

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

September 17, 2018
6:00 P.M.

A G E N D A

CALL TO ORDER – Amy Dalrymple, Chair

INVOCATION – Commissioner Sharpe

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 August 20, 2018 Regular Meeting. (Pages 1-7)
- B. Minutes from the August 27, 2018 Closed Session Meeting. (Page 8)
- C. Tax release and refund report for August 2018. (Pages 9-14)
- D. Request for approval of Senior Health Insurance Information Program Outreach Grant proposal. (Pages 15-32)
- E. Request for approval of Senior Center general purpose grant application for FY 2019. (Pages 33-40)
- F. Request for approval of Rural Operating Assistance Program Grant Application for COLTS for FY 2019. (Pages 41-51)
- G. Request for approval of use of Medicaid Cost Settlement Funds to cover the increase of a Public Health Nurse I position to a Public Health Nurse II position. (Page 52)
- H. Request to allow Environmental Health to pursue additional grant funding from the Association of Food and Drug Officials Year 6 Retail Program Standards Grant. (Pages 53-54)
- I. Resolution to add Lark Lane to the NC DOT road system. (Pages 55-61)
- J. Request for approval to change fee for library card replacement. (Pages 62-64)
- K. Request for approval of Forte contract for debit/credit card payment for Parks and Recreation programs. (Pages 65-77)
- L. Budget Amendment # 09/17/18/03. (Pages 78-80)

III. PUBLIC HEARINGS

- A. Public hearing on the Community Transportation Program FY 2020 grant application. – Debbie Davidson (Pages 81-83)
- B. Joint Public Hearing with the Lee County Planning Board for the Future Land Use Plan. – David Montgomery (Pages 84-89)

IV. PROCLAMATIONS

- A. Proclamation recognizing the Lee County Parks and Recreation 14-and-under All-Stars Youth Baseball Team. – John Payne, Chair Dalrymple (Pages 90-91)
- B. Proclamation recognizing the Lee County Parks and Recreation 8 and under All Stars Youth Baseball Team. – John Payne, Chair Dalrymple (Pages 92-93)

V. PUBLIC COMMENTS

VI. OLD BUSINESS

- A. Presentation on Project “Thin Slice” (old tobacco warehouse at 513 Wicker Street). – Marshall Downey (Pages 94-120)
- B. Consideration of a second upset bid for the purchase of surplus property located on Lemon Springs Road, PIN 9549-17-7784-00. – Whitney Parrish (Pages 121-127)
- C. Consideration of a donation of land located on Linden Avenue to the Sanford Housing Authority. – Whitney Parrish (Pages 128-145)
- D. Consideration of proposed facility use policy for Lee County Parks and Recreation Facilities. – John Crumpton (Pages 146-167)

VII. NEW BUSINESS

- A. Request for approval of bid for the addition and installation of a bag-in/bag-out exhaust system room at the Lee County Health Department. – Russel Spivey (Pages 168-176)
- B. Value Added Agriculture Cluster Report Summary. – Bill Stone/Bob Joyce (Pages 177-251)
- C. Consideration of adoption of a new construction contract that is included in bid packages. – Whitney Parrish (Pages 252-264)
- D. Lee County 2019 Post-65 Retiree Health Insurance Plan Renewal. – Joyce McGehee (Pages 265-269)

VIII. MANAGERS’ REPORTS

- A. County Manager’s Monthly Report for September 2018. – John Crumpton (Pages 270-318)

IX. COMMISSIONERS’ COMMENTS

ADJOURN

LEE COUNTY

Committed Today for a Better Tomorrow

ITEM #:
II. A.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Minutes from the August 20, 2018 Regular Meeting

DEPARTMENT: Governing Body

CONTACT PERSON: Jennifer Gamble, Clerk to the Board

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve Minutes from the August 20, 2018 Regular Meeting
BUDGET IMPACT	N/A
ATTACHMENTS	"Draft" copy of the August 20, 2018 Minutes
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Minutes from the August 20, 2018 Regular Meeting
SUMMARY	

A "draft" copy of the Minutes from the August 20, 2018 Regular Meeting have been prepared for approval. Attachments referenced in the Minutes are available for review in the Clerk's Office located at 408 Summit Drive, Sanford, NC. Once approved, Minutes will be recorded at the Lee County Register of Deeds Office.

LEE COUNTY

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

AUGUST 20, 2018

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. Staff in attendance included County Manager John Crumpton, Assistant County Manager/Finance Director Lisa Minter, County Attorney Whitney Parrish, and Deputy County Attorney/Clerk to the Board Jennifer Gamble.

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

Reverend James Estes delivered the invocation.

The Pledge of Allegiance was recited.

I. ADDITIONAL AGENDA

The Board considered additions to the *Agenda*. Commissioner Knecht requested the addition of a resolution for discussion under *New Business* as Item E. County Attorney Whitney Parrish requested to add the State Aide Application from the Lee County Library as Item L on the *Consent Agenda*. Commissioner Dodson requested to move Item B (Reappointment of Walter Ferguson to the Sandhills Mental Health Board) under *New Business* as Item M under the *Consent Agenda*. Commissioner Reives requested to move Item C (Reappointment of Cy Richardson as the Fire Chief's Association representative on the Fire Advisory Board) under *New Business* to Item N on the *Consent Agenda*. With no further changes/additions requested, Commissioner Oldham 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 carried unanimously.

II. APPROVAL OF CONSENT AGENDA

The Board considered changes to the *Consent Agenda*. Commissioner Sharpe moved to approve the *Consent Agenda* as presented, which consisted of the following items:

- A. Minutes from the July 23, 2018 Regular Meeting.
- B. Minutes from the July 23, 2018 Interlocal Committee Meeting.
- C. Tax release and refund report for July 2018.
- D. Request for approval from the Health Department for a proposed fee for the Liletta IUD.
- E. Request from the Solid Waste Division for approval of a cargo van vehicle purchase in the amount of \$26,068.
- F. Request from the General Services Department for the purchase of two pickup trucks in the amount of \$53,457.10 through the NC Sheriff's Association Vehicle Bid Contract.
- G. Request for approval of Resolution to add Mount Joy Place to the NC DOT Road System.
- H. Budget Amendment # 08/20/18/02.
- I. Request for purchase of a 2019 Chevrolet Silverado 250 HD Truck for the Emergency Services office.
- J. Request from the Jail for the purchase of a new convection steamer in the amount of \$11,275.14.
- K. Request from Marco Angeles of Angeles Construction to lease an office on the third floor of the Buggy Building.
- L. Request for approval of submission of Lee County Libraries' State Aid Application for 2018-2019.
- M. Reappointment of Walter Ferguson to the Sandhills Mental Health Board.
- N. Reappointment of Cy Richardson as the Fire Chiefs Association representative on the Lee County Fire Advisory Board.

Upon a vote, the results were as follows:

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

The Chair ruled the motion had carried unanimously.

III. PRESENTATIONS

A. Proclamation recognizing the Lee County Parks and Recreation 12 and Under All Stars for winning the Dixie Youth State Championship.

The Lee County Parks and Recreation 12 and Under All Star Team won the Dixie Youth League 12U State Championship in Eden, NC in July and participated in the Dixie Youth Baseball World Series at the beginning of August. This was the second time in the past three years the team has won the state championship. Commissioner Sloan moved to accept the Proclamation, 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 carried unanimously.

B. Presentation from Lee County Young Commissioner Angel Uy.

Lee County 4-H Young Commissioner Angel Uy presented to the Board of Commissioners about her experience as a 4-H Young Commissioner along with her selection and plans to attend the upcoming NCACC Annual Conference in August 2018 as the Association's Youth Voice. Ms. Uy will be representing Lee County at the National 4-H Conference in Atlanta, Georgia in November. No action was taken.

IV. PUBLIC COMMENTS

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

V. OLD BUSINESS

A. Consideration of instructing staff to enter into negotiations and a fee arrangement with a national law firm to represent the County in the opioid litigation.

At the July 23, 2018 regular meeting, the Board heard presentations from representatives of McHugh Fuller Law and Simmons Hanly Conroy regarding their approach to representation in the opioid litigation along with an update on the status of the cases currently under the jurisdiction of the multi-district litigation in Ohio. Ms. Parrish provided an overview of data gathered from the hospital including rates of Narcan dispensed and EMS calls, and information from the Health Department with the help of Project Lazarus which assists in addressing prescription drug use and overdose in the community. The NC DHHS website has a lot of statistical information from NCDetect, which detects opioid and heroin use by county. The Sheriff's Office was able to gather some information on the number of overdose calls they have responded to resulting in an increasing trend from 2010 to 2018. Chair Dalrymple stated that this topic will be addressed at the NCACC Annual meeting next week and recommended delaying the decision until after more information was obtained. Commissioner Reives moved to table the decision until more information is obtained. Commissioner Reives also suggested

talking with Attorney Atwater and Post regarding the situation and how it could impact the Board vote if the local pharmaceutical company is affected by the multi-district litigation. Upon a vote, the results were as follows:

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

The Chair ruled the motion had carried unanimously.

B. Consideration of an upset bid offer for the purchase of surplus property located on Lemon Springs Road, PIN 9549-17-7784-00.

The County foreclosed on the property located at PIN 9549-17-7784-00 in 2017. Currently, what is owed on the property is \$6,221.95, which includes the taxes and attorney fees owed. The Current tax value of the property is \$13,000. Charlie Martin submitted an offer to purchase the above mentioned property for \$1,000.00. At the July 23, 2018 regular meeting, the Board voted to sell the property through the upset bid procedure, declare the property surplus, and accepted Mr. Martin's initial offer of \$1,000. Mr. Martin's offer was advertised in *The Sanford Herald* on August 2, 2018. During the upset bid period, Mr. David Taylor submitted an upset bid of \$1,100 on August 7, 2018. At that time, Mr. Taylor paid his 5% deposit and advertising costs. Commissioner Sloan moved to accept the upset bid offer from David Taylor in the amount of \$1,100 and to advertise the offer in *The Sanford Herald*. Upon a vote, the results were as follows:

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

The Chair ruled the motion had carried unanimously.

C. Parks and recreation report on projects and bonds.

County Manager John Crumpton provided the board with a draft of the master plans for Horton, Temple, O.T. Sloan, and Kiwanis Children's Parks along with a summary of a memo providing staff recommendations for each park. OT Sloan improvement plans include rehabilitation of the tennis courts, rearranging entrances, using the entrance where the new State Employees Credit Union is located, and eliminating the dirt gravel driveway. Temple Park improvements include working towards grassing fields and creating more open space. In Kiwanis Children's Park, staff is working on agreements with DOT and the City on the roundabout at Wicker and Carthage Streets. DOT has mentioned the possibility of widening Carthage Street going down to the intersection. Under the LWCF rules, the property will have to be replaced acre per acre, so the County will have to go somewhere else to buy property. It is understood that DOT and the City will assist the County in the recoup of this property. Commissioner Reives asked Parks and Recreation Director John Payne to prioritize the usage of each park along with the type of usage. Mr. Crumpton stated staff hopes to work on bid packages to come back to the Board in September for the Board's consideration. The Parks and Recreation Commission will also weigh in on the recommendations. No action was taken.

D. Sanford Area Growth Alliance CEO Report to the Board.

Sanford Area Growth Alliance CEO, Joy Thrash provided an update to the Board in the areas of visitor services, the Welcome Center, economic development, staffing, and the announcement of Michael Smith as the new CEO beginning September 11, 2018. No action was taken.

VI. NEW BUSINESS

A. Discussion regarding role of ADA Committee.

The Americans with Disabilities Act Compliance Committee currently serves to resolve grievances filed by citizens related to public facilities, services, activities, and functions. A member of the ADA Committee has expressed an interest in modifying the Board's role to become active in making recommendations regarding special projects, facilities, and services provided by Lee County Government. Commissioner Reives moved to adopt a Resolution Modifying The Role of Americans with Disabilities Act Committee, 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 carried unanimously.

B. Consideration of reappointment of Walter Ferguson to the Sandhills Mental Health Board. – Moved to Consent

C. Consideration of reappointment of Cy Richardson as the Fire Chief's Association representative on the Fire Advisory Board. – Moved to Consent

D. Consideration of appointment of Emilia Guerrero as an alternate on the Parks and Recreation Commission.

Clerk to the Board Jennifer Gamble presented an application for appointment to the Parks and Recreation Commission from Emilia Guerrero. Commissioner Oldham moved to appoint Emilia Guerrero to serve as an alternate on the Parks and Recreation Commission. Upon a vote, the results were as follows:

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

The Chair ruled the motion had carried unanimously.

E. Resolution Regarding a Request from the San Lee Soccer Academy

Commissioner Knecht presented a resolution to support discussions between the Lee County Board of Education and the San Lee Soccer Academy regarding the Academy's request for the temporary use of school facilities to host games for the United

Premier Soccer League team. The San Lee Academy is interested in leasing a regulation size soccer field under the authority of Lee County Schools. Following discussion, Commissioner Reives moved to direct staff to draft a letter to the San Lee Soccer Academy copying the Board of Education recommending the submission of a formal request to the School Board detailing the specific plans. Upon a vote, the results were as follows:

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

The Chair ruled the motion had carried unanimously.

VII. MANAGERS' REPORTS

A. Financial Report for July 2018

Assistant County Manager/Finance Director Lisa Minter provided the monthly financial report for July 2018. No action was taken.

B. County Manager's Monthly Report for August 2018

County Manager John Crumpton presented the Monthly Manager's Report for August 2018, a copy of which is attached to these minutes and by this reference made a part hereof. No action was taken.

VIII. COMMISSIONERS' COMMENTS

ADJOURNMENT

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 carried unanimously and the meeting adjourned at 8:16 p.m.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk to the Board

ITEM #: II. B.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Minutes from the August 27, 2018 Closed Session Meeting

DEPARTMENT: Governing Body

CONTACT PERSON: Jennifer Gamble, Clerk to the Board

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve Closed Session Minutes from the August 27, 2018 Meeting
BUDGET IMPACT	N/A
ATTACHMENTS	Minutes are in a sealed envelope included in each Commissioner's agenda package. Open session minutes from August 27, 2018 are attached.
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Minutes as presented
SUMMARY	

A "draft" copy of the Minutes from the August 27, 2018 Closed Session Meeting of the Board has been prepared and provided for the Board's review.



ITEM #:
II. C.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Tax Release and Refund Report for August 2018

DEPARTMENT: Tax Administration

CONTACT PERSON: Mary Yow, Tax Administrator

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approval of Tax Releases and Refunds for August 2018.
BUDGET IMPACT	No
ATTACHMENTS	1) Release Code Descriptions 2) General Statute 105-381 (b) 3) Personal Property Abatement Report 4) Waste Fee Abatement Report
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approval of Tax Releases and Refunds for August 2018.
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.

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.



Committed Today for a Better Tomorrow

Personal Property Abatement Report

From 8/1/2018 To 8/31/2018

	Value	County Tax	County Penalty	District Tax	District Penalty	Total	Release Code
2018							
Release							
ARGUETA, ADELINA	\$1,450.00	\$11.53	\$1.15	\$8.99	\$0.90	\$22.57	T-12
BLACK MOUNTAIN JEWELRY	\$2,500.00	\$19.88	\$1.99	\$15.50	\$1.55	\$38.92	T-11
BROOKS, LAWRENCE	\$4,265.00	\$33.91	\$0.00	\$26.44	\$0.00	\$60.35	T-6
COOK, JAMES	\$3,092.00	\$24.58	\$0.00	\$19.17	\$0.00	\$43.75	T-4
CORNS, JEFFERY GLEN	\$2,070.00	\$16.46	\$1.65	\$1.99	\$0.20	\$20.30	T-6
DANIELS, ERIC	\$18,208.00	\$144.75	\$0.00	\$17.66	\$0.00	\$162.41	T-4
EAGEN, MICHAEL HOWARD	\$4,383.00	\$34.84	\$0.00	\$6.36	\$0.00	\$41.20	T-6
FUTUTANI, MAKI	\$18,645.00	\$148.23	\$0.00	\$115.60	\$0.00	\$263.83	T-6
GLORYLAND-IN-C,	\$9,300.00	\$73.94	\$7.39	\$57.66	\$5.77	\$144.76	T-11
HEIMBECKER, PAUL	\$4,725.00	\$37.56	\$0.00	\$5.91	\$0.00	\$43.47	T-6
HERRING, BOYD DALE	\$4,979.00	\$39.58	\$0.00	\$4.33	\$0.00	\$43.91	T-3
J J J REPAIR,	\$1,068.00	\$8.49	\$0.85	\$6.62	\$0.66	\$16.62	T-6
JEREMIAH, EUGENE LEE	\$13,067.00	\$103.88	\$0.00	\$12.67	\$0.00	\$116.55	T-6
JEREMIAH, EUGENE LEE	\$18,457.00	\$146.73	\$0.00	\$17.90	\$0.00	\$164.63	T-6
JONES, ROSEMARY	\$1,864.00	\$14.82	\$0.00	\$1.79	\$0.00	\$16.61	T-6
LAMCO ASSOCIATES LLC,	\$15,700.00	\$124.82	\$12.48	\$97.34	\$9.73	\$244.38	T-3
LAMCO ASSOCIATES LLC,	\$15,700.00	\$0.00	\$0.00	\$17.27	\$1.73	\$19.00	T-3
LEGGETT, JOSEPH CLIFFORD	\$1,917.00	\$15.24	\$0.00	\$1.86	\$0.00	\$17.10	T-6
LILLY, MICHAEL EUGENE	\$10,810.00	\$85.94	\$0.00	\$67.02	\$0.00	\$152.96	T-4
MCBRYDE, JENNIFER STACY	\$12,783.00	\$101.62	\$0.00	\$11.12	\$0.00	\$112.74	T-6
MOSES, TERRI	\$959.00	\$7.62	\$0.76	\$0.93	\$0.09	\$9.41	T-9
SAULS, JOHN IRWIN	\$4,591.00	\$36.50	\$0.00	\$28.46	\$0.00	\$64.96	T-6
WASTE INDUSTRIES LLC,	\$0.00	\$0.00	\$338.06	\$0.00	\$263.65	\$601.71	T-8
WELLS FARGO FINANCIAL	\$9,815.00	\$78.03	\$0.00	\$9.42	\$0.00	\$87.45	T-4
WELLS FARGO FINANCIAL	\$16,743.00	\$133.11	\$0.00	\$103.81	\$0.00	\$236.92	T-4
WOODARD, TOY EUGENE	\$2,610.00	\$20.75	\$2.07	\$3.78	\$0.38	\$26.98	T-7
Release Total :	\$199,701.00	\$1,462.81	\$366.40	\$659.60	\$284.66	\$2,773.49	
Refund							
KELLY, RONNIE	\$800.00	\$6.36	\$0.00	\$0.77	\$0.00	\$7.13	T-12
Refund Total :	\$800.00	\$6.36	\$0.00	\$0.77	\$0.00	\$7.13	



Committed Today for a Better Tomorrow

Personal Property Abatement Report

From 8/1/2018 To 8/31/2018

	Value	County Tax	County Penalty	District Tax	District Penalty	Total	Release Code
2017							
Release							
WOODARD, TOY EUGENE	\$2,800.00	\$22.26	\$2.23	\$4.06	\$0.41	\$28.95	T-7
Release Total :	\$2,800.00	\$22.26	\$2.23	\$4.06	\$0.41	\$28.95	
2016							
Release							
ALVAREZ, ROBERTO	\$5,350.00	\$42.53	\$4.25	\$32.10	\$3.21	\$82.09	T-12
WOODARD, TOY EUGENE	\$2,990.00	\$23.77	\$2.38	\$4.34	\$0.43	\$30.92	T-7
Release Total :	\$8,340.00	\$66.30	\$6.63	\$36.44	\$3.64	\$113.01	
2015							
Release							
ALVAREZ, ROBERTO	\$5,730.00	\$45.55	\$4.56	\$34.38	\$3.44	\$87.92	T-12
Release Total :	\$5,730.00	\$45.55	\$4.56	\$34.38	\$3.44	\$87.92	



Waste Fee Abatement Report

From 8/1/2018 To 8/31/2018

Solid Waste Fees

Release Code

2018

Release

SW - Waste Disposal

GRIFFIN, ROBERT ALEX	\$107.50	VA
ZION CHRISTIAN CHURCH,	\$107.50	VA
SW - Waste Disposal Totals:	\$215.00	

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. D.

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: FY 2019 Seniors Health Insurance Information (SHIIP) Outreach Grant under the State Health Insurance Assistance Program through the North Carolina Department of Insurance

DEPARTMENT: Lee County Senior Services

CONTACT PERSON: Debbie Davidson

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve Grant Application
BUDGET IMPACT	Additional \$3,886
ATTACHMENTS	Grant Announcement and Statement of Work (DocuSign Contract to be sent to the Chair of the Lee County Board of Commissioners)
PRIOR BOARD ACTION	None
RECOMMENDATION	Approve FY 2018 SHIIP Outreach Grant Application.
SUMMARY	

Lee County has been allocated \$3,886.00 in grant funding to provide outreach for Older Adults to better understand Medicare benefits. **No matching funds are required.**

Funds are proposed to be used in the SHIIP (Seniors Health Insurance Information Program) program to assist with outreach activities to Medicare recipients in understanding their summary of benefits statements and extra help availability.

Funds are proposed to be used for program expenses, advertising and promotional items for the Welcome to Medicare events and required SHIIP quarterly trainings. Funds will also be used to cover travel expenses for SHIIP Coordinator to attend state training conference.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Grant Name: CDAP - State Health Insurance Assistance Program
Federal Awarding Agency: US Department of Health & Human Services,
Administration for

Community Living

CFDA #	93.324	Fiscal Year:	2018-2019
Grant Award #	90SAPG0027-02-01	Performance Period:	7/1/2018 - 6/30/2019
Cost Center:	16001636g8	Award Amount \$	3,886.00
Account #	536405	Federal Award Date:	6/14/18

Contract Between

Recipient:

State of North Carolina
Department of Insurance
SHIIP Division

Subrecipient:

Name: The Enrichment Center
County: Lee
Tax ID/FIN# 56-6000313
DUNS # 67439703

This Contract and its attachments shall be completed and returned to the Recipient within 45 days of receiving the electronic document in order for the Recipient to process the award and provide funds to the Subrecipient. The Subrecipient shall provide the Recipient with progress reports and a final report detailing the Subrecipient's use of State funds.

1. **Contract Documents:** This Contract shall consist of the following documents, incorporated herein by reference:

- (1) This Contract;
- (2) General Terms and Conditions for Public Sector Contracts (Attachment A)
- (3) Statement of Work (Attachment B)
- (4) Line Item Budget and Budget Narrative (Attachment C)
- (5) Certifications Regarding, Drug-Free Work-Place; Lobbying; and Debarment, Suspension and Other Responsibility Matters (Attachment D)
- (6) Certification of Eligibility Under the Iran Divestment Act (Attachment E)

These documents constitute the entire agreement between the Parties and supersede all prior statements or agreements.

2. **Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1. above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3. **Subrecipient's Duties:** The Subrecipient shall provide the services as described in Attachment B with the terms of this Contract and in accordance with the approved budget in Attachment C. The Subrecipient shall maintain and make available all records, papers, vouchers, books, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Recipient, the North Carolina State Auditor, or applicable federal agencies. Upon termination of contract as a SHIIP Coordinating Site, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIIP functions shall be returned to the Recipient in good working order. The

Subrecipient shall submit to the Recipient all plans, reports, documents or other products that the Recipient may require, in the form specified by the Recipient, including at the least following:

- A) A final budget report of expenses incurred during the contract period date;
- B) A mid-year report of the contracted activities of the Subrecipient due by January 31;
- C) A final comprehensive report within sixty (60) days of the project end date; due on or before August 31.

- 4. **Recipient's Duties:** The Recipient shall reimburse the Subrecipient for the costs of services and activities described in Attachment B and in accordance with the approved budget in Attachment C. The Recipient shall monitor the Subrecipient for compliance with the terms of this Contract; and shall specify all reports and other deliverables required from the Subrecipient. The Recipient shall pay the Subrecipient in the manner and in the amounts specified in the Contract Documents.

a. There are no matching requirements from the Subrecipient.

b. The Subrecipient's matching requirement is \$n/a, which shall consist of:

- In-kind Cash
- Cash and In-kind Cash and/or In-kind

The contributions from the Subrecipient shall be source from non-federal funds.

- 5. **Conflict of Interest Policy:** The Recipient has determined that this Contract is not subject to NCGS 143C-6-22 & 23.
- 6. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Recipient upon termination of this Contract.
- 7. **Grants:** The Subrecipient has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Subrecipient to comply with the terms and conditions set forth in this Contract. The grant award for the contract is not to be used for Research & Development (R&D).
- 8. **Payment Provisions:** As provided in NCGS 143C-6-21 this Contract is an annual appropriation of \$100,000 or less to or for the use of a non-profit corporation and payment shall be made in a single annual payment.
- 9. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, address, telephone number and fax number of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, address, telephone number and fax number of its Contract Administrator by giving timely written notice to the other Party.

For the Recipient:
 Melinda Munden, Deputy Commissioner
 SHIIP Division
 1201 Mail Service Center
 Raleigh, NC 27699-1201

For the Subrecipient:
 Janice Holmes
 The Enrichment Center
 1615 S. Third Street
 Sanford, NC 27330

Telephone: 919-807-6900

Telephone: 919-776-0501

- 10. **Supplementation of Expenditures of Public Funds:** The Subrecipient assures that funds received under this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds the Subrecipient otherwise expends for SHIIP services and related programs. Funds received

under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Subrecipient's total expenditure of other public funds for such services.

11. **Disbursements:** As a condition of this Contract, the Subrecipient acknowledges and agrees to make disbursements in accordance with the following requirements:
 - a. Implement adequate internal controls over disbursements;
 - b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment;
 - Payment due date;
 - Adequacy of documentation supporting payment; and
 - Legality of disbursement;
 - c. Assure adequate control of signature stamps/plates;
 - d. Assure adequate control of negotiable instruments; and
 - e. Implement procedures to ensure that the account balance is solvent and reconcile the account monthly.
12. **Outsourcing:** The Subrecipient certifies that it has identified to the Recipient all jobs related to the Contract that have been outsourced to other countries, if any. Subrecipient further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Recipient.
13. **Executive Order # 24:** NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.
14. **Audit:** The Recipient reserves the right to conduct an audit through the NCSMP Program Director. The Subrecipient must permit access to records and financial statements by the audit staff of Recipient as necessary.
15. **Federal Certifications:** The Subrecipient agrees to execute the following federal certifications that are attached to this agreement (applicable when receiving federal funds).
 - A. Certification Regarding Lobbying.
 - B. Certification Regarding Department.
 - C. Certification Regarding Drug-Free Workplace Requirements.

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16. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Subrecipient:

BY: _____

DATE: _____

Division of SHIP,

DocuSigned by:
Melinda Munden
BY: _____
Melinda Munden

DATE: 08/13/2018


BY: _____

DATE: _____

BY: _____

DATE: _____

Contract is not executed until last signature is obtained.

Reviewed by: 

Controller's Office Review:

Attachment A
General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. Some definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Recipient" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Recipient" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Recipient to the Office of the State Auditor that states that the Subrecipient has met the reporting requirements established by this Subchapter and included a statement of certification by the Recipient and copies of the submitted Subrecipient reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the Recipient, Subrecipient, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to

individuals for Medicare and Medicaid patient services.

- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an Recipient, Subrecipient, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the Subrecipient or subgrantee during the performance of the grant.
- (10) "Subrecipient" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Subrecipient" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in NCGS 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or

collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.

- (17) "Subgrantee" has the meaning in NCGS 143C-6-23(a)(3): a non-State entity that receives State funds as a grant from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in NCGS 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Subrecipient is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Subrecipient represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Recipient.

Subcontracting: The Subrecipient shall not subcontract any of the work contemplated under this Contract without prior written approval from the Recipient. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Recipient shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Subrecipient shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Subrecipient has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Subrecipient to comply with the standards set forth in this Contract.

Assignment: No assignment of the Subrecipient's obligations or the Subrecipient's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Subrecipient's payment check(s) directly to any person or entity designated by the Subrecipient, or
- (b) Include any person or entity designated by Subrecipient as a joint payee on the Subrecipient's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Subrecipient and the Subrecipient shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Recipient and the named Subrecipient. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Recipient and Subrecipient that any such person or entity, other than the Recipient or the Subrecipient, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Subrecipient agrees to indemnify and hold harmless the Recipient, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Subrecipient in connection with the performance of this Contract.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination Without Cause: The Recipient may terminate this contract without cause by giving 60 days

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written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Recipient, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Termination for Cause: If, through any cause, the Subrecipient shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Recipient shall have the right to terminate this Contract by giving written notice to the Subrecipient and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Subrecipient under this Contract shall, at the option of the Recipient, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Subrecipient shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of the Subrecipient's breach of this agreement, and the Recipient may withhold any payment due the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Recipient from such breach can be determined.

Waiver of Default: Waiver by the Recipient of any default or breach in compliance with the terms of this Contract by the Subrecipient shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Recipient and the Subrecipient and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Recipient.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive

the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Recipient determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Recipient may require to ensure compliance.

Executive Order # 24: "By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who have a contract with a governmental agency; or have performed under such a contract within the past year; or anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and NCGS Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Recipient. The Subrecipient shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Subrecipient shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Subrecipient shall comply with all federal and state laws relating to equal employment opportunity.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Subrecipient under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Recipient. The Subrecipient acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64.7. Additionally, as the State funding authority, the Recipient and all applicable federal agencies or their agents shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Recipient. State 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 Contract 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.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Subrecipient, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Recipient and the Subrecipient.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Recipient. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Subrecipient agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the

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Recipient for loss of, or damage to, such property. At the termination of this Contract, the Subrecipient shall contact the Recipient for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Subrecipient for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Subrecipient and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Subrecipient shall not use the award of this Contract as a part of any news release or commercial advertising, except as allowed in Attachment B.

Attachment B

For the period 7/1/2018 - 6/30/2019

Statement of Work

Subrecipient: The Enrichment Center

This statement should be a short summary describing what the Subrecipient does and how the Subrecipient will use these funds. The terms of the contract between the SHIIP office and the agencies require local programs meet these goals for the contract period. The uses of these funds are not limited to but **MUST** include the following activities:

1. Initiate and develop relationships with local community partners such as, Community Health Centers, Chambers of Commerce, Realtor Associations, Community Arts Programs, Parks & Recreation Departments, etc.... to promote SHIIP's toll-free number and services provided by SHIIP;
2. Conduct a minimum of seven (7) dedicated enrollment events (counseling clinics) -one (1) must be dedicated to the disability population-during the period of 10/15/18 through 12/7/18 and conduct two (2) or more counseling clinics during the period of 1/1/19 through 3/31/19;
3. Conduct a minimum of two (2) presentations - at least one (1) New to Medicare or Medicare 101 presentation to the general public and one (1) Medicare Education presentation to a disability group or potential Extra Help group in your county including information on the Senior Medicare Patrol Program, Medicare Fraud and new Medicare cards; and represent SHIIP at a minimum of two (2) health fairs/senior fairs/special events utilizing local certified SHIIP counselors;
4. Submit Beneficiary Contact and Group Outreach and Education and Media Outreach and Education forms by the 15th of the month following the counseling session or event through the Federal reporting system STARS website for the date range of 4/1/2018 through 3/31/2019;
5. Counsel at least three (3) percent of the county's Medicare population while striving toward a goal of reaching five (5) percent of the county's Medicare population and report in the Federal reporting system STARS for the date range of 4/1/2018 through 3/31/2019;
6. Attend the Annual SHIIP Coordinators' Training Conference July 16-18, 2018; this is mandatory for all coordinators;
7. Reach out to 50 percent of the county's total population for Group Outreach and Education events and Media Outreach and Education events along with reporting in the Federal reporting system STARS for the date range of 4/1/2018 through 3/31/2019 (Group Outreach and Education events include: health fairs, senior fairs, interactive presentation to the public and enrollment events. Media Outreach and Education events include: television, radio, local newspapers, health fairs, newsletters, magazines, emails, flyers, digital banners, etc.);
8. Coordinate a county volunteer recognition event during the grant period providing volunteers with appreciation items from the North Carolina SHIIP office;
9. Participate in monthly Coordinator webinars/conference calls from July 2018 through June 2019 and attend quarterly follow-up meetings; and
10. Coordinators will provide program information to county volunteers, including emails, SHIIP News and other materials received from the North Carolina SHIIP office.

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Subrecipient Response to Scope of Work:

As SHIIP is located in The Enrichment Center, the building where Lee County Senior Services is housed, I have the opportunity to promote the program to a variety of community partners. I regularly speak to community civic groups and churches. I will be the guest speaker at the Senior's Aglow meeting on Tuesday, October 18, 2018. This is a group of older adults who meet monthly at a local church. I also represented SHIIP at the National Night Out event in Lemon Springs, NC on Tuesday, August 7, 2018 with an excess of 600 attendees.

A Welcome to Medicare program is planned for September 20 at 5:30 pm here at The Enrichment Center and SHIIP will be represented at a local dialysis patient community resource event on Sunday, August 19, 2018.

All other requirements for the Statement of Work will be met including the submission of all forms via the STARS system.

Attachment C

For the period 7/1/2018 - 6/30/2019

Line Item Budget and Budget Narrative

Provide a budget and short narrative on the use of the funding amount reflected on the contract. Please provide details of all expenses including routine charges. These expenditures may include telephone, postage, salary, equipment purchases, internet services etc. Upon termination of contract as a SHIP Coordinating Site, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIP functions shall be returned to the Recipient in good working order.

All budgets must be approved by the Recipient.

Subrecipient Name: The Enrichment Center **Award Amount:** \$ 3,886.00

All fields must be completed.

Zero is an acceptable answer.

Must agree to the award amount.

Is this required by your local government?

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

Yes



Budget	Amount
Contractual	0
Construction	0
Supplies	1086
Equipment	0
Other	2000
Travel	800
Personnel	0
Fringe	0
Total	3,886.00

Written description of planned expenditures:

The grant funds will be used to offset incurred expenses of the program. \$1086 will go towards operating costs including postage, paper, ink and internet costs. \$2000 will go towards advertising and promotional items to assist with outreach to the community. The remaining \$800 will go toward the required attendance of the coordinator's conference.

Attachment D
Certifications Regarding, Drug-Free Work-Place; Lobbying; and
Debarment, Suspension and Other Responsibility Matters

1. Drug-Free Work-Place

The undersigned (authorized official) certifies that it will provide a drug-free workplace in accordance with the Drug-Free Work-Place Act of 1988, 45 CFR Part 76, subpart F. The certification set out below is a material representation of fact upon which reliance will be placed when awarding the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspensions or termination of grants or government wide suspension or debarment.

The Subrecipient certifies that it will or will continue to 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 Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient'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 to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); above;
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the Recipient, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Recipient on whose grant activity the convicted employee was working.
- Notices shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; 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;
 - (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).

The Subrecipient certifies that, as a condition of the grant, it will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

2. Lobbying

Title 31 of the United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who request or received a Federal grants or cooperative agreement must disclose lobbying undertaking with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part93).

The undersigned (authorized official) certifies, to the best of his or her knowledge and belief, that:

(a) 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, any officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan or cooperative agreement;

(b) 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 Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 and not more than \$100,000 for each such failure.

3. Debarment, Suspension and Other Responsibility Matters

NOTE: In accordance with 45 CFR Part 76, amended June 26, 1995, any debarment, suspension, proposed debarment or other government wide exclusion initiated under the Federal Acquisition Regulation (FAR) on or after August 25, 1995, shall be recognized by and effective for Executive Branch agencies and participants as an exclusion under 45 CFR Part 76.

(a) Primary Covered Transactions

The undersigned (authorized official) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed under the assurances page in the application package.

(b) Lower Tier Covered Transactions

The applicant agrees by submitting this proposal that it will include, without modification, the following clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction" (Appendix B to 45 CFR Part 76) in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions:

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

(1) The prospective lower tier participant certifies by submission of this proposal, 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.

(2) 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.

Signature of Authorized Certifying Official	Title
Subrecipient Name The Enrichment Center	Date Submitted

Attachment E

CERTIFICATION OF ELIGIBILITY

Under the Iran Divestment Act

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: The Enrichment Center of Lee County

By: _____
Signature Date

Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 et seq., but has been renumbered for codification at the direction of the Revisor of Statutes.

DocuSign Envelope ID: 4B8CF84C-F65F-4192-8DF5-64AAC3B87785

All Participants: Enter any necessary notes throughout the process in the comments box below.
Comments are not part of the contract.

Please do not enter anything here as it will only restart the process. Thank you.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #: II. E.

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: FY 19 Senior Center General Purpose Funding

DEPARTMENT: Lee County Senior Services

CONTACT PERSON: Debbie Davidson

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve Grant Application
BUDGET IMPACT	-246.00
ATTACHMENTS	Grant Application
PRIOR BOARD ACTION	None
RECOMMENDATION	Approve FY 19 Senior Center General Purpose Funding Grant Application.
SUMMARY	

Attached is the application packet for the FY 2018/2019 Senior Center General Purpose Grant Funding. The total funds allocated to Lee County are \$10,693.00. These funds are allocated based on the Center of Excellence Certification for Senior Centers in North Carolina. Lee County was re-certified in June, 2018. The local 25% local match requirement of \$3,564 is available in the current approved Lee County Senior Services Budget; therefore, no additional funds are needed to cover this amount.

These funds may be used for enhancements to the organization, including marketing, fitness equipment, furnishing, and My Senior Center computer program maintenance fee.

Grant Allocation is \$246.00 less than Original Allocation estimated during the FY 19 budget process. Additional Home and Community Care Block grant funding will cover the deficit.

STATE APPROPRIATION FOR SENIOR CENTERS THROUGH
THE 2018 SESSION OF THE
NC GENERAL ASSEMBLY

SENIOR CENTER GENERAL PURPOSE FUNDING

FY 2018-2019 APPLICATION PACKET

NAME/ADDRESS AREA AGENCY ON AGING

Lee County Senior Services
Lee County, NC

The Triangle J Area Agency reserves the right to request additional information, references, to accept or reject any or all proposals to waive technicalities, to accept proposals in whole or in part, and to award a contract(s) which, in the opinion of the grantee, best serves the older adults.

SENIOR CENTER GENERAL PURPOSE FUNDING

Introduction and Instructions

The Triangle J Area Agency is pleased to announce the availability of funds for use by senior centers to support and develop programming and general operations or to construct, renovate, or maintain senior center facilities. \$1,265,316 in general purpose funding was allocated for senior centers for the current fiscal year. This funding is allocated to the Area Agencies on Aging for distribution to the centers within the region which provide full time programs or will utilize the funding to develop full time programs. Across the state 172 senior centers or developing senior centers will be funded.

The Division of Aging and Adult Services has worked hard to enhance and expand the statewide certification process for senior centers with standards that encourage centers across the state to strive for levels of 'merit' or 'excellence'. An intent of the certification process has been to increase base funding for those who have successfully completed the process. This ensures that funding is being well spent on readily identifiable programs and services and provides an incentive for centers that make investments to meet certification requirements. Therefore, in order to provide an incentive to work toward certification, and to reward those who achieve it, the Division has decided to fund senior centers equally, based upon their certification status. Centers of Merit will receive two shares of the funding of non-certified centers and Centers of Excellence will receive three times the funding of non-certified centers. The objectives for this year are to:

- Allocate funding equally to every center, based upon certification status;
- Require documentation and accountability for the use of funding, and;
- Provide incentives for centers to improve themselves through certification.

Again this year it has been decided to divide the annual appropriation into *shares* based on the total number of senior centers as determined by the Area Agencies on Aging plus extra shares for each senior center which

meets certification status. Uncertified, identified centers will receive one share.

For FY 2018-2019, total funding available to the counties in Region J will amount to \$153,265. Effective period: July 1, 2018-June 30, 2019.

Your center is eligible to receive:

Enrichment Center Senior Center

FY 18-19	Senior Center General Purpose Funding	\$10,693
	Local Match (25%)	\$ 3,564
	TOTAL	\$14,257

It is the responsibility of the applicant to certify the availability of the local match. The funds require a 25% local match. The funds must be spent first before reimbursed and before **June 30, 2019**. Therefore, projected June expenditures must be reported with May services reported in June otherwise the unutilized portion of your allocation will revert to the state.

Application submissions should include:

- (1) A completed description of proposed activities (add additional pages as needed).
- (2) Certification of the availability of local match.
- (3) A budget for senior center general purpose activities.

APPLICATION FOR SENIOR CENTER GENERAL PURPOSE FUNDING

Applicant Information

Date: **August 16, 2018**

Project Name: **Lee County Senior Services, The Enrichment Center**

Name of Project Director: **Deborah Davidson**

Telephone Number: **919-776-0501 Ext. 2216 FAX: 919-774-7593**

E-Mail: **ddavidson@leecountync.gov**

Name and Address of Applicant: **Lee County Senior Services, 1615 S. Third Street, Sanford, NC 27330**

Type of Agency Applying: Private-Non-Profit _____
Public X

Location of Project: **Lee County**

ASSURANCES

County of Lee (hereinafter referred to as "Subgrantee") HEREBY AGREES 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; and (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps.

Signature and Title of Authorized Official
[e.g., Director, Board Chairman]

Date

CERTIFICATION OF THE AVAILABILITY OF REQUIRED NON-FEDERAL MATCH FOR SENIOR CENTER GENERAL PURPOSE FUNDING

It is understood that the following required 25 percent non-federal match will be used to match Senior Center General Purpose funds in FY 18-19 and will not be used to match any other federal or state funds during the contract period.

The provider shall expend the award in keeping with the attached project description indicating how funding will be utilized. Funding will not be disbursed until this application is received and approved by the Area Agency on Aging. The contractor shall make a final report indicating how funding was utilized in a format provided by the Area Agency on Aging.

FY 18-19	
Budget Request \$ 10,693	Example only: non certified center: \$4,069
Required 25% Match \$ 3,564	divided by .75=\$5,425 [Total projected budget]
Total FY 18-19 Projected Budget \$ 14,257 (up to the amount of the grant)	\$5,425 minus \$4,069= \$1,356 [local match]

Authorized Signature: _____

Title: Chair, Lee County Board of Commissioners

Date: _____

SENIOR CENTER GENERAL PURPOSE PROJECT DESCRIPTION

1. Senior Center to receive funding: **The Enrichment Center**
 2. Amount of funding: **\$ 14,257**
 3. Area served by Senior Center: **County of Lee**
-

4. Describe how the funding will be spent:

- ❖ Annual fee for MySeniorCenter attendance and room scheduling equipment. Includes technical support.
- ❖ Replace and/or repair fitness room equipment.
- ❖ Purchase wireless microphones for Drama Club.
- ❖ Purchase Senior Center Motion Picture License to play movies at the Senior Center.
- ❖ Pay professional services for speakers, entertainers and instructors.
- ❖ Program supplies, advertising and printing of materials for the annual events.
- ❖ Supplement annual senior trip to the State Fair in Raleigh, NC.
- ❖ Paid advertising about the Senior Center, classes and programs.
- ❖ Public access internet and wireless connection for participants' use, classes and programs.
- ❖ Replace or add appliances in the Senior Center.
- ❖ Supplement the Veterans Service Office with supplies, program materials and equipment.
- ❖ Supplement the cost of training required by Senior Center Certification.
- ❖ Required training for fitness and wellness instructors.
- ❖ Printing The Center Post monthly newsletter.
- ❖ Computer laptop and other technology equipment maintenance and/or replacement.
- ❖ Promotional handouts and prizes for health/information fairs.
- ❖ Marketing tools such as: banners, posters, magnets, cups, pens, bags.
- ❖ Dues and subscriptions to periodicals and associations for program ideas and information.
- ❖ Equipment, furniture and general supplies for the Senior Center and its grounds.

STATE APPROPRIATIONS FOR SENIOR CENTER BUDGET INFORMATION
STATE FISCAL YEAR 2018-19

Organization Name: **Lee County Senior Services**

Senior Center(s) Name: **The Enrichment Center**

Address: **1615 S. Third Street, Sanford, NC 27330**

Period Covered: **July 1, 2018 – June 30, 2019** Date Prepared: **August 16, 2018**

<u>OBJECTS OF EXPENDITURE</u>		<u>AMOUNT</u>
Salary and Fringe Benefits	\$	0
Supplies/Other Operating Costs	\$	4,757
Equipment	\$	8,000
Capital Outlay (Real Estate, Construction, Renovation)	\$	0
Other ___MySeniorCenter Fee	\$	<u>1,500</u>
TOTAL BUDGET (Including local match) (Up to grant amount, only)	\$	14,257

Each organization that receives, uses or expends any state funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly or collected by the State. State funds include federal funds that flow through the state. If the contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Circular A-133 and the NC Single Audit Implementations Act of 1987. If the Contractor is a non-governmental entity, such entity is subject to the provisions of G.S. 143-6.2. Additionally, any non-governmental entity except a for-profit corporation is subject to the provisions of OMB Circular A-133.

AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____



ITEM #:
II. F.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Rural Operating Assistance Grant Application FY 19

DEPARTMENT: Senior Services/COLTS

CONTACT PERSON: Debbie Davidson

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve the North Carolina Department of Transportation FY2018/2019 Rural Operating Assistance Grant Application.
BUDGET IMPACT	\$172,512.00
ATTACHMENTS	Application and Certified Statement
PRIOR BOARD ACTION	Approved in FY 2019 Budget Request
RECOMMENDATION	Approve the North Carolina Department of Transportation FY 2018/2019 Rural Operating Assistance Grant Application.
SUMMARY	

North Carolina Department of Transportation FY2018/2019 Rural Operating Assistance Grant Application.

The following funding levels have been allocated to Lee County:

Elderly and Disabled Transportation Assistance - \$67,905.00 – no match required. These funds assist clients of Lee County Senior Services, and Lee County Industries, as well as dialysis patients and other elderly or disabled Lee County residents with needed transportation services.

Employment Funds - \$16,021.00 – no match required. These funds assist Department of Social Services work first clients, Workforce Development programs or other citizens in need of employment transportation.

Rural General Public - \$88,586.00 – Minimum match – 10% Fare charged to passengers. These funds will be used to transport the general public for various transit needs on a space available and location basis.

Total - \$172,512.00

The only applicant for this funding is the County of Lee.

Deborah Davidson

From: Freitag, Carolyn M <cmfreitag@ncdot.gov>
Sent: Friday, August 24, 2018 11:39 AM
To: Freitag, Carolyn M
Cc: PTD All
Subject: [EXTERNAL]FY19 ROAP Application

CAUTION: External Email. Do not click links or open attachments unless verified. Send all suspicious email as an attachment to

All, the ROAP program underwent an audit over the summer and we were waiting for the audit report to determine if there are any recommendations or changes that needed to be made to the program before we posted the application. We haven't received the report yet but could not hold the application any longer if we are going to disburse the funds on September 15th.

After consultation with Debbie Collins we are disbursing the ROAP funds on September 15th, November 15th, and January 15th, and we are extending the application submission deadline until Tuesday, October 9th. The September disbursement will be one third of the amount allocated and any adjustments to the allocated amounts (i.e., unspent funds, reductions for late reporting, etc.) will be accounted for in the November disbursement.

We apologize for any inconvenience this may have caused.

Carolyn

Carolyn M. Freitag
Transportation Program Planner
Public Transportation Division
Transportation

919 707 4677 office
cmfreitag@ncdot.gov

1 S Wilmington Street, Room 534
1550 Mail Service Center
Raleigh, NC 27699-1550



From: NCDOT Public Transportation - CTP
Sent: Thursday, August 23, 2018 1:56 PM
To: Adcock, Kathy (kadcock@personcounty.net) <kadcock@personcounty.net>; Allen, Joan (jallen@bladenco.org) <jallen@bladenco.org>; Alm, April (april.alm@transylvaniacounty.org) <april.alm@transylvaniacounty.org>; Amerson, Pamela (pamerson@harnett.org) <pamerson@harnett.org>; Anderson, Eric (erica@landofsky.org) <erica@landofsky.org>; kangel@maconnc.org; Arnold, Alicia (alicia.arnold@wakegov.com) <alicia.arnold@wakegov.com>; Austin, Lynn (lynn.austin@yanceycountync.gov) <lynn.austin@yanceycountync.gov>;

Application for Transportation Operating Assistance

FY2019 Rural Operating Assistance Program Funds

Name of Applicant (County)	Lee
County Manager	John A. Crumpton
County Manager's Email Address	jcrumpton@leecountync.gov
County Finance Officer	Lisa G. Minter
CFO's Email Address	lminter@leecountync.gov
CFO's Phone Number	919-718-4600
Person Completing this Application	Deborah P. Davidson
Person's Job Title	Director Lee County Senior Services
Person's Email Address	ddavidson@leecountync.gov
Person's Phone Number	919-776-0501
Community Transportation System	County of Lee Transit System
Name of Transit Contact Person	Sidney B. Morgan
Transit Contact Person's Email Address	smorgan@leecountync.gov

Application Completed by: _____ Date: _____
Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the quarterly milestone reports are not submitted on or before the due dates that ½ of 1 percent per business day, beginning the day after the due date until the date the report is received, will be deducted from the following quarter's disbursement. I certify and understand that any quarterly unspent funds will be deducted from the following quarter's allocation and the total amount of unspent funds at the end of the period of performance will be deducted from the following year's allocation.

County Manager: _____ Date: _____
Signature

County Finance Officer: _____ Date: _____
Signature

Application Instructions

County officials should read the ROAP Program Administration Guide which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-PTD Mobility Development Specialist assigned to the area served by the transit system.

FY2019 ROAP Program Schedule

Application Deadline	August 27, 2018
Disbursement #1	September 15, 2018
Disbursement #2	January 15, 2019
 Milestone Reports	
Quarter 1 Milestone Report due	October 31, 2018
Quarter 2 Milestone Report due	January 31, 2019
Quarter 3 Milestone Report due	April 30, 2019
Quarter 4 Milestone Report due	August 31, 2019* (Annual)

County’s Management of ROAP Funds

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process
- **ROAP funds are expended on only eligible activities as described in Appendix A of the ROAP Guidance. A county that uses any ROAP funds for non-public transportation trips will have a penalty of 10% assessed on all amounts of ROAP funds misspent.**
- Supporting documentation of expenditures is maintained
- Service recipients meet eligibility requirements and their eligibility is documented
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance
- An accounting of trips and expenditures is provided in quarterly reports to NCDOT
- ROAP funds received and expended are included in the local annual audit

Transportation Needs and Public Involvement in Funding Decisions	Yes	No
A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated?	X	
B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?	X	

C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	X	
Financial Management of ROAP Funds		
	Yes	No
D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?		X
E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? <i>(Include a sample agreement with application)</i>		
F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? <i>(Their procurement practices will need to meet all federal and state requirements for procurement of professional services.)</i>		X
G. Are ROAP funds being deposited in an interest bearing account?	X	
H. Does the county provide any local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?	X	
I. Is supporting documentation maintained for all ROAP grant financial transactions for five years? IMPORTANT: Yes is the only correct answer.	X	
Monitoring and Oversight Responsibilities		
	Yes	No
J. Does the county require the subrecipients of ROAP funds to provide progress reports and statistical data about the trips provided with ROAP funds?	X	
K. If progress reports and/or operating statistical reports are required by the county, how frequently are these provided to the county for evaluation? Monthly Reports are evaluated		
L. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?	X	
Accountability to North Carolina Taxpayers		
	Yes	No
M. Is the county prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at the specified cost?	X	

Employment Transportation Assistance Program

The Employment Transportation Assistance Program (EMPL) is intended to help DSS clients that transitioned from Work First or TANF in the last 12 months, Workforce Development Program participants and/or the general public to travel to work, employment training and/or other employment related destinations.

Organizations or Departments Receiving EMPL Funds	How will the transportation services be provided	Name of Transportation Provider	EMPL Suballocation	Estimated One Way Trips	Avg. Cost of Trip
County of Lee Transit	Van	County of Lee	\$ 16,021	1282	\$ 12.50
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
TOTAL			\$ 16,021	1282	

Employment Transportation Program Questions

S. What will be the purposes of the transportation services provided with EMPL funds? *(Check all that apply)*

- Job interviews, job fair attendance, job readiness activities or training
- Transportation to workplace (Scheduled by the individual only. No agency scheduled trips.)
- Child(ren) of working parent transported to Child Care

T. Describe the eligibility criteria to be used in this county to determine who will be provided EMPL funded trips. Individuals that are eligible for EMPL funded rides include all those individuals approved by DSS, Work First, Lee County Industries, The Stevens Center, Central Carolina Community College, Work First Development, Senior Aide Program and Vocational Rehabilitation. All applicants are pre-determined by the agencies mentioned above and monitored by COLTS for fund compliance. Clients of above organizations are offered service when no longer under vocational rehabilitation standards and through referral from employment sites.

Employment Transportation Assistance Program Questions (con't)	Yes	No
U. Does the federally funded Community Transit System operating in your county receive a sub-allocation of EMPL funds?	X	
V. Will any of the subrecipients of EMPL funds charge a fare for an EMPL funded trip?		X
W. Has the county transferred any EMPL funds to EDTAP or RGP in the last two years?	X	
X. Will any of the subrecipients use their EMPL sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance or purchase of service only.)</i> 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program		X
Y. EMPL funded trips are expected to be provided throughout the entire year. If the EDTAP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation trips?	X	

Rural General Public Program

The Rural General Public Program assistance funds are intended to provide transportation services for individuals from the county who do not have a human service agency or organization to pay for the trip. The county, in consultation with the Community Transportation System, must determine the RGP services to be provided with the RGP funds. RGP funds are only available to Coordinated Transportation Systems offering general public transportation in the non-urbanized area of the county.

Organizations or Departments Receiving RGP Funds	How will the transportation services be provided	Name of Transportation Provider	RGP Suballocation	Estimated One Way Trips	Avg. Cost of Trip
County of Lee Transit	Vans	County of Lee	\$ 88,586	7086	\$ 12.50
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
TOTAL			\$ 88,586	7086	

Rural General Public Transportation Program Questions			
Z. What will be the trip purposes of the transportation services provided with RGP funds? <i>(Check all that apply)</i> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Personal care activities, medical appointments, pharmacy pick-up, shopping, bill paying, meetings, classes, banking <input checked="" type="checkbox"/> Job interviews, job fair attendance, job readiness activities or training, GED classes <input checked="" type="checkbox"/> Transportation to workplace (Scheduled by the individual only. No agency scheduled trips.) <input checked="" type="checkbox"/> Child(ren) of working parent transported to child care <input type="checkbox"/> Group field trips/tours to community special events (Federal charter regulations apply to transit.) <input type="checkbox"/> Overnight trips to out-of-county destinations (Federal charter regulations apply to transit.) <input checked="" type="checkbox"/> Human service agency appointments 			
Rural General Public Program Questions (con't)		Yes	No
AA. Will RGP trips be provided for citizens who need transportation but don't have a human service agency or organization to pay for the trip?		X	
AB. Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transportation System use fare revenue to generate the local 10% match requirement for RGP funds?		X	
AC. Will RGP funded trips be coordinated on vehicles with human service agency trips?		X	
AD. Will the Community Transportation System use any of their RGP sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance or purchase of service only)</i> <ul style="list-style-type: none"> 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program 			X
AE. Is any part of the county in an urbanized area according to the 2010 census?			X

AF. RGP funded trips are expected to be provided throughout the entire year. If the RGP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation trips?	X	
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------	--

CERTIFIED STATEMENT
FY2019
RURAL OPERATING ASSISTANCE PROGRAM
County of Lee

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Public Transportation Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1A, FTA C 4704.1, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2018 to June 30, 2019 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Lee North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2019 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Mobility Development Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in quarterly milestone reports to NCDOT – Public Transportation Division or its designee. **Back-up documentation is required to support the quarterly reports and may be requested at an MDS site visit.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amounts of FY2019 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly & Disabled Transportation Assistance Program (EDTAP)	<u>67,905</u>	<u>67,905</u>
Employment Transportation Assistance Program (EMPL)	<u>16,021</u>	<u>16,021</u>
Rural General Public Program (RGP)	<u>88,856</u>	<u>88,856</u>
TOTAL	<u>172,512</u>	<u>172,512</u>

WITNESS my hand and county seal, this 17 day of September 2018.

 Signature of County Manager/Administrator
John A. Crumpton

 Printed Name of County Manager/Administrator

 Signature of County Finance Officer
Lisa G. Minter

 Printed Name of County Finance Officer

State of North Carolina County of Lee



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. G.

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Use Medicaid Cost Settlement Funds to pay for an increase in pay for an existing Public Health Nursing Position.

DEPARTMENT: Health Department

CONTACT PERSON: Heath Cain

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	This is a request for the Board of Commissioners to approve use of Medicaid Cost Settlement Funds to cover the increase of a Public Health Nurse I position to a Public Health Nurse II position.
BUDGET IMPACT	Increase of \$4,060 (salary and fringe) to the FY 18-19 Budget (no county match).
ATTACHMENTS	N/A
PRIOR BOARD ACTION	None
RECOMMENDATION	The health department respectfully requests the County Commissioners to approve the use of Medicaid Cost Settlement Funds to cover the increase of Public Health Nurse I "work against" to a Public Health Nurse II in the amount of \$4,060.
SUMMARY	

The Public Health Nurse I was hired as a "work against" position to become a Public Nurse II after one year of employment with the Health Department. This increase was overlooked in the FY 18-19 budget request.

This was approved by the Board of Health August 15th 2018.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #: II. H.

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Apply for the Association of Food and Drug Officials (AFDO) Year 6 Retail Program Standards Grant

DEPARTMENT: Health Department

CONTACT PERSON: Heath Cain

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	This is a request for the Board of Commissioners to allow Environmental Health to pursue additional grant funding from AFDO.
BUDGET IMPACT	Up to \$3,000/\$20,000 for Environmental Health if funding is awarded in full for small/moderate projects (Categories 1 & 2). Up to \$3,000 for travel to training courses, workshops, and seminars (Category 3). No county match required.
ATTACHMENTS	(1); Retail Program Standards Grant Program Year 6 Funding Announcement.
PRIOR BOARD ACTION	None
RECOMMENDATION	The health department respectfully requests the County Commissioners to allow environmental health to apply for this grant opportunity.
SUMMARY	

Lee County Environmental Health is interested in applying for this funding opportunity to conform to FDA Retail Program Standards.

This was approved by the Board of Health August 15th 2018.



The AFDO-Managed Retail Program Standards Grant Program

The *United States Food and Drug Administration* (FDA) and the *Association of Food and Drug Officials* (AFDO) have partnered to provide funds for completion of projects and training that enhance conformance with the Voluntary National Retail Food Regulatory Program Standards (Retail Program Standards). Grant funding is open to state, local, tribal and territorial regulatory retail food programs that have enrolled in the Retail Program Standards.

100%

**Award Rate for Entry-Level Category 1 Projects
(Self-Assessments, Verification Audits)**

*More than \$1.5 million to be awarded for
Calendar Year 2019 Projects*

Accepting Applications September 19 - October 24, 2018

Register at <http://www.afdo.org/retailstandards/maillinglist> for the latest updates.

Retail Program Standards Project Categories:

- **Small Projects (Category 1) up to \$3,000**, for Self-Assessments of all 9 Standards, Verification Audits, or custom projects that increase conformance with the Retail Program Standards.
- **Moderate Projects (Category 2) \$10,000-\$20,000**, for more ambitious projects (computer software systems, risk factor studies, development of a written compliance program, etc.).
- **Training Projects (Category 3) up to \$3,000**, to assist jurisdictions in meeting the requirements of *Standard 2: Trained Regulatory Staff / maintenance of FDA Standardization* (support for attendance at retail courses, FDA Regional Seminars, and other training events).
- **Food Protection Task Force Support Projects (Category 4) up to \$3,000**, to assist jurisdictions in meeting the requirements of *Standard 5 Foodborne Illness and Food Defense Preparedness and Response* and/or *Standard 7: Industry and Community Relations*.

Visit <http://www.afdo.org/retailstandards> for more information!

Contact us at: retailstandards@afdo.org or (850) 583-4593

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. I.

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Resolution to Add Lark Lane to the NC DOT Road System

DEPARTMENT: Legal

CONTACT PERSON: Jennifer Gamble, Deputy County Attorney/Clerk to the Board

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve Resolution to Add Lark Lane to the NC DOT Road System
BUDGET IMPACT	N/A
ATTACHMENTS	Resolution, Letter from NC DOT, Petition for Road Addition, Secondary Road Addition Investigation Report, maps (3)
PRIOR BOARD ACTION	None
RECOMMENDATION	Approve Resolution to Add Lark Lane to the NC DOT Road System
SUMMARY	

An application was submitted to the North Carolina Department of Transportation, Division of Highways, to petition for the road addition of Lark Lane to the secondary road system. The road is located in the Quail Ridge Subdivision off of US 1. DOT has determined that it meets the standards and is being considered for addition to the State System pending the concurrence by resolution of the Board of Commissioners.

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

**RESOLUTION
TO ADD LARK LANE
TO THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
ROAD SYSTEM**

WHEREAS, a petition has been submitted to the North Carolina Department of Transportation asking that Lark Lane be added to the Secondary Road System; and

WHEREAS, Lark Lane is 0.4 miles in length and is located in the Quail Ridge Subdivision off of US 1; and

WHEREAS, the Lee County Board of Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System; and

NOW THEREFORE BE IT RESOLVED, by the Lee County Board of Commissioners that the Division of Highways is hereby requested to take over Lark Lane for maintenance if it meets established standards and criteria.

Adopted this 17th day of September, 2018.

Amy Dalrymple, Chair
Lee County Board of Commissioners

Attest:

Jennifer Gamble
Clerk to the Board



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

August 15, 2018

Lee County

Ms. Jennifer Gamble
Clerk to the Board
Lee County Board of Commissioners
Post Office Box 1968
Sanford, North Carolina 28331

Dear Ms. Gamble:

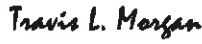
Attached are the location map and petition for the following road:

Lark Lane

This road located in the Quail Ridge Subdivision off of US 1 meets standards and is being considered for addition to the State System. If the Lee County Commissioners concur with this addition, please request the appropriate resolution and forward to this office.

Thank you, and if you have any questions or concerns, please feel free to contact us at (910) 944-7621.

Sincerely,

DocuSigned by:

BB40D57AAB82443...

Travis L. Morgan, P.E.
District Engineer

Attachments
TLM.mcr

cc: Brandon H. Jones, P.E., Division Engineer
Josh Brooks, P.E., County Maintenance Engineer
File

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 8 – DISTRICT 2
902 NORTH SANDHILLS BLVD.
ABERDEEN, NC 28315

Telephone: (910) 944-7621
Fax: (910) 944-5623
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
902 NORTH SANDHILLS BLVD.
ABERDEEN, NC 28315

North Carolina Department of Transportation
Division of Highways
Petition for Road Addition

ROADWAY INFORMATION: (Please Print/Type)

County: Lee County Road Name: Lark Lane
(Please list additional street names and lengths on the back of this form)

Subdivision Name: Quail Ridge Length (miles): 0.40

Number of occupied homes having street frontage: 6 plus 1 Located (miles): .4

miles N S E W of the intersection of Route US 1 and Route 15
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Lark Lane (Quail Ridge) in Lee County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: Martin Bryant Phone Number: 919-770-5313

Street Address: 7129 Lark Lane Sanford NC 27332

Mailing Address: 7129 Lark Lane Sanford NC 27332

PROPERTY OWNERS

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone</u>
<i>Marcia Collier</i>	<i>9101 Lark Ln</i>	<i>(919) 770-4170</i>
<i>ART HARMON COMFORT FIRST</i>	<i>7001 Lark Ln</i>	<i>(919) 770-0471</i>
<i>Steven Lee Moore</i>	<i>7127 Lark Lane</i>	<i>(919) 770-9976</i>
<i>Martin Bryant</i>	<i>7129 Lark Lane</i>	<i>(919) 770-5313</i>
<i>[Signature]</i>	<i>7133 Lark Lane</i>	<i>(919) 721-5765</i>
<i>[Signature]</i>	<i>7024 Lark Lane</i>	<i>919 777 4034</i>

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

- Rural Road
 Subdivision platted prior to October 1, 1975
 Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>
Lark Lane with 6 homes/1 commercial business	6	.4			

PC 2018 SL 17

Right-of-Way Dedication
Property of
Quail Ridge POA
P.O. Box 614
Sanford, NC 27331-0814

Project Data
State: North Carolina
County: Lee
City/Town: Lee
Township: Greenwood
PKM: N/A
Date: 31 January 2018
Scale: 1" = 100'

Project No.: 18-001
Drawn By: SWM
Revised:

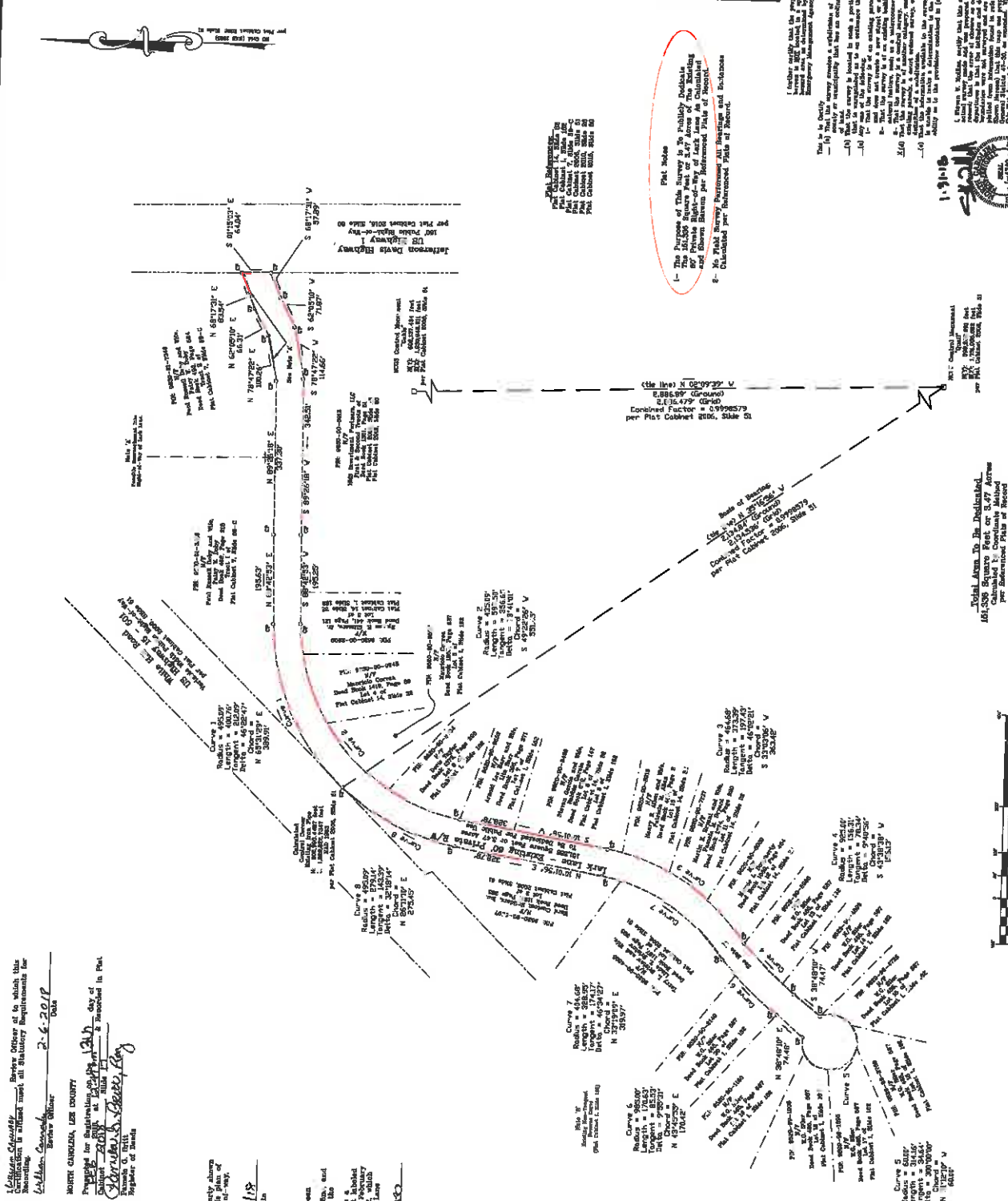
Steenv W. Mullins
1603 Old Carleton Road
Sanford, NC
(919) 478-3945
mullinsurveying@gmail.com

Professionally Surveyed By

I, the undersigned, being a duly Licensed Professional Surveyor in the State of North Carolina, do hereby certify that I am the author of the foregoing plat and that the same is a true and correct copy of the original as the same appears on my books and records.

Witness my hand and seal this 31st day of January, 2018.

SWM
Professional Surveyor



DATE OF SURVEY: 2-6-2018
DATE OF THIS PLAT: 31 JAN 2018

REGISTERED PROFESSIONAL SURVEYOR
STEENV W. MULLINS
1603 OLD CARLETON ROAD
SANFORD, NC 27331-0814
(919) 478-3945

COMPARISON OF OWNERSHIP AND DEDICATION
I have carefully examined the records of the State of North Carolina and the records of the County of Lee and find that the same are in conformity with the records of the State of North Carolina and the County of Lee.

GENERAL NOTE OF OWNERSHIP AND DEDICATION
I have carefully examined the records of the State of North Carolina and the records of the County of Lee and find that the same are in conformity with the records of the State of North Carolina and the County of Lee.

LEGEND
 - - - - - Proposed Right-of-Way
 - - - - - Existing Right-of-Way
 - - - - - Easement
 - - - - - Utility
 - - - - - Other

Scale: 1" = 100'
North Arrow

Curve 1
Radius = 1765.0'
Length = 174.37'
Delta = 5.7137°
Chord = 174.37'
PC = 1765.0' + 0.00'
PT = 1765.0' + 174.37'

Curve 2
Radius = 1765.0'
Length = 174.37'
Delta = 5.7137°
Chord = 174.37'
PC = 1765.0' + 174.37'

Curve 3
Radius = 1765.0'
Length = 174.37'
Delta = 5.7137°
Chord = 174.37'
PC = 1765.0' + 174.37'

Curve 4
Radius = 1765.0'
Length = 174.37'
Delta = 5.7137°
Chord = 174.37'
PC = 1765.0' + 174.37'

Curve 5
Radius = 1765.0'
Length = 174.37'
Delta = 5.7137°
Chord = 174.37'
PC = 1765.0' + 174.37'

Curve 6
Radius = 1765.0'
Length = 174.37'
Delta = 5.7137°
Chord = 174.37'
PC = 1765.0' + 174.37'

Curve 7
Radius = 1765.0'
Length = 174.37'
Delta = 5.7137°
Chord = 174.37'
PC = 1765.0' + 174.37'

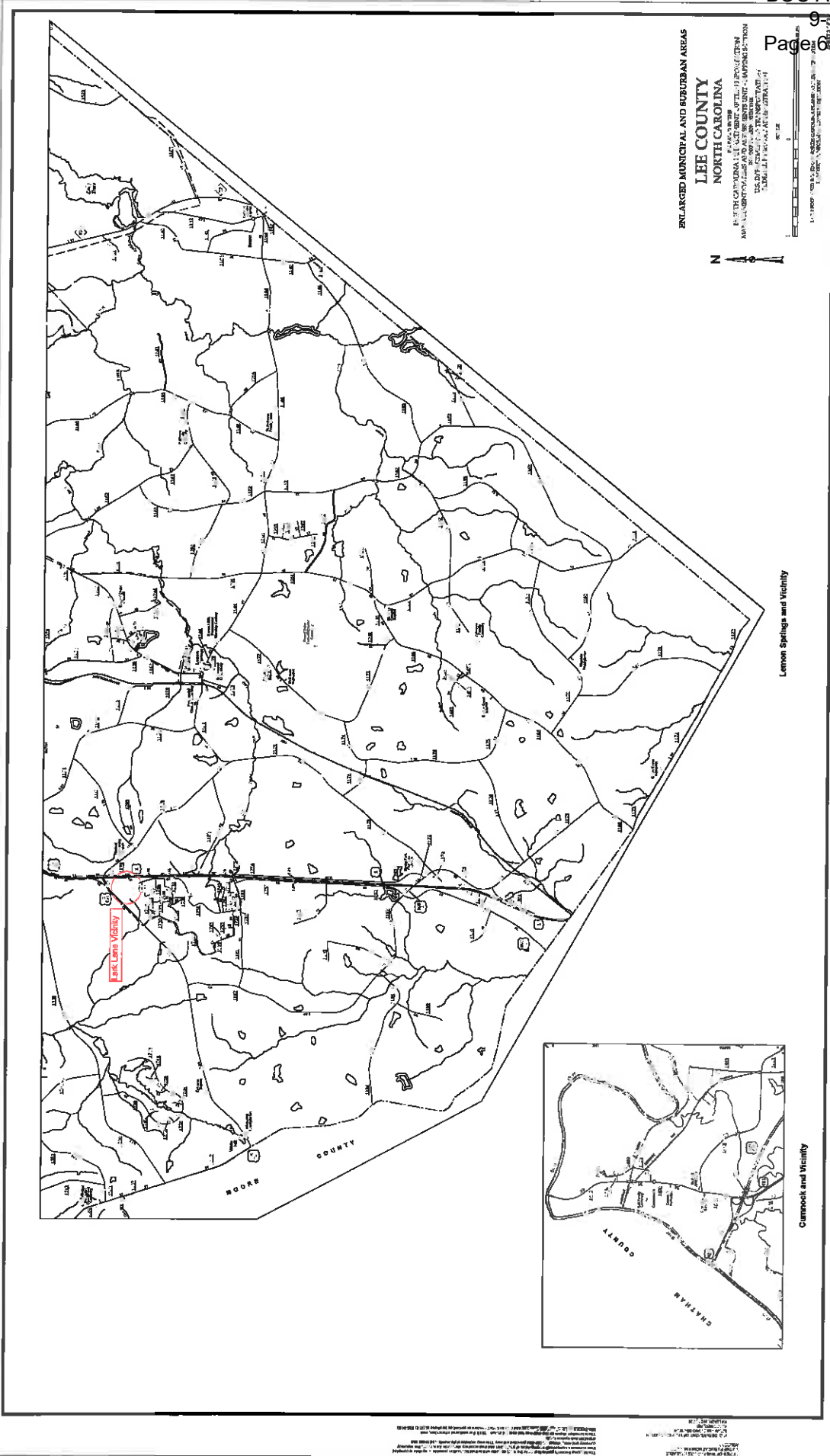
Curve 8
Radius = 1765.0'
Length = 174.37'
Delta = 5.7137°
Chord = 174.37'
PC = 1765.0' + 174.37'

Curve 9
Radius = 1765.0'
Length = 174.37'
Delta = 5.7137°
Chord = 174.37'
PC = 1765.0' + 174.37'

Curve 10
Radius = 1765.0'
Length = 174.37'
Delta = 5.7137°
Chord = 174.37'
PC = 1765.0' + 174.37'

Total Area To Be Dedicated:
162,330.00 Square Feet
3.47 Acres
Combined Factor = 0.9998579
Per Plat Calculated: 8116.00, Side 01

1" = 100.00 Feet



THIS MAP IS THE PROPERTY OF THE PLANNING DEPARTMENT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE PLANNING DEPARTMENT.

DATE: 09/17/2018

BY: [Name]



ITEM #:
II. J.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Approval to Change the Fee for Replacement Library Card

DEPARTMENT: Library

CONTACT PERSON: Beth List

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approval to Change the Fee for Replacement Library Card
BUDGET IMPACT	Minimal. The current fee of \$2.00 to replace a library card is cost prohibitive for our patrons. The cost to purchase library cards is currently \$.37 per card. By decreasing the fee to \$1.00 we may actually see an increase in replacement requests thus increasing revenue.
ATTACHMENTS	Current Fines and Fees Schedule as reviewed by the Library Board on 5/10/18; Fines and Fees Schedule as approved by the Library Board of Trustees on 9/5/18.
PRIOR BOARD ACTION	Approval of Fines and Fees Schedule as approved by the Library Board of Trustees.
RECOMMENDATION	Approval to change the Fee for a Replacement Library Card from \$2.00 to \$1.00 per card.
SUMMARY	

The Lee County Libraries current fee to replace a library card (if lost) is \$2.00 per card. The Library Board reviewed this fee and agreed that the cost is prohibitive to our patrons. The Library Board approved the request for Board of Commissioner's approval to reduce to Replacement Card Fee from \$2.00 to \$1.00. The cost to purchase library cards is currently \$.37 per card from our vendor. We do not charge for new cards or the replacement of cards due to heavy wear and tear. The budget impact will be minimal, by decreasing the fee to \$1.00 we may actually see an increase in replacement requests thus increasing our revenue.

**Appendix A
 Fines and Fees Schedule**

Item/Description	Item Overdue Fine	Maximum Fine per Item
Audiobook	.25¢ per day	\$5.00
Book	.25¢ per day	\$5.00
Magazine	.25¢ per day	\$5.00
Music CD	\$1.00 per day	\$5.00
Activity Kit	\$1.00 per day	\$5.00
DVD	\$1.00 per day	\$10.00
Equipment	\$1.00 per day	\$20.00

Other Fees:

Item/Description	Fee
Gray Scale Copies/Prints	.10¢ per page per side
Color Copies/Prints	.25¢ per page per side
Faxing	\$1.00 per page
Interlibrary Loan (non NC Cardinal request)	\$2.00 per request
Lost Card Replacement	\$2.00 a card
Lost Items	Original cost of item
Lost Item Processing Fee*	\$1.00 per item

*The processing fee is automatically applied to the lost item fee for items that have not been returned. It may also be applied when items are returned damaged or with missing parts, or returned in a manner that presents an undue burden on a Library staff member's time and supplies.

**Appendix A
 Fines and Fees Schedule
 (updated 9/5/18)**

Item/Description	Item Overdue Fine	Maximum Fine per Item
Audiobook	.25¢ per day	\$5.00
Book	.25¢ per day	\$5.00
Magazine	.25¢ per day	\$5.00
Music CD	\$1.00 per day	\$5.00
Activity Kit	\$1.00 per day	\$5.00
DVD	\$1.00 per day	\$10.00
Equipment	\$1.00 per day	\$20.00

Other Fees:

Item/Description	Fee
Gray Scale Copies/Prints	.10¢ per page per side
Color Copies/Prints	.25¢ per page per side
Faxing	\$1.00 per page
Interlibrary Loan (non NC Cardinal request)	\$2.00 per request
Lost Card Replacement*	\$1.00 a card
Lost Items	Original cost of item
Lost Item Processing Fee**	\$1.00 per item

*Library Cards will be replaced at no charge due to extensive wear and tear (barcode unreadable). Replacement fee will be issued for lost/missing cards and "upgrading" to the newer card design.

** The processing fee is automatically applied to the lost item fee for items that have not been returned. It may also be applied when items are returned damaged or with missing parts, or returned in a manner that presents an undue burden on a Library staff member's time and supplies.

LEE COUNTY

Committed Today for a Better Tomorrow

JG

ITEM #:
 I. K.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

MEETING DATE: September 17, 2018

SUBJECT: Approval of Forte contract for credit/debit card payments

DEPARTMENT: Parks & Recreation

CONTACT PERSON: John W. Payne, Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approval to change Credit Card Processing Services
BUDGET IMPACT	None-Fees for credit/debit card use passed on to customers
ATTACHMENTS	Forte's Payment Processing Agreement
PRIOR BOARD ACTION	Board approved a change of credit/debit card services at the May 7, 2018 meeting from Official Payments to Bill 2 Pay..
RECOMMENDATION	Approve Forte contract for credit/debit payments.
SUMMARY	

The software package that the Parks & Recreation Department uses is compatible with Forte credit card processing services. On May 7, 2018 the Finance Department brought the request to change credit card vendors for Lee County before the Board of Commissioners for approval. At that time it was noted that the Forte payment processing agreement was under review and would be brought before the Board for approval once Whitney Parrish, County Attorney, had reviewed the "Payment Processing Agreement for Forte.

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is entered into as of _____, 20__ (the “Effective Date”) by and between Forte Payment Systems, Inc. (“FORTE” or “Party”) a California corporation and _____ (“AGENCY” or “Party”).

FORTE and its affiliates provide payment processing and related services including but not limited to Automated Clearing House (“ACH”), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents”).

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Agency at any given time shall apply.

2. USAGE

2.1 Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither AGENCY nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.2 AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the “Proprietary Property”), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to AGENCY (or any of its affiliates), even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which AGENCY or any of its affiliates

may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including but not limited to proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, and to the extent permitted by North Carolina law, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property as defined herein confidential in perpetuity.

Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to information which can be used to identify an individual consumer (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, payment history, and other unique identifiers) ("Personal Information"). As such, each Party shall: (i) keep all Personal Information in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use Personal Information solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect Personal Information that are at least as rigorous as accepted industry practices; (iv) as applicable, have in place a program that complies with applicable legal requirements regarding Personal Information.

Except with respect to Personal Information, this section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Association.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of two (2) years. After the initial term, the Agreement may be renewed by agreement of both parties.

5.2 INTENTIONALLY DELETED.

5.3 Termination. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to AGENCY or its financial condition; or (ii) AGENCY experiences excessive chargebacks; or (iii) AGENCY experiences an actual or suspected data security breach; or (iv) AGENCY violates any applicable Law, Rule or Regulation; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

5.4 Termination without cause. Either party shall have the right to terminate without cause, giving the other party a thirty (30) day written notice of such termination.

5.5 Obligations upon expiration or termination. Upon expiration or termination of this Agreement, FORTE shall promptly (a) return to the AGENCY all files, documentation, data, media, related material and any other material and equipment that is owned by the AGENCY, not including any transaction data that is retained by FORTE as a legal or regulatory requirement; (b) allow the Agency access to the systems, software, infrastructure or processes of FORTE during its transition to a new Service Provider.

5.6 Transition Services Upon Termination. Upon termination or expiration of this Agreement, FORTE shall cooperate with the AGENCY to assist with the orderly transfer of the Services provided by FORTE to the AGENCY. Upon receiving thirty (30) days' notice of termination pursuant to the terms herein, or upon expiration of this Agreement, FORTE agrees to perform certain transition services for a reasonable time not to exceed sixty (60) days from date of notice or expiration, necessary to shift the services of FORTE to another provider or to the AGENCY itself as described below (the "Transition Services"). Transition Services may include but shall not be

limited to the following:

- a) Working with the AGENCY to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
- b) Notifying all affected Service Providers and subcontractors of FORTE;
- c) Performing the Transition Service Plan activities;
- d) Answering questions regarding the Services on an as-needed basis; and
- e) Providing such other reasonable services needed to effectuate an orderly transition to a new Service Provider.

6. TRANSACTION PROCESSING

6.1 **Accepting Transactions.** FORTE shall process Credit Card, Debit Card and ACH Transactions on the AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 **Sale Transactions.** If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 **Auth/Capture Transactions.** If a Transaction is sent to FORTE for authorization only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding "capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.

6.2 **Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 **Card Not Present Transactions.** For card-based transactions in which the card is not present, AGENCY must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.

6.3 **AGENCY Account.** In order to provide transaction processing services, FORTE may need to establish one or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third-party provider sub-contracting with FORTE.

6.4 **Limited-Acceptance Agency.** If appropriately indicated on AGENCY's application attached hereto, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card acquirer have no obligation other than those expressly provided under the Payment Association Operating Regulations and applicable law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 **Bona Fide Sales.** AGENCY shall only complete sales transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than AGENCY, or for purposes related to financing terrorist activities.

6.6 **Setting Limits on Transaction Amount.** AGENCY may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 Modifying Transactions. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests, and delivered to FORTE. AGENCY agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.

6.8 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, is missing information, which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.9 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.10 Chargebacks. AGENCY acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. AGENCY understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back, for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.11 Excessive Chargebacks. Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, AGENCY's name and contact information as well as transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.12 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or unless a new authorization is obtained from Constituent.

6.13 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within 72 hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Associations and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.14 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or

AGENCY's agent(s) understand and agree that Entries may be transmitted through the ACH Network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of AGENCY concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern their rights and obligations.

6.15 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of five (5) years for health-related Transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new authorization from the Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to Transactions, unless applicable law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY, v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY), or AGENCY is participating in a cash back service, vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY, or ix) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that, under no circumstance, will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Association including but not limited to the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide _____ ("Partner") with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes Partner to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees that FORTE bears no responsibility or involvement in any such dispute, except that FORTE will be liable for their own acts and omissions related to a breach of this Agreement.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, Regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Associations, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. PRICING AND PAYMENT

12.1 FORTE will provide the Services in accordance with the Pricing Fee Schedule(s) attached hereto or any amendments thereto. Pricing schedules which utilize an Absorbed Fee Model will be billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during any term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

13. LIMITS OF LIABILITY

13.1 Neither Party shall be liable to the other Party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. The amount of damages recoverable by either Party from the other will not exceed that Party's actual, direct damages and will be limited to the amount of the average monthly fees and charges paid by AGENCY for the Service for the immediate three (3) month period prior to the event giving rise to the applicable claim. Neither Party will be liable for failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this section will survive the termination of this Agreement.

14. REPRESENTATIONS AND WARRANTIES.

14.1 **FORTE's Representations and Warranties.** FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

14.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

14.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

14.2 AGENCY's Representations and Warranties. AGENCY represents and warrants to FORTE that:

14.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) AGENCY shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

14.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

14.3 Mutual Representations and Warranties. Each Party represents and warrants to the other that:

14.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

14.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

14.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY.

FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

16. FORCE MAJEURE

Neither Party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and shall use all commercially reasonable efforts to minimize the impact of the event. FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

17. ASSIGNMENT

The rights granted under this Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, with jurisdiction in Lee County. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Operating Guide, see Appendix C, Section 4 herein.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

20. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice required to be given by either Party hereunder, shall be in writing and delivered personally to the other designated Party, or sent by any commercially reasonable means of receipted delivery, addressed, to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to FORTE:

Forte Payment Systems, Inc.
500 W. Bethany Drive
Suite #200
Allen, TX 75013
Attn: General Counsel

Notices to AGENCY:

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

FORTE:

AGENCY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPENDIX A DEFINITIONS

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

Business Banking Day – Monday through Friday excluding banking holidays.

Chargeback – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

Confidential Information - Confidential Information may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party's company(s) or investments or

its internal administrative, billing and accounting systems, customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

Credit Entry (or "Entry") – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry (or "Entry") – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards.

APPENDIX D AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the "Operating Guide") is hereby incorporated by reference into this Agreement and can be found at

www.americanexpress.com/merchantsguide.

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

3. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as "Transaction Data" in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the "Card") marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

4. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant's website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

5. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

6. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

7. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

8. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

9. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

10. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

11. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

12. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

ITEM #:
II. L.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Budget Amendment #09/17/18/03

DEPARTMENT: Finance

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

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approval of Budget Amendment #09/17/18/03
BUDGET IMPACT	See Below
ATTACHMENTS	Budget Amendment #09/17/18/03
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approval of Budget Amendment #09/17/18/03
SUMMARY	

Budget Amendment #09/17/18/03 appropriates funds for the following departments:

- General Services – To rollover funds (\$6,688) for Moseley Architects for Courthouse space needs study.
- Health – To rollover funds (\$2,367) for work that was not completed by 6/30/2018.
- Health – To reappropriate NACCHO & AFDO Grant funds (\$ 11,020) to various lines.
- Senior Services – To appropriate SHIIP Grant funds (\$3,886) to various lines.
- Recreation – To rollover funds (\$7,868) for WithersRavenel fees associated with the development of the Parks department master plan.
- Capital Projects – To spread budgeted funds (\$2,000,000) between the five park projects.
- Lett Park Project – To appropriate funds (\$950) from DOT for sign relocation.
- Solid Waste – To cover the cost (\$5,000) of corrective action at the closed MSW landfill per order of NCDEQ.

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: JOHN A CRUMPTON, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:# 09/17/18/03
 DATE: September 17, 2018

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Health	1100-3510-33600	NACCHO Grants	-	5,020	5,020
Health	1100-3510-33660	AFDO Grants	-	6,000	6,000
Senior Services	1100-3582-34640	SHIP Grant	-	3,886	3,886
General Fund Balance	1100-3990-39900	Fund Balance Appropriated	1,943,085	16,923	1,960,008
TOTAL CHANGES				31,829	

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	434,868	6,688	441,556
Health	1100-5108-43320	Maintenance-Buildings	-	2,367	2,367
Health	1100-5109-43400	Conference & Mtg Registration	400	924	1,324
Health	1100-5109-43410	Travel	800	2,176	2,976
Health	1100-5109-44200	EDP Supplies	500	1,000	1,500
Health	1100-5109-46400	Capital Outlay	1,150	860	2,010
Health	1100-5109-46412	Tech Equipment < \$5,000	-	4,750	4,750
Health	1100-5109-46415	Equipment < \$500	2,000	910	2,910
Health	1100-5109-46416	Tech Equipment < \$500	-	400	400
Senior Services	1100-5826-43410	Travel	4,475	400	4,875
Senior Services	1100-5826-43520	Postage	2,000	600	2,600
Senior Services	1100-5826-43530	Advertising	4,325	1,000	5,325
Senior Services	1100-5826-43540	Printing	1,800	1,000	2,800
Senior Services	1100-5826-44660	Program Supplies	22,000	886	22,886
Recreation	1100-6120-46800	Facility Development	105,000	7,868	112,868
TOTAL CHANGES				31,829	

SECTION III. THE FOLLOWING PARK IMPROVEMENTS FUND (4837) REVENUE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Capital Projects	4837-3930-38600	Miscellaneous Revenues	-	950	950
TOTAL CHANGES				950	

SECTION IV. THE FOLLOWING PARK IMPROVEMENTS FUND (4837) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Lett Park	4837-8115-46180	Other Expenses	-	18,834	18,834
Lett Park	4837-8115-46300	General Construction	-	20,725	20,725
Lett Park	4837-8115-46400	Capital Outlay \$500-\$4,999	-	3,164	3,164
Lett Park	4837-8115-46411	Capital Outlay \$5,000 & Above	-	108,227	108,227
Kiwanis Childrens Park	4837-8116-46140	Architect & Engineering	-	32,000	32,000
Kiwanis Childrens Park	4837-8116-46300	General Construction	-	348,000	348,000
Kiwanis Childrens Park	4837-8116-46900	Contingency	-	20,000	20,000
Horton Park	4837-8117-46140	Architect & Engineering	-	40,000	40,000
Horton Park	4837-8117-46300	General Construction	-	435,000	435,000
Horton Park	4837-8117-46900	Contingency	-	25,000	25,000
Temple Park	4837-8118-46140	Architect & Engineering	-	16,000	16,000
Temple Park	4837-8118-46300	General Construction	-	174,000	174,000
Temple Park	4837-8118-46900	Contingency	-	10,000	10,000
OT Sloan Park	4837-8119-46140	Architect & Engineering	-	60,000	60,000
OT Sloan Park	4837-8119-46300	General Construction	-	652,500	652,500
OT Sloan Park	4837-8119-46900	Contingency	-	37,500	37,500
TOTAL CHANGES				<u>2,000,950</u>	

SECTION V. THE FOLLOWING PARK IMPROVEMENTS FUND (4837) EXPENSE DECREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Capital Projects	4837-8100-46190	Land Acquisition	160,000	160,000	-
Capital Projects	4837-8100-46300	General Construction	1,740,000	1,740,000	-
Capital Projects	4837-8100-46900	Contingency	100,000	100,000	-
TOTAL CHANGES				<u>2,000,000</u>	

SECTION VI. THE FOLLOWING PROPRIETARY FUND (6200) REVENUE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Solid Waste	6200-3990-39900	Fund Balance Appropriated	89,125	5,000	94,125
TOTAL CHANGES				<u>5,000</u>	

SECTION VII. THE FOLLOWING PROPRIETARY FUND (6200) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Solid Waste	6200-4710-43100	Professional Services	12,500	5,000	17,500
TOTAL CHANGES				<u>5,000</u>	



ITEM #:
III. A.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Community Transportation Program Grant Application 2020 Public Hearing

DEPARTMENT: Senior Services/COLTS

CONTACT PERSON: Debbie Davidson

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Hold a Public Hearing as required for the submission of the North Carolina Department of Transportation FY2018/2019 Community Transportation Program Grant Application.
BUDGET IMPACT	\$518,735 FY 2020 (\$62,687 Local Match)
ATTACHMENTS	Public Hearing Notices
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Hold a Public Hearing as required for the submission of the North Carolina Department of Transportation FY2018/2019 Community Transportation Program Grant Application.
SUMMARY	

We are requesting the following Funding Levels:

Administrative – \$216,260.00 – Local Match – 15% - \$32,439.00

These funds cover 85% of the salary for the County of Lee Transit System Coordinator, and a portion of the administrative salaries of 3 other staff members and benefits, travel, general office supplies, space rental, technology supplies, and indirect cost for the administration of the system. Also included in this request is 85% reimbursement for vehicle insurance on 18 vehicles.

Capital – \$302,475.00 – Local Match 10% - \$30,248 – Five replacement 20 Ft LTV Lift Equipped Vehicles - 2 station lift.

PUBLIC HEARING NOTICE

This is to inform the public that a public hearing will be held on the proposed Lee County Community Transportation Program Application and the Consolidated Capital Call for Projects Application to be submitted to the North Carolina Department of Transportation no later than November 2, 2018. The public hearing will be held on September 17, 2018 at 6:00 pm before the Lee County Board of Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids or services under the Americans with Disabilities Act (ADA) or a language translator should contact Debbie Davidson on or before September 10, 2018, at telephone number 919-776-0501 or via email at ddavidson@leecountync.gov.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Lee County as well as provides transportation options and services for the communities within this service area. These services are currently provided using demand response and subscription. Services are rendered by County of Lee Transit System.

The total estimated amount requested for the period **July 1, 2019 through June 30, 2020**

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative	\$216,260	\$32,439 (15%)
Capital (Vehicles and Other)	<u>\$302,475</u>	<u>\$30,248 (10%)</u>
Totals	\$518,735	\$62,687

This application may be inspected at 1615 S Third Street Sanford NC from September 10 - 14. Written comments should be directed to Debbie Davidson before September 14, 2018.

AVISO DE AUDIENCIA PÚBLICA

Este anuncio es para informar al público, que una audiencia pública se llevara a cabo, en la solicitud para el programa propuesto, "Comunidad del Condado de Lee de Transporte" y el "Capital Consolidado Convocatoria de Proyectos de Aplicaciones", que se presentara al Departamento de Transporte de Carolina del Norte antes del 2 de noviembre, 2018. La audiencia se llevará a cabo el 17 de septiembre del 2018, a las 6:00 P, antes de la Junta de Comisionados del Condado de Lee.

Los interesados en asistir la audiencia y que necesitan ya sea ayudas o servicios auxiliarán bajo los Americanos con Discapacidades o un traductor de idiomas, debe ponerse en contacto con Debbie Davidson antes del 10 de Septiembre 2018, al 919-776-0501 o por correo electrónico a ddavidson@leecountync.gov.

El Programa de Transporte Comunidad, proporciona asistencia, para coordinar los programas existentes de transporte que operan en el condado de Lee, así como proporciona opciones de Transporte y Servicios para las comunidades dentro de esta área de servicio. Estos servicios se prestan actualmente por el uso de respuesta de la demanda y la suscripción. Los servicios son prestados por el Condado de Lee Sistema de Transporte.

<u>Proyecto</u>	<u>Cantidad total</u>	<u>Porción local</u>
Administrativo	\$216,260	\$ 32,439 (15%)
Capital (vehículos y otro)	\$302,475	\$ 30,248 (10%)
	\$518,735	\$62,687

Esta aplicación puede ser inspeccionada en: 1615 sur de la calle3, de lunes a viernes hasta el 14 de septiembre 2019.

LEE COUNTY

Committed Today for a Better Tomorrow

ITEM #:
III. B.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Joint Public Hearing with the Lee County Planning Board for the Future Land Use Plan

DEPARTMENT: Sanford/Lee County Planning and Development

CONTACT PERSON: David Montgomery, Planner

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Consider adoption of the "PlanSanLee" Future Land Use Plan
BUDGET IMPACT	No
ATTACHMENTS	Copies of public comments submitted (A hardcopy draft of the "PlanSanLee" Future Land Use Plan has been provided to each Commissioner and is available for public review in the office of the Clerk to the Board located at 408 Summit Drive, Sanford, NC 27330 between the hours of 8:00 a.m. – 5:00 p.m. Monday-Friday.)
PRIOR BOARD ACTION	None
RECOMMENDATION	None at this time, however a recommendation will be provided by the Lee County Planning Board at a future meeting.
SUMMARY	

A Future Land Use Plan is intended to serve as both a physical and policy plan to guide each jurisdiction's development over the next 20 to 30 years. The last land use plan was adopted in 1999 and many changes have occurred to the built environment since that time. The primary function of the new plan is to provide a long-range comprehensive planning tool, a "blueprint" focusing on policies that guide the built environment. The plan is designed to be user friendly providing guidance to developers, citizens, staff, and decision makers during the review of rezoning requests, site plan proposals and subdivision proposals. The plan identifies areas of future growth, while also promoting infill, revitalization, reinvestment and reuse of the existing infrastructure. The updated plan establishes a clear vision of what the community wants to become, develops meaningful objectives, as well as recommend strategies and policies for the implementation of the plan.

Update of the Plan began in earnest in the summer of 2016 with interviews with area stakeholders, followed by 4 public meetings and a survey in the fall of 2016. The Joint Planning Commission (JPC) served as the on-going steering committee, periodically guiding the planning staff and consultant in the development of the plan. After four iterations of the document based upon feedback from the JPC and individual planning boards, a draft plan was rolled out to the public in early summer of 2018 in the format of two public drop-in session meetings. Final edits based upon comments received were made for the current draft version under the County Commissioner's consideration.

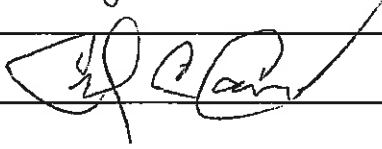
The draft plan and map are available to the public on the website: www.plansanlee.com

Comment Form

Plan SanLee Land Use Plan Public Workshop

Please use this form to provide any comments that you would like to pass along to the Planning Staff and Joint Planning Commission. All comments will remain anonymous.

Concerned with future generations being able
to develop land along the Aventura Ferry Rd area
because of lack of zoning.



Comment Form

Plan SanLee Land Use Plan Public Workshop

Please use this form to provide any comments that you would like to pass along to the Planning Staff and Joint Planning Commission. All comments will remain anonymous.

① Objective #10 simply suggests that the plan per se is inadequate for policy makers to base decisions so - what's the point of the plan?

② It is unclear as to whether this foundational document is adequate for policy makers and adjudicators to make clearly founded decisions about land use. Those inadequacies won't show up until tested. Policy makers have not been sufficiently involved in this process yet they will be "holding the bag" when tested - Too much is too vague.

Comment Form

Plan SanLee Land Use Plan Public Workshop

Please use this form to provide any comments that you would like to pass along to the Planning Staff and Joint Planning Commission. All comments will remain anonymous.

Objective #1 explicitly restricts development down 87 south due to the current lack of water/waste water - AND the waste water plan provides no development of this infrastructure. The existing 2020 plan banked on HWY #1 corridor to be the growth engine - guesseed wrong!
~~to~~ Don't restrict growth as the #1 objective

david.montgomery@sanfordnc.net

From: Plan Sanlee <admin@urbandriftwood.com>
Sent: Thursday, July 19, 2018 4:24 PM
To: jepley@benchmarkplanning.com; david.montgomery@sanfordnc.net
Subject: New submission from 'Comments and Questions!' - Plan SanLee Site

[REDACTED] has emailed via the website contact form for Plan SanLee.

Your Email: [REDACTED]

Subject: Draft Land Plan

Message:The current draft plan ties itself to the City's water/wastewater plan which specifies no new investment. This is a disincentive to development in existing and proposed growth corridors -- Moncure Mega Site and south along the growing Hwy 87 corridor. As Bob Joyce has correctly observed, developers are looking for land ready for building. I propose deleting the reference to the City's water/wastewater plan as it presents a disincentive to developers to even consider areas near but not currently served. As in the case of the Mega Site, the water/wastewater plan is already proving to be either a hindrance or obsolete. I would encourage County officials to work closely with City officials to update the water/wastewater plan to the benefit of all Lee County and not just the more narrow interests of the City. Deleting this reference in the joint land plan would offer a more open door to development in these growth corridors. Retaining this tie is clearly a closed door to development in the County. Further, a policy that restricts water/wastewater service limits development to extractive industries or places the burden on the developer in a competitive environment that will cause such development to go elsewhere as a result of a single reading to the plan. .

LEE COUNTY

Committed Today for a Better Tomorrow

ITEM #:
 IV. A.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Proclamation recognizing the Lee County Parks and Recreation 14-and-under All Stars Youth Baseball Team.

DEPARTMENT: Parks and Recreation

CONTACT PERSON: John Payne, Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Adopt proclamation in recognition of the Lee County Parks and Recreation 14-and-under All Stars for winning the SWAC Baseball State Championship.
BUDGET IMPACT	N/A
ATTACHMENTS	Proclamation
PRIOR BOARD ACTION	None
RECOMMENDATION	Adopt proclamation in recognition of the Lee County Parks and Recreation 14-and-under All Stars for winning the SWAC Baseball State Championship.
SUMMARY	

Lee County Parks and Recreation's 14U Boys All Star Team participated in the Statewide Activities Committee (SWAC) state tournaments in Pembroke, NC. SWAC is a function of the North Carolina Parks and Recreation Association providing competitions in various sports throughout the state.



PROCLAMATION

WHEREAS, the Lee County Parks and Recreation (LCPR) 14-and-under (14U) All-Stars Youth Baseball Team exhibited hard work, dedication, sportsmanship, talent and exceptional team chemistry in the State Wide Athletic Committee (SWAC) 14U State Tournament; and,

WHEREAS, the 14U All-Stars won the 2018 State Wide Athletic Committee (SWAC) 14U State Championship in Pembroke, NC; and,

WHEREAS, under the leadership and guidance of Head Coach Travis Seymour and Assistant Coaches Steven Brown, and James Baker, the team was able to go undefeated with victories over Lumber River North, and Lumber River South to advance to the championship game and defeated Lumber River East to win the championship game; and,

WHEREAS, the Lee County Board of Commissioners recognizes the LCPR 14U All-Stars Youth Baseball Team members Dillon Brown, Griffin Mathews, Brandon Crabtree, Jared Crabtree, James Baker, Silius McIver, Braden Phillips, Andre Barbery, Landon Johnson, Jessie Mitchell, and Jessie Wilkerson for the accomplishments they demonstrated over the past several months and for their commitment, perseverance and love of the sport of baseball; and,

WHEREAS, the 14u team represented Lee County admirably in the 2018 SWAC State Tournament in Pembroke, NC to close out a remarkable 2018 baseball season.

Dated this the ____ day of September, 2018

Amy M. Dalrymple, Chair

Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk

LEE COUNTY

Committed Today for a Better Tomorrow

ITEM #:
IV. B.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Proclamation recognizing the Lee County Parks and Recreation 8-and-under All Stars Youth Baseball Team.

DEPARTMENT: Parks and Recreation

CONTACT PERSON: John Payne, Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Adopt proclamation in recognition of the Lee County Parks and Recreation 8-and-under All Stars for winning the SWAC Baseball State Championship.
BUDGET IMPACT	N/A
ATTACHMENTS	Proclamation
PRIOR BOARD ACTION	None
RECOMMENDATION	Adopt proclamation in recognition of the Lee County Parks and Recreation 8-and-under All Stars for winning the SWAC Baseball State Championship.
SUMMARY	

Lee County Parks and Recreation's 8U Boys All Star Team participated in the Statewide Activities Committee (SWAC) state tournaments in Pembroke, NC. SWAC is a function of the North Carolina Parks and Recreation Association providing competitions in various sports throughout the state.



PROCLAMATION

WHEREAS, the Lee County Parks and Recreation (LCPR) 8-and-under (8U) All-Stars Youth Baseball Team exhibited hard work, dedication, sportsmanship, talent and exceptional team chemistry in the State Wide Athletic Committee (SWAC) 8U State Tournament; and,

WHEREAS, the 8U All-Stars won the 2018 State Wide Athletic Committee (SWAC) 8U State Championship in Aberdeen, NC with wins over Fuquay, Sandhills, and Onslow County; and,

WHEREAS, under the leadership and guidance of Head Coach Bill Shuey and Assistant Coaches Darrell Kelly, Fred Lawson, and Michael Lugo, the team was able to go undefeated with victories over Fuquay and Sandhills in the first two games, then beating Onslow twice, to advance to the championship game and to win the championship game; and,

WHEREAS, the Lee County Board of Commissioners recognizes the LCPR 8U All-Stars Youth Baseball Team members Troy Lugo, Wyatt McAllister, Ryker Rochelle, Ethan Almanzar, Mason Cline, Mason Hayes, Cayden Jennings, Elijah Kelly, Xavier Kelly, Tykerion Shepard, Brayden Shuey, and Seth Stringfield for the accomplishments they demonstrated over the past several months and for their commitment, perseverance and love of the sport of baseball; and,

WHEREAS, the 8u team represented Lee County admirably in the 2018 SWAC State Tournament in Aberdeen, NC to close out a remarkable 2018 baseball season.

Dated this the ____ day of September, 2018

Amy M. Dalrymple, Chair

Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VI. A.

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Presentation on Project "Thin Slice" (old tobacco warehouse at 513 Wicker Street)

DEPARTMENT: Sanford/Lee County Planning and Development

CONTACT PERSON: Marshall Downey, Planning Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Provide overview of Development Finance Initiative (DFI) study in regards to redevelopment proposal of old tobacco warehouse at 513 Wicker Street; Provide an update as to status of the project.
BUDGET IMPACT	No
ATTACHMENTS	Powerpoint presentation by DFI form April 19, 2018; Letter from DSI
PRIOR BOARD ACTION	None
RECOMMENDATION	None
SUMMARY	

In spring of 2018, Downtown Sanford Inc. (DSI) approached the City and County regarding a proposal as received from Rehab Development to renovate the former tobacco warehouse at 513 Wicker Street. The County, in partnership with the City of Sanford, agreed to spend \$13,000 (\$6,500 each) to hire DFI to review Rehab's pro forma and provide an analysis to local officials. DFI presented their findings to City, County and DSI officials in April.

DFI Pro Forma Review

Thin Slice Rehab Redevelopment – Sanford, NC



SCHOOL OF GOVERNMENT

04/19/18

Meeting Agenda

Agenda

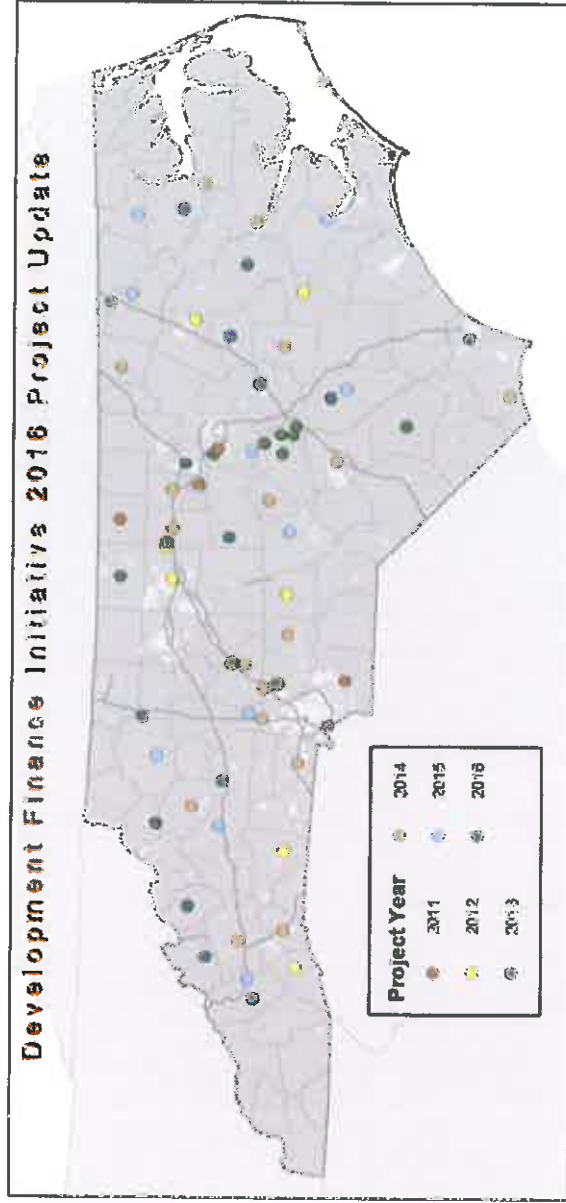
- DFI Process Overview
- Pro Forma Analysis
 - Base Case Analysis (Rehab Assumptions)
 - DFI Analysis
- Pro Forma Comparison

dfi



Development Finance Initiative

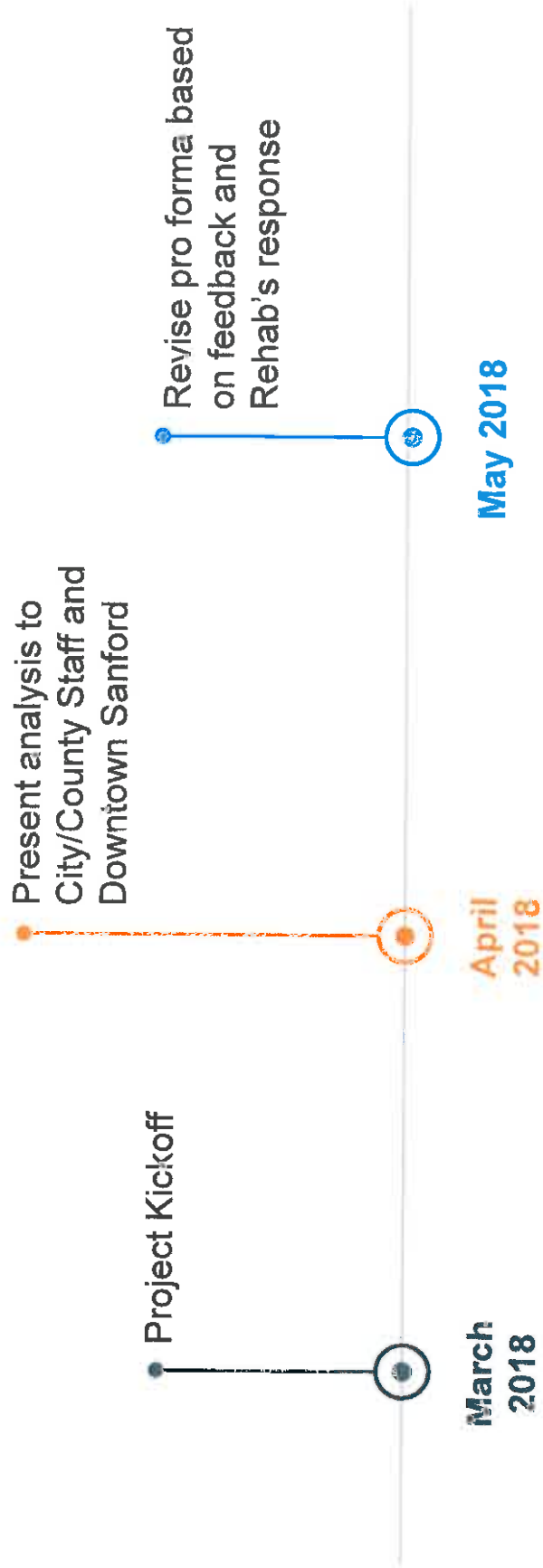
The Development Finance Initiative (DFI) is a program of UNC Chapel Hill's School of Government and collaborates with communities in NC to attract private investment for transformative projects by providing specialized finance and real estate development expertise.



DFI Scope of Work

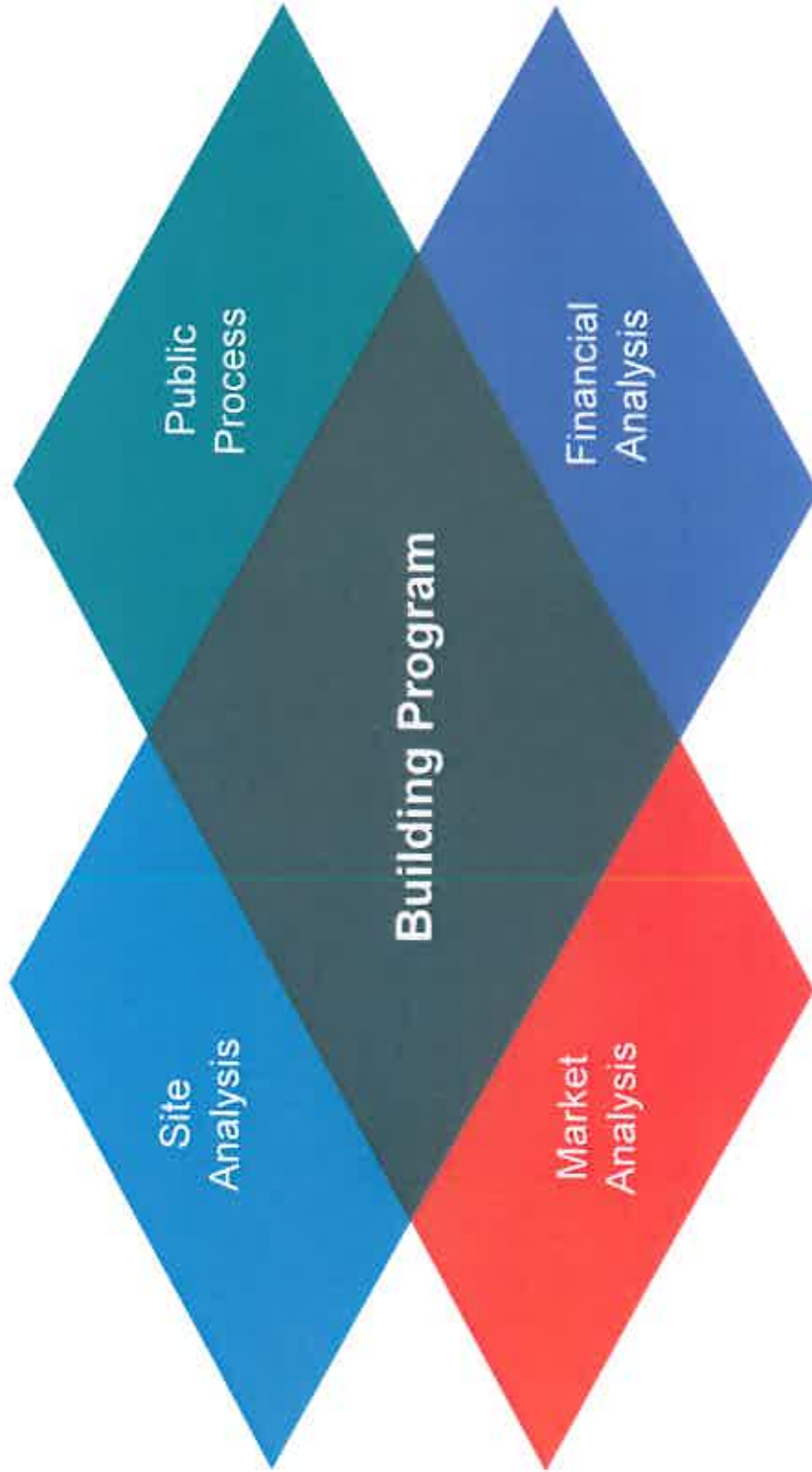
- Build independent pro forma to:
 - Evaluate Rehab’s assumptions
 - Evaluate Rehab’s public participation strategies
 - Perform feasibility analysis and provide recommendations

Timeline



Base Case Analysis

DFI Pre-development Process





Program

Thin Slice	
Total Investment	\$9.3m
Residential Units	41 units
Commercial Space	8,000 SF
Parking	~50 spaces



dfi

Sources and Uses

Uses	
Land Acquisition	\$.5M
Hard Costs*	\$6.6M
Soft Costs	\$2.2M
Total**	\$9.3M

*Includes \$460,000 for Building C parking

**Includes Rehab adjustment from \$80 to \$100 for commercial renovation

Sources		
Cash	20%	\$1.9M
Federal HTC's	12%	\$1.1M
State HTC's	15%	\$1.4M
Deferred Dev Fee	4%	\$0.4M
Construction Loan*	49%	\$4.5M
Total	100%	\$9.3 million

*Rehab Model: 6.74% interest, 25 years

Public Participation Request

- City grants historic landmark status
- City/County provide a performance grant or forgivable loan of \$650,000
- “95% tax abatement on all City, County, and MSD taxes for a period of 10 years”

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Base Case Feasibility

Base Case	Yield on Cost	Internal Rate of Return
Return Hurdles	8%	12%
Public Participation	YoC	IRR
City grants historic landmark status reducing properties in half in perpetuity	6.6%	4%
City/County provide a performance grant/loan of \$650,000*	7.4%	5%
City/County provide 95% tax abatement for a period of 10 years	8.2%	13%

*DFI modeled as loan: 5% interest, 10 years, deferred principal



Pro Forma Clarifications

- 6.74% loan interest rate is higher than expected
- Rehab rent projections are lower than DFI projections
- Status of Lee County library as credit tenant for Building C
- Legality of public participation request (grant/tax deferment)
- Expense assumptions (mgmt. fee and maintenance fee)

DFI Analysis

DFI Analysis Assumptions

Income Projections

- Increase residential rents
- Increase commercial rents

Public Participation

- City provides interest-earning loan rather than a grant
- No tax deferment other than Landmark status

Precedent Rent Premiums achieved by Rehab

- Rehab frequently works in smaller but growing cities, like Sanford
- Historic renovations in urban cores demonstrate a 30-60% premium over market (typically garden-style product)*
- DFI reviewed four Rehab projects: Concord NC (2), Danville VA, South Boston VA, and Wilson NC

*Recently conducted market analyses across NC

Precedent Rent Premiums Achieved by Rehab

Comp Analysis	Rehab Rent PSF	Market Rent PSF	Premium
1-BD	\$1.70	\$1.12	50%
2-BD	\$1.42	\$0.87	60%

Thin Slice	Thin Slice Rent PSF	South Park Village Rent PSF	Premium
1-BD	\$1.32	\$1.00	32%
2-BD	\$1.15	\$0.81	42%

DFI Income Assumptions

- DFI believes project can support the following rent premiums based on precedent examples of Rehab Development projects:
 - Residential rents increased overall by 7%
 - Rehab Premium: 33%
 - DFI Premium: 42%
 - Rehab Commercial at \$10 PSF per year
 - DFI Analysis: \$15 PSF per year
 - Downtown comps range from \$13 - \$18*

*Costar Lease Analysis

Increased Residential Rents Only

Without Public Participation	Yield on Cost	Internal Rate of Return
Return Hurdles	8%	12%
Public Participation	YoC	IRR
City grants Historic Landmark Status reducing property tax by 50% into perpetuity	7%	6%
City/County provide a performance loan of \$650,000*	8%	7%

*DFI modeled as loan: 5% interest-only loan, 10 year term

Increased Residential and Commercial Rents

Without Public Participation	Yield on Cost	Internal Rate of Return
Return Hurdles	8%	12%
Public Participation	YoC	IRR
City grants historic landmark status reducing properties in half in perpetuity	7%	11%
City/County provide a performance grant/loan of \$650,000*	8.6%	12.6%

*DFI modeled as loan: 5% interest, 10 years, deferred principal



Comparison

Thin Slice	Rehab	DFI
Resi. Rent Premium	33%	42%
Comm. Rent PSF	\$10	\$15
Modeled Tax Rebate	95%	0%
Property Tax Revenue (annual)*	\$2,100	\$43,000
City Loan Interest Revenue (annual)	-	\$32,500

*includes City/County/MSD



- DFI's Model assumes
 - Increased residential and commercial rents
 - No tax rebate
 - Landmark status + Loan

Additional Feasibility Strategies

- Main St. Solutions Fund or Bldg Reuse Grant (Dept. of Commerce)
- City provides parking for project (& public) offsite
- Increase project scope
 - Additional residential units in Bldg A
 - Credit tenant in Bldg C



THE UNIVERSITY
OF NORTH CAROLINA
AT CHAPEL HILL

dfi development
finance
initiative



UNC
SCHOOL OF GOVERNMENT

Appendix

Commercial Comps

131 Charlotte Ave



Rent: \$16.55

SF: 870

508 Carthage St



Rent: \$18

SF: 2,400

503 Carthage St



Rent: \$14

SF: 1,265

DOWNTOWN SANFORD

August 16, 2018

Mr. John Crumpton
Lee County
408 Summit Drive
Sanford, NC 27330

Dear Mr. Crumpton,

On behalf of the Downtown Sanford, Inc. (DSI) board of directors, I ask your consideration for a loan from the Golden Leaf Tobacco Fund to purchase the Sanford Tobacco warehouse located at 513 Wicker Street. We ask the loan cover the amount for the purchase, closing and due diligence on the building.

As you know, we have been exploring the potential to rehabilitate this under-utilized structure for market rate, loft-style apartments and retail use, and believe between DSI, the City of Sanford and County of Lee we can structure a public-private partnership with a reputable developer to make this happen.

Downtown Sanford has seen tremendous growth and improvement in recent years, spurred especially by the Streetscape project in 2015. With the new businesses that have opened up, growing signature events and future improvement projects, the time is right to actively encourage Downtown living. A project of this size would add considerably to the Downtown economy by having people Downtown 24 hours a day, 7 days a week.

With the proximity of the future W.B. Wicker School, improving this property would help encourage beautification of other properties around the school. Additionally, we may also be able to provide housing appealing to new teachers, thereby allowing us to take advantage of grants through the State Employee's Credit Union.

Downtown Sanford, our city and county needs to see this kind of growth. We sorely lack this style of housing and it is our belief that we must take a more proactive approach to encourage such an investment. We think a partnership with the county is a great step in the right direction, and would hopefully lead to many more improvement projects that will benefit us all.

Best regards,



Pam Gordon
2018 Chairperson
Downtown Sanford, Inc.



ITEM #:
VI. B.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Consideration of a second upset bid on Lemon Springs Road PIN 9549-17-7784-00, Lee County North Carolina

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	To consider a second upset bid on property located on Lemon Springs Road, PIN 9549-17-7784-00, Lee County North Carolina from Charlie Martin
BUDGET IMPACT	N/A
ATTACHMENTS	Offer letter, receipt of advertising, affidavit of advertising
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Pleasure of the Board.
SUMMARY	

The County of Lee foreclosed on the property located at PIN 9549-17-7784-00 in 2017. Currently, what is owed on the property is \$6,221.95, which includes the taxes and attorney fees owed. The Current tax value of the property \$13,000.00. Charlie Martin has submitted an offer to purchase the above mentioned property for \$1,000.00. Mr. Martin has submitted the requisite 5% deposit and advertising costs.

At its July 23, 2018 regular meeting of the Lee County Board of Commissioners, the Board voted to sell this property through the upset bid procedure, following NCGS 153A-176 and 160A-269. The Board declared the property surplus and accepted the initial offer of \$1,000.00 from Mr. Martin. Mr. Martin's offer was advertised in *The Sanford Herald* on August 2, 2018. During the upset bid period, Mr. David Taylor submitted an upset bid of \$1,100.00 on August 7, 2018. At that time Mr. Taylor paid his 5% deposit and advertising costs. Mr. Taylor's bid was advertised in *The Sanford Herald* on August 28. On August 31, Charles Martin submitted a second upset bid of \$2,000.00 and paid his advertising and deposits costs.

The Board can now accept the second upset bid and authorize the upset bid to be advertised in *The Sanford Herald*.

**RESOLUTION APPROVING SECOND UPSET BID FOR THE SALE
OF PROPERTY LOCATED AT 0 LEMON SPRINGS ROAD
LOT 2 PIN 9549-17-7784-00**

WHEREAS, the County of Lee owns certain vacant property located at 0 Lemon Springs Road, PIN 9549-17-7784-00, Lee County N.C., as shown on a deed recorded in Deed Book 1470, Page 689 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, 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 above reference property has a taxable value of \$13,000.00; and,

WHEREAS, the above referenced property was conveyed to the County of Lee as a result of a foreclosure sale on August 31, 2017; and,

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$6,221.95; and,

WHEREAS, the County received an original offer submitted by Charles Martin to purchase the property for \$1,000.00 and that offer was approved at the July 23, 2018 regular meeting of the Lee County Board of Commissioners; and,

WHEREAS, Mr. Martin paid the required 5 percent (5%) deposit and advertising costs on his offer; and,

WHEREAS, the Lee County Board of Commissioners accepted his offer of \$1,000.00 at the July 23, 2018 meeting and authorized County staff to advertise the offer in *The Sanford Herald*; and,

WHEREAS, the offer was advertised in *The Sanford Herald* on August 2, 2018; and

WHEREAS, David Taylor submitted a first upset bid in the amount of \$1,100.00 on August 7, 2018 and has paid the required five percent (5%) deposit and advertising costs; and,

WHEREAS, Mr. Taylor's first upset bid was advertised in *The Sanford Herald* on August 28, 2018; and,

WHEREAS, Mr. Martin submitted a second upset bid on August 31, 2018 in the amount of \$2,000.00 and he paid the requisite 5 percent (5%) deposit and advertising costs on his second upset bid; and,

WHEREAS, the Lee County Board of Commissioners accepts the second upset bid offer of \$2,000.00 or any higher, upsetting offer, subject to the upset bid procedure and authorizes staff to advertise the first upset bid in the newspaper.

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 County Clerk shall cause a notice of the proposed sale to be published. The notice shall contain a general description of the property, the amount and terms of the first upset bid offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder plus advertising costs.
3. Persons wishing to upset the first upset bid offer that has been received shall submit a sealed bid with their offer to the County Attorney's Office within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the County Attorney shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the County Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received.
5. A qualifying higher bid is one that raises the existing offer by not less than 10 percent (10%) of the first \$1,000 of that offer and 5 percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of 5 percent (5%) of the bid in addition to advertising costs; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The County will return the deposit of the final high bidder at closing.
7. 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 is 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.
 - d. Advertising costs are non-refundable.
 - e. The County Attorney does not perform title searches on the property and the Offeror can retain their own attorney to perform such title search.

8. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate County officials are authorized to execute the instruments necessary to convey the property.

Dated this the 17th day of September, 2018.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Deputy County Attorney/Clerk
Lee County Board of Commissioners

REAL ESTATE UPSET BID OFFER

Date: 8-31-2018
~~8/7/2018~~

I, CHARLES P. MARTIN, hereby submit an upset bid offer to purchase real property located at:


ADDRESS: LEMON SPRINGS RD

PIN #: 9549-17-7784-00

OFFER AMOUNT: \$ 2,000.00

Please read the following before signing below:

- All offers require an upfront payment of a bid deposit in the amount of 5% of the offer amount and payment of advertising costs with payment to be made in cash, cashiers or certified check
- Advertising costs are non-refundable
- Purchase of property is contingent on the approval of the Lee County Board of Commissioners and/or the Sanford City Council and any other entity joining in ownership of the above property
- All offers are subject to the upset bid process
- Property is sold "as is" with no conditions placed on the bid
- Title to the property shall be transferred to the buyer by a nonwarranty deed. County Attorney does not provide a title search and buyer is welcome to retain a private attorney for the closing
- The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and has the right to reject all bids at any time
- Final payment of the remaining balance will be due at closing



Cell - 919-708-3812 (Signature)

REDIFORM • Carbonless • S1654NCR Duplicate • S1657NCL Triplicate

DATE 8-31-18 RECEIPT 348601
 RECEIVED FROM Charles Martin

ADDRESS
Two hundred fifty dollars + no tax DOLLARS \$ 250.00
 FOR 2nd upset bid - Lemon Springs Rd - 9549-17-1784-00
Bid Deposit - \$50 Advertising - \$200

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	<u>250 00</u>
AMOUNT PAID		CHECK	
BALANCE DUE		MONEY ORDER	

Lee Co. Finance

BY C Confair

AFFP
FINAL UPSET BID LEMON SPRINGS

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

Affidavit of Publication

TAKE NOTICE that Lee County has received an upset bid to purchase the parcel of property located at 0 Lemon Springs Road, PIN 9549-17-7784-00, Sanford, NC, herein below described, for the sum of one thousand, one hundred dollars (\$1,100.00).

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 Legal Department five percent (5%) of the increased bid amount and \$200.00 for advertising costs. Any person may submit an upset bid to the Legal Department, 408 Summit Avenue, Sanford NC, within 10 days after the notice of sale is published. If a qualifying higher bid has been received, that bid will become the new offer. 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" with no warranties as to condition, habitability or environmental matters. Title will be transferred by non-warranty deed. Property is subject to any and all encumbrances, easements, covenants or liens. While the legal department does not conduct title searches, it is recommended that the bidder obtain one prior to closing.

The Subject Property is described as follows:

Parcel located at 0 Lemon Springs Road, Lot 2 PIN 9549-17-7784-00, in Lee County, Sanford, NC, also being that property described in Deed Book 01470 at page 0689, in the Lee County Registry, subject to any and all encumbrances and liens of record.

This the 28th day of August, 2018.

Jennifer Gamble, COUNTY CLERK

STATE OF NORTH CAROLINA }
COUNTY OF } *Lee* SS

Lisa Robertson, being duly sworn, says:

That she is Billing Clerk of the The Sanford Herald, a daily newspaper of general circulation, printed and published in Sanford, County, North Carolina; that the publication, evidenced hereto, was published in the said newspaper on the following dates:

August 28, 2018

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Lisa Robertson
Billing Clerk

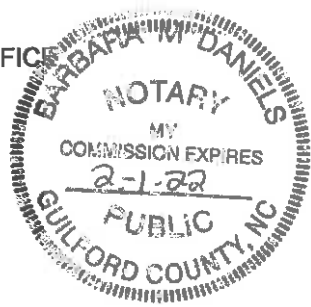
Subscribed to and sworn to me this 28th day of August 2018.

Barbara M Daniels
Barbara Daniels, Guilford, Notary, County, North Carolina

My commission expires: February 01, 2022

30029901 30830383

JENNIFER GAMBLE
LEE COUNTY ATTORNEY'S OFFICE
106 HILLCREST DR
SANFORD, NC 27330



LEE COUNTY

Committed Today for a Better Tomorrow

ITEM #:
VI. C.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Consider donation of land to Sanford Housing Authority

DEPARTMENT: Legal

CONTACT PERSON: Whitney Parrish

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	To consider a donation of land off of Linden Avenue to the Sanford Housing Authority
BUDGET IMPACT	N/A
ATTACHMENTS	Picture of the parcel, tax record, deed of Lots 55&56 on Linden Avenue to Sanford Housing Authority in 2012, NCGS 160A-269, original deed
PRIOR BOARD ACTION	Sold to the Sanford Housing Authority Lots 55&56 on Linden Avenue in 2012 for \$40,000.00
RECOMMENDATION	Pleasure of the Board
SUMMARY	

In 2012, the Lee County Board of Commissioners sold to the Sanford Housing Authority, pursuant to NCGS 160A-269, Lots 55&56 on Linden Avenue for \$40,000.00. Lee County originally owned those two lots in fee simple and acquired them through an instrument recorded in Book 432, Page 580. As part of the original acquisition, Lee County also owns Lot 54.

When Lee County sold the property to SHA, the conditions was for the property to be used for twenty five years for the public purposes of providing safe, sanitary and affordable housing to the low income population of the City of Sanford and the County through the rental of dwelling units through Section 8 housing and therefore the fee simple absolute title shall vest with SHA.

An individual contacted the County about purchasing Lot 54, which is right beside the lots that have been sold to SHA. At that time, we reached out to SHA to determine their interest. They have inquired about having the land donated for the same purposes as stated in the deed for Lots 55&56.

If the Board were to decide to donate this lot to SHA, according to NCGS 160A-269, the same restrictions/conditions that the property be used for low income housing through rentals of dwelling units through Section 8 housing would need to attach, to ensure that the SHA used the property for such public purpose. The Board would also need to adopt the attached resolution authorizing the disposal of the property and the authorize a notice to be published summarizing the contents of the resolution and the sale cannot be consummated until 10 days have passed after publication.

**RESOLUTION AUTHORIZING THE SALE OF A
LOT ON LINDEN AVENUE IN THE
CITY OF SANFORD TO THE
SANFORD HOUSING AUTHORITY**

WHEREAS, Lee County acquired title to a Building and three lots on the South side of Linden Avenue in the City of Sanford by deed recorded in Book 432 Page 580 in the Office of the Register of Deeds for Lee County with the property bearing the PIN Numbers 9643-82-1177-00, 9643-82-0185-00, and 9643-82-2250-00; and more particularly described as follows:

All of Lot Numbers 54, 55 and 56 according to a map entitled "Property of Father George Mills, Sanford NC" made by Southern Mapping and Engineering Company Greensboro, NC, dated May 15, 1954 and recorded in Map Book 5, Page 17, Lee County Registry, to which map reference is made for a more perfect description.

WHEREAS, on March 19, 2012, the Lee County Board of Commissioners passed a resolution disposing of the building and two of the Lots, Lots 55 and 56 as surplus and authorized the sale of those lots and building to the Sanford Housing Authority for \$40,000.00 with the conditions that the Sanford Housing Authority assure the property would be put to public use; and,

WHEREAS, the County has the authority, pursuant to North Carolina General Statutes 153A-176 to dispose of real property belonging to it according to the procedures described in North Carolina General Statutes Chapter 160A, Article 12 and has the specific authority pursuant to North Carolina General Statute 160A-279 to convey property by private sale to a public or private entity which carries out a public purpose; and,

WHEREAS, the consideration can be the recipient's promise to use the property for a public use; and,

WHEREAS, the Sanford Housing Authority is a non-profit corporation serving the public purpose of providing decent and safe rental housing for eligible low-income families, the elderly and persons with disabilities; and,

WHEREAS, the Sanford Housing Authority, by and through the authority of its Board of Directors and Executive Director, has offered to purchase from the County for one dollar, Lot 54 and has agreed to use the property in furtherance of its public purpose.

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

1. That Lot 54 as described herein is hereby declared to be surplus to the needs of the County.
2. That the County proposes to convey the property to the Sanford Housing Authority with covenants or conditions which assure the property will be put to a public use.
3. That the Clerk to the Board is hereby authorized and directed to cause a notice summarizing the contents of this resolution to be published once in *The Sanford Herald* after the resolution is adopted.
4. That the County Manager is hereby authorized and directed to dispose of the property described above herein by private sale to the Sanford Housing Authority with the consideration being that the Sanford Housing Authority will use the property to carry out the public purpose of providing housing for low income rental units to those in the City of Sanford and the County of Lee. Nevertheless, no sale shall be consummated hereunder until (10) days after the notice required herein is published.

Adopted this _____ day of _____, _____.

Amy M. Dalrymple
Chair, Lee County Board of Commissioners

Jennifer Gamble
Clerk, Lee County Board of Commissioners

N.C. Gen. Stat. § 160A-279

Current through the 2018 Regular Session and First Extra Session of the General Assembly, but not including corrections and codification changes made to the Session Laws by the Revisor of Statutes. The final official version of statutes affected by the 2018 Regular Session and First Extra Session will appear on LexisAdvance on or before October 1, 2018.

General Statutes of North Carolina > CHAPTER 160A. CITIES AND TOWNS > ARTICLE 12. SALE AND DISPOSITION OF PROPERTY

§ 160A-279. Sale of property to entities carrying out a public purpose; procedure

(a)Whenever a city or county is authorized to appropriate funds to any public or private entity which carries out a public purpose, the city or county may, in lieu of or in addition to the appropriation of funds, convey by private sale to such an entity any real or personal property which it owns; provided no property acquired by the exercise of eminent domain may be conveyed under this section; provided that no such conveyance may be made to a for-profit corporation. The city or county shall attach to any such conveyance covenants or conditions which assure that the property will be put to a public use by the recipient entity. The procedural provisions of G.S. 160A-267 shall apply. Provided, however, that a city or county may convey to any public or private entity, which is authorized to receive appropriations from a city or county, surplus automobiles without compensation or without the requirement that the automobiles be used for a public purpose. Provided, however, this conveyance is conditioned upon conveyance by the public or private entity to Work First participants selected by the county department of social services under the rules adopted by the local department of social services. In the discretion of the public or private entity to which the city or county conveys the surplus automobile, when that entity conveys the vehicle to a Work First participant it may arrange for an appropriate security interest in the vehicle, including a lien or lease, until such time as the Work First participant satisfactorily completes the requirements of the Work First program. This subsequent conveyance by the public or private entity to the Work First participant may be without compensation. The participant may be required to pay for license, tag, and/or title.

(b)Notwithstanding any other provision of law, this section applies only to cities and counties and not to any other entity which this Article otherwise applies to.

(c)Repealed by Session Laws 1993, c. 491, s. 1.

(d)This section does not limit the right of any entity to convey property by private sale when that right is conferred by another law, public, or local.

History

1987, c. 692, s. 1; 1993, c. 491, s. 1; 1998-195, s. 1.

Annotations

Notes

LOCAL MODIFICATION. --Mecklenburg: 1989, c. 354, s. 1; 1993, c. 491, s. 1; city of Charlotte: 1989, c. 354, s. 1; 1993, c. 491, s. 1; city of Durham: 1993 (Reg. Sess., 1994), c. 658, s. 1; city of Monroe: 1991, c. 319, s. 2; city of New Bern: 1993, c. 277, ss. 1, 2; c. 553, s. 76; 2016-41, s. 5.

Case Notes

PROHIBITION CONTAINED IN SUBSECTION (A) WAS NOT APPLICABLE because a city intended to convey a sewer easement to the county sewerage district, not to sell it to some other private party. City of Asheville v. Resurgence Dev. Co., LLC, 239 N.C. App. 80, 746 S.E.2d 751 (2013).

CITED in

County of Moore v. Humane Socy of Moore County, Inc., 157 N.C. App. 293, 573 S.E.2d 682 (2003).

Research References & Practice Aids

LEGAL PERIODICALS. --

See Legislative Survey, 21 Campbell L. Rev. 323 (1999).

General Statutes of North Carolina
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N.C. Gen. Stat. § 160A-267

Current through the 2018 Regular Session and First Extra Session of the General Assembly, but not including corrections and codification changes made to the Session Laws by the Revisor of Statutes. The final official version of statutes affected by the 2018 Regular Session and First Extra Session will appear on LexisAdvance on or before October 1, 2018.

General Statutes of North Carolina > CHAPTER 160A. CITIES AND TOWNS > ARTICLE 12. SALE AND DISPOSITION OF PROPERTY

§ 160A-267. Private sale

When the council proposes to dispose of property by private sale, it shall at a regular council meeting adopt a resolution or order authorizing an appropriate city official to dispose of the property by private sale at a negotiated price. The resolution or order shall identify the property to be sold and may, but need not, specify a minimum price. A notice summarizing the contents of the resolution or order shall be published once after its adoption, and no sale shall be consummated thereunder until 10 days after its publication.

History

1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 24.

Annotations

Notes

LOCAL MODIFICATION. --Mecklenburg: 1981, c. 510; town of Wake Forest: 1987, c. 160.

General Statutes of North Carolina
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End of Document

BK:01286 PG:0223

LEE COUNTY
MOLLIE A. MCINNIS
REGISTER OF DEEDS

FILED Jun 26, 2012
AT 04:52:18 pm
BOOK 01286
START PAGE 0223
END PAGE 0230
INSTRUMENT # 04117

Lee County 06-26-2012
NORTH CAROLINA
Real Estate
Excise Tax \$80.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax \$80.00

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier 9643-82-1177-00 & 9643-82-0185-00
Verified by _____ County on the _____ day of _____
by _____

Mail after recording to Sanford Housing Authority, c/o William T. Wilson, 1502 Woodland Ave, Sanford, NC 27330

This instrument was prepared by W. Dale Talbert, Lee County Attorney, 106 Hillcrest Ave, Sanford, NC 27330

Brief description for the Index

226 Linden Avenue, Sanford, NC

THIS DEED made this 26th day of June, 2012, by and between

GRANTOR

GRANTEE

LEE COUNTY NORTH CAROLINA, one of the counties of the State of North Carolina and a body politic and corporate

Address: 106 Hillcrest Drive,
Sanford, N.C. 27330

SANFORD HOUSING AUTHORITY, INC., a non-profit corporation

Address: 1000 Carthage Street,
Sanford NC, 27330

NO TITLE SEARCH REQUESTED OR PERFORMED

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple on the condition subsequent that the property be used for the public purposes conducted by the Grantee as described herein the certain lots or parcels of land situated in the City of Sanford, East Sanford Township, Lee County, North Carolina and more particularly described as follows:

SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property hereinabove described was acquired by Grantor by Instrument recorded in Book 432, Page 580, Lee County Registry.

The subject property IS NOT the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid lots or parcels of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple on the condition subsequent that the property is to be used for the next 25 (twenty-five) years for the public purposes conducted by the Grantor of providing safe, sanitary and affordable housing to the low income population of the City of Sanford and County of Lee through rental of dwellings owned by the Grantee and through Section 8 housing. In the event the property described above ceases to be used for the aforesaid public purpose during the next 25 (twenty-five) years, then in such event all right, title, and interest in the property will revert to the Grantor and the Grantor shall have the right to immediately re-enter upon said premises and take and hold possession of said premises without let or hindrance. At the end of 25 (twenty-five) years fee simple absolute title shall automatically vest in the Grantee.

The Grantor covenants with the Grantee, and its respective heirs and assigns, that the Grantor is seized of said premises in fee simple absolute and has the right to convey the same in fee simple on condition subsequent, that title is marketable and free and clear of all encumbrances, and that Grantor hereby warrants and will forever defend the title to the same against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

1. 2012 ad valorem taxes (prorated through the date of closing), if any are owed;
2. The condition subsequent described herein; and,
3. All enforceable easements, rights of way, covenants, conditions and restrictions of record as of the date hereof.

[Signature page and acknowledgements follow.]

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Commissioners, the day and year first above written.

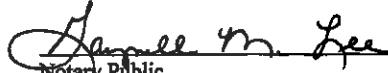
LEE COUNTY NORTH CAROLINA by


John A. Crumpton,
County Manager (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF LEE

I, Gaynell M. Lee, a Notary Public of the County and State aforesaid, do hereby certify that JOHN A. CRUMPTON being personally known to me, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him for the purposes stated therein.

Witness my hand and official seal, this 26th day of June, 2012.


Notary Public

My commission expires: 5-16-13



BK:01286 PG:0226

EXHIBIT A

LEGAL DESCRIPTION

Being that realty designated as 226 Linden Avenue, Sanford, North Carolina, and further described as:

All of Lot Number 55 (PIN number 9643-82-1177-00) and Lot Number 56 (PIN number 9643-82-0185-00) according to a map entitled "Property of Father George Mills, Sanford, NC" made by Southern Mapping and Engineering Company, Greensboro, NC, dated May 15, 1954, and recorded in Map Book 5, page 17 of the Lee County Registry, to which map reference is made.

The property described hereinabove was acquired by Lee County through an instrument recorded in Book 432, Page 580, Lee County Registry.

Title is conveyed in fee simple on the condition subsequent that the property is to be used for the next 25 (twenty-five) years for the public purposes conducted by the Grantor of providing safe, sanitary and affordable housing to the low income population of the City of Sanford and County of Lee through rental of dwellings owned by the Grantor and through Section 8 housing. Thereafter, fee simple absolute title shall vest in the Grantee.



Committed Today for a Better Tomorrow

**RESOLUTION AUTHORIZING THE SALE
OF A BUILDING AND TWO LOTS ON LINDEN AVENUE IN THE CITY OF SANFORD
TO THE SANFORD HOUSING AUTHORITY**

WHEREAS, Lee County acquired title to a Building and three lots on the South side of Linden Avenue in the City of Sanford by Deed recorded in Book 432 Page 580 in the Office of the Register of Deeds for Lee County with the property bearing the PIN Numbers of 9643-82-1177-00, 9643-82-0185-00 and 9643-82-2250-00; and more particularly described as follows:

All of Lot Numbers 54, 55, and 56 according to a map entitled "Property of Father George Mills, Sanford, NC" made by Southern Mapping and Engineering Company Greensboro, NC, dated May 15, 1954, and recorded in Map Book 5, Page 17, Lee County Registry, to which map reference is made for a more perfect description.

WHEREAS, the Board of Commissioners of Lee County desires to dispose of the Building and two of the Lots, Lots 55 and 56, upon which the Building stands as being surplus to the County's needs, and;

WHEREAS, the County has the authority pursuant to North Carolina General Statutes §153A-176 to dispose of real property belonging to it according to the procedures prescribed in North Carolina General Statutes, Chapter 160A, Article 12 and has the specific authority pursuant to North Carolina General Statute §160-279 to convey by private sale real property which it owns to a public or private entity which carries out a public purpose, and;

WHEREAS, the Sanford Housing Authority, is a non-profit corporation serving the public purpose of providing decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities, and;

WHEREAS, the Sanford Housing Authority, by and through the authority of its Board of Directors and Executive Director, has offered to purchase from the County the Building and Lots 55 and 56 upon which the Building stands as described above for the sum of FOURTY THOUSAND DOLLARS (\$40,000) and agreed to use the property in furtherance of its public purpose.

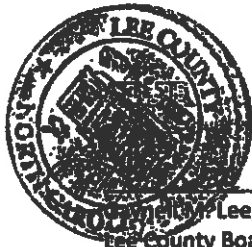
NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. That Building and Lots 55 and 56 upon which the Building stands as described herein is hereby declared to be surplus to the needs of Lee County.
2. That the County proposes to convey the property to the Sanford Housing Authority with covenants or conditions which assure the property will be put to a public use upon the parties agreeing upon a mutually acceptable sales price.
3. That the Clerk to the Board is hereby authorized and directed to cause a notice summarizing the contents of this resolution to be published once in *The Sanford Herald* after the resolution is adopted.
4. That the County Manager is hereby authorized and directed to dispose of the property described herein by private sale to the Sanford Housing Authority at a negotiated minimum price of FORTY THOUSAND DOLLARS (\$40,000). Nevertheless, no sale shall be consummated hereunder until ten (10) days after the notice required herein is published

Adopted this 19th day of March 2012.



Linda A. Shook, Chair
LEE COUNTY BOARD OF COMMISSIONERS





Clerk Lee, Clerk
Lee County Board of Commissioners

BK:01286 PG:0229

The Sanford Herald

Affidavit of Publication: Lee County, North Carolina

The Sanford Herald is a newspaper with a general circulation to actual paid subscribers admitted to the United States mails in the Periodicals class in Lee County. The Sanford Herald has been published at least one day in each calendar week for at least 25 of the 26 consecutive weeks immediately preceding the date of the this affidavit.

Holly Hight, Classified Advertising Representative of The Sanford Herald, a newspaper published in Lee County in the state of North Carolina, being duly sworn, deposes and says: tha the attached advertisement of notice, in the action entitled.

Public Notice
Sale of Land owned
Real Property

was duly published in the aforesaid newspaper one a week for 1 consecutive weeks, beginning with the issue dated the 7 day of June, 2012, and ending with the issue dated the 7 day of June, 2012.

Received of Lee County Attorneys Office
\$136.50 the cost of the above publication.

By: Holly Hight
Holly Hight, Classified Advertising Representative

Sworn to and subscribed before me, this 7 day of June
2012

Tammy Jo Pipkin
Notary

8-10-15
My Commission Expires:



BK:01286 PG:0230

6/7/12

**PUBLIC NOTICE
SALE OF COUNTY-OWNED
REAL PROPERTY TO
THE SANFORD HOUSING
AUTHORITY**

The Lee County Board of Commissioners, at its March 19, 2012 regular meeting, and pursuant to its authority under NCGS §160A-279, resolved to sell by private sale to the Sanford Housing Authority two parcels of county-owned real property, including a vacant building located on the parcels, known as 226 Linden Avenue, Sanford, North Carolina, and further described as:

All of Lot Number 55 (PIN number 9643-82-1177-00) and all of Lot Number 56 (PIN number

9643-82-0185-00) according to a map entitled "Property of Father George Mills, Sanford, NC" made by Southam Mapping and Engineering Company, Greensboro, NC, dated May 15, 1964, and recorded in Map Book 5, page 17 of the Lee County Registry and the building standing on the lots.

The property described hereinabove was acquired in fee simple by Lee County through an instrument recorded in Book 432, Page 580, Lee County Registry.

The Sanford Housing Authority has offered to purchase the real property for \$40,000. The Housing Authority is a non-profit corporation serving the public purpose of providing decent and safe and rental housing for eligible, low-income families, the elderly, and persons with disabilities.

The deed or other instruments of conveyance shall contain covenants or conditions that the Housing Authority's interest in the property shall terminate and revert to the County if at any time during the next 25 years the Housing Authority shall cease to use the property in furtherance of its public purpose.

The County intends to finalize the transfer of the property ten days after the publication of this notice.

Written comments may be submitted to the Lee County Board of Commissioners at 106 Hillcrest Drive, Sanford, NC 27330 or by telephone at 919-718-4610, Ext. 2.

Gaynell M. Lee
Clerk to the Board

BOOK 432 PAGE 580

Prepared by Jimmy L. Love, Attorney, P. O. Box 309, Sanford, NC 27330
Mail to Lee County

NORTH CAROLINA

LEE COUNTY

ca

THIS DEED, made this the 7th day of June, 1989, by LEE COUNTY BOARD OF EDUCATION, a body corporate of Lee County, North Carolina, party of the first part; to COUNTY OF LEE, a political subdivision of the State of North Carolina, party of the second part;

W I T N E S S E T H:

THAT THE LEE COUNTY BOARD OF EDUCATION, a body corporate, party of the first part, acting pursuant to General Statutes 160A-274, and in consideration of the exchange of a portion of Tract 2, George Watson Estate, has bargained and sold and by these presents does grant, bargain, sell and convey unto the COUNTY OF LEE, party of the second part, its successors and assigns, all that certain lot or parcel of land situated in East Sanford Township, Lee County, North Carolina, and more particularly described as follows:

All of Lots Nos. 54, 55 and 56 according to a map entitled "Property of Father George Mills, Sanford, NC" made by Southern Mapping and Engineering Company, Greensboro, NC, dated May 15, 1954, and recorded in Map Book 5, Page 17, Lee County Registry, to which map reference is made for a more perfect description.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereunto belonging to the said party of the second part, its successors and assigns forever.

And the said party of the first part does hereby covenant that it has not placed or suffered to be placed any presently existing lien or encumbrance on said premises and that it will warrant and defend the title to the same against the lawful claims of old persons claiming by, through, under, or on account of it, but no further.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed in its name by the Chairman of the Lee County Board of Education and attested by the Secretary to said

BOOK 432 PAGE 581

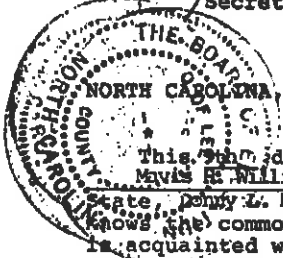
Board, and its corporate seal to be hereto affixed, the day and year first above written, by authority of resolutions duly adopted by the Board of Education of Lee County.

LEE COUNTY BOARD OF EDUCATION

By: Robert W. Dalrymple
Chairman

ATTEST:

Donny L. Hunter
Secretary



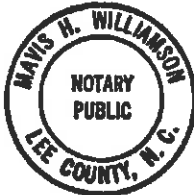
This 9th day of June, 1989, personally came before me, Mavis H. Williamson, a Notary Public of said County and State, Donny L. Hunter, who being by me duly sworn, says that he knows the common seal of said Lee County Board of Education, and is acquainted with Robert W. Dalrymple, who is Chairman of the Lee County Board of Education, and that he, the said Donny L. Hunter is the Secretary of the Lee County Board of Education, and saw the said Chairman sign the foregoing instrument, and that he, the said Secretary as aforesaid, affixed said seal to said instrument, and that he, the said Donny L. Hunter signed his name in attestation of the execution of said instrument in the presence of said Chairman of the Lee County Board of Education.

Witness my hand and notarial seal.

Mavis H. Williamson
Notary Public

My Commission Expires:

7-27-90



NORTH CAROLINA, LEE COUNTY
Presented for registration on the 13th
of June 89 at 4:56
recorded in Book _____ page _____
Nelle W Thomas, Register of Deeds

STATE OF NORTH CAROLINA - LEE COUNTY
The foregoing certificate of Mavis H. Williamson a Notary Public (Notarize-Person) of Lee County is hereby certified to be correct this 13th day of June 1989
NELLE W THOMAS, REGISTER OF DEEDS, LEE CO., N.C.
By Mavis H. Williamson
-Deputy Register of Deeds
Amila

PARID: 964382225000

LEE COUNTY

0 LINDEN AVE VACANT LND

To print a property record card or export search results into a CSV format that can be used with Excel please follow these steps:

- Select the desired report option from the right menu (e.g. CSV Export, Residential PRC) and hit GO
- Click Open when prompted for an export. Property record cards will open as a PDF.

Parcel

ParID / PIN: 964382225000 /
 Tax Year: 2018
 Tax Jurisdiction: CSF : CITY OF SANFORD
 Neighborhood: 900 : Charlotte Avenue

Valuation

Appraised Land: 4,400
 Appraised Building: 0
 Appraised Total: 4,400
 Deferred: 0
 Exempts/Excluded: 4,400
 Assessed Real: 0
 Total Assessed: 0

Owner

Account Number: 15366
 Name: LEE COUNTY
 Name 2:
 Own %: 100
 Mailing Address: PO BOX 1968
 SANFORD NC 27331

Linked Sale 432/580

Legal

Physical Address: 0 LINDEN AVE
 Legal Description 1: LOT 54
 Plat Cabinet/Slide: /

Description

NBHD Code / Name: 900 : Charlotte Avenue
 Class: EX : EXEMPT
 Land Use: XLEE : LEE COUNTY MUNICIPAL
 Zoning: R-6
 Living Units:
 Deeded Acres:
 Calculated Acres: .2886

Recorded Transaction

Date	Book	Page	Instrument	Sam Price	Validity Code
13-JUN-89	432	580	-	0	8

linden



LEE COUNTY

Committed Today for a Better Tomorrow

ITEM #:
VI. D.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Parks and Recreation Facility Use Policy

DEPARTMENT: Legal & Parks and Recreation

CONTACT PERSON: Whitney Parrish and John Payne

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Review and consider approving the Lee County Parks and Recreation Facility Use Policy and Priority Classification.
BUDGET IMPACT	Revenues from the rental and leasing of park property for programs.
ATTACHMENTS	Parks and Recreation Facility Use Policy and Priority Classification
PRIOR BOARD ACTION	The Board of Commissioners approved a facility use contract with Broadway Baseball. Due to increased interest in other for profit and non-profit groups wanting to provide recreation programming, the staff has been working on a policy that would allow more groups to offer programming at Lee County facilities.
RECOMMENDATION	The Lee County Parks and Recreation Advisory Committee unanimously recommended approval of the policy and priority classification system.
SUMMARY	

With the purchase of the Lett Family Park in Broadway, Lee County began a process of allowing groups to rent our facilities to provide recreation programming. After the initial first contract with Broadway Baseball, other groups have approached Parks and Recreation about using facilities to offer programs such as baseball, lacrosse, soccer and football at our parks. With participation numbers down in several traditional programs, staff wants to allow outside groups the opportunity to establish programs in Lee County. The attached policies will allow a fair and equitable process to those groups who want to collaborate with the county to use our facilities and grow recreation programs in the county.

**LEE COUNTY PARKS AND RECREATION
FACILITY USE POLICY
AND PRIORITY CLASSIFICATION**

The objective of the Facility Use Policy shall be to:

- Provide an organized manner to allow for reservation of athletic fields for organized youth and adult sport events
- Minimize maintenance costs of County owned property caused by facility use
- Provide quality facilities and service to our recreation partners

General Use of the Facilities

- Organizations providing youth and adult events can apply to use Lee County owned property to facilitate these events.
- The organization must contact the Lee County Parks and Recreation Department by the date listed below to ensure reservation of a facility for a season.
- The Parks and Recreation Department will follow a priority classification policy to ensure that all organizations are treated fairly during the reservation period.
- The organization must pay for the reservation, as set out in the fee schedule, when the reservation is made. All organizations must enter into and abide by the memorandum of understanding in order to use the facility.
- Organizations that are interested in single event uses of the facilities will be asked to sign the Application for Single Event Reservation and ensure their participants sign a waiver of liability form.
- All reservations will include a \$100.00 non-refundable deposit at time of reservation
- Organizations interested in season or yearlong rentals, must sign the Reservation Agreement and submit it to the Parks and Recreation Department to request a reservation. Participants will also be asked to sign a waiver of liability form.
- All organizations are responsible for working together, with the Lee County Parks and Recreation staff, to ensure the reservation period for facility use occurs in a positive and considerate manner.
- All participants must follow the smoking ban.
- Sponsor agrees to not allow the sale of alcohol on the premises and to not knowingly allow consumption of alcohol on the premises.

Priority Classification

- Due to the potential for conflicting scheduling requests for the usage of the Lee County athletic fields and property, it is necessary to define and classify users by the type of activities and establish a reservation priority that the Parks and Recreation staff can utilize to ensure the Lee County fields and property reservations are being used to meet the needs of the community.

- Priorities are listed below:
 - Priority 1: All Lee County non-profit youth athletic organizations. Organizations must provide proof of non-profit status (as granted by the IRS). Since most reservations will fall into this category, the number of Lee County participants served will also be factored into the priority of use amongst these groups.
 - Priority 2: All Lee County non-profit adult athletic organizations. Organizations must provide proof of non-profit status (as granted by the IRS).
 - Priority 3: Lee County based business and commercial organizations (for profit) that have Lee County headquarters as evidenced by mailing address.
 - Priority 4: Lee County residents use of the facilities for personal use
 - Priority 5: All non-Lee County organizations, groups, businesses and individual use of facilities for athletic events
 - *Exception: All Lee County sponsored activities and programs take precedence.*

Scheduling Process

- All reservation requests should be received by the dates that correspond to the requested season of use. All reservations will be reviewed for consideration and scheduled immediately following the due date referenced below:
 - Spring season: January 15
 - Summer season: May 15
 - Fall season: July 15
- If the organization is requesting to schedule events for an entire year, it must submit that schedule to the Parks and Recreation Department at the time of application.
- All Lee County athletic fields will be closed during winter months December –February
- At any time the fields may be closed for field maintenance and repair. Parks and Recreation staff will try to limit disruption of reservations, but from time to time maintenance may interfere with activities.
- Application requests for single use events, must be submitted to the Parks and Recreation Department at least thirty days prior to the scheduled event.

Commented [WP1]: Do we close?

Priority Sports Seasons

- The priority system does not preclude reservations at other times, subject to availability:
 - Baseball-March through June
 - Softball-March through June
 - Football-August through November
 - Soccer-March through May
 - Lacrosse-May through August

Reservations will be made in order of the priority classification and priority season; however, the following considerations may also be taken into account:

- Compatibility of use and safety-does the activity allow flow of public spaces
- Field condition at the beginning of the season-consideration of use will be based on health and ability of turf to handle anticipated use

- Number of Lee County residents served
- Previous relationship with Lee County and if the organization is in good standing with Lee County
- Review of the organization's mission and goals to determine ways in which it will contribute to further the mission and goals of Lee County
- Facility use requests will be reviewed and approved only for corresponding seasons. Future facility use will not be accepted or approved.
- For the 2019 seasons, we request applications be submitted by _____.
- Tournament and event facility use requests will be considered based on field conditions, scheduled field maintenance and closings, staffing considerations, logistics, etc. and may be made in advance.
- Facility use request submittals do not guarantee approval
- Approvals are subject to modification based on required closures as a result of necessary repairs to facilities caused by unforeseeable use and conditions.

**LEE COUNTY PARKS AND RECREATION DEPARTMENT
USE OF PUBLIC PARK/FACILITIES
FOR PRIVATE PROGRAMS**

Lee County recognizes that programs held in public parks/facilities owned by Lee County are sometimes rented for private use and are separate from Lee County. In order for our citizens to utilize these facilities in a variety of safe and enjoyable manners, the County has developed a policy for the use of public facilities for private programs.

Lee County requires completion of this application for any programs taking place in public facilities, including, but not limited to programs that are instructional, exercise, or athletic class or activity that generates a profit for the sponsoring organization, including non-profits.

This permit application is required in order to consider whether the activities proposed are in conformance with applicable laws and regulations; to ensure activities are not a detriment to public health, safety and welfare, and to ensure that the facility and its users are not overburdened.

Please review the entire application and complete it as accurately as possible to aid us in expediting your application and reservation.

Applications (including a signed copy of the rules and regulations) should be sent to:

Commented [WP1]: Need to complete

If you have any questions regarding the application process, please call:

**USE OF PUBLIC FACILITIES FOR PRIVATE PROGRAMS
RULES AND REGULATIONS AGREEMENT
REGARDING SINGE EVENT RESERVATIONS**

1. Programs are not permitted in any area in which an authorized festival or official event is underway unless the instructor has made prior arrangements with the organizer or manager of the festival or event and shows this in writing to the Parks and Recreation department management.
2. An instructor does not impede or cause any interference with other programs or instructors.
3. No programs are permitted between dawn and dusk unless otherwise specified and approved in the application.
4. A program may not block or obstruct the free movement of pedestrians, traffic or parking. A police officer, fire official or county representative may disburse any portion of a crowd that blocks public passage.
5. An instructor shall pay an application fee payable to Lee County Parks and Recreation.
6. Instructor must provide proof of commercial general liability insurance in the amount of at least \$1,000,000 per occurrence with Lee County listed as additional insured. Lee County has the discretion to require higher limits if the activity is deemed high risk.
7. Instructor must provide schedule of activities to the Parks and Recreation Department for approval at least 24 hours in advance of said activity.
8. Participant members may not exceed twenty per program.
9. **Participants must sign a waiver of liability form before participating in any event and such forms must be provided to the Parks and Recreation Department within 48 hours of the event ending.**
10. Programs must comply with all County ordinances.
11. Program may not alter facilities in any way.
12. Exchange of money on public property is prohibited.
13. The selling of goods on public property is prohibited unless otherwise permitted as part of a County approved event.
14. **Sponsor agrees to not allow the sale of alcohol on the premises and to not knowingly allow consumption of alcohol on the premises.**
15. **Program publicity and scheduling are the sole responsibility of the instructor. All publicity of the event must include that it is a non-County organized event and the signs may not be posted on county property.**
16. Instructor is not, and does not expect, to become an employee of Lee County.
17. Approval of the application is the sole discretion of Lee County, and a permit can be revoked at any time if permit rules and regulations are violated.
18. **All materials promoting the program must include a disclaimer stating that the program is not endorsed or supported in any way by Lee County.**
19. The applicant, in consideration of the above, agrees to the following during the designated period of use as follows:

- a. Applicant will provide full organization, administration and supervision of the program listed herein, including scheduling of all scheduled activities.
 - b. Make the program available to the general public, ensuring general access to the public without regard to age, race, color, religion, national origin, sex, disability or socio-economic status.
 - c. Abide by all municipal and County ordinances, all applicable State laws, all policies of Lee County and the Lee County Parks and Recreation Department, to include but not limited to enforcement of the ban of smoking within County buildings.
 - d. To not knowingly allow any person to conduct illegal activity on Lee County property
 - e. Monitor and accept responsibility for the conduct of all participants and spectators, including the removal of persons whose activities are a nuisance and a bother to other persons present at the facility
 - f. Not to erect or install locks, any signs, tents or other structures on County property, without prior approval of the County.
 - g. Remove all litter from field areas, dugouts and surrounding grounds and collect all trash from the concession areas and deposit trash daily.
 - h. Sponsor is responsible for providing all necessary and appropriate safety instruction to all participants and attendees at all Sponsor's activities.
 - i. Allow only those activities approved in this Application.
20. Indemnification and Insurance.
- a. The Sponsor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees from and against any and all liability and expense, including attorney's fees and claims for damages including, but not limited to, bodily injury, death, personal injury or property damages arising from or in connection with Sponsor's operations or its activities carried on under this Agreement. The Sponsor's duty to indemnify the County shall survive the expiration or other termination of this Agreement.
 - b. The Sponsor shall provide and maintain, at its own expense, during the terms of this agreement, the following programs of insurance covering its operations. Such insurance shall be provided by the insurer(s) satisfactory to the County as approved by the Risk Manager. Evidence of such programs satisfactory to the County shall be delivered to the Risk Manager two weeks before the effective date of the event. Such evidence shall specifically identify this Agreement and contain the express condition that the County is to be given written notice of at least thirty (30) days in advance of any modification or termination of any program of insurance.
 - c. Applicant shall obtain insurance of the types and in the amounts described herein.
 - i. Commercial General Liability and Umbrella Liability Insurance. Sponsor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

- ii. CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contracts, products-completed operations, personal and advertising injury and liability assumed under an insured contract.
 - iii. Lee County shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to County. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to the primary with respect to the additional insured.
 - iv. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- d. Waiver of Subrogation. Sponsor waives all rights against County and its agents, directors or employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement.

Dated this _____ day of _____, _____.

ON BEHALF OF COUNTY:

County Manager

ON BEHALF OF SPONSOR:

APPLICATION FOR SINGLE EVENT RESERVATIONS

This Application and a signed copy of the Rules and Regulations for single event reservations, must be received in the Lee County Parks and Recreation Department for processing **at least thirty days prior to the proposed event date**. The Parks and Recreation Department is located at _____ and you may call _____ for additional information. Applicable payments are due when application is turned in to the Parks and Recreation Department.

DATE OF APPLICATION: _____

FACILITY REQUESTED: _____

NAME OF SPONSOR/ORGANIZATION: _____

AUTHORIZED CONTACT: _____

ADDRESS: _____ **TELEPHONE NO:** _____

EMAIL: _____ **FAX NO:** _____

DESCRIPTION OF PROPOSED USE (you may attach a flyer, brochure, etc. describing your activity):

How many participants expected? _____ **Hours requested?** _____

Type of Sponsor/Organization: _____ For Profit
_____ Non-Profit *must show proof of non-profit status

.....

I hereby agree that the information provided in this Application to use Lee County owned property for a single use event is accurate and correct to the best of my knowledge and I agree that my organization will abide by the rules and regulations that has also been submitted to the Parks and Recreation Department. I further agree to only publicize this event as sponsored by the organization and in no way reflect this event is County sponsored.

Date: _____ **Sponsor/Organization :** _____

**Lee County Parks and Recreation
Fee Schedule**

	Lee Resident	Non-Lee Resident	Lights
Athletic Field (Hourly)			
Youth-nonprofit Rec League	\$0	\$0	\$0
Youth-private/for profit League	\$10/hour	\$10/hour	\$20/hour
Adult League	\$10/hour	\$10/hour	\$20/hour

**Nonprofit must show proof of non-profit status*

Athletic Field (Tournament 2 Full Days)

Day Rental

Out of Town Team Fee

Portable Concessions

Outdoor Event Areas

Picnic Shelters

NORTH CAROLINA

LEE COUNTY

**CONCESSION OPERATIONS AND
BUILDING ADDENDUM**

SPONSOR AGREES TO THE FOLLOWING:

1. Sponsor will operate the _____ concession stand during the term pursuant to this Agreement. The Sponsor may operate on any other mutually agreed upon day in the event a scheduled game/activity is cancelled for any reason. Sponsor will utilize the concession stand beginning _____ through _____.
2. The Sponsor agrees to operate the concession stand in good faith.
3. That the operation of the concession stand meets all requirements as set forth by the State of North Carolina Department of Environmental and Natural Resources for Limited Food Services Establishment. It is the responsibility of the Sponsor to ensure that the facility meets the guidelines for Limited Food Services Establishments and obtain the proper permits required by the Lee County Health Department **and submit a copy of all applicable permits to the Lee County Parks and Recreation Department.**
4. Sponsor agrees to accept all responsibility and liability regarding the food services operation. For concession building, this responsibility includes, but is not limited to, proper cleaning and sanitizing of the concession stand and all utensils, as well as properly preparing, handling and storing all food items so as not to pose a health risk to the public.
5. Sponsor will not hold Lee County, or any of its employees, responsible in the event of injuries to persons who operate a concession stand at a county park.
6. Sponsor agrees to hold Lee County harmless for any and all losses, damages to equipment and supplies that occur at the concession stand as a result of theft, vandalism or by another means, as well as any person raising a claim against the County for reasons associated with the concession operation.
7. County reserves the right to inspect the condition of the concession stand at any time.
8. County reserves the right to assess additional charges or to expel the Sponsor, in the event actions by the Sponsor result in excessive damages to or neglect of the facility.

Sponsor: _____

Title: _____

Date: _____

**Lee County Parks and Recreation
Facilities Enhancement Request**

Enhancements include any additions or improvements to the facility. Prior to making any enhancement, the Sponsor shall submit a written request, using this form, to the Lee County Parks and Recreation Department and the Sponsor must receive prior written approval from the Department before commencing with installing the enhancement. As part of the approval process, the Lee County Parks and Recreation Department will determine its degree of supervision over the installation of the enhancement. The Lee County Parks and Recreation Department will also make a determination if the enhancement will become property of Lee County once it is installed. If the enhancement is determined to be Lee County property, the enhancement will be considered a donation to the County and there will be no conditions placed on the enhancement nor will the County make any payment to the Sponsor for the enhancement. Unless otherwise agreed upon, the Sponsor will be responsible for the entire cost of the enhancement and will be responsible for the maintenance of the enhancement, whether or not it becomes County property, as long as the enhancement is in place and the Sponsor is under an agreement for use of the facility. If the Sponsor is no longer in agreement for use of the facility, the maintenance of the enhancement will become the responsibility of the County.

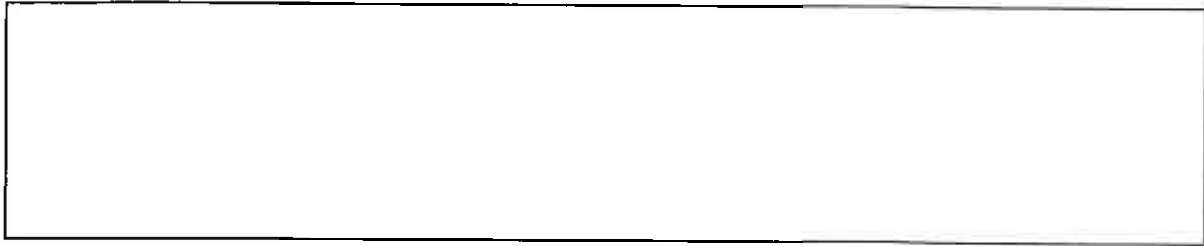
The below to be filled out by the Sponsor:

**A. Site Information
Park/Location**

--

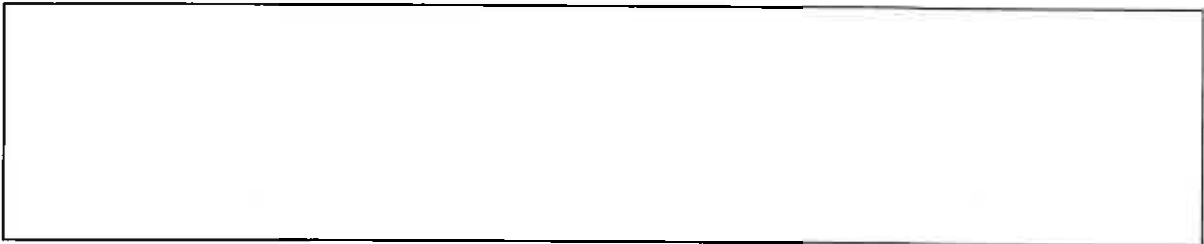
B. Project Description

Briefly describe the site enhancement work you are requesting. Provide a property map with pictures of the proposed site location and facilities enhancement with this request form.

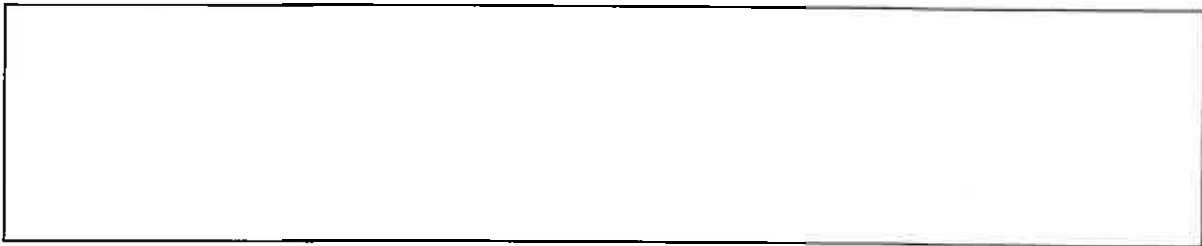


C. Proposed Budget

Budget must include permitting costs, utility markings, utility relocation, etc.



D. Lee County Parks Approval/Denial/Comments



NORTH CAROLINA

LEE COUNTY

**LEE COUNTY PARKS AND RECREATION
ATHLETIC FACILITY
RESERVATION AGREEMENT**

THIS Memorandum of Understand made and entered into this _____ day of _____, _____, by and between **LEE COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County," and _____ hereinafter referred to as "Sponsor":

WITNESSETH:

In consideration of the authorization by the Lee County Board of Commissioners for the County to enter into use agreements with independent associations for the provision of youth and adult athletic programs on facilities owned and/or operated by Lee County Parks and Recreation Department, the County and the Sponsor agree as follows:

I. LOCATION OF FACILITY AND TERM:

A. Sponsor reserves the facility located at _____, and others as requested, reviewed and approved. Reservations are attached to this contract. Sponsor agrees to review and make changes before signing.

B. The term of this Agreement shall begin on _____ and continue through until _____.

Commented [WP1]: The organization would determine if they wanted to do it based on seasons or year

II. DUTIES OF THE COUNTY:

The County Agrees to the following:

A. To reserve, on a priority-use basis, times for practice, games, tournaments and special events at the aforementioned facility in accordance with the schedule, attached hereto and incorporated herein as Exhibit A. This schedule may be changed only with prior written permission of the County. County agrees to maintain and publish the schedule for this Agreement.

Commented [WP2]: This would be the attached schedule of their games/events

- B. Provide routine maintenance for athletic fields, surrounding facilities and grounds to include:
 - a. General mowing
 - b. Annual addition of infield clay as needed to maintain slope
 - c. General repairs to fences and bleachers
 - d. General repairs to irrigation systems and drainage systems
 - e. Ball field lighting systems
 - f. Maintenance of County owned facilities, including plumbing, electrical, mechanical, structural repairs and routine custodial maintenance
 - g. All surrounding areas, including parking areas and roads, grounds, picnic facilities and playgrounds
- C. Conduct routine maintenance and safety inspections of the facility. Facilities and athletic fields can be closed at any time at the discretion of the County if Sponsor does not comply with directions regarding improvements, safety, usage, etc.
- D. Perform all annual maintenance (seeding, grading, aeration, fertilization, etc.)
- E. Inform Sponsor in a timely manner of any plans by the County to materially improve, renovate or alter the facility.
- F. Schedule use of the facility at all other times not specifically scheduled to the Sponsor.
- G. The County, at its discretion, may audit the use of facilities and number of participants during scheduled times, to verify that the Sponsor is utilizing the facilities in accordance with this Agreement.

III. Duties of the Sponsor:

The Sponsor, in consideration of the above, agrees to the following during the designated periods of priority use:

- A. Provide full organization, administration and supervision of the athletic program listed herein, including, but not limited to scheduling all practices, tournaments and special events. Practice and game schedules must be provided to Lee County Parks and Recreation at least one week prior to season beginning.

Commented [WP3]: This was in the NHC, but seems like to me we would want that info sooner than one week before.

- B. Make the program available to the general public, ensuring general access to the public without regard to age, race, color, religion, national origin, sex, disability or socio-economic standing.
- C. Provide the County with the names and telephone numbers and email contact information of at least (2) persons who the County can contact for routine or emergency communications.
- D. Provide the necessary equipment for the Program. Such equipment would typically include sandbags to anchor soccer goals, bases, pitcher's rubbers, goals, field marking materials, field-marking machines and any other equipment not considered a permanent structure affixed to the facility. Sponsor agrees to remove all equipment from the athletic facilities at the end of the season.
- E. Provide game maintenance on the fields to include dragging, lining, marking and general field preparation, rake and tamp home plates and pitching mounds at the end of practice or game. When dragging infields, Sponsor agrees to ensure infields are dragged at low speed for safety and best management practices.
- F. Install and maintain any enhancements to the facility. Enhancements include any additions or improvements to the facility. Prior to making any enhancement, the Sponsor shall submit a written request, using Exhibit B, to the Lee County Parks and Recreation Department and receive prior written approval from the Department before commencing with the installation of the enhancement. As part of the approval process, Lee County Parks and Recreation Department will determine the Department's degree of oversight of the installation process and determine if the enhancement will become property of Lee County once it is installed. Unless otherwise agreed upon, the Sponsor will be responsible for the entire cost of the enhancement. The Sponsor will also be responsible for the maintenance of the enhancement, whether or not it has become County property, as long as the enhancement is in place and the Sponsor is under an agreement for use of the facility. If the enhancement becomes Lee County property, then maintenance of such enhancement will be the duty of the County if the Sponsor is no longer under an agreement for use of the facility.
- G. Provide to the County information on any tournaments or special events to be held by Sponsor at the Facility, to include opening and closing ceremonies.

- H. Execute the Lee County Parks and Recreation Concession Operations and Building agreement.
- I. Abide by all municipal and County ordinances, all applicable State laws, all policies of Lee County and Lee County Parks and Recreation Department, including, but not limited to, ban on smoking and the prohibition of carrying concealed weapons within County buildings and parks.
- J. To not knowingly allow any person to conduct illegal activity on Lee County property.
- K. To not allow the sale of alcohol on the premises and to not knowingly allow consumption of alcohol on the premises.
- L. Monitor and accept responsibility for the conduct of all participants and spectators, including the removal of persons whose activities are a nuisance and a bother to other persons present at the facility.
- M. Not to erect or install locks, any signs, tents or other structures on County property, without prior approval of the County.
- N. Remove all litter from field areas, dugouts and surrounding grounds and collect all trash from the concession areas and deposit trash in dumpster daily.
- O. Assume responsibility for security of premises when the County provides keys to the Sponsor.
- P. Provide the Lee County Parks and Recreation Department with a written annual report tracking the number of participants in each program. This report should focus on number of participants, participant fees, conditions of the facility, suggestions for improvements to the facilities, performance of the County staff, and general observations that will enhance the facility and the program.
- Q. All portions of the sidewalks, entries, doors, vestibules, halls, corridors, stairways, passageways and all other means of access to public utilities of the premises shall be kept unobstructed by the Sponsor, and shall not be used for any purpose other than ingress and egress to and from the premises by the Sponsor.
- R. Sponsor is responsible for providing all necessary and appropriate safety equipment and instruction to all participants and attendees at all Sponsor's activities.

- S. Shall not advertise, solicit or endorse sponsorships without County approval.
- T. Allow only those activities approved in this Agreement.

IV. INDEMNIFICATION AND INSURANCE:

- A. The Sponsor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees from and against any and all liability and expense, including attorney's fees and claims for damages including, but not limited to, bodily injury, death, personal injury or property damages arising from or in connection with Sponsor's operations or its activities carried on under this Agreement. The Sponsor's duty to indemnify the County shall survive the expiration or other termination of this Agreement.
- B. The Sponsor shall require all participants to sign a waiver of liability form. The form shall be submitted to the Parks and Recreation Department prior to the start of the season. If a participant has failed to turn in a waiver form, the Sponsor shall be responsible for ensuring that participant does not play in its event.
- C. The Sponsor shall provide and maintain, at its own expense, during the terms of this agreement, the following programs of insurance covering its operations. Such insurance shall be provided by the insurer(s) satisfactory to the County as approved by the Risk Manager. Evidence of such programs satisfactory to the County shall be delivered to the Risk Manager two weeks before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and contain the express condition that the County is to be given written notice of at least thirty (30) days in advance of any modification or termination of any program of insurance.
- D. Required Program(s):
Sponsor shall obtain insurance of the types and in the amounts described herein:
 - 1. Commercial General Liability and Umbrella Liability Insurance. Sponsor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.
 - 2. CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contracts, products-completed operations, personal and advertising injury and liability assumed under an insured contract.

3. Lee County shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to County. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to the primary with respect to the additional insured.
4. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
5. Waiver of Subrogation. Sponsor waives all rights against County and its agents, directors or employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement.

V. METHOD OF PAYMENT

- A. Unless otherwise specified in the Lee County fee schedule, for recreational youth athletic programs, this Agreement creates an exchange of identified services performed by the Sponsor for the priority reservation and use of the facility listed herein for the term specified, in lieu of direct payment for this facility. For other groups, which limit participation, the fee schedule for reservations and use of facilities is attached hereto and incorporated herewith by reference. Payment must be made to Lee County Parks and Recreation Department prior to the beginning of activities.
- B. Any additional use of the facility will require prior written approval by the County. All efforts should be made to plan expanded uses of the facility (such as tournaments, clinics, etc.) in time to be included in the Parks and Recreation Department budget (budget requests are submitted in December of each year). Additional request should be made at least thirty (30) days prior to the date of the additional use. The County may assess appropriate fees to cover any additional costs. Such fees shall be paid prior to the commencement of the additional use.
- C. Use of the facilities by other groups or individuals not included in this Agreement shall comply with the Lee County "Facility Rental Fee Schedule."

Commented [WP4]: This will need to be changed if we decided to have those groups pay a fee

Commented [WP5]: Need to make sure we adopt one of these

VI. DEFAULT:

- A. Should it be determined that the Sponsor has willfully violated the terms of this Agreement, the County has the right to effect immediate termination of this Agreement and to refuse any future use of the facility by the Sponsor.
- B. Should such action be taken, the Sponsor has the right to appeal this decision to the Lee County Parks and Recreation Advisory Board.

VII. GENERAL PROVISIONS:

- A. Non-waiver of Rights. It is agreed that either party's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.
- B. Entire Agreement. This Agreement constitutes the entire understanding of the parties.
- C. Binding Effect. This Agreement shall be binding upon the parties hereto, and their heirs successors, executors, administrators and assigns.
- D. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.
- E. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina, venue County of Lee.
- F. Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:
Lee County Parks and Recreation Department
Director
PO Box 1968
Sanford, NC 273.31

To Sponsor:

G. Amendments. This Agreement shall not be modified or otherwise amended except in writing signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written and by authority duly given.

Lee County Parks and Recreation
Lee County Manager

SEAL

Sponsor

SEAL

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VII. A.

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Approval for the addition and installation of a bag-in/bag-out exhaust system (negative pressure) room at the Lee County Department of Health Services

DEPARTMENT: General Services

CONTACT PERSON: Russell L. Spivey, General Services Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Award base bid to Dail Mechanical Inc. (Raleigh, NC). For the total unit price amount of \$ 47,856.00
BUDGET IMPACT	Funds of \$ 49,000.00 are included in the FY 2018-2019 General Services Budget
ATTACHMENTS	Bid Forms from Dail Mechanical Inc. (Raleigh, NC). Bid Tabulation Sheet
PRIOR BOARD ACTION	NA
RECOMMENDATION	Approve bid in the amount of \$ 47,856.00 to Dail Mechanical Inc. (Raleigh, NC).
SUMMARY	

A bid opening for the addition and installation of a Bag-in/bag-out exhaust system (negative pressure) room was held on August 24, 2018. This was the rebid following the receipt of two bids on the original bid date of August 9, 2018.

Bids were received from two (2) contractors listed below:

Dail Mechanical Inc. (Raleigh, NC)	\$47,856.00
HVAC Tech Inc. (Morrisville, NC)	\$48,300.00

Additional Fees:

Bowers Consulting, PA (Salisbury, NC)	\$6,750.00
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Total Project Cost	\$54,606.00
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Cost overage	\$5,606.000
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Overage will be subtracted from the McSwain HVAC replacement project credit (\$6,025.00) Funded on the FY 2018-2019 General Services Budget

LEE COUNTY, NORTH CAROLINA
 FINANCE DEPARTMENT
 PO BOX 1968, SANFORD NC 27331-1968

Bid Tabulation Sheet

August 24, 2018 @ 10:00 AM EST
 Date/Time

4262-04R-19 Negative Pressure Room-Health
 Description on Sealed Bid

Bidder/Address	Pre Bid Attended	Bid Amount
Honeywell Inc. Mark Reid. 919-397-5110. Morrisville NC	✓	No Bid
HVAC Tech Inc. Lee Simiele. 704-838-6385. Morrisville NC	✓	\$48,300.00
Garret Const. Ron Felling. 704-535-7040. Charlotte, NC	✓	No Bid
Dail Mechanical. Bill Dail. 919-307-3100. Raleigh, NC	✓	\$47,856.00
Schneider Electric. Chris Jones. 919-889-7001. Morrisville NC	✓	No Bid
CSI. Matt Campbell. 336-707-3275. Jamestown, NC	✓	No Bid

DS Oldham 8-24-18

Bids Opened By

PROPOSAL FORM

PROPOSAL: Lee County General Offices - Negative Pressure Room

TO: Lee County
Sanford, NC 27330

Gentlemen:

The undersigned, having read the specifications, visited the site of the proposed work, and the contract, agrees to furnish all labor and materials necessary for and to construct the improvements in the manner required.

The undersigned proposes to enter into the contract in accordance with the plans, proposal, specifications, and on the contract forms attached for the Lee County General Offices - Negative Pressure Room Project in the manner specified and where shown on the accompanying drawings and specifications, or as directed by the Engineer for the following price:

Total Price: Forty seven thousand eight hundred
fifty six dollars _____ (\$ 47,856.00)

The Bid Price shall include all work as specified on the drawings and specifications as a TURN-KEY Price to include all subcontractors as required to deliver the Project to Lee County as fully operational system.

Lee County reserves the right to purchase additional equipment, services or any combination, for a twelve (12) month period from the award date at the original pricing.

The undersigned agrees to complete work within the following time frames:

Construction shall start when the Notice to Proceed is issued from Lee County. All work shall be completed within 120 calendar days from the notice to proceed.

Failure to complete these improvements within this time frame will invoke a Liquidated Damages of \$1,000.00 per calendar day until such work is complete.

The Bidder hereby agrees to enter into a contract for furnishing all materials, labor, and equipment necessary to complete the contract in accordance with the proposal under them, within ten (10) days of the acceptance of this Proposal.

Acknowledgment is hereby made that the following Addenda have been received:

No. _____ Date _____, No. _____ Date _____, No. _____ Date _____,

Contractor: Dail Mechanical Inc.

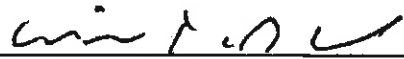
Address: 3200-110 Glen Royal Road

Address: Raleigh NC 27617

Phone No.: 919-307-3100 Email: billdail@dailmechanical.com

PROPOSAL FORM

By: William T. Dail Title: Vice President

Signature:  Date: 8-8-18

Mechanical Contractor License No.: 7422

Electrical Contractor License No.: L30796

BID EXECUTION FORM

Joint Venture Bids must be executed by Both Parties (see below).

Respectfully Submitted:

Bidder Dail Mechanical Inc.

Doing BUSINESS as a Dail Mechanical Inc.

By William T. Dail

Title Vice President

Address 3200-110 Glen Royal Road
Raleigh NC 27617

Telephone Number: 919-307-3100

Attest: W T Dail

N.C. License No. 7422

* Insert Partnership; Corporation,
or Individual as appropriate.

(Sealed - if bid is by
a corporation)

8-8-18

(DATE)

**IF JOINT
VENTURE:**

Respectfully Submitted:

Bidder _____

Doing BUSINESS as a * _____

By _____

Title _____

Address _____

Telephone Number: _____

Attest: _____

N.C. License No. _____

* Insert Partnership; Corporation; or Individual as appropriate.

(Sealed - if bid is by
a corporation)

(DATE)

The County of Lee North Carolina

Vendor/Contractor Name: Dail Mechanical Inc.


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.


Signature

William T. Dail
Printed Name

8-8-18
Date

Vice President
Printed Title

STATE OF NORTH CAROLINA
COUNTY OF LEE

E-VERIFY AFFIDAVIT

Now comes Affiant, first being sworn, deposes and says as follows:

1. I have submitted a bid for contract or desire to enter into a contract with the County of Lee;
2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina Statutes, to include (mark which applies):

After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or

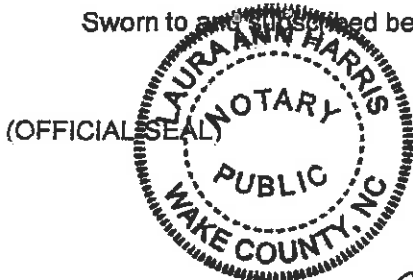
Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: KH Electrical LLC, Hard Rock Concrete Cutting
This 8 day of August 2018.

State NC
County Wake

[Signature]
Affiant
Dail Mechanical Inc
Company

Sworn to and subscribed before me, this the 8 day of August 2018



[Signature]
Notary Public

My Commissioner Expires: 2-4-19

BID BOND

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:
Dail Mechanical, Inc.
3200-110 Glen Royal Rd.
Raleigh, NC 27617

SURETY:
Nationwide Mutual Insurance Company
1100 Locust Street
Des Moines, Iowa 50391

OWNER:
Lee County, NC

BOND AMOUNT: 5% of Bid Amount (FIVE PERCENT OF BID AMOUNT)

PROJECT:
Lee County General offices negative pressure room

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of August, 2018

Laura Antkowiak
(Witness)

Charline Hunter
(Witness)

Dail Mechanical, Inc.
(Principal) (Seal)

W. J. Ni
(Title) VICE PRESIDENT

Nationwide Mutual Insurance Company
(Surety) (Seal)

Julie M. Sizmore
(Title) Attorney In Fact - Julie M Sizmore



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

SCOTT A. TRACHTENBERG JULIE M. SIZEMORE

RALEIGH NC

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS \$ 2,500,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

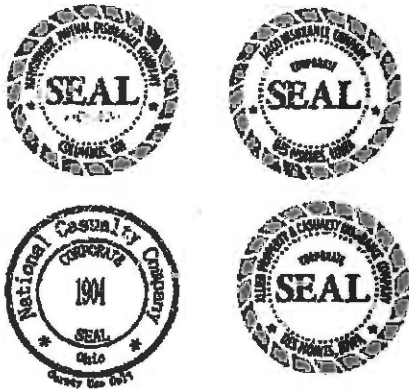
"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto, provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company



ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 028A4656400
Qualified in New York County
Commission Expires April 30, 2019

Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this August 9th day of 2018.

This power of attorney expires: April 30, 2019

Assistant Secretary

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VII. B.

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Value Added Agriculture Cluster Report Summary

DEPARTMENT: NC Cooperative Extension – Lee County Center; Sanford Area Growth Alliance

CONTACT PERSON: Bill Stone, County Extension Director – Lee County;
Bob Joyce, Economic Development Executive Director, SAGA

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	We would like to request permission to present a brief summary of the findings from a study by Economic Development Leadership LLC focusing on the feasibility of Value-Added Agriculture projects in a four county region including Lee, Johnston, Harnett, and Chatham.
BUDGET IMPACT	N/A
ATTACHMENTS	Triangle J Council of Governments Proposal to Manage a Value-Added Agricultural District for Chatham, Harnett, Lee and Johnston Counties; Increasing Value-Added Agriculture Executive Summary
PRIOR BOARD ACTION	N/A
RECOMMENDATION	N/A
SUMMARY	

Presentation of the findings from a study by Economic Development Leadership LLC focusing on the feasibility of Value-Added Agriculture projects in a four county region including Lee, Johnston, Harnett, and Chatham.



TRIANGLE J COUNCIL OF GOVERNMENTS

World Class Region

PROPOSAL TO MANAGE A VALUE-ADDED AGRICULTURAL DISTRICT FOR CHATHAM, HARNETT, LEE, AND JOHNSTON COUNTIES

DATE: August 24th, 2018

Chatham, Harnett, Lee, and Johnston counties have been exploring the idea of developing a value-added agricultural district among the four counties, summarized in the *Increasing Value-Added Agriculture* report from Economic Leadership LLC. This is a proposal for a one-year effort to complete the Year One tasks identified in the report, which include facilitation and convening to help establish and manage the district; roles that TJCOG is particularly skilled and experienced in. The tasks listed in years two and three in the report are more centered around marketing, which is not a role that TJCOG typically plays. We would suggest transitioning the implementation of these tasks to another organization that excels at economic development marketing and outreach, such as Research Triangle Regional Partnership. The proposed scope of work for the Year One tasks is below.

Please contact Lee Worsley, lworsley@ticog.org, 919-558-9395 with any questions or feedback.

Task 1 Establish & Convene a Steering Committee	
Create a steering committee of stakeholders to develop a simple 3-year action agenda and assign responsibilities, timelines, and budgets. Convene meetings once per month for the first six months, and then at most every other month after that.	
Task 2 Identify and Align Agricultural District Efforts With Ongoing Activities	
Identify and align these efforts with other ongoing activities such as the work of Research Triangle Regional Partnership, NC Economic Development Partnership, the Central Corridor Manufacturing effort, and the priorities of the NC Department of Agriculture.	
<ul style="list-style-type: none"> • Inventory ongoing activities that relate to the district • Have representatives from each organization come talk to the steering committee 	
Task 3 Host Legislative Meeting	
Hold a legislative meeting for all state house and senate members in the four-county region to explain the goals of the efforts and to begin to identify opportunities for future legislation. Invitees could include house and senate leadership, the NC Secretary of Agriculture, the Chair of the Agriculture Committee, etc.	
Task 4 Convene Focus Group Meetings	
Convene 3-4 focus group meetings with local agriculture businesses to identify any local issues limiting growth, opportunities for increased support, and potential synergies between stakeholders.	
Task 5 Assist with Website Development & Conduct Ongoing Maintenance	
Work with a website developer to develop a joint website targeted to food processors, touting the benefits of the region, its existing assets and employers, and available appropriate buildings and sites. Once the website is in place, provide ongoing maintenance and updates.	
Note, this proposal does not include consultant cost to design website	
Task 6 Explore Funding Opportunities	
Reach out to other funding organizations, such as Golden LEAF and other foundations to attract additional funds to expand and accelerate the effort.	
Subtotal	\$21,000
Direct Expenses (travel and meeting materials, etc.)	\$1,500
Project Total	\$22,500

AGREEMENT FOR SERVICES

4307 Emperor Boulevard, Suite 110
 Durham, NC 27703
 919.549.0551

www.tjcog.org
 @TJCOGnc
 @TJCOG

If the counties would like to proceed with this technical assistance proposal, please accept the proposal by signing below.

Payment will be billed by TJCOG on a quarterly basis, not to exceed a total amount of \$22,500.

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

Chatham County:

Renee Paschal, Chatham County Manager

Harnett County:

Paula Stewart, Harnett County Manager

Johnston County:

Rick Hester, Johnston County Manager

Lee County:

John Crumpton, Lee County Manager

Triangle J Council of Governments:

Lee Worsley, Executive Director

February 2018 | Economic Leadership LLC



Increasing Value-Added Agriculture

Chatham, Harnett, Johnston & Lee Counties, NC

Executive Summary

Agriculture has played an important role in the history and economics of North Carolina, and still impacts every citizen of the state in today's world. In Chatham, Harnett, Johnston and Lee counties agriculture remains critical to the local way of life.

Between the four counties there are 5,013 residents employed in the agricultural *industry* (5% of jobs), with an average earning of \$45,948/year compared to a national average of \$55,456/year. Over the past five years there has been a -13.9 percent change in agricultural industry positions compared to a national average of 7.6 percent gain (2011-2016). There are 2,066 residents employed in agricultural *occupations* in the four-county region (2% of jobs) earning a median of \$12.56/hour. There has been a -22.9 percent change in agricultural occupation employment over the last five years (2011-2016).

The question is, can a concerted effort increase the jobs and investment in value-added agriculture. Traditionally, value-added agriculture is associated with taking raw material and processing it into a product with a greater economic worth. Based on the resources and growth in the region, the growth in the food-processing sector of the economy, and the global changes that are impacting the sector and the investment location factors, this assessment concludes that the four-county region has an opportunity to grow the sector. To do so, it must overcome two issues, availability of skilled labor and availability of shovel-ready sites.

Value-Added Food Processing Location Checklist	
Logistics	👍
Energy	👍
Research Universities	👍
Broadband	👍
Business Climate	👍
Workforce	👍
Ease of Permitting	👍
Shovel-ready sites	👍

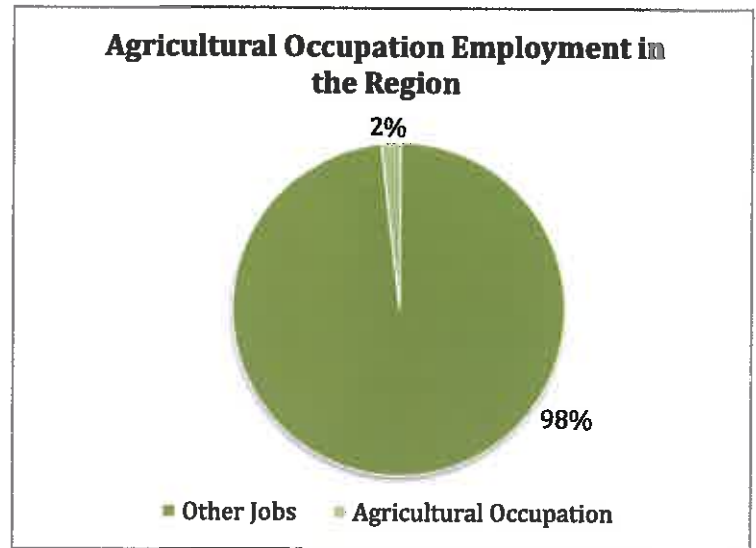
In addition to new company attraction, expansion or value-adding to existing agricultural companies and products is recommended using a cluster approach. After reviewing all the information, this report concludes that growth in the value-added agriculture sector is possible and recommends:

- That the four counties begin a multi-year effort to strengthen their value-added agriculture by devoting some new resources, between \$15,000-\$20,000 annually per county, to targeted recruitment (beginning with the development of a high-quality joint web site), increased support to existing agricultural enterprises, intentional acts to build synergy between stakeholders (cluster development) and exploration of supportive legislation;
- That this not be solely an effort of the local economic development organizations, but also include active collaboration with North Carolina Cooperative Extension, Central Carolina and Johnston community colleges and other groups that support farming and business; and
- That, given the current limited staff and marketing dollar resources in the four counties and tight local budgets, we expect our recommendations to start slow and build over a three-year period.

Introduction

Agriculture has played an important role in the history and economics of North Carolina, and today still impacts every citizen of the state. In the central North Carolina counties, south and east of the highly urbanized counties of Wake and Durham, agriculture remains critical to the local way of life. The economic development leadership of Lee, Chatham, Harnett and Johnston Counties contracted

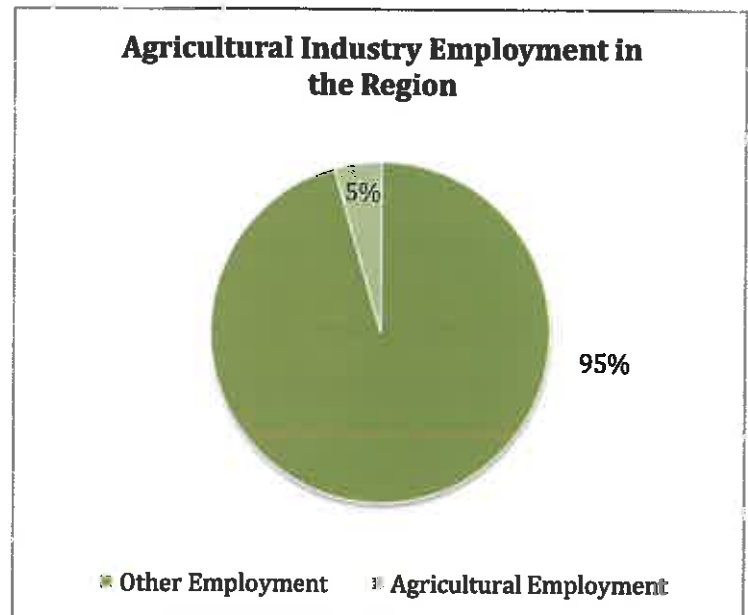
Economic Leadership, LLC utilized data collected through Economic Modeling Specialists International (EMSI). For this analysis an important distinction to note, is the difference between agricultural industry employment, and agricultural occupation employment. Although an individual may work in the agricultural industry, due to the nature of the company they are employed by, their specific role might not be related to agriculture. An example would be a truck driver for a poultry processing plant. Although the company falls in to the agriculture category, this individual's specific responsibilities do not. In this report, we look at both the industry as a whole, and agriculturally specific jobs separately.



The agricultural industry makes up five percent of the jobs (5,013 jobs) in the four-county region, while the agricultural occupation employments makes up two percent of the jobs (2,066 jobs) in the four-county region.

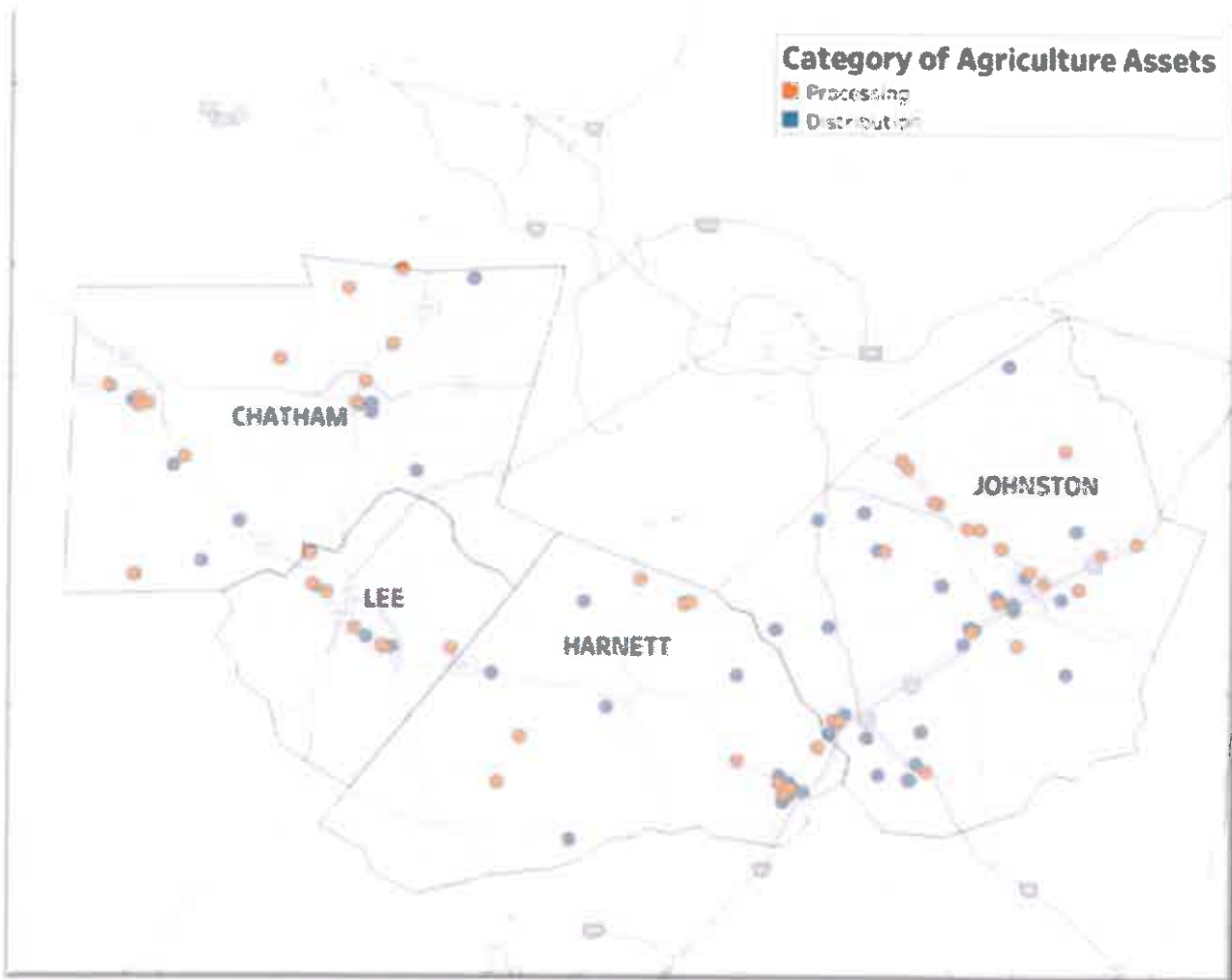
The main industries in the region, by employment are:

- Government – 20,261 employees
- Manufacturing – 18,067 employees
- Retail Trade – 15,673
- Health Care and Social Assistance – 11,883
- Accommodation and Food Services – 10,930



We have separated the agriculture industry into three main steps in the agriculture chain: farming, processing and distribution. A fourth step in the chain would include end sales, including grocery stores and restaurants, but for the purposes of this report, was not included.

The following map illustrates all the business location data points separated into two (processing and distribution) of the three main steps in agricultural chain by three and six-digit North American Industry Classification System (NAICS) codes. A full list of NAICS codes used for this analysis is included in the appendix of this report. Farming was not included on the map. Farms are represented in the data by the location their owner reports to the federal government, which does not always reflect the actual location of the farm, nor the size of the farm. The US Bureau of Labor Statistics jobs data does not include "wage and salary agricultural jobs in small farming businesses - fewer than 10 workers employed at least 20 weeks in a year, or had total agricultural labor payroll of less than \$20,000 per quarter."



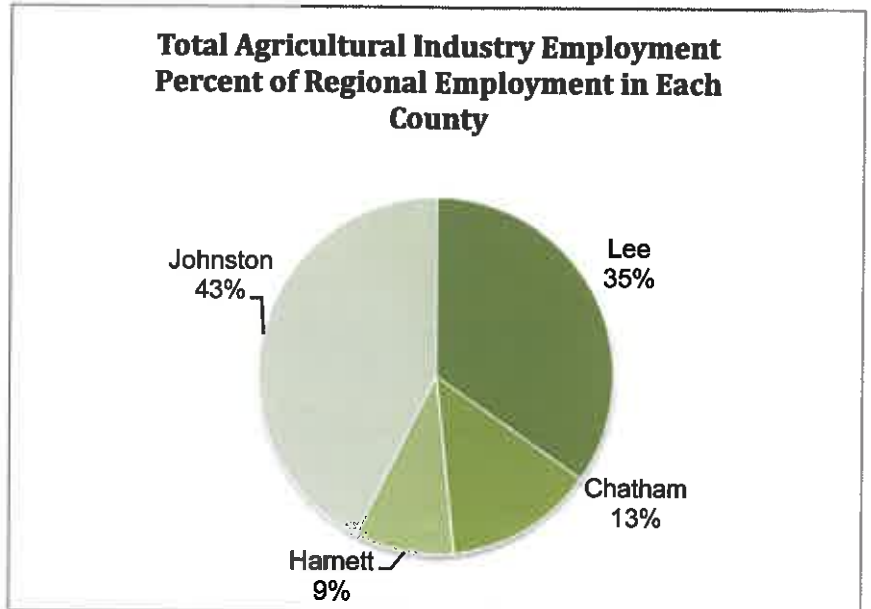
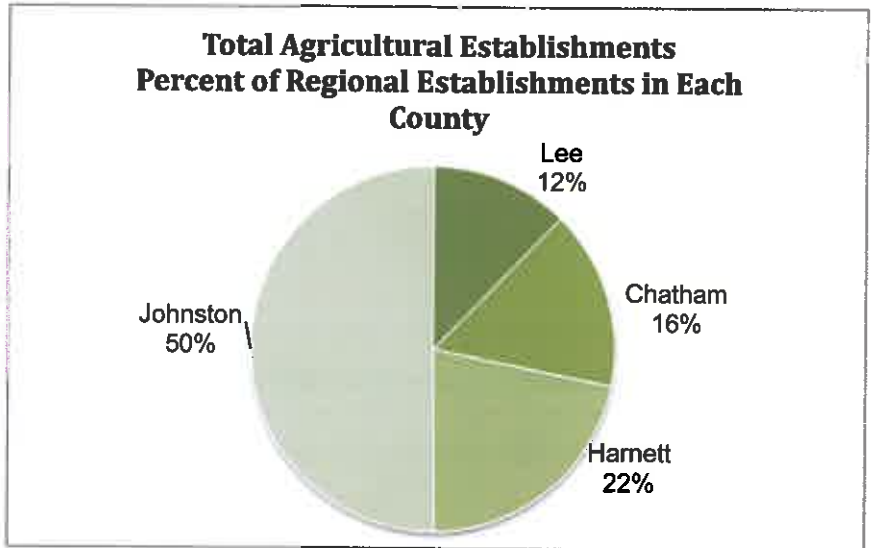
Agricultural Industry Employment

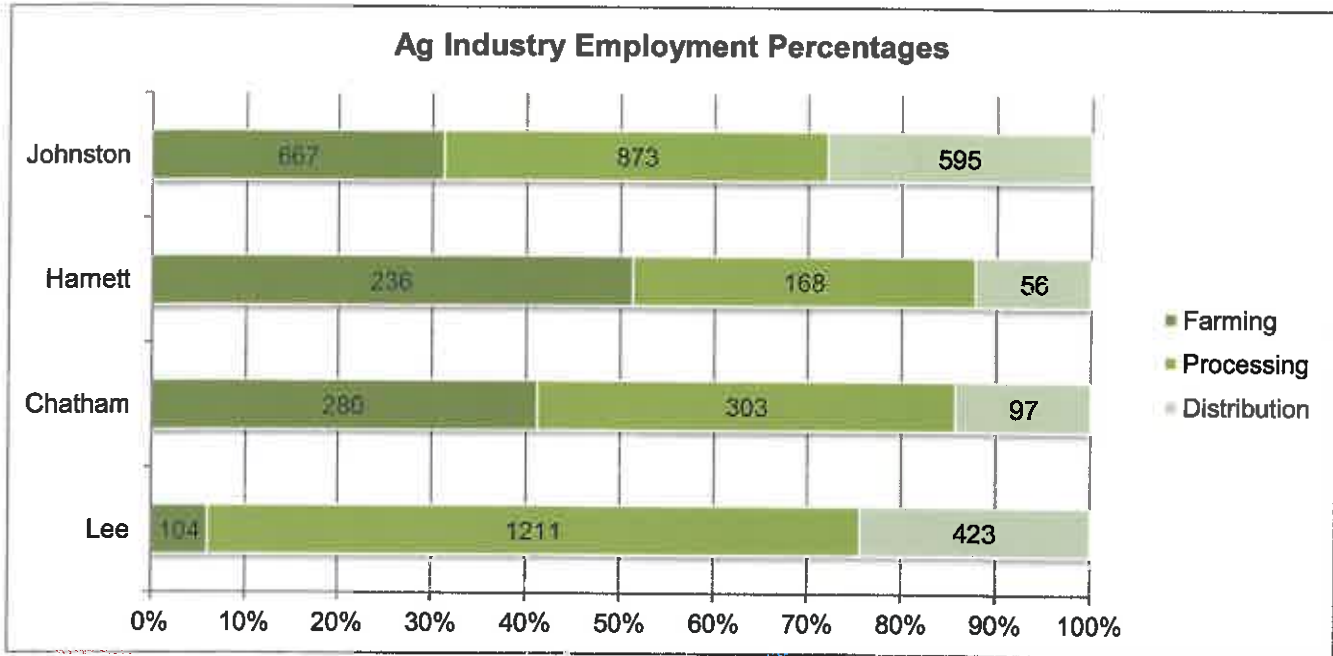
The analysis of the four-county region's agricultural assets began with employment data. The following two charts show the total agricultural industry employment in the region, as well as the number of agricultural employment establishments, separated by county. Between the four counties there are 5,013 residents employed in the agricultural industry with an average earning of \$45,948 compared to a national average of \$55,456. Over the past five years there has been a -13.9 percent change in agricultural industry positions compared to a national average of 7.6 percent gain (2011-2016).

In North Carolina there are currently 128,287 people employed in the agriculture industry, and a total of 4,277,650 in the United States. Males comprise 66.2 percent of these jobs while females comprise 33.8 percent. There are 277 agricultural employment establishments (defined by QCEW data statistics as more than 10 workers employed at least 20 weeks in a year, or had total agricultural labor payroll of more than \$20,000 per quarter) in the four-county region. Johnston County has the highest percentage of industry employment and industry establishments between the four counties with 2,135 residents employed, and 139 establishments.

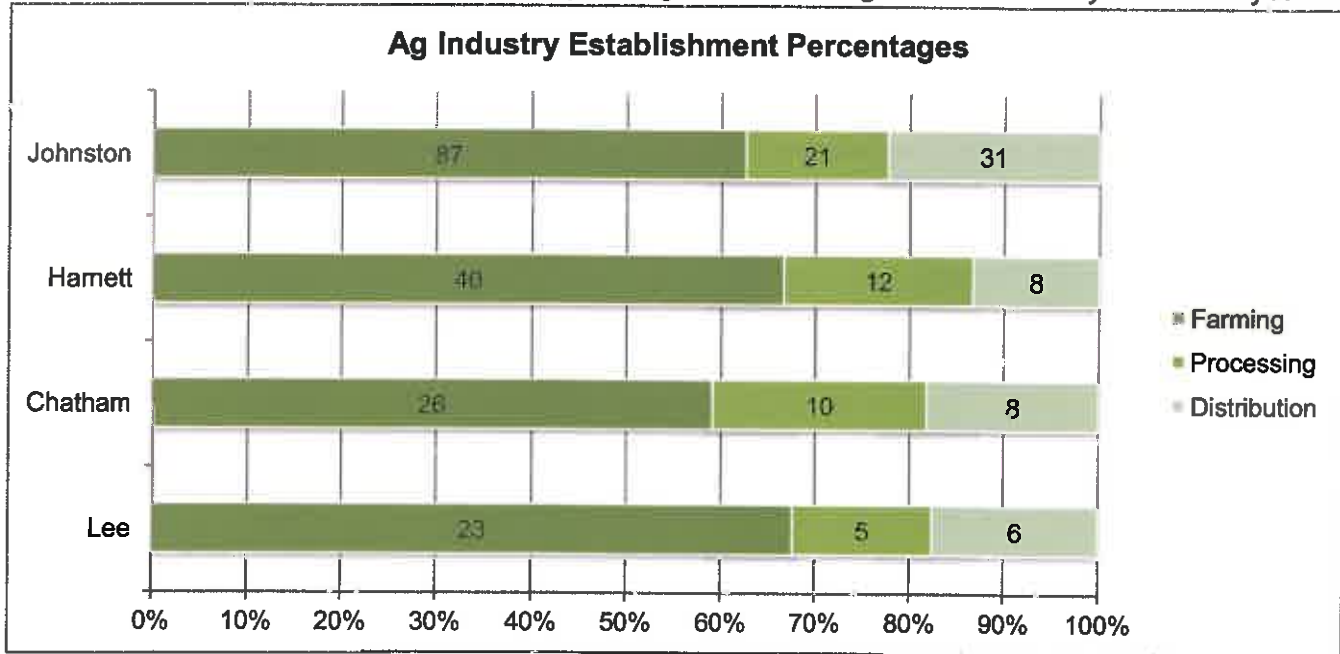
Below we have further broken down the industry employment and establishment percentages by county as well as by steps in the agriculture chain. Johnston County's employment is fairly evenly distributed between the three steps although the county has over twice as many farming establishments, while Harnett and Chatham have heavier farming and processing employment. Lee County has noticeably large employment in processing with only five establishments due to the location of two major employers in the county, Pilgrim's Pride and Tyson Food.

The top five regional businesses by size are Pilgrim's Pride Corp, Tysons Food Inc, Core-Mark Carolina, Sysco Raleigh LLC and Dunbar Foods Corp.

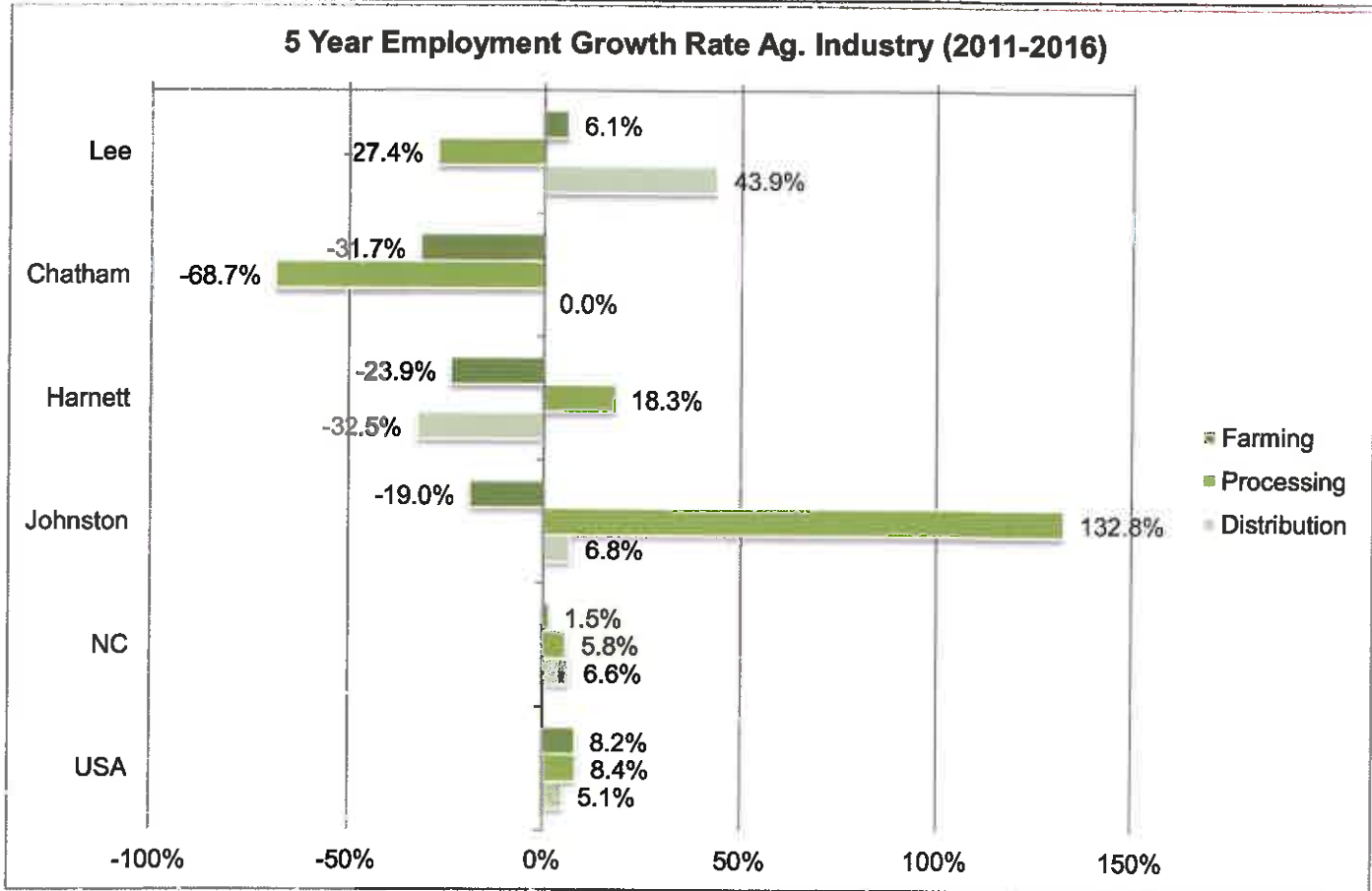
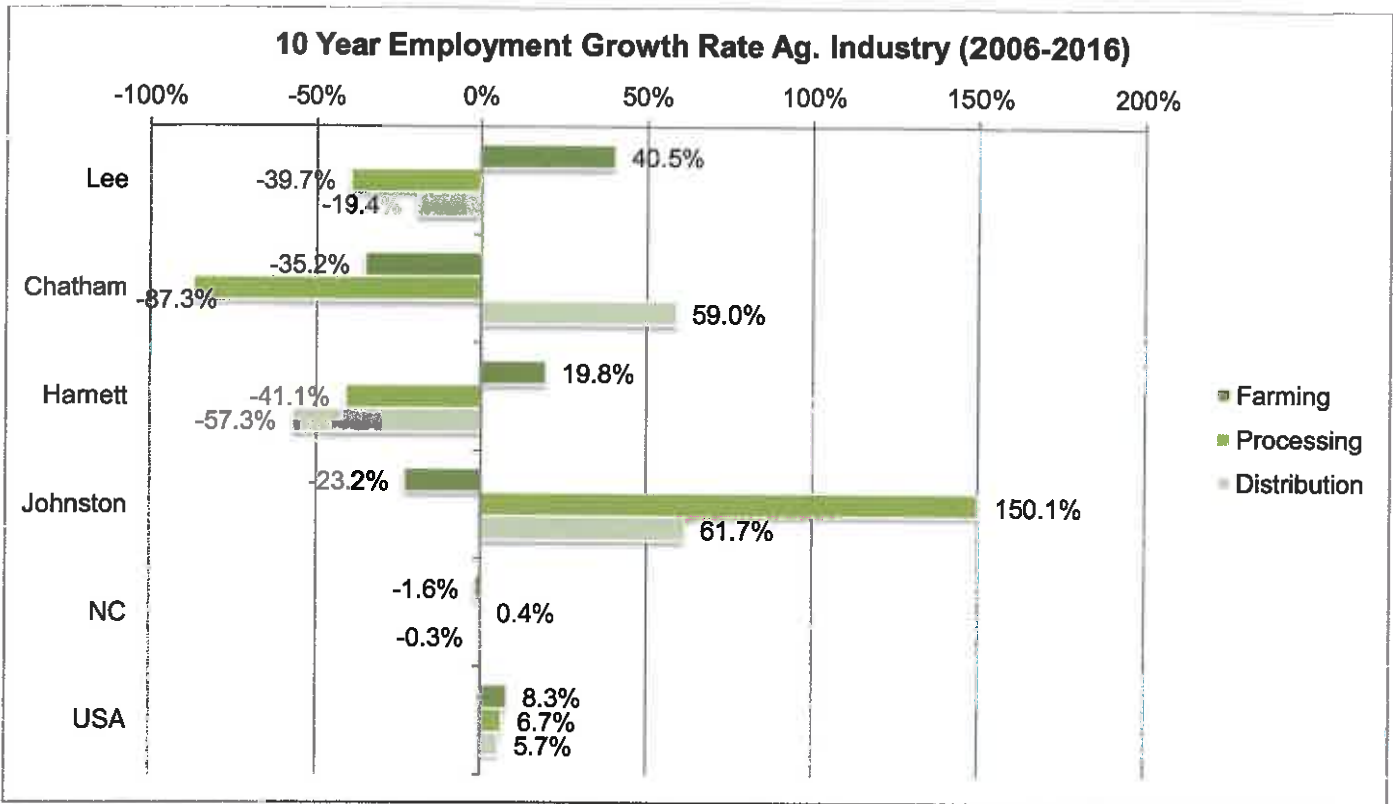


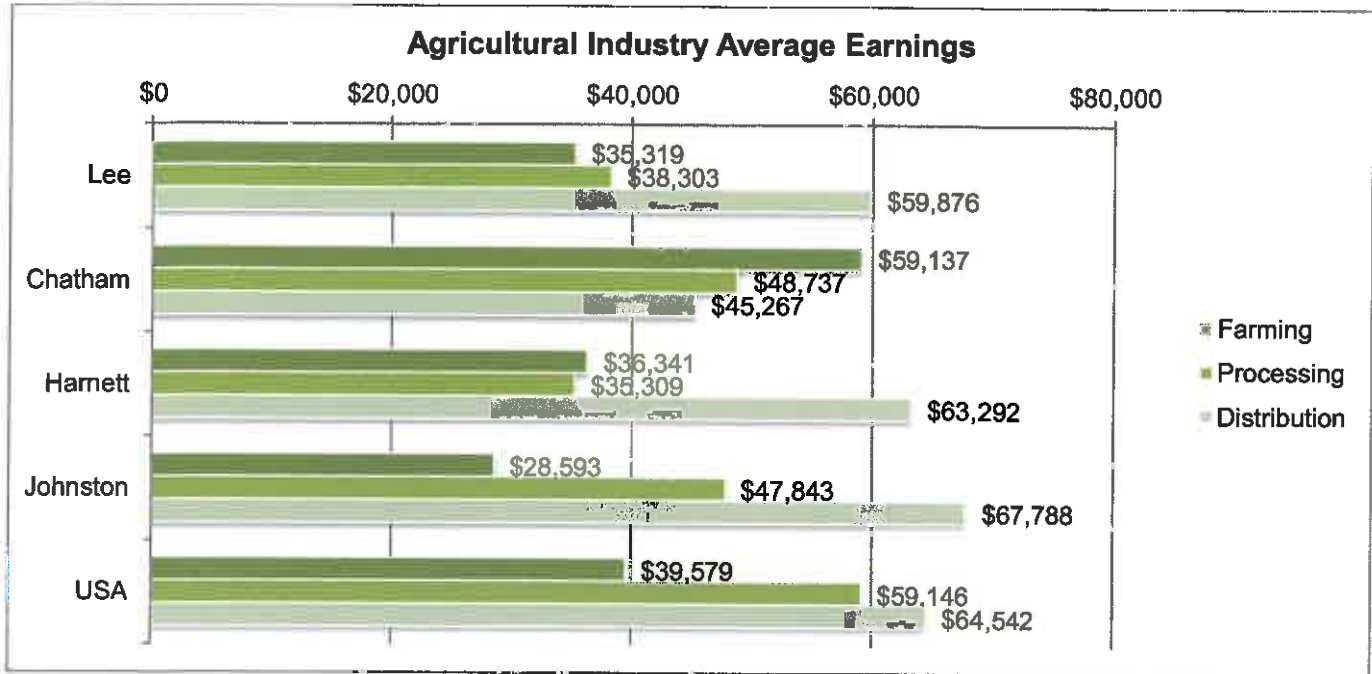


The following two charts show the employment growth in the agriculture industry over a 10-year



period as well as a five-year period. While processing in Johnston County has had the most significant growth in any step during both time periods, it has consistently declined in both Lee and Chatham counties. All four counties have either had large percentage growth or decline over the past five and ten years, however the state of North Carolina and the United States as a whole are not seeing such dramatic changes.





The chart above shows average earnings in each agricultural step in the region, as well as in the United States as a whole. The region is comparable with the national averages, with one difference of Chatham County's average farming earnings ranked as \$20,000 above the national average, and the average distribution earnings ranked \$20,000 below.

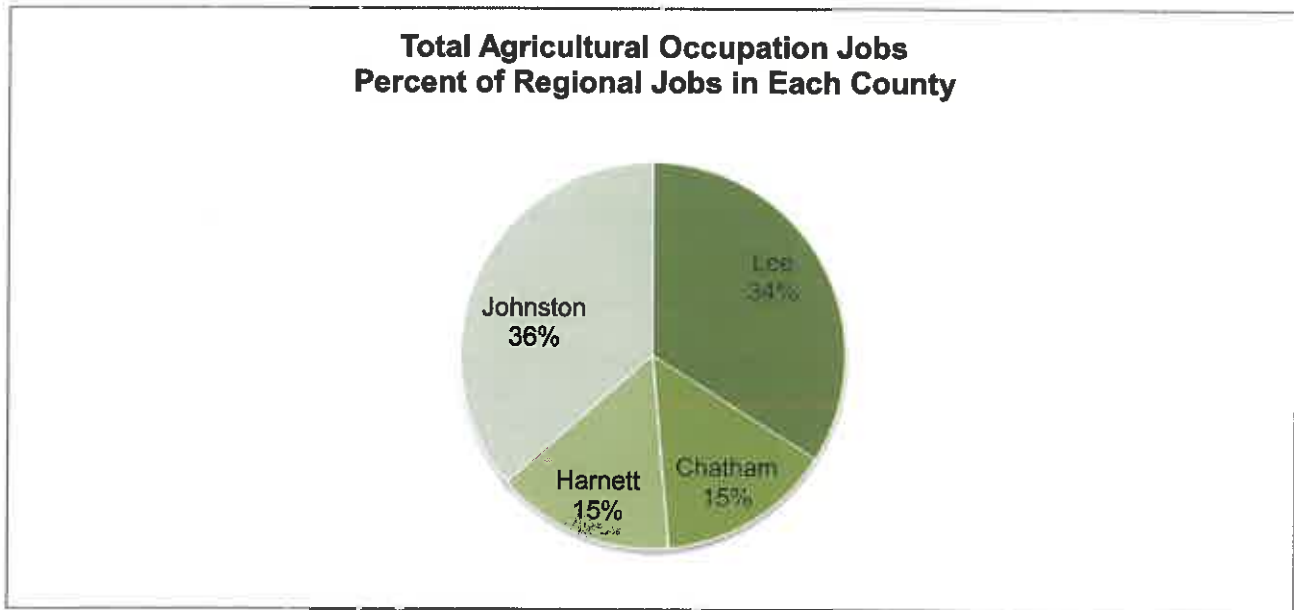


Agricultural Occupation Employment

Agricultural occupations differ from that of employment in the agricultural industry and it is important to note the difference. An agricultural occupation is a position with responsibilities that specifically relate to agriculture. An agricultural industry position is all positions within agriculturally related employers, without job specific tasks necessarily related to agriculture. All agricultural occupation jobs are within the agriculture industry sector.

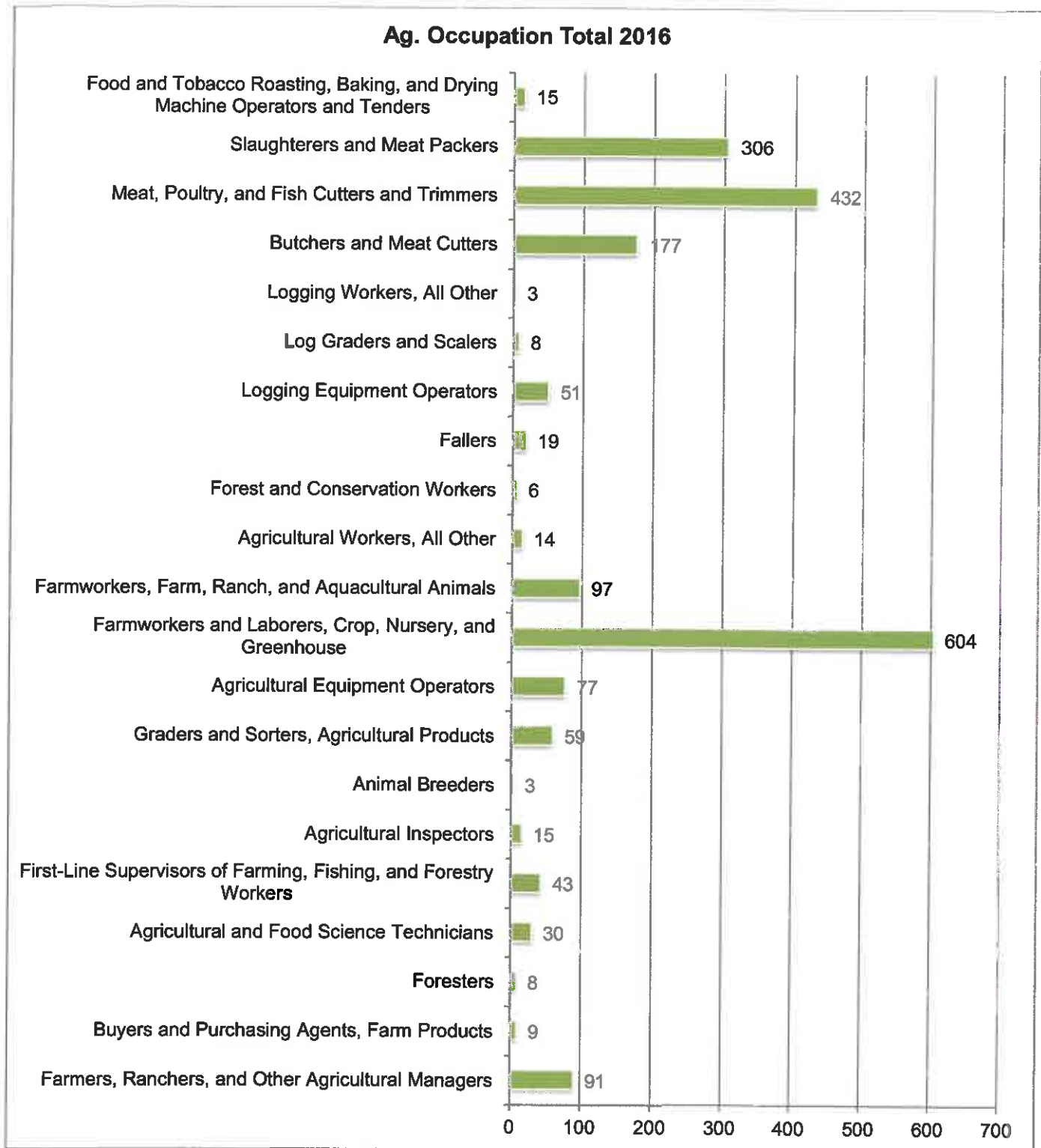
There are 2,066 agricultural occupations in the four-county region, earning a median of \$12.56/hour. There has been a -22.9 percent change in agricultural occupation employment over the last five years (2011-2016). In comparison, the same occupations have grown by three percent statewide and 6.8 percent nationwide. In the four-county region, 69.3 percent of these jobs are occupied by males and 30.7 percent by females.

The chart below shows the agricultural occupation jobs in the four-county region. Johnston and Lee counties host 70 percent of the agriculturally specific jobs.



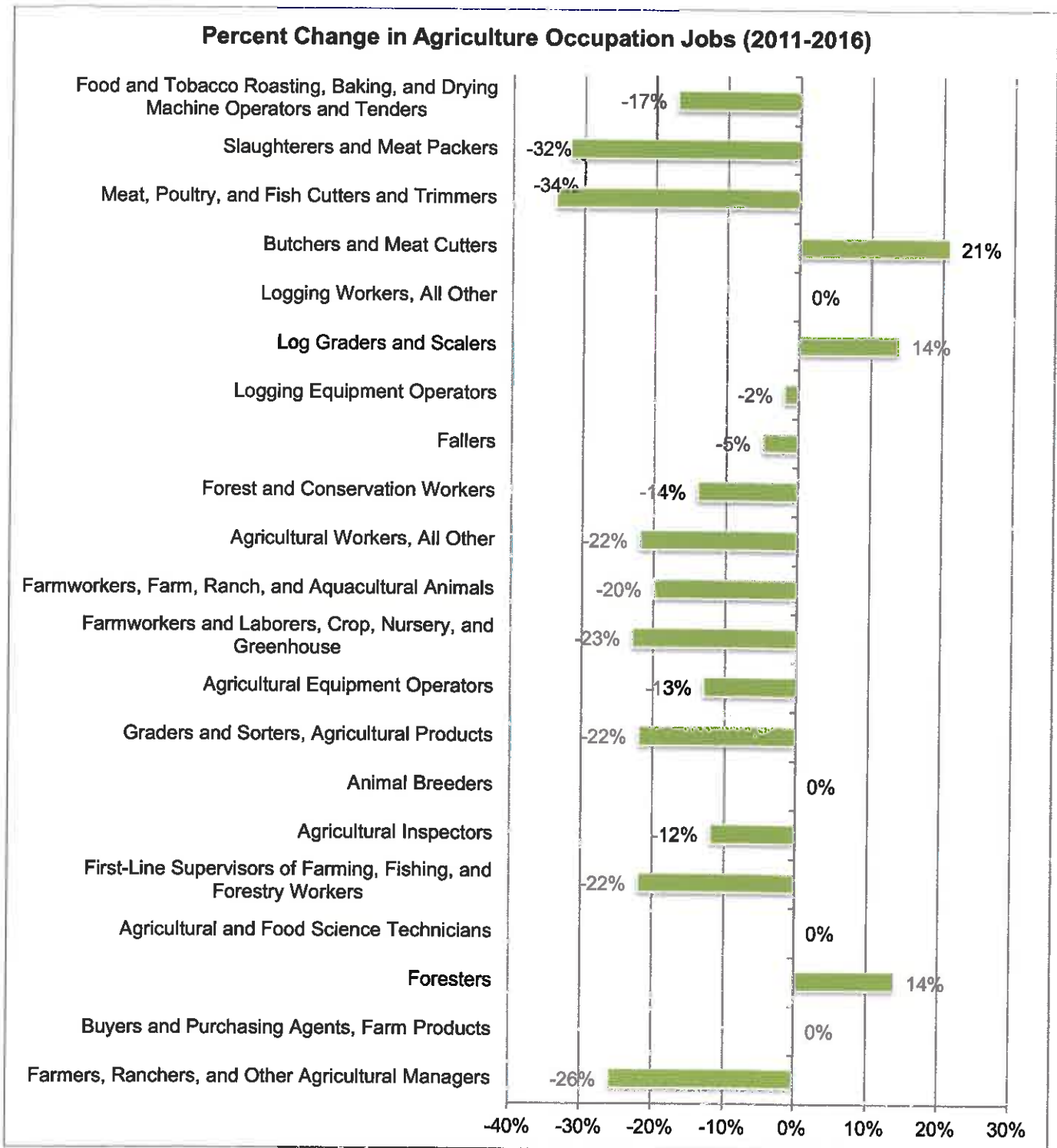
The chart below highlights the specific occupations in the region. The top four occupations by employee numbers by a large margin are:

1. Farmworkers and laborers, crop, nursery and greenhouse
2. Meat, poultry, and fish cutters and trimmers
3. Slaughterers and meat packers
4. Butcher and meat cutters



The following chart illustrates the percentages change in jobs for major occupations from 2011-2016. Although farmworkers and laborers (crop, nursery and greenhouse) and meat, poultry and fish cutters and trimmers are the two top occupations by employee numbers, they are also two of the top most

declining occupations by employee numbers (-176 for farmworkers and laborers and -220 for meat, poultry and fish cutters and trimmers from 2011-2016) in the region, not only in the agriculture industry, but in all industries.



What is Value-Added Agriculture?

Traditionally, value-added agriculture is associated with taking raw material and processing it into a product with greater economic worth. The United State Department of Agriculture (USDA) 2015 definition of a value-added agricultural product is one that:

- Has undergone a change in physical state
- Was produced in a manner that enhances the value of the agricultural commodity
- Is physically segregated in a manner that results in the enhancement of the value of the agricultural commodity
- Is a source of farm, or ranch-based renewable energy, including E-85 fuel
- Is aggregated and marketed as a locally-produced agricultural food product

For this research project, the goal is to determine whether opportunity exists to add value to agriculture products, and in doing so, to create more local jobs, and investment. The Texas A&M AgriLife Extension Service describes: “Value is usually created by focusing on the benefits associated with the agribusiness product or service that arise from:

Quality - Does the product or service meet or exceed customer expectations?

Functionality - Does the product or service provide the function needed of it?

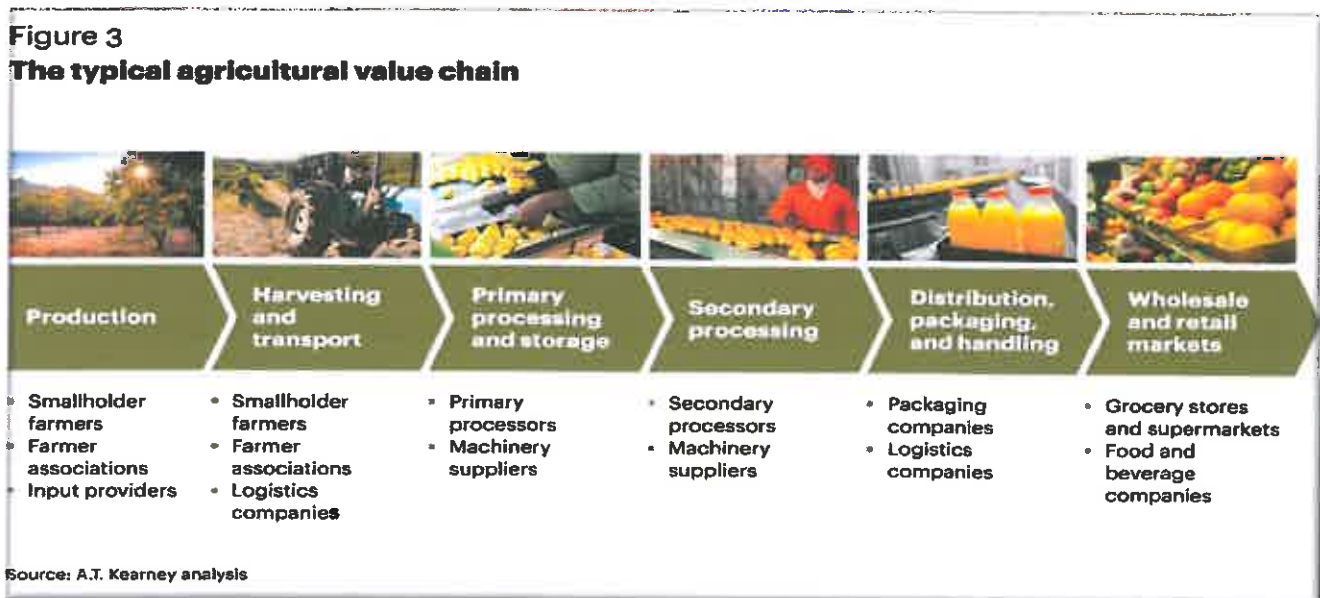
Form - Is the product in a useful form?

Place - Is the product in the right place?

Time - Is the product in the right place at the right time?

Ease of possession - Is the product easy for the customer to obtain?”

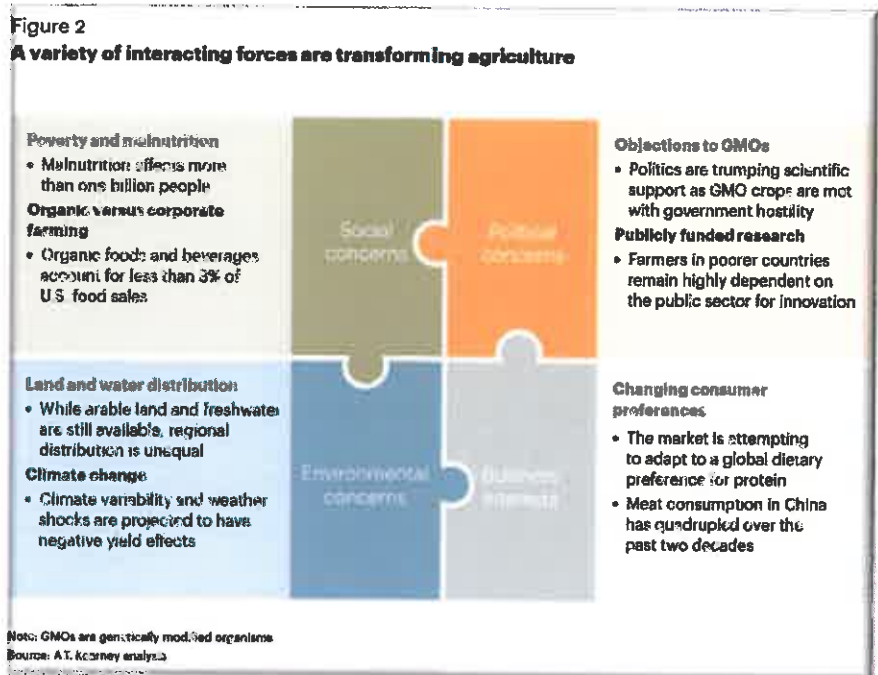
This broader approach expands the potential for the four counties and includes research, testing, and logistics as well as the more obvious processing opportunities. The graphic below from A.T. Kearney shows the typical agriculture value chain. Many of these components are already present in the region, indicating that additional operations might be possible.



Global Trends in Agriculture and Ag-Tech

A great deal has been written recently on future trends in agriculture. Similar to predictions in most other industries, the agriculture industry will almost certainly be impacted by rapid advances in technology, expanded global food chains and new scientific breakthroughs. New pressures from global demographic, environmental and consumer changes will also alter the economics of agriculture. A.T. Kearney, a leading research company in the field compiled the chart to the right, which shows how some of these changes are interacting.

A number of emerging consumer trends are further affecting value-added agriculture. These include:



Consumer purchasing paths:

Most purchasing decisions are now made online, even if the actual purchase isn't done online. Internet reviews are a highly trusted source of consumer opinion.

Health consciousness:

An aging population is intent on preserving health, and is investing in health and wellness monitoring tools. The trend continues for fewer highly processed convenience items, and more fresh produce. More buyers are willing to pay a premium for healthy and fresh items. Fewer soft drinks are consumed. Due to evidence showing health benefits, fewer people are skipping breakfast, which improves the market for breakfast foods. Value-added farmers can fine-tune messaging to illustrate health benefits, or develop new uses for existing products.

Hangover from the Great Recession – thrifty and wary consumers:

Consumers shop around more, and are more selective with the products and services they decide to buy. Many are looking for bargains. Value-added strategies include offering coupons, and offering just-in-time delivery of products only when needed.

Interest in buying local:

Depending on the product, "local" can mean within one's country, state, or local region.

Customization of products and services:

Customers are demanding more individualized products, and companies are responding with more product lines to suit almost any taste or need. For example, a German company mixes and sells customized cereals online, to suit dietary needs, allergies, athletic training regimens, and varied tastes. A benefit for food producers is that they can often reduce the risk involved with introducing new products, and can increase profit margins. Those in the value-added food chain

can take advantage of this trend by involving customers early in product design, and offering simple personalization options.¹

A review of recent literature revealed some themes that could prove important to the future of agriculture in central North Carolina.

- Technological advances in fast-growing climate-resistant genetic crops are changing farming habits and increasing yields while reducing some risks. Bio agriculture research in the Research Triangle region may create new opportunities for nearby communities.
- The use of artificial intelligence and robotics in farming, harvesting, livestock growth and production is increasing productivity and reducing new employment demands. Again, the region's technology strengths in sensor technology and data analytics could complement and create opportunities in the four-county study region.
- Increased urban farming combined with shortening urban goods delivery expectations may begin to put higher value on value-added agriculture that is in close proximity to denser urban areas. The Raleigh-Cary metro is currently estimated to be the second fastest growing region in the country over the next 30 years.
- Commodity consumption is shifting, especially protein consumption worldwide and is creating opportunities for increased exports from the North Carolina. Recent efforts to improve port and rail access from the coast inland could open new international markets.
- There is a continued shift of farm business structures from smaller family farms to larger aggregated corporations.
- Artificial meat is showing signs of emerging as a viable new product that will require new production facilities.
- Government regulations at the national, state, and local level continue to be in flux, seeking a balance between, property rights, safety and security, economic concerns and community priorities.
- In the past year, the United States government has stated its desire to renegotiate many existing trade relationships. New trade agreements, or even the suspension of existing relationships, could dramatically change the economics of specific agriculture imports and exports.



Building a Value-added Agriculture Cluster

Cluster focused economic development, which took hold in the 1990's, is an approach that efficiently, effectively and collaboratively creates economic growth. Understanding and leveraging the unique composition of industry clusters is essential to improving an economy. Amy Liu of the Brookings Institution recently concluded in *Remaking Economic Development: The Markets and Civics of Continuous Growth and Prosperity*, that economic development is most efficient—and cost effective—when it focuses on improving the shared assets that support clusters and advanced industries rather than providing subsidies and solutions to individual firms (2016). Identifying, organizing and capitalizing on competitive advantages extend resources and optimizes results. Focusing on clusters of opportunity increases the probability of creating jobs, developing skilled workers, attracting talent, fueling investment, stimulating trade, improving productivity, raising incomes and creating wealth.

Michael Porter, Harvard Business School, Harvard University:

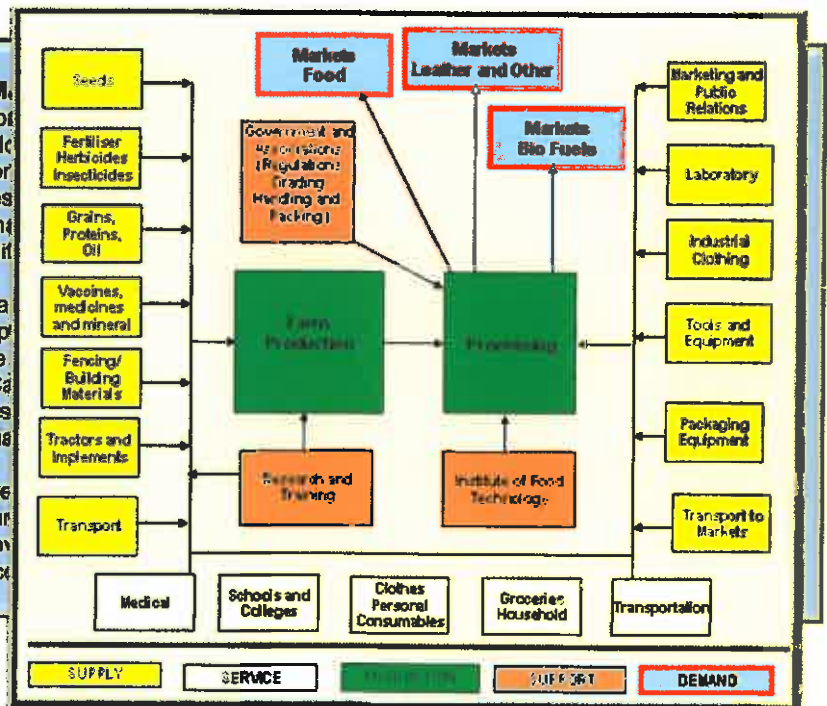
“Clusters are geographic concentrations of interconnected companies, specialized suppliers, service providers, and firms in related industries, and associated institutions (e.g., universities, standards agencies, trade associations) in a particular field that compete but also cooperate.”

About fifteen years ago the Research Triangle Regional Partnership identified and focused on cluster strategies for the region, including the four counties in this study. One of the initial targeted clusters was Agricultural Biotechnology. An excerpt from the nationally recognized report (in the box below) shows the reasoning why building a strong cluster in the region was possible. In the 14 years since the initial report the research and bio-ag assets of the region have intensified.

Excerpt from:
Staying on Top-Winning the Job Wars of the Future M. Agricultural Biotechnology Agricultural biotechnology (agbi) genomics, bioinformatics and genetic engineering technology to crop plants and livestock. Examples include the creation of enhanced nutritional values, faster growth and disease resistance into alternative, non-food, non-fiber products, including pharmaceutical commodities and alternative product markets have very different.

The Research Triangle Region is strongly positioned to capitalize on assets that work synergistically to create biotechnology applications. A research program in agricultural biotechnology, one of the chemistry, genetics, medicine and engineering at North Carolina State University and others. Several programs focused on transportation. NC State's leadership role in efforts to facilitate commercialization.

Three of the world's largest agribusiness companies, Bayer, are in the region and ready access to investment capital and infrastructure. The region has industry and leadership in poultry and hog production, providing a research and product divisions of several major pharmaceutical companies.



As the example agriculture cluster chart to the right shows there are many different opportunities within a cluster.

A critical part of successful cluster building is an innovation ecosystem that promotes research and development, facilitates new technology to market and incubates early-stage businesses.ⁱⁱ The broader region already has many of the required assets.

North Carolina State University, as a land grant university, has strong agricultural roots. This is evident in the College of Agriculture and Life Sciences, which is the second largest college at NCSU. It provides 18 undergraduate majors, 19 minors, 25 graduate programs, 18 certificates, and the Agricultural Institute offering 6 two-year programs, with approximately 3400 students. The 16 academic departments include:

Department of Biological and Agricultural Engineering has over 300 students and \$15 Million in research activity. Program areas include Farm & Animal Management and Food Production, Processing & Handling. Postharvest processes and technologies involve the practical application of engineering principles and knowledge of fruit and vegetable physiology to solve problems.

Department of Food, Bioprocessing, & Nutrition Sciences supports innovative and sustainable growth in the food and beverage industries with an entrepreneurial focus on emerging processing technologies. They strive to be the primary resource for the food-manufacturing sector in North Carolina and across the southeast.

Center for Advanced Processing and Packaging Studies (CAPPS) was designed by the National Science Foundation to encourage partnerships between industry and universities in the advancement of food processing and packaging research. Industry funds leverage university research. According to their website, "In exchange for funding, industry members direct research at the sites and have access to university expertise and facilities. CAPPS is The Ohio State University's partnership with North Carolina State University and University of California-Davis, and is the only center in the food science/food engineering discipline. Expertise in food chemistry, biochemistry, nutrition, microbiology and engineering are among the research strengths available through CAPPS. Current programs focus on emerging technologies such as ohmic heating, high pressure processing, ozone processing, continuous microwave heating, and aseptic processing of particulates."

While NCSU is very important to the success of a bio-ag cluster, there are other publicly funded assets in the region. The NC Department of Agriculture and Consumer Services operates agricultural research stations across the state. The 518-acre **Central Crops Research Station**, operated in conjunction with NCSU, was established in 1953 and is located in (Johnston County). They focus on plant breeding programs including work on corn, cotton, soybeans, tobacco, small grains, sweet potatoes, strawberries, watermelons and squash. According to their website, "half the resources on the station are devoted to plant breeding and genetic research...Research has expanded into alternative energy crops as well as improving the nutritional and health related benefits of traditional crops." In addition to plant breeding the CCRS includes a swine research facility and weed science research to improve commercial industry. They have recently established a teaching orchard. The CCRS facility supports the students and scientists from North Carolina State University, as well as extension agents, schools and industry.

In addition to the proximity to and critical partnership with a world-class agricultural research university at NCSU and the Central Crops Research Station, the four-county region has important bio-ag assets in its existing companies and industry.

The NC BioTech Center website has listing for all NC companies that identify themselves as being a bio-tech company or supporting service. These listings do not include farming, livestock production or food processing. The four counties in our region have seven companies that are directly related to bio-agriculture:

Advanced Labs provides chemical and microbiological analysis of dietary supplements and food products. The NC lab facility is located in Clayton.

Bayer's Crop Science division uses the tools of plant biotechnology to develop seeds and products for crop protection and non-agricultural and structural pest control. The Clayton site performs pesticide and bee health research.

JABB develops and manufactures fungal pesticides and biopesticide products, including balEnce™ a biological insect control product for flies, mosquitoes, ticks, and beetles. Products are distributed through its partner company, Terregena. The JABB facility is located in Pine Level, NC.

Muscadinex (The Muscadine Group) produces nutritional supplements from the seeds and skins of muscadine grapes in Pine Level, NC.

Ecoblend develops and manufactures organic weed and pest control products in Pittsboro.

Brainerd manufactures and sells chemicals and provides specialty blending for research facilities, industrial plants and agricultural operations. Brainerd's packaging, bulk storage and distribution center in Dunn, NC, serves the East Coast.

Butler Farms is a hog farm, which traps methane gas in order to create and sell renewable energy. Their on-site research and development efforts are focused on converting swine waste biogas to electrical and heat energy. The facility is located in Lillington.

Other Ag Assets

For this report, we conducted interviews with County staff about their perceptions of county-based agricultural assets and found the following assets in common for the four-county region and then county specific assets:

Nationally the top factor for corporate site selection is the availability of a skilled workforce. Building interest and expertise in agriculture careers is the purview of many organizations. Future Farmers of America (FFA) is an organization within youth agricultural education that prepares students for leadership, growth and career success, and schools in all four counties participate. The following

schools host FFA programs.

- Chatham County – Chatham Central High School, Jordan Matthews High School, Northwood High School
- Harnett County – Harnett Central High School, Overhills High School, Triton High School, Western Harnett High School
- Lee County – East Lee Middle School, Lee Christian School, Lee County High School, SanLee Middle School, Southern Lee High School, West Lee Middle School
- Johnston County – Archer Lodge Middle School, Benson Middle School, Clayton High School, Cleveland High School, Corinth Holders High School, McGee’s Crossroads Middle School, North Johnston High School, North Johnston Middle School, Princeton High School, Smithfield-Selma High school, South Johnston High School, West Johnston High School

Central Carolina Community College, with campuses in Chatham, Harnett, and Lee counties, is host to "Green Central," a specially designed curriculum and continuing education program supporting sustainability through agriculture, technology, and the culinary arts, according to the CCC website. "Central Carolina owns approximately five acres of land which is entirely student-farmed. Students survey the soil, create a crop rotation plan, dig in the dirt, plant their crops, and watch them grow to harvest -- all the while using sustainable methods."

Chatham, Harnett, Lee and Johnston Counties all host a Master GardenerSM Volunteer Program to help teach residents to "conserve water by amending the soil, choose appropriate plant varieties and use optimum watering techniques; prevent pollution by minimizing the use of pesticides and fertilizers; increase health and nutrition by teaching how to produce healthy, locally grown food; create urban wildlife habitats, attracting songbirds, butterflies, hummingbirds, lizards and other interesting creatures; conserve energy by using plants to shade structures; and help prevent green waste from going to the landfill by minimizing pruning and composting on site."

Harnett County

Harnett County’s Sandhills Antique Farm Club and Harnett County Department of Agriculture hosts the Ag Science Field Day in the spring and fall each year for Harnett County public schools, private schools and home school children. Stations with instructors are set up with "different subjects from food to fiber, wood to metal and water to simple machines". This day shows the history of how "science has improved the process for farmers and suppliers to produce the products we need".

NC Cooperative Extension in Harnett County employs two Agricultural Extension Agents that offer on-farm technical consultations, pest and disease diagnosis, pesticide training classes, and a variety of classes on best management practices to livestock farmers and field, nursery, and horticultural crop growers. Season vegetable and other gardening classes are offered to County residents at the Harnett Agricultural Center.

Chatham County

For over 20 years the Chatham County Center has led the Chatham County Farm and Industry Tour to increase public awareness of Chatham County agriculture, forestry, and industry. The Farm & Industry Tour is sponsored by the Chatham County Farm Bureau and has four educational stops, including equine husbandry, wine production, sustainable wood products, and industrial composting.

Lee County

Lee County ran a program earlier this year to help farms in the county become a 'Certified Safe Farm'. Representatives from North Carolina State University and the Cooperative Extension Office visit participating farms to verify safety, followed by an application by the farm to qualify.

Lee County Has a strong agri-tourism presence as well as a commitment from economic development to recognize agriculture as an important part of the local economy. Cooperative Extension hosts a number of annual events promoting the value of agriculture in the area including Farm-City Week and National Agriculture Day. NC Cooperative Extension in Lee County also employees two Agricultural Extension Agents that offer on-farm technical consultations, pest and disease diagnosis, pesticide training classes, and a variety of **classes** on best management practices to livestock farmers and field, nursery, and horticultural crop growers.

Johnston County

Johnston Community College offers courses in horticulture as well as gardening.

Johnston County has a strong agro-tourism presence. Clayton farm and community markets hosts a market with local farmers and artists every Saturday during the month of April-October. The 'JoCo Beer, Wine and Shine Trail' allows a visitor to experience local breweries, wineries and distilleries on a self-guided tour of the county.



Expanding Through Attraction

Building on the regional agriculture cluster in the four-county region is an obvious opportunity. While some of the research components can grow within the four-county region, the local workforce's history in manufacturing make food processing an area that could bring near-term success.

To successfully attract new companies engaged in food processing, or encouraging expansion of existing industry knowing the decisions drivers is important.

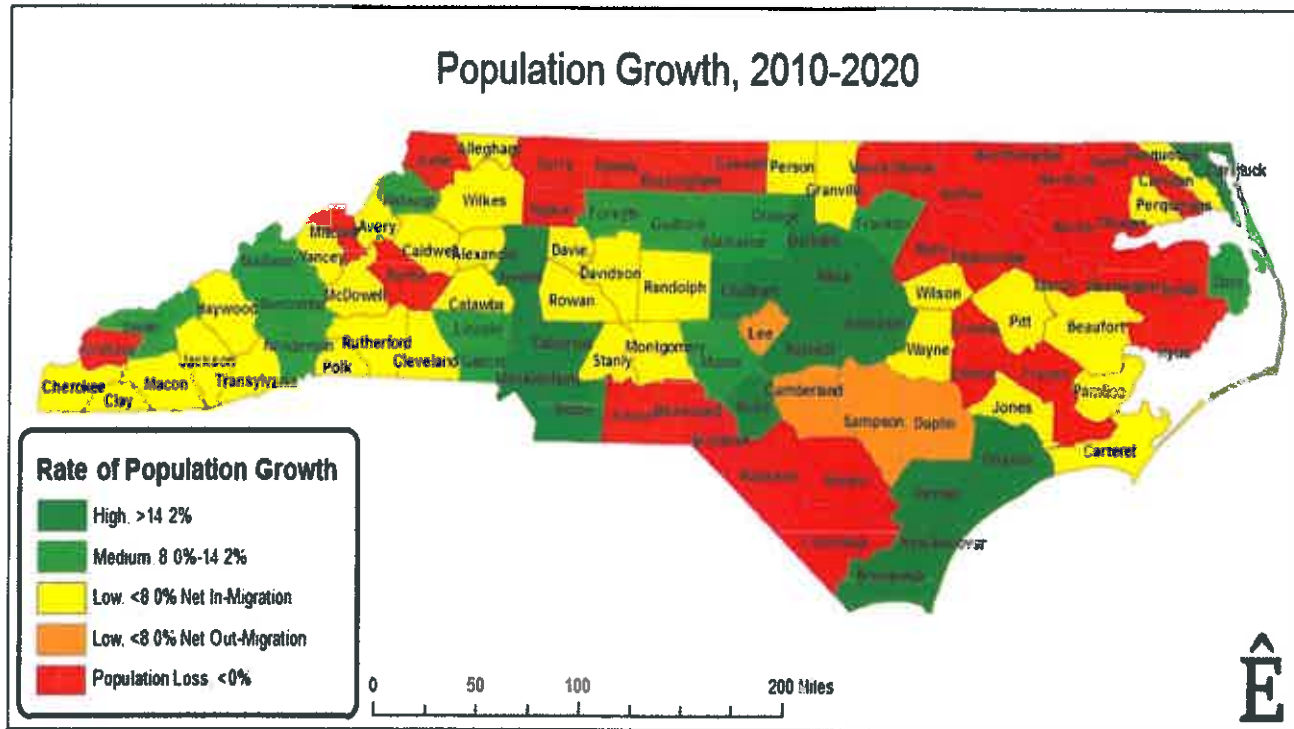
Locations for the Food Processing Industry: The Food Puzzle, (Business Facilities Magazine, August 2017) describes a number of locations and expansions from the company's point of view, citing the critical factors in each location decision. The following is a consolidated list of those common location factors:

Key Location Factors	
Logistics	👍
Energy	👍
Research Universities	👍
Broadband	👍
Business Climate	👍
Workforce	👍
Ease of Permitting	👍
Shovel-ready sites	👍

- Companies need a robust logistics network that guarantees products can be delivered anywhere in the world, with quick and direct connections to customers. Some of the locations that experienced recent success offered competitive rail service, freight air service and deep-water port facilities, which include Foreign Trade Zones. Additionally, we found that food processing and other agri-business companies are supported by a number of large and small trucking firms to carry market-ready food products in dry and refrigerated trailers to locations throughout the U.S.
- Producers are placing increased significance on assurance of an affordable, consistent, reliable source of energy to support the technological advances necessary as the industry advances.
- The increased reliance on GPS is heightening the need to ensure high-speed broadband coverage
- Close to ag research universities leading in areas of food research, innovation, food safety and training is a competitive advantage
- A state and local business climate that is business-friendly
- Available and affordable workforce
- Local and state governments that can guide developers smoothly through the permitting and licensing process
- Shovel-ready greenfield land—land that is affordable to business, ready to start construction with low development charges

According to the article *Market Report: Food Processing Companies Grow at a Steady Pace*, (Area Development Magazine Q2 2014), "Food processors completed the most deals in the food industry in 2013, comprising 34 percent of overall industry mergers and acquisitions. According to Brenen Sieber, partner and managing director for Baker Tilly, a large accountancy and business advisory firm, "We're seeing these deals less motivated by cost rationalization, optimization, and efficiencies and more driven by access to human resources, new technology, and new markets."

Food processors are locating and expanding to get closer to their markets. The central area of NC is projected to continue growing in population, and the four-county region looks to be in an ideal location to attract food processing and bio-ag businesses.



Source: NC Office of Budget Management

There is Real Opportunity - What is Next?

Based on the resources and growth in the region, the growth in the food-processing sector of the economy, and the global changes that are impacting the sector we can conclude that there is a real opportunity to grow the sector in the four-county region.

The areas of greatest concern are available workforce and shovel-ready product. The four counties enjoy low unemployment rates, all below five percent and based on the average wages of existing jobs and the normal wages of food processing jobs, finding enough qualified workers could be a deterrent to a new employer.

Combined out-commuting may provide a good source of labor that may choose to work closer to home. New in-commuters from surrounding counties, with higher unemployment rates and slower job growth could also contribute.

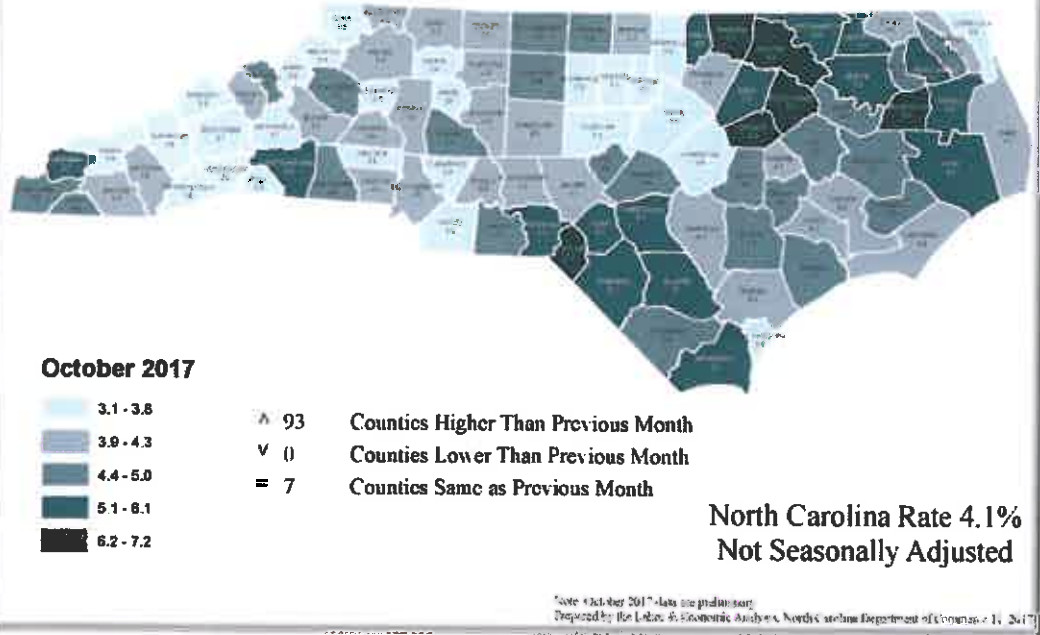
A second area of concern is the availability of shovel-ready sites in the four counties.

Although some opportunities exist, they are limited and in some cases priced prohibitively.

We would expect that local incentives would be requested to offset the price, but expanding the available inventory of land for new opportunities should be a priority for local economic developers and elected officials.

Even with those two concerns, we believe that opportunity exists if new attraction efforts are implemented. The next section looks at the most effective marketing practices.

North Carolina Unemployment Rates by County
 October 2017



Marketing Best Practices

In order to grow agricultural assets in the four-county region, the first step is the development of a targeted marketing plan. The focus of the plan is to increase business and jobs in agricultural manufacturing and bio-ag industries. The purpose of the marketing effort is to generate client flow. In Development Counsellors International's (DCI is one of the country's oldest and most respected economic development marketing firms) latest *Winning Strategies in Economic Development Marketing* report, a strong internet presence through an informative, professional, and up-to-date

website and planned visits to corporate executives were deemed the most effective marketing technique.

As site selectors contact economic developers later in their searches, the internet continues to rise in importance, as do planned visits to corporate executives. As the chart below shows, hosting special events and even media relationships are still important, while advertising, direct mail and telemarketing remain rated as the least effective.

Most Effective Marketing Techniques

(% of Executives Rating 4 or 5 on a 5-point scale)

	2017	2014	2011	2008	2005	2002	1999
Internet/Website	74%	67%	55%	56%	53%	34%	37%
Planned Visits to Corporate Executives	66%	64%	57%	54%	55%	53%	46%
Hosting Special Events	51%	46%	35%	45%	49%	37%	42%
Media Relations/ Publicity (2)	51%	48%	33%	52%	50%	40%	38%
Trade Shows (1)	39%	38%	35%		33%	32%	45%
Advertising	32%	17%	6%	15%	20%	21%	19%
Direct Mail	23%	14%	15%	19%	23%	33%	25%
Telemarketing	17%	6%	4%	4%	6%	4%	6%

(1) Trade shows was inadvertently not included in the 2008 survey.

(2) In previous surveys, this category was called "Public relations/publicity."

DCI's study also found that site selectors found the most important features of economic development websites were incentive information (67%), and workforce statistics (48%). Video content, testimonials, press releases and maps were viewed as not useful.

A 10 Best Practices for Economic Development Websites provides some practical suggestions for the website content and navigation.

These conclusions were reinforced by another recent study.

Effective Ratings of Economic Development Marketing

1. Internet/Website
79%
2. Out of Town Meetings with Business
72%
3. Public Relations
64%
4. Site Selection Consultant
Tours 64%
5. Special Events
56%

(Lowest rated; Direct mail, brochures, print advertising,

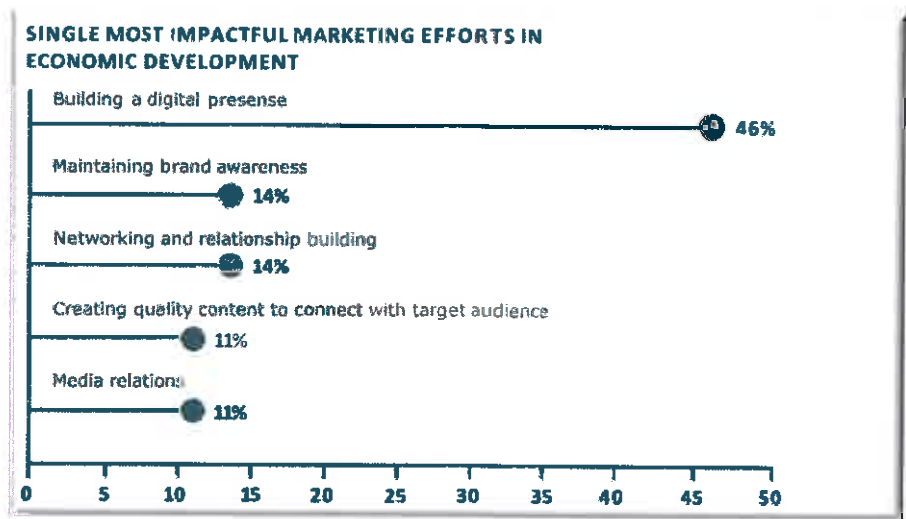
10 Best Practices for Economic Development Websites,

1. Keep Demographic Data Up-to-Date
2. Highlight Key Industries
3. Showcase Leading Employers
4. Provide Comprehensive Contact Information
5. Put Incentives Front and Center
6. GIS for Available Sites
7. Share the Latest News
8. Consider User Experience
9. Keep Design Modern and Fresh
10. Don't Let Your Content Get Lost

by Development Counselors International, August, 2015

videos, TV/radio advertising, telemarketing) Source: Economic Development Marketing, Ubalde and Simundza

When asked what was their single most impactful marketing effort, almost half of EDO's said that building a digital presence was the most impactful. This correlated to the corporate executive survey where 74 percent of respondents found the internet/website was the most impactful marketing technique.



Economic Development attraction has become increasingly competitive. The on-going competition for Amazon's second headquarters has even become a national pop culture phenomenon. More public and private resources are being devoted to both client and talent attraction.

When determining a budget for economic development activities, a 2017 report by DCI, *Show Me the Money: Economic Development Marketing Budgets* surveyed economic development organizations across the country to determine how they budgeted their marketing dollars. The chart shows that the most money goes into digital advertising (22%) followed by print advertising (16%), media relations (15%) and website (13%). This does not line up with what corporate executives think of as important with 32 percent of executives finding advertising effective, and EDO's spending close to 40 percent of their budget on advertising.



It is important to determine marketing best practices for economic development attraction, but expansion or value-adding to existing agricultural companies and products is another strategy worth considering.

Emerging Best Practice Examples in Value-Added Agriculture Support

Due to the popularity of ready-to-cook and ready-to-eat products, the on-farm share of consumers' food shopping dollars has declined from 46 percent in 1913 to under 20 percent in 2006, according to the USDA Economic Research Service.ⁱⁱⁱ Because of this, the ability for farmers to add value to food commodities has become an important strategy for economic success.

Marketing has long been a difficult aspect of business for farmers with value-added agricultural products. Early on, the assumption often was that if a tasty, attractive product was developed, “someone will come along and buy it.”^{iv} Even now, when the importance of marketing and promotion is understood, executing a strategy remains problematic. Few farmers are, after all, marketing professionals. As a result, “marketing continues to best represent one of the most limiting factors of successful value-added enterprises.”^v The University of Tennessee Extension service maintains that selling value-added products requires more detailed research and analysis, and a very specific strategy for each product.

Even with these headwinds, some proven strategies continue to be implemented and with support can enhance the local agriculture economy. Each is something that the local economic development or agriculture professionals could support with resources or expertise. Three specific approaches could be considered.

The first common strategy is **direct marketing** of value-added goods. Examples include an organic dairy farm with on-site processing that sells organic milk and ice cream as a locally-branded product. This can be a management-intensive strategy, and at a larger scale often requires experienced, professional management.^{vi}

A second growth strategy is to **directly invest** in agricultural processing. This represents a vertical integration strategy, moving “past the farm gate” and up the supply chain. One example is corn farmers investing in a regional ethanol plant. This is a capital-intensive strategy, often requiring numerous farmers investing together.^{vii}

Blue Ridge Food Ventures in Candler, North Carolina is a leading example of shared-use facilities in the state. The 11,000-square foot building provides space and equipment for food processing, bottling and packaging; product development support; guidance through the maze of government regulations; marketing and design advice. It is also co-located with the local small business development center. Strengths of the Blue Ridge facility include proximity to high-end customers, and the ability to offer local items throughout the year by canning or freezing products.

BRFV has assisted more than 235 clients, including 30-plus “graduates,” many of whom have developed their own manufacturing or processing facilities.^{viii}

A notable example of bringing value-added food research and testing to the consumer is Oregon State University’s Food Innovation Center in central Portland. This location offers farmers and value-added processors great access to local chefs and customers. The Food Innovation Center strives to advance foods from the Pacific Northwest with product and process development, packaging engineering, shelf-life studies, food safety research, and consumer sensory testing. FIC has developed a *Market Research for Market Readiness* tool that farmers can use to determine the market readiness of their value-added ideas, including pricing evaluation and sensory evaluation of products.^{ix}

The third common strategy is **expansion of product lines** and **expanded target markets**. Jumpin’ Good Goat Dairy in Colorado used a \$100,000 USDA Value-Added Producer Grant to introduce five new goat cheeses, including feta, chevre, and cheddars. The farm now focuses solely on cheeses, and with increased production and packaging it reduced the amount of milk production on-site while expanding purchases of goat milk from neighboring farmers. Jumpin’ Good offered new product sizes

in response to customer requests, and hired a manager to oversee production and packaging.

The farm significantly expanded its market reach from local to regional targets, and now sells in Whole Foods and Kroger stores in Colorado, as well as in regional health food stores and to restaurants. Region-wide sales increased 36 percent from 2015 to 2016.^x

One other trend is expansion into **non-food product** markets. Value-added products are increasingly being developed for energy markets (such as biodiesel), fiber (organic cotton, hemp), and personal care products (soaps and lotions from honey and milk).^{xi}

There are numerous strategies to expand the value of the agriculture products within a community.

Offering Dependable, Year-Around Supplies of Local and Regional Food

To increase in scale, value-added farmers must provide consistent availability of products, often year-around. In North Carolina, NC Catch's "Real Local Seafood" program offers not only fresh fish, but frozen North Carolina wild-caught shrimp in resealable bags. These are available in metropolitan areas around the state, including at Whole Foods Markets and Weaver Street Markets. NC Catch was established in 2011 and works with local "Catch" groups of fishermen and women along the North Carolina coast. Major funders include the Z. Smith Reynolds Foundation.^{xii}

Hillsborough, NC-based Seal the Seasons started in 2015. Working with 25 farmers, the company produces flash-frozen fruit and vegetables such as North Carolina blueberries. A key to the company's success is a leadership team experienced in logistics, finance, management, the frozen foods industry, and institutional food service. Seal the Seasons items are sold through Harris Teeter, Ingles, and Lowes Foods stores, among others. Seal the Seasons was assisted by a NC State Employees Credit Union loan, and credits the state Small Business & Technology Development Center (SBTDC) with assistance in many areas of business operation.^{xiii}

Given the weather, offering fresh produce year-around is not a tremendous hurdle for Hawaii-based Nalo Farms. However, to target high-end restaurants and resorts, Nalo Farms has to ensure top quality, year-around consistency of product and delivery, and great customer service. The farm's reputation for quality and freshness is so important that the owner will not fly produce to neighboring islands. When marketing to high-end restaurants, Nalo's owner believes that the key is speaking directly with the right person. This is usually the head chef or owner, not a purchasing manager. Getting direct customer feedback and understanding their needs (such as demand in their busiest seasons) is also crucial.^{xiv}

Value Chains to Serve Institutional Markets

Institutional purchasers are increasingly attractive as markets for value-added agricultural products. These markets include schools and universities, hospitals, jails, and retirement communities. But these customers have different and demanding requirements – namely, large volume, consistent supply, consistent quality, and timely delivery. To gain the scale necessary to serve such customers, farmers often work together, perhaps forming a co-operative organization for institutional sales.

Another way to serve institutional markets is to create a "**value chain**," a market-focused business collaboration where production, processing, marketing and logistics are linked. The goal is to realign the agriculture-food chain to the end consumer, and include the institution, retailer, or other buyer as an active participant.

An example from Alberta, Canada is the Little Potato Company's food service value chain. Little Potato Company (LPC) is the only company in Canada specializing in growing small (baby) potato varieties. LPC approached Canadian restaurant chain Earl's and met directly with the restaurant chain's executive chef. They developed a relationship and worked with the chef on potato varieties and specific recipes. This relationship resulted in roasted potatoes being a side dish in all Earl's restaurants in three provinces, and LPC named as the sole supplier on menus.^{xv}

LPC also developed a retail market value chain. The company asked retailers and their customers what was desired in terms of potato flavor, appearance, ease of use, and quality standards. LPC then worked with nine growers in Canada and the United States on quality, new varieties, and year-around supply. The firm has developed more consistent pricing formulas that aid in selling potatoes year-around. LPC believes that the value chain relationships have improved customer loyalty, and it is looking to expand into new retail markets in eastern Canada.^{xvi}

Another Canadian example comes from barley producers in Alberta. Barley is traditionally used in animal feeds and beer, but it is also heart-healthy, good for baking, and has a low glycemic index. Alberta barley growers met with the owners of Good Earth Café & Restaurant to introduce barley flour for making whole grain, trans-fat free baked goods without preservatives. A milling company trained Good Earth's bakers on how to work with the new ingredient. The Alberta Barley Commission made promotional point-of-sale material to educate customers.^{xvii}

According to Good Earth Café co-founder Nan Eskenazi, the new relationships produced "an outstanding level of cooperation from stakeholders and partners in the chain. They went so far as to help us with recipe development, right down to visual merchandising. It was a real full cycle of support in assisting us."^{xviii}

The over-riding theme of these trends in value-added food marketing is a focus on the customer at all points in the process. This includes involvement of the retailer, institution or consumer from the outset of new product development, and customization of products to suit individual needs and tastes. Small and medium-sized farmers can benefit from this customer-centric focus due to 1) the close relationships they develop with local and regional customers, and 2) the ability of smaller producers to fill niche markets rather than competing on price for mass-produced commodities.

Legislative Options

Legislative options are also a means to enhance a specific areas' agriculture prospects. There are examples around the country such as Kansas's Rural Opportunity Zones or Colorado's Enhanced Rural Enterprise Zones where specific locations or uses were granted special taxing or financing to give a competitive advantage. Minnesota has created a grant program to support value-added agriculture.

The Michigan Farm Bureau is supporting a variety of legislation that provide clear examples of the wide range of approaches:

- The use of Michigan MarketMaker (<https://mi.foodmarketmaker.com>), an Internet marketplace for farmers to feature Michigan-based commodities and value-added products.
- Existing and prospective processors be given more incentives to stay or build in Michigan, including but not limited to industrial facility exemption options, tax breaks and regulatory reform/relief, and ample access to necessary inputs such as investment capital, labor, energy and farm products.
- Tax incentives and an infrastructure to grow Michigan's food processing capabilities.
- The establishment of a state of Michigan low interest loan program to fund qualified value-added ventures.
- The use of one-time start-up grants for “food hub type” endeavors, not recurring funding.
- The use of grant programs for industry segments that typically find it difficult to secure loans due to being perceived as high-risk ventures.

New legislation that provides a competitive advantage for value-added agriculture might be possible due to the breadth of support likely from rural counties across the state. Legislation that would favor Chatham, Harnett, Johnston, and Lee counties over other rural, less-prosperous counties seems less likely. Developing a pilot program for consideration for future expansion might be possible.

Economic Leadership Recommendations

We believe that, after reviewing all the information, an opportunity exists for the four-county region to increase jobs and investment in value-added agriculture. In fact, we believe given the rapid growth and competitive advantages of the region, that growth in many sectors is both possible and likely. The harder question is whether to focus some of the limited economic development resources on value added agriculture, or some other sector. While new jobs and additional tax base can be created, some of the jobs are potentially lower paying and some of the processing uses could have negative external impacts.

Economic Leadership has been involved in strategic planning in each of the four counties and conducted numerous interviews, focus groups and citizen forums. We have heard, loudly, that in each county, there is a desire to maintain the agricultural history, visual aesthetic, and contribution to the local quality of life. For this to be realized, over the coming years, a strengthened, economically vibrant agricultural sector is needed.

We are therefore recommending that the four counties begin a multi-year effort to strengthen their value-added agriculture by devoting some new resources to targeted recruitment, increased support to existing agricultural enterprises, intentional acts to build synergy between stakeholders (cluster development) and exploration of supportive legislation.

We further recommend that this not be solely an effort of the local economic development organizations, but also include active collaboration with the Cooperative Extension, Central Carolina and Johnston community colleges and other groups that support farming and business.

Given the current limited staff and marketing dollar resources in the four counties and tight local budgets, our recommendations are to start slow and build activities over a three-year period.

In Year One:

- 1) Create a steering committee of stakeholders to develop a simple 3-year action agenda and assign responsibilities, timelines, and budgets.
- 2) Identify and align these efforts with other ongoing activities such as the work of RTRP, NCEDP, The Central Corridor Manufacturing effort and the priorities of the North Carolina Department of Agriculture.
- 3) Hold a legislative meeting for all state house and senate members in the four-county region to explain the goals of the efforts and to begin to identify opportunities for future legislation.
- 4) Begin a series of focus groups with local agriculture businesses to identify any local issues limiting growth, opportunities for increased support, and potential synergies between stakeholders.
- 5) Develop, maintain and continuously update a joint website targeted to food processors, touting the benefits of the region, its existing assets and employers, and available appropriate buildings and sites.
- 6) Reach out to other funding organizations, such as Golden LEAF and other foundations to attract additional funds to expand and accelerate the effort.
- 7) Appropriate \$15,000 per county to the effort. In year one \$30,000 would be budgeted for the development and maintenance of the web site and \$30,000 would be allocated to the staff resources necessary to accomplish the other tasks. Staff resources could be new part-time staff at one of the counties or contracted staff.

In Year Two:

- 8) Begin targeted marketing to attract food-processing, participate in one or two national tradeshows and call on 5-10 site location consultants who specialize in food processing firms.
- 9) Develop an active social media campaign targeted at internal and external audiences.
- 10) Develop targeted food processing support legislation.
- 11) Explore the interest in creating a broader (public-private) agriculture cluster network.
- 12) Appropriate \$17,500 per county and attempt to raise an additional \$20,000 for a \$90,000 annual budget. In year two \$10,000 would be budgeted for the maintenance and updating of the web site and \$40,000 would be allocated to the staff for coordination of tasks, and \$40,000 would be dedicated to mutually agreed upon marketing activities.

In Year Three:

- 13) Develop a functioning public-private Cluster Network.
- 14) Sustain and expand marketing efforts with direct calls on 20-30 national companies in addition to calls on site selection consultants and participation in trade shows.
- 15) Appropriate \$20,000 per county to support activities and attempt to raise an additional \$25,000. Funds would be used for staff support (\$45,000), Marketing (\$45,000) and cluster coordination.

This report was developed by Ted Abernathy, Sara Casey, Greg Payne and Carly Abernathy of Economic Leadership LLC of Raleigh, North Carolina. January 2018

Appendix

Farming

- 111110: Soybean Farming
- 111120: Oilseed (except Soybean) Farming
- 111130: Dry Pea and Bean Farming

111140: Wheat Farming
111150: Corn Farming
111160: Rice Farming
111191: Oilseed and Grain Combination Farming
111199: All Other Grain Farming
111211: Potato Farming
111219: Other Vegetable (except Potato) and Melon Farming
111310: Orange Groves
111320: Citrus (except Orange) Groves
111331: Apple Orchards
111332: Grape Vineyards
111333: Strawberry Farming
111334: Berry (except Strawberry) Farming
111335: Tree Nut Farming
111336: Fruit and Tree Nut Combination Farming
111339: Other Noncitrus Fruit Farming
111411: Mushroom Production
111419: Other Food Crops Grown Under Cover
111421: Nursery and Tree Production
111422: Floriculture Production
111910: Tobacco Farming
111920: Cotton Farming
111930: Sugarcane Farming
111940: Hay Farming
111991: Sugar Beet Farming
111992: Peanut Farming
111998: All Other Miscellaneous Crop Farming
112111: Beef Cattle Ranching and Farming
112112: Cattle Feedlots
112120: Dairy Cattle and Milk Production
112130: Dual-Purpose Cattle Ranching and Farming
112210: Hog and Pig Farming
112310: Chicken Egg Production
112320: Broilers and Other Meat Type Chicken Production
112330: Turkey Production
112340: Poultry Hatcheries
112390: Other Poultry Production
112410; Sheep Farming
112420: Goat Farming
112511: Finfish Farming and Fish Hatcheries
112512: Shellfish Farming
112519: Other Aquaculture
112910: Apiculture
112920: Horses and Other Equine Production
112930: Fur-Bearing Animal and Rabbit Production
112990: All Other Animal Production
113110: Timber Tract Operations
113210: Forest Nurseries and Gathering of Forest Products

113310: Logging
114111: Finfish Fishing
114112: Shellfish Fishing
114119: Other Marine Fishing
114210: Hunting and Trapping
115111: Cotton Ginning
115112: Soil Preparation, Planting, and Cultivating
115113: Crop Harvesting, Primarily by Machine
115114: Postharvest Crop Activities (except Cotton Ginning)
115115: Farm Labor Contractors and Crew Leaders
115116: Farm Management Services
115210: Support Activities for Animal Production
115310: Support Activities for Forestry

Processing

311111: Dog and Cat Food Manufacturing
311119: Other Animal Food Manufacturing
311211: Flour Milling
311212: Rice Milling
311213: Malt Manufacturing
311221: Wet Corn Milling
311224: Soybean and Other Oilseed Processing
311225: Fats and Oils Refining and Blending
311230: Breakfast Cereal Manufacturing
311313: Beet Sugar Manufacturing
311314: Cane Sugar Manufacturing
311340: Nonchocolate Confectionery Manufacturing
311351: Chocolate and Confectionery Manufacturing from Cacao Beans
311352: Confectionery Manufacturing from Purchased Chocolate
311411: Frozen Fruit, Juice, and Vegetable Manufacturing
311412: Frozen Specialty Food Manufacturing
311421: Fruit and Vegetable Canning
311422: Specialty Canning
311423: Dried and Dehydrated Food Manufacturing
311511: Fluid Milk Manufacturing
311512: Creamery Butter Manufacturing
311513: Cheese Manufacturing
311514: Dry, Condensed, and Evaporated Dairy Product Manufacturing
311520: Ice Cream and Frozen Dessert Manufacturing
311611: Animal (except Poultry) Slaughtering
311612: Meat Processed from Carcasses
311613: Rendering and Meat Byproduct Processing
311615: Poultry Processing
311710: Seafood Product Preparation and Packaging
311811: Retail Bakeries
311812: Commercial Bakeries
311813: Frozen Cakes, Pies, and Other Pastries Manufacturing

311821: Cookie and Cracker Manufacturing
311824: Dry Pasta, Dough, and Flour Mixes Manufacturing from Purchased Flour
311830: Tortilla Manufacturing
311911: Roasted Nuts and Peanut Butter Manufacturing
311919: Other Snack Food Manufacturing
311920: Coffee and Tea Manufacturing
11930: Flavoring Syrup and Concentrate Manufacturing
311941: Mayonnaise, Dressing, and Other Prepared Sauce Manufacturing
311942: Spice and Extract Manufacturing
311991: Perishable Prepared Food Manufacturing
311999: All Other Miscellaneous Food Manufacturing
312111: Soft Drink Manufacturing
312112: Bottled Water Manufacturing
312113: Ice Manufacturing
312120: Breweries
312130: Wineries
312140: Distilleries
312230: Tobacco Manufacturing

Distribution

424410: General Line Grocery Merchant Wholesalers
424420: Packaged Frozen Food Merchant Wholesalers
424430: Dairy Product (except Dried or Canned) Merchant Wholesalers
424440: Poultry and Poultry Product Merchant Wholesalers
424450: Confectionery Merchant Wholesalers
424460: Fish and Seafood Merchant Wholesalers
424470: Meat and Meat Product Merchant Wholesalers
424480: Fresh Fruit and Vegetable Merchant Wholesalers
424490: Other Grocery and Related Products Merchant Wholesalers
424510: Grain and Field Bean Merchant Wholesalers
424520: Livestock Merchant Wholesalers
424590: Other Farm Product Raw Material Merchant Wholesalers
424810: Beer and Ale Merchant Wholesalers
424820: Wine and Distilled Alcoholic Beverage Merchant Wholesalers
424910: Farm Supplies Merchant Wholesalers
424930: Flower, Nursery Stock, and Florists' Supplies Merchant Wholesalers
424940: Tobacco and Tobacco Product Merchant Wholesalers

Occupations

11-9013: Farmers, Ranchers, and Other Agricultural Managers
13-1021: Buyers and Purchasing Agents, Farm Products
13-1074: Farm Labor Contractors
19-1032: Foresters
19-4011: Agricultural and Food Science Technicians
45-1011: First-Line Supervisors of Farming, Fishing, and Forestry Workers
45-2011: Agricultural Inspectors
45-2021: Animal Breeders
45-2041: Graders and Sorters, Agricultural Products

45-2091: Agricultural Equipment Operators
45-2092: Farmworkers and Laborers, Crop, Nursery, and Greenhouse
45-2093: Farmworkers, Farm, Ranch, and Aquacultural Animals
45-2099: Agricultural Workers, All Other
45-3011: Fishers and Related Fishing Workers
45-3021: Hunters and Trappers
45-4011: Forest and Conservation Workers
45-4021: Fallers
45-4022: Logging Equipment Operators
45-4023: Log Graders and Scalers
45-4029: Logging Workers, All Other
51-3021: Butchers and Meat Cutters
51-3022: Meat, Poultry, and Fish Cutters and Trimmers
51-3023: Slaughterers and Meat Packers
51-3091: Food and Tobacco Roasting, Baking, and Drying Machine Operators and Tenders

ⁱ Alberta Agriculture and Forestry, "Emerging Consumer Trends and New Opportunities for Small and Medium Business," March 2014.

[http://www1.agric.gov.ab.ca/\\$department/deptdocs.nsf/all/sis14790](http://www1.agric.gov.ab.ca/$department/deptdocs.nsf/all/sis14790)

ⁱⁱ American Jobs Project, 19.

ⁱⁱⁱ University of Maryland Extension website, "Value-Added Products."

<https://extension.umd.edu/agmarketing/value-added-products>

^{iv} Agricultural Marketing Resource Center website, "Understanding Marketing."

<https://www.agmrc.org/business-development/operating-a-business/marketing/understanding-marketing/>

^v University of Tennessee Extension, "Marketing for the Value-Added Agricultural Enterprise," 2007.

<https://extension.tennessee.edu/publications/Documents/PB1699.pdf>

^{vi} Agricultural Resource Marketing Center, "Growth Strategies by Type of Farm," April 2007.

<https://www.agmrc.org/business-development/strategy-and-analysis/articles/growth-strategies-by-type-of-farm/>

^{vii} Ibid.

^{viii} Agricultural Resource Marketing Center website, "Case Studies of Value Added Producer Grant Recipients."

<https://www.agmrc.org/business-development/strategy-and-analysis/analysis/case-studies-of-value-added-producer-grant-recipients/>

Blue Ridge Food Ventures website.

<http://www.blueridgefoodventures.org/>

^{ix} Oregon State University Food Innovation Center website.

<https://fic.oregonstate.edu/>

^x Agricultural Resource Marketing Center website, "Case Studies of Value Added Producer Grant Recipients."

<https://www.agmrc.org/business-development/strategy-and-analysis/analysis/case-studies-of-value-added-producer-grant-recipients/>

^{xi} National Center for Appropriate Technology ATTRA, "Adding Value to Farm Products: An Overview," 2006.

<https://attra.ncat.org/attra-pub/summaries/summary.php?pub=270>

^{xii} NC Catch website.

<https://www.nccatch.org/>

^{xiii} 2017 North Carolina Small Business Handbook, "Tasting Success."

Seal the Seasons website.

<https://www.sealtheseasons.com/>

^{xiv} Western Extension Marketing Committee, "Western Profiles of Innovative Agricultural Marketing," 2003.

<http://valueaddedag.org/westernprofiles/westernprofilesbookweb.pdf>

^{xv} Alberta Agriculture and Forestry website, "Value Chain – Success Stories."

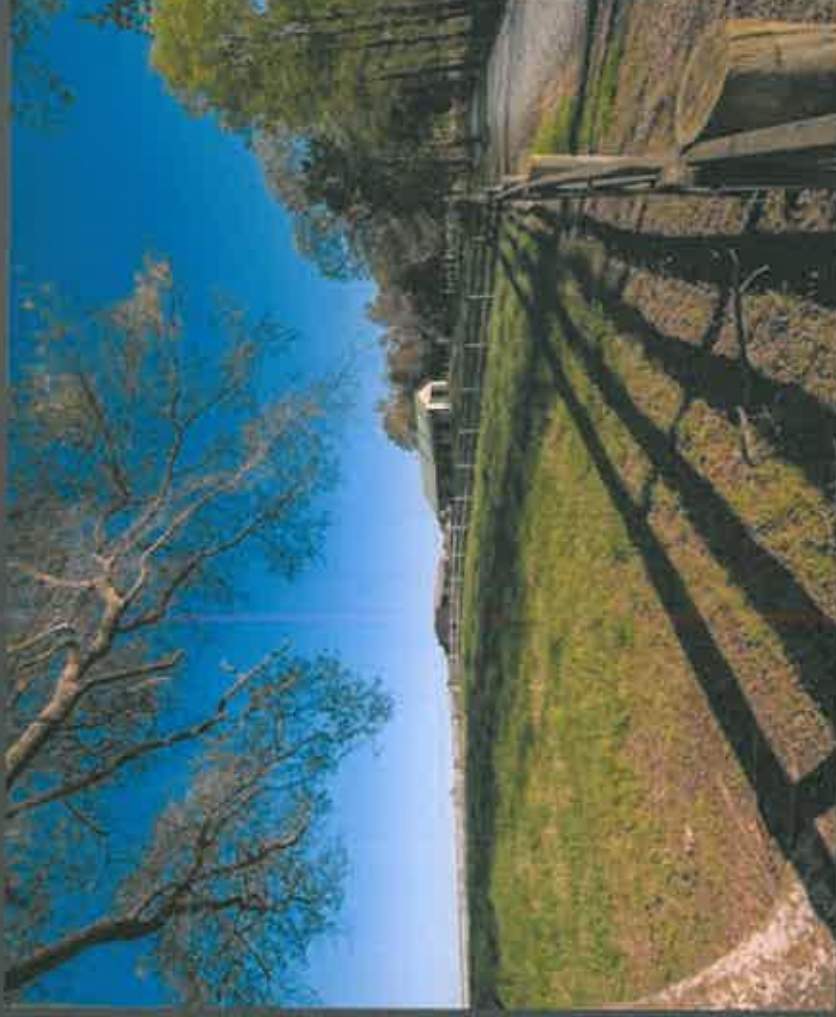
[http://www1.agric.gov.ab.ca/\\$department/deptdocs.nsf/all/agp12160](http://www1.agric.gov.ab.ca/$department/deptdocs.nsf/all/agp12160)

^{xvi} Ibid.

^{xvii} Ibid.

^{xviii} Ibid.

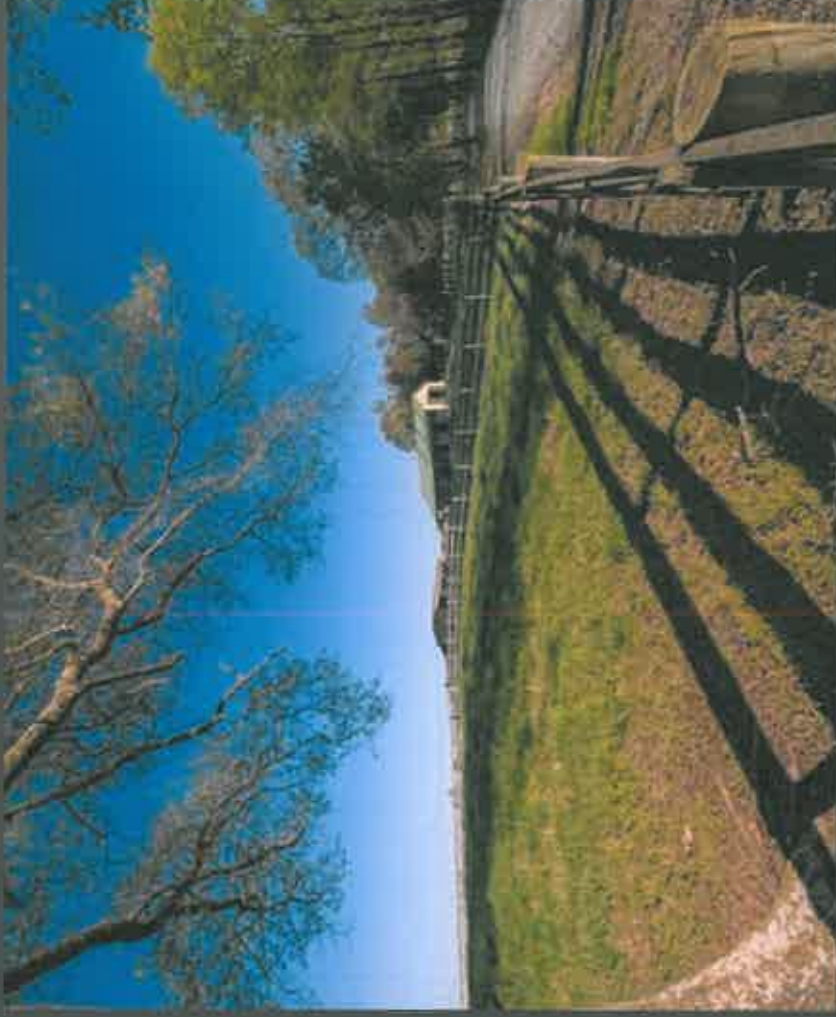
Increasing Value-Added Agriculture



Chatham, Harnett, Johnston & Lee Counties, NC

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Increasing Value-Added Agriculture



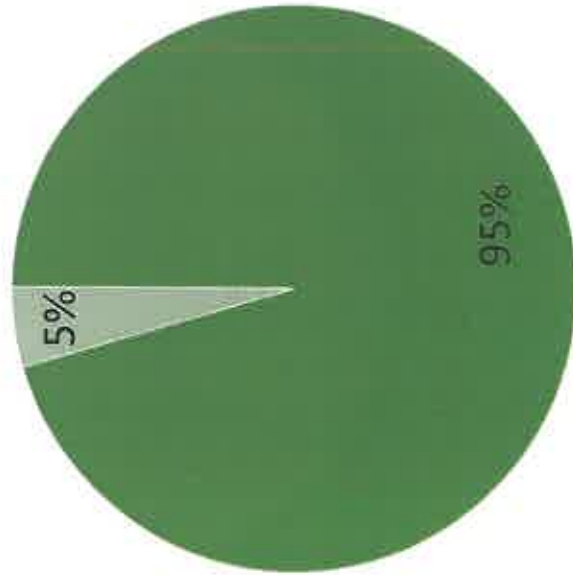
- Ag economic overview
- Agricultural asset map
- Assessment of current & future trends impacting ag
- Assessment agricultural special incentive policy
- Recommendations
- Multi-year action plan timelines and costs

Chatham, Harnett, Johnston & Lee Counties, NC

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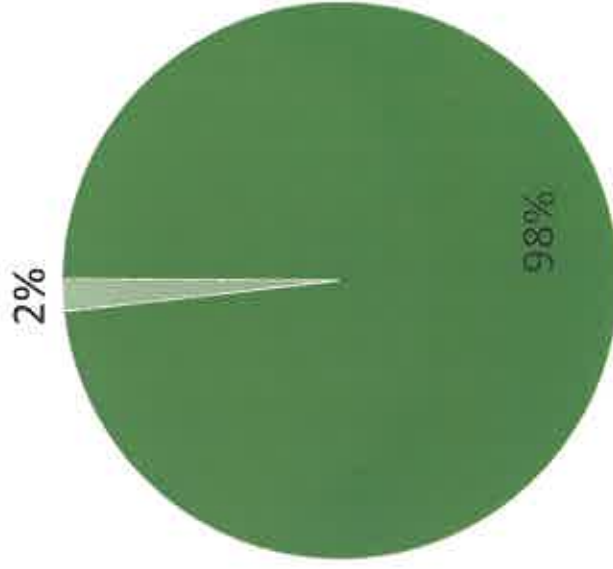
Agricultural Industry & Occupational Employment in 4-County Region

Industry Employment



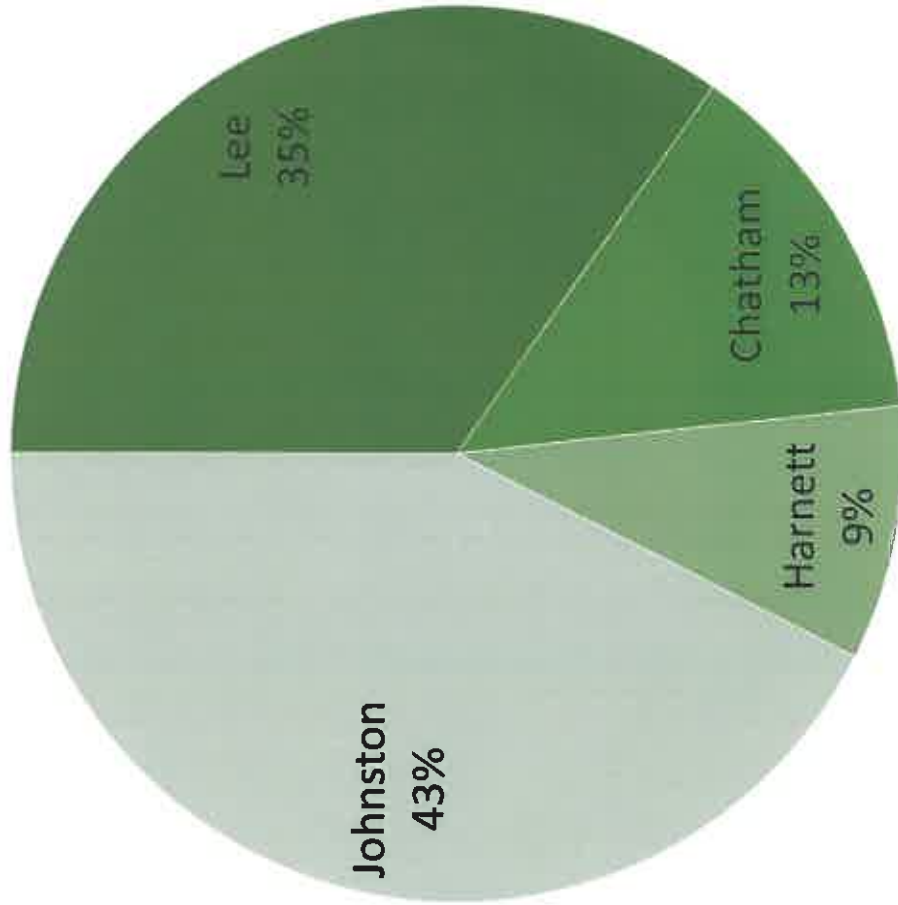
- Other Employment
- Agricultural Employment

Occupation Employment



- Other Employment
- Agricultural Employment

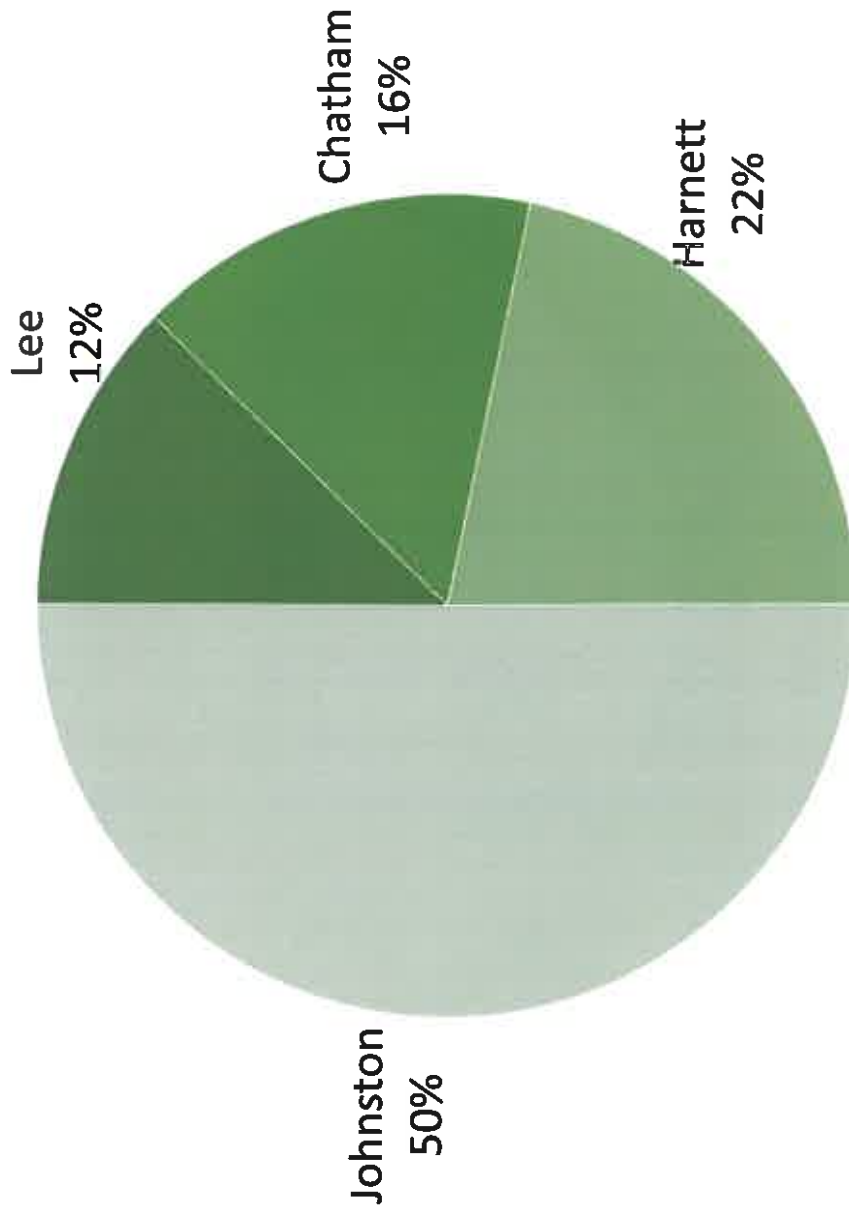
% of Total Region Agricultural Industry Employment in Each County



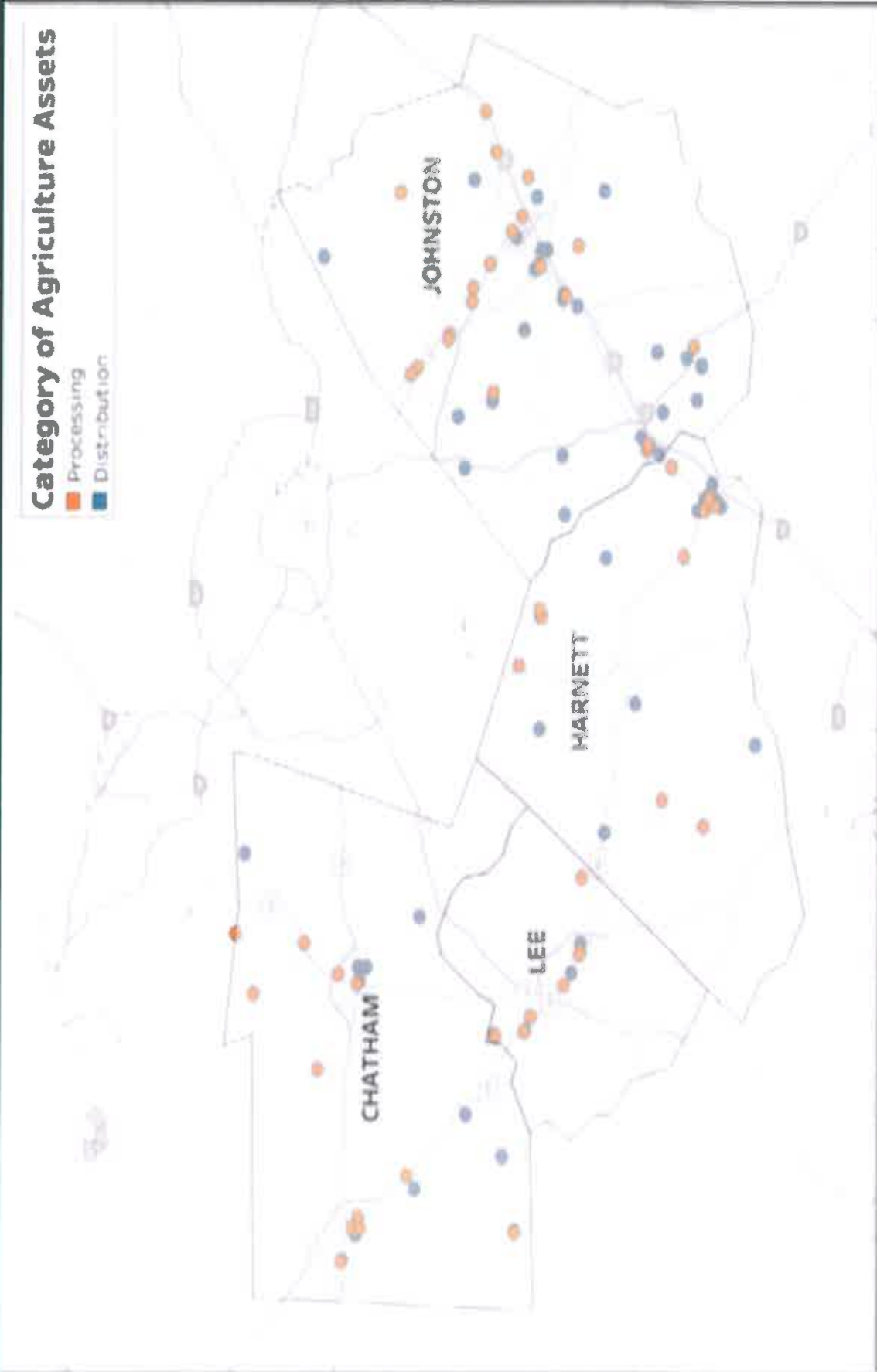
% of Total Region Agricultural Industry Occupations in Each County



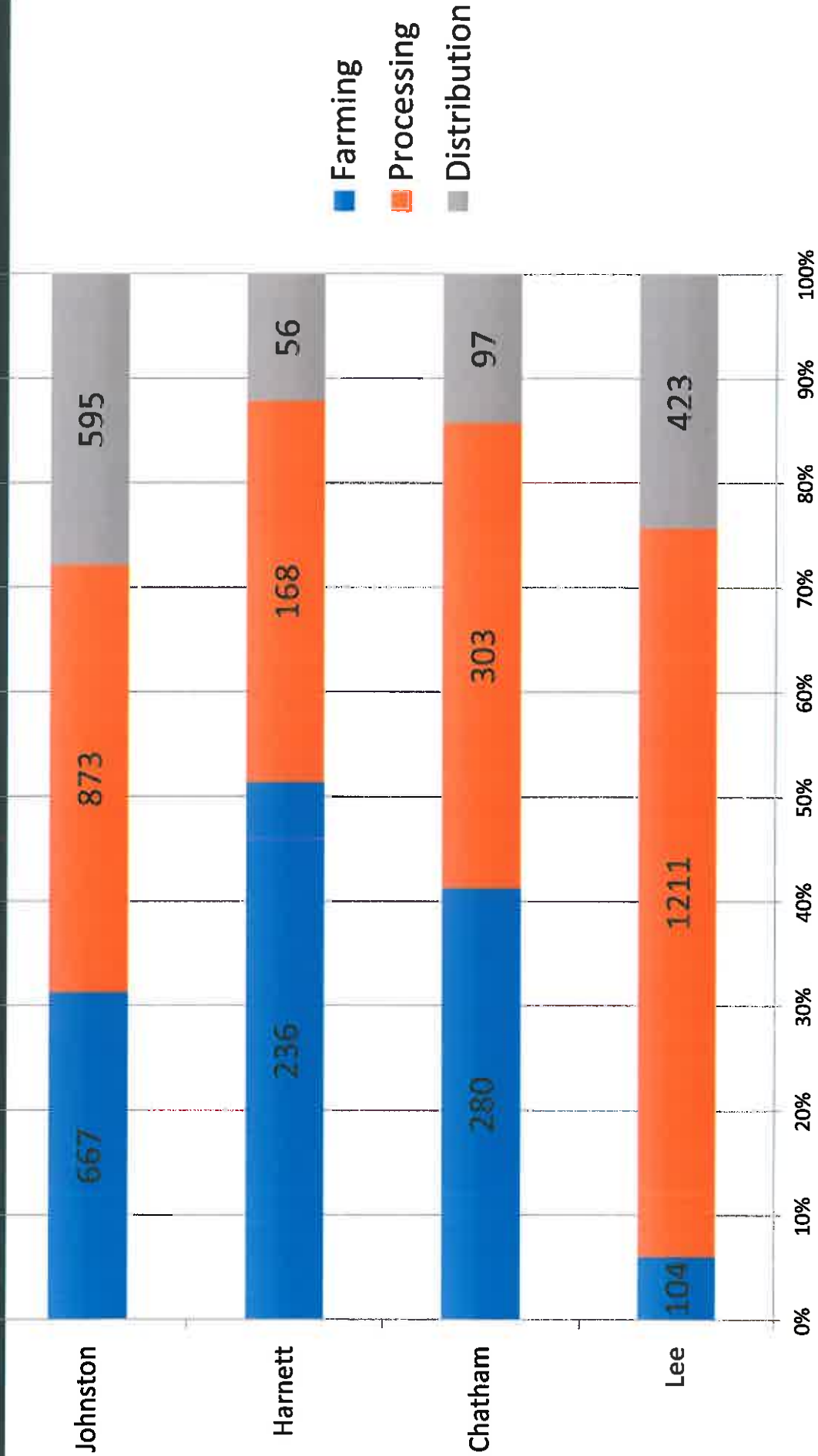
Total Agricultural Establishments as % of Regional Establishments in Each County



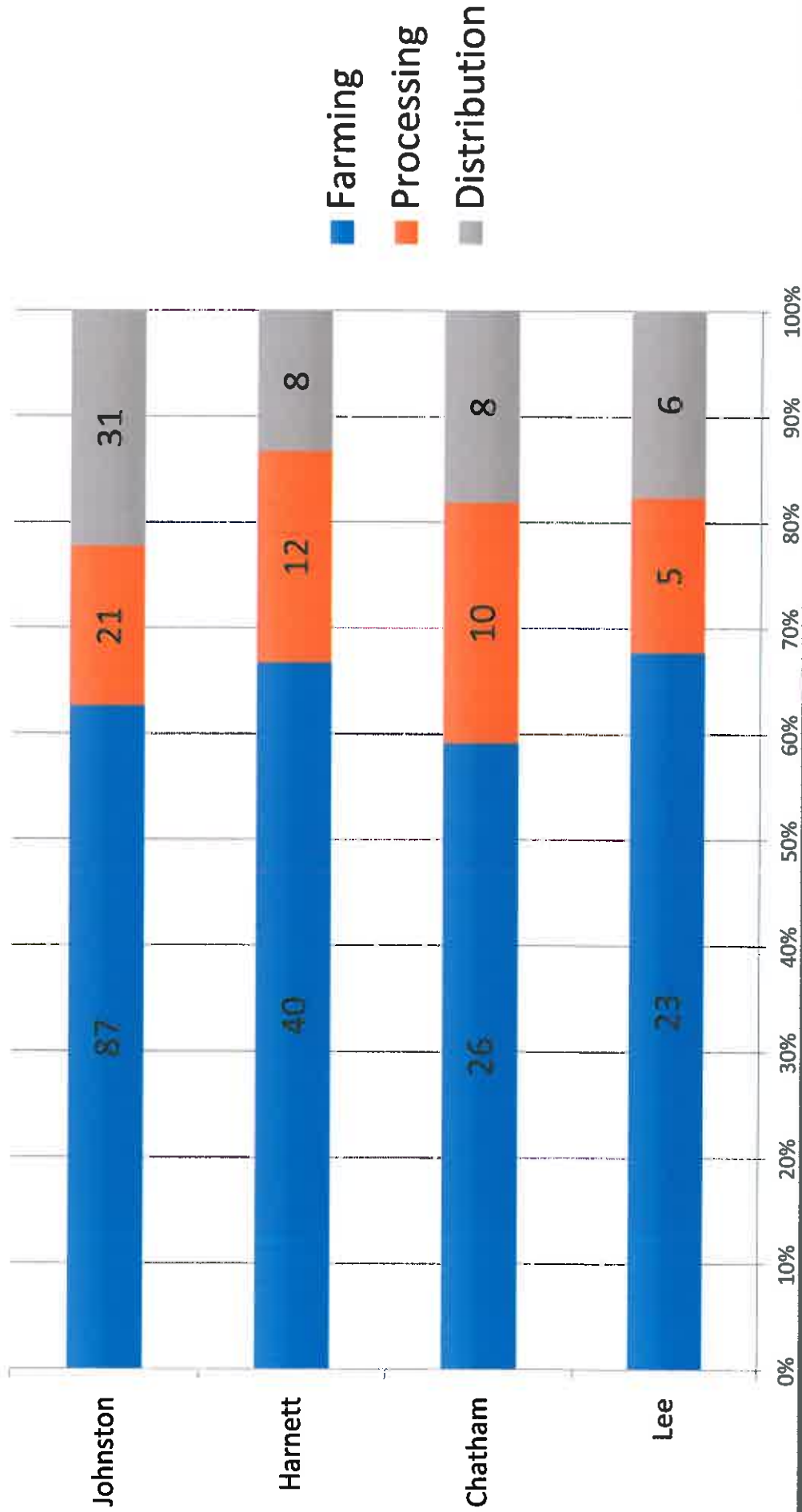
Agricultural Assets in the Region



Ag Industry Employment Percentages

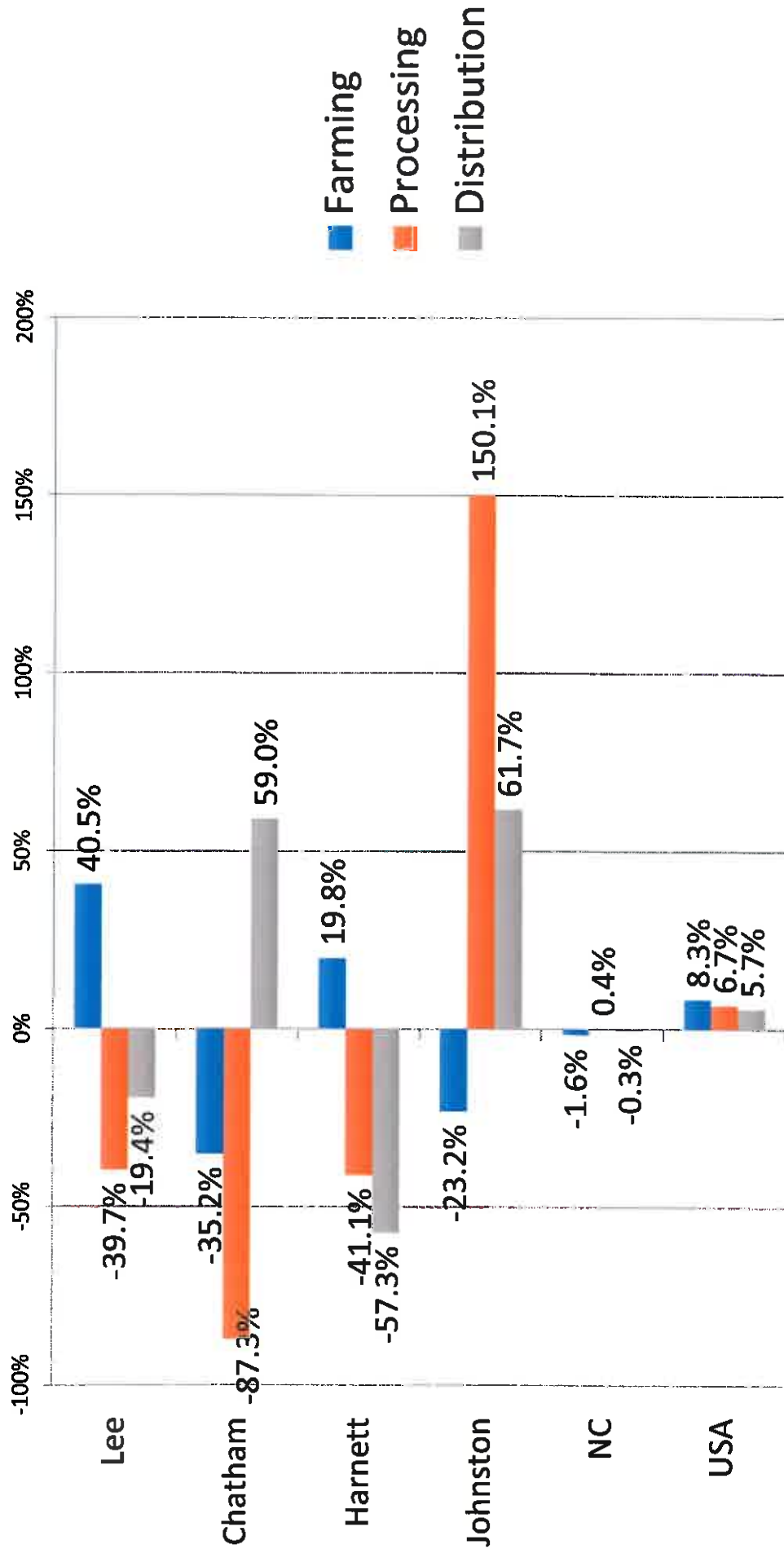


Ag Industry Establishment Percentages

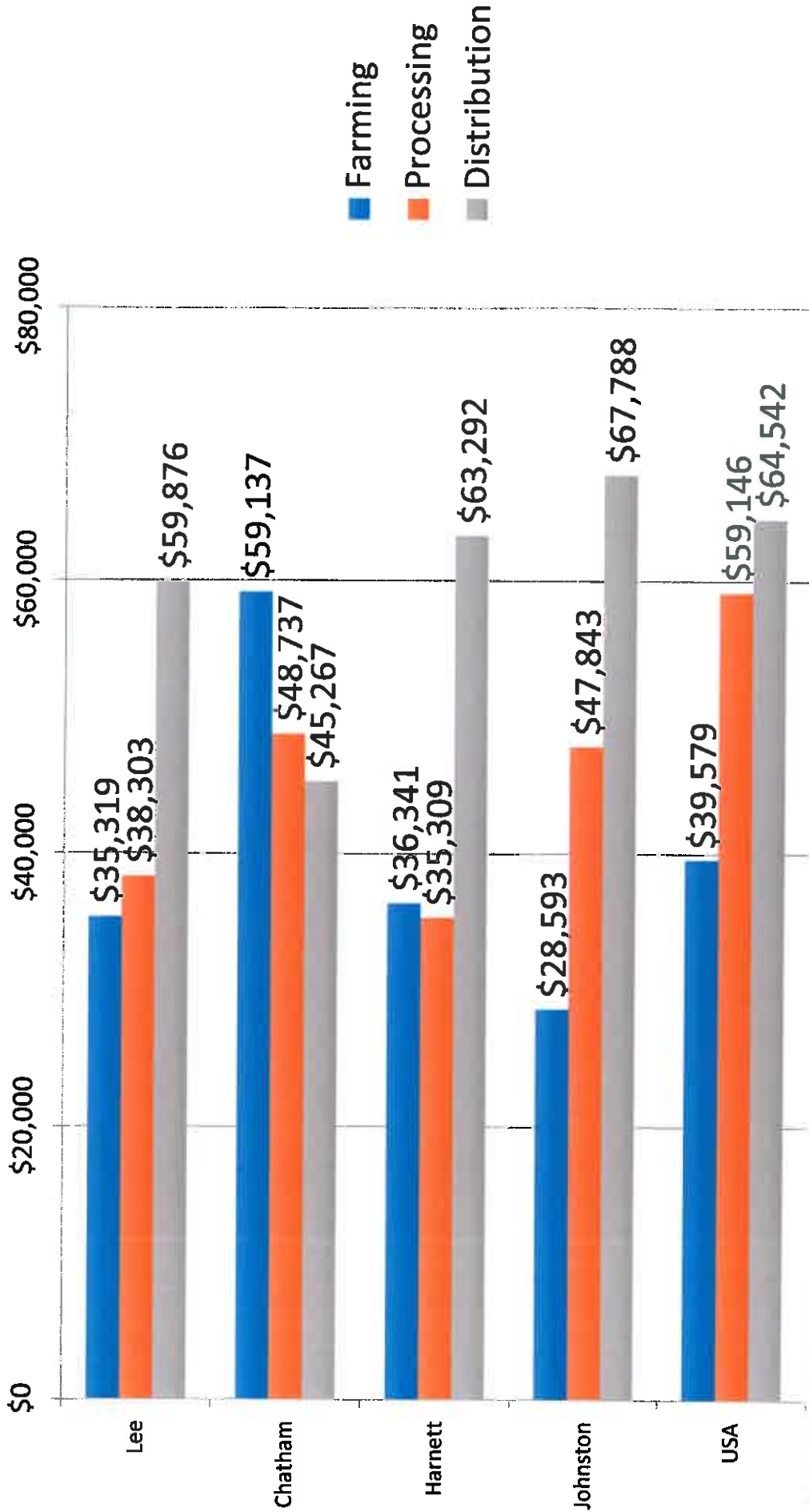


Farming
Processing
Distribution

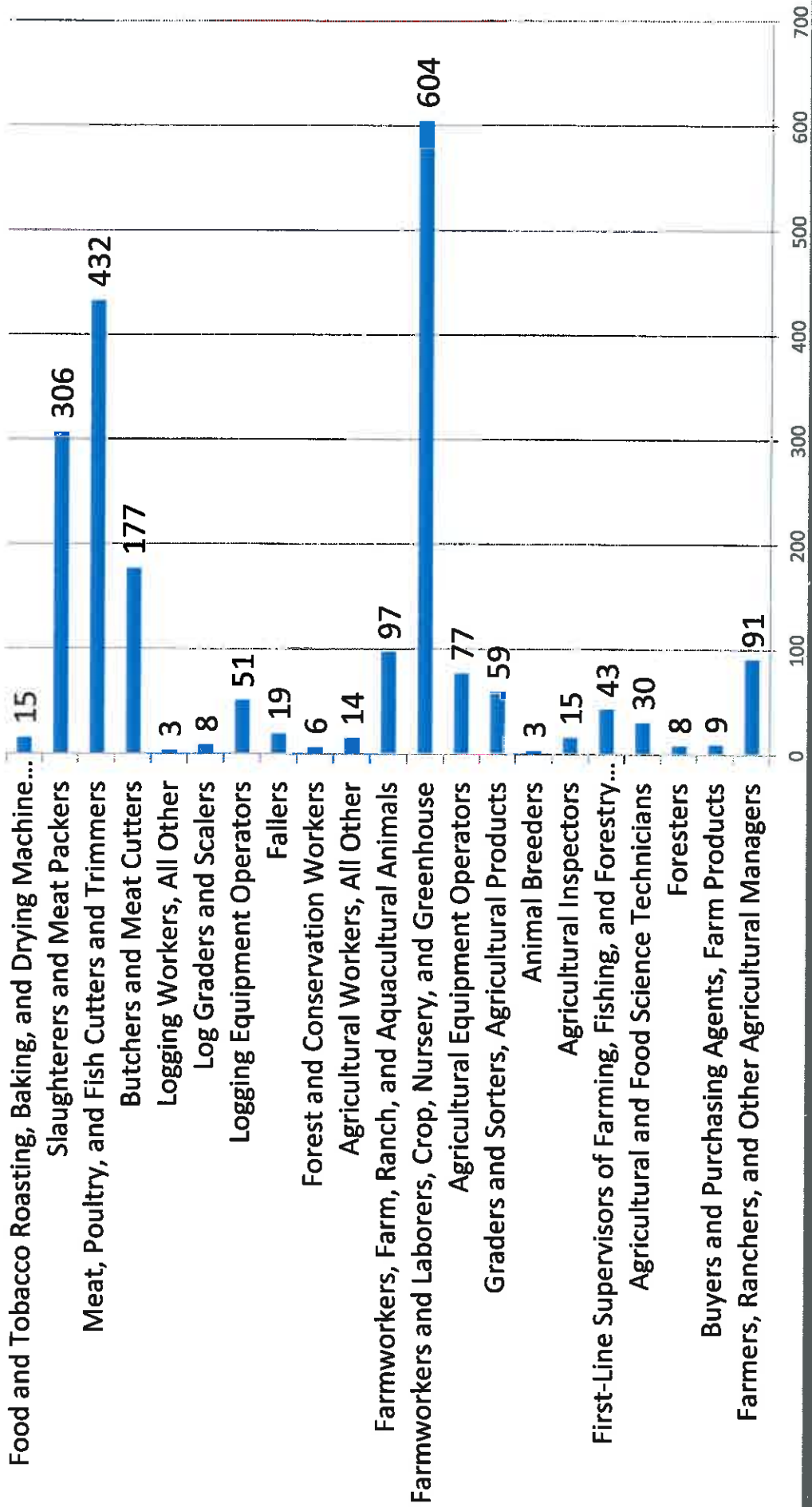
10-Year Employment Growth Ag Industry (2006-2016)



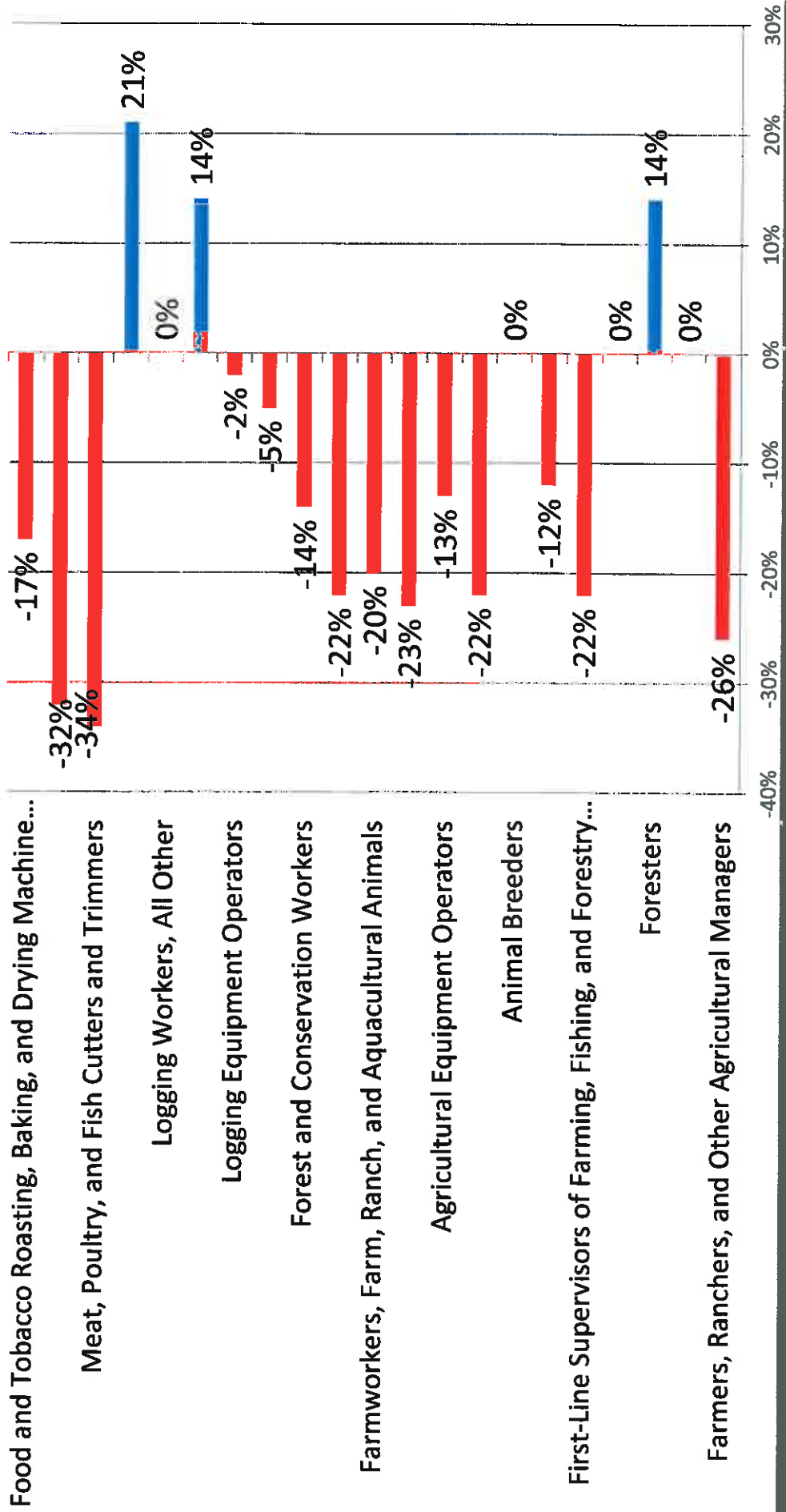
Ag Industry Average Earnings



Ag Occupation Total 2016



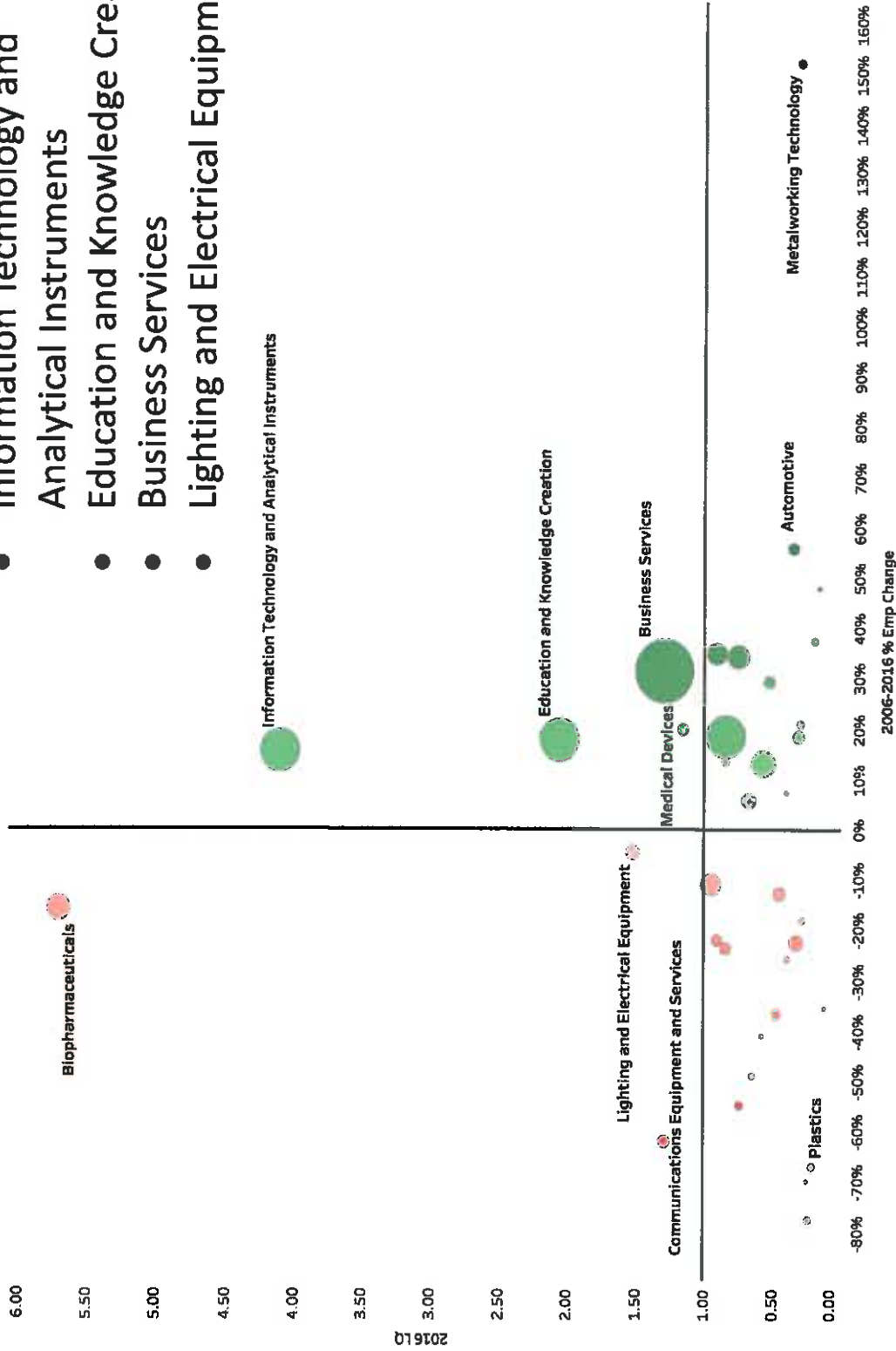
% Change in Agriculture Occupation Jobs (2011-2016)



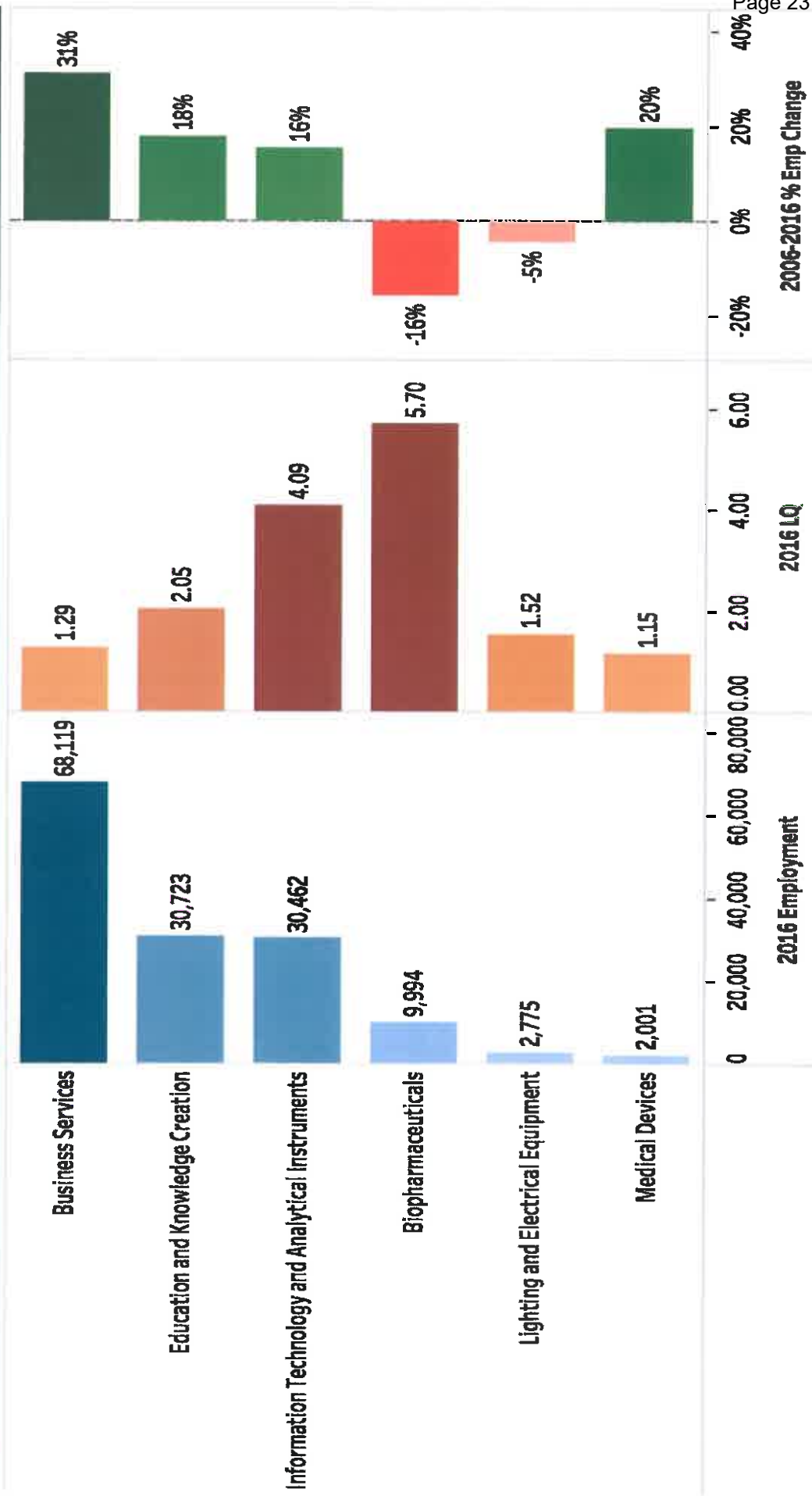
Triangle Cluster Map

Triangle Asset Clusters:

- Biopharmaceuticals
- Medical Devices
- Information Technology and Analytical Instruments
- Educational Instruments
- Education and Knowledge Creation
- Business Services
- Lighting and Electrical Equipment



Triangle Asset Cluster Performance Metrics

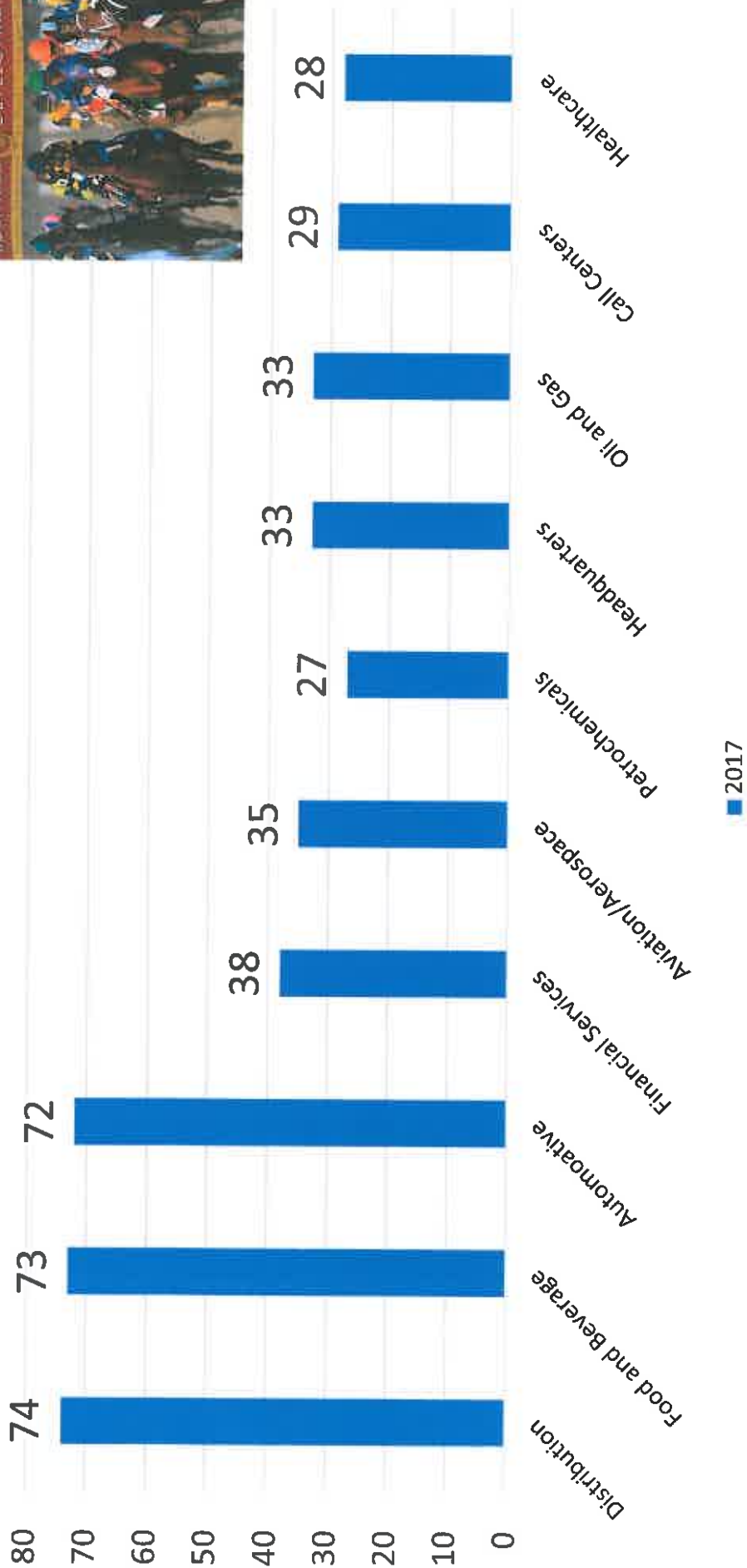


Big Project Sectors in the South 2017

(At least 200 new jobs or \$300 million in new investment)

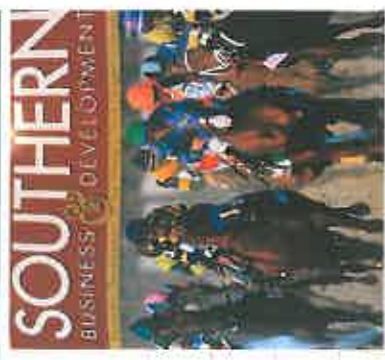


Number of Projects

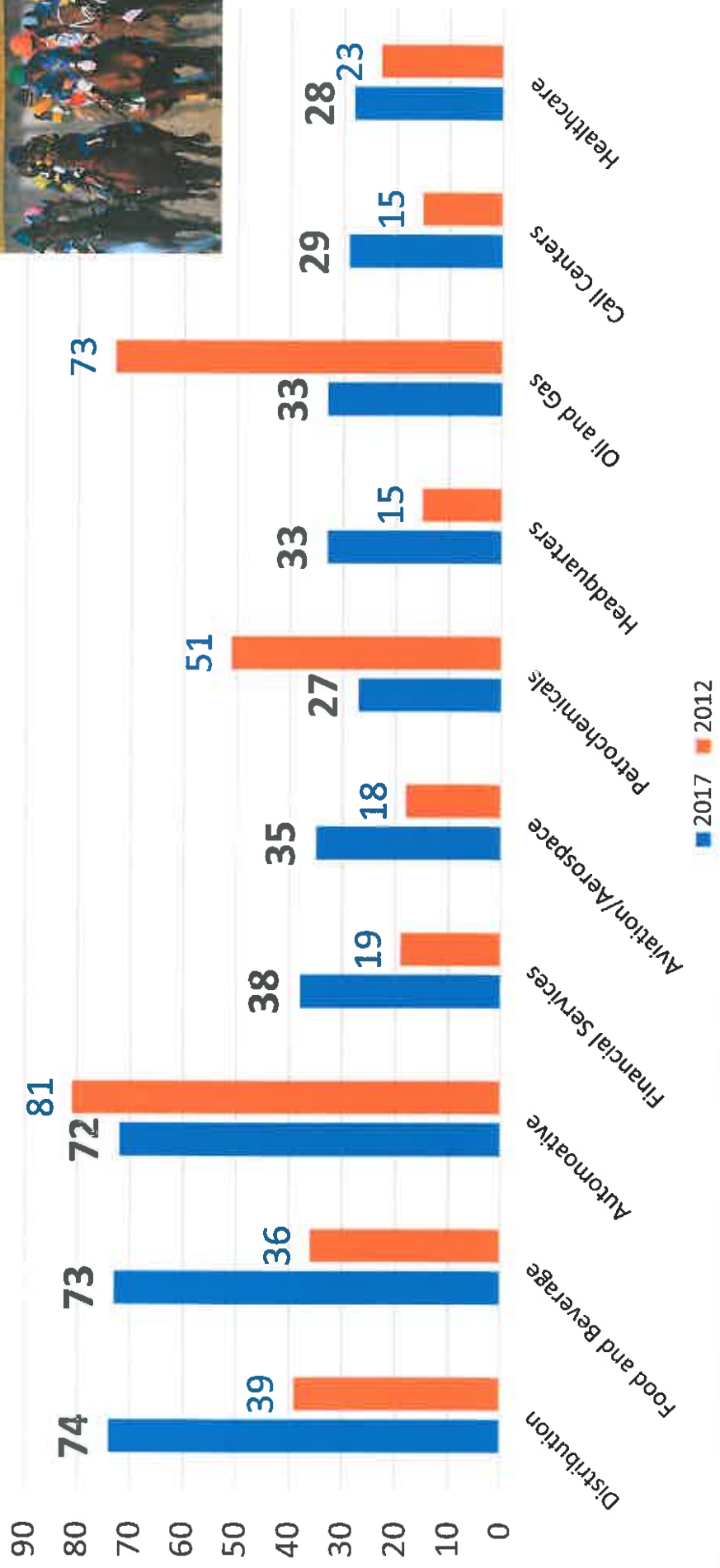


Big Project Sectors in the South 2017

(At least 200 new jobs or \$300 million in new investment)



Number of Projects



Global Agriculture Trends

- Genetically Modified to address, faster photosynthesis, climate change, water and pesticide reductions, and yields
- Robotics (both harvest & processing)
- Artificial Intelligence
- Urbanization (urban farming-urban consumption)
- New packaging materials
- Shifting farm business structures
- Commodity consumption shifts
- Shifting government policies and subsidies

Interactive Forces Transforming Agriculture

Poverty and malnutrition

- Malnutrition affects more than one billion people

Organic versus corporate farming

- Organic foods and beverages account for less than 3% of U.S. food sales

Social concerns

Political concerns

Objections to GMOs

- Politics are trumping scientific support as GMO crops are met with government hostility

Publicly funded research

- Farmers in poorer countries remain highly dependent on the public sector for innovation

Land and water distribution

- While arable land and freshwater are still available, regional distribution is unequal

Climate change

- Climate variability and weather shocks are projected to have negative yield effects

Environmental concerns

Business interests

Changing consumer preferences

- The market is attempting to adapt to a global dietary preference for protein
- Meat consumption in China has quadrupled over the past two decades



ECONOMIC
LEADERSHIP

is there a Reasonable Chance of Increasing Value Added Agriculture in the 4-County Region?

Figure 3
The typical agricultural value chain



Source: A.I. Kearney analysis

is there a Reasonable Chance of Increasing Value Added Agriculture in the 4-County Region?

What are the overall goals for the four counties?

- Take advantage of a perceived asset
- Grow job opportunities
- Expand the economy in the county
- Support existing businesses
- Preserve, protect and celebrate history & lifestyle

We believe that there is a good opportunity. The components of a successful value-added agriculture structure exist- but lack resources and collaborative capacity. Also, there is significant and rising competition.

1. Can you build a successful marketing strategy to attract new employers to the region?
2. Can you provide additional support to existing cluster participants?
3. Can you connect the pieces?
4. Can you improve the competitive differentiation of the product?
5. Can you dedicate the resources necessary to achieve results?



Expanding through Attraction

- Companies need a **robust logistics network** that guarantees products can be delivered anywhere in the world, with quick and direct connections to customers.
- Producers are placing increased significance on assurance of an **affordable, consistent, reliable source of energy** to support the technological advances necessary as the industry advances.
- **Close to agriculture research universities** leading in areas of food research, innovation, food safety and training is a competitive advantage
- A state and local business climate that is **business-friendly**
- **Available and affordable workforce**
- Local and state governments that can guide developers **smoothly through the permitting and licensing process**
- **Shovel-ready greenfield land**

Value-Added Food Processing Location Checklist	
Logistics	👍
Energy	👍
Research Universities	👍
Broadband	👍
Business Climate	👍
Workforce	👍
Ease of Permitting	👍
Shovel-ready sites	👍

Expanding through Attraction

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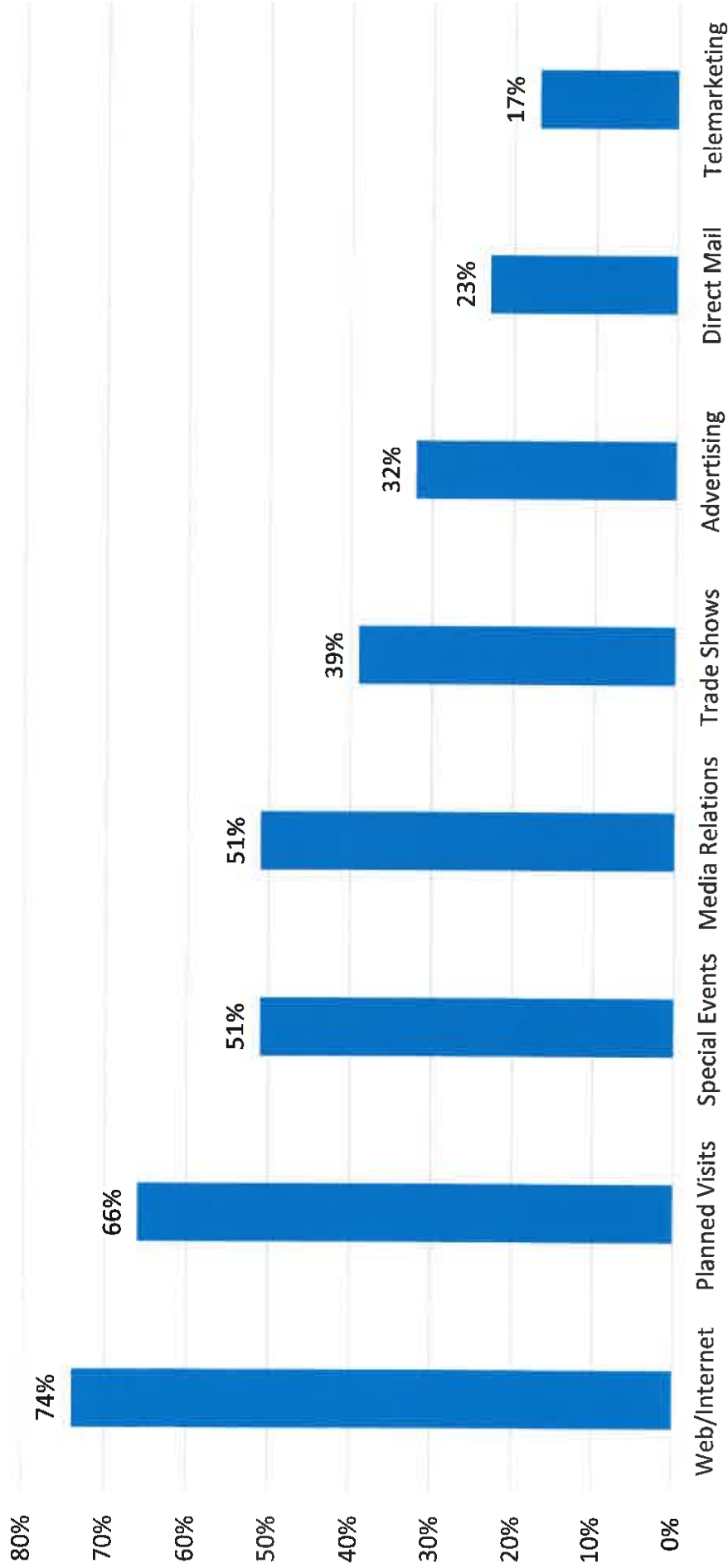
Value-Added Food Processing Location Checklist	
Logistics	👍
Energy	👍
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Broadband	👍
Business Climate	👍
Workforce	👍
Ease of Permitting	👍
Shovel-ready sites	👍

Legislative Options

- New legislation to provide a competitive advantage for value-added agriculture
 - Possible state-wide
 - Wide spread support for rural initiatives
- Less likely to find support for legislation only for 4-county region
- Possible- Develop pilot program for 4-county region that could be expanded

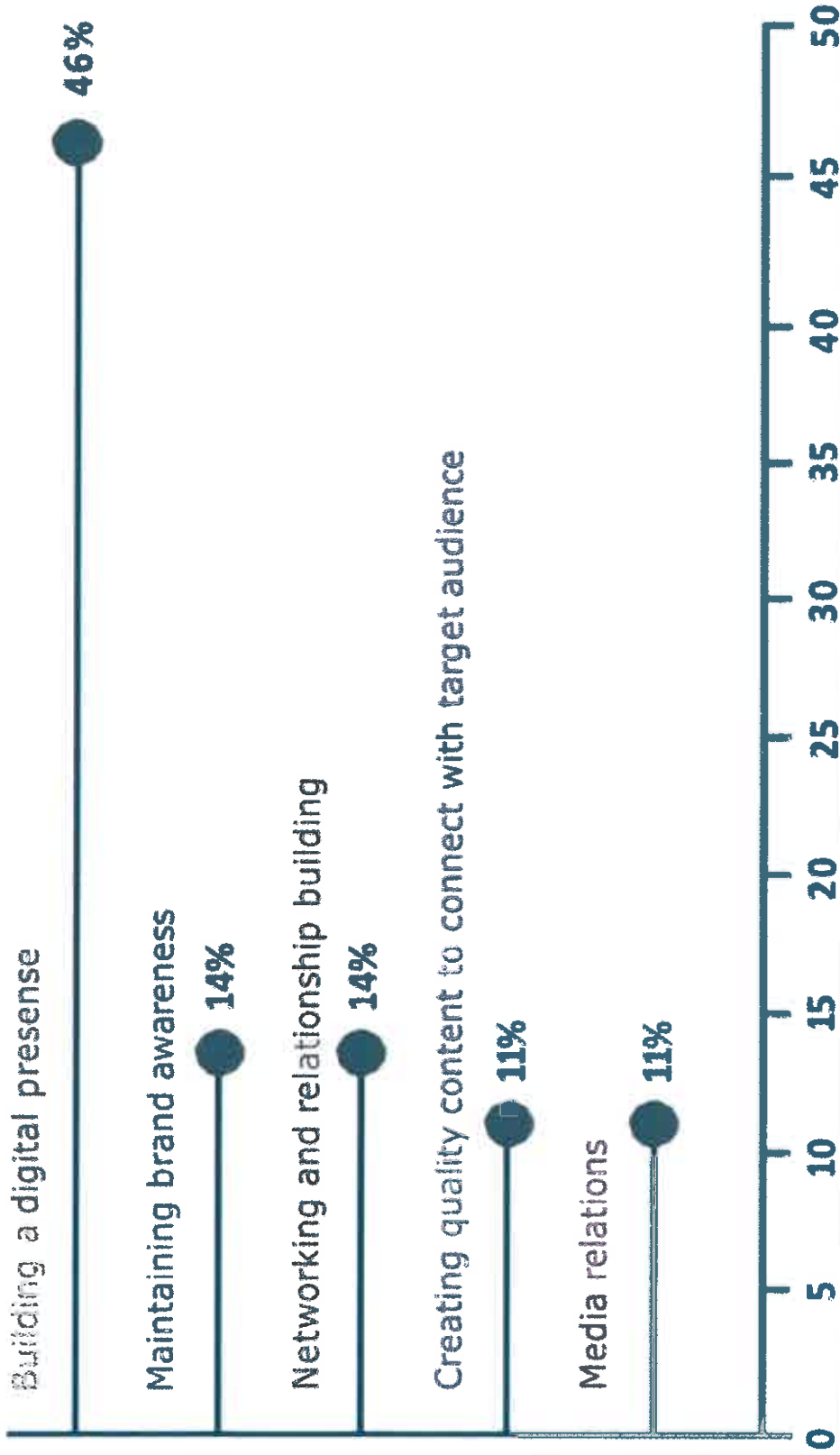
Most Effective Marketing Techniques (DCI Survey of Site Selectors)

2017



ED Marketing Best Practices (EDO)

SINGLE MOST IMPACTFUL MARKETING EFFORTS IN ECONOMIC DEVELOPMENT



Best Practices Web Sites (DCI)

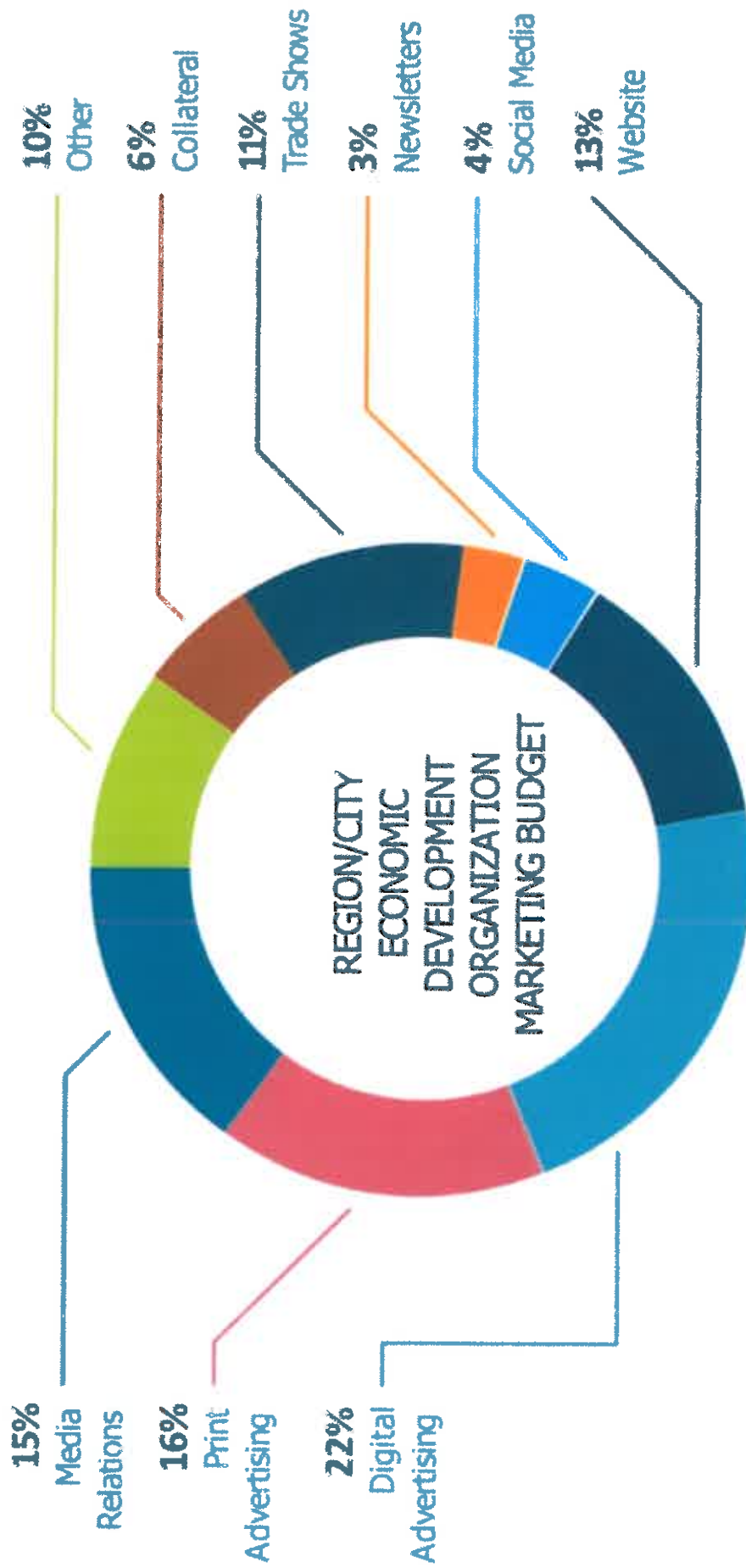
10 Best Practices for Economic Development Websites

1. Keep Demographic Data Up-to-Date
2. Highlight Key Industries
3. Showcase Leading Employers
4. Provide Comprehensive Contact Information
5. Put Incentives Front and Center
6. GIS for Available Sites
7. Share the Latest News
8. Consider User Experience
9. Keep Design Modern and Fresh
10. Don't Let Your Content Get Lost

by Development Counselors International, August, 2015



ED Marketing Budgets





Recommendations



VALUE ADDED PRODUCT

The Food Processing Sector

Food processing adds value to the agricultural produce starting at the post harvest level. It includes even primary processing like grading, sorting, cutting, seeding, shelling packaging etc



Recommendations

- **Four counties begin a multi-year effort to incrementally strengthen their value-added agriculture**
 - Targeted recruitment
 - Support to existing agricultural enterprises
 - Build synergy between stakeholders
 - Explore supportive legislation
- **This cannot be solely an effort of the local economic development organizations**
 - Cooperative Extension,
 - Central Carolina and Johnston community colleges
 - Other groups that support farming and business.

Recommendations – Year One

- **Create a steering committee of stakeholders to develop a simple 3-year action agenda**
- **Identify and align these efforts with other ongoing activities such as the work of RTRP, NCEDP, The Central Corridor Manufacturing effort and the priorities of the North Carolina Department of Agriculture.**
- **Hold a legislative meeting for all state house and senate members in the four-county region to explain the goals of the efforts and to begin to identify opportunities for future legislation.**
- **Begin a series of focus groups with local agriculture businesses**
- **Develop, maintain and continuously update a joint website**

Recommendations – Year One

- **Reach out to other funding organizations**, such as Golden LEAF and other foundations to attract additional funds to expand and accelerate the effort.
- **Appropriate \$15,000 per county to the effort.** In year one \$30,000 would be budgeted for the development and maintenance of the web site and \$30,000 would be allocated to the staff resources necessary to accomplish the other tasks. Staff resources could be new part-time staff at one of the counties or contracted staff.

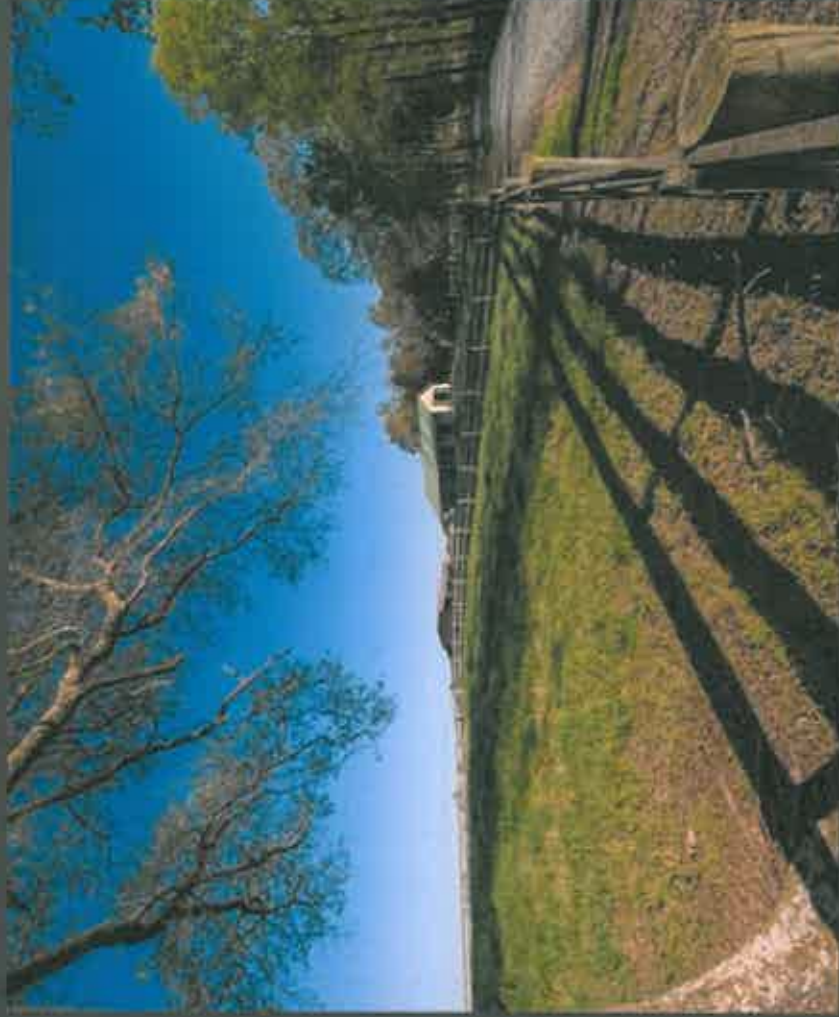
Recommendations – Year Two

- **Begin targeted marketing** to attract food-processing, participate in one or two national tradeshow and call on 5-10 site location consultants who specialize in food processing firms.
- **Develop an active social media campaign** targeted at internal and external audiences.
- **Develop targeted food processing support legislation.**
- **Explore the interest in creating a broader (public-private) agriculture cluster network.**
- **Appropriate \$17,500 per county and attempt to raise an additional \$20,000 for a \$90,000 annual budget.**

Recommendations – Year Three

- **Develop a functioning public-private Cluster Network.**
- **Sustain and expand marketing efforts** with direct calls on 20-30 national companies in addition to calls on site selection consultants and participation in trade shows.
- **Appropriate \$20,000 per county to support activities and attempt to raise an additional \$25,000.** Funds would be used for staff support (\$45,000), Marketing (\$45,000) and cluster coordination.

Increasing Value-Added Agriculture



Chatham, Harnett, Johnston & Lee Counties, NC

February 2018 | Economic Leadership LLC



ITEM #:
VII. C.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Construction Contract for Bidding Documents

DEPARTMENT: Legal

CONTACT PERSON: Whitney Parrish

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	To consider adopting a new construction contract that is included in our bid packages
BUDGET IMPACT	N/A
ATTACHMENTS	The current contract that is included in our bid packages and the proposed new construction contract
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Pleasure of the Board.
SUMMARY	

Currently, when the County bids a construction contract the contract for that job is included in the bid documents. While reviewing the contract it was determined we could make some changes to have a contract that covers more areas and protects the County. The proposed contract is attached. This contract would be included in all construction projects that go to bid.

**NORTH CAROLINA
LEE COUNTY**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the _____ day of _____ by and between LEE COUNTY, a public body corporate of the State of North Carolina, (hereinafter referred to as "the COUNTY") party of the first part and _____, (hereinafter referred to as "CONTRACTOR"), party of the second part.

a. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

(Project Name and Amount)

All materials and services provided shall be set forth in the specifications and bid form (attached) and shall be made part of this contract.

2 . TERM OF CONTRACT

The term of this contract for services is from _____ to _____ and shall continue thereafter until such time as a new written contract is effective between the parties. Either party may nonetheless cancel this contract on thirty (30) days written notice to the other party by certified mail or personal delivery. This contract is subject to the other party by certified mail or personal delivery. This contract is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

3 . PAYMENT TO CONTRACTOR

The COUNTY agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the COUNTY when the services are completed. If arrangements for monthly payments are made, the CONTRACTOR shall submit an itemized invoice (less 5% retainage) to the COUNTY by the end of the month during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the COUNTY of the invoice.

4 . INDEPENDENT CONTRACT

Both the COUNTY and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the COUNTY for any purpose in the performance of the CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment insurance taxes, and any other taxes or business license fees as required. In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

5 . INSURANCE AND INDEMNITY

The CONTRACTOR shall indemnify and save harmless the COUNTY, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the COUNTY or which the COUNTY must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONTRACT shall be fully responsible to the COUNTY for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR shall COMPLY WITH THE North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

The CONTRACTOR agrees to furnish the COUNTY proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The CONTRACTOR upon request by the COUNTY shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the COUNTY verifying the existence of any insurance coverage required by the COUNTY. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6 . HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all from the work and other persons who may be affected thereby.

7 . NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or nation origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by the COUNTY, and the CONTRACTOR may be declared ineligible for further COUNTY contracts.

8 . GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Middle District of North Carolina.

9 . OTHER PROVISIONS

This contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

10. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties any may only be modified by a written mutual agreement signed by the parties and attached hereto.

11 . SIGNATURES

Both the COUNTY and the CONTRACTOR agree to the above contract.

Witnessed or Attested By:

COUNTY

_____ By: _____

Title: _____

Date: _____

CONTRACTOR

_____ By: _____

Title: _____

Date: _____

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

Lisa G. Minter
Finance Officer

Proposed

STATE OF NORTH CAROLINA
COUNTY OF LEE

AGREEMENT

1. AGREEMENT. This agreement ("Agreement") is entered into on the _____ day of _____, 20 ____, by and between Lee County, a political subdivision of the State of North Carolina ("County") and _____, ("Contractor"), whose business address is _____.

2. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor in all its activities pursuant to this Agreement. Neither Contractor nor any of its employees are to be considered County's employee or agent for any purpose including, but not limited to, the accrual of any employee benefits. Contractor is not authorized to represent County or otherwise bind County in any dealings between Contractor and third parties. Any employees furnished by Contractor under this Agreement shall be deemed to be Contractor's employees exclusively.

3. SCOPE OF THE WORK. Contractor shall furnish all labor, equipment, tools, materials, supplies, transportation, tests and supervision required to complete in a workmanlike manner the work described in the Engineered Stamped Drawings ("Drawings"), which were submitted with Contractor's bid.

4. PERIOD OF PERFORMANCE. This Agreement shall commence as of the date first written above and shall continue until terminated by either party in accordance with the terms of this Agreement. Contractor shall promptly commence Work and shall complete Work as required in the Project within _____.

5. PAYMENT FOR WORK. Payment for work satisfactorily completed shall be made within thirty (30) days of receipt of invoice by County's finance office. Payment will be made in a lump sum to Contractor after County is satisfied with the project. Contractor shall submit documentation supporting its entitlement to payment as required by County, and County shall have no obligation to pay Contractor unless and until County has received such documentation.

6. LICENSING REQUIREMENTS. Contractor represents and warrants that it holds a valid North Carolina General Contractor's License at all times in the performance of Work and that license meets the level of requirements for this project and shall submit to County a copy of said license.

7. PERMITS AND LICENSES. Unless otherwise agreed in writing in advance by County, Contractor shall obtain and pay for all licenses and permits that are required for it to perform Work.

8. **COMPLIANCE WITH LAWS/COMPLIANCE WITH RULES AND POLICIES OF COUNTY.** In performing the services pursuant to this Agreement, Contractor shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Contractor also shall comply with all rules and policies of County. Contractor will also perform background checks of his employees and require background checks of subcontractors.

9. **INSURANCE.** Contractor shall comply with the insurance requirements set forth in **Exhibit B**, attached and incorporated herein by reference.

No workers' compensation insurance shall be obtained by County concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

10. **TAXES.** Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Contractor shall substantiate, on demand by County, that all taxes and other charges are being properly paid.

Pursuant to N.C.G.S. § 105-164.14, County is eligible for sales and use tax refunds on all materials which become a permanent part of the construction. Contractor agrees to provide County such documentation as may be necessary to meet the requirements of the North Carolina Department of Revenue regarding requests for refund of sales and use taxes. Such requirements include those described in the North Carolina Department of Revenue Sales and Use Tax Technical Bulletins § 18-2(F), outlined below:

To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures, and equipment by a contractor, County must secure from a contractor certified statements setting forth the specific required information. A "certified statement" is a statement signed by a contractor's County, a corporate officer of a contractor, or an employee of a contractor who is authorized to provide information set forth in the statement. The certified statement must include all of the following information:

- a. The date the property was purchased;
- b. The type of property purchased;
- c. The cost of property purchased and the amount of sales and use taxed paid thereon;
- d. The vendor from whom the property was purchased;
- e. The project for which the property was purchased;

- f. If the property was purchased in the State of North Carolina, the county to which it was delivered, or, if the property was not purchased in the State of North Carolina, the county in which the property was used; and
- g. The invoice number of the purchase.

In the event Contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from Contractor's warehouse stock and the amount of State and local sales or use tax paid thereon by Contractor. Any local sales or use taxes included in Contractor's statements must be shown separately from the State sales or use taxes. Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by Contractor for use in performing the Contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by N.C.G.S. § 105-164.14(c). Examples of property on which sales or use tax has been paid by Contractor and which shall not be included in Contractor's certified statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals. Similar certified statements by Subcontractors must be obtained by Contractor and furnished to County.

Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to County. County is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefor.

11. **WARRANTY OF WORK.** Contractor warrants that all Work shall be new, unless otherwise agreed upon, and of good quality and performed in a good and workmanlike manner. Contractor shall, at its own expense, at the request of County, promptly replace or repair any defective or deficient Work for a period of one year after completion of Work. The express warranty contained in this section shall not diminish any of County's rights against Contractor with respect to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct Work.

12. **SAFETY.** Contractor shall establish and enforce safe working procedures at all times during its performance of Work in accordance with all federal, state and local laws, ordinances, rules and regulations pertaining to safety.

13. **AGE LIMITS.** No employee of Contractor under the age of 18 shall be permitted on property owned or leased by County.

14. **CLEANUP.** Contractor shall keep its work areas clean of debris and excess materials, and at the end of each day will leave its work areas in broom-clean condition. If

Contractor fails to clean up as required herein, County may clean up and deduct the cost from Contractor's payment. Contractor is also responsible for the removal of hazardous construction materials from the job site, and those will need to be disposed of in accordance with State, Federal and Local laws. Cleanup of the job site and removal of hazardous waste materials must occur within fourteen days.

15. **LIABILITY.** Contractor agrees to protect, defend, indemnify and hold County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

16. **DEFAULT/TERMINATION.** If Contractor fails or refuses to supply sufficient and properly skilled labor, equipment or materials, or fails in any respect to diligently prosecute Work, or otherwise is in default or breach of any term of this Agreement, County may terminate this Agreement upon 24 hours' written notice. In the event of such termination, Contractor immediately will stop work and remove its employees from County's property. County may complete the Work in whatever way it determines best, and at completion of the Work shall pay Contractor for the value of the Work performed by Contractor (excluding profit) but unpaid prior to the termination, less any costs incurred by County to correct any deficiencies or defects attributable to Contractor's work. If a bid bond has been required, the County will collect on the bid bond.

17. **TERMINATION FOR CONVENIENCE.** County may terminate this Agreement at any time upon three (3) days' written notice to Contractor. Such termination shall be effective in the manner specified in such written notice. Upon a termination for convenience, County shall pay Contractor for Work performed to the date of termination. Contractor shall accept such payment in full and final payment and shall make no claim of any kind against County, including but not limited to any claim for any additional payment.

18. **ASSIGNMENT.** Neither this Agreement, nor any payments to be earned pursuant to this Agreement, may be assigned by Contractor without the prior written consent of County.

19. **NO WAIVER.** County's not insisting upon strict compliance with any of the provisions of this Agreement, or not exercising any of its options provided herein, shall not be construed as a waiver of its right thereafter to require such compliance or to exercise any such options.

20. **E-VERIFY.** E-Verify is the federal program operated by the United States

Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles County to terminate this Agreement, without penalty, upon notice to Contractor.

21. IRAN DIVESTMENT ACT. Pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes, County must require most entities with which it contracts, which would include the Contractor under this Agreement, to certify that the entity is not identified on a list created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). This requirement is related to ensuring that entities with which local governments contract are not involved in investment activities in Iran. The Contractor certifies that: (i) it is not listed on the Final Divestment List; and (ii) it will not utilize any subcontractor performing work under this Agreement which is listed on the Final Divestment List.

22. ENTIRE AGREEMENT. This Agreement represents the entire agreement of the parties, and may not be modified except in writing signed by both parties.

23. GOVERNING LAW. This agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice Lee County, North Carolina.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed, this the day and year first above written.

ATTEST

LEE COUNTY

By: _____
Clerk to the Board of Commissioners

By: _____
County Manager

ATTEST

CONTRACTOR

By: _____

By: _____

EXHIBIT B
INSURANCE REQUIREMENTS

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

A. WORKERS' COMPENSATION
Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit
\$5,000	Medical Expense Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit - Any Auto

D. PROFESSIONAL LIABILITY

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. POLLUTION LIABILITY INSURANCE

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

G. ABUSE AND MOLESTATION INSURANCE

\$300,000 Per Claim
\$300,000 Aggregate Limit

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

Lee COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Lee County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Lee County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 408 Summit Avenue, Sanford NC 27330, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Lee, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:
 - Department: _____
 - Contract #: _____
- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Lee County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
 - Lee County
 - Attention: Risk Manager
 - 408 Summit Avenue
 - Sanford, NC 27330
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not

limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

LEE COUNTY

Committed Today for a Better Tomorrow

ITEM #:
VII. D.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: Lee County 2019 Post-65 Retiree Health Insurance Plan Renewal

DEPARTMENT: Human Resources

CONTACT PERSON: Joyce McGehee, Human Resources Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve proposed 2019 Retiree Health Insurance recommendations and authorize the Chair to sign required documents
BUDGET IMPACT	Costs for 2019 is approximately \$316,186
ATTACHMENTS	Renewal Synopsis
PRIOR BOARD ACTION	None
RECOMMENDATION	Approve proposed 2019 Retiree Health Insurance recommendations and authorize the Chair to sign required documents
SUMMARY	

It is proposed that the current post-65 retiree health insurance benefit vendor remain the same for 2019. The Aetna plan is a Medicare advantage plan that works in addendum with Medicare Part A and Part B for retirees who have attained the age of 65. To qualify, an employee must have been hired prior to March 1, 2010, and have attained 20 years in the Retirement System with the last 15 years consecutively working in Lee County Government.

The current plan cost \$304.39 per month per retiree. The cost for 2019 will decrease to \$286.40 per month per retiree. There are currently 88 post-65 five retirees in the plan. Four retirees will come into the plan in 2019. The annual cost will be \$3,436.80 per retiree. If the post-65 retiree were on the regular insurance plan, the annual cost would be \$7,337.68 per retiree.

The overall cost decrease for 2019 is 6 percent annually.



Mark III Employee Benefits



MEDICAL PLAN UPDATE

2019 MAPD Renewal

September 17, 2018

2019 MAPD Renewal



MEDICARE ADVANTAGE RATE PROPOSAL

Plan Sponsor Name: County of Lee
 Plan Sponsor Unique ID: 89957314
 Group Number: AE460449
 Policy Period Start Date: 01/01/2019
 Policy Period End Date: 12/31/2019
 Medical Plan: Medicare (SO1) ESA PPO
 Pharmacy Plan: 1211
 Hearing Aid Reimb Adjustment: \$500 / 36 months
 Lens Plan Option: Discounts Only
 Fitness Rider: Not Covered
 Dental Rider: Not Covered

- Please refer to the Financial Condition and Plan Design Exhibits for an outline of the level of benefits quoted, as well as the terms and conditions of this proposal.
- Your Aetna Group Medicare Plan for January 1, 2019 will be automatically renewed if we do not hear from you by October 1, 2018.
- Filled benefits (including copayment amounts), value added services and premiums are subject to CMS approval, and are effective January 1, 2019 through December 31, 2019
- All rates are on a Per Member Per Month (PMPM) basis.
- These rates include commissions in the amount of \$7.08 PMPM. Please refer to the commissions schedule provided to you by your Aetna representative.
- The Affordable Care Act imposed a Health Insurer Fee (hereinafter "HIF") that took effect in 2014. The HIF is a recurring, annual, industry fee assessed based on each insurer's share of the fully insured market, as determined by the IRS. The HIF was applied for calendar year 2018 but was temporarily suspended for the 2019 calendar year. If there are no further legislative changes, the rates labeled "Excluding HIF" below will apply for 2018. Without further legislative action, the HIF will apply again for the 2020 calendar year and beyond.
- NATIONAL RATES ARE ILLUSTRATIVE ONLY. The national average medical and pharmacy rates are for reference purposes. The detailed rate table below displays the actual rates that apply.

ILLUSTRATIVE NATIONAL RATES

	Medical Rate Excluding HIF	Pharmacy Rate Excluding HIF	Total Rate Excluding HIF
Current	\$135.13	\$169.25	\$304.38
Proposed	\$114.91	\$171.49	\$286.40
Change	-\$20.22	\$2.23	-\$17.99
Total Medicare Eligible Members			85

State	Medicare Eligible Members	Medical Rate Excluding HIF	Pharmacy Rate Excluding HIF	Total Rate Excluding HIF
North Carolina	84	\$114.91	\$171.49	\$286.40
South Carolina	1	\$114.91	\$171.49	\$286.40

2018 MAPD Renewal



2018 MAPD Renewal

Lee County Medicare Advantage

	2016		2017		2018		2019	
	In-Network	Non-Network	In-Network	Non-Network	In-Network	Non-Network	In-Network	Non-Network
Network access: No referrals								
Annual Out of Pocket (OOP) Maximum for In-and Out-of-Network Medicare covered services	Aetna: RX 1211 \$4,000		Aetna: RX 1211 \$4,000		Aetna: RX 1211 \$4,000		Aetna: RX 1211 \$4,000	
Deductible	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Visits - Primary Care Physician	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Routine Physical Exams	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Visits - Specialist	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Chiropractic	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15
Hearing Exam	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Routine Vision	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Vision Hardware Allowance	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Urgent Care	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Emergency Care	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Ambulance	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Inpatient Care per admit	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
Outpatient Surgery	0%	0%	0%	0%	0%	0%	0%	0%
Outpatient Facility	0%	0%	0%	0%	0%	0%	0%	0%
Outpatient Therapies	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Inpatient Mental Health per admit	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
Outpatient MH/SA - individual	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Outpatient MH/SA - group sessions	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Skilled Nursing - \$0 for days 1 - 10, \$75 copay for days 11 - 100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Home Health Care	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DME(member coinsurance)	20%	20%	20%	20%	20%	20%	20%	20%
Diabetes Supplies	0%	0%	0%	0%	0%	0%	0%	0%
Diagnostic Tests, X-rays, and Labs	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Bone Mass/Colorectal/Prostate	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Immunizations/Mammograms/Pap/Pelvic	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Part B Drugs (member coinsurance, when covered under medical benefit)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Benefits the same for in and out of network for entire plan.		Benefits the same for in and out of network for entire plan.		Benefits the same for in and out of network for entire plan.		Benefits the same for in and out of network for entire plan.	
	All preventive care services are to be covered at 100% per the Affordable Care Act		All preventive care services are to be covered at 100% per the Affordable Care Act		All preventive care services are to be covered at 100% per the Affordable Care Act		All preventive care services are to be covered at 100% per the Affordable Care Act	
	Discounts only		Discounts only		Discounts only		Discounts only	
	\$500 Hearing Aid allowance every 36 months		\$500 Hearing Aid allowance every 36 months		\$500 Hearing Aid allowance every 36 months		\$500 Hearing Aid allowance every 36 months	

2018 MAPD Renewal



2018 MAPD Renewal

Lee Medicare Part D Rx Comparison

	2016		2017		2018		2019	
	Aetna: RX 1211 30 DAY	90 DAY	Aetna: RX 1211 30 DAY	90 DAY	Aetna: RX 1211 30 DAY	90 DAY	Aetna: RX 1211 30 DAY	90 DAY
Member Pays:								
Rx - Retail 30/60/90 day supply:								
Deductible	None	None	None	None	None	None	None	None
Select Generics	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Generic Copay	\$5	\$10	\$5	\$10	\$5	\$10	\$5	\$10
Preferred Brand Copay	\$30	\$60	\$30	\$60	\$30	\$60	\$30	\$60
Non-Preferred Brand Copay	\$60	\$120	\$60	\$120	\$60	\$120	\$60	\$120
Specialty Coinsurance	\$60	\$120	\$60	\$120	\$60	\$120	\$60	\$120
Rx - Mail Order 30/60/90 day supply:								
Deductible	None	None	None	None	None	None	None	None
Select Generics	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Generic Copay	\$5	\$10	\$5	\$10	\$5	\$10	\$5	\$10
Preferred Brand Copay	\$30	\$60	\$30	\$60	\$30	\$60	\$30	\$60
Non-Preferred Brand Copay	\$60	\$120	\$60	\$120	\$60	\$120	\$60	\$120
Specialty Coinsurance	\$60	\$120	\$60	\$120	\$60	\$120	\$60	\$120
Coverage Gap -	Copays apply; no gap in coverage		Copays apply; no gap in coverage		Copays apply; no gap in coverage		Copays apply; no gap in coverage	
Rx - Coverage Gap Retail 30/60/90 day supply:								
Deductible	None	None	None	None	None	None	None	None
Select Generics	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Generic Copay	\$5	\$10	\$5	\$10	\$5	\$10	\$5	\$10
Preferred Brand Copay	\$30	\$60	\$30	\$60	\$30	\$60	\$30	\$60
Non-Preferred Brand Copay	\$60	\$120	\$60	\$120	\$60	\$120	\$60	\$120
Specialty Coinsurance	\$60	\$120	\$60	\$120	\$60	\$120	\$60	\$120
Rx - Coverage Gap Mail Order 30/60/90 day supply:								
Deductible	None	None	None	None	None	None	None	None
Select Generics	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Generic Copay	\$5	\$10	\$5	\$10	\$5	\$10	\$5	\$10
Preferred Brand Copay	\$30	\$60	\$30	\$60	\$30	\$60	\$30	\$60
Non-Preferred Brand Copay	\$60	\$120	\$60	\$120	\$60	\$120	\$60	\$120
Specialty Coinsurance	\$60	\$120	\$60	\$120	\$60	\$120	\$60	\$120
Initial Coverage Limit	\$3,310		\$3,700		\$3,750		\$3,820	
Coverage Gap	After your yearly out-of-pocket drug costs reach \$4,850. Greater of \$2.65 for generic/multiple source drugs (\$6.60 for all others) or 5% coinsurance		After your yearly out-of-pocket drug costs reach \$4,950. Greater of \$3.30 or 5% for covered generic (including brand drugs treated as generic) drugs. Greater of \$8.25 or 5% for all other covered drugs.		After your yearly out-of-pocket drug costs reach \$5,000. Greater of \$3.35 or 5% for covered generic (including brand drugs treated as generic) drugs. Greater of \$8.35 or 5% for all other covered drugs.		After your yearly out-of-pocket drug costs reach \$5,100. Greater of \$3.40 or 5% for covered generic (including brand drugs treated as generic) drugs. Greater of \$8.50 or 5% for all other covered drugs.	
Change	\$264.93	107.00%	\$279.93	105.66%	\$304.39	106.74%	\$286.40	94%

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

ITEM #:
VIII. A.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: September 17, 2018

SUBJECT: County Manager's Monthly Report for September 2018.

DEPARTMENT: Administration

CONTACT PERSON: John Crumpton, County Manager

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	County Manager's Monthly Report for the month of September 2018
BUDGET IMPACT	N/A
ATTACHMENTS	1) Monthly Report for September 2018 2) Lee County Parks and Recreation Advisory Board Agenda August 2018 3) Monthly Tax Collections Report for August 2018 4) TRC Report for August 2018 5) Building Inspections/Permits Report for August 2018
PRIOR BOARD ACTION	N/A
SUMMARY	

The County Manager has provided his monthly report for the month of September 2018.

County Manager's Report – September 17, 2018

Ongoing Projects

Courthouse Renovations – Moseley Architects has completed the preliminary work on the draft plans for the courthouse. Due to Hurricane Florence preparations, I have not shared the plans with all departments and offices. I plan to do this over the next couple of weeks. I will be sending the plans to the Commissioners over the next couple of weeks. Once the BOC gives us preliminary approval, we plan to give the architect the go ahead for construction drawings on the first phase in October or November.

Park Master Plans – the Parks and Recreation Advisory Board gave approval to phase one of the Park Master Plans. Withers and Ravenel will present those plans to the Commissioners at the October 15 meeting.

Other Items

None this month.

Reports

Tax Report – Attached please find the Tax Collection Summary Report for August.

Community Development/Activity Summary – The Technical Review Committee Agenda Memorandum for August is attached for review.

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

Parks and Recreation Advisory Board Report – August Agenda & Report.

Upcoming Meetings/Events:

September 27 – Terminal Building Groundbreaking – Airport – 8:00 am

September 27 – TJCOG Economic Summit – Dennis Wicker Civic Center – 9:30 am

October 15 – Proposed date for Single Regular Commissioners Meeting in October – Government Center – 6:00 pm

November 5 – Regular Commissioners Meeting – 6:00 pm

November 19 – Regular Commissioners Meeting – 6:00 pm

MEETING
Monday, August 27, 2018
5:30 P.M.

Commissioners' Meeting Room
Lee County Government Center
106 Hillcrest Drive, Sanford, NC

AGENDA

- I. Call to Order**
- II. Approval of Minutes**
- III. Additions and/or Approval of Agenda**
- IV. Petitions & Communications (public comment)**
- V. Old Business**
 - A. Kiwanis Family Park Update**
 - B. Master Plan Progress Update**
- VI. New Business**
 - A. Consider draft policy for Lee County Facility Use**
- VII. Director's Report**
- VIII. Adjournment-**

BACKGROUND NOTES

Parks & Recreation Commission Meeting

August 27, 2018

John W. Payne

Greetings to all of you. Happy dog days of Summer! Things have been quite busy this summer with many good things happening.

You may have read that the City of Sanford selected a contractor for the splash pad project at Kiwanis Family Park. I hope to have a construction timeline soon for that project. It's my understanding that some value engineering will be necessary as the project was a bit over budget. Hopefully, I will be able to give you a better idea in this regard by the time we meet next week.

A draft master plan for each of 4 parks has been completed with estimated costs. Attached, you will find the cost estimates for each of the four parks. John Crumpton, County Manager, will be making a presentation to the Board of County Commissioners at their meeting this evening 8/20/2018. I will share the elected board's comments with you when we meet next week. Lee County opted for a bond total of \$2,000,000. Some money must be spent on each of the parks. As you will see, there will need to be several phases of work to meet the master plan recommendation totals for the parks.

Lee County legal staff has developed a draft policy for facility rentals. You will find these attached to your packet. The policy sets a framework in which facilities are available for use and a hierarchy established for user groups. The attached cost sheet is for facility use by Lee County residents. Outside groups conducting tournaments pay more than the costs listed.

It has indeed been a busy summer for Parks & Recreation. A new Recreation/Aquatics Supervisor is now on staff. Cindy Castle comes to us from Asheboro Parks & Recreation where she held a similar position. She will be a great addition to our team here! Pool operations went pretty smoothly for the most part. Pool staff was really young this year but did a great job! Summer camps went well with good participation numbers in the new building.

Athletic programs went well. All-Star teams performed very well with each age group in baseball winning a state title and one of those teams playing in the Dixie Youth World Series. Congratulations to them for a great athletic season.

Work is underway at Lett Family Park in Broadway to make improvements. Thus far, handicap access to the outside restrooms and Community Building has been established with a concrete parking pad and sidewalk. A painting contractor is currently refurbishing the interior of the building. Quotes for other work such as exterior repairs, roofing, and siding are being accepted. \$150,000 of the \$2M bond has been set aside for this work which will also include a playground.

San-Lee Park has been hit hard with the recent heavy rains. Staff however has done great work in making the repairs needed to keep the park safe for patrons. San-Lee Park also hosted county employees and their families recently with a day in the park. There was food, games, paddle boats, fishing, hiking, and other activities that made for a very successful event.

I hope to see you on the 27th. Please let Judy know your attendance plans. John P

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ESTIMATE OF PROBABLE COST

HORTON PARK COST ESTIMATES

LEE COUNTY PARKS MASTER PLAN COST ESTIMATES
Union: District of Migration Estimate of Probable Capital Improvement Costs (July 2018)

HORTON PARK

	Unit	Quantity	Unit Cost	Subtotal	Description
Horton Park - 9.60 acres					
A. Site Prep & Demo					
1	Mobilization and General Conditions	lump sum	1	\$50,000.00	
2	Survey and Layout	lump sum	1	\$15,000.00	
3	Demolition	allowance	1	\$75,000.00	
4	Site Clearing	acre	3.0	\$5,000.00	pump house, basketball court, utilities, pool, misc items, hauling
5	Site Grading including on-site balancing	allowance	3.0	\$8,000.00	clear and grub - approximately 30% of site
6	Erosion Control	in ft	1,400	\$5.00	slit fence
	Subtotal:			\$186,000	
B. Utilities					
1	Water Service Upgrades & Relocations	allowance	1	\$15,000.00	new service, valves, pipes, testing, taps, rppb
2	Sanitary Service Upgrades & Relocations	allowance	1	\$18,000.00	new service, manholes, pipes, testing
3	Electrical Service Supply	allowance	1	\$15,000.00	transformers, supply, conduits, meters, upgrades & relocations
4	Stormwater System	allowance	1	\$25,000.00	inlets, piping, outfalls, culverts, swales
5	Lighting - pedestrian	each	15	\$6,500.00	12' lamp height, decorative poles, foundation, conduit
6	Lighting - parking	each	4	\$12,500.00	14-16' lamp height, decorative poles, foundation, conduit
7	Lighting - basketball	lump sum	1	\$15,000.00	LED package, 4-pole (25')
8	Lighting - softball	lump sum	1	\$55,000.00	LED system, 50/30 6-poles, 20 fixtures w/controls
	Subtotal:			\$280,500	
C. Buildings and Structures					
1	Office / Restroom Building	lump sum	1	\$160,000.00	update existing - replace concessions with office
2	Shower / Restroom Building	lump sum	1	\$180,000.00	720 sf restroom and shower for splashpad
3	Group Shelters	allowance	2	\$6,000.00	renovate existing, new roof, paint
4	Picnic Shelter - Family	each	3	\$18,000.00	12' x 12' prefabricated, metal roof, concrete slab
5	Picnic Shelter - Group	each	1	\$30,000.00	12' x 24' prefabricated, metal roof, concrete slab
6	Shade Structures	each	3	\$8,500.00	single shade rectangular umbrellas
7	Pedestrian Bridge	allowance	1	\$35,000.00	prefabricated, wood decking
	Subtotal:			\$496,500	
D. Park Elements					
1	Splash pad - approximately 5,000 SF	allowance	1	\$300,000.00	above-ground & in-ground sprays, pump, vaults, filtration
2	Softball Field Renovation	allowance	1	\$45,000.00	bleachers
3	Entry Sign	each	1	\$20,000.00	new sign per county standard
4	Playgrounds	allowance	1	\$150,000.00	add & update equipment, replace resilient surfacing
5	Basketball	each	1	\$12,000.00	resurface, replace backboards/nets, striping
	Subtotal:			\$602,000	
6 Wayfinding and signage					
7	Site Furnishings	allowance	1	25000	trail signage, directional signage, safety signage for splash pad
	Subtotal:			\$50,000	tables, benches, trash receptacles, drinking fountains
				\$602,000	
E. Hardscape					
1	Sidewalks	sq ft	10,000	\$4.50	6' wide concrete
2	Walking trail	ln ft	3,000	\$20.00	10' wide asphalt
3	Parking / Vehicle Paving	sq yd	1,700	\$25.00	asphalt paving, park entry drives, parking areas, striping
4	Specialty Plaza and Walks	sq ft	2,500	\$18.00	concrete pavers
	Subtotal:			\$192,500	
F. Landscape					
1	General landscape improvements	allowance	1	\$75,000.00	trees, shrubs and ornamental plantings
	Subtotal:			\$75,000	
				\$75,000	
Horton Park Subtotal:				\$1,842,500	
Construction Fees and Contingency					
Contingency (20%)					
Design, Permitting & Inspection (1.8%)					\$368,500
					\$397,900
Construction Fees and Contingency Subtotal:					\$766,400
TOTAL:				\$2,608,980	

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ESTIMATE OF PROBABLE COST

KIWANIS CHILDREN'S PARK COST ESTIMATES

LEE COUNTY PARKS MASTER PLAN COST ESTIMATES
 Volume: Order of Magnitude Estimate of Probable Capital Improvements (July, 2018) **KIWANIS CHILDREN'S PARK**

	Unit	Quantity	Unit Cost	Subtotal	Description
Kiwanis Children's Park - 4.6 acres					
A. Site Prep & Demc					
1	Mobilization and General Conditions	lump sum	1	\$35,000.00	
2	Survey and Layout	lump sum	1	\$15,000.00	
3	Site Clearing	acre	2.0	\$5,000.00	clear and grub - approximately 50% of site
4	Site Grading with on-site balancing	acre	2.0	\$8,000.00	
5	Erosion Control	ln ft	1,200	\$5.00	silt fence / wattle
6	Construction Entrance	each	1	\$3,000.00	
7	Demolition	allowance	1	\$35,000.00	existing restroom, tennis courts, pavilion, hauling
	Subtotal:			\$120,000	
B. Utilities					
1	Sanitary Service Supply & Upgrades	allowance	1	\$7,500.00	new service, manholes, pipes, testing
2	Water Service Supply & Upgrades	allowance	1	\$8,000.00	new service, valves, pipes, testing, taps, r/obj
3	Stormwater System	allowance	1	\$40,000.00	inlets, piping, outfalls, culverts, swales
4	Electrical Service Supply	allowance	1	\$20,000.00	transformers, supply, conduits, meters, upgrades & relocations
5	Lighting - pedestrian	each	10	\$6,500.00	12' lamp height, decorative poles, foundation, conduit
6	Lighting - Parking	each	6	\$12,500.00	14-16' lamp height, decorative poles, foundation, conduit
7	Lighting - Tennis Courts	allowance	1	\$30,000.00	LED package, 6-pole (25')
	Subtotal:			\$245,000	
C. Buildings and Structures					
1	Group Shelter w/ Restroom & Storage	allowance	1	\$180,000.00	1,200 sf, restrooms and pavilion and bike repair station
2	Picnic Shelter - Family	each	3	\$18,000.00	12' x 12' prefabricated, metal roof, concrete slab
3	Picnic Shelter - Group	each	2	\$30,000.00	12' x 24' prefabricated, metal roof, concrete slab
	Subtotal:			\$234,000	
D. Park Elements					
1	Playgrounds	allowance	1	\$250,000.00	add / update, replace resilient surfacing, nature play area
2	Tennis Courts - resurface	lump sum	1	\$20,000.00	resurface existing, colored, striping, net, fencing, 2 courts
3	Tennis Courts - new	lump sum	1	\$75,000.00	asphalt, colored, striping, net, fencing, 2 courts
4	Wayfinding and signage	allowance	1	\$65,000.00	entry signs (2), trailhead signage, educational signage for stream
5	Site Furnishings	allowance	1	\$30,000.00	tables, benches, trash receptacles, drinking fountains, etc.
6	Public Art	allowance	1	\$10,000.00	at entrance from Carthage and Park corner
	Subtotal:			\$450,000	
E. Hardscape					
1	Stolewalks	sq ft	8,500	\$4.50	6' wide concrete
2	Parking / Vehicle Paving	sq yd	1,500	\$25.00	asphalt parking
3	Specialty Plaza & Walks	sq ft	3,000	\$18.00	concrete pavers, sand set
	Subtotal:			\$128,750	
F. Landscape					
1	General landscape improvements	allowance	1	\$75,000.00	trees, shrubs and ornamental plantings
2	Stream restoration	allowance	1	\$50,000.00	bank stabilization and plantings
	Subtotal:			\$125,000	
Kiwanis Children's Park Subtotal				\$1,364,750	
Construction Fees and Contingency					
	Contingency (20%)			\$272,950	
	Design, Permitting & Inspection (18%)			\$244,678	
Construction Fees and Contingency Subtotal:				\$567,528	
TOTAL:				\$1,931,778	

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ESTIMATE OF PROBABLE COST

D. Community Center			
1	Community center building	lump sum	1 \$10,450,000.00
<i>Subtotal:</i>			\$10,450,000
			\$10,450,000

38,000 SF, two b-ball courts, gymnastics, admin, lockers

E. Park Elements			
1	Large playground	lump sum	1 \$200,000.00
2	Resilient surfacing	sq ft	12,000 \$8.00
3	Small Playground	allowance	1 \$60,000.00
4	Resilient surfacing	sq ft	3,500 \$14.00
5	Nature playground	allowance	1 \$80,000.00
6	Resilient surfacing	sq ft	4,000 \$14.00
7	Tennis Courts - New	allowance	3 \$75,000.00
8	Tennis Courts - Resurface	each	3 \$10,000.00
9	Splash Pad at Pool	allowance	1 \$80,000.00
10	BMX Pump Track	allowance	1 \$100,000.00
11	Soccer Field - Artificial Turf	allowance	1 \$750,000.00
12	Disc Golf Relocations	allowance	1 \$20,000.00
13	Softball Field Renovations	allowance	1 \$40,000.00
14	Wayfinding and Signage	allowance	1 \$50,000.00
15	Site Furnishings	allowance	1 \$100,000.00
16	Public Art	allowance	1 \$10,000.00
<i>Subtotal:</i>			\$1,846,000

\$200,000	Multilevel, inclusive
\$96,000	engineered wood chips
\$60,000	inclusive
\$49,000	poured in place, rubber, decorative pattern
\$80,000	includes surfacing
\$56,000	poured in place, rubber, decorative pattern
\$225,000	include striping for pickleball
\$30,000	include striping for pickleball
\$80,000	2,500 sf on ext pool deck, upgrade pump systems
\$100,000	dirt pump track
\$750,000	FIFA regulation size field - 360'x240'
\$20,000	relocated holes as necessary for park improvements
\$40,000	new backstop, fencing, turf replacements
\$50,000	informational, directional, regulatory, trail
\$100,000	tables, benches, trash receptacles, drinking fountains, etc.
\$10,000	monument for community center

F. Hardscape			
1	Sidewalks	sq ft	41,000 \$4.50
2	Parking / Vehicle Paving	sq yd	21,500 \$25.00
3	Curb & Gutter	ln ft	10,000 \$18.00
4	Specialty Piazas & Walks	sq ft	26,000 \$8.00
5	Multi-Use Trail	ln ft	8,200 \$20.00
<i>Subtotal:</i>			\$1,274,000

\$184,500	6' wide concrete
\$537,500	asphalt parking and new roadways
\$180,000	6" curb, 18" gutter
\$208,000	concrete pavers
\$164,000	10' wide asphalt

F. Landscape			
1	General landscape improvements	allowance	1 \$150,000.00
<i>Subtotal:</i>			\$150,000
			\$150,000

trees, shrubs and ornamental plantings

O.Y. Sloan Park Total \$18,669,000

Construction Fees and Contingency			
	Contingency (20%)		
	Design, Permitting & Inspection (18%)		
Construction Fees and Contingency Subtotal:			\$7,763,808

TOTAL \$26,426,808

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ESTIMATE OF PROBABLE COST

TEMPLE PARK COST ESTIMATES

LEE COUNTY PARKS MASTER PLAN COST ESTIMATES **TEMPLE PARK**
Version: Order of Magnitude Estimate of Probable Capital Improvement Costs (July 2018)

	Unit	Quantity	Unit Cost	Subtotal	Description
Temple Park - 4.58 acres					
A. Site Prep & Demo					
1	Mobilization and General Conditions	lump sum	1	\$35,000.00	
2	Survey and Layout	lump sum	1	\$20,000.00	
3	Demolition	allowance	1	\$25,000.00	restroom, maintenance building, backstop and fences
4	Site Clearing	acre	3.5	\$5,000.00	clear and grub - approximately 75% of site
5	Site Grading including on-site balancing	acre	3.5	\$8,000.00	
6	Erosion Control / Wattle	lin ft	1,200	\$5.00	silt fence, control wattle
7	Construction Entrance	each	2	\$3,000.00	
Subtotal:				\$137,900	
B. Utilities					
1	Sanitary Service Supply	allowance	1	\$20,000.00	new service 4", manholes, pipes, testing, cut/patch street
2	Water Service Supply	allowance	1	\$15,000.00	new service 1"-2", valves, pipes, testing, taps, 2" rpbp
3	Electrical Service Supply	allowance	1	\$20,000.00	transformers, supply, conduits, meters, upgrades & relocations
4	Stormwater System	allowance	1	\$35,000.00	inlets, piping, outfalls, culverts, swales
5	Repair 48" RCP	lump sum	1	\$105,000.00	450 lin ft 48" RCP, upgrade outfall at 7th St
6	Lighting - pedestrian	each	20	\$6,500.00	12' lamp height, decorative poles, foundation, conduit
7	Lighting - Parking	each	4	\$12,500.00	14-16' lamp height, decorative poles, foundation, conduit
Subtotal:				\$375,000	
C. Buildings and Structures					
1	Concession / Maintenance Building	allowance	1	\$270,000.00	1,800 sf, maintenance/storage, concessions, restrooms
2	Picnic Shelter - Family	each	1	\$18,000.00	12' x 12' prefabricated
3	Picnic Shelter - Group	each	2	\$30,000.00	12' x 24' prefabricated
Subtotal:				\$348,000	
D. Park Elements					
1	Playground	allowance	1	\$150,000.00	new equipment, resilient surfacing
2	Basketball Court	allowance	1	\$30,000.00	full court, color surface, striping
3	Softball Field Renovation	allowance	1	\$40,000.00	new backstop, fencing, turf replacements
4	Wayfinding and Signage	allowance	1	\$15,000.00	regulatory & informational
5	Site Furnishings	allowance	1	\$30,000.00	tables, benches, trash receptacles, drinking fountains
6	Public Art	allowance	1	\$25,000.00	Spinners monument, commission, installation
Subtotal:				\$280,000	
E. Hardscape					
1	Sidewalks	sq ft	14,000	\$4.50	6' wide concrete
2	Parking / Vehicle Paving	sq yd	1,000	\$25.00	asphalt parking
3	Specialty Plazas & Walks	sq ft	5,500	\$18.00	concrete pavers
Subtotal:				\$187,000	
F. Landscape					
1	General landscape improvements	allowance	1	\$75,000.00	trees, shrubs and ornamental plantings
Subtotal:				\$75,000	
Temple Park Subtotal				\$1,412,500	
Construction Fees and Contingency					
Contingency (20%)				\$282,500	
Design, Permitting & Inspection (18%)				\$305,100	
Construction Fees and Contingency Subtotal:				\$587,600	
TOTAL				\$2,000,100	

Sanford/Lee County Zoning & Design Review Dept.

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

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

TO: SANFORD / LEE COUNTY / BROADWAY (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.: Amy J. McNeill, Zoning Administrator
Sanford/Lee Co. Zoning & Design Review Dept.: Alexandria Voignier, Planner II
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 Kovaschitz, 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: 08-30-2018

RE: TRC meeting on **Thursday August 30, 2018 at 9:00 am** in the Buggy Conference Room of the historic Buggy Company Building at 115 Chatham Street to review the following project(s):

TRC-23-18

9:00 AM – Multi-Family on Dalrymple – Concept Review

LOCATION: 2505 Dalrymple St. Sanford, NC

LEE CO. PIN NO.: 9652-61-0830-00, 9652-61-2624-00, and a portion of 9652-61-7648-00

ZONING: C2 Commercial

ACRES: 6.76 +/- (Proposing to combine)

DESCRIPTION: Proposed new development of 132 (both 2/3 bedroom) multi-family units with required/proposed site improvements.

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

STREET(s): Existing Public Street (Both City and NCDOT maintained).

JURISDICTION: Sanford, inside corporate City limits.

APPLICANT: John Cooper | 919.777.2826 | john.cooper@southeasterncompanies.com

PROJECT MANAGER: John Cooper | 919.777.2826 | john.cooper@southeasterncompanies.com

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

TRC-24-18

9:30 AM –Stone Brook Subdivision– Major Subdivision Concept Review

LOCATION: 0 Boone Trail Road, Sanford NC 27330

LEE CO. PIN NO.: 9634-14-7642-00, 9634-04-4681-00, and 9624-96-0209-00

ZONING: RR

ACREAGE: 86 +/- acres.

DESCRIPTION: Proposed single family residential subdivision with 379 lots of 8,000 sf min lot size and multi-family in the future.

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

STREET(s): Both streets are existing NCDOT maintained. Proposed streets are to be City maintained.

JURISDICTION: Currently Lee Count proposed to be annexed into the corporate City limits.

NOTE(S): Proposed to be Conditional Zoning and contains floodplain.

APPLICANT: Terry Slate | 919.868.1298 | terry@dukelazzera.com

PROJECT MANAGER: Ken Bright | 919.776.3444 | kwbright@kenbrightengineering.com

PLANNER: Amy McNeill | 919.718.4656 ext. 5397 | amy.mcneill@sanfordnc.net

TRC-25-18

10:00 AM – San Lee Soccer Academy –Commercial Plan Review

LOCATION: TBD Industrial Dr. Sanford NC 27330

LEE CO. PIN NO.: 9652-61-0830-00 and 9651-59-3123-00

ZONING: C2 Commercial and OI Office and Institutional

ACRES: 7 +/-

DESCRIPTION: Proposed new construction of soccer field, restrooms, and concessions with required site improvements.

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

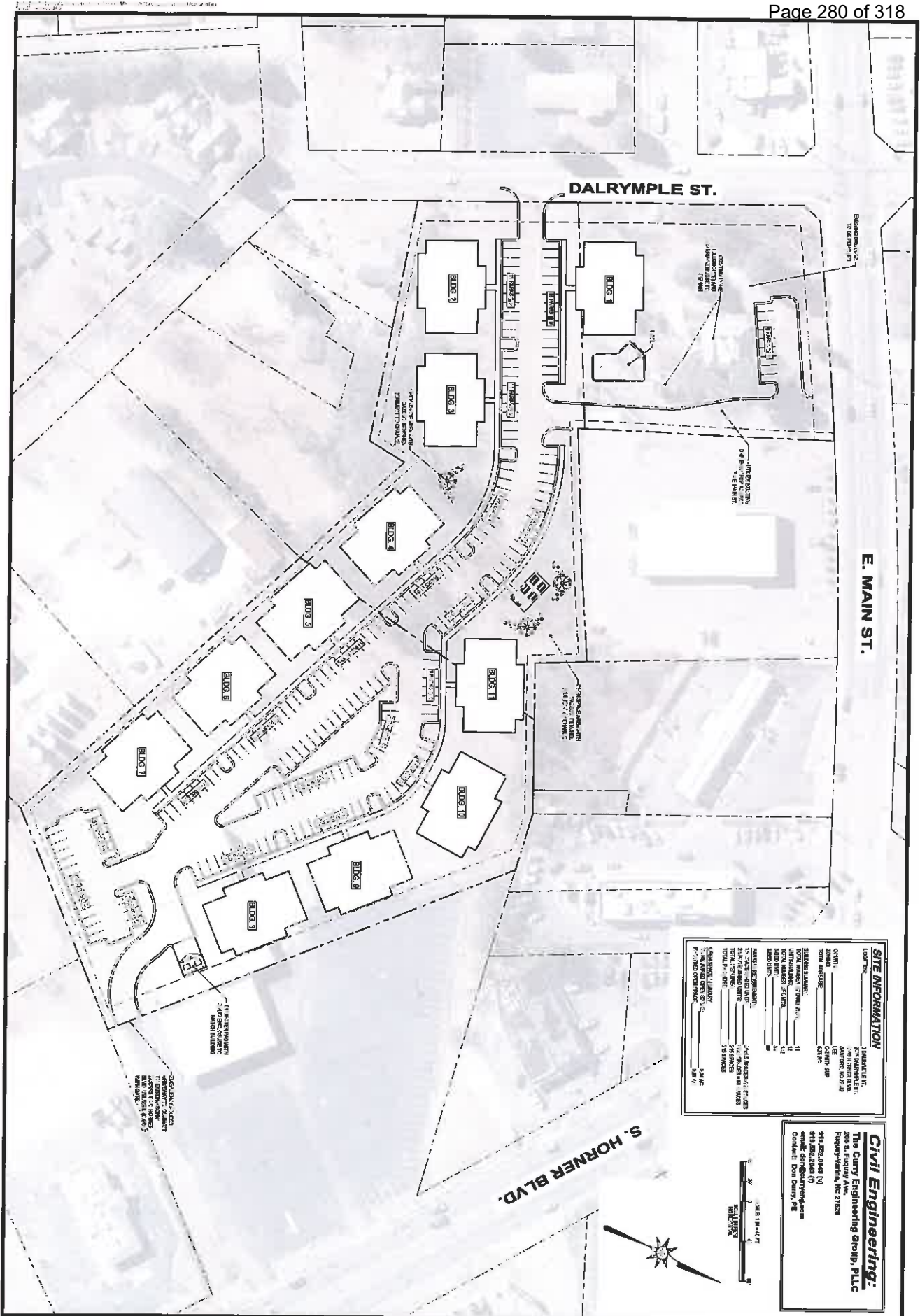
STREET(s): Proposed Public Street (NCDOT maintained).

JURISDICTION: Sanford, inside corporate City limits.

APPLICANT: Tim Blodgett | 860.888.6829 | tim@sanleesoccer.com

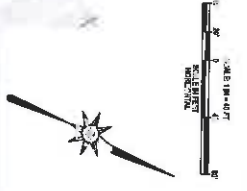
PROJECT MANAGER: Tim Blodgett | 860.888.6829 | tim@sanleesoccer.com

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

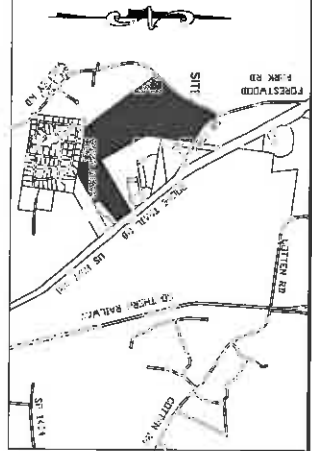


SITE INFORMATION	
1. LOCATION:	0. QUANTILE ST.
2. COUNTY:	2. SANFORD ST.
3. TOTAL AREA:	3. SANFORD ST.
4. TOTAL AREA:	4. SANFORD ST.
5. TOTAL AREA:	5. SANFORD ST.
6. TOTAL AREA:	6. SANFORD ST.
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15. TOTAL AREA:	15. SANFORD ST.
16. TOTAL AREA:	16. SANFORD ST.
17. TOTAL AREA:	17. SANFORD ST.
18. TOTAL AREA:	18. SANFORD ST.
19. TOTAL AREA:	19. SANFORD ST.
20. TOTAL AREA:	20. SANFORD ST.

Civil Engineering:
 The Curry Engineering Group, PLLC
 205 S. Foyalty Ave.
 Pocomoke, MD 21768
 410.862.0444 (O)
 410.862.2444 (F)
 email: ceng@curryeng.com
 website: www.curryeng.com
 Principal: Don Curry, PE



DATE:	DATE:	DATE:	DATE:
TIME:	TIME:	TIME:	TIME:
BY:	BY:	BY:	BY:
SCALE:	SCALE:	SCALE:	SCALE:



VICINITY MAP - NTS

PRELIMINARY PLAT
STONE BROOK SUBDIVISION

1. SITE ADDRESS: 11500 N. PATTON RD., SANFORD, NC 27330
 2. DATE: 8/1/18
 3. PROJECT: STONE BROOK SUBDIVISION
 4. CLIENT: KEN BRIGHT ASSOCIATES, LLC
 5. PROJECT NO.: 18-001

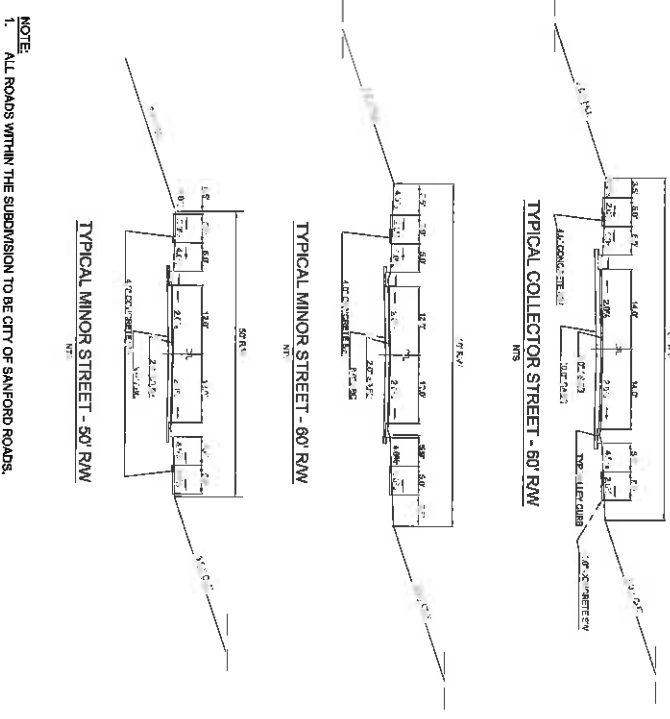
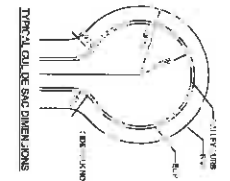
GENERAL NOTES:

1. THIS PLAT IS A PRELIMINARY PLAT AND IS NOT TO BE USED FOR CONSTRUCTION.
2. THIS PLAT IS SUBJECT TO ALL APPLICABLE ZONING ORDINANCES AND REGULATIONS OF THE CITY OF SANFORD, NC.
3. THE PROPERTY IS LOCATED WITHIN THE 2014 PLAT OF THE STONE BROOK SUBDIVISION.
4. THE PROPERTY IS SUBJECT TO ALL APPLICABLE EASEMENTS AND ENCUMBRANCES.
5. THE PROPERTY IS SUBJECT TO ALL APPLICABLE TAXES AND FEES.
6. THE PROPERTY IS SUBJECT TO ALL APPLICABLE RECORDING FEES.
7. THE PROPERTY IS SUBJECT TO ALL APPLICABLE TITLE INSURANCE.
8. THE PROPERTY IS SUBJECT TO ALL APPLICABLE SURVEYING FEES.
9. THE PROPERTY IS SUBJECT TO ALL APPLICABLE ENGINEERING FEES.
10. THE PROPERTY IS SUBJECT TO ALL APPLICABLE ARCHITECTURAL FEES.
11. THE PROPERTY IS SUBJECT TO ALL APPLICABLE LANDSCAPE ARCHITECTURE FEES.
12. THE PROPERTY IS SUBJECT TO ALL APPLICABLE UTILITY FEES.
13. THE PROPERTY IS SUBJECT TO ALL APPLICABLE PERMITS AND FEES.
14. THE PROPERTY IS SUBJECT TO ALL APPLICABLE REGULATIONS AND ORDINANCES OF THE CITY OF SANFORD, NC.
15. THE PROPERTY IS SUBJECT TO ALL APPLICABLE REGULATIONS AND ORDINANCES OF THE STATE OF NORTH CAROLINA.
16. THE PROPERTY IS SUBJECT TO ALL APPLICABLE REGULATIONS AND ORDINANCES OF THE FEDERAL GOVERNMENT.
17. THE PROPERTY IS SUBJECT TO ALL APPLICABLE REGULATIONS AND ORDINANCES OF ANY OTHER APPLICABLE AGENCY.
18. THE PROPERTY IS SUBJECT TO ALL APPLICABLE REGULATIONS AND ORDINANCES OF ANY OTHER APPLICABLE AGENCY.
19. THE PROPERTY IS SUBJECT TO ALL APPLICABLE REGULATIONS AND ORDINANCES OF ANY OTHER APPLICABLE AGENCY.
20. THE PROPERTY IS SUBJECT TO ALL APPLICABLE REGULATIONS AND ORDINANCES OF ANY OTHER APPLICABLE AGENCY.

STONE BROOK SUBDIVISION

SANFORD, NC 27330

LEE COUNTY



NOTE:
1. ALL ROADS WITHIN THE SUBDIVISION TO BE CITY OF SANFORD ROADS.

INDEX

- T1.0 COVER
- C1.0 EXISTING SITE CONDITIONS
- C2.0 GENERAL SITE PLAN
- C2.1 PHASES PLAN
- C2.2 PRELIMINARY PLAT PHASE 1
- C2.3 PRELIMINARY PLAT PHASE 2
- C2.4 PRELIMINARY PLAT PHASE 3
- C3.0 GENERAL UTILITY PLAN
- C4.0 GENERAL LANDSCAPE PLAN

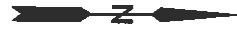
PRELIMINARY FOR REVIEW ONLY 8/2/18

DATE: 8/1/18	SCALE: AS SHOWN	CONTACT:	THESE OR OTHER RELATED DOCUMENTS ARE REQUIRED FOR RECORDATION OF THIS PLAT.	KEN BRIGHT ASSOCIATES PLLC CONSULTING ENGINEERS P.O. BOX 513 7016 LATTIMORE ST. SANFORD, NC 27330 PHONE: (919) 726-3444 FAX: (919) 726-3444 email: kb@kenbrightassociates.com www.kenbrightassociates.com	REVISIONS:
STONE BROOK SUBDIVISION PHASE 1 GENERAL SITE PLAN			TYPICAL PLAT PHASE 1 PLAT 243 S. C. ST. #2 SANFORD, NC 27330 919-726-3444		1. 8/1/18 2. 8/1/18 3. 8/1/18 4. 8/1/18 5. 8/1/18 6. 8/1/18 7. 8/1/18 8. 8/1/18 9. 8/1/18 10. 8/1/18

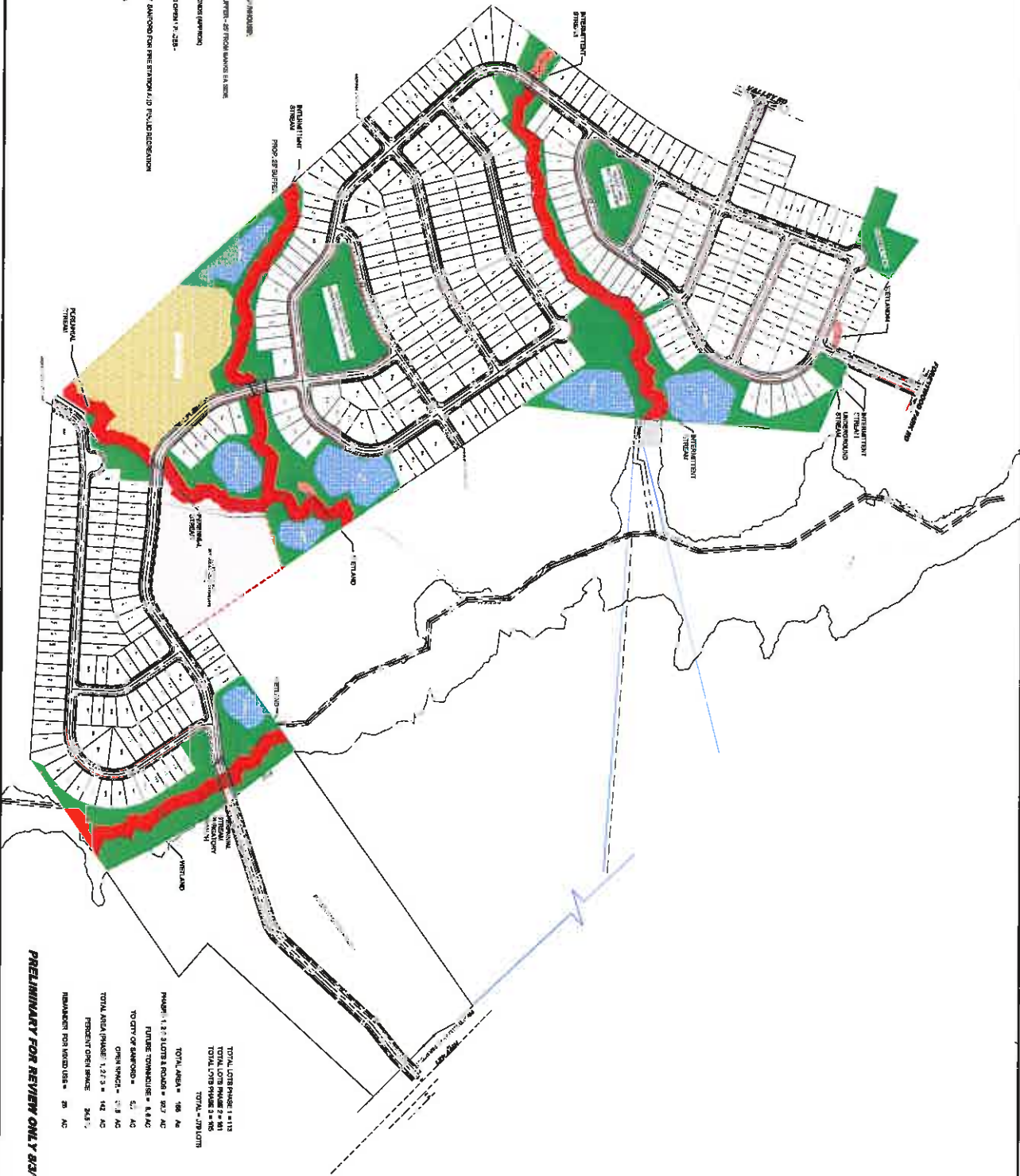


PRELIMINARY FOR REVIEW ONLY 8/8/18

FILE: C1.0 OF	DATE: 8/7/18	SCALE: AS SHOWN	CONTACT:	THIS DRAWING IS UNRELATED TO ANY OTHER DRAWING OF ANY KIND AND THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION SHOWN THEREON.	KEN BRIGHT ASSOCIATES PLLC P-0781 CONSULTING ENGINEERS P.O. BOX 523 2516 LAKHAGE ST. SAUFORD, NC 27381 PHONE: (919) 776-5114 e-mail: kb@kenbrightassociates.com www.kbassociates.com	REVISIONS:
	STONE BROOK SUBDIVISION PHASE 1 GENERAL SITE PLAN					_____ _____ _____ _____ _____



- LEGEND**
- FUTURE TV / HOUSING
 - STORMWATER POND - SEE PROPOSED SA SITE
 - FUTURE POND (PONDING)
 - PARK AND OPEN P. 225
 - TO CITY OF SANFORD FOR PRELIMINARY PUD DEVELOPMENT
 - UTILITIES

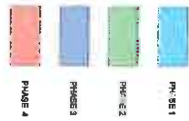


PRELIMINARY FOR REVIEW ONLY 9/20/18

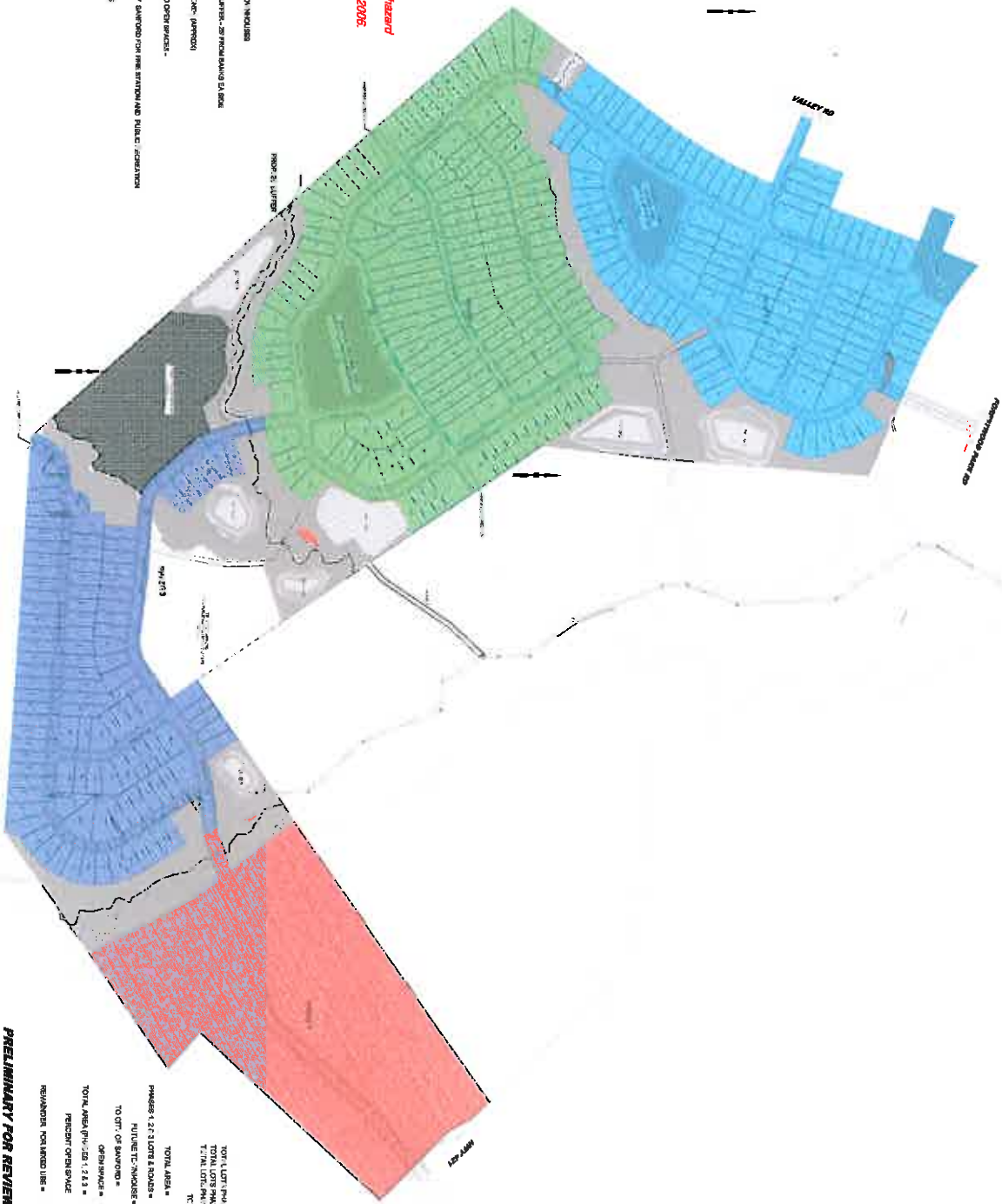
TOTAL LOTS PHASE 1 = 118
 TOTAL LOTS PHASE 2 = 90
 TOTAL = 208 LOTS

TOTAL AREA = 168 AC
 PHASE 1: 2 LOTS & POND = 82.7 AC
 FUTURE TOWNHOUSE = 8.8 AC
 TO CITY OF SANFORD = 5.2 AC
 OTHER POND = 2.3 AC
 TOTAL AREA PHASE 1, 2 & 3 = 142 AC
 PRESENT OPEN SPACE = 34.3 AC
 MANAGEMENT FOR WOODS = 28 AC

FILE OF C2.0	DATE: 8/9/18 STONE BROOK SUBDIVISION GENERAL SITE PLAN - 6,500 SQ. FT CONCEPT	SCALE: AS SHOWN	CONTACT: TERRY SLATE P. WING & PARTNERS LLC 2431 W. CHEFFIN RD. APT. 202 SANFORD, NC 27503 704-782-1578	BEFORE ANY UNDESIGNED RELATED DOCUMENTS ARE PREPARED BY ANY OTHER PARTY, THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND THE CITY OF SANFORD.	KEN BRIGHT ASSOCIATES PLLC 140781 CONSULTING ENGINEERS P.O. BOX 533 2808 CARTHAGE ST. SANFORD, NC 27331 PHONE: (919) 726-9444 e-mail: kb@kenbright.com www.kenbright.com	REVISIONS: _____ _____ _____ _____ _____
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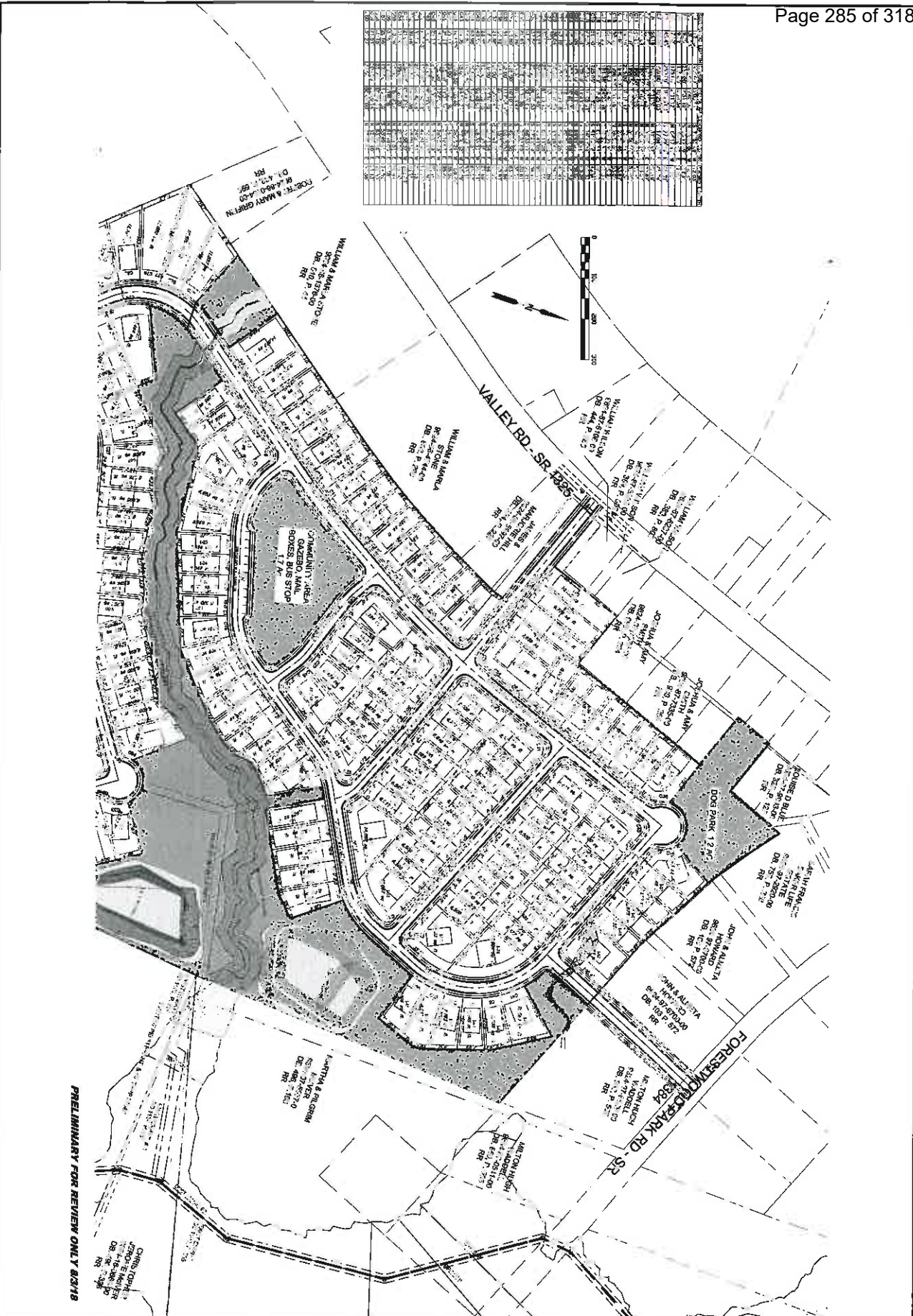
This property is located within special flood hazard areas as identified on FEMA FIRM panel # 3710834401, effective date: September 6, 2005. RIVER BASIN, CAPE FEAR



PRELIMINARY FOR REVIEW ONLY 8/3/18

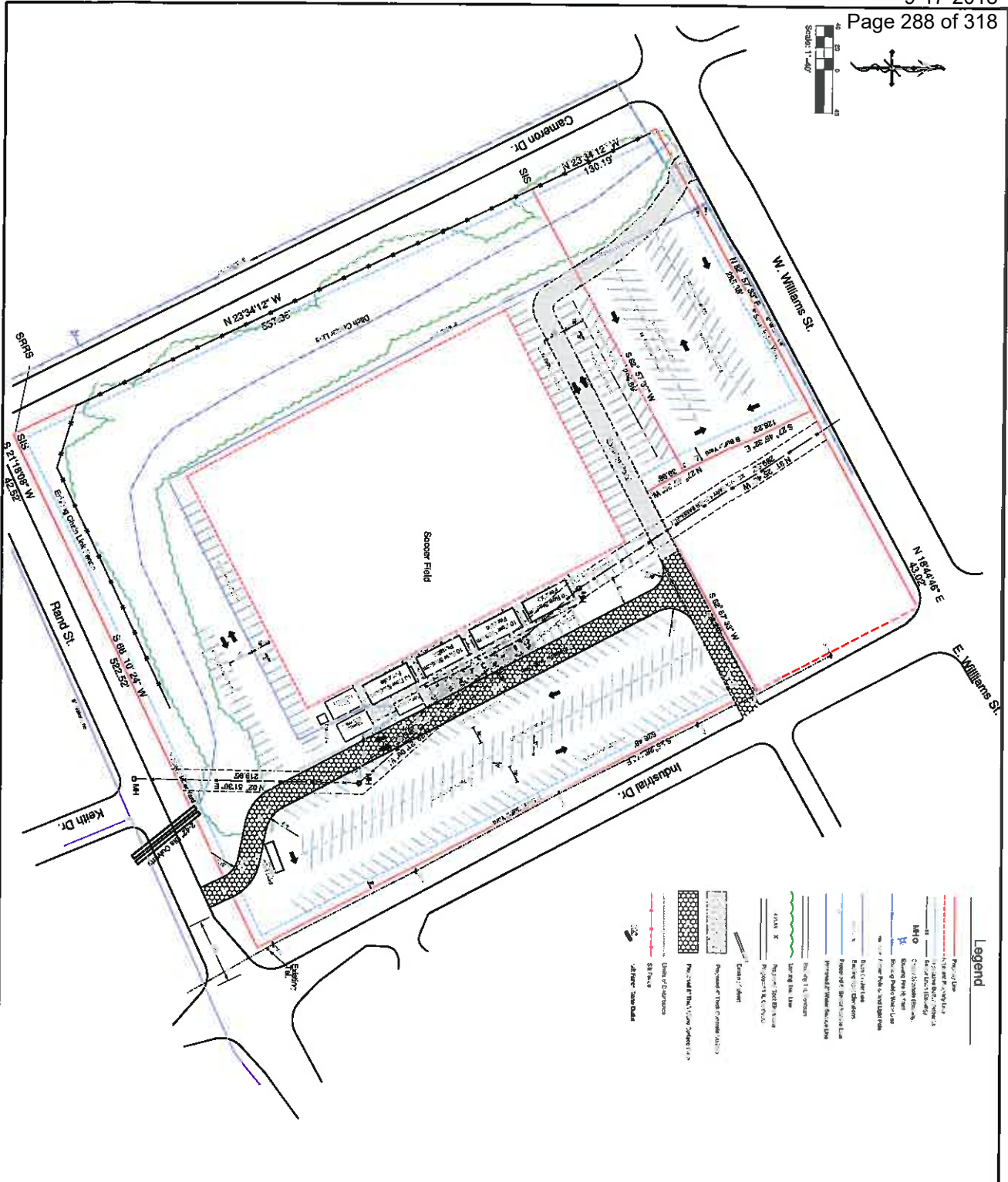
TOTAL LOTS (PHASE 1 & 2) = 113
TOTAL LOTS (PHASE 3 & 4) = 100
TOTAL LOTS = 213
TOTAL AREA = 138 AC
PHASES 1, 2, 3 LOTS & ROADS = 647 AC
FUTURE TRAILHEADS = 8.4 AC
TO CITY OF SANFORD = 5.8 AC
GRASSY SPACES = 11.8 AC
TOTAL AREA (PHASES 1, 2, 3 & 4) = 142 AC
PERCENT OPEN SPACE = 12.5%
REMAINING PAVED/IMVLS = 28 AC

FILE: C2.1 OF:	DATE: 8/3/18	SCALE: AS SHOWN	CONTACT: TERRY CLAY PROJECT MANAGER 2015 W. EFFEL DR. ANDY, NC 27518 919-869-2500	THIS DRAWING AND RELATED DOCUMENTS ARE THE PROPERTY OF KEN BRIGHT ASSOCIATES, PLLC. NO PART OF THIS DRAWING OR RELATED DOCUMENTS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KEN BRIGHT ASSOCIATES, PLLC.	KEN BRIGHT ASSOCIATES PLLC P-1761 CONSULTING ENGINEERS P.O. BOX 775, 2306 CARTHAGE ST. SANFORD, NC 27771 PHONE: (919) 776-2644 e-mail: kbright@kenbright-engineering.com www.kenbright-engineering.com	REVISIONS: _____ _____ _____ _____ _____
	<p>STONE BROOK SUBDIVISION 6500 SF CONCEPT GENERAL SITE PLAN - PHASES</p>					



PRELIMINARY FOR REVIEW ONLY 8/31/18

FILE: C2.2 OF	DATE: 8.9.18	SCALE: AS SHOWN	CONTACT:	NOTED: ANY UNCORRELATED DOCUMENTS, SUCH AS THE RECORDY PLANS, SHALL BE REVIEWED BY THE ENGINEER FOR CONFORMANCE WITH THE SUBDIVISION ACT AND THE SUBDIVISION ACT REGULATIONS.	KEN BRIGHT ASSOCIATES PLLC CONSULTING ENGINEERS P.O. BOX 553 2835 CARTHAGE, NC CARTHAGE, NC 27831 PH: (719) 776-8444 www.kenbright.com	REVISIONS:
	STONE BROOK SUBDIVISION 6500 SF CONCEPT PHASE 1					TERRY LATE ENGINEER & PLANNING, LLC 1000 W. WYFFEL RD. ASHEBORO, NC 27815 919-293-9900



Legend

- Property Line
- City of Sanford Boundary
- 1/4" = 100' Scale
- 1/8" = 100' Scale
- 1/16" = 100' Scale
- 1/32" = 100' Scale
- 1/64" = 100' Scale
- 1/128" = 100' Scale
- 1/256" = 100' Scale
- 1/512" = 100' Scale
- 1/1024" = 100' Scale
- 1/2048" = 100' Scale
- 1/4096" = 100' Scale
- 1/8192" = 100' Scale
- 1/16384" = 100' Scale
- 1/32768" = 100' Scale
- 1/65536" = 100' Scale
- 1/131072" = 100' Scale
- 1/262144" = 100' Scale
- 1/524288" = 100' Scale
- 1/1048576" = 100' Scale
- 1/2097152" = 100' Scale
- 1/4194304" = 100' Scale
- 1/8388608" = 100' Scale
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- 1/74106926291329453604426655155191111104" = 100' Scale
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- 1/29642770565331783417778662678774477776" = 100' Scale
- 1/5928554113066356683556655155191111104" = 100' Scale

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

Mary Barbour
Listing Manager
718-4661 ext. 5421



Committed Today for a Better Tomorrow

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: September 7, 2018
Re: Monthly Forced Collection Efforts report for August 2018

August 2018	
Accounts researched	2417
Wage garnishments, Escheats and bank attachments issued	128
Accounts Updated with Collection info	365
August total collections (all)	\$ 5,530,758.02
August collections for county only (G01)	\$ 3,591,942.42
Payment Agreements Implemented	4
Debt Setoff Funds Received	\$10,178.52
Letters Mailed Requesting Employee Info	3
Foreclosure Notifications Sent out Regarding the Foreclosure Sale	261
Foreclosure Sale Held	Two Properties Received Bid, One did not.

Permits Monthly Report
From 8/1/2018 To 8/31/2018

Change of Occupancy

<NONE>

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
OCC-8-18-32100	2910 INDUSTRIAL DR SANFORD, NC 27331-	0	0	8/21/2018	KAKO LEDBETTER COVINGTON	(910)591-8228	VAN HARRIS REALTY INC	City of Sanford	

Number of Change of Occupancy: 1 **Valuation Total: \$0.00**

Permits Monthly Report
From 8/1/2018 To 8/31/2018

Chicken Permit

Chicken

Permit # CHIX-8-18-31832	Location 2405 RADIUS CIR SANFORD, NC 27330-	Sq. Ft. 0	Valuation 0	Issued 8/03/2018	Contractor TINA FOX	Phone (919)857-2315	Owner TINA FOX	District City of Sanford	HRF
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Number of Chicken Permit: 1

Valuation Total: \$0.00

Permits Monthly Report
From 8/1/2018 To 8/31/2018

Commercial Building Permit

New

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
COMM-8-18-31917	80 PRESSLY FOUSHEE RD Sanford, NC 27332-	6720	856800	8/16/2018	SMITH RESIDENTIAL BUILDER LLC	(919) 353-0412	SHEPHERDS FLOCK BAP	Lee County	
COMM-8-18-31945	701 ROD SULLIVAN RD SANFORD, NC 27330-	14504	1232840	8/21/2018	SANFORD CONTRACTORS	(919) 353-0378	ROBERT HEUTS	Lee County	
COMM-8-18-31998	3408 LEE AVE SANFORD, NC 27330-	5000	425000	8/13/2018	J.A. HART CONSTRUCTION/REMODELING	(919) 935-2603	JONATHAN & DEANNA H	City of Sanford	
COMM-8-18-32010	6074 ENTERPRISE PARK C SANFORD, NC 27330-	117040	9948400	8/21/2018	SAMET CORPORATION	(336) 544-2600	CC ENTERPRISE PARK L	City of Sanford	

Renovation

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
COMM-2-18-30584	1105 KELLY DR SANFORD, NC 27330-	0	0	8/03/2018	KERN CORPORATION, H. M.	(336) 668-3213	CENTRAL CAROLINA TE	City of Sanford	
COMM-7-18-31858	4300 OAK PARK RD SANFORD, NC 27330-	0	0	8/02/2018	RGD PROJECT MANAGEMENT	(919) 674-2013	PFIZER	Lee County	
COMM-8-18-32086	1925 BRAGG ST SANFORD, NC 27330-	0	0	8/30/2018	3Y CONSTRUCTION	(336) 285-8092	DEAN REAL ESTATE INC	City of Sanford	

Repair

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
COMM-6-18-31627	813 MAIN ST SANFORD, NC 27330-	0	0	8/13/2018	TURN KEY RESTORATION	(919) 552-2148	ROY HARRINGTON	City of Sanford	
COMM-8-18-32132	153 HORNER BLVD SANFORD, NC 27330-	0	0	8/24/2018	TARGET BUILDING SOLUTIONS	(919) 718-0662	THOMAS LEE	City of Sanford	

Number of Commercial Building Permit: 9

Valuation Total: \$12,463,040.00

Permits Monthly Report
From 8/1/2018 To 8/31/2018

Demolition Permit

Residential

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
DEMO-8-18-32077	112 MAPLE AVE SANFORD, NC 27330-	0	0	8/17/2018	EDISONS INC.	(919)776-4614	JOHN H. JR.(HEIRS) DENS	City of Sanford	

Number of Demolition Permit: 1

Valuation Total: \$0.00

Permits Monthly Report From 8/1/2018 To 8/31/2018

Electrical Permit

Accessory Building

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-8-18-31926	43 JP LN SANFORD, NC 27332-	0	0	8/03/2018	LISA MARIE KELLY JOHNSON	(919)478-2025	LISA MARIE KELLY, (JOH	Lee County	
ELEC-8-18-31987	2596 DEEP RIVER RD SANFORD, NC 27330-	0	0	8/09/2018	JULIAN PARRISH	(919)499-8527	JULIAN S PARRISH	Lee County	
ELEC-8-18-31997	7061 STEEL BRIDGE RD SANFORD, NC 27330-	0	0	8/10/2018	M & T ELECTRICAL CONTRACTORS INC.	(919)770-3548	STEVE BRISTOW	Lee County	
ELEC-8-18-32154	1084 BUCKHORN RD SANFORD, NC 27330-	0	0	8/28/2018	M & T ELECTRICAL CONTRACTORS INC.	(919)770-3548	DAVID QUIJK	Lee County	
ELEC-8-18-32157	2222 COTTEN RD SANFORD, NC 27330-	0	0	8/28/2018	SOUTHERN ELECTRIC & AUTOMATION CORP.	(919) 486-4122	PETER ECKLEY	Lee County	

Change Out

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-8-18-31972	1509 EAST POINTE SANFORD, NC 27330-	0	0	8/08/2018	BLACK & ROBERSON	(252)796-3603	LILLY M MCLEAN	City of Sanford	
ELEC-8-18-31982	805 B CHATHAM ST S SANFORD, NC 27330-	0	0	8/08/2018	BRENT GOODWIN	(919)661-7222	OTTO STEVE GREEN	City of Sanford	
ELEC-8-18-31996	4116 JEFFERSON DAVIS H SANFORD, NC 27330-	0	0	8/10/2018	TRIPLE "A" ELECTRIC	(919)353-1982	BARBARA ANN FOXX,	Lee County	
ELEC-8-18-32049	709 BOOKER ST SANFORD, NC 27330-	0	0	8/16/2018	BLACK & ROBERSON	(252)796-3603	INGAR B JOHNSON	City of Sanford	

Commercial

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-8-18-31909	901 FRANKLIN RD SANFORD, NC 27330-	0	0	8/02/2018	MALCOLM DAVID MCCrackEN	(919)353-1121	F JOSEPH BISHOP GOSS	City of Sanford	
ELEC-8-18-31922	1606 PICKETT RD SANFORD, NC 27330-	0	0	8/03/2018	TRAVIS PHILLIPS SR.	(919)356-3001	JOHN H & TINA T GROSS	Lee County	

ELEC-8-18-32079	102 STEELE ST S SANFORD, NC 27330-	0	8/17/2018	P. R. FAULK ELECTRICAL CORP.	(919)775-1990	PROGRESSIVE DEVELOP	City of Sanford
ELEC-8-18-32149	112 DENNIS DR SANFORD, NC 27330-	0	8/27/2018	W3 ELECTRIC INC	(919)550-7341	JASON PRICE	City of Sanford
ELEC-8-18-32151	0 ROSEMONT RD SANFORD, NC 27330-	0	8/27/2018	VRG ELECTRICAL	(919)356-2225	TERRY STEWART	City of Sanford
ELEC-8-18-32168	1412 SAN-LEE DR SANFORD, NC 27330-	0	8/29/2018	M & T ELECTRICAL CONTRACTORS INC.	(919)770-3548	SAM HARRINGTON	City of Sanford
ELEC-8-18-32178	509-A RYDER LAKES DR SANFORD, NC 27330-	0	8/30/2018	WESTER & PACE ELECTRIC INC	(919)499-3946	RYDER DOWNS LLC	City of Sanford

MH Double-Wide

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-8-18-32015	4187 STEEL BRIDGE RD SANFORD, NC 27330-	0	0	8/14/2018	BOBBY SHARPE ELECTRICAL	(919)499-3338	PRISCILLA WILSON	Lee County	
ELEC-8-18-32198	1148 GUNTER LAKE RD SANFORD, NC 27332-	0	0	8/24/2018	TRIPLE "A" ELECTRIC	(919)353-1982	STEPHANIE JORDAN	Lee County	

MH Single-Wide

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-8-18-31975	133 STIHL SAW LN SANFORD, NC 27330-	0	0	8/09/2018	SERVICE SOLUTIONS		TONY YOW	Lee County	
ELEC-8-18-32114	50 BAYBERRY LN SANFORD, NC	0	0	8/22/2018	G.E.B. ELECTRICAL	(919)499-6013	PINE VILLAGE MHC LLC	City of Sanford	
ELEC-8-18-32115	48 BAYBERRY LN SANFORD, NC	0	0	8/22/2018	G.E.B. ELECTRICAL	(919)499-6013	PINE VILLAGE MHC LLC	City of Sanford	
ELEC-8-18-32116	47 BAYBERRY LN SANFORD, NC 27330-	0	0	8/22/2018	G.E.B. ELECTRICAL G.E.B. ELECTRIC	919-499-6013	PINE VILLAGE MHC LLC	City of Sanford	
ELEC-8-18-32117	46 BAYBERRY LN SANFORD, NC	0	0	8/22/2018	G.E.B. ELECTRICAL	(919)499-6013	PINE VILLAGE MHC LLC	City of Sanford	
ELEC-8-18-32118	51 BAYBERRY LN SANFORD, NC 27330-	0	0	8/22/2018	G.E.B. ELECTRICAL	(919)499-6013	PINE VILLAGE MHC LLC	City of Sanford	
ELEC-8-18-32187	552 CENTER CHURCH RD SANFORD, NC 27330-	0	0	8/31/2018	SERVICE SOLUTIONS		CATHY GILES	Lee County	

Miscellaneous

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF

ELEC-8-18-31914	1105 KELLY DR SANFORD, NC 27330-	0	0	8/02/2018	P. R. FAULK ELECTRICAL CORP.	(919)775-1990	CENTRAL CAROLINA TE	City of Sanford
ELEC-8-18-31921	1614 BRIARCLIFFE DR SANFORD, NC 27330-	0	0	8/06/2018	WICKER ELECTRIC	(919)770-0472	ROBERT E DILLON	City of Sanford
ELEC-8-18-31930	1381 HENLEY RD SANFORD, NC 27330-	0	0	8/03/2018	STONER ELECTRIC	(919)774-8877	GREGORY S COX,	Lee County
ELEC-8-18-31962	23 ZION CHURCH RD SANFORD, NC 27330-	0	0	8/07/2018	A.L. MCKENZIE ELECTRICAL CO	(919)353-2134	ZION CHRISTIAN CHURC	Lee County
ELEC-8-18-31963	1011 STONEYBROOK DR SANFORD, NC 27330-	0	0	8/07/2018	KEVIN HAYWARD	(209)612-9427	KEVIN HAYWARD	City of Sanford
ELEC-8-18-31967	79 WILDLIFE RD SANFORD, NC 27332-	0	0	8/08/2018	ALLISON TAYLOR	(919)777-3476	ALLISON TAYLOR	Lee County
ELEC-8-18-31983	7308 VILLANOW DR SANFORD, NC 27330-	0	0	8/08/2018	WICKER ELECTRIC	(919)770-0472	STEVEN WILSON	Lee County
ELEC-8-18-31993	269 GLENDALE CIR SANFORD, NC 27330-	0	0	8/10/2018	BOYETTE & SONS ELECTRIC		CHRISTOPHER P DOSSE	City of Sanford
ELEC-8-18-31995	3312 COURTNEY LN SANFORD, NC 27330-	0	0	8/10/2018	SANFORD ELECTRICAL CONTRATORS	(919)356-9628	DEBRA HAWK ESPOSITO	City of Sanford
ELEC-8-18-31999	1524 CLEARWATER DR SANFORD, NC 27330-	0	0	8/10/2018	WESTER & PACE ELECTRIC INC	(919)489-3946	LACY OLDHAM	Lee County
ELEC-8-18-32000	1534 CLEARWATER DR SANFORD, NC 27330-	0	0	8/10/2018	ANNIE AKERS	(919)776-6085	ANNIE AKERS	City of Sanford
ELEC-8-18-32002	543 DYCUS RD SANFORD, NC 27330-	0	0	8/10/2018	NEW LIGHT SERVICES	(919)556-3349	GREGORY KEITH PIERCE	Lee County
ELEC-8-18-32003	2215 NASH ST SANFORD, NC 27330-	0	0	8/13/2018	BOYETTE & SONS ELECTRICAL	(919) 499-3856	ROY HARRINGTON	City of Sanford
ELEC-8-18-32026	3301 WICKER ST SANFORD, NC 27331-	0	0	8/15/2018	FAULK, P. R. ELECTRIC	919-775-1990	LEE COUNTY BOARD OF	City of Sanford
ELEC-8-18-32027	607 MCINTOSH ST W SANFORD, NC 27330-	0	0	8/15/2018	FAULK, P. R. ELECTRIC	919-775-1990	LEE COUNTY	City of Sanford
ELEC-8-18-32028	1337 BROADWAY RD SANFORD, NC 27330-	0	0	8/15/2018	FAULK, P. R. ELECTRIC	919-775-1990	LEE COUNTY BOARD OF	City of Sanford
ELEC-8-18-32029	3309 WICKER ST SANFORD, NC 27330-	0	0	8/15/2018	FAULK, P. R. ELECTRIC	919-775-1990	LEE COUNTY BOARD OF	City of Sanford
ELEC-8-18-32030	1708 NASH ST SANFORD, NC 27330-	0	0	8/15/2018	FAULK, P. R. ELECTRIC	919-775-1990	LEE COUNTY BOARD OF	City of Sanford

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-8-18-32031	3115 CEMETERY RD SANFORD, NC 27332-	0	0	8/15/2018	FAULK, P. R. ELECTRIC	919-775-1990	COUNTY OF LEE	Lee County	
ELEC-8-18-32036	139 CHATHAM ST SANFORD, NC 27330-	0	0	8/15/2018	RICKY YARBOROUGH	(919)770-4078	CORE PLUS GROUP LLC	City of Sanford	
ELEC-8-18-32078	940 ARBOR LN SANFORD, NC 27330-	0	0	8/17/2018	BILLINGS ELECTRIC CO. INC	(919) 258-3115	JOHNNY LEDFORD	City of Sanford	
ELEC-8-18-32082	2309 LAKELAND DR SANFORD, NC 27330-	0	0	8/17/2018	J.S. HOWARD ELECTRICAL	(919)774-1650	GEORGE R JR PERKINS	City of Sanford	
ELEC-8-18-32088	1000 CARTHAGE ST SANFORD, NC 27330-	0	0	8/20/2018	G.E.B. ELECTRIC	919-499-6013	SANFORD HOUSING AUT	City of Sanford	
ELEC-8-18-32110	129 WESTBROOKE DR SANFORD, NC 27330-	0	0	8/21/2018	STONER ELECT. CO., M.R.	919-774-8877	GLENN A ROLLINS,	Lee County	
ELEC-8-18-32129	33 CRANES DR SANFORD, NC 27330-	0	0	8/23/2018	MICHAEL ROSS ELECTRIC	(910)315-3850	LUX LETT	Lee County	
ELEC-8-18-32136	125 CHATHAM ST SANFORD, NC 27330-	0	0	8/24/2018	A.L. MCKENZIE ELECTRICAL CO	(919)353-2134	PROGRESSIVE DEVELOP	City of Sanford	
ELEC-8-18-32188	4100 CARSON DR SANFORD, NC 27332-	0	0	8/31/2018	JACOB ASHWORTH	(337)564-2124	JACOB ASHWORTH	Lee County	

Power Restoration

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-8-18-32083	619 SPRING LN SANFORD, NC 27330-	0	0	8/17/2018	J.S. HOWARD ELECTRICAL	(919)774-1650	MONTY R FRELICH	City of Sanford	
ELEC-8-18-32108	155 OAK HOLLOW LN SANFORD, NC 27330-	0	0	8/21/2018	T & G ELECTRIC OF SANFORD NC	(919)434-4480	CHRISTIAN CAVALLARO	Lee County	
ELEC-8-18-32135	1508 THIRD ST S SANFORD, NC 27330-	0	0	8/24/2018	STONER ELECTRIC	(919)774-8877	SANDHILLS STORAGES G	City of Sanford	

Residential Addition

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-8-18-31928	1805 CREPE MYRTLE DR SANFORD, NC	0	0	8/03/2018	STONER ELECT. CO., M.R.	919-774-8877	THOMAS F & MARY B DO	City of Sanford	
ELEC-8-18-32162	618 SCOTT AVE SANFORD, NC	0	0	8/28/2018	SANTIAGO HERANDEZ	(919)479-8807	SANTIAGO HERNANDEZ	City of Sanford	

Residential Alteration

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF

ELEC-8-18-32147 4082 ST ANDREWS CHURCH SANFORD, NC 27332-0000 8/27/2018 STONER ELECTRIC (919)774-8877 STELLA L HOLDER Lee County

Residential New

Permit # Location Sq. Ft. Valuation Issued Contractor Phone Owner District HRF

ELEC-8-18-31912 620 WHITE MEADOWS DR CAMERON, NC 28326-0000 8/02/2018 PRENTICE JACKSON (919)721-0141 PRENTICE JACKSON Lee County

ELEC-8-18-31965 421 CEDAR RIDGE LN SANFORD, NC 27330-0000 8/07/2018 ARGUJO ELECTRIC LLC (919)264-8287 NICK DALISKY Lee County

ELEC-8-18-32023 117 CROSBY LN SANFORD, NC 27330-0000 8/15/2018 BILLINGS ELECTRIC CO. INC (919) 258-3115 SHAVON SEVPA Lee County

ELEC-8-18-32033 405 CLOVERMIST CT SANFORD, NC 27330-0000 8/15/2018 RELIABLE HOME SOLUTIONS (919)661-2993 RICHARD GAYLORD City of Sanford

ELEC-8-18-32035 403 CLOVERMIST CT SANFORD, NC 27330-0000 8/15/2018 RELIABLE HOME SOLUTIONS (919)661-2993 RICHARD GAYLORD City of Sanford

ELEC-8-18-32046 1459 MCNEILL RD SANFORD, NC 27330-0000 8/16/2018 KEARNS ELECTRICAL SERVICE (919)369-7857 WILLIAM ADAMS City of Sanford

ELEC-8-18-32047 1479 MCNEILL RD SANFORD, NC 27330-0000 8/16/2018 KEARNS ELECTRICAL SERVICE (919)369-7857 WILLIAM ADAMS City of Sanford

ELEC-8-18-32054 1467 MCNEILL RD SANFORD, NC 27330-0000 8/16/2018 KEARNS ELECTRICAL SERVICE (919)369-7857 FRED "TOMMY" SMITH City of Sanford

ELEC-8-18-32055 1471 MCNEILL RD SANFORD, NC 27330-0000 8/16/2018 KEARNS ELECTRICAL SERVICE (919)369-7857 WILLIAM ADAMS City of Sanford

ELEC-8-18-32060 1453 MCNEILL RD SANFORD, NC 27330-0000 8/16/2018 KEARNS ELECTRICAL SERVICE (919)369-7857 FRED "TOMMY" SMITH City of Sanford

ELEC-8-18-32063 1475 MCNEILL RD SANFORD, NC 27330-0000 8/16/2018 KEARNS ELECTRICAL SERVICE (919)369-7857 WILLIAM ADAMS City of Sanford

ELEC-8-18-32087 427 CRICKET HEARTH RD SANFORD, NC 27330-0000 8/20/2018 THE ALPHA & OMEGA ELECTRIC OF NC LLC (919)528-2686 VAN HARRIS REALTY INC Lee County

ELEC-8-18-32139 1717 THOMAS KELLY RD SANFORD, NC 27330-0000 8/24/2018 JOHNSON'S INNOVATIVE ELECTRICAL CONTRAC (919)770-1084 SCOTT DE DEUGD Lee County

ELEC-8-18-32155 909 COVERT RD SANFORD, NC 27330-0000 8/28/2018 BILLINGS ELECTRIC CO. INC (919) 258-3115 JOHN DAVID WELCH Lee County

ELEC-8-18-32159 5603 DEEP RIVER RD SANFORD, NC 27330-0000 8/28/2018 J.M. POPE ELECTRIC (919)498-4070 KENNETH D & ANNETTE Lee County

ELEC-8-18-32171 100 TYVOLA ST SANFORD, NC 27330-0000 8/30/2018 SANDY RIDGE ELECTRIC II INC. (910)323-2458 RONALD MCCLOSKEY City of Sanford

ELEC-8-18-32172	104 TYVOLA ST SANFORD, NC 27330-	0	8/30/2018	SANDY RIDGE ELECTRIC II INC.	(910)323-2458	RONALD MCCLOSKEY	City of Sanford
ELEC-8-18-32173	109 TYVOLA ST SANFORD, NC 27330-	0	8/30/2018	SANDY RIDGE ELECTRIC II INC.	(910)323-2458	RONALD MCCLOSKEY	City of Sanford
ELEC-8-18-32174	108 TYVOLA ST SANFORD, NC 27330-	0	8/30/2018	SANDY RIDGE ELECTRIC II INC.	(910)323-2458	RONALD MCCLOSKEY	City of Sanford
ELEC-8-18-32175	101 TYVOLA ST SANFORD, NC 27330-	0	8/30/2018	SANDY RIDGE ELECTRIC II INC.	(910)323-2458	RONALD MCCLOSKEY	City of Sanford
ELEC-8-18-32176	105 TYVOLA ST SANFORD, NC 27330-	0	8/30/2018	SANDY RIDGE ELECTRIC II INC.	(910)323-2458	RONALD MCCLOSKEY	City of Sanford

Residential Renovation

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-8-18-31918	129 MUGS LN SANFORD, NC 27330-	0	0	8/02/2018	HOLT ELECTRICAL	(919)774-4658	CARNEY COX	Lee County	

Residential Repair

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-8-18-31916	909 TANBARKWAY RD SANFORD, NC 27330-	0	0	8/02/2018	REINALDO DIAZ	(919)721-4174	REINALDO DIAZ	City of Sanford	
ELEC-8-18-31929	6191 COX MILL RD SANFORD, NC 27330-	0	0	8/03/2018	STONER ELECT. CO., M.R.	919-774-8677	MARY ANN/TRUSTEE MC	Lee County	
ELEC-8-18-32161	416 PEARSON CIR SANFORD, NC 27332-	0	0	8/28/2018	J.S. HOWARD ELECTRICAL	(919)774-1650	WILFORD FOX	Lee County	

Service Change

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-8-18-31908	1910 TRAMWAY RD SANFORD, NC 27330-	0	0	8/02/2018	C & K ELECTRIC & PLUMBING	(910)988-8333	ELSIE D STOVALL	Lee County	
ELEC-8-18-31913	816 GARDEN ST W SANFORD, NC 27330-	0	0	8/02/2018	DEAN ELECTRIC	(919)770-2097	CRISELDA GUZMAN	City of Sanford	
ELEC-8-18-31927	508 CHISHOLM ST W SANFORD, NC 27330-	0	0	8/03/2018	DANNY COX	(919)770-9423	NANCY HALL	City of Sanford	
ELEC-8-18-31941	421 RHYNEWOOD DR SANFORD, NC 27330-	0	0	8/06/2018	G.E.B. ELECTRICAL	(919)499-6013	RICHARD J & TAMMY P B	City of Sanford	
ELEC-8-18-31942	2112 TRAMWAY RD SANFORD, NC 27330-	0	0	8/06/2018	OV ELECTRICAL CONTRACTOR	(919)356-3478	SANTOS IBENITEZ	Lee County	

ELEC-8-18-32084	520 FORREST DR SANFORD, NC 27330-	0	0	8/20/2018	BITTING ELECTRIC INC	(919)467-8417	JOHNNY RAY JOHNSON	City of Sanford
ELEC-8-18-32093	282 LONG BRANCH RD SANFORD, NC 27330-	0	0	8/20/2018	M & T ELECTRICAL CONTRACTORS INC.	(919)770-3548	DONALD R HARNES	Lee County
ELEC-8-18-32125	5631 POPLAR SPRINGS CI SANFORD, NC 27330-	0	0	8/23/2018	BLANTON'S HEATING & A/C CORP	(910)822-2866	KAY G NELLIS	Lee County
ELEC-8-18-32146	110 DALRYMPLE RD BROADWAY, NC 27505-	0	0	8/27/2018	STONER ELECTRIC	(919)774-8877	HUGH A WORRELL	Town of Broadway
ELEC-8-18-32148	504 THIRD ST S SANFORD, NC 27330-	0	0	8/27/2018	PREVETTE ELECTRIC LLC	(919)588-4585	GLADYS PEGUES	City of Sanford

Service Repair

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-8-18-31989	708 FRANKLIN DR N SANFORD, NC 27330-	0	0	8/09/2018	J.S. HOWARD ELECTRICAL	(919)774-1650	TAMMY B NOWELL	City of Sanford	

Temporary Service Pole

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-8-18-31915	701 ROD SULLIVAN RD SANFORD, NC 27330-	0	0	8/02/2018	P.R. FAULK ELECTRICAL CORP.	(919)775-1990	ROBERT HEUTS	Lee County	
ELEC-8-18-32025	701 ROD SULLIVAN RD SANFORD, NC 27330-	0	0	8/15/2018	FAULK, P. R. ELECTRIC	919-775-1990	ROBERT HEUTS	Lee County	

Number of Electrical Permit: 96

Valuation Total: \$0.00

Permits Monthly Report
From 8/1/2018 To 8/31/2018

Malt Beverage Application

<NONE>

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
MALT-9-18-32124	226 CARTHAGE ST SANFORD, NC	0	0	8/22/2018	LA DOLCE VITA PIZZERIA	(919)478-1046	CITY OF SANFORD	Historic Sanford	

Number of Malt Beverage Application: 1

Valuation Total: \$0.00

Permits Monthly Report

From 8/1/2018 To 8/31/2018

Manufactured Home Setup Permit

MH Double-Wide

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
MANU-8-18-32011	2591 LOWER RIVER RD SANFORD, NC 27330-	0	0	8/30/2018	THE DALY COMPANY, INC.	(919)751-0622	PHILLIP MEIKLE	Lee County	

MH Single-Wide

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
MANU-8-18-31944	133 STIHL SAW LN SANFORD, NC 27330-	0	0	8/06/2018	FREEMAN MOBILE HOME MOVERS, INC	(336)865-4140	TONY YOW	Lee County	
MANU-8-18-32065	48 BAYBERRY LN SANFORD, NC	0	0	8/16/2018	RAVEN ROCK M.H. MOVERS	919-775-3600	PINE VILLAGE MHC LLC	City of Sanford	
MANU-8-18-32067	50 BAYBERRY LN SANFORD, NC	0	0	8/16/2018	RAVEN ROCK M.H. MOVERS	919-775-3600	PINE VILLAGE MHC LLC	City of Sanford	
MANU-8-18-32069	47 BAYBERRY LN SANFORD, NC 27330-	0	0	8/16/2018	RAVEN ROCK M.H. MOVERS	919-775-3600	PINE VILLAGE MHC LLC	City of Sanford	
MANU-8-18-32071	46 BAYBERRY LN SANFORD, NC	0	0	8/16/2018	RAVEN ROCK M.H. MOVERS	919-775-3600	PINE VILLAGE MHC LLC	City of Sanford	
MANU-8-18-32074	51 BAYBERRY LN SANFORD, NC 27330-	0	0	8/16/2018	RAVEN ROCK M.H. MOVERS	919-775-3600	PINE VILLAGE MHC LLC	City of Sanford	
MANU-8-18-32169	161 RAGAN RD SANFORD, NC 27330-	0	0	8/29/2018	CLAYTON HOMES INC	(910)892-0108	WILLIAM GODFREY	Lee County	
MANU-8-18-32185	303 BIG ROCK LN SANFORD, NC	0	0	8/31/2018	RODNEY BROWN	(919)356-4773	Troy Willett	Lee County	

Number of Manufactured Home Setup Permit: 9

Valuation Total: \$0.00

Permits Monthly Report
From 8/1/2018 To 8/31/2018

Mechanical Permit

Commercial

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
MECH-8-18-31811	2278 JEFFERSON DAVIS H SANFORD,NC 27330-	0	0	8/02/2018	COMFORT FIRST HEATING & COOLING , INC.	(919)777-1777	DAVID ROBERT WHITNE	City of Sanford	
MECH-8-18-31951	226 CARTHAGE ST SANFORD,NC 27330-	0	0	8/07/2018	WILLIAM MENIKHEIM	(336)516-3431	Renee Fincher	City of Sanford	
MECH-8-18-31960	112 DENNIS DR SANFORD,NC 27330-	0	0	8/07/2018	CERTIFIED HEATING & AIR CONDITIONING	(910)858-0000	JASON PRICE	City of Sanford	
MECH-8-18-31991	1504 HORNER BLVD S SANFORD,NC 27330-	0	0	8/09/2018	JOYNER & DICKENS H & A/C, INC.	919-774-8841	VAN RAY GROCE,	City of Sanford	
MECH-8-18-31994	1801 DOCTORS DR SANFORD,NC 27330-	0	0	8/10/2018	CENTER HEATING & AIR	919-775-2500	MITCHELL C & JEANNINE	City of Sanford	
MECH-8-18-32020	403 WILSON RD SANFORD,NC 27330-	0	0	8/15/2018	CAROLINA AIR, HEATING & COOLING	(910)585-2425	STATESVILLE BARN COM	City of Sanford	
MECH-8-18-32089	329 CARTHAGE ST SANFORD,NC 27330-	0	0	8/20/2018	CENTER HEATING & AIR	919-775-2500	HARRY MILLER	City of Sanford	
MECH-8-18-32144	219 MAPLE AVE SANFORD,NC 27330-	0	0	8/27/2018	JOYNER AND DICKENS H AND AC ELECTRIC CO I	919-774-8841	BREAD OF LIFE MINISTR	City of Sanford	
MECH-8-18-32152	211 STEELE ST S SANFORD,NC 27330-	0	0	8/28/2018	JOYNER & DICKENS H & A/C, INC.	919-774-8841	WARD & FOUST PROPER	City of Sanford	

Res Ductwork Additions

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
MECH-8-18-32014	2301 BROOKWOOD TR SANFORD,NC 27330-	0	0	8/14/2018	AIR RICH HTG. AND COOLING INC.		MARK DAVENPORT	City of Sanford	
MECH-7-18-31876	321 GULF ST N SANFORD,NC 27330-	0	0	8/02/2018	BLANTON'S HEATING AND A/C CORP	(910)822-2868	DAVID OSCAR JR CHRIS	City of Sanford	

Residential

MECH-7-18-31881	3756 SWANNS STATION R SANFORD, NC 27330-	0	8/14/2018	J & R PRECISION HEATING & AIR	(910)436-6008	JIMMY RAY COOK	Lee County
MECH-7-18-31882	114 MILL RUN LN Sanford, NC 27330-	0	8/02/2018	BRANDCO, INC	(919)787-8453	COPPER RIDGE DEVELO	Lee County
MECH-7-18-31883	108 EAKER DR CAMERON, NC 28326-	0	8/06/2018	CAROLINA COMFORT AIR INC.	(919)934-1060	CAVINNESS LAND DEVELO	Lee County
MECH-8-18-31891	131 CORALBERRY CIR SANFORD, NC	0	8/01/2018	TIN SHOP	(919)499-1759	PINE VILLAGE MHC LLC	City of Sanford
MECH-8-18-31893	135 CORALBERRY CIR SANFORD, NC 27330-	0	8/01/2018	TIN SHOP	(919)499-1759	PINE VILLAGE MHC LLC	City of Sanford
MECH-8-18-31895	134 CORALBERRY CIR SANFORD, NC	0	8/01/2018	TIN SHOP	919-499-1757	PINE VILLAGE MHC LLC	City of Sanford
MECH-8-18-31896	133 CORALBERRY CIR SANFORD, NC 27330-	0	8/01/2018	TIN SHOP	(919)499-1759	PINE VILLAGE MHC LLC	City of Sanford
MECH-8-18-31897	132 CORALBERRY CIR SANFORD, NC	0	8/01/2018	TIN SHOP	(919)499-1759	PINE VILLAGE MHC LLC	City of Sanford
MECH-8-18-31906	129 MUGS LN SANFORD, NC 27330-	0	8/01/2018	SURETEMP MECHANICAL	919-770-4120	CARNEY MOSES COX	Lee County
MECH-8-18-31919	114 MILL RUN LN Sanford, NC 27330-	0	8/03/2018	COOPER CONTRACTORS	(919)353-0897	COPPER RIDGE DEVELO	Lee County
MECH-8-18-31925	618 SCOTT AVE SANFORD, NC	0	8/03/2018	SANTIAGO HERANDEZ	(919)478-8807	SANTIAGO HERNANDEZ	City of Sanford
MECH-8-18-31931	805 SANDSTONE CT SANFORD, NC 27330-	0	8/03/2018	DAVID LIND	(919)777-4610	NANCY WAZENEGGER	City of Sanford
MECH-8-18-31935	175 HEARN LN SANFORD, NC 27330-	0	8/03/2018	LOUIS BERGIN	(919)721-0404	BOBBY WAYNE MOORE	Lee County
MECH-8-18-31936	117 CROSBY LN SANFORD, NC 27330-	0	8/03/2018	B & T HVAC SERVICES, INC.	(919)362-7601	SHAVON SEVPA	Lee County
MECH-8-18-31943	908 COVERT RD SANFORD, NC 27330-	0	8/06/2018	SURETEMP MECHANICAL	919-770-4120	JOHN DAVID WELCH	Lee County
MECH-8-18-31948	1304 THIRD ST S SANFORD, NC 27330-	0	8/07/2018	JOYNER AND DICKENS H AND AC ELECTRIC CO I	919-774-6841	JT DAVENPORT & SONS	City of Sanford
MECH-8-18-31949	2400 JEFFERSON DAVIS H SANFORD, NC 27330-	0	8/07/2018	SURETEMP MECHANICAL	919-770-4120	BEVERLY CORLEY	Lee County
MECH-8-18-31952	1608 OWLS NEST RD SANFORD, NC 27330-	0	8/07/2018	CENTER HEATING & AIR	919-775-2500	JACK W & MARY E BOWL	City of Sanford

MECH-8-18-31953	2066 SUTPHIN DR SANFORD, NC 27330-	0	0	8/07/2018	PSNC		EUGENE & LESLIE COTT	City of Sanford
MECH-8-18-31961	209 STELLA WAY CAMERON, NC 28326-	0	0	8/08/2018	CAROLINA COMFORT AIR INC.	(919)934-1060	CAVINESS LAND DEVELO	Lee County
MECH-8-18-31968	79 WILDLIFE RD SANFORD, NC 27332-	0	0	8/08/2018	ALLISON TAYLOR	(919)777-3476	ALLISON TAYLOR	Lee County
MECH-8-18-31969	1025 COURTLAND DR SANFORD, NC 27330-	0	0	8/08/2018	B & S AIR CONDITIONING CO., INC.	(919)894-5151	COURTLAND VILLAGE A	City of Sanford
MECH-8-18-31970	201 POPLAR ST SANFORD, NC 27330-	0	0	8/08/2018	72 DEGREES HEATING & AIR	(336)666-9900	BOBBY A & YONG B LUN	City of Sanford
MECH-8-18-31971	421 CEDAR RIDGE LN SANFORD, NC 27330-	2304	10000	8/08/2018	ULTIMATE CONFORT INC	(919)803-3544	NICK DALISKY	Lee County
MECH-8-18-31973	133 STIHL SAW LN SANFORD, NC 27330-	0	0	8/08/2018	SWAIM ELECTRIC	(336)665-6722	TONY YOW	Lee County
MECH-8-18-31974	1025 COURTLAND DR SANFORD, NC 27330-	0	0	8/08/2018	B & S AIR CONDITIONING CO., INC.	(919)894-5151	COURTLAND VILLAGE AS	City of Sanford
MECH-8-18-31976	1509 EAST POINTE SANFORD, NC 27330-	0	0	8/08/2018	LEPAGE HEATING AND AIR	(919)247-4766	LILLY M MCGLEAN	City of Sanford
MECH-8-18-31978	70 INDIAN TR SANFORD, NC 27330-	0	0	8/08/2018	CAROLINA AIR, HEATING & COOLING	(910)565-2425	JOAN LOOSLEY/TR (LIFE	Lee County
MECH-8-18-31981	805 B CHATHAM ST S SANFORD, NC 27330-	0	0	8/08/2018	JASON CALEY GOODWIN	(919)795-6804	OTTO STEVE GREEN	City of Sanford
MECH-8-18-31986	4116 JEFFERSON DAVIS H SANFORD, NC 27330-	0	0	8/09/2018	AIR SPECIALTIES OF PINEHURST, INC.	(910)944-2526	BARBARA ANN FOXF,	Lee County
MECH-8-18-31992	2100 BEACHWOOD DR SANFORD, NC 27330-	0	0	8/10/2018	JOYNER AND DICKENS H AND AC ELECTRIC CO I	919-774-6841	JEFFREY M ALVERSON	City of Sanford
MECH-8-18-32004	108 HOLLYWOOD RD CAMERON, NC 28326-	0	0	8/13/2018	CAROLINA AIR, HEATING & COOLING	(910)565-2425	BONNIE MARSH	Lee County
MECH-8-18-32005	206 GREENWICH DR SANFORD, NC 27330-	0	0	8/13/2018	MAINSTREAM MECHICAL HVAC	(919)291-0450	BOBBY BRANCH	Lee County
MECH-8-18-32007	1903 LONGWOOD AVE SANFORD, NC 27330-	0	0	8/14/2018	JOYNER & DICKENS H & A/C, INC.	919-774-6841	RUBY P (LIFE ESTATE) C	City of Sanford
MECH-8-18-32008	201 MCLEOD DR SANFORD, NC 27330-	0	0	8/14/2018	JOYNER & DICKENS H & A/C, INC.	919-774-6841	PAUL E GRAY	City of Sanford
MECH-8-18-32013	808 GOLDEN HORSESHOE SANFORD, NC 27330-	0	0	8/14/2018	ARS	(919)665-7777	KEISHA HICKS MCIVER	City of Sanford

MECH-8-18-32021	135 COTTEN RD SANFORD,NC 27330-	0	0	8/15/2018	PSNC			STEVE COTTEN	Lee County
MECH-8-18-32022	815 FRANKLIN DR S SANFORD,NC 27330-	0	0	8/15/2018	BLOSSMAN GAS, INC	(919) 775-3013		DAVID H & VIVIAN BYRD	Lee County
MECH-8-18-32024	5603 DEEP RIVER RD SANFORD,NC 27330-	0	0	8/15/2018	SURETEMP MECHANICAL	919-770-4120		KENNETH D & ANNETTE	Lee County
MECH-8-18-32032	405 CLOVERMIST CT SANFORD,NC 27330-	0	0	8/15/2018	RELIABLE HOME SOLUTIONS	(919)861-2993		RICHARD GAYLORD	City of Sanford
MECH-8-18-32034	403 CLOVERMIST CT SANFORD,NC 27330-	0	0	8/15/2018	RELIABLE HOME SOLUTIONS	(919)861-2993		RICHARD GAYLORD	City of Sanford
MECH-8-18-32037	1541 LOUISIANA LN SANFORD,NC 27330-	0	0	8/16/2018	HUNTER OIL AND PROPANE INC.	(919)775-5651		CUSTOM CONTRACTING	Lee County
MECH-8-18-32040	108 EAKER DR CAMERON,NC 28926-	0	0	8/16/2018	HEARTH TECHNOLOGIES INC.	(704)598-6090		CAVINESS LAND DEVELO	Lee County
MECH-8-18-32041	209 STELLA WAY CAMERON,NC 28926-	0	0	8/16/2018	HEARTH TECHNOLOGIES INC.	(704)598-6090		CAVINESS LAND DEVELO	Lee County
MECH-8-18-32043	356 BRIDGES RD SANFORD,NC 27330-	0	0	8/16/2018	JOYNER AND DICKENS H AND AC ELECTRIC CO I	919-774-8841		PHILLIP MADDOX	City of Sanford
MECH-8-18-32044	1459 MCNEILL RD SANFORD,NC 27330-	0	0	8/16/2018	ARS	(919)865-7777		WILLIAM ADAMS	City of Sanford
MECH-8-18-32048	709 BOOKER ST SANFORD,NC 27330-	0	0	8/16/2018	NORMAN'S HEATING AND COOLING LLC	(919)410-1866		INGAR B JOHNSON	City of Sanford
MECH-8-18-32050	1478 MCNEILL RD SANFORD,NC 27330-	0	0	8/16/2018	ARS	(919)865-7777		WILLIAM ADAMS	City of Sanford
MECH-8-18-32052	1467 MCNEILL RD SANFORD,NC 27330-	0	0	8/16/2018	ARS	(919)865-7777		FRED "TOMMY" SMITH	City of Sanford
MECH-8-18-32056	1471 MCNEILL RD SANFORD,NC 27330-	0	0	8/16/2018	ARS	(919)865-7777		WILLIAM ADAMS	City of Sanford
MECH-8-18-32059	1453 MCNEILL RD SANFORD,NC 27330-	0	0	8/16/2018	AMERICAN RESIDENTIAL SERVICES L.L.C. (DBA),	(919)865-7777		FRED "TOMMY" SMITH	City of Sanford
MECH-8-18-32062	1475 MCNEILL RD SANFORD,NC 27330-	0	0	8/16/2018	AMERICAN RESIDENTIAL SERVICES L.L.C. (DBA),	(919)865-7777		WILLIAM ADAMS	City of Sanford
MECH-8-18-32085	520 FORREST DR SANFORD,NC 27330-	0	0	8/20/2018	BITTING ELECTRIC INC	(919)467-9417		JOHNNY RAY JOHNSON	City of Sanford
MECH-8-18-32091	1381 HENLEY RD SANFORD,NC 27330-	0	0	8/20/2018	BLOSSMAN GAS OF NORTH CAROLINA, INC.	(336)248-5381		GREGORY S COX	Lee County

MECH-8-18-32084	47 BAYBERRY LN SANFORD,NC 27330-	0	0	8/20/2018	TIN SHOP	(919)499-1759	PINE VILLAGE MHC LLC	City of Sanford
MECH-8-18-32085	50 BAYBERRY LN SANFORD,NC	0	0	8/20/2018	TIN SHOP	(919)499-1759	PINE VILLAGE MHC LLC	City of Sanford
MECH-8-18-32086	46 BAYBERRY LN SANFORD,NC	0	0	8/20/2018	TIN SHOP	(919)499-1759	PINE VILLAGE MHC LLC	City of Sanford
MECH-8-18-32087	51 BAYBERRY LN SANFORD,NC 27330-	0	0	8/20/2018	TIN SHOP	(919)499-1759	PINE VILLAGE MHC LLC	City of Sanford
MECH-8-18-32088	48 BAYBERRY LN SANFORD,NC	0	0	8/20/2018	TIN SHOP	(919)499-1759	PINE VILLAGE MHC LLC	City of Sanford
MECH-8-18-32089	940 ARBOR LN SANFORD,NC 27330-	0	0	8/20/2018	AFFORDABLE HEATING & A/C	(919)498-2791	JOHNNY LEDFORD	City of Sanford
MECH-8-18-32101	240 LOXLEY LN SANFORD,NC 27330-	0	0	8/21/2018	JOYNER AND DICKENS H AND AC ELECTRIC CO I	919-774-6841	RICHARD N KEATLEY	City of Sanford
MECH-8-18-32109	102 MCLEOD AVE BROADWAY,NC 27330-	0	0	8/21/2018	SERVICES UNLIMITED	(910)978-4490	LORING G MARTIN	Town of Broadway
MECH-8-18-32111	403 CLOVERMIST CT SANFORD,NC 27330-	0	0	8/21/2018	DICKERSON HEARTH PRODUCTS, INC.	(919)872-6770	RICHARD GAYLORD	City of Sanford
MECH-8-18-32112	405 CLOVERMIST CT SANFORD,NC 27330-	0	0	8/21/2018	DICKERSON HEARTH PRODUCTS, INC.	(919)872-6770	RICHARD GAYLORD	City of Sanford
MECH-8-18-32120	3114 HAWKINS AVE SANFORD,NC 27330-	0	0	8/22/2018	PSNC		NITIN H THANAWALA	City of Sanford
MECH-8-18-32121	5818 BLUEJAY DR SANFORD,NC 27332-	0	0	8/22/2018	CAROLINA AIR, HEATING & COOLING	(910)585-2425	JANET SMITH CHAMBER	Lee County
MECH-8-18-32134	104 TRACEWAY NORTH SANFORD,NC 27332-	0	0	8/23/2018	COMFORT FIRST HEATING & COOLING , INC.	(919)777-1777	STEWART B/TRUSTEE S	Lee County
MECH-8-18-32137	2921 CHESHIRE DR SANFORD,NC 27332-	0	0	8/24/2018	AMERICAN RESIDENTIAL SERVICES L.L.C. (DBA) ,	(919)865-7777	THOMAS L GILBERT	Lee County
MECH-8-18-32140	206 STREAMSIDE DR SANFORD,NC 27330-	0	0	8/24/2018	DICKERSON HEARTH PRODUCTS, INC.	(919)872-6770	RYAN CURTIS MAY	City of Sanford
MECH-8-18-32141	1017 BAILES DR SANFORD,NC 27330-	0	0	8/24/2018	TIN SHOP	(919)499-1759	LARRY GOODWIN	City of Sanford
MECH-8-18-32142	4187 STEEL BRIDGE RD SANFORD,NC 27330-	0	0	8/24/2018	TIN SHOP	(919)499-1759	PRISCILLA WILSON	Lee County
MECH-8-18-32143	957 CUMNOCK RD SANFORD,NC 27330-	0	0	8/27/2018	JOYNER AND DICKENS H AND AC ELECTRIC CO I	919-774-6841	DEBORAH HALL & KEVIN	Lee County

MECH-8-18-32150	426 LOWER MONCURE RE SANFORD, NC 27330-	0	8/27/2018	AMERICAN RESIDENTIAL SERVICES L.L.C. (DBA), (919)865-7777	LINDA SEYMORE CLEGG	Lee County
MECH-8-18-32156	6118 PEBBLE BEACH RD SANFORD, NC 27332-	0	8/28/2018	COMFORT FIRST HEATING & COOLING, INC. (919)777-1777	SCOTT A DOMINSKI	Lee County
MECH-8-18-32163	256 SAINTSBURY PL SANFORD, NC 27332-	0	8/29/2018	SURETEMP MECHANICAL 919-770-4120	BRAD & LORA WILSON	Lee County
MECH-8-18-32164	512 GLENWOOD DR SANFORD, NC 27330-	0	8/29/2018	PSNC	NELLIE J TAYLOR (LIFE E	City of Sanford
MECH-8-18-32181	274 JOE MATTHEWS RD SANFORD, NC 27330-	0	8/30/2018	JOYNER & DICKENS H & A/C, INC. 919-774-8841	THOMAS MATTHEWS	Lee County
MECH-8-18-32182	118 QUARTERMASTER DR SANFORD, NC 27330-	0	8/30/2018	CAROLINA AIR, HEATING & COOLING (910)585-2425	SHALITA FORREST	City of Sanford

Number of Mechanical Permit: 89

Valuation Total: \$10,000.00

Permits Monthly Report
From 8/1/2018 To 8/31/2018

Plumbing Permit

Commercial

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
PLUM-8-18-31907	283 HARVEY FAULK RD SANFORD, NC 27330-	0	0	8/01/2018	BAKER MECHANICAL INC	(252)291-4480	SCHOOLHOUSE SANFOR	Lee County	
PLUM-8-18-32019	23 ZION CHURCH RD SANFORD, NC 27330-	0	0	8/15/2018	NEAL & HOWARD, INC.	(919)775-3811	ZION CHRISTIAN CHURC	Lee County	
PLUM-8-18-32107	3408 LEE AVE SANFORD, NC 27330-	0	0	8/21/2018	J.A. HART CONSTRUCTION/REMODELING	(919)935-2803	JONATHAN & DEANNA H	City of Sanford	
PLUM-8-18-32128	139 CHATHAM ST SANFORD, NC 27330-	0	0	8/22/2018	D R NEAL PLUMBING	(919)708-8071	PROGRESSIVE DEVELOP	City of Sanford	
PLUM-8-18-32180	1925 BRAGGS ST SANFORD, NC 27330-	0	0	8/30/2018	3Y CONSTRUCTION	(336)285-8092	DEAN REAL ESTATE INC	City of Sanford	

MH Double-Wide

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
PLUM-8-18-32153	4187 STEEL BRIDGE RD SANFORD, NC 27330-	0	0	8/28/2018	RODNEY BROWN	(919)356-4773	PRISCILLA WILSON	Lee County	

MH Single-Wide

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
PLUM-8-18-31894	4429 ST ANDREWS CHURC SANFORD, NC 27330-	0	0	8/01/2018	CHRIS DALRYMPLE PLUMBING	(919)718-5547	PAUL GARNER	Lee County	
PLUM-8-18-31905	3025 BYRD AVE SANFORD, NC 27330-	0	0	8/01/2018	FIX-IT PLUMBING	(919)776-7870	LUX LETT	Lee County	
PLUM-8-18-32016	133 STIHL SAW LN SANFORD, NC 27330-	0	0	8/14/2018	A & M CONTRACTORS, INC.	(910)652-6230	TONY YOW	Lee County	
PLUM-8-18-32066	48 BAYBERRY LN SANFORD, NC	0	0	8/16/2018	RAVEN ROCK M.H. MOVERS	919-775-3600	PINE VILLAGE MHC LLC	City of Sanford	
PLUM-8-18-32068	50 BAYBERRY LN SANFORD, NC	0	0	8/16/2018	RAVEN ROCK M.H. MOVERS	919-775-3600	PINE VILLAGE MHC LLC	City of Sanford	

PLUM-8-18-32070	47 BAYBERRY LN SANFORD,NC 27330-	0	0	8/16/2018	RAVEN ROCK M.H. MOVERS	919-775-3600	PINE VILLAGE MHC LLC	City of Sanford
PLUM-8-18-32073	46 BAYBERRY LN SANFORD,NC	0	0	8/16/2018	RAVEN ROCK M.H. MOVERS	919-775-3600	PINE VILLAGE MHC LLC	City of Sanford
PLUM-8-18-32076	51 BAYBERRY LN SANFORD,NC 27330-	0	0	8/16/2018	RAVEN ROCK M.H. MOVERS	919-775-3600	PINE VILLAGE MHC LLC	City of Sanford
PLUM-8-18-32186	303 BIG ROCK LN SANFORD,NC	0	0	8/31/2018	RODNEY BROWN	(919)356-4773	Troy Willett	Lee County

Other

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
PLUM-8-18-32008	67 CASTLEBERRY RD SANFORD,NC 27330-	0	0	8/13/2018	EUGENIO ALVARADO	(919)842-1775	EUGENIO ALVARADO	Lee County	
PLUM-8-18-32017	864 HANCOCK RD CAMERON,NC 28326-	0	0	8/15/2018	HARE PLUMBING, INC	(919)770-5308	DEBRA KELLY BAKER	Lee County	
PLUM-8-18-32018	836 HANCOCK RD CAMERON,NC 28326-	0	0	8/15/2018	HARE PLUMBING, INC	(919)770-5308	BOBBY DALE SIMMONS	Lee County	
PLUM-8-18-32090	2309 LAKELAND DR SANFORD,NC 27330-	0	0	8/20/2018	PSNC		GEORGE R JR PERKINS	City of Sanford	
PLUM-8-18-32179	2007 HAMILTON DR SANFORD,NC 27330-	0	0	8/30/2018	FIX-IT PLUMBING SERVICES	919-499-7622	EDWARD THOMAS BYRN	City of Sanford	

Residential Addition

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
PLUM-8-18-31924	616 SCOTT AVE SANFORD,NC	0	0	8/03/2018	SANTIAGO HERANDEZ	(919)478-8807	SANTIAGO HERANDEZ	City of Sanford	

Residential Alteration

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
PLUM-8-18-31988	514 WEATHERSPOON ST ¹ SANFORD,NC 27330-	0	0	8/09/2018	FIX-IT PLUMBING SERVICES	919-499-7822	DEBORAH D BENDER,	City of Sanford	
PLUM-8-18-31990	2005 HOPE ST SANFORD,NC 27330-	0	0	8/09/2018	ANNIE R DOWDY	(919)770-1931	ANNIE R DOWDY,	City of Sanford	
PLUM-8-18-32012	105 FOOTHILL CT SANFORD,NC 27330-	0	0	8/14/2018	CORNER BACKFLOW PREVENTION INC.	(919)876-7986	JAMES PREWITT	City of Sanford	

Residential New

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
PLUM-7-18-31885	105 TYVOLA ST SANFORD,NC 27330-	0	0	8/01/2018	CHRIS HOLLOWAY PLUMBING	(919)824-2670	HENRY DALRYMPLE	City of Sanford	
PLUM-7-18-31886	101 TYVOLA ST SANFORD,NC 27330-	0	0	8/07/2018	CHRIS HOLLOWAY PLUMBING	(919)824-2670	VAN GROCE, SR.	City of Sanford	
PLUM-8-18-31902	109 TYVOLA ST SANFORD,NC 27330-	0	0	8/01/2018	CHRIS HOLLOWAY PLUMBING	(919)824-2670	HENRY DALRYMPLE	City of Sanford	
PLUM-8-18-31910	341 HOLT RD SANFORD,NC 27330-	0	0	8/02/2018	SHAWN ASHTON COX	(919)842-0746	JIMMY WHELESS FOSTE	Lee County	
PLUM-8-18-31937	403 CLOVERMIST CT SANFORD,NC 27330-	0	0	8/03/2018	RALEIGH PLUMBING & HEATING, INC.	(919)821-2300	RICHARD GAYLORD	City of Sanford	
PLUM-8-18-31940	5603 DEEP RIVER RD SANFORD,NC 27330-	0	0	8/06/2018	H.R. CURTIS PLUMBING	(919)770-0168	KENNETH D & ANNETTE	Lee County	
PLUM-8-18-31947	1123 SHERIFF WATSON RI SANFORD,NC 27330-	0	0	8/06/2018	CHRIS DALRYMPLE PLUMBING	(919)718-5547	FLOYD HAUSE	Lee County	
PLUM-8-18-31956	312 HARBOR TRACE EAST SANFORD,NC 27330-	0	0	8/07/2018	JAMES EDWARD COCKERMAN	(919)499-7281	MICHAEL PHILLIPS	Lee County	
PLUM-8-18-32042	427 CRICKET HEARTH RD SANFORD,NC 27330-	0	0	8/16/2018	CURTIS FAIRCLOTH PLUMBING	(919)531-3111	VAN HARRIS REALTY INC	Lee County	
PLUM-8-18-32045	1459 MCNEILL RD SANFORD,NC 27330-	0	0	8/16/2018	THORNTON'S PLUMBING INC.	(919)550-4833	WILLIAM ADAMS	City of Sanford	
PLUM-8-18-32051	1479 MCNEILL RD SANFORD,NC 27330-	0	0	8/16/2018	THORNTON'S PLUMBING INC.	(919)550-4833	WILLIAM ADAMS	City of Sanford	
PLUM-8-18-32053	1467 MCNEILL RD SANFORD,NC 27330-	0	0	8/16/2018	THORTON'S PLUMBING INC.	(919)550-4833	FRED "TOMMY" SMITH	City of Sanford	
PLUM-8-18-32057	1471 MCNEILL RD SANFORD,NC 27330-	0	0	8/16/2018	THORTON'S PLUMBING INC.	(919)550-4833	WILLIAM ADAMS	City of Sanford	
PLUM-8-18-32058	1453 MCNEILL RD SANFORD,NC 27330-	0	0	8/16/2018	THORTON'S PLUMBING INC.	(919)550-4833	FRED "TOMMY" SMITH	City of Sanford	
PLUM-8-18-32061	1475 MCNEILL RD SANFORD,NC 27330-	0	0	8/16/2018	THORTON'S PLUMBING INC.	(919)550-4833	WILLIAM ADAMS	City of Sanford	
PLUM-8-18-32122	205 ORE RUN LN SANFORD,NC 27330	0	0	8/22/2018	CELEY'S QUALITY SERVICES, LLC	(919)938-1813	SMITH DOUGLAS HOMES	Lee County	
PLUM-8-18-32130	117 CROSBY LN SANFORD,NC 27330-	0	0	8/23/2018	MICHAEL LESLIE PLUMBING	(919)499-8874	SHAVON SEVPA	Lee County	

Residential Renovation

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
PLUM-8-18-31892	2301 BROOKWOOD TR SANFORD, NC 27330-	0	0	8/01/2018	CHRIS DALRYMPLE PLUMBING	(919)718-5547	MARK DAVENPORT	City of Sanford	
PLUM-8-18-31866	79 WILDLIFE RD SANFORD, NC 27332-	0	0	8/08/2018	ALLISON TAYLOR	(919)777-3476	ALLISON TAYLOR	Lee County	
PLUM-8-18-31977	940 ARBOR LN SANFORD, NC 27330-	0	0	8/08/2018	RELIABLE PLUMBING, INC.	919-775-5782	JOHNNY LEDFORD	City of Sanford	
PLUM-8-18-31979	129 MUGS LN SANFORD, NC 27330-	0	0	8/08/2018	SHAWN ASHTON COX	(919)842-0746	CARNEY COX	Lee County	
PLUM-8-18-32038	1534 CLEARWATER DR SANFORD, NC 27330-	0	0	8/16/2018	ADAM HARWARD	(919)886-4622	ANNIE AKERS	City of Sanford	
PLUM-8-18-32123	1013 SEVENTH ST S SANFORD, NC 27330-	0	0	8/22/2018	SHAWN ASHTON COX	(919)842-0746	RICHARD K FEINDEL	City of Sanford	
PLUM-8-18-32145	4100 CARSON DR SANFORD, NC 27332-	0	0	8/27/2018	PIPEWORX PLUMBING, INC.	(919)770-6452	JACOB ASHWORTH	Lee County	
PLUM-8-18-32189	1017 BAILES DR SANFORD, NC 27330-	0	0	8/31/2018	STATEN PLUMBING, INC	(919)483-6578	LARRY GOODWIN	City of Sanford	

Residential Repair

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
PLUM-8-18-32009	319 RALEIGH ST W SANFORD, NC 27330-	0	0	8/14/2018	PIPEWORX PLUMBING, INC.	(919)770-6452	WANTANA & GUY T GIBS	City of Sanford	

Number of Plumbing Permit: 50

Valuation Total: \$0.00

Permits Monthly Report
From 8/1/2018 To 8/31/2018

Residential Building Permit

Accessory Building

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
RES-7-18-31834	2107 JASANY ST SANFORD,NC 27330-	240	9600	8/20/2018	P FRANKLIN & VICKI B THOMPSON JR.	(919)774-2760	P FRANKLIN & VICKI B TH	City of Sanford	
RES-8-18-32081	126 SPIVEY LN SANFORD,NC 27330-	960	38400	8/17/2018	MABUS FARM & GENERAL CONTRACTING, LLC	(910)578-1775	JEREMIAH MARCUM	Lee County	
RES-8-18-32102	25 OLD FARM RD SANFORD,NC 27332-	520	20800	8/22/2018	TIMOTHY & TINA GIBBS	(919)935-9883	TIMOTHY & TINA GIBBS	Lee County	
RES-8-18-32133	172 STEEL BRIDGE RD SANFORD,NC 27330	256	10240	8/29/2018	JAY NORRIS	(919)353-1484	JAY NORRIS	City of Sanford	

Addition

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
RES-8-18-31898	102 THIRTEENTH ST N SANFORD,NC 27330-	504	12800	8/01/2018	ROSA ZAVALA	(919)579-0735	ROSA ZAVALA	City of Sanford	
RES-8-18-31920	1814 BRIARCLIFFE DR SANFORD,NC 27330-	480	12000	8/08/2018	CHRIS KNIGHT	(919)721-2080	ROBERT E DILLON	City of Sanford	
RES-8-18-31985	175 HEARN LN SANFORD,NC 27330-	240	6000	8/10/2018	LOUIS BERGIN	(919)721-0404	BOBBY W & LYNNE W MO	Lee County	
RES-8-18-32039	1712 LORD ASHLEY DR SANFORD,NC 27330-	288	7200	8/17/2018	B M WILSON BUILDERS	(919)777-9616	CHRISTOPHER BRYANT	City of Sanford	
RES-8-18-32167	2916 FOREST GLEN DR SANFORD,NC 27330-	224	5600	8/30/2018	JOHN DIXON	(919)353-1200	BILL & TAMMIE BLACKMA	City of Sanford	

New

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
RES-7-18-31736	1479 MCNEILL RD SANFORD,NC 27330-	2502	173865	8/01/2018	ADAMS HOMES AEC, LLC	(850)934-0470	WILLIAM ADAMS	City of Sanford	Yes
RES-7-18-31744	1471 MCNEILL RD SANFORD,NC 27330-	1896	141385	8/01/2018	ADAMS HOMES AEC, LLC	(850)934-0470	WILLIAM ADAMS	City of Sanford	Yes

RES-7-18-31749	1459 MCNEILL RD SANFORD,NC 27330-	2671	205265	8/01/2018	ADAMS HOMES AEC, LLC	(850)934-0470	WILLIAM ADAMS	City of Sanford	Yes
RES-7-18-31750	1475 MCNEILL RD SANFORD,NC 27330-	2187	149145	8/01/2018	ADAMS HOMES AEC, LLC	(850)934-0470	WILLIAM ADAMS	City of Sanford	Yes
RES-7-18-31762	1467 MCNEILL RD SANFORD,NC 27330-	2055	155985	8/01/2018	ADAMS HOMES AEC, LLC	(850)934-0470	FRED "TOMMY" SMITH	City of Sanford	Yes
RES-7-18-31765	1453 MCNEILL RD SANFORD,NC 27330-	2296	172900	8/01/2018	ADAMS HOMES AEC, LLC	(850)934-0470	FRED "TOMMY" SMITH	City of Sanford	Yes
RES-7-18-31890	101 TVVOLA ST SANFORD,NC 27330-	2374	170905	8/06/2018	MCCLOSKEY BUILDERS, INC	(910)813-3428	RONALD MCCLOSKEY	City of Sanford	Yes
RES-8-18-31900	198 FORE VIEW LN SANFORD,NC 27332-	2269	148920	8/02/2018	VALUE BUILD HOMES	(919)777-0393	DENNIS T III FORE	Lee County	Yes
RES-8-18-31901	108 TVVOLA ST SANFORD,NC 27330-	3038	230980	8/06/2018	MCCLOSKEY BUILDERS, INC	(910)813-3428	RONALD MCCLOSKEY	City of Sanford	Yes
RES-8-18-31904	620 WHITE MEADOWS DR CAMERON,NC 28326-	1216	86720	8/02/2018	PRENTICE JACKSON	(919)721-0141	PRENTICE JACKSON	Lee County	Yes
RES-8-18-31957	1552 KENTUCKY AVE SANFORD,NC 27332-	3369	195455	8/20/2018	CUSTOM CONTRACTING CORPORATION	(919)775-1497	CUSTOM CONTRACTING	Lee County	Yes
RES-8-18-31958	1528 KENTUCKY AVE SANFORD,NC 27332-	1838	136150	8/20/2018	CUSTOM CONTRACTING CORPORATION	(919)775-1497	CUSTOM CONTRACTING	Lee County	Yes
RES-8-18-31959	205 ORE RUN LN SANFORD,NC 27330	3091	215495	8/16/2018	SMITH DOUGLAS	(919)812-0350	SMITH DOUGLAS HOMES	Lee County	Yes
RES-8-18-31964	116 CROSBY LN SANFORD,NC 27330	3556	227465	8/16/2018	HARRINGTON PROPERTIES OF NC, LLC	(919)770-5969	TOM & SANDY COMPEAU	Lee County	Yes
RES-8-18-32113	2124 DETROIT BLVD SANFORD,NC 27332-	3011	209745	8/29/2018	CUSTOM CONTRACTING CORPORATION	(919)775-1497	CUSTOM CONTRACTING	Lee County	Yes
RES-8-18-32119	175 GREENWICH DR SANFORD,NC 27330-	3450	243805	8/23/2018	WEAVER HOMES INC.	(910)433-0888	BOBBY BRANCH	Lee County	Yes
RES-8-18-32170	107 CROSBY LN SANFORD,NC 27330	3974	281960	8/31/2018	HARRINGTON PROPERTIES OF NC, LLC	(919)770-5969	WILLIAM BRADHAM	Lee County	Yes

Renovation

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
RES-8-18-31903	112 EDGEWATER DR BROADWAY,NC 27505-	0	0	8/01/2018	CECIL CAMERON	(919)770-1219	CECIL CAMERON	Town of Broadway	
RES-8-18-31923	79 WILDLIFE RD SANFORD,NC 27332-	0	0	8/07/2018	ALLISON TAYLOR	(919)777-3476	ALLISON TAYLOR	Lee County	

RES-8-18-31950	1534 CLEARWATER DR SANFORD, NC 27330-	0	8/07/2018	ANNIE AKERS	(919)776-6085	ANNIE AKERS	City of Sanford
RES-8-18-31955	1319 BOYKIN AVE SANFORD, NC 27330-	0	8/09/2018	JUAN FERNANDO	(919)895-8642	GERBER REINOSO	City of Sanford
RES-8-18-31984	1009 GOLDSBORO AVE SANFORD, NC	0	8/10/2018	RUBEN GARCIA	(919)935-7552	RUBEN GARCIA	City of Sanford
RES-8-18-32072	269 GLENDALE CIR SANFORD, NC 27330-	0	8/22/2018	CHRISTOPHER & DAYSI DOSSENBACH	(919)770-3087	CHRISTOPHER & DAYSI	City of Sanford
RES-8-18-32103	4100 CARSON DR SANFORD, NC 27332-	0	8/23/2018	JACOB ASHWORTH	(337)564-2124	JACOB ASHWORTH	Lee County
RES-8-18-32104	605 GOLDSTON BLVD SANFORD, NC 27330-	0	8/22/2018	RICARDO SILVA	(919)895-1326	RICARDO SILVA	City of Sanford
RES-8-18-32105	512 CHISHOLM ST W SANFORD, NC 27330-	0	8/22/2018	FRANCISCO LUVIANO	(919)888-8584	FRANCISCO LUVIANO	City of Sanford
RES-8-18-32106	106 THIRD ST S SANFORD, NC 27330-	0	8/24/2018	DANIEL MASTACHE RIOS	(919)566-1754	DANIEL MASTACHE RIOS	City of Sanford

Repair

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
RES-7-18-31790	508 CHISHOLM ST W SANFORD, NC 27330-	0	0	8/02/2018	SOUTHERN HOME IMPROVEMENT, INC.	(919) 776-9821	NANCY HALL	City of Sanford	
RES-8-18-31899	2509 PIEDMONT DR SANFORD, NC 27330-	0	0	8/24/2018	SOUTHEAST FOUNDATION REPAIR	(910)299-0198	MICHAEL CAIN	City of Sanford	

Number of Residential Building Permit: 38

Valuation Total: \$3,268,495.00

Permits Monthly Report
 From 8/1/2018 To 8/31/2018

Sign Permit

New

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
SIGN-8-18-31938	2919 BEECHTREE DR SANFORD,NC 27330-	0	0	8/14/2018	POBLOCKI SIGN COMPANY, LLC	(919)354-3825	FIRSTHEALTH OF THE C	City of Sanford	
SIGN-8-18-31939	2925 BEECHTREE DR SANFORD,NC 27330-	0	0	8/14/2018	POBLOCKI SIGN COMPANY, LLC	(919)354-3825	FIRST HEALTH OF THE C	City of Sanford	
SIGN-8-18-32127	603 CARTHAGE ST SANFORD,NC 27330-	0	0	8/29/2018	SIGNAGE INDUSTRIES	(336)434-4126	FIRST BANK INSURANCE	City of Sanford	

Number of Sign Permit: 3

Valuation Total: \$0.00

Permits Monthly Report

From 8/1/2018 To 8/31/2018

Sprinkler Permit

Fire Alarm

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
SPRK-8-18-32177	901 FRANKLIN RD SANFORD, NC 27330-	0	0	8/30/2018	PATTERSON GROUP SERVICES INC.	(919)776-2403	F JOSEPH BISHOP GOSS	Sanford Fire/SPRK	

Miscellaneous

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
SPRK-8-18-32128	226 CARTHAGE ST SANFORD, NC	0	0	8/22/2018	LA DOLCE VITA PIZZERIA	(919)478-1046	CITY OF SANFORD	Sanford Fire/SPRK	

New

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
SPRK-8-18-31946	201 CHATHAM ST SANFORD, NC 27330-	0	0	8/06/2018	CRAWFORD SPRINKLER CO. OF RALEIGH	(919)828-9346	APRIL MONTGOMERY	Sanford Fire/SPRK	

Plan Review

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
SPRK-3-18-30587	1105 KELLY DR SANFORD, NC 27330-	0	0	8/03/2018	KERN CORPORATION, H. M.	(336)668-3213	CENTRAL CAROLINA TE	Sanford Fire/SPRK	
SPRK-8-18-32001	3408 LEE AVE SANFORD, NC 27330-	0	0	8/13/2018	J.A. HART CONSTRUCTION/REMODELING	(919)935-2603	JONATHAN & DEANNA H	Sanford Fire/SPRK	

Tent

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
SPRK-8-18-32131	298 HARVEY FAULK RD SANFORD, NC 27332-	0	0	8/23/2018	KEMPSVILLE BUILDING MATERIALS	(919)775-1450	CARTER LUMBER OF TH	Sanford Fire/SPRK	

Number of Sprinkler Permit: 6

Valuation Total: \$0.00

Grand Totals:	194,073 sq ft	\$15,741,535.00	Total Permits Issued: 304
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