



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

August 19, 2019
6:00 P.M.

A G E N D A

CALL TO ORDER – Amy Dalrymple, Chair

INVOCATION – Commissioner Smith

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 July 15, 2019 Regular Meeting. (Pages 1-6)
- B. Minutes from the July 15, 2019 Closed Session Meeting. (Page 7)
- C. Tax Release and Refund Report for July 2019. (Pages 8-12)
- D. Vehicle purchase request from the Lee County Sheriff's Office for four Dodge Chargers. (Pages 13-15)
- E. Vehicle purchase request from the Lee County Sheriff's Office for four Dodge Durangos and one Nissan Maxima. (Pages 16-25)
- F. Vehicle purchase request from COLTS/Senior Services for five 20 ft lift equipped light transit vehicles using NCDOT grant funds. (Pages 26-30)
- G. Renewal of lease for ATM machine located at the Lee County Courthouse. (Pages 31-40)
- H. Request for approval of the North Carolina Alliance of Public Health Agencies' staffing agreement for the Health Department. (Pages 41-51)
- I. Purchase of Sand Pro 5040 equipment and attachments for ballfields from Smith Turf and Irrigation. (Pages 52-53)
- J. Audit contract amendment with Thompson, Price, Scott, Adams & Co., P.A. to audit accounts. (Pages 54-65)
- K. Resolution for the Lee County Government Section 125 Plans for Flexible Benefits. (Pages 66-108)

- L. Resolution for the Lee County Government Section 125 Plans for Health Reimbursement Account. (Pages 109-146)
- M. Budget Amendment # 08/19/19/2. (Pages 147-149)
- N. Lee County Libraries State Aid Application for 2019-2020. (Pages 150-167)
- O. Consideration of appointment of Robert Will as delegate and Charles Alexander as alternate delegate to the Senior Tar Heel Legislature. (Pages 168-176)
- P. Request for approval of a contract with CERES Environmental Services, Inc. for disaster debris management services. (Pages 177-216)
- Q. Reappointment of Charity Dodson to the Board of Health to fill the Pharmacist vacancy. (Page 217)

III. PROCLAMATION

- A. Proclamation recognizing the Parks and Recreation Girls 8-and-Under (8U) All-Stars Youth Softball Team. – Amy Dalrymple (Pages 218-219)

IV. PUBLIC HEARINGS

- A. Joint public hearing with the Lee County Planning Board for a rezoning request for approximately 10.4 acres off of Eakes Road. – Amy McNeil (Pages 220-241)
- B. Joint public hearing with the Lee County Planning Board for a proposed Unified Development Ordinance (UDO) text amendment to update the City of Sanford's Public Works Director Certificate. – Amy McNeil (Pages 242-244)
- C. Joint public hearing regarding proposed amendment to the UDO to create new airport density overlay district and to consider zoning amendment to the official zoning map to apply new airport density overlay district. – Amy McNeil (Pages 245-262)
- D. Public hearing for FY 2021 NC DOT Community Transportation Program Grant Application. – Debbie Davidson (Pages 263-265)
- E. Public hearing on a proposed economic development project. – Michael Smith (Pages 266-268)

V. PUBLIC COMMENTS

VI. OLD BUSINESS

VII. NEW BUSINESS

- A. Request for approval of Interlocal Agreement between Lee County and Chatham County for broadband expansion. – Kyle Edwards (Pages 269-272)
- B. Consideration of offer to purchase property located on Wildwood Drive (PIN # 9634-12-1809-00). – Jennifer Gamble (Pages 273-283)
- C. Consideration of Resolution requesting NC DOT funding of the realignment of Kelly Drive. – Amy Dalrymple (Pages 284-285)

VIII. MANAGERS' COMMENTS

- A. Monthly Financial Report for June 2019.-Lisa Minter (Pages 286-292)
- B. Managers' Report for the month of August 2019.-Dr. John Crumpton (Pages 293-372)

IX. COMMISSIONERS' COMMENTS

X. CLOSED SESSIONS

- A. Closed Session per N.C. General Statute § 143-318.11(a)(4) to discuss matters related to the location or expansion of business.

- B. Closed session per N.C. General Statute § 143-318(a)(5) to discuss the acquisition of real property.

ADJOURN



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: August 19, 2019

SUBJECT: Minutes from the July 15, 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 July 15, 2019 regular meeting
BUDGET IMPACT	N/A
ATTACHMENTS	"Draft" copy of the July 15, 2019 minutes
PRIOR BOARD ACTION	Approve minutes from the July 15, 2019 regular meeting
RECOMMENDATION	Pleasure of the Board.
SUMMARY	

A "draft" copy of the minutes from the July 15, 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.



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

July 15, 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, and Cameron W. Sharpe. Commissioners Kirk D. Smith and Kevin C. Dodson were absent. 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:

Commissioner Dalrymple requested a moment of silence and the Pledge of Allegiance was recited.

I. ADDITIONAL AGENDA

The Board considered changes and additions to the *Agenda*. County Attorney Whitney Parrish requested the addition of a Closed Session per N.C. General Statute § 143-318(a)(3) to consult with the County Attorney regarding the matter of Lee County, North Carolina v. Amerisourcebergen Drug Corporation, in re: National Prescription Opiate Litigation. Commissioner Reives requested to move from *New Business* Item A, Downtown Sanford Wifi RFP, Item B, the Emergency Management Grant award, and Item C, the Local Emergency Planning Committee 2018 Annual Report to *Consent Agenda*. Commissioner Knecht requested further clarification of the Wi-Fi contract. Items B and C were moved from *New Business* to the *Consent Agenda*. With no further changes/additions requested, Commissioner Reives moved to approve the *Agenda* as amended. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Knecht, Reives, Sharpe
Nay: None

The Chair ruled the motion had carried.

II. APPROVAL OF CONSENT AGENDA

The Board considered changes to the *Consent Agenda*. With no further changes requested, Commissioner Sharpe moved to approve the *Consent Agenda* as amended, which consisted of the following items:

- A. Minutes from the June 17, 2019 Regular Meeting.
- B. Minutes from the June 17, 2019 Closed Session Meeting.
- C. Renewal of NC Cardinal Contract with Lee County Libraries.
- D. Designation of Voting Delegate to NCACC Annual Conference.
- E. Annual Software Maintenance Renewal for Finance/HR Software.
- F. Microsoft Enterprise Agreement for Microsoft Licensing.
- G. Lee County Enterprise Data Storage License/Support Renewal.
- H. Tax Release and Refund Report for June 2019.
- I. NC DOT and FTA required updated Title VI Plan.
- J. General Services Division vehicle purchase request for one F150 truck from the NC Sheriff's Association vehicle bid in the amount of \$19,985.34.
- K. Forest Services Contract.
- L. Budget Amendment # 07/15/19/01.
- M. Emergency services vehicle replacement in the amount of \$32,404.
- N. Emergency Services Grant Award.
- O. Local Emergency Planning Committee 2018 Annual Report.

Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Knecht, Reives, Sharpe
Nay: None

The Chair ruled the motion had carried.

III. PUBLIC HEARING

A. Public hearing on the request from the Sanford-Lee County Regional Airport Authority for a loan from the revolving loan fund. Finance Director/Assistant County Manager Lisa Minter stated that an application had been received from the Sanford-Lee County Regional Airport Authority for a \$400,000 loan from the Revolving Loan Fund. The term of the loan would be 59 months, and the interest rate would be 0%. The proceeds from the loan would be used for furniture, audio-visual and security equipment for the new terminal building, as well as site improvements. The Board received the application at its May 6, 2019 regular meeting. It was at that time the Board also voted to authorize the loan amount in the amount of \$400,000. Pursuant to the revolving loan fund policy adopted by the Board, a public hearing must be held before a promissory note/loan agreement can be signed by the parties. Staff requested due to the timing that the Board vote to waive its policy in order to vote to approve the promissory note/loan agreement the same night the public hearing is held and to authorize the Chair to sign any documents necessary to effectuate the loan. Chair Dalrymple opened the public hearing for comment.

No one spoke in favor or in opposition to of the request to issue a loan to the Sanford-Lee County Regional Airport Authority from the Revolving Loan fund.

Chair Dalrymple closed the public hearing.

Commissioner Reives moved to waive the policy regarding voting following a public hearing to proceed with a vote on the issuance of the loan. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Knecht, Reives, Sharpe
Nay: None

The Chair rules the motion had carried.

Commissioner Reives moved to approve the issuance of a loan to the Sanford-Lee County Regional Airport Authority in the amount of \$400,000 from the Revolving Loan fund. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Knecht, Reives, Sharpe
Nay: None

The Chair ruled the motion had carried.

IV. PUBLIC COMMENTS

Pursuant to General Statute § 152A-52.1, Chair Dalrymple opened the floor for *Public Comments*. The following person signed up to speak during the Public Comments section of the meeting:

- Keely Wood, 363 Angel Road, Sanford, NC (Coal Ash)
Commissioner Reives requested information on exactly what CHARA has been permitted for.

V. REQUEST TO APPEAR

A. Presentation from Mackenzie Roche representing Lee County 4-H at this year's NCACC Annual Conference.

Mackenzie Roche, a Lee County 4 H Member and Lee County Young Commissioner spoke before the Board regarding the importance of fixed broadband infrastructure. Ms. Roche was required to speak regarding an issue important to the community to satisfy the requirement to attend the NCACC Annual Conference. Ms. Roche requested to be included in any advocacy projects related to this issue in the future.

VI. NEW BUSINESS

A. Downtown Sanford Wi-Fi RFP and Contract.

Information Technology Director Kyle Edwards presented the potential development and release of an RFP for public Wi-Fi in the downtown Sanford, NC area at the Board of Commissioner meeting on April 1, 2019. Since that time, an RFP was issued and proposals have been received. Three vendors submitted bid responses. Two of these bids included pricing and one did not. Mr. Edwards stated that Open Broadband's RFP response was in-line with what we had hoped for from a financial and technology standpoint. The timeline for completion is within 3 months of starting but not more than 6 months. The total monthly cost of \$1,150 per month includes 1 GBPS Internet as opposed to the 200 or 400 Mbps options and also includes the data analytics module as well so that there can be a clear view of usage statistics of the service. Mr. Edwards stated that the purpose of this deployment is to contribute to economic

development and gauge the benefits of further expansion. Businesses can benefit from the broadband expansion using the infrastructure to privately contract with Open Broadband for service. County Manager John Crumpton stated that the City has committed to contributing 50% of the ongoing service cost. Commissioner Reives moved to approve the recommendations of Open Broadband as the chosen vendor for the project and to authorize the Chair to sign the contract, 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
Nay: None

The Chair ruled the motion carried.

- B. Emergency Services Grant Award – moved to *Consent Agenda*
- C. Local Emergency Planning Committee 2018 Annual Report – moved to *Consent Agenda*
- D. Tax Collector's Annual Settlement.

Each year the Tax Collector must make settlement with the governing board per NCGS 105-373. As part of the settlement the governing board charges the Tax Collector with collecting taxes for the current fiscal year (FY 2020) and prior fiscal years with unpaid taxes. This charge gives the Tax collector authority to use enforced collection measures and it gives legal notice that the tax lien is first priority. A report of all 2018 unpaid real and personal property is available in the clerk's office and has been posted to the commissioners website for review. Tax Administrator Michael Brown stated that Lee County is at a 99.06% current year collected taxes. Last year at this time the County was at 99.13%. Commissioner Sharpe moved to accept the settlement report, 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
Nay: None

The Chair ruled the motion carried.

Commissioner Del Palazzo moved to adopt the Resolution Approving the Tax Collector's Annual Settlement for Fiscal Year 2019 and Prior Years, 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
Nay: None

The Chair ruled the motion carried.

Commissioner Sharpe moved to charge the Tax Collector with collecting 2019 taxes, copies of which are 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
Nay: None

The Chair ruled the motion carried.

VII. MANAGERS' REPORTS

A. County Managers' Monthly Report for July 2019.

County Manager John Crumpton presented his monthly report for July 2019. No action was taken. Commissioner Reives requested options for families that are in need of a place for elderly family members to live on their own property. He was specifically requesting review of the rules regarding septic requirements.

VIII. COMMISSIONERS' COMMENTS

Commissioner Del Palazzo stated that she took part in an opioid response training offered by First Health. The training was offered by grant funding.

IX. CLOSED SESSION

Commissioner Sharpe moved to go into Closed Session per N.C. General Statute § 143-318(a)(3) to consult with the county attorney regarding the matter of Lee County, North Carolina v. Amerisourcebergen Drug Corporation, in re: National Prescription Opiate Litigation and per N.C. General Statute § 143-318.11(a)(4) to discuss matters related to the location or expansion of business. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Knecht, Reives, Sharpe
Nay: None

Chair Dalrymple ruled the motion had carried and the Board went into Closed Session.

ADJOURNMENT

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

Aye: Dalrymple, Del Palazzo, Knecht, Reives, Sharpe
Nay: None

The Chair ruled the motion had carried unanimously and the meeting adjourned at 7:40 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: August 19, 2019

SUBJECT: Minutes from the July 15, 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 July 15, 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 July 15, 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. C.

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

MEETING DATE: August 19, 2019

SUBJECT: Tax Release and Refund Report for July 2019

DEPARTMENT: Tax Administration

CONTACT PERSON: Michael Brown, Tax Administrator

TYPE: ☒ Consent Agenda ☐ Action Item ☐ Public Hearing ☐ Information

REQUEST	Approval of Tax Releases and Refunds for July 2019
BUDGET IMPACT	No
ATTACHMENTS	1) Release Code Descriptions 2) General Statue 105-381(b) 3) Personal Property Abatement Report 4) Real Property Abatement Report
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Tax Release and Refunds for July 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



Committed Today for a Better Tomorrow

Real Property Abatement
 Report

Lee County, NC
 From: 7/1/2019
 To: 7/31/2019

Name	Value	County	City	Fire District	Solid Waste	Total	Release Code
2019							
Release							
SCATES, EMMA M.	\$25,000.00	\$193.75	\$150.00	\$0.00	\$0.00	\$343.75	TO-1
CLEGG, NANCY	\$171,600.00	\$1,329.90	\$0.00	\$197.34	\$107.50	\$1,634.74	T-5
BLUE, CLEO	\$0.00	\$0.00	\$0.00	\$0.00	\$322.50	\$322.50	VA
Release Totals:	\$196,600.00	\$1,523.65	\$150.00	\$197.34	\$430.00	\$2,300.99	

Personal Property
Abatement Report

Lee County, NC

From: 7/1/2019

To: 7/31/2019

Name	Value	County Tax	County Penalty	City Tax	City Penalty	District Tax	District Penalty	Total	Rel. Code
2019									
Release									
FURRY, DERROL E	\$12,110.00	\$93.85	\$0.00	\$0.00	\$0.00	\$13.93	\$0.00	\$107.78	TO-10
COX, JESSICA	\$1,490.00	\$11.55	\$0.00	\$0.00	\$0.00	\$1.19	\$0.00	\$12.74	TO-4
HALL, STEVEN G	\$2,080.00	\$16.12	\$0.00	\$0.00	\$0.00	\$2.00	\$0.00	\$18.12	T-10
BAKER, JAMES ARTHUR JR	\$750.00	\$5.81	\$0.58	\$0.00	\$0.00	\$0.72	\$0.07	\$7.19	TO-10
DOWDY, HERMAN RAY SR	\$1,000.00	\$7.75	\$0.78	\$0.00	\$0.00	\$0.80	\$0.08	\$9.41	T-12
DOMINQUEZ, ROSAICELA MALDONADO	\$3,800.00	\$29.45	\$2.95	\$0.00	\$0.00	\$4.26	\$0.43	\$37.08	T-3
YARBOROUGH, THOMAS C JR	\$500.00	\$3.88	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$6.88	TO-12
ROMINE, KAREN S DDS	\$2,300.00	\$17.83	\$0.00	\$13.80	\$0.00	\$0.00	\$0.00	\$31.63	T-9
VIVID SALON	\$17,956.00	\$139.16	\$13.92	\$107.74	\$10.77	\$0.00	\$0.00	\$271.58	T-12
STINSON FAMILY DENTISTRY	\$56,200.00	\$435.55	\$43.56	\$337.20	\$33.72	\$0.00	\$0.00	\$850.03	T-3
AGUILAR, MARIA DEL ROSARIO TOVAR	\$1,000.00	\$7.75	\$0.78	\$6.00	\$0.60	\$0.00	\$0.00	\$15.13	T-12
MEDELLIN, YOSELIN ANDREA	\$1,500.00	\$11.63	\$1.16	\$9.00	\$0.90	\$0.00	\$0.00	\$22.69	T-12
HOLDER, BETTY RAE	\$3,010.00	\$23.33	\$2.33	\$0.00	\$0.00	\$2.89	\$0.29	\$28.84	T-12
PARRAL CASTRO, CAROLINE	\$2,680.00	\$20.77	\$2.08	\$16.08	\$1.61	\$0.00	\$0.00	\$40.54	T-12
GARNER, DANNY	\$4,780.00	\$37.05	\$3.70	\$0.00	\$0.00	\$5.50	\$0.55	\$46.80	T-12
HOLLAND, MICHAEL	\$22,050.00	\$170.89	\$17.09	\$0.00	\$0.00	\$21.17	\$2.12	\$211.26	T-12
MONTUFAR, KIMBELY	\$1,000.00	\$7.75	\$0.78	\$0.00	\$0.00	\$0.80	\$0.08	\$9.41	T-12
LOPEZ, BERTHA	\$1,000.00	\$7.75	\$0.78	\$6.00	\$0.60	\$0.00	\$0.00	\$15.13	T-12
GARCIA, SANDEA PALACIOS	\$1,210.00	\$9.38	\$0.94	\$7.26	\$0.73	\$0.00	\$0.00	\$18.30	T-12
MARTINEZ, MARGARITO	\$2,270.00	\$17.59	\$1.76	\$13.62	\$1.36	\$0.00	\$0.00	\$34.33	T-12
BERNABE, EDUARDO	\$4,050.00	\$31.39	\$3.14	\$24.30	\$2.43	\$0.00	\$0.00	\$61.26	T-12
METCALF, EDWARD	\$16,600.00	\$128.65	\$12.87	\$99.60	\$9.96	\$0.00	\$0.00	\$251.08	TO-3
CORNERSTONE PROPERTIES & INVEST	\$5,650.00	\$43.79	\$4.38	\$0.00	\$0.00	\$5.42	\$0.54	\$54.13	T-12
GRIBNAU, ROBERT	\$304,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350.18	\$0.00	\$350.18	T-10
PATTERSON, SUSAN CIESKO	\$550.00	\$4.26	\$0.00	\$0.00	\$0.00	\$0.80	\$0.00	\$5.06	T-12
DYCUS, JUSTIN CHARLES	\$978.00	\$7.58	\$0.00	\$0.00	\$0.00	\$0.94	\$0.00	\$8.52	T-10
LEASE INVESTMENT COMPANY LLC	\$24,100.00	\$186.78	\$18.68	\$144.60	\$14.46	\$0.00	\$0.00	\$364.51	T-12
GRIBNAU, ROBERT	\$304,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,359.88	\$0.00	\$2,359.88	T-10
Release Totals:	\$799,614.00	\$1,477.26	\$132.22	\$788.20	\$77.14	\$2,770.46	\$4.16	\$5,249.43	

§ 105-381. Taxpayer's remedies.

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

- (1) For the purpose of this subsection, a valid defense shall include the following:
 - a. A tax imposed through clerical error;
 - b. An illegal tax;
 - c. A tax levied for an illegal purpose.
- (2) If a tax has not been paid, the taxpayer may make a demand for the release of the tax claim by submitting to the governing body of the taxing unit a written statement of his defense to payment or enforcement of the tax and a request for release of the tax at any time prior to payment of the tax.
- (3) If a tax has been paid, the taxpayer, at any time within five years after said tax first became due or within six months from the date of payment of such tax, whichever is the later date, may make a demand for a refund of the tax paid by submitting to the governing body of the taxing unit a written statement of his defense and a request for refund thereof.

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



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. D.

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

MEETING DATE: August 19, 2019

SUBJECT: Vehicle Purchase

DEPARTMENT: Lee County Sheriffs' Office/SRO Division

CONTACT PERSON: Lt. Don Cole

TYPE: ☒ Consent Agenda ☐ Action Item ☐ Public Hearing ☐ Information

REQUEST	Purchase Four Dodge Charger's
BUDGET IMPACT	Approved Capital Purchase, additional added options will be paid for with Drug seizure funds
ATTACHMENTS	Vehicle Specifications and cost of each vehicle
PRIOR BOARD ACTION	Approved in 2019-2020 Budget
RECOMMENDATION	Authorize the purchase of four Dodge Chargers' for the Lee County Sheriffs' Office SRO Division on State Contract using drug money for the additional equipment from Performance Automotive Chrysler, Dodge, Jeep, Ram, Ford 605 Warsaw Road, Clinton NC 28328
SUMMARY	

Four Dodge Chargers were approved in the 2019-2020 budget, a total of \$101,088.00
Additional options have been added in the amount of \$314.20 per vehicle
to be paid for with drug seizure money
Specs and cost attached \$25,586.20 x 4 = \$102,344.80 – Dodge Chargers

PERFORMANCE
AUTOMOTIVE



Jeep

**FR AIVE**

Vehicle Quote

NAME: Lee County Sheriff's Office			
Make:	Dodge	Model:	Charger
Date:	7/23/2019		
Model:	2019 Dodge Charger Pursuit, AWD 5.7L Hemi		
Year:	2019		
VIN#:	TBD		Stock #:
TBD			TBD
lesman:	Govt	Miles:	15

Vehicle Pricing:

Market Price: \$ 40,785.00

Sales Price: \$ 25,586.20

Government Concessions:

TB9190	2019 Chrysler Government Concessions
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Final Base Vehicle Pricing: \$ 25,586.20

Upfit/Accessory Pricing

	\$	-
Total Body Cost:	\$	-
Total Vehicle Cost:	\$	25,586.20

Trade In Allowance:

0		\$	-
	Less: Payoff:	\$	-
	Trade Equity:	\$	-

Net Due Prior to Taxes: \$ 25,586.20

Quantity this Spec: \$ 4.00

Total Amount: \$ 102,344.80

Note: Vehicle pricing good through contract period - Please call to confirm specs

605 Warsaw Road * Clinton, North Carolina 910-592-5337

Vehicle Build Sheet - Options Sales Codes

2019 CHARGER POLICE AWD (LDEE48)

Sales Code	Description
LDEE48	CHARGER POLICE AWD
29A	Customer Preferred Package 29A
EZH	5.7L V8 HEMI MDS VVT Engine
DGJ	5-Speed Auto W5A580 Transmission
PW7	White Knuokle Clear Coat
APA	Monotone Paint
*X5	HD Cloth Bucket Seats w/Vinyl Rear
-X9	Black
4ES	Delivery Allowance Credit
MAF	Fleet Purchase Incentive
GXQ	Additional Non-Key Alike Fobs
LNK	LED Spot Lamps
LNF	Black Left Spot Lamp
LBG	Front Reading/Map Lamps
AWC	Fleet Safety Group
AYW	Patrol Package Wiring Prep Package
TYL	245/55R18 BSW Performance Tires

Note: Order window for 2019 AWD Hemi Charger is slated to close on August 8th. Based on Chrysler's production status this year, this date should be viewed as an estimate and not set in stone.



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. E.

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

MEETING DATE: August 19, 2019

SUBJECT: Vehicle Purchase

DEPARTMENT: Lee County Sheriffs' Office

CONTACT PERSON: Lt. Don Cole

TYPE: ☒ Consent Agenda ☐ Action Item ☐ Public Hearing ☐ Information

REQUEST	Purchase Four Dodge Durango , One Nissan Maxima
BUDGET IMPACT	Approved Capital Purchase, additional added options will be paid for with Drug seizure funds
ATTACHMENTS	Vehicle Specifications and cost of each vehicle
PRIOR BOARD ACTION	Approved in 2019-2020 Budget
RECOMMENDATION	Authorize the purchase of four Dodge Durango's and One Nissan Maxima for the Lee County Sheriffs' Office on State Contract using drug money for the additional equipment from Performance Automotive Chrysler, Dodge, Jeep, Ram, Ford 605 Warsaw Road, Clinton NC 28328, Maxima to be purchased from CrossRoads Nissan of Wake Forest 11120 Capital Blvd. Wake Forest NC 27587
SUMMARY	

Four Durango's were approved in the 2019-2020 budget, a total of \$122,932.00
Additional options have been added in the amount of 2027.00 per vehicle
to be paid for with drug seizure money
Specs and cost attached 32,760.00 x 4 = 131,040.00 – Dodge Durango's
One Nissan Maxima approved in the 2019-2020 budget \$27,380.00
This vehicle was bided out and one bid came in at \$32,799.00 this difference will
be paid for with drug seizure funds

PERFORMANCE

AUTOMOTIVE



2019 Dodge Durango Pursuit

WDEE75 - Durango 5.7L Hemi All Wheel Drive

NCSA Contract 19-05-0911 Spec 149

North Carolina Sheriff's Association Vehicle Contract



Emergency Lighting for illustrative purposes only

Package 22Z 5.7L V-8 Hemi AWD - Standard Features

- 5.7L Hemi V-8 MDS Engine
- 8 Speed Auto 8HP70 Transmission
- 265/60R18 BSW Michelin Tires
- 18X8 Painted Aluminum Rims
- Deep Tint Sunscreen
- Front & Rear Interior LED Lamps
- Heavy Duty Engine Cooling
- Integrated Voice Command w/Bluetooth
- Remote Proximity Key with Keyless Go
- Power 8-Way Driver Seat
- Power Windows/Door Locks
- Rear Load Leveling Suspension
- Cruise Control
- Tilt/Telescoping Steering Wheel



Shown with optional Havis Console

NCSA Base Vehicle Specifications

CODE	DESCRIPTION	STD / OPTION
WDEE75	Dodge Durango Special Service	STD
AZ1	Durango Pursuit Vehicle	STD
*K7	Cloth Low-Back Bucket Seats	STD
LNQ	Spot Lamp Wiring Prep	STD
CFN	2nd Row 60/40 Folding Seat	STD
EZH	5.7L V8 HEMI engine	STD
MDA	Front License Bracket	STD
XAC	Factory Installed Parkview Camera	STD
4 Key Fobs, 5yr/100,000 mile Powertrain Warranty		

NCSA Zone Information

SPEC	Durango Pursuit Base Vehicle	Base Price
<input type="checkbox"/>	149 Appalachia Zone - Must Pick Up At Dealer	\$ 30,703
<input checked="" type="checkbox"/>	149 Dogwood Zone (Piedmont and Triad)	\$ 30,733
<input type="checkbox"/>	149 Cardinal Zone (Charlotte to Wilmington)	\$ 30,703
<input type="checkbox"/>	149 Longleaf Zone (North East Counties)	\$ 30,743

Dodge Durango Pursuit Vehicle Available Options

Powertrain Options

<input type="checkbox"/>	AHX	Trailer Tow Group IV	\$ 794.00
<input type="checkbox"/>	LM1	Daytime Running Lights, Low Beam	\$ 37.60
<input type="checkbox"/>	WGG	Wrap Around Grille Guard - Dealer Installed	\$ 799.00
<input checked="" type="checkbox"/>	ADL	Skid Plate Package	\$ 277.30
<input type="checkbox"/>	NHK	Engine Block Heater	\$ 89.30
<input type="checkbox"/>	RSD	Sirius XM Satellite Radio	\$ 183.30
<input type="checkbox"/>	RH1	Single Disc Remote CD Player	\$ 465.30
<input type="checkbox"/>	XAN	Blind Spot & Cross Path Protection	\$ 371.30

Graphics Options

<input type="checkbox"/>		White Graphics - Front Doors, Vinyl Wrap	\$ 325
<input type="checkbox"/>		White Graphics - All Doors, Vinyl Wrap	\$ 425

Standard Colors:

		Quantity
<input type="checkbox"/>	PSC	Billet Silver Metallic Clear Coat
<input type="checkbox"/>	PXJ	Black Clear Coat
<input type="checkbox"/>	PDN	Destroyer Grey Clear Coat
<input type="checkbox"/>	PAU	Granite Clear Coat
<input type="checkbox"/>	PRM	Radline 2 Coat Pearl
<input checked="" type="checkbox"/>	PW7	Bright White Clear Coat
<input type="checkbox"/>	PWD	VICE WHITE (Pearl Coat) \$560 EXTRA
<input type="checkbox"/>		

Emergency Equipment/Lighting Upfit

<input type="checkbox"/>	Whelen	Whelen Inner Edge Slicktop - Factory Console	\$	3,741
<input type="checkbox"/>	Whelen	Whelen Inner Edge Slicktop - Police Style Console	\$	4,271
<input type="checkbox"/>	SODHH	Sound Off Slicktop - Factory Console	\$	3,505
<input type="checkbox"/>	SODPC	Sound Off Slicktop - Police Style Console	\$	4,074

Emergency Equipment Options

ADD/DELETE

<input checked="" type="checkbox"/>	D-EULWE1	D-EULWE1 - Unity LED Driver Side Spotlight	\$	570.00
<input checked="" type="checkbox"/>	D-EAPEB2	D-EAPEB2 - Police Wiring Package See below	\$	1,180.00
<input checked="" type="checkbox"/>		for details		
<input checked="" type="checkbox"/>		Factory Console	STD	
<input type="checkbox"/>				

Upfit Video Links:

[2017 Granite Durango SSV, Whelen Slicktop](#)

[2017 White Durango SSV, Whelen Slicktop](#)

Total Unit Price: \$ 32,760

Number Units This Spec:

Total: \$ 131,041

Warranty Information

I. 2019 Durango Pursuit

5 Year / 100,000 Mile Powertrain Warranty

3 Year / 36,000 Mile Bumper to Bumper Warranty

Notes & Instructions:

Quote Date: 07/22/2019

Agency Information:

Agency Name: County of Lee

Contact: Lieutenant D. L. Cole

Position: Operations

Address 1: 1401 Elm St

Address 2:

City, State, Zip: Sanford, NC 27330

Office Phone: 919-718-4621

Cell Phone: 919-271-5410

Email: dcole@leecountync.gov

Fax: 919-718-4562

Amy Hill

Government & Fleet Sales

1555 Old Dairy Road

Columbia, South Carolina 29201

ahill@ramclinton.com

(336) 687-7964 Cell



Gene Daniel

Government Sales Manager

605 Warsaw Road

Clinton, North Carolina 28328

gdaniel@ramclinton.com

(910) 592-5337 Dealership

D-EAPEB2 Wiring Kit Includes the following:

EMERGENCY EQUIPMENT ELECTRICAL SYSTEM & PDC

Features color coded and labeled wiring, a 150-Amp fused Power Distribution Center (PDC) for Police equipment and 360° vehicle lighting.

LED wiring includes:

- Wig Wag Pass/Drv • Visor • Lightbar • C-Pillar • Liftgate/Deck
- TA • Tail Light • License Plate

Police equipment wiring includes:

- Speaker Pair UH • 4 Aux Leads UH • Siren Power x4 • Siren IGN+
- Radio b- • Radio IGN+ • Modem • Computer • Gun Lock • Printer
- Console Ground

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

Bid Tabulation Sheet

Bid Results
R. Butler

Monday, August 5, 2019 @ 11am EST

Date/Time

Bid #4310-01R-20 New 2019 Nissan Maxima SV

Description on Sealed Bid

Bidder/Address	Bid Amount
Classic Nissan of Sanford Sanford NC	No Bid
Leith Nissan Cary NC	No Bid
Southern Pines Nissan Southern Pines NC	No Bid
Crossroads Nissan	32,799.00

Candace Confair 8-5-19

Bids Opened By

**THIS IS
 NOT AN ORDER**

INFORMAL BID REQUEST

Lee County, North Carolina
 Finance Department
 408 Summit Drive, Sanford, NC 27331-1968
 Phone: (919)-718-4600 x5512

Crossroads Nissan of Wake Forest

Vendor Name

P.O. Box 2069

Vendor Address

Wake Forest, NC 27588

Vendor City, State and Zip

Khalil Macklin

Contact Name

Khalil.Macklin@crossroads.com

Contact E-mail address

919 435 5700

Contact Phone Number

Lee County is currently accepting informal sealed bids for the item(s) listed below. If you are interested in supplying the item(s) to Lee County, please complete this form as well as any other information in duplicate and return to the Lee County Finance Office, Attn: Purchasing Agent, 408 Summit Drive, Sanford, NC 27330, by the date and time listed below. Please include the description listed below on your envelope. **DO NOT INCLUDE SALES TAX IN YOUR BID.**

PLEASE INCLUDE IN YOUR BID PACKAGE:

A CURRENT W-9, a Vendor Application, E-Verify/Iran Divestment

Bid Due Date and Time:

Monday, August 5, 2019 @ 11am EST

Item(s) needed by:

Description to Put on Sealed Envelope:

Bid #4310-01R-20 New 2019 Nissan Maxima SV

Item Description	Qty.	Price	Extended Amount
2019 Nissan Maxima SV per attached specifications	1	\$32,799	
Delivery/Other Charges (Please explain):			
Total			

Khalil Macklin
 Vendor Signature

7/29/19
 Date

THIS IS
 NOT AN ORDER

INFORMAL BID REQUEST

Lee County, North Carolina
 Finance Department
 408 Summit Drive, Sanford, NC 27331-1968
 Phone: (919)-718-4600 x5512

CROSSROADS NISSAN
 Vendor Name
11120 CAPITAL BLVD.
 Vendor Address
WAKE FOREST, NC. 27587
 Vendor City, State and Zip

ANDREW WILLIAMS
 Contact Name
ANDREW.WILLIAMS@CROSSROADSGARS.COM
 Contact E-mail address
(919) 435-5700
 Contact Phone Number

Lee County is currently accepting informal sealed bids for the item(s) listed below. If you are interested in supplying the item(s) to Lee County, please complete this form as well as any other information in duplicate and return to the Lee County Finance Office, Attn: Purchasing Agent, 408 Summit Drive, Sanford, NC 27330, by the date and time listed below. Please include the description listed below on your envelope.
DO NOT INCLUDE SALES TAX IN YOUR BID.

PLEASE INCLUDE IN YOUR BID PACKAGE:

A CURRENT W-9, a Vendor Application, E-Verify/Iran Divestment

Bid Due Date and Time:

Monday, August 5, 2019 @ 11am EST

Item(s) needed by:

Description to Put on Sealed Envelope:

Bid #4310-01R-20 New 2019 Nissan Maxima SV

Item Description	Qty.	Price	Extended Amount
2019 Nissan Maxima SV per attached specifications			
Delivery/Other Charges (Please explain):			
Total			

A. Williams
 Vendor Signature

7/30/2019
 Date

2019 Nissan Maxima SV

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. ENGINE AND DRIVETRAIN

- a. 3.5-liter DOHC 24-valve V6 engine, 300 hp @ 6000rpm/ 261 lb-ft of torque @ 4400 rpm
- b. Electronically controlled throttle
- c. Drive Mode Selector (Normal<--->Sport)
- d. Xtronic® Continuously Variable Transmission (CVT)
- e. Traction Control System (TCS)
- f. Vehicle Dynamic Control (VDC) w/Traction Control System (TCS)

2. SUSPENSION, STEERING, AND BRAKING

- a. Independent front strut suspension
- b. Independent multi-link rear suspension
- c. Hollow-tube front stabilizer bar
- d. Hydro-electric power steering (HEPS)
- e. Front and Rear vented disc brakes
- f. 4-wheel Anti-lock Braking System (ABS)
- g. Electronic Brake force Distribution (EBD) and Brake Assist (BA)

3. WHEELS AND TIRES

- a. 18" Machined Aluminum-Alloy Wheels
- b. P245/45R18 V-rated all-season tires
- c. Compact spare tire
- d. Tire Pressure Monitoring System (TPMS) and Easy-Fill Tire Alert

4. EXTERIOR

- a. Halogen headlights
- b. Halogen high beam headlights
- c. Automatic On/Off Headlights
- d. Taillights with Integrated LED signature
- e. Front Fog Lights (halogen)
- f. Dual Exhaust with chrome finishers
- g. Outside mirrors with turn signal indicators
- h. Heated outside mirrors

5. INTERIOR, SEATING, AND TRIM

- a. 8-Way Power Driver's Seat and 4-Way Power Front Passenger's Seat
- b. Front Zero Gravity Seats
- c. 60/40 Split Fold Down Rear Seats
- d. Contrast stitching on Instrument Panel, Door Panels, Console, Seats & Steering Wheel
- e. 'Razor Steel' faceted finishers

- f. Leather-wrapped 'D-shaped' flat bottom steering wheel
- g. Leather-appointed seats
- h. Heated front seats
- i. Driver's seat power lumbar support and manual thigh support extension

6. COMFORT AND CONVENIENCE

- a. Dual-zone Automatic Temperature Control (ATC) with Front & Rear Vents
- b. Nissan Intelligent Key™ with Push Button Ignition (with 'Pulse' Illumination logic)
- c. Power Front Windows w/One-Touch Auto-Up/Down and Auto-Reverse Feature
- d. Cruise Control
- e. Auto dimming rear view mirror
- f. Homelink® Universal Receiver
- g. Remote Engine Start with Intelligent Climate Control
- h. Individual LED Rear Reading lights

7. AUDIO SYSTEMS

- a. AM/FM/CD Audio System with MP3/WMA Reader and Eight Speakers
- b. NissanConnectSM with Navigation System featuring Apple CarPlay™ and Android Auto™ - 8-Inch color display with multi-touch control - Two Front illuminated USB connection ports for iPod® interface and other compatible devices - Nissan Voice Recognition for audio and navigation - SiriusXM Traffic™ - SiriusXM Travel Link™ (Sports, Fuel prices, Weather, Movie listings and Stock info) - Bluetooth® Hands-Free Phone System - Streaming Audio via Bluetooth® - Hands-free text messaging assistant - Swipe to meter functionality (Swipe map from center display towards ADAD to bring up Navi screen in ADA)
- c. Display Commander
- d. HD Radio®
- e. SiriusXM Satellite Radio
- f. Auxiliary Audio Input Jack
- g. 7" Advanced Drive Assist Display

8. SAFETY / SECURITY

- a. Driver & Front Passenger Seat-mounted Side-impact Supplemental Air Bags
- b. Roof-mounted curtain Side-impact Supplemental Air Bags with Rollover Sensor for Front and Rear-seat Outboard Occupant Head Protection
- c. LATCH System (Lower Anchors and Tether for Children)
- d. Nissan Vehicle Immobilizer System
- e. Vehicle Security System (VSS)
- f. RearView Monitor
- g. Forward Emergency Braking (FEB)
- h. Forward Collision Warning (FCW)
- i. Predictive Forward Collision Warning (PFCW)
- j. Front and Rear Parking Sensors (2FR, 2RR)

9. WARRANTY

- a. Bumper to Bumper: 3 years, 36,000 miles
- b. Powertrain: 5 years, 60,000 miles



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: August 19, 2019

SUBJECT: Vehicle Replacement Van Purchase

DEPARTMENT: COLTS/Lee County Senior Services

CONTACT PERSON: Debbie Davidson

TYPE: ☒ Consent Agenda ☐ Action Item ☐ Public Hearing ☐ Information

REQUEST	Approve purchase order for five - 20 Ft. Lift Equipped Light Transit Vehicles
BUDGET IMPACT	\$286,696.55 – County Match – \$28,670
ATTACHMENTS	Van Order Forms
PRIOR BOARD ACTION	Grant Application Approval – October 15, 2018
RECOMMENDATION	Approve purchase of five 20 ft lift equipped light transit vehicles as presented.
SUMMARY	

The County of Lee Transit System applied to the NC Department of Transportation and has received approval to purchase five lift equipped 20 ft. light transit vehicles to replace five vans that reached the 145,000-mile replacement requirement as of June 30, 2019. The Lee County Board of Commissioners approved this grant application on October 15, 2018 and this funding with the 10% local match is included in the FY 2020 Lee County Budget. NC DOT covers the remaining 90% of the cost.

Color and Style of 6" lettering: _____

Striping/Tu-Tone information: Striping (1 code): _____ Tu-Tone (2 codes): #1: _____ #2: _____

Vehicle to be titled to: County of Lee
408 Summit Drive
Sanford NC 27330

Terms: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on insp. form).

**20 FT. LTV - METAL BODY
SPECIFICATION AND PRICING INFORMATION**

Chassis:

2019 Ford E-350 cutaway chassis with 6.8L, V-10 gasoline engine; 11,500 lb. GVWR; 96" overall width; 113" overall height; 260" length 138" wheelbase; 4,600 lbs. front axle/ 7,800 lbs. rear axle/ 4:56 rear axle ratio; heavy duty shock absorbers; front coil and rear leaf springs; MOR/Ryde Suspension installed on rear axle; 6-speed automatic overdrive transmission; transmission oil cooler; radiator coolant recovery kit; 33 gallon fuel tank; trap door access to fuel tank; 2 drive shaft guards; hydraulic front disc and drum rear brakes; seven (7) LT225/75R16E all season 10 ply, radial tires with rims; spare tire is wrapped & shipped flat in vehicle; 12 volt heavy duty electrical system; dual batteries, 1300 CCA total; 225 amp OEM alternator; InterMotive fast idle; back-up alarm; two-way radio provision; all wiring is insulated, color, number, and function coded wiring; pre-wiring for 4-camera surveillance system; LED lighting except for OEM chassis lights; reverse alarm assistance system; and HELP type bumpers.

Body:

Coach & Equipment Phoenix has steel exterior panels with a full steel roll cage; 3/4" marine grade floor with Altro transit flooring, color-keyed covering with white center aisle and yellow nosing on entry steps; electric automatic, full view two-panel, passenger entry door; emergency full vision rear exit door; passenger transit type windows with dark tinted glass; 2 emergency windows; rustproofing; SMI/Transpec 1075 roof ventilator/emergency exit; remote 15"x 8" exterior heated mirrors with convex; driver's side step w/grab bar; Freedman Featherweight, Mid-back passenger seating with Freedman USR 60" passenger restraint belts; 2-24" seat belt extenders; OEM high-back driver's seat with power pedestal and 3 pt. restraint; locked storage area above driver (unless destination sign is purchased); appropriate instruments, gauges, and controls; back-up camera; 12" x 6" driver's mirror; tilt steering and cruise control; inside hood release; OEM front (driver's area) heating and air conditioning; rear heater, 65,000 BTU's and rear a/c, 53,000 BTU's; stainless steel stanchions and grab bars; oxygen tank brackets; 5 lb. fire extinguisher; 24-unit first-aid kit; emergency window hammer/web cutter; warning reflectors, and roof top mounted strobe light.

Wheelchair lift (meets all requirements of the American with Disabilities Act and the FMVSS):

Braun Century NCL1000(F)IB3454HB-2, fully automatic side mounted wheelchair lift; lift platform is 34"x 54"; minimum of 2 wheelchair stations offered; Q'Straint QRT-360 4-point wheelchair tie-down system and 3-point passenger restraint systems; six Q'Straint Quick straps; and backup manual over-ride system. A handrail restraint (belt) between the two handrails will be provided for extra security for passengers.

Warranty:

Chassis - 3 years/36,000 mile Bumper to Bumper Warranty (Ford/GM)
Power Train - 5 years/60,000 miles (Ford/GM)
Chassis Corrosion warranty - 5 years/ unlimited miles (Ford/GM)
Body Conversion warranty - 3 years/36,000 miles (Coach & Equipment)
Body Structure warranty - 5 years/75,000 miles (Coach & Equipment)
Air Conditioning (add on unit) - 24 months (ProAir ACT System)
Tire Warranty - 50,000 miles
Wheelchair lift - 5 years Limited Warranty (Braun)

DELIVERY: Approximately 120 days from receipt of chassis

TERMS: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on inspect. form).

Light Transit Vehicle seating arrangements:
Item/Diagram number and base price

A2	Wheelchair lift vehicle - side-rear location; 6 forward facing passenger seats, 1 double foldaway bench seat with 2 wheelchair/mobility aid device stations	<u>\$ 55,618.31</u>
----	--	---------------------

FLOOR PLAN: See Tab label at bottom - A-2 FLOOR PLAN

Options:

Item #

- | | | | |
|-----|---|-------------|----------|
| 1. | Lettering: Specify SYSTEM NAME & PHONE NUMBER on order form
4" letters and numbers will be used on both sides of van | \$ 179.00 | |
| 2. | Logo - System must provide decal; price is for labor only. | \$ 67.00 | ea./logo |
| 3. | Auxiliary Round Red LED Brake Lights - two round 7" brake lights; one on each side of vehicle above OEM brake lights. | \$ 281.00 | |
| 4. | Auxiliary Amber Strobe light; located either above rear door or to the right of door. Light shall be wired to illuminate when vehicle is stopped and front door is opened. This strobe is not the same as standard strobe on top of vehicle. | \$ 188.00 | |
| 5. | 6.0L GM Gas Powered Engine. Price includes Chevy Chassis | \$ 1,290.00 | |
| 6. | Diamond Donation Farebox, small approx 8"x8"x8" | \$ 193.00 | |
| 7. | Destination sign-Transign D-3114, electric, furnished with minimum of 15 destinations: Front and side
<i>*Destination sign is only available for fixed route and deviated fixed route vehicles.</i> | \$ 2,509.00 | |
| 8. | Passenger touch tape stop request
<i>*Passenger signal is only available for fixed route vehicles.</i> | \$ 158.00 | |
| 9. | REI P.A. System/AM/FM/CD with 4 speakers meets ADA
<i>*PA system is only available for fixed route or deviated fixed route vehicles.</i> | \$ 435.00 | |
| 10. | Bike Rack - Stainless Steel bike rack mounted on front of bus
<i>(agency must have budgeted appropriate amount in application to order this option, however this option can be ordered as non-participating option if system did not budget for it)</i> | \$ 1,324.00 | |
| 11. | Telma brake retarder - for mountain areas only
<i>(agency must have budgeted appropriate amount in application to order this option,</i> | \$ 6,782.00 | |
| 12. | Additional Emergency Window Exits - order up to 3 more on vehicle | \$ 45.00 | ea. |

Non-Participating Options (local cost only)

NOTE: THE FOLLOWING OPTIONS ARE NOT ELIGIBLE FOR STATE/FEDERAL PARTICIPATION.

- | | | | |
|-----|--|----------------------------|------|
| 13. | Ford Chassis Service /Parts manual | N/A | |
| 14. | GM/Chevrolet Chassis Service/Parts manual | N/A | |
| 15. | Alternative Fuel - Propane Bi-Fuel Conversion Kit Option (Ford) | \$ 6,919.00 | |
| 16. | Hubometer | \$ 95.00 | |
| 17. | Paint, trim, two-tone, and logo options: <i>*prices listed are maximum costs; please contact vendor for quote for your system.</i>
a) Striping - <i>includes paint and labor</i> ; indicate color and location on vehicle \$ 763.00
b) Striping - <i>includes vinyl trim and labor</i> ; indicate color and location on vehicle \$ 763.00
c) Two-tone - <i>includes paint and labor</i> ; indicate color(s) and location on vehicle \$ 961.00
d) Two-tone - <i>includes vinyl trim and labor</i> ; indicate color(s) and location on vehicle \$ 961.00
e) Logo - <i>includes paint and labor</i> ; provide design copy and location on vehicle \$ 128.00
<i>*Striping (1 color) and Tu-tone (2 colors) Option: contact vendor for details.</i> | | |
| 18. | Additional 24" seat belt extender (<i>*note 2-24" are included with each vehicle</i>) | \$ 21.00 | each |
| 19. | Additional Q'Straint Quick Straps. (6 Quick straps are std. with vehicle) | \$ 5.00 | each |
| 20. | Twin Vision Digital MobiLite Electronic destination sign: Front Side | \$ 2,346.00
\$ 1,852.00 | |
| 21. | Diamond NV Farebox with extra vault | \$ 1,327.00 | |
| 22. | Genfare Pacemaker Farebox with extra vault | N/A | |
| 23. | GFI Odyssey Validating Electronic Farebox | \$ 16,005.00 | |
| 24. | REI P.A. system (2 speakers) meets ADA | \$ 432.00 | |

25.	Clever Devices AVA	<u>N/A</u>
26.	Pull Cord, stop request signal system	\$ <u>574.00</u>
27.	Fogmaker suppression system	\$ <u>3,609.00</u>
28.	Jomarr Fire suppression system	\$ <u>2,833.00</u>
29.	Amerex Fire suppression system	\$ <u>2,295.00</u>
30.	USSC G-2E-LP adjustable driver's seat with arm rest	\$ <u>977.00</u>
31.	USSC G-2E-LP adjustable driver's seat with arm rest and air suspension	\$ <u>1,769.00</u>
32.	Recaro Ergo LXS adjustable driver's seat	\$ <u>870.00</u>
33.	Freedman Double Three step-foldaway bench seats in lieu of a permanent forward facing seat	\$ <u>313.00</u>
34.	Freedman Integrated Child Seat (ICS) that replaces forward facing bench seat	\$ <u>601.00</u>
35.	Freedman Featherweight High Back seats in lieu of standard mid back permanent forward facing seats (includes appropriate foldaway seats).	\$ <u>197.00</u>
36.	Upgraded LTV door frame to 14 ga. stainless steel	\$ <u>467.00</u>
37.	Upgraded LTV stepwell to 14 ga. stainless steel with 10 ga. steps	\$ <u>243.00</u>
38.	Seon Wireless 4 Cameras/DVR system - Seon Trooper TL4	\$ <u>2,162.00</u>
39.	HawkEye warning System - alarm detects objects behind vehicle	\$ <u>587.00</u>
40.	Upgraded automatic heated side mirrors w/ turn signal- Rosco	\$ <u>238.00</u>
41.	OEM engine block heater option	\$ <u>95.00</u>
42.	Extended Warranty Option Plan	<u>N/A</u>

Exterior Color: The basic body of the Coach & Equipment Phoenix is white.

Seat Fabric and Color: Interior panels will be a light gray. Seating is available in either vinyl or cloth; selections are listed below. Choose one and indicate selection on order form. Include type, color and code number.

http://www.freedmanseating.com/fabrics/level_3/

Vinyl Covering Colors
<u>Level 3 - Predictions & Cameo</u>
(607) Predictions Claret
(588) Cameo Ivy
(595) Predictions Silversurf
(600) Clipper Blue
(610) Predictions Misty Bay
(612) Predictions Indigo

Fabric Covering Colors
<u>Level 3 - Regions Fabric (Solid Color)</u>
(48301) Pacific Rosa
(48302) Pacific Dk. Blue
(48303) Pacific Navy
(48304) Pacific Green
<u>Level 3 - Regions Fabric (Tweed Fabrics)</u>
(48701) Midwest Merlot
(48801) Midwest Bluette
(48802) Midwest Pippin
(48306) Pacific Grey
(48804) Midwest Blackberry



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: August 19, 2019

SUBJECT: Renewal of ATM Machine Located at the Lee County Courthouse

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish/John Crumpton

TYPE: ☒ Consent Agenda ☐ Action Item ☐ Public Hearing ☐ Information

REQUEST	To consider the renewal of the ATM machine located at the Lee County Courthouse
BUDGET IMPACT	N/A
ATTACHMENTS	1) New lease agreement 2) lease agreement from 2007
PRIOR BOARD ACTION	The Board of Commissioners has approved such lease since 2007
RECOMMENDATION	To approve the lease agreement with the State Employees Credit Union as presented and authorize the Chair to sign
SUMMARY	

In 2007, the Lee County Board of Commissioners approved an original lease agreement with the State Employees Credit Union for the ATM machine located in the lower parking lot at the Lee County Courthouse. This lease has continued since 2007. The 2007 lease agreement allowed for three-three year term extensions and those extensions will expire this year. The Credit Union is now requesting a five year term with two renewal options of five years. The rental payment will be one dollar a year beginning September 1, 2019 and ending August 31, 2022. We have requested a termination clause that will allow the County to terminate the lease giving sixty days' notice.

NORTH CAROLINA:

LEE COUNTY:

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 1ST day of, SEPTEMBER, 2007 by and between, LEE COUNTY, hereinafter referred to as "Lessor"; and STATE EMPLOYEES' CREDIT UNION, a North Carolina corporation, hereinafter referred to as "Lessee";

WITNESSETH:

That subject to the terms and conditions hereinafter set out, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of Lessor that certain tract or parcel of land located, 1408 S. HORNER BLVD., SANFORD, County of LEE, State of North Carolina.

The terms and conditions of this Lease are as follows:

- 1) The term of this Lease shall be for a period of THREE (3) years beginning on the FIRST day of, SEPTEMBER, 2007, and ending on the LAST day of AUGUST, 2010, unless extended or terminated under the other provisions of this Lease.
- 2) Lessor shall provide space to the Lessee rent-free for the term of this lease. Provisions for the extension of this Lease are set forth in Item #12.
- 3) Lessee shall use and occupy the premises for the purpose of maintaining a kiosk ATM, and in connection thereto, shall comply with all laws, ordinances, orders, or regulations of any lawful authority having jurisdiction over the premises and the use thereof.
- 4) It is understood and agreed that Lessee shall be responsible for construction of the ATM and for the upkeep, repair, and maintenance of said structure during the term of this Lease or any extension hereof. At the expiration of the term of this Lease, or the prior termination of said Lease as herein provided, Lessee shall be responsible for removing said ATM from the premises and restoring the premises to their present condition.
- 5) During the term of this Lease, Lessee shall maintain comprehensive general liability insurance on an occurrence basis with maximum limits of liability in the amount of Three Hundred Thousand Dollars (\$300,000.00) for property damage, bodily injury, personal injury or death to any one person; Lessee shall also maintain excess liability coverage with a per occurrence limit of One Million Dollars (\$1,000,000.00); and Lessee shall keep the kiosk structure on the demised premises together with the equipment in said building insured against loss or damage by fire or other casualties.
- 6) Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful or ultrahazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind.
- 7) Lessee shall pay prior to delinquency all taxes and assessments of every kind and nature which may be imposed or assessed upon or with respect to the structure and equipment placed on the premises by Lessee.

- 8) If the premises are wholly or partially destroyed by fire or other casualty, rental shall abate in proportion to the loss of use thereof, and Lessee shall, at its own expense, promptly restore the premises to substantially the same condition as existed before damage or destruction, whereupon full rental shall resume.
- 9) If the whole of the premises, or such portion thereof as will make the premises unsuitable for use contemplated hereby, shall be taken under the power of eminent domain (including any conveyance in lieu thereof), then the term hereof shall cease as of the date possession thereof is taken by the condemnor, and rental shall be accounted for as between Lessor and Lessee as of that date.
- 10) All applications in connection with necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for electricity, gas, water, sewer, and telephone services.
- 11) Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Lessee. Lessee shall defend, indemnify and hold harmless the Lessor from and against any claims, damages, or expenses (including reasonable attorney's fees), whether due to damage to the premises, claims for injuries to persons or property, or administrative or criminal action by governmental authority, where such claims, damages, or expenses result from the negligence, misconduct or breach of any provision of this Lease Agreement by Lessee, its agents, employees or invitees.
- 12) Lessor hereby grants unto Lessee the option to extend the term of this Lease for an additional THREE-THREE year periods commencing at the expiration of the primary term hereof; all extensions are to be granted to an agreed upon monthly rental rate of \$0.00 per month. Lessee shall provide to Lessor at least ninety (90) days prior to the expiration of the primary term written notice of its intention to extend.
- 13) It is expressly understood and agreed that if any monthly installment of rent as herein called for shall remain overdue and unpaid for ten (10) days, Lessor may, at its option, at any time during such default, declare this Lease terminated and canceled and take possession of said premises, and require the Lessee to remove the structure from the premises and restore the premises to their former condition.
- 14) If Lessee shall pay the rent and perform and observe all the other covenants and conditions to be performed and observed by it hereunder, Lessee shall at all times during the term hereof have the peaceable and quiet enjoyment of the premises without interference from Lessor or any person lawfully claiming through Lessor.
- 15) All notices provided for in this Lease Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail addressed to Lessor at:

LEE COUNTY GOVERNMENT CENTER
ATTN: DICK HOYLE
106 HILLCREST DRIVE
SANFORD, NC 27330

and to Lessee at:

State Employees' Credit Union
P. O. Box 27665
Raleigh, N. C. 27611

- 16) This Lease Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.
- 17) This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18) This Lease contains the complete agreement of the parties regarding the terms and conditions of the lease of the premises, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest.
- 19) If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

THIS PORTION INTENTIONALLY LEFT BLANK

IN TESTIMONY WHEREOF, the parties have caused this Lease Agreement to be executed as of the day and year first above written.

LESSOR:
LEE COUNTY

BY: Robert H. Brown
Chairman, Lee County Board of Commissioners

ATTEST:

Haymell M. Lee
CLERK



LESSEE:
STATE EMPLOYEES' CREDIT UNION

BY: Patty Munns
SENIOR VICE-PRESIDENT, FACILITIES SERVICES

ATTEST:

Peterson
ASSISTANT CORPORATE SECRETARY

NORTH CAROLINA:
WAKE COUNTY:

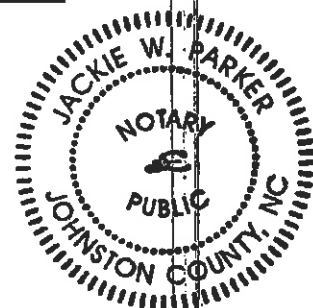
This the 9th day of August, 2008, before me, Jackie W. Parker,
a Notary Public, personally came Patty Munns, who, being duly sworn, says that she is Senior Vice-President, Facilities Services of STATE EMPLOYEES' CREDIT UNION and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by her in behalf of the said corporation by its authority duly given and the Senior Vice-President, Facilities Services acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this the 9th day of August, 2008.

Jackie W. Parker
Jackie W. Parker
NOTARY PUBLIC

My Commission Expires:

Oct. 28, 2009



2nd Floor in Park

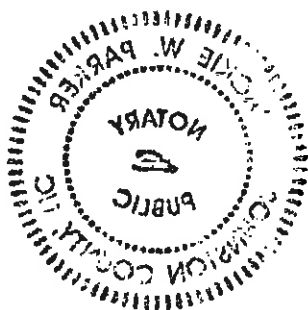
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2nd Floor in Park

NORTH CAROLINA

LEE COUNTY

LEASE AGREEMENT

This Lease Agreement made and entered into this 26th day of July 2019 by and between Lee County, hereinafter referred to as "Lessor"; and State Employees' Credit Union, a North Carolina credit union, hereinafter referred to as "Lessee".

WITNESSETH:

That subject to the terms and conditions hereinafter set out, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of Lessor that certain tract or parcel of land located at 1408 S. Horner Blvd., Sanford, County of Lee, State of North Carolina.

The terms and conditions of this Lease are as follows:

- 1) The term of this Lease shall be for a period of three (3) year(s) beginning on the first day of September 2019 and ending on the last day of August 2024, unless extended or terminated under the other provisions of this Lease by providing ninety (90) days' prior written notice to the other.
- 2) As rental for said premises, Lessee shall pay to Lessor at the address noted below, and without notice or demand therefore, the sum of One Dollar (\$1.00) payable ANNUALLY. The rental payments shall be made payable to Lee County and sent to the following address PO Box 1968, Sanford, NC 27331.
- 3) Lessee shall use and occupy the premises for the purpose of maintaining a kiosk ATM, and in connection thereto, shall comply with all laws, ordinances, orders, or regulations of any lawful authority having jurisdiction over the premises and the use thereof.
- 4) Lessor shall be responsible for the repairs and/or maintenance of the parking lot area of the described property (collectively, the "Leased Premises") of reasonable wear and tear, potholes and landscaping such as shrubs and trees in close proximity of the said ATM located on the "Leased Premises". Upon a thirty (30) day written notice from Lessee to Lessor for any repairs and/or maintenance described above on the "Leased Premises" and if Lessor fails to perform any repairs and/or maintenance required of Lessee (to cure or a reasonable time thereafter if such repairs and/or maintenance cannot reasonably be completed in thirty (30) days and are commenced within such period and thereafter diligently pursued to completion), then Lessee has the option to provide a thirty (30) day written notice of its intent to terminate this Lease Agreement. Lessor and Lessee shall share the responsibility of maintaining the surrounding area in close proximity of the said ATM. Lessee will be responsible for the construction of the said ATM such as upkeep, repairs and maintenance of said ATM and structure during the term of this Lease Agreement or any extension hereof. Upon termination of the Lease Agreement, Lessee will be responsible for removing said ATM and the structure from the "Leased Premises" and will restore the premises back to its original condition.

- 5) During the term of this Lease, Lessee shall maintain comprehensive general liability insurance on an occurrence basis with minimum limits of liability in the amount of Three Hundred Thousand Dollars (\$300,000.00) for property damage, bodily injury, personal injury or death to any one person; Lessee shall also maintain excess liability coverage with a per occurrence limit of at least One Million Dollars (\$1,000,000.00); and Lessee shall keep the kiosk structure on the demised premises together with the equipment in said building insured against loss or damage by fire or other casualties.
- 6) Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful or hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind.
- 7) Lessee shall pay prior to delinquency all taxes and assessments of every kind and nature which may be imposed or assessed upon or with respect to the structure and equipment placed on the premises by Lessee.
- 8) If the Leased Premises are wholly or partially destroyed by fire or other casualty, rental shall abate in proportion to the loss of use thereof, and Lessee shall, at its own expense, promptly restore the Leased Premises to substantially the same condition as existed before damage or destruction, whereupon full rental shall resume. Should Lessee elect not to repair or replace the ATM, then Lessee shall provide to Lessor at least ninety (90) days written notice of its intent to terminate this Lease Agreement. Upon such termination, Lessee shall diligently repair the Leased Premises to its original condition prior to the installation of the ATM. After the Leased Premises are repaired, Lessee and Lessor shall not have any responsibility to each other under the terms of the Lease Agreement.
- 9) If the whole of the Leased premises, or such portion thereof as will make the Leased premises unsuitable for use contemplated hereby, shall be taken under the power of eminent domain (including any conveyance in lieu thereof), then the term hereof shall cease as of the date possession thereof is taken by the condemnor, and rental shall be accounted for as between Lessor and Lessee as of that date.
- 10) All applications in connection with necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for electricity, gas, water, sewer, and telephone services.
- 11) Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Lessee. Lessee shall defend, indemnify and hold harmless the Lessor from and against any claims, damages, or expenses (including reasonable attorney's fees), whether due to damage to the premises, claims for injuries to persons or property, or administrative or criminal action by governmental authority, where such claims, damages, or expenses result from the negligence, misconduct or breach of any provision of this Lease Agreement by Lessee, its agents or employees.
- 12) No Renewal Options.

- 13) It is expressly understood and agreed that if any monthly installment of rent as herein called for shall remain overdue and unpaid for ten (10) days, Lessor may, at its option, at any time during such default, declare this Lease terminated and canceled and take possession of said premises, and require the Lessee to remove the structure from the premises and restore the premises to their former condition.
- 14) If Lessee shall pay the rent and perform and observe all the other covenants and conditions to be performed and observed by it hereunder, Lessee shall at all times during the term hereof have the peaceable and quiet enjoyment of the premises without interference from Lessor or any person lawfully claiming through Lessor.
- 15) All notices provided for in this Lease Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail addressed to Lessor at:

Lee County
PO Box 1968
Sanford, NC 27331

And to Lessee at:

State Employees' Credit Union
PO Box 26807
Raleigh, NC 27611

- 16) This Lease Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.
- 17) This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18) This Lease contains the complete agreement of the parties regarding the terms and conditions of the lease of the premises, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest.
- 19) If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

THIS SPACE INTENTIONALLY LEFT BLANK

In Testimony Whereof, the parties have caused this Lease Agreement to be executed as of the day and year first above written.

LESSOR:
Lee County

BY: _____

TITLE: _____

ATTEST:

SIGNATURE / TITLE



LESSEE:
State Employees' Credit Union

BY: Karen High
Senior Vice-President, Facilities Services

ATTEST:

[Signature]

SECU Assistant Corporate Secretary

NORTH CAROLINA:
WAKE COUNTY:

This is the 1 day of August, 2019, before me, Nakesha L Pierce a Notary Public, personally came Karen High, who, being duly sworn, says that she is Senior Vice-President, Facilities Services of State Employees' Credit Union and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by her in behalf of the said corporation by its authority duly given and the Senior Vice-President, Facilities Services acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this 1 day of August, 2019.

Nakesha L Pierce
Notary Public

My Commission Expires:

07/22/2023





LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. H.

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

MEETING DATE: August 19, 2019

SUBJECT: North Carolina Alliance of Public Health Agencies Contract (NCAPHA)

DEPARTMENT: Health

CONTACT PERSON: William H. Cain, Health Director

TYPE: ☒ Consent Agenda ☐ Action Item ☐ Public Hearing ☐ Information

REQUEST	This is a request to the County Commissioners to approve the North Carolina Alliance for Public Health Agencies Contract (NCAPHA).
BUDGET IMPACT	Infant Mortality Reduction State Funds \$55,190 (no County match)
ATTACHMENTS	(1); North Carolina Alliance of Public Health Agencies Agreement – 13 pages
PRIOR BOARD ACTION	N/A
RECOMMENDATION	The Health Department respectfully requests the Board of Commissioners to approve the attached staffing agreement.
SUMMARY	

NCAPHA will provide a Health Education Specialist for 1 year. This position will act as our Infant Mortality Reduction Coordinator which will facilitate education classes at the health department with moms to be and new moms by working with our Maternal Health and WIC clients. This position will attend health fairs and community events to bring awareness of baby safe sleep practices. This position will provide Safety Car Seat checks in approved venues.

The Board of Health voted to approve July 17th, 2019



North Carolina Alliance of Public Health Agencies (NCAPHA) Staffing Agreement

North Carolina Alliance of Public Health Agencies, Inc., entered into effective as of July 1, 2019, with its principal office located at 222 North Person Street, Suite 208, Raleigh, North Carolina 27601 ("Agency"), and Lee County Health Department, with its principal office located at 106 Hillcrest Drive, Sanford, NC 27330 ("Client") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

1. Agency Duties and Responsibilities

Agency will:

- a. Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform tasks in accordance with Client's specifications as described to Agency in writing for staffing under Client's supervision and will be the common law employer of Assigned Employees;
- b. Pay each Assigned Employee's wages and provide them with the benefits that Agency offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- d. Require Assigned Employees to sign agreements (in the form of Exhibit A) acknowledging that they are not entitled to holidays, vacations, paid time off, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by Client;
- e. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994.
- f. In compliance with Section 420.302(b) of the Medicare regulations, until the expiration of four years after the furnishing of services provided under this Agreement, Agency will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services;

- g. Obtain and keep on file all documentation required by the U.S. Immigration and Naturalization Service to prove legal status to work and reside in the United States;
- h. At Client's request, provide certificates evidencing general liability and professional liability insurance coverage.

1.2 **Right to Control**

In addition to Agency's duties and responsibilities set forth in paragraph 1, Agency, as the common law employer, has the right to review and address, unilaterally or in coordination with Client, Assigned Employee work performance issues and to enforce Agency's employment policies relating to Assigned Employee conduct at the worksite. The work assignment of Assigned Employee will be terminated by Agency upon receipt of Client's written request given to Agency at least fifteen (15) days in advance; provided, however, that Client may immediately terminate an Assigned Employee's work assignment for cause. If Assigned Employee's work assignment is terminated for cause, Client shall provide Agency with a written statement specifying the cause in reasonable detail promptly following such termination.

2. **Client Duties and Responsibilities**

Client will:

- a. Properly supervise Assigned Employee's work performance and be responsible for Client's business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, and systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Agency's express prior written approval or as strictly required by the job description provided to Agency;
- c. Provide Assigned Employee with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which Assigned Employee may be exposed at the work site;
- d. Not change Assigned Employee's job duties without Agency's express prior written approval;
- e. Exclude Assigned Employees from Client's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits;
- f. Reimburse Agency for advertising conducted with respect to recruiting specific personnel, when advertising is done at the request of Client;
- g. Comply with OSHA Bloodborne Pathogen Exposure Control regulations found under OSHA Standard 29 C.F.R.e.1910. Client certifies that it has developed and follows an Exposure Control Plan in conformance with those regulations. At the

time of initial assignment to tasks where occupational exposure may occur. Client will provide Assigned Employee with training in compliance with OSHA Standard 29 C.F.R.e.1910. Client agrees to provide post exposure evaluation and follow-up pursuant to OSHA Standard 29 C.F.R.e.1910, if an exposure incident occurs to any Assigned Employee and to provide copies of all records of post-exposure care to Agency. Client agrees to orient Assigned Employee to Client's policies, procedures, operations and OSHA/Infection Control procedures, and inform the Agency of training dates and any changes in the Client's policies and procedures;

- h. Designate a representative to report to Agency all time worked by each Assigned Employee on a mutually agreed schedule;
- i. Be responsible for compliance with all relevant safety and health laws and regulations during the period of the Assigned Employee's assignment under Client's supervision, including but not limited to JCAHO regulations relating to orientation and evaluation and HIPAA regulations.

Payment Terms, Bill Rates, and Fees

- 3. Client will pay Agency for its performance as set forth on Exhibit B and will also pay any additional costs or fees set forth in this Agreement. Agency will invoice Client for services provided under this Agreement on a semi-monthly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. Information appearing on the invoice shall be deemed accurate and affirmed by Client, however Client retains the right to contest any invoice if it notifies the Agency in writing within five business days of date of discovery and the writing will specify the particular error(s), omission(s), or objection(s). Agency may impose a finance charge of one and one-half (1 ½) percent per month to all outstanding amounts unpaid by for thirty (30) days or more after date of the invoice. If a portion of any invoice is disputed, Client will pay the undisputed portion.
- 4. In addition to the rates specified in Exhibit B of this Agreement, Client will pay Agency the amount of all new or increased labor costs associated with Client's Assigned Employees that Agency is legally required to pay-such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels-until the parties agree on new rates.

Confidential Information

- 5. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of Client's confidential information will be imputed to Agency as a result of Assigned Employees' access to such information.

Cooperation

6. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Term of Agreement

7. The term of this Agreement will be for an entire fiscal year, which runs from July 1 through June 30, for the year of the effective date of this Agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the Agreement upon written notice.

Miscellaneous

8. While Agency follows the guidelines described in Exhibit C and will give each Assigned Employee safety and standards online training relating to safety, universal precautions, occupational exposure to bloodborne pathogens, other safety issues and HIPAA regulations, Client will provide each Assigned Employee with all necessary site-specific training, orientation and evaluations that may be required by federal, state or local occupational safety laws or rules, including JCAHO and HIPAA, for members of Client's workforce. Further, Client will only assign Assigned Employee to work in the clinical specialty areas in which they are professionally qualified and oriented to work. In the event of any actual or threatened claim arising out of or relating to the acts of omissions of the Assigned Employee, Client shall provide Agency written notice of such claim promptly and, in no event, later than 30 days after Client knew, or reasonably should have known of such claim
9. The parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws. Client agrees that it will promptly investigate allegations of discrimination, harassment, and retaliation. Client further agrees that it will report to Agency any suspected discrimination, harassment and/or retaliation either by or against Assigned Employee immediately.
10. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
11. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
12. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

13. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
14. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
15. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
16. Client will not transfer or assign this Agreement without Agency's written consent.
17. All notices, demands, requests or other instruments which may be or are required to be given hereunder shall be in writing and sent to the addresses set forth below, by hand delivery, certified mail – return receipt requested, or via overnight courier, postage prepaid.

AGENCY: NC Alliance of Public Health Agencies, Inc.
222 N. Person Street, Ste. 208
Raleigh, NC 27601

CLIENT: Lee County Health Department
106 Hillcrest Drive
Sanford, NC 27330

The addresses provided herein are conclusively deemed to be valid, and notice given in compliance with this paragraph shall be conclusively presumed to be proper and adequate, unless a written change of address is provided to all Parties.

18. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, without reference to any conflicts of law principles thereof.

[Signatures on next page]

Authorized representatives of the parties have executed this Staffing Agreement below to express the parties' agreement to its terms.

Lee County Health Department

**North Carolina Alliance of Public Health
Agencies, Inc.**

Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

THIS Agreement has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

Client Finance Officer:

Printed Name

Title

Date

EXHIBIT A
BENEFITS WAIVER FOR ASSIGNED EMPLOYEES
AGREEMENT AND WAIVER

In consideration of my assignment to Client by Staffing Firm, I agree that I am solely an employee of Staffing Firm for benefits plan purposes and that I am eligible only for such benefits as Staffing Firm may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by Client, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to Client by Staffing Firm and regardless of whether I am held to be a common-law employee of Client for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, nor or in the future, to such benefits and agree not to make any claim for such benefits.

EMPLOYEE

WITNESS

Signature

Signature

Printed Name

Printed Name

Date

Date

EXHIBIT B COMPENSATION

- A. **SCHEDULE OF RATES.** Hourly rates are as set forth below or as otherwise determined by Agency and Client in writing plus a 33% administrative fee. For Salaried Assigned Employee whose annual salary, excluding the administrative fee, is less than \$100,000, and works a fixed schedule and receives the same salary each pay period, an administrative fee of 24% will apply after 90 days of employment . For Salaried Assigned Employee whose annual salary, excluding the administrative fee, total more than \$100,000, an administrative fee of 19% will apply. Travel and work-related expenses will be based on the approved county travel reimbursement rate. Environmental Health professionals will be compensated for travel, meals and lodging at the approved county travel reimbursement rate. Travel and work-related expenses are exempt from the administrative fee.
- B. **OVERTIME.** This Paragraph is only applicable to Assigned Employee who are eligible to receive overtime compensation pursuant to applicable law. Agency will charge Client special rates for premium work time only when an Assigned Employee's work on assignment to Client, viewed by itself, would legally require premium pay and Client has authorized, directed, or allowed the Assigned Employee to work such premium work time. Client's special billing rate for premium hours will be the same multiple of the regular billing rate as Agency is required to apply to the Assigned Employee's regular pay rate. Client will be billed one and one-half (1.5) times the rate set by the Client for time worked by Assigned Employee for all hours worked more than forty (40) hours per week and in accordance with state and federal wage and hours laws. If, during the terms of this Agreement or at any time, any applicable law requires Agency to pay overtime to its Assigned Employee based on any standard other than 40 hours per week, Agency shall bill the overtime rate pursuant to the applicable law. Agency may comply with Client's policies regarding overtime when they follow state and/or federal wage and hours laws and are communicated at the time of the contract or communicated to Agency at least ninety (90) days prior to the effective date of such changes.
- C. **EXPENSES.** Travel and other expenses incurred by an Assigned Employee in providing services to Client under this Agreement may be included on the Assigned Employee's applicable time sheet and reimbursed to the Assigned Employee through the Assigned Employee's paycheck from, Agent at Client's expense.
- D. **ACA COMPLIANCE.** Agency shall comply with all provisions of the Patient Protection and Affordable Care Act ("ACA") applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations applicable to Assigned Employee, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations. If the Assigned Employee does not report to work for illness or some other reason outside of Client's control, Client will not be billed for these hours except in the case of salaried Assigned Employee, with leave concession addressed at time of hire.

**EXHIBIT C
REQUIREMENT GUIDELINES**

<u>REQUIRED:</u>	Schedule	Interpretation
Hepatitis B	2 doses, 4 weeks apart; 3 rd dose, 5 months after 2 nd ; booster not necessary	Agency's policy follows CDC recommendations. Documentation of 3 doses of Hepatitis B vaccination (at appropriate intervals), serologic proof of immunity or declination of the series of vaccines signed by the healthcare worker.
MMR (Measles, Mumps, Rubella)	2 doses, 4 weeks apart	Agency's policy follows CDC recommendations for healthcare personnel (HCP) born in 1957 or later without serologic evidence of immunity or prior vaccination give 2 doses of MMR, 4 weeks apart. For HCP born prior to 1957, is considered acceptable evidence of measles, mumps and rubella immunity, however Agency follows CDC recommendation that a HCP get a titer but it is not required (unless a work site requirement.)
Varicella (chicken pox)	2 doses, 4 weeks apart	Agency follows CDC recommendation all HCP who have no serologic proof of immunity, prior vaccination, or history of varicella disease, give 2 doses of varicella vaccine, 4 weeks apart; all HCP be immune to varicella with proof of Titer.
<u>HIGHLY RECOMMENDED:</u>	<i>[Not Required]</i>	<u>Employee must obtain if required by their work site.</u>
Influenza	Annual influenza vaccine	Highly recommended by Agency (must be obtained if required by employee's work site.)
Tetanus, diphtheria, pertussis	Td booster every 10 years after one Tdap	Agency follows CDC recommendation all HCP get a Td booster does every 10 years, following the completion of the primary 3-dose series. Also, All HCP younger than 65 get a 1-time does of Tdap, if they have direct patient contact.
Tuberculosis Skin Test Screening	Upon Hire –Two step TST; Annual TB skin test for settings classified as medium risk for HCWs who have the potential for exposure to M. Tuberculosis through air space shared with persons with TB disease	Agency's policy for Tuberculosis screening follows CDC recommendations.
State license, registration or certification (when required)	Per state board of nursing or other licensing agency	Agency contacts the State Board or other licensing agency prior to the Assigned Employee's start date to confirm that the license, registration or certification is active and in good standing. Agency will not knowingly employ a professional that has an action against their license.

BCLS (CPR)	Current Card	Agency accepts current BCLS certification from either AHA, Red Cross, or hospital issued cards as long as they are the standard requirements for Assigned Employee.
Criminal Background Check	Performed upon hire	Agency's policy is to conduct Criminal Background Checks upon hire on all Assigned Employee unless otherwise instructed by client. If there is a gap in employment or the Assigned Employee leaves the company for more than 6 months, a criminal background check will need to be updated prior to the start of the next assignment.
OIG Sanctions Check	Upon application	Agency has a check procedure in place. Each applicant is checked against the OIG database upon application.
I-9	Upon hire and if documents expire	Agency collects a completed I-9 and the appropriate INS required documentation on every Assigned Employee member prior to their start date.
<i>AGENCY participates in E-Verify (As required by law.)</i>	Upon hire	Agency will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization. IMPORTANT: If the Government cannot confirm that a new hire is authorized to work, this employer is required to give new hires written instructions and an opportunity to contact DHS and/or the SSA before taking adverse action against you, including terminating their employment. Agency will not use E-Verify to pre-screen job applicants and may not limit or influence the choice of documents new hires present for use on the Form I-9. To determine whether Form I-9 documentation is valid, Agency uses E-Verify's photo matching tool to match the photograph appearing on some permanent resident cards, employment authorization cards, and U.S. passports with the official U.S. government photograph. E-Verify also checks data from driver's licenses and identification cards issued by some states.



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: August 19, 2019

SUBJECT: Request for approval of purchase of Sand Pro 5040 and Attachments.

DEPARTMENT: General Services

CONTACT PERSON: Russel Spivey, General Services Director

TYPE: ☐ Consent Agenda ☒ Action Item ☐ Public Hearing ☐ Information

REQUEST	Approve purchase of Sand Pro 5040 Equipment and Attachments for ballfields from Smith Turf and Irrigation.
BUDGET IMPACT	Funds of \$25,000 were approved in the 2019-2020 Capital Outlay \$5,000 and above General Services Budget
ATTACHMENTS	1) Equipment Quotation
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve purchase of Sand Pro 5040 Equipment and Attachments for ballfields from Smith Turf and Irrigation.
SUMMARY	

The new Sand Pro 5040 will replace a 1998 Sand Pro due to age and maintenance costs. This equipment will be used to maintain and prep all county ballfields. Purchase will be made according to NC State Contract Pricing.

SMITH TURF & IRRIGATION

EQUIPMENT QUOTATION

Quoted To:
Mr. Wayne Broome
Lee County General Services



Quoted From:
Charlotte Office
4355 Golf Acres Dr
Charlotte, NC 28208

Account Executive: **Matt Sorrell**

919-207-7909

Qty	Model	Description	Unit Price	Extended
1	08705	Sand Pro 5040	\$16,319.56	\$16,319.56
1	08735	Carbide Tine Toolbar	\$1,133.12	\$1,133.12
1	08713	Flex Blade	\$828.14	\$828.14
1	08712	Front Lift Frame Assembly	\$1,453.74	\$1,453.74
1	08732	Weeder Tine Toolbar	\$789.04	\$789.04
1	08731	Mid-Mount Assembly	\$1,187.86	\$1,187.86
1	08751	Tooth Rake	\$1,195.68	\$1,195.68
1	08757	Steel Drag Mat	\$233.82	\$233.82
1	08756	Drag Mat Carrier System	\$1,101.84	\$1,101.84
1	08782	Front Remote Hydraulics	\$530.98	\$530.98
1	30035	400 Hour Filter Maintenance Kit	\$99.66	\$99.66
			Total-	\$24,873.42

NC State Contract Pricing
Prices Do Not Include Sales Tax

Payment Terms: **Net 10th Prox (Upon Credit Approval)**
Prices And Payment Terms Shown Will Be Valid For 30 Days From Date Quoted. After This Period, We Reserve The Right To Make Any Necessary Adjustments To Prices And/Or Payment Terms.

Sub Total
Est. Sales Tax
Total

Quote Prepared By: Matt Sorrell
Quote Accepted By: _____

Date: 6/25/2019
Date: _____



ITEM #:

II. J.

LEE COUNTY AGENDA ABSTRACT

BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: August 19, 2019

SUBJECT: Audit contract amendment

DEPARTMENT: Finance

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

TYPE: ☒ Consent Agenda ☐ Action Item ☐ Public Hearing ☐ Information

REQUEST	Approve an amendment to our contract with Thompson, Price, Scott, Adams & Co., P.A. to audit accounts.
BUDGET IMPACT	\$5,500 in FY 19-20 budget – funds are in the budget to cover this cost.
ATTACHMENTS	Letter from Thompson, Price, Scott, Adams & Co., P.A. dated July 22, 2019, amendment to contract to audit accounts and revised engagement letter from Thompson, Price, Scott, Adams & Co., P.A.
PRIOR BOARD ACTION	The BOC approved the audit contract for the fiscal year ended June 30, 2019 on May 6, 2019.
RECOMMENDATION	Approve the amendment to the audit contract with Thompson, Price, Scott, Adams & Co., P.A.
SUMMARY	

For the year ended June 30, 2018, the Office of the State Auditor required counties to have a separate agreed upon procedures engagement on Medicaid files that included a separate report being issued. At the time, Thompson, Price, Scott, Adams & Co., P.A. submitted the contract to audit accounts for the fiscal year ended June 30, 2019, it was assumed that the State would be requiring the same process this year; however, the firm was notified in May that the State wants the same procedures done this year but not the report. The firm is asking for a \$5,500 increase in the contract to cover the procedures that were covered in the separate engagement last year. The separate engagement last year cost \$7,500.

LGC-205 Amended **AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS**

Rev. 10/2018

Whereas	Primary Government Unit LEE COUNTY
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A
and	Auditor THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/19	and originally due on	Audit Report Due Date 10/31/19
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hereby agree that it is now necessary that the contract be modified as follows.

<input type="checkbox"/> Modification to due date:	Original due date 10/31/19	Modified due date
<input checked="" type="checkbox"/> Modification to fee:	Original fee \$ 35,500	Modified fee \$ 41,000

EXPLANATION OF MODIFIED CONTRACT TERMS

Please provide an explanation for the modification of terms. If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years.

When the original contracts were prepared for the audit, the Office of the State Auditor had indicated that the Medicaid portion of the audit would be a separate engagement as it was for the prior year. However, after the contracts were issued and approved, additional correspondence was received from the Office of the State Auditor that indicated that they were not going to require a separate report as they had for the year ending June 30, 2018, but we still had to do the same procedures to perform our audit engagement. We are amending the contract to add \$5,500 to account for this Medicaid testing that was originally going to be billed as a separate engagement.

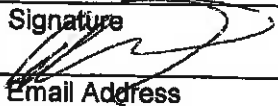
By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

LGC-205 Amended **AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS**

Rev. 10/2018

SIGNATURE PAGE

AUDIT FIRM

Audit Firm THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed) ALAN W. THOMPSON	Signature 
Date 07/22/19	Email Address alanthompson@tpsacpas.com

GOVERNMENTAL UNIT

Governmental Unit LEE COUNTY	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref. G.S. 156-34(a) or G.S. 115C-447(a)) X	
Mayor/Chairperson (typed or printed) AMY DALRYMPLE	Signature Y
Date X	Email Address ADALRYMPLE@LEECOUNTYNC.GOV

Chair of Audit Committee (typed or printed, or "N/A") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for charter schools or hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer LISA G. MINTER	Signature X
Date of Pre-Audit Certificate X	Email Address LMINTER@LEECOUNTYNC.GOV



CERTIFIED PUBLIC ACCOUNTANTS
CONSULTANTS AND TAX ADVISORS

Thompson, Price, Scott, Adams & Co., P.A.

P.O. Box 398
1626 S Madison Street
Whiteville, NC 28472
Telephone (910) 642-2109
Fax (910) 642-5958
Alan W. Thompson, CPA
R. Bryon Scott, CPA
Gregory S. Adams, CPA

July 22, 2019

Mrs. Lisa Minter
Lee County
PO Box 1968
408 Summit Drive
Sanford, NC 27331-1968

RE: Amended Contract for Medicaid Testing

Dear Mrs. Minter,

As you are aware, for the year ended June 30, 2018 the State Auditor removed the Medicaid direct payments from the SEFSA. This created a significant amount of additional testing for local auditors involving other programs to meet the required dollar amount threshold. The State Auditor also asked the local auditors to increase the number of Medicaid cases to test, and to attest to those procedures in an agreed upon procedures report for the State Auditor. The fee for that additional report for the State Auditor was \$7,500. Our firm was notified in May, this after the audit contracts were sent to the Counties, that the State Auditor wanted local auditors to do the same procedures as last year except they do not want a report. Our firm kept your entity's fee the same anticipating our firm would bill for the additional report as last year.

We respectfully request an increase in our contract, since the work is the same as last year except for the report. Since we are no longer required to issue the report to the State Auditor, we are asking for an increase of \$5,500 to the previously approved audit contract. Please realize that this is a \$2,000 decrease from the previous year's audit fees.

An amended contract (including the engagement letter) has been attached for approval by the Board. Once you have board approval, please send us one copy of the signed contract, and we will remit the changes to the LGC. The other copy is for you to keep for your records.

Should you have any additional questions or concerns, please let me know. Thank you for your consideration.

Thank you,

Alan W. Thompson, CPA

Thompson, Price, Scott, Adams & Co, P.A.

P.O. Box 398

1626 S Madison Street

Whiteville, NC 28472

Telephone (910) 642-2109

Fax (910) 642-5958

Alan W. Thompson, CPA

R. Bryon Scott, CPA

Gregory S. Adams, CPA



REVISED ENGAGEMENT LETTER

July 22, 2019

Lee County
PO Box 1968
Sanford, NC 27331-1968

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide Lee County for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Lee County as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Lee County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Lee County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Law Enforcement Officers' Special Separation Allowance
3. Other Postemployment Benefits Schedules
4. Schedule of the Proportionate Share of the Net Pension Asset and Schedule of Contributions – LGERS
5. Schedule of the Proportionate Share of the Net Pension Asset and Schedule of Contributions – ROD

We have also been engaged to report on supplementary information other than RSI that accompanies Lee County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal and State Awards.
2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Members

American Institute of CPAs - N.C. Association of CPAs - AICPA Division of Firms

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996, and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners and management of Lee County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in

accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Lee County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Lee County's major programs. The purpose of these procedures will be to express an opinion on Lee County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Lee County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 15, 2019.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the

schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, (Lisa Minter), who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the

assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

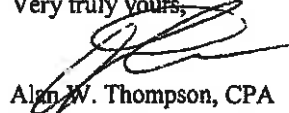
We expect to begin our audit by approximately May 14, 2019 and to issue our reports no later than October 31, 2019. Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, should not exceed \$41,000. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

The Office of State Auditors has requested significant changes in the Single Audit process to include removing direct benefits from the Schedule of Federal and State Awards. Since this will be a new process for everyone, we cannot adequately estimate the amount of additional time that may be required to perform Single Audit testing under the new guidelines. If additional programs are required to be tested that have not been identified as major programs for testing in previous years, additional fees may be charged at standard hourly rates. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. However, we believe that our contract as it is will be sufficient to cover but we do want to reserve the right to discuss this issue.

We appreciate the opportunity to be of service to Lee County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alan W. Thompson', is written over the closing 'Very truly yours,'.

Alan W. Thompson, CPA
Thompson, Price, Scott, Adams & Co., P.A.

RESPONSE:

This letter correctly sets forth the understanding of Lee County.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

CC: Board of Commissioners



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: August 19, 2019

SUBJECT: Resolution for the Lee County Government Section 125 Plans for Flexible Benefits

DEPARTMENT: Human Resources

CONTACT PERSON: Joyce McGehee, IPMA-SCP, SHRM-SCP, SPHR

TYPE: ☒ Consent Agenda ☐ Action Item ☐ Public Hearing ☐ Information

REQUEST	Approval of Resolution for Updating the Section 125 Plan Document
BUDGET IMPACT	N/A
ATTACHMENTS	Resolution - Summary Plan Description and Flexible Benefit Plan
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Resolution for Updating the Section 125 plan
SUMMARY	

Currently Lee County offers the employees the option of having certain benefits deductions taken prior to the employees' income being taxed. Those benefits are health insurance, dependent care dental insurance, vision, cancer, accident and hospital indemnity.

All entities that offer the option of pre-tax deductions must have a Section 125 Plan. Gilsbar the current vendor will no longer offer Administration for Section 125 Plans. Flexible Benefits Administrators, Inc. will now administer our Health Care Flexible Spending Account and Dependent Care Flexible Sending Account. Thus, the need for a revised Section 125 Plan.

**LEE COUNTY GOVERNMENT
FLEXIBLE BENEFIT PLAN
SUMMARY PLAN DESCRIPTION**

TABLE OF CONTENTS

I ELIGIBILITY

1.	When can I become a participant in the Plan?	1
2.	What are the eligibility requirements for our Plan?	1
3.	When is my entry date?.....	1
4.	Are there any employees who are not eligible?	1
5.	What must I do to enroll in the Plan?.....	1

II OPERATION

1.	How does this Plan operate?	2
----	-----------------------------------	---

III CONTRIBUTIONS

1.	How much of my pay may the Employer redirect?.....	2
2.	What happens to contributions made to the Plan?.....	2
3.	When must I decide which accounts I want to use?	2
4.	When is the election period for our Plan?	2
5.	May I change my elections during the Plan Year?.....	2
6.	May I make new elections in future Plan Years?	3

IV BENEFITS

1.	Health Flexible Spending Account	3
2.	Dependent Care Flexible Spending Account	4
3.	Premium Expense Account.....	4
4.	May I direct Plan contributions to my Health Savings Account?.....	5

V BENEFIT PAYMENTS

1.	When will I receive payments from my accounts?	5
2.	What happens if I don't spend all Plan contributions during the Plan Year?	5
3.	Family and Medical Leave Act (FMLA)	5
4.	Uniformed Services Employment and Reemployment Rights Act (USERRA)	5
5.	What happens if I terminate employment?.....	5
6.	Will my Social Security benefits be affected?	6

VI HIGHLY COMPENSATED AND KEY EMPLOYEES

1.	Do limitations apply to highly compensated employees?	6
----	---	---

VII PLAN ACCOUNTING

1.	Periodic Statements.....	6
----	--------------------------	---

VIII GENERAL INFORMATION ABOUT OUR PLAN

1.	General Plan Information.....	6
2.	Employer Information.....	6
3.	Plan Administrator Information.....	7
4.	Service of Legal Process.....	7
5.	Type of Administration.....	7
6.	Claims Submission	7

IX ADDITIONAL PLAN INFORMATION

1.	Claims Process.....	7
----	---------------------	---

X CONTINUATION COVERAGE RIGHTS UNDER COBRA

1.	What is COBRA continuation coverage?.....	8
2.	Who can become a Qualified Beneficiary?.....	8
3.	What is a Qualifying Event?	8
4.	What factors should be considered when determining to elect COBRA continuation coverage?	9
5.	What is the procedure for obtaining COBRA continuation coverage?.....	9
6.	What is the election period and how long must it last?	10
7.	Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?.....	10
8.	Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?.....	11
9.	Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?.....	11
10.	When may a Qualified Beneficiary's COBRA continuation coverage be terminated?.....	11
11.	What are the maximum coverage periods for COBRA continuation coverage?	11
12.	Under what circumstances can the maximum coverage period be expanded?	12
13.	How does a Qualified Beneficiary become entitled to a disability extension?.....	12
14.	Does the Plan require payment for COBRA continuation coverage?	12
15.	Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?	12
16.	What is Timely Payment for COBRA continuation coverage?.....	12
17.	Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?	12
18.	How is my participation in the Health Flexible Spending Account affected?	12

XI SUMMARY

**LEE COUNTY GOVERNMENT
FLEXIBLE BENEFIT PLAN**

INTRODUCTION

We have amended the "Flexible Benefits Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the amended Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal and State income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

**I
ELIGIBILITY**

1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Plan.

2. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan the first of the month once you have completed 30 days of employment. Of course, if you were already a participant before this amendment, you will remain a participant.

3. When is my entry date?

Once you have met the eligibility requirements, your entry date will be the first day of the month coinciding with or following the date you met the eligibility requirements.

4. Are there any employees who are not eligible?

Yes, there are certain employees who are not eligible to join the Plan. They are:

-- Employees who are part-time. A part-time employee is someone who works, or is expected to work, less than 30 hours a week.

5. What must I do to enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for the benefits you have elected.

II OPERATION

1. How does this Plan operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal and State income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

III CONTRIBUTIONS

1. How much of my pay may the Employer redirect?

Each year, you may elect to have us contribute on your behalf enough of your compensation to pay for the benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

2. What happens to contributions made to the Plan?

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

3. When must I decide which accounts I want to use?

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

4. When is the election period for our Plan?

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

5. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

However, with respect to the Health Savings Account, you may modify or revoke your elections without having to have a change in status.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have

under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance or if you decide to participate in the Health Savings Account.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

You may revoke your coverage under the employer's group health plan outside of our open enrollment period, if your employment status changes from working at least 30 hours per week to less than 30 hours. This is regardless of whether the reduction in hours has resulted in loss of eligibility. You must show intent to enroll in another health plan.

You may also revoke your coverage under our Employer sponsored group health plan if you are eligible to obtain coverage through the health exchanges.

6. May I make new elections in future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will consider that to mean you have elected not to participate for the upcoming Plan Year.

IV BENEFITS

1. Health Flexible Spending Account

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our insured medical plan and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for expenses incurred by you and your dependents.

However, if you participate in a HSA, you can only be reimbursed by the Employer for out-of-pocket dental, vision or preventive care expenses incurred by you and your dependents.

If you are a HSA participant, drug costs, including insulin, may be reimbursed if they are considered for dental, vision or preventive care expenses.

You may be reimbursed for "over the counter" drugs only if those drugs are prescribed for you. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

For 2019, the most you can contribute is \$2,700. After 2019, the dollar limit may increase for cost of living adjustments. The minimum amount that you may contribute to the Health Flexible Spending Account each Plan Year is \$120.00.

In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. We will also provide you with a debit or credit card to use to pay for medical expenses. The Administrator will provide you with further details. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

2. Dependent Care Flexible Spending Account

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- (c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

3. Premium Expense Account

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we offer you. These premium expenses include:

- Health care premiums under our insured group medical plan.
- Dental insurance premiums.
- Cancer insurance premiums.
- Vision insurance premiums.
- Other insurance coverage that we may provide.

Under our Plan, we will establish sub-accounts for you for each different type of insurance coverage that is available. Also, certain limits on the amount of coverage may apply.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

4. May I direct Plan contributions to my Health Savings Account?

Yes. Any monies that you do not apply toward available benefits can be contributed to your Health Savings Account, which enables you to pay for expenses which are not covered by our insured medical plan and save taxes at the same time. Please see your Plan Administrator for further details.

**V
BENEFIT PAYMENTS**

1. When will I receive payments from my accounts?

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

2. What happens if I don't spend all Plan contributions during the Plan Year?

Any monies left at the end of the Plan Year will be forfeited, except for amounts contributed to your Health Savings Account. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

3. Family and Medical Leave Act (FMLA)

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage, or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - from \$100 per month to \$150 per month. Alternatively, your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

4. Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

5. What happens if I terminate employment?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

(a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.

(b) You will still be able to request reimbursement for qualifying dependent care expenses incurred prior to your date of termination from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection contributions will be made on your behalf after you terminate. You must submit claims within 30 days after termination.

(c) Your Health Savings Account amounts will remain yours even after your termination of employment.

(d) For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

6. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

**VI
HIGHLY COMPENSATED AND KEY EMPLOYEES**

1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

**VII
PLAN ACCOUNTING**

1. Periodic Statements

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully, so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

**VIII
GENERAL INFORMATION ABOUT OUR PLAN**

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

Lee County Government Flexible Benefit Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of your amended Plan become effective on August 1, 2019. Your Plan was originally effective on August 1, 2007.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on August 1 and ends on July 31.

2. Employer Information

Your Employer's name, address, and identification number are:

Lee County Government
408 Summit Drive
Sanford, North Carolina 27330
56-6000313

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

Lee County Government
408 Summit Drive
Sanford, North Carolina 27330
(919) 718-4615

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

Lee County Government
408 Summit Drive
Sanford, North Carolina 27330

5. Type of Administration

The type of Administration is Employer Administration.

6. Claims Submission

Claims for expenses should be submitted to:

Flexible Benefit Administrators, Inc.
Post Office Drawer 8188
Virginia Beach, VA 23450

IX ADDITIONAL PLAN INFORMATION

1. Claims Process

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. However, if you terminate employment during the Plan Year, you must submit your Health Flexible Spending Account claims within 30 days after your termination of employment. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. However, if you terminate employment during the Plan Year, you must submit your Dependent Care Flexible Spending Account claims within 30 days after your termination of employment. Any claims submitted after that time will not be considered.

Claims that are insured will be handled in accordance with procedures contained in the insurance policies. All other general requests should be directed to the Administrator of our Plan. If a dependent care or medical expense claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

X CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

1. What is COBRA continuation coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

There may be other options available when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

2. Who can become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

(a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

(b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

3. What is a Qualifying Event?

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

(a) The death of a covered Employee.

(b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.

(c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.

- (d) A covered Employee's enrollment in any part of the Medicare program.
- (e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993, as amended ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

4. What factors should be considered when determining to elect COBRA continuation coverage?

When considering options for health coverage, Qualified Beneficiaries should consider:

- **Premiums:** This plan can charge up to 102% of total plan premiums for COBRA coverage. Other options, like coverage on a spouse's plan or through the Marketplace, may be less expensive. Qualified Beneficiaries have special enrollment rights under federal law (HIPAA). They have the right to request special enrollment in another group health plan for which they are otherwise eligible (such as a plan sponsored by a spouse's employer) within 30 days after Plan coverage ends due to one of the Qualifying Events listed above.
- **Provider Networks:** If a Qualified Beneficiary is currently getting care or treatment for a condition, a change in health coverage may affect access to a particular health care provider. You may want to check to see if your current health care providers participate in a network in considering options for health coverage.
- **Drug Formularies:** For Qualified Beneficiaries taking medication, a change in health coverage may affect costs for medication – and in some cases, the medication may not be covered by another plan. Qualified beneficiaries should check to see if current medications are listed in drug formularies for other health coverage.
- **Severance payments:** If COBRA rights arise because the Employee has lost his job and there is a severance package available from the employer, the former employer may have offered to pay some or all of the Employee's COBRA payments for a period of time. This can affect the timing of coverage available in the Marketplace. In this scenario, the Employee may want to contact the Department of Labor at 1-866-444-3272 to discuss options.
- **Medicare Eligibility:** You should be aware of how COBRA coverage coordinates with Medicare eligibility. If you are eligible for Medicare at the time of the Qualifying Event, or if you will become eligible soon after the Qualifying Event, you should know that you have 8 months to enroll in Medicare after your employment –related health coverage ends. Electing COBRA coverage does not extend this 8-month period. For more information, see [medicare.gov/sign-up-change-plan](https://www.medicare.gov/sign-up-change-plan).
- **Service Areas:** If benefits under the Plan are limited to specific service or coverage areas, benefits may not be available to a Qualified Beneficiary who moves out of the area.
- **Other Cost-Sharing:** In addition to premiums or contributions for health coverage, the Plan requires participants to pay copayments, deductibles, coinsurance, or other amounts as benefits are used. Qualified beneficiaries should check to see what the cost-sharing requirements are for other health coverage options. For example, one option may have much lower monthly premiums, but a much higher deductible and higher copayments.

Are there other coverage options besides COBRA Continuation Coverage? Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for Qualified Beneficiaries through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

5. What is the procedure for obtaining COBRA continuation coverage?

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

6. What is the election period and how long must it last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

Note: If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, as extended by the Trade Preferences Extension Act of 2015, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information about the special second election period. If continuation coverage is elected under this extension, it will not become effective prior to the beginning of this special second election period.

7. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,
- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (d) entitlement of the employee to any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be in writing. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

Lee County Government
408 Summit Drive
Sanford, North Carolina 27330

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the name of the plan or plans under which you lost or are losing coverage,
- the name and address of the employee covered under the plan,
- the name(s) and address(es) of the Qualified Beneficiary(ies), and
- the Qualifying Event and the date it happened.

If the Qualifying Event is a divorce or legal separation, your notice must include a copy of the divorce decree or the legal separation agreement.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives timely notice that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect

COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

8. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage.

10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).
- (e) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
 - (1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
 - (2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. What are the maximum coverage periods for COBRA continuation coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

- (a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
- (b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries ends on the later of:
 - (1) 36 months after the date the covered Employee becomes enrolled in the Medicare program. This extension does not apply to the covered Employee; or
 - (2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.

(c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.

(d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. Under what circumstances can the maximum coverage period be expanded?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

13. How does a Qualified Beneficiary become entitled to a disability extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

14. Does the Plan require payment for COBRA continuation coverage?

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?

Yes. The Plan is also permitted to allow for payment at other intervals.

16. What is Timely Payment for COBRA continuation coverage?

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

17. Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

18. How is my participation in the Health Flexible Spending Account affected?

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money than you have taken out in claims. For example, if you elected to contribute an annual amount of \$500 and, at the time you terminate employment, you have contributed \$300 but only claimed \$150, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$500. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

XI SUMMARY

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

**LEE COUNTY GOVERNMENT
FLEXIBLE BENEFIT PLAN**

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

ARTICLE II PARTICIPATION

2.1	ELIGIBILITY	2
2.2	EFFECTIVE DATE OF PARTICIPATION	2
2.3	APPLICATION TO PARTICIPATE	3
2.4	TERMINATION OF PARTICIPATION	3
2.5	CHANGE OF EMPLOYMENT STATUS	3
2.6	TERMINATION OF EMPLOYMENT	3
2.7	DEATH	3

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1	SALARY REDIRECTION	4
3.2	APPLICATION OF CONTRIBUTIONS	4
3.3	PERIODIC CONTRIBUTIONS	4

ARTICLE IV BENEFITS

4.1	BENEFIT OPTIONS	4
4.2	HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT	4
4.3	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT	5
4.4	HEALTH INSURANCE BENEFIT	5
4.5	DENTAL INSURANCE BENEFIT	5
4.6	CANCER INSURANCE BENEFIT	5
4.7	VISION INSURANCE BENEFIT	5
4.8	OTHER INSURANCE BENEFIT	5
4.9	HEALTH SAVINGS ACCOUNT BENEFIT	5
4.10	NONDISCRIMINATION REQUIREMENTS	6

ARTICLE V PARTICIPANT ELECTIONS

5.1	INITIAL ELECTIONS	6
5.2	SUBSEQUENT ANNUAL ELECTIONS	6
5.3	FAILURE TO ELECT	6
5.4	CHANGE IN STATUS	6

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1	ESTABLISHMENT OF PLAN	9
6.2	DEFINITIONS	9
6.3	FORFEITURES	10
6.4	LIMITATION ON ALLOCATIONS	10

6.5	NONDISCRIMINATION REQUIREMENTS	10
6.6	COORDINATION WITH CAFETERIA PLAN.....	10
6.7	HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS	10
6.8	DEBIT AND CREDIT CARDS.....	11

**ARTICLE VII
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT**

7.1	ESTABLISHMENT OF ACCOUNT	12
7.2	DEFINITIONS	12
7.3	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS	12
7.4	INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS	13
7.5	DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS	13
7.6	ALLOWABLE DEPENDENT CARE REIMBURSEMENT	13
7.7	ANNUAL STATEMENT OF BENEFITS.....	13
7.8	FORFEITURES.....	13
7.9	LIMITATION ON PAYMENTS.....	13
7.10	NONDISCRIMINATION REQUIREMENTS	13
7.11	COORDINATION WITH CAFETERIA PLAN.....	13
7.12	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS	14

**ARTICLE VIII
BENEFITS AND RIGHTS**

8.1	CLAIM FOR BENEFITS	14
8.2	APPLICATION OF BENEFIT PLAN SURPLUS	15

**ARTICLE IX
ADMINISTRATION**

9.1	PLAN ADMINISTRATION.....	15
9.2	EXAMINATION OF RECORDS.....	16
9.3	PAYMENT OF EXPENSES	16
9.4	INSURANCE CONTROL CLAUSE	16
9.5	INDEMNIFICATION OF ADMINISTRATOR.....	16

**ARTICLE X
AMENDMENT OR TERMINATION OF PLAN**

10.1	AMENDMENT	17
10.2	TERMINATION.....	17

**ARTICLE XI
MISCELLANEOUS**

11.1	PLAN INTERPRETATION	17
11.2	GENDER, NUMBER AND TENSE	17
11.3	WRITTEN DOCUMENT	17
11.4	EXCLUSIVE BENEFIT	17
11.5	PARTICIPANT'S RIGHTS	17
11.6	ACTION BY THE EMPLOYER.....	17

11.7	EMPLOYER'S PROTECTIVE CLAUSES	17
11.8	NO GUARANTEE OF TAX CONSEQUENCES	18
11.9	INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS	18
11.10	FUNDING	18
11.11	GOVERNING LAW	18
11.12	SEVERABILITY	18
11.13	CAPTIONS	18
11.14	CONTINUATION OF COVERAGE (COBRA)	18
11.15	FAMILY AND MEDICAL LEAVE ACT (FMLA)	18
11.16	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)	18
11.17	UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)	18
11.18	COMPLIANCE WITH HIPAA PRIVACY STANDARDS	19
11.19	COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS	20
11.20	MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT	20
11.21	GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)	20
11.22	WOMEN'S HEALTH AND CANCER RIGHTS ACT	20
11.23	NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT	20

**LEE COUNTY GOVERNMENT
FLEXIBLE BENEFIT PLAN**

INTRODUCTION

The Employer has amended this Plan effective August 1, 2019, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on August 1, 2007. The Plan shall be known as Lee County Government Flexible Benefit Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

**ARTICLE I
DEFINITIONS**

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means August 1, 2007.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the

Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

However, any Employee who is a "part-time" Employee shall not be eligible to participate in this Plan. A "part-time" Employee is any Employee who works, or is expected to work on a regular basis, less than 30 hours a week and is designated as a part-time Employee on the Employer's personnel records.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means Lee County Government and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.14 **"Insurance Premium Payment Plan"** means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.15 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.16 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.17 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.18 **"Plan"** means this instrument, including all amendments thereto.

1.19 **"Plan Year"** means the 12-month period beginning August 1 and ending July 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.20 **"Premium Expenses" or "Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.21 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant may be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.22 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.23 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.24 **"Spouse"** means spouse as determined under Federal law.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder the first of the month once you have completed 30 days of employment with the Employer. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the first day of the month coinciding with or next following the date on which he met the eligibility requirements of Section 2.1.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.6;
- (b) **Change in employment status.** The end of the Plan Year during which the Participant became a limited Participant because of a change in employment status pursuant to Section 2.5;
- (c) **Death.** The Participant's death, subject to the provisions of Section 2.7; or
- (d) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 CHANGE OF EMPLOYMENT STATUS

If a Participant ceases to be eligible to participate because of a change in employment status or classification (other than through termination of employment), the Participant shall become a limited Participant in this Plan for the remainder of the Plan Year in which such change of employment status occurs. As a limited Participant, no further Salary Redirection may be made on behalf of the Participant, and, except as otherwise provided herein, all further Benefit elections shall cease, subject to the limited Participant's right to continue coverage under any Insurance Contracts. However, any balances in the limited Participant's Dependent Care Flexible Spending Account may be used during such Plan Year to reimburse the limited Participant for any allowable Employment-Related Dependent Care incurred during the Plan Year. Subject to the provisions of Section 2.6, if the limited Participant later becomes an Eligible Employee, then the limited Participant may again become a full Participant in this Plan, provided he otherwise satisfies the participation requirements set forth in this Article II as if he were a new Employee and made an election in accordance with Section 5.1.

2.6 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the date of termination and submitted within 30 days after termination, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

2.7 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account
- (3) Insurance Premium Payment Plan
 - (i) Health Insurance Benefit
 - (ii) Dental Insurance Benefit
 - (iii) Cancer Insurance Benefit
 - (iv) Vision Insurance Benefit
 - (v) Other Insurance Benefit
- (4) Health Savings Account Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.5 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.6 CANCER INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's cancer Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable cancer Insurance Contracts for use in providing this cancer insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such cancer Insurance Contract shall be determined therefrom, and such cancer Insurance Contract shall be incorporated herein by reference.

4.7 VISION INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

4.8 OTHER INSURANCE BENEFIT

(a) **Employer selects contracts.** The Employer may select additional health or other policies allowed under Code Section 125 or allow the purchase of additional health or other policies by and for Participants, which policies will provide uniform benefits for all Participants electing this Benefit.

(b) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from any additional Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.9 HEALTH SAVINGS ACCOUNT BENEFIT

Each Participant may elect to have a portion of his Salary Redirections contributed to a Health Savings Account, as defined in Code Section 223. The amounts contributed shall be subject to the terms of the Health Savings Account as established.

4.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year, or by not electing any Benefit options;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

Any Participant failing to complete an election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized for such subsequent Plan Year.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) **Dependent satisfies or ceases to satisfy the eligibility requirements:** An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for group health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (CHIP): provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

- (1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
- (2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu

thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

(l) **Health Savings Account changes.** With regard to the Health Savings Account Benefit specified in Section 4.9, a Participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.

(m) **Changes due to reduction in hours or enrollment in an Exchange Plan.** A Participant may prospectively revoke coverage under the group health plan (that is not a health Flexible Spending Account) which provides minimum essential coverage (as defined in Code §5000A(f)(1)) provided the following conditions are met:

Conditions for revocation due to reduction in hours of service:

(1) The Participant has been reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

(2) The revocation of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

The Administrator may rely on the reasonable representation of the Participant who is reasonably expected to have an average of less than 30 hours of service per week for future periods that the Participant and related individuals have enrolled or intend to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

Conditions for revocation due to enrollment in a Qualified Health Plan:

(1) The Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department of Health and Human Services

and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and

- (2) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the revocation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

The Administrator may rely on the reasonable representation of a Participant who has an enrollment opportunity for a Qualified Health Plan through a Marketplace that the Participant and related individuals have enrolled or intend to enroll in a Qualified Health Plan for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly. There is an additional "limited FSA" designed to coordinate with a Health Savings Account and high deductible health plan.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
- (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant who contributes to a Health Savings Account may only be reimbursed for medical expenses that are considered to be for dental, vision or preventive care expenses as allowed under Code Section 223.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary reductions that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is the statutory amount under Code Section 125(i)(2), as adjusted for increases in the cost of living. The cost of living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(b) The minimum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$120.00.

(c) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each Employer's Health Flexible Spending Account.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed during the Plan Year subject to Section 2.6, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 30 days after termination of employment.

6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
- (2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;
- (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
 - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
 - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
 - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
 - (1) the Spouse's salary or wages if he or she is employed, or
 - (2) if the Participant's Spouse is not employed, that
 - (i) he or she is incapacitated, or
 - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.
- (i) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 30 days after termination of employment.

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

- (a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.
- (b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 30 days after termination of employment. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 30 days after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
 - (2) a description of any additional material or information **necessary** for the claimant to perfect the claim and an explanation as to why such information is necessary; and
 - (3) an explanation of the Plan's claim procedure.
- (c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:
- (1) request a review upon written notice to the Administrator;
 - (2) review pertinent documents; and
 - (3) submit issues and comments in writing.
- (d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.
- (e) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan. No amounts attributable to the Health Savings Account shall be subject to the benefit plan surplus.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or

advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

**ARTICLE X
AMENDMENT OR TERMINATION OF PLAN**

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

**ARTICLE XI
MISCELLANEOUS**

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

11.2 GENDER, NUMBER AND TENSE

Wherever any words are used herein in one gender, they shall be construed as though they were also used in all genders in all cases where they would so apply; whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply; and whenever any words are used herein in the past or present tense, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance

Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of North Carolina.

11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.14 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

11.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.17 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

11.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act.

11.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.23 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day of _____.

Lee County Government

By _____
EMPLOYER

WITNESSES AS TO EMPLOYER

ADOPTING RESOLUTION

The undersigned authorized representative of Lee County Government (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Cafeteria Plan including a Health Flexible Spending Account and Dependent Care Flexible Spending Account effective August 1, 2019, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of Lee County Government Flexible Benefit Plan as amended and restated, and the Summary Plan Description approved and adopted in the foregoing resolutions.

Date: _____

Signed: _____

[print name/title]



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. L.

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

MEETING DATE: August 19, 2019

SUBJECT: Resolution for the Lee County Government Section 125 Plans for Health Reimbursement Account

DEPARTMENT: Human Resources

CONTACT PERSON: Joyce McGehee, IPMA-SCP, SHRM-SCP, SPHR

TYPE: ☒ Consent Agenda ☐ Action Item ☐ Public Hearing ☐ Information

REQUEST	Approval of Resolution for Updating the Section 125 Plan Document
BUDGET IMPACT	N/A
ATTACHMENTS	Resolution, Summary Plan Description and Health Reimbursement Plan
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Resolution for Implementing the Section 125 plan for the Health Reimbursement Plan
SUMMARY	

Currently post -65 employees are not permitted to have contributions made to the Health Savings Account (HSA) due to being eligible for Medicare Part A (which is hospital insurance). Implementation of the Health Reimbursement Account (HRA) will enable contributions into an employee account that will supplement the High Deductible Plan.

Flexible Benefits Administrators, Inc. will administer our Health Reimbursement Account. Thus, the need for a Section 125 Plan that includes a Health Reimbursement Plan Document and a Summary Plan Description.



Health Reimbursement Arrangements

Plan Documents



What is an HRA?

Health Reimbursement Accounts or Health Reimbursement Arrangements (HRAs) are employer-funded, tax-advantaged employer health benefit plans that reimburse employees for out-of-pocket medical expenses and individual health insurance premiums.

The employer sets aside a specific amount of pre-tax dollars for employees to pay for health care expenses on an annual basis. Based on the plan design, HRAs can generate significant savings in overall health benefits. The primary requirements for an HRA are that (1) the plan must be funded solely by the employer and cannot be funded by salary reduction, and (2) the HRA must be integrated with a group health plan if providing reimbursement for qualified medical expenses. HRAs may be designed in many fashions to suit the specific needs of employer and employees alike. It is one of the most flexible types of employee benefits plans, making it very attractive to most employers.

HRAs may be established to cover dental and/or vision expenses as well. These types of HRA plans are excepted from the ACA's market reform provisions as long as the dental and/or vision plans are provided under separate policies and not part of a group health plan.



Types of HRA Plan design:

Integrated HRA

An integrated HRA is the most widely-known type of HRA health plan design. With an integrated HRA the business purchases a high deductible health plan to achieve savings with lower premiums (for example, they switch from a \$500 deductible to a \$2,500 deductible). The employer sets up an integrated HRA to reimburse employees for their additional medical expenses associated with raising the deductible. Following the example above, the integrated HRA would cover the difference between the old and new deductible (\$2,000 annually). This type of HRA is generally designed to only reimburse out-of-pocket medical expenses related to the higher deductible and does not cover individual insurance premiums.

Cost-Sharing HRA

A cost-sharing HRA is designed for the business and employees to share in the cost of the benefit. This type of HRA health plan design can be incorporated into an integrated HRA or defined contribution HRA. The employer can add an HRA deductible, where employees are required to pay out-of-pocket a certain amount before the benefit kicks in. The employer can also add an HRA co-insurance, where the employer reimburses a portion of all eligible medical expenses, such as 80% of insurance premiums.

Dental and/or Vision HRA

Employers can provide dental and/or vision benefits through an HRA as long as there is no current coverage provided under the group health plan. These type of HRAs are typically established when there is no underlying group dental and/or vision plan. This type of HRA allows employers to provide some benefit for these type of expenses.

Retiree HRA

A retiree HRA health plan is designed to reimburse employees only after retirement. The employer decides what types of medical expenses to reimburse. Eligibility for the HRA health plan is limited to retired employees. A retiree HRA allows an employer to provide an extended and less expensive alternative to COBRA health insurance, and can help older employees with early retirement.

Wellness HRA

The health of employees is more important than ever. Employers are always searching for ways to help motivate employees to get healthy. With a Wellness HRA, employers can provide tax-free money to pay for qualified medical expenses for employees that complete specific activities. For example, they might give employees \$100 into an HRA for getting a physical or \$50 for taking a Health Risk Assessment.



Flexible Benefit Administrators, Inc.
800-437-3539
info@flex-admin.com



Lee County Government

Lee County Government
408 Summit Drive
Sanford, NC 27330

Lee County Government HRA Plan

Summary Plan Description

Effective August 01, 2019

TABLE OF CONTENTS

INTRODUCTION

I. ELIGIBILITY

- 01. What Are the Eligibility Requirements for this HRA?
- 02. When is My Entry Date?
- 03. Are There Any Employees Who Are Not Eligible?

II. BENEFITS

- 01. What Benefits Are Available?
- 02. What is the "Plan Year"?
- 03. What is the "Coverage Period"?
- 04. How are payments made from the HRA?
- 05. What Happens If I Terminate Employment?
- 06. Uniformed Services Employment and Reemployment Rights Act (USERRA)
- 07. Newborn and Mothers Health Protection Act
- 08. Qualified Medical Child Support Order

III. GENERAL INFORMATION ABOUT OUR HRA

- 01. General HRA Information
- 02. Employer Information
- 03. Plan Administrator Information
- 04. Agent for Service of Legal Process
- 05. Type of Administration
- 06. Claims Administrator Information

IV. ADDITIONAL HRA INFORMATION

01. How Claims Are Submitted

V. CONTINUATION COVERAGE RIGHTS UNDER COBRA

01. What is COBRA Continuation Coverage?
02. Are there other coverage options?
03. Who Can Become a Qualified Beneficiary?
04. What is a Qualifying Event?
05. What Factors Should Be Considered When Determining to Elect COBRA Continuation Coverage?
06. What is the Procedure for Obtaining COBRA Continuation Coverage?
07. What is the Election Period and How Long Must It Last?
08. Is a Covered Employee or Qualified Beneficiary Responsible for Informing the HRA Administrator of the Occurrence of a Qualifying Event?
09. Is a Waiver Before the End of the Election Period Effective to End a Qualified Beneficiary's Election Rights?
10. Is COBRA Coverage Available If a Qualified Beneficiary Has Other Group Health HRA Coverage or Medicare?
11. When May a Qualified Beneficiary's COBRA Continuation Coverage Be Terminated?
12. What Are the Maximum Coverage Periods for COBRA Continuation Coverage?
13. Under What Circumstances Can the Maximum Coverage Period Be Expanded?
14. How Does a Qualified Beneficiary Become Entitled to a Disability Extension?
15. Does the Arrangement Require Payment for COBRA Continuation Coverage?
16. Must the Arrangement Allow Payment for COBRA Continuation Coverage to Be Made in Monthly Installments?
17. What is Timely Payment for Payment for COBRA Continuation Coverage?
18. Must a Qualified Beneficiary Be Given the Right to Enroll in a Conversion Health HRA at the End of the Maximum Coverage Period for COBRA Continuation Coverage?

INTRODUCTION

This is the Summary Plan Description (the "SPD") for the Lee County Government HRA Plan, a Health Reimbursement Arrangement (the "HRA"). This SPD summarizes your rights and obligations as a participant (or beneficiary) in the HRA.

Read this SPD carefully so that you understand the provisions of our HRA and the benefits you will receive. You should direct any questions you have to the Plan Administrator. There is a plan document on file, which you may review if you desire. In the event there is a conflict between this SPD and the plan document, the plan document will control.

I. ELIGIBILITY

01. What Are the Eligibility Requirements for this HRA?

You will be automatically enrolled in the HRA when you enroll in the Employer's group medical plan, unless you have opted out of the HRA.

02. When is My Entry Date?

Your entry date is the date you satisfy the eligibility requirements of and enroll in the Employer's group medical plan.

Your entry date is the first day of the next month after the eligibility requirements were satisfied.

03. Are There Any Employees Who Are Not Eligible?

Yes, employees who are not eligible to receive medical benefits under the group medical plan, or who are not enrolled in that plan, are not eligible to join the HRA.

II. BENEFITS

01. What Benefits Are Available?

The HRA allows for reimbursement for expenses as described in the Appendices of this document. The expenses that qualify are those permitted by Section 213(d) of the Internal Revenue Code.

The amounts provided to the HRA by your employer will be made available on the first day of the plan year.

If you are a new hire and enter the plan mid-year, the HRA amount provided to you will be prorated on a monthly basis.

Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. Any amounts reimbursed under the HRA may not be claimed as a deduction on your personal income tax return or reimbursed by other health plan coverage.

If the maximum amount available for reimbursement for a Coverage Period is not utilized in its entirety, refer to Appendix A for information on how these funds will be handled.

02. What is the "Plan Year"?

The "Plan Year" begins August 01 and ends July 31.

03. What is the "Coverage Period"?

The period of the current "Coverage Period" in which the individual is an eligible employee on or after his or her plan entry date.

04. How are payments made from the HRA?

You may submit requests for reimbursement of expenses you have incurred during the course of a Coverage Period in accordance with the instructions of the Plan Administrator. We will also provide you with a debit or credit card to use to pay for Qualified Medical Expenses as described in Appendix A. The Plan Administrator will provide you with further details. However, you must make your requests for reimbursements no later than 90 days after the end of the Coverage Period (that is, no later than 10/29). In addition, you must submit to the Plan Administrator, in accordance with the instructions of the Plan Administrator, proof of the expenses you have incurred and that they have not been paid by any other health plan coverage. If the request qualifies as a benefit or expense that the HRA has agreed to pay, you will receive a reimbursement payment soon thereafter.

Remember, reimbursements made from the HRA are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes.

05. What Happens If I Terminate Employment?

If your employment is terminated during the Plan Year for any reason, your participation in the HRA will cease on the date of your termination, and you will not be eligible to be reimbursed for any expenses incurred past that date. You must submit claims for any expenses incurred prior to your termination of employment within 30 days after you terminate employment. Any unused amounts will be forfeited.

06. Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are going into or returning from military service, the Uniformed Services Employment and Reemployment Rights Act of 1994 may give you special rights to health care coverage under the HRA. These rights can include extended health care coverage. USERRA continuation coverage is concurrent with COBRA continuation coverage. If you may be affected by this law, ask your Plan Administrator for further details.

07. Newborn and Mothers Health Protection Act

Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the HRA or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

08. Qualified Medical Child Support Order

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a participant. The child becomes an "alternate recipient" and can receive benefits under the health plans of the Employer, if the order is determined to be "qualified." You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.

III. GENERAL INFORMATION ABOUT OUR HRA

This Section contains certain general information, which you may need to know about the HRA.

01. General HRA Information

"Lee County Government HRA Plan" is the name of the Plan.

Your Employer has assigned Plan Number 502 to your Plan.

The company has adopted this Plan effective August 01, 2019.

Your Plan's records are maintained on the basis of a period of time known as the "Plan Year." The Plan Year begins on August 01 and ends July 31 (the "Plan Year").

02. Employer Information

Your Employer's name, address, and identification number are:

Lee County Government
408 Summit Drive
Sanford, NC 27330
EIN: 56-6000313

03. Plan Administrator Information

The name and address of your Plan Administrator are:

Lee County Government
408 Summit Drive
Sanford, NC 27330

The Plan Administrator will also answer any questions you may have about our HRA. The Plan Administrator has the exclusive right to interpret the appropriate HRA provisions. Decisions of the Plan Administrator are conclusive and binding. You may contact the Plan Administrator for any further information about the HRA.

04. Agent for Service of Legal Process

Should it ever be necessary, you or your personal representative may serve legal process on the agent for service of legal process for the HRA. The HRA Agent of Service is:

Lee County Government
408 Summit Drive
Sanford, NC 27330

Legal process may also be served on the Plan Administrator.

05. Type of Administration

The HRA is a health reimbursement arrangement. The HRA is not funded or insured. Benefits are paid from the general assets of the Employer.

06. Claims Administrator Information

The name and address of your Claims Administrator are:

Flexible Benefit Administrators, Inc.
Post Office Drawer 8188
Virginia Beach, VA 23450

The Claims Administrator keeps the claims records for the HRA and is responsible for the claims administration of the HRA. The Claims Administrator will also answer any claims-related questions you may have about the HRA.

IV. ADDITIONAL HRA INFORMATION

01. **How claims are submitted**

When you have a Claim to submit for payment, you must:

1. File the claim in accordance with the instructions of the Plan Administrator.
2. Submit copies of all supporting receipts and/or Explanation of Benefits (EOB) from your insurance carrier for which you are requesting reimbursement.

A Claim is defined as any request for a HRA benefit, made by a claimant or by a representative of a claimant that complies with the HRA's reasonable procedure for making benefit Claims. The times listed are maximum times only. A period of time begins at the time the Claim is filed. Unless otherwise specified, decisions will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days.

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days

Insufficient information on the claim:

Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Claims Administrator will provide written or electronic notification of any Claim denial. The notice will state:

1. Information sufficient to identify the claim involved, including the date of service, the health care provider, the claim amount (if applicable), the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning.
2. The specific reason or reasons for the adverse determination.
3. Reference to the specific HRA or Welfare Program provisions on which the determination is based.
4. A description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary.
5. A description of the HRA's internal review procedures and time limits applicable to such procedures, available external review procedures, as well as the claimant's right to bring a civil action following a final appeal.
6. Upon request and free of charge, a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding the claim, and an explanation of the scientific or clinical judgment for a determination that is based on a medical necessity, experimental treatment or other similar exclusion or limit.
7. In the case of a claim involving urgent care, a description of the expedited review process applicable to such claim.
8. The availability of and contact information for an applicable office of health insurance consumer assistance or ombudsman established under PHS Act Section 2793.

When you receive a denial, you will have 180 days following receipt of the notification in which to appeal the decision to the Claims Administrator. You may submit written comments, documents, records, and other information relating to the Claim. If you request, you will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the HRA. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

1. was relied upon in making the Claim determination;
2. was submitted, considered, or generated in the course of making the Claim determination,

without regard to whether it was relied upon in making the Claim determination;

3. demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that Claim determinations are made in accordance with HRA documents and HRA provisions have been applied consistently with respect to all claimants;
4. or constituted a statement of policy or guidance with respect to the HRA concerning the denied Claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial Claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the HRA who is neither the individual who made the adverse determination nor a subordinate of that individual.

After receiving notice of an adverse benefit determination or a final internal adverse benefit determination, a claimant may file with the HRA a request for an external review. A claimant may request from the Plan Administrator additional information describing the HRA's external review procedure.

V. CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under this HRA will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the HRA would otherwise end. This notice is intended to inform Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Participants who become Qualified Beneficiaries under COBRA. The HRA itself can provide group health benefits and may also be used to provide health benefits through insurance.

01. What Is COBRA Continuation Coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Arrangement (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries). When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

02. Are there other coverage options?

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace, which coverage began effective January 1, 2014. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. You may be eligible for Medicaid. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a Spouse's plan), even if that plan generally doesn't accept late enrollees. For more information about health insurance options available through the Health Insurance Marketplace, and to locate an assister in your area who you can talk to about the different options, visit www.HealthCare.gov.

03. Who Can Become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

1. Any individual who, on the day before a Qualifying Event, is covered under the HRA by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the HRA under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.
2. Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the HRA as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the HRA under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the HRA due to his or her performance of services for the employer sponsoring the HRA. However, this provision does not establish eligibility of these individuals. Eligibility for HRA coverage shall be determined in accordance with HRA Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

04. What is a Qualifying Event?

A Qualifying Event is any of the following if the Arrangement provided that the participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

1. The death of a covered Employee.
2. The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
3. The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's HRA coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
4. A covered Employee's enrollment in any part of the Medicare program.
5. A Dependent child's ceasing to satisfy the HRA's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Arrangement).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the HRA under the same terms and conditions as in effect immediately before the Qualifying Event (or in the case of the bankruptcy of the Employer, any substantial elimination of coverage under the HRA occurring within 12 months before or after the date the bankruptcy proceeding commences), the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the HRA that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the HRA provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the HRA during the FMLA leave.

05. What Factors Should Be Considered When Determining to Elect COBRA Continuation Coverage?

Enrolling in another Group Health Plan. You should take into account that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after HRA coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

COBRA vs. Marketplace. Other factors to consider when weighing your coverage options include: premium costs, whether a change in coverage will affect your access to certain providers, service areas or drug formularies and whether the coverage change will affect your cost sharing (i.e., new deductibles, etc.). See the discussion above under "Are there other coverage options?" for more information on your options for Marketplace coverage.

06. Election for Obtaining COBRA Continuation Coverage?

The HRA has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

07. What is the Election Period and How Long Does It Last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the HRA. The election period must begin not later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and must not end before the date that is 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage.

08. **Is a Covered Employee or Qualified Beneficiary Responsible for Informing the Plan Administrator of the Occurrence of a Qualifying Event?**

The HRA will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

1. the end of employment or reduction of hours of employment,
2. the death of the employee,
3. commencement of a proceeding in bankruptcy with respect to the Employer, or enrollment of the employee in any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and Spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any Spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be **in writing**. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

Interactive Medical Systems
Post Office Box 1349
Wake Forest, NC 27588

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include **a copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives **timely notice** that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their Spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date of the Qualifying event that coverage would otherwise have been lost. The COBRA period begins on the date of the Qualifying Event, even though coverage actually ends at the end of the month. If you or your Spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

09. **Is a Waiver Before the End of the Election Period Effective to End a Qualified Beneficiary's Election Rights?**

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

10. **Is COBRA Coverage Available If a Qualified Beneficiary Has Other Group Health HRA Coverage or Medicare?**

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage.

11. When May a Qualified Beneficiary's COBRA Continuation Coverage Be Terminated?

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

1. The last day of the applicable maximum coverage period.
2. The first day for which Timely Payment is not made to the Arrangement with respect to the Qualified Beneficiary.
3. The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
4. The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other HRA that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
5. The date, after the date of the election that the Qualified Beneficiary first enrolls in the Medicare program (either part A or part B, whichever occurs earlier).
6. In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
 - a. (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
 - b. the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The HRA can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the HRA can terminate for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the HRA solely because of the individual's relationship to a Qualified Beneficiary, if the HRA's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the HRA is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

12. What Are the Maximum Coverage Periods for COBRA Continuation Coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

1. In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
2. In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries other than the covered Employee ends on the later of:
 - a. 36 months after the date the covered Employee becomes enrolled in the Medicare program; or
 - b. 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
3. In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.

4. In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

13. Under What Circumstances Can the Maximum Coverage Period Be Extended?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is extended to 36-months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be extended to more than 36-months after the date of the first Qualifying Event.

The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee and in accordance with the procedures above.

14. How Does a Qualified Beneficiary Become Entitled to a Disability Extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the HRA Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee and in accordance with the procedures above.

15. Does the HRA Require Payment for COBRA Continuation Coverage?

For any period of COBRA continuation coverage under the HRA, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any extended period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of any costs. The Arrangement will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

16. Must the HRA Allow Payment for COBRA Continuation Coverage to Be Made in Monthly Installments?

Yes. The health coverage is also permitted to allow for payment at other intervals.

17. What is Timely Payment for COBRA Continuation Coverage?

"Timely Payment" means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the HRA on a later date is also considered Timely Payment if either (i) under the terms of the HRA covered employees or Qualified Beneficiaries are allowed to pay for their coverage for the period on that later date, or (ii) under the terms of an arrangement between the Employer and the entity that provides benefits on the Employer's behalf the Employer is allowed to pay for coverage of similarly situated non-COBRA beneficiaries for the period on that later date.

Notwithstanding the above paragraph, the HRA does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the HRA.

If Timely Payment is made to the HRA in an amount that is not significantly less than the amount the HRA requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the HRA's requirement for the amount to be paid, unless the HRA notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

18. Must a Qualified Beneficiary Be Given the Right to Enroll in a Conversion Health HRA at the End of the Maximum Coverage Period for COBRA Continuation Coverage?

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the HRA will, during the 180 day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the HRA. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee.

For more information about health insurance options available through the Health Insurance Marketplace, and to locate an assister in your area who you can talk to about the different options, visit www.HealthCare.gov.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

Appendix A - HRA Plan Benefit

Employee Class

- All Classes

Qualified benefits

- All Expenses Under Section 213(d)
- Including Qualified Individual Insurance premiums

Reimbursement Schedule

- The HRA will pay \$700.00 of qualifying expenses up to a max benefit limit of \$700.00.

Unused HRA Funds

- Unused benefits at the end of the coverage period shall be carried forward to the next coverage period.

Wellness Max Contribution

- \$300.00

Wellness Plan Description

- Administrated by Central Carolina Hospital. Wellness screenings include weight check, blood draw and on-line assessments.

SAMPLE NOTICE for Eligible Employees

Must be provided 90 days in advance of beginning of plan year to each eligible employee, or when newly eligible.

This notice is intended to inform you of the Health Reimbursement Arrangement provided by _____ Company for eligible employees as of the new benefit year, _____.

The Reimbursement Amount for the _____ benefit year is:

Employee	\$ _____
Employee & Spouse	\$ _____
Employee & Child(ren)	\$ _____
Family	\$ _____

A Participant must submit a claim and appropriate documentation (e.g. explanation of benefits, itemized bill) for out-of-pocket, Medical, Dental, Vision expenses before he/she can be reimbursed.

Pursuant to IRS regulations, a Participant/Employee must notify the Marketplace, Health Insurance exchange or state-based exchange for any employee applying for advance payment of premium assistance tax credit of this benefit information.

Details of this benefit will be included in the Employee's W-2 provided by the Employer and as required, will be reported to the IRS for each employee covered under the benefit.

Important Notice to Participants/Employees: If an employee is not covered under minimum essential coverage for any month during this benefit year, the participant may be subject to tax under Section 5000A of IRC, for such month and reimbursements under the HRA arrangement may be includible in gross income.

This benefit is subject to the terms of the Employer's Health Reimbursement Arrangement, as amended from time to time, shall be governed by and construed in accordance with applicable laws.

For more information about health insurance options available through the Health Insurance Marketplace, and to locate an assister in your area who you can talk to about the different options, visit www.HealthCare.gov.



Lee County Government

Lee County Government
408 Summit Drive
Sanford, NC 27330

Lee County Government HRA Plan

Plan Document

Effective August 01, 2019

TABLE OF CONTENTS

I. ARTICLE - DEFINITIONS

01. "PLAN ADMINISTRATOR"
02. "CODE"
03. "COVERAGE PERIOD"
04. "DEPENDENT"
05. "EFFECTIVE DATE"
06. "ELIGIBLE EMPLOYEE"
07. "EMPLOYEE"
08. "EMPLOYER"
09. "EMPLOYER CONTRIBUTION"
10. "HRA"
11. "PARTICIPANT"
12. "PLAN YEAR"
13. "PREMIUMS"
14. "QUALIFYING MEDICAL EXPENSES"

II. ARTICLE - PARTICIPATION

01. ELIGIBILITY
02. EFFECTIVE DATE OF PARTICIPATION
03. TERMINATION OF PARTICIPATION

III. ARTICLE - BENEFITS

01. ESTABLISHMENT OF HRA
02. DEBIT CARDS
03. NONDISCRIMINATION REQUIREMENTS
04. HEALTH REIMBURSEMENT ARRANGEMENT CLAIMS

IV. ARTICLE - ADMINISTRATION

01. HRA ADMINISTRATION
02. EXAMINATION OF RECORDS
03. INDEMNIFICATION OF ADMINISTRATOR

V. ARTICLE - AMENDMENT OR TERMINATION OF HRA

01. AMENDMENT
02. TERMINATION

VI. ARTICLE - MISCELLANEOUS

01. ADOPTION BY OTHER EMPLOYERS
02. HRA INTERPRETATION
03. GENDER AND NUMBER
04. WRITTEN DOCUMENT
05. EXCLUSIVE BENEFIT
06. NOT EMPLOYMENT CONTRACT
07. ACTION BY THE EMPLOYER
08. NO GUARANTEE OF TAX CONSEQUENCES
09. INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS
10. FUNDING
11. GOVERNING LAW
12. SEVERABILITY
13. HEADINGS
14. CONTINUATION OF COVERAGE
15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
16. UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT
17. HIPAA PRIVACY STANDARDS
18. HIPAA ELECTRONIC SECURITY STANDARDS

Appendix A

Lee County Government HRA Plan

INTRODUCTION

Lee County Government hereby establishes effective August 01, 2019, a health reimbursement arrangement, known as the Lee County Government HRA Plan (the "HRA"), the terms of which are set forth in this document. The HRA provides for the reimbursement of expenses as described in the Appendices of this document that have been incurred by Eligible Employees, their spouses and certain eligible Dependents of such Employees.

It is intended that the HRA meet the requirements for qualification under Code Section 105 with respect to Employees, and that benefits paid Employees hereunder be excludible from their gross incomes pursuant to Code Section 105(b).

I. ARTICLE - DEFINITIONS

As used in this HRA, the following words and phrases shall have the meanings set forth herein unless a different meaning is clearly required by the context:

01. **"Plan Administrator"** means the individual(s) or committee appointed by the Employer to carry out the administration of the HRA. In the event the Administrator has not been appointed, or resigns from an appointment, the Employer shall be deemed to be the Administrator.
02. **"Code"** means the Internal Revenue Code of 1986, as amended.
03. **"Coverage Period"** means the period of the current plan year in which the individual is an eligible employee on or after his or her plan entry date.
04. **"Dependent"** means any individual who qualifies as a dependent under Code Section 152 (as modified by Code Section 105(b)). Any child of a Participant who is an "alternate recipient" under a qualified medical child support order shall be considered a Dependent under this Arrangement.
05. **"Effective Date"** means August 01, 2019.
06. **"Eligible Employee"** means an Employee who is eligible to participate in the Employer's group medical plan. An individual shall not be an "Eligible Employee" if such individual is not eligible for the Employer's group medical plan.

The term "Eligible Employee" shall exclude the following:

- Union Members
 - Non-resident Aliens
 - Leased Employees
07. **"Employee"** means any person who is employed by the Employer and is regularly scheduled to work a minimum of 30 hours per week.
 08. **"Employer"** means Lee County Government, a Government Entity or any successor which shall maintain this HRA and any predecessor which has maintained this HRA. In addition, unless the context requires otherwise, the term "Employer" shall include any Participating Employer which shall adopt this HRA.
 09. **"Employer Contribution"** means the amounts contributed to the HRA by the Employer.
 10. **"HRA"** means the Lee County Government HRA Plan as adopted by the Employer, including all amendments thereto.
 11. **"Participant"** means any Eligible Employee who has satisfied the requirements of the Section titled: "Eligibility" and has not for any reason become ineligible to participate further in the HRA.
 12. **"Plan Year"** means the 12-month period beginning August 01 and ending July 31.
 13. **"Premiums"** mean the Participant's cost for any health plan coverage.
 14. **"Qualifying Medical Expenses"** means any expenses as described in the Appendices of this document that meets the definition of "qualified medical expenses" (within the meaning of Code Section 213(d) and as allowed under Code Section 105 and the rulings and Treasury regulations thereunder) of the Participant, the Participant's spouse or a Dependent and that are not otherwise used by the Participant as a deduction in determining the Participant's tax liability under the Code or reimbursed under any other health coverage, including a health Flexible Spending Account. If the Employer provides Health Savings Accounts for Participants, Qualifying Medical Expenses reimbursed shall be limited to those allowed under Code Section 223.

II. ARTICLE - PARTICIPATION

01. Eligibility

Any Eligible Employee shall be eligible to participate hereunder on the date such Employee is enrolled in the Employer's group medical plan.

02. Effective Date of Participation

An Eligible Employee who has satisfied the conditions of eligibility pursuant to the Section titled: "Eligibility" shall become a Participant effective on the date that conditions of eligibility have been met.

An Eligible Employee who has satisfied the conditions of eligibility pursuant to the Section titled "Eligibility" shall become a Participant effective on the first day of the following month after the eligibility requirements have been met.

03. Termination of Participation

Terminated Employees may not continue to participate in the HRA, and any unused amounts shall be forfeited. In the case of the death of the Participant, any remaining balances may only be paid out as reimbursements for Qualifying Medical Expenses as stated in the Section titled: "Health Reimbursement Arrangement Claims" under the Article titled: "Benefits" and shall not constitute a death benefit to the Participant's estate and/or the Participant's beneficiaries. A Participant shall be permitted at least annually to opt out of the HRA and waive future reimbursements from the HRA. This Section shall be applied and administered consistent with any rights a Participant and the Participant's Dependents may be entitled to pursuant to Code Section 4980B or the Section of the HRA titled: "Continuation of Coverage".

III. ARTICLE - BENEFITS

01. Establishment of HRA

- a. The HRA is intended to qualify as a Health Reimbursement Arrangement under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder.
- b. Participants in this Health Reimbursement Arrangement may submit claims for the reimbursement of Qualifying Medical Expenses as defined under the HRA.
- c. The Employer shall make available to Participant an Employer Contribution in the amounts listed in the Appendices of this document.

The amounts provided to the HRA by The Employer will be made available on the first day of the plan year.

- d. This HRA shall not be coordinated or otherwise connected to the Employer's cafeteria plan (as defined in Code Section 125), except as permitted by the Code and the Treasury regulations thereunder in order for this HRA to be maintained as a Health Reimbursement Arrangement. No salary reduction contributions may be made to this Health Reimbursement Arrangement.
- e. If the Employer maintains Health Savings Accounts for Participants, this Arrangement shall be operated in accordance with the restrictions under Code Section 223.

02. Debit Cards

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the HRA for payment of Qualifying Medical Expenses, as described under the Definition titled: "Qualifying Medical Expenses", subject to the following terms:

- a. Card only for medical expenses. Each Participant issued a card shall certify that such card shall only be used for Qualifying Medical Expenses, as described under the Definition titled: "Qualifying Medical Expenses". The Participant shall also certify that any Qualifying Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.
- b. Card issuance. Such card shall be issued on the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the HRA. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the HRA.
- c. Maximum dollar amount available. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in the Appendices of this document.
- d. Only available for use with certain service providers. The cards may only be used at such merchants and service providers as have been approved by the Administrator.
- e. Card use. The cards may only be used for Qualifying Medical Expenses, as described under the Definition titled: "Qualifying Medical Expenses". A Participant may not use the card to purchase any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin, or for any other purpose.
- f. Substantiation. All purchases with the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a provider describing the product or service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.
- g. Correction methods. If a purchase is later determined by the Administrator to not qualify as a Qualifying Medical Expense, as described under the Definition titled: Qualifying Medical Expenses, the Administrator, in its discretion, shall use one of the following correction methods to make the HRA whole. Until the amount is repaid, the Administrator may take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card. Correction methods include:
 1. Repayment of the improper amount by the Participant;
 2. Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;

3. Claims substitution or offset of future claims until the amount is repaid; and
4. If subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

03. Nondiscrimination Requirements

- a. It is the intent of this Health Reimbursement Arrangement to not discriminate in violation of the Code and the Treasury regulations thereunder.
- b. If the Administrator deems it necessary in order to avoid discrimination under this Health Reimbursement Arrangement, it may, but shall not be required to reduce benefits provided to "highly compensated individuals" (as defined in Code Section 105(h)) in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner.

04. Health Reimbursement Arrangement Claims

- a. The Administrator shall direct the reimbursement to each eligible Participant of all Qualifying Medical Expenses. Qualifying Medical Expenses shall be reimbursed, even though the submission of such a claim occurs after participation hereunder ceases, provided that the Qualifying Medical Expenses were incurred during a Coverage Period. In order to claim reimbursement, claims must include receipts or documentation that the expense being incurred is eligible for reimbursement. Expenses may be reimbursed in a subsequent Coverage Period, subject to subsection (b) below. However, a Participant may not submit claims incurred prior to beginning participation in the HRA and/or the Effective Date of the HRA, whichever is earlier.
- b. Claims for the reimbursement of Qualifying Medical Expenses incurred in any Coverage Period shall be paid as soon after a claim has been filed as is administratively practicable. However, if a Participant fails to submit a claim within 90 days immediately following the end of the Coverage Period (that is, by 10/29), those Medical Expense claims shall not be eligible for reimbursement by the Administrator.
- c. Reimbursement payments under this HRA shall be made directly to the Participant or the Provider, as requested.
- d. If the maximum amount available for reimbursement for a Coverage Period is not utilized in its entirety, refer to Appendix A for information on how these funds will be handled.
- e. Reimbursement requests for Terminated Employees must be received within 30 days following the date of termination, or remaining funds will be forfeited.

IV. ARTICLE - ADMINISTRATION

01. HRA Administration

The operation of the HRA shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the HRA is carried out in accordance with its terms, and for the exclusive benefit of Eligible Employees entitled to participate in the HRA. The Administrator shall have full power to administer the HRA in all of its details. The Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this HRA:

- a. To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the HRA;
- b. To interpret the HRA, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits under the HRA;
- c. To decide all questions concerning the HRA and the eligibility of any person to participate in the HRA and to receive benefits provided under the HRA;
- d. To limit benefits for certain highly compensated individuals if it deems such to be desirable in order to avoid discrimination under the HRA in violation of the applicable provisions of the Code;
- e. To approve reimbursement requests and to authorize the payment of benefits;
- f. To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the HRA; and

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the HRA shall continue to comply with the terms of Code Section 105(h) and the Treasury regulations thereunder.

02. Examination of Records

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer, for examination at reasonable times during normal business hours, such records as pertain to that person's interest under the HRA.

03. Indemnification of Administrator

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the HRA, if such act or omission is or was in good faith.

V. ARTICLE - AMENDMENT OR TERMINATION OF HRA

01. Amendment

The Employer, at any time or from time to time, may amend any or all of the provisions of the HRA without the consent of any Employee or Participant.

02. Termination

The Employer is establishing this HRA with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate the HRA, in whole or in part, at any time. In the event the HRA is terminated, no further reimbursements shall be made.

VI. ARTICLE - MISCELLANEOUS

01. Adoption by Other Employers

Notwithstanding anything herein to the contrary, and with the consent of the Employer, any other corporation or entity, whether an affiliate or subsidiary or not, may adopt this HRA and all of the provisions hereof, and participate herein and be known as a "Participating Employer", by a properly executed document evidencing said intent and will of such Participating Employer.

02. HRA Interpretation

All provisions of this HRA shall be interpreted and applied in a uniform, nondiscriminatory manner. This HRA shall be read in its entirety and not severed except as provided in the Section titled: "Severability".

03. Gender and Number

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

04. Written Document

This HRA, in conjunction with any separate written document which may be required by law, is intended to satisfy the written HRA requirement of Code Section 105 and any Treasury regulations thereunder.

05. Exclusive Benefit

This HRA shall be maintained for the exclusive benefit of the Employees who participate in the HRA.

06. Not Employment Contract

This HRA shall not be deemed to constitute an employment contract between the Employer and any Participant or Employee, or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this HRA shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this HRA.

07. Action by the Employer

Whenever the Employer under the terms of the HRA is permitted or required to do or perform any act or matter or thing, it shall be done and performed by an authorized representative of the Employer.

08. No Guarantee of Tax Consequences

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the HRA will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the HRA is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this HRA shall be legally enforceable.

09. Indemnification of Employer by Participants

If any Participant receives one or more payments or reimbursements under the HRA that are not for a permitted Medical Expense such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

10. Funding

Unless otherwise required by law, amounts made available by the Employer need not be placed in

trust, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the HRA may be made.

11. **Governing Law**

This HRA and Trust shall be construed and enforced according to the Code and the laws of the state of North Carolina, other than its laws respecting choice of law.

12. **Severability**

If any provision of the HRA is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the HRA, and the HRA shall be construed and enforced as if such provision had not been included herein.

13. **Headings**

The headings and subheadings of this HRA have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

14. **Continuation of Coverage**

Notwithstanding anything in the HRA to the contrary, in the event any benefit under this HRA subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each qualified beneficiary (as defined in Code Section 4980B) will be entitled to continuation coverage as prescribed in Code Section 4980B.

15. **Health Insurance Portability and Accountability Act**

Notwithstanding anything in this HRA to the contrary, this HRA shall be operated in accordance with HIPAA and the regulations thereunder.

16. **Uniformed Services Employment and Reemployment Rights Act**

Notwithstanding any provision of this HRA to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations thereunder.

17. **HIPAA Privacy Standards**

- a. If this HRA is subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.
- b. The HRA shall not disclose Protected Health Information to any member of Employer's workforce unless each of the conditions set out in this Section is met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- c. Protected Health Information disclosed to members of Employer's workforce shall be used or disclosed by them only for purposes of HRA administrative functions. The HRA's administrative functions shall include all HRA payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill HRA responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.
- d. The HRA shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the HRA. "Members of the Employer's workforce" shall refer to all Employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.
 1. An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the HRA.
 2. In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the HRA's privacy officer. The privacy officer, or the Employer, shall take appropriate action, including:

- i. investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 - ii. appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
 - iii. mitigation of any harm caused by the breach, to the extent practicable; and
 - iv. documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- e. The Employer must provide certification to the HRA that it agrees to:
 1. Not use or further disclose Protected Health Information other than as permitted or required by the HRA documents or as required by law;
 2. Ensure that any agent or subcontractor to whom it provides Protected Health Information received from the HRA, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
 3. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or Employee benefit plan of the Employer;
 4. Report to the HRA any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
 5. Make available Protected Health Information to individual HRA members in accordance with Section 164.524 of the Privacy Standards;
 6. Make available Protected Health Information for amendment by individual HRA members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
 7. Make available the Protected Health Information required to provide an accounting of disclosures to individual HRA members in accordance with Section 164.528 of the Privacy Standards;
 8. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the HRA available to the Department of Health and Human Services for purposes of determining compliance by the HRA with the Privacy Standards;
 9. If feasible, return or destroy all Protected Health Information received from the HRA that the Employer still maintains in any form, and retain no copies of such information, when no longer needed for the purpose for which disclosure was made, or, if and only if such return or destruction is not feasible, limit further uses and disclosures to those permitted purposes that make the return or destruction of the information infeasible; and
 10. Ensure adequate separation between the HRA and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

18. HIPAA Electronic Security Standards

If this HRA is subject to the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"), then this Section shall apply as follows:

- a. The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the HRA. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- b. The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- c. The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in the Section titled: "HIPAA Privacy Standards".

- d. The HRA shall not disclose Protected Health Information to any member of Employer's workforce unless each of the conditions set out in this Section is met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- e. Protected Health Information disclosed to members of Employer's workforce shall be used or disclosed by them only for purposes of HRA administrative functions. The HRA's administrative functions shall include all HRA payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill HRA responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.
- f. The HRA shall disclose Protected Health Information only to members of the Employer's workforce, who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the HRA. "Members of the Employer's workforce" shall refer to all Employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.
 1. An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the HRA.
 2. In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the HRA's privacy officer. The privacy officer, or the Employer, shall take appropriate action, including:
 - i. investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 - ii. appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
 - iii. mitigation of any harm caused by the breach, to the extent practicable; and
 - iv. documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- g. The Employer must provide certification to the HRA that it agrees to:
 1. Not use or further disclose Personal Health Information other than as permitted or required by the HRA documents or as required by law;
 2. Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the HRA, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
 3. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or Employee benefit plan of the Employer;
 4. Report to the HRA any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
 5. Make available Protected Health Information to individual HRA members in accordance with Section 164.524 of the Privacy Standards;
 6. Make available Protected Health Information for amendment by individual HRA members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
 7. Make available the Protected Health Information required to provide an accounting of disclosures to individual HRA members in accordance with Section 164.528 of the Privacy Standards;
 8. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the HRA available to the Department of Health and Human Services for purposes of determining compliance by the HRA with the

Privacy Standards;

9. If feasible, return or destroy all Protected Health Information received from the HRA that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, or, if and only if such return or destruction is not feasible, limit further uses and disclosures to those permitted purposes that make the return or destruction of the information infeasible; and
10. Ensure the adequate separation between the HRA and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

Appendix A - HRA Plan Benefit

Employee Class

- All Classes

Qualified benefits

- All Expenses Under Section 213(d)
- Including Qualified Individual Insurance premiums

Reimbursement Schedule

- The HRA will pay \$700.00 of qualifying expenses up to a max benefit limit of \$700.00.

Unused HRA Funds

- Unused benefits at the end of the coverage period shall be carried forward to the next coverage period.

Wellness Max Contribution

- \$300.00

Wellness Plan Description

- Administrated by Central Carolina Hospital. Wellness screenings include weight check, blood draw and on-line assessments.

Execution Agreement

IN WITNESS WHEREOF, Lee County Government has caused its authorized officer to execute this Plan document as of _____, the same to be effective **August 01, 2019**, unless otherwise indicated herein.

Lee County Government

By: _____

Name: _____

Title: _____

CERTIFICATE OF RESOLUTION

The undersigned authorized representative of **Lee County Government** (the Employer) hereby certifies that the following resolutions were duly adopted by the governing body of the Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of Welfare Benefit Plan, effective August 01, 2019, presented to this meeting (and a copy of which is attached hereto) is hereby approved and adopted, and that the proper agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of said Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that the Administrator deems necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures for the provision of benefits under the Plan.

RESOLVED, that the proper agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Plan and to deliver to each employee a copy of the Summary Plan Description of the Plan, which Summary Plan Description is attached hereto and is hereby approved.

The undersigned further certifies that attached hereto as Exhibits, are true copies of Lee County Government's Benefit Plan Document and Summary Plan Description approved and adopted at this meeting.

Lee County Government

By:

Name:

Title:



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. M.

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

MEETING DATE: August 19, 2019

SUBJECT: Budget Amendment #08/19/19/2

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 #08/19/19/2
BUDGET IMPACT	See Below
ATTACHMENTS	Budget Amendment #08/19/19/2
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approval of Budget Amendment #08/19/19/2
SUMMARY	

Budget Amendment #08/19/19/2 appropriates funds for the following departments:

Register of Deeds – To appropriate \$5,505 to purchase a replacement plat scanner

General Services – To rollover \$11,500 for the Spruce Street building demolition not completed by 6/30/19

EDC – To rollover \$15,000 for the sign at the Womack Road entrance to CCEP from Deep River Road not completed by 6/30/19

Planning – To rollover \$2,230 by the City of Sanford's request to complete certain projects related to the Community Homelessness project originally budgeted in FY 18-19

Social Services – To rollover \$328,612 in restricted funds for various Social Services programs

Recreation – To rollover \$14,500 for various projects not completed by 6/30/19

Sheriff – To appropriate \$39,500 from Drug Seizure fund balance to cover equipment and supply purchases in the FY 19-20 budget

Sheriff – To appropriate \$14,784 from Drug Seizure fund balance to cover the price increase for two vehicles after FY 19-20 budget approval

Airport – To appropriate \$400,000 for the Airport loan

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
FROM: JOHN A CRUMPTON, LEE COUNTY MANAGER
SUBJECT: BUDGET AMENDMENT:# 08/19/19/02
DATE: August 19, 2019

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
General Fund Balance	1100-3930-39770	Other Revenue	-	14,784	14,784
General Fund Balance	1100-3990-39900	Fund Balance Appropriated	1,927,714	377,347	2,305,061
TOTAL CHANGES				<u>392,131</u>	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Register of Deeds	1100-4180-43300	Maintenance-Equipment	-	595	595
Register of Deeds	1100-4180-46400	Capital Outlay	-	4,910	4,910
General Services	1100-4262-46200	Building Improvements	522,500	11,500	534,000
EDC	1100-4270-43100	Professional Services	-	15,000	15,000
Sheriff	1100-4310-46411	Capital Outlay \$5,000 & Above	150,322	13,527	163,849
Sheriff-SRO	1100-4313-46411	Capital Outlay \$5,000 & Above	101,088	1,257	102,345
Planning	1100-4912-44030	Contracted Services S3 Connect	-	2,230	2,230
Social Services Operations	1100-5312-47034	CEMC Donations	1,500	9	1,509
Social Services Programs	1100-5313-47200	Day Care Refunds	5,000	3,952	8,952
Social Services Programs	1100-5313-47210	Other Clearing Account	500	328	828
Social Services Programs	1100-5313-47260	Fund for the Elderly	5,000	60,842	65,842
Social Services Programs	1100-5313-47570	SA Refunds	20,000	457	20,457
Social Services Programs	1100-5313-47616	Adoption Enhancement	15,000	263,024	278,024
Recreation	1100-6120-46800	Facility Development	42,100	14,500	56,600
TOTAL CHANGES				<u>392,131</u>	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Sheriff	2110-3990-39900	Fund Balance Appropriated	-	54,284	54,284
TOTAL CHANGES				<u>54,284</u>	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Sheriff	2110-4310-44100	Office/Department Supplies	-	1,000	1,000
Sheriff	2110-4310-44230	Officer Supplies	-	10,000	10,000
Sheriff	2110-4310-46400	Capital Outlay	-	15,000	15,000
Sheriff	2110-4310-46412	Tech Equipment \$500-\$4,999	-	1,500	1,500
Sheriff	2110-4310-46415	Equipment < \$500	-	10,000	10,000
Sheriff	2110-4310-46416	Tech Equipment < \$500	-	2,000	2,000
Sheriff	2110-9800-49500	Miscellaneous Expense	-	14,784	14,784
TOTAL CHANGES				<u>54,284</u>	

SECTION V. THE FOLLOWING EDC REVOLVING FUND (2120) *REVENUE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Airport	2120-3990-39900	Fund Balance Appropriated		400,000	400,000
TOTAL CHANGES				<u>400,000</u>	

SECTION VI. THE FOLLOWING EDC REVOLVING FUND (2120) *EXPENSE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Airport	2120-9800-48180	Airport Loan		400,000	400,000
TOTAL CHANGES				<u>400,000</u>	

AMY M. DALRYMPLE, CHAIR

JENNIFER GAMBLE, CLERK TO THE BOARD



ITEM #:

II. N.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: August 19, 2019

SUBJECT: State Aid Application Approval

DEPARTMENT: Library

CONTACT PERSON: Beth List

TYPE: ☒ Consent Agenda ☐ Action Item ☐ Public Hearing ☐ Information

REQUEST	Approval to submit the Lee County Libraries State Aid Application for 2019-2020
BUDGET IMPACT	The preliminary monthly payments for July- October 2019 will be \$9,218. Once the State Library budget is verified, Lee County Libraries will be notified of the final total state aid allocation and we will receive our monthly payment amounts for the remainder of the year.
ATTACHMENTS	Application for State Aid Packet including a copy of the State Aid Report.
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approval to submit Lee County Libraries State Aid Application for 2019-2020.
SUMMARY	

State Aid Program Objectives:

Since 1941, the NC General Assembly has appropriated money for public library service in North Carolina. State Aid legislation stipulates that the appropriation known as "Aid to Public Libraries" Fund is intended to promote, aid, and equalize public library service in North Carolina. (General Statute 125-7b). This appropriation is often simply referred to as "State Aid".

State Aid Statues:

Article 14, Chapter 153A of the NC State Statutes provides for NC public libraries to receive funds appropriated annually by the State Legislature. These grants are available to any public library, including municipal libraries, that establishes its eligibility according to the Rules and Regulations for the Allocation of State Aid to Public Libraries. The State Library's role in State Aid is to determine eligibility annually. Eligibility is specified in the North Carolina Administrative Code 07 NCAC 02I .0201 Qualifications for Grant Eligibility.

It is also charged with receiving this funding from the legislature and allocating it to all eligible libraries based upon a formula approved by the North Carolina Library Commission. State Aid payments to eligible libraries are determined twice a year, in October and April.

(from the North Carolina State Library Website: <https://statelibrary.ncdcr.gov/ld/state-aid>)



STATE LIBRARY
of NORTH CAROLINA

State Aid Checklist

Please email this checklist with your other State Aid documents with the boxes checked to show that your application for State Aid is complete.

Name of Library: LEE COUNTY LIBRARIES

The following must be completed and submitted to complete the State Aid application:

- ☒ Public Library Survey (Submitted through nc.countingopinions.com)
- ☒ Application for State Aid to Public Libraries
- ☒ Average Maintenance of Effort Form with total MOE amount
- ☒ Maintenance of Effort and Declaration Form(s) from all local funders
- ☒ Maintenance of Effort Worksheet
- ☒ Assurance of Professional Salaries Funded with State Aid
- ☒ Current Long-Range Plan
- ☒ Bylaws for Library Board(s) of Trustees
- ☒ Checklist

Submit application to sladmin@ncdcr.gov

Subject: State Aid

**Deadline for Submission:
September 13, 2019**





STATE LIBRARY
of NORTH CAROLINA

MAINTENANCE OF EFFORT WORKSHEET
State Fiscal Year 2019 - 2020

The **LEE COUNTY LIBRARIES**

Name of Library

Budgeted and Available for Expenditure FY 2019-2020 TOTAL			
County or City In-kind Contributions and Appropriations			
County / City	In-kind Contributions	Local Appropriations	Total
LEE COUNTY	\$	\$ 596482	\$ 596482
	\$	\$	\$ 0
	\$	\$	\$ 0
	\$	\$	\$ 0
	\$	\$	\$ 0
	\$	\$	\$ 0
	\$	\$	\$ 0
	\$	\$	\$ 0
	\$	\$	\$ 0
	\$	\$	\$ 0
	\$	\$	\$ 0
	\$	\$	\$ 0
	\$	\$	\$ 0
	\$	\$	\$ 0
	\$	\$	\$ 0
Total	\$ 0	\$ 596482	\$ 596482

The total for each line should reflect the amount declared on the Maintenance and Effort Report for each local funder. The final total of all contributions and allocations is the number submitted on the Average Report for the library.

Submit application to
sladmin@ncdcr.gov

Subject: State Aid

Please retain original for your files.

Deadline for submission of
FY July 1, 2019 - June 30, 2020
State Aid application

September 13, 2019





AVERAGE MAINTENANCE OF EFFORT REPORT AND DECLARATION
State Fiscal Year 2019 - 2020
(Submit one form only)

Please submit this average summary form for the library system in **addition** to the individual Maintenance of Effort forms from your local funding entities. This sheet shows the library system's average appropriation from **all** of its local funding sources from the last three years. Please place the **total** of all Maintenance of Effort forms for FY 2019-2020 in the FY 2019-2020 box.

In order to meet Maintenance of Effort, the total appropriation for FY 2019-2020 must equal or exceed the average figure of the last three fiscal years.

This summary form requires **only** the library director's signature.

The other Maintenance of Effort forms for each funding entity must be completed and signed as usual.

LEE COUNTY LIBRARIES

Name of Library

AVERAGE County and/or City Appropriations Budgeted and Available for Expenditure	TOTAL County and/or City Appropriations Budgeted and Available for Expenditure
FY 2016-2017 FY 2017-2018 FY 2018-2019 (Excluding capital outlay and State Aid appropriations)	FY 2019-2020 (Excluding capital outlay and State Aid appropriations)
\$ 560,990	\$ 596,482

Signed: _____
Library Director

Date: _____

Submit application to
sladmin@ncdcr.gov

Subject: State Aid

Please retain original for your files.

Deadline for submission of
FY July 1, 2019 - June 30, 2020
State Aid application

September 13, 2019





STATE LIBRARY
of NORTH CAROLINA

**MAINTENANCE OF EFFORT REPORT AND
DECLARATION State Fiscal Year 2019 - 2020**
(Submit one form for **each** city/county local funder)

The **LEE COUNTY LIBRARIES**

Name of Library

will maintain its local governmental support in order to receive State Aid funds in accordance with North Carolina Administrative Code, Chapter 7, Subchapter 2I, Section .0200.

Budgeted and Available for Expenditure **FY 2019-2020**

TOTAL County or City Appropriations *(Excluding capital outlay and State Aid appropriations)*

Total \$ **596,482**

Date the budget was approved by the Board of Commissioners / City Council

06/17/19

LEE COUNTY

Name of County / City

I certify that the appropriation for FY 2019-2020 has been approved by

LEE COUNTY BOARD OF COMMISSIONERS

Board of Commissioners / City Council

is supported by official records, and is available for expenditure by the Library.

Signed: _____
County / City Manager

Date: _____

for: **LEE COUNTY**

County / City

Signed: _____
Library Director

Date: _____

Submit application to
sladmin@ncdcr.gov

Subject: State Aid

Please retain original for your files.

Deadline for submission of
FY July 1, 2019 - June 30, 2020
State Aid application

September 13, 2019





STATE LIBRARY
of NORTH CAROLINA

**ASSURANCE OF PROFESSIONAL LIBRARIANS
WHOSE SALARIES ARE FUNDED WITH STATE AID MONEY
State Fiscal Year 2017 - 2018**
(Submit one form only)

The LEE COUNTY LIBRARIES

Name of Library

Choose one:

☒ Does **not** pay any professional salaries from State Aid funds

☐ Does pay the following salaries in whole or in part from State Aid funds

Signed: _____

Library Director

Date

The following professional librarians* (minimum annual salary \$38,125**) will be paid in full or in part from State Aid funds:

Name: _____

Position: _____

Salary: _____

Name: _____

Position: _____

Salary: _____

Name: _____

Position: _____

Salary: _____

* Professional librarians have received a Masters Degree in Library and Information Science.

** Pay salaries for professional positions funded from the Aid to Public Libraries Fund at least at the minimum rate of a salary grade of 69 as established by the Office of State Personnel. *Administrative Code, Title 7, Subchapter 21, Section .0201, Rule 7.*

Submit application to
sladmin@ncdcr.gov

Subject: State Aid

Please retain original for your records.



Deadline for submission of
FY July 1, 2017 - June 30, 2018
application is

September 15, 2017



STATE LIBRARY
of NORTH CAROLINA

APPLICATION FOR STATE AID TO PUBLIC LIBRARIES
State Fiscal Year 2019 - 2020
(Submit one form only)

The type of library and its governance determine the signature required on this document:

County Library: Chair of County Commissioners

Regional Library: Chair of Regional Board of Trustees

Municipal Library: Chair of Town/City Council

Independent County Library: Chair of Board of Trustees

I, AMY DALRYMPLE

Print Name

CHAIR OF COUNTY COMMISSIONERS

Print Title

certify that

Signature

LEE COUNTY LIBRARIES

Name of Library

meets the following requirements and hereby applies for funding from the Aid to Public Libraries Fund.

07 NCAC 021 .0201

QUALIFICATIONS FOR GRANT ELIGIBILITY

Libraries requesting funding from the Aid to Public Libraries Fund shall submit annually to the State Library of North Carolina an application for State Aid and supporting documentation including financial and statistical reports and shall meet the following eligibility requirements:

- (1) Be established consistent with the provisions of Article 14, Chapter 153A of the North Carolina General Statutes.
- (2) Provide library services in compliance with applicable State and Federal law to all residents of the political subdivision(s) supporting the library. Public library services shall be provided from at least one designated facility with a catalogued collection that is open to the public a minimum of 40 hours per week.
- (3) Employ a full-time library director having or eligible for North Carolina public librarian certification. Full-time means working a minimum of 35 hours per week.
- (4) Secure operational funds from local government sources at least equal to the average amount budgeted and available for expenditure for the previous three years. A grant to a local library system from the Aid to Public Libraries Fund shall not be terminated but shall be reduced proportionately by the Department if the amount budgeted and available for expenditure by local government is below the average of the previous three fiscal years. State funds shall not replace local funds budgeted and available for expenditure for public library operations.
- (5) Secure aggregate operational funds from local sources at least equaling state aid.
- (6) Expend funds as authorized in the budget adopted by the Board of Trustees of a Regional Library, a County, or a Municipality. Any library having an unencumbered operational balance of more than 17 percent of the previous year's operating receipts shall have the difference deducted from its state allocation.
- (7) Pay salaries for professional positions funded from the Aid to Public Libraries Fund at least at the minimum rate of a salary grade of GN10 as established by the Office of State Personnel.
- (8) Provide to the State Library of North Carolina an annual audit of the political subdivision(s) funding the library consistent with generally accepted accounting principles.
- (9) Submit annually to the State Library of North Carolina a copy of the bylaws of the library system's Board(s) of Trustees.
- (10) Submit annually a current long-range plan of service to the State Library of North Carolina. A long-range plan of service is a plan of at least five years. Upon request, submit an assessment of a community's library needs to the State Library of North Carolina.
- (11) Submit a copy of the agreement establishing the library system, if composed of more than one local governmental unit.
- (12) Meet the following stipulations when establishing a new library or re-establishing eligibility for the Aid to Public Libraries Fund:
 - (a) meet all qualifications for the state aid to public libraries program on July 1 of the year prior to the fiscal year that the library plans to receive State Aid,
 - (b) continue to meet all qualifications for the state aid to public libraries program from July 1 to June 30 of that year, which shall be known as the demonstration year,
 - (c) file a full application for state aid by the June 30 deadline at the close of the demonstration year in order to receive state aid in the next fiscal year.

Application Reviewed and Accepted: _____

Date: _____

Submit application to
sladmin@ncdcr.gov

Subject: State Aid

Please retain originals for your files.

Deadline for submission of
FY July 1, 2019 - June 30, 2020
State Aid application

September 13, 2019



**AMENDED BYLAWS
of the
BOARD OF TRUSTEES
of the
LEE COUNTY LIBRARIES**

1) Membership and Attendance

- a) The Library Board shall be made up of seven (7) members who shall apply to and be appointed by the Board of County Commissioners in a manner consistent with the Commissioners' policies, ordinances and practices concerning appointments to County Boards and pursuant to N.C. General Statutes Article 14, Chapter 153A § 261-273, a copy of which is attached.
- b) There may be one (1) ex-officio representative from the Board of County Commissioners who shall have no voting rights.
- c) The Board may recommend, by majority vote, the Commissioners appoint one or more of the applicants.
- d) Any member who fails to attend three (3) meetings of the Board's regular meetings, except for excused illness or other extraordinary circumstances, during any one calendar year shall be reported to the Commissioners to be removed by the Commissioners.

2) Officers

- a) Board officers shall consist of a Chairman and Vice-Chairman each of whom shall be elected at the annual meeting by a majority vote.
- b) Officers will begin service in January.
- c) When the Chairman is absent, the Vice-Chairman will preside.
- d) The Library Director or Board approved designee will be the Board's Secretary and shall keep a true and accurate account of all proceedings of Board meetings; issue notices of all meetings; have custody of the meetings and other records of the Board; shall notify the Board of County Commissioners of any vacancies on the Board.
- e) If for some reason the Director is not available, then the next person in charge will serve as the Secretary and take minutes.

3) Meetings

- a) The Board of Trustees shall meet on the first Wednesday of each month at the main library or at such a time and place designated by the Chairman.
- b) Special meetings may be called by the Chairman or upon a majority vote of the Board.
- c) Board meetings shall be conducted in accordance to Robert's Rules of Order.

4) Quorum

- a) A quorum for the transaction of business shall be a simple majority of the Board members.

**AMENDED BYLAWS
of the
BOARD OF TRUSTEES
of the
LEE COUNTY LIBRARIES**

5) Committees

- a) The Nominating Committee is the only established standing committee.
- b) Other committees may be established by the Board as needed, and special committees for the study and investigation of special problems may be appointed by the Chairman to serve until they have completed the work for which they were appointed.

6) Library Personnel

- a) As the Library is a division of county government, all employees, including the Library Director shall be employed through the county and subject to the Lee County Personnel Policy.
- b) The Library Director shall attend all regular monthly meetings and shall be called upon to report on the status of the library system.
- c) Further reports from the Library Director and attendance at other meetings shall be requested by the Chairman as needed.

7) Powers and Limitations

- a) No member of the Board or immediate relative of a Board member or Library Director shall be considered for staff employment.
- b) No member of the Board or any employee of the Library shall use the resources, business, finances or contracts of the Library for personal use or profit.
- c) The Library Board is vested with such powers as provided by the North Carolina General Statutes and by ordinances or resolution by the County Commissioners for Lee County relating to the development and operation of the library system to be exercised subject to all restrictions contained in the N.C. General Statutes Article 14 § 261-273 and the Lee County Ordinances and Resolutions.
- d) The Library Board shall have no authority to enter into contracts or incur any obligation binding the Board of Commissioners other than for current obligations within the budget appropriations made by the Board of Commissioners for Lee County pursuant to Amended Library Ordinance approved by the Lee County Commissioners dated April 18, 2011.
- e) The Library Board shall maintain, operate and supervise the facilities owned or controlled by the Commissioners of Lee County or leased or loaned to the Board of Trustees for the Lee County Library System by the owners thereof pursuant to N.C. General Statute §153A-266 and Amended Library Ordinance approved by the Lee County Commissioners dated April 18, 2011.

**AMENDED BYLAWS
of the
BOARD OF TRUSTEES
of the
LEE COUNTY LIBRARIES**

8) Gifts and Donations

- a) The Board of Trustees may accept any gift, grant, bequest or donation of any personal property offered or made for library purposes and with the approval of the Lee County Commissioners may accept any grant, gift or devise of real estate.

9) Amendments

- a) An amendment to these bylaws may be adopted by a simple majority vote of the Board.
- b) A written copy of the proposed amendment must be provided to each member off the Board no later than one (1) month preceding the vote on that amendment.

Adopted this 2nd day of November, 1994

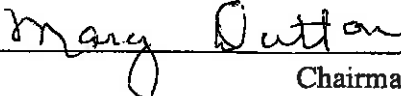
Amended this 6th day of January, 1999

Amended this 6th day of August, 2003

Amended this 23rd day of May, 2011

Amended this 1st day of March, 2017

Amended this 7th day of February, 2018



Chairman



Vice-Chairman

Lee County Library

Five Year Plan 2017-2022

1. To provide library services in compliance with applicable State and Federal laws to all residents of the political subdivisions supporting the library namely communities in and around Lee County with regard to the library Mission Statement.
 - a. To review annually demographic and service data from the various communities served by the Lee County Library and Broadway branch, outreach services and web presence at www.leecountync.gov/library
 - b. Review 2016-2017 Annual Statistical Reports with the Library Board of Trustees and Staff in September each year (listed at <http://statelibrary.ncdcr.gov/ld/about-libraries>)
2. To submit board bylaws to the State Library of North Carolina on an annual basis and review board bylaws at least once every three years. County did a revised Ordinance and Board revised bylaws in 2017.
 - a. Every 3 years review existing bylaws for clarification of purpose, content, and consistency. The Board Bylaws were revised in 2017.
3. To hold Board of Trustee meetings monthly except for July each year in accordance with the North Carolina Open Meetings Law.
 - a. To create a monthly meeting date schedule at the beginning of each fiscal year. (2017-2022)
Currently, 1st Wednesday of the month at 5:15 p.m. except the Board does not meet in July.
4. To provide support for trustee training through various workshops and ongoing education programs provided by the State Library, the North Carolina Library Association, or other relevant organizations.
 - a. Determine annually the needs and availability of such training. (2017-2022)
 - i. Encourage board members to participate in State Librarian webinars.
 - ii. Send documents to new appointees that relate to Lee County Library and Trustees duties
 - iii. Meet face to face with each new Board Member individually or in groups after appointment.
 - iv. Plan training session with State Library consultant in 2018.
5. To raise awareness of the library as an essential resource by fostering ongoing public dialog through community assessment, strategic planning, and collaboration.
 - a. To gather regular input from Board members who serve also on other boards and community groups. (2017-2022)
 - i. TBA during local Board meetings
 - b. The Library Director will continue to maintain extensive involvement with organizations, agencies, boards and groups in Lee County and uses those interactions for literacy, library advocacy, service awareness, needs assessment and feedback. (2017-2022)
 - i. Director's Activities Report updated and reported monthly at Board meetings.

Achieved Monthly

 - c. To provide regular communication with communities through newspapers, radio, social media,
 - i. To maintain a Facebook page, Twitter and other social media venues for Lee County Library. (2017-2018)
 - ii. Increase Lee County Library's presence and postings on Facebook and Twitter using county approved accounts
 - d. Develop and use list of media contacts for all programs and events
 - i. Place special news events in local newspaper and community websites once or twice per month.
 - ii. Encourage staff to submit monthly input for library website and newsletter related to their library activities
 - iii. Investigate having a monthly story time on public access cable channel (2017-2018)
 - iv. Do radio show several times a year on WDSG
6. To distribute financial information on a consistent and reliable basis.
 - a. To provide this data to Lee County as requested with an Annual Report following the end of the fiscal year

- b. The Library publishes its own annual report each year as a newsletter (2017-2018)
 - i. Financial reports provided at board meetings before the proposed library budget is submitted to the county Manager, once the Commissioners approve the budget in august, and updates on spending at six months during the year.
- 7. To encourage board members and friends to formally and informally advocate for library funding and status with all elected and appointed officials who have fiscal and policy influence over the library.
 - a. To encourage increased membership in the Friends Group (2017-2018) Completed annually
 - i. Try to build membership with diverse members of the community from different parts and towns in county when vacancies occur.
 - b. To continue to support the efforts of the Friends of Lee County Public Library. (2017-2018)
 - i. Provide assistance with book sale books and collaborate on initiatives Handled daily and annually
 - c. To encourage a renewed effort among the Friends of the Lee County Public Library to try different fund raisers. (2017-2018)
 - i. In process when annual meeting of FOL planned)
 - d. To encourage all board members and friends to participate annually in Library Legislative Day at the local, state and national levels. To attend in person or participate virtually with emails, phone calls and letters to legislative/government officials at all levels. (2017-2018) Done annually
- 8. To cultivate and empower volunteers willing to act as advocates for public libraries at the local, state, and national levels and also help with library programs.
 - a. To work with the Friends of Library to develop a plan that will encourage volunteers to become advocates and to honor their efforts. (2017-2022) Plan a thank you volunteer event.
- 9. To include a marketing plan that reflects community needs and interests as part of the public relations program.
 - a. To create a written public relations/marketing plan including the new logo and marketing plan (2017-2018) Build on promoting the new logo with stationary, on all library flyers, etc.
- 10. To designate staff member(s) to coordinate public relations activities within the library and between the library and other local agencies.
 - a. To establish this role among the several staff members at library. (2017-2018) Completed
 - b. The Library Director will coordinate these efforts and support local community outreach. (2017-2022)
 - i. A media contact list is used to publicize library events
 - ii. Identify staff to do publicity for children's YA and adult programming
 - c. Collaborate with other organizations on childhood literacy, workforce development, and lifelong learning. Director is on Partnership for Children Board and Executive Director for the newly formed Literacy Council.
- 11. To develop a customer-friendly web and social media presence to provide access to library services and information about them. Have control of the content so that it can be updated and maintained at any time by library staff.
 - a. To review and assess the current website, modify and update as needed. (2017-2018) Version 2.0 was completed by January 2017
 - i. Repeat this annually. (2017-2022)
 - ii. Do weekly updates and needed
 - iii. implement new website design as part of the NC live project
- 12. To provide an easily accessible method for public feedback.
 - a. To develop a plan and process for implementing this strategy. (2017-2018)
 - b. Survey of customers periodically on services and programs
 - c. Suggestion box installed in 2016
- 13. Revise set of Lee County Library policies and procedures to govern library personnel, new Board of Trustees training manual, operations and services as needed
 - a. Staff to review updated Lee County policies and procedures
 - b. To develop and maintain a written set of policies and procedures that guide operations and services at library.

- c. To review the County and State Records Retention Policy for Libraries and comply. (2017-2022)
 - d. To ensure that all library policies, goals and objectives are easily accessible by library staff, public. Existing policies and procedures are on the website and revise /add new as reviewed revised and approved. (2017-2022)
 - e. Notebooks of printed policies are behind service desk
 - f. Staff training manual for evergreen procedures at circulation desk.
14. To communicate the library's goals and objectives (5 Year Plan), and progress toward meeting them, regularly to the public, staff and to the library's governing authority. Speak to local service groups like the Rotary Club, Lion's Club, Day Kiwanis Club and Evening Kiwanis Club.
- a. To post long-range and annual goals and objectives on the website after Board discusses and votes. (2017-2022) Goals reviewed annually.
 - b. Director report monthly using the Annual Plan as a guide, to Boards, FOL group and the general public through regular board meetings, meetings of county and town councils, reports in the local newspapers, monthly newsletter, and on the Regional Library website on activities and achievements. (2017-2022)
 - c. To engage the community in the planning process.
 - i. To conduct a client survey annually (2017-2022)
 - ii. To provide a suggestion box at each library, a telephone number and email where any suggestions, criticisms and problems can be reported. (2017-2022)
 - iii. The Library Director will continuously monitor needs and accept feedback during board meetings and other gatherings of community service groups and citizens and report on progress at the library to achieve library mission. (2017-2022)
 - iv. Research ability of library to be open more nights and all day Saturday due to community request.
 - d. To ensure the long-range plan is accessible to library staff and the public.
 - e. To post the current and revisions of the 5 Year Plan and annual plans on the library website.
- 15.
15. To provide a clean well-designed interior in good repair that encourages self-directed and group use of the library, supports staff efficiency, and promotes eco-friendly practices.
- a. Current and ongoing operational policy reflecting keeping the library furnishings in good condition. (2017-2022)
 - b. To engage local library staff and Board of Trustees in a dialog to determine the space and utilization needs of each library as well as money required for upkeep, changes, and renewal. (2017-2022)
 - c. Remove broken items form asset list and dispose of per county rules.
 - d. Use signage that offers information at the point of need and frames that information from the customer perspective.
 - e. To review all signage in each library. (2017-2022)
 - f. To include signage review on an annual "to consider" checklist.
 - g. To review eco-friendly practices/green practices of Lee County and the Library and develop written policy statements for the Library department to guide them. (2017-2022)
 - h. Policies to be written from current practices
 - i. Find low cost ways to freshen up the children's room
 - i. Replace or repair partitions that have tears
 - j. Facilities inspection of main library to be made quarterly and coordinate repairs with General Services
 - i. In FY 2017-2019 investigate repair options and possibility of writing USDA facility grant for skylight repair to find permanent solution to the rain leaks, sun glare and heat. Check status on CIP list for FY 2017-2018. Skylight was removed from top of list of CIP in 2016-2017.
16. Consideration of grounds and exterior committee to be formed to do an annual inspection in February each year. Input will be solicited at each spring Board meeting.

- a. Crepe Myrtle tree on Hawkins street side was trimmed and cut back. New landscaping to be completed on Hawkins St. side Spring 2017.
- 17. To meet current safety and fire codes, and be accessible to all members of the community, conforming to American with Disabilities Act (ADA) Standards. In progress
 - a. To review each library for compliance. (2017-2022) Investigate ways to be ADA compliant
 - b. To fully meet the requirements of the ADA Standards. (2017-2022)
 - c. Main library and Broadway are in compliance with safety and fire codes in all areas.
 - d. A videophone for the deaf installed at the main library.
 - e. All Computers have features to increase font size aiding the visually impaired by hitting control and turning the mouse wheel.
 - f. In progress the purchase of an ergonomic mouse and ADA keyboard for public computer area.
 - g. Library now owns enlarging machine for visually impaired and glasses for person with macular degeneration.
 - h. Public men's bathroom enlarged for wheelchair access in 2017.
- 18. To provide, sustain, and refresh the library's technology plan each year and infrastructure to appropriately support library operations and services.
 - a. Maintain Wi-Fi access points at main library (2017-2019) and Wi-Fi added to Broadway in 2016
 - b. Implement the three LSTA 2015-2016 grants as approved by the State Library of North Carolina. (Laptop grant, public computers grant, and Self-Service kiosks grants)
 - c. Maintain the 15 new public access computers (2016-2020)
 - d. Maintain the permanent laptop lab teaching basic computer classes using Smartboard set up in 2017.
 - e. Expand the Maker Space in the library and research grant funding to provide additional resources for the schools and community such as digital media, robots, etc. (2017-2018))
 - f. Maintain devices and bandwidth to build, stimulate, and accommodate user demand to meet the needs of the community.
 - g. Maintain minimum of 60 mbps bandwidth connectivity with Charter ensuring participation in digital technology for all people.
 - h. To review current digital literacy options in each community and determine the extent to which the library can fill knowledge and service gaps for all residents. (2017-2022)
 - i. Explore the whitespace left from analog televisions and programs using this space for broadband Wi-Fi in a 5 mile radius to library.
 - j. Use Walmart funded purchase of 40 filament cartridges for teen programming with the 3 D printer with public, private and homeschoolers.
 - k. Research viability and costs of having lendable Wi-Fi hot spots including equipment cost and monthly charges.
- 19. To implement the Edge Initiative Action Plan to improve our grade on specific parts of the initial survey <http://www.ala.org/pla/advocacy/edge> Began in the spring of 2015 and continuing as an ongoing project. Some items on Action Plan have been accomplished and rest are an ongoing project. Lee County Library took the Edge Survey in June 2017 for the third time. A new Action Plan can be developed.
- 20. To develop a long-range facility plan. (2017-2022) Two part long range plan -one for needs of current facility and begin planning a needs assessment for wanted features of a future new library. To prepare a long-range facility plan that addresses projected growth and changing community needs. See Director Benning's New Library Planning document dated June 2017.
 - a. To review facility plan annually and revise plan at least every 5 years.
 - b. To be included with 5-year Plan (2017-2022)
- 21. To ensure library staff have the necessary knowledge, computer literacy, and library skills to provide exemplary library services and meet our mission statement objectives.
 - a. Offer State Library 's monthly free training opportunities to staff
 - b. Computer literacy added to all position descriptions
 - c. Provide 2-3 hours of webinars to increase skills and in person workshops
 - d. As funding allowed restored the two MLIS positions RIF'd in 2010 during the economic downturn to the organizational chart.
 - i. Obtained permission in Spring 2017 to upgrade Outreach Specialist retiree position to a MLIS position Adult/Teen Programming Reference Librarian and continue to enhance programs and services.

- ii. Reclassified an existing full time Tech Support position to be degreed MLIS librarian in 2016 and continue to build technology instruction for staff and patrons.
 - iii. In future budget year, request new Ft position so the library can be open 3 night s a week and all day Saturday.
- 22. Each year on or before August 15th set new goals and update 5 year plan for the year prior to the deadline time frame of sending in the State Aid packet. 5 Year Plan is part of the packet.
- 23. Training
 - a. To provide monthly staff team meetings at a minimum at which some aspect of library service is learned or reinforced, especially new developments, services and available external programs. (2017-2022 using the laptop lab if possible.)
 - b. To encourage staff participation in webinars on a monthly basis and other online learning through such opportunities as Web Junction, Train Station and State Library sponsored programs. (2017-2019) Email announcement of offerings sent monthly to staff.
 - c. Each staff member maintains a list of the courses/workshops/webinars they have attended for themselves.
 - d. To take advantage of State Library ongoing education provided regionally. (2017-2022)
 - e. Some staff has attended several in person workshops (2017-2019)
 - f. To encourage participation in library and related professional conferences as appropriate. (2017-2022) Several staff members will attend the Biennial NC Library Association conference on October 2017 in Winston-Salem.
- 24. To develop a Plan and review regularly as part of the library's long range planning process.
 - a. To develop a written Collection Maintenance Plan not only for purchases but for maintaining the collection on the shelves.
 - i. Find replacements from donations for bestselling author books that have become dirty and worn. (2017-2019)
 - ii. to weed non-fiction of outdated materials
 - iii. purchase new nonfiction on topics of the weeded nonfiction
 - b. To provide assistance and training in the use of technologies necessary to access resources.
 - c. To review all technology and digital literacy efforts to determine the need for changes in current service based on the 2016 user survey and input from current users. (2017-2022)
 - i. Investigate and draft a needs assessment for technology literacy and library services in community
 - ii. Determine additional technology and digital/information literacy needs. 2017-2019
 - iii. Meetings with Hispanic community to determine all literacy needs including technology and digital/information. Fall 2017 and Spring 2018 and continued Outreach (2017-2019)
 - iv. To develop a comprehensive plan to provide such training and education for patrons and staff as needed. (2017-2019)
 - v. To provide programs and services that support adult and childhood literacy for both books and technology. Partner with the Literacy Council and Partnership for Children, coalition for Families, Smart Start.
 - vi. To review all adult literacy programs and services to determine the need for changes in current service based on user survey and input from community and find ways to fund more materials (2017-2019).
 - vii. To develop a comprehensive plan to identify, purchase and provide adult beginning reader materials to support these programs (2017-2019)
 - viii. Begin basic computer instruction classes for beginners in both English and Spanish (2017-2019)
 - ix. Hold introductory programs for e-readers and tablets
- 25. Implement the Edge Initiative region wide <http://www.ala.org/pla/advocacy/edge> beginning continuing to build on the multi-year program of measuring/evaluating our technology and creating an action plan. Retake the Edge Survey of Lee County Library Technology periodically in June 2017 and annually thereafter.
- 26. To ensure efficient and effective customer service for all library users.

- a. To support continuous improvement in public access technology services by sharing expertise and best practices with other providers locally, regionally and nationally.
- 27. The Library Director to attend NCPLDA meetings that can fit into the budget. Monitor the NCPLDA and State Library Listservs daily, and take advantage of online continuing education opportunities as related to local library needs. Currently, Director only attends one of the meetings (Durham) of the three NCPLDA meetings per year. The Wilmington and Mountain meetings are cost prohibitive to amount of funding available in that line item for conferences and travel. The Director participates in relevant webinars and in person workshops.
- 28. Develop additional, alternate, one time grant or permanent sources of extra funding for purchase of equipment or items the library needs but cannot fit into the budget.
 - a. Investigate creating a 501 c 3 nonprofit Foundation **in 2018** to raise funds for equipment and materials to augment the donations from the Friends of the Library and the public. The goal would be to have funding to buy items that cannot be squeezed in to the regular annual budget of existing facility or a planned new library.. In these economic times, having multiple sources of funding provides more success in reaching goals.
 - i. Attend Fundraising Summit held periodically in Charlotte
 - ii. Create database of potential donors
 - iii. Create list of fundraising ideas sharing with nonprofit Friends of the Library
 - iv. Research handling a P R campaign for endowments for Library Foundation if created. Perhaps use Marlais Soderquist to help with publicity.
 - v. Ask Friends in FY 2017-2018 to fund 4 new narrower tables for the new laptop lab, signage in library (fiction, nonfiction, large print, audio, children's), two lockable display cabinets, two chairs that have the laptop arm from DAK in Carthage, end of row paper signs that allow sign to be changed, the 10,000 copies of letter to parents for the school id as a library card project, new sign for Broadway,
- 29. Create Training system so all library training is consistent
 - a. Notebook for new hires in 2017, transition checklist for various library positions
 - b. Computer skills proficiency/competency
 - c. Library staff training and development
 - d. When completed have all current staff review
 - e. More cross training to handle vacation and sickness times
- 30. Outreach to Hispanics, elderly, nursing homes, and homebound, Enrichment Center
 - a. Website and library brochures translated into Spanish
 - b. Distribute Flyers about Pronunciator handed out to Hispanic stores/churches
 - c. In addition to offering crate delivery to nursing homes and homebound patrons, offer discarded/donated Large Print books to nursing homes
 - d. Build the collection of adult and children's books in Spanish
 - e. Have collection of Large Print books and self-service checkout at the Enrichment Center
- 31. Facilities

Broadway Branch

- a. Inspect premises and grounds annually and make list for maintenance
- b. Change out book collections with regularity
- c. Meet with Women's Club once a year
- d. Participate in Broadway Our Way event
- e. Maintain schedule of story times
- f. Clean facility on regular basis

- g. Increase size of DVD collection of Broadway as needed
- h. Ask Friends to buy new sign
- i. Increase hours of operation from 12 to 16 hours of operation weekly effective 9/1/2017

Main Branch

- a. Update landscaping 2017 of main branch (Hawkins street facing side and horseshoe area by van parking space.
- b. Prepare report of building issues and leaks for General Services and Mr. Crumpton 2017 and keep list updated.
- c. Replace bench under the portico
- d. Investigate a Joint Use Library with CCCC as part of a Capital Improvement Project of the local community college and submit a list of considerations of pros and cons including: Automation system NC Cardinal would allow a joint use of NC Cardinal, Staff number, benefits, policies, Boards, materials, expenses, etc.
- e. Tables and chairs need replacing. Carpet behind circulation desk needs replacing.
- f. Chairs with laptop arms are needed
- g. Circulation desk needs updating. Staff should sit at barstool to be same height as patrons. General Services says they can add a new top to the desk for about 1-2K.
- h. Wi Fi printing is needed
- i. Investigate using analog tv white space to expand library's Wi-Fi signal to a five mile radius
- j. Have staff park behind library to save spaces for the public
- k. Library hours at the main branch will increase effective 9/1/2017 to be open 10-5 pm on Saturday.
- l. The telephone polls need to be removed by the fire exit doors.
- m. Get new bids for a \$25,000 security system for the existing facility



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. O.

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

MEETING DATE: August 19, 2019

SUBJECT: Appoint Senior Tar Heel Legislature Delegate and Alternate for Lee County

DEPARTMENT: Lee County Senior Services

CONTACT PERSON: Debbie Davidson

TYPE: ☒ Consent Agenda ☐ Action Item ☐ Public Hearing ☐ Information

REQUEST	Approve appointments for Senior Tar Heel Legislature – Robert Will and Charles Alexander
BUDGET IMPACT	None
ATTACHMENTS	Applications for Delegate and Alternate
PRIOR BOARD ACTION	None
RECOMMENDATION	Approve appointments of Robert Will as delegate and Charles Alexander as alternate delegate for the Senior Tar Heel Legislature.
SUMMARY	

Each county in North Carolina has a Delegate and an Alternate Delegate to the North Carolina Senior Tar Heel Legislature that meets two times per year in Raleigh. This delegation discusses Governmental issues regarding the field of aging and advocates for funding for local senior adult programs and policies for local domiciliary care legislation. Both of our current delegates, Mary Upchurch and Jim Payne have resigned their positions effective October 1, 2019. Mr. Will and Mr. Alexander are currently active on the Enrichment Center of Lee County, Inc. Board of Directors and involved in programming with Senior Services and in our community. Their applications with qualifications are attached.

Nomination Form
North Carolina Senior Tar Heel Legislature
(X) Delegate or () Alternate

Name of Nominee: __Robert Will__

Mailing Address: 7513 Villanow Drive
Sanford NC 27332 _____

County of Residence: Lee

Phone Number (including area code): 919-774-4284 Home
Cell – 919-770-7680 _____

Fax Number (including area code): _____

E-mail Address: rwill@charter.net

Date of Birth: 02-28-1939

Employment Status (working, retired, etc. and field of current or former employment): Retired – Manufacturing Coordinator – Coty, Inc. _____

In the space below, describe (nominee's) experience, background, and knowledge relative to issues important to older adults:

Treasurer and Vice-Chair – The Enrichment Center, Inc. Board of Directors – Non-Profit entity to Lee County Senior Services - Knowledge of the Home and Community Care Block grant services, Caregiver services, SHIP

Finance Committee – Fund Raising Chair – The Enrichment Center, Inc.

Driver – Highway to Healing – Transit for Elderly and Disabled Cancer Patients

Helping Hands Low Income Clinic – Board of Directors

Senior Adult Grocery Delivery



Triangle J
Council of Governments

In the space below, describe (the nominee's) participation in groups or organizations for older adults and in councils or committees, which advise or oversee programs that have an impact on older persons:

Treasurer and Vice-Chair – The Enrichment Center, Inc. Board of Directors – Non-Profit entity to Lee County Senior Services

Finance Committee – Fund Raising Chair – The Enrichment Center, Inc.

Driver – Highway to Healing – Transit for Elderly and Disabled Cancer Patients

Helping Hands Low Income Clinic – Board of Directors

Senior Adult Grocery Delivery

In the space below, describe any special skills or attributes (of the nominee) which would enhance his/her effectiveness as a delegate to the North Carolina Senior Tar Heel Legislature:

Leadership training with Coty, Inc., National Guard OSC, Civic Membership in Elks, Moose, and Kiwanis, Elder with the Methodist Church, Knowledge of the Home and Community Care Block Grant Program through Board leadership with Lee County Senior Services

If not a self-nomination, please indicate the name, address and phone number of person or group making nomination:

Name _____

Address _____

Phone Number (including area code) _____

Email _____



SIGNATURE OF NOMINEE _____

DATE _____

(Note: The signature is required for self-nominations as well as for nominations made by other individuals or groups. This signature of the nominee serves as verification that the person being nominated consents to his/her name being placed in nomination and indicates a commitment on the part of the nominee to participate fully in the orientation and training, the legislative sessions and other activities of the Senior Tar Heel Legislature if selected).

Return Form to: Mary Warren, Area Agency on Aging Director; 4307 Emperor Blvd., Suite 110, NC 27703 (919 558-2707) mwarren@tjcog.org



Triangle J
Council of Governments

In the space below, describe (the nominee's) participation in groups or organizations for older adults and in councils or committees, which advise or oversee programs that have an impact on older persons:

In the space below, describe any special skills or attributes (of the nominee) which would enhance his/her effectiveness as a delegate to the North Carolina Senior Tar Heel Legislature:

If not a self-nomination, please indicate the name, address and phone number of person or group making nomination:

Name _____

Address _____

Phone Number (including area code) _____

Email _____

SIGNATURE OF NOMINEE

DATE

(Note: The signature is required for self-nominations as well as for nominations made by other individuals or groups. This signature of the nominee serves as verification that the person being nominated consents to his/her name being placed in nomination and indicates a commitment on the part of the nominee to participate fully in the orientation and training, the legislative sessions and other activities of the Senior Tar Heel Legislature if selected).

Return Form to: Mary Warren, Area Agency on Aging Director; 4307 Emperor Blvd., Suite 110, NC 27703 (919 558-2707) mwarren@tjcog.org



Triangle J
Council of Governments

Nomination Form
North Carolina Senior Tar Heel Legislature
() Delegate or (X) Alternate

Name of Nominee: Charles J. Alexander

Mailing Address: 912 W. Garden Street
Sanford NC 27330

County of Residence: Lee

Phone Number (including area code): 919-776-6544

Fax Number (including area code): _____

E-mail Address: calex1998@aol.com

Date of Birth: _February 1, 1943

Employment Status (working, retired, etc. and field of current or former employment): Retired – NC Public School Administrator – Lee County School System

In the space below, describe (nominee's) experience, background, and knowledge relative to issues important to older adults:

Member of the Enrichment Center Inc. Board of Directors for three years. Non Profit for the Lee County Senior Services program. Has knowledge of SHIP, Home and Community Care Block Grant, Fundraising for Senior Centers, and Caregiver programming.

Board member and Driver for Highway to Healing – service for cancer patients, mostly older adults

Board Member – Fletcher Rosser Bread Basket – Soup kitchen for low income and homeless individuals – many older adults

Board member for the United Way of Lee County



In the space below, describe (the nominee's) participation in groups or organizations for older adults and in councils or committees, which advise or oversee programs that have an impact on older persons:

Member of Fair Promise A.M.E. Zion Church

Member of the Enrichment Center Inc. Board of Directors for three years. Non Profit for the Lee County Senior Services program. Has knowledge of SHIP, Home and Community Care Block Grant, Fundraising for Senior Centers, and Caregiver programming.

Board member and Driver for Highway to Healing – service for cancer patients, mostly older adults

Board Member – Fletcher Rosser Bread Basket – Soup kitchen for low income and homeless individuals – many older adults

Board member for the United Way of Lee County

Sixteen-Year Member of the Central Carolina Community College Board of Trustees

Board of Directors – Lee County Outreach Mission

Board of Directors – Coalition to Improve the Quality of Life in Lee County

Member of the Board – Christian United Outreach Center

Founding Member – Boys and Girls Club

Founding Member – Habitat for Humanity of Lee County

30 year Member of Kiwanis Club of Sanford

In the space below, describe any special skills or attributes (of the nominee) which would enhance his/her effectiveness as a delegate to the North Carolina Senior Tar Heel Legislature:

Leadership Skills and Listening Skills Classes

Several Classes with the UNC School of Government

33 years' experience in the Lee County Public School system – retired as school principal



If not a self-nomination, please indicate the name, address and phone number of person or group making nomination:

Name _____

Address _____

Phone Number (including area code) _____

Email _____

SIGNATURE OF NOMINEE _____

DATE _____

(Note: The signature is required for self-nominations as well as for nominations made by other individuals or groups. This signature of the nominee serves as verification that the person being nominated consents to his/her name being placed in nomination and indicates a commitment on the part of the nominee to participate fully in the orientation and training, the legislative sessions and other activities of the Senior Tar Heel Legislature if selected).

Return Form to: Mary Warren, Area Agency on Aging Director; 4307 Emperor Blvd., Suite 110, NC 27703 (919 558-2707) mwarren@tjcog.org



Triangle J
Council of Governments

In the space below, describe (the nominee's) participation in groups or organizations for older adults and in councils or committees, which advise or oversee programs that have an impact on older persons:

In the space below, describe any special skills or attributes (of the nominee) which would enhance his/her effectiveness as a delegate to the North Carolina Senior Tar Heel Legislature:

If not a self-nomination, please indicate the name, address and phone number of person or group making nomination:

Name _____

Address _____

Phone Number (including area code) _____

Email _____

SIGNATURE OF NOMINEE

DATE

Charles J. Alexander
May 20, 19

(Note: The signature is required for self-nominations as well as for nominations made by other individuals or groups. This signature of the nominee serves as verification that the person being nominated consents to his/her name being placed in nomination and indicates a commitment on the part of the nominee to participate fully in the orientation and training, the legislative sessions and other activities of the Senior Tar Heel Legislature if selected).

Return Form to: Mary Warren, Area Agency on Aging Director; 4307 Emperor Blvd., Suite 110, NC 27703 (919 558-2707) mwarren@tjcog.org



Triangle J
Council of Governments



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. P.

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

MEETING DATE: August 19, 2019

SUBJECT: Disaster Debris Management and Removal Services

DEPARTMENT: General Services – Solid Waste Division

CONTACT PERSON: Joseph T. Cherry, Solid Waste Superintendent

TYPE: ☒ Consent Agenda ☐ Action Item ☐ Public Hearing ☐ Information

REQUEST	Approve contract with CERES Environmental Services, Inc. for disaster debris management services.
BUDGET IMPACT	There are no immediate or annual costs associated with this agreement. Costs will be incurred only after services are rendered following a disaster. Costs incurred are no less than 75% reimbursable by FEMA. Historically, the State of North Carolina has covered the remaining 25%.
ATTACHMENTS	Pre-Event Contract for Disaster Debris Management Services
PRIOR BOARD ACTION	June 17, 2019: Accepted proposal of CERES Environmental Services, Inc.
RECOMMENDATION	Approve contract with CERES Environmental Services, Inc. for disaster debris management services.
SUMMARY	

Contract, which covers services related to the management of debris resulting from a natural or manmade disaster, will be for an initial term of 3 years with an option to renew for up to two additional one (1) year periods, upon consent of all parties.

PRE-EVENT CONTRACT FOR DISASTER DEBRIS MANAGEMENT SERVICES

THIS CONTRACT entered into this 19th day of August, 2019 by and between Lee County North Carolina, a political subdivision of the State of North Carolina (hereinafter referred to as the "County"), and Ceres Environmental Services, Inc. hereinafter referred to as the "Contractor".

WHEREAS, it is in the public interest to provide for the expedient management of storm debris within the County of Lee and to provide recovery Technical Assistance to the appointed and elected officials resulting from a future natural or manmade disaster; and

WHEREAS, the County of Lee has in the past suffered the full force and effects of major storms and the resulting destruction brought upon the County of Lee by such storms or events; and

WHEREAS, without being able to quickly remove storm debris, the Health and Safety of all the citizens could be at serious risk; and

WHEREAS, the immediate economic recovery of the County of Lee and its citizens after a natural or manmade disaster is a major concern and the primary priority for recovery; and

WHEREAS, the immediate availability of experienced prime disaster debris management contractors may be severely limited during a natural or manmade disaster; and

WHEREAS, the Contractor has the experience, equipment, manpower, general ability, and resources, as well as the necessary permits and licenses to perform all related debris and other storm services; and

WHEREAS, the County of Lee and the Contractor have agreed to the Scope of Services, pricing schedule, terms, conditions and technical specifications as set out in this competitive Contract; and

THEREFORE, said parties do agree to the following stipulations, conditions and technical specifications.

ARTICLE 1 TERM OF CONTRACT

This Contract shall be for a base period of three (3) years with an option to renew for up to two additional one (1) year periods, upon consent of all parties. This Contract shall only be used on an "as needed" basis as determined solely by the County. Should the term of this Contract expire during an event where work has been commenced, but not completed, the terms and conditions of this Contract shall continue until the completion of all work authorized prior to the expiration of the term.

ARTICLE 2 NATURE OF RELATIONSHIP

The Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of the County and shall not represent itself in any way as an agent of the County. The Contractor understands that it has the right to use its best judgment and efforts to fulfill the terms and obligations of this Contract. The Contractor further understands and acknowledges the following:

- (1) That it will receive no compensation other than as outlined in this Contract and is not subject to nor eligible for any benefits which may be offered by County to its employees, including, but not necessarily limited to vacation pay, sick leave, insurance coverage or retirement plan participation.
- (2) Its Services provided in accordance with this Contract are an independent calling or occupation.
- (3) Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- (4) Contractor furnishes its own equipment and supplies.
- (5) To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.

ARTICLE 3 ANNUAL APPROPRIATIONS AND FUNDING

This agreement may be subject to the annual appropriation of funds by the Lee County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service. Payment for services under contract by this solicitation will be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. The selected Contractor shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award.

ARTICLE 4 SCOPE OF SERVICES

The primary purpose of this scope of work is to maintain the public health, safety, and well-being of the County during the response to an emergency situation, as well as to restore the public areas of the County to a normal condition. The Contractor understands and agrees that

debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible. The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process or dispose of debris that is unrelated to disaster damage. Direction by the County in this proposal shall also mean direction by the Monitor.

The services which the Contractor shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

4.1 GEOGRAPHIC ASSIGNMENT

The geographic boundary for work by the Contractor shall be directed by the County and will be limited to properties located within the County's legal jurisdiction.

4.2 EMERGENCY ROAD CLEARANCE

The Contractor will be responsible for the removal of debris from the primary transportation routes as directed by the County. These debris "push" activities include, but are not necessarily limited to the cutting, tossing, stacking and/or pushing of storm debris from the primary transportation routes. The emergency road clearance operation shall be for a period not to exceed 70 contract hours after a declared disaster event.

4.3 DEBRIS REMOVAL FROM PUBLIC PROPERTY

3.2.1 The Contractor will be responsible for the removal of vegetative debris, construction and demolition debris ("C & D Debris"), or other eligible debris from public rights-of-way and other public properties.

3.2.2 At the direction of the County trees, limbs and debris (including fallen trees) which are located partially on or above public property or rights-of-way shall be cut at the right-of-way line or property line, and the public portion only shall be removed under this contract.

3.2.3 Contractor will also be responsible for the removal of debris beyond the limits of public rights-of-way as necessary to abate imminent and/or significant threats to public health and safety of the community, when directed by the County.

4.4 DEBRIS REMOVAL FROM PRIVATE PROPERTY

Removal of debris from private properties shall be directed by the County only when an imminent threat to life, safety and health is present on private property. This item will require prior approval of the Federal Emergency Management Agency (FEMA) and will be

monitored for strict compliance with federal regulations regarding eligibility for reimbursement costs.

4.5 OWNERSHIP OF DEBRIS

Unless otherwise directed by COUNTY, titled or registered debris (such as vehicles or boats) will not be loaded and removed by CERES and such titled or registered debris shall not become property of CERES.

4.6 DEBRIS MANAGEMENT SITES (DMS)

4.6.1 The Contractor will identify, prepare and maintain a sufficient number of DMSs to accept and process all eligible debris. The County shall assist in the identification of DMSs. Preparation and maintenance of DMS shall include, but not necessarily be limited to:

- (1) The Contractor shall provide to the County a pre-use condition report to include soil test, photos and other evidence of prior use and conditions;
- (2) All approach and interior haul roads;
- (3) Dump pads and lined temporary storage areas for household hazardous waste, fuels and other materials that can contaminate soils, runoff or groundwater; and,
- (4) An inspection tower sufficient for the monitoring of all incoming and exiting traffic shall be built according to USACE specifications and shall comply with standard OSHA requirements and local codes.
- (5) The Contractor shall maintain DMSs in accordance with appropriate use standards, safety standards, and regulatory requirements.
- (6) The Contractor shall provide to the County all appropriate and required permits from the NC Department of Environment and Natural Resources or other regulatory agencies. If the Contractor, upon approval of the County, elects to incinerate eligible debris the Contractor shall furnish to the County copies of required burn permits from the local Fire Chief or other regulatory agencies.

4.6.2 All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but not necessarily be limited to: reduction by tub grinding or chipping and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated into the following categories:

- (1) Vegetative and clean, woody debris;
- (2) Construction and demolition debris;
- (3) White goods;
- (4) Recyclable debris; and,

(5) Household hazardous wastes.

4.6.3 Debris collected by Contractor at rights-of-way, at discretion of County, may be hauled directly to the nearest lawfully permitted solid waste management/recycling facility, bypassing the DMS.

4.6.4 The Contractor shall restore DMSs to pre-storm conditions using the pre-use condition report as a basis and obtain appropriate releases from the NC Department of Environment and Natural Resources or other regulatory agencies.

4.7 GENERATED HAZARDOUS WASTE ABATEMENT

The Contractor will be responsible for the abatement of hazardous waste identified by the County in accordance with all applicable federal, state and local laws, standards and regulations.

4.8 HAZARDOUS OR CONDEMNED STRUCTURES

The Contractor will be responsible for the demolition of hazardous or condemned structures that are deemed by the County to be an imminent threat to life, safety and public health according to FEMA Disaster Assistance Policy (DAP) 9523.4 Demolition of Private Structures.

4.9 WHITE GOODS

The Contractor may expect to encounter white goods available for recycling. White goods will constitute household appliances as defined in FEMA 325 Debris Management Guide. The Contractor will handle the disposition of all white goods encountered in accordance with applicable federal, state and local laws. Proper disposal of Freon is essential.

4.10 HAZARDOUS STUMPS

The Contractor shall remove all stumps according to FEMA Disaster Assistance Policy (DAP) 9523.11 Hazardous Stump Extraction and Removal Eligibility.

4.11 STUMP ROOT BALL HOLES

The Contractor will be responsible for the backfilling of stump root ball holes upon direction of the County. This clean fill dirt shall be compacted as directed by the County.

4.12 CANAL/WATERWAY DEBRIS REMOVAL

Contractor shall remove eligible storm debris from drainage canals, ditches and waterways at direction of County.

4.13 STORM-DEPOSITED SOILS

The Contractor will be responsible for the loading and hauling of eligible storm-deposited soils (e.g., silt, sand, or mud).

4.14 LOADING OF DEBRIS

No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, and loading departure time. All loads hauled shall be full and well compacted. The loading of all debris onto transportation vehicles shall be done by mechanical means.

4.15 DEBRIS DISPOSAL

The Contractor will be responsible for the disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable federal, state and local laws, standards and regulations.

4.16 DOCUMENTATION AND INSPECTIONS

All debris shall be subject to inspection by the County. Inspections will be to insure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. The Contractor and the County will have in place at the DMS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS(s). The Contractor will assist the County in preparation of any required FEMA and state reports for any potential reimbursement through the training of County employees and the review of documentation prior to submittal. The Contractor will work closely with the County to ensure that eligible debris collection and data documenting appropriately address concerns of any likely reimbursement agencies including but not limited to the North Carolina Division of Emergency Management, FEMA and other applicable state and federal agencies.

4.17 WORK SITES

The County will establish and approve all sites that the Contractor will be allowed to use. The Contractor will remove all eligible debris and leave the site from which debris was removed in a clean and neat condition. The condition of the work site shall be equal to the original condition of the site.

4.18 NON-DISASTER RELATED DEBRIS

The Contractor shall not be required or paid to remove, process or dispose of debris that is unrelated to disaster damage.

4.19 TECHNICAL SUPPORT

Contractor shall provide to the County disaster recovery technical program management assistance relating to reimbursement of eligible damage costs from federal and state agencies when available.

ARTICLE 5 DOCUMENTATION AND REPORTING

- 5.1 Truck/Trailer Certification: All trucks and/or trailers to be used in debris removal operations must be measured to determine capacity and documented on a Truck Certification Form by a monitor assigned by the County and working independently of the Contractor. The Truck Certification Form must include, but not necessarily limited to the following information:

- Capacity of hauling bed (CY)
- License plate number
- Truck identification number
- Brief physical description of the truck/trailer
- Photographs
- Driver information
- Owner information
- Name of person completing measurements and form

- 5.2 Load Tickets: A "load ticket" will be utilized as the primary debris tracking document. The form of the ticket shall be approved by the County and shall include at a minimum the following information:

- Ticket Number
- Contract Number
- Date
- Contractor Name
- Truck Number
- Truck Capacity
- Truck Driver Name
- Loading Location
- Loading Time
- Unloading Location
- Unloading Time
- Debris Classification
- Debris Quantity
- Monitor Name(s) and Signature(s)

Load tickets shall be accepted by the County as the certified, original source documents to account for the measurement and accumulation of the volume/tonnage of debris delivered and processed at the debris management site. The ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These load tickets will also be utilized for debris haul out for final disposal. These tickets will be the basis of any electronic generated billing and/or report(s).

- 5.3 Reports The Contractor shall submit to the County periodic written reports as agreed upon by the parties to this Contract. The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the County and shall accompany each pay request.
- 5.4 Additional Supporting Documentation The Contractor shall submit reports and/or other documentation regarding, but not necessarily limited to debris loading, hauling, disposal and load capacity measurements as may be required by the County and/or other Governmental entities to support requests for debris project reimbursement from external funding sources.
- 5.5 Report Maintenance Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, and debris reporting tickets and contract correspondence for a period of not less than seven (7) years.
- 5.6 Contract File Maintenance The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of seven (7) years or the period of standard record retention of the County, whichever is longer.

ARTICLE 6 SUBCONTRACTORS

- 6.1 Definition A subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the work. Nothing contained in this Contract shall create any contractual relationship between the County and any subcontractor.
- 6.2 Local Preference Contractor will make every effort to utilize and employ local subcontractors whenever possible, provided that these local contractors hold proper license and insurance credentials for the intended work. For purposes of this project, local shall be defined to mean the jurisdictional boundaries of Lee County.

6.3 Contractor shall be responsible for the compliance of all subcontracting parties with the terms of this Contract and with any applicable local, State or federal laws or regulations. Contractor shall not employ any subcontractors who are on any State and/or Federal listing of debarred contractors. Contractor shall be solely responsible for timely paying its subcontractors. The County reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. Contractor is encouraged to seek minority and women-owned business enterprises for participation in subcontracting opportunities. If any subcontractor fails to perform or make progress, as required by this Contract, and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion, Contractor shall promptly replace such subcontractor, subject to the County's approval of the new subcontractor.

6.4 Subcontractual Relations By an appropriate written agreement, the Contractor shall require each subcontractor to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor by these Documents, assumes toward the County. Said agreements shall preserve and protect the rights of the County under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractor.

The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractors.

6.5 Subcontractor Interfacing The Contractor shall be the single point of interface with all subcontractors for the County and all of its agents and representatives. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the County of their validity and reasonableness, acting in the County's best interest prior to requesting approval of each change order from the County. Before any work is begun on any change order, a written authorization from the County must be issued. However, when health and safety are threatened, the Contractor shall act immediately to remove the threat to health and safety.

6.6 Responsibilities for Acts and Omissions The Contractor shall be responsible to the County for the acts and omissions of his employees and agents and his subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Contractor.

- 6.7 Subcontracts to be provided The Contractor shall furnish to the County a list of all subcontractors that it intends to utilize for the project and a copy of each subcontract, including the general supplementary conditions no later than five (5) days after the Notice to Proceed and every Tuesday and Friday during debris operations. Contractor shall also include a clear description of the percentage of the work the contractor intends to subcontract out.

ARTICLE 7 FUNDING OUT CLAUSE

In the event of a disaster, County may elect to remove debris with County forces, to activate this Contract, or to contract separately for debris removal.

ARTICLE 8 CONDITIONS OF WORK

The Contractor must inform himself fully of the conditions relating to the execution of the project and the employment of labor thereon. Failure to do so will not relieve the Contractor of his obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar, as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruptions of or interference with the work of any other contractor(s).

ARTICLE 9 LAWS AND REGULATIONS

All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the scope of work of the project shall apply to this Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

ARTICLE 10 FORCE MAJEURE

It is mutually understood and agreed that the Contractor shall be waived of its obligations under the contract during any period or periods of time when acts of God, war or public enemy render impossible its performance under the contract. In such case, the Contractor shall give the County prompt oral notification followed by written notice of the particulars and estimated duration of said Force Majeure.

ARTICLE 11 PAYMENT TO CONTRACTOR

- 11.1 Contractor shall be paid for the Services rendered and accepted in accordance with the unit prices specified in ATTACHMENT A: "Contractor's Price Proposal" attached hereto for eligible debris. To receive payment under this Contract, Contractor shall submit an invoice to the County's Representative for the debris hauled to each disposal site, which shall be calculated from load tickets that are issued by County representative at each site.

Contractor shall be paid solely on the tickets issued and verified by the Monitor for the County at the disposal facilities. All loads hauled shall be full and well compacted. When a load is delivered, the driver shall provide the County's Monitor with the load ticket. The Monitor at the disposal site will rate each load as a % of fully loaded capacity as predetermined through truck or trailer bed measurement by the Monitor. The capacity of all trucks and/or trailer beds will be independently certified by the monitor designated by the County prior to the commencement of debris hauling.

- 11.2 Contractor shall furnish and pay the cost of all the necessary materials and shall furnish and pay for all the superintendents, labor, tools, equipment, transportation and perform all other work required for the removal of all disaster debris, as defined herein, in strict accordance with this Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

- 11.3 Contractor acknowledges that the County will apply for FEMA and/or State assistance. Therefore, Contractor represents that it will perform all Services hereunder in a manner, time and place so as to insure and be consistent with such reimbursement by those agencies to the County. County reserves the right to withhold amounts owed to County by Contractor from any payments due to Contractor from County.

- 11.4 All invoices shall include at a minimum the following information:

- Contractor's Name
- Contract Number
- Project Worksheet Number (PW #)
- Disaster Number
- Location and/or site of work
- Category of Work (FEMA Categories A-G)
- Period Covered
- Brief description of type of work performed
- Debris Quantities and Type

All invoices shall be delivered to the monitoring firm first for review. No invoice shall have either multiple PW #'s or Category of Work or be for a period exceeding 30 days.

- 11.5 Contractor shall submit Applications for Payment to the County in a timeframe as agreed upon by the parties to this Contract. Within ten (10) calendar days after receipt of each

Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor's indicating, in writing, the reason for refusing to approve payment. In the event of a total denial and return of the Application for Payment by the County, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved: Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due to insure against timely completion of the project and/or undiscovered damage to public or private property. Any interim interest on such sums shall accrue to County.

Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

Each Application for Payment shall be accompanied by Release and Affidavit showing that all material, labor, equipment, and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

- 11.6 Contractor shall not be paid to handle, process, or dispose of debris that is unrelated to disaster damage. Further, Contractor shall bill the County and be paid only for eligible debris that originates within County.
- 11.7 The County does not guarantee Contractor a specific amount of work under this Contract or a specific amount of compensation hereunder.
- 11.8 Contractor shall not charge any resident, business or institution for work performed under this scope of work, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of work.
- 11.9 Contractor shall clearly include the words "final invoice" on Contractor's final billing to the County. This statement by Contractor shall constitute Contractor's certification that all services have been properly and completely performed by Contractor and all charges and costs have been properly invoiced to the County and that all such charges are for Eligible Services. Since this account will thereupon be closed, any and all further charges if not properly included on this final invoice shall be deemed waived by Contractor.

ARTICLE 12 INSPECTION BY CONTRACTOR

Contractor represents that it has inspected the areas where Debris is to be collected and removed and is familiar with the roadway system within the jurisdiction of the County, roadway widths, and other factors that will affect the work to be performed and has not relied on any representation of conditions made by any officer, agent or employee of the County.

Contractor understands that any information provided by the County is meant only to assist the Contractor and Contractor agrees to rely on its own knowledge and investigation and not any assistance provided by County. Contractor acknowledges that it is prepared for potentially adverse working conditions including, but not limited to, limited fuel supplies, limiting housing availability, limited food and water supplies, and wet and muddy conditions, and that these factors were considered in determining the costs originally agreed upon by the parties.

ARTICLE 13 HOURS OF WORK

Contractor recognizes that, at the time this Request for Proposals was prepared, the time period for reimbursement by FEMA for debris removal is limited. The Contractor shall operate during daylight hours coordinating with landfills, unless otherwise directed by the County's designated representative. Removal of debris shall be restricted to between the hours from dawn to dusk. Contractor shall devote such time, attention and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project. Contractor shall notify Monitor by close of business each Thursday whether weekend work is anticipated. If a truck is loaded too late in the day to travel to the disposal site, a load ticket may be written for a full load only.

ARTICLE 14 LOCAL PREFERENCE

In choosing materials related to its services under this Contract, the Contractor shall give preference to materials grown, produced, prepared, made or manufactured in the State of North Carolina. Contractor will make every effort to utilize and employ local subcontractors, equipment rental, supplies and other locally available resources. For purposes of this project, local shall be defined to mean the jurisdictional boundaries of Lee County.

ARTICLE 15 TIME OF THE ESSENCE

- 15.1 Contractor understands that the deadline for reimbursement by FEMA is limited, and that time is of the essence in the performance of this Contract.

- 15.2 Contractor agrees to provide necessary performance bond, payment bond and insurance certificates and commence the performance of services under this Contract no later than seventy-two (72) hours after execution hereof.
- 15.3 Contractor agrees to work diligently to complete this Contract at the earliest possible date; however, in no event shall the time period for Completion of this contract exceed 90 days from Notice to Proceed for complete performance in every respect under this Contract, unless the County initiates additions or deletions to the Contract by written change orders, in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.
- 15.4 Both parties pursuant to applicable federal, state and local law will equitably negotiate subsequent changes and completion time.

ARTICLE 16
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

- 16.1 Indemnity Contractor agrees to indemnify and save harmless the County, its officers, agents, monitors, representatives, employees and attorneys from and against any and all losses and claims, demands, payments, suits, actions and judgments of every kind, including, without limitation, attorneys fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the Contractor, its agents or employees (including those of any of his sub-contractors) in the performance of work under this Contract.
- 16.2 Contractor's Insurance
 - 16.2.1 The Contractor shall not commence any work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of North Carolina.
 - 16.2.2 Worker's Compensation Insurance - Contractor shall provide Workers Compensation Insurance and maintain at its expense during the term of this Contract, in accordance with workers compensation laws of the State of North Carolina, including occupational disease provisions, for all of the Contractor's employees, and in case any work is sublet, Contractor shall require any such subcontractor similarly to provide Workers Compensation Insurance, including occupational disease provisions, for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. In case employees engaged in hazardous work under this contract are not protected

under the Workers Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected. Any uninsured subcontractors are hereby deemed to be covered by the Contractor's workers compensation coverage.

- 16.2.3 Contractor's Public Liability and Property Damage Insurance The Contractor shall procure and maintain during the duration of this Contract, Contractor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Contractor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Contract, whether such operations are by the Contractor or a subcontractor of the Contractor, and said insurance shall name as additional insured, waive and hold harmless the County and the Monitor. Insurance shall be written with limits of liability of not less than the following:

(a) Debris Removal Manager's Comprehensive General Liability Coverages, Bodily Injury & Property Damage	\$1,000,000.00 Each Occurrence, Combined Single Limit
(b) Automobile Liability Coverages, Bodily Injury & Property Damage	\$1,000,000 Each Occurrence, Combined Single Limit
(c) Excess Liability, Umbrella Form	\$4,000,000 Each Occurrence, Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

- 16.2.4 Subcontractor's Public Liability and Property Damage Insurance - The Contractor shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

16.3 County's and Contractor's Protective Liability Insurance

The Contractor shall procure as a cost of the project and furnish a County and Contractor's Protective Liability Insurance Policy with the following minimum limits:

(a) Bodily Injury Liability & Property Damage Liability	\$1,000,000 Each Occurrence Combined Single Limit
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16.4 "XCU" {Explosion, Collapse, Underground Damage

The Contractor's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

16.5 Broad Form Property Damage Coverage. Products & Completed Operations Coverages

The Contractor's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.

16.6 Contractual Liability Work Contracts

The Contractor's Liability Policy shall include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this Contract.

16.7 Indemnification Rider

16.7.1 The Contractor shall indemnify and hold harmless the County and the Federal Government and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

16.7.2 In any and all claims against the County and the Federal Government or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

16.8 Certificate of Insurance

The County shall be furnished proof of coverage of Insurance as follows:

Certificate of Insurance form will be furnished to the County along with the Contract Documents. These shall be completed and signed by the authorized North Carolina Resident Agent, and returned to the office of the General Services Director. This Certificate shall be dated and show:

- (1) The name of the insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- (2) Statement that the Insurer will mail notice to the County at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy.
- (3) Certificate of Insurance shall be in the form as approved by County Risk Manager and such Certificate shall clearly state all the coverages required in this Section commencing at 15.2 and ending with 15.9.4.
- (4) Certificate of Insurance shall state that the County is listed as additional insured on all appropriate policies.
- (5) Copy of the endorsement or additional insured rider to the General Liability Policy.
- (6) Date of Birth of authorized Resident Agent.

16.9 Waiver of Subrogation

- 16.9.1 The County and the Contractor waive all rights against each other, for damages caused by perils covered by insurance provided under Article 15.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the County and Contractor as trustees. The Contractor shall require similar waivers from all subcontractors and their sub-subcontractors.
- 16.9.2 The County and Contractor waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Contractor shall require similar waivers from all subcontractors and their sub-subcontractors.
- 16.9.3 The County waives subrogation against the Contractor on all property and consequential loss policies carried by the County on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- 16.9.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner

of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 17 PERFORMANCE BONDS

Prior to beginning work, Contractor agrees to provide the County with performance bond payable to, in favor of, or for the protection of the County for the work to be performed under this Contract in an amount not less than 100% of the estimated contract amount, unconditioned for the full and faithful performance of this Contract. All insurance or bonds required under the terms of this Contract and General Conditions shall be issued by company licensed to do business in the State of North Carolina.

ARTICLE 18 PAYMENT BOND

Prior to beginning work, Contractor agrees to provide the County with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in an amount not less than the estimated contract amount.

ARTICLE 19 REMEDIES

19.1 Right to Cover

If the Contractor fails to meet any completion date or resolution time set forth in this Agreement, and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is able to resume performance under this Agreement; and,

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

19.2 Right to Withhold Payment

If the Contractor materially breaches any provisions of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

19.3 Specific Performance and Injunctive Relief

The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction within the State of North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

19.4 Other Remedies

Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other remedy available.

**ARTICLE 20
TERMINATION**

20.1 Termination without Cause

The County may immediately terminate this Agreement at any time without cause by giving written notice to the Contractor. If the County with written notice to Contractor terminates this Contract, the Contractor shall be paid for the eligible work performed to the time of termination.

20.2 Termination with Cause

Either party may terminate this Agreement upon the occurrence of one or more of the following events:

- (1) The other party violates or fails to perform any covenant, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty days of receipt of written notice of default from the non-defaulting party.

The termination of this Contract by the County for inadequate performance shall not relieve Contractor of any obligations and liabilities that have accrued at the time of such termination. If this Contract is so terminated, the County shall be liable only for goods or services then delivered by Contractor and accepted by the County. Such termination shall be effective as of the date and time designated by the County.

- (2) The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof.
- (3) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it.

20.3 Termination by Contractor

Contractor may terminate this Contract upon thirty (30) days written notice to the County, provided, however, that during such thirty (30) days (or until earlier release by the County), Contractor shall continue to diligently perform all of its duties hereunder.

20.4 Completion of Contract

This contract shall be deemed to have been completed in accordance with its terms when the County notifies Contractor that all Debris has been removed to the satisfaction of the County.

ARTICLE 21 PERSONNEL

Contractor represents and warrants to the County that Contractor has, or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this Contract. Such personnel shall not be deemed to be employees or agents of the County or to have any contractual relationship with the County. All services required of Contractor hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. Any changes or substitutions in Contractor's key personnel must be approved in advance by the County. Contractor represents and warrants to the County that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Contractor shall remove from the work described in this Contract any person the County deems to be incompetent, careless or otherwise objectionable. Provide in the Contractor's Technical Proposal, the number of personnel that will be secured to provide the services described herein broken into categories of job titles.

ARTICLE 22 SAFETY

- 22.1 Contractor understands and acknowledges that it will be working in congested areas. Contractor shall employ flag men and other necessary measures to protect the public and shall be fully responsible for implementing safety measures in performing its work under this Contract. Contractor will provide necessary traffic control measures.
- 22.2 Contractor shall be responsible for the conduct and actions of all of its employees and subcontractors. Contractor's employees and subcontractors shall not exhibit any pattern of discourteous behavior to the public or otherwise act in a manner contrary to the best interests of the County.
- 22.3 Contractor shall employ and utilize sufficient manpower and equipment to assure that work zone safety is in keeping with all requirements established by the Federal Highway Administration's Manual for Work Zone Safety. The County reserves the right to curtail work efforts until unsafe practices are corrected. Contractor shall present to the County, within 48 hours of the execution of this Contract, a copy of emergency procedures designed to facilitate prompt notification of emergency response personnel in the event of accidents or injuries to employees or other persons associated with or in proximity to work zones. It shall be the responsibility of Contractor to make assurances that any and all equipment and/or vehicles used in connection with the work hereunder meet applicable federal, State, and local laws and regulations regarding the use of such vehicles and equipment on public roadways.

ARTICLE 23 FEDERAL AND STATE TAXATION

Contractor shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to work performed under or contemplated by this Contract and all other applicable taxes.

ARTICLE 24 SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the parties and their respective successors and assigns; provided, however, that this Contract may not be assigned by Contractor without the prior written consent of the County, which consent may be withheld at the sole and absolute discretion of the County. No provision hereof shall be deemed to create any personal liability on the part of any officer, agent, or Monitor for the County, nor shall this Contract be deemed to create any rights or benefits to any person other than the County or Contractor.

ARTICLE 25 PROGRESS REPORTS

Contractor shall provide progress reports to the County on a weekly basis or more frequently as requested by the County. Such reports shall contain, at a minimum, total cubic yards collected, daily totals, and description of the geographical areas being addressed by the Contractor.

ARTICLE 26 DEFAULT

Either party shall be in default hereunder upon the failure to perform any material provision hereof. In the event of a default by the County, Contractor shall be entitled to exercise any and all rights and remedies available under the laws of the State of North Carolina. In the event of a default by Contractor, the County shall be entitled to exercise any or all of the following remedies, alone or in conjunction with others: (a) the termination of this Contract; (b) the withholding of the retainage specified herein to be applied to damages incurred by reason of such default; and (c) the exercise of all other rights and remedies available under the laws of the State of North Carolina.

ARTICLE 27 CREDIT

Contractor shall not pledge the County's credit or make the County a guarantor for payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 28 PERFORMANCE

Contractor shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of the County. Such performance by Contractor shall be in compliance with all applicable local, State and federal laws and regulations.

ARTICLE 29 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

Contractor shall deliver to the County or its designated representative for approval and acceptance, prior to the County's final payment hereunder, all documents and material prepared and/or utilized by Contractor in connection with this Contract. All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County, or at its expense, will be kept confidential by Contractor and will not be disclosed by Contractor to any other person or entity, either directly or indirectly, without the County's prior written consent, unless otherwise required by lawful court order, after a hearing at which the County is represented. All drawings, maps, sketches, programs, data bases, reports and other data developed, produced, created or purchased under or pursuant to this Contract for or at the County's expense shall be and remain the County's sole property and may

be reproduced at the discretion of the County. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made relating to disclosure or ownership of documents and information, shall survive the execution, delivery, and termination of this Contract.

ARTICLE 30 ACCESS AND AUDITS

Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least seven (7) years following completion of this Contract. The County and Monitor shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor in the course of the administration and performance of this Contract. This information shall be made accessible at Contractor's local place of business in County, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in County, it shall be Contractor's responsibility to insure that all required records are provided to the County at Contractor's expense.

ARTICLE 31 NONDISCRIMINATION

Contractor represents and warrants that all of its employees are and shall be treated equally during employment by Contractor without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 32 SEVERABILITY

If any term or provision of this Contract shall be held to be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 33 MODIFICATIONS OF WORK

- 33.1 The County reserves the right to make changes in the Services, including alterations, reductions or additions thereto. Upon receipt by Contractor of the County's notification of a contemplated change, Contractor shall (a) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change, (b) notify the County of any estimated change in the completion date, and (c) advise the County in writing if the contemplated change shall affect Contractor's ability to meet the completion dates or schedules of this Contract. If the County instructs in writing, Contractor shall suspend work on that portion of the services affected by a contemplated

change, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties

- 33.2 **Emergencies** In any emergency affecting the safety of persons or property, the Contractor shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in this article.

ARTICLE 34 MONITORING OF CONTRACT FOR DEBRIS REMOVAL

The County shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections, metering of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each evening of the number of work crews and disposal sites that will need assigned monitors, 24 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. County may increase or decrease the number of monitors provided to the Contractor to meet the needs of the debris removal effort. The contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site specifically for this project, as described or approved equivalent. The tower shall be of sound construction and of scaffolding, constructed according to USACE specifications and shall comply with standard OSHA requirements and local codes. The tower is for the purpose of a monitor to view and grade loads. FEMA and/or the County may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances.

ARTICLE 35 NON-EXCLUSIVE CONTRACT

This Contract shall be non-exclusive and the County may procure the services contemplated hereby from other sources at the County's discretion.

ARTICLE 36 CONTRACT LANGUAGE

Use of the masculine includes feminine and neuter, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Contract.

**ARTICLE 37
INCORPORATION OF CONTRACT DOCUMENTS**

The Contract between County and Contractor shall consist of this document and all exhibits referenced herein, the Request for Proposal and the Contractors' Response to the Request for Proposal. If the documents are in conflict, the order of precedence shall be as follows: Pre-Event Contract for Disaster Debris Management Services with Exhibits, Request for Proposals for Disaster Debris Management and Removal Services, then the Contractor's Response to the Request for Proposals. None of the provisions, terms and conditions contained in this Contract may be added to, deleted from, modified, superseded or otherwise changed, except by written instrument executed by the parties hereto.

**ARTICLE 38
AMENDMENTS**

This Contract may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

**ARTICLE 39
ARBITRATION**

Any controversy or claim or dispute arising out of, or relating to this Contract, or its breach, venue for any and all disputes shall be Lee County, North Carolina. This agreement shall be governed by the laws of North Carolina.

**ARTICLE 40
NOTICES**

Any communications to be given hereunder by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested as follows:

Point of Contact for Lee County:

Joseph T. Cherry, Solid Waste Superintendent
Lee County Department of General Services
805 S. Fifth Street
Sanford, NC 27330
919-718-4622 ext. 5381
Email: joseph.cherry@leecountync.gov

Point of Contact for Contractor:

Michelle Kentula, Contracts Administrator
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, FL 34240
941-402-1147

Email: michelle.kentula@ceresenv.com

(Or such other person or address as Contractor shall have designated by due notice to County).

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated five (5) days after deposit in the mail, postage prepaid, certified, in accordance with this Section.

**ARTICLE 41
NON-WAIVER**

Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.

**ARTICLE 42
GOVERNING LAW**

The validity, interpretation and performance of this Contract and of its provisions shall be governed by the laws of the State of North Carolina.

**ARTICLE 43
COUNTY POLICY**

The County of Lee opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their workforce and subcontractors and vendors under County contracts.

**ARTICLE 44
EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Contractor agrees as follows:

- 44.1 The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education

Amendments of 1972, the Age Act of 1975, and CERES agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

- 44.2 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions.
- 44.3 The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or handicap.
- 44.4 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 44.5 The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 44.6 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders
- 44.7 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 44.8 The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

ARTICLE 45 JOINT RESOLUTION JURISDICTION

Nothing herein shall prohibit this Contract from being utilized for performance of disaster related activities by any political subdivision within the State of North Carolina.

ARTICLE 46 HAZARD MITIGATION GRANT INCENTIVE

The County agrees to allow the Contractor to complete any hazard mitigation projects for which the Contractor has secured funding.

ARTICLE 47 FEDERAL CLAUSES

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to said Contract. This Section identifies the federal requirements that may be applicable to said Contract. The Contractor will be responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for Federal awards (Uniform Rules) codified at 2CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any subagreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

47.1 Rights to inventions made under a contract or agreement.

- (1) Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- (2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- (3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

47.2 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (1) In accordance with 2 C.F.R. § 200.321, the Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps for the prime contractor to take regarding subcontractors must include:
 - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (3) Contractor shall sign the Statement of Compliance – Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

47.3 Debarment and Suspension:

The County and the Contractor are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension).

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Contractor. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, sub-part C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

47.4 Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient. Contractor shall sign the Byrd Anti Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements form.

47.5 DHS Seal, Logo, and Flags

The contractor shall not use the Department Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

47.6 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

47.7 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

47.8 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

47.9 Procurement of Recovered Materials

The County and the Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>."

47.10 FEMA Requirements

47.10.1 Change or Modification.

To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Contractor shall comply with the following:

CHANGE IN THE WORK OR TERMS OF THE PROJECT DOCUMENTS

- (1) Without invalidating the contract, the County reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Field Orders or Change Orders.
- (2) The Contract Administrator shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.

- (3) Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the County's Procurement Code, as amended from time to time.

47.10.2 Access to Records

- (1) All contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DRS Standard Terms and Conditions, v 3.0, if XXVI (2013).
- (2) The contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (4) The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

47.11 Contract Work Hours and Safety Standards Act

- A. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- B. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- C. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- D. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working

conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- E. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.
- (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

47.12 Clean Air and Federal Water Pollution Control Act

Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

47.12.1 Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

47.12.2 Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

COUNTY OF LEE

By: _____ (SEAL)
Amy Dalrymple, Chairman
Lee County Board of Commissioners

ATTEST:

By: _____
Jennifer Gamble
Clerk to the Board of Commissioners

CERES ENVIRONMENTAL SERVICES, INC.

By: _____ (SEAL)
Tia Laurie, Director of Administration

ATTEST:

By: _____

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

Lisa G. Minter

Date: _____

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 an 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, 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 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. 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, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES, WOMEN'S
BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

The undersigned CONTRACTOR hereby swears under penalty of perjury that CONTRACTOR took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Dated _____, 20____

Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20____.

(NOTARY SEAL)

(Signature)

(Print Name)

(Title)

My commission expires: _____



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. Q.

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

MEETING DATE: August 19, 2019

SUBJECT: Consideration of Reappointment of Charity Dodson to the Board of Health

DEPARTMENT: Governing Body

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

TYPE: ☐ Consent Agenda ☒ Action Item ☐ Public Hearing ☐ Information

REQUEST	Consider application from Charity Dodson for reappointment to the Board of Health.
BUDGET IMPACT	N/A
ATTACHMENTS	Copy of Application from Charity Dodson provided to the Board under a separate cover.
PRIOR BOARD ACTION	Previously appointed to the Board of Health
RECOMMENDATION	Pleasure of the Board.
SUMMARY	

Charity Dodson was initially appointed to the Board of Health in June 2013 and subsequently reappointed in June 2016. She has served as a Pharmacist representative on the Board of Health. Members can serve three three year terms.



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
III. A.

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

MEETING DATE: August 19, 2019

SUBJECT: Proclamation celebrating Lee County Parks & Recreation 8U All-Stars Softball Team for their SWAC State Championship Win

DEPARTMENT: Parks & Recreation

CONTACT PERSON: John Payne

TYPE: ☐ Consent Agenda ☒ Action Item ☐ Public Hearing ☐ Information

REQUEST	Approve proclamation declaring August 19 – 25, 2019 Lee County Parks & Recreation 8-and-Under All-Stars Youth Softball Team Week
BUDGET IMPACT	None
ATTACHMENTS	None
PRIOR BOARD ACTION	None
RECOMMENDATION	Approve proclamation declaring August 19-25, 2019 Lee County Parks and Recreation 8-and-Under All-Stars Youth Softball Team Week.
SUMMARY	

The Lee County Parks & Recreation 8U All-Stars Softball Team won the 2019 SWAC 8U State Championship in Tarboro, NC on July 21st. This is the first SWAC state championship win for a Lee County 8U Softball Team. The team was undefeated in the tournament and would like the proclamation to celebrate their championship win and also all of their hard work and dedication throughout their season.



PROCLAMATION

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

WHEREAS, the 8U All-Stars won the 2019 SWAC 8U State Championship in Tarboro, NC with wins over Onslow County, Tar River, and Williamston; and,

WHEREAS, under the leadership and guidance of Head Coach Jeremy Isom and Assistant Coaches Jacob Dixon, Josh Thomas, and Cathy Isom, the team was able to go undefeated with victories over Onslow, Williamston and Tar River to advance to and win the championship game against Williamston; and,

WHEREAS, the Lee County Board of Commissioners recognizes the LCPR 8U All-Stars Youth Softball Team members Victoria Thomas, Laurel Isom, Kinsley Pugh, Karter Dixon, Izzabella Jordan, Joynette Sanchez, Jaycie Rader, Lilly-Ann Walters, Savannah Gornto, Ashanti Frazier, Aubrey Gunter and Jaelynn Barnes for the accomplishments they demonstrated over the past several months and for their commitment, perseverance and love of the sport of softball; and,

WHEREAS, the 8U All-Stars represented Lee County admirably in the 2019 SWAC State Tournament to close out a remarkable 2019 softball season.

NOW, THEREFORE BE IT RESOLVED, that the Lee County Board of Commissioners proclaim August 19 – 25, 2019 as *Lee County Parks & Recreation 8-and-Under All-Stars Youth Softball Team Week* in Lee County, North Carolina and call upon residents to observe this week recognizing and celebrating the Team and their contributions to and successes shared with the Lee County community.

Dated this the ____ day of August, 2019

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
IV. A.

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

MEETING DATE: August 19, 2019

SUBJECT: Zoning Map Amendment (Rezoning) Request for 10.4 Acres off of Eakes Road

DEPARTMENT: Sanford / Lee County Community Development

CONTACT PERSON: Amy J. McNeill, Zoning Administrator

TYPE: ☐ Consent Agenda ☐ Action Item ☒ Public Hearing ☐ Information

REQUEST	Joint Public Hearing with the Planning Board for a Rezoning Request for 10.4 acres off of Eakes Road.
BUDGET IMPACT	N/A
ATTACHMENTS	Zoning Map Amendment (Rezoning) Application and Staff Report
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Hold a joint public hearing and forward to the Planning Board for their consideration and recommendation.
SUMMARY	

Application by Dowell and Patti Eakes to rezone three adjoining tracts of land totaling 10.4 ± acres off of Eakes Road, located between 355 Eakes Road and 97 Whitney Lane, from Residential Agricultural (RA) to Residential Restricted (RR). Tract 1 is a 2.5± acre vacant lot identified as Tax Parcel 9529-94-0172-00. Tract 2 is a 3.1± acre vacant lot identified as Tax Parcel 9529-84-8192-00. Tract 3 is a 4.8± acre vacant lot identified as Tax Parcel 9529-93-0720-00. All parcels are depicted on Lee County Tax Map 9529.04, and are illustrated on a 2003 plat, labeled Property of Dowell G. Eakes and wife, Patti S. Eakes recorded in Plat Cabinet 2003, Slide 30F of the Lee County Register of Deeds Office.

Zoning Map Amendment (Rezoning) Application

Circle Jurisdiction That Applies:

City of Sanford

Lee County

Town of Broadway

1. Applicant Name: Dowell G. Eakes and Patti S. Eakes
2. Applicant Address: 333 Eakes Road, Sanford, NC 27332
3. Applicant Telephone: dgeakes@gmail.com
4. Name and Address of Property Owner(s) if different than applicant: (same)
5. Location of Subject Property: Off of Eakes Road, between 355 Eakes Road and 97 Whitney Lane.
All lots are vacant with two lots having frontage on Eakes Road and an adjoining lot to the rear.
Lee Co. P.I.Ns : 9529-94-0172-00, 9529-84-8192-00, and 9529-93-0720-00
6. Total Area included in Rezoning Request: 2.5 + 3.1 + 4.8 = 10.4 +/- total Acres
7. Zoning Classification: Current: Residential Agricultural (RA) Requested: Residential Restricted (RR)
8. Existing Land Use(s): Vacant and wooded.
9. Reason(s) for Requesting a Zoning Map Amendment (Rezoning): We would like to request that the subject property be rezoned to Residential Restricted (RR) because we plan to subdivide the property in the future and would like to prohibit the development of the lots with mobile/manufactured homes (trailers). RR zoning does not allow mobile/manufactured homes (trailers); therefore, we feel that this is a much more effective means of regulating the development of the property than using only deed restrictions. This would also help to protect our property value and the neighbor's property values.
10. Signature(s) of Applicant (and Property Owners if different from Applicant).

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

Dowell G. Eakes
Patti S. Eakes
Signature of Property Owner(s) (Sign & Print)

8-8-19
8-8-19
Date

Required Attachments/Submittals

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

STAFF USE ONLY

Date Received: 2019-08-08

Fee Paid: \$500.00

Application No. 2019-0801

Staff Signature: ALYN HENNEL

Energov Case No. 2019-000765-2019

**LEE COUNTY
BOARD OF COMMISSIONERS AND PLANNING BOARD
PUBLIC HEARING INFORMATION
AUGUST 19, 2019**

APPLICATION# 2019-0801 TO AMEND THE LEE COUNTY ZONING MAP

Applicants/Owners: Dowell G. and Patti S. Eakes
Request: Rezone from Residential Agricultural (RA) to Residential Restricted (RR)
Location: Off of Eakes Road, between 355 Eakes Road and 97 Whitney Lane
Township: Greenwood
Tax Parcels: 9529-94-0172-00, 9529-84-8192-00, and 9529-93-0720-00
Adjacent Zoning: North: Residential Restricted (RR), opposite Eakes Road
South: Residential Agricultural (RA)
East: Residential Agricultural (RA)
West: Residential Agricultural (RA)

Introduction: Planning staff has received a rezoning application from Dowell and Patti Eakes as the first step in possibly marketing approximately 10 acres of land off of Eakes Road for residential development. The intent is to rezone the land to Residential Restricted (RR) to ensure that no manufactured/mobile homes (commonly referred to as “trailers”) may be placed on the property when/if it is sold to a developer or individual property owner. The Eakes reside on the adjoining property to the south, have lived in the area for a long time, and would like to protect both their and the neighbor’s property values and yet be able to sell some of their land. They feel that rezoning is a more effective means of controlling the future development of the property than private covenants & restrictions, which may be removed or altered by future developers and/or property owners; therefore, they have submitting this rezoning request for your consideration.

Site and Area Description:

The site is located in southwestern Lee County, south of US Hwy 15/501 and west of US Hwy 1, off of Eakes Road. Quail Ridge Subdivision, a single-family home residential community (with the exception of a couple of duplexes and triplexes) that surrounds Quail Ridge Golf Course, is located on the opposite side of Eakes Road. The other area surrounding the site is either developed with single-family homes or wooded/vacant.

Surrounding Land Uses: To the north are single-family homes within the Quail Ridge Subdivision (384 and 390 Eakes Road). To the south is the Eake’s home / Eakes Land Surveying and 40 acres that is a combination of a tree farm and a field utilized by the Sanford Model Airplane Club. To the east is a single-family house (355 Eakes Road) and a City of Sanford water tower. To the west is two single-family houses (97 and 105 Whitney Lane) and vacant land.

Zoning District Information

Existing Zoning: The subject property is currently zoned Residential Agricultural (RA) zoning district, which 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 churches, schools, animal and crop production, forestry, stables and riding academies, and in-home daycares for children & adults. 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 Residential Restricted (RR) 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 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, modular, and manufactured/mobile), churches, animal and crop production, forestry, stables/riding academies, and 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.)

In summary, the main differences in RA vs. RR zoning are that RR does not allow manufactured/mobile homes, the lot size requirement is 30,000sf instead of 40,000sf, and the minimum lot depth is 125ft instead of 150ft. Since any development at this location will require the installation of private septic systems (including drain lines and repair areas), this will be the primary factor in determining the actual lot size, but it cannot be smaller than allowed per the zoning district.

Overlay Districts & Area Plans

Plan SanLee Land Use Plan- Long Range Plan

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

- agricultural and undeveloped lands outside the Urban Service Area
- preservation of the country’s agricultural heritage encouraged
- conservation and maintenance of rural lifestyle supported
- limited residential density

Land use designations include schools, churches, single-family detached dwellings, farmland, forests, and conservation land. Forms of transportation include automobiles that share the roads with agricultural

activity (with vehicular connectivity encouraged in new development) and pedestrians walking & bicycling on off-street trails. The zoning districts are Residential Agricultural (RA) and Residential Restricted (RR). The maximum development density is one dwelling unit per two acres with deep building setbacks and a 35ft height limit. Utility infrastructure is well water and on-site wastewater disposal. The features character is two-lane rural highways, dispersed development pattern, and agricultural fields & forests.

Watershed Conservation Overlay District: The subject property is located within our Watershed Conservation Overlay District, specifically the Little River/Lee County Watershed Protected Area. A watershed is a basin-like landform delineated by ridgelines that descend into lower elevations that carries rain water from the land into soils, ground waters, creeks, and streams, eventually making its way to larger rivers and the ocean. Development within this area is allowed, but there are maximum density and built upon area requirements designed to ensure the health of the watershed. Any/all future proposed subdivisions and development must comply with the UDO watershed regulations.

Greenwood Small Area Plan: The subject property is included within the study area for the 2005 Greenwood Small Area Plan, which represents the community's vision for the future of this area and establishes goals and strategies for managing growth and preserving the rural setting. The goals include:

- growth/development that does not overburden road schools, utilities, or emergency services
- balance tax base that allows tax rates to remain low
- protecting the rights of individual property owners
- preserving low-density, quiet rural neighborhoods
- concentration of higher-density growth in planned, mixed-use employment & residential centers
- preservation of forests, open space, and farmland
- a system of parks and greenways
- sign, building, and landscaping design standards that maintain the rural character of the neighborhood
- protection of natural habitat and water quality
- land uses which are appropriate for the area and are compatible with the desires of the local community

Local Overlay District Notes: Per GIS, the subject property is not located within an established floodplain, there are no mapped wetland areas or streams, and it is not located within a historic district.

Sanford, Lee County and Broadway do not have local grading permits and rely on the NC Department of Environmental Quality to regulate land-disturbing activities. For questions or concerns regarding land disturbing activities, contact the NC Division of Energy, Mineral, and Land Resources Sediment Program at 1612 Mail Service Center, Raleigh, NC 27699-1612 or call 919-707-9220 or visit the NCDEQ website at <http://deq.nc.gov>.

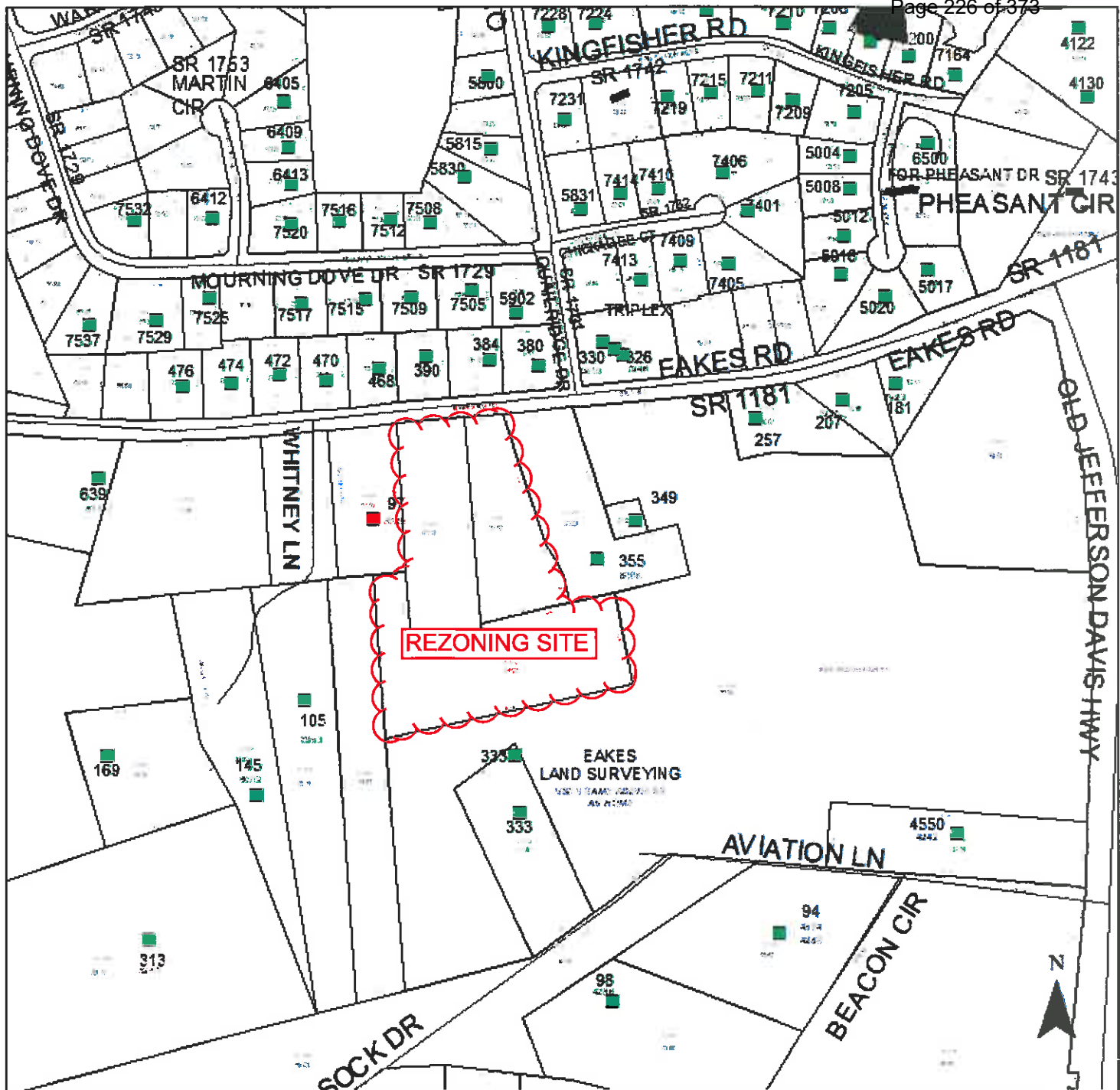
Utilities: The subject property appears to have access to public water via a 12-inch public water main that runs parallel to Eakes Road. Given it's location in rural Lee County, the subject property does not have access to public sanitary sewer; therefore any/all future development must be served by private septic systems and approved by the Lee County Environmental Health Department and/or a Soil Scientist licensed to practice in North Carolina and must comply with all applicable regulations.

Transportation: The site has approximately 314ft of road frontage on Eakes Road (SR1181), a NCDOT maintained public highway with a 60ft right-of-way. There is a 2010 traffic count of 520 vehicles per day on Eakes Road approximately 1,300ft east of the site near a house addressed as 181 Eakes Road. There is a 2013 traffic count of 140 vehicles per day approximately 300ft northeast of the site on Quail Ridge Drive near a house addressed at 5902 Quail Ridge Drive.

Development Standards: If rezoned, all of the uses permitted in the Residential Restricted (RR) 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.

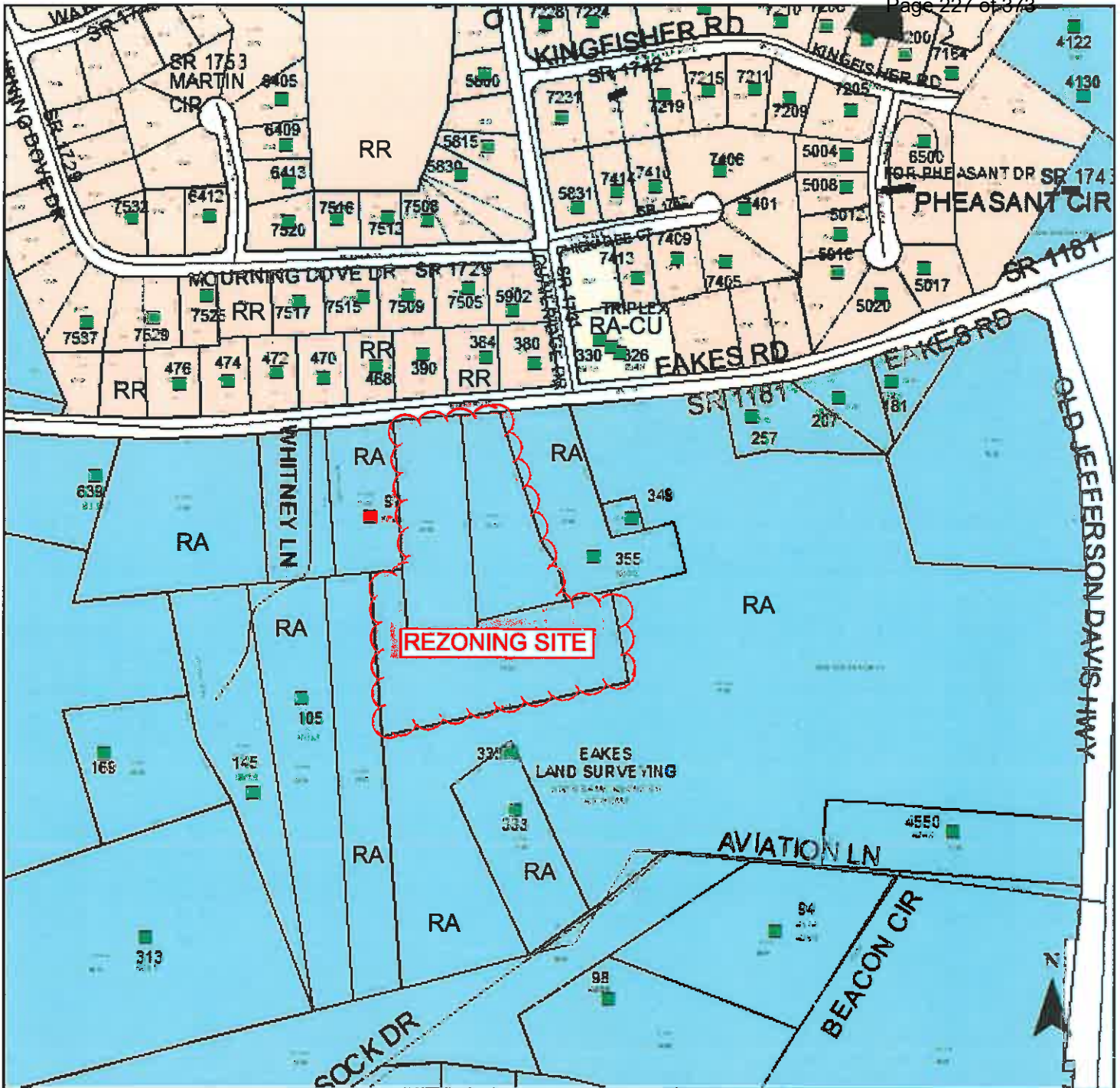
Staff Information Regarding a Recommendation from the Planning Board: The recommendation from the Planning Board should include language describing whether or not the action is consistent with adopted plans and other matters as deemed appropriate by the board. The board may also include language briefly explaining why it considers the recommendation to be reasonable and in the public interest.

Staff Recommendation: Staff recommends that the Boards support this request. In making this recommendation, staff finds that the rezoning proposal from Residential Agricultural (RA) to Residential Restricted (RR) appears to be in keeping with the land uses described in long range plan by allowing detached single-family dwellings (site built or modular), preserving a rural lifestyle with limited residential density by requiring a minimum lot size of 30,000sf, with proposed utility infrastructure of well water and on-site wastewater disposal, the site being currently accessed via a two-lane rural highway with a dispersed development pattern, and nearby wooded areas. Also, this request appears to be reasonable and in the public interest based upon the proximity of the site to other existing RR zoning (opposite Eakes Road, within the Quail Ridge Subdivision) and its location along a publicly-maintained roadway with existing public water.



**REZONING APPLICATION 2019-0801: Application by Dowell & Patti Eakes
 to rezone three tracts of land totaling 10.4 +/- acres
 off of Eakes Road from RA to RR.**

This is a graphic illustration and not a legal document.



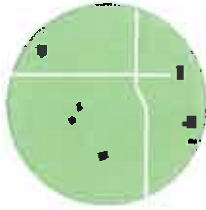
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**REZONING APPLICATION 2019-0801: Application by Dowell & Patti Eakes
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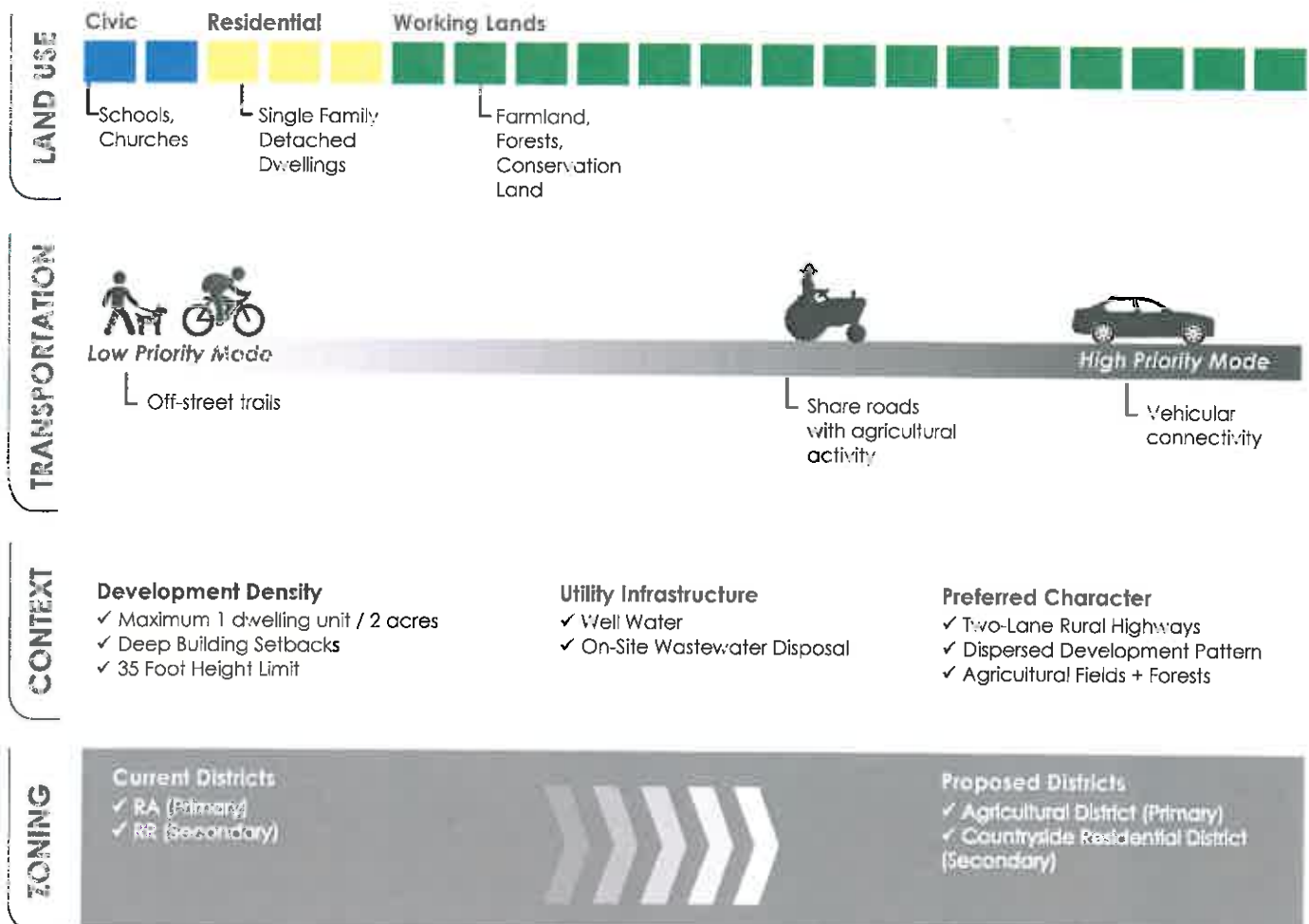
This is a graphic illustration and not a legal document.



COUNTRYSIDE

- ✓ Agricultural and undeveloped lands outside the Urban Service Areas
- ✓ Preservation of county's agricultural heritage encouraged
- ✓ Conservation and maintenance of rural lifestyle supported
- ✓ Limited residential density

Local Example - Avents Ferry Road Corridor in northeast Lee County



RA, RESIDENTIAL AGRICULTURAL ZONING DISTRICT

This list was created by Sanford/Lee County Planning & Development staff as a summary of the permitted land uses within a specific zoning district and is intended for general informational purposes. Staff makes every effort to ensure that the information provided is accurate and up-to-date; however, it is recommended that you verify with Planning & Development staff that the proposed use is permitted within the specific zoning district and discuss any/all development requirements prior to pursuing a project. This information is applicable for the jurisdictions of the City of Sanford, Lee County, and the Town of Broadway in North Carolina.

USES PERMITTED BY RIGHT

The uses listed below are permitted by right, subject to any/all other applicable standards of the Unified Development Ordinance (for example, parking requirements).

<u>Accessory Uses</u>
Accessory uses (See Section 5.1)
<u>Residential Uses</u>
Dwelling, Duplex (two-family dwelling)
Dwelling, Modular home
Dwelling, Single-family detached
<u>General Sales or Service</u>
Repair of any goods, equipment or vehicles, the manufacture, assembly or sales of which are permitted in that zoning district
<u>Industrial & Manufacturing Uses</u>
Pottery Manufacturing & Sales
<u>Arts, Recreation & Entertainment</u>
Botanical garden & arboreta
Parks, playgrounds, and athletic fields operated on a noncommercial basis
<u>Education, Public Administration, Health Care, and Institutional</u>
Religious Complex (less than 350 seats), new site
Religious Complex (any size), addition to existing complex/site
Schools, Pre-K – Secondary (nursery and preschool, grade schools, elementary, middle, and high school), addition to existing site
<u>Transportation, Communication, and Utilities</u>
Utility lines (including electric lines, phone/cable lines, distribution circuits, gas/fuel lines, water lines, steam/air conditioning lines, irrigation channels, and sewer/waste water lines)
<u>Agriculture</u>
Animal Production and Support Services, (unincorporated Lee County)
Crop Production and Support Functions, (unincorporated Lee County)
Crop Production and Support Functions, (Sanford and Broadway)
Forestry and Logging and Support Services, (Unincorporated Lee County)
Livestock sales and markets

USES PERMITTED WITH DEVELOPMENT REGULATIONS

The uses listed below may either be permitted by right or upon approval of a Special Use Permit, but are also subject to the requirements of Article 5 Supplemental Development Regulations of the Unified Development Ordinance (for example, daycares are required to install a fence around outdoor play areas).

<u>Residential Uses</u>
Accessory Dwellings (See Section 10.4)
Dwelling, Manufactured home, Class A Unincorporated Lee County and Town of Broadway only (See Section 10.5)
Dwelling, Manufactured home, Class B Unincorporated Lee County only (See Section 10.5)
Home Occupations (See Section 5.16)
Manufactured Home for Hardship Unincorporated Lee County only (See Section 10.6)
Travel Trailer / Recreational Vehicle / Motor Home / Camper, to be used as a Temporary Residence, Unincorporated Lee County and ETJ areas of Sanford and Town of Broadway (See Section 5.34.2.9)
<u>Accommodations and Group Living</u>
Bed & breakfast inn (See Section 5.4)
Family Care Homes (See NCGS 168-21) (See Section 5.12)
<u>Industrial & Manufacturing Uses</u>
Landfills, LCID (2 acres or less in size) (See Section 5.19)
<u>Art, Recreation & Entertainment</u>
Stables/Riding Academies
Stable, Accessory to Dwelling
<u>Education, Public Administration, Health Care, and Institutional</u>
Cemeteries, public and private (does not include individual family plots (See Section 5.6)
Day Care facility, Home Child Care (See Section 5.10)
<u>Transportation, Communication, and Utilities</u>
Solar Collectors, Residential (See Section 5.40)

USES PERMITTED UPON ISSUANCE OF A SPECIAL USE PERMIT

The uses listed below are permitted in the respective zoning district only after review and approval of a Special Use Permit by the Board of Adjustment for the applicable jurisdiction in accordance with Article 3 Zoning and Permitting Procedures, Section 3.5 Special Use Permits of the Unified Development Ordinance. Special uses are subject to any/all applicable general design standards, any development regulations that apply to the specific use and those requirements that may reasonably be imposed by the respective board as per the Unified Development Ordinance.

<u>Accommodations and Group Living</u>
Dormitories for the students of colleges, commercial schools, staff of hospitals
Nursing, Supervision, Adult Care Homes, Group Care Facilities and other rehabilitative services
<u>General Services</u>

Farm, landscape, and garden supply sales (feed, seed, fertilizer, farm hardware, lawn furniture, mulch, fencing, fountains, statuarys, and other incidental sales of products or related items) - (with indoor storage only)
Farm, landscape, and garden supply sales (feed, seed, fertilizer, farm hardware, lawn furniture, mulch, fencing, fountains, statuarys, and other incidental sales of products or related items) - (with outdoor storage)
<u>Arts, Recreation & Entertainment</u>
Amphitheater
Fitness and recreational sports, gym, health spa, reducing salon, swimming pool/auditorium, racquet club or athletic club (not otherwise listed)
Golf courses, public and private
Golf driving ranges
Hunting and trapping, game retreats, game and fishing preserves
Outdoor stage, bandstand, or similar structure (maximum 3,000 sq. ft.)
Performance Theaters (outdoor)
Performance Theaters or auditoria (indoor)
Recreation activities, commercial indoor, not otherwise listed
Sports stadiums or arenas
Studios for artists, designers, musicians, photographers, sculptors, woodworking (not as home occupation)
Zoos
<u>Education, Public Administration, Health Care, and Institutional</u>
Civic, Social, and Fraternal Organizations, including community centers, meeting halls, community halls, reception halls, wedding halls for assembly and recreation
Day care facility, Adult
Fire, sheriff and emergency services
Governmental Functions, not otherwise listed
Libraries
Religious Complex (more than 350 seats), new site
Schools, Continuing Education (alternative, adult colleges and universities, and technical, trade, and other specialty schools)
Schools, Pre-K – Secondary (nursery and preschool, grade schools, elementary, middle, and high school), new site
<u>Transportation, Communication, and Utilities</u>
Airports, Heliports, and Support Establishments
Gas or electric generation distribution facilities, compressor stations, or substations
Sewage treatment and Water treatment plants
<u>Agriculture</u>
Animal Production and Support Services, (Sanford and Broadway)
Forestry and Logging and Support Services, (Sanford and Broadway)

**USES PERMITTED UPON ISSUANCE OF A SPECIAL USE PERMIT
THAT HAVE SPECIFIC DEVELOPMENT REGULATIONS**

The uses listed below are permitted in the respective zoning district only after review and approval of a Special Use Permit by the Board of Adjustment for the applicable jurisdiction in accordance with Article 3 Zoning and Permitting Procedures, Section 3.5 Special Use Permits of the Unified Development Ordinance. In addition to any/all applicable general design standards and those requirements that may reasonably be imposed by the respective board, these uses have specific standards that must be adhered to as per the Unified Development Ordinance (for example, fencing is required around the base of telecommunication towers, including any structures or guy wires).

<u>Residential Uses</u>
Dwelling, Manufactured home, Class A City of Sanford only (See Section 10.5)
Dwelling, Manufactured home, Class B City of Sanford and Town of Broadway only (See 10.5)
Dwelling, Manufactured home, Class C Unincorporated Lee County only (See Section 10.5)
Rural Family Occupation Commercial/Industrial Unincorporated Lee County only (See Section 5.30)
<u>General Services</u>
Animal Hospitals, Veterinary services, Animal Shelters, Kennels/Animal Pet Services (See Section 5.3)
Nurseries and greenhouses, commercial (See Section 5.25)
Rural family occupation – Commercial/Industrial Unincorporated Lee County only (See Section 5.30)
<u>Industrial & Manufacturing Uses</u>
Landfills, C&D or LCID (greater than 2 acres in size) (See Section 5.20)
Mining and Quarries, Unincorporated Lee County and City of Sanford only (See Section 5.23)
Mining and Quarries, EXCEPT Oil and Gas Extraction Town of Broadway (See Section 5.23)
Mining and Quarries, Oil and Gas Extraction Town of Broadway (See Section 5.41)
<u>Arts, Recreation & Entertainment</u>
Campgrounds (See Section 5.29)
Raceways, drag strips (motorized vehicles) (See Section 5.27)
Recreation activities, commercial outdoor (defined in Article 5), not otherwise listed (See Section 5.28)
Travel Trailer Parks (See Section 5.36)
<u>Education, Public Administration, Health Care, and Institutional</u>
Day Care facility, Child Care Center (See Section 5.10)
Day Care facility, Adult (See Section 5.38)
<u>Transportation, Communication, and Utilities</u>
Solar Collectors, Commercial (See Section 5.39)
Telecommunication towers (See Section 5.33)

RR, RESIDENTIAL RESTRICTED ZONING DISTRICT

This list was created by Sanford/Lee County Planning & Development staff as a summary of the permitted land uses within a specific zoning district and is intended for general informational purposes. Staff makes every effort to ensure that the information provided is accurate and up-to-date; however, it is recommended that you verify with Planning & Development staff that the proposed use is permitted within the specific zoning district and discuss any/all development requirements prior to pursuing a project. This information is applicable for the jurisdictions of the City of Sanford, Lee County and the Town of Broadway in North Carolina.

USES PERMITTED BY RIGHT

The uses listed below are permitted by right, subject to any/all other applicable standards of the Unified Development Ordinance (for example, parking requirements).

<u>Accessory Uses</u>
Accessory uses (See Section 5.1)
<u>Residential Uses</u>
Dwelling, Modular home
Dwelling, Single-family detached
<u>Arts, Recreation & Entertainment</u>
Parks, playgrounds, and athletic fields operated on a noncommercial basis
<u>Education, Public Administration, Health Care, and Institutional</u>
Religious Complex (less than 350 seats), new site
Religious Complex (any size), addition to existing complex/site
Schools, Pre-K –Secondary (nursery and preschool, grade schools, elementary, middle, and high school), addition to existing site
<u>Transportation, Communication, and Utilities</u>
Utility lines (including electric lines, phone/cable lines, distribution circuits, gas/fuel lines, water lines, steam/air conditioning lines, irrigation channels, and sewer/waste water lines)
<u>Agriculture</u>
Animal Production and Support Services, (unincorporated Lee County)
Crop Production and Support Functions, (unincorporated Lee County)
Forestry and Logging and Support Services, (unincorporated Lee County)

USES PERMITTED WITH DEVELOPMENT REGULATIONS

The uses listed below may either be permitted by right or upon approval of a Special Use Permit, but are also subject to the requirements of Article 5 Supplemental Development Regulations of the Unified Development Ordinance (for example, daycares are required to install a fence around outdoor play areas).

<u>Residential Uses</u>
Accessory Dwellings (See Section 10.4)
Home Occupations (See Section 5.16)
Travel Trailer / Recreational Vehicle / Motor Home / Camper, to be used as a Temporary

Residence, Unincorporated Lee County and ETJ areas of Sanford and Town of Broadway (See Section 5.34.2.9)
<u>Accommodations and Group Living</u>
Bed & breakfast inn (See Section 5.4)
Family Care Homes (See NCGS 168-21) (See Section 5.12)
<u>Industrial & Manufacturing Uses</u>
Landfills, LCID (2 acres or less in size) (See Section 5.19)
<u>Art, Recreation & Entertainment</u>
Stables/Riding Academies
Stable, Accessory to Dwelling
<u>Education, Public Administration, Health Care, and Institutional</u>
Day Care facility, Home Child Care (See Section 5.10)
<u>Transportation, Communication, and Utilities</u>
Solar Collectors, Residential (See Section 5.40)

USES PERMITTED UPON ISSUANCE OF A SPECIAL USE PERMIT

The uses listed below are permitted in the respective zoning district only after review and approval of a Special Use Permit by the Board of Adjustment for the applicable jurisdiction in accordance with Article 3 Zoning and Permitting Procedures, Section 3.5 Special Use Permits of the Unified Development Ordinance. Special uses are subject to any/all applicable general design standards, any development regulations that apply to the specific use and those requirements that may reasonably be imposed by the respective board as per the Unified Development Ordinance.

<u>Accommodations and Group Living</u>
Dormitories for the students of colleges, commercial schools, staff of hospitals
Nursing, Supervision, Adult Care Homes, Group Care Facilities and other rehabilitative services
<u>Arts, Recreation & Entertainment</u>
Fitness and recreational sports, gym, health spa, reducing salon, swimming pool/auditorium, racquet club or athletic club (not otherwise listed)
Golf courses, public and private
Golf driving ranges
Sports stadiums or arenas
<u>Education, Public Administration, Health Care, and Institutional</u>
Civic, Social, and Fraternal Organizations, including community centers, meeting halls, community halls, reception halls, wedding halls for assembly and recreation
Fire, sheriff, and emergency services
Governmental Functions, not otherwise listed
Libraries
Religious Complex (more than 350 seats), new site
Schools, Continuing Education (alternative, adult colleges and universities, and technical, trade, and other specialty schools)
Schools, Pre-K – Secondary (nursery and preschool, grade schools, elementary, middle, and high school), new site

<u>Transportation, Communication, and Utilities</u>
Sewage treatment and Water treatment plants
<u>Agriculture</u>
Crop Production and Support Functions, (Sanford and Broadway)

**USES PERMITTED UPON ISSUANCE OF A SPECIAL USE PERMIT
THAT HAVE SPECIFIC DEVELOPMENT REGULATIONS**

The uses listed below are permitted in the respective zoning district only after review and approval of a Special Use Permit by the Board of Adjustment for the applicable jurisdiction in accordance with Article 3 Zoning and Permitting Procedures, Section 3.5 Special Use Permits of the Unified Development Ordinance. In addition to any/all applicable general design standards and those requirements that may reasonably be imposed by the respective board, these uses have specific standards that must be adhered to as per the Unified Development Ordinance (for example, fencing is required around the base of telecommunication towers, including any structures or guy wires).

<u>Industrial & Manufacturing Uses</u>
Landfills, C&D or LCID (greater than 2 acres in size) (See Section 5.20)
Mining and Quarries, Unincorporated Lee County and City of Sanford only (See Section 5.23)
<u>Education, Public Administration, Health Care, and Institutional</u>
Cemeteries, public and private (does not include individual family plots) (See Section 5.6)
Day Care facility, Child Care Center (See Section 5.10)
Day care facility, Adult (See Section 5.38)
<u>Transportation, Communication, and Utilities</u>
Solar Collectors, Commercial (See Section 5.39)
Telecommunication towers (See Section 5.33)

ADJOINING PROPERTY OWNERS LIST

PETITION BY: Dowell and Patti Eakes

REQUEST: Rezone 3 vacant adjoining tracts totaling 10.4 ± acres off of Eakes Road from RA to RR

LOCATION: Off of Eakes Road, between 355 Eakes Road and 97 Whitney Lane

PIN: 9529-94-0172-00, 9529-84-8192-00, and 9529-93-0720-00

DATE: 2019-08-09

No.	PIN	PROP ADDR	OWNER 1	OWNER2	M #	MAIL ST	MAILCITY	ST	ZIP
01	9529-94-2168-00	355 EAKES RD	EAKES, KAY CARLYLE (BLANCHARD	-	-	EAKES RD	SANFORD	NC	27332
02	9529-94-4153-00	0 EAKES RD	SANFORD, CITY OF	-	-	PO BOX 3729	SANFORD	NC	27331
03	9529-93-7792-00	0 EAKES RD	EAKES, DOWELL GRAY	EAKES, PATTI ANN STALKER	333	EAKES RD	SANFORD	NC	27332
04	9529-93-1156-00	333 EAKES RD	EAKES, DOWELL GRAY	EAKES, PATTI ANN STALKER	333	EAKES RD	SANFORD	NC	27332
05	9529-83-6387-00	0 EAKES RD	BUTNER, KENNIS WADE	BUTNER, MARY H	97	WHITNEY LANE	SANFORD	NC	27332
06	9529-84-7109-00	97 WHITNEY LANE	BUTNER, KENNIS WADE	BUTNER, MARY H	97	WHITNEY LANE	SANFORD	NC	27332
07	9529-84-7518-00	468 EAKES RD	WALKER, WILFREDO G	WALKER, OFELIA C	468	EAKES RD	SANFORD	NC	27332
08	9529-84-8559-00	390 EAKES RD	WOODY, JEFFREY S	WOODY, PAMELA M	390	EAKES RD	SANFORD	NC	27332
09	9529-94-0610-00	384 EAKES RD	MORGAN, BRANDON L	-	384	EAKES RD	SANFORD	NC	27332
10	9529-94-1671-00	380 EAKES RD	STIEVENART, RICHARD J	STIEVENART, CYNTHIA L	380	EAKES RD	SANFORD	NC	27332
11	APPLICANTS & PROPERTY OWNERS:	-	Dowell G. Eakes	Patti S. Eakes	333	Eakes Road	SANFORD	NC	27332

(0) = Vacant, no addressed structures on the parcel.

ADJACENT PROPERTY OWNERS NOTIFICATION CERTIFICATION

I, Amy J. McNeill, hereby certify that the property owners and adjacent property owners of the following rezoning petitions as indicated on the Lee County Tax Maps were notified by First Class U.S. Mail on Friday, August 9, 2019.

2019-0801

1. Application by Dowell and Patti Eakes to rezone three adjoining tracts of land totaling 10.4 ± acres off of Eakes Road, between 355 Eakes Road and 97 Whitney Lane, from Residential Agricultural (RA) to Residential Restricted (RR). Tract 1 is a 2.5± acre vacant lot identified as Tax Parcel 9529-94-0172-00. Tract 2 is a 3.1± acre vacant lot identified as Tax Parcel 9529-84-8192-00. Tract 3 is a 4.8± acre vacant lot identified as Tax Parcel 9529-93-0720-00. All parcels are depicted on Lee County Tax Map 9529.04, and are illustrated on a 2003 plat, labeled Property of Dowell G. Eakes and wife, Patti S. Eakes recorded in Plat Cabinet 2003, Slide 30F of the Lee County Register of Deeds Office.

Signature: Amy J. McNeill Date: 2019-08-09

Title: Zoning Administrator

Lee County, North Carolina

I, William E. Morgan, a Notary Public for Lee County and State of North Carolina do hereby certify that Amy J. McNeill personally appeared before me on this day and acknowledged the due execution of the foregoing Instrument. Witness my hand and official seal, this the 9th day of August, 2019.

William E. Morgan
Notary Public Signature

My Commission expires MAY 24, 2021 (SEAL)

August 9, 2019

Dear Adjacent Property Owner:

The Zoning Ordinance of Lee County, North Carolina requires that adjacent property owners be notified when a request for a change in zoning classification has been scheduled for a public hearing before the Lee County Planning Board and Board of Commissioners.

LEE COUNTY PUBLIC NOTICE

Notice is hereby given that the Lee County Board of Commissioners and Planning Board will hold a joint public hearing on Monday, August 19, 2019, in the Commissioner's Board Room at the Lee County Government Center, 116 Hillcrest Drive, Sanford, N.C. The Boards will consider one (1) application to amend the Official Zoning Map of Lee County, NC. The hearing will begin at 6:00 p.m. or as soon thereafter as deemed practical by the Board. The proposed rezoning application is described below:

1. Application by Dowell and Patti Eakes to rezone three adjoining tracts of land totaling 10.4 ± acres off of Eakes Road, between 355 Eakes Road and 97 Whitney Lane, from Residential Agricultural (RA) to Residential Restricted (RR). Tract 1 is a 2.5± acre vacant lot identified as Tax Parcel 9529-94-0172-00. Tract 2 is a 3.1± acre vacant lot identified as Tax Parcel 9529-84-8192-00. Tract 3 is a 4.8± acre vacant lot identified as Tax Parcel 9529-93-0720-00. All parcels are depicted on Lee County Tax Map 9529.04, and are illustrated on a 2003 plat, labeled Property of Dowell G. Eakes and wife, Patti S. Eakes recorded in Plat Cabinet 2003, Slide 30F of the Lee County Register of Deeds Office.

The public is cordially invited to attend. Further information may be obtained from the Sanford/Lee County Zoning & Design Review Department, 115 Chatham Street, Suite 1, Sanford, NC 27330 or by calling (919) 718-4656. Upon request and with 24-hour notice, the County will provide an interpreter for the hearing impaired or any other type of auxiliary aid.

Cualquier ciudadano que tenga preguntas o comentarios de las cosas al referido, puede comunicarse a el departamento de desarrollo para Sanford/Condado de Lee, llame al (919) 718-4656.

Please note that staff has been instructed to provide the following general information to adjacent property owners for future reference if/when the site associated with this rezoning request is developed. The City of Sanford, Lee County, and the Town of Broadway do not have local grading permits and rely on the North Carolina Department of Environmental Quality to regulate land disturbing activities. For questions or concerns regarding land disturbing activities, please contact the North Carolina Division of Energy, Mineral, and Land Resources Sediment Program at 1612 Mail Service Center, Raleigh, NC 27699-1612 or call 919-707-9220 or visit the NCDEQ website at <http://deq.nc.gov>.

Attachment: GIS Site Map

LEE COUNTY PUBLIC NOTICE

Notice is hereby given that the Lee County Board of Commissioners and Planning Board will hold a joint public hearing on Monday, August 19, 2019 in the Commissioner's Board Room at the Lee County Government Center, 116 Hillcrest Drive, Sanford, N.C. The Boards will consider one (1) application to amend the Official Zoning Map of Lee County, NC. The hearing will begin at 6:00 p.m. or as soon thereafter as deemed practical by the Board. The proposed rezoning application is described below:

1. Application by Dowell and Patti Eakes to rezone three adjoining tracts of land totaling 10.4 ± acres off of Eakes Road, between 355 Eakes Road and 97 Whitney Lane, from Residential Agricultural (RA) to Residential Restricted (RR). Tract 1 is a 2.5± acre vacant lot identified as Tax Parcel 9529-94-0172-00. Tract 2 is a 3.1± acre vacant lot identified as Tax Parcel 9529-84-8192-00. Tract 3 is a 4.8± acre vacant lot identified as Tax Parcel 9529-93-0720-00. All parcels are depicted on Lee County Tax Map 9529.04, and are illustrated on a 2003 plat, labeled Property of Dowell G. Eakes and wife, Patti S. Eakes recorded in Plat Cabinet 2003, Slide 30F of the Lee County Register of Deeds Office.

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Cualquier ciudadano que tenga preguntas o comentarios de las cosas al referido, puede comunicarse a el departamento de desarrollo para Sanford/Condado de Lee, llame al (919) 718-4656.

By Jennifer Gamble, Clerk
Lee County Board of Commissioners

Please publish in the Legal Notices Section of the Sanford Herald on Friday, August 2, 2019 and on Friday, August 9, 2019. If you have any questions regarding this notice, please call Amy McNeill at 718-4656, ext. 5397. Please reference this account number (30031885) on the invoice and refer to as City of Sanford Zoning Notice.

Please send publisher's affidavit to the Community Development Office, P.O. Box 3729, Sanford, NC, and attention: Angela Baker.

Thank you.



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
IV. B.

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

MEETING DATE: August 19, 2019

SUBJECT: UDO Text Amendment to Update the City of Sanford's Public Works Director Certificate

DEPARTMENT: Sanford / Lee County Community Development

CONTACT PERSON: Amy J. McNeill, Zoning Administrator

TYPE: ☐ Consent Agenda ☐ Action Item ☒ Public Hearing ☐ Information

REQUEST	Joint Public Hearing with the Planning Board for a proposed UDO text amendment to update the City of Sanford's Public Works Director Certificate
BUDGET IMPACT	N/A
ATTACHMENTS	UDO Text Amendment Memorandum
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Hold a joint public hearing and forward to the Planning Board for their consideration and recommendation.
SUMMARY	

Consideration of a text amendment to the jointly adopted City of Sanford/Lee County/Town of Broadway Unified Development Ordinance (UDO), Appendix B Specifications of Forms to be Submitted, B-4 Subdivision Plats, to revise the Public Works Certificate.



MEMORANDUM

TO: Lee County Board of Commissioners
Lee County Planning Board
John Crumpton, Lee County Manager

FROM: Amy J. McNeill, Zoning Administrator

DATE: August 19, 2019

REF: UDO Text Amendment Revising the Public Works Certificate on Subdivision Plats
Public Hearing – One Amendment

As per the request of the City of Sanford Public Works Director, Vic Czar, the language in the Public Works Certificate that is on final subdivision plats within the jurisdictions of Sanford and Broadway is proposed to be revised to replace the vague reference of the City/Town accepting “streets, utilities, and other required public improvements” with the more specific reference of the City/Town accepting “public water, sewer and/or streets”. The rationale for this revision is to clarify specifically what improvements the City of Sanford and the Town of Broadway will be responsible for maintaining within a subdivision. The certificate for Lee County already has the proper language.

PROPOSED AMENDMENT to Appendix B. Specifications for Forms to be Submitted

Draft language for consideration of amending **Appendix B. Specifications for Forms to be Submitted, B-4 Subdivision Plats, (d) Requirements for a Final Plat, (16)** to revise the wording as follows:

Current UDO

(c.1) CERTIFICATE OF APPROVAL OF DESIGN AND INSTALLATION OF STREETS, UTILITIES AND OTHER REQUIRED PUBLIC IMPROVEMENTS.

(Use for City of Sanford/Town of Broadway only, if applicable)

I hereby certify that all streets, utilities and other required public improvements have been installed in an acceptable manner and according to the (City/Town) specifications and standards in the _____ Subdivision or that a guarantee of the installation of the required improvements in an amount or manner satisfactory to the (City of Sanford/Town of Broadway) has been received.

Director of Public Works

Date

Proposed Changes

(c.1) CERTIFICATE OF APPROVAL OF DESIGN AND INSTALLATION OF **PUBLIC WATER, SEWER AND/OR STREETS.**

(Use for City of Sanford/Town of Broadway only, if applicable)

I hereby certify that all **public water, sewer, and streets (where applicable)** have been installed in an acceptable manner and according to the (City/Town) specifications and standards in the _____ Subdivision or that a guarantee of the installation of the required improvements in an amount or manner satisfactory to the (City/Town) has been received.

Director of Public Works

Date



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
IV. C.

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

MEETING DATE: August 19, 2019

SUBJECT: Joint Public Hearing regarding proposed amendment to the Unified Development Ordinance to create new airport density overlay district and to consider zoning amendment to the Official Zoning Map to apply new airport density overlay district.

DEPARTMENT: Sanford/Lee County Planning and Development

CONTACT PERSON: Marshall Downey, Planning Director

TYPE: ☐ Consent Agenda ☐ Action Item ☒ Public Hearing ☐ Information

REQUEST	Joint Public Hearing with the Lee County Planning Board regarding proposed amendment to the Unified Development Ordinance to create new airport density overlay district and to consider zoning amendment to the Official Zoning Map to apply new airport density overlay district
BUDGET IMPACT	None
ATTACHMENTS	Memorandum and information from Marshall Downey, Planning Director
PRIOR BOARD ACTION	n/a
RECOMMENDATION	Conduct joint public hearing and forward to Planning Board for their consideration and recommendation.
SUMMARY	

Planning staff worked with the executive board and staff of the Raleigh Exec Jetport regional airport regarding the need for updated zoning rules in and around the airport due to concern about the ever-increasing market for residential development and the need to create zoning rules around the airport to discourage higher density neighborhoods and subdivisions.

Planning staff is proposing a new set of rules that would create a new overlay zoning district around the airport that would set a density limit of one unit per five acres for those properties located within this new zone. The majority of the area in this new boundary is currently zoned RA which is intended for agricultural and single-family residential and allows a density of one unit per 0.92 acre (40,000 square feet). The new rules also include an exception under the UDO's current definition of a minor subdivision. Under this exception, a property owner can create (a) up to six (6) lots if he/she has frontage on an existing public road or (b) up to three (3) lots of on a private easement that connects to a public road. As a result, current property owners would be allowed to create a few lots at the current RA zoning density of one acre.



MEMORANDUM

TO: Lee County Board of Commissioners
Lee County Planning Board
Dr. John Crumpton, Lee County Manager

FROM: Marshall Downey, Planning Director

DATE: August 19, 2019

REF: Joint Public hearing for consideration of (a) a proposed amendment to the UDO and for (b) the application of a new overlay zoning district in regards to the Raleigh Exec Jetport regional airport.

During the development and public input of our recently adopted *PlanSanLee* comprehensive land use plan, Planning staff worked with the executive board of the Raleigh Exec Jetport regional airport. Coincidentally, the Jetport board and staff was also in the midst of a master planning process as well. After some discussion about current zoning rules in and around the airport, the Jetport board expressed concern about encroachment of development. More specifically, was the concern about the ever-increasing market for residential development and the need to create zoning rules around the airport to discourage higher density neighborhoods and subdivisions.

As such, Planning staff drafted a new set of rules that focused on a new overlay that would set a density limit of one unit per five acres for those properties located within this new zone. The majority of the area in this new boundary is currently zoned RA which is intended for agricultural and single-family residential with a density of one unit per 0.92 acre (40,000 square feet). The proposed new rule would require a new residential lot to be a minimum of five acres.

Staff conducted a public input meeting in August of 2018 at the airport and met with approximately 30-40 affected property owners. The primary concern expressed by the majority of attendees was that the new rules did not allow for the creation 1-2 lots for children or other family members. Most were fine with new rules to prevent large subdivisions, but did want some flexibility to create lots for family members that were one acre vs. the proposed five acres. The other concern expressed was what was planned for the airport as well as issues not related to the zoning change (stormwater/drainage/flooding, being promised county water in the past). Mr. Bob Heuts, Airport Director, was available to discuss all issues specific to the airport.

As a result of this first public input, Planning staff revised the proposed amendment to include an exception. Under the UDO's current definition of a minor subdivision, a property owner can create (a) up to six (6) lots if he/she has frontage on an existing public road or (b) up to three (3) lots of on a private easement that connects to a public road. Using this "minor subdivision" definition as the basis for a new exception, current property owners would be allowed to create a few lots at the current RA zoning density of one acre. This would assist in allowing a property owner to create lots for family members or to simply sell a few lots. However, this would not allow a developer or property owner to create a larger residential subdivision. Again, the intent is to prevent encroachment of higher density around the airport and staff believes this is a good compromise.

This revised amendment was presented at a second public input meeting at the airport in April 2019. Staff met with approximately 15-20 property owners and described the new minor subdivision exception. Most of the attendees at this second hearing appeared to be more focus on the airport's future development and issues other than the proposed zoning changes. Again, Mr. Heuts was in attendance and assisted in addressing airport issues.

Attached is the draft amendment for discussion at tonight's public hearing.

4.13 SANFORD/LEE COUNTY REGIONAL AIRPORT OVERLAY (AOD) DISTRICT.

4.13.1 PURPOSE.

This district is established to prevent the creation or establishment of obstructions or land uses that are hazards to air navigation, thereby protecting the lives and property of the users of the Sanford-Lee County Regional Airport more commonly known as the "Raleigh Executive Jctport", the property and occupants of land in the vicinity and the public investment in the airport. This district is further intended to provide for the safe landing, take-off, and maneuvering of aircraft in accordance with Federal Aviation Administration (FAA) standards. The provisions of this section are authorized by NCGS §§ 63-30 to 63-37.1.

It is hereby found that an airport hazard endangers the lives and property of uses of the Sanford-Lee County Regional Airport, and property or occupants of land in its vicinity, and also if the obstruction type in effect reduces the size of the available for landing, takeoff, and maneuvering of aircraft, thus tending to destroy or impair the utility of the new Sanford-Lee County Regional Airport and the public investment therein. Accordingly, it is declared:

(1) that the creation or establishment of an airport hazard is a public nuisance and an injury to the region served by the new Sanford/ Lee County Airport.

{2) that is necessary in the interest of the public health, public safety, and general welfare that the creation or establishment of airport hazards be prevented; and

{3) that the prevention of these hazards should be accomplished to the extend legally possible, by the exercise of the police power without compensation.

It is further declared that both the prevention of the creation or establishment of airport hazards and the elimination, removal, alteration, mitigation, or marking and lighting of existing airport hazards are public purposes for which the

political subdivision may raise or expend public funds and acquire land or interests in land.

4.13.2 LOCATION.

An Airport Overlay District is located in the area immediately around the Sanford-Lee County Regional Airport's runway off of Rod Sullivan Road in northern Lee County. The boundaries of this district are further described within this section and consists of two distinctly defined districts: (a) Height Zone Regulations (4.13.4) and (b) Residential Encroachment Density Limitations (4.13.5).

4.13.32 AIRPORT OVERLAY DEFINITIONS

The definitions contained in this section are uniquely specific to this Section 4.13 and shall not apply to other sections of the Unified Development Ordinance:

AIRPORT - Sanford/Lee County Regional Airport.

AIRPORT ELEVATION - The highest point of an airport's usable landing area measured in feet from sea level.

APPROACH SURFACE, NON-PRECISION INSTRUMENT (NPI) - The inner width of this approach surface coincides with the width of the primary surface and is 1000 feet. The non-precision approach surface expands outward uniformly to a width of 4,000 feet at a horizontal distance of 10,000 feet from the primary surface. The centerline being the continuation of the centerline of the runway. The non-precision instrument approach surface slope is 34 feet horizontally for each 1 foot vertically.

APPROACH SURFACE, PRECISION INSTRUMENT - The inner width of the approach surface coincides with the width of the primary surface and is 1,000 feet. The precision instrument surface expands outward uniformly to a width of 4,000 feet at a horizontal distance of 10,000 feet from the primary surface. The precision instrument approach surface slope is 50 feet horizontally for each 1 foot vertically. The precision instrument approach surface is further extended from a width of 4,000 feet where it intersects the horizontal surface to a width of 16,000 feet at a horizontal distance of

50,000 feet from the primary surface. The slope of the extended approach surface is 40 feet horizontally for each 1 foot vertically.

BOARD OF APPEALS - The Lee County Board of Adjustment shall serve as the Board of Appeals.

CONICAL SURFACE - The conical surface is the area that commences at the periphery of the horizontal surface of 4,000 feet. The conical surface does not include the precision instrument approach surfaces and the transitional surface. The slope of the conical surface is 20 feet horizontally for one (1) foot vertically.

FLORA - Any tree, shrub or other type of plants and vegetation, whether naturally occurring or planted.

HAZARD TO AIR NAVIGATION- An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.

HEIGHT - For the purpose of determining the height limits in all zones set forth in this Ordinance and shown on the zoning map, the datum shall be mean sea level elevation unless otherwise specified.

HELIPORT PRIMARY SURFACE - The area of the primary surface coincides in size and shape with the designated takeoff and landing area of a heliport. This surface is a horizontal plane at the elevation of the established heliport elevation.

HORIZONTAL SURFACE - The horizontal surface is established by swinging arcs of 10,000 feet radii from the center of each end of the primary surface of each runway, and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal surface does not include the approach and transitional surfaces. The elevation of the horizontal surface represents a plane of 150 feet above the established airport elevation.

LARGER THAN UTILITY RUNWAY - A runway that is constructed for and intended to be used by propeller driven aircraft of greater than

12,500 pounds maximum gross weight and jet powered aircraft.

NONCONFORMING USE - Any pre-existing structure, object of natural growth, or use of land which is inconsistent with the provisions of this Ordinance or an amendment thereto.

NONPRECISION INSTRUMENT RUNWAY - A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision approach procedure has been approved or planned.

OBSTRUCTION - Any structure, growth, flora, or other object, including a mobile object, which exceeds a limiting height set forth in Sect. 4.13.5 of this Ordinance.

PERSON - An individual, firm, partnership, corporation, company, association, joint stock association, or governmental entity; includes a trustee, a receiver, an assignee, or a similar representative.

PRECISION INSTRUMENT RUNWAY - A runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS) or a Precision Approach Radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an approved air- port layout plan or any other planning document.

PRIMARY, APPROACH, TRANSITIONAL, HORIZONTAL, AND CONICAL SURFACE ZONES - These zones are set forth in Sect. 4.13.4 of this Ordinance.

PRIMARY SURFACE - A surface longitudinally centered on a runway. The width of the primary surface is 1,000 feet and the length extends 200 feet beyond each end of the runway. The elevation of the primary surface is the same as the elevation of the nearest point on the runway centerline.

RUNWAY - A defined area on an airport prepared for landing and takeoff of aircraft along its length.

STRUCTURE - An object, including a mobile object, constructed or installed by man.

including but without limitation, buildings, towers, cranes, smokestacks, earth formation, and overhead transmission lines.

TRANSITIONAL SURFACES - These surfaces extend outward at 90 degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each one (1) foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional surfaces for those portion of the precision approach surface, which project through and beyond the limits of the conical surface, extend a distance of 5,000 feet measured horizontally from the edge of the approach surface and at 90-degree angles to the extended runway centerline.

UTILITY RUNWAY - A runway that is constructed for and intended to be used by propeller driven aircraft of 12,500 pounds maximum gross weight and less.

VISUAL RUNWAY - A runway intended solely for the operation of aircraft using visual approach procedures.

4.13.4 HEIGHT ZONE REGULATIONS

4.13.4.1 Airport Surface Zones - Defined

(a) Boundary. In order to carry out the provisions of this Section, there are hereby created and established certain zones which include all of the land lying within the non-precision instrument approach surface, the precision instrument approach surfaces, the transitional surfaces, the horizontal surfaces, and the conical surfaces as they apply to a particular airport, such zones are shown on the Sanford-Lee county Airport Hazard Map consisting of 1 sheet, prepared by Hobbs, Upchurch and Associates, P.A. and dated January 1994 and made a part hereof (this same map is also considered page 3 of 7 of the Sanford/Lee County Regional Airport Master Plan). An area located in more than one (1) of the following zones is considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows:

(b) Primary Surface Zone - The primary surface zone is hereby established as the area

longitudinally centered on a runway. The width of the primary surface is 1,000 feet and the length extends 200 feet beyond each end of the runway.

(c) Non-precision Instrument Approach Surface Zone - The inner width of this approach zone coincides with the width of the primary surface and is 1,000 feet. The non-precision approach surface zone expands outward uniformly to a width of 4,000 feet at a horizontal distance of 10,000 feet from the primary surface. Its centerline being the continuation of the centerline of the runway.

(d) Precision Instrument Approach surface zone - The inner width of this approach surface zone coincides with the width of the primary surface and is 1,000 feet. The precision instrument approach surface zone expands outward uniformly to a width of 4,000 feet at a horizontal distance of 10,000 feet from the primary surface. The precision instrument approach surface zone is further extended from a width of 4,000 feet where it intersects the horizontal surface to a width of 16,000 feet at a horizontal distance of 50,000 feet from the primary surface.

(e) Transitional Surface Zones - These zones are hereby established as the area beneath the transitional surfaces. These surfaces extend outward and upward at 90-degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional surface zones for those portions of the precision approach surface zones which project through and beyond the limits of the conical surface, extend a distance of 5,000 feet measured horizontally from the edge of the approach zones and at 90-degree angles to the extended runway centerline.

(f) Horizontal surface zone - The horizontal surface zone is hereby established by swinging arcs of 10,000 feet radii from the center of each end of the primary surface of each runway, and connecting the adjacent arcs by drawing lines tangent to those arcs. The

horizontal surface zones does not include the approach and transitional surface zones.

(g) Conical Surface Zones - The conical surface zones are hereby established as the area that commences at the periphery of the horizontal surface zone and extends outward there from a horizontal distance of 4,000 feet. The conical surface zone does not include the precision instrument approach surface zones and the transitional surface zones.

4.13.4.2 Airport Surface Zones – Height Limitations

Except as otherwise provided in this ordinance, no structure or tree shall be erected, altered, allowed to grow, or be maintained in any zone created by this Ordinance to a height in excess of the applicable height limit herein established for such zone. Such applicable height limitations are hereby established for each of the zones in question as follows:

(a) Non-precision Instrument Approach Surface Zone - Slopes upward 34 feet horizontally for each 1 foot vertically beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline.

(b) Precision Instrument Approach Surface Zone - Slopes upward 50 feet horizontally for each 1 foot vertically beginning at the end of, and at the same elevation as, the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline. The slope then extends upward 40 feet horizontally for each 1 foot vertically to a horizontal distance of 50,000 feet from the primary surface.

(c) Transitional Surface Zones - Slopes upward and outward seven (7) feet horizontally for each 1 foot vertically beginning at the sides of and at the same elevation as the primary surface and the approach surfaces, and extending to a height of 150 feet above the airport elevation. In addition to the foregoing, there are established height limits sloping upward and outward seven (7) feet horizontally for each foot vertically beginning at the sides of and at the same elevation as the approach surfaces, and extending to where they intersect the conical

surface or 5,000 feet from the extended precision instrument approach surface.

(d) Horizontal surface zone - One hundred and fifty (150) feet above the airport elevation.

(e) Conical Surface Zone - Slopes upward and outward twenty (20) feet horizontally for each 1 foot vertically beginning at the periphery of the horizontal surface and at one hundred fifty (150) feet above the airport elevation and extending to a height of 600 feet above the airport elevation.

4.13.5 RESIDENTIAL ENCROACHMENT DENSITY LIMITATIONS.

(a) The purpose of this section is set forth additional density regulation to prevent and/or greatly reduce the concentration of residential dwellings in the immediate vicinity of the Airport. It is recognized that concentrated residential development is incongruent with airport functions and related industrial activities and therefore the following density restrictions shall apply with the boundary of the Residential Encroachment Density overlay zone as shown on the Official Zoning Map for Lee County.

(b) APPLICABILITY. Residentially zoned tracts/parcels located within the Residential Encroachment Density overlay zone shall not be subdivided into parcels of less than five (5) acres when considering minimum lot size area. Residentially zoned includes RA Residential Agricultural, RR Rural Residential and all other “R” titled zoning districts as found within the Sanford/Lee County UDO.

(c) EXEMPTION – LOTS ALLOWED UNDER MINOR SUBDIVISION. A lot (or lots) for the purposes of constructing single-family dwellings shall be allowed that is less than the minimum five (5) acres as required in subsection (b) above, so long as the lot(s) is created under the definition of a Minor Subdivision as set forth in Section 6.2.1 of this UDO. The minimum lot size shall conform to the minimum of the underlying zoning district. This exemption shall not be construed or abused to allow multiple minor subdivisions. The

"parent" tract shall be limited to six cumulative lots as set forth in Section 6.2.1.2.2 of this UDO.

4.13.6 PERMITTED USES.

Land uses shall be as set forth in Table 4.13-1 Table 4.6-1 Permitted Use Matrix of this Ordinance, provided that no use shall be made of land or water within any zone established by these regulations in such a manner as to create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, attract birds or other concentrations of wildlife or otherwise in any way create a hazard or endanger the landing, take-off or maneuvering of aircraft intending to use the airport.

4.13.7 DIMENSIONAL REGULATIONS.

Dimensional requirements such as lot size and building depth shall be governed by the underlying zoning districts, except that:

(a) Height - the height limitations as set forth in Sect. 4.13.4 shall also apply where applicable. In no event shall the height of any structure exceed the maximum height permitted by the underlying zoning district and/or Sect. 4.13.5.

(b) Minimum Lot Size - For tracts/parcels located within the boundary of the the Residential Encroachment Density Limitation Residential, residential development shall be further restricted as set forth in that Section 4.13.5.

4.13.8 NOISE COMPATIBILITY.

Table 4.13-1 as included in this Ordinance sets forth compatible and non-compatible average sound levels for adjoining land uses. Table 4.13-1 uses the day-night average sound level or "Ldn". Ldn is the average noise level over a 24-hour period. The noise between the hours of 10pm and 7am is artificially increased by 10 decibels (dB). This noise is weighted to take into

account the decrease in community background noise of 10 dB during this period.
LOCATION.

An Airport Overlay District is located in the area immediately around the Sanford Lee County Regional Airport's runway off of Red Sullivan Road in northern Lee County. The boundary of this district is established as shown on the "Sanford Lee County Airport Noise Contour and Land Use Plan" map which is incorporated in and made a part of this ordinance. This map was prepared by Hobbs, Upchurch, and Associates, P.A., Consulting Engineers, and is dated October 25, 1993. This overlay district may be expanded by adding additional land area from time to time by an amendment to this Ordinance.

4.13.3 — PRINCIPAL AND ACCESSORY USES.

Permitted principal uses, Special Uses and accessory uses shall be as set forth in Table 4.13-1, provided that no use shall be made of land or water within any zone established by these regulations in such a manner as to create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, attract birds or other concentrations of wildlife or otherwise in any way create a hazard or endanger the landing, take-off or maneuvering of aircraft intending to use the airport.

Table 4.13-1

YEARLY DAY-NIGHT AVERAGE SOUND LEVEL (L_{dn}) IN DECIBELS						
LAND USE	BELOW					OVER
	65	65- 70	70- 75	75- 80	80- 85	85
RESIDENTIAL						
Residential, other than mobile homes and transient lodgings	Y	N	N	N	N	N
Mobile home parks	Y	N	N	N	N	N
Transient lodgings	Y	N	N	N	N	N
PUBLIC USE						
Schools	Y	N	N	N	N	N
Hospitals and nursing homes	Y	25	30	N	N	N
Churches, auditoriums, and concert halls	Y	25	30	N	N	N
Governmental services	Y	Y	25	30	N	N
Transportation	Y	Y	Y	Y	Y	Y
Parking	Y	Y	Y	Y	Y	Y
COMMERCIAL USE						
Offices, business and professional	Y	Y	25	30	N	N
Wholesale and retail-building materials, hardware and farm equipment	Y	Y	Y	Y	Y	N
Retail trade-general	Y	Y	25	30	N	N
Utilities	Y	Y	Y	Y	Y	N
Communications	Y	Y	25	30	N	N
MANUFACTURING & PRODUCTION						
Manufacturing, general	Y	Y	Y	Y	Y	N
Photographic and optical	Y	Y	25	30	N	N
Agriculture (except livestock) & forestry	Y	Y	Y	Y	Y	Y
Mining & fishing, resource production & extraction	Y	Y	Y	Y	Y	Y
RECREATIONAL						
Outdoor sports arenas and spectator sports	Y	Y	Y	N	N	N
Outdoor music shells, amphitheaters	Y	N	N	N	N	N
Nature exhibits and zoos	Y	N	N	N	N	N
Amusement or theme park, Resort, Active Open Space (includes Parks, Athletic Fields, and Golf Courses), Outdoor Commercial Amusement, and Campgrounds, Therapeutic Camps, Children's Camps, and related establishments.	Y	Y	Y	N	N	N
Golf courses, riding stables and water recreation	Y	Y	25	30	N	N

Notes to Table 4.13-1: Y – Land use and related structures are compatible; N – Land use and related structures are not compatible. 25 - Land use and related structures are generally compatible; measures to achieve noise level reduction of 25 decibels should be incorporated into the design and construction of structures; 30 – Land use and related structures are generally compatible; measures to achieve noise level reduction of 30 decibels should be incorporated into the design and construction of structures.

~~4.13.4 AREA REGULATIONS.~~

- ~~(1) Dimensional requirements such as lot size and building depth shall be governed by the underlying zoning districts. In no event shall the height of any structure exceed the maximum height permitted by the underlying zoning district.~~

~~4.13.59 NONCONFORMING USES.~~

~~4.13.9.1~~ The regulations prescribed by this Ordinance shall not be construed to require the removal, lowering or other changes or alteration of any structure or tree not conforming to the regulations as of the effective date of these regulations, or otherwise interfere with the continuance of a nonconforming use. Nothing contained herein shall require any change in the construction, alteration or intended use of any structure, the construction or alteration of which was begun prior to the effective date of these regulations, and is diligently prosecuted.

~~4.13.9.2~~

No Zoning Clearance Permit shall be granted that would allow the expansion of a nonconforming use, structure or ~~tree flora~~ to become a greater hazard to air navigation than it was on the effective date of these regulations when the application for a permit is made.

~~4.13.5.1 Whenever the Sanford Lee County Regional Airport Authority determines that a nonconforming tree or structure has been abandoned or more than 80 percent torn down, physically deteriorated or decayed, no Zoning Clearance Permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations.~~

~~4.13.5.2~~ ~~4.13.9.4~~ Notwithstanding the preceding provision of this Section, the owner of any existing nonconforming structure or tree is hereby required to permit the installation, operation and maintenance thereon of such markers and lights as shall be deemed necessary by the Sanford-Lee County Regional Airport Authority to indicate to the operators of aircraft in the vicinity of the airport the presence of such ~~airport hazard~~~~airport hazard~~~~airport hazards~~. Such

markers and lights shall be installed, operated and maintained at the expense of the Sanford-Lee County Regional Airport Authority.

~~4.13.610 ZONING APPROVAL PERMITS.~~

~~4.13.6.1 No material change shall be made in the use of land and no structure or tree shall be erected, altered, planted or otherwise established in any zone hereby created unless a Zoning Clearance Permit therefore shall have been applied for and granted.~~

~~4.13.6.2 Each application for a Zoning Clearance Permit shall indicate the purpose of which the permit is desired with sufficient particulars to determine whether the resulting use, structure or tree would conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted.~~

~~4.13.6.3 No Zoning Clearance Permit shall be granted within the boundary of the Sanford/Lee County Regional Airport Overlay District that would allow the establishment or creation of an airport hazard when the application for a permit is made. Except as indicated, all applications for such a permit shall be granted.~~

~~4.13.6.4 Any Zoning Clearance Permit granted may, if such action is deemed advisable to effectuate the purpose of these regulations and be reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to install, operate and maintain thereon such markers and lights as may be necessary to indicate to pilots the presence of an airport hazard.~~

~~4.13.7 VARIANCES.~~

~~4.13.7.1 Any persons desiring to erect or increase the height of any structure, or permit the growth of any tree, or use property, not in accordance with the regulations prescribed in this Ordinance, may apply to the Board of Adjustment for a variance from such regulations. The application for variance shall be accompanied by a determination from the Federal Aviation Administration as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Such variances shall be allowed where it is duly found that a literal application or enforcement of the regulations will result in unnecessary hardship and relief granted, will not be contrary to the public interest, will not create a hazard to air navigation, will do substantial~~

~~justice, and will be in accordance with the spirit of the Ordinance. Additionally, no application for variance to the requirements of this Ordinance may be considered by the Board of Adjustment unless a copy of the application has been furnished to the Aviation Department for advice as to the aeronautical effects of the variance. If the Aviation Department does not respond to the application within 30 days after receipt, the Board of Adjustment may act on its own to grant or deny said application.~~

~~4.13.7.2 Any variance granted may, if such action is deemed advisable to effectuate the purpose of these regulations and be reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to permit the Sanford/Lee County Regional Airport, at the owner's expense, to install, operate and maintain thereon such markers and lights as may be necessary to indicate to pilots the presence of an airport hazard.~~

~~4.13.8 ENFORCEMENT.~~

~~It shall be the duty of the Sanford Lee County Regional Airport Authority to administer and enforce the regulations proscribed herein. Applications for approval shall be made to the Airport Authority upon a form furnished by the Department of Community Development of Community Development. Applications required by these regulations to be submitted to the Airport Authority shall be promptly considered and granted or denied by him. In instances where Zoning Clearance Permits are required, approval shall be secured from the Airport Authority prior to issuance of a Zoning Clearance Permits. Applications for variances shall be filed with the Department of Community Development in accordance with § 3.7 of this Ordinance.~~

~~4.13.9 APPEALS.~~

~~Any person aggrieved or any taxpayer affected by any decision of the Airport Authority made in his administration of these regulations may appeal to the Board of Adjustment in accordance with § 3.7 of this Ordinance and NCGS § 63-33(4).~~

~~4.13.10 PENALTIES.~~

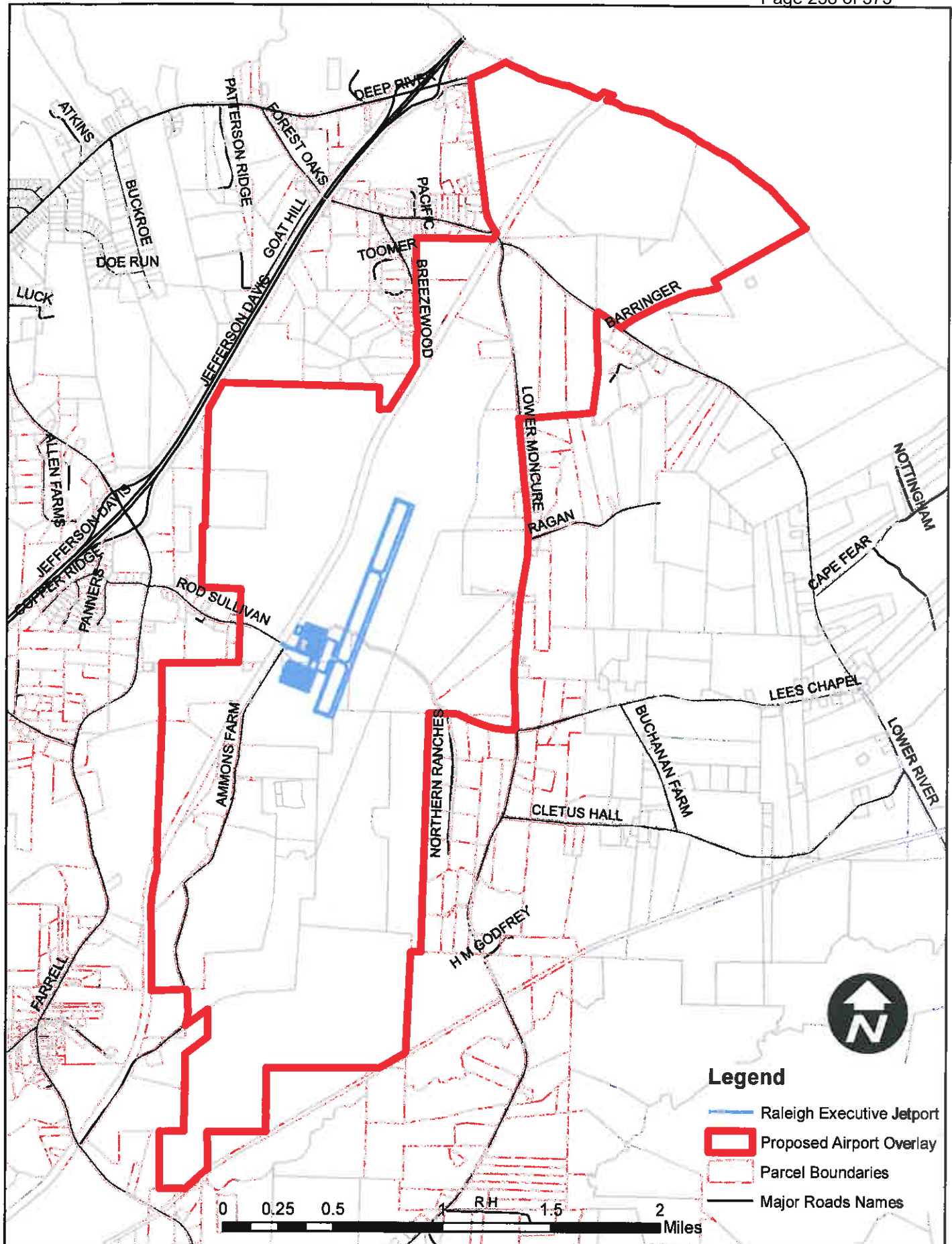
~~The Department of Community Development is hereby authorized to commence and proceed to prevent, restrain, correct or abate any violation of this Section pursuant to § 1.6 of this Ordinance.~~

Description for airport density boundary

BEGINNING at a point, said being the intersection of the Deep River's southern/western bank and the southern right-of-way boundary of old U.S. Highway 1 (SR 1466), thence with a line SOUTHWEST along said southern boundary of old U.S. Highway 1, 934 +/- feet to the intersection with eastern boundary of Lower Moncure Road (SR 1002); thence with a line SOUTH along said eastern boundary of Lower Moncure Road, 3,809 +/- feet to the intersection of the western boundary of the CSX railroad right-of-way; thence with a line SOUTHWEST along said western boundary of CSX railroad right-of-way 165 +/- feet to an intersection with the northeast corner of PIN 9677-15-4040-00; thence with a line WEST along the northern boundary of PIN 9677-15-4040-00 1,877 +/- feet to the northwest corner of PIN 9677-15-4040-00; thence with a line SOUTH along the western boundary of PINs 9677-15-4040-00 and 9677-13-1883-00 3,861 +/- feet to the intersection of the western boundary of the CSX railroad right-of-way; thence with a line SOUTHWEST along western boundary of CSX railroad right-of-way 1,266 +/- feet to the intersection of the north east corner of PIN 9666-78-7977-00; thence with a line WEST along the northern boundary of PIN 9666-78-7977-00 329 +/- feet and continuing NORTH along the boundary of PIN 9666-78-7977-00 527 +/- feet and continuing WEST along the boundary of PIN 9666-78-7977-00 3,788 +/- feet to the intersection of the eastern boundary of U.S. Highway 1; thence with a line SOUTHWEST along the eastern boundary of U.S. Highway 1 730 +/- feet to the western corner of PIN 9666-78-7977-00 where it intersects with a corner of PIN 9667-50-6965-00; thence with a line SOUTH along the western boundary of PINs 9666-78-7977-00 and 9666-69-3230-00 4,367 +/- feet thence continuing EAST along the boundary of PIN 9666-78-7977-00 950 +/- feet and thence continuing SOUTH along the boundary of PIN 9666-78-7977-00 805 +/- feet to the intersection of the northern boundary of the ROD Sullivan Road (SR 1425) right-of-way; thence with a line SOUTH crossing the right-of-way of ROD Sullivan Road and continuing along the western boundary of PIN 9666-78-7977 972 feet +/- to the intersection of the southwest corner of PIN 9666-78-7977 and the northern boundary of PIN 9666-54-6675-00; thence with a line WEST along the northern boundary of PIN 9666-54-6675-00 1,881 +/- feet to the northwest corner of PIN 9666-54-6675-00; thence with a line along the western boundary of PINs 9666-54-6675-00 and 9666-52-2894-00 4,490 +/- feet to the intersection of the western boundary of the CSX railroad right-of-way; thence with a line SOUTH crossing the CSX railroad right-of-way and continuing along the eastern boundary of the CSX railroad right-of-way 3,418 +/- feet to an intersection with the southwest corner of PIN 9665-69-2324-00; thence with a line EAST along the southern boundary of PIN 9665-69-2324-00 and crossing over the right-of-way of Ammons Farm Road (SR 1424) 831 +/- feet to the intersection of the eastern boundary of the right-of-way for Ammons Farm Road and the northwest corner of PIN 9665-67-6669-00; thence with a line SOUTH along the eastern right-of-way of Ammons Farm Road 859 +/- feet to an intersection with the southwest corner of PIN 9665-67-6669-00; thence with a line NORTHEAST along the southern boundary of PIN 9665-67-6669-00 654 +/- feet to an intersection with the northwest corner of PIN 9665-76-6348-00; thence with a line SOUTH along the western boundary of PIN 9665-76-6348-00 668 +/- feet and continuing SOUTHWEST along the western boundary of PIN 9665-76-6348-00 674 +/- feet and continuing SOUTH along the western boundary of PIN 9665-76-6348-00 1,860 +/- feet and continuing EAST along the western boundary of PIN 9665-76-6348-00 578 +/- feet and continuing SOUTH along the western boundary of PIN 9665-76-6348-00 1,377 +/- feet and continuing EAST along the western boundary of PIN 9665-76-6348-00 648 +/- feet to the intersection of the western boundary of the Norfolk Southern railroad right-of-way; thence with a line

NORTHEAST along the western boundary of the Norfolk Southern railroad right-of-way 740 +/- feet to an intersection with the southern boundary of PIN 9665-76-6348; thence with a line NORTH along the southern boundary of PIN 9665-76-6348-00 873 +/- feet and continuing EAST along the southern boundary of PIN 9665-76-6348-00 1,401 +/- feet and continuing NORTH along the southern boundary of PIN 9665-76-6348-00 1,548 +/- feet and continuing EAST along the southern boundary of PIN 9665-76-6348-00 2,711 +/- feet to the intersection of the western boundary of the Norfolk Southern railroad right-of-way; thence with a line NORTHEAST along the western boundary of the Norfolk Southern railroad right-of-way 750 +/- feet to the intersection of the southeast corner of PIN 9665-76-6348-00; thence with a line NORTH along the eastern boundary PIN 9665-76-6348-00 2,432 +/- feet to an intersection with the southwestern most corner of PIN 9676-02-6023-00 and the eastern boundary of PIN 9665-76-6348-00; thence with a line EAST along the southern boundary of PIN 9676-02-6023-00 242 +/- feet and continuing NORTH along the eastern boundary of PIN 9676-02-6032-00 5,762 +/- feet to an intersection of the northeast corner of PIN 9676-02-6032-00 and the southern boundary of PIN 9676-04-5467-00; thence with a line EAST along the southern boundary of PIN 9676-04-5467-00 503 +/- feet to an intersection of the southern/western right-of-way boundary of Northern Ranches Road and the southeast corner of PIN 9676-02-6032-00; thence with a line EAST crossing over the Northern Ranches Road right-of-way 200 +/- feet to an intersection of the eastern/northern right-of-way boundary of Northern Ranches Road and the western corner of PIN 9676-23-6822-00; thence with a line EAST/SOUTHEAST along the eastern/northern right-of-way boundary of Northern Ranches Road 1,462 +/- feet to the northwest intersection with the western right-of-way boundary of Lower Moncure Road; thence with a line NORTH along the western right-of-way boundary of Lower Moncure Road 7,578 +/- feet; thence with a line EAST crossing the Lower Moncure Road right-of-way 60 +/- feet to the intersection of eastern right-of-way boundary of Lower Moncure Road and the southwest corner of PIN 9677-42-0777-00; thence with a line EAST/NORTHEAST along the southern boundary of PINs 9677-42-0777-00 and 9677-42-8567-00 1,744 +/- feet to the southeast corner of PIN 9677-42-8567-00; thence with a line NORTH/NORTHEAST along the eastern boundary of PIN 9677-42-8567-00 2,388 +/- feet to the intersection of the southern right-of-way boundary of Lower River Road (SR 1500) and the northeast corner of PIN 9677-42-8567-00; thence with a line NORTHEAST crossing the right-of-way of Lower River Road 60 +/- feet to the intersection of the northern right-of-way boundary of Lower River Road and the southwestern most corner of PIN 9677-64-7606-00; thence with a line SOUTHEAST along the northern right-of-way boundary of Lower River Road 722 +/- feet to an intersection of said northern right-of-way boundary of Lower River Road and the northern right-of-way boundary of Barringer Road (SR 1501); thence with a line NORTHEAST along the northern right-of-way boundary of Barringer Road 2,574 +/- feet to the end point of the Barringer Road right-of-way and also a southeast corner of PIN 9677-64-7606-00; thence with a line NORTHWEST along the southern boundary of PIN 9677-64-7606-00 260 +/- feet to a common corner of PINs 9677-64-7606-00 and 9677-93-4344-00; thence with a line NORTHEAST along the southern boundary of PINs 9677-64-7606-00 and 9677-86-5045-00 2,543 +/- feet to the intersection of the southwest corner of PIN 9677-86-5045-00 and the southern/western bank of the Deep River; thence with a line NORTHWEST along the southern/western bank of the Deep River 8,295 +/- feet to the point of BEGINNING and containing 3,706 +/- acres.

Proposed Airport Overlay



Airport Overlay District - Property Owners List

Date: August 2, 2019

Pin	PropAddr	Owner1	MailADNRN	MailADNRD	MailADSTR	MailCity	MailState	MailZip
9666-31-7056-00	0 FARRELL RD	AMMONS FARMLAND, LLC			FARRELL	SANFORD	NC	27330
9676-39-5691-00	5254 LOWER MONCURE RD	AMMONS, JONATHAN LOGAN	1973			RD	NC	27330
9677-15-6692-00	163 FOREST OAKS DR	ANDREWS, MARY FULLER	5254			RD	NC	27330
9677-26-2721-00	5945 LOWER MONCURE RD	ARNETTE, SABRINA L	163	E	FOREST OAKS	DR	NC	27330
9666-66-3288-00	441 ROD SULLIVAN RD	BARBER, MAMIE LEE	5945		LOWER MONCURE	RD	NC	27330
9676-23-8274-00	119 NORTHERN RANCHES RD	BENNETT, CARL M JR	441		ROD SULLIVAN	RD	NC	27330
9676-11-3215-00	794 NORTHERN RANCHES RD	BERNSMIEB, JIMMIE D	119		NORTHERN RANCHES	RD	NC	27330
9677-83-4344-00	494 BARRINGER RD	BRIDGE ROAD FARM FAMILY LTD PARTNERSHIP	472		NORTHERN RANCHES	RD	NC	27330
9665-44-1434-00	0 AMMONS FARM RD	BRISTOL, DAVID GOODWIN/TRUSTEE			PO BOX 729	SANFORD	NC	27331
9666-65-3982-00	450 ROD SULLIVAN RD	BRYAN, CINDY GARNER	1220		WINDY RIDGE	RD	NC	27517
9666-66-1653-00	319 ROD SULLIVAN RD	BRYAN, JACK JR	319		ROD SULLIVAN	RD	NC	27330
9675-19-1685-00	0 LOWER MONCURE RD	BRYANT, ALLEN E	5101		STEEL BRIDGE	RD	NC	27330
9677-02-5258-00	356 BREEZEWOOD RD	CALDWELL, BRANDON	306		LAFAYETTE	DR	NC	27330
9677-02-5973-00	504 BREEZEWOOD RD	CARTER, LEOA	604		BREEZEWOOD	RD	NC	27330
9667-41-7467-00	0 FARRELL RD	CLAYTON, REBECCA W	1305		GRANADA	DR	NC	27612
9666-44-0337-00	3284 FARRELL RD	COPPER RIDGE DEVELOPMENT LLC			PO BOX 2825	SANFORD	NC	27331
9677-05-6583-00	0 BREEZEWOOD RD	COUNTY OF LEE			PO BOX 1968	SANFORD	NC	27331
9677-05-8618-00	361 FOREST OAKS DR	COVINGTON, CHARLES ARTHUR	361	E	FOREST OAKS	DR	NC	27330
9677-05-5303-00	159 BREEZEWOOD RD	COVINGTON, SAMUEL	159		BREEZEWOOD	RD	NC	27330
9677-02-1950-00	0 BREEZEWOOD RD	CRITELLI, JAMES M	304		LITTLE SPRINGS	LA	FL	32750
9677-28-0702-00	6139 LOWER MONCURE RD	CRUTCHFIELD, JOSEPHINE (LIFE EST)			PO BOX 762	TROY	NC	27371
9676-13-3445-00	0 NORTHERN RANCHES RD	DEFENBAUGH, REX TRENT	560		NORTHERN RANCHES	RD	NC	27330
9677-05-5198-00	0 BREEZEWOOD RD	DOUGLAS, JOEL TRENTON	205		WHITE OAK	DR	NC	27858
9665-52-5662-00	0 FARRELL RD	DRESSELL, PETER J	202		FARRELL	RD	NC	27330
9677-26-1349-00	5917 LOWER MONCURE RD	DUNN, CLARENCE E	5917		LOWER MONCURE	RD	NC	27330
9677-26-3001-00	5871 LOWER MONCURE RD	ELFONT, THOMAS D	300		BRIGHTLING	WAY	NC	27540
9677-05-4436-00	135 BREEZEWOOD RD	FAUCETTE, PHYLLIS	1610		WOODRIDGE	DR	NC	27332
9667-92-3198-00	967 BREEZEWOOD RD	FERNS, CASSANDRA LEE			PO BOX 71	MONCURE	NC	27559
9677-04-6802-00	261 BREEZEWOOD RD	FRENCH, JAMES B	261		BREEZEWOOD	RD	NC	27330
9677-50-2067-00	439 RAGAN RD	GODFREY, TONYA D	439		RAGAN	RD	NC	27330
9676-38-6365-00	0 LOWER MONCURE RD	GODFREY, WILLIAM H	439		REGAN	RD	NC	27340
9666-56-6708-00	235 ROD SULLIVAN RD	GRAHAM, MARION WAYNE			PO BOX 152	MONCURE	NC	27559
9677-29-3728-00	0 DEEP RIVER RD	HARDIN, RICHARD EVAN	3887	N	STRATFORD	RD	GA	30342
9676-38-7929-00	5188 LOWER MONCURE RD	HARDWICK, JORDAN	5188		LOWER MONCURE	RD	NC	27330
9677-18-9183-00	6083 LOWER MONCURE RD	JEFFRIES, KELLY ANN	509		TUCKS	CT	NC	27330
9665-42-3817-00	536 FARRELL RD	JOHNSON, MATTHEW D	536		FARRELL	RD	NC	27330
9665-51-1572-00	235 FARRELL RD	JOHNSON, TIMOTHY LEE	508	W	MAKEPEACE	ST	NC	27330
9676-49-8729-00	0 RAGAN RD	KANG, WHAN SU (TRUSTEE)	108		70A	CT	NC	27607
9677-52-7597-00	293 WOMBLE CREEK RD	KEITH, LEONARD C	151		WOMBLE CREEK	RD	NC	27330
9677-25-3753-00	0 FOREST OAKS DR	KHAJA, FAIZ U	5119		LUNDY	DR	NC	27606
9675-17-8439-00	4079 LOWER MONCURE RD	KNIGHT FAMILY LIMITED LIABILITY COMPANY	1808		WILKINS	DR	NC	27330
9677-02-0368-00	0 BREEZEWOOD RD	KUSLUSKI, FRANK	212		DESERT TREE	CT	NC	27515
9676-10-2533-00	920 NORTHERN RANCHES RD	LAMON, BILLY ADAMS	920		NORTHERN RANCHES	RD	NC	27330
9665-41-6596-00	289 FARRELL RD	LAWRENCE, MICHAEL D	289		FARRELL	RD	NC	27330
9665-74-6871-00	0 FARRELL RD	LAWRENCE, SARAH O	719		DENADA PATH	RD	NC	27330
9677-40-0913-00	0 LOWER MONCURE RD	LEE, JU H	4006		HARDSTAFF	CT	NC	27330
9676-23-2380-00	0 NORTHERN RANCHES RD	LEE'S CHAPEL FARMS LLC	1710		CARSON	ST	NC	28348
9677-25-3836-00	0 LOWER MONCURE RD	LEMMOND, R B JR	2108		EVETON	LA	NC	27330
9677-26-1210-00	5895 LOWER MONCURE RD	LETT, PATRICIA A	2887		BETHUNE	RD	SC	29009
9677-04-5066-00	426 BREEZEWOOD RD	LINDSEY, ANDREW JACKSON	420		BREEZEWOOD	RD	NC	27330
9677-03-4782-00	470 BREEZEWOOD RD	LINDSEY, JACOB L	582		BREEZEWOOD	RD	NC	27330
9677-03-5471-00	530 BREEZEWOOD RD	LINDSEY, LUDILLA (LIFE ESTATE)	801		HARKEY	RD	NC	27330

9676-36-5716-00	4964 LOWER MONCURE RD	LUXTON, H PERRY	4796	LOWER MONCURE	RD	SANFORD	NC	27330
9676-45-1592-00	0 LOWER MONCURE RD	LUXTON, HAYDEN L	457	LEE'S CHAPEL	RD	SANFORD	NC	27330
9676-35-3062-00	4796 LOWER MONCURE RD	LUXTON, HAYDEN PERRY	4964	LOWER MONCURE	RD	SANFORD	NC	27330
9677-25-2504-00	115 FOREST OAKS DR	MACQUEEN, ANTONIA SOLIS	101	TROUTMAN	ST	BROOKLYN	NY	11206
9666-45-8208-00	216 ORE RUN LN	MAGEE, NEY JEFF	216	ORE RUN	LN	SANFORD	NC	27330
9677-26-0760-00	0 LOWER MONCURE RD	MAYO, STELLA (HEIRS)	2829	BROOKHAVEN	DR	SANFORD	NC	27330
9675-18-1744-00	4219 LOWER MONCURE RD	MCCARTY, PAULA	4219	LOWER MONCURE	RD	SANFORD	NC	27330
9677-03-5865-00	444 BREEZEWOOD RD	MCCRIMMON, ALICE L	444	BREEZEWOOD	RD	SANFORD	NC	27330
9665-94-7483-00	0 LOWER MONCURE RD	MEET AT THE LAND LLC	5524	HICKORY LEAF	DR	RALEIGH	NC	27606
9677-30-8196-00	0 LOWER MONCURE RD	MITCHELL PAVING LLC	5222	LOWER MONCURE	RD	SANFORD	NC	27330
9676-39-6368-00	5222 LOWER MONCURE RD	MITCHELL, JONATHAN MARK	5222	LOWER MONCURE	RD	SANFORD	NC	27330
9677-17-9961-00	0 LOWER MONCURE RD	MONCURE METHODIST CEMETERY		UNKNOWN		SANFORD	NC	27330
9677-03-5516-00	498 BREEZEWOOD RD	NIETO, JOSE	498	BREEZEWOOD	DR	SANFORD	NC	27330
9668-55-6742-00	1 MINI MOBILE LN	NOWELL, WILLIAM JONATHON	118	ROD SULLIVAN	RD	SANFORD	NC	27330
9677-18-9395-00	6105 LOWER MONCURE RD	PARKER, JACQUELYN COLE	6105	LOWER MONCURE	RD	SANFORD	NC	27330
9676-37-7242-00	5014 LOWER MONCURE RD	PAYNE, ROBERT ELBERT JR	5014	LOWER MONCURE	RD	SANFORD	NC	27330
9676-38-8089-00	5078 LOWER MONCURE RD	PAYNE, ROBERT ELBERT SR (LIFE ESTATE)	501	MAIN	ST	BROADWAY	NC	27505
9677-15-1607-00	321 FOREST OAKS DR	PEGRAM, SHODRE DURANT	321	FOREST OAKS	DR	SANFORD	NC	27330
9677-04-7801-00	0 BREEZEWOOD RD	ROUSE, EVANNAH DICKENS	540	LARGO CENTER	DR	UPPER MARLBORO	MD	20774
9677-15-3685-00	257 FOREST OAKS DR	SCANLAN, JOHN M	536	WALKER LAKE ONTARIO	RD	HILTON	NY	14468
9666-55-0389-00	220 ORE RUN LN	SDH RALEIGH LLC	110	VILLAGE	TR	WOODSTOCK	GA	30188
9667-82-4182-00	0 BREEZEWOOD RD	SMITH, CORA STACK	4808	BROOKHAVEN	DR	RALEIGH	NC	27612
9677-53-3236-00	5495 LOWER RIVER RD	SOLIS, BONFILIO MARTINEZ	5495	LOWER RIVER	RD	SANFORD	NC	27330
9677-01-1749-00	0 BREEZEWOOD RD	SPENCER, JAMES LERON		PO BOX 1076		LILLINGTON	NC	27546
9677-17-8215-00	6055 LOWER MONCURE RD	STECKENRIDER, KENNETH WAYNE	6055	LOWER MONCURE	RD	SANFORD	NC	27330
9667-50-6965-00	0 FARRELL RD	STONE, JASON R	382	BRANCH	RD	SANFORD	NC	27330
9676-39-9458-00	5258 LOWER MONCURE RD	STREAHLE, YVETTE	5258	LOWER MONCURE	RD	SANFORD	NC	27330
9666-57-2598-00	113 ROD SULLIVAN RD	SULLIVAN GROUP LLC	127	ATKINS	LN	SANFORD	NC	27330
9677-25-4581-00	15 FOREST OAKS DR	TAYLOR, LEWIS M	15	FOREST OAKS	RD	SANFORD	NC	27330
9667-72-1752-00	0 FARRELL RD	TC&I TIMBER COMPANY, LLC		ONE SW COLUMBIA SUITE 1700		PORTLAND	OR	97258
9676-11-3905-00	692 NORTHERN RANCHES RD	TYLER, STANLEY W JR	692	NORTHERN RANCHES	RD	SANFORD	NC	27330
9677-53-6095-00	5387 LOWER RIVER RD	WALLACE, JIMMY W	5387	LOWER RIVER	RD	SANFORD	NC	27330
9677-30-8595-00	5360 LOWER MONCURE RD	WINTERS, JAMES LAWRENCE	606	TWIN CIRCLE	CT	APEX	NC	27502
9677-03-5298-00	560 BREEZEWOOD RD	WRIGHT, ARLEA	582	BREEZEWOOD	RD	SANFORD	NC	27330

PIN	PropAddr	Owner1	MailADRNO	MailADRDIR	MailADRSTR	MailADRSUF	MailCity	MailState	MailZip
9665-76-6348-00	0 AMMONS FARM RD	AMMONS FARMLAND LLC	1973		FARRELL	RD	SANFORD	NC	27330
9677-24-4036-00	0 LOWER MONCURE R RD	BENEVIDES, MARC D	100		ROKSARD	LN	CARY	NC	27511
9677-22-6891-00	5559 LOWER MONCURE RD	BROOKINS, RAYMOND E	5559		LOWER MONCURE	RD	SANFORD	NC	27330
9677-42-8567-00	0 LOWER RIVER RD	BRYANT, DAVID JR	871		PALMETTO TR #203	DR	MYRTLE BEACH	SC	29577
9677-35-7867-00	6066 LOWER RIVER RD	BUKOWSKI, TIMOTHY	220		STRATFORD		CHAPEL HILL	NC	27516
9677-42-0777-00	0 LOWER MONCURE RD	CHRISTIAN, AMY OLIVE			PO BOX 233		OLIVIA	NC	28368
9677-57-6029-00	0 LOWER RIVER RD	CLEGG, DAVID L			PO BOX 18213		RALEIGH	NC	27619
9677-44-2958-00	0 LOWER RIVER RD	DIXON, MARIETTA MOORE	74		FAIRVIEW COVE	RD	FAIRVIEW	NC	28730
9676-04-5467-00	0 NORTHERN RANCHES RD	EDENS, FRANK W	326		NORTHCLIFF	CR	RALEIGH	NC	27609
9666-51-892D-00	0 AMMONS FARM RD	GARDNER, DANNY GREY	134		PARTIAN	RD	NEW HILL	NC	27562
9677-37-2563-00	0 LOWER MONCURE RD	GATTI, MICHAEL F	20		SABBATIA	DR	CARTHAGE	NC	28327
9676-16-4468-00	0 NORTHERN RANCHES RD	GOLDSTON, HERBERT J	4465		SAMISH POINT	RD	BOW	WA	98232
9676-26-5962-00	4971 LOWER MONCURE RD	GOLLAR, MICHAEL & SHEILA	4971		LOWER MONCURE	RD	SANFORD	NC	27330
9666-91-2737-00	0 AMMONS FARM RD	LAWRENCE, SARAH O	719		DENADA PATH	RD	SANFORD	NC	27330
9676-23-6821-00	0 NORTHERN RANCHES RD	LEE'S CHAPEL FARMS LLC	1710		CARSON	ST	RALEIGH	NC	27608
9676-29-7727-00	0 LOWER MONCURE RD	LIVE OAK FOUNDATION INC	2406		LAKELAND	DR	SANFORD	NC	27330
9676-36-2702-00	4949 LOWER MONCURE RD	LUXTON, HAYDEN L	457		LEE'S CHAPEL	RD	SANFORD	NC	27330
9676-39-3339-00	0 LOWER MONCURE RD	MCLEOD, HENRY HUTSON (HEIRS)	8		GOOSENECK	RD	CHAPEL HILL	NC	27514
9677-38-6413-00	0 DEEP RIVER RD	MINNESOTA MINING & MANUFACTURING CO	3		CENTER	ST	SAINT PAUL	MN	55144
9677-33-4451-00	0 LOWER MONCURE RD	NORWOOD, JACK E	4812		OLD WAKE FOREST	RD	RALEIGH	NC	27609
9676-27-6679-00	4975 LOWER MONCURE RD	PAYNE, ROBERT	501	S	MAIN	ST	BROADWAY	NC	27505
9666-54-6675-00	494 ROD SULLIVAN RD	PILSON, TIMOTHY G	2563		CHRIS COLE	RD	SANFORD	NC	27330
9676-09-8483-00	701 ROD SULLIVAN RD	SANFORD LEE CO REGIONAL AIRPORT AUTHORITY	701		ROD SULLIVAN	RD	SANFORD	NC	27330
9666-61-7851-00	0 AMMONS FARM RD	SANFORD, CITY OF			PO BOX 3729		SANFORD	NC	27331
9677-25-9188-00	5782 LOWER MONCURE RD	STEWART, MIRIAM L	10675		NC HIGHWAY 42		HOLLY SPRINGS	NC	27540
9666-69-3230-00	0 FARRELL RD	STONE, JASON R	382		BRANCH	RD	SANFORD	NC	27330
9666-78-7977-00	603 ROD SULLIVAN RD	TC&I TIMBER COMPANY, LLC			ONE SW COLUMBIA SUITE 1700		PORTLAND	OR	97258
9677-86-5045-00	461 BARRINGER RD	THOMAS, GARY M	443		THOMAS	RD	SANFORD	NC	27330
9677-65-3316-00	9901 BARRINGER RD	THOMAS, GARY MILTON SR	443		THOMAS	RD	SANFORD	NC	27330
9676-39-2079-00	5183 LOWER MONCURE RD	UPCHURCH, JOHN WALTER	5183		LOWER MONCURE	RD	SANFORD	NC	27330
9677-21-9741-00	0 LOWER MONCURE RD	VENUTI, SCOTT ANTHONY	3604		JORDAN SHIRES	DR	NEW HILL	NC	27562
9676-24-4673-00	0 NORTHERN RANCHES RD	VERSEN, THELMA K	5000		LILLY ATKINS	RD	CARY	NC	27511
9677-36-1854-00	5944 LOWER MONCURE RD	WBT EMPIRE LLC	466		BAXLEY	HWY	HAZLEHURST	GA	31539
9677-13-1883-00	0 BREEZEWOOD RD	WRIGHT, EDITH J	85		LINDSEY	LN	SANFORD	NC	27330
		MARTIN, DAVID & ALICIA	457		LEE'S CHAPEL	RD	SANFORD	NC	27330

ADJACENT PROPERTY OWNERS NOTIFICATION CERTIFICATION

I, David Montgomery, hereby certify that the property owners ~~and adjacent property owners~~ of the following rezoning petitions as indicated on the Lee County Tax Maps were notified by First Class U.S. Mail on Wednesday, August 07, 2019.

2019-0803

1. Consideration of amendments to the jointly adopted City of Sanford/Lee County/Town of Broadway Unified Development Ordinance (UDO), Article 4.13, which would create a new Airport Density Overlay District. The new Airport Density Overlay District would set a density limit of one unit per five acres for those properties located within this new boundary. Currently, the majority of the area in this boundary is currently zoned RA which is intended for agricultural and single-family residential and allows a density of approximately one unit per 0.92 acre (40,000 square feet). The new rules would, therefore, lower the maximum density from the current 1 unit per acre to 1 unit per five (5) acres. The new rules do include an exception for a minor subdivision. Under this exception, a property owner can create (a) up to six (6) lots if he/she has frontage on an existing public road or (b) up to three (3) lots of on a private easement that connects to a public road. These minor subdivision lots would be allowed at the current RA zoning density of one unit per 0.92 acre (40,000 square feet).

Consideration of zoning amendment to the Official Zoning Map to apply the new Airport Density Overlay District as described above.

Signature: _____

Date: 8/8/19

Title: _____

Lee County, North Carolina

I, Amy Jo Menell, a Notary Public for Lee County and State of North Carolina do hereby certify that DAVID MONTGOMERY personally appeared before me on this day and acknowledged the due execution of the foregoing Instrument. Witness my hand and official seal, this the 8th day of AUGUST, 2019.

Amy Jo Menell
Notary Public Signature

My Commission expires 1/17, 2020 (SEAL



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
IV. D.

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

MEETING DATE: August 19, 2019

SUBJECT: Public Hearing for FY 2021 NC DOT Community Transportation Program Grant Application

DEPARTMENT: COLTS/Lee County Senior Services

CONTACT PERSON: Debbie Davidson

TYPE: ☐ Consent Agenda ☐ Action Item ☒ Public Hearing ☐ Information

REQUEST	Hold Public Hearing on Grant Application
BUDGET IMPACT	FY 2021 Budget - \$239,571 – County Match – \$35,020
ATTACHMENTS	Public Hearing Notices in English and Spanish
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Hold a public hearing on the FY 2021 NC DOT Community Transportation Program Grant Application.
SUMMARY	

A Public Hearing is required for the submission of the North Carolina Department of Transportation FY2020/2021 Community Transportation Program Grant Application.

We are requesting the following Funding Levels:

Administrative – \$221,254.00 – Local Match – 15% - \$33,188.00

These funds cover 85% of the salary for the County of Lee Transit System Coordinator, and a portion of the administrative salaries of 4 other staff members and benefits, travel, general office supplies, space rental, technology supplies, and indirect cost for the administration of the system. Also included in this request is 85% reimbursement for vehicle insurance on 18 vehicles.

FY 2021 Consolidated Capital Call for Projects Application – 20 Tablets for Van Drivers to utilize soft ware upgrade proposed by the Institute for Transportation Research and Education at NC State University; Four replacement desk top computers with monitors, upgraded dispatch radio equipment – No Vans are being requested in FY 2021

Capital – \$18,317.00 – Local Match 10% - \$1,832.00

A public hearing is required to submit this application. One hearing for both applications has been approved by NC DOT. Official notice was placed in the Sanford Herald on Tuesday August 5, 2019. Notices in both English and Spanish have been posted in the COLTS vehicles and other public buildings within Lee County.

PUBLIC HEARING NOTICE

This is to inform the public that a public hearing will be held on the proposed Lee County Community Transportation Program Application and the Consolidated Capital Call for Projects Application to be submitted to the North Carolina Department of Transportation no later than October 4, 2019. The public hearing will be held on August 19, 2019 at 6:00 pm before the Lee County Board of Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids or services under the Americans with Disabilities Act (ADA) or a language translator should contact Debbie Davidson on or before August 12, 2019, at telephone number 919-776-0501 or via email at ddavidson@leecountync.gov.

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

The total estimated amount requested for the period July 1, 2020 through June 30, 2021

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative	\$221,254	\$33,188 (15%)
Capital (Vehicles and Other)	<u>\$18,317</u>	<u>\$1,832 (10%)</u>
Totals	\$239,571	\$35,020

This application may be inspected at 1615 S Third Street Sanford NC from August 12-16. Written comments should be directed to Debbie Davidson before August 16, 2019.

AVISO DE AUDIENCIA PÚBLICA

Este anuncio es para informar al público, que una audiencia pública se llevara a cabo, en la solicitud para el programa propuesto, "Comunidad del Condado de Lee de Transporte" y el "Capital Consolidado Convocatoria de Proyectos de Aplicaciones", que se presentara al Departamento de Transporte de Carolina del Norte antes del 4 de octubre, 2019. La audiencia se llevará a cabo el 19 de agosto del 2019, a las 6:00 P, antes de la Junta de Comisionados del Condado de Lee.

Los interesados en asistir la audiencia y que necesitan ya sea ayudas o servicios auxiliarán bajo los Americanos con Discapacidades o un traductor de idiomas, debe ponerse en contacto con Debbie Davidson antes del 12 de agosto 2019, al 919-776-0501 o por correo electrónico a ddavidson@leecountync.gov.

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

Proyecto	Cantidad total	Porción local
Administrativo	\$221,254	\$ 33,188 (15%)
Capital (vehículos y otro)	\$ 18,317	\$ 1,832 (10%)

Esta aplicación puede ser inspeccionada en: 1615 sur de la calle3, de lunes a viernes hasta el 16 de agosto 2019.



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
IV. E.

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

MEETING DATE: August 19, 2019

SUBJECT: Public Hearing on a Proposed Economic Development Project

DEPARTMENT: Governing Body

CONTACT PERSON: Michael Smith, CEO, Sanford Area Growth Alliance

TYPE: ☐ Consent Agenda ☒ Action Item ☒ Public Hearing ☐ Information

REQUEST	Hold a public hearing and consider a vote for approval of a proposed economic development project.
BUDGET IMPACT	Up to \$5,608,409
ATTACHMENTS	Public Hearing Notice – published 8/8/19 in the <i>Sanford Herald</i>
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Hold a public hearing. Due to the anticipated timeline of this project, SAGA recommends the Board consider waiving the policy to hold a public hearing at one meeting then vote on the item at the next meeting. The Board would need to first vote to waive their policy and then conduct a second vote to approve the project based on the terms presented.
SUMMARY	

The proposed economic development project consists of building an industrial building and the purchase of machinery and equipment in the amount up to \$170,900,000 (one hundred seventy million nine hundred thousand dollars) in taxable investment in Sanford, Lee County, North Carolina, with Lee County sharing up to \$5,608,409 (five million six hundred eight thousand four hundred nine dollars) of the cost of the project with \$4,065,409 (four million sixty-five thousand four hundred nine dollars) revenues from the County's General Fund over the ten year life of the project and \$1,543,000 (one million five hundred and forty-three thousand dollars) coming from a proposed borrowing of funds as part of renovations to the Lee County Government Center. The borrowing is subject to future approval by the Lee County Board of Commissioners and the North Carolina Local Government Commission. The borrowed funds will be used to purchase property including all costs associated with the purchase, and assist the City of Sanford in development of the property as an industrial site.

The County will acquire 98.24 acres of real property located on Colon Road (PIN 9655-21-2728-00) at an estimated purchase price of \$12,000 (twelve thousand dollars) per acre or at a total cost of \$1,152,000 (one million one hundred fifty-two thousand dollars) using funds financed through a borrowing with a financial institution. The County proposes to convey 70 (seventy) acres of the property to Project Forge. The County will retain 28.24 (twenty-eight point two four) acres to be developed as an industrial site. The County will provide \$700,000 (seven hundred thousand dollars) to the City of Sanford from the proposed borrowing for site improvements. Site improvements include but are not limited to preparation of site to a pad ready condition for building construction and the acquisition of right of way. The project is estimated to create up to 460 (four hundred and sixty) new jobs with an average annual wage of \$51,780 (fifty-one thousand seven hundred and eighty dollars) over the ten-year length of the project. The

projected annual payroll at the completion of the project is estimated to be \$23,800,000 (twenty three million eight hundred thousand dollars). This project will stimulate the local economy, promote additional business activity, create jobs and increase payroll in Lee County. While the Board may authorize initial approval of Project following the public hearing, the project is contingent on many factors including financing approval through the Local Government Commission, acquisition of real property, and approval of a contract to be provided for the Board's approval at a later date.

Due to the anticipated timeline for the proposed project, a vote on the material terms presented at the public hearing has been requested. In order to vote on the project, the Board of Commissioners will need to hold a separate vote to waive their policy regarding voting following a public hearing.

Public Hearing Notice
(Publication Date August 8,
2019)

Pursuant to North Carolina General Statute § 158-7.1, the Lee County Board of Commissioners (the Board) proposes to participate in the cost of an economic development project, with a company to be named later.

The project consists of building an Industrial building and the purchase of machinery and equipment in the amount up to \$170,900,000 (one hundred seventy million nine hundred thousand dollars) in taxable Investment in Sanford, Lee County, North Carolina, with Lee County sharing up to \$5,806,409 (five million six hundred eight thousand four hundred nine dollars) of the cost of the project with \$4,065,409 (four million sixty-five thousand four hundred nine dollars) revenues from the County's General Fund over the ten year life of the project and \$1,543,000 (one million five hundred and forty-three thousand dollars) coming from a proposed borrowing of funds as part of renovations to the Lee County Government Center. The borrowing is subject to future approval by the Lee County Board of Commissioners and the North Carolina Local Government Commission. The borrowed funds will be used to purchase property including all costs associated with the purchase, and assist the City of Sanford in development of the property as an industrial site.

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A public hearing on the proposed economic development incentive investments for these projects will be held on Monday, August 19, 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, NC. All interested persons are invited to attend and present their views.



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VII. A.

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

MEETING DATE: August 19, 2019

SUBJECT: Chatham County NC Broadband Interlocal Agreement

DEPARTMENT: Information Technology

CONTACT PERSON: Kyle Edwards

TYPE: ☐ Consent Agenda ☒ Action Item ☐ Public Hearing ☐ Information

REQUEST	Request BOC to approve interlocal agreement between Lee and Chatham Counties
BUDGET IMPACT	\$0
ATTACHMENTS	1. Interlocal agreement
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve and delegate County Manager authority to sign agreement
SUMMARY	

The proposed interlocal agreement will allow Chatham County, NC to use facilities belonging to Lee County, NC and allow Lee County, NC to use facilities belonging to Chatham County, NC in order to give additional capability to both counties when considering future rural broadband deployment. Such facilities include but may not be limited to communication towers, county buildings, water towers, and other infrastructure components that would further the deployment capability of broadband internet access in areas of the County where Chatham and Lee Counties are adjacent to each other. This agreement has been executed between Chatham and Orange counties and if so executed between Lee and Chatham, both counties would be stronger in their ability to deploy internet in areas that are unserved or underserved in the future. Each County maintains its full ownership and rights therein to its facilities, this agreement would lay framework that would allow both Chatham and Lee counties to place equipment on each other's facilities when necessary and agreed upon by all parties.

NORTH CAROLINA
CHATHAM COUNTY

INTERLOCAL AGREEMENT

This Interlocal Agreement, (this "Agreement") is made and entered into this _____ day of August, 2019, by and between Chatham County ("Chatham"), a body politic and corporate of the State of North Carolina and Lee County ("Lee"), a body politic and corporate of the State of North Carolina (collectively "the Counties"). Either Chatham or Lee may be referred to herein as "Party" or collectively as "the Parties".

WITNESSETH

WHEREAS, the Counties wish to collaborate on facilitating the creation of infrastructure for the provision of high-speed internet access to the residents of the Counties; and

WHEREAS, the Counties have agreed to provide reciprocal access to suitable locations, including telecommunication towers, within the Counties and for which the Counties have legal authority over, for the installation of equipment by a private service provider to offer broad band internet services; and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration hereinafter set forth, the Counties agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the Counties to facilitate the expansion of high speed internet access within the Counties.
2. Fees. Neither Party will collect fees from the other for any consideration provided under this Agreement.
3. Term. The term of the Agreement will continue until one Party provides the other Party not less than ninety (90) days prior written notice of termination.
4. Amendment. This Agreement contains the entire agreement of the Parties. It may be changed or amended only by an agreement in writing signed by both Parties
5. Notices. All notices and other correspondence given or made pursuant to this Agreement shall be in writing, delivered in person, mailed by certified mail, return receipt requested, or delivery by a recognized overnight courier, postage or fees prepaid, addressed to a Party at the address given below, and shall be deemed effective upon the date received, via personal delivery, certified mail, or overnight delivery. The Parties shall be responsible for notifying each other of any change of address. Mailing addresses for the Parties are as follows:

If to Chatham County:

Chatham County
Attention: County Manager
Post Office Box 1809
Pittsboro, North Carolina 27312

If to Lee County:

Lee County
Attention: County Manager
Post Office Box 1968
Sanford, NC 27331

6. Equipment. Prior to the installation, maintenance, improvement and operation of any equipment by a private service provider, the Party in whose jurisdiction the installation will take place shall review the proposed work to determine if same can be permitted at the desired location. Each Party shall have the right to refuse to allow the installation, maintenance, improvement and operation of any equipment if it determines that the same may interfere with currently existing or planned uses at the selected location and/or pose any increased risk to public safety.

7. Indemnification. To the fullest extent allowable by North Carolina law, the Counties shall have no liability to each other regarding the installation of equipment and services provided by an independent service provider. The Counties shall hold each other harmless for any and all claims, liabilities, losses, damages, costs, or expenses arising out of, or relating to, the installation, maintenance, improvement and operation of equipment and provision of services provided by an independent service provider, except for those acts caused by the sole negligence of the Counties. The Counties waive special, incidental, indirect, or consequential damages, including lost profits, good will, revenues or savings, for claims, disputes or other matters in question arising out of or relating to this Agreement. This limitation of liability will survive the expiration or termination of this Agreement.

8. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the Parties and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreement heretofore entered into between the Parties with respect to the matters contained herein are merged in this Agreement. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the Party against whom it is sought to be enforced. The provisions of this Agreement shall insure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina, and any action brought under or concerning this Agreement shall be brought and maintained in a court of competent jurisdiction in the state of North Carolina. The headings contained in this Agreement are solely for the convenience of the Parties and do not constitute a part of this Agreement and shall not be used to construe or interpret any provisions hereof. This Agreement shall be considered for all purposes as having been prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of preparation, substitution, submission, or other event of negotiation. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect, and, if any such unenforceable provision hereof is enforceable in any part or to any lesser extent, such

provision shall be enforceable in all such parts and to the greatest extent permissible under applicable law. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument, and the Parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the Parties have hereunto fixed their hands and seals effective this the day and year first written above.

LEE COUNTY

ATTEST:

By: _____
John A. Crumpton, County Manager

Jennifer Gamble, Clerk

CHATHAM COUNTY

ATTEST:

By: _____
Dan LaMontagne, County Manager

Lindsay Ray, Clerk



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VII. B.

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

MEETING DATE: August 19, 2019

SUBJECT: Consideration of an offer to purchase property located on Wildwood Drive (PIN 9634-12-1809-00), Sanford, Lee County North Carolina.

DEPARTMENT: Legal

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

TYPE: ☐ Consent Agenda ☒ Action Item ☐ Public Hearing ☐ Information

REQUEST	To consider an offer to purchase property located on Wildwood Drive (PIN 9634-12-1809-00), Sanford, Lee County, North Carolina.
BUDGET IMPACT	N/A
ATTACHMENTS	Offer letter, resolution, map of the property, tax card, amount owed on the property, original deed
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Pleasure of the Board
SUMMARY	

The County of Lee acquired property located in the Wildwood Subdivision at PIN 9634-12-1809-00 in 1994. Prior to the conveyance, lots in the subdivision were assessed a fee for the extension of a waterline. The waterline assessment fee was \$1,912.49. In lieu of paying the fee for this lot, the owner conveyed title to the County. The assessment fee in the amount of \$1,912.49 is the only outstanding amount associated with the property. The current tax value of the property is \$5,900.00. Joseph Benjamin Lucas has contacted the County expressing an interest in purchasing the lot for \$1,500.

If the Commissioners wish to sell this property, it will be sold through the upset bid procedure. The Commissioners must first declare the property as surplus, then authorize staff to accept the initial offer of \$1,500 from Joseph Benjamin Lucas and 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 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.

REAL ESTATE OFFER

Date: 7/30/19

I, Joseph Ben Lucas, hereby submit an offer to purchase real property located at:

ADDRESS: Wild Wood Drive, Sanford NC 27330

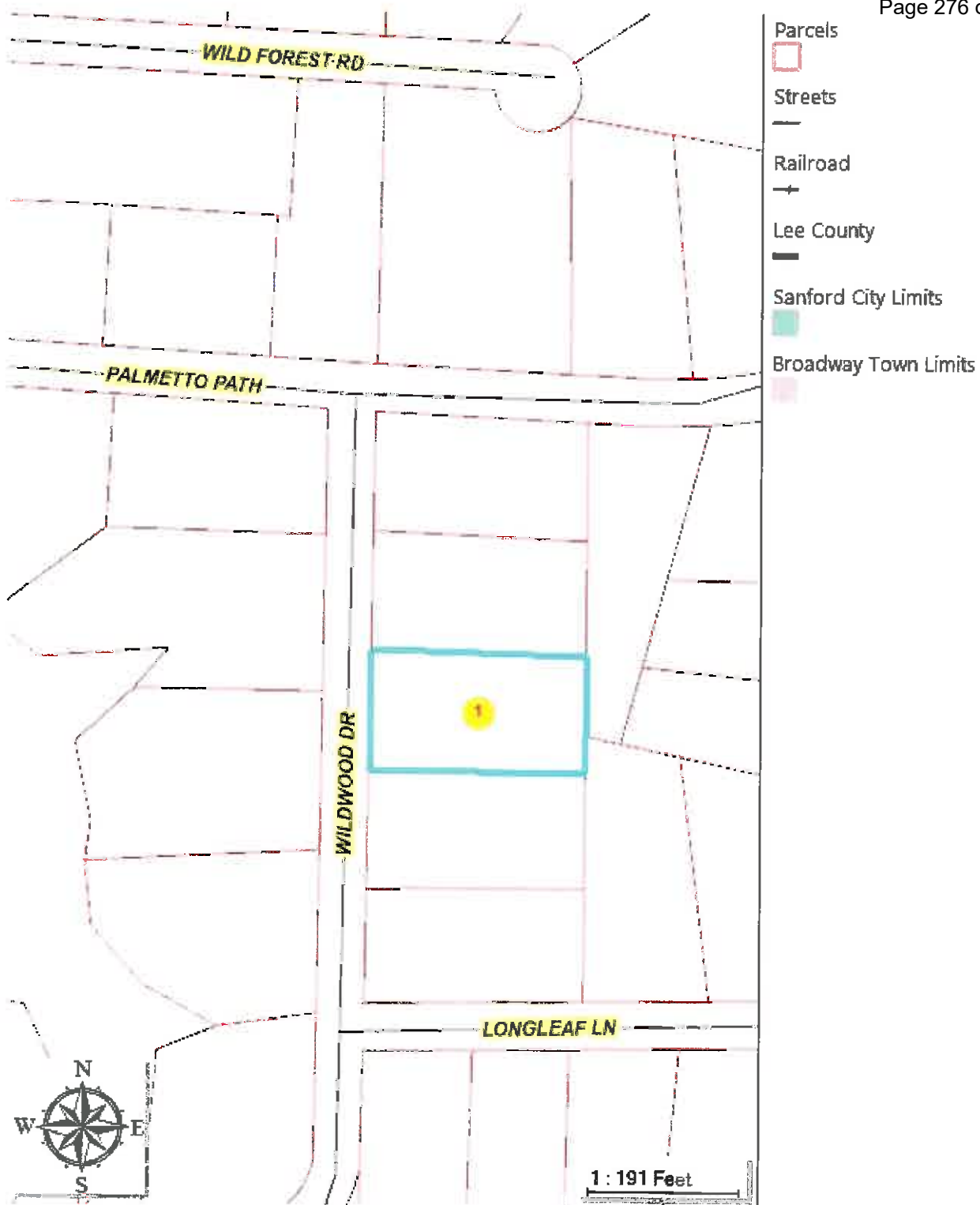
PIN #:

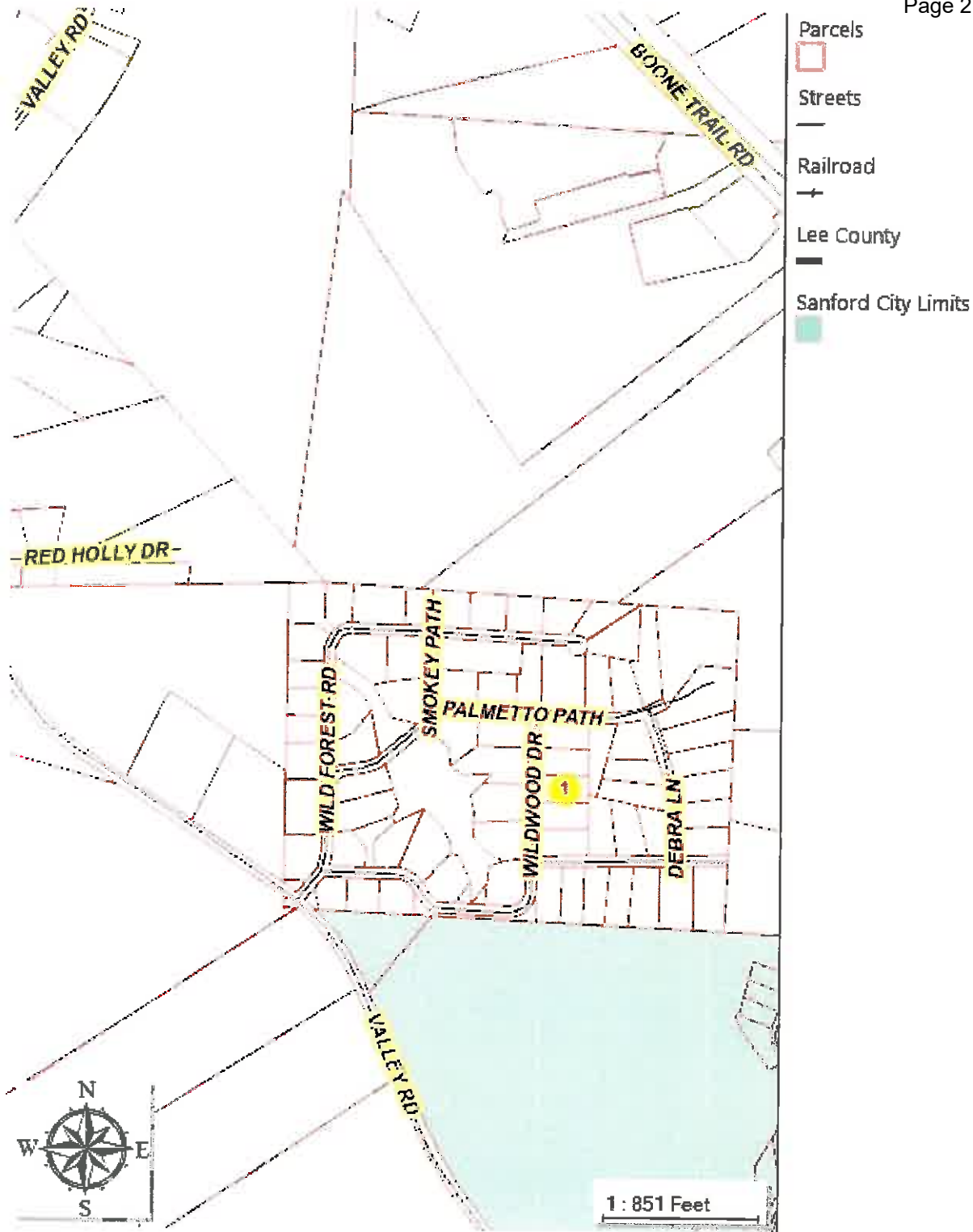
OFFER AMOUNT: \$ 1,500.⁰⁰

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

Joseph Ben Lucas (Signature)





REDIFORM • Calhoun • \$165/NCN Dupl. rate • \$165/NCN Triple rate

DATE <u>7-30-19</u>		RECEIPT <u>265870</u>	
RECEIVED FROM <u>Joseph Benjamin Lucas</u>			
ADDRESS _____			
FOR <u>Two hundred seventy five + no</u>		DOLLARS \$ <u>275.00</u>	
<u>Wildwood Dr Lot 29</u>		PIN# <u>9634-12-1809-00</u>	
<u>5% Bid Deposit \$75 + Advertising - \$200</u>			
ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	<u>275.00</u>
AMOUNT PAID		CHECK	
BALANCE DUE		MONEY ORDER	
		BY <u>Lee County Finance</u>	
		<u>C Contain</u>	

PARID: 963412180900
COUNTY OF LEE

0 WILDWOOD DR VACANT

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:	963412180900 /
Tax Year:	2019
Tax Jurisdiction:	FWS : WEST SANFORD FIRE DISTRICT
Neighborhood:	863 : Wildwood

Valuation

Appraised Land:	5,900
Appraised Building:	0
Appraised Total:	5,900
Deferred:	0
Exempts/Excluded:	5,900
Assessed Real:	0
Total Assessed:	0

Owner

Account Number:	41747
Name:	COUNTY OF LEE
Name 2:	
Own %	100
Mailing Address:	PO BOX 1968
	SANFORD NC 27331

Linked Sale [534/196](#)

Legal

Physical Address:	0 WILDWOOD DR
Legal Description 1:	VACANT WILDWOOD DR
Plat Cabinet/Slide:	/

Description

NBHD Code / Name:	863 : Wildwood
Class:	EX : EXEMPT
Land Use:	XLEE : LEE COUNTY MUNICIPAL
Zoning:	RR
Living Units:	
Deeded Acres:	
Calculated Acres:	.9236

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
02-JUN-94	534	196		2,000	8

Jennifer Gamble

From: Denette Fitzpatrick
Sent: Wednesday, July 31, 2019 2:32 PM
To: Jennifer Gamble
Subject: RE: Property Inquiry

Jennifer,

I called and left a voice message regarding this property. This parcel was deeded to the County by the owner back when the County installed waterlines to this neighborhood. Each parcel in the development was assessed a fee for the waterline. Mr. Green owned two lots at the time, this being one of them. He did not want to pay the waterline assessment fee and deeded the property to the County. The only costs associated with this parcel is the original waterline assessment fee of \$1,912.49 which was not paid. Feel free to contact me if you have any questions. Thanks so much.



Denette Fitzpatrick
Tax Collections Manager

Lee County Government | 106 Hillcrest Drive | Sanford, NC 27330
919-718-4661 Ext. 5423 | dfitzpatrick@leecountync.gov | www.leecountync.gov

From: Jennifer Gamble
Sent: Wednesday, July 31, 2019 1:49 PM
To: Denette Fitzpatrick <dfitzpatrick@leecountync.gov>
Subject: Property Inquiry

Denette,

Can you tell me the amount owed on lot 29 located on Wildwood Drive (PIN 9634-12-1809-00)?

Thank you,



Jennifer Gamble, NCCCC
Deputy County Attorney/Clerk to the Board of Commissioners

Lee County Government | 408 Summit Drive | Sanford, NC 27330
919-718-4605 – Ext. 5507 | jgamble@leecountync.gov | www.leecountync.gov

BOOK 534 Page 196

4343
60578

LEE COUNTY

06-02-94

\$4.00

Real Estate
Excise Tax

NORTH CAROLINA, LEE COUNTY

Presented for registration on the _____ day of _____ 1994
Recorded in Book 534 Page 196
Nella W. Thomas, Register of Deeds

Excise Tax

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 19____
by _____

Mail after recording to County Manager, P.O. Box 1968, Sanford, NC 27331-1968

This instrument was prepared by K.R. Hoyle, Attorney at Law

Brief description for the Index

Lots 27 & 29 Wildwood Section II

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 9th day of May, 1994, by and between

GRANTOR

DONALD W. GREEN and wife, MARY E.
GREEN
635 Fox Run Lane
Algonquin, ILL 60102

GRANTEE

COUNTY OF LEE
Z William K. Cowan
County Manager
Lee County Government Center
106 Hillcrest Drive
P.O. Box 1968
Sanford, NC 27331-1968

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

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee; the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, West Sanford Township,

Lee County, North Carolina and more particularly described as follows:

All of Lots 27 and 29 as shown on the map entitled, "Wildwood Section II", prepared by William & Works, dated January 1977, recorded in Plat Cabinet 1, Page 73, Lee County Registry.

This conveyance is made subject to those covenants and restrictions as set out in instrument dated February 22, 1978, and recorded in Book 287, Page 774, Lee County Registry.

This property is conveyed subject to the following assessments:

- (a) For the Wildwood Subdivision Water Line Assessment which the Grantee assumes and agrees to pay in full as a consideration for this conveyance.
- (b) Pro rata share of ad valorem taxes from and after May 15, 1994, which Grantee assumes and agrees to pay in full as a consideration for this conveyance.

BOOK 534 PAGE 197

The property hereinabove described was acquired by Grantor by instrument recorded in Book 295, Page 774

Lee County Registry

A map showing the above described property is recorded in Plat XXX Cabinet 1 page 73, Lee County Registry.

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

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

(Corporate Name)

By:

President

ATTEST:

Secretary (Corporate Seal)

ILLINOIS

McHenry County.



I, a Notary Public of the County and State aforesaid, certify that Donald W. Green and Mary E. Green Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19th day of May, 1994.

My commission expires: Jan. 23, 1998 Notary Public

SEAL-STAMP

NORTH CAROLINA, County.

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

personally came before me this day and acknowledged that he is Secretary of

a North Carolina corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its

President, sealed with its corporate seal and attested by as its Secretary.

Witness my hand and official stamp or seal, this day of 19.

My commission expires: Notary Public

The foregoing Certificate(s) of Mary T. Cox, Notary Public

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Lee W. Thomas REGISTER OF DEEDS FOR Lee County

By Thomas E. Thomas Deputy/Assistant - Register of Deeds



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VII. C.

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

MEETING DATE: August 19, 2019

SUBJECT: Consideration of Resolution requesting NCDOT allocation of funding for the realignment of Kelly Drive to support pedestrian safety in and around Central Carolina Community College.

DEPARTMENT: Governing Body

CONTACT PERSON: Amy Dalrymple, Chair

TYPE: ☐ Consent Agenda ☒ Action Item ☐ Public Hearing ☐ Information

REQUEST	Consider Resolution requesting NCDOT allocation of funding for the realignment of Kelly Drive to support pedestrian safety in and around Central Carolina Community College.
BUDGET IMPACT	N/A
ATTACHMENTS	Resolution
PRIOR BOARD ACTION	Adopted Resolution 10-5-15 endorsing the road improvement recommendations provided by TARPO which included Kelly Drive, voted to send letter of support on 12-5-16 to move Kelly Drive using the safest possible design due to the increasing concern about pedestrian traffic in front of the Community College, Adopted Resolution on 6-19-17 endorsing TARPO project list developed for consideration in NC DOT prioritization with the Kelly Drive project named as Lee County's first priority, on 2-9-18 directed County Manager to send letter to Division Engineer for Division 8 of NCDOT regarding a request for reallocation of funds to fund the Kelly Drive project, on 5-7-18 approved the road improvement rankings recommended by the Lee County Transportation Committee ranking H150148 – SR 1521 (Kelly Drive) form SR 1519 (Nash St) to northeast of Central Carolina Community College campus to realign Kelly Drive to bypass CCCC as a top priority on the list, and named the Kelly Drive project as a goal during discussion with Senator Jim Burgin and Representative John Sauls at the Board's planning retreat on January 31, 2019.
RECOMMENDATION	Adopt Resolution as presented.
SUMMARY	

The Board of Commissioners have continuously expressed concern and have issued requests to NC DOT to address the safety hazard to pedestrian traffic along Kelly Drive in front of Central Carolina Community College. With the completion of the new Health Sciences Center, Veterinary Medical Technology facility, plans to begin construction on a large animal facility, and anticipated projects related to a library and Lee Early College facility, the hazard to pedestrian traffic is a growing concern. The proposed Resolution has been requested to send to legislators, NCDOT and the Secretary of Transportation due to the timing of upcoming construction projects that could work to collaborate with NCDOT to address the realignment of Kelly Drive.



RESOLUTION REQUESTING PRIORITIZATION OF TRANSPORTATION FUNDING FOR THE REALIGNMENT OF KELLY DRIVE

WHEREAS, the realignment of Kelly Drive to bypass Central Carolina Community College (CCCC) consistently ranks as the highest transportation project priority amongst local county officials; and,

WHEREAS, Lee County is a member of the Triangle Area Rural Planning Organization (TARPO) that is responsible for developing a transportation project list for priority consideration to be evaluated by the North Carolina Department of Transportation (NCDOT); and,

WHEREAS, the Lee County Board of Commissioners (the Board) has consistently supported efforts by TARPO that prioritize the realignment of Kelly Drive in their list of road improvement recommendations to the NCDOT including Board Resolutions passed in 2015 and 2017 endorsing TARPO's project recommendation list that included the Kelly Drive project as Lee County's highest priority; and,

WHEREAS, Kelly Drive, which bi-sects the CCCC campus, is a primary and frequently used roadway connection between the 421 Bypass and Horner Boulevard (HWY 421/87) through the City of Sanford; and,

WHEREAS, in 2018, the completion of new facilities and the expansion of programs offered at CCCC has significantly increased traffic on and thru campus, which increases the safety risk to growing pedestrian traffic as students frequently cross over Kelly Drive to access classrooms and parking; and,

WHEREAS, CCCC plans additional facility expansions with the Large Animal Vet Tech Facility construction starting later in 2019 and proposed projects for a new Library and Lee Early College classrooms that will further exacerbate growing safety concerns related to increased vehicular and pedestrian traffic on and thru campus; and,

WHEREAS, design and development plans for approved and prospective campus expansion projects may include funding support for the Kelly Drive realignment project; and,

WHEREAS, the Board strongly believes the realignment of Kelly Drive to bypass the CCCC campus is essential to preserve the safety of CCCC students and faculty, as well as the safety of drivers in Lee County that use Kelly Drive.

NOW, THEREFORE BE IT RESOLVED, that the Lee County Board of Commissioners requests that the NCDOT allocate funding as soon as possible to support the realignment of Kelly Drive in Lee County.

Adopted this _____ day of _____ 2019.

Attest:

Chairman

Clerk to the Board



ITEM #:

VIII. A.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

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

MEETING DATE: August 19, 2019

SUBJECT: Preliminary June 2019 Financial Report

DEPARTMENT: Finance

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

TYPE: ☐ Consent Agenda ☐ Action Item ☐ Public Hearing ☒ Information

REQUEST	N/A – Information only
BUDGET IMPACT	N/A
ATTACHMENTS	Preliminary Monthly Financial Report for the Month Ended June 30, 2019; monthly sales tax distribution; historical analysis of sales tax; county-wide historical analysis of sales tax
PRIOR BOARD ACTION	N/A
RECOMMENDATION	N/A
SUMMARY	

Attached is the preliminary monthly financial report for June 2019. Please remember that sales tax revenues run three months behind. There are also other revenues and expenditures related to FY 2018-2019 that will be booked between now and mid-August. At this time, we are at 102.58% of our ad valorem tax budget. At this time, there are no departments exceeding their budgets.

Sales tax reports are attached showing revenues received through May 2019 collections. We are still tracking well against our budget figures and are seeing growth in the 5-6% range.

Lee County
Preliminary Monthly Financial Report
For the month ended June 30, 2019

	For the year ending June 30, 2018				For the year ending June 30, 2019			
	17-18 Budget	YTD Thru 6/30/18	June 2018	% Used	18-19 Budget	YTD Thru 6/30/19	June 2019	% Used
General Fund								
Revenues								
Ad Valorem Taxes	42,101,861	41,986,532.97	487,995.24	99.73%	43,081,278	44,192,439.74	862,427.58	102.58%
Local Option Sales Taxes	13,669,336	11,380,243.42	2,312,790.42	83.25%	14,830,164	12,043,848.38	2,416,944.50	81.21%
Other Taxes and Licenses	424,400	516,781.41	81,512.13	121.77%	437,707	555,682.04	80,814.07	126.95%
Unrestricted Intergovernmental	753,230	707,310.85	-	93.90%	703,310	664,652.72	-	94.50%
Restricted Intergovernmental	8,285,478	6,700,251.26	502,947.74	80.87%	8,735,418	6,828,472.23	568,254.83	78.17%
Permits and Fees	260,025	263,087.03	20,471.52	101.18%	269,541	263,144.13	21,445.54	97.63%
Sales and Services	2,778,928	2,662,384.38	152,445.88	95.81%	2,816,795	2,729,365.73	195,986.20	96.90%
Investment Earnings	75,000	223,069.47	23,106.90	297.43%	230,000	434,655.52	17,949.09	188.98%
Miscellaneous	380,306	473,567.69	103,628.92	124.52%	445,078	448,519.75	147,738.79	100.77%
Total Revenues	68,728,564	64,913,228.48	3,684,898.75	94.45%	71,549,291	68,160,780.24	4,311,560.60	95.26%
Expenditures								
General Government								
Governing Body	254,149	208,224.19	19,005.22	81.93%	232,404	193,935.96	11,915.91	87.43%
Administration	672,049	604,432.12	54,206.41	89.94%	464,311	401,772.95	38,940.08	87.36%
Human Resources	346,188	316,553.51	55,288.67	91.44%	447,057	418,965.40	89,995.23	94.44%
Finance	503,660	477,587.03	39,964.84	94.82%	562,681	527,258.81	34,843.84	93.84%
Internal Services	673,373	608,828.58	64,594.62	90.41%	704,834	643,583.57	64,851.11	91.87%
Tax Administration	1,648,593	1,432,381.93	128,269.57	86.89%	1,720,193	1,574,774.51	128,724.27	92.55%
Strategic Services	418,266	407,359.62	37,978.52	97.39%	430,853	421,909.39	29,779.94	97.92%
County Attorney	-	-	-	N/A	344,385	303,060.90	22,393.17	89.42%
Pretrial Release	75,974	70,895.47	7,544.67	93.32%	-	-	-	N/A
Court Facilities	13,952	9,770.49	50.61	70.03%	41,100	3,190.61	52.25	9.04%
Elections	601,124	388,524.45	135,228.47	64.63%	415,314	318,014.85	42,040.48	76.93%
Register of Deeds	291,635	280,552.02	25,183.11	96.20%	341,219	320,300.55	25,898.18	95.41%
IT	1,259,508	1,153,658.15	76,211.71	91.60%	1,425,138	1,254,682.28	107,028.64	92.36%
General Services	4,395,217	3,934,706.45	283,569.49	89.52%	3,248,225	2,880,821.07	330,966.19	89.48%
Total	11,153,688	9,893,474.01	927,095.91	88.70%	10,377,744	9,262,270.85	927,429.29	90.58%
Public Safety								
Sheriff	6,420,680	6,140,473.35	596,004.58	95.64%	6,824,223	6,413,986.27	466,333.12	94.78%
Jail	2,370,956	2,221,484.06	271,244.94	93.70%	2,454,252	2,227,418.39	227,366.85	90.88%
911 Communications	317,712	317,712.00	26,476.00	100.00%	357,836	357,836.00	29,819.63	100.00%
State Fire Control Contribution	100,194	77,116.56	6,701.79	76.97%	100,194	89,488.09	4,483.89	100.00%
Inspections	32,253	-	-	0.00%	21,744	-	-	0.00%
Medical Examiner	70,000	45,300.00	2,750.00	64.71%	70,000	49,350.00	4,900.00	70.50%
Juvenile Detention	75,500	65,359.00	14,030.00	86.57%	100,400	88,694.00	14,640.00	88.34%
Emergency Medical Services	662,275	659,518.75	46,856.25	99.58%	573,520	573,520.00	47,793.37	100.00%
Emergency Services	347,814	319,762.62	26,910.77	91.93%	318,677	297,359.41	39,318.13	94.15%
Fire Marshall	327,968	307,812.01	61,063.65	93.85%	323,449	309,595.61	54,495.44	95.67%
Total	10,725,352	10,154,538.35	1,052,037.98	94.68%	11,144,295	10,407,247.77	889,150.43	94.02%

Lee County
Preliminary Monthly Financial Report
For the month ended June 30, 2019

	For the year ending June 30, 2018				For the year ending June 30, 2019				% Used
	17-18 Budget	YTD Thru 6/30/18	June 2018		18-19 Budget	YTD Thru 6/30/19	June 2019	Encumbrances	
Economic/Physical Development									
Planning	396,324	396,324.00	-	100.00%	661,694	442,621.65	13,464.93	-	66.89%
Economic Development	496,548	331,694.71	229.98	66.80%	1,031,085	551,287.96	238.45	-	53.47%
Cooperative Extension	284,893	254,810.45	18,478.59	89.44%	252,342	203,618.61	16,249.67	-	80.69%
Conservation	118,486	112,385.35	11,823.59	94.85%	163,939	157,930.24	8,871.52	-	96.33%
Total	1,296,251	1,095,214.51	30,532.16	84.49%	2,109,060	1,355,458.46	38,824.57	-	64.27%
Health and Welfare									
Health Department	3,511,668	3,032,542.61	349,155.47	86.36%	3,580,492	3,121,455.19	258,272.11	19,969.38	87.74%
Mental Health	240,000	240,000.00	20,000.00	100.00%	240,000	240,000.00	20,000.00	-	100.00%
Social Services-Admin	7,052,699	6,437,155.26	638,255.50	91.27%	7,295,825	6,638,653.45	469,133.15	15,377.37	91.20%
Social Services-Programs	1,475,748	891,491.46	100,533.93	60.41%	1,545,546	777,661.48	73,880.15	9,140.77	50.91%
Human Services Nonprofits	34,000	34,000.00	2,833.26	100.00%	43,500	33,500.00	2,791.96	-	77.01%
Senior Services - Transportation	907,969	821,346.58	83,401.31	90.46%	1,108,274	1,031,482.70	67,266.30	1,888.28	93.24%
Senior Services - General	1,007,040	900,202.77	92,082.31	89.39%	1,098,323	980,434.23	94,475.76	4,861.45	89.71%
ICPC	86,101	69,997.10	9,665.35	81.30%	161,771	150,797.73	15,957.16	2,000.00	94.45%
Emergency and Contingency	50,079	-	-	0.00%	45,000	-	-	-	0.00%
Total	14,365,304	12,426,735.78	1,295,927.13	86.51%	15,118,731	12,973,984.78	1,001,776.59	53,237.25	86.17%
Education									
School Current Expense	17,512,278	17,512,278.00	1,459,356.50	100.00%	17,862,278	17,862,278.00	1,488,523.13	-	100.00%
School Capital Outlay	2,032,506	1,347,506.00	112,292.13	66.30%	2,032,506	1,626,330.29	391,116.42	-	80.02%
CCCC Current Expense & Civic Ctr.	2,841,860	2,841,860.00	236,821.74	100.00%	2,952,655	2,952,655.00	246,054.62	-	100.00%
CCCC Special Appropriation	115,000	115,000.00	-	100.00%	125,000	56,459.00	28,658.00	-	45.17%
CCCC Capital Outlay	290,000	290,000.00	24,166.63	100.00%	45,000	45,000.00	3,750.00	-	100.00%
Total	22,791,644	22,106,644.00	1,832,637.00	96.99%	23,017,439	22,542,722.29	2,158,102.17	-	97.94%
Cultural and Recreational									
Libraries	705,337	610,300.05	68,672.12	86.53%	705,549	613,687.37	59,273.50	23,244.40	90.27%
Parks and Recreation	1,828,693	1,418,007.86	182,616.67	77.54%	1,569,085	1,273,160.73	150,592.20	32,282.42	83.20%
Nonprofits	7,000	7,000.00	583.26	100.00%	7,000	7,000.00	583.26	-	100.00%
Total	2,541,030	2,035,307.91	251,872.05	80.10%	2,281,634	1,893,848.10	210,448.96	55,526.82	85.44%
Debt Service									
	9,373,949	9,372,100.61	-	99.98%	11,347,171	11,345,879.69	3,210.00	-	99.99%
Total Expenditures	72,247,218	67,084,015.17	5,390,102.23	92.85%	75,396,074	69,781,411.94	5,228,942.01	316,810.65	92.97%
Revenues Over (Under) Expenditures	(3,518,654)	(2,170,786.69)	(1,705,203.48)	61.69%	(3,846,783)	(1,620,631.70)	(917,381.41)	N/A	N/A

Lee County
Preliminary Monthly Financial Report
For the month ended June 30, 2019

	For the year ending June 30, 2018				For the year ending June 30, 2019			
	17-18 Budget	YTD Thru 6/30/18	June 2018	% Used	18-19 Budget	YTD Thru 6/30/19	June 2019	% Used
Other Financing Sources (Uses):								
Transfers From Other Funds	667,899	667,899.00	-	100.00%	2,067,120	1,810,217.00	1,810,217.00	87.57%
Transfers to Other Funds	(1,076,829)	(1,076,829.00)	-	100.00%	(912,000)	(912,000.00)	(200,000.00)	100.00%
Total Other Financing Sources (Uses)	(408,930)	(408,930.00)	-	100.00%	1,155,120	898,217.00	1,610,217.00	77.76%
Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing (Uses)	(3,927,584)	(2,579,716.69)	(1,705,203.48)	65.68%	(2,691,663)	(722,414.70)	692,835.59	26.84%
Appropriated Fund Balance	3,927,584	-	-	0.00%	2,691,663	-	-	0.00%
Revenues, Other Financing Sources and Appropriated Fund Balance Over (Under) Expenditures and Other Financing Uses	-	(2,579,716.69)	(1,705,203.48)	N/A	-	(722,414.70)	692,835.59	N/A

Lee County
Sales Tax Distribution
2018-2019

Date	For the Month of	Total Distribution	Article 40			Article 42			Article 44	Art. 44 *524	Article 46
			Total	Co. (70%)	Sch (30%)	Total	Co. (40%)	Sch (60%)			
1st qtr totals	Jul-18	1,145,272.52	251,313.00	175,919.10	75,393.90	255,083.05	102,033.22	153,049.83	-	21,708.82	159,989.39
	Aug-18	1,167,240.89	264,166.85	184,916.80	79,250.06	259,460.85	103,784.34	155,676.51	74.83	21,708.82	163,400.99
	Sep-18	1,137,414.06	261,103.84	182,772.69	78,331.15	251,642.33	100,656.93	150,985.40	213.27	21,708.82	153,817.60
		3,449,927.47	776,583.69	543,608.58	232,975.11	766,186.23	306,474.49	459,711.74	288.10	65,126.46	477,207.98
2nd qtr totals	Oct-18	1,208,309.67	259,453.90	181,617.73	77,836.17	270,391.42	108,156.57	162,234.85	-	21,708.82	171,618.55
	Nov-18	1,318,550.51	282,714.60	197,900.22	84,814.38	296,354.58	118,541.83	177,812.75	58.32	21,707.94	188,915.32
	Dec-18	1,480,477.73	300,593.53	210,415.47	90,178.06	335,258.06	134,103.22	201,154.84	163.21	21,707.94	212,043.39
		4,007,337.91	842,762.03	589,933.42	252,828.61	902,004.06	360,801.62	541,202.44	221.53	65,124.70	572,577.26
3rd qtr totals	Jan-19	1,085,404.61	229,170.04	160,419.03	68,751.01	242,606.02	97,042.41	145,563.61	-	21,707.94	154,881.94
	Feb-19	1,084,233.89	235,848.56	165,093.99	70,754.57	240,999.90	96,399.96	144,599.94	-	21,707.94	149,609.72
	Mar-19	1,339,682.12	306,232.25	214,362.58	91,869.68	298,762.17	119,504.87	179,257.30	882.17	21,707.94	185,042.51
		3,509,320.62	771,250.85	539,875.60	231,375.26	782,368.09	312,947.24	469,420.85	882.17	65,123.82	489,534.17
4th qtr totals	Apr-19	1,077,262.38	284,772.15	199,340.51	85,431.65	233,843.96	93,537.58	140,306.38	(0.01)	21,707.94	144,604.19
	May-19	1,296,218.91	294,293.41	206,005.39	88,288.02	289,054.35	115,621.74	173,432.61	-	21,664.83	182,489.98
	Jun-19										
		2,373,481.29	579,065.56	405,345.89	173,719.67	522,898.31	208,159.32	313,738.99	(0.01)	43,372.77	327,094.17
Grand total		13,340,067.29	2,969,662.13	2,078,763.49	890,898.64	2,973,456.69	1,189,382.68	1,784,074.01	1,391.79	238,747.75	1,866,413.58
Budget			3,238,091.00	2,266,664.00	971,427.00	3,303,507.00	1,321,403.00	1,982,104.00	-	247,487.00	2,068,034.00
% of budget received				91.71%	91.71%		90.01%	90.01%		96.47%	90.25%
Projection											
		6,059,970.00	2,269,580.00	972,680.00			1,349,840.00	2,024,760.00		260,500.00	2,102,070.00
% of projection received				91.59%	91.59%		88.11%	88.11%		91.65%	88.79%
Amount need to meet projection											
		769,574.65	190,816.51	81,781.36			160,457.32	240,685.99		21,752.25	235,656.42

HISTORICAL ANALYSIS OF SALES TAX RECEIVED
 Based on actual monthly distributions

ARTICLE 39

	Population	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total	Period % change
FY 16-19		536,655.09	544,609.11	532,933.79	566,845.55	616,376.24	700,748.70	508,924.70	509,702.43	626,861.04	493,765.57	605,815.01	589,089.22	6,245,227.23	5.88%
FY 17-18		502,335.01	515,872.02	587,171.25	532,570.42	549,367.57	661,606.43	470,380.92	447,291.67	570,633.12	510,890.81	573,590.75	589,089.22	6,508,768.19	4.72%
FY 18-19		478,761.95	488,989.97	508,612.09	499,035.31	520,210.40	660,084.10	469,879.41	487,806.26	535,085.15	502,865.98	518,803.29	534,492.78	6,215,685.59	5.63%
FY 19-16		465,259.08	470,623.97	458,109.37	475,089.40	475,500.80	445,072.61	445,072.61	462,009.05	538,114.82	502,265.98	518,803.29	534,492.78	5,829,280.36	6.34%
FY 14-16		429,302.83	417,505.46	433,591.85	397,178.96	470,844.04	557,555.57	410,327.35	435,287.37	448,226.83	475,565.07	477,470.61	498,035.37	5,450,881.31	4.99%
FY 13-14		400,368.31	441,107.55	388,259.09	417,739.52	443,264.86	493,573.88	385,160.28	410,925.03	415,134.15	470,537.12	474,093.44	474,093.44	5,151,693.42	12.85%
FY 12-13	58,059	358,208.34	376,813.94	376,209.55	360,718.99	375,443.30	385,222.34	350,932.73	384,914.26	422,448.32	297,237.40	455,231.11	446,826.97	4,600,006.25	

ARTICLES 40 & 42

FY 18-19		506,398.05	523,627.70	512,746.17	529,845.32	579,069.18	635,851.59	471,776.06	476,848.46	604,994.42	518,616.11	583,347.76	579,007.28	5,943,118.82	6.09%
FY 17-18		493,429.46	494,817.32	525,632.77	488,354.85	527,463.11	807,841.25	446,577.81	425,705.31	546,176.97	498,031.49	548,989.24	549,031.55	6,181,606.88	4.88%
FY 16-17		460,878.30	484,191.31	477,910.40	497,872.47	497,786.82	562,478.43	427,237.63	451,353.83	522,491.99	475,774.40	475,774.40	549,031.55	5,895,332.79	5.20%
FY 15-16		466,881.30	445,744.26	446,455.17	439,688.90	451,935.72	504,219.69	407,565.16	426,059.30	510,177.99	487,813.97	483,931.86	523,701.55	5,604,174.87	5.27%
FY 14-15		431,269.14	427,265.94	423,446.27	416,848.15	446,206.02	535,779.10	400,333.33	408,757.64	424,685.78	453,080.59	484,791.71	492,834.82	5,323,867.59	6.18%
FY 13-14		402,646.16	417,774.34	393,089.15	376,277.86	426,467.20	476,486.27	360,353.10	393,435.72	413,962.54	418,493.31	454,410.74	479,948.49	5,013,344.58	13.66%
FY 12-13	58,059	352,094.18	357,550.03	345,418.63	332,826.02	356,084.28	371,346.76	318,911.05	367,963.33	387,527.23	342,015.10	431,551.71	445,396.98	4,410,825.30	

ARTICLE 44

FY 18-19		21,708.82	21,783.65	21,922.09	21,706.62	21,766.26	21,871.15	21,707.94	21,707.94	22,590.11	21,707.93	21,664.83	21,708.82	240,139.54	5.80%
FY 17-18		20,837.11	20,809.65	20,677.25	20,687.94	20,625.27	20,625.27	20,648.52	20,637.53	20,625.27	20,658.97	20,779.84	21,708.82	249,122.64	7.16%
FY 16-17		19,571.19	19,265.47	19,369.47	19,221.44	19,201.56	19,214.45	19,220.34	19,201.56	19,220.34	19,206.95	19,211.47	20,608.11	232,483.35	
FY 15-16		3.14	8.31	167.07	1.92	56.20	80.34	113.05	153.30	275.86	44.31	82.70	19,287.83	20,253.96	
FY 14-15		192.39	112.85	80.16	(249.79)	37.51	35.64	38.83	(662.51)	18.11	116.77	33.51	95.08	(151.45)	
FY 13-14		66.60	50.01	77.78	99.52	73.90	235.15	205.21	764.73	167.96	839.71	2,652.51	2,652.51	5,233.71	
FY 12-13	58,059	(634.83)	1,424.73	1,058.22	234.92	141.46	152.99	(25.93)	6,171.87	131.56	141.04	338.38	61.76	9,195.97	

ARTICLE 48

FY 18-19		159,989.39	163,400.99	153,817.60	171,618.55	188,915.32	212,043.39	154,881.94	149,609.72	185,042.51	144,604.19	182,489.89	176,221.64	1,866,413.58	5.70%
FY 17-18		148,167.88	154,558.94	168,838.69	162,022.85	165,277.35	198,388.88	141,504.75	133,525.07	169,916.95	151,020.50	172,583.78	176,221.64	1,944,040.28	4.35%
FY 16-17		141,152.73	149,578.29	162,816.21	148,785.05	156,780.27	174,044.85	139,697.84	147,610.04	158,177.70	165,020.11	152,654.53	176,761.75	1,853,087.47	8.85%
FY 15-16		137,434.69	135,362.20	135,294.78	139,853.57	139,515.62	140,169.80	127,237.32	133,843.98	162,802.67	147,095.84	151,139.66	161,899.68	1,711,649.81	10.16%
FY 14-15		122,047.40	116,047.51	124,083.08	110,787.71	133,765.02	161,320.16	113,075.29	122,868.95	127,883.13	137,380.67	137,558.26	146,946.08	1,553,572.26	7.14%
FY 13-14		111,509.99	122,621.52	105,729.88	118,933.94	123,682.86	140,287.92	105,673.29	113,268.27	112,619.75	127,126.08	134,479.38	134,151.34	1,449,984.23	1.74%
FY 12-13	58,059	112,209.67	121,853.30	116,962.37	115,284.21	123,047.73	138,791.47	111,487.86	119,510.09	134,720.91	77,281.45	129,453.14	123,541.55	1,425,163.75	

CITY HOLD HARMLESS

FY 18-19		(79,476.83)	(86,180.56)	(84,005.59)	(81,078.57)	(89,276.49)	(90,037.10)	(71,896.03)	(73,834.66)	(99,805.96)	(101,421.42)	(97,099.67)	(96,250.27)	(954,201.88)	6.34%
FY 17-18		(85,406.36)	(61,726.85)	(79,446.98)	(72,508.60)	(87,156.39)	(89,187.93)	(69,246.06)	(69,598.37)	(89,148.33)	(84,018.33)	(89,888.07)	(86,520.27)	(955,561.34)	5.10%
FY 16-17		(75,955.85)	(82,151.71)	(75,360.83)	(74,269.98)	(81,565.40)	(84,597.28)	(61,710.66)	(68,472.43)	(89,101.45)	(79,181.26)	(76,515.82)	(66,521.70)	(945,404.17)	8.76%
FY 15-16		(86,904.69)	(72,675.37)	(78,202.56)	(67,806.96)	(74,974.17)	(60,929.51)	(65,056.81)	(63,452.31)	(84,560.80)	(77,337.98)	(80,032.44)	(80,032.44)	(943,443.42)	8.76%
FY 14-15		(73,342.36)	(67,451.92)	(75,031.46)	(76,968.81)	(66,810.69)	(63,041.27)	(63,803.99)	(58,080.79)	(63,472.47)	(68,982.76)	(60,511.41)	(60,187.81)	(867,485.24)	12.07%
FY 13-14		(64,607.71)	(58,106.38)	(63,582.88)	(48,298.85)	(52,106.60)	(70,113.63)	(48,850.17)	(56,797.97)	(64,923.66)	(55,636.36)	(71,145.03)	(82,837.75)	(745,910.01)	-15.03%
FY 12-13	58,059	(82,881.24)	(78,200.12)	(69,242.25)	(67,944.14)	(79,279.06)	(83,624.52)	(62,245.81)	(76,873.64)	(77,435.58)	(67,981.64)	(61,509.81)	(69,545.70)	(875,743.51)	

TOTAL

FY 18-19		1,145,272.52	1,167,240.89	1,137,414.06	1,208,939.67	1,316,550.51	1,480,477.73	1,085,404.61	1,084,233.89	1,339,682.12	1,077,262.38	1,296,215.91	1,282,875.89	13,340,697.29	5.82%
FY 17-18		1,078,163.12	1,104,331.48	1,202,872.98	1,131,126.46	1,175,576.91	1,396,973.90	1,017,846.94	957,581.21	1,218,203.98	1,094,596.44	1,227,037.54	1,282,875.89	13,889,956.55	4.74%
FY 16-17		1,024,508.32	1,069,883.33	1,083,237.34	1,063,862.29	1,112,413.65	1,241,222.55	994,308.84	1,037,498.88	1,145,873.73	1,172,774.57	1,073,011.30	1,242,782.23	13,281,165.03	6.50%
FY 15-16		982,673.52	979,063.37	961,823.83	986,826.71	992,034.17	1,026,439.53	919,059.63	957,008.72	1,145,873.73	1,172,774.57	1,073,011.30	1,242,782.23	12,221,875.58	6.55%
FY 14-15		905,469.40	885,998.30	813,739.44	847,007.72	984,242.90	1,171,849.20	859,970.81	904,968.66	937,341.38	987,170.34	999,302.68	1,048,823.64	11,460,184.47	4.99%
FY 13-14		849,983.35	923,444.04	823,573.02	866,651.79	931,402.22	1,040,469.39	802,541.71	861,595.78	876,960.74	942,333.12	986,282.84	1,008,008.03	10,515,246.03	14.08%
FY 12-13	58,059	738,986.12	778,441.88	770,426.52	741,220.00	777,437.71	812,889.04	719,059.90	811,685.71	867,392.44	648,713.35	955,104.53	946,080.56	9,568,437.76	

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

ARTICLE 39

Population	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total	Period % change
FY 18-19	725,823.89	739,581.68	720,790.85	766,856.38	838,351.43	947,759.85	698,318.66	689,370.52	847,827.07	667,802.45	820,993.23		8,448,276.01	6.47%
FY 17-18	681,043.61	698,402.65	768,952.49	722,041.80	744,814.83	896,984.67	648,546.32	696,423.63	773,643.98	692,649.28	775,765.69	810,264.45	8,820,641.41	4.62%
FY 16-17	649,437.73	676,890.47	689,929.27	676,938.43	705,662.31	786,880.62	681,706.28	773,833.82	749,330.03	749,330.03	680,441.42	790,280.44	8,430,726.44	6.09%
FY 15-16	642,346.59	649,753.46	632,475.54	655,918.52	656,486.52	667,004.92	614,476.71	637,859.53	744,315.11	693,466.72	703,482.32	725,036.27	8,022,820.21	8.25%
FY 14-15	578,980.45	563,069.89	594,751.37	535,856.50	635,005.12	751,948.86	553,389.11	587,051.52	604,502.36	641,372.16	687,598.23	687,598.23	7,410,923.80	7.16%
FY 13-14	531,825.48	585,945.48	515,744.20	554,904.54	588,837.71	655,638.90	511,627.89	545,852.52	551,443.70	599,764.08	634,591.19	639,387.43	6,916,567.13	3.01%
FY 12-13	539,511.98	587,418.24	586,508.12	543,181.95	585,354.29	580,079.87	528,445.50	594,674.27	636,135.93	394,002.26	604,706.51	593,275.87	6,713,234.79	

ARTICLES 40 & 42

FY 18-19	684,898.65	708,204.38	683,487.18	716,613.69	783,188.78	859,986.77	638,075.26	644,935.66	816,252.57	701,426.24	790,545.90		8,039,815.08	5.85%
FY 17-18	666,975.80	670,857.36	712,635.97	662,095.75	715,117.46	823,684.86	605,455.79	577,157.54	740,489.13	672,503.50	743,831.23	784,322.31	8,377,126.70	4.76%
FY 16-17	625,314.32	658,802.63	648,146.97	638,735.69	675,244.84	762,985.92	579,545.30	612,258.77	706,757.27	689,038.91	645,039.80	744,359.26	7,986,239.48	3.69%
FY 15-16	644,586.25	615,404.01	616,385.50	607,043.84	623,952.06	696,136.42	562,693.13	586,226.52	704,362.58	673,486.34	670,015.67	710,398.03	7,712,690.35	6.40%
FY 14-15	581,632.32	576,230.68	571,081.99	562,184.77	601,777.00	722,578.95	538,910.66	548,574.82	572,753.66	611,681.87	680,556.44	680,556.44	7,246,900.80	8.54%
FY 13-14	534,855.27	554,950.78	522,160.20	499,828.65	566,497.96	632,940.82	478,675.25	522,620.57	549,887.39	555,905.84	612,842.30	647,283.87	6,678,448.90	3.96%
FY 12-13	530,303.20	538,410.03	520,142.20	501,330.43	539,214.54	559,185.59	480,226.25	554,090.72	583,550.64	453,357.23	573,305.09	591,643.34	6,424,759.26	

ARTICLE 44

FY 18-19	29,361.09	29,462.29	29,649.54	29,361.09	29,438.79	29,580.66	29,359.91	29,359.91	30,553.05	29,359.90	29,359.91		324,846.14	5.35%
FY 17-18	27,979.14	28,213.33	28,033.56	28,048.05	27,963.07	27,963.07	27,995.95	27,979.70	27,963.07	28,008.75	28,104.67	29,361.09	337,913.45	7.07%
FY 16-17	26,548.20	26,133.50	26,261.00	26,073.77	26,046.80	26,064.30	26,048.24	26,046.29	26,072.28	26,052.99	26,046.29	27,939.83	316,333.39	
FY 15-16	4.34	11.47	230.67	2.51	77.59	110.92	156.07	211.66	380.86	61.17	112.17	26,136.74	27,496.17	
FY 14-15	286.46	152.19	108.11	(336.88)	50.59	52.37	(893.50)	48.07	24.42	157.48	131.27	131.27	(106.16)	
FY 13-14	88.46	66.43	103.32	132.19	98.16	312.36	272.59	1,015.83	223.12	1,115.43	0.86	3,577.31	7,006.06	
FY 12-13	(956.15)	2,145.41	1,593.51	353.75	213.02	230.37	(39.05)	9,293.49	188.10	188.96	449.49	82.04	13,750.94	

ARTICLE 46

FY 18-19	159,989.39	163,400.99	153,817.60	171,618.55	188,915.32	212,043.39	154,881.94	149,608.72	185,042.51	144,604.19	182,489.98		1,866,413.68	5.70%
FY 17-18	148,168.88	154,568.94	188,838.69	162,022.85	165,277.35	198,380.88	141,504.75	133,525.07	189,916.95	151,023.50	172,583.78	178,221.64	1,944,041.28	4.36%
FY 16-17	141,152.73	149,578.28	152,816.21	148,793.05	156,780.27	174,044.85	139,897.84	147,610.04	158,177.70	165,020.11	152,654.83	176,761.75	1,863,087.47	8.86%
FY 15-16	137,434.69	135,362.20	135,294.78	139,853.57	139,515.62	140,169.80	127,237.32	133,843.98	162,802.67	147,095.84	151,139.66	161,899.68	1,711,649.81	10.18%
FY 14-15	122,047.40	116,047.51	124,083.08	110,797.71	133,766.02	161,320.16	113,075.29	122,688.95	127,883.13	137,380.67	137,556.26	146,946.08	1,653,572.26	7.14%
FY 13-14	111,508.99	122,821.52	105,729.88	118,833.94	123,652.86	140,287.92	105,673.29	113,268.27	112,619.75	127,126.09	134,479.38	134,151.34	1,449,984.23	1.74%
FY 12-13	112,209.67	121,853.30	116,982.37	115,284.21	123,047.73	139,791.47	111,487.86	119,510.09	134,720.91	77,281.45	129,453.14	123,541.55	1,426,163.75	

TOTAL

FY 18-19	1,600,073.02	1,637,649.34	1,597,745.17	1,684,249.71	1,837,894.32	2,049,370.67	1,510,635.77	1,513,275.81	1,881,675.20	1,543,192.78	1,823,388.02		19,879,150.81	5.67%
FY 17-18	1,526,173.43	1,553,032.28	1,678,460.71	1,574,208.45	1,653,172.71	1,847,021.48	1,345,085.84	1,345,085.84	1,712,015.13	1,544,185.04	1,720,295.37	1,802,169.49	19,479,322.84	4.70%
FY 16-17	1,442,452.98	1,509,404.89	1,517,153.45	1,480,540.94	1,563,734.22	1,749,985.68	1,382,680.00	1,447,621.69	1,618,847.07	1,639,441.94	1,504,181.94	1,739,341.28	19,605,385.78	6.47%
FY 15-16	1,424,371.87	1,400,531.14	1,384,386.49	1,402,818.44	1,420,031.79	1,503,422.06	1,304,563.23	1,360,141.69	1,611,859.22	1,514,110.07	1,524,749.82	1,623,470.72	17,474,466.54	7.78%
FY 14-15	1,282,926.63	1,255,500.27	1,280,024.55	1,208,302.10	1,370,598.73	1,635,897.04	1,208,427.43	1,257,399.79	1,305,163.57	1,389,972.18	1,505,844.20	1,515,232.02	16,213,288.51	7.72%
FY 13-14	1,178,283.20	1,263,584.21	1,143,737.60	1,173,696.32	1,279,116.69	1,429,180.00	1,096,248.02	1,182,757.19	1,214,173.96	1,283,911.45	1,381,913.73	1,424,399.95	13,051,006.32	3.25%
FY 12-13	1,181,068.70	1,229,826.98	1,205,226.20	1,160,150.34	1,227,829.58	1,279,287.30	1,120,120.56	1,277,566.57	1,354,605.58	924,827.90	1,307,914.23	1,308,542.80	14,576,968.74	



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
VIII. B.

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

MEETING DATE: August 19, 2019

SUBJECT: County Manager's Monthly Report for August 2019.

DEPARTMENT: Administration

CONTACT PERSON: Dr. John Crumpton, County Manager

TYPE: ☐ Consent Agenda ☐ Action Item ☐ Public Hearing ☒ Information

REQUEST	County Manager's Monthly Report for the month of August 2019
BUDGET IMPACT	N/A
ATTACHMENTS	1) Monthly Report for August 2019 2) Building PM Weekly Report – Raleigh Executive Jetport 3) TARPO Update 4) OSFM NC Department of Insurance Letter 5) Monthly Tax Collections Report for July 2019 6) Parks and Recreation Agenda July 2019 7) Monthly Permit Report for July 2019
PRIOR BOARD ACTION	N/A
RECOMMENDATION	N/A
SUMMARY	

The County Manager has provided his monthly report for the month of August 2019.

County Manager's Report – August 19, 2019

Ongoing Projects

Courthouse Renovations Projects – We have received revised cost estimates for the Courthouse renovation projects. I have asked Moseley Architects to revisit the renovations of the main courthouse building due to it being extremely over budget. Two factors are influencing the cost of the project. First, construction inflation over the last three years of planning for this project has increased greatly. Second, the addition of security measures for all facilities due to the response from the District Attorney and Sheriff has increased costs greatly. As I stated before, the \$3,000,000 budgeted for this facility was a very small amount for what needed to be constructed in all the buildings. Inflation and security will cause us to consider borrowing more funds for this project.

Kiwanis Family Park Projects - The City of Sanford and their consultant have inducted to us via email that they plan to open the splash pad and all other improvements by August 30. The intent of the City is to have a big Labor Day weekend planned in the park. They also plan to keep the splash pad open through September.

Lee County Government Parks and Recreation Plans – Withers and Ravenel is completing the construction plans for Kiwanis Family Park, Horton Park, O. T. Sloan Park and Temple Park. We anticipate that these projects will be out to bid the next 30 to 45 days. Construction should begin in the fall and be completed by late spring. Again, just like the Courthouse Project, construction inflation has affected these projects. We expect the revised plans to come in on budget – a combined \$2 million.

Airport Terminal Building – the building should be completed in early September. The facility is a high quality project for the Airport. The Airport Authority is trying to find a date in October for an open house/grand opening. That date should be finalized by the end of August. All Commissioners will be invited to attend this event.

Other Items

Legislative Bills of Interest – The Legislature and Governor are still at an impasse over the FY 2019-20 and FY 2020-21-biennium budget. Again, the impacts are minimal in the short term for Lee County Government. Most of the programs we share responsibility with the State (Health and Human Services) will continue at the prior fiscal year levels. The Board of Education is being impacted by the impasse. The school system has not been able to offer annual contracts to some non-teacher positions and operational budgets at each school have not been communicated to Principals. S681 is one bill the Legislature has been working on that impact counties. The bill supports counties ability to authorize, subject to voter approval, an additional local options sales and use tax at either ¼ cent or ½ cent within sales tax caps. For additional updates, please read your legislative briefings that are sent to you each Friday from the NCACC legislative staff.

Opioid Crisis – We were notified last week that First Health has received a 3-year grant totaling \$1 million to address the Opioid Crisis in Lee County. Our Health Department is engaged with First Health to assist in administering the grant. As we learn more about the services that will be offered through this grant, we will report to the Commissioners at future meeting.

Tramway Rural Fire Department – Each Department in Lee County is reviewed/inspected by the State Department of Insurance periodically to review operations for their fire rating. After reading this report, I thought it was important to begin sharing these reviews with the Commissioners so that they can see the value the citizens of Lee County are receiving for the tax dollars they spend for fire service. We have excellent departments and the attached report shows that Tramway has been working hard.

Reports

Tax Report – Attached please find the Tax Collection Summary Report for July.

Parks and Recreation – Agenda for July.

Building Inspections Report – The July Building Inspections Report is attached.

Upcoming Meetings/Events:

August 22 to 24, 2019 – North Carolina Association of County Commissioners Annual Conference in Guilford County.

September 16, 2019 – Commissioners Regular Meeting – 6:00 pm.

October 7, 2019 – Commissioners Regular Meeting – 6:00 pm.

October 21, 2019 – Commissioners Regular Meeting – 6:00 pm.



Building - PM Weekly Report

Form Reference [F1.141458](#)
Owned By Ty Graning (SCI Building Division)
Date 8/8/2019 8:48:01 PM
Status Opened
Project Name 50-0026 Raleigh Executive Jetport
Project Reference 50-0026
Project Address
Location 50-0026 Raleigh Executive Jetport

Project 50-0026 Raleigh Executive Jetport
Report Date 8/8/2019
Prepared By Ty Graning

Activities For The Week

#	Check Item	Details
1	Site Construction	Prepped & poured front sidewalk and concrete under porte cochere. Graded drive isles to stone base subgrade.
2	Concrete	NA
3	Masonry	NA
4	Metals	NA
5	Woods & Plastics	Installed wood base & trim, check in counter, continued countertops, templated for check in counter.
6	Thermal & Moisture Protection	Continued installing ACM Panels
7	Openings	Installed more glass.
8	Finishes	Started wallpaper installation, continued painting, continued tile work.
9	Specialties	NA
10	Equipment	NA
11	Furnishings	Completed fireplace installation.
12	Special Construction	NA
13	Conveying Systems	NA
14	Plumbing & Mechanical	Will install booster pump 8-9-19.
15	Electrical	Started AV rough in, continued electrical trim out.
16	Public Utilities	NA
17	Code Inspections	NA
18	Planned, Not Performed	

Next Week's Activities

Continue ACM panels, continue wallpaper, continue AV rough in, set plumbing fixtures, install stone base for pavement, start irrigation, start observation floor coating, start LVT installation

Survey

#	Check Item	Yes / No	Description
1	Any Schedule Delays?	No	
2	Any Weather Days?	Yes	Substantial rain Wednesday night
3	Any QC Observations Made?	No	
4	Areas Unavailable For Work?	No	
5	Any Outstanding Issues?	No	
6	Any Outstanding RFIs?	No	
7	Any Forthcoming COs?	No	
Any incidents on site this week?		No	



Additional Photos



[8/8/2019 9:15:11 PM](#)



[8/8/2019 9:15:19 PM](#)



[8/8/2019 9:15:25 PM](#)



[8/8/2019 9:15:32 PM](#)



[8/8/2019 9:15:41 PM](#)



[8/8/2019 9:15:49 PM](#)



[8/8/2019 9:15:57 PM](#)



[8/8/2019 9:16:04 PM](#)



[8/8/2019 9:17:09 PM](#)

Additional Notes

Jennifer Gamble

Subject: FW: [EXTERNAL]Update from local staff TARPO Meeting

From: david.montgomery@sanfordnc.net <david.montgomery@sanfordnc.net>

Sent: Thursday, August 8, 2019 3:53 PM

To: Hal Hegwer <hal.hegwer@sanfordnc.net>; John Crumpton <jcrumpton@leecountync.gov>; Marshall Downey <marshall.downey@sanfordnc.net>; Victor Czar <victor.czar@sanfordnc.net>

Subject: [EXTERNAL]Update from local staff TARPO Meeting

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

I just was at the local staff TARPO Meeting this morning and wanted to update all of you on several NCDOT projects that have serious consequences regarding their timeline and for one project, local funding.

The Draft 2000-2029 released in January has recently been revised and is slated to be approved by the NC Board of Transportation in September 2019. The reasoning for the revisions as explained to us are two-fold: 1) there seems to be cost overruns of projects throughout the state, and 2) uncertainty of future federal funding. The following Lee County projects have been affected (please note we were not the only County in TARPO affected by the change):

- 1) R-3830 (NC42/Broadway Rd Improvements) – construction pushed back from FY20 to FY21. No surprise here as this was expected.
- 2) U-5727 (US 1 superstreet in Tramway, Bryan Dr to Carthage St and relocation of Tramway Rd) – ROW pushed back from FY19 to FY22; construction pushed back from FY20 to FY25. This would push back any commercial/residential development of that southeast corner of Tramway Road and US1 another 5 years.
- 3) U-5975 (US 1 superstreet in Tramway, White Hill Rd to Bryan Dr) – ROW/Utilities pushed back from FY20 to FY22; construction pushed back from FY21 to FY25. This would delay improvements to the congestion around Grace Christian School.
- 4) U-5709 (Carthage St. improvements in Sanford, Wicker St to Fire Tower Rd) - ROW/Utilities pushed back from FY19 to FY20; construction pushed back from FY21 to FY24. Obviously this would affect how we planned to use the City's bond money and the County's contribution currently being slated as a local match for the project.

In addition, NCDOT has now announced that instead of a three month delay in the Prioritization 6.0 submittal and scoring process schedule there will now be a one year delay. As a result, the STIP resulting from P6.0 will be a 2023-32 STIP rather than a 2022-31 STIP. In essence, all the new projects we want considered to be on the STIP will be delayed by another year.

David Montgomery, AICP
Senior Planner, Long Range Planning
115 Chatham Street
Sanford, NC 27330
Ph: 919-718-4657 Ext. 5392
E-Mail: david.montgomery@sanfordnc.net



RATINGS AND INSPECTIONS

Tel 919.647.0000 Fax 919.715.0063

MIKE CAUSEY, INSURANCE COMMISSIONER & STATE FIRE MARSHAL
BRIAN TAYLOR, CHIEF STATE FIRE MARSHAL

July 15, 2019

John Crumpton
Lee County Manager
408 Summit Dr
Sanford, NC 27330

Dear John Crumpton:

Thank you for the cooperation shown to our Fire Department Rating Inspector on his recent visit to your County. We are proud of the North Carolina Fire Service and feel that the inspections program has helped to make it even better.

Enclosed is a summary sheet which shows the results of the updates that have been made in your County Fire Departments. The fire departments either Did or Did Not meet the minimum requirements for a rated and certified department in North Carolina today.

As the Inspector explained to the Chiefs of the Departments, the departments not meeting the minimum requirements will be given 12 months to meet the minimum requirements. The departments, however, are expected to make an attempt to meet these requirements as soon as they possibly can, depending on the extent of the reasons they did not pass. The Inspector will be committed to assist your departments for the next 12 months as needed to meet these requirements.

The intention of this inspection plan is not to withdraw the fire department rating if the personnel are making a sincere attempt to comply to the requirements. However, if after the 12 months from the date of this letter, the department has failed to comply and no effort has been made to correct the deficiencies, then the district will become a Class 10 or unprotected.

If we can be of assistance to you or your departments, please let me know.

Yours very truly,

A handwritten signature in black ink that reads "Davie W. Summey". The signature is written in a cursive, flowing style.

Davie Summey
Supervisor of Inspections

DS/kr

Enclosure



Department Inspection Status for Lee County

July 15, 2019

Department Name	Inspection Date	Passed	Failure Category	Failure Reason
Cape Fear Rural Fire Department, Inc.	05-Nov-2018	Yes		
Carolina Trace Volunteer Fire Department, Inc.	12-Aug-2015	Yes		
Deep River Rural Fire Department, Inc.	24-Mar-2014	Yes		
Lemon Springs Volunteer Fire Department	18-Nov-2019	Yes		
North West Pocket Volunteer Fire Department, Incorporated	11-Aug-2015	Yes		
Northview Fire Department, Inc.	10-Aug-2015	Yes		
Sanford Fire Department	03-Dec-2018	Yes		
Tramway Rural Fire Department, Incorporated	08-Jul-2019	Yes		

Real Property Appraisal Tel: (919) 718-4660

Personal Property Listing Tel: (919) 718-4661

Collections Tel: (919) 718-4662

P.O. Box 1968

Sanford, NC 27331



DEPARTMENT OF TAX ADMINISTRATION

Memo

To: John Crumpton, County Manager

From: Michael Brown, Tax Administrator

Date: August 1, 2019

Re: Monthly Forced Collection Efforts report for July 2019

July 2019	
Accounts researched	1405
Wage garnishments, Escheats and bank attachments issued	110
Accounts Updated with Collection info	205
July total collections (all)	\$ 2,090,050.42
July collections for county only (G01)	\$ 1,373,287.94
Payment Agreements Implemented	2
Debt Setoff Funds Received	\$91.03

MEETING
Monday July 22, 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

Lee County Parks & Recreation Commission Meeting

July 22, 2019

Summertime greetings to all of you. It has been hot but staff and participants are enjoying a good summer so far.

Kiwanis Family Park splash pad and upgrades work remain on schedule. I keep in touch with the Sanford Parks Administrator weekly as well as making weekly on-site visits.

WithersRavenel is continuing work on design drawings for the four parks. I have received design drawings for Kiwanis Children's Park Place and Temple. I should receive drawings this week for Horton and Temple Parks. I am in contact with them weekly. The next step is to get cost estimates for the various elements.

Work began last week on installing the playground equipment at Lett Family Park. It could be a couple or three weeks before the job is complete and ready for play. A purchase order has been approved to paint exterior restrooms, and gables on buildings/shelter at the park. Youth baseball is underway on the small field at the park with 9 total teams participating.

The bird pen structure has been placed and passed inspection. Staff is in the process of preparing a path for the public to view the birds and installing weed cloth and pea gravel as an interior base for the birds. A volunteer group from Wyeth is coming later this week to assist with this work.

Summer camps, gymnastics, swim lessons, public swim, facility rentals, and post-season baseball/softball tournaments are keeping staff plenty busy. That's a good thing.

Please let Judy know your attendance plans. Hope to see all of you there.

John P



PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)
FOR SANFORD/LEE COUNTY/ BROADWAY

BUILDING (NON-RESIDENTIAL)

BLDC-000722-2019

Status: Issued

Application Date: 01/29/2019

Zone: C-2 C-2 General Commercial

Additional Info:

Corner Lot: No

Mercantile: 4968

Flood Zone: N/A

Description: NEW CIRCLE K CONVENIENCE STORE

Type: Building (Non-Residential)

Workclass: New

Issue Date: 07/16/2019

Sq Ft: 4,968

District: Sanford

Project:

Expiration: 02/01/2020

Valuation: \$806,000.00

Main Address:

Parcel: 9631-54-4869-00

Last Inspection: 08/05/2019

2219 S Jefferson Davis Hwy
Sanford, NC 27330

Finalized Date:

Assigned To:

Public Water: No

Historic District: N/A

Private Well: No

Construction Type: V-A

Acres: 2.67

BLDC-001863-2019

Status: Issued

Application Date: 05/24/2019

Zone: C-2 C-2 General Commercial

Additional Info:

Proposed Use: INTERIOR UPFIT FOR OLLIE'S BARGAIN OUTLET RETAIL.

MAIN ADDRESS AND PARCEL: 2515 S. HORN R BLVD. ACTUAL ADDRESS FOR

STORE 2511 S. HORN R BLVD. PER

PLANNING AND ZONING

Public Water: No

Historic District: N/A

Power Co.: DUKE

Description: INTERIOR UPFIT FOR OLLIE'S BARGAIN OUTLET RETAIL; MAIN ADDRESS AND PARCEL: 2515 S. HORN R BLVD. ACTUAL ADDRESS FOR STORE 2511 S. HORN R BLVD. PER PLANNING AND ZONING

Type: Building (Non-Residential)

Workclass: Alteration

Issue Date: 07/01/2019

Sq Ft: 33,436

District: Sanford

Project:

Expiration: 12/28/2019

Valuation: \$727,000.00

Main Address:

Parcel: 9652-72-3231-00

Last Inspection:

2511 S Horn R Blvd
Sanford, NC 27330

Finalized Date:

Assigned To:

Private Well: No

Construction Type: I-A

Acres: 8.23037

Reactivated: No

Subdivision: N/A

Fire Plan Review Required: Yes

Watershed: N/A

BLDC-001871-2019

Status: Issued

Application Date: 05/24/2019

Zone: C-2 C-2 General Commercial

Additional Info:

Number of Stories: 1

Type: Building (Non-Residential)

Workclass: Alteration

Issue Date: 07/30/2019

Sq Ft: 0

District: Sanford

Project:

Expiration: 01/29/2020

Valuation: \$125,000.00

Main Address:

Parcel: 9652-62-5091-00

Last Inspection: 08/02/2019

2502 S Horn R Blvd
Sanford, NC 27332

Finalized Date:

Assigned To:

Private Sewer: No

Proposed Use: THE SCOPE OF WORK FOR THIS PROJECT INCLUDES: NEW SELF ORDER KIOSKS, NEW DINING ROOM FURNITURE DECOR, NEW SERVICE COUNTER, NEW FLOOR, CEILING AND WALL FINISHES AND NEW LIGHTING. NO WORK IS PROPOSED ON THE EXTERIOR OR IN THE KITCHEN AREA.

Private Well: No

Historic District: N/A

Public Water: Yes

FEMA Map Number: N/A

Reactivated: No

Flood Zone: N/A

Fire Plan Review Required: Yes

Subdivision: N/A

Public Sewer: Yes
Construction Type: V-A

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Watershed: N/A	Acres: 0.47	Power Co.: DUKE			
Description: RENOVATION OF EXISTING MCDONALD'S RESTAURANT REVIEW OR INSPECTION REQUIRED BY SANFORD FD PER ALEX C. 6/13/19					
BLDC-002045-2019	Type: Building (Non-Residential)	District: Sanford	Main Address:	496 Glenwood Dr Sanford, NC 27330	
Status: Issued	Workclass: Other	Project:	Parcel: 9634-51-8626-00	Sanford, NC 27330	
Application Date: 06/12/2019	Issue Date: 07/01/2019	Expiration: 02/01/2020	Last Inspection: 08/05/2019	Finalized Date:	
Zone: LI LI Light Industrial	Sq Ft: 9,100	Valuation: \$365,000.00		Assigned To: System Administrator	
Additional Info:					
Number of Stories: 1	Number of Bathrooms: 2	Corner Lot: No	Private Sewer: Yes	Public Sewer: No	
Private Well: No	Public Water: Yes	Mercantile: 9100	Reactivated: No	Fire Plan Review Required: Yes	
Construction Type: I-A	Historic District: N/A	FEMA Map Number: N/A	Flood Zone: N/A	Subdivision: N/A	
Watershed: N/A	Acres: 4.1159	Power Co.: DUKE			
Description: CONSTRUCTION OF NEW DOLLAR GENERAL STOP WORK ORDER PLACED BY CR ON 07/15/2019. PROJECT DID NOT HAVE ENVIRONMENTAL HEALTH APPROVAL. CR STOP WORK ORDER RELEASED PER CR ON 07/16/2019 WORK CLASS FOR THIS PERMIT SHOULD HAVE BEEN LISTED AS NEW. MISTAKE FOUND 07/15/2019, PH					
BLDC-002050-2019	Type: Building (Non-Residential)	District: Sanford	Main Address:	1818 Doctors Dr Sanford, NC 27330	
Status: Issued	Workclass: Other	Project:	Parcel: 9642-36-3072-00	Sanford, NC 27330	
Application Date: 06/12/2019	Issue Date: 07/23/2019	Expiration: 01/19/2020	Last Inspection:	Finalized Date:	
Zone: OI OI	Sq Ft: 0	Valuation: \$105,000.00		Assigned To: Chyna Kitt	
Additional Info:					
Proposed Use: PINHURST MEDICAL CLINIC EXTERIOR RENO - CAROLINA SIDING CO, LLC WILL BE REMOVING EXISTING SIDING AND EXTERIOR WINDOWS AND REPLACING WITH HARDEE OR COMPARABLE SIDING AND ATRIUM 160 SERIES WINDOWS.	Corner Lot: No	Private Sewer: No	Public Sewer: Yes	Private Well: No	
Public Water: Yes	Reactivated: No	Fire Plan Review Required: No	Construction Type: V-A	Subdivision: SANFORD MEDICAL PARK	
Acres: 1.39706	Power Co.: DUKE				
Description: PINHURST MEDICAL CLINIC EXTERIOR RENO - CAROLINA SIDING CO, LLC WILL BE REMOVING EXISTING SIDING AND EXTERIOR WINDOWS AND REPLACING WITH HARDEE OR COMPARABLE SIDING AND ATRIUM 160 SERIES WINDOWS.					
BLDC-002117-2019	Type: Building (Non-Residential)	District: Sanford	Main Address:	3335 Nc 87 Hwy Sanford, NC 27332	
Status: Issued	Workclass: Other	Project:	Parcel: 9661-25-4876-00	Sanford, NC 27332	
Application Date: 06/17/2019	Issue Date: 07/26/2019	Expiration: 01/22/2020	Last Inspection:	Finalized Date:	
Zone: C-2 C-2 General Commercial	Sq Ft: 0	Valuation: \$50,974.00		Assigned To:	
Additional Info:					
Proposed Use: WILKINSON CHEVY (RETAINING WALL) FOR NEW DEALERSHIP. PER CONTRACTOR AND APPLICATION: 2 WALLS (1,350 SQ. FT) & (2,291 SQ. FT)	Corner Lot: No	Private Sewer: No	Public Sewer: Yes	Private Well: No	
Public Water: Yes	Reactivated: No	Fire Plan Review Required: No	Construction Type: IV	Subdivision:	
Acres: 6.82277	Power Co.: DUKE				

Regular Meeting
Description: WILKINSON CHEVY (RETAINING WALL) FOR NEW DEALERSHIP. PER CONTRACTOR AND APPLICATION: 2 WALLS (1,350 SQ. FT) & (2,291 SQ. FT)

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

BLDC-002246-2019	Status: Issued	Type: Building (Non-Residential)	District: Sanford	Main Address:	1400 Broadway Rd
Application Date: 06/25/2019	Issue Date: 07/26/2019	Workclass: Alteration	Project:	Parcel: 9662-60-4701-00	Sanford, NC 27332
Zone: L-L Light Industrial	Sq Ft: 6,000	Expiration: 01/22/2020	Valuation: \$606,540.00	Last Inspection:	Finalized Date:
Additional Info:	Number of Stories: 1	Proposed Use: COTY - INTERIOR RENOVATION TO INCLUDE REMOVING SEVERAL INTERIOR WALLS AND ENLARGING THE EXISTING FRONT CANTEN/BREAK AREA. THIS PROJECT WILL HAVE PLUMBING, MECHANICAL, AND ELECTRICAL INVOLVED. NONE OF THE WALLS TO BE REMOVED ARE STRUCTURAL.	Number of Bathrooms: 4	Corner Lot: No	Assigned To:
Private Sewer: No	Fire Plan Review Required: Yes	Construction Type: I-B	Private Well: No	Public Water: Yes	Reactivated: No
Subdivision:	Acres: 229.789	Public Sewer: Yes	Power Co.: DUKE		

BLDC-002260-2019	Status: Issued	Type: Building (Non-Residential)	District: Sanford	Main Address:	2627 Applegate Way
Application Date: 06/26/2019	Issue Date: 07/08/2019	Workclass: Alteration	Project:	Parcel: 9652-61-3180-00	Sanford, NC 27332
Zone: R-6 R-6	Sq Ft: 0	Expiration: 01/04/2020	Valuation: \$21,000.00	Last Inspection:	Finalized Date: 07/05/2019
Additional Info:	Private Sewer: No	Public Sewer: Yes	Private Well: No	Public Water: Yes	Assigned To:
Corner Lot: No	Fire Plan Review Required: No	Construction Type: V-A	Subdivision:	Acres: 3.43273	
Power Co.: DUKE					
Description: INTERIOR RENOVATION					

BLDC-002505-2019	Status: Issued	Type: Building (Non-Residential)	District: Sanford	Main Address:	2607 S Horner Blvd
Application Date: 07/17/2019	Issue Date: 07/26/2019	Workclass: Other	Project:	Parcel: 9652-72-3231-00	Sanford, NC 27330
Zone: C-2 C-2 General Commercial	Sq Ft: 0	Expiration: 01/26/2020	Valuation: \$10,000.00	Last Inspection: 07/30/2019	Finalized Date:
Additional Info:	Business: 0	Private Sewer: No	Public Sewer: Yes	Assigned To:	
Corner Lot: No	Reactivated: No	Fire Plan Review Required: No			
Public Water: Yes					
Description: CONSTRUCTION SALES TRAILER FOR PLANET FITNESS					

BUILDING (RESIDENTIAL)	PERMITS ISSUED FOR BUILDING (NON-RESIDENTIAL):	9
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PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

BRES-001667-2019	Status: Issued	Type: Building (Residential)	District: Lee County (Unincorporated)	Main Address:	727 Hancock Rd Cameron, NC 28326
Application Date: 05/10/2019	Issue Date: 07/11/2019	Workclass: Addition	Project:	Parcel: 9528-26-7591-00	Assigned To: Paulette Harmon
Zone: RA/MH RA/MH	Sq Ft: 0		Expiration: 01/20/2020	Last Inspection: 07/24/2019	Heated Square Footage: 648
Additional Info:			Valuation: \$52,000.00		Watershed: LITTLE RIVER / LEE COUNTY
Construction Type: V-A	Basement: No	Number of Stories: 1		Building Occupancy: Residential	
Other Lot: No	Existing Utilities: Private Sewer System, Fire Plan Review Required: No			Subdivision: B M KELLY	
Acres: 2.05961	Public Water				
Power Co.: CEMC					
Description: 24'x27' ADDITION TO EXISTING SFD					
BRES-001873-2019	Status: Issued	Type: Building (Residential)	District: Lee County (Unincorporated)	Main Address:	2814 Montclair Cir Sanford, NC 27332
Application Date: 05/24/2019	Issue Date: 07/01/2019	Workclass: New	Project:	Parcel: 9641-32-5256-00	Assigned To: Paulette Harmon
Zone: RR RR	Sq Ft: 2,417		Expiration: 01/25/2020	Last Inspection: 07/29/2019	
Additional Info:			Valuation: \$190,000.00		
Construction Type: V-A	Basement: No	Number of Stories: 1		Number of Bathrooms: 2	Building Occupancy: Residential
Lot Number: 67	Corner Lot: No	Existing Utilities: Private Sewer System, Fire Plan Review Required: No			Subdivision: PARKWOOD ESTATES
Acres: 0.708665	Power Co.: DUKE				
Description: NEW SFD					
BRES-001875-2019	Status: Issued	Type: Building (Residential)	District: Lee County (Unincorporated)	Main Address:	902 Henley Rd Sanford, NC 27330
Application Date: 06/06/2019	Issue Date: 07/10/2019	Workclass: New	Project:	Parcel: 9621-86-7419-00	Assigned To: Chyna Kitt
Zone: RA RA Residential Agricultural	Sq Ft: 5,653		Expiration: 01/06/2020	Last Inspection:	
Additional Info:			Valuation: \$245,000.00		
Construction Type: V-A	Basement: No	Number of Stories: 2		Number of Bathrooms: 3	Building Occupancy: Residential
Lot Number: 2	Corner Lot: No	Power Supplier: Duke Energy (800) 452-2777		Existing Utilities: Private Sewer System, Fire Plan Review Required: No	
Subdivision:	Acres: 4.11066	Power Co.: DUKE		Public Water	
Description: NEW SFD					
BRES-001991-2019	Status: Issued	Type: Building (Residential)	District: Sanford	Main Address:	422 W Courland Dr Sanford, NC 27330
Application Date: 06/07/2019	Issue Date: 07/10/2019	Workclass: Addition	Project:	Parcel: 9652-04-7032-00	Assigned To: Chyna Kitt
Zone: R-12 R-12 Residential Mixed	Sq Ft: 216		Expiration: 01/06/2020	Last Inspection:	
Additional Info:			Valuation: \$14,000.00		
Construction Type: V-A	Basement: No	Number of Bathrooms: 1.5		Building Occupancy: Residential	Heated Square Footage: 216
Corner Lot: No	Power Supplier: Duke Energy (800) 452-2777	Existing Utilities: , Public Sewer, Public Fire Plan Review Required: No			Subdivision:
Acres: 0.72	Power Co.: DUKE				
Description: 18 X18 BEDROOM ADDITION AND HALF BATH ADDITION					

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

BRES-002068-2019	Status: Issued Application Date: 06/13/2019 Zone: RA-RA Residential Agricultural Additional Info: Construction Type: V-A Lot Number: 8 Acres: 9.32886 Description: NEW SFD	Type: Building (Residential) Workclass: New Issue Date: 07/12/2019 Sq Ft: 5,937 Basement: No Corner Lot: No Power Co.: DUKE	District: Lee County (Unincorporated) Project: Expiration: 01/25/2020 Valuation: \$450,000.00 Number of Stories: 1.5 Fire Plan Review Required: No	Main Address: Parcel: 9519-67-8799-00 Last Inspection: 07/29/2019 Number of Bathrooms: 4.5 Proposed Utilities: Private Sewer System, Public Water	244 Sainsbury Pl Sanford, NC 27330 Final Date: Assigned To: Paulette Hammon
BRES-002078-2019	Status: Issued Application Date: 06/14/2019 Zone: R-14 R-14 Residential Single-Family Additional Info: Construction Type: V-A Lot Number: 13 Flood Zone: AE Description: NEW SFD	Type: Building (Residential) Workclass: New Issue Date: 07/01/2019 Sq Ft: 2,260 Basement: No Corner Lot: No Subdivision: WILLOW BROOKE	District: Sanford Project: WILLOW BROOKE SUBDIVISION Expiration: 01/13/2020 Valuation: \$140,000.00 Number of Stories: 1 Power Supplier: Central Electric (919) 774-4800 Watershed: DEEP RIVER / LEE COUNTY	Main Address: Parcel: 9633-10-0896-00 Last Inspection: 07/17/2019 Number of Bathrooms: 2 Existing Utilities: , Public Sewer, Public Water Acres: 0.583676	2508 Victory Dr Sanford, NC 27330 Final Date: Assigned To: Chyna Kitt
BRES-002079-2019	Status: Issued Application Date: 06/14/2019 Zone: R-20 R-20 Additional Info: Acres: 1.02017 Corner Lot: No Description: 10'X16' DETACHED ACCESSORY BLDG	Type: Building (Residential) Workclass: Accessory Structure Issue Date: 07/02/2019 Sq Ft: 0 Power Co.: DUKE Power Supplier: Duke Energy (800) 452-2777	District: Sanford Project: Expiration: 12/29/2019 Valuation: \$4,500.00 Construction Type: V-A Existing Utilities: , Private Sewer System, Public Water	Main Address: Parcel: 9633-92-0307-00 Last Inspection: Basement: No Fire Plan Review Required: No	1215 Spring Ln Sanford, NC 27330 Final Date: Assigned To: Chyna Kitt
BRES-002089-2019	Status: Issued Application Date: 06/17/2019 Zone: RAM/H RAMH Additional Info: Construction Type: V-A Corner Lot: No Acres: 1.23948 Description: 30'X60' MODULAR HOME	Type: Building (Residential) Workclass: Modular Issue Date: 07/01/2019 Sq Ft: 1,561 Basement: No Fire Plan Review Required: No Power Co.: DUKE	District: Lee County (Unincorporated) Project: Expiration: 01/26/2020 Valuation: \$118,000.00 Number of Stories: 1 Proposed Utilities: Private Sewer System, Public Water	Main Address: Parcel: 9538-00-9431-00 Last Inspection: 07/30/2019 Number of Bathrooms: 2 Subdivision:	1280 Pine Forest Rd Cameron, NC 28326 Final Date: Assigned To: Paulette Hammon
					Building Occupancy: Residential Watershed: LITTLE RIVER / LEE COUNTY

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

August 19, 2019

BRES-002091-2019
 Status: Issued
 Application Date: 06/17/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Construction Type: V-A
 Lot Number: 2

Type: Building (Residential)
 Workclass: Modular
 Issue Date: 07/01/2019
 Sq Ft: 2,220
 Basement: No
 Corner Lot: No
 Watershed: CAPE FEAR / LEE COUNTY

District: Lee County (Unincorporated)
 Project:
 Expiration: 01/27/2020
 Valuation: \$208,000.00
 Number of Stories: 1.5
 Fire Plan Review Required: No
 Acres: 18.7465

Main Address:
 Parcel: 9675-37-8399-00
 Last Inspection: 07/31/2019
 Number of Bathrooms: 2
 Proposed Utilities: Private Sewer System, Private Well
 Power Co.: CEMC

3994 Lower Moncure Rd
 Sanford, NC 27330
 Finaled Date: 07/01/2019
 Assigned To: Paulette Harmon
 Building Occupancy: Residential
 Flood Zone: AE

Subdivision:
 Description: 30'X60' MODULAR HOME

BRES-002092-2019
 Status: Issued
 Application Date: 06/17/2019
 Zone: R-20 R-20
 Additional Info:
 Construction Type: V-A
 Corner Lot: No

Type: Building (Residential)
 Workclass: Modular
 Issue Date: 07/01/2019
 Sq Ft: 1,860
 Basement: No
 Fire Plan Review Required: No

District: Sanford
 Project:
 Expiration: 02/01/2020
 Valuation: \$164,000.00
 Number of Stories: 1
 Proposed Utilities: Private Sewer System, Public Water

Main Address:
 Parcel: 9633-12-4558-00
 Last Inspection: 08/05/2019
 Number of Bathrooms: 2
 Subdivision:

520 Petty Rd
 Sanford, NC 27330
 Finaled Date:
 Assigned To: Paulette Harmon
 Building Occupancy: Residential
 Watershed: DEEP RIVER / LEE COUNTY

Acres: 11.9502
 Description: 30'X60' MODULAR HOME

BRES-002133-2019
 Status: Issued
 Application Date: 06/18/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Construction Type: V-A
 Lot Number: 14 & 28

Type: Building (Residential)
 Workclass: New
 Issue Date: 07/23/2019
 Sq Ft: 6,294
 Basement: No
 Corner Lot: No

District: Lee County (Unincorporated)
 Project:
 Expiration: 01/19/2020
 Valuation: \$180,000.00
 Number of Stories: 2
 Power Supplier: Central Electric (919) 774-4900
 Power Co.: CEMC

Main Address:
 Parcel: 9650-30-4720-00
 Last Inspection:
 Number of Bathrooms: 2.5
 Existing Utilities: Private Sewer System, Public Water

260 River Falls Rd
 Sanford, NC 27332
 Finaled Date:
 Assigned To: Chyna Kitt
 Building Occupancy: Residential
 Fire Plan Review Required: No

Subdivision: RIVER FALLS
 Description: NEW SFD

BRES-002201-2019
 Status: Issued
 Application Date: 06/24/2019
 Zone: R-14 R-14 Residential
 Additional Info:
 Construction Type: V-A
 Lot Number: 18

Type: Building (Residential)
 Workclass: New
 Issue Date: 07/01/2019
 Sq Ft: 2,648
 Basement: No
 Corner Lot: No

District: Sanford
 Project: PARK AT SOUTH PARK
 Expiration: 01/06/2020
 Valuation: \$198,420.00
 Number of Stories: 2
 Fire Plan Review Required: No

Main Address:
 Parcel: 9660-08-8709-00
 Last Inspection: 07/10/2019
 Number of Bathrooms: 2.5
 Proposed Utilities: Public Sewer, Public Water
 Building Occupancy: Residential
 Subdivision: PARK AT SOUTH PARK

Acres: 0.37
 Description: NEW SFD

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

BRES-002202-2019		Type: Building (Residential)	District: Sanford	Main Address:	116 Tyvola St
Status: Issued	Workclass: New	Project:	Parcel: 9660-08-9887-00	Sanford, NC 27332	
Application Date: 06/24/2019	Issue Date: 07/08/2019	Expiration: 01/07/2020	Last Inspection: 07/11/2019	Final Date: 07/03/2019	
Zone: R-14 R-14 Residential	Sq Ft: 2,374	Valuation: \$151,470.75		Assigned To: Paulette Hammon	
Additional Info:		Number of Stories: 2	Number of Bathrooms: 3	Building Occupancy: Residential	
Construction Type: V-A	Basement: No	Fire Plan Review Required: No	Proposed Utilities: Public Sewer, Public Water	Subdivision: PARK AT SOUTH PARK	
Lot Number: 20	Corner Lot: No				
Acres: 0.38	Power Co.: DUKE				
Description: NEW SFD					
BRES-002224-2019		Type: Building (Residential)	District: Lee County (Unincorporated)	Main Address:	123 Mill Run Ln
Status: Issued	Workclass: Accessory Structure	Project: COPPER RIDGE II	Parcel: 9666-56-0174-00	Sanford, NC 27330	
Application Date: 06/25/2019	Issue Date: 07/03/2019	Expiration: 12/30/2019	Last Inspection:	Final Date:	
Zone: RA RA Residential Agricultural	Sq Ft: 320	Valuation: \$4,000.00		Assigned To: Paulette Hammon	
Additional Info:		Number of Stories: 1	Building Occupancy: Storage	Lot Number: 7	
Construction Type: V-A	Basement: No	Fire Plan Review Required: No	Subdivision: COPPER RIDGE EAST	Watershed: CAPE FEAR / LEE COUNTY	
Corner Lot: No	Existing Utilities: Private Sewer System, Public Water				
Acres: 1.27	Power Co.: DUKE				
Description: 16X20 ACCESSORY BUILDING					
BRES-002247-2019		Type: Building (Residential)	District: Lee County (Unincorporated)	Main Address:	1426 Pickett Rd
Status: Issued	Workclass: New	Project:	Parcel: 9579-09-8003-00	Sanford, NC 27332	
Application Date: 06/25/2019	Issue Date: 07/02/2019	Expiration: 01/12/2020	Last Inspection: 07/16/2019	Final Date:	
Zone: RA RA Residential Agricultural	Sq Ft: 1,934	Valuation: \$125,000.00		Assigned To: Chyna Kitt	
Additional Info:		Number of Stories: 1	Number of Bathrooms: 2	Building Occupancy: Residential	
Construction Type: V-A	Basement: No	Fire Plan Review Required: No	Existing Utilities: , Private Sewer System, Public Water	Subdivision:	
Corner Lot: No	Power Supplier: Duke Energy (800) 452-2777				
Acres: 1.25	Power Co.: DUKE				
Description: NEW SFD					
BRES-002278-2019		Type: Building (Residential)	District: Lee County (Unincorporated)	Main Address:	176 Greenwich Dr
Status: Issued	Workclass: New	Project: FRANKLIN CHASE	Parcel: 9622-91-3689-00	Sanford, NC 27330	
Application Date: 06/26/2019	Issue Date: 07/26/2019	Expiration: 01/22/2020	Last Inspection:	Final Date:	
Zone:	Sq Ft: 2,315	Valuation: \$150,000.00		Assigned To: Chyna Kitt	
Additional Info:		Number of Stories: 1	Number of Bathrooms: 2	Building Occupancy: Residential	
Construction Type: V-A	Basement: No	Fire Plan Review Required: No	Existing Utilities: , Private Sewer System, Public Water	Subdivision:	
Lot Number: 2	Corner Lot: No				
Acres: 1.07034	Power Co.: DUKE				
Description: NEW SFD					

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

BRES-002262-2019	Status: Issued	Type: Building (Residential)	District: Sanford	Main Address:	621 W Chisholm St Sanford, NC 27330
Application Date: 06/28/2019	Issue Date: 07/08/2019	Workclass: Renovations	Project: MCIVER PARK	Parcel: 9642-29-9645-00	Sanford, NC 27330
Zone: R-20 R-20	Sq Ft: 0		Expiration: 01/04/2020	Last Inspection: 07/31/2019	Assigned To: Chyna Kitt
Additional Info:					
Construction Type: V-A	Basement: No	Number of Stories: 1	Number of Bathrooms: 2	Building Occupancy: Residential	
Power Supplier: Duke Energy (800)	Power Supplier: Duke Energy (800)	Existing Utilities: , Public Sewer, Public Water	Fire Plan Review Required: No	Subdivision: MCIVER PARK	
Acres: 0.522465	Power Co.: DUKE				
Description: PROPOSED INTERIOR RENOVATIONS TO EXISTING SFD. BATHROOM RENOVATIONS PROPOSED, INCLUDING PLUMBING AND ELECTRICAL WORK.					
BRES-002332-2019	Status: Issued	Type: Building (Residential)	District: Sanford ETJ	Main Address:	3813 Western Hills Dr Sanford, NC 27330
Application Date: 06/28/2019	Issue Date: 07/31/2019	Workclass: Accessory Structure	Project: WESTERN HILLS	Parcel: 9632-44-5288-00	Sanford, NC 27330
Zone: R-20 R-20	Sq Ft: 4,100		Expiration: 01/27/2020	Last Inspection:	Assigned To: Chyna Kitt
Additional Info:					
Construction Type: V-A	Basement: No	Number of Stories: 1	Number of Bathrooms: 2	Building Occupancy: Residential	
Power Supplier: Duke Energy (800)	Power Supplier: Duke Energy (800)	Existing Utilities: , Private Sewer System, Public Water	Fire Plan Review Required: No	Subdivision: WESTERN HILLS	
452-2777					
Power Co.: DUKE					
Description: PROPOSED 50' X 82' ACC. BLDG. (DETACHED GARAGE)					
BRES-002349-2019	Status: Issued	Type: Building (Residential)	District: Sanford	Main Address:	2201 Tanglewood Dr Sanford, NC 27330
Application Date: 06/28/2019	Issue Date: 07/10/2019	Workclass: New	Project:	Parcel: 9633-62-2603-00	Sanford, NC 27330
Zone: R-20 R-20	Sq Ft: 2,341		Expiration: 02/02/2020	Last Inspection: 08/06/2019	Assigned To: Chyna Kitt
Additional Info:					
Construction Type: V-A	Basement: No	Number of Stories: 1	Number of Bathrooms: 2	Building Occupancy: Residential	
Lot Number: 2A	Corner Lot: No	Power Supplier: Duke Energy (800)	Fire Plan Review Required: No	Subdivision:	
		452-2777			
Power Co.: DUKE					
Description: NEW SFD					
BRES-002352-2019	Status: Complete	Type: Building (Residential)	District: Sanford	Main Address:	1802 Saddlewood Ln Sanford, NC 27330
Application Date: 06/28/2019	Issue Date: 07/03/2019	Workclass: Renovations	Project:	Parcel: 9633-62-2332-00	Sanford, NC 27330
Zone: R-14 R-14 Residential Single-Family	Sq Ft: 0		Expiration: 01/06/2020	Last Inspection: 07/10/2019	Assigned To: Paulette Hammon
Additional Info:					
Construction Type: V-A	Basement: No	Number of Stories: 1	Number of Bathrooms: 2	Building Occupancy: Residential	
Fire Plan Review Required: No	Proposed Utilities: Public Sewer, Public Water	Subdivision: PLANTERS RIDGE	Fire Plan Review Required: No	Subdivision:	
Description: ADD ROOF AND SCREENED IN WALLS TO EXISTING PORCH					

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

BRES-002353-2019 Status: Issued Application Date: 06/28/2019 Zone: R-20 R-20 Additional Info: Construction Type: V-A Lot Number: 5 Acres: 0.59 Description: NEW SFD	Type: Building (Residential) Workclass: New Issue Date: 07/10/2019 Sq Ft: 3,445 Basement: No Corner Lot: No Power Co.: DUKE	District: Sanford ETJ Project: PENDERGRASS ESTATES Expiration: 01/27/2020 Valuation: \$208,000.00 Number of Stories: 2 Fire Plan Review Required: No	Main Address: Parcel: 9822-96-4071-00 Last Inspection: 07/31/2019 Number of Bathrooms: 2.5 Proposed Utilities: Private Sewer System, Public Water	653 Pendergrass Rd Sanford, NC 27330 Final Date: 07/03/2019 Assigned To: Paulette Harmon Building Occupancy: Residential Subdivision: PENDERGRASS ESTATES
BRES-002354-2019 Status: Issued Application Date: 06/28/2019 Zone: RR RR Additional Info: Construction Type: V-A Lot Number: Subdivision: Description: NEW SFD WITHIN FLOOD PLAIN	Type: Building (Residential) Workclass: New Issue Date: 07/10/2019 Sq Ft: 5,236 Basement: No Corner Lot: No Acres: 28.5535 Power Co.: CEMC	District: Lee County (Unincorporated) Project: Expiration: 01/06/2020 Valuation: \$220,000.00 Number of Stories: 2 Fire Plan Review Required: No	Main Address: Parcel: 9612-96-2889-00 Last Inspection: Number of Bathrooms: 3.5 Proposed Utilities: Private Sewer System, Public Water	1124 Creekwood Rd Sanford, NC 27330 Final Date: Assigned To: Paulette Harmon Building Occupancy: Residential Flood Zone: AEFW, SHADED X, AE
BRES-002363-2019 Status: Issued Application Date: 07/01/2019 Zone: R-14 R-14 Residential Single-Family Additional Info: Construction Type: V-A Lot Number: 12 Acres: 0.5 Description: NEW SFD	Type: Building (Residential) Workclass: New Issue Date: 07/17/2019 Sq Ft: 2,096 Basement: No Corner Lot: No Power Co.: DUKE	District: Sanford Project: PARK AT SOUTH PARK Expiration: 02/02/2020 Valuation: \$150,000.00 Number of Stories: 1 Fire Plan Review Required: No	Main Address: Parcel: 9660-08-4793-00 Last Inspection: 08/06/2019 Number of Bathrooms: 2 Proposed Utilities: Public Sewer, Public Water	207 Southwick Ct Sanford, NC 27330 Final Date: Assigned To: Paulette Harmon Building Occupancy: Residential Subdivision: PARK AT SOUTH PARK
BRES-002364-2019 Status: Issued Application Date: 07/01/2019 Zone: CZ CZ Additional Info: Construction Type: V-A Lot Number: 7 Acres: 0.81 Description: NEW SFD	Type: Building (Residential) Workclass: New Issue Date: 07/17/2019 Sq Ft: 2,246 Basement: No Corner Lot: No Power Co.: DUKE	District: Sanford Project: PARK AT SOUTH PARK Expiration: 02/03/2020 Valuation: \$175,000.00 Number of Stories: 1 Fire Plan Review Required: No	Main Address: Parcel: 9660-08-9511-00 Last Inspection: 08/07/2019 Number of Bathrooms: 2 Proposed Utilities: Public Sewer, Public Water	125 Tyvola St Sanford, NC 27330 Final Date: Assigned To: Paulette Harmon Building Occupancy: Residential Subdivision: PARK AT SOUTH PARK

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

BRES-002366-2019		Type: Building (Residential)		District: Sanford		Main Address:	
Status: Issued		Workclass: New		Project: PARK AT SOUTH PARK		Parcel: 9660-08-5633-00	
Application Date: 07/02/2019		Issue Date: 07/17/2019		Expiration: 02/02/2020		Last Inspection: 08/06/2019	
Zone: R-14 R-14 Residential		Sq Ft: 4,269		Valuation: \$150,000.00		Assigned To: Paulette Hammon	
Additional Info:		Basement: No		Number of Stories: 1		Building Occupancy: Residential	
Construction Type: V-A		Corner Lot: No		Fire Plan Review Required: No		Proposed Utilities: Public Sewer, Public Water	
Lot Number: 11		Power Co.: DUKE				Subdivision: PARK AT SOUTH PARK	
Acres: 0.58							
Description: NEW SFD							
BRES-002369-2019		Type: Building (Residential)		District: Sanford		Main Address:	
Status: Issued		Workclass: New		Project: PARK AT SOUTH PARK		Parcel: 9660-08-6412-00	
Application Date: 07/02/2019		Issue Date: 07/17/2019		Expiration: 02/03/2020		Last Inspection: 08/07/2019	
Zone: R-10/MH R-10/MH		Sq Ft: 2,281		Valuation: \$150,000.00		Assigned To: Paulette Hammon	
Additional Info:		Basement: No		Number of Stories: 1		Building Occupancy: Residential	
Construction Type: V-A		Corner Lot: No		Fire Plan Review Required: No		Proposed Utilities: Public Sewer, Public Water	
Lot Number: 10		Power Co.: DUKE				Subdivision: PARK AT SOUTH PARK	
Acres: 0.84							
Description: NEW SFD							
BRES-002370-2019		Type: Building (Residential)		District: Sanford		Main Address:	
Status: Issued		Workclass: New		Project: PARK AT SOUTH PARK		Parcel: 9660-08-3993-00	
Application Date: 07/02/2019		Issue Date: 07/17/2019		Expiration: 02/02/2020		Last Inspection: 08/06/2019	
Zone: R-10/MH R-10/MH		Sq Ft: 2,281		Valuation: \$155,000.00		Assigned To: Paulette Hammon	
Additional Info:		Basement: No		Number of Stories: 1		Building Occupancy: Residential	
Construction Type: V-A		Corner Lot: No		Fire Plan Review Required: No		Proposed Utilities: Public Sewer, Public Water	
Lot Number: 14		Power Co.: DUKE				Subdivision: PARK AT SOUTH PARK	
Acres: 0.68							
Description: NEW SFD							
BRES-002371-2019		Type: Building (Residential)		District: Sanford		Main Address:	
Status: Issued		Workclass: New		Project: PARK AT SOUTH PARK		Parcel: 9660-08-4821-00	
Application Date: 07/02/2019		Issue Date: 07/17/2019		Expiration: 02/02/2020		Last Inspection: 08/06/2019	
Zone: R-14 R-14 Residential		Sq Ft: 2,226		Valuation: \$155,000.00		Assigned To: Paulette Hammon	
Additional Info:		Basement: No		Number of Stories: 1		Building Occupancy: Residential	
Construction Type: V-A		Corner Lot: No		Fire Plan Review Required: No		Proposed Utilities: Public Sewer, Public Water	
Lot Number: 13		Power Co.: DUKE				Subdivision: PARK AT SOUTH PARK	
Acres: 0.41							
Description: NEW SFD							

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

BRES-002372-2019	Status: Complete	Type: Building (Residential)	District: Lee County (Unincorporated)	Main Address:	1094 Woodridge Tr
Application Date: 07/02/2019	Workclass: Renovations	Issue Date: 07/15/2019	Project:	Parcel: 9660-83-5506-00	Sanford, NC 27332
Zone: R-12 RR	Sq Ft: 0	Expiration: 01/19/2020	Valuation: \$5,220.00	Last Inspection: 07/23/2019	Assigned To: Paulette Harmon
Additional Info:	Basement: No	Building Occupancy: Residential	Lot Number: 094	Corner Lot: No	
Construction Type: V-A	Proposed Utilities: Public Sewer, Public Water	Subdivision: CAROLINA TRACE	Acres: 0.585445	Power Co.: DUKE	
Plan Review Required: No					
Description: FOUNDATION REPAIR NO EXPANSION OF FOOTPRINT					
BRES-002373-2019	Status: Issued	Type: Building (Residential)	District: Sanford	Main Address:	807 San-Lee Dr
Application Date: 07/02/2019	Workclass: Addition	Issue Date: 07/09/2019	Project:	Parcel: 9653-51-2068-00	Sanford, NC 27330
Zone: R-6 R-6	Sq Ft: 0	Expiration: 01/11/2020	Valuation: \$21,000.00	Last Inspection: 07/15/2019	Assigned To: Paulette Harmon
Additional Info:	Basement: No	Number of Stories: 1	Number of Bathrooms: 2	Proposed Utilities: Public Sewer, Public Water	Building Occupancy: Residential
Construction Type: V-A	Corner Lot: No	Fire Plan Review Required: No			Subdivision:
Heated Square Footage: 280	Power Co.: DUKE				
Acres: 0.402046					
Description: ADDITION TO EXISTING SFD					
BRES-002377-2019	Status: Issued	Type: Building (Residential)	District: Broadway	Main Address:	109 W Lake Dr
Application Date: 07/02/2019	Workclass: New	Issue Date: 07/09/2019	Project: WATSON, E C	Parcel: 9682-50-5097-00	Broadway, NC 27505
Zone: R-20 R-20	Sq Ft: 4,461	Expiration: 02/03/2020	Valuation: \$290,000.00	Last Inspection: 08/07/2019	Assigned To: Chyna Kitt
Additional Info:	Basement: No	Number of Stories: 3	Number of Bathrooms: 2.5	Proposed Utilities: Private Sewer System, Public Sewer, Public Water	Building Occupancy: Residential
Construction Type: V-A	Power Supplier: Duke Energy (800) 452-2777	Existing Utilities: Private Sewer System, Public Sewer, Public Water	Fire Plan Review Required: No		Subdivision: WATSON, E C
Corner Lot: No	Power Co.: DUKE				
Acres: 0.717774					
Description: NEW SFD					
BRES-002382-2019	Status: Issued	Type: Building (Residential)	District: Sanford	Main Address:	605 N Steele St
Application Date: 07/03/2019	Workclass: Renovations	Issue Date: 07/22/2019	Project:	Parcel: 9643-52-0075-00	Sanford, NC 27330
Zone: R-12 R-12 Residential Mixed	Sq Ft: 0	Expiration: 01/18/2020	Valuation: \$20,000.00	Last Inspection:	Assigned To: Paulette Harmon
Additional Info:	Basement: No	Number of Stories: 1	Number of Bathrooms: 1	Proposed Utilities: Public Sewer, Public Water	Building Occupancy: Residential
Construction Type: V-A	Corner Lot: No	Fire Plan Review Required: No			Historic District: HAWKINS
Lot Number: 1,2,12 SEC A	Acres: 0.293704	Power Co.: DUKE			
Subdivision: MARKS ADDITION					
Description: INTERIOR RENOVATIONS REPLACE FLOORS AND WALLS					

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

BRES-002391-2019 Status: Issued Application Date: 07/05/2019 Zone: R-12 R-12 Residential Mixed Additional Info: Construction Type: V-A Other Lot: No Power Co.: DUKE Description: 8X16' DECK ADDITION	Type: Building (Residential) Workclass: Addition Issue Date: 07/09/2019 Sq Ft: 0 Basement: No Fire Plan Review Required: No	District: Sanford Project: Expiration: 01/11/2020 Valuation: \$0.00 Building Occupancy: Residential Proposed Utilities: Public Sewer, Public Water	Main Address: Parcel: 9653-01-0835-00 Last Inspection: 07/25/2019 Porch/Deck Square Footage: 128 Subdivision: TOWN OF SANFORD	416 North Ave Sanford, NC 27330 Final Date: Assigned To: Paulette Hammon Lot Number: 25, BLK 114 Acres: 0.249476
BRES-002392-2019 Status: Issued Application Date: 07/05/2019 Zone: R-20 R-20 Additional Info: Construction Type: V-A Existing Utilities: Private Sewer System, Fire Plan Review Required: No Public Water Subdivision: CLEARWATER FOREST Description: INTERIOR RENOVATION REPLACEMENT OF FLOOR JOIST AND SUB-FLOOR	Type: Building (Residential) Workclass: Renovations Issue Date: 07/09/2019 Sq Ft: 0 Basement: No Fire Plan Review Required: No Watershed: CAPE FEAR / LEE COUNTY Acres: 1.48825	District: Sanford ETJ Project: Expiration: 02/02/2020 Valuation: \$18,125.00 Building Occupancy: Residential Historic District: N/A	Main Address: Parcel: 9652-78-5540-00 Last Inspection: 08/06/2019 Lot Number: 1A FEMA Map Number: N/A Power Co.: DUKE	1701 Clearwater Dr Sanford, NC 27330 Final Date: Assigned To: Paulette Hammon Corner Lot: No Flood Zone: N/A
BRES-002471-2019 Status: Issued Application Date: 07/15/2019 Zone: R-12 R-12 Residential Mixed Additional Info: Construction Type: V-A Power Supplier: Duke Energy (800) 452-2777 Power Co.: DUKE Description: INTERIOR RENOVATIONS TO EXISTING SFD. NO PROPOSED ADDITIONAL GFA TO BE CONSTRUCTED. FLOORING REPLACEMENT, NEW PLUMBING AND ELECTRICAL WORK TO BE COMPLETED WITHIN EXISTING SFD.	Type: Building (Residential) Workclass: Renovations Issue Date: 07/19/2019 Sq Ft: 0 Basement: No Existing Utilities: , Public Sewer, Public Water Building Occupancy: Residential Fire Plan Review Required: No	District: Sanford Project: Expiration: 01/15/2020 Valuation: \$12,500.00	Main Address: Parcel: 9642-85-6786-00 Last Inspection: Lot Number: 119 Subdivision:	416 Evergreen Ln Sanford, NC 27330 Final Date: Assigned To: Chyna Kitt Corner Lot: No Acres: 0.178974
BRES-002472-2019 Status: Issued Application Date: 07/15/2019 Zone: RA RA Residential Agricultural Additional Info: Public Sewer: No Central EMC: No Well: No Description: SET UP OF EXISTING SINGLEWIDE MANUFACTURED HOME	Type: Building (Residential) Workclass: Manufactured Home Issue Date: 07/15/2019 Sq Ft: 0 Public Water: Yes Reactivated: No Acres: 10.1036	District: Lee County (Unincorporated) Project: Expiration: 01/11/2020 Valuation: \$0.00 Completed Manufactured Home Set Up Permit: No City/County Water: No Power Co.: DUKE	Main Address: Parcel: 9611-42-2053-00 Last Inspection: City/County Sewer: No Subdivision:	1521 Blackstone Rd Sanford, NC 27330 Final Date: Assigned To: Paulette Hammon Duke Energy: No Septic Tank: Yes

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

BRES-002474-2019		Type: Building (Residential)	District: Lee County (Unincorporated)	Main Address:	5172 Hummingbird Cir Sanford, NC 27332
Status: Issued		Workclass: New	Project: CAROLINA TRACE	Parcel: 9670-37-0922-00	Sanford, NC 27332
Application Date: 07/15/2019		Issue Date: 07/16/2019	Expiration: 01/14/2020	Last Inspection:	Finalized Date:
Zone: RR RR		Sq Ft: 2,372	Valuation: \$214,022.00		Assigned To: Chyna Kit
Additional Info:					
Construction Type: V-A		Basement: No	Number of Stories: 1	Number of Bathrooms: 2	Building Occupancy: Residential
Subdivision: CAROLINA TRACE		Corner Lot: No	Power Supplier: Duke Energy (800) 452-2777	Existing Utilities: , Public Sewer, Public Water	Fire Plan Review Required: No
Description: NEW SFD		Acres: 0.229588	Power Co.: DUKE		
BRES-002496-2019		Type: Building (Residential)	District: Lee County (Unincorporated)	Main Address:	379 Daniels Creek Rd Sanford, NC 27330
Status: Issued		Workclass: Manufactured Home	Project:	Parcel: 0603-38-9920-00	Sanford, NC 27330
Application Date: 07/16/2019		Issue Date: 07/16/2019	Expiration: 02/02/2020	Last Inspection: 08/06/2019	Finalized Date:
Zone: RA RA Residential Agricultural		Sq Ft: 0	Valuation: \$0.00		Assigned To: Paulette Hammon
Additional Info:					
Public Sewer: No		Public Water: No	Completed Manufactured Home Set Up	Manufactured Home Double-Wide: 1	Duke Energy: No
Central EMC: No		Reactivated: No	Permit: No	City/County Sewer: No	Septic Tank: Yes
Well: Yes		Acres: 4.29582	City/County Water: No	Subdivision: DANIEL'S CREEK ESTATES	
Description: SET UP OF DOUBLE WIDE					
BRES-002497-2019		Type: Building (Residential)	District: Lee County (Unincorporated)	Main Address:	560 Old Wagon Ln Sanford, NC 27332
Status: Complete		Workclass: Manufactured Home	Project:	Parcel: 9620-61-3890-00	Sanford, NC 27332
Application Date: 07/16/2019		Issue Date: 07/16/2019	Expiration: 01/28/2020	Last Inspection: 08/01/2019	Finalized Date: 08/01/2019
Zone: RA RA Residential Agricultural		Sq Ft: 0	Valuation: \$0.00		Assigned To: Paulette Hammon
Additional Info:					
Public Sewer: No		Public Water: No	Completed Manufactured Home Set Up	Manufactured Home Single-Wide: 1	Duke Energy: No
Central EMC: No		Reactivated: No	Permit: No	City/County Sewer: No	Septic Tank: Yes
Well: Yes		Acres: 69.4482	Power Co.: CEMC	Subdivision:	
Description: SET UP OF SINGLE WIDE					
BRES-002500-2019		Type: Building (Residential)	District: Lee County (Unincorporated)	Main Address:	109 Eaker Dr Sanford, NC 27330
Status: Issued		Workclass: New	Project: KENWOOD	Parcel: 9547-10-4935-00	Sanford, NC 27330
Application Date: 07/16/2019		Issue Date: 07/23/2019	Expiration: 01/27/2020	Last Inspection: 07/31/2019	Finalized Date:
Zone: RA RA Residential Agricultural		Sq Ft: 3,007	Valuation: \$147,540.00		Assigned To: Paulette Hammon
Additional Info:					
Construction Type: V-A		Basement: No	Number of Stories: 2	Number of Bathrooms: 2.5	Building Occupancy: Residential
Lot Number: 27		Corner Lot: No	Fire Plan Review Required: No	Proposed Utilities: Private Sewer System, Public Water	Subdivision: KENWOOD
Watershed: LITTLE RIVER / LEE COUNTY		Acres: 1.37989	Power Co.: CEMC		
Description: NEW SFD					

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

BRES-002501-2019		Unincorporated		Meeting Room	
Status: Issued	Type: Building (Residential)	District: Lee County (Unincorporated)	Main Address:	107 Eaker Dr	
Application Date: 07/16/2019	Workclass: New	Project: KENWOOD	Parcel: 9547-10-3827-00	Sanford, NC 27330	
Zone: RA RA Residential Agricultural	Issue Date: 07/23/2019	Expiration: 01/27/2020	Last Inspection: 07/31/2019	Finalized Date:	
Additional Info:	Sq Ft: 2,682	Valuation: \$126,709.00		Assigned To: Paulette Hammon	
Construction Type: V-A	Basement: No	Number of Stories: 2	Number of Bathrooms: 2.5	Building Occupancy: Residential	
Lot Number: 28	Corner Lot: No	Fire Plan Review Required: No	Proposed Utilities: Private Sewer System, Public Water	Subdivision: KENWOOD	
Watershed: LITTLE RIVER / LEE COUNTY	Acres: 1.49021	Power Co.: CEMC			
Description: NEW SFD					
BRES-002507-2019		Unincorporated		Meeting Room	
Status: Issued	Type: Building (Residential)	District: Lee County (Unincorporated)	Main Address:	830 Eagles Nest	
Application Date: 07/17/2019	Workclass: New	Project: CAROLINA TRACE	Parcel: 9660-80-8559-00	Sanford, NC 27330	
Zone: RR RR	Issue Date: 07/23/2019	Expiration: 01/22/2020	Last Inspection: 07/26/2019	Finalized Date:	
Additional Info:	Sq Ft: 1,560	Valuation: \$130,000.00		Assigned To: Paulette Hammon	
Construction Type: V-A	Basement: No	Number of Stories: 1	Number of Bathrooms: 2	Building Occupancy: Residential	
Lot Number: 830	Corner Lot: No	Fire Plan Review Required: No	Proposed Utilities: Public Sewer, Public Water	Subdivision: CAROLINA TRACE	
Acres: 0.163105	Power Co.: DUKE				
Description: NEW SFD					
BRES-002508-2019		Unincorporated		Meeting Room	
Status: Issued	Type: Building (Residential)	District: Lee County (Unincorporated)	Main Address:	831 Eagles Nest	
Application Date: 07/17/2019	Workclass: New	Project: CAROLINA TRACE	Parcel: 9660-80-9526-00	Sanford, NC 27330	
Zone: RR RR	Issue Date: 07/23/2019	Expiration: 01/22/2020	Last Inspection: 07/26/2019	Finalized Date:	
Additional Info:	Sq Ft: 1,820	Valuation: \$140,000.00		Assigned To: Paulette Hammon	
Construction Type: V-A	Basement: No	Number of Stories: 1	Number of Bathrooms: 2	Building Occupancy: Residential	
Lot Number: 831	Corner Lot: No	Fire Plan Review Required: No	Proposed Utilities: Public Sewer, Public Water	Subdivision: CAROLINA TRACE	
Acres: 0.173921	Power Co.: DUKE				
Description: NEW SFD					
BRES-002515-2019		Unincorporated		Meeting Room	
Status: Issued	Type: Building (Residential)	District: Lee County (Unincorporated)	Main Address:	376 Cummock Rd	
Application Date: 07/17/2019	Workclass: Modular	Project:	Parcel: 9625-83-7299-00	Sanford, NC 27330	
Zone: RR RR	Issue Date: 07/26/2019	Expiration: 02/02/2020	Last Inspection: 08/06/2019	Finalized Date:	
Additional Info:	Sq Ft: 1,300	Valuation: \$130,000.00		Assigned To: Chyna Kitt	
Construction Type: V-A	Basement: No	Number of Stories: 1	Number of Bathrooms: 2	Building Occupancy: Residential	
Lot Number: B	Corner Lot: No	Existing Utilities: Private Sewer System, Public Water	Fire Plan Review Required: No	Subdivision:	
Acres: 0.88	Power Co.: DUKE				
Description: MODULAR SFD					

ADDRESS CORRECTED BY PLANNING AND ZONING: KRISTIE W CLAYTON HOMES SPOKE WITH THOMAS M. TO CHANGE ADDRESS FROM 418 TO 376 CUMMOCK RD. 7/24/19. CG

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

BRES-002540-2019	Type: Building (Residential)	District: Lee County (Unincorporated)	Main Address:	453 Buckroe Dr
Status: Issued	Workclass: Addition	Project: DOE RUN	Parcel: 9667-45-0794-00	Sanford, NC 27330
Application Date: 07/22/2019	Issue Date: 07/24/2019	Expiration: 01/28/2020	Last Inspection: 08/01/2019	Finalized Date:
Zone: RR RR	Sq Ft: 252	Valuation: \$3,000.00		Assigned To: Chyna Kitt
Additional Info:				
Construction Type: V-A	Basement: No	Building Occupancy: Residential	Porch/Deck Square Footage: 252	Lot Number: 74 & 73
Other Lot: No	Existing Utilities: Private Sewer System, Fire Plan Review Required: No		Subdivision: DOE RUN	Watershed: CAPE FEAR / LEE COUNTY
Acres: 2.5827	Public Water			
	Power Co.: DUKE			
Description: PROPOSED 14' X 18' DECK TO BE CONSTRUCTED ON REAR SIDE OF EXISTING SFD.				

BRES-002558-2019	Type: Building (Residential)	District: Sanford	Main Address:	2001 Spring Ln
Status: Issued	Workclass: New	Project:	Parcel: 9633-52-4740-00	Sanford, NC 27330
Application Date: 07/22/2019	Issue Date: 07/24/2019	Expiration: 02/01/2020	Last Inspection: 08/05/2019	Finalized Date:
Zone: R-20 R-20	Sq Ft: 1,200	Valuation: \$110,000.00		Assigned To: Chyna Kitt
Additional Info:				
Construction Type: V-A	Basement: No	Number of Stories: 1	Number of Bathrooms: 2	Building Occupancy: Residential
Lot Number: 2	Corner Lot: No	Power Supplier: Duke Energy (800)	Existing Utilities: , Private Sewer System	Fire Plan Review Required: No
Subdivision:	Acres: 0.46	Power Co.: DUKE		
Description: NEW SFD				

BRES-002646-2019	Type: Building (Residential)	District: Sanford	Main Address:	505 Wade Dr
Status: Issued	Workclass: Addition	Project: DEVROE MEADOWS	Parcel: 9644-78-8829-00	Sanford, NC 27330
Application Date: 07/31/2019	Issue Date: 07/31/2019	Expiration: 01/27/2020	Last Inspection:	Finalized Date:
Zone: R-14 R-14 Residential Single-Family	Sq Ft: 240	Valuation: \$5,000.00		Assigned To: Paulette Hammon
Additional Info:				
Construction Type: V-A	Basement: No	Building Occupancy: Residential	Porch/Deck Square Footage: 240	Corner Lot: No
Power Supplier: Duke Energy (800)	Existing Utilities: Public Sewer, Public Water	Fire Plan Review Required: No	Flood Zone: AE	Subdivision: DEVROE MEADOWS
Acres: 0.300565	Power Co.: DUKE			
Description: 10'X24' DECK ON REAR OF HOME				

PERMITS ISSUED FOR BUILDING (RESIDENTIAL): 47

OCC-002397-2019	Type: Change of Occupancy	District: Lee County (Unincorporated)	Main Address:	3803 Hawkins Ave
Status: Complete	Workclass: Change of Occupancy	Project:	Parcel: 9645-25-9417-00	Sanford, NC 27330
Application Date: 07/05/2019	Issue Date: 07/05/2019	Expiration: 01/14/2020	Last Inspection: 07/18/2019	Finalized Date: 07/18/2019
Zone: HC HC Highway Commercial ct	Sq Ft: 0	Valuation: \$0.00		Assigned To: Chris Riggins
Additional Info:				
City/County Sewer: No	City/County Water: No	Specific Tank: Yes	Well: No	Public Water: Yes
Prior Occupancy Type: CHURCH ASSEMBLY	Prior Business Name: CHURCH OF CHRIST	Proposed Occupancy: BUSINESS	Proposed Business Name: SKILL GAMING DISTRIBUTORS, LLC	Acres: 1.3371
Power Co.: DUKE	Subdivision:			

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Description: CHANGE OF OCCUPANCY, SKILL GAMING DISTRIBUTORS, LLC

DC-002408-2019

Status: Issued

Application Date: 07/08/2019

Zone: LI LI Light Industrial

Additional Info:

City/County Sewer: Yes

Prior Occupancy Type: VACANT

Subdivision:

Description: PROPOSED BUSINESS TO OCCUPY EXISTING COMMERCIAL/INDUSTRIAL STRUCTURE. APPLICANT IS PROPOSING TO UTILIZE EXISTING STRUCTURE FOR THE PURPOSES OF ESTABLISHING A PACKAGING AND DISTRIBUTION CENTER FOR HEMP PRODUCTS. SOME PROCESSING OF RAW HEMP INTO HEMP OILS AND HEMP CAPSULES TO BE CONDUCTED ON SITE. A RESEARCH AND DEVELOPMENT (R & D) LAB WILL ALSO BE ESTABLISHED ON PREMISES.

Type: Change of Occupancy

Workclass: Change of Occupancy

Issue Date: 07/08/2019

Sq Ft: 0

City/County Water: Yes

Proposed Occupancy: PACKAGING & DISTR. PROCESSING HEMP

Specific Tank: No

Proposed Business Name: BROADWAY HEMP CO.

District: Sanford

Project:

Expiration: 01/05/2020

Valuation: \$0.00

Main Address:

Parcel: 9662-50-5230-00

Last Inspection: 07/09/2019

2626 Fayetteville St
Sanford, NC 27332

Finalized Date:

Assigned To: Chyna Kitt

Public Water: No

Power Co.: DUKE

PERMITS ISSUED FOR CHANGE OF OCCUPANCY: 2

DAYCARE

DC-002365-2019

Status: Complete

Application Date: 07/01/2019

Zone: RA RA Residential Agricultural

Additional Info:

City/County Public Water: No

Acres: 1.62838

Description: DAYCARE PERMIT

Type: Daycare

Workclass: Daycare

Issue Date: 07/01/2019

Sq Ft: 0

City Public Sewer: No

Power Co.: DUKE

District: Lee County (Unincorporated)

Project:

Expiration: 12/29/2019

Valuation: \$0.00

Main Address:

Parcel: 9657-62-9191-00

Last Inspection: 07/02/2019

119 Log Cabin Ln
Sanford, NC 27330

Finalized Date: 07/02/2019

Assigned To:

Public Water: Yes

Power Co.: DUKE

PERMITS ISSUED FOR DAYCARE: 1

DEMOLITION

DEMO-002447-2019

Status: Issued

Application Date: 07/12/2019

Zone: LI LI Light Industrial

Additional Info:

Public Water: No

Subdivision:

Description: DEMO PERMIT

Type: Demolition

Workclass: Non-Residential

Issue Date: 07/12/2019

Sq Ft: 0

Number of Buildings: 1

District: Sanford

Project:

Expiration: 01/08/2020

Valuation: \$0.00

Main Address:

Parcel: 9662-23-0025-00

Last Inspection:

1136 Broadway Rd
Sanford, NC 27332

Finalized Date:

Assigned To:

Power Co.: DUKE

Acres: 2.18

Type: Demolition

Workclass: Residential

Issue Date: 07/22/2019

Sq Ft: 0

Number of Buildings: 0

District: Sanford

Project:

Expiration: 01/18/2020

Valuation: \$0.00

Main Address:

Parcel: 9662-23-2489-00

Last Inspection:

1205 Broadway Rd
Sanford, NC 27330

Finalized Date:

Assigned To:

Power Co.: DUKE

Acres: 2.18

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Watershed: CAPE FEAR / LEE
County: LEE
Description: DEMO PERMIT

Acres: 0.17

Power Co.: DUKE

Subdivision: SLOAN

DEM-002557-2019
Status: Issued
Application Date: 07/22/2019
Zone: MHP MHP

Type: Demolition
Workclass: Residential
Issue Date: 07/22/2019
Sq Ft: 0

District: Lee County (Unincorporated)
Project:
Expiration: 01/18/2020
Valuation: \$0.00

Main Address:
Parcel: 9662-91-6528-00
Last Inspection:

900 Green Meadow Dr
Sanford, NC 27332
Finalized Date:
Assigned To:

Additional Info:
Public Water: No

Construction Type: V-A

Building Occupancy: R-3 1 & 2
Family Dwellings
Subdivision:

Number of Buildings: 1

Number of Dwellings: 0

Acres: 39.45

Power Co.: CEMC

Description: DEMO PERMIT

DEM-002621-2019
Status: Issued
Application Date: 07/29/2019
Zone:
Additional Info:
Public Water: No
Description: DEMO PERMIT

Type: Demolition
Workclass: Non-Residential
Issue Date: 07/29/2019
Sq Ft: 0
Construction Type: V-A

District: Sanford
Project:
Expiration: 01/25/2020
Valuation: \$0.00
Number of Buildings: 1

Main Address:
Parcel:
Last Inspection:

2600 S Horner Blvd
Sanford, NC 27332
Finalized Date:
Assigned To:

ELECTRICAL (NON-RESIDENTIAL)

PERMITS ISSUED FOR DEMOLITION: 4

ELEC-001596-2019
Status: Issued
Application Date: 04/30/2019
Zone: L L Light Industrial
Additional Info:
Building Permit #: 01595
Electrical - Fire Alarm: No
Power Co.: DUKE
Description: WIRING (1) WALL SIGN & FACE REPLACEMENT

Type: Electrical (Non-Residential)
Workclass: Sign
Issue Date: 07/22/2019
Sq Ft: 0
Duke Energy: Yes
Standalone Electrical Permit: No
Subdivision:

District: Sanford
Project:
Expiration: 01/18/2020
Valuation: \$0.00
Service Change Out: Up to 100 Amps:
No
Progress Energy: No

Main Address:
Parcel: 9652-80-6718-00
Last Inspection:
Service Change Out: 125 to 200 Amps:
No
Central Electric (EMC): No

2807 S Horner Blvd
Sanford, NC 27332
Finalized Date:
Assigned To:
Acres: 1.25

ELEC-002367-2019
Status: Complete
Application Date: 07/02/2019
Zone: C-2 C-2 General Commercial
Additional Info:
Duke Energy: No
Progress Energy: No
Description: ICE MACHINE INSTALL WIRING

Type: Electrical (Non-Residential)
Workclass: Miscellaneous
Issue Date: 07/02/2019
Sq Ft: 0
Service Change Out: Up to 100 Amps:
No
Central Electric (EMC): No

District: Sanford
Project:
Expiration: 12/29/2019
Valuation: \$0.00
Service Change Out: 125 to 200 Amps:
No
Acres: 1.41294

Main Address:
Parcel: 9642-48-1244-00
Last Inspection: 07/02/2019
Electrical - Fire Alarm: No
Power Co.: DUKE

101 Caribonion Rd
Sanford, NC 27330
Finalized Date: 07/02/2019
Assigned To:
Standalone Electrical Permit: Yes
Subdivision:

CEEC-002379-2019	Type: Electrical (Non-Residential)	District: Sanford	Main Address:	600 Golf Course Rd
Status: Complete	Workclass: Service Change	Project:	Parcel: 9644-82-6366-00	Sanford, NC 27330
Application Date: 07/02/2019	Issue Date: 07/02/2019	Expiration: 12/29/2019	Last Inspection: 07/02/2019	Finalized Date: 07/08/2019
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:	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No	Standalone Electrical Permit: No
Progress Energy: No	No	Yes		
	Central Electric (EMC): No	Acres: 124.63	Power Co.: DUKE	Flood Zone: AEFW, SHADED X, SHADED X, AE, AE
Subdivision:				
Description: SERVICE CHANGE 200AMP				

ELEC-002415-2019	Type: Electrical (Non-Residential)	District: Lee County (Unincorporated)	Main Address:	4300 Oak Park Rd
Status: Issued	Workclass: Miscellaneous	Project:	Parcel: 9645-72-5175-00	Sanford, NC 27330
Application Date: 07/09/2019	Issue Date: 07/09/2019	Expiration: 01/13/2020	Last Inspection: 07/16/2019	Finalized Date:
Zone: L1 L Light Industrial	Sq Ft: 0	Valuation: \$10,532,662.49		Assigned To:
Additional Info:				
Building Permit #: 01903	Duke Energy: Yes	Service Change Out: Up to 100 Amps:	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No

Standardone Electrical Permit: No	Progress Energy: No	Central Electric (EMC): No	FEMA Map Number: N/A	Watershed: N/A
Acres: 107.124	Power Co.: DUKE	Flood Zone: AEFV, SHADED X,	Historic District: N/A	Subdivision:

ELEC-002416-2019	Type: Electrical (Non-Residential)	District: Sanford	Main Address:	496 Glenwood Dr
Status: Issued	Workclass: New Construction	Project:	Parcel: 9634-51-8626-00	Sanford, NC 27350
Application Date: 07/09/2019	Issue Date: 07/09/2019	Expiration: 01/13/2020	Last Inspection: 07/17/2019	Finalized Date:
Zone: LI LI Light Industrial	Sq Ft: 9,100	Valuation: \$365,000.00		Assigned To:
Additional Info:				
Building Permit #: 02045	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: No	Progress Energy: No	Central Electric (EMC): No	Total Amperage: 600	Number of Sub-panels: 1
FEMA Map Number: N/A	Watershed: N/A	Acres: 4.1159	Power Co.: DUKE	Flood Zone: N/A
Historic District: N/A	Subdivision:			
Description: 600 AMPS, 1 SUBPANEL AND TEMPORARY POWER POLE INSTALL FOR CONSTRUCTION OF NEW DOLLAR GENERAL				

ELC-C-002440-2019	Type: Electrical (Non-Residential)	District: Sanford	Main Address:	2841 Cemetery Rd
Status: Complete	Workclass: Miscellaneous	Project:	Parcel: 9651-38-8234-00	Sanford, NC 27332
Application Date: 07/11/2019	Issue Date: 07/11/2019	Expiration: 01/11/2020	Last Inspection: 07/15/2019	Finished Date: 07/15/2019
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:	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes
Progress Energy: No	No	No		
	Central Electric (EMC): No	Acres: 0.410157	Power Co.: DUKE	Subdivision: WILLIAMS
Description: 100 AMP BASE & SUB PANEL TO WINDTREAM PEDASTAL				

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

ELEC-002443-2019	Type: Electrical (Non-Residential)	District: Sanford	Main Address:	2626 Fayetteville St
Status: Issued	Workclass: Service Change	Project:	Parcel: 9652-50-5230-00	Sanford, NC 27332
Application Date: 07/12/2019	Issue Date: 07/12/2019	Expiration: 01/08/2020	Last Inspection:	Final Date:
Zone: LI LI Light Industrial	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Duke Energy: Yes	Service Change Out: Up to 100 Amps:	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes
Progress Energy: No	Central Electric (EMC): No	Yes	Power Co.: DUKE	Subdivision:
Description: 200 AMP SERVICE CHANGE AND WIRING OF HVAC UNITS		Acres: 0.283745		

ELEC-002446-2019	Type: Electrical (Non-Residential)	District: Sanford	Main Address:	2502 S Horner Blvd
Status: Issued	Workclass: Miscellaneous	Project:	Parcel: 9652-62-5091-00	Sanford, NC 27332
Application Date: 07/12/2019	Issue Date: 07/12/2019	Expiration: 01/08/2020	Last Inspection:	Final Date:
Zone: C-2 C-2 General Commercial	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Duke Energy: Yes	Service Change Out: Up to 100 Amps:	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes
Progress Energy: No	Central Electric (EMC): No	No	Power Co.: DUKE	Subdivision:
Description: LOW VOLTAGE DATA CABLES (LESS THAN 24V) INSTALL FOR MCDONALDS		Acres: 0.47		

ELEC-002502-2019	Type: Electrical (Non-Residential)	District: Sanford	Main Address:	506 Carriage St
Status: Complete	Workclass: Miscellaneous	Project:	Parcel: 9642-59-2157-00	Sanford, NC 27330
Application Date: 07/17/2019	Issue Date: 07/17/2019	Expiration: 01/18/2020	Last Inspection: 07/22/2019	Final Date: 07/22/2019
Zone: C-2 C-2 General Commercial	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Duke Energy: Yes	Service Change Out: Up to 100 Amps:	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes
Progress Energy: No	Central Electric (EMC): No	No	Power Co.: DUKE	Subdivision: MCIVER PARK
Description: OUTLET FOR TANKLESS WATER HEATER		Acres: 0.73		

ELEC-002577-2019	Type: Electrical (Non-Residential)	District: Sanford	Main Address:	207 Gordon St
Status: Issued	Workclass: Alteration	Project:	Parcel: 9643-60-2223-00	Sanford, NC 27330
Application Date: 07/24/2019	Issue Date: 07/24/2019	Expiration: 01/20/2020	Last Inspection:	Final Date:
Zone: CBD CBD Central Business	Sq Ft: 0	Valuation: \$175,906.00		Assigned To:
Additional Info:				
Building Permit #: BLDC-001980-2019	Duke Energy: No	Service Change Out: Up to 100 Amps:	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No
Historic District: DOWNTOWN	Progress Energy: No	No	Acres: 0.206487	Power Co.: DUKE
Subdivision:		Central Electric (EMC): No		
Description: WIRING OF FIXTURES AND OUTLETS FOR WEE CARE PEDIATRICS - PROPOSED NEW TENANT TO OPEN MEDICAL FACILITY FOR OUTPATIENT CARE. COMMERCIAL ZONING APPROVAL FOR INTERIOR RENOVATION AND RESURFACING OF EXISTING PARKING LOT. PER LIZ WILL NOT NEED ANY APPROVAL FROM HISTORIC AS OF 6.6.19.				

ELEC-002610-2019	Type: Electrical (Non-Residential)	District: Sanford	Main Address:	1400 Broadway Rd
Status: Issued	Workclass: Repair	Project:	Parcel:	Sanford, NC 27332
Application Date: 07/29/2019	Issue Date: 07/29/2019	Expiration: 01/25/2020	Last Inspection:	Final Date:
Zone:	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Duke Energy: No **Service Change Out:** Up to 100 Amps: **Service Change Out:** 125 to 200 Amps: **Electrical - Fire Alarm:** No **Standalone Electrical Permit:** Yes
Progress Energy: No **Central Electric (EMC):** No **Total Amperage:** 400
Description: (2) 200 AMP PANEL INSTALLS FOR MACHINE SHOP AT COTY. (400 AMPS TOTAL)

ELEC-002616-2019
Status: Complete
Application Date: 07/29/2019
Zone: C-2 C-2 General Commercial
Additional Info:
Building Permit #: 02505
Duke Energy: Yes
Service Change Out: Up to 100 Amps: **Service Change Out:** 125 to 200 Amps: **Electrical - Fire Alarm:** No
Description: TEMPORARY SERVICE POLE INSTALL FOR CONSTRUCTION SALES TRAILER FOR PLANET FITNESS

ELEC-002625-2019*
Status: Issued
Application Date: 07/30/2019
Zone: RA RA Residential Agricultural
Additional Info:
Building Permit #: 0425
Duke Energy: Yes
Progress Energy: No
Description: TEMPORARY SERVICE POLE INSTALL FOR CONSTRUCTION SALES TRAILER FOR PLANET FITNESS

ELEC-002633-2019
Status: Issued
Application Date: 07/30/2019
Zone: C-2 C-2 General Commercial
Additional Info:
Building Permit #: 01421
Duke Energy: Yes
Progress Energy: No
Description: 2400 AMPS SERVICE FOR ALL UPFITS & EXTERIOR HOUSE LIGHTING (HOUSE PANEL) (SHELL ONLY) (OLD KMART BLDG FOR GYM & MERCANTILE SPACE)

ELEC-002633-2019
Status: Issued
Application Date: 07/30/2019
Zone: C-2 C-2 General Commercial
Additional Info:
Building Permit #: 01421
Duke Energy: Yes
Progress Energy: No
Description: 2400 AMPS SERVICE FOR ALL UPFITS & EXTERIOR HOUSE LIGHTING (HOUSE PANEL) (SHELL ONLY) (OLD KMART BLDG FOR GYM & MERCANTILE SPACE)

ELEC-002633-2019
Status: Issued
Application Date: 07/30/2019
Zone: C-2 C-2 General Commercial
Additional Info:
Building Permit #: 01421
Duke Energy: Yes
Progress Energy: No
Description: 2400 AMPS SERVICE FOR ALL UPFITS & EXTERIOR HOUSE LIGHTING (HOUSE PANEL) (SHELL ONLY) (OLD KMART BLDG FOR GYM & MERCANTILE SPACE)

ELEC-002633-2019
Status: Issued
Application Date: 07/30/2019
Zone: C-2 C-2 General Commercial
Additional Info:
Building Permit #: 01421
Duke Energy: Yes
Progress Energy: No
Description: 2400 AMPS SERVICE FOR ALL UPFITS & EXTERIOR HOUSE LIGHTING (HOUSE PANEL) (SHELL ONLY) (OLD KMART BLDG FOR GYM & MERCANTILE SPACE)

ELEC-002633-2019
Status: Issued
Application Date: 07/30/2019
Zone: C-2 C-2 General Commercial
Additional Info:
Building Permit #: 01421
Duke Energy: Yes
Progress Energy: No
Description: 2400 AMPS SERVICE FOR ALL UPFITS & EXTERIOR HOUSE LIGHTING (HOUSE PANEL) (SHELL ONLY) (OLD KMART BLDG FOR GYM & MERCANTILE SPACE)

ELEC-002633-2019
Status: Issued
Application Date: 07/30/2019
Zone: C-2 C-2 General Commercial
Additional Info:
Building Permit #: 01421
Duke Energy: Yes
Progress Energy: No
Description: 2400 AMPS SERVICE FOR ALL UPFITS & EXTERIOR HOUSE LIGHTING (HOUSE PANEL) (SHELL ONLY) (OLD KMART BLDG FOR GYM & MERCANTILE SPACE)

ELEC-002633-2019
Status: Issued
Application Date: 07/30/2019
Zone: C-2 C-2 General Commercial
Additional Info:
Building Permit #: 01421
Duke Energy: Yes
Progress Energy: No
Description: 2400 AMPS SERVICE FOR ALL UPFITS & EXTERIOR HOUSE LIGHTING (HOUSE PANEL) (SHELL ONLY) (OLD KMART BLDG FOR GYM & MERCANTILE SPACE)

PERMITS ISSUED FOR ELECTRICAL (NON-RESIDENTIAL): 14

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Duke Energy: No	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	Acres: 0.219509	Power Co.: DUKE	Historic District: LEE AVENUE
Subdivision: 200AMP SERVICE CHANGE				
ELER-002358-2019	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address: Parcel: 9631-29-1147-00	5005 Simpson Dr Sanford, NC 27330
Status: Complete	Workclass: Service Change	Project: Expiration: 12/29/2019	Last Inspection: 07/02/2019	Finalized Date: 07/02/2019
Application Date: 07/01/2019	Issue Date: 07/01/2019	Valuation: \$0.00		Assigned To:
Zone: R-20 R-20	Sq Ft: 0			
Additional Info:				
Duke Energy: No	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	Acres: 0.625717	Power Co.: DUKE	Subdivision: OWM'S NEST
Description: 200 AMP SERVICE CHANGE				
ELER-002366-2019	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address: Parcel: 9657-30-8353-00	2013 Cedar Lake Rd Sanford, NC 27330
Status: Complete	Workclass: Miscellaneous	Project: Expiration: 12/30/2019	Last Inspection: 07/03/2019	Finalized Date: 07/03/2019
Application Date: 07/01/2019	Issue Date: 07/01/2019	Valuation: \$0.00		Assigned To:
Zone: RA RA Residential Agricultural	Sq Ft: 0			
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	Acres: 1.46572	Power Co.: DUKE	Subdivision: CEDAR LAKE
Description: DAMAGEDS METER BASE REPAIR				
ELER-002383-2019	Type: Electrical (Residential)	District: Sanford	Main Address: Parcel: 9652-82-7931-00	824 E Main St Sanford, NC 27330
Status: Issued	Workclass: Power Restoration	Project: Expiration: 01/04/2020	Last Inspection: 07/08/2019	Finalized Date:
Application Date: 07/03/2019	Issue Date: 07/03/2019	Valuation: \$0.00		Assigned To:
Zone: C-2 C-2 General Commercial	Sq Ft: 0			
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: 0.51	Power Co.: DUKE	Subdivision: COCKRELL, R E
Description: POWER RESTORATION				
ELER-002389-2019	Type: Electrical (Residential)	District: Sanford	Main Address: Parcel: 9661-27-8408-00	3305 Truelove St Sanford, NC 27332
Status: Issued	Workclass: Service Change	Project: Expiration: 12/30/2019	Last Inspection:	Finalized Date:
Application Date: 07/03/2019	Issue Date: 07/03/2019	Valuation: \$0.00		Assigned To:
Zone: R-20 R-20	Sq Ft: 0			
Additional Info:				
Duke Energy: No	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	Acres: 0.151444	Power Co.: CEMC	Subdivision: HOME MONT
Description: 200AMP SERVICE CHANGE				

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

ELER-002390-2019 Status: Complete Application Date: 07/05/2019 Zone: R-20 R-20 Additional Info: Duke Energy: No Progress Energy: No Description: REPAIR	Type: Electrical (Residential) Workclass: Repair Issue Date: 07/05/2019 Sq Ft: 0 Service Change Out: Up to 100 Amps: No Central Electric (EMC): No	District: Sanford ETJ Project: Expiration: 01/01/2020 Valuation: \$0.00 Service Change Out: 125 to 200 Amps: No Acres: 1.56809	Main Address: Parcel: 9651-31-0234-00 Last Inspection: 07/05/2019 Electrical - Fire Alarm: No Power Co.: DUKE	1525 St Andrews Church Rd Sanford, NC 27332 Final Date: 07/05/2019 Assigned To: Standalone Electrical Permit: Yes Subdivision: WINSTEAD
ELER-002396-2019 Status: Complete Application Date: 07/05/2019 Zone: RA RA Residential Agricultural Additional Info: Building Permit #: BRES-002129-2019 Electrical - Fire Alarm: No Acres: 13.9206 Description: WIRING OF 28X56' DOUBLE-WIDE SET UP MH	Type: Electrical (Residential) Workclass: Manufactured Home Issue Date: 07/05/2019 Sq Ft: 0 Duke Energy: No Standalone Electrical Permit: No Power Co.: CEMC	District: Lee County (Unincorporated) Project: Expiration: 01/11/2020 Valuation: \$0.00 Service Change Out: Up to 100 Amps: No Progress Energy: No Subdivision:	Main Address: Parcel: 9676-51-0721-00 Last Inspection: 07/15/2019 Service Change Out: 125 to 200 Amps: No Central Electric (EMC): Yes	379 Cleitus Hall Rd Sanford, NC 27330 Final Date: 07/15/2019 Assigned To: Manufactured Home Subclass: Single-Wide Watershed: CAPE FEAR / LEE COUNTY
ELER-002418-2019 Status: Issued Application Date: 07/09/2019 Zone: RR RR Additional Info: Duke Energy: Yes Progress Energy: No Subdivision: LAKE VILLANOW II Description: (1) SUBPANEL INSTALL	Type: Electrical (Residential) Workclass: Repair Issue Date: 07/09/2019 Sq Ft: 0 Service Change Out: Up to 100 Amps: No Central Electric (EMC): No	District: Lee County (Unincorporated) Project: Expiration: 01/12/2020 Valuation: \$0.00 Service Change Out: 125 to 200 Amps: No Number of Sub-panels: 1	Main Address: Parcel: 9519-88-7356-00 Last Inspection: 07/16/2019 Electrical - Fire Alarm: No Acres: 1.83	8701 Holly Pond Rd Sanford, NC 27332 Final Date: Assigned To: Standalone Electrical Permit: Yes Power Co.: DUKE
ELER-002422-2019 Status: Complete Application Date: 07/09/2019 Zone: R-20 R-20 Additional Info: Duke Energy: Yes Progress Energy: No Description: INSTALL 2ND METER BOX TO EXTERIOR OF HOME FOR DUKE ENERGY PRIVATE SOLAR STUDY	Type: Electrical (Residential) Workclass: Miscellaneous Issue Date: 07/09/2019 Sq Ft: 0 Service Change Out: Up to 100 Amps: No Central Electric (EMC): No	District: Sanford Project: Expiration: 01/25/2020 Valuation: \$0.00 Service Change Out: 125 to 200 Amps: No Acres: 0.546084	Main Address: Parcel: 9632-87-1882-00 Last Inspection: 07/29/2019 Electrical - Fire Alarm: No Power Co.: DUKE	2300 Radius Cir Sanford, NC 27330 Final Date: 07/30/2019 Assigned To: Standalone Electrical Permit: Yes Subdivision: COLONIAL ACRES

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

ELER-002432-2019	Status: Issued	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address:	201 Sainsbury Place
Application Date: 07/10/2019	Issue Date: 07/10/2019	Workclass: New Construction	Project:	Parcel: 9519-69-4197-00	Sanford, NC 27330
Zone: RA RA Residential Agricultural	Sq Ft: 3,850		Expiration: 01/06/2020	Last Inspection:	Finalized Date:
Additional Info:			Valuation: \$275,000.00		Assigned To:
Building Permit #: 01422	Duke Energy: Yes		Service Change Out: Up to 100 Amps:	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No
Standardone Electrical Permit: No	Progress Energy: No		No	Total Amperage: 200	Acres: 1.02998
Power Co.: DUKE	Subdivision: BOCA ESTATES		Central Electric (EMC): No		
Description: WIRING OF NEW SFD (200 AMPS)					
ELER-002437-2019	Status: Issued	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address:	1869 Henley Rd
Application Date: 07/11/2019	Issue Date: 07/11/2019	Workclass: Service Change	Project:	Parcel: 9621-34-4400-00	Sanford, NC 27330
Zone: RA RA Residential Agricultural	Sq Ft: 0		Expiration: 01/07/2020	Last Inspection:	Finalized Date:
Additional Info:			Valuation: \$0.00		Assigned To:
Duke Energy: Yes	Service Change Out: Up to 100 Amps:		Yes	Electrical - Fire Alarm: No	Standardone Electrical Permit: No
Progress Energy: No	Central Electric (EMC): No		Acres: 18.2884	Power Co.: DUKE	Flood Zone: AE
Subdivision:					
Description: 200 AMP SERVICE CHANGE & GENERATOR INSTALL					
ELER-002439-2019	Status: Complete	Type: Electrical (Residential)	District: Sanford	Main Address:	2629 Bristol Way
Application Date: 07/11/2019	Issue Date: 07/11/2019	Workclass: Service Change	Project:	Parcel: 9623-82-8690-00	Sanford, NC 27330
Zone: R-14 R-14 Residential Single-Family	Sq Ft: 0		Expiration: 02/02/2020	Last Inspection: 08/06/2019	Finalized Date: 08/07/2019
Additional Info:			Valuation: \$0.00		Assigned To:
Duke Energy: No	Service Change Out: Up to 100 Amps:		Yes	Electrical - Fire Alarm: No	Standardone Electrical Permit: Yes
Progress Energy: No	Central Electric (EMC): Yes		Watershed: DEEP RIVER / LEE COUNTY	Acres: 1.23973	Power Co.: CEMC
Flood Zone: AE					
Description: 200 AMP SERVICE CHANGE & GENERATOR INSTALL					
ELER-002441-2019	Status: Complete	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address:	1841 Riddle Rd
Application Date: 07/11/2019	Issue Date: 07/11/2019	Workclass: Power Restoration	Project:	Parcel: 9664-02-2538-00	Sanford, NC 27330
Zone: RA RA Residential Agricultural	Sq Ft: 0		Expiration: 01/12/2020	Last Inspection: 07/16/2019	Finalized Date: 07/16/2019
Additional Info:			Valuation: \$0.00		Assigned To:
Duke Energy: No	Service Change Out: Up to 100 Amps:		No	Electrical - Fire Alarm: No	Standardone Electrical Permit: Yes
Progress Energy: No	Central Electric (EMC): Yes		Watershed: CAPE FEAR / LEE COUNTY	Acres: 0.962733	Power Co.: CEMC
Subdivision:					
Description: POWER RESTORATION FOR SERVICE POLE ON BONAFIDE FARM					

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

ELER-002442-2019									
Status: Complete	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address: Parcel: 9623-44-1864-00	221 Templing Church Rd Sanford, NC 27330					
Application Date: 07/12/2019	Workclass: Miscellaneous	Project: Expiration: 01/22/2020	Last Inspection: 07/26/2019	Finalized Date: 07/26/2019					
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): Yes	Watershed: DEEP RIVER / LEE COUNTY	Acres: 1.20347	Power Co.: CEMC					
Subdivision: CHANGING CENTRAL PANEL AND METER									
ELER-002445-2019									
Status: Complete	Type: Electrical (Residential)	District: Sanford	Main Address: Parcel: 9633-34-5903-00	1620 Columbine Rd Sanford, NC 27330					
Application Date: 07/12/2019	Workclass: Service Change	Project: Expiration: 01/11/2020	Last Inspection: 07/15/2019	Finalized Date: 07/15/2019					
Zone: R-20 R-20	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	Yes	Acres: 0.47	Power Co.: DUKE	Subdivision:				
Description: EXTERIOR PANEL SERVICE CHANGE (200 AMPS)									
ELER-002450-2019									
Status: Complete	Type: Electrical (Residential)	District: Sanford	Main Address: Parcel: 9653-32-8264-00	119 N Sixteenth St Sanford, NC 27330					
Application Date: 07/15/2019	Workclass: Miscellaneous	Project: Expiration: 01/12/2020	Last Inspection: 07/16/2019	Finalized Date: 07/16/2019					
Zone: R-12 R-12 Residential Mixed	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	No	Acres: 0.267297	Power Co.: DUKE	Subdivision: JACKSON HEIGHTS				
Description: METER BOX REPAIR DUE TO TREE FALL									
ELER-002451-2019									
Status: Issued	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address: Parcel: 9686-21-9676-00	2665 Lower River Rd Sanford, NC 27330					
Application Date: 07/15/2019	Workclass: New Construction	Project: Expiration: 01/12/2020	Last Inspection: 07/16/2019	Finalized Date:					
Zone: RA RA Residential Agricultural	Sq Ft: 3,941	Valuation: \$234,115.00		Assigned To:					
Additional Info:									
Building Permit #: 01027	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	Total Amperage: 200	Watershed: CAPE FEAR / LEE COUNTY					
Acres: 1.61	Power Co.: CEMC	Subdivision: COUNTRY ESTATES OF LOWER RIVER RD							
Description: WIRING OF NEW SFD (200 AMPS)									

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

ELER-002453-2019	Status: Issued	Type: Electrical (Residential)	District: Sanford	Main Address:	514 Sunset Dr
Application Date: 07/15/2019	Workclass: Miscellaneous	Project:	Parcel: 9642-49-9404-00	Sanford, NC 27330	
Zone: R-12 R-12 Residential Mixed	Issue Date: 07/15/2019	Expiration: 01/12/2020	Last Inspection: 07/16/2019	Assigned To:	
Additional Info:	Sq Ft: 0	Valuation: \$0.00			
Duke Energy: No	Service Change Out: Up to 100 Amps:	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes	
Progress Energy: No	Central Electric (EMC): No	Acres: 0.280769	Power Co.: DUKE	Historic District:	
Subdivision: MCIVER PARK				ROSEMONT-MCKIVER	
Description: OUTLETS/FIXTURES					

ELER-002459-2019	Status: Issued	Type: Electrical (Residential)	District: Sanford	Main Address:	422 W Courtland Dr
Application Date: 07/15/2019	Workclass: Addition	Project:	Parcel: 9652-04-7032-00	Sanford, NC 27330	
Zone: R-12 R-12 Residential Mixed	Issue Date: 07/15/2019	Expiration: 01/11/2020	Last Inspection:	Assigned To:	
Additional Info:	Sq Ft: 216	Valuation: \$14,000.00			
Duke Energy: No	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	Central Electric (EMC): No	Acres: 0.72	Power Co.: DUKE	Subdivision:	
Description: WIRING OF 18' X12' BEDROOM ADDITION AND HALF BATH ADDITION					

ELER-002462-2019	Status: Complete	Type: Electrical (Residential)	District: Sanford	Main Address:	653 Britton Ct
Application Date: 07/15/2019	Workclass: Repair	Project:	Parcel: 9642-20-3645-00	Sanford, NC 27330	
Zone: R-12 R-12 Residential Mixed	Issue Date: 07/15/2019	Expiration: 01/12/2020	Last Inspection: 07/16/2019	Assigned To:	
Additional Info:	Sq Ft: 0	Valuation: \$0.00			
Duke Energy: No	Service Change Out: Up to 100 Amps:	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes	
Progress Energy: No	Central Electric (EMC): No	Acres: 0.206367	Power Co.: DUKE	Subdivision: CARTHAGE COLONIES	
Description: INSTALLATION OF GROUND ROD					

ELER-002465-2019	Status: Complete	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address:	231 Florence Harris Ln
Application Date: 07/15/2019	Workclass: Repair	Project:	Parcel: 9610-16-2960-00	Sanford, NC 27330	
Zone: RA RA Residential Agricultural	Issue Date: 07/15/2019	Expiration: 01/18/2020	Last Inspection: 07/22/2019	Assigned To:	
Additional Info:	Sq Ft: 0	Valuation: \$0.00			
Duke Energy: No	Service Change Out: Up to 100 Amps:	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes	
Progress Energy: No	Central Electric (EMC): No	Acres: 20.1007	Power Co.: CEMC	Flood Zone: AE	
Subdivision:					
Description: REPAIR TO EXISTING SERVICE FROM STORM DAMAGE					

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

ELER-002466-2019	Status: Complete	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address:	109 Woodlark Rd
Application Date: 07/15/2019	Issue Date: 07/15/2019	Workclass: Miscellaneous	Project:	Parcel: 8694-91-7934-00	Sanford, NC 27330
Zone: RA RA Residential Agricultural	Sq Ft: 0	Expiration: 01/15/2020	Valuation: \$0.00	Last Inspection: 07/19/2019	Finalized Date: 07/19/2019
Additional Info:					Assigned To:
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	No	Watershed: GULF-GOLDSTON / DEEP RIVER	Acres: 20.5497	Power Co.: DUKE
Flood Zone: AE	Subdivision:				
Description: REPAIR TO RISER DUE TO DAMAGE					
ELER-002467-2019	Status: Complete	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address:	25 Azalea Ln
Application Date: 07/15/2019	Issue Date: 07/15/2019	Workclass: Miscellaneous	Project:	Parcel: 9528-93-8685-00	Sanford, NC 27332
Zone: RA RA Residential Agricultural	Sq Ft: 0	Expiration: 01/13/2020	Valuation: \$0.00	Last Inspection: 07/17/2019	Finalized Date: 07/17/2019
Additional Info:					Assigned To:
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): Yes	No	Watershed: LITTLE RIVER / LEE COUNTY	Acres: 3.83513	Power Co.: CEMC
Subdivision: HOPKINS					
Description: REPLACING ROTTING SERVICE POLE ON EXISTING 200 AMP SERVICE					
ELER-002468-2019	Status: Complete	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address:	45 Azalea Ln
Application Date: 07/15/2019	Issue Date: 07/15/2019	Workclass: Miscellaneous	Project:	Parcel: 9528-93-8685-00	Sanford, NC 27332
Zone: RA RA Residential Agricultural	Sq Ft: 0	Expiration: 01/13/2020	Valuation: \$0.00	Last Inspection: 07/17/2019	Finalized Date: 07/17/2019
Additional Info:					Assigned To:
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): Yes	No	Watershed: LITTLE RIVER / LEE COUNTY	Acres: 3.83513	Power Co.: CEMC
Subdivision: HOPKINS					
Description: REPLACING ROTTING SERVICE POLE ON EXISTING 200 AMP SERVICE					
ELER-002469-2019	Status: Complete	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address:	140 Mercury Ln
Application Date: 07/15/2019	Issue Date: 07/15/2019	Workclass: Miscellaneous	Project:	Parcel: 9630-89-8232-00	Sanford, NC 27332
Zone: RA/MH RA/MH	Sq Ft: 0	Expiration: 01/18/2020	Valuation: \$0.00	Last Inspection: 07/22/2019	Finalized Date: 07/22/2019
Additional Info:					Assigned To:
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	No	Acres: 8.10121	Power Co.: DUKE	Subdivision:
Description: WIRING OF WELL PUMP SERVICE					

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

ELER-002475-2019	Status: Issued	Application Date: 07/16/2019	Zone: R-14 R-14 Residential	Additional Info: Single-Family	Building Permit #: BRES-002201-2019	Type: Electrical (Residential)	Workclass: New Construction	Issue Date: 07/16/2019	Sq Ft: 2,648	District: Sanford	Project: PARK AT SOUTH PARK	Expiration: 01/12/2020	Valuation: \$198,420.00	Main Address: Parcel: 9660-08-8709-00	Last Inspection:	124 Tyvola St Sanford, NC 27330	Final Date:	Assigned To:
Power Co.: DUKE	Progress Energy: No	Subdivision: PARK AT SOUTH PARK	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: 0.37									
Description: WIRING OF NEW SFD																		
ELER-002476-2019	Status: Issued	Application Date: 07/16/2019	Zone: R-14 R-14 Residential	Additional Info: Single-Family	Building Permit #: BRES-002202-2019	Type: Electrical (Residential)	Workclass: New Construction	Issue Date: 07/16/2019	Sq Ft: 2,374	District: Sanford	Project:	Expiration: 01/12/2020	Valuation: \$151,470.75	Main Address: Parcel: 9660-08-9887-00	Last Inspection:	116 Tyvola St Sanford, NC 27332	Final Date:	Assigned To:
Power Co.: DUKE	Progress Energy: No	Subdivision: PARK AT SOUTH PARK	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: 0.38									
Description: WIRING OF NEW SFD																		
ELER-002482-2019	Status: Issued	Application Date: 07/16/2019	Zone: RR RR	Additional Info:	Building Permit #: POOL-002481-2019	Type: Electrical (Residential)	Workclass: Pool	Issue Date: 07/16/2019	Sq Ft: 0	District: Lee County (Unincorporated)	Project:	Expiration: 01/20/2020	Valuation: \$0.00	Main Address: Parcel: 9623-96-5880-00	Last Inspection: 07/24/2019	421 Reynwood Vista Ln Sanford, NC 27330	Final Date:	Assigned To:
Power Co.: DUKE	Progress Energy: No	Subdivision: REYNWOOD	Service Change Out: Up to 100 Amps:	No	Central Electric (EMC): No	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No	Watershed: DEEP RIVER / LEE COUNTY	Acres: 10.4697									
Description: SWIMMING POOL																		
ELER-002483-2019	Status: Issued	Application Date: 07/16/2019	Zone: RA RA Residential Agricultural	Additional Info:	Building Permit #:	Type: Electrical (Residential)	Workclass: Miscellaneous	Issue Date: 07/16/2019	Sq Ft: 0	District: Lee County (Unincorporated)	Project:	Expiration: 01/12/2020	Valuation: \$0.00	Main Address: Parcel: 9671-25-7972-00	Last Inspection:	586 County Way Sanford, NC 27332	Final Date:	Assigned To:
Power Co.: DUKE	Progress Energy: No	Subdivision:	Service Change Out: Up to 100 Amps:	No	Central Electric (EMC): No	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No	Power Co.: DUKE										
Description: ADDING (1) 20 AMP RECEPTACLE FOR JETTED WALK IN TUB USING DEAD FRONT GFCI																		

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

ELER-002484-2019	Status: Issued	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address:	1357 O'Quinn Rd
Application Date: 07/16/2019	Issue Date: 07/16/2019	Workclass: Manufactured Home	Project:	Parcel: 9662-35-7825-00	Sanford, NC 27330
Zone: RA RA Residential Agricultural	Sq Ft: 0	Expiration: 01/20/2020	Valuation: \$0.00	Last Inspection: 07/24/2019	Finalized Date:
Additional Info:	Building Permit #: 01224	Duke Energy: No	Service Change Out: Up to 100 Amps:	Service Change Out: 125 to 200 Amps:	Manufactured Home Subclass:
Electrical - Fire Alarm: No	Standalone Electrical Permit: No	No	Progress Energy: No	No	Single-Wide
Acres: 1.02184	Power Co.: CEMC	Subdivision:	Central Electric (EMC): Yes	Watershed: CAPE FEAR / LEE	COUNTY
Description: WIRING OF 16'X48' SINGLE WIDE					
ELER-002486-2019	Status: Issued	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address:	6449 Swanns Station Rd
Application Date: 07/16/2019	Issue Date: 07/16/2019	Workclass: Miscellaneous	Project:	Parcel: 9549-92-8980-00	Sanford, NC 27332
Zone: RA RA Residential Agricultural	Sq Ft: 0	Expiration: 01/12/2020	Valuation: \$0.00	Last Inspection:	Finalized Date:
Additional Info:	Service Change Out: Up to 100 Amps:	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No	Subdivision:	Standalone Electrical Permit: Yes
Duke Energy: Yes	No	No	Acres: 0.944338	Power Co.: DUKE	IRELAND UPCHURCH
Progress Energy: No	Central Electric (EMC): No				LAND
Description: ADDING (1) 20 AMP RECEPTICLE FOR JETTED WALK IN TUB USING DEAD FRONT GFCI					
ELER-002490-2019	Status: Issued	Type: Electrical (Residential)	District: Sanford	Main Address:	1436 Abercorn Ln
Application Date: 07/16/2019	Issue Date: 07/16/2019	Workclass: Pool	Project:	Parcel: 9642-02-3914-00	Sanford, NC 27330
Zone: MF-12 MF-12 Multifamily	Sq Ft: 0	Expiration: 01/12/2020	Valuation: \$0.00	Last Inspection:	Finalized Date:
Additional Info:	Service Change Out: Up to 100 Amps:	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No	Subdivision:	Assigned To:
Building Permit #: POOL-002489-2019	Duke Energy: No	No	Central Electric (EMC): No	Acres: 0.320891	Power Co.: DUKE
Standalone Electrical Permit: No	Progress Energy: No				
Subdivision: SAVANNAH					
Description: WIRING FOR POOL PERMIT					
ELER-002492-2019	Status: Issued	Type: Electrical (Residential)	District: Sanford	Main Address:	621 W Chisholm St
Application Date: 07/16/2019	Issue Date: 07/16/2019	Workclass: Miscellaneous	Project:	Parcel: 9642-29-9645-00	Sanford, NC 27330
Zone: R-20 R-20	Sq Ft: 0	Expiration: 01/27/2020	Valuation: \$0.00	Last Inspection: 07/31/2019	Finalized Date:
Additional Info:	Service Change Out: Up to 100 Amps:	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No	Subdivision:	Standalone Electrical Permit: Yes
Duke Energy: Yes	No	No	Central Electric (EMC): No	Acres: 0.522465	Power Co.: DUKE
Progress Energy: No	Central Electric (EMC): No				MCIVER PARK
Description: CAN LIGHTS/ FIXTURES INSTALL					

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PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

ELER-002511-2019	Status: Issued	Type: Electrical (Residential)	District: Sanford ETJ	Main Address:	1701 Clearwater Dr
Application Date: 07/17/2019	Workclass: Alteration	Issue Date: 07/17/2019	Project:	Parcel: 9652-78-5540-00	Sanford, NC 27330
Zone: R-20 R-20	Sq Ft: 0	Valuation: \$18,125.00	Expiration: 02/02/2020	Last Inspection: 08/06/2019	Finalized Date:
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 #: 02392	Progress Energy: No	Central Electric (EMC): No	Power Co.: DUKE	Number of Sub-panels: 1	FEMA Map Number: N/A
Standalone Electrical Permit: No	Acres: 1.48825			Flood Zone: N/A	Historic District: N/A
Watershed: CAPE FEAR / LEE COUNTY					
Subdivision: CLEARWATER FOREST					
Description: 1 SUBPANEL AND OUTLETS INSTALL FOR INTERIOR RENOVATION REPLACEMENT OF FLOOR JOIST AND SUB-FLOOR					
ELER-002513-2019	Status: Complete	Type: Electrical (Residential)	District: Sanford	Main Address:	105 E Chisholm St
Application Date: 07/17/2019	Workclass: Service Change	Issue Date: 07/17/2019	Project:	Parcel: 9643-61-1740-00	Sanford, NC 27330
Zone: R-12 R-12 Residential Mixed	Sq Ft: 0	Valuation: \$0.00	Expiration: 01/14/2020	Last Inspection: 07/18/2019	Finalized Date: 07/18/2019
Additional Info:	Service Change Out: Up to 100 Amps:	Yes	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No	Assigned To:
Duke Energy: Yes	Central Electric (EMC): No	Acres: 0.143384		Power Co.: DUKE	Standalone Electrical Permit: Yes
Progress Energy: No					Historic District: HAWKINS
Subdivision: WEATHERSPOON ADDITION					
Description: 100 AMP SERVICE CHANGE					
ELER-002514-2019	Status: Complete	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address:	61 Bell Dr
Application Date: 07/17/2019	Workclass: Miscellaneous	Issue Date: 07/17/2019	Project:	Parcel: 9633-08-5309-00	Sanford, NC 27330
Zone: RR RR	Sq Ft: 0	Valuation: \$0.00	Expiration: 01/26/2020	Last Inspection: 07/30/2019	Finalized Date: 07/30/2019
Additional Info:	Service Change Out: Up to 100 Amps:	No	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No	Assigned To:
Duke Energy: Yes	Central Electric (EMC): No	No	Watershed: DEEP RIVER / LEE COUNTY	Acres: 1.01181	Standalone Electrical Permit: Yes
Progress Energy: No					Power Co.: DUKE
Subdivision:					
Description: WIRING OF GENERATOR INSTALL					
ELER-002517-2019	Status: Issued	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address:	832 Cox Maddox Rd
Application Date: 07/18/2019	Workclass: New Construction	Issue Date: 07/18/2019	Project:	Parcel: 9661-94-0139-00	Sanford, NC 27332
Zone: RA RA Residential Agricultural	Sq Ft: 3,719	Valuation: \$240,000.00	Expiration: 01/15/2020	Last Inspection: 07/19/2019	Finalized Date:
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 #: 01461	Progress Energy: No	Central Electric (EMC): No	No	Total Amperage: 200	Acres: 1.16
Standalone Electrical Permit: No	Subdivision: THOMAS, MILDRED C				
Power Co.: DUKE					
Description: WIRING OF NEW SFD (200 AMPS)					

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

ELER-002521-2019	Status: Issued	Application Date: 07/18/2019	Zone: RA RA Residential Agricultural	Additional Info:	Building Permit #: BRES-000240-2018	Duke Energy: No	Progress Energy: No	Acres: 11.49	Description: WIRING OF 200AMP NEW SFD	Flood Zone: AE	Subdivision:	District: Lee County (Unincorporated)	Project:	Expiration: 01/25/2020	Valuation: \$0.00	Main Address:	Parcel: 9528-62-7510-00	Last Inspection: 07/29/2019	Assigned To:	283 Ravens Nest Ln Cameron, NC 28326
Standalone Electrical Permit: No																				
ELER-002527-2019	Status: Complete	Application Date: 07/19/2019	Zone: R-12 R-12 Residential Mixed	Additional Info:	Duke Energy: No	Progress Energy: No	Subdivision: MCIVER, D N	Description: POWER RESTORATION				District: Sanford	Project:	Expiration: 01/19/2020	Valuation: \$0.00	Main Address:	Parcel: 9643-63-9677-00	Last Inspection: 07/23/2019	Assigned To:	170 Hill Ave Sanford, NC 27330
Standalone Electrical Permit: No																				
ELER-002530-2019	Status: Issued	Application Date: 07/19/2019	Zone: R-12 R-12 Residential Mixed	Additional Info:	Building Permit #: 01269	Duke Energy: Yes	Progress Energy: No	Power Co.: DUKE	Description: WIRING OF NEW SFD (200 AMPS)- LOT 158			District: Sanford	Project:	Expiration: 01/15/2020	Valuation: \$195,000.00	Main Address:	Parcel: 9643-36-2001-00	Last Inspection:	Assigned To:	2080 Pathway Dr Sanford, NC 27330
Standalone Electrical Permit: No																				
ELER-002531-2019	Status: Issued	Application Date: 07/19/2019	Zone: RA RA Residential Agricultural	Additional Info:	Building Permit #: BRES-002472-2019	Duke Energy: No	Progress Energy: No	Power Co.: DUKE	Description: WIRING OF NEW SFD (200 AMPS)- LOT 158			District: Lee County (Unincorporated)	Project:	Expiration: 01/15/2020	Valuation: \$0.00	Main Address:	Parcel: 9611-42-2053-00	Last Inspection:	Assigned To:	1521 Blackstone Rd Sanford, NC 27330
Standalone Electrical Permit: No																				
ELER-002532-2019	Status: Issued	Application Date: 07/19/2019	Zone: RA RA Residential Agricultural	Additional Info:	Building Permit #: BRES-002472-2019	Duke Energy: No	Progress Energy: No	Power Co.: DUKE	Description: WIRING OF NEW SFD (200 AMPS)- LOT 158			District: Lee County (Unincorporated)	Project:	Expiration: 01/15/2020	Valuation: \$0.00	Main Address:	Parcel: 9611-42-2053-00	Last Inspection:	Assigned To:	1521 Blackstone Rd Sanford, NC 27330
Standalone Electrical Permit: No																				

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Description: SET UP OF EXISTING SINGLEWIDE MANUFACTURED HOME

ELER-002533-2019		ELER-002535-2019	
Status: Complete	Type: Electrical (Residential)	Status: Issued	Type: Electrical (Residential)
Application Date: 07/19/2019	Workclass: Miscellaneous	Application Date: 07/19/2019	Workclass: Miscellaneous
Zone: R-20 R-20	Issue Date: 07/19/2019	Zone: R-12 R-12 Residential Mixed	Issue Date: 07/19/2019
Additional Info:	Sq Ft: 0	Additional Info:	Sq Ft: 0
Duke Energy: Yes	Service Change Out: Up to 100 Amps:	Duke Energy: No	Service Change Out: Up to 100 Amps:
	No		No
	Central Electric (EMC): No		Central Electric (EMC): No
	Acres: 0.637361		Acres: 0.637361
	Power Co.: DUKE		Power Co.: DUKE
	Standalone Electrical Permit: Yes		Standalone Electrical Permit: Yes
	Subdivision: WESTWINDS		Subdivision: WESTWINDS
Description: INSTALLING 30 AMP OUTLET BOX, GENERATOR INTERLOCKING DEVICE AND BREAKER FOR GENERAOR.		Description: OUTLET/FIXTURE FOR INTERIOR RENOVATIONS TO EXISTING SFD; NO PROPOSED ADDITIONAL GFA TO BE CONSTRUCTED. FLOORING REPLACEMENT, NEW PLUMBING AND ELECTRICAL WORK TO BE COMPLETED WITHIN EXISTING SFD.	
ELER-002539-2019		ELER-002538-2019	
Status: Issued	Type: Electrical (Residential)	Status: Issued	Type: Electrical (Residential)
Application Date: 07/19/2019	Workclass: Pool	Application Date: 07/19/2019	Workclass: Pool
Zone: R-6 R-6	Issue Date: 07/19/2019	Zone: R-6 R-6	Issue Date: 07/19/2019
Additional Info:	Sq Ft: 0	Additional Info:	Sq Ft: 0
Building Permit #: POOL-002538-2019	Duke Energy: No	Building Permit #: POOL-002538-2019	Duke Energy: No
Standalone Electrical Permit: No	Progress Energy: No	Standalone Electrical Permit: No	Progress Energy: No
Subdivision:		Subdivision:	
Description: POOL PERMIT		Description: POOL PERMIT	
ELER-002543-2019		ELER-002544-2019	
Status: Issued	Type: Electrical (Residential)	Status: Issued	Type: Electrical (Residential)
Application Date: 07/22/2019	Workclass: New Construction	Application Date: 07/22/2019	Workclass: New Construction
Zone: CZ CZ	Issue Date: 07/22/2019	Zone: CZ CZ	Issue Date: 07/22/2019
Additional Info:	Sq Ft: 3,326	Additional Info:	Sq Ft: 3,326
Building Permit #: BRES-001445-2019	Duke Energy: No	Building Permit #: BRES-001445-2019	Duke Energy: No
Standalone Electrical Permit: No	Progress Energy: No	Standalone Electrical Permit: No	Progress Energy: No
Power Co.: DUKE	Subdivision: ROSEMONT	Power Co.: DUKE	Subdivision: ROSEMONT
Description: WIRING OF NEW SFD		Description: WIRING OF NEW SFD	

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

ELER-002564-2019									
Status: Issued	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address: 260 River Falls Rd						
Application Date: 07/23/2019	Workclass: New Construction	Project: 9650-30-4720-00	Sanford, NC 27332						
Zone: RA RA Residential Agricultural	Issue Date: 07/23/2019	Expiration: 01/19/2020	Last Inspection:	Final Date:					
Additional Info: Sq Ft: 6,294		Valuation: \$180,000.00		Assigned To:					
Building Permit #: 02133	Duke Energy: No	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No						
Power Co.: CEMC	Progress Energy: No	Central Electric (EMC): Yes	Total Amperage: 400	Acres: 2.11367					
Subdivision: RIVER FALLS									
Description: WIRING OF NEW SFD (400 AMPS)									
<hr/>									
ELER-002570-2019									
Status: Issued	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address: 176 Greenwich Dr						
Application Date: 07/24/2019	Workclass: New Construction	Project: FRANKLIN CHASE	Parcel: 9622-91-3689-00	Sanford, NC 27330					
Zone: RA RA Residential Agricultural	Issue Date: 07/26/2019	Expiration: 01/22/2020	Last Inspection:	Final Date:					
Additional Info: Sq Ft: 2,315		Valuation: \$150,000.00		Assigned To:					
Building Permit #: 02278	Duke Energy: Yes	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No						
Subdivision: FRANKLIN CHASE	Progress Energy: No	Central Electric (EMC): No	Total Amperage: 200	Acres: 1.07034					
Description: WIRING OF NEW SFD (200 AMPS)									
<hr/>									
ELER-002574-2019									
Status: Complete	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address: 560 Old Wagon Ln						
Application Date: 07/24/2019	Workclass: Manufactured Home	Project: 9620-61-3890-00	Parcel: 9620-61-3890-00	Sanford, NC 27332					
Zone: RA RA Residential Agricultural	Issue Date: 07/24/2019	Expiration: 01/28/2020	Last Inspection: 08/01/2019	Final Date: 08/01/2019					
Additional Info: Sq Ft: 0		Valuation: \$0.00		Assigned To:					
Building Permit #: 02497	Duke Energy: No	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: Manufactured Home Subclass: Single-Wide						
Power Co.: CEMC	Subdivision: Standalone Electrical Permit: No	Progress Energy: No	Central Electric (EMC): Yes	Acres: 69.4482					
Description: WIRING SINGLE WIDE HOME									
<hr/>									
ELER-002575-2019									
Status: Issued	Type: Electrical (Residential)	District: Lee County (Unincorporated)	Main Address: 23 Joels Ln						
Application Date: 07/24/2019	Workclass: Manufactured Home	Project: 9610-95-7129-00	Parcel: 9610-95-7129-00	Sanford, NC 27330					
Zone: RA RA Residential Agricultural	Issue Date: 07/24/2019	Expiration: 01/25/2020	Last Inspection: 07/29/2019	Final Date:					
Additional Info: Sq Ft: 0		Valuation: \$0.00		Assigned To:					
Building Permit #: 02128	Duke Energy: No	Service Change Out: Up to 100 Amps: No	Service Change Out: 125 to 200 Amps: Manufactured Home Subclass: Double-Wide						
Power Co.: CEMC	Subdivision: Standalone Electrical Permit: No	Progress Energy: No	Central Electric (EMC): Yes	Acres: 2.03					
Description: WIRING 2018 28X76' DOUBLE-WIDE MH SET UP									

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

ELER-002578-2019	Status: Issued	Type: Electrical (Residential)	District: Sanford	Main Address:	110 Timney Inn Rd
Application Date: 07/24/2019	Workclass: New Construction	Project: OLDE JONESBORO	Parcel: 9651-54-4009-00	Sanford, NC 27330	
Zone: R-20 R-20	Issue Date: 07/24/2019	Expiration: 01/20/2020	Last Inspection:	Finalized Date:	
Additional Info:	Sq Ft: 2,144	Valuation: \$140,000.00		Assigned To:	
Building Permit #: 01762	Duke Energy: Yes	Service Change Out: Up to 100 Amps:	No	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No
Standardone Electrical Permit: No	Progress Energy: No	Central Electric (EMC): No	No	Total Amperage: 200	Acres: 32.3324
Power Co.: DUKE	Flood Zone: AE	Subdivision:			
Description: WIRING OF NEW SFD (200 AMPS)					
ELER-002579-2019	Status: Issued	Type: Electrical (Residential)	District: Sanford	Main Address:	108 Timney Inn Rd
Application Date: 07/24/2019	Workclass: New Construction	Project: OLDE JONESBORO	Parcel: 9651-54-4009-00	Sanford, NC 27330	
Zone: R-20 R-20	Issue Date: 07/24/2019	Expiration: 01/20/2020	Last Inspection:	Finalized Date:	
Additional Info:	Sq Ft: 2,363	Valuation: \$165,000.00		Assigned To:	
Building Permit #: 01763	Duke Energy: Yes	Service Change Out: Up to 100 Amps:	No	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No
Standardone Electrical Permit: No	Progress Energy: No	Central Electric (EMC): No	No	Total Amperage: 200	Acres: 32.3324
Power Co.: DUKE	Flood Zone: AE	Subdivision:			
Description: WIRING NEW SFD (200 AMPS)					
ELER-002580-2019	Status: Issued	Type: Electrical (Residential)	District: Sanford	Main Address:	107 Timney Inn Rd
Application Date: 07/24/2019	Workclass: New Construction	Project: OLDE JONESBORO	Parcel: 9651-54-4009-00	Sanford, NC 27330	
Zone: R-20 R-20	Issue Date: 07/24/2019	Expiration: 01/20/2020	Last Inspection:	Finalized Date:	
Additional Info:	Sq Ft: 2,096	Valuation: \$130,000.00		Assigned To:	
Building Permit #: 01766	Duke Energy: Yes	Service Change Out: Up to 100 Amps:	No	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No
Standardone Electrical Permit: No	Progress Energy: No	Central Electric (EMC): No	No	Total Amperage: 200	Acres: 32.3324
Power Co.: DUKE	Flood Zone: AE	Subdivision:			
Description: WIRING NEW SFD (200 AMPS)					
ELER-002581-2019	Status: Issued	Type: Electrical (Residential)	District: Sanford	Main Address:	109 Timney Inn Rd
Application Date: 07/24/2019	Workclass: New Construction	Project: OLDE JONESBORO	Parcel: 9651-54-4009-00	Sanford, NC 27330	
Zone: R-20 R-20	Issue Date: 07/24/2019	Expiration: 01/20/2020	Last Inspection:	Finalized Date:	
Additional Info:	Sq Ft: 2,280	Valuation: \$135,000.00		Assigned To:	
Building Permit #: 01767	Duke Energy: Yes	Service Change Out: Up to 100 Amps:	No	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No
Standardone Electrical Permit: No	Progress Energy: No	Central Electric (EMC): No	No	Total Amperage: 200	Acres: 32.3324
Power Co.: DUKE	Flood Zone: AE	Subdivision:			
Description: WIRING NEW SFD (200 AMPS)					

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

ELER-002552-2019 Status: Issued Application Date: 07/24/2019 Zone: R-12 R-12 Residential Mixed Additional Info: Building Permit #: 01761 Standalone Electrical Permit: No Power Co.: DUKE Description: WIRING NEW SFD (200 AMPS)	Type: Electrical (Residential) Workclass: New Construction Issue Date: 07/24/2019 Sq Ft: 2,133 Duke Energy: Yes Progress Energy: No Flood Zone: AE	District: Sanford Project: OLDE JONESBORO Expiration: 01/20/2020 Valuation: \$135,000.00 Service Change Out: Up to 100 Amps: No Central Electric (EMC): No Subdivision:	Main Address: Parcel: 9651-54-4009-00 Last Inspection: Assigned To:	111 Tinney Inn Rd Sanford, NC 27330 Finaled Date: Assigned To:
ELER-002563-2019 Status: Issued Application Date: 07/24/2019 Zone: L1 Light Industrial Additional Info: Building Permit #: 01764 Standalone Electrical Permit: No Power Co.: DUKE Description: WIRING NEW SFD (200 AMPS)	Type: Electrical (Residential) Workclass: New Construction Issue Date: 07/24/2019 Sq Ft: 2,080 Duke Energy: Yes Progress Energy: No Flood Zone: AE	District: Sanford Project: OLDE JONESBORO Expiration: 01/20/2020 Valuation: \$130,000.00 Service Change Out: Up to 100 Amps: No Central Electric (EMC): No Subdivision:	Main Address: Parcel: 9651-54-4009-00 Last Inspection:	106 Tinney Inn Rd Sanford, NC 27330 Finaled Date: Assigned To:
ELER-002559-2019 Status: Issued Application Date: 07/25/2019 Zone: Additional Info: Duke Energy: Yes	Type: Electrical (Residential) Workclass: Alteration Issue Date: 07/25/2019 Sq Ft: 0 Service Change Out: Up to 100 Amps: No Progress Energy: No Central Electric (EMC): No	District: Sanford Project: Expiration: 01/22/2020 Valuation: \$0.00 Service Change Out: 125 to 200 Amps: Number of Room Additions: 1 No Central Electric (EMC): No	Main Address: Parcel: Last Inspection: 07/26/2019	414 San-Lee Dr Sanford, NC 27330 Finaled Date: Assigned To:
ELER-002593-2019 Status: Issued Application Date: 07/25/2019 Zone: Additional Info: Duke Energy: No Progress Energy: No Description: WIRING OF HP	Type: Electrical (Residential) Workclass: Mechanical Change Outs Issue Date: 07/25/2019 Sq Ft: 0 Service Change Out: Up to 100 Amps: No Central Electric (EMC): No	District: Sanford Project: Expiration: 01/21/2020 Valuation: \$0.00 Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No No	Main Address: Parcel: Last Inspection:	2704 Millstone Ct Sanford, NC 27330 Finaled Date: Assigned To:
ELER-002596-2019 Status: Complete Application Date: 07/26/2019 Zone: Additional Info:	Type: Electrical (Residential) Workclass: Service Change Issue Date: 07/26/2019 Sq Ft: 0	District: Lee County (Unincorporated) Project: Expiration: 01/22/2020 Valuation: \$0.00	Main Address: Parcel: Last Inspection: 07/26/2019	2788 Deep River Rd Sanford, NC 27330 Finaled Date: 07/26/2019 Assigned To:

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Duke Energy: No Service Change Out: Up to 100 Amps: Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No Standalone Electrical Permit: Yes
Progress Energy: No No Central Electric (EMC): No Yes

Description: 200 AMP SERVICE CHANGE

ELER-002599-2019
Status: Issued
Application Date: 07/26/2019
Zone: R-20 R-20
Additional Info:
Building Permit #: BRES-002377-2019
Duke Energy: No
Standalone Electrical Permit: No
Power Co.: DUKE
Description: NEW SFD

Type: Electrical (Residential)
Workclass: New Construction
Issue Date: 07/26/2019
Sq Ft: 4,461
District: Broadway
Project: WATSON, E C
Expiration: 01/22/2020
Valuation: \$290,000.00
Main Address: 109 W Lake Dr
Broadway, NC 27505
Finaled Date:
Assigned To:

Service Change Out: Up to 100 Amps: Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
No
Central Electric (EMC): No
Total Amperage: 200
Acres: 0.717774

ELER-002603-2019
Status: Issued
Application Date: 07/26/2019
Zone:
Additional Info:
Duke Energy: No
Progress Energy: No
Description: POWER RESTORATION

Type: Electrical (Residential)
Workclass: Power Restoration
Issue Date: 07/26/2019
Sq Ft: 0
District: Sanford
Project:
Expiration: 02/02/2020
Valuation: \$0.00
Main Address: 719 W Courtland Dr
Sanford, NC 27330
Finaled Date:
Assigned To:

Service Change Out: Up to 100 Amps: Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
No
Central Electric (EMC): No

ELER-002605-2019
Status: Issued
Application Date: 07/26/2019
Zone: R-20 R-20
Additional Info:
Building Permit #: BRES-001256-2019
Duke Energy: No
Standalone Electrical Permit: No
Power Co.: DUKE
Description: WIRING OF NEW SFD

Type: Electrical (Residential)
Workclass: New Construction
Issue Date: 07/26/2019
Sq Ft: 3,679
District: Sanford
Project:
Expiration: 01/22/2020
Valuation: \$300,000.00
Main Address: 612 Valley Rd
Sanford, NC 27330
Finaled Date:
Assigned To:

Service Change Out: Up to 100 Amps: Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
No
Central Electric (EMC): No
Total Amperage: 200
Acres: 5.10567

ELER-002618-2019
Status: Issued
Application Date: 07/29/2019
Zone:
Additional Info:
Duke Energy: Yes
Progress Energy: No
Description: OUTLET INSTALL

Type: Electrical (Residential)
Workclass: Miscellaneous
Issue Date: 07/29/2019
Sq Ft: 0
District: Lee County (Unincorporated)
Project:
Expiration: 01/25/2020
Valuation: \$0.00
Main Address: 761 Turnbury Ct
Sanford, NC 27332
Finaled Date:
Assigned To:

Service Change Out: Up to 100 Amps: Service Change Out: 125 to 200 Amps: Electrical - Fire Alarm: No
No
Central Electric (EMC): No

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

ELER-002624-2019	Type: Electrical (Residential)	District: Sanford	Main Address:	1608 Briarcliffe Dr Sanford, NC 27330 Final Date: 07/30/2019 Assigned To:
Status: Complete	Workclass: Miscellaneous	Project:	Parcel:	
Application Date: 07/30/2019	Issue Date: 07/30/2019	Expiration: 01/23/2020	Last Inspection: 07/27/2019	
Zone:	Sq Ft: 0	Valuation: \$0.00		
Additional Info:				
Duke Energy: No	Service Change Out: Up to 100 Amps:	Service Change Out: 125 to 200 Amps:	Electrical - Fire Alarm: No	Standalone Electrical Permit: Yes
Progress Energy: No	Central Electric (EMC): No			
Description: WEATHERHEAD REPAIR				
PARCEL #: 9633-63-9150-00				
ELER-002645-2019	Type: Electrical (Residential)	District: Sanford	Main Address:	117 Westchase Run Sanford, NC Final Date: Assigned To:
Status: Issued	Workclass: New Construction	Project:	Parcel: 9632-15-7127-00	
Application Date: 07/31/2019	Issue Date: 07/31/2019	Expiration: 01/27/2020	Last Inspection:	
Zone: R-20 R-20	Sq Ft: 5,299	Valuation: \$484,350.00		
Additional Info:				
Building Permit #: BRES-001302-2019	Duke Energy: No	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	Central Electric (EMC): No	Total Amperage: 400	Acres: 0.861736
Power Co.: DUKE	Subdivision: CHANCELLOR'S RIDGE			
Description: WIRING OF NEW SFD				
PERMITS ISSUED FOR ELECTRICAL (RESIDENTIAL): 68				
FIRE				
FIRE-002357-2019	Type: Fire	District: Sanford	Main Address:	2624 Hawkins Ave Sanford, NC 27330 Final Date: 07/16/2019 Assigned To:
Status: Complete	Workclass: Fire Operational	Project:	Parcel: 9644-64-0633-00	
Application Date: 07/01/2019	Issue Date: 07/01/2019	Expiration: 12/28/2019	Last Inspection: 07/01/2019	
Zone: C-2 C-2 General Commercial	Sq Ft: 0	Valuation: \$0.00		
Additional Info:				
New Construction: No	Re-Test: No	Reactivation: No	Renovations: No	Standby Personnel Needed: No
Number of Temporary Membrane Structures: 1	Subdivision:	Acres: 4.95633	Power Co.: CEMC	
Description: 40'X100' TENT FOR HEISTER CHRYSLER DODGE				
FIRE-002444-2019	Type: Fire	District: Sanford	Main Address:	2018 Boone Trail Rd Sanford, NC 27330 Final Date: Assigned To:
Status: Issued	Workclass: Fire Alarm	Project:	Parcel: 9634-35-9580-00	
Application Date: 07/12/2019	Issue Date: 07/12/2019	Expiration: 01/08/2020	Last Inspection:	
Zone: LI LI Light Industrial	Sq Ft: 146,519	Valuation: \$0.00		
Additional Info:				
New Construction: No	Re-Test: No	Reactivation: No	Renovations: No	Standby Personnel Needed: No
Subdivision:	Acres: 12.3239	Power Co.: DUKE		
Description: FIRE ALARM SYSTEM PERMIT FOR CATERPILLAR (146,519 SQ. FT)				

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

FIRE-002458-2019	Type: Fire	District: Sanford	Main Address:	2507 S Horner Blvd, 100
Status: Issued	Workclass: Fire Suppression	Project:	Parcel: 9652-72-3231-00	Sanford, NC 27330
Application Date: 07/15/2019	Issue Date: 07/15/2019	Expiration: 01/11/2020	Last Inspection:	Final Date:
Zone: C-2 General Commercial	Sq Ft: 22,075	Valuation: \$1,300,000.00		Assigned To:
Additional Info:				
New Construction: No	Re-Test: No	Reactivation: No	Renovations: Yes	Standby Personnel Needed: No
Number of Sprinkler Systems: 1	Flood Zone: N/A	Historic District: N/A	Subdivision: N/A	Watershed: N/A
Acres: 8.23037	Power Co.: DUKE			
Description: SPRINKLER PERMIT FOR PLANET FITNESS AT SANFORD COMMONS, INTERIOR UPFIT LOCATED AT 2507 HORNER BLVD.				

PERMITS ISSUED FOR FIRE: 3

MECHANICAL

MECH-002338-2019	Type: Mechanical	District: Sanford	Main Address:	132 Rosemont Ln
Status: Issued	Workclass: Residential	Project:	Parcel: 9642-18-9915-00	Sanford, NC 27330
Application Date: 06/28/2019	Issue Date: 07/12/2019	Expiration: 02/03/2020	Last Inspection: 08/07/2019	Final Date:
Zone: C2 CZ	Sq Ft: 3,326	Valuation: \$370,000.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: Yes	Building Permit #: 01445	Residential Ductwork Additions: No	Number of Gas Logs/Fireplace Units: 1
Commercial Ductwork Additions: No	Acres: 0.26	Power Co.: DUKE	Subdivision: ROSEMONT	
Description: 42" GAS FIREPLACE INSTALL FOR NEW SFD				

MECH-002346-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	113 Eaker Dr
Status: Issued	Workclass: Residential	Project: KENWOOD	Parcel: 9547-11-7390-00	Sanford, NC 27330
Application Date: 06/28/2019	Issue Date: 07/12/2019	Expiration: 01/08/2020	Last Inspection:	Final Date:
Zone: RA RA Residential Agricultural	Sq Ft: 2,992	Valuation: \$143,940.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: Yes	Building Permit #: 02067	Residential Ductwork Additions: No	Number of Gas Logs/Fireplace Units: 1
Commercial Ductwork Additions: No	Watershed: LITTLE RIVER / LEE COUNTY	Acres: 1.34028	Power Co.: CEMC	Subdivision: KENWOOD
Description: 32" GAS FIREPLACE INSTALL FOR NEW SFD				

MECH-002347-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	116 Eaker Dr
Status: Issued	Workclass: Residential	Project:	Parcel: 9547-21-3330-00	Sanford, NC 27330
Application Date: 06/28/2019	Issue Date: 07/12/2019	Expiration: 01/08/2020	Last Inspection:	Final Date:
Zone: RA RA Residential Agricultural	Sq Ft: 3,247	Valuation: \$147,540.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: Yes	Building Permit #: 02066	Residential Ductwork Additions: No	Number of Gas Logs/Fireplace Units: 1
Commercial Ductwork Additions: No	Watershed: LITTLE RIVER / LEE COUNTY	Acres: 1.48961	Power Co.: CEMC	Subdivision: KENWOOD
Description: 32" GAS FIREPLACE INSTALL FOR NEW SFD				

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

MECH-002355-2019	Status: Issued	Type: Mechanical	District: Sanford	Main Address:	105 W Main St
Application Date: 07/01/2019	Workclass: Non-Residential	Project:	Parcel: 9652-51-0395-00	Sanford, NC 27332	
Zone: CBD CBD Central Business	Issue Date: 07/01/2019	Expiration: 12/28/2019	Last Inspection:	Final Date:	Assigned To:
Sq Ft: 0	Valuation: \$0.00				
Additional Info:	Chiller Tons: 4				
Is this a standalone Mechanical Permit?: Yes	New Construction: No	Residential Ductwork Additions: No	Gas Heating Unit BTUs: 100000		
Gas Piping/Pressure Test Units: 1	Commercial Ductwork Additions: No	Acres: 0.0892624	Power Co.: DUKE	Subdivision:	
Description: 4 TON A/C UNIT, (1) GAS HTG UNIT 100,000 BTUS & GAS PIPING INSTALL					

MECH-002359-2019	Status: Issued	Type: Mechanical	District: Sanford	Main Address:	2507 S Horner Blvd
Application Date: 07/01/2019	Workclass: Non-Residential	Project:	Parcel: 9652-72-3231-00	Sanford, NC 27330	
Zone: C-2 C-2 General Commercial	Issue Date: 07/01/2019	Expiration: 12/28/2019	Last Inspection:	Final Date:	Assigned To:
Sq Ft: 0	Valuation: \$0.00				
Additional Info:	Building Permit #: 01839				
Is this a standalone Mechanical Permit?: No	New Construction: Yes	Commercial Ductwork Additions: Yes	Gas Pack Tons: 82	Residential Ductwork Additions: No	
Gas Heating Units w/ A/C Unit BTUs: 8	Commercial Ductwork Additions: Yes	Historic District: N/A	Subdivision:	Watershed: N/A	
1.26e+006	Power Co.: DUKE	Flood Zone: N/A			
Acres: 8.23037					
Description: GAS PACK (82 TONS), GAS HTG UNIT W/ AC (1,260,000 BTUS), 8 GAS PIPING UNITS & DUCT INSTALL					

MECH-002360-2019	Status: Issued	Type: Mechanical	District: Sanford	Main Address:	5112 Laurel Ridge Dr
Application Date: 07/01/2019	Workclass: Residential	Project:	Parcel: 9650-77-8311-00	Sanford, NC 27332	
Zone: R-10 R-10 Residential Mixed	Issue Date: 07/01/2019	Expiration: 01/15/2020	Last Inspection: 07/19/2019	Final Date:	Assigned To:
Sq Ft: 0	Valuation: \$0.00				
Additional Info:	Residential Ductwork Additions: No	Number of Heat Pump Units: 1	Commercial Ductwork Additions: No		
Is this a standalone Mechanical Permit?: Yes	New Construction: No				
Acres: 0.297275	Power Co.: DUKE	Subdivision: WOODBRIDGE MEADOWS			
Description: HP					

MECH-002361-2019	Status: Issued	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	832 Cox Maddox Rd
Application Date: 07/01/2019	Workclass: Residential	Project:	Parcel: 9661-94-0139-00	Sanford, NC 27332	
Zone: RA RA Residential Agricultural	Issue Date: 07/01/2019	Expiration: 01/20/2020	Last Inspection: 07/24/2019	Final Date:	Assigned To:
Sq Ft: 3,719	Valuation: \$240,000.00				
Additional Info:	Building Permit #: 01461				
Is this a standalone Mechanical Permit?: No	New Construction: Yes	Residential Ductwork Additions: No	Number of Gas Piping/Pressure Test Units: 1	Subdivision: THOMAS, MILDRED C	
Number of Heat Pump Units: 1	Commercial Ductwork Additions: No	Acres: 1.16	Power Co.: DUKE		
Description: 3 TON 14 SEER HEATPUMP & GAS PIPING TO FIREPLACE INSTALL FOR NEW SFD					

MECH-002362-2019	Status: Issued	Type: Mechanical	District: Sanford	Main Address:	1909 Pendergrass Rd
Application Date: 07/01/2019	Workclass: Non-Residential	Project:	Parcel: 9631-55-4981-00	Sanford, NC 27330	
Zone: C-2 C-2 General Commercial	Issue Date: 07/02/2019	Expiration: 12/29/2019	Last Inspection:	Final Date:	Assigned To:
Sq Ft: 0	Valuation: \$0.00				
Additional Info:					

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Is this a standalone Mechanical Permit?: No	New Construction: Yes	Building Permit #: 1962	Gas Pack Tons: 34	Residential Ductwork Additions: No
Commercial Ductwork Additions: No	Acres: 1.9495	Power Co.: DUKE	Subdivision:	
Description: (STAND ALONE PERMIT) 3 ROOFTOP HVAC UNITS (34 TONS) & 4 EXHAUST FANS ON ROOFTOP INSTALL				
MECH-002374-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	6051 Homestead Cove
Status: Issued	Workclass: Residential	Project:	Parcel: 9661-91-6466-00	Sanford, NC 27332
Application Date: 07/02/2019	Issue Date: 07/02/2019	Expiration: 12/29/2019	Last Inspection:	Final Date:
Zone: RR RR	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: Yes	New Construction: No	Residential Ductwork Additions: No	Number of Heat Pump Units: 1	Commercial Ductwork Additions: No
Acres: 0.500609		Subdivision: CAROLINA TRACE		
Description: HP	Power Co.: DUKE			
MECH-002375-2019	Type: Mechanical	District: Sanford	Main Address:	3110 S Homer Blvd
Status: Issued	Workclass: Non-Residential	Project:	Parcel: 9651-98-9469-00	Sanford, NC 27330
Application Date: 07/02/2019	Issue Date: 07/02/2019	Expiration: 02/02/2020	Last Inspection: 08/06/2019	Final Date:
Zone: C-2 C-2 General Commercial	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: Yes	Building Permit #: 01621	Gas Pack Tons: 5	Residential Ductwork Additions: No
Commercial Ductwork Additions: No		Historic District: N/A	Watershed: N/A	
Power Co.: CEMC	FEMA Map Number: N/A	Subdivision:		Acres: 2.62
Description: 5 TON ROOFTOP GAS PACK INSTALL				
MECH-002376-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	1336 Michigan Blvd
Status: Complete	Workclass: Residential	Project:	Parcel: 9670-15-1373-00	Sanford, NC 27332
Application Date: 07/02/2019	Issue Date: 07/02/2019	Expiration: 01/13/2020	Last Inspection: 07/17/2019	Final Date: 07/17/2019
Zone: RR RR	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: Yes	New Construction: No	Number of Changeout Units: 2	Residential Ductwork Additions: No	Commercial Ductwork Additions: No
Acres: 0.187156		Subdivision: CAROLINA TRACE		
Description: AIR HANDLER & CONDENSER INSTALL	Power Co.: DUKE			
MECH-002378-2019	Type: Mechanical	District: Sanford	Main Address:	219 Maple Ave
Status: Complete	Workclass: Non-Residential	Project:	Parcel: 9642-89-8718-00	Sanford, NC 27330
Application Date: 07/02/2019	Issue Date: 07/02/2019	Expiration: 01/26/2020	Last Inspection: 07/30/2019	Final Date: 07/30/2019
Zone: LI LI Light Industrial	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: Yes	Building Permit #: 01562	Residential Ductwork Additions: No	Commercial Ductwork Additions: Yes
Historic District: EAST SANFORD	Acres: 1.21	Power Co.: DUKE	Subdivision:	
Description: DUCTWORK ADDITIONS (BATH FAN & DRYER FAN VENTING)				

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

MECH-002381-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	7038 Pine Rd
Status: Complete	Workclass: Residential	Project:	Parcel: 9660-70-3301-00	Sanford, NC 27332
Application Date: 07/03/2019	Issue Date: 07/03/2019	Expiration: 01/28/2020	Last Inspection: 08/01/2019	Finalized Date: 08/01/2019
Zone: R-12 RR	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: Yes	New Construction: No	Residential Ductwork Additions: No	Number of Heat Pump Units: 1	Commercial Ductwork Additions: No
Acres: 0.35339				
Description: HP	Power Co.: DUKE	Flood Zone: AE	Subdivision: CAROLINA TRACE	

MECH-002386-2019	Type: Mechanical	District: Sanford	Main Address:	10 Bratton Ct
Status: Issued	Workclass: Residential	Project:	Parcel: 9642-31-4014-00	Sanford, NC 27330
Application Date: 07/03/2019	Issue Date: 07/03/2019	Expiration: 01/22/2020	Last Inspection: 07/26/2019	Finalized Date:
Zone: R-12 R-12 Residential Mixed	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Number of Gas Heating Unit w/ A/C Units: 1	Commercial Ductwork Additions: No	Acres: 0.284566	Power Co.: DUKE	Subdivision: CARTHAGE COLONIES
Is this a standalone Mechanical Permit?: Yes	New Construction: No	Residential Ductwork Additions: No		
Description: GAS HEATING UNIT WITH A/C				

MECH-002388-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	379 Cletus Hall Rd
Status: Complete	Workclass: Residential	Project:	Parcel: 9676-51-0721-00	Sanford, NC 27330
Application Date: 07/03/2019	Issue Date: 07/03/2019	Expiration: 01/11/2020	Last Inspection: 07/15/2019	Finalized Date: 07/15/2019
Zone: RA RA Residential Agricultural	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: BRES-002129	Residential Ductwork Additions: No	Number of Heat Pump Units: 1
Commercial Ductwork Additions: No		Acres: 13.9206	Power Co.: CEMC	Subdivision:
Description: HP				

MECH-002395-2019	Type: Mechanical	District: Sanford	Main Address:	412 Valley Rd
Status: Issued	Workclass: Residential	Project:	Parcel: 9633-67-8800-00	Sanford, NC 27330
Application Date: 07/05/2019	Issue Date: 07/05/2019	Expiration: 01/01/2020	Last Inspection:	Finalized Date:
Zone: R-20 R-20	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: Yes	New Construction: No	Residential Ductwork Additions: No	Number of Heat Pump Units: 1	Commercial Ductwork Additions: No
Acres: 0.917985				
Description: HP	Power Co.: DUKE	Subdivision: WESTLAKE VALLEY		

MECH-002399-2019	Type: Mechanical	District: Sanford	Main Address:	2118 Jasany St
Status: Complete	Workclass: Residential	Project:	Parcel: 9633-25-4053-00	Sanford, NC 27330
Application Date: 07/08/2019	Issue Date: 07/08/2019	Expiration: 01/12/2020	Last Inspection: 07/16/2019	Finalized Date: 07/16/2019
Zone: R-20 R-20	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Is this a standalone Mechanical Permit?: Yes Acres: 2.10589 Description: HEATPUMP INSTALL	New Construction: No Power Co.: DUKE	Residential Ductwork Additions: No Subdivision: WESTWINDS	Number of Heat Pump Units: 1	Commercial Ductwork Additions: No
MECH-002400-2019 Status: Complete Application Date: 07/08/2019 Zone: R-20 R-20 Additional Info: Is this a standalone Mechanical Permit?: Yes Acres: 0.404702 Description: GAS PACK INSTALL	Type: Mechanical Workclass: Residential Issue Date: 07/08/2019 Sq Ft: 0 New Construction: No Power Co.: DUKE	District: Sanford Project: Expiration: 01/07/2020 Valuation: \$0.00 Residential Ductwork Additions: No Subdivision: CONDER FARM	Main Address: Parcel: 9631-57-1602-00 Last Inspection: 07/11/2019 Number of Gas Pack Units: 1	4908 Palomino Dr Sanford, NC 27330 Finalized Date: 07/11/2019 Assigned To: Commercial Ductwork Additions: No
MECH-002405-2019 Status: Complete Application Date: 07/08/2019 Zone: LUL Light Industrial Additional Info: Is this a standalone Mechanical Permit?: Yes Acres: 5.01068 Description: 1 TON DUCTLESS SPLIT HEATPUMP INSTALL	Type: Mechanical Workclass: Non-Residential Issue Date: 07/08/2019 Sq Ft: 0 New Construction: No Power Co.: DUKE	District: Lee County (Unincorporated) Project: Expiration: 01/06/2020 Valuation: \$0.00 Residential Ductwork Additions: No Subdivision:	Main Address: Parcel: 9645-23-8921-00 Last Inspection: 07/10/2019 Heat Pump Tons: 1	3713 Hawkins Ave Sanford, NC 27330 Finalized Date: 07/10/2019 Assigned To: Commercial Ductwork Additions: No
MECH-002406-2019 Status: Complete Application Date: 07/08/2019 Zone: OI OI Additional Info: Is this a standalone Mechanical Permit?: Yes Historic District: HAWKINS Description: 10 TON GAS PACK INSTALL	Type: Mechanical Workclass: Non-Residential Issue Date: 07/08/2019 Sq Ft: 0 New Construction: No Acres: 0.713652	District: Sanford Project: Expiration: 01/06/2020 Valuation: \$0.00 Gas Pack Tons: 10 Power Co.: DUKE	Main Address: Parcel: 9643-60-7903-00 Last Inspection: 07/10/2019 Residential Ductwork Additions: No Subdivision:	203 Hawkins Ave Sanford, NC 27330 Finalized Date: 07/10/2019 Assigned To: Commercial Ductwork Additions: No
MECH-002421-2019 Status: Complete Application Date: 07/09/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: Yes Watershed: GULF-GOLDSTON / DEEP RIVER Description: 4 TON HEATPUMP INSTALL	Type: Mechanical Workclass: Residential Issue Date: 07/09/2019 Sq Ft: 0 New Construction: No Acres: 20.5497	District: Lee County (Unincorporated) Project: Expiration: 01/15/2020 Valuation: \$0.00 Residential Ductwork Additions: No Power Co.: DUKE	Main Address: Parcel: 8694-91-7934-00 Last Inspection: 07/19/2019 Number of Heat Pump Units: 1 Flood Zone: AE	109 Wooland Rd Sanford, NC 27330 Finalized Date: 07/19/2019 Assigned To: Commercial Ductwork Additions: No Subdivision:

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

MECH-002423-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	2035 Long Point Tr
Status: Issued	Workclass: Residential	Project:	Parcel: 9670-05-6213-00	Sanford, NC 27332
Application Date: 07/09/2019	Issue Date: 07/09/2019	Expiration: 02/02/2020	Last Inspection: 08/06/2019	Finalized Date:
Zone: RR RR	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: Yes	New Construction: No	Residential Ductwork Additions: No	Number of Heat Pump Units: 1	Commercial Ductwork Additions: No
Acres: 0.481479	Power Co.: DUKE	Flood Zone: AE	Subdivision: CAROLINA TRACE	
Description: 4 TON HEATPUMP & AH INSTALL				
MECH-002424-2019	Type: Mechanical	District: Sanford	Main Address:	102 Carriage St
Status: Issued	Workclass: Residential	Project:	Parcel:	Sanford, NC 27330
Application Date: 07/10/2019	Issue Date: 07/10/2019	Expiration: 01/11/2020	Last Inspection: 07/15/2019	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: Yes	New Construction: No	Residential Ductwork Additions: No	Number of Heat Pump Units: 1	Commercial Ductwork Additions: No
Description: HEATPUMP INSTALL				
MECH-002425-2019	Type: Mechanical	District: Sanford	Main Address:	1111 Wnterhooken Dr
Status: Complete	Workclass: Residential	Project:	Parcel: 9632-52-6586-00	Sanford, NC 27330
Application Date: 07/10/2019	Issue Date: 07/10/2019	Expiration: 01/15/2020	Last Inspection: 07/19/2019	Finalized Date: 07/19/2019
Zone: R-20 R-20	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: Yes	New Construction: No	Residential Ductwork Additions: No	Number of Heat Pump Units: 1	Commercial Ductwork Additions: No
Acres: 0.595602	Power Co.: DUKE	Subdivision: WEST LANDING		
Description: HEATPUMP INSTALL				
MECH-002426-2019	Type: Mechanical	District: Sanford	Main Address:	1501 Cranberry Ln
Status: Complete	Workclass: Residential	Project:	Parcel: 9633-43-2092-00	Sanford, NC 27330
Application Date: 07/10/2019	Issue Date: 07/10/2019	Expiration: 01/21/2020	Last Inspection: 07/25/2019	Finalized Date: 07/25/2019
Zone: R-20 R-20	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: Yes	New Construction: No	Residential Ductwork Additions: No	Number of Heat Pump Units: 1	Commercial Ductwork Additions: No
Acres: 0.74984	Power Co.: DUKE	Subdivision: WESTLAKE VALLEY		
Description: HEATPUMP INSTALL				
MECH-002430-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	112 Eaker Dr
Status: Issued	Workclass: Residential	Project:	Parcel: 9547-21-1051-00	Carreton, NC 28326
Application Date: 07/10/2019	Issue Date: 07/10/2019	Expiration: 02/03/2020	Last Inspection: 08/07/2019	Finalized Date:
Zone: RA RA Residential Agricultural	Sq Ft: 3,302	Valuation: \$143,700.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: Yes	Building Permit #: 01731	Residential Ductwork Additions: No	Number of Heat Pump Units: 1
Commercial Ductwork Additions: No	Watershed: LITTLE RIVER / LEE COUNTY	Acres: 1.17237	Power Co.: CEMC	Subdivision: KENWOOD

CMECH-002448-2019	Type: Mechanical	District: Sanford	Main Address:	2518 Dailymple St
Status: Issued	Workclass: Residential	Project:	Parcel: 9652-51-9470-00	Sanford, NC 27332
Application Date: 07/12/2019	Issue Date: 07/12/2019	Expiration: 01/12/2020	Last Inspection: 07/16/2019	Filed Date:
Zone: R-6	Sq Ft: 0	Valuation: \$15,000.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: 01857	Residential Ductwork Additions: No	Number of Heat Pump Units: 1
Commercial Ductwork Additions: No	Acres: 0.393653	Power Co.: DUKE	Subdivision:	
Description: HEATPUMP INSTALL FOR INTERIOR RENOVATIONS PERMIT WAS TRANSFERRED FROM DESKTOP VERSION ON 05/23/2019. OLD PERMIT# RES-11-16-26606. ALL FEES WERE PAID WITHIN DESKTOP VERSION PH				

MECH-002454-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	3267 Argyll Dr
Status: Complete	Workclass: Residential	Project:	Parcel: 9660-49-7462-00	Santford, NC 27332
Application Date: 07/15/2019	Issue Date: 07/15/2019	Expiration: 01/14/2020	Last Inspection: 07/18/2019	Finalized Date: 07/18/2019
Zone: RR RR	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: Yes	New Construction: No	Residential Ductwork Additions: No	Number of Heat Pump Units: 1	Commercial Ductwork Addition
Acres: 0.29	Power Co.: DUKE	Subdivision: CAROLINA TRACE		
Description: HEATPUMP INSTALL				

MECH-002461-2019	Type: Mechanical	District: Sanford	Main Address:	422 W Courland Dr
Status: Issued	Workclass: Residential	Project:	Parcel: 9652-04-7032-00	Sanford, NC 27330
Application Date: 07/15/2019	Issue Date: 07/15/2019	Expiration: 01/11/2020	Last Inspection:	Finald Date:
Zone: R-12 R-12 Residential Mixed	Sq Ft: 216	Valuation: \$14,000.00		Assigned To:
Additional Info:	New Construction: No	Building Permit #: BRES-001991-2019	Residential Ductwork Additions: Yes	Commercial Ductwork Addition
Is this a standalone Mechanical Permit?: No	Power Co.: DUKE	Subdivision:		
Acres: 0.72				
Description: DUCTWORK ADDITIONS FOR 18' X12' BEDROOM ADDITION AND HALF BATH ADDITION				

August 08, 2019

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: BRES-000997-2019	Residential Ductwork Additions: No	Number of Heat Pump Units: 1
Commercial Ductwork Additions: No	Watershed: LITTLE RIVER / LEE COUNTY	Acres: 5.02677	Subdivision: B M KELLY	
Description: HP FOR 20X32' ADDITION TO EXISTING DETACHED GARAGE				
MECH-002477-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	832 Cox Maddox Rd
Status: Issued	Workclass: Residential	Project:	Parcel: 9661-94-0139-00	Sanford, NC 27332
Application Date: 07/16/2019	Issue Date: 07/17/2019	Expiration: 01/15/2020	Last Inspection: 07/19/2019	Finalized Date:
Zone: RA RA Residential Agricultural	Sq Ft: 3,719	Valuation: \$240,000.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: BRES-001461-2019	Residential Ductwork Additions: No	Number of Gas Logs/Fireplace Units: 1
Commercial Ductwork Additions: No	Acres: 1.16	Power Co.: DUKE	Subdivision: THOMAS, MILDRED C	
Description: GAS LOGS/FIREPLACE FOR NEW SFD				
MECH-002478-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	1187 White Hill Rd
Status: Issued	Workclass: Residential	Project:	Parcel: 9529-67-9776-00	Sanford, NC 27332
Application Date: 07/16/2019	Issue Date: 07/16/2019	Expiration: 01/12/2020	Last Inspection:	Finalized Date:
Zone: RA RA Residential Agricultural	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: Yes	New Construction: No	Residential Ductwork Additions: No	Number of Heat Pump Units: 1	Commercial Ductwork Additions: No
Acres: 0.978647		Subdivision:		
Description: HEATPUMP INSTALL	Power Co.: DUKE			
MECH-002488-2019	Type: Mechanical	District: Sanford ETJ	Main Address:	1701 Clearwater Dr
Status: Issued	Workclass: Residential	Project:	Parcel: 9652-78-5540-00	Sanford, NC 27330
Application Date: 07/16/2019	Issue Date: 07/16/2019	Expiration: 02/02/2020	Last Inspection: 08/01/2019	Finalized Date:
Zone: R-20 R-20	Sq Ft: 0	Valuation: \$18,125.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: BRES-002392-2019	Residential Ductwork Additions: No	Number of Heat Pump Units: 2
Commercial Ductwork Additions: No	FEMA Map Number: N/A	Historic District: N/A	Watershed: CAPE FEAR / LEE COUNTY	Acres: 1.48825
Power Co.: DUKE	Flood Zone: N/A	Subdivision: CLEARWATER FOREST		
Description: 2-2.5 TON HEATPUMP UNITS FOR INTERIOR RENOVATION REPLACEMENT OF FLOOR JOIST AND SUB-FLOOR				
MECH-002491-2019	Type: Mechanical	District: Sanford	Main Address:	1436 Abercom Ln
Status: Issued	Workclass: Residential	Project:	Parcel: 9642-02-3914-00	Sanford, NC 27330
Application Date: 07/16/2019	Issue Date: 07/16/2019	Expiration: 01/12/2020	Last Inspection:	Finalized Date:
Zone: MF-12 MF-12 Multifamily	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: POOL-002489-2019	Residential Ductwork Additions: No	Number of Gas Piping/Pressure Test Units: 1
Commercial Ductwork Additions: No	Number of Heating Units: 1	Acres: 0.320891	Power Co.: DUKE	Subdivision: SAVANNAH
Description: GAS HEATING UNIT FOR POOL WITH GAS PIPING				

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

MECH-002498-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	201 Salisbury Place
Status: Issued	Workclass: Residential	Project:	Parcel: 9519-69-4197-00	Sanford, NC 27330
Application Date: 07/16/2019	Issue Date: 07/16/2019	Expiration: 01/12/2020	Last Inspection:	Final Date:
Zone: RA RA Residential Agricultural	Sq Ft: 3,850	Valuation: \$275,000.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: Yes	Building Permit #: 01422	Residential Ductwork Additions: No	Number of Gas Piping/Pressure Test Units: 1
Number of Heat Pump Units: 1	Commercial Ductwork Additions: No	Acres: 1.02998	Power Co.: DUKE	Subdivision: BOCA ESTATES
Description: 5 TON HEATPUMP & GAS PIPING INSTALL FOR NEW SFD				

MECH-002504-2019	Type: Mechanical	District: Sanford	Main Address:	132 Rosemont Ln
Status: Issued	Workclass: Residential	Project:	Parcel: 9642-18-9915-00	Sanford, NC 27330
Application Date: 07/17/2019	Issue Date: 07/17/2019	Expiration: 02/03/2020	Last Inspection: 08/07/2019	Final Date:
Zone: CZ CZ	Sq Ft: 3,326	Valuation: \$370,000.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: BRES-001445-2019	Residential Ductwork Additions: No	Number of Gas Heating Unit w/ A/C Units: 1
Number of Gas Piping/Pressure Test Units: 5	Commercial Ductwork Additions: No		Number of Heating Units: 1	Acres: 0.26
Power Co.: DUKE	Subdivision: ROSEMONT			
Description: MINI SPLIT UNIT, GAS HEATING UNIT WITH A/C, 5 UNITS OF GAS PIPING FOR NEW SFD				

MECH-002506-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	1357 Virginia Cir
Status: Complete	Workclass: Residential	Project:	Parcel: 9670-15-2765-00	Sanford, NC 27332
Application Date: 07/17/2019	Issue Date: 07/17/2019	Expiration: 01/18/2020	Last Inspection: 07/22/2019	Final Date: 07/22/2019
Zone: RR RR	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: Yes	New Construction: No	Residential Ductwork Additions: No	Number of Heat Pump Units: 1	Commercial Ductwork Additions: No
Acres: 0.197884	Power Co.: DUKE	Subdivision: CAROLINA TRACE		
Description: HEATPUMP INSTALL				

MECH-002516-2019	Type: Mechanical	District: Sanford	Main Address:	104 Westchase Run
Status: Issued	Workclass: Residential	Project:	Parcel: 9632-25-0063-00	Sanford, NC 27330
Application Date: 07/18/2019	Issue Date: 07/18/2019	Expiration: 01/14/2020	Last Inspection:	Final Date:
Zone:	Sq Ft: 479	Valuation: \$45,000.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: 01028	Residential Ductwork Additions: No	Number of Heat Pump Units: 1
Commercial Ductwork Additions: No	Acres: 0.848325	Subdivision: CHANCELLORS RIDGE		
Description: 1 TON DUCTLESS MINI-SPLIT FOR PROPOSED ACCESSORY BUILDING (21' X 23') TO BE PLACED ON LOT (POOL HOUSE) BEHIND EXISTING SFD (EXISTING IN-GROUND SWIMMING POOL).				

MECH-002520-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	6027 St Andrews Dr
Status: Issued	Workclass: Residential	Project:	Parcel: 9671-00-5416-00	Sanford, NC 27332
Application Date: 07/18/2019	Issue Date: 07/18/2019	Expiration: 01/14/2020	Last Inspection:	Final Date:
Zone: RR RR	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Is this a standalone Mechanical Permit?: Yes Acres: 0.633052 Description: HP	New Construction: No Power Co.: DUKE	Residential Ductwork Additions: No Subdivision: CAROLINA TRACE	Number of Heat Pump Units: 1	Commercial Ductwork Additions: No
MECH-002523-2019 Status: Issued Application Date: 07/18/2019 Zone: R-12 R-12 Residential Mixed Additional Info: Is this a standalone Mechanical Permit?: Yes Acres: 0.288234 Description: HP	Type: Mechanical Workclass: Residential Issue Date: 07/18/2019 Sq Ft: 0 New Construction: No Power Co.: DUKE	District: Sanford Project: Expiration: 01/29/2020 Valuation: \$0.00 Residential Ductwork Additions: No Subdivision: NOTTINGHAM	Main Address: Parcel: 9643-56-0519-00 Last Inspection: 08/02/2019 Number of Heat Pump Units: 1	153 Friars Dr Sanford, NC 27330 Finaled Date: Assigned To: Commercial Ductwork Additions: No
MECH-002528-2019 Status: Issued Application Date: 07/19/2019 Zone: MF-12 MF-12 Multifamily Additional Info: Is this a standalone Mechanical Permit?: Yes Acres: 0.096261 Description: 2.5 TON GAS HEATING UNIT W/ A/C INSTALL	Type: Mechanical Workclass: Residential Issue Date: 07/19/2019 Sq Ft: 0 New Construction: No Power Co.: DUKE	District: Sanford Project: Expiration: 01/15/2020 Valuation: \$0.00 Residential Ductwork Additions: No Subdivision: NORTH POINTE TOWNIES	Main Address: Parcel: 9643-68-6402-00 Last Inspection: Number of Gas Heating Unit w/ A/C Units: 1	109 Compass Way Sanford, NC 27330 Finaled Date: Assigned To: Commercial Ductwork Additions: No
MECH-002529-2019 Status: Issued Application Date: 07/19/2019 Zone: R-6 R-6 Additional Info: Is this a standalone Mechanical Permit?: Yes Acres: 0.45445 Description: DUCTWORK REPAIR OF 8 RUNS	Type: Mechanical Workclass: Residential Issue Date: 07/19/2019 Sq Ft: 0 New Construction: No Power Co.: DUKE	District: Sanford Project: Expiration: 01/29/2020 Valuation: \$0.00 Residential Ductwork Additions: Yes Subdivision: ROSEMONT	Main Address: Parcel: 9643-40-4515-00 Last Inspection: 08/02/2019 Commercial Ductwork Additions: No	323 N Vance St Sanford, NC 27330 Finaled Date: Assigned To: Historic District: ROSEMONT-MCKIVER
MECH-002532-2019 Status: Issued Application Date: 07/19/2019 Zone: R-20 R-20 Additional Info: Is this a standalone Mechanical Permit?: Yes Acres: 0.69 Description: 4 TON MINISPLIT HEATPUMP INSTALL	Type: Mechanical Workclass: Residential Issue Date: 07/19/2019 Sq Ft: 0 New Construction: No Power Co.: DUKE	District: Sanford Project: Expiration: 01/15/2020 Valuation: \$0.00 Residential Ductwork Additions: No Subdivision: WESTLAKE VALLEY	Main Address: Parcel: 9633-34-4825-00 Last Inspection: Number of Heat Pump Units: 1	1616 Columbine Rd Sanford, NC 27330 Finaled Date: Assigned To: Commercial Ductwork Additions: No

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

MECH-002534-2019		Type: Mechanical	District: Sanford	Main Address:	1520 Tomberlin Rd
Status: Issued		Workclass: Residential	Project:	Parcel: 9633-46-2823-00	Sanford, NC 27330
Application Date: 07/19/2019		Issue Date: 07/22/2019	Expiration: 01/18/2020	Last Inspection:	Final Date:
Zone: R-20 R-20		Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:					
Is this a standalone Mechanical Permit?: Yes		New Construction: No	Residential Ductwork Additions: No	Number of Heat Pump Units: 1	Commercial Ductwork Additions: No
Acres: 14.5859		Power Co.: DUKE	Subdivision:		
Description: HP					
MECH-002541-2019		Type: Mechanical	District: Sanford	Main Address:	310 N Vance St
Status: Complete		Workclass: Residential	Project:	Parcel: 9643-40-7443-00	Sanford, NC 27330
Application Date: 07/22/2019		Issue Date: 07/22/2019	Expiration: 02/01/2020	Last Inspection: 08/05/2019	Final Date: 08/05/2019
Zone: R-6 R-6		Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:					
Is this a standalone Mechanical Permit?: Yes		New Construction: No	Residential Ductwork Additions: No	Number of Gas Heating Unit w/ A/C Units: 1	Commercial Ductwork Additions: No
Historic District: ROSEMONT-MCKIVER		Acres: 0.260401	Power Co.: DUKE	Subdivision: ROSEMONT	
Description: 80,000 BTU GAS FURNACE W 3 TON A/C INSTALL					
MECH-002544-2019		Type: Mechanical	District: Sanford	Main Address:	1 Thornwood Dr
Status: Complete		Workclass: Residential	Project:	Parcel: 9662-73-6198-00	Sanford, NC 27330
Application Date: 07/22/2019		Issue Date: 07/22/2019	Expiration: 01/28/2020	Last Inspection: 08/01/2019	Final Date: 08/01/2019
Zone: R-20/MH R-20/MH		Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:					
Is this a standalone Mechanical Permit?: No		New Construction: No	Building Permit #: BRES-001932-2019	Residential Ductwork Additions: No	Number of Heat Pump Units: 1
Commercial Ductwork Additions: No		Watershed: CAPE FEAR / LEE COUNTY	Acres: 40.408	Power Co.: DUKE	Subdivision:
Description: HP					
MECH-002545-2019		Type: Mechanical	District: Sanford	Main Address:	22 Thornwood Dr
Status: Complete		Workclass: Residential	Project:	Parcel: 9662-73-6198-00	Sanford, NC 27330
Application Date: 07/22/2019		Issue Date: 07/22/2019	Expiration: 01/28/2020	Last Inspection: 08/01/2019	Final Date: 08/01/2019
Zone: R-20/MH R-20/MH		Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:					
Is this a standalone Mechanical Permit?: No		New Construction: No	Building Permit #: BRES-001997-2019	Residential Ductwork Additions: No	Number of Heat Pump Units: 1
Commercial Ductwork Additions: No		Watershed: CAPE FEAR / LEE COUNTY	Acres: 40.408	Power Co.: DUKE	Subdivision:
Description: HP					
MECH-002546-2019		Type: Mechanical	District: Sanford	Main Address:	24 Thornwood Dr
Status: Complete		Workclass: Residential	Project:	Parcel: 9662-73-6198-00	Sanford, NC 27330
Application Date: 07/22/2019		Issue Date: 07/22/2019	Expiration: 01/28/2020	Last Inspection: 08/01/2019	Final Date: 08/01/2019
Zone: LI LI Light Industrial		Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:					

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: BRES-002176-2019	Residential Ductwork Additions: No	Number of Heat Pump Units: 1
Commercial Ductwork Additions: No	Watershed: CAPE FEAR / LEE COUNTY	Acres: 40.408	Power Co.: DUKE	Subdivision:
Description: HP				
MECH-002547-2019	Type: Mechanical	District: Sanford	Main Address:	39 Thornwood Dr
Status: Issued	Workclass: Residential	Project:	Parcel: 9662-73-6198-00	Sanford, NC 27330
Application Date: 07/22/2019	Issue Date: 07/22/2019	Expiration: 01/18/2020	Last Inspection:	Finalized Date:
Zone: R-20/MH R-20/MH	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: BRES-002180-2019	Residential Ductwork Additions: No	Number of Heat Pump Units: 1
Commercial Ductwork Additions: No	Watershed: CAPE FEAR / LEE COUNTY	Acres: 40.408	Power Co.: DUKE	Subdivision:
Description: HP				
MECH-002548-2019	Type: Mechanical	District: Sanford	Main Address:	40 Thornwood Dr
Status: Issued	Workclass: Residential	Project:	Parcel: 9662-73-6198-00	Sanford, NC 27330
Application Date: 07/22/2019	Issue Date: 07/22/2019	Expiration: 01/18/2020	Last Inspection:	Finalized Date:
Zone: R-20/MH R-20/MH	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: BRES-002086-2019	Residential Ductwork Additions: No	Number of Heat Pump Units: 1
Commercial Ductwork Additions: No	Watershed: CAPE FEAR / LEE COUNTY	Acres: 40.408	Power Co.: DUKE	Subdivision:
Description: HP				
MECH-002549-2019	Type: Mechanical	District: Sanford	Main Address:	43 Thornwood Dr
Status: Issued	Workclass: Residential	Project:	Parcel: 9662-73-6198-00	Sanford, NC 27330
Application Date: 07/22/2019	Issue Date: 07/22/2019	Expiration: 01/18/2020	Last Inspection:	Finalized Date:
Zone: R-20/MH R-20/MH	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: BRES-001999-2019	Residential Ductwork Additions: No	Number of Heat Pump Units: 1
Commercial Ductwork Additions: No	Watershed: CAPE FEAR / LEE COUNTY	Acres: 40.408	Power Co.: DUKE	Subdivision:
Description: HP				
MECH-002550-2019	Type: Mechanical	District: Sanford	Main Address:	44 Thornwood Dr
Status: Issued	Workclass: Residential	Project:	Parcel: 9662-73-6198-00	Sanford, NC 27330
Application Date: 07/22/2019	Issue Date: 07/22/2019	Expiration: 01/18/2020	Last Inspection:	Finalized Date:
Zone: R-20/MH R-20/MH	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: BRES-002001-2019	Residential Ductwork Additions: No	Number of Heat Pump Units: 1
Commercial Ductwork Additions: No	Watershed: CAPE FEAR / LEE COUNTY	Acres: 40.408	Power Co.: DUKE	Subdivision:

Description: HP

August 08, 2019

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

MECH-002565-2019	Status: Issued	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	260 River Falls Rd
Application Date: 07/23/2019	Issue Date: 07/23/2019	Workclass: Residential	Project:	Parcel: 9650-30-4720-00	Sanford, NC 27332
Zone: RA RA Residential Agricultural	Sq Ft: 6,294	Expiration: 01/19/2020	Valuation: \$180,000.00	Last Inspection:	Finalized Date:
Additional Info:	Building Permit #: 02133	Residential Ductwork Additions: No	Number of Heat Pump Units: 2	Assigned To:	
Is this a standalone Mechanical Permit?: No	Acres: 2.11367	Power Co.: CEMC	Subdivision: RIVER FALLS		
Commercial Ductwork Additions: No	Description: 2 HEATPUMP INSTALLS FOR NEW SFD				
MECH-002567-2019	Status: Complete	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	340 Holly Brook Rd
Application Date: 07/24/2019	Issue Date: 07/24/2019	Workclass: Residential	Project:	Parcel: 340 Holly Brook Rd	Sanford, NC 27330
Zone:	Sq Ft: 0	Expiration: 01/26/2020	Valuation: \$0.00	Last Inspection: 07/30/2019	Finalized Date: 07/30/2019
Additional Info:	Residential Ductwork Additions: No	Number of Heat Pump Units: 1	Commercial Ductwork Additions: No	Assigned To:	
Is this a standalone Mechanical Permit?: Yes	Description: HEATPUMP INSTALL				
MECH-002571-2019	Status: Issued	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	176 Greenwich Dr
Application Date: 07/24/2019	Issue Date: 07/26/2019	Workclass: Residential	Project: FRANKLIN CHASE	Parcel: 9622-91-3689-00	Sanford, NC 27330
Zone:	Sq Ft: 2,315	Expiration: 01/22/2020	Valuation: \$150,000.00	Last Inspection:	Finalized Date:
Additional Info:	Building Permit #: 02278	Residential Ductwork Additions: No	Number of Gas Logs/Fireplace Units: 1	Assigned To:	
Is this a standalone Mechanical Permit?: No	Acres: 1.07034	Subdivision: FRANKLIN CHASE			
Number of Heat Pump Units: 1	Description: HEATPUMP & GAS LOGS INSTALL FOR NEW SFD				
MECH-002572-2019	Status: Issued	Type: Mechanical	District: Sanford	Main Address:	3110 S Homer Blvd, D
Application Date: 07/24/2019	Issue Date: 07/24/2019	Workclass: Non-Residential	Project:	Parcel:	Sanford, NC 27330
Zone:	Sq Ft: 0	Expiration: 01/22/2020	Valuation: \$0.00	Last Inspection: 07/26/2019	Finalized Date:
Additional Info:	Building Permit #: 0804	Gas Pack Tons: 10	Residential Ductwork Additions: No	Assigned To:	
Is this a standalone Mechanical Permit?: No	Historic District: N/A	Watershed: N/A	Acres: 2.62		
Commercial Ductwork Additions: No	Power Co.: CEMC				
Description: (2) 5 TON GAS PACK INSTALL FOR UPFIT INTERIOR RENOVATIONS FOR JERSEY MIKE'S SUBS ADDED HOOD CANOPY SYSTEM TO PERMIT ON 8/7/2019. FEES WILL APPLY FOR \$120.00 CG					
MECH-002573-2019	Status: Issued	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	8508 Sugar Creek Dr
Application Date: 07/24/2019	Issue Date: 07/24/2019	Workclass: Residential	Project:	Parcel:	Sanford, NC 27332
Zone:	Sq Ft: 0	Expiration: 02/01/2020	Valuation: \$0.00	Last Inspection: 08/05/2019	Finalized Date:
Additional Info:	Residential Ductwork Additions: No	Number of Gas Piping/Pressure Test Units: 1	Commercial Ductwork Additions: No	Assigned To:	
Is this a standalone Mechanical Permit?: Yes					

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Description: GAS PIPING

MECH-002576-2019

Status: Issued

Application Date: 07/24/2019

Zone: 0

Additional Info:

Is this a standalone Mechanical Permit?: Yes

Description: GAS PIPING FOR GENERATOR

Type: Mechanical

Workclass: Residential

Issue Date: 07/24/2019

Sq Ft: 0

District: Lee County (Unincorporated)

Project: 01/26/2020

Expiration: 01/26/2020

Valuation: \$0.00

Main Address: 61 Bell Dr

Parcel: Sanford, NC 27330

Last Inspection: 07/30/2019

Assigned To: 07/30/2019

Residential Ductwork Additions: No

Number of Gas Piping/Pressure Test Units: 1

Commercial Ductwork Additions: No

MECH-002586-2019

Status: Issued

Application Date: 07/25/2019

Zone: 0

Additional Info:

Is this a standalone Mechanical Permit?: No

Commercial Ductwork Additions: No

Description: HP

Type: Mechanical

Workclass: Residential

Issue Date: 07/25/2019

Sq Ft: 0

District: Lee County (Unincorporated)

Project: 01/25/2020

Expiration: 01/25/2020

Valuation: \$0.00

Main Address: 23 Joels Ln

Parcel: Sanford, NC 27330

Last Inspection: 07/29/2019

Assigned To: 07/29/2019

Building Permit #: BRES-002128-2019

Residential Ductwork Additions: No

Number of Heat Pump Units: 1

Power Co.: CEMC

Subdivision:

MECH-002587-2019

Status: Complete

Application Date: 07/25/2019

Zone: 0

Additional Info:

Is this a standalone Mechanical Permit?: No

Commercial Ductwork Additions: No

Description: HP

Type: Mechanical

Workclass: Residential

Issue Date: 07/25/2019

Sq Ft: 0

District: Lee County (Unincorporated)

Project: 01/28/2020

Expiration: 01/28/2020

Valuation: \$0.00

Main Address: 560 Old Wagon Ln

Parcel: Sanford, NC 27332

Last Inspection: 08/01/2019

Assigned To: 08/01/2019

Building Permit #: BRES-002497-2019

Residential Ductwork Additions: No

Number of Heat Pump Units: 1

Power Co.: CEMC

Subdivision:

MECH-002588-2019

Status: Issued

Application Date: 07/25/2019

Zone: 0

Additional Info:

Is this a standalone Mechanical Permit?: Yes

Description: HP

Type: Mechanical

Workclass: Residential

Issue Date: 07/25/2019

Sq Ft: 0

District: Lee County (Unincorporated)

Project: 01/21/2020

Expiration: 01/21/2020

Valuation: \$0.00

Main Address: 586 Spyglass Ln

Parcel: Sanford, NC 27332

Last Inspection: 07/25/2019

Assigned To: 07/25/2019

Residential Ductwork Additions: No

Number of Heat Pump Units: 1

Commercial Ductwork Additions: No

MECH-002590-2019

Status: Issued

Application Date: 07/25/2019

Zone: RA RA Residential Agricultural

Additional Info:

Is this a standalone Mechanical Permit?: No

Type: Mechanical

Workclass: Residential

Issue Date: 07/25/2019

Sq Ft: 2,992

District: Lee County (Unincorporated)

Project: KENWOOD

Expiration: 01/21/2020

Valuation: \$143,940.00

Main Address: 113 Eaker Dr

Parcel: 9547-11-7390-00

Last Inspection: 07/25/2019

Assigned To: 07/25/2019

Building Permit #: BRES-002067-2019

Residential Ductwork Additions: No

Number of Heat Pump Units: 1

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Commercial Ductwork Additions: No	Watershed: LITTLE RIVER / LEE COUNTY	Acres: 1.34028	Power Co.: CEMC	Subdivision: KENWOOD
MECH-002591-2019 Status: Issued Application Date: 07/25/2019 Zone: RR RR Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No Description: HP FOR NEW SFD	Type: Mechanical Workclass: Residential Issue Date: 07/25/2019 Sq Ft: 3,205 New Construction: No Acres: 0.36 Power Co.: DUKE	District: Lee County (Unincorporated) Project: Expiration: 01/21/2020 Valuation: \$264,536.00 Building Permit #: BRES-001600-2019	Main Address: Parcel: 9861-73-5391-00 Last Inspection: Residential Ductwork Additions: No Subdivision: CAROLINA TRACE	660 Chelsea Dr Sanford, NC 27332 Final Date: Assigned To: Number of Heat Pump Units: 1
MECH-002592-2019 Status: Issued Application Date: 07/25/2019 Zone: RA RA Residential Agricultural Additional Info: Is this a standalone Mechanical Permit?: No Commercial Ductwork Additions: No Description: 2 HP UNITS FOR NEW SFD	Type: Mechanical Workclass: Residential Issue Date: 07/25/2019 Sq Ft: 3,247 New Construction: No Watershed: LITTLE RIVER / LEE COUNTY Acres: 1.48961 Power Co.: CEMC	District: Lee County (Unincorporated) Project: Expiration: 01/21/2020 Valuation: \$147,540.00 Building Permit #: BRES-002066-2019	Main Address: Parcel: 9547-21-3330-00 Last Inspection: Residential Ductwork Additions: No Power Co.: CEMC	116 Eaker Dr Sanford, NC 27330 Final Date: Assigned To: Number of Heat Pump Units: 2 Subdivision: KENWOOD
MECH-002597-2019 Status: Issued Application Date: 07/26/2019 Zone: Additional Info: Is this a standalone Mechanical Permit?: Yes Description: GAS HEATING UNIT WITH A/C	Type: Mechanical Workclass: Non-Residential Issue Date: 07/26/2019 Sq Ft: 0 New Construction: No	District: Sanford Project: Expiration: 01/22/2020 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: Last Inspection: Gas Heating Units w/ A/C Unit BTUs: 100000	2002 Woodland Ave Sanford, NC 27330 Final Date: Assigned To: Commercial Ductwork Additions: No
MECH-002598-2019 Status: Complete Application Date: 07/26/2019 Zone: Additional Info: Is this a standalone Mechanical Permit?: Yes Commercial Ductwork Additions: No Description: GAS PACK	Type: Mechanical Workclass: Residential Issue Date: 07/26/2019 Sq Ft: 0 New Construction: No Gas Pack Tons: 0	District: Sanford Project: Expiration: 01/26/2020 Valuation: \$0.00 Residential Ductwork Additions: No	Main Address: Parcel: Last Inspection: 07/30/2019 Residential Ductwork Additions: No	2830 Watson Ave Sanford, NC 27332 Final Date: 07/30/2019 Assigned To: Number of Gas Pack Units: 1

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

MECH-002600-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	238 Steel Bridge Rd
Status: Issued	Workclass: Residential	Project:	Parcel: 9622-97-4016-00	Sanford, NC 27330
Application Date: 07/26/2019	Issue Date: 07/26/2019	Expiration: 01/26/2020	Last Inspection: 07/30/2019	Final Date:
Zone: R-20 R-20	Sq Ft: 2,370	Valuation: \$205,000.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: BRES-001691-2019	Residential Ductwork Additions: No	Number of Heat Pump Units: 1
Commercial Ductwork Additions: No	Acres: 1.81	Power Co.: DUKE	Subdivision:	
Description: HP FOR NEW SFD				
MECH-002601-2019	Type: Mechanical	District: Sanford	Main Address:	117 Westchase Run
Status: Issued	Workclass: Residential	Project:	Parcel: 9632-15-7127-00	Sanford, NC
Application Date: 07/26/2019	Issue Date: 07/26/2019	Expiration: 01/22/2020	Last Inspection:	Final Date:
Zone: R-20 R-20	Sq Ft: 5,299	Valuation: \$484,350.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: BRES-001302-2019	Residential Ductwork Additions: No	Number of Heat Pump Units: 1
Commercial Ductwork Additions: No	Acres: 0.861736	Power Co.: DUKE	Subdivision: CHANCELLORS RIDGE	
Description: NEW SFD				
MECH-002602-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	283 Ravens Nest Ln
Status: Issued	Workclass: Residential	Project:	Parcel: 9528-62-7510-00	Cameron, NC 28326
Application Date: 07/26/2019	Issue Date: 07/26/2019	Expiration: 02/02/2020	Last Inspection: 08/06/2019	Final Date:
Zone: RA RA Residential Agricultural	Sq Ft: 3,403	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: No	New Construction: No	Residential Ductwork Additions: No	Number of Heat Pump Units: 2	Commercial Ductwork Additions: No
Watershed: LITTLE RIVER / LEE COUNTY	Acres: 11.49	Flood Zone: AE	Subdivision:	
Description: INSTALLATION OF 1 HP AND AND 1 MINI SPLIT FOR NEW SFD				
TRANSFERRED TO DESKTOP 11/19/2018				
PERMIT# RES-6-18-31510				
PLAN CASE# PRES-3-18-9881				
MECH-002604-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address:	6094 Dunes Dr
Status: Issued	Workclass: Residential	Project:	Parcel:	Sanford, NC 27332
Application Date: 07/26/2019	Issue Date: 07/26/2019	Expiration: 01/22/2020	Last Inspection:	Final Date:
Zone:	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Is this a standalone Mechanical Permit?: Yes	New Construction: No	Residential Ductwork Additions: No	Number of Heat Pump Units: 1	Commercial Ductwork Additions: No
Description: HP				

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

MECH-002607-2019	Type: Mechanical	District: Sanford	Main Address: 2415 Dogwood St Sanford, NC 27330
Status: Complete	Workclass: Residential	Project:	Sanford, NC 27330
Application Date: 07/26/2019	Issue Date: 07/26/2019	Expiration: 02/01/2020	Final Date: 08/05/2019
Zone: R-6 R-6	Sq Ft: 1,701	Valuation: \$151,000.00	Assigned To:
Additional Info:			
Is this a standalone Mechanical Permit?: No	New Construction: No	Building Permit #: BRES-001400-2019	Number of Gas Piping/Pressure Test Units: 1
Commercial Ductwork Additions: No	Acres: 0.47631	Power Co.: DUKE	
Description: GAS PIPING FOR 30X60" MODULAR		Subdivision:	
MECH-002614-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address: 440 Cedar Ln Sanford, NC 27332
Status: Issued	Workclass: Residential	Project:	Sanford, NC 27332
Application Date: 07/29/2019	Issue Date: 07/29/2019	Expiration: 02/02/2020	Final Date:
Zone: RA RA Residential Agricultural	Sq Ft: 4,291	Valuation: \$241,000.00	Assigned To:
Additional Info:			
Is this a standalone Mechanical Permit?: No	New Construction: Yes	Building Permit #: 0791	Number of Heat Pump Units: 1
Commercial Ductwork Additions: No	Watershed: LITTLE RIVER / LEE COUNTY	Power Co.: CEMC	Subdivision:
Description: 2 TON HEATPUMP INSTALL FOR NEW SFD		Acres: 0.979816	
MECH-002615-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address: 201 Sainsbury Place Sanford, NC 27330
Status: Issued	Workclass: Residential	Project:	Sanford, NC 27330
Application Date: 07/29/2019	Issue Date: 07/29/2019	Expiration: 01/25/2020	Final Date:
Zone: RA RA Residential Agricultural	Sq Ft: 3,850	Valuation: \$275,000.00	Assigned To:
Additional Info:			
Is this a standalone Mechanical Permit?: No	New Construction: Yes	Building Permit #: 01422	Number of Gas Logs/Fireplace Units: 1
Commercial Ductwork Additions: No	Acres: 1.02998	Power Co.: DUKE	
Description: FIREPLACE INSTALL FOR NEW SFD		Subdivision: BOCA ESTATES	
MECH-002617-2019	Type: Mechanical	District: Lee County (Unincorporated)	Main Address: 1443 New York Ave Sanford, NC 27330
Status: Issued	Workclass: Residential	Project:	Sanford, NC 27330
Application Date: 07/29/2019	Issue Date: 07/29/2019	Expiration: 01/25/2020	Final Date:
Zone: RR RR	Sq Ft: 3,629	Valuation: \$225,000.00	Assigned To:
Additional Info:			
Is this a standalone Mechanical Permit?: No	New Construction: Yes	Building Permit #: 0099	Number of Heat Pump Units: 2
Commercial Ductwork Additions: No	Acres: 0.201021	Subdivision: CAROLINA TRACE	
Description: (2) HEATPUMP INSTALLS 5 TON FOR NEW SFD TRANSFERRED FROM DESKTOP 11/02/2018			
PERMIT# RES-9-18-32220			
PLAN CASE# PRES-9-18-10404			

Meeting
Regular Meeting
Is this a standalone Mechanical Permit?: Yes
Description: 3 TON A/C UNIT INSTALL
PARCEL #:

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

MECH-002626-2019
Status: Complete
Application Date: 07/30/2019
Zone: R-12
Additional Info:
Type: Mechanical
Workclass: Non-Residential
Issue Date: 07/30/2019
Sq Ft: 0
District: Sanford
Project:
Expiration: 01/27/2020
Valuation: \$0.00
Main Address:
Parcel:
Last Inspection: 07/31/2019
2912 S Homer Blvd
Sanford, NC 27332
Finaled Date: 07/31/2019
Assigned To:
New Construction: No
Chiller Tons: 3
Residential Ductwork Additions: No
Commercial Ductwork Additions: No

MECH-002627-2019
Status: Issued
Application Date: 07/30/2019
Zone: C-2 C-2
Additional Info:
Type: Mechanical
Workclass: Residential
Issue Date: 07/30/2019
Sq Ft: 1,887
District: Sanford
Project:
Expiration: 01/26/2020
Valuation: \$160,000.00
Main Address:
Parcel: 9632-99-7720-00
Last Inspection:
1625 Porches Way
Sanford, NC 27330
Finaled Date:
Assigned To:
Building Permit #: 01288
Residential Ductwork Additions: No
Commercial Ductwork Additions: No
Number of Gas Piping/Pressure Test Units: 2
Subdivision: PORCHES
Power Co.: DUKE
Acres: 0.231631
Description: 3 TON HEATPUMP AND GAS LINES FOR FIREPLACE AND WATER HEATER FOR NEW SFD

MECH-002634-2019
Status: Issued
Application Date: 07/30/2019
Zone: C-2 C-2 General Commercial
Additional Info:
Type: Mechanical
Workclass: Non-Residential
Issue Date: 07/30/2019
Sq Ft: 0
District: Sanford
Project:
Expiration: 01/26/2020
Valuation: \$0.00
Main Address:
Parcel: 9643-64-5929-00
Last Inspection:
1102 Hawkins Ave
Sanford, NC 27330
Finaled Date:
Assigned To:
New Construction: No
Residential Ductwork Additions: No
Gas Heating Units w/ A/C Unit BTUs: 180000
Commercial Ductwork Additions: No
Subdivision: ALICE STROUD

MECH-002635-2019
Status: Complete
Application Date: 07/31/2019
Zone: R-12 R-12 Residential Mixed
Additional Info:
Type: Mechanical
Workclass: Residential
Issue Date: 07/31/2019
Sq Ft: 0
District: Sanford
Project:
Expiration: 02/03/2020
Valuation: \$0.00
Main Address:
Parcel: 9643-30-1540-00
Last Inspection: 08/07/2019
543 W Weatherspoon St
Sanford, NC 27330
Finaled Date: 08/07/2019
Assigned To:
New Construction: No
Residential Ductwork Additions: No
Number of Gas Pack Units: 1
Commercial Ductwork Additions: No
Power Co.: DUKE
Subdivision: MCIVER PARK

MECH-002636-2019
Status: Issued
Application Date: 07/31/2019
Zone: RR RR
Additional Info:
Type: Mechanical
Workclass: Residential
Issue Date: 07/31/2019
Sq Ft: 0
District: Lee County (Unincorporated)
Project:
Expiration: 01/27/2020
Valuation: \$0.00
Main Address:
Parcel: 9529-95-0048-00
Last Inspection:
5830 Quail Ridge Dr
Sanford, NC 27332
Finaled Date:
Assigned To:
New Construction: No
Residential Ductwork Additions: No
Number of Heat Pump Units: 1
Commercial Ductwork Additions: No

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Watershed: LITTLE RIVER / LEE
County: SANFORD
Description: HP
Acres: 1.13
Power Co.: CEMC
Subdivision: QUAIL RIDGE

MECH-002637-2019
Status: Complete
Application Date: 07/31/2019
Type: Mechanical
Workclass: Non-Residential
Issue Date: 07/31/2019
District: Sanford
Project:
Expiration: 02/02/2020
Main Address:
Parcel: 9652-30-1530-00
Last Inspection: 08/06/2019
600 W Main St
Sanford, NC 27330
Finaled Date: 08/06/2019
Assigned To:

Additional Info:
Is this a standalone Mechanical Permit?: Yes
Commercial Ductwork Additions: No
Acres: 0.641769
Residential Ductwork Additions: No
Heat Pump Tons: 5
Number of Heat Pump Units: 0
Description: 5 TON
Power Co.: DUKE
Subdivision:

PERMITS ISSUED FOR MECHANICAL: 89

PLUMBING (NON-RESIDENTIAL)

PLMC-002419-2019
Status: Issued
Application Date: 07/09/2019
Zone: C-2 C-2 General Commercial
Type: Plumbing (Non-Residential)
Workclass: Other
Issue Date: 07/10/2019
District: Sanford
Project:
Expiration: 01/28/2020
Main Address:
Parcel: 9652-72-3231-00
Last Inspection: 08/01/2019
2515 S Homer Blvd
Sanford, NC 27332
Finaled Date:
Assigned To:
Additional Info:
Reactivated: No
Plumber to install Water & Sewer: No
Flood Zone: N/A
Historic District: N/A
Subdivision:
Watershed: N/A
Acres: 8.23037
Power Co.: DUKE

PLMC-002455-2019
Status: Issued
Application Date: 07/15/2019
Zone: L1 L1 Light Industrial
Type: Plumbing (Non-Residential)
Workclass: New
Issue Date: 07/15/2020
District: Sanford
Project:
Expiration: 01/13/2020
Main Address:
Parcel: 9634-51-8626-00
Last Inspection: 07/17/2019
496 Glenwood Dr
Sanford, NC 27330
Finaled Date:
Assigned To:
Additional Info:
Number of Lavatories: 2
Number of Water Closets: 2
Number of Water Fountains: 1
Number of Water Heaters - Electric: 2
Number of Can Wash Sinks: 1
Reactivated: No
Plumber to install Water & Sewer: No
Flood Zone: N/A
Historic District: N/A
Subdivision:
Watershed: N/A
Acres: 4.1159
Power Co.: DUKE

PLMC-002612-2019
Status: Issued
Application Date: 07/17/2019
Zone: C-2 C-2 General Commercial
Type: Plumbing (Non-Residential)
Workclass: Other
Issue Date: 07/17/2020
District: Sanford
Project:
Expiration: 01/18/2020
Main Address:
Parcel: 9642-59-2157-00
Last Inspection: 07/22/2019
506 Carriage St
Sanford, NC 27330
Finaled Date:
Assigned To:
Additional Info:
Number of Water Heaters - Gas: 1
Number of Gas Piplings: 1
Reactivated: No
Plumber to install Water & Sewer: No
Subdivision: MCIVER PARK
Power Co.: DUKE
Description: GAS WATER HEATER, WATER LINE AND GAS PIPING INSTALL

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

PLMR-002560-2019	Type: Plumbing (Non-Residential)	District: Sanford	Main Address:	176 Post Oak
Status: Issued	Workclass: New	Project:	Parcel:	Sanford, NC 27330
Application Date: 07/23/2019	Issue Date: 07/23/2019	Expiration: 01/20/2020	Last Inspection: 07/24/2019	Finalized Date:
Zone: RA RA Residential Agricultural	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Number of Lavatories: 1	Number of Water Closets: 1	Reactivated: No	Plumber to Install Water & Sewer: No	Subdivision:
Acres: 30.5979	Power Co.: CEMC			
Description: 2 FIXTURES				

PERMITS ISSUED FOR PLUMBING (NON-RESIDENTIAL): 4

PLMR-002380-2019	Type: Plumbing (Residential)	District: Sanford	Main Address:	617 Monger Ln
Status: Issued	Workclass: New	Project: HUNTINGTON SUBDIVISION	Parcel: 9632-68-8566-00	Sanford, NC 27330
Application Date: 07/02/2019	Issue Date: 07/02/2019	Expiration: 12/30/2019	Last Inspection: 07/03/2019	Finalized Date:
Zone: R-20 R-20	Sq Ft: 2,525	Valuation: \$135,000.00		Assigned To:
Additional Info:				
Number of Full Baths: 2	Number of Half Baths: 1	Reactivated: No	Plumber to Install Water & Sewer: Yes	Subdivision: HUNTINGTON
Acres: 0.458593	Power Co.: DUKE			
Description: PLUMBING OF NEW SFD (2 FULL/ 1 HALF BATHS)				

PLMR-002384-2019	Type: Plumbing (Residential)	District: Lee County (Unincorporated)	Main Address:	770 Cedar Ln
Status: Issued	Workclass: Modular	Project:	Parcel: 9529-53-1738-00	Sanford, NC 27330
Application Date: 07/03/2019	Issue Date: 07/03/2019	Expiration: 02/03/2020	Last Inspection: 08/07/2019	Finalized Date:
Zone: RA RA Residential Agricultural	Sq Ft: 1,701	Valuation: \$151,000.00		Assigned To:
Additional Info:				
Number of Sewer Lines: 1	Number of Water Lines: 1	Reactivated: No	Plumber to Install Water & Sewer: No	Flood Zone: AE
Subdivision:	Watershed: LITTLE RIVER / LEE COUNTY	Acres: 32.8118	Power Co.: CEMC	
Description: PLUMBING OF 30X60 MODULAR HOME				

PLMR-002385-2019	Type: Plumbing (Residential)	District: Lee County (Unincorporated)	Main Address:	368 Peppermill Rd
Status: Issued	Workclass: Alteration	Project:	Parcel: 9671-53-3229-00	Sanford, NC 27332
Application Date: 07/03/2019	Issue Date: 07/03/2019	Expiration: 01/26/2020	Last Inspection: 07/30/2019	Finalized Date:
Zone: RA RA Residential Agricultural	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Number of Spa Tubs: 0	Number of Showers: 1	Reactivated: No	Plumber to Install Water & Sewer: No	Subdivision:
Acres: 1.03878	Power Co.: DUKE			
Description: BATH TUB AND SHOWER REPLACEMENT				

PLMR-002387-2019	Type: Plumbing (Residential)	District: Broadway ETJ	Main Address:	314 Watson Lake Dr
Status: Issued	Workclass: New	Project:	Parcel: 9681-79-3573-00	Sanford, NC 27305
Application Date: 07/03/2019	Issue Date: 07/03/2019	Expiration: 01/01/2020	Last Inspection: 07/05/2019	Finalized Date:
Zone: RA RA Residential Agricultural	Sq Ft: 2,952	Valuation: \$204,500.00		Assigned To:
Additional Info:				

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Number of Full Baths: 2	Number of Half Baths: 1	Reactivated: No	Plumber to Install Water & Sewer: Yes	Subdivision:
Acres: 8.28	Power Co.: DUKE			
Description: NEW SFD				
PLMR-002398-2019	Type: Plumbing (Residential)	District: Lee County (Unincorporated)	Main Address:	379 Cletus Hall Rd
Status: Complete	Workclass: Manufactured Home	Project:	Parcel: 9676-51-0721-00	Sanford, NC 27330
Application Date: 07/05/2019	Issue Date: 07/05/2019	Expiration: 01/11/2020	Last Inspection: 07/15/2019	Assigned To:
Zone: RA RA Residential Agricultural	Sq Ft: 0	Valuation: \$0.00		
Additional Info:				
Manufactured Home Double-Wide: 1	Reactivated: No	Plumber to Install Water & Sewer: No	Subdivision:	Watershed: CAPE FEAR / LEE COUNTY
Acres: 13.9206	Power Co.: CEMC			
Description: PLUMBING OF 28'X56' DOUBLE-WIDE SET UP MH				
PLMR-002410-2019	Type: Plumbing (Residential)	District: Lee County (Unincorporated)	Main Address:	201 Sainsbury Place
Status: Issued	Workclass: New	Project:	Parcel: 9519-69-4197-00	Sanford, NC 27330
Application Date: 07/08/2019	Issue Date: 07/08/2019	Expiration: 01/04/2020	Last Inspection:	Assigned To:
Zone: RA RA Residential Agricultural	Sq Ft: 3,850	Valuation: \$275,000.00		
Additional Info:				
Number of Full Baths: 3	Number of Half Baths: 1	Reactivated: No	Plumber to Install Water & Sewer: Yes	Subdivision: BOCA ESTATES
Acres: 1.02998	Power Co.: DUKE			
Description: PLUMBING OF NEW SFD (3 FULL/1 HALF BATH)				
PLMR-002417-2019	Type: Plumbing (Residential)	District: Sanford ETJ	Main Address:	1921 Tramway Rd
Status: Issued	Workclass: Other	Project:	Parcel: 9841-65-6890-00	Sanford, NC 27332
Application Date: 07/09/2019	Issue Date: 07/09/2019	Expiration: 01/06/2020	Last Inspection: 07/10/2019	Assigned To:
Zone: R-12 R-12 Residential Mixed	Sq Ft: 0	Valuation: \$0.00		
Additional Info:				
Reactivated: No	Plumber to Install Water & Sewer: No	Subdivision:	Acres: 0.492159	Power Co.: DUKE
Description: WATER LINE INSTALL				
PLMR-002428-2019	Type: Plumbing (Residential)	District: Lee County (Unincorporated)	Main Address:	238 Steel Bridge Rd
Status: Issued	Workclass: New	Project:	Parcel: 9622-97-4016-00	Sanford, NC 27330
Application Date: 07/10/2019	Issue Date: 07/10/2019	Expiration: 02/02/2020	Last Inspection: 08/06/2019	Assigned To:
Zone: R-20 R-20	Sq Ft: 2,370	Valuation: \$205,000.00		
Additional Info:				
Number of Bathrooms: 0	Number of Laundry Tubs: 0	Number of Spa Tubs: 0	Number of Full Baths: 2	Number of Showers: 0
Number of Half Baths: 0	Number of Lavatories: 0	Manufactured Home Single-Wide: 0	Number of Water Closets: 0	Manufactured Home Double-Wide: 0
Number of Urinals: 0	Manufactured Home Triple-Wide: 0	Number of Catch Basins: 0	Number of Dental Chairs: 0	Number of Sewer Lines: 0
Number of Water Fountains: 0	Number of Water Lines: 0	Number of Water Heaters - Gas: 0	Number of Water Heaters - Electric: 0	Number of Water Softeners: 0
Number of Kitchen Sinks: 0	Number of Can Wash Sinks: 0	Number of Water Tanks: 0	Number of Feed Water Treatments: 0	Number of Other Sinks: 0
Number of Bidets: 0	Number of Washing Machines: 0	Number of Interceptors: 0	Number of Dishwashers: 0	Number of Roof Leaders: 0
Number of Garbage Disposals: 0	Number of Gas Piplings: 0	Number of Grease Traps: 0	Other: 0	Number of Floor Drains: 0
Reactivated: No	Plumber to Install Water & Sewer: Yes	Subdivision:	Acres: 1.81	Power Co.: DUKE

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Description: PLUMBING OF NEW SFD (2 FULL BATHS)

87

PLMR-002429-2019
 Status: Issued
 Application Date: 07/10/2019
 Zone: R-20 R-20
 Additional Info:
 Number of Full Baths: 2
 Power Co.: DUKE
 Description: PLUMBING OF NEW SFD (2 FULL BATHS)

PLMR-002429-2019
 Type: Plumbing (Residential)
 Workclass: New
 Issue Date: 07/10/2019
 Sq Ft: 2,168
 District: Lee County (Unincorporated)
 Project:
 Expiration: 01/21/2020
 Valuation: \$150,000.00
 Main Address:
 Parcel: 9622-97-4016-00
 Last Inspection: 07/25/2019
 240 Steel Bridge Rd
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

Acres: 1.81

ADDRESS WAS CHANGED ON 05/08/2019, PER GIS AND LOT NUMBERS, LOT A SHOULD BE 240 STEELE BRIDGE ROAD, PH

PLMR-002457-2019
 Status: Issued
 Application Date: 07/15/2019
 Zone: R-20 R-20
 Additional Info:
 Number of Water Heaters - Gas: 1
 Acres: 0.460004
 Description: GAS WATER HEATER, WATER LINE AND GAS PIPING TO RANGE, WATER HEATER AND DRYER INSTALL

PLMR-002457-2019
 Type: Plumbing (Residential)
 Workclass: Other
 Issue Date: 07/15/2019
 Sq Ft: 0
 District: Sanford
 Project:
 Expiration: 01/20/2020
 Valuation: \$0.00
 Main Address:
 Parcel: 9632-50-4531-00
 Last Inspection: 07/24/2019
 1102 Wynns Rd
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

PLMR-002460-2019
 Status: Issued
 Application Date: 07/15/2019
 Zone: R-12 R-12 Residential Mixed
 Additional Info:
 Reactivated: No
 Description: PLUMBING OF 18' X12' BEDROOM ADDITION AND HALF BATH ADDITION 4 FIXTURES

PLMR-002460-2019
 Type: Plumbing (Residential)
 Workclass: Addition
 Issue Date: 07/15/2019
 Sq Ft: 216
 District: Sanford
 Project:
 Expiration: 01/11/2020
 Valuation: \$14,000.00
 Main Address:
 Parcel: 9652-04-7032-00
 Last Inspection:
 422 W Courland Dr
 Sanford, NC 27330
 Finaled Date:
 Assigned To:

PLMR-002479-2019
 Status: Issued
 Application Date: 07/16/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Bathrooms: 1
 Power Co.: DUKE
 Description: REPLACING EXISTING BATH TUB WITH A SAFE STEP JETTED WALK-IN TUB

PLMR-002479-2019
 Type: Plumbing (Residential)
 Workclass: Alteration
 Issue Date: 07/16/2019
 Sq Ft: 0
 District: Lee County (Unincorporated)
 Project:
 Expiration: 01/12/2020
 Valuation: \$0.00
 Main Address:
 Parcel: 9671-25-7972-00
 Last Inspection:
 586 Country Way
 Sanford, NC 27332
 Finaled Date:
 Assigned To:

PLMR-002487-2019
 Status: Issued
 Application Date: 07/16/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Bathrooms: 1
 Power Co.: DUKE
 Description: REPLACING EXISTING BATH TUB WITH A SAFE STEP JETTED WALK-IN TUB

PLMR-002487-2019
 Type: Plumbing (Residential)
 Workclass: Alteration
 Issue Date: 07/16/2019
 Sq Ft: 0
 District: Lee County (Unincorporated)
 Project:
 Expiration: 01/12/2020
 Valuation: \$0.00
 Main Address:
 Parcel: 9549-82-8980-00
 Last Inspection:
 6449 Swanns Station Rd
 Sanford, NC 27332
 Finaled Date:
 Assigned To:

PLMR-002487-2019
 Status: Issued
 Application Date: 07/16/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Bathrooms: 1
 Power Co.: DUKE
 Description: REPLACING EXISTING BATH TUB WITH A SAFE STEP JETTED WALK-IN TUB

PLMR-002487-2019
 Type: Plumbing (Residential)
 Workclass: Alteration
 Issue Date: 07/16/2019
 Sq Ft: 0
 District: Lee County (Unincorporated)
 Project:
 Expiration: 01/12/2020
 Valuation: \$0.00
 Main Address:
 Parcel: 9549-82-8980-00
 Last Inspection:
 6449 Swanns Station Rd
 Sanford, NC 27332
 Finaled Date:
 Assigned To:

PLMR-002487-2019
 Status: Issued
 Application Date: 07/16/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Bathrooms: 1
 Power Co.: DUKE
 Description: REPLACING EXISTING BATH TUB WITH A SAFE STEP JETTED WALK-IN TUB

PLMR-002487-2019
 Type: Plumbing (Residential)
 Workclass: Alteration
 Issue Date: 07/16/2019
 Sq Ft: 0
 District: Lee County (Unincorporated)
 Project:
 Expiration: 01/12/2020
 Valuation: \$0.00
 Main Address:
 Parcel: 9549-82-8980-00
 Last Inspection:
 6449 Swanns Station Rd
 Sanford, NC 27332
 Finaled Date:
 Assigned To:

PLMR-002487-2019
 Status: Issued
 Application Date: 07/16/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Bathrooms: 1
 Power Co.: DUKE
 Description: REPLACING EXISTING BATH TUB WITH A SAFE STEP JETTED WALK-IN TUB

PLMR-002487-2019
 Type: Plumbing (Residential)
 Workclass: Alteration
 Issue Date: 07/16/2019
 Sq Ft: 0
 District: Lee County (Unincorporated)
 Project:
 Expiration: 01/12/2020
 Valuation: \$0.00
 Main Address:
 Parcel: 9549-82-8980-00
 Last Inspection:
 6449 Swanns Station Rd
 Sanford, NC 27332
 Finaled Date:
 Assigned To:

PLMR-002487-2019
 Status: Issued
 Application Date: 07/16/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Bathrooms: 1
 Power Co.: DUKE
 Description: REPLACING EXISTING BATH TUB WITH A SAFE STEP JETTED WALK-IN TUB

PLMR-002487-2019
 Type: Plumbing (Residential)
 Workclass: Alteration
 Issue Date: 07/16/2019
 Sq Ft: 0
 District: Lee County (Unincorporated)
 Project:
 Expiration: 01/12/2020
 Valuation: \$0.00
 Main Address:
 Parcel: 9549-82-8980-00
 Last Inspection:
 6449 Swanns Station Rd
 Sanford, NC 27332
 Finaled Date:
 Assigned To:

PLMR-002487-2019
 Status: Issued
 Application Date: 07/16/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Bathrooms: 1
 Power Co.: DUKE
 Description: REPLACING EXISTING BATH TUB WITH A SAFE STEP JETTED WALK-IN TUB

PLMR-002487-2019
 Type: Plumbing (Residential)
 Workclass: Alteration
 Issue Date: 07/16/2019
 Sq Ft: 0
 District: Lee County (Unincorporated)
 Project:
 Expiration: 01/12/2020
 Valuation: \$0.00
 Main Address:
 Parcel: 9549-82-8980-00
 Last Inspection:
 6449 Swanns Station Rd
 Sanford, NC 27332
 Finaled Date:
 Assigned To:

PLMR-002487-2019
 Status: Issued
 Application Date: 07/16/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Bathrooms: 1
 Power Co.: DUKE
 Description: REPLACING EXISTING BATH TUB WITH A SAFE STEP JETTED WALK-IN TUB

PLMR-002487-2019
 Type: Plumbing (Residential)
 Workclass: Alteration
 Issue Date: 07/16/2019
 Sq Ft: 0
 District: Lee County (Unincorporated)
 Project:
 Expiration: 01/12/2020
 Valuation: \$0.00
 Main Address:
 Parcel: 9549-82-8980-00
 Last Inspection:
 6449 Swanns Station Rd
 Sanford, NC 27332
 Finaled Date:
 Assigned To:

PLMR-002487-2019
 Status: Issued
 Application Date: 07/16/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Bathrooms: 1
 Power Co.: DUKE
 Description: REPLACING EXISTING BATH TUB WITH A SAFE STEP JETTED WALK-IN TUB

PLMR-002487-2019
 Type: Plumbing (Residential)
 Workclass: Alteration
 Issue Date: 07/16/2019
 Sq Ft: 0
 District: Lee County (Unincorporated)
 Project:
 Expiration: 01/12/2020
 Valuation: \$0.00
 Main Address:
 Parcel: 9549-82-8980-00
 Last Inspection:
 6449 Swanns Station Rd
 Sanford, NC 27332
 Finaled Date:
 Assigned To:

PLMR-002487-2019
 Status: Issued
 Application Date: 07/16/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Bathrooms: 1
 Power Co.: DUKE
 Description: REPLACING EXISTING BATH TUB WITH A SAFE STEP JETTED WALK-IN TUB

PLMR-002487-2019
 Type: Plumbing (Residential)
 Workclass: Alteration
 Issue Date: 07/16/2019
 Sq Ft: 0
 District: Lee County (Unincorporated)
 Project:
 Expiration: 01/12/2020
 Valuation: \$0.00
 Main Address:
 Parcel: 9549-82-8980-00
 Last Inspection:
 6449 Swanns Station Rd
 Sanford, NC 27332
 Finaled Date:
 Assigned To:

PLMR-002487-2019
 Status: Issued
 Application Date: 07/16/2019
 Zone: RA RA Residential Agricultural
 Additional Info:
 Number of Bathrooms: 1
 Power Co.: DUKE
 Description: REPLACING EXISTING BATH TUB WITH A SAFE STEP JETTED WALK-IN TUB

PLMR-002487-2019
 Type: Plumbing (Residential)
 Workclass: Alteration
 Issue Date: 07/16/2019
 Sq Ft: 0
 District: Lee County (Unincorporated)
 Project:
 Expiration: 01/12/2020
 Valuation: \$0.00
 Main Address:
 Parcel: 9549-82-8980-00
 Last Inspection:
 6449 Swanns Station Rd
 Sanford, NC 27332
 Finaled Date:
 Assigned To:

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Power Co.: DUKE

Description: REPLACING EXISTING BATH TUB WITH A SAFE STEP JETTED WALK-IN TUB

PLMR-002522-2019

Status: Complete
Application Date: 07/18/2019
Zone: RA RA Residential Agricultural
Additional Info:
Number of Water Heaters - Gas: 1
Watershed: DEEP RIVER / LEE
COUNTY
Description: GAS HEATING UNIT WITH GAS PIPING WITH TRANSFERRED DETACHED ACCESSORY BUILDING W/ KITCHEN TRANSFERRED FROM DESKTOP VERSION ON 05/06/2019, OLD PERMIT #RES-6-18-31534, FEES WERE PAID WITHIN DESKTOP VERSION, PH

Type: Plumbing (Residential)
Workclass: New
Issue Date: 07/18/2019
Sq Ft: 0
Valuation: \$25,000.00
Reactivated: No
Power Co.: DUKE
District: Lee County (Unincorporated)
Project:
Expiration: 01/21/2020
Valuation: \$25,000.00
Main Address:
Parcel: 9625-86-9326-00
Last Inspection: 07/25/2019
Assigned To:
957 Curnnock Rd
Sanford, NC 27330
Finaled Date: 07/25/2019

Number of Gas Pippings: 1
Acres: 1.28
Pumber to Install Water & Sewer: No
Subdivision:

PLMR-002524-2019

Status: Issued
Application Date: 07/18/2019
Zone: RA RA Residential Agricultural
Additional Info:
Number of Full Baths: 2
Power Co.: DUKE
Description: PLUMBING OF NEW SFD (2 FULL BATHS)

Type: Plumbing (Residential)
Workclass: New
Issue Date: 07/18/2019
Sq Ft: 3,719
Valuation: \$240,000.00
Reactivated: No
Pumber to Install Water & Sewer: Yes
Subdivision: THOMAS, MILDRED C
Acres: 1.16
District: Lee County (Unincorporated)
Project:
Expiration: 01/20/2020
Valuation: \$240,000.00
Main Address:
Parcel: 9661-94-0139-00
Last Inspection: 07/24/2019
Assigned To:
832 Cox Maddox Rd
Sanford, NC 27332
Finaled Date:

Subdivision:
Acres: 0.178974
Power Co.: DUKE
Description: 8 FIXTURES FOR INTERIOR RENOVATIONS TO EXISTING SFD, NO PROPOSED ADDITIONAL GFA TO BE CONSTRUCTED, FLOORING REPLACEMENT, NEW PLUMBING AND ELECTRICAL WORK TO BE COMPLETED WITHIN EXISTING SFD.

PLMR-002536-2019

Status: Issued
Application Date: 07/19/2019
Zone: R-12 R-12 Residential Mixed
Additional Info:
Reactivated: No
Description: PLUMBING OF NEW SFD (2 FULL BATHS)

Type: Plumbing (Residential)
Workclass: Alteration
Issue Date: 07/19/2019
Sq Ft: 0
Valuation: \$12,500.00
Subdivision:
Acres: 0.178974
Power Co.: DUKE
District: Sanford
Project:
Expiration: 01/15/2020
Valuation: \$12,500.00
Main Address:
Parcel: 9642-85-6786-00
Last Inspection:
Assigned To:
416 Evergreen Ln
Sanford, NC 27330
Finaled Date:

Type: Plumbing (Residential)
Workclass: New
Issue Date: 07/22/2019
Sq Ft: 3,089
Valuation: \$200,000.00
Pumber to Install Water & Sewer: Yes
Subdivision:
Acres: 2.03
District: Lee County (Unincorporated)
Project:
Expiration: 02/02/2020
Valuation: \$200,000.00
Main Address:
Parcel: 9621-62-3700-00
Last Inspection: 08/06/2019
Assigned To:
715 Pyrant Rd
Sanford, NC 27330
Finaled Date:

PLMR-002559-2019

Status: Issued
Application Date: 07/22/2019
Zone: RA RA Residential Agricultural
Additional Info:
Manufactured Home Single-Wide: 1
Reactivated: No
Pumber to Install Water & Sewer: No
Subdivision:
Assigned To:
1357 O'Quinn Rd
Sanford, NC 27330
Finaled Date:

August 08, 2019

Sanford/Lee County/Broadway

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Watershed: CAPE FEAR / LEE	Acre: 1.02184	Power Co.: CEMC
SCOUNTY		
Description: PLUMBING OF 16'X48' SINGLE WIDE		
PLMR-002561-2019	Type: Plumbing (Residential)	District: Sanford
Status: Issued	Workclass: New	Project:
Application Date: 07/23/2019	Issue Date: 07/23/2019	Expiration: 01/20/2020
Zone: R-12 R-12 Residential Mixed	Sq Ft: 2,198	Valuation: \$195,000.00
Additional Info:		
Number of Full Baths: 2	Reactivated: No	Plumber to Install Water & Sewer: No
Power Co.: DUKE		Subdivision: NOTTINGHAM
Description: PLUMBING OF NEW SFD		
PLMR-002562-2019	Type: Plumbing (Residential)	District: Sanford
Status: Issued	Workclass: New	Project: NOTTINGHAM
Application Date: 07/23/2019	Issue Date: 07/23/2019	Expiration: 01/26/2020
Zone: R-12 R-12 Residential Mixed	Sq Ft: 2,913	Valuation: \$220,000.00
Additional Info:		
Number of Full Baths: 2	Reactivated: No	Plumber to Install Water & Sewer: No
Power Co.: DUKE		Subdivision: NOTTINGHAM
Description: PLUMBING OF NEW SFD		
PLMR-002563-2019	Type: Plumbing (Residential)	District: Sanford
Status: Issued	Workclass: Alteration	Project: MCIVER PARK
Application Date: 07/23/2019	Issue Date: 07/23/2019	Expiration: 01/27/2020
Zone: R-20 R-20	Sq Ft: 0	Valuation: \$40,000.00
Additional Info:		
Number of Lavatories: 3	Number of Water Closets: 1	Reactivated: No
Acre: 0.522465	Power Co.: DUKE	Plumber to Install Water & Sewer: No
Description: 4 FIXTURES FOR PROPOSED INTERIOR RENOVATIONS TO EXISTING SFD. BATHROOM RENOVATIONS PROPOSED, INCLUDING PLUMBING AND ELECTRICAL WORK.		
PLMR-002566-2019	Type: Plumbing (Residential)	District: Lee County (Unincorporated)
Status: Issued	Workclass: New	Project:
Application Date: 07/23/2019	Issue Date: 07/23/2019	Expiration: 01/19/2020
Zone: RA RA Residential Agricultural	Sq Ft: 6,294	Valuation: \$180,000.00
Additional Info:		
Number of Full Baths: 2	Number of Half Baths: 1	Reactivated: No
Acre: 2.11367	Power Co.: CEMC	Plumber to Install Water & Sewer: Yes
Description: PLUMBING OF NEW SFD (2 FULL BATHS, 1 HALF BATH)		Subdivision: RIVER FALLS
PLMR-002569-2019	Type: Plumbing (Residential)	District: Lee County (Unincorporated)
Status: Issued	Workclass: New	Project: FRANKLIN CHASE
Application Date: 07/24/2019	Issue Date: 07/26/2019	Expiration: 01/22/2020
Zone:	Sq Ft: 2,315	Valuation: \$150,000.00
Additional Info:		
Number of Full Baths: 2	Reactivated: No	Plumber to Install Water & Sewer: Yes
		Subdivision: FRANKLIN CHASE

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Description: PLUMBING OF NEW SFD (2 FULL BATHS)

PLMR-002585-2019	Type: Plumbing (Residential)	District: Broadway	Main Address:	109 W Lake Dr
Status: Issued	Workclass: New	Project: WATSON, E C	Parcel: 9682-50-5097-00	Broadway, NC 27505
Application Date: 07/25/2019	Issue Date: 07/25/2019	Expiration: 01/22/2020	Last Inspection: 07/26/2019	Finalized Date:
Zone: R-20 R-20	Sq Ft: 4,461	Valuation: \$290,000.00		Assigned To:
Additional Info:				
Number of Full Baths: 3	Number of Half Baths: 1	Reactivated: No	Plumber to Install Water & Sewer: Yes	Subdivision: WATSON, E C
Acres: 0.717774	Power Co.: DUKE			
Description: PLUMBING OF NEW SFD (3 FULL BATHS/ 1 HALF BATH)				

PLMR-002594-2019	Type: Plumbing (Residential)	District: Lee County (Unincorporated)	Main Address:	23 Joels Ln
Status: Issued	Workclass: Manufactured Home	Project:	Parcel: 9610-95-7129-00	Sanford, NC 27330
Application Date: 07/25/2019	Issue Date: 07/25/2019	Expiration: 01/25/2020	Last Inspection: 07/29/2019	Finalized Date:
Zone: RA RA Residential Agricultural	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Manufactured Home Double-Wide: 1	Reactivated: No	Plumber to Install Water & Sewer: No	Subdivision:	Acres: 2.03
Power Co.: CEMC				
Description: PLUMBING OF 2018 28X76' DOUBLE-WIDE MH SET UP				

PLMR-002595-2019	Type: Plumbing (Residential)	District: Lee County (Unincorporated)	Main Address:	560 Old Wagon Ln
Status: Complete	Workclass: Manufactured Home	Project:	Parcel: 9620-61-3890-00	Sanford, NC 27332
Application Date: 07/25/2019	Issue Date: 07/25/2019	Expiration: 01/28/2020	Last Inspection: 08/01/2019	Finalized Date: 08/01/2019
Zone: RA RA Residential Agricultural	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Manufactured Home Single-Wide: 1	Reactivated: No	Plumber to Install Water & Sewer: No	Subdivision:	Acres: 69.4482
Power Co.: CEMC				
Description: PLUMBING OF SET UP OF SINGLE WIDE				

PLMR-002608-2019	Type: Plumbing (Residential)	District: Sanford	Main Address:	2313 Cool Springs Rd
Status: Issued	Workclass: Other	Project:	Parcel:	Sanford, NC 27330
Application Date: 07/29/2019	Issue Date: 07/29/2019	Expiration: 01/26/2020	Last Inspection: 07/30/2019	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Reactivated: No	Plumber to Install Water & Sewer: No			
Description: WATER LINE INSTALL				

PLMR-002611-2019	Type: Plumbing (Residential)	District: Sanford	Main Address:	132 Rosemont Ln
Status: Issued	Workclass: New	Project:	Parcel: 9642-18-9915-00	Sanford, NC 27330
Application Date: 07/29/2019	Issue Date: 07/29/2019	Expiration: 02/03/2020	Last Inspection: 08/07/2019	Finalized Date:
Zone: CZ CZ	Sq Ft: 3,326	Valuation: \$370,000.00		Assigned To:
Additional Info:				
Number of Full Baths: 3	Reactivated: No	Plumber to Install Water & Sewer: Yes	Subdivision: ROSEMONT	Acres: 0.26
Power Co.: DUKE				
Description: PLUMBING OF NEW SFD (3 FULL BATHS)				

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

PLMR-002612-2019	Type: Plumbing (Residential)	District: Sanford	Main Address:	3206 Courtney Ln
Status: Issued	Workclass: Other	Project:	Parcel:	Sanford, NC 27330
Application Date: 07/29/2019	Issue Date: 07/29/2019	Expiration: 01/26/2020	Last Inspection: 07/30/2019	Finalized Date:
Zone: R-14 R-14 Residential	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Reactivated: No	Plumber to Install Water & Sewer: No			
Description: SEWER LINE INSTALL				

PLMR-002619-2019	Type: Plumbing (Residential)	District: Lee County (Unincorporated)	Main Address:	761 Turnbury Ct
Status: Issued	Workclass: Alteration	Project:	Parcel:	Sanford, NC 27332
Application Date: 07/29/2019	Issue Date: 07/29/2019	Expiration: 01/25/2020	Last Inspection:	Finalized Date:
Zone:	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Number of Bathtubs: 1	Number of Showers: 1	Number of Water Closets: 2	Number of Other Sinks: 3	Reactivated: No
Plumber to Install Water & Sewer: No				
Description: 7 FIXTURES (3 BATHROOM SINKS, 1 BATH TUB, 1 SHOWER, 2 WATER CLOSETS) SCOPE OF WORK IS FOR 2 BATHROOMS WITHIN THE HOME.				

PLMR-002628-2019	Type: Plumbing (Residential)	District: Sanford	Main Address:	2001 Spring Ln
Status: Issued	Workclass: New	Project:	Parcel: 9633-52-4740-00	Sanford, NC 27330
Application Date: 07/30/2019	Issue Date: 07/30/2019	Expiration: 01/27/2020	Last Inspection: 07/31/2019	Finalized Date:
Zone: R-14 R-14 Residential	Sq Ft: 1,200	Valuation: \$110,000.00		Assigned To:
Additional Info:				
Number of Full Baths: 2	Reactivated: No	Plumber to Install Water & Sewer: Yes	Subdivision:	Acres: 0.46
Power Co.: DUKE				
Description: PLUMBING OF NEW SFD (2 FULL BATHS)				

PLMR-002632-2019	Type: Plumbing (Residential)	District: Lee County (Unincorporated)	Main Address:	1521 Blackstone Rd
Status: Issued	Workclass: Manufactured Home	Project:	Parcel: 9611-42-2053-00	Sanford, NC 27330
Application Date: 07/30/2019	Issue Date: 07/30/2019	Expiration: 01/26/2020	Last Inspection:	Finalized Date:
Zone: RA RA Residential Agricultural	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Manufactured Home Single-Wide: 1	Reactivated: No	Plumber to Install Water & Sewer: Yes	Subdivision:	Acres: 10.1036
Power Co.: DUKE				
Description: PLUMBING SET UP OF EXISTING SINGLE WIDE MANUFACTURED HOME				

PLMR-002638-2019	Type: Plumbing (Residential)	District: Sanford	Main Address:	215 Southwick Ct
Status: Issued	Workclass: New	Project: PARK AT SOUTH PARK	Parcel: 9660-08-3993-00	Sanford, NC 27330
Application Date: 07/31/2019	Issue Date: 07/31/2019	Expiration: 01/28/2020	Last Inspection: 08/01/2019	Finalized Date:
Zone: R-14 R-14 Residential	Sq Ft: 2,281	Valuation: \$155,000.00		Assigned To:
Additional Info:				
Number of Full Baths: 2	Reactivated: No	Plumber to Install Water & Sewer: No	Subdivision: PARK AT SOUTH PARK	Acres: 0.68
Power Co.: DUKE				
Description: NEW SFD				

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

PLMR-002639-2019	Type: Plumbing (Residential)	District: Sanford	Main Address:	211 Southwick Ct
Status: Issued	Workclass: New	Project: PARK AT SOUTH PARK	Parcel: 9660-08-4821-00	Sanford, NC 27330
Application Date: 07/31/2019	Issue Date: 07/31/2019	Expiration: 02/01/2020	Last Inspection: 08/05/2019	Finalized Date:
Zone: R-10/MH R-10/MH	Sq Ft: 2,226	Valuation: \$155,000.00		Assigned To:
Additional Info:				
Number of Full Baths: 2	Reactivated: No	Plumber to Install Water & Sewer: No	Subdivision: PARK AT SOUTH PARK	Acres: 0.41
Power Co.: DUKE				
Description: PLUMBING OF NEW SFD				
PLMR-002640-2019	Type: Plumbing (Residential)	District: Sanford	Main Address:	207 Southwick Ct
Status: Issued	Workclass: New	Project: PARK AT SOUTH PARK	Parcel: 9660-08-4793-00	Sanford, NC 27330
Application Date: 07/31/2019	Issue Date: 07/31/2019	Expiration: 02/01/2020	Last Inspection: 08/05/2019	Finalized Date:
Zone: R-14 R-14 Residential	Sq Ft: 2,096	Valuation: \$150,000.00		Assigned To:
Additional Info:				
Number of Full Baths: 2	Reactivated: No	Plumber to Install Water & Sewer: No	Subdivision: PARK AT SOUTH PARK	Acres: 0.5
Power Co.: DUKE				
Description: NEW SFD				
PLMR-002641-2019	Type: Plumbing (Residential)	District: Sanford	Main Address:	203 Southwick Ct
Status: Issued	Workclass: New	Project: PARK AT SOUTH PARK	Parcel: 9660-08-5633-00	Sanford, NC 27330
Application Date: 07/31/2019	Issue Date: 07/31/2019	Expiration: 02/01/2020	Last Inspection: 08/05/2019	Finalized Date:
Zone: R-10/MH R-10/MH	Sq Ft: 4,269	Valuation: \$150,000.00		Assigned To:
Additional Info:				
Number of Full Baths: 2	Reactivated: No	Plumber to Install Water & Sewer: No	Subdivision: PARK AT SOUTH PARK	Acres: 0.58
Power Co.: DUKE				
Description: NEW SFD				
PLMR-002642-2019	Type: Plumbing (Residential)	District: Sanford	Main Address:	137 Tyvola St
Status: Issued	Workclass: New	Project: PARK AT SOUTH PARK	Parcel: 9660-08-6412-00	Sanford, NC 27330
Application Date: 07/31/2019	Issue Date: 07/31/2019	Expiration: 02/01/2020	Last Inspection: 08/05/2019	Finalized Date:
Zone: R-10/MH R-10/MH	Sq Ft: 2,281	Valuation: \$150,000.00		Assigned To:
Additional Info:				
Number of Full Baths: 2	Reactivated: No	Plumber to Install Water & Sewer: No	Subdivision: PARK AT SOUTH PARK	Acres: 0.84
Power Co.: DUKE				
Description: PLUMBING OF NEW SFD				
PLMR-002643-2019	Type: Plumbing (Residential)	District: Sanford	Main Address:	125 Tyvola St
Status: Issued	Workclass: New	Project: PARK AT SOUTH PARK	Parcel: 9660-08-9511-00	Sanford, NC 27330
Application Date: 07/31/2019	Issue Date: 07/31/2019	Expiration: 02/01/2020	Last Inspection: 08/05/2019	Finalized Date:
Zone: CZ CZ	Sq Ft: 2,246	Valuation: \$175,000.00		Assigned To:
Additional Info:				
Number of Full Baths: 2	Reactivated: No	Plumber to Install Water & Sewer: No	Subdivision: PARK AT SOUTH PARK	Acres: 0.81
Power Co.: DUKE				
Description: PLUMBING OF NEW SFD				

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

POOL-002644-2019	Type: Plumbing (Residential)	District: Sanford	Main Address:	117 Westchase Run
Status: Issued	Workclass: New	Project:	Parcel: 9632-15-7127-00	Sanford, NC
Application Date: 07/31/2019	Issue Date: 07/31/2019	Expiration: 01/27/2020	Last Inspection:	Final Date:
Zone: R-20 R-20	Sq Ft: 5,299	Valuation: \$484,350.00		Assigned To:
Additional Info:				
Number of Full Baths: 3	Number of Half Baths: 1	Reactivated: No	Plumber to Install Water & Sewer: No	Subdivision: CHANCELLOR'S RIDGE
Acres: 0.861736	Power Co.: DUKE			
Description: NEW SFD				

PERMITS ISSUED FOR PLUMBING (RESIDENTIAL): 39

POOL

POOL-002481-2019	Type: Pool	District: Lee County (Unincorporated)	Main Address:	421 Reynwood Vista Ln
Status: Issued	Workclass: Residential	Project:	Parcel: 9623-86-5880-00	Sanford, NC 27330
Application Date: 07/16/2019	Issue Date: 07/16/2019	Expiration: 01/12/2020	Last Inspection:	Final Date:
Zone: RR RR	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Number of Pools: 1	Number of Gallons: 0	Pool Length: 0	Pool Width: 0	Pool Height: 0
Pool Diameter: 0	Watershed: DEEP RIVER / LEE COUNTY	Acres: 10.4697	Power Co.: DUKE	Subdivision: REYNWOOD
Description: SWIMMING POOL				

POOL-002489-2019	Type: Pool	District: Sanford	Main Address:	1436 Abercom Ln
Status: Issued	Workclass: Residential	Project:	Parcel: 9642-02-3914-00	Sanford, NC 27330
Application Date: 07/16/2019	Issue Date: 07/16/2019	Expiration: 01/12/2020	Last Inspection:	Final Date:
Zone: MF-12 MF-12 Multifamily	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Number of Pools: 1	Number of Gallons: 0	Pool Length: 0	Pool Width: 0	Pool Height: 0
Pool Diameter: 0	Acres: 0.320891	Power Co.: DUKE	Subdivision: SAVANNAH	
Description: POOL PERMIT				

POOL-002538-2019	Type: Pool	District: Sanford	Main Address:	902 Lansing St
Status: Issued	Workclass: Residential	Project:	Parcel: 9642-74-9718-00	Sanford, NC 27330
Application Date: 07/19/2019	Issue Date: 07/19/2019	Expiration: 01/15/2020	Last Inspection:	Final Date:
Zone: R-6 R-6	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Number of Pools: 1	Number of Gallons: 0	Pool Length: 0	Pool Width: 0	Pool Height: 0
Pool Diameter: 0	Acres: 0.228859	Power Co.: DUKE	Subdivision:	
Description: POOL PERMIT				

POOL-002584-2019	Type: Pool	District: Sanford	Main Address:	177 Willowridge Dr
Status: Issued	Workclass: Residential	Project:	Parcel:	Sanford, NC 27332
Application Date: 07/24/2019	Issue Date: 07/24/2019	Expiration: 01/20/2020	Last Inspection:	Final Date:
Zone:	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Number of Pools: 1 Number of Gallons: 0 Pool Length: 0 Pool Width: 0 Pool Height: 0
 Pool Diameter: 0
 Description: IN-GROUND SWIMMING POOL INSTALL

SIGN-002622-2019
 Status: Issued Type: Pool District: Sanford Main Address: 1308 Cedarhurst Dr
 Application Date: 07/29/2019 Workclass: Residential Project: Parcel: Sanford, NC 27332
 Zone: Issue Date: 07/29/2019 Expiration: 01/29/2020 Last Inspection: 08/02/2019
 Additional Info: Sq Ft: 0 Valuation: \$0.00 Assigned To:
 Number of Pools: 1 Number of Gallons: 0 Pool Length: 0 Pool Width: 0 Pool Height: 0
 Pool Diameter: 27
 Description: ABOVE GROUND SWIMMING POOL INSTALL

PERMITS ISSUED FOR POOL: 5

SIGN

SIGN-001595-2019
 Status: Issued Type: Sign District: Sanford Main Address: 2807 S Horner Blvd
 Application Date: 04/30/2019 Workclass: New Project: Parcel: 9652-80-6718-00
 Zone: L1 L1 Light Industrial Issue Date: 07/22/2019 Expiration: 01/18/2020 Last Inspection:
 Additional Info: Sq Ft: 0 Valuation: \$0.00 Assigned To:
 Awning: No Banner (Temporary): 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.): 18.8 Tenant/Bldg Front (L.N.FT.): 65 Total Signage on Premises (SQ.FT.): 18.8
 Subdivision: Acres: 1.25 Power Co.: DUKE
 Description: (1) WALL SIGN & FACE REPLACEMENT

SIGN-002337-2019
 Status: Issued Type: Sign District: Sanford Main Address: 800 N Horner Blvd
 Application Date: 06/28/2019 Workclass: New Project: Parcel: 9643-33-9229-00
 Zone: C-2 C-2 General Commercial Issue Date: 07/02/2019 Expiration: 12/29/2019 Last Inspection:
 Additional Info: Sq Ft: 0 Valuation: \$0.00 Assigned To:
 Awning: No Banner (Temporary): 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 Subdivision: EUREKA HEIGHTS Acres: 0.971376 Power Co.: DUKE
 Description: (1) WALL SIGN FOR "DOMINION ENERGY"

SIGN-002394-2019
 Status: Issued Type: Sign District: Sanford Main Address: 4560 Nc 87 Hwy
 Application Date: 07/05/2019 Workclass: New Project: Parcel: 9660-48-0978-00
 Zone: C-2 C-2 General Commercial Issue Date: 07/05/2019 Expiration: 01/01/2020 Last Inspection: Sanford, NC 27332
 Additional Info: Sq Ft: 0 Valuation: \$0.00 Assigned To:
 Assigned To:

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Awning: No	Banner (Temporary): No	Billboard: No	Canopy: No	Construction: No
Directory: No	Free Standing Ground: No	Identification: No	Lighted: Yes	Monument: No
Multiple Business: No	Parapet: No	Permanent: Yes	Pylon: No	Temporary: No
Wall: Yes	Number of Signs: 1	Subdivision: SOUTHPARK	Acres: 1.48407	Power Co.: DUKE
Description: 1 PERMANENT, LIGHTED, WALL SIGN				
SIGN-002414-2019	Type: Sign	District: Sanford	Main Address:	1947 S Homer Blvd
Status: Issued	Workclass: New	Project:	Parcel: 9652-44-5508-00	Sanford, NC 27330
Application Date: 07/09/2019	Issue Date: 07/10/2019	Expiration: 01/06/2020	Last Inspection:	Final Date:
Zone: C-2 C-2 General Commercial	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Awning: No	Banner (Temporary): 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	Subdivision:	Acres: 6.39	Power Co.: DUKE
Description: (1) 5X10' WALL SIGN FOR COUNTRY FAIR HOMES				
SIGN-002420-2019	Type: Sign	District: Sanford	Main Address:	3207 Lee Ave
Status: Issued	Workclass: New	Project:	Parcel: 9651-86-5124-00	Sanford, NC 27332
Application Date: 07/09/2019	Issue Date: 07/23/2019	Expiration: 01/19/2020	Last Inspection:	Final Date:
Zone: L1 L1 Light Industrial	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Awning: No	Banner (Temporary): 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	Subdivision:	Acres: 0.903984	Power Co.: CEMC
Description: (1) WALL SIGN FOR FASTEE MART				
SIGN-002431-2019	Type: Sign	District: Sanford	Main Address:	3207 Lee Ave
Status: Issued	Workclass: New	Project:	Parcel: 9651-86-5124-00	Sanford, NC 27332
Application Date: 07/10/2019	Issue Date: 07/10/2019	Expiration: 01/06/2020	Last Inspection:	Final Date:
Zone: L1 L1 Light Industrial	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Awning: No	Banner (Temporary): No	Billboard: No	Canopy: Yes	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: No	Number of Signs: 4	Subdivision:	Acres: 0.903984	Power Co.: CEMC
Description: (4) CANOPY SIGNS- 2 SIGNS PER CANOPY, NO FEE PER PLANNING AND ZONING 7/10/19. CG				
SIGN-002433-2019	Type: Sign	District: Sanford	Main Address:	3207 Lee Ave
Status: Issued	Workclass: New	Project:	Parcel: 9651-86-5124-00	Sanford, NC 27332
Application Date: 07/10/2019	Issue Date: 07/10/2019	Expiration: 01/06/2020	Last Inspection:	Final Date:
Zone: L1 L1 Light Industrial	Sq Ft: 0	Valuation: \$0.00		Assigned To:
Additional Info:				
Awning: No	Banner (Temporary): No	Billboard: No	Canopy: No	Construction: No

PERMITS ISSUED BY TYPE (07/01/2019 TO 07/31/2019)

Director: No	Free Standing Ground: Yes	Identification: No	Lighted: No	Monument: No
Multiple Business: No	Parapet: No	Permanent: No	Pylon: No	Temporary: No
Wall: No	Subdivision:	Acres: 0.903984	Power Co.: CEMC	
Description: EXISTING FREE-STANDING GROUND SIGN FACE REPLACEMENT (NO FEE)				
PERMITS ISSUED FOR SIGN:				7
GRAND TOTAL OF PERMITS:				292

* Indicates active hold(s) on this permit