DETAILS

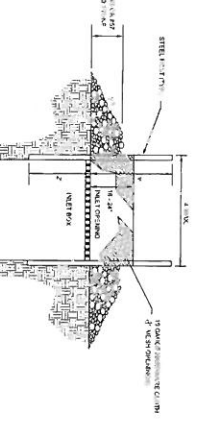
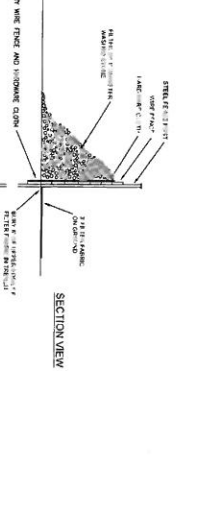
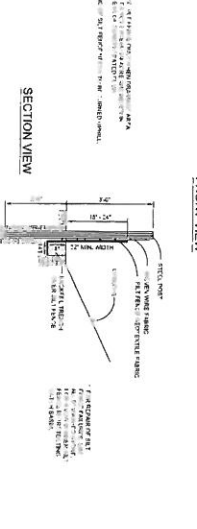
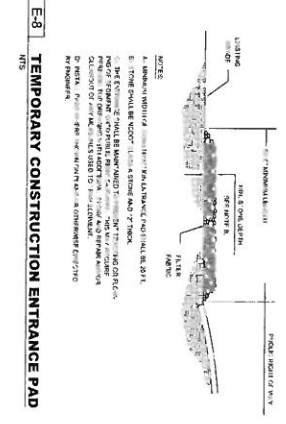
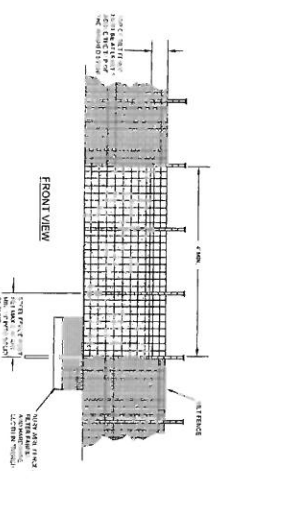
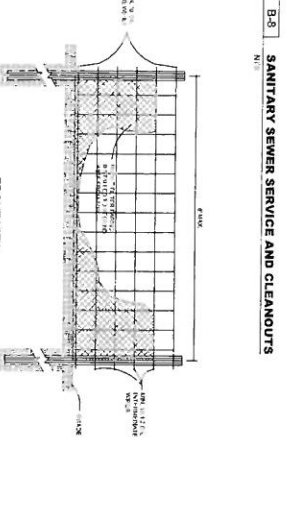
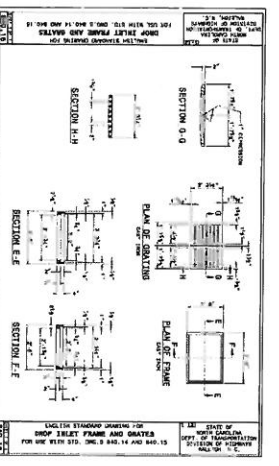
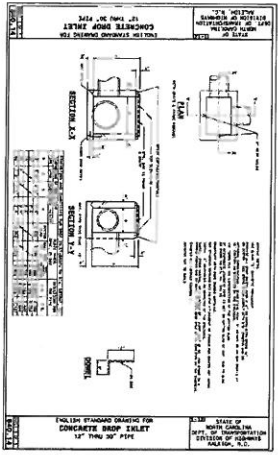
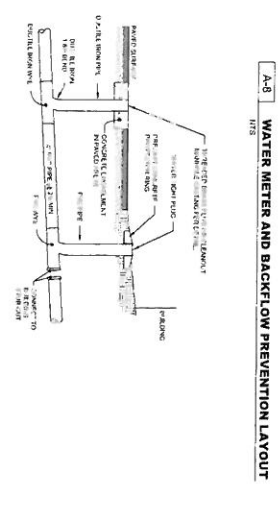
AGENCY REVIEW ONLY

Drawn by:	JRT
Checked by:	JRT
Designed by:	JRT
Reviewed by:	JRT
Proj. No.:	18023
Rev.:	09
Date:	18 MAR 2017



THOMAS ENGINEERING, INC.
 141 Doughty Lane, Suite 100
 Sanford, North Carolina 27330
 Phone: 777.4910 phone
 jthomas@thomaseg.com
 Website: www.thomaseg.com
 License No. C7389

PROFESSIONAL ENGINEERS SEAL
 [Signature]
 5/16/17



CENTRAL DERMATOLOGY
NEW MEDICAL OFFICE AND PARKING
 CENTRAL DRIVE
 SANFORD, NORTH CAROLINA

CONSTRUCTION DETAILS

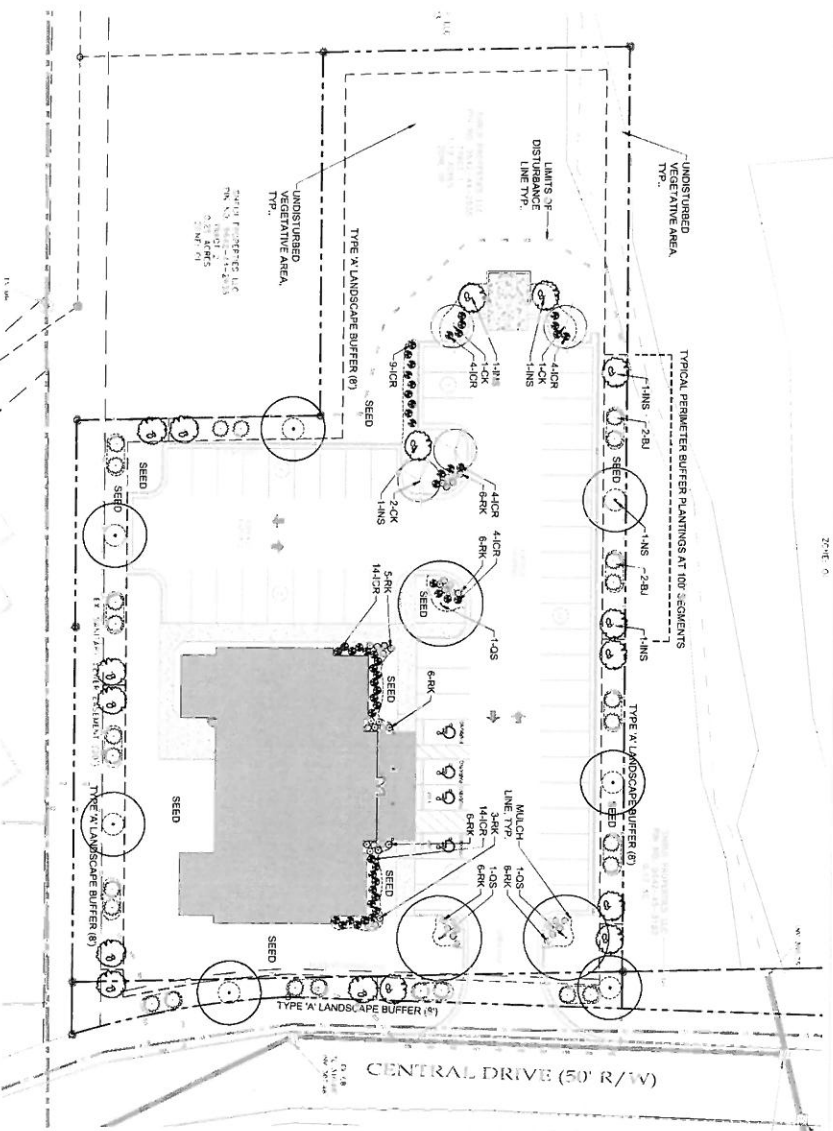
REVISIONS

NO.	DATE	DESCRIPTION

AGENCY REVIEW ONLY	
Reviewed By:	JIT
Checked By:	JIT
Design By:	JIT

Project Number:	18-022
Scale:	1" = 10'-0"
Sheet Number:	9 of 9
Date:	19 MAR 2017

F:\2017\18-022\18-022-01\DWG\CONSTRUCTION\CONSTRUCTION DETAILS\CDM-CENTRAL.DWG PLOT DATE 19-MAR-2017



SCALE: 1" = 10'-0"

BUFFER AND PARKING AREA LANDSCAPE PLAN

PLANT LIST

PLANT TYPE	PLANT NAME	QUANTITY	SIZE @ PLANTING	NOTES
CONDOMINIUM PLANTS	Plant Name	Quantity	Size @ Planting	Notes
PARKING AREA	Plant Name	Quantity	Size @ Planting	Notes
LANDSCAPE BUFFER (A)	Plant Name	Quantity	Size @ Planting	Notes
LANDSCAPE BUFFER (B)	Plant Name	Quantity	Size @ Planting	Notes

GENERAL LAYOUT AND SPECIFICATIONS

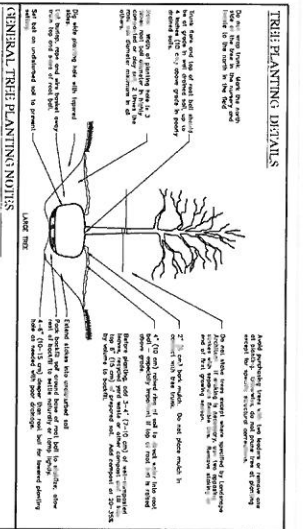
1. All plants shall be installed in accordance with the manufacturer's instructions.

2. All plants shall be installed in accordance with the local jurisdiction's requirements.

3. All plants shall be installed in accordance with the project's specifications.

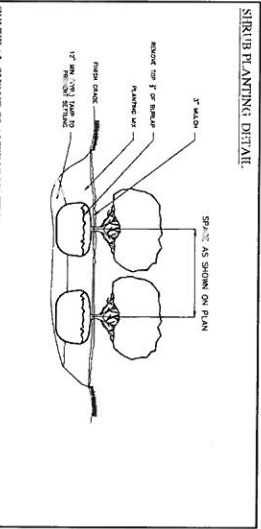
4. All plants shall be installed in accordance with the project's schedule.

5. All plants shall be installed in accordance with the project's budget.



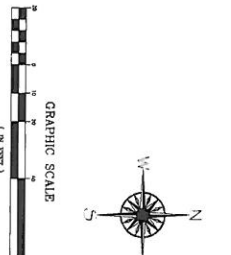
GENERAL TREE PLANTING NOTES

1. All plants shall be installed in accordance with the manufacturer's instructions.
2. All plants shall be installed in accordance with the local jurisdiction's requirements.
3. All plants shall be installed in accordance with the project's specifications.
4. All plants shall be installed in accordance with the project's schedule.
5. All plants shall be installed in accordance with the project's budget.



GENERAL SHRUB PLANTING NOTES

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2. All plants shall be installed in accordance with the local jurisdiction's requirements.
3. All plants shall be installed in accordance with the project's specifications.
4. All plants shall be installed in accordance with the project's schedule.
5. All plants shall be installed in accordance with the project's budget.



TONY M. TATE LANDSCAPE ARCHITECTURE, PA
311 SOUTH MAIN STREET, SUITE 200, DURHAM, NC 27601
P: (919) 484-8886 | F: (919) 484-8883 | E: tony@tmtd.com

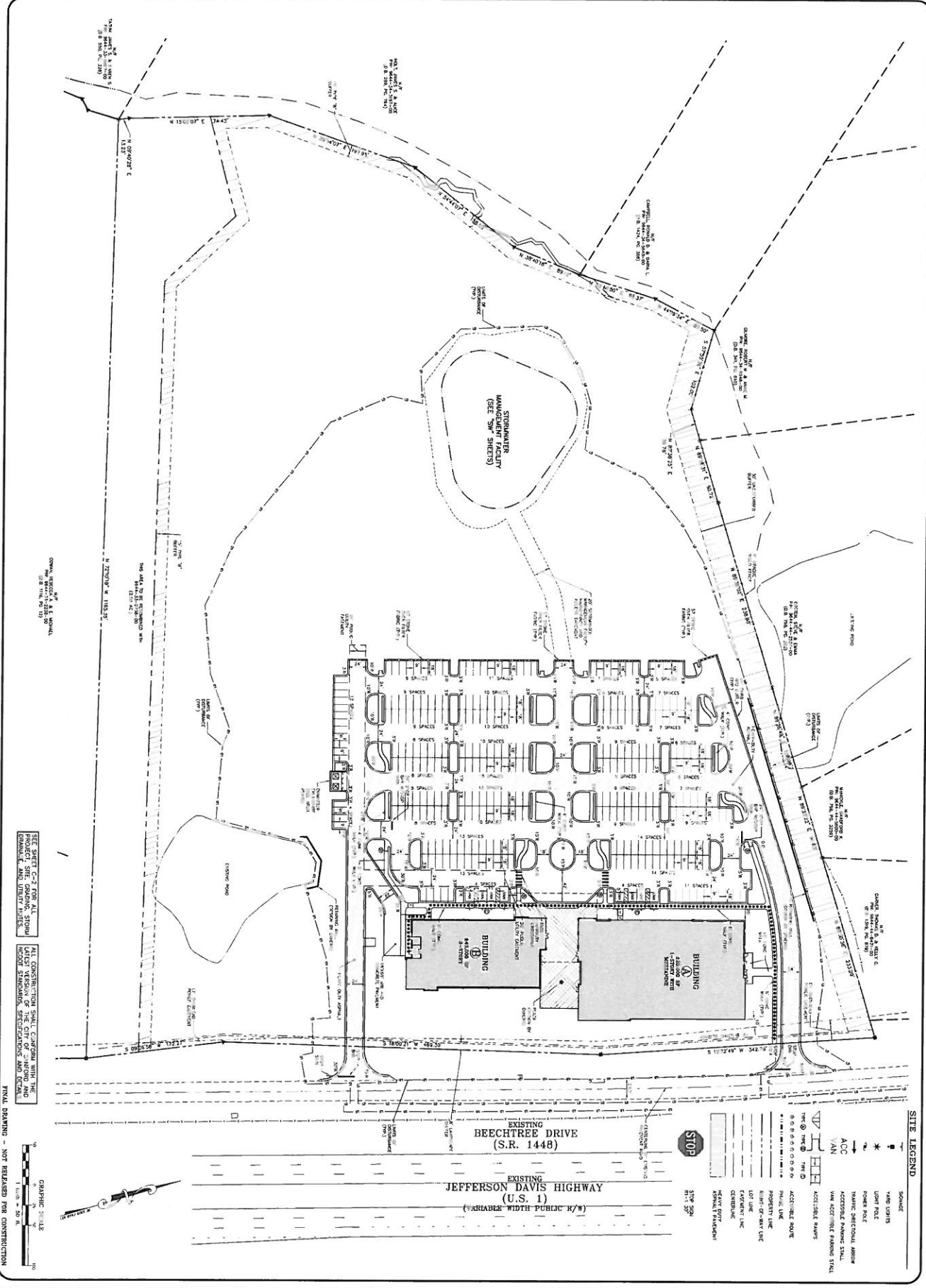
J Thomas Engineering, Inc.
143 South Main Street, Suite 104
Durham, NC 27601
P: (919) 777-6910
www.jthomaseengineering.com

LANDSCAPE PLAN
CENTRAL DERMATOLOGY
Durham, North Carolina

REVISIONS:

DATE: 11-17-17
SHEET: 1-1

K:\Projects\14\14021\14021.dwg (Civil) - Drawing: 14021-01.dwg, 3/9/2017 10:21:44 AM, Hughes, Kish



SEE SHEET C-2 FOR ALL STIPPLED BOUNDARIES AND UTILITY LOCATIONS.

ALL CONSTRUCTION SHALL CONFORM WITH THE LATEST STANDARD SPECIFICATIONS AND DETAILS.

FINAL DRAWING - NOT RELEASED FOR CONSTRUCTION

GRAPHIC SCALE
1" = 50'

SITE LEGEND

- SPUR
- VARD DRIVE
- UTILITY
- POWER POLE
- PROPERTY LINE
- ACCESSIBLE PARKING SPACES
- NEW ACCESSIBLE PARKING SPACE
- ACCESSIBLE DRIVEWAYS
- ACCESSIBLE DRIVE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- UTILITY LINE
- CEMENT
- HEAVY DUTY ASPHALT PAVEMENT

STOP
SITE 220

MCADAMS

C-3

DATE: 02-17-17

SCALE: 1"=50'

FirstHealth of the Carolinas
SANFORD MEDICAL AND WELLNESS CENTER
SITE PLAN AND CONSTRUCTION DRAWINGS
SANFORD, NORTH CAROLINA

DEVELOPER:
DAVIS MOORE ACQUISITIONS, LLC
610 EAST MOREHEAD STREET,
SUITE 320
CHARLOTTE, NC 28202

REVISED:
2017-02-13 FIRST SUBMIT



MCADAMS

THE JOY R. MCADAMS
COMPANY, INC.
2805 Meridian Parkway
Durham, North Carolina 27713
Landscape Architects
(910) 753-6646 • McAdamsCo.com



Judge halts excavation at coal ash storage sites in Chatham and Lee counties

Thursday

Posted Apr 6, 2017 at 1:13 PM

Updated Apr 6, 2017 at 6:36 PM

By

Staff writer

[Follow](#)

PITTSBORO — A judge ruled last week that digging must stop at coal ash storage sites in Chatham and Lee counties, an environmental group said.

The March 31 ruling by Judge Carl R. Fox in Chatham County Superior Court says permits allowing for mines at the two sites to be reclaimed through coal ash storage were improperly issued by the state Department of Environmental Quality, according to a statement released by the Blue Ridge Environmental Defense League. The organization and two of its chapters — Chatham Citizens Against Coal Ash Dump and EnvironmentalLee — filed suit in 2015 challenging the permits.

Fox's order revokes the permits, but allows for coal ash to be stored at the two sites in areas that have already been excavated.

Duke Energy is planning to store about 12 million tons of coal ash at the Brickhaven Mine near Moncure. The company had planned to move about 8 million tons of coal ash to an abandoned mine site in the Lee County community of Colon, but said in December that the location had become a contingency site.

The ruling by Fox says the state acted outside its jurisdiction when it allowed for parts of the sites that have not been mined to be used for coal ash storage.

Mining does not include excavation for purposes other than mining, it said.

“The use of coal as structural fill can only be used for genuine mine reclamation and not as a scheme to dispose of coal ash,” it said.

Bridget Munger, a spokeswoman for the state Department of Environmental Quality, issued a one-sentence statement late Thursday afternoon about the ruling.

“The N.C. Department of Environmental Quality and N.C. Department of Justice have received the Superior Court judge’s order regarding the Brickhaven and Colon sites and are reviewing the order to determine its implications and what it will mean moving forward,” she said.

Therese Vick, a community organizer for the Blue Ridge Environmental Defense League, said the organization is delighted with the ruling. She said some areas of the sites had already been reclaimed or had never been mined.

“We felt from the first that the mine reclamation was ludicrous,” she said.

About 3.5 million tons of coal ash have been moved to the Chatham County site, according to Jeff Brooks, a Duke Energy spokesman.

“Structural fills like the Brickhaven Mine project are an important part of our strategy to meet aggressive deadlines to excavate ash basins at four plants as required by state law,” Brooks said in a written statement. “We are hopeful that this matter can be resolved quickly, and we can continue our work to safely close ash basins in ways that protect the public, the environment and the costs our customers pay.”

Coal ash is the waste product from burning coal to produce power. It contains toxic heavy metals such as mercury, lead and arsenic.

Duke Energy’s coal ash sites came under scrutiny in February 2014 when a spill at one of its facilities in Eden coated the Dan River with nearly 40,000 tons of coal ash.

Charah, a Louisville, Kentucky-based company with a regional headquarters in Charlotte, is responsible for moving the ash and building the facility in Chatham County to store it. The company started taking material from Duke Energy’s Riverbend Steam Station in Mount Holly and from the Sutton Plant in Wilmington in October 2015.

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
16 CVS 386

ENVIRONMENTALEE, CHATHAM CITIZENS)
AGAINST COAL ASH DUMP, AND BLUE)
RIDGE ENVIRONMENTAL DEFENSE)
LEAGUE, INC.)
Petitioners)

v.)

ORDER ON JUDICIAL REVIEW

N.C. DEPARTMENT OF ENVIRONMENT)
AND NATURAL RESOURCES, DIVISION)
OF WASTE MANAGEMENT, AND DIVISION)
OF ENERGY, MINERAL AND LAND)
RESOURCES,)
Respondents)

and)

GREEN MEADOW, LLC AND CHARAH, INC.)
Respondent-Intervenors)

THIS MATTER CAME ON FOR HEARING before the undersigned Superior Court Judge Presiding during the 14 November 2016 Civil Session of Chatham County Superior Court upon a Petition for Judicial Review filed by Petitioners EnvironmentalLEE, Chatham Citizens Against Coal Ash Dump, and the Blue Ridge Environmental Defense League, Inc. Mr. John D. Runkle appeared on behalf of Petitioners, Mr. Daniel S. Hirschman appeared on behalf of Respondents, and Mr. Peter J. McGrath, Jr., appeared on behalf of Respondent-Intervenor. The Petition for Judicial Review is an appeal of the Final Order issued on 5 May 2016 by Administrative Law Judge Melissa Owens Lassiter ("ALJ") in the North Carolina Office of Administrative Hearings ("OAH") and an Order Amending Final Decision making a minor change in the Final Order issued by the ALJ on 6 May 2016.

The Court having considered the Petition for Judicial Review, briefs filed by the parties, the official record and the oral arguments of counsel for the parties, hereby **AFFIRMS** the Final Decision issued by the ALJ in the as it relates to the use of the areas already mined or otherwise excavated in the two coal ash disposal sites, but **REVERSES** the Final Decision as to areas not already mined or otherwise excavated, and, therefore,

finds the two mine reclamation permits described in detail below were issued improperly by the Respondents, and as such, should be **REVOKED**. The Court enters the following:

PROCEDURAL OVERVIEW

All parties are properly before this Court, and this Court has jurisdiction over the parties and the subject matter.

On 7 and 8 December 2015, the ALJ conducted a contested case hearing in the OAH pursuant to Petitioners' appeal of Respondent Divisions' issuance of the following permits to Respondent-Intervenors on 4 June 2015:

- (1) Division of Waste Management issued Solid Waste Management Facility Structural Fill, Mine Reclamation Permit No. 5306 to Construct and Operate a Structural Fill at the Colon Road mine site in Lee County, North Carolina to Green Meadow, LLC and Charah, Inc.
- (2) Division of Waste Management issued Solid Waste Management Facility Structural Fill, Mine Reclamation Permit No. 1910 for the same purpose at the Brickhaven mine site in Chatham County, North Carolina to Green Meadow, LLC, and Charah, Inc.
- (3) Division of Energy, Mineral, and Land Resources issued Modified Mining Permit for Permit No. 53-05 for the operation of a Clay Mine at the Colon Road Mine in Lee County, North Carolina to Green Meadow, LLC and
- (4) Division of Energy, Mineral, and Land Resources issued Modified Mining Permit No. 19-25 for the same type of operation at the Brickhaven No. 2 Mine Tract "A" in Chatham County, North Carolina to Green Meadow, LLC.

In her Final Order, the ALJ affirmed the issuance of the four permits by the Respondents.

Pursuant to G.S. 150B-51, this Court, in reaching its decision affirming the Final Order in part and reversing the Final Order in part, adopts and rejects certain findings of fact and conclusions of law reached by the ALJ. Unless otherwise noted, the findings and conclusions below are those reached by the ALJ. Several findings are rejected as not relevant to making the decision herein. Several findings relate to findings and conclusions no longer in issue in this case, and are noted as such. To the extent the **Findings of Fact** contain **Conclusions of Law**, or that the **Conclusions of Law** are **Findings of Fact**, they should be so considered without regard to the given labels.

FINDINGS OF FACT

1. Petitioners EnvironmentalLEE and Chatham Citizens Against Coal Ash Dump are chapters of the Petitioner Blue Ridge Environmental Defense League, Inc. The Blue Ridge Environmental Defense League, Inc. (BREDL) is a non-profit organization focusing on environmental issues.
2. Respondent Division of Waste Management ("DWM") is a State agency established pursuant to N.C. Gen. Stat. §§ 143B-279.1 through 143B-344.23, who is vested with the statutory authority to enforce the State's environmental pollution laws, including laws enacted to regulate solid waste. The North Carolina General Assembly mandates that Respondent DWM promote and preserve an environment that is conducive to public health and welfare by establishing a statewide solid waste management program and mandates that such action be deemed acts of the sovereign power of the State.
3. Respondent-Intervenors Green Meadow, LLC and Charah, Inc. hold the solid waste management facility structural fill/mine reclamation permits at the Colon Road and Brickhaven sites, as noted above. Respondent-Intervenor Green Meadow, LLC holds the modified mining permits, as noted above.
4. [AMENDED]. The Coal Ash Management Act ("CAMA") provides a comprehensive management plan for the cleanup of coal ash and the closure of coal ash ponds. The Act provides for permitting, construction, operation and closure of large projects using coal ash as fill material, i.e. structural fills, in open pit mines in North Carolina as part of mine reclamation projects.
5. [AMENDED]. N.C. Gen. Stat. § 130A, Article 9 regulates the management of solid waste, which includes North Carolina's solid waste permit system and the management of coal ash.
 - a. N.C. Gen. Stat. § 130A-290(35) defines "solid waste." Excluded from the definition of solid waste are coal combustion products that are beneficially used, including use for structural fill. See also, N.C. Gen. Stat. §§ 130A-290 (2b) and 130A-309.201(4).
 - b. N.C. Gen. Stat. §§ 130A-309.201(14) defines "structural fill" as an engineered fill with a projected beneficial end use constructed using coal combustion products that are properly placed and compacted. For purposes of this Part, the term includes fill used to reclaim open pit mines...
 - c. N. C. Gen. Stat. § 130A-309.201 (11) defines an "open pit mine" as an excavation made at the surface of the ground for the purpose of extracting minerals, inorganic and organic, from their natural deposits, which excavation is open to the surface.

d. N.C. Gen. Stat. § 130A-309.201 (10) defines "minerals" as "soil, clay, coal, phosphate, metallic ore, and any other solid material or substance of commercial value found in natural deposits on or in the earth."

e. N.C. Gen. Stat. § 130A-309.201 (1) defines "beneficial and beneficial use" as "projects promoting public health and environmental protection, offering equivalent success relative to other alternatives and preserving natural resources."

6. N.C. Gen. Stat § 130A-309.219(a)(2) requires that projects using coal combustion products as structural fill involving the placement of 8,000 or more tons of coal combustion products per acre or 80,000 or more tons of coal combustion products in total per project receive an individual permit from DWM.

7. [NOT IN ISSUE].

8. N.C. Gen. Stat § 130A-309.220 describes the design, construction, and siting requirements for projects using coal combustion products for structural fill. N.C. Gen. Stat § 130A-309.220(b) explains the specific requirements for the liners, leachate collection system, cap and groundwater monitoring system required for large structural fills, with (b)(1) specifically requiring a base liner consist of one of two optional designs: (a) a composite liner utilizing a compacted clay liner or (b) a composite liner utilizing a geosynthetic clay liner.

9. [NOT IN ISSUE].

10. [NOT IN ISSUE].

11. Respondent Division of Energy, Mineral, and Land Resources ("DEMLR") is a State agency established pursuant to N.C. Gen. Stat. §§ 143B-279.1 through 143B-344.23, who is vested with the statutory authority to enforce the State's environmental pollution laws, including laws enacted to regulate mining operations. The North Carolina General Assembly mandates that Respondent DEMLR promote and preserve an environment that is conducive to public health and welfare by establishing a statewide mining program and mandates that such action be deemed acts of the sovereign power of the State.

12. [AMENDED]. N.C. Gen. Stat. § 74, Article 7 constitutes the Mining Act of 1971 and regulates mining and reclamation of mined lands. In N.C. Gen. Stat. § 74-49(7) the Mining Act states "'Mining' does not include: d. Excavation or grading when conducted solely in aid of on-site farming or of on-site construction for purposes other than mining."

13. N.C. Gen. Stat. § 74-49(12) defines "reclamation" as "the reasonable rehabilitation of the affected land for useful purposes, and the protection of the natural resources of the surrounding area." "Both the need for and the practicability of reclamation will control the type and degree of reclamation in any specific instance ..."

14. N.C. Gen. Stat. § 74-49(6) defines "minerals" as soil, clay, coal, stone, gravel, sand, phosphate, rock, metallic ore, and any other solid material or substance of commercial value found in natural deposits on or in the earth.

15. N.C. Gen. Stat. § 74-49(13) provides that the requirements of a "reclamation plan" must be submitted by the operator and approved by DEMLR before reclamation of the affected land commences. The reclamation plan shall include, but not be limited to:

- a. Proposed practices to protect adjacent surface resources;
- b. Specifications for surface gradient restoration to a surface suitable for the proposed subsequent use of the land after reclamation is completed, and proposed method of accomplishment;
- c. Manner and type of revegetation or other surface treatment of the affected areas;
- d. Method of prevention or elimination of conditions that will be hazardous to animal or fish life in or adjacent to the area;
- e. Method of compliance with State air and water pollution laws;
- f. Method of rehabilitation of settling ponds;
- g. Method of control of contaminants and disposal of mining refuse;
- h. Method of restoration or establishment of stream channels and stream banks to a condition minimizing erosion, siltation, and other pollution;
- i. Maps and other supporting documents as may be reasonably required by the Department; and
- j. A time schedule that meets the requirements of G.S. 74-53.

See also N.C. Gen. Stat. § 74-53.

16. [AMENDED]. N.C. Gen. Stat. § 74-52 lists the basis upon which a mining permit may be modified.

17. At hearing, Petitioners presented testimony of Debbie Hall, Terica Luxton, Judy Hogan, and Sheila Crump. Ms. Hall and Ms. Luxton are residents of Lee County and members of EnvironmentalLEE, while Ms. Hogan and Ms. Crump are residents of Chatham County and members of Chatham Citizens Against Coal Ash Dump. All four witnesses live near the respective mine sites, and are concerned there may be environmental impacts from the disposal of coal ash at the mine sites, and that the mine sites may negatively affect their communities.

18. There are about 50 active members of EnvironmentalLEE who meet monthly in the Colon community in Lee County. The Colon community is located right across the road from the Colon Road mine site. Debbie Hall estimated that approximately 30 to 35 EnvironmentalLEE members live "on the roads that go right around that site—the Osgood

community, Colon community—those people that are most closely joined to the site. . . (live) within three and a half to five miles from the site—the majority of the people.”

(T pp. 54-55) Ms. Hall was concerned about the environmental impact [of the proposed coal ash facility at Colon Road] to the surrounding community. Many residents in the Colon community use wells to irrigate their gardens and water their animals. They eat the animals that drink the well water and consume the products from those animals, such as eggs. Ms. Hall was also concerned about the dust that will be in the air. She explained that the Colon community has already been affected by the brick industry that has been in that community for decades. (T. pp. 54-55, 57-58)

19. At the end of last summer [2015], Ms. Hall saw a pond had been drained on the proposed coal ash site in Lee County, and “they were digging.” She saw displacement of the animals there, beavers. (T. pp. 61-62) She has seen truck traffic, ditches dug, land moved, and grading. (T. pp. 63-64) However, Ms. Hall acknowledged that “there has been no coal ash spots at the site at this point.” (T. p. 62)

20. Ms. Hall admitted she has no training in environmental science and no personal knowledge of any effects of coal ash that extend three to five miles from where coal ash has been placed. (T. p. 62) She also admitted that the brick factory is no longer in operation and she cannot say how far the closed brick factory is located from the Colon Road proposed coal ash site. (T. p. 63)

21. Terica Luxton has been involved with EnvironmentalLEE for four years fighting for the environment. She has been concerned about the proposed coal ash facility at Colon Road for several reasons. First, Lee County does not have any coal ash. Second, the proposed Colon Road facility is located right on top of the Colon community’s largest water shed. According to Ms. Luxton, “the water shed is our life. I mean the bottom line is water – without water you don’t have life. . . . The people in Colon depend upon those wells.”

(T. p. 66) Ms. Luxton researched the history of some people who live and are buried in the Colon community. (T. p. 66) She believed in fighting to protect the environment for those people. (T. pp. 73-74)

22. Judy Hogan is a resident of Moncure, North Carolina, and Chairperson for Chatham Citizens against the Coal Ash Dump (“Chatham Citizens”). Chatham Citizens against the Coal Ash Dump consists of 84 members. Fifty-three of such members live in Moncure, North Carolina, fourteen of such members live in Lee County, and ten members live in other parts of Chatham County or other counties. EnvironmentalLEE and Chatham Citizens groups support one another. Ms. Hogan lives approximately five miles, by air, from the Brickhaven proposed coal ash facility in Moncure, NC. She lives on Moncure-Pittsboro Road, a major travel route in the county. (T. p. 77)

23. Beginning around 23 October 2015, Ms. Hogan began seeing trucks hauling coal ash on Moncure-Pittsboro Road toward the Brickhaven coal ash site. Residents in the area have notified the Sheriff's Department and the North Carolina Highway Patrol about trucks speeding through Moncure near the site. (T. p. 79) Ms. Hogan has educated herself about what coal ash looks like. About three weeks ago, she observed coal ash coming off the top and behind an older truck. (T. pp. 80-81) Back in April [of 2015], "people in Brickhaven took photos of coal ash blowing off the old Cape Fear coal ash mines. It looks grey to black. . . the truck was going fast." (T. p. 81) Ms. Hogan, who lives near Jordan [Lake] dam, saw coal ash when she returned from a walk along Jordan Dam Road. (T. p. 81)

24. Sheila Crump is a Moncure, NC resident who lives six or seven miles from the Brickhaven coal ash site in Chatham County. Ms. Crump is concerned about additional traffic that would be created by trucks driving to and from the coal ash facility, along Moncure-Pittsboro Road and Highway 1. There is existing heavy traffic, especially from log trucks, along Old Highway 1, and other main roads in the area. (T. pp. 84-85) Ms. Crump lives next to the railroad tracks, and has to drive across the train track to reach Old Highway 1. (T. p. 85) Ms. Crump joined the Chatham Citizens Against the Coal Ash Dump group in June of 2015.

25. Petitioners' fifth witness was Ed Mussler. Mr. Mussler is a licensed Professional Engineer who has worked as the DWM Permitting Supervisor of the Solid Waste Section ("SWS") for the past ten years. Mr. Mussler worked an additional twelve years as a permitting engineer for the Solid Waste Section. As Permitting Supervisor, Mussler is responsible for the supervision and training of, and consultation with, the professional staff who review SWS permit applications to determine if such applications meet the qualifications required to obtain a permit under the Coal Ash Management Act ("CAMA").

26. In November 2014, Respondent SWS received the subject permittees' structural fill permit applications. Mr. Mussler and his professional staff performed an extensive and thorough review of such permit applications to ensure the applications met all of the CAMA requirements.

a. Mr. Mussler visited the Colon Road site and the Brickhaven site around late November or early December 2014. Mussler observed parts of the site had been mined. He understood the mine had been mined for a clay-like material to make brick. (T. pp. 94-96)

b. Mr. Mussler and his staff's review of the applications included, but was not limited to, a review of the type of facility to be permitted (structural fill), the type of waste (coal combustion products), the type of liners to be utilized in these structural fills, the type of testing to be employed to characterize the toxic constituents of the coal combustion products, the need for additional mandatory permits (modified mining permits and 401 water quality certification permits),

environmental justice concerns, and the financial assurance mechanisms required under the law.

c. The SWS staff and Mr. Mussler attended the public comment and hearing process for each proposed facility site. They considered all comments from the hearing, and reviewed other comments submitted to SWS. Included in those comments were written comments by (1) Drs. G. Fred Lee and Anne Jones-Lee, two consultants and researchers who commented on the environment, public health issues, and water quality, and (2) Dr. Dennis Lemly, Research Associate Professor of Biology at Wake Forest University, who commented on technical and scientific issues with coal ash structural fills.

27. On 5 June 2015, Mr. Mussler issued a Structural Fill Permit to Construct and Operate, Permit No. 5306-STRUC-2015 for the Colon Road Mine to Charah, Inc. and Green Meadow, LLC and a Structural Fill Permit to Construct and Operate, Permit No. 1910-STRUC-2015 for the Brickhaven No. 2 Tract "A" Mine to Charah, Inc. and Green Meadow, LLC. Both permits incorporated the applicants' permit applications, which included their operating plans.

28. At the contested case hearing, Mr. Mussler explained that before the CAMA was passed, a "large scale structural fill" was undefined, and "structural fills" were handled under other environmental rules. His agency and specifically DWM is required to follow the mandates of CAMA in fulfilling his permitting duties. He may not vary from that mandate, "not if I want to keep my job." (T. pp. 125-126)

29. [AMENDED]. As to Petitioner's Claim A, Mr. Mussler explained that attempting to compare a solid waste landfill to a structural fill is like "comparing apples to oranges" as they each serve a different purpose.

a. The purpose of a landfill is for the ultimate disposal of specific types of waste, such as municipal solid waste, industrial solid waste, construction and demolition debris, or inert debris, for a specific area of the State. A landfill is an engineered structure whose purpose is to entomb the solid waste, and keep it there to protect the public health and environment. (T. p. 127) Most landfills, at least in North Carolina, operate in excess of 20 to 30 years.

b. Whereas, the purpose of a structural fill is for a projected beneficial end use of some material in replacement of another. CAMA specifically provides for structural fill permits using coal combustion products as structural fill in open pit clay mines. A structural fill project is anticipated to last "probably five to seven years." (T. p. 128)

c. Mr. Mussler opined that the proposed coal ash disposal facilities at Brickhaven and Colon Road are "structural fills" as that term is defined in the North Carolina CAMA statutes that were in effect when the facilities at issue were permitted. (T. p. 119) Guidelines from the U.S. Environmental Protection Agency,

adopted on 17 April 2015, treat coal ash as a solid waste which should be disposed of in landfills. (T. p. 119)

d. The proposal is to dispose of at least 8 million tons of coal ash at the Colon Road site in Lee County and at least 12 million tons at the Brickhaven site in Chatham County.

e. Mussler explained that the structural fill permit applications for the Brickhaven and Colon Road sites at issue met all of the requirements under CAMA, the beneficial use of which is mine reclamation. He described how:

The project [that is a structural fill under North Carolina CAMA], is designed with six feet of soil cover on top and three on the side slopes. The thickness of soil combined with the engineering placement of coal combustion products makes it amendable to development with proper knowledge and precautions.

(T. pp. 118-119)

30. [NOT IN ISSUE].

31. [NOT IN ISSUE].

32. [NOT IN ISSUE].

33. [NOT IN ISSUE].

34. Before issuing the two structural fill permits for the Brickhaven and Colon Mines, Mr. Mussler was aware that these projects constituted the only coal ash structural fill projects existing, or proposed, for either Lee or Chatham Counties, and that there were, and currently are, no active or proposed municipal waste landfills, industrial landfills, or construction and demolition landfills located in either county.

35. [NOT IN ISSUE].

36. Based on his experience as a Professional Engineer, and with 22 years of experience dealing in the area of solid waste permits, Mr. Mussler opined that the terms of the structural fill permits for the Brickhaven and Colon Mines will be protective of human health and the environment.

37. Tracy Davis is a licensed Professional Engineer, and the Director of DEMLR for the past three years. Mr. Davis has worked as the Chief Engineer, State Mining Specialist and/or Assistant State Mining Specialist for DEMLR for twenty-five years. As Director of DEMLR, he is responsible for reviewing mining permit applications to determine if they meet the qualifications required to obtain a permit pursuant to the Mining Act of 1971. Davis has looked over approximately 250 to 300 permits during the 16 years

he was directly involved with the mining program. Generally, 50 to 60 new permits of different mineral types are issued by DEMLR each year. (T. p. 140)

38. While the permits at issue are the first ones permitted for coal ash, DEMLR has permitted a handful of landfills in mines throughout the State, including several in the Winston-Salem area. (T. p. 142)

39. The mining law does not say the purpose of reclamation is to bring the mining area up to grade. (T. p. 143) Instead, Mr. Davis explained, the mining law says the purpose of reclamation is to reclaim the mined area and its adjacent areas, anything affected by the mine operation, to a suitable use so that it is stable and it protects groundwater and surface water quality. (T. p. 143) DEMLR has had other mines that have been backfilled to above the natural grade to establish a footprint for a commercial or residential construction. (T. pp. 143-144) The Mining Act defines "reclamation" and defines "affected land which the reclamation definition cross-references." (T. p. 145)

40. In November 2014, Mr. Davis' office received the subject permittees' mining modification applications for the Colon Road and Brickhaven sites. These were not new mining permits, because the sites were already permitted by General Shale Company, who was a brick producer. General Shale's mining permits were modified quite a few times over the years. (T. pp. 150-51, 175)

41. Green Meadow requested permit transfer of those original mining permits to put those permits in Green Meadow's name with the same mining plan, and reclamation plan as originally permitted. Green Meadow also asked for permit modifications to change the reclamation to "beneficial fill with coal ash, to change the footprint slightly, and add additional erosion control measures." (T. p. 149) Green Meadow's mining plan showed a mining boundary extending across the entire site, except for a 50-foot buffer along the permit boundary. There is an erosion control plan for the mining footprint, and a reclamation plan that shows the beneficial structural fills they are reclaiming in those footprints over time. (T. p. 150)

42. [AMENDED]. Mr. Davis and his staff performed a review of such permit applications to ensure that the permits met all of the requirements of the Mining Act of 1971. Mr. Davis' staff, per their usual practice, conducts their own internal review at the central office level, and at the regional office level. After the mining staff performs its internal technical review, it drafts a mining permit, and sends it to Mr. Davis for review. Mr. Davis modifies such drafts, as necessary, based on his experience. (T. pp. 150-153) Such draft permits are then addressed during the public comment and internal hearing process sessions.

43. In this case, Mr. Davis and his staff followed the above-cited practice. Mr. Davis was involved throughout that process. Judy Wehner, Assistant Mining Specialist, primarily managed the review of these mining permit applications and modifications. (T. p.152) Mr. Davis' staff had several meetings discussing different concerns or issues with the applications regarding the seven statutory denial criteria, discussed who were the

experts on those topics, and which permits would cover those conditions. (T. p. 178) The Raleigh regional office looked at erosion control reclamation aspects of the applications, buffer zones, the reclamation plan, and operation plan. (T. p. 151) Mr. Davis and his professional staff's review of the applications included, but was not limited to, a review of the type of mining operation and its associated potential environmental impacts, review of the applicant's compliance history, the need for additional mandatory permits (structural fill permits and 401 water quality certification permits), and the financial assurance mechanisms required under the Mining Act. DEMLR also requested additional information from the applicant.

44. As part of that investigation into the Brickhaven and Colon Road sites, Mr. Davis' mining staff also sent such applications to other State agencies such as the Division of Air Quality, the Division of Water Resources, and the NC Wildlife Resources Commission for review and comment based on each staff's expertise. (T. pp. 150-153, 156) Both the Division of Water Resources, the Groundwater Section and the Division of Waste Management employ hydrogeologists, while the Wildlife Resources Commission employs biologists. (T. p. 172) DEMLR did not conduct an independent investigation of those issues. Mr. Davis' office accepted those agencies' opinions as acceptable to meet the criteria for which each agency reviews these applications. (T. p. 156, 187) Mr. Davis has confidence in his counterparts at those agencies, and their professional judgments, when they say they have looked at all the issues under that agency's purview. (T. pp. 156-57, 172)

45. [NOT AN ISSUE].

46. Mr. Davis personally did not examine hydrogeology in reviewing the modification of the mining permits, because he and his staff coordinated with other divisions, primarily Waste Management, who looked at hydrogeology from the structural fill aspect. (T. pp. 154-55) However, Mr. Davis' staff examined the "erosion sedimentation control, stormwater control around the perimeters, buffer zones, final slopes on the fill, and proper stabilization at reclamation or a phased reclamation approach." (T. p. 155)

47. Regarding criteria in N.C. Gen. Stat. § 74-51(d)(4), Mr. Davis explained that they looked at the sedimentation control plan and final slopes of the reclamation, the mine itself, and if there was a pit to remain or a pond, and structural fill final slopes. They did a full review of the public health and safety on the mine site, looking at those specifics. (T. p. 159).

48. In this particular case, there is a 50-foot buffer setback from the property line or permit boundary into the site before any perimeter roads or erosion control measures. The active mining and reclamation are proposed interior of that. (T. p. 159) Since there was no blasting at the site, there was no concern of any off-site impacts if the erosion sedimentation control retained sediment on the site before it reaches those buffers. (T. pp. 159-160) Based on that, Davis opined that the 50-foot buffer around the mining is adequate protection of public health and safety. (T. p. 160)

49. Mr. Davis further explained that his Division does not consider the cumulative impacts with other facilities surrounding or nearby the Brickhaven and Colon Road sites because the mines are self-contained and DEMLR's authority is on the mine site. They do not look at the impacts on any mine site. Instead, they try to deal with the environmental surface aspects of it on the mine through the mining permit. (T. p. 160)

50. [NOT IN ISSUE].

51. Mr. Davis attended both public hearings on these proposed modifications and read public comments that were emailed to staff in the months before his decision. He also reviewed the file folder that contained all of the comments that had been received by DEMLR. Before 5 June 2015, Mr. Davis reviewed the hearing officer report and some of the hearing officer's attachments, including the comments and PowerPoint presentation by Don Kovaschitz, the GIS person from Lee County. (T. p. 161-162)

52. In this case, the applicant proposed using backfill with coal ash structural fill in these mine pits and continuing the footprint of what was already left behind from the prior mining. From there, DEMLR and DWM conducted the dual permitting process. Davis noted that CAMA allows open pit mine reclamation as an alternative. The Mining Act is very open to types of reclamation that can be done and does not specify any type of structural fill. In fact, it can be any type of beneficial land use that an applicant or mine operator wants to propose. However, DEMLR may not approve all of them. It is up to the applicant to propose something Respondent feels is reviewable and approvable. (T. pp. 163-64)

53. The expedited permit provisions of CAMA require that any permits that touch coal ash management must go through the public notice process and a public hearing before a decision is made on the permits. (T. p. 165) The Mining Act does not supersede local zoning regulations, so a mining permit anywhere in this State does not supersede the right for applicable local zoning. (T. p. 165)

54. The timeliness of the permit process depends on whether the application is complete when Respondent receives it. If an application is complete when it comes in under the Mining act, DEMLR has 60 days by statute to make a decision to grant or deny the permit. The clock resets if DEMLR asks for additional information from the permit applicant. The applicant has 180 days to respond back to the Department. If the applicant does not respond timely, then DEMLR can grant or deny the mining permit based on the information it has in their hands. (T. pp. 166-167)

55. In the final stages of drafting the mining permit in this case, Mr. Davis confirmed with Mr. Mussler that DWM had all the information they needed from the applicant. Mr. Davis also put a cross-reference in the mining permit requiring the applicant to follow CAMA, the structural fill, and listed the name of the permit so if there is a violation of the solid waste management structural fill permit, then it is a direct violation of the mining permit. (T. pp. 179-180)

56. On 5 June 5 2015, Mr. Davis issued to Green Meadow, LLC a mining permit modification Permit No. 53-05 for the Colon Road Mine and a mining permit modification, Permit No. 19-25 for the Brickhaven No. 2 Tract "A" Mine. Both permits allowed a change in the method of reclaiming the mines by constructing structural fill from coal combustion by-products in accordance with the provisions of CAMA, and with the terms and conditions of a Permit to Construct and Operate Colon Road Mine Structural Fill Permit, No. 5306-STRUC-2015 and a Permit to Construct and Operate Brickhaven No. 2 Tract "A" Mine Structural Fill Permit, No. 1910-STRUC-2015, both issued by DWM.

57. Mr. Davis was not directly aware that several landowners around the existing Colon Road mine site have "Do Not Drink" letters issued by the N.C. Department of Public Health. He was not aware that Respondent was ever given any information that water contamination occurred while General Shale held mining permits. Although, he noted, if there was an allegation of that type, they [DEMLR] would take that matter seriously and talk with their Groundwater Division with Water Resources and see if it was tied to the mine site itself, or if it was some other contaminant source. (T. p. 168)

58. [AMENDED]. Mr. Davis opined that reclamation of an open pit mine is the reasonable rehabilitation of an affected land for useful purposes. An applicant may request any sort of reclamation in its proposed reclamation plan. He noted that using coal combustion by-products in constructing structural fill in an open pit mine, in accordance with the provisions of CAMA, is an acceptable form of reclamation. (T. p. 169) He did not opine on whether a mine reclamation could occur on portions of the sites that had never been mined.

59. [NOT IN ISSUE].

60. [NOT IN ISSUE].

61. Mr. Davis opined that the Brickhaven and Colon Road mine sites are suitable mine reclamation sites. (T. p. 175-76) In Mr. Davis' opinion as a Professional Engineer with 28 years of experience in the area of mining permits, the terms of the modified mining permits for the Brickhaven and Colon Road Mines will be protective of human health and the environment based on several factors. These factors are the design of the facilities, the erosion sedimentation control around the sites, and the permit conditions in DEMLR's issued permits, the Waste Management permits, and the 401 Water Resources permits for each site. (T. pp. 175-176)

62. [AMENDED]. Contrary to State law, Mr. Davis explained that the fact that The Colon mine is only 38 percent excavated is not a problem for Green Meadow's mining permit modification. There has been no showing Green Meadow, LLC, had any plans to continuing to mine the site for clay and shale or to market the minerals from the site. The economic purpose, if not the sole purpose, of the project, is to excavate areas on the site in order to dispose of coal ash.

63. On cross-examination, Mr. Davis confirmed that a mining permit is valid

from the day the permit is issued until the day the permit expires. A mining permit is good for up to ten years and, pursuant to the Mining Law, may be renewed within the last two years of the life of the permit. (T. p. 181) A mining permit remains valid even if a mine becomes inactive for several months or several years. The permittee could reactivate or resume its mining operations of an inactive mine up until the date the mining permit expires. If a permittee renews its mining permit, then it could continue mining for another ten years. (T. p. 181) Similarly, Respondent can still enforce the conditions of a mining permit on the mine operator if a mine is inactive but still permitted. (T. p. 181)

64. Mr. Davis confirmed that before November 2014, Respondent granted General Shale's request to release two areas from its mining permit at the Colon Road mine site. As a result, those two areas were excluded from the Colon Road mining permit boundaries and no coal ash could be placed on the areas that were released from such permit. (T. p. 183)

65. Mr. Davis opined that Respondent does not see any difference between excavating and mining. (T. p. 184) He verified that as of today, Green Meadow is expanding the footprint of the previous mining to provide an excavation or open pit to place the cells for beneficial fill. They are also stockpiling material on the site to use for liners and possibly cover. Per their mining permit, Green Meadow is permitted to haul material off site at any time during the life of that permit. (T. p. 185) In Mr. Davis' opinion, Green Meadow's operation is a mining operation, not a structural fill operation. (T. p. 185)

66. Therese Vick is the Blue Ridge Environmental League, Inc. ("BREDL") North Carolina Communities Campaign Coordinator. EnvironmentalLEE and Chatham Citizens Against Coal Ash are members of BREDL and have representatives on the BREDL Board of Directors. Ms. Vick has worked with EnvironmentalLEE since 2012 and with Chatham Citizens since December 2014. (T. pp. 190-92)

67. Ms. Vick acknowledged that her role at BREDL is that of a community organizer. In this case, she reviewed permit applications, quite a bit of EPA guidelines that were released in December 2015, and studies done by experts on environmental justice, leachate treatment, and coal ash and air quality issues. Ms. Vick prepared public comments and participated at the public hearings regarding the subject permits. She submitted many public comments, including but not limited to, those written by Dr. Fred Lee and Dr. Dennis Lemly, to Respondent Agencies about the permits at issue.

68. At the hearing, Ms. Vick voiced concern over the expediency with which Respondent acted in reviewing and issuing the subject permit decisions. However, she conceded that her understanding of how the permit decisions were made in this case was "certainly not clear." (T. 212) Ms. Vick has an Associate Degree in Human Services and Psychology, but no expertise in environmental effects on landfills or landfill liners. She solicited comments in a report from Dr. Lee and Dr. Jones-Lee, and from Dr. Lemly, because she knew those doctors possessed the expertise to look at the issues about which she and the other Petitioners were concerned. (T. pp. 213-216)

69. Petitioners' eighth and final witness was Don Kovasckitz. Mr. Kovasckitz is the Director for the Lee County Strategic Services Division. At the contested case hearing, Mr. Kovasckitz gave a slide presentation similar to one that he submitted to the Lee County Commissioners. Mr. Kovasckitz used digital GIS mapping to (1) determine if Green Meadow's actions on the subject site constituted actual mine reclamation, (2) show where the reclamation was going to occur, and (3) demonstrate what the site would look like after all reclamation was complete. (T. pp. 228, 232)

70. Mr. Kovasckitz' presentation illustrated the history of the mined areas of the Colon Road site since 1950 and demonstrated Kovasckitz' opinion regarding the definition of reclamation.

a. Mr. Kovasckitz determined that of the total 118-plus acres that will be filled with coal ash at the Colon Road site, 29 percent has been excavated, and 71 percent was unexcavated. (T. p. 234)

b. Mr. Kovasckitz created a topological map based on the permittee's reclamation plan and accepted GIS practices to show the Colon Road site's appearance after reclamation is completed. The site's topology starts at 330 feet above mean sea level, grades down to 320, and then grades down 4-to-1 to 270 feet above mean sea level on the east side of the site. (T. pp. 235-36)

c. Mr. Kovasckitz also pointed out that the hydro-geological study drawn for the permittee's reclamation plan failed to show a "finger of the flood plain that extends into a retention pond" in the southwest corner of cell 1. Whereas, the FEMA maps, Mr. Kovasckitz' drawing, and the Buxton Engineering hydro-geological study all showed a retention pond in the southwest corner of cell 1. (T. pp. 242-44; Pet. Exh. 7)

71. [AMENDED]. During cross-examination, Mr. Kovasckitz admitted that he is neither a professional engineer nor a mining specialist. His review of the site application was conducted in the normal course of his job with the Lee County government. Although he did not submit his comments and presentation to the Respondent agencies during the public comment period, his comments were submitted by Ms. Vick on behalf of the Petitioners. (T. p. 244) Mr. Kovasckitz also conceded on cross-examination that the maps/drawing from FEMA, Buxton Engineering, and Mr. Kovasckitz came from the same source. He conceded that he did not know the source of the permittee's drawings or maps. (T. pp. 252-53)

72. [AMENDED]. On the morning of Tuesday, 8 December 2015, after approximately one and one half days of testimony, Petitioners rested their case with respect to Claim A (structural fill permit v. solid waste landfill permit issue). (T. p. 254)

73. Following the close of Petitioners' case-in-chief, Respondents and Respondent-Intervenors renewed their Motions for Summary Judgment, requesting that the ALJ dismiss Petitioners' case based on the fact that Petitioners had failed to meet

their burden of proof and had not presented any evidence to show that they had a right to relief. (T. pp. 258-269) Petitioners responded by oral argument. (T. pp. 269-273)

74. The OAH official record showed that on 16 October 2015, the ALJ mailed an Amended Scheduling Order to the parties establishing deadlines for filing summary judgment motions, and responses. Such Order also advised the parties a hearing on any summary judgment motions would be before 30 November 2015 if the Court deemed it necessary.

75. Before the hearing began on 7 December 2015, Petitioners' counsel advised the ALJ and opposing counsel that its two expert witnesses were unavailable to testify. Before the hearing began on 7 December 2015, the ALJ offered Petitioner use of the videoconferencing system in the courtroom to allow Petitioner's two expert witnesses, Drs. Lee and Lemly, to testify the week of 7-11 December 2015.

76. After Petitioner rested its case in part, and in response to the ALJ's questions, Petitioners' counsel confirmed that the petition for this contested case was filed on 6 July 2015, and the Notice of Hearing, scheduling the hearing in this case for 7-11 December 2015, was mailed to the parties on 27 October 2015. (T. p. 273) The OAH's official record for this case showed Petitioners' counsel received the Notice of Hearing setting the hearing on the merits of the case on 30 October 2015.

77. [REJECTED].

78. [REJECTED].

79. [REJECTED].

80. [REJECTED].

81. [REJECTED].

82. [AMENDED]. On 10 February 2016, the ALJ ruled that pursuant to Rule 41(b) of the North Carolina Rules of Civil Procedure, Petitioner's contested case was **DISMISSED** for failing to meet its burden of proof in its case-in-chief by (1) failing to show it had a right to relief, and (2) failing to show Respondent violated the criteria in N.C. Gen. Stat. § 150B-23. The ALJ also ordered the Respondent to file a proposed Final Decision.

83. [AMENDED]. Petitioners voiced many concerns about the placement and use of coal ash at the Brickhaven and Colon Road sites and presented uncontroverted testimony, backed by physical, photographic, or scientific evidence, at hearing, supporting their claims that Respondent erred in approving and issuing the subject mining permits to Respondent-Intervenors.

CONCLUSIONS OF LAW

1. [AMENDED]. All parties were properly before the Office of Administrative Hearings and the Office had jurisdiction over the parties and the subject matter. All parties are properly before this Court and the Court has jurisdiction over the parties and the subject matter.

2. All parties have been correctly designated and there is no question as to misjoinder or non-joinder.

3. [AMENDED]. Petitioners EnvironmentalLEE and Chatham Citizens against Coal Ash Dump are chapters of the Petitioner Blue Ridge Environmental Defense League, Inc. The Blue Ridge Environmental Defense League, Inc. (BREDL) is a non-profit organization focusing on environmental issues. Petitioners, through their members, have standing to bring their permit challenges before the OAH and this Court.

4. [AMENDED]. At the OAH, Petitioners have the burden of presenting evidence and proving that the Respondent agencies substantially prejudiced Petitioners' rights and that Respondents either exceeded their authority or jurisdiction, acted erroneously, failed to use proper procedure, acted arbitrarily and capriciously, or failed to act as required by law or rule, in violation of N.C. Gen. Stat. § 150B-23, in issuing the permits at issue. Before this Court, Petitioners must show their substantial rights may have been prejudiced and that Respondents' actions were

- (1) In violation of constitutional provisions;
- (2) In excess of the statutory authority or jurisdiction of the agency or administrative law judge;
- (3) Made upon unlawful procedure;
- (4) Affected by other error of law;
- (5) Unsupported by substantial evidence admissible under G.S. 150B-29(a), 150B-30, or 150B-31 in view of the entire record as submitted; or
- (6) Arbitrary, capricious, or an abuse of discretion.

It should be noted Petitioners did not allege the Respondents were in violation of constitutional provisions (subsection (1) above).

5. Petitioners and Respondent-Intervenors are "persons" as defined by N.C. Gen. Stat. § [150A-2(7).]

6. Respondent DWM is a State agency established pursuant to N.C. Gen. Stat. §§ 143B-279.1 through 143B-344.23, and vested with the statutory authority to enforce the State's environmental pollution laws, including laws enacted to regulate solid waste. The North Carolina General Assembly mandates that Respondent DWM promote and preserve an environment that is conducive to public health and welfare by establishing a statewide solid waste management program.

7. On 5 June 2015, DWM issued Respondent-Intervenors individual permits, pursuant to N.C. Gen. Stat § 130A-309.219(a)(2), to construct and operate a structural fill at the Brickhaven mine site in Chatham County and at the Colon Road mine site in Lee County. Both the Brickhaven and Colon Road mine sites consist of projects using coal combustion products as structural fill involving the placement of 8,000 or more tons of coal combustion products per acre, or 80,000 or more tons of coal combustion products in total per project.

8. The issue in this contested case was whether Respondents acted properly in approving the subject permit applications, not if violations have occurred at the Colon Road site and Brickhaven site since the applicable permits were issued.

9. [AMENDED]. At the contested case hearing, Respondents presented evidence that before DWM issued structural fill permits to each permittee. DWM conducted a review of the subject permit applications to ensure that the permits would meet all of the requirements of CAMA as well as being vetted by the public comment and hearing process.

10. [NOT IN ISSUE].

11. N.C. Gen. Stat § 130A-309.220 establishes the design, construction, and siting requirements for projects using coal combustion products for structural fill. N.C. Gen. Stat § 130A-309.220(b) lists the specific requirements for the liners, leachate collection system, cap, and groundwater monitoring system required for large structural fills with (b)(1); specifically setting out the requirements for a base liner, which is to consist of one of two optional designs: (a) a composite liner utilizing a compacted clay liner or (b) a composite liner utilizing a geosynthetic clay liner. In this case, DWM required that both the Brickhaven and Colon Road mine structural fill permits provide for a liner consistent with these statutory requirements.

12. [NOT IN ISSUE].

13. [NOT IN ISSUE].

14. [NOT IN ISSUE].

15. [AMENDED]. Ed Mussler, a licensed Professional Engineer and the Permitting Supervisor of the Solid Waste Section of the Division of Waste Management, has been properly delegated with the authority to issue structural fill permits which meet all of the requirements of CAMA under N.C. Gen. Stat. § 130A, Article 9. Mr. Mussler acted outside his authority and jurisdiction when he issued the structural fill permits for the Brickhaven and the Colon Road mine sites to the extent areas of the two sites had never been mined or otherwise excavated. By statute, structural fill can only be used for mine reclamation, and not for other purposes. Mining does not include excavation solely in aid of purposed other than mining.

16. [AMENDED]. Petitioners established by a preponderance of the evidence that Mr. Mussler and DWM substantially prejudiced Petitioners' rights, exceeded their authority or jurisdiction, acted erroneously, failed to use proper procedure, acted arbitrarily or capriciously, or failed to act as required by law or rule in following, or failing to follow, the procedural process for issuing a structural fill permit to Charah, Inc. and Green Meadow, LLC for both the Colon Road and Brickhaven mine sites to the extent areas of the two sites had never been mined or otherwise excavated.

17. [AMENDED]. Petitioners established that DWM substantially prejudiced Petitioners' rights, exceeded their authority or jurisdiction, acted erroneously, failed to use proper procedure, acted arbitrarily or capriciously, or failed to act as required by law or rule in drafting and issuing a structural fill permit to Charah, Inc. and Green Meadow, LLC for both the Colon Road and Brickhaven mine sites to the extent areas of the two sites had never been mined or otherwise excavated.

18. Respondent DEMLR is a State agency established pursuant to N.C. Gen. Stat. §§ 143B-279.1 through 143B-344.23 and vested with the statutory authority to enforce the State's environmental pollution laws, including laws enacted to regulate mining operations. The North Carolina General Assembly mandates that Respondent DEMLR promote and preserve an environment that is conducive to public health and welfare by establishing a statewide mining program.

19. [AMENDED]. N.C. Gen. Stat. § 74-52 (the Mining Act of 1971) describes the bases upon which a mining permit may be modified. As noted above, mining does not include excavation for purposes other than mining. The use of coal as structural fill can only be used for genuine mine reclamation and not as a scheme to dispose of coal ash.

20. [AMENDED]. DEMLR also sent a copy of the subject permit applications to other State Agencies, such as the Division of Air Quality, the Division of Water Resources, Division of Waste Management, US Fish and Wildlife, NC Wildlife Resources Commission for comments, based upon each agency's area of expertise. DEMLR collaborated with those agencies before drafting provisions of the mining modification permits that addressed those agencies' concerns. In addition, DEMLR staff considered public comments sent to DEMLR and presented at the public hearings, but gave little weight to the technical comments submitted by representatives of the Respondents.

21. [NOT IN ISSUE].

22. [NOT IN ISSUE].

23. [AMENDED]. A preponderance of the evidence at hearing proved that Tracy Davis, a licensed Professional Engineer and the Director of the Division of Energy, Mineral and Land Resources (DEMLR), has been properly delegated the authority to issue mining permits, and modified mining permits which meet all of the requirements of the Mining Act of 1971 under N.C. Gen. Stat. § 74, Article 7. Mr. Davis acted outside his

authority and jurisdiction when he issued the modified mining permits for the Brickhaven and the Colon Road mine site, because coal ash cannot be used as structural fill for mine reclamation in the areas of the two sites which never have been mined or otherwise excavated.

24. [AMENDED]. Petitioners proved that Mr. Davis and DEMLR substantially prejudiced Petitioners' rights, exceeded their authority or jurisdiction, acted erroneously, failed to use proper procedure, acted arbitrarily or capriciously, and failed to act as required by law or rule in following, or failing to follow, the procedural process for issuing modified mining permits to Green Meadow, LLC for the Colon Road and Brickhaven mine sites, allowing coal ash to be used for mine reclamation in the areas of the two sites which never have been mined or otherwise excavated.

25. [AMENDED]. Petitioners established that Mr. Davis and DEMLR substantially prejudiced Petitioners' rights, exceeded their authority or jurisdiction, acted erroneously, failed to use proper procedure, acted arbitrarily or capriciously, or failed to act as required by law or rule in drafting and issuing a modified mining permit to Green Meadow, LLC for both the Colon Road and Brickhaven mine sites, allowing coal ash to be used for mine reclamation in the areas of the two sites which never have been mined or otherwise excavated.

26. [AMENDED]. Contrary to the decision of the ALJ, Petitioners were not required to prove that Mr. Mussler and Mr. Davis (1) failed to discharge their duties in good faith, or (2) failed to exercise their powers in accord with the spirit and purpose of the law they were delegated to enforce.

27. [AMENDED]. Petitioners voiced many concerns about the placement and use of coal ash at the Brickhaven and Colon Road sites and presented uncontroverted testimony, backed by physical, photographic, or scientific evidence, at hearing, supporting their claims that Respondent erred in approving and issuing the subject mining permits to Respondent-Intervenors.

28. [AMENDED]. Even giving due regard to each Respondent agency's demonstrated knowledge and expertise regarding the facts and inferences within the specialized knowledge of the Respondent agencies, Petitioners proved by a preponderance of the evidence that Respondents substantially prejudiced Petitioners' rights, exceeded Respondents' authority or jurisdiction, acted erroneously, failed to use proper procedure, acted arbitrarily or capriciously, or failed to act as required by law or rule.

29. [AMENDED]. At the OAH, Respondents and Respondent-Intervenors renewed their Motion for Summary Judgment at the end of Petitioners' case, wherein they requested Petitioners' claims be dismissed, because Petitioners had shown no right to relief. Respondents' and Respondent-Intervenors' renewed Motion for Summary Judgment was, in essence, a request for involuntary dismissal pursuant to N.C. Gen. Stat.

§1A-1, Rule 41(b), and was improperly granted as such. As noted above, this decision by the ALJ was improper and contrary to law.

30. [REJECTED].

31. [REJECTED].

32. [AMENDED]. Based on the foregoing **Findings of Fact and Conclusions of Law**, Petitioners proved by a preponderance of the evidence that they had a right to relief.

DECISION

Based upon the foregoing **Findings of Fact and Conclusions of Law**, the undersigned determines the Petitioners have proven that their substantial rights have been prejudiced because the findings, inferences, conclusions, or decisions in the Final Decision of the ALJ to the extent described were in excess of the statutory authority or jurisdiction of the agency or ALJ, made upon unlawful procedure, affected by other error of law, unsupported by substantial evidence in view of the entire record submitted, and arbitrary, capricious, or an abuse of discretion.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Final Decision is **AFFIRMED** as it relates to the use of the areas already mined or otherwise excavated in the two coal ash disposal sites (Brickhaven and Colon Road), and;

2. The Final Decision is **REVERSED** as to areas not already mined or otherwise excavated, and the two mine reclamation permits were issued improperly by the Respondents and are hereby **REVOKED**.

This the 31st day of March 2017.



Honorable Carl R. Fox
Superior Court Judge Presiding

billyliggett posted: " The planning and work that went into preserving and revitalizing the old Sanford Buggy Company was honored at the 2017 North Carolina Main Street Conference last week in Shelby. Progressive Contracting Company — along with project partners the City of"

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Buggy Building earns N.C. Main Street award for best 'reuse' project by [billyliggett](#)



The planning and work that went into preserving and revitalizing the old Sanford Buggy Company was honored at the 2017 North Carolina Main Street Conference last week in Shelby.

Progressive Contracting Company — along with project partners the City of Sanford, Lee County, Sanford Area Growth Alliance and Gerald Traub Architects — was honored with an Award of Merit for the **Best Adaptive Reuse Project** at the annual conference that drew more than 500 downtown professionals, elected officials, volunteers and consultants

this year. The award was one of only 15 projects from across North Carolina Main Street communities to be recognized at the annual conference.

“The Sanford Buggy Company is a shining example of economic development through historic preservation,” said Jennifer St. Clair, executive director of Downtown Sanford, Inc. “This project transformed a once dead (but full of potential) corner of Downtown, bringing it to life with a beautiful restoration, good-sized employee base and a steady stream of foot traffic to the building.”

Related story: [A closer look at Sanford's dusted-off gem](#)

The North Carolina Main Street Best Adaptive Reuse award is given to projects that involve a building that has outlived its former purpose and has been adapted for a new use that serves current demand.

Built in 1907 when the Tyson Buggy Factory in Carthage incorporated the Sanford-owned buggy-building business, the 30,000-square-foot facility was a workhouse for the local economy until the mid 1920s, when the automobile took off in popularity. After housing several industries for the decades that followed, the building sat empty for 15 years. But then community leaders and stakeholders had a vision for a one-stop shop for developers, making it that much easier to do business in Sanford.

Progressive Contracting Company Inc. led the restoration/rehabilitation effort according to the National Parks Service Standards of Rehabilitation. Federal historic tax credits and North Carolina Mill credits were approved and granted for the \$5.5 million restoration.

Today, Sanford Buggy Company is home to Downtown Sanford, Inc.; City of Sanford's planning, inspections, code enforcement and historic preservation; Lee County GIS Services, environmental health; and Sanford Area Growth Alliance.

“It has become a crowning achievement for our overall revitalization project for Sanford,” Sanford Mayor Chet Mann said. “This beautiful building is in a significant location in our downtown, and it has really forged the way for continued revitalization efforts. The tax value of Chatham Street has now increased by 10 or 12 times its value prior to this

project. Most importantly, our citizens are thrilled with the restoration of the building. It has been a part of restoring our community pride and now sees 50 or so employees and countless number of visitors each day, all doing business and spending time and money in our downtown.”

Additionally, Downtown Sanford, Inc. nominated Brian Bystry, owner of Progressive Contracting Company, as its 2016 Main Street Champion for his investment in and commitment to Downtown Sanford since 1995 when he purchased and rehabilitated the Old City Hall building.

Bystry has since purchased 15 other abandoned historic properties. All but two have been completely restored to high-end commercial space in downtown Sanford — three of them historic tax credit projects and all adding over \$4 million to the downtown tax base.

“An entire Downtown block has been transformed into a vibrant area, bustling with activity and home to many businesses, thanks to Brian’s efforts,” St. Clair said. “His passion for preserving historic buildings and optimistic attitude made him an obvious choice to be honored as a champion to Downtown Sanford.”

[billyliggett](#) | March 21, 2017 at 9:28 am | Categories: [Sanford NC](#) | URL: <http://wp.me/ph8Wh-18D>

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