

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

March 18, 2019
6:00 P.M.

A G E N D A

CALL TO ORDER – Amy Dalrymple, Chair

INVOCATION – Commissioner Cameron 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 February 18, 2019 Regular Meeting. (Pages 1-7)
- B. Minutes from the February 11, 2019 Interlocal Meeting. (Pages 8-12)
- C. Tax release and refund report for February 2019. (Pages 13-16)
- D. FY 19-20 State Consolidated Agreement. (Pages 17-50)
- E. Additional State Revenue for Maternal Health. (Pages 51-59)
- F. Purchase of 2019 4WD LT Tahoe NC STC 070A Fleet Vehicle for the Sheriff's Department. (Pages 60-69)
- G. FY 2019 Seniors Health Insurance Information (SHIIP) Outreach Grant under the Medicare Improvements for Patients and Providers Act (MIPPA) through the North Carolina Department of Insurance. (Pages 70-86)
- H. FY 2019 Seniors Health Insurance Information (SHIIP) Outreach Grant under the Medicare Improvements for Patients and Providers Act (MIPPA) through the Triangle J Area Agency on Aging. (Pages 87-99)
- I. Budget Amendment # 03/18/19/12. (Pages 100-101)
- J. Minutes from the February 18, 2019 Closed Session Meeting. (Page 102)
- K. Memorandum of Understanding renewal for the Sanford Farmers Market. (Pages 103-105)
- L. Request for approval of joint applications from the Lee County Board of Education for Lottery Funds. (Pages 106-110)

III. PUBLIC HEARING

- A. Public hearing on a modification to an economic development incentive agreement with Caterpillar. – Bob Joyce (Pages 111-127)

IV. PUBLIC COMMENTS

V. OLD BUSINESS

- A. Zoning map amendment (rezoning) request for 124 and 154/156 Center Church Rd. – Amy McNeill (Pages 128-137)
- B. Information for murals requested to be located on county owned property. – Whitney Parrish (Pages 138-139)
- C. Consideration of instructing outside legal staff to file a complaint on behalf of Lee County in regards to the opioid litigation. – Whitney Parrish (Pages 140-306)

VI. NEW BUSINESS

- A. Consideration of two offers to purchase property located at 0 W. Forest Oaks Drive SR 1469, PIN 9667-87-8477-00, Lee County North Carolina from Wayne Langston and Michael Jones. – Whitney Parrish (Pages 307-325)
- B. Request to authorize funding for fiber optic cable installation project. – Kyle Edwards (Pages 326-334)
- C. Request for approval of internet and data circuit renewals. – Kyle Edwards (Pages 335-349)
- D. Request for approval of chiller pump upgrade at the Lee County Government Center. – Russel Spivey (Page 350)
- E. Consideration of an application to serve on the Triangle South Workforce Development Board from Richard Shlademan, Jr. – Jennifer Gamble (Page 351)
- F. Consideration of an application to serve as an alternate on the Board of Equalization and Review from George Wayne Watson. – Jennifer Gamble (Page 352)
- G. Consideration of an application to serve the remaining term of Charmaine Ernest on the Senior Services Advisory Board from Martha Wicker. – Jennifer Gamble (Page 353)
- H. Consideration of a Resolution Requesting Legislation Exempting Lee County from Motor Vehicle Emissions Inspections. – John Crumpton (Pages 354-358)
- I. Consideration of a Resolution Requesting Legislation Exempting Local Governments from Paying Homeowners' Association Fees for Properties Obtained Through Tax Foreclosure. – John Crumpton (Pages 359-360)
- J. Consideration of a Resolution Supporting Local Control of School Calendars. – Amy Dalrymple (Pages 361-365)
- K. Consideration of a Resolution in Support of a Proposed Bill to Remove Certain Restrictions on Satellite Annexations for Municipalities in Lee County. – John Crumpton (Pages 366-375)

VII. MANAGERS' REPORTS

- A. County Manager's Monthly Report for March 2019. – John Crumpton (Pages 376-519)

VIII. 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: March 18, 2019

SUBJECT: Minutes from the February 18, 2019 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 February 18, 2019 Regular Meeting
BUDGET IMPACT	N/A
ATTACHMENTS	"Draft" copy of the February 18, 2019 Minutes
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Minutes from the February 18, 2019 Regular Meeting
SUMMARY	

A "draft" copy of the Minutes from the February 18, 2019 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.



Committed Today for a Better Tomorrow

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

February 18, 2019

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, Arianna M. Del Palazzo, Dr. Andre Knecht, Robert T. Reives, Cameron W. Sharpe, and Kirk D. Smith. Commissioner Kevin C. Dodson was absent at the time the meeting began. Staff in attendance included County Manager John Crumpton, 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:

Chair Dalrymple called for a moment of silence.

The Pledge of Allegiance was recited.

I. ADDITIONAL AGENDA

The Board considered changes and additions to the *Agenda*. County Manager John Crumpton requested the addition of the replacement of flooring at the Lee County Government Center as Item C under *New Business*. County Attorney Whitney Parrish requested a *Closed Session* for attorney client privilege to discuss matters pertaining to Lee County's participation in the opioid litigation and to discuss the matter of Little River, LLC vs. Lee County. Ms. Parrish also requested the addition of a *Closed Session* to discuss a personnel matter. With no further changes/additions requested, Commissioner Sharpe moved to approve the *Agenda* as amended. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Knecht, Reives, Sharpe, Smith
Nay: None
Absent: Dodson

The Chair ruled the motion had carried unanimously.

II. APPROVAL OF CONSENT AGENDA

The Board considered changes to the *Consent Agenda*. Commissioner Smith requested to move Item B Lease Renewal with Dean Real Estate for gymnastics from *New Business* to the

Consent Agenda as Item L. Commissioner Reives moved to approve the *Consent Agenda* as amended, which consisted of the following items:

- A. Minutes from the January 22, 2019 Regular Meeting.
- B. Minutes from the January 22, 2019 Closed Session Meeting.
- C. Minutes from the January 31, 2019 Special Meeting.
- D. Minutes from the January 31-February 1, 2019 Planning Retreat.
- E. Tax release and refund report for January 2019.
- F. Emergency Management Designation of Applicant's Agent.
- G. Acceptance of additional State revenue for maternal and child health.
- H. Acceptance of additional State revenue for mosquito control.
- I. Resolution Designating Depositories, Establishing Accounts, and Designating Signatories for Accounts of Lee County.
- J. Budget Amendment # 02/18/19/11.
- K. Request for approval of Safety Policy Change (J-8 Workplace Illness and Accident Reporting Policy).
- L. Request for addendum to lease agreement with Dean Real Estate, Inc. for gymnastics.

Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Knecht, Reives, Sharpe, Smith
Nay: None
Absent: Dodson

The Chair ruled the motion had carried unanimously.

III. JOINT PUBLIC HEARING WITH THE LEE COUNTY PLANNING BOARD

A. Zoning Map Amendment (Rezoning) Request for 124 and 154/156 Center Church Road

An application was submitted by Mark Lyczkowski to rezone two tracts of land from Residential Agricultural and Residential Restricted to General Commercial located along Center Church Road. The first tract is an about 1.19 acre lot addressed as 124 Center Church Road and identified as Tax Parcel 9631-44-1034-00 with the eastern portion currently zoned RR and the western portion of the parcel currently zoned RA. The second tract is an about 0.73 acre lot addressed as 154 and 156 Center Church Road, identified as Tax Parcel 9631-34-9072-00 and currently zoned as RA. Both properties have access to public water and are served by private septic systems. Both parcels are depicted on Lee County Tax Map 9631.03, and are illustrated on the survey map recorded in Plat Cabinet 2018, Slide 128 of the Lee County Register of Deeds Office. At this time, Commissioner Dalrymple opened the public hearing for comment.

The following people spoke in favor of the rezoning request:

- Mark Lyczkowski, 3018 Carrington Lane, Sanford, NC

No one spoke in opposition to the proposed rezoning request.

Chair Dalrymple declared the public hearing closed.

IV. PROCLAMATION

A. Proclamation recognizing Black History Month

Community resident, Robert Finch requested a proclamation for Black History Month that is traditionally recognized/observed annually during the month of February. Mr. Ervin Fox with the

NAACP was present to accept the proclamation. Chair Dalrymple recited the proclamation. Commissioner Smith moved to adopt the proclamation as presented, 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, Del Palazzo, Knecht, Reives, Sharpe, Smith
Nay: None
Absent: Dodson

The Chair ruled the motion had carried.

V. PUBLIC COMMENTS

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

VI. OLD BUSINESS

A. Update on the Memorandum of Understanding for placing a mural honoring Dr. Mary Margaret McLeod on a County owned building.

The Suzanne Reeves Literary Club has spearheaded an effort to raise funds for a mural honoring the life and work of Dr. Mary Margaret McLeod. The club and Liz Whitmore, Planner with the City of Sanford specializing in Historic Preservation, believe the wall outside the Department of Social Services would be an appropriate place for the mural. The mural would contain the likeness of Dr. McLeod along with representative images of the children she treated and a depiction of her famous "Fanny Cream." The memorandum of understanding details the proposed terms and conditions for installing a mural on a county owned building. The Board approved the MOU at its regular meeting on November 19, 2018. However, after the approved MOU was sent to Eddie Winstead with the Suzanne Reeves Literary Club, there was a concern on the part of the Club that it may not be able to be responsible for any future additions/changes/alterations of the mural. After further discussion with Liz Whitmore, she responded that when the project is bid out, the agreement the artist signs includes a ten year minor repair/maintenance on the mural up to a certain amount that could be designated, usually \$250.00. County Attorney Whitney Parrish stated the Board will need to decide if it will accept taking over the maintenance of the mural once it is installed. Liz Whitmore with the Appearance Commission stated that any funds raised for the project will be deposited into Downtown Sanford Incorporated's fund where the City of Sanford's Appearance Commission will monitor the use, the Public Arts Subcommittee will be responsible for administering the request for proposals, the County will make the final decision as to the artist, rendering, and location of the mural, and the artist will be required to have a \$2,000,000 insurance policy to cover any accidents along with a 10 year maintenance policy to cover minor maintenance or repairs, and due to the fact that the Appearance Commission Public Arts Subcommittee makes promotional materials regarding the local murals, the County, as the sole owner of the artwork, will agree to include the mural on the mural map maintained by Downtown Sanford Incorporated. A request for proposals will be advertised to the North Carolina Arts Council to recruit artists. Once the agreement is signed, and a deposit is made, it could be about 6 months before the installation begins. Commissioner Reives stated that he would feel more comfortable if the City of Sanford was also involved. Commissioner Reives requested that the process for placing a mural on County property and how it works should be noted either in the MOU or in a policy that can be made available upon request. Commissioner Reives moved to approve the Memorandum of Understanding with the discussed amendments, 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, Del Palazzo, Knecht, Reives, Sharpe, Smith
Nay: None
Absent: Dodson

Chair Dalrymple ruled the motion had carried.

B. Request for order of the Tax Collector to advertise 2018 delinquent real property taxes per NCGS 105-369(a).

Tax Administrator Mary Yow requested an order advertising the 2018 tax liens. NCGS 105-369(a) requires the tax collector to report to the governing board unpaid real property taxes for the current fiscal year. The governing board must then order the tax collector to advertise the tax liens. A report of all unpaid 2018 property taxes was submitted to the Clerk to the Board and the Board of Commissioners on Monday, February 4, 2019 and is on file with the Clerk to the Board and available for review on the commissioner's webpage. The advertisement of tax liens will be published in the Sanford Herald no sooner than March 20, 2018. The total amount of unpaid property taxes as of February 4, 2018 was \$2,638,225.34. As of today, that number is today is \$1,975,529.99. The earliest the advertisement could be issued would be March 20, 2019 due to a 30 day requirement from the date the order is issued. Commissioner Smith moved to order the Tax Collector to advertise the tax lien for 2018 delinquent real property taxes. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Knecht, Reives, Sharpe, Smith
Nay: None
Absent: Dodson

Chair Dalrymple ruled the motion had carried.

VII. NEW BUSINESS

A. S3 Connect Update

Karen Kennedy with S3 Housing Connect provided an update on the progress of their homelessness initiative over the past year. Jeffrey Rawlings as Chair of S3 Housing Connect provided information on what the organization has been doing. There has been a lot of support across organizations and county staff. In addition, S3 has drawn support from the faith-based community. Local shelters have also provided support including Haven, Family Promise, and the new shelter, Bread of Life, along with Outreach Mission. They have adopted the low barrier approach. Low barrier means "live through the night and we'll deal with whatever tomorrow." That has not previously been the case. There are three rules: 1. Respect yourself, 2. Respect each other and 3. Respect the house. S3 Connect has partnered with Kendra Martin with United Way to increase their tier on 211 to provide better access to available resources for those in need.

In 2018, Outreach Mission served 249 people, 62 were transient, 162 participated in the transformative program, 38 veterans were served, 86 persons who didn't have an identification received one, 152 medical referrals were made, 141 persons left with employment, 144 left with housing, 19,320 meals were served, 6,441 nights of shelter were offered and provided to persons who did not have it. Terry Alebaugh, Community Impact Coordinator with NC Coalition on Homelessness, stated that Outreach Mission has stepped up the effort to create a low barrier shelter. The Bread of Life stepped forward to open an extreme weather shelter. A project on Linden Avenue will produce five units to help move people past homelessness. With regard to the 2018 point-time-count, each year across the

country a count is made for people who are experiencing homelessness. Of the homeless people counted in January, 53.6% were staying in unsheltered places. The state ratio is 26% and the national ratio is about 35%. Mr. Alebaugh encouraged continued support for the unsheltered, chronically homeless population. Mr. Alebaugh recommended Stan Holt to help assist in moving the effort forward when he moves on to assist other Counties. Outreach Mission allows people to stay as long as they are following the rules and working to achieve their goals. Karen Kennedy requested continued support of the homelessness initiative moving forward.

B. Request for lease renewal with Dean Real Estate for gymnastics. – Moved to Consent

C. Request for Flooring at the Lee County Government Center

The fourth floor of the Lee County Government Center which includes the Social Services Department is in need of flooring replacement to address needed repairs and sanitary issues. This replacement has been budgeted in the fiscal year 2019 budget. Commissioner Reives moved to approve the proposed replacement of flooring at the Lee County Government Center in the amount of \$34,784.88, a copy of the proposal is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Knecht, Reives, Sharpe, Smith
Nay: None
Absent: Dodson

Chair Dalrymple ruled the motion had carried.

VIII. MANAGERS' REPORTS

A. Monthly Financial Report for January 2019

Assistant County Manager/Finance Director Lisa Minter presented the Monthly Financial Report for January 2019. No action was taken.

B. County Manager's Monthly Report for February 2019

County Manager John Crumpton presented the Monthly Manager's Report for February, 2019, a copy of which is attached to these minutes and by this reference made a part hereof. County Manager John Crumpton stated that the draft plans for the Courthouse have been passed around to those involved for comment. Mr. Crumpton stated that due to the NACO Conference taking place in March in Washington, DC, the Chair along with a few staff people will be out of town during the next scheduled Board of Commissioner Meeting. Chair Dalrymple stated that due to proposed bond projects, there may be a need for a joint meeting in March along with a workshop to train the Board regarding implementation of an agenda management system. Chair Dalrymple recommended holding one regular meeting in the month of March. Commissioner Reives moved to have one meeting in March on March 18, 2019. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Knecht, Reives, Sharpe, Smith
Nay: None
Absent: Dodson

The Chair ruled the motion had carried.

IX. COMMISSIONERS' COMMENTS

Chair Dalrymple asked Commissioner Smith about his initiative to hold Town Hall Meetings. Commissioner Smith stated that he intends to hold the meetings in District 2 and include Commissioners Sharpe, Dodson and the Chair as the At-Large Commissioners. Chair Dalrymple requested getting a policy in place if staff are involved.

X. CLOSED SESSION

Commissioner Sharpe moved to go into closed session per N.C. General Statute § 143-318.11(a)(4) to discuss matters relating to the location or expansion of business, per N.C. General Statute § 143-318.11(a)(3) to consult with the County Attorney to discuss matters pertaining to Lee County's participation in the opioid litigation and the matter of Little River, LLC vs. Lee County, and per N.C. General Statute § 143-318.11(a)(6) to discuss a personnel matter. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Knecht, Reives, Sharpe, Smith
Nay: None
Absent: Dodson

Chair Dalrymple ruled the motion had carried.

ADJOURNMENT

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

Aye: Dalrymple, Del Palazzo, Knecht, Reives, Sharpe, Smith
Nay: None
Absent: Dodson

The Chair ruled the motion had carried unanimously and the meeting adjourned at 8:38 p.m.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk to the Board

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. B.

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

MEETING DATE: March 18, 2019

SUBJECT: Minutes from the February 11, 2019 Interlocal Committee 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 February 11, 2019 Interlocal Committee Meeting
BUDGET IMPACT	N/A
ATTACHMENTS	"Draft" copy of the February 11, 2019 Interlocal Committee Minutes
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Minutes from the February 11, 2019 Interlocal Committee Meeting
SUMMARY	

A "draft" copy of the Minutes from the February 11, 2019 Interlocal Committee 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

Committed Today for a Better Tomorrow

JOINT MEETING OF THE INTERLOCAL SUB-COMMITTEE FOR THE
COUNTY OF LEE, CITY OF SANFORD, AND TOWN OF BROADWAY
GORDON WICKER CONFERENCE ROOM
106 HILLCREST DRIVE
SANFORD, NORTH CAROLINA 27330

February 11, 2019

The Joint Interlocal Sub-Committee appointed to study Interlocal Agreements and other items of interest between the County of Lee, City of Sanford, and Town of Broadway, met at 11:00 a.m. in the Gordon Wicker Conference Room located at the Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina on said date. Commissioner appointed members present were Amy M. Dalrymple, Kevin C. Dodson, and Cameron W. Sharpe. County Staff in attendance included County Manager John Crumpton, Finance Director Lisa Minter, County Attorney Whitney Parrish, Community and Governmental Relations Manager Jamie Brown, and Deputy County Attorney/Clerk to the Board Jennifer Gamble.

Lee County Board of Commissioners Chair Amy Dalrymple called the Joint Sub-Committee meeting to order and the following items were discussed:

- I. Unified Development Ordinance/Airport Overlay
 - a. Planning and Community Development Director Marshall Downey provided an update on the Unified Development Ordinance and Airport Overlay. The purpose of the Airport Overlay is to address concerns regarding residential encroachment around the airport. Base zoning would stay the same, and the new overlay, if adopted, would put a further restriction at one unit per five acres. This proposal was taken to a public meeting late August of last year and part of the feedback received was that property owners were concerned about the limitations placed on use of properties. In the overlay, you can create six lots off of a public street and up to three lots off of an easement. There will be another public meeting on February 27, 2019 later followed by a Joint planning Commission meeting and a public hearing later in the spring. There is a provision in the overlay regulating the development of major subdivisions. These requirements only pertain to residential development, not commercial and industrial.
 - b. Planning staff will present at each elected Board's budget retreat to take a deeper dive into the development stance. One of the concerns is when an urban neighborhood is proposed, what are the expectations of the local boards? A consultant known as Benchmark has been engaged to assist with this process. Mayor Mann emphasized the importance of expressing the rules of zoning to developers and mentioned several residential projects getting ready to commence. Amenities, standards for development, and assistance with handling future development will be topics of focus.

II. Kiwanis Family Park Timeline

- a. Victor Czar, City of Sanford Public Works Director, stated the notice to proceed on the renovations and splash pad at Kiwanis Family Park was issued beginning of January. The playground equipment is nearing the end of selection and will come online in the early part of June. The splash pad will need to go through a more rigorous inspection with the pump house and all aspects involved with the construction. Estimated completion is August 2019 assuming weather does not interfere. A temporary entrance next to the existing entrance will be opening. The existing bathroom will be coming down in another week and port-o-potties and wash stations have been provided to the public in the meantime. A park administrator has been hired, Don Royder, who will be helping to manage the project. Renderings were presented illustrating the entrance. City of Sanford Mayor Pro Tem Rebecca Salmon mentioned the possibility of working with local groups to provide public art for the park. Mr. Czar stated that a committee was used to select the playground equipment including equipment that is friendly to the mobility challenged.

III. Multi-Sport Complex

- a. Many elected officials have been involved with members of the community. The Mayor and members of staff worked with the community to produce feedback through a study performed by Brailsford and Dunlavey to gauge interest for a multisport complex. Mayor Mann stated that Sanford has a premier spot and citizen who is interested in donating land with the North Carolina Department of Transportation providing improvements. The owner would like to place a hotel toward the front of the property on eight acres. This item will be a proposal that will rely on public support. Mayor Mann stated the median age of Sanford is about 39 and this could be a good chance to provide opportunities for young families with children in the community. The estimated price is about \$25,000,000 to complete. The next step is to reform the Multi-Sport Complex Committee to steer this project and reconnect with focus groups.

IV. Joint Library with CCCC

- a. Chair Dalrymple met with members of CCCC at the Library Board of Trustees meeting last night to explore the idea of a new library. The Lee County Library has passed its prime many years ago and is not large enough to offer the programs and services needed by Lee County residents. The College has had conversations with the County regarding a joint library concept. The college has about 16,000 students. The college is offering the property next to the civic center off of Kelly Drive. The college proposes that the joint library would be placed along the road frontage with the public library on the lower floor accessible from the Nash Street side and upstairs with through a separate entrance would be the college library. There would be a connector to link the new part with a second building to go with the library design that would be for Lee Early College. The County Library Director, Beth List, would be in charge of the library portion and CCCC would hire two additional staff members to help with the college part. The Lee County Library Board of Trustees is working on a wish list for facilities and programs at the library and CCCC is doing the same thing and together with an architect, they will work on a conceptual design. This proposed bond for this project is expected to be placed on the November 2020 ballot.

V. Occupancy Tax Discussion

- a. Mayor Mann stated that the Tourism and Development Authority has been very successful. They are about to award a project to a marketing firm to help kick off several projects. The way the language was written, the legislation is very restrictive, thus the City would like to propose consideration of a local bill to alter the

allocation of the occupancy tax. 2/3 of the occupancy tax is dedicated to marketing and tourism development with the remaining 1/3 dedicated to the Dennis Wicker Civic Center. Funds are needed for facilities. The TDA will be directly as well as indirectly promoting the civic center. The City will be asking legislators to work on redrafting this legislation. City Council will be discussing the proposed bill with legislative representatives at their upcoming retreat meeting. The TDA is combining efforts with Downtown Sanford to work on this proposal.

VI. Deep Well Injection Ordinance

- a. City of Sanford Councilman Sam Gaskins stated the main concern with having a nuclear power facility located directly on a fault and two other faults in the area is that deep well injection could cause significant environmental impacts on Central NC. During discussion, it was brought out there was already a state law that prevents deep well injection in certain circumstances where the restriction is included in the Unified Development Ordinance. Potential areas for fracking are located within 15-20 miles of the nuclear site.

VII. S3 Housing Connect Update and OMI Shelter Sustainability Plan

- a. S3 Housing Connect has been successful in providing a place to the public in the case of an emergency event. Phase II is providing a better sustainability plan for emergency shelters. The homelessness issue has seemed to improve based on comments from downtown merchants. The OMI Shelter went from a high barrier to a low barrier and have had an 89% success rate. The shelter is now open 24 hours a day 7 days a week. Mayor Mann stated the issue is the sustainability of the 24/7 operations. Kate Rumley and Karen Kennedy have a plan to receive a grant for a new shelter. Mayor Mann requested consideration of a future request for temporary funding to sustain shelter operations. Earl Murphy, the founder and owner of Outreach Mission, provided 2018 statistics. OM became low barrier in May 2018. In 2017, OM served less than 80 people. In 2018 OM served 115 men, 47 women, 25 children, of which 38 were veterans. The shelter assists in helping individuals find jobs and housing. OM has a success rate of 89%, 141 of the 162 adults left the shelter with employment or an income. 144 left with housing. These are people who were on the street that are now tax payers. OM is in the second year of a five-year plan and have met the goals for the first year and are working to complete the goals set for year two.

VIII. Discussion of Proposed Mural to Honor the Life and Work of Dr. Mary Margaret McLeod

- a. City Council woman Rebecca Salmon provided support for the mural to honor the work of Dr. Mary Margaret McLeod. Chair Dalrymple stated that the project is going to be revisited. There are a couple concerns regarding the placement of the mural on a County owned building. Concerns include product placement that could be perceived as advertising, long-term maintenance, and policies and rules. County Attorney Whitney Parrish stated that in conversations with Liz Whitmore, the muralist will warrant the maintenance for a certain amount of time. Ms. Salmon stated that there is no ability to have a perpetuity clause for maintenance on a mural, but the hope is that future restoration or painting will be addressed on an as needed basis. This will be on the County Commissioner meeting agenda for February 18, 2019.

IX. Member Updates

- a. County Manager John Crumpton stated that tax assessments will be mailed out later in the month detailing the appeal process. The commercial/industrial properties are looking at a 30% increase in value and a 4 % increase in residential values. Total growth for Lee County is 1.48 percent. When you take the levy from this year

and multiply is by your growth that gives you the levy for next year. Last year the tax base grew at almost 4% in the county.

The meeting adjourned at 12:45 p.m.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk to the Board



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: March 18, 2019

SUBJECT: Tax Release and Refund Report for February 2019

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 February 2019
BUDGET IMPACT	No
ATTACHMENTS	1) Release Code Descriptions 2) General Statute 105-381 (b) 3) Personal Property Abatement Report
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Tax Release and Refunds for February 2019 as presented.
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

§ 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.

Personal Property
 Abatement Report

Lee County, NC
 From: 2/1/2019
 To: 2/28/2019

Name	Value	County Tax	County Penalty	City Tax	City Penalty	District Tax	District Penalty	Total	Rel. Code
2018									
Refund									
TELESFORO AGUIRRE ESTRADA	\$2,210.00	\$17.57	\$1.76	\$0.00	\$0.00	\$2.12	\$0.21	\$21.66	T-4
Refund Totals:	\$2,210.00	\$17.57	\$1.76	\$0.00	\$0.00	\$2.12	\$0.21	\$21.66	
Release									
RAMON SEPULVEDA JR	\$1,907.00	\$15.16	\$0.00	\$11.82	\$0.00	\$0.00	\$0.00	\$26.98	T-1
ELEUTERIO CASARRUBIAS CERVANTES	\$1,450.00	\$11.53	\$1.15	\$0.00	\$0.00	\$1.26	\$0.13	\$14.07	T-3
DEISY NELLY HERNANDEZ GALIANA	\$3,420.00	\$27.19	\$2.72	\$21.20	\$2.12	\$0.00	\$0.00	\$53.23	T-9
BRIAN BZDUCH	\$7,870.00	\$62.57	\$6.26	\$0.00	\$0.00	\$7.56	\$0.76	\$77.13	TO-12
MARIBEL MARTINEZ	\$1,110.00	\$8.82	\$0.88	\$6.88	\$0.69	\$0.00	\$0.00	\$17.28	T-6
MIGUEL TORRES	\$5,380.00	\$42.77	\$4.28	\$0.00	\$0.00	\$6.03	\$0.60	\$53.68	T-3
Release Totals:	\$21,137.00	\$168.04	\$15.29	\$39.91	\$2.81	\$14.84	\$1.48	\$242.37	

LEE COUNTY

Committed Today for a Better Tomorrow

ITEM #:
II. D.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: March 18, 2019

SUBJECT: Approve FY 19 - 20 State Consolidated Agreement

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 the FY 19 -20 State Consolidated Agreement
BUDGET IMPACT	Reimbursement will not be made to the county until the Consolidated Agreement is signed and received by the State Contracts Office.
ATTACHMENTS	(1); Copy of FY 19 - 20 State Consolidated Agreement (32 pages)
PRIOR BOARD ACTION	None
RECOMMENDATION	Approve FY 19-20 State Consolidated Agreement.
SUMMARY	

Summary of Changes to the FY 2019-2020 Consolidated Agreement (CA). The more robust changes are explained.

1. **Section A.8-** The Department shall provide to the State a copy of any rules adopted, **amended** or rescinded by the Local Board of Health pursuant to NCGS § 130A-39 Powers and duties of a local board of health and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption or rescission.
2. **Section A.21-technical correction due to department name change.**
 The Department shall retain financial and program records including electronic records in accordance with the **North Carolina Department of Natural and Cultural Resource's Local Government Schedules records retention policy and in accordance with the retention of those records as described in Section C.I.f.**
- 3) **Section B.7.d-** additional requirement

 All Department fees, **including environmental health fees** should be reviewed annually in accordance with the North Carolina Local Health Department Accreditation Board guidance.
- 4) **Section B.15-** The Department shall comply with the federal **Uniform Guidance, codified at 2 C.F.R. Part 200, when utilizing federal grant funds.**

BIS.a When procuring goods and services with federal grant funds, the Department shall apply the most restrictive rule when following federal, state, and local government procurement requirements.

- 5) **Section C.4.a** - The Department shall observe the following conditions when budgeting and reporting Local Earned Revenues:
 - a. **Locally appropriated funds may not be withdrawn due to fee collection greater than projected in the budget or due to new grant funding except during the last two months of the fiscal year to allow the county to manage end of year budget close out.**
- 6) **Section C.4.d.I e** has been deleted from list. (deleted reference to line 106.)
- 7) **Section C.4.e.4, 5**-deleted BIOTERRORISM REFERENCE FROM "4". Added instructions to report fees collected in 5 on ZZZZ lines in the ATC Database.

This was approved by the Board of Health February 20th, 2019.

FY 2020 CONSOLIDATED AGREEMENT

This Agreement is made between the North Carolina Department of Health and Human Services, Division of Public Health (“State”) and the Lee County Health Department (“Department”) for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Agreement shall cover a period from July 1, 2019 to June 30, 2020 and shall remain in force until the next Fiscal Year Agreement is signed except as provided for in Section J. Termination.

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

A. RESPONSIBILITIES OF THE DEPARTMENT

1. The Department shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code, as well as all applicable federal and State laws and regulations.
2. The Department shall perform the activities specified in the Agreement Addenda for State-funded budgets. The Department must negotiate these Agreement Addenda in good faith to the satisfaction of State representatives as part of the Agreement execution. The Department will meet or exceed the Agreement Addenda levels unless extenuating circumstances prevail and are explained in writing to the State section, branch or program.
3. The Department shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, and by North Carolina Administrative Code.
4. The Department shall provide access to patient records to authorized staff from the Division of Public Health (DPH) for technical consultation, program monitoring, and program evaluation, as specified by applicable program rules, Agreement Addenda for State-funded budgets, and by North Carolina Administrative Code.
5. The Department shall provide client, service, encounter, and other data through the State’s centralized automated systems for claims creation and submission for processing to the State’s Medicaid agency except as allowed by NCGS § 130A-45.13 Authority to contract directly with private providers to operate billing system for county Medicaid claims and NCGS § 130A-34.2 Billing of Medicaid. To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service except as allowed by NCGS § 130A-34.2 the Department shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
6. The Department shall share data to support efforts of the public health system, represented by the local health departments, local health programs, and the State (the parties), in order to meet public health objectives. The data will be shared in a manner which respects the confidentiality and integrity of each party’s data and protects the privacy of individual client health information. Sharing data includes providing client information allowed as permitted disclosures under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, HIPAA Administration Simplification Provisions Sections 261 through 264, 45 CFR 164.512.
7. The Department shall administer and enforce all rules that have been adopted by the Commission for Public Health, ratified by the North Carolina General Assembly, or adopted by the Local Board of Health.
8. The Department shall provide to the State a copy of any rules adopted, amended or rescinded by the Local Board of Health pursuant to NCGS § 130A-39 Powers and duties of a local board of health and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption or

rescission. These rules and ordinances are to be sent to the Local Technical Assistance and Training (LTAT) Branch Head or designee.

9. The Department shall have policies related to conflict of interest, and policies and procedures for human subjects clearance. Each staff member shall receive a copy of these policies.
10. The Department shall provide to the Local Technical Assistance and Training (LTAT) Branch Head or designee:
 - a. A comprehensive community health assessment (CHA) at least every four years, for each county or health district. The CHA should be a collaborative effort with local partners inclusive of hospitals, businesses, community partners, and the local Healthy Carolinians Partnership (if such exists), and shall include the collection and analysis of primary data at the county and district level (if such exists), secondary data from the State Center for Health Statistics (SCHS) and other sources, and an assessment and analysis of community resources. The CHA shall identify a list of community health problems based on the assessment. Each identified problem shall be prioritized and described in the narrative. The CHA will include data analysis of those indicators listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1. The CHA is due on the first Monday in March following the year of assessment.
 - b. Community Health Improvement Plans (CHIPs) no later than six months after the completion of the comprehensive community health assessment (CHA). The CHIPs are due by the first Monday in September following the year of assessment.
 - 1) A CHIP is written for each of two prioritized health problems.
 - 2) One CHIP can be short term in nature (focus for 1-3 years), but the second CHIP must be long term (focus for 5-10 years).
 - 3) Each CHIP should use best evidence interventions targeting health behaviors, the physical environment, social and economic factors, and/or clinical care.
 - 4) The long-term CHIP must be represented in either the CDC 6/18 Initiative, HI- 5 Interventions, be one of the 13 Healthy North Carolina 2020 (HNC 2020) focus areas or in other evidence-based health status indicators.
 - 5) The long-term CHIP should include short-term and long-term interventions with a goal of improving population health indicators (morbidity and mortality).
 - 6) The long-term CHIP could potentially persist for several CHA cycles. With each CHA cycle, the CHIP must be updated to demonstrate that:
 - a) the health problem persists and continues to be a priority
 - b) the current interventions are effective, or that new interventions are needed, and
 - c) the interventions need to be expanded to a new target population.
 - 7) All CHIPs shall include a plan for staffing, training, implementation, monitoring, evaluating, and sustaining.
11. The Department shall provide a state of the county or district health report (SOTCH) during each of the interim years between community assessments. The SOTCH shall include progress made on each CHIP evaluation measure. The SOTCH is due by the first Monday in March during the years a CHA is not submitted.
12. The Department shall make requests for variances in submission of documents in writing in advance of the required date of submission. Emails may be sent to the Director, Community Health Assessment, Local Technical Assistance and Training Branch (LTAT) cha_sotch@dhhs.nc.gov.
13. Refer to CHA tools at <https://publichealth.nc.gov/lhd/index.htm>

14. The Department shall provide formal training for its Board of Health (BOH). The LTAT Branch shall notify the Department no later than April 30 of the name of the contractor who can provide this training during the upcoming fiscal year. First priority should be given to training newly appointed members with the ultimate goal of having all BOH members trained as time and resources allow. Continuing education updates on topics of special interest are strongly encouraged after general board member orientation has been provided for all BOH Members.
15. The Department shall provide Network and Internet access at its facilities (or to the county network where desired) at a minimum speed of a full T1 line in order to:
 - a. Connect with the North Carolina Health Alert Network (HAN), North Carolina Electronic Disease Surveillance System (NCEDSS), North Carolina Immunization Registry (NCIR), Local Health Department Health Services Analysis (LHD-HSA) and Electronic Birth Registration System (EBRS)
 - b. Rapidly communicate email alerts to and from DPH regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.)
 - c. Access DPH training material and information used for training staff, including access to webinars
 - d. Maintain a secure infrastructure for remote data entry in the local health departments
 - e. Report electronically all required Environmental Health Section inspection data in the format and frequency specified by DPH. (Paper copies of inspection data are no longer accepted for Food, Lodging, and Institutions inspections.)

The Department will maintain the above-described minimum connection. The Department may choose any provider (ISP) that it wishes. The Department will also ensure security of a minimum of a T1 connection at the Department location. The Department may utilize security products (i.e., firewalls) of its choosing to maintain network connectivity and security integrity. The Department network configuration and security practices must allow communication with systems within the state network.
16. The Department shall incorporate basic elements of the North Carolina Public Health logo and theme line (slogan) into communication materials developed for programs and services that depend, in whole or in part, upon State funding. The logo files are available from the Local Technical and Assistance Training Branch. Such communication materials could include letterhead, business cards, brochures, pamphlets, advertisements or announcements, signs and marketing/promotional materials. The Department is encouraged to incorporate its own name with the logo.
17. The Department shall notify the LTAT Branch any time there is a legal name change to the Department; in addition, if the Department becomes part of a consolidated human services agency or any other governance change, the Department shall notify the State immediately and send to the LTAT Branch an organization chart reflecting the new structure of the consolidated human service agency or governing board so that the State will know who to contact related to public health issues.
18. The Department shall notify the DPH Director in writing 90 days in advance of any planned discontinuance of either Care Coordination for Children (CC4C) or Pregnancy Care Management (OBCM) programs. A letter co-signed by the DPH Director and the Department's local Health Director is required approving a joint transition plan that includes input from the appropriate local partners. Failure to comply with this provision may result in the withholding of all funds from the Department at the discretion of the DPH Director. (See Attachment A for Discontinuance of the OBCM or CC4C Program requirements.)
19. The Department may not require a client to present identification that includes a picture of the client for at least immunization, pregnancy prevention, sexually transmitted disease and communicable disease services.

20. The Department shall assure the State that expenditures of locally appropriated funds (Maintenance of Effort, or MOE) is maintained for maternal health, child health, and family planning program activities equal to or greater than that reported on the Staff Time Activity Report for the period July 1, 1984 through June 30, 1985. This figure will be increased annually based on a federally accepted inflation index. This revised baseline figure has been calculated and is provided as Attachment B to this Agreement for the Department's use in budget preparation.
21. The Department shall retain financial and program records including electronic records in accordance with the North Carolina Department of Natural and Cultural Resource's Local Government Schedules records retention policy and in accordance with the retention of those records as described in Section C 1.f. Records resulting from these services shall not be destroyed, purged or disposed of except in accordance with the records retention policy and in accordance with State and federal law. The State's basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

B. FUNDING STIPULATIONS

1. Funding for this Agreement and all Agreement Addenda is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Agreement.
2. During the period of this Agreement, the Department shall not use State, federal or Special Project funds received under this Agreement or any Agreement Addenda to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see Paragraph C.3 below).
3. The Department shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
4. The Department shall submit monthly reports of On-Site Wastewater activities to the On-Site Water Protection Branch in the Environmental Health Section of DPH in the format provided by the Section.
5. The Department shall comply with 10A NCAC 46.0200 Standards for Local Health Departments.
6. The Department shall maintain authenticated employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in 2 CFR 200) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.
7. For Departments participating in Medicaid Reimbursement, the Department shall:
 - a. Execute a Provider Participation Agreement with the Division of Medical Assistance. Health departments receiving at least \$5,000,000 in Medicaid receipts annually, as identified by the Division of Medical Assistance, must sign, as part of their continuing participation as a Medicaid provider, a Letter of Attestation affirming that: (1) detailed information is provided to employees, contractors and agents about the Federal and State False Claims Acts and (2) written policies and procedures are in place to detect and prevent fraud, waste and abuse.

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

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

The Department shall maintain an active registration in the federal government's System for Award Management (SAM). The SAM registration must be updated no less than annually in order to maintain an active status. To update the registration, the Department must log in at the SAM home page, www.sam.gov, and follow the instructions found there.
14. Subject to the availability of funds and approval of the Environmental Health Section, the Department may request reimbursement for Centralized Intern Training (CIT) and a one-time mileage allocation. (Attachment E)
 - a. For Interns attending CIT sessions, reimbursement amounts are based on the session attended:
 - 1) Food Protection & Facilities Track — \$280
 - 2) On-Site Water Protection Track — \$560
 - 3) Tier 2 General EH Module — \$280
 - b. For Cross-training Registered Environmental Health Specialists (REHS) attending CIT sessions, reimbursement amounts are based on the session attended:
 - 1) Food, Lodging, & Institutions— \$170
 - 2) Child Care & School Sanitation— \$62
 - 3) On-site Water Protection— \$450
 - 4) Private Drinking Water Wells— \$62
 - 5) Public Swimming Pools— \$62
 - 6) Tattoo— \$62

- c. A one-time mileage allocation per two REHSs from the same county per training session is based on one of the four geographical areas they are employed. Reimbursement requires successful completion of the course and requests must be filed by the Department within 60 days course completion.
- 1) Area 1 — \$57: Alamance, Caswell, Chatham, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Lenoir, Montgomery, Moore, Nash, Orange, Person, Randolph, Sampson, Vance, Wake, Warren, Wayne, Wilson.
 - 2) Area 2 — \$170: Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Cabarrus, Camden, Carteret, Catawba, Chowan, Columbus, Craven, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Hertford, Hyde, Iredell, Jones, Lincoln, Martin, Mecklenburg, New Hanover, North Hampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Surry, Tyrrell, Union, Washington, Watauga, Wilkes, Yadkin.
 - 3) Area 3 — \$283: Avery, Buncombe, Burke, Caldwell, Cleveland, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey.
 - 4) Area 4 — \$396: Cherokee, Clay, Graham, Macon, Swain.

15. The Department shall comply with the federal Uniform Guidance, codified at 2 C.F.R. Part 200, when utilizing federal grant funds.

- a. When procuring goods and services with federal grant funds, the Department shall apply the most restrictive rule when following federal, state, and local government procurement requirements.

C. FISCAL CONTROL

1. The Department shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.a.
 - a. The Department shall maintain a purchasing and procurement system in accordance with generally accepted accounting practices and procedures set forth by the Local Government Commission.
 - b. The Department shall execute written agreements with all parties who invoice the Department for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.
 - c. The Department, when subcontracting, must meet the following conditions:
 - 1) The Department is not relieved of any of the duties and responsibilities provided in this Agreement.
 - 2) The subcontractor will agree to abide by the standards contained herein or to provide such information as to allow the Department to comply with these standards.
 - 3) The subcontractor will agree to allow State and federal authorized representatives' access to any records pertinent to its role as a subcontractor of the Department.
 - 4) Upon request, the Department will make available to the State a copy of subcontracts supported with State or federal funds.
 - d. The Department must receive prior written approval from the State to subcontract when any of the following conditions exist:
 - 1) The Department proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Agreement.

- 2) The Department proposes to subcontract 50 percent or more, or \$50,000, whichever is greater, of the total State and federal funds made available through this Agreement for any Agreement Addendum for any single public health Activity.
 - 3) The Department proposes to subcontract for services in the Women, Infants and Children (WIC) Program.
 - e. The Department shall mail a signed copy of all public health Funding Authorization documents to the DPH Budget Office, 1931 Mail Service Center, Raleigh, NC 27699-1931.
 - f. The Department shall retain a copy of all Funding Authorization documents, the monthly certified electronic printed screen of the Expenditure Reports with any amendments (via the Aid-to-Counties Database), Consolidated Agreement, Agreement Addenda, Agreement Addendum Revisions and other financial records in accordance with the current Records Disposition Schedule for Local Health Departments issued by the North Carolina Department of Cultural Resources and located on their website at: <https://archives.ncdcr.gov/documents/local-health-departments-schedule>
2. Audits/Monitoring:
 - a. The Department shall have an annual audit performed in accordance with the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR 200. The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county health department) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the DHHS Internal Audit Office by LGC will be investigated and findings verified by the DHHS Controller's Office staff with assistance of DPH Program Staff.
 - b. The Department, if it is a District Health Department, Public Health Authority, or Hospital Authority, must complete quarterly a Fiscal Monitoring Report and submit it to the Branch Head of DPH, Local Technical Assistance and Training Branch.
3. The Department shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Activity covered by this Agreement in a manner consistent with instructions provided in general budgetary guidance from the DPH and the specific guidance from the respective programs and enter that budget information into the Aid-to-Counties Database for each activity funded under this Agreement.
 - a. The Department shall prepare budget revisions to their Local Appropriation budgets when appropriations will be increased or decreased and enter that information in the Aid-to-Counties Database.
4. The Department shall observe the following conditions when budgeting and reporting Local Earned Revenues:
 - a. **Locally appropriated funds may not be withdrawn due to fee collection greater than projected in the budget or due to new grant funding except during the last two months of the fiscal year to allow the county to manage end of year budget close out.**
 - b. All earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it except:
 - 1) Revenue generated by Women's and Children's Health (WCH) Section Programs may be budgeted and expended (consequently reported) in any WCH Section Program activity, unless a specific Agreement Addendum has a more restrictive requirement.
 - 2) Revenue generated by a local clinic or program that has no State-funded Activity budget (no State or federal funds) should be budgeted and associated expenditures reported in a State Program Activity that most closely matches the deliverables of the respective State

program. This process will enable the collection of total expenditures in public health per program.

- c. All fees collected shall be used in the current year or succeeding fiscal years.
- d. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 2 CFR 200.
 - 1) Local Budgets for DHHS Reporting: After preparing Local Budgets, the Department must use the following Allocation/County Lines in the Aid-to-Counties Database to show the approved local funding:
 - a) Line item 101 must be used to budget local appropriations for each program Activity, if applicable.
 - b) Line item 102 must be used to budget Title XIX Medicaid earned revenues for each program Activity, if applicable.
 - c) Line item 103 must be used to budget other earned revenues (e.g., Home Health fees, patient fees [cash], other insurance payments, and other grants and donations) for each program Activity, if applicable.
 - d) Line item 104 must be used to budget Local funding associated with Teen Pregnancy Activities, if applicable.
 - e) Line item ZZZZ must be used to report Temporary Food Establishment (TFE) fees.

Note: The Department shall report Local expenditures in the appropriate category (e.g., 101, 102, 103, 104, or ZZZZ) in the Aid-to-Counties Database.

- e. The Department must use the Aid-to-Counties Database to report the pertinent month's actual expenditures when reporting local expenditures (local appropriations, Medicaid or other earned revenues). An "actual expenditure" is one for which the item has been ordered, received, invoiced and the check has been issued or, if the Agreement Addendum allows for drawing down funds based on number of individuals screened or services provided, it is the actual number screened or served multiplied by the per capita rate specified in the Agreement Addendum. The Expenditure Reports must be submitted monthly in the website format and certified monthly in the website to the DHHS Controller's Office. The Department must use the following Allocation/County Lines in the Aid-to-Counties Database to report the monthly expenditures:
 - 1) Line item 101 must be used to report local appropriations.
 - 2) Line item 102 must be used to report Title XIX (Medicaid) earned revenues.
 - 3) Line item 103 must be used to report other earned revenues.
 - 4) Line item 104 must be used to report local funding for Teen Pregnancy Prevention Initiatives.
 - 5) Line item ZZZZ must be used to report Temporary Food Establishment fees and Limited Food Services Establishment fees collected. Limited Food Services Establishment fees collected on a monthly basis must be reported on ZZZZ lines of Food and Lodging activity number.
- f. A local account shall be maintained for unexpended earned revenues (i.e., Title XIX fees, private insurance or private pay [cash]). Accounts shall be maintained in sufficient detail to identify the program source generating the fees.
- g. The amount of Title XIX fees budgeted and expended in FY 2019-2020 must equal or exceed the amount of Title XIX revenues earned during FY 2017-2018. The State will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if the Department provides sufficient justification.

5. For State and federal revenues only, the Department shall submit a monthly report of actual State and federal expenditures to the DHHS Controller's Office in the Aid-to-Counties Database.
- a. Reporting in the Aid-to-Counties Database shall be by line item as referenced in Section C. Fiscal Control, Paragraphs 4.d and 4.e.
 - b. The Department shall submit to the DHHS Controller's Office a monthly Expenditure Report of the pertinent month's actual expenditures for all programs via the Aid-to-Counties Database. The Office of the Controller's Aid-to-Counties Expenditure Control Schedule, published annually in December for the next calendar year, provides the submission dates for these expenditures. This schedule allows the Department at least seven days to enter the pertinent month's expenditures into the Aid-to-Counties Database. Failure to meet the reporting deadline will result in the exclusion of those expenditures for that month. The Department must submit these monthly Expenditure Reports via the Aid-to-Counties Database consecutively throughout the Agreement period.

The health director and the finance officer will approve the monthly Expenditure Report in the Aid-to-Counties Database and the system will alert the staff in the DHHS Controller's Office that expenditures have been approved and certified. The "Certification" verifies that the total State and federal expenditures reported are valid for the pertinent month's actual expenditures. Local expenditures are part of the Expenditure Report, but are not included in the amount verified in the "Certification." Local appropriations must be reported monthly along with the State and federal expenditures. Funding is based on an allocation method, not a contract method, and counties receive reimbursement for services provided during one month in the following month.

- c. The final Expenditure Report for the SFY, the last service month to be paid in the SFY, will be May services which are reported and paid in June. (Services provided in June and reported in July will be paid out of the next SFY.)
- d. When Agreement Addenda are supported by federal funding or grants that do not coincide with the State fiscal year, care must be taken to be attentive to the service month and payment months for each grant as well as the ending liquidation date for each grant. Expenditures of federal funds must be reported according to the funding period for a grant. For each grant, the Budgetary Estimate document and the Funding Authorization document will have service and payment month dates listed. Failure to report expenditures after the payment period ends may result in non-payment.
- e. The Department shall have the opportunity to submit amended expenditure reports in the month following discovery of the error. The Department should not wait to submit all adjustments with the invoice submitted to the Office of the Controller at the end of May as that will not allow sufficient time for verification of the adjustments before the last payment in the State Fiscal Year.
 - 1) In accordance with Paragraph 4.d, above, the Department must keep current on reporting adjustments against federal funds to ensure such adjustments are received in time to be paid within the grant's payment period.
 - 2) The Department shall review their prior reimbursement claims against payments monthly.
 - 3) Amended expenditure reports must be submitted no later than the next reporting date after the grant period ends in order to be paid unless an exception is approved by the DPH Budget Office.
 - 4) Any overpayments identified by either the State or the Department will be adjusted out of the next month's claim for reimbursement by the DHHS Controller's Office or by submitting a check to DHHS for payment if it is the last month of the fiscal year or the federal grant is closed. There is no provision to carry forward funds from one State Fiscal

Year to another; therefore, any adjustment not included in the June payment (or earlier if the grant period expires during the State Fiscal Year) should be paid from local funds.

- f. The Department shall submit requests for reimbursement for training per Section B. Funding Stipulations, Paragraph 8, to the Public Health Nursing and Professional Development Unit. Form 3300 – Public Health Nursing Training Funds must be used as the invoice for payment the course Principles and Practices of Public Health Nursing and Form 3301 Management and Supervision Training Funds Reimbursement Form must be used for invoice payment for the course Management and Supervision.
- g. The Department shall submit requests for reimbursement for training per Section B. Funding Stipulations, Paragraph 14, to the Environmental Health Section. Form DHHS 4125 – Centralized Intern Training Funds Reimbursement Request must be used as the invoice for payment.

D. PERSONNEL POLICIES

1. The Department shall adhere to and fully comply with State and county personnel policies as applicable.
2. Environmental Health Specialists employed by the Department shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to NCGS § 130A-4 Administration. This delegation shall be done according to 15A NCAC 01O .0101 Scope of Delegated Authority.
 - a. The Department is responsible for sending their newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.
 - b. Arrangements for centralized intern training for newly-employed environmental health specialists will be handled by the DPH Education and Training Staff.
 - c. The Department, when contracting with an environmental health specialist (EHS) employed by another entity, shall be responsible for ensuring that all original documents/public records (e.g., permits, inspection reports, correspondence) generated by the contracted EHS be maintained by the Department. All contracts covering this work shall stipulate that the contracted EHS shall be available for consultation with the public concerning work performed under the contract.
3. The Department shall comply with 10A NCAC 46 .0301 Minimum Standard Health Department Staffing, and shall ensure that all nursing staff who provide public health services funded by this Agreement comply with this rule.
4. The Department shall complete the attached State Certifications regarding its compliance with E-Verify, its eligibility status as a contractor, and that its officers have not violated any State or federal Securities Acts.

E. CONFIDENTIALITY

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

F. CIVIL RIGHTS

1. The Department shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin or otherwise qualified handicapped individual, solely by reason of his or her handicap (unless otherwise medically indicated), be excluded from participation in,

be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Agreement.

2. The Department shall complete the attached Federal Certification regarding Nondiscrimination.
3. The American with Disabilities Act 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The Department certifies that it and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this Agreement.
4. Provision of Interpreter Services: As required by Title VI of the Civil Rights Act, the Department, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by the Department.

G. RESPONSIBILITIES OF THE STATE

1. The State shall provide training to the Department, and upon request, consultation will be provided for the Department's response to the Agreement Addenda.
2. The State shall conduct liaison activities with local health departments for general problem solving and technical support.
3. The State shall provide high-level consultation, technical assistance, and advice to local health directors. Broad content areas include, but are not limited to:
 - a. Board Relations
 - b. Management Teams and Staffing
 - c. Policy Development
 - d. Program Planning and Implementation
 - e. Quality and Performance Improvement
 - f. General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.
4. The State shall provide coordination and support for the education and training for the public health workforce.
5. The State shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested.
6. The State shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies and procedures that cross programs.
7. The State shall provide support and consultation to the public health workforce in local health departments, including regional public health consultants who offer technical assistance and training on professional development; program planning, program evaluation and quality assurance; data collection; and community health assessment.
8. The State shall act as the principal liaison between the public health system and the State's Medicaid agency on issues related to Medicaid reimbursed services provided by the State and the Department and shall cooperate with the State Medicaid agency to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.

9. The State shall provide an automated system to collect DPH program-related data from client, service, encounter and other data on behalf of the local health departments and other public health programs. The State shall provide business and technical support for the automated system to the users of this system.
10. The State shall be responsible in its use of data received and reviewed in its role as a public health authority and health oversight agency while respecting the confidentiality and integrity of the data and securing and protecting the privacy of individual client health information (see the Business Associate Addendum to this Consolidated Agreement).
11. The State shall provide to the Department the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of their local budget proposals per current General Statute. An exception is the Food & Lodging distributions required by NCGS § 130A-248(d). The State shall provide the Food & Lodging funding allocation on the Distribution Spreadsheet which will accompany the Activity 874 Food & Lodging Agreement Addendum.
12. The Food & Lodging Local Health Department Request for Payment Form (DPH EH 2948) will accompany the Agreement Addendum for Activity 874 Food & Lodging and will be provided to the Department no later than March 30 for the State Fiscal Year in which payment will be made. The State shall disperse Food & Lodging funds to the Department upon receipt of the executed Agreement Addendum and the signed, completed, and approved Food & Lodging Local Health Department Request for Payment Form.
13. The State shall provide a Funding Authorization document to the Department after the receipt of the Certified State Budget.
14. The State shall make funds available to the Department at the beginning of each fiscal year upon receipt of this executed Agreement, and the executed Agreement Addenda. Funds will be dispersed in accordance with the timely submissions of Expenditure Reports. Payment will be made to the Department according to the DHHS Controller's Office Aid-to-Counties Expenditure Control Schedule issued December of each year for the following calendar year.
15. The State shall assist the Department to comply with all applicable laws, regulations, and standards relating to the activities covered in this Agreement.
16. The State reserves the right to conduct reviews, audits, and program monitoring to determine compliance with the terms of this Agreement and its associated Agreement Addenda.
17. For services of the State Laboratory of Public Health ("State Lab"), the State shall:
 - a. Provide free or at-cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the State Lab only, when ordered via the State Lab's web-based mailroom ordering system;
 - b. Assure qualified personnel to process, analyze and report test results;
 - c. Assure that the State Laboratory maintains CLIA certification;
 - d. Submit invoices to the local health departments via electronic means;
 - e. Collect interest (per NCGS § 147-86.23 Interest and penalties) and a 10% late fee as appropriate; and
 - f. Provide a qualified Laboratory Director and a Technical Consultant for local health departments' laboratories participating in the North Carolina State Laboratory of Public Health CLIA Contract Program. Services provided by the oversight of this personnel include training and continuing education, CLIA inspection assistance, proficiency testing and enrollment, competency assessment, and models for laboratory forms, procedures and policies.

H. DISBURSEMENT OF FUNDS

1. The State shall disburse funds to the Department on a monthly basis; monthly disbursements for each program activity will be based on monthly expenditures reported.
2. The State shall disburse Food and Lodging funds in accordance with § .2900 Restaurant and Lodging Fee Collection and Inventory Program, 15A NCAC 18A.2901 Disbursement of Funds, in the month following receipt of the signed, completed, and approved Food & Lodging Local Health Department Request for Payment Form (DPH EH 2948). The exception is that Temporary Food Establishment (TFE) and Limited Food Establishment (LFE) fees **MUST** be collected by the Department and must be expended to support the food, lodging, and institution sanitation programs and activities. Such fees shall be deemed to have been disbursed to the Department upon their collection and shall be reported in the Aid-to-Counties Database on the ZZZZ line for Activity 874 Food and Lodging.
3. Total payment by program Activity is limited to the total amount listed on the Funding Authorization document and any Funding Authorization revision documents received after the initial notification.
4. Final payments for the State Fiscal Year will be made based on the final monthly Expenditure Report which is due as delineated per the Controller's Office's Aid-to-Counties Payment Schedule.

I. AMENDMENT OF AGREEMENT

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

J. PROVISION OF TERMINATION

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

K. COMPLIANCE

1. The State shall respond to non-compliance with all terms of this Agreement as follows:
 - a. Upon determination of non-compliance, the State shall give the Department 60 days written notice to come into compliance. If the deficiency is corrected, the Department shall submit a written report to the State that sets forth the corrective action taken.
 - b. If the above deficiencies should not be corrected to the satisfaction of the State after the 60-day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.
 - c. If the deficiency is still not corrected within the next 30 days following temporary suspension of funding, program funds may be permanently suspended until the Department can provide evidence that the deficiencies have been corrected.
 - d. In the event of the Department's non-compliance with clauses of this Agreement, the State may cancel, terminate, or suspend this Agreement in whole or in part and the Department may be declared ineligible for further State contracts or agreements. Such terminations for non-compliance shall not occur until (1) the provisions of Section K.1.a through K.1.c have been followed, documented, and have failed to provide a resolution, and (2) all other reasonable administrative remedies have been exhausted.
2. Monitoring – “Omni-Circular” 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F Audit Requirements requires that pass-through entities monitor the activities of their subcontractors as necessary to ensure that federal awards are used

ATTACHMENT A

A. Discontinuance of the OBCM or CC4C Program

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

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

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

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

B. Assurance Plan Requirements for OBCM or CC4C

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

1. Monitor and evaluate the service provider quarterly based on the agreements outlined in the transition plan assurance model.
2. Provide monthly status reports on the implementation of the pilot model inclusive of all components of this Section B: Assurance Plan Requirements for OBCM or CC4C, with both Medicaid and non-Medicaid clients in the report. These reports are to be delivered to the OBCM and CC4C regional consultants and the respective program managers.
3. Conduct quarterly meetings with Executive Level County Health Department and Network representatives to review OBCM and CC4C services. Provide meeting dates, agendas, and names of the meeting attendees to the OBCM and CC4C regional consultants.
4. Assure that the service provider includes a copy of the county's monthly program activity and service level data to the Department's Health Director on a monthly basis.
5. Provide a clear and comprehensive description of the entire care and case management system including:
 - a. A description of services for both the Medicaid and non-Medicaid children and Medicaid women (and also non-Medicaid women, if appropriate). Include a statement of how the county will

- address Agreement Addendum (AA) deliverables for the OBCM and CC4C programs and provide oversight through Executive Leadership to assure that AA deliverables are met for both programs. The Agreement Addenda for Activity 101 Maternal Health and Activity 318 Care Coordination for Children programs will be revised to reference this effort as a one-year pilot;
- b. A statement on how the county service system components interact;
 - c. The staffing plan;
 - d. Outreach strategies;
 - e. A description of the client triage model for early childhood and maternal health programs and services for the county;
 - f. A description of the referral system both to and from the care management systems. Develop criteria for referral of all first-time mothers to the women's and children's home visiting programs. Those not eligible for the women's and children's home visiting programs or for those who decline the services will be referred to OBCM. The plan should include a process to follow-up on referrals to assure they were successfully completed and the referral outcomes;
 - g. Follow-up strategies;
 - h. Accountability and monitoring plans that cover Department responsibility for all of the Title V components including non-Medicaid care management services and school nurses;
 - i. A description detailing the overall goals and strategies of the Department's plan to develop a unique continuum of care for these populations. This should include school nurses, case management for the non-Medicaid eligible children, Nurse-Family Partnership, and other pertinent women's and children's services in the county;
 - j. A statement on how the Department will maintain a clear audit trail for the various components of the system.
6. Describe the program monitoring process including the procedure for corrective action plans in the event they are warranted. The program monitoring process should also include analysis of county program activity reports and outcomes indicative of clients' successes based on the program evaluation criteria.
 7. Provide a statement on how the Department will coordinate and transition clients in collaboration with school nurses as an extension of OBCM/CC4C/CCNC (Community Care of North Carolina) care coordination in the school setting. If so, include information about the involvement of school nurse consultants in the planning process, prior to implementing the case management system in the county schools.
 8. Ensure that the service provider's CC4C coordinators complete the Life Skills Progression (LSP) assessment and focus on children with toxic stress. A strong concern is that the typical medical model of CCNC care management is very different than the medical and socioeconomic model used in public health. One of the values of the CC4C model is the additional focus on prevention and health promotion. The LSP is a tool that allows CC4C to assess, intervene and track progress of a family toward self-reliance and self-sufficiency. The CC4C goal is not just to make a referral to community resources, but to teach a family how to identify and access resources themselves—to act as their own advocates and prompters in seeking out resources, to understand the value of Medical Home and regular preventive care for their child, and to actively participate in their child's health and development. The Department shall ensure that the service provider's CC4C coordinators describe how this focus has been maintained.
 9. Describe the payment mechanism. While this is classically a subcontract relationship, DPH recognizes there are practical concerns in shifting funds back and forth between the health department and the network. Provide a detailed accounting for expenditures of DPH funds to support services for both Medicaid and non-Medicaid clients.

ATTACHMENT B

Maintenance of Effort Schedule-local health departments

Citation: 130A-4.1; Consolidated Agreement clause A 20.

Local Health Department	MOE Baseline 1985	Updated Baseline CPI * 2019-20	Local Health Department	MOE Baseline 1985	Updated Baseline CPI * 2019-20
Alamance	215,751	517,158	Jackson	11,822	28,338
Albemarle District	51,320	123,015	Johnston	196,475	470,953
Alexander	33,308	79,840	Jones	22,851	54,774
Anson	27,096	64,950	Lee	57,470	137,756
Appalachian District	56,663	135,822	Lenoir	120,667	289,241
Beaufort	63,029	151,081	Lincoln	78,475	188,106
Bladen	19,564	46,895	Macon	27,277	65,383
Brunswick	122,285	293,119	Madison	55,718	133,557
Buncombe	166,104	398,154	MTW District	97,748	234,303
Burke	83,689	200,604	Mecklenburg	375,712	900,587
Cabarrus	250,406	600,227	Montgomery	24,389	58,461
Caldwell	59,226	141,966	Moore	36,243	86,875
Carteret	16,843	40,373	Nash	124,412	298,217
Caswell	31,809	76,247	New Hanover	128,664	308,409
Catawba	127,542	305,720	Northampton	71,678	171,813
Chatham	50,121	120,141	Onslow	63,147	151,364
Cherokee	11,705	28,057	Orange	258,834	620,429
Clay	1,580	3,787	Pamlico	11,162	26,755
Cleveland	243,917	584,673	Pender	0	0
Columbus	85,858	205,803	Person	42,878	102,779
Craven	113,647	272,413	Pitt	164,404	394,079
Cumberland	458,294	1,098,537	Randolph	81,302	194,882
Dare	22,597	54,165	Richmond	50,348	120,685
Davidson	100,199	240,178	Robeson	225,422	540,340
Davie	38,546	92,395	Rockingham	157,370	377,218
Duplin	84,922	203,559	Rowan	178,268	427,311
Durham	439,506	1,053,502	RPM District	48,315	115,812
Edgecombe	157,941	378,587	Sampson	37,229	89,238
Forsyth	508,138	1,218,014	Scotland	12,388	29,694
Franklin	65,012	155,835	Stanly	23,625	56,629
Gaston	342,765	821,613	Stokes	41,687	99,924
Graham	3,949	9,466	Surry	49,658	119,031
Granville-Vance	170,160	407,876	Swain	10,674	25,586
Greene	78,527	188,230	Toe River District	49,658	119,031
Guilford	1,605,509	3,848,428	Transylvania	66,417	159,202
Halifax	118,024	282,905	Union	25,573	61,299
Harnett	69,651	166,954	Wake	758,321	1,817,706
Haywood	82,684	198,195	Warren	8,551	20,497
Henderson	109,750	263,072	Wayne	271,847	651,621
Hoke	25,698	61,598	Wilkes	73,909	177,161
Hyde	12,355	29,615	Wilson	59,617	142,903
Iredell	36,698	87,966	Yadkin	20,687	49,587
			TOTAL:	\$10,583,276	\$25,368,273

Notes: * Adjusted for inflation, January 1985 through October 2018, based upon changes in Consumer Price Index (CPI). Adjustment factor equals 239.7%. Reference for calculating CPI changes: https://www.bls.gov/data/inflation_calculator.htm

ATTACHMENT C

Page _____ of _____
FY 2019-2020

**Public Health Nursing Training
Funds Reimbursement Request**

Public Health Nursing &
Professional Development
Office, Section, or Branch

Remit To Address:

N/A
Contract Number

Contractor (County Name)

Public Health Nurse Training
Activity

Name(s) of Participant(s)

Date Attended (Mo. & Yr.)

*Amount Requested: \$

Health Director Signature

Date

Contact Person Signature

() _____
Telephone Number

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

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

Reviewed by: _____

Initials Date

ATTACHMENT D

Page _____ of _____
FY 2019-2020

Management and Supervision Training Funds Reimbursement Request

Public Health Nursing &
Professional Development
Office, Section, or Branch

Remit To Address:

N/A
Contract Number

Contractor (County Name)

Public Health Nurse Training
Activity

Name(s) of Participant(s)

Date Attended (Mo. & Yr.)

*Amount Requested: \$ _____

Health Director Signature

Date

Contact Person Signature

() _____
Telephone Number

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

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

Reviewed by: _____

Initials Date

ATTACHMENT E

Page _____ of _____
 FY 2019-2020

**Centralized Intern Training
 Funds Reimbursement Request**

Invoice # _____

Name of REHS-Intern (or REHS)	County Health Department and Address	CIT Modules and Dates Attended GM: General Module FPF: Food Module OSWP: On-site Water Protection	Subsistence Reimbursement (Food / Lodging)	Mileage Reimbursement (1 round trip per 2 attendees)	Total Amount per REHS Intern
			532732	532731	532199028

Total Amount Requested \$ _____

Date Stamped (DHHS use only)

 Health Director Signature

 Date

 Contact Person Signature

 Phone Number

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

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

Reviewed by:

 Initials Date

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

This Agreement is made effective July 1, 2019, by and between Lee County Health Department (“Covered Entity”) and the North Carolina Department of Health and Human Services, Division of Public Health, Administrative, Local, Community Support Section, Health Information System and Local Technical Assistance and Training units (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a Memorandum of Understanding, entitled “FY 2020 Consolidated Agreement” (the “MOU”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is a local health department in the State of North Carolina that has been designated in whole or in part by as a “covered entity” for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the MOU with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

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

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

3. OBLIGATIONS OF BUSINESS ASSOCIATE

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

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

4. PERMITTED USES AND DISCLOSURES

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

5. TERM AND TERMINATION

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

6. GENERAL TERMS AND CONDITIONS

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

Lee County Health Department

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

Health or Human Services Director

Date

Division Director

Date

STATE CERTIFICATIONS

Contractor Certifications Required by North Carolina Law

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

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

Certifications

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

Contractor's

Name: Lee County Health Department

Contractor's

Authorized Agent: Signature _____ Date _____

Printed Name William Cain Title Health Director

Witness: Signature _____ Date _____

Printed Name _____ Title _____

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

FEDERAL CERTIFICATIONS

The undersigned states that:

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

Signature	Health Director Title
Lee County Health Department	
Contractor [Organization's] Legal Name	Date

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

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

Street Address No. 1: 106 Hillcrest Drive

City, State, Zip Code: Sanford, NC 27330

Street Address No. 2: 115 Chatham Street

City, State, Zip Code: Sanford, NC 27330 (see last page for additional site)
3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

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

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

Certification

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

V. Certification Regarding Lobbying

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

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

VI. Disclosure of Lobbying Activities

Instructions

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

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

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

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

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

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

#2 of page 27

Page 32

Street Address No. 3: 1450 N. Horner Blvd

City, State Zip Code: Sanford, NC 27330

Street Address No.4: _____

City, State, Zip Code: _____

LEE COUNTY

Committed Today for a Better Tomorrow

ITEM #:
II. E.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: March 18, 2019

SUBJECT: Additional State Revenue for Maternal Health.

DEPARTMENT: Health Department

CONTACT PERSON: Heath Cain

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	This is a request to the County Commissioners to approve additional funding to the health department's Maternal Health Program in the amount of \$5,005.
BUDGET IMPACT	Increase in FY 18-19 budget of \$5,005. No county match
ATTACHMENTS	(1); Division of Public Health Agreement Addendum 101 Maternal Health Agreement Addendum Revision #2
PRIOR BOARD ACTION	None
RECOMMENDATION	The health department respectfully requests the County Commissioners to approve this request.
SUMMARY	

The funding reduction under the FY 17-18 Agreement Addenda for Activity 101 - Maternal Health has now been restored under the FY 18-19 Agreement Addenda Rev. #2 for 1011 - Maternal Health. These additional funds could pay for a Locum provider and/or items needed in the Child Health Program.

This was approved by the Board of Health February 20th, 2019.

Division of Public Health Agreement Addendum FY 18-19

Lee County Health Department
Local Health Department Legal Name

Women's and Children's Health Section /
Women's Health Branch
DPH Section / Branch Name

101 Maternal Health – HMHC
Activity Number and Description

Phyllis C. Johnson, (919) 707-5715
phyllis.c.johnson@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

06/01/2018 – 05/31/2019
Service Period

DPH Program Signature **Date**
(only required for a negotiable agreement addendum)

07/01/2018 – 06/30/2019
Payment Period

- Original Agreement Addendum
- Agreement Addendum Revision # 2

I. Background:

As of December 1, 2018, this Agreement Addendum Revision #2 adds the following paragraphs:

In 2017, North Carolina Session Law 2017-57, Senate Bill 257, appropriated a significant portion of the Maternal and Child Health Block Grant (Title V funds) to special projects, which created a lack of funds for the FY 17-18 Agreement Addenda which were funded by the Maternal and Child Health Block Grant. This action reduced the funding for the Healthy Mothers Health Children Program by a total of approximately \$2.2 million across three programs for Fiscal Year 2017-2018: the Maternal Health Program (Activity 101), the Family Planning Program (Activity 151), and the Child Health Program (Activity 351).

The funding reduction under the FY 17-18 Agreement Addenda for Activities 101, 151, and 351 has now been restored under the FY 18-19 Agreement Addenda for Activities 101, 151, and 351.

II. Purpose:

The Healthy Mothers Health Children Program is increasing the funding by a total of approximately \$2.2 million across three programs: the Maternal Health Program (Activity 101), the Family Planning Program (Activity 151), and the Child Health Program (Activity 351). These additional funds will enable the local health departments to provide additional services based on locally determined needs and circumstances.

Health Director Signature _____ (use blue ink)

Date _____

Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: _____ Phone number with area code: _____ Email address: _____
---	---

Signature on this page signifies you have read and accepted all pages of this document.

III. Scope of Work and Deliverables:

The Local Health Department shall provide information on Attachment D stating how it will use the additional funds based on locally determined needs and circumstances.

IV. Performance Measures/Reporting Requirements:

No change.

V. Performance Monitoring and Quality Assurance:

No change.

VI. Funding Guidelines or Restrictions:

As of December 1, 2018, this Agreement Addendum Revision #2 adds Paragraph B, as follows:

- B. The attached Budgetary Estimate for FY 18-19 reflects the restoration commensurate with the original reduction in FY 17-18. This funding increase affects the payment period December 1, 2018 through May 31, 2019.

Attachment D

Statement of Use for Additional Funds

Brief Description of Use of Additional Funds:

Item #1: _____

Amount of Funding for Item #1 _____

Item #2: _____

Amount of Funding for Item #2 _____

Item #3: _____

Amount of Funding for Item #3 _____

Item #4: _____

Amount of Funding for Item #4 _____

Total Funding for this Amendment #2 _____

FY19 Activity: 101 Maternal Health

Supplement 1

Supplement reason: In AA+BE or AA+BE Rev -OR- -

CFDA #: 93.994 Federal awd date: 05/07/18 Is award R&D? no FAIN: B04MC31506 Total amount of fed awd: \$ 13,099,354

CFDA name: Maternal and Child Health Services Block Grant	Fed award project description: Maternal and Child Health Services	Fed awarding agency: DHHS, Health Resources and Services Administration	Federal award indirect cost rate: n/a
			% %

Subrecipient	Subrecipient DUNS	Fed funds for this Supplement	Total All fed funds for this Activity	Subrecipient	Subrecipient DUNS	Fed funds for this Supplement	Total All fed funds for this Activity
Alamance	965194483	\$9,776	\$9,776	Jackson	019728518	=	=
Albemarle	130537822	=	=	Johnston	097599104	\$12,541	\$12,541
Alexander	030495105	\$2,329	\$2,329	Jones	095116935	\$8,171	\$8,171
Anson	847163029	\$6,386	\$6,386	Lee	067439703	\$5,005	\$5,005
Appalachian	780131541	=	=	Lenoir	042789748	=	=
Beaufort	091567776	\$9,436	\$9,436	Lincoln	086869336	\$5,321	\$5,321
Bladen	084171628	=	=	Macon	070626825	\$7,105	\$7,105
Brunswick	091571349	\$6,310	\$6,310	Madison	831052873	\$5,528	\$5,528
Buncombe	879203560	=	=	MTW	087204173	=	=
Burke	883321205	\$2,650	\$2,650	Mecklenburg	074498353	=	=
Cabarrus	143408289	\$7,110	\$7,110	Montgomery	025384603	\$8,883	\$8,883
Caldwell	948113402	=	=	Moore	050988146	=	=
Carteret	058735804	=	=	Nash	050425677	=	=
Caswell	077846053	=	=	New Hanover	040029563	\$16,948	\$16,948
Catawba	083677138	=	=	Northampton	097594477	=	=
Chatham	131356607	\$3,529	\$3,529	Onslow	172663270	\$20,000	\$20,000
Cherokee	130705072	=	=	Orange	139209659	=	=
Clay	145058231	\$1,058	\$1,058	Pamlico	097600456	\$700	\$700
Cleveland	879924850	\$8,727	\$8,727	Pender	100955413	=	=
Columbus	040040016	=	=	Person	091563718	\$755	\$755
Craven	091564294	\$12,397	\$12,397	Pitt	080889694	\$17,500	\$17,500
Cumberland	123914376	\$29,983	\$29,983	Randolph	027873132	=	=
Dare	082358631	\$2,238	\$2,238	Richmond	070621339	\$10,096	\$10,096
Davidson	077839744	\$19,450	\$19,450	Robeson	082367871	=	=
Davie	076526651	\$6,623	\$6,623	Rockingham	077847143	=	=
Duplin	095124798	=	=	Rowan	074494014	\$6,350	\$6,350
Durham	088564075	\$39,304	\$39,304	RPM	782359004	=	=
Edgecombe	093125375	\$5,000	\$5,000	Sampson	825573975	\$9,820	\$9,820
Forsyth	105316439	=	=	Scotland	091564146	\$5,763	\$5,763
Franklin	084168632	\$4,262	\$4,262	Stanly	131060829	=	=
Gaston	071062186	\$20,000	\$20,000	Stokes	085442705	=	=
Graham	020952383	=	=	Surry	077821858	=	=
Granville-Vance	063347626	\$24,496	\$24,496	Swain	146437553	\$3,423	\$3,423
Greene	091564591	\$1,904	\$1,904	Toe River	113345201	\$18,826	\$18,826
Guilford	071563613	\$80,895	\$80,895	Transylvania	030494215	=	=
Halifax	014305957	=	=	Union	079051637	\$15,217	\$15,217
Harnett	091565986	=	=	Wake	019625961	\$12,461	\$12,461
Haywood	070620232	=	=	Warren	030239953	=	=
Henderson	085021470	=	=	Wayne	040036170	\$15,255	\$15,255
Hertford	627320971	=	=	Wilkes	067439950	=	=
Hoke	091563643	=	=	Wilson	075585695	\$10,000	\$10,000
Hyde	832526243	=	=	Yadkin	089910624	\$4,211	\$4,211
Iredell	074504507	=	=				

Activity 101	AA	13A1 5740 00	Proposed Total	New Total
Service Period		06/01-05/31		
Payment Period		07/01-06/30		
01 Alamance	* 2	9,776	9,776	64,857
D1 Albemarle		0	0	64,226
02 Alexander	* 2	2,329	2,329	25,079
04 Anson	* 2	6,386	6,386	41,363
D2 Appalachian		0	0	28,065
07 Beaufort	* 2	9,436	9,436	38,818
09 Bladen		0	0	33,671
10 Brunswick	* 2	6,310	6,310	40,895
11 Buncombe		0	0	0
12 Burke	* 2	2,650	2,650	39,046
13 Cabarrus	* 2	7,110	7,110	83,634
14 Caldwell		0	0	28,995
16 Carteret		0	0	39,869
17 Caswell		0	0	14,995
18 Catawba		0	0	34,538
19 Chatham	* 2	3,529	3,529	23,414
20 Cherokee		0	0	5,858
22 Clay	* 2	1,058	1,058	2,263
23 Cleveland	* 2	8,727	8,727	19,403
24 Columbus		0	0	93,421
25 Craven	* 2	12,397	12,397	82,647
26 Cumberland	* 2	29,983	29,983	198,910
28 Dare	* 2	2,238	2,238	14,638
29 Davidson	* 2	19,450	19,450	116,643
30 Davie	* 2	6,623	6,623	43,919
31 Duplin		0	0	55,618
32 Durham	* 2	39,304	39,304	155,596
33 Edgecombe	* 2	5,000	5,000	67,949
34 Forsyth		0	0	109,242
35 Franklin	* 2	4,262	4,262	23,553
36 Gaston	* 2	20,000	20,000	135,478
38 Graham		0	0	7,656
D3 Gran-Vance	* 2	24,496	24,496	112,395
40 Greene	* 2	1,904	1,904	14,385
41 Guilford	* 2	80,895	80,895	215,093
42 Halifax		0	0	33,233
43 Harnett		0	0	10,403
44 Haywood		0	0	4,880
45 Henderson		0	0	63,763
46 Hertford		0	0	0
47 Hoke		0	0	47,274
48 Hyde		0	0	13,116
49 Iredell		0	0	39,399
50 Jackson		0	0	0

10/30/2018

WicGridPrint

51 Johnston	* 2	12,541	12,541	83,194
52 Jones	* 2	8,171	8,171	13,501
53 Lee	* 2	5,005	5,005	29,153
54 Lenoir		0	0	15,271
55 Lincoln	* 2	5,321	5,321	35,264
56 Macon	* 2	7,105	7,105	38,883
57 Madison	* 2	5,528	5,528	27,013
D4 M-T-W		0	0	39,137
60 Mecklenburg		0	0	0
62 Montgomery	* 2	8,883	8,883	51,971
63 Moore		0	0	13,501
64 Nash		0	0	2,610
65 New Hanover	* 2	16,948	16,948	112,437
66 Northampton		0	0	17,152
67 Onslow	* 2	20,000	20,000	31,566
68 Orange		0	0	24,955
69 Pamlico	* 2	700	700	6,548
71 Pender		0	0	21,878
73 Person	* 2	755	755	11,755
74 Pitt	* 2	17,500	17,500	122,548
76 Randolph		0	0	0
77 Richmond	* 2	10,096	10,096	56,896
78 Robeson		0	0	111,434
79 Rockingham		0	0	10,525
80 Rowan	* 2	6,350	6,350	33,831
D5 R-P-M		0	0	41,368
82 Sampson	* 2	9,820	9,820	76,797
83 Scotland	* 2	5,763	5,763	33,961
84 Stanly		0	0	43,251
85 Stokes		0	0	0
86 Surry		0	0	45,124
87 Swain	* 2	3,423	3,423	5,573
D6 Toe River	* 2	18,826	18,826	52,955
88 Transylvania		0	0	0
90 Union	* 2	15,217	15,217	39,616
92 Wake	* 2	12,461	12,461	111,573
93 Warren		0	0	14,300
96 Wayne	* 2	15,255	15,255	125,602
97 Wilkes		0	0	10,678
98 Wilson	* 2	10,000	10,000	85,542
99 Yadkin	* 2	4,211	4,211	27,936
Totals		523,742	523,742	3,913,499

Sign and Date - DPH Program Administrator <i>Tara Shuler</i> 10/30/18	Sign and Date - DPH Section Chief <i>Kimberly P. Kovendushki</i> 11/1/18
Sign and Date - DPH Contracts Office <i>Kelceen Miller</i> 11-2-18	Sign and Date - DPH Budget Officer <i>Amela Galt</i> 11/7/18

PJ 11/6/18
BR#14-162

DPH-Aid-To-Counties

For Fiscal Year: 18/19

Budgetary Estimate Number : 3

Activity 101	AA	13A1 5740 00	13A1 5740 AR	Proposed Total	New Total
Service Period		06/01-05/31	06/30-05/31		
Payment Period		07/01-06/30	07/30-06/30		
01 Alamance	* 2	-9,776	9,776	0	64,857
D1 Albemarle		0	0	0	64,226
02 Alexander	* 2	-2,329	2,329	0	25,079
04 Anson	* 2	-6,386	6,386	0	41,363
D2 Appalachian		0	0	0	28,065
07 Beaufort	* 2	-9,436	9,436	0	38,818
09 Bladen		0	0	0	33,671
10 Brunswick	* 2	-6,310	6,310	0	40,895
11 Buncombe		0	0	0	0
12 Burke	* 2	-2,650	2,650	0	39,046
13 Cabarrus	* 2	-7,110	7,110	0	83,634
14 Caldwell		0	0	0	28,995
16 Carteret		0	0	0	39,869
17 Caswell		0	0	0	14,995
18 Catawba		0	0	0	34,538
19 Chatham	* 2	-3,529	3,529	0	23,414
20 Cherokee		0	0	0	5,858
22 Clay	* 2	-1,058	1,058	0	2,263
23 Cleveland	* 2	-8,727	8,727	0	19,403
24 Columbus		0	0	0	93,421
25 Craven	* 2	-12,397	12,397	0	82,647
26 Cumberland	* 2	-29,983	29,983	0	198,910
28 Dare	* 2	-2,238	2,238	0	14,638
29 Davidson	* 2	-19,450	19,450	0	116,643
30 Davie	* 2	-6,623	6,623	0	43,919
31 Duplin		0	0	0	55,618
32 Durham	* 2	-39,304	39,304	0	155,596
33 Edgecombe	* 2	-5,000	5,000	0	67,949
34 Forsyth		0	0	0	109,242
35 Franklin	* 2	-4,262	4,262	0	23,553
36 Gaston	* 2	-20,000	20,000	0	135,478
38 Graham		0	0	0	7,656
D3 Gran-Vance	* 2	-24,496	24,496	0	112,395
40 Greene	* 2	-1,904	1,904	0	14,385
41 Guilford	* 2	-80,895	80,895	0	215,093
42 Halifax		0	0	0	33,233
43 Harnett		0	0	0	10,403
44 Haywood		0	0	0	4,880
45 Henderson		0	0	0	63,763
46 Hertford		0	0	0	0
47 Hoke		0	0	0	47,274
48 Hyde		0	0	0	13,116
49 Iredell		0	0	0	39,399
50 Jackson		0	0	0	0

1/3/2019

WicGridPrint

51 Johnston	*	2	-12,541	12,541	0	83,194
52 Jones	*	2	-8,171	8,171	0	13,501
53 Lee	*	2	-5,005	5,005	0	29,153
54 Lenoir			0	0	0	15,271
55 Lincoln	*	2	-5,321	5,321	0	35,264
56 Macon	*	2	-7,105	7,105	0	38,883
57 Madison	*	2	-5,528	5,528	0	27,013
D4 M-T-W			0	0	0	39,137
60 Mecklenburg			0	0	0	0
62 Montgomery	*	2	-8,883	8,883	0	51,971
63 Moore			0	0	0	13,501
64 Nash			0	0	0	2,610
65 New Hanover	*	2	-16,948	16,948	0	112,437
66 Northampton			0	0	0	17,152
67 Onslow	*	2	-20,000	20,000	0	31,566
68 Orange			0	0	0	24,955
69 Pamlico	*	2	-700	700	0	6,548
71 Pender			0	0	0	21,878
73 Person	*	2	-755	755	0	11,755
74 Pitt	*	2	-17,500	17,500	0	122,548
76 Randolph			0	0	0	0
77 Richmond	*	2	-10,096	10,096	0	56,896
78 Robeson			0	0	0	111,434
79 Rockingham			0	0	0	10,525
80 Rowan	*	2	-6,350	6,350	0	33,831
D5 R-P-M			0	0	0	41,368
82 Sampson	*	2	-9,820	9,820	0	76,797
83 Scotland	*	2	-5,763	5,763	0	33,961
84 Stanly			0	0	0	43,251
85 Stokes			0	0	0	0
86 Surry			0	0	0	45,124
87 Swain	*	2	-3,423	3,423	0	5,573
D6 Toe River	*	2	-18,826	18,826	0	52,955
88 Transylvania			0	0	0	0
90 Union	*	2	-15,217	15,217	0	39,616
92 Wake	*	2	-12,461	12,461	0	111,573
93 Warren			0	0	0	14,300
96 Wayne	*	2	-15,255	15,255	0	125,602
97 Wilkes			0	0	0	10,678
98 Wilson	*	2	-10,000	10,000	0	85,542
99 Yadkin	*	2	-4,211	4,211	0	27,936
Totals			-523,742	523,742	0	3,913,499

Sign and Date - DPH Program Administrator <i>[Signature]</i> 1/3/19	Sign and Date - DPH Section Chief <i>[Signature]</i> 1/3/19
Sign and Date - DPH Contracts Office <i>[Signature]</i> 1/10/19	Sign and Date - DPH Budget Officer <i>[Signature]</i> 1/24/19

PD 1/23/19

LEE COUNTY

Committed Today for a Better Tomorrow

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. F.

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

MEETING DATE: March 18, 2019

SUBJECT: Purchase of Vehicle for the Sheriff's Department

DEPARTMENT: Lee County Sheriffs' Office

CONTACT PERSON: Lt. Don Cole

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Purchase 2019 4wd LT Tahoe NC STC 070A Fleet Vehicle
BUDGET IMPACT	N/A – Purchasing with Drug Seizure Funds
ATTACHMENTS	Vehicle Specifications and cost of vehicle
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Authorize the purchase of 2019 4WD Lt Chevrolet from Capital Chevrolet in the amount of \$44,009.82.
SUMMARY	

NC STC 070A Fleet Vehicle 2019 4WD Chevrolet Tahoe. The equipment, lights, radio, ect will be purchased with drug funds as well.



February 26, 2019

To: Lee County

From: Rod Mitchell

The 2019 4WD LT Tahoe Satin Steel with your specifications from NC state contract NC STC 070A #201601389 will be \$44,009.82.

Options Included

LT Preferred Equipment Group \$9,182.86



Capital Chevrolet Inc.

Rod Mitchell | 919-573-8530 | mitchell@capitalchevroletnc.com

[Fleet] 2019 Chevrolet Tahoe (CK15706) 4WD 4dr (8)





Capital Chevrolet Inc.

Rod Mitchell | 919-573-8530 | rmitchell@capitalchevroletnc.com

[Fleet] 2019 Chevrolet Tahoe (CK15706) 4WD 4dr (8)

Standard Equipment

Package

Enhanced Driver Alert Package includes (UEU) Forward Collision Alert, (TQ5) IntelliBeam headlamps, (UHY) Low Speed Forward Automatic Braking, (UHX) Lane Keep Assist with Lane Departure Warning and Safety Alert Seat

Mechanical

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)

Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)

Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)

Suspension Package, Premium Smooth Ride (STD) (Not available with (NHT) Max Trailering Package.)

GVWR, 7300 lbs. (3311 kg) (Requires 4WD model.)

E85 FlexFuel capable (Included and only available with Fleet or Government order types.)

Transfer case, active, single-speed, electronic Autotrac with rotary controls, does not include neutral. Cannot be dinghy towed (Requires 4WD model. Not available with (NHT) Max Trailering Package.)

Differential, heavy-duty locking rear

4-wheel drive

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 720 cold-cranking amps with 80 amp hour rating

Alternator, 150 amps

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver

Trailer sway control

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Hill Start Assist

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) aluminum with high-polished finish (STD)

Tires, P265/65R18 all-season, blackwall (STD)

Tire, spare P265/70R17 all-season, blackwall (STD)

Wheel, full-size spare, 17" (43.2 cm) steel

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Data Version: 7752 Data Updated: Feb 25, 2019 9:45:00 PM PST.



Capital Chevrolet Inc.

Rod Mitchell | 919-573-8530 | rmitchell@capitalchevroletnc.com

[Fleet] 2019 Chevrolet Tahoe (CK15706) 4WD 4dr (8)

Exterior

- Tire carrier, lockable outside spare, winch-type mounted under frame at rear
- Active aero shutters, front
- Fascia, front body-color
- Fascia, rear body-color ((PCK) Luxury Package and (PDA) Texas Edition Package includes trailer hitch close out.)
- Luggage rack side rails, roof-mounted
- Assist steps, Black (Premier includes chrome accent strip) (Deleted when (PDR) LT Signature Package, (RVQ) Assist step kit, Black, LPO or (VXH) Assist step kit, Chrome, LPO are ordered.)
- IntelliBeam, automatic high beam on/off
- Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror
- Glass, acoustic, laminated
- Glass, deep-tinted
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent with washer
- Liftgate, power

Entertainment

- Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone, and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)
- Audio system feature, single-slot CD/MP3 player (Replaced by (U42) rear seat entertainment system when (U42) is ordered.)
- Audio system feature, Bose premium 9-speaker system with subwoofer in center console
- SiriusXM Radio Enjoy a 3-month All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the app and online is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call us at 1-866-635-2349. See our Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change.)
- Radio, HD
- Bluetooth for phone personal cell phone connectivity to vehicle audio system

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Capital Chevrolet Inc.

Rod Mitchell | 919-573-8530 | rmitchell@capitalchevroletnc.com

[Fleet] 2019 Chevrolet Tahoe (CK15706) 4WD 4dr (8)

Entertainment

Chevrolet 4G LTE and available built-in Wi-Fi hotspot offers a fast and reliable Internet connection for up to 7 devices; includes data trial for 1 month or 3GB (whichever comes first) (Available Wi-Fi requires compatible mobile device, active OnStar service and data plan. Data plans provided by AT&T. Visit onstar.com for details and system limitations.)

Chevrolet Connected Access with 10 years of standard connectivity which enables services such as, Vehicle Diagnostics, Dealer Maintenance Notification, Chevrolet Smart Driver, Marketplace and more (Limitations apply. Not transferable. Standard connectivity available to original purchaser for ten years from the date of initial vehicle purchase for model year 2018 or newer Chevrolet vehicles. See onstar.com for details and further plan limitations. Connected Access does not include emergency or security services. Availability and additional services enabled by Connected Access are subject to change.)

Interior

Seats, front bucket with leather-appointed seating heated seat cushions and seat backs, 10-way power driver and passenger seat includes 6-way power cushions, driver seat 2-position memory, 2-way power lumbar control and power recline (STD)

Seat trim, leather-appointed front seats

Seat adjuster, front passenger 6-way power

Memory settings recalls presets for driver power seat adjuster and pedals (When (PCK) Luxury Package or (PDA) Texas Edition Package are ordered, also includes memory presets for outside rearview mirrors and power steering column.)

Seats, second row 60/40 split-folding bench, manual

Seat, third row manual 60/40 split-folding bench, fold flat (Not Included when (PCK) Luxury Package or (PDA) Texas Edition Package are ordered.)

Console, floor with storage area, cup holders and auxiliary jack

Floor covering, color-keyed carpeting

Floor mats, color-keyed carpeted first and second row, removable (Deleted when (Z71) Off-Road Package or (WJP) Z71 Midnight Edition are ordered.)

Steering column, manual tilt and telescopic

Steering wheel, leather-wrapped

Steering wheel controls, mounted audio and cruise controls includes Driver Information Center controls

Driver Information Center, 4.2" diagonal multi-color

Warning tones headlamp on, key-in-ignition, driver and right-front passenger seat belt unfasten and turn signal on

Door locks, power programmable with lockout protection and delayed locking

Remote Keyless Entry, extended-range (Not included when (PCK) Luxury Package or (PDA) Texas Edition Package are ordered.)

Remote vehicle start

Windows, power, with Express-Down and Express-Up on front doors and lock out features

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[Fleet] 2019 Chevrolet Tahoe (CK15706) 4WD 4dr (8)

Interior

Cruise control, electronic with set and resume speed

Universal Home Remote includes garage door opener, programmable

Pedals, power-adjustable for accelerator and brake

Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers

Defogger, rear-window electric

Power outlet, 110-volt

Power outlets, 5 auxiliary, 12-volt includes outlets in the instrument panel, console, back of console, 1 in 3rd row and 1 in cargo area

Mirror, inside rearview auto-dimming

Conversation mirror (Deleted when (UTT) Theft Protection Package is ordered.)

Assist handles, 1st row passenger and 2nd row outboard seats

Lighting, Interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions

Cargo management system

Cargo net

Safety-Mechanical

Brakes, 4-wheel antilock, 4-wheel disc, VAC power with Brake Assist

Low Speed Forward Automatic Braking

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

Daytime Running Lamps, with automatic exterior lamp control

Safety-Interior

Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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[Fleet] 2019 Chevrolet Tahoe (CK15706) 4WD 4dr (8)

Safety-Interior

Door locks, rear child security

Safety Alert Seat

OnStar and Chevrolet connected services capable (Fleet orders receive a 3-month trial. Visit onstar.com for coverage map, details and system limitations. Services vary by model.)

Rear Park Assist with audible warning

Rear Vision Camera

Forward Collision Alert

Lane Keep Assist with Lane Departure Warning

LATCH system (Lower Anchors and Top tethers for Children), for child safety seats lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions

Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center, includes Tire Fill Alert.

Theft-deterrent system, electrical, unauthorized entry

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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[Fleet] 2019 Chevrolet Tahoe (CK15706) 4WD 4dr (8)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK15706	2019 Chevrolet Tahoe 4WD 4dr LT	\$56,000.00

COLORS		
CODE	DESCRIPTION	MSRP
G9K	Satin Steel Metallic	\$0.00

OPTIONS		
CODE	DESCRIPTION	MSRP
1LT	LT Preferred Equipment Group Includes Standard Equipment	\$0.00
AN3	Seats, front bucket with leather-appointed seating heated seat cushions and seat backs, 10-way power driver and passenger seat includes 8-way power cushions, driver seat 2-position memory, 2-way power lumbar control and power recline (STD)	\$0.00
FE9	Emissions, Federal requirements	\$0.00
G9K	Satin Steel Metallic	\$0.00
GU4	Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package)	\$0.00
H0K	Cocoa/Dune, Leather-appointed seat trim	\$0.00
IO5	Audio system, 8" diagonal color touch-screen with Chevrolet infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone, and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)	\$0.00
L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)	\$0.00
MYC	Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)	\$0.00
PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) aluminum with high-polished finish (STD)	\$0.00
R9Y	Fleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order types.)	(\$33.75)
RKX	Tires, P285/65R18 all-season, blackwall (STD)	\$0.00

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[Fleet] 2019 Chevrolet Tahoe (CK15706) 4WD 4dr (8)

OPTIONS

CODE	DESCRIPTION	MSRP
VQ2	Fleet processing option	\$0.00
ZW7	Suspension Package, Premium Smooth Ride (STD) (Not available with (NHT) Max Trailering Package.)	\$0.00
ZY1	Paint scheme, solid application	\$0.00
Options Total		(\$33.75)

Price Summary

PRICE SUMMARY

Base Price	\$56,000.00
Total Options	(\$33.75)
Vehicle Subtotal	\$55,966.25
Destination Charge	\$1,295.00
Grand Total	\$57,261.25

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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: March 18, 2019

SUBJECT: FY 2019 Seniors Health Insurance Information (SHIIP) Outreach Grant under the Medicare Improvements for Patients and Providers Act (MIPPA) 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 \$2,222.00
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 Contract as presented
SUMMARY	

Lee County has been allocated \$2,222.00 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. Red medication bags will be purchased for older adults to transport medications and include Extra Help information.

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STATE OF NORTH CAROLINA
COUNTY OF WAKE

Grant Name: Medicare Improvements for Patients and Providers Act
Federal Awarding Agency: US Department of Health & Human Services,
Administration for Community Living

CFDA #	93.071	Cost Center:	Fiscal Year:	2018-2019
Grant Award #	1801NCMISH-00	16001659g8	Award Amount \$	2,222.00
Performance Period:	10/1/2018 - 9/29/2019		Federal Award Date:	9/24/18
Account #	536405		Total Award Amount \$	2,222.00

Recipient:	Contract Between	Subrecipient:
State of North Carolina		Name: The Enrichment Center
Department of Insurance		County: Lee
SHIIP Division		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

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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 April 30;
- C) A final comprehensive report within sixty (60) days of project end date; due on or before November 29.

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 \$17/a, which shall consist of:

- | | |
|---|--|
| <input type="checkbox"/> In-kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> 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 14-C-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-recipient, 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-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: 919-814-9942

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 MIPPA and 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.

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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: 02/11/2019

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. All 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 subrecipient.
- (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 a Recipient, Subrecipient, or subrecipient to carry out activities whereby the grantor anticipates no programmatic involvement with the Subrecipient or subrecipient 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 Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

- (17) "Subrecipient" has the meaning in NCGS 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a Subrecipient or from another subrecipient 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 subrecipients 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 subrecipient. The Subrecipient shall be responsible for the performance of all of its subrecipients and shall not be relieved of any of the duties and responsibilities of this Contract.

Subrecipients: The Subrecipient has the responsibility to ensure that all subrecipients, 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.

Ineligible Vendors: As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.

Indemnity

Indemnification: The Subrecipient agrees to indemnify and hold harmless the Recipient, the State of North

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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 to the extent permitted by law.

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 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.

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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.

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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 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 subrecipients 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 10/1/2018 - 9/29/2019

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 SHIP 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. Expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of four enrollment clinics during the period 10/1/2018 through 9/29/2019; clinics are to be held in non-traditional locations, i.e., library, church, senior housing complex, etc.;
2. Display Monthly Prevention and Wellness Campaign Posters in your respective agency and at SHIP outreach events during the reporting period, i.e., health fairs, awareness events, etc.;
3. Submit Client Counseling Contact and Public & Media Outreach (NPR) forms in a timely manner through the STARS website;
4. Work with the Area Agency on Aging in your area to conduct outreach events in the county.

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Subrecipient Response to Scope of work:

Enrollment clinics will be held at various locations throughout Lee County to reach as many Medicare beneficiaries as possible. Contact will be made with local pharmacies and grocery stores to see if table can be set up for information distribution. Additional contact will be made with local senior housing complexes to distribute Extra Help postcards to residents with contact information for assistance completing application.

Monthly Prevention Posters are posted in the hallway outside SHIIP office space for viewing. This information will be submitted to local monthly newsletter also.

All Client Contact Forms and Public and Media Outreach forms are submitted in a timely fashion using the STARS website by the SHIIP Coordinator.

Contact will be made with the local Area Agency on Aging to plan and conduct outreach events in our community.

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Attachment C

For the period 10/1/2018 - 9/29/2019

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 Subrecipient, 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: \$ 2,222.00

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.

Budget	Amount
Contractual	
Construction	
Supplies	500
Equipment	
Other	1722
Travel	
Personnel	
Fringe	
Total	2,222.00

Written description of planned expenditures:

\$500 will go towards the purchase of supplies that support the outreach efforts to include paper, ink, and advertising. The remaining \$1722 will go towards the purchase of items that will be given to individuals with the Extra Help information printed on it. These items will include the "Red" medication bags that have proven to be very popular. These bags are used for Medicare beneficiaries to transport their medications to their doctor appointments in a secure bag that protects their privacy.

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.

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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 subrecipients 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

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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 below as it will only restart the process. Thank you.

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



Committed Today for a Better Tomorrow

ITEM #:

II. H.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: March 18, 2019

SUBJECT: FY 2019 Seniors Health Insurance Information (SHIIP) Outreach Grant under the Medicare Improvements for Patients and Providers Act (MIPPA) through the Triangle J Area Agency on Aging

DEPARTMENT: Senior Services

CONTACT PERSON: Debbie Davidson

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve Contract
BUDGET IMPACT	Additional \$3,500.00
ATTACHMENTS	Contract
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Contract as presented.
SUMMARY	

Lee County has been allocated \$3,500.00 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 will be used to assist with supplies to conduct outreach events as required.

October 1, 2018 Through September 30, 2019

Medicare Improvements for Patients and Providers Act (MIPPA)

Contract for the Provision of County Based MIPPA Services

This contract is hereby entered into by and between **Triangle J Council of Governments Area Agency on Aging (TJAAA)**, (the "Provider" or "Contractor") and **Lee County Senior Services** (the "Subcontractor") (referred to collectively as the "Parties"). The Subcontractor's federal tax identification number is 56-6000313.

1. Contract Documents:

This contract consists of the following documents, which are incorporated herein by reference:

- a. This contract
- b. General Terms and Conditions for Public Sector Contracts (Attachment A)
- c. Statement of Work (Attachment B)
- d. Line Item Budget and Budget Narrative (Attachment C)
- e. Certifications Regarding Drug-Free Work-Place, Lobbying, and Debarment, Suspension and Other Responsibility Matters (Attachment D)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written 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 the contract document section, 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. Effective Period:

This contract shall be effective 10.1.2018 and shall terminate on 9.30.2019.

4. Subcontractor's Duties:

The Subcontractor shall provide the services as described in the Statement of Work (Attachment B) and in accordance with the approved Line Item Budget and Budget Narrative (Attachment C).

5. Provider's Duties:

The Provider shall pay the Subcontractor in the manner and in the amounts specified in the contract documents. The total amount paid by the Provider to the Subcontractor under this contract shall not exceed \$ 3,500.00. (from Grant # 1701NCMIAA-01) There are no matching requirements.

6. Conflict of Interest Policy/Statement:

The Provider has determined that this Contract is not subject to NCGS 143-C-6- 22 & 23.

7. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Provider upon termination of this contract.

8. Grants:

The Subcontractor has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Subcontractor to comply with the standards set forth in this contract.

9. Payment Provisions:

Payment provisions of this contract are as follows:

- a. **An amount equal to one-half the total amount will be made upon final execution of contract; and,**
- b. **Pending compliance with monthly reporting requirements outlined in the Statement of Work (Attachment B), the final one-half allotment will be processed and paid upon receipt of the monthly compliance and budget report due on July 10, 2019.**

10. 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, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial contract administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its contract administrator by giving a written 30 day notice to the other Party.

For the Provider:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Mary K. Warren, Director, Area Agency on Aging Triangle J Council of Governments Area Agency on Aging 4307 Emperor Blvd., Suite 110 Durham, NC 27703 Telephone : 919 558-2707 Fax: 919 549-9390 Email: mwarren@tjcoq.org	SAME

For the Subcontractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Lee County Senior Services 1615 S. Third Street Telephone: 919-776-0501 Fax: 919-774-7593 Email: jholmes@leecountync.gov	SAME

11. Supplementation of Expenditure of Public Funds:

The Subcontractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Subcontractor otherwise expends for contract 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 Subcontractor's total expenditure of other public funds for such services.

12. Disbursements:

As a condition of this contract, the Subcontractor 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
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to insure that account balance is solvent and reconcile the account monthly.

13. Outsourcing: The subcontractor agrees that it will not outsource any jobs related to this contract without providing notice to the Provider.

14. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

15. Divestiture:

By execution of this agreement, the Parties certify that they have not been identified nor utilized the service of any agent or subcontractor on the list created by the NC State Treasurer pursuant to G.S. 147-86.58.

16. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The Subcontractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, and Lobbying. These assurances and certifications are Attachment D. The signature page is to be signed by the Subcontractor's authorized representative.

(continued)

The Subcontractor and the Provider have executed this contract in duplicate originals, with one original being retained by each party.

Triangle J Council of Governments

Lee Worsley, Executive Director

Date

Lee County Senior Services

Signature

Date

Amy Dalrymple
Printed Name

Chairperson, Lee County Commissioners
Title

Provision for payment of the monies to fall due under this Agreement within the current federal fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act

BY: _____

Judy A. Weller
Finance Director
Triangle J Council of Governments

Attachment A

GENERAL TERMS AND CONDITIONS

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 Contractor from federal, state and local sources.

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.

Intellectual Property Rights

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

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Contractor shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Subcontractor 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 Subcontractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Subcontractor agrees that, if the Contractor 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 Contractor may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Subcontractor 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 Contractor. The Subcontractor 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 Contractor, County, Area Agency on Aging, Division of Aging and Adult Services, other authorized officials of the Contractor, funding authorities, the North Carolina State Auditor, and/or applicable federal agencies 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 General Statute 147-64.7. Additionally, as a State funding authority, the Department of Health and Human Services 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 Contractor. 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Subcontractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

Miscellaneous

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 Contractor.

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 notification of the Contractor. The term "key personnel" includes any and all persons identified by 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 Subcontractor 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 Contractor for loss of, or damage to, such property. At the termination of this contract, the Subcontractor shall contact the Area Agency on Aging for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Subcontractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Subcontractor and all subcontractors 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 G.S. 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 Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

Attachment B
For the period 10.1.18 – 9.30.19

Statement of Work

Subcontractor: Lee County Senior Services

This statement should be short summary describing what the Subcontractor does and how the Subcontractor will use these funds. The terms of the contract between TJAAA and the Subcontractor requires that these goals are met for the stated period. The uses of these funds are not limited to but **MUST** include the following activities.

- 1) Conduct a minimum of two outreach activities in each county. A minimum of one outreach activity must be planned in collaboration with a community partner(s) that serves individuals with mental illness, and a minimum of one outreach activity must be held that focuses on people who are aging and/or have disabilities other than mental illness.
- 2) All outreach activities must include R Extra Help materials provided by the Senior Health Insurance Information (SHIIP) office.
- 3) Coordinate with local SHIIP sites and refer individuals who are likely eligible for LIS and MSP.
- 4) Submit Beneficiary Contact and Group Outreach and Education and Media Outreach and Education forms through the Federal reporting system STARS website, if applicable.
- 5) Develop new partnerships for planning and conducting successful outreach events.
- 6) Encourage Medicare beneficiaries to participate in local disease prevention and wellness activities.
- 7) Monthly reporting forms for contracted activities and expenses incurred are to be submitted to electronically by the 10th of each month for the month prior to **Martha Grove Hipskind** at **marthagrove@tjcog.org**. A final report of expenses incurred is due on or before November 11, 2019.

The following Scope of Work should address the ways the Subcontractor will accomplish the above expectations and/or willingness to comply.

SCOPE OF WORK:

As part of Lee County Senior Services, The Enrichment Center and its staff are a valuable resource to the county and surrounding area. Events are planned that assist all members of the community including those with mental disabilities. Contact has been made with local mental health providers to request permission to distribute information to their clients. Information related to the Extra Help program will be included with all Senior Games and Silver Arts of Lee County registration packets. This same information will be attached to the fans that are distributed through a program we have here in our county call Operation Fan Relief. Environmentally friendly reusable grocery bags will be purchased with the Extra Help Program logo along with contact telephone numbers printed on the bags. As the local SHIP Counseling site is located in our building, a special emphasis will be placed on reaching as many qualifying LIS individuals as possible with referrals being made to the local Social Services Department for additional assistance through the MSP program. Information will be entered into the national SHIPtalk as required by SHIP by the local coordinator with reporting of individuals and the Public and Media Outreach forms that are a direct result of the outreach sessions being forwarded to the TJAAA office as required by the grant guidelines. Additional information from SHIP is available onsite detailing the preventative benefits that are available through Medicare. More information is in our monthly newsletter, *The Center Post*. Required reports will be submitted in a timely manner.

(maximum 2 pages)

Attachment C
For the period 10.1.18 – 9.30.19

Line Item Budget and Budget Narrative

Using the budget line items listed below, please provide a budget and a short narrative on how you plan to spend the funding amount reflected in the agreement. Allowable expenses include telephone, postage, salary/stipends, equipment purchases, internet services, etc. New CMS regulations stipulate that federal dollars cannot be used to purchase food. If any of your outreach events include food, it must be paid for from other funds. Additionally, please note that indirect charges will not be allowed under this agreement.

Subcontractor Name: <u>Lee County Senior Services</u>	
Amount Requested: \$ 3,500	
Budget Category	Amount
Contractual	
Supplies	1000
Equipment	
Travel	
Personnel	
Fringe Benefits	
Other (itemize below)	2500
TOTAL	3500

BUDGET NARRATIVE:

Environmentally friendly grocery bags will be purchased with grant dollars to advertise the Extra Help program and distributed throughout the community to reach the most people. The remaining funds will be used for outreach (paper and postage) to allow us to reach as many Medicare beneficiaries as well as their family members and caregivers.

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 grantee 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 grantee'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 grantee'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 agency, 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 Agency 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 grantee 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;

(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

Name and Title of Authorized Certifying Official

Subcontractor Name

Date Submitted

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: March 18, 2019

SUBJECT: Budget Amendment #03/18/19/12

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 #03/18/19/12
BUDGET IMPACT	See Below
ATTACHMENTS	Budget Amendment #03/18/19/12
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approval of Budget Amendment #03/18/19/12
SUMMARY	

Budget Amendment #03/18/19/12 appropriates funds for the following departments:

Sheriff – To appropriate \$48,286 in Federal Justice Drug Seizure funds to various lines to cover vehicle & vehicle related equipment purchases.

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: JOHN A CRUMPTON, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:# 03/18/19/12
 DATE: March 18, 2019

SECTION I. THE FOLLOWING DRUG SEIZURE FUND (2110) *REVENUE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Sheriff	2110-3930-32696	Federal Justice Drug Seizure Funds	-	48,286	48,286
TOTAL CHANGES				<u>48,286</u>	

SECTION II. THE FOLLOWING DRUG SEIZURE FUND (2110) *EXPENSE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Sheriff	2110-4310-46400	Capital Outlay	6,600	2,546	9,146
Sheriff	2110-4310-46411	Capital Outlay \$5,000 & Above		44,010	44,010
Sheriff	2110-4310-46415	Equipment < \$500		1,730	1,730
TOTAL CHANGES				<u>48,286</u>	

AMY M. DALRYMPLE, CHAIR

JENNIFER GAMBLE, CLERK TO THE BOARD

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. J.

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

MEETING DATE: March 18, 2019

SUBJECT: Minutes from the February 18, 2019 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 February 18, 2019 Closed Session Meeting
BUDGET IMPACT	N/A
ATTACHMENTS	Minutes are in a sealed envelope included in each Commissioner's agenda package.
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Minutes as presented
SUMMARY	

A "draft" copy of the Minutes from the February 18, 2019 Closed Session Meeting of the Board has been prepared and provided for the Board's review.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. K.

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

MEETING DATE: March 18, 2019

SUBJECT: Sanford Farmers Market

DEPARTMENT: NC Cooperative Extension – Lee County Center

CONTACT PERSON: Bill Stone, County Extension Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	The Sanford Farmers Market Board has requested to renew their MOU with the County of Lee to hold their Saturday market at the Ernest and Ruby McSwain Extension Education and Agriculture Center from April – October. We are requesting that the board grant approval to the Sanford Farmers Market to continue holding their market at the McSwain Center under the guidelines outlined in the submitted Memorandum of Understanding.
BUDGET IMPACT	N/A
ATTACHMENTS	Memorandum of Understanding
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Memorandum of Understanding for the Sanford Farmers Market as presented.
SUMMARY	

N.C. Cooperative Extension is supportive of the Farmers Market continued operation at the McSwain Center. A Memorandum of Understanding has been included with this request between the County of Lee and the Sanford Farmers Market for the Board of Commissioners' approval.

MEMORANDUM OF UNDERSTANDING Between THE COUNTY OF LEE AND THE SANFORD
FARMER'S MARKET

This Memorandum of Understanding is between the County of Lee (hereinafter referred to as the "County") and the Sanford Farmer's Market (hereinafter referred to as "Farmer's Market"). This Memorandum of Understanding memorializes the parties desire to allow the Farmer's Market to hold the weekly market with vendors at the McSwain Center, the building where N.C. Cooperative Extension-Lee County Center is located. Both parties understand and agree to the following:

1. N.C. Cooperative Extension-Lee County Center is located at the McSwain Center, 2420 Tramway Road, Lee County. The McSwain Center is owned and operated by the County.
2. The County agrees to allow the Farmer's Market the right to utilize its parking lot and the immediate area surrounding the parking lot in order to conduct its business of selling crops to local citizens.
3. The Farmer's Market can utilize this space on Saturday morning's beginning each year in April until October. The Farmer's Market can allow its vendors the right to sell their crops to the public from 9:00 am until 12:00 pm.
4. The Farmer's Market Manager or Assistant Manager must be present while any Farmer's Market business transactions are occurring.
5. The Market Manager or Assistant Manager will be responsible for the key to the building which will allow access to the hallways and bathrooms in the McSwain Center.
6. The County will provide restrooms for the vendors but not the general public, except in cases of emergencies.
7. The Farmer's Market and its vendors will be responsible for removing any and all of its trash and leaving the area neat and clean after each Saturday's sale.
8. If the County needs to use the parking lot any Saturday when the Farmer's Market is operating, the County will give the Market Manager at least one week's notice for the market to get in touch with its vendors and to notice the public.
9. The Market Manager will be required to provide at least one week's notice to County Extension Director if the Farmer's Market will not be held on any Saturday during the duration of the agreed upon dates.
10. The County will not be responsible or liable for any damage done to any of the vendor's equipment, vehicles, or crops.
11. The Farmer's Market will ensure the vendor's do not leave any crops or equipment overnight at the McSwain Center and ensure that everything is set up between the hours of 8:00am and taken down before 1:00pm each Saturday the Farmer's Market is in operation.
12. The Farmer's Market must provide proof of liability insurance before the County enters into the contract and that proof must be provided every year to the County.

13. If at any time the County or the Farmer's Market wishes to terminate this memorandum of understanding, they must do so by notifying the other party in writing of such termination.
14. This Memorandum of Understanding will remain in effect for one year and can be renewed each year.

This is the _____ day of March, 2019.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

Attest:

Jennifer Gamble, Clerk

LEE COUNTY

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: March 18, 2019

SUBJECT: Applications for Lottery funds

DEPARTMENT: Finance

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

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approval of joint applications from Lee County Board of Education for Lottery funds
BUDGET IMPACT	The net impact is \$0 to the County budget.
ATTACHMENTS	Public School Building Capital Fund – Fiscal Year Totals – ADM, Lottery Fund, and Needs Based Lottery Fund Report for Lee County Lottery applications
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the applications for lottery proceeds
SUMMARY	

The Lee County Board of Education has recently submitted Lottery applications for cooling tower and pipe replacement at J R Ingram Elementary school and for cooling tower replacement and fencing at Greenwood Elementary. Applications for Lottery proceeds have to be approved by both the Board of Education and the Board of Commissioners. The request for J R Ingram is \$225,000, and the request for Greenwood is \$185,000 for a total of \$410,000. The current budget has \$685,000 for lottery projects. There are currently enough funds in the school's allocation to cover the requested projects.

Public School Building Capital Fund - Fiscal Year Totals
 ADM, Lottery Fund, and Needs Based Lottery Fund

1/28/2019

County 52 Lee

LEA 530 Lee County

Fiscal Year	Tax Revenue	Interest On Revenue	Interest On Disbursing Bal	Project Allocation	Unallocated Balance	Lottery Revenue	Interest On Revenue	Interest On Disbursing Bal	Project Allocation	Unallocated Balance	Needs Based Lottery Revenue	Interest On Revenue	Interest On Disbursing Bal	Project Allocation	Unallocated Balance
1987-88	548,192.03	17,737.46	0.00	0.00	566,929.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1988-89	413,560.17	61,853.15	13,897.36	1,035,244.27	20,995.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1989-90	261,699.15	2,217.88	14,261.69	298,849.12	325.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1990-91	190,460.27	1,341.41	2,121.95	194,133.98	115.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1991-92	193,559.54	1,168.59	7,237.16	199,207.74	2,872.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1992-93	227,161.89	1,243.60	9,420.38	237,974.85	2,723.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1993-94	245,063.13	1,273.59	12,210.52	256,145.52	3,125.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1994-95	293,666.07	1,714.09	30,660.03	322,312.98	6,872.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1995-96	354,855.11	13,232.66	3,233.92	26,385.54	351,806.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1996-97	342,305.99	35,800.46	0.00	0.00	729,915.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1997-98	396,424.52	50,487.80	11,363.51	1,104,894.00	83,297.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1998-99	437,130.07	13,884.01	17,762.98	384,074.00	168,000.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1999-00	550,982.42	29,338.43	9,718.36	470,096.00	287,943.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2000-01	335,694.55	20,059.41	27,476.52	551,976.00	119,197.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2001-02	302,967.53	10,099.87	4,955.55	418,819.00	18,401.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2002-03	0.00	744.09	64.12	18,948.31	261.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2003-04	387,599.90	5,666.72	596.54	392,756.33	1,566.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2004-05	525,484.70	6,276.82	732.99	413,399.67	120,661.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2005-06	653,749.86	15,634.10	2,180.23	648,883.66	143,341.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2006-07	719,123.65	22,538.69	9,415.05	511,541.00	382,878.29	849,435.00	18,861.35	0.00	0.00	868,296.35	0.00	0.00	0.00	0.00	0.00
2007-08	286,844.23	12,417.04	3,666.84	589,241.00	86,565.40	1,052,804.00	44,489.34	27,976.21	1,441,499.00	552,065.90	0.00	0.00	0.00	0.00	0.00
2008-09	325,186.10	10,484.31	2,470.09	419,461.00	5,244.90	908,223.00	16,807.32	31,206.75	1,290,285.00	218,018.97	0.00	0.00	0.00	0.00	0.00
2009-10	0.00	124.77	2,098.01	0.00	7,408.68	1,582,369.00	7,001.64	13,033.10	1,455,660.92	364,761.79	0.00	0.00	0.00	0.00	0.00

School Planning, NCDPI

Public School Building Capital Fund - Fiscal Year Totals
 ADM, Lottery Fund, and Needs Based Lottery Fund

1/28/2019

County 52 Lee

LEA 530 Lee County

2010-11	0.00	73.19	0.00	0.00	7,481.87	794,978.00	4,507.75	9,992.02	850,553.25	323,686.31	0.00	0.00	0.00	0.00
2011-12	0.00	58.24	0.00	0.00	7,540.11	611,689.00	2,925.09	4,185.39	855,294.06	287,192.73	0.00	0.00	0.00	0.00
2012-13	0.00	32.36	0.00	0.00	7,572.47	650,941.00	1,071.92	3,186.79	932,109.90	20,282.54	0.00	0.00	0.00	0.00
2013-14	0.00	35.54	82.10	0.00	7,680.11	685,838.00	2,159.73	1,513.32	-54,298.46	764,083.05	0.00	0.00	0.00	0.00
2014-15	0.00	37.95	38.25	0.00	7,766.31	723,967.00	1,818.36	4,078.23	1,200,000.00	293,956.64	0.00	0.00	0.00	0.00
2015-16	0.00	55.25	1,809.45	0.00	9,641.01	682,515.00	2,400.69	6,115.16	983,150.00	1,837.49	0.00	0.00	0.00	0.00
2016-17	0.00	106.55	1,545.19	0.00	11,292.75	759,833.00	3,228.54	8,374.79	16,850.00	756,523.82	0.00	0.00	0.00	0.00
2017-18	0.00	194.90	3,640.26	0.00	15,127.91	683,168.00	13,612.97	5,016.83	840,000.00	618,321.62	0.00	0.00	0.00	0.00
2018-19	0.00	157.84	0.00	0.00	15,285.75	181,533.00	6,914.14	12,950.53	0.00	819,719.29	0.00	0.00	0.00	0.00
Totals:	7,992,730.88	336,300.79	192,600.05	8,506,345.97	10,177,394.00	125,798.84	127,629.12	9,611,103.67	0.00	0.00	0.00	0.00	0.00	0.00

**APPLICATION
 PUBLIC SCHOOL BUILDING CAPITAL FUND
 NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____
 Date: _____

County: Lee County School
 LEA: Andy Bryan
 Address: 2000 Nash Street Sanford NC 27330

Contact Person: Chris McNeill
 Title: Director of Maintenance
 Phone: 919-776-4013

Project Title: J R Ingram Cooling tower and pipe work replacement
 Location: J R Ingram 3309 Wicker Street Sanford NC 27330
 Type of Facility: Elementary School

North Carolina General Statutes, Chapter 116C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 116C-546. Further, G.S. 116C-546.2(a) has been amended to include the following:

(3) No county shall have to provide matching funds.

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. *Applications must be submitted within one year following the date of final payment to the contractor or vendor.*

Short description of Construction Project: Installing new Cooling tower and Pipe from it to the mechanical room to the pump and replacing 2 pumps

Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	25,000.00
New Construction _____	_____
Additions / Renovations _____	_____
Repair _____	200,000.00
Debt Payment / Bond Payment _____	_____
TOTAL _____	\$ 225,000.00

Estimated Project Beginning Date: February 2019 Est. Project Completion Date: August 2019

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 225,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 116C-546.

(Signature — Chair, County Commissioners)
Pat Reay
 (Signature — Chair, Board of Education)

(Date)
2/12/2019
 (Date)

**APPLICATION
 PUBLIC SCHOOL BUILDING CAPITAL FUND
 NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Lee County School
 LEA: Andy Bryan
 Address: 2000 Nash Street Sanford NC 27330

Contact Person: Chris McNeill
 Title: Director of Maintenance
 Phone: 919-776-4013

Project Title: Greenwood Elementary Cooling Tower Replacement and Fence

Location: Greenwood School 1127 Greenwood Road Sanford NC 27330

Type of Facility: Elementary School

North Carolina General Statutes Chapter 18C provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2(d) has been amended to include the following:

(3) No county shall have to provide matching funds.

(4) A county may use monies in this Fund to pay for school construction projects, in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. *Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.*

Short description of Construction Project: Replace Cooling tower and replace fence around it.

Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		25,000.00
New Construction	_____		_____
Additions / Renovations	_____		_____
Repair	_____		160,000.00
Debt Payment / Bond Payment	_____		_____
TOTAL	_____	\$	185,000.00

Estimated Project Beginning Date: Feb 2019

Est. Project Completion Date: August 2019

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 185,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

[Signature]

(Signature — Chair, Board of Education)

(Date)

2/12/2019

(Date)

LEE COUNTY

Committed Today for a Better Tomorrow

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: March 18, 2019

SUBJECT: Modification of Incentive Agreement - Caterpillar

DEPARTMENT: Sanford Area Growth Alliance

CONTACT PERSON: Michael Smith/Bob Joyce

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Modify the previously-approved incentive agreement with Caterpillar as the company is investing more capital than earlier discussed. The company originally thought the expansion project would total \$29.5 million. Currently, the project is expected to invest \$30.8 million in building renovations and equipment.
BUDGET IMPACT	The additional incentive grant would total \$54,171 over the five years of the grant period
ATTACHMENTS	Public Hearing Notice, Agreement, Proposed Amendment, Original Agreement
PRIOR BOARD ACTION	Previously public hearing held on February 19, 2018 and approved on March 19, 2018
RECOMMENDATION	Hold public hearing regarding amendment to the proposed incentive agreement.
SUMMARY	

On February 19, the Board approved an incentive investment of \$346,246 over five years for an expansion project for Caterpillar based on a proposed investment of \$29.5 million in real property, machinery and equipment. This project, which considered other sites in North Carolina and in neighboring states, supports the Building Construction Products Division with logistics and pre-construction of various equipment built and assembled at the Sanford plant.

SAGA recommended and the Board approved this incentive of 80%, 70%, 60%, 50%, and 50% over five years. Subsequently, the company purchased a different building than originally proposed and the cost to complete the project were increased to \$30.8 million.

Because of this increased local spending, Company consultants asked consideration of a modification of the original incentive investment grant. The investment schedule over the five years has changed slightly, therefore, the incentive (which is based on the investment schedule) will also change.

In developing a new incentive schedule, it was discover that the original incentive schedule, developed by SAGA, was incorrect and understated the incentive based on the investment schedule.

The revised schedule, which is attached, is correct and has been reviewed carefully by SAGA and County staff.

The new schedule, which is an estimate, sets a maximum incentive investment by the County at \$400,418 over the five years of the project.

The grant is a performance-based project which will create 40 jobs at an average annual wage of \$41,526.

LEE COUNTY PUBLIC HEARING NOTICE

Pursuant to North Carolina General Statute 158-7.1, the Lee County Board of Commissioners (the Board) proposes to modify an incentive grant agreement for a previously approved economic development project regarding an expansion at Caterpillar, Inc. (the Company). This modification will stimulate the local economy, promote additional business activity, create jobs and increase payroll in Lee County.

In March 2018, the Board approved an incentive investment grant to participate in the cost of a project, which consisted of building renovations and the purchase of machinery and equipment in the amount of \$29,500,000 in new taxable investment in Sanford, Lee County, North Carolina. Lee County was offering an economic development incentive grant up to \$346,246 (Three hundred forty six thousand two hundred forty six dollars) over the 5 year life of the project with revenues from the County's General Fund. This grant required certain conditions be met prior to any disbursement of funds.

In the modified agreement, the Company proposes to invest an additional \$1,300,000 for a total of \$30,800,000 in new taxable investment in Sanford, Lee County, North Carolina, with Lee County offering an additional economic development incentive grant up to \$54,171 with a total up to \$400,418 (Four hundred thousand four hundred eighteen dollars) over the five years of the project. The project will create at least 40 new jobs with an average annual wage of \$41,526 over the five-year length of the project. Based on its projected investment in Lee County, the current tax rate and assessed values in the proposal, Caterpillar will pay estimated ad valorem taxes of \$669,040 over the grant period. The modification will require the same conditions as the original approved agreement.

A public hearing on the proposed modification of this economic development incentive investment will be held on Monday, March 18, 2019 at 6:00 p.m., or as soon thereafter as the matter can be reached on the meeting agenda, in the Lee County Government Center, First Floor, Commissioners Room at 106 Hillcrest Dr., Sanford, N.C. All interested persons are invited to attend and present their views.

AGREEMENT REGARDING INCENTIVE FUNDS

BY AND BETWEEN

THE COUNTY OF LEE, NORTH CAROLINA

AND

CATERPILLAR, INC.

**Exhibit A-Grant of Lee County Funds
(ORIGINAL AGREEMENT APPROVED 3-19-18)**

STATE OF NORTH CAROLINA)
)
COUNTY OF LEE) AGREEMENT REGARDING
) INCENTIVE FUNDS FOR
) CATERPILLAR, INC.

THIS AGREEMENT, made and entered into this the ____ day of _____, _____, by and between the COUNTY OF LEE, NORTH CAROLINA, a body politic and corporate (hereinafter referred to as COUNTY) and CATERPILLAR, INC., a company with an office and place of business in Sanford, North Carolina, (hereinafter referred to as COMPANY);

WITNESSETH:

WHEREAS, the Grant from the COUNTY to the COMPANY is in the amount of up to \$353,103.00 (three hundred and fifty-three thousand, one hundred and three dollars) and has been negotiated and agreed to by the parties contingent upon the COMPANY entering into this Agreement and formal approval of the Grant by the Lee County Board of Commissioners; and,

WHEREAS, the Grant is to be used by the COMPANY toward the goal of creating at least 40 (forty) new employees (hereinafter referred to as “New Jobs”) at an average annual wage of at least \$41,526.00 (forty-one thousand, five hundred and twenty-six dollars) and **net new** taxable investment in the amount of up to \$29,500,000.00 (twenty-nine million, five hundred thousand dollars) (hereinafter referred to as “taxable investment”) in connection with building renovations and the purchase of machinery and equipment in the COMPANY’S mechanical manufacturing operations located in Lee County; and

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

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

WHEREAS, the Grant is issued pursuant and subject to the provisions of the Local Development Act, North Carolina General Statute 158-7.1 through 7.4, including a public hearing which was held on February 19, 2018; and

WHEREAS, a public hearing was held on February 19, 2018 at the Regular Meeting of the Board of County Commissioners, whereby the Board then took a vote to approve the incentive;

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

1. **TERM.** The term of this agreement shall begin upon execution in 2018 and shall end on the 31st day of December 2023, unless sooner terminated pursuant to the provisions of the Agreement contained herein or extended by mutual agreement of the Parties.
2. **PROJECT.** The economic development project (hereinafter referred to as Project) building renovations and the purchase of new machinery and equipment to be installed in a manufacturing facility by the COMPANY in Lee County, North Carolina, which will have a cumulative initial **net new ad valorem** taxable investment (prior to depreciation) of up to \$29,500,000.00 (twenty-nine million, five hundred thousand dollars) and will create and maintain, as further described in paragraph 5, at least 40 (forty) New Jobs at an average annual wage of at least \$41,526.00 (forty-one thousand, five hundred and twenty-six dollars), as further described herein.
3. **REPRESENTATIONS BY THE COMPANY.** The COMPANY makes the following representations as the basis for the undertakings on its part herein contained:
 - a. The COMPANY is a State of Delaware Corporation, authorized to do business in North Carolina and in good standing under the laws of the State of North Carolina. The COMPANY has the power and authority to enter into this Agreement, to perform its obligations under and consummate the transaction contemplated by this Agreement, and has by proper action duly authorized the execution and delivery of this Agreement.
 - b. Neither the execution or delivery of this Agreement nor the performance of the obligations under or consummation of the transactions contemplated by this Agreement violates or will violate any law or governmental order, conflicts or will conflict with any provisions of the Articles of Incorporation or the By-Laws of the COMPANY or any material term or provision of any agreement or instrument to which the COMPANY is a party or by which it is bound, or constitutes or will constitute a material breach of or a default under any such agreement or instrument.
 - c. The COMPANY presently intends to operate the Project as a mechanical manufacturing operation at a facility within the COUNTY until the COUNTY receives the prospective tax revenues from the improvements on the property and the net new taxable investment and until the COMPANY creates at least 40 New Jobs to be maintained through the end of the Investment Period, as set forth in Paragraph 1 of the Agreement, all conditions of which were contemplated in arriving at the consideration that it receives pursuant to this Agreement.
 - d. The COMPANY hereby certifies, and further attaches an affidavit of certification, that without (BUT FOR) the incentives provided by the COUNTY, it would not conduct the Project in the County.

- e. The COMPANY hereby further certifies that it was considering other states for this Project.
 - f. The COMPANY has been informed and understands that reimbursement will be made only for the New Jobs created at an average annual wage rate stated herein, the maintenance of existing jobs, and verifiable investment-through an increase in building renovations and purchase of machinery and equipment-as of December 31, 2017, as is further agreed to herein and shown on Exhibit A.
 - g. The COMPANY covenants and agrees to pay the taxes, created the New Jobs at the average annual wage rate, maintain Existing Jobs, and make the taxable investment, all of which are the subject to this Agreement, in accordance with the purposes and/or under the restrictions and covenants as set forth herein.
4. **GRANT.** In exchange for the Taxable Investment by the COMPANY, the creation of New Jobs paying the average annual wage rate as stated herein, and pursuant to North Carolina General Statutes 158-7.1, the COUNTY anticipates making an incentive grant to the COMPANY of up to \$353,103.00 (three hundred and fifty-three thousand, one hundred and three dollars), paid in annual installments as shown on Exhibit A, subject to the obligation to repay incentive funds or to receive partial incentive funds as explained in section 7 of this Agreement.
5. **PERFORMANCE CRITERIA.**
- a. The COMPANY agrees to undertake and operate in a timely manner the following new project in connection with its current mechanical manufacturing operations in Lee County, expansion of the COMPANY's manufacturing operations located at its Sanford, Lee County North Carolina facility, new manufacturing machinery and equipment and building renovations, and the hiring of at least 40 (forty) New Jobs and maintain all 40 New Jobs, and existing jobs, through the life of the project.
 - b. Existing Jobs. The COMPANY agrees to retain its current level of operations at its facility in Lee County and to maintain a base level of 815 (eight hundred and fifteen) full time existing jobs (hereinafter referred to as Existing Jobs) at the facility through the end of the Incentive Period as set forth in Paragraph 1 of the Agreement, in addition to the New Jobs to be created as part of this Agreement, as further described herein.
 - c. New Jobs. The COMPANY agrees to create and maintain at least 40 (forty) permanent, full-time New Jobs through the end of the Incentive Period, as set forth in Paragraph 1 of this Agreement, and as evidenced in Exhibit A. All New Jobs created pursuant to the terms of this Agreement must be filled by employees

hired to work after December 31, 2017 who work at least 35 (thirty-five) hours per week and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statutes. All New Jobs must have an average annual wage of \$41,526.00 (forty-one thousand, five hundred and twenty-six dollars). The COMPANY will hire the New Jobs according to Exhibit A, and must be maintained through the Incentive Period. If the COMPANY does not meet the cumulative required number of New Jobs, according to Exhibit A, the incentive amount paid to the COMPANY for that year will be reduced. If the number of New Jobs is not maintained in any other fiscal year of the Incentive Period, the incentive amount for that given year will be reduced.

- d. Should it become necessary, after June 30, 2018, for a New Job to be counted by the COMPANY as an Existing Job for purposes of maintaining the base level of Existing Jobs required by this Agreement, that job may not then be counted as a New Job. A job created or retained pursuant to the terms of this agreement may not simultaneously count as both a New Job and an Existing Job.
- e. Taxable Investment. The COMPANY agrees to make a privately funded net new taxable investment in building renovations, machinery, equipment and taxable improvements as part of the Project, which will amount to a net new taxable investment of up to \$29,500,000.00 (twenty-nine million, five hundred thousand dollars), over the five year life of the Incentive Project. The Company will make taxable investments each year of the life of the project according to Exhibit A. If the COMPANY makes such taxable investment, the COUNTY may pay an incentive amount up to the amount shown on Exhibit A. When the COUNTY calculates its incentive each year, the COMPANY agrees that the incentive will be reduced if such taxable investment is not made in accordance with Exhibit A. The incentive amount will not be reduced in any year if the COMPANY exceeds the taxable investment as shown in Exhibit A. Any investment made above the minimum investment for a calendar year will be considered in the minimum investment for the following fiscal year.
- f. The COMPANY'S compliance with all Performance Criteria set out in this Agreement shall be attested to annual under oath by an officer of the COMPANY and provided to the COUNTY by no later than March 31st of the subsequent year. If the COMPANY has not provided proof of the New Jobs or the Existing Jobs or the Taxable Investment by March 31st, it will be assumed the COMPANY is no longer requesting an incentive for that year of this Agreement. If the COMPANY needs additional time to provide the necessary proof, it must notify the COUNTY, in writing, thirty days before the proof is due, asking for an extension and the COUNTY has the sole discretion in determining whether to provide an extension and the date the proof will be due. The COUNTY will not unreasonably withhold a request for extension of time.

6. **CLOSEOUT.** The COUNTY will close out the Grant on the first of the following to occur, (hereinafter referred to as closeout):

- a. The Date as of which the COUNTY has received and accepted proof reasonably satisfactory to it that the Project has been completed and all the Performance Criteria have been satisfied; or
- b. The 31st day of December, 2023, unless such term is extended by mutual written agreement of the parties.

7. **OBLIGATION TO REPAY GRANT FUNDS AND/OR RECEIVE PARTIAL INCENTIVES.** If, for any reason, the Project shall not satisfy the minimum conditions set forth in this agreement, then the COUNTY shall not pay the incentive grant, or shall reduce the amount of the incentive grant, and/or seek reimbursement from the COMPANY that received any incentives made possible by this grant, as set forth herein, and COMPANY, or any party, shall remit such incentive funds promptly to the COUNTY and the COMPANY shall bear all costs of collection. If the Project as described in this Agreement and the attached exhibits does not meet the Performance Criteria set out herein and the standards for the incentive paid as set out in Exhibit A, all or part of the Grant Award must be repaid, reduced or reimbursed as follows:

- a. If 1) the amount of *ad valorem* taxes paid to the COUNTY over the term of this agreement which are attributable to this project has not been sufficient to pay to the COUNTY the amount of incentives paid from COUNTY funds, which could amount to up to \$353,103.00 (three hundred and fifty-three thousand, one hundred and three dollars) in the next FIVE fiscal years and/or 2) the total number of New Jobs do not meet 40, as evidenced in Exhibit A and meet the average annual wage of \$41,526.00 (forty-one thousand, five hundred and twenty-six dollars), then in any event, the COUNTY shall reduce the grant amount paid from COUNTY funds in the following manner, determined each year of the Incentive Agreement:
 - i. If the *ad valorem* taxes paid by the COMPANY do not meet the required minimum amount of *ad valorem* taxes attributable to the cumulative taxable investment that is evidenced each year in Exhibit A, the COUNTY will reduce the total incentive grant by a prorated amount based off the percentage of actual cumulative investment by year of the incentive agreement.
 - ii. If the COMPANY does not meet the requirements for cumulative New Jobs, including number of jobs, average annual wage, and maintaining Existing Jobs, as evidenced in Exhibit A, the COUNTY shall reduce the total incentive grant by a prorated amount as of each calendar year of the incentive.

- iii. If any Existing Jobs or New Jobs are eliminated or cease to exist prior to Closeout and after any grant payment by the COUNTY, then the COUNTY shall reduce the total incentive grant by a prorated amount based off the percentage of original Existing Jobs plus any New Jobs according to Exhibit A versus actual jobs.
- b. If at any time during the Grant period, the COMPANY substantially ceases operations at the Project, the COUNTY shall not be obligated to pay to the COMPANY any further grant funds and may ask for reimbursement for grant funds expended.
- c. If at any time during the Grant period, the COMPANY fails to retain one hundred percent of the Existing Jobs as set forth in Paragraph 5(b) herein, the COMPANY will be in default of this agreement and the COUNTY shall not be obligated to pay to the COMPANY any further grant funds and the COMPANY shall be obligated to repay funds already paid to the COMPANY by the COUNTY.

8. TERMINATION.

- a. This agreement shall terminate and the COMPANY shall be in breach for the following reasons as determined by the COUNTY, including, but not limited to the following:
 - i. Failure to pay taxes;
 - ii. Failure to comply with the terms and conditions of this Agreement;
 - iii. Submission of incorrect or incomplete reports to the COUNTY in any material respects or;
 - iv. Failure to make satisfactory progress towards making the cumulative investment in the property as of each fiscal year according to Exhibit A, without requesting an extension of time and agreed upon by the COUNTY in writing, the determination of whether satisfactory progress has been made will be in the sole discretion of the County.
- b. The COUNTY may terminate this Agreement, as set forth herein, for failure of the COMPANY to make the investment of the property, for failure of the project, or violation of the terms of this Agreement, in the discretion of the COUNTY, providing that 30 day notification was provided to the COMPANY and the COMPANY was unable to cure such defect.

9. ADDITIONAL PROVISIONS.

- a. **Verification and Reporting.** The COMPANY shall provide to the COUNTY on an annual basis or upon the COUNTY's request all reasonable documentation deemed necessary by the COUNTY to verify retention of the Existing Jobs, creation and maintenance of the New Jobs, and expenditure of the Taxable Investment described in this agreement, including, but not limited to,

Employment Security Commission form NCUI 101, a list of all positions used in accounting for the New Jobs and Existing Jobs, and the use of the Grand funds. Annual reporting shall be done by March 31st each year. If such information is not provided to the COUNTY by that date, it is assumed the COMPANY is no longer seeking an incentive for that fiscal year and therefore a payment will not be made to the COMPANY.

- b. Force Majeure. If unforeseen calamity, an Act of God, or financial disaster is the alleged cause of the COMPANY's failure to satisfy or perform any obligation under this Agreement, the COMPANY may request an extraordinary modification of this Agreement from the County. The parties agree that any decision to allow such modification shall be at the mutual decision of the Parties.
- c. Records. The COMPANY shall keep and maintain books and records, and other documentation relating to the receipt and disbursement of Grant funds and fulfillment of this Agreement, including, but not limited to, records to verify the hiring, retention, discharge and salaries and benefits paid to all employees covered by this Agreement and the amount of Grant funds expended for the purposes allowed under this Agreement.
- d. Right to Inspect. Subject to any applicable federal or North Carolina laws or regulations regarding employee privacy, the COMPANY agrees that any duly authorized representative of the COUNTY shall have, at all reasonable times and on reasonable notice, access to and the right to inspect, audit, copy and examine all relevant books, records, and other documents relating to the Grant and the fulfillment of this Agreement throughout the Agreement Period and for a period of two years thereafter.
- e. If the COMPANY fails to keep and maintain books and records necessary for verifying fulfillment of all terms of this Agreement, or if the COMPANY fails to provide access and the right of inspection of the records to a duly authorized representative of the COUNTY sufficient to verify compliance with this Agreement, the COUNTY may, in its discretion, declare the COMPANY to be in default of this Agreement, withhold future payments due under this Agreement and/or require reimbursement of all or any portion of Grant funds previously paid, if the COMPANY did not rectify such default within thirty days.
- f. Non-Appropriations Provision. The COUNTY's obligation to make disbursements to the COMPANY under this Agreement is contingent upon appropriations by the COUNTY and the availability of funds for the Grant.
- g. Failure of the COUNTY at any time to require performance of any term or provision of this Agreement shall in no manner affect the rights of the COUNTY

at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions thereof. No waiver by the COUNTY of any condition or the breach of any terms, provision or representation contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or the breach of that or any other term, provision or representation.

- h. Assignment. No party shall assign any interest in or obligation under this Agreement without the prior written consent of the other Party; such consent shall not be unreasonably withheld.
- i. Termination. The COUNTY may terminate this Agreement, without notice to the COMPANY and pursuant to the provisions of this Agreement, for failure to meet the conditions of the grant, for failure of the Project or for violations of the terms of this Agreement or any other reason for termination state herein.
- j. Notice. Notice shall be given to the following representatives:

To the COUNTY	To the COMPANY
County Manager	_____
408 Summit Drive	_____
Sanford, NC 27330	_____

IN WITNESS WHEREOF, COUNTY has caused this instrument to be signed in its corporate named by its duly authorized officers and its seal to be hereunto affixed, and the COMPANY has caused this instrument to be executed in its company name by its duly authorized manager, both the day and year first above written.

THE COUNTY OF LEE, NORTH CAROLINA

(Corporate Seal)

By: _____
Amy M. Dalrymple, Chair

ATTEST:

Jennifer Gamble, Clerk to the Board

CATERPILLAR, INC.

By: _____
Name
Title

(Corporate Seal)

ATTEST:

Secretary

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

Lisa Minter, Finance Director

AFFIDAVIT

NORTH CAROLINA

COUNTY OF LEE

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

Affiant

Sworn to (or affirmed) and subscribed before me this the ____ day of _____, 20__.

(Official Seal)

Official Signature of Notary

_____, Notary Public

Notary's printed or typed name

My commission expires: _____

Project Eagle - February 2018 - Proposed County Incentive Schedule

	2018	2019	2020	2021	2022	5 Year Total
New Hires	40					40
Real Estate	\$ 4,500,000					\$4,500,000
Machinery	\$ 13,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 25,000,000
Total Investment	\$17,500,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$29,500,000

Machinery Installed in 2018

	Est. Tax Value	Rate	Total tax pmt.	Incentive %	Est. Incentive	Pmt. in fiscal year
90%	\$ 11,700,000	0.00795	\$ 93,015.00	80%	\$ 74,412.00	18-19
81%	\$ 10,530,000	0.00795	\$ 83,713.50	70%	\$ 58,599.45	19-20
74%	\$ 9,620,000	0.00795	\$ 76,479.00	60%	\$ 45,887.40	20-21
65%	\$ 8,450,000	0.00795	\$ 67,177.50	50%	\$ 33,588.75	21-22
56%	\$ 7,380,000	0.00795	\$ 57,876.00	50%	\$ 28,938.00	22-23

Machinery Installed in 2019

	Est. Tax Value	Previous Yr. Value	Total Estimate Tax Value	Rate	Total tax pmt.	Est. Incentive	Pmt. in fiscal year
90%	\$ 2,700,000	\$ 10,530,000	\$ 13,230,000	0.00795	\$ 105,178.50	\$ 73,624.95	19-20
81%	\$ 2,430,000	\$ 9,620,000	\$ 12,050,000	0.00795	\$ 95,797.50	\$ 57,478.50	20-21
74%	\$ 2,220,000	\$ 8,450,000	\$ 10,670,000	0.00795	\$ 84,826.50	\$ 42,413.25	21-22
65%	\$ 1,950,000	\$ 7,280,000	\$ 9,230,000	0.00795	\$ 73,376.50	\$ 36,689.25	22-23

Machinery Installed in 2020

	Est. Tax Value	Rate	Total tax pmt.	Est. Incentive	Pmt. in fiscal year
90%	\$ 2,700,000	0.00795	\$ 97,944.00	\$ 58,766.40	20-21
81%	\$ 2,430,000	0.00795	\$ 86,496.00	\$ 43,248.00	21-22
74%	\$ 2,230,000	0.00795	\$ 75,525.00	\$ 37,762.50	22-23

Machinery Installed in 2021

	Est. Tax Value	Rate	Total tax pmt.	Est. Incentive	Pmt. in fiscal year
90%	\$ 2,700,000	0.00795	\$ 88,642.50	\$ 44,321.25	21-22
81%	\$ 2,430,000	0.00795	\$ 77,194.50	\$ 38,597.25	22-23

Machinery Installed in 2022

	Est. Tax Value	Rate	Total tax pmt.	Est. Incentive	Pmt. in fiscal year
90%	\$ 2,700,000	0.00795	\$ 9,980,000	\$ 79,341.00	22-23

Real Estate

	Est. Tax Value	Rate	Total tax pmt.	Incentive	Est. Incentive	Pmt. in fiscal year
50%	\$ 2,250,000	0.00795	\$ 17,887.50	80%	\$ 14,310.00	18-19
50%	\$ 2,250,000	0.00795	\$ 17,887.50	70%	\$ 12,521.25	19-20
50%	\$ 2,250,000	0.00795	\$ 17,887.50	60%	\$ 10,732.50	20-21
50%	\$ 2,250,000	0.00795	\$ 17,887.50	50%	\$ 8,943.75	21-22
50%	\$ 2,250,000	0.00795	\$ 17,887.50	50%	\$ 8,943.75	22-23

\$ 89,437.50

\$ 55,451.25 Total Real Estate Incentive

Estimated payout schedules

FY	Machinery	Real Estate	Total	Total tax payment
2018-19	\$ 74,412.00	\$ 14,310.00	\$ 88,722.00	\$ 110,902.50
2019-20	\$ 73,624.95	\$ 12,521.25	\$ 86,146.20	\$ 123,066.00
2020-21	\$ 58,766.40	\$ 10,732.50	\$ 69,498.90	\$ 115,831.50
2021-22	\$ 44,321.25	\$ 8,943.75	\$ 53,265.00	\$ 106,530.00
2022-23	\$ 39,670.50	\$ 8,943.75	\$ 48,614.25	\$ 97,228.50
Totals	\$ 290,795.10	\$ 55,451.25	\$ 346,246.35	\$ 553,558.50

STATE OF NORTH CAROLINA)
)
)
COUNTY OF LEE)

AMENDMENT TO THE
AGREEMENT REGARDING
INCENTIVE FUNDS FOR
CATERPILLAR, INC.

THIS AMENDMENT, made and entered into this the ____ day of _____, _____, by and between the COUNTY OF LEE, NORTH CAROLINA, a body politic and corporate (hereinafter referred to as COUNTY) and Caterpillar, Inc., a company with an office and place of business in Sanford, North Carolina, (hereinafter referred to as COMPANY);

WITNESSETH:

WHEREAS, On March 19, 2018, after a duly advertised public hearing, the Board of Commissioners voted to approve the agreement regarding incentive grant funds for Project Eagle, now known as Caterpillar, Inc; and,

WHEREAS, the original agreement consisted of building renovations and the purchase of machinery and equipment in the amount of \$29,500,000.00 (twenty-nine million, five hundred thousand dollars) in new net taxable investment, with the County offering an incentive grant of up to \$346,246 (three hundred and forty-six thousand, two hundred and forty-six dollars) with the creation of up to forty new jobs with an annual wage of \$41,526.00; and,

WHEREAS, it is the intent of both parties to amend the original agreement that was approved by the County on March 19, 2018 by increasing the amount of new net taxable investment of the Company from \$29,500,000 to \$30,800,000 (thirty million, eight hundred thousand dollars) and as a result, increase the amount of the County incentive grant from the original amount in the agreement of up to \$346,246 (three hundred and forty-six thousand, two hundred and forty-six dollars) to up to \$400,418 (four hundred thousand, four hundred and eighteen dollars); and,

WHEREAS, a new public hearing for the amendment was held on March 18, 2019 at the Regular Meeting of the Board of County Commissioners, whereby the Board then took a vote to approve the incentive on _____; and,

WHEREAS, a new amended Schedule A, attached hereto, will be incorporated into the agreement and replace the original adopted Schedule A;

NOW THEREFORE, in consideration of the representations set forth herein and in the original agreement, the COMPANY and the COUNTY agree to amend the original agreement with the following:

1. Increase the amount of new net taxable investment of the Company from \$29,500,000 to \$30,800,000 (thirty million, eight hundred thousand dollars).
2. Increase the amount of the County incentive grant from the original amount in the agreement of up to \$346,246 (three hundred and forty-six thousand, two hundred and forty-six dollars) to up to \$400,418 (four hundred thousand, four hundred and eighteen dollars)
3. Replace the original Exhibit A with the amended Exhibit A, which is attached hereto.
4. All other terms and conditions as set forth in the original agreement remain in full force and effect.

IN WITNESS WHEREOF, COUNTY has caused this instrument to be signed in its corporate named by its duly authorized officers and its seal to be hereunto affixed, and the COMPANY has caused this instrument to be executed in its company name by its duly authorized manager, both the day and year first above written.

THE COUNTY OF LEE, NORTH CAROLINA

(Corporate Seal)

By: _____
Amy M. Dalrymple, Chair

ATTEST:

Jennifer Gamble, Clerk to the Board

PROJECT EAGLE

By: _____
Name
Title

(Corporate Seal)

ATTEST:

Secretary

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

Lisa Minter, Finance Director

Schedule A - Project Eagle 2018
 Economic Development Incentive Grant (EDIG)
 Amended County EDIG Calculation for March 18, 2019

	2018	2019	2020	2021	2022	Total
Investment	\$ 5,700,000					\$ 5,700,000
Real Property	\$ 8,600,000	\$ 7,500,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 25,100,000
Personal Property	\$ 14,300,000	\$ 7,500,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 30,800,000
Total Investment						

	Est. Tax Value	Previous Yr. Value	Total Tax Value	Tax Rate	Total Tax	Incentive %	Est. Incentive
Machinery Installed in 2018							
90%	\$ 7,740,000			0.795%	\$ 61,533	80%	\$ 49,226
81%	\$ 6,966,000			0.795%	\$ 55,380	70%	\$ 38,766
74%	\$ 6,364,000			0.795%	\$ 50,594	60%	\$ 30,356
65%	\$ 5,590,000			0.795%	\$ 44,441	50%	\$ 22,220
56%	\$ 4,816,000			0.795%	\$ 38,287	50%	\$ 19,144
Machinery Installed in 2019							
90%	\$ 6,750,000	\$ 6,966,000	\$ 13,716,000	0.795%	\$ 109,042	70%	\$ 76,330
81%	\$ 6,075,000	\$ 6,364,000	\$ 12,439,000	0.795%	\$ 98,890	60%	\$ 59,334
74%	\$ 5,550,000	\$ 5,590,000	\$ 11,140,000	0.795%	\$ 88,563	50%	\$ 44,282
65%	\$ 4,875,000	\$ 4,816,000	\$ 9,691,000	0.795%	\$ 77,043	50%	\$ 38,522
Machinery Installed in 2020							
90%	\$ 2,700,000	\$ 12,439,000	\$ 15,139,000	0.795%	\$ 120,355	60%	\$ 72,213
81%	\$ 2,430,000	\$ 11,140,000	\$ 13,570,000	0.795%	\$ 107,882	50%	\$ 53,941
74%	\$ 2,220,000	\$ 9,691,000	\$ 11,911,000	0.795%	\$ 94,692	50%	\$ 47,346
Machinery Installed in 2021							
90%	\$ 2,700,000	\$ 13,570,000	\$ 16,270,000	0.795%	\$ 129,347	50%	\$ 64,673
81%	\$ 2,430,000	\$ 11,911,000	\$ 14,341,000	0.795%	\$ 114,011	50%	\$ 57,005
Machinery Installed in 2022							
90%	\$ 2,700,000	\$ 14,341,000	\$ 17,041,000	0.795%	\$ 135,476	50%	\$ 67,738
Real Property							
50%	\$2,850,000			Tax Rate	Total Tax	Incentive %	Est. Incentive
50%	\$2,850,000			0.795%	\$ 22,658	80%	\$ 18,126
50%	\$2,850,000			0.795%	\$ 22,658	70%	\$ 15,860
50%	\$2,850,000			0.795%	\$ 22,658	60%	\$ 13,595
50%	\$2,850,000			0.795%	\$ 22,658	50%	\$ 11,329
				0.795%	\$ 22,658	50%	\$ 11,329
					\$ 113,288		\$ 70,238

Year	Machinery	Real Property	Total Incentive	Total Tax
2018	\$ 49,226	\$ 18,126	\$ 67,352	\$ 84,191
2019	\$ 76,330	\$ 15,860	\$ 92,190	\$ 131,700
2020	\$ 72,213	\$ 13,595	\$ 85,808	\$ 143,013
2021	\$ 64,673	\$ 11,329	\$ 76,002	\$ 152,004
2022	\$ 67,738	\$ 11,329	\$ 79,067	\$ 158,133
	\$ 330,180	\$ 70,238	\$ 400,418	\$ 669,040

*Proposed EDIG Calculation
 This calculation includes the total previous years value instead of the 2018 value being used each year.



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
V. A.

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

MEETING DATE: March 18, 2019

SUBJECT: Zoning Map Amendment (Rezoning) Request for 124 and 154/156 Center Church Road

DEPARTMENT: Sanford / Lee County Community Development

CONTACT PERSON: Amy J. McNeill, Zoning Administrator

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Consider Planning Board Recommendation, Vote to Approve a Statement on Long Range Plan Consistency, and Vote on the Zoning Map Amendment (Rezoning Request)
BUDGET IMPACT	N/A
ATTACHMENTS	Staff Report and Ordinance
PRIOR BOARD ACTION	Public Hearing Held on February 18, 2019
RECOMMENDATION	Planning Board Recommended Approval of the Rezoning Request
SUMMARY	

Application by Mark Lyczkowski to rezone two tracts of land from Residential Agricultural (RA) and Residential Restricted (RR) to General Commercial (C-2). The first tract ("Parcel 1") being a 1.19 ± acre lot addressed as 124 Center Church Road and identified as Tax Parcel 9631-44-1034-00. The eastern portion of which is currently zoned Residential Restricted (RR), the western portion of the parcel is currently zoned as Residential Agricultural (RA). The second tract ("Parcel 2") being a 0.73 ± acre lot addressed as 154 and 156 Center Church Road, identified as Tax Parcel 9631-34-9072-00 and currently zoned as Residential Agricultural (RA). Both parcels are depicted on Lee County Tax Map 9631.03, and are illustrated on a survey map recorded in Plat Cabinet 2018, Slide 128 of the Lee County Register of Deeds Office.

2019-0201

Lee County Board of Commissioners
Recommendation of Lee County Planning Board Regarding
Application #2019-0201 to Amend the Lee County Zoning Map
Meeting Date: March 18, 2019

RECOMMENDATION FROM PLANNING BOARD:

The Planning Board recommends that the Commissioners support the petition to rezone two tracts of land addressed as 124 and 154/156 Center Church Road from Residential Agricultural (RA) and Residential Restricted (RR) to General Commercial (C-2) with the intention of marketing and/or redeveloping the property in a commercial manner for which the public hearing was held on February 18th.

In making this recommendation, the Planning Board finds that the rezoning proposal appears to be in keeping with the land uses described in the adopted long range land use plan and appears to be reasonable and in the public interest based upon the location of the site along a busy roadway & adjacent to an existing shopping center, that this may allow the larger commercially zoned tract to the rear to have public road frontage, and the availability of public utilities. It should, however, be noted that the Planning Board would not recommend the future continuation of C-2 zoning westward along Center Church Road, as there will need to be a buffer between the commercial area near the intersection of Center Church Road and US Hwy 1/Jefferson Davis Hwy and the residential area.

Please be mindful that two votes are required for each rezoning request and staff has provided the following motions that you may adopt or alter as you see fit.

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

The board members may select one of the motion options provided or may create their own unique motion when voting that the rezoning request either IS or IS NOT consistent with the newly adopted long range land use plan.

Motion Option 1: *“The proposed rezoning of the subject parcels from Residential Restricted (RR) and Residential Agricultural (RA) to General Commercial (C-2), as well as the permitted uses within the proposed zoning district, appear to be consistent with the adopted long-range plan’s land use place type of “mixed use activity center” in which the subject parcels have been categorized; therefore, I make a motion that the rezoning request IS consistent with the adopted long-range land use plan.”*

Motion Option 2: *“I make a motion that that the request IS NOT consistent with the adopted long-range plan as the request is to rezone existing residential single-family parcels to be utilized for land uses that are commercial in nature, which would disrupt the residential character of adjoining properties with residential zoning designations.”*

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

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

The board members may select one of the motion options provided or may create their own unique motion when voting to either approve or deny the rezoning request.

Motion Option 1: *"I make a motion that the proposed zoning map amendment is reasonable and in the public interest based upon the parcels having public road frontage and the existing utilities access. The parcels are also along a busy roadway and adjacent to an existing shopping center that is already zoned General Commercial (C-2); therefore, I **APPROVE** the request to rezone one 1.19 ± acre tract addressed as 124 Center Church Road and one 0.73 ± acre tract addressed as 154 and 156 Center Church Road from Residential Restricted (RR) and Residential Agricultural (RA) to General Commercial (C-2) for the purpose of marketing the site as commercial property or redeveloping the site in a commercial manner."*

Motion Option 2: *"I make a motion that the proposed zoning map amendment is not reasonable and not in the public interest based on the following: the request is not consistent with the long-range plan, as residential uses are also permitted in the Plan SanLee's land use of "Mixed Use activity center," and additional commercial development would disrupt the residential nature of adjoining residentially-zoned parcels. The request for rezoning the subject parcels for the purposes of commercial development would also contribute to traffic congestion at an already busy intersection along a major highway. Therefore, I move to **DENY** the request to rezone one 1.19 ± acre tract addressed as 124 Center Church Road and one 0.73 ± acre tract addressed as 154 and 156 Center Church Road from Residential Restricted (RR) and Residential Agricultural (RA) to General Commercial (C-2) for the purpose of marketing the site as commercial property or redeveloping the site in a commercial manner."*

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

**REZONING REPORT FROM FEBRUARY 18, 2019 AGENDA
Lee County Board of Commissioners and Planning Board
Public Hearing Information**

APPLICATION# 2019-0201 TO AMEND THE LEE COUNTY ZONING MAP

Applicant: Mark Lyczkowski
Owner: Laketree, Inc. | William. S. Wellons, Jr. – Registered Agent
Request: Rezone from Residential Agricultural (RA) and Residential Restricted (RR) to General Commercial (C-2).
Location: 124 Center Church Road and 154 & 156 Center Church Road
Township: Pocket
Tax Parcel: Parcel 1: 9631-44-1034-00 and Parcel 2: 9631-34-9072-00
Adjacent Zoning: North: C-2, General Commercial
South: RA, Residential Agricultural - Opposite Center Church Road
East: C-2, General Commercial
West: RA, Residential Agricultural

2019-0201

Introduction: The Planning Department has received a rezoning request from Mark Lyczkowski to rezone two parcels that front Center Church Road to General Commercial (C-2). Parcel 1 is a 1.19 acre tract, with zoning split between Residential Agricultural (RA) and Residential Restricted (RR). Parcel 2 is a 0.73 acre tract that is entirely zoned Residential Agricultural (RA). Both have access via frontage on Center Church Road. This rezoning application is being submitted with the intent to either market or redevelop the site in a commercial manner.

Site and Area Description: The subject property is two tracts of land that are developed with four structures that are described as follows:

- 1.) Parcel 1 is 1.19 acres developed with a ranch style single-family dwelling addressed as 124 Center Church Road and a small wooden outbuilding. The eastern half of the parcel is zoned Residential Restricted (RR) and the western half of the parcel is zoned Residential Agricultural (RA).
- 2.) Parcel 2 is a 0.73 acre tract of land developed with a ranch style dwelling addressed as 154 & 156 Center Church Road and zoned Residential Agricultural (RA).

Both parcels appear to have access to public water and are served by private septic systems. The parcels are illustrated on a survey map recorded in Plat Cabinet 2018, Slide 128 of the Lee County Register of Deeds Office.

Surrounding Land Uses: To the west is a 0.68 acre tract of land developed with a single-family home addressed as 174 Center Church Road and a small outbuilding, with frontage/access via Center Church Road, and zoned Residential Agricultural (RA). To the south, opposite Center Church Road, is a 5.92 acre tract of land developed with a small, unaddressed metal outbuilding. There is also a 3.11 acre tract of land developed with a single-family home addressed as 2320 Jefferson Davis Highway. Both of these lots are zoned Residential Agricultural (RA). To the north is a vacant 14.5 acre tract of land, owned by ML Consulting of Sanford, LLC and zoned General Commercial (C-2) that does not have road frontage. To the east is Tramway Crossing Shopping Center, which includes a Food Lion grocery store and several retail and restaurant spaces with a large, paved parking lot that fronts Jefferson Davis Highway.

Staff Analysis and Information: Existing Zoning: The subject properties are currently zoned Residential Restricted (RR) and Residential Agricultural (RA). The Residential Restricted zoning district is established to provide areas for low-density single-family uses, with a maximum of one and one-half dwelling units per acre. Property within this zoning district should include only those tracts which abut or are in close proximity to existing large-lot single family development, making this an appropriate transition district between rural, agricultural, and suburban uses. The dimensional requirements include a minimum lot width of 100 feet, a minimum lot depth of 125 feet, a minimum lot size of 30,000 square feet, with principal building setbacks of 30 feet from the front property line, 30 feet from the rear property line and 15 feet from the side property lines with a maximum building height of 40 feet. Examples of uses permitted by right within the RR zoning district include single-family detached homes (site built or modular), churches, animal & crop production, forestry, bed & breakfast inns, stables/riding academies, in-home daycares for children & adults. There is a list of permitted uses for this zoning district included within the agenda for your reference. (Manufactured or mobile homes are not permitted within the RR district.)

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The Residential Agricultural (RA) zoning district is established to provide areas for low density single family uses, low intensity agricultural operations as well as agri-business and supportive industrial and commercial uses. Industrial operations are not permitted unless they clearly support an agricultural use. RA zoning protects and preserves valuable agricultural areas, implements agricultural protection zoning, establishes performance standards for rural businesses, preserves rural areas, preserves pasture land and agriculture, sets maximum permissible densities or new zoning districts, defines specific areas for rural commercial uses, and identifies areas appropriate for agricultural preservation. The dimensional requirements include a minimum lot width of 100 feet, a minimum lot depth of 150 feet, a minimum lot size of 40,000 square feet, with principal building setbacks of 30 feet from the front property line, 30 feet from the rear property line, and 15 feet from the side property lines, with a maximum building height of 40 feet. Examples of uses permitted by right within the RA zoning district include single-family detached homes (site-built, modular), religious complexes, schools, animal and crop production, stables and riding academies, and day care facilities. There is a list of permitted uses for this zoning district included within your agenda for your reference.

(Manufactured or mobile homes are permitted within the RA district, with certain developmental regulations.)

Proposed Zoning: The proposed zoning of General Commercial (C-2) is intended to provide areas for general commercial activities designed to serve the community such as shopping centers, repair shops, wholesale businesses, and retail sales with limited outdoor display of goods and limited outdoor operations. This district promotes a broad range of commercial operations and services necessary for large regions of the County, providing community balance. C-2 zones should be located on or within proximity to major thoroughfares. The dimensional requirements of the C-2 district include a minimum lot width of 50 feet, a minimum lot depth of 100 feet (which creates a minimum lot size of 5,000 square feet), with principal building setbacks of 10 feet from the front property line and the required landscape buffer yard width determining the required rear and side yard setbacks as measured from the property lines. The typical required landscape buffer width for a C-2 use being developed next to a RA use is 20ft, measured from the exterior property lines inward towards the commercially developed site. There is no maximum building height in C-2 zoning districts. The maximum allowed impervious surface, such as roof top, parking lot, etc., is 80% of the site. Examples of uses permitted by right within the C-2 zoning district include churches, schools, daycares for children & adults, animal & crop production, forestry, agricultural equipment sales & service, farm landscape & garden supply sales, flea markets, antique shops, gun shops & gunsmiths, general merchandise auction sales, convenience stores with & without gas sales, car washes, barbershops & salons, restaurants with or without drive-through, motor vehicle sales, service & towing, offices for professional services (such as attorneys or realtors), commercial indoor recreation activities, and warehouses. There is a list of permitted uses for this zoning district included within the agenda for your reference.

Long Range Plan: Plan SanLee Land Use Plan

The plan identifies the future land use place type for this tract of land as “mixed use activity center,” which has the following characteristics:

- Facilitates development of large scale integrated mix of uses
- Single master-planned unit, but contextually integrated into surrounding development pattern, including strong mobility linkages
- Within close proximity to highway interchanges and major arterials

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Land uses include government services, public gathering spaces, urban open space, professional offices, business services, attached single-family dwellings, multi-family dwellings, upper story residences, as well as retail, professional services, and entertainment. Forms of transportation include automobiles (vehicular connectivity is encouraged in new development), sidewalks for pedestrian usage, on-street bike lanes, public transit routes, and transit routes to accommodate trucking. The current zoning districts are Highway Commercial (HC), General Commercial (C-2), Light Commercial (C-1), Office & Institutional (OI) and Multi-Family Residential (MF-12). The proposed zoning districts are General Commercial (C-2), Office & Institutional (OI), and Multi-Family Residential (MF-12). The recommended development density is mixed commercial lot sizes or multi-family with 16+ dwelling units per acre with shallow to moderate building setbacks and a 50 foot height limit. Utility infrastructure is public water and public wastewater. The preferred character is a 2-4 lane urban street network, a core grid street network, and 3-500 foot block length with sidewalks and street trees, as well as on-street and rear parking with landscaped off-street parking.

Utilities: The subject properties appear to have access to public water via an eight-inch public water main that runs parallel to Center Church Road. The subject property does not have access to public sanitary sewer and is served by private septic systems. If the rezoning is approved, all new development that proposes to connect to public water and/or public sanitary sewer must be approved by the City of Sanford Public Works Department to verify compliance with all applicable regulations. All new development that proposes to utilize a private septic system must be approved by the Lee County Environmental Health Department to verify compliance with all applicable regulations.

Transportation: Parcel 1 has approximately 198 feet of road frontage and Parcel 2 has approximately 106 feet of road frontage for a combined road frontage of approximately 304 feet on Center Church Road (SR 1303), which is a NCDOT maintained public street with a 60ft right-of-way. New development that proposes to connect to Center Church Road must be approved by NCDOT to verify compliance with all applicable regulations.

The subject project is located near two proposed NCDOT Projects currently on the State Transportation Improvement Program (STIP). U-5727 calls for the relocation of NC 78 (Tramway Road) into Pendergrass Road and implementing a superstreet design on US 1-15-501 from Bryan Drive north to Carthage Street. Construction is supposed to begin in 2020. U-5975 calls for implementing a superstreet design on US 1-15-501 from Bryan Drive south to the intersection of US 15-501 (White Hill Rd.) and Rocky Fork Church Road. Construction is supposed to begin in 2021.

There is a 2013 traffic count of 6,400 vehicle per day approximately 440 feet west of the site (Parcel 2) in front of a house addressed as 264 Center Church Road. There is a 2011 traffic count of 5,700 vehicle per day approximately at the same location.

Environmental & Local Overlay Districts: Per GIS, the parcels are not located within an established flood hazard area/floodplain, a watershed conservation overlay district, or a designated historic district.

Sanford, Lee County and Broadway do not have local grading permits and rely on the NC Department of Environmental Quality to regulate land-disturbing activities. For questions or concerns regarding land disturbing activities, contact the NC Division of Energy, Mineral, and Land Resources Sediment

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Program at 1612 Mail Service Center, Raleigh, NC 27699-1612 or call 919-707-9220 or visit the NCDEQ website at <http://deq.nc.gov>.

Development Standards: If rezoned, all of the uses permitted in the General Commercial (C-2) zoning district would be allowed and any future redevelopment of the subject property will be required to meet the current development standards of the UDO.

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

Staff Recommendation: Staff recommends that the Boards support this rezoning request. In making this recommendation, staff finds that the rezoning proposal from Residential Restricted (RR) and Residential Agricultural (RA) to General Commercial (C-2) appears to be in keeping with the land uses described in the Plan SanLee land use plan. This request appears to be reasonable and in the public interest based upon the location of the site along a busy roadway & adjacent to an existing shopping center, that this may allow the larger commercially zoned tract to the rear to have public road frontage, and the availability of public utilities.

It should, however, be noted that staff would not recommend the continuation of C-2 zoning westward along Center Church Road, as there will need to be a buffer between the commercial area near the intersection of Center Church Road and US Hwy 1/Jefferson Davis Hwy and the residential area. Please note that the information presented at the public hearing should also be considered regarding a final decision on the requested zoning map amendment.

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP
OF LEE COUNTY, NORTH CAROLINA**

WHEREAS, a request to amend the Official Zoning Map has been received from Mark Lyczkowski to rezone one 1.19 + acre tract addressed as 124 Center Church Road and one 0.73 + acre tract addressed as 154 and 156 Center Church Road from Residential Restricted (RR) and Residential Agricultural (RA) to General Commercial (C-2) for the purpose of marketing the site as commercial property or redeveloping the site in a commercial manner; and

WHEREAS, said request has been presented to the Planning Board of Lee County; and

WHEREAS, the Lee County Board of Commissioners conducted a public hearing on February 19, 2019 to receive citizen input on the requested zoning map amendment; and

WHEREAS, the Lee County Board of Commissioners approves the request to amend the Official Zoning Map of Lee County;

NOW, THEREFORE, BE IT ORDAINED BY THE LEE COUNTY BOARD OF COMMISSIONERS:

The Official Zoning Map is hereby amended to rezone to rezone one 1.19 + acre tract addressed as 124 Center Church Road and one 0.73 + acre tract addressed as 154 and 156 Center Church Road from Residential Restricted (RR) and Residential Agricultural (RA) to General Commercial (C-2) for the purpose of marketing the site as commercial property or redeveloping the site in a commercial manner. A map of the subject properties is included as Exhibit A.

In making this decision, the Lee County Board of Commissioners hereby finds that the zoning map amendment is consistent with the adopted long-range plan, which identifies this area as a *Mixed Use Activity Center* place type. Such a designation facilitates development or large scale integrated mix of uses and is within close proximity to highway interchanges and major arterials. The proposed zoning map amendment appears to be reasonable and in the public interest based upon the location of the site along a busy roadway & adjacent to an existing shopping center, that this may allow the larger commercially zoned tract to the rear to have public road frontage, and the availability of public utilities.

ADOPTED this the 18th day of March 2019.

Amy Dalrymple, Chairman, Lee County Board of Commissioner

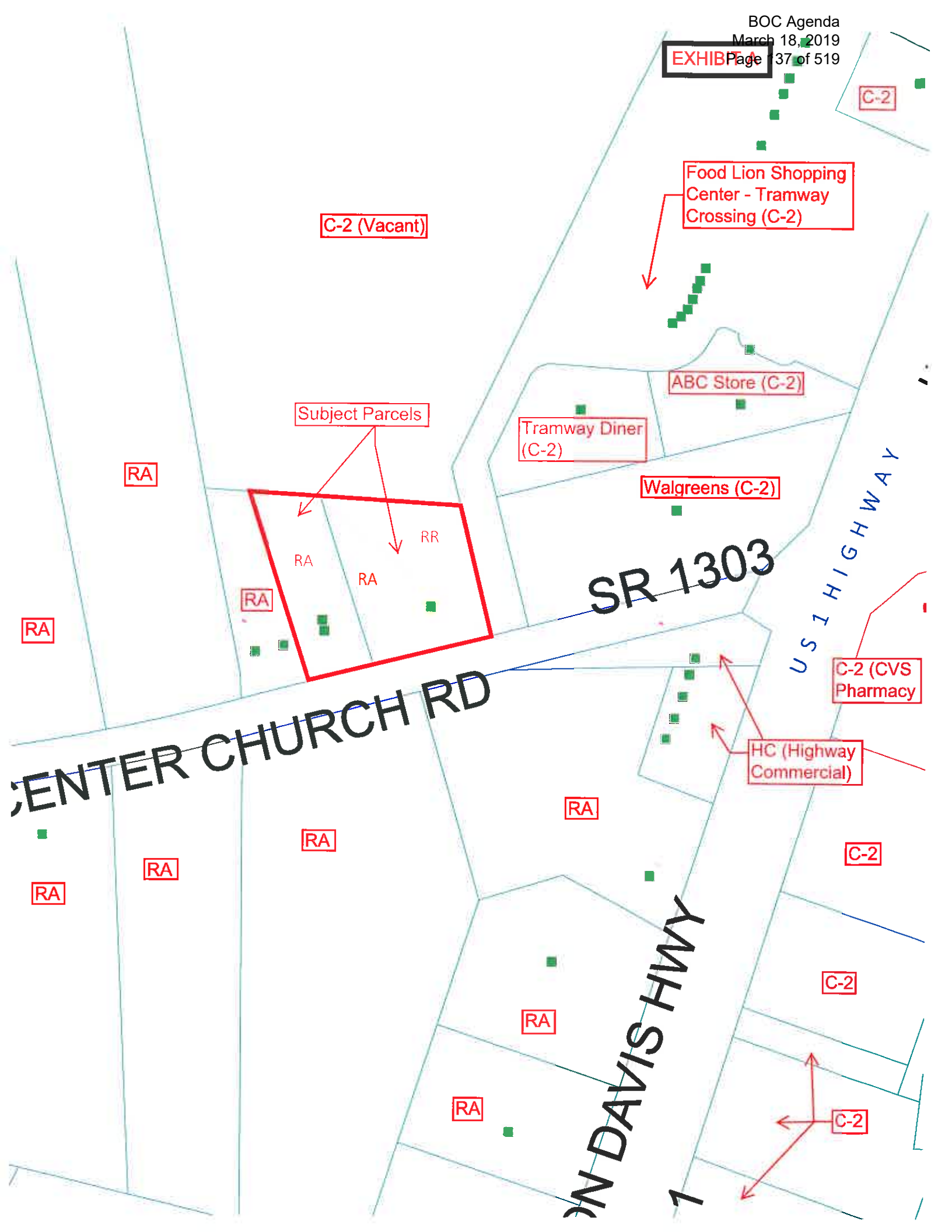
ATTEST:

Jenifer Gamble, Clerk to the Board

APPROVED AS TO FORM:

Whitney Parrish, Lee County Attorney

EXHIBIT A



C-2 (Vacant)

Food Lion Shopping Center - Tramway Crossing (C-2)

Subject Parcels

ABC Store (C-2)

Tramway Diner (C-2)

Walgreens (C-2)

SR 1303

US 1 HIGHWAY

C-2 (CVS Pharmacy)

HC (Highway Commercial)

CENTER CHURCH RD

ON DAVIS HWY

C-2

C-2

C-2

RA

RA

RA

RA

RR

RA

RA

RA

RA

RA

RA

RA



Committed Today for a Better Tomorrow

ITEM #:
V. B.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: March 18, 2019

SUBJECT: Information for murals requested to be located on county owned property

DEPARTMENT: Legal

CONTACT PERSON: Whitney Parrish, County Attorney

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Information only for murals requested to be located on county owned property
BUDGET IMPACT	N/A
ATTACHMENTS	Information for murals requested to be located on county owned property
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Information Only
SUMMARY	

After discussions with the Suzanne Reeves Literary Club and DSI and the Public Arts Subcommittee, it was requested that the County come up with information for the public in case others had a similar request. We have drafted the attached information for the members of the public. We can post on the County's website and have it available in case someone reaches out to a Board member or staff member. This is for information only purposes, but hopefully can serve as a guide to people who may be interested.

**INFORMATION FOR MURALS REQUESTED TO BE LOCATED ON
COUNTY OWNED PROPERTY**

It is the intent of the Lee County Board of Commissioners to provide information to individuals and organizations who are interested in utilizing county owned property for the placement of murals. The following is intended to act as a procedural guide for requests:

1. The Lee County Board of Commissioners has the ultimate decision in determining if a mural will be placed on county owned property.
2. County owned property eligible for possible mural placement will include those properties located within the City of Sanford.
3. If citizens are interested in requesting a mural, they must contact the City of Sanford's Appearance Commission and work with the City of Sanford's Historic Preservationist and the Public Arts Subcommittee for information regarding the approval process, options for seeking funding assistance, and process for recruitment and contracting with an artist. The City of Sanford's Historic Preservationist can be reached at the Planning Department, 919-718-4657.
4. Ultimately, the Public Arts Subcommittee oversees all mural projects located within the City of Sanford.
5. If the Lee County Board of Commissioners votes to approve a mural to be placed on county property, the Public Arts Subcommittee will work with the Historic Preservationist to issue a request for proposals to artists. The proposals will be brought to the Commissioners for final selection of the mural concept and artist.
6. It is understood that the contract with the artist will include a ten-year maintenance agreement on the work, whereby the artist will be responsible for minor repairs for up to \$250.00/per repair.

LEE COUNTY

Committed Today for a Better Tomorrow

ITEM #: V. C.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: March 18, 2019

SUBJECT: Consideration of instructing outside legal staff to file a complaint on behalf of Lee County in regards to the opioid litigation

DEPARTMENT: Administration/Legal

CONTACT PERSON: John Crumpton/Whitney Parrish/Jennifer Gamble

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Consideration of instructing outside legal staff to file a complaint on behalf of Lee County in regards to the opioid litigation
BUDGET IMPACT	Uncertain at this time
ATTACHMENTS	Complaint
PRIOR BOARD ACTION	The Lee County Board of Commissioner has engaged a national law firm to represent Lee County in the national opioid litigation
RECOMMENDATION	Pleasure of the Board
SUMMARY	

At the April 16, 2018 regular Board of Commissioners meeting, the Board voted to authorize staff to issue a request for information for law firms who are interested in representing Lee County in any potential opioid litigation. On May 21, 2018, the Board received information submitted by two firms national law firms- Mike Fuller on behalf of McHugh Fuller Law and Julie Bond on behalf of Simmons Hanly Conroy. The McHugh Fuller Law Firm provided a copy of the Buncombe County lawsuit and a sample Lee County complaint. Due to the size of those documents, a copy is being retained at the Clerk's office for anyone to review.

At the May 21, 2018 meeting, the Board decided to allow the two firms to give presentations of their case and legal strategy. Staff has had multiple discussions with each group and has asked many questions in reference to this multi-district litigation.

At the July 23, 2018 regular meeting of the Board, the Board heard presentations from both law firms regarding the theories of their cases and an update on where all of the cases are currently being litigated under the Multi-District Litigation.

In September 2018, the Board voted to hire the McHugh Fuller Law Firm to represent the county in the litigation. In December 2018, the Board of Commissioners adopted a resolution declaring the opioid epidemic a public nuisance.

The Board is now being asked to review the complaint and instruct outside counsel to file the complaint on behalf of Lee County.

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA
GREENSBORO DIVISION

LEE COUNTY,

Plaintiff,

v.

CIVIL ACTION NO. _____

AMERISOURCEBERGEN DRUG
CORPORATION; CARDINAL HEALTH,
INC.; McKESSON CORPORATION;
PURDUE PHARMA L.P.; PURDUE
PHARMA, INC.; THE PURDUE FREDERICK
COMPANY, INC.; TEVA
PHARMACEUTICAL INDUSTRIES, LTD.;
TEVA PHARMACEUTICALS USA, INC.;
CEPHALON, INC.; JOHNSON & JOHNSON;
JANSSEN PHARMACEUTICALS, INC.;
ORTHO-MCNEIL-JANSSEN
PHARMACEUTICALS, INC. n/k/a JANSSEN
PHARMACEUTICALS, INC.; JANSSEN
PHARMACEUTICA INC. n/k/a JANSSEN
PHARMACEUTICALS, INC.; NORAMCO,
INC.; ENDO HEALTH SOLUTIONS INC.;
ENDO PHARMACEUTICALS, INC.;
ALLERGAN PLC f/k/a ACTAVIS PLC;
WATSON PHARMACEUTICALS, INC. n/k/a
ACTAVIS, INC.; WATSON
LABORATORIES, INC.; ACTAVIS LLC;
ACTAVIS PHARMA, INC. f/k/a WATSON
PHARMA, INC.;
MALLINCKRODT PLC and
MALLINCKRODT LLC.

Defendants.

COMPLAINT

Complaint for Public Nuisance;
Violations of Racketeer Influenced and
Corrupt Organizations Act (RICO) 18
U.S.C. § 1961 *et seq.*; Negligence and
Negligent Misrepresentation; Negligence
Per Se; Violation of North Carolina
Unfair and Deceptive Trade Practices Act
(UDTPA), N.C. Gen. Stat. 75-1.1, *et seq.*;
Civil Conspiracy; and Fraud and
Fraudulent Misrepresentation

**JURY TRIAL DEMANDED AND
ENDORSED HEREON**

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Plaintiff, LEE COUNTY (“Plaintiff”), brings this Complaint against Defendants Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceutical Industries, LTD.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutica Inc. n/k/a Janssen Pharmaceuticals, Inc.; Noramco, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Allergan PLC f/k/a Actavis PLS; Watson Pharmaceuticals, Inc. n/k/a Actavis, Inc.; Watson Laboratories, Inc.; Actavis, LLC; Actavis Pharma, Inc. f/k/a Watson Pharma, Inc.; Mallinckrodt PLC; Mallinckrodt LLC; McKesson Corporation; Cardinal Health, Inc.; and AmerisourceBergen Drug Corporation (collectively “Defendants”) and alleges as follows:

I. INTRODUCTION

1. Plaintiff brings this civil action to eliminate the hazard to public health and safety caused by the opioid epidemic, to abate the nuisance caused thereby and to recoup monies spent because of Defendants’ false, deceptive and unfair marketing and/or unlawful diversion of prescription opioids.¹ Such economic damages were foreseeable to Defendants and were sustained because of Defendants’ intentional and/or unlawful actions and omissions.

2. Opioid analgesics are widely diverted and improperly used, and the widespread abuse of opioids has resulted in a national epidemic of opioid overdose deaths and addictions.²

3. The opioid epidemic is “directly related to the increasingly widespread misuse of powerful opioid pain medications.”³

¹ As used herein, the term “opioid” refers to the entire family of opiate drugs including natural, synthetic and semi-synthetic opiates.

² See Nora D. Volkow & A. Thomas McLellan, *Opioid Abuse in Chronic Pain—Misconceptions and Mitigation Strategies*, 374 N. Eng. J. Med. 1253 (2016).

³ See Robert M. Califf et al., *A Proactive Response to Prescription Opioid Abuse*, 374 N. Eng. J. Med. 1480 (2016).

4. Plaintiff brings this suit against the manufacturers of prescription opioids. The manufacturers aggressively pushed highly addictive, dangerous opioids, falsely representing to doctors that patients would only rarely succumb to drug addiction. These pharmaceutical companies aggressively advertised to and persuaded doctors to prescribe highly addictive, dangerous opioids and turned patients into drug addicts for their own corporate profit. Such actions were intentional and/or unlawful.

5. Plaintiff also brings this suit against the wholesale distributors of these highly addictive drugs. The distributors and manufacturers intentionally and/or unlawfully breached their legal duties under federal and state law to monitor, detect, investigate, refuse and report suspicious orders of prescription opiates.

II. PARTIES

A. PLAINTIFF, LEE COUNTY.

6. Plaintiff is a county organized under North Carolina law. N.C. Gen. Stat. § 153A-1 *et seq.* The inhabitants of Lee County are a body politic and corporate under its name and “are vested with all the property and rights of property belonging to the corporation; have perpetual succession; may sue and be sued; may contract and be contracted; ... and have and may exercise in conformity with the laws of this State county powers, rights, duties, functions, privileges, and immunities of every name and nature.” N.C. Gen. Stat. § 153A-11. Plaintiff is authorized by law to abate any nuisance that is dangerous or prejudicial to the public’s health and safety and to prosecute in any court of competent jurisdiction any person who creates, continues, contributes to, or suffers such nuisance to exist and prevent injury and annoyance from such nuisance. N.C. Gen. Stat. § 153A-140. Further, to the extent North Carolina law grants standing for certain causes of action to “persons”, such standing is also granted to Lee County. *See* N.C. Gen. Stat. § 12-3 (6) (“persons” as used in North Carolina statutory law includes “bodies . . . corporate”). Accordingly, pursuant to

North Carolina law, Lee County has standing to bring this suit. *Id.*; N.C. Gen. Stat. § 153A-11, *supra*.

7. Plaintiff has declared, *inter alia*, that opioid abuse, addiction, morbidity and mortality have created a serious public health and safety crisis, and are a public nuisance, and that the diversion of legally produced controlled substances into the illicit market causes or contributes to this public nuisance. The Lee County Board of Commissioners has passed a resolution declaring the opioid crisis a public nuisance that must be abated for the benefit of Lee County and its residents and citizens.

8. The distribution and diversion of opioids into North Carolina (“the State”), and into Lee County and surrounding areas (collectively, “Plaintiff’s Community”), created the foreseeable opioid crisis and opioid public nuisance for which Plaintiff here seeks relief.

9. Plaintiff directly and foreseeably sustained all economic damages alleged herein. Defendants’ conduct has exacted a financial burden for which the Plaintiff seeks relief. Categories of past and continuing sustained damages include, *inter alia*: (1) costs for providing medical care, additional therapeutic and prescription drug purchases, and other treatments for patients suffering from opioid-related addiction or disease, including overdoses and deaths; (2) costs for providing treatment, counseling, and rehabilitation services; (3) costs for providing treatment of infants born with opioid-related medical conditions; (4) costs associated with law enforcement, with public safety relating to the opioid epidemic; and (5) costs associated with providing care for children whose parents suffer from opioid-related disability or incapacitation. The Plaintiff has suffered, and continues to suffer directly, these damages.

10. Plaintiff also seeks the means to abate the epidemic created by Defendants’ wrongful and/or unlawful conduct.

11. Plaintiff has standing to recover damages incurred as a result of Defendants' actions and omissions. Plaintiff has standing to bring actions as a corporation and a "person," including, *inter alia*; standing to bring claims under the federal RICO statute, pursuant to 18 U.S.C. § 1961(3) ("persons" include entities which can hold legal title to property) and 18 U.S.C. § 1964 ("persons" have standing).

12. Plaintiff seeks damages for economic losses and does not bring an action for personal injury, death, or physical injury to property.

B. DEFENDANTS.

1. Manufacturer Defendants.

13. The Manufacturer Defendants are defined below. At all relevant times, the Manufacturer Defendants have packaged, distributed, supplied, sold, placed into the stream of commerce, labeled, described, marketed, advertised, promoted and purported to warn or purported to inform prescribers and users regarding the benefits and risks associated with the use of the prescription opioid drugs. The Manufacturer Defendants, at all times, have manufactured and sold prescription opioids without fulfilling their legal duty to prevent diversion and report suspicious orders.

14. PURDUE PHARMA L.P. is a limited partnership organized under the laws of Delaware. PURDUE PHARMA INC. is a New York corporation with its principal place of business in Stamford, Connecticut, and THE PURDUE FREDERICK COMPANY is a Delaware corporation with its principal place of business in Stamford, Connecticut (collectively, "Purdue").

15. Purdue manufactures, promotes, sells and distributes opioids such as OxyContin, MS Contin, Dilaudid/Dilaudid HP, Butrans, Hysingla ER and Targiniq ER in the United States. OxyContin is Purdue's best-selling opioid. Since 2009, Purdue's annual nationwide sales of OxyContin have fluctuated between \$2.47 billion and \$2.99 billion, up four-fold from its 2006

sales of \$800 million. OxyContin constitutes roughly 30% of the entire market for analgesic drugs (painkillers).

16. CEPHALON, INC. is a Delaware corporation with its principal place of business in Frazer, Pennsylvania. TEVA PHARMACEUTICAL INDUSTRIES, LTD. (“Teva Ltd.”) is an Israeli corporation with its principal place of business in Petah Tikva, Israel. In 2011, Teva Ltd. acquired Cephalon, Inc. TEVA PHARMACEUTICALS USA, INC. (“Teva USA”) is a Delaware corporation registered to do business in North Carolina and is a wholly-owned subsidiary of Teva Ltd. in Pennsylvania. Teva USA acquired Cephalon in October 2011.

17. Cephalon, Inc. manufactures, promotes, sells and distributes opioids, such as Actiq and Fentora, in the United States. Actiq has been approved by the FDA only for the “management of breakthrough cancer pain in patients 16 years and older with malignancies who are already receiving and who are tolerant to around-the-clock opioid therapy for the underlying persistent cancer pain.”⁴ Fentora has been approved by the FDA only for the “management of breakthrough pain in cancer patients 18 years of age and older who are already receiving and who are tolerant to around-the-clock opioid therapy for their underlying persistent cancer pain.”⁵ In 2008, Cephalon pled guilty to a criminal violation of the Federal Food, Drug and Cosmetic Act for its misleading promotion of Actiq and two other drugs and agreed to pay \$425 million.⁶

18. Teva Ltd., Teva USA and Cephalon, Inc. work together closely to market and sell Cephalon products in the United States. Teva Ltd. conducts all sales and marketing activities for

⁴ *Highlights of Prescribing Information, ACTIQ® (fentanyl citrate) oral transmucosal lozenge, CII (2009)*, https://www.accessdata.fda.gov/drugsatfda_docs/label/2009/020747s0301bl.pdf.

⁵ *Highlights of Prescribing Information, FENTORA® (fentanyl citrate) buccal tablet, CII (2011)*, https://www.accessdata.fda.gov/drugsatfda_docs/label/2012/021947s0151bl.pdf.

⁶ Press Release, U.S. Dep’t of Justice, Biopharmaceutical Company, Cephalon, to Pay \$425 Million & Enter Plea to Resolve Allegations of Off-Label Marketing (Sept. 29, 2008), <https://www.justice.gov/archive/opa/pr/2008/September/08-civ-860.html>.

Cephalon in the United States through Teva USA and has done so since its October 2011 acquisition of Cephalon. Teva Ltd. and Teva USA hold out Actiq and Fentora as Teva products to the public. Teva USA sells all former Cephalon branded products through its “specialty medicines” division. The FDA-approved prescribing information and medication guide, which is distributed with Cephalon opioids, discloses that Teva USA submitted the guide, and directs physicians to contact Teva USA to report adverse events.

19. All of Cephalon’s promotional websites, including those for Actiq and Fentora, display Teva Ltd.’s logo.⁷ Teva Ltd.’s financial reports list Cephalon’s and Teva USA’s sales as its own, and its year-end report for 2012 – the year immediately following the Cephalon acquisition – attributed a 22% increase in its specialty medicine sales to “the inclusion of a full year of Cephalon’s specialty sales,” including, *inter alia*, sales of Fentora®.⁸ Through interrelated operations like these, Teva Ltd. operates in the United States through its subsidiaries Cephalon and Teva USA. The United States is the largest of Teva Ltd.’s global markets, representing 53% of its global revenue in 2015, and, were it not for the existence of Teva USA and Cephalon, Inc., Teva Ltd. would conduct those companies’ business in the United States itself. Upon information and belief, Teva Ltd. directs the business practices of Cephalon and Teva USA, and their profits inure to the benefit of Teva Ltd. as controlling shareholder. Teva Pharmaceutical Industries, Ltd.; Teva Pharmaceuticals USA, Inc. and Cephalon, Inc. are referred to as “Cephalon.”

20. JANSSEN PHARMACEUTICALS, INC. is a Pennsylvania corporation with its principal place of business in Titusville, New Jersey and is a wholly owned subsidiary of JOHNSON & JOHNSON (J&J), a New Jersey corporation with its principal place of business in

⁷ E.g., ACTIQ, <http://www.actiq.com/> (displaying logo at bottom-left) (last visited Aug. 21, 2017).

⁸ Teva Ltd., Annual Report (Form 20-F) 62 (Feb. 12, 2013), http://annualreports.com/HostedData/AnnualReportArchive/t/NASDAQ_TEVA_2012.pdf.

New Brunswick, New Jersey. NORAMCO, INC. (“Noramco”) is a Delaware company headquartered in Wilmington, Delaware and was a wholly owned subsidiary of J&J until July 2016. ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC., now known as JANSSEN PHARMACEUTICALS, INC., is a Pennsylvania corporation registered to do business in North Carolina with its principal place of business in Titusville, New Jersey. JANSSEN PHARMACEUTICA INC., now known as JANSSEN PHARMACEUTICALS, INC., is a Pennsylvania corporation with its principal place of business in Titusville, New Jersey. J&J is the only company that owns more than 10% of Janssen Pharmaceuticals’ stock, and J&J corresponds with the FDA regarding Janssen’s products. Upon information and belief, J&J controls the sale and development of Janssen Pharmaceuticals’ drugs and Janssen’s profits inure to J&J’s benefit. Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutica, Inc.; Noramco and J&J are referred to as “Janssen.”

21. Janssen manufactures, promotes, sells and distributes drugs in the United States, including the opioid Duragesic (fentanyl). Before 2009, Duragesic accounted for at least \$1 billion in annual sales. Until January 2015, Janssen developed, marketed and sold the opioids Nucynta (tapentadol) and Nucynta ER. Together, Nucynta and Nucynta ER accounted for \$172 million in sales in 2014.

22. ENDO HEALTH SOLUTIONS INC. is a Delaware corporation with its principal place of business in Malvern, Pennsylvania. ENDO PHARMACEUTICALS INC. is a wholly-owned subsidiary of Endo Health Solutions Inc. and is a Delaware corporation registered to do business in North Carolina with its principal place of business in Malvern, Pennsylvania. Endo Health Solutions Inc. and Endo Pharmaceuticals Inc. are referred to as “Endo.”

23. Endo develops, markets and sells prescription drugs, including the opioids Opana/Opana ER, Percodan, Percocet and Zydone, in the United States. Opioids made up roughly \$403 million of Endo's overall revenues of \$3 billion in 2012. Opana ER yielded \$1.15 billion in revenue from 2010 and 2013, and it accounted for 10% of Endo's total revenue in 2012. Endo also manufactures and sells generic opioids such as oxycodone, oxymorphone, hydromorphone and hydrocodone products in the United States, by itself and through its subsidiary, Qualitest Pharmaceuticals, Inc.

24. ALLERGAN PLC is a public limited company incorporated in Ireland with its principal place of business in Dublin, Ireland. ACTAVIS PLC acquired ALLERGAN PLC in March 2015, and the combined company changed its name to ALLERGAN PLC in January 2013. Before that, WATSON PHARMACEUTICALS, INC. acquired ACTAVIS, INC. in October 2012, and the combined company changed its name to ACTAVIS, INC. as of January 2013 and then ACTAVIS PLC in October 2013. WATSON LABORATORIES, INC. is a Nevada corporation with its principal place of business in Corona, California, and is a wholly-owned subsidiary of ALLERGAN PLC (f/k/a Actavis, Inc., f/k/a Watson Pharmaceuticals, Inc.). ACTAVIS PHARMA, INC. (f/k/a Actavis, Inc.) is registered to do business with the North Carolina Secretary of State as a Delaware corporation with its principal place of business in New Jersey and was formerly known as WATSON PHARMA, INC. ACTAVIS LLC is a Delaware limited liability company with its principal place of business in Parsippany, New Jersey. Each of these defendants is owned by ALLERGAN PLC, which uses them to market and sell its drugs in the United States. Upon information and belief, ALLERGAN PLC exercises control over these marketing and sales efforts, and profits from the sale of Allergan/Actavis products ultimately inure to its benefit. ALLERGAN PLC; ACTAVIS PLC; ACTAVIS, INC.; ACTAVIS LLC; ACTAVIS PHARMA,

INC.; WATSON PHARMACEUTICALS, INC.; WATSON PHARMA, INC. and WATSON LABORATORIES, INC. are referred to as “Actavis.”

25. Actavis manufactures, promotes, sells and distributes opioids, including the branded drugs Kadian and Norco, a generic version of Kadian and generic versions of Duragesic and Opana, in the United States. Actavis acquired the rights to Kadian from King Pharmaceuticals, Inc. on December 30, 2008 and began marketing Kadian in 2009.

26. MALLINCKRODT, PLC is an Irish public limited company headquartered in Staines-upon-Thames, United Kingdom, with its U.S. headquarters in St. Louis, Missouri. MALLINCKRODT, LLC is a limited liability company organized and existing under the laws of the State of Delaware and licensed to do business in North Carolina. Mallinckrodt, LLC is a wholly owned subsidiary of MALLINCKRODT, PLC. MALLINCKRODT, PLC and MALLINCKRODT, LLC are referred to as “Mallinckrodt.”

27. Mallinckrodt manufactures, markets and sells drugs in the United States, including generic oxycodone, of which it is one of the largest manufacturers. In July 2017, Mallinckrodt agreed to pay \$35 million to settle allegations brought by the Department of Justice that it failed to detect and notify the DEA of suspicious orders of controlled substances.

2. Distributor Defendants.

28. The Distributor Defendants also are defined below. At all relevant times, the Distributor Defendants have distributed, supplied, sold and placed into the stream of commerce the prescription opioids, without fulfilling the fundamental duty of wholesale drug distributors to detect and warn of diversion of dangerous drugs for non-medical purposes. The Distributor Defendants universally failed to comply with federal and/or state law. The Distributor Defendants are engaged in “wholesale distribution,” as defined under state and federal law. Plaintiff alleges

the unlawful conduct by the Distributor Defendants is responsible for the volume of prescription opioids plaguing Plaintiff's Community.

29. Defendant, McKESSON CORPORATION, is registered with the North Carolina Secretary of State as a Delaware corporation, which may be served through its registered agent for service of process, Corporation Service Company, 2626 Glenwood Avenue, Suite 550, Raleigh, North Carolina 27608. McKesson has its principal place of business located in San Francisco, California.

30. Defendant, CARDINAL HEALTH, INC., is an Ohio corporation with its principal office located in Dublin, Ohio and may be served through its registered agent for service of process, CT Corporation System, 4400 Easton Commons Way, Suite 125, Columbus, Ohio 43219. Cardinal Health, Inc. operates a distribution center in Greensboro, North Carolina.

31. Defendant, AMERISOURCEBERGEN DRUG CORPORATION, is registered with the North Carolina Secretary of State as a Delaware corporation, which may be served through its registered agent for service of process, CT Corporation System, 160 Mine Lake Court, Suite 200 Raleigh, N.C. 27615. AmerisourceBergen Drug Corporation's principal place of business is located in Chesterbrook, Pennsylvania.

32. The data that reveals and/or confirms the identity of each wrongful opioid distributor is hidden from public view in the DEA's confidential ARCOS database. *See Madel v. USDOJ*, 784 F.3d 448 (8th Cir. 2015). Neither the DEA⁹ nor the wholesale distributors¹⁰ will

⁹ See Declaration of Katherine L. Myrick, Chief, Freedom of Information (FOI)/Privacy Act Unit ("SARF"), FOI, Records Management Section ("SAR"), Drug Enforcement Administration (DEA), United States Department of Justice (DOJ), *Madel v. USDOJ*, Case 0:13-cv-02832-PAM-FLN, (Document 23) (filed 02/06/14) (noting that ARCOS data is "kept confidential by the DEA").

¹⁰ See Declaration of Tina Lantz, Cardinal Health VP of Sales Operations, *Madel v. USDOJ*, Case 0:13-cv-02832-PAM-FLN, (Document 93) (filed 11/02/16) ("Cardinal Health does not customarily release any of the information identified by the DEA notice letter to the public, nor is the information publicly available. Cardinal Health relies on DEA to protect its confidential business information reported to the Agency.").

voluntarily disclose the data necessary to identify with specificity the transactions which will form the evidentiary basis for the claims asserted herein.

33. Consequently, Plaintiff has named the three (3) wholesale distributors (i.e., AmerisourceBergen Drug Corporation; Cardinal Health, Inc. and McKesson Corporation) that dominate 85% of the market share for the distribution of prescription opioids. The “Big 3” are Fortune 500 corporations listed on the New York Stock Exchange whose principal business is the nationwide wholesale distribution of prescription drugs. *See Fed. Trade Comm’n v. Cardinal Health, Inc.*, 12 F. Supp. 2d 34, 37 (D.D.C. 1998) (describing Cardinal Health, Inc.; McKesson Corporation and AmerisourceBergen Drug Corporation predecessors). Each has been investigated and/or fined by the DEA for the failure to report suspicious orders. Plaintiff has reason to believe each has engaged in unlawful conduct that resulted in the diversion of prescription opioids into our community and that discovery will likely reveal others who likewise engaged in unlawful conduct. Plaintiff names each of the “Big 3” herein as defendants and places the industry on notice that the Plaintiff is acting to abate the public nuisance plaguing the community. Plaintiff will request expedited discovery pursuant to Rule 26(d) of the Federal Rules of Civil Procedure to secure the data necessary to reveal and/or confirm the identities of the wholesale distributors, including data from the ARCOS database.

III. JURISDICTION & VENUE

34. This Court has subject-matter jurisdiction under 28 U.S.C. § 1331 based upon the federal claims asserted under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961, *et seq.* (“RICO”). This Court has supplemental jurisdiction over Plaintiff’s state law claims pursuant to 28 U.S.C. § 1367 because those claims are so related to Plaintiff’s federal claims that they form part of the same case or controversy.

35. This Court has personal jurisdiction over Defendants because they conduct business in North Carolina, purposefully direct or directed their actions toward North Carolina, consented to be sued in North Carolina by registering an agent for service of process, and/or consensually submitted to the jurisdiction of North Carolina when obtaining a manufacturer or distributor license and have the requisite minimum contacts with North Carolina necessary to constitutionally permit the Court to exercise jurisdiction.

36. This Court also has personal jurisdiction over all of the defendants under 18 U.S.C. 1965(b). This Court may exercise nationwide jurisdiction over the named Defendants where the “ends of justice” require national service and Plaintiff demonstrates national contacts. Here, the interests of justice require that Plaintiff be allowed to bring all members of the nationwide RICO enterprise before the court in a single trial. *See, e.g., Iron Workers Local Union No. 17 Insurance Fund v. Philip Morris Inc.*, 23 F. Supp. 2d 796 (1998) (citing *LaSalle National Bank v. Arroyo Office Plaza, Ltd.*, 1988 WL 23824, *3 (N.D. Ill. Mar 10, 1988); *Butcher’s Union Local No. 498 v. SDC Invest., Inc.*, 788 F.2d 535, 539 (9th Cir. 1986).

37. Venue is proper in this District pursuant to 28 U.S.C. § 1391 and 18 U.S.C. § 1965 because a substantial part of the events or omissions giving rise to the claim occurred in this District and each Defendant transacted affairs and conducted activity that gave rise to the claim of relief in this District. 28 U.S.C. §§ 1391(b); § 1965(a).

38. Plaintiff does not bring any product liability claims or causes of action and does not seek compensatory damages for death, physical injury to person or emotional distress. Claimant does not bring common law claims for physical property damage.

IV. FACTUAL BACKGROUND

A. THE OPIOID EPIDEMIC.

1. The National Opioid Epidemic.

39. Increasing abuse and diversion of prescription drugs, including opioid medications, have characterized the past two decades in the United States.¹¹

40. Prescription opioids have become widely prescribed. By 2010, enough prescription opioids were sold to medicate every adult in the United States with a dose of 5 milligrams of hydrocodone every 4 hours for 1 month.¹²

41. By 2011, the U.S. Department of Health and Human Resources, Centers for Disease Control and Prevention declared prescription painkiller overdoses to be at epidemic levels. The News Release noted:

a. The death toll from overdoses of prescription painkillers has more than tripled in the past decade.

b. More than 40 people die every day from overdoses involving narcotic pain relievers like hydrocodone (Vicodin), methadone, oxycodone (OxyContin) and oxymorphone (Opana).

c. Overdoses involving prescription painkillers are at epidemic levels and now kill more Americans than heroin and cocaine combined.

d. The increased use of prescription painkillers for nonmedical reasons, along with growing sales, has contributed to a large number of overdoses and deaths. In 2010, 1 in every 20 people in the United States age 12 and older—a total of 12 million people—reported using prescription painkillers non-medically, according to the National Survey on Drug Use and Health. Based on the data from the Drug Enforcement Administration, sales of these drugs to pharmacies and health care providers have increased by more than 300 percent since 1999.

e. Prescription drug abuse is a silent epidemic that is stealing thousands of lives and tearing apart communities and families across America.

¹¹ See Richard C. Dart et al, *Trends in Opioid Analgesic Abuse and Mortality in the United States*, 372 N. Eng. J. Med. 241 (2015).

¹² Katherine M. Keyes et al., *Understanding the Rural-Urban Differences in Nonmedical Prescription Opioid Use and Abuse in the United States*, 104 Am. J. Pub. Health e52 (2014).

f. Almost 5,500 people start to misuse prescription painkillers every day.¹³

42. The number of annual opioid prescriptions written in the United States is now roughly equal to the number of adults in the population.¹⁴

43. Many Americans are now addicted to prescription opioids, and the number of deaths due to prescription opioid overdose is unacceptable. In 2016, drug overdoses killed roughly 64,000 people in the United States, an increase of more than 22 percent over the 52,404 drug deaths recorded the previous year.¹⁵

44. Moreover, the CDC has identified addiction to prescription pain medication as the strongest risk factor for heroin addiction. People who are addicted to prescription opioid painkillers are forty times more likely to be addicted to heroin.¹⁶

45. Heroin is pharmacologically similar to prescription opioids. The majority of current heroin users report having used prescription opioids non-medically before they initiated heroin use. Available data indicates that the nonmedical use of prescription opioids is a strong risk factor for heroin use.¹⁷

¹³ See Press Release, Ctrs. for Disease Control and Prevention, U.S. Dep't of Health and Human Servs., Prescription Painkiller Overdoses at Epidemic Levels (Nov. 1, 2011), https://www.cdc.gov/media/releases/2011/p1101_flu_pain_killer_overdose.html.

¹⁴ See Robert M. Califf et al., *A Proactive Response to Prescription Opioid Abuse*, 374 N. Eng. J. Med. 1480 (2016).

¹⁵ See Ctrs. for Disease Control and Prevention, U.S. Dep't of Health and Human Servs., Provisional Counts of Drug Overdose Deaths, (August 8, 2016), https://www.cdc.gov/nchs/data/health_policy/monthly-drug-overdose-death-estimates.pdf.

¹⁶ See Ctrs. for Disease Control and Prevention, U.S. Dep't of Health and Human Servs., *Today's Heroin Epidemic*, <https://www.cdc.gov/vitalsigns/heroin/index.html> (last updated July 7, 2015).

¹⁷ See Wilson M. Compton, *Relationship Between Nonmedical Prescription-Opioid Use and Heroin*, 374 N. Eng. J. Med. 154 (2016).

46. The CDC reports that drug overdose deaths involving heroin continued to climb sharply, with heroin overdoses more than tripling in 4 years. This increase mirrors large increases in heroin use across the country and has been shown to be closely tied to opioid pain reliever misuse and dependence. *Past misuse of prescription opioids is the strongest risk factor for heroin initiation and use*, specifically among persons who report past-year dependence or abuse. The increased availability of heroin, combined with its relatively low price (compared with diverted prescription opioids) and high purity appear to be major drivers of the upward trend in heroin use and overdose.¹⁸

47. The societal costs of prescription drug abuse are “huge.”¹⁹

48. Across the nation, local governments are struggling with a pernicious, ever-expanding epidemic of opioid addiction and abuse. Every day, more than 90 Americans lose their lives after overdosing on opioids.²⁰

49. The National Institute on Drug Abuse identifies misuse and addiction to opioids as “a serious national crisis that affects public health as well as social and economic welfare.”²¹ The

¹⁸ See Rose A. Rudd et al., *Increases in Drug and Opioid Overdose Deaths—United States, 2000–2014*, 64 *Morbidity & Mortality Wkly. Rep.* 1378 (2016).

¹⁹ See Amicus Curiae Brief of Healthcare Distribution Management Association in Support of Appellant Cardinal Health, Inc., *Cardinal Health, Inc. v. United States Dept. Justice*, No. 12-5061 (D.C. Cir. May 9, 2012), 2012 WL 1637016, at *10 [hereinafter Brief of HDMA].

²⁰ Opioid Crisis, NIH, National Institute on Drug Abuse (available at <https://www.drugabuse.gov/drugs-abuse/opioids/opioid-crisis>, last visited Sept. 19, 2017) (“Opioid Crisis, NIH”) (citing at note 1 Rudd RA, Seth P, David F, Scholl L, *Increases in Drug and Opioid-Involved Overdose Deaths — United States, 2010–2015*, *MMWR MORB MORTAL WKLY REP.* 2016;65, doi:10.15585/mmwr.mm655051e1).

²¹ Opioid Crisis, NIH.

economic burden of prescription opioid misuse alone is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment and criminal justice expenditures.²²

50. The U.S. opioid epidemic is continuing, and drug overdose deaths nearly tripled during 1999–2014. Among 47,055 drug overdose deaths that occurred in 2014 in the United States, 28,647 (60.9%) involved an opioid.²³

51. The rate of death from opioid overdose has quadrupled during the past 15 years in the United States. Nonfatal opioid overdoses that require medical care in a hospital or emergency department have increased by a factor of six in the past 15 years.²⁴

52. Every day brings a new revelation regarding the depth of the opioid plague: just to name one example, the New York Times reported in September 2017 that the epidemic, which now claims 60,000 lives a year, is now killing babies and toddlers because ubiquitous, deadly opioids are “everywhere” and mistaken for candy.²⁵

53. In 2016, the President of the United States declared an opioid and heroin epidemic.²⁶

²² *Id.* (citing at note 2 Florence CS, Zhou C, Luo F, Xu L, The Economic Burden of Prescription Opioid Overdose, Abuse, and Dependence in the United States, 2013, *MED CARE* 2016;54(10):901-906, doi:10.1097/MLR.0000000000000625).

²³ See Rose A. Rudd et al., *Increases in Drug and Opioid-Involved Overdose Deaths—United States, 2010–2015*, 65 *Morbidity & Mortality Wkly. Rep.* 1445 (2016).

²⁴ See Volkow & McLellan, *supra* note 2.

²⁵ Julie Turkewitz, ‘The Pills are Everywhere’: How the Opioid Crisis Claims Its Youngest Victims, *N.Y. Times*, Sept. 20, 2017 (“‘It’s a cancer,’ said [grandmother of dead one-year old], of the nation’s opioid problem, ‘with tendrils that are going everywhere.’”).

²⁶ See Proclamation No. 9499, 81 Fed. Reg. 65,173 (Sept. 16, 2016) (proclaiming “Prescription Opioid and Heroin Epidemic Awareness Week”).

54. The epidemic of prescription pain medication and heroin deaths is devastating families and communities across the country.²⁷ Meanwhile, the manufacturers and distributors of prescription opioids extract billions of dollars of revenue from the addicted American public, while public entities experience tens of millions of dollars of injury caused by the reasonably foreseeable consequences of the prescription opioid addiction epidemic.

55. The prescription opioid manufacturers and distributors, including the Defendants, have continued their wrongful, intentional and unlawful conduct, despite their knowledge that such conduct is causing and/or continuing to the national, state and local opioid epidemic.

2. North Carolina's Opioid Epidemic.

56. North Carolina has been especially ravaged by the national opioid crisis.

57. North Carolina has an opioid prescription rate of 96.6 per 100 persons, which ranks thirteenth in the country (U.S. median rate: 82.5) and a benzodiazepine prescription rate of 45.3 per 100 persons which ranks fifteenth nationally (U.S. median rate: 37.6).²⁸

58. As reported by the North Carolina's Department of Health and Human Services, North Carolina is experiencing an opioid epidemic. From 1999 to 2016, more than 12,000 North Carolinians died from opioid related overdoses.²⁹ In 2015, there were 1,567 North Carolina overdose deaths, up 14.5 percent from 1,358 North Carolina overdose deaths in 2014.³⁰ 1,110, or

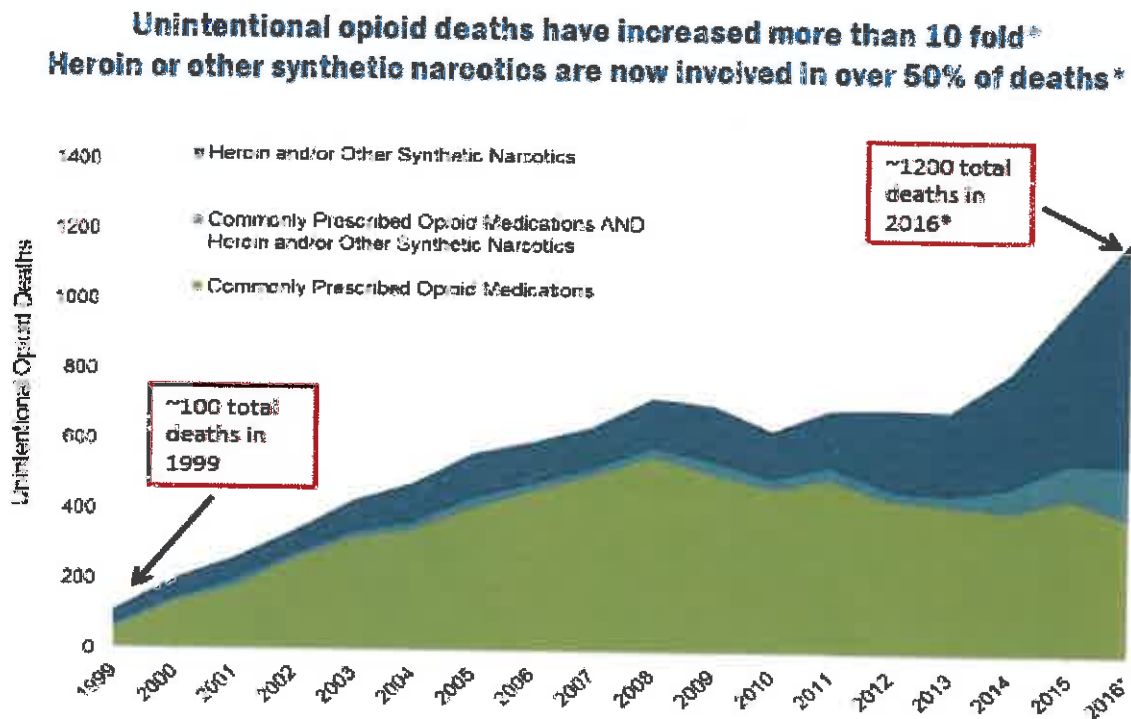
²⁷ See Presidential Memorandum – Addressing Prescription Drug Abuse and Heroin Use, 2015 Daily Comp. Pres. Doc. 743 (Oct. 21, 2015), <https://www.gpo.gov/fdsys/pkg/DCPD-201500743/pdf/DCPD-201500743.pdf>.

²⁸ See Leonard J. Paulozzi, M.D., et al., *Vital Signs: Variation Among States in Prescribing of Opioid Pain Relievers and Benzodiazepines – United States, 2012*, Morbidity and Mortality Weekly Report, Centers for Disease Control and Prevention, U.S. Department of Health and Human Services (July 4, 2014). The combination of hydrocodone, oxycodone and benzodiazepines is referred to as the “holy trinity” and significantly increases the risk of harm to those that abuse prescription pills.

²⁹ North Carolina Department of Health and Human Resources, Opioid Overdose Fact Sheet, https://files.nc.gov/ncdhhs/Opioid_Overdose_Factsheet_FINAL_06_27_17.pdf.

³⁰ See *Drug Overdose Death Data* at <https://www.cdc.gov/drugoverdose/data/statedeaths.html>.

82%, of these overdoses involved opioids.³¹ The problem is only getting worse: between 2015 and 2016, opioid related overdose deaths in North Carolina are expected to rise to approximately 1,200.³²



*2016 data are provisional
 Source: N.C. State Center for Health Statistics, Vital Statistics-Deaths, 1999-2016

Unintentional medication/drug (X40-X44) with specific T-codes by drug type.
 Commonly Prescribed Opioid Medications=T40.2 or T40.3; Heroin and/or Other Synthetic Narcotics=T40.1 or T40.4.
 Numbers of deaths from other synthetic narcotics may represent both prescription synthetic opioid deaths and non-pharmaceutical synthetic opioids because synthetic opioids produced illicitly (e.g. non-pharmaceutical fentanyl) are not identified separately from prescription (pharmaceutical) synthetic opioids in ICD-10 codes.

Analysis by Injury Epidemiology and Surveillance Unit

³¹ See County-by-County Figures: The Opioid Crisis in North Carolina, at <https://governor.nc.gov/news/county-county-figures-opioid-crisis-north-carolina>, (last visited October 9, 2017).

³² See North Carolina's Opioid Action Plan 2017-2021, at <https://files.nc.gov/ncdhhs/NC%20Opioid%20Action%20Plan%202017-2021.pdf>

59. In 2014, North Carolina experienced 913 deaths, 2,698 hospitalizations and 3,515 emergency department visits related to opioids.³³ During that same year, approximately 349,000 North Carolina residents reported misusing prescription pain relievers, and 7,717,711 prescriptions for opioids were dispensed in North Carolina.³⁴ Unintentional fatal drug overdoses cost North Carolinians \$1.3 billion in 2015. North Carolina's Department of Health and Human Services estimates opioid related drug deaths cost \$2.1 billion in 2016.³⁵ From 2011 to 2015, opioid overdose emergency department admissions increased 27%, and the administration of naloxone by EMS personnel increased 34%.³⁶ It was estimated that emergency department admissions and Naxalone administration will increase by an additional 8.5% and 14.6% respectively for 2016.³⁷ These rates are expected to continue to rise in 2017.³⁸

60. Adults are not the only victims of the opioid epidemic. The opioid epidemic is largely responsible for a 35.6% increase in the number of North Carolina children in foster care from state fiscal years 09/10 through 15/16.³⁹ From 2004 through 2015, the number of hospitalizations associated with drug withdrawal in newborns increased by a staggering 902%.⁴⁰

61. Data maintained by the Agency for Healthcare Research and Quality for 2007 through 2016 document a sharp increase in opioid-related inpatient hospital stays in North

³³ *Id.*

³⁴ *Id.*

³⁵ See Seeking Community-Level Solutions to Opioid Epidemic, available at <http://www.reflector.com/News/2017/09/26/Seeking-community-based-solutions-to-opioid-epidemic.html>

³⁶ *Id.*

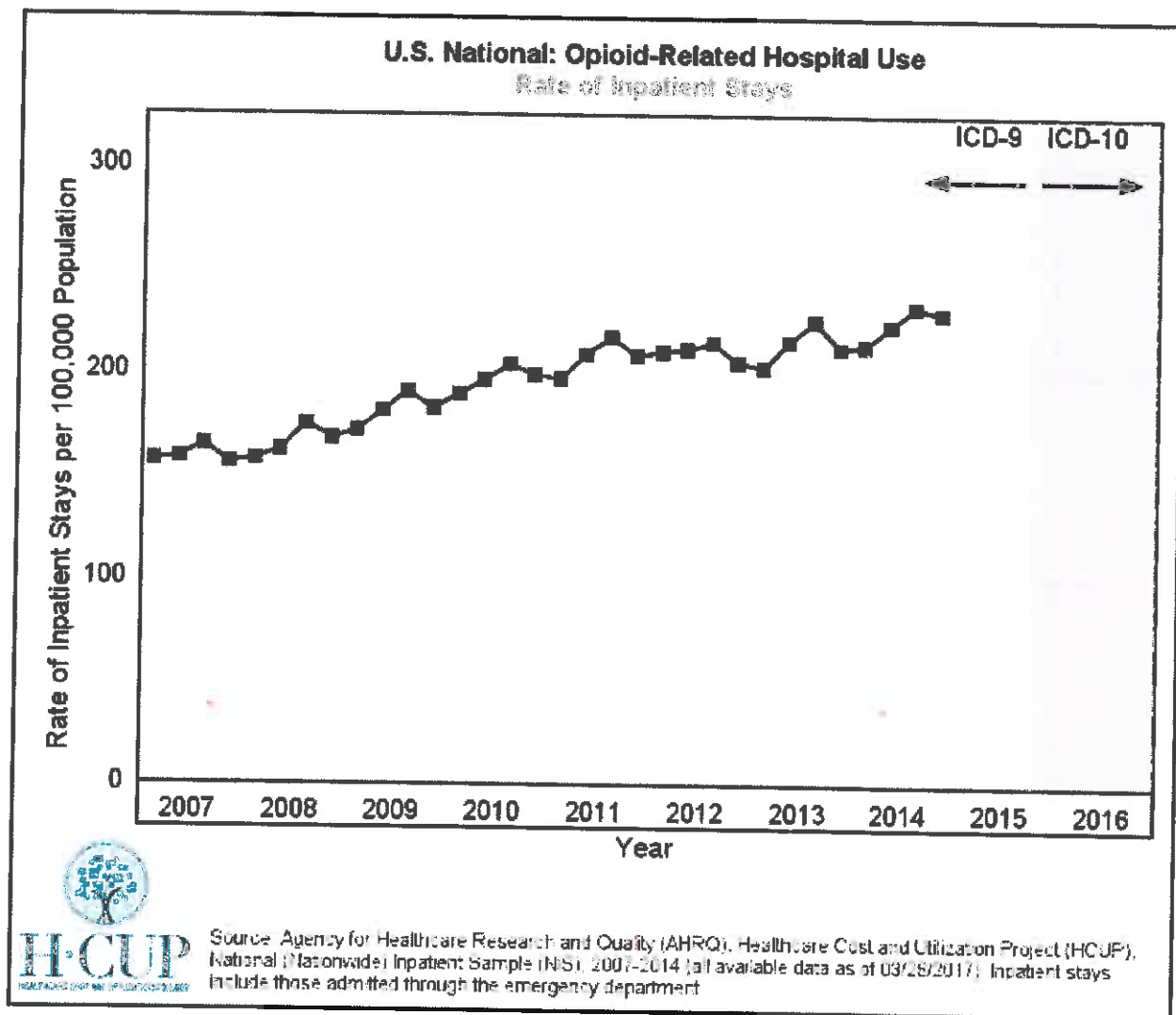
³⁷ *Id.*

³⁸ *Id.*

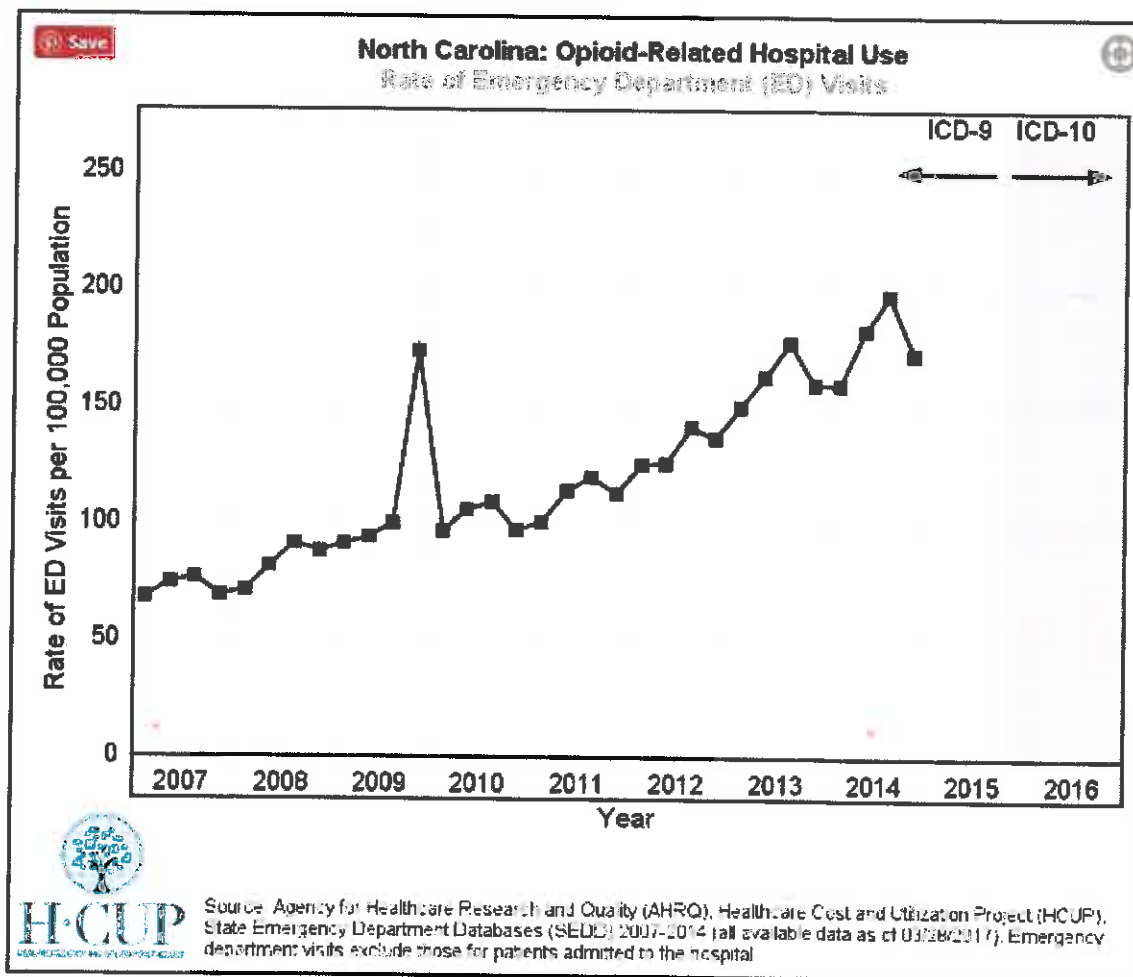
³⁹ See North Carolina's Opioid Action Plan 2017-2021, at <https://files.nc.gov/ncdhhs/NC%20Opioid%20Action%20Plan%206-23-2017.pdf>, (last visited October 9, 2017).

⁴⁰ *Id.*

Carolina. The annual rate of such stays per 100,000 population has risen substantially:



62. The rate of opioid-related Emergency Department visits increased 55% in North Carolina between 2009 and 2014:⁴¹



3. Plaintiff Lee County's Opioid Epidemic.

63. The opioid epidemic is particularly devastating in Plaintiff's Community.

⁴¹ See Agency for Healthcare Research and Quality, Healthcare Cost and Utilization Project, *Statistical Brief #219, Opioid-Related Inpatient Stays and Emergency Department Visits by State, 2009-2014*, <https://www.hcup-us.ahrq.gov/reports/statbriefs/sb219-Opioid-Hospital-Stays-ED-Visits-by-State.pdf>, (last visited 10/25/2017).

64. From 2008 through 2016, opiate-related deaths in Lee County more than doubled to 51 compared to the previous nine-year period during which Lee experienced 25 opiate-related deaths.⁴²

65. The Centers for Disease Control estimated that in Lee County approximately 129.6 opioid prescriptions were dispensed per 100 people in 2016. This was more than twice the national average for 2016 (66.5). In the years leading up to 2016, Lee County's opioid prescription rate remained particularly high with 119.9 prescriptions dispensed per 100 people in 2015, 130.6 in 2014, and 144.9 in 2013, compared to national averages of 70.6 prescriptions per 100 people in 2015, 75.6 in 2014, and 78.1 in 2013.⁴³

B. THE MANUFACTURER DEFENDANTS' FALSE, DECEPTIVE, AND UNFAIR MARKETING OF OPIOIDS.

66. The opioid epidemic did not happen by accident.

67. Before the 1990s, generally accepted standards of medical practice dictated that opioids should only be used short-term for acute pain, pain relating to recovery from surgery or for cancer or palliative (end-of-life) care. Due to the lack of evidence that opioids improved patients' ability to overcome pain and function, coupled with evidence of greater pain complaints as patients developed tolerance to opioids over time and the serious risk of addiction and other side effects, the use of opioids for chronic pain was discouraged or prohibited. As a result, doctors generally did not prescribe opioids for chronic pain.

68. Each Manufacturer Defendant has conducted, and has continued to conduct, a marketing scheme designed to persuade doctors and patients that opioids can and should be used

⁴² See All Intents Opiate Poisoning Deaths by County: N.C. residents, 1999-2016, available at <http://www.injuryfreenc.ncdhhs.gov/DataSurveillance/poisoning/DTH-3-AllOpiatePoisoningsbyCounty-1999-2016.pdf>, (last visited 12/6/2017).

⁴³ U.S. County Prescribing Rate Maps, available at <https://www.cdc.gov/drugoverdose/maps/rxcounty2015.html>, (last visited 12/6/2017).

for chronic pain, resulting in opioid treatment for a far broader group of patients who are much more likely to become addicted and suffer other adverse effects from the long-term use of opioids. In connection with this scheme, each Manufacturer Defendant spent, and continues to spend, millions of dollars on promotional activities and materials that falsely deny or trivialize the risks of opioids while overstating the benefits of using them for chronic pain.

69. The Manufacturer Defendants have made false and misleading claims, contrary to the language on their drugs' labels, regarding the risks of using their drugs that: (1) downplayed the serious risk of addiction; (2) created and promoted the concept of "pseudoaddiction" when signs of actual addiction began appearing and advocated that the signs of addiction should be treated with more opioids; (3) exaggerated the effectiveness of screening tools to prevent addiction; (4) claimed that opioid dependence and withdrawal are easily managed; (5) denied the risks of higher opioid dosages; and (6) exaggerated the effectiveness of "abuse-deterrent" opioid formulations to prevent abuse and addiction. The Manufacturer Defendants have also falsely touted the benefits of long-term opioid use, including the supposed ability of opioids to improve function and quality of life, even though there was no scientifically reliable evidence to support the Manufacturer Defendants' claims.

70. The Manufacturer Defendants have disseminated these common messages to reverse the popular and medical understanding of opioids and risks of opioid use. They disseminated these messages directly, through their sales representatives, in speaker groups led by physicians the Manufacturer Defendants recruited for their support of their marketing messages, through unbranded marketing and through industry-funded front groups.

71. The Manufacturer Defendants' efforts have been wildly successful. Opioids are now the most prescribed class of drugs. Globally, opioid sales generated \$11 billion in revenue for

drug companies in 2010 alone; sales in the United States have exceeded \$8 billion in revenue annually since 2009.⁴⁴ In an open letter to the nation’s physicians in August 2016, the then-U.S. Surgeon General expressly connected this “urgent health crisis” to “heavy marketing of opioids to doctors . . . [m]any of [whom] were even taught – incorrectly – that opioids are not addictive when prescribed for legitimate pain.”⁴⁵ This epidemic has resulted in a flood of prescription opioids available for illicit use or sale (the supply), and a population of patients physically and psychologically dependent on them (the demand). When those patients can no longer afford or obtain opioids from licensed dispensaries, they often turn to the street to buy prescription opioids or even non-prescription opioids, like heroin.

72. The Manufacturer Defendants intentionally continued their conduct, as alleged herein, with knowledge that such conduct was creating the opioid nuisance and causing the harms and damages alleged herein.

1. Each Manufacturer Defendant Used Multiple Avenues to Disseminate Their False and Deceptive Statements About Opioids.

73. The Manufacturer Defendants spread their false and deceptive statements by marketing their branded opioids directly to doctors and patients in and around the State, including in Plaintiff’s Community. Defendants also deployed seemingly unbiased and independent third parties that they controlled to spread their false and deceptive statements about the risks and benefits of opioids for the treatment of chronic pain throughout the State and Plaintiff’s Community.

⁴⁴ See Katherine Eban, *Oxycontin: Purdue Pharma’s Painful Medicine*, Fortune, Nov. 9, 2011, <http://fortune.com/2011/11/09/oxycontin-purdue-pharmas-painful-medicine/>; David Crow, *Drugmakers Hooked on \$10bn Opioid Habit*, Fin. Times, Aug. 10, 2016, <https://www.ft.com/content/f6e989a8-5dac-11e6-bb77-a121aa8abd95>.

⁴⁵ Letter from Vivek H. Murthy, U.S. Surgeon General (Aug. 2016), <http://turnthetiderx.org/>.

74. The Manufacturer Defendants employed the same marketing plans and strategies and deployed the same messages in and around the State, including in Plaintiff's Community, as they did nationwide. Across the pharmaceutical industry, corporate headquarters fund and oversee "core message" development on a national basis. This comprehensive approach ensures that the Manufacturer Defendants' messages are accurately and consistently delivered across marketing channels -- including detailing visits, speaker events, and advertising -- and in each sales territory. The Manufacturer Defendants consider this high level of coordination and uniformity crucial to successfully marketing their drugs.

75. The Manufacturer Defendants ensure marketing consistency nationwide through national and regional sales representative training; national training of local medical liaisons, the company employees who respond to physician inquiries; centralized speaker training; single sets of visual aids, speaker slide decks and sales training materials; and nationally coordinated advertising. The Manufacturer Defendants' sales representatives and physician speakers were required to stick to prescribed talking points, sales messages and slide decks, and supervisors rode along with them periodically to both check on their performance and compliance.

i. Direct Marketing.

76. The Manufacturer Defendants' direct marketing of opioids generally proceeded on two tracks. First, each Manufacturer Defendant conducted and continues to conduct advertising campaigns touting the purported benefits of their branded drugs. For example, upon information and belief, the Manufacturer Defendants spent more than \$14 million on medical journal advertising of opioids in 2011, nearly triple what they spent in 2001.

77. Many of the Manufacturer Defendants' branded ads deceptively portrayed the benefits of opioids for chronic pain. For example, Endo distributed and made available on its website opana.com a pamphlet promoting Opana ER with photographs depicting patients with

physically demanding jobs like construction worker, chef and teacher, misleadingly implying that the drug would provide long-term pain relief and functional improvement. Upon information and belief, Purdue also ran a series of ads, called “Pain vignettes,” for OxyContin in 2012 in medical journals. These ads featured chronic pain patients and recommended OxyContin for each. One ad described a “54-year-old writer with osteoarthritis of the hands” and implied that OxyContin would help the writer work more effectively.

78. Second, each Manufacturer Defendant promoted the use of opioids for chronic pain through “detailers” – sales representatives who visited individual doctors and medical staff in their offices – and small-group speaker programs. The Manufacturer Defendants have not corrected this misinformation. Instead, each Defendant devoted massive resources to direct sales contacts with doctors. Upon information and belief, in 2014 alone, the Manufacturer Defendants spent in excess of \$168 million on detailing branded opioids to doctors, more than twice what they spent on detailing in 2000.

79. The Manufacturer Defendants’ detailing to doctors is effective. Numerous studies indicate that marketing impacts prescribing habits, with face-to-face detailing having the greatest influence. Even without such studies, the Manufacturer Defendants purchase, manipulate and analyze some of the most sophisticated data available in any industry, data available from IMS Health Holdings, Inc., to track, precisely, the rates of initial prescribing and renewal by individual doctor, which in turn allows them to target, tailor and monitor the impact of their core messages. Thus, the Manufacturer Defendants know their detailing to doctors is effective.

80. The Manufacturer Defendants’ detailers have been reprimanded for their deceptive promotions. In March 2010, for example, the FDA found that Actavis had been distributing promotional materials that “minimize[] the risks associated with Kadian and misleadingly

suggest[] that Kadian is safer than has been demonstrated.” Those materials in particular “fail to reveal warnings regarding potentially fatal abuse of opioids, use by individuals other than the patient for whom the drug was prescribed.”⁴⁶

ii. Indirect Marketing.

81. The Manufacturer Defendants indirectly marketed their opioids using unbranded advertising, paid speakers and “Key Opinion Leaders” (“KOLs”), and industry-funded organizations posing as neutral and credible professional societies and patient advocacy groups (referred to hereinafter as “Front Groups”).

82. The Manufacturer Defendants deceptively marketed opioids in the State and Plaintiff’s Community through unbranded advertising – e.g., advertising that promotes opioid use generally but does not name a specific opioid. This advertising was ostensibly created and disseminated by independent third parties. But by funding, directing, reviewing, editing and distributing this unbranded advertising, the Manufacturer Defendants controlled the deceptive messages disseminated by these third parties and acted in concert with them to falsely and misleadingly promote opioids for the treatment of chronic pain. Much as Defendants controlled the distribution of their “core messages” via their own detailers and speaker programs, the Manufacturer Defendants similarly controlled the distribution of these messages in scientific publications, treatment guidelines, Continuing Medical Education (“CME”) programs, and medical conferences and seminars. To this end, the Manufacturer Defendants used third-party public relations firms to help control those messages when they originated from third parties.

⁴⁶ Letter from Thomas Abrams, Dir., Div. of Drug Mktg., Advert., & Commc’ns, U.S. Food & Drug Admin., to Doug Boothe, CEO, Actavis Elizabeth LLC (Feb. 18, 2010), <http://www.fdanews.com/ext/resources/files/archives/a/ActavisElizabethLLC.pdf>.

83. The Manufacturer Defendants marketed through third-party, unbranded advertising to avoid regulatory scrutiny because that advertising is not submitted to and typically is not reviewed by the FDA. The Manufacturer Defendants also used third-party, unbranded advertising to give the false appearance that the deceptive messages came from an independent and objective source. Like the tobacco companies, the Manufacturer Defendants used third parties that they funded, directed and controlled to carry out and conceal their scheme to deceive doctors and patients about the risks and benefits of long term opioid use for chronic pain.

84. Defendants also identified doctors to serve, for payment, on their speakers' bureaus and to attend programs with speakers and meals paid for by Defendants. These speaker programs provided: (1) an incentive for doctors to prescribe a particular opioid (so they might be selected to promote the drug); (2) recognition and compensation for the doctors selected as speakers; and (3) an opportunity to promote the drug through the speaker to his or her peers. These speakers give the false impression that they are providing unbiased and medically accurate presentations when they are, in fact, presenting a script prepared by Defendants. On information and belief, these presentations conveyed misleading information, omitted material information and failed to correct Defendants' prior misrepresentations about the risks and benefits of opioids.

85. Borrowing a page from Big Tobacco's playbook, the Manufacturer Defendants worked through third parties they controlled by: (a) funding, assisting, encouraging and directing doctors who served as KOLs and (b) funding, assisting, directing and encouraging seemingly neutral and credible Front Groups. The Manufacturer Defendants then worked together with those KOLs and Front Groups to taint the sources that doctors and patients relied on for ostensibly "neutral" guidance, such as treatment guidelines, CME programs, medical conferences and seminars, and scientific articles. Thus, working individually and collectively, and through these

Front Groups and KOLs, the Manufacturer Defendants persuaded doctors and patients that what they have long known – that opioids are addictive drugs, unsafe in most circumstances for long-term use – was untrue, and that the compassionate treatment of pain required opioids.

86. In 2007, multiple States sued Purdue for engaging in unfair and deceptive practices in its marketing, promotion and sale of OxyContin. Certain states settled their claims in a series of Consent Judgments that prohibited Purdue from making misrepresentations in the promotion and marketing of OxyContin in the future. By using indirect marketing strategies, however, Purdue intentionally circumvented these restrictions. Such actions included contributing to the creation of misleading publications and prescribing guidelines, which lack a reliable scientific basis and promote prescribing practices that have worsened the opioid crisis.

87. Pro-opioid doctors are one of the most important avenues that the Manufacturer Defendants use to spread their false and deceptive statements about the risks and benefits of long-term opioid use. The Manufacturer Defendants know that doctors rely heavily and less critically on their peers for guidance, and KOLs provide the false appearance of unbiased and reliable support for chronic opioid therapy. For example, the State of New York found in its settlement with Purdue that the Purdue website “In the Face of Pain” failed to disclose that Purdue paid doctors who provided testimonials on the site and concluded that Purdue’s failure to disclose these financial connections potentially misled consumers regarding the objectivity of the testimonials.

88. Defendants utilized many KOLs, including many of the same ones.

89. Dr. Russell Portenoy, former Chairman of the Department of Pain Medicine and Palliative Care at Beth Israel Medical Center in New York, is one example of a KOL whom the Manufacturer Defendants identified and promoted to further their marketing campaign. Dr. Portenoy received research support, consulting fees and honoraria from Cephalon, Endo, Janssen

and Purdue (among others) and was a paid consultant to Cephalon and Purdue. Dr. Portenoy was instrumental in opening the door for the regular use of opioids to treat chronic pain. He served on the American Pain Society (“APS”) / American Academy of Pain Medicine (“AAPM”) Guidelines Committees, which endorsed the use of opioids to treat chronic pain, first in 1996 and again in 2009. He was also a member of the board of the American Pain Foundation (“APF”), an advocacy organization almost entirely funded by the Manufacturer Defendants.

90. Dr. Portenoy also made frequent media appearances promoting opioids and spreading misrepresentations, such as his claim that “the likelihood that the treatment of pain using an opioid drug which is prescribed by a doctor will lead to addiction is extremely low.” He appeared on Good Morning America in 2010 to discuss the use of opioids long-term to treat chronic pain. On this widely-watched program, broadcast across the country, Dr. Portenoy claimed: “Addiction, when treating pain, is distinctly uncommon. If a person does not have a history, a personal history, of substance abuse, and does not have a history in the family of substance abuse, and does not have a very major psychiatric disorder, most doctors can feel very assured that that person is not going to become addicted.”⁴⁷

91. Dr. Portenoy later admitted that he “gave innumerable lectures in the late 1980s and ‘90s about addiction that weren’t true.” These lectures falsely claimed that fewer than 1% of patients would become addicted to opioids. According to Dr. Portenoy, because the primary goal was to “destigmatize” opioids, he and other doctors promoting them overstated their benefits and glossed over their risks. Dr. Portenoy also conceded that “[d]ata about the effectiveness of opioids

⁴⁷ Good Morning America (ABC television broadcast Aug. 30, 2010).

does not exist.”⁴⁸ Portenoy candidly stated: “Did I teach about pain management, specifically about opioid therapy, in a way that reflects misinformation? Well, . . . I guess I did.”⁴⁹

92. Another KOL, Dr. Lynn Webster, was the co-founder and Chief Medical Director of Lifetree Clinical Research, an otherwise unknown pain clinic in Salt Lake City, Utah. Dr. Webster was President of the American Academy of Pain Medicine (“AAPM”) in 2013. He is a Senior Editor of *Pain Medicine*, the same journal that published Endo special advertising supplements touting Opana ER. Dr. Webster was the author of numerous CMEs sponsored by Cephalon, Endo and Purdue. At the same time, Dr. Webster was receiving significant funding from the Manufacturer Defendants (including nearly \$2 million from Cephalon).

93. During a portion of his time as a KOL, Dr. Webster was under investigation for overprescribing by the U.S. Department of Justice’s Drug Enforcement Agency, which raided his clinic in 2010. Although the investigation was closed without charges in 2014, more than 20 of Dr. Webster’s former patients at the Lifetree Clinic have died of opioid overdoses.

94. Ironically, Dr. Webster created and promoted the Opioid Risk Tool, a five-question, one-minute screening tool relying on patient self-reports that purportedly allows doctors to manage the risk that their patients will become addicted to or abuse opioids. The claimed ability to pre-sort patients likely to become addicted is an important tool in giving doctors confidence to prescribe opioids long-term, and, for this reason, references to screening appear in various industry-supported guidelines. Versions of Dr. Webster’s Opioid Risk Tool appear on, or are linked to, websites run by Endo, Janssen and Purdue. Unaware of the flawed science and industry bias underlying this tool, certain states and public entities have incorporated the Opioid Risk Tool into

⁴⁸ Thomas Catan & Evan Perez, *A Pain-Drug Champion Has Second Thoughts*, Wall St. J., Dec. 17, 2012, <https://www.wsj.com/articles/SB10001424127887324478304578173342657044604>.

⁴⁹ *Id.*

their own guidelines, indicating, also, their reliance on the Manufacturer Defendants and those under their influence and control.

95. In 2011, Dr. Webster presented, via webinar, a program sponsored by Purdue entitled “Managing Patient’s Opioid Use: Balancing the Need and the Risk.” Dr. Webster recommended use of risk screening tools, urine testing and patient agreements as a way to prevent “overuse of prescriptions” and “overdose deaths.” This webinar was available to and was intended to reach doctors in the State and doctors treating members of Plaintiff’s Community.⁵⁰

96. Dr. Webster also was a leading proponent of the concept of “pseudoaddiction,” the notion that addictive behaviors should be seen not as warnings, but as indications of undertreated pain. In Dr. Webster’s description, the only way to differentiate the two was to increase a patient’s dose of opioids. As he and co-author Beth Dove wrote in their 2007 book *Avoiding Opioid Abuse While Managing Pain*—a book that is still available online—when faced with signs of aberrant behavior, increasing the dose “in most cases . . . should be the clinician’s first response.”⁵¹ Upon information and belief, Endo distributed this book to doctors. Years later, Dr. Webster reversed himself, acknowledging that “[pseudoaddiction] obviously became too much of an excuse to give patients more medication.”⁵²

97. The Manufacturer Defendants also entered into arrangements with seemingly unbiased and independent patient and professional organizations to promote opioids for the treatment of chronic pain. Under the direction and control of the Manufacturer Defendants, these

⁵⁰ See Emerging Solutions in Pain, *Managing Patient’s Opioid Use: Balancing the Need and the Risk*, http://www.emergingsolutionsinpain.com/ce-education/opioid-management?option=com_continued&view=frontmatter&Itemid=303&course=209 (last visited Aug. 22, 2017).

⁵¹ Lynn Webster & Beth Dove, *Avoiding Opioid Abuse While Managing Pain* (2007).

⁵² John Fauber, *Painkiller Boom Fueled by Networking*, Milwaukee Wisc. J. Sentinel, Feb. 18, 2012, <http://archive.jsonline.com/watchdog/watchdogreports/painkiller-boom-fueled-by-networking-dp3p2rn-139609053.html>.

“Front Groups” generated treatment guidelines, unbranded materials and programs that favored chronic opioid therapy. They also assisted the Manufacturer Defendants by responding to negative articles, advocating against regulatory changes that would limit opioid prescribing in accordance with the scientific evidence and conducting outreach to vulnerable patient populations targeted by the Manufacturer Defendants.

98. These Front Groups depended on the Manufacturer Defendants for funding and, in some cases, for survival. The Manufacturer Defendants also exercised control over programs and materials created by these groups by collaborating on, editing and approving their content and by funding their dissemination. In doing so, the Manufacturer Defendants made sure that the Front Groups would generate only the messages that the Manufacturer Defendants wanted to distribute. Despite this, the Front Groups held themselves out as independent and serving the needs of their members – whether patients suffering from pain or doctors treating those patients.

99. Defendants Cephalon, Endo, Janssen and Purdue, in particular, utilized many Front Groups, including many of the same ones. Several of the most prominent are described below, but there are many others, including the American Pain Society (“APS”), American Geriatrics Society (“AGS”), the Federation of State Medical Boards (“FSMB”), American Chronic Pain Association (“ACPA”), the Center for Practical Bioethics (“CPB”), the U.S. Pain Foundation (“USPF”) and the Pain & Policy Studies Group (“PPSG”).⁵³

100. The most prominent of the Manufacturer Defendants’ Front Groups was the American Pain Foundation (“APF”), which, upon information and belief, received more than \$10 million in funding from opioid manufacturers from 2007 until it closed its doors in May 2012,

⁵³ See generally, e.g., Letter from Sen. Ron Wyden, U.S. Senate Comm. on Fin., to Sec. Thomas E. Price, U.S. Dep’t of Health and Human Servs., (May 5, 2015), <https://www.finance.senate.gov/imo/media/doc/050517%20Senator%20Wyden%20to%20Secretary%20Price%20re%20FDA%20Opioid%20Prescriber%20Working%20Group.pdf>

primarily from Endo and Purdue. APF issued education guides for patients, reporters and policymakers that touted the benefits of opioids for chronic pain and trivialized their risks, particularly the risk of addiction. APF also launched a campaign to promote opioids for returning veterans, which has contributed to high rates of addiction and other adverse outcomes – including death – among returning soldiers. APF also engaged in a significant multimedia campaign – through radio, television and the internet – to educate patients about their “right” to pain treatment, namely opioids. All of the programs and materials were available nationally and were intended to reach citizens of the State and Plaintiff’s Community.

101. In 2009 and 2010, more than 80% of APF’s operating budget came from pharmaceutical industry sources. Including industry grants for specific projects, APF received about \$2.3 million from industry sources out of a total income of about \$2.85 million in 2009; its budget for 2010 projected receipts of roughly \$2.9 million from drug companies, out of total income of about \$3.5 million. By 2011, upon information and belief, APF was entirely dependent on incoming grants from defendants Purdue, Cephalon, Endo and others to avoid using its line of credit.

102. APF held itself out as an independent patient advocacy organization. It often engaged in grassroots lobbying against various legislative initiatives that might limit opioid prescribing and thus the profitability of its sponsors. Upon information and belief, it was often called upon to provide “patient representatives” for the Manufacturer Defendants’ promotional activities, including for Purdue’s Partners Against Pain and Janssen’s Let’s Talk Pain. APF functioned largely as an advocate for the interests of the Manufacturer Defendants, not patients. Indeed, upon information and belief, as early as 2001, Purdue told APF that the basis of a grant

was Purdue's desire to "strategically align its investments in nonprofit organizations that share [its] business interests."

103. Plaintiff is informed, and believes, that on several occasions, representatives of the Manufacturer Defendants, often at informal meetings at conferences, suggested activities and publications for APF to pursue. APF then submitted grant proposals seeking to fund these activities and publications, knowing that drug companies would support projects conceived as a result of these communications.

104. The U.S. Senate Finance Committee began looking into APF in May 2012 to determine the links, financial and otherwise, between the organization and the manufacturers of opioid painkillers. The investigation caused considerable damage to APF's credibility as an objective and neutral third party, and the Manufacturer Defendants stopped funding it. Within days of being targeted by Senate investigation, APF's board voted to dissolve the organization "due to irreparable economic circumstances." APF "cease[d] to exist, effective immediately."⁵⁴

105. Another front group for the Manufacturer Defendants was the American Academy of Pain Medicine ("AAPM"). With the assistance, prompting, involvement, and funding of the Manufacturer Defendants, the AAPM issued purported treatment guidelines and sponsored and hosted medical education programs essential to the Manufacturer Defendants' deceptive marketing of chronic opioid therapy.

106. AAPM received substantial funding from opioid manufacturers. For example, AAPM maintained a corporate relations council, whose members paid \$25,000 per year (on top of other funding) to participate. The benefits included allowing members to present educational

⁵⁴ Charles Ornstein & Tracy Weber, *Senate Panel Investigates Drug Companies' Ties to Pain Groups*, Wash. Post, May 8, 2012, https://www.washingtonpost.com/national/health-science/senate-panel-investigates-drug-companies-ties-to-pain-groups/2012/05/08/gIQA2X4qBU_story.html.

programs at off-site dinner symposia in connection with AAPM's marquee event – its annual meeting held in Palm Springs, California, or other resort locations. AAPM describes the annual event as an “exclusive venue” for offering education programs to doctors. Membership in the corporate relations council also allows drug company executives and marketing staff to meet with AAPM executive committee members in small settings. Defendants Endo, Purdue, and Cephalon were members of the council and presented deceptive programs to doctors who attended this annual event.

107. Upon information and belief, AAPM is viewed internally by Endo as “industry friendly,” with Endo advisors and speakers among its active members. Endo attended AAPM conferences, funded its CMEs, and distributed its publications. The conferences sponsored by AAPM heavily emphasized sessions on opioids – 37 out of roughly 40 at one conference alone. AAPM's presidents have included top industry-supported KOLs Perry Fine and Lynn Webster. Dr. Webster was even elected president of AAPM while under a DEA investigation.

108. The Manufacturer Defendants were able to influence AAPM through both their significant and regular funding and the leadership of pro-opioid KOLs within the organization.

109. In 1996, AAPM and APS jointly issued a consensus statement, “The Use of Opioids for the Treatment of Chronic Pain,” which endorsed opioids to treat chronic pain and claimed that the risk of a patients' addiction to opioids was low. Dr. Haddox, who co-authored the AAPM/APS statement, was a paid speaker for Purdue at the time. Dr. Portenoy was the sole consultant. The consensus statement remained on AAPM's website until 2011, and, upon information and belief, was taken down from AAPM's website only after a doctor complained.⁵⁵

⁵⁵ *The Use of Opioids for the Treatment of Chronic Pain: A Consensus Statement From the American Academy of Pain Medicine and the American Pain Society*, 13 *Clinical J. Pain* 6 (1997).

110. AAPM and APS issued their own guidelines in 2009 (“AAPM/APS Guidelines”) and continued to recommend the use of opioids to treat chronic pain.⁵⁶ Treatment guidelines have been relied upon by doctors, especially the general practitioners and family doctors targeted by the Manufacturer Defendants. Treatment guidelines not only directly inform doctors’ prescribing practices, but are cited throughout the scientific literature and referenced by third-party payors in determining whether they should cover treatments for specific indications. Pharmaceutical sales representatives employed by Endo, Actavis, and Purdue discussed treatment guidelines with doctors during individual sales visits.

111. At least fourteen of the 21 panel members who drafted the AAPM/APS Guidelines, including KOLs Dr. Portenoy and Dr. Perry Fine of the University of Utah, received support from Janssen, Cephalon, Endo, and Purdue. The 2009 Guidelines promote opioids as “safe and effective” for treating chronic pain, despite acknowledging limited evidence, and conclude that the risk of addiction is manageable for patients regardless of past abuse histories.⁵⁷ One panel member, Dr. Joel Saper, Clinical Professor of Neurology at Michigan State University and founder of the Michigan Headache & Neurological Institute, resigned from the panel because of his concerns that the 2009 Guidelines were influenced by contributions that drug companies, including Manufacturer Defendants, made to the sponsoring organizations and committee members. These AAPM/APS Guidelines have been a particularly effective channel of deception and have influenced not only treating physicians, but also the body of scientific evidence on opioids; the Guidelines have been cited hundreds of times in academic literature, were disseminated in the State and/or Plaintiff’s Community during the relevant time period, are still available online, and

⁵⁶ Roger Chou et al., *Clinical Guidelines for the Use of Chronic Opioid Therapy in Chronic Non-Cancer Pain*, 10 J. Pain 113 (2009).

⁵⁷ *Id.*

were reprinted in the Journal of Pain. The Manufacturer Defendants widely referenced and promoted the 2009 Guidelines without disclosing the lack of evidence to support them or the Manufacturer Defendants financial support to members of the panel.

112. The Manufacturer Defendants worked together, through Front Groups, to spread their deceptive messages about the risks and benefits of long-term opioid therapy. For example, Defendants combined their efforts through the Pain Care Forum (“PCF”), which began in 2004 as an APF project. PCF is comprised of representatives from opioid manufacturers (including Cephalon, Endo, Janssen, and Purdue) and various Front Groups, almost all of which received substantial funding from the Manufacturer Defendants. Among other projects, PCF worked to ensure that an FDA-mandated education project on opioids was not unacceptably negative and did not require mandatory participation by prescribers, which the Manufacturer Defendants determined would reduce prescribing.

C. THE MANUFACTURER DEFENDANTS’ MARKETING SCHEME MISREPRESENTED THE RISKS AND BENEFITS OF OPIOIDS.

1. The Manufacturer Defendants embarked upon a campaign of false, deceptive, and unfair assurances grossly understating and misstating the dangerous addiction risks of the opioid drugs.

113. To falsely assure physicians and patients that opioids are safe, the Manufacturer Defendants deceptively trivialized and failed to disclose the risks of long-term opioid use, particularly the risk of addiction, through a series of misrepresentations that have been conclusively debunked by the FDA and CDC. These misrepresentations – which are described below – reinforced each other and created the dangerously misleading impression that: (1) starting patients on opioids was low risk because most patients would not become addicted, and because those at greatest risk for addiction could be identified and managed; (2) patients who displayed signs of addiction probably were not addicted and, in any event, could easily be weaned from the

drugs; (3) the use of higher opioid doses, which many patients need to sustain pain relief as they develop tolerance to the drugs, do not pose special risks; and (4) abuse-deterrent opioids both prevent abuse and overdose and are inherently less addictive. The Manufacturer Defendants have not only failed to correct these misrepresentations, they continue to make them today.

114. Opioid manufacturers, including Defendants Endo Pharmaceuticals, Inc. and Purdue Pharma L.P., have entered into settlement agreements with public entities that prohibit them from making many of the misrepresentations identified in this Complaint. Yet even afterward, each Manufacturer Defendant continued to misrepresent the risks and benefits of long-term opioid use in the State and Plaintiff's Community and each continues to fail to correct its past misrepresentations.

115. Some illustrative examples of the Manufacturer Defendants' false, deceptive, and unfair claims about the purportedly low risk of addiction include:

- a. Actavis's predecessor caused a patient education brochure, *Managing Chronic Back Pain*, to be distributed beginning in 2003 that admitted that opioid addiction is possible, but falsely claimed that it is "less likely if you have never had an addiction problem." Based on Actavis's acquisition of its predecessor's marketing materials along with the rights to Kadian, it appears that Actavis continued to use this brochure in 2009 and beyond.
- b. Cephalon and Purdue sponsored APF's *Treatment Options: A Guide for People Living with Pain* (2007), which suggested that addiction is rare and limited to extreme cases of unauthorized dose escalations, obtaining duplicative opioid prescriptions from multiple sources, or theft. This publication is still available online.⁵⁸
- c. Endo sponsored a website, "PainKnowledge," which, upon information and belief, claimed in 2009 that "[p]eople who take opioids as prescribed usually do not become addicted." Upon information and belief, another Endo website, *PainAction.com*, stated "Did you know? Most chronic pain patients do not become addicted to the opioid medications that are prescribed for them." Endo also distributed an "Informed Consent" document on *PainAction.com* that misleadingly

⁵⁸ Am. Pain Found., *Treatment Options: A Guide for People Living in Pain* (2007) [hereinafter APF, *Treatment Options*], <https://assets.documentcloud.org/documents/277605/apf-treatmentoptions.pdf>.

suggested that only people who “have problems with substance abuse and addiction” are likely to become addicted to opioid medications.

- d. Upon information and belief, Endo distributed a pamphlet with the Endo logo entitled *Living with Someone with Chronic Pain*, which stated that: “Most health care providers who treat people with pain agree that most people do not develop an addiction problem.”
- e. Janssen reviewed, edited, approved, and distributed a patient education guide entitled *Finding Relief: Pain Management for Older Adults* (2009), which described as “myth” the claim that opioids are addictive, and asserted as fact that “[m]any studies show that opioids are rarely addictive when used properly for the management of chronic pain.”
- f. Janssen currently runs a website, *Prescriberesponsibly.com* (last updated July 2, 2015), which claims that concerns about opioid addiction are “overestimated.”
- g. Purdue sponsored APF’s *A Policymaker’s Guide to Understanding Pain & Its Management*, which claims that less than 1% of children prescribed opioids will become addicted and that pain is undertreated due to “[m]isconceptions about opioid addiction.”⁵⁹
- h. Consistent with the Manufacturer Defendants’ published marketing materials, upon information and belief, detailers for Purdue, Endo, Janssen, and Cephalon in the State and Plaintiff’s Community minimized or omitted any discussion with doctors of the risk of addiction; misrepresented the potential for abuse of opioids with purportedly abuse-deterrent formulations; and routinely did not correct the misrepresentations noted above.
- i. Seeking to overturn the criminal conviction of a doctor for illegally prescribing opioids, the Manufacturer Defendants’ Front Groups APF and NFP argued in an amicus brief to the United States Fourth Circuit Court of Appeals that “patients rarely become addicted to prescribed opioids,” citing research by their KOL, Dr. Portenoy.⁶⁰

116. These claims are contrary to longstanding scientific evidence. A 2016 opioid-prescription guideline issued by the CDC (the “2016 CDC Guideline”) explains that there is

⁵⁹ Am. Pain Found., *A Policymaker’s Guide to Understanding Pain & Its Management* (2011) [hereinafter APF, *Policymaker’s Guide*], <http://s3.documentcloud.org/documents/277603/apf-policymakers-guide.pdf>.

⁶⁰ Brief of the American Pain Foundation, the National Pain Foundation, and the National Foundation for the Treatment of Pain in Support of Appellant and Reversal of the Conviction, *United States v. Hurowitz*, No. 05-4474 (4th Cir. Sept. 8, 2005) [hereinafter Brief of APF] at 9.

“[e]xtensive evidence” of the “possible harms of opioids (including opioid use disorder [an alternative term for opioid addiction], [and] overdose . . .).”⁶¹ The 2016 CDC Guideline further explains that “[o]pioid pain medication use presents serious risks, including overdose and opioid use disorder” and that “continuing opioid therapy for 3 months substantially increases risk for opioid use disorder.”⁶²

117. The FDA further exposed the falsity of Defendants’ claims about the low risk of addiction when it announced changes to the labels for extended-release and long-acting (“ER/LA”) opioids in 2013 and for immediate release (“IR”) opioids in 2016. In its announcements, the FDA found that “most opioid drugs have ‘high potential for abuse’” and that opioids “are associated with a substantial risk of misuse, abuse, NOWS [neonatal opioid withdrawal syndrome], addiction, overdose, and death.” According to the FDA, because of the “known serious risks” associated with long-term opioid use, including “risks of addiction, abuse, and misuse, even at recommended doses, and because of the greater risks of overdose and death,” opioids should be used only “in patients for whom alternative treatment options” like non-opioid drugs have failed.⁶³

118. The State of New York, in a 2016 settlement agreement with Endo, found that opioid “use disorders appear to be highly prevalent in chronic pain patients treated with opioids,

⁶¹ Deborah Dowell et al., *CDC Guideline for Prescribing Opioids for Chronic Pain—United States, 2016*, Morbidity & Mortality Wkly. Rep., Mar. 18, 2016, at 15 [hereinafter 2016 CDC Guideline], <https://www.cdc.gov/mmwr/volumes/65/rr/rr6501e1.htm>.

⁶² *Id.* at 2, 25.

⁶³ Letter from Janet Woodcock, M.D., Dir., Ctr. For Drug Evaluation and Research, U.S. Food and Drug Admin., U.S. Dep’t of Health and Human Servs., to Andrew Koldny, M.D., President, Physicians for Responsible Opioid Prescribing (Sept. 10, 2013), <https://www.regulations.gov/contentStreamer?documentId=FDA-2012-P-0818-0793&attachmentNumber=1&contentType=pdf>; Letter from Janet Woodcock, M.D., Dir., Ctr. For Drug Evaluation and Research, U.S. Food and Drug Admin., U.S. Dep’t of Health and Human Servs., to Peter R. Mathers & Jennifer A. Davidson, Kleinfeld, Kaplan and Becker, LLP (Mar. 22, 2016), <https://www.regulations.gov/contentStreamer?documentId=FDA-2014-P-0205-0006&attachmentNumber=1&contentType=pdf>.

with up to 40% of chronic pain patients treated in specialty and primary care outpatient centers meeting the clinical criteria for an opioid use disorder.”⁶⁴ Endo had claimed on its www.opana.com website that “[m]ost healthcare providers who treat patients with pain agree that patients treated with prolonged opioid medicines usually do not become addicted,” but the State of New York found that Endo had no evidence for that statement. Consistent with this, Endo agreed not to “make statements that . . . opioids generally are non-addictive” or “that most patients who take opioids do not become addicted” in New York. Endo remains free, however, to make those statements in this State.

119. In addition to mischaracterizing the highly addictive nature of the drugs they were pushing, the Manufacturer Defendants also fostered a fundamental misunderstanding of the signs of addiction. Specifically, the Manufacturer Defendants misrepresented, to doctors and patients, that warning signs and/or symptoms of addiction were, instead, signs of undertreated pain (i.e. pseudoaddiction) – and instructed doctors to increase the opioid prescription dose for patients who were already in danger.

120. To this end, one of Purdue’s employees, Dr. David Haddox, invented a phenomenon called “pseudoaddiction.” KOL Dr. Portenoy popularized the term. Examples of the false, misleading, deceptive, and unfair statements regarding pseudoaddiction include:

- a. Cephalon and Purdue sponsored *Responsible Opioid Prescribing* (2007), which taught that behaviors such as “requesting drugs by name,” “demanding or manipulative behavior,” seeing more than one doctor to obtain opioids, and hoarding, are all signs of pseudoaddiction, rather than true addiction.⁶⁵ The 2012 edition, which remains available for sale online, continues to teach that pseudoaddiction is real.⁶⁶

⁶⁴ Assurance of Discontinuance, *In re Endo Health Solutions Inc. and Endo Pharm. Inc.* (Assurance No. 15-228), at 16, https://ag.ny.gov/pdfs/Endo_AOD_030116-Fully_Executed.pdf.

⁶⁵ See Scott M. Fishman, M.D., *Responsible Opioid Prescribing: A Physician’s Guide* (2007) at 62.

⁶⁶ See Scott M. Fishman, M.D., *Responsible Opioid Prescribing: A Physician’s Guide* (2d ed. 2012).

- b. Janssen sponsored, funded, and edited the Let's Talk Pain website, which in 2009 stated: "pseudoaddiction . . . refers to patient behaviors that may occur when pain is under-treated . . . Pseudoaddiction is different from true addiction because such behaviors can be resolved with effective pain management."
- c. Endo sponsored a National Initiative on Pain Control ("NIPC") CME program in 2009 entitled "Chronic Opioid Therapy: Understanding Risk While Maximizing Analgesia," which, upon information and belief, promoted pseudoaddiction by teaching that a patient's aberrant behavior was the result of untreated pain. Endo appears to have substantially controlled NIPC by funding NIPC projects; developing, specifying, and reviewing content; and distributing NIPC materials.
- d. Purdue published a pamphlet in 2011 entitled Providing Relief, Preventing Abuse, which, upon information and belief, described pseudoaddiction as a concept that "emerged in the literature" to describe the inaccurate interpretation of [drug-seeking behaviors] in patients who have pain that has not been effectively treated."
- e. Upon information and belief, Purdue sponsored a CME program titled "Path of the Patient, Managing Chronic Pain in Younger Adults at Risk for Abuse". In a role play, a chronic pain patient with a history of drug abuse tells his doctor that he is taking twice as many hydrocodone pills as directed. The narrator notes that because of pseudoaddiction, the doctor should not assume the patient is addicted even if he persistently asks for a specific drug, seems desperate, hoards medicine, or "overindulges in unapproved escalating doses." The doctor treats this patient by prescribing a high-dose, long-acting opioid.

121. In the 2016 CDC Guideline, the CDC implicitly rejected the validity of the pseudoaddiction fallacy.⁶⁷

122. In addition to misstating the addiction risk and inventing the pseudoaddiction falsehood, a third category of false, deceptive, and unfair practice is the Manufacturer Defendants' false instructions that addiction risk screening tools, patient contracts, urine drug screens, and similar strategies allow them to reliably identify and safely prescribe opioids to patients predisposed to addiction. These misrepresentations were especially insidious because the Manufacturer Defendants aimed them at general practitioners and family doctors who lack the time and expertise to closely manage higher-risk patients on opioids. The Manufacturer

⁶⁷ *Supra* note 61.

Defendants' misrepresentations made these doctors feel more comfortable prescribing opioids to their patients, and patients more comfortable starting on opioid therapy for chronic pain.

Illustrative examples include:

- a. Endo paid for a 2007 supplement in the *Journal of Family Practice* written by a doctor who became a member of Endo's speakers bureau in 2010. The supplement, entitled *Pain Management Dilemmas in Primary Care: Use of Opioids*, emphasized the effectiveness of screening tools, claiming that patients at high risk of addiction could safely receive chronic opioid therapy using a "maximally structured approach" involving toxicology screens and pill counts.
- b. Purdue, upon information and belief, sponsored a 2011 webinar, *Managing Patient's Opioid Use: Balancing the Need and Risk*, which claimed that screening tools, urine tests, and patient agreements prevent "overuse of prescriptions" and "overdose deaths."
- c. As recently as 2015, upon information and belief, Purdue has represented in scientific conferences that "bad apple" patients – and not opioids – are the source of the addiction crisis and that once those "bad apples" are identified, doctors can safely prescribe opioids without causing addiction.

123. The 2016 CDC Guideline confirms the falsity of these claims. The Guideline explains that there are no studies assessing the effectiveness of risk mitigation strategies "for improving outcomes related to overdose, addiction, abuse or misuse."⁶⁸

124. A fourth category of deceptive messaging regarding dangerous opioids is the Manufacturer Defendants' false assurances regarding the alleged ease of eliminating opioid dependence. The Manufacturer Defendants falsely claimed that opioid dependence can easily be addressed by tapering and that opioid withdrawal is not a problem, but they failed to disclose the increased difficulty of stopping opioids after long-term use. In truth, the 2016 CDC Guideline explains that the symptoms of opioid withdrawal include abdominal pain, vomiting, diarrhea,

⁶⁸ *Id.* at 11.

sweating, tremor, tachycardia, drug cravings, anxiety, insomnia, spontaneous abortion and premature labor in pregnant women.⁶⁹

125. The Manufacturer Defendants nonetheless downplayed the severity of opioid detoxification. For example, upon information and belief, a CME sponsored by Endo, entitled *Persistent Pain in the Older Adult*, claimed that withdrawal symptoms can be avoided by tapering a patient's opioid dose by 10%-20% for 10 days. And Purdue sponsored APF's *A Policymaker's Guide to Understanding Pain & Its Management*, which claimed that "[s]ymptoms of physical dependence can often be ameliorated by gradually decreasing the dose of medication during discontinuation" without mentioning any hardships that might occur.⁷⁰

126. A fifth category of false, deceptive, and unfair statements the Manufacturer Defendants made to sell more drugs is that opioid dosages could be increased indefinitely without added risk. The ability to escalate dosages was critical to Defendants' efforts to market opioids for long-term use to treat chronic pain because, absent this misrepresentation, doctors would have abandoned treatment when patients built up tolerance and lower dosages did not provide pain relief. The Manufacturer Defendants' deceptive claims include:

a. Upon information and belief, Actavis's predecessor created a patient brochure for Kadian in 2007 that stated, "Over time, your body may become tolerant of your current dose. You may require a dose adjustment to get the right amount of pain relief. This is not addiction." Based on Actavis's acquisition of its predecessor's marketing materials along with the rights to Kadian, Actavis appears to have continued to use these materials in 2009 and beyond.

b. Cephalon and Purdue sponsored APF's *Treatment Options: A Guide for People Living with Pain* (2007), which claims that some patients "need" a larger dose of an opioid, regardless of the dose currently prescribed. The guide stated that opioids have

⁶⁹ *Id.* at 26.

⁷⁰ APF, *Policymaker's Guide*, *supra* note 59, at 32.

“no ceiling dose” and insinuated that they are therefore the most appropriate treatment for severe pain.⁷¹ This publication is still available online.

c. Endo sponsored a website, “PainKnowledge,” which, upon information and belief, claimed in 2009 that opioid dosages may be increased until “you are on the right dose of medication for your pain.”

d. Endo distributed a pamphlet edited by a KOL entitled *Understanding Your Pain: Taking Oral Opioid Analgesics* (2004 Endo Pharmaceuticals PM-0120). In Q&A format, it asked “If I take the opioid now, will it work later when I really need it?” The response is, “The dose can be increased. . . . You won’t ‘run out’ of pain relief.”⁷²

e. Janssen sponsored a patient education guide entitled *Finding Relief: Pain Management for Older Adults* (2009), which was distributed by its sales force. This guide listed dosage limitations as “disadvantages” of other pain medicines but omitted any discussion of risks of increased opioid dosages.

f. Upon information and belief, Purdue’s In the Face of Pain website promoted the notion that if a patient’s doctor does not prescribe what, in the patient’s view, is a sufficient dosage of opioids, he or she should find another doctor who will.

g. Purdue sponsored APF’s *A Policymaker’s Guide to Understanding Pain & Its Management*, which taught that dosage escalations are “sometimes necessary,” and that “the need for higher doses of medication is not necessarily indicative of addiction,” but inaccurately downplayed the risks from high opioid dosages.⁷³

h. In 2007, Purdue sponsored a CME entitled “Overview of Management Options” that was available for CME credit and available until at least 2012. The CME was edited by a KOL and taught that NSAIDs and other drugs, but not opioids, are unsafe at high dosages.

i. Purdue presented a 2015 paper at the College on the Problems of Drug Dependence, “the oldest and largest organization in the US dedicated to advancing a scientific approach to substance use and addictive disorders,” challenging the correlation between opioid dosage and overdose.⁷⁴

⁷¹ APF, *Treatment Options*, *supra* note 58, at 12.

⁷² Margo McCaffery & Chris Pasero, Endo Pharm., *Understanding Your Pain: Taking Oral Opioid Analgesics* (Russell K Portenoy, M.D., ed., 2004).

⁷³ APF, *Policymaker’s Guide*, *supra* note 59, at 32.

⁷⁴ The College on Problems of Drug Dependence, *About the College*, <http://cpdd.org> (last visited Aug. 21, 2017).

j. Seeking to overturn the criminal conviction of a doctor for illegally prescribing opioids, the Manufacturer Defendants' Front Groups APF and NFP argued in an *amicus* brief to the United States Fourth Circuit Court of Appeals that "there is no 'ceiling dose'" for opioids.⁷⁵

127. Once again, the 2016 CDC Guideline reveals that the Manufacturer Defendants' representations regarding opioids were lacking in scientific evidence. The 2016 CDC Guideline clarifies that the "[b]enefits of high-dose opioids for chronic pain are not established" while the "risks for serious harms related to opioid therapy increase at higher opioid dosage."⁷⁶ More specifically, the CDC explains that "there is now an established body of scientific evidence showing that overdose risk is increased at higher opioid dosages."⁷⁷ The CDC also states that there is an increased risk "for opioid use disorder, respiratory depression, and death at higher dosages."⁷⁸ That is why the CDC advises doctors to "avoid increasing dosage" to above 90 morphine milligram equivalents per day.⁷⁹

128. Defendants' deceptive marketing of the so-called abuse-deterrent properties of some of their opioids has created false impressions that these opioids can cure addiction and abuse.

129. The Manufacturer Defendants made misleading claims about the ability of their so-called abuse-deterrent opioid formulations to deter abuse. For example, Endo's advertisements for the 2012 reformulation of Opana ER claimed that it was designed to be crush resistant, in a way that suggested it was more difficult to abuse. This claim was false. The FDA warned in a 2013 letter that Opana ER Extended-Release Tablets' "extended-release features can be compromised,

⁷⁵ Brief of APF, *supra* note 60, at 9.

⁷⁶ 2016 CDC Guideline, *supra* note 61, at 22–23.

⁷⁷ *Id.* at 23–24.

⁷⁸ *Id.* at 21.

⁷⁹ *Id.* at 16.

causing the medication to ‘dose dump,’ when subject to . . . forms of manipulation such as cutting, grinding, or chewing, followed by swallowing.”⁸⁰ Also troubling, Opana ER can be prepared for snorting using commonly available methods and “readily prepared for injection.”⁸¹ The letter discussed “the troubling possibility that a higher (and rising) percentage of [Opana ER Extended-Release Tablet] abuse is occurring via injection.”⁸² Endo’s own studies, which it failed to disclose, showed that Opana ER could still be ground and chewed. In June 2017, the FDA requested that Opana ER be removed from the market.

2. The Manufacturer Defendants embarked upon a campaign of false, deceptive, and unfair assurances grossly overstating the benefits of the opioid drugs.

130. To convince doctors and patients that opioids should be used to treat chronic pain, the Manufacturer Defendants also had to persuade them that there was a significant upside to long-term opioid use. But as the CDC Guideline makes clear, “[n]o evidence shows a long-term benefit of opioids in pain and function versus no opioids for chronic pain with outcomes examined at least 1 year later (with most placebo-controlled randomized trials \leq 6 weeks in duration)” and that other treatments were more or equally beneficial and less harmful than long-term opioid use.⁸³ The FDA, too, has recognized the lack of evidence to support long-term opioid use. Despite this, Defendants falsely and misleadingly touted the benefits of long-term opioid use and falsely and misleadingly suggested that these benefits were supported by scientific evidence.

131. Some illustrative examples of the Manufacturer Defendants’ false claims are:

⁸⁰ Letter from Janet Woodcock, M.D., Dir., Ctr. For Drug Evaluation and Research, U.S. Food and Drug Admin., U.S. Dep’t of Health and Human Servs., to Robert Barto, Vice President, Reg. Affairs, Endo Pharm. Inc. (May 10, 2013), at 5.

⁸¹ *Id.* at 6.

⁸² *Id.* at 6 n.21.

⁸³ *Id.* at 15.

- a. Upon information and belief, Actavis distributed an advertisement claiming that the use of Kadian to treat chronic pain would allow patients to return to work, relieve “stress on your body and your mental health,” and help patients enjoy their lives.
- b. Endo distributed advertisements that claimed that the use of Opana ER for chronic pain would allow patients to perform demanding tasks like construction work or work as a chef and portrayed seemingly healthy, unimpaired subjects.
- c. Janssen sponsored and edited a patient education guide entitled Finding Relief: Pain Management for Older Adults (2009) – which states as “a fact” that “opioids may make it easier for people to live normally.” The guide lists expected functional improvements from opioid use, including sleeping through the night, returning to work, recreation, sex, walking, and climbing stairs.
- d. Janssen promoted Ultracet for everyday chronic pain and distributed posters, for display in doctors’ offices, of presumed patients in active professions; the caption read, “Pain doesn’t fit into their schedules.”
- e. Upon information and belief, Purdue ran a series of advertisements for OxyContin in 2012 in medical journals entitled “Pain vignettes,” which were case studies featuring patients with pain conditions persisting over several months and recommending OxyContin for them. The ads implied that OxyContin improves patients’ function.
- f. Responsible Opioid Prescribing (2007), sponsored and distributed by Cephalon, Endo and Purdue, taught that relief of pain by opioids, by itself, improved patients’ function.
- g. Cephalon and Purdue sponsored APF’s Treatment Options: A Guide for People Living with Pain (2007), which counseled patients that opioids “give [pain patients] a quality of life we deserve.” This publication is still available online.
- h. Endo’s NIPC website “PainKnowledge” claimed in 2009, upon information and belief, that with opioids, “your level of function should improve; you may find you are now able to participate in activities of daily living, such as work and hobbies, that you were not able to enjoy when your pain was worse.” Elsewhere, the website touted improved quality of life (as well as “improved function”) as benefits of opioid therapy. The grant request that Endo approved for this project specifically indicated NIPC’s intent to make misleading claims about function, and Endo closely tracked visits to the site.
- i. Endo was the sole sponsor, through NIPC, of a series of CMEs entitled “Persistent Pain in the Older Patient.”⁸⁴ Upon information and belief, a CME disseminated via

⁸⁴ See e.g., NIPC, *Persistent Pain and the Older Patient* (2007), https://www.painedu.org/Downloads/NIPC/Activities/B173_Providence_RI_%20Invite.pdf.

webcast claimed that chronic opioid therapy has been “shown to reduce pain and improve depressive symptoms and cognitive functioning.”

- j. Janssen sponsored and funded a multimedia patient education campaign called “Let’s Talk Pain.” One feature of the campaign was to complain that patients were under-treated. In 2009, upon information and belief, a Janssen-sponsored website, part of the “Let’s Talk Pain” campaign, featured an interview edited by Janssen claiming that opioids allowed a patient to “continue to function.”
- k. Purdue sponsored the development and distribution of APF’s A Policymaker’s Guide to Understanding Pain & Its Management, which claimed that “[m]ultiple clinical studies” have shown that opioids are effective in improving “[d]aily function,” “[p]sychological health,” and “[o]verall health-related quality of life for chronic pain.”⁸⁵ The Policymaker’s Guide was originally published in 2011.
- l. Purdue’s, Cephalon’s, Endo’s, and Janssen’s sales representatives have conveyed and continue to convey the message that opioids will improve patient function.

132. As the FDA and other agencies have made clear for years, these claims have no support in the scientific literature.

133. In 2010, the FDA warned Actavis, in response to its advertising of Kadian described above, that “we are not aware of substantial evidence or substantial clinical experience demonstrating that the magnitude of the effect of the drug [Kadian] has in alleviating pain, taken together with any drug-related side effects patients may experience . . . results in any overall positive impact on a patient’s work, physical and mental functioning, daily activities, or enjoyment of life.”⁸⁶ And in 2008, upon information and belief, the FDA sent a warning letter to an opioid manufacturer, making it clear “that [the claim that] patients who are treated with the drug experience an improvement in their overall function, social function, and ability to perform daily activities . . . has not been demonstrated by substantial evidence or substantial clinical experience.”

⁸⁵ APF, *Policymaker’s Guide*, *supra* note 59, at 29.

⁸⁶ Letter from Thomas Abrams to Doug Boothe, *supra* note 46.

134. The Manufacturer Defendants also falsely and misleadingly emphasized or exaggerated the risks of competing medications like NSAIDs, so that doctors and patients would look to opioids first for the treatment of chronic pain. Once again, these misrepresentations by the Manufacturer Defendants contravene pronouncements by and guidance from the FDA and CDC based on the scientific evidence. Indeed, the FDA changed the labels for ER/LA opioids in 2013 and IR opioids in 2016 to state that opioids should only be used as a last resort “in patients for which alternative treatment options” like non-opioid drugs “are inadequate.” And the 2016 CDC Guideline states that NSAIDs, not opioids, should be the first-line treatment for chronic pain, particularly arthritis and lower back pain.⁸⁷ Purdue misleadingly promoted OxyContin as being unique among opioids in providing 12 continuous hours of pain relief with one dose. In fact, OxyContin does not last for 12 hours – a fact that Purdue has known at all times relevant to this action. Upon information and belief, Purdue’s own research shows that OxyContin wears off in under six hours in one quarter of patients and in under 10 hours in more than half. This is because OxyContin tablets release approximately 40% of their active medicine immediately, after which release tapers. This triggers a powerful initial response, but provides little or no pain relief at the end of the dosing period, when less medicine is released. This phenomenon is known as “end of dose” failure, and the FDA found in 2008 that a “substantial proportion” of chronic pain patients taking OxyContin experience it. This not only renders Purdue’s promise of 12 hours of relief false and deceptive, it also makes OxyContin more dangerous because the declining pain relief patients experience toward the end of each dosing period drives them to take more OxyContin before the next dosing period begins, quickly increasing the amount of drug they are taking and spurring growing dependence.

⁸⁷ 2016 CDC Guideline, *supra* note 61, at 12.

135. Purdue’s competitors were aware of this problem. For example, upon information and belief, Endo ran advertisements for Opana ER referring to “real” 12-hour dosing. Nevertheless, Purdue falsely promoted OxyContin as if it were effective for a full 12 hours. Upon information and belief, Purdue’s sales representatives continue to tell doctors that OxyContin lasts a full 12 hours.

136. Front Groups supported by Purdue likewise echoed these representations. For example, in an amicus brief submitted to the Supreme Court of Ohio by the American Pain Foundation, the National Foundation for the Treatment of Pain and the Ohio Pain Initiative in support of Purdue, those amici represented:

OxyContin is particularly useful for sustained long-term pain because it comes in higher, compact pills with a slow release coating. OxyContin pills can work for 12 hours. This makes it easier for patients to comply with dosing requirements without experiencing a roller-coaster of pain relief followed quickly by pain renewal that can occur with shorter acting medications. It also helps the patient sleep through the night, which is often impossible with short-acting medications. For many of those serviced by Pain Care Amici, OxyContin has been a miracle medication.⁸⁸

137. Cephalon deceptively marketed its opioids Actiq and Fentora for chronic pain even though the FDA has expressly limited their use to the treatment of cancer pain in opioid tolerant individuals. Both Actiq and Fentora are extremely powerful fentanyl-based IR opioids. Neither is approved for or has been shown to be safe or effective for chronic pain. Indeed, the FDA expressly prohibited Cephalon from marketing Actiq for anything but cancer pain, and refused to approve Fentora for the treatment of chronic pain because of the potential harm, including the high risk of “serious and life-threatening adverse events” and abuse – which are greatest in non-cancer patients. The FDA also issued a Public Health Advisory in 2007 emphasizing that Fentora should only be

⁸⁸ Reply Brief of Amicus Curiae of the American Pain Foundation, The National Foundation for the Treatment of Pain and the Ohio Pain Initiative Supporting Appellants, *Howland v. Purdue Pharma L.P.*, No. 2003-1538 (Ohio Apr. 13, 2004), 2004 WL 1637768, at *4 (footnote omitted).

used for cancer patients who are opioid-tolerant and should not be used for any other conditions, such as migraines, post-operative pain, or pain due to injury.⁸⁹ Specifically, the FDA advised that Fentora “is only approved for breakthrough cancer pain in patients who are *opioid-tolerant*, meaning those patients who take a regular, daily, around-the-clock narcotic pain medication.”⁹⁰

138. Despite this, Cephalon conducted and continues to conduct a well-funded campaign to promote Actiq and Fentora for chronic pain and other non-cancer conditions for which it was not approved, appropriate, and for which it is not safe. As part of this campaign, Cephalon used CMEs, speaker programs, KOLs, journal supplements, and detailing by its sales representatives to give doctors the false impression that Actiq and Fentora are safe and effective for treating non-cancer pain. For example:

- a. Cephalon paid to have a CME it sponsored, Opioid-Based Management of Persistent and Breakthrough Pain, published in a supplement of Pain Medicine News in 2009. The CME instructed doctors that “[c]linically, broad classification of pain syndromes as either cancer- or non-cancer-related has limited utility” and recommended Actiq and Fentora for patients with chronic pain.
- b. Upon information and belief, Cephalon’s sales representatives set up hundreds of speaker programs for doctors, including many non-oncologists, which promoted Actiq and Fentora for the treatment of non-cancer pain.
- c. In December 2011, Cephalon widely disseminated a journal supplement entitled “Special Report: An Integrated Risk Evaluation and Mitigation Strategy for Fentanyl Buccal Tablet (FENTORA) and Oral Transmucosal Fentanyl Citrate (ACTIQ)” to Anesthesiology News, Clinical Oncology News, and Pain Medicine News – three publications that are sent to thousands of anesthesiologists and other medical professionals. The Special Report openly promotes Fentora for “multiple causes of pain” – and not just cancer pain.

⁸⁹ See U.S. Food & Drug Admin., *Public Health Advisory: Important Information for the Safe Use of Fentora (fentanyl buccal tablets)* (Sept. 26, 2007), <https://www.fda.gov/Drugs/DrugSafety/PostmarketDrugSafetyInformationforPatientsandProviders/ucm051273.htm>.

⁹⁰ *Id.*

139. Cephalon's deceptive marketing gave doctors and patients the false impression that Actiq and Fentora were not only safe and effective for treating chronic pain, but were also approved by the FDA for such uses.

140. Purdue also unlawfully and unfairly failed to report or address illicit and unlawful prescribing of its drugs, despite knowing about it for years. Purdue's sales representatives have maintained a database since 2002 of doctors suspected of inappropriately prescribing its drugs. Rather than report these doctors to state medical boards or law enforcement authorities (as Purdue is legally obligated to do) or cease marketing to them, Purdue used the list to demonstrate the high rate of diversion of OxyContin – the same OxyContin that Purdue had promoted as less addictive – in order to persuade the FDA to bar the manufacture and sale of generic copies of the drug because the drug was too likely to be abused. In an interview with the Los Angeles Times, Purdue's senior compliance officer acknowledged that in five years of investigating suspicious pharmacies, Purdue failed to take action – even where Purdue employees personally witnessed the diversion of its drugs. The same was true of prescribers; despite its knowledge of illegal prescribing, Purdue did not report that a Los Angeles clinic prescribed more than 1.1 million OxyContin tablets and that Purdue's district manager described it internally as “an organized drug ring” until years after law enforcement shut it down. In doing so, Purdue protected its own profits at the expense of public health and safety.⁹¹

141. Like Purdue, Endo has been cited for its failure to set up an effective system for identifying and reporting suspicious prescribing. In its settlement agreement with Endo, the State of New York found that Endo failed to require sales representatives to report signs of abuse,

⁹¹ Harriet Ryan et al., *More Than 1 Million Oxycontin Pills Ended Up in the Hands of Criminals and Addicts. What the Drugmaker Knew*, L.A. Times, July 10, 2016, <http://www.latimes.com/projects/la-me-oxycontin-part2/>.

diversion, and inappropriate prescribing; paid bonuses to sales representatives for detailing prescribers who were subsequently arrested or convicted for illegal prescribing; and failed to prevent sales representatives from visiting prescribers whose suspicious conduct had caused them to be placed on a no-call list.

3. The Manufacturer Defendants Targeted Susceptible Prescribers and Vulnerable Patient Populations.

142. As a part of their deceptive marketing scheme, the Manufacturer Defendants identified and targeted susceptible prescribers and vulnerable patient populations in the U.S., including this State and Plaintiff's Community. For example, the Manufacturer Defendants focused their deceptive marketing on primary care doctors, who were more likely to treat chronic pain patients and prescribe them drugs, but were less likely to be educated about treating pain and the risks and benefits of opioids and therefore more likely to accept the Manufacturer Defendants' misrepresentations.

143. The Manufacturer Defendants also targeted vulnerable patient populations like the elderly and veterans, who tend to suffer from chronic pain. The Manufacturer Defendants targeted these vulnerable patients even though the risks of long-term opioid use were significantly greater for them. For example, the 2016 CDC Guideline observes that existing evidence confirms that elderly patients taking opioids suffer from elevated fall and fracture risks, reduced renal function and medication clearance, and a smaller window between safe and unsafe dosages.⁹² The 2016 CDC Guideline concludes that there must be "additional caution and increased monitoring" to minimize the risks of opioid use in elderly patients. *Id.* at 27. The same is true for veterans, who

⁹² 2016 CDC Guideline, *supra* note 61, at 13.

are more likely to use anti-anxiety drugs (benzodiazepines) for post-traumatic stress disorder, which interact dangerously with opioids.

4. The Manufacturer Defendants made Materially Deceptive Statements and Concealed Materials Facts.

144. As alleged herein, the Manufacturer Defendants made and/or disseminated deceptive statements regarding material facts and further concealed material facts, in the course of manufacturing, marketing, and selling prescription opioids. The Manufacturer Defendants' actions were intentional and/or unlawful. Such statements include, but are not limited to, those set out below and alleged throughout this Complaint.

145. Defendant Purdue made and/or disseminated deceptive statements, and concealed material facts in such a way to make their statements deceptive, including, but not limited to, the following:

- a. Creating, sponsoring, and assisting in the distribution of patient education materials distributed to consumers that contained deceptive statements;
- b. Creating and disseminating advertisements that contained deceptive statements concerning the ability of opioids to improve function long-term and concerning the evidence supporting the efficacy of opioids long-term for the treatment of chronic non-cancer pain;
- c. Disseminating misleading statements concealing the true risk of addiction and promoting the deceptive concept of pseudoaddiction through Purdue's own unbranded publications and on internet sites Purdue operated that were marketed to and accessible by consumers;
- d. Distributing brochures to doctors, patients, and law enforcement officials that included deceptive statements concerning the indicators of possible opioid abuse;
- e. Sponsoring, directly distributing, and assisting in the distribution of publications that promoted the deceptive concept of pseudoaddiction, even for high-risk patients;
- f. Endorsing, directly distributing, and assisting in the distribution of publications that presented an unbalanced treatment of the long-term and dose-dependent risks of opioids versus NSAIDs;

- g. Providing significant financial support to pro-opioid KOL doctors who made deceptive statements concerning the use of opioids to treat chronic non-cancer pain;
- h. Providing needed financial support to pro-opioid pain organizations that made deceptive statements, including in patient education materials, concerning the use of opioids to treat chronic non-cancer pain;
- i. Assisting in the distribution of guidelines that contained deceptive statements concerning the use of opioids to treat chronic non-cancer pain and misrepresented the risks of opioid addiction;
- j. Endorsing and assisting in the distribution of CMEs containing deceptive statements concerning the use of opioids to treat chronic non-cancer pain;
- k. Developing and disseminating scientific studies that misleadingly concluded opioids are safe and effective for the long-term treatment of chronic non-cancer pain and that opioids improve quality of life, while concealing contrary data;
- l. Assisting in the dissemination of literature written by pro-opioid KOLs that contained deceptive statements concerning the use of opioids to treat chronic non-cancer pain;
- m. Creating, endorsing, and supporting the distribution of patient and prescriber education materials that misrepresented the data regarding the safety and efficacy of opioids for the long-term treatment of chronic non-cancer pain, including known rates of abuse and addiction and the lack of validation for long-term efficacy;
- n. Targeting veterans by sponsoring and disseminating patient education marketing materials that contained deceptive statements concerning the use of opioids to treat chronic non-cancer pain;
- o. Targeting the elderly by assisting in the distribution of guidelines that contained deceptive statements concerning the use of opioids to treat chronic non-cancer pain and misrepresented the risks of opioid addiction in this population;
- p. Exclusively disseminating misleading statements in education materials to hospital doctors and staff while purportedly educating them on new pain standards;
- q. Making deceptive statements concerning the use of opioids to treat chronic non-cancer pain to prescribers through in-person detailing; and
- r. Withholding from law enforcement the names of prescribers Purdue believed to be facilitating the diversion of its opioid, while simultaneously marketing opioids to these doctors by disseminating patient and prescriber education materials and advertisements and CMEs they knew would reach these same prescribers.

146. Defendant Endo made and/or disseminated deceptive statements, and concealed material facts in such a way to make their statements deceptive, including, but not limited to, the following:

- a. Creating, sponsoring, and assisting in the distribution of patient education materials that contained deceptive statements;
- b. Creating and disseminating advertisements that contained deceptive statements concerning the ability of opioids to improve function long-term and concerning the evidence supporting the efficacy of opioids long-term for the treatment of chronic non-cancer pain;
- c. Creating and disseminating paid advertisement supplements in academic journals promoting chronic opioid therapy as safe and effective for long term use for high risk patients;
- d. Creating and disseminating advertisements that falsely and inaccurately conveyed the impression that Endo's opioids would provide a reduction in oral, intranasal, or intravenous abuse;
- e. Disseminating misleading statements concealing the true risk of addiction and promoting the misleading concept of pseudoaddiction through Endo's own unbranded publications and on internet sites Endo sponsored or operated;
- f. Endorsing, directly distributing, and assisting in the distribution of publications that presented an unbalanced treatment of the long-term and dose-dependent risks of opioids versus NSAIDs;
- g. Providing significant financial support to pro-opioid KOLs, who made deceptive statements concerning the use of opioids to treat chronic non-cancer pain;
- h. Providing needed financial support to pro-opioid pain organizations – including over \$5 million to the organization responsible for many of the most egregious misrepresentations – that made deceptive statements, including in patient education materials, concerning the use of opioids to treat chronic non-cancer pain;
- i. Targeting the elderly by assisting in the distribution of guidelines that contained deceptive statements concerning the use of opioids to treat chronic non-cancer pain and misrepresented the risks of opioid addiction in this population;
- j. Endorsing and assisting in the distribution of CMEs containing deceptive statements concerning the use of opioids to treat chronic non-cancer pain;
- k. Developing and disseminating scientific studies that deceptively concluded opioids are safe and effective for the long-term treatment of chronic non-cancer pain and that opioids improve quality of life, while concealing contrary data;

- l. Directly distributing and assisting in the dissemination of literature written by pro-opioid KOLs that contained deceptive statements concerning the use of opioids to treat chronic non-cancer pain, including the concept of pseudoaddiction;
 - m. Creating, endorsing, and supporting the distribution of patient and prescriber education materials that misrepresented the data regarding the safety and efficacy of opioids for the long-term treatment of chronic non-cancer pain, including known rates of abuse and addiction and the lack of validation for long-term efficacy; and
 - n. Making deceptive statements concerning the use of opioids to treat chronic non-cancer pain to prescribers through in-person detailing.
147. Defendant Janssen made and/or disseminated deceptive statements, and concealed material facts in such a way to make their statements deceptive, including, but not limited to, the following:
- a. Creating, sponsoring, and assisting in the distribution of patient education materials that contained deceptive statements;
 - b. Directly disseminating deceptive statements through internet sites over which Janssen exercised final editorial control and approval stating that opioids are safe and effective for the long-term treatment of chronic non-cancer pain and that opioids improve quality of life, while concealing contrary data;
 - c. Disseminating deceptive statements concealing the true risk of addiction and promoting the deceptive concept of pseudoaddiction through internet sites over which Janssen exercised final editorial control and approval;
 - d. Promoting opioids for the treatment of conditions for which Janssen knew, due to the scientific studies it conducted, that opioids were not efficacious and concealing this information;
 - e. Sponsoring, directly distributing, and assisting in the dissemination of patient education publications over which Janssen exercised final editorial control and approval, which presented an unbalanced treatment of the long-term and dose dependent risks of opioids versus NSAIDs;
 - f. Providing significant financial support to pro-opioid KOLs, who made deceptive statements concerning the use of opioids to treat chronic non-cancer pain;
 - g. Providing necessary financial support to pro-opioid pain organizations that made deceptive statements, including in patient education materials, concerning the use of opioids to treat chronic non-cancer pain;

- h. Targeting the elderly by assisting in the distribution of guidelines that contained deceptive statements concerning the use of opioids to treat chronic non-cancer pain and misrepresented the risks of opioid addiction in this population;
 - i. Targeting the elderly by sponsoring, directly distributing, and assisting in the dissemination of patient education publications targeting this population that contained deceptive statements about the risks of addiction and the adverse effects of opioids, and made false statements that opioids are safe and effective for the long-term treatment of chronic non-cancer pain and improve quality of life, while concealing contrary data;
 - j. Endorsing and assisting in the distribution of CMEs containing deceptive statements concerning the use of opioids to treat chronic non-cancer pain;
 - k. Directly distributing and assisting in the dissemination of literature written by pro-opioid KOLs that contained deceptive statements concerning the use of opioids to treat chronic non-cancer pain, including the concept of pseudoaddiction;
 - l. Creating, endorsing, and supporting the distribution of patient and prescriber education materials that misrepresented the data regarding the safety and efficacy of opioids for the long-term treatment of chronic non-cancer pain, including known rates of abuse and addiction and the lack of validation for long-term efficacy;
 - m. Targeting veterans by sponsoring and disseminating patient education marketing materials that contained deceptive statements concerning the use of opioids to treat chronic non-cancer pain; and
 - n. Making deceptive statements concerning the use of opioids to treat chronic non-cancer pain to prescribers through in-person detailing.
148. Defendant Cephalon made and/or disseminated untrue, false and deceptive statements, and concealed material facts in such a way to make their statements deceptive, including, but not limited to, the following:
- a. Creating, sponsoring, and assisting in the distribution of patient education materials that contained deceptive statements;
 - b. Sponsoring and assisting in the distribution of publications that promoted the deceptive concept of pseudoaddiction, even for high-risk patients;
 - c. Providing significant financial support to pro-opioid KOL doctors who made deceptive statements concerning the use of opioids to treat chronic non-cancer pain and breakthrough chronic non-cancer pain;

- d. Developing and disseminating scientific studies that deceptively concluded opioids are safe and effective for the long-term treatment of chronic non-cancer pain in conjunction with Cephalon's potent rapid-onset opioids;
 - e. Providing needed financial support to pro-opioid pain organizations that made deceptive statements, including in patient education materials, concerning the use of opioids to treat chronic non-cancer pain;
 - f. Endorsing and assisting in the distribution of CMEs containing deceptive statements concerning the use of opioids to treat chronic non-cancer pain;
 - g. Endorsing and assisting in the distribution of CMEs containing deceptive statements concerning the use of Cephalon's rapid-onset opioids;
 - h. Directing its marketing of Cephalon's rapid-onset opioids to a wide range of doctors, including general practitioners, neurologists, sports medicine specialists, and workers' compensation programs, serving chronic pain patients;
 - i. Making deceptive statements concerning the use of Cephalon's opioids to treat chronic non-cancer pain to prescribers through in-person detailing and speakers' bureau events, when such uses are unapproved and unsafe; and
 - j. Making deceptive statements concerning the use of opioids to treat chronic non-cancer pain to prescribers through in-person detailing and speakers' bureau events.
149. Defendant Actavis made and/or disseminated deceptive statements, and concealed material facts in such a way to make their statements deceptive, including, but not limited to, the following:
- a. Making deceptive statements concerning the use of opioids to treat chronic non-cancer pain to prescribers through in-person detailing;
 - b. Creating and disseminating advertisements that contained deceptive statements that opioids are safe and effective for the long-term treatment of chronic non-cancer pain and that opioids improve quality of life;
 - c. Creating and disseminating advertisements that concealed the risk of addiction in the long-term treatment of chronic, non-cancer pain; and
 - d. Developing and disseminating scientific studies that deceptively concluded opioids are safe and effective for the long-term treatment of chronic non-cancer pain and that opioids improve quality of life while concealing contrary data.

5. The Manufacturer Defendants Fraudulently Concealed Their Misconduct.

150. The Manufacturer Defendants, both individually and collectively, made, promoted, and profited from their misrepresentations about the risks and benefits of opioids for chronic pain even though they knew that their misrepresentations were false and deceptive. The history of opioids, as well as research and clinical experience establish that opioids are highly addictive and are responsible for a long list of very serious adverse outcomes. The FDA warned Defendants of this, and Defendants had access to scientific studies, detailed prescription data, and reports of adverse events, including reports of addiction, hospitalization, and death – all of which clearly described the harm from long-term opioid use and that patients were suffering from addiction, overdose, and death in alarming numbers. More recently, the FDA and CDC have issued pronouncements, based on medical evidence, that conclusively expose the falsity of Defendants' misrepresentations, and Endo and Purdue have recently entered agreements in New York prohibiting them from making some of the same misrepresentations described in this Complaint.

151. At all times relevant to this Complaint, the Manufacturer Defendants took steps to avoid detection of and to fraudulently conceal their deceptive marketing and unlawful, unfair, and fraudulent conduct. For example, the Manufacturer Defendants disguised their role in the deceptive marketing of chronic opioid therapy by funding and working through third parties like Front Groups and KOLs. The Manufacturer Defendants purposefully hid behind the assumed credibility of these individuals and organizations and relied on them to vouch for the accuracy and integrity of the Manufacturer Defendants' false and deceptive statements about the risks and benefits of long-term opioid use for chronic pain. Defendants also never disclosed their role in shaping, editing, and approving the content of information and materials disseminated by these third parties. The Manufacturer Defendants exerted considerable influence on these promotional and “educational” materials in emails, correspondence, and meetings with KOLs, Front Groups,

and public relations companies that were not, and have not yet become, public. For example, PainKnowledge.org, which is run by the NIPC, did not disclose Endo's involvement. Other Manufacturer Defendants, such as Purdue and Janssen, ran similar websites that masked their own role.

152. Finally, the Manufacturer Defendants manipulated their promotional materials and the scientific literature to make it appear that these documents were accurate, truthful, and supported by objective evidence when they were not. The Manufacturer Defendants distorted the meaning or import of studies they cited and offered them as evidence for propositions the studies did not support. The Manufacturer Defendants invented "pseudoaddiction" and promoted it to an unsuspecting medical community. The Manufacturer Defendants provided the medical community with false and misleading information about ineffectual strategies to avoid or control opioid addiction. The Manufacturer Defendants recommended to the medical community that dosages be increased, without disclosing the risks. The Manufacturer Defendants spent millions of dollars over a period of years on a misinformation campaign aimed at highlighting opioids' alleged benefits, disguising the risks, and promoting sales. The lack of support for the Manufacturer Defendants' deceptive messages was not apparent to medical professionals who relied upon them in making treatment decisions, nor could it have been detected by the Plaintiff or Plaintiff's Community. Thus, the Manufacturer Defendants successfully concealed from the medical community, patients, and health care payors facts sufficient to arouse suspicion of the claims that the Plaintiff now asserts. Plaintiff did not know of the existence or scope of the Manufacturer Defendants' industry-wide fraud and could not have acquired such knowledge earlier through the exercise of reasonable diligence.

D. THE DISTRIBUTOR DEFENDANTS' UNLAWFUL DISTRIBUTION OF OPIOIDS.

153. The Distributor Defendants owe a duty under both federal law (21 U.S.C. § 823, 21 CFR 1301.74), and North Carolina law (*e.g.*, N.C. Gen. Stat. §§ 90-102(e), 90-104, 106-145.10), to monitor, detect, investigate, refuse to fill, and report suspicious orders of prescription opioids originating from Plaintiff's Community as well as those orders which the Distributor Defendants knew or should have known were likely to be diverted into Plaintiff's Community.

154. The foreseeable harm from a breach of these duties is the diversion of prescription opioids for nonmedical purposes.

155. Each Distributor Defendant repeatedly and purposefully breached its duties under state and federal law. Such breaches are direct and proximate causes of the widespread diversion of prescription opioids for nonmedical purposes into Plaintiff's Community.

156. The unlawful diversion of prescription opioids is a direct and proximate cause of the opioid epidemic, prescription opioid abuse, addiction, morbidity and mortality in the State and in Plaintiff's Community. This diversion and the epidemic are direct causes of harms for which Plaintiff seeks to recover here.

157. The opioid epidemic in North Carolina, including *inter alia* in Plaintiff's Community, remains an immediate *hazard to public health and safety*.

158. The opioid epidemic in Plaintiff's Community is a temporary and continuous *public nuisance* and remains unabated.

159. The Distributor Defendants' intentionally continued their conduct, as alleged herein, with knowledge that such conduct was creating the opioid nuisance and causing the harms and damages alleged herein.

1. The Distributor Defendants Have a Duty under Federal and State Law to Guard Against, and Report, Unlawful Diversion and to Report and Prevent Suspicious Orders.

160. Opioids are a controlled substance and, as “Schedule II” drugs, are categorized as dangerous drugs with a “high potential for abuse” which may lead to “severe psychic or physical dependence” under federal and North Carolina law. *See* 21 U.S.C. §§ 812(b)(2)(A) and (C) and N.C. Gen. Stat. § 90-90(1)(a).

161. As wholesale drug distributors, each Distributor Defendant was required under North Carolina law to register with the North Carolina Department of Health and Human Services and obtain a license as a wholesaler of controlled substances from the North Carolina Commissioner of Agriculture N.C. Gen. Stat. § 90-102-(a)(2); 90-101(a); 106-145.3. Each Distributor Defendant is licensed by the North Carolina Commissioner of Agriculture and is a “registrant” with the North Carolina Department of Health and Human Services as a wholesale distributor in the chain of distribution of Schedule II controlled substances and assumed a duty to comply with all requirements imposed under the regulations adopted by these agencies, all state law, and all requirements imposed under federal law. *See* N.C. Gen. Stat. § 106-145.10 (“A wholesale drug distributor . . . shall comply with applicable federal, State, and local laws and regulations.”); 10A NCAC 26E.0129(a) (“Any person who manufactures, distributes, dispenses, or conducts research with any controlled substance shall comply with Part 1301 of Title 21 of the Code of Federal Regulations”); N.C. Gen. Stat. § 90-104 (“Each registrant or practitioner manufacturing, distributing, or dispensing controlled substances under this Article shall keep records and maintain inventories in conformance with the record-keeping and the inventory requirements of the federal law”); N.C. Gen. Stat. § 90-102 (a)(2) (a factor considered for registration to manufacture or distribute controlled substances in North Carolina is “[c]ompliance with applicable federal, State and local law”).

162. Each Distributor Defendant was further required to register with the DEA, pursuant to the federal Controlled Substance Act. *See* 21 U.S.C. § 823(b), (e); 28 C.F.R. § 0.100. Each Distributor Defendant is a “registrant” as a wholesale distributor in the chain of distribution of Schedule II controlled substances with a duty to comply with all security requirements imposed under that statutory scheme. Those requirements are adopted and incorporated into North Carolina law, as set forth above.

163. Each Distributor Defendant has an affirmative duty under federal and North Carolina law to act as a gatekeeper guarding against the diversion of the highly addictive, dangerous opioid drugs. Federal law requires that Distributors of Schedule II drugs, including opioids, must maintain “effective control against diversion of particular controlled substances into other than legitimate medical, scientific, and industrial channels.” 21 U.S.C. §§ 823(b)(1). North Carolina incorporates these requirements, as set out above, and separately sets out these requirements. *See* N.C. Gen. Stat. § 90-102 (a)(1) (mandating “maintenance of effective controls against diversion of any controlled substances”); N.C. Gen. Stat. § 106-145.7 (for wholesale distributors, mandating use of a security system to provide “protection against . . . diversion that is facilitated or hidden by tampering with computers or electronic records”).

164. Federal regulations, incorporated by North Carolina law (*see* N.C. Gen. Stat. § 90-104; N.C. GEN. STAT. § 106-145.10; 10A NCAC 26E.0129(a); and N.C. Gen. Stat. § 90-102 (a)(2)), similarly impose a non-delegable duty upon wholesale drug distributors to “design and operate a system to disclose to the registrant suspicious orders of controlled substances. The registrant [distributor] shall inform the Field Division Office of the Administration in his area of suspicious orders when discovered by the registrant. Suspicious orders include orders of unusual size, orders

deviating substantially from a normal pattern, and orders of unusual frequency.” 21 C.F.R. § 1301.74(b).

165. “Suspicious orders” include orders of an unusual size, orders of unusual frequency or orders deviating substantially from a normal pattern. *See* 21 CFR 1301.74(b); these criteria are disjunctive and are not all inclusive. For example, if an order deviates substantially from a normal pattern, the size of the order does not matter, and the order should be reported as suspicious. Likewise, a wholesale distributor need not wait for a normal pattern to develop over time before determining whether a particular order is suspicious. The size of an order alone, regardless of whether it deviates from a normal pattern, is enough to trigger the wholesale distributor’s responsibility to report the order as suspicious. The determination of whether an order is suspicious depends not only on the ordering patterns of the particular customer but also on the patterns of the entirety of the wholesale distributor’s customer base and the patterns throughout the relevant segment of the wholesale distributor industry.

166. North Carolina law makes it “unlawful . . . [t]o furnish false or fraudulent material information in, or omit any material information from, any application, report, or other document required to be kept or filed under this Article, or any record required to be kept by this Article,” including suspicious order reports, since North Carolina law requires compliance with federal law on this issue. *See* N.C. Gen. Stat. § 90-108.

167. In addition to reporting all suspicious orders, distributors must also stop shipment on any order which is flagged as suspicious and only ship orders which were flagged as potentially suspicious if, after conducting due diligence, the distributor can determine that the order is not likely to be diverted into illegal channels. *See Southwood Pharm., Inc.*, 72 Fed. Reg. 36,487, 36,501 (Drug Enf’t Admin. July 3, 2007); *Masters Pharmaceutical, Inc. v. Drug Enforcement*

Administration, No. 15-11355 (D.C. Cir. June 30, 2017). Regardless, all flagged orders must be reported. *Id.*

168. These prescription drugs are regulated for the purpose of providing a “closed” system **intended to reduce the widespread diversion of these drugs out of legitimate channels into the illicit market**, while at the same time providing the legitimate drug industry with a unified approach to narcotic and dangerous drug control.⁹³

169. Different entities supervise the discrete links in the chain that separate a consumer from a controlled substance. Statutes and regulations define each participant’s role and responsibilities.⁹⁴

170. As the DEA advised the Distributor Defendants in a letter to them dated September 27, 2006, wholesale distributors are “one of the key components of the distribution chain. If the closed system is to function properly ... distributors must be vigilant in deciding whether a prospective customer can be trusted to deliver controlled substances only for lawful purposes. This responsibility is critical, as ... the illegal distribution of controlled substances has a substantial and detrimental effect on the health and general welfare of the American people.”⁹⁵

⁹³ See 1970 U.S.C.C.A.N. 4566, 4571-72.

⁹⁴ Brief for Healthcare Distribution Management Association and National Association of Chain Drug Stores as Amici Curiae in Support of Neither Party, *Masters Pharm., Inc. v. U.S. Drug Enf’t Admin.* (No. 15-1335) (D.C. Cir. Apr. 4, 2016), 2016 WL 1321983, at *22 [hereinafter Brief for HDMA and NACDS]. The Healthcare Distribution Management Association (HDMA or HMA)—now known as the Healthcare Distribution Alliance (HDA)—is a national, not-for-profit trade association that represents the nation’s primary, full-service healthcare distributors whose membership includes, among others: AmerisourceBergen Drug Corporation, Cardinal Health, Inc., and McKesson Corporation. See generally HDA, *About*, <https://www.healthcaredistribution.org/about> (last visited Aug. 21, 2017). The National Association of Chain Drug Stores (NACDS) is a national, not-for-profit trade association that represents traditional drug stores and supermarkets and mass merchants with pharmacies whose membership includes, among others: Walgreen Company, CVS Health, Rite Aid Corporation and Walmart. See generally NACDS, *Mission*, <https://www.nacds.org/about/mission/> (last visited Aug. 21, 2017).

⁹⁵ See Letter from Joseph T. Rannazzisi, Deputy Assistant Adm’r, Office of Diversion Control, Drug. Enf’t Admin., U.S. Dep’t of Justice, to Cardinal Health (Sept. 27, 2006) [hereinafter Rannazzisi Letter] (“This letter is being sent to every commercial entity in the United States registered with the Drug Enforcement Agency (DEA) to distribute controlled substances. The purpose of this letter is to reiterate the responsibilities of controlled substance distributors

171. The Distributor Defendants have admitted that they are responsible for reporting suspicious orders.⁹⁶

172. The DEA sent a letter to each of the Distributor Defendants on September 27, 2006, warning that it would use its authority to revoke and suspend registrations when appropriate. The letter expressly states that a distributor, *in addition* to reporting suspicious orders, has a “statutory responsibility to exercise due diligence to avoid filling suspicious orders that might be diverted into other than legitimate medical, scientific, and industrial channels.”⁹⁷ The letter also instructs that “distributors must be vigilant in deciding whether a prospective customer can be trusted to deliver controlled substances only for lawful purposes.”⁹⁸ The DEA warns that “even just one distributor that uses its DEA registration to facilitate diversion can cause enormous harm.”⁹⁹

173. The DEA sent a second letter to each of the Distributor Defendants on December 27, 2007.¹⁰⁰ This letter reminds the Defendants of their statutory and regulatory duties to “maintain effective controls against diversion” and “design and operate a system to disclose to the registrant suspicious orders of controlled substances.”¹⁰¹ The letter further explains:

The regulation also requires that the registrant inform the local DEA Division Office of suspicious orders when discovered by the registrant. Filing a monthly report of completed transactions (e.g., “excessive purchase report” or “high unity purchases”) does not meet the regulatory requirement to report

in view of the prescription drug abuse problem our nation currently faces.”), filed in *Cardinal Health, Inc. v. Holder*, No. 1:12-cv-00185-RBW (D.D.C. Feb. 10, 2012), ECF No. 14-51.

⁹⁶ See Brief for HDMA and NACDS, *supra* note 94, 2016 WL 1321983, at *4 (“[R]egulations . . . in place for more than 40 years require distributors to report suspicious orders of controlled substances to DEA based on information readily available to them (e.g., a pharmacy’s placement of unusually frequent or large orders).”).

⁹⁷ Rannazzisi Letter, *supra* note 95, at 2.

⁹⁸ *Id.* at 1.

⁹⁹ *Id.* at 2.

¹⁰⁰ See Letter from Joseph T. Rannazzisi, Deputy Assistant Adm’r, Office of Diversion Control, Drug. Enf’t Admin., U.S. Dep’t of Justice, to Cardinal Health (Dec. 27, 2007), filed in *Cardinal Health, Inc. v. Holder*, No. 1:12-cv-00185-RBW (D.D.C. Feb. 10, 2012), ECF No. 14-8.

¹⁰¹ *Id.*

suspicious orders. Registrants are reminded that their responsibility does not end merely with the filing of a suspicious order report. Registrants must conduct an independent analysis of suspicious orders prior to completing a sale to determine whether the controlled substances are likely to be diverted from legitimate channels. Reporting an order as suspicious will not absolve the registrant of responsibility if the registrant knew, or should have known, that the controlled substances were being diverted.

The regulation specifically states that suspicious orders include orders of unusual size, orders deviating substantially from a normal pattern, and orders of an unusual frequency. These criteria are disjunctive and are not all inclusive. For example, if an order deviates substantially from a normal pattern, the size of the order does not matter and the order should be reported as suspicious. Likewise, a registrant need not wait for a “normal pattern” to develop over time before determining whether a particular order is suspicious. The size of an order alone, whether or not it deviates from a normal pattern, is enough to trigger the registrant’s responsibility to report the order as suspicious. The determination of whether an order is suspicious depends not only on the ordering patterns of the particular customer, but also on the patterns of the registrant’s customer base and the patterns throughout the segment of the regulated industry.

Registrants that rely on rigid formulas to define whether an order is suspicious may be failing to detect suspicious orders. For example, a system that identifies orders as suspicious only if the total amount of a controlled substance ordered during one month exceeds the amount ordered the previous month by a certain percentage or more is insufficient. This system fails to identify orders placed by a pharmacy if the pharmacy placed unusually large orders from the beginning of its relationship with the distributor. Also, this system would not identify orders as suspicious if the order were solely for one highly abused controlled substance if the orders never grew substantially. Nevertheless, ordering one highly abused controlled substance and little or nothing else deviates from the normal pattern of what pharmacies generally order.

When reporting an order as suspicious, registrants must be clear in their communication with DEA that the registrant is actually characterizing an order as suspicious. Daily, weekly, or monthly reports submitted by registrant indicating “excessive purchases” do not comply with the requirement to report suspicious orders, even if the registrant calls such reports “suspicious order reports.”

Lastly, registrants that routinely report suspicious orders, yet fill these orders without first determining that order is not being diverted into other than legitimate medical, scientific, and industrial channels, may be failing to maintain effective controls against diversion. Failure to maintain effective controls against diversion is inconsistent with the public interest as that term is used in 21 USC 823

and 824, and may result in the revocation of the registrant's DEA Certificate of Registration.¹⁰²

Finally, the DEA letter references the Revocation of Registration issued in *Southwood Pharmaceuticals, Inc.*, 72 Fed. Reg. 36,487-01 (July 3, 2007), which discusses the obligation to report suspicious orders and “some criteria to use when determining whether an order is suspicious.”¹⁰³

174. The Distributor Defendants admit that they “have not only statutory and regulatory responsibilities to detect and prevent diversion of controlled prescription drugs, but undertake such efforts as responsible members of society.”¹⁰⁴

175. The Distributor Defendants knew they were required to monitor, detect, and halt suspicious orders. Industry compliance guidelines established by the Healthcare Distribution Management Association, the trade association of pharmaceutical distributors, explain that distributors are “[a]t the center of a sophisticated supply chain” and therefore “are uniquely situated to perform due diligence in order to help support the security of the controlled substances they deliver to their customers.” The guidelines set forth recommended steps in the “due diligence” process, and note in particular: If an order meets or exceeds a distributor's threshold, as defined in the distributor's monitoring system, or is otherwise characterized by the distributor as an order of interest, the distributor should not ship to the customer, in fulfillment of that order, any units of the specific drug code product as to which the order met or exceeded a threshold or as to which the order was otherwise characterized as an order of interest.¹⁰⁵

¹⁰² *Id.*

¹⁰³ *Id.*

¹⁰⁴ See Brief of HDMA, *supra* note 19, 2012 WL 1637016, at *2.

¹⁰⁵ Healthcare Distribution Management Association (HDMA) *Industry Compliance Guidelines: Reporting Suspicious Orders and Preventing Diversion of Controlled Substances*, filed in *Cardinal Health, Inc. v. Holder*, No. 12-5061 (D.C. Cir. Mar. 7, 2012), Doc. No. 1362415 (App'x B).

176. Each of the Distributor Defendants sold prescription opioids, including hydrocodone and/or oxycodone, to retailers in Plaintiff's Community and/or to retailers from which Defendants knew prescription opioids were likely to be diverted to Plaintiff's Community.

177. Each Distributor Defendant owes a duty to monitor and detect suspicious orders of prescription opioids.

178. Each Distributor Defendant owes a duty under federal and state law to investigate and refuse suspicious orders of prescription opioids.

179. Each Distributor Defendant owes a duty under federal and state law to report suspicious orders of prescription opioids.

180. Each Distributor Defendant owes a duty under federal and state law to prevent the diversion of prescription opioids into illicit markets in the State and Plaintiff's Community.

181. The foreseeable harm resulting from a breach of these duties is the diversion of prescription opioids for nonmedical purposes and subsequent plague of opioid addiction.

182. The foreseeable harm resulting from the diversion of prescription opioids for nonmedical purposes is abuse, addiction, morbidity and mortality in Plaintiff's Community and the damages caused thereby.

2. The Distributor Defendants Breached their Duties.

183. Because distributors handle such large volumes of controlled substances, and are the first major line of defense in the movement of legal pharmaceutical controlled substances from legitimate channels into the illicit market, it is incumbent on distributors to maintain effective

controls to prevent diversion of controlled substances. Should a distributor deviate from these checks and balances, the closed system collapses.¹⁰⁶

184. The sheer volume of prescription opioids distributed to pharmacies in the Plaintiff's Community, and/or to pharmacies from which the Distributor Defendants knew the opioids were likely to be diverted into Plaintiff's Community, is excessive for the medical need of the community and facially suspicious. Some red flags are so obvious that no one who engages in the legitimate distribution of controlled substances can reasonably claim ignorance of them.¹⁰⁷

185. The Distributor Defendants failed to report "suspicious orders" originating from Plaintiff's Community, or which the Distributor Defendants knew were likely to be diverted to Plaintiff's Community, to the federal and state authorities, including the DEA and/or the NCDHHS.

186. The Distributor Defendants unlawfully filled suspicious orders of unusual size, orders deviating substantially from a normal pattern and/or orders of unusual frequency in Plaintiff's Community, and/or in areas from which the Distributor Defendants knew opioids were likely to be diverted to Plaintiff's Community.

187. The Distributor Defendants breached their duty to monitor, detect, investigate, refuse and report suspicious orders of prescription opiates originating from Plaintiff's Community, and/or in areas from which the Distributor Defendants knew opioids were likely to be diverted to Plaintiff's Community.

¹⁰⁶ See Ramazzisi Decl. ¶ 10, filed in *Cardinal Health, Inc. v. Holder*, No. 1:12-cv-00185-RBW (D.D.C. Feb. 10, 2012), ECF No. 14-2.

¹⁰⁷ *Masters Pharmaceuticals, Inc.*, 80 Fed. Reg. 55,418-01, 55,482 (Sept. 15, 2015) (citing *Holiday CVS, L.L.C., d/b/a CVS/Pharmacy Nos. 219 and 5195*, 77 Fed. Reg. 62,316, 62,322 (2012)).

188. The Distributor Defendants breached their duty to maintain effective controls against diversion of prescription opiates into other than legitimate medical, scientific, and industrial channels.

189. The Distributor Defendants breached their duty to “design and operate a system to disclose to the registrant suspicious orders of controlled substances” and failed to inform the authorities including the DEA of suspicious orders when discovered, in violation of their duties under federal and state law.

190. The Distributor Defendants breached their duty to exercise due diligence to avoid filling suspicious orders that might be diverted into channels other than legitimate medical, scientific and industrial channels.¹⁰⁸

191. The federal and state laws at issue here are public safety laws.

192. The Distributor Defendants’ violations of public safety statutes constitute prima facie evidence of negligence under state law.

193. The unlawful conduct by the Distributor Defendants is purposeful and intentional. The Distributor Defendants refuse to abide by the duties imposed by federal and state law which are required to legally acquire and maintain a license to distribute prescription opiates.

194. The Distributor Defendants acted with actual malice in breaching their duties, *i.e.*, they have acted with a conscious disregard for the rights and safety of other persons, and said actions have a great probability of causing substantial harm.

195. The Distributor Defendants’ repeated shipments of suspicious orders, over an extended period of time, in violation of public safety statutes, and without reporting the suspicious orders to the relevant authorities demonstrates wanton, willful, or reckless conduct or criminal

¹⁰⁸ See *Cardinal Health, Inc. v. Holder*, 846 F. Supp. 2d 203, 206 (D.D.C. 2012).

indifference to civil obligations affecting the rights of others and justifies an award of punitive damages.

3. The Distributor Defendants Have Sought to Avoid and Have Misrepresented their Compliance with their Legal Duties.

196. The Distributor Defendants have repeatedly misrepresented their compliance with their legal duties under state and federal law and have wrongfully and repeatedly disavowed those duties in an effort to mislead regulators and the public regarding the Distributor Defendants' compliance with their legal duties.

197. Distributor Defendants have refused to recognize any duty beyond *reporting* suspicious orders. In *Masters Pharmaceuticals*, the HDMA, a trade association run the Distributor Defendants, and the NACDS submitted amicus briefs regarding the legal duty of wholesale distributors. Inaccurately denying the legal duties that the wholesale drug industry has been tragically recalcitrant in performing, they argued as follows:

- a. The Associations complained that the “DEA has required distributors not only to report suspicious orders, but to investigate orders (e.g., by interrogating pharmacies and physicians) and take action to halt suspicious orders before they are filled.”¹⁰⁹
- b. The Associations argued that, “DEA now appears to have changed its position to require that distributors not only report suspicious orders, but investigate and halt suspicious orders. Such a change in agency position must be accompanied by an acknowledgment of the change and a reasoned explanation for it. In other words, an agency must display awareness that it is changing position and show that there are good reasons for the new policy. This is especially important here, because imposing intrusive obligation on distributors threatens to disrupt patient access to needed prescription medications.”¹¹⁰

¹⁰⁹ Brief for HDMA and NACDS, *supra* note 94, 2016 WL 1321983, at *4–5.

¹¹⁰ *Id.* at *8 (citations and quotation marks omitted).

- c. The Associations alleged (inaccurately) that nothing “requires distributors to investigate the legitimacy of orders, or to halt shipment of any orders deemed to be suspicious.”¹¹¹
- d. The Associations complained that the purported “practical infeasibility of requiring distributors to investigate and halt suspicious orders (as well as report them) underscores the importance of ensuring that DEA has complied with the APA before attempting to impose such duties.”¹¹²
- e. The Associations alleged (inaccurately) that “DEA’s regulations [] sensibly impose[] a duty on distributors simply to report suspicious orders, but left it to DEA and its agents to investigate and halt suspicious orders.”¹¹³
- f. Also inaccurately, the Associations argued that, “[i]mposing a duty on distributors – which lack the patient information and the necessary medical expertise – to investigate and halt orders may force distributors to take a shot-in-the-dark approach to complying with DEA’s demands.”¹¹⁴

198. The positions taken by the trade groups are emblematic of the position taken by the Distributor Defendants in a futile attempt to deny their legal obligations to prevent diversion of the dangerous drugs.¹¹⁵

199. The Court of Appeals for the District of Columbia recently issued its opinion affirming that a wholesale drug distributor does, in fact, have duties beyond reporting. *Masters Pharm., Inc. v. Drug Enf’t Admin.*, 861 F.3d 206 (D.C. Cir. 2017). The D.C. Circuit Court upheld the revocation of Master Pharmaceutical’s license and determined that DEA regulations require that in addition to reporting suspicious orders, distributors must “decline to ship the order, or conduct some ‘due diligence’ and—if it is able to determine that the order is not likely to be diverted into illegal channels—ship the order.” *Id.* at 212. Master Pharmaceutical was in violation

¹¹¹ *Id.* at *14.

¹¹² *Id.* at *22.

¹¹³ *Id.* at *24–25.

¹¹⁴ *Id.* at 26.

¹¹⁵ See Brief of HDMA, *supra* note 19, 2012 WL 1637016, at *3 (arguing the wholesale distributor industry “does not know the rules of the road because” they claim (inaccurately) that the “DEA has not adequately explained them”).

of legal requirements because it failed to conduct necessary investigations and filled suspicious orders. *Id.* at 218–19, 226. A distributor’s investigation must dispel all the red flags giving rise to suspicious circumstance prior to shipping a suspicious order. *Id.* at 226. The Circuit Court also rejected the argument made by the HDMA and NACDS (quoted above), that, allegedly, the DEA had created or imposed new duties. *Id.* at 220.

200. Wholesale Distributor McKesson has recently been forced to specifically admit to breach of its duties to monitor, report, and prevent suspicious orders. Pursuant to an Administrative Memorandum of Agreement (“2017 Agreement”) entered into between McKesson and the DEA in January 2017, McKesson admitted that, at various times during the period from January 1, 2009 through the effective date of the Agreement (January 17, 2017) it “did not identify or report to [the] DEA certain orders placed by certain pharmacies which should have been detected by McKesson as suspicious based on the guidance contained in the DEA Letters.”¹¹⁶ Further, the 2017 Agreement specifically finds that McKesson “distributed controlled substances to pharmacies even though those McKesson Distribution Centers should have known that the pharmacists practicing within those pharmacies had failed to fulfill their corresponding responsibility to ensure that controlled substances were dispensed pursuant to prescriptions issued for legitimate medical purposes by practitioners acting in the usual course of their professional practice, as required by 21 C.F.R § 1306.04(a).”¹¹⁷ McKesson admitted that, during this time period, it “failed to maintain effective controls against diversion of particular controlled substances into other than legitimate medical, scientific and industrial channels by sales to certain of its customers in violation of the CSA and the CSA’s implementing regulations, 21 C.F.R. Part 1300

¹¹⁶ See Administrative Memorandum of Agreement between the U.S. Dep’t of Justice, the Drug Enf’t Admin., and the McKesson Corp. (Jan. 17, 2017), <https://www.justice.gov/opa/press-release/file/928476/download>.

¹¹⁷ *Id.* at 4.

et seq., at the McKesson Distribution Centers.” Due to these violations, McKesson agreed that its authority to distribute controlled substances from some of its distribution centers would be partially suspended.¹¹⁸

201. The 2017 Memorandum of Agreement followed a 2008 Settlement Agreement in which McKesson also admitted failure to report suspicious orders of controlled substances to the DEA.¹¹⁹ In the 2008 Settlement Agreement, McKesson “recognized that it had a duty to monitor its sales of all controlled substances and report suspicious orders to DEA,” but had failed to do so.¹²⁰ The 2017 Memorandum of Agreement documents that McKesson continued to breach its admitted duties by “fail[ing] to properly monitor its sales of controlled substances and/or report suspicious orders to DEA, in accordance with McKesson’s obligations.”¹²¹ As a result of these violations, McKesson was fined and required to pay to the United States \$150,000,000.¹²²

202. Even though McKesson had been sanctioned in 2008 for failure to comply with its legal obligations regarding controlling diversion and reporting suspicious orders, and even though McKesson had specifically agreed in 2008 that it would no longer violate those obligations, McKesson continued to violate the laws in contrast to its written agreement not to do so.

203. Because of the Distributor Defendants’ refusal to abide by their legal obligations, the DEA has repeatedly taken administrative action to attempt to force compliance. For example,

¹¹⁸ *Id.* at 6.

¹¹⁹ *Id.* at 4.

¹²⁰ *Id.*

¹²¹ *Id.*; see also Settlement Agreement and Release between the U.S. and McKesson Corp., at 5 (Jan. 17, 2017) [hereinafter 2017 Settlement Agreement and Release] (“McKesson acknowledges that, at various times during the Covered Time Period [2009-2017], it did not identify or report to DEA certain orders placed by certain pharmacies, which should have been detected by McKesson as suspicious, in a manner fully consistent with the requirements set forth in the 2008 MOA.”), <https://www.justice.gov/opa/press-release/file/928471/download>.

¹²² See 2017 Settlement Agreement and Release, *supra* note 121, at 6.

in May 2014, the United States Department of Justice, Office of the Inspector General, Evaluation and Inspections Divisions, reported that the DEA issued final decisions in 178 registrant actions between 2008 and 2012.¹²³ The Office of Administrative Law Judges issued a recommended decision in a total of 117 registrant actions before the DEA issued its final decision, including 76 actions involving orders to show cause and 41 actions involving immediate suspension orders.¹²⁴

These actions include the following:

- g. On April 24, 2007, the DEA issued an Order to Show Cause and Immediate Suspension Order against the AmerisourceBergen Orlando, Florida distribution center (“Orlando Facility”) alleging failure to maintain effective controls against diversion of controlled substances. On June 22, 2007, AmerisourceBergen entered into a settlement that resulted in the suspension of its DEA registration;
- h. On November 28, 2007, the DEA issued an Order to Show Cause and Immediate Suspension Order against the Cardinal Health Auburn, Washington Distribution Center (“Auburn Facility”) for failure to maintain effective controls against diversion of hydrocodone;
- i. On December 5, 2007, the DEA issued an Order to Show Cause and Immediate Suspension Order against the Cardinal Health Lakeland, Florida Distribution Center (“Lakeland Facility”) for failure to maintain effective controls against diversion of hydrocodone;
- j. On December 7, 2007, the DEA issued an Order to Show Cause and Immediate Suspension Order against the Cardinal Health Swedesboro, New Jersey Distribution Center (“Swedesboro Facility”) for failure to maintain effective controls against diversion of hydrocodone;
- k. On January 30, 2008, the DEA issued an Order to Show Cause and Immediate Suspension Order against the Cardinal Health Stafford, Texas Distribution Center (“Stafford Facility”) for failure to maintain effective controls against diversion of hydrocodone;
- l. On May 2, 2008, McKesson Corporation entered into an Administrative Memorandum of Agreement (“2008 MOA”) with the DEA which provided that McKesson would “maintain a compliance program designed to detect and prevent the diversion of controlled substances, inform DEA of suspicious orders required

¹²³ Evaluation and Inspections Div., Office of the Inspector Gen., U.S. Dep’t of Justice, *The Drug Enforcement Administration’s Adjudication of Registrant Actions* 6 (2014), <https://oig.justice.gov/reports/2014/e1403.pdf>.

¹²⁴ *Id.*

by 21 C.F.R. § 1301.74(b), and follow the procedures established by its Controlled Substance Monitoring Program”;

- m. On September 30, 2008, Cardinal Health entered into a Settlement and Release Agreement and Administrative Memorandum of Agreement with the DEA related to its Auburn Facility, Lakeland Facility, Swedesboro Facility and Stafford Facility. The document also referenced allegations by the DEA that Cardinal failed to maintain effective controls against the diversion of controlled substances at its distribution facilities located in McDonough, Georgia (“McDonough Facility”), Valencia, California (“Valencia Facility”) and Denver, Colorado (“Denver Facility”);
- n. On February 2, 2012, the DEA issued an Order to Show Cause and Immediate Suspension Order against the Cardinal Health Lakeland, Florida Distribution Center (“Lakeland Facility”) for failure to maintain effective controls against diversion of oxycodone;
- o. On December 23, 2016, Cardinal Health agreed to pay a \$44 million fine to the DEA to resolve the civil penalty portion of the administrative action taken against its Lakeland, Florida Distribution Center; and
- p. On January 5, 2017, McKesson Corporation entered into an Administrative Memorandum Agreement with the DEA wherein it agreed to pay a \$150 million civil penalty for violation of the 2008 MOA as well as failure to identify and report suspicious orders at its facilities in Aurora CO, Aurora IL, Delran NJ, LaCrosse WI, Lakeland FL, Landover MD, La Vista NE, Livonia MI, Methuen MA, Sante Fe Springs CA, Washington Courthouse OH and West Sacramento CA.

204. Rather than abide by their non-delegable duties under public safety laws, the Distributor Defendants, individually and collectively through trade groups in the industry, pressured the U.S. Department of Justice to “halt” prosecutions and lobbied Congress to strip the DEA of its ability to immediately suspend distributor registrations. The result was a “sharp drop in enforcement actions” and the passage of the “Ensuring Patient Access and Effective Drug Enforcement Act” which, ironically, raised the burden for the DEA to revoke a distributor’s license

from “imminent harm” to “immediate harm” and provided the industry the right to “cure” any violations of law before a suspension order can be issued.¹²⁵

205. In addition to taking actions to limit regulatory prosecutions and suspensions, the Distributor Defendants undertook to fraudulently convince the public that they were complying with their legal obligations, including those imposed by licensing regulations. Through such statements, the Distributor Defendants attempted to assure the public they were working to curb the opioid epidemic.

206. For example, a Cardinal Health executive claimed that it uses “advanced analytics” to monitor its supply chain, and represented that it was being “as effective and efficient as possible in constantly monitoring, identifying, and eliminating any outside criminal activity.”¹²⁶ Given the sales volumes and the company’s history of violations, this executive was either not telling the truth, or, if Cardinal Health had such a system, it ignored the results.

207. Similarly, Defendant McKesson publicly stated that it has a “best-in-class controlled substance monitoring program to help identify suspicious orders,” and claimed it is “deeply passionate about curbing the opioid epidemic in our country.”¹²⁷ Again, given

¹²⁵ See Lenny Bernstein & Scott Higham, *Investigation: The DEA Slowed Enforcement While the Opioid Epidemic Grew Out of Control*, Wash. Post, Oct. 22, 2016, https://www.washingtonpost.com/investigations/the-dea-slowed-enforcement-while-the-opioid-epidemic-grew-out-of-control/2016/10/22/aea2bf8e-7f71-11e6-8d13-d7c704ef9fd9_story.html; Lenny Bernstein & Scott Higham, *Investigation: U.S. Senator Calls for Investigation of DEA Enforcement Slowdown Amid Opioid Crisis*, Wash. Post, Mar. 6, 2017, https://www.washingtonpost.com/investigations/us-senator-calls-for-investigation-of-dea-enforcement-slowdown/2017/03/06/5846ee60-028b-11e7-b1e9-a05d3c21f7cf_story.html; Eric Eyre, *DEA Agent: “We Had No Leadership” in WV Amid Flood of Pain Pills*, Charleston Gazette-Mail, Feb. 18, 2017, <http://www.wvgazettemail.com/news/20170218/dea-agent-we-had-no-leadership-in-wv-amid-flood-of-pain-pills->

¹²⁶ Lenny Bernstein et al., *How Drugs Intended for Patients Ended Up in the Hands of Illegal Users: “No One Was Doing Their Job,”* Wash. Post, Oct. 22, 2016, https://www.washingtonpost.com/investigations/how-drugs-intended-for-patients-ended-up-in-the-hands-of-illegal-users-no-one-was-doing-their-job/2016/10/22/10e79396-30a7-11e6-8ff7-7b6c1998b7a0_story.html.

¹²⁷ Scott Higham et al., *Drug Industry Hired Dozens of Officials from the DEA as the Agency Tried to Curb Opioid Abuse*, Wash. Post, Dec. 22, 2016, https://www.washingtonpost.com/investigations/key-officials-switch-sides-from-dea-to-pharmaceutical-industry/2016/12/22/55d2e938-c07b-11e6-b527-949c5893595e_story.html.

McKesson's historical conduct, this statement is either false, or the company ignored outputs of the monitoring program.

208. By misleading the public about the effectiveness of their controlled substance monitoring programs, the Distributor Defendants successfully concealed the facts sufficient to arouse suspicion of the claims that the Plaintiff now asserts. The Plaintiff did not know of the existence or scope of Defendants' industry-wide fraud and could not have acquired such knowledge earlier through the exercise of reasonable diligence.

209. Meanwhile, the opioid epidemic rages unabated in the Nation, the State, and in Plaintiff's Community.

210. The epidemic still rages because the fines and suspensions imposed by the DEA do not change the conduct of the industry. The distributors, including the Distributor Defendants, pay fines as a cost of doing business in an industry that generates billions of dollars in annual revenue. They hold multiple DEA registration numbers and when one facility is suspended, they simply ship from another facility.

211. The wrongful actions and omissions of the Distributor Defendants which have caused the diversion of opioids and which have been a substantial contributing factor to and/or proximate cause of the opioid crisis, and many of the actions are alleged in greater detail in Plaintiff's racketeering allegations below.

212. The Distributor Defendants have abandoned their duties imposed under federal and state law, taken advantage of a lack of DEA law enforcement, and abused the privilege of distributing controlled substances in the State and Plaintiff's Community.

E. THE MANUFACTURER DEFENDANTS' UNLAWFUL FAILURE TO PREVENT DIVERSION AND MONITOR, REPORT, AND PREVENT SUSPICIOUS ORDERS.

213. The same legal duties to prevent diversion, and to monitor, report, and prevent suspicious orders of prescription opioids that were incumbent upon the Distributor Defendants were also legally required of the Manufacturer Defendants under federal law.

214. Under North Carolina and federal law, the Manufacturer Defendants were required to comply with substantially the same licensing and permitting requirements as the Distributor Defendants and the same rules regarding prevention of diversion and reporting suspicious orders, as set out above.

215. Like the Distributor Defendants, the Manufacturer Defendants were required to register with the DEA to manufacture schedule II controlled substances, like prescription opioids.

See 21 U.S.C. § 823(a). A requirement of such registration is the:

maintenance of effective controls against diversion of particular controlled substances and any controlled substance in schedule I or II compounded therefrom into other than legitimate medical, scientific, research, or industrial channels, by limiting the importation and bulk manufacture of such controlled substances to a number of establishments which can produce an adequate and uninterrupted supply of these substances under adequately competitive conditions for legitimate medical, scientific, research, and industrial purposes

21 USCA § 823(a)(1) (emphasis added).

216. Additionally, as “registrants” under Section 823, the Manufacturer Defendants were also required to monitor, report, and prevent suspicious orders of controlled substances:

The registrant shall design and operate a system to disclose to the registrant suspicious orders of controlled substances. The registrant shall inform the Field Division Office of the Administration in his area of suspicious orders when discovered by the registrant. Suspicious orders include orders of unusual size, orders deviating substantially from a normal pattern, and orders of unusual frequency.

21 C.F.R. § 1301.74. *See also* 21 C.F.R. § 1301.02 (“Any term used in this part shall have the definition set forth in section 102 of the Act (21 U.S.C. 802) or part 1300 of this chapter.”); 21

C.F.R. § 1300.01 (“Registrant means any person who is registered pursuant to either section 303 or section 1008 of the Act (21 U.S.C. 823 or 958).”

217. As manufacturers of controlled substances, each Manufacturer Defendant was required under North Carolina law to register with the North Carolina Department of Health and Human Services N.C. Gen. Stat. § 90-102(a)(2); 90-101(a). Each Manufacturer Defendant is licensed by the North Carolina Commissioner of Agriculture and is a “registrant” with the North Carolina Department of Health and Human Services as a manufacturer of Schedule II controlled substances and assumed a duty to comply with all requirements imposed under the regulations adopted by these agencies, all state law, and all requirements imposed under federal law. *See* 10A NCAC 26E.0129(a) (“Any person who manufactures, distributes, dispenses, or conducts research with any controlled substance shall comply with Part 1301 of Title 21 of the Code of Federal Regulations”); N.C. Gen. Stat. § 90-104 (“Each registrant or practitioner manufacturing, distributing, or dispensing controlled substances under this Article shall keep records and maintain inventories in conformance with the record-keeping and the inventory requirements of the federal law”); N.C. Gen. Stat. § 90-102 (a)(2) (a factor considered for registration to manufacture or distribute controlled substances in North Carolina is “[c]ompliance with applicable federal, State and local law”).

218. Like the Distributor Defendants, the Manufacture Defendants breached their duties under federal and state law.

219. The Manufacturer Defendants had access to and possession of the information necessary to monitor, report, and prevent suspicious orders and to prevent diversion. The Manufacturer Defendants engaged in the practice of paying “chargebacks” to opioid distributors. A chargeback is a payment made by a manufacturer to a distributor after the distributor sells the

manufacturer's product at a price below a specified rate. After a distributor sells a manufacturer's product to a pharmacy, for example, the distributor requests a chargeback from the manufacturer and, in exchange for the payment, the distributor identifies to the manufacturer the product, volume and the pharmacy to which it sold the product. Thus, the Manufacturer Defendants knew – just as the Distributor Defendants knew – the volume, frequency, and pattern of opioid orders being placed and filled. The Manufacturer Defendants built receipt of this information into the payment structure for the opioids provided to the opioid distributors.

220. Federal statutes and regulations – and North Carolina law incorporating these requirements – are clear: just like opioid distributors, opioid manufacturers are required to “design and operate a system to disclose . . . suspicious orders of controlled substances” and to maintain “effective controls against diversion.” 21 C.F.R. § 1301.74; 21 U.S.C.A. § 823(a)(1).

221. The Department of Justice has recently confirmed the suspicious order obligations clearly imposed by federal law upon opioid manufacturers, fining Mallinckrodt \$35 million for failure to report suspicious orders of controlled substances, including opioids, and for violating recordkeeping requirements.¹²⁸

222. In the press release accompanying the settlement, the Department of Justice stated: Mallinckrodt did not meet its obligations to detect and notify DEA of suspicious orders of controlled substances such as oxycodone, the abuse of which is part of the current opioid epidemic. These suspicious order monitoring requirements exist to prevent excessive sales of controlled substances, like oxycodone Mallinckrodt's actions and omissions formed a link in the chain

¹²⁸ See Press Release, U.S. Dep't of Justice, Mallinckrodt Agrees to Pay Record \$35 Million Settlement for Failure to Report Suspicious Orders of Pharmaceutical Drugs and for Recordkeeping Violations (July 11, 2017), <https://www.justice.gov/opa/pr/mallinckrodt-agrees-pay-record-35-million-settlement-failure-report-suspicious-orders>

of supply that resulted in millions of oxycodone pills being sold on the street. . . . “Manufacturers and distributors have a crucial responsibility to ensure that controlled substances do not get into the wrong hands. . . .”¹²⁹

223. Among the allegations resolved by the settlement, the government alleged “Mallinckrodt failed to design and implement an effective system to detect and report ‘suspicious orders’ for controlled substances – orders that are unusual in their frequency, size, or other patterns . . . [and] Mallinckrodt supplied distributors, and the distributors then supplied various U.S. pharmacies and pain clinics, an increasingly excessive quantity of oxycodone pills without notifying DEA of these suspicious orders.”¹³⁰

224. The Memorandum of Agreement entered into by Mallinckrodt (“2017 Mallinckrodt MOA”) avers “[a]s a registrant under the CSA, Mallinckrodt had a responsibility to maintain effective controls against diversion, including a requirement that it review and monitor these sales and report suspicious orders to DEA.”¹³¹

225. The 2017 Mallinckrodt MOA further details the DEA’s allegations regarding Mallinckrodt’s failures to fulfill its legal duties as an opioid manufacturer:

With respect to its distribution of oxycodone and hydrocodone products, Mallinckrodt’s alleged failure to distribute these controlled substances in a manner authorized by its registration and Mallinckrodt’s alleged failure to operate an effective suspicious order monitoring system and to report suspicious orders to the DEA when discovered as required by and in violation of 21 C.F.R. § 1301.74(b). The above includes, but is not limited to Mallinckrodt’s alleged failure to:

- i. conduct adequate due diligence of its customers;

¹²⁹ *Id.*

¹³⁰ *Id.*

¹³¹ Administrative Memorandum of Agreement between the United States Department of Justice, the Drug Enforcement Agency, and Mallinckrodt, PLC. and its subsidiary Mallinckrodt, LLC (July 10, 2017), <https://www.justice.gov/usao-edmi/press-release/file/986026/download>. (“2017 Mallinckrodt MOA”).

- ii. detect and report to the DEA orders of unusual size and frequency;
- iii. detect and report to the DEA orders deviating substantially from normal patterns including, but not limited to, those identified in letters from the DEA Deputy Assistant Administrator, Office of Diversion Control, to registrants dated September 27, 2006 and December 27, 2007:
 - 1. orders that resulted in a disproportionate amount of a substance which is most often abused going to a particular geographic region where there was known diversion,
 - 2. orders that purchased a disproportionate amount of a substance which is most often abused compared to other products, and
 - 3. orders from downstream customers to distributors who were purchasing from multiple different distributors, of which Mallinckrodt was aware;
- iv. use “chargeback” information from its distributors to evaluate suspicious orders. Chargebacks include downstream purchasing information tied to certain discounts, providing Mallinckrodt with data on buying patterns for Mallinckrodt products; and
- v. take sufficient action to prevent recurrence of diversion by downstream customers after receiving concrete information of diversion of Mallinckrodt product by those downstream customers.¹³²

226. Mallinckrodt agreed that its “system to monitor and detect suspicious orders did not meet the standards outlined in letters from the DEA Deputy Administrator, Office of Diversion Control, to registrants dated September 27, 2006 and December 27, 2007.” Mallinckrodt further agreed that it “recognizes the importance of the prevention of diversion of the controlled substances they manufacture” and would “design and operate a system that meets the requirements of 21 CFR 1301.74(b) . . . [such that it would] utilize all available transaction information to identify suspicious orders of any Mallinckrodt product. Further, Mallinckrodt agrees to notify

¹³² 2017 Mallinckrodt MOA at p. 2-3.

DEA of any diversion and/or suspicious circumstances involving any Mallinckrodt controlled substances that Mallinckrodt discovers.”¹³³

227. Mallinckrodt acknowledged that “[a]s part of their business model Mallinckrodt collects transaction information, referred to as chargeback data, from their direct customers (distributors). The transaction information contains data relating to the direct customer sales of controlled substances to ‘downstream’ registrants.” Mallinckrodt agreed that, from this data, it would “report to the DEA when Mallinckrodt concludes that the chargeback data or other information indicates that a downstream registrant poses a risk of diversion.”¹³⁴

228. The same duties imposed by federal law on Mallinckrodt were imposed upon all Distributor Defendants.

229. The same business practices utilized by Mallinckrodt regarding “charge backs” and receipt and review of data from opioid distributors regarding orders of opioids were utilized industry-wide among opioid manufacturers and distributors, including, upon information and belief, the other Manufacturer Defendants.

230. Through, *inter alia*, the charge back data, the Manufacturer Defendants could monitor suspicious orders of opioids.

231. The Manufacturer Defendants failed to monitor, report, and halt suspicious orders of opioids as required by federal law.

232. The Manufacturer Defendants’ failures to monitor, report, and halt suspicious orders of opioids were intentional and unlawful.

¹³³ *Id.* at 3-4.

¹³⁴ *Id.* at p.5.

233. The Manufacturer Defendants have misrepresented their compliance with federal and state law.

234. The Manufacturer Defendants enabled the supply of prescription opioids to obviously suspicious physicians and pharmacies, enabled the illegal diversion of opioids, aided criminal activity and disseminated massive quantities of prescription opioids into the black market.

235. The wrongful actions and omissions of the Manufacturer Defendants which have caused the diversion of opioids and which have been a substantial contributing factor to and/or proximate cause of the opioid crisis are alleged in greater detail in Plaintiff's racketeering allegations below.

236. The Manufacturer Defendants' actions and omissions in failing to effectively prevent diversion and failing to monitor, report, and prevent suspicious orders have enabled the unlawful diversion of opioids into Plaintiff's Community.

F. DEFENDANTS' UNLAWFUL CONDUCT AND BREACHES OF LEGAL DUTIES CAUSED THE HARM ALLEGED HEREIN AND SUBSTANTIAL DAMAGES.

237. As the Manufacturer Defendants' efforts to expand the market for opioids increased so have the rates of prescriptions and sale of their products — and the rates of opioid-related substance abuse, hospitalization, and death among the people of the State and the Plaintiff's Community. The Distributor Defendants have continued to unlawfully ship these massive quantities of opioids into Plaintiff's Community, fueling the epidemic.

238. There is a “parallel relationship between the availability of prescription opioid analgesics through legitimate pharmacy channels and the diversion and abuse of these drugs and associated adverse outcomes.”¹³⁵

239. Opioid analgesics are widely diverted and improperly used, and the widespread use of the drugs has resulted in a national epidemic of opioid overdose deaths and addictions.¹³⁶

240. The epidemic is “directly related to the increasingly widespread misuse of powerful opioid pain medications.”¹³⁷

241. The increased abuse of prescription painkillers along with growing sales has contributed to a large number of overdoses and deaths.¹³⁸

242. As shown above, the opioid epidemic has escalated in Plaintiff’s Community with devastating effects. Substantial opiate-related substance abuse, hospitalization and death that mirrors Defendants’ increased distribution of opiates.

243. Because of the well-established relationship between the use of prescription opiates and the use of non-prescription opioids, like heroin, the massive distribution of opioids to Plaintiffs’ Community and areas from which such opioids are being diverted into Plaintiff’s Community, has caused the Defendant-caused opioid epidemic to include heroin addiction, abuse, and death.

244. Prescription opioid abuse, addiction, morbidity, and mortality are hazards to public health and safety in the State and in Plaintiff’s Community.

¹³⁵ See Dart et al., *supra* note 11.

¹³⁶ See Volkow & McLellan, *supra* note 2.

¹³⁷ See Califf et al., *supra* note 3.

¹³⁸ See Press Release, Ctrs. for Disease Control and Prevention, U.S. Dep’t of Health and Human Servs., *supra* note 13.

245. Heroin abuse, addiction, morbidity, and mortality are hazards to public health and safety in the State and in Plaintiff's Community.

246. Defendants repeatedly and purposefully breached their duties under state and federal law, and such breaches are direct and proximate causes of, and/or substantial factors leading to, the widespread diversion of prescription opioids for nonmedical purposes into the Plaintiff's Community.

247. The unlawful diversion of prescription opioids is a direct and proximate cause of, and/or substantial factor leading to, the opioid epidemic, prescription opioid abuse, addiction, morbidity and mortality in the State and Plaintiff's Community. This diversion and the epidemic are direct causes of foreseeable harms incurred by the Plaintiff and Plaintiff's Community.

248. Defendants intentional and/or unlawful conduct resulted in direct and foreseeable, past and continuing, economic damages for which Plaintiff seeks relief, as alleged herein. Plaintiff also seeks the means to abate the epidemic created by Defendants' wrongful and/or unlawful conduct.

249. Plaintiff seeks economic damages from the Defendants as reimbursement for the costs associated with past efforts to eliminate the hazards to public health and safety.

250. Plaintiff seeks economic damages from the Defendants to pay for the cost to permanently eliminate the hazards to public health and safety and abate the temporary public nuisance.

251. To eliminate the hazard to public health and safety, and abate the public nuisance, a "multifaceted, collaborative public health and law enforcement approach is urgently needed."¹³⁹

¹³⁹ See Rudd et al., *supra* note 18, at 1145.

252. A comprehensive response to this crisis must focus on preventing new cases of opioid addiction, identifying early opioid-addicted individuals, and ensuring access to effective opioid addiction treatment while safely meeting the needs of patients experiencing pain.¹⁴⁰

253. The actions of the Defendants, jointly and severally, have proximately caused damages including but not limited to the following:

- a. The costs of developing and maintaining various programs, departments, agencies, courts, drug courts, systems, personnel, past, present, and future, that the Plaintiff has been and will be required to undertake at a substantial expense to deal with and allow for the abatement of the opioid crisis and its effects on Lee County and its citizens, and citizens of the surrounding areas and counties who require such services in Lee County while inside Lee County.
- b. The actions of the Defendants have proximately caused an increase in the financial pressures of the County, for the court systems, law enforcement in the county, emergency medical services, family abuse abatement, rescue costs for its citizens for overdoses, mental health department services, health department services, and a substantial increase on all county resources due to the opioid crisis.
- c. The Plaintiff has endured increased costs for foster care, placement, and court hearings, emergency call and response volume, treatment for the uninsured by public health departments, medical examiner costs, increased sheriff's office costs, substance abuse treatment costs, costs of overdose medications, increased jail costs, costs for dealing with babies delivered with positive toxicology or Neonatal

¹⁴⁰ See Johns Hopkins Bloomberg School of Public Health, *The Prescription Opioid Epidemic: An Evidence-Based Approach* (G. Caleb Alexander et al. eds., 2015), http://www.jhsph.edu/research/centers-and-institutes/center-for-drug-safety-and-effectiveness/research/prescription-opioids/JHSPH_OPIOID_EPIDEMIC_REPORT.pdf.

Abstinence Syndrome (NAS), court costs, additional training for all county personnel to deal with the opioid crisis, 911 communications costs, additional costs to the Department of Social Services and other such related costs.

- d. In order to abate the problem, in the future, not only will the above costs be accrued but additional costs for education in the schools, education for the medical community, additional law-enforcement agencies such as an Opioid Task Force and monitoring of the opioid databases, and additional costs for treatment facilities, half-way houses, and other treatment options, and facilities, including emergency medical services follow-up care programs, or other costs, damages, and treatments found and described in the Report of the Presidents Commission on the Opioid Crisis.

254. The above in no way includes all potential damages, but is a portion of the damages attributable to the opioid crisis, with such additional damages to be determined by further investigation and identification.

255. Such damages were proximately caused by the actions of the Defendants, jointly and severally, causing damages to the Plaintiff and its citizens, and substantial increased financial burdens.

256. These community-based problems require community-based solutions that have been limited by “budgetary constraints at the state and Federal levels.”¹⁴¹

¹⁴¹ See Office of Nat'l Drug Control Policy, Exec. Office of the President, *Epidemic: Responding to America's Prescription Drug Abuse Crisis* (2011), https://www.ncjrs.gov/pdffiles1/ondcp/rx_abuse_plan.pdf.

257. Having profited enormously through the aggressive sale, misleading promotion, and irresponsible distribution of opiates, Defendants should be required to take responsibility for the financial burdens their conduct has inflicted upon the Plaintiff and Plaintiff's Community.

G. STATUTES OF LIMITATIONS ARE TOLLED AND DEFENDANTS ARE ESTOPPED FROM ASSERTED STATUTES OF LIMITATIONS AS DEFENSES.

1. Continuing Wrong Doctrine.

258. Plaintiff contends it continues to suffer harm from the continual unlawful actions by the Defendants.

259. The continued tortious and unlawful conduct by the Defendants are continuing violations of federal and state law causing a distinct injury instead of continual ill effects from an original violation. The effects of Defendants' violative acts are cumulative. The damages have not occurred all at once but have continued to occur after each violation and have increased as time progresses. The tort is not completed nor have all the damages been incurred until the wrongdoing ceases. The wrongdoing and unlawful activity by Defendants has not ceased. The public nuisance remains unabated.

2. Equitable Estoppel.

260. Defendants are equitably estopped from relying upon a statute of limitations defense, to the extent any such defense even applies to Plaintiff's claims, because they undertook efforts to purposefully conceal their unlawful conduct and fraudulently assure the public, including the State, the Plaintiff, and Plaintiff's Community, that they were undertaking efforts to comply with their obligations under the state and federal controlled substances laws, all with the goal of protecting their registered manufacturer or distributor status in the State and to continue generating profits. Notwithstanding the allegations set forth above, the Defendants affirmatively assured the

public, including the State, the Plaintiff, and Plaintiff's Community, that they are working to curb the opioid epidemic.

261. For example, a Cardinal Health executive claimed that it uses "advanced analytics" to monitor its supply chain, and assured the public it was being "as effective and efficient as possible in constantly monitoring, identifying, and eliminating any outside criminal activity."¹⁴²

262. Similarly, McKesson publicly stated that it has a "best-in-class controlled substance monitoring program to help identify suspicious orders," and claimed it is "deeply passionate about curbing the opioid epidemic in our country."¹⁴³

263. Moreover, in furtherance of their effort to affirmatively conceal their conduct and avoid detection, the Distributor Defendants, through their trade associations, HDMA and NACDS, filed an *amicus* brief in *Masters Pharmaceuticals*, which made the following statements:¹⁴⁴

- a. "HDMA and NACDS members not only have statutory and regulatory responsibilities to guard against diversion of controlled prescription drugs, but undertake such efforts as responsible members of society."
- b. "DEA regulations that have been in place for more than 40 years require distributors to *report* suspicious orders of controlled substances to DEA based on information readily available to them (e.g., a pharmacy's placement of unusually frequent or large orders)."
- c. "Distributors take seriously their duty to report suspicious orders, utilizing both computer algorithms and human review to detect suspicious orders based on the generalized information that *is* available to them in the ordering process."
- d. "A particular order or series of orders can raise red flags because of its unusual size, frequency, or departure from typical patterns with a given pharmacy."
- e. "Distributors also monitor for and report abnormal behavior by pharmacies placing orders, such as refusing to provide business contact information or insisting on paying in cash."

¹⁴² Bernstein et al., *supra* note 126.

¹⁴³ Higham et al., *supra* note 127.

¹⁴⁴ Brief for HDMA and NACDS, *supra* note 94, 2016 WL 1321983, at *3-4, *25.

Through the above statements made on their behalf by their trade associations, and other similar statements assuring their continued compliance with their legal obligations, the Distributor Defendants not only acknowledged that they understood their obligations under the law, but they further affirmed that their conduct was in compliance with those obligations.

264. The Distributor Defendants have also concealed and prevented discovery of information, including data from the ARCOS database, which will confirm their identities and the extent of their wrongful and illegal activities.

265. The Manufacturer Defendants distorted the meaning or import of studies they cited and offered them as evidence for propositions the studies did not support. The Manufacturer Defendants invented “pseudoaddiction” and promoted it to an unsuspecting medical community. Manufacturer Defendants provided the medical community with false and misleading information about ineffectual strategies to avoid or control opioid addiction. Manufacturer Defendants recommended to the medical community that dosages be increased, without disclosing the risks. Manufacturer Defendants spent millions of dollars over a period of years on a misinformation campaign aimed at highlighting opioids’ alleged benefits, disguising the risks, and promoting sales. The medical community, consumers, the State, and Plaintiff’s Community were duped by the Manufacturer Defendants’ campaign to misrepresent and conceal the truth about the opioid drugs that they were aggressively pushing in the State and in Plaintiff’s Community

266. Defendants intended that their actions and omissions would be relied upon, including by Plaintiff and Plaintiff’s Community. Plaintiff and Plaintiff’s Community did not know and did not have the means to know the truth, due to Defendants’ actions and omissions.

267. The Plaintiff and Plaintiff's Community reasonably relied on Defendants' affirmative statements regarding their purported compliance with their obligations under the law and consent orders.

3. Fraudulent Concealment.

268. The Plaintiff's claims are further subject to equitable tolling, stemming from Defendants' knowingly and fraudulently concealing the facts alleged herein. As alleged herein, Defendants knew of the wrongful acts set forth above, and had material information pertinent to their discovery, and concealed them from the Plaintiff and Plaintiff's community. The Plaintiff did not know, or could not have known through the exercise of reasonable diligence, of its cause of action, as a result of Defendants' conduct.

269. The purposes of the statutes of limitations period are satisfied because Defendants cannot claim prejudice due to a late filing where the Plaintiff filed suit promptly upon discovering the facts essential to its claims, described herein, which Defendants knowingly concealed.

270. In light of their statements to the media, in legal filings, and settlements, it is clear that Defendants had actual or constructive knowledge that their conduct was deceptive, in that they consciously concealed the schemes set forth herein.

271. Defendants continually and secretly engaged in their scheme to avoid compliance with their legal obligations. Only Defendants and their agents knew or could have known about Defendants' unlawful actions because Defendants made deliberate efforts to conceal their conduct. As a result of the above, the Plaintiff was unable to obtain vital information bearing on its claims absent any fault or lack of diligence on its part.

V. LEGAL CAUSES OF ACTION

**COUNT I
PUBLIC NUISANCE
(Against all Defendants)**

272. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth here, and further alleges as follows.

273. Defendants' unlawful actions have created a public nuisance under North Carolina law, and Plaintiff brings an action under both common law and statutory authority for abatement of that nuisance. *See* N.C. Gen. Stat. §153A-140 (granting Lee County power to abate public health nuisances within its boundaries); N.C. Gen. Stat. § 19-1 (a) (The erection, establishment, continuance, maintenance, use, ownership or leasing of any building or place for the purpose . . . illegal possession or sale of controlled substances as defined in the North Carolina Controlled Substances Act . . . shall constitute a nuisance.).

274. Plaintiff alleges that Defendants wrongful and illegal actions have created a public nuisance. Each Defendant is liable for public nuisance because its conduct at issue has caused an unreasonable interference with a right common to the general public.

275. The Defendants have intentionally and/or unlawfully created an absolute nuisance.

276. Plaintiff and the residents of Plaintiff's Community have a common right to be free from conduct that creates an unreasonable jeopardy to the public health, welfare and safety, and to be free from conduct that creates a disturbance and reasonable apprehension of danger to person and property.

277. Defendants intentionally, unlawfully, and recklessly manufacture, market, distribute, and sell prescription opioids that Defendants know, or reasonably should know, will be diverted, causing widespread distribution of prescription opioids in and/or to Plaintiff's Community, resulting in addiction and abuse, an elevated level of crime, death and injuries to the

residents of Plaintiff's Community, a higher level of fear, discomfort and inconvenience to the residents of Plaintiff's Community, and direct costs to Plaintiff's Community.

278. Defendants have unlawfully and/or intentionally caused and permitted dangerous drugs under their control to be diverted such as to injure the Plaintiff's Community and its residents.

279. Defendants have unlawfully and/or intentionally distributed opioids or caused opioids to be distributed without maintaining effective controls against diversion. Such conduct was illegal. Defendants' failures to maintain effective controls against diversion include Defendants' failure to effectively monitor for suspicious orders, report suspicious orders, and/or stop shipment of suspicious orders.

280. Defendants have caused a significant and unreasonable interference with the public health, safety, welfare, peace, comfort and convenience, and ability to be free from disturbance and reasonable apprehension of danger to person or property.

281. Defendants' conduct in illegally distributing and selling prescription opioids, or causing such opioids to be distributed and sold, where Defendants know, or reasonably should know, such opioids will be diverted and possessed and/or used illegally Plaintiff's Community is of a continuing nature.

282. Defendants' actions have been of a continuing nature and have produced a significant effect upon the public's rights, including the public's right to health and safety.

283. A violation of any rule or law controlling the distribution of a drug of abuse in Plaintiff's Community and the State is a public nuisance.

284. Defendants' distribution of opioids while failing to maintain effective controls against diversion was proscribed by statute and regulation.

285. Defendants' ongoing conduct produces an ongoing nuisance, as the prescription opioids that they allow and/or cause to be illegally distributed and possessed in Plaintiff's Community will be diverted, leading to abuse, addiction, crime, and public health costs.

286. Because of the continued use and addiction caused by these illegally distributed opioids, the public will continue to fear for its health, safety and welfare, and will be subjected to conduct that creates a disturbance and reasonable apprehension of danger to person and property.

287. Defendants know, or reasonably should know, that their conduct will have an ongoing detrimental effect upon the public health, safety and welfare, and the public's ability to be free from disturbance and reasonable apprehension of danger to person and property.

288. Defendants know, or reasonably should know, that their conduct causes an unreasonable invasion of the public right to health, safety and welfare and the public's ability to be free from disturbance and reasonable apprehension of danger to person and property.

289. Defendants are aware, and at a bare minimum certainly should be aware, of the unreasonable interference that their conduct has caused in Plaintiff's Community. Defendants are in the business of manufacturing, marketing, selling, and distributing prescription drugs, including opioids, which are specifically known to Defendants to be dangerous under federal law. *See, e.g.*, 21 U.S.C. § 812 (b)(2).

290. Defendants' conduct in marketing, distributing, and selling prescription opioids which the defendants know, or reasonably should know, will likely be diverted for non-legitimate, non-medical use, creates a strong likelihood that these illegal distributions of opioids will cause death and injuries to residents in Plaintiff's Community and otherwise significantly and unreasonably interfere with public health, safety and welfare, and with the public's right to be free from disturbance and reasonable apprehension of danger to person and property.

291. It is, or should be, reasonably foreseeable to defendants that their conduct will cause deaths and injuries to residents in Plaintiff's Community, and will otherwise significantly and unreasonably interfere with public health, safety and welfare, and with the public's right to be free from disturbance and reasonable apprehension of danger to person and property.

292. The prevalence and availability of diverted prescription opioids in the hands of irresponsible persons and persons with criminal purposes in Plaintiff's Community not only causes deaths and injuries, but also creates a palpable climate of fear among residents in Plaintiff's Community where opioid diversion, abuse, addiction are prevalent and where diverted opioids tend to be used frequently.

293. Defendants' conduct makes it easier for persons to divert prescription opioids, constituting a dangerous threat to the public.

294. Defendants' actions were, at the least, a substantial factor in opioids becoming widely available and widely used for non-medical purposes. Because of Defendants' special positions within the closed system of opioid distribution, without Defendants' actions, opioid use would not have become so widespread, and the enormous public health hazard of prescription opioid and heroin overuse, abuse, and addiction that now exists would have been averted.

295. The presence of diverted prescription opioids in Plaintiff's Community, and the consequence of prescription opioids having been diverted in Plaintiff's Community, proximately results in significant costs to the Plaintiff and to Plaintiff's Community in order to enforce the law, equip its police officers and medical services or first responders, treat the victims of opioid abuse and addiction, and provide other services.

296. Stemming the flow of illegally distributed prescription opioids, and abating the nuisance caused by the illegal flow of opioids, will help to alleviate this problem, save lives, prevent injuries and make Plaintiff's Community a safer place to live.

297. Defendants' conduct is a direct and proximate cause of deaths and injuries to the residents of Plaintiff's Community, costs borne by Plaintiff's Community and the Plaintiff, and a significant and unreasonable interference with public health, safety and welfare, and with the public's right to be free from disturbance and reasonable apprehension of danger to person and property.

298. Defendants' conduct constitutes a public nuisance and, if unabated, will continue to threaten the health, safety and welfare of the residents of Plaintiff's Community, creating an atmosphere of fear and addiction that tears at the residents' sense of well-being and security. Plaintiff has a clearly ascertainable right to abate conduct that perpetuates this nuisance.

299. Defendants created an absolute nuisance. Defendants' actions created and expanded the abuse of opioids, which are dangerously addictive, and the ensuing associated plague of prescription opioid and heroin addiction. Defendants knew the dangers to public health and safety that diversion of opioids would create in Plaintiff's Community, however, Defendants intentionally and/or unlawfully failed to maintain effective controls against diversion through proper monitoring, reporting and refusal to fill suspicious orders of opioids. Defendants intentionally and/or unlawfully distributed opioids or caused opioids to be distributed without reporting or refusing to fill suspicious orders or taking other measures to maintain effective controls against diversion. Defendants intentionally and/or unlawfully continued to ship and failed to halt suspicious orders of opioids, or caused such orders to be shipped. Defendants intentionally

and/or unlawfully marketed opioids in manners they knew to be false and misleading. Such actions were inherently dangerous.

300. Defendants knew the prescription opioids have a high likelihood of being diverted. It was foreseeable to Defendants that where Defendants distributed prescription opioids or caused such opioids to be distributed without maintaining effective controls against diversion, including monitoring, reporting, and refusing shipment of suspicious orders, that the opioids would be diverted, and create an opioid abuse nuisance in Plaintiff's Community.

301. Defendants acted with actual malice because Defendants acted with a conscious disregard for the rights and safety of other persons, and said actions have a great probability of causing substantial harm, and did cause substantial harm.

302. The damages available to the Plaintiff include, *inter alia*, recoupment of governmental costs, flowing from an ongoing and persistent public nuisance which the government seeks to abate. Defendants' conduct is ongoing and persistent, and the Plaintiff seeks all damages flowing from Defendants' conduct. Plaintiff further seeks to abate the nuisance and harm created by Defendants' conduct.

303. As a direct result of Defendants' conduct, the Plaintiff and Plaintiff's Community have suffered actual injury and damages including, but not limited to, significant expenses for first responders, as well as emergency, health, prosecution, jail, social, and other services. The Plaintiff here seeks recovery for its own harm.

304. The Plaintiff and Plaintiff's Community have sustained specific and special injuries because its damages include, *inter alia*, health services, law enforcement expenditures, and costs related to opioid addiction treatment and overdose prevention.

305. The Plaintiff further seeks to abate the nuisance created by the Defendants' unreasonable, unlawful, intentional, ongoing, continuing, and persistent actions and omissions and interference with a right common to the public.

306. Plaintiff seeks all legal and equitable relief as allowed by law, including *inter alia* abatement, compensatory damages, and punitive damages from the Defendants for the creation of a public nuisance, attorney fees and costs, and pre- and post-judgment interest.

307. Defendants' intentional and unlawful actions and omissions and unreasonable interference with a right common to the public are of a continuing nature.

308. Defendants are aware, and at a bare minimum certainly should be aware, of the unreasonable interference that their conduct has caused in the Plaintiff's community. Defendants are in the business of manufacturing or distributing prescription drugs, including opioids, which are specifically known to Defendants to be dangerous because *inter alia* these drugs are defined under federal and state law as substances posing a high potential for abuse and severe addiction. Defendants created an absolute nuisance. Defendants' actions created and expanded the abuse of opioids, drugs specifically codified as constituting severely harmful substances.

309. The public nuisance created by Defendants' actions is substantial and unreasonable – it has caused and continues to cause significant harm to the community, and the harm inflicted outweighs any offsetting benefit. The staggering rates of opioid and heroin use resulting from the Defendants' abdication of their gate-keeping and diversion prevention duties, and the Manufacturer Defendants' fraudulent marketing activities, have caused harm to the entire community that includes, but is not limited to, the following:

- a. The high rates of use leading to unnecessary opioid abuse, addiction, overdose, injuries, and deaths.

- b. Even children have fallen victim to the opioid epidemic. Easy access to prescription opioids made opioids a recreational drug of choice among teenagers. Even infants have been born addicted to opioids due to prenatal exposure, causing severe withdrawal symptoms and lasting developmental impacts.
- c. Even those residents of Plaintiffs' Community who have never taken opioids have suffered from the public nuisance arising from Defendants' abdication of their gatekeeper duties and fraudulent promotions. Many residents have endured both the emotional and financial costs of caring for loved ones addicted to or injured by opioids, and the loss of companionship, wages, or other support from family members who have used, abused, become addicted to, overdosed on, or been killed by opioids.
- d. The opioid epidemic has increased health care costs.
- e. Employers have lost the value of productive and healthy employees.
- f. Defendants' conduct created an abundance of drugs available for criminal use and fueled a new wave of addiction, abuse, and injury.
- g. Defendants' dereliction of duties and/or fraudulent misinformation campaign pushing dangerous drugs resulted in a diverted supply of narcotics to sell, and the ensuing demand of addicts to buy them. More prescription opioids sold by Defendants led to more addiction, with many addicts turning from prescription opioids to heroin. People addicted to opioids frequently require increasing levels of opioids, and many turned to heroin as a foreseeable result.
- h. The diversion of opioids into the secondary, criminal market and the increased number of individuals who abuse or are addicted to opioids increased the demands on health care services and law enforcement.
- i. The significant and unreasonable interference with the public rights caused by Defendants' conduct taxed the human, medical, public health, law enforcement, and financial resources of the Plaintiffs' Community.
- j. Defendants' interference with the comfortable enjoyment of life in the Plaintiffs' Community is unreasonable because there is little social utility to opioid diversion and abuse, and any potential value is outweighed by the gravity of the harm inflicted by Defendants' actions; and
- k. Opioid abuse and addiction has triggered property crimes throughout Plaintiff's Community as addicts search for the means to finance their addiction.

310. The Plaintiff and Plaintiff's Community have sustained specific and special injuries because its damages include *inter alia* health services, social services and first responders' expenditures, as described in this Complaint.

311. Plaintiff seeks economic losses (direct, incidental, or consequential pecuniary losses) resulting from Defendants' fraudulent activity and fraudulent misrepresentations. Plaintiff does not seek damages for the wrongful death, physical personal injury, serious emotional distress, or any physical damage to property caused by Defendants' actions.

312. Plaintiff seeks all legal and equitable relief as allowed by law, other than such damages disavowed herein, including *inter alia* injunctive relief, restitution, disgorgement of profits, compensatory and punitive damages, and all damages allowed by law to be paid by the Defendants, attorney fees and costs, and pre- and post-judgment interest.

COUNT II
RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT
18 U.S.C. 1961, *et seq.*
(Against All Defendants)

313. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth herein, and further alleges as follows.

314. Plaintiff brings this Count on behalf of itself against the following Defendants, as defined above: Purdue, Cephalon, Janssen, Endo, Mallinckrodt, Actavis, McKesson, Cardinal, and AmerisourceBergen (collectively, for purposes of this Count, the "RICO Defendants").

315. The RICO Defendants conducted and continue to conduct their business through legitimate and illegitimate means in the form of an association-in-fact enterprise and/or a legal entity enterprise. At all relevant times, the RICO Defendants were "persons" under 18 U.S.C. § 1961(3) because they are entities capable of holding, and do hold, "a legal or beneficial interest in property."

316. Section 1962(c) of RICO makes it unlawful “for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise’s affairs through a pattern of racketeering activity or collection of unlawful debt.” 18 U.S.C. § 1962(c); *United State v. Turkette*, 452 U.S. 576, 580 (1981).

317. The term “enterprise” is defined as including “any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity.” 18 U.S.C. § 1961(4); *Turkette*, 452 U.S. at 580; *Boyle v. U.S.*, 556 U.S. 938, 944 (2009). The definition of “enterprise” in Section 1961(4) includes legitimate and illegitimate enterprises within its scope. Specifically, the section “describes two separate categories of associations that come within the purview of an ‘enterprise’ -- the first encompassing organizations such as corporations, partnerships, and other ‘legal entities,’ and the second covering ‘any union or group of individuals associated in fact although not a legal entity.’” *Turkette*, 452 U.S. at 577. The second category is not a more generalized description of the first. *Id.*

318. For over a decade, the RICO Defendants aggressively sought to bolster their revenue, increase profit, and grow their share of the prescription painkiller market by unlawfully and surreptitiously increasing the volume of opioids they sold. However, the RICO Defendants are not permitted to engage in a limitless expansion of their market through the unlawful sales of regulated painkillers. As “registrants,” the RICO Defendants operated and continue to operate within the “closed-system” created under the Controlled Substances Act, 21 U.S.C. § 821, *et seq.* (the “CSA”). The CSA restricts the RICO Defendants’ ability to manufacture or distribute Schedule II substances like opioids by requiring them to: (1) register to manufacture or distribute opioids; (2) maintain effective controls against diversion of the controlled substances that they

manufacturer or distribute; (3) design and operate a system to identify suspicious orders of controlled substances, halt such unlawful sales, and report them to the DEA; and (4) make sales within a limited quota set by the DEA for the overall production of Schedule II substances like opioids.

319. The closed-system created by the CSA, including the establishment of quotas, was specifically intended to reduce or eliminate the diversion of Schedule II substances like opioids from “legitimate channels of trade” to the illicit market by controlling the quantities of the basic ingredients needed for the manufacture of [controlled substances].”¹⁴⁵

320. Finding it impossible to legally achieve their ever increasing sales ambitions, members of the Opioid Diversion Enterprise (as defined below) systematically and fraudulently violated their statutory duty to maintain effective controls against diversion of their drugs, to design and operate a system to identify suspicious orders of their drugs, to halt unlawful sales of suspicious orders, and to notify the DEA of suspicious orders.¹⁴⁶ As discussed in detail below, through the RICO Defendants’ scheme, members of the Opioid Diversion Enterprise repeatedly engaged in unlawful sales of painkillers which, in turn, artificially and illegally increased the annual production quotas for opioids allowed by the DEA.¹⁴⁷ In doing so, the RICO Defendants allowed hundreds of millions of pills to enter the illicit market which allowed them to generate obscene profits.

321. Defendants’ illegal scheme was hatched by an association-in-fact enterprise between the Manufacturer Defendants and the Distributor Defendants, and executed in perfect

¹⁴⁵ 1970 U.S.C.A.N. 4566 at 5490; *see also* Testimony of Joseph T. Rannazzisi before the Caucus on International Narcotics Control, United States Senate, May 5, 2015 (available at https://www.drugcaucus.senate.gov/sites/default/files/Rannazzisi%20Testimony_0.pdf).

¹⁴⁶ 21 U.S.C. § 823(a)(1), (b)(1); 21 C.F.R. § 1301.74(b)-(c).

¹⁴⁷ 21 C.F.R. § 1303.11(b); 21 C.F.R. § 1303.23.

harmony by each of them. In particular, each of the RICO Defendants were associated with, and conducted or participated in, the affairs of the RICO enterprise (defined below and referred to collectively as the “Opioid Diversion Enterprise”), whose purpose was to engage in the unlawful sales of opioids, deceiving the public and federal and state regulators into believing that the RICO Defendants were faithfully fulfilling their statutory obligations. The RICO Defendants’ scheme allowed them to make billions in unlawful sales of opioids and, in turn, increase and/or maintain high production quotas with the purpose of ensuring unlawfully increasing revenues, profits, and market share. As a direct result of the RICO Defendants’ fraudulent scheme, course of conduct, and pattern of racketeering activity, they were able to extract billions of dollars of revenue from the addicted American public, while entities like the Plaintiff experienced tens of millions of dollars of injury caused by the reasonably foreseeable consequences of the prescription opioid addiction epidemic. As explained in detail below, the RICO Defendants’ misconduct violated Section 1962(c) and Plaintiff is entitled to treble damages for its injuries under 18 U.S.C. § 1964(c).

322. Alternatively, the RICO Defendants were members of a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4), through which the RICO Defendants conducted their pattern of racketeering activity in this jurisdiction and throughout the United States. Specifically, the Healthcare Distribution Alliance (the “HDA”)¹⁴⁸ is a distinct legal entity that satisfies the definition of a RICO enterprise. The HDA is a non-profit corporation formed under the laws of the District of Columbia and doing business in Virginia. As a non-profit corporation, HDA qualifies as an “enterprise” within the definition set out in 18 U.S.C. § 1961(4) because it is a corporation and a legal entity.

¹⁴⁸ Health Distribution Alliance, History, Health Distribution Alliance, (last accessed on September 15, 2017), <https://www.healthcaredistribution.org/about/hda-history>.

323. On information and belief, each of the RICO Defendants is a member, participant, and/or sponsor of the HDA and utilized the HDA to conduct the Opioid Diversion Enterprise and to engage in the pattern of racketeering activity that gives rise to the Count.

324. Each of the RICO Defendants is a legal entity separate and distinct from the HDA. And, the HDA serves the interests of distributors and manufacturers beyond the RICO Defendants. Therefore, the HDA exists separately from the Opioid Diversion Enterprise, and each of the RICO Defendants exists separately from the HDA. Therefore, the HDA may serve as a RICO enterprise.

325. The legal and association-in-fact enterprises alleged in the previous and subsequent paragraphs were each used by the RICO Defendants to conduct the Opioid Diversion Enterprise by engaging in a pattern of racketeering activity. Therefore, the legal and association-in-fact enterprises alleged in the previous and subsequent paragraphs are pleaded in the alternative and are collectively referred to as the “Opioid Diversion Enterprise.”

A. THE OPIOID DIVERSION ENTERPRISE

326. Recognizing that there is a need for greater scrutiny over controlled substances due to their potential for abuse and danger to public health and safety, the United States Congress enacted the Controlled Substances Act in 1970.¹⁴⁹ The CSA and its implementing regulations created a closed-system of distribution for all controlled substances and listed chemicals.¹⁵⁰ Congress specifically designed the closed chain of distribution to prevent the diversion of legally produced controlled substances into the illicit market.¹⁵¹ As reflected in comments from United

¹⁴⁹ Joseph T. Rannazzisi Decl. ¶ 4, *Cardinal Health, Inc. v. Eric Holder, Jr., Attorney General*, D.D.C. Case No. 12-cv-185 (Document 14-2 February 10, 2012).

¹⁵⁰ See H.R. Rep. No. 91-1444, 1970 U.S.C.C.A.N. at 4566.

¹⁵¹ *Gonzalez v. Raich*, 545 U.S. 1, 12-14 (2005); 21 U.S.C. § 801(20); 21 U.S.C. §§ 821-824, 827, 880; H.R. Rep. No. 91-1444, 1970 U.S.C.C.A.N. 4566, 4572 (Sept. 10, 1970).

States Senators during deliberation on the CSA, the “[CSA] is designed to crack down hard on the narcotics pusher and the illegal diverters of pep pills and goof balls.”¹⁵² Congress was concerned with the diversion of drugs out of legitimate channels of distribution when it enacted the CSA and acted to halt the “widespread diversion of [controlled substances] out of legitimate channels into the illegal market.”¹⁵³ Moreover, the closed-system was specifically designed to ensure that there are multiple ways of identifying and preventing diversion through active participation by registrants within the drug delivery chain.¹⁵⁴ All registrants -- manufacturers and distributors alike -- must adhere to the specific security, recordkeeping, monitoring and reporting requirements that are designed to identify or prevent diversion.¹⁵⁵ When registrants at any level fail to fulfill their obligations, the necessary checks and balances collapse.¹⁵⁶ The result is the scourge of addiction that has occurred.

327. In 2006 and 2007, the DEA issued multiple letters to the Distributor Defendants reminding them of their obligation to maintain effective controls against diversion of particular controlled substances, design and operate a system to disclose suspicious orders, and to inform the

¹⁵² See H.R. Rep. No. 91-1444, 1970 U.S.C.C.A.N. at 4566; 116 Cong. Rec. 977-78 (Comments of Sen. Dodd, Jan 23, 1970).

¹⁵³ See Testimony of Joseph T. Rannazzisi before the Caucus on International Narcotics Control, United State Senate, May 5, 2015 (available at https://www.drugcaucus.senate.gov/sites/default/files/Rannazzisi%20Testimony_0.pdf).

¹⁵⁴ See Statement of Joseph T. Rannazzisi before the Caucus on International Narcotics Control United States Senate, July 18, 2012 (available at <https://www.justice.gov/sites/default/files/testimonies/witnesses/attachments/07/18/12/07-18-12-dea-rannazzisi.pdf>).

¹⁵⁵ *Id.*

¹⁵⁶ Joseph T. Rannazzisi Decl. ¶ 10, *Cardinal Health, Inc. v. Eric Holder, Jr., Attorney General*, D.D.C. Case No. 12-cv-185 (Document 14-2 February 10, 2012).

DEA of any suspicious orders.¹⁵⁷ The DEA also published suggested questions that a distributor should ask prior to shipping controlled substances, in order to “know their customers.”¹⁵⁸

328. Central to the closed-system created by the CSA was the directive that the DEA determine quotas of each basic class of Schedule I and II controlled substances each year. The quota system was intended to reduce or eliminate diversion from “legitimate channels of trade” by controlling the “quantities of the basic ingredients needed for the manufacture of [controlled substances], and the requirement of order forms for all transfers of these drugs.”¹⁵⁹ When evaluating production quotas, the DEA was instructed to consider the following information:

- a. Information provided by the Department of Health and Human Services;
- b. Total net disposal of the basic class by all manufacturers;
- c. Trends in the national rate of disposal of the basic class;
- d. An applicant’s production cycle and current inventory position;
- e. Total actual or estimated inventories of the class and of all substances manufactured from the class and trends in inventory accumulation; and

329. Other factors such as: changes in the currently accepted medical use of substances manufactured for a basic class; the economic and physical availability of raw materials; yield and sustainability issues; potential disruptions to production; and unforeseen emergencies.¹⁶⁰

¹⁵⁷ Joseph T. Rannazzisi, In Reference to Registration # RC0183080 (September 27, 2006); Joseph T. Rannazzisi, In Reference to Registration # RC0183080 (December 27, 2007).

¹⁵⁸ Suggested Questions a Distributor should ask prior to shipping controlled substances, Drug Enforcement Administration (available at https://www.deaiversion.usdoj.gov/mtgs/pharm_industry/14th_pharm/levinl_ques.pdf).

¹⁵⁹ 1970 U.S.C.C.A.N. 4566 at 5490; *see also* Testimony of Joseph T. Rannazzisi before the Caucus on International Narcotics Control, United States Senate, May 5, 2015 (available at https://www.drugcaucus.senate.gov/sites/default/files/Rannazzisi%20Testimony_0.pdf).

¹⁶⁰ *See* Testimony of Joseph T. Rannazzisi before the Caucus on International Narcotics Control, United State Senate, May 5, 2015 (available at https://www.drugcaucus.senate.gov/sites/default/files/Rannazzisi%20Testimony_0.pdf).

330. It is unlawful for a registrant to manufacture a controlled substance in Schedule II, like prescription opioids, that is (1) not expressly authorized by its registration and by a quota assigned to it by DEA, or (2) in excess of a quota assigned to it by the DEA.¹⁶¹

331. At all relevant times, the RICO Defendants operated as an association-in-fact enterprise formed for the purpose of unlawfully increasing sales, revenues and profits by disregarding their statutory duty to identify, investigate, halt and report suspicious orders of opioids and diversion of their drugs into the illicit market, in order to unlawfully increase the quotas set by the DEA and allow them to collectively benefit from the unlawful formation of a greater pool of prescription opioids from which to profit. The RICO Defendants conducted their pattern of racketeering activity in this jurisdiction and throughout the United States through this enterprise.

332. The opioid epidemic has its origins in the mid-1990s when, between 1997 and 2007, per capita purchase of methadone, hydrocodone, and oxycodone increased 13-fold, 4-fold, and 9-fold, respectively. By 2010, enough prescription opioids were sold in the United States to medicate every adult in the county with a dose of 5 milligrams of hydrocodone every 4 hours for 1 month.¹⁶² On information and belief, the Opioid Diversion Enterprise has been ongoing for at least the last decade.¹⁶³

333. The Opioid Diversion Enterprise was and is a shockingly successful endeavor. It Opioid Diversion Enterprise has been conducting business uninterrupted since its genesis. But, it

¹⁶¹ *Id.* (citing 21 U.S.C. 842(b)).

¹⁶² Keyes KM, Cerdá M, Brady JE, Havens JR, Galea S. Understanding the rural-urban differences in nonmedical prescription opioid use and abuse in the United States. *Am J Public Health.* 2014;104(2):e52-9.

¹⁶³ Matthew Perrone, [Pro-Painkiller echo chamber shaped policy amid drug epidemic](https://www.publicintegrity.org/2016/09/19/20201/pro-painkiller-echo-chamber-shaped-policy-amid-drug-epidemic), The Center for Public Integrity (September 19, 2017, 12:01 a.m.), <https://www.publicintegrity.org/2016/09/19/20201/pro-painkiller-echo-chamber-shaped-policy-amid-drug-epidemic>.

was not until recently that United States and State regulators finally began to unravel the extent of the enterprise and the toll that it exacted on the American public.

334. At all relevant times, the Opioid Diversion Enterprise: (a) had an existence separate and distinct from each RICO Defendant; (b) was separate and distinct from the pattern of racketeering in which the RICO Defendants engaged; (c) was an ongoing and continuing organization consisting of legal entities, including each of the RICO Defendants; (d) characterized by interpersonal relationships among the RICO Defendants; (e) had sufficient longevity for the enterprise to pursue its purpose; and (f) functioned as a continuing unit. *Turkette*, 452 U.S. at 580; *Boyle*, 556 U.S. at 944 (2009). Each member of the Opioid Diversion Enterprise participated in the conduct of the enterprise, including patterns of racketeering activity, and shared in the astounding growth of profits supplied by fraudulently inflating opioid sales generated as a result of the Opioid Diversion Enterprise's disregard for their duty to prevent diversion of their drugs into the illicit market and then requesting the DEA increase production quotas, all so that the RICO Defendants would have a larger pool of prescription opioids from which to profit.

335. The Opioid Diversion Enterprise also engaged in efforts to lobby against the DEA's authority to hold the RICO Defendants liable for disregarding their duty to prevent diversion. Members of the Pain Care Forum (described in greater detail below) and the Healthcare Distribution Alliance lobbied for the passage of legislation to weaken the DEA's enforcement authority. The Ensuring Patient Access and Effective Drug Enforcement Act significantly reduced the DEA's ability to issue orders to show cause and to suspend and/or revoke registrations¹⁶⁴ The

¹⁶⁴ See HDMA is now the Healthcare Distribution Alliance, Pharmaceutical Commerce, (June 13, 2016, updated July 6, 2016), <http://pharmaceuticalcommerce.com/business-and-finance/hdma-now-healthcare-distribution-alliance/>; Lenny Bernstein & Scott Higham, *Investigation: The DEA Slowed Enforcement While the Opioid Epidemic Grew Out of Control*, Wash. Post, Oct. 22, 2016, https://www.washingtonpost.com/investigations/the-dea-slowed-enforcement-while-the-opioid-epidemic-grew-out-of-control/2016/10/22/aea2bf8e-7f71-11e6-8d13-d7c704ef9fd9_story.html;

HDA and other members of the Pain Care Forum contributed substantial amounts of money to political campaigns for federal candidates, state candidates, political action committees and political parties. Plaintiff is informed and believes that the Pain Care Forum and HDA have devoted millions of dollars to lobbying efforts in recent years.

336. The Opioid Diversion Enterprise functioned by selling prescription opioids. While there are some legitimate uses and/or needs for prescription opioids, the RICO Defendants, through their illegal enterprise, engaged in a pattern of racketeering activity, that involves a fraudulent scheme to increase revenue by violating state and federal laws requiring the maintenance of effective controls against diversion of prescription opioids, and the identification, investigation, and reporting of suspicious orders of prescription opioids destined for the illicit drug market. The goal of Defendants' scheme was to increase profits from opioid sales. But, Defendants' profits were limited by the production quotas set by the DEA, so the Defendants refused to identify, investigate and/or report suspicious orders of their prescription opioids being diverted into the illicit drug market. The end result of this strategy was to increase and maintain artificially high production quotas of opioids so that there was a larger pool of opioids for Defendants to manufacture and distribute for public consumption.

337. The Opioid Diversion Enterprise engaged in, and its activities affected, interstate and foreign commerce because the enterprise involved commercial activities across states lines, such as manufacture, sale, distribution, and shipment of prescription opioids throughout the

Lenny Bernstein & Scott Higham, *Investigation: U.S. Senator Calls for Investigation of DEA Enforcement Slowdown Amid Opioid Crisis*, Wash. Post, Mar. 6, 2017, https://www.washingtonpost.com/investigations/us-senator-calls-for-investigation-of-dea-enforcement-slowdown/2017/03/06/5846ee60-028b-11e7-b1e9-a05d3c21f7cf_story.html; Eric Eyre, *DEA Agent: "We Had no Leadership" in WV Amid Flood of Pain Pills*, Charleston Gazette-Mail, Feb. 18, 2017, <http://www.wvgazettemail.com/news/20170218/dea-agent-we-had-no-leadership-in-wv-amid-flood-of-pain-pills->.

County and this jurisdiction, and the corresponding payment and/or receipt of money from the sale of the same.

338. Within the Opioid Diversion Enterprise, there were interpersonal relationships and common communication by which the RICO Defendants shared information on a regular basis. These interpersonal relationships also formed the organization of the Opioid Diversion Enterprise. The Opioid Diversion Enterprise used their interpersonal relationships and communication network for the purpose of conducting the enterprise through a pattern of racketeering activity.

339. Each of the RICO Defendants had a systematic link to each other through joint participation in lobbying groups, trade industry organizations, contractual relationships and continuing coordination of activities. The RICO Defendants participated in the operation and management of the Opioid Diversion Enterprise by directing its affairs, as described herein. While the RICO Defendants participated in, and are members of, the enterprise, they each have a separate existence from the enterprise, including distinct legal statuses, different offices and roles, bank accounts, officers, directors, employees, individual personhood, reporting requirements, and financial statements.

340. The RICO Defendants exerted substantial control over the Opioid Diversion Enterprise by their membership in the Pain Care Forum, the HDA, and through their contractual relationships.

341. The Pain Care Forum (“PCF”) has been described as a coalition of drugmakers, trade groups and dozens of non-profit organizations supported by industry funding. The PCF recently became a national news story when it was discovered that lobbyists for members of the PCF quietly shaped federal and state policies regarding the use of prescription opioids for more than a decade.

342. The Center for Public Integrity and The Associated Press obtained “internal documents shed[ding] new light on how drugmakers and their allies shaped the national response to the ongoing wave of prescription opioid abuse.”¹⁶⁵ Specifically, PCF members spent over \$740 million lobbying in the nation’s capital and in all 50 statehouses on an array of issues, including opioid-related measures.¹⁶⁶

343. Not surprisingly, each of the RICO Defendants who stood to profit from lobbying in favor of prescription opioid use is a member of and/or participant in the PCF.¹⁶⁷ In 2012, membership and participating organizations included the HDA (of which all RICO Defendants are members), Endo, Purdue, Johnson & Johnson (the parent company for Janssen Pharmaceuticals), Actavis (*i.e.*, Allergan), and Teva (the parent company of Cephalon).¹⁶⁸ Each of the Manufacturer Defendants worked together through the PCF to advance the interests of the enterprise. But, the Manufacturer Defendants were not alone. The Distributor Defendants actively participated, and continue to participate in the PCF, at a minimum, through their trade organization, the HDA.¹⁶⁹ Plaintiff is informed and believes that the Distributor Defendants participated directly in the PCF as well.

¹⁶⁵ Matthew Perrone, Pro-Painkiller echo chamber shaped policy amid drug epidemic, The Center for Public Integrity (September 19, 2017, 12:01 a.m.), <https://www.publicintegrity.org/2016/09/19/20201/pro-painkiller-echo-chamber-shaped-policy-amid-drug-epidemic> (emphasis added).

¹⁶⁶ *Id.*

¹⁶⁷ PAIN CARE FORUM 2012 Meetings Schedule, (last updated December 2011), <https://assets.documentcloud.org/documents/3108982/PAIN-CARE-FORUM-Meetings-Schedule-amp.pdf>

¹⁶⁸ *Id.* Plaintiff is informed and believes that Mallinckrodt became an active member of the PCF sometime after 2012.

¹⁶⁹ *Id.* The Executive Committee of the HDA (formerly the HDMA) currently includes the Chief Executive Officer, Pharmaceutical Segment for Cardinal Health, Inc., the Group President, Pharmaceutical Distribution and Strategic Global Source for AmerisourceBergen Corporation, and the President, U.S. Pharmaceutical for McKesson Corporation. Executive Committee, Healthcare Distribution Alliance (accessed on September 14, 2017), <https://www.healthcaredistribution.org/about/executive-committee>.

344. The 2012 Meeting Schedule for the Pain Care Forum is particularly revealing on the subject of the Defendants' interpersonal relationships. The meeting schedule indicates that meetings were held in the D.C. office of Powers Pyles Sutter & Verville on a monthly basis, unless otherwise noted. Local members were "encouraged to attend in person" at the monthly meetings. And, the meeting schedule indicates that the quarterly and year-end meetings included a "Guest Speaker."

345. The 2012 Pain Care Forum Meeting Schedule demonstrates that each of the Defendants participated in meetings on a monthly basis, either directly or through their trade organization, in a coalition of drugmakers and their allies whose sole purpose was to shape the national response to the ongoing prescription opioid epidemic, including the concerted lobbying efforts that the PCF undertook on behalf of its members.

346. Second, the HDA -- or Healthcare Distribution Alliance -- led to the formation of interpersonal relationships and an organization between the RICO Defendants. Although the entire HDA membership directory is private, the HDA website confirms that each of the Distributor Defendants and the Manufacturer Defendants named in the Complaint, including Actavis (*i.e.*, Allergan), Endo, Purdue, Mallinckrodt and Cephalon were members of the HDA.¹⁷⁰ And, the HDA and each of the Distributor Defendants, eagerly sought the active membership and participation of the Manufacturer Defendants by advocating that one of the benefits of membership included the ability to develop direct relationships between Manufacturers and Distributors at high executive levels.

¹⁷⁰ Manufacturer Membership, Healthcare Distribution Alliance, (accessed on September 14, 2017), <https://www.healthcaredistribution.org/about/membership/manufacturer>.

347. In fact, the HDA touted the benefits of membership to the Manufacturer Defendants, advocating that membership included the ability to, among other things, “network one on one with manufacturer executives at HDA’s members-only Business and Leadership Conference,” “networking with HDA wholesale distributor members,” “opportunities to host and sponsor HDA Board of Directors events,” “participate on HDA committees, task forces and working groups with peers and trading partners,” and “make connections.”¹⁷¹ Clearly, the HDA and the Distributor Defendants believed that membership in the HDA was an opportunity to create interpersonal and ongoing organizational relationships between the Manufacturers and Defendants.

348. The application for manufacturer membership in the HDA further indicates the level of connection that existed between the RICO Defendants.¹⁷² The manufacturer membership application must be signed by a “senior company executive,” and it requests that the manufacturer applicant identify a key contact and any additional contacts from within its company. The HDA application also requests that the manufacturer identify its current distribution information and its most recent year end net sales through any HDA distributors, including but not limited to, Defendants AmerisourceBergen, Cardinal Health, and McKesson.¹⁷³

349. After becoming members, the Distributors and Manufacturers were eligible to participate on councils, committees, task forces and working groups, including:

¹⁷¹ Manufacturer Membership Benefits, Healthcare Distribution Alliance, (accessed on September 14, 2017), <https://www.healthcaredistribution.org/~media/pdfs/membership/manufacturer-membership-benefits.ashx?la=en>.

¹⁷² Manufacturer Membership Application, Healthcare Distribution Alliance, (accessed on September 14, 2017), <https://www.healthcaredistribution.org/~media/pdfs/membership/manufacturer-membership-application.ashx?la=en>.

¹⁷³ *Id.*

- a. Industry Relations Council: “This council, composed of distributor and manufacturer members, provides leadership on pharmaceutical distribution and supply chain issues.”¹⁷⁴
- b. Business Technology Committee: “This committee provides guidance to HDA and its members through the development of collaborative e-commerce business solutions. The committee’s major areas of focus within pharmaceutical distribution include information systems, operational integration and the impact of e-commerce.” Participation in this committee includes distributors and manufacturer members.¹⁷⁵
- c. Health, Beauty and Wellness Committee: “This committee conducts research, as well as creates and exchanges industry knowledge to help shape the future of the distribution for health, beauty and wellness/consumer products in the healthcare supply chain.” Participation in this committee includes distributors and manufacturer members.¹⁷⁶
- d. Logistics Operation Committee: “This committee initiates projects designed to help members enhance the productivity, efficiency and customer satisfaction within the healthcare supply chain. Its major areas of focus include process automation, information systems, operational integration, resource management and quality improvement.” Participation in this committee includes distributors and manufacturer members.¹⁷⁷
- e. Manufacturer Government Affairs Advisory Committee: “This committee provides a forum for briefing HDA’s manufacturer members on federal and state legislative and regulatory activity affecting the pharmaceutical distribution channel. Topics discussed include such issues as prescription drug traceability, distributor licensing, FDA and DEA regulation of distribution, importation and Medicaid/Medicare reimbursement.” Participation in this committee includes manufacturer members.¹⁷⁸
- f. Bar Code Task Force: Participation includes Distributor, Manufacturer and Service Provider Members.¹⁷⁹
- g. eCommerce Task Force: Participation includes Distributor, Manufacturer and Service Provider Members.¹⁸⁰

¹⁷⁴ Councils and Committees, Healthcare Distribution Alliance, (accessed on September 14, 2017), <https://www.healthcaredistribution.org/about/councils-and-committees>

¹⁷⁵ *Id.*

¹⁷⁶ *Id.*

¹⁷⁷ *Id.*

¹⁷⁸ *Id.*

¹⁷⁹ *Id.*

¹⁸⁰ *Id.*

- h. ASN Working Group: Participation includes Distributor, Manufacturer and Service Provider Members.¹⁸¹

350. Contracts and Chargebacks Working Group: “This working group explores how the contract administration process can be streamlined through process improvements or technical efficiencies. It also creates and exchanges industry knowledge of interest to contract and chargeback professionals.” Participation includes Distributor and Manufacturer Members.¹⁸²

351. The councils, committees, task forces and working groups provided the Manufacturer and Distributor Defendants with the opportunity to work closely together in shaping their common goals and forming the enterprise’s organization.

352. The HDA also offers a multitude of conferences, including annual business and leadership conferences. The HDA, and the Distributor Defendants advertise these conferences to the Manufacturer Defendants as an opportunity to “bring together high-level executives, thought leaders and influential managers . . . to hold strategic business discussions on the most pressing industry issues.”¹⁸³ The conferences also gave the Manufacturer and Distributor Defendants “unmatched opportunities to network with [their] peers and trading partners at all levels of the healthcare distribution industry.”¹⁸⁴ The HDA and its conferences were significant opportunities for the Manufacturer and Distributor Defendants to interact at a high-level of leadership. And, it

¹⁸¹ *Id.*

¹⁸² *Id.*

¹⁸³ Business and Leadership Conference – Information for Manufacturers, Healthcare Distribution Alliance, (accessed on September 14, 2017), <https://www.healthcaredistribution.org/events/2015-business-and-leadership-conference/blc-for-manufacturers>.

¹⁸⁴ *Id.*

is clear that the Manufacturer Defendants embraced this opportunity by attending and sponsoring these events.¹⁸⁵

353. Third, the RICO Defendants maintained their interpersonal relationships by working together and exchanging information and driving the unlawful sales of their opioids through their contractual relationships, including chargebacks and vault security programs.

354. The Manufacturer Defendants engaged in an industry-wide practice of paying rebates and/or chargebacks to the Distributor Defendants for sales of prescription opioids.¹⁸⁶ As reported in the Washington Post, identified by Senator McCaskill, and acknowledged by the HDA, there is an industry-wide practice whereby the Manufacturers paid the Distributors rebates and/or chargebacks on their prescription opioid sales.¹⁸⁷ On information and belief, these contracts were negotiated at the highest levels, demonstrating ongoing relationships between the Manufacturer and Distributor Defendants. In return for the rebates and chargebacks, the Distributor Defendants provided the Manufacturer Defendants with detailed information regarding their prescription opioid sales, including purchase orders, acknowledgements, ship notices, and invoices.¹⁸⁸ The Manufacturer Defendants used this information to gather high-level data regarding overall

¹⁸⁵ 2015 Distribution Management Conference and Expo, Healthcare Distribution Alliance, (accessed on September 14, 2017), <https://www.healthcaredistribution.org/events/2015-distribution-management-conference>.

¹⁸⁶ Lenny Bernstein & Scott Higham, The government's struggle to hold opioid manufacturers accountable, The Washington Post, (April 2, 2017), https://www.washingtonpost.com/graphics/investigations/dea-mallinckrodt/?utm_term=.b24cc81cc356; *see also*, Letter from Sen. Claire McCaskill, (July 27, 2017), <https://www.mccaskill.senate.gov/imo/media/image/july-opioid-investigation-letter-manufacturers.png>; Letter from Sen. Claire McCaskill, (July 27, 2017), <https://www.mccaskill.senate.gov/imo/media/image/july-opioid-investigation-letter-manufacturers.png>; Letters From Sen. Claire McCaskill, (March 28, 2017), <https://www.mccaskill.senate.gov/opioid-investigation>; Purdue Managed Markets, Purdue Pharma, (accessed on September 14, 2017), <http://www.purduepharma.com/payers/managed-markets/>.

¹⁸⁷ *Id.*

¹⁸⁸ Webinars, Healthcare Distribution Alliance, (accessed on September 14, 2017), <https://www.healthcaredistribution.org/resources/webinar-leveraging-edi>.

distribution and direct the Distributor Defendants on how to most effectively sell the prescription opioids.

355. The contractual relationships among the RICO Defendants also include vault security programs. The RICO Defendants are required to maintain certain security protocols and storage facilities for the manufacture and distribution of their opiates. Plaintiff is informed and believes that manufacturers negotiated agreements whereby the Manufacturers installed security vaults for Distributors in exchange for agreements to maintain minimum sales performance thresholds. Plaintiff is informed and believes that these agreements were used by the RICO Defendants as a tool to violate their reporting and diversion duties in order to reach the required sales requirements.

356. Taken together, the interaction and length of the relationships between and among the Manufacturer and Distributor Defendants reflects a deep level of interaction and cooperation between two groups in a tightly knit industry. The Manufacturer and Distributor Defendants were not two separate groups operating in isolation or two groups forced to work together in a closed system. The RICO Defendants operated together as a united entity, working together on multiple fronts, to engage in the unlawful sale of prescription opioids. The HDA and the Pain Care Forum are but two examples of the overlapping relationships, and concerted joint efforts to accomplish common goals and demonstrates that the leaders of each of the RICO Defendants was in communication and cooperation.

357. According to articles published by the Center for Public Integrity and The Associated Press, the Pain Care Forum -- whose members include the Manufacturers and the Distributors' trade association has been lobbying on behalf of the Manufacturers and Distributors

for “more than a decade.”¹⁸⁹ And, from 2006 to 2016 the Distributors and Manufacturers worked together through the Pain Care Forum to spend over \$740 million lobbying in the nation’s capital and in all 50 statehouses on issues including opioid-related measures.¹⁹⁰ Similarly, the HDA has continued its work on behalf of Distributors and Manufacturers, without interruption, since at least 2000, if not longer.¹⁹¹

358. As described above, the RICO Defendants began working together as early as 2006 through the Pain Care Forum and/or the HDA to promote the common purpose of their enterprise. Plaintiff is informed and believes that the RICO Defendants worked together as an ongoing and continuous organization throughout the existence of their enterprise.

B. CONDUCT OF THE OPIOID DIVERSION ENTERPRISE

359. During the time period alleged in this Complaint, the RICO Defendants exerted control over, conducted and/or participated in the Opioid Diversion Enterprise by fraudulently failing to comply with their Federal and State obligations to identify, investigate and report suspicious orders of opioids in order to prevent diversion of those highly addictive substances into the illicit market, to halt such unlawful sales and, in doing so, to increase production quotas and generate unlawful profits, as follows:

360. Defendants disseminated false and misleading statements to the public claiming that they were complying with their obligations to maintain effective controls against diversion of their prescription opioids.

¹⁸⁹ Matthew Perrone, Pro-Painkiller echo chamber shaped policy amid drug epidemic, The Center for Public Integrity (September 19, 2017, 12:01 a.m.), <https://www.publicintegrity.org/2016/09/19/20201/pro-painkiller-echo-chamber-shaped-policy-amid-drug-epidemic>.

¹⁹⁰ *Id.*

¹⁹¹ HDA History, Healthcare Distribution Alliance, (accessed on September 14, 2017), <https://www.healthcaredistribution.org/about/hda-history>.

361. Defendants disseminated false and misleading statements to the public claiming that they were complying with their obligations to design and operate a system to disclose to the registrant suspicious orders of their prescription opioids.

362. Defendants disseminated false and misleading statements to the public claiming that they were complying with their obligation to notify the DEA of any suspicious orders or diversion of their prescription opioids.

363. Defendants paid nearly \$800 million dollars to influence local, state and federal governments through joint lobbying efforts as part of the Pain Care Forum. The RICO Defendants were all members of their Pain Care Forum either directly or indirectly through the HDA. The lobbying efforts of the Pain Care Forum and its members, included efforts to pass legislation making it more difficult for the DEA to suspend and/or revoke the Manufacturers' and Distributors' registrations for failure to report suspicious orders of opioids.

364. The RICO Defendants exercised control and influence over the distribution industry by participating and maintaining membership in the HDA.

365. The RICO Defendants applied political and other pressure on the DOJ and DEA to halt prosecutions for failure to report suspicious orders of prescription opioids and lobbied Congress to strip the DEA of its ability to immediately suspend registrations pending investigation by passing the "Ensuring Patient Access and Effective Drug Enforcement Act."¹⁹²

¹⁹² See HDMA is now the Healthcare Distribution Alliance, Pharmaceutical Commerce, (June 13, 2016, updated July 6, 2016), <http://pharmaceuticalcommerce.com/business-and-finance/hdma-now-healthcare-distribution-alliance/>; Lenny Bernstein & Scott Higham, *Investigation: The DEA Slowed Enforcement While the Opioid Epidemic Grew Out of Control*, Wash. Post, Oct. 22, 2016, https://www.washingtonpost.com/investigations/the-dea-slowed-enforcement-while-the-opioid-epidemic-grew-out-of-control/2016/10/22/aca2bf8e-7f71-11e6-8d13-d7c704ef9fd9_story.html; Lenny Bernstein & Scott Higham, *Investigation: U.S. Senator Calls for Investigation of DEA Enforcement Slowdown Amid Opioid Crisis*, Wash. Post, Mar. 6, 2017, https://www.washingtonpost.com/investigations/us-senator-calls-for-investigation-of-dea-enforcement-slowdown/2017/03/06/5846ee60-028b-11e7-b1e9-a05d3c21f7cf_story.html; Eric Eyre, *DEA Agent: "We Had no Leadership" in WV Amid Flood of Pain Pills*, Charleston Gazette-Mail, Feb. 18, 2017, <http://www.wvgazettemail.com/news/20170218/dea-agent-we-had-no-leadership-in-wv-amid-flood-of-pain-pills->

366. The RICO Defendants engaged in an industry-wide practice of paying rebates and chargebacks to incentivize unlawful opioid prescription sales. Plaintiff is informed and believes that the Manufacturer Defendants used the chargeback program to acquire detailed high-level data regarding sales of the opioids they manufactured. And, Plaintiff is informed and believes that the Manufacturer Defendants used this high-level information to direct the Distributor Defendants' sales efforts to regions where prescription opioids were selling in larger volumes.

367. The Manufacturer Defendants lobbied the DEA to increase Aggregate Production Quotas, year after year by submitting net disposal information that the Manufacturer Defendants knew included sales that were suspicious and involved the diversion of opioids that had not been properly investigated or reported by the RICO Defendants.

368. The Distributor Defendants developed "know your customer" questionnaires and files. This information, compiled pursuant to comments from the DEA in 2006 and 2007 was intended to help the RICO Defendants identify suspicious orders or customers who were likely to divert prescription opioids.¹⁹³ On information and belief, the "know your customer" questionnaires informed the RICO Defendants of the number of pills that the pharmacies sold, how many non-controlled substances are sold compared to controlled substances, whether the pharmacy buys from other distributors, the types of medical providers in the area, including pain clinics, general practitioners, hospice facilities, cancer treatment facilities, among others, and these questionnaires put the recipients on notice of suspicious orders.

¹⁹³ Suggested Questions a Distributor should ask prior to shipping controlled substances, Drug Enforcement Administration (available at https://www.dea.gov/diversion/industry/14th_pharm/levin1_qes.pdf); Richard Widup, Jr., Kathleen H. Dooley, Esq. Pharmaceutical Production Diversion: Beyond the PDMA, Purdue Pharma and McQuite Woods LLC, (available at https://www.mcquirewoods.com/news-resources/publications/lifesciences/product_diversion_beyond_pdma.pdf).

369. The RICO Defendants refused to identify, investigate and report suspicious orders to the DEA when they became aware of the same despite their actual knowledge of drug diversion rings. The RICO Defendants refused to identify suspicious orders and diverted drugs despite the DEA issuing final decisions against the Distributor Defendants in 178 registrant actions between 2008 and 2012¹⁹⁴ and 117 recommended decision in registrant actions from The Office of Administrative Law Judges. These numbers include 76 actions involving orders to show cause and 41 actions involving immediate suspension orders -- all for failure to report suspicious orders.¹⁹⁵

370. Defendants' scheme had decision-making structure that was driven by the Manufacturer Defendants and corroborated by the Distributor Defendants. The Manufacturer Defendants worked together to control the State and Federal Government's response to the manufacture and distribution of prescription opioids by increasing production quotas through a systematic refusal to maintain effective controls against diversion, and identify suspicious orders and report them to the DEA.

371. The RICO Defendants worked together to control the flow of information and influence state and federal governments and political candidates to pass legislation that was pro-opioid. The Manufacturer and Distributor Defendants did this through their participation in the Pain Care Forum and Healthcare Distributors Alliance.

372. The RICO Defendants also worked together to ensure that the Aggregate Production Quotas, Individual Quotas and Procurement Quotas allowed by the DEA stayed high and ensured that suspicious orders were not reported to the DEA. By not reporting suspicious orders or diversion of prescription opioids, the RICO Defendants ensured that the DEA had no

¹⁹⁴ Evaluation and Inspections Div., Office of the Inspector Gen., U.S. Dep't of Justice, *The Drug Enforcement Administration's Adjudication of Registrant Actions* 6 (2014), <https://oig.justice.gov/reports/2014/e1403.pdf>.

¹⁹⁵ *Id.*

basis for refusing to increase or decrease the production quotas for prescription opioids due to diversion of suspicious orders. The RICO Defendants influenced the DEA production quotas in the following ways:

- a. The Distributor Defendants assisted the enterprise and the Manufacturer Defendants in their lobbying efforts through the Pain Care Forum;
- b. The Distributor Defendants invited the participation, oversight and control of the Manufacturer Defendants by including them in the HDA, including on the councils, committees, task forces, and working groups;
- c. The Distributor Defendants provided sales information to the Manufacturer Defendants regarding their prescription opioids, including reports of all opioids prescriptions filled by the Distributor Defendants;
- d. The Manufacturer Defendants used a chargeback program to ensure delivery of the Distributor Defendants' sales information;
- e. The Manufacturer Defendants obtained sales information from QuintilesIMS (formerly IMS Health) that gave them a "stream of data showing how individual doctors across the nation were prescribing opioids."¹⁹⁶
- f. The Distributor Defendants accepted rebates and chargebacks for orders of prescription opioids;
- g. The Manufacturer Defendants used the Distributor Defendants' sales information and the data from QuintilesIMS to instruct the Distributor Defendants to focus their distribution efforts to specific areas where the purchase of prescription opioids was most frequent;
- h. The RICO Defendants identified suspicious orders of prescription opioids and then continued filling those unlawful orders, without reporting them, knowing that they were suspicious and/or being diverted into the illicit drug market;
- i. The RICO Defendants refused to report suspicious orders of prescription opioids despite repeated investigation and punishment of the Distributor Defendants by the DEA for failure to report suspicious orders; and
- j. The RICO Defendants withheld information regarding suspicious orders and illicit diversion from the DEA because it would have revealed that the "medical need" for and the net disposal of their drugs did not justify the production quotas set by the DEA.

¹⁹⁶ Harriet Ryan, et al., More than 1 million OxyContin pills ended up in the hands of criminals and addicts. What the drugmaker knew, Los Angeles Times, (July 10, 2016), <http://www.latimes.com/projects/la-me-oxycontin-part2/>

373. The scheme devised and implemented by the RICO Defendants amounted to a common course of conduct characterized by a refusal to maintain effective controls against diversion, and all designed and operated to ensure the continued unlawful sale of controlled substances.

C. PATTERN OF RACKETEERING ACTIVITY.

374. The RICO Defendants conducted and participated in the conduct of the Opioid Diversion Enterprise through a pattern of racketeering activity as defined in 18 U.S.C. § 1961(B), including mail fraud (18 U.S.C. § 1341) and wire fraud (18 U.S.C. § 1343); and 18 U.S.C. § 1961(D) by the felonious manufacture, importation, receiving, concealment buying selling, or otherwise dealing in a controlled substance or listed chemical (as defined in section 102 of the Controlled Substance Act), punishable under any law of the United States.

1. The RICO Defendants Engaged in Mail and Wire Fraud.

375. The RICO Defendants carried out, or attempted to carry out, a scheme to defraud federal and state regulators, and the American public by knowingly conducting or participating in the conduct of the Opioid Diversion Enterprise through a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961(1) that employed the use of mail and wire facilities, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud).

376. The RICO Defendants committed, conspired to commit, and/or aided and abetted in the commission of at least two predicate acts of racketeering activity (i.e. violations of 18 U.S.C. §§ 1341 and 1343) within the past ten years. The multiple acts of racketeering activity that the RICO Defendants committed, or aided and abetted in the commission of, were related to each other, posed a threat of continued racketeering activity, and therefore constitute a “pattern of racketeering activity.” The racketeering activity was made possible by the RICO Defendants’ regular use of the facilities, services, distribution channels, and employees of the Opioid Diversion

Enterprise. The RICO Defendants participated in the scheme to defraud by using mail, telephone and the Internet to transmit mailings and wires in interstate or foreign commerce.

377. The RICO Defendants used, directed the use of, and/or caused to be used, thousands of interstate mail and wire communications in service of their scheme through virtually uniform misrepresentations, concealments and material omissions regarding their compliance with their mandatory reporting requirements and the actions necessary to carry out their unlawful goal of selling prescription opioids without reporting suspicious orders or the diversion of opioids into the illicit market.

378. In devising and executing the illegal scheme, the RICO Defendants devised and knowingly carried out a material scheme and/or artifice to defraud by means of materially false or fraudulent pretenses, representations, promises, or omissions of material facts. For the purpose of executing the illegal scheme, the RICO Defendants committed these racketeering acts, which number in the thousands, intentionally and knowingly with the specific intent to advance the illegal scheme.

379. The RICO Defendants' predicate acts of racketeering (18 U.S.C. § 1961(1)) include, but are not limited to:

- a. Mail Fraud: The RICO Defendants violated 18 U.S.C. § 1341 by sending or receiving, or by causing to be sent and/or received, materials via U.S. mail or commercial interstate carriers for the purpose of executing the unlawful scheme to design, manufacture, market, and sell the prescription opioids by means of false pretenses, misrepresentations, promises, and omissions.
- b. Wire Fraud: The RICO Defendants violated 18 U.S.C. § 1343 by transmitting and/or receiving, or by causing to be transmitted and/or received, materials by wire for the purpose of executing the unlawful scheme to design, manufacture, market, and sell the prescription opioids by means of false pretenses, misrepresentations, promises, and omissions.

380. The RICO Defendants' use of the mail and wires includes, but is not limited to, the transmission, delivery, or shipment of the following by the Manufacturers, Distributors, or third

parties that were foreseeably caused to be sent as a result of the RICO Defendants' illegal scheme, including but not limited to:

- a. The prescription opioids themselves;
- b. Documents and communications that facilitated the manufacture, purchase and unlawful sale of prescription opioids;
- c. Defendants' DEA registrations;
- d. Documents and communications that supported and/or facilitated Defendants' DEA registrations;
- e. Documents and communications that supported and/or facilitated the Defendants' request for higher aggregate production quotas, individual production quotas, and procurement quotas;
- f. Defendants' records and reports that were required to be submitted to the DEA pursuant to 21 U.S.C. § 827;
- g. Documents and communications related to the Defendants' mandatory DEA reports pursuant to 21 U.S.C. § 823 and 21 C.F.R. § 1301.74;
- h. Documents intended to facilitate the manufacture and distribution of Defendants' prescription opioids, including bills of lading, invoices, shipping records, reports and correspondence;
- i. Documents for processing and receiving payment for prescription opioids;
- j. Payments from the Distributors to the Manufacturers;
- k. Rebates and chargebacks from the Manufacturers to the Distributors;
- l. Payments to Defendants' lobbyists through the Pain Care Forum;
- m. Payments to Defendants' trade organizations, like the HDA, for memberships and/or sponsorships;
- n. Deposits of proceeds from Defendants' manufacture and distribution of prescription opioids; and
- o. Other documents and things, including electronic communications.

381. On information and belief, the RICO Defendants (and/or their agents), for the purpose of executing the illegal scheme, sent and/or received (or caused to be sent and/or received)

by mail or by private or interstate carrier, shipments of prescription opioids and related documents by mail or by private carrier affecting interstate commerce, including the following:

382. Purdue manufactures multiple forms of prescription opioids, including but not limited to: OxyContin, MS Contin, Dilaudid/Dilaudid HP, Butrans, Hysingla ER, and Targiniq ER. Purdue manufactured and shipped these prescription opioids to the Distributor Defendants in this jurisdiction.

383. The Distributor Defendants shipped Purdue's prescription opioids throughout this jurisdiction.

384. Cephalon manufactures multiple forms of prescription opioids, including but not limited to: Actiq and Fentora. Cephalon manufactured and shipped these prescription opioids to the Distributor Defendants in this jurisdiction.

385. The Distributor Defendants shipped Teva's prescription opioids throughout this jurisdiction.

386. Janssen manufactures prescription opioids known as Duragesic. Janssen manufactured and shipped its prescription opioids to the Distributor Defendants in this jurisdiction.

387. The Distributor Defendants shipped Janssen's prescription opioids throughout this jurisdiction.

388. Endo manufactures multiple forms of prescription opioids, including but not limited to: Opana/Opana ER, Percodan, Percocet, and Zydone. Endo manufactured and shipped its prescription opioids to the Distributor Defendants in this jurisdiction.

389. The Distributor Defendants shipped Janssen's prescription opioids throughout this jurisdiction.

390. Actavis manufactures multiple forms of prescription opioids, including but not limited to: Kadin and Norco, as well as generic versions of the drugs known as Kadian, Duragesic and Opana. Actavis manufactured and shipped its prescription opioids to the Distributor Defendants in this jurisdiction.

391. The Distributor Defendants shipped Actavis' prescription opioids throughout this jurisdiction.

392. Mallinckrodt manufactures multiple forms of prescription opioids, including but not limited to: Exalgo and Roxicodone.

393. The Distributor Defendants shipped Mallinckrodt's prescription opioids throughout this jurisdiction.

394. The RICO Defendants also used the internet and other electronic facilities to carry out their scheme and conceal the ongoing fraudulent activities. Specifically, the RICO Defendants made misrepresentations about their compliance with Federal and State laws requiring them to identify, investigate and report suspicious orders of prescription opioids and/or diversion of the same into the illicit market.

395. At the same time, the RICO Defendants misrepresented the superior safety features of their order monitoring programs, ability to detect suspicious orders, commitment to preventing diversion of prescription opioids and that they complied with all state and federal regulations regarding the identification and reporting of suspicious orders of prescription opioids.

396. Plaintiff is also informed and believes that the RICO Defendants utilized the internet and other electronic resources to exchange communications, to exchange information regarding prescription opioid sales, and to transmit payments and rebates/chargebacks.

397. The RICO Defendants also communicated by U.S. Mail, by interstate facsimile, and by interstate electronic mail and with various other affiliates, regional offices, regulators, distributors, and other third-party entities in furtherance of the scheme.

398. The mail and wire transmissions described herein were made in furtherance of Defendants' scheme and common course of conduct to deceive regulators and the public that Defendants were complying with their state and federal obligations to identify and report suspicious orders of prescription opioids all while Defendants were knowingly allowing millions of doses of prescription opioids to divert into the illicit drug market. The RICO Defendants' scheme and common course of conduct was intended to increase or maintain high production quotas for their prescription opioids from which they could profit.

399. Many of the precise dates of the fraudulent uses of the U.S. mail and interstate wire facilities have been deliberately hidden, and cannot be alleged without access to Defendants' books and records. But, Plaintiff has described the types of, and in some instances, occasions on which the predicate acts of mail and/or wire fraud occurred. They include thousands of communications to perpetuate and maintain the scheme, including the things and documents described in the preceding paragraphs.

400. The RICO Defendants did not undertake the practices described herein in isolation, but as part of a common scheme. These actions violate 18 U.S.C. § 1962(c). Various other persons, firms, and corporations, including third-party entities and individuals not named as defendants in this Complaint, may have contributed to and/or participated in the scheme with the RICO Defendants in these offenses and have performed acts in furtherance of the scheme to increase revenues, increase market share, and /or minimize the losses for the RICO Defendants.

401. The RICO Defendants aided and abetted others in the violations of the above laws, thereby rendering them indictable as principals in the 18 U.S.C. §§ 1341 and 1343 offenses.

402. The RICO Defendants hid from the general public, and suppressed and/or ignored warnings from third parties, whistleblowers and governmental entities, about the reality of the suspicious orders that the RICO Defendants were filling on a daily basis -- leading to the diversion of a tens of millions of doses of prescriptions opioids into the illicit market.

403. The RICO Defendants, with knowledge and intent, agreed to the overall objective of their fraudulent scheme and participated in the common course of conduct to commit acts of fraud and indecency in manufacturing and distributing prescription opioids.

404. Indeed, for the Defendants' fraudulent scheme to work, each of the Defendants had to agree to implement similar tactics regarding marketing prescription opioids and refusing to report suspicious orders.

405. As described herein, the RICO Defendants engaged in a pattern of related and continuous predicate acts for years. The predicate acts constituted a variety of unlawful activities, each conducted with the common purpose of obtaining significant monies and revenues from the sale of their highly addictive and dangerous drugs. The predicate acts also had the same or similar results, participants, victims, and methods of commission. The predicate acts were related and not isolated events.

406. The predicate acts all had the purpose of generating significant revenue and profits for the RICO Defendants while Plaintiff was left with substantial injury to its business through the damage that the prescription opioid epidemic caused. The predicate acts were committed or caused to be committed by the RICO Defendants through their participation in the Opioid Diversion Enterprise and in furtherance of its fraudulent scheme.

407. The pattern of racketeering activity alleged herein and the Opioid Diversion Enterprise are separate and distinct from each other. Likewise, Defendants are distinct from the enterprise.

408. The pattern of racketeering activity alleged herein is continuing as of the date of this Complaint and, upon information and belief, will continue into the future unless enjoined by this Court.

409. Many of the precise dates of the RICO Defendants' criminal actions at issue here have been hidden and cannot be alleged without access to Defendants' books and records. Indeed, an essential part of the successful operation of the Opioids Addiction and Opioid Diversion Enterprise alleged herein depended upon secrecy.

410. Each instance of racketeering activity alleged herein was related, had similar purposes, involved the same or similar participants and methods of commission, and had similar results affecting similar victims, including consumers in this jurisdiction and the Plaintiff. Defendants calculated and intentionally crafted the Opioid Diversion Enterprise and their scheme to increase and maintain their increased profits, without regard to the effect such behavior would have on consumers in this jurisdiction, its citizens or the Plaintiff. In designing and implementing the scheme, at all times Defendants were cognizant of the fact that those in the manufacturing and distribution chain rely on the integrity of the pharmaceutical companies and ostensibly neutral third parties to provide objective and reliable information regarding Defendants' products and their manufacture and distribution of those products. The Defendants were also aware that Plaintiff and the citizens of this jurisdiction rely on the Defendants to maintain a closed system and to protect against the non-medical diversion and use of their dangerously addictive opioid drugs.

411. By intentionally refusing to report and halt suspicious orders of their prescription opioids, Defendants engaged in a fraudulent scheme and unlawful course of conduct constituting a pattern of racketeering activity.

412. It was foreseeable to Defendants that refusing to report and halt suspicious orders, as required by the CSA and Code of Federal Regulations, would harm Plaintiff by allowing the flow of prescriptions opioids from appropriate medical channels into the illicit drug market.

413. The last racketeering incident occurred within five years of the commission of a prior incident of racketeering.

2. The RICO Defendants Manufactured, Sold and/or Dealt in Controlled Substances and Their Crimes Are Punishable as Felonies.

414. The RICO Defendants conducted and participated in the conduct of the affairs of the Opioid Diversion Enterprise through a pattern of racketeering activity as defined in 18 U.S.C. § 1961(D) by the felonious manufacture, importation, receiving, concealment, buying, selling, or otherwise dealing in a controlled substance or listed chemical (as defined in section 102 of the Controlled Substance Act), punishable under any law of the United States.

415. The RICO Defendants committed crimes that are punishable as felonies under the laws of the United States. Specifically, 21 U.S.C. § 483(a)(4) makes it unlawful for any person to knowingly or intentionally furnish false or fraudulent information in, or omit any material information from, any application, report, record or other document required to be made, kept or filed under this subchapter. A violation of section 483(a)(4) is punishable by up to four years in jail, making it a felony. 21 U.S.C. § 483(d)(1).

416. Each of the RICO Defendants qualify as registrants under the CSA. Their status as registrants under the CSA requires that they maintain effective controls against diversion of controlled substances in schedule I or II, design and operate a system to disclose to the registrant

suspicious orders of controlled substances, and inform the DEA of suspicious orders when discovered by the registrant. 21 U.S.C. § 823; 21 C.F.R. § 1301.74(b).

417. Pursuant to the CSA and the Code of Federal Regulations, the RICO Defendants were required to make reports to the DEA of any suspicious orders identified through the design and operation of their system to disclose suspicious orders.

418. The RICO Defendants knowingly and intentionally furnished false or fraudulent information in their reports to the DEA about suspicious orders, and/or omitted material information from reports, records and other document required to be filed with the DEA including the Manufacturer Defendants' applications for production quotas. Specifically, the RICO Defendants were aware of suspicious orders of prescription opioids and the diversion of their prescription opioids into the illicit market, and failed to report this information to the DEA in their mandatory reports and their applications for production quotas.

419. For example, The DEA and DOJ began investigating McKesson in 2013 regarding its monitoring and reporting of suspicious controlled substances orders. On April 23, 2015, McKesson filed a Form-8-K announcing a settlement with the DEA and DOJ wherein it admitted to violating the CSA and agreed to pay \$150 million and have some of its DEA registrations suspended on a staggered basis. The settlement was finalized on January 17, 2017.¹⁹⁷

420. Purdue's experience in Los Angeles is another striking example of Defendants' willful violation of the CSA and Code of Federal Regulations as it relates to reporting suspicious orders of prescription opioids. In 2016, the Los Angeles Times reported that Purdue was aware of

¹⁹⁷ McKesson, McKesson Finalizes Settlement with U.S. Department of Justice and U.S. Drug Enforcement Administration to Resolve Past Claims, About McKesson / Newsroom / Press Releases, (January 17, 2017), <http://www.mckesson.com/about-mckesson/newsroom/press-releases/2017/mckesson-finalizes-settlement-with-doj-and-dea-to-resolve-past-claims/>.

a pill mill operating out of Los Angeles yet failed to alert the DEA.¹⁹⁸ The LA Times uncovered that Purdue began tracking a surge in prescriptions in Los Angeles, including one prescriber in particular. A Purdue sales manager spoke with company officials in 2009 about the prescriber, asking “Shouldn’t the DEA be contacted about this?” and adding that she felt “very certain this is an organized drug ring.”¹⁹⁹ Despite knowledge of the staggering amount of pills being issued in Los Angeles, and internal discussion of the problem, “Purdue did not shut off the supply of highly addictive OxyContin and did not tell authorities what it knew about Lake Medical until several years later when the clinic was out of business and its leaders indicted. By that time, 1.1 million pills had spilled into the hands of Armenian mobsters, the Crips gang and other criminals.”²⁰⁰

421. Finally, Mallinckrodt was recently the subject of a DEA and Senate investigation for its opioid practices. Specifically, in 2011, the DEA targeted Mallinckrodt arguing that it ignored its responsibility to report suspicious orders as 500 million of its pills ended up in Florida between 2008 and 2012.²⁰¹ After six years of DEA investigation, Mallinckrodt agreed to a settlement involving a \$35 million fine. Federal prosecutors summarized the case by saying that Mallinckrodt’s response was that everyone knew what was going on in Florida but they had no duty to report it.²⁰²

¹⁹⁸ Harriet Ryan, et al., More than 1 million OxyContin pills ended up in the hands of criminals and addicts. What the drugmaker knew, Los Angeles Times, (July 10, 2016), <http://www.latimes.com/projects/la-me-oxycontin-part2/>.

¹⁹⁹ *Id.*

²⁰⁰ *Id.*

²⁰¹ Lenny Bernstein & Scott Higham, The government’s struggle to hold opioid manufacturers accountable, The Washington Post, (April 2, 2017), https://www.washingtonpost.com/graphics/investigations/dea-mallinckrodt/?utm_term=.b24cc81cc356. This number accounted for 66% of all oxycodone sold in the state of Florida during that time.

²⁰² *Id.*

422. Plaintiff is informed and believes that the foregoing examples reflect the RICO Defendants' pattern and practice of willfully and intentionally omitting information from their mandatory reports to the DEA as required by 21 C.F.R. § 1301.74. This conclusion is supported by the sheer volume of enforcement actions available in the public record against the Distributor Defendants.²⁰³ For example:

423. On April 24, 2007, the DEA issued an *Order to Show Cause and Immediate Suspension Order* against the AmerisourceBergen Orlando, Florida distribution center ("Orlando Facility") alleging failure to maintain effective controls against diversion of controlled substances. On June 22, 2007, AmerisourceBergen entered into a settlement that resulted in the suspension of its DEA registration;

424. On November 28, 2007, the DEA issued an *Order to Show Cause and Immediate Suspension Order* against the Cardinal Health Auburn, Washington Distribution Center ("Auburn Facility") for failure to maintain effective controls against diversion of hydrocodone;

425. On December 5, 2007, the DEA issued an *Order to Show Cause and Immediate Suspension Order* against the Cardinal Health Lakeland, Florida Distribution Center ("Lakeland Facility") for failure to maintain effective controls against diversion of hydrocodone;

426. On December 7, 2007, the DEA issued an *Order to Show Cause and Immediate Suspension Order* against the Cardinal Health Swedesboro, New Jersey Distribution Center ("Swedesboro Facility") for failure to maintain effective controls against diversion of hydrocodone;

²⁰³ Evaluation and Inspections Div., Office of the Inspector Gen., U.S. Dep't of Justice, *The Drug Enforcement Administration's Adjudication of Registrant Actions* 6 (2014), <https://oig.justice.gov/reports/2014/e1403.pdf>.

427. On January 30, 2008, the DEA issued an *Order to Show Cause and Immediate Suspension Order* against the Cardinal Health Stafford, Texas Distribution Center (“Stafford Facility”) for failure to maintain effective controls against diversion of hydrocodone;

428. On May 2, 2008, McKesson Corporation entered into an *Administrative Memorandum of Agreement* (“2008 MOA”) with the DEA which provided that McKesson would “maintain a compliance program designed to detect and prevent the diversion of controlled substances, inform DEA of suspicious orders required by 21 C.F.R. § 1301.74(b), and follow the procedures established by its Controlled Substance Monitoring Program”;

429. On September 30, 2008, Cardinal Health entered into a *Settlement and Release Agreement and Administrative Memorandum of Agreement* with the DEA related to its Auburn Facility, Lakeland Facility, Swedesboro Facility and Stafford Facility. The document also referenced allegations by the DEA that Cardinal failed to maintain effective controls against the diversion of controlled substances at its distribution facilities located in McDonough, Georgia (“McDonough Facility”), Valencia, California (“Valencia Facility”) and Denver, Colorado (“Denver Facility”);

430. On February 2, 2012, the DEA issued an *Order to Show Cause and Immediate Suspension Order* against the Cardinal Health Lakeland, Florida Distribution Center (“Lakeland Facility”) for failure to maintain effective controls against diversion of oxycodone;

431. On December 23, 2016, Cardinal Health agreed to pay a \$44 million fine to the DEA to resolve the civil penalty portion of the administrative action taken against its Lakeland, Florida Distribution Center; and

432. On January 5, 2017, McKesson Corporation entered into an *Administrative Memorandum Agreement* with the DEA wherein it agreed to pay a \$150,000,000 civil penalty for

violation of the 2008 MOA as well as failure to identify and report suspicious orders at its facilities in Aurora CO, Aurora IL, Delran NJ, LaCrosse WI, Lakeland FL, Landover MD, La Vista NE, Livonia MI, Methuen MA, Santa Fe Springs CA, Washington Courthouse OH and West Sacramento CA.

433. These actions against the Distributor Defendants confirm that the Distributors knew they had a duty to maintain effective controls against diversion, design and operate a system to disclose suspicious orders, and to report suspicious orders to the DEA. These actions also demonstrate, on information and belief, that the Manufacturer Defendants were aware of the enforcement against their Distributors and the diversion of the prescription opioids and a corresponding duty to report suspicious orders.

434. The pattern of racketeering activity alleged herein is continuing as of the date of this Complaint and, upon information and belief, will continue into the future unless enjoined by this Court.

435. Many of the precise dates of Defendants' criminal actions at issue herein were hidden and cannot be alleged without access to Defendants' books and records. Indeed, an essential part of the successful operation of the Opioid Diversion Enterprise depended upon the secrecy of the participants in that enterprise.

436. Each instance of racketeering activity alleged herein was related, had similar purposes, involved the same or similar participants and methods of commission, and had similar results affecting similar victims, including consumers in this jurisdiction and the Plaintiff. Defendants calculated and intentionally crafted the diversion scheme to increase and maintain profits from unlawful sales of opioids, without regard to the effect such behavior would have on this jurisdiction, its citizens or the Plaintiff. The Defendants were aware that Plaintiff and the

citizens of this jurisdiction rely on the Defendants to maintain a closed system of manufacturing and distribution to protect against the non-medical diversion and use of their dangerously addictive opioid drugs.

437. By intentionally refusing to report and halt suspicious orders of their prescription opioids, Defendants engaged in a fraudulent scheme and unlawful course of conduct constituting a pattern of racketeering activity.

438. It was foreseeable to Defendants that refusing to report and halt suspicious orders, as required by the CSA and Code of Federal Regulations would harm Plaintiff by allowing the flow of prescriptions opioids from appropriate medical channels into the illicit drug market.

439. The last racketeering incident occurred within five years of the commission of a prior incident of racketeering.

D. DAMAGES

440. The RICO Defendants' violations of law and their pattern of racketeering activity directly and proximately caused Plaintiff injury in its business and property because Plaintiff paid for costs associated with the opioid epidemic, as described above in language expressly incorporated herein by reference.

441. Plaintiff's injuries, and those of her citizens, were proximately caused by Defendants' racketeering activities. But for the RICO Defendants' conduct, Plaintiff would not have paid the health services, social services and first responders' services and expenditures required as a result of the plague of drug-addicted residents.

442. Plaintiff's injuries and those of its citizens were directly caused by the RICO Defendants' racketeering activities.

443. Plaintiff was most directly harmed and there is no other Plaintiff better suited to seek a remedy for the economic harms at issue here.

444. Plaintiff seeks all legal and equitable relief as allowed by law, including *inter alia* actual damages, treble damages, equitable relief, forfeiture as deemed proper by the Court, attorney's fees and all costs and expenses of suit and pre- and post-judgment interest.

COUNT III
RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT
18 U.S.C. 1962(d), et seq.
(Against All Defendants)

445. Plaintiff hereby incorporates by reference all other paragraphs of this Complaint as if fully set forth herein, and further alleges as follows.

446. Plaintiff brings this claim on its own behalf against all RICO Defendants. At all relevant times, the RICO Defendants were associated with the Opioid Diversion Enterprise and agreed and conspired to violate 18 U.S.C. § 1962(c), that is, they agreed to conduct and participate, directly and indirectly, in the conduct of the affairs of the Opioid Diversion Enterprise through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(d). Under Section 1962(d) it is unlawful for “any person to conspire to violate” Section 1962(d), among other provisions. 18 U.S.C. § 1962(d).

447. Defendants conspired to violate Section 1962(c), as alleged more fully above, by conducting the affairs of the Opioid Diversion Enterprise through a pattern of racketeering activity, as incorporated by reference below.

A. THE OPIOID DIVERSION ENTERPRISE.

448. For efficiency and avoiding repetition, for purposes of this claim, Plaintiff incorporates by reference the paragraphs set forth above concerning the “Opioid Diversion Enterprise.”

B. CONDUCT OF THE OPIOID DIVERSION ENTERPRISE.

449. For efficiency and avoiding repetition, for purposes of this claim, Plaintiff incorporates by reference the paragraphs set forth above concerning the “Conduct of the Opioid Diversion Enterprise.”

C. PATTERN OF RACKETEERING ACTIVITY.

450. For efficiency and avoiding repetition, for purposes of this claim, Plaintiff incorporates by reference the paragraphs set forth above concerning the “Pattern of Racketeering Activity.”

D. DAMAGES.

451. The RICO Defendants’ violations of law and their pattern of racketeering activity directly and proximately caused Plaintiff injury in its business and property because Plaintiff paid for costs associated with the opioid epidemic, as described above in language expressly incorporated herein by reference.

452. Plaintiff’s injuries, and those of her citizens, were proximately caused by the RICO Defendants’ racketeering activities. But for the RICO Defendants’ conduct, Plaintiff would not have paid the health services, social services, and first responders’ services and expenditures required as a result of the plague of drug-addicted residents.

453. Plaintiff’s injuries and those of her citizens were directly caused by the RICO Defendants’ racketeering activities.

454. Plaintiff was most directly harmed and there is no other Plaintiff better suited to seek a remedy for the economic harms at issue here.

455. Plaintiff seeks all legal and equitable relief as allowed by law, including inter alia actual damages, treble damages, equitable relief, forfeiture as deemed proper by the Court, attorney’s fees and all costs and expenses of suit and pre- and post-judgment interest.

COUNT IV
NEGLIGENCE AND NEGLIGENT MISREPRESENTATION
(Against All Defendants)

456. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth here, and further alleges as follows.

457. Plaintiff seeks economic damages which were the foreseeable result of Defendants' intentional and/or unlawful actions and omissions.

458. Under State law, to establish actionable negligence, one must show in addition to the existence of a duty, a breach of that duty, and injury resulting proximately therefrom. All such essential elements exist here.

459. Each Defendant had an obligation to exercise reasonable care in manufacturing, marketing, selling, and distributing highly dangerous opioid drugs to the State and Plaintiff's Community.

460. Each Defendant had an obligation to exercise due care in manufacturing, marketing, selling, and distributing highly dangerous opioid drugs in the State and Plaintiff's Community.

461. The existence of a duty depends on the foreseeability of the injury. Each Defendant owed a duty to the Plaintiff and to Plaintiff's Community because the injuries alleged herein was foreseeable, and in fact foreseen, by the Defendants.

462. Reasonably prudent manufacturers and distributors of prescription opioids would have anticipated that the scourge of opioid addiction would wreak havoc on communities, and the significant costs which would be imposed upon the governmental entities associated with those communities. The closed system of opioid distribution whereby wholesale distributors are the gatekeepers between manufacturers and pharmacies, and wherein all links in the chain have a duty to prevent diversion, exists for the purpose of controlling dangerous substances such as opioids and preventing diversion and abuse.

463. Reasonably prudent manufacturers of pharmaceutical products would know that aggressively pushing highly addictive opioids for chronic pain would result in the severe harm of addiction, foreseeably causing patients to seek increasing levels of opioids, frequently turning to the illegal drug market as a result of a drug addiction that was foreseeable to the Manufacturer Defendants.

464. Moreover, Defendants were repeatedly warned by law enforcement of the unlawfulness and consequences of their actions and omissions.

465. The escalating amounts of addictive drugs flowing through Defendants' businesses, and the sheer volume of these prescription opioids, further alerted Defendants that addiction was fueling increased consumption and that legitimate medical purposes were not being served.

466. As described above in language expressly incorporated herein, Distributor Defendants breached their duties to exercise due care in the business of wholesale distribution of dangerous opioids, which are Schedule II Controlled Substances, by failing to monitor for, failing to report, and filling highly suspicious orders time and again. Because the very purpose of these duties was to prevent the resulting harm – diversion of highly addictive drugs for non-medical purposes – the causal connection between Defendants' breach of duties and the ensuing harm was entirely foreseeable.

467. As described elsewhere in the Complaint in language expressly incorporated herein, Distributor Defendants misrepresented their compliance with their duties under the law and concealed their noncompliance and shipments of suspicious orders of opioids to Plaintiff's Community and destinations from which they knew opioids were likely to be diverted into Plaintiff's Community, in addition to other misrepresentations alleged and incorporated herein.

468. As described elsewhere in the Complaint in language expressly incorporated herein, Manufacturer Defendants breached their duties to exercise due care in the business of pharmaceutical manufacturers of dangerous opioids, which are Schedule II Controlled Substances, and by misrepresenting the nature of the drugs and aggressively promoting them for chronic pain for which they knew the drugs were not safe or suitable.

469. The Manufacturer Defendants misrepresented and concealed the addictive nature of prescription opioids and its lack of suitability for chronic pain, in addition to other misrepresentations alleged and incorporated herein.

470. All Defendants breached their duties to prevent diversion and report and halt suspicious orders, and all Defendants misrepresented their compliance with their legal duties.

471. Defendants' breaches were intentional and/or unlawful, and Defendants' conduct was willful, wanton, malicious, reckless, oppressive, and/or fraudulent.

472. The causal connection between Defendants' breaches of duties and misrepresentations and the ensuing harm was entirely foreseeable.

473. As described above in language expressly incorporated herein, Defendants' breaches of duty and misrepresentations bear a causal connection with, and/or proximately resulted in the damages sought herein.

474. The Defendants supplied information to the Plaintiff and its citizens; the Defendants intended for the Plaintiff and its citizens to rely on such information; the information was false; the Defendants failed to use reasonable care or competence in obtaining or communicating the information; the Plaintiff and its citizens relied on such information and had no other or actual means to determine its falsity; was denied the opportunity to investigate; could

not have learned of the true facts by the exercise of reasonable diligence; and such reliance has caused financial damage to the Plaintiff and will continue to do so in the future.

475. Defendants were selling dangerous drugs statutorily categorized as posing a high potential for abuse and severe dependence. Defendants' knowingly traded in drugs that presented a high degree of danger if prescribed incorrectly or diverted to other than medical, scientific, or industrial channels. However, Defendants breached their duties to monitor for, report, and halt suspicious orders, breached their duties to prevent diversion, and, further, misrepresented what their duties were and their compliance with their legal duties.

476. Defendants' unlawful and/or intentional actions constitute negligence under State law.

477. Plaintiff seeks economic losses (direct, incidental, or consequential pecuniary losses) resulting from Defendants' actions and omissions. Plaintiff does not seek damages for the wrongful death, physical personal injury, serious emotional distress, or any physical damage to property caused by Defendants' actions.

478. Plaintiff seeks all legal and equitable relief as allowed by law, other than such damages disavowed herein, including *inter alia* injunctive relief, restitution, disgorgement of profits, compensatory and punitive damages, and all damages allowed by law to be paid by the Defendants, attorney fees and costs, and pre- and post-judgment interest.

COUNT V
NEGLIGENCE PER SE
(Against All Defendants)

479. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth here, and further alleges as follows.

480. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth here, and further alleges as follows.

481. The North Carolina controlled substances laws and regulations are public safety laws. Each Defendant had a duty under, *inter alia*, these laws maintain effective controls against diversion of prescription opioids and to guard against, prevent, and report suspicious orders of opioids. Plaintiff and Plaintiffs' Community are within the class of persons intended to be protected by these laws.

482. Defendants' actions and omissions in violation of the law constitute negligence *per se*.

483. Defendants' actions and omissions were intentional and/or unlawful, and Defendants acted with actual malice.

484. It was foreseeable that the breach of duty described herein would result in the economic damages for which Plaintiff seeks recovery.

485. As described above in language expressly incorporated herein, Defendants breached their duties to maintain effective controls against diversion of dangerously addictive opioids, including violating public safety statutes requiring that as wholesale drug distributors, Defendants could only distribute these dangerous drugs under a closed system – a system Defendants were responsible for guarding.

486. As described above in language expressly incorporated herein, Defendants' breach of statutory and regulatory duties caused, bear a causal connection with, and proximately resulted in, harm and damages sought by the Plaintiff.

487. Plaintiff seeks economic losses (direct, incidental, or consequential pecuniary losses) resulting from Defendants' negligence *per se*. Plaintiff does not seek damages for the

wrongful death, physical personal injury, serious emotional distress, or any physical damage to property caused by Defendants' actions.

488. Plaintiff seeks all legal and equitable relief as allowed by law, except as expressly disavowed herein, including *inter alia* injunctive relief, restitution, disgorgement of profits, compensatory and punitive damages, and all damages allowed by law to be paid by the Distributor Defendants, attorney fees and costs, and pre- and post-judgment interest.

COUNT VI
DECEPTIVE TRADE PRACTICES
COMMON LAW AND NORTH CAROLINA GENERAL STATUTES 75-1 *et seq.*
(Against All Defendants)

489. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth here, and further alleges as follows.

490. Plaintiff asserts this action on its behalf and on behalf of the Lee County public.

491. Defendants violated N.C. Gen. Stat. 75-1 *et seq.*, because they engaged in deceptive trade practices in this State. Defendants' actions also violated North Carolina common law.

492. Defendants committed and are committing repeated and willful unfair or deceptive acts or practices, and unconscionable trade practices, in the conduct of, and in or affecting, commerce.

493. Each Defendant failed to report suspicious orders of and/or prevent the diversion of highly addictive prescription drugs to illegal sources.

494. Because of the dangerously addictive nature of these drugs, the Defendants' manufacturing, marketing, sales, and/or distribution practices unlawfully caused an opioid and heroin plague and epidemic in the State and Plaintiff's Community. Each Defendant had a non-delegable duty to guard against and prevent the diversion of prescription opioids to other than legitimate medical, scientific, and industrial channels.

495. The Defendants also omitted material facts, causing confusion or misunderstanding as to approval or certification of goods or services.

496. The Defendants failed to disclose the material facts that *inter alia* they were not in compliance with laws and regulations requiring that they maintain a system to prevent diversion, protect against addiction and severe harm, and specifically monitor, investigate, report, and refuse suspicious orders. But for these material factual omissions, Defendants would not have been able to sell opioids, and the Distributor Defendants would not have been able to receive and renew licenses to sell opioids.

497. As alleged herein, each Manufacturer Defendant wrongfully represented that the opioid prescription medications they manufactured, marketed, and sold had characteristics, uses, or benefits that they do not have.

498. The Manufacturer Defendants also wrongfully misrepresented that the opioids were safe and effective when such representations were untrue, false, and misleading.

499. The Manufacturer Defendants engaged in an improper and unlawful rebate scheme to unfairly target specific markets and increase sales volume.

500. The Manufacturer Defendants also used exaggeration and/or ambiguity as to material facts and omitted material facts, which tended to deceive and/or did in fact deceive.

501. Because of the dangerously addictive nature of these drugs, which the Manufacturer Defendants concealed and misrepresented, they lacked medical value, and in fact caused addiction and overdose deaths; therefore, Defendants' sales and marketing of opioids constituted a violation of State law.

502. The Manufacturer Defendants made deceptive representations about the use of opioids to treat chronic non-cancer pain. Each Manufacturer Defendant also omitted or concealed

material facts and failed to correct prior misrepresentations and omissions about the risks and benefits of opioids. Each Defendant's omissions rendered even their seemingly truthful statements about opioids deceptive.

503. Defendants' unfair, deceptive, and unconscionable representations, concealments, and omissions were reasonably calculated to deceive the State, the public, Plaintiff's Community, and Plaintiff.

504. As described more specifically above, Defendants' representations, concealments, and omissions constitute a willful course of conduct which continues to this day.

505. The damages which Plaintiff seeks to recover were sustained as a direct and proximate cause of the Manufacturer and Distributor Defendants' intentional and/or unlawful actions and omissions.

506. Defendants' actions and omissions in the course of marketing, selling, and distributing prescriptions opioids constituted deceptive trade practices under applicable law.

507. It is unlawful to represent that goods or services have sponsorship, approval, characteristics, uses, or benefits that they do not have. It is unlawful to represent that goods are of a standard, quality, or grade if they are of another.

508. Defendants have engaged in repeated and willful unfair or deceptive acts or practices, and unconscionable trade practices, in the conduct of commerce in this State and in Plaintiff's Community.

509. Each Defendant failed to report and/or prevent the diversion of highly addictive prescription drugs.

510. Because of the dangerously addictive nature of these drugs, the Distributor Defendants' manufacturing, marketing, sales, and distribution practices unlawfully caused an

opioid and heroin plague and epidemic in the State and Plaintiff's Community. Each Defendant had a non-delegable duty to guard against and prevent the diversion of prescription opioids to other than legitimate medical, scientific, and industrial channels.

511. The Defendants also omitted material facts, causing confusion or misunderstanding as to approval or certification of goods or services.

512. The Defendants failed to disclose the material facts that *inter alia* they were not in compliance with laws and regulations requiring that they maintain a system to prevent diversion, protect against addiction and severe harm, and specifically monitor, investigate, report, and refuse suspicious orders. But for these material factual omissions, Defendants would not have been able to sell opioids, and the Distributor Defendants would not have been able to receive and renew licenses to sell opioids.

513. As alleged herein, each Manufacturer Defendant wrongfully represented that the opioid prescription medications they manufactured, marketed, and sold had characteristics, uses, or benefits that they do not have.

514. The Manufacturer Defendants also wrongfully misrepresented that the opioids were safe and effective when such representations were untrue, false, and misleading.

515. The Manufacturer Defendants also used **exaggeration** and/or ambiguity as to material facts and omitted material facts, which had a tendency to deceive and/or did in fact deceive.

516. Because of the dangerously addictive nature of these drugs, which the Manufacturer Defendants concealed and misrepresented, they lacked medical value, and in fact caused addiction and overdose deaths; therefore, Defendants' sales and marketing of opioids constituted a violation of State law.

517. The Manufacturer Defendants made deceptive representations about the use of opioids to treat chronic non-cancer pain. Each Manufacturer Defendant also omitted or concealed material facts and failed to correct prior misrepresentations and omissions about the risks and benefits of opioids. Each Defendant's omissions rendered even their seemingly truthful statements about opioids deceptive.

518. Defendants acted intentionally and/or unlawfully.

519. Defendants' actions were directed toward the Plaintiff and proximately caused injury to Plaintiff, as alleged herein.

520. Defendants' actions affected commerce and constituted commercial activity.

521. Plaintiff seeks all damages pursuant to N.C. Gen. Stat. § 75-1, *et seq.*, tabled, and attorneys fees, for injuries sustained because of Defendants' violation of statutory and common law, and all legal and equitable relief as allowed by law, including *inter alia* injunctive relief, restitution, disgorgement of profits, compensatory and punitive damages, and all damages allowed by law to be paid by the Defendants, attorney fees and costs, and pre- and post-judgment interest.

522. Defendants' violations of Federal law, regulations, and statutes constitute *per se* violations of N.C. Gen. Stat. § 75-1, *et seq.*

COUNT VII
CIVIL CONSPIRACY
(Against All Defendants)

523. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth here, and further alleges as follows.

524. As set forth herein, Defendants engaged in an agreement and a civil conspiracy to create an absolute public nuisance in conjunction with their unlawful distribution and diversion of opioids into the State and Plaintiff's Community.

525. As set forth herein, Defendants engaged in a civil conspiracy to commit fraud and misrepresentation in conjunction with their unlawful distribution and diversion of opioids into the State and Plaintiff's Community.

526. Distributor and Manufacturer Defendants unlawfully failed to act to prevent diversion and failed to monitor for, report, and prevent suspicious orders of opioids.

527. The Manufacturer Defendants further unlawfully marketed opioids in the State and Plaintiffs' Community in furtherance of that conspiracy, or if they were performing lawful acts, did them in an unlawful manner.

528. Defendants' conspiracy and acts in furtherance thereof are alleged in greater detail earlier in the complaint, including, without limitation, in Plaintiff's racketeering allegations. Such allegations are incorporated herein.

529. Defendants acted with a common understanding or design to commit unlawful acts, as alleged herein, and acted purposely, without a reasonable or lawful excuse, to create the injuries alleged herein.

530. Defendants acted with malice, purposely, intentionally, unlawfully, and without a reasonably or lawful excuse.

531. Defendants' conspiracy, and Defendants' actions and omissions in furtherance thereof, caused the direct and foreseeable losses alleged herein.

532. Plaintiff seeks economic losses (direct, incidental, or consequential pecuniary losses) resulting from Defendants' civil conspiracy. Plaintiff does not seek damages for the wrongful death, physical personal injury, serious emotional distress, or any physical damage to property caused by Defendants' actions.

533. Plaintiff seeks all legal and equitable relief as allowed by law, except as expressly disavowed herein, including *inter alia* injunctive relief, restitution, disgorgement of profits, compensatory and punitive damages, and all damages allowed by law to be paid by the Distributor Defendants, attorney fees and costs, and pre- and post-judgment interest.

**COUNT VIII
FRAUD AND FRAUDULENT MISREPRESENTATION
(Against All Defendants)**

534. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth here, and further alleges as follows.

535. Defendants violated their general duty not to actively deceive, and have made knowingly false statements and have omitted and/or concealed information which made statements Defendants did make knowingly false. Defendants acted intentionally and/or unlawfully.

536. As alleged herein, Defendants made false statements regarding their compliance with state and federal law regarding their duties to prevent diversion, their duties to monitor, report and halt suspicious orders, and/or concealed their noncompliance with these requirements.

537. As alleged herein, the Manufacturer Defendants engaged in false representations and concealments of material fact regarding the use of opioids to treat chronic non-cancer pain.

538. As alleged herein, Defendants knowingly and/or intentionally made representations that were false. Defendants had a duty to disclose material facts and concealed them. These false representations and concealed facts were material to the conduct and actions at issue. Defendants made these false representations and concealed facts with knowledge of the falsity of their representations, and did so with the intent of misleading Plaintiff, Plaintiff's community, the public, and persons on whom Plaintiff relied.

539. These false representations and concealments were reasonably calculated to deceive Plaintiff, Plaintiff's Community, and the physicians who prescribed opioids for persons in Plaintiff's Community, were made with the intent to deceive, and did in fact deceive these persons, Plaintiff, Plaintiff's Community and the physicians.

540. Plaintiff, Plaintiff's Community, and the physicians who prescribed opioids reasonably relied on these false representations and concealments of material fact.

541. Plaintiff justifiably relied on Defendants' representations and/or concealments, both directly and indirectly. Plaintiff's injuries were proximately caused by this reliance.

542. Due to Defendants' concealment and tortious acts, Plaintiff could not have learned of the true facts by exercise of reasonable diligence.

543. The injuries alleged by Plaintiff herein were sustained as a direct and proximate cause of Defendants' fraudulent conduct.

544. Plaintiff seeks economic losses (direct, incidental, or consequential pecuniary losses) resulting from Defendants' fraudulent activity, including fraudulent misrepresentations and fraudulent concealment. Plaintiff does not seek damages for the wrongful death, physical personal injury, serious emotional distress, or any physical damage to property caused by Defendants' actions.

545. Plaintiff seeks all legal and equitable relief as allowed by law, except as expressly disavowed herein, including *inter alia* injunctive relief, restitution, disgorgement of profits, compensatory and punitive damages, and all damages allowed by law to be paid by the Distributor Defendants, attorney fees and costs, and pre- and post-judgment interest.

PUNITIVE DAMAGES

546. Plaintiff re-alleges all paragraphs of this Complaint as if set forth fully herein.

547. By engaging in the above-described unfair acts or practices, Defendants acted with actual malice, wantonly, and oppressively. Defendants acted with conscious disregard to the rights of others and/or in a reckless, wanton, willful, or gross manner. Defendants acted with a prolonged indifference to the adverse consequences of their actions and/or omissions. Defendants acted with a conscious disregard for the rights and safety of others in a manner that had a great probability of causing substantial harm.

548. Here, Defendants were selling dangerous drugs statutorily categorized as posing a high potential for abuse and severe dependence. Thus, Defendants knowingly traded in drugs that presented a high degree of danger if prescribed incorrectly or diverted to other than legitimate medical, scientific, or industrial channels. Because of the severe level of danger posed by, and indeed visited upon the State and Plaintiff's Community by, these dangerous drugs, Defendants owed a high duty of care to ensure that these drugs were only used for proper medical purposes. Defendants chose profit over prudence, and the safety of the community, and an award of punitive damages is appropriate, as punishment and a deterrence.

549. By engaging in the above-described wrongful conduct, Defendants also engaged in willful misconduct and exhibited an entire want of care that would raise the presumption of a conscious indifference to consequences.

I. RELIEF

WHEREFORE, the Plaintiff respectfully prays that this Court grant the following relief:

550. Entering Judgment in favor of the Plaintiff in a final order against each of the Defendants, jointly and severally;

551. Enjoining the Defendants and their employees, officers, directors, agents, successors, assignees, merged or acquired predecessors, parent or controlling entities, subsidiaries,

and all other persons acting in concert or participation with it, from engaging in unfair or deceptive practices in violation of law and ordering temporary, preliminary or permanent injunction;

552. Ordering that Defendants compensate the Plaintiff for past and future costs to abate the ongoing public nuisance caused by the opioid epidemic;

553. Ordering Defendants to fund an “abatement fund” for the purposes of abating the opioid nuisance;

554. Awarding actual damages, treble damages, punitive damages, injunctive and equitable relief, forfeiture as deemed proper by the Court, and attorney fees and all costs and expenses of suit, including pursuant to Plaintiff’s racketeering claims;

555. Awarding the Plaintiff the damages caused by the opioid epidemic, including (A) costs for providing medical care, additional therapeutic and other treatments for patients suffering from opioid-related addiction (Naloxone) or disease (Sexually Transmitted Diseases and Hepatitis C), including overdoses and deaths; (B) costs for providing treatment, counseling, and rehabilitation services; (C) costs for providing treatment of infants born with opioid-related medical conditions; (D) costs for providing care for children whose parents suffer from opioid-related disability or incapacitation; and (E) costs associated with law enforcement and public safety relating to the opioid epidemic; and other damages as outlined herein or to be determined.

556. Awarding judgment against the Defendants requiring Defendants to pay punitive damages;

557. Granting the Plaintiff:

- a. The cost of investigation, reasonable attorneys’ fees, and all costs and expenses;
- b. Pre-judgment and post-judgment interest; and,
- c. All other relief as provided by law and/or as the Court deems appropriate and just.

Dated: _____, 2019

Respectfully Submitted,

LEE COUNTY,
By Counsel

/s/ _____

Michael J. Fuller, Jr. (admitted *pro hac vice*)
MCHUGH FULLER LAW GROUP, PLLC
97 Elias Whiddon Rd.
Hattiesburg, MS 39402
Tel: 601-261-2220
Fax: 601-261-2481
Email: mike@mchughfuller.com

J. Burton LeBlanc, IV (*pro hac vice* pending)
BARON & BUDD, P.C.
3102 Oak Lawn Avenue, Suite 1100
Dallas, TX 75219
Tel.: 214-521-3605
Fax: 214-520-1181
Email: bleblanc@baronbudd.com

James C. Peterson (*pro hac vice* pending)
**HILL, PETERSON, CARPER, BEE & DEITZLER,
PLLC**
NorthGate Business Park
500 Tracy Way
Charleston, WV 25311
304-345-5667
304-345-1519 fax
Email: jcpeterson@hpcdb.com

Paul T. Farrell, Jr. (*pro hac vice* pending)
**GREENE, KETCHUM, FARRELL,
BAILEY & TWEEL, LLP**
419 - 11th Street (25701)/ P.O. Box 2389
Huntington, WV 25724-2389
Phone: 800.479.0053 or 304.525.9115
Fax: 304.529.3284
Email: paul@greeneketchum.com

Peter J. Mougey (*pro hac vice* pending)
**LEVIN, PAPANTONIO, THOMAS, MITCHELL,
RAFFERTY & PROCTOR, P.A.**
316 S. Baylen Street, Suite 600
Pensacola, FL 32502-5996
850.435.7068 (office)
850.436.6068 (fax)
Email: pmougey@levinlaw.com

Anthony J. Majestro, Esq.
(*pro hac vice* pending)
POWELL & MAJESTRO, PLLC
405 Capitol Street, Suite P-1200
Charleston, WV 25301
304-346-2889 / 304-346-2895 (f)
Email: amajestro@powellmajestro.com



ITEM #:

VI. A.

LEE COUNTY AGENDA ABSTRACT

BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: March 18, 2019

SUBJECT: Consideration of two offers to purchase property located at 0 W Forest Oakes Drive SR 1469 PIN 9667-87-8477-00, Lee County North Carolina

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	To consider two offers to purchase property located at 0 W Forest Oakes Drive SR1469, PIN 9667-87-8477-00, Lee County North Carolina from Wayne Langston and Michael Jones.
BUDGET IMPACT	N/A
ATTACHMENTS	Tax card, amount owed on the property, map of the property, deed to the County, Offer form Michael Jones, Resolution, Offer from Wayne Langston, Resolution
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Pleasure of the Board.
SUMMARY	

The County of Lee foreclosed, by a sheriff's deed, on the property located at PIN 9667-87-8477-00 in 1989. Currently, what is owed on the property is \$3,156.93, which includes the taxes and attorney fees owed. The Current tax value of the property \$15,400.00. Wayne Langston, on behalf of Coast2Coast Group submitted an offer of \$500.00 on July 31, 2018 and submitted his advertising costs on October 29, 2018. He has paid the requisite 5% deposit and advertising costs. Michael Jones submitted an offer of \$4,000.00 on February 28, 2019 and has paid the requisite 5% deposit and advertising costs. We determined the property is landlocked and have informed both potential buyers.

If the Commissioners wish to sell this property it will be sold through the upset bid procedure as set out in the attached resolution. The Commissioners must first declare the property as surplus, then authorize staff to accept one of the initial offers from either Wayne Langston or Michael Jones and authorize staff to advertise the offer in *The Sanford Herald*. We will ask for sealed bids and if a qualifying bid is received, the Board also authorizes staff to continue to advertise the qualifying bid until no further qualifying bid is received. The last final high qualifying bid received will go back to the Board for final approval before the property can be sold.

PAFID: 966787847700
LEE COUNTY

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: 966787847700 /
Tax Year: 2018
Tax Jurisdiction: FDR : DEEP RIVER FIRE DISTRICT
Neighborhood: 816 : North Lee

Valuation

Appraised Land: 15,400
Appraised Building: 0
Appraised Total: 15,400
Deferred: 0
Exempts/Excluded: 15,400
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 434/73

Legal

Physical Address: 0 W FOREST OAKS DR
Legal Description 1: VACANT W FOREST OAKS DR SR 1469
Plat Cabinet/Slide: /

Description:

NBHD Code / Name: 816 : North Lee
Class: EX : EXEMPT
Land Use: XLEE : LEE COUNTY MUNICIPAL
Zoning: RA
Living Units:
Deeded Acres: 4.39
Calculated Acres: 4.39

Recorded Transaction

Date	Book	Page	Instrument	State Price	Validity Code
25-JUL-89	434	73	-	0	8

Summary Totals

Total Value:	Total Acres:	/ SF	\$ / Acre	\$ / Unit	Deeded Acres
\$RO/TOTAL_LAND_VALUE	\$RO/TOTAL_ACRES	\$RO/DSQFT	\$RO/DACRE	\$RO/DUNIT	\$RO/LEGDAT_ACRES

Real Values

Land Value: 15,400
Building Value: 0
Appraised Real Value: 15,400
Total Appraised Value: 15,400

Property Class: EX : EXEMPT
Reason Code: 1
LUC: XLEE : LEE COUNTY MUNICIPAL

Exemptions and Exclusions


Deferred Value:	0
Senior / Disabled:	0
Veteran:	0
Historic:	0
100% E Class Ex:	15,400
Partial E Class Ex:	0
Total Exempt/Excluded/Deferred:	15,400

Assessed Valuation

Total Appraised Value (Real and Personal):	15,400
Total Exempt/Excluded/Deferred:	15,400
Total Assessed (Taxable):	15,400

Real Estate Value History

Year	Cost/Ovr	Appr Land	Appr Bldg	Appraised Total	Deferred Land	Historic	Exempt	SP Exclusion	Vet Exclusion	Taxable Total
2018	COST	15,400	0	15,400	0	0	15,400	0	0	0
2017	COST	15,400	0	15,400	0	0	15,400	0	0	0
2016	COST	15,400	0	15,400	0	0	15,400	0	0	0
2015	COST	15,400	0	15,400	0	0	15,400	0	0	0
2014	COST	15,400	0	15,400	0	0	15,400	0	0	0
2013	COST	15,400	0	15,400	0	0	15,400	0	0	0
2012	COST	15,400	0	15,400	0	0				15,400
2011	COST	15,400	0	15,400	0	0				15,400
2010	COST	15,400	0	15,400	0	0				15,400
2009	COST	15,400	0	15,400	0	0				15,400
2008	COST	15,400	0	15,400	0	0				15,400
2007	COST	15,400	0	15,400	0	0				15,400
2006	COST	11,000	0	11,000	0	0				15,400
2005	COST	11,000	0	11,000	0	0				11,000
2004	COST	11,000	0	11,000	0	0				11,000
2003	COST	11,000	0	11,000	0	0				11,000
2002	OVR	3,300		3,300	0	0				11,000
2001	OVR	3,300		3,300	0	0				3,300



Sorry, no sketch available
for this record

Item	Area

Whitney Parrish

From: Denette Fitzpatrick
Sent: Thursday, August 16, 2018 10:58 AM
To: Whitney Parrish
Subject: RE: Properties

Whitney,

<u>PARCEL</u>	<u>ADDRESS</u>	<u>SIZE</u>	<u>TAX VALUE</u>	<u>TAXES</u>	<u>ATTORNEY FEES</u>	<u>HOA FEES</u>	<u>REDEEM AMT</u>
9670-14-1084-00	Long Point Tr	LOT	\$30,000	\$512.43	\$1,285.80	\$1,587.00	\$3,385.23
9661-62-3693-00	696 Chelsea Dr	LOT	\$35,000	\$633.51	\$1,269.43	\$1,021.00	\$2,923.94
9667-87-8477-00	W Forest Oaks Dr	1 ACRE	\$15,400	\$1,083.22	\$2,073.71	0	\$3,156.93
9623-27-2100-00	Wakefield Rd	4.39 ACRES	\$5,000.	\$1,151.87	\$2,005.06	0	\$3,156.93

FYI,

I don't know who is interested in the property on Wakefield Rd. This is one of the old in-rem foreclosures and Wake Stone Corp owns 261.15 acres that borders this property.

The first two properties are in Carolina Trace and have HOA fees that we have been paying since the property was acquired by the county through foreclosure.

Denette P. Fitzpatrick

Tax Collections Manager
County of Lee
106 Hillcrest Dr.
Sanford, N.C. 27330

(919) 718-4662 ext. 5423
(919) 718-4633 (fax)

From: Whitney Parrish
Sent: Thursday, August 16, 2018 8:59 AM
To: Denette Fitzpatrick
Subject: Properties

Can you tell me the amount owed on the following properties:

9670-14-1084-00
9661-62-3693-00
966787-8477-00
9623-27-2100-00

Thanks!



Parcels



Streets



Railroad



Lee County



Sanford City Limits



Broadway Town Limits



Iva Hatney (1)

Ruths

Atlas Survey

This site is prepared for the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats and other public records and data. Users of this site are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this site. The County of Lee and Dude Solutions, Inc. assume no legal responsibility for the information contained on this site. Please be advised that you must contact the Lee County Tax Office for accurate tax values. Please contact the Lee County Appraisal Department if any building information is incorrect. The map, layer, data and website (collectively known as "the layer") are for graphical and illustration purposes only. The Lee County Strategic Services Department (hereinafter "the Department") provides the layer and the information contained within to the general public and has not customized the information for any specific or general purpose. Such information was generated from data maintained by different sources and agencies and as such, some limitations may apply based upon restrictions imposed by other sources or agencies supplying data to Lee County (hereinafter "the County"). While the Department strives to make the information on the GIS website as timely, reliable and accurate as possible, neither the Department nor the County local governments make any claims, promises, or guarantees about the accuracy, completeness or adequacy of the contents of the layer. Areas depicted are approximate and are not necessarily accurate to mapping, surveying or engineering standards. The County expressly disclaims liability for errors and omissions in the contents of this site and layer. No warranty of any type, implied, expressed, statutory, UCC or otherwise, including, but not limited to, the warranties of non-infringement of third party rights, title, accuracy of data, merchantability, or fitness for a particular purpose, is given with respect to the substantive content of this layer or its use in private or commercial financial transactions. The fact of distribution of the layer does not constitute any warranty, express, implied or otherwise. The user assumes the entire risk related to the use of this data. If the user intends to make any legal or financial decision based on this data, the user should independently verify the accuracy of the same. The Strategic Services Department and the Lee County local

BOOK 434 PAGE 73

2893
25674

Prepared under the supervision of K.R. Hayle, Lee County Attorney; P.O. Box 1087,
Sanford, N.C.; 27330

NORTH CAROLINA

LEE COUNTY

SHERIFF'S DEED

This deed, made and entered into this 20 day of July, 1989, by
and between Billy A. Bryant, Sheriff of Lee County, North Carolina,
party of the first part, and Lee County
party (~~parties~~) of the second part, whose mailing address is P.O. Box 1968, Sanford, NC
27331

Witnesseth

That whereas the party of the first part, being duly licensed thereto by an
execution issued upon a certain judgment docketed in the office of the Clerk of the
Superior Court for Lee County in a proceeding entitled "Lee County vs.
Merrill Monroe" and after due advertisement in accord-
ance with law, did offer for sale and did sell, at public auction for cash to the
highest bidder, at the courthouse door in Lee County on the 22 day of June, 1989,
real estate herein described, when and where Lee County
became the last and highest bidder for the same at the price
of \$ 3156.93; and

Whereas, more than ten days have elapsed since the report of said sale was
filed with the clerk of the superior court and no increased bid has been filed, and
said sale having been confirmed by order of the superior court, and the said
Lee County party (~~parties~~) of the second part has (~~have~~)
fully paid the amount of the bid to the party of the first part;

Now, therefore, in consideration of the premises and in further consideration
of the sum of three thousand one hundred fifty six and 93/100 - - - dollars (\$3156.93)
in hand paid to the party of the first part by the party (~~parties~~) of the second
part, receipt of which is hereby fully acknowledged, the said party of the first part
has given, granted, bargained, sold, and conveyed, and does hereby give, grant, bargain,
sell, and convey unto the party (~~parties~~) of the second part, in (through) heirs
and assigns, all of that lot, tract, or parcel of real estate lying and being in
Deep River Township, Lee County, North Carolina, and being more parti-
cularly bounded and described as follows:

BEGINNING at a point, said point being the Southwest corner of a 7.08 acre
tract belonging to Iva Hackney recorded in Deed Book 43, Page 425, at the Lee
County Register of Deeds Office; thence from said point South 400' to the
Northwest corner of a 1.46 acre tract belonging to Josephine Ward; thence with
said Ward's Northern line East 300' to a point in the Western right-of-way of
US 1; thence with said Western right-of-way Northeast 500' to a point in said
right-of-way, said point also being the Southeast corner of a tract belonging to
Curtis Brown recorded in Deed Book 33, Page 127 at the Lee County Register of
Deeds Office; thence as the Brown Southern line and beyond West 640' to the
point of BEGINNING. Being a 4.40 acre tract shown on Lee County Tax Map
54-9667-87-7334.

BOOK 434 PAGE 74

For more particular description, see deed from _____ to _____, recorded in Deed Book _____, page _____, in the Office of the Register of Deeds of Lee County.

To have and to hold the above-described premises and all privileges and appurtenances thereunto appertaining, to the said party (~~parties~~) of the second part, ~~its~~ heirs and assigns, to their only use and behoof forever free and clear of all encumbrances except all outstanding city and county taxes and all local improvement assessments against the above-described property not included in the execution in the above-entitled cause in as full and ample manner as said party of the first part is authorized and empowered to convey the same;

In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

Billy A. Bryant (Seal)
Sheriff

I, Hail Freeman, notary public in and for the county of Lee, do hereby certify that Billy A. Bryant, Sheriff of Lee County, personally appeared before me this day and acknowledged the due execution of the foregoing deed as his own act and deed.

Witness my hand and official seal, this 24 day of July, 1989

Hail Freeman
Notary Public



My commission expires My Commission Expires June 3, 1992

The foregoing certificate of Hail Freeman, a Notary Public of and for the County of Lee, State of North Carolina, is certified to be in due form and according to law. Filed July 25, 1989, and recorded in Deed Book _____ page _____, in the Office of the Register of Deeds of Lee County.

This 25th day of July, 1989.

NORTH CAROLINA, LEE COUNTY
Presented for registration on the 25 day
of July, 1989, at 2:15 P.M.
recorded in Book _____ page _____
Nella W Thomas, Register of Deeds

Nella W. Thomas
Register of Deeds
Syndee C. Robinson
Assistant

REAL ESTATE OFFER

Date: 02/28/17

I, Melvin Jones, hereby submit an offer to purchase real property located at:

ADDRESS: W. Airport Drive Ok

PIN #: 7601 41 34 791 00

OFFER AMOUNT: \$ 4000

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

Melvin Jones

(Signature)

LEE COUNTY

Committed Today for a Better Tomorrow

**RESOLUTION AUTHORIZING THE SALE OF PROPERTY
LOCATED AT 0 W FOREST OAKS DRIVE, PIN 9667-87-8477-00, LEE COUNTY
NORTH CAROLINA**

WHEREAS, the County of Lee owns certain vacant property located at 0 W Forest Oaks Drive SR1469, PIN number 9667-87-8477-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 434, Page 73, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$15,400; and,

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

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$3,156.93; and,

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

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

WHEREAS, the County received an offer submitted by Michael Jones ("Offeror") to purchase the property described above in the amount of \$4,000.00, plus any advertising costs, a copy of which is attached hereto; and,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer and \$200.00 of advertising costs; and,

WHEREAS, the Lee County Board of Commissioners accepts the initial offer of \$4,000.00 ; and,

WHEREAS, the Lee County Board of Commissioners authorizes staff to advertise the initial offer in any higher, upsetting offer, subject to the upset bid procedure.

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 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.
3. Persons wishing to upset the 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. The upset bid should be delivered to the County Attorney's Office located at 408 Summit Drive, Sanford NC 27330, on or before 5:00 p.m. on or before the 10th day following publication of said notice. Use of the mail or any means of delivery is at the bidder's risk and any bids received after the deadline will not be considered. Any bid with conditions or terms will not be accepted or considered.
4. At 5:00 p.m. on said date, the County Attorney/Deputy 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.
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 and accompanying \$200.00 for advertising costs. This amount may be made in cash, cashier's check, or certified check.
7. The County will return the deposit and advertising costs on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received; however, once the actual advertising costs are incurred, those become non-refundable.
8. 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.
9. 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 nonwarranty deed.
 - d. Advertising fees are non-refundable once spent.
 - 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.
10. The Board of Commissioners may, at any time, reject any and all offers.

11. If no qualifying upset bid is received after the initial public notice and 10-day upset bid period has expired, the original offer will be taken back to the Board for final approval and whereby the Board may authorize the appropriate County officials to execute the instruments necessary to convey the property.

Dated this the ____ day of _____, _____.

_____, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk
Lee County Board of Commissioners

LANDLOCKED PROPERTY ACKNOWLEDGEMENT

Parcel Number: 9667-87-8477-00
West Forrest Oakes Drive

I, *Michael Jones*, understand I am placing an offer to purchase the above referenced parcel from Lee County as is, with no warranties or guarantees as to condition, access, and title. I understand that this parcel is considered landlocked property, thus should I obtain this property, I will be required to obtain ingress/egress through adjoining parcel(s). I have had an opportunity to consult with a private attorney regarding this potential acquisition and by signing below express my continued interest in obtaining this property through the competitive bid process.

Michael Jones
Michael Jones

_____ (SEAL)

REDIFORM • Carbonless • S1654NCR Duplicate • S1657NCL Triplicate

DATE 2/28/19 **RECEIPT** 348610

RECEIVED FROM Michael Jones

ADDRESS Four hundred +00/100 ——— DOLLARS \$ 400.00

FOR Advertising - \$200.00 Bid Deposit - \$200.00
9667-87-8477-00 W Forest Oaks Dr

ACCOUNT		HOW PAID		
BEGINNING BALANCE		CASH		
AMOUNT PAID		CHECK		
BALANCE DUE		MONEY ORDER		

Lee Co finance

BY C Bidgen

©REDIFORM® S1654NCR

REAL ESTATE OFFER

Date: July 31 2018

I, Coast2Coast Group, LLC, hereby submit an offer to purchase real property located at:

ADDRESS: W Forest Oaks Drive

PIN #: 9667-87-8477-00

OFFER AMOUNT: \$ 500.⁰⁰

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

Wayne Knight (Signature)
member agent - Coast2Coast Group, LLC

Advertising Fee 1100-4110-43530
 W Forest Oaks Dr PIN# 9667-87-8477-00



COAST2COAST GROUP
 P O BOX 561
 WINTERVILLE, NC 28590

3004
66-112/531

Date 10/29/18

Pay to the Order of Lee County \$ 200.00
Sno Hubel Dollars

For Ad fee cost

BB&T BRANCH BANKING AND TRUST COMPANY
 1-800-BANK BBT BBT.com

10531061210005205381424103004

mailed receipt to address on check - 11/2/18 cje

REDIFORM • Carbonless • 51654NCR Duplicate • 51657NCL Triplicate

DATE 11-2-18 **RECEIPT** 348605

RECEIVED FROM Coast 2 Coast Group LLC

ADDRESS _____

Two hundred dollars + no tax DOLLARS \$ 200.00

FOR W Forest Oaks Drive PIN# 9667-87-8477-00
Advertising Fee

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	
AMOUNT PAID	<u>200.00</u>	CHECK	<u>#3004</u>
BALANCE DUE		MONEY ORDER	

Lee Co. Finance

BY C Confair

UNITED STATES POSTAL SERVICE®
 POSTAL MONEY ORDER

Serial Number: 2495495141B
 Amount: \$25.00
 Twenty Five Dollars and 00/100

Pay to: Lee County
 Clerk: 20

Address: Lee County
 Post Office: 20000080024

Memo: 9667-87-8477-01
 9667-87-8477-01
 9667-87-8477-01

Front: Coast 2 Coast Group
 Address: P.O. Box 561
 NC 28550

SEE REVERSE WARNING - NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS
 2495495141B

DATE: 8-9-18 RECEIPT 265855

RECEIVED FROM: Coast 2 Coast Group LLC / Wayne Langston

ADDRESS: Lee Co. Finance

FOR: Twenty five dollars + no/100 DOLLARS \$ 25.00
 Forest Oaks Dr 9667-87-8477-00
 5% Bid Deposit

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	
AMOUNT PAID	25 00	CHECK	
BALANCE DUE		MONEY ORDER	<input checked="" type="checkbox"/>

BY: C. Confair

REFORM • Carbonless • 51654NCR Duplicate • 51657NCL Triplicate



Committed Today for a Better Tomorrow

**RESOLUTION AUTHORIZING THE SALE OF PROPERTY
LOCATED AT 0 W FOREST OAKS DRIVE, PIN 9667-87-8477-00, LEE COUNTY
NORTH CAROLINA**

WHEREAS, the County of Lee owns certain vacant property located at 0 W Forest Oaks Drive SR1469, PIN number 9667-87-8477-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 434, Page 73, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$15,400; and,

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

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$3,156.93; and,

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

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

WHEREAS, the County received an offer submitted by Wayne Langston on behalf of Coast2Coast Group LLC ("Offeror") to purchase the property described above in the amount of \$500.00, plus any advertising costs, a copy of which is attached hereto; and,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer and \$200.00 of advertising costs; and,

WHEREAS, the Lee County Board of Commissioners accepts the initial offer of \$500.00; and,

WHEREAS, the Lee County Board of Commissioners authorizes staff to advertise the initial offer in any higher, upsetting offer, subject to the upset bid procedure.

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 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.
3. Persons wishing to upset the 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. The upset bid should be delivered to the County Attorney's Office located at 408 Summit Drive, Sanford NC 27330, on or before 5:00 p.m. on or before the 10th day following publication of said notice. Use of the mail or any means of delivery is at the bidder's risk and any bids received after the deadline will not be considered. Any bid with conditions or terms will not be accepted or considered.
4. At 5:00 p.m. on said date, the County Attorney/Deputy 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.
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 and accompanying \$200.00 for advertising costs. This amount may be made in cash, cashier's check, or certified check.
7. The County will return the deposit and advertising costs on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received; however, once the actual advertising costs are incurred, those become non-refundable.
8. 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.
9. 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 nonwarranty deed.
 - d. Advertising fees are non-refundable once spent.
 - 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.
10. The Board of Commissioners may, at any time, reject any and all offers.

11. If no qualifying upset bid is received after the initial public notice and 10-day upset bid period has expired, the original offer will be taken back to the Board for final approval and whereby the Board may authorize the appropriate County officials to execute the instruments necessary to convey the property.

Dated this the ____ day of _____, _____.

_____, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk
Lee County Board of Commissioners



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: March 18, 2019

SUBJECT: Fiber Optic cable installation project

DEPARTMENT: Information Technology

CONTACT PERSON: Kyle Edwards

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Authorize funding for fiber optic installation project in order that IT can proceed with purchase order.
BUDGET IMPACT	\$120,000, funds approved in FY 18_19 budget
ATTACHMENTS	1. Fiber install path 2. State Contract Quote
PRIOR BOARD ACTION	n/a
RECOMMENDATION	Authorize funding for fiber optic installation project in the amount of \$120,000.
SUMMARY	

The current fiber optic cabling installed between the Government Center and Sheriff's Office is approximately 20 years old at this time. The fiber is still operational but has begun to show signs of degradation. The link between the Government Center and Sheriff's Office buildings remains a critical link for the County. We utilize space in the courthouse building for secondary data storage, real-time data replication, and disaster recovery planning. This fiber connection is also utilized to connect all staff in the Courthouse to the Lee County Government network thereby serving all network resources needed by staff in the Courthouse building for compute and telephony. Maintaining an effeciently operating connection between the two buildings is paramount.

The proposed project is using materials and labor from the NC Structured Cabling Services state contract 962-18A COSP RFP# ITS-00638. I am asking the Board of Commissioners to authorize the use of these funds as intended so that we can move forward with obtaining a purchase order and move forward with this project. I am requesting that the entire \$120K budgeted funds be authorized even though the quotation is ~100K. This will allow us to prepare for railroad permit costs that may increase, historically this has been true.

2013-2017 Structured Cabling Services Contract 962-18A COSP RFP # ITS-006368 GL Account Code 7224 53130		Region: Western/Eastern		Effective March 1, 2013
Vendor: CUSTOMER QUOTATION Performance Cabling Technologies, Inc. 3027 D Hwy 64 West Asheboro, NC 27205 Office: 336-633-7695 / 1-800-633-7695 Fax: 336-633-7698		Work Order #: ?	Manual Bill?	Completion Date:
		Agency Name: Lee Co Fiber		
		Agency Address: 1401 Elm St. Sanford NC 27330		
		Invoice Total: \$ 100,858.02		
Unit Items	Customer Price	Quantity Delivered or Installed	Extended Price	

DIRECTIONAL BORING PER FOOT - WITH INSTALLED ROLL DUCT, MIN. 24IN. DEPTH				
Directional Bore & Install 2in. Duct Schedule 40 HDPE per foot	\$ 17.83		\$ -	
Directional Bore & Install 2in. Duct Schedule 80 HDPE per foot	\$ 18.40		\$ -	
Directional Bore & Install 2in. Duct through ROCK per foot	\$ 86.25		\$ -	
Directional Bore & Install 3in. Duct Schedule 40 HDPE per foot	\$ 18.98		\$ -	
Directional Bore & Install 3in. Duct Schedule 80 HDPE per foot	\$ 19.55	300	\$ 5,865.00	
Directional Bore & Install 3in. Duct through ROCK per foot	\$ 97.75		\$ -	
Directional Bore & Install 4in. Duct Schedule 40 HDPE per foot	\$ 18.98		\$ -	
Directional Bore & Install 4in. Duct Schedule 80 HDPE per foot	\$ 19.55		\$ -	
Directional Bore & Install 4in. Duct through ROCK per foot	\$ 97.75		\$ -	

TRENCHING PER FOOT - WITH INSTALLED DUCT, MIN. 24IN. DEPTH				
Trench & Install 2in. Duct Schedule 40 (HDPE or PVC) per foot	\$ 3.45		\$ -	
Trench & Install 2in. Duct Schedule 80 (HDPE or PVC) per foot	\$ 4.03		\$ -	
Trench & Install 3in. Duct Schedule 40 (HDPE or PVC) per foot	\$ 5.75		\$ -	
Trench & Install 3in. Duct Schedule 80 (HDPE or PVC) per foot	\$ 6.33		\$ -	
Trench & Install 4in. Duct Schedule 40 (HDPE or PVC) per foot	\$ 8.05		\$ -	
Trench & Install 4in. Duct Schedule 80 (HDPE or PVC) per foot	\$ 8.63		\$ -	

HANDHOLES				
HANDHOLES INSTALLED - Installation includes the following: Excavate and remove necessary soil. Prepare the excavation approximately 6" deeper than the overall height of the enclosure. The length and width of the excavation shall be determined by adding 4" to 6" to the overall length and width of the handhole. Place approx. 4-6" of pea gravel in the bottom of the hole and cover with 1/4-inch spaced galvanized welded wire hardware cloth. The compacted material shall be leveled so the top of the handhole or pull box is flush to the grade. Use a classified rock size of 3/4" and smaller to ensure proper drainage. Place selected backfill into the excavations and compact either by manual compacting or flooding the excavation to achieve the desired relative compaction. Install with cover in place. Winning contractor shall be responsible for providing drain(s) to handhole (s) if necessary to ensure complete drainage. Installed handholes include matching tier lid, penta head bolts, pea gravel and wire cloth.				
24" W X 24" L X 24" D Tier 15	\$ 948.75		\$ -	
24" W X 24" L X 24" D Tier 22	\$ 948.75		\$ -	
24" W X 24" L X 36" D Tier 15	\$ 1,031.95		\$ -	
24" W X 24" L X 36" D Tier 22	\$ 1,031.95		\$ -	
24" W X 36" L X 24" D Tier 15	\$ 1,031.95		\$ -	
24" W X 36" L X 24" D Tier 22	\$ 1,031.95	2	\$ 2,063.90	
24" W X 36" L X 36" D Tier 15	\$ 1,552.50		\$ -	
24" W X 36" L X 36" D Tier 22	\$ 1,552.50		\$ -	
24" W X 48" L X 36" D Tier 15	\$ 2,012.50		\$ -	
24" W X 48" L X 36" D Tier 22	\$ 2,012.50		\$ -	

HANDHOLE COVERS AND HARDWARE				
24" W X 24" L Tier 15 (with TELECOM logo)	\$ 212.75		\$ -	
24" W X 24" L Tier 22 (with TELECOM logo)	\$ 301.88		\$ -	
24" W X 36" L Tier 15 (with TELECOM logo)	\$ 221.38		\$ -	
24" W X 36" L Tier 22 (with TELECOM logo)	\$ 310.50	2	\$ 621.00	
24" W X 48" L Tier 15 (with TELECOM logo)	\$ 247.25		\$ -	
24" W X 48" L Tier 22 (with TELECOM logo)	\$ 362.25		\$ -	
Handhole Penta Head Bolt - Each	\$ 11.50		\$ -	

AERIAL HARDWARE				
Southern Pine Class 3 35' pole - Installed	\$ 862.50		\$ -	
Southern Pine Class 3 45' pole - Installed	\$ 1,150.00		\$ -	
Southern Pine Class 4 45' pole - Installed	\$ 1,265.00		\$ -	
Southern Pine Class 4 55' pole - Installed	\$ 1,610.00	4	\$ 6,440.00	
Pole attachment Dead End - Installed	\$ 172.50		\$ -	
Bldg attachment Dead End - Installed	\$ 287.50	2	\$ 575.00	
Pole attachment Tangent Assembly - Installed	\$ 172.50	115	\$ 19,837.50	

ABOVE GROUND CONDUIT - INSTALLED				
1-inch EMT Conduit Installed per Foot	\$ 1.27		\$ -	
2" Conduit Schedule 40 PVC - Price per foot	\$ 4.77		\$ -	
2" Conduit Schedule 80 PVC - Price per foot	\$ 5.01		\$ -	
2" Conduit EMT - Price per foot	\$ 6.33		\$ -	
2" Conduit IMT - Price per foot	\$ 10.93		\$ -	
2" Sweeping 90 Schedule 40 PVC - Price per foot	\$ 9.78		\$ -	
3" Conduit Schedule 40 PVC - Price per foot	\$ 5.98		\$ -	
3" Conduit Schedule 80 PVC - Price per foot	\$ 6.50		\$ -	
3" Conduit EMT - Price per foot	\$ 10.35		\$ -	
3" Conduit IMT - Price per foot	\$ 20.70		\$ -	
3" Sweeping 90 Schedule 40 PVC - Price per foot	\$ 17.25		\$ -	
4" Conduit Schedule 40 PVC - Price per foot	\$ 7.65		\$ -	
4" Conduit Schedule 80 PVC - Price per foot	\$ 8.63		\$ -	
4" Conduit EMT - Price per foot	\$ 12.36		\$ -	

4" Conduit IMT - Price per foot	\$	27.03		\$	-
4" Sweeping 90 Schedule 40 PVC - Price per each	\$	32.20		\$	-

JUNCTION BOXES					
12" W X 12" L X 8" D NEMA 4	\$	127.65		\$	-
12" W X 12" L X 12" D NEMA 4	\$	142.03		\$	-
24" W X 24" L X 24" D NEMA 4	\$	270.60		\$	-

INNERDUCT					
1 Inch Corrugated Plenum Innerduct with Pull String Installed per Foot	\$	4.03		\$	-
1 Inch Corrugated Non-Plenum Innerduct with Pull String Installed per Foot	\$	2.36		\$	-
1 Inch Corrugated HDPE Innerduct with Pull String Installed per Foot	\$	3.28		\$	-
1" Smooth Wall HDPE Innerduct - Price per foot	\$	2.24		\$	-
2 Inch Corrugated Plenum Innerduct with Pull String Installed per Foot	\$	6.33		\$	-
2 Inch Corrugated Non-Plenum Innerduct with Pull String Installed per Foot	\$	2.88		\$	-

MISCELLANEOUS PATHWAY MATERIALS					
1" Duct Plug - Each	\$	3.28		\$	-
2" Duct Plug - Each	\$	4.66		\$	-
3" Duct Plug - Each	\$	9.26		\$	-
4" Duct Plug - Each	\$	11.62		\$	-
1250 Pounds E-tube Tape - Price per foot	\$	0.33	1200	\$	396.00
Metallic Tracer Wire - Price per foot	\$	0.12	250	\$	30.00
Straw - 1 Ball	\$	4.31	3	\$	12.93
Grass Seed - 25lb.	\$	16.10	1	\$	16.10
3in. By 6ft. Fibar Optic Marker Pole	\$	39.96		\$	-

FIBER - OUTDOOR RATED -PRICE PER FOOT INSTALLED

Single Mode (SM)					
12 Strand Gel Filled - SM	\$	1.55		\$	-
12 Strand Dry Water Blocking - SM	\$	1.55		\$	-
12 Strand ADSS - SM	\$	2.88		\$	-
12 Strand Figure 8 - SM	\$	2.30		\$	-
24 Strand Gel Filled - SM	\$	1.87		\$	-
24 Strand Dry Water Blocking - SM	\$	1.67		\$	-
24 Strand ADSS - SM	\$	7.88		\$	-
24 Strand Figure 8 - SM	\$	7.48		\$	-
36 Strand Gel Filled - SM	\$	1.90		\$	-
36 Strand Dry Water Blocking - SM	\$	1.90		\$	-
36 Strand ADSS - SM	\$	9.55		\$	-
36 Strand Figure 8 - SM	\$	9.14		\$	-
48 Strand Gel Filled - SM	\$	2.13		\$	-
48 Strand Dry Water Blocking - SM	\$	2.13	13000	\$	27,690.00
48 Strand ADSS - SM	\$	10.01		\$	-
48 Strand Figure 8 - SM	\$	9.49		\$	-
72 Strand Gel Filled - SM	\$	2.76		\$	-
72 Strand Dry Water Blocking - SM	\$	5.52		\$	-
72 Strand ADSS - SM	\$	10.64		\$	-
72 Strand Figure 8 - SM	\$	10.35		\$	-
96 Strand Gel Filled - SM	\$	3.45		\$	-
96 Strand Dry Water Blocking - SM	\$	3.45		\$	-
96 Strand ADSS - SM	\$	12.65		\$	-
96 Strand Figure 8 - SM	\$	12.08		\$	-

Multi Mode (MM) - 50 Micron OM3					
12 Strand Gel Filled - OM3	\$	3.74		\$	-
12 Strand Dry Water Blocking - OM3	\$	3.74		\$	-
12 Strand ADSS - OM3	\$	13.23		\$	-
12 Strand Figure 8 - OM3	\$	12.65		\$	-
24 Strand Gel Filled - OM3	\$	6.33		\$	-
24 Strand Dry Water Blocking - OM3	\$	6.33		\$	-
24 Strand ADSS - OM3	\$	17.83		\$	-
24 Strand Figure 8 - OM3	\$	17.25		\$	-
36 Strand Gel Filled - OM3	\$	5.64		\$	-
36 Strand Dry Water Blocking - OM3	\$	5.64		\$	-
36 Strand ADSS - OM3	\$	17.02		\$	-
36 Strand Figure 8 - OM3	\$	16.39		\$	-
48 Strand Gel Filled - OM3	\$	10.35		\$	-
48 Strand Dry Water Blocking - OM3	\$	10.35		\$	-
48 Strand ADSS - OM3	\$	25.88		\$	-
48 Strand Figure 8 - OM3	\$	25.24		\$	-
72 Strand Gel Filled - OM3	\$	14.66		\$	-
72 Strand Dry Water Blocking - OM3	\$	14.66		\$	-
72 Strand ADSS - OM3	\$	29.33		\$	-
72 Strand Figure 8 - OM3	\$	28.69		\$	-
96 Strand Gel Filled - OM3	\$	18.98		\$	-
96 Strand Dry Water Blocking - OM3	\$	18.98		\$	-
96 Strand ADSS - OM3	\$	46.00		\$	-
96 Strand Figure 8 - OM3	\$	44.85		\$	-

Multi Mode (MM) - 62.5 Micron					
12 Strand Gel Filled - 62.5	\$	2.70		\$	-
12 Strand Dry Water Blocking - 62.5	\$	2.70		\$	-

24 Strand Gel Filled - 62.5	\$	3.74		\$	-
24 Strand Dry Water Blocking - 62.5	\$	3.74		\$	-
48 Strand Gel Filled - 62.5	\$	6.90		\$	-
48 Strand Dry Water Blocking - 62.5	\$	6.90		\$	-

FIBER INDOOR/OUTDOOR RATED -PRICE PER FOOT INSTALLED
Single Mode (SM)

12 Strand Dry Water Blocking - Plenum (OFNP) - SM	\$	2.01		\$	-
12 Strand Dry Water Blocking - Plenum (OFCP) Interlocking Armored - SM	\$	3.28		\$	-
12 Strand Dry Water Blocking - Non-Plenum (OFNR) - SM	\$	1.90		\$	-
12 Strand Dry Water Blocking - Non-Plenum (OFCR) Interlocking Armored - SM	\$	2.82		\$	-
24 Strand Dry Water Blocking - Plenum (OFNP) - SM	\$	3.22		\$	-
24 Strand Dry Water Blocking - Plenum (OFCP) Interlocking Armored - SM	\$	4.89		\$	-
24 Strand Dry Water Blocking - Non-Plenum (OFNR) - SM	\$	2.01		\$	-
24 Strand Dry Water Blocking - Non-Plenum (OFCR) Interlocking Armored - SM	\$	3.05		\$	-
36 Strand Dry Water Blocking - Plenum (OFNP) - SM	\$	5.29		\$	-
36 Strand Dry Water Blocking - Plenum (OFCP) Interlocking Armored - SM	\$	6.96		\$	-
36 Strand Dry Water Blocking - Non-Plenum (OFNR) - SM	\$	4.08		\$	-
36 Strand Dry Water Blocking - Non-Plenum (OFCR) Interlocking Armored - SM	\$	5.18		\$	-
48 Strand Dry Water Blocking - Plenum (OFNP) - SM	\$	7.48		\$	-
48 Strand Dry Water Blocking - Plenum (OFCP) Interlocking Armored - SM	\$	9.14		\$	-
48 Strand Dry Water Blocking - Non-Plenum (OFNR) - SM	\$	6.33		\$	-
48 Strand Dry Water Blocking - Non-Plenum (OFCR) Interlocking Armored - SM	\$	7.42		\$	-
72 Strand Dry Water Blocking - Plenum (OFNP) - SM	\$	12.08		\$	-
72 Strand Dry Water Blocking - Plenum (OFCP) Interlocking Armored - SM	\$	13.74		\$	-
72 Strand Dry Water Blocking - Non-Plenum (OFNR) - SM	\$	10.93		\$	-
72 Strand Dry Water Blocking - Non-Plenum (OFCR) Interlocking Armored - SM	\$	12.02		\$	-
96 Strand Dry Water Blocking - Plenum (OFNP) - SM	\$	16.68		\$	-
96 Strand Dry Water Blocking - Plenum (OFCP) Interlocking Armored - SM	\$	18.34		\$	-
96 Strand Dry Water Blocking - Non-Plenum (OFNR) - SM	\$	21.28		\$	-
96 Strand Dry Water Blocking - Non-Plenum (OFCR) Interlocking Armored - SM	\$	22.43		\$	-

Multi Mode (MM) - 50 Micron OM3

12 Strand Dry Water Blocking - Plenum (OFNP) - OM3	\$	3.28		\$	-
12 Strand Dry Water Blocking - Plenum (OFCP) Interlocking Armored - OM3	\$	4.43		\$	-
12 Strand Dry Water Blocking - Non-Plenum (OFNR) - OM3	\$	3.22		\$	-
12 Strand Dry Water Blocking - Non-Plenum (OFCR) Interlocking Armored - OM3	\$	4.20		\$	-
24 Strand Dry Water Blocking - Plenum (OFNP) - OM3	\$	5.92		\$	-
24 Strand Dry Water Blocking - Plenum (OFCP) Interlocking Armored - OM3	\$	6.96		\$	-
24 Strand Dry Water Blocking - Non-Plenum (OFNR) - OM3	\$	5.29		\$	-
24 Strand Dry Water Blocking - Non-Plenum (OFCR) Interlocking Armored - OM3	\$	6.50		\$	-
36 Strand Dry Water Blocking - Plenum (OFNP) - OM3	\$	8.57		\$	-
36 Strand Dry Water Blocking - Plenum (OFCP) Interlocking Armored - OM3	\$	9.60		\$	-
36 Strand Dry Water Blocking - Non-Plenum (OFNR) - OM3	\$	7.94		\$	-
36 Strand Dry Water Blocking - Non-Plenum (OFCR) Interlocking Armored - OM3	\$	9.14		\$	-
48 Strand Dry Water Blocking - Plenum (OFNP) - OM3	\$	11.44		\$	-
48 Strand Dry Water Blocking - Plenum (OFCP) Interlocking Armored - OM3	\$	12.48		\$	-
48 Strand Dry Water Blocking - Non-Plenum (OFNR) - OM3	\$	10.81		\$	-
48 Strand Dry Water Blocking - Non-Plenum (OFCR) Interlocking Armored - OM3	\$	11.79		\$	-
72 Strand Dry Water Blocking - Plenum (OFNP) - OM3	\$	18.34		\$	-
72 Strand Dry Water Blocking - Plenum (OFCP) Interlocking Armored - OM3	\$	19.38		\$	-
72 Strand Dry Water Blocking - Non-Plenum (OFNR) - OM3	\$	17.71		\$	-
72 Strand Dry Water Blocking - Non-Plenum (OFCR) Interlocking Armored - OM3	\$	18.69		\$	-
96 Strand Dry Water Blocking - Plenum (OFNP) - OM3	\$	33.35		\$	-
96 Strand Dry Water Blocking - Plenum (OFCP) Interlocking Armored - OM3	\$	34.33		\$	-
96 Strand Dry Water Blocking - Non-Plenum (OFNR) - OM3	\$	36.11		\$	-
96 Strand Dry Water Blocking - Non-Plenum (OFCR) Interlocking Armored - OM3	\$	37.09		\$	-

Multi Mode (MM) - 62.5 Micron

12 Strand Dry Water Blocking - Plenum (OFNP) - 62.5	\$	2.65		\$	-
12 Strand Dry Water Blocking - Plenum (OFCP) Interlocking Armored - 62.5	\$	4.03		\$	-
12 Strand Dry Water Blocking - Non-Plenum (OFNR) - 62.5	\$	2.69		\$	-
12 Strand Dry Water Blocking - Non-Plenum (OFCR) Interlocking Armored - 62.5	\$	3.62		\$	-
24 Strand Dry Water Blocking - Plenum (OFNP) - 62.5	\$	4.74		\$	-
24 Strand Dry Water Blocking - Plenum (OFCP) Interlocking Armored - 62.5	\$	6.33		\$	-
24 Strand Dry Water Blocking - Non-Plenum (OFNR) - 62.5	\$	3.97		\$	-
24 Strand Dry Water Blocking - Non-Plenum (OFCR) Interlocking Armored - 62.5	\$	5.64		\$	-
48 Strand Dry Water Blocking - Plenum (OFNP) - 62.5	\$	9.20		\$	-
48 Strand Dry Water Blocking - Plenum (OFCP) Interlocking Armored - 62.5	\$	10.64		\$	-
48 Strand Dry Water Blocking - Non-Plenum (OFNR) - 62.5	\$	8.63		\$	-
48 Strand Dry Water Blocking - Non-Plenum (OFCR) Interlocking Armored - 62.5	\$	10.24		\$	-

FIBER OPTIC CABLE SPLICING

Fusion Splice per strand including labor	\$	17.25	144	\$	2,484.00
Mechanical Splice per strand including labor	\$	17.25		\$	-
Splice case with splice trays - up to 24 Strand (SM/ MM)	\$	270.83		\$	-
Splice case with splice trays - up to 48 Strand (SM/ MM)	\$	392.73	3	\$	1,178.19
Splice case with splice trays - up to 72 Strand (SM/ MM)	\$	517.50		\$	-
Splice case with splice trays - up to 96 Strand (SM/ MM)	\$	677.29		\$	-
Splice case with splice trays - up to 144 Strand (SM/ MM)	\$	814.74		\$	-

FIBER OPTIC CONNECTORS

62.5 Micron MM ST Connector - Install, Terminate & Test	\$	44.28		\$	-
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62.5 Micron MM SC Connector - Install, Terminate & Test	\$ 44.28		\$ -
62.5 Micron MM LC Connector - Install, Terminate & Test	\$ 44.28		\$ -
62.5 Micron MM MT-RJ Connector - Install, Terminate & Test	\$ 46.00		\$ -
60 Micron MM LOF OM3 ST Connector - Install, Terminate & Test	\$ 45.14		\$ -
60 Micron MM LOF OM3 SC Connector - Install, Terminate & Test	\$ 45.14		\$ -
60 Micron MM LOF OM3 LC Connector - Install, Terminate & Test	\$ 45.14		\$ -
60 Micron MM LOF OM3 MT-RJ Connector - Install, Terminate & Test	\$ 46.00		\$ -
SM ST Connector - Install, Terminate & Test	\$ 46.86		\$ -
SM SC Connector - Install, Terminate & Test	\$ 46.92		\$ -
SM LC Connector - Install, Terminate & Test	\$ 48.30	96	\$ 4,636.80
SM MT-RJ Connector - Install, Terminate & Test	\$ 46.00		\$ -

FIBER OPTIC CONNECTOR PANELS			
62.5 Micron MM 6 Fiber Connector Panel ST	\$ 37.78		\$ -
62.5 Micron MM 6 Fiber Connector Panel SC	\$ 37.09		\$ -
62.5 Micron MM 6 Fiber Connector Panel LC	\$ 50.60		\$ -
62.5 Micron MM 6 Fiber Connector Panel MT-RJ	\$ 31.22		\$ -
62.5 Micron MM 12 Fiber Connector Panel SC	\$ 62.04		\$ -
62.5 Micron MM 12 Fiber Connector Panel LC	\$ 89.13		\$ -
62.5 Micron MM 12 Fiber Connector Panel MT-RJ	\$ 50.31		\$ -
62.5 Micron MM 24 Fiber Connector Panel LC	\$ 166.00		\$ -
62.5 Micron MM 24 Fiber Connector Panel MT-RJ	\$ 88.38		\$ -
60 Micron MM LOF OM3 6 Fiber Connector Panel ST	\$ 42.61		\$ -
60 Micron MM LOF OM3 6 Fiber Connector Panel SC	\$ 47.50		\$ -
60 Micron MM LOF OM3 6 Fiber Connector Panel LC	\$ 50.66		\$ -
60 Micron MM LOF OM3 6 Fiber Connector Panel MT-RJ	\$ 31.22		\$ -
60 Micron MM LOF OM3 12 Fiber Connector Panel SC	\$ 60.49		\$ -
60 Micron MM LOF OM3 12 Fiber Connector Panel LC	\$ 80.56		\$ -
60 Micron MM LOF OM3 12 Fiber Connector Panel MT-RJ	\$ 49.45		\$ -
60 Micron MM LOF OM3 24 Fiber Connector Panel LC	\$ 166.00		\$ -
60 Micron MM LOF OM3 24 Fiber Connector Panel MT-RJ	\$ 88.38		\$ -
SM 6 Fiber Connector Panel ST	\$ 42.61		\$ -
SM 6 Fiber Connector Panel SC	\$ 47.50		\$ -
SM 6 Fiber Connector Panel LC	\$ 56.24		\$ -
SM 6 Fiber Connector Panel MT-RJ	\$ 45.48		\$ -
SM 12 Fiber Connector Panel SC	\$ 82.80		\$ -
SM 12 Fiber Connector Panel LC	\$ 100.22		\$ -
SM 12 Fiber Connector Panel MT-RJ	\$ 78.83		\$ -
SM 24 Fiber Connector Panel LC	\$ 188.31	4	\$ 753.24
SM 24 Fiber Connector Panel MT-RJ	\$ 145.42		\$ -

FIBER OPTIC FAN-OUT KITS			
8 Strand Fan-Out Kit	\$ 16.87		\$ -
12 Strand Fan-out Kit	\$ 18.61		\$ -

FIBER OPTIC HOUSINGS			
Up to 12 Strand Fiber Optic Housing - Wall Mount	\$ 165.44		\$ -
Up to 12 Strand Fiber Optic Housing - Rack Mount	\$ 219.60		\$ -
Up to 24 Strand Fiber Optic Housing - Wall Mount	\$ 199.53		\$ -
Up to 24 Strand Fiber Optic Housing - Rack Mount	\$ 261.11	2	\$ 522.22
Up to 48 Strand Fiber Optic Housing - Wall Mount	\$ 244.55		\$ -
Up to 48 Strand Fiber Optic Housing - Rack Mount	\$ 261.11		\$ -
Up to 96 Strand Fiber Optic Housing - Wall Mount	\$ 291.47		\$ -
Up to 96 Strand Fiber Optic Housing - Rack Mount	\$ 332.75		\$ -
Up to 144 Strand Fiber Optic Housing - Wall Mount	\$ 397.84		\$ -
Up to 144 Strand Fiber Optic Housing - Rack Mount	\$ 332.73		\$ -

FIBER OPTIC PATCH CORDS			
62.5 Micron MM 1 Meter Duplex Patch Cord ST - ST	\$ 17.08		\$ -
62.5 Micron MM 1 Meter Duplex Patch Cord ST - SC	\$ 19.44		\$ -
62.5 Micron MM 1 Meter Duplex Patch Cord ST - LC	\$ 23.75		\$ -
62.5 Micron MM 1 Meter Duplex Patch Cord ST - MT-RJ	\$ 18.69		\$ -
62.5 Micron MM 1 Meter Duplex Patch Cord SC - SC	\$ 21.05		\$ -
62.5 Micron MM 1 Meter Duplex Patch Cord SC - LC	\$ 24.21		\$ -
62.5 Micron MM 1 Meter Duplex Patch Cord SC - MT-RJ	\$ 19.95		\$ -
62.5 Micron MM 1 Meter Duplex Patch Cord LC - LC	\$ 28.69		\$ -
62.5 Micron MM 1 Meter Duplex Patch Cord LC - MT-RJ	\$ 27.43		\$ -
62.5 Micron MM 1 Meter Duplex Patch Cord MT-RJ - MT-RJ	\$ 20.18		\$ -
62.5 Micron MM 2 Meter Duplex Patch Cord ST - ST	\$ 18.11		\$ -
62.5 Micron MM 2 Meter Duplex Patch Cord ST - SC	\$ 20.53		\$ -
62.5 Micron MM 2 Meter Duplex Patch Cord ST - LC	\$ 24.84		\$ -
62.5 Micron MM 2 Meter Duplex Patch Cord ST - MT-RJ	\$ 19.78		\$ -
62.5 Micron MM 2 Meter Duplex Patch Cord SC - SC	\$ 22.14		\$ -
62.5 Micron MM 2 Meter Duplex Patch Cord SC - LC	\$ 25.30		\$ -
62.5 Micron MM 2 Meter Duplex Patch Cord SC - MT-RJ	\$ 21.10		\$ -
62.5 Micron MM 2 Meter Duplex Patch Cord LC - LC	\$ 29.79		\$ -
62.5 Micron MM 2 Meter Duplex Patch Cord LC - MT-RJ	\$ 28.58		\$ -
62.5 Micron MM 2 Meter Duplex Patch Cord MT-RJ - MT-RJ	\$ 21.33		\$ -
62.5 Micron MM 3 Meter Duplex Patch Cord ST - ST	\$ 19.26		\$ -
62.5 Micron MM 3 Meter Duplex Patch Cord ST - SC	\$ 21.62		\$ -
62.5 Micron MM 3 Meter Duplex Patch Cord ST - LC	\$ 25.93		\$ -

62.5 Micron MM 3 Meter Duplex Patch Cord ST - MT-RJ	\$	20.87		\$	-
62.5 Micron MM 3 Meter Duplex Patch Cord SC - SC	\$	23.23		\$	-
62.5 Micron MM 3 Meter Duplex Patch Cord SC - LC	\$	26.45		\$	-
62.5 Micron MM 3 Meter Duplex Patch Cord SC - MT-RJ	\$	22.20		\$	-
62.5 Micron MM 3 Meter Duplex Patch Cord LC - LC	\$	30.88		\$	-
62.5 Micron MM 3 Meter Duplex Patch Cord LC - MT-RJ	\$	29.67		\$	-
62.5 Micron MM 3 Meter Duplex Patch Cord MT-RJ - MT-RJ	\$	22.37		\$	-
50 Micron LOF OM3 MM 1 Meter Duplex Patch Cord ST - ST	\$	17.42		\$	-
50 Micron LOF OM3 MM 1 Meter Duplex Patch Cord ST - SC	\$	19.78		\$	-
50 Micron LOF OM3 MM 1 Meter Duplex Patch Cord ST - LC	\$	24.09		\$	-
50 Micron LOF OM3 MM 1 Meter Duplex Patch Cord ST - MT-RJ	\$	19.03		\$	-
50 Micron LOF OM3 MM 1 Meter Duplex Patch Cord SC - SC	\$	21.39		\$	-
50 Micron LOF OM3 MM 1 Meter Duplex Patch Cord SC - LC	\$	24.55		\$	-
50 Micron LOF OM3 MM 1 Meter Duplex Patch Cord SC - MT-RJ	\$	20.36		\$	-
50 Micron LOF OM3 MM 1 Meter Duplex Patch Cord LC - LC	\$	29.04		\$	-
50 Micron LOF OM3 MM 1 Meter Duplex Patch Cord LC - MT-RJ	\$	20.36		\$	-
50 Micron LOF OM3 MM 1 Meter Duplex Patch Cord MT-RJ - MT-RJ	\$	20.59		\$	-
50 Micron LOF OM3 MM 2 Meter Duplex Patch Cord ST - ST	\$	18.86		\$	-
50 Micron LOF OM3 MM 2 Meter Duplex Patch Cord ST - SC	\$	21.28		\$	-
50 Micron LOF OM3 MM 2 Meter Duplex Patch Cord ST - LC	\$	25.30		\$	-
50 Micron LOF OM3 MM 2 Meter Duplex Patch Cord ST - MT-RJ	\$	20.53		\$	-
50 Micron LOF OM3 MM 2 Meter Duplex Patch Cord SC - SC	\$	22.83		\$	-
50 Micron LOF OM3 MM 2 Meter Duplex Patch Cord SC - LC	\$	26.05		\$	-
50 Micron LOF OM3 MM 2 Meter Duplex Patch Cord SC - MT-RJ	\$	21.85		\$	-
50 Micron LOF OM3 MM 2 Meter Duplex Patch Cord LC - LC	\$	30.48		\$	-
50 Micron LOF OM3 MM 2 Meter Duplex Patch Cord LC - MT-RJ	\$	21.85		\$	-
50 Micron LOF OM3 MM 2 Meter Duplex Patch Cord MT-RJ - MT-RJ	\$	22.02		\$	-
50 Micron LOF OM3 MM 3 Meter Duplex Patch Cord ST - ST	\$	20.30		\$	-
50 Micron LOF OM3 MM 3 Meter Duplex Patch Cord ST - SC	\$	22.71		\$	-
50 Micron LOF OM3 MM 3 Meter Duplex Patch Cord ST - LC	\$	27.03		\$	-
50 Micron LOF OM3 MM 3 Meter Duplex Patch Cord ST - MT-RJ	\$	21.97		\$	-
50 Micron LOF OM3 MM 3 Meter Duplex Patch Cord SC - SC	\$	24.32		\$	-
50 Micron LOF OM3 MM 3 Meter Duplex Patch Cord SC - LC	\$	27.54		\$	-
50 Micron LOF OM3 MM 3 Meter Duplex Patch Cord SC - MT-RJ	\$	23.29		\$	-
50 Micron LOF OM3 MM 3 Meter Duplex Patch Cord LC - LC	\$	31.97		\$	-
50 Micron LOF OM3 MM 3 Meter Duplex Patch Cord LC - MT-RJ	\$	23.29		\$	-
50 Micron LOF OM3 MM 3 Meter Duplex Patch Cord MT-RJ - MT-RJ	\$	23.52		\$	-
SM 1 Meter Duplex Patch Cord ST - ST	\$	26.28		\$	-
SM 1 Meter Duplex Patch Cord ST - SC	\$	26.28		\$	-
SM 1 Meter Duplex Patch Cord ST - LC	\$	34.50		\$	-
SM 1 Meter Duplex Patch Cord ST - MT-RJ	\$	37.38		\$	-
SM 1 Meter Duplex Patch Cord SC - SC	\$	26.28		\$	-
SM 1 Meter Duplex Patch Cord SC - LC	\$	32.95		\$	-
SM 1 Meter Duplex Patch Cord SC - MT-RJ	\$	41.40		\$	-
SM 1 Meter Duplex Patch Cord LC - LC	\$	32.66		\$	-
SM 1 Meter Duplex Patch Cord LC - MT-RJ	\$	35.02		\$	-
SM 1 Meter Duplex Patch Cord MT-RJ - MT-RJ	\$	43.76		\$	-
SM 2 Meter Duplex Patch Cord ST - ST	\$	27.03		\$	-
SM 2 Meter Duplex Patch Cord ST - SC	\$	27.03		\$	-
SM 2 Meter Duplex Patch Cord ST - LC	\$	35.31		\$	-
SM 2 Meter Duplex Patch Cord ST - MT-RJ	\$	38.18		\$	-
SM 2 Meter Duplex Patch Cord SC - SC	\$	27.03		\$	-
SM 2 Meter Duplex Patch Cord SC - LC	\$	33.70		\$	-
SM 2 Meter Duplex Patch Cord SC - MT-RJ	\$	42.15		\$	-
SM 2 Meter Duplex Patch Cord LC - LC	\$	33.41		\$	133.84
SM 2 Meter Duplex Patch Cord LC - MT-RJ	\$	35.82		\$	-
SM 2 Meter Duplex Patch Cord MT-RJ - MT-RJ	\$	44.56		\$	-
SM 3 Meter Duplex Patch Cord ST - ST	\$	27.83		\$	-
SM 3 Meter Duplex Patch Cord ST - SC	\$	27.83		\$	-
SM 3 Meter Duplex Patch Cord ST - LC	\$	36.11		\$	-
SM 3 Meter Duplex Patch Cord ST - MT-RJ	\$	38.93		\$	-
SM 3 Meter Duplex Patch Cord SC - SC	\$	27.83		\$	-
SM 3 Meter Duplex Patch Cord SC - LC	\$	34.50		\$	-
SM 3 Meter Duplex Patch Cord SC - MT-RJ	\$	42.95		\$	-
SM 3 Meter Duplex Patch Cord LC - LC	\$	34.21		\$	-
SM 3 Meter Duplex Patch Cord LC - MT-RJ	\$	36.57		\$	-
SM 3 Meter Duplex Patch Cord MT-RJ - MT-RJ	\$	45.31		\$	-
MULTIPAIR COPPER CABLE (OUTDOOR RATED) - PRICE PER FOOT INSTALLED					
25 Pair 24 AWG Gel Filled	\$	2.24		\$	-
25 Pair 24 AWG Figure 8	\$	6.33		\$	-
25 Pair 22 AWG Gel Filled	\$	2.24		\$	-
25 Pair 22 AWG Figure 8	\$	6.33		\$	-
50 Pair 24 AWG Gel Filled	\$	3.34		\$	-
50 Pair 24 AWG Figure 8	\$	7.30		\$	-
75 Pair 24 AWG Gel Filled	\$	7.76		\$	-
75 Pair 24 AWG Figure 8	\$	21.85		\$	-

100 Pair 24 AWG Gel Filled	\$	6.33		\$	-
100 Pair 24 AWG Figure 8	\$	10.06		\$	-
200 Pair 24 AWG Gel Filled	\$	9.14		\$	-
200 Pair 24 AWG Figure 8	\$	17.25		\$	-

MULTIPAIR COPPER CABLE (INDOOR RATED) - PRICE PER FOOT INSTALLED					
25 pair 24 AWG Non-Plenum Feeder Cable Installed per Foot	\$	1.84		\$	-
25 pair 24 AWG Plenum Feeder Cable Installed per Foot	\$	2.01		\$	-
50 pair 24 AWG Non-Plenum Feeder Cable Installed per Foot	\$	2.82		\$	-
50 pair 24 AWG Plenum Feeder Cable Installed per Foot	\$	3.22		\$	-

MULTIPAIR COPPER CABLE COMPONENTS					
25 pair Building Entrance Protector, 110 termination, wall mount	\$	143.75		\$	-
50 pair Building Entrance Protector, 110 termination, wall mount	\$	546.25		\$	-
100 pair Building Entrance Protector, 110 termination, wall mount	\$	454.25		\$	-
200 pair Building Entrance Protector, 110 termination, wall mount	\$	902.75		\$	-
Building Entrance Protector Fuse (3C1S)	\$	4.43		\$	-
Building Entrance Protector Fuse (4C1S)	\$	4.66		\$	-
100 pair 110 type IDC block and wall mount bracket	\$	11.67		\$	-
300 pair 110 type IDC block and wall mount bracket	\$	29.67		\$	-
110 type C-4 4 pair clip	\$	0.58		\$	-
110 type C-5 5 pair clip	\$	0.58		\$	-
50 pair 66 block with 89D bracket	\$	9.14		\$	-
RJ-31X termination block	\$	5.41		\$	-
24 Port RJ45 Category 5e Patch Panel Rack Mounted	\$	140.01		\$	-
48 Port RJ45 Category 5e Patch Panel Rack Mounted	\$	253.98		\$	-

MULTIPAIR COPPER CABLE TERMINATIONS					
Labor to terminate 1 pair	\$	1.15		\$	-
Labor to terminate 25 Pair	\$	25.88		\$	-

MULTIPAIR COPPER CABLE SPLICING					
Labor to splice 1 pair	\$	8.63		\$	-
Labor to splice 25 Pair	\$	207.00		\$	-
Splice case for 25 Pair	\$	98.19		\$	-
Splice case for 50 Pair	\$	139.90		\$	-
Splice case for 75 Pair	\$	139.90		\$	-
Splice case for 100 Pair	\$	139.90		\$	-
Splice case for 200 Pair	\$	230.00		\$	-
IDC Butt Connectors - Scotchlok UR2 or equal - each	\$	0.17		\$	-
25 Pair Straight splicing module 3M 710 type or equal - each	\$	5.18		\$	-

FOUR PAIR COPPER CABLE (OUTDOOR RATED) - PRICE PER FOOT					
Category 5e Flooded Outdoor Cable - installed per foot	\$	2.70		\$	-
Category 6 Flooded Outdoor Cable - installed per foot	\$	2.88		\$	-

FOUR PAIR COPPER CABLE COMPONENTS					
Category 5e 4-pair 100/1000 Base-T POE Surge Protector	\$	166.75		\$	-
Category 6 4-pair 100/1000 Base-T POE Surge Protector	\$	178.25		\$	-

COAX CABLE					
RG 6 Gel Filled	\$	0.14		\$	-
RG-6 Figure 8	\$	0.17		\$	-
RG 11 Gel Filled	\$	0.29		\$	-
RG-11 Figure 8	\$	0.35		\$	-
Half-Inch Coax Gel Filled	\$	1.27		\$	-
Half-Inch Coax Figure 8	\$	0.89		\$	-

COAX COMPONENTS					
RG 6 Faceplate with F-Connector Barrel - installed	\$	11.50		\$	-
RG 6 F-Connector - installed	\$	5.75		\$	-
RG 11 F-Connector - installed	\$	8.63		\$	-
Half-Inch Connector - installed	\$	143.75		\$	-

RACK AND EQUIPMENT INSTALLATION					
19-inch by 84-inch 2-Post Floor Mounted Rack	\$	253.00		\$	-
10 foot long by 12-inch wide Ladder Rack for Rack and Cable Support	\$	144.61		\$	-
Rack Top Mounting Plate - to Ladder Rack	\$	40.25		\$	-
Wall Angle Bracket for 12-inch Ladder Rack	\$	20.13		\$	-
Wall Triangle Support Bracket for 12-inch Ladder Rack	\$	51.75		\$	-
Vertical Wire Manager - double sided, 4-inch width, 84-inch height, with covers	\$	230.00		\$	-
Vertical Wire Manager - double sided, 6-inch width, 84-inch height, with covers	\$	264.50		\$	-
Horizontal Wire Manager 1-RU double sided with covers	\$	74.75		\$	-
Horizontal Wire Manager 2-RU double sided with covers	\$	74.75		\$	-
AWG #6 Stranded Ground Wire with Green Jacket - installed per foot	\$	0.69		\$	-
Pre-Drilled Copper Grounding Bus Bar 2-inch by 10-inch with Stand Off Bracket	\$	97.75		\$	-
Copper Ground Lug - 2-hole mounting for AWG #6 Stranded Ground Wire	\$	7.48		\$	-
19-inch by 24-inch Wall Mounted Swing Gate Rack, 20-inch minimum mounting depth	\$	345.00		\$	-
19-inch by 48-inch Wall Mounted Swing Gate Rack, 20-inch minimum mounting depth	\$	460.00		\$	-
19-inch by 24-inch Wall Mounted Lockable Cabinet, 20-inch minimum mounting depth	\$	632.50		\$	-
19-inch by 48-inch Wall Mounted Lockable Cabinet, 20-inch minimum mounting depth	\$	833.75		\$	-
Remote Equipment Cabinet (Hubbell model # Rebox RE4XB or Equivalent)	\$	805.00		\$	-

OTHER PER UNIT ITEMS			
J-Hook / Cable Support - Installed	\$	4.03	-
J-Hook / Cable Support GRID WIRE HANGER - installed	\$	12.36	-
J-Hook / Cable Support BEAM CLAMP AND THREADED ROD - installed	\$	40.25	-
4-Foot by 8 Foot by 3/4-inch thick Fire Rated Plywood - installed	\$	94.88	-
4-Foot by 4 Foot by 3/4-inch thick Fire Rated Plywood - installed	\$	63.83	-
Wall Penetration and Sleeve - Up to 2-inch diameter - non-Masonry - installed	\$	63.25	-
Wall Penetration and Sleeve - 2-inch to 4-inch diameter - non-Masonry - installed	\$	103.67	-
Core Drill and Sleeve per 2" Hole Up to 4" thick Masonry - installed	\$	40.25	-
Core Drill and Sleeve per 4" Hole Up to 6" thick Masonry - installed	\$	86.25	-
Intumescent, non hardening Fire Stop Putty - Installed Up to 2-inch Sleeve/Conduit	\$	11.50	-
Intumescent, non hardening Fire Stop Putty - Installed 2-inch to 4-inch Sleeve/Conduit	\$	17.25	-
Stainless Steel Cable Tie - up to 14 inch length	\$	5.75	-
SUB TOTAL			73,255.52

TIME (HOURLY LABOR RATES)			
Labor Description:			
hours are for Rodding existing building pathways hand digging			
Regular Hours @	\$	51.75	50
Regular 1/2 Hours @	\$	25.88	
Overtime Hours @	\$	77.63	
Overtime 1/2 Hours @	\$	38.81	
Holiday Hours @	\$	155.25	
Holiday 1/2 Hours @	\$	77.63	
Emergency Repair Rate - Low Priority (Resolution within 3 business days (SLA as of 1/9/12))	\$	51.75	
Emergency Repair Rate - Medium Priority (Resolution within 24 hours (SLA as of 1/9/12))	\$	63.25	
Emergency Repair Rate - High Priority (Resolution within 8 hours (SLA as of 1/9/12))	\$	63.25	
Emergency Repair Rate - Critical Priority (Resolution within 4 hours (SLA as of 1/9/12))	\$	74.75	
SUB TOTAL			2,587.50

Additional Miscellaneous Materials (Description)			
RXR Encroachment	\$	8,625.00	1
Triffic Control	\$	920.00	15
1.25 Interduct Installed	\$	2.59	1000
	\$	-	
	\$	-	
Assumptions			
1= No rock drilling will be needed and is not part of this quote	\$	-	
2=Cost of RXR bore may increase do to requirements by the RailRoad	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
SUB TOTAL			25,015.00
TOTAL FOR INSTALLED PROJECT			
			100,858.02





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: March 18, 2019

SUBJECT: Internet and data circuit renewals

DEPARTMENT: Information Technology

CONTACT PERSON: Kyle Edwards

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve internet and data circuit renewals.
BUDGET IMPACT	\$131,109.84 over 36 months (reducing current cost by \$14,400 over 36 months)
ATTACHMENTS	1. Contract 2. Rate lock addendum
PRIOR BOARD ACTION	n/a
RECOMMENDATION	Approve internet and data circuit renewals in the amount of \$131,109.84.
SUMMARY	

The attached contract renewal includes 3 data circuits as well as several telephone lines. The data circuits provide the following:

1. Primary Internet connectivity for the Government Center, Library, General Services, Summit, Buggy, COLTS, Enrichment Center, and Courthouse campus buildings
2. Point to Point connectivity between the Government Center and Buggy building for County/City telephony and County data transmission
3. Point to Point connectivity between the Government Center and Community College for PEG channel data transmission

The telephone lines referenced in this contract are for fire and security systems that still require traditional dial tone.

Windstream has released documentation regarding an impending rate increase which is normal business roughly every five years of up to ~15%. This contract will allow us to avoid this rate increase during the term and reduce current costs of these 3 circuits and phone lines by ~\$400 per month over the 36 month term.

Service Location Listing - Monthly Recurring Charges

Primary Billing Account LEE COUNTY GVMT Gov Ctr., #4936
Quote # 1747873
Company Representative Elaine A Stone Rep ID e0016900
Effective Date 02/27/2019
MME \$3,641.94

Location Name & Service Address	Access	Voice	Data	Total
LEE COUNTY GVMT Gov Ctr. 106 HILLCREST DR, SANFORD, NC 27330-4021	\$2,400.00	\$221.94	\$20.00	\$2,641.94
LEE COUNTY GOV. Buggy Factory 115 CHATHAM ST, SANFORD, NC 27330-4335	\$800.00		\$0.00	\$800.00
Lee County Gov.- PEG Channell Link @ CCCC 1105 KELLY DR, SANFORD, NC 27330-9059	\$200.00		\$0.00	\$200.00
Total	\$3,400.00	\$221.94	\$20.00	\$3,641.94

Customer Name			
Customer Name	LEE COUNTY GVMT Gov Ctr., #4936	Proposal / Quote ID	1747873
Install Street Address	106 HILLCREST DR	City, State, Zip, Country	SANFORD, NC, 27330-4021, USA
Opportunity ID	1899408	Service Order Type	Renewal
Contract Term	36	Effective Date	02/27/2019

Bundled Services	Total Qty	Price/Unit	Total Price
Internet Service Bundle			
Internet Service	1,000.0 Mbps	--	Included
DEDICATED INET BANDWIDTH-1000M	1	--	Included
Total Services			\$1,400.00

VLS Bundle			
200 MB ETHERNET VLS SERVICE	200 Mb	--	Included
Total Services			\$800.00

VLS Bundle			
9.0 MBPS VIRTUAL LAN SERVICE	9 Mb	--	Included
Total Services			\$200.00

	Included	Total Qty	Price/Unit	Total Price
Common Voice Features				
900/976 Block	--	1	\$0.00	\$0.00
International Block	--	1	\$0.00	\$0.00
Internet				
ADDITIONAL 8 IP ADDRESSES	--	1	\$20.00	\$20.00
Advantage Business Lines				
POTS Lines	--	6	\$36.99	\$221.94
Total Features				\$241.94

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Ethernet	--	1	\$0.00	\$0.00
Internet				
Internet Port	--	1	\$0.00	\$0.00
Advantage Business Lines				
1st Line Install	--	1	\$0.00	\$0.00
Additional Line Install	--	1	\$0.00	\$0.00
Service Order Charge	--	1	\$0.00	\$0.00
VLS				
VLS Port	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$2,641.94
Total Location Non-Recurring Charges	\$0.00

* Rates are subject to change on 30 days notice via bill message on customer's invoice.

** Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <https://www.windstream.com/about/legal/Fee-and-Surcharge-Guide>

*** Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

⌚ Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

Customer Name			
Customer Name	LEE COUNTY GOV. Buggy Factory, #67768294	Proposal / Quote ID	1747873
Install Street Address	115 CHATHAM ST	City, State, Zip, Country	SANFORD, NC, 27330-4335, USA
Opportunity ID	1899408	Service Order Type	Renewal
Contract Term	36	Effective Date	02/27/2019

Bundled Services	Total Qty	Price/Unit	Total Price
------------------	-----------	------------	-------------

VLS Bundle			
200 MB ETHERNET VLS SERVICE	200 Mb	--	Included
Total Services			\$800.00

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Ethernet	--	1	\$0.00	\$0.00
VLS				
VLS Port	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$800.00
Total Location Non-Recurring Charges	\$0.00

Customer Name			
Customer Name	Lee County Gov.- PEG Channell Link @ CCCC, #982464	Proposal / Quote ID	1747873
Install Street Address	1105 KELLY DR	City, State, Zip, Country	SANFORD, NC, 27330-9059, USA
Opportunity ID	1899408	Service Order Type	Renewal
Contract Term	36	Effective Date	02/27/2019

Bundled Services	Total Qty	Price/Unit	Total Price
------------------	-----------	------------	-------------

VLS Bundle			
9.0 MBPS VIRTUAL LAN SERVICE	9 Mb	--	Included
Total Services			\$200.00

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Ethernet	-	1	\$0.00	\$0.00
VLS				
VLS Port	-	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$200.00
Total Location Non-Recurring Charges	\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$3,641.94
Total Non-Recurring Charges	\$0.00
Minimum Monthly Fee	\$3,641.94

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

CUSTOMER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

WINDSTREAM

Signature: _____

Printed Name: _____

Title: _____

Date: _____

This offer is voidable by Windstream if not signed and returned to Windstream by 13th day of April, 2019 .



WINDSTREAM SERVICE TERMS AND CONDITIONS

Together with any proposal/order, service schedule(s), and any document incorporated by reference herein, these terms ("Agreement") apply to all telecommunications and related services ("Services") provided to Customer by the Windstream affiliate billing Customer ("WIN").

1. **Term and Renewal.** This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the last date that Services are installed (the "Term"). Upon expiration of the Term, **this Agreement will automatically renew for successive one-year terms** (each, a "Renewal Term") and WIN reserves the right to increase rates to its then-current rates. If this Agreement is a renewal, it may take one to two billing periods for the rates herein to become effective.
2. **Charges for Services.** Charges are set forth on a proposal or assessed as Services are used by Customer (i.e., features, installation/repair, including after-hours installation, long distance (rounded up to next cent), etc.). Customer is responsible for all permissible taxes, surcharges, fees, and assessments that apply to Services, including how those may change in the future, and regardless of whether such charges are identified in the Agreement. Customer shall pay all charges if WIN or a third party provider is required to extend the demarcation point, delay installation due to Customer, or undertake special construction. **WIN RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCS") ON AT LEAST THIRTY (30) DAYS' NOTICE AND OTHER RATES AT ANY TIME.**
3. **Installation.** Customer must provide an environment that is suitable for the Services, including equipment that is compatible with WIN's network. Unless otherwise agreed in writing by WIN, Customer is responsible for obtaining access to Customer's premises for WIN to install Services/performance maintenance and WIN will not enter into any agreements with Customer's landlord or other third parties to obtain same. Customer is solely responsible for disconnecting Services with its current service provider to avoid duplicated charges after Service installation. For fixed wireless Services, unless otherwise agreed in writing by WIN, Customer has the additional material obligations to: (a) obtain "roof rights" and make available all evidence of same to WIN; (b) provide space for WIN equipment at the Service locations, no further than three hundred (300) feet from Customer's router or switch interface; and, (c) provide internal building conduit to allow WIN the ability to rod/rope to the point of demarcation. WIN shall not be liable for any reasonable alterations or necessary work to the Service locations that are required for installation and removal of WIN equipment.
4. **Billing and Payment; Disputes.** Installation occurs and billing at a location begins on the earlier of (i) the date WIN makes Services available to Customer for its use (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) the date that Service would have been available for use by Customer if Customer had fulfilled its obligations required to provision and install the Service. Bills are issued monthly and are late if not paid by the due date reflected on the invoice. Customer is responsible for paying all costs and fees WIN incurs as a result of collecting Customer's unpaid and resolved disputed charges. WIN may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. WIN may accept payments marked "payment in full" or being in settlement of any dispute without waiving any rights it has to collect in full. If full payment is not received for undisputed charges in immediately available funds, WIN will add collection and late fees. In certain service areas, paper bills are available only upon request and for a monthly charge. WIN reserves the right to charge a fee for payments made by credit card. To dispute charges, Customer must do so in good faith and deliver to WIN in writing the specific basis for such dispute within sixty (60) days after the date on the invoice or the dispute shall be deemed waived.
5. **Credit and Deposits.** Customer authorizes WIN to ask credit-reporting agencies for Customer's credit information. WIN may either refuse to serve Customer based on such credit information or require Customer to submit an initial security deposit and/or advance payment or if Customer increases Services, is late on payment, or its credit rating changes. Any deposit will be refunded if not applied by WIN to any unpaid amount.
6. **Moves.** If Customer moves, it must provide at least ninety (90) days' advance written notice and pay applicable installation charges and increased monthly service charges for the new location. If WIN cannot serve the new location, cannot install Service at the new location due to Customer's failure to provide enough notice, or Customer terminates due to the move, cancellation charges or liquidated damages pursuant to Sec. 11 shall apply.
7. **WIN-Provided and Owned Equipment; Customer Equipment Compatibility.** Any equipment owned and installed by WIN on Customer's premises remains the property of WIN. Equipment shall remain in good condition and be reasonably protected by Customer from theft and damage, less normal wear and tear. WIN shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse WIN for the cost of any necessary repairs. WIN reserves the right to refuse to perform any installation or repair work and may, when necessary, charge Customer for interior or exterior cable or wiring to complete the installation or repairs at WIN's then current hourly rates. Customer shall provide WIN reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If WIN does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if WIN requires Customer to return the equipment and Customer does not return the equipment to WIN within thirty (30) days of termination or it is returned damaged (during shipping or otherwise), Customer shall reimburse WIN for the replacement cost of the equipment plus processing and shipping fees, as well as any attorney's fees and costs to collect. Customer's equipment, software, cables or hardware attached to WIN equipment or WIN's network is solely the responsibility of Customer and must be compatible with and not cause any interference on WIN's network.
8. **WIN-Provided Software.** Software and its documentation provided as part of Services and Equipment or otherwise provided by WIN to Customer shall be used by Customer solely as part of the Services and for no other purpose and Customer acknowledges and agrees that the Software is the exclusive property of WIN or a third-party licensor. Customer may be required to provide WIN with evidence that its use of the software is in compliance with this Agreement and/or third-party software licensor's terms. Customer agrees it will not: (i) use or make any copies of the software, or install the software on more than one computer at a time; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, distribute the software or otherwise allow third parties to access to use the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software.

9. **Use of Services; Restricted Calling Services; HIPAA Compliance.** Customer and/or anyone acting through it may not resell Services or use Services for: (a) traffic aggregation; (b) its own end users and/or customers as a telecommunications or any other kind of provider; (c) sending WIN calls that originate from a location other than the local calling area associated with the Customer's service location; or (d) sending WIN large volumes of calls from or to areas that are high-cost (areas with access costs greater than regional Bell operating company access costs) or to a toll-free number. Additionally, no more than ten percent (10%) of Customer's calls may be six (6) seconds or less and/or no more than forty percent (40%) of call attempts may be uncompleted per trunk group and/or DS0/DS0 equivalent. For violations of this Section, WIN may: (w) immediately terminate Services; (x) charge Customer long-distance charges and an additional price per minute; (y) charge Customer any additional amounts necessary to recoup WIN's administrative costs and charges from other carriers; and/or, (z) require Customer to pay for the excessive use immediately and make a deposit.
- a. **Restricted Calling Services.** WIN will restrict international long distance and 900/976 calling functionality ("Restricted Calling Services") from Customer's account originating on the WIN-provided Service and will only restore such functionality upon request by an authorized representative of Customer. In the event Customer requests restoration of such functionality, Customer agrees and acknowledges that it is liable for all charges associated with the Restricted Calling Services dialed from Customer's premises or through the use of Customer's WIN account access and/or calling card codes, regardless of whether such use is: (i) authorized by Customer management, (ii) initiated by Customer employees or third parties, or (iii) constitutes or involves frequent activity of any nature. Customer agrees that WIN assumes no liability of any kind with respect to its providing access to Restricted Calling Services via connections from Customer premises and locations where Customer uses WIN Services. Customer shall indemnify, defend and hold harmless WIN against any and all claims made by the third party provider of Restricted Calling Services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third party vendors of Restricted Calling Services could result in suspension or interruption of long distance and/or local services provided by WIN, and WIN assumes no liability of any kind with respect to such potential service suspensions or interruptions.
- b. **HIPAA Compliance.** Customer is responsible for informing WIN in writing if: (i) Customer is a Covered Entity or Business Associate (both as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")); and (ii) Customer Content includes Protected Health Information ("PHI") (as defined in HIPAA). If Customer notifies WIN that it is a Covered Entity or Business Associate and that Customer Content includes PHI, and WIN determines that, based on such notification, it is rendered a Business Associate, then the parties will execute WIN's Business Associate Agreement. If Customer does not so notify WIN, then WIN will have no obligation to provide the Services in compliance with HIPAA.
10. **Termination.** Either party may terminate this Agreement by providing at least forty-five (45) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and fails to cure within forty-five (45) days after written notice (or after ten (10) days' notice for nonpayment). Customer's right to terminate for breach applies to the affected location and/or Services only. WIN may limit, interrupt, suspend or terminate Services IMMEDIATELY if Customer or others acting through Customer: (a) use the Services in violation of Sec. 9; (b) use the Services in a manner that affects WIN's network or other customers, (c) use the Services fraudulently or unlawfully; (d) use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or, (e) use the Services in a manner that may cause or is causing an imminent and significant operational, financial, or security risk; or, (f) impersonates another person, uses obscene or profane language or is abusive to or harassing WIN representatives and fails to stop such behavior after receiving a written or verbal warning. After termination due to breach, WIN may restore Service if Customer corrects any breach and pays all outstanding amounts owed, including restoration charges. In addition to these termination rights, if WIN determines that providing Services is not economically or technically feasible or because underlying facilities leased from third parties are no longer available to WIN due to legal/regulatory changes, WIN has the right to terminate this Agreement either prior to installation or on sixty (60) days' notice after installation.
11. **Effect of Termination.**
- a. **Pre-Installation-** If Customer terminates this Agreement due to any reason other than WIN's material breach or if WIN terminates this Agreement due to Customer's material breach after the Effective Date but prior to the installation of Service(s), Customer will pay WIN a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if WIN's costs to other providers are greater than this amount, Customer shall also reimburse WIN for such additional costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by WIN to prepare for installation. The Cancellation Charge set forth in this Section is in lieu of the charges set forth in 11(b).
- b. **Post-Installation - IF CUSTOMER TERMINATES THIS AGREEMENT OR PART OR ALL SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR WIN'S MATERIAL BREACH OR IF WIN TERMINATES THIS AGREEMENT DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER SHALL PAY TO WIN AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCS APPLICABLE TO THE SERVICES THAT WERE TERMINATED MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM EXCEPT THAT IF WIN'S COSTS TO OTHER PROVIDERS ARE GREATER THAN THIS AMOUNT, CUSTOMER SHALL ALSO REIMBURSE WIN FOR SUCH ADDITIONAL COSTS. IF THE CUSTOMER PARTIALLY CANCELS AND HAS A MINIMUM MONTHLY FEE ("MMF"), THEN THE CUSTOMER SHALL CONTINUE TO BE BILLED THE MMF ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WIN.**
12. **Limitation of Liability; Indemnity.** FOR PURPOSES OF SECTIONS 12 AND 13, "WIN" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WIN RESELLS SERVICES. EXCEPT FOR WILLFUL MISCONDUCT, WIN'S LIABILITY FOR SERVICES AND INSTALLATION WILL NOT EXCEED ANY CREDITS OFFERED BY WIN FOR OUTAGES PURSUANT TO WIN'S THEN-EFFECTIVE CREDIT POLICY. IN NO EVENT WILL WIN BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED DUE TO THEFT OR FRAUD OVER THE SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WIN NOTIFIES CUSTOMER OF INCREASED USAGE. PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WIN'S LIABILITY AS PROVIDED HEREIN. CUSTOMER INDEMNITY: CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD WIN HARMLESS IF CUSTOMER'S USE OF THE SERVICES CAUSES A THIRD PARTY TO MAKE A CLAIM AGAINST WIN.

13. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WIN'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS. EXCEPT AS EXPRESSLY PROVIDED IN WIN'S PRIVACY POLICY AND BY LAW, WIN HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WIN'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.
14. **Force Majeure.** WIN shall have no liability, including service credits, for any delay or failure to perform caused by any event beyond its reasonable control or during any maintenance periods necessary on WIN's network or equipment, including but not limited to delays or failures caused by third parties' or Customer's actions or failure to act or permit WIN access.
15. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.** THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE SERVICE PUBLICATIONS POSTED AT <http://www.windstream.com/Legal-Notices/>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; (IV) FOR CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), THE CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES REQUIRED PRIOR TO ACCESSING THEM; AND (V) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE. This Agreement constitutes the parties' entire agreement. In the event of any conflict between the terms of this document and any of the documents incorporated by reference, the terms of this document control followed (in order) by any click-through agreements for applicable Services, the Tariffs and the FCC or state Service Publications, and then the Acceptable Use and Privacy policies
16. **Miscellaneous.** (a) **Signatures and Amendments:** This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. WIN also may execute this Agreement via a verifiable electronic signature. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any WIN employee or agent; (b) **Notices and Electronic Communications:** Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to WIN at WIN, Attn: Correspondence Division, 301 N. Main St., Greenville, SC 29601, windstream.business.support@windstream.com or at such other address provided to the other party. Customer disconnection requests must be initiated by accessing the online portal at www.windstreamonline.com, or by calling 1-800-600-5050. Any other means of providing notice of disconnection is void and has no effect, even if actually received by WIN. CUSTOMER AGREES THAT WIN MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WIN'S SERVICES; (c) **Compliance with Laws; Applicable Law:** Each party shall comply with all laws and regulations applicable to this Agreement. This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided or, if provided in multiple states, then Delaware law, both of which shall be without regard to that state's conflict of laws principles; (d) **Waiver of Jury Trial.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (e) **Statute of Limitations:** Other than billing disputes subject to shorter time periods in Sec. 4, no claim may be asserted by either party more than two (2) years after the occurrence that is the basis of the claim; (f) **Assignment:** On written notice, either party may assign this Agreement (for WIN, such assignment may be in whole or in part), to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer must complete all paperwork necessary to effectuate such assignment or any change in ownership.; (g) **Third Party Beneficiaries:** No third party shall be deemed a beneficiary of this Agreement; (h) **Waiver:** Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) **Severability:** If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) **Survival:** Sections 7, 12 and 13 survive after this Agreement ends; (k) **Handwritten Changes:** Handwritten changes are not binding on either party; (l) **Use of Products in U.S.** Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At WIN's request, Customer shall sign written assurances and other export-related documents as may be required for WIN to comply with U.S. export regulations; (m) **Publicity and Confidentiality:** Customer agrees that WIN may publicly disclose that WIN is providing Services to Customer and may include Customer's name in promotional materials and press releases. Except when this Agreement is required to be filed with a governmental authority, this Agreement is confidential and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of WIN.

For Managed CPE Firewall Services only:

Authorization to Perform Testing. Customer grants WIN the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service ("Firewall"). Customer agrees to notify WIN and obtain any third party service provider's ("Host") consent to provide the Firewall on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein and to facilitate any necessary communications and exchanges of information between WIN and Host in connection with the Firewall. Customer agrees to indemnify, defend and hold WIN and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this Section and from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Firewall entails certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Firewall; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

For Managed Network Security Cloud Firewall only:

WIN agrees that it will maintain all applicable PCI-DSS requirements to the extent WIN handles, has access to, or otherwise stores, processes, or transmits Customer's cardholder data or sensitive authentication data, or manages Customer's cardholder data environment on behalf of Customer.

Security Compliance Audits:

Unless stated otherwise in writing by WIN via an addendum to this Agreement, any Services or equipment provided by WIN are outside the scope of any security audits performed by Customer or its agents. While WIN Sales representatives can help Customer with incorporating our Services and equipment as component parts of a compliant overall security strategy, WIN makes no representations that its Services or equipment are compliant with industry-specific guidelines, regulations, or laws including, but not limited to, Payment Card Industry Standards, the Health Insurance Portability and Accountability Act, and/or Sarbanes-Oxley.

For OfficeSuite UC® Fax Services only:

The following conditions apply: (i) if a fax line goes over its allotted number of fax pages in a given month, each additional page above the bundle level purchased will be billed at the overage rate per fax page sent or received, as identified within bundle selection. For OfficeSuite® Fax Measured package, each domestic page sent and received will be billed at \$0.065 per page; (ii) international faxing is not supported; (iii) only one (1) email address may be associated with each fax number for sending or receiving; (iv) only one (1) bundle package applies per email address. A bundle limit may not be shared across multiple email addresses; (v) unused fax pages will not rollover to the next month's billing; and (vi) a copy of faxes sent and received will be stored for ninety (90) days in the MyOfficeSuite™ portal and then deleted. It is recommended that Customer download or forward faxes to store locally.



APPLICATION FOR CREDIT

Representative: Elaine A Stone
Representative Phone: 980-333-8875

CUSTOMER INFORMATION

Customer Name: LEE COUNTY GVMT Gov Ctr. Tax Exempt Status: _____
 Federal Tax ID or SS Number: EMR: \$3,641.94
 Billing Address: 106 HILLCREST DR Years In Operation: _____
 Number Of Employees: _____
 City: SANFORD Business Structure: _____
 State: NC Zip: 27330-4021 Nature Of Business: _____

SALESPERSON / COMPANY (If Applicable)

Company Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____

CUSTOMER CONTACT INFORMATION

Contact Name: Kyle Edwards AP Contact Name: _____
 Contact Phone: (919) 718-4624 AP Contact Phone: _____
 Contact Fax: _____ AP Contact Fax: _____
 Contact Email: kedwards@leecountync.gov AP Contact Email: _____
 Principal/Partner/Officer Full Name: _____ Title: _____

BANK REFERENCE

Bank Name: _____
 Address: _____ Bank Contact Name: _____
 City: _____ Bank Contact Phone: _____
 State: _____ Bank Contact Fax: _____
 Zip: _____ Account Number: _____

TRADE REFERENCES

	Vendor	Account Number	Phone	Fax	Contact
1.	_____	_____	_____	_____	_____
Address: _____					
2.	_____	_____	_____	_____	_____
Address: _____					
3.	_____	_____	_____	_____	_____
Address: _____					
Current Local Telco: _____			Current LD Carrier: _____		

Authorization

Accepted By Customer

I hereby represent that I am authorized to submit this application on behalf of the Customer named above, and the information provided is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Company, and its affiliates to investigate the references listed pertaining to my/our credit and financial responsibility sold. I further represent that the customer applying for credit has the financial ability and willingness to pay for all invoices with established terms.

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____



Letter of Agency

Contact Name:	Company Name:
Billing Address:	
City, State, Zip:	
Current Carrier:	Order Date:

Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorized Windstream Communications (“Windstream”) and its operating affiliates* listed on Exhibit A to change my Company’s provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below. Check all applicable services:

<input type="checkbox"/>	Local
<input type="checkbox"/>	Intrastate, IntraLATA Long Distance Service (also known as local toll)
<input type="checkbox"/>	Interstate, InterLATA and International Long Distance

I represent that I am at least eighteen years of age and that I have the authority to change telecommunications carriers for each of the telephone numbers identified below. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number.

I choose Windstream to act as my agent to carry out the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, equipment vendor(s), and consultant (s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. I understand, that there may be a fee to change from the Company’s current telecommunications carrier(s) to Windstream.

INSTRUCTIONS: LIST ALL APPLICABLE BILLING TELEPHONE NUMBERS OR LIST THE MAIN BILLING TELEPHONE NUMBER BELOW AND ATTACH A DOCUMENT IDENTIFYING ALL ASSOCIATED TELEPHONE NUMBERS SUBJECT TO THIS LOA

Telephone Numbers:

I authorize Windstream to issue all necessary instructions on my behalf and confirm that my preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above. This agreement will remain in effect until revoked in writing by the Company.

Company Signature: _____ Date: _____

*Business Telecom of Virginia, Business Telecom, Cavalier Telephone Mid-Atlantic, Cavalier Telephone, Choice One Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New York, Ohio, Pennsylvania, or Rhode Island), Connecticut Broadband, Connecticut Telephone & Communication Systems, Conversent Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, or Vermont), CTC Communications, CTC Communications of Virginia, DeltaCom Business Solutions, DeltaCom, EarthLink Business, EarthLink Carrier, Georgia Windstream, Intellifiber Networks, LDMI Telecommunications, Lightship Telecom, McLeodUSA Telecommunications Services, Nebraska Windstream, Network Telephone, NuVox (Arkansas or Indiana), Oklahoma Windstream, PAETEC Communications of Virginia, PAETEC Communications, Talk America of Virginia, Talk America, Texas Windstream, The Other Phone Company, US LEC Communications, US LEC (of Alabama, Florida, Georgia, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, or Virginia), US Xchange (of Illinois, Indiana, Michigan, or Wisconsin), Windstream (Communications Southwest, Accucomm Telecommunications, Alabama, Arkansas, Buffalo Valley, Communications Kerrville, Communications Telecom, Communications, Concord Telephone, Conestoga, D&E Systems, D&E, Direct, EN-TEL, Florida, Georgia Communications, Georgia Telephone, Georgia, Iowa Communications, Iowa-Comm, IT-Comm, KDL, KDL-VA, Kentucky (East or West), Kerrville Long Distance, Lakedale Link, Lakedale, Lexcom Communications, Lexcom Long Distance, Mississippi, Missouri, Montezuma, Norlight, North Carolina, NorthStar, NTI, Windstream of the Midwest, Ohio, Oklahoma, Pennsylvania, South Carolina, Southwest Long Distance, Standard, Sugar Land, Systems of the Midwest, or Western Reserve), or Windstream NuVox (of Indiana, Kansas, Missouri, Ohio, and Oklahoma)



As required by FCC rules, this form is to be completed for any private line or similar services to determine whether the Federal Universal Service Surcharge applies. Please check the appropriate box, complete the required information, and return as directed below.

Private Line Jurisdictional Traffic Certification

Customer Name: _____

Customer Address: _____

Contact Person: _____

Contact Person's Telephone Number: _____

Customer represents and verifies that:

1. The amount of traffic routed over leased private line circuit(s) or similar type services (circuits, Virtual Private Network (VPN), Virtual LAN Service (VLS), Business Data, TDM, Frame Relay, etc) represent:

Please check one of the boxes below

- Intrastate Services – If the end points of the circuit(s) are in the same state and at least 90% of the traffic stays within the same state the service is considered “intrastate” or if the services are used within a state (excluding internet usage and long distance calls). Example includes: bank connects ATMs to a centralized location and FX lines within the state.
- Interstate services – If the end points of the circuit(s) are in different states or more than 10% of the traffic crosses a state boundary the service is considered “interstate”. Example includes: a circuit from a manufacturing plant in one state to a main office in another state.
- Some circuits that the Customer purchases carry 10% or less interstate traffic and some circuits that Customer purchases carry more than 10% interstate traffic. If your circuits are mixed, please provide a list of circuits IDs and whether they are intrastate or interstate. The circuit listing should be sent to wci.regulatory@windstream.com
- The circuits are exempt from federal Universal Service Surcharges (“FUSF Surcharge”) because you are a wholesale customer who files your own form 499 report.

2. Customer acknowledges that the Company may in its sole discretion provide a copy of this certification to the Universal Service Administrator, the FCC, or an authorized auditor.
3. Customer acknowledges that the Company’s determination of applicability of a FUSF Surcharge will be based upon the information provided by Customer in this Certification. In the event the Company exempts Customer from the payment of the FUSF Surcharges based upon the information, representations and certifications contained in this Certification, and the Company thereafter determines that Customer provided incorrect information, then the Company may bill Customer, and Customer will pay, the FUSF Surcharges that were not billed, plus applicable late fees. Accordingly, if Customer does not provide accurate or timely information to the Company, Customer may be responsible for payment of the FUSF Surcharge. Furthermore, Customer agrees to indemnify and hold harmless the Company from any and all claims arising from any breaches of the information, representations or certifications made hereunder.
4. If, at any time, the Customer’s information changes, Customer will notify the Company within thirty (30) calendar days by completing and submitting a new certification form to the Company.

The individual named below is duly authorized by Customer to make the representation and certifications contained herein on behalf of Customer.

CERTIFICATION

I certify that the representations above are true and accurate.

By: _____

Name (Print): _____

Title (Print): _____

Date: _____

Please Return this page to:
Windstream Communications
4001 Rodney Parham Road
Mail Stop: 1170 B1F212-12A
Little Rock, Arkansas 72212
ATTN: PL Certification
OR
Email to: wci.regulatory@windstream.com

WINDSTREAM ENTERPRISE

ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS

This Addendum is entered between Windstream and Lee County Government ("Customer"), and amends the Windstream Service Terms and Conditions ("Agreement") Proposal/Quote ID 1747873 between Windstream and Customer ("Parties").

The Agreement shall be deemed amended as follows:

RATE STABILIZATION

Windstream and Customer agree that notwithstanding anything to the contrary in the Agreement, during the initial Term of the Agreement, Windstream will not increase Customer's MRCs for the Services being provided under the Agreement (or, in the case of long distance services, the per minute charge for such Services). The foregoing right shall not apply to changes to, additions of and/or increases in TDM access, all permissible taxes, surcharges, fees and assessments that apply to the Services.

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

Lee County Government (Customer)	Windstream (and its affiliates)
_____ AUTHORIZED REP. (PRINTED NAME):	_____ AUTHORIZED REP. (PRINTED NAME):
_____ SIGNATURE:	_____ SIGNATURE:
_____ TITLE:	_____ TITLE:
_____ DATE:	_____ DATE:

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VI. D.

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

MEETING DATE: March 18, 2019

SUBJECT: Chiller Pump Upgrade at Lee County Government Center

DEPARTMENT: General Services

CONTACT PERSON: Russell Spivey, 919.718.4622

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Authorize the approval of the Chiller Pump Upgrade at the Lee County Government Center (LCGC)
BUDGET IMPACT	TBD
ATTACHMENTS	Bid Package – Since only one bid was received in the first round, an additional bid opening will be held the week of March 11 th . The bid package will be provided to the Board of Commissioners as soon as it is available.
PRIOR BOARD ACTION	Funds were approved in the FY2018-2019 budget
RECOMMENDATION	Authorize the Approval of the Chiller Pump Upgrade at the LCGC
SUMMARY	

The project consists of the addition of one (1) primary loop pump and two (2) secondary chiller pumps with the necessary piping changes to convert the single pump system to a primary-secondary configuration. The upgrade will be to provide a better chiller efficiency.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VI. E.

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

MEETING DATE: March 18, 2019

SUBJECT: Consideration of Appointment of Richard Schlademan, Jr. to the Triangle South Workforce Development Board

DEPARTMENT: Governing Body

CONTACT PERSON: Jennifer Gamble, Clerk to the Board

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Consider application from Richard A. (Bud) Schlademan, Jr. to the Triangle South Workforce Development Board.
BUDGET IMPACT	N/A
ATTACHMENTS	Application from Richard A. Schlademan, Jr. provided under a separate cover.
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Pleasure of the Board
SUMMARY	

Due to the resignation of Ronald Hewitt from the Triangle South Workforce Development Board, there is a vacancy. Mr. Bud Schlademan's nomination form was submitted over a year ago and now with a vacancy available, he has indicated his continued interest in serving on this board.

LEE COUNTY

Committed Today for a Better Tomorrow

ITEM #:
VI. F.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: March 18, 2019

SUBJECT: Consideration of Appointment of George Wayne Watson as an alternate on the Board of Equalization and Review

DEPARTMENT: Governing Body

CONTACT PERSON: Jennifer Gamble, Clerk to the Board

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Consider application from George Wayne Watson as an alternate on the Board of Equalization and Review.
BUDGET IMPACT	N/A
ATTACHMENTS	Application from George Wayne Watson provided under a separate cover.
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Pleasure of the Board
SUMMARY	

Following the recent appointments/reappointments to the Board of Equalization and Review, there is currently a vacancy as an alternate to the Board available. Training for the Board of Equalization and Review will take place on Monday March 18th and in anticipation of his consideration for appointment, he has been notified of the training.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VI. G.

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

MEETING DATE: March 18, 2019

SUBJECT: Consideration of Appointment of Martha Wicker to the Senior Services Advisory Board

DEPARTMENT: Governing Body

CONTACT PERSON: Jennifer Gamble, Clerk to the Board

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Consider application from Martha Wicker for appointment to the Senior Services Advisory Board.
BUDGET IMPACT	N/A
ATTACHMENTS	Application from Martha Wicker provided under a separate cover.
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Pleasure of the Board
SUMMARY	

The Senior Services Advisory Board has had a recent vacancy become available due to the relocation of Charmaine Earnest out of state. Martha Wicker's application has been submitted for consideration to fill the remaining term of Charmaine Earnest which is set to expire in June 2021.

LEE COUNTY

Committed Today for a Better Tomorrow

ITEM #:
VI. H.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: March 18, 2019

SUBJECT: Resolution Requesting Legislation Exempting Lee County from Motor Vehicle Emissions Inspections

DEPARTMENT: Administration

CONTACT PERSON: John Crumpton, County Manager

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve Resolution requesting legislation exempting Lee County from Motor Vehicle Emissions Inspections.
BUDGET IMPACT	N/A
ATTACHMENTS	Resolution, NCGS § 143-215.107A, Copy of Federal Register Vol. 83, No. 186 Pages 48383-48384 Published September 25, 2018
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Resolution requesting legislation exempting Lee County from Motor Vehicle Emissions Inspections.
SUMMARY	

One of the legislative goals discussed during the annual Commissioners' Retreat this year included a request for legislation exempting Lee County from Motor Vehicle Emissions Inspections. The North Carolina General Assembly adopted Session Law 2017-10 (also referred to as Senate Bill 131), which was further approved by the Environmental Protection Agency on September 25, 2018. This law exempted 26 North Carolina Counties, including Chatham, Moore, and Harnett from North Carolina's Inspection and Maintenance Program requirements. This effort was initiated by the North Carolina Department of Environmental Quality, Division of Air Quality through the submission of a State Implementation Plan revision to the Environmental Protection Agency. It is unknown at this time what criteria was used to determine which counties qualified for removal however, staff intends to forward this Resolution upon adoption to the North Carolina Department of Environmental Quality, Air Quality Division for similar consideration.

LEE COUNTY

Committed Today for a Better Tomorrow

RESOLUTION REQUESTING LEGISLATION EXEMPTING LEE COUNTY FROM MOTOR VEHICLE EMISSIONS INSPECTIONS

WHEREAS, North Carolina General Statute § 143-215.107(a)(6) provides for the adoption of motor vehicle emissions standards and “when necessary and practicable, a motor vehicle emissions inspection and maintenance program to improve ambient air quality...”; and

WHEREAS, Session Law 2017-10 (also referred to as Senate Bill 131) removed 26 North Carolina Counties from the requirement for vehicle emissions inspections; and

WHEREAS, the Environmental Protection Agency approved North Carolina’s revision of its air quality plan on September 25, 2018; and

WHEREAS, According to the Federal Register, Vol. 83, No. 186 Pages 48383-48384, the State has provided information to the Environmental Protection Agency showing that removing the 26 counties from the inspections and maintenance requirements will not interfere with the State’s attainment or maintenance of any National Ambient Air Quality Standards or any other requirements provided in the Clean Air Act; and

WHEREAS, Lee County is not believed to have been previously included for consideration in exempting from the emissions requirement; and

WHEREAS, Counties surrounding Lee County including Chatham, Harnett, and Moore have been exempted under the recent legislation; and

WHEREAS, the exemption of Lee County would save residents the time and costs associated with emissions inspection requirements,

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

1. The Lee County Board of County Commissioners requests that Lee County also be exempted from emissions inspection requirements.
2. The State along with the Environmental Protection Agency will consider evaluating Lee County’s compliance with air quality standards per EPA Guidelines.
3. The County Clerk is directed to forward copies of this resolution to the Executive Director of the North Carolina Association of County Commissioners, the North Carolina Department of Environmental Quality’s Air Quality Division, Senator Jim Burgin, and Representatives Robert Reives, II and John Sauls.

Adopted this 18th day of March, 2019.

ATTEST:

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

Jennifer Gamble, Clerk to the Board

"§ 143-215.107A. Motor vehicle emissions testing and maintenance program.

(a) General Provisions. –

(1) G.S. 143-215.107(a)(6) shall be implemented as provided in this section.

(2) Motor vehicle emissions inspections shall be performed by a person who holds an emissions inspection mechanic license issued as provided in G.S. 20-183.4A(c) at a station that holds an emissions inspection station license issued under G.S. 20-183.4A(a) or at a place of business that holds an emissions self-inspector license issued as provided in G.S. 20-183.4A(d). Motor vehicle emissions inspections may be performed by a decentralized network of test-and-repair stations as described in 40 Code of Federal Regulations § 51.353 (1 July 1998 Edition). The Commission may not require that motor vehicle emissions inspections be performed by a network of centralized or decentralized test-only stations.

(b) Repealed by Session Laws 2000-134, s. 2, effective July 14, 2000.

(c) Counties Covered. – Motor vehicle emissions inspections shall be performed in the following counties: Alamance, ~~Brunswick~~, ~~Buncombe~~, ~~Burke~~, ~~Cabarrus~~, ~~Caldwell~~, ~~Carteret~~, ~~Catawba~~, ~~Chatham~~, ~~Cleveland~~, ~~Craven~~, ~~Cumberland~~, ~~Davidson~~, ~~Durham~~, ~~Edgecombe~~, ~~Forsyth~~, ~~Franklin~~, ~~Gaston~~, ~~Granville~~, ~~Guilford~~, ~~Harnett~~, ~~Haywood~~, ~~Henderson~~, ~~Iredell~~, ~~Johnston~~, ~~Lee~~, ~~Lenoir~~, ~~Lincoln~~, ~~Mecklenburg~~, ~~Moore~~, ~~Nash~~, ~~New Hanover~~, ~~Onslow~~, ~~Orange~~, ~~Pitt~~, ~~Randolph~~, ~~Robeson~~, ~~Rockingham~~, ~~Rowan~~, ~~Rutherford~~, ~~Stanly~~, ~~Stokes~~, ~~Surry~~, ~~Union~~, ~~Wake~~, ~~Wayne~~, ~~Wilkes~~ and ~~Wilson~~ and Wake."

SECTION 3.5.(b) G.S. 20-183.2(b) reads as rewritten:

"(b) Emissions. – A motor vehicle is subject to an emissions inspection in accordance with this Part if it meets all of the following requirements:

(1) It is subject to registration with the Division under Article 3 of this Chapter, except for motor vehicles operated on a federal installation as provided in sub-subdivision e. of subdivision (5) of this subsection.

(2) It is not a trailer whose gross weight is less than 4,000 pounds, a house trailer, or a motorcycle.

(3) It is (i) a 1996 or later model vehicle with a model year within 20 years of the current year and older than the three most recent model years or (ii) a 1996 or later model a vehicle with a model year within 20 years of the current year and has 70,000 miles or more on its odometer.

...."

SECTION 3.5.(c) No later than September 30, 2017, the Department of Environmental Quality shall prepare and submit to the United States Environmental Protection Agency for approval by that agency a proposed North Carolina State Implementation Plan amendment based on the change to the motor vehicle emissions testing program provided in this section.

SECTION 3.5.(d) Subsections (a) and (b) of this section become effective on the later of the following dates and apply to motor vehicles inspected, or due to be inspected, on or after that effective date:

(1) October 1, 2017.

(2) The first day of a month that is 60 days after the Secretary of the Department of Environmental Quality certifies to the Revisor of Statutes that the United States Environmental Protection Agency has approved an amendment to the North Carolina State Implementation Plan submitted as required by subsection (c) of this section. The Secretary shall provide this notice along with the effective date of this act on its Web site and by written or electronic notice to emissions inspection mechanic license holders, emissions inspection station licensees, and self-inspector licensees in the counties

**ENVIRONMENTAL PROTECTION
AGENCY****40 CFR Part 52****[EPA-R04-OAR-2018-0020; FRL-9984-
23—Region 4]****Air Plan Approval; North Carolina;
Inspection and Maintenance Program****AGENCY:** Environmental Protection
Agency (EPA).**ACTION:** Final rule.

SUMMARY: The Environmental Protection Agency (EPA) is approving a State Implementation Plan (SIP) revision submitted by the State of North Carolina on November 17, 2017, through the North Carolina Department of Environmental Quality, Division of Air Quality (DAQ), for the purpose of removing 26 counties from North Carolina's expanded inspection and maintenance (I/M) program, which was previously approved into the SIP for use as a component of the State's Nitrogen Oxides (NO_x) Budget and Allowance Trading Program. The EPA has determined that North Carolina's November 17, 2017, SIP revision is approvable because it is consistent with the Clean Air Act (CAA or Act) and with the EPA's regulations.

DATES: This rule will be effective September 25, 2018.

ADDRESSES: The EPA has established a docket for this action under Docket Identification No. EPA-R04-OAR-2018-0020. All documents in the docket are listed on the www.regulations.gov website. Although listed in the index, some information is not publicly available, *i.e.*, Confidential Business Information or other information whose disclosure is restricted by statute. Certain other material, such as copyrighted material, is not placed on the internet and will be publicly available only in hard copy form. Publicly available docket materials are available either electronically through www.regulations.gov or in hard copy at the Air Regulatory Management Section, Air Planning and Implementation Branch, Air, Pesticides and Toxics Management Division, U.S. Environmental Protection Agency, Region 4, 61 Forsyth Street SW, Atlanta, Georgia 30303-8960. EPA requests that if at all possible, you contact the person listed in the **FOR FURTHER INFORMATION CONTACT** section to schedule your inspection. The Regional Office's official hours of business are Monday through Friday 8:30 a.m. to 4:30 p.m., excluding Federal holidays.

FOR FURTHER INFORMATION CONTACT: Kelly Sheckler, Air Regulatory

Management Section, Air Planning and Implementation Branch, Air, Pesticides and Toxics Management Division, Region 4, U.S. Environmental Protection Agency, 61 Forsyth Street SW, Atlanta, Georgia 30303-8960. The telephone number is (404) 562-9222. Ms. Sheckler can also be reached via electronic mail at sheckler.kelly@epa.gov.

SUPPLEMENTARY INFORMATION:**I. Background**

On November 17, 2017, DAQ submitted a SIP revision seeking to remove 26 counties from the expanded I/M program contained in the North Carolina SIP. This removal consequently removes reliance on the I/M reduction credits gained from the 26 counties' participation in the expanded I/M program from the State's NO_x emissions budget—a component of the State's response to the NO_x SIP Call. North Carolina indicated that it no longer needs these reduction credits in order to meet its obligations under the NO_x SIP Call. In addition, North Carolina provided a technical demonstration showing that removing the 26 counties from the expanded I/M program will not interfere with North Carolina's attainment or maintenance of any National Ambient Air Quality Standard (NAAQS) or with any other applicable requirement of the CAA.

The EPA published a proposed rulemaking on July 26, 2018 (83 FR 35444), proposing to approve this SIP revision. The proposed approval was based on the EPA's proposed findings that the removal of the 26 counties from the State's expanded I/M program will not interfere with North Carolina's obligations under the NO_x SIP Call and will not interfere with North Carolina's attainment or maintenance of any NAAQS or with any other applicable requirement of the CAA. The details of North Carolina's submittal and the rationale for the EPA's action are explained in the proposed rulemaking. The comment period for this proposed rulemaking closed on August 27, 2018. The EPA received two comments supporting the proposed action. The remaining comments received were not relevant.

II. Final Action

The EPA is taking final action to approve the November 17, 2017, revision to the North Carolina SIP. Specifically, the EPA is approving the removal of Brunswick, Burke, Caldwell, Carteret, Catawba, Chatham, Cleveland, Craven, Edgecombe, Granville, Harnett, Haywood, Henderson, Lenoir, Moore, Nash, Orange, Pitt, Robeson, Rutherford, Stanly, Stokes, Surry, Wayne, Wilkes,

and Wilson counties from the SIP-approved expanded I/M program. Additionally, the EPA is finding that North Carolina's removal of the 26 counties from the SIP-approved expanded I/M program (and the removal of reliance on the I/M emissions reductions generated from those counties as part of the "credits" in North Carolina's NO_x emissions budget) will not interfere with the State's obligations under the NO_x SIP Call to meet its Statewide NO_x emissions budget. The EPA is also finding that the removal of the 26 counties from the SIP-approved I/M program will not interfere with continued attainment or maintenance of any applicable NAAQS or with any other applicable requirement of the CAA, and that North Carolina has satisfied the requirements of section 110(l) of the CAA.

The EPA has determined that this action is effective immediately upon publication under the authority of 5 U.S.C. 553(d)(1). The purpose of the 30-day waiting period prescribed in section 553(d) is to give affected parties a reasonable time to adjust their behavior and prepare before the final rule takes effect. Section 553(d)(1) allows an effective date less than 30 days after publication if a substantive rule "relieves a restriction." This action qualifies for the exception under section 553(d)(1) because it relieves the 26 counties identified above from the requirements of North Carolina's SIP-approved expanded I/M program.

**III. Statutory and Executive Order
Reviews**

Under the CAA, the Administrator is required to approve a SIP submission that complies with the provisions of the Act and applicable Federal regulations. *See* 42 U.S.C. 7410(k); 40 CFR 52.02(a). Thus, in reviewing SIP submissions, the EPA's role is to approve state choices, provided that they meet the criteria of the CAA. This action merely approves state law as meeting Federal requirements and does not impose additional requirements beyond those imposed by state law. For that reason, this action:

- Is not a significant regulatory action subject to review by the Office of Management and Budget under Executive Orders 12866 (58 FR 51735, October 4, 1993) and 13563 (76 FR 3821, January 21, 2011);
- Is not an Executive Order 13771 (82 FR 9339, February 2, 2017) regulatory action because SIP approvals are exempted under Executive Order 12866;
- Does not impose an information collection burden under the provisions

of the Paperwork Reduction Act (44 U.S.C. 3501 *et seq.*);

- Is certified as not having a significant economic impact on a substantial number of small entities under the Regulatory Flexibility Act (5 U.S.C. 601 *et seq.*);
- Does not contain any unfunded mandate or significantly or uniquely affect small governments, as described in the Unfunded Mandates Reform Act of 1995 (Pub. L. 104-4);
- Does not have Federalism implications as specified in Executive Order 13132 (64 FR 43255, August 10, 1999);
- Is not an economically significant regulatory action based on health or safety risks subject to Executive Order 13045 (62 FR 19885, April 23, 1997);
- Is not a significant regulatory action subject to Executive Order 13211 (66 FR 28355, May 22, 2001);
- Is not subject to requirements of section 12(d) of the National Technology Transfer and Advancement Act of 1995 (15 U.S.C. 272 note) because application of those requirements would be inconsistent with the CAA; and
- Does not provide the EPA with the discretionary authority to address, as appropriate, disproportionate human health or environmental effects, using practicable and legally permissible methods, under Executive Order 12898 (59 FR 7629, February 16, 1994).

The SIP is not approved to apply on any Indian reservation land or in any other area where the EPA or an Indian tribe has demonstrated that a tribe has jurisdiction. In those areas of Indian

country, the rule does not have tribal implications as specified by Executive Order 13175 (65 FR 67249, November 9, 2000), nor will it impose substantial direct costs on tribal governments or preempt tribal law.

The Congressional Review Act, 5 U.S.C. 801 *et seq.*, as added by the Small Business Regulatory Enforcement Fairness Act of 1996, generally provides that before a rule may take effect, the agency promulgating the rule must submit a rule report, which includes a copy of the rule, to each House of the Congress and to the Comptroller General of the United States. The EPA will submit a report containing this action and other required information to the U.S. Senate, the U.S. House of Representatives, and the Comptroller General of the United States prior to publication of the rule in the **Federal Register**. A major rule cannot take effect until 60 days after it is published in the **Federal Register**. This action is not a "major rule" as defined by 5 U.S.C. 804(2).

Under section 307(b)(1) of the CAA, petitions for judicial review of this action must be filed in the United States Court of Appeals for the appropriate circuit by November 26, 2018. Filing a petition for reconsideration by the Administrator of this final rule does not affect the finality of this action for the purposes of judicial review nor does it extend the time within which a petition for judicial review may be filed, and shall not postpone the effectiveness of such rule or action. This action may not

be challenged later in proceedings to enforce its requirements. *See* section 307(b)(2).

List of Subjects in 40 CFR Part 52

Environmental protection, Air pollution control, Carbon monoxide, Incorporation by reference, Intergovernmental relations, Lead, Nitrogen dioxide, Ozone, Particulate matter, Reporting and recordkeeping requirements, Sulfur oxides, Volatile organic compounds.

Dated: September 11, 2018.

Onis "Trey" Glenn, III,
 Regional Administrator, Region 4.

40 CFR part 52 is amended as follows:

PART 52—APPROVAL AND PROMULGATION OF IMPLEMENTATION PLANS

- 1. The authority citation for part 52 continues to read as follows:

Authority: 42 U.S.C. 7401 *et seq.*

Subpart II—North Carolina

- 2. In § 52.1770, the table in paragraph (e) is amended by adding the entry "North Carolina Removal of 26 Counties from Inspection and Maintenance Program and 110(l) Non-Interference Demonstration" at the end of the table to read as follows:

§ 52.1770 Identification of plan.

* * * * *

(e) * * *

EPA-APPROVED NORTH CAROLINA NON-REGULATORY PROVISIONS

Provision	State effective date	EPA approval date	Federal Register citation	Explanation
North Carolina Removal of 26 Counties from Inspection and Maintenance Program and 110(l) Non-Interference Demonstration.	11/17/2017	9/25/2018	[insert Federal Register citation].	

[FR Doc. 2018-20748 Filed 9-24-18; 8:45 am]
 BILLING CODE 6560-50-P

ENVIRONMENTAL PROTECTION AGENCY

40 CFR Part 52

[Docket No. EPA-R02-OAR-2018-0622;
 FRL-9984-35—Region 2]

Adequacy Status of Motor Vehicle Emissions Budgets for the New Jersey Portion of the New York-Northern New Jersey-Long Island, NY-NJ-CT 2008 8-hour Ozone Nonattainment Area

AGENCY: Environmental Protection Agency (EPA).

ACTION: Notification of adequacy.

SUMMARY: In this document, the Environmental Protection Agency ("EPA" or "Agency") is notifying the public that the Agency has found that the 2017 motor vehicle emissions budgets ("budgets") for volatile organic compounds ("VOCs") and nitrogen oxides ("NO_x") submitted by the New Jersey Department of Environmental Protection for the 2008 national ambient air quality standard ("NAAQS") for ozone are adequate for transportation conformity purposes for the New Jersey portions of the New York-Northern New



ITEM #:
VI. I.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: March 18, 2019

SUBJECT: Resolution Requesting Legislation Exempting Local Governments From Paying Homeowners' Association Fees for Properties Obtained Through Tax Foreclosure

DEPARTMENT: Administration

CONTACT PERSON: John Crumpton, County Manager

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve Resolution requesting legislation exempting local governments from paying homeowners' association fees for properties obtained through tax foreclosure.
BUDGET IMPACT	N/A
ATTACHMENTS	Draft Resolution
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Resolution requesting legislation exempting local governments from paying homeowners' association fees for properties obtained through tax foreclosure.
SUMMARY	

One of the legislative goals discussed during the annual Commissioners' Retreat this year included a request for legislation exempting local governments from paying homeowners' association fees for properties obtained through tax foreclosure. Homeowners' fees are intended to maintain certain amenities offered by private communities that are inaccessible to the general public. Section 2(1) of Article V of the North Carolina Constitution provides that "the power of taxation be exercised in a just and equitable manner, for public purposes only..." In applying the analysis provided in the case of *Maready v. City of Winston-Salem*, 342 N.C. 708, 467 S.E.2d 615 (1996), the payment of homeowners' fees does not comprise a traditional government activity and only serves to benefit certain citizens within a limited jurisdiction of the County.

In conferring with legal staff at the UNC School of Government, they are of the opinion that a county is subject to an HOA fee if they obtained property in the HOA development no matter how it was obtained thus, there is no automatic exemption despite the acquisition of certain properties occurring by default instead of choice through the tax foreclosure process.



Committed Today for a Better Tomorrow

**RESOLUTION REQUESTING LEGISLATION EXEMPTING LOCAL GOVERNMENTS
FROM PAYING HOMEOWNERS' ASSOCIATION FEES FOR PROPERTIES
OBTAINED THROUGH TAX FORECLOSURE**

WHEREAS, Lee County has obtained and is in the process of obtaining ownership of several properties through the tax foreclosure process that are associated with the payment of homeowners' association fees; and

WHEREAS, some of the properties obtained through the tax foreclosure process are located inside gated, private communities; and

WHEREAS, properties obtained through the tax foreclosure process are generally available for purchase through the surplus property upset bid process, and

WHEREAS, the homeowners' fees are intended to maintain certain amenities offered by private communities that are inaccessible to the general public; and

WHEREAS, Section 2(1) of Article V of the North Carolina Constitution provides that "the power of taxation be exercised in a just and equitable manner, for public purposes only..."

WHEREAS, there is no specific legislation to exempt local governments as owners of foreclosure properties to be automatically exempted from paying homeowners' association fees, which do not serve to benefit the general public.

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

1. The Lee County Board of County Commissioners requests legislation exempting local governments from payment of homeowners' association fees on properties obtained through the tax foreclosure process.
2. The County Clerk is directed to forward copies of this resolution to the Executive Director of the North Carolina Association of County Commissioners, Senator Jim Burgin, and Representatives Robert Reives, II and John Sauls.

Adopted this 18th day of March, 2019.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk to the Board

LEE COUNTY

Committed Today for a Better Tomorrow

ITEM #:
VI. J.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: March 18, 2019

SUBJECT: Resolution Supporting Local Control of School Calendars

DEPARTMENT: Governing Body

CONTACT PERSON: Amy Dalrymple, Chair

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Consider Resolution requesting local control of school calendars.
BUDGET IMPACT	N/A
ATTACHMENTS	Draft Resolution, Resolution adopted by the Lee County Board of Education on February 12, 2019
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Resolution as presented.
SUMMARY	

The attached "Resolution Supporting Local Control of School Calendars" was unanimously approved by the Lee County Board of Education on February 12, 2019. The resolution has been shared with the North Carolina General Assembly requesting them to restore local control of school calendars to best meet the calendar preferences of families, educators, and businesses in our community while allowing for innovative experimental approaches to improve student achievement. At the request of Chairman Kelly, the Lee County Board of Education would like the Lee County Board of Commissioners to adopt a resolution in support of local control of school calendars.



RESOLUTION

SUPPORTING LOCAL CONTROL OF SCHOOL CALENDARS

WHEREAS, the North Carolina General Statutes give local boards of education powers of supervision and control of local school systems; and,

WHEREAS, local control over establishing school calendars is an integral component of school system supervision and administrative powers with which local boards of education have been vested; and

WHEREAS, in 2004 the North Carolina General Assembly seized control of setting school calendars and imposed a one-size-fits-all mandate on how school calendars are to be set; and,

WHEREAS, the current one-size-fits-all school calendar start date is no earlier than the Monday closest to August 26 and the end date is no later than the Friday closest to June 11; and,

WHEREAS, the State mandated late August start date means high schools do not complete the first semester until mid to late January; and,

WHEREAS, the current law essentially requires high school students to take first semester exams after the winter break, which negatively impacts test scores, according to students and educators; and,

WHEREAS, the second semester for high schools starts two to three weeks later than community colleges and universities; and,

WHEREAS, superintendents report that the calendar misalignment makes it nearly impossible for high school students or recent winter graduates to take courses at a nearby community college or university during the second semester ; and,

WHEREAS, exams for Advanced Placement and International Baccalaureate classes are given on the same day nationwide, and the current calendar law shortens the amount of time North Carolina's students have to learn the material before test day; and,

WHEREAS, it is well-documented through multiple studies that children will experience a phenomenon known as summer learning loss, which has a disproportionate impact on low-income children; and,

WHEREAS, long summer breaks can also negatively impact child nutrition, as low-income children who have access to regular meals at school through the free and reduced priced meal program may not have access to regular meals at home; and,

WHEREAS, with little flexibility built in to the calendar, scheduling make-up days in extremely challenging; and,

WHEREAS, local boards of education are best equipped to understand the balancing act of meeting the community's needs and maximizing student success; and,

WHEREAS, restoring local control of school calendars will allow local boards of education to best meet the calendar preferences of the families, educators, and businesses in our community while allowing for innovative experimental approaches to improve student achievement.

NOW, THEREFORE BE IT RESOLVED, that the Lee County Board of Commissioners requests the North Carolina General Assembly to restore local control of school calendars to best meet the calendar preferences of the families, educators, and businesses in our community while allowing for innovative experimental approaches to improve student achievement.

Adopted this 18th day of March, 2019.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk to the Board

RESOLUTION SUPPORTING LOCAL CONTROL OF SCHOOL CALENDARS

WHEREAS, the North Carolina General Statutes give local boards of education powers of supervision and control of local school systems; and

WHEREAS, local control over establishing school calendars is an integral component of school system supervision and administrative powers with which local boards of education have been vested; and

WHEREAS, in 2004 the North Carolina General Assembly seized control of setting school calendars and imposed a one-size-fits-all mandate on how school calendars are to be set; and

WHEREAS, the current one-size-fits-all school calendar start date is no earlier than the Monday closest to August 26 and the end date is no later than the Friday closest to June 11; and

WHEREAS, the State mandated late August start date means high schools do not complete the first semester until mid to late January; and

WHEREAS, the current law essentially requires high school students to take first semester exams after the winter break, which negatively impacts test scores, according to students and educators; and

WHEREAS, the second semester for high schools starts two to three weeks later than community colleges and universities; and

WHEREAS, superintendents report that the calendar misalignment makes it nearly impossible for high school students or recent winter graduates to take courses at a nearby community college or university during the second semester; and

WHEREAS, exams for Advanced Placement and International Baccalaureate classes are given on the same day nationwide, and the current calendar law shortens the amount of time North Carolina's students have to learn the material before test day; and

WHEREAS, it is well-documented through multiple studies that children will experience a phenomenon known as summer learning loss, which has a disproportionate impact on low-income children; and

WHEREAS, long summer breaks can also negatively impact child nutrition, as low-income children who have access to regular meals at school through the free and reduced priced meal program may not have access to regular meals at home; and

WHEREAS, with little flexibility built in to the calendar, scheduling make-up days is extremely challenging; and

WHEREAS, local boards of education are best equipped to understand the balancing act of meeting the community's needs and maximizing student success; and

WHEREAS, restoring local control of school calendars will allow local boards of education to best meet the calendar preferences of the families, educators, and businesses in our community while allowing for innovative experimental approaches to improve student achievement.

THEREFORE, be it resolved, the Lee County Board of Education requests the North Carolina General Assembly to restore local control of school calendars to best meet the calendar preferences of the families, educators, and businesses in our community while allowing for innovative experimental approaches to improve student achievement.

Adopted by the Lee County Board of Education this 12th day of February, 2019.

A handwritten signature in black ink, appearing to read "Patrick Kelly", is written over a horizontal line.

Patrick Kelly
Chairman
Lee County Board of Education

LEE COUNTY

Committed Today for a Better Tomorrow

ITEM #:
VI. K.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: March 18, 2019

SUBJECT: Request from the City of Sanford to Consider a Resolution of Support for Legislative Action on Satellite Annexation in Lee County.

DEPARTMENT: Administration

CONTACT PERSON: John Crumpton

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Consider Resolution from the City of Sanford regarding Voluntary Annexation In Lee County
BUDGET IMPACT	N/A
ATTACHMENTS	<ol style="list-style-type: none"> 1) Resolution 2) Email from City Manager Hal Hegwer 3) 2 Articles from the City explaining the extension of Sewer in the North Area of Lee County and justification for satellite annexation.
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Pleasure of the Board
SUMMARY	

The attachments explain the City's request. By policy, the City of Sanford City Council will only allow sewer connections if property is annexed into the City limits. With the extension of sewer to Chatham County, the sewer system is now being extended out beyond 3-mile area surrounding the City. For these areas to receive sewer service, they will have to ask for annexation.

**RESOLUTION OF THE
LEE COUNTY BOARD OF COMMISSIONERS
IN SUPPORT OF LEGISLATION REMOVING A RESTRICTION
ON VOLUNTARY SATELLITE ANNEXATIONS**

WHEREAS, residential, commercial, and industrial developers are interested in developing property near the Raleigh Executive Jetport and surrounding areas between the Sanford City Limits and the Moncure Megasite; and

WHEREAS, said anticipated development will bring economic investment and jobs to the Lee County area; and

WHEREAS, said developers may request voluntary annexation in order to access the sanitary sewer extended by the City of Sanford to the Raleigh Executive Jetport and the Moncure Megasite; and

WHEREAS, current law restricts a city from fulfilling voluntary annexation requests if the parcel is more than three miles from the city corporate limits; and

WHEREAS, in order to facilitate economic development, the City of Sanford is seeking legislation to remove this restriction.

NOW, THEREFORE, BE IT RESOLVED, that the Lee County Board of Commissioners hereby support the proposed legislation to remove the restriction for voluntary satellite annexations which required that the nearest point on the proposed satellite corporate limits be not more than three miles from the primary corporate limits of the annexing city.

Adopted this _____ day of March, 2019.

LEE COUNTY BOARD OF COMMISSIONERS

BY

Amy Dalrymple, Chair

ATTEST:

Jennifer Gamble, Clerk

Jennifer Gamble

From: John Crumpton
Sent: Tuesday, March 5, 2019 11:45 AM
To: Jennifer Gamble
Cc: Whitney Parrish
Subject: FW: [EXTERNAL]FW: Constituent Request: SB-LMx-54
Attachments: Bill DRAFT_LMx-54_2019.pdf

Request is coming from the City on this one. They would like it on our next agenda. I guess I will take it.

From: Hal Hegwer <hal.hegwer@sanfordnc.net>
Sent: Tuesday, March 5, 2019 11:42 AM
To: John Crumpton <jcrumpton@leecountync.gov>
Subject: [EXTERNAL]FW: Constituent Request: SB-LMx-54

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

FYI- Were working on a resolution.

Hal Hegwer
City Manager
City of Sanford
P.O. Box 3729
Sanford, NC 27331-3729
Phone: 919-777-1110
Fax: 919-775-8205

From: Chet Mann <chet.mann@sanfordnc.net>
Sent: Monday, March 04, 2019 7:07 PM
To: Hal Hegwer <hal.hegwer@sanfordnc.net>
Cc: Susan Patterson <susan.patterson@sanfordnc.net>
Subject: Fwd: Constituent Request: SB-LMx-54

Fyi

Chet Mann

Mayor City of Sanford

Sent from my Verizon Motorola Smartphone

----- Forwarded message -----

From: "Elissa Tew (Sen. Jim Burgin)" <Burginla@ncleg.net>
Date: Mar 4, 2019 5:34 PM
Subject: Constituent Request: SB-LMx-54
To: chet.mann@sanfordnc.net
Cc:

Good afternoon,

Hope this email finds you well.

Senator Burgin asked for me to send along the following bill *draft* concerning satellite annexations in Lee County.

Thank you for your time and assistance. If you have any questions, please feel free to contact me.

Respectfully,

Elissa Tew

Legislative Assistant

Office of Senator Jim Burgin

919.733.5748

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Sanford, Chatham County Extend Sewer Service to Moncure Megasite

SANFORD

SHARE



At its regularly scheduled meeting on Oct. 16, the Sanford City Council awarded approximately \$12 million in construction contracts to extend the City of Sanford's

wastewater collection system to the Moncure Megasite. Located near the intersection of Old U.S. 1 and U.S. 1, the 2,500-acre North Carolina Certified Site is a cooperative endeavor between the City of Sanford and Chatham County. It is expected to serve as an economic development catalyst that will benefit Chatham, Harnett, Lee, and Wake counties, the central Carolina region, and the state as a whole.

“Working together with the City of Sanford to fully develop the Moncure Megasite builds on both of our strengths,” says Diana Hales, chair of the Chatham County Board of Commissioners. Connecting the site to the Big Buffalo Wastewater Treatment is a fundamental component of making it competitive across the state and nation, she says. The megasite has also benefitted from a \$4 million Golden LEAF Foundation grant awarded to the City of Sanford to support sewer infrastructure. The grant was part of the foundation’s Major Site Development Initiative, which aims to make North Carolina megasites more competitive by investing in the infrastructure necessary to appeal to original equipment manufacturers (OEMs). “With this investment in sewer, the Moncure Megasite will be the most ready and quickest to the market of all sites in the Southeastern United States and the Carolina Core,” asserts Sanford Mayor Chet Mann. “Speed to market is crucial for companies in the 21st century global economy. Having a site that can meet their production timetable without risk to their schedule is essential to landing an OEM,” he says.

The Moncure Megasite developments nicely tie in with Lee County’s new Central Carolina Enterprise Park, a collaborative development between the City of Sanford, Lee County Government, and the private sector. The megasite is “the largest potential employment property in the state,” notes James Crawford, former chair of the Chatham County Board of Commissioners. While increased employment will benefit surrounding counties, it also accomplishes Governor Cooper’s and the NC General Assembly’s mutual goals of job creation and tax base expansion.

“An OEM locating at the Moncure Megasite would be a game changer for our community,” Mann points out. “We believe this megasite will bring hundreds if not thousands of jobs. It will provide endless opportunities for growth and advancement to our entire region,” he

says. Leveraging our assets for a greater return long term is something we set out to do as part of our Open for Business Agenda in Sanford, Mann says. “This forward-looking vision of Chatham County and Sanford will deliver a project that will benefit our communities for decades to come.”

Construction is set to begin this year. The megasite is anticipated to be online and ready for major manufacturers looking to build a state-of-the-art production facility by the end of 2019. View the Moncure Megasite’s amenities at <https://edpnc.com/megasites/moncure-megasite>.

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Municipal News

Posted on: November 15, 2018

Chatham County Agrees to Share Sewer Costs, Revenue for Moncure Megasite

At its regularly scheduled meeting on November 6, the **Sanford City Council** agreed to amend its interlocal agreement with **Chatham County** to establish how the governments will share costs and divide revenue for the Moncure Megasite.



Located near the intersection of Old U.S. 1 and U.S. 1, the 2,500-acre North Carolina Certified Site is a cooperative endeavor between the City of Sanford and Chatham County. It is expected to serve as an economic development catalyst that will benefit Chatham, Harnett, Lee, and Wake counties, the central Carolina region, and the state as a whole.

On October 16, the Sanford City Council awarded approximately \$12 million in construction contracts to extend the City of Sanford's wastewater collection system to the site. "With this investment in sewer, the Moncure Megasite will be the most ready and quickest to the market of all sites in the Southeastern United States and the Carolina Core," said Sanford Mayor Chet Mann.

Under the amended 50-year agreement, Chatham County will pay Sanford approximately \$3.5 million toward sewer construction costs. The County will also share a portion of property tax revenue it receives from all commercial and industrial properties served by the City's wastewater system.

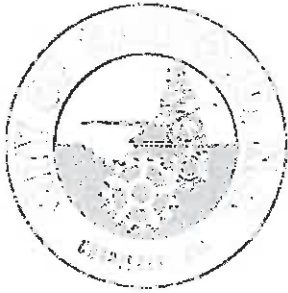
The Moncure Megasite has also benefitted from a \$4 million Golden LEAF Foundation grant awarded to the City of Sanford to support sewer infrastructure. The grant was part of the foundation's Major Site Development Initiative, which aims to make North Carolina megasites more competitive by investing in the infrastructure necessary to appeal to original equipment manufacturers (OEMs).

Construction is set to begin this year. The megasite is anticipated to be online and ready for major manufacturers looking to build a state-of-the-art production facility by the end of 2019.

[Learn more about the Moncure Megasite.](#)

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GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2019

S

D

BILL DRAFT 2019-LMx-54 [v.3]

(THIS IS A DRAFT AND IS NOT READY FOR INTRODUCTION)
02/27/2019 10:18:56 AM

Short Title: Lee Cty Municipalities/Voluntary Annexations. (Local)

Sponsors: Senator Burgin (Primary Sponsor).

Referred to:

1 A BILL TO BE ENTITLED
2 AN ACT REMOVING CERTAIN RESTRICTIONS ON SATELLITE ANNEXATIONS FOR
3 MUNICIPALITIES IN LEE COUNTY.

4 The General Assembly of North Carolina enacts:

5 SECTION 1. G.S. 160A-58.1 reads as rewritten:

6 "§ 160A-58.1. Petition for annexation; standards.

7 ...

8 (b) A noncontiguous area proposed for annexation must meet all of the following
9 standards:

10 (1) ~~The nearest point on the proposed satellite corporate limits must be not more~~
11 ~~than three miles from the primary corporate limits of the annexing city.~~

12 ..."

13 SECTION 2. This act applies to the municipalities in Lee County only.

14 SECTION 3. This act is effective when it becomes law.



LEE COUNTY

Committed Today for a Better Tomorrow

ITEM #:
VII. A.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: March 18, 2019

SUBJECT: County Manager's Monthly Report for March 2019.

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 March 2019
BUDGET IMPACT	N/A
ATTACHMENTS	<ol style="list-style-type: none"> 1) Monthly Report for March 2019 2) Request from the Boys and Girls Club (Minutes from 9-17-18) 3) Harnett County Veterans Treatment Court Decision Debriefing 4) Monthly Tax Collections Report for February 2019 5) Parks and Recreation Commission Agenda February 2019 6) TRC Report for March 2019 7) Monthly Permit Report for January 2019 8) Monthly Permit Report for February 2019
PRIOR BOARD ACTION	N/A
SUMMARY	

The County Manager has provided his monthly report for the month of March 2019.

County Manager's Report – March 18, 2019

Ongoing Projects

Courthouse Renovations –The draft of the plans have been shared with everyone impacted by the proposed renovations. I am compiling comments and will meet with the Architect to discuss potential changes. Once this round is completed, the Commissioners will need to approve the plans and give the Architect a notice to proceed with the construction drawings.

Kiwanis Park Improvements (Splash Pad) – The City is making progress on this project. Between the City and County a lot of public notices have gone out about the construction. We expect when the weather improves we will hear issues about parking and the bathrooms. The City has placed Port-O-Potties on site for use by the public. If you get any comments, please let me know so I can discuss them with the City Manager.

Other Items

Veterans Intervention Court – Harnett County has been running a Veterans Intervention Court since 2015. Initially volunteers ran the court and programs. The County was then able to get a Federal grant that allowed them to hire staff and the volunteers were reduced. In September 2019, the grant runs out and will not be renewed. If new funding is not found, Harnett County has decided to shut down the court. Lee County veterans have been served by this court according to the District Attorney. Cases involving veterans have been moved out of district court and placed in the veterans court in Harnett since 2016. This has allowed for better outcomes for veterans. Please see the attached PowerPoint from Harnett County to find out more about the services provided.

Boys and Girls Club – Back in September, the Commissioners voted to hold all the remaining payments to the Boys and Girls Club until clarification was received concerning the closing of the Church Street location. Commissioners Dalrymple and Reives met with representatives from the club and discussed the situation. It was agreed that the Boys and Girls club would contact the City, Housing Authority, and the Board of Education to discuss how to serve the youth displaced by the closing. The funds have not been released for payment and the Club is now asking that we begin payments again. Attached please find the minutes from the September 17, 2018 Regular Meeting where the Board voted to withhold payments to the Boys and Girls Club.

CIP Process – Staff is working on the recommended Capital Improvement Plan. We plan to present the Manager's recommended CIP at the April 15th Board of Commissioners Meeting.

Annual Budget Process – Departments have completed their budget preparations and we have received all internal requests. Budget reviews with Departments are starting today (March 18). The Manager's recommended budget will be presented to the Commissioners on May 20.

Tax Revaluation – As of the writing of this report, over 400 appeals have been filed with the Tax Office. 75% are commercial and industrial property.

Multi-Sports Complex Meeting – The committee established to review the Multi-Sport complex plan met on Friday, February 22 in the Buggy Factory conference room. Commissioners Dalrymple, Knecht and Sharpe were appointed by the Mayor to take part in the meetings and were present. The committee reviewed the plans and discussed a referendum to fund not only the Sports Complex but also the joint use library with CCCC. All agreed that an update on the potential costs were needed for the sports complex. The city will be getting this proposal together and report back to the Committee. The Committee agreed to meet again soon.

Legislative Bills of Interest – HB 24 - the bill would allow Boards of Education to determine if schools can be used as polling places is still running through the House. **SB 179** – Parity for First Responders is a bill that would require local government to pay special retirement separation allowance for paid firefighters employed by a City or Town. This separation allowance is similar to the law enforcement separation allowance. Although this does not impact the County at this time, if the County ever went to a paid fire service, this would be a cost to consider. **HB 76** - School safety omnibus act. Filed Feb 13, 2019 is an act to establish school safety requirements to all public schools.

Reports

Tax Report – Attached please find the Tax Collection Summary Report for February.

Community Development/Activity Summary – The Technical Review Committee Agenda Memorandum for March.

Building Inspections Report – The January & February Building Inspections Report is attached.

Parks and Recreation Report – The Parks and Recreation Commission Agenda for February is attached.

Upcoming Meetings/Events:

April 1, 2019 – Commissioners Regular Meeting – 6:00 pm

April 10, 2019 – All Boards meeting with SAGA – 5:30 pm. Location TBD

April 15, 2019 – Commissioners Regular Meeting – 6:00 pm.

LEE COUNTY

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

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, Emergency Services Director Shane Seagroves, Cooperative Extension Director Bill Stone, and Deputy County Attorney/Clerk to the Board Jennifer Gamble.

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

Commissioner Sharpe requested a moment of silence.

The Pledge of Allegiance was recited.

I. ADDITIONAL AGENDA

The Board considered additions to the *Agenda*. Commissioner Oldham moved to remove from the table the item of participating in the opioid 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.

The Opioid Litigation was added under Old Business as Item E. Commissioner Oldham then requested to postpone Items IV. A. and B under *Proclamations* and Item VI. C. (donation of land on Linden Avenue) until the next Board meeting in October. Commissioner Oldham also requested to move Items VI. B. (purchase of surplus property on Lemon Springs Road), VII. A. (bid for bag-in/bag-out exhaust system room for the Health Department), and VII. D. (2019 Post-65 Retiree Health Insurance Plan Removal to the *Consent Agenda*). Commissioner Reives requested to add the discussion of a request to the Boys and Girls Club as Item E under *New Business*. Commissioner Sloan requested to discuss a declaration of relief for farmers under *New Business* as Item F. 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 August 20, 2018 Regular Meeting.
- B. Minutes from the August 27, 2018 Closed Session Meeting.
- C. Tax release and refund report for August 2018.
- D. Request for approval of Senior Health Insurance Information Program Outreach Grant proposal.
- E. Request for approval of Senior Center General Purpose Grant application for FY 2019.
- F. Request for approval of Rural Operating Assistance Program Grant Application for COLTS for FY 2019.
- 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.
- 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.
- I. Resolution to add Lark Lane to the NC DOT road system.
- J. Request for approval to change fee for library card replacement.
- K. Request for approval of Forte contract for debit/credit card payment for Parks and Recreation programs.
- L. Budget Amendment # 09/17/18/03.
- M. Consideration of a second upset bid for the purchase of surplus property located on Lemon Springs Road, PIN 9549-17-7784-00.
- N. 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.
- O. Lee County 2019 Post-65 Retiree Health Insurance Plan Renewal.

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. PUBLIC HEARINGS

- A. Public hearing on the Community Transportation Program FY 2020 grant application.
Senior Services Director Debbie Davidson provided information regarding the Community Transportation Program Grant Application for 2020. Senior Services is requesting \$216,260.00 for administrative expenses with a 15% local match of \$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 or the administration of the system. Also included in this

request is 85% reimbursement for vehicle insurance on 18 vehicles. \$302,475.00 in capital funds is requested with a required 10% local match of \$30,248, which go toward five replacement 20 foot LTV lift equipped vehicles. At this time, Chair Dalrymple opened the public hearing for comment. No one spoke in favor or against the Community Transportation Program FY 2020 grant application. Chair Dalrymple closed the public hearing.

B. Joint public hearing with the Lee County Planning Board for the Future Land Use Plan.

Lee County Planner David Montgomery provided information about the Future Land Use Plan. The draft plan and map are available to the public on the website: www.plansanlee.com. 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 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 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 the summer of 2016 with interviews with area stakeholders, followed by four public meetings and a survey of citizens in the fall of 2016. The Joint Planning Commission 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 introduced to the public in early summer of 2018 in the format of two public drop-in session meetings. Jason Epley with Benchmark Planning out of Charlotte, NC provided a presentation summarizing details of the Future Land Use Plan and the process used. During the process, staff of Benchmark Planning met with key stakeholders including over 70 people regarding the process and seeking advice regarding land use. Public input was sought at various public meetings and a survey was conducted. The plan focuses on place types that are designated based on the character and context of a place. It's about implementing a long term vision regarding specific areas of the County. Place types include Countryside, Profession and Institutional Campus, Downtown, and Village Center. Following the implementation of the land use plan, amendments will be made to the Unified Development Ordinance reflecting the planned uses. County Attorney Whitney Parrish stated a second public hearing will be held October 15th to accommodate anyone who was unable to attend and speak due to road closures. At this time, Chair Dalrymple opened the public hearing for comment.

No one spoke in favor of the proposed Future Land Use Plan.

The following people spoke against the Future Land Use Plan:

- Robert Payne Jr., 5014 Old Moncure Road, Sanford, NC
- The County Manager wanted to submit a letter received from David Clegg (County Manager/County Attorney Terrel County) who owns property off of Lower Moncure Road

Chair Dalrymple closed the public hearing.

IV. PROCLAMATIONS

A. Proclamation Recognizing the Lee County Parks and Recreation 14-and-under All Stars Youth Baseball Team – Postponed until October 15th meeting.

B. Proclamation Recognizing the Lee County Parks and Recreation 8-and-under All Stars Youth Baseball Team – Postponed until October 15th meeting.

V. 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.

Commissioner Reives moved to add an update regarding Hurricane Florence to the Agenda. 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.

County Manager John Crumpton provided a summary of staff operations. The EOC was active Wednesday morning and deactivated Sunday at noon. The County was under various flood, tornado, and storm warnings throughout the duration of the storm. Lee County has not yet been declared eligible to qualify for an application for disaster relief assistance.

Emergency Services Director Shane Seagroves provided information on the storm's impact. No action was taken.

VI. OLD BUSINESS

A. Presentation of Project "Thin Slice" (Old tobacco warehouse at 513 Wicker Street)

Planning and Community Development Director Marshall Downey provided an update regarding a report from Rehab Development regarding the property at 513 Wicker Street in Sanford, NC. In the 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 (Development Finance Initiative, a program sponsored by the UNC School of Government) presented their findings to City, County and DSI officials in April. The evaluation included a plan for \$9.3 million investment, 41 residential units 8,000 sf of space and about 50 parking spaces. The UNC School of Government Development Finance Initiative worked on developing a proposal in the spring of 2018. In April, UNC completed the analysis and presented findings to staff. The three asks included the City granting historical landmark status, the County providing a performance grant or forgivable loan of \$650,000, and a 95% tax abatement on all City, County, and MSD taxes for a period of 10 years. Downtown Sanford Inc. has made a request for a loan from Golden Leaf to allow them to take control of the property. Rehab Development has an option on the property until tomorrow, September 18th. County Manager John Crumpton stated that in discussing this with DSI there was a need to take control of the building. No loans have been made out of the Golden Leaf fund except to SAGA. There is currently \$850,000 left in the fund. To go through the loan process, there would need to be a loan and deed of trust along with a public hearing. Also, policy would need to be waived to permit moving forward. Parts of the building presently are already generating revenue through two tenants. While DSI would market the

building, there would be no payments on the loan until after 24 months. The option on the building now is about \$500,000. Commissioner Reives requested a discussion regarding the Golden Leaf loan and the loan process to make it better known that it is available. No action was taken.

B. Consideration of a second upset bid offer for the purchase of surplus property located on Lemon Springs Road, PIN 9549-17-7784-00. – Moved to Consent Agenda.

C. Consideration of a donation of land located on Linden Avenue to the Sanford Housing Authority – Postponed until October Board of Commissioners Meeting.

D. Consideration of a proposed facility use policy for Lee County Parks and Recreation Facilities

With the purchase of the Lett Family Park in Broadway, Lee County began a process allowing groups to rent facilities to provide recreational programming. After the initial 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 County parks. With participation numbers down in several traditional programs, staff wants to allow outside groups the opportunity to establish programs in Lee County. County Manager John Crumpton reviewed the proposed policies and procedures for application for use. The agreement centers around seasonal requests and there is a 100% deposit at the time of reservation. Most jurisdictions have a preference for non-profit registrants before profit groups. The policy covers the requirement for insurance and allows the County Manager to sign the agreements on behalf of the County. The Parks and Recreation Advisory Board reviewed and unanimously recommended approval to the County Commissioners. County Attorney Whitney Parrish stated that an enhancement form is included that sets out rules for making improvements to facilities. Lee County Parks and Recreation will work to ensure compliance with the agreement is maintained. Chair Dalrymple stated that a preference was voiced by certain Broadway residents regarding time limits on field usage. Parks and Recreation Director John Payne stated there is an 11 p.m. curfew under the Code of Ordinances. Commissioner Reives moved to approve the facility use policies as presented. 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. 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 April 16, 2018 regular Board of Commissioners meeting, the Board voted to authorize staff to issue a request for information for law firms who are interested in representing Lee County in any potential opioid litigation. On May 21, 2018, the Board received information submitted by two firms national law firms – Mike Fuller on behalf of McHugh Fuller Law and Julie Bond on behalf of Simmons Hanly Conroy. The Board then decided to allow the firms to give presentations for their case and legal strategy. At the July 23, 2018 regular meeting, the Board heard presentations from both law firms regarding the theories of their cases and an update on where all of the cases are currently being litigated under the Multi-District Litigation.

At the August 20, 2018 meeting, this was brought back to the Board for the Board to consider instructing staff to enter into negotiations with one of the law firms to agree on a fee arrangement and contract with a firm that is satisfactory to the legal department. At that time, it was brought to the Board's attention it could go ahead and authorize the Chair to sign a fee

agreement once it was finalized. At this meeting, the Board voted to table the item until information was obtained at the NCACC Conference in Hickory. After discussion, Commissioner Oldham moved to hire the McHugh Fuller Law Firm and to instruct staff to gather any data on how the opioid epidemic affected Lee County before any suit is filed on behalf of the County. 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. 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 – Moved to Consent Agenda.

B. Value Added Agriculture Cluster Report Summary

Lee County Extension Director Bill Stone provided a 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. This is a cluster project with Chatham, Harnett and Johnston Counties. Value added means taking raw material and enhancing material value. The findings stated that there is a good opportunity for a value added agriculture structure. Workforce and available and ready sites are two issues. The four counties would need to agree to move forward and invest. Targeted recruitment, communication, supportive legislation, and collaboration with other organizations would be needed. Triangle J has already set out a proposal to facilitate year one deliverables. No action was taken.

C. Consideration of adoption of a new construction contract that is included in bid packages

County Attorney Whitney Parrish presented a proposed replacement for construction contracts that are typically included with bid packages. 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 that some changes could be made to cover more areas and better protect the County. Commissioner Oldham moved to approve the proposed contract as a sample agreement that will be included with bid packages with the changes to include liquidated damages, list of subcontractors, payment type, and a notarized affidavit stating taxes have been paid. Upon a vote, the results were as follows:

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

Chair Dalrymple ruled the motion had carried unanimously.

D. Lee County 2019 Post-65 Retiree Health Insurance Plan Renewal. – Moved to Consent Agenda.

E. Discussion Regarding Boys and Girls Club

Commissioner Reives noted that the Boys and Girls Club facility on Church Street is closing. The Board has allocated \$10,000 and the Boys and Girls Club has already started drawing on that money. Commissioner Reives moved to invite the director to come before the board to offer an explanation and to withhold payments until an explanation is provided. Commissioner Reives

stated he is asking that the request be submitted in writing and that the County withhold payment until an explanation is received. Upon a vote, the results were as follows:

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

Chair Dalrymple ruled the motion had carried unanimously.

F. Declaration Regarding Hurricane Relieve Funds

Commissioner Sloan inquired whether a formal request needed to be made to be included in disaster relief support due to the amount of crops that have been devastated. If the County is not declared, there may not be eligibility for funding. Chair Dalrymple stated an assessment of the damage will be performed to determine an estimate on the total amount of damages incurred. Commissioner Reives suggested providing a public service announcement to farmers.

VIII. MANAGERS' REPORTS

A. County Manager's Monthly Report for September 2018

County Manager John Crumpton presented the Monthly Manager's Report for September 2018, a copy of which is attached to these minutes and by this reference made a part hereof. Commissioner Reives moved to have one Board of Commissioners Meeting in October on October 15, 2018. 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.

IX. COMMISSIONERS' COMMENTS

ADJOURNMENT

With no further business to come before the Board, Commissioner Oldham 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 8:20 p.m.




Amy M. Dalrymple, Chair
Lee County Board of Commissioners


Jennifer Gamble, Clerk to the Board

HARNETT COUNTY VETERANS TREATMENT COURT

Decision Briefing

22 January 2019

“Keeping Free Those Who Kept us Free”

CURRENT SITUATION

- We are currently in 2nd Quarter of our last year of the Joint Federal Grant
- The Joint Federal Grant will not be presented again
- There are no current Federal Grants that our Court can apply for per Grants.Gov
- The Veterans Treatment Court has demonstrated tremendous positive results for our Veterans
- Our County has received state, national and international recognition through this program
- Our program has saved the County in funds and lives saved
- We have three full time staff and 3 part time staff that is responsible for daily operations
- Our compliance and oversight program sets the standard for the state
- Our County has seen a growth in Veteran population
- The Veterans Treatment Court adds value to this community

OBJECTIVE

To establish a sustainable full and part-time organizational framework for our Veterans Treatment Court in order to continue to provide the support for the Veterans that need help to become active members of our community. We will do this by:

- 1. Reestablishing collaboration with the VA Medical Centers**
- 2. Actively Seek Grant Funding as they present themselves**
- 3. Assist the Veterans Service Office with Veterans needing Mental Health needs and other Services**

FACTS AND ASSUMPTIONS

- **Over 20% of Military Personnel that deploy return with Mental Health and Substance use issues**
- **Over 650 Veterans have received initial Mental Health and Substance use assessments from our Clinical Team**
- **Ninety-Two (92%) of Veterans entering our Court have been diagnosed with PTSD, TBI, MST or other Mental health issues**
- **Seventy-Five (75%) of Veterans entering our program have substance use issues**
- **Our Court has saved lives and restored families**
- **Veterans have returned to the workplace as a result of participating in our program**
- **Our Veterans are experiencing sobriety**
- **Veterans that complete our program are giving back to the community**

FACTS AND ASSUMPTION (CONTINUED)

- Our Court saves money - \$27 for ever \$1 invested (NADCP Source)
- Jail Cost savings for the 124 Veterans in the Program @\$70 per day for 265 Average Sentence= \$2.3 Million in savings
- Volunteer Hours Cost saved for (Based on Annual Court Sessions) \$268K
- Mentor Volunteer average 4 hours per week (Based on Life Coach Salary) Saving is \$91K Annually
- Interns work an average of 20 hours per week x 2 Interns – \$28K
- Our Court has assisted Twenty-Two (22) Veterans to find and maintain employment. This has saved unemployment cost of \$132K
- The Current Grant has paid Mental Health Counselors and Drug Testing Organizations in this County over \$220K

FACTS AND ASSUMPTION (CONTINUED)

- The Court Management Team will continued to provide Man-hours and support to the Veterans Treatment Court
- Veterans are being helped by walking into the Veterans Treatment Court Administration Office
- Our Staff is dedicated and knowledgeable in the Services needed for our Veterans
- Many other Courts throughout the State reach out to this Court for Assistance and Guidance
- Members of our team provide training to area Law Enforcement and at the National level

ASSUMPTIONS

- **Majority of the Community is in favor of supporting the Veterans Treatment Court**
- **Our Court provides a positive media platform**

STAFFING HISTORY

OCT 2013 to SEP 2016	Program Director – GOV Crime Commission, Annual Grant – Office and National Conference Funding included	\$72,000
	PERSONNEL COST ONLY	
OCT 2016 to PRESENT	<u>Program Director</u> – BJA (80%) and SAMHSA (20%) – NC AOC	\$61,000
	<u>Clinical Director</u> – SAMHSA (100%) (County Contract Employee)	\$60,000
	<u>Case Manager</u> – BJA (100%) NC AOC <u>PART-TIME</u>	\$42,656
	<u>Field Treatment Compliance Officer</u> SAMHSA (100%) – County Contract	\$28,800
	<u>Mentor Coordinator</u> – BJA (100%) – NC AOC	\$19,400
	<u>Legal Assistant</u> – BJA (100%) NC AOC	\$16,320

COURSE OF ACTION ANALYSIS

RECOMMEND:

FULL -TIME SUPPORT

Clinical Director: – Provide Assistance to VSO – Collaborate Mental Health and Substance Use Treatment for Veterans in Need

Case Manager – Provide Assistance to VSO – Gather area resources and provide NON-CLINICAL Support to Veterans

PART-TIME SUPPORT

Field Clinical Treatment Compliance Officer – Provide Assistance to VSO – Ensure Veterans are getting the help and support they need and ensure their environment is stable and sustainable

Mentor Coordinator – Provide Assistance to VSO and Division of Aging – Recruit and train Volunteers to help others in need and ensure they are getting peer support that adds value to their



**DEPARTMENT OF
TAX
ADMINISTRATION**

Tel: (919) 718-4605
P.O. Box 1968
Sanford, NC 27331

MEMO

To: John Crumpton, County Manager
From: Mary C. Yow, Tax Administrator
Date: March 8, 2019
Re: Monthly forced collection efforts report for February 2019

February	
Accounts researched	2517
Wage garnishments, Escheats and bank attachments issued	996
Accounts Updated with Collection info	624
February total collections (all)	\$1,123,616.15
February collections for county only (G01)	\$ 713,705.95
Debt Setoff Payments Received	\$674.03
Foreclosure Sale	1 property posted for March 8 th sale
Notices of Foreclosure Sale Mailed	104
Employee List Entered	6
Rent Attachment Served	6
Payment Agreement(s) Implemented	8
Delinquent Advertisement/Debt Setoff Notices mailed	5604

MEETING
Monday, February 25, 2019
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**
 - C. Lett Family Park Update**
 - D. Bird Pens at San-Lee Park**
- VI. New Business**
- VII. Director's Report**
- VIII. Adjournment-**

BACKGROUND NOTES

LCPR Board meeting

February 25, 2019

John W. Payne

Greetings to all of you. I hope you're doing well.

Our February meeting will be mostly updating you about current projects and programs. Projects are moving along. Kiwanis Family Park looks quite different these days. The park is still open for walkers and joggers. Plans are to demolish the old restroom building this week, weather permitting. Portable toilets and handwashing stations have been placed in the gazebo area parking lot for patrons to use. A connecting trail from the gazebo parking lot is in place to connect to the park trails. At some point, a temporary access drive will be installed in order to renovate the main entrance.

I will be meeting with WithersRavel this Wednesday to map out next steps in moving forward with the Phase 1 Master Plans for Horton Park, Kiwanis Children's Park, O.T. Sloan Park, and Temple Park. My thought process is to apply for a PARTF grant for Kiwanis Children's Park. A matching grant there would get close to completing that project in Phase 1. The Board of County Commissioners would need to approve the grant application so the parks board would need to make a recommendation to do so.

A good bit of the work at Lett Family Park has been completed. Remaining items include; playground, replacement roofs, installation of new doors, some additional painting, and signage. The community building at the park is now ready for weekend rentals. Tiny Tots moved into their space last month and are enjoying it very much. The community building and the concession stand have new HVAC units installed.

A new sketch for the bird pens at San-Lee Park has been submitted for drafting and an engineer's stamp. Once that is received, a new request for bids will be issued for that project. Hopefully, the project will move along to completion by summer.

A request for bids is being readied for upgrades to the plumbing systems at San-Lee Park Bathhouses. Those buildings date to the late 1970's. I hope to get that project underway as soon as possible in order to be ready for the summer season at the park.

Programs and facility rentals are moving along pretty well. Programs currently offered are dance, Tiny Tots, Art, Gymnastics, youth basketball, and Outdoor Education programs. Registrations for spring and summer programs are underway.

I hope to see all of you at the meeting. Please let Judy know your attendance plans.

John

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 Rye, 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 Kovasckitz, Administrator
Lee County Schools: Reid Cagle, Transportation Director
NCDOT: Michael Ricketts, Assistant District Engineer, District 2
CC: TRC "CC" Members, Project Managers/Designers

FROM: SANFORD/LEE COUNTY ZONING & DESIGN REVIEW DEPT.

DATE: 3.4.2019

RE: TRC meeting on **Thursday March 28, 2019 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-3-12-19

9:00 am -Valentis Italian Restaurant – Commercial Plan Review

LOCATION: (formerly) 405 E. Main Street Sanford, NC 27330

LEE CO. PIN NO.: 9652-52-8098-00, 9652-52-8013-00, and 9652-52-8200-00

ZONING: C-2 General Commercial and R-6 Residential-Mixed (proposed to be rezoned to C2).

ACRES: 1.45 +/-

DESCRIPTION: Proposed to recombine parcels and develop new restaurant with associated site improvements.

UTILITIES: Proposed to be served by public water and sewer.

STREET(s): Access proposed of Main and Dalrymple (NCDOT and City maintained)

JURISDICTION: City of Sanford, inside the corporate City limits.

APPLICANT: Shawn Rodrigues | 910.673.0978 | 7lakesengrg@gmail.com

OWNER: Adam Valenti | 910.245.1105 | adam@valentis.biz

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

TRC-3-13-19

9:30 AM – CCCC Veterinary Clinic – Concept Plan Review

LOCATION: 1100 Kelly Drive, Sanford, NC 27330

LEE CO. PIN NO.: 9652-75-5708-00

ZONING: O&I Office and Institutional

ACRES: 36.1 +/-

DESCRIPTION: Proposed development of new veterinarian clinic with associated driveway and parking.

UTILITIES: Proposed to be served by public water and private septic.

STREET(s): Proposed access off of Nash Street or Kelly Drive, both NCDOT maintained.

JURISDICTION: City of Sanford, inside the corporate City limits.

APPLICANT: Jeremy Thomas | 919.777.6010 | jthomas@jthomasengineering.com

PROJECT MANAGER: Jim Harris | 704.941.2148 | jharris@labellapc.com

PLANNER: Alexandria Rye | 919.718.4656 ext. 5399 | alexandria.rye@sanfordnc.net

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

TRC-3-14-19

10:00 am – C & G Automotive and Truck Repair – Concept Plan Review

LOCATION: 1807 Broadway Road Sanford, NC 27330

LEE CO. PIN NO.: 9672-03-6833-00

ZONING: RA Residential Agricultural

ACRES: 6.49 +/-

DESCRIPTION: Proposed new development for automotive and truck repair show with associated driveway, parking.

UTILITIES: Proposed to be served by public water and private septic.

STREET(s): Proposed access off of Broadway Road (NCDOT maintained).

JURISDICTION: Lee County, outside of corporate City limits.

APPLICANT: Jeremy Thomas | 919.777.6010 | jthomas@jthomasengineering.com

PROJECT MANAGER: Richard Oldham | 919.708.1024 | roldham@sanfordcontractors.com

PLANNER: Alexandria Rye | 919.718.4656 ext. 5399 | alexandria.rye@sanfordnc.net

TRC-3-15-19

10:30 AM – Reach Construction – Concept Plan Review

LOCATION: 3021 Beechtree Drive Sanford, NC

LEE CO. PIN NO.: 9644-46-0251-00

ZONING: RA Residential Agricultural and LI Light Industrial

ACRES: 14.99 +/-

DESCRIPTION: Proposed to new development of contractors' office with associated site improvements.

UTILITIES: Proposed to be served by public water and sewer.

STREET(s): Proposed access from Beechtree Drive, NCDOT maintained.

JURISDICTION: The front portion of the parcel is located in the ETJ, the rest is located in Lee County, outside the corporate city limits.

APPLICANT: Brandon Martin | bm@reachconstruction.com

PROJECT MANAGER: Mark Lyczkowski | 919.842.0334 | mlconsulting09@yahoo.com

PLANNER: Alexandria Rye | 919.718.4656 ext. 5399 | alexandria.rye@sanfordnc.net

TRC-3-16-19

11:00 AM – Grace Christian School New Child Development Center and Elementary School – Commercial Plan Review

LOCATION: TBD Jefferson Davis Hwy. Sanford, NC

LEE CO. PIN NO.: 9631-30-9911-00, 9631-40-1920-00, and 9631-40-1218-00

ZONING: HC, Highway Commercial and RA, Residential Agricultural

ACRES: 34 +/-

DESCRIPTION: Proposed new development of a 64,272 SF building for daycare an elementary school with associated site improvements.

UTILITIES: Proposed to be served by existing public water & public sewer (via a private lift station/force main).

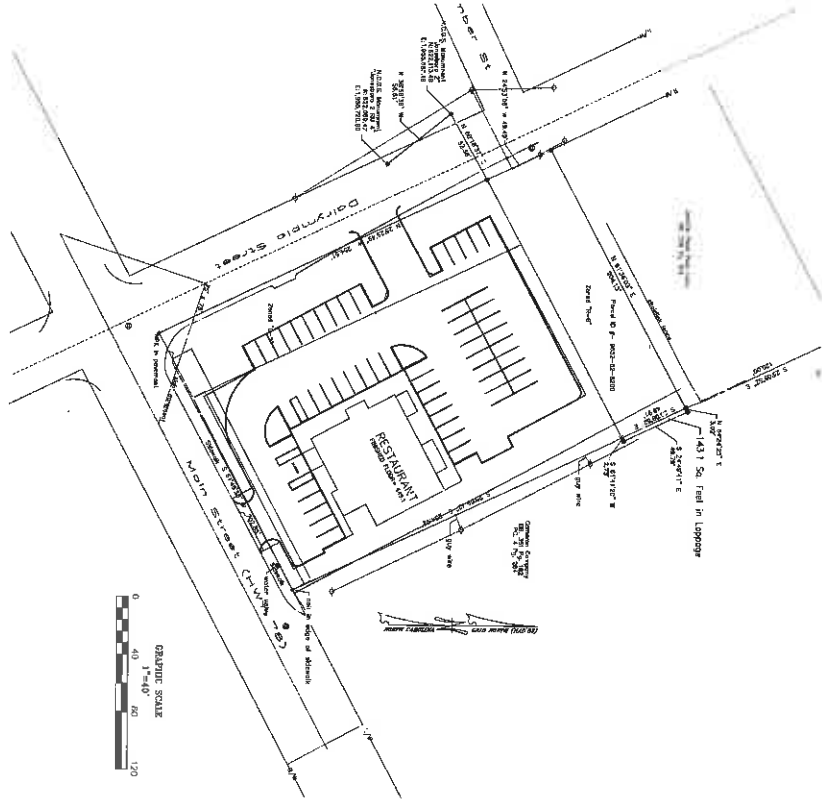
STREET(s): Existing access via US Hwy 1/Jefferson Davis Hwy, a NCDOT maintained.

JURISDICTION: Lee County, outside the corporate City limits

APPLICANT: Johnathan Bullard | 919.270.5281 | johnathanbullard@gracechapelsanford.com

PROJECT MANAGER: Ken Bright | 919.776.3444 | kwbright@kenbrightengineering.com

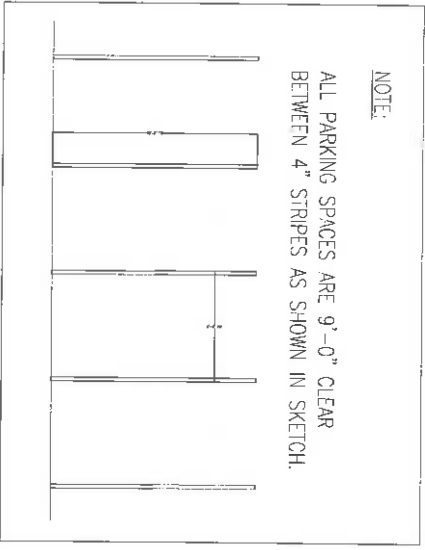
PLANNER: Alexandria Rye | 919.718.4656 ext. 5399 | alexandria.rye@sanfordnc.net



NOTE: MINIMUM SETBACK REQUIREMENTS ARE LISTED BELOW:

FRONT:	REQUIRED 30'	ACTUAL 60' MIN.
SIDES:	REQUIRED 15'	ACTUAL 15' MIN
BACK:	REQUIRED 30'	ACTUAL 127.33' MIN

BUILDING IS LOCATED IN AN C2 - RESIDENTIAL ZONE



SEVEN LAKES ENGINEERING SERVICES, INC.
 277 Heckquill Drive
 Seven Lakes, NC 27176
 Telephone: (910) 674-0977
Valenseseng@gmail.com

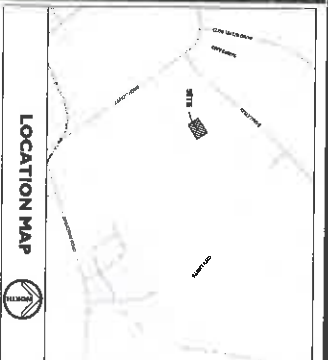


Valent's Italian Restaurant & Pizzeria
 Adam Valent
 405 E. Main Street
 Sanford, North Carolina 27332

REVISIONS

NO.	DATE	DESCRIPTION

DATE: 3/14/19
 DRAWN BY: RLV
 CHECKED BY: SRH
 SCALE: 1" = 40'
 SHEET NO.: 1 OF 1



NOTES

1. THIS PROJECT IS A PRELIMINARY SITE CONCEPT. THE CLIENT HAS NOT OBTAINED ALL NECESSARY PERMITS AND APPROVALS. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
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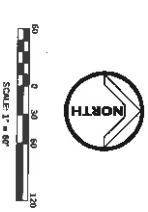
SITE DATA

OWNER:
 CENTRAL CAROLINA COMMUNITY COLLEGE
 1100 W. MAIN ST., SUITE 200
 SANFORD, NORTH CAROLINA 27370

PROJECT NO.:
 18-004

DATE:
 01 MAR 2019

SITE INFO:
 ADDRESS: 1100 W. MAIN ST., SUITE 200, SANFORD, NC 27370
 CITY: SANFORD, NORTH CAROLINA
 COUNTY: CATAWBA COUNTY, NORTH CAROLINA
 ZONING: M-1 (MANUFACTURING)
 LOT AREA: 100,000 SQ. FT.
 LOT DIMENSIONS: 500 FT. X 200 FT.
 ADJACENT PROPERTIES:
 TO THE NORTH: 1100 W. MAIN ST., SUITE 200, SANFORD, NC 27370
 TO THE SOUTH: 1100 W. MAIN ST., SUITE 200, SANFORD, NC 27370
 TO THE EAST: 1100 W. MAIN ST., SUITE 200, SANFORD, NC 27370
 TO THE WEST: 1100 W. MAIN ST., SUITE 200, SANFORD, NC 27370



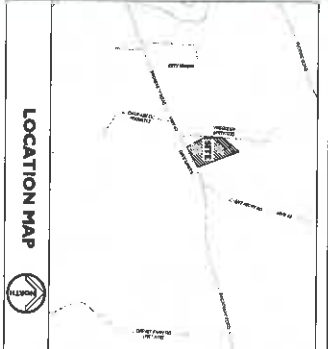
J THOMAS ENGINEERING, INC.
 CIVIL ENGINEERING & PLANNING
 1415 Canton Avenue, Suite 104
 Sanford, NC 27370
 Phone: (719) 777-6610
 Fax: (719) 777-6611
 www.jthomaseengineering.com
 License No. C-25839

**CCCC VETERINARY CLINIC
 SANFORD, NORTH CAROLINA**

PRELIMINARY SITE CONCEPT

**PRELIMINARY
 DO NOT USE FOR
 CONSTRUCTION**

Scale:	Sheet No.:	Drawn By:	Check:
1" = 100'	1 of 1	JT	JT
Project Number:	Date:	Revised By:	Revised Date:
18-004	01 MAR 2019	JT	



NOTES

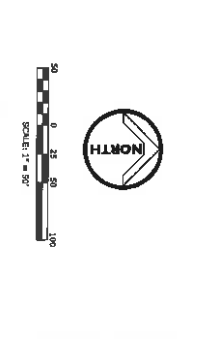
1. THE PRELIMINARY SITE CONCEPT IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND IS SUBJECT TO VERIFICATION BY THE ENGINEER. THE ENGINEER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE INFORMATION PROVIDED BY THE CLIENT AND HAS FOUND IT TO BE REASONABLY ACCURATE.
2. THE PRELIMINARY SITE CONCEPT IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND IS SUBJECT TO VERIFICATION BY THE ENGINEER. THE ENGINEER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE INFORMATION PROVIDED BY THE CLIENT AND HAS FOUND IT TO BE REASONABLY ACCURATE.
3. THE PRELIMINARY SITE CONCEPT IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND IS SUBJECT TO VERIFICATION BY THE ENGINEER. THE ENGINEER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE INFORMATION PROVIDED BY THE CLIENT AND HAS FOUND IT TO BE REASONABLY ACCURATE.
4. THE PRELIMINARY SITE CONCEPT IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND IS SUBJECT TO VERIFICATION BY THE ENGINEER. THE ENGINEER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE INFORMATION PROVIDED BY THE CLIENT AND HAS FOUND IT TO BE REASONABLY ACCURATE.
5. THE PRELIMINARY SITE CONCEPT IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND IS SUBJECT TO VERIFICATION BY THE ENGINEER. THE ENGINEER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE INFORMATION PROVIDED BY THE CLIENT AND HAS FOUND IT TO BE REASONABLY ACCURATE.

SITE DATA

CLIENT: C & G AUTOMOTIVE AND TRUCK REPAIR SHOP
PROJECT: PRELIMINARY SITE CONCEPT
ADDRESS: 1807 BROADWAY ROAD, LEE COUNTY, NC 27546
DATE: 01 MAR 2019

OWNER: C & G AUTOMOTIVE AND TRUCK REPAIR SHOP
CONTACT: [REDACTED]
PHONE: [REDACTED]
EMAIL: [REDACTED]

PREPARED BY: [REDACTED]
CHECKED BY: [REDACTED]
DATE: 01 MAR 2019



J THOMAS ENGINEERING, INC.
 CIVIL ENGINEERING & PLANNING
 143 Charlton Avenue, Suite 104
 Raleigh, North Carolina 27601
 (919) 777-0010
 www.jthomasee.com
 License No. C-5359

C & G AUTOMOTIVE AND TRUCK REPAIR SHOP
 1807 BROADWAY ROAD
 LEE COUNTY, NORTH CAROLINA

PRELIMINARY SITE CONCEPT

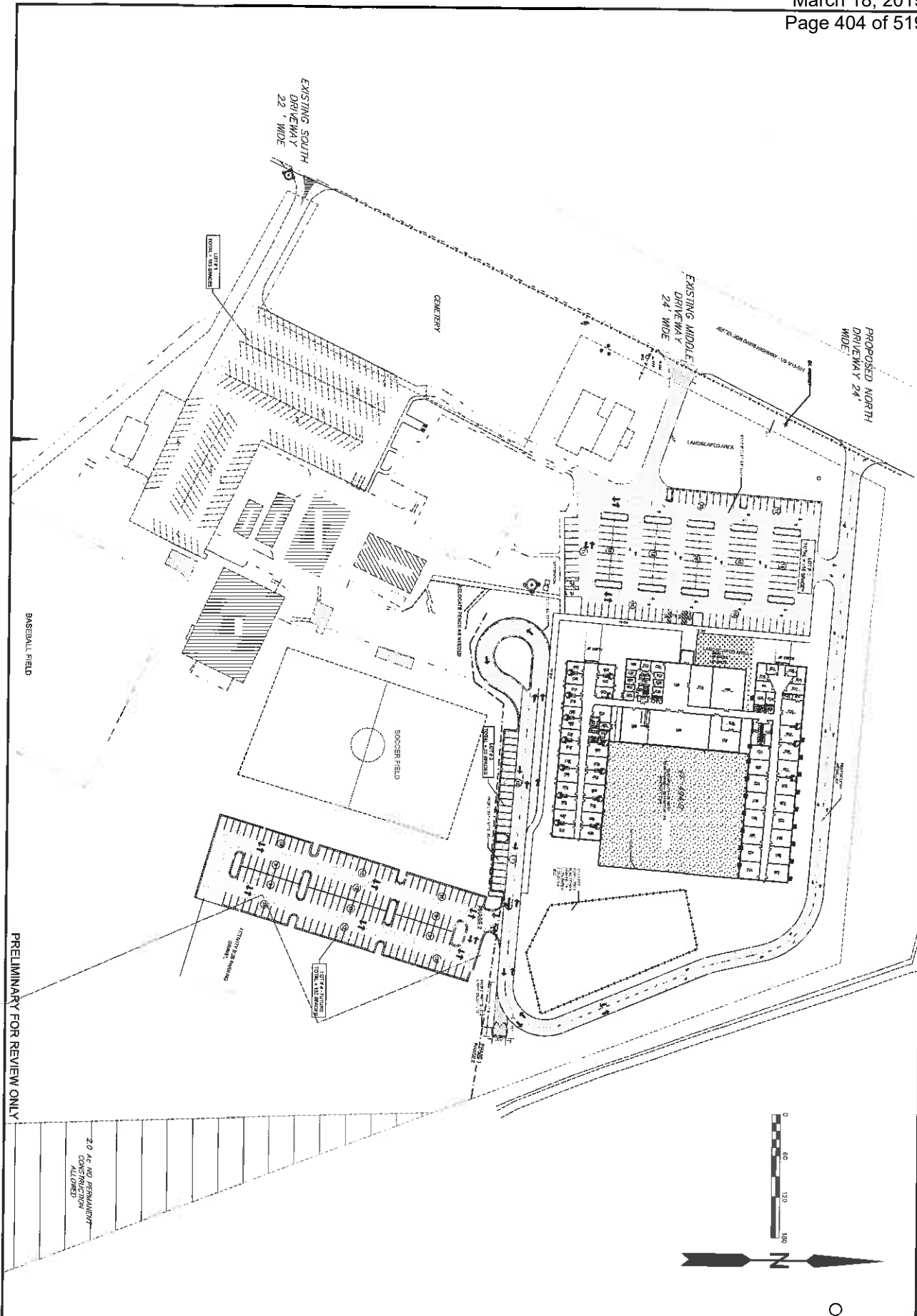
REVISIONS	
NO.	DESCRIPTION

PRELIMINARY DO NOT USE FOR CONSTRUCTION

Scale:	1" = 50'
Drawn by:	JT
Checked by:	JT
Date:	01 MAR 2019



TIMMONS GROUP		NORTH CAROLINA LICENSE NO. C-1652		YOUR VISION ACHIEVED THROUGH OURS.		THIS DRAWING PREPARED AT THE SANFORD OFFICE 5419 Trinity Road, Suite 102 Sanford, NC 27577 TEL 919.886.4959 FAX 919.833.4241 www.timmons.com		FOR REVIEW ONLY
BEECHTREE DRIVE		SANFORD, LEE COUNTY, NORTH CAROLINA		DATE		REVISION DESCRIPTION		
SITE LAYOUT PLAN		DATE		DATE		DATE		



PRELIMINARY FOR REVIEW ONLY

20' 4" MIN. PERMITMENT
 CONSTRUCTION
 ALLOWED

FILE: C3 OF	DATE: 3/1/19 SCALE: AS SHOWN CONTACT:	SCOTT MCALLISTER FOLSOM CONSTRUCTION SOUTHEAST LLC 980 Windy Hill, Box 204 Apex, NC 27602 P: (919) 355-2193 F: (919) 682-4350 M: (919) 746-9201	THESE DRAWINGS AND RELATED DOCUMENTS ARE THE PROPERTY OF KEN BRIGHT ASSOCIATES, PLLC. THEY SHALL NOT BE LOANED, REPRODUCED, COPIED, REPRODUCED, OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF KEN BRIGHT ASSOCIATES, PLLC.	KEN BRIGHT ASSOCIATES PLLC CONSULTING ENGINEERS P.O. BOX 553 2205 CARTIAGE ST. SHARFORD, NC 27333 PHONE: (919) 776-3644 e-mail: kvb@kba.org kvb@kenbright.com www.kenbrightengineering.com	REVISIONS:
	GRACE CHRISTIAN SCHOOL NEW CHILD DEVELOPMENT CENTER AND ELEMENTARY SCHOOL BUILDING MASTER PLAN				

Permits Monthly Report
From 1/1/2019 To 1/31/2019

Electrical Permit

Residential New

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-1-19-32730	1123 SHERIFF WATSON RI SANFORD, NC 27330-	0	0	1/09/2019	POPE'S ELECTRIC SERVICE INC.	(910)944-1996	FLOYD HAUSE	Lee County	
ELEC-1-19-32732	5871 LOWER MONCURE R SANFORD, NC 27330-	0	0	1/14/2019	PARKER POWER SYSTEMS LLC	(919)488-5659	THOMAS ELFONT	Lee County	
ELEC-1-19-32735	312 HARBOR TRACE EAST SANFORD, NC 27330-	0	0	1/28/2019	J.M. POPE ELECTRIC	(919)488-4070	MICHAEL PHILLIPS	Lee County	

Number of Electrical Permit: 3

Valuation Total: \$0.00

Permits Monthly Report
From 1/1/2019 To 1/31/2019

Mechanical Permit

Residential

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
MECH-1-19-32729	1848 CLEARWATER DR SANFORD, NC 27330-	0	0	1/08/2019	SURETEMP MECHANICAL	919-770-4120	LACY OLDHAM III	City of Sanford	
MECH-1-19-32731	810 SCARLETT LN SANFORD, NC 27330	0	0	1/11/2019	COOPER CONTRACTORS	(919)353-0897	COPPER RIDGE DEVELO	City of Sanford	
MECH-1-19-32733	1848 CLEARWATER DR SANFORD, NC 27330-	0	0	1/15/2019	DICKERSON HEARTH PRODUCTS, INC.	(919)872-6770	LACY OLDHAM III	City of Sanford	

Number of Mechanical Permit: 3

Valuation Total: \$0.00

Permits Monthly Report
From 1/1/2019 To 1/31/2019

Plumbing Permit

Commercial

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
PLUM-1-19-32736	901 FRANKLIN RD SANFORD, NC 27330-	0	0	1/28/2019	DIXON PLUMBING, INC.	(919)931-6648	F JOSEPH BISHOP GOSS	City of Sanford	HRF

Residential New

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
PLUM-1-19-32734	111 ST JAMES WAY SANFORD, NC 27330-	0	0	1/22/2019	LARRY LEE PLUMBING, INC.	(910)424-1766	JAMES SILER	City of Sanford	HRF
PLUM-1-19-32737	608 PICKARD RD SANFORD, NC 27330-	0	0	1/30/2019	NEAL AND HOWARD INC.	(919)775-3811	JEREMY FAYER	Lee County	

Number of Plumbing Permit: 3

Valuation Total: \$0.00

Grand Totals:

0 sq ft. \$0.00 Total Permits Issued: 9



**PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)
FOR SANFORD/LEE COUNTY/ BROADWAY**

BUILDING (NON-RESIDENTIAL)

BLDC-000369-2018

Status: Issued
Application Date: 12/05/2018
Zone: C-2 C-2 General Commercial
Additional Info:
Corner Lot: No
Construction Type: V-A
Acres: 1.26
Description: OFFICE SPACE AND INTERIOR UPFIT FOR STATE FARM IN AN EXISTING MULTI-TENANT RETAIL BUILDING

Type: Building (Non-Residential)
Workclass: Other
Issue Date: 01/14/2019
Sq Ft: 1,232

Main Address:
Parcel: 9651-98-9715-00
Last Inspection:

District: Sanford
Project:
Expiration: 07/13/2019
Valuation: \$29,975.00

Public Water: Yes
Flood Zone: N/A
Private Sewer: No
Reactivated: No
Subdivision: N/A
Public Sewer: Yes
Fire Plan Review Required: Yes
Watershed: N/A
Number of Bathrooms: 1

Assigned To: Paulette Harmon

BLDC-000404-2018

Status: Issued
Application Date: 12/11/2018
Zone: C-2 C-2 General Commercial
Additional Info:
Private Sewer: No
Fire Plan Review Required: No
Number of Bathrooms: 0

Type: Building (Non-Residential)
Workclass: Alteration
Issue Date: 01/14/2019
Sq Ft: 0

Main Address:
Parcel: 9632-46-5541-00
Last Inspection: 01/29/2019

District: Sanford
Project:
Expiration: 07/28/2019
Valuation: \$234,633.00

Public Water: No
Construction Type: V-A
Number of Stories: 0
Private Well: No
Subdivision:
Public Water: No
Acres: 0.609162
Reactivated: No
Corner Lot: No

Assigned To: Paulette Harmon

Description: PRIOR GAS STATION REMOVED UNDERGROUND TANK AND BECAME CONVENIENCE STORE. NOW PROPOSING TO BE A GAS STATION AGAIN. GAS TANK TO BE LOCATED UNDERGROUND AND PROPOSING TO INSTALL 2 GAS PUMPS W/ CANOPY. THIS SITE IS ON SEPTIC AND ALONG A MAIN THOROUGHFARE.

PER CONTRACTOR: INSTALLING (1) FUEL TANK, (2) DISPENSERS AND NEW GAS CANOPY

BLDC-000425-2018

Status: Issued
Application Date: 10/20/2017
Zone: RA RA Residential Agricultural
Additional Info:
Public Sewer: No
Construction Type: V-A
Description: 12'X36' MODULAR UNIT FOR OFFICE/LAB SPACE (THIS PERMIT DOES HAVE A FILE) TRANSFERRED PERMIT FROM DESKTOP 12/13/2018 PERMIT# COMM-4-18-31068 PLAN CASE# PCOM-10-17-9598

Type: Building (Non-Residential)
Workclass: Modular
Issue Date: 01/07/2019
Sq Ft: 500

Main Address:
Parcel: 9630-94-2340-00
Last Inspection: 01/09/2019

District: Lee County (Unincorporated)
Project:
Expiration: 07/07/2019
Valuation: \$42,500.00

Public Water: No
Corner Lot: No
Private Well: No
Business: 500
Reactivated: No
Private Sewer: No
Fire Plan Review Required: No

Assigned To: Paulette Harmon

BLDC-000471-2018

Status: Issued
Application Date: 12/19/2018
Zone: L1 L1 Light Industrial
Additional Info:
Number of Stories: 1

Type: Building (Non-Residential)
Workclass: Addition
Issue Date: 01/30/2019
Sq Ft: 0

Main Address:
Parcel: 9634-16-2140-00
Last Inspection: 02/08/2019

District: Lee County (Unincorporated)
Project:
Expiration: 08/07/2019
Valuation: \$71,570.00

Public Water: Yes
Private Well: No
Reactivated: No

Assigned To: Paulette Harmon

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

<p>Fire Plan Review Required: No Watershed: N/A Private Sewer: Yes Description: 842 SQ. FT. OFFICE ADDITION</p>	<p>Construction Type: V-A Acres: 3.08363</p>	<p>Historic District: N/A Power Co.: DUKE</p>	<p>Flood Zone: AE Corner Lot: No</p>	<p>Subdivision: N/A Business: 842</p>
<p>BLDC-000473-2018 Status: Complete Application Date: 12/19/2018 Zone: CBD CBD Central Business Additional Info: Corner Lot: No Reactivated: No Flood Zone: SHADED X, AE Description: INTERIOR RENOVATION TO EXISTING SQUARE FOOTAGE</p>	<p>Type: Building (Non-Residential) Workclass: Other Issue Date: 01/04/2019 Sq Ft: 0 Private Sewer: No Fire Plan Review Required: No Subdivision:</p>	<p>District: Sanford Project: Expiration: 07/27/2019 Valuation: \$3,000.00 Public Sewer: Yes Construction Type: V-A Acres: 0.511943</p>	<p>Main Address: Parcel: 9643-70-4284-00 Last Inspection: 01/28/2019 Assigned To: Paulette Harmon Public Water: Yes FEMA Map Number: N/A</p>	<p>115 Chatham St, EM1 Sanford, NC 27330 Final Date: 01/28/2019 Assigned To: Paulette Harmon</p>
<p>BLDC-000508-2018 Status: Issued Application Date: 12/31/2018 Zone: RARA Residential Agricultural Additional Info: Proposed Use: PRIVATE AIRPORT HANGER TO BE CONSTRUCTED AT RALEIGH EXEC. JETPORT Private Well: No Fire Plan Review Required: No Acres: 398.74 Description: PRIVATE AIRPORT HANGER TO BE CONSTRUCTED AT RALEIGH EXEC. JETPORT</p>	<p>Type: Building (Non-Residential) Workclass: New Issue Date: 01/15/2019 Sq Ft: 12,000 Number of Bathrooms: 1 Public Water: No Construction Type: II-A Power Co.: CEMC</p>	<p>District: Lee County (Unincorporated) Project: Expiration: 08/04/2019 Valuation: \$235,000.00 Corner Lot: No Storage: Heated: 98 Flood Zone: AE</p>	<p>Main Address: Parcel: 9676-09-8483-00 Last Inspection: 02/12/2019 Assigned To: Chyna Kitt Public Sewer: No Storage: Unheated: 11902 Subdivision:</p>	<p>700 Rod Sullivan Rd Sanford, NC 27330 Final Date: Assigned To: Chyna Kitt</p>
<p>BLDC-000682-2019 Status: Complete Application Date: 01/24/2019 Zone: LI LI Light Industrial Additional Info: Number of Stories: 1 Subdivision: Description: INTERIOR RENOVATION OF EXISTING OFFICE SPACE TO STORAGE AREA (INSTALLING STEEL BEAMS AFTER REMOVING WALLS)</p>	<p>Type: Building (Non-Residential) Workclass: Alteration Issue Date: 01/25/2019 Sq Ft: 0 Private Well: No Acres: 229.789</p>	<p>District: Sanford Project: Expiration: 08/03/2019 Valuation: \$6,000.00 Public Water: Yes Corner Lot: No</p>	<p>Main Address: Parcel: 9662-60-4701-00 Last Inspection: 02/04/2019 Assigned To: Fire Plan Review Required: No Public Sewer: Yes</p>	<p>1400 Broadway Rd Sanford, NC 27332 Final Date: 01/30/2019 Assigned To:</p>

PERMITS ISSUED FOR BUILDING (NON-RESIDENTIAL):

BUILDING (RESIDENTIAL)

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

BRES-000048-2018 Status: Issued Application Date: 10/30/2018 Zone: R-20 R-20 Additional Info: Construction Type: V-A Lot Number: 124 Subdivision: AUTUMNWOOD Description: NEW SFD PLAN CASE# PRES-10-18-10541	Type: Building (Residential) Workclass: New Issue Date: 01/03/2019 Sq Ft: 3,363 Basement: No Corner Lot: No Acres: 0.477711	District: Sanford Project: Expiration: 08/06/2019 Valuation: \$210,000.00 Number of Stories: 1.5 Power Supplier: Duke Energy (800) 452-2777	Main Address: Parcel: 9634-20-4492-00 Last Inspection: 02/07/2019 Assigned To: Paulette Harmon Building Occupancy: Residential Proposed Utilities: Public Sewer, Public Water	107 Foothills Ct Sanford, NC 27330 Final Date: Assigned To: Paulette Harmon
BRES-000049-2018 Status: Issued Application Date: 10/30/2018 Zone: R-20 R-20 Additional Info: Construction Type: V-A Lot Number: 164 Subdivision: AUTUMNWOOD Description: NEW SFD PLAN CASE# PRES-10-18-10542	Type: Building (Residential) Workclass: New Issue Date: 01/03/2019 Sq Ft: 3,418 Basement: No Corner Lot: No Acres: 0.459135	District: Sanford Project: Expiration: 08/12/2019 Valuation: \$210,000.00 Number of Stories: 1.5 Power Supplier: Duke Energy (800) 452-2777	Main Address: Parcel: 9634-30-0281-00 Last Inspection: 02/13/2019 Assigned To: Paulette Harmon Building Occupancy: Residential Proposed Utilities: Public Sewer, Public Water	510 Boulderbrook Pkwy Sanford, NC 27330 Final Date: Assigned To: Paulette Harmon
BRES-000210-2018 Status: Issued Application Date: 11/15/2018 Zone: R-20 R-20 Additional Info: Construction Type: V-A Lot Number: 47 Subdivision: OLDE JONESBORO Description: 26'-8"X48' PROPOSED OFF-FRAME MODULAR	Type: Building (Residential) Workclass: Modular Issue Date: 01/07/2019 Sq Ft: 1,280 Basement: No Corner Lot: No Acres: 0.444119	District: Sanford Project: Expiration: 08/06/2019 Valuation: \$118,000.00 Number of Stories: 1 Power Supplier:	Main Address: Parcel: 9651-44-1419-00 Last Inspection: 02/14/2019 Assigned To: Chyna Kift Building Occupancy: Residential Fire Plan Review Required: No Existing Utilities: Public Sewer, Public Water	3308 Cemetery Rd Sanford, NC 27332 Final Date: Assigned To: Chyna Kift
BRES-000289-2018 Status: Complete Application Date: 11/27/2018 Zone: R-14 R-14 Residential Single-Family Additional Info: Construction Type: V-A Existing Utilities: Public Sewer, Public Water Description: PROPOSED 12' X 16' ACCESSORY BUILDING (STORAGE SHED) TO BE PLACED IN BACKYARD OF EXISTING SFD.	Type: Building (Residential) Workclass: Accessory Structure Issue Date: 01/02/2019 Sq Ft: 192 Basement: No Fire Plan Review Required: No	District: Lee County (Unincorporated) Project: Expiration: 07/06/2019 Valuation: \$4,601.00 Building Occupancy: Residential Subdivision: HEARTHFIELD LAKES COUNTY	Main Address: Parcel: 9623-80-1377-00 Last Inspection: 01/07/2019 Assigned To: Chyna Kift Power Supplier: Central Electric (919) 774-4900 Acres: 0.492137	144 Brookfield Cir Sanford, NC 27330 Final Date: 01/07/2019 Assigned To: Chyna Kift

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

BRES-000412-2018 Status: Issued Application Date: 12/12/2018 Zone: RR RR Additional Info: Construction Type: V-A Heated Square Footage: 0 Corner Lot: No Acres: 0.855442 Description: NEW SFD	Type: Building (Residential) Workclass: New Issue Date: 01/08/2019 Sq Ft: 3,152 Basement: No Unheated Square Footage: 0 Power Supplier: Duke Energy (800) 452-2777	District: Lee County (Unincorporated) Project: Expiration: 08/14/2019 Valuation: \$355,000.00 Number of Stories: 1 Porch/Deck Square Footage: 0 Fire Plan Review Required: No	Main Address: 7903 Bobwhite Ln Sanford, NC 27332 Final Date: Assigned To: Chyna Kitt Number of Bathrooms: 2.5 Road Frontage (Ft.): 0 Proposed Utilities: Private Sewer System, Public Water Building Occupancy: Residential Lot Number: 25, SEC J Subdivision: QUAIL RIDGE
BRES-000494-2018 Status: Issued Application Date: 12/27/2018 Zone: RR RR Additional Info: Construction Type: V-A Lot Number: 245 FEMA Map Number: 370196600J Description: NEW SFD (LOCATED IN FLOODPLAIN- AMY M. 12/21/18)	Type: Building (Residential) Workclass: New Issue Date: 01/07/2019 Sq Ft: 4,263 Basement: No Corner Lot: No Flood Zone: AE	District: Lee County (Unincorporated) Project: CAROLINA TRACE Expiration: 08/05/2019 Valuation: \$416,542.00 Number of Stories: 2 Power Supplier: Duke Energy (800) 452-2777 Subdivision: CAROLINA TRACE	Main Address: 245 Lakeview Dr Sanford, NC 27332 Final Date: Assigned To: Chyna Kitt Number of Bathrooms: 3 Existing Utilities: Public Sewer, Public Water Acres: 0.59 Building Occupancy: Residential Fire Plan Review Required: No
BRES-000501-2018 Status: Issued Application Date: 12/28/2018 Zone: R-20 R-20 Additional Info: Construction Type: V-A Power Supplier: Description: 12'X15' DETACHED STORAGE SHED	Type: Building (Residential) Workclass: Accessory Structure Issue Date: 01/25/2019 Sq Ft: 180 Basement: No Existing Utilities:	District: Sanford Project: Expiration: 07/24/2019 Valuation: \$12,300.00 Building Occupancy: Residential Fire Plan Review Required: No	Main Address: 211 Streamside Dr Sanford, NC 27330 Final Date: Assigned To: Paulette Harmon Corner Lot: No Acres: 0.494184 Lot Number: 107 Subdivision: AUTUMNWOOD
BRES-000505-2018 Status: Issued Application Date: 12/28/2018 Zone: RR RR Additional Info: Construction Type: V-A Lot Number: 22 Subdivision: FALL CREEK Description: NEW SFD	Type: Building (Residential) Workclass: New Issue Date: 01/23/2019 Sq Ft: 3,995 Basement: No Corner Lot: No Acres: 5.11343	District: Lee County (Unincorporated) Project: Expiration: 07/22/2019 Valuation: \$177,815.00 Number of Stories: 2 Existing Utilities: Private Sewer System, Private Well Power Co.: CEMC	Main Address: 558 Round Fish Dr Sanford, NC 27330 Final Date: Assigned To: Chyna Kitt Building Occupancy: Residential Flood Zone: AE

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

BRES-000512-2018 Status: Issued Application Date: 12/31/2018 Zone: R-6 R-6 Additional Info: Construction Type: V-A Heated Square Footage: 296 Subdivision:	Type: Building (Residential) Workclass: Addition Issue Date: 01/28/2019 Sq Ft: 296 Basement: No Corner Lot: No Acres: 0.146659	District: Sanford Project: Expiration: 08/13/2019 Valuation: \$20,000.00 Number of Stories: 1 Power Supplier: Duke Energy (800) 452-2777	Main Address: Parcel: 9642-87-4483-00 Last Inspection: 02/14/2019 Assigned To: Chyna Kitt Number of Bathrooms: 1 Building Occupancy: Residential Existing Utilities: , Public Sewer, Public Water	204 Simmons St Sanford, NC 27330 Final Date: Assigned To: Chyna Kitt
Description: 10'X20' ADDITION TO EXISTING SFD AND 4'X24' ADDITION FOR CLOSET SPACE				
BRES-000528-2019 Status: Issued Application Date: 01/03/2019 Zone: RA RA Residential Agricultural Additional Info: Construction Type: V-A Power Supplier:	Type: Building (Residential) Workclass: Other Issue Date: 01/08/2019 Sq Ft: 12 Basement: No Existing Utilities: , Private Sewer System, Public Water	District: Lee County (Unincorporated) Project: Expiration: 07/22/2019 Valuation: \$400.00 Building Occupancy: Residential Fire Plan Review Required: No	Main Address: Parcel: 9642-24-6718-00 Last Inspection: 01/23/2019 Porch/Deck Square Footage: 0 Subdivision: MINTER SCHOOL RD ESTATES	2395 Minter School Rd Sanford, NC 27332 Final Date: Assigned To: Chyna Kitt Corner Lot: No Acres: 0.906501
Description: 48"X36" (4'X3') FRONT PORCH REPLACEMENT				
BRES-000538-2019 Status: Complete Application Date: 01/04/2019 Zone: R-12 R-12 Residential Mixed Additional Info: Construction Type: V-A Power Supplier: Duke Energy (800) 452-2777 Description: 12'X16' ACCESSORY BUILDING	Type: Building (Residential) Workclass: Accessory Structure Issue Date: 01/08/2019 Sq Ft: 0 Basement: No Existing Utilities: , Public Sewer, Public Water	District: Sanford Project: Expiration: 08/10/2019 Valuation: \$2,000.00 Building Occupancy: Residential Fire Plan Review Required: No	Main Address: Parcel: 9653-11-4634-00 Last Inspection: 02/11/2019 Unheated Square Footage: 0 Subdivision: DEATON	604 Midland Ave Sanford, NC 27330 Final Date: 02/12/2019 Assigned To: Chyna Kitt Corner Lot: No Acres: 0.482516
BRES-000539-2019 Status: Issued Application Date: 01/04/2019 Zone: RA RA Residential Agricultural Additional Info: Construction Type: V-A Lot Number: 1 Subdivision: COPPER RIDGE EAST Description: NEW SFD	Type: Building (Residential) Workclass: New Issue Date: 01/08/2019 Sq Ft: 3,091 Basement: No Corner Lot: No Watershed: CAPE FEAR / LEE COUNTY	District: Lee County (Unincorporated) Project: Expiration: 08/06/2019 Valuation: \$203,329.00 Number of Stories: 1 Power Supplier: Duke Energy (800) 452-2777 Acres: 2.33	Main Address: Parcel: 9666-56-1510-00 Last Inspection: 02/07/2019 Number of Bathrooms: 3 Fire Plan Review Required: No	162 Rod Sullivan Rd Sanford, NC 27330 Final Date: Assigned To: Chyna Kitt Building Occupancy: Residential Proposed Utilities: , Private Sewer System, Public Water

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

BRES-000542-2019	Type: Building (Residential) Workclass: New	District: Sanford Project:	Main Address: 1008 Archer Ln Sanford, NC 27330	Building Occupancy: Residential
Status: Issued	Issue Date: 01/04/2019	Expiration: 08/03/2019	Parcel: 9643-44-3848-00	Fire Plan Review Required: No
Application Date: 01/04/2019	Sq Ft: 2,858	Valuation: \$122,543.00	Last Inspection: 02/04/2019	
Zone: R-12 R-12 Residential Mixed	Basement: No	Number of Stories: 2	Assigned To: Chyna Kitt	
Additional Info:	Corner Lot: No	Power Supplier: Duke Energy (800) 452-2777		
Construction Type: V-A	Acres: 0.42			
Lot Number: 114				
Subdivision: NOTTINGHAM				
Description: NEW SFD				
BRES-000549-2019	Type: Building (Residential) Workclass: Accessory Structure	District: Lee County (Unincorporated) Project:	Main Address: 133 Glass Dr Sanford, NC 27330	Building Occupancy: Residential
Status: Issued	Issue Date: 01/08/2019	Expiration: 07/07/2019	Parcel: 9622-88-2328-00	Fire Plan Review Required: No
Application Date: 01/08/2019	Sq Ft: 600	Valuation: \$25,000.00	Last Inspection:	
Zone: RR RR	Basement: No	Building Occupancy: Residential	Assigned To: Chyna Kitt	
Additional Info:	Fire Plan Review Required: No	Subdivision: GUNTER LANDS		
Construction Type: V-A				
Existing Utilities: Private Sewer System, Public Water			Corner Lot: No	Power Supplier: Central Electric (919) 774-4900
Description: PROPOSED 20' X 30' ACCESSORY BUILDING (SHOP) IN BACK YARD OF EXISTING SFD.			Acres: 4.41143	
BRES-000564-2019	Type: Building (Residential) Workclass: Renovations	District: Lee County (Unincorporated) Project: CAROLINA TRACE	Main Address: 955 South Rd, BAY Sanford, NC 27332	Building Occupancy: Residential
Status: Issued	Issue Date: 01/10/2019	Expiration: 08/06/2019	Parcel: 9660-92-0137-00	Fire Plan Review Required: No
Application Date: 01/08/2019	Sq Ft: 1,656	Valuation: \$87,495.00	Last Inspection: 02/07/2019	
Zone: RR RR	Basement: No	Number of Stories: 1	Assigned To: Paulette Harmon	
Additional Info:	Corner Lot: No	If Other: LOCATED WITHIN THE 100-YEAR FLOODPLAIN		
Construction Type: V-A	Historic District: NO	FEMA Map Number: 371096600J		
Lot Number: 955	Acres: 0.126925			
Fire Plan Review Required: No				
Watershed: NO				
Description: RENOVATIONS INTERIOR EXTERIOR FOUNDATION DUE TO FLOOD DAMAGE				
BRES-000591-2019	Type: Building (Residential) Workclass: Accessory Structure	District: Lee County (Unincorporated) Project:	Main Address: 211 Ayers Ln Sanford, NC 27332	Building Occupancy: Residential
Status: Issued	Issue Date: 01/18/2019	Expiration: 07/17/2019	Parcel: 9529-48-4191-00	Fire Plan Review Required: No
Application Date: 01/10/2019	Sq Ft: 0	Valuation: \$5,000.00	Last Inspection:	
Zone: RA, RA Residential Agricultural	Basement: No	Building Occupancy: Storage	Assigned To: Paulette Harmon	
Additional Info:	Existing Utilities: Private Sewer System, Public Water			
Construction Type: V-A				
Corner Lot: No				
Description: 20'X25' ACCESSORY BUILDING PLAN CASE WAS APPROVED PLAN CASE # PRES-10-18-10526				

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

BRES-000612-2019 Status: Issued Application Date: 01/15/2019 Zone: R-12 R-12 Residential Mixed Additional Info: Construction Type: V-A Lot Number: 115 Subdivision: Description: NEW SFD	Type: Building (Residential) Workclass: New Issue Date: 01/24/2019 Sq Ft: 2,671 Basement: No Corner Lot: No Acres: 0.42	District: Sanford Project: Expiration: 08/10/2019 Valuation: \$122,543.00 Number of Stories: 2 Power Supplier: Duke Energy (800) 452-2777	Main Address: Parcel: 9643-44-3848-00 Last Inspection: 02/11/2019 Assigned To: Chyna Kitt Building Occupancy: Residential Proposed Utilities: Public Sewer, Public Water	1006 Archer Ln. Sanford, NC 27330 Final Date: Assigned To: Chyna Kitt
BRES-000630-2019 Status: Issued Application Date: 01/16/2019 Zone: R-6 R-6 Additional Info: Construction Type: V-A Lot Number: 6 & 7, BLK 2 Historic District: ROSEMONT-MCKIVER Description: REPAIR AND MAINTENANCE OF PORCH DAMAGE	Type: Building (Residential) Workclass: Renovations Issue Date: 01/24/2019 Sq Ft: 0 Basement: No Corner Lot: No Subdivision: ROSEMONT	District: Sanford Project: Expiration: 07/23/2019 Valuation: \$1,000.00 Number of Stories: 2 Power Supplier: Duke Energy (800) 452-2777 Acres: 0.53	Main Address: Parcel: 9643-50-2350-00 Last Inspection: Assigned To: Paulette Harmon Number of Bathrooms: 1.5 Existing Utilities: , Public Sewer, Public Water Fire Plan Review Required: No	220 N Gulf St Sanford, NC 27330 Final Date: Assigned To: Paulette Harmon
APPROVED BY LIZ WHITMORE , PLANNER FOR HISTORIC DISTRICT ON 1/16/19.				
BRES-000638-2019 Status: Issued Application Date: 01/16/2019 Zone: R-12 R-12 Residential Mixed Additional Info: Construction Type: V-A Power Supplier: Duke Energy (800) 452-2777 Acres: 0.528502 Description: FIRE DAMAGE NO EXPANSION OF FOOTPRINT INTERIOR AND EXTERIOR RENOVATION	Type: Building (Residential) Workclass: Renovations Issue Date: 01/28/2019 Sq Ft: 0 Basement: No Existing Utilities: , Public Sewer, Public Water	District: Sanford Project: Expiration: 08/04/2019 Valuation: \$36,000.00 Number of Stories: 1 Fire Plan Review Required: No	Main Address: Parcel: 9643-52-2315-00 Last Inspection: 02/06/2019 Building Occupancy: Residential Historic District: HAWKINS	606 N Steele St Sanford, NC 27330 Final Date: Assigned To: Paulette Harmon Corner Lot: No Subdivision:
BRES-000640-2019 Status: Issued Application Date: 01/16/2019 Zone: Additional Info: Construction Type: V-A Corner Lot: No Subdivision: CAROLINA TRACE Description: 22'X15' GARAGE ADDITION	Type: Building (Residential) Workclass: Addition Issue Date: 01/28/2019 Sq Ft: 0 Basement: No Power Supplier: Duke Energy (800) 452-2777 Acres: 0.159138	District: Lee County (Unincorporated) Project: Expiration: 08/13/2019 Valuation: \$15,000.00 Building Occupancy: Residential Existing Utilities: , Public Sewer, Public Water	Main Address: Parcel: 9660-80-8618-00 Last Inspection: 02/14/2019 Unheated Square Footage: 330 Fire Plan Review Required: No	861 Eagles Nest Dr Sanford, NC 27332 Final Date: Assigned To: Paulette Harmon Lot Number: 861 Flood Zone: AE

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

BRES-000645-2019 Status: Issued Application Date: 01/17/2019 Zone: R-14 R-14 Residential Single-Family Additional Info: Construction Type: V-A Lot Number: 8 FEMA Map Number: 3710963300J Description: NEW SFD	Type: Building (Residential) Workclass: New Issue Date: 01/28/2019 Sq Ft: 2,740 Basement: No Corner Lot: No Flood Zone: AE	District: Sanford Project: Expiration: 08/06/2019 Valuation: \$150,000.00 Number of Stories: 1.5 Power Supplier: Subdivision: WILLOW BROOKE	Main Address: Parcel: 9633-01-8080-00 Last Inspection: 02/07/2019 Number of Bathrooms: 2.5 Fire Plan Review Required: No Watershed: DEEP RIVER / LEE COUNTY	2518 Creek Trl Sanford, NC 27330 Final Date: Assigned To: Chyna Kitt Building Occupancy: Residential Proposed Utilities: Public Sewer, Public Water Acres: 0.813929
BRES-000648-2019 Status: Issued Application Date: 01/17/2019 Zone: RA RA Residential Agricultural Additional Info: Construction Type: V-A Lot Number: 7 Subdivision: Description: NEW SFD	Type: Building (Residential) Workclass: New Issue Date: 01/28/2019 Sq Ft: 3,362 Basement: No Corner Lot: No Watershed: CAPE FEAR / LEE COUNTY	District: Lee County (Unincorporated) Project: Expiration: 08/10/2019 Valuation: \$290,000.00 Number of Stories: 2 Power Supplier: Duke Energy (\$00) 452-2777 Acres: 0.98	Main Address: Parcel: 9666-29-7108-00 Last Inspection: 02/11/2019 Number of Bathrooms: 3.5 Fire Plan Review Required: No Power Co.: DUKE	113 Crosby Ln Sanford, NC 27330 Final Date: Assigned To: Chyna Kitt Building Occupancy: Residential Proposed Utilities: Private Sewer System, Public Water
BRES-000649-2019 Status: Issued Application Date: 01/17/2019 Zone: RA RA Residential Agricultural Additional Info: Public Sewer: No Central EMC: No Well: No Description: 2018 28'X60' DOUBLE-WIDE SET-UP	Type: Building (Residential) Workclass: Manufactured Home Issue Date: 01/24/2019 Sq Ft: 0 Public Water: Yes Reactivated: No Acres: 3.4132	District: Lee County (Unincorporated) Project: Expiration: 08/10/2019 Valuation: \$0.00 Completed Manufactured Home Set Up Permit: No City/County Water: No Power Co.: DUKE	Main Address: Parcel: 9569-05-0502-00 Last Inspection: 02/11/2019 City/County Sewer: No Flood Zone: AE	93 Leons Way Sanford, NC 27332 Final Date: Assigned To: Chyna Kitt Duke Energy: No Septic Tank: Yes Subdivision: JUNIPER CREEK PLANTATION
BRES-000687-2019 Status: Complete Application Date: 01/23/2019 Zone: RA RA Residential Agricultural Additional Info: Construction Type: V-A Corner Lot: No Flood Zone: NO Description: 8'X32' DECK ADDITION TO REAR OF HOME	Type: Building (Residential) Workclass: Addition Issue Date: 01/25/2019 Sq Ft: 0 Basement: No Existing Utilities: Private Sewer System, Public Water Subdivision: PIONEER ESTATES	District: Lee County (Unincorporated) Project: Expiration: 08/06/2019 Valuation: \$0.00 Number of Stories: 0 Fire Plan Review Required: No Watershed: NO	Main Address: Parcel: 9548-68-4097-00 Last Inspection: 02/07/2019 Building Occupancy: Residential Historic District: NO Acres: 1.08143	74 Sandollar Ct Sanford, NC 27330 Final Date: 02/07/2019 Assigned To: Paulette Harmon Porch/Deck Square Footage: 256 FEMA Map Number: N/A

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

BRES-000696-2019
 Status: Issued
 Application Date: 01/24/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Public Sewer: No
 Central EMC: No
 Well: Yes
 Description: 2019 14'X66' SINGLE-WIDE SET UP

Type: Building (Residential)
 Workclass: Manufactured Home
 Issue Date: 01/24/2019
 Sq Ft: 0
 Public Water: No
 Reactivated: No
 Watershed: CAPE FEAR / LEE COUNTY

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/13/2019
 Valuation: \$0.00

Completed Manufactured Home Set Up
 Permit: No
 City/County Water: No
 Acres: 2.80061

Main Address:
 Parcel: 9663-51-2540-00
 Last Inspection: 02/14/2019
 Assigned To: Chyna Kitt

Duke Energy: Yes
 Septic Tank: Yes
 Subdivision: CAMPBELL, J BROWN

BRES-000697-2019
 Status: Issued
 Application Date: 01/24/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Construction Type: V-A
 Lot Number: 136
 Subdivision: MATTHEWS ADDITION
 Description: INTERIOR RENOVATION TO EXISTING SFD; (FIX ELEVATION IN (2) ROOMS, FLOORS, WALLS, CEILING REPAIR, PAINTING AND BATHROOM REPAIR)

Type: Building (Residential)
 Workclass: Renovations
 Issue Date: 01/25/2019
 Sq Ft: 0
 Basement: No
 Corner Lot: No
 Acres: 0.707322

District: Sanford
 Project:
 Expiration: 07/24/2019
 Valuation: \$10,000.00

Number of Stories: 1
 Power Supplier: Duke Energy (800) 452-2777

Main Address:
 Parcel: 9643-81-8036-00
 Last Inspection:

Building Occupancy: Residential
 Fire Plan Review Required: No

PERMITS ISSUED FOR BUILDING (RESIDENTIAL): 26

ELECTRICAL (NON-RESIDENTIAL)

ELEC-000547-2019
 Status: Issued
 Application Date: 01/07/2019
 Zone: NC NC Neighborhood Commercial
 Additional Info:
 Building Permit #: BLDG-000136-2018
 Standalone Electrical Permit: No
 Acres: 1.81629
 Description: AN 8'X8' ADDITION AND 16'X8' ADDITION TO EXISTING COMMERCIAL BUILDING WITH INTERIOR AND EXTERIOR RENOVATIONS

Type: Electrical (Non-Residential)
 Workclass: Addition
 Issue Date: 01/07/2019
 Sq Ft: 192
 Duke Energy: No
 Progress Energy: No
 Subdivision:

District: Sanford
 Project:
 Expiration: 07/06/2019
 Valuation: \$289,750.00

Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Total Amperage: 400

Main Address:
 Parcel: 9633-40-2235-00
 Last Inspection:

Assigned To: Paulette Harmon

Watershed: DEEP RIVER / LEE COUNTY

ELEC-000602-2019
 Status: Complete
 Application Date: 01/14/2019
 Zone: MF-12-C MF-12-C Multifamily Conditional
 Additional Info:
 Duke Energy: No
 Progress Energy: No

Type: Electrical (Non-Residential)
 Workclass: Miscellaneous
 Issue Date: 01/14/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Acres: 38.74

District: Sanford
 Project:
 Expiration: 07/14/2019
 Valuation: \$0.00

Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Standalone Electrical Permit: No

Main Address:
 Parcel: 9631-37-2073-00
 Last Inspection: 01/15/2019

Assigned To: Paulette Harmon

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Description: WIRING OF UTILITY PEDESTAL

ELEC-000620-2019
 Status: Issued
 Application Date: 01/15/2019
 Zone: LJ LI Light Industrial
 Additional Info:
 Duke Energy: Yes
 Progress Energy: No
 Subdivision:
 Description: 200 AMPS INSTALL (GENERATOR) CELL TOWER SITE

Type: Electrical (Non-Residential)
 Workclass: Miscellaneous
 Issue Date: 01/15/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps:
 No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Total Amperage: 200
 Acres: 1.24

Main Address:
 Parcel: 9642-89-1841-00
 Last Inspection:
 Assigned To:
 Standalone Electrical Permit: Yes
 Flood Zone: SHADED X, AE

ELEC-000635-2019
 Status: Issued
 Application Date: 01/16/2019
 Zone: C-2 C-2 General Commercial
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: CONVENIENCE STORE WITH CANOPY AND GAS PUMPS (SOBE MART)

Type: Electrical (Non-Residential)
 Workclass: Miscellaneous
 Issue Date: 01/16/2019
 Sq Ft: 1,152
 Service Change Out: Up to 100 Amps:
 No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Acres: 0.52
 Subdivision:

Main Address:
 Parcel: 9643-64-4015-00
 Last Inspection: 01/17/2019
 Assigned To: Paulette Harmon
 Standalone Electrical Permit: No

ELEC-000644-2019
 Status: Issued
 Application Date: 01/17/2019
 Zone: LJ LI Light Industrial
 Additional Info:
 Duke Energy: Yes
 Progress Energy: No
 Flood Zone: AEFW, SHADED X, AE
 Description: 150 AMPS INSTALL WITH (1) SUBPANEL

Type: Electrical (Non-Residential)
 Workclass: Alteration
 Issue Date: 01/17/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps:
 No
 Central Electric (EMC): No
 Subdivision: INDUSTRIAL PARK
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Total Amperage: 150
 Number of Sub-panels: 1
 Acres: 8.54964

Main Address:
 Parcel: 9645-56-0541-00
 Last Inspection: 02/15/2019
 Assigned To:
 Standalone Electrical Permit: Yes

ELEC-000647-2019
 Status: Issued
 Application Date: 01/17/2019
 Zone: CBD CBD Central Business
 Additional Info:
 Duke Energy: Yes
 Progress Energy: No
 Description: WIRING RANGE RECEPTACLE

Type: Electrical (Non-Residential)
 Workclass: Miscellaneous
 Issue Date: 01/17/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps:
 No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Acres: 1.18
 Subdivision:

Main Address:
 Parcel: 9652-50-1907-00
 Last Inspection: 01/22/2019
 Assigned To:
 Standalone Electrical Permit: Yes

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

ELEC-000666-2019
 Status: Issued
 Application Date: 01/22/2019
 Zone: HI-CU HI-CU
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Flood Zone: AE
 Description: ADDING 2000 AMPS FOR HOOK UP OF OIL PUMP, CONVEYORS, FEEDER ETC. SCOPE OF WORK WITHIN DOCUMENT ATTACHMENTS.

Type: Electrical (Non-Residential)
 Workclass: Alteration
 Issue Date: 01/22/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps:
 No
 Central Electric (EMC): No
 Subdivision:
 District: Lee County (Unincorporated)
 Project:
 Expiration: 07/21/2019
 Valuation: \$0.00
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Total Amperage: 2000
 Watershed: CAPE FEAR / LEE COUNTY
 Main Address:
 Parcel: 9668-90-1067-00
 Last Inspection:
 Assigned To:
 Standalone Electrical Permit: No
 Acres: 261.15

ELEC-000669-2019
 Status: Complete
 Application Date: 01/22/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: SERVICE CHANGE FOR EXISTING WINDSTREAM PEDESTAL

Type: Electrical (Non-Residential)
 Workclass: Service Change
 Issue Date: 01/23/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps:
 Yes
 Central Electric (EMC): No
 Subdivision:
 District: Sanford
 Project:
 Expiration: 08/07/2019
 Valuation: \$0.00
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Acres: 0.295612
 Power Co.: DUKE
 Main Address:
 Parcel: 9644-61-9108-00
 Last Inspection: 02/08/2019
 Assigned To:
 Standalone Electrical Permit: Yes
 Subdivision: FAIRWAY WOODS

ELEC-000670-2019
 Status: Complete
 Application Date: 01/22/2019
 Zone: RR RR
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Subdivision: WESTBROOKE
 Description: 100 AMP SERVICE CHANGE FOR EXISTING WINDSTREAM PEDESTAL

Type: Electrical (Non-Residential)
 Workclass: Service Change
 Issue Date: 01/23/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps:
 Yes
 Central Electric (EMC): No
 Subdivision:
 District: Lee County (Unincorporated)
 Project:
 Expiration: 08/07/2019
 Valuation: \$0.00
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Total Amperage: 100
 Acres: 2.00956
 Power Co.: DUKE
 Main Address:
 Parcel: 9622-54-6881-00
 Last Inspection: 02/08/2019
 Assigned To:
 Standalone Electrical Permit: No

ELEC-000675-2019
 Status: Complete
 Application Date: 01/22/2019
 Zone: HC HC Highway Commercial ct
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: 100 AMP SERVICE CHANGE FOR WINDSTREAM PEDESTAL

Type: Electrical (Non-Residential)
 Workclass: Service Change
 Issue Date: 01/23/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps:
 Yes
 Central Electric (EMC): No
 Subdivision:
 District: Lee County (Unincorporated)
 Project:
 Expiration: 08/07/2019
 Valuation: \$0.00
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Total Amperage: 0
 Acres: 1.98347
 Power Co.: DUKE
 Main Address:
 Parcel: 9630-28-8881-00
 Last Inspection: 02/08/2019
 Assigned To:
 Standalone Electrical Permit: No
 Subdivision:

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

ELEC-000681-2019 Status: Issued Application Date: 01/23/2019 Zone: RR RR Additional Info: Duke Energy: No Progress Energy: No Acres: 0.470009 Description: 200 AMPS/ 1 SPECIAL OUTLET AND 1 SUBPANEL INSTALL FOR SEWAGE STATION INSTALL	Type: Electrical (Non-Residential) Workclass: New Construction Issue Date: 01/23/2019 Sq Ft: 0 Service Change Out: Up to 100 Amps: No Central Electric (EMC): No Subdivision: WHISPERING PINES	District: Lee County (Unincorporated) Project: Expiration: 07/22/2019 Valuation: \$0.00 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No Total Amperage: 200	Main Address: Parcel: 9630-47-0654-00 Last Inspection: Finaled Date: Assigned To: Standalone Electrical Permit: Yes Number of Sub-panels: 1	3704 Hawkins Ave Sanford, NC 27330 Finaled Date: Assigned To: Standalone Electrical Permit: Yes Number of Sub-panels: 1
ELEC-000705-2019 Status: Issued Application Date: 01/25/2019 Zone: LI LI Light Industrial Additional Info: Duke Energy: No Progress Energy: No Description: WIRING PAINT BOOTH	Type: Electrical (Non-Residential) Workclass: Miscellaneous Issue Date: 01/25/2019 Sq Ft: 0 Service Change Out: Up to 100 Amps: No Central Electric (EMC): No	District: Sanford Project: Expiration: 07/24/2019 Valuation: \$0.00 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No Acres: 10.3206	Main Address: Parcel: 9634-45-2199-00 Last Inspection: Finaled Date: Assigned To: Standalone Electrical Permit: Yes Subdivision:	2000 Boone Trail Rd Sanford, NC 27330 Finaled Date: Assigned To: Standalone Electrical Permit: Yes Subdivision:
ELEC-000714-2019 Status: Issued Application Date: 01/29/2019 Zone: C-2 C-2 General Commercial Additional Info: Building Permit #: 0532 Standalone Electrical Permit: No Description: INSTALLING (2) 20 AMP CIRCUITS W/ (2) OUTLETS	Type: Electrical (Non-Residential) Workclass: Sign Issue Date: 01/30/2019 Sq Ft: 0 Duke Energy: No Progress Energy: No	District: Sanford Project: Expiration: 07/31/2019 Valuation: \$0.00 Service Change Out: Up to 100 Amps: No Central Electric (EMC): No Acres: 1.9495	Main Address: Parcel: 9631-55-4981-00 Last Inspection: 02/01/2019 Finaled Date: Assigned To: Standalone Electrical Permit: No Subdivision:	1909 Pendergrass Rd Sanford, NC 27330 Finaled Date: Assigned To: Standalone Electrical Permit: No Subdivision:
ELEC-000715-2019 Status: Issued Application Date: 01/29/2019 Zone: C-2 C-2 General Commercial Additional Info: Building Permit #: 0536 Standalone Electrical Permit: No Description: INSTALLING (2) 20 AMP CIRCUITS W/ (2) OUTLETS	Type: Electrical (Non-Residential) Workclass: Sign Issue Date: 01/30/2019 Sq Ft: 0 Duke Energy: No Progress Energy: No	District: Sanford Project: Expiration: 08/03/2019 Valuation: \$0.00 Service Change Out: Up to 100 Amps: No Central Electric (EMC): No Acres: 0.47	Main Address: Parcel: 9652-62-5091-00 Last Inspection: 02/04/2019 Finaled Date: Assigned To: Standalone Electrical Permit: No Subdivision:	2502 S Horner Blvd Sanford, NC 27332 Finaled Date: Assigned To: Standalone Electrical Permit: No Subdivision:
ELEC-000716-2019 Status: Issued Application Date: 01/29/2019 Zone: HC HC Highway Commercial ct Additional Info: Building Permit #: 0533	Type: Electrical (Non-Residential) Workclass: Sign Issue Date: 01/30/2019 Sq Ft: 0 Duke Energy: No	District: Sanford Project: Expiration: 07/30/2019 Valuation: \$0.00 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No Central Electric (EMC): No	Main Address: Parcel: 9643-02-7273-00 Last Inspection: 01/31/2019 Finaled Date: Assigned To:	1001 Spring Ln Sanford, NC 27330 Finaled Date: Assigned To:

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Service Change Out: Up to 100 Amps: Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No Standalone Electrical Permit: No Progress Energy: No
 No
 Central Electric (EMC): No Subdivision:
 Description: INSTALLING (2) 20 AMP CIRCUITS W/ (2) OUTLETS

PERMITS ISSUED FOR ELECTRICAL (NON-RESIDENTIAL): 15

ELECTRICAL (RESIDENTIAL)

ELER-000491-2018
 Status: Issued
 Application Date: 12/27/2018
 Zone: RA RA Residential Agricultural
 Additional Info:
 Building Permit #: 0464
 Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 01/02/2019
 Sq Ft: 2,670
 Duke Energy: No
 Progress Energy: No
 Standalone Electrical Permit: No
 District: Lee County (Unincorporated)
 Project:
 Expiration: 07/01/2019
 Valuation: \$203,329.00
 Service Change Out: Up to 100 Amps:
 No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Total Amperage: 200
 Watershed: CAPE FEAR / LEE COUNTY
 Main Address:
 Parcel: 9666-55-0389-00
 Last Inspection:
 Finaled Date:
 Assigned To: Chyna Kitt
 Acres: 1.76
 Subdivision: COPPER RIDGE EAST
 Description: WIRING NEW SFD (200 AMPS)

ELER-000492-2018
 Status: Issued
 Application Date: 12/27/2018
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Building Permit #: 0459
 Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 01/02/2019
 Sq Ft: 2,858
 Duke Energy: No
 Progress Energy: No
 Standalone Electrical Permit: No
 District: Sanford
 Project:
 Expiration: 07/01/2019
 Valuation: \$122,543.00
 Service Change Out: Up to 100 Amps:
 No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Total Amperage: 200
 Acres: 0.27
 Main Address:
 Parcel: 9643-44-2973-00
 Last Inspection:
 Finaled Date:
 Assigned To:
 Description: WIRING NEW SFD (200 AMPS)

ELER-000493-2018
 Status: Issued
 Application Date: 12/27/2018
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Building Permit #: 0465
 Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 01/02/2019
 Sq Ft: 3,114
 Duke Energy: No
 Progress Energy: No
 Standalone Electrical Permit: No
 District: Sanford
 Project:
 Expiration: 07/01/2019
 Valuation: \$122,543.00
 Service Change Out: Up to 100 Amps:
 No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Total Amperage: 200
 Acres: 0.3
 Main Address:
 Parcel: 9643-45-0146-00
 Last Inspection:
 Finaled Date:
 Assigned To:
 Description: WIRING NEW SFD (200 AMPS)

ELER-000514-2019
 Status: Issued
 Application Date: 01/02/2019
 Zone: RR RR
 Additional Info:
 Type: Electrical (Residential)
 Workclass: Miscellaneous
 Issue Date: 01/02/2019
 Sq Ft: 360
 District: Lee County (Unincorporated)
 Project:
 Expiration: 07/08/2019
 Valuation: \$36,000.00
 Main Address:
 Parcel: 9529-80-3763-00
 Last Inspection: 01/09/2019
 Finaled Date:
 Assigned To: Paulette Harmon

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Duke Energy: No
 Progress Energy: No
 Subdivision:
 Description: 20'X18' SCREENED IN PORCH ADDITION

Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Watershed: LITTLE RIVER / LEE COUNTY
 Acres: 4.60954
 Standalone Electrical Permit: No
 Power Co.: CEMC

Type: Electrical (Residential)
 Workclass: Miscellaneous
 Issue Date: 01/02/2019
 Sq Ft: 0
 District: Sanford
 Project:
 Expiration: 07/01/2019
 Valuation: \$0.00
 Main Address:
 Parcel: 9633-26-5403-00
 Last Inspection:
 Assigned To: Chyna Kitt
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Standalone Electrical Permit: Yes
 Description: GENERATOR & ATS INSTALL

ELER-000529-2019
 Status: Issued
 Application Date: 01/03/2019
 Zone: R-20 R-20
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: OUTLETS/FIXTURES, WIRING OF HP'S

Type: Electrical (Residential)
 Workclass: Miscellaneous
 Issue Date: 01/03/2019
 Sq Ft: 0
 District: Sanford ETJ
 Project:
 Expiration: 08/11/2019
 Valuation: \$0.00
 Main Address:
 Parcel: 9652-89-7352-00
 Last Inspection: 02/12/2019
 Assigned To: Paulette Harmon
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Standalone Electrical Permit: No
 Progress Energy: No
 Watershed: CAPE FEAR / LEE COUNTY
 Acres: 0.732398
 Subdivision: CLEARWATER FOREST

ELER-000540-2019
 Status: Issued
 Application Date: 01/04/2019
 Zone: RR RR
 Additional Info:
 Duke Energy: Yes
 Standalone Electrical Permit: No
 Subdivision:
 Description: WIRING OF ADDITION

Type: Electrical (Residential)
 Workclass: Addition
 Issue Date: 01/04/2019
 Sq Ft: 0
 District: Lee County (Unincorporated)
 Project:
 Expiration: 07/15/2019
 Valuation: \$0.00
 Main Address:
 Parcel: 9549-24-0378-00
 Last Inspection: 01/16/2019
 Assigned To: Chyna Kitt
 Service Change Out: Up to 100 Amps: No
 Progress Energy: No
 Service Change Out: 125 to 200 Amps: Number of Room Additions: 1
 Central Electric (EMC): No
 Acres: 1.04
 Electrical - Fire Alarm: No
 Flood Zone: AE

ELER-000543-2019
 Status: Complete
 Application Date: 01/07/2019
 Zone: R-6 R-6
 Additional Info:
 Duke Energy: Yes
 Progress Energy: No
 Description: WIRING OF ADDITION

Type: Electrical (Residential)
 Workclass: Miscellaneous
 Issue Date: 01/07/2019
 Sq Ft: 0
 District: Sanford
 Project:
 Expiration: 07/06/2019
 Valuation: \$0.00
 Main Address:
 Parcel: 9652-16-1804-00
 Last Inspection: 01/07/2019
 Assigned To: Chyna Kitt
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Acres: 0.251401
 Subdivision: MONROE ADDITION
 Standalone Electrical Permit: Yes

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Description: METERBASE REPAIR

ELER-000545-2019
 Status: Complete
 Application Date: 01/07/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: 20KW GENERATOR

Type: Electrical (Residential)
 Workclass: Miscellaneous
 Issue Date: 01/07/2019
 Sq Ft: 0

District: Lee County (Unincorporated)
 Project:
 Expiration: 07/08/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9676-32-8492-00
 Last Inspection: 01/09/2019

169 Cleus Hall Rd
 Sanford, NC 27330
 Finaled Date: 01/09/2019
 Assigned To: Paulette Harmon

Service Change Out: Up to 100 Amps: No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Central Electric (EMC): No
 Watershed: CAPE FEAR / LEE COUNTY

Acres: 5.29531

Standalone Electrical Permit: Yes
 Subdivision:

ELER-000555-2019
 Status: Issued
 Application Date: 01/08/2019
 Zone: R-14 R-14 Residential
 Single-Family
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: 200 AMPS SERVICE CHANGE

Type: Electrical (Residential)
 Workclass: Service Change
 Issue Date: 01/08/2019
 Sq Ft: 0

District: Sanford
 Project:
 Expiration: 07/07/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9633-03-2694-00
 Last Inspection:

2628 Buckingham Dr
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Chyna Kitt

Service Change Out: Up to 100 Amps: No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Central Electric (EMC): No
 Watershed: DEEP RIVER / LEE COUNTY

Acres: 0.567815

Standalone Electrical Permit: No
 Subdivision: WESTLAKE DOWNS

ELER-000557-2019
 Status: Issued
 Application Date: 01/08/2019
 Zone: RR RR
 Additional Info:
 Duke Energy: Yes
 Progress Energy: No
 Description: INSTALLING A 22KW GENERATOR, 200 AMP SE SERVICE CHANGE

Type: Electrical (Residential)
 Workclass: Service Change
 Issue Date: 01/08/2019
 Sq Ft: 0

District: Lee County (Unincorporated)
 Project:
 Expiration: 07/07/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9623-96-5880-00
 Last Inspection:

421 Reynwood Vista Ln
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Chyna Kitt

Service Change Out: Up to 100 Amps: No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Central Electric (EMC): No
 Watershed: DEEP RIVER / LEE COUNTY

Acres: 10.4697

Standalone Electrical Permit: No
 Subdivision: REYNWOOD

ELER-000566-2019
 Status: Issued
 Application Date: 01/09/2019
 Zone: CZ CZ
 Additional Info:
 Building Permit #: BRES-000112-2018
 Standalone Electrical Permit: No
 Subdivision:

Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 01/09/2019
 Sq Ft: 3,390

District: Sanford
 Project:
 Expiration: 07/08/2019
 Valuation: \$233,305.00

Main Address:
 Parcel: 9642-19-9071-00
 Last Inspection:

128 Rosemont Ln
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Paulette Harmon

Service Change Out: Up to 100 Amps: No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Central Electric (EMC): No
 Total Amperage: 200

Acres: 0.26

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Description: NEW SFD
 TRANSFERRED FROM DESKTOP ON 11/05/2018
 PERMIT# RES-10-18-32515
 PLAN CASE# PRES-10-18-10489

ELER-000575-2019
Status: Complete
Application Date: 01/09/2019
Zone: R-14 R-14 Residential
Single-Family
Additional Info:
Duke Energy: No
Progress Energy: No
Description: WIRING OF GENERATOR

Type: Electrical (Residential)
Workclass: Miscellaneous
Issue Date: 01/09/2019
Sq Ft: 0

District: Sanford
Project:
Expiration: 07/10/2019
Valuation: \$0.00

Main Address:
 2608 Bristol Way
 Sanford, NC 27330
Final Date: 01/11/2019
Assigned To: Paulette Harmon

Service Change Out: Up to 100 Amps: No
Central Electric (EMC): No
Watershed: DEEP RIVER / LEE COUNTY
Acres: 0.345091
Standalone Electrical Permit: No
Subdivision: BROWNSTONE

ELER-000577-2019
Status: Issued
Application Date: 01/09/2019
Zone: RA RA Residential Agricultural
Additional Info:
Duke Energy: No
Progress Energy: No
Description: 22KW GENERATOR INSTALL WITH 200 AMP TRANSFER SWITCH SERVICE CHANGE

Type: Electrical (Residential)
Workclass: Service Change
Issue Date: 01/09/2019
Sq Ft: 0

District: Lee County (Unincorporated)
Project:
Expiration: 07/09/2019
Valuation: \$0.00

Main Address:
 148 Big Rock Ln
 Sanford, NC 27330
Final Date:
Assigned To: Paulette Harmon

Service Change Out: Up to 100 Amps: No
Central Electric (EMC): No
Total Amperage: 200
Acres: 2.4
Standalone Electrical Permit: No
Subdivision:

ELER-000586-2019
Status: Complete
Application Date: 01/10/2019
Zone: RR RR
Additional Info:
Duke Energy: No
Progress Energy: No
Description: REPLACING WIRING FOR EXISTING POOL AND 1 DEDICATED CIRCUIT FOR ELECTRIC FENCE AND DECK RECEPTACLE

Type: Electrical (Residential)
Workclass: Pool
Issue Date: 01/10/2019
Sq Ft: 0

District: Lee County (Unincorporated)
Project:
Expiration: 07/10/2019
Valuation: \$0.00

Main Address:
 1202 Cotten Rd
 Sanford, NC 27330
Final Date: 01/11/2019
Assigned To: Paulette Harmon

Service Change Out: Up to 100 Amps: No
Central Electric (EMC): No
Acres: 1.48108
Subdivision: STONEYBROOK
Standalone Electrical Permit: No

ELER-000587-2019
Status: Issued
Application Date: 01/10/2019
Zone: R-12 R-12 Residential Mixed
Additional Info:
Building Permit #: 0542
Standalone Electrical Permit: No
Subdivision:
Description: WIRING OF NEW SFD (200 AMPS)

Type: Electrical (Residential)
Workclass: New Construction
Issue Date: 01/15/2019
Sq Ft: 2,858

District: Sanford
Project:
Expiration: 07/14/2019
Valuation: \$122,543.00

Main Address:
 1008 Archer Ln
 Sanford, NC 27330
Final Date:
Assigned To: Chyna Kitt

Service Change Out: Up to 100 Amps: No
Central Electric (EMC): No
Total Amperage: 200
Acres: 0.42
Standalone Electrical Permit: No
Fire Alarm: No

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

ELER-000568-2019 Status: Issued Application Date: 01/10/2019 Zone: RA RA Residential Agricultural Additional Info: Building Permit #: 0539	Type: Electrical (Residential) Workclass: New Construction Issue Date: 01/15/2019 Sq Ft: 3,091 Duke Energy: Yes Progress Energy: No Subdivision: COPPER RIDGE EAST	District: Lee County (Unincorporated) Project: Expiration: 07/14/2019 Valuation: \$203,329.00 Service Change Out: Up to 100 Amps: No Central Electric (EMC): No	Main Address: Parcel: 9666-56-1510-00 Last Inspection: Assigned To: Chyna Kitt	162 Rod Sullivan Rd Sanford, NC 27330 Final Date: Assigned To: Chyna Kitt
Standalone Electrical Permit: No Acres: 2.33 Description: WIRING OF NEW SFD (200 AMPS)		Service Change Out: 125 to 200 Amps: No Total Amperage: 200 Watershed: CAPE FEAR / LEE COUNTY		
ELER-000599-2019 Status: Issued Application Date: 01/11/2019 Zone: RA/MH RA/MH Additional Info: Building Permit #: 0312	Type: Electrical (Residential) Workclass: Manufactured Home Issue Date: 01/11/2019 Sq Ft: 0 Duke Energy: No Standalone Electrical Permit: No	District: Lee County (Unincorporated) Project: Expiration: 08/13/2019 Valuation: \$0.00 Service Change Out: Up to 100 Amps: No Progress Energy: No	Main Address: Parcel: 9641-63-7993-00 Last Inspection: 02/14/2019 Assigned To:	380 Beulah Brown Rd Sanford, NC 27332 Final Date: Assigned To:
Electrical - Fire Alarm: No Subdivision: Description: WIRING OF DOUBLE WIDE		Service Change Out: 125 to 200 Amps: No Central Electric (EMC): No		Manufactured Home Subclass: Double-Wide Acres: 1.53
ELER-000600-2019 Status: Issued Application Date: 01/11/2019 Zone: RA RA Residential Agricultural Additional Info: Building Permit #: 0119	Type: Electrical (Residential) Workclass: Modular Issue Date: 01/11/2019 Sq Ft: 4,517 Duke Energy: No Standalone Electrical Permit: No Subdivision: PIONEER ESTATES	District: Lee County (Unincorporated) Project: Expiration: 08/06/2019 Valuation: \$275,560.00 Service Change Out: Up to 100 Amps: No Progress Energy: No	Main Address: Parcel: 9548-68-4097-00 Last Inspection: 02/07/2019 Assigned To:	74 Sandollar Ct Sanford, NC 27332 Final Date: Assigned To:
Electrical - Fire Alarm: No Power Co.: DUKE Description: WIRING OF NEW MODULAR HOME TRANSFERRED FROM DESKTOP ON 11/05/2018 PLAN CASE# PRES-3-18-10311 PERMIT# RES-10-18-32558		Service Change Out: 125 to 200 Amps: No Central Electric (EMC): No		Number of Modular Homes: 1 Acres: 1.08143
ELER-000601-2019 Status: Complete Application Date: 01/14/2019 Zone: R-20 R-20 Additional Info: Duke Energy: No Progress Energy: No Description: POWER RESTORATION	Type: Electrical (Residential) Workclass: Power Restoration Issue Date: 01/14/2019 Sq Ft: 0 Service Change Out: Up to 100 Amps: No Central Electric (EMC): No	District: Sanford Project: Expiration: 07/15/2019 Valuation: \$0.00 Service Change Out: 125 to 200 Amps: No Acres: 1.27213	Main Address: Parcel: 9661-99-1811-00 Last Inspection: 01/16/2019 Subdivision:	5 Country Squire Rd Sanford, NC 27332 Final Date: 01/16/2019 Assigned To: Paulette Harmon Standalone Electrical Permit: Yes

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

ELER-000604-2019	Type: Electrical (Residential) Workclass: Miscellaneous Issue Date: 01/14/2019 Sq Ft: 0	District: Sanford Project: Expiration: 07/17/2019 Valuation: \$0.00	Main Address: 102 E Raleigh St Sanford, NC 27332 Final Date: 01/18/2019 Assigned To:
Additional Info:	Service Change Out: Up to 100 Amps: No Central Electric (EMC): No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes
Duke Energy: Yes	Description: METER BOX REPAIR FOR BURNT FUSE; DUKE ENERGY CUT POWER		
Progress Energy: No			
ELER-000606-2019	Type: Electrical (Residential) Workclass: Alteration Issue Date: 01/14/2019 Sq Ft: 0	District: Sanford ETJ Project: Expiration: 08/13/2019 Valuation: \$0.00	Main Address: 3805 Carson Dr Sanford, NC 27332 Final Date: Assigned To:
Additional Info:	Service Change Out: Up to 100 Amps: No Central Electric (EMC): No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No	Standalone Electrical Permit: No
Duke Energy: No	Description: MAKE REPAIRS TO WIRES THAT WERE DAMAGED IN FIRE	Acres: 0.703838	Subdivision: ST ANDREWS
Progress Energy: No			
ELER-000607-2019	Type: Electrical (Residential) Workclass: Service Change Issue Date: 01/14/2019 Sq Ft: 0	District: Sanford Project: Expiration: 07/13/2019 Valuation: \$0.00	Main Address: 1205 Red Oak Dr Sanford, NC 27330 Final Date: Assigned To:
Additional Info:	Service Change Out: Up to 100 Amps: No Central Electric (EMC): No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes
Duke Energy: No	Description: INSTALLING A 22KW GENERATOR, 200 AMP SE SERVICE CHANGE	Yes	
Progress Energy: No			
ELER-000609-2019	Type: Electrical (Residential) Workclass: Service Change Issue Date: 01/14/2019 Sq Ft: 0	District: Sanford Project: Expiration: 07/13/2019 Valuation: \$0.00	Main Address: 1721 Watts St Sanford, NC 27332 Final Date: Assigned To:
Additional Info:	Service Change Out: Up to 100 Amps: No Central Electric (EMC): No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes
Duke Energy: Yes	Description: INSTALLING A 22KW GENERATOR, 200 AMP SE SERVICE CHANGE	Yes	Subdivision: CARR CREEK
Progress Energy: No		Acres: 0.428434	
ELER-000610-2019	Type: Electrical (Residential) Workclass: New Construction Issue Date: 01/14/2019 Sq Ft: 3,516	District: Lee County (Unincorporated) Project: Expiration: 08/07/2019 Valuation: \$275,000.00	Main Address: 518 Christmas Ln Sanford, NC 27332 Final Date: Assigned To:
Additional Info:	Duke Energy: Yes	Service Change Out: Up to 100 Amps: No Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No	
Building Permit #: 0129			

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Standalone Electrical Permit: No	Progress Energy: No	Central Electric (EMC): No	Total Amperage: 200	Watershed: LITTLE RIVER / LEE COUNTY
Acres: 11.0049	Flood Zone: AE	Subdivision:		
Description: WIRING OF NEW SFD (200 AMPS)				
OLD DESKTOP PERMIT #: 32341				
ELER-000611-2019	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address:	1026 Sanders Rd
Status: Issued	Workclass: Service Change	Project:	Parcel: 9539-81-7898-00	Sanford, NC 27332
Application Date: 01/14/2019	Issue Date: 01/14/2019	Expiration: 08/10/2019	Last Inspection: 02/11/2019	Final Date:
Zone: RA RA Residential Agricultural	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Duke Energy: Yes	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: Yes	Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes
Progress Energy: No	Central Electric (EMC): No			
Description: INSTALLING A 22KW GENERATOR, 200 AMP SE SERVICE CHANGE				
ELER-000618-2019	Type: Electrical (Residential)	District: Sanford	Main Address:	3601 Renee Dr
Status: Complete	Workclass: Repair	Project:	Parcel: 9661-67-4898-00	Sanford, NC 27332
Application Date: 01/15/2019	Issue Date: 01/15/2019	Expiration: 07/23/2019	Last Inspection: 01/24/2019	Final Date: 01/24/2019
Zone: R-20 R-20	Sq Ft: 0	Valuation: \$26,221.61		Assigned To:
Additional Info:				
Building Permit #: 042	Duke Energy: No	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: No	Electrical - Fire Alarm: No
Standalone Electrical Permit: No	Progress Energy: No	Central Electric (EMC): No	Number of Special Outlets: 1	Number of Sub-panels: 1
Acres: 0.446315	Subdivision: CARR CREEK			
Description: FIRE DAMAGE REPAIRS INCLUDING ELECTRICAL: REPAIRING FIRE DAMAGE AND REPLACING PANEL (1) SPECIAL OUTLET/ (1) SUBPANEL				
ELER-000639-2019	Type: Electrical (Residential)	District: Sanford	Main Address:	1626 Valley Rd
Status: Issued	Workclass: Miscellaneous	Project:	Parcel: 9634-02-0096-00	Sanford, NC 27330
Application Date: 01/16/2019	Issue Date: 01/16/2019	Expiration: 07/15/2019	Last Inspection:	Final Date:
Zone: R-20 R-20	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Duke Energy: No	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: No	Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes
Progress Energy: No	Central Electric (EMC): No	Acres: 3.02322	Subdivision:	
Description: 20KW GENERATOR & ATS INSTALL				
ELER-000641-2019	Type: Electrical (Residential)	District: Sanford ETJ	Main Address:	1717 Pendergrass Rd
Status: Complete	Workclass: Accessory Structure	Project:	Parcel: 9631-47-2126-00	Sanford, NC 27330
Application Date: 01/17/2019	Issue Date: 01/17/2019	Expiration: 07/23/2019	Last Inspection: 01/24/2019	Final Date: 01/24/2019
Zone:	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Duke Energy: Yes	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: No	Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes
Progress Energy: No	Central Electric (EMC): No			
Description: WIRING ACCESSORY BUILDING				

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

ELER-000653-2019	Type: Electrical (Residential) Workclass: Miscellaneous Issue Date: 01/18/2019 Sq Ft: 0 Zone: R-20 R-20 Additional Info: Duke Energy: No Progress Energy: No Description: 22KW GENERATOR	District: Sanford Project: Expiration: 07/30/2019 Valuation: \$0.00 Service Change Out: 125 to 200 Amps: No Acres: 0.394799 Central Electric (EMC): No	Main Address: 1004 Wentworth Ct Sanford, NC 27330 Parcel: 9633-78-4321-00 Last Inspection: 01/31/2019 Assigned To: Paulette Harmon Standalone Electrical Permit: No Subdivision:
ELER-000654-2019	Type: Electrical (Residential) Workclass: Miscellaneous Issue Date: 01/18/2019 Sq Ft: 0 Zone: RR RR Additional Info: Duke Energy: No Progress Energy: No Description: REPLACE SURGE PROTECTION	District: Lee County (Unincorporated) Project: Expiration: 07/24/2019 Valuation: \$0.00 Service Change Out: 125 to 200 Amps: No Acres: 0.735588 Central Electric (EMC): No	Main Address: 2009 Traceway North Sanford, NC 27332 Parcel: 9660-77-0292-00 Last Inspection: 01/25/2019 Assigned To: Paulette Harmon Standalone Electrical Permit: No Subdivision: CAROLINA TRACE
ELER-000658-2019	Type: Electrical (Residential) Workclass: Miscellaneous Issue Date: 01/22/2019 Sq Ft: 0 Zone: RA RA Residential Agricultural Additional Info: Duke Energy: No Progress Energy: No Description: WIRING OF GENERATOR	District: Lee County (Unincorporated) Project: Expiration: 07/21/2019 Valuation: \$0.00 Service Change Out: 125 to 200 Amps: No Acres: 1.01581 Central Electric (EMC): No	Main Address: 3615 Deep River Rd Sanford, NC 27330 Parcel: 9656-49-7604-00 Last Inspection: 02/07/2019 Assigned To: Paulette Harmon Standalone Electrical Permit: No Subdivision:
ELER-000676-2019	Type: Electrical (Residential) Workclass: Miscellaneous Issue Date: 01/23/2019 Sq Ft: 0 Zone: R-20 R-20 Additional Info: Duke Energy: No Progress Energy: No Description: GENERATOR AND ATS INSTALL PANEL CHANGE	District: Broadway Project: Expiration: 08/12/2019 Valuation: \$0.00 Service Change Out: 125 to 200 Amps: No Acres: 0.472925 Central Electric (EMC): No	Main Address: 200 Beale Dr Broadway, NC 27505 Parcel: 9681-59-6336-00 Last Inspection: Assigned To: Standalone Electrical Permit: No Subdivision:
ELER-000678-2019	Type: Electrical (Residential) Workclass: Manufactured Home Issue Date: 01/23/2019 Sq Ft: 0 Zone: RA RA Residential Agricultural Additional Info: Duke Energy: No	District: Lee County (Unincorporated) Project: Expiration: 07/30/2019 Valuation: \$0.00 Service Change Out: 125 to 200 Amps: No Acres: Central Electric (EMC): No	Main Address: 394 Peele Ln Sanford, NC 27332 Parcel: 9547-72-1571-00 Last Inspection: 01/31/2019 Assigned To: Electrical - Fire Alarm: No Double-Wide

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Standalone Electrical Permit: No	Progress Energy: No	Central Electric (EMC): No	Acres: 10.01	Power Co.: CEMC
Subdivision:				
Description: 2018 28X76' DOUBLE-WIDE MOBILE HOME				
ELER-000682-2019	Type: Electrical (Residential)	District: Sanford	Main Address:	124 Rosemont Ln
Status: Issued	Workclass: New Construction	Project:	Parcel: 9642-29-0027-00	Sanford, NC 27330
Application Date: 01/23/2019	Issue Date: 01/23/2019	Expiration: 07/22/2019	Last Inspection:	Final Date:
Zone: CZ CZ	Sq Ft: 3,390	Valuation: \$325,000.00	Assigned To:	
Additional Info:				
Building Permit #: 051	Duke Energy: Yes	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No	
Standalone Electrical Permit: No	Progress Energy: No	Central Electric (EMC): No	Total Amperage: 200	Acres: 0.25
Subdivision:				
Description: WIRING OF NEW SFD (200 AMPS) PLAN CASE # PRES-10-18-10490				
ELER-000684-2019	Type: Electrical (Residential)	District: Broadway ETJ	Main Address:	308 Woodland Trails Rd
Status: Complete	Workclass: Miscellaneous	Project:	Parcel: 9672-75-2500-00	Sanford, NC 27330
Application Date: 01/23/2019	Issue Date: 01/23/2019	Expiration: 07/22/2019	Last Inspection: 01/23/2019	Final Date: 01/23/2019
Zone: R-10/MH R-10/MH	Sq Ft: 0	Valuation: \$0.00	Assigned To:	
Additional Info:				
Duke Energy: Yes	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes	
Progress Energy: No	Central Electric (EMC): No	Acres: 0.741678	Subdivision:	
Description: REPAIR FOR BURNT METER SOCKET				
ELER-000688-2019	Type: Electrical (Residential)	District: Sanford	Main Address:	700 Tidewater Dr
Status: Issued	Workclass: New Construction	Project:	Parcel: 9644-62-7654-00	Sanford, NC 27330
Application Date: 01/24/2019	Issue Date: 01/24/2019	Expiration: 08/07/2019	Last Inspection: 02/08/2019	Final Date:
Zone: R-12 R-12 Residential Mixed	Sq Ft: 2,533	Valuation: \$171,060.00	Assigned To:	
Additional Info:				
Building Permit #: BRES-000220-2018	Duke Energy: No	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No	
Standalone Electrical Permit: No	Progress Energy: No	Central Electric (EMC): No	Total Amperage: 200	Acres: 0.355359
Subdivision: HAWKINS RUN				
Description: NEW SFD TRANSFERRED FROM DESKTOP 11/16/2018 PERMIT# RES-10-18-32537 PLAN CASE# PRES-10-18-10497				
ELER-000693-2019	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address:	1143 Bailey Thomas Rd
Status: Issued	Workclass: Service Change	Project:	Parcel: 9558-97-5847-00	Sanford, NC 27332
Application Date: 01/24/2019	Issue Date: 01/24/2019	Expiration: 07/29/2019	Last Inspection: 01/30/2019	Final Date:
Zone: RA RA Residential Agricultural	Sq Ft: 0	Valuation: \$0.00	Assigned To:	
Additional Info:				
Duke Energy: No	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes	
Progress Energy: No	Central Electric (EMC): No	Acres: 1.62851	Subdivision:	

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Description: 200 AMP SERVICE CHANGE FOR 22KW GENERATOR

ELER-000694-2019
 Status: Complete
 Application Date: 01/24/2019
 Zone: R-6 R-6
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: POWER RESTORATION

Type: Electrical (Residential)
 Workclass: Power Restoration
 Issue Date: 01/24/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 District: Sanford
 Project:
 Expiration: 08/04/2019
 Valuation: \$0.00
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Acres: 3.34399
 Subdivision:

412 S Moore St
 Sanford, NC 27330
 Finaled Date: 02/06/2019
 Assigned To:
 Standalone Electrical Permit: Yes

ELER-000699-2019
 Status: Complete
 Application Date: 01/25/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Duke Energy: Yes
 Progress Energy: No
 Description: 200 AMP SERVICE CHANGE

Type: Electrical (Residential)
 Workclass: Service Change
 Issue Date: 01/25/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 District: Sanford
 Project:
 Expiration: 07/27/2019
 Valuation: \$0.00
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Acres: 1.50241
 Subdivision:

414 W Garden St
 Sanford, NC 27330
 Finaled Date: 01/25/2019
 Assigned To:
 Standalone Electrical Permit: Yes

ELER-000700-2019
 Status: Complete
 Application Date: 01/25/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Historic District:
 ROSEMONT-MCKIVER
 Description: SUBPANEL REPLACEMENT, REPLACE SOME TUBE WIRING

Type: Electrical (Residential)
 Workclass: Repair
 Issue Date: 01/25/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Subdivision: ROSEMONT
 District: Sanford
 Project:
 Expiration: 07/31/2019
 Valuation: \$0.00
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Acres: 0.324018
 Number of Sub-panels: 1

318 W Weatherspoon St
 Sanford, NC 27330
 Finaled Date: 02/01/2019
 Assigned To:
 Standalone Electrical Permit: No
 Power Co.: DUKE

ELER-000707-2019
 Status: Issued
 Application Date: 01/28/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: 200 AMP SERVICE CHANGE

Type: Electrical (Residential)
 Workclass: Service Change
 Issue Date: 01/28/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 District: Lee County (Unincorporated)
 Project:
 Expiration: 07/27/2019
 Valuation: \$0.00
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Acres: 1.6254
 Flood Zone: AE

857 Mcpherson Rd
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Chyna Kitt
 Standalone Electrical Permit: Yes
 Subdivision: R.L. GOINS

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

ELER-000708-2019
 Status: Issued
 Application Date: 01/28/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Building Permit #: 043
 Standalone Electrical Permit: No
 Subdivision: SOUTHWEST
 Description: WIRING OF NEW SFD (200 AMPS)

Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 01/28/2019
 Sq Ft: 1,970
 Duke Energy: Yes
 Progress Energy: No

District: Sanford
 Project:
 Expiration: 07/27/2019
 Valuation: \$132,250.00

Main Address:
 Parcel: 9651-88-4655-00
 Last Inspection:
 Assigned To: Chyna Kitt

Service Change Out: Up to 100 Amps:
 No
 Central Electric (EMC): No
 Total Amperage: 200
 Acres: 0.38
 Service Change Out: 125 to 200 Amps:
 Electrical - Fire Alarm: No

ELER-000711-2019
 Status: Issued
 Application Date: 01/28/2019
 Zone: R-20 R-20
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: WIRING OF GENERATOR

Type: Electrical (Residential)
 Workclass: Miscellaneous
 Issue Date: 01/28/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps:
 No
 Central Electric (EMC): No
 Acres: 1.3928

District: Sanford
 Project:
 Expiration: 07/28/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9633-75-2683-00
 Last Inspection: 01/29/2019
 Assigned To:
 Standalone Electrical Permit: Yes

Subdivision: WESTLAKE VALLEY

ELER-000735-2019
 Status: Issued
 Application Date: 01/30/2019
 Zone: R-20 R-20
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: 200 AMP SERVICE CHANGE

Type: Electrical (Residential)
 Workclass: Service Change
 Issue Date: 01/30/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps:
 No
 Central Electric (EMC): No
 Acres: 3.85441

District: Sanford
 Project:
 Expiration: 08/06/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9643-10-4907-00
 Last Inspection: 02/07/2019
 Assigned To:
 Standalone Electrical Permit: No

Power Co.: DUKE
 Subdivision:

ELER-000748-2019
 Status: Issued
 Application Date: 01/31/2019
 Zone: RR RR
 Additional Info:
 Building Permit #: BRES-000008-2018
 Standalone Electrical Permit: No
 Power Co.: DUKE
 Description: RESIDENTIAL MODULAR PLAN CASE# PRES-4-18-9954

Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 01/31/2019
 Sq Ft: 1,936
 Duke Energy: No
 Progress Energy: No
 Subdivision:

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/12/2019
 Valuation: \$155,000.00

Main Address:
 Parcel: 9625-83-7377-00
 Last Inspection: 02/13/2019
 Assigned To:
 Service Change Out: 125 to 200 Amps:
 Electrical - Fire Alarm: No
 Total Amperage: 200
 Acres: 1.8289

ELER-000749-2019
 Status: Issued
 Application Date: 01/31/2019
 Zone: RA RA Residential Agricultural
 Additional Info:

Type: Electrical (Residential)
 Workclass: Manufactured Home
 Issue Date: 01/31/2019
 Sq Ft: 0

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/10/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9569-05-0502-00
 Last Inspection: 02/11/2019
 Assigned To:

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Duke Energy: No **Service Change Out:** Up to 100 Amps: No **Service Change Out:** 125 to 200 Amps: Electrical - Fire Alarm: No **Standalone Electrical Permit:** No
Progress Energy: No **Central Electric (EMC):** No **Acres:** 3.4132 **Power Co.:** DUKE **Flood Zone:** AE

Subdivision: JUNIPER CREEK PLANTATION
Description: 2018 28'X60' DOUBLE-WIDE SET-UP

ELER-000750-2019
Status: Issued **Type:** Electrical (Residential)
Application Date: 01/31/2019 **Workclass:** Manufactured Home
Zone: RA RA Residential Agricultural **Issue Date:** 01/31/2019
Additional Info: **Sq Ft:** 0
Duke Energy: Yes **Service Change Out:** Up to 100 Amps: No **Service Change Out:** 125 to 200 Amps: Electrical - Fire Alarm: No **Standalone Electrical Permit:** No
Progress Energy: No **Central Electric (EMC):** No **Acres:** 2.80061 **Power Co.:** CEMC
Subdivision: CAMPBELL, J BROWN
Description: 2019 14'X66' SINGLE-WIDE SET UP

District: Lee County (Unincorporated)
Project: Parcel: 9663-51-2540-00
Expiration: 08/13/2019
Valuation: \$0.00
Watershed: CAPE FEAR / LEE COUNTY

Main Address: 1149 Pumping Station Rd
 Sanford, NC 27330
Final Date:
Assigned To:

PERMITS ISSUED FOR ELECTRICAL (RESIDENTIAL): 48

FIRE

FIRE-000519-2019
Status: Issued **Type:** Fire
Application Date: 01/02/2019 **Workclass:** Fire Operational
Zone: C-2 C-2 General Commercial **Issue Date:** 01/02/2019
Additional Info: **Sq Ft:** 1,152
New Construction: No **Re-Test:** No
Number of Tanks Removed/Installed: 1 **Subdivision:**
Description: INSTALLATION OF UNDERGROUND STORAGE TANK

District: Sanford
Project: Parcel: 9643-64-4015-00
Expiration: 07/08/2019
Valuation: \$265,000.00

Main Address: 810 Hawkins Ave
 Sanford, NC 27330
Final Date:
Assigned To: Paulette Harmon

Renovations: No **Standby Personnel Needed:** No
Acres: 0.52

FIRE-000637-2019
Status: Complete **Type:** Fire
Application Date: 01/16/2019 **Workclass:** ABC
Zone: C-2 C-2 General Commercial **Issue Date:** 01/16/2019
Additional Info: **Sq Ft:** 0
New Construction: No **Re-Test:** No
Subdivision: **Acres:** 0.406207
Description: ABS PERMIT

District: Sanford
Project: Parcel: 9651-58-9539-00
Expiration: 07/16/2019
Valuation: \$0.00

Main Address: 2902 Industrial Dr
 Sanford, NC 27332
Final Date: 01/17/2019
Assigned To: Paulette Harmon

Renovations: No **Standby Personnel Needed:** No

FIRE-000671-2019
Status: Issued **Type:** Fire
Application Date: 01/22/2019 **Workclass:** Fire Operational
Zone: R-20 R-20 **Issue Date:** 01/22/2019
Additional Info: **Sq Ft:** 0
New Construction: No **Re-Test:** No

District: Sanford
Project: Parcel: 9632-46-5541-00
Expiration: 07/21/2019
Valuation: \$234,633.00

Main Address: 3420 Wicker St
 Sanford, NC 27330
Final Date:
Assigned To:

Renovations: No **Standby Personnel Needed:** No

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Number of Tanks Removed/Installed: 1 Subdivision: Acres: 0.609162

Description: TANK INSTALLATION (UST/AGT)

OK TO PERMIT TANK INSTALL PER ALEX COLLAZO 1/22/19.

FIRE-000709-2019	Type: Fire	District: Sanford	Main Address: 2101 Nash St Sanford, NC 27330	Renovations: No	Standby Personnel Needed: No
Status: Issued	Workclass: Fire Suppression	Project: Expiration: 07/27/2019	Parcel: 9652-74-4328-00	Renovations: No	Standby Personnel Needed: No
Application Date: 01/28/2019	Issue Date: 01/28/2019	Valuation: \$0.00	Last Inspection:	Renovations: No	Standby Personnel Needed: No
Zone: LI LI Light Industrial	Sq Ft: 20,000	Reactivation: No	Assigned To:	Renovations: No	Standby Personnel Needed: No
Additional Info:	Re-Test: No	Acres: 26.372		Renovations: No	Standby Personnel Needed: No
New Construction: No	Subdivision:			Renovations: No	Standby Personnel Needed: No
Number of Sprinkler Systems: 1				Renovations: No	Standby Personnel Needed: No
FIRE-000710-2019	Type: Fire	District: Sanford	Main Address: 3212 Nc 87 Hwy Sanford, NC 27332	Renovations: No	Standby Personnel Needed: No
Status: Issued	Workclass: Fire Suppression	Project: Expiration: 07/28/2019	Parcel: 9661-17-0511-00	Renovations: No	Standby Personnel Needed: No
Application Date: 01/28/2019	Issue Date: 01/28/2019	Valuation: \$0.00	Last Inspection: 01/29/2019	Renovations: No	Standby Personnel Needed: No
Zone: CZ CZ	Sq Ft: 0	Reactivation: No	Assigned To: Chyna Klitt	Renovations: No	Standby Personnel Needed: No
Additional Info:	Re-Test: No	Acres: 2.48695		Renovations: No	Standby Personnel Needed: No
New Construction: No	Subdivision:			Renovations: No	Standby Personnel Needed: No
Number of Hood Systems: 1				Renovations: No	Standby Personnel Needed: No
Description: HOOD SUPPRESSION (OKAY TO PERMIT HOOD SYSTEM MODIFICATIONS VIA ALEX C. 1/28/19.)				Renovations: No	Standby Personnel Needed: No
FIRE-000738-2019	Type: Fire	District: Sanford	Main Address: 139 Chatham St Sanford, NC 27330	Renovations: No	Standby Personnel Needed: No
Status: Complete	Workclass: ABC	Project: Expiration: 07/30/2019	Parcel: 9642-79-5929-00	Renovations: No	Standby Personnel Needed: No
Application Date: 01/30/2019	Issue Date: 01/30/2019	Valuation: \$0.00	Last Inspection: 01/31/2019	Renovations: No	Standby Personnel Needed: No
Zone: CBD CBD Central Business	Sq Ft: 0	Reactivation: No	Assigned To: Chyna Klitt	Renovations: No	Standby Personnel Needed: No
Additional Info:	Re-Test: No	Subdivision:		Renovations: No	Standby Personnel Needed: No
New Construction: No	Historic District: DOWNTOWN			Renovations: No	Standby Personnel Needed: No
Flood Zone: SHADED X, AE				Renovations: No	Standby Personnel Needed: No
Description: ABC INSPECTION (LIBATIONS)				Renovations: No	Standby Personnel Needed: No
PERMITS ISSUED FOR FIRE: 6					
MALT BEVERAGE					
MALT-000636-2019	Type: Malt Beverage	District: Sanford	Main Address: 2902 Industrial Dr Sanford, NC 27332	Renovations: No	Standby Personnel Needed: No
Status: Complete	Workclass: Malt Beverage	Project: Expiration: 07/16/2019	Parcel: 9651-58-9539-00	Renovations: No	Standby Personnel Needed: No
Application Date: 01/16/2019	Issue Date: 01/16/2019	Valuation: \$0.00	Last Inspection: 01/17/2019	Renovations: No	Standby Personnel Needed: No
Zone: C-2 C-2 General Commercial	Sq Ft: 0	Reactivation: No	Assigned To: Paulette Harmon	Renovations: No	Standby Personnel Needed: No
Additional Info:	Phone: 919-888-2568	Subdivision:		Renovations: No	Standby Personnel Needed: No
Business Name: LAS SIRENAS RESTAURANT				Renovations: No	Standby Personnel Needed: No
Description: MALT BEVERAGE				Renovations: No	Standby Personnel Needed: No

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

MALT-000736-2019

Status: Complete
 Application Date: 01/30/2019
 Zone: CBD CBD Central Business
 Additional Info:
 Business Name: CAFE 121
 Subdivision:
 Description: MALT BEVERAGE PERMIT (LIBATIONS)

Type: Malt Beverage
 Workclass: Malt Beverage
 Issue Date: 01/30/2019
 Sq Ft: 0
 Phone: 919-770-2669

District: Sanford
 Project:
 Expiration: 07/30/2019
 Valuation: \$0.00

Historic District: DOWNTOWN
 Acres: 0.06262
 Flood Zone: SHADED X, AE

Main Address:
 Parcel: 9642-79-5929-00
 Last Inspection: 01/31/2019
 Assigned To:

139 Chatham St
 Sanford, NC 27330
 Finaled Date: 01/31/2019

PERMITS ISSUED FOR MALT BEVERAGE: 2

MECHANICAL

MECH-000489-2018

Status: Issued
 Application Date: 12/27/2018
 Zone: C-2 C-2 General Commercial
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No
 Description: 45 TON RTU HEATPUMP INSTALL

Type: Mechanical
 Workclass: Non-Residential
 Issue Date: 01/07/2019
 Sq Ft: 0
 New Construction: Yes
 Subdivision:

District: Sanford
 Project:
 Expiration: 07/06/2019
 Valuation: \$0.00

Building Permit #: 0290
 Residential Ductwork Additions: No
 Heat Pump Tons: 45

Main Address:
 Parcel: 9661-17-8330-00
 Last Inspection:
 Assigned To: Chyna Klitt

3243 Nc 87 Hwy
 Sanford, NC 27332
 Finaled Date:

MECH-000513-2019

Status: Complete
 Application Date: 01/02/2019
 Zone: R-20 R-20
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Chiller Tons: 0
 Number of Gas Heating Unit w/ A/C Units: 0
 Gas Heating Unit BTUs: 0
 Number of Air Conditioning Units: 0
 Watershed: CAPE FEAR / LEE COUNTY
 Description: 1.5 TON HP

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/02/2019
 Sq Ft: 0
 New Construction: No
 Gas Pack Tons: 0
 Refrigeration Tons: 0
 Gas Heating Units w/ A/C Unit BTUs: 0
 Commercial Ductwork Additions: No
 Subdivision: CLEARWATER FOREST

District: Sanford ETJ
 Project:
 Expiration: 07/22/2019
 Valuation: \$0.00

Boiler Tons: 0
 Residential Ductwork Additions: No
 Gas Appliance BTUs: 0
 Number of Gas Piping/Pressure Test Units: 0
 Number of Heating Units: 0
 Canopy Hood Units: 0

Main Address:
 Parcel: 9652-69-6470-00
 Last Inspection: 01/23/2019
 Assigned To: Paulette Harmon

1013 Clearwater Dr
 Sanford, NC 27330
 Finaled Date: 01/23/2019

Items Not Shown: 0
 Number of Gas Accessory Units: 0
 Number of Gas Logs/Fireplace Units: 0
 Number of Gas Pack Units: 0
 Gas Piping/Pressure Test Units: 0
 Commercial Changeout Units: 0

MECH-000521-2019

Status: Issued
 Application Date: 01/02/2019
 Zone: RR RR
 Additional Info:
 Is this a standalone Mechanical Permit?: Yes
 Subdivision: WESTBROOKE

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/04/2019
 Sq Ft: 0
 New Construction: No

District: Lee County (Unincorporated)
 Project:
 Expiration: 07/03/2019
 Valuation: \$0.00

Residential Ductwork Additions: No
 Number of Heat Pump Units: 1

Main Address:
 Parcel: 9622-55-3597-00
 Last Inspection:
 Assigned To: Paulette Harmon

130 Raccoon Ct
 Sanford, NC 27330
 Finaled Date:

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Description: 1.5 TON HEATPUMP

MECH-000522-2019
 Status: Issued
 Application Date: 01/03/2019
 Zone: CZ CZ
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Number of Gas Piping/Pressure Test Units: 4
 Description: 3.5 TON GAS FURNACE WITH A/C, (4) GAS PIPING UNITS, 1.5 TON HEATPUMP INSTALL

Type: Mechanical
Workclass: Residential
Issue Date: 01/03/2019
Sq Ft: 3,390

District: Sanford
Project:
Expiration: 07/02/2019
Valuation: \$233,305.00

Main Address:
 128 Rosemont Ln
 Sanford, NC 27330
Filed Date:
Assigned To: Chyna Kitt

Building Permit #: 0112
Commercial Ductwork Additions: No
Subdivision:

Residential Ductwork Additions: No
Number of Heat Pump Units: 1
Number of Gas Heating Unit w/ A/C Units: 1

MECH-000523-2019
 Status: Issued
 Application Date: 01/03/2019
 Zone: CZ CZ
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Number of Gas Piping/Pressure Test Units: 4
 Description: GAS HEATING UNIT WITH A/C, 1 MINI SPLIT AND 4 GAS PIPING UNITS PLAN CASE # PRES-10-18-10490

Type: Mechanical
Workclass: Residential
Issue Date: 01/03/2019
Sq Ft: 3,390

District: Sanford
Project:
Expiration: 07/02/2019
Valuation: \$325,000.00

Main Address:
 124 Rosemont Ln
 Sanford, NC 27330
Filed Date:
Assigned To: Paulette Harmon

Building Permit #: BRES-000051-2018
Commercial Ductwork Additions: No
Subdivision:

Residential Ductwork Additions: No
Number of Heat Pump Units: 1
Number of Gas Heating Unit w/ A/C Units: 1

MECH-000526-2019
 Status: Issued
 Application Date: 01/03/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No
 Description: GAS LOGS/ FIREPLACE INSTALL

Type: Mechanical
Workclass: Residential
Issue Date: 01/03/2019
Sq Ft: 3,114

District: Sanford
Project:
Expiration: 07/16/2019
Valuation: \$122,543.00

Main Address:
 812 Scarlett Ln
 Sanford, NC 27330
Filed Date:
Assigned To: Chyna Kitt

Building Permit #: 0150
Commercial Ductwork Additions: No
Subdivision:

Residential Ductwork Additions: No
Number of Gas Logs/Fireplace Units: 1

MECH-000527-2019
 Status: Complete
 Application Date: 01/03/2019
 Zone: R-14 R-14 Residential Single-Family
 Additional Info:
 Is this a standalone Mechanical Permit?: Yes
 Watershed: DEEP RIVER / LEE COUNTY
 Description: 2.5 TON HEATPUMP INSTALL

Type: Mechanical
Workclass: Residential
Issue Date: 01/03/2019
Sq Ft: 0

District: Sanford
Project:
Expiration: 07/16/2019
Valuation: \$0.00

Main Address:
 231 Palace Dr
 Sanford, NC 27330
Filed Date: 01/17/2019
Assigned To: Chyna Kitt

Building Permit #: 0117/2019
Commercial Ductwork Additions: No
Subdivision:

Residential Ductwork Additions: No
Number of Heat Pump Units: 1
Number of Gas Heating Unit w/ A/C Units: 1

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

MECH-000530-2019	Status: Issued	Type: Mechanical	District: Sanford ETJ	Main Address: 1531 Clearwater Dr Sanford, NC 27330	Number of Heat Pump Units: 2
	Application Date: 01/03/2019	Workclass: Residential	Project:	Parcel: 9652-89-7352-00	
	Zone: R-20 R-20	Issue Date: 01/03/2019	Expiration: 07/06/2019	Last Inspection: 01/07/2019	
	Additional Info:	Sq Ft: 0	Valuation: \$0.00	Assigned To: Chyna Kitt	
	Is this a standalone Mechanical Permit?: Yes	New Construction: No	Residential Ductwork Additions: No	Number of Gas Piping/Pressure Test Units: 1	
	Commercial Ductwork Additions: No	Watershed: CAPE FEAR / LEE COUNTY	Subdivision: CLEARWATER FOREST		
Description: (1) 3 TON HEATPUMP, (1) 2 TON HEATPUMP IN ATTIC, DUCTWORK AND (1) GAS LINE INSTALLATION. TRUNK IN CRAWLSPACE IS FOR FUTURE GAS LINES.					
MECH-000544-2019	Status: Issued	Type: Mechanical	District: Sanford	Main Address: 2007 Vantage Pnt Sanford, NC 27330	Number of Heat Pump Units: 0
	Application Date: 01/07/2019	Workclass: Residential	Project:	Parcel: 9633-26-5403-00	
	Zone: R-20 R-20	Issue Date: 01/07/2019	Expiration: 07/06/2019	Last Inspection:	
	Additional Info:	Sq Ft: 0	Valuation: \$0.00	Assigned To: Paulette Harmon	
	Is this a standalone Mechanical Permit?: No	New Construction: No	Residential Ductwork Additions: No	Number of Gas Piping/Pressure Test Units: 1	
	Subdivision:				
Description: GAS PIPING					
MECH-000546-2019	Status: Issued	Type: Mechanical	District: Lee County (Unincorporated)	Main Address: 547 Perth Dr Sanford, NC 27332	Number of Heat Pump Units: 1
	Application Date: 01/07/2019	Workclass: Residential	Project:	Parcel: 9651-60-2736-00	
	Zone: RR RR	Issue Date: 01/07/2019	Expiration: 07/06/2019	Last Inspection:	
	Additional Info:	Sq Ft: 0	Valuation: \$0.00	Assigned To: Chyna Kitt	
	Is this a standalone Mechanical Permit?: Yes	New Construction: No	Residential Ductwork Additions: No	Number of Gas Piping/Pressure Test Units: 1	
	Subdivision: CAROLINA TRACE				
Description: 2 TON HEATPUMP INSTALL					
MECH-000550-2019	Status: Issued	Type: Mechanical	District: Lee County (Unincorporated)	Main Address: 428 Harbor Trace East Sanford, NC 27332	Number of Gas Accessory Units: 0
	Application Date: 01/08/2019	Workclass: Residential	Project:	Parcel: 9670-01-3262-00	
	Zone: RR RR	Issue Date: 01/08/2019	Expiration: 07/14/2019	Last Inspection: 01/15/2019	
	Additional Info:	Sq Ft: 1,503	Valuation: \$109,900.00	Assigned To: Paulette Harmon	
	Number of Changeout Units: 0	Chiller Tons: 0	Gas Pack Tons: 0	Residential Ductwork Additions: No	
	Heat Pump Tons: 0	Number of Gas Heating Unit w/ A/C Units: 0	Refrigeration Tons: 0	Gas Appliance BTUs: 0	
	Number of Gas Pack Units: 0	Gas Heating Unit BTUs: 0	Gas Heating Units w/ A/C Unit BTUs: 0	Number of Gas Piping/Pressure Test Units: 1	
	Gas Piping/Pressure Test Units: 0	Number of Air Conditioning Units: 0	Commercial Ductwork Additions: No	Number of Heating Units: 0	
	Commercial Changeout Units: 0	Subdivision: CAROLINA TRACE	Is this a standalone Mechanical Permit?: No	New Construction: No	
	Boiler Tons: 0	Items Not Shown: 0			

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Description: NEW SFD
 TRANSFERRED FROM DESKTOP 11/07/2018
 PERMIT# RES-9-18-32219
 PLAN CASE# PRES-9-18-10406

MECH-000551-2019

Status: Issued
 Application Date: 01/08/2019
 Zone: RR RR
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No
 Description: NEW SFD
 TRANSFERRED FROM OLD DESKTOP VERSION; PLEASE REFERENCE IN OLD DESKTOP SYSTEM BUILDING PERMIT#:32255

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/08/2019
 Sq Ft: 1,564
 New Construction: No
 Subdivision: CAROLINA TRACE

District: Lee County (Unincorporated)
 Project:
 Expiration: 07/14/2019
 Valuation: \$75,000.00

Main Address:
 Parcel: 9670-01-4206-00
 Last Inspection: 01/15/2019
 Assigned To: Paulette Harmon

Number of Heat Pump Units: 1

MECH-000554-2019

Status: Issued
 Application Date: 01/08/2019
 Zone: R-14 Residential
 Single-Family
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Watershed: DEEP RIVER / LEE COUNTY
 Description: GAS PIPING INSTALL (1)

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/08/2019
 Sq Ft: 0
 New Construction: No
 Subdivision: WESTLAKE DOWNS

Main Address:
 Parcel: 9633-03-2694-00
 Last Inspection:

2628 Buckingham Dr
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Chyna Kitt

Number of Gas Piping/Pressure Test Units: 1
 Commercial Ductwork Additions: No

MECH-000556-2019

Status: Issued
 Application Date: 01/08/2019
 Zone: RR RR
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Watershed: DEEP RIVER / LEE COUNTY
 Description: GAS PIPING INSTALL (1)

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/08/2019
 Sq Ft: 0
 New Construction: No
 Subdivision: REYNWOOD

Main Address:
 Parcel: 9623-96-5880-00
 Last Inspection:

421 Reynwood Vista Ln
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Chyna Kitt

Number of Gas Piping/Pressure Test Units: 1
 Commercial Ductwork Additions: No

MECH-000562-2019

Status: Issued
 Application Date: 01/08/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/08/2019
 Sq Ft: 2,390
 New Construction: No
 Subdivision:

Main Address:
 Parcel: 9694-22-5942-00
 Last Inspection: 01/15/2019

4490 Buckhorn Rd
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Chyna Kitt

Residential Ductwork Additions: No
 Building Permit #: 0266
 Number of Heat Pump Units: 1

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Description: HEATPUMP INSTALL
 TRANSFERRED FROM DESKTOP 11/21/2018
 PERMIT# 32205
 PLAN CASE# PRES-8-18-10386

MECH-000565-2019
 Status: Complete
 Application Date: 01/08/2019
 Zone: R-20 R-20
 Additional Info:
 Is this a standalone Mechanical Permit?: Yes
 Subdivision:
 Description: 3 TON HP & DUCT INSTALL

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/08/2019
 Sq Ft: 0
 New Construction: No

District: Broadway
 Project:
 Expiration: 07/24/2019
 Valuation: \$0.00

Residential Ductwork Additions: No
 Number of Heat Pump Units: 1
 Commercial Ductwork Additions: No

Main Address:
 Parcel: 9682-43-9725-00
 Last Inspection: 01/25/2019
 Assigned To: Chyna Kitt

303 E Harrington Ave
 Broadway, NC 27505
 Finaled Date: 01/25/2019

MECH-000567-2019
 Status: Complete
 Application Date: 01/09/2019
 Zone: R-20 R-20
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Subdivision: WESTLAKE VALLEY
 Description: GAS LINE (YARD) INSTALLATION

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/09/2019
 Sq Ft: 0
 New Construction: No

District: Sanford
 Project:
 Expiration: 08/03/2019
 Valuation: \$0.00

Residential Ductwork Additions: No
 Number of Gas Piping/Pressure Test Units: 1
 Commercial Ductwork Additions: No

Main Address:
 Parcel: 9633-54-5104-00
 Last Inspection: 02/04/2019
 Assigned To: Chyna Kitt

1920 Larkspur Dr
 Sanford, NC 27330
 Finaled Date: 02/04/2019

MECH-000572-2019
 Status: Issued
 Application Date: 01/09/2019
 Zone: RAM/H RAMH
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No
 Description: HEATPUMP

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/09/2019
 Sq Ft: 0
 New Construction: No
 Subdivision:

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/13/2019
 Valuation: \$0.00

Residential Ductwork Additions: No
 Building Permit #: BRES-000312-2018
 Residential Ductwork Additions: No
 Number of Heat Pump Units: 1

Main Address:
 Parcel: 9641-63-6824-00
 Last Inspection: 02/14/2019
 Assigned To: Paulette Harmon

390 Beulah Brown Rd
 Sanford, NC 27332
 Finaled Date:

MECH-000573-2019
 Status: Complete
 Application Date: 01/09/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Watershed: CAPE FEAR / LEE COUNTY
 Description: GAS PIPING FOR GENERATOR

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/09/2019
 Sq Ft: 0
 New Construction: No
 Subdivision:

District: Lee County (Unincorporated)
 Project:
 Expiration: 07/09/2019
 Valuation: \$0.00

Residential Ductwork Additions: No
 Number of Gas Piping/Pressure Test Units: 1
 Commercial Ductwork Additions: No

Main Address:
 Parcel: 9676-32-8492-00
 Last Inspection: 01/09/2019
 Assigned To: Paulette Harmon

169 Cletus Hall Rd
 Sanford, NC 27330
 Finaled Date: 01/09/2019

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

MECH-000574-2019	Type: Mechanical Workclass: Residential Issue Date: 01/09/2019 Sq Ft: 0	District: Sanford Project: Expiration: 07/10/2019 Valuation: \$0.00	Main Address: 2608 Bristol Way Sanford, NC 27330 Filed Date: Assigned To:	Number of Changeout Units: 0 Heat Pump Tons: 0 Number of Gas Pack Units: 0 Gas Piping/Pressure Test Units: 0 Commercial Changeout Units: 0
MECH-000576-2019	Type: Mechanical Workclass: Residential Issue Date: 01/09/2019 Sq Ft: 0	District: Lee County (Unincorporated) Project: Expiration: 07/09/2019 Valuation: \$0.00	Main Address: 4013 Deer Track Trl Sanford, NC 27332 Filed Date: Assigned To: Chyna Kitt	Number of Changeout Units: 0 Heat Pump Tons: 0 Number of Gas Pack Units: 0 Gas Piping/Pressure Test Units: 0 Commercial Changeout Units: 0
MECH-000579-2019	Type: Mechanical Workclass: Residential Issue Date: 01/10/2019 Sq Ft: 0	District: Lee County (Unincorporated) Project: Expiration: 07/29/2019 Valuation: \$0.00	Main Address: 427 Cricket Hearth Rd Sanford, NC 27330 Filed Date: 01/31/2019 Assigned To: Chyna Kitt	Number of Changeout Units: 0 Heat Pump Tons: 0 Number of Gas Pack Units: 0 Gas Piping/Pressure Test Units: 0 Commercial Changeout Units: 0
MECH-000590-2019	Type: Mechanical Workclass: Residential Issue Date: 01/11/2019 Sq Ft: 2,671	District: Sanford Project: Expiration: 07/21/2019 Valuation: \$122,543.00	Main Address: 1002 Archers Ln Sanford, NC 27330 Filed Date: Assigned To: Paulette Harmon	Number of Changeout Units: 0 Heat Pump Tons: 0 Number of Gas Pack Units: 0 Gas Piping/Pressure Test Units: 0 Commercial Changeout Units: 0

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Description: GAS LOGS

MECH-000595-2019	Type: Mechanical Workclass: Residential Issue Date: 01/11/2019 Sq Ft: 800	District: Lee County (Unincorporated) Project: Expiration: 07/21/2019 Valuation: \$15,000.00	Main Address: 547 Pickard Rd Sanford, NC 27330 Filed Date: Assigned To:	Number of Heat Pump Units: 2
Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: 0267	Residential Ductwork Additions: No	
Commercial Ductwork Additions: No	Watershed: DEEP RIVER / LEE COUNTY	Subdivision:		
Description: (2) MINISPLIT HP INSTALL ; NO DUCT				
MECH-000596-2019	Type: Mechanical Workclass: Residential Issue Date: 01/11/2019 Sq Ft: 4,517	District: Lee County (Unincorporated) Project: Expiration: 08/06/2019 Valuation: \$275,560.00	Main Address: 74 Sandollar Ct Sanford, NC 27332 Filed Date: Assigned To: Paulette Harmon	Heat Pump Tons: 0
Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: BRES-000119-2018	Residential Ductwork Additions: No	
Number of Heat Pump Units: 1	Commercial Ductwork Additions: No	Subdivision: PIONEER ESTATES		
Description: NEW MODULAR HOME TRANSFERRED FROM DESKTOP ON 11/05/2018 PLAN CASE# PRES-8-18-10311 PERMIT# RES-10-18-32558				
MECH-000597-2019	Type: Mechanical Workclass: Residential Issue Date: 01/11/2019 Sq Ft: 3,114	District: Sanford Project: Expiration: 07/16/2019 Valuation: \$122,543.00	Main Address: 812 Scarlett Ln Sanford, NC 27330 Filed Date: Assigned To:	Number of Gas Piping/Pressure Test Units: 1
Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: 0150	Residential Ductwork Additions: No	
Number of Heat Pump Units: 1	Commercial Ductwork Additions: No	Subdivision:		
Description: 3.5 TON HEATPUMP AND GAS LINE				
MECH-000598-2019	Type: Mechanical Workclass: Residential Issue Date: 01/11/2019 Sq Ft: 2,858	District: Sanford Project: Expiration: 07/14/2019 Valuation: \$122,543.00	Main Address: 806 Scarlett Ln Sanford, NC 27330 Filed Date: Assigned To:	Number of Heat Pump Units: 1
Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: 056	Residential Ductwork Additions: No	
Commercial Ductwork Additions: No	Subdivision:			
Description: 3.5 TON HEATPUMP INSTALL				
PLEASE REFERENCE PLAN CASE IN OLD DESKTOP VERSION: PRES-10-18-10554				

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

MECH-000605-2019 Status: Complete Application Date: 01/14/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: No Subdivision: Description: GAS PIPING FOR GENERATOR	Type: Mechanical Workclass: Residential Issue Date: 01/14/2019 Sq Ft: 0 New Construction: No	District: Lee County (Unincorporated) Project: Expiration: 07/14/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9694-21-8480-00 Last Inspection: 01/15/2019 Assigned To: Paulette Hammon Commercial Ductwork Additions: No	148 Big Rock Ln Sanford, NC 27330 Finaled Date: 01/15/2019 Assigned To: Paulette Hammon
MECH-000608-2019 Status: Issued Application Date: 01/14/2019 Zone: R-20 R-20 Additional Info: Is this a standalone Mechanical Permit?: No Subdivision: OAKDALE Description: INSTALL (1) GAS PIPING LINE	Type: Mechanical Workclass: Residential Issue Date: 01/14/2019 Sq Ft: 0 New Construction: No	District: Sanford ETJ Project: Expiration: 07/13/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9653-06-6734-00 Last Inspection: Assigned To: Chyma Kitt Commercial Ductwork Additions: No	1205 Red Oak Dr Sanford, NC 27330 Finaled Date: Assigned To: Chyma Kitt
MECH-000613-2019 Status: Complete Application Date: 01/15/2019 Zone: RR RR Additional Info: Is this a standalone Mechanical Permit?: Yes Subdivision: FRANKLIN CHASE Description: (1) YARD GAS LINE	Type: Mechanical Workclass: Residential Issue Date: 01/15/2019 Sq Ft: 0 New Construction: No	District: Lee County (Unincorporated) Project: Expiration: 07/15/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9622-91-3332-00 Last Inspection: 01/16/2019 Assigned To: Commercial Ductwork Additions: No	175 Greenwich Dr Sanford, NC 27330 Finaled Date: 01/16/2019 Assigned To:
MECH-000614-2019 Status: Complete Application Date: 01/15/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: Yes Chiller Tons: 0 Number of Gas Heating Unit w/ A/C Units: 0 Gas Heating Unit BTUs: 0 Number of Air Conditioning Units: 0 Watershed: CAPE FEAR / LEE COUNTY Description: 10 TON HEATPUMP INSTALL	Type: Mechanical Workclass: Non-Residential Issue Date: 01/15/2019 Sq Ft: 0 New Construction: No Gas Pack Tons: 0 Refrigeration Tons: 0 Gas Heating Units w/ A/C Unit BTUs: 0 Commercial Ductwork Additions: No Subdivision:	District: Lee County (Unincorporated) Project: Expiration: 07/17/2019 Valuation: \$0.00 Boiler Tons: 0 Residential Ductwork Additions: No Gas Appliance BTUs: 0 Number of Gas Piping/Pressure Test Units: 0 Number of Heating Units: 0	Main Address: Parcel: 9666-22-9006-00 Last Inspection: 01/18/2019 Assigned To: Items Not Shown: 0 Number of Gas Accessory Units: 0 Number of Gas Logs/Fireplace Units: 0 Number of Heat Pump Units: 0 Canopy Hood Units: 0	2702 Farrell Rd Sanford, NC 27330 Finaled Date: 01/18/2019 Assigned To: Number of Changeout Units: 0 Heat Pump Tons: 10 Number of Gas Pack Units: 0 Gas Piping/Pressure Test Units: 0 Commercial Changeout Units: 0

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

MECH-000615-2019 Status: Issued Application Date: 01/15/2019 Zone: RR RR Additional Info: Is this a standalone Mechanical Permit?: Yes Subdivision: CAROLINA TRACE Description: 4 TON HEATPUMP INSTALL	Type: Mechanical Workclass: Residential Issue Date: 01/15/2019 Sq Ft: 0 New Construction: No	District: Lee County (Unincorporated) Project: Expiration: 07/14/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9660-63-3278-00 Last Inspection: Number of Heat Pump Units: 1	20 Traceway North Sanford, NC 27332 Finaled Date: Assigned To: Commercial Ductwork Additions: No
MECH-000619-2019 Status: Complete Application Date: 01/15/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: No Subdivision: Description: 2.5 TON HEATPUMP INSTALL	Type: Mechanical Workclass: Residential Issue Date: 01/15/2019 Sq Ft: 0 New Construction: No	District: Lee County (Unincorporated) Project: Expiration: 07/30/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9547-72-1571-00 Last Inspection: 01/31/2019 Number of Heat Pump Units: 1	394 Peele Ln Sanford, NC 27332 Finaled Date: 01/31/2019 Assigned To: Commercial Ductwork Additions: No
MECH-000621-2019 Status: Complete Application Date: 01/15/2019 Zone: RR RR Additional Info: Is this a standalone Mechanical Permit?: Yes Subdivision: QUAIL RIDGE Description: 3.5 TON SPLIT HP & AH	Type: Mechanical Workclass: Residential Issue Date: 01/15/2019 Sq Ft: 0 New Construction: No	District: Lee County (Unincorporated) Project: Expiration: 07/16/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9529-98-9463-00 Last Inspection: 01/17/2019 Number of Heat Pump Units: 1	5829 Bluejay Dr Sanford, NC 27332 Finaled Date: 01/17/2019 Assigned To: Commercial Ductwork Additions: No
MECH-000622-2019 Status: Issued Application Date: 01/15/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: Yes Watershed: CAPE FEAR / LEE COUNTY Description: 3.5 TON PKG HEATPUMP	Type: Mechanical Workclass: Residential Issue Date: 01/15/2019 Sq Ft: 0 New Construction: No Subdivision:	District: Lee County (Unincorporated) Project: Expiration: 07/14/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9664-06-1591-00 Last Inspection: Number of Heat Pump Units: 1	204 Midget Ln Sanford, NC 27330 Finaled Date: Assigned To: Commercial Ductwork Additions: No
MECH-000623-2019 Status: Issued Application Date: 01/15/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: No	Type: Mechanical Workclass: Residential Issue Date: 01/15/2019 Sq Ft: 3,255 New Construction: No	District: Lee County (Unincorporated) Project: Expiration: 07/22/2019 Valuation: \$203,329.00 Building Permit #: 0259 Residential Ductwork Additions: No	Main Address: Parcel: 9666-45-7535-00 Last Inspection: 01/23/2019 Residential Ductwork Additions: No	213 Ore Run Ln Sanford, NC 27330 Finaled Date: Assigned To: Number of Gas Logs/Fireplace Units: 1

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Commercial Ductwork Additions: No
 Description: 32" GAS FIREPLACE INSTALL
 Watershed: CAPE FEAR / LEE COUNTY
 Subdivision: COPPER RIDGE EAST

MECH-000624-2019
 Status: Issued
 Application Date: 01/15/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No
 Description: 32" GAS FIREPLACE INSTALL

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/15/2019
 Sq Ft: 3,114
 New Construction: No
 Watershed: CAPE FEAR / LEE COUNTY

District: Lee County (Unincorporated)
 Project:
 Expiration: 07/22/2019
 Valuation: \$203,329.00
 Building Permit #: 0260
 Subdivision: COPPER RIDGE EAST

Main Address:
 Parcel: 9666-55-0727-00
 Last Inspection: 01/23/2019
 Residential Ductwork Additions: No
 Number of Gas Logs/Fireplace Units: 1

MECH-000625-2019
 Status: Issued
 Application Date: 01/15/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No
 Description: 32" GAS FIREPLACE INSTALL

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/15/2019
 Sq Ft: 3,658
 New Construction: No
 Watershed: CAPE FEAR / LEE COUNTY

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/03/2019
 Valuation: \$203,329.00
 Building Permit #: 0214
 Subdivision:

Main Address:
 Parcel: 9666-45-5560-00
 Last Inspection: 02/04/2019
 Residential Ductwork Additions: No
 Number of Gas Logs/Fireplace Units: 1

MECH-000626-2019
 Status: Issued
 Application Date: 01/15/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No
 Description: 32" GAS FIREPLACE INSTALL

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/15/2019
 Sq Ft: 2,671
 New Construction: No
 Subdivision:

District: Sanford
 Project:
 Expiration: 07/29/2019
 Valuation: \$122,543.00
 Building Permit #: 0288

Main Address:
 Parcel: 9643-45-5095-00
 Last Inspection: 01/30/2019
 Residential Ductwork Additions: No
 Number of Gas Logs/Fireplace Units: 1

MECH-000627-2019
 Status: Complete
 Application Date: 01/16/2019
 Zone: RR RR
 Additional Info:
 Is this a standalone Mechanical Permit?: Yes
 Subdivision: 4 TON DUCT SYSTEM

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/16/2019
 Sq Ft: 0
 New Construction: No

District: Lee County (Unincorporated)
 Project:
 Expiration: 07/17/2019
 Valuation: \$0.00
 Residential Ductwork Additions: Yes
 Commercial Ductwork Additions: No
 Watershed: CAPE FEAR / LEE COUNTY

Main Address:
 Parcel: 9667-34-8926-00
 Last Inspection: 01/18/2019
 Assigned To:

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

MECH-000632-2019 Status: Complete Application Date: 01/16/2019 Zone: RR RR Additional Info: Is this a standalone Mechanical Permit?: No Subdivision: WESTBROOKE Description: GAS PIPING FOR GENERATOR INSTALL	Type: Mechanical Workclass: Residential Issue Date: 01/16/2019 Sq Ft: 0 New Construction: No	District: Lee County (Unincorporated) Project: Expiration: 07/17/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9622-55-6701-00 Last Inspection: 01/18/2019 Assigned To: Paulette Harmon Commercial Ductwork Additions: No
MECH-000643-2019 Status: Issued Application Date: 01/17/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: No Watershed: LITTLE RIVER / LEE COUNTY Description: 3 TON HP	Type: Mechanical Workclass: Residential Issue Date: 01/17/2019 Sq Ft: 0 New Construction: No Subdivision:	District: Lee County (Unincorporated) Project: Expiration: 07/16/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9528-86-4630-00 Last Inspection: Assigned To: Paulette Harmon Commercial Ductwork Additions: No
MECH-000651-2019 Status: Issued Application Date: 01/18/2019 Zone: RR RR Additional Info: Is this a standalone Mechanical Permit?: No Subdivision: CAROLINA TRACE Description: REPLACE DUCTWORK	Type: Mechanical Workclass: Residential Issue Date: 01/18/2019 Sq Ft: 0 New Construction: No	District: Lee County (Unincorporated) Project: Expiration: 07/17/2019 Valuation: \$0.00 Residential Ductwork Additions: Yes	Main Address: Parcel: 9660-79-5493-00 Last Inspection: Assigned To: Paulette Harmon Flood Zone: AE Commercial Ductwork Additions: No
MECH-000652-2019 Status: Issued Application Date: 01/18/2019 Zone: RR RR Additional Info: Is this a standalone Mechanical Permit?: No Description: GAS LOGS TRANSFERRED FROM OLD DESKTOP VERSION; ALL INFORMATION ENTERED PRIOR TO SHIFT CAN BE REFERRED TO BY OLD PERMIT#:32486	Type: Mechanical Workclass: Residential Issue Date: 01/18/2019 Sq Ft: 800 New Construction: No Flood Zone: AE	District: Lee County (Unincorporated) Project: Expiration: 07/22/2019 Valuation: \$53,750.00 Building Permit #: BRES-000541-2018 Subdivision:	Main Address: Parcel: 9549-24-0378-00 Last Inspection: 01/23/2019 Assigned To: Paulette Harmon Number of Gas Logs/Fireplace Units: 1 Residential Ductwork Additions: No
MECH-000655-2019 Status: Issued Application Date: 01/18/2019 Zone: RR RR Additional Info:	Type: Mechanical Workclass: Residential Issue Date: 01/18/2019 Sq Ft: 0	District: Lee County (Unincorporated) Project: Expiration: 07/17/2019 Valuation: \$0.00	Main Address: Parcel: 9612-74-5741-00 Last Inspection: Assigned To:

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

<p>Is this a standalone Mechanical Permit?: No Subdivision: CREEKWOOD Description: GAS PIPING</p>	<p>New Construction: No Residential Ductwork Additions: No Number of Gas Piping/Pressure Test Units: 1 Commercial Ductwork Additions: No</p>
<p>MECH-000656-2019 Status: Complete Application Date: 01/22/2019 Zone: RA RA Residential Agricultural Additional Info:</p>	<p>District: Lee County (Unincorporated) Project: Expiration: 07/30/2019 Valuation: \$0.00 Residential Ductwork Additions: No Subdivision:</p>
<p>Is this a standalone Mechanical Permit?: No Acres: 2.98055 Description: GAS PIPING FOR GENERATOR</p>	<p>Main Address: 3352 Chris Cole Rd Sanford, NC 27332 Finaled Date: 01/31/2019 Assigned To: Paulette Harmon Commercial Ductwork Additions: No</p>
<p>MECH-000657-2019 Status: Refunded Application Date: 01/22/2019 Zone: RA RA Residential Agricultural Additional Info:</p>	<p>District: Lee County (Unincorporated) Project: Expiration: 07/21/2019 Valuation: \$0.00 Residential Ductwork Additions: No Subdivision:</p>
<p>Is this a standalone Mechanical Permit?: No Subdivision:</p>	<p>Main Address: 3615 Deep River Rd Sanford, NC 27330 Finaled Date: Assigned To: Paulette Harmon Commercial Ductwork Additions: No</p>
<p>Description: GAS PIPING GENERATOR CUSTOMER REQUESTED REFUND 01/23/2019, NO INSPECTIONS COMPLETED. PH</p>	<p>Number of Gas Piping/Pressure Test Units: 1 Residential Ductwork Additions: No</p>
<p>MECH-000659-2019 Status: Issued Application Date: 01/22/2019 Zone: R-12 R-12 Residential Mixed Additional Info:</p>	<p>District: Sanford Project: Expiration: 08/03/2019 Valuation: \$122,543.00 Building Permit #: 054 Residential Ductwork Additions: No Subdivision:</p>
<p>Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No Description: HEATPUMP INSTALL</p>	<p>Main Address: 809 Scarlet Ln Sanford, NC 27330 Finaled Date: Assigned To: Number of Heat Pump Units: 1</p>
<p>MECH-000660-2019 Status: Issued Application Date: 01/22/2019 Zone: R-12 R-12 Residential Mixed Additional Info:</p>	<p>District: Sanford Project: Expiration: 08/03/2019 Valuation: \$122,543.00 Building Permit #: 0405 Subdivision:</p>
<p>Is this a standalone Mechanical Permit?: No Number of Heat Pump Units: 1 Description: HEATPUMP & GAS PIPING INSTALL</p>	<p>Main Address: 1003 Archer Ln Sanford, NC 27330 Finaled Date: Assigned To: Residential Ductwork Additions: No Number of Gas Piping/Pressure Test Units: 1</p>

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

MECH-000661-2019
 Status: Issued
 Application Date: 01/22/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Number of Heat Pump Units: 1
 Description: HEATPUMP AND GAS PIPING INSTALL

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/22/2019
 Sq Ft: 2,671
 New Construction: Yes
 Commercial Ductwork Additions: No

District: Sanford
 Project:
 Expiration: 07/31/2019
 Valuation: \$122,543.00
 Building Permit #: 0288
 Subdivision:

Main Address:
 Parcel: 9643-45-5095-00
 Last Inspection: 02/01/2019

Residential Ductwork Additions: No
 Units: 1
 Number of Gas Piping/Pressure Test Units: 1

MECH-000662-2019
 Status: Issued
 Application Date: 01/22/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Number of Heat Pump Units: 1
 Description: 3 TON HEATPUMP AND GAS PIPING INSTALL

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/22/2019
 Sq Ft: 2,671
 New Construction: Yes
 Commercial Ductwork Additions: No

District: Sanford
 Project:
 Expiration: 07/22/2019
 Valuation: \$122,543.00
 Building Permit #: 0152
 Subdivision:

Main Address:
 Parcel: 9643-44-1996-00
 Last Inspection: 01/23/2019

Residential Ductwork Additions: No
 Units: 1
 Number of Gas Piping/Pressure Test Units: 1

MECH-000663-2019
 Status: Issued
 Application Date: 01/22/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Number of Heat Pump Units: 1
 Description: 3.5 TON HEATPUMP & GAS PIPING INSTALL

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/22/2019
 Sq Ft: 3,114
 New Construction: Yes
 Commercial Ductwork Additions: No

District: Lee County (Unincorporated)
 Project:
 Expiration: 07/24/2019
 Valuation: \$203,329.00
 Building Permit #: 0260
 Watershed: CAPE FEAR / LEE COUNTY

Main Address:
 Parcel: 9666-55-0727-00
 Last Inspection: 01/25/2019

Residential Ductwork Additions: No
 Units: 1
 Number of Gas Piping/Pressure Test Units: 1

MECH-000664-2019
 Status: Issued
 Application Date: 01/22/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Number of Heat Pump Units: 1
 Description: 3.5 TON HEATPUMP & GAS PIPING INSTALL

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/22/2019
 Sq Ft: 3,658
 New Construction: Yes
 Commercial Ductwork Additions: No

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/03/2019
 Valuation: \$203,329.00
 Building Permit #: 0214
 Watershed: CAPE FEAR / LEE COUNTY

Main Address:
 Parcel: 9666-45-5560-00
 Last Inspection: 02/04/2019

Residential Ductwork Additions: No
 Units: 1
 Number of Gas Piping/Pressure Test Units: 1

MECH-000665-2019
 Status: Issued
 Application Date: 01/22/2019
 Zone: RA RA Residential Agricultural
 Additional Info:

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/22/2019
 Sq Ft: 3,255

District: Lee County (Unincorporated)
 Project:
 Expiration: 07/24/2019
 Valuation: \$203,329.00

Main Address:
 Parcel: 9666-45-7535-00
 Last Inspection: 01/25/2019

Residential Ductwork Additions: No
 Units: 1
 Number of Gas Piping/Pressure Test Units: 1

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

<p>Is this a standalone Mechanical Permit?: No Number of Heat Pump Units: 1 Description: 3 TON HEATPUMP & GAS PIPING INSTALL</p>	<p>New Construction: Yes Commercial Ductwork Additions: No Building Permit #: 0259 Watershed: CAPE FEAR / LEE COUNTY</p>	<p>Residential Ductwork Additions: No Subdivision: COPPER RIDGE EAST</p>	<p>Number of Gas Piping/Pressure Test Units: 1</p>
<p>MECH-000667-2019 Status: Issued Application Date: 01/22/2019 Zone: LI LI Light Industrial Additional Info:</p>	<p>Type: Mechanical Workclass: Residential Issue Date: 01/22/2019 Sq Ft: 0 New Construction: No Subdivision:</p>	<p>Main Address: Parcel: 9642-98-4514-00 Last Inspection: 01/25/2019</p>	<p>509 S Third St Sanford, NC 27330 Finaled Date: Assigned To: Commercial Ductwork Additions: No</p>
<p>Is this a standalone Mechanical Permit?: Yes Historic District: EAST SANFORD Description: 3 TON GAS-ELECTRIC PACK RAN PRICE AS HEATPUMP DUE TO AMOUNT OF CHECK WRITTEN. CONTRACTOR RANDY DICKENS IS AWARE OF MODIFICATION AND AGREES WITH PRICING. 1/22/19. CK</p>	<p>District: Sanford Project: Expiration: 07/24/2019 Valuation: \$0.00 Residential Ductwork Additions: No Number of Heat Pump Units: 1</p>	<p>Number of Heat Pump Units: 1</p>	<p>Commercial Ductwork Additions: No</p>
<p>MECH-000668-2019 Status: Complete Application Date: 01/22/2019 Zone: C-2 C-2 General Commercial Additional Info:</p>	<p>Type: Mechanical Workclass: Non-Residential Issue Date: 01/22/2019 Sq Ft: 0 New Construction: No</p>	<p>Main Address: Parcel: 9661-26-2231-00 Last Inspection: 01/29/2019</p>	<p>3321 Nc 87 Hwy Sanford, NC 27332 Finaled Date: 01/29/2019 Assigned To: Commercial Ductwork Additions: No</p>
<p>Is this a standalone Mechanical Permit?: No Subdivision: Description: 3 TON A/C</p>	<p>District: Sanford Project: Expiration: 07/28/2019 Valuation: \$0.00 Chiller Tons: 3</p>	<p>Residential Ductwork Additions: No</p>	<p>Commercial Ductwork Additions: No</p>
<p>MECH-000672-2019 Status: Issued Application Date: 01/22/2019 Zone: R-12 R-12 Residential Mixed Additional Info:</p>	<p>Type: Mechanical Workclass: Residential Issue Date: 01/22/2019 Sq Ft: 0 New Construction: No</p>	<p>Main Address: Parcel: 9642-30-4595-00 Last Inspection:</p>	<p>105 James River Ct Sanford, NC 27330 Finaled Date: Assigned To: Commercial Ductwork Additions: No</p>
<p>Is this a standalone Mechanical Permit?: Yes Subdivision: CARTHAGE COLONIES Description: 3 TON A/C</p>	<p>District: Sanford Project: Expiration: 07/21/2019 Valuation: \$0.00 Residential Ductwork Additions: No Number of Air Conditioning Units: 1</p>	<p>Number of Air Conditioning Units: 1</p>	<p>Commercial Ductwork Additions: No</p>
<p>MECH-000673-2019 Status: Issued Application Date: 01/22/2019 Zone: RR RR Additional Info:</p>	<p>Type: Mechanical Workclass: Residential Issue Date: 01/22/2019 Sq Ft: 0 New Construction: No</p>	<p>Main Address: Parcel: 9661-73-5008-00 Last Inspection:</p>	<p>723 Piccadilly Ct Sanford, NC 27332 Finaled Date: Assigned To: Subdivision: CAROLINA TRACE</p>
<p>Is this a standalone Mechanical Permit?: Yes Description: DUCTWORK ADDITIONS</p>	<p>District: Lee County (Unincorporated) Project: Expiration: 07/21/2019 Valuation: \$0.00 Residential Ductwork Additions: Yes</p>	<p>Commercial Ductwork Additions: No</p>	<p>Commercial Ductwork Additions: No</p>

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

MECH-000677-2019 Status: Issued Application Date: 01/23/2019 Zone: RR RR Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No Subdivision: CAROLINA TRACE Description: RENOVATIONS INTERIOR EXTERIOR FOUNDATION DUE TO FLOOD DAMAGE	Type: Mechanical Workclass: Residential Issue Date: 01/23/2019 Sq Ft: 1,656 New Construction: No FEMA Map Number: 371096600J	District: Lee County (Unincorporated) Project: CAROLINA TRACE Expiration: 07/22/2019 Valuation: \$87,495.00 Building Permit #: BRES-000564-2019 Historic District: NO	Main Address: Parcel: 9660-92-0137-00 Last Inspection: Assigned To: Number of Heat Pump Units: 1 Flood Zone: AE	955 South Rd, BAY Sanford, NC 27332 Finaled Date: Assigned To:
MECH-000679-2019 Status: Complete Application Date: 01/23/2019 Zone: R-20 R-20 Additional Info: Is this a standalone Mechanical Permit?: No Subdivision: Description: GAS PIPING FOR WATER HEATER AND GENERATOR	Type: Mechanical Workclass: Residential Issue Date: 01/23/2019 Sq Ft: 0 New Construction: No	District: Broadway Project: Expiration: 08/05/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9681-59-6336-00 Last Inspection: 02/06/2019 Assigned To: Number of Gas Piping/Pressure Test Units: 2 Commercial Ductwork Additions: No	200 Beale Dr Broadway, NC 27505 Finaled Date: 02/06/2019 Assigned To:
MECH-000685-2019 Status: Issued Application Date: 01/23/2019 Zone: R-20 R-20 Additional Info: Is this a standalone Mechanical Permit?: Yes Chiller Tons: 0 Number of Gas Heating Unit w/ A/C Units: 0 Gas Heating Unit BTUs: 0 Number of Air Conditioning Units: 0 Subdivision: WESTLAKE VALLEY Description: GAS PIPING	Type: Mechanical Workclass: Residential Issue Date: 01/23/2019 Sq Ft: 0 New Construction: No Gas Pack Tons: 0 Refrigeration Tons: 0 Gas Heating Units w/ A/C Unit BTUs: 0 Commercial Ductwork Additions: No	District: Sanford Project: Expiration: 07/23/2019 Valuation: \$0.00 Boiler Tons: 0 Residential Ductwork Additions: No Gas Appliance BTUs: 0 Number of Gas Piping/Pressure Test Units: 1 Number of Heating Units: 0	Main Address: Parcel: 9633-75-2683-00 Last Inspection: 01/24/2019 Assigned To: Items Not Shown: 0 Number of Gas Accessory Units: 0 Number of Gas Logs/Fireplace Units: 0 Number of Heat Pump Units: 0 Canopy Hood Units: 0	2101 Wilkins Dr Sanford, NC 27330 Finaled Date: Assigned To: Number of Changeout Units: 0 Heat Pump Tons: 0 Number of Gas Pack Units: 0 Gas Piping/Pressure Test Units: 0 Commercial Changeout Units: 0
MECH-000689-2019 Status: Complete Application Date: 01/24/2019 Zone: RR RR Additional Info: Is this a standalone Mechanical Permit?: Yes Watershed: LITTLE RIVER / LEE COUNTY Description: GAS PACK	Type: Mechanical Workclass: Residential Issue Date: 01/24/2019 Sq Ft: 0 New Construction: No Subdivision:	District: Lee County (Unincorporated) Project: Expiration: 07/28/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9529-90-6421-00 Last Inspection: 01/29/2019 Assigned To: Number of Gas Pack Units: 1 Commercial Ductwork Additions: No	250 Oakleaf Rd Sanford, NC 27332 Finaled Date: 01/29/2019 Assigned To: Commercial Ductwork Additions: No

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

MECH-000690-2019 Status: Issued Application Date: 01/24/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: Yes Watershed: CAPE FEAR / LEE COUNTY Description: GAS PIPING FOR GENERATOR	Type: Mechanical Workclass: Residential Issue Date: 01/24/2019 Sq Ft: 0 New Construction: No Subdivision: MEDLIN FARMS	District: Lee County (Unincorporated) Project: Expiration: 07/28/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9666-39-0493-00 Last Inspection: 01/29/2019 Number of Gas Piping/Pressure Test Units: 1	4361 Farrell Rd Sanford, NC 27330 Finaled Date: Assigned To: Commercial Ductwork Additions: No
MECH-000691-2019 Status: Issued Application Date: 01/24/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: Yes Subdivision: Description: GAS PIPING FOR GENERATOR	Type: Mechanical Workclass: Residential Issue Date: 01/24/2019 Sq Ft: 0 New Construction: No	District: Lee County (Unincorporated) Project: Expiration: 07/23/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9558-97-5847-00 Last Inspection: Number of Gas Piping/Pressure Test Units: 1	1143 Bailey Thomas Rd Sanford, NC 27332 Finaled Date: Assigned To: Commercial Ductwork Additions: No
MECH-000695-2019 Status: Issued Application Date: 01/24/2019 Zone: R-12 R-12 Residential Mixed Additional Info: Is this a standalone Mechanical Permit?: Yes Subdivision: GUNTER FOREST Description: SINGLE AIR CONDITIONING UNIT 2 TON	Type: Mechanical Workclass: Residential Issue Date: 01/24/2019 Sq Ft: 0 New Construction: No	District: Sanford Project: Expiration: 07/23/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9643-54-9786-00 Last Inspection: Number of Air Conditioning Units: 1	215 Poplar St Sanford, NC 27330 Finaled Date: Assigned To: Commercial Ductwork Additions: No
MECH-000698-2019 Status: Issued Application Date: 01/25/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: No Number of Heat Pump Units: 2 Description: (2) HEATPUMP INSTALL & GAS PIPING (ATTIC & CRAWL)	Type: Mechanical Workclass: Residential Issue Date: 01/25/2019 Sq Ft: 3,345 New Construction: No Commercial Ductwork Additions: No	District: Lee County (Unincorporated) Project: Expiration: 08/10/2019 Valuation: \$270,000.00 Building Permit #: 057 Watershed: CAPE FEAR / LEE COUNTY	Main Address: Parcel: 9666-29-3810-00 Last Inspection: 02/11/2019 Residential Ductwork Additions: No Subdivision: PROVIDENCE LANDING	108 Crosby Ln Sanford, NC 27330 Finaled Date: Assigned To: Number of Gas Piping/Pressure Test Units: 1
MECH-000701-2019 Status: Issued Application Date: 01/25/2019 Zone: R-20 R-20 Additional Info:	Type: Mechanical Workclass: Residential Issue Date: 01/25/2019 Sq Ft: 2,012	District: Sanford ETJ Project: Expiration: 07/24/2019 Valuation: \$135,000.00	Main Address: Parcel: 9622-96-5502-00 Last Inspection:	305 Steel Bridge Rd Sanford, NC 27330 Finaled Date: Assigned To:

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No
 Description: (1) 2.5 TON SHP (10 KW) & (2) 50 CFM BATH FANS & DUCT

New Construction: Yes
 Building Permit #: 116
 Residential Ductwork Additions: No
 Number of Heat Pump Units: 1

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/25/2019
 Sq Ft: 2,056
 Additional Info:
 District: Sanford ETJ
 Project:
 Expiration: 07/24/2019
 Valuation: \$135,000.00

Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No
 Description: (1) 2.5 TON 14 SEER SHP W/ 10KW & (2) 50CFM BATH FANS & DUCT

New Construction: Yes
 Building Permit #: 114
 Residential Ductwork Additions: No
 Number of Heat Pump Units: 1

Main Address:
 Parcel: 9622-96-3393-00
 Last Inspection:
 Assigned To:
 349 Steel Bridge Rd
 Sanford, NC 27330

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/25/2019
 Sq Ft: 2,050
 Additional Info:
 District: Sanford ETJ
 Project:
 Expiration: 07/24/2019
 Valuation: \$135,000.00

Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No
 Description: (1) 2.5 TON 14 SEER SHP W/ 10KW & (2) 50CFM BATH FANS & DUCT

New Construction: No
 Building Permit #: 113
 Residential Ductwork Additions: No
 Number of Heat Pump Units: 1

Main Address:
 Parcel: 9622-96-4433-00
 Last Inspection:
 Assigned To:
 327 Steel Bridge Rd
 Sanford, NC 27330

Type: Mechanical
 Workclass: Residential
 Issue Date: 01/29/2019
 Sq Ft: 0
 Additional Info:
 District: Sanford ETJ
 Project:
 Expiration: 07/31/2019
 Valuation: \$0.00

Is this a standalone Mechanical Permit?: Yes
 Subdivision: PENDERGRASS ESTATES
 Description: 3 TON HEATPUMP INSTALL

New Construction: No
 Commercial Ductwork Additions: No
 Number of Heat Pump Units: 1

Main Address:
 Parcel: 9651-83-7855-00
 Last Inspection:
 Assigned To:
 3518 Lee Ave
 Sanford, NC 27332

Type: Mechanical
 Workclass: Non-Residential
 Issue Date: 01/29/2019
 Sq Ft: 0
 Additional Info:
 District: Sanford
 Project:
 Expiration: 07/28/2019
 Valuation: \$0.00

Is this a standalone Mechanical Permit?: No
 Description: DUCTWORK ADDITIONS

New Construction: No
 Commercial Ductwork Additions: Yes
 Subdivision:

Main Address:
 Parcel: 9634-45-2199-00
 Last Inspection:
 Assigned To:
 2000 Boone Trail Rd
 Sanford, NC 27330

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

MECH-000717-2019 Status: Issued Application Date: 01/29/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: No Flood Zone: AEFW, SHADED X, AE, SHADED X, AE, AE, SHADED X, AE Description: GAS PIPING	Type: Mechanical Workclass: Residential Issue Date: 01/29/2019 Sq Ft: 0 New Construction: No Subdivision:	District: Lee County (Unincorporated) Project: Expiration: 08/14/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9641-25-0146-00 Last Inspection: 02/15/2019 Number of Gas Piping/Pressure Test Units: 1 Commercial Ductwork Additions: No	2308 Tramway Rd Sanford, NC 27330 Finaled Date: Assigned To:
MECH-000719-2019 Status: Complete Application Date: 01/29/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: Yes Subdivision: Description: GAS PIPING	Type: Mechanical Workclass: Residential Issue Date: 01/29/2019 Sq Ft: 0 New Construction: No	District: Lee County (Unincorporated) Project: Expiration: 07/30/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9656-49-7604-00 Last Inspection: 01/31/2019 Number of Gas Piping/Pressure Test Units: 1 Commercial Ductwork Additions: No	3615 Deep River Rd Sanford, NC 27330 Finaled Date: 01/31/2019 Assigned To:
MECH-000720-2019 Status: Issued Application Date: 01/29/2019 Zone: R-14 R-14 Residential Single-Family Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No Description: HEATPUMP PERMIT HAS BEEN TRANSFERRED FROM DESKTOP PERMIT# RES-9-18-32342 PLAN CASE# PRES-8-18-10382	Type: Mechanical Workclass: Residential Issue Date: 01/30/2019 Sq Ft: 2,405 New Construction: No Watershed: DEEP RIVER / LEE COUNTY	District: Sanford Project: Expiration: 07/29/2019 Valuation: \$159,150.00 Building Permit #: BRES000070-2018 Subdivision: WILLOW BROOKE	Main Address: Parcel: 9633-00-6925-00 Last Inspection: Residential Ductwork Additions: No Number of Heat Pump Units: 1	2523 Creek Trl Sanford, NC 27330 Finaled Date: Assigned To:
MECH-000721-2019 Status: Complete Application Date: 01/29/2019 Zone: OI OI Additional Info: Is this a standalone Mechanical Permit?: Yes Commercial Ductwork Additions: No Description: 3.5 TON HEATPUMP / 20 TON GAS PACK INSTALL ADDED TO PERMIT ON 1/30/2019. CK FEE WILL APPLY.	Type: Mechanical Workclass: Non-Residential Issue Date: 01/29/2019 Sq Ft: 0 New Construction: No Historic District: HAWKINS	District: Sanford Project: Expiration: 08/05/2019 Valuation: \$0.00 Gas Pack Tons: 20 Subdivision:	Main Address: Parcel: 9643-60-7903-00 Last Inspection: 02/06/2019 Residential Ductwork Additions: No Heat Pump Tons: 3.5	203 Hawkins Ave Sanford, NC 27330 Finaled Date: 02/06/2019 Assigned To:

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

MECH-000726-2019 Status: Issued Application Date: 01/29/2019 Zone: R-20 R-20 Additional Info: Is this a standalone Mechanical Permit?: Yes Subdivision: WESTLAKE VALLEY Description: 80,000 BTU GAS FURNACE	Type: Mechanical Workclass: Residential Issue Date: 01/29/2019 Sq Ft: 0 New Construction: No	District: Sanford Project: Expiration: 08/07/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9633-64-5187-00 Last Inspection: 02/08/2019 Assigned To: Number of Heating Units: 1	1606 Lord Ashley Dr Sanford, NC 27330 Finaled Date: Assigned To:
MECH-000727-2019 Status: Issued Application Date: 01/29/2019 Zone: RR RR Additional Info: Is this a standalone Mechanical Permit?: Yes Subdivision: CAROLINA TRACE Description: 2 TON SPLIT HEATPUMP & 1 DUCTLESS MINI SPLIT HEATPUMP TO BONUS ROOM	Type: Mechanical Workclass: Residential Issue Date: 01/29/2019 Sq Ft: 0 New Construction: No	District: Lee County (Unincorporated) Project: Expiration: 07/28/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9660-90-5886-00 Last Inspection: Assigned To: Number of Heat Pump Units: 2 Commercial Ductwork Additions: No	391 Back Bay Sanford, NC 27332 Finaled Date: Assigned To:
MECH-000730-2019 Status: Complete Application Date: 01/30/2019 Zone: R-12 R-12 Residential Mixed Additional Info: Is this a standalone Mechanical Permit?: Yes Subdivision: CARTHAGE COLONIES Description: 2.5 TON SINGLE A/C & COIL UNIT INSTALL	Type: Mechanical Workclass: Residential Issue Date: 01/30/2019 Sq Ft: 0 New Construction: No	District: Sanford Project: Expiration: 07/31/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9641-29-1764-00 Last Inspection: 02/01/2019 Assigned To: Number of Air Conditioning Units: 1 Commercial Ductwork Additions: No	852 Golden Horseshoe Ln Sanford, NC 27330 Finaled Date: 02/01/2019 Assigned To:
MECH-000734-2019 Status: Issued Application Date: 01/30/2019 Zone: R-20 R-20 Additional Info: Is this a standalone Mechanical Permit?: Yes Acres: 0.394799 Description: GAS PIPING	Type: Mechanical Workclass: Residential Issue Date: 01/30/2019 Sq Ft: 0 New Construction: No Subdivision:	District: Sanford Project: Expiration: 07/30/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9633-78-4321-00 Last Inspection: 01/31/2019 Assigned To: Number of Gas Piping/Pressure Test Units: 1 Commercial Ductwork Additions: No	1004 Wentworth Ct Sanford, NC 27330 Finaled Date: Assigned To:
MECH-000747-2019 Status: Complete Application Date: 01/31/2019 Zone: R-20 R-20 Additional Info: Is this a standalone Mechanical Permit?: No	Type: Mechanical Workclass: Residential Issue Date: 01/31/2019 Sq Ft: 0 New Construction: No	District: Sanford Project: Expiration: 08/10/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9634-02-0096-00 Last Inspection: 02/11/2019 Assigned To: Number of Gas Piping/Pressure Test Units: 2 Commercial Ductwork Additions: No	1626 Valley Rd Sanford, NC 27330 Finaled Date: 02/12/2019 Assigned To:

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Acres: 3.02322 Power Co.: DUKE Subdivision:

Description: GAS PIPING 2 UNITS 1 WATER HEATER, AND GENERATOR

PERMITS ISSUED FOR MECHANICAL: 80

PLUMBING (NON-RESIDENTIAL)

PLMC-000552-2019
 Status: Issued
 Application Date: 01/08/2019
 Zone: NC NC Neighborhood Commercial
 Sq Ft: 0
 Additional Info:
 Number of Lavatories: 1
 Watershed: DEEP RIVER / LEE COUNTY
 Type: Plumbing (Non-Residential)
 Workclass: Other
 Issue Date: 01/08/2019
 District: Sanford
 Project:
 Expiration: 08/12/2019
 Valuation: \$0.00
 Main Address:
 Parcel: 2702 Caribton Rd
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Chyna Kitt
 Number of Water Closets: 1
 Acres: 1.81629
 Reactivated: No
 Plumber to Install Water & Sewer: No
 Subdivision:

Description: 2 FIXTURES (LAVATORIE AND WATER CLOSET) CUSTOMER ADDED 3 FIXTURES, FLOOR SINK, MOP SINK, AND HAND SINK ON 02/06/2019, FEE WILL APPLY. PH 02/06/2019
 ADDED ANOTHER FIXTURE FOR SEWER LINE ON 02/07/2019, FEES WILL APPLY, PH

PLMC-000578-2019
 Status: Issued
 Application Date: 01/10/2019
 Zone: CBD CBD Central Business
 Additional Info:
 Number of Lavatories: 2
 Plumber to Install Water & Sewer: No
 Watershed: N/A
 Type: Plumbing (Non-Residential)
 Workclass: Other
 Issue Date: 01/10/2019
 District: Broadway
 Project:
 Expiration: 07/09/2019
 Valuation: \$0.00
 Main Address:
 Parcel: 101 Church St
 Broadway, NC 27505
 Finaled Date:
 Assigned To: Chyna Kitt
 Number of Water Closets: 2
 FEMA Map Number: N/A
 Acres: 0.417148
 Number of Water Heaters - Electric: 1
 Flood Zone: N/A
 Reactivated: No
 Subdivision: HARRINGTON

PLMC-000594-2019
 Status: Issued
 Application Date: 01/11/2019
 Zone: HI HI Heavy Industrial
 Additional Info:
 Other: 1
 Acres: 187.989
 Type: Plumbing (Non-Residential)
 Workclass: Other
 Issue Date: 01/24/2019
 District: Lee County (Unincorporated)
 Project:
 Expiration: 07/23/2019
 Valuation: \$0.00
 Main Address:
 Parcel: 3704 Hawkins Ave
 Sanford, NC 27330
 Finaled Date:
 Assigned To:
 Reactivated: No
 Plumber to Install Water & Sewer: No
 Flood Zone: AEFW, SHADED X, SHADED X, AE
 Subdivision: CLARENDON COAL

Description: NEW SEWAGE PUMP ON EXISTING SLAB & ELECTRIC WORK FOR CITY OF SANFORD AT THE ADDRESS FOR LEE BRICK & TILE COMPANY. THIS PERMIT IS BEING PULLED UNDER THE GENERAL CONTRACTING LICENSE #:74658 THAT ALSO SERVES AS A PUBLIC UTILITY LICENSE.

PLMC-000742-2019
 Status: Issued
 Application Date: 01/31/2019
 Zone: C-2 C-2 General Commercial
 Additional Info:
 Number of Lavatories: 1
 Plumber to Install Water & Sewer: No
 Acres: 1.26
 Type: Plumbing (Non-Residential)
 Workclass: Other
 Issue Date: 01/31/2019
 District: Sanford
 Project:
 Expiration: 07/31/2019
 Valuation: \$0.00
 Main Address:
 Parcel: 3104 S Horner Blvd
 Sanford, NC 27332
 Finaled Date:
 Assigned To:
 Number of Water Closets: 1
 Flood Zone: N/A
 Power Co.: DUKE
 Number of Water Heaters - Electric: 1
 Historic District: N/A
 Number of Kitchen Sinks: 1
 Subdivision:
 Reactivated: No
 Watershed: N/A

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Description: 4 FIXTURES (KITCHEN SINK, LAVATORIES, WATER CLOSET, WATER HEATER ELECTRIC)

PERMITS ISSUED FOR PLUMBING (NON-RESIDENTIAL): 4

PLUMBING (RESIDENTIAL)

PLMR-000515-2019
 Status: Issued
 Application Date: 01/02/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Number of Full Baths: 2
 Acres: 0.322069
 Description: PLUMBING OF NEW SFD

Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 01/02/2019
 Sq Ft: 2,078
 Number of Half Baths: 1
 District: Sanford
 Project:
 Expiration: 07/15/2019
 Valuation: \$0.00
 Reactivated: No

Main Address:
 Parcel: 3100 Pasile Ct
 Sanford, NC 27332
 Finaled Date:
 Assigned To: Chyna Kitt

Plumber to Install Water & Sewer: Yes
 Subdivision: ST JAMES PLACE

PLMR-000516-2019
 Status: Issued
 Application Date: 01/02/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Number of Full Baths: 2
 Acres: 0.28491
 Description: PLUMBING OF NEW SFD

Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 01/02/2019
 Sq Ft: 2,076
 Number of Half Baths: 1
 District: Sanford
 Project:
 Expiration: 07/15/2019
 Valuation: \$0.00
 Reactivated: No

Main Address:
 Parcel: 113 St. James Way
 Sanford, NC 27332
 Finaled Date:
 Assigned To: Chyna Kitt

Plumber to Install Water & Sewer: Yes
 Subdivision: ST JAMES PLACE

PLMR-000517-2019
 Status: Issued
 Application Date: 01/02/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Number of Full Baths: 2
 Acres: 0.28503
 Description: PLUMBING OF NEW SFD

Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 01/02/2019
 Sq Ft: 2,033
 Number of Half Baths: 1
 District: Sanford
 Project:
 Expiration: 08/11/2019
 Valuation: \$128,000.00
 Reactivated: No

Main Address:
 Parcel: 109 St. James Way
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Chyna Kitt

Plumber to Install Water & Sewer: Yes
 Subdivision: ST JAMES PLACE

PLMR-000531-2019
 Status: Issued
 Application Date: 01/03/2019
 Zone: R-20 R-20
 Additional Info:
 Reactivated: No
 Number of Bathtubs: 1
 Description: 3 FIXTURES

Type: Plumbing (Residential)
 Workclass: Other
 Issue Date: 01/03/2019
 Sq Ft: 0
 Number of Lavatories: 1
 District: Sanford ETJ
 Project:
 Expiration: 07/06/2019
 Valuation: \$0.00
 Subdivision: CLEARWATER FOREST
 Number of Water Closets: 1

Main Address:
 Parcel: 1531 Clearwater Dr
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Paulette Harmon

Watershed: CAPE FEAR / LEE COUNTY
 Acres: 0.732398

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

PLMR-000534-2019
 Status: Issued
 Application Date: 01/04/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Full Baths: 2
 Description: NEW SFD TRANSFERRED FROM DESKTOP 11/21/2018 PERMIT# 32205 PLAN CASE# PRES-8-18-10386

Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 01/04/2019
 Sq Ft: 2,390
 Reactivated: No

District: Lee County (Unincorporated)
 Project:
 Expiration: 07/08/2019
 Valuation: \$168,880.00

Main Address:
 Parcel: 9694-22-5942-00
 Last Inspection: 01/09/2019

4490 Buckhorn Rd
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Paulette Harmon

Acres: 10.14

Plumber to Install Water & Sewer: Yes
 Subdivision:

PLMR-000535-2019
 Status: Complete
 Application Date: 01/04/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Manufactured Home Double-Wide: 1
 Description: 2018 28'X76' DOUBLE-WIDE MOBILE HOME

Type: Plumbing (Residential)
 Workclass: Manufactured Home
 Issue Date: 01/04/2019
 Sq Ft: 0
 Reactivated: No

District: Lee County (Unincorporated)
 Project:
 Expiration: 07/30/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9547-72-1571-00
 Last Inspection: 01/31/2019

394 Peele Ln
 Sanford, NC 27332
 Finaled Date: 01/31/2019
 Assigned To: Paulette Harmon

Acres: 10.01

Plumber to Install Water & Sewer: No
 Subdivision:

PLMR-000537-2019
 Status: Complete
 Application Date: 01/04/2019
 Zone: R-20 R-20
 Additional Info:
 Number of Sewer Lines: 1
 Description: SEWER LINE

Type: Plumbing (Residential)
 Workclass: Other
 Issue Date: 01/04/2019
 Sq Ft: 0
 Reactivated: No

District: Sanford ETJ
 Project:
 Expiration: 07/06/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9641-87-5425-00
 Last Inspection: 01/07/2019

2504 W Courland Dr
 Sanford, NC 27330
 Finaled Date: 01/07/2019
 Assigned To: Paulette Harmon

Acres: 0.508717

Plumber to Install Water & Sewer: No
 Subdivision: COURTLAND ACRES

PLMR-000558-2019
 Status: Complete
 Application Date: 01/08/2019
 Zone: R-6 R-6
 Additional Info:
 Number of Bathtubs: 1
 Description: BATH TUB INSTALLATION

Type: Plumbing (Residential)
 Workclass: Other
 Issue Date: 01/08/2019
 Sq Ft: 0
 Reactivated: No

District: Sanford
 Project:
 Expiration: 08/07/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9652-61-3180-00
 Last Inspection: 02/08/2019

2642 Applegate Way
 Sanford, NC 27332
 Finaled Date: 02/08/2019
 Assigned To: Chyna Kitt

Acres: 3.43273

Plumber to Install Water & Sewer: No
 Subdivision:

PLMR-000559-2019
 Status: Complete
 Application Date: 01/08/2019
 Zone: R-6 R-6
 Additional Info:
 Number of Bathtubs: 1
 Description: BATH TUB INSTALLATION

Type: Plumbing (Residential)
 Workclass: Other
 Issue Date: 01/08/2019
 Sq Ft: 0
 Reactivated: No

District: Sanford
 Project:
 Expiration: 08/07/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9652-61-3180-00
 Last Inspection: 02/08/2019

2601 Applegate Way
 Sanford, NC 27332
 Finaled Date: 02/08/2019
 Assigned To: Chyna Kitt

Acres: 3.43273

Plumber to Install Water & Sewer: No
 Subdivision:

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

PLMR-000560-2019
 Status: Issued
 Application Date: 01/08/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Full Baths: 3
 Acres: 1.76
 Description: PLUMBING OF NEW SFD

Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 01/08/2019
 Sq Ft: 2,670
 Reactivated: No

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/07/2019
 Valuation: \$203,329.00

Main Address:
 Parcel: 9666-55-0389-00
 Last Inspection: 02/08/2019
 Assigned To: Chyna Kitt

220 Ore Run Ln
 Sanford, NC 27330
 Finalized Date:
 Assigned To: Chyna Kitt

Plumber to Install Water & Sewer: Yes
 Subdivision: COPPER RIDGE EAST
 Watershed: CAPE FEAR / LEE COUNTY

PLMR-000561-2019
 Status: Issued
 Application Date: 01/08/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Number of Full Baths: 2
 Acres: 0.3
 Description: PLUMBING OF NEW SFD

Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 01/08/2019
 Sq Ft: 3,114
 Number of Half Baths: 1
 Reactivated: No

District: Sanford
 Project:
 Expiration: 08/13/2019
 Valuation: \$122,543.00

Main Address:
 Parcel: 9643-45-0146-00
 Last Inspection: 02/14/2019
 Assigned To: Chyna Kitt

912 Little John Ln
 Sanford, NC 27330
 Finalized Date:
 Assigned To: Chyna Kitt

Plumber to Install Water & Sewer: Yes
 Subdivision:
 Reactivated: No

PLMR-000563-2019
 Status: Issued
 Application Date: 01/08/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Number of Full Baths: 2
 Acres: 0.27
 Description: PLUMBING OF NEW SFD

Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 01/08/2019
 Sq Ft: 2,858
 Number of Half Baths: 1
 Reactivated: No

District: Sanford
 Project:
 Expiration: 08/03/2019
 Valuation: \$122,543.00

Main Address:
 Parcel: 9643-44-2973-00
 Last Inspection: 02/04/2019
 Assigned To: Chyna Kitt

1004 Archer Ln
 Sanford, NC 27330
 Finalized Date:
 Assigned To: Chyna Kitt

Plumber to Install Water & Sewer: Yes
 Subdivision:

PLMR-000568-2019
 Status: Issued
 Application Date: 01/09/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Full Baths: 2
 Watershed: LITTLE RIVER / LEE COUNTY
 Description: PLUMBING OF NEW SFD

Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 01/09/2019
 Sq Ft: 3,247
 Number of Half Baths: 1
 Acres: 1.1154
 Reactivated: No

District: Lee County (Unincorporated)
 Project:
 Expiration: 07/16/2019
 Valuation: \$152,672.00

Main Address:
 Parcel: 9547-00-8073-00
 Last Inspection: 01/17/2019
 Assigned To: Chyna Kitt

205 Stella Way
 Cameron, NC 28326
 Finalized Date:
 Assigned To: Chyna Kitt

Plumber to Install Water & Sewer: Yes
 Subdivision: KENWOOD

TRANSFERRED FROM OLD DESKTOP VERSION; PLEASE REFERENCE IN OLD DESKTOP SYSTEM BUILDING PERMIT#:32514

PLMR-000571-2019
 Status: Issued
 Application Date: 01/09/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Full Baths: 2
 Acres: 1.1154
 Description: PLUMBING OF NEW SFD

Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 01/09/2019
 Sq Ft: 2,638
 Number of Half Baths: 1
 Reactivated: No

District: Lee County (Unincorporated)
 Project:
 Expiration: 07/13/2019
 Valuation: \$145,000.00

Main Address:
 Parcel: 9656-12-3418-00
 Last Inspection: 01/14/2019
 Assigned To: Paulette Harmon

2054 Deep River Rd
 Sanford, NC 27330
 Finalized Date:
 Assigned To: Paulette Harmon

Plumber to Install Water & Sewer: Yes
 Subdivision: DEEP RIVER ESTATE
 Watershed: CAPE FEAR / LEE COUNTY

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Acres: 1.29
 Description: PLUMBING OF NEW SFD

PLMR-000580-2019
 Status: Issued
 Application Date: 01/10/2019
 Zone: R-14 R-14 Residential
 Single-Family
 Additional Info:
 Number of Full Baths: 2
 Watershed: DEEP RIVER / LEE COUNTY
 Description: PLUMBING OF NEW SFD

Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 01/10/2019
 Sq Ft: 2,270

Reactivated: No
 Acres: 1.08112

District: Sanford
 Project:
 Expiration: 07/09/2019
 Valuation: \$150,000.00

Main Address:
 Parcel: 9633-01-4364-00
 Last Inspection:
 2532 Creek Trl
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Chyna Kitt

Flood Zone: AE
 Subdivision: WILLOW BROOKE

Acres: 0.38
 Description: PLUMBING OF NEW SFD

PLMR-000581-2019
 Status: Issued
 Application Date: 01/10/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Number of Full Baths: 2
 Description: PLUMBING OF NEW SFD

Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 01/10/2019
 Sq Ft: 1,970

Reactivated: No

District: Sanford
 Project:
 Expiration: 07/09/2019
 Valuation: \$132,250.00

Main Address:
 Parcel: 9651-88-4655-00
 Last Inspection:
 2935 Cornell Dr
 Sanford, NC 27332
 Finaled Date:
 Assigned To: Chyna Kitt

Flood Zone: AE
 Subdivision: SOUTHVIEW

Acres: 0.103148
 Description: PLUMBING NEW SFD

PLMR-000582-2019
 Status: Issued
 Application Date: 01/10/2019
 Zone: RR RR
 Additional Info:
 Number of Full Baths: 2
 Description: PLUMBING NEW SFD

Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 01/10/2019
 Sq Ft: 1,564

Reactivated: No

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/04/2019
 Valuation: \$75,000.00

Main Address:
 Parcel: 9670-01-4206-00
 Last Inspection:
 430 Harbor Trace East
 Sanford, NC 27332
 Finaled Date:
 Assigned To: Chyna Kitt

Flood Zone: AE
 Subdivision: CAROLINA TRACE

Acres: 0.0912509
 Description: PLUMBING OF NEW SFD

PLMR-000583-2019
 Status: Issued
 Application Date: 01/10/2019
 Zone: RR RR
 Additional Info:
 Number of Full Baths: 2
 Description: PLUMBING OF NEW SFD

Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 01/10/2019
 Sq Ft: 1,503

Reactivated: No

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/04/2019
 Valuation: \$109,900.00

Main Address:
 Parcel: 9670-01-3262-00
 Last Inspection:
 428 Harbor Trace East
 Sanford, NC 27332
 Finaled Date:
 Assigned To: Chyna Kitt

Flood Zone: AE
 Subdivision: CAROLINA TRACE

Acres: 0.693963
 Description: PLUMBING OF NEW SFD

PLMR-000584-2019
 Status: Issued
 Application Date: 01/10/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Full Baths: 3
 Subdivision:

Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 01/10/2019
 Sq Ft: 3,884

Number of Half Baths: 1
 Acres: 0.693963

District: Lee County (Unincorporated)
 Project:
 Expiration: 07/09/2019
 Valuation: \$296,640.00

Main Address:
 Parcel: 9611-73-4553-00
 Last Inspection:
 251 Dycus Rd
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Chyna Kitt

Flood Zone: AE
 Subdivision: AE
 Plumber to Install Water & Sewer: Yes

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Description: PLUMBING OF NEW SFD

PLMR-000585-2019
 Status: Issued
 Application Date: 01/10/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Sewer Lines: 1
 Acres: 1.48955

Type: Plumbing (Residential)
 Workclass: Modular
 Issue Date: 01/10/2019
 Sq Ft: 1,859
 Number of Water Lines: 1

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/14/2019
 Valuation: \$152,020.00
 Reactivated: No

Main Address:
 Parcel: 9569-33-2377-00
 Last Inspection: 02/15/2019
 Assigned To: Chyna Kitt

3782 Swann Station Rd
 Sanford, NC 27332
 Finaled Date:
 Assigned To: Chyna Kitt

Plumber to Install Water & Sewer: No
 Subdivision:

Description: PLUMBING OF MODULAR

PLMR-000592-2019
 Status: Issued
 Application Date: 01/11/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Sewer Lines: 1
 Acres: 1.08143

Type: Plumbing (Residential)
 Workclass: Modular
 Issue Date: 01/11/2019
 Sq Ft: 4,517
 Number of Water Lines: 1

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/06/2019
 Valuation: \$275,560.00
 Reactivated: No

Main Address:
 Parcel: 9548-68-4097-00
 Last Inspection: 02/07/2019
 Assigned To:

74 Sandollar Ct
 Sanford, NC 27332
 Finaled Date:
 Assigned To:

Plumber to Install Water & Sewer: No
 Subdivision: PIONEER ESTATES

Description: PLUMBING OF NEW MODULAR HOME TRANSFERRED FROM DESKTOP ON 1/05/2018 PLAN CASE# PRES-8-18-10311 PERMIT# RES-10-18-32558

PLMR-000593-2019
 Status: Issued
 Application Date: 01/11/2019
 Zone: R-20 R-20
 Additional Info:
 Number of Sewer Lines: 1
 Acres: 0.444119

Type: Plumbing (Residential)
 Workclass: Modular
 Issue Date: 01/11/2019
 Sq Ft: 1,280
 Number of Water Lines: 1

District: Sanford
 Project:
 Expiration: 08/13/2019
 Valuation: \$118,000.00
 Reactivated: No

Main Address:
 Parcel: 9651-44-1419-00
 Last Inspection: 02/14/2019
 Assigned To:

3308 Cemetery Rd
 Sanford, NC 27332
 Finaled Date:
 Assigned To:

Plumber to Install Water & Sewer: No
 Subdivision: OLDE JONESBORO

Description: PLUMBING OF NEW 26'-8"X48' PROPOSED OFF-FRAME MODULAR

PLMR-000603-2019
 Status: Complete
 Application Date: 01/14/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Number of Water Lines: 1
 Subdivision: WILLIAMS
 Acres: 0.266884

Type: Plumbing (Residential)
 Workclass: Other
 Issue Date: 01/14/2019
 Sq Ft: 0
 Number of Water Heaters - Gas: 1
 Acres: 0.266884

District: Sanford
 Project:
 Expiration: 07/14/2019
 Valuation: \$0.00
 Number of Gas Pippings: 1

Main Address:
 Parcel: 9651-58-1023-00
 Last Inspection: 01/15/2019
 Assigned To:

2910 Academy St
 Sanford, NC 27332
 Finaled Date: 01/15/2019
 Assigned To:

Plumber to Install Water & Sewer: No
 Reactivated: No

Description: INSTALLING TANKLESS GAS WATER HEATER, A WATER LINE, RUNNING GAS LINE

PLMR-000616-2019
 Status: Issued
 Application Date: 01/15/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:

Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 01/15/2019
 Sq Ft: 2,858
 Valuation: \$122,543.00

District: Sanford
 Project:
 Expiration: 07/30/2019
 Valuation: \$122,543.00

Main Address:
 Parcel: 9643-44-3848-00
 Last Inspection: 01/31/2019
 Assigned To:

1008 Archer Ln
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Number of Full Baths: 2 Acres: 0.42 Description: PLUMBING OF NEW SFD 2 FULL/ 1 HALF BATH	Number of Half Baths: 1 Reactivated: No Plumber to Install Water & Sewer: Yes Subdivision:
PLMR-000617-2019 Status: Issued Application Date: 01/15/2019 Zone: RA RA Residential Agricultural Additional Info: Number of Full Baths: 3 Acres: 2.33 Description: PLUMBING OF NEW SFD 3 FULL BATHS	District: Lee County (Unincorporated) Project: Expiration: 08/03/2019 Valuation: \$203,329.00 Main Address: 162 Rod Sullivan Rd Sanford, NC 27330 Filed Date: Assigned To: Plumber to Install Water & Sewer: Yes Subdivision: COPPER RIDGE EAST Watershed: CAPE FEAR / LEE COUNTY
PLMR-000628-2019 Status: Issued Application Date: 01/16/2019 Zone: RA RA Residential Agricultural Additional Info: Number of Full Baths: 2 Watershed: LITTLE RIVER / LEE COUNTY Description: PLUMBING OF NEW SFD	District: Lee County (Unincorporated) Project: Expiration: 07/16/2019 Valuation: \$137,940.00 Main Address: 110 Eaker Dr Sanford, NC 27330 Filed Date: Assigned To: Plumber to Install Water & Sewer: Yes Subdivision: KENWOOD COUNTY
PLMR-000633-2019 Status: Issued Application Date: 01/16/2019 Zone: CZ CZ Additional Info: Number of Full Baths: 3 Description: PLUMBING OF NEW SFD 3 FUL BATHS PLAN CASE # PRES-10-18-10490	District: Sanford Project: Expiration: 07/15/2019 Valuation: \$325,000.00 Main Address: 124 Rosemont Ln Sanford, NC 27330 Filed Date: Assigned To: Plumber to Install Water & Sewer: No Subdivision: Acres: 0.25
PLMR-000634-2019 Status: Issued Application Date: 01/16/2019 Zone: CZ CZ Additional Info: Number of Full Baths: 3 Description: PLUMBING OF NEW SFD 3 FULL BATHS	District: Sanford Project: Expiration: 07/15/2019 Valuation: \$233,305.00 Main Address: 128 Rosemont Ln Sanford, NC 27330 Filed Date: Assigned To: Plumber to Install Water & Sewer: No Subdivision: Acres: 0.26
PLMR-000650-2019 Status: Complete Application Date: 01/18/2019 Zone: R-20 R-20 Additional Info: Number of Water Heaters - Gas: 1 Number of Gas Pplings: 1	District: Sanford Project: Expiration: 07/23/2019 Valuation: \$0.00 Main Address: 2103 Spring Ln Sanford, NC 27330 Filed Date: Assigned To: Paulette Harmon Reactivated: No Plumber to Install Water & Sewer: No

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Description: INSTALLING A TANKLESS HOT WATER HEATER WITH A WATER LINE AND GAS PIPING

PLMR-000674-2019
Status: Issued
Application Date: 01/22/2019
Zone: RA RA Residential Agricultural
Additional Info:
Reactivated: No
Description: WATER LINE INSTALL

Type: Plumbing (Residential)
Workclass: Other
Issue Date: 01/22/2019
Sq Ft: 0
Plumber to Install Water & Sewer: No
District: Lee County (Unincorporated)
Project:
Expiration: 07/21/2019
Valuation: \$0.00
Subdivision: CYPRESS FARM
Watershed: LITTLE RIVER / LEE COUNTY
Main Address:
Parcel: 9528-13-7923-00
Last Inspection:
Final Date:
Assigned To:
Acres: 9.93782

PLMR-000680-2019
Status: Complete
Application Date: 01/23/2019
Zone: R-20 R-20
Additional Info:
Number of Water Lines: 1
Subdivision: LONGVIEW ACRES
Description: INSTALLING TANKLESS WATER HEATER, WATER LINE AND GAS PIPING

Type: Plumbing (Residential)
Workclass: Other
Issue Date: 01/23/2019
Sq Ft: 0
Number of Water Heaters - Gas: 1
Acres: 0.497348
District: Sanford
Project:
Expiration: 07/23/2019
Valuation: \$0.00
Number of Gas Pippings: 1
Reactivated: No
Plumber to Install Water & Sewer: No

PLMR-000686-2019
Status: Complete
Application Date: 01/23/2019
Zone: R-20 R-20
Additional Info:
Reactivated: No
Description: WATER LINE INSTALL

Type: Plumbing (Residential)
Workclass: Other
Issue Date: 01/23/2019
Sq Ft: 0
Plumber to Install Water & Sewer: No
District: Sanford
Project:
Expiration: 07/29/2019
Valuation: \$0.00
Subdivision: COLONIAL ACRES
Acres: 0.49773

PLMR-000725-2019
Status: Issued
Application Date: 01/29/2019
Zone: RAMH RAMH
Additional Info:
Number of Water Lines: 1
Acres: 2.14518
Description: INSTALL WATER LINE

Type: Plumbing (Residential)
Workclass: Other
Issue Date: 01/29/2019
Sq Ft: 0
Reactivated: No
District: Lee County (Unincorporated)
Project:
Expiration: 07/28/2019
Valuation: \$0.00
Plumber to Install Water & Sewer: No
Subdivision: B M KELLY
Main Address:
Parcel: 9528-04-9396-00
Last Inspection:
Final Date:
Assigned To:
Watershed: LITTLE RIVER / LEE COUNTY

PLMR-000731-2019
Status: Issued
Application Date: 01/30/2019
Zone: RR RR
Additional Info:
Number of Full Baths: 2
Power Co.: DUKE

Type: Plumbing (Residential)
Workclass: New
Issue Date: 01/30/2019
Sq Ft: 2,280
Reactivated: No
District: Lee County (Unincorporated)
Project:
Expiration: 07/29/2019
Valuation: \$197,094.00
Plumber to Install Water & Sewer: Yes
Subdivision: CAROLINA TRACE
Main Address:
Parcel: 9670-29-0134-00
Last Inspection:
Final Date:
Assigned To:
Acres: 0.226842

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Description: NEW SFD

PLMR-000732-2019
 Status: Issued
 Application Date: 01/30/2019
 Zone: RR RR
 Additional Info:
 Reactivated: No
 Subdivision: CAROLINA TRACE
 Description: RENOVATIONS INTERIOR FOUNDATION DUE TO FLOOD DAMAGE

Type: Plumbing (Residential)
 Workclass: Other
 Issue Date: 01/30/2019
 Sq Ft: 1,656

Plumber to Install Water & Sewer: No
 Watershed: NO

District: Lee County (Unincorporated)
 Project: CAROLINA TRACE
 Expiration: 07/29/2019
 Valuation: \$87,495.00

FEMA Map Number: 371096600J
 Acres: 0.126925

Main Address:
 Parcel: 9660-92-0137-00
 Last Inspection:

Flood Zone: AE

955 South Rd. BAY
 Sanford, NC 27332
 Finaled Date:
 Assigned To:
 Historic District: NO

PLMR-000743-2019
 Status: Issued
 Application Date: 01/31/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Manufactured Home Double-Wide: 1
 Acres: 3.4132
 Description: 2018 28'X60' DOUBLE-WIDE SET-UP

Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 01/31/2019
 Sq Ft: 0

Plumber to Install Water & Sewer: No
 Reactivated: No
 Power Co.: DUKE

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/10/2019
 Valuation: \$0.00

Plumber to Install Water & Sewer: Yes
 Flood Zone: AE

Main Address:
 Parcel: 9569-05-0502-00
 Last Inspection: 02/11/2019

93 Leons Way
 Sanford, NC 27332
 Finaled Date:
 Assigned To:
 Subdivision: JUNIPER CREEK PLANTATION

PLMR-000744-2019
 Status: Issued
 Application Date: 01/31/2019
 Zone: RR RR
 Additional Info:
 Reactivated: No
 Description: RESIDENTIAL MODULAR PLAN CASE# PRES-4-18-9954

Type: Plumbing (Residential)
 Workclass: Modular
 Issue Date: 01/31/2019
 Sq Ft: 1,936

Plumber to Install Water & Sewer: No
 Reactivated: No

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/12/2019
 Valuation: \$155,000.00

Subdivision:

Acres: 1.8289

Main Address:
 Parcel: 9625-83-7377-00
 Last Inspection: 02/13/2019

418 Cummock Rd
 Sanford, NC 27330
 Finaled Date:
 Assigned To:
 Power Co.: DUKE

PLMR-000745-2019
 Status: Issued
 Application Date: 01/31/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Manufactured Home Single-Wide: 1
 Acres: 2.80061
 Description: 2019 14'X66' SINGLE-WIDE SET UP

Type: Plumbing (Residential)
 Workclass: Manufactured Home
 Issue Date: 01/31/2019
 Sq Ft: 0

Plumber to Install Water & Sewer: No
 Reactivated: No
 Power Co.: CEMC

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/13/2019
 Valuation: \$0.00

Plumber to Install Water & Sewer: No
 Subdivision: CAMPBELL, J BROWN

Main Address:
 Parcel: 9663-51-2540-00
 Last Inspection: 02/14/2019

1149 Pumping Station Rd
 Sanford, NC 27330
 Finaled Date:
 Assigned To:
 Watershed: CAPE FEAR / LEE COUNTY

PLMR-000752-2019
 Status: Issued
 Application Date: 01/31/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Number of Full Baths: 2
 Acres: 0.42

Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 01/31/2019
 Sq Ft: 2,671

Number of Half Baths: 1
 Reactivated: No

District: Sanford
 Project:
 Expiration: 08/06/2019
 Valuation: \$122,543.00

Plumber to Install Water & Sewer: Yes
 Subdivision:

Main Address:
 Parcel: 9643-44-3848-00
 Last Inspection: 02/07/2019

1006 Archer Ln.
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Description: 2 FULL BATHS/ 1 HALF BATH

PERMITS ISSUED FOR PLUMBING (RESIDENTIAL): 39



SIGN-000433-2018

Status: Issued
 Application Date: 12/14/2018
 Zone: C-2 C-2 General Commercial
 Additional Info:
 Awning: No
 Directory: No
 Multiple Business: No
 Wall: Yes
 Description: 1 GROUND SIGN AND 1 WALL SIGN
 PLAN CASE # SIGN-000120-2018

Type: Sign
 Workclass: New
 Issue Date: 01/15/2019
 Sq Ft: 0
 Banner (Temporary): No
 Free Standing Ground: Yes
 Parapet: No
 Number of Signs: 2

District: Sanford
 Project:
 Expiration: 07/15/2019
 Valuation: \$0.00

Main Address:
 Parcel: 1764 Bragg St
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Paulette Harmon

Billboard: No
 Identification: No
 Permanent: No
 Subdivision:
 Canopy: No
 Lighted: No
 Pylon: No
 Acres: 2.68759

Construction: No
 Monument: No
 Temporary: No

SIGN-000480-2018

Status: Issued
 Application Date: 12/20/2018
 Zone: HC HC Highway Commercial ct
 Additional Info:
 Awning: No
 Directory: No
 Multiple Business: No
 Wall: No
 Description: 1 MONUMENT SIGN

Type: Sign
 Workclass: New
 Issue Date: 01/03/2019
 Sq Ft: 0
 Banner (Temporary): No
 Free Standing Ground: No
 Parapet: No
 Number of Signs: 1

District: Lee County (Unincorporated)
 Project:
 Expiration: 07/02/2019
 Valuation: \$0.00

Main Address:
 Parcel: 283 Harvey Faulk Rd
 Sanford, NC 27332
 Finaled Date:
 Assigned To: Paulette Harmon

Billboard: No
 Identification: No
 Permanent: No
 Subdivision:
 Canopy: No
 Lighted: No
 Pylon: No
 Acres: 23.1

Construction: No
 Monument: Yes
 Temporary: No

SIGN-000487-2018

Status: Issued
 Application Date: 12/21/2018
 Zone: R-20 R-20
 Additional Info:
 Awning: No
 Directory: No
 Multiple Business: No
 Wall: Yes
 Description: 1 WALL SIGN

Type: Sign
 Workclass: New
 Issue Date: 01/03/2019
 Sq Ft: 0
 Banner (Temporary): No
 Free Standing Ground: No
 Parapet: No
 Number of Signs: 1

District: Sanford
 Project:
 Expiration: 07/02/2019
 Valuation: \$0.00

Main Address:
 Parcel: 2919 Beechtree Dr
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Paulette Harmon

Billboard: No
 Identification: No
 Permanent: No
 Subdivision:
 Canopy: No
 Lighted: No
 Pylon: No
 Acres: 17.95

Construction: No
 Monument: No
 Temporary: No

SIGN-000532-2019

Status: Issued
 Application Date: 01/04/2019
 Zone: C-2 C-2 General Commercial
 Additional Info:
 Awning: No
 Banner (Temporary): No

Type: Sign
 Workclass: New
 Issue Date: 01/28/2019
 Sq Ft: 0

District: Sanford
 Project:
 Expiration: 07/31/2019
 Valuation: \$0.00

Main Address:
 Parcel: 1909 Pendergrass Rd
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Chyna Kitt

Billboard: No

Construction: No

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

Directory: No **Free Standing Ground:** Yes **Identification:** No **Lighted:** Yes **Monument:** No
Multiple Business: No **Parapet:** No **Permanent:** No **Pylon:** No **Temporary:** No
Wall: No **Number of Signs:** 4 **Total Signage on Premises (SQ.FT.):** 60 **Subdivision:** **Acres:** 1.9495

Power Co.: DUKE

Description: (4) MENU BOARDS (LIGHTED, FREE-STANDING GROUND)

SIGN-000533-2019
Status: Issued **Type:** Sign **District:** Sanford **Main Address:** 1001 Spring Ln
Application Date: 01/04/2019 **Workclass:** New **Project:** Parcel: 9643-02-7273-00 **Sanford, NC 27330**
Zone: HC HC Highway Commercial ct **Issue Date:** 01/28/2019 **Expiration:** 07/30/2019 **Finished Date:**
Additional Info: **Sq Ft:** 0 **Valuation:** \$0.00 **Assigned To:** Chyna Kitt
Awning: No **Billboard:** No **Canopy:** No **Construction:** No
Directory: No **Free Standing Ground:** Yes **Identification:** No **Lighted:** Yes **Monument:** No
Multiple Business: No **Parapet:** No **Permanent:** No **Pylon:** No **Temporary:** No
Wall: No **Number of Signs:** 4 **Total Signage on Premises (SQ.FT.):** 60 **Subdivision:** **Acres:** 1.66594

Description: (4) MENU BOARDS (LIGHTED, FREE-STANDING GROUND)

SIGN-000536-2019
Status: Issued **Type:** Sign **District:** Sanford **Main Address:** 2502 S Homer Blvd
Application Date: 01/04/2019 **Workclass:** New **Project:** Parcel: 9652-62-5091-00 **Sanford, NC 27332**
Zone: C-2 C-2 General Commercial **Issue Date:** 01/28/2019 **Expiration:** 08/03/2019 **Finished Date:**
Additional Info: **Sq Ft:** 0 **Valuation:** \$0.00 **Assigned To:** Chyna Kitt
Awning: No **Billboard:** No **Canopy:** No **Construction:** No
Directory: No **Free Standing Ground:** Yes **Identification:** No **Lighted:** Yes **Monument:** No
Multiple Business: No **Parapet:** No **Permanent:** No **Pylon:** No **Temporary:** No
Wall: No **Number of Signs:** 4 **Subdivision:** **Acres:** 0.47

Description: (4) MENU BOARDS (LIGHTED, FREE-STANDING GROUND)

SIGN-000631-2019
Status: Issued **Type:** Sign **District:** Sanford **Main Address:** 1920 S Homer Blvd
Application Date: 01/16/2019 **Workclass:** New **Project:** Parcel: 9652-43-3881-00 **Sanford, NC 27330**
Zone: C-2 C-2 General Commercial **Issue Date:** 01/16/2019 **Expiration:** 07/15/2019 **Finished Date:**
Additional Info: **Sq Ft:** 0 **Valuation:** \$0.00 **Assigned To:**
Awning: No **Billboard:** No **Canopy:** No **Construction:** No
Directory: No **Free Standing Ground:** No **Identification:** No **Lighted:** No **Monument:** No
Multiple Business: No **Parapet:** No **Permanent:** No **Pylon:** No **Temporary:** No
Wall: Yes **Number of Signs:** 1 **Surface Area (SQ.FT.):** 31.09 **Tenant/Bldg Front (LN.FT.):** 0
Subdivision: **Acres:** 7.4137 **Total Signage on Premises (SQ.FT.):** 31.09

Description: (1) WALL SIGN

PERMITS ISSUED BY TYPE (01/01/2019 TO 01/31/2019)

SIGN-000704-2019

Status: Issued

Application Date: 01/25/2019

Zone: R-12 R-12 Residential Mixed

Additional Info:

Awning: No

Directory: No

Multiple Business: No

Wall: No

Description: DOUBLE-SIDED MONUMENT SIGN FOR CAROLINA CHRISTIAN ACADEMY

Type: Sign

Workclass: New

Issue Date: 01/25/2019

Sq Ft: 0

Banner (Temporary): No

Free Standing Ground: No

Parapet: No

Number of Signs: 1

District: Sanford

Project:

Expiration: 07/24/2019

Valuation: \$0.00

Billboard: No

Identification: No

Permanent: No

Subdivision:

115 N Seventh St

Sanford, NC 27330

Filed Date:

Assigned To:

Construction: No

Monument: Yes

Temporary: No

Canopy: No

Lighted: No

Pylon: No

Acres: 0.314865

PERMITS ISSUED FOR SIGN: 8

GRAND TOTAL OF PERMITS: 235

Permits Monthly Report
From 2/1/2019 To 2/28/2019

Electrical Permit

Residential New

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
ELEC-2-19-32739	1848 CLEARWATER DR SANFORD,NC 27330-	0	0	2/05/2019	WESTER & PACE ELECTRIC INC	(919)499-3946	LACY OLDHAM III	City of Sanford	
ELEC-2-19-32743	704 RUSSELL ST SANFORD,NC 27330-	0	0	2/12/2019	ALLMAN ELECTRIC	(910)485-8617	ROBERTO & ROSA PERE	City of Sanford	

Number of Electrical Permit: 2

Valuation Total: \$0.00

Permits Monthly Report
From 2/1/2019 To 2/28/2019

Mechanical Permit

Commercial

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
MECH-2-19-32746	700 ROD SULLIVAN RD SANFORD,NC 27330-	0	0	2/26/2019	MODERN MECHANICAL HVAC LLC	(919)934-1851	ROBERT HEUTS	Lee County	HRF
MECH-2-19-32747	701 ROD SULLIVAN RD SANFORD,NC 27330-	0	0	2/27/2019	SURETEMP MECHANICAL	919-770-4120	ROBERT HEUTS	Lee County	

Residential

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
MECH-2-19-32738	823 PENDERGRASS RD SANFORD,NC 27330-	0	0	2/04/2019	BITTING ELECTRIC INC	(919)467-9417	WILLIAM EDWARD COGG	Lee County	HRF
MECH-2-19-32740	704 RUSSELL ST SANFORD,NC 27330-	0	0	2/07/2019	SANDHILLS HEATING & REFRIGERATION	(910)944-1086	ROBERTO & ROSA PERE	City of Sanford	
MECH-2-19-32741	5871 LOWER MONCURE R SANFORD,NC 27330-	0	0	2/09/2019	JOHNNY MABE	(910)987-4756	THOMAS ELFONT	Lee County	
MECH-2-19-32742	608 PICKARD RD SANFORD,NC 27330-	0	0	2/11/2019	DICKERSON HEARTH PRODUCTS, INC.	(919)872-6770	JEREMY FAYER	Lee County	
MECH-2-19-32744	101 TVOLA ST SANFORD,NC 27330-	0	0	2/15/2019	CERTIFIED HEATING & AIR CONDITIONING	(910)858-0000	RONALD MCCLOSKEY	City of Sanford	

Number of Mechanical Permit: 7

Valuation Total: \$0.00

Permits Monthly Report
From 2/1/2019 To 2/28/2019

Sprinkler Permit

Fire Alarm

Permit #	Location	Sq. Ft.	Valuation	Issued	Contractor	Phone	Owner	District	HRF
SPRK-2-19-32745	900 VANCE ST S SANFORD, NC 27330-	0	0	2/15/2019	PATTERSON GROUP SERVICES INC.	(919)776-2403	COUNTY OF LEE	City of Sanford	

Number of Sprinkler Permit: 1

Valuation Total: \$0.00

Grand Totals:

0 sq ft \$0.00 Total Permits Issued: 10



**PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)
FOR SANFORD/LEE COUNTY/ BROADWAY**

BUILDING (NON-RESIDENTIAL)

BLDC-000683-2019

Status: Issued
 Application Date: 01/23/2019
 Zone: OI OI
 Additional Info:
 Fire Plan Review Required: No
 Subdivision:
 Private Sewer: No
 Description: INTERIOR RENOVATIONS

Type: Building (Non-Residential)
 Workclass: Other
 Issue Date: 02/01/2019
 Sq Ft: 0
 Construction Type: V-A
 Watershed: N/A
 Corner Lot: No

District: Sanford
 Project:
 Expiration: 07/31/2019
 Valuation: \$47,856.00

Main Address:
 Parcel: 9642-48-7869-00
 Last Inspection:
 Assigned To: Paulette Harmon

106 Hillcrest Dr
 Sanford, NC 27330
 Flood Zone: N/A
 Public Sewer: Yes
 Private Well: No

BLDC-000718-2019

Status: Issued
 Application Date: 01/29/2019
 Zone: C-2 C-2 General Commercial
 Additional Info:
 Number of Bathrooms: 1
 Public Water: Yes
 Acres: 8.03311
 Description: PROPOSED NEW TENANT TO OPEN SMOOTHING SHOP. INTERIOR UPFIT TO INCLUDE REMOVAL OF A WALL, ADD A BAR WITH SEATING, PREP AREA, PLUMBING, AND FREEZER/FRIDGE

Type: Building (Non-Residential)
 Workclass: Alteration
 Issue Date: 02/21/2019
 Sq Ft: 0
 Corner Lot: No
 Reactivated: No
 Power Co.: DUKE

District: Sanford
 Project:
 Expiration: 08/20/2019
 Valuation: \$32,085.00
 Private Sewer: No
 Fire Plan Review Required: No
 Number of Stories: 1

Main Address:
 Parcel: 9631-44-6655-00
 Last Inspection:
 Assigned To:
 Public Sewer: Yes
 Construction Type: V-A
 Subdivision:

2262 S Jefferson Davis Hwy
 Sanford, NC 27330
 Flood Zone: N/A
 Public Sewer: Yes
 Private Well: No

BLDC-000723-2019

Status: Issued
 Application Date: 01/29/2019
 Zone: LI LI Light Industrial
 Additional Info:
 Public Sewer: Yes
 Historic District: N/A
 Acres: 4.71933
 Description: REPAIRS TO BUILDING #4 FROM PRIOR STORM DAMAGE

Type: Building (Non-Residential)
 Workclass: Other
 Issue Date: 02/08/2019
 Sq Ft: 0
 Public Water: Yes
 FEMA Map Number: N/A
 Power Co.: DUKE

District: Sanford
 Project:
 Expiration: 08/07/2019
 Valuation: \$147,000.00
 Reactivated: No
 Flood Zone: N/A
 Private Sewer: No

Main Address:
 Parcel: 9652-83-0237-00
 Last Inspection:
 Assigned To:
 Fire Plan Review Required: No
 Subdivision:
 Corner Lot: No

807 E Main St
 Sanford, NC 27330
 Flood Zone: N/A
 Construction Type: V-A
 Watershed: N/A
 Private Well: No

BLDC-000729-2019

Status: Issued
 Application Date: 01/30/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Public Sewer: Yes
 Reactivated: No
 Subdivision:

Type: Building (Non-Residential)
 Workclass: New
 Issue Date: 02/22/2019
 Sq Ft: 917
 Private Well: No
 Fire Plan Review Required: No
 Watershed: CAPE FEAR / LEE COUNTY

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/21/2019
 Valuation: \$2,700,689.00
 Public Water: Yes
 Construction Type: V-A
 Acres: 4.53

Main Address:
 Parcel: 9676-20-6233-00
 Last Inspection:
 Assigned To: Chryna Kitt

4348 Lower Moncure Rd
 Sanford, NC 27330
 Flood Zone: AE
 Corner Lot: No

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Private Sewer: No

Description: SEWER PUMP STATION - PROPOSED TO DEVELOP SEWER PUMP STATION FOR THE USE OF UTILITY LINES FOR MONCURE MEGA SITE SEWER EXTENSION PROJECT. SITE IS LOCATED IN THE FLOODPLAIN AND ELEVATION CERT IS ON FILE.

BLDC-000854-2019
 Status: Issued
 Application Date: 02/12/2019
 Zone: C-2 C-2 General Commercial
 Additional Info:
 Reactivated: No
 Watershed: N/A
 Public Sewer: No
 Description: REPLACING DAMAGED DOOR AND CMU BLOCKS ON REAR LEFT SIDE OF BUILDING FROM TRUCK ACCIDENT. WILL BE REPAINTING DOOR AND BLOCKS TO MATCH EXISTING OFF WHITE COLOR.

Type: Building (Non-Residential)
 Workclass: Alteration
 Issue Date: 02/25/2019
 Sq Ft: 0
 Fire Plan Review Required: No
 Acres: 0.995771
 Corner Lot: No
 District: Sanford
 Project:
 Expiration: 08/24/2019
 Valuation: \$6,250.00
 Historic District: N/A
 Power Co.: DUKE
 Private Sewer: No
 Flood Zone: N/A
 Private Well: No
 Subdivision: N/A
 Public Water: No

Main Address: 2031 S Homer Blvd
 Parcel: 9652-54-1086-00
 Last Inspection:
 Assigned To:

BLDC-000886-2019
 Status: Issued
 Application Date: 02/15/2019
 Zone: C-2 C-2 General Commercial
 Additional Info:
 Public Water: No
 Acres: 0.52
 Private Sewer: No
 Description: PROPOSED TO REPLACE SIDE 'PAYING WINDOW' WITH A ENTRANCE/EXIT DOOR FOR PEOPLE AT THE GAS PUMP. DOOR HAS SILVER METAL FRAME AND IS MAINLY GLASS.

Type: Building (Non-Residential)
 Workclass: Other
 Issue Date: 02/21/2019
 Sq Ft: 0
 Reactivated: No
 Power Co.: DUKE
 District: Sanford
 Project:
 Expiration: 08/20/2019
 Valuation: \$900.00
 Fire Plan Review Required: No
 Public Sewer: No
 Construction Type: V-A
 Corner Lot: No
 Main Address: 810 Hawkins Ave
 Parcel: 9643-64-4015-00
 Last Inspection:
 Assigned To:

PERMITS ISSUED FOR BUILDING (NON-RESIDENTIAL): 6

BUILDING (RESIDENTIAL)

BRES-000486-2018
 Status: Issued
 Application Date: 12/21/2018
 Zone: RR RR
 Additional Info:
 Construction Type: V-A
 Fire Plan Review Required: No
 Description: INTERIOR RENOVATIONS

Type: Building (Residential)
 Workclass: Renovations
 Issue Date: 02/18/2019
 Sq Ft: 0
 Basement: No
 Flood Zone: AEFW, SHADED X, AE
 District: Sanford
 Project:
 Expiration: 09/01/2019
 Valuation: \$30,000.00
 Building Occupancy: Residential
 Subdivision:
 Main Address: 2024 Boone Trail Rd
 Parcel: 9634-46-0144-00
 Last Inspection: 03/05/2019
 Assigned To: Paulette Harmon
 Existing Utilities: Private Sewer System, Public Water

BRES-000553-2019
 Status: Issued
 Application Date: 01/08/2019
 Zone: R-20 R-20
 Additional Info:
 Construction Type: V-A
 Existing Utilities: Public Sewer, Public Water
 Fire Plan Review Required: No

Type: Building (Residential)
 Workclass: Accessory Structure
 Issue Date: 02/22/2019
 Sq Ft: 240
 Basement: No
 Flood Zone: AEFW, SHADED X, AE
 District: Sanford
 Project:
 Expiration: 08/21/2019
 Valuation: \$9,000.00
 Building Occupancy: Residential
 Subdivision: MCIVER PARK
 Main Address: 514 Brinn Dr
 Parcel: 9643-21-2493-00
 Last Inspection:
 Assigned To: Chyna Kift
 Power Supplier: Duke Energy (800) 452-2777
 Power Co.: DUKE

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Description: PROPOSED 12' X 20' SHED TO BE PLACED IN BACKYARD.

BRES-000589-2019
 Status: Issued
 Application Date: 01/10/2019
 Zone: RR RR
 Additional Info:
 Construction Type: V-A
 Heated Square Footage: 0
 Corner Lot: No
 Acres: 0.39

Type: Building (Residential)
 Workclass: Renovations
 Issue Date: 02/14/2019
 Sq Ft: 0
 Basement: No
 Unheated Square Footage: 0
 Power Supplier: Duke Energy (800) 452-2777

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/20/2019
 Valuation: \$32,411.00
 Number of Stories: 1
 Porch/Deck Square Footage: 0
 Existing Utilities:
 Number of Bathrooms: 2
 Road Frontage (FT.): 0
 Fire Plan Review Required: No

Main Address:
 Parcel: 9661-71-0868-00
 Last Inspection: 02/21/2019
 Assigned To: Chyna Kitt
 Building Occupancy: Residential
 Lot Number: 681
 Subdivision: CAROLINA TRACE

Description: INTERIOR RENOVATION OF EXISTING SFD

BRES-000642-2019
 Status: Issued
 Application Date: 01/17/2019
 Zone: RR RR
 Additional Info:
 Construction Type: V-A
 Lot Number: NO REF
 Subdivision:

Type: Building (Residential)
 Workclass: Modular
 Issue Date: 02/05/2019
 Sq Ft: 3,488
 Basement: No
 Corner Lot: No
 Watershed: LITTLE RIVER / LEE COUNTY

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/17/2019
 Valuation: \$220,200.00
 Number of Stories: 1.5
 Power Supplier: Duke Energy (800) 452-2777
 Acres: 4.23728

Main Address:
 Parcel: 9529-90-0823-00
 Last Inspection: 02/18/2019
 Assigned To: Paulette Harmon
 Building Occupancy: Residential
 Proposed Utilities: Private Sewer System, Public Water

Description: OFF FRAME MODULAR

BRES-000706-2019
 Status: Issued
 Application Date: 01/28/2019
 Zone: R-20 R-20
 Additional Info:
 Construction Type: V-A
 Porch/Deck Square Footage: 224
 Fire Plan Review Required: No
 Description: 22'X8' SCREENED PORCH ON EXISTING PATIO

Type: Building (Residential)
 Workclass: Addition
 Issue Date: 02/01/2019
 Sq Ft: 224
 Basement: No
 Lot Number: 13 SEC A
 Subdivision:

District: Broadway
 Project:
 Expiration: 07/31/2019
 Valuation: \$25,938.75
 Number of Stories: 2
 Corner Lot: No
 Acres: 0.53

Main Address:
 Parcel: 9681-67-0875-00
 Last Inspection: 03/04/2019
 Assigned To: Chyna Kitt
 Building Occupancy: Residential
 Existing Utilities: , Public Sewer, Public Water

BRES-000768-2019
 Status: Issued
 Application Date: 02/04/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Construction Type: V-A
 Existing Utilities: Private Sewer System, Fire Plan Review Required: No
 Public Water
 Description: 12'X12' REAR DECK

Type: Building (Residential)
 Workclass: Addition
 Issue Date: 02/07/2019
 Sq Ft: 0
 Basement: No

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/07/2019
 Valuation: \$0.00
 Building Occupancy: Residential
 Porch/Deck Square Footage: 144
 Corner Lot: No

Main Address:
 Parcel: 9569-33-2377-00
 Last Inspection: 02/08/2019
 Assigned To: Paulette Harmon

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

BRES-000770-2019
 Status: Issued
 Application Date: 02/04/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Construction Type: V-A
 Flood Zone: AE
 Description: NEW SFD

Type: Building (Residential)
 Workclass: New
 Issue Date: 02/25/2019
 Sq Ft: 4,767
 Basement: No
 Subdivision:
 Building Occupancy: Residential
 Watershed: DEEP RIVER / LEE COUNTY
 Corner Lot: No
 Acres: 174.615
 Fire Plan Review Required: No
 Power Co.: CEMC

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/24/2019
 Valuation: \$365,000.00
 Main Address:
 Parcel: 9614-73-4648-00
 Last Inspection:
 Assigned To: Paulette Harmon

1800 Horseman Ridge Ln
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Paulette Harmon

BRES-000765-2019
 Status: Issued
 Application Date: 02/05/2019
 Zone: R-20 R-20
 Additional Info:
 Construction Type: V-A
 Corner Lot: No
 Power Co.: DUKE
 Description: 18'X26' ACCESSORY STRUCTURE

Type: Building (Residential)
 Workclass: Accessory Structure
 Issue Date: 02/13/2019
 Sq Ft: 468
 Basement: No
 Existing Utilities: Public Sewer, Public Water
 Number of Stories: 1
 Fire Plan Review Required: No
 Building Occupancy: Utility
 Subdivision: WESTLAKE VALLEY
 Lot Number: 83
 Acres: 0.702439

District: Sanford
 Project:
 Expiration: 08/27/2019
 Valuation: \$30,000.00
 Main Address:
 Parcel: 9633-57-9431-00
 Last Inspection: 02/28/2019
 Assigned To: Paulette Harmon

2419 Lakeland Dr
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Paulette Harmon

BRES-000794-2019
 Status: Issued
 Application Date: 02/06/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Construction Type: V-A
 Porch/Deck Square Footage: 308
 Subdivision: WOMBLE CREEK ESTATES
 Description: 14'X22' COVERED PORCH ADDITION

Type: Building (Residential)
 Workclass: Addition
 Issue Date: 02/08/2019
 Sq Ft: 0
 Basement: No
 Lot Number: 1
 Watershed: CAPE FEAR / LEE COUNTY
 Number of Bathrooms: 2.5
 Existing Utilities: Private Sewer System, Fire Plan Review Required: No
 Private Well
 Power Co.: CEMC
 Building Occupancy: Residential

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/24/2019
 Valuation: \$0.00
 Number of Stories: 2
 Corner Lot: No
 Acres: 4.4239
 Main Address:
 Parcel: 9677-53-3236-00
 Last Inspection: 02/25/2019
 Assigned To: Paulette Harmon

5495 Lower River Rd
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Paulette Harmon

BRES-000796-2019
 Status: Issued
 Application Date: 02/06/2019
 Zone: R-20 R-20
 Additional Info:
 Construction Type: V-A
 Lot Number: 3
 Acres: 0.982279
 Description: 14'X16 ADDITION ALONG WITH A 14'X16' DECK

Type: Building (Residential)
 Workclass: Addition
 Issue Date: 02/07/2019
 Sq Ft: 0
 Basement: No
 Corner Lot: No
 Power Co.: DUKE
 Building Occupancy: Residential
 Existing Utilities: Public Sewer, Public Water
 Heated Square Footage: 224
 Fire Plan Review Required: No
 Porch/Deck Square Footage: 224
 Subdivision: WESTLAKE VALLEY

District: Sanford
 Project:
 Expiration: 08/27/2019
 Valuation: \$23,520.00
 Main Address:
 Parcel: 9633-74-0956-00
 Last Inspection: 02/28/2019
 Assigned To: Paulette Harmon

1312 Gornly Cir
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Paulette Harmon

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

BRES-000802-2019	Type: Building (Residential) Workclass: New	District: Sanford Project: 9633-57-9431-00	Main Address: 2419 Lakeland Dr Sanford, NC 27330
Status: Issued	Issue Date: 02/13/2019	Expiration: 09/04/2019	Final Date: 03/08/2019
Application Date: 02/06/2019	Sq Ft: 3,646	Valuation: \$300,000.00	Assigned To: Paulette Harmon
Zone: R-20 R-20	Basement: No	Number of Stories: 2	Building Occupancy: Residential
Additional Info:	Corner Lot: No	Existing Utilities: Public Sewer, Public Water	Subdivision: WESTLAKE VALLEY
Construction Type: V-A	Power Co.: DUKE	Number of Bathrooms: 2.5	Fire Plan Review Required: No
Lot Number: 83			
Acres: 0.702439			
Description: NEW SFD			
BRES-000807-2019	Type: Building (Residential) Workclass: Accessory Structure	District: Sanford Project: 9651-48-0184-00	Main Address: 606 Frazier Dr Sanford, NC 27332
Status: Complete	Issue Date: 02/08/2019	Expiration: 08/12/2019	Final Date: 02/13/2019
Application Date: 02/07/2019	Sq Ft: 160	Valuation: \$3,000.00	Assigned To: Chyna Kitt
Zone: R-12 R-12 Residential Mixed	Basement: No	Number of Stories: 1	Unheated Square Footage: 0
Additional Info:	Power Supplier: Duke Energy (800) 452-2777	Existing Utilities: Private Sewer System, Public Water	Subdivision: WILLIAMS
Construction Type: V-A	Power Co.: DUKE	Number of Bathrooms: 1	Fire Plan Review Required: No
Corner Lot: No			
Acres: 0.259974			
Description: 10'X16' ACCESSORY BUILDING W/ EXISTING SFD			
BRES-000827-2019	Type: Building (Residential) Workclass: Renovations	District: Lee County (Unincorporated) Project: 9537-75-2078-00	Main Address: 3607 Nicholson Rd Cameron, NC 28326
Status: Issued	Issue Date: 02/18/2019	Expiration: 08/17/2019	Final Date: 02/13/2019
Application Date: 02/08/2019	Sq Ft: 0	Valuation: \$29,500.00	Assigned To: Chyna Kitt
Zone: RA RA Residential Agricultural	Basement: No	Number of Stories: 2	Building Occupancy: Residential
Additional Info:	Corner Lot: No	Power Supplier: Central Electric (919) 774-4900	Fire Plan Review Required: No
Construction Type: V-A	Watershed: LITTLE RIVER / LEE COUNTY	Acres: 1.13525	Existing Utilities: Private Sewer System, Public Water
Lot Number: 1			Power Co.: CEMC
Subdivision:			
Description: INTERIOR RENOVATION (ELECTRICAL, TILE BATHROOMS AND LAUNDRY ROOM, FLOORING, KITCHEN APPLIANCES AND CABINETS)			
BRES-000843-2019	Type: Building (Residential) Workclass: New	District: Lee County (Unincorporated) Project: 9693-77-7625-00	Main Address: 2353 Buckhorn Rd Sanford, NC 27330
Status: Issued	Issue Date: 02/22/2019	Expiration: 08/21/2019	Final Date: 02/13/2019
Application Date: 02/11/2019	Sq Ft: 1,152	Valuation: \$40,000.00	Assigned To: Chyna Kitt
Zone: RA RA Residential Agricultural	Basement: No	Number of Stories: 1	Building Occupancy: Residential
Additional Info:	Power Supplier: Duke Energy (800) 452-2777	Existing Utilities: Private Sewer System, Public Water	Subdivision:
Construction Type: V-A	Power Co.: CEMC	Number of Bathrooms: 1	Fire Plan Review Required: No
Corner Lot: No			
Acres: 3.4			
Description: NEW SFD			

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

BRES-000900-2019
 Status: Issued
 Application Date: 02/18/2019
 Zone: RA/MH RA/MH
 Additional Info:
 Public Sewer: No
 Type: Building (Residential)
 Workclass: Manufactured Home
 Issue Date: 02/19/2019
 Sq Ft: 0
 Public Water: Yes
 Reactivated: No
 Acres: 0.939881
 Description: 2016 16'X80 SINGLE-WIDE SET -UP
 District: Lee County (Unincorporated)
 Project:
 Expiration: 08/26/2019
 Valuation: \$0.00
 Completed Manufactured Home Set Up
 Permit: No
 City/County Water: No
 Power Co.: CEMC
 Main Address:
 Parcel: 9547-84-1439-00
 Last Inspection: 02/27/2019
 Assigned To: Paulette Harmon
 Duke Energy: No
 Septic Tank: Yes
 City/County Sewer: No
 Subdivision: SOUTH OAKS

BRES-000910-2019
 Status: Issued
 Application Date: 02/19/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Construction Type: V-A
 Lot Number: 118
 Acres: 0.44
 Description: NEW SFD
 Type: Building (Residential)
 Workclass: New
 Issue Date: 02/22/2019
 Sq Ft: 3,114
 Basement: No
 Corner Lot: No
 Power Co.: DUKE
 District: Sanford
 Project:
 Expiration: 09/03/2019
 Valuation: \$122,543.00
 Number of Stories: 2
 Existing Utilities: Public Sewer, Public Water
 Fire Plan Review Required: No
 Main Address:
 Parcel: 9643-44-0967-00
 Last Inspection: 03/07/2019
 Assigned To: Paulette Harmon
 Building Occupancy: Residential
 Subdivision: NOTTINGHAM

BRES-000912-2019
 Status: Issued
 Application Date: 02/19/2019
 Zone: R-20 R-20
 Additional Info:
 Basement: No
 Acres: 0.800318
 Description: NEW SFD
 Type: Building (Residential)
 Workclass: New
 Issue Date: 02/26/2019
 Sq Ft: 4,180
 Corner Lot: No
 Power Co.: DUKE
 District: Sanford ETJ
 Project:
 Expiration: 08/25/2019
 Valuation: \$375,000.00
 Fire Plan Review Required: No
 Main Address:
 Parcel: 9653-70-2960-00
 Last Inspection:
 Assigned To: Paulette Harmon
 Watershed: CAPE FEAR / LEE COUNTY

BRES-000913-2019
 Status: Issued
 Application Date: 02/19/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Construction Type: V-A
 Existing Utilities: Private Sewer System, Private Well
 Subdivision: N/A
 Acres: 5.19932
 Description: STABILIZATION/REPAIR OF FOUNDATION USING HELICALS AND SOLDIER BEAMS PER STRUCTURAL ENGINEERS DESIGN
 Type: Building (Residential)
 Workclass: Other
 Issue Date: 02/26/2019
 Sq Ft: 0
 Basement: No
 Fire Plan Review Required: No
 Watershed: CAPE FEAR / LEE COUNTY
 District: Lee County (Unincorporated)
 Project:
 Expiration: 08/25/2019
 Valuation: \$18,850.00
 Number of Stories: 2
 Historic District: NO
 Building Occupancy: Residential
 FEMA Map Number: N/A
 Power Co.: CEMC
 Main Address:
 Parcel: 9663-45-7947-00
 Last Inspection:
 Assigned To: Paulette Harmon
 Corner Lot: No
 Flood Zone: NO

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

BRES-000918-2019
 Status: Issued
 Application Date: 02/19/2019
 Zone: RR RR
 Additional Info:
 Construction Type: V-A
 Corner Lot: No
 Power Co.: DUKE
 Description: 24'X20 ATTACHED CAPORT AND COVERED WALKWAY

Type: Building (Residential)
 Workclass: Addition
 Issue Date: 02/21/2019
 Sq Ft: 0
 Basement: No
 Existing Utilities: Private Sewer System, Public Water
 Fire Plan Review Required: No
 Building Occupancy: Residential

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/28/2019
 Valuation: \$10,000.00

Main Address:
 Parcel: 9631-62-4630-00
 Last Inspection: 03/01/2019

Unheated Square Footage: 480
 Subdivision: CHESHIRE FARMS

2904 Cheshire Dr
 Sanford, NC 27332
 Final Date:
 Assigned To: Paulette Harmon

Lot Number: 17
 Acres: 0.700231

BRES-000938-2019
 Status: Issued
 Application Date: 02/22/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Public Sewer: No
 Central EMC: Yes
 Well: No
 Description: 2019 28'X76' DOUBLE-WIDE SET UP

Type: Building (Residential)
 Workclass: Manufactured Home
 Issue Date: 02/22/2019
 Sq Ft: 0
 Public Water: Yes
 Reactivated: No
 Watershed: LITTLE RIVER / LEE COUNTY

District: Lee County (Unincorporated)
 Project:
 Expiration: 09/03/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9537-99-6562-00
 Last Inspection: 03/07/2019

2834 Nicholson Rd
 Cameron, NC 28326
 Final Date:
 Assigned To: Paulette Harmon

Completed Manufactured Home Set Up
 Permit: No
 City/County Water: No
 City/County Sewer: No
 Power Co.: CEMC

Duke Energy: No
 Septic Tank: Yes
 Subdivision:

BRES-000939-2019
 Status: Issued
 Application Date: 02/22/2019
 Zone: R-20/MH R-20/MH
 Additional Info:
 Public Sewer: Yes
 Duke Energy: Yes
 Septic Tank: No
 Subdivision:
 Description: 2013 16'X76 SINGLE-WIDE SET UP

Type: Building (Residential)
 Workclass: Manufactured Home
 Issue Date: 02/22/2019
 Sq Ft: 0
 Public Water: Yes
 Central EMC: No
 Well: No

District: Sanford
 Project:
 Expiration: 08/28/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9662-73-6198-00
 Last Inspection: 03/01/2019

48 Thornwood Ct
 Sanford, NC 27330
 Final Date:
 Assigned To: Paulette Harmon

Completed Manufactured Home Set Up
 Permit: No
 Reactivated: No
 Watershed: CAPE FEAR / LEE COUNTY

Manufactured Home Double-Wide: 0
 City/County Sewer: No
 Power Co.: DUKE

BRES-000967-2019
 Status: Issued
 Application Date: 02/28/2019
 Zone:
 Additional Info:
 Public Sewer: No
 Central EMC: No
 Well: No
 Description: 2019 DOUBLE-WIDE SET-UP

Type: Building (Residential)
 Workclass: Manufactured Home
 Issue Date: 02/28/2019
 Sq Ft: 0
 Public Water: Yes
 Reactivated: No

District: Lee County (Unincorporated)
 Project:
 Expiration: 09/01/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9641-50-3153-00
 Last Inspection: 03/05/2019

1132 Minter School Rd
 Sanford, NC 27332
 Final Date:
 Assigned To: Paulette Harmon

Completed Manufactured Home Set Up
 Permit: No
 City/County Water: No
 City/County Sewer: No

Duke Energy: No
 Septic Tank: Yes

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

PERMITS ISSUED FOR BUILDING (RESIDENTIAL): 22

CHANGE OF OCCUPANCY

OCC-000970-2019
 Status: Complete
 Application Date: 02/26/2019
 Zone:
 Additional Info:
 City/County Sewer: Yes
 Prior Occupancy Type: MERCANTILE
 Description: CHANGE OF OCCUPANCY TO REORDING STUDIO AND EVENT CENTER

Type: Change of Occupancy
 Workclass: Change of Occupancy
 Issue Date: 02/26/2019
 Sq Ft: 0
 City/County Water: No
 Prior Business Name: BIG D'S ANTIQUES
 District: Sanford
 Project:
 Expiration: 09/01/2019
 Valuation: \$0.00
 Specific Tank: No
 Proposed Occupancy: MIXED OCCUPANY BUSINESS/ASSEMBLY
 Main Address:
 Parcel: 9643-60-6063-00
 Last Inspection: 03/05/2019
 Assigned To: Chris Riggins
 Well: No
 Proposed Business Name: O'BOYS PRODUCTIONS STUDIO
 Public Water: Yes

PERMITS ISSUED FOR CHANGE OF OCCUPANCY: 1

DEMOLITION

DEMO-000792-2019
 Status: Complete
 Application Date: 02/05/2019
 Zone: L1 Light Industrial
 Additional Info:
 Public Water: Yes
 Acres: 0.688157
 Description: DEMO OF SFD

Type: Demolition
 Workclass: Residential
 Issue Date: 02/05/2019
 Sq Ft: 0
 Construction Type: V-A
 Power Co.: DUKE
 Building Occupancy: R-2 Multi-Family
 Subdivision:
 District: Sanford
 Project:
 Expiration: 08/14/2019
 Valuation: \$0.00
 Main Address:
 Parcel: 9642-88-7102-00
 Last Inspection: 02/15/2019
 Assigned To:
 Number of Dwellings: 1

DEMO-000866-2019
 Status: Issued
 Application Date: 02/13/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Public Water: No
 Watershed: DEEP RIVER / LEE COUNTY
 Description: DEMOLITION OF SFD

Type: Demolition
 Workclass: Residential
 Issue Date: 02/13/2019
 Sq Ft: 0
 Construction Type: V-A
 Acres: 3.14393
 Building Occupancy: R-3 1 & amp; 2 Family Dwellings
 Power Co.: CEMC
 District: Lee County (Unincorporated)
 Project:
 Expiration: 08/27/2019
 Valuation: \$0.00
 Main Address:
 Parcel: 9623-15-7274-00
 Last Inspection: 02/28/2019
 Assigned To:
 Number of Dwellings: 1
 Subdivision: PASCHAL & OLDHAM

DEMO-000968-2019
 Status: Issued
 Application Date: 02/26/2019
 Zone:
 Additional Info:
 Public Water: No
 Description: DEMO

Type: Demolition
 Workclass: Residential
 Issue Date: 02/26/2019
 Sq Ft: 0
 Construction Type: V-A
 Building Occupancy: R-2 Multi-Family
 District: Lee County (Unincorporated)
 Project:
 Expiration: 08/25/2019
 Valuation: \$0.00
 Main Address:
 Parcel: 9667-35-3081-00
 Last Inspection:
 Assigned To:
 Number of Dwellings: 1

PERMITS ISSUED FOR DEMOLITION: 3

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

ELECTRICAL (NON-RESIDENTIAL)

ELEC-000746-2019	Type: Electrical (Non-Residential) Workclass: Miscellaneous Issue Date: 02/04/2019 Sq Ft: 0	District: Sanford Project: Expiration: 08/14/2019 Valuation: \$0.00	Main Address: 1400 Broadway Rd Sanford, NC 27332 Finaled Date: 02/15/2019 Assigned To:
Duke Energy: Yes	Service Change Out: Up to 100 Amps: No Central Electric (EMC): No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No No Acres: 229.789	Standalone Electrical Permit: Yes
Progress Energy: No	Description: CONVEYOR RELOCATION 207, 208- DISCONNECT & RECONNECT; THERE ARE (3) 20-AMP DROPS EXISTING	Power Co.: DUKE	Subdivision:
ELEC-000756-2019	Type: Electrical (Non-Residential) Workclass: Alteration Issue Date: 02/01/2019 Sq Ft: 0	District: Sanford Project: Expiration: 07/31/2019 Valuation: \$47,856.00	Main Address: 106 Hillcrest Dr Sanford, NC 27330 Finaled Date: Assigned To:
Building Permit #: 0683	Duke Energy: Yes Progress Energy: No Power Co.: DUKE	Service Change Out: Up to 100 Amps: No Central Electric (EMC): No Flood Zone: N/A	Electrical - Fire Alarm: No
Standalone Electrical Permit: No	Description: (RUNNING 20 AMP CIRCUIT FROM EXISTING PANEL TO EXHAUST FAN)	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No No FEMA Map Number: N/A Historic District: ROSEMONT-MCKIVER	Watershed: N/A Subdivision:
Acres: 2.34378			
ELEC-000784-2019	Type: Electrical (Non-Residential) Workclass: Power Restoration Issue Date: 02/05/2019 Sq Ft: 0	District: Sanford Project: Expiration: 08/10/2019 Valuation: \$0.00	Main Address: 1101 Washington Ave Sanford, NC 27330 Finaled Date: 02/11/2019 Assigned To:
Duke Energy: Yes	Service Change Out: Up to 100 Amps: No Central Electric (EMC): No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No No Acres: 0.223538	Standalone Electrical Permit: Yes
Progress Energy: No	Description: POWER RESTORATION	Power Co.: DUKE	Subdivision: OAKVIEW
Additional Info:	CHANGED ADDRESS ON 02/08/2019, PERMIT WAS ISSUED TO THE INCORRECT ADDRESS. PH. CHANGED FROM 1105 TO 1101 WASHINGTON AVE.		
ELEC-000801-2019	Type: Electrical (Non-Residential) Workclass: Alteration Issue Date: 02/06/2019 Sq Ft: 0	District: Sanford Project: Expiration: 08/05/2019 Valuation: \$0.00	Main Address: 1949 S Horner Blvd Sanford, NC 27330 Finaled Date: Assigned To:
Duke Energy: No	Service Change Out: Up to 100 Amps: No Central Electric (EMC): No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No No Number of Sub-panels: 1 Acres: 6.39	Standalone Electrical Permit: No
Progress Energy: No	Description: OUTLETS AND FIXTURES PLUS 1 SUBPANEL		Power Co.: DUKE
Subdivision:			

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

ELEC-000840-2019
 Status: Issued
 Application Date: 02/11/2019
 Zone: MF-12 MF-12 Multifamily
 Additional Info:
 Building Permit #: 0307
 Type: Electrical (Non-Residential)
 Workclass: New Construction
 Issue Date: 02/11/2019
 Sq Ft: 12,519
 Duke Energy: No
 Progress Energy: No
 Flood Zone: AEFW, AE, SHADED X, SHADED X, AE, SHADED X, AE
 Acres: 31.6695
 Standalone Electrical Permit: No
 Description: 800 AMPS INSTALL

District: Sanford
 Project: 3220 Kellier-Andrews Rd
 Parcel: 9632-93-8712-00
 Last Inspection:
 Valuation: \$1,930,837.00
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Historic District: N/A
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Total Amperage: 800
 Subdivision:

ELEC-000842-2019
 Status: Issued
 Application Date: 02/11/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Building Permit #: 0330
 Type: Electrical (Non-Residential)
 Workclass: Alteration
 Issue Date: 02/11/2019
 Sq Ft: 1,000
 Duke Energy: Yes
 Progress Energy: No
 Flood Zone: AEFW, AE, SHADED X, AE
 Power Co.: DUKE
 Standalone Electrical Permit: No
 Description: 200 AMPS INSTALL & TEMPORARY SERVICE POLE

District: Sanford
 Project: 1800 Wicker St
 Parcel: 9642-17-8383-00
 Last Inspection: 02/20/2019
 Valuation: \$1,647,325.00
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Subdivision:
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Total Amperage: 200
 Acres: 14.09

ELEC-000862-2019
 Status: Issued
 Application Date: 02/13/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Subdivision:
 Description: 100 AMP SERVICE

District: Lee County (Unincorporated)
 Project: 2420 Tramway Rd
 Parcel: 9641-25-5063-00
 Last Inspection: 02/15/2019
 Valuation: \$0.00
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Subdivision:
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Total Amperage: 100
 Acres: 30.3723
 Standalone Electrical Permit: Yes
 Power Co.: DUKE

ELEC-000865-2019
 Status: Issued
 Application Date: 02/13/2019
 Zone: C-2 C-2 General Commercial
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: REPLACING EXISTING PANEL; NO NEW WIRING

District: Sanford
 Project: 3122 S Homer Blvd
 Parcel: 9661-08-3262-00
 Last Inspection: 02/18/2019
 Valuation: \$0.00
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): Yes
 Subdivision:
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Acres: 2.91
 Power Co.: CEMC

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

ELEC-000903-2019	Type: Electrical (Non-Residential)	District: Sanford	Main Address: 3420 Wicker St Sanford, NC 27330
Status: Issued	Workclass: Alteration	Project:	Parcel: 9632-46-5541-00
Application Date: 02/18/2019	Issue Date: 02/18/2019	Expiration: 09/04/2019	Last Inspection: 03/08/2019
Zone: R-20 R-20	Sq Ft: 0	Valuation: \$234,633.00	Assigned To:
Additional Info:			
Building Permit #: BRES-000404-2018	Duke Energy: No	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
Standalone Electrical Permit: No	Progress Energy: No	Central Electric (EMC): No	Total Amperage: 100
Power Co.: DUKE	Subdivision:		Acres: 0.609162
Description: WIRING OF DISPENSER, 3 MOTORS, LIGHTING, SIGN, 1 SUBPANEL, PRIOR GAS STATION REMOVED UNDERGROUND TANK AND BECAME CONVENIENCE STORE. NOW PROPOSING TO BE A GAS STATION AGAIN. GAS TANK TO BE LOCATED UNDERGROUND AND PROPOSING TO INSTALL 2 GAS PUMPS W/ CANOPY. THIS SITE IS ON SEPTIC AND ALONG A MAIN THOROUGHFARE.			
PER CONTRACTOR: INSTALLING (1) FUEL TANK, (2) DISPENSERS AND NEW GAS CANOPY			
ELEC-000911-2019	Type: Electrical (Non-Residential)	District: Sanford	Main Address: 1400 Broadway Rd Sanford, NC 27332
Status: Issued	Workclass: Alteration	Project:	Parcel: 9662-60-4701-00
Application Date: 02/19/2019	Issue Date: 02/26/2019	Expiration: 08/25/2019	Last Inspection:
Zone: R-20 R-20	Sq Ft: 0	Valuation: \$0.00	Assigned To:
Additional Info:			
Duke Energy: No	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes
Progress Energy: No	Central Electric (EMC): No	Total Amperage: 180	Power Co.: DUKE
Subdivision:			
Description: 180 AMPS FOR LINE 213			
ELEC-000925-2019	Type: Electrical (Non-Residential)	District: Sanford	Main Address: 102 Carthage St Sanford, NC 27330
Status: Issued	Workclass: Sign	Project:	Parcel: 9643-60-8138-00
Application Date: 02/21/2019	Issue Date: 02/21/2019	Expiration: 08/20/2019	Last Inspection:
Zone: CBD CBD Central Business	Sq Ft: 0	Valuation: \$0.00	Assigned To:
Additional Info:			
Duke Energy: No	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: Number of Signs (Sign WC Only): 1	Electrical - Fire Alarm: No
Progress Energy: No	Central Electric (EMC): No	Acres: 0.227342	Power Co.: DUKE
Subdivision:			
Description: WIRING OF SIGN PERMIT			
ELEC-000937-2019	Type: Electrical (Non-Residential)	District: Sanford	Main Address: 3104 S Homer Blvd Sanford, NC 27332
Status: Issued	Workclass: Alteration	Project:	Parcel: 9651-98-9715-00
Application Date: 02/22/2019	Issue Date: 02/22/2019	Expiration: 08/27/2019	Last Inspection: 02/28/2019
Zone: C-2 C-2 General Commercial	Sq Ft: 1,232	Valuation: \$29,975.00	Assigned To:
Additional Info:			
Building Permit #: 0369	Duke Energy: Yes	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
Standalone Electrical Permit: No	Progress Energy: No	Central Electric (EMC): No	Total Amperage: 200
Watershed: N/A	Acres: 1.26	Power Co.: DUKE	Flood Zone: N/A
Subdivision:			Number of Sub-panels: 1
			Historic District: N/A

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Description: 200 AMPS / 1 SUBPANEL INSTALL

ELEC-000974-2019
 Status: Issued
 Application Date: 02/27/2019
 Zone: LI LI Light Industrial
 Additional Info:

Duke Energy: Yes
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Power Co.: DUKE
 Description: 100 AMPS/ 4 SPECIAL OUTLETS/ 1 SUBPANEL INSTALL

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/26/2019
 Valuation: \$0.00

Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Total Amperage: 100
 Flood Zone: AEFW, SHADED X, AE
 Number of Special Outlets: 4
 Subdivision: INDUSTRIAL PARK

Main Address:
 Parcel: 9645-56-0541-00
 Last Inspection:
 Assigned To:

5901 Elvin Buchanan Dr
 Sanford, NC 27330
 Finaled Date:
 Standalone Electrical Permit: Yes
 Number of Sub-panels: 1

PERMITS ISSUED FOR ELECTRICAL (NON-RESIDENTIAL): 13

ELECTRICAL (RESIDENTIAL)

ELER-000741-2019
 Status: Complete
 Application Date: 01/30/2019
 Zone: RA RA Residential Agricultural
 Additional Info:

Duke Energy: No
 Standalone Electrical Permit: No
 Subdivision:
 Description: WIRING OF MODULAR TRANSFERRED FROM DESKTOP 11/19/2018
 PERMIT# 32633
 PLAN CASE# PRES-7-18-10309

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/17/2019
 Valuation: \$152,020.00

Service Change Out: Up to 100 Amps: No
 Progress Energy: No
 Service Change Out: 125 to 200 Amps: Central Electric (EMC): No
 Acres: 1.48955

Main Address:
 Parcel: 9569-33-2377-00
 Last Inspection:
 Assigned To:

3782 Swann Station Rd
 Sanford, NC 27332
 Finaled Date: 02/18/2019
 Number of Modular Homes: 1

ELER-000751-2019
 Status: Issued
 Application Date: 01/31/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:

Duke Energy: Yes
 Progress Energy: No
 Standalone Electrical Permit: No
 Subdivision:
 Description: WIRING OF NEW SFD (200 AMPS)

District: Sanford
 Project:
 Expiration: 08/03/2019
 Valuation: \$122,543.00

Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Total Amperage: 200
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Acres: 0.42

Main Address:
 Parcel: 9643-44-3848-00
 Last Inspection:
 Assigned To:

1006 Archer Ln.
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

ELER-000762-2019
 Status: Issued
 Application Date: 02/04/2019
 Zone: LI LI Light Industrial
 Additional Info:
 Duke Energy: No

District: Sanford
 Project:
 Expiration: 08/03/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9642-89-8718-00
 Last Inspection:
 Assigned To:

219 Maple Ave
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Description: WIRING OF GENERATOR
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Standalone Electrical Permit: Yes
 Historic District: EAST SANFORD
 Progress Energy: No
 Power Co.: DUKE
 Subdivision:

ELER-000769-2019
 Status: Issued
 Application Date: 02/04/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Duke Energy: Yes
 Progress Energy: No
 Subdivision: ROSEMONT
 Description: 200 AMP SERVICE CHANGE (APARTMENT COMPLEX- SCOPE OF WORK FOR: 405-A)
 Type: Electrical (Residential)
 Workclass: Service Change
 Issue Date: 02/04/2019
 Sq Ft: 0
 District: Sanford
 Project:
 Expiration: 08/03/2019
 Valuation: \$0.00
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Yes
 Acres: 0.226505
 Power Co.: DUKE
 Standalone Electrical Permit: Yes
 Historic District: HAWKINS
 Main Address:
 Parcel: 9643-51-4543-00
 Last Inspection:
 Finaled Date:
 Assigned To:
 405 N Steele St
 Sanford, NC 27330

ELER-000776-2019
 Status: Complete
 Application Date: 02/04/2019
 Zone: RR RR
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Subdivision: 200 AMP SERVICE CHANGE
 Description: 200 AMP SERVICE CHANGE (APARTMENT COMPLEX- SCOPE OF WORK FOR: 405-A)
 Type: Electrical (Residential)
 Workclass: Service Change
 Issue Date: 02/04/2019
 Sq Ft: 0
 District: Lee County (Unincorporated)
 Project:
 Expiration: 08/12/2019
 Valuation: \$0.00
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Yes
 Acres: 0.466782
 Power Co.: DUKE
 Standalone Electrical Permit: Yes
 Subdivision: WILLETT FARM
 Main Address:
 Parcel: 9630-38-9681-00
 Last Inspection: 02/13/2019
 Finaled Date: 02/13/2019
 Assigned To:
 2470 Hickory House Rd
 Sanford, NC 27332

ELER-000778-2019
 Status: Issued
 Application Date: 02/04/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Building Permit #: 057
 Duke Energy: Yes
 Progress Energy: No
 Power Co.: DUKE
 Description: WIRING OF NEW SFD (200 AMPS)
 Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 02/04/2019
 Sq Ft: 3,345
 District: Lee County (Unincorporated)
 Project:
 Expiration: 08/04/2019
 Valuation: \$270,000.00
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Total Amperage: 200
 Subdivision: PROVIDENCE LANDING
 Watershed: CAPE FEAR / LEE COUNTY
 Main Address:
 Parcel: 9668-29-3810-00
 Last Inspection: 02/05/2019
 Finaled Date:
 Assigned To:
 108 Crosby Ln
 Sanford, NC 27330

ELER-000779-2019
 Status: Issued
 Application Date: 02/04/2019
 Zone: RR RR
 Additional Info:
 Building Permit #: 029
 Duke Energy: No
 Progress Energy: No
 Subdivision: CASTLE RIDGE DEVELOPMENT
 Description: WIRING OF NEW SFD (200 AMPS)
 Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 02/04/2019
 Sq Ft: 3,663
 District: Lee County (Unincorporated)
 Project:
 Expiration: 08/21/2019
 Valuation: \$245,000.00
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Total Amperage: 200
 Subdivision: CASTLE RIDGE DEVELOPMENT
 Watershed: CAPE FEAR / LEE COUNTY
 Main Address:
 Parcel: 9622-64-7698-00
 Last Inspection: 02/22/2019
 Finaled Date:
 Assigned To:
 901 Steel Bridge Rd
 Sanford, NC 27330

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Description: WIRING OF NEW SFD (200 AMPS)

ELER-000782-2019
 Status: Complete
 Application Date: 02/05/2019
 Zone: R-20 R-20
 Additional Info:
 Duke Energy: Yes
 Progress Energy: No
 Description: 200 AMP SERVICE CHANGE (CUSTOMER W/O POWER FOR DAYS)

Type: Electrical (Residential)
 Workclass: Service Change
 Issue Date: 02/05/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No

District: Lee County (Unincorporated)
 Project: 9641-86-1218-00
 Expiration: 08/04/2019
 Valuation: \$0.00
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Yes

Main Address:
 Parcel: 9641-86-1218-00
 Last Inspection: 02/05/2019

100 St. Andrews Church Rd, 54
 Sanford, NC 27332
 Final Date: 02/05/2019
 Assigned To:
 Standalone Electrical Permit: Yes

ELER-000786-2019
 Status: Complete
 Application Date: 02/05/2019
 Zone: R-20 R-20
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: 200 AMP SERVICE CHANGE

Type: Electrical (Residential)
 Workclass: Service Change
 Issue Date: 02/05/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No

District: Sanford
 Project: 9643-21-2493-00
 Expiration: 08/14/2019
 Valuation: \$0.00
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Yes
 Acres: 0.481033

Main Address:
 Parcel: 9643-21-2493-00
 Last Inspection: 02/15/2019

514 Brinn Dr
 Sanford, NC 27330
 Final Date: 02/15/2019
 Assigned To:
 Standalone Electrical Permit: Yes
 Subdivision: MCIVER PARK

ELER-000795-2019
 Status: Complete
 Application Date: 02/06/2019
 Zone: RR RR
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: METER BASE REPAIR

Type: Electrical (Residential)
 Workclass: Miscellaneous
 Issue Date: 02/06/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No

District: Lee County (Unincorporated)
 Project: 9631-28-0878-00
 Expiration: 08/06/2019
 Valuation: \$0.00
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Acres: 6.95616

Main Address:
 Parcel: 9631-28-0878-00
 Last Inspection: 02/07/2019

1518 Pendergrass Rd
 Sanford, NC 27330
 Final Date: 02/07/2019
 Assigned To:
 Standalone Electrical Permit: Yes
 Subdivision:

ELER-000797-2019
 Status: Issued
 Application Date: 02/06/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Building Permit #: BRES-000329-2018
 Standalone Electrical Permit: No
 Flood Zone: AE
 Description: NEW SFD TRANSFERRED FROM DESKTOP ON 11/29/2018 PERMIT# RES-5-18-31148 PLAN CASE# PRES-5-18-10044

Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 02/06/2019
 Sq Ft: 3,884
 Duke Energy: No
 Progress Energy: No
 Subdivision:

District: Lee County (Unincorporated)
 Project: 9611-73-4593-00
 Expiration: 08/25/2019
 Valuation: \$296,640.00
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Total Amperage: 200
 Acres: 0.693963

Main Address:
 Parcel: 9611-73-4593-00
 Last Inspection: 02/26/2019

251 Dycus Rd
 Sanford, NC 27330
 Final Date:
 Assigned To:

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

ELER-000798-2019 Status: Issued Application Date: 02/06/2019 Zone: RR RR Additional Info: Building Permit #: BRES-000648-2019 Standalone Electrical Permit: No Acres: 0.98 Description: NEW SFD	Type: Electrical (Residential) Workclass: New Construction Issue Date: 02/06/2019 Sq Ft: 3,362 Duke Energy: No Progress Energy: No Power Co.: DUKE	District: Lee County (Unincorporated) Project: Expiration: 08/05/2019 Valuation: \$290,000.00 Service Change Out: Up to 100 Amps: No Central Electric (EMC): No Subdivision: PROVIDENCE LANDING	Main Address: Parcel: 9666-29-7108-00 Last Inspection: Assigned To: Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No Total Amperage: 200 Watershed: CAPE FEAR / LEE COUNTY	113 Crosby Ln Sanford, NC 27330 Final Date: Assigned To:
ELER-000803-2019 Status: Complete Application Date: 02/06/2019 Zone: RA RA Residential Agricultural Additional Info: Duke Energy: Yes Progress Energy: No Description: WIRING OF DOUBLE WIDE 2018 28'X76'	Type: Electrical (Residential) Workclass: Manufactured Home Issue Date: 02/06/2019 Sq Ft: 0 Service Change Out: Up to 100 Amps: No Central Electric (EMC): No Acres: 2.06415	District: Lee County (Unincorporated) Project: Expiration: 08/25/2019 Valuation: \$0.00 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No Acres: 2.06415	Main Address: Parcel: 9559-94-8862-00 Last Inspection: 02/26/2019 Assigned To: Standalone Electrical Permit: No Power Co.: DUKE	92 Leons Way Sanford, NC 27332 Final Date: 02/26/2019 Assigned To: Standalone Electrical Permit: No Subdivision: JUNIPER CREEK PLANTATION
ELER-000813-2019 Status: Complete Application Date: 02/08/2019 Zone: RA/MH RA/MH Additional Info: Building Permit #: 0423 Electrical - Fire Alarm: No Acres: 5.1 Description: WIRING MODULAR HOME	Type: Electrical (Residential) Workclass: Modular Issue Date: 02/08/2019 Sq Ft: 1,699 Duke Energy: No Standalone Electrical Permit: No Power Co.: CEMC	District: Lee County (Unincorporated) Project: Expiration: 08/11/2019 Valuation: \$128,605.00 Service Change Out: Up to 100 Amps: No Progress Energy: No Subdivision:	Main Address: Parcel: 9667-96-2781-00 Last Inspection: 02/12/2019 Assigned To: Service Change Out: 125 to 200 Amps: No Central Electric (EMC): No	618 E Forest Oaks Dr Sanford, NC 27330 Final Date: 02/14/2019 Assigned To: Chyna Klitt Number of Modular Homes: 1 Watershed: CAPE FEAR / LEE COUNTY
ELER-000815-2019 Status: Issued Application Date: 02/08/2019 Zone: RR RR Additional Info: Building Permit #: 0505 Electrical - Fire Alarm: No Acres: 5.11343 Description: WIRING OF MODULAR HOME	Type: Electrical (Residential) Workclass: New Construction Issue Date: 02/08/2019 Sq Ft: 3,995 Duke Energy: No Standalone Electrical Permit: No Power Co.: CEMC	District: Lee County (Unincorporated) Project: Expiration: 08/07/2019 Valuation: \$177,815.00 Service Change Out: Up to 100 Amps: No Progress Energy: No Flood Zone: AE	Main Address: Parcel: 0604-13-0474-00 Last Inspection: Assigned To: Service Change Out: 125 to 200 Amps: No Central Electric (EMC): Yes Subdivision: FALL CREEK	558 Round Fish Dr Sanford, NC 27330 Final Date: Assigned To: Number of Modular Homes: 1 Total Amperage: 200

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

ELER-000819-2019
 Status: Issued
 Application Date: 02/08/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Building Permit #: 0044
 Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 02/08/2019
 Sq Ft: 1,924
 Duke Energy: Yes
 Progress Energy: No
 Standalone Electrical Permit: No
 Subdivision: ST JAMES PLACE
 Description: WIRING OF NEW SFD (200 AMPS)
 CASE STARTED WITHIN DESKTOP VERSION
 PLAN CASE# PRES-9-18-10422

Main Address:
 3104 Pasile Ct
 Sanford, NC 27330
 Parcel: 9651-46-7333-00
 Last Inspection: 02/21/2019
 Assigned To:

District: Sanford
 Project:
 Expiration: 08/20/2019
 Valuation: \$160,900.00
 Service Change Out: Up to 100 Amps:
 No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Total Amperage: 200
 Acres: 0.326327

ELER-000820-2019
 Status: Issued
 Application Date: 02/08/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Building Permit #: 0122
 Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 02/08/2019
 Sq Ft: 1,990
 Duke Energy: Yes
 Progress Energy: No
 Subdivision: ST JAMES PLACE
 Standalone Electrical Permit: No
 Power Co.: DUKE
 Description: WIRING OF NEW SFD (200 AMPS)

Main Address:
 3102 Pasile Ct
 Sanford, NC 27332
 Parcel: 9651-46-7411-00
 Last Inspection: 03/07/2019
 Assigned To:

District: Sanford
 Project:
 Expiration: 09/03/2019
 Valuation: \$180,000.00
 Service Change Out: Up to 100 Amps:
 No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Total Amperage: 200
 Acres: 0.325445

ELER-000821-2019
 Status: Complete
 Application Date: 02/08/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: REPAIR OF METER BASE
 Type: Electrical (Residential)
 Workclass: Miscellaneous
 Issue Date: 02/08/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps:
 No
 Central Electric (EMC): No
 Standalone Electrical Permit: Yes

Main Address:
 203 Watson Lake Dr
 Broadway, NC 27505
 Parcel: 9681-68-6035-00
 Last Inspection: 02/08/2019
 Assigned To:
 Standalone Electrical Permit: Yes
 Subdivision:

District: Broadway
 Project:
 Expiration: 08/07/2019
 Valuation: \$0.00
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Acres: 1.27823
 Power Co.: DUKE

ELER-000824-2019
 Status: Issued
 Application Date: 02/08/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: RE-WIRE OF HOME
 Type: Electrical (Residential)
 Workclass: Alteration
 Issue Date: 02/08/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps:
 No
 Central Electric (EMC): No
 Standalone Electrical Permit: No

Main Address:
 110 N Third St
 Sanford, NC 27330
 Parcel: 9643-81-8036-00
 Last Inspection:
 Assigned To:
 Standalone Electrical Permit: No
 Subdivision: MATTHEWS ADDITION

District: Sanford
 Project:
 Expiration: 08/07/2019
 Valuation: \$10,000.00
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Acres: 0.707322
 Power Co.: DUKE

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

ELER-000830-2019
 Status: Complete
 Application Date: 02/11/2019
 Zone: R-20 R-20
 Additional Info:
 Building Permit #: 0210
 Type: Electrical (Residential)
 Workclass: Modular
 Issue Date: 02/11/2019
 Sq Ft: 1,280
 Duke Energy: Yes
 Standalone Electrical Permit: No
 Power Co.: DUKE
 Description: WIRING 28'-8"X48' PROPOSED OFF-FRAME MODULAR

District: Sanford
 Project:
 Expiration: 08/28/2019
 Valuation: \$118,000.00

Main Address:
 Parcel: 9651-44-1419-00
 Last Inspection: 03/01/2019

Service Change Out: Up to 100 Amps: No
 Service Change Out: 125 to 200 Amps: No
 Progress Energy: No
 Central Electric (EMC): No

Acres: 0.444119
 Number of Modular Homes: 1
 Assigned To:

ELER-000837-2019
 Status: Issued
 Application Date: 02/11/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Duke Energy: Yes
 Progress Energy: No
 Subdivision: INSTALL 22KW GENERATOR

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/26/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9527-89-9117-00
 Last Inspection: 02/27/2019

Service Change Out: Up to 100 Amps: No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Progress Energy: No
 Central Electric (EMC): No

Acres: 8.88718
 Standalone Electrical Permit: Yes
 Power Co.: DUKE

ELER-000838-2019
 Status: Complete
 Application Date: 02/11/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Duke Energy: Yes
 Progress Energy: No
 Subdivision: INSTALL 22KW GENERATOR

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/19/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9527-89-9117-00
 Last Inspection: 02/20/2019

Service Change Out: Up to 100 Amps: No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Progress Energy: No
 Central Electric (EMC): No

Acres: 2.83858
 Standalone Electrical Permit: Yes
 Power Co.: DUKE

ELER-000847-2019
 Status: Issued
 Application Date: 02/12/2019
 Zone: RR RR
 Additional Info:
 Building Permit #: 0846
 Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 02/12/2019
 Sq Ft: 2,311
 Duke Energy: Yes
 Progress Energy: No
 Subdivision: CAROLINA TRACE

District: Lee County (Unincorporated)
 Project:
 Expiration: 09/04/2019
 Valuation: \$85,000.00

Main Address:
 Parcel: 9660-89-0329-00
 Last Inspection: 03/08/2019

Service Change Out: Up to 100 Amps: No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Progress Energy: No
 Central Electric (EMC): No

Acres: 0.183678
 Total Amperage: 200
 Assigned To:

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Description: WIRING NEW SFD (200 AMPS)

TRANSFERRED FROM OLD DESKTOP VERSION; PLEASE REFERENCE IN OLD DESKTOP SYSTEM BUILDING PERMIT#:30862

ELER-000848-2019
 Status: Issued
 Application Date: 02/12/2019
 Zone: R-20 R-20
 Additional Info:
 Duke Energy: Yes
 Progress Energy: No
 Description: TEMPORARY SERVICE POLE INSTALL FOR GARAGE FIRE

Type: Electrical (Residential)
 Workclass: Temporary Service Pole
 Issue Date: 02/12/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No

District: Sanford
 Project: 617 Monger Ln
 Parcel: 9632-68-8566-00
 Expiration: 08/11/2019
 Valuation: \$0.00
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Acres: 0.458593
 Power Co.: DUKE
 Subdivision: HUNTINGTON

ELER-000849-2019
 Status: Complete
 Application Date: 02/12/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Duke Energy: Yes
 Progress Energy: No
 Description: GENERATOR ATS INSTALL

Type: Electrical (Residential)
 Workclass: Miscellaneous
 Issue Date: 02/12/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No

District: Lee County (Unincorporated)
 Project: 2308 Tramway Rd
 Parcel: 9641-25-0146-00
 Expiration: 08/20/2019
 Valuation: \$0.00
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Acres: 231.367
 Power Co.: DUKE
 Subdivision: Standalone Electrical Permit: Yes
 Flood Zone: AEFW, SHADED X, AE, SHADED X, AE, AE

ELER-000851-2019
 Status: Complete
 Application Date: 02/12/2019
 Zone: R-20 R-20
 Additional Info:
 Duke Energy: Yes
 Progress Energy: No
 Description: 200 AMPS SERVICE CHANGE

Type: Electrical (Residential)
 Workclass: Service Change
 Issue Date: 02/12/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No

District: Sanford
 Project: 2805 Pebblebrook Dr
 Parcel: 9632-48-7258-00
 Expiration: 08/19/2019
 Valuation: \$0.00
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Acres: 0.486506
 Power Co.: DUKE
 Subdivision: Standalone Electrical Permit: Yes

ELER-000857-2019
 Status: Issued
 Application Date: 02/12/2019
 Zone: RR RR
 Additional Info:
 Building Permit #: BRES-000494-2018
 Duke Energy: No
 Progress Energy: No
 Flood Zone: AE

Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 02/12/2019
 Sq Ft: 4,263
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No

District: Lee County (Unincorporated)
 Project: CAROLINA TRACE
 Expiration: 08/11/2019
 Valuation: \$416,542.00
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Subdivision: CAROLINA TRACE
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Total Amperage: 400
 FEMA Map Number: 3701966000J

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

ELER-000858-2019 Status: Complete Application Date: 02/13/2019 Zone: RA RA Residential Agricultural Additional Info: Duke Energy: No Progress Energy: No Description: WIRING OF ACCESSORY BUILDING	Type: Electrical (Residential) Workclass: Accessory Structure Issue Date: 02/13/2019 Sq Ft: 0 Service Change Out: Up to 100 Amps: No Central Electric (EMC): No	District: Lee County (Unincorporated) Project: Expiration: 08/17/2019 Valuation: \$0.00 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No	Main Address: Parcel: 9549-38-2372-00 Last Inspection: 02/18/2019 Assigned To: Standalone Electrical Permit: Yes	6881 Lemon Springs Rd Sanford, NC 27332 Finaled Date: 02/18/2019 Assigned To:
ELER-000859-2019 Status: Issued Application Date: 02/13/2019 Zone: RA RA Residential Agricultural Additional Info: Building Permit #: BRES-000439-2018 Standalone Electrical Permit: No Acres: 1.28319 Description: NEW SFD	Type: Electrical (Residential) Workclass: New Construction Issue Date: 02/13/2019 Sq Ft: 3,138 Duke Energy: No Progress Energy: No Power Co.: CEMC	District: Lee County (Unincorporated) Project: Expiration: 08/26/2019 Valuation: \$137,940.00 Service Change Out: Up to 100 Amps: No Central Electric (EMC): No Subdivision: KENWOOD	Main Address: Parcel: 9547-20-0859-00 Last Inspection: 02/27/2019 Assigned To: Electrical - Fire Alarm: No Total Amperage: 200 Watershed: LITTLE RIVER / LEE COUNTY	110 Eaker Dr Sanford, NC 27330 Finaled Date: Assigned To:
ELER-000869-2019 Status: Issued Application Date: 02/14/2019 Zone: RR RR Additional Info: Duke Energy: No Progress Energy: No Description: WIRING FOR RENOVATIONS FIXTURES/OUTLETS	Type: Electrical (Residential) Workclass: Alteration Issue Date: 02/14/2019 Sq Ft: 0 Service Change Out: Up to 100 Amps: No Central Electric (EMC): No	District: Lee County (Unincorporated) Project: Expiration: 08/14/2019 Valuation: \$32,411.00 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No Acres: 0.39	Main Address: Parcel: 9661-71-0868-00 Last Inspection: 02/15/2019 Assigned To: Standalone Electrical Permit: No Subdivision: CAROLINA TRACE	681 Chelsea Dr Sanford, NC 27332 Finaled Date: Assigned To:
ELER-000881-2019 Status: Issued Application Date: 02/15/2019 Zone: RA RA Residential Agricultural Additional Info: Building Permit #: 0411 Standalone Electrical Permit: No Acres: 1.29 Description: WIRING OF NEW SFD (200 AMPS)	Type: Electrical (Residential) Workclass: New Construction Issue Date: 02/15/2019 Sq Ft: 2,638 Duke Energy: Yes Progress Energy: No Power Co.: DUKE	District: Lee County (Unincorporated) Project: Expiration: 08/20/2019 Valuation: \$145,000.00 Service Change Out: Up to 100 Amps: No Central Electric (EMC): No Subdivision: DEEP RIVER ESTATE	Main Address: Parcel: 9656-12-3418-00 Last Inspection: 02/21/2019 Assigned To: Electrical - Fire Alarm: No Total Amperage: 200 Watershed: CAPE FEAR / LEE COUNTY	2054 Deep River Rd Sanford, NC 27330 Finaled Date: Assigned To:

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

ELER-000882-2019
 Status: Issued
 Application Date: 02/15/2019
 Zone: RR RR
 Additional Info:
 Building Permit #: 0295
 Standalone Electrical Permit: No
 Power Co.: DUKE
 Description: WIRING OF NEW SFD (200 AMPS)

Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 02/15/2019
 Sq Ft: 2,280
 Duke Energy: Yes
 Progress Energy: No
 Subdivision: CAROLINA TRACE

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/20/2019
 Valuation: \$197,094.00

Main Address:
 Parcel: 9670-29-0134-00
 Last Inspection: 02/21/2019
 Assigned To:

Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Total Amperage: 200
 Acres: 0.226842

ELER-000883-2019
 Status: Issued
 Application Date: 02/15/2019
 Zone: R-14 R-14 Residential
 Single-Family
 Additional Info:
 Building Permit #: 070
 Standalone Electrical Permit: No
 Acres: 0.519466
 Description: WIRING NEW SFD (200 AMPS)

Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 02/15/2019
 Sq Ft: 2,405
 Duke Energy: No
 Progress Energy: No
 Power Co.: CEMC

District: Sanford
 Project:
 Expiration: 08/17/2019
 Valuation: \$159,150.00

Main Address:
 Parcel: 9633-00-6925-00
 Last Inspection: 02/18/2019
 Assigned To:

Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): Yes
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Total Amperage: 200
 Watershed: DEEP RIVER / LEE COUNTY
 Subdivision: WILLOW BROOKE

ELER-000884-2019
 Status: Issued
 Application Date: 02/15/2019
 Zone: R-20 R-20
 Additional Info:
 Building Permit #: 113
 Standalone Electrical Permit: No
 Power Co.: DUKE
 Description: WIRING OF NEW SFD (200 AMPS)

Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 02/15/2019
 Sq Ft: 2,050
 Duke Energy: Yes
 Progress Energy: No
 Subdivision:

District: Sanford ETJ
 Project:
 Expiration: 08/25/2019
 Valuation: \$135,000.00

Main Address:
 Parcel: 9622-96-4433-00
 Last Inspection: 02/26/2019
 Assigned To:

Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Total Amperage: 200
 Acres: 0.49

ELER-000885-2019
 Status: Issued
 Application Date: 02/15/2019
 Zone: R-20 R-20
 Additional Info:
 Building Permit #: 114
 Standalone Electrical Permit: No
 Power Co.: DUKE
 Description: WIRING NEW SFD (200 AMPS)

Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 02/15/2019
 Sq Ft: 2,056
 Duke Energy: Yes
 Progress Energy: No
 Subdivision:

District: Sanford ETJ
 Project:
 Expiration: 08/25/2019
 Valuation: \$135,000.00

Main Address:
 Parcel: 9622-96-3393-00
 Last Inspection: 02/26/2019
 Assigned To:

Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Total Amperage: 200
 Acres: 0.75

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

ELER-000898-2019
 Status: Issued
 Application Date: 02/15/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Building Permit #: 0389
 Standalone Electrical Permit: No
 Power Co.: DUKE
 Description: WIRING NEW SFD (200 AMPS)

Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 02/18/2019
 Sq Ft: 2,078
 Duke Energy: Yes
 Progress Energy: No
 Subdivision: ST JAMES PLACE

District: Sanford
 Project:
 Expiration: 09/01/2019
 Valuation: \$128,000.00

Main Address:
 3100 Pasile Ct
 Sanford, NC 27332
 Finaled Date:
 Assigned To:

Service Change Out: Up to 100 Amps: No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Central Electric (EMC): No
 Total Amperage: 200
 Acres: 0.322069

ELER-000892-2019
 Status: Complete
 Application Date: 02/18/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: WIRING OF ACCESSORY BUILDING

Type: Electrical (Residential)
 Workclass: Accessory Structure
 Issue Date: 02/18/2019
 Sq Ft: 960
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No

District: Sanford
 Project:
 Expiration: 08/25/2019
 Valuation: \$25,000.00

Main Address:
 1312 Bickett Rd
 Sanford, NC 27330
 Finaled Date: 02/26/2019
 Assigned To:

Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Standalone Electrical Permit: No
 Subdivision: MCCRACKEN HEIGHTS
 Acres: 0.689238

ELER-000899-2019
 Status: Complete
 Application Date: 02/18/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: SERVICE CHANGE 200 AMP

Type: Electrical (Residential)
 Workclass: Service Change
 Issue Date: 02/18/2019
 Sq Ft: 0
 Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No

District: Sanford
 Project:
 Expiration: 08/21/2019
 Valuation: \$0.00

Main Address:
 404 North Ave
 Sanford, NC 27330
 Finaled Date: 02/22/2019
 Assigned To:

Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Standalone Electrical Permit: Yes
 Power Co.: DUKE
 Subdivision: MATTHEWS ADDITION
 Acres: 0.449032

ELER-000901-2019
 Status: Complete
 Application Date: 02/18/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Building Permit #: 0336
 Electrical - Fire Alarm: No
 Power Co.: DUKE
 Description: WIRING MODULAR HOME

Type: Electrical (Residential)
 Workclass: Modular
 Issue Date: 02/18/2019
 Sq Ft: 1,698
 Duke Energy: Yes
 Standalone Electrical Permit: No
 Subdivision:

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/25/2019
 Valuation: \$150,000.00

Main Address:
 1579 John Rosser Rd
 Sanford, NC 27332
 Finaled Date: 02/26/2019
 Assigned To:

Service Change Out: Up to 100 Amps: No
 Service Change Out: 125 to 200 Amps: Number of Modular Homes: 1
 Central Electric (EMC): No
 Progress Energy: No
 Acres: 6.08616

ELER-000902-2019
 Status: Issued
 Application Date: 02/18/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:

Type: Electrical (Residential)
 Workclass: Miscellaneous
 Issue Date: 02/18/2019
 Sq Ft: 0

District: Sanford
 Project:
 Expiration: 08/17/2019
 Valuation: \$0.00

Main Address:
 1121 Hawkins Ave
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Duke Energy: No	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes
Progress Energy: No	Central Electric (EMC): No	Acres: 0.938806	Power Co.: DUKE
Description: WIRING OF BASEMENT OUTLETS, FIXTURES			Subdivision: MCCRACKEN HEIGHTS
ELER-000924-2019	Type: Electrical (Residential)	District: Sanford	704 Oddfellow St
Status: Complete	Workclass: Service Change	Project:	Sanford, NC 27330
Application Date: 02/21/2019	Issue Date: 02/12/2019	Expiration: 08/20/2019	Final Date: 02/21/2019
Zone: R-6 R-6	Sq Ft: 0	Valuation: \$0.00	Assigned To:
Additional Info:			
Duke Energy: No	Service Change Out: Up to 100 Amps: Yes	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes
Progress Energy: No	Central Electric (EMC): No	Acres: 0.302979	Subdivision:
Description: SERVICE CHANGE 100AMP			
ELER-000930-2019	Type: Electrical (Residential)	District: Sanford ETJ	2103 Carthage St
Status: Issued	Workclass: Alteration	Project:	Sanford, NC 27330
Application Date: 02/21/2019	Issue Date: 02/21/2019	Expiration: 08/20/2019	Final Date:
Zone: R-12 R-12 Residential Mixed	Sq Ft: 0	Valuation: \$0.00	Assigned To:
Additional Info:			
Duke Energy: No	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes
Progress Energy: No	Central Electric (EMC): No	Acres: 0.829219	Subdivision: CARTHAGE SQUARE
Description: OUTLETS/FIXTURES			
ELER-000940-2019	Type: Electrical (Residential)	District: Sanford	48 Thornwood Ct
Status: Issued	Workclass: Manufactured Home	Project:	Sanford, NC 27330
Application Date: 02/22/2019	Issue Date: 02/22/2019	Expiration: 08/28/2019	Final Date:
Zone: R-20/MH R-20/MH	Sq Ft: 0	Valuation: \$0.00	Assigned To:
Additional Info:			
Building Permit #: BRES-000056-2018	Duke Energy: Yes	Service Change Out: Up to 100 Amps: No	Manufactured Home Subclass: Single-Wide
Electrical - Fire Alarm: No	Standalone Electrical Permit: No	Progress Energy: No	Watershed: CAPE FEAR / LEE COUNTY
Acres: 40.408	Power Co.: DUKE	Subdivision:	
Description: 2013 16'X76 SINGLE-WIDE SET UP			
ELER-000942-2019	Type: Electrical (Residential)	District: Lee County (Unincorporated)	7612 Sheriff Watson Rd
Status: Issued	Workclass: Manufactured Home	Project:	Sanford, NC 27332
Application Date: 02/22/2019	Issue Date: 02/22/2019	Expiration: 08/26/2019	Final Date:
Zone: RA/MH RA/MH	Sq Ft: 0	Valuation: \$0.00	Assigned To:
Additional Info:			
Duke Energy: No	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No	Standalone Electrical Permit: No
Progress Energy: No	Central Electric (EMC): Yes	Acres: 0.939881	Subdivision: SOUTH OAKS
Description: 2016 16'X80 SINGLE-WIDE SET -UP			

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

ELER-000944-2019
 Status: Complete
 Application Date: 02/25/2019
 Zone: R-20 R-20
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: SERVICE CHANGE DUE TO TREE FALLING 200AMP

Type: Electrical (Residential)
 Workclass: Service Change
 Issue Date: 02/25/2019
 Sq Ft: 0

Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No

District: Sanford
 Project:
 Expiration: 08/24/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9632-59-9341-00
 Last Inspection: 02/25/2019
 Assigned To:

808 Duke Dr
 Sanford, NC 27330
 Finaled Date: 02/25/2019

Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 Yes
 Acres: 0.536815

Power Co.: DUKE

Standalone Electrical Permit: Yes
 Subdivision: HANNOVER CIRCLE

ELER-000945-2019
 Status: Issued
 Application Date: 02/25/2019
 Zone: RR RR
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Subdivision:
 Description: INTERIOR RENOVATIONS

Type: Electrical (Residential)
 Workclass: Alteration
 Issue Date: 02/25/2019
 Sq Ft: 0

Service Change Out: Up to 100 Amps: No
 Central Electric (EMC): No

District: Sanford
 Project:
 Expiration: 08/28/2019
 Valuation: \$30,000.00

Main Address:
 Parcel: 9634-46-0144-00
 Last Inspection: 03/01/2019
 Assigned To:

2024 Boone Trail Rd
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Acres: 20.7043

Power Co.: DUKE

Standalone Electrical Permit: No
 Flood Zone: AEFW, SHADED X, AE

ELER-000971-2019
 Status: Issued
 Application Date: 02/26/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Building Permit #: BRES-000938-2019
 Electrical - Fire Alarm: No
 Acres: 1.84237
 Description: WIRING OF 2019 28X76' DOUBLE-WIDE SET UP

Type: Electrical (Residential)
 Workclass: Manufactured Home
 Issue Date: 02/26/2019
 Sq Ft: 0

Duke Energy: No
 Standalone Electrical Permit: No
 Power Co.: CEMC

District: Lee County (Unincorporated)
 Project:
 Expiration: 09/03/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9537-99-6562-00
 Last Inspection: 03/07/2019
 Assigned To:

2634 Nicholson Rd
 Cameron, NC 28326
 Finaled Date:
 Assigned To:

Service Change Out: Up to 100 Amps: No
 Service Change Out: 125 to 200 Amps: No
 Progress Energy: No

Manufactured Home Subclass: Double-Wide
 Watershed: LITTLE RIVER / LEE COUNTY

Subdivision:

ELER-000973-2019
 Status: Issued
 Application Date: 02/27/2019
 Zone: R-14 R-14 Residential Single-Family
 Additional Info:
 Building Permit #: 047
 Standalone Electrical Permit: No
 Acres: 1.08112
 Description: WIRING OF NEW SFD (200 AMPS)

Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 02/27/2019
 Sq Ft: 2,270

Duke Energy: Yes
 Progress Energy: No
 Flood Zone: AE

District: Sanford
 Project:
 Expiration: 09/04/2019
 Valuation: \$150,000.00

Main Address:
 Parcel: 9633-01-4364-00
 Last Inspection: 03/08/2019
 Assigned To:

2532 Creek Trl
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

Service Change Out: Up to 100 Amps: No
 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
 No
 Central Electric (EMC): No
 Total Amperage: 200

Watershed: DEEP RIVER / LEE COUNTY

Subdivision: WILLOW BROOKE

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

ELER-000985-2019
 Status: Issued
 Application Date: 02/28/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Building Permit #: BRES-000118-2018
 Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 02/28/2019
 Sq Ft: 4,194
 Duke Energy: No
 Progress Energy: No
 Subdivision: IDLEWILDE FARMS
 Standalone Electrical Permit: No
 Power Co.: DUKE
 Description: WIRING OF NEW SFD 400 AMP
 PLAN CASE WAS COMPLETED WITHIN DESKTOP PLAN CASE# PRES-1-18-9748

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/27/2019
 Valuation: \$250,000.00
 Main Address:
 Parcel: 9620-97-1462-00
 Last Inspection:
 Service Change Out: 125 to 200 Amps:
 No
 Total Amperage: 400
 Service Change Out: 125 to 200 Amps:
 No
 Total Amperage: 400
 Electrical - Fire Alarm: No
 Acres: 3.0365

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/31/2019
 Valuation: \$136,150.00
 Service Change Out: Up to 100 Amps:
 No
 Central Electric (EMC): No

ELER-000988-2019
 Status: Issued
 Application Date: 02/28/2019
 Zone:
 Additional Info:
 Building Permit #: BRES-000046-2018
 Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 02/28/2019
 Sq Ft: 1,838
 Duke Energy: No
 Progress Energy: No
 Standalone Electrical Permit: No
 Description: NEW SFD
 PERMIT HAS BEEN TRANSFERRED FROM DESKTOP VERSION
 PERMIT# 31958
 PLAN CASE# PRES-8-18-10323

District: Lee County (Unincorporated)
 Project:
 Expiration: 03/04/2019
 Valuation:
 Main Address:
 Parcel: 1529 Kentucky Ave
 Sanford, NC 27332
 Last Inspection:
 Service Change Out: 125 to 200 Amps:
 No
 Total Amperage: 200
 Electrical - Fire Alarm: No
 Acres: 0.18

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/27/2019
 Valuation: \$260,000.00
 Service Change Out: Up to 100 Amps:
 No
 Central Electric (EMC): No

ELER-000989-2019
 Status: Issued
 Application Date: 02/28/2019
 Zone: MF-12 MF-12 Multifamily
 Additional Info:
 Building Permit #: BRES-000139-2018
 Type: Electrical (Residential)
 Workclass: New Construction
 Issue Date: 02/28/2019
 Sq Ft: 3,552
 Duke Energy: No
 Progress Energy: No
 Standalone Electrical Permit: No
 Flood Zone: AEFW, SHADED X, AE
 Description: NEW SFD

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/27/2019
 Valuation:
 Main Address:
 Parcel: 3351 Cotten Rd
 Sanford, NC 27330
 Last Inspection:
 Service Change Out: 125 to 200 Amps:
 No
 Total Amperage: 200
 Electrical - Fire Alarm: No
 Acres: 42.68

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/27/2019
 Valuation: \$0.00
 Service Change Out: Up to 100 Amps:
 No
 Central Electric (EMC): No

ELER-000991-2019
 Status: Issued
 Application Date: 02/28/2019
 Zone: R-6 R-6
 Additional Info:
 Duke Energy: No
 Progress Energy: No
 Description: REPAIRS DUE TO FIRE DAMAGE

District: Sanford
 Project:
 Expiration: 08/27/2019
 Valuation:
 Main Address:
 Parcel: 9642-66-8688-00
 Sanford, NC 27330
 Last Inspection:
 Service Change Out: 125 to 200 Amps:
 No
 Total Amperage: 200
 Electrical - Fire Alarm: No
 Standalone Electrical Permit: No
 Power Co.: DUKE
 Subdivision: REDEVELOPMENT AREA
 Acres: 0.183126

District: Sanford
 Project:
 Expiration: 08/27/2019
 Valuation: \$0.00
 Service Change Out: 125 to 200 Amps:
 No
 Central Electric (EMC): No

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

FIRE

FIRE-000844-2019
 Status: Issued
 Application Date: 02/12/2019
 Zone: C-2 C-2 General Commercial
 Additional Info:
 New Construction: No
 Subdivision:
 Description: OK TO PERMIT FIRE ALARM UPFIT; BASIC FEE ONLY PER ALEX C.

Type: Fire
 Workclass: Fire Alarm
 Issue Date: 02/12/2019
 Sq Ft: 0

Re-Test: No
 Acres: 0.47

District: Sanford
 Project:
 Expiration: 08/11/2019
 Valuation: \$0.00

Renovations: Yes
 Power Co.: DUKE

Main Address:
 Parcel: 9652-62-5091-00
 Last Inspection:
 Assigned To: Chyna Klitt

Standby Personnel Needed: No

FIRE-000850-2019
 Status: Issued
 Application Date: 02/12/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 New Construction: No
 Subdivision:
 Description: BURN PERMIT FOR NOTTINGHAM

Type: Fire
 Workclass: Burn
 Issue Date: 02/12/2019
 Sq Ft: 0

Re-Test: No
 Acres: 0.28

District: Sanford
 Project:
 Expiration: 08/11/2019
 Valuation: \$0.00

Renovations: No
 Power Co.: DUKE

Main Address:
 Parcel: 9643-45-7378-00
 Last Inspection:
 Assigned To:

Standby Personnel Needed: No

FIRE-000891-2019
 Status: Issued
 Application Date: 02/18/2019
 Zone: LI LI Light Industrial
 Additional Info:
 New Construction: No
 Number of Paint Booths: 1
 Description: FIRE SUPPRESSION FOR PAINT MIXING ROOM

Type: Fire
 Workclass: Fire Suppression
 Issue Date: 02/22/2019
 Sq Ft: 0

Re-Test: No
 Flood Zone: AE

District: Sanford
 Project:
 Expiration: 08/21/2019
 Valuation: \$0.00

Renovations: No
 Subdivision:

Main Address:
 Parcel: 9634-53-6899-00
 Last Inspection:
 Assigned To:

Standby Personnel Needed: No
 Power Co.: DUKE

FIRE-000897-2019
 Status: Issued
 Application Date: 02/18/2019
 Zone: LI LI Light Industrial
 Additional Info:
 New Construction: No
 Number of Sprinkler Systems: 1
 Description: OK TO PERMIT SPRINKLER MODIFICATIONS PER ALEX C. 2/5/19 (1,400 SQ.FT)

Type: Fire
 Workclass: Fire Suppression
 Issue Date: 02/18/2019
 Sq Ft: 0

Re-Test: No
 Subdivision:

District: Sanford
 Project:
 Expiration: 08/17/2019
 Valuation: \$0.00

Renovations: No
 Acres: 229.789

Main Address:
 Parcel: 9662-60-4701-00
 Last Inspection:
 Assigned To:

Standby Personnel Needed: No
 Power Co.: DUKE

FIRE-000916-2019
 Status: Complete
 Application Date: 02/19/2019
 Zone: R-6 R-6
 Additional Info:
 New Construction: No
 Subdivision:

Type: Fire
 Workclass: Fire Alarm
 Issue Date: 02/19/2019
 Sq Ft: 1,120

Re-Test: No
 Watershed: CAPE FEAR / LEE COUNTY

District: Sanford
 Project:
 Expiration: 08/18/2019
 Valuation: \$0.00

Renovations: No
 Acres: 0.605363

Main Address:
 Parcel: 9653-51-3893-00
 Last Inspection:
 Assigned To:

Standby Personnel Needed: No
 Power Co.: DUKE

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Description: FIRE ALARM PERMIT

FIRE-000921-2019
 Status: Issued
 Application Date: 02/20/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 New Construction: No
 Number of Exhibits & Trade Shows: 0
 Description: ANNUAL EXHIBITS & TRADE SHOWS

Type: Fire
 Workclass: Fire Operational
 Issue Date: 02/20/2019
 Sq Ft: 0
 Re-Test: No
 Historic District: HAWKINS

District: Sanford
 Project:
 Expiration: 08/19/2019
 Valuation: \$0.00
 Reactivation: No
 Subdivision:

Main Address:
 Parcel: 9643-51-1893-00
 Last Inspection:
 Renovations: No
 Acres: 1.56558
 Standby Personnel Needed: No
 Power Co.: DUKE

1801 Nash St
 Sanford, NC 27330
 Final Date:
 Assigned To:

FIRE-000950-2019
 Status: Issued
 Application Date: 02/25/2019
 Zone: R-14 R-14 Residential
 Single-Family
 Additional Info:
 New Construction: No
 Subdivision: PARK AT SOUTH PARK
 Description: BURN PERMIT FOR THE END OF COMMERCE DR.

Type: Fire
 Workclass: Burn
 Issue Date: 02/25/2019
 Sq Ft: 0
 Re-Test: No
 Acres: 0.36

District: Sanford
 Project:
 Expiration: 08/24/2019
 Valuation: \$0.00
 Reactivation: No
 Power Co.: DUKE

Main Address:
 Parcel: 9660-19-2077-00
 Last Inspection:
 Renovations: No
 Standby Personnel Needed: No

100 Tyvola St
 Sanford, NC 27332
 Final Date:
 Assigned To:

FIRE-000954-2019
 Status: Issued
 Application Date: 02/25/2019
 Zone: LI LI Light Industrial
 Additional Info:
 New Construction: No
 Subdivision:
 Description: ABC PERMIT

Type: Fire
 Workclass: ABC
 Issue Date: 02/25/2019
 Sq Ft: 0
 Re-Test: No
 Acres: 4.73978

District: Sanford
 Project:
 Expiration: 08/24/2019
 Valuation: \$0.00
 Reactivation: No
 Power Co.: DUKE

Main Address:
 Parcel: 9651-68-3632-00
 Last Inspection:
 Renovations: No
 Standby Personnel Needed: No

147 Rand St
 Sanford, NC 27332
 Final Date:
 Assigned To:

PERMITS ISSUED FOR FIRE: 8

MALT BEVERAGE

MALT-000953-2019
 Status: Issued
 Application Date: 02/25/2019
 Zone: LI LI Light Industrial
 Additional Info:
 Business Name: BRANNAN SCHLITZ
 BBO
 Description: ABC PERMIT

Type: Malt Beverage
 Workclass: Malt Beverage
 Issue Date: 02/25/2019
 Sq Ft: 0
 Phone: 919-721-8414

District: Sanford
 Project:
 Expiration: 08/24/2019
 Valuation: \$0.00
 Acres: 4.73978
 Power Co.: DUKE

Main Address:
 Parcel: 9651-68-3632-00
 Last Inspection:
 Renovations: No
 Subdivision:

147 Rand St
 Sanford, NC 27332
 Final Date:
 Assigned To:

PERMITS ISSUED FOR MALT BEVERAGE:

MECHANICAL

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

MECH-000524-2019	Type: Mechanical Workclass: Non-Residential Application Date: 01/03/2019 Issue Date: 02/20/2019 Zone: MF-12 MF-12 Multifamily Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No	District: Sanford Project: Expiration: 08/19/2019 Valuation: \$0.00 Building Permit #: BLDC-000307-2018 Watershed: N/A	Main Address: 3220 Keller-Andrews Rd Sanford, NC 27330 Finaled Date: Assigned To: Paulette Harmon Heat Pump Tons: 30 Subdivision:	Description: INSTALL 11 DUCTLESS HEATPUMP TOTALING 30 TONS	Number of Gas Logs/Fireplace Units: 1
MECH-000646-2019	Type: Mechanical Workclass: Residential Application Date: 01/17/2019 Issue Date: 02/28/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No	District: Lee County (Unincorporated) Project: Expiration: 08/28/2019 Valuation: \$203,329.00 Building Permit #: 0484 Subdivision: COPPER RIDGE EAST	Main Address: 220 Ore Run Ln Sanford, NC 27330 Finaled Date: Assigned To:	Description: 32" GAS FIREPLACE INSTALL	Number of Gas Logs/Fireplace Units: 1
MECH-000733-2019	Type: Mechanical Workclass: Residential Application Date: 01/30/2019 Issue Date: 02/01/2019 Zone: R-12 R-12 Residential Mixed Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No	District: Sanford Project: Expiration: 08/07/2019 Valuation: \$171,060.00 Building Permit #: BRES-000220-2018 Subdivision: HAWKINS RUN	Main Address: 700 Tidewater Dr Sanford, NC 27330 Finaled Date: Assigned To: Number of Heat Pump Units: 1	Description: HP PERMIT# RES-10-18-32537 PLAN CASE# PRES-10-18-10497	Number of Heat Pump Units: 1
MECH-000739-2019	Type: Mechanical Workclass: Residential Application Date: 01/30/2019 Issue Date: 02/01/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No	District: Lee County (Unincorporated) Project: Expiration: 07/31/2019 Valuation: \$250,000.00 Building Permit #: BRES-000118-2018 Power Co.: DUKE	Main Address: 210 Idlewilde Ln Sanford, NC 27332 Finaled Date: Assigned To: Number of Heat Pump Units: 1	Description: NEW SFD PLAN CASE WAS COMPLETED WITHIN DESKTOP PLAN CASE# PRES-1-18-9748	Number of Heat Pump Units: 1

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

MECH-000740-2019 Status: Complete Application Date: 01/30/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: No Acres: 1.48955 Description: HP 3 TON TRANSFERRED FROM DESKTOP 11/19/2018 PERMIT# 32633 PLAN CASE# PRES-7-18-10309	Type: Mechanical Workclass: Residential Issue Date: 02/01/2019 Sq Ft: 1,859 New Construction: No Subdivision:	District: Lee County (Unincorporated) Project: Expiration: 08/17/2019 Valuation: \$152,020.00 Residential Ductwork Additions: No Number of Heat Pump Units: 1	Main Address: Parcel: 9569-33-2377-00 Last Inspection: 02/18/2019 Assigned To: Commercial Ductwork Additions: No	3782 Swann Station Rd Sanford, NC 27332 Finaled Date: 02/18/2019 Assigned To:
MECH-000757-2019 Status: Issued Application Date: 02/01/2019 Zone: R-20 R-20 Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No Description: 2.5 TON SPLIT HP	Type: Mechanical Workclass: Residential Issue Date: 02/01/2019 Sq Ft: 0 New Construction: No Acres: 0.703638	District: Sanford ETJ Project: Expiration: 08/05/2019 Valuation: \$66,234.00 Building Permit #: BRES-000285-2018 Power Co.: DUKE	Main Address: Parcel: 9651-12-1844-00 Last Inspection: 02/06/2019 Assigned To: Residential Ductwork Additions: No Subdivision: ST ANDREWS	3805 Carson Dr Sanford, NC 27332 Finaled Date: Assigned To: Number of Heat Pump Units: 1
MECH-000759-2019 Status: Issued Application Date: 02/01/2019 Zone: OI OI Additional Info: Is this a standalone Mechanical Permit?: No Historic District: ROSEMONT-MCKIVER Subdivision: Description: EXHAUST FAN INSTALL	Type: Mechanical Workclass: Non-Residential Issue Date: 02/01/2019 Sq Ft: 0 New Construction: No Watershed: N/A	District: Sanford Project: Expiration: 07/31/2019 Valuation: \$0.00 Residential Ductwork Additions: No Acres: 2.34378	Main Address: Parcel: 9642-48-7869-00 Last Inspection: Assigned To: Commercial Ductwork Additions: No Power Co.: DUKE	112 Hillcrest Dr Sanford, NC 27330 Finaled Date: Assigned To: FEMA Map Number: N/A Flood Zone: N/A
MECH-000760-2019 Status: Complete Application Date: 02/01/2019 Zone: R-20 R-20 Additional Info: Is this a standalone Mechanical Permit?: Yes Acres: 0.698981 Description: HP	Type: Mechanical Workclass: Residential Issue Date: 02/01/2019 Sq Ft: 0 New Construction: No Power Co.: DUKE	District: Sanford Project: Expiration: 08/04/2019 Valuation: \$0.00 Residential Ductwork Additions: No Subdivision: ROYAL PINES	Main Address: Parcel: 9632-38-1263-00 Last Inspection: 02/05/2019 Assigned To: Number of Heat Pump Units: 1 Commercial Ductwork Additions: No	3107 Royal Pines Dr Sanford, NC 27330 Finaled Date: 02/06/2019 Assigned To:

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

MECH-000765-2019 Status: Complete Application Date: 02/04/2019 Zone: RR RR Additional Info: Is this a standalone Permit?: Yes Acres: 8.67218 Description: SINGLE HEATING UNIT 100,000 BTU	Type: Mechanical Workclass: Residential Issue Date: 02/04/2019 Sq Ft: 0 New Construction: No Power Co.: DUKE	District: Lee County (Unincorporated) Project: Expiration: 08/10/2019 Valuation: \$0.00 Residential Ductwork Additions: No Subdivision:	Main Address: 2508 Valley Rd Sanford, NC 27330 Parcel: 9624-85-1235-00 Last Inspection: 02/11/2019 Assigned To: Number of Heating Units: 1
MECH-000766-2019 Status: Issued Application Date: 02/04/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Permit?: No Commercial Ductwork Additions: No Description: 32" GAS LOGS/FIREPLACE INSTALL	Type: Mechanical Workclass: Residential Issue Date: 02/05/2019 Sq Ft: 4,624 New Construction: Yes Watershed: CAPE FEAR / LEE COUNTY	District: Lee County (Unincorporated) Project: Expiration: 08/12/2019 Valuation: \$203,329.00 Building Permit #: 0215 Acres: 1.46	Main Address: 217 Ore Run Ln Sanford, NC 27330 Parcel: 9666-45-9548-00 Last Inspection: 02/13/2019 Assigned To: Number of Gas Logs/Fireplace Units: 1 Subdivision: COPPER RIDGE EAST
MECH-000771-2019 Status: Complete Application Date: 02/04/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Permit?: Yes Acres: 6.58 Description: GAS PIPING (YARD LINE)	Type: Mechanical Workclass: Residential Issue Date: 02/04/2019 Sq Ft: 0 New Construction: No Power Co.: CEMC	District: Lee County (Unincorporated) Project: Expiration: 08/18/2019 Valuation: \$0.00 Residential Ductwork Additions: No Subdivision:	Main Address: 1123 Sheriff Watson Rd Sanford, NC 27332 Parcel: 9650-11-6772-00 Last Inspection: 02/19/2019 Assigned To: Commercial Ductwork Additions: No Units: 1
MECH-000772-2019 Status: Issued Application Date: 02/04/2019 Zone: LI LI Light Industrial Additional Info: Is this a standalone Permit?: Yes Historic District: EAST SANFORD Description: GAS PIPING INSTALL	Type: Mechanical Workclass: Non-Residential Issue Date: 02/04/2019 Sq Ft: 0 New Construction: No Acres: 1.21	District: Sanford Project: Expiration: 08/04/2019 Valuation: \$0.00 Residential Ductwork Additions: No Power Co.: DUKE	Main Address: 219 Maple Ave Sanford, NC 27330 Parcel: 9642-89-8718-00 Last Inspection: 02/05/2019 Assigned To: Commercial Ductwork Additions: No Units: 1 Subdivision:
MECH-000773-2019 Status: Complete Application Date: 02/04/2019 Zone: RAMH RAMH Additional Info: Is this a standalone Permit?: No	Type: Mechanical Workclass: Residential Issue Date: 02/04/2019 Sq Ft: 1,699 New Construction: Yes	District: Lee County (Unincorporated) Project: Expiration: 08/11/2019 Valuation: \$128,605.00 Building Permit #: 0423	Main Address: 618 E Forest Oaks Dr Sanford, NC 27330 Parcel: 9667-96-2781-00 Last Inspection: 02/12/2019 Assigned To: Number of Heat Pump Units: 1 Residential Ductwork Additions: No

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Commercial Ductwork Additions: No	Watershed: CAPE FEAR / LEE COUNTY	Acres: 5.1	Power Co.: CEMC	Subdivision:
Description: 3 TON SPLIT HEATPUMP INSTALL				
MECH-000775-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	108 Eaker Dr
Status: Issued	Workclass: Residential	Project:	Parcel: 9547-10-9747-00	Cameron, NC 28326
Application Date: 02/04/2019	Issue Date: 02/05/2019	Expiration: 08/04/2019	Last Inspection:	Final Date:
Zone: RA RA Residential Agricultural	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:	New Construction: No	Residential Ductwork Additions: No	Number of Gas Logs/Fireplace Units: 1	Number of Gas Piping/Pressure Test Units: 1
Is this a standalone Mechanical Permit?: Yes	Watershed: LITTLE RIVER / LEE COUNTY	Acres: 1.14739	Power Co.: CEMC	Subdivision: KENWOOD
Commercial Ductwork Additions: No	Watershed: LITTLE RIVER / LEE COUNTY			
Description: GAS LOGS/ FIREPLACE INSTALL W/ GAS PIPING				
MECH-000780-2019	Type: Mechanical	District: Sanford	Main Address:	1204 Radcliff Dr
Status: Complete	Workclass: Residential	Project:	Parcel: 9633-68-9264-00	Sanford, NC 27330
Application Date: 02/04/2019	Issue Date: 02/04/2019	Expiration: 08/10/2019	Last Inspection: 02/11/2019	Final Date: 02/11/2019
Zone: R-20 R-20	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:	New Construction: No	Residential Ductwork Additions: No	Commercial Ductwork Additions: No	Number of Heating Units: 1
Is this a standalone Mechanical Permit?: Yes	Power Co.: DUKE	Subdivision: HAMPTON PONDS		
Acres: 0.339703				
Description: 100000 BTU GAS FURNACE INSTALL				
MECH-000781-2019	Type: Mechanical	District: Sanford	Main Address:	704 S Homer Blvd
Status: Complete	Workclass: Non-Residential	Project:	Parcel: 9642-86-0546-00	Sanford, NC 27330
Application Date: 02/05/2019	Issue Date: 02/05/2019	Expiration: 08/05/2019	Last Inspection: 02/06/2019	Final Date: 02/06/2019
Zone: LI LI Light Industrial	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:	New Construction: No	Residential Ductwork Additions: No	Refrigeration Tons: 3	Commercial Ductwork Additions: No
Is this a standalone Mechanical Permit?: Yes	Power Co.: DUKE	Subdivision:		
Acres: 1.1				
Description: ICE MACHINE (1 HP)= 33,475 BTU/12,000= 3 TONS; KFC RESTAURANT				
MECH-000787-2019	Type: Mechanical	District: Sanford	Main Address:	2702 Carabonton Rd
Status: Issued	Workclass: Non-Residential	Project:	Parcel: 9633-40-2235-00	Sanford, NC 27330
Application Date: 02/05/2019	Issue Date: 02/07/2019	Expiration: 08/06/2019	Last Inspection: 03/07/2019	Final Date:
Zone: NC NC Neighborhood Commercial	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:	New Construction: No	Building Permit #: BLDC-000136-2018	Residential Ductwork Additions: No	Refrigeration Tons: 22
Is this a standalone Mechanical Permit?: No	Power Co.: DUKE	Acres: 1.81629	Power Co.: DUKE	Subdivision:
Commercial Ductwork Additions: No	Watershed: DEEP RIVER / LEE COUNTY			
Description: (1) 2 HP COOLER, (2) 3 HP COOLER				

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

MECH-000790-2019 Status: Issued Application Date: 02/05/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No Description: GAS LOGS/FIREPLACE PLAN CASE# PRES-9-18-10442 APPROVED THROUGH DESKTOP	Type: Mechanical Workclass: Residential Issue Date: 02/06/2019 Sq Ft: 3,345 New Construction: No Watershed: CAPE FEAR / LEE COUNTY	District: Lee County (Unincorporated) Project: Expiration: 08/10/2019 Valuation: \$270,000.00 Building Permit #: BRES-000057-2018 Acres: 0.86	Main Address: Parcel: 9666-29-3810-00 Last Inspection: 02/11/2019 Residential Ductwork Additions: No Power Co.: DUKE	108 Crosby Ln Sanford, NC 27330 Finaled Date: Assigned To: Number of Gas Logs/Fireplace Units: 1 Subdivision: PROVIDENCE LANDING
MECH-000793-2019 Status: Issued Application Date: 02/05/2019 Zone: RR RR Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No Description: GAS LOGS	Type: Mechanical Workclass: Residential Issue Date: 02/06/2019 Sq Ft: 3,663 New Construction: No Acres: 2.98	District: Lee County (Unincorporated) Project: Expiration: 08/26/2019 Valuation: \$245,000.00 Building Permit #: BRES-000029-2018 Power Co.: DUKE	Main Address: Parcel: 9622-64-7698-00 Last Inspection: 02/27/2019 Residential Ductwork Additions: No Subdivision: CASTLE RIDGE DEVELOPMENT	901 Steel Bridge Rd Sanford, NC 27330 Finaled Date: Assigned To: Number of Gas Logs/Fireplace Units: 1
MECH-000799-2019 Status: Complete Application Date: 02/06/2019 Zone: RR RR Additional Info: Is this a standalone Mechanical Permit?: Yes Acres: 0.632414 Description: 3 TON HP	Type: Mechanical Workclass: Residential Issue Date: 02/06/2019 Sq Ft: 0 New Construction: No Power Co.: DUKE	District: Lee County (Unincorporated) Project: Expiration: 08/07/2019 Valuation: \$0.00 Residential Ductwork Additions: No Subdivision: CAROLINA TRACE	Main Address: Parcel: 9670-04-7650-00 Last Inspection: 02/08/2019 Number of Heat Pump Units: 1	2042 Long Point Trl Sanford, NC 27332 Finaled Date: 02/08/2019 Assigned To: Commercial Ductwork Additions: No
MECH-000805-2019 Status: Complete Application Date: 02/06/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: No Acres: 4.82549 Description: GAS PIPING	Type: Mechanical Workclass: Residential Issue Date: 02/06/2019 Sq Ft: 0 New Construction: No Power Co.: DUKE	District: Lee County (Unincorporated) Project: Expiration: 08/10/2019 Valuation: \$0.00 Residential Ductwork Additions: No Subdivision:	Main Address: Parcel: 9539-81-7898-00 Last Inspection: 02/11/2019 Number of Gas Piping/Pressure Test Units: 1	1026 Sanders Rd Sanford, NC 27332 Finaled Date: 02/12/2019 Assigned To: Commercial Ductwork Additions: No

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

MECH-000806-2019 Status: Issued Application Date: 02/07/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No Description: 2.5 TON HEATPUMP INSTALL	Type: Mechanical Workclass: Residential Issue Date: 02/07/2019 Sq Ft: 2,638 New Construction: Yes Watershed: CAPE FEAR / LEE COUNTY	District: Lee County (Unincorporated) Project: Expiration: 08/20/2019 Valuation: \$145,000.00 Building Permit #: 0411 Acres: 1.29	Main Address: 2054 Deep River Rd Sanford, NC 27330 Finaled Date: Assigned To: Residential Ductwork Additions: No Subdivision: DEEP RIVER ESTATE	Number of Heat Pump Units: 1
MECH-000810-2019 Status: Complete Application Date: 02/07/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: Yes Acres: 1.87851 Description: GAS PIPING	Type: Mechanical Workclass: Residential Issue Date: 02/07/2019 Sq Ft: 0 New Construction: No Power Co.: CEMC	District: Lee County (Unincorporated) Project: Expiration: 08/20/2019 Valuation: \$0.00 Residential Ductwork Additions: No Subdivision:	Main Address: 513 Clifton Ln Sanford, NC 27330 Finaled Date: 02/21/2019 Assigned To: Number of Gas Piping/Pressure Test Units: 1 Commercial Ductwork Additions: No	
MECH-000811-2019 Status: Complete Application Date: 02/07/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: Yes Watershed: LITTLE RIVER / LEE COUNTY Description: GAS PIPING	Type: Mechanical Workclass: Residential Issue Date: 02/07/2019 Sq Ft: 0 New Construction: No Acres: 8.88718	District: Lee County (Unincorporated) Project: Expiration: 08/19/2019 Valuation: \$0.00 Residential Ductwork Additions: No Power Co.: DUKE	Main Address: 51 Halford Allen Ln Cameron, NC 28326 Finaled Date: 02/20/2019 Assigned To: Number of Gas Piping/Pressure Test Units: 1 Subdivision: Commercial Ductwork Additions: No	
MECH-000812-2019 Status: Complete Application Date: 02/07/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: No Watershed: LITTLE RIVER / LEE COUNTY Description: GAS PIPING	Type: Mechanical Workclass: Residential Issue Date: 02/07/2019 Sq Ft: 0 New Construction: No Acres: 2.83858	District: Lee County (Unincorporated) Project: Expiration: 08/19/2019 Valuation: \$0.00 Residential Ductwork Additions: No Power Co.: DUKE	Main Address: 72 Halford Allen Ln Cameron, NC 28326 Finaled Date: 02/20/2019 Assigned To: Number of Gas Piping/Pressure Test Units: 1 Subdivision: Commercial Ductwork Additions: No	
MECH-000816-2019 Status: Issued Application Date: 02/08/2019 Zone: RR RR Additional Info:	Type: Mechanical Workclass: Residential Issue Date: 02/08/2019 Sq Ft: 1,936	District: Lee County (Unincorporated) Project: Expiration: 08/14/2019 Valuation: \$155,000.00	Main Address: 418 Curnock Rd Sanford, NC 27330 Finaled Date: Assigned To:	

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No
 Description: 3 TON HEATPUMP INSTALL

MECH-000817-2019
 Status: Complete
 Application Date: 02/08/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No
 Description: 2 TON HEATPUMP INSTALL

Building Permit #: 0008
Power Co.: DUKE

Residential Ductwork Additions: No
Subdivision:

Number of Heat Pump Units: 1

Type: Mechanical
Workclass: Residential
Issue Date: 02/08/2019
Sq Ft: 0

District: Lee County (Unincorporated)
Project:
Expiration: 08/25/2019
Valuation: \$0.00

Main Address:
 1149 Pumping Station Rd
 Sanford, NC 27330
Filed Date: 02/26/2019
Assigned To:

Building Permit #: 0696
Acres: 2.80061

Residential Ductwork Additions: No
Power Co.: CEMC

Number of Heat Pump Units: 1
Subdivision: CAMPBELL, J BROWN

MECH-000818-2019
 Status: Complete
 Application Date: 02/08/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No
 Description: 3 TON HEATPUMP INSTALL

Building Permit #: 0649
Power Co.: DUKE

Residential Ductwork Additions: No
Flood Zone: AE

Number of Heat Pump Units: 1
Subdivision: JUNIPER CREEK PLANTATION

Type: Mechanical
Workclass: Residential
Issue Date: 02/08/2019
Sq Ft: 0

District: Lee County (Unincorporated)
Project:
Expiration: 08/20/2019
Valuation: \$0.00

Main Address:
 93 Leons Way
 Sanford, NC 27332
Filed Date: 02/26/2019
Assigned To:

Building Permit #: 0649
Acres: 3.4132

Residential Ductwork Additions: No

MECH-000822-2019
 Status: Complete
 Application Date: 02/08/2019
 Zone: R-20 R-20
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No
 Description: HP

Building Permit #: BRES-000210-2018
Power Co.: DUKE

Residential Ductwork Additions: No
Subdivision: OLDE JONESBORO

Number of Heat Pump Units: 1

Type: Mechanical
Workclass: Residential
Issue Date: 02/08/2019
Sq Ft: 1,280

District: Sanford
Project:
Expiration: 08/28/2019
Valuation: \$118,000.00

Main Address:
 3308 Cemetery Rd
 Sanford, NC 27332
Filed Date: 03/05/2019
Assigned To:

Building Permit #: 0649
Acres: 0.444119

MECH-000825-2019
 Status: Issued
 Application Date: 02/08/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Number of Heat Pump Units: 1
 Description: 3.5 TON HEATPUMP INSTALL & GAS PIPING

Building Permit #: 0215
Watershed: CAPE FEAR / LEE COUNTY

Residential Ductwork Additions: No
Acres: 1.46

Number of Gas Piping/Pressure Test Units: 1
Subdivision: COPPER RIDGE EAST

Type: Mechanical
Workclass: Residential
Issue Date: 02/08/2019
Sq Ft: 4,624

District: Lee County (Unincorporated)
Project:
Expiration: 08/18/2019
Valuation: \$203,329.00

Main Address:
 217 Ore Run Ln
 Sanford, NC 27330
Filed Date:
Assigned To:

Building Permit #: 0215
Acres: 1.46

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

MECH-000829-2019 Status: Complete Application Date: 02/11/2019 Zone: C-2 C-2 General Commercial Additional Info: Is this a standalone Mechanical Permit?: Yes Acres: 1.13648 Description: 5 TON HEATPUMP INSTALL	Type: Mechanical Workclass: Non-Residential Issue Date: 02/11/2019 Sq Ft: 0 New Construction: No Power Co.: DUKE	District: Sanford Project: Expiration: 08/13/2019 Valuation: \$0.00 Residential Ductwork Additions: No Subdivision:	Main Address: 1925 Bragg St Sanford, NC 27330 Parcel: 9652-54-0364-00 Last Inspection: 02/14/2019 Assigned To: Commercial Ductwork Additions: No
MECH-000831-2019 Status: Complete Application Date: 02/11/2019 Zone: R-12 R-12 Residential Mixed Additional Info: Is this a standalone Mechanical Permit?: Yes Acres: 0.394146 Description: 3 TON HEATPUMP INSTALL	Type: Mechanical Workclass: Residential Issue Date: 02/11/2019 Sq Ft: 0 New Construction: No Power Co.: DUKE	District: Sanford Project: Expiration: 09/02/2019 Valuation: \$0.00 Residential Ductwork Additions: No Subdivision: NOTTINGHAM	Main Address: 220 Loxley Ln Sanford, NC 27330 Parcel: 9643-47-8125-00 Last Inspection: 03/06/2019 Assigned To: Commercial Ductwork Additions: No
MECH-000832-2019 Status: Complete Application Date: 02/11/2019 Zone: R-20 R-20 Additional Info: Is this a standalone Mechanical Permit?: Yes Acres: 7.81 Description: 3 TON HEATPUMP INSTALL (BLDG 301)	Type: Mechanical Workclass: Non-Residential Issue Date: 02/11/2019 Sq Ft: 0 New Construction: No Power Co.: DUKE	District: Broadway Project: Expiration: 08/18/2019 Valuation: \$0.00 Residential Ductwork Additions: No Subdivision:	Main Address: 301 Gilbert Left Dr Broadway, NC 27505 Parcel: 9682-13-6989-00 Last Inspection: 02/19/2019 Assigned To: Commercial Ductwork Additions: No
MECH-000833-2019 Status: Complete Application Date: 02/11/2019 Zone: R-20 R-20 Additional Info: Is this a standalone Mechanical Permit?: Yes Acres: 7.81 Description: 3 TON HEATPUMP INSTALL (BLDG 101)	Type: Mechanical Workclass: Non-Residential Issue Date: 02/11/2019 Sq Ft: 0 New Construction: No Power Co.: DUKE	District: Broadway Project: Expiration: 08/18/2019 Valuation: \$0.00 Residential Ductwork Additions: No Subdivision:	Main Address: 101 Gilbert Left Dr Broadway, NC 27505 Parcel: 9682-13-6989-00 Last Inspection: 02/19/2019 Assigned To: Commercial Ductwork Additions: No
MECH-000835-2019 Status: Complete Application Date: 02/11/2019 Zone: RR RR Additional Info: Is this a standalone Mechanical Permit?: Yes	Type: Mechanical Workclass: Residential Issue Date: 02/11/2019 Sq Ft: 0 New Construction: No	District: Lee County (Unincorporated) Project: Expiration: 08/27/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: 863 Eagles Nest Dr Sanford, NC 27332 Parcel: 9660-80-6694-00 Last Inspection: 02/28/2019 Assigned To: Commercial Ductwork Additions: No

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Acres: 0.146183 Power Co.: DUKE Flood Zone: AE Subdivision: CAROLINA TRACE

Description: HEATPUMP INSTALL

MECH-000855-2019
 Status: Issued
 Application Date: 02/12/2019
 Zone: RR RR
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No Acres: 1.04
 Description: GAS PIPING TO FIREPALCE

Type: Mechanical
 Workclass: Residential
 Issue Date: 02/12/2019
 Sq Ft: 800
 New Construction: No

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/13/2019
 Valuation: \$53,750.00
 Building Permit #: 0541
 Power Co.: DUKE
 Residential Ductwork Additions: No
 Flood Zone: AE
 Number of Gas Piping/Pressure Test Units: 1
 Subdivision:

Main Address:
 Parcel: 9549-24-0378-00
 Last Inspection: 02/14/2019
 Finaled Date:
 Assigned To:
 471 Laws Rd
 Sanford, NC 27332

MECH-000856-2019
 Status: Complete
 Application Date: 02/12/2019
 Zone: R-20 R-20
 Additional Info:
 Is this a standalone Mechanical Permit?: Yes
 Acres: 1.87023
 Description: HP 5.0 TON

Type: Mechanical
 Workclass: Residential
 Issue Date: 02/12/2019
 Sq Ft: 0
 New Construction: No

District: Sanford
 Project:
 Expiration: 08/19/2019
 Valuation: \$0.00
 Residential Ductwork Additions: No
 Subdivision:
 Number of Heat Pump Units: 1
 Commercial Ductwork Additions: No

Main Address:
 Parcel: 9661-56-7193-00
 Last Inspection: 02/20/2019
 Finaled Date: 02/20/2019
 Assigned To:
 544 Cox Maddox Rd
 Sanford, NC 27332

MECH-000867-2019
 Status: Issued
 Application Date: 02/13/2019
 Zone: RR RR
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No Acres: 20.7043
 Description: 1.5 TON DUCTLESS HEATPUMP INSTALL

Type: Mechanical
 Workclass: Residential
 Issue Date: 02/13/2019
 Sq Ft: 0
 New Construction: No

District: Sanford
 Project:
 Expiration: 08/28/2019
 Valuation: \$30,000.00
 Building Permit #: 0486
 Flood Zone: AEFW, SHADED X, AE
 Residential Ductwork Additions: No
 Subdivision:
 Number of Heat Pump Units: 1

Main Address:
 Parcel: 9634-46-0144-00
 Last Inspection: 03/01/2019
 Finaled Date:
 Assigned To:
 2024 Boone Trail Rd
 Sanford, NC 27330

MECH-000870-2019
 Status: Issued
 Application Date: 02/14/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Is this a standalone Mechanical Permit?: Yes
 Commercial Ductwork Additions: No Acres: 2.41
 Description: GAS PIPING 4 UNITS

Type: Mechanical
 Workclass: Residential
 Issue Date: 02/14/2019
 Sq Ft: 0
 New Construction: No

District: Broadway
 Project:
 Expiration: 08/24/2019
 Valuation: \$0.00
 Residential Ductwork Additions: No
 Power Co.: DUKE
 Number of Gas Accessory Units: 0
 Subdivision:
 Number of Gas Pack Units: 4

Main Address:
 Parcel: 9682-54-2884-00
 Last Inspection: 02/25/2019
 Finaled Date: 02/25/2019
 Assigned To:
 411 E Harrington Ave
 Sanford, NC 27330

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

MECH-000871-2019	Type: Mechanical Workclass: Residential Application Date: 02/14/2019 Issue Date: 02/14/2019 Zone: RR RR Sq Ft: 3,995 Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No Description: 2 HP UNIT	District: Lee County (Unincorporated) Project: 0604-13-0474-00 Expiration: 08/13/2019 Valuation: \$177,815.00 Building Permit #: BRES-000505-2018 Power Co.: CEMC	Main Address: Parcel: 0604-13-0474-00 Last Inspection: Residential Ductwork Additions: No Flood Zone: AE	558 Round Fish Dr Sanford, NC 27330 Final Date: Assigned To: Number of Heat Pump Units: 2 Subdivision: FALL CREEK
MECH-000872-2019	Type: Mechanical Workclass: Residential Application Date: 02/14/2019 Issue Date: 02/14/2019 Zone: RA RA Residential Agricultural Sq Ft: 3,138 Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No Description: HEATPUMP 3 TON	District: Lee County (Unincorporated) Project: 9547-20-0859-00 Expiration: 08/26/2019 Valuation: \$137,940.00 Building Permit #: BRES-000439-2018 Acres: 1.28319	Main Address: Parcel: 9547-20-0859-00 Last Inspection: 02/27/2019 Residential Ductwork Additions: No Power Co.: CEMC	110 Eaker Dr Sanford, NC 27330 Final Date: Assigned To: Number of Heat Pump Units: 1 Subdivision: KENWOOD
MECH-000874-2019	Type: Mechanical Workclass: Residential Application Date: 02/14/2019 Issue Date: 02/14/2019 Zone: RA RA Residential Agricultural Sq Ft: 0 Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No Description: HP 2.5 TON	District: Lee County (Unincorporated) Project: 9600-96-2448-00 Expiration: 08/13/2019 Valuation: \$0.00 Building Permit #: BRES-000044-2018 Power Co.: CEMC	Main Address: Parcel: 9600-96-2448-00 Last Inspection: Residential Ductwork Additions: No Subdivision:	3536 S Plank Rd Sanford, NC 27330 Final Date: Assigned To: Number of Heat Pump Units: 1
MECH-000875-2019	Type: Mechanical Workclass: Residential Application Date: 02/15/2019 Issue Date: 02/15/2019 Zone: R-20 R-20 Sq Ft: 0 Additional Info: Is this a standalone Mechanical Permit?: Yes Acres: 0.595918 Description: 2 TON GAS PACK INSTALL	District: Sanford ETJ Project: 9651-27-9677-00 Expiration: 08/14/2019 Valuation: \$0.00 Residential Ductwork Additions: No Subdivision: KENDALE ACRES	Main Address: Parcel: 9651-27-9677-00 Last Inspection: Number of Gas Pack Units: 1	2723 Kendale Dr Sanford, NC 27332 Final Date: Assigned To: Commercial Ductwork Additions: No
MECH-000876-2019	Type: Mechanical Workclass: Residential Application Date: 02/15/2019 Issue Date: 02/15/2019 Zone: R-12 R-12 Residential Mixed Sq Ft: 2,078 Additional Info: Is this a standalone Mechanical Permit?: No	District: Sanford Project: 9651-46-6499-00 Expiration: 09/04/2019 Valuation: \$128,000.00 Building Permit #: BRES-000369-2018	Main Address: Parcel: 9651-46-6499-00 Last Inspection: 03/08/2019 Residential Ductwork Additions: No	3100 Pasile Ct Sanford, NC 27332 Final Date: Assigned To: Number of Gas Piping/Pressure Test Units: 1

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Number of Heat Pump Units: 1 Commercial Ductwork Additions: No Acres: 0.322069 Power Co.: DUKE Subdivision: ST JAMES PLACE
 Description: NEW SFD- 2.5 TON HEATPUMP & ADDED GAS PIPING UNIT TO RANGE ON 3/7/2019. FEES WILL APPLY. CK

MECH-000877-2019
 Status: Issued
 Application Date: 02/15/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No
 Description: NEW SFD

Type: Mechanical
 Workclass: Residential
 Issue Date: 02/15/2019
 Sq Ft: 1,990
 New Construction: No
 Acres: 0.325445
 Power Co.: DUKE

District: Sanford
 Project:
 Expiration: 09/03/2019
 Valuation: \$180,000.00
 Building Permit #: BRES-000122-2018
 Residential Ductwork Additions: No
 Subdivision: ST JAMES PLACE

Main Address:
 Parcel: 9651-46-7411-00
 Last Inspection: 03/07/2019
 Assigned To:
 Number of Heat Pump Units: 1

MECH-000878-2019
 Status: Complete
 Application Date: 02/15/2019
 Zone: C-2 C-2 General Commercial
 Additional Info:
 Is this a standalone Mechanical Permit?: Yes
 Acres: 0.623614
 Description: 4 TON HEATPUMP INSTALL

Type: Mechanical
 Workclass: Non-Residential
 Issue Date: 02/15/2019
 Sq Ft: 0
 New Construction: No
 Power Co.: DUKE

District: Sanford
 Project:
 Expiration: 08/26/2019
 Valuation: \$0.00
 Residential Ductwork Additions: No
 Heat Pump Tons: 4
 Subdivision:

Main Address:
 Parcel: 9642-58-6769-00
 Last Inspection: 02/27/2019
 Assigned To:
 Commercial Ductwork Additions: No

MECH-000879-2019
 Status: Issued
 Application Date: 02/15/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No
 Description: NEW SFD HEATPUMP CASE STARTED WITHIN DESKTOP VERSION PLAN CASE# PRES-9-18-10422

Type: Mechanical
 Workclass: Residential
 Issue Date: 02/15/2019
 Sq Ft: 1,924
 New Construction: No
 Acres: 0.326327
 Power Co.: DUKE

District: Sanford
 Project:
 Expiration: 08/20/2019
 Valuation: \$160,900.00
 Building Permit #: BRES-000044-2018
 Residential Ductwork Additions: No
 Subdivision: ST JAMES PLACE

Main Address:
 Parcel: 9651-46-7333-00
 Last Inspection: 02/21/2019
 Assigned To:
 Number of Heat Pump Units: 1

MECH-000880-2019
 Status: Issued
 Application Date: 02/15/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Is this a standalone Mechanical Permit?: Yes
 Acres: 9.36645
 Description: 2 TON GAS PACK INSTALL

Type: Mechanical
 Workclass: Residential
 Issue Date: 02/15/2019
 Sq Ft: 0
 New Construction: No
 Power Co.: CEMC

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/20/2019
 Valuation: \$0.00
 Residential Ductwork Additions: No
 Subdivision: CRAVEN

Main Address:
 Parcel: 9601-62-3099-00
 Last Inspection: 02/21/2019
 Assigned To:
 Commercial Ductwork Additions: No
 Number of Gas Pack Units: 1

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

MECH-000887-2019 Status: Complete Application Date: 02/15/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No Description: HEATPUMP INSTALL	Type: Mechanical Workclass: Residential Issue Date: 02/15/2019 Sq Ft: 0 New Construction: No Acres: 2.06415	District: Lee County (Unincorporated) Project: Expiration: 08/25/2019 Valuation: \$0.00 Building Permit #: 0467 Power Co.: DUKE	Main Address: Parcel: 9559-94-6862-00 Last Inspection: 02/26/2019	92 Leons Way Sanford, NC 27332 Final Date: 02/26/2019 Assigned To: Number of Heat Pump Units: 1
MECH-000889-2019 Status: Complete Application Date: 02/18/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No Description: INSTALL 2.5 TON HEATPUMP & DUCT WORK	Type: Mechanical Workclass: Residential Issue Date: 02/18/2019 Sq Ft: 1,698 New Construction: No Acres: 6.08616	District: Lee County (Unincorporated) Project: Expiration: 08/25/2019 Valuation: \$150,000.00 Building Permit #: 0336 Subdivision:	Main Address: Parcel: 9672-71-0413-00 Last Inspection: 02/26/2019	1579 John Rosser Rd Sanford, NC 27332 Final Date: 02/26/2019 Assigned To: Number of Heat Pump Units: 1
MECH-000890-2019 Status: Issued Application Date: 02/18/2019 Zone: LI LI Light Industrial Additional Info: Is this a standalone Mechanical Permit?: Yes Acres: 24.6224 Description: EXHAUST FOR PAINT MIXING ROOM	Type: Mechanical Workclass: Non-Residential Issue Date: 02/22/2019 Sq Ft: 0 New Construction: No Power Co.: DUKE	District: Sanford Project: Expiration: 08/21/2019 Valuation: \$0.00 Residential Ductwork Additions: No Flood Zone: AE	Main Address: Parcel: 9634-53-6699-00 Last Inspection:	1824 Boone Trail Rd Sanford, NC 27330 Final Date: Assigned To: Commercial Changeout Units: 1
MECH-000893-2019 Status: Complete Application Date: 02/18/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: Yes Acres: 5.54589 Description: (2) 2 TON UPSTAIRS/2.5 TON DOWNSTAIRS HEATPUMP INSTALLS	Type: Mechanical Workclass: Residential Issue Date: 02/18/2019 Sq Ft: 0 New Construction: No Power Co.: CEMC	District: Lee County (Unincorporated) Project: Expiration: 08/19/2019 Valuation: \$0.00 Residential Ductwork Additions: No Flood Zone: AE	Main Address: Parcel: 9620-34-3254-00 Last Inspection: 02/20/2019	2078 Chris Cole Rd Sanford, NC 27332 Final Date: 02/20/2019 Assigned To: Commercial Ductwork Additions: No
MECH-000894-2019 Status: Issued Application Date: 02/18/2019 Zone: RR RR Additional Info: Is this a standalone Mechanical Permit?: No	Type: Mechanical Workclass: Residential Issue Date: 02/18/2019 Sq Ft: 2,280 New Construction: No	District: Lee County (Unincorporated) Project: Expiration: 08/25/2019 Valuation: \$197,094.00 Building Permit #: BRES-000295-2018	Main Address: Parcel: 9670-29-0134-00 Last Inspection: 02/26/2019	5112 Bluebird Dr Sanford, NC 27332 Final Date: Assigned To: Number of Gas Piping/Pressure Test Units: 1

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

<p>Number of Heat Pump Units: 1 Description: HP FOR NEW SFD WITH GAS PIPING</p>	<p>Commercial Ductwork Additions: No Acres: 0.226842</p>	<p>Power Co.: DUKE</p>	<p>Subdivision: CAROLINA TRACE</p>
<p>MECH-000895-2019 Status: Issued Application Date: 02/18/2019 Zone: RR RR Additional Info: Is this a standalone Mechanical Permit?: No Number of Heat Pump Units: 1 Description: NEW SFD PLAN CASE# PRES-10-18-10540 HEATPUMP AND GAS PIPING</p>	<p>Type: Mechanical Workclass: Residential Issue Date: 02/18/2019 Sq Ft: 3,663 New Construction: No Commercial Ductwork Additions: No Acres: 2.98</p>	<p>District: Lee County (Unincorporated) Project: Expiration: 08/17/2019 Valuation: \$245,000.00 Building Permit #: BRES-000029-2018 Residential Ductwork Additions: No Power Co.: DUKE</p>	<p>901 Steel Bridge Rd Sanford, NC 27330 Final Date: Assigned To: Number of Gas Piping/Pressure Test Units: 1 Subdivision:</p>
<p>MECH-000896-2019 Status: Issued Application Date: 02/18/2019 Zone: Additional Info: Is this a standalone Mechanical Permit?: No Number of Heat Pump Units: 1 Description: HP NEW SFD WITH GAS PIPING. REQUESTED REFUND FOR GAS PIPING ON 02/18/2019 GAS PIPING WAS NOT NEEDED \$40.00 PH PERMIT# 31958 PLAN CASE# PRES-8-18-10323</p>	<p>Type: Mechanical Workclass: Residential Issue Date: 02/18/2019 Sq Ft: 1,838 New Construction: No Commercial Ductwork Additions: No Acres: 0.18</p>	<p>District: Lee County (Unincorporated) Project: Expiration: 08/31/2019 Valuation: \$136,150.00 Building Permit #: BRES-000046-2018 Residential Ductwork Additions: No</p>	<p>1529 Kentucky Ave Sanford, NC 27332 Final Date: Assigned To: Number of Gas Piping/Pressure Test Units: 1</p>
<p>MECH-000898-2019 Status: Issued Application Date: 02/18/2019 Zone: RR RR Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No Acres: 0.183678 Description: (2) 2 TON HEATPUMP INSTALLS</p>	<p>Type: Mechanical Workclass: Residential Issue Date: 02/18/2019 Sq Ft: 2,311 New Construction: No Commercial Ductwork Additions: No Acres: 0.183678</p>	<p>District: Lee County (Unincorporated) Project: Expiration: 09/04/2019 Valuation: \$85,000.00 Building Permit #: 0846 Power Co.: DUKE</p>	<p>3014 Bourbon St Sanford, NC 27330 Final Date: Assigned To: Number of Heat Pump Units: 2</p>
<p>MECH-000904-2019 Status: Issued Application Date: 02/18/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No Watershed: CAPE FEAR / LEE COUNTY Description: 32" GAS FIREPLACE INSTALL</p>	<p>Type: Mechanical Workclass: Residential Issue Date: 02/20/2019 Sq Ft: 3,091 New Construction: Yes</p>	<p>District: Lee County (Unincorporated) Project: Expiration: 08/19/2019 Valuation: \$203,329.00 Building Permit #: 0539 Acres: 2.33</p>	<p>162 Rod Sullivan Rd Sanford, NC 27330 Final Date: Assigned To: Number of Gas Logs/Fireplace Units: 2 Subdivision: COPPER RIDGE EAST</p>

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

MECH-000905-2019
 Status: Issued
 Application Date: 02/18/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No
 Description: 32" GAS FIREPLACE

Type: Mechanical
 Workclass: Residential
 Issue Date: 02/20/2019
 Sq Ft: 4,995
 New Construction: Yes
 Watershed: CAPE FEAR / LEE COUNTY

District: Lee County (Unincorporated)
 Project:
 Expiration: 09/03/2019
 Valuation: \$203,329.00

Main Address:
 Parcel: 9666-45-8852-00
 Last Inspection: 03/07/2019

Building Permit #: 0261
 Residential Ductwork Additions: No
 Power Co.: DUKE
 Acres: 0.92

Number of Gas Logs/Fireplace Units: 1
 Subdivision: COPPER RIDGE EAST

MECH-000914-2019
 Status: Complete
 Application Date: 02/19/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Is this a standalone Mechanical Permit?: Yes
 Acres: 133.27
 Description: 2 HP

Type: Mechanical
 Workclass: Residential
 Issue Date: 02/19/2019
 Sq Ft: 0
 New Construction: No
 Power Co.: CEMC

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/26/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9601-39-9038-00
 Last Inspection: 02/27/2019

Residential Ductwork Additions: No
 Number of Heat Pump Units: 2
 Subdivision:
 Commercial Ductwork Additions: No

536 Garner Rd
 Sanford, NC 27330
 Finaled Date: 02/27/2019
 Assigned To:

MECH-000915-2019
 Status: Issued
 Application Date: 02/19/2019
 Zone: RAMH RAMH
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Commercial Ductwork Additions: No
 Description: HP

Type: Mechanical
 Workclass: Residential
 Issue Date: 02/19/2019
 Sq Ft: 0
 New Construction: No
 Acres: 0.939881

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/26/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9547-84-1439-00
 Last Inspection: 02/27/2019

Residential Ductwork Additions: No
 Number of Heat Pump Units: 1
 Subdivision: SOUTH OAKS

7612 Sheriff Watson Rd
 Sanford, NC 27332
 Finaled Date:
 Assigned To:

MECH-000922-2019
 Status: Issued
 Application Date: 02/20/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Is this a standalone Mechanical Permit?: Yes
 Historic District:
 ROSEMONT-MCKIVER
 Description: (2) 2 TON HEATPUMP INSTALLS

Type: Mechanical
 Workclass: Residential
 Issue Date: 02/20/2019
 Sq Ft: 0
 New Construction: No
 Acres: 0.3

District: Sanford
 Project:
 Expiration: 08/19/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9642-59-1218-00
 Last Inspection:

Residential Ductwork Additions: No
 Number of Heat Pump Units: 2
 Subdivision: MCIVER PARK

509 Sunset Dr
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

Commercial Ductwork Additions: No

MECH-000923-2019
 Status: Complete
 Application Date: 02/20/2019
 Zone: RA RA Residential Agricultural
 Additional Info:

Type: Mechanical
 Workclass: Residential
 Issue Date: 02/20/2019
 Sq Ft: 0

District: Lee County (Unincorporated)
 Project:
 Expiration: 09/01/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9683-48-4717-00
 Last Inspection: 03/05/2019

Residential Ductwork Additions: No
 Number of Heat Pump Units: 1
 Subdivision: MCIVER PARK

3420 Rabbit Ridge Rd
 Sanford, NC 27330
 Finaled Date: 03/05/2019
 Assigned To:

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Is this a standalone Mechanical Permit?: Yes
Watershed: CAPE FEAR / LEE COUNTY
Description: 2.5 TON HEATPUMP INSTALL
New Construction: No
Acres: 0.529228
Residential Ductwork Additions: No
Power Co.: CEMC
Number of Heat Pump Units: 1
Commercial Ductwork Additions: No
Subdivision:

MECH-000927-2019
Status: Issued
Application Date: 02/21/2019
Zone: RA RA Residential/Agricultural
Additional Info:
Is this a standalone Mechanical Permit?: No
Type: Mechanical
Workclass: Residential
Issue Date: 02/21/2019
Sq Ft: 3,884
New Construction: Yes
Number of Gas Piping/Pressure Test Units: 1
Commercial Ductwork Additions: No
Acres: 0.693963
Building Permit #: 0929
Flood Zone: AE
Residential Ductwork Additions: No
Number of Gas Logs/Fireplace Units: 1
Subdivision:
Main Address: 251 Dycus Rd
Parcel: 9611-73-4553-00
Last Inspection: 02/22/2019
Assigned To:
Sanford, NC 27330

MECH-000943-2019
Status: Issued
Application Date: 02/25/2019
Zone: R-20 R-20
Additional Info:
Is this a standalone Mechanical Permit?: Yes
Type: Mechanical
Workclass: Residential
Issue Date: 02/25/2019
Sq Ft: 0
New Construction: No
Power Co.: DUKE
Acres: 0.635745
Description: HP 2.5 TON
Residential Ductwork Additions: No
Subdivision: WESTWOOD
Number of Heat Pump Units: 1
Commercial Ductwork Additions: No
Main Address: 2312 Caroline Dr
Parcel: 9652-10-3268-00
Last Inspection:
Assigned To:
Sanford, NC 27330

MECH-000946-2019
Status: Issued
Application Date: 02/25/2019
Zone: R-20 R-20
Additional Info:
Is this a standalone Mechanical Permit?: No
Type: Mechanical
Workclass: Residential
Issue Date: 02/25/2019
Sq Ft: 0
New Construction: No
Power Co.: DUKE
Acres: 0.757141
Description: 2 GAS PIPING UNITS TO A RANGE AND A HOT WATER HEATER
Residential Ductwork Additions: No
Subdivision: BROOKWOOD
Number of Gas Piping/Pressure Test Units: 2
Commercial Ductwork Additions: No
Main Address: 630 Erwin Rd
Parcel: 9632-97-7721-00
Last Inspection: 02/27/2019
Assigned To:
Sanford, NC 27330

MECH-000951-2019
Status: Issued
Application Date: 02/25/2019
Zone: RR RR
Additional Info:
Is this a standalone Mechanical Permit?: No
Type: Mechanical
Workclass: Residential
Issue Date: 02/25/2019
Sq Ft: 0
New Construction: No
Power Co.: DUKE
Acres: 0.2136
Description: 2 GAS PIPING UNITS TO A RANGE AND A HOT WATER HEATER
Residential Ductwork Additions: No
Subdivision: CAROLINA TRACE
Number of Heat Pump Units: 1
Commercial Ductwork Additions: No
Main Address: 1323 California Pl
Parcel: 9670-14-1949-00
Last Inspection:
Assigned To:
Sanford, NC 27332

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Description: HP 3.5 TON

MECH-000952-2019
 Status: Issued
 Application Date: 02/25/2019
 Zone: LI LI Light Industrial
 Additional Info:
 Is this a standalone Mechanical Permit?: No
 Number of Heat Pump Units: 0
 Power Co.: DUKE
 Description: 2 TON HP

Type: Mechanical
 Workclass: Non-Residential
 Issue Date: 02/25/2019
 Sq Ft: 0
 New Construction: No
 Commercial Ductwork Additions: No
 Flood Zone: AE

District: Lee County (Unincorporated)
 Project: 9634-16-2140-00
 Expiration: 08/24/2019
 Valuation: \$0.00
 Building Permit #: BLDC-000471-2018
 Residential Ductwork Additions: No
 Historic District: N/A
 Subdivision: N/A
 Watershed: N/A
 Main Address:
 Parcel: 9634-16-2140-00
 Last Inspection:
 Assigned To:
 Heat Pump Tons: 2
 Acres: 3.08363
 2209 Boone Trail Rd
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

MECH-000958-2019
 Status: Issued
 Application Date: 02/25/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Is this a standalone Mechanical Permit?: Yes
 Watershed: LITTLE RIVER / LEE COUNTY
 Description: 3 TON HP

Type: Mechanical
 Workclass: Residential
 Issue Date: 02/26/2019
 Sq Ft: 0
 New Construction: No
 Acres: 1.81679

District: Lee County (Unincorporated)
 Project: 9537-44-7161-00
 Expiration: 08/25/2019
 Valuation: \$0.00
 Residential Ductwork Additions: No
 Power Co.: CEMC
 Subdivision:
 Main Address:
 Parcel: 9537-44-7161-00
 Last Inspection:
 Assigned To:
 4067 Nicholson Rd
 Cameron, NC 28326
 Finaled Date:
 Assigned To:
 Commercial Ductwork Additions: No

MECH-000959-2019
 Status: Issued
 Application Date: 02/25/2019
 Zone: R-20 R-20
 Additional Info:
 Is this a standalone Mechanical Permit?: Yes
 Acres: 1.14572
 Description: HP

Type: Mechanical
 Workclass: Residential
 Issue Date: 02/26/2019
 Sq Ft: 0
 New Construction: No
 Power Co.: DUKE

District: Sanford
 Project: 9632-58-9836-00
 Expiration: 09/02/2019
 Valuation: \$0.00
 Residential Ductwork Additions: No
 Subdivision: HANNOVER CIRCLE
 Main Address:
 Parcel: 9632-58-9836-00
 Last Inspection: 03/06/2019
 Assigned To:
 728 Duke Dr
 Sanford, NC 27330
 Finaled Date:
 Assigned To:
 Commercial Ductwork Additions: No

MECH-000967-2019
 Status: Complete
 Application Date: 02/26/2019
 Zone: RR RR
 Additional Info:
 Is this a standalone Mechanical Permit?: Yes
 Acres: 0.624348
 Description: HP

Type: Mechanical
 Workclass: Residential
 Issue Date: 02/26/2019
 Sq Ft: 0
 New Construction: No
 Power Co.: DUKE

District: Lee County (Unincorporated)
 Project: 9670-18-0013-00
 Expiration: 09/03/2019
 Valuation: \$0.00
 Residential Ductwork Additions: No
 Subdivision: CAROLINA TRACE
 Main Address:
 Parcel: 9670-18-0013-00
 Last Inspection: 03/07/2019
 Assigned To:
 1941 Wedgewood Dr
 Sanford, NC 27332
 Finaled Date: 03/07/2019
 Assigned To:
 Commercial Ductwork Additions: No

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

MECH-000972-2019 Status: Issued Application Date: 02/27/2019 Zone: Additional Info: Is this a standalone Permit?: Yes Description: 2 TON 14 SEER HEATPUMP INSTALL	Type: Mechanical Workclass: Residential Issue Date: 02/27/2019 Sq Ft: 0 New Construction: No	District: Lee County (Unincorporated) Project: Expiration: 08/26/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9630-88-9561-00 Last Inspection: Number of Heat Pump Units: 1 Commercial Ductwork Additions: No	1509 Hickory House Rd Sanford, NC 27332 Final Date: Assigned To:
MECH-000975-2019 Status: Issued Application Date: 02/27/2019 Zone: Additional Info: Is this a standalone Permit?: Yes Commercial Ductwork Additions: No Description: (2) GAS FURNACE - 100,000 BTUS EACH. & (2)A/C UNIT INSTALLS (5 TON)	Type: Mechanical Workclass: Non-Residential Issue Date: 02/27/2019 Sq Ft: 0 New Construction: No	District: Lee County (Unincorporated) Project: Expiration: 09/04/2019 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: 9559-52-1931-00 Last Inspection: 03/08/2019 Refrigeration Tons: 5	5422 St Andrews Church Rd Sanford, NC 27332 Final Date: Assigned To: Gas Heating Unit BTUs: 200000
MECH-000976-2019 Status: Issued Application Date: 02/27/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Permit?: No Number of Heat Pump Units: 1 Description: 3 TON HEATPUMP & GAS PIPING INSTALL	Type: Mechanical Workclass: Residential Issue Date: 02/27/2019 Sq Ft: 2,670 New Construction: Yes Commercial Ductwork Additions: No	District: Lee County (Unincorporated) Project: Expiration: 08/28/2019 Valuation: \$203,329.00 Building Permit #: 0464 Watershed: CAPE FEAR / LEE COUNTY	Main Address: Parcel: 9666-55-0389-00 Last Inspection: 03/01/2019 Residential Ductwork Additions: No Acres: 1.76	220 Ore Run Ln Sanford, NC 27330 Final Date: Assigned To: Number of Gas Piping/Pressure Test Units: 1 Subdivision: COPPER RIDGE EAST
MECH-000977-2019 Status: Issued Application Date: 02/27/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Permit?: No Number of Heat Pump Units: 1 Description: 3 TON HEATPUMP & (2) GAS PIPING UNITS	Type: Mechanical Workclass: Residential Issue Date: 02/27/2019 Sq Ft: 4,995 New Construction: Yes Commercial Ductwork Additions: No	District: Lee County (Unincorporated) Project: Expiration: 09/03/2019 Valuation: \$203,329.00 Building Permit #: 0261 Watershed: CAPE FEAR / LEE COUNTY	Main Address: Parcel: 9666-45-9852-00 Last Inspection: 03/07/2019 Residential Ductwork Additions: No Acres: 0.92	118 Mill Run Ln Sanford, NC 27330 Final Date: Assigned To: Number of Gas Piping/Pressure Test Units: 2 Subdivision: COPPER RIDGE EAST
MECH-000978-2019 Status: Issued Application Date: 02/27/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Permit?: No	Type: Mechanical Workclass: Residential Issue Date: 02/27/2019 Sq Ft: 3,091 New Construction: Yes	District: Lee County (Unincorporated) Project: Expiration: 08/26/2019 Valuation: \$203,329.00 Building Permit #: 0539	Main Address: Parcel: 9666-56-1510-00 Last Inspection: Residential Ductwork Additions: No	162 Rod Sullivan Rd Sanford, NC 27330 Final Date: Assigned To: Number of Gas Piping/Pressure Test Units: 1

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Number of Heat Pump Units: 1 Watershed: CAPE FEAR / LEE COUNTY Acres: 2.33 Subdivision: COPPER RIDGE EAST

Description: 3 TON HEATPUMP & GAS PIPING INSTALL

MECH-000979-2019
 Status: Issued Type: Mechanical
 Application Date: 02/27/2019 Workclass: Residential
 Zone: R-12 R-12 Residential Mixed Issue Date: 02/27/2019
 Additional Info: Sq Ft: 3,114
 Is this a standalone Mechanical New Construction: Yes
 Permit?: No
 Commercial Ductwork Additions: No Acres: 0.3
 Description: 3.5 TON HEATPUMP INSTALL

Main Address:
 912 Little John Ln
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

Residential Ductwork Additions: No
 Number of Heat Pump Units: 1

MECH-000980-2019
 Status: Issued Type: Mechanical
 Application Date: 02/27/2019 Workclass: Residential
 Zone: R-12 R-12 Residential Mixed Issue Date: 02/27/2019
 Additional Info: Sq Ft: 2,858
 Is this a standalone Mechanical New Construction: Yes
 Permit?: No
 Commercial Ductwork Additions: No Acres: 0.27
 Description: 3.5 TON HEATPUMP INSTALL

Main Address:
 1004 Archer Ln
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

Residential Ductwork Additions: No
 Number of Heat Pump Units: 1

MECH-000981-2019
 Status: Issued Type: Mechanical
 Application Date: 02/27/2019 Workclass: Residential
 Zone: R-12 R-12 Residential Mixed Issue Date: 02/27/2019
 Additional Info: Sq Ft: 2,671
 Is this a standalone Mechanical New Construction: Yes
 Permit?: No
 Number of Heat Pump Units: 1 Commercial Ductwork Additions: No
 Description: 3 TON HEATPUMP INSTALL & GAS PIPING

Main Address:
 1006 Archer Ln.
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

Residential Ductwork Additions: No
 Number of Gas Piping/Pressure Test Units: 1

MECH-000982-2019
 Status: Issued Type: Mechanical
 Application Date: 02/27/2019 Workclass: Residential
 Zone: R-12 R-12 Residential Mixed Issue Date: 02/27/2019
 Additional Info: Sq Ft: 2,858
 Is this a standalone Mechanical New Construction: Yes
 Permit?: No
 Commercial Ductwork Additions: No Acres: 0.42
 Description: 3.5 TON HEATPUMP INSTALL

Main Address:
 1008 Archer Ln
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

Residential Ductwork Additions: No
 Number of Heat Pump Units: 1

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

MECH-000983-2019
 Status: Complete
 Application Date: 02/28/2019
 Zone:
 Additional Info:
 Is this a standalone Mechanical Permit?: Yes
 Description: 3.5 TON HEATPUMP INSTALL

Type: Mechanical
 Workclass: Non-Residential
 Issue Date: 02/28/2019
 Sq Ft: 0

New Construction: No

District: Sanford
 Project:
 Expiration: 09/01/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9642-69-4603-00
 Last Inspection: 03/05/2019
 Assigned To:

115 Carthage St
 Sanford, NC 27330
 Finaled Date: 03/05/2019

Residential Ductwork Additions: No
 Heat Pump Tons: 3.5
 Commercial Ductwork Additions: No

PERMITS ISSUED FOR MECHANICAL: 80

PLUMBING (NON-RESIDENTIAL)

PLMC-000936-2019
 Status: Issued
 Application Date: 02/22/2019
 Zone: C-2 C-2 General Commercial
 Additional Info:
 Number of Other Sinks: 1
 Acres: 8.0331
 Description: 2 FIXTURES (1 ICE MAKER & 1 SINK)

Type: Plumbing (Non-Residential)
 Workclass: Other
 Issue Date: 02/22/2019
 Sq Ft: 0

Other: 1
 Power Co.: DUKE

District: Sanford
 Project:
 Expiration: 08/25/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9631-44-6655-00
 Last Inspection: 02/26/2019
 Assigned To:

2262 S Jefferson Davis Hwy
 Sanford, NC 27330
 Finaled Date:

Plumber to Install Water & Sewer: No
 Subdivision:

PERMITS ISSUED FOR PLUMBING (NON-RESIDENTIAL): 1

PLUMBING (RESIDENTIAL)

PLMR-000755-2019
 Status: Issued
 Application Date: 02/01/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Full Baths: 3
 Subdivision:
 Description: NEW SFD
 OLD DESKTOP PERMIT #: 32341

Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 02/01/2019
 Sq Ft: 3.516

Number of Half Baths: 1
 Watershed: LITTLE RIVER / LEE COUNTY

District: Lee County (Unincorporated)
 Project:
 Expiration: 08/05/2019
 Valuation: \$275,000.00

Main Address:
 Parcel: 9529-23-0704-00
 Last Inspection: 02/06/2019
 Assigned To:

518 Christmas Ln
 Sanford, NC 27332
 Finaled Date:

Plumber to Install Water & Sewer: Yes
 Flood Zone: AE

PLMR-000756-2019

PLMR-000756-2019
 Status: Issued
 Application Date: 02/01/2019
 Zone: R-6 R-6
 Additional Info:
 Number of Bathtubs: 2
 Number of Washing Machines: 1
 Subdivision: ROSEMONT

Type: Plumbing (Residential)
 Workclass: Alteration
 Issue Date: 02/01/2019
 Sq Ft: 0

Number of Showers: 1
 Number of Dishwashers: 1
 Acres: 0.45445

District: Sanford
 Project:
 Expiration: 09/03/2019
 Valuation: \$0.00

Main Address:
 Parcel: 9643-40-4515-00
 Last Inspection: 03/07/2019
 Assigned To:

323 N Vance St
 Sanford, NC 27330
 Finaled Date:

Number of Water Closets: 3
 Plumber to Install Water & Sewer: No

Number of Kitchen Sinks: 1
 Historic District:
 ROSEMONT-MCKIVER

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Description: 13 FIXTURES INSTALL ; REPLACING MAIN WATER LINE FROM HOUSE TO METER FIXTURE ADDED TO PERMIT ON 3/1/19. FEE WILL APPLY. CK

<p>PLMR-000763-2019 Status: Issued Application Date: 02/04/2019 Zone: RAMH RAMH Additional Info: Reactivated: No Power Co.: CEMC</p>	<p>Type: Plumbing (Residential) Workclass: Other Issue Date: 02/04/2019 Sq Ft: 0 Plumber to Install Water & Sewer: No Reactivated: No</p>	<p>District: Lee County (Unincorporated) Project: Expiration: 08/20/2019 Valuation: \$0.00 Subdivision:</p>	<p>Main Address: Parcel: 9667-95-8076-00 Last Inspection: 02/21/2019 Watershed: CAPE FEAR / LEE COUNTY Acres: 1.16</p>	<p>90 Toomer Ln Sanford, NC 27330 Finaled Date: Assigned To:</p>
<p>PLMR-000774-2019 Status: Issued Application Date: 02/04/2019 Zone: R-20 R-20 Additional Info: Number of Showers: 1 Number of Dishwashers: 1 Acres: 1.03</p>	<p>Type: Plumbing (Residential) Workclass: Addition Issue Date: 02/04/2019 Sq Ft: 663 Number of Lavatories: 1 Other: 0 Power Co.: DUKE</p>	<p>District: Sanford ETJ Project: Expiration: 09/04/2019 Valuation: \$0.00 Number of Water Closets: 1 Reactivated: No</p>	<p>Main Address: Parcel: 9622-95-8629-00 Last Inspection: 02/05/2019 Number of Kitchen Sinks: 1 Plumber to Install Water & Sewer: No Reactivated: No</p>	<p>701 Pendergrass Rd Sanford, NC 27330 Finaled Date: Assigned To: Number of Other Sinks: 1 Subdivision: PENDERGRASS ESTATES</p>
<p>Description: PLUMBING OF NEW SFD PERMIT WAS TRANSFERRED FROM DESKTOP 11/14/2018 PERMIT# 32064 PLAN CASE# PRES-8-18-10329</p>				
<p>PLMR-000777-2019 Status: Issued Application Date: 02/04/2019 Zone: RA RA Residential Agricultural Additional Info: Number of Bathtubs: 0 Number of Half Baths: 1 Number of Urinals: 0 Number of Water Fountains: 0 Number of Kitchen Sinks: 0 Number of Bidets: 0 Number of Garbage Disposals: 0 Reactivated: No</p>	<p>Type: Plumbing (Residential) Workclass: New Issue Date: 02/04/2019 Sq Ft: 3,345 Number of Laundry Tubs: 0 Number of Lavatories: 0 Manufactured Home Triple-Wide: 0 Number of Water Lines: 0 Number of Can Wash Sinks: 0 Number of Washing Machines: 0 Number of Gas Pippings: 0 Plumber to Install Water & Sewer: Yes</p>	<p>District: Lee County (Unincorporated) Project: Expiration: 08/04/2019 Valuation: \$270,000.00 Number of Spa Tubs: 0 Manufactured Home Single-Wide: 0 Number of Catch Basins: 0 Number of Water Heaters - Gas: 0 Number of Water Tanks: 0 Number of Interceptors: 0 Number of Grease Traps: 0 Subdivision: PROVIDENCE LANDING</p>	<p>Main Address: Parcel: 9666-29-3810-00 Last Inspection: 02/05/2019 Number of Full Baths: 2 Number of Water Closets: 0 Number of Dental Chairs: 0 Number of Water Heaters - Electric: 0 Number of Feed Water Treatments: 0 Number of Dishwashers: 0 Other: 0 Watershed: CAPE FEAR / LEE COUNTY Acres: 0.86</p>	<p>108 Crosby Ln Sanford, NC 27330 Finaled Date: Assigned To: Number of Showers: 0 Manufactured Home Double-Wide: 0 Number of Sewer Lines: 0 Number of Water Softners: 0 Number of Other Sinks: 0 Number of Roof Leaders: 0 Number of Floor Drains: 0</p>
<p>Description: 2 FULL BATHS/ 1 HALF BATH</p>				
<p>PLMR-000783-2019 Status: Issued Application Date: 02/05/2019 Zone: R-12 R-12 Residential Mixed Additional Info: Number of Full Baths: 2</p>	<p>Type: Plumbing (Residential) Workclass: New Issue Date: 02/05/2019 Sq Ft: 2,533 Reactivated: No</p>	<p>District: Sanford Project: Expiration: 08/07/2019 Valuation: \$171,060.00 Plumber to Install Water & Sewer: Yes</p>	<p>Main Address: Parcel: 9644-62-7654-00 Last Inspection: 02/08/2019 Subdivision: HAWKINS RUN Acres: 0.355359</p>	<p>700 Tidewater Dr Sanford, NC 27330 Finaled Date: Assigned To:</p>

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Power Co.: DUKE

Description: PLUMBING OF NEW SFD (2 FULL BATHS)
 TRANSFERRED FROM DESKTOP 11/16/2018
 PERMIT# RES-10-18-32537
 PLAN CASE# PRES-10-18-10497

PLMR-000788-2019

Type: Plumbing (Residential)

Workclass: Modular

Issue Date: 02/05/2019

Sq Ft: 1,699

Number of Water Lines: 1

Acres: 5.1

Watershed: CAPE FEAR / LEE

COUNTY

Description: PLUMBING OF OFF FRAME MODULAR, PORCHES/DESKS
 TRANSFERRED FROM DESKTOP 12/13/2018

PERMIT# RES-6-18-31507

PLAN CASE# PRES-2-18-9841

District: Lee County (Unincorporated)

Project:

Expiration: 08/13/2019

Valuation: \$128,605.00

Reactivated: No

Power Co.: CEMC

Main Address:

Parcel: 9667-96-2781-00

Last Inspection: 02/14/2019

Assigned To:

618 E Forest Oaks Dr

Sanford, NC 27330

Final Date: 02/14/2019

Assigned To:

Plumber to Install Water & Sewer: No

Subdivision:

PLMR-000789-2019

Type: Plumbing (Residential)

Workclass: Alteration

Issue Date: 02/05/2019

Sq Ft: 0

Number of Bathtubs: 2

Acres: 0.703838

Other: 2

Power Co.: DUKE

Description: 4 FIXTURES (2 BATH TUBS & 2 SHOWER VALVES)

District: Sanford ETJ

Project:

Expiration: 08/13/2019

Valuation: \$66,234.00

Reactivated: No

Main Address:

Parcel: 9651-12-1844-00

Last Inspection: 02/14/2019

Assigned To:

3805 Carson Dr

Sanford, NC 27332

Final Date:

Assigned To:

Plumber to Install Water & Sewer: No

Subdivision: ST ANDREWS

PLMR-000800-2019

Type: Plumbing (Residential)

Workclass: Other

Issue Date: 02/06/2019

Sq Ft: 0

Number of Bathtubs: 0

Acres: 0

Other: 1

Power Co.: DUKE

Description: WATER LINE

District: Lee County (Unincorporated)

Project:

Expiration: 08/07/2019

Valuation: \$0.00

Reactivated: No

Main Address:

Parcel: 9625-97-5196-00

Last Inspection: 02/08/2019

Assigned To:

159 Zimmerman Rd

Sanford, NC 27330

Final Date:

Assigned To:

Plumber to Install Water & Sewer: No

PLMR-000808-2019

Type: Plumbing (Residential)

Workclass: Modular

Issue Date: 02/07/2019

Sq Ft: 1,698

Number of Bathtubs: 0

Number of Half Baths: 0

Number of Urinals: 0

Number of Water Fountains: 0

Number of Kitchen Sinks: 0

Number of Bidets: 0

Number of Laundry Tubs: 0

Number of Lavatories: 0

Manufactured Home Triple-Wide: 0

Number of Water Lines: 1

Number of Can Wash Sinks: 0

Number of Washing Machines: 0

District: Lee County (Unincorporated)

Project:

Expiration: 08/25/2019

Valuation: \$150,000.00

Main Address:

Parcel: 9672-71-0413-00

Last Inspection: 02/26/2019

Assigned To:

1579 John Rosser Rd

Sanford, NC 27332

Final Date: 02/26/2019

Assigned To:

Number of Showers: 0

Manufactured Home Double-Wide: 0

Number of Sewer Lines: 1

Number of Water Softeners: 0

Number of Other Sinks: 0

Number of Roof Leaders: 0

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Number of Garbage Disposals: 0 Reactivated: No Description: PLUMBING OF MODULAR (WATER & SEWER)	Number of Gas Pplings: 0 Plumber to Install Water & Sewer: No Subdivision:	Number of Grease Traps: 0 Other: 0 Acres: 6.08616	Number of Floor Drains: 0 Power Co.: DUKE
PLMR-000809-2019 Status: Issued Application Date: 02/07/2019 Zone: RR RR Additional Info: Number of Bathtubs: 1 Subdivision: CAROLINA TRACE Description: 3 FIXTURES (1 BATH TUB, 1 SHOWER, 1 WATER CLOSET)	Type: Plumbing (Residential) Workclass: Other Issue Date: 02/07/2019 Sq Ft: 0 Number of Showers: 1 Acres: 0.33	District: Lee County (Unincorporated) Project: Expiration: 08/18/2019 Valuation: \$0.00 Number of Water Closets: 1 Power Co.: DUKE	Main Address: 604 Cashmere Ct Sanford, NC 27332 Final Date: Assigned To: Plumber to Install Water & Sewer: No
PLMR-000826-2019 Status: Issued Application Date: 02/08/2019 Zone: RR RR Additional Info: Number of Full Baths: 3 Acres: 5.11343 Description: 3 FULL BATHS	Type: Plumbing (Residential) Workclass: New Issue Date: 02/08/2019 Sq Ft: 3,995 Reactivated: No Power Co.: CEMC	District: Lee County (Unincorporated) Project: Expiration: 08/19/2019 Valuation: \$177,815.00 Plumber to Install Water & Sewer: Yes Flood Zone: AE	Main Address: 558 Round Fish Dr Sanford, NC 27330 Final Date: Assigned To: Subdivision: FALL CREEK
PLMR-000834-2019 Status: Issued Application Date: 02/11/2019 Zone: R-12 R-12 Residential Mixed Additional Info: Acres: 0.310219 Reactivated: No Description: 2 FULL BATHS/ 1 HALF BATH	Type: Plumbing (Residential) Workclass: New Issue Date: 02/11/2019 Sq Ft: 2,076 Subdivision: ST JAMES PLACE	District: Sanford Project: Expiration: 08/11/2019 Valuation: \$180,000.00 Plumber to Install Water & Sewer: Yes Number of Full Baths: 2	Main Address: 3106 Pasile Ct Sanford, NC 27330 Final Date: Assigned To: Number of Half Baths: 1
PLMR-000839-2019 Status: Complete Application Date: 02/11/2019 Zone: RA RA Residential Agricultural Additional Info: Manufactured Home Double-Wide: 1 Power Co.: DUKE Description: PLUMBING OF DOUBLE WIDE 2018 28'X76'	Type: Plumbing (Residential) Workclass: Manufactured Home Issue Date: 02/11/2019 Sq Ft: 0 Reactivated: No	District: Lee County (Unincorporated) Project: Expiration: 08/25/2019 Valuation: \$0.00 Plumber to Install Water & Sewer: No	Main Address: 92 Leons Way Sanford, NC 27332 Final Date: 02/26/2019 Assigned To: Acres: 2.06415 Subdivision: JUNIPER CREEK PLANTATION
PLMR-000845-2019 Status: Issued Application Date: 02/12/2019 Zone: RR RR Additional Info:	Type: Plumbing (Residential) Workclass: New Issue Date: 02/12/2019 Sq Ft: 0	District: Lee County (Unincorporated) Project: Expiration: 09/04/2019 Valuation: \$0.00	Main Address: 3014 Bourbon St Sanford, NC 27330 Final Date: Assigned To: Chyna Kitt

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Number of Full Baths: 2 **Number of Half Baths:** 1 **Reactivated:** No **Plumber to Install Water & Sewer:** Yes **Subdivision:** CAROLINA TRACE
Acres: 0.183678 **Power Co.:** DUKE

Description: 2 FULL BATHS/ 1 HALF BATH

PLMR-000864-2019
Status: Issued **Type:** Plumbing (Residential) **District:** Sanford
Workclass: Other **Project:**
Application Date: 02/13/2019 **Issue Date:** 02/13/2019 **Expiration:** 08/13/2019
Zone: C-2 C-2 General Commercial **Sq Ft:** 0 **Valuation:** \$0.00
Additional Info:
Reactivated: No **Plumber to Install Water & Sewer:** No **Subdivision:**
Description: REPLACEMENT WATER LINE **Acres:** 0.80579 **Power Co.:** DUKE

PLMR-000868-2019
Status: Complete **Type:** Plumbing (Residential) **District:** Sanford
Workclass: Other **Project:**
Application Date: 02/14/2019 **Issue Date:** 02/14/2019 **Expiration:** 08/14/2019
Zone: R-12 R-12 Residential Mixed **Sq Ft:** 0 **Valuation:** \$0.00
Additional Info:
Number of Sewer Lines: 1 **Number of Water Lines:** 1 **Reactivated:** No
Subdivision: ROSEMONT **Acres:** 0.161256 **Power Co.:** DUKE
Description: WATER LINE AND SEWER LINE

PLMR-000873-2019
Status: Issued **Type:** Plumbing (Residential) **District:** Lee County (Unincorporated)
Workclass: Alteration **Project:**
Application Date: 02/14/2019 **Issue Date:** 02/14/2019 **Expiration:** 08/14/2019
Zone: RR RR **Sq Ft:** 0 **Valuation:** \$32,411.00
Additional Info:
Number of Kitchen Sinks: 1 **Reactivated:** No
Power Co.: DUKE **Plumber to Install Water & Sewer:** No **Subdivision:** CAROLINA TRACE
Description: 1 FIXTURE

PLMR-000908-2019
Status: Issued **Type:** Plumbing (Residential) **District:** Lee County (Unincorporated)
Workclass: Manufactured Home **Project:**
Application Date: 02/19/2019 **Issue Date:** 02/19/2019 **Expiration:** 08/26/2019
Zone: RA/MH RA/MH **Sq Ft:** 0 **Valuation:** \$0.00
Additional Info:
Manufactured Home Single-Wide: 1 **Reactivated:** No
Power Co.: CEMC **Plumber to Install Water & Sewer:** No **Subdivision:** SOUTH OAKS
Description: 2016 16'X80 SINGLE-WIDE SET -JP

PLMR-000926-2019
Status: Issued **Type:** Plumbing (Residential) **District:** Sanford
Workclass: Alteration **Project:**
Application Date: 02/21/2019 **Issue Date:** 02/21/2019 **Expiration:** 08/28/2019
Zone: RR RR **Sq Ft:** 0 **Valuation:** \$30,000.00
Additional Info:
Number of Bathtubs: 1 **Number of Showers:** 1 **Number of Lavatories:** 2 **Reactivated:** No
Plumber to Install Water & Sewer: No

Main Address: 1106 Hawkins Ave
Parcel: 9643-65-6057-00
Last Inspection: 02/14/2019
Assigned To:
Power Co.: DUKE

Main Address: 503 N Horner Blvd
Parcel: 9643-41-8498-00
Last Inspection: 02/15/2019
Assigned To:
Historic District: ROSEMONT-MCKIVER

Main Address: 681 Chelsea Dr
Parcel: 9661-71-0868-00
Last Inspection: 02/15/2019
Assigned To:
Acres: 0.39

Main Address: 7612 Sheriff Watson Rd
Parcel: 9547-84-1439-00
Last Inspection: 02/27/2019
Assigned To:
Acres: 0.939881

Main Address: 2024 Boone Trail Rd
Parcel: 9634-46-0144-00
Last Inspection: 03/01/2019
Assigned To:
Plumber to Install Water & Sewer: No

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

Power Co.: DUKE

Flood Zone: AEFM, SHADED X, AE Subdivision: Acres: 20.7043
Description: INTERIOR RENOVATIONS (1 BATH TUB, 1 SHOWER & 2 LAVS) 4 FIXTURES TOTAL

PLMR-000933-2019
 Status: Issued
 Application Date: 02/21/2019
 Zone: R-20 R-20
 Additional Info:
 Number of Bathtubs: 1
 Number of Washing Machines: 1
 Power Co.: DUKE
 Type: Plumbing (Residential)
 Workclass: Alteration
 Issue Date: 02/21/2019
 Sq Ft: 0
 Number of Lavatories: 1
 Reactivated: No
 District: Sanford
 Project:
 Expiration: 08/20/2019
 Valuation: \$0.00
 Main Address:
 Parcel: 9652-10-3268-00
 Last Inspection:
 Assigned To:
 Number of Water Closets: 1
 Number of Water Heaters - Electric: 1
 Plumber to Install Water & Sewer: No
 Subdivision: WESTWOOD
 Number of Kitchen Sinks: 1
 Acres: 0.635745

Description: 6 FIXTURES (KITCHEN SINK, WASHING MACHINE, BATH TUB, LAV, WATER CLOSET AND ELEC WATER HEATER)

PLMR-000941-2019
 Status: Issued
 Application Date: 02/22/2019
 Zone: R-14 R-14 Residential
 Single-Family
 Additional Info:
 Reactivated: No
 Type: Plumbing (Residential)
 Workclass: Other
 Issue Date: 02/22/2019
 Sq Ft: 3,571
 District: Sanford
 Project:
 Expiration: 08/21/2019
 Valuation: \$224,505.00
 Main Address:
 Parcel: 9623-93-0705-00
 Last Inspection:
 Assigned To:
 Watershed: DEEP RIVER / LEE COUNTY
 Plumber to Install Water & Sewer: No
 Subdivision: BROWNSTONE
 Acres: 0.686668

Power Co.: DUKE

Description: PLUMBING OF GAS HOT WATER HEATER, WATER LINE, AND GAS PIPING FOR HOT WATER HEATER NEW SFD, TRANSFERRED PERMIT 11/20/2018, PERMIT# 32470, PLAN CASE# PRES-9-18-10466

PLMR-000947-2019
 Status: Issued
 Application Date: 02/25/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Manufactured Home Double-Wide: 0
 Subdivision:
 Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 02/25/2019
 Sq Ft: 0
 Number of Sewer Lines: 1
 Watershed: LITTLE RIVER / LEE COUNTY
 District: Lee County (Unincorporated)
 Project:
 Expiration: 09/03/2019
 Valuation: \$0.00
 Number of Water Lines: 1
 Acres: 1.84237
 Main Address:
 Parcel: 9537-99-6562-00
 Last Inspection: 03/07/2019
 Assigned To:
 Reactivated: No
 Power Co.: CEMC
 Plumber to Install Water & Sewer: No

Description: INSTALLATION OF WATER & SEWER LINES ONLY 2019 28X76' DOUBLE-WIDE SET UP

PLMR-000948-2019
 Status: Issued
 Application Date: 02/25/2019
 Zone: R-20 R-20
 Additional Info:
 Number of Full Baths: 2
 Power Co.: DUKE
 Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 02/25/2019
 Sq Ft: 2,050
 Reactivated: No
 District: Sanford ETJ
 Project:
 Expiration: 08/25/2019
 Valuation: \$135,000.00
 Plumber to Install Water & Sewer: No
 Subdivision: PENDERGRASS ESTATES
 Acres: 0.49

Description: NEW SFD
 PLAN CASE WAS COMPLETED WITHIN DESKTOP
 PLAN CASE# PRES-7-18-10227

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

PLMR-000949-2019

Status: Issued
 Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 02/25/2019
 Zone: R-20 R-20
 Sq Ft: 2,056
 Additional Info:
 Number of Full Baths: 2
 Reactivated: No
 Power Co.: DUKE
 Description: NEW SFD
 PLAN CASE WAS COMPLETED IN DESKTOP
 PLAN CASE# PRES-7-18-10228

District: Sanford ETJ
 Project:
 Expiration: 08/25/2019
 Valuation: \$135,000.00

349 Steel Bridge Rd
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

Acres: 0.75

Subdivision: PENDERGRASS
 ESTATES

Main Address:
 Parcel: 9622-96-3393-00
 Last Inspection: 02/26/2019

Plumber to Install Water & Sewer: No

PLMR-000960-2019

Status: Issued
 Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 02/26/2019
 Zone: R-12 R-12 Residential Mixed
 Sq Ft: 3,114
 Additional Info:
 Number of Full Baths: 3
 Reactivated: No
 Power Co.: DUKE
 Description: PLUMBING OF NEW SFD

District: Sanford
 Project:
 Expiration: 09/01/2019
 Valuation: \$122,543.00

1000 Archer Ln
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

Acres: 0.44

Subdivision: NOTTINGHAM

Main Address:
 Parcel: 9643-44-0967-00
 Last Inspection: 03/05/2019

Plumber to Install Water & Sewer: No

PLMR-000969-2019

Status: Issued
 Type: Plumbing (Residential)
 Workclass: Manufactured Home
 Issue Date: 02/26/2019
 Zone: R-20/MH R-20/MH
 Sq Ft: 0
 Additional Info:
 Manufactured Home Single-Wide: 1
 Watershed: CAPE FEAR / LEE
 COUNTY
 Description: 2013 16'X76 SINGLE-WIDE SET UP

District: Sanford
 Project:
 Expiration: 08/28/2019
 Valuation: \$0.00

48 Thornwood Ct
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

Subdivision:

Plumber to Install Water & Sewer: No

Main Address:
 Parcel: 9662-73-6198-00
 Last Inspection: 03/01/2019

Reactivated: No
 Power Co.: DUKE

SIGN

SIGN-000443-2018

Status: Issued
 Type: Sign
 Workclass: Other
 Application Date: 12/17/2018
 Issue Date: 02/08/2019
 Zone: C-2 C-2 General Commercial
 Sq Ft: 0
 Additional Info:
 Canopy: No
 Lighted: No
 Pylon: No
 Wall: Yes
 Description: FACE REPLACEMENT FOR FREE STANDING SIGN AND WALL SIGN

District: Sanford
 Project:
 Expiration: 08/07/2019
 Valuation: \$0.00

1707 S Homer Blvd
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Chyna Kitt

Identification: No
 Permanent: No
 Banner (Temporary): No

Free Standing Ground: Yes
 Parapet: No
 Awning: No

Directory: No
 Multiple Business: No
 Billboard: No
 Acres: 0.892384

PERMITS ISSUED FOR PLUMBING (RESIDENTIAL): 27

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

SIGN-000753-2019	Type: Sign Workclass: New Issue Date: 02/01/2019 Sq Ft: 0	District: Sanford Project: Expiration: 07/31/2019 Valuation: \$0.00	Main Address: 646 Oakwood Ave Sanford, NC 27330 Filed Date: Assigned To:
Application Date: 01/31/2019 Zone: C-2 C-2 General Commercial Additional Info: Awning: No Directory: No Multiple Business: No Wall: Yes Acres: 1.03716 Description: WALL SIGN	Banner (Temporary): No Free Standing Ground: No Parapet: No Number of Signs: 1 Power Co.: DUKE	Billboard: No Identification: No Permanent: No Surface Area (SQ.FT.): 60 Tenant/Bldg Front (LN.FT.): 58	Construction: No Monument: No Temporary: No Subdivision: DEATON
SIGN-000814-2019	Type: Sign Workclass: New Issue Date: 02/08/2019 Sq Ft: 0	District: Sanford Project: Expiration: 08/07/2019 Valuation: \$0.00	Main Address: 1941 S Horner Blvd Sanford, NC 27330 Filed Date: Assigned To:
Application Date: 02/08/2019 Zone: C-2 C-2 General Commercial Additional Info: Awning: No Directory: No Multiple Business: No Wall: Yes Description: 1 WALL MOUNT SIGN FOR ITS PARTY TIME	Banner (Temporary): No Free Standing Ground: No Parapet: No Number of Signs: 1	Billboard: No Identification: No Permanent: No Subdivision:	Construction: No Monument: No Temporary: No Power Co.: DUKE
SIGN-000860-2019	Type: Sign Workclass: New Issue Date: 02/20/2019 Sq Ft: 0	District: Sanford Project: Expiration: 08/19/2019 Valuation: \$0.00	Main Address: 3215 Keller-Andrews Rd Sanford, NC 27330 Filed Date: Assigned To:
Application Date: 02/13/2019 Zone: R-12 R-12 Residential Mixed Additional Info: Awning: No Directory: No Multiple Business: No Wall: No Description: FREE STANDING SIGN	Banner (Temporary): No Free Standing Ground: Yes Parapet: No Number of Signs: 1	Billboard: No Identification: No Permanent: No Subdivision:	Construction: No Monument: No Temporary: No Power Co.: DUKE
SIGN-000906-2019	Type: Sign Workclass: New Issue Date: 02/18/2019 Sq Ft: 0	District: Sanford Project: Expiration: 08/26/2019 Valuation: \$0.00	Main Address: 3110 Nc 87 Hwy, A Sanford, NC 27332 Filed Date: Assigned To:
Application Date: 02/18/2019 Zone: C-2 C-2 General Commercial Additional Info: Awning: No Directory: No Multiple Business: No Wall: No Description: PROPOSED PYLON SIGN FOR SHOPPING CENTER (10' X 8' SIGNAGE AREA) WITH 25' TOTAL HEIGHT AND A 17' TOTAL CLEARANCE.	Banner (Temporary): No Free Standing Ground: No Parapet: No Number of Signs: 1	Billboard: No Identification: No Permanent: No Subdivision:	Construction: No Monument: No Temporary: No Power Co.: CEMC

PERMITS ISSUED BY TYPE (02/01/2019 TO 02/28/2019)

PERMITS ISSUED FOR SIGN: 5

GRAND TOTAL OF PERMITS: 219

* Indicates active hold(s) on this permit