

HARNETT COUNTY BOARD OF COMMISSIONERS
County Administration Building
102 East Front Street
Lillington, North Carolina

Regular Meeting

March 21, 2016 7:00 pm

1. Call to order – Chairman Jim Burgin
2. Pledge of Allegiance – Boy Scout Troop 794, Invocation – Commissioner Abe Elmore
3. Consider additions and deletions to the published agenda
4. Consent Agenda
 - A. Minutes
 - B. Budget Amendments
 - C. Tax rebates, refunds and releases
 - D. Resolution to add roads to state system
 - E. Resolution of the Harnett County Board of Commissioners to Accept a Gift of Real Property from Mr. and Mrs. Lester C. Phillips.
 - F. Harnett County Emergency Services requests approval of the Harnett County Emergency Services Basic Life Support Training Policy. The cost of the Basic Life Support Training will consist of a fee schedule based on the agencies, organizations and individuals.
 - G. Harnett County Emergency Services requests approval of MOU regarding Assistant Medical Director in charge of Non-Traditional Practice Setting for Paramedics between County of Harnett and Daniel Christian Minor, M.D.
 - H. Harnett County Emergency Services requests approval of the EMS Assistant Medical Director contract between County of Harnett and Gregory Michael Christiansen, M.D. as the EMS Medical Director.
 - I. Administration requests approval of N.C. Department of Transportation Traffic – DOT Construction Agreement to construct a new entrance to the Harnett County Central Carolina Community College on US 421.
 - J. Harnett County Sheriff's Office requests approval of the Harnett County Detention Center Medical Plan developed by Southern Health Partners.
 - K. Harnett County Sheriff's Office requests approval to apply for a Governor Highway Safety Grant for four full-time traffic enforcement positions and four fully equipped vehicles requiring a county match of 15% (\$74,885) for the 2016/17 budget year, year, 30% of the personnel cost the second year, and 50% of the personnel cost the third year. The County will be responsible for 100% of the costs after the third year.
 - L. Harnett County Human Resources requests approval of the Harnett County Vehicle Use Policy.

- M. The Western Harnett/Overhills Area PTO Thrift Store requests waiver of their mixed trash landfill fees. Harnett County Engineer recommends, if this request is approved, waiving fees up to \$1000.
 - N. Harnett County Public Utilities requests the approval of the contract documents with MBD Consulting Engineers, P.A. for the Odor Control/Lime Feed System at Fort Bragg Wastewater Lift Station. The award of construction contract for Odor Control/Lime Feed System at Fort Bragg, in the amount of \$189,000, was awarded to ELJ Incorporated of Jacksonville, NC on February 1, 2016.
 - O. Harnett County Economic Development requests approval of listing agreement with Avison Young through January 31, 2017, with option to extend, to market certain county-owned properties for commercial development. Avison Young will be responsible for marketing the properties for sale and will be paid through a commission on properties sold.
 - P. Harnett County Cooperative Extension requests 2% cost of living increase on the Harnett County portion of the split funded Cooperative Extension employees' salaries. This will be a retroactive adjustment effective 1/1/16.
 - Q. Harnett County Finance Officer requests approval of contract with Martin Starnes & Associates, CPAs, P.A., to audit County's financial records.
5. Special Presentation
 6. Period of up to 30 minutes for informal comments allowing 3 minutes for each presentation
 7. Appointments
 8. Harnett County High School Fire Academy Presentation, Instructor Reggie Hocutt, Harnett Central High School
 9. Public Hearing – Proposed Zoning Change: Case # RZ-16-04; Landowner/Applicant: Harriet Marshall & Vivian Clark Chance et al/Erwin McNeill, Harold Gilchrist, The Smith Heirs, etc. 12.7 +/- acres out of a 27.17 acre tract; Pin #9594-35-2654; From RA-20R to Commercial; NC Hwy 24/87; Anderson Creek Township
 10. Public Hearing – UDO Text Amendment to Article V (Use Regulations), Section 1.2 (Table of Use Types and Regulations), to allow Recycling & Solid Waste Convenient Sites as a Conditional Use within the Office & Institutional and RA-40 zoning districts, Jay Sikes
 11. UDO Text Amendment to Article IV (Zoning & Overlay Districts), Section 14.1.10 (Building Height, Required), Section 14.3.5 (Compatibility Design Concept Table); Article V (Use Regulations), Section 1.2 (Table of Use Types and Regulations), Section 3.2.1 (Multifamily Residential Development: General Regulations), Section 8.2.3 (Manufacturing, Light), Section 11.8.3 (Planned Unit Development Design Guidelines); Article VII Development Design Guidelines, Section 4.0 (Sidewalk Standards), to update the U.D.O. with the current Land Use classifications as listed in new Comprehensive Land Use Plan,

12. Public Hearing concerning the approval of the execution, delivery and performance of the Contract and the Deed of Trust and the Projects to be financed thereby. The Board of Commissioners of the County of Harnett, North Carolina is considering (1) entering into an installment financing contract in an amount not to exceed \$2,200,000 to finance all or a portion of the projects identified as eligible “Qualified School Construction Bond projects” (2) executing and delivering a deed of trust, security agreement and fixture filing related to all or a portion of the County’s fee simple interest in the real property.
13. Public Hearing concerning the approval of the execution, delivery and performance of the New Contract and the New Deed of Trust and the projects to be refinanced thereby. The Board of Commissioners of the County of Harnett, North Carolina are considering approval to authorized the County to proceed to enter into a deed of trust, security agreement and fixture filing under which the County will grant a lien on in the real property. Harnett County Finance Officer requests award of the refinancing of the 2009 Certificates of Participation (COPS), \$29,075,000, to Regions Bank who submitted an interest rate of 2.20%.
14. County Manager’s Report – Joseph Jeffries, County Manager
 - Harnett County Public Health Activities Summary – Feb. 2016
 - Harnett County Board of Education Financials
15. New Business
16. Closed Session
17. Adjourn

BUDGET ORDINANCE AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Harnett, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2016

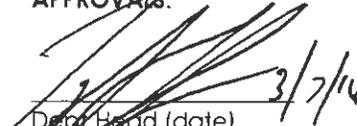
Section 1. To amend the Cooperative Extension, CCR&R Block Grant, the appropriations are to be changed as follows:

EXPENDITURE CODE NUMBER	DESCRIPTION OF CODE	AMOUNT INCREASE	AMOUNT DECREASE
110-7301-465.12-00	Salaries & Wages- Parttime	\$2,885	
110-7301-465.22-00	Fica Tax Expense	\$440	
110-7301-465.25-10	Unemployment Benefits	\$71	
110-7301-465.26-08	Workman's Comp Benefits		\$139
110-7301-465.60-33	Materials & Supplies	\$614	
110-7301-465.58-14	Travel	\$1,500	
110-7301-465.30-22	Indirect Cost	\$356	
110-7301-465.41-11	postage		\$120

REVENUE CODE NUMBER	DESCRIPTION OF CODE	AMOUNT INCREASE	AMOUNT DECREASE
110-0000-334.73-01	CCR&R Block Grant	\$5,607	

EXPLANATION: To budget the awarded contract amount for the CCR&R Block grant with Chatham County Partnership for Children. This new contract effective period is from January 1, 2016 - June 30, 2016.

APPROVALS:

 3/7/16
Dept Head (date)

 3/14/16
Finance Officer (date)

 3-15-16
County Manager (date)

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Board, and to the Budget Officer

Adopted _____

Margaret Regina Wheeler,
Clerk to the Board

Jim Burgin, Chairman
Harnett County Board of Commissioners

BUDGET ORDINANCE AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Harnett, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2016:

Section 1. To amend the General Fund, Sheriff's Department, the appropriations are to be changed as follows:

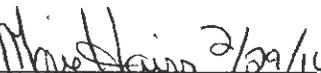
EXPENDITURE CODE NUMBER	DESCRIPTION OF CODE	AMOUNT INCREASE	AMOUNT DECREASE

REVENUE CODE NUMBER	DESCRIPTION OF CODE	AMOUNT INCREASE	AMOUNT DECREASE
110-0000-331-51-05	Bulletproof Vest Grant	5,224	
110-0000-399-00-00	Fund Balance		5,244

EXPLANATION:

To budget the Bullet proof vest funds received for budget year 2015-2016.

APPROVALS:

 2/29/16
 Department Head (date)

  3/2/16
 Finance Officer (date)

  3-7-16
 County Manager (date)

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this day of , 2016.

 Margaret Regina Daniel,
 Interim Clerk to the Board

 Jim Burgin, Chairman
 Harnett County Board of Commissioners

2676

BUDGET ORDINANCE AMENDMENT

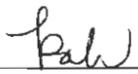
BE IT ORDAINED by the Governing Board of the County of Harnett, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2016:

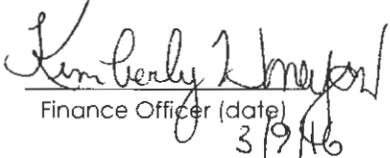
Section 1. To amend the Public Utilities Fund, the appropriations are to be changed as follows:

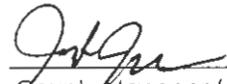
EXPENDITURE CODE NUMBER	DESCRIPTION OF CODE	AMOUNT INCREASE	AMOUNT DECREASE
531-9000-431-33-50	Contracted Services (misc)	700	
REVENUE CODE NUMBER	DESCRIPTION OF CODE	AMOUNT INCREASE	AMOUNT DECREASE
531-0000-354-01-00	Sale of other Assets	\$700	

EXPLANATION: To budget fees for sale of assets by Auction
Steel tank and Storage tanks

APPROVALS:


 Department Head (date)


 Finance Officer (date) 3/9/16

 3-17-16
 County Manager (date)

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted _____

Margaret Regina Daniel,
Clerk to the Board

Jim Burgin, Chairman
Harnett County Board of Comm

270b

234-7405-465 -BUDGET ORDINANCE AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Harnett, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2016:

Section 1. To amend the **Harnett County WIOA Youth Program Fund**, the appropriations are to be changed as follows:

EXPENDITURE CODE NUMBER	DESCRIPTION OF CODE	AMOUNT INCREASE	AMOUNT DECREASE
234-7405-465-26-09	Workers Comp-Participant		600
234-7405-465-41-13	Utilities		400
234-7405-465-58-01	Training & Meetings		500
234-7405-465-60-33	Material & Supplies		82
234-7405-465-26-08	Workers Comp	200	
234-7405-465-12-00	Salaries & Wages –Part-time	1382	

REVENUE CODE NUMBER	DESCRIPTION OF CODE	AMOUNT INCREASE	AMOUNT DECREASE

EXPLANATION: To increase budget to actual cover expenditure in the above line items.

Charlotte Leach 3-10-16 Kimberly W. Bonney 3/14/2016 Jeff Jeff 3-15-16
 Department Head (date) Finance Officer (date) County Manager (date)

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this _____ day of _____,
Charlotte Leach
 Margaret Regina Wheeler
 Clerk to the Board

 Jim Burgin, Chairman
 Harnett County Board of Commissioners

BUDGET ORDINANCE AMENDMENT - AUTOMATION

BE IT ORDAINED by the Governing Board of the County of Harnett, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2016:

Section 1. To amend the 2015 2016 Budget, Automation Enhancement Fund, the appropriations are to be changed as follows:

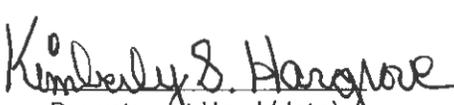
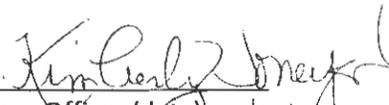
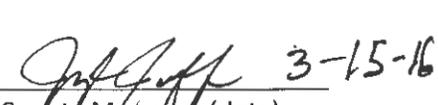
EXPENDITURE CODE NUMBER	DESCRIPTION OF CODE	AMOUNT INCREASE	AMOUNT DECREASE
230-4800-410.30-04	Operating Professional / Professional Services	12,100.00	

REVENUE CODE NUMBER	DESCRIPTION OF CODE	AMOUNT INCREASE	AMOUNT DECREASE
230-0000-399.00-00	Fund Balance Appropriated	12,100.00	

EXPLANATION

Register of Deeds needs additional funds in the Automation / Professional Services account for preservation of historical volumes.

APPROVALS:

 3/11/16
 Department Head (date)
  3/11/2016
 Finance Officer (date)
  3-15-16
 County Manager (date)

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this day of

Margaret Regina Wheeler
Clerk to the Board

Jim Burgin, Chairman
Harnett County Board of Commissioners

2746

BUDGET ORDINANCE AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Harnett, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2016:

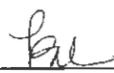
Section 1. To amend the Education Department, appropriations are to be changed as follows:

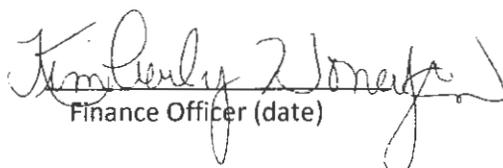
EXPENDITURE CODE NUMBER	DESCRIPTION OF CODE	AMOUNT INCREASE	AMOUNT DECREASE
110-8600-480.36-19	CCCC – DOT	\$70,000	
110-7100-465.32-79	Economic Development		\$70,000

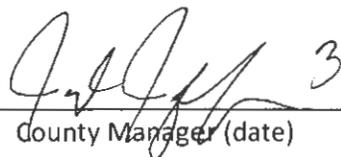
REVENUE CODE NUMBER	DESCRIPTION OF CODE	AMOUNT INCREASE	AMOUNT DECREASE

EXPLANATION: To move funds to pay the County’s portion of a turn-lane at Central Carolina Community College. The turn-lane will be installed by the NC Department of Transportation.

APPROVALS:


 Department Head (date)


 Finance Officer (date)

 3-17-16
 County Manager (date)

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this day of , .

 Margaret Regina Wheeler
 Clerk to the Board

 Jim Burgin, Chairman
 Harnett County Board of Commissioners

2786

Date run: 3/11/2016 4:23:09 PM

TR-304 Bill Release Report

NCPTS V4

Data as of: 3/10/2016 8:22:27 PM

Report Parameters:

Release Date Start: **2/1/2016** Release Date End: **2/29/2016**

Tax District: **ALL**

Default Sort-By: **Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount**

Grouping: **Tax District, Release Reason**

Bill #	Taxpayer Name	Bill Date	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after Release(\$)
TAX DISTRICT: ANDERSON CREEK FIRE RELEASE REASON: Adjustment							
0000051449-2006-2006-0000-00-REG	STRAWDER, BONNIE JEAN	8/6/2006	JENNY HARROP	2/5/2016	101.59	101.59	0.00
0000051449-2007-2007-0000-00-REG	STRAWDER, BONNIE JEAN	7/2/2007	JENNY HARROP	2/5/2016	101.59	101.59	0.00
0000051449-2008-2008-0000-00-REG	STRAWDER, BONNIE JEAN	8/3/2008	JENNY HARROP	2/5/2016	101.59	101.59	0.00
0000051449-2009-2009-0000-00-REG	STRAWDER, BONNIE JEAN	8/27/2009	JENNY HARROP	2/5/2016	119.45	119.45	0.00
0000051449-2010-2010-0000-00-REG	STRAWDER, BONNIE JEAN	7/9/2010	JENNY HARROP	2/5/2016	119.45	119.45	0.00
0000051449-2011-2011-0000-00-REG	STRAWDER, BONNIE JEAN	8/5/2011	JENNY HARROP	2/5/2016	119.45	119.45	0.00
0000051449-2012-2012-0000-00-REG	STRAWDER, BONNIE JEAN	7/26/2012	JENNY HARROP	2/5/2016	119.45	119.45	0.00
0000051449-2013-2013-0000-00-REG	STRAWDER, BONNIE JEAN	8/7/2013	JENNY HARROP	2/5/2016	119.45	119.45	0.00
0000051449-2014-2014-0000-00-REG	STRAWDER, BONNIE JEAN	8/9/2014	JENNY HARROP	2/5/2016	119.45	119.45	0.00
0000051449-2015-2015-0000-00-REG	STRAWDER, BONNIE JEAN	8/8/2015	JENNY HARROP	2/5/2016	119.45	119.45	0.00
0000051450-2006-2006-0000-00-REG	STRAWDER, BONNIE JEAN	8/6/2006	JENNY HARROP	2/5/2016	2.64	2.64	0.00
0000051450-2007-2007-0000-00-REG	STRAWDER, BONNIE JEAN	7/2/2007	JENNY HARROP	2/5/2016	2.64	2.64	0.00

Bill #	Taxpayer Name	Bill Date	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after Release(\$)
0000051450-2008-2008-0000-00-REG	STRAWDER, BONNIE JEAN	8/3/2008	JENNY HARROP	2/5/2016	2.64	2.64	0.00
0000051450-2009-2009-0000-00-REG	STRAWDER, BONNIE JEAN	8/27/2009	JENNY HARROP	2/5/2016	3.08	3.08	0.00
0000051450-2010-2010-0000-00-REG	STRAWDER, BONNIE JEAN	7/9/2010	JENNY HARROP	2/5/2016	3.08	3.08	0.00
0000051450-2011-2011-0000-00-REG	STRAWDER, BONNIE JEAN	8/5/2011	JENNY HARROP	2/5/2016	3.08	3.08	0.00
0000051450-2012-2012-0000-00-REG	STRAWDER, BONNIE JEAN	7/26/2012	JENNY HARROP	2/5/2016	3.08	3.08	0.00
0000051450-2013-2013-0000-00-REG	STRAWDER, BONNIE JEAN	8/7/2013	JENNY HARROP	2/5/2016	3.08	3.08	0.00
0000051450-2014-2014-0000-00-REG	STRAWDER, BONNIE JEAN	8/9/2014	JENNY HARROP	2/5/2016	3.08	3.08	0.00
0000051450-2015-2015-0000-00-REG	STRAWDER, BONNIE JEAN	8/8/2015	JENNY HARROP	2/5/2016	3.08	3.08	0.00
Subtotal						1,170.40	
TAX DISTRICT: ANDERSON CREEK FIRE RELEASE REASON: Removal of SW Fee							
0000060099-2015-2015-0000-00-REG	THARP, MEL GARRETT	8/8/2015	STACIE TAYLOR	2/29/2016	16.50	0.00	16.50
Subtotal						0.00	
TAX DISTRICT: ANDERSON CREEK FIRE RELEASE REASON: SMALL UNDERPAYMENT							
0000057514-2015-2015-0000-00-REG	WELCH, GWENDOLYN MYATT	8/8/2015	KIMBERLY BAKER	2/10/2016	91.45	0.01	91.44
0001429213-2008-2008-0000-00-REG	JABO, JENNIFER MARIE	2/2/2009	KIMBERLY BAKER	2/19/2016	1.31	0.09	1.22
0001761228-2015-2015-0000-00-REG	MARIA MEDICAL CENTER	8/8/2015	PEGGY BAREFOOT	2/22/2016	3.49	0.10	3.39
Subtotal						0.20	
TAX DISTRICT: ANGIER RELEASE REASON: SMALL UNDERPAYMENT							
0001652594-2015-2015-0000-00-REG	LANIER, LILA W	8/8/2015	PEGGY BAREFOOT	2/22/2016	13.25	0.37	12.88
0002089563-2013-2013-0000-00-REG	CARBONO, THERESA MARIA	6/3/2013	YVONNE MCARTHUR	2/24/2016	19.31	0.12	19.19
Subtotal						0.49	

Bill #	Taxpayer Name	Bill Date	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after Release(\$)
TAX DISTRICT: ANGIER/BLACK RIVER RELEASE REASON: SMALL UNDERPAYMENT							
0000029909-2015-2015-0000-00-REG	LAMBERT, ROBERT B	8/8/2015	PEGGY BAREFOOT	2/10/2016	38.09	0.03	38.06
0000033512-2015-2015-0000-00-REG	MATTHEWS, CLEMENT H JR	8/8/2015	PEGGY BAREFOOT	2/22/2016	0.31	0.01	0.30
0001652594-2015-2015-0000-00-REG	LANIER, LILA W	8/8/2015	PEGGY BAREFOOT	2/22/2016	1.75	0.04	1.71
0001888800-2015-2015-0000-00-REG	CLEAN STREETS LLC	8/8/2015	YVONNE MCARTHUR	2/18/2016	0.36	0.01	0.35
0002089563-2013-2013-0000-00-REG	CARBONO, THERESA MARIA	6/3/2013	YVONNE MCARTHUR	2/24/2016	1.89	0.02	1.87
Subtotal						0.11	
TAX DISTRICT: AVES SCH RELEASE REASON: Removal of SW Fee							
0000007103-2015-2015-0000-00-REG	BRYANT, GLORIA VONDELLA	8/8/2015	MARGARET WRIGHT	2/1/2016	5.40	0.00	5.40
Subtotal						0.00	
TAX DISTRICT: AVES SCH RELEASE REASON: SMALL UNDERPAYMENT							
0000027851-2015-2015-0000-00-REG	JOHNSON, ROY L	8/8/2015	PEGGY BAREFOOT	2/17/2016	18.95	0.01	18.94
0000041801-2015-2015-0000-00-REG	PEACOCK, EDNA	8/8/2015	PEGGY BAREFOOT	2/5/2016	7.81	0.01	7.80
0000056915-2015-2015-0000-00-REG	WARREN, ZANE B	8/8/2015	YVONNE MCARTHUR	2/18/2016	0.50	0.02	0.48
0001657337-2015-2015-0000-00-REG	CAROLINA EYE ASSOCIATES PA	8/8/2015	PEGGY BAREFOOT	2/10/2016	75.68	0.02	75.66
0001878093-2012-2012-0000-00-REG	PARKER, MAXWELL TREVOR	6/1/2012	W. TART	2/4/2016	0.32	0.01	0.31
0001881834-2015-2015-0000-00-REG	MCLAMB AUTO SALES LLC	8/8/2015	PEGGY BAREFOOT	2/12/2016	0.48	0.01	0.47
Subtotal						0.08	
TAX DISTRICT: BENHAVEN FIRE RELEASE REASON: Homesite added							
0002112995-2015-2015-0000-00-REG	DURIK, JOSHUA J	8/8/2015	STACIE TAYLOR	2/25/2016	22.50	22.50	0.00
Subtotal						22.50	

Bill #	Taxpayer Name	Bill Date	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after Release(\$)
TAX DISTRICT: BENHAVEN FIRE		RELEASE REASON: SMALL UNDERPAYMENT					
0000011625-2015-2015-0000-00-REG	COCHRAN, WILLIAM A	8/8/2015	PEGGY BAREFOOT	2/10/2016	49.59	0.01	49.58
0000022750-2015-2015-0050-00-REG	HARRINGTON, DOROTHY G	9/14/2015	PEGGY BAREFOOT	2/4/2016	47.82	0.03	47.79
0000023517-2015-2015-0000-00-REG	POWERS, JOHN W III	8/8/2015	PEGGY BAREFOOT	2/25/2016	30.69	0.01	30.68
0000030851-2015-2015-0000-00-REG	LEE, GRADY	8/8/2015	KIMBERLY BAKER	2/10/2016	2.25	0.06	2.19
0000043491-2015-2015-0000-00-REG	PRETTY PAWS	8/8/2015	PEGGY BAREFOOT	2/3/2016	1.43	0.04	1.39
Subtotal						0.15	
TAX DISTRICT: BOONE TRAIL EMER		RELEASE REASON: Over Assessment					
0001410640-2015-2012-0011-00-REG	DARCY, JANET THOMAS	7/22/2015	AMY BAIN	2/25/2016	12.07	9.62	2.45
0001410640-2015-2013-0011-00-REG	DARCY, JANET THOMAS	7/22/2015	AMY BAIN	2/25/2016	10.70	8.42	2.28
0001410640-2015-2014-0011-00-REG	DARCY, JANET THOMAS	7/22/2015	AMY BAIN	2/25/2016	9.41	7.31	2.10
0001410640-2015-2015-0000-00-REG	DARCY, JANET THOMAS	8/8/2015	AMY BAIN	2/25/2016	8.19	6.26	1.93
Subtotal						31.61	
TAX DISTRICT: BOONE TRAIL EMER		RELEASE REASON: SMALL UNDERPAYMENT					
0000016974-2015-2015-0000-00-REG	BEAVERS, JEFFREY S	8/8/2015	PEGGY BAREFOOT	2/12/2016	52.36	0.01	52.35
Subtotal						0.01	
TAX DISTRICT: BUIES CREEK FIRE		RELEASE REASON: Billing Correction					
0002253578-2016-2014-0000-00-REG	JOHNSON, JAMES MICHAEL	2/8/2016	AMY BAIN	2/8/2016	0.60	0.60	0.00
Subtotal						0.60	
TAX DISTRICT: COATS		RELEASE REASON: SMALL UNDERPAYMENT					
0000015205-2015-2015-0000-00-REG	PETERSON, MATTHEW	8/8/2015	PEGGY BAREFOOT	2/11/2016	817.68	0.12	817.56
0000022431-2015-2015-0000-00-REG	WATTS, MARY HARMON	8/8/2015	PEGGY BAREFOOT	2/5/2016	123.78	0.02	123.76

Bill #	Taxpayer Name	Bill Date	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after Release(\$)
0001672088-2009-2009-0000-00-REG	WHITE, CHRISTOPHER JAMES	8/2/2009	KIMBERLY BAKER	2/8/2016	10.58	0.06	10.52
Subtotal						0.20	
TAX DISTRICT: COATS/GROVE FIRE RELEASE REASON: SMALL UNDERPAYMENT							
0000015205-2015-2015-0000-00-REG	PETERSON, MATTHEW	8/8/2015	PEGGY BAREFOOT	2/11/2016	124.73	0.02	124.71
0001672088-2009-2009-0000-00-REG	WHITE, CHRISTOPHER JAMES	8/2/2009	KIMBERLY BAKER	2/8/2016	0.72	0.01	0.71
0001998854-2015-2015-0000-00-REG	JONES, JOSHUA RICK	8/8/2015	PEGGY BAREFOOT	2/10/2016	2.19	0.06	2.13
Subtotal						0.09	
TAX DISTRICT: CRAINS CREEK FIRE RELEASE REASON: SMALL UNDERPAYMENT							
0000036865-2015-2015-0000-00-REG	MCPHERSON, PEGGY B	8/8/2015	PEGGY BAREFOOT	2/3/2016	3.92	0.11	3.81
Subtotal						0.11	
TAX DISTRICT: CYPRESS POINTE FIRE RELEASE REASON: SMALL UNDERPAYMENT							
0000026838-2015-2015-0000-00-REG	JETER, BUDDY JAMES	8/8/2015	PEGGY BAREFOOT	2/26/2016	19.89	0.07	19.82
Subtotal						0.07	
TAX DISTRICT: DUKE FIRE RELEASE REASON: SMALL UNDERPAYMENT							
0000042644-2015-2015-0000-00-REG	PIPKIN, WILLARD	8/8/2015	PEGGY BAREFOOT	2/2/2016	2.23	0.04	2.19
Subtotal						0.04	
TAX DISTRICT: DUNN RELEASE REASON: Removal of SW Fee							
0000007103-2015-2015-0000-00-REG	BRYANT, GLORIA VONDELLA	8/8/2015	MARGARET WRIGHT	2/1/2016	134.90	0.00	134.90
Subtotal						0.00	
TAX DISTRICT: DUNN RELEASE REASON: SMALL UNDERPAYMENT							
0000005827-2015-2015-0000-00-REG	BRADHAM, CHARLES W	8/8/2015	PEGGY BAREFOOT	2/4/2016	1,066.75	0.02	1,066.73
0000041801-2015-2015-0000-00-REG	PEACOCK, EDNA	8/8/2015	PEGGY BAREFOOT	2/5/2016	195.20	0.20	195.00

Bill #	Taxpayer Name	Bill Date	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after Release(\$)
0001657337-2015-2015-0000-00-REG	CAROLINA EYE ASSOCIATES PA	8/8/2015	PEGGY BAREFOOT	2/10/2016	1,891.92	0.28	1,891.64
0001881834-2015-2015-0000-00-REG	MCLAMB AUTO SALES LLC	8/8/2015	PEGGY BAREFOOT	2/12/2016	12.08	0.33	11.75
0002098317-2013-2013-0000-00-REG	CHAMBERS, SARAH ELWONGER	8/1/2013	YVONNE MCARTHUR	2/16/2016	9.33	0.07	9.26
Subtotal						0.90	
TAX DISTRICT: DUNN/AVES FIRE		RELEASE REASON: Removal of SW Fee					
0000007103-2015-2015-0000-00-REG	BRYANT, GLORIA VONDELLA	8/8/2015	MARGARET WRIGHT	2/1/2016	24.28	0.00	24.28
Subtotal						0.00	
TAX DISTRICT: DUNN/AVES FIRE		RELEASE REASON: SMALL UNDERPAYMENT					
0000027851-2015-2015-0000-00-REG	JOHNSON, ROY L	8/8/2015	PEGGY BAREFOOT	2/17/2016	85.28	0.01	85.27
0000041801-2015-2015-0000-00-REG	PEACOCK, EDNA	8/8/2015	PEGGY BAREFOOT	2/5/2016	35.14	0.04	35.10
0000056915-2015-2015-0000-00-REG	WARREN, ZANE B	8/8/2015	YVONNE MCARTHUR	2/18/2016	2.25	0.06	2.19
0001657337-2015-2015-0000-00-REG	CAROLINA EYE ASSOCIATES PA	8/8/2015	PEGGY BAREFOOT	2/10/2016	340.55	0.05	340.50
0001878093-2012-2012-0000-00-REG	PARKER, MAXWELL TREVOR	6/1/2012	W. TART	2/4/2016	1.12	0.03	1.09
0001881834-2015-2015-0000-00-REG	MCLAMB AUTO SALES LLC	8/8/2015	PEGGY BAREFOOT	2/12/2016	2.17	0.06	2.11
0002098317-2013-2013-0000-00-REG	CHAMBERS, SARAH ELWONGER	8/1/2013	YVONNE MCARTHUR	2/16/2016	1.24	0.01	1.23
Subtotal						0.26	
TAX DISTRICT: ERWIN		RELEASE REASON: Process Correction					
0002245619-2015-2015-0000-00-REG	STEWART, THOMAS CLIFTON II	8/8/2015	STACIE TAYLOR	2/29/2016	14.88	14.88	0.00
Subtotal						14.88	
TAX DISTRICT: ERWIN		RELEASE REASON: SMALL UNDERPAYMENT					
0001273951-2015-2015-0000-00-REG	MCELVEEN, BENNY W	8/8/2015	PEGGY BAREFOOT	2/17/2016	2.11	0.06	2.05
Subtotal						0.06	

Bill #	Taxpayer Name	Bill Date	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after Release(\$)
TAX DISTRICT: ERWIN FIRE(TOWN)		RELEASE REASON: Process Correction					
0002245619-2015-2015-0000-00-REG	STEWART, THOMAS CLIFTON II	8/8/2015	STACIE TAYLOR	2/29/2016	2.17	2.17	0.00
Subtotal						2.17	
TAX DISTRICT: ERWIN FIRE(TOWN)		RELEASE REASON: SMALL UNDERPAYMENT					
0001273951-2015-2015-0000-00-REG	MCELVEEN, BENNY W	8/8/2015	PEGGY BAREFOOT	2/17/2016	0.31	0.01	0.30
Subtotal						0.01	
TAX DISTRICT: FLATBRANCH FIRE		RELEASE REASON: Assessed In Err					
0000009239-2014-2014-0000-00-REG	CAMPBELL, TONY A	8/9/2014	AMY BAIN	2/16/2016	112.06	94.06	18.00
0000009239-2015-2015-0000-00-REG	CAMPBELL, TONY A	8/8/2015	AMY BAIN	2/16/2016	112.06	94.06	18.00
Subtotal						188.12	
TAX DISTRICT: FLATBRANCH FIRE		RELEASE REASON: SMALL UNDERPAYMENT					
0000001908-2015-2015-0000-00-REG	AULTMAN, GEORGE T	8/8/2015	PEGGY BAREFOOT	2/5/2016	132.98	0.02	132.96
Subtotal						0.02	
TAX DISTRICT: FLATWOODS FIRE		RELEASE REASON: Assessed In Err					
0000026487-2011-2011-0000-00-REG	JAMES, BARBARA ANN	8/5/2011	AMY BAIN	2/16/2016	192.00	103.48	88.52
0000026487-2012-2012-0000-00-REG	JAMES, BARBARA ANN	7/26/2012	AMY BAIN	2/16/2016	192.00	103.48	88.52
0000026487-2013-2013-0000-00-REG	JAMES, BARBARA ANN	8/7/2013	AMY BAIN	2/16/2016	153.60	82.79	70.81
0000026487-2014-2014-0000-00-REG	JAMES, BARBARA ANN	8/9/2014	AMY BAIN	2/16/2016	153.60	82.79	70.81
0000026487-2015-2015-0000-00-REG	JAMES, BARBARA ANN	8/8/2015	AMY BAIN	2/16/2016	153.60	82.79	70.81
Subtotal						455.33	
TAX DISTRICT: FLATWOODS FIRE		RELEASE REASON: SMALL UNDERPAYMENT					
0000026908-2015-2015-0000-00-REG	JOHNSON, ANNIE M	8/8/2015	PEGGY BAREFOOT	2/5/2016	48.83	0.04	48.79
0000026950-2015-2015-0000-00-REG	LANDTROOP, GARTH WAYNE	8/8/2015	PEGGY BAREFOOT	2/5/2016	70.69	0.01	70.68

Bill #	Taxpayer Name	Bill Date	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after Release(\$)
0000045403-2015-2015-0000-00-REG	ROBERTS, CORNELIA A	8/8/2015	PEGGY BAREFOOT	2/3/2016	3.84	0.11	3.73
Subtotal						0.16	
TAX DISTRICT: HARNETT COUNTY		RELEASE REASON: Adjustment					
0000051449-2006-2006-0000-00-REG	STRAWDER, BONNIE JEAN	8/6/2006	JENNY HARROP	2/5/2016	716.27	716.27	0.00
0000051449-2007-2007-0000-00-REG	STRAWDER, BONNIE JEAN	7/2/2007	JENNY HARROP	2/5/2016	716.27	716.27	0.00
0000051449-2008-2008-0000-00-REG	STRAWDER, BONNIE JEAN	8/3/2008	JENNY HARROP	2/5/2016	723.77	723.77	0.00
0000051449-2009-2009-0000-00-REG	STRAWDER, BONNIE JEAN	8/27/2009	JENNY HARROP	2/5/2016	832.28	832.28	0.00
0000051449-2010-2010-0000-00-REG	STRAWDER, BONNIE JEAN	7/9/2010	JENNY HARROP	2/5/2016	832.28	832.28	0.00
0000051449-2011-2011-0000-00-REG	STRAWDER, BONNIE JEAN	8/5/2011	JENNY HARROP	2/5/2016	837.28	837.28	0.00
0000051449-2012-2012-0000-00-REG	STRAWDER, BONNIE JEAN	7/26/2012	JENNY HARROP	2/5/2016	857.28	857.28	0.00
0000051449-2013-2013-0000-00-REG	STRAWDER, BONNIE JEAN	8/7/2013	JENNY HARROP	2/5/2016	857.28	857.28	0.00
0000051449-2014-2014-0000-00-REG	STRAWDER, BONNIE JEAN	8/9/2014	JENNY HARROP	2/5/2016	884.43	884.43	0.00
0000051449-2015-2015-0000-00-REG	STRAWDER, BONNIE JEAN	8/8/2015	JENNY HARROP	2/5/2016	884.43	884.43	0.00
0000051450-2006-2006-0000-00-REG	STRAWDER, BONNIE JEAN	8/6/2006	JENNY HARROP	2/5/2016	17.64	17.64	0.00
0000051450-2007-2007-0000-00-REG	STRAWDER, BONNIE JEAN	7/2/2007	JENNY HARROP	2/5/2016	17.64	17.64	0.00
0000051450-2008-2008-0000-00-REG	STRAWDER, BONNIE JEAN	8/3/2008	JENNY HARROP	2/5/2016	17.64	17.64	0.00
0000051450-2009-2009-0000-00-REG	STRAWDER, BONNIE JEAN	8/27/2009	JENNY HARROP	2/5/2016	20.30	20.30	0.00
0000051450-2010-2010-0000-00-REG	STRAWDER, BONNIE JEAN	7/9/2010	JENNY HARROP	2/5/2016	20.30	20.30	0.00
0000051450-2011-2011-0000-00-REG	STRAWDER, BONNIE JEAN	8/5/2011	JENNY HARROP	2/5/2016	20.30	20.30	0.00

Bill #	Taxpayer Name	Bill Date	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after Release(\$)
0000051450-2012-2012-0000-00-REG	STRAWDER, BONNIE JEAN	7/26/2012	JENNY HARROP	2/5/2016	20.30	20.30	0.00
0000051450-2013-2013-0000-00-REG	STRAWDER, BONNIE JEAN	8/7/2013	JENNY HARROP	2/5/2016	20.30	20.30	0.00
0000051450-2014-2014-0000-00-REG	STRAWDER, BONNIE JEAN	8/9/2014	JENNY HARROP	2/5/2016	21.00	21.00	0.00
0000051450-2015-2015-0000-00-REG	STRAWDER, BONNIE JEAN	8/8/2015	JENNY HARROP	2/5/2016	21.00	21.00	0.00
0000060859-2010-2010-0000-00-REG	WOOD, HAROLD G	7/9/2010	MARGARET WRIGHT	2/10/2016	992.16	267.38	724.78
0000060859-2011-2011-0000-00-REG	WOOD, HAROLD G	8/5/2011	MARGARET WRIGHT	2/10/2016	992.16	267.38	724.78
0000060859-2012-2012-0000-00-REG	WOOD, HAROLD G	7/26/2012	MARGARET WRIGHT	2/10/2016	992.16	267.38	724.78
0000060859-2013-2013-0000-00-REG	WOOD, HAROLD G	8/7/2013	MARGARET WRIGHT	2/10/2016	992.16	267.38	724.78
Subtotal						9,407.51	
TAX DISTRICT: HARNETT COUNTY		RELEASE REASON: Assessed In Err					
0000009239-2014-2014-0000-00-REG	CAMPBELL, TONY A	8/9/2014	AMY BAIN	2/16/2016	770.35	587.85	182.50
0000009239-2015-2015-0000-00-REG	CAMPBELL, TONY A	8/8/2015	AMY BAIN	2/16/2016	770.35	587.85	182.50
0000026487-2011-2011-0000-00-REG	JAMES, BARBARA ANN	8/5/2011	AMY BAIN	2/16/2016	1,078.00	600.18	477.82
0000026487-2012-2012-0000-00-REG	JAMES, BARBARA ANN	7/26/2012	AMY BAIN	2/16/2016	1,138.00	640.18	497.82
0000026487-2013-2013-0000-00-REG	JAMES, BARBARA ANN	8/7/2013	AMY BAIN	2/16/2016	1,138.00	640.18	497.82
0000026487-2014-2014-0000-00-REG	JAMES, BARBARA ANN	8/9/2014	AMY BAIN	2/16/2016	1,170.00	657.42	512.58
0000026487-2015-2015-0000-00-REG	JAMES, BARBARA ANN	8/8/2015	AMY BAIN	2/16/2016	1,170.00	657.42	512.58
0000036867-2015-2015-0000-00-REG	MCPHERSON, RAYFORD LEE	8/8/2015	AMY BAIN	2/16/2016	2,104.75	1,464.07	640.68
Subtotal						5,835.15	
TAX DISTRICT: HARNETT COUNTY		RELEASE REASON: Billing Correction					
0000010250-2015-2015-0000-00-REG	TODD CECILE WELDING SERVICE	12/10/2015	SHERRY LOCKAMY	2/17/2016	237.11	237.11	0.00
0002253578-2016-2014-0000-00-REG	JOHNSON, JAMES MICHAEL	2/8/2016	AMY BAIN	2/8/2016	4.50	4.50	0.00
Subtotal						241.61	

Bill #	Taxpayer Name	Bill Date	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after Release(\$)
TAX DISTRICT: HARNETT COUNTY		RELEASE REASON: Exempt Property					
0000047090-2015-2015-0000-00-REG	NORTHWEST HARNETT VOLUNTEER FI	8/8/2015	AMY BAIN	2/24/2016	2,285.05	2,215.05	70.00
Subtotal						2,215.05	
TAX DISTRICT: HARNETT COUNTY		RELEASE REASON: Full rebate					
0000010250-2015-2013-0012-00-REG	TODD CECILE WELDING SERVICE	12/10/2015	SHERRY LOCKAMY	2/17/2016	344.33	344.33	0.00
0000010250-2015-2014-0012-00-REG	TODD CECILE WELDING SERVICE	12/10/2015	SHERRY LOCKAMY	2/17/2016	306.84	306.84	0.00
0000060859-2014-2014-0000-00-REG	WOOD, ALAN GENE	8/9/2014	MARGARET WRIGHT	2/9/2016	1,026.38	1,026.38	0.00
0000060859-2015-2010-0000-00-REG	REARDON, JOHN J	2/20/2015	MARGARET WRIGHT	2/9/2016	1,282.09	1,282.09	0.00
0000060859-2015-2011-0000-00-REG	REARDON, JOHN J	2/20/2015	MARGARET WRIGHT	2/9/2016	1,282.09	1,282.09	0.00
0000060859-2015-2012-0000-00-REG	REARDON, JOHN J	2/20/2015	MARGARET WRIGHT	2/9/2016	1,282.09	1,282.09	0.00
0000060859-2015-2013-0000-00-REG	REARDON, JOHN J	2/20/2015	MARGARET WRIGHT	2/9/2016	1,282.09	1,282.09	0.00
0000060859-2015-2014-0001-00-REG	REARDON, JOHN J	2/20/2015	MARGARET WRIGHT	2/10/2016	1,396.30	1,396.30	0.00
Subtotal						8,202.21	
TAX DISTRICT: HARNETT COUNTY		RELEASE REASON: Homesite added					
0002112995-2015-2015-0000-00-REG	DURIK, JOSHUA J	8/8/2015	STACIE TAYLOR	2/25/2016	187.50	187.50	0.00
Subtotal						187.50	
TAX DISTRICT: HARNETT COUNTY		RELEASE REASON: Homesite removed					
0000038443-2011-2011-0000-00-REG	MORGAN, ROBERT B	8/5/2011	STACIE TAYLOR	2/25/2016	1,426.99	1,101.68	325.31
0000038443-2012-2012-0000-00-REG	MORGAN, ROBERT B JR	7/26/2012	STACIE TAYLOR	2/25/2016	1,446.99	1,121.68	325.31
0000038443-2013-2013-0000-00-REG	MORGAN, ROBERT B JR	8/7/2013	STACIE TAYLOR	2/25/2016	1,446.99	1,121.68	325.31

Bill #	Taxpayer Name	Bill Date	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after Release(\$)
0000038443-2014-2014-0000-00-REG	MORGAN, ROBERT B JR	8/9/2014	STACIE TAYLOR	2/25/2016	1,494.48	1,157.95	336.53
0000038443-2015-2015-0000-00-REG	MORGAN, ROBERT B JR	8/8/2015	STACIE TAYLOR	2/25/2016	1,494.48	1,157.95	336.53
Subtotal						5,660.94	
TAX DISTRICT: HARNETT COUNTY		RELEASE REASON: Over Assessment					
0001410640-2015-2012-0011-00-REG	DARCY, JANET THOMAS	7/22/2015	AMY BAIN	2/25/2016	125.05	99.67	25.38
0001410640-2015-2013-0011-00-REG	DARCY, JANET THOMAS	7/22/2015	AMY BAIN	2/25/2016	110.84	87.27	23.57
0001410640-2015-2014-0011-00-REG	DARCY, JANET THOMAS	7/22/2015	AMY BAIN	2/25/2016	100.80	78.30	22.50
0001410640-2015-2015-0000-00-REG	DARCY, JANET THOMAS	8/8/2015	AMY BAIN	2/25/2016	87.78	67.15	20.63
Subtotal						332.39	
TAX DISTRICT: HARNETT COUNTY		RELEASE REASON: Over Listed					
0001758077-2016-2014-0000-00-REG	RGC RICK GILCHRIST CO INC	2/23/2016	SHERRY LOCKAMY	2/23/2016	258.24	3.84	254.40
0001758077-2016-2015-0000-00-REG	RGC RICK GILCHRIST CO INC	2/23/2016	SHERRY LOCKAMY	2/23/2016	217.89	3.24	214.65
Subtotal						7.08	
TAX DISTRICT: HARNETT COUNTY		RELEASE REASON: Penalty In Err					
0000060859-2016-2010-0000-00-REG	REARDON, JOHN J	2/10/2016	MARGARET WRIGHT	2/10/2016	1,603.46	584.42	1,019.04
0000060859-2016-2011-0000-00-REG	REARDON, JOHN J	2/10/2016	MARGARET WRIGHT	2/10/2016	1,608.46	584.42	1,024.04
0000060859-2016-2012-0000-00-REG	REARDON, JOHN J	2/10/2016	MARGARET WRIGHT	2/10/2016	1,531.06	487.02	1,044.04
0000060859-2016-2013-0000-00-REG	REARDON, JOHN J	2/10/2016	MARGARET WRIGHT	2/10/2016	1,433.66	389.62	1,044.04
0000060859-2016-2014-0000-00-REG	REARDON, JOHN J	2/10/2016	MARGARET WRIGHT	2/10/2016	2,354.62	527.22	1,827.40
Subtotal						2,572.70	
TAX DISTRICT: HARNETT COUNTY		RELEASE REASON: Process Correction					
0002245619-2015-2015-0000-00-REG	STEWART, THOMAS CLIFTON II	8/8/2015	STACIE TAYLOR	2/29/2016	23.25	23.25	0.00
Subtotal						23.25	

Bill #	Taxpayer Name	Bill Date	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after Release(\$)
TAX DISTRICT: HARNETT COUNTY		RELEASE REASON: Removal of SW Fee					
0000007103-2015-2015-0000-00-REG	BRYANT, GLORIA VONDELLA	8/8/2015	MARGARET WRIGHT	2/1/2016	342.35	70.00	272.35
0000060099-2015-2015-0000-00-REG	THARP, MEL GARRETT	8/8/2015	STACIE TAYLOR	2/29/2016	182.50	70.00	112.50
Subtotal						140.00	
TAX DISTRICT: HARNETT COUNTY		RELEASE REASON: SMALL UNDERPAYMENT					
0000001908-2015-2015-0000-00-REG	AULTMAN, GEORGE T	8/8/2015	PEGGY BAREFOOT	2/5/2016	901.15	0.12	901.03
0000003339-2015-2015-0000-00-REG	BARNER, EVERLENA	8/8/2015	KIMBERLY BAKER	2/10/2016	15.00	0.41	14.59
0000005827-2015-2015-0000-00-REG	BRADHAM, CHARLES W	8/8/2015	PEGGY BAREFOOT	2/4/2016	1,670.13	0.03	1,670.10
0000009564-2015-2015-0000-00-REG	CARLOS, RODRIGO R	8/8/2015	PEGGY BAREFOOT	2/22/2016	22.50	0.62	21.88
0000011625-2015-2015-0000-00-REG	COCHRAN, WILLIAM A	8/8/2015	PEGGY BAREFOOT	2/10/2016	483.25	0.06	483.19
0000014404-2015-2015-0000-00-REG	DEMPSTER, GEORGETTE	8/8/2015	PEGGY BAREFOOT	2/3/2016	486.25	0.03	486.22
0000015205-2015-2015-0000-00-REG	PETERSON, MATTHEW	8/8/2015	PEGGY BAREFOOT	2/11/2016	1,109.43	0.16	1,109.27
0000016974-2015-2015-0000-00-REG	BEAVERS, JEFFREY S	8/8/2015	PEGGY BAREFOOT	2/12/2016	631.00	0.10	630.90
0000017478-2015-2015-0000-00-REG	FAUCETTE, WANDA S	8/8/2015	PEGGY BAREFOOT	2/3/2016	22.50	0.17	22.33
0000020892-2015-2015-0000-00-REG	GREGORY, DWIGHT RANDALL	8/8/2015	PEGGY BAREFOOT	2/4/2016	607.60	0.08	607.52
0000022431-2015-2015-0000-00-REG	WATTS, MARY HARMON	8/8/2015	PEGGY BAREFOOT	2/5/2016	227.35	0.02	227.33
0000022750-2015-2015-0050-00-REG	HARRINGTON, DOROTHY G	9/14/2015	PEGGY BAREFOOT	2/4/2016	538.48	0.24	538.24
0000023517-2015-2015-0000-00-REG	POWERS, JOHN W III	8/8/2015	PEGGY BAREFOOT	2/25/2016	325.75	0.11	325.64
0000025391-2015-2015-0000-00-REG	HOVIND, JOHN K	8/8/2015	PEGGY BAREFOOT	2/2/2016	4.91	0.10	4.81
0000026838-2015-2015-0000-00-REG	JETER, BUDDY JAMES	8/8/2015	PEGGY BAREFOOT	2/26/2016	315.50	0.58	314.92

Bill #	Taxpayer Name	Bill Date	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after Release(\$)
0000026908-2015-2015-0000-00-REG	JOHNSON, ANNIE M	8/8/2015	PEGGY BAREFOOT	2/5/2016	375.18	0.82	374.36
0000026950-2015-2015-0000-00-REG	LANDTROOP, GARTH WAYNE	8/8/2015	PEGGY BAREFOOT	2/5/2016	511.83	0.07	511.76
0000027162-2015-2015-0000-00-REG	JOHNSON, DONNA S	8/8/2015	PEGGY BAREFOOT	2/5/2016	862.03	0.23	861.80
0000027851-2015-2015-0000-00-REG	JOHNSON, ROY L	8/8/2015	PEGGY BAREFOOT	2/17/2016	780.63	0.10	780.53
0000029126-2015-2015-0000-00-REG	ALPHIN, ROBERT KELLY	8/8/2015	KIMBERLY BAKER	2/10/2016	32.93	0.01	32.92
0000029895-2015-2015-0000-00-REG	LAMBERT, BRENT	8/8/2015	PEGGY BAREFOOT	2/10/2016	2,411.35	0.35	2,411.00
0000029909-2015-2015-0000-00-REG	LAMBERT, ROBERT B	8/8/2015	PEGGY BAREFOOT	2/10/2016	478.08	0.31	477.77
0000030358-2015-2015-0000-00-REG	LASATER, DALE	8/8/2015	PEGGY BAREFOOT	2/22/2016	22.50	0.62	21.88
0000030851-2015-2015-0000-00-REG	LEE, GRADY	8/8/2015	KIMBERLY BAKER	2/10/2016	18.75	0.52	18.23
0000033512-2015-2015-0000-00-REG	MATTHEWS, CLEMENT H JR	8/8/2015	PEGGY BAREFOOT	2/22/2016	3.30	0.09	3.21
0000034580-2015-2015-0000-00-REG	BREEDEN, EDWARD E JR	8/8/2015	PEGGY BAREFOOT	2/11/2016	762.10	0.10	762.00
0000036865-2015-2015-0000-00-REG	MCPHERSON, PEGGY B	8/8/2015	PEGGY BAREFOOT	2/3/2016	29.40	0.81	28.59
0000039413-2015-2015-0000-00-REG	NEWBURG, CONNIE I	8/8/2015	PEGGY BAREFOOT	2/2/2016	22.50	0.45	22.05
0000041801-2015-2015-0000-00-REG	PEACOCK, EDNA	8/8/2015	PEGGY BAREFOOT	2/5/2016	432.80	0.30	432.50
0000042644-2015-2015-0000-00-REG	PIPKIN, WILLARD	8/8/2015	PEGGY BAREFOOT	2/2/2016	93.94	0.48	93.46
0000043491-2015-2015-0000-00-REG	PRETTY PAWS	8/8/2015	PEGGY BAREFOOT	2/3/2016	11.91	0.33	11.58
0000045403-2015-2015-0000-00-REG	ROBERTS, CORNELIA A	8/8/2015	PEGGY BAREFOOT	2/3/2016	24.00	0.66	23.34
0000048503-2015-2015-0000-00-REG	SMITH, BARBARA G	8/8/2015	PEGGY BAREFOOT	2/5/2016	26.25	0.72	25.53
0000056915-2015-2015-0000-00-REG	WARREN, ZANE B	8/8/2015	YVONNE MCARTHUR	2/18/2016	18.75	0.51	18.24

Bill #	Taxpayer Name	Bill Date	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after Release(\$)
0000057514-2015-2015-0000-00-REG	WELCH, GWENDOLYN MYATT	8/8/2015	KIMBERLY BAKER	2/10/2016	693.55	0.09	693.46
0000059540-2015-2015-0000-00-REG	WILLIAMS, CHRISTINE	8/8/2015	PEGGY BAREFOOT	2/3/2016	1,200.10	0.98	1,199.12
0001273951-2015-2015-0000-00-REG	MCELVEEN, BENNY W	8/8/2015	PEGGY BAREFOOT	2/17/2016	3.30	0.09	3.21
0001361420-2015-2015-0000-00-REG	ROUPE, THOMAS V	8/8/2015	KIMBERLY BAKER	2/10/2016	5.55	0.03	5.52
0001429213-2008-2008-0000-00-REG	JABO, JENNIFER MARIE	2/2/2009	KIMBERLY BAKER	2/19/2016	8.75	0.59	8.16
0001652594-2015-2015-0000-00-REG	LANIER, LILA W	8/8/2015	PEGGY BAREFOOT	2/22/2016	18.75	0.52	18.23
0001657337-2015-2015-0000-00-REG	CAROLINA EYE ASSOCIATES PA	8/8/2015	PEGGY BAREFOOT	2/10/2016	2,837.88	0.42	2,837.46
0001672088-2009-2009-0000-00-REG	WHITE, CHRISTOPHER JAMES	8/2/2009	KIMBERLY BAKER	2/8/2016	6.62	0.07	6.55
0001718282-2015-2015-0000-00-REG	FRYE, ALMA LOUISE	8/8/2015	PEGGY BAREFOOT	2/3/2016	270.00	0.18	269.82
0001761228-2015-2015-0000-00-REG	MARIA MEDICAL CENTER	8/8/2015	PEGGY BAREFOOT	2/22/2016	23.82	0.66	23.16
0001878093-2012-2012-0000-00-REG	PARKER, MAXWELL TREVOR	6/1/2012	W. TART	2/4/2016	11.60	0.30	11.30
0001881834-2015-2015-0000-00-REG	MCLAMB AUTO SALES LLC	8/8/2015	PEGGY BAREFOOT	2/12/2016	18.11	0.50	17.61
0001888800-2015-2015-0000-00-REG	CLEAN STREETS LLC	8/8/2015	YVONNE MCARTHUR	2/18/2016	3.93	0.11	3.82
0001998854-2015-2015-0000-00-REG	JONES, JOSHUA RICK	8/8/2015	PEGGY BAREFOOT	2/10/2016	18.23	0.50	17.73
0002089563-2013-2013-0000-00-REG	CARBONO, THERESA MARIA	6/3/2013	YVONNE MCARTHUR	2/24/2016	19.58	0.16	19.42
0002098317-2013-2013-0000-00-REG	CHAMBERS, SARAH ELWONGER	8/1/2013	YVONNE MCARTHUR	2/16/2016	12.83	0.10	12.73
Subtotal						15.61	
TAX DISTRICT: LILLINGTON	RELEASE REASON: Adjustment						
0000060859-2012-2012-0000-00-REG	WOOD, HAROLD G	7/26/2012	MARGARET WRIGHT	2/10/2016	711.62	191.78	519.84

Bill #	Taxpayer Name	Bill Date	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after Release(\$)
0000060859-2013-2013-0000-00-REG	WOOD, HAROLD G	8/7/2013	MARGARET WRIGHT	2/10/2016	711.62	191.78	519.84
Subtotal						383.56	
TAX DISTRICT: LILLINGTON RELEASE REASON: Full rebate							
0000060859-2014-2014-0000-00-REG	WOOD, ALAN GENE	8/9/2014	MARGARET WRIGHT	2/9/2016	711.62	711.62	0.00
0000060859-2015-2010-0000-00-REG	REARDON, JOHN J	2/20/2015	MARGARET WRIGHT	2/9/2016	919.57	919.57	0.00
0000060859-2015-2011-0000-00-REG	REARDON, JOHN J	2/20/2015	MARGARET WRIGHT	2/9/2016	919.57	919.57	0.00
0000060859-2015-2012-0000-00-REG	REARDON, JOHN J	2/20/2015	MARGARET WRIGHT	2/9/2016	919.57	919.57	0.00
0000060859-2015-2013-0000-00-REG	REARDON, JOHN J	2/20/2015	MARGARET WRIGHT	2/9/2016	919.57	919.57	0.00
0000060859-2015-2014-0001-00-REG	REARDON, JOHN J	2/20/2015	MARGARET WRIGHT	2/10/2016	919.57	919.57	0.00
Subtotal						5,309.47	
TAX DISTRICT: LILLINGTON RELEASE REASON: Penalty In Err							
0000060859-2016-2010-0000-00-REG	REARDON, JOHN J	2/10/2016	MARGARET WRIGHT	2/10/2016	1,117.79	419.17	698.62
0000060859-2016-2011-0000-00-REG	REARDON, JOHN J	2/10/2016	MARGARET WRIGHT	2/10/2016	1,117.79	419.17	698.62
0000060859-2016-2012-0000-00-REG	REARDON, JOHN J	2/10/2016	MARGARET WRIGHT	2/10/2016	1,047.93	349.31	698.62
0000060859-2016-2013-0000-00-REG	REARDON, JOHN J	2/10/2016	MARGARET WRIGHT	2/10/2016	978.07	279.45	698.62
0000060859-2016-2014-0000-00-REG	REARDON, JOHN J	2/10/2016	MARGARET WRIGHT	2/10/2016	1,584.00	365.54	1,218.46
Subtotal						1,832.64	
TAX DISTRICT: LILLINGTON RELEASE REASON: SMALL UNDERPAYMENT							
0000034580-2015-2015-0000-00-REG	BREEDEN, EDWARD E JR	8/8/2015	PEGGY BAREFOOT	2/11/2016	479.86	0.07	479.79
Subtotal						0.07	

Bill #	Taxpayer Name	Bill Date	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after Release(\$)
TAX DISTRICT: NORTHWEST HARNETT RELEASE REASON: Billing Correction							
0000010250-2015-2015-0000-00-REG	TODD CECILE WELDING SERVICE	12/10/2015	SHERRY LOCKAMY	2/17/2016	25.29	25.29	0.00
Subtotal						25.29	
TAX DISTRICT: NORTHWEST HARNETT RELEASE REASON: Exempt Property							
0000047090-2015-2015-0000-00-REG	NORTHWEST HARNETT VOLUNTEER FI	8/8/2015	AMY BAIN	2/24/2016	236.27	236.27	0.00
Subtotal						236.27	
TAX DISTRICT: NORTHWEST HARNETT RELEASE REASON: Full rebate							
0000010250-2015-2013-0012-00-REG	TODD CECILE WELDING SERVICE	12/10/2015	SHERRY LOCKAMY	2/17/2016	38.00	38.00	0.00
0000010250-2015-2014-0012-00-REG	TODD CECILE WELDING SERVICE	12/10/2015	SHERRY LOCKAMY	2/17/2016	32.72	32.72	0.00
Subtotal						70.72	
TAX DISTRICT: NORTHWEST HARNETT RELEASE REASON: SMALL UNDERPAYMENT							
0000009564-2015-2015-0000-00-REG	CARLOS, RODRIGO R	8/8/2015	PEGGY BAREFOOT	2/22/2016	2.40	0.07	2.33
0000017478-2015-2015-0000-00-REG	FAUCETTE, WANDA S	8/8/2015	PEGGY BAREFOOT	2/3/2016	2.40	0.02	2.38
0000029895-2015-2015-0000-00-REG	LAMBERT, BRENT	8/8/2015	PEGGY BAREFOOT	2/10/2016	249.74	0.04	249.70
0000030358-2015-2015-0000-00-REG	LASATER, DALE	8/8/2015	PEGGY BAREFOOT	2/22/2016	2.40	0.07	2.33
0000039413-2015-2015-0000-00-REG	NEWBURG, CONNIE I	8/8/2015	PEGGY BAREFOOT	2/2/2016	2.40	0.05	2.35
Subtotal						0.25	
TAX DISTRICT: SPOUT SPRINGS FIRE RELEASE REASON: Assessed In Err							
0000036867-2015-2015-0000-00-REG	MCPHERSON, RAYFORD LEE	8/8/2015	AMY BAIN	2/16/2016	271.30	195.21	76.09
Subtotal						195.21	
TAX DISTRICT: SPOUT SPRINGS FIRE RELEASE REASON: SMALL UNDERPAYMENT							
0000025391-2015-2015-0000-00-REG	HOVIND, JOHN K	8/8/2015	PEGGY BAREFOOT	2/2/2016	0.66	0.01	0.65

Bill #	Taxpayer Name	Bill Date	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after Release(\$)
0000048503-2015-2015-0000-00-REG	SMITH, BARBARA C	8/8/2016	PEGGY BAREFOOT	2/5/2016	3.50	0.10	3.40
0001718282-2015-2015-0000-00-REG	FRYE, ALMA LOUISE	8/8/2015	PEGGY BAREFOOT	2/3/2016	36.00	0.02	35.98
Subtotal						0.13	
TAX DISTRICT: SUMMERVILLE BUNNLEVE RELEASE REASON: Homesite removed							
0000038443-2012-2012-0000-00-REG	MORGAN, ROBERT B JR	7/26/2012	STACIE TAYLOR	2/25/2016	151.94	116.04	35.90
0000038443-2013-2013-0000-00-REG	MORGAN, ROBERT B JR	8/7/2013	STACIE TAYLOR	2/25/2016	151.94	116.04	35.90
0000038443-2014-2014-0000-00-REG	MORGAN, ROBERT B JR	8/9/2014	STACIE TAYLOR	2/25/2016	151.94	116.04	35.90
0000038443-2015-2015-0000-00-REG	MORGAN, ROBERT B JR	8/8/2015	STACIE TAYLOR	2/25/2016	151.94	116.04	35.90
Subtotal						464.16	
TAX DISTRICT: SUMMERVILLE BUNNLEVE RELEASE REASON: Over Listed							
0001758077-2016-2014-0000-00-REG	RGC RICK GILCHRIST CO INC	2/23/2016	SHERRY LOCKAMY	2/23/2016	27.55	0.41	27.14
0001758077-2016-2015-0000-00-REG	RGC RICK GILCHRIST CO INC	2/23/2016	SHERRY LOCKAMY	2/23/2016	23.24	0.34	22.90
Subtotal						0.75	
TAX DISTRICT: SUMMERVILLE BUNNLEVE RELEASE REASON: SMALL UNDERPAYMENT							
0000003339-2015-2015-0000-00-REG	BARNER, EVERLENA	8/8/2015	KIMBERLY BAKER	2/10/2016	1.60	0.04	1.56
0000020892-2015-2015-0000-00-REG	GREGORY, DWIGHT RANDALL	8/8/2015	PEGGY BAREFOOT	2/4/2016	57.34	0.01	57.33
Subtotal						0.05	
TAX DISTRICT: SUMMERVILLE FIRE RELEASE REASON: Homesite removed							
0000038443-2011-2011-0000-00-REG	MORGAN, ROBERT B	8/5/2011	STACIE TAYLOR	2/25/2016	132.95	101.54	31.41
Subtotal						101.54	
Total						45,349.68	



RESOLUTION

BE IT RESOLVED that the Harnett County Board of Commissioners does hereby, by proper execution of this document, request that the North Carolina Department of Transportation add to the State's Secondary Road System the below listed street.

Victoria Hills Subdivision
Tuscon Court

Duly adopted this 21st day of March, 2016.

HARNETT COUNTY BOARD OF COMMISSIONERS

Jim Burgin, Chairman

ATTEST:

Margaret Regina Wheeler
Clerk to the Board



PAT McCRORY
Governor

NICHOLAS J. TENNYSON
Secretary

February 25, 2016

Mrs. Gina Wheeler
Clerk
Harnett County Board of Commissioners
Post Office Box 759
Lillington, North Carolina 27546

RECEIVED
FEB 29 2016
HARNETT COUNTY
MANAGER'S OFFICE

Subject: Secondary Road Addition

To Whom It May Concern:

This is in reference to a petition submitted to this office requesting street(s) in Harnett County be placed on the State's Secondary Road System. Please be advised that these street(s) have been investigated and our findings are that the below listed street(s) are eligible for addition to the State System.

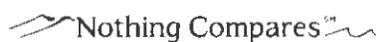
Victoria Hills Subdivision

- Tucson Court

It is our recommendation that the above named street(s) be placed on the State's Secondary Road System. If you and your Board concur in our recommendation, please submit a resolution to this office.

Sincerely,

David Plummer
Engineering Technician



DWIGHT W. SNOW

TELEPHONE 910-892-8199
FACSIMILE 910-892-5487

ATTORNEY AT LAW
302 W. EDGERTON STREET
DUNN, NORTH CAROLINA 28334

MAILING ADDRESS
P. O. BOX 397
DUNN, NC 28335
E mail: DwightSnow@nc.rr.com

March 2, 2016

via e-mail: Sharon@dunntourism.org

Ms. Sharon Stevens
Dunn Area Tourism Authority
103 East Cumberland Street
Dunn, NC 28334

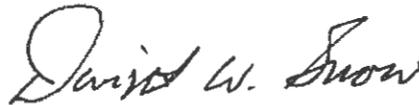
Re: Real property gift from Lester C. Phillips and wife, Winifred N. Phillips to the County of Harnett

Dear Sharon:

I forward this letter as a follow up to our telephone conversation regarding the closing of the real property gift donation from Lester C. Phillips and wife, Winifred N. Phillips to Harnett County. Attached you will find a proposed Resolution together with Exhibit "A" which includes a proposed General Warranty Deed from Mr. and Mrs. Phillips to the County of Harnett for two real property tracts totaling approximately 114 acres. My intent in forwarding this document to you is to enable you to present the same to Mr. and Mrs. Phillips for their review purposes. At such time that the deed is in a form satisfactory to Mr. and Mrs. Phillips, then the Resolution with Deed will be presented to the Harnett County Board of Commissioners at its regular work session on Tuesday, March 15, 2016. If the Board of Commissioners approve this documentation, then it will be scheduled for official adoption by the Board at its regular meeting on Monday, March 21, 2016 at 7:00 p.m.

If you should have any questions in reference to the above referenced information then please do not hesitate to call me. I look forward to the response from Mr. and Mrs. Phillips.

Sincerely yours,



Dwight W. Snow
Attorney for Harnett County

DWS:pna
enc.

cc: Director Carl Davis, Harnett County Parks and Recreation – cdavis@harnett.org

**RESOLUTION OF THE HARNETT COUNTY BOARD OF COMMISSIONERS TO
ACCEPT A GIFT OF REAL PROPERTY FROM MR. AND MRS. LESTER C. PHILLIPS**

WHEREAS, the County of Harnett, North Carolina (the "County") is a valid existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina; and

WHEREAS, under the General Statutes and the common law, counties may acquire real property by gift; and

WHEREAS, Lester C. Phillips and his wife, Winifred N. Phillips (M/M Phillips) are the owners of two real property tracts composed of approximately 114 acres which are located in Averasboro Township in Harnett County contiguous to the North Carolina Rail Trail as it extends from the City of Dunn to the Town of Erwin; that M/M Phillips desire to donate these two real property tracts to the County as a charitable gift, and the County has determined that the acceptance of this gift would be advantageous to the County and a great benefit to the citizens of Harnett County.

NOW, THEREFORE, BE IT RESOLVED BY THE HARNETT COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

1. That the Board of Commissioners does hereby approve the acceptance of that General Warranty Deed charitable gift from Lester C. Phillips and wife, Winifred N. Phillips as shown on the attached Exhibit "A."
2. That the Board of Commissioners on behalf of all the citizens of Harnett County hereby extends its heartfelt thanks to Lester C. Phillips and Winifred N. Phillips for this generous and benevolent real property gift.
3. The Harnett County Attorney and County staff are hereby authorized and directed to prepare and record the necessary documents to effectuate the County's acceptance of this real property gift conveyance.

Duly adopted this the 21st day of March, 2016.

Jim Burgin, Chairman
Harnett County Board of Commissioners

STATE OF NORTH CAROLINA)
)
COUNTY OF HARNETT) ss:

I, MARGARET REGINA WHEELER, Clerk to the Board of Commissioners of the County of Harnett, North Carolina, *DO HEREBY CERTIFY* that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE HARNETT COUNTY BOARD OF COMMISSIONERS TO ACCEPT A GIFT OF REAL PROPERTY FROM MR. AND MRS. LESTER C. PHILLIPS**” adopted by the Board of Commissioners of the County of Harnett, North Carolina at a meeting held on the 21st day of March, 2016.

WITNESS my hand and the corporate seal of the County of Harnett, North Carolina, this the 21st day of March, 2016.

MARGARET REGINA WHEELER
Clerk to the Board
County of Harnett, North Carolina

EXHIBIT "A"

Prepared by and mail to: Attorney Dwight W. Snow, P.O. Box 397, Dunn, NC 28335

EXCISE TAX: \$-0- GIFT

Parcel ID No.: Tract 1: 1507-96-4802.00; Tract 2: 1507-85-2766.00

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED, made this _____ day of March, 2016, by and between **LESTER C. PHILLIPS and wife, WINIFRED N. PHILLIPS** of P.O. Box 1643, Dunn, N.C. 28335, hereinafter called GRANTOR, to **COUNTY OF HARNETT**, a political subdivision of the State of North Carolina, of 102 Front St., Lillington, N.C. 27546, hereinafter called GRANTEE.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine or feminine 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 Averasboro Township, Harnett County, North Carolina and more particularly described as follows:

**SEE ATTACHED EXHIBIT "A" REAL PROPERTY LEGAL DESCRIPTION
WITH RESTRICTIONS**

All or a portion of the property herein conveyed does not include the primary residence of a Grantor. (N.C. Gen. Stat. §105-317.2).

The property hereinabove described was acquired by Grantor by instruments recorded in Book 884, Page 873 (Tract 1) and Book 906, Page 502 (Tract 2), Harnett 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:

SEE ATTACHED EXHIBIT "B" TITLE EXCEPTIONS

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals, the day and year first above written.

Lester C. Phillips

Winifred N. Phillips

NORTH CAROLINA
COUNTY OF HARNETT

I, _____, a Notary Public, do hereby certify that **Lester C. Phillips and wife, Winifred N. Phillips** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the _____ day of March, 2016.

Notary Public

My Commission Expires:

EXHIBIT "A"
REAL PROPERTY LEGAL DESCRIPTION WITH RESTRICTIONS

TRACT 1: PIN #1507-96-4802.00

BEING all of Tract 1 composed of 111.84 acres as shown on that map entitled, "EXISTING PARCEL SURVEY Property of: Lester C. & Winifred N. Phillips" dated December 2015 by Robert E. Godwin, Jr., PLS which is recorded in Map Book 2016, Pages 28-29, Harnett County Registry.

TRACT 2: PIN #1507-85-2766.00

BEING all of Tract 2 composed of 2.43 acres as shown on that map entitled, "EXISTING PARCEL SURVEY Property of: Lester C. & Winifred N. Phillips" dated December 2015 by Robert E. Godwin, Jr., PLS which is recorded in Map Book 2016, Pages 28-29, Harnett County Registry.

The above described real property tracts are conveyed subject to the following restrictions:

- (a) If the Grantee should develop all or a portion of the above described tracts, then it shall be only used for public park or public recreation purposes or as an extension of the public recreation use of the Rail-Trail.*
- (b) If the Grantee should develop all or a portion of the above described tracts for any purpose set forth in restriction (a) then the Lester C. Phillips family retains naming rights for the recreation use subject to the approval of the Harnett County Board of Commissioners.*

EXHIBIT "B"
TITLE EXCEPTIONS

Tract 1:

- 1) Utility easements of record including but not limited to
 - a. CP&L Easement recorded in Book 532, Page 169, Harnett County Registry*
 - b. City of Dunn Sanitary Sewer Easement recorded in Book 683, Page 438, Harnett County Registry.**
- 2) Roadways and rights of way of record and those visible by an inspection of the property.*
- 3) Such facts as an environmental study on the subject property by an environmental engineer would reveal.*
- 4) Such facts that are disclosed by that survey map recorded in Map Book 2016, Pages 28-29, Harnett County Registry.*
- 5) Riparian rights of others as to the flow of the Black River.*
- 6) Any government regulations concerning that portion of the subject property located in the FEMA Flood Area Zone AE.*
- 7) Local government zoning/planning regulations.*
- 8) 2016 ad valorem taxes which will be the responsibility of the Grantee to pay when due.*

Tract 2:

- 1) Utility easements of record including but not limited to
 - a. City of Dunn Sanitary Sewer Easement recorded in Book 683, Page 438, Harnett County Registry.**
- 2) Roadways and rights of way of record and those visible by an inspection of the property including but not limited to the 60 foot right of way for Aslie Avenue (SR 1725).*
- 3) Such facts as an environmental study on the subject property by an environmental engineer would reveal.*
- 4) Such facts that are disclosed by that survey map recorded in Map Book 2016, Pages 28-29, Harnett County Registry.*
- 5) Riparian rights of others as to the flow of the Black River.*
- 6) Any government regulations concerning that portion of the subject property located in the FEMA Flood Area Zone AE.*
- 7) Local government zoning/planning regulations.*
- 8) 2016 ad valorem taxes which will be the responsibility of the Grantee to pay when due.*

**Board Meeting
Agenda Item**

MEETING DATE: **March 21, 2016**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Request approval of the Harnett County Emergency Services Basic Life Support Training Policy.**

REQUESTED BY: **Jimmy Riddle, Emergency Services Director**

REQUEST:

Request approval of the Harnett County Emergency Services Basic Life Support Training Policy.

This policy is to establish a uniform procedure for providing Basic Life Support Training courses within Harnett County.

Harnett County Emergency Services will provide several types of American Heart Association Basic Life Support Courses.

The cost of the Basic Life Support Training will consist of a fee schedule based on the agencies, organizations and individuals.

All Basic Life Support courses will be provided at the Harnett County Emergency Services Center.

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:



HARNETT COUNTY EMERGENCY SERVICES

BASIC LIFE SUPPORT TRAINING POLICY



Purpose: To establish a uniform procedure for providing Basic Life Support Training Courses within Harnett County.

Procedure: Harnett County Emergency Services will provide the following types of American Heart Association Basic Life Support Courses:

- Friends & Family – Hands Only CPR Training
- Heart Saver CPR / AED Training
- Heart Saver First Aid / CPR / AED Training
- Health Care Provider CPR / AED Training

Fee Schedule: The cost of the Basic Life Support Training will adhere to the following fee schedule.

- **Local Government & Non-Profit Agencies within Harnett County:**
 - Cost of the Certification Card if required only, No Cost for the Instructors
- **All other organizations &/or Individuals:**
 - \$50.00 per student if the student is a resident of Harnett County plus the cost of the certification card if required.
 - \$75.00 per student for all Non-Harnett County residence plus the cost of the certification card if required.
- Payment must be received prior to the start of the course or before beginning classroom instruction.
- Fee's must be paid by cash or business check only to: County of Harnett

The American Heart Association strongly promotes knowledge and proficiency in all AHA courses and has developed instructional materials for this purpose. Use of these materials in an educational course does not represent course sponsorship by the AHA. Any fees charged for such a course, except for a portion of fees needed for AHA course materials; do not represent income to the AHA.

Class Location: All Basic Life Support Courses will be provided at the Harnett County Emergency Services Center – 1005 Edwards Brothers Drive Lillington, NC 27546

Class Size: To provide a standardize approach to Basic Life Support training we will utilize the following maximum and minimal class size requirements.

- Maximum: 24 students per course
- Minimal: 6 students per course
 - Individuals requesting Basic Life Support Training will be placed on a waiting list until the minimal class size requirements are met then a training session will be scheduled at the next available opportunity.



HARNETT COUNTY EMERGENCY SERVICES

BASIC LIFE SUPPORT TRAINING POLICY



Scheduling of Classes: To schedule a class please email hcemsaha@harnett.org with the following information.

1. Course Contact – Name, Phone Number, and Email Address
2. Type of Course
3. Roster – Names, Email, Phone Number & Home Addresses for all students
4. Proposed Class Date(s) – Include your proposed date as well as 2 alternate dates
 - a. The proposed class date should be no sooner than 3 weeks from the date you email the information to schedule a course.
5. Proposed Start Time of Class

Length of Classes: Harnett County BLS Training follows the American Heart Association guidelines on the length of training courses. They are listed below:

- Friends & Family: Estimated 1-2 hours
- Heart Saver CPR & AED: Estimated 2-3 hours
- Heart Saver First Aid CPR & AED: Estimated 5-7 hours
- Health Care Provider CPR: Estimated 4-5 hours

Student Class Materials: It is the student/organizations responsibility to purchase student manuals needed for class. They can be purchased at any of the following websites:

<http://www.laerdal.com/us/AHA>

<http://shop.aha.channing-bete.com/onlinestore/store.html?cid=2329&r=y>

<http://www.amazon.com/BLS-Healthcare-Providers-Student-Manual/dp/1616690399>

<http://ebooks.heart.org/catalog/show/bls%3B+english/36>

**Board Meeting
Agenda Item**

MEETING DATE: **March 21, 2016**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Approval of MOU regarding Assistant Medical Director in charge of Non-Traditional Practice Setting for Paramedics**

REQUESTED BY: **Jimmy Riddle, Emergency Services Director**

REQUEST:

Approval of MOU (Memorandum of Understanding) regarding the Assistant Medical Director in charge of Non-Traditional Practice Setting for Paramedics between County of Harnett and Daniel Christian Minor, M.D.

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:

NORTH CAROLINA

HARNETT COUNTY

**MEMORANDUM OF UNDERSTANDING REGARDING
ASSISTANT MEDICAL DIRECTOR IN CHARGE OF
NON-TRADITIONAL PRACTICE SETTING FOR PARAMEDICS**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MOU”) is made and entered into this ___ day of _____ 2016, by and between COUNTY OF HARNETT, a body politic, organized and existing under the laws of the State of North Carolina (hereinafter referred to as “County”) and DANIEL CHRISTIAN MINIOR, M.D., a physician duly licensed to practice medicine by the State of North Carolina (hereinafter referred to as “Physician”).

WITNESSETH:

WHEREAS, through its Department of Emergency Medical Services, County operates an emergency medical services system (hereinafter referred to as “County EMS System”) for the benefit and general welfare of its citizens; and

WHEREAS, the provision of these emergency medical services is regulated by the State of North Carolina through the regulations promulgated by the North Carolina Department of Health and Human Services, Division of Health Service Regulation, and set out in Subchapter P of Chapter 13 of Title 10A of the North Carolina Administrative Code; and

WHEREAS, 10A NCAC 13P.0401 requires that County appoint, either directly or by documented delegation, a Medical Director to provide medical oversight to County’s emergency medical services system; and

WHEREAS, County desires to implement a Non-Traditional Practice Setting Program for Emergency Medical Technician – Paramedics (hereinafter referred to as “EMT-P’s”), in which EMT-P’s may practice in a hospital setting within emergency departments of hospitals located within County, under the supervision of appropriately qualified medical personnel; and

WHEREAS, the specific locations wherein County’s Non-Traditional Practice Setting Program for EMT-P’s are: 1) Betsy Johnson Emergency Department, located within the physical confines of Betsy Johnson Hospital, 800 Tilghman Drive, Dunn, Harnett County, North Carolina 28334; and 2) Central Harnett Emergency Department, located within the physical confines of Central Harnett Hospital, 215 Brightwater Drive, Lillington, Harnett County, North Carolina 27546, both of which facilities operate under the Harnett Health System (hereinafter collectively referred to as “the NTPS – ED Facilities”); and

WHEREAS, both County and its Medical Director desire to appoint an Assistant Medical Director for the limited purpose of delegating to such Assistant Medical Director the duties of general supervision of its Non-Traditional Practice Setting Program for EMT-P’s, consistent with the rules and regulations promulgated and approved by the Office of Emergency Medical Services (OEMS); and

WHEREAS, Physician desires to assume the role of Assistant Medical Director for County's Non-Traditional Practice Setting Program for EMT-P's, as more fully set forth in this MOU; and

WHEREAS, Physician is duly licensed to practice medicine by the State of North Carolina and is qualified and willing to serve as Assistant Medical Director for County's Non-Traditional Practice Setting Program for EMT-P's;

NOW THEREFORE, the parties have mutually agreed to the terms and conditions of this MOU as follows:

Section 1. APPOINTMENT AND TERM

Execution of this MOU shall formalize the appointment of Physician as Assistant Medical Director for County's Non-Traditional Practice Setting Program for EMT-P's, and the acceptance of those duties by Physician for a term that shall commence on _____, 2016. This appointment and MOU shall continue until terminated by either party's giving 90 days written notice of termination to the other, subject to such modifications as the parties may agree to in writing at any time.

Section 2. GOVERNING LAW

This MOU is made and shall be construed in accordance with the laws of the State of North Carolina. Physician shall perform all duties and services under this MOU in full compliance with any applicable federal, state, and local laws, rules, and regulations.

Section 3. DUTIES AND REPOSIBILITIES OF PHYSICIAN

In his capacity as Assistant Medical Director for County's Non-Traditional Practice Setting Program for EMT-P's, Physician shall do, provide, and perform as follows:

3.1. Maintain the qualifications and complete and maintain the initial and continuing medical education requirements for an Assistant Medical Director of an EMS system as established by the North Carolina College of Emergency Physicians.

3.2. Pursuant to 10A NCAC 13P.0403(a) and other OEMS rules, regulations, policies, guidelines, etc. be responsible for the following:

3.2.1. Ensuring that medical control is available 24 hours a day in the NTPS – ED Facilities;

3.2.2. Establishing, approving, and annually updating treatment protocols in the NTPS – ED Facilities;

3.2.3. Medical supervision of the selection, initial education, system orientation, continuing education, and performance of EMT-P's in the NTPS – ED Facilities;

3.2.4. Medical supervision of the scope of practice performance evaluation for all EMT-P personnel in the NTPS – ED Facilities based on the treatment protocols for the NTPS – ED Facilities;

3.2.5. Medical review of the care provided to patients in the NTPS – ED Facilities;

3.2.6. Providing guidance regarding decisions about equipment, medical supplies, and medications used in the NTPS – ED Facilities; and

3.2.7. Ensuring the care provided in the NTPS – ED Facilities is up to date with current medical practice.

3.3. Pursuant to 10A NCAC 13P.0403(b), any tasks identified in Paragraph 3.2 of this MOU may be completed, through written delegation, by assisting physicians, physician assistants, nurse practitioners, registered nurses, emergency medical dispatchers (hereinafter referred to as “EMD’s”), or EMT-P’s.

3.4. Pursuant to 10A NCAC 13P.0403(c) and in consultation with County’s Medical Director, Physician may suspend temporarily, pending due process review, any EMT-P personnel in the NTPS – ED Facilities from further participation in the EMS System when it is determined that the activities or medical care rendered by such personnel may be detrimental to the care of a patient, constitute unprofessional behavior, or result in non-compliance with credentialing requirements.

3.5. Physician will communicate to County Medical Director any intended changes in any protocols, procedures, or medications used in the NTPS – ED Facilities prior to adoption so that plan modifications can be sent to OEMS for approval.

3.6. Physician will communicate to County Medical Director any critical patient care incidents on at least a quarterly basis at peer review meetings.

3.7. Physician (or his designee) will participate in the quarterly Harnett County EMS System Peer Review meetings.

3.8. Physician will schedule and maintain regular office hours, or otherwise make himself available at regularly designated times, for consultation with appropriate staff from County’s Department of Emergency Medical Services, with the day and time of such meetings to be at the discretion of Physician to accommodate his schedule.

Section 4. NO FEE FOR PHYSICIAN’S SERVICES

Physician understands and agrees that the services to be provided under this MOU to County shall be provided on a voluntary basis only.

Section 5. COMMUNICATIONS BETWEEN THE PARTIES

Physician shall confer with the Director of County’s Department of Emergency Medical Services (hereinafter referred to as “Director”) regarding all matters arising out of or concerning this MOU. Physician shall receive any instructions from the Director and Physician shall communicate any complaints about any matters arising out of this MOU directly to the Director.

Section 6. INDEPENDENT CONTRACTOR

Physician’s legal relationship with County shall at all times be that of an independent contractor. In performing services under this MOU, Physician shall exercise his sole discretion and professional judgement.

Section 7. INSURANCE

Physician shall provide and maintain his own medical malpractice liability insurance coverage in such amounts as Physician deems adequate to satisfy any claims against him which may arise out of his performance under this MOU. County shall maintain general liability with/and/or errors and omissions coverage for those acts or omissions of Physician in his capacity as Assistant Medical Director that are not instances of medical malpractice. County shall not hold Physician harmless nor indemnify Physician for any claims arising out of

Physician's performance under this MOU, except to the extent that such claims are covered by any policy of liability insurance maintained by County.

Section 8. NOTICES

Any notice of intent to terminate this MOU, or of a request to modify or clarify this MOU shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address as set out in this instrument, or as may be provided to the other party at any time hereafter.

Section 9. CONFIDENTIAL INFORMATION

Physician acknowledges and agrees that any information received by him which concerns the personal, financial, or other affairs of patients served by County's EMS System shall be treated by Physician in full confidence and shall not be revealed to any other persons, firms, or organizations, except in accordance with accepted medical practice and state and federal law regarding the confidentiality of such information.

Section 10. Entire Agreement

This MOU constitutes the entire agreement between the parties.

IN TESTIMONY WHEREOF County and Physician each caused this MOU to be executed in duplicate originals, one of which is retained by each of the parties.

HARNETT COUNTY

Chairman

Jim Burgin, Chairman Harnett County
Board of Commissioners

Attest

Gina

Margaret Regina Wheeler, Clerk to the
Harnett County Board of Commissioners

**Board Meeting
Agenda Item**

MEETING DATE: **March 21, 2016**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Approval of EMS Assistant Medical Director Contract**

REQUESTED BY: **Jimmy Riddle, Emergency Services Director**

REQUEST:

Harnett County Emergency Services requests approval of the EMS Medical Director contract between County of Harnett and Gregory Michael Christiansen, M.D. as the EMS Medical Director.

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:

NORTH CAROLINA

HARNETT COUNTY

**CONTRACT FOR HARNETT COUNTY EMERGENCY
MEDICAL SERVICES ASSISTANT MEDICAL DIRECTOR**

THIS CONTRACT is made and entered into this ___ day of _____ 2016, by and between COUNTY OF HARNETT, a body politic, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County") and GREGORY MICHAEL CHRISTIANSEN, M.D., a physician duly licensed to practice medicine by the State of North Carolina, (hereinafter referred to as "Physician").

WITNESSETH:

WHEREAS, through its Department of Emergency Medical Services, County operates an emergency medical services system (hereinafter referred to as "County EMS System") for the benefit and general welfare of its citizens; and

WHEREAS, the provision of these emergency medical services is regulated by the State of North Carolina through the regulations promulgated by the North Carolina Department of Health and Human Services, Division of Health Service Regulation, and set out in Subchapter P of Chapter 13 of Title 10A of the North Carolina Administrative Code; and

WHEREAS, 10A NCAC 13P.0401 requires that the County appoint, either directly or by documented delegation, a Medical Director to provide medical oversight to the County EMS System; and

WHEREAS, County desires to appoint Physician to the role of Assistant Medical Director for the County EMS System; and

WHEREAS, Physician is duly licensed to practice medicine by the State of North Carolina and is qualified and willing to assume the role of Assistant Medical Director for the County EMS System, more fully set forth in this Contract;

NOW THEREFORE, the parties have mutually agreed to the terms and conditions of this Contract as follows:

Section 1. APPOINTMENT AND TERM

Execution of this Contract shall formalize the appointment of Physician as Assistant Medical Director for County's EMS System, and the acceptance of those duties by Physician for a term that shall commence on _____, 2016. This appointment and Contract shall continue until terminated by either parties giving 90 days written notice of termination to the other, subject to such modifications as the parties may agree to in writing at any time. In the event of such termination, any payment due shall be prorated to the date of termination. If either party defaults in its obligations and fails to cure such default within 10 days of receipt of notice of such default, the non-defaulting party may immediately terminate this Contract.

Section 2. GOVERNING LAW

2.1. This Contract is made and shall be construed in accordance with the laws of the State of North Carolina, and the jurisdiction of any legal proceedings related thereto shall lie in Harnett County Superior Court.

2.2. This Contract is specifically authorized and executed as a continuing contract in accordance with the provisions of §153A-13 of the North Carolina General Statutes.

2.3. Physician shall perform all duties and services under this Contract in full compliance with any applicable federal, state, and local laws, rules, and regulations. Both parties to this Contract shall adhere to local, state, and federal legal requirements, including those regarding claim submission for third party payors, and those regarding the confidentiality of protected health information. The parties to this Contract may enter into other contracts or agreements stipulating the specific arrangements for achieving this compliance, including a Business Associate Agreement.

Section 3. DUTIES AND RESPONSIBILITIES OF PHYSICIAN

In his capacity as Assistant Medical Director for the County EMS System, Physician shall do, provide, and perform as follows:

3.1. Maintain the qualifications and complete and maintain the initial and continuing medical education requirements for an Assistant Medical Director of an EMS system as established by the North Carolina College of Emergency Physicians.

3.2. Pursuant to 10A NCAC 13P.0403(a) and other OEMS rules, regulations, policies, guidelines, etc. be responsible for the following:

3.2.1. Ensuring that medical control is available 24 hours a day, including being available by telephone 24 hours a day;

3.2.2. Establishing, approving, and annually updating treatment protocols in conjunction with the Director of the County's Department of Emergency Medical Services (hereinafter referred to as "Director");

3.2.3. Providing medical supervision of the selection, initial education, system orientation, continuing education, and performance of all EMS personnel;

3.2.4. Providing medical supervision of the scope of practice performance evaluation for all EMS personnel in the County EMS System based on treatment protocols for said System;

3.2.5. Providing medical review of the care provided to patients in traditional and non-traditional practice settings;

3.2.6. Providing guidance regarding decisions about equipment, medical supplies, and medications that will be carried on ambulances, EMS non-transporting vehicles, and non-traditional practice settings within the scope of practice of Emergency Medical Technician – Intermediates (hereinafter referred to as "EMT-I's") or Emergency Medical Technician – Paramedics (hereinafter referred to as "EMT-P's");

3.2.7. Ensuring the care provided in all County EMS System settings is up to date with accepted medical practice and procedures;

3.2.8. Overseeing Emergency Medical Dispatcher (hereinafter referred to as “EMD”) programs and the establishment, approval, and annual updating of an emergency medical dispatch priority reference system;

3.2.9. Reviewing data about the County EMS System and trends through interpretation of said data;

3.2.10. Providing medical direction for the County EMS System, including Medical and First Responders, Basic Life Support, Advanced Life Support, special events coverage, as well as providing direction to any agency providing emergency services in the County;

3.2.11. Providing medical oversight, guidance, and leadership for medical issues and responses for fire and law enforcement partners in the County;

3.2.12. Providing medical treatment supervision of personnel by randomly responding to emergency calls and observing the approach, demeanor, relationships, and medical treatment provided to patients and others by all responding personnel, including Medical and First Responders, fire, law enforcement, rescue, County EMS System personnel;

3.2.13. Relating to all patients and staff of the County in a professional manner; and

3.2.14. Other duties as may be requested and necessary in assuring a quality County EMS System.

3.3. Pursuant to 10A NCAC 13P.0403(b), any tasks identified in Paragraph 3.2 of this Contract may be completed, through written delegation, by assisting physicians, physician assistants, nurse practitioners, registered nurses, EMD’s, or EMT-P’s.

3.4. Pursuant to 10A NCAC 13P.0403(c), Physician may suspend temporarily, pending due process review, any EMS personnel from further participation in the County EMS System when it is determined that the activities or medical care rendered by such personnel may be detrimental to the care of a patient, constitute unprofessional behavior, or result in non-compliance with credentialing requirements.

3.5. Physician will schedule and maintain regular office hours, or otherwise make himself available at regularly designated times, for consultation with appropriate staff from the County’s Department of Emergency Medical Services, with the day and time of such meetings to be at the discretion of Physician to accommodate his schedule.

3.6. Physician (or his designee) will participate in the quarterly Harnett County EMS System Peer Review meetings.

3.7. Physician shall maintain all necessary professional registrations and licensures, and shall provide evidence of such to County upon request;

Section 4. FEE FOR PHYSICIAN’S SERVICES

For Physician’s services under this Contract, County shall pay Physician the sum of \$1,000.00 per month and the sum of \$100.00 per hour for each hour spent in undertaking the duties and responsibilities herein outlined. Such sums shall be paid to Physician on or before the 10th day of each month. The parties acknowledge and agree that the compensation set forth in this Contract is reasonable and represents the fair market value of the services to be provided. Further, the parties acknowledge and agree that they negotiated this Contract at arm’s length, and did not take into account the volume or value of referrals or other business that may be generated between the parties.

Section 5. COMMUNICATIONS BETWEEN THE PARTIES

Physician shall confer with the Director regarding all matters arising out of or concerning this Contract. Physician shall receive any instructions from the Director and Physician shall communicate any complaints about any matters arising out of this Contract directly to the Director.

Section 6. INDEPENDENT CONTRACTOR

Physician’s legal relationship with County shall at all times be that of an independent contractor. In performing services under this Contract, Physician shall exercise his sole discretion and independent, professional judgement. Nothing in this Contract shall be construed to create the relationship of principal and agent, or employer and employee, between County and Physician.

Section 7. INSURANCE

Physician shall provide and maintain his own medical malpractice liability insurance coverage in such amounts as Physician deems adequate to satisfy any claims against him which may rise out of his performance under this Contract. Said insurance coverage shall be stated in a Certificate of Insurance or other written evidence of insurance submitted to County by Physician at the commencement of this Contract and otherwise upon request. County shall maintain general liability with/and/or errors and omissions coverage for those acts or omissions of Physician in his capacity as Assistant Medical Director that are not instances of medical malpractice. County shall not hold Physician harmless nor indemnify Physician for any claims arising out of Physician’s performance under this Contract, except to the extent that such claims are covered by any policy of liability insurance maintained by County.

Section 8. NOTICES

Any notice of intent to terminate this Contract, or of a request to modify or clarify this Contract shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address as set out below, or as may be provided to the other party at any time hereafter.

County

Harnett County EMS Division
Post Office Box 370
Lillington, North Carolina 27546

Physician

Gregory Michael Christiansen, M.D.
4207 Praline Road
Holly Springs, North Carolina 27540

Section 9. CONFIDENTIAL INFORMATION

Physician acknowledges and agrees that any information received by him which concerns the personal, financial, or other affairs of patients served by the County EMS System shall be treated by Physician in full confidence and shall not be revealed to any other persons, firms, or organizations, except in accordance with accepted medical practice and state and federal law regarding the confidentiality of such information.

Section 10. NON-APPROPRIATION

No provision of this Contract shall be construed or interpreted as creating delegation of governmental powers, or as a donation by a lending of the credit of County within the meaning of the Constitution of the State of North Carolina. This Contract shall not directly, indirectly, or contingently obligate County to make any payments beyond those appropriated in the sole discretion of County for any fiscal year in which this Contract shall be in effect. No deficiency judgment may be rendered against County in any action for breach of a contractual obligation under this Contract, and the taxing power of County may not be pledged directly, indirectly, or contingently to secure any monies due under this Contract.

Section 11. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties, and shall not be altered, amended or modified, except by an agreement in writing executed by the duly authorized officials of both parties.

IN TESTIMONY WHEREOF County and Physician each caused this Contract to be executed in duplicate originals, one of which is retained by each of the parties.

Chairman

HARNETT COUNTY

Jim Burgin, Chairman Harnett County
Board of Commissioners

Attest

Clina

Margaret Regina Wheeler, Clerk to the
Harnett County Board of Commissioners

Gregory Michael Christiansen, M.D.

SIGN +
DATE

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

Kimberly Honeycutt
Kimberly Honeycutt, Harnett County Finance Officer

Kimberly

NORTH CAROLINA
HARNETT COUNTY

TRAFFIC – DOT CONSTRUCTION AGREEMENT

DATE: 1/11/2015

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 44477

COUNTY OF HARNETT

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the County of Harnett, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Department and the County propose to make certain traffic control improvements under said project in Harnett County; and,

WHEREAS, the County has agreed to participate in the cost of the project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of construction of a new entrance to the Harnett County Campus of Central Carolina Community College on US 421. The new entrance shall be constructed near the western property line of the campus and shall include a right turn lane on US 421.

DESIGN AND EQUIPMENT PROCUREMENT

2. The Department shall prepare plans and design specifications for the Project.

FUNDING

3. The total estimated Project cost is \$168,000. The County shall participate in the Project cost in an amount no to exceed \$70,000. The Department will be responsible for the remaining cost and all cost that exceeds the total estimated Project cost.

- A. Upon execution of the Agreement the County will provide a letter of commitment for their participation in the Project costs, in the amount of \$70,000.
- B. The County will provide reimbursement, in one payment, to the Department in the 2016-17 State fiscal year beginning in July 2016.
- C. Upon completion of the Project, the Department shall submit an invoice to the County \$70,000. The County shall make payment within sixty (60) days of invoicing by the Department.
- D. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23.

UTILITIES AND RIGHT OF WAY

- 4. The Department shall accomplish the relocation and/or adjustment of any and all utilities in conflict with the construction of the project. Said work shall be accomplished in a manner satisfactory to the Department, and without cost to the Department.
- 5. It is understood by all parties hereto that all work shall be contained within existing right of way. However, should it become necessary, the County shall provide any required right of way and/or construction easements at no cost or liability whatsoever to the Department. Acquisition of right of way shall be accomplished in accordance with State procedures. The County shall indemnify and save the Department harmless from any and all claims for damages that might arise on account of damage to public or private property and right of way acquisition, drainage and construction easements for the construction of the project.

CONSTRUCTION

- 6. The Department shall construct, or have constructed the new entrance. All work shall be performed in accordance with the N. C. Specifications, all local codes, ordinances, and procedures.

MAINTENANCE

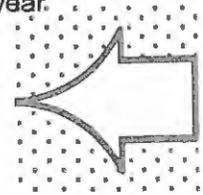
- 7. Upon completion of the Project, improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

ADDITIONAL PROVISIONS

8. The Department shall not be liable and shall be held harmless from any and all claims that might arise on account of the County negligence and/or responsibilities under the terms of this agreement and/or project.

9. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the County by authority duly given.



**SIGN
HERE**

ATTEST: COUNTY OF HARNETT

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

Approved by _____ of the local governing body of the County of Harnett

as attested to by the signature of Clerk of said governing body on _____ (Date)

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Gift

Federal Tax Identification Number

(SEAL)

Remittance Address:

County of Harnett

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

SIGN
+ DATE

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

Agreement ID # 6113

4

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER REQUIRED
BY THE LOCAL GOVERNMENT BUDGET
AND FISCAL CONTROL ACT

**Board Meeting
Agenda Item**

MEETING DATE: *March 21, 2016*

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Detention Center Health Plan**

REQUESTED BY: **Sheriff Rollins**

REQUEST:

The Sheriff's Office request approval of the Harnett County Detention Center Medical Plan. Harnett County contracts with Southern Health Partners to provide medical care to the Harnett County Detention Center. The Medical plan is developed by Southern Health Partners.

The plan has been reviewed and approved by the Harnett County Sheriff's Office and the Director of the Harnett County Department of Public Health. It has also been reviewed by the Harnett County Legal Services Staff. The plan must be reviewed and approved annually.

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:



Office of the Sheriff of Harnett County
Sheriff Larry Rollins

www.harnettsheriff.com

PO Box 399

175 Bain Street, Lillington, NC 27546

Phone: 910-893-9111; Fax: 910-893-6450

This Detention Center Health Plan is hereby approved as of _____ by the
Harnett County Sheriff's Office and by the health director of the Harnett County
Department of Public Health.

Larry Rollins Date 1/13/16
Harnett County Sheriff

[Signature] Date 1/26/2016
Harnett County Health Director

This Detention Center Health Plan is hereby adopted by the Harnett County
Board of Commissioners this the _____ day of _____

Chairman

Attest: _____
Clerk to the Board

Chairman

Gina

Harnett County Detention Center

Detention Center Health Plan

The compliance with this Detention Center Health Plan is the joint responsibility of the **Harnett County Sheriff, and Southern Health Partners, Inc. (sometimes hereinafter referred to as “SHP”)**, the contracted provider of care to the inmates of the **Harnett County Detention Center**.

Receiving Screening

Upon the arrival of each inmate at the **Harnett County Detention Center**, a preliminary health assessment (Receiving Screening) will be performed by correctional officers.

At a minimum, the assessment will include the following:

- Documentation of current illnesses and health problems including medications taken and special health requirements.
- Documentation of mental health problems, dental problems and allergies.
- Behavior observation, including state of consciousness, mental status, appearance, conduct, tremors, and sweating.
- Inquiry into use of alcohol and other drugs, including types, methods, date/time last taken and problems arising out of use.
- Notation of body deformities and ease of movement.
- Observation of persistent cough or lethargy as well as an inquiry to unintentional weight loss, night sweats and known exposure to TB.
- Inquiry as in known communicable diseases including sexually transmitted disease.

- Condition of skin including, trauma markings, bruises, lesions, jaundice, rashes and infestations, and needle marks or other indications of drug abuse.
- Status classification to succinctly identify the inmate's health status.
- Referral of the inmate for emergency health services or additional health services, as may be necessary.

If as a result of the receiving screening it is apparent that an inmate requires medical attention, then the inmate will immediately be referred for treatment. The appropriate level of treatment (i.e. treatment in-house by a member of the professional health services staff or referral to a hospital or other community-based health service) should be made after a thorough evaluation of the inmate's condition.

Health care standards require that information regarding access to health care services be communicated orally and in writing to inmates upon their arrival at the correctional facility. To meet these standards, SHP will use notices, printed in both English and Spanish. These will be posted in the Intake area advising them of how to access the health care delivery system, in addition to the verbal and written/documented notification which is provided at booking.

Daily Triage of Complaints

In order to ensure that inmate health problems and requests are addressed promptly, appropriately and efficiently, we use a structured triage procedure, proven effective in other correctional settings.

Our Medical Director (Physician) always oversees the triage system that is followed by all health care personnel. This ensures that the inmates receive the appropriate level of care and that their complaints are properly processed and resolved.

Inmates have the ability to access the triage system by submitting a health care request form. These requests are received and processed daily by the health care staff, and as a first step in the triage system the inmate is then seen by a member of the professional nursing staff and appropriate treatment is administered within the scope of the Nurse Practice Act. Those inmates requiring a higher level of service will be referred to the physician, physician assistant, or other appropriate professional practitioner in a timely manner.

If the Physician or other practitioner determines that the inmate's medical needs are more extensive or specialized than can be addressed within the facility's health care program, an appropriate referral to outside medical services will be provided.

Sick call must be conducted on-site by a physician, nurse practitioner or a physician assistant under the direction of a physician. The majority of inmates to be seen by the physician will have been screened as part of the formal triage system. However, this will not preclude an inmate who had not been triaged or who has a sudden or acute problem, from seeing the physician during the time the physician is on-site at the facility.

Appropriate documentation will be recorded and maintained for all inmates seen at sick call. This information will be incorporated into the inmate's medical record as appropriate. An inmate's medical record will contain appropriate entries completely documenting each sick call encounter (i.e., an inmate's specific health request, the assessment of the health care professional who saw the inmate, the prescribed treatment plan, and any follow-up encounters). This will ensure that all inmates' health requests are promptly and properly handled, documented, and followed through to a satisfactory resolution.

Special Medical Program

We will provide all special health care services required including, but not limited to, care for inmates who are chronically or terminally ill, physically handicapped, developmentally disabled or inmates with special mental health needs or convalescing inmates. Individual treatment plans will be developed for all chronically ill, terminally ill and convalescing inmates. Examples of chronic illness include diabetes, hypertension, asthma and epilepsy. Convalescing inmates include those recovering from fractures, inpatient surgical procedures, and hepatitis and other communicable diseases. The type of treatment will be determined by the needs of the individual inmate, but may include such things as medications, special diets, physical therapy, laboratory tests or dressing changes. Each treatment plan will be initiated by the physician and will be detailed in the individual's medical record.

We will keep a list of inmates with special needs and maintain schedules for medical treatment in accordance with our established protocols for each illness. For example, daily blood sugars are obtained on all diabetics receiving insulin, Dilantin levels are monitored monthly on epileptic inmates, and blood pressure evaluations are performed as clinically indicated on inmates receiving anti-hypertensive drugs.

Medical determination of a tendency towards suicide or a history of seizures will result in the inmate being assigned to quarters that have close supervision.

We realize that communicable diseases, such as tuberculosis (TB), HIV and hepatitis require special attention in inmate populations. We have developed an Infection Control Program that incorporates education, diagnosis and treatment of inmates. Screening for TB and/or HIV occurs at time of intake, if conditions indicate that such testing is necessary.

Neither North Carolina nor Federal laws specifically require HIV testing upon request; however we feel that the most prudent course to take would be to make testing available but limit it by leaving the decision to the medical staff.

Data supports that our inmate population has a higher than usual incidence of sexually transmitted disease. This is addressed in the medical intake screening and then in more dependent upon the H&P. If at the time of intake, the H&P or any time complaints of that nature is offered. We will then initiate testing and or treatment. This is usually determined by the site's MD if inmate is to be evaluated at the local Health Department

Our Infection Control Program includes, but is not limited to:

- Surveillance procedures to detect inmates with infectious and communicable diseases, appropriate immunizations to prevent these diseases and proper treatment and care for inmates with these diseases.

- The decontamination of medical equipment and proper disposal of sharps and medical bio-hazardous wastes. Used by the medical staff, or determined by the medical staff to be considered bio-hazardous waste.

- Strict adherence to universal precautions by health care workers to prevent exposure to blood-borne pathogens.

- Notifying the local county health department of confirmed cases of all STD, TB, HIV, Hepatitis, Listeria E-coli, MRSA, as well as other disease reportable according to the DHHS 2124 criteria.

We will also dispose of all medically-related infectious and hazardous waste in accordance with all state and federal regulations. We follow and assure compliance with Occupational Health and Safety Administration (OSHA) guidelines for infection control procedures.

Pharmaceuticals and Medical Supplies

An agreement has been set in place to order all prescribed medications from a contracted pharmacy vendor. Any STAT medications may be ordered from a local pharmacy provider. STAT medications are classified as medications which need to be started immediately and a supply of such medications is not currently on-site within the medical unit. The pharmacy vendor will supply the SHP Formulary and ordering sheets to the facility for the placement of orders. All orders received before 3:00 p.m. EST, will be shipped out for next day delivery.

SHP shall comply with all applicable state and federal regulations regarding the prescribing, dispensing, administering, and procuring of pharmaceuticals. All employees must review the ordering procedures for pharmaceuticals. No medications will be ordered without a physician's order. All re-orders must be approved through the physician also. Medications are prescribed only when clinically indicated, not for disciplinary purposes.

All pharmaceuticals must be stored appropriately, in accordance with their storage instructions (i.e. refrigeration, etc.). Security storage (under lock and key) must be maintained for all prescribed medications. Only the nurse and health services staff will have access to the medications. If applicable, a key may be given to security in case of emergencies. All narcotics are to be kept under separate lock and key from other medications.

Application I for the registration to comply with the North Carolina Controlled Substance Act will be submitted at which time the N.C. Department of Health and Human Services then schedules an onsite inspection and upon the evaluation. The N.C.D.H.H.S will notify the Detention Center of the requirements that they must implement to be granted permission.

The nurse and Medical Director as needed should perform a periodic review of all pharmacy orders. A narcotic count must be performed on a regular basis and the nurse and/or physician should review all reports. Copies of all count sheets are to be kept on file for review and/or audit.

All expired pharmaceuticals must be destroyed accordingly. The pharmacy vendor will perform this service on a quarterly basis, or sooner if needed. The nurse must call the pharmacy directly to the schedule this services when needed. Also, a Sharps Count must be kept by all nursing staff with all count sheets to be kept on file for review and/or audit.

Diabetic inmates may be allowed to draw and administer their own insulin under the supervision of a health care staff member, and/or under security's approval.

All pharmaceuticals will be maintained in the medication room and only personnel authorized to give medications will have access to this area. The medication room area will be locked at all times and only authorized personnel will have keys.

The pharmacist will be responsible to select all generic equivalent drug products used in the correctional facility. All drug products utilized will be those of a certified Food and Drug Administration approved manufacturers. In addition, the pharmacy vendor will conform to all federal laws, State statutes, and the state Board of Pharmacy regulations concerning drug products.

All drug recalls will be the responsibility of the pharmacist. Collection and return of recalled drugs will be the pharmacists' responsibility at the dispensing level and the nurse's responsibility, upon notification, at the drug administrator level.

All outdated, unused, deteriorated drugs will be the responsibility of the pharmacist to return and destroy during their quarterly inspections. Control substances returned or otherwise destroyed will be in compliance with federal and state regulations.

The pharmacy vendor according to the State Pharmacy Law shall label all prescription. Each prescription will contain the following information: Name/address of the dispensing pharmacy; Name of the prescriber; Name of patient; Directions for use; Date the prescription was originally filled; Name of drug and strength.

All floor stock shall be reviewed and authorized by the Medical Director. Floor stock will be issued as non-prescription floor stock, prescription floor stock, and emergency floor stock drugs. Only persons authorized to prescribe within the state with the facility is located may order floor stock to be kept within the medical unit.

Emergency Medical, Dental, and Mental Health

Certain members of the professional health care staff, including the physician, will have twenty-four (24) hour on-call responsibility for any emergency that may arise. In the event of an emergency or in response to any medical need, the nursing on-call staff must be called and will immediately respond by telephone to work with security staff to evaluate the inmate. Other appropriate medical personnel will be notified if necessary. The inmate will be transferred to a hospital emergency room for further treatment, if clinically indicated and agreed to by the SHP on-call medical authority.

When emergency transportation is required, medical personnel will decide whether an ambulance or security van is required and coordinate appropriate transportation with the corrections administration and security. However in the event where the correctional officer feels that the services of EMS is required, and the medical staff is not present to address the situation, then the correctional officer should make provisions for emergency transport without the hesitation of notifying the medical staff.

Dental Care

Dental treatment shall be provided according to an established treatment plan/order, and based on established priorities. Consultation to the dentist and/or dental specialist will be available. Dental treatment will be scheduled on an as needed basis, for the earliest appointment time available. Medical staff should notify the dentist of requested treatment in advance of services being performed.

The Medical Director will review all prescriptions for approval. Any substitutions for prescribed narcotics/medications should be confirmed with the Dentist, but may just be changed by the Medical Director to confirm with the Detention Center policy (limits on narcotics, etc.).

Mental health and chemical dependency withdrawal

Inmates reporting the use of alcohol, opiates, stimulants, sedatives, hypnotic drugs, or other substances will be evaluated for their degree of reliance upon and potential for withdrawal from these substances and possible intoxication or overdose. Upon completion of the screening process, patients indicating such uses must be immediately referred to the medical staff for further evaluation and treatment.

Detoxification will be carried out only under medical supervision and initiated by the medical staff with physician overview on an individual care basis. All detainees found to be demonstrating the signs and symptoms of drug/alcohol withdrawal will be seen by the Medical Director and his treatment plan will be followed. Inmates experiencing severe, life threatening intoxication or withdrawal must be seen by the Medical Director and upon his orders may be transferred to a licensed acute care facility, or the local emergency room for treatment. The Detention Center Administrator must receive authorization of this transfer.

Detox inmates must be monitored on a consistent basis and all findings charged in his/her medical record. Documentation of the patient's status during detoxification is very important and must be reviewed by all medical staff members when needed in order to maintain patient care while incarcerated.

Detox inmates may be referred to the designated mental health provider or a local program for assessment regarding dependency issues.

Pregnant females who have drug/alcohol dependency will promptly be referred to the Medical Director for appropriate treatment methods. The Medical Director may have established treatment protocols.

Inmates who are on Methadone will be referred to the Medical Director for appropriate withdrawal treatment plans to be used.

Medical staff will verify a patient's history and medication prior to inception of services. Physician will review the information and make referrals as appropriate.

Treatment services may include on-site and/or off-site crisis intervention. Not all treatments include the prescribing of psychotropic medications. Crisis intervention is to be initiated if patient is a threat to themselves and others.

Pregnant Inmates

All verified and confirmed pregnant inmates will be referred to the designated prenatal clinician who can provide obstetric services including regular prenatal care, medical exams, activity level advice, safety precautions, nutrition guidance and counseling. The inmate will be prescribed prenatal vitamins while incarcerated and applicable laboratory and diagnostic testing will be performed.

The Detention Center Administrator must be notified of the inmate's pregnancy and on-going treatment. Corrections Officers should be alerted to the inmate's due date as it approaches and she should be under close observation around that time.

Medical staff will document inmate's previous health history and other births. An outside specialty clinic visits will also be documented and noted in the patient's chart, along with services rendered noted in the file. Medical staff must utilize the Pregnancy Flow Sheet to monitor the pregnancy. The Medical Director should review the flow sheet on a consistent basis, maybe at the established chronic clinics reviews.

Pregnant inmates needing obstetric services will be referred to the local County Health Department.

The designated mental health provider may be asked to participate in the treatment plan regarding the patient. Issues which may be discussed are any psychotropic medications needs and/or depressions issues the patient may experience due to separation from the baby after the birth.

Medical Records

All medical records will be kept in the medical unit or, if inactive, in a secure place accessible to medical personnel. For period of seven years. The Detention Center Administrator should be consulted as to the space needed for the storage of inactive files.

All medical encounters will be entered into the medical record using a narrative, pathways or S.O.A.P. format. The medical record will contain the following elements and all laboratory reports, consult reports, discharge summaries, and diagnostic studies will be reviewed and initialed by the physician before placement in the medical record.

1. Master Problem List (if a chronic condition patient);
2. Receiving Screening form;
3. Admission Data/History and Physical Assessment form;
4. Physicians' Orders form;
5. Progress Notes;
6. Laboratory studies; Diagnostic studies; Dental records;
7. Psychiatric and psychological reports;
8. Consultant's reports; x-ray reports;
9. Medication Administration Records;
10. Consent forms; Discharges summaries;
11. Release of Responsibility and Authorization for Release of Information Forms;
12. Sick Call Request forms;
13. Specialized treatments plans;
14. All other relevant and medically related materials;
15. Transfer forms

When an inmate is reincarcerated, the prior record, if one exists, will be reactivated and reviewed by the medical staff. The inmate will have one (1) medical record that contains a record of all medical services that are rendered.

All forms must be signed and dated appropriately.

Confidentiality of Health Records

HIPAA regulations apply to any protected health information such as information that concern's a person' social security number, date of birth, physical or mental health, healthcare, or payment information that could be used to identify an individual. That information must be blocked from a disclosure of such information. While individuals are in a correctional institution, SHP can use or disclosure an inmate's protected health information to the medical unit of another correctional institution for the following reasons:

Provision of health care services;

1. Health and safety of the inmate or other inmates;
2. Health and safety of correctional institution personnel;
3. Health and safety of those personnel responsible for transporting or transferring of inmates;
4. Law enforcement on the institution's premises;
5. The administration and maintenance of the safety, security, and good order of the institution.

N.C.G.S 130A 143 has strict confidentiality to information about reportable communicable diseases. The public health regulations authorize a local health department director to notify the sheriff if a detention inmate has certain communicable diseases. This regulation excludes HIV infection and AIDS. The disease must represent a significant threat to the public health.

Further, if an inmate has escaped from custody, HIPAA does not restrict the use or disclosure of an inmate's medication information. In such situations, the correctional institution may use or disclose the inmate's personal medical information as long as that use or disclosure is consistent with applicable law and standards of ethics.

The inmate's medical record is considered confidential and may not be shared with unauthorized individuals or agencies without the inmate's written consent. Training will be extended to all staff upon orientation as to the importance of maintaining medical confidentiality.

Confidentiality Specific to HIV infection and AIDS

1. Any information and records, especially medical records that might identify an inmate as HIV infected, will be kept strictly confidential.
 - a. The above reflects North Carolina's Law. Federal courts have recognized that inmates retain the right to privacy that protects against the disclosure of sensitive medical information.
2. Detention center medical staff only under the following circumstances may release the inmates HIV status:
 - a. Release is made to health care personnel who are providing care to this inmate.

- b. Release is made with the inmate's written consent or the written consent of the inmate's guardian.
- c. Release is made pursuant to a subpoena or court order.

Note: If an exposed officer learns from the detention center physician or private physician that an inmate is HIV infected, he or she must keep that information strictly confidential. The reason for telling the officer is to permit effective treatment and counseling. It is a misdemeanor if the officer discloses this information to another officer.

The only exception to the confidentiality law is N.C.G.S. 53A 222 allows inspectors with the Detention Center and detention branch to see an inmate's medical record unless the inmate objects in writing. Before inspectors may review the inmate must be informed in writing of his right to object

Privacy

All medical evaluations and services are to be performed in as much privacy, with respect to security issues, as possible. The discretion is with the Medical Director, physician, or nurse providing the service.

Security personnel may be present if the patient poses a probably risk to the safety of the medical staff or others. Instruction on maintaining confidentiality is given to security staff that observes or hears health encounters. When cell side triage is required, medical staff must take extra precautions as to promote private communication with the inmate.

Handling of Intoxicated Inmates

Upon completion of the screening process, patients indicating such uses must be immediately referred to the medical staff for further evaluation and treatment.

Detoxification will be carried out only under medical supervision and initiated by the medical staff with physician overview on an individual care basis. All detainees found to be demonstrating the signs and symptoms of drug/alcohol withdrawal will be seen by the Medical Director and his treatment plan will be followed. Inmates experiencing severe, life threatening intoxication or withdrawal must be seen by the Medical Director and upon his orders may be transferred to a licensed acute care facility, or the local emergency room for treatment. The Detention Center Administrator must receive authorization of this transfer.

Pregnant females who have drug/alcohol dependency will promptly be referred to the Medical Director for appropriate treatment methods. The Medical Director may have established treatment protocols.

Inmates who are on Methadone will be referred to the Medical Director for appropriate withdrawal treatment plans to be used.

Training for Officers

Training programs should be providing by a Detention Center training coordinator or through programs funded by the county or state (depending upon the facility resources). All training programs provided by SHP must be documented and the Detention Center training coordinator will keep attendance rosters.

Upon request by the Detention Center Administrator, SHP in a joint effort along with other available entities will provide the following training:

First Aid; Suicide Prevention; CPR; Screening Techniques; Health Referrals; Medication Administration; Recognizing chronic conditions/illnesses; Signs and Symptoms of Mental Illness; Confidentiality (HIPAA); Infectious Diseases – AIDS, MRSA, TB

The nurse should participate in the on-going training program currently set-up through the Facility, whenever available to do so.

Transporting inmates to outside sources for medical care

The transportation officer will be notified by medical personnel when an inmate is scheduled for an appointment outside the Detention Center. Security staff will plan the transportation. Medical staff will not inform the inmate of the date or time of the appointment. When emergency transportation is required, medical personnel will decide whether an ambulance or security van is required and coordinate appropriate transportation with the corrections administration and security.

Medical Co-Pay

The medical staff is not to benefit in any way from the co-pay system. The nurse who is triaging or treating the inmate is only to complete any forms to provide information so that an inmate's account can be charged.

Continuity of Care

Upon an inmate's admission into the Detention Center, every effort must be made in obtaining information concerning previous and/or current treatment plans. Record request forms may be sent to the inmate's treating physician for inclusion into inmate's current medical file at the Detention Center. The Medical Director must be made aware of the medical records upon arrival, for his/her review as well.

All medications must be verified before their continuance. All verifications (or inability to verify) must be noted within the patient's chart. Once medications have been verified, the Medical Director may give a verbal order (if not on-site) to continue the medications until the next scheduled physician sick call, based upon the inmate's compliance prior to incarceration and present condition. Identified long-term and/or serious chronic conditions must be referred to the Physician for referrals or follow-up clinic visits as needed.

All pregnant inmates will be placed on pre-natal clinic for review by a local OB/GYN clinic or the local county health department. Those pregnant inmates exhibiting serious conditions may be referred to the hospital for assessment.

All ordered tests and/or consults are completed in a timely manner. The Medical Director must sign all outpatient service discharge summaries as evidence of review. If changes in treatment are necessary, the changes must be noted and clinical justification for an alternative treatment plan is noted.

Health Assessment

All history and physical data will be obtained by medical staff and recorded on an Admission Data History and Physical Exam form. The medical staff will review the Receiving Screening form and confirm all information, as well as ask for any additional medical history information that may not have been noted upon admission. The medical staff must make verification of previous history, and document such verification and/or non-verification.

Within 14 calendar days of arrival into the Detention Center, inmate will receive a full health assessment by SHP medical staff. A recording of inmate's current weight, height, blood pressure reading, and temperature and pulse rate will be noted on the Assessment form. Female inmates will be given a pregnancy test if their situation deems possible pregnancy and/or upon request.

The medical staff in conjunction with the Assessment form will perform a physical exam. Inmates with a chronic condition will be screened and questioned specifically about their condition. Chronic care inmates will be referred to the physician's chronic care clinic for an initial assessment and treatment plan as well.

Other lab and/or diagnostic testing may be required based on information received from the Receiving Screening or Assessment form. Physician's orders must be obtained for the testing.

An inmate, who has been re-admitted into the Detention Center and had a documented health assessment within the previous 12 months, need not be re-examined unless changes in inmate's health have been noted upon admission.

An inmate has the right to refuse a health assessment. Please refer to the policy Right to Refuse Treatment. If an inmate refuses a TB test, the inmate must be placed in isolation for precautionary measures, as TB is an infectious disease. Medical staff should monitor inmate until the TB testing is completed. Depending upon the reasons for the inmate's refusal, the Medical Director and/or mental health staff may be advised to speak with the inmate about his/her concerns.

All history and physicals must be referred to the Medical Director for review and sign-off.

Grievance Procedure

Upon receipt of an inmate's grievance, the nurse will review the information presented and speak with the inmate about the problem and possible resolution. All information about the conversation should be documented on the grievance form and filed within the inmate's medical record. All responses to inmate grievances must be timely and based on principles of adequate and prudent medical care.

Correctional officers will provide grievance forms to inmates upon their request. The inmate will give the completed form to a correctional officer who then gives the form to the medical staff for resolution.

An incident report may accompany a copy of the grievance if submitted to the SHP corporate office. If the corporate office needs to be involved in the resolution of the problem, communication with the nurse, as well as a review of the applicable records and/or other information will begin. The nurse should notify the corporate office of the need for involvement.

After the grievance has been resolved, the Detention Center Administrator should be notified as to the resolution.

If the inmate does not agree with the resolution, an appeal may be filed citing additional information. The nurse and Detention Center Administrator will once again review this appeal grievance, with a copy forwarded to the corporate office for resolution. All appeals must be sent to the corporate office for review.

Collection of DNA

In keeping in compliance with the Session law 2003-376 House Bill 79, the nurse or member of the Detention Center health team will provide the phlebotomy service for the collection of the DNA samples that are specific to meeting the requirements mandated by the state of North Carolina. This does not address the issue of obtaining DNA for the use of forensic investigation, for which no member of the Detention Center medical team is to participate in any actions of this nature. The Detention Center medical team is only to provide the services of phlebotomy and under no circumstances should be involve with the records keeping, finger printing and transport of the specimen. The location and time of this service will be established in agreement with both the duty officers and the medical team member. This procedure is never to interfere with the health care provider's responsibility to deliver health care services to the inmates of this facility.

This Detention Center Health Plan is hereby approved as of April 18, 2011 by the **Harnett County Sheriff's Office** and by the health director of the Harnett County Department of Public Health.

Larry Rollins Date: 4-26-11
Harnett County Sheriff

[Signature] Date: 4-26-11
Harnett County Health Director

This Detention Center Health Plan is hereby adopted by the Harnett County Board of Commissioners this the 18th day of April, 2011.

Timothy B. McNeill
Chairman

Attest: *Margaret Regina Wheeler*
Clerk to the Board



**Board Meeting
Agenda Item**

MEETING DATE: *March 21, 2016*

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Governor Highway Safety Grant**

REQUESTED BY: **Sheriff's Office**

REQUEST:

Harnett County Sheriff's Office has applied for a grant from the North Carolina Governor's Highway Safety Program. The grant is for four full-time traffic enforcement positions, four vehicles fully equipped. The total cost the first year is \$ 499,236.00 with the county funding \$ 74,885.00 (15%) for the 2016-17 Budget Year. The Grant will fund 30% of the personnel cost the second year and 50% of personnel cost the third year. The county will be responsible for 100% after the third year.

During the last five years, ending 2014, Harnett County has averaged 23 fatal crashes and ranked 11th in the state. Harnett is ranked 13th in overall crashes, 12th in alcohol related crashes, 10th in speed related crashes and 14th in youth related crashes in the state.

The Sheriff's Office feels there is a great need to add four traffic enforcement deputies to increase our present on the streets and highways.

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:

**North Carolina Governor's Highway Safety Program
Traffic Safety Project Contract – Form GHSP-01**

SECTION A – GENERAL INFORMATION

1. Agency: HARNETT COUNTY SHERIFF	4. Contact Person for Agency: Gary McNeill
2. Agency Address: PO Box 399 LILLINGTON, NC 27546-0399	5. Telephone Number: * +1 (910) 893-0102
	6. Cell Phone: +1 (910) 814-0417
3. Physical Location of Agency * 175 Bain Street, Lillington, NC 27564	7. Email of Contact Person * gmcneill@harnett.org
8. Federal Tax ID Number / Type of Agency Federal Tax ID Number: *56-6000306 DUNS No : * 799829242 County: * HARNETT COUNTY Type of Agency <input type="radio"/> State <input type="radio"/> Non-Profit <input checked="" type="radio"/> County <input type="radio"/> Higher Education <input type="radio"/> Municipality <input type="radio"/> Hospital	9. Project Year * <input checked="" type="radio"/> New <input type="radio"/> Continuation Year: <input checked="" type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4+
	10. Allocation of Funding * Federal % 85.00 Local % 15.00

11. Project Title: *

12. Budget	Total Project Amount	Source of Funds	
		Federal Amount	State/Local Amount
Personnel Costs	\$264,308.00	\$224,662.00	\$39,646.00
Contractual Services			
Commodities Costs			
Other Direct Costs	\$234,928.00	\$199,689.00	\$35,239.00
Indirect Costs			
Total Project Costs	\$499,236.00	\$424,351.00	\$74,885.00

13. Specify How Non-Federal Share Will Be Provided:
Harnett County local property tax accessment

Project Number:	CFDA#: 20. Work Type:
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SECTION B – DESCRIPTION OF PROJECT

Statement of Problem (Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

Problem Identification:

Harnett County has a large number of alcohol-related fatalities compared to other counties. During the last five years, ending in 2014, Harnett County has averaged 23.26 fatal crashes and ranked 11th in the state. In 2014, Harnett County had 74 property damage only crashes, 18 fatal crashes, and 115 non-fatal injury Alcohol-Involved Crashers. In 2014 Harnett County had 23 fatal injuries and 2,056 crashes. Harnett County is ranked 13th in overall crashes, 12th in alcohol related crashes, 10th in speed related crashes and 14th in youth related crashes in the state.

Harnett County has 127 sworn officers with 46 assigned to general patrol and three assigned to traffic enforcement, and four K-9 Deputies (over 30% of their time is traffic enforcement). We began to partner with NCGHSP in 2006 and continued the

traffic unit enforcement activities. Harnett County has a DWI task force of all the towns and Sheriff's Office including North Carolina Highway Patrol. The Harnett County Task Force conduct monthly Booze It and Lose It checkpoints. The Harnett County Sheriff's Office has a Educational program that targets high school seniors. As part of this effort, we provide educational events at the four high schools before prom each year. We have the Drunk Buster carts and googles for the youth to drive to simulate impaired driving.

Harnett County is located in the Central part of North Carolina. The county covers 595 square miles with a population of 126,600 of mostly rural area. The county population has increased 19% since 2006. The Harnett County Sheriff's Office in 2015 responded to 45,709 complaints. The county is dissected by NC Highways 401, 55, 27, 210, 42, 87 and 421 and by Inter-State 95. Highway 87 is a new four lane highway that connects Cumberland County with Sanford and the northwest part of the state. Highway 401 is the major connector from Cumberland County to Wake County and the northern part of the state. The traffic count in 2014 in Lillington where US 401, US 421 and NC 210 merge is over 20,000 vehicles per day. These highways along with the secondary roads make for a major challenge for the North Carolina Highway Patrol.

All the above facts illustrate the need for additional resources to assist the Highway Patrol in reducing both the total number of crashes and the number of fatal crashes in Harnett County.

Proposed Solutions:

The Harnett County Sheriff's Office would like to provide additional Deputies for traffic enforcement but lack the funds to dedicate manpower to this goal. We are requesting funding to add four additional traffic enforcement deputies. The Harnett County Sheriff's Office is dedicated to providing these resources with the assistance of Governor's Highway Safety Program. If funds are made available to Harnett County Sheriff's Office, the Sheriff's Office will work with the North Carolina Highway Patrol and other agencies in Harnett County to have aggressive enforcement during Booze or Lose It and Click It or Tick It campaigns.

There are three main areas that the Sheriff's Office would like to concentrate. There are; alcohol-related fatalities, speed related fatalities and educational programs for young drivers. The Sheriff's Office would like to add four additional traffic enforcement deputies to increase our present on the streets and highways. With a total of seven full time traffic enforcement deputies, we will make a greater impact through enforcement and educational programs. The Sheriff's Office will use other methods to reduce the crash rate in Harnett County.

The Traffic Squad's primary duties will be the enforcement of traffic laws, providing traffic safety prevention material to citizens and use other methods that will reduces crashes in Harnett County. The Sheriff's Office will concentrate on high risk groups.

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

Year 2013	Occupant Protection Citations	92	DWI Citations	27	Speed Citations	1,565
Year 2014	Occupant Protection Citations	157	DWI Citations	29	Speed Citations	1,613
Year 2015	Occupant Protection Citations	59	DWI Citations	26	Speed Citations	1,578

Goals and Objectives *(Provide at least two SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:*

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

Goal #1: To reduce the number of injuries and fatalities as a result of alcohol-related traffic crashes in Harnett County by 35% by 2020.

- Objectives:**
1. To conduct on public information and education presentations each quarter.
 2. To train/retrain uniform deputies in Standardized Field Sobriety Testing.
 3. To conduct one major DWI Checkpoint per year.
 4. To conduct one Saturated Patrol Campaign per quarter.
 5. Identify the top three high crash locations and conduct targeted enforcement efforts to minimum of 2 times per month.
 6. Participate and report in all GHSP and national highway safety campaigns. Full campaign participation is accomplished through increased high visibility enforcement as appropriate.

Goal #2: Reduce Harnett County speed-related fatalities by 25 % from the 2008-2012 average.

- Objectives:**
1. Increase the number of speeding citations by 30 % from the 2014 calendar year of 4228 to 5496 during the fiscal year October 1, 2016 to September 30, 2017.
 2. Identify the top 3 speed-related crash locations and conduct targeted enforcement efforts a minimum of 2 times a month.

3. Conduct targeted enforcement efforts a minimum of 2 times a week.
4. Participate and report in all GHSP and national highway safety campaign focused on speeding(including, but not limited to the Obey the Sign or Pay the Fine campaign during March/April). Full campaign participation is accomplished through increased high visibility enforcement.

Goal #3: Provide educational presentation and material to youth(age 20 and younger)

- Objectives:
1. Provide Traffic Safety material in English and Spanish through community events.
 2. Provide Traffic Safety Information through local media to include Hispanic radio station.
 3. Provide educational programs in each high school each quarter.
 4. Participate and report in all GHSP and national highway safety campaigns, especially those focused on youth related highway safety issues.
 5. Conduct/participate in 3 school zone enforcement operations each quarter.

Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.

- Reduce NC's traffic-related fatalities by 25% from the 2008-2012 average of 1,317 to 988 by 2020.
- Reduce NC's alcohol-related fatalities by 35% from the 2008-2012 average of 386 to 251 by 2020.
- Reduce NC's unrestrained fatalities by 30% from the 2008-2012 average of 407 to 285 by 2020.
- Reduce NC's speed-related fatalities by 25% from the 2008-2012 average of 479 to 359 by 2020.
- Reduce NC's young driver-involved fatal crashes by 30% from the 2008-2012 average of 196 to 137 by 2020.
- Reduce NC's motorcycle fatalities by 25% from the 2008-2012 average of 177 to 133 by 2020.
- Increase NC's seat belt usage rate 4.4 percentage points to 95% by 2020.

SECTION C – BUDGET DETAIL

Personnel Costs

#	Personnel Position	Salary
1	Traffic Enforcement Deputy	\$45,939.00
2	Traffic Enforcement Deputy	\$45,939.00
3	Traffic Enforcement Deputy	\$45,939.00
4	Traffic Enforcement Deputy	\$45,939.00
5		
6		
7		
8		
9		
10		

Total Salaries Cost: \$183,756.00

#	Personnel Fringe Benefits	Cost
1	FICA	\$14,056.00
2	NC LEO Retirement	\$13,456.00
3	401K	\$9,188.00
4	Worker's Comp	\$11,872.00
5	Group Insurance	\$29,088.00
6	Unemployment Benefits	\$1,692.00
7	Group Insurance Employee Clinic	\$1,200.00
8		
9		
10		

Total Fringe Benefits Cost: \$80,552.00

Total Personnel Costs: \$264,308.00

Contractual Services

#	Contractual Service To Be Provided	Cost
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

Total Contractual Services:

Commodities Costs

#	Commodities	Cost
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

Total Commodities Cost:

Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
1	Patrol Vehicle-Includes emergency lighting, siren, radio, console,	4	\$35,000.00	\$140,000.00
2	Mobile Data Terminal-Includes hardware, software, modem, data	4	\$6,000.00	\$24,000.00
3	Radar-Includes installation and shipping	4	\$2,500.00	\$10,000.00
4	In-Car Video System-Includes installation and shipping	4	\$6,000.00	\$24,000.00
5	Uniforms-Includes officer radio and shipping	4	\$7,000.00	\$28,000.00
6	Traffic Vest	4	\$50.00	\$200.00
7	Flashlight w/accessories	4	\$150.00	\$600.00
8	Other (Bumper/pushbar)	4	\$2,032.00	\$8,128.00

Total Equipment Cost \$234,928.00

#	Other Items and Equipment Direct Cost	Cost
---	---------------------------------------	------

1		
2		
3		
4		
5		
6		
7		
8		

Total Other Items and Equipment Direct Cost:

#	Travel	Cost
1	In-State Travel	
2	Out-of-State Travel	

Total Travel Cost:

Total Other Direct Costs: \$234,928.00

Indirect Costs

#	Indirect Costs	Cost
1		
2		
3		
4		

Total Indirect Costs

SECTION D – SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

Conditions for Law Enforcement Only

By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.

- A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- A minimum of one (1) impaired driving checkpoint per month;
- A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;
- Participation in any event or campaign as required by the GHSP;
- Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

First Quarter (October, November, December)

- Conduct 3 nighttime and 3 daytime seat belt initiative
- Conduct 3 impaired driving checkpoints
- Conduct targeted enforcement at top 3 speed-related crash locations
- Provide educational presentation and material to youth
- Submit traffic enforcement data to GHSP monthly
- Conduct targeted enforcement efforts at the top 3 high fatalities crash locations

Second Quarter (January, February, March)

- Conduct 3 nighttime and 3 daytime seat belt initiative
- Conduct 3 impaired driving checkpoints
- Conduct targeted enforcement at top 3 speed-related crash locations
- Provide educational presentation and material to youth
- Submit traffic enforcement data to GHSP monthly
- Conduct targeted enforcement efforts at the top 3 high fatalities crash locations

Third Quarter (April, May, June)

- Conduct 3 nighttime and 3 daytime seat belt initiative

Conduct 3 impaired driving checkpoints
Conduct targeted enforcement at top 3 speed-related crash locations
Provide educational presentation and material to youth
Submit traffic enforcement data to GHSP monthly
Conduct targeted enforcement efforts at the top 3 high fatalities crash locations

Fourth Quarter (July, August, September)
Conduct 3 nighttime and 3 daytime seat belt initiative
Conduct 3 impaired driving checkpoints
Conduct targeted enforcement at top 3 speed-related crash locations
Provide educational presentation and material to youth
Submit traffic enforcement data to GHSP monthly
Conduct targeted enforcement efforts at the top 3 high fatalities crash locations

Note:

1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

**Board Meeting
Agenda Item**

MEETING DATE: March 21, 2016

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Vehicle Use Policy**

REQUESTED BY: Angela McLamb, Risk Management and Safety Coordinator

REQUEST:

Request approval of the Vehicle Use Policy

COUNTY MANAGER'S RECOMMENDATION:



HUMAN RESOURCES POLICY

Title:	Vehicle Use Policy		Policy #:	VUP 9-15
Adopted Date:		_____	Date of Last Review: 10-19-98	

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PURPOSE

Providing safe working conditions is essential to protecting the employees and assets of Harnett County ("County"). For the safety of County employees and the public, the County seeks to allow only employees with a safe driving history to operate County vehicles. The term "County vehicles" shall include all vehicles owned, leased or rented by the County.

The purpose of the Vehicle Use Policy shall be to establish a policy on the use of County vehicles to ensure proper preventive maintenance procedures are being followed, that repairs are being handled correctly and cost efficiently, and that vehicles are being utilized correctly. The Vehicle Use Policy also addresses County employees' use of personal vehicles while conducting County business.

The Board of County Commissioners delegates to the County Manager the authority to deviate from this Policy as the Manager deems necessary to serve the best interests of the County. In addition, use of Sheriff's vehicles for law enforcement activities shall be at the discretion of the Harnett County Sheriff. Any such deviation from this Policy or discretionary use of vehicles must, however, comply with applicable law.

Violation of the Vehicle Use Policy is subject to disciplinary action.

NO PRIVATE USE

The use of a County vehicle is governed by North Carolina General Statutes, the Internal Revenue Code and County policies. General Statute 14-247 states that "It shall be unlawful for any officer, agent or employee ...of a county...to use for any private purpose whatsoever any motor vehicle of any type or description whatsoever belonging to ...any county..." As this statute explains, "It is not a private purpose to drive a permanently assigned state-owned [County owned] motor vehicle between one's official workstation and one's home..."

Harnett County may assign employees the use of vehicles for commuting purposes, between work and home, when it is necessary for the performance of duties related to the delivery of essential services. The Department Head must approve the commuting arrangement and obtain the County Manager's approval before an assigned vehicle may be taken home. County employees who live outside the County will be allowed to commute in County vehicles if it is in the best interests of the County as determined by the County Manager. Once the commuting arrangement has been fully approved, the Department Head must notify the County Finance Department.

Approved commuters are permitted the use of County vehicles assigned to them for: 1) travel between work and home (shortest, most direct route), or 2) to obtain meals and other work related necessities while on duty.

County vehicles shall be used for official County business only.

WITHHOLDING REQUIREMENTS FOR COMMUTERS

The County of Harnett follows the Internal Revenue Code (the "Code"), located in IRS Publication 15-B, that requires the value of using a County vehicle for commuting to and from work to be taxed as income subject to Federal, State and FICA withholding requirements.

Personal use for commuting:

- The vehicle is owned or leased by the County.
- The vehicle is provided to the employee for "official" government use.
- The County requires the employee to commute in a County owned or leased vehicle due to a valid non-compensatory "official" government purpose.

If more than one employee is required to commute in the same County owned or leased vehicle for an "official" government purpose, THEN the "Code" commuting valuation shall apply to each employee in the vehicle.

Certain types of vehicles are specifically excluded from the "code" requirement of taxing the value of commuting in a County vehicle. These vehicles include all Sheriff's Department Vehicles, all Emergency Services Department Vehicles, any vehicle designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds, dump trucks (including garbage trucks), flatbed trucks and "qualified specialized utility trucks" which is defined as any truck (not including a van or pick-up truck) specifically designed and used to carry heavy tools, equipment, or parts, if shelves, racks or other permanent interior construction have been installed to carry and store such items. A pick-up truck with only a toolbox attached is therefore not exempt.

DRIVER QUALIFICATIONS

Only County employees, or other individuals authorized by Risk Management to operate County Vehicles, who hold a valid North Carolina driver's license and who meet the following Driver Qualifications, shall be allowed to operate County vehicles or drive their personal vehicles while conducting County business:

1. Must not have a suspension or revocation of their driver's license within the last three years.
2. Have at least one year of experience in the class of vehicle to be operated or have received proper training in the operation of the vehicle, as approved by the Departmental Safety Officer, prior to use.
3. Must meet driver's licensing requirements.
4. Will not qualify for a company vehicle if, during the last 36 months, the driver had any of the following experiences:
 - Been convicted of a felony.
 - Been convicted of sale, handling, or use of drugs.

- Has automobile insurance canceled, declined or not renewed by a company for reasons related to unsafe driving practices.
- Has 12 or more points assigned to their driving record. Points are assessed by the Risk Manager for traffic convictions and automobile accidents occurring during business or personal use.

All County employees are required to report any Driving While Intoxicated (DWI) arrest, or any other drug or alcohol related arrest while driving, whether on or off duty, to their Department Head and the Risk Management & Safety Coordinator. The employee's driving privileges will be suspended until final disposition by the courts. Failure to report the arrest will be considered a failure in job performance and/or personal conduct and shall be grounds for disciplinary action.

The Risk Management & Safety Coordinator, or his or her designee, shall be responsible for securing motor vehicle records ("MVR Reports") for all employees at time of hire and for cause. MVR reports shall be secured every three years for employees either assigned a county vehicle or who drive any vehicle more than 10% of his/her work time.

DRIVERS' LICENSE

Department Heads shall verify that all employees provide a copy of their driver's license to the Human Resources Department upon request. A visual check of the driver's license shall confirm the following:

- Signature matches the individual.
- Photo resembles the individual.
- Description and address fits the individual.
- The expiration date has not passed.
- The license has been issued within the state of North Carolina.

MAINTENANCE AND REPAIR

All new County vehicles except *Emergency Services vehicles*, shall be delivered to the County Garage, and Garage personnel shall promptly forward to Facilities/Fleet Maintenance Department all papers transported with each vehicle. (*The Emergency Services Administrative Staff handles the vehicle information for Emergency Services Department*).

The assigned custodians, department heads, garage personnel and the facilities maintenance personnel shall be responsible for ensuring that the state vehicle inspection is timely performed each year and that regularly scheduled maintenance (changing oil, checking filters, brakes, all fluids, belts, air pressure in tires, and any physical condition that may present problems later) is performed. Regularly scheduled maintenance shall be performed on the earlier of either six (6) months or 5,000 miles. All operators of County vehicles shall check the tires of the vehicles they drive to ensure that the tires have adequate tread and that the tire pressure is maintained in accordance with the vehicle

specifications. Any unsafe County vehicle shall be reported promptly to the appropriate Department Head and taken to the County Garage for repairs.

All repairs involving incidents or accidents to a County vehicle shall be made through the Garage unless there is an emergency. No vehicles may be taken anywhere else for maintenance and/or repair unless appropriate County Garage personnel have referred them there. When the vehicle is brought to the Garage for repairs, the vehicle operator shall be required to fill out and sign a two part "Request for Repair Form" describing any problem with the vehicle. The Garage will keep one copy of the form to ensure that all necessary repairs shall be done, and the vehicle operator will return the other copy to his or her department.

In the event that an emergency arises during evening, weekend or holiday hours, the driver of the vehicle shall be allowed to have emergency repairs completed to the vehicle. However, the driver must notify his Department Head and the County Garage on the next business day. For these situations, an emergency shall be defined as the breakdown of a critical vehicle (resulting from mechanic failure, an accident, or otherwise) where there is not another vehicle available for use.

In the event that towing shall be necessary, the vehicle operator shall call the Garage and the Garage will notify the wrecker service.

Damages to County vehicle shall be reported to the County Garage, which will make the final determination on required repairs. If Garage personnel determine that repairs are required and the damages had not been previously reported to the Garage, the repairs shall be charged back to the respective Departments as a Preventable loss.

It shall be the responsibility of County Garage and Facilities/Fleet Maintenance personnel to establish a maintenance file on each County vehicle that will be used to maintain records to ensure that all County vehicles receive regularly scheduled maintenance. Each time repairs or maintenance are completed on a vehicle, a description of the work, the date, and the name of the mechanic who performed the work shall be entered into the appropriate vehicle maintenance file and in the maintenance software program installed in the Garage computer. Garage personnel shall also place a sticker on the inside of each vehicle they service that states the mileage and the service date for the next scheduled recommended service. It shall be the responsibility of County Garage personnel to maintain the vehicles according to the manufacturer's specifications. All repairs and/or maintenance shall be completed according to industry standards. It shall be the responsibility of the Garage personnel to check when servicing vehicles to see if the tires need rotating and or replaced.

Garage personnel shall provide the Risk Management & Safety Coordinator with copies of any repairs involving vehicle accidents for submission to the insurer for claim recovery.

REGISTRATION, TITLE AND TAGS

Department heads are responsible for ensuring that license tags of vehicles removed from service are sent to garage personnel to be turned into DMV. The receipt that DMV gives for the license plate being turned in will be placed in the file of that vehicle.

All Harnett County vehicle titles shall be retained and filed in the office of Finance with the exception of community transportation van titles held by NCDOT.

Garage personnel shall make available all vehicle information on particular vehicles when requested to help determine which vehicles might need replacing to the Risk Management & Safety Coordinator so that all County vehicle additions and deletions, once reported, will be included on the annual update of the Fleet Schedule for the insurance provider to ensure adequate insurance coverage.

RECALLS AND WARRANTY WORK

All manufacturers' vehicle recalls ("recalls") shall be submitted to the Risk Management & Safety Coordinator. The Risk Management & Safety Coordinator will notify the Garage of the recall. It shall be the Garage's responsibility to handle all manufacturers' vehicle recalls. Upon receiving a "recall" notice, Garage personnel shall contact the department head in the affected department and coordinate the taking of the vehicle to the appropriate dealership to have the "recall" repairs completed. Records of all recall repairs shall be placed in each vehicle's file and entered into the "Collective Fleet Software Program".

Garage personnel shall also be responsible for coordinating all warranty work to be done on County vehicles. Copies of warranty work invoices shall be placed in each vehicle's file and entered into the maintenance software program.

VEHICLE OPERATORS & ASSIGNED CUSTODIANS

All County employees who operate County vehicles or their personal vehicles while conducting County business are required to operate them in a safe and lawful manner in accordance with the motor vehicle laws of North Carolina and any other governmental entity having jurisdiction. Approved commuters are responsible for making sure the County vehicle assigned to them is parked safely and securely when parked at the employee's home. The vehicle must be parked so that it is visible to the public.

ALCOHOL, DRUGS, TOBACCO AND FIREARMS PROHIBITED

Possession, transportation, or consumption of alcohol or illegal drugs by anyone in a County vehicle is strictly forbidden, and no use of tobacco products via cigarettes, snuff, dips, chews, cigars, or pipes, or the use of devices or products that may be used to smoke or mimic smoking (including vaporizers, e-cigarettes, etc.) may be used in County vehicles. The possession of firearms or weapons, concealed or otherwise, is also prohibited in County vehicles except by sworn law enforcement officers.

PERSONAL VEHICLES USED ON COUNTY BUSINESS

Individuals using personal vehicles on County business are required to carry the North Carolina statutory auto liability limits as evidence of financial responsibility. This is the primary insurance coverage for the employee's vehicle at all times, including when the vehicle is used on County business. These individuals are required to provide the Risk Management & Safety Coordinator with evidence of insurance upon request.

Only private passenger vehicles may be used while driving a personal vehicle on County business. Exceptions may be allowed by the Sheriff for approved events.

Refer to the County Travel Policy for uniform interpretation of payment or reimbursement for travel expenses pertaining to official travel and subsistence.

APPEARANCE

It shall be the responsibility of the employee to which a County vehicle is assigned, department heads, garage and facilities maintenance personnel to keep the vehicle in a state of cleanliness. County vehicles are a direct reflection on the County and as such should portray a professional appearance.

TRAFFIC VIOLATIONS, INCIDENTS AND ACCIDENTS

All County employees who are assigned a County vehicle or who drive any vehicle more than 10% of his/her work time are required to report any accident or other incident involving a County vehicle immediately, or as soon as possible, to their Department Head and the Risk Management & Safety Coordinator. In the event of an accident, the vehicle operator shall also:

1. Contact the appropriate investigating agency, regardless of the extent of damages.
2. Not discuss the circumstances of the accident with anyone other than the investigating officer, the County's insurance carrier, or persons conducting an internal investigation.
3. Make no attempt to reach a settlement.
4. Get the name, address, and phone number of all involved parties and witnesses.
5. Take photographs of the accident or incident scene if possible.

A County Vehicle Incident Report Form shall be filled out in its entirety by the County driver immediately after the incident or accident, or as soon as possible, and sent to the Risk Management & Safety Coordinator. If a police report is prepared, the driver, Department Head, or the Department Head's designee is responsible for picking up a copy of this report and providing it to the Risk Management & Safety Coordinator.

Failure to report traffic violations will be considered a failure in job performance and/or personal conduct and shall be grounds for disciplinary action. Fines imposed on a County employee for a traffic offense committed while on or off duty are imposed on the employee personally and payment thereof is the employee's personal responsibility.

The Risk Manager & Safety Coordinator shall maintain reports of vehicle accidents and distribute to the Department Heads quarterly.

VEHICLE INSPECTION CHECKLIST

All EMS & HARTS vehicles in use shall be inspected daily by the driver before and after operation to assure that the vehicles, equipment and accessories are in safe operating condition. The Fire Marshall and Emergency Management vehicles are inspected weekly. All other employees who are assigned a County vehicle shall complete a Vehicle Inspection checklist (Appendix A) and provide a copy to the Department Head, or their designee, twice a year – January and July.

GAS STATIONS

Only gas stations accepting Wright Express Gas Cards may be used. The driver shall input the correct odometer reading.

PASSENGERS

Only passengers on County business are allowed in County vehicles, for example, local Government officials and contractual relationships.

CELL PHONE

The use of a cell phone while operating a County vehicle or while operating a personal vehicle while conducting County business is discouraged except in emergency situations. Employees are encouraged to pull to a safe and responsible location when using a cell phone.

DEFENSIVE DRIVING TRAINING

Each employee who is assigned a County vehicle or who drives any vehicle more than 10% of his/her work time, shall be required to attend a Defensive Driving course facilitated by the Risk Management & Safety Coordinator no less than once every three years.

APPENDIX A

VEHICLE INSPECTION CHECKLIST HARNETT COUNTY

Vehicle ID: _____ Driver completing report (Print): _____

Next Service Due: _____ NC Inspection Date: _____

Pre-Start (if not applicable, state N/A)

_____ First Aid Kit	_____ Fire Extinguisher (properly charged)
_____ Oil Level	_____ Windshield Wiper Fluid
_____ Tires (Pressure and Wear)	_____ Coolant Level
_____ Spare Tire	_____ Jack/Lug Wrench
_____ License Plate	_____ Registration Card/Insurance card
_____ Seatbelts	_____ Horn

Start Engine (if not applicable, state N/A)

_____ Oil Pressure	_____ Water Temperature
_____ Adjust rear view mirror	_____ Steering Operation
_____ Parking Brake	_____ Indicator Lights (High Beam, Brake, etc.)
_____ Defroster	_____ Air Conditioner
_____ Windshield Wipers	_____ Backup Alarm
_____ Turning Signals	_____ Head Lights (High and Low Beam)
_____ Emergency Signals	_____ Topped off with Fuel
_____ Reverse Lights	_____ Brake Lights

** LIFT VANS ONLY **

Lift has been checked and run through full cycle (Yes/No) _____

Cleanliness of Vehicle (check if clean)

_____ Exterior _____ Interior _____ Truck Bed _____ Toolbox

NOTE ANY ADDITIONAL PROBLEMS DISCOVERED DURING INSPECTION

Signature of driver completing report: _____ Date: _____

Signature of Department Head or Supervisor _____ Date: _____

APPENDIX B

HARNETT COUNTY VEHICLE ACCIDENT GUIDELINES

This guide, while it is designed to assist in determining the preventability of vehicular accidents, cannot list every causal factor that may be involved in a given accident. It does cover the most common aspects of the principal causes of accidents, and as such, it can serve as a guide only when considering preventability. From time to time revisions may be necessary to improve accuracy to apply to the facts of a case.

Struck While Parked

Non-Preventable if:

1. Driver was properly parked in a location where parking was permitted.
2. Vehicle was protected by emergency warning devices as required by federal and state regulations, or if driver was in process of setting out or retrieving signals.

Intersection Accidents

Preventable if:

1. Driver failed to control speed so that he could stop within available sight distance.
2. Driver failed to check cross-traffic and wait for it to clear before entering intersection.
3. Driver pulled out from side-street in the face of on coming traffic.
4. Driver collided with person, vehicle or object while making right or left turn.
5. Driver, going straight through an intersection, collided with another vehicle making a turn.

Striking Other Vehicle in Rear

Preventable if:

1. Driver failed to maintain safe following distance and have vehicle under control.
2. Driver failed to keep alert to traffic conditions and note slowdown.
3. Driver failed to ascertain whether vehicle ahead was moving slowly, stopped or slowing down for any reason.
4. Driver misjudged rate of overtaking.
5. Driver came too close before pulling out to pass.
6. Driver failed to wait for car ahead to move into the clear before starting up.
7. Driver failed to leave sufficient room for passing vehicle to get safely back in line.

Sideswipe and Head-On-Collisions

Preventable if:

1. Driver was not entirely in the proper lane of travel.

2. Driver did not pull to the right and slow down and stop for vehicle encroaching on own lane of travel when such action could have been taken without additional danger.

Struck in Rear or Side by Other Vehicle

Preventable if:

1. Driver was passing slower traffic near an intersection and had to make sudden stop.
2. Driver made sudden stop to park, load or unload.
3. Driver's vehicle was improperly parked.
4. Driver rolled back into vehicle behind.

Non-Preventable if:

1. Driver's vehicle was legally and properly parked.
2. Driver was proceeding in own lane of traffic at a safe and lawful speed.
3. Driver was stopped in traffic due to existing conditions or was stopped in compliance with traffic sign or signal or the directions of a police officer or other person.
4. Driver was in proper lane, stopped and waiting to make turn.

Backing Accidents

Preventable if:

1. Driver backed vehicle, causing accident, when such backing could have been avoided.
2. Driver failed to get out of vehicle and check proposed path of backward travel.
3. Driver failed to use a "spotter" if driver was in a position where the mirrors failed to show the hazard.

Accidents Involving Train

Preventable if:

1. Driver attempted to cross tracks directly ahead of train or streetcar.
2. Driver ran into side of train or streetcar.
3. Driver stopped on or parked too close to tracks.

Accidents While Passing

Preventable if:

1. Driver passed when view of road ahead was obstructed by hill, curve, vegetation, traffic, adverse weather conditions, etc.
2. Driver attempted to pass in the face of closely approaching traffic.
3. Driver failed to warn the driver of the vehicle being passed.
4. Driver failed to signal change of lanes.
5. Driver pulled out in front of other traffic overtaking from rear.
6. Driver cut-in short returning to right lane.

Accidents While Being Passed

Preventable if:

1. Driver failed to stay in own lane, or hold or reduce speed to permit safe passing.

Accidents While Entering Traffic Stream

Preventable if:

1. Driver failed to signal when pulling out from curb.
2. Driver failed to check traffic before pulling out from curb.
3. Driver failed to look back to check traffic if driver was in position where mirrors did not show traffic conditions.
4. Driver attempted to pull out in a manner, which forces other vehicles(s) to change speed or direction.
5. Driver failed to make full stop before entering from side-street, alley or driveway.
6. Driver failed to make full stop before crossing sidewalk.
7. Driver failed to yield right of way to approaching traffic.

Pedestrian Accidents

Preventable if:

1. Driver did not reduce speed in area of heavy pedestrian traffic.
2. Driver was not prepared to stop.
3. Driver failed to yield right of way to pedestrian.

Mechanical Defects Accident

Preventable if:

1. Defect was of a type which driver should have detected in making a pre-trip or inspection of vehicle.
2. Defect was a type which driver should have detected during the normal operation of the vehicle.

All Types of Accidents

Preventable if:

1. Driver was not operating at a speed consistent with the existing conditions of the road, weather, and traffic.
2. Driver failed to control speed to be able to stop within assured clear distance.
3. Driver misjudged available clearance.
4. Driver failed to yield right of way to avoid accident.
5. Driver failed to accurately observe existing conditions and drive in accordance with those conditions.

6. Driver was in violation of County operating rules or special instructions, the regulations of any federal or state regulatory agency, or any applicable traffic laws or ordinances.

Accidents Involving Animals/Debris

Preventable if:

1. Driver was not operating at a speed consistent with the existing conditions of the road, weather, and traffic.
2. Driver failed to control speed to be able to stop within assured clear distance.
3. Driver misjudged available clearance.
4. Driver failed to accurately observe existing conditions and drive in accordance with those conditions.
5. Driver was in violation of company operating rules or special instructions, the regulations of any federal or state regulatory agency, or any applicable traffic laws or ordinance.

Non-preventable if:

1. Driver attempted to stop safely while maintaining control of the vehicle and stay in their lane of traffic.
2. Driver was operating at a speed consistent with existing condition of the road, weather and traffic.

**APPENDIX C
HARNETT COUNTY
REQUEST FOR REPAIR FORM**

Date: _____

Signature: _____

Vehicle Info:

Unit Number:

Mileage:

Location:

Required Service:

- | | | |
|--|--|--|
| <input type="checkbox"/> Oil & Oil Filter Change Needed | <input type="checkbox"/> Brake Inspection Needed | <input type="checkbox"/> Cooling System Inspection |
| <input type="checkbox"/> Primary Fuel Filter Replacement | <input type="checkbox"/> Air Filter Replacement | <input type="checkbox"/> Tire Replacement |
| <input type="checkbox"/> Secondary Fuel Filter Replacement | <input type="checkbox"/> DMV Inspection | <input type="checkbox"/> Tire Rotation |
| <input type="checkbox"/> Transmission Inspection | <input type="checkbox"/> Wheel Alignment | <input type="checkbox"/> Heat - A/C Inspection |

Type of Service Needed:

Please note type of service performed: _____

DAMAGED VEHICLE HANDLING INSTRUCTIONS:

Towing – if needed, vehicles should be towed to the County Garage at 1100 E. McNeill Street

Estimates – Johnny Stone (910.984.4247) or Chris Johnson (910.984.4173) should be contacted within 24 hours to obtain quotes for repairs

***Leave this completed form in the vehicle if towed to the County Garage or forward to
Johnny Stone at the County Garage**

Agenda Item 4- M

Western Harnett/Overhills Area PTO Thrift Store, Inc.

Mailing Address: P.O. Box 271 – Olivia, NC 28326

Physical Address: 3793 Olivia Road – Sanford, NC 27332

(919) 498-1934

Re: Landfill Waiver

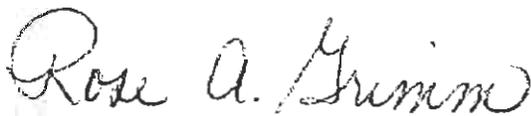
Attention Board of Commissioners:

The Western Harnett/Overhills Area PTO Thrift Store Executive Board is requesting that our mixed trash landfill fees be waived. We are a nonprofit that supports twelve schools in the Western Harnett-Overhills Area.

There are several reasons why we are making this request. First, these fees affect the amount of money that we are able to give back to our schools. Our children are our future and we work extremely hard to help our schools, through their PTOs. Secondly, we have a problem with people dropping "trash" after hours. We are in the process of adding more security cameras around the building and adding gates at our entrances. This creates more expense for us. Thirdly, we are concerned about the hardship to our disposal service. We already have a large volume of items for the landfill. Not only is our disposal service concerned about asking us to sort everything, but he is concerned about bringing extra "bills" to us.

Any assistance will be appreciated. Please contact Rose Grimm at (919) 498-1934 or email at giz9381@aol.com with any questions or with your decision.

Thank you for your time and consideration,



Rose A. Grimm

Secretary/Treasurer

Executive Board:

Margaret Douglas – President

Joyce Rosser – Vice-President

* If waived,
Staff requests
the waiver be
limited to
\$1000

**Board Meeting
Agenda Item**

MEETING DATE: **March 21, 2016**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Approval of contract documents with MBD Consulting Engineers, P.A. for the Odor Control/Lime Feed System at Fort Bragg**

REQUESTED BY: **Glenn McFadden, HCDPU Assistant Director**

REQUEST:

Public Utilities requests approval of the contract documents with MBD Consulting Engineers, P.A. for the Odor Control/Lime Feed System at Fort Bragg. The Board of Commissioners, during their February 1, 2016 meeting, approved the award of construction contract for Odor Control/Lime Feed System at Fort Bragg Wastewater Lift Station to ELJ Incorporated of Jacksonville, NC in the amount of \$189,000.

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:

CR

BUDGET ORDINANCE AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Harnett, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2016:

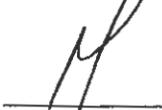
Section 1. To amend Capital Project Fund **PU0704 Ft Bragg W&WW**, Public Utilities Department, the appropriations are to be changed as follows:

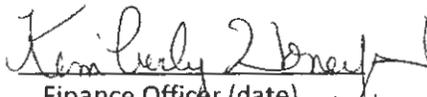
EXPENDITURE		AMOUNT	AMOUNT
CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE
568-9100-431-45-02	ELJ Inc	\$189000.00	
568-9100-431-45-80	Contingency	\$10,000.00	
568-9100-431-90-30	Public Utilities - Interfund Transfer		\$199,000.00

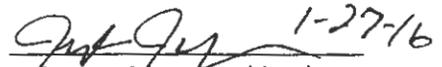
REVENUE		AMOUNT	AMOUNT
CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE
	18		

EXPLANATION: Fund construction line for ELJ to construct Liquid Lime Chemical Feed System

APPROVALS:


1/13/16
Department Head (date)


1/27/16
Finance Officer (date)


1-27-16
County Manager (date)

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this day of , 2016.

Margaret Regina Wheeler,
Clerk to the Board

Jim Burgin, Chairman
Harnett County Board of Commissioners

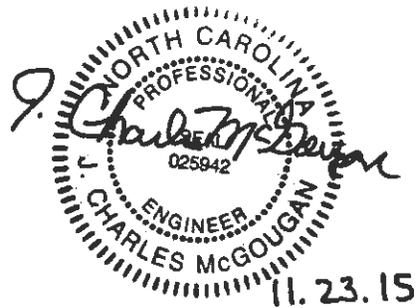
7366

1961

CONTRACT DOCUMENTS AND DETAILED SPECIFICATIONS

COUNTY OF HARNETT

FORT BRAGG PUMP STATION
LIQUID LIME CHEMICAL FEED SYSTEM



By

MBD CONSULTING ENGINEERS, P. A.

PO Drawer 4428
Asheboro, N. C. 27204
Phone: 336-629-3931
Fax: 336-629-3932

NOVEMBER 2015



ADDENDUM NO. 1

TO: Prospective Bidders
FROM: Charlie McGougan, P.E.
DATE: December 9, 2015
PROJECT: Harnett County Department of Public Utilities
Fort Bragg Pump Station, Liquid Lime Chemical Feed System
BID DATE: December 11, 2015 @ 2:00 PM

All Prospective Bidders are hereby notified of the following changes and clarifications to the Contract Documents for the referenced project:

- A. Chemical Feed Line:** The chemical feed line depicted on Sheet G-6 shall be 1" Sch. 80 PVC.
- B. Pipe Freeze Protection:** The 2" Sch. 80 PVC tank fill line and the 1" Sch. 80 PVC chemical feed line will be freeze protected using a combination of heating cable and pipe insulation.
- (1) Self-Regulating Heating Cable: Heating cable shall automatically vary its heat output with changes in surrounding temperature. Heating cable shall be wrapped spirally such that a water-filled PVC pipe will not freeze at a temperature of 0 degrees F. The cable shall be constructed of #22 AWG tinned copper bus wires, a self-regulating conductive core, flame retardant TPE Jacket, and a tinned copper ground braid. The heating cables shall plug into the exterior mounted GFCI receptacle.
- (2) Pipe Insulation: Molded fibrous glass pipe insulation shall comply with the requirements of ASTM C 547. The insulation shall be protected with 0.016" aluminum jacketing with moisture barrier. Joints shall be applied so they will shed water and be sealed completely. Fittings and valves shall be insulated with fabricated sections of pipe insulation.

**COUNTY OF HARNETT
FORT BRAGG PUMP STATION
LIQUID LIME CHEMICAL FEED SYSTEM**

CONTRACT DOCUMENTS AND DETAILED SPECIFICATIONS

TABLE OF CONTENTS

CONTRACT DOCUMENTS

Advertisement for Bid
Instructions to Bidders
Bid Form
Bid Bond Form
Agreement
Performance Bond Form
Payment Bond Form
Notice of Award
Notice to Proceed
Change Order Form
Harnett County MBE Requirements
General Conditions
Supplementary Conditions

SPECIFICATIONS

General Requirements

Section 1: Special Conditions
Section 2: Project Requirements
Section 3: Measurement and Payment
Section 4: Submittals

Detailed Specification Sections

Section 1: Fiberglass Enclosure
Section 2: Right Angle Vertical Entry Mixer
Section 3: Vertical Steel Tank
Section 4: Electrical, Mechanical, and Instrumentation

ADVERTISEMENT FOR BIDS

Sealed Bids will be received by the County of Harnett (OWNER) at the Department of Public Utilities Business Center, Room 101, located at 700 McKinney Parkway in Lillington, NC until 2:00 p.m., local time, Friday, December 11th, 2015 for the "Fort Bragg Pump Station Liquid Lime Chemical Feed System".

The work includes a liquid lime chemical feed system consisting of concrete slab and containment wall, 5,000-gallon vertical steel tank, fiberglass enclosure, piping, and electrical and mechanical work, etc., as shown on the drawings. At said place and time, and promptly thereafter, all Bids that have been duly received will be publicly opened and read aloud.

All Bids must be in accordance with the Contract Documents on file with the Harnett County Dept. of Public Utilities in Lillington, NC and at the office of MBD Consulting Engineers, P.A., Consulting Engineers, P.O. Box 4428, Asheboro, NC 27203.

Copies of the Contract Documents for use in preparing bids may be obtained from the Engineers at the address stipulated above upon payment of \$150.00 for each complete set of documents. Plan costs are non-refundable.

Bidders must be licensed contractors in the State of North Carolina for the type of work required.

Small, minority, and women's businesses and labor surplus area firms are encouraged to submit bids. Bidders must make positive efforts to utilize businesses owned by minorities and women as outlined in the Harnett County Outreach Plan which is part of the Contract Documents.

The successful Bidder will be required to furnish a Construction Performance Bond and a Construction Payment Bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the Contract.

Bid security in the amount of 5 percent of the total Bid must accompany each Bid. No Bid may be withdrawn within a period of 60 days after the date fixed for opening Bids.

The Owner reserves the right to select alternatives, to reject any or all Bids, to waive informalities, and to reject nonconforming, nonresponsive, or conditional Bids.

County of Harnett, North Carolina
By: Steve Ward, Director, HCDPU

MBD Consulting Engineers, PA
Consulting Engineers
Asheboro, NC 27203

INSTRUCTIONS TO BIDDERS

QUALIFICATION OF BIDDERS: Bidders may be required to submit evidence that they have a practical knowledge of the particular Work bid upon, and that they have the financial resources to complete the proposed Work.

In determining the Bidder's qualifications, the following factors will be considered: Work previously completed by the Bidder and whether the Bidder (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the Work properly and expeditiously, (c) has the financial resources to meet all obligations incident to the Work, and (d) has appropriate technical experience.

Each Bidder may be required to show that he has handled former work so that no just claims are pending against such work. No Bid will be accepted from a Bidder who is engaged on any work which would impair his ability to perform or finance this Work.

TAXES AND PERMITS: Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against Owner or Contractor in connection with the Work shall be paid by Contractor. The bid prices shall include all such taxes and the costs of all required permits.

NORTH CAROLINA LICENSE REQUIREMENTS: Each Bidder shall type or write in a legible manner his North Carolina Contractor's license number on the outside of the envelope or wrapper which contains his Bid.

FAMILIARIZATION WITH THE WORK: Before submitting his Bid, each prospective Bidder shall familiarize himself with the Work, the site where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work. He shall carefully correlate his observations with requirements of the Contract Documents and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a Bid will constitute a representation of compliance by the Bidder. There will be no subsequent financial adjustment for lack of such familiarization.

Site Conditions: Each Bidder shall visit the site of the Work and completely inform himself relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the Work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Bid.

INTERPRETATIONS: All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents. Questions received less than five days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

BID SECURITY: The amount of bid security is stated in the Advertisement for Bids. The required security must be in the form of a certified or bank cashier's check or a bid bond. The bid bond must be executed by a surety meeting the requirements set forth in General Conditions.

The bid security shall be made payable without condition to the County of Harnett, hereinafter referred to as Owner. The bid security may be retained by and shall be forfeited to the Owner as liquidated damages if the Bid is accepted and a contract based thereon is awarded and the Bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within ten days after such award is made by Owner.

RETURN OF BID SECURITY: The bid security of the successful Bidder will be retained until he has executed the Agreement and furnished the required Contract Security, whereupon checks furnished as bid security will be returned; if he fails to execute and deliver the Agreement and furnish the required Contract Security within ten days of the Notice of Award, Owner may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the seventh day after the executed Agreement is delivered by Owner to Contractor and the required Contract Security is furnished but not to exceed 60 days after the Bid opening. Checks furnished as bid security by other Bidders will be returned within seven days of the Bid opening.

CONTRACT TIME: The Contract Time is an essential part of the contract and it will be necessary for each Bidder to satisfy Owner of his ability to complete the Work within the time set forth in the Bid Form. Provisions for delays, liquidated damages, and extensions of time are set forth in the General and Supplementary Conditions.

SUBCONTRACTORS AND SUPPLIERS: Within 10 days after Bids are opened, the apparent low Bidder, any other Bidders so requested, shall submit a list of all Subcontractors he expects to use in the Work.

Subcontractor Qualification: Particular consideration will be given to the qualifications of each Subcontractor proposed to perform more than 20 percent of the Work. An experience statement with pertinent information as to similar projects and other evidence of qualification shall be furnished for each named Subcontractor, as requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, he may, before giving the Notice of Award, request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid. If the apparent low Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the Owner and Engineer.

Contractor shall not be required to employ any Subcontractor against whom he has reasonable objection.

The use of Subcontractors listed by the Bidder and accepted by Owner prior to the Notice of Award will be required in the performance of the Work.

Suppliers: The list of Subcontractors shall also include the suppliers and manufacturers of and other principal items of materials and equipment the Bidder expects to use in the Work unless

such suppliers or manufacturers are named in the Bid. The Bidder shall list the suppliers and manufacturers of materials and equipment as provided in the bid documents.

Manufacturer's Data: Any Bid specifically conditioned upon furnishing equipment or materials which are not responsive to the Contract Documents will not be considered.

MINORITY BUSINESS ENTERPRISES (MBE) PARTICIPATION:

Bidders shall meet the requirements established by the County of Harnett with regard to Minority Business Enterprise (MBE) participation pursuant to North Carolina General Statute 143-128.

BIDS:

Bid Form: The Bid Form is bound in the Contract Documents and shall not be removed therefrom. Bid Forms must be completed in ink.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name. Bids by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A Bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the Bid of the individual signing. When requested by Owner, evidence of the authority of the person signing shall be furnished.

All blank spaces in the Bid Form shall be filled. A bid price shall be indicated for each section, bid item, alternative, adjustment price item, and unit price item listed therein, or the words "No Bid", "No Charge", "No Change", or other appropriate phrase shall be entered. Bids received without all such items completed will be considered non-responsive.

The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.

No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each alteration is signed or initialed by the Bidder; if initialed, Owner may require the Bidder to identify any alteration so initialed.

Bid Pricing: Bidders may submit a Bid for a single section, for the complete contract, or alternative Bids for one section or the complete contract as set forth on the Bid Form.

Submission of Bids: One copy of the bound documents must be submitted with the Bid.

Each Bid and accompanying data shall be enclosed in a sealed opaque envelope or wrapping, addressed to the:

County of Harnett
Department of Public Utilities
P.O. Box 1119 (Mail)
700 McKinney Parkway (Phys.)
Lillington, NC 27546

Bid for: Fort Bragg Pump Station
Liquid Lime Chemical Feed System

If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or the modified time and date indicated by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

Oral, telephone, or telegraph Bids are invalid and will not receive consideration.

No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

Modification and Withdrawal of Bids: Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

Bids to Remain Open: All Bids shall remain open for 60 days after the date of the Bid opening. Owner shall release Bids and return bid securities as specified in this section under "Return of Bid Security".

AWARD OF CONTRACT: Owner shall award a contract to the Bidder whom, in Owner's judgment, is the lowest responsive, responsible Bidder. Owner reserves the right to reject all Bids, to award the contract by sections, to waive informalities, and to reject nonconforming, nonresponsive, or conditional Bids.

In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices if requested in the Bid Form. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment), and may reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

If the contract is awarded, Owner shall give the apparent successful Bidder a Notice of Award within 60 days after the date of the Bid opening.

COPIES OF CONTRACT DOCUMENTS: Copies of the Contract Documents for use in preparing Bids may be obtained from MBD Consulting Engineers, PA, 147A Dublin Square Road, Asheboro, North Carolina 27203, on the following basis:

	<u>Charge</u>	<u>Refund</u>
Complete set of drawings and specifications		
First Set	\$150.00	None
Additional sets, each	\$150.00	None

Contractor to whom a contract is awarded will be furnished, without cost to him, 3 copies of the specifications and 3 sets of the drawings, together with all Addenda thereto. Additional copies of specifications and drawings may be obtained from Engineer on the following basis:

Full sets of drawings	\$100.00
Each book of specifications	\$50.00

END OF SECTION

BID FORM

COUNTY OF HARNETT

**FORT BRAGG PUMP STATION
LIQUID LIME CHEMICAL FEED SYSTEM**

Proposal of ELJ Incorporated

(hereinafter called "Bidder") organized and existing under

the laws of the State of North Carolina

doing business as * ELJ Incorporated.

To: **COUNTY OF HARNETT**

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of FORT BRAGG PUMP STATION LIQUID LIME CHEMICAL FEED SYSTEM having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to attain substantial completion within **120** consecutive calendar days and fully complete the project within **150** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquid dated damages, the sum of **\$400.00** for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following Addenda:

Addendum #1 (12/9/15)

Bidder agrees to perform all work described in the Contract Documents including but not limited to the following:

*Insert "a Corporation". "A Partnership". "an Individual" as applicable.

Bidder agrees to perform all work described in the Contract Documents including but not limited to the following:

- Mobilization, Bonds, and Insurance.
- Site grading, erosion control.
- Concrete Slab, Containment Wall, and Steps.
- Fiberglass Enclosure, Piping, and Water Service.
- Vertical Steel Tank, Mixer, and Piping.
- Electrical, Mechanical, and Instrumentation systems.
- Concrete Sidewalk and Parking Slab.

Total Bid Price: \$ 189,000.⁰⁰

one-hundred, eighty-nine thousand dollars & zero cents
(WRITE OUT TOTAL BID PRICE IN WORDS)

The above UNIT and LUMP SUM PRICES shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that the Owner reserves the right to reject all bids.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or bonds as required by the General Conditions.

The bid surety attached in the sum of 5% OF AMOUNT BID is to become the property of the Owner in the event the contract and bond are not executed within the time set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted,

EL J Incorporated

Contractor

By: [Signature]

Title: Vice President

(SEAL)

Address: 133 Batting Cage Trail
Jacksonville, NE 28540

State License No. 47340

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

6450

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint WILLIAM S. WILLIS, RUFUS Y. MCADEN, MICHAEL E. MCADEN, AND CHRISTOPHER S. KELSO, ALL OF NEW BERN, NORTH CAROLINA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF FIVE MILLION DOLLARS ----- (\$5,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON MAY 31, 2022, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on May 24, 2012.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY



Robert B. Brandon
Robert B. Brandon, Senior Vice-President, Underwriting Operations

Commonwealth of Pennsylvania, County of Dauphin – ss:

On May 24, 2012, before me appeared Robert B. Brandon to me personally known, who being by me duly sworn, did say that he resides in the Commonwealth of Pennsylvania, that he is the Senior Vice-President, Underwriting Operations of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2012
Member, Pennsylvania Association of Notaries

Traci A. Kimmich
Notary Public

I, Robert B. Brandon, Senior Vice-President, Underwriting Operations of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have herunto set my hand and affixed the corporate seal of said Company on 12/8/2015.

Robert B. Brandon
Senior Vice-President, Underwriting Operations



Harnett County

Intent to Perform Contract With Own Workforce

County of Onslow

Affidavit of ELJ Incorporated
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the Fort Bragg Pump Station-Liquid Lime Chemical Feed contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 12/11/15 Name of Authorized Officer: Ed Jones JR.
Signature: [Signature]
Title: Vice President

State of North Carolina, County of Onslow
Subscribed and sworn to before me this 11th day of December 20 15
Notary Public [Signature]
My commission expires 2/4/18



AGREEMENT

THIS AGREEMENT is by and between the **COUNTY OF HARNETT** (hereinafter called **OWNER**) and

_____ EJ Incorporated _____

(hereinafter called **CONTRACTOR**).

OWNER and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 **CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work includes a liquid lime chemical feed system consisting of concrete slab and containment wall, 5,000-gallon vertical steel tank, fiberglass enclosure, piping, and electrical and mechanical work, etc., as shown on the drawings.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

COUNTY OF HARNETT
FORT BRAGG PUMP STATION LIQUID LIME CHEMICAL FEED SYSTEM

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by:

MBD Consulting Engineers, P.A.
147A Dublin Square Road
Asheboro, NC 27204-4428

who is hereinafter called **ENGINEER** and who is to act as **OWNER**'s representative, assume all duties and responsibilities, and have the rights and authority assigned to **ENGINEER** in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within **120** Consecutive Calendar Days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within

150 Consecutive Calendar Days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time(s) specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$400 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete.

Handwritten: "not proceeding"

B. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$400 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

C. CONTRACTOR and OWNER concur that Liquidated Damages in the amount \$400 for each expired day described in Paragraphs A and B above of this section is a reasonable estimation of the OWNER'S actual damages that include but may not be limited to fees for professional services resulting from the CONTRACTOR'S delay.

Handwritten: "not"

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

B. As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

C. For all Work, at the prices stated in CONTRACTOR'S Bid, attached hereto as an exhibit.

Total Bid Price: \$ 189,000.00

One Hundred Eighty-Nine Thousand Dollars and Zero/Cents

(Total Bid Price in Words)

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment within 30 days of receipt of the pay application from the ENGINEER during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. 95% of Work completed (with the balance being retainage); and
 - b. 95% of cost of materials and equipment not incorporated in the Work but delivered and suitably stored in a location and manner agreed to in writing and pursuant to paragraph 14.02.A.1 of the General Conditions (with the balance being retainage).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 8% per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement
2. Performance Bond
3. Payment Bond
4. General Conditions
5. Supplemental General Conditions
6. Special Provisions
7. Specifications as listed in the table of contents of the Project Manual;
8. Drawings consisting of a cover sheet and sheets numbered G-2 through G-7, E-1, and E-2 with each sheet bearing the following general title: COUNTY OF HARNETT, FORT BRAGG PUMP STATION, LIQUID LIME CHEMICAL FEED SYSTEM.

9. Addenda (numbers ___1___ to ___1___);
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR's Bid;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award (if required)
 11. The following, which may be delivered or issued on or after the Effective Date of the Agreement and are, not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

10.05 E-Verify

Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor and/or its subcontractors shall verify, by affidavit, compliance with the terms of this section upon request by County. Provided, however, that contracts exempt under §143-133.3 of the North Carolina General Statutes need not comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement). (This Agreement shall not be effective unless and until concurred in by AGENCY's designated representative.)

OWNER: COUNTY OF HARNETT

CONTRACTOR: ELJ, Inc.

By: _____
Chairman of the Board
[CORPORATE SEAL]

By: *ELJ*

[CORPORATE SEAL]

Attest _____

Attest *Fatima B. Jones*

Address for giving notices:

Address for giving notices:

133 Batting Cage Trail
Jacksonville, NC 28540

If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

License No. 47340
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

Chairman
Gina

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

ELJ, INC
133 Batting Cage Trail
Jacksonville, NC 28540

SURETY (Name and Address of Principal Place of Business):

Pennsylvania National Mutual Casualty Insurance Company
Harrisburg, PA

OWNER (Name and Address):

County of Harnett
PO Box 1119
Lillington, NC 27546

CONTRACT

Date: 2/4/2016
Amount: \$189,000
Description (Name and Location):
Fort Bragg Pump Station - Liquid Lime Chemical Feed System

BOND # SB0372627
Date (Not earlier than Contract Date): 2/4/2016
Amount: \$189,000
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: ELJ Inc (Corp. Seal)

Signature: [Signature]
Name and Title: Chris Lee Taranto VP

SURETY Pennsylvania National Mutual Casualty Insurance Company
Company: (Corp. Seal)

Signature: [Signature]
Name and Title: Chris Kelso, Attorney
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company:

Signature: _____
Name and Title:



HCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

ELJ, Inc.
133 Batting Cage Trail
Jacksonville, NC 28540

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

County of Hamett
PO Box 1119, Lillington, NC 27546

CONTRACT

Date: 2/4/2016
Amount: \$189,000
Description (Name and Location):
Fort Bragg Pump Station - Liquid Lime Chemical Feed System

BOND # SB0372627
Date (Not earlier than Contract Date): 2/4/2016
Amount: \$189,000
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: ELJ Inc (Corp. Seal)

Signature: [Signature]
Name and Title: Eddie Lee Jones Jr U.P.

SURETY Pennsylvania National Mutual Casualty Insurance Company

Company: _____ (Corp. Seal)

Signature: [Signature]
Name and Title: Chris Kelso, Attorney
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title: _____

SURETY

Company: _____

Signature: _____
Name and Title: _____



EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of,

or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions

conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes pthereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

NOTICE OF AWARD

Dated: February 1, 2016

To: ELJ, Inc.

Address: 133 Batting Cage Trail, Jacksonville, NC 28540

Project: **COUNTY OF HARNETT
FORT BRAGG PUMP STATION, LIQUID LIME CHEMICAL FEED SYSTEM**

You are notified that your Bid dated December 11, 2015 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for construction of the **COUNTY OF HARNETT, FORT BRAGG PUMP STATION, LIQUID LIME CHEMICAL FEED SYSTEM.**

The Contract Price of your Contract is \$189,000.00.

Four (4) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings and Specifications will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the OWNER four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20), and General Conditions (paragraph 5.01).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

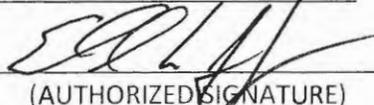
Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

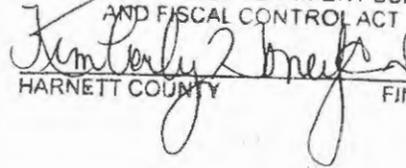
COUNTY OF HARNETT

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACKNOWLEDGED BY CONTRACTOR

By:  _____
(AUTHORIZED SIGNATURE)

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER REQUIRED
BY THE LOCAL GOVERNMENT BUDGET
AND FISCAL CONTROL ACT

HARNETT COUNTY FINANCE

Chairman

K. MERTHY

NOTICE TO PROCEED

Dated: February 1, 2016

To: ELJ, Inc.

Address: 133 Batting Cage Trail, Jacksonville, NC 28540

Project: **COUNTY OF HARNETT
FORT BRAGG PUMP STATION, LIQUID LIME CHEMICAL FEED SYSTEM**

You are notified that the Contract Times under the above contract will commence to run on _____ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Substantial Completion is _____ and the date of readiness for final payment is _____ .

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insured's) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must notify the Owner and Engineer.

COUNTY OF HARNETT

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

Chairman

CONTRACTOR:

I hereby acknowledge this Notice to Proceed on this _____ day of _____, 2016.

Name Title

**Board Meeting
Agenda Item**

MEETING DATE: ²¹March ~~7~~, 2016

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Listing Agreement for Avison Young to Market Brightwater Properties,
Edgerton and Western Harnett Industrial Park for Commercial Development**

REQUESTED BY: **Economic Development**

REQUEST:

Harnett County Economic Development requests approval of listing agreement with Avison Young to market county-owned properties for commercial development including: Brightwater Science & Technology Campus, Brightwater Business Park, Edgerton Industrial Park and Western Harnett Industrial Park for commercial development. Avison Young will be responsible for marketing the properties for sale and will be paid through a commission on properties sold. The listing agreement will will run through Jan. 31, 2017, but may be extended.

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This Exclusive Right to Sell Listing Agreement, hereinafter known as "Agreement", is by and between Avison Young - North Carolina, LLC (Name of Firm), hereinafter known as "Firm" and County of Hamett hereinafter known as "Client".

In consideration of Firm's agreement to list the following described property, hereinafter known as "Property," for sale and to use its efforts to find a buyer, Client agrees with Firm as follows:

1. EXCLUSIVE RIGHT TO SELL: For a period extending until 11:59 p.m. (based upon the time at the locale of the Firm's office) on January 31, 2017, Firm shall have the exclusive right to sell the Property as agent of Client at the price and on the terms set forth below, or upon such other terms as may be agreed upon in writing by Client with any buyer. **Client represents that, as of the commencement date of this Agreement, Client is not a party to a listing agreement with any other firm.**

2. BROKER COOPERATION/AGENCY RELATIONSHIPS: Firm has advised Client of Firm's general company policy regarding cooperating with subagents, buyer agents or dual agents. Client has received and read the "Working with Real Estate Agents" publication and authorizes the Firm to compensate (subject to paragraphs 7b.(i) and 7b.(ii)) and cooperate with the following (Firm agrees to inquire of all agents at the time of initial contact as to their agency status): (CHECK ALL APPLICABLE AGENCIES)
 subagents of Client
 buyer agents
 dual agents representing both Client and the buyer in the same transaction (subject to the terms of Section 16.).

3. PROPERTY: (Address) Multiple properties. Refer to Exhibits A-1 to A-25.
(Legal Description/Description) _____

See attached Exhibit A for legal description/description of premises.

To the best of Client's knowledge: (i) the Property is not subject to any rights of first refusal, rights of first offer or similar rights of others to acquire or lease all or a portion of the Property, (ii) as respects the Property there have been no licenses or leases granted or transfers of mineral, oil and gas or other similar rights, (iii) Client has paid or will pay in full all persons recently contracted with (or contracted with hereafter prior to any transaction) to do work related to or affecting the Property and Client will comply with all laws related to mechanics liens, (iv) the streets serving the Property are public streets and are maintained by a public authority, and (v) the Property has not been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco", unless disclosed as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any): _____

4. LISTING TERMS:

Sales Price: TBD
Client Financing Terms: TBD
Possession Delivered: TBD
Other Terms: TBD

See attached Exhibit B for additional listing terms.



This form approved by: North Carolina Association of REALTORS®, Inc.

Firm Rep. Initials _____ Client Initials _____



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ADVERTISING AND DATABASE LISTINGS: In connection with the marketing and sale of the Property, Client authorizes and directs Firm: (CHECK ALL APPLICABLE SECTIONS)

- to place a sign on the Property. Client shall remove all other signs.
- to advertise the Property, including, but not limited to, placing information about the Property on the Internet either directly or through a program of any listing service and/or information exchange of which the Firm is a member.
- to permit other firms who belong to any listing service or information exchange of which the Firm is a member to advertise the Property on the Internet in accordance with the rules and regulations of the listing service or information exchange.
- to submit pertinent information concerning the Property to any listing service or information exchange of which Firm is a member and to furnish to such listing service or information exchange notice of all changes of information concerning the Property authorized in writing by Client. Client authorizes Firm, upon execution of a sales contract for the Property, to notify the listing service or information exchange of the pending sale, and upon closing of the sale, to disseminate sales information, including sales price, to the listing service or information exchange, appraisers and real estate licensees.

MARKETING EXPENSE: In the event that the Property does not sell during the term of this Agreement, Client shall nonetheless be obligated to reimburse Firm for actual documented expenses incurred in marketing the Property up to the amount of \$ _____.

5. SPECIAL PROVISIONS:

See attached Exhibit _____ for special provisions.

6. COOPERATION WITH FIRM:

a. Exclusive Rights: Client agrees to cooperate with Firm to facilitate the sale of the Property. The Property may be shown only by appointment made by or through Firm. Client immediately shall refer to Firm all inquiries or offers it may receive regarding the Property. Client agrees to cooperate with Firm in bringing about a sale of the Property. All negotiations shall be conducted through Firm. Firm shall be identified as the contact firm with all state and local economic development agencies being notified of the Property's availability.

b. Services: No management services, repair services, collection services, notices, legal services or tax services shall be provided by Firm. In the event that Firm does procure any of these services at the request of Client, it is understood and agreed that Firm shall only be acting in the capacity of procurer for Client and shall accrue no liability or responsibility in connection with any services so obtained on behalf of Client. This exclusion of liability and responsibility shall not apply in the event that Firm directly contracts with Client to provide any such service.

7. COMMISSIONS: The amount, format or rate of real estate commission is not fixed by law. Commissions are set by each broker individually and may be negotiable between a firm and its client.

a. Sales Commissions:

(i) Commissions shall be earned when Client accepts an unconditional offer from a buyer or when all conditions have been met following Client's acceptance of a conditional offer from a buyer, whether the buyer is procured by Firm, the Client or anyone else during the term of this Agreement. Client shall pay Firm a commission equal to six percent (6 %) of the gross sales price of the Property, or the sum of _____ (\$ _____), whichever is greater, and/or other: _____

Commission shall be paid in cash or by bank check. Gross sales price includes any and all consideration received or receivable, in whatever form, by Client including, but not limited to, the assumption or release of existing liabilities. Client shall pay the commission upon delivery of the deed or other evidence of transfer of title or interest; provided, however, if the transaction involves an installment contract, then Client shall pay the commission upon the signing of such installment contract. In the event of any breach or termination by Client of any contract of purchase and sale, it is understood and agreed that the commission remains earned and payable upon notice given by Client to buyer of Client's intent not to proceed with such sale, notwithstanding the basis of such intent not to proceed.

Firm Rep. Initials _____ Client Initials _____

In the event Client contributes or conveys the Property or any interest therein to a joint venture, partnership or other business entity or executes an exchange, the commission shall be calculated on the fair market value of the Property or interest therein contributed, conveyed, transferred or exchanged and is payable at the time of the contribution, conveyance, transfer or exchange. If Client is a partnership, corporation or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a fee or commission in connection with such sale or transfer, the commission shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid by Client at the time of the transfer. Provided, however that this interest transfer provision shall not apply to a transfer of an interest in a partnership, corporation or other business entity between existing partners, shareholders or other interest holders of the entity.

If this box is checked, notwithstanding the foregoing, in the event that there is no cooperating agent involved in a sale transaction, the commission stated in (i) above shall be adjusted to four percent (4%) of the gross sales price of the Property or _____ (\$ _____), whichever is greater, and/or other: _____

For purposes of this subsection only, "cooperating agent" shall mean any agent other than the individual licensee signing on behalf of Firm below.

(ii) **Options:** N/A % of any option fees shall be paid to Firm at the time such monies are paid to Client, said amount to be applied to commissions payable pursuant to Paragraph 7.a.(i), provided, Firm shall not be paid, on account of this provision, an amount in excess of its entitlement pursuant to Paragraph 7.a.(i).

(iii) Should there be a forfeiture of earnest money, Firm shall be entitled to N/A % of same, provided that Firm shall not receive an amount in excess of the commission set forth in Paragraph 7.a.(i).

b. General Commissions Provisions:

(i) Firm shall not be required to compensate or pay any commission to, either directly or indirectly, a buyer who seeks to be compensated or paid a commission in connection with any transaction pursuant to this Agreement.

(ii) If Firm has worked directly with a buyer in connection with the Property, either as a client or a customer, and such relationship is evidenced in writing (either by a CONFIRMATION OF AGENCY RELATIONSHIP AND REGISTRATION STATEMENT - NCAR Form 510 - or substantially similar registration document), then Firm may not compensate or pay any commission to another real estate agent (not associated with Firm) in connection with any transaction pursuant to this Agreement involving said registered buyer.

(iii) In the event Client fails to make payments within the time limits set forth in this Agreement, then the delinquent amount shall bear interest from the date due until paid at the maximum rate permitted in the state of North Carolina. If Firm is required to institute legal action (including mediation or arbitration) against Client relating to this Agreement, Firm shall be entitled to costs of such action.

(iv) In the event Client sells or otherwise disposes of its interest in the Property, Client shall remain liable for payment of the commissions provided for in this Agreement, including, without limitation, the commission obligations set forth in Paragraph 7.a. unless the purchaser or transferee assumes all of such obligations in writing and Firm agrees in writing to such assumption.

(v) "Buyer", "tenant" and "registered prospect" as used herein shall be deemed to include, but not be limited to: (i) any holder of a right of first offer or refusal or similar right which holder is not specifically named herein and excluded from the terms of this Agreement, (ii) any prospect registered by Firm pursuant to Paragraph 8 hereof (which prospect registration listing shall not include brokers acting in a brokerage capacity), and, (iii) the successors or assigns, principals, officers, directors, employees or shareholders thereof or any affiliate, alter-ego or commonly controlled entity of any such person.

8. REGISTERED PROSPECTS:

a. Prior Listing Agreements: If the Property was exclusively listed for sale with another agency prior to this Agreement, then Client shall provide Firm in writing the names of registered prospects and the duration of the protection period under the prior listing agreement. If Client provides such information to Firm within twenty (20) days of the date of this Agreement, then a direct or indirect sale or agreement to sell during such protection period to a registered prospect is excluded from this Agreement.

b. Later Sale To Registered Prospect: If within 120 days after the expiration of this Agreement (the "Protection Period"), Client directly or indirectly sells or agrees to sell the Property to a party to whom Firm (or any other agent acting for or through Firm) has communicated concerning the Property during the term of this Agreement, Client shall pay Firm the same commission to which Firm would have been entitled had the sale been made during the term of this Agreement; provided that names of prospects are delivered or postmarked to Client within fifteen (15) days after the expiration of this Agreement. **In the event the Property is exclusively listed for sale with another agency after the expiration of this Agreement and Client directly or indirectly sells or agrees to sell the Property to a registered prospect during the Protection Period, then Client shall pay to Firm the same commission to which Firm would have been entitled.**

Firm Rep. Initials _____ Client Initials _____

9. LEASE PROTECTION PROVISION: In the event that the Property is leased during the term hereof, it is acknowledged that Firm shall nonetheless earn a commission upon execution of such lease agreement. The parties agree to act in good faith in determining that the commission is an amount reasonable in this area for the type of Property.

10. AUTHORITY: Client represents and warrants to Firm that it has the right to offer the Property for sale. Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party and the holders of the interests in Client.

11. BANKRUPTCY: In the event that the Property comes under the jurisdiction of a bankruptcy court, Client shall immediately notify Firm of the same and, if Client is the subject of bankruptcy, shall promptly take all steps necessary to obtain court approval of Firm's appointment to sell the Property, unless Firm shall elect to terminate this Agreement upon said notice.

12. INDEMNIFICATION: Client represents and warrants that the information set forth herein and any other information as may be furnished to Firm by Client, including information relating to environmental matters, is correct to the best of Client's knowledge. Firm shall have no obligation or responsibility for checking or verifying any such information, except as may be required by law. Client shall indemnify Firm for any and all loss or damage sustained by Firm as a result of (i) Firm's or Client's furnishing such information to a buyer or anyone else; and (ii) the presence of storage tanks on, or the presence or release of hazardous substances, materials and wastes on or from, the Property.

13. PARTIES AND BENEFITS: This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives. Client agrees that at any time during the term of this Agreement, Firm may either assign Firm's rights and responsibilities hereunder to another real estate agency, or transfer to another person or entity all or part of the ownership of Firm's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect; provided, that any assignee or transferee must be licensed to engage in the business of real estate brokerage in the State of North Carolina. In the event of any such assignment or transfer, Client may terminate this Agreement without cause on thirty (30) days' prior written notice to the assignee or transferee of Client's intent to terminate this Agreement.

14. COUNTERPARTS; ENTIRE AGREEMENT; AMENDMENT; SEVERABILITY; ATTORNEYS FEES; GOVERNING LAW: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement contains the entire agreement of the parties and supercedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. No amendment or modification to this Agreement shall be effective unless it is in writing and executed by all parties hereto. No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included. It shall not be deemed a breach of this Agreement for Firm to comply with an order resulting from an arbitration conducted by a REALTOR® association or issued by a court of competent jurisdiction. If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

15. INTELLECTUAL PROPERTY RIGHTS: Client grants to Firm and any listing or commercial database service in which Firm or its agents participate a non-exclusive, perpetual license to use any information, photographs, drawings or other intellectual property that Client provides to Firm, including the rights to display, reproduce or make derivative works from the intellectual property.

16. DUAL AGENCY: Client has received a copy of the "Working With Real Estate Agents" brochure and has reviewed it with Firm. Client understands that the potential for dual agency will arise if a buyer who has an agency relationship with Firm becomes interested in viewing the Property. Firm may represent more than one party in the same transaction only with the knowledge and informed consent of all parties for whom Firm acts.

(a) Authorization (*initial only ONE*).

_____ Client authorizes the Firm to act as a dual agent, representing both the Client and the buyer, subject to the terms and conditions set forth in this paragraph below.

Page 4 of 6

Firm Rep. Initials _____ Client Initials _____

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_____ Client desires exclusive representation at all times during this agreement and does NOT authorize Firm to act in the capacity of dual agent. *If Client does not authorize Firm to act as a dual agent, the remainder of this paragraph shall not apply.*

(b) Disclosure of Information. In the event Firm serves as a dual agent, Client agrees that without permission from the party about whom the information pertains, Firm shall not disclose to the other party the following information:

- (1) that a party may agree to a price, terms, or any conditions of sale or lease other than those offered;
- (2) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
- (3) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.

(c) Firm's Role as Dual Agent. If Firm serves as agent for both Client and a buyer in a transaction involving the Property, Firm shall make every reasonable effort to represent Client and buyer in a balanced and fair manner. Firm shall also make every reasonable effort to encourage and effect communication and negotiation between Client and buyer. Client understands and acknowledges that:

- (1) Prior to the time dual agency occurs, Firm will act as Client's exclusive agent;
- (2) In its separate representation of Client and buyer, Firm may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Firm;
- (3) Firm is required by law to disclose to Client and buyer any known or reasonably ascertainable material facts. Client agrees Firm shall not be liable to Client for (i) disclosing material facts required by law to be disclosed, and (ii) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

(d) Client's Role. Should Firm become a dual agent, Client understands and acknowledges that:

- (1) Client has the responsibility of making Client's own decisions as to what terms are to be included in any lease or purchase and sale agreement with a buyer client of Firm;
- (2) Client is fully aware of and understands the implications and consequences of Firm's dual agency role as expressed herein to provide balanced and fair representation of Client and buyer and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative;
- (3) Client has determined that the benefits of dual agency outweigh any disadvantages or adverse consequences;
- (4) Client may seek independent legal counsel to assist Client with the negotiation and preparation of a lease or purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a lease or purchase and sale agreement.

Client agrees to indemnify and hold Firm harmless against all claims, damages, losses, expenses or liabilities, other than violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Firm's role as a dual agent. Client shall have a duty to protect Client's own interests and should read any lease or purchase and sale agreement carefully to ensure that it accurately sets forth the terms which Client wants included in said agreement.

THE BROKER SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OF ANY PARTY OR PROSPECTIVE PARTY TO THIS AGREEMENT.

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Firm Rep. Initials _____ Client Initials _____

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THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

CLIENT:
Individual

Date: _____

Date: _____

Business Entity

County of Harnett
(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Facsimile: _____

E-mail: _____

FIRM:

Avison Young - North Carolina, LLC
(Name of Firm)

By: _____

Name: _____ John B. Linderman, Jr.

Individual License #: _____ 97734

Date: _____

Address: _____ 5440 Wade Park Boulevard, Suite 200

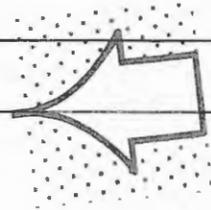
_____ Raleigh, NC 27607

Phone: _____ 919.785.3434

Facsimile: _____

E-mail: _____

SIGN
+ DATE



**SIGN
HERE**

WORKING WITH REAL ESTATE AGENTS

NOTE: Effective July 1, 2001, in every real estate sales transaction, a real estate agent shall, at first substantial contact directly with a prospective buyer or seller, provide the prospective buyer or seller with the following information [NC Real Estate Commission Rule 21 NCAC 58A.0104(c)].

When buying or selling real estate, you may find it helpful to have a real estate agent assist you. Real estate agents can provide many useful services and work with you in different ways. In some real estate transactions, the agents work for the seller. In others, the seller and buyer may each have agents. And sometimes the same agents work for both the buyer and the seller. It is important for you to know whether an agent is working for you as your agent or simply working with you while acting as an agent of the other party.

This brochure addresses the various types of working relationships that may be available to you. It should help you decide which relationship you want to have with a real estate agent. It will also give you useful information about the various services real estate agents can provide buyers and sellers, and it will help explain how real estate agents are paid.

SELLERS

Seller's Agent

If you are selling real estate, you may want to "list" your property for sale with a real estate firm. If so, you will sign a "listing agreement" authorizing the firm and its agents to represent you in your dealings with buyers as your *seller's agent*. You may also be asked to allow agents from other firms to help find a buyer for your property.

Be sure to read and understand the listing agreement before you sign it. Your agent must give you a copy of the listing agreement after you sign it.

Duties to Seller: The listing firm and its agents must * promote your best interests * be loyal to you * follow your lawful instructions * provide you with all material facts that could influence your decisions * use reasonable skill, care and diligence, and * account for all monies they handle for you. Once you have signed the listing agreement, the firm and its agents may not give any confidential information about you to prospective buyers or their agents without your permission so long as they represent you. But **until you sign the listing agreement, you should avoid telling the listing agent anything you would not want a buyer to know.**

Services and Compensation: To help you sell your property, the listing firm and its agents will offer to perform a number of services for you. These may include * helping you price your property * advertising and marketing your property * giving you all required property disclosure forms for you to complete * negotiating for you the best possible price and terms * reviewing all written offers with you and * otherwise promoting your interests.

For representing you and helping you sell your property, you will pay the listing firm a sales commission or fee. The listing agreement must state the amount or method for determining the commission or fee and whether you will allow the firm to share its commission with agents representing the buyer.

Dual Agent

You may even permit the listing firm and its agents to represent you **and** a buyer at the same time. This "dual agency relationship" is most likely to happen if an agent with your listing firm is working as a *buyer's agent* with someone who wants to purchase your property. If this occurs and you have not already agreed to a dual agency relationship in your listing agreement, your listing agent will ask you to amend your listing agreement to permit the agent to act as agent for both you and the buyer.

It may be difficult for a *dual agent* to advance the interests of both the buyer and seller. Nevertheless, a *dual agent* must treat buyers and sellers fairly and equally. Although the *dual agent* owes them the same duties, buyers and sellers can prohibit *dual agents* from divulging **certain** confidential information about them to the other party.

Some firms also offer a form of dual agency called "designated agency" where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each "designated agent" to more fully represent each party.

If you choose the "dual agency" option, remember that since a dual agent's loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of * what your relationship is with the *dual agent* and * what the agent will be doing for you in the transaction.

BUYERS

When buying real estate, you may have several choices as to how you want a real estate firm and its agents to work with you. For example, you may want them to represent only you (as a **buyer's agent**). You may be willing for them to represent both you and the seller at the same time (as a **dual agent**). Or you may agree to let them represent only the seller (**seller's agent** or **subagent**). Some agents will offer you a choice of these services. Others may not.

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Buyer's Agent

Duties to Buyer: If the real estate firm and its agents represent you, they must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have agreed (either orally or in writing) for the firm and its agents to be your *buyer's agent*, they may not give any confidential information about you to sellers or their agents without your permission so long as they represent you. But **until you make this agreement with your buyer's agent, you should avoid telling the agent anything you would not want a seller to know.**

Unwritten Agreements: To make sure that you and the real estate firm have a clear understanding of what your relationship will be and what the firm will do for you, you may want to have a written agreement. However, some firms may be willing to represent and assist you for a time as a *buyer's agent* without a written agreement. But if you decide to make an offer to purchase a particular property, the agent must obtain a written agency agreement before writing the offer. If you do not sign it, the agent can no longer represent and assist you and is no longer required to keep information about you confidential.

Be sure to read and understand any agency agreement before you sign it.

Services and Compensation: Whether you have a written or unwritten agreement, a *buyer's agent* will perform a number of services for you. These may include helping you • find a suitable property • arrange financing • learn more about the property and • otherwise promote your best interests. If you have a **written** agency agreement, the agent can also help you prepare and submit a written offer to the seller.

A *buyer's agent* can be compensated in different ways. For example, you can pay the agent out of your own pocket. Or the agent may seek compensation from the seller or listing agent first, but require you to pay if the listing agent refuses. Whatever the case, be sure your compensation arrangement with your *buyer's agent* is spelled out in a buyer agency agreement before you make an offer to purchase property and that you carefully read and understand the compensation provision.

Dual Agent

You may permit an agent or firm to represent you **and** the seller at the same time. This “dual agency relationship” is most likely to happen if you become interested in a property listed with your *buyer's agent* or the agent's firm. If this occurs and you have not already agreed to a dual agency relationship in your (written or oral) buyer agency agreement, your *buyer's agent* will ask you to amend the buyer agency agreement or sign a separate agreement or document permitting him or her to act as agent for both you and the seller. It may be difficult for a *dual agent* to advance the interests of both the buyer and seller. Nevertheless, a *dual agent* must treat buyers and sellers fairly and equally. Although the *dual agent* owes them the same duties, buyers and sellers can prohibit *dual agents* from divulging **certain** confidential information about them to the other party.

Some firms also offer a form of dual agency called “designated agency” where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each “designated agent” to more fully represent each party.

If you choose the “dual agency” option, remember that since a *dual agent's* loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the *dual agent* and • what the agent will be doing for you in the transaction. This can best be accomplished by putting the agreement in writing at the earliest possible time.

Seller's Agent Working with a Buyer

If the real estate agent or firm that you contact does not offer *buyer agency* or you do not want them to act as your *buyer agent*, you can still work with the firm and its agents. However, they will be acting as the *seller's agent* (or “subagent”). The agent can still help you find and purchase property and provide many of the same services as a *buyer's agent*. The agent must be fair with you and provide you with any “material facts” (such as a leaky roof) about properties.

But remember, the agent represents the seller - not you - and therefore must try to obtain for the seller the best possible price and terms for the seller's property. Furthermore, a *seller's agent* is required to give the seller any information about you (even personal, financial or confidential information) that would help the seller in the sale of his or her property. Agents must tell you *in writing* if they are *resellers' agents* before you say anything that can help the seller. But **until you are sure that an agent is not a seller's agent, you should avoid saying anything you do not want a seller to know.**

Sellers' agents are compensated by the sellers.

FOR BUYER/SELLER

This is not a contract

Date

Avison Young - North Carolina, LLC

Firm Name

Justin Booth

275626

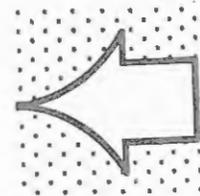
Agent Name License Number

**Disclosure of Seller Subagency
(Complete, if applicable)**

When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.

Agent's Initials Acknowledging Disclosure: _____

The North Carolina Real Estate Commission
P.O. Box 17100 Raleigh, North Carolina 27619-7100
919/875-3700 Web Site: www.ncrec.state.nc.us
REC 3.45 1/1/09



**SIGN
HERE**

WORKING WITH REAL ESTATE AGENTS
Agents must retain this acknowledgment for their files.

This is not a contract

By signing, I acknowledge that the agent named below furnished a copy of this brochure and reviewed it with me.

Buyer or Seller Name (Print or Type)

Buyer or Seller Name (Print or Type)

Buyer or Seller Signature

Buyer or Seller Signature

Date

Date

Avison Young - North Carolina, LLC

Firm Name

Justin Booth

275626

Agent Name and License Number

SIGN
&
DATE

Disclosure of Seller Subagency

When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.

Buyer's Initials Acknowledging Disclosure: _____

HARNETT COUNTY CAMA WEBVIEWER

HARNETT COUNTY OF

34 OLIVE FARM DR
106168000

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE ADVALOREM TAX (100)

Reval Year: 2009 Tax Year: 2016

9.96ACS WESTERN HARNETT MAP#2009-504

Appraised by 14 on 01/01/2009 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Notes: Parcel: 03-9576--0035--04
PLAT: UNIQ ID 2009/0504 279457
ID NO: 9577-25-4810.000

CARD NO. 1 of 1

9.960 AC

SRC=

TW-03

CI-FR-EX-

AT-

LAST ACTION 20150828

CONSTRUCTION DETAIL		MARKET VALUE				DEPRECIATION				CORRELATION OF VALUE																									
TOTAL POINT VALUE	BUILDING ADJUSTMENTS	USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EY	BAYE	CREDENCE TO																									
TOTAL ADJUSTMENT FACTOR	TOTAL QUALITY INDEX	04	00							% GOOD																									
		TYPE: CONDOMINIUM								DEPR. BUILDING VALUE - CARD 0																									
		STYLE:								DEPR. OB/XF VALUE - CARD 0																									
										MARKET LAND VALUE - CARD 149,400																									
										TOTAL MARKET VALUE - CARD 149,400																									
										TOTAL APPRAISED VALUE - CARD 149,400																									
										TOTAL APPRAISED VALUE - PARCEL 149,400																									
										TOTAL PRESENT USE VALUE - PARCEL 0																									
										TOTAL VALUE DEFERRED - PARCEL 0																									
										TOTAL TAXABLE VALUE - PARCEL 149,400																									
										PRIOR																									
										BUILDING VALUE 0																									
										OBXF VALUE 0																									
										LAND VALUE 0																									
										PRESENT USE VALUE 0																									
										DEFERRED VALUE 0																									
										TOTAL VALUE 0																									
PERMIT																																			
		CODE	DATE	NOTE	NUMBER	AMOUNT																													
ROUT: WTRSHD:																																			
SALES DATA																																			
OFF. RECORD	DATE	DEED			INDICATE SALES																														
BOOK	PAGE	MO	YR	TYPE	Q	U	V	PRICE																											
03334	0574	8	2015	WD	Y	V		4027000																											
01642	0053	7	2002	WD	D	V		0																											
HEATED AREA																																			
NOTES																																			
SUBAREA		GS	RPL	CODE	QUALITY	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	BEYB	ANN DEP RATE	% OVR	COND	OB/XF DEPR. VALUE															
FIREPLACE																					0														
SUBAREA TOTALS																																			
BUILDING DIMENSIONS																																			
LAND INFORMATION																																			
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRON TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES				ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES															
INDUSTRIAL	0600		0	0	1.0000	0	1.0000	RF	AC	LC	TO	OT		15,000.00	9.960	AC	1,000	15,000.00	149400		0														
TOTAL MARKET LAND DATA															9.960																				
TOTAL PRESENT USE DATA																																			

HARNETT COUNTY CAMA
WEBVIEWER

HARNETT COUNTY OF
322 OLIVE FARM DR
106168000
Reval Year: 2009 Tax Year: 2016
Appraised by 14 on 01/01/2009 03900 WESTERN INDUSTRIAL PARK

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE ADVALOREM TAX (100)
LT# 2B WESTERN HARNETT INDMAP# 2008-1088

Return/Appeal Notes: Parcel: 03-9576- -0035- -03
PLAT: 2008/1088 UNIQ ID 279456
ID NO: 9577-36-5285.000
CARD NO. 1 of 1
5.130 AC SRC=
TW-03 CI-FR-EX- AT- LAST ACTION 20151015

CONSTRUCTION DETAIL		MARKET VALUE				DEPRECIATION				CORRELATION OF VALUE			
TOTAL POINT VALUE		USE	MOD	Eff. Area	BASE RATE	RCN	NEY	BAY	CREDENCE TO				
BUILDING ADJUSTMENTS		04	00						% GOOD				
TOTAL ADJUSTMENT FACTOR		TYPE: CONDOMINIUM								DEPR. BUILDING VALUE - CARD 0			
TOTAL QUALITY INDEX		STYLE:								DEPR. OB/XF VALUE - CARD 0			
										MARKET LAND VALUE - CARD 76,950			
										TOTAL MARKET VALUE - CARD 76,950			
										TOTAL APPRAISED VALUE - CARD 76,950			
										TOTAL APPRAISED VALUE - PARCEL 76,950			
										TOTAL PRESENT USE VALUE - PARCEL 0			
										TOTAL VALUE DEFERRED - PARCEL 0			
										TOTAL TAXABLE VALUE - PARCEL 76,950			
										PRIOR			
										BUILDING VALUE 0			
										OBXF VALUE 0			
										LAND VALUE 0			
										PRESENT USE VALUE 0			
										DEFERRED VALUE 0			
										TOTAL VALUE 0			
										PERMIT			
										CODE DATE NOTE NUMBER AMOUNT			
										ROUT: WTRSHD:			
										SALES DATA			
										OFF. RECORD			
										BOOK PAGE MOYR DEED TYPE Q/UV/E INDICATE SALES PRICE			
										03334 0574 8 2015 WD Y V 4027000			
										01642 0053 7 2002 WD D V 0			
										HEATED AREA			
										NOTES			

SUBAREA		CODE	QUALITY	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	BEYB	ANN DEP RATE	% OVR COND	OB/XF DEPR. VALUE
TYPE		GS AREA	RPL %	CS	TOTAL OB/XF VALUE												

FIREPLACE																	
SUBAREA TOTALS																	

BUILDING DIMENSIONS

LAND INFORMATION

HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRON TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES	
INDUSTRIAL	0600		0	0	1.0000	0	1.0000			15,000.00	5.130	AC	1,000	15,000.00	76950		0	
TOTAL MARKET LAND DATA												5.130				76,950		
TOTAL PRESENT USE DATA																		

HARNETT COUNTY CAMA WEBVIEWER

HARNETT COUNTY OF

408 OLIVE FARM DR
106168000

NN: 23 - ADJUSTMENT AFTER FIELD REVIEW
BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE
ADVALDREM TAX (100)

Reval Year: 2009 Tax
Year: 2016

TR#3 WESTERN HARNETT INDUM2009-504-508

Appraised by 44 on 01/13/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Notes: Parcel: 03-9576--0035
PLAT: UNIQ ID
2002/0649 232544
ID NO: 9577-36-9354.000

CARD NO. 1
of 1

6.920 AC

SRC= Inspection

TW-03

CI-FR-EX-

AT-

LAST ACTION
20151125

CONSTRUCTION DETAIL		MARKET VALUE					DEPRECIATION			CORRELATION OF VALUE													
TOTAL POINT VALUE	BUILDING ADJUSTMENTS	USE	MOD	Eff. Area	QUAL	BASE RATE	RC	NE	BY	BY	CREDENCE TO												
		10	00								% GOOD												
TOTAL ADJUSTMENT FACTOR											DEPR. BUILDING VALUE - CARD												
TOTAL QUALITY INDEX		TYPE: COMMERCIAL									DEPR. OB/XF VALUE - CARD												
		STYLE:									MARKET LAND VALUE - CARD												
											TOTAL MARKET VALUE - CARD												
											TOTAL APPRAISED VALUE - CARD												
											TOTAL APPRAISED VALUE - PARCEL												
											TOTAL PRESENT USE VALUE - PARCEL												
											TOTAL VALUE DEFERRED - PARCEL												
											TOTAL TAXABLE VALUE - PARCEL												
											PRIOR												
											BUILDING VALUE												
											OBXF VALUE												
											LAND VALUE												
											PRESENT USE VALUE												
											DEFERRED VALUE												
											TOTAL VALUE												
											PERMIT												
											CODE DATE NOTE NUMBER AMOUNT												
											ROUT: WTRSHD:												
											SALES DATA												
											OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES PRICE												
											BOOK PAGE MOYR												
											03334 0574 8 2015 WD Y I 4027000												
											01642 0053 7 2002 WD C V 0												
											01629 0405 6 2002 WD A V 811000												
											01392 0890 12 1999 WD* Y V 765000												
											HEATED AREA												
											NOTES												
											removed build that was double listed on different parcel . 11/24/15 kh												
SUBAREA		CODE	QUALITY	DESCRIPTION	COUNT	LT	HT	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	BE	YB	ANN DEP RATE	% OVR COND	OB/XF DEPR. VALUE				
TYPE	GS AREA %	RPL CS	TOTAL OB/XF VALUE																				
FIREPLACE																							
SUBAREA																							
TOTALS																							
BUILDING DIMENSIONS																							
LAND INFORMATION																							
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRON TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES			ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES				
INDUSTRIAL	0600		0	0	1.0000	0	1.0000	topo				15,000.00	6.920	AC	1.000	15,000.00	103800		0				
TOTAL MARKET LAND DATA													6.920								103,800		
TOTAL PRESENT USE DATA																							

HARNETT COUNTY CAMA
WEBVIEWER

HARNETT COUNTY OF

474 OLIVE FARM DR
106168000

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE
ADVALOREM TAX (100)

Reval Year: 2009 Tax
Year: 2016

TR.#4 WESTERN HARNETT INDUM#2009504-508

Appraised by 17 on 01/12/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Parcel: 03-9576--
Notes: -0035--05
PLAT: UNIQ ID
2009/0504 280117
ID NO: 9577-46-2397.000

CARD NO. 1
of 1

8.720 AC

SRC=#

TW-03

CI-FR-EX-

AT-

LAST ACTION
20151015

CONSTRUCTION DETAIL		MARKET VALUE				DEPRECIATION				CORRELATION OF VALUE													
TOTAL POINT VALUE	BUILDING ADJUSTMENTS	USE	MOD	Eff. Area	QUAL	BASE RATE	RC	NE	BAYE	CREDENCE TO													
		40	00							% GOOD													
TOTAL ADJUSTMENT FACTOR	TOTAL QUALITY INDEX	TYPE: INDUSTRIAL								DEPR. BUILDING VALUE - CARD													
		STYLE:								DEPR. OB/XF VALUE - CARD													
										MARKET LAND VALUE - CARD													
										TOTAL MARKET VALUE - CARD													
										TOTAL APPRAISED VALUE - CARD													
										TOTAL APPRAISED VALUE - PARCEL													
										TOTAL PRESENT USE VALUE - PARCEL													
										TOTAL VALUE DEFERRED - PARCEL													
										TOTAL TAXABLE VALUE - PARCEL													
										PRIOR													
										BUILDING VALUE													
										OBXF VALUE													
										LAND VALUE													
										PRESENT USE VALUE													
										DEFERRED VALUE													
										TOTAL VALUE													
		PERMIT																					
		CODE	DATE	NOTE	NUMBER	AMOUNT																	
		ROUT: WTRSHD:																					
		SALES DATA																					
		OFF. RECORD	DATE	DEED	INDICATE SALES																		
		BOOK	PAGE	MO	YR	TYPE	Q	U	V	I	PRICE												
		03334	0574	8	2015	WD	Y	V			4027000												
		01642	0053	7	2002	WD	D	V			0												
		HEATED AREA																					
		NOTES																					
SUBAREA		GS	RPL	CODE				QUALITY	DESCRIPTION	COUNT	LT	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AYS	EYB	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE
TYPE	AREA	%	CS	TOTAL OB/XF VALUE																			
FIREPLACE																							
SUBAREA TOTALS																							
BUILDING DIMENSIONS																							
LAND INFORMATION																							
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRON TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES				ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES			
INDUSTRIAL	0600		0	0	1.0000	0	1.0000						15,000.00	8.720	AC	1.000	15,000.00	130800		0			
TOTAL MARKET LAND DATA																							
TOTAL PRESENT USE DATA																							

HARNETT COUNTY CAMA
WEBVIEWER

HARNETT COUNTY BOARD OF EDUCATION

592 OLIVE FARM DR
214145000

BENHAVEN FIRE ADVALOREM TAX (100), 8ENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE
ADVALDREM TAX (100)

Reval Year: 2009 Tax
Year: 2016

TR# 5 WESTERN HARNETT INDUST MAP# 2009-504-508

Appraised by 17 on 01/12/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Parcel: 03-9576- -
Notes: -0035- -06
PLAT: UNIQ ID
2009/0504 280118
ID NO: 9577-46-8757.000

CARD NO. 1
of 1

6.450 AC

SRC=

TW-03

CI-FR-EX-COTY

AT-

LAST ACTION
20151120

CONSTRUCTION DETAIL				MARKET VALUE				DEPRECIATION				CORRELATION OF VALUE									
TOTAL POINT VALUE				USE	MOD	Eff. Area	BASE RATE	RC	NE	Y	B	A	CREDENCE TO								
BUILDING ADJUSTMENTS				40	00								% GOOD								
TOTAL ADJUSTMENT FACTOR				TYPE: INDUSTRIAL								DEPR. BUILDING VALUE - CARD									
TOTAL QUALITY INDEX				STYLE:								DEPR. OB/XF VALUE - CARD									
												MARKET LAND VALUE - CARD									
												TOTAL MARKET VALUE - CARD									
												TOTAL APPRAISED VALUE - CARD									
												TOTAL APPRAISED VALUE - PARCEL									
												TOTAL PRESENT USE VALUE - PARCEL									
												TOTAL VALUE DEFERRED - PARCEL									
												TOTAL TAXABLE VALUE - PARCEL									
												PRIOR									
												BUILDING VALUE									
												OBXF VALUE									
												LAND VALUE									
												PRESENT USE VALUE									
												DEFERRED VALUE									
												TOTAL VALUE									
												PERMIT									
												CODE DATE NOTE NUMBER AMOUNT									
												ROUT: WTRSHD:									
												SALES DATA									
												OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES PRICE									
												BOOK PAGE MOYR									
												03356 0030 11 2015 WD I V 0									
												03334 0574 8 2015 WD Y V 4027000									
												01642 0053 7 2002 WD D V 0									
												HEATED AREA									
												NOTES									
SUBAREA				CODE	QUALITY	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	BEYB	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE	
TYPE				GS AREA	RPL %	CS	TOTAL OB/XF VALUE														
FIREPLACE																					
SUBAREA																					
TOTALS																					
BUILDING DIMENSIONS																					
LAND INFORMATION																					
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONT TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES RF AC LC TO OT				ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES	
INDUSTRIAL	0600		0	0	1.0000	0	1.0000						15,000.00	6.450	AC	1.000	15,000.00	96750		0	
TOTAL MARKET LAND DATA															6.450						96,750
TOTAL PRESENT USE DATA																					

HARNETT COUNTY CAMA
WEBVIEWER

HARNETT COUNTY BOARD OF EDUCATION

704 OLIVE FARM DR
214145000

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE
ADVALOREM TAX (100)

Reval Year: 2009 Tax
Year: 2016

TR#6 WESTERN HARNETT INDUST MAP# 2009-504-S08

Appraised by 17 on 01/12/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Parcel: 03-9576--
Notes: -0035--07
PLAT: UNIQ ID
2009/0504 280119
ID NO: 9577-56-4758.000

CARD NO. 1
of 1

6.080 AC

SRC=

TW-03

CI-FR-EX-COTY

AT-

LAST ACTION
20151119

CONSTRUCTION DETAIL		MARKET VALUE					DEPRECIATION			CORRELATION OF VALUE										
TOTAL POINT VALUE	BUILDING ADJUSTMENTS	USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	NE	BYE	CREDENCE TO										
		40	00							% GOOD										
TOTAL ADJUSTMENT FACTOR	TOTAL QUALITY INDEX	TYPE: INDUSTRIAL								DEPR. BUILDING VALUE - CARD										
		STYLE:								0										
										DEPR. OB/XF VALUE - CARD										
										0										
										MARKET LAND VALUE - CARD										
										91,200										
										TOTAL MARKET VALUE - CARD										
										91,200										
										TOTAL APPRAISED VALUE - CARD										
										91,200										
										TOTAL APPRAISED VALUE - PARCEL										
										91,200										
										TOTAL PRESENT USE VALUE - PARCEL										
										0										
										TOTAL VALUE DEFERRED - PARCEL										
										0										
										TOTAL TAXABLE VALUE - PARCEL										
										91,200										
PRIOR																				
BUILDING VALUE																				
0																				
OBXF VALUE																				
0																				
LAND VALUE																				
0																				
PRESENT USE VALUE																				
0																				
DEFERRED VALUE																				
0																				
TOTAL VALUE																				
0																				
PERMIT																				
CODE		DATE		NOTE		NUMBER		AMOUNT												
ROUT: WTRSHD:																				
SALES DATA																				
OFF. RECORD	DATE	DEED	INDICATE SALES																	
BOOK	PAGE	MOYR	TYPE	Q/UV/I	PRICE															
03356	0030	11	2015	WD	I V	0														
03334	0574	8	2015	WD	Y V	4027000														
01642	0053	7	2002	WD	D V	0														
HEATED AREA																				
NOTES																				
SUBAREA		CODE	QUALITY	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AYBEYB	ANN DEP RATE	% OVR	COND	OB/XF DEPR. VALUE			
TYPE		GS AREA	RPL %	CS	TOTAL OB/XF VALUE															
0																				
FIREPLACE																				
SUBAREA																				
TOTALS																				
BUILDING DIMENSIONS																				
LAND INFORMATION																				
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONT TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES				ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES
INDUSTRIAL	D600		0	0	1.0000	0	1.0000	RF	AC	LC	OT		15,000.00	6.080	AC	1,000	15,000.00	91200	0	
TOTAL MARKET LAND DATA															6.080				91,200	
TOTAL PRESENT USE DATA																				

HARNETT COUNTY CAMA
WEBVIEWER

HARNETT COUNTY BOARD OF EDUCATION

758 OLIVE FARM RD
214145000

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE ADVALOREM TAX (100)

Reval Year: 2009 Tax Year: 2015

TR# 7 WESTERN HARNETT INDUST MAP# 2009-504-508

Appraised by 17 on 01/12/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Notes: Parcel: 03-9576--0035--08
PLAT: UNIQ ID 2009/0504 280120
ID NO: 9577-66-0188.000

CARD NO. 1 of 1

12.110 AC

SRC=

TW-03

CI-FR-EX-COTY AT-

LAST ACTION 20151119

CONSTRUCTION DETAIL		MARKET VALUE				DEPRECIATION				CORRELATION OF VALUE													
TOTAL POINT VALUE		USE	MOD	Eff. Area	BASE RATE	RC	NE	Y	B	CREDENCE TO													
BUILDING ADJUSTMENTS		40	00							% GOOD													
TOTAL ADJUSTMENT FACTOR										DEPR. BUILDING VALUE - CARD 0													
TOTAL QUALITY INDEX		TYPE: INDUSTRIAL								DEPR. OB/XF VALUE - CARD 0													
		STYLE:								MARKET LAND VALUE - CARD 181,650													
										TOTAL MARKET VALUE - CARD 181,650													
										TOTAL APPRAISED VALUE - CARD 181,650													
										TOTAL APPRAISED VALUE - PARCEL 181,650													
										TOTAL PRESENT USE VALUE - PARCEL 0													
										TOTAL VALUE DEFERRED - PARCEL 0													
										TOTAL TAXABLE VALUE - PARCEL 181,650													
										PRIOR													
										BUILDING VALUE 0													
										OBXF VALUE 0													
										LAND VALUE 0													
										PRESENT USE VALUE 0													
										DEFERRED VALUE 0													
										TOTAL VALUE 0													
										PERMIT													
										CODE DATE NOTE NUMBER AMOUNT													
										ROUT: WTRSHD:													
										SALES DATA													
										OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES													
										BOOK PAGE MOYR PRICE													
										03356 0030 11 2015 WD I V 0													
										03334 0574 8 2015 WD Y V 4027000													
										01642 0053 7 2009 WD D V 0													
										HEATED AREA													
										NOTES													
SUBAREA		CODE	QUALITY	DESCRIPTION	COUNT	LT	HW	TH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	BEYB	ANN DEP RATE	% OVR	COND	OB/XF DEPR. VALUE				
TOTAL OB/XF VALUE		0																					
FIREPLACE																							
SUBAREA																							
TOTALS																							
BUILDING DIMENSIONS																							
LAND INFORMATION		HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONT TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES RF AC LC TO OT				ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	VERRIDE VALUE	LAND NOTES	
		INDUSTRIAL	0600		0	0	1.0000	0	1.0000						15,000.00	12.110	AC	1,000	15,000.00	181650		0	
TOTAL MARKET LAND DATA		12.110																					
TOTAL PRESENT USE DATA		181,650																					

HARNETT COUNTY CAMA WEBVIEWER

HARNETT COUNTY BOARD OF EDUCATION

764 OLIVE FARM DR
214145000

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE ADVALOREM TAX (100)

Reval Year: 2009 Tax Year: 2016

TR # 8 WESTERN HARNETT INDUST MAP# 2009-504-508

Appraised by 17 on 01/12/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Notes: Parcel: 03-9576--0035-09
PLAT: UNIQ ID 2009/0504 280121
ID NO: 9577-66-1708.000

CARD NO. 1 of 1

5.180 AC

SRC=

TW-03

CI-FR-EX-COTY

AT-

LAST ACTION 20151120

CONSTRUCTION DETAIL		MARKET VALUE					DEPRECIATION			CORRELATION OF VALUE											
TOTAL POINT VALUE	BUILDING ADJUSTMENTS	USE	MOD	Eff. Area	QUAL	BASE RATE	RC	NE	BAYE	CREDENCE TO											
		40	00							% GOOD											
TOTAL ADJUSTMENT FACTOR		TYPE: INDUSTRIAL								DEPR. BUILDING VALUE - CARD											
TOTAL QUALITY INDEX		STYLE:								DEPR. OB/XF VALUE - CARD											
										MARKET LAND VALUE - CARD 77,700											
										TOTAL MARKET VALUE - CARD 77,700											
										TOTAL APPRAISED VALUE - CARD 77,700											
										TOTAL APPRAISED VALUE - PARCEL 77,700											
										TOTAL PRESENT USE VALUE - PARCEL 0											
										TOTAL VALUE DEFERRED - PARCEL 0											
										TOTAL TAXABLE VALUE - PARCEL 77,700											
PRIOR																					
BUILDING VALUE													0								
OBXF VALUE													0								
LAND VALUE													0								
PRESENT USE VALUE													0								
DEFERRED VALUE													0								
TOTAL VALUE													0								
PERMIT																					
CODE		DATE		NOTE		NUMBER		AMOUNT													
ROUT: WTRSHD:																					
SALES DATA																					
OFF. RECORD	DATE	DEED	INDICATE SALES																		
BOOK	PAGE	MO	YR	TYPE	Q	U	V	I	PRICE												
03356	0030	11	2015	WD	J	V			0												
03334	0574	8	2015	WD	Y	V			4027000												
01642	0053	7	2009	WD	D	V			0												
HEATED AREA																					
NOTES																					
SUBAREA		GS	RPL	CODE	QUALITY	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG %	BLDG#	SIZE FACT	AY	EYB	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE	
TYPE		AREA	%	CS	TOTAL OB/XF VALUE																
FIREPLACE																					
SUBAREA																					
TOTALS																					
BUILDING DIMENSIONS																					
LAND INFORMATION																					
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRON TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES			ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	_OVERRIDE VALUE	LAND NOTES		
INDUSTRIAL	0600		0	0	1.0000	0	1.0000	RF	AC	LC	OT		15,000.00	5.180	AC	1.000	15,000.00	77700	0		
TOTAL MARKET LAND DATA															5.180				77,700		
TOTAL PRESENT USE DATA																					

HARNETT COUNTY CAMA WEBVIEWER

HARNETT COUNTY BOARD OF EDUCATION

761 OLIVE FARM DR
214145000

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE ADVALOREM TAX (100)

Reval Year: 2009 Tax Year: 2016 TR#9 WESTERN HARNETT INDUST MAP# 2009-504-508

Appraised by 17 on 01/12/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Notes: Parcel: 03-9576--0035--10
PLAT: UNIQ ID 2009/0504 280009
ID NO: 9577-57-9299.000

CARD NO. 1 of 1

4.530 AC SRC=

TW-03 CI-FR-EX-COTY AT- LAST ACTION 20151119

CONSTRUCTION DETAIL		MARKET VALUE					DEPRECIATION			CORRELATION OF VALUE									
TOTAL POINT VALUE		USE	MOD	Eff. Area	BASE RATE	RC	NEYS	BAYE	CREDENCE TO										
BUILDING ADJUSTMENTS		40	00						% GOOD										
TOTAL ADJUSTMENT FACTOR		TYPE: INDUSTRIAL							DEPR. BUILDING VALUE - CARD										
TOTAL QUALITY INDEX		STYLE:							DEPR. OB/XF VALUE - CARD										
									MARKET LAND VALUE - CARD 67,950										
									TOTAL MARKET VALUE - CARD 67,950										
									TOTAL APPRAISED VALUE - CARD 67,950										
									TOTAL APPRAISED VALUE - PARCEL 67,950										
									TOTAL PRESENT USE VALUE - PARCEL 0										
									TOTAL VALUE DEFERRED - PARCEL 0										
									TOTAL TAXABLE VALUE - PARCEL 67,950										
									PRIOR										
									BUILDING VALUE 0										
									OBXF VALUE 0										
									LAND VALUE 0										
									PRESENT USE VALUE 0										
									DEFERRED VALUE 0										
									TOTAL VALUE 0										
									PERMIT										
									CODE DATE NOTE NUMBER AMOUNT										
									ROUT: WTRSHD:										
									SALES DATA										
									OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES PRICE										
									BOOK PAGE MOYR										
									03356 0030 11 2015 WD I V										
									03334 0574 8 2015 WD Y V 4027000										
									01642 0053 7 2002 WD D V										
									HEATED AREA										
									NOTES										
SUBAREA		CODE	QUALITY	DESCRIPTION	COUNT	LT	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	EYB	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE	
TYPE		GS AREA	RPL %	CS	TOTAL OB/XF VALUE														
FIREPLACE																			
SUBAREA TOTALS																			
BUILDING DIMENSIONS																			
LAND INFORMATION																			
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRON TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	VERRIDE VALUE	LAND NOTES		
INDUSTRIAL	0600		0	0	1.0000	0	1.0000	RF AC LC TO OT		15,000.00	4.530	AC	1.000	15,000.00	67950	0			
TOTAL MARKET LAND DATA																		4.530	67,950
TOTAL PRESENT USE DATA																			

HARNETT COUNTY CAMA
WEBVIEWER

HARNETT COUNTY BOARD OF EDUCATION

703 OLIVE FARM DR
214145000

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE
ADVALOREM TAX (100)

Reval Year: 2009 Tax
Year: 2016

LT# 10 WESTERN HARNETT INDSUT MAP# 2009-504-508

Appraised by 17 on 02/09/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Parcel: 03-9576--
Notes: -0035--11
PLAT: UNIQ ID
2009/0504 280010
ID NO: 9577-57-4249.000

CARD NO. 1
of 1

5.160 AC

SRC =

TW-03

CI-FR-EX-COTY

AT-

LAST ACTION
20151119

CONSTRUCTION DETAIL		MARKET VALUE					DEPRECIATION			CORRELATION OF VALUE											
TOTAL POINT VALUE	BUILDING ADJUSTMENTS	USE	MOD	Eff. Area	QUAL	BASE RATE	RC	NE	BY	BYE	CREDENCE TO										
TOTAL ADJUSTMENT FACTOR	TOTAL QUALITY INDEX	40	00								% GOOD										
		TYPE: INDUSTRIAL									DEPR. BUILDING VALUE - CARD										
		STYLE:									DEPR. OB/XF VALUE - CARD										
											MARKET LAND VALUE - CARD										
											TOTAL MARKET VALUE - CARD										
											TOTAL APPRAISED VALUE - CARD										
											TOTAL APPRAISED VALUE - PARCEL										
											TOTAL PRESENT USE VALUE - PARCEL										
											TOTAL VALUE DEFERRED - PARCEL										
											TOTAL TAXABLE VALUE - PARCEL										
											PRIOR										
											BUILDING VALUE										
											OBXF VALUE										
											LAND VALUE										
											PRESENT USE VALUE										
											DEFERRED VALUE										
											TOTAL VALUE										
											PERMIT										
											CODE DATE NOTE NUMBER AMOUNT										
											ROUT: WTRSHD:										
											SALES DATA										
											OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES PRICE										
											BOOK PAGE MOYR										
											03356 0030 11 2015 WD I V 0										
											03334 0574 8 2015 WD Y V 4027000										
											01642 0053 7 2002 WD D V 0										
											HEATED AREA										
											NOTES										
SUBAREA		CODE	QUALITY	DESCRIPTION	COUNT	LT	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	BEYB	ANN DEP RATE	% OVR	COND	OB/XF DEPR. VALUE			
TYPE		GS AREA	RPL %	CS	TOTAL OB/XF VALUE																
FIREPLACE																					
SUBAREA																					
TOTALS																					
BUILDING DIMENSIONS																					
LAND INFORMATION																					
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONT TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES			ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES		
INDUSTRIAL	0600		0	0	1.0000	0	1.0000	RF	AC	LC	OT		15,000.00	5.160	AC	1,000	15,000.00	77400	0		
TOTAL MARKET LAND DATA													5.160								77,400
TOTAL PRESENT USE DATA																					

HARNETT COUNTY CAMA
WEBVIEWER

HARNETT COUNTY BOARD OF EDUCATION

593 OLIVE FARM DR
214145000

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE
ADVALOREM TAX (100)

Reval Year: 2009 Tax
Year: 2016

LT#11 WESTERN HARNETT INDUST MAP# 2009-504-508

Appraised by 17 on 02/09/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Parcel: 03-9576--
Notes: -0035- -12
PLAT: UNIQ ID
2009/0204 280011
ID NO: 9577-47-8259.000

CARD NO. 1
of 1

6.140 AC SRC=

TW-03 CI-FR-EX-COTY AT- LAST ACTION
20151120

CONSTRUCTION DETAIL		MARKET VALUE				DEPRECIATION				CORRELATION OF VALUE									
TOTAL POINT VALUE		USE	MOD	Eff. Area	BASE RATE	RCN	EY	BAYE	CREDENCE TO										
BUILDING ADJUSTMENTS		40	00						% GOOD										
TOTAL ADJUSTMENT FACTOR		TYPE: INDUSTRIAL							DEPR. BUILDING VALUE - CARD										
TOTAL QUALITY INDEX		STYLE:							DEPR. OB/XF VALUE - CARD										
									MARKET LAND VALUE - CARD										
									TOTAL MARKET VALUE - CARD										
									TOTAL APPRAISED VALUE - CARD										
									TOTAL APPRAISED VALUE - PARCEL										
									TOTAL PRESENT USE VALUE - PARCEL										
									TOTAL VALUE DEFERRED - PARCEL										
									TOTAL TAXABLE VALUE - PARCEL										
									PRIOR										
									BUILDING VALUE										
									OBXF VALUE										
									LAND VALUE										
									PRESENT USE VALUE										
									DEFERRED VALUE										
									TOTAL VALUE										
									PERMIT										
									CODE DATE NOTE NUMBER AMOUNT										
									ROUT: WTRSHD:										
									SALES DATA										
									OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES PRICE										
									BOOK PAGE MOYR										
									03356 0030 11 2015 WD I V										
									03334 0574 8 2015 WD Y V 4027000										
									01642 0053 7 2002 WD D V										
									HEATED AREA										
									NOTES										
SUBAREA		GS	RPL	CODE	QUALITY	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AYBEYB	ANN DEP RATE	% OVR COND	OB/XF DEPR. VALUE	
TYPE		AREA	% CS	TOTAL OB/XF VALUE															
FIREPLACE																			
SUBAREA TOTALS																			
BUILDING DIMENSIONS																			
LAND INFORMATION																			
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES RF AC LC TO OT			ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES
INDUSTRIAL	0600		0	0	1.0000	0	1.0000					15,000.00	6.140	AC	1.000	15,000.00	92100		G
TOTAL MARKET LAND DATA		6.140 92,100																	
TOTAL PRESENT USE DATA																			

HARNETT COUNTY CAMA WEBVIEWER

HARNETT COUNTY OF

60 BUTLER FARM DR
106168000

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE ADVALOREM TAX (100)

Reval Year: 2009 Tax Year: 2016

TR# 12 WESTERN HARNETT INDM#2009504-508

Appraised by 17 on 02/09/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Notes: Parcel: **03-9576--0035--13**
PLAT: UNIQ ID
2009/0504 280012
ID NO: 9577-47-2244.000

CARD NO. 1 of 1

7.430 AC

SRC=

TW-03

CI-FR-EX-

AT-

LAST ACTION
20151015

CONSTRUCTION DETAIL		MARKET VALUE					DEPRECIATION			CORRELATION OF VALUE											
TOTAL POINT VALUE	BUILDING ADJUSTMENTS	USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EY	BAYE	CREDENCE TO											
		40	00							% GOOD											
TOTAL ADJUSTMENT FACTOR		TYPE: INDUSTRIAL								DEPR. BUILDING VALUE - CARD											
TOTAL QUALITY INDEX		STYLE:								DEPR. OB/XF VALUE - CARD											
										MARKET LAND VALUE - CARD											
										TOTAL MARKET VALUE - CARD											
										TOTAL APPRAISED VALUE - CARD											
										TOTAL APPRAISED VALUE - PARCEL											
										TOTAL PRESENT USE VALUE - PARCEL											
										TOTAL VALUE DEFERRED - PARCEL											
										TOTAL TAXABLE VALUE - PARCEL											
										PRIOR											
										BUILDING VALUE											
										OBXF VALUE											
										LAND VALUE											
										PRESENT USE VALUE											
										DEFERRED VALUE											
										TOTAL VALUE											
													PERMIT								
		CODE		DATE		NOTE		NUMBER		AMOUNT											
ROUT: WTRSHD:																					
SALES DATA																					
OFF. RECORD		DATE		DEED						INDICATE SALES											
BOOK PAGE		MOYR		TYPE		Q/UV/I				PRICE											
03334 0574		8 2015		WD		Y V				4027000											
01642 0053		7 2009		WD		D V				0											
HEATED AREA																					
NOTES																					
SUBAREA		GS AREA	RPL %	CS	CODE	QUALITY	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	BEYB	ANN DEP RATE	% OVR COND	OB/XF DEPR. VALUE	
FIREPLACE		TOTAL OB/XF VALUE																			
SUBAREA TOTALS																					
BUILDING DIMENSIONS																					
LAND INFORMATION																					
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONT TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES				ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	VERRIDE VALUE	LAND NOTES	
INDUSTRIAL	0600		0	0	1.0000	0	1.0000							15,000.00	7.430	AC	1,000	15,000.00	111450	0	
TOTAL MARKET LAND DATA															7.430						
TOTAL PRESENT USE DATA																					

HARNETT COUNTY CAMA WEBVIEWER

HARNETT COUNTY OF

202 BUTLER FARM DR
106168000

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE ADVALOREM TAX (100)

Reval Year: 2009 Tax Year: 2016

TR#13 WESTERN HARNETT INDM#2009-504-508

Appraised by 17 on 02/09/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Notes: Parcel: 03-9576--0035--14
PLAT: UNIQ ID 2009/0504 280122
ID NO: 9577-47-2834.000

CARD NO. 1 of 1

7.820 AC

SRC=

TW-03

CI-FR-EX-

AT-

LAST ACTION 20151026

CONSTRUCTION DETAIL		MARKET VALUE					DEPRECIATION			CORRELATION OF VALUE												
TOTAL POINT VALUE	BUILDING ADJUSTMENTS	USE	MOD	Eff. Area	QUAL	BASE RATE	RC	NEY	BAY	CREDENCE TO												
		40	00							% GOOD												
TOTAL ADJUSTMENT FACTOR										DEPR. BUILDING VALUE - CARD												
TOTAL QUALITY INDEX		TYPE: INDUSTRIAL								DEPR. OB/XF VALUE - CARD												
		STYLE:								MARKET LAND VALUE - CARD 117,300												
										TOTAL MARKET VALUE - CARD 117,300												
										TOTAL APPRAISED VALUE - CARD 117,300												
										TOTAL APPRAISED VALUE - PARCEL 117,300												
										TOTAL PRESENT USE VALUE - PARCEL 0												
										TOTAL VALUE DEFERRED - PARCEL 0												
										TOTAL TAXABLE VALUE - PARCEL 117,300												
										PRIOR												
										BUILDING VALUE 0												
										OBXF VALUE 0												
										LAND VALUE 0												
										PRESENT USE VALUE 0												
										DEFERRED VALUE 0												
										TOTAL VALUE 0												
										PERMIT												
										CODE DATE NOTE NUMBER AMOUNT												
										ROUT: WTRSHD:												
										SALES DATA												
										OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES												
										BOOK PAGE MOYR												
										03334 0574 8 2015 WD Y V 4027000												
										01642 0053 7 2002 WD D V 0												
										HEATED AREA												
										NOTES												
SUBAREA		GS	RPL	CODE	QUALITY	DESCRIPTION	COUNT	LT	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	EYB	ANN DEP RATE	% OVR	COND	OB/XF DEPR. VALUE		
TYPE		AREA	%	CS	TOTAL OB/XF VALUE																	
FIREPLACE																						
SUBAREA TOTALS																						
BUILDING DIMENSIONS																						
LAND INFORMATION																						
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONT TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES			ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES			
INDUSTRIAL	0600		0	0	1.0000	0	1.0000	RF	AC	LC	TO	OT	15,000.00	7.820	AC	1,000	15,000.00	117300	0			
TOTAL MARKET LAND DATA													7.820									
TOTAL PRESENT USE DATA																						

HARNETT COUNTY CAMA
WEBVIEWER

HARNETT COUNTY OF
308 BUTLER FARM DR
106168000
BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE ADVALOREM TAX (100)
Reval Year: 2009 Tax Year: 2016
Appraised by 17 on 02/09/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Notes:
Parcel: 03-9576- -0035- -15
PLAT: UNIQ ID
2009/0504 280123
ID NO: 9577-48-3387.000

CARD NO. 1 of 1
8.280 AC SRC=
TW-03 CI-FR-EX- AT- LAST ACTION 20151015

CONSTRUCTION DETAIL		MARKET VALUE				DEPRECIATION				CORRELATION OF VALUE													
TOTAL POINT VALUE	BUILDING ADJUSTMENTS	USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EY	BAYE	CREDENCE TO													
TOTAL ADJUSTMENT FACTOR	TOTAL QUALITY INDEX	40	00							% GOOD													
TYPE: INDUSTRIAL										DEPR. BUILDING VALUE - CARD 0													
STYLE:										DEPR. OB/XF VALUE - CARD 0													
										MARKET LAND VALUE - CARD 124,200													
										TOTAL MARKET VALUE - CARD 124,200													
										TOTAL APPRAISED VALUE - CARD 124,200													
										TOTAL APPRAISED VALUE - PARCEL 124,200													
										TOTAL PRESENT USE VALUE - PARCEL 0													
										TOTAL VALUE DEFERRED - PARCEL 0													
										TOTAL TAXABLE VALUE - PARCEL 124,200													
										PRIOR													
										BUILDING VALUE 0													
										OBXF VALUE 0													
										LAND VALUE 0													
										PRESENT USE VALUE 0													
										DEFERRED VALUE 0													
										TOTAL VALUE 0													
										PERMIT													
										CODE DATE NOTE NUMBER AMOUNT													
										ROUT: WTRSHD:													
										SALES DATA													
										OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES PRICE													
										BOOK PAGE MOYR													
										03334 0574 8 2015 WD Y V 4027000													
										01642 0053 7 2002 WD D V 0													
										HEATED AREA													
										NOTES													
SUBAREA		GS AREA	RPL %	CS	CODE	QUALITY	DESCRIPTION	COUNT	LT	HT	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	BEYE	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE	
FIREPLACE																							0
SUBAREA TOTALS																							0
BUILDING DIMENSIONS																							
LAND INFORMATION																							
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONT TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES				ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES			
INDUSTRIAL	0600		0	0	1.0000	0	1.0000							15,000.00	8.280	AC	1,000	15,000.00	124200		0		
TOTAL MARKET LAND DATA															8.280								
TOTAL PRESENT USE DATA																							

HARNETT COUNTY CAMA WEBVIEWER

HARNETT COUNTY OF

402 BUTLER FARM DR
106168000

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE ADVALOREM TAX (100)

Reval Year: 2009 Tax Year: 2016

LT# 16 WESTERN HARNETT INDM# 2009504-508

Appraised by 17 on 02/09/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Notes: Parcel: 03-9576--0035--17
PLAT: UNIQ ID 2009/2004 280125
ID NO: 9577-49-6604.000

CARD NO. 1 of 1

17.180 AC

SRC=

TW-03

CI-FR-EX-

AT-

LAST ACTION 20151015

CONSTRUCTION DETAIL		MARKET VALUE					DEPRECIATION			CORRELATION OF VALUE											
TOTAL POINT VALUE	BUILDING ADJUSTMENTS	USE	MOD	Eff. Area	QUAL	BASE RATE	RC	NE	BY	% GOOD	CREDENCE TO										
		40	00								DEPR. BUILDING VALUE - CARD 0										
TOTAL ADJUSTMENT FACTOR											DEPR. OB/XF VALUE - CARD 0										
TOTAL QUALITY INDEX		TYPE: INDUSTRIAL									MARKET LAND VALUE - CARD 257,700										
		STYLE:									TOTAL MARKET VALUE - CARD 257,700										
											TOTAL APPRAISED VALUE - CARD 257,700										
											TOTAL APPRAISED VALUE - PARCEL 257,700										
											TOTAL PRESENT USE VALUE - PARCEL 0										
											TOTAL VALUE DEFERRED - PARCEL 0										
											TOTAL TAXABLE VALUE - PARCEL 257,700										
PRIOR																					
BUILDING VALUE 0																					
OBXF VALUE 0																					
LAND VALUE 0																					
PRESENT USE VALUE 0																					
DEFERRED VALUE 0																					
TOTAL VALUE 0																					
PERMIT																					
CODE		DATE		NOTE		NUMBER		AMOUNT													
ROUT: WTRSHD:																					
SALES DATA																					
OFF. RECORD	DATE	DEED	INDICATE SALES																		
BOOK	PAGE	MO	YR	TYPE	Q	UV	I	PRICE													
03334	0574	8	2015	WD	Y	V		4027000													
01642	0053	7	2009	WD	D	V		0													
HEATED AREA																					
NOTES																					
SUBAREA		GS	RPL	CODE	QUALITY	DESCRIPTION	COUNT	LT	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	BEYB	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE	
TYPE		AREA	%	CS	TOTAL OB/XF VALUE 0																
FIREPLACE																					
SUBAREA TOTALS																					
BUILDING DIMENSIONS																					
LAND INFORMATION																					
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONT TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES			ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	VERRIDE VALUE	LAND NOTES		
INDUSTRIAL	0600		0	0	1.0000	0	1.0000	RF	AC	LC	TO	OT	15,000.00	17.180	AC	1,000	15,000.00	257700	0		
TOTAL MARKET LAND DATA															17.180						
TOTAL PRESENT USE DATA																					

HARNETT COUNTY CAMA
WEBVIEWER

HARNETT COUNTY OF
401 BUTLER FARM DR
106168000
BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE ADVALOREM TAX (100)
Reval Year: 2009 Tax Year: 2016
Appraised by 17 on 02/09/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Notes:
Parcel: 03-9576--0035--18
PLAT: UNIQ ID
2009/0504 280126
ID NO: 9577-39-7688.000

CARD NO. 1 of 1
13.910 AC SRC=
TW-03 CI-FR-EX- AT- LAST ACTION 20151015

CONSTRUCTION DETAIL		MARKET VALUE				DEPRECIATION				CORRELATION OF VALUE					
TOTAL POINT VALUE	BUILDING ADJUSTMENTS	USE	MOD	Eff. Area	QUAL	BASE RATE	RC	NE	Y	B	A	CREDENCE TO			
TOTAL ADJUSTMENT FACTOR	TOTAL QUALITY INDEX	40	00									% GOOD			
TYPE: INDUSTRIAL										DEPR. BUILDING VALUE - CARD					
STYLE:										DEPR. OB/XF VALUE - CARD					
										MARKET LAND VALUE - CARD					
										TOTAL MARKET VALUE - CARD					
										TOTAL APPRAISED VALUE - CARD					
										TOTAL APPRAISED VALUE - PARCEL					
										TOTAL PRESENT USE VALUE - PARCEL					
										TOTAL VALUE DEFERRED - PARCEL					
										TOTAL TAXABLE VALUE - PARCEL					
										PRIOR					
										BUILDING VALUE					
										OBXF VALUE					
										LAND VALUE					
										PRESENT USE VALUE					
										DEFERRED VALUE					
										TOTAL VALUE					
										PERMIT					
										CODE DATE NOTE NUMBER AMOUNT					
										ROUT: WTRSHD:					
										SALES DATA					
										OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES PRICE					
										03334 0574 8 2015 WD Y V 4027000					
										01642 0053 7 2009 WD D V 0					
										HEATED AREA					
										NOTES					

SUBAREA			CODE	QUALITY	DESCRIPTION	COUNT	LT	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	BEYB	ANN DEP RATE	% OVR	COND	OB/XF DEPR. VALUE			
FIREPLACE																						
SUBAREA TOTALS																						
BUILDING DIMENSIONS																						
LAND INFORMATION																						
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONT TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES			ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES			
INDUSTRIAL	0600		0	0	1.0000	0	1.0000						15,000.00	13.910	AC	1.000	15,000.00	208650	0			
TOTAL MARKET LAND DATA												13.910									208,650	
TOTAL PRESENT USE DATA																						

**HARNETT COUNTY CAMA
WEBVIEWER**

HARNETT COUNTY OF

395 BUTLER FARM DR
106168000

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE ADVALOREM TAX (100)

Reval Year: 2009 Tax Year: 2016

TR# 18 WESTERN HARNETT INDM#2009504-508

Appraised by 17 on 02/09/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Notes:

Parcel: **03-9576- -0035- -19**
PLAT: UNIQ ID
2009/0504 280127
ID NO: 9577-39-6230.000

CARD NO. 1 of 1

9.730 AC

SRC =

TW-03

CI-FR-EX-

AT-

LAST ACTION
20151015

CONSTRUCTION DETAIL		MARKET VALUE					DEPRECIATION			CORRELATION OF VALUE											
TOTAL POINT VALUE	BUILDING ADJUSTMENTS	USE	MOD	Eff. Area	QUAL	BASE RATE	RC	NE	BY	BY	CREDENCE TO										
TOTAL ADJUSTMENT FACTOR	TOTAL QUALITY INDEX	40	00								% GOOD										
		TYPE: INDUSTRIAL									DEPR. BUILDING VALUE - CARD										
		STYLE:									DEPR. OB/XF VALUE - CARD										
											MARKET LAND VALUE - CARD										
											TOTAL MARKET VALUE - CARD										
											TOTAL APPRAISED VALUE - CARD										
											TOTAL APPRAISED VALUE - PARCEL										
											TOTAL PRESENT USE VALUE - PARCEL										
											TOTAL VALUE DEFERRED - PARCEL										
											TOTAL TAXABLE VALUE - PARCEL										
											PRIOR										
											BUILDING VALUE										
											OBXF VALUE										
											LAND VALUE										
											PRESENT USE VALUE										
											DEFERRED VALUE										
											TOTAL VALUE										
											PERMIT										
											CODE DATE NOTE NUMBER AMOUNT										
											ROUT: WTRSHD:										
											SALES DATA										
											OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES PRICE										
											BOOK PAGE MOYR										
											03334 0574 8 2015 WD Y V 4027000										
											01642 0053 7 2009 WD D V 0										
											HEATED AREA										
											NOTES										
SUBAREA		GS	RPL	CODE	QUALITY	DESCRIPTION	COUNT	LT	HT	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	BEYB	ANN DEP RATE	% OVR	COND	OB/XF DEPR. VALUE
TYPE		AREA	%	CS	TOTAL OB/XF VALUE																
FIREPLACE																					
SUBAREA TOTALS																					
BUILDING DIMENSIONS																					
LAND INFORMATION																					
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONT TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES			ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	LAND OVR	VALUE	LAND NOTES	
INDUSTRIAL	0600		0	0	1.0000	0	1.0000					15,000.00	9.730	AC	1.000	15,000.00	145950		0		
TOTAL MARKET LAND DATA												9.730									
TOTAL PRESENT USE DATA																					

HARNETT COUNTY CAMA WEBVIEWER

HARNETT COUNTY OF

337 BUTLER FARM DR
106168000

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE ADVALOREM TAX (100)

Reval Year: 2009 Tax Year: 2016

TR # 19 WESTERN HARNETT INDM # 2009504-508

Appraised by 17 on 02/09/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Notes: Parcel: 03-9576- -0035- -20
PLAT: UNIQ ID 2009/0504 280128
ID NO: 9577-38-6623.000

CARD NO. 1 of 1

6.990 AC SRC=

TW-03 CI-FR-EX- AT- LAST ACTION 20151015

CONSTRUCTION DETAIL		MARKET VALUE						DEPRECIATION				CORRELATION OF VALUE										
TOTAL POINT VALUE		USE	MOD	Eff. Area	BASE RATE	RCN	EY	BYE	CREDENCE TO													
BUILDING ADJUSTMENTS		40	00						% GOOD													
TOTAL ADJUSTMENT FACTOR		TYPE: INDUSTRIAL								DEPR. BUILDING VALUE - CARD												
TOTAL QUALITY INDEX		STYLE:								DEPR. OB/XF VALUE - CARD												
										MARKET LAND VALUE - CARD 104,850												
										TOTAL MARKET VALUE - CARD 104,850												
										TOTAL APPRAISED VALUE - CARD 104,850												
										TOTAL APPRAISED VALUE - PARCEL 104,850												
										TOTAL PRESENT USE VALUE - PARCEL 0												
										TOTAL VALUE DEFERRED - PARCEL 0												
										TOTAL TAXABLE VALUE - PARCEL 104,850												
										PRIOR												
										BUILDING VALUE 0												
										OBXF VALUE 0												
										LAND VALUE 0												
										PRESENT USE VALUE 0												
										DEFERRED VALUE 0												
										TOTAL VALUE 0												
										PERMIT												
										CODE DATE NOTE NUMBER AMOUNT												
										ROUT: WTRSHD:												
										SALES DATA												
										OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES PRICE												
										BOOK PAGE MO/YR												
										03334 0574 8 2015 WD Y V 4027000												
										01642 0053 7 2009 WD D V 0												
										HEATED AREA												
										NOTES												
SUBAREA		CODE	QUALITY	DESCRIPTION	COUNT	LT	HT	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	BEYB	ANN DEP RATE	% OVR	COND	OB/XF DEPR. VALUE			
TYPE <td colspan="19">TOTAL OB/XF VALUE</td>		TOTAL OB/XF VALUE																				
FIREPLACE																						
SUBAREA TOTALS																						
BUILDING DIMENSIONS																						
LAND INFORMATION																						
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONT TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES RF AC LC TO OT				ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES		
INDUSTRIAL	0600		0	0	1.0000	0	1.0000						15,000.00	6.990	AC	1.000	15,000.00	104850		0		
TOTAL MARKET LAND DATA																	6.990				104,850	
TOTAL PRESENT USE DATA																						

HARNETT COUNTY CAMA
WEBVIEWER

HARNETT COUNTY OF
257 BUTLER FARM DR
106168000

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE
ADVALDREM TAX (100)

Reval Year: 2009 Tax
Year: 2016 TR# 20 WESTERN HARNETT INDM# 2009504-508

Appraised by 17 on 02/09/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Parcel: 03-9576 -
Notes: -0035- -21
PLAT: UNIQ ID
2009/0504 280129
ID NO: 9577-36-6106.000

CARD NO. 1
of 1

6.360 AC SRC=

TW-03 CI-FR-EX- AT- LAST ACTION
20151015

CONSTRUCTION DETAIL		MARKET VALUE				DEPRECIATION				CORRELATION OF VALUE				
TOTAL POINT VALUE	USE	MOD	Eff. Area	QUAL	BASE RATE	RC	NE	Y	B	A	Y	B	Y	Y
	40	00												
CREDENCE TO														
DEPR. BUILDING VALUE - CARD 0														
DEPR. OB/XF VALUE - CARD 0														
MARKET LAND VALUE - CARD 95,400														
TOTAL MARKET VALUE - CARD 95,400														
TOTAL APPRAISED VALUE - CARD 95,400														
TOTAL APPRAISED VALUE - PARCEL 95,400														
TOTAL PRESENT USE VALUE - PARCEL 0														
TOTAL VALUE DEFERRED - PARCEL 0														
TOTAL TAXABLE VALUE - PARCEL 95,400														
PRIOR														
BUILDING VALUE 0														
OBXF VALUE 0														
LAND VALUE 0														
PRESENT USE VALUE 0														
DEFERRED VALUE 0														
TOTAL VALUE 0														
PERMIT														
CODE DATE NOTE NUMBER AMOUNT														
ROUT: WTRSHD:														
SALES DATA														
OFF. RECORD DATE DEED TYPE Q/UW/I INDICATE SALES PRICE														
BOOK PAGE MOYR														
03334 0574 8 2015 WD Y V 4027000														
01642 0053 7 2002 WD D V 0														
HEATED AREA														
NOTES														
SUBAREA														
TYPE GS AREA % RPL CS CODE QUALITY DESCRIPTION COUNT LTH WTH UNITS UNIT PRICE ORIG % COND BLDG# SIZE FACT AYBEYB ANN DEP RATE OVR COND % OB/XF DEPR. VALUE														
TOTAL OB/XF VALUE 0														
FIREPLACE														
SUBAREA														
TOTALS														
BUILDING DIMENSIONS														
LAND INFORMATION														
HIGHEST AND BEST USE USE CODE LOCAL ZONING FRON TAGE DEPTH / SIZE LND MOD COND FACT OTHER ADJUSTMENTS AND NOTES ROAD TYPE LAND UNIT PRICE TOTAL LAND UNITS UNT TYP TOTAL ADJUST UNIT PRICE LAND VALUE OVERRIDE VALUE LAND NOTES														
INDUSTRIAL 0600 0 0 1.0000 0 1.0000 15,000.00 6.360 AC 1.000 15,000.00 95400 0														
TOTAL MARKET LAND DATA 6.360 95,400														
TOTAL PRESENT USE DATA														

HARNETT COUNTY CAMA WEBVIEWER

HARNETT COUNTY OF

199 BUTLER FARM DR
106168000

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE ADVALOREM TAX (100)

Reval Year: 2009 Tax Year: 2016

TR# 21 WESTERN HARNETT INDM#2009504-508

Appraised by 17 on 02/09/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Notes:

Parcel: **03-9576--0035--22**
PLAT: UNIQ ID
2009/0504 280130
ID NO: 9577-37-0727.000

CARD NO. 1 of 1

16.340 AC

SRC=

TW-03

CI-FR-EX-

AT-

LAST ACTION 20151015

CONSTRUCTION DETAIL		MARKET VALUE					DEPRECIATION			CORRELATION OF VALUE											
TOTAL POINT VALUE	BUILDING ADJUSTMENTS	USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EY	BAYE	CREDENCE TO											
		40	00							% GOOD											
TOTAL ADJUSTMENT FACTOR		TYPE: INDUSTRIAL								DEPR. BUILDING VALUE - CARD											
TOTAL QUALITY INDEX		STYLE:								DEPR. OB/XF VALUE - CARD											
										MARKET LAND VALUE - CARD 245,100											
										TOTAL MARKET VALUE - CARD 245,100											
										TOTAL APPRAISED VALUE - CARD 245,100											
										TOTAL APPRAISED VALUE - PARCEL 245,100											
										TOTAL PRESENT USE VALUE - PARCEL 0											
										TOTAL VALUE DEFERRED - PARCEL 0											
										TOTAL TAXABLE VALUE - PARCEL 245,100											
										PRIOR											
										BUILDING VALUE 0											
										OBXF VALUE 0											
										LAND VALUE 0											
										PRESENT USE VALUE 0											
										DEFERRED VALUE 0											
										TOTAL VALUE 0											
										PERMIT											
										CODE DATE NOTE NUMBER AMOUNT											
										ROUT: WTRSHD:											
										SALES DATA											
										OFF. RECORD DATE DEED TYPE Q/UV/1 INDICATE SALES PRICE											
										03334 0574 8 2015 WD Y V 4027000											
										01642 0053 7 2002 WD D V 0											
										HEATED AREA											
										NOTES											
SUBAREA		CODE	QUALITY	DESCRIPTION	COUNT	LT	HW	TH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	BEYB	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE		
TYPE <td colspan="2">GS AREA %</td> <td>RPL CS</td> <td colspan="15">TOTAL OB/XF VALUE</td>		GS AREA %		RPL CS	TOTAL OB/XF VALUE																
FIREPLACE																					
SUBAREA TOTALS																					
BUILDING DIMENSIONS																					
LAND INFORMATION																					
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES			ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	_OVERRIDE VALUE	LAND NOTES		
INDUSTRIAL	0600		0	0	1.0000	0	1.0000						15,000.00	16.340	AC	1,000	15,000.00	245100	0		
TOTAL MARKET LAND DATA													16.340								
TOTAL PRESENT USE DATA																					

HARNETT COUNTY CAMA WEBVIEWER

HARNETT COUNTY OF

151 BUTLER FARM DR
106168000

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE ADVALOREM TAX (100)

Reval Year: 2009 Tax Year: 2016

TR# 22 WESTERN HARNETT INDM# 2009504-508

Appraised by 17 on 02/09/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Notes:

Parcel: **03-9576- -0035- -23**

PLAT: UNIQ ID
2009/0504 280131
ID NO: 9577-37-5524.000

CARD NO. 1 of 1

6.560 AC

SRC=

TW-03

CI-FR-EX-

AT-

LAST ACTION 20151015

CONSTRUCTION DETAIL		MARKET VALUE						DEPRECIATION				CORRELATION OF VALUE									
TOTAL POINT VALUE	BUILDING ADJUSTMENTS	USE	MOD	Eff. Area	QUAL	BASE RATE	RC	NE	Y	B	A	CREDENCE TO									
TOTAL ADJUSTMENT FACTOR	TOTAL QUALITY INDEX	40	00									% GOOD									
TYPE: INDUSTRIAL												DEPR. BUILDING VALUE - CARD									
STYLE:												DEPR. OB/XF VALUE - CARD									
												MARKET LAND VALUE - CARD									
												TOTAL MARKET VALUE - CARD									
												TOTAL APPRAISED VALUE - CARD									
												TOTAL APPRAISED VALUE - PARCEL									
												TOTAL PRESENT USE VALUE - PARCEL									
												TOTAL VALUE DEFERRED - PARCEL									
												TOTAL TAXABLE VALUE - PARCEL									
												PRIOR									
												BUILDING VALUE									
												OBXF VALUE									
												LAND VALUE									
												PRESENT USE VALUE									
												DEFERRED VALUE									
												TOTAL VALUE									
PERMIT																					
		CODE	DATE	NOTE	NUMBER	AMOUNT															
ROUT: WTRSHD:																					
SALES DATA																					
OFF. RECORD	DATE	DEED TYPE	Q/UV/I	INDICATE SALES PRICE																	
BOOK PAGE	MOYR																				
03334 0574	8 2015	WD	Y V	4027000																	
01642 0053	7 2002	WD	D V	0																	
HEATED AREA																					
NOTES																					
SUBAREA		CODE	QUALITY	DESCRIPTION	COUNT	LT	HT	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	BEYB	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE		
TYPE		GS AREA	%	RPL CS	TOTAL OB/XF VALUE																
FIREPLACE																					
SUBAREA TOTALS																					
BUILDING DIMENSIONS																					
LAND INFORMATION																					
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONT TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES			ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES		
INDUSTRIAL	0600		0	0	1.0000	0	1.0000					15,000.00	6.560	AC	1,000	15,000.00	98400		0		
TOTAL MARKET LAND DATA													6.560								
TOTAL PRESENT USE DATA																					

HARNETT COUNTY CAMA WEBVIEWER

HARNETT COUNTY OF

329 OLIVE FARM RD
106168000

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE ADVALOREM TAX (100)

Reval Year: 2009 Tax Year: 2016

TR # 24 WESTERN HARNETT INDM # 2009504-508

Appraised by 17 on 02/09/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Notes: Parcel: 03-9576- -0035- -25
PLAT: UNIQ ID 2009/0504 280133
ID NO: 9577-36-2884.000

CARD NO. 1 of 1

10.600 AC

SRC=

TW-03

CI-FR-EX-

AT-

LAST ACTION 20151015

CONSTRUCTION DETAIL		MARKET VALUE					DEPRECIATION			CORRELATION OF VALUE											
TOTAL POINT VALUE		USE	MOD	Eff. Area	QUAL	BASE RATE	RC	NE	Y	B	CREDENCE TO										
BUILDING ADJUSTMENTS		40	00								% GOOD										
TOTAL ADJUSTMENT FACTOR		TYPE: INDUSTRIAL										DEPR. BUILDING VALUE - CARD									
TOTAL QUALITY INDEX		STYLE:										DEPR. OB/XF VALUE - CARD									
												MARKET LAND VALUE - CARD									
												TOTAL MARKET VALUE - CARD									
												TOTAL APPRAISED VALUE - CARD									
												TOTAL APPRAISED VALUE - PARCEL									
												TOTAL PRESENT USE VALUE - PARCEL									
												TOTAL VALUE DEFERRED - PARCEL									
												TOTAL TAXABLE VALUE - PARCEL									
												PRIOR									
												BUILDING VALUE									
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												PERMIT									
												CODE	DATE	NOTE	NUMBER	AMOUNT					
												ROUT: WTRSHD:									
												SALES DATA									
OFF. RECORD		DATE		DEED TYPE		Q / UV / I		INDICATE SALES PRICE													
BOOK	PAGE	MO	YR																		
03334	0574	8	2015	WD	Y	V								4027000							
01642	0053	7	2002	WD	D	V								0							
												HEATED AREA									
												NOTES									
SUBAREA		GS AREA	RPL CS	CODE	QUALITY	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	BE	YB	ANN DEP RATE	% OVR COND	OB/XF DEPR. VALUE	
FIREPLACE																					
SUBAREA TOTALS																					
TOTAL OB / XF VALUE																					
TOTAL MARKET LAND DATA																					
TOTAL PRESENT USE DATA																					

HARNETT COUNTY CAMA
WEBVIEWER

HARNETT COUNTY OF

OLIVE FARM DR
106168000

BENHAVEN FIRE ADVALOREM TAX (100), BENHAVEN RESCUE ADVL TAX (100), COUNTY WIDE
ADVALOREM TAX (100)

Reval Year: 2009 Tax
Year: 2016

TR#25 WESTERN HARNETT INDM#2009504-508

Appraised by 17 on 02/09/2010 03900 WESTERN INDUSTRIAL PARK

Return/Appeal Parcel: 03-9576- -
Notes: -0035- -26
PLAT: UNIQ ID
2009/0504 280134
ID NO: 9577-27-6239.000

CARD NO. 1
of 1

15.260 AC

SRC =

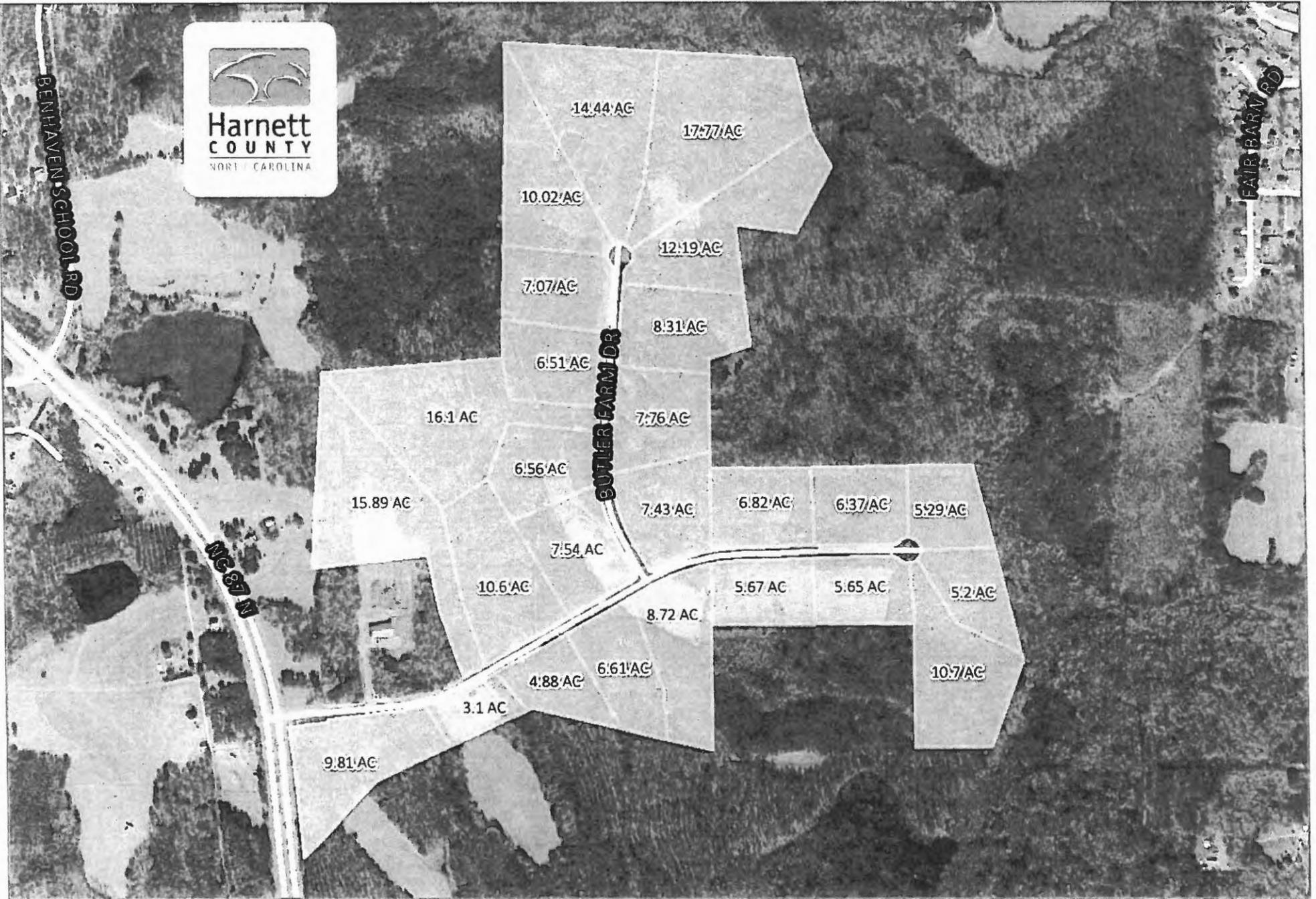
TW-03

CI-FR-EX-

AT-

LAST ACTION
20150828

CONSTRUCTION DETAIL		MARKET VALUE					DEPRECIATION			CORRELATION OF VALUE											
TOTAL POINT VALUE		USE	MOD	Eff. Area	QUAL	BASE RATE	RC	NE	BY	CREDENCE TO											
BUILDING ADJUSTMENTS		40	00							% GOOD											
TOTAL ADJUSTMENT FACTOR		TYPE: INDUSTRIAL																			
TOTAL QUALITY INDEX		STYLE:																			
										DEPR. BUILDING VALUE - CARD					0						
										DEPR. OB/XF VALUE - CARD					0						
										MARKET LAND VALUE - CARD					228,900						
										TOTAL MARKET VALUE - CARD					228,900						
										TOTAL APPRAISED VALUE - CARD					228,900						
										TOTAL APPRAISED VALUE - PARCEL					228,900						
										TOTAL PRESENT USE VALUE - PARCEL					0						
										TOTAL VALUE DEFERRED - PARCEL					0						
										TOTAL TAXABLE VALUE - PARCEL					228,900						
PRIOR																					
BUILDING VALUE															0						
OBXF VALUE															0						
LAND VALUE															0						
PRESENT USE VALUE															0						
DEFERRED VALUE															0						
TOTAL VALUE															0						
PERMIT																					
CODE		DATE		NOTE		NUMBER		AMOUNT													
ROUT: WTRSHD:																					
SALES DATA																					
OFF. RECORD	DATE	DEED	INDICATE SALES																		
BOOK	PAGE	MOYR	TYPE	Q	UV	I	PRICE														
03334	0574	8	2015	WD	Y	V	4027000														
01642	0053	7	2002	WD	D	V	0														
HEATED AREA																					
NOTES																					
SUBAREA		GS	RPL	CODE	QUALITY	DESCRIPTION	COUNT	LT	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	BEYB	ANN DEP RATE	% OVR	COND	OB/XF DEPR. VALUE	
FIREPLACE																					0
SUBAREA TOTALS																					0
BUILDING DIMENSIONS																					
LAND INFORMATION																					
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONT TAGE	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES				ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	VERRIDE VALUE	LAND NOTES		
INDUSTRIAL	0600		0	0	1.0000	0	1.0000						15,000.00	15.260	AC	1.000	15,000.00	228900	0		
TOTAL MARKET LAND DATA													15.260								
TOTAL PRESENT USE DATA																					



0 0.1 0.2 Miles



Western Harnett Industrial Park

Located at:
220 Olive Farm Dr.
Sanford, NC

Exhibit B

1. Either party may cancel this agreement with sixty (60) days advance written notice.
2. Within thirty (30) days following execution of "Listing Agreement" the Client and Firm shall mutually agree to a marketing budget for the benefit of the Property.
3. All marketing materials are subject to approval by the County prior to distribution.



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This Exclusive Right to Sell Listing Agreement, hereinafter known as "Agreement", is by and between Avison Young - North Carolina, LLC (Name of Firm), hereinafter known as "Firm" and County of Hamett hereinafter known as "Client".

In consideration of Firm's agreement to list the following described property, hereinafter known as "Property," for sale and to use its efforts to find a buyer, Client agrees with Firm as follows:

1. **EXCLUSIVE RIGHT TO SELL:** For a period extending until 11:59 p.m. (based upon the time at the locale of the Firm's office) on January 31, 2017, Firm shall have the exclusive right to sell the Property as agent of Client at the price and on the terms set forth below, or upon such other terms as may be agreed upon in writing by Client with any buyer. **Client represents that, as of the commencement date of this Agreement, Client is not a party to a listing agreement with any other firm.**

2. **BROKER COOPERATION/AGENCY RELATIONSHIPS:** Firm has advised Client of Firm's general company policy regarding cooperating with subagents, buyer agents or dual agents. Client has received and read the "Working with Real Estate Agents" publication and authorizes the Firm to compensate (subject to paragraphs 7b.(i) and 7b.(ii)) and cooperate with the following (Firm agrees to inquire of all agents at the time of initial contact as to their agency status): (CHECK ALL APPLICABLE AGENCIES)

- subagents of Client
 buyer agents
 dual agents representing both Client and the buyer in the same transaction (subject to the terms of Section 16.).

3. **PROPERTY: (Address)** 378 Gateway Drive Dunn, NC
(Legal Description/Description) 48.69 acres EMMETT EDGERTON M2002-313-315

See attached Exhibit A for legal description/description of premises.

To the best of Client's knowledge: (i) the Property is not subject to any rights of first refusal, rights of first offer or similar rights of others to acquire or lease all or a portion of the Property, (ii) as respects the Property there have been no licenses or leases granted or transfers of mineral, oil and gas or other similar rights, (iii) Client has paid or will pay in full all persons recently contracted with (or contracted with hereafter prior to any transaction) to do work related to or affecting the Property and Client will comply with all laws related to mechanics liens, (iv) the streets serving the Property are public streets and are maintained by a public authority, and (v) the Property has not been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco", unless disclosed as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any):

4. LISTING TERMS:

Sales Price: TBD
Client Financing Terms: TBD
Possession Delivered: TBD
Other Terms: TBD

See attached Exhibit B for additional listing terms.



This form approved by: North Carolina Association of REALTORS®, Inc.

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ADVERTISING AND DATABASE LISTINGS: In connection with the marketing and sale of the Property, Client authorizes and directs Firm: (CHECK ALL APPLICABLE SECTIONS)

- to place a sign on the Property. Client shall remove all other signs.
- to advertise the Property, including, but not limited to, placing information about the Property on the Internet either directly or through a program of any listing service and/or information exchange of which the Firm is a member.
- to permit other firms who belong to any listing service or information exchange of which the Firm is a member to advertise the Property on the Internet in accordance with the rules and regulations of the listing service or information exchange.
- to submit pertinent information concerning the Property to any listing service or information exchange of which Firm is a member and to furnish to such listing service or information exchange notice of all changes of information concerning the Property authorized in writing by Client. Client authorizes Firm, upon execution of a sales contract for the Property, to notify the listing service or information exchange of the pending sale, and upon closing of the sale, to disseminate sales information, including sales price, to the listing service or information exchange, appraisers and real estate licensees.

MARKETING EXPENSE: In the event that the Property does not sell during the term of this Agreement, Client shall nonetheless be obligated to reimburse Firm for actual documented expenses incurred in marketing the Property up to the amount of \$ _____.

5. SPECIAL PROVISIONS:

See attached Exhibit _____ for special provisions.

6. COOPERATION WITH FIRM:

a. **Exclusive Rights:** Client agrees to cooperate with Firm to facilitate the sale of the Property. The Property may be shown only by appointment made by or through Firm. Client immediately shall refer to Firm all inquiries or offers it may receive regarding the Property. Client agrees to cooperate with Firm in bringing about a sale of the Property. All negotiations shall be conducted through Firm. Firm shall be identified as the contact firm with all state and local economic development agencies being notified of the Property's availability.

b. **Services:** No management services, repair services, collection services, notices, legal services or tax services shall be provided by Firm. In the event that Firm does procure any of these services at the request of Client, it is understood and agreed that Firm shall only be acting in the capacity of procurer for Client and shall accrue no liability or responsibility in connection with any services so obtained on behalf of Client. This exclusion of liability and responsibility shall not apply in the event that Firm directly contracts with Client to provide any such service.

7. **COMMISSIONS:** The amount, format or rate of real estate commission is not fixed by law. Commissions are set by each broker individually and may be negotiable between a firm and its client.

a. **Sales Commissions:**

(i) Commissions shall be earned when Client accepts an unconditional offer from a buyer or when all conditions have been met following Client's acceptance of a conditional offer from a buyer, whether the buyer is procured by Firm, the Client or anyone else during the term of this Agreement. Client shall pay Firm a commission equal to six percent (6 %) of the gross sales price of the Property, or the sum of N/A (\$ N/A), whichever is greater, and/or other: N/A

Commission shall be paid in cash or by bank check. Gross sales price includes any and all consideration received or receivable, in whatever form, by Client including, but not limited to, the assumption or release of existing liabilities. Client shall pay the commission upon delivery of the deed or other evidence of transfer of title or interest; provided, however, if the transaction involves an installment contract, then Client shall pay the commission upon the signing of such installment contract. In the event of any breach or termination by Client of any contract of purchase and sale, it is understood and agreed that the commission remains earned and payable upon notice given by Client to buyer of Client's intent not to proceed with such sale, notwithstanding the basis of such intent not to proceed.

Firm Rep. Initials _____ Client Initials _____

In the event Client contributes or conveys the Property or any interest therein to a joint venture, partnership or other business entity or executes an exchange, the commission shall be calculated on the fair market value of the Property or interest therein contributed, conveyed, transferred or exchanged and is payable at the time of the contribution, conveyance, transfer or exchange. If Client is a partnership, corporation or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a fee or commission in connection with such sale or transfer, the commission shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid by Client at the time of the transfer. Provided, however that this interest transfer provision shall not apply to a transfer of an interest in a partnership, corporation or other business entity between existing partners, shareholders or other interest holders of the entity.

If this box is checked, notwithstanding the foregoing, in the event that there is no cooperating agent involved in a sale transaction, the commission stated in (i) above shall be adjusted to four percent (4%) of the gross sales price of the Property or _____ (\$ _____), whichever is greater, and/or other: _____

For purposes of this subsection only, "cooperating agent" shall mean any agent other than the individual licensee signing on behalf of Firm below.

(ii) **Options:** N/A % of any option fees shall be paid to Firm at the time such monies are paid to Client, said amount to be applied to commissions payable pursuant to Paragraph 7.a.(i), provided, Firm shall not be paid, on account of this provision, an amount in excess of its entitlement pursuant to Paragraph 7.a.(i).

(iii) Should there be a forfeiture of earnest money, Firm shall be entitled to N/A % of same, provided that Firm shall not receive an amount in excess of the commission set forth in Paragraph 7.a.(i).

b. General Commissions Provisions:

(i) Firm shall not be required to compensate or pay any commission to, either directly or indirectly, a buyer who seeks to be compensated or paid a commission in connection with any transaction pursuant to this Agreement.

(ii) If Firm has worked directly with a buyer in connection with the Property, either as a client or a customer, and such relationship is evidenced in writing (either by a CONFIRMATION OF AGENCY RELATIONSHIP AND REGISTRATION STATEMENT - NCAR Form 510 - or substantially similar registration document), then Firm may not compensate or pay any commission to another real estate agent (not associated with Firm) in connection with any transaction pursuant to this Agreement involving said registered buyer.

(iii) In the event Client fails to make payments within the time limits set forth in this Agreement, then the delinquent amount shall bear interest from the date due until paid at the maximum rate permitted in the state of North Carolina. If Firm is required to institute legal action (including mediation or arbitration) against Client relating to this Agreement, Firm shall be entitled to costs of such action.

(iv) In the event Client sells or otherwise disposes of its interest in the Property, Client shall remain liable for payment of the commissions provided for in this Agreement, including, without limitation, the commission obligations set forth in Paragraph 7.a. unless the purchaser or transferee assumes all of such obligations in writing and Firm agrees in writing to such assumption.

(v) "Buyer", "tenant" and "registered prospect" as used herein shall be deemed to include, but not be limited to: (i) any holder of a right of first offer or refusal or similar right which holder is not specifically named herein and excluded from the terms of this Agreement, (ii) any prospect registered by Firm pursuant to Paragraph 8 hereof (which prospect registration listing shall not include brokers acting in a brokerage capacity), and, (iii) the successors or assigns, principals, officers, directors, employees or shareholders thereof or any affiliate, alter-ego or commonly controlled entity of any such person.

8. REGISTERED PROSPECTS:

a. Prior Listing Agreements: If the Property was exclusively listed for sale with another agency prior to this Agreement, then Client shall provide Firm in writing the names of registered prospects and the duration of the protection period under the prior listing agreement. If Client provides such information to Firm within twenty (20) days of the date of this Agreement, then a direct or indirect sale or agreement to sell during such protection period to a registered prospect is excluded from this Agreement.

b. Later Sale To Registered Prospect: If within 120 days after the expiration of this Agreement (the "Protection Period"), Client directly or indirectly sells or agrees to sell the Property to a party to whom Firm (or any other agent acting for or through Firm) has communicated concerning the Property during the term of this Agreement, Client shall pay Firm the same commission to which Firm would have been entitled had the sale been made during the term of this Agreement; provided that names of prospects are delivered or postmarked to Client within fifteen (15) days after the expiration of this Agreement. **In the event the Property is exclusively listed for sale with another agency after the expiration of this Agreement and Client directly or indirectly sells or agrees to sell the Property to a registered prospect during the Protection Period, then Client shall pay to Firm the same commission to which Firm would have been entitled.**

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Firm Rep. Initials _____ Client Initials _____

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9. LEASE PROTECTION PROVISION: In the event that the Property is leased during the term hereof, it is acknowledged that Firm shall nonetheless earn a commission upon execution of such lease agreement. The parties agree to act in good faith in determining that the commission is an amount reasonable in this area for the type of Property.

10. AUTHORITY: Client represents and warrants to Firm that it has the right to offer the Property for sale. Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party and the holders of the interests in Client.

11. BANKRUPTCY: In the event that the Property comes under the jurisdiction of a bankruptcy court, Client shall immediately notify Firm of the same and, if Client is the subject of bankruptcy, shall promptly take all steps necessary to obtain court approval of Firm's appointment to sell the Property, unless Firm shall elect to terminate this Agreement upon said notice.

12. INDEMNIFICATION: Client represents and warrants that the information set forth herein and any other information as may be furnished to Firm by Client, including information relating to environmental matters, is correct to the best of Client's knowledge. Firm shall have no obligation or responsibility for checking or verifying any such information, except as may be required by law. Client shall indemnify Firm for any and all loss or damage sustained by Firm as a result of (i) Firm's or Client's furnishing such information to a buyer or anyone else; and (ii) the presence of storage tanks on, or the presence or release of hazardous substances, materials and wastes on or from, the Property.

13. PARTIES AND BENEFITS: This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives. Client agrees that at any time during the term of this Agreement, Firm may either assign Firm's rights and responsibilities hereunder to another real estate agency, or transfer to another person or entity all or part of the ownership of Firm's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect; provided, that any assignee or transferee must be licensed to engage in the business of real estate brokerage in the State of North Carolina. In the event of any such assignment or transfer, Client may terminate this Agreement without cause on thirty (30) days' prior written notice to the assignee or transferee of Client's intent to terminate this Agreement.

14. COUNTERPARTS; ENTIRE AGREEMENT; AMENDMENT; SEVERABILITY; ATTORNEYS FEES; GOVERNING LAW: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement contains the entire agreement of the parties and supercedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. No amendment or modification to this Agreement shall be effective unless it is in writing and executed by all parties hereto. No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included. It shall not be deemed a breach of this Agreement for Firm to comply with an order resulting from an arbitration conducted by a REALTOR® association or issued by a court of competent jurisdiction. If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

15. INTELLECTUAL PROPERTY RIGHTS: Client grants to Firm and any listing or commercial database service in which Firm or its agents participate a non-exclusive, perpetual license to use any information, photographs, drawings or other intellectual property that Client provides to Firm, including the rights to display, reproduce or make derivative works from the intellectual property.

16. DUAL AGENCY: Client has received a copy of the "Working With Real Estate Agents" brochure and has reviewed it with Firm. Client understands that the potential for dual agency will arise if a buyer who has an agency relationship with Firm becomes interested in viewing the Property. Firm may represent more than one party in the same transaction only with the knowledge and informed consent of all parties for whom Firm acts.

(a) Authorization (*initial only ONE*).

_____ Client authorizes the Firm to act as a dual agent, representing both the Client and the buyer, subject to the terms and conditions set forth in this paragraph below.

Firm Rep. Initials _____ Client Initials _____

_____ Client desires exclusive representation at all times during this agreement and does NOT authorize Firm to act in the capacity of dual agent. *If Client does not authorize Firm to act as a dual agent, the remainder of this paragraph shall not apply.*

(b) Disclosure of Information. In the event Firm serves as a dual agent, Client agrees that without permission from the party about whom the information pertains, Firm shall not disclose to the other party the following information:

- (1) that a party may agree to a price, terms, or any conditions of sale or lease other than those offered;
- (2) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
- (3) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.

(c) Firm's Role as Dual Agent. If Firm serves as agent for both Client and a buyer in a transaction involving the Property, Firm shall make every reasonable effort to represent Client and buyer in a balanced and fair manner. Firm shall also make every reasonable effort to encourage and effect communication and negotiation between Client and buyer. Client understands and acknowledges that:

- (1) Prior to the time dual agency occurs, Firm will act as Client's exclusive agent;
- (2) In its separate representation of Client and buyer, Firm may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Firm;
- (3) Firm is required by law to disclose to Client and buyer any known or reasonably ascertainable material facts. Client agrees Firm shall not be liable to Client for (i) disclosing material facts required by law to be disclosed, and (ii) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

(d) Client's Role. Should Firm become a dual agent, Client understands and acknowledges that:

- (1) Client has the responsibility of making Client's own decisions as to what terms are to be included in any lease or purchase and sale agreement with a buyer client of Firm;
- (2) Client is fully aware of and understands the implications and consequences of Firm's dual agency role as expressed herein to provide balanced and fair representation of Client and buyer and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative;
- (3) Client has determined that the benefits of dual agency outweigh any disadvantages or adverse consequences;
- (4) Client may seek independent legal counsel to assist Client with the negotiation and preparation of a lease or purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a lease or purchase and sale agreement.

Client agrees to indemnify and hold Firm harmless against all claims, damages, losses, expenses or liabilities, other than violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Firm's role as a dual agent. Client shall have a duty to protect Client's own interests and should read any lease or purchase and sale agreement carefully to ensure that it accurately sets forth the terms which Client wants included in said agreement.

THE BROKER SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OF ANY PARTY OR PROSPECTIVE PARTY TO THIS AGREEMENT.

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Firm Rep. Initials _____ Client Initials _____

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THE NORTH CAROLINA ASSOCIATION OF REALTORS® , INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

CLIENT:
Individual

Date: _____

Date: _____

Business Entity

_____ **County of Hamett** _____
(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Facsimile: _____

E-mail: _____

FIRM:

_____ **Avison Young - North Carolina, LLC** _____
(Name of Firm)

By: _____

Name: _____ **John B. Linderman, Jr.** _____

Individual License #: _____ **97734** _____

Date: _____

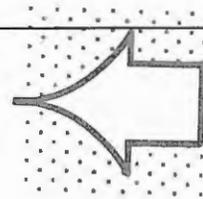
Address: _____ **5440 Wade Park Boulevard, Suite 200** _____

_____ **Raleigh, NC 27607** _____

Phone: _____ **919.785.3434** _____

Facsimile: _____

E-mail: _____



**SIGN
HERE**

SIGN
+
DATE

WORKING WITH REAL ESTATE AGENTS

NOTE: Effective July 1, 2001, in every real estate sales transaction, a real estate agent shall, at first substantial contact directly with a prospective buyer or seller, provide the prospective buyer or seller with the following information [NC Real Estate Commission Rule 21 NCAC 58A.0104(c)].

When buying or selling real estate, you may find it helpful to have a real estate agent assist you. Real estate agents can provide many useful services and work with you in different ways. In some real estate transactions, the agents work for the seller. In others, the seller and buyer may each have agents. And sometimes the same agents work for both the buyer and the seller. It is important for you to know whether an agent is working for you as your agent or simply working with you while acting as an agent of the other party.

This brochure addresses the various types of working relationships that may be available to you. It should help you decide which relationship you want to have with a real estate agent. It will also give you useful information about the various services real estate agents can provide buyers and sellers, and it will help explain how real estate agents are paid.

SELLERS

Seller's Agent

If you are selling real estate, you may want to "list" your property for sale with a real estate firm. If so, you will sign a "listing agreement" authorizing the firm and its agents to represent you in your dealings with buyers as your *seller's agent*. You may also be asked to allow agents from other firms to help find a buyer for your property.

Be sure to read and understand the listing agreement before you sign it. Your agent must give you a copy of the listing agreement after you sign it.

Duties to Seller: The listing firm and its agents must * promote your best interests * be loyal to you * follow your lawful instructions * provide you with all material facts that could influence your decisions * use reasonable skill, care and diligence, and * account for all monies they handle for you. Once you have signed the listing agreement, the firm and its agents may not give any confidential information about you to prospective buyers or their agents without your permission so long as they represent you. But **until you sign the listing agreement, you should avoid telling the listing agent anything you would not want a buyer to know.**

Services and Compensation: To help you sell your property, the listing firm and its agents will offer to perform a number of services for you. These may include * helping you price your property * advertising and marketing your property * giving you all required property disclosure forms for you to complete * negotiating for you the best possible price and terms * reviewing all written offers with you and * otherwise promoting your interests.

For representing you and helping you sell your property, you will pay the listing firm a sales commission or fee. The listing agreement must state the amount or method for determining the commission or fee and whether you will allow the firm to share its commission with agents representing the buyer.

Dual Agent

You may even permit the listing firm and its agents to represent you **and** a buyer at the same time. This "dual agency relationship" is most likely to happen if an agent with your listing firm is working as a *buyer's agent* with someone who wants to purchase your property. If this occurs and you have not already agreed to a dual agency relationship in your listing agreement, your listing agent will ask you to amend your listing agreement to permit the agent to act as agent for both you and the buyer.

It may be difficult for a *dual agent* to advance the interests of both the buyer and seller. Nevertheless, a *dual agent* must treat buyers and sellers fairly and equally. Although the *dual agent* owes them the same duties, buyers and sellers can prohibit *dual agents* from divulging **certain** confidential information about them to the other party.

Some firms also offer a form of dual agency called "designated agency" where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each "designated agent" to more fully represent each party.

If you choose the "dual agency" option, remember that since a dual agent's loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of * what your relationship is with the *dual agent* and * what the agent will be doing for you in the transaction.

BUYERS

When buying real estate, you may have several choices as to how you want a real estate firm and its agents to work with you. For example, you may want them to represent only you (as a **buyer's agent**). You may be willing for them to represent both you and the seller at the same time (as a **dual agent**). Or you may agree to let them represent only the seller (**seller's agent** or **subagent**). Some agents will offer you a choice of these services. Others may not.

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Buyer's Agent

Duties to Buyer: If the real estate firm and its agents represent you, they must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have agreed (either orally or in writing) for the firm and its agents to be your *buyer's agent*, they may not give any confidential information about you to sellers or their agents without your permission so long as they represent you. But **until you make this agreement with your buyer's agent, you should avoid telling the agent anything you would not want a seller to know.**

Unwritten Agreements: To make sure that you and the real estate firm have a clear understanding of what your relationship will be and what the firm will do for you, you may want to have a written agreement. However, some firms may be willing to represent and assist you for a time as a *buyer's agent* without a written agreement. But if you decide to make an offer to purchase a particular property, the agent must obtain a written agency agreement before writing the offer. If you do not sign it, the agent can no longer represent and assist you and is no longer required to keep information about you confidential.

Be sure to read and understand any agency agreement before you sign it.

Services and Compensation: Whether you have a written or unwritten agreement, a *buyer's agent* will perform a number of services for you. These may include helping you • find a suitable property • arrange financing • learn more about the property and • otherwise promote your best interests. If you have a **written** agency agreement, the agent can also help you prepare and submit a written offer to the seller.

A *buyer's agent* can be compensated in different ways. For example, you can pay the agent out of your own pocket. Or the agent may seek compensation from the seller or listing agent first, but require you to pay if the listing agent refuses. Whatever the case, be sure your compensation arrangement with your *buyer's agent* is spelled out in a buyer agency agreement before you make an offer to purchase property and that you carefully read and understand the compensation provision.

Dual Agent

You may permit an agent or firm to represent you **and** the seller at the same time. This “dual agency relationship” is most likely to happen if you become interested in a property listed with your *buyer's agent* or the agent's firm. If this occurs and you have not already agreed to a dual agency relationship in your (written or oral) buyer agency agreement, your *buyer's agent* will ask you to amend the buyer agency agreement or sign a separate agreement or document permitting him or her to act as agent for both you and the seller. It may be difficult for a *dual agent* to advance the interests of both the buyer and seller. Nevertheless, a *dual agent* must treat buyers and sellers fairly and equally. Although the *dual agent* owes them the same duties, buyers and sellers can prohibit *dual agents* from divulging **certain** confidential information about them to the other party.

Some firms also offer a form of dual agency called “designated agency” where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each “designated agent” to more fully represent each party.

If you choose the “dual agency” option, remember that since a *dual agent's* loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the *dual agent* and • what the agent will be doing for you in the transaction. This can best be accomplished by putting the agreement in writing at the earliest possible time.

Seller's Agent Working with a Buyer

If the real estate agent or firm that you contact does not offer *buyer agency* or you do not want them to act as your *buyer agent*, you can still work with the firm and its agents. However, they will be acting as the *seller's agent* (or “subagent”). The agent can still help you find and purchase property and provide many of the same services as a *buyer's agent*. The agent must be fair with you and provide you with any “material facts” (such as a leaky roof) about properties.

But remember, the agent represents the seller - not you - and therefore must try to obtain for the seller the best possible price and terms for the seller's property. Furthermore, a *seller's agent* is required to give the seller any information about you (even personal, financial or confidential information) that would help the seller in the sale of his or her property. Agents must tell you *in writing* if they are *resellers' agents* before you say anything that can help the seller. But **until you are sure that an agent is not a seller's agent, you should avoid saying anything you do not want a seller to know.**

Sellers' agents are compensated by the sellers.

FOR BUYER/SELLER
This is not a contract

Date _____

_____ **Avison Young - North Carolina, LLC** _____
Firm Name

_____ **Justin Booth** _____ **275626** _____
Agent Name License Number

Disclosure of Seller Subagency
(Complete, if applicable)

When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.

Agent's Initials Acknowledging Disclosure: _____

The North Carolina Real Estate Commission
P.O. Box 17100 Raleigh, North Carolina 27619-7100
919/875-3700 Web Site: www.ncrec.state.nc.us
REC 3.45 1/1/09

WORKING WITH REAL ESTATE AGENTS
Agents must retain this acknowledgment for their files.

This is not a contract

SIGN
DATE

By signing, I acknowledge that the agent named below furnished a copy of this brochure and reviewed it with me.

_____ Buyer or Seller Name (Print or Type)

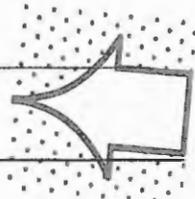
_____ Buyer or Seller Name (Print or Type)

_____ Buyer or Seller Signature

_____ Buyer or Seller Signature

_____ Date

_____ Date



**SIGN
HERE**

_____ **Avison Young - North Carolina, LLC** _____
Firm Name

_____ **Justin Booth** _____ **275626** _____
Agent Name and License Number

Disclosure of Seller Subagency

When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.

Buyer's Initials Acknowledging Disclosure: _____

HARNETT COUNTY CAMA WEBVIEWER

HARNETT COUNTY OF
 378 GATEWAY DR
 106168000
 AVERASBORO RESC ADVALOREM TAX (100), AVERASBORO SCH ADVALOREM TAX (100), COUNTY WIDE ADVALOREM TAX (100), DUNN/AVERASBORO FIRE ADVALOREM TAX (100)
 Reval Year: 2009
 Tax Year: 2016
 48.69ACS EMMETT EDGERTON M2002-313-315
 Appraised by 17 on 02/25/2009 00200 AVERASBORO RURAL PINK SOU

Return/Appeal Parcel: **02-1505--0106**
 Notes: **-0106**
 PLAT: UNIQ ID 2002/0313223168
 ID NO: 1505-83-5324.000
 CARD NO. 1 of 1
 48.690 AC SRC=
 TW-02 CI-FR-EX- AT- LAST ACTION 20150828

CONSTRUCTION DETAIL		MARKET VALUE				DEPRECIATION				CORRELATION OF VALUE					
TOTAL POINT VALUE	BUILDING ADJUSTMENTS	USE	MOD	Eff. Area	QUAL	BASE RATE	RC	NE	Y	B	A	CREDENCE TO			
TOTAL ADJUSTMENT FACTOR	TOTAL QUALITY INDEX	10	00									% GOOD			
TYPE: COMMERCIAL										DEPR. BUILDING VALUE - CARD					
STYLE:										DEPR. OB/XF VALUE - CARD					
										MARKET LAND VALUE - CARD					
										TOTAL MARKET VALUE - CARD					
										TOTAL APPRAISED VALUE - CARD					
										TOTAL APPRAISED VALUE - PARCEL					
										TOTAL PRESENT USE VALUE - PARCEL					
										TOTAL VALUE DEFERRED - PARCEL					
										TOTAL TAXABLE VALUE - PARCEL					
										PRIOR					
										BUILDING VALUE					
										OBXF VALUE					
										LAND VALUE					
										PRESENT USE VALUE					
										DEFERRED VALUE					
										TOTAL VALUE					
										PERMIT					
										CODE DATE NOTE NUMBER AMOUNT					
										ROUT: WTRSHD:					
										SALES DATA					
										OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES					
										BOOK PAGE MOYR					
										03334 0574 8 2015 WD Y V 4027000					
										01610 0584 4 2002 WD E V 909000					
										01394 0655 1 2000 WD* C V 0					
										01391 0665 12 1999 WD* C V 0					
										01358 0568 6 1999 WD* Y V 170500					
										01341 0028 3 1999 WD Y V 170500					
										HEATED AREA					
										NOTES					
										CORRECTED LAND TO COMMERCIAL VALUE					

SUBAREA			CODE	QUALITY	DESCRIPTION	COUNT	LT	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AY	BE	YB	ANN DEP RATE	OVR COND	%	OB/XF DEPR. VALUE	
FIREPLACE																					
SUBAREA TOTALS																					

BUILDING DIMENSIONS		LAND INFORMATION																																		
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES				ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	VERRIDE VALUE	LAND NOTES																
COMMERCIAL	0700		0	0	1.0000	0	1.0000	RF	AC	LC	TO	OT		15,000.00	48.690	AC	1.000	15,000.00	730350	0																
TOTAL MARKET LAND DATA														48.690																						
TOTAL PRESENT USE DATA																																				

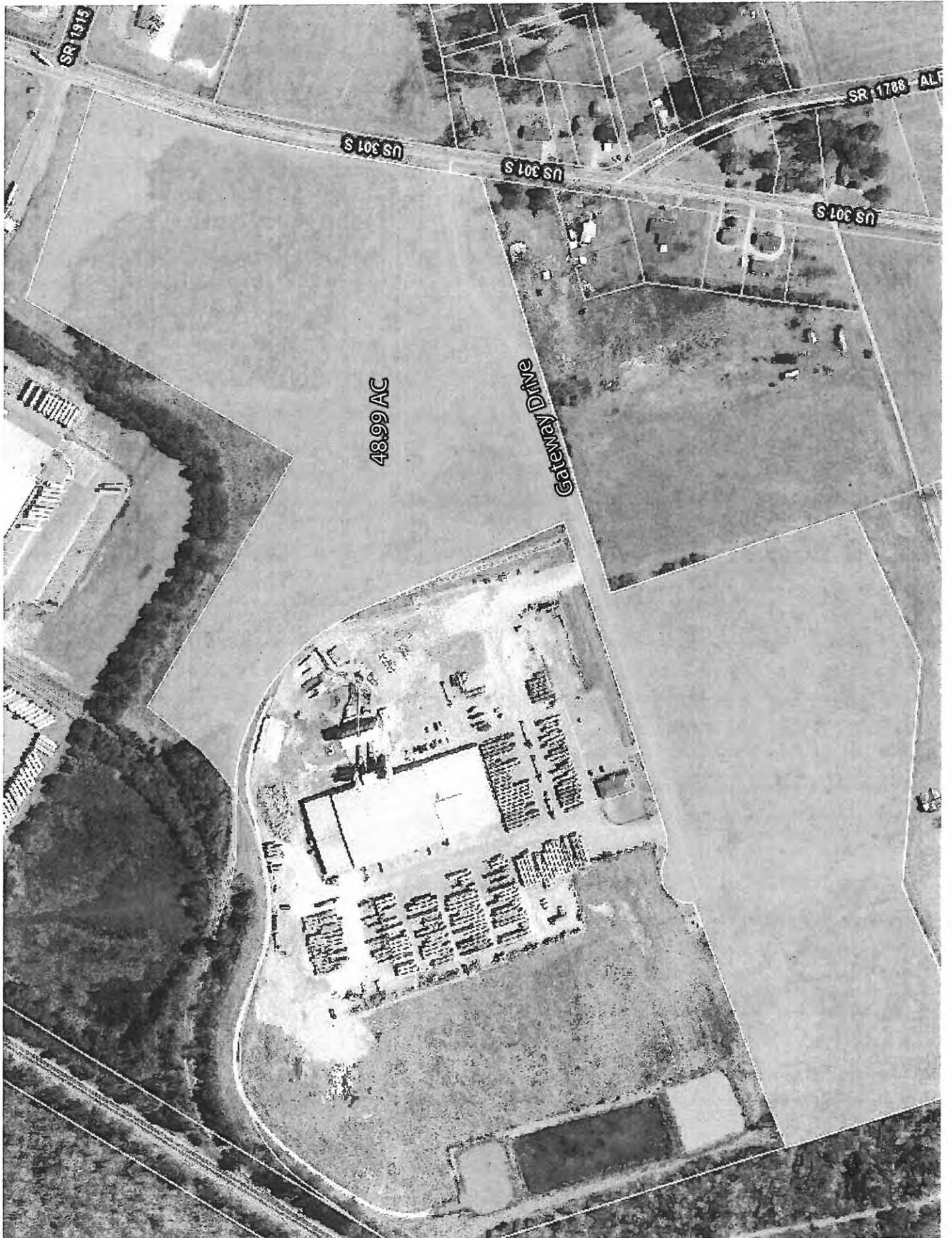


Exhibit A-2

Exhibit B

1. Either party may cancel this agreement with sixty (60) days advance written notice.
2. Within thirty (30) days following execution of "Listing Agreement" the Client and Firm shall mutually agree to a marketing budget for the benefit of the Property.
3. All marketing materials are subject to approval by the County prior to distribution.



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This Exclusive Right to Sell Listing Agreement, hereinafter known as "Agreement", is by and between Avison Young - North Carolina, LLC (Name of Firm), hereinafter known as "Firm" and County of Harnett hereinafter known as "Client".

In consideration of Firm's agreement to list the following described property, hereinafter known as "Property," for sale and to use its efforts to find a buyer, Client agrees with Firm as follows:

1. **EXCLUSIVE RIGHT TO SELL:** For a period extending until 11:59 p.m. (based upon the time at the locale of the Firm's office) on January 31, 2017, Firm shall have the exclusive right to sell the Property as agent of Client at the price and on the terms set forth below, or upon such other terms as may be agreed upon in writing by Client with any buyer. **Client represents that, as of the commencement date of this Agreement, Client is not a party to a listing agreement with any other firm.**

2. **BROKER COOPERATION/AGENCY RELATIONSHIPS:** Firm has advised Client of Firm's general company policy regarding cooperating with subagents, buyer agents or dual agents. Client has received and read the "Working with Real Estate Agents" publication and authorizes the Firm to compensate (subject to paragraphs 7b.(i) and 7b.(ii)) and cooperate with the following (Firm agrees to inquire of all agents at the time of initial contact as to their agency status): (CHECK ALL APPLICABLE AGENCIES)
 subagents of Client
 buyer agents
 dual agents representing both Client and the buyer in the same transaction (subject to the terms of Section 16.).

3. **PROPERTY: (Address)** 220 Olive Farm Drive Sanford, North Carolina
(Legal Description/Description) _____

See attached Exhibit A for legal description/description of premises.

To the best of Client's knowledge: (i) the Property is not subject to any rights of first refusal, rights of first offer or similar rights of others to acquire or lease all or a portion of the Property, (ii) as respects the Property there have been no licenses or leases granted or transfers of mineral, oil and gas or other similar rights, (iii) Client has paid or will pay in full all persons recently contracted with (or contracted with hereafter prior to any transaction) to do work related to or affecting the Property and Client will comply with all laws related to mechanics liens, (iv) the streets serving the Property are public streets and are maintained by a public authority, and (v) the Property has not been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco", unless disclosed as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any): _____

4. **LISTING TERMS:**

Sales Price: TBD

Client Financing Terms: TBD

Possession Delivered: TBD

Other Terms: TBD

See attached Exhibit B for additional listing terms.



This form approved by:
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 571
Revised 7/2015
© 7/2015

Firm Rep. Initials _____ Client Initials _____

ADVERTISING AND DATABASE LISTINGS: In connection with the marketing and sale of the Property, Client authorizes and directs Firm: (CHECK ALL APPLICABLE SECTIONS)

- to place a sign on the Property. Client shall remove all other signs.
- to advertise the Property, including, but not limited to, placing information about the Property on the Internet either directly or through a program of any listing service and/or information exchange of which the Firm is a member.
- to permit other firms who belong to any listing service or information exchange of which the Firm is a member to advertise the Property on the Internet in accordance with the rules and regulations of the listing service or information exchange.
- to submit pertinent information concerning the Property to any listing service or information exchange of which Firm is a member and to furnish to such listing service or information exchange notice of all changes of information concerning the Property authorized in writing by Client. Client authorizes Firm, upon execution of a sales contract for the Property, to notify the listing service or information exchange of the pending sale, and upon closing of the sale, to disseminate sales information, including sales price, to the listing service or information exchange, appraisers and real estate licensees.

MARKETING EXPENSE: In the event that the Property does not sell during the term of this Agreement, Client shall nonetheless be obligated to reimburse Firm for actual documented expenses incurred in marketing the Property up to the amount of \$ _____.

5. SPECIAL PROVISIONS:

See attached Exhibit _____ for special provisions.

6. COOPERATION WITH FIRM:

a. Exclusive Rights: Client agrees to cooperate with Firm to facilitate the sale of the Property. The Property may be shown only by appointment made by or through Firm. Client immediately shall refer to Firm all inquiries or offers it may receive regarding the Property. Client agrees to cooperate with Firm in bringing about a sale of the Property. All negotiations shall be conducted through Firm. Firm shall be identified as the contact firm with all state and local economic development agencies being notified of the Property's availability.

b. Services: No management services, repair services, collection services, notices, legal services or tax services shall be provided by Firm. In the event that Firm does procure any of these services at the request of Client, it is understood and agreed that Firm shall only be acting in the capacity of procurer for Client and shall accrue no liability or responsibility in connection with any services so obtained on behalf of Client. This exclusion of liability and responsibility shall not apply in the event that Firm directly contracts with Client to provide any such service.

7. COMMISSIONS: The amount, format or rate of real estate commission is not fixed by law. Commissions are set by each broker individually and may be negotiable between a firm and its client.

a. Sales Commissions:

(i) Commissions shall be earned when Client accepts an unconditional offer from a buyer or when all conditions have been met following Client's acceptance of a conditional offer from a buyer, whether the buyer is procured by Firm, the Client or anyone else during the term of this Agreement. Client shall pay Firm a commission equal to six percent (6 %) of the gross sales price of the Property, or the sum of _____ (\$ _____), whichever is greater, and/or other: _____

Commission shall be paid in cash or by bank check. Gross sales price includes any and all consideration received or receivable, in whatever form, by Client including, but not limited to, the assumption or release of existing liabilities. Client shall pay the commission upon delivery of the deed or other evidence of transfer of title or interest; provided, however, if the transaction involves an installment contract, then Client shall pay the commission upon the signing of such installment contract. In the event of any breach or termination by Client of any contract of purchase and sale, it is understood and agreed that the commission remains earned and payable upon notice given by Client to buyer of Client's intent not to proceed with such sale, notwithstanding the basis of such intent not to proceed.

Firm Rep. Initials _____ Client Initials _____

In the event Client contributes or conveys the Property or any interest therein to a joint venture, partnership or other business entity or executes an exchange, the commission shall be calculated on the fair market value of the Property or interest therein contributed, conveyed, transferred or exchanged and is payable at the time of the contribution, conveyance, transfer or exchange. If Client is a partnership, corporation or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a fee or commission in connection with such sale or transfer, the commission shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid by Client at the time of the transfer. Provided, however that this interest transfer provision shall not apply to a transfer of an interest in a partnership, corporation or other business entity between existing partners, shareholders or other interest holders of the entity.

If this box is checked, notwithstanding the foregoing, in the event that there is no cooperating agent involved in a sale transaction, the commission stated in (i) above shall be adjusted to four percent (4%) of the gross sales price of the Property or _____ (\$ _____), whichever is greater, and/or other: _____

For purposes of this subsection only, "cooperating agent" shall mean any agent other than the individual licensee signing on behalf of Firm below.

(ii) **Options:** N/A % of any option fees shall be paid to Firm at the time such monies are paid to Client, said amount to be applied to commissions payable pursuant to Paragraph 7.a.(i), provided, Firm shall not be paid, on account of this provision, an amount in excess of its entitlement pursuant to Paragraph 7.a.(i).

(iii) Should there be a forfeiture of earnest money, Firm shall be entitled to N/A % of same, provided that Firm shall not receive an amount in excess of the commission set forth in Paragraph 7.a.(i).

b. General Commissions Provisions:

(i) Firm shall not be required to compensate or pay any commission to, either directly or indirectly, a buyer who seeks to be compensated or paid a commission in connection with any transaction pursuant to this Agreement.

(ii) If Firm has worked directly with a buyer in connection with the Property, either as a client or a customer, and such relationship is evidenced in writing (either by a CONFIRMATION OF AGENCY RELATIONSHIP AND REGISTRATION STATEMENT - NCAR Form 510 - or substantially similar registration document), then Firm may not compensate or pay any commission to another real estate agent (not associated with Firm) in connection with any transaction pursuant to this Agreement involving said registered buyer.

(iii) In the event Client fails to make payments within the time limits set forth in this Agreement, then the delinquent amount shall bear interest from the date due until paid at the maximum rate permitted in the state of North Carolina. If Firm is required to institute legal action (including mediation or arbitration) against Client relating to this Agreement, Firm shall be entitled to costs of such action.

(iv) In the event Client sells or otherwise disposes of its interest in the Property, Client shall remain liable for payment of the commissions provided for in this Agreement, including, without limitation, the commission obligations set forth in Paragraph 7.a. unless the purchaser or transferee assumes all of such obligations in writing and Firm agrees in writing to such assumption.

(v) "Buyer", "tenant" and "registered prospect" as used herein shall be deemed to include, but not be limited to: (i) any holder of a right of first offer or refusal or similar right which holder is not specifically named herein and excluded from the terms of this Agreement, (ii) any prospect registered by Firm pursuant to Paragraph 8 hereof (which prospect registration listing shall not include brokers acting in a brokerage capacity), and, (iii) the successors or assigns, principals, officers, directors, employees or shareholders thereof or any affiliate, alter-ego or commonly controlled entity of any such person.

8. REGISTERED PROSPECTS:

a. Prior Listing Agreements: If the Property was exclusively listed for sale with another agency prior to this Agreement, then Client shall provide Firm in writing the names of registered prospects and the duration of the protection period under the prior listing agreement. If Client provides such information to Firm within twenty (20) days of the date of this Agreement, then a direct or indirect sale or agreement to sell during such protection period to a registered prospect is excluded from this Agreement.

b. Later Sale To Registered Prospect: If within 120 days after the expiration of this Agreement (the "Protection Period"), Client directly or indirectly sells or agrees to sell the Property to a party to whom Firm (or any other agent acting for or through Firm) has communicated concerning the Property during the term of this Agreement, Client shall pay Firm the same commission to which Firm would have been entitled had the sale been made during the term of this Agreement; provided that names of prospects are delivered or postmarked to Client within fifteen (15) days after the expiration of this Agreement. **In the event the Property is exclusively listed for sale with another agency after the expiration of this Agreement and Client directly or indirectly sells or agrees to sell the Property to a registered prospect during the Protection Period, then Client shall pay to Firm the same commission to which Firm would have been entitled.**

Firm Rep. Initials _____ Client Initials _____

9. LEASE PROTECTION PROVISION: In the event that the Property is leased during the term hereof, it is acknowledged that Firm shall nonetheless earn a commission upon execution of such lease agreement. The parties agree to act in good faith in determining that the commission is an amount reasonable in this area for the type of Property.

10. AUTHORITY: Client represents and warrants to Firm that it has the right to offer the Property for sale. Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party and the holders of the interests in Client.

11. BANKRUPTCY: In the event that the Property comes under the jurisdiction of a bankruptcy court, Client shall immediately notify Firm of the same and, if Client is the subject of bankruptcy, shall promptly take all steps necessary to obtain court approval of Firm's appointment to sell the Property, unless Firm shall elect to terminate this Agreement upon said notice.

12. INDEMNIFICATION: Client represents and warrants that the information set forth herein and any other information as may be furnished to Firm by Client, including information relating to environmental matters, is correct to the best of Client's knowledge. Firm shall have no obligation or responsibility for checking or verifying any such information, except as may be required by law. Client shall indemnify Firm for any and all loss or damage sustained by Firm as a result of (i) Firm's or Client's furnishing such information to a buyer or anyone else; and (ii) the presence of storage tanks on, or the presence or release of hazardous substances, materials and wastes on or from, the Property.

13. PARTIES AND BENEFITS: This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives. Client agrees that at any time during the term of this Agreement, Firm may either assign Firm's rights and responsibilities hereunder to another real estate agency, or transfer to another person or entity all or part of the ownership of Firm's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect; provided, that any assignee or transferee must be licensed to engage in the business of real estate brokerage in the State of North Carolina. In the event of any such assignment or transfer, Client may terminate this Agreement without cause on thirty (30) days' prior written notice to the assignee or transferee of Client's intent to terminate this Agreement.

14. COUNTERPARTS; ENTIRE AGREEMENT; AMENDMENT; SEVERABILITY; ATTORNEYS FEES; GOVERNING LAW: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement contains the entire agreement of the parties and supercedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. No amendment or modification to this Agreement shall be effective unless it is in writing and executed by all parties hereto. No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included. It shall not be deemed a breach of this Agreement for Firm to comply with an order resulting from an arbitration conducted by a REALTOR® association or issued by a court of competent jurisdiction. If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

15. INTELLECTUAL PROPERTY RIGHTS: Client grants to Firm and any listing or commercial database service in which Firm or its agents participate a non-exclusive, perpetual license to use any information, photographs, drawings or other intellectual property that Client provides to Firm, including the rights to display, reproduce or make derivative works from the intellectual property.

16. DUAL AGENCY: Client has received a copy of the "Working With Real Estate Agents" brochure and has reviewed it with Firm. Client understands that the potential for dual agency will arise if a buyer who has an agency relationship with Firm becomes interested in viewing the Property. Firm may represent more than one party in the same transaction only with the knowledge and informed consent of all parties for whom Firm acts.

(a) Authorization (*initial only ONE*).

_____ Client authorizes the Firm to act as a dual agent, representing both the Client and the buyer, subject to the terms and conditions set forth in this paragraph below.

Firm Rep. Initials _____ Client Initials _____

_____ Client desires exclusive representation at all times during this agreement and does NOT authorize Firm to act in the capacity of dual agent. *If Client does not authorize Firm to act as a dual agent, the remainder of this paragraph shall not apply.*

(b) Disclosure of Information. In the event Firm serves as a dual agent, Client agrees that without permission from the party about whom the information pertains, Firm shall not disclose to the other party the following information:

- (1) that a party may agree to a price, terms, or any conditions of sale or lease other than those offered;
- (2) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
- (3) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.

(c) Firm's Role as Dual Agent. If Firm serves as agent for both Client and a buyer in a transaction involving the Property, Firm shall make every reasonable effort to represent Client and buyer in a balanced and fair manner. Firm shall also make every reasonable effort to encourage and effect communication and negotiation between Client and buyer. Client understands and acknowledges that:

- (1) Prior to the time dual agency occurs, Firm will act as Client's exclusive agent;
- (2) In its separate representation of Client and buyer, Firm may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Firm;
- (3) Firm is required by law to disclose to Client and buyer any known or reasonably ascertainable material facts. Client agrees Firm shall not be liable to Client for (i) disclosing material facts required by law to be disclosed, and (ii) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

(d) Client's Role. Should Firm become a dual agent, Client understands and acknowledges that:

- (1) Client has the responsibility of making Client's own decisions as to what terms are to be included in any lease or purchase and sale agreement with a buyer client of Firm;
- (2) Client is fully aware of and understands the implications and consequences of Firm's dual agency role as expressed herein to provide balanced and fair representation of Client and buyer and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative;
- (3) Client has determined that the benefits of dual agency outweigh any disadvantages or adverse consequences;
- (4) Client may seek independent legal counsel to assist Client with the negotiation and preparation of a lease or purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a lease or purchase and sale agreement.

Client agrees to indemnify and hold Firm harmless against all claims, damages, losses, expenses or liabilities, other than violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Firm's role as a dual agent. Client shall have a duty to protect Client's own interests and should read any lease or purchase and sale agreement carefully to ensure that it accurately sets forth the terms which Client wants included in said agreement.

THE BROKER SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OF ANY PARTY OR PROSPECTIVE PARTY TO THIS AGREEMENT.

Page 5 of 6

Firm Rep. Initials _____ Client Initials _____

STANDARD FORM 571
Revised 7/2015
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THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

CLIENT:
Individual

Date: _____

Date: _____

Business Entity

County of Harnett
(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Facsimile: _____

E-mail: _____

FIRM:

Avison Young - North Carolina, LLC
(Name of Firm)

By: _____

Name: _____ John B. Linderman, Jr.

Individual License #: _____ 97734

Date: _____

Address: _____ 5440 Wade Park Boulevard, Suite 200

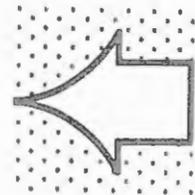
_____ Raleigh, NC 27607

Phone: _____ 919.785.3434

Facsimile: _____

E-mail: _____

ELITE
N915
-DC-4



**SIGN
HERE**

WORKING WITH REAL ESTATE AGENTS

NOTE: Effective July 1, 2001, in every real estate sales transaction, a real estate agent shall, at first substantial contact directly with a prospective buyer or seller, provide the prospective buyer or seller with the following information [NC Real Estate Commission Rule 21 NCAC 58A.0104(c)].

When buying or selling real estate, you may find it helpful to have a real estate agent assist you. Real estate agents can provide many useful services and work with you in different ways. In some real estate transactions, the agents work for the seller. In others, the seller and buyer may each have agents. And sometimes the same agents work for both the buyer and the seller. It is important for you to know whether an agent is working for you as your agent or simply working with you while acting as an agent of the other party.

This brochure addresses the various types of working relationships that may be available to you. It should help you decide which relationship you want to have with a real estate agent. It will also give you useful information about the various services real estate agents can provide buyers and sellers, and it will help explain how real estate agents are paid.

SELLERS

Seller's Agent

If you are selling real estate, you may want to "list" your property for sale with a real estate firm. If so, you will sign a "listing agreement" authorizing the firm and its agents to represent you in your dealings with buyers as your *seller's agent*. You may also be asked to allow agents from other firms to help find a buyer for your property.

Be sure to read and understand the listing agreement before you sign it. Your agent must give you a copy of the listing agreement after you sign it.

Duties to Seller: The listing firm and its agents must "promote your best interests" "be loyal to you" "follow your lawful instructions" "provide you with all material facts that could influence your decisions" "use reasonable skill, care and diligence, and" "account for all monies they handle for you. Once you have signed the listing agreement, the firm and its agents may not give any confidential information about you to prospective buyers or their agents without your permission so long as they represent you. But **until you sign the listing agreement, you should avoid telling the listing agent anything you would not want a buyer to know.**

Services and Compensation: To help you sell your property, the listing firm and its agents will offer to perform a number of services for you. These may include "helping you price your property" "advertising and marketing your property" "giving you all required property disclosure forms for you to complete" "negotiating for you the best possible price and terms" "reviewing all written offers with you and" "otherwise promoting your interests.

For representing you and helping you sell your property, you will pay the listing firm a sales commission or fee. The listing agreement must state the amount or method for determining the commission or fee and whether you will allow the firm to share its commission with agents representing the buyer.

Dual Agent

You may even permit the listing firm and its agents to represent you **and** a buyer at the same time. This "dual agency relationship" is most likely to happen if an agent with your listing firm is working as a *buyer's agent* with someone who wants to purchase your property. If this occurs and you have not already agreed to a dual agency relationship in your listing agreement, your listing agent will ask you to amend your listing agreement to permit the agent to act as agent for both you and the buyer.

It may be difficult for a *dual agent* to advance the interests of both the buyer and seller. Nevertheless, a *dual agent* must treat buyers and sellers fairly and equally. Although the *dual agent* owes them the same duties, buyers and sellers can prohibit *dual agents* from divulging **certain** confidential information about them to the other party.

Some firms also offer a form of dual agency called "designated agency" where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each "designated agent" to more fully represent each party.

If you choose the "dual agency" option, remember that since a dual agent's loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of "what your relationship is with the *dual agent*" and "what the agent will be doing for you in the transaction.

BUYERS

When buying real estate, you may have several choices as to how you want a real estate firm and its agents to work with you. For example, you may want them to represent only you (as a **buyer's agent**). You may be willing for them to represent both you and the seller at the same time (as a **dual agent**). Or you may agree to let them represent only the seller (**seller's agent** or **subagent**). Some agents will offer you a choice of these services. Others may not.

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Buyer's Agent

Duties to Buyer: If the real estate firm and its agents represent you, they must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and• account for all monies they handle for you. Once you have agreed (either orally or in writing) for the firm and its agents to be your *buyer's agent*, they may not give any confidential information about you to sellers or their agents without your permission so long as they represent you. **But until you make this agreement with your buyer's agent, you should avoid telling the agent anything you would *not* want a seller to know.**

Unwritten Agreements: To make sure that you and the real estate firm have a clear understanding of what your relationship will be and what the firm will do for you, you may want to have a written agreement. However, some firms may be willing to represent and assist you for a time as a *buyer's agent* without a written agreement. But if you decide to make an offer to purchase a particular property, the agent must obtain a written agency agreement before writing the offer. If you do not sign it, the agent can no longer represent and assist you and is no longer required to keep information about you confidential.

Be sure to read and understand any agency agreement before you sign it.

Services and Compensation: Whether you have a written or unwritten agreement, a *buyer's agent* will perform a number of services for you. These may include helping you • find a suitable property • arrange financing • learn more about the property and • otherwise promote your best interests. If you have a **written** agency agreement, the agent can also help you prepare and submit a written offer to the seller.

A *buyer's agent* can be compensated in different ways. For example, you can pay the agent out of your own pocket. Or the agent may seek compensation from the seller or listing agent first, but require you to pay if the listing agent refuses. Whatever the case, be sure your compensation arrangement with your *buyer's agent* is spelled out in a buyer agency agreement before you make an offer to purchase property and that you carefully read and understand the compensation provision.

Dual Agent

You may permit an agent or firm to represent you **and** the seller at the same time. This “dual agency relationship” is most likely to happen if you become interested in a property listed with your *buyer's agent* or the agent's firm. If this occurs and you have not already agreed to a dual agency relationship in your (written or oral) buyer agency agreement, your *buyer's agent* will ask you to amend the buyer agency agreement or sign a separate agreement or document permitting him or her to act as agent for both you and the seller. It may be difficult for a *dual agent* to advance the interests of both the buyer and seller. Nevertheless, a *dual agent* must treat buyers and sellers fairly and equally. Although the *dual agent* owes them the same duties, buyers and sellers can prohibit *dual agents* from divulging **certain** confidential information about them to the other party.

Some firms also offer a form of dual agency called “designated agency” where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each “designated agent” to more fully represent each party.

If you choose the “dual agency” option, remember that since a *dual agent's* loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the *dual agent* and • what the agent will be doing for you in the transaction. This can best be accomplished by putting the agreement in writing at the earliest possible time.

Seller's Agent Working with a Buyer

If the real estate agent or firm that you contact does not offer *buyer agency* or you do not want them to act as your *buyer agent*, you can still work with the firm and its agents. However, they will be acting as the *seller's agent* (or “subagent”). The agent can still help you find and purchase property and provide many of the same services as a *buyer's agent*. The agent must be fair with you and provide you with any “material facts” (such as a leaky roof) about properties.

But remember, the agent represents the seller - not you - and therefore must try to obtain for the seller the best possible price and terms for the seller's property. Furthermore, a *seller's agent* is required to give the seller any information about you (even personal, financial or confidential information) that would help the seller in the sale of his or her property. Agents must tell you *in writing* if they *are* *seller's agents* before you say anything that can help the seller. **But until you are sure that an agent is not a *seller's agent*, you should avoid saying anything you do *not* want a seller to know.**

Sellers' agents are compensated by the sellers.

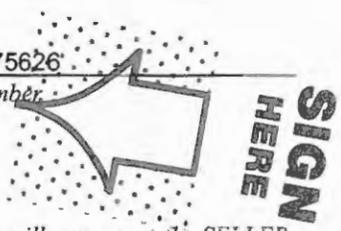
FOR BUYER/SELLER

This is not a contract

Date _____

Firm Name Avison Young - North Carolina, LLC

Agent Name Justin Booth License Number 275626



**Disclosure of Seller Subagency
(Complete, if applicable)**

When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.

Agent's Initials Acknowledging Disclosure: _____

The North Carolina Real Estate Commission
P.O. Box 17100 Raleigh, North Carolina 27619-7100
919/875-3700 Web Site: www.nrec.state.nc.us
REC 3.45 1/1/09

SIGN
+ DATE

WORKING WITH REAL ESTATE AGENTS
Agents must retain this acknowledgment for their files.

This is not a contract

By signing, I acknowledge that the agent named below furnished a copy of this brochure and reviewed it with me.

Buyer or Seller Name (Print or Type) _____

Buyer or Seller Name (Print or Type) _____

Buyer or Seller Signature _____

Buyer or Seller Signature _____

Date _____

Date _____

Avison Young - North Carolina, LLC
Firm Name

Justin Booth 275626
Agent Name and License Number

Disclosure of Seller Subagency

When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.

Buyer's Initials Acknowledging Disclosure: _____

Exhibit A

HARNETT COUNTY CAMA
WEBVIEWER

1/21/2016 2:27:33 PM

CONSTRUCTION DETAIL										MARKET VALUE				DEPRECIATION				CORRELATION OF VALUE					
Foundation - 4 Spread Footing 6.00										USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB	Standard	0.01000	CREDENCE TO MARKET			
Sub Floor System - 2 Slab on Grade-Residential/Commercial 6.00										10	07	8,650	71	44.73	386915	2009	2009	% GOOD	99.00	DEPR. BUILDING VALUE - CARD 383,050			
Exterior Walls - 21 Face Brick 25.00										TYPE: COMMERCIAL COMMERCIAL										DEPR. OB/XF VALUE - CARD 39,060			
Roofing Structure - 10 Steel Frame or Truss 11.00										STYLE: 1 - 1.0 Story										MARKET LAND VALUE - CARD 46,650			
Roofing Cover - 04 Built Up Tar and Gravel/Rubber 4.00																				TOTAL MARKET VALUE - CARD 468,760			
Interior Wall Construction - 1 Masonry or Minimum 2.00																				TOTAL APPRAISED VALUE - CARD 468,760			
Interior Floor Cover - 03 Concrete Finished 1.00																				TOTAL APPRAISED VALUE - PARCEL 468,760			
Heating Fuel - 01 None 0.00																				TOTAL PRESENT USE VALUE - PARCEL 0			
Heating Type - 01 None 0.00																				TOTAL VALUE DEFERRED - PARCEL 0			
Air Conditioning Type - 01 None 0.00																				TOTAL TAXABLE VALUE - PARCEL 468,760			
Structural Frame - 06 Steel 14.00																				PRIOR			
Ceiling & Insulation - 11 No Ceiling - Roof and Wall Insulated 3.00																				BUILDING VALUE 0			
Half-Bathrooms BAS - 0 FUS - 0 LL - 0																				OBXF VALUE 0			
Office BAS - 0 FUS - 0 LL - 0																				LAND VALUE 0			
TOTAL POINT VALUE 72.000																				PRESENT USE VALUE 0			
BUILDING ADJUSTMENTS																				DEFERRED VALUE 0			
Shape/Design 2 Rectangle 1.0000																				TOTAL VALUE 0			
Quality 3 Average 1.0000																							
Size Size Size 0.9800																							
TOTAL ADJUSTMENT FACTOR 0.980																							
TOTAL QUALITY INDEX 71																							
+-----173-----+																							
I B A S																							
I																							
I																							
I																							
5																							
0																							
I																							
I																							
I																							
+-----173-----+																							
SUBAREA																							
TYPE																							
GS AREA % RPL CS																							
09 ASP PAVING																							
BAS 8,650 100 386915																				TOTAL OB/XF VALUE 39,055			
FIREPLACE 1 - None																							
SUBAREA																							
TOTALS 8,650 386,915																							
BUILDING DIMENSIONS BAS=W173550E173N50\$.																							
LAND INFORMATION																							
HIGHEST AND BEST USE																							
USE CODE ZONING																							
FRONTAGE DEPTH DEPTH / SIZE LND MOD COND FACT																							
INDUSTRIAL 0600 0 0 1.0000 0 1.0000																							
OTHER ADJUSTMENTS AND NOTES																							
RF AC LC TO OT ROAD TYPE																							
LAND UNIT PRICE																							
TOTAL LAND UNITS																							
UNT TYP TOTAL ADJUST																							
ADJUSTED UNIT PRICE																							
LAND VALUE																							
OVERRIDE VALUE																							
LAND NOTES																							
TOTAL MARKET LAND DATA																				3.110 46,650			
TOTAL PRESENT USE DATA																							

Exhibit B

1. Either party may cancel this agreement with sixty (60) days advance written notice.
2. Within thirty (30) days following execution of "Listing Agreement" the Client and Firm shall mutually agree to a marketing budget for the benefit of the Property.
3. All marketing materials are subject to approval by the County prior to distribution.



**EXCLUSIVE RIGHT TO LEASE AND/OR SELL
LISTING AGREEMENT**

This Exclusive Right to Lease And/Or Sell Listing Agreement, hereinafter known as "Agreement", is by and between:
AvisonYoung - North Carolina, LLC (Name of Firm), hereinafter known as "Firm" and
County of Harnett hereinafter known as "Client".

In consideration of Firm's agreement to list the following described property, hereinafter known as "Property," for lease and/or sale and to use its efforts to find a buyer/tenant, Client agrees with Firm as follows:

1. EXCLUSIVE RIGHT TO LEASE AND/OR SELL: For a period extending until 11:59 p.m. (based upon the time at the locale of the Firm's office) on January 31, 2017, Firm shall have the exclusive right to lease and/or sell the Property as agent of Client at the price and on the terms set forth below, or upon such other terms as may be agreed upon in writing by Client with any buyer/tenant. **Client represents that, as of the commencement date of this Agreement, Client is not a party to a listing agreement with any other firm.**

2. BROKER COOPERATION/AGENCY RELATIONSHIPS: Firm has advised Client of Firm's general company policy regarding cooperating with subagents, buyer/tenant agents or dual agents. Client has received and read the "Working with Real Estate Agents" publication and authorizes the Firm to compensate (subject to paragraphs 7c.(ii) and 7c.(iii)) and cooperate with the following (Firm agrees to inquire of all agents at the time of initial contact as to their agency status): (CHECK ALL APPLICABLE AGENCIES)

- subagents of Client
- buyer/tenant agents
- dual agents representing both Client and the buyer/tenant in the same transaction (subject to the terms of Section 15).

3. PROPERTY: (Address) Brightwater Science and Technology Campus | Brightwater Business Park, Lillington, NC

(Legal Description/Description) See Exhibit A

See attached Exhibit A for legal description/description of premises.

To the best of Client's knowledge: (i) the Property is not subject to any rights of first refusal, rights of first offer or similar rights of others to acquire or lease all or a portion of the Property, (ii) as respects the Property there have been no licenses or leases granted or transfers of mineral, oil and gas or other similar rights, (iii) Client has paid or will pay in full all persons recently contracted with (or contracted with hereafter prior to any transaction) to do work related to or affecting the Property and Client will comply with all laws related to mechanics liens, (iv) the streets serving the Property are public streets and are maintained by a public authority, and (v) the Property has not been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco", unless disclosed as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any): None

4. LISTING TERMS:

	<u>SALE</u>			<u>LEASE</u>
Sales Price	TBD	Rental		TBD
Client Financing Terms	None	Taxes Paid By		TBD
		Insurance Paid By		TBD
Possession Delivered	At closing	Utilities Paid By		TBD
		Operating Expenses Paid By		TBD
		Maintenance Paid By		TBD



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Maintenance Paid By TBD
Possession Delivered TBD
Other Terms: none

Other Terms: none

See attached Exhibit B for additional listing terms.

ADVERTISING AND DATABASE LISTINGS: In connection with the marketing and lease/sale of the Property, Client authorizes and directs Firm: (CHECK ALL APPLICABLE SECTIONS)

- to place a sign on the Property. All other signs marketing the Property for lease or for sale shall be removed.
- Listing Service.** To submit pertinent information concerning the Property to any listing service or information exchange of which Firm is a member or in which any of Firm's agents participate and to furnish to such listing service or information exchange notice of all changes of information concerning the Property authorized in writing by Client. Client authorizes Firm, upon execution of a lease or sales contract for the Property, to notify the listing service or information exchange of the lease/pending sale, and upon lease execution or closing of the sale, to disseminate leasing/sales information, including rate/sales price, to the listing service, information exchange, appraisers and real estate brokers.
- Advertising Other Than On The Internet.** Client authorizes Firm to advertise the Property in non-Internet media, and to permit other firms to advertise the Property in non-Internet media to the extent and in such manner as Firm may decide.
- Internet Advertising.** Client authorizes Firm to display information about the Property on the Internet either directly or through a program of any listing service or information exchange of which the Firm is a member or in which any of Firm's agents participate, and authorizes other firms who belong to any listing service of which the Firm is a member or in which any of Firm's agents participate to display information about the Property on the Internet in accordance with the listing service or information exchange rules and regulations. *If Client does not authorize Internet Advertising as set forth above, Client MUST complete an opt-out form in accordance with listing service rules. (NOTE: NCAR Form #105 may be used for this purpose.)*

If Client authorizes Internet Advertising as set forth above, Client authorizes the display of (**Check ALL applicable sections**):

- The address of the Property
- Automated estimates of the market value of the Property
- Third-party comments about the Property

Client acknowledges and understands that while the marketing services selected above will facilitate the showing and sale of the Property, there are risks associated with allowing access to and disseminating information about the Property that are not within the reasonable control of the Firm, including but not limited to:

1. unauthorized use of a lock/key box,
2. control of visitors during or after a showing or an open house,
3. inappropriate use of information about the Property placed on the Internet or furnished to any listing service in which the Firm participates.

Client therefore agrees to indemnify and hold harmless Firm from any damages, costs, attorneys' fees and other expenses as a result of any personal injury or property loss or damage to Client or any other person not caused by Firm's negligence arising directly or indirectly out of any such marketing services.

MARKETING EXPENSE: In the event that the Property does not sell or lease during the term of this Agreement, Client shall nonetheless be obligated to reimburse Firm for actual documented expenses incurred in marketing the Property up to the amount of \$ _____.

5. SPECIAL PROVISIONS:

Domain cost: \$24.85 annually, Web hosting \$149.00 annually, \$173.85 annually; Web hosting renews on 2/14/16.

Domain renews on 2/21/16

See attached Exhibit _____ for special provisions.

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Firm Rep. Initials _____ Client Initials _____

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6. COOPERATION WITH FIRM:

a. Exclusive Rights: Client agrees to cooperate with Firm to facilitate the leasing and/or sale of the Property. The Property may be shown only by appointment made by or through Firm. Client immediately shall refer to Firm all inquiries or offers it may receive regarding the Property. Client agrees to cooperate with Firm in bringing about a lease or sale of the Property. All negotiations shall be conducted through Firm. Firm shall be identified as the contact firm with all state and local economic development agencies being notified of the Property's availability.

b. Services: No management services, repair services, collection services, notices, legal services or tax services shall be provided by Firm. In the event that Firm does procure any of these services at the request of Client, it is understood and agreed that Firm shall only be acting in the capacity of procurer for Client and shall accrue no liability or responsibility in connection with any services so obtained on behalf of Client. This exclusion of liability and responsibility shall not apply in the event that Firm directly contracts with Client to provide any such service.

7. COMMISSIONS: The amount, format or rate of real estate commission is not fixed by law. Commissions are set by each broker individually and may be negotiable between a firm and its client.

a. Sales Commissions:

(i) Commissions shall be earned when Client accepts an unconditional offer from a buyer or when all conditions have been met following Client's acceptance of a conditional offer from a buyer whether the buyer is procured by Firm, the Client or anyone else during the term of this Agreement. Client shall pay Firm a commission equal to six percent (6.0 %) of the gross sales price of the Property, or the sum of N/A (\$ N/A), whichever is greater, and/or other: N/A

Commission shall be paid in cash or by bank check. Gross sales price includes any and all consideration received or receivable, in whatever form, by Client including, but not limited to, the assumption or release of existing liabilities. Client shall pay the commission upon delivery of the deed or other evidence of transfer of title or interest; provided, however, if the transaction involves an installment contract, then Client shall pay the commission upon the signing of such installment contract. In the event of any breach or termination by Client of any contract of purchase and sale, it is understood and agreed that the commission remains earned and payable upon notice given by Client to buyer of Client's intent not to proceed with such sale, notwithstanding the basis of such intent not to proceed. In the event Client contributes or conveys the Property or any interest therein to a joint venture, partnership or other business entity or executes an exchange, the commission shall be calculated on the fair market value of the Property or interest therein contributed, conveyed, transferred or exchanged and is payable at the time of the contribution, conveyance, transfer or exchange. If Client is a partnership, corporation or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a fee or commission in connection with such sale or transfer, the commission shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid by Client at the time of the transfer. Provided, however that this interest transfer provision shall not apply to a transfer of an interest in a partnership, corporation or other business entity between existing partners, shareholders or other interest holders of the entity.

If this box is checked, notwithstanding the foregoing, in the event that there is no cooperating agent involved in a sale transaction, the commission stated in (i) above shall be adjusted to four percent (4.0 %) of the gross sales price of the Property or (\$), whichever is greater, and/or other:

For purposes of this subsection only, "cooperating agent" shall mean any agent other than the individual licensee signing on behalf of Firm below.

(ii) **Options:** 25.0 % of any option fees shall be paid to Firm at the time such monies are paid to Client, said amount to be applied to commissions payable pursuant to Paragraph 7.a.(i), provided, Firm shall not be paid, on account of this provision, an amount in excess of its entitlement pursuant to Paragraph 7.a.(i).

(iii) Should there be a forfeiture of earnest money, Firm shall be entitled to 25.0 % of same, provided that Firm shall not receive an amount in excess of the commission set forth in Paragraph 7.a.(i).

b. Lease Commissions:

(i) Commissions shall be earned when Client directly or indirectly leases or agrees to lease the Property, whether tenant is procured by Firm, the Client or anyone else during the term of this Agreement. Firm's commission shall be calculated according to the schedule in Paragraph 7.b.(ii). Commissions shall be paid in cash or by bank check.

Firm Rep. Initials _____ Client Initials _____

(ii) **Schedule of Commissions:**

(complete both (a) and (b), only (a) will apply unless Firm elects in writing to have (b) apply)

(a) **Commission Paid Upon Execution of Lease:**

- (i) six percent (6.0 %) of the total rent for the first 120 months in which rent is to be paid, plus two percent (2.0 %) of the total rent for the remainder of the term;
- (ii) \$ N/A (flat fee);

payable in full upon execution of a lease by Client and tenant, unless otherwise provided here:

~~(b) **Commission Paid Over the Term of Lease:** In the event Firm elects in writing to collect a commission over the term of the lease, the commission is _____ percent (_____%) of the total rent collected from tenant or \$ _____ per collection period, whichever is more, payable within ten (10) days of the receipt of each lease payment by Client during the term of the lease.~~

If this box is checked, notwithstanding the foregoing, in the event that there is no cooperating agent involved in a lease transaction, the commission stated in (a) above shall be adjusted to _____ percent (_____%) of the total rent for the first _____ months in which rent is to be paid, plus _____ percent (_____%) of the total rent for the remainder of the term or \$ _____ (flat fee), or, if Firm elects in writing to have (b) above apply, the greater of _____ percent (_____%) of the total rent collected from tenant or \$ _____ per collection period.
~~For purposes of this subsection only, "cooperating agent" shall mean any agent other than the individual licensee signing on behalf of Firm below.~~

(iii) **Percentage Rent:** If a lease for which a commission is payable hereunder contains a percentage rent clause, Client shall pay a commission on the percentage rent payable by the tenant at the commission rate applicable to the period of the lease term for which the percentage rent is payable. This commission shall be payable within fifteen (15) days after receipt of each tenant payment to Client.

(iv) **Option(s) or Right(s) of First Refusal to Renew, Extend Lease or Occupy Additional Space:** If a lease for which a commission is payable hereunder contains (i) an option or right of first refusal to renew or extend, and a lease term is renewed or extended whether strictly in accordance with the terms of such option or right or otherwise and/or (ii) an option or right of first refusal to expand, and tenant occupies additional space whether strictly in accordance with the terms of such option or right or otherwise, then Client shall pay a commission in accordance with this Paragraph 7.b. on the additional rent to be paid, calculated at the commission rate applicable hereunder for the years of the lease in which the additional rent is payable. Said commission shall be earned and payable upon the notice of exercise of any option or right of first refusal to renew or extend or upon the notice of exercise of any option or right of first refusal to expand, as applicable.

(v) Commissions payable pursuant to this Agreement are leasing fees only and shall not be considered compensation for or an obligation to manage or sell the Property.

c. General Commissions Provisions:

(i) **Purchase of Property by Tenant:** If a tenant under a lease for which a commission is payable hereunder directly or indirectly purchases the Property, whether strictly in accordance with the terms of any option, right of first refusal, similar right or otherwise, during the term of the lease (term to include the period of any extensions or renewals thereof based upon extension or renewal rights contained in the original provisions of such lease), then a sales commission shall be calculated and paid in accordance with the provisions of Paragraph 7.a.(i).

(ii) Firm shall not be required to compensate or pay any commission to, either directly or indirectly, a buyer/tenant who seeks to be compensated or paid a commission in connection with any transaction pursuant to this Agreement.

(iii) If Firm has worked directly with a buyer/tenant in connection with the Property, either as a client or a customer, and such relationship is evidenced in writing (either by a CONFIRMATION OF AGENCY RELATIONSHIP AND REGISTRATION STATEMENT - NCAR Form 510 - or substantially similar registration document), then Firm may not compensate or pay any commission to another real estate agent (not associated with Firm) in connection with any transaction pursuant to this Agreement involving said registered buyer/tenant.

Firm Rep. Initials _____ Client Initials _____

(iv) In the event Client fails to make payments within the time limits set forth in this Agreement, then the delinquent amount shall bear interest from the date due until paid at the maximum rate permitted in the state of North Carolina. If Firm is required to institute legal action (including mediation or arbitration) against Client relating to this Agreement, Firm shall be entitled to costs of such action.

(v) In the event Client sells or otherwise disposes of its interest in the Property, Client shall remain liable for payment of the commissions provided for in this Agreement, including, without limitation, the commission obligations set forth in Paragraph 7.a. or 7.b. unless the purchaser or transferee assumes all of such obligations in writing and Firm agrees in writing to such assumption.

(vi) "Buyer", "tenant" and "registered prospect" as used herein shall be deemed to include, but not be limited to: (i) any holder of a right of first offer or refusal or similar right which holder is not specifically named herein and excluded from the terms of this Agreement, (ii) any prospect registered by Firm pursuant to Paragraph 8 hereof (which prospect registration listing shall not include brokers acting in a brokerage capacity), and, (iii) the successors or assigns, principals, officers, directors, employees or shareholders thereof or any affiliate, alter-ego or commonly controlled entity of any such person.

8. REGISTERED PROSPECTS:

a. Prior Listing Agreements: If the Property was exclusively listed for lease or sale with another agency prior to this Agreement, then Client shall provide Firm in writing the names of registered prospects and the duration of the protection period under the prior listing agreement. If Client provides such information to Firm within twenty (20) days of the date of this Agreement, then a direct or indirect lease or agreement to lease or sale or agreement to sell during such protection period to a registered prospect is excluded from this Agreement.

b. Later Lease Or Sale To Registered Prospect: If within 180 days after the expiration of this Agreement (the "Protection Period"), Client directly or indirectly leases or agrees to lease or sells or agrees to sell the Property to a party to whom Firm (or any other agent acting for or through Firm) has communicated concerning the Property during the term of this Agreement, Client shall pay Firm the same commission to which Firm would have been entitled had the sale or lease been made during the term of this Agreement; provided that names of prospects are delivered or postmarked to Client within fifteen (15) days after the expiration of this Agreement. **In the event the Property is exclusively listed for lease or sale with another agency after the expiration of this Agreement and Client directly or indirectly leases or agrees to lease or sells or agrees to sell the Property to a registered prospect during the Protection Period, then Client shall pay to Firm the same commission to which Firm would have been entitled.**

9. AUTHORITY: Client represents and warrants to Firm that it has the right to offer the Property for lease and/or sale. Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party and the holders of the interests in Client.

10. BANKRUPTCY: In the event that the Property comes under the jurisdiction of a bankruptcy court, Client shall immediately notify Firm of the same and, if Client is the subject of bankruptcy, shall promptly take all steps necessary to obtain court approval of Firm's appointment to sell or lease the Property, unless Firm shall elect to terminate this Agreement upon said notice.

11. INDEMNIFICATION: Client represents and warrants that the information set forth herein and any other information as may be furnished to Firm by Client, including information relating to environmental matters, is correct to the best of Client's knowledge. Firm shall have no obligation or responsibility for checking or verifying any such information, except as may be required by law. Client shall indemnify Firm for any and all loss or damage sustained by Firm as a result of (i) Firm's or Client's furnishing such information to a buyer or tenant or anyone else; and (ii) the presence of storage tanks on, or the presence or release of hazardous substances, materials and wastes on or from, the Property.

12. PARTIES AND BENEFITS: This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives. Client agrees that at any time during the term of this Agreement, Firm may either assign Firm's rights and responsibilities hereunder to another real estate agency, or transfer to another person or entity all or part of the ownership of Firm's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect; provided, that any assignee or transferee must be licensed to engage in the business of real estate brokerage in the State of North Carolina. In the event of any such assignment or transfer, Client may terminate this Agreement without cause on thirty (30) days' prior written notice to the assignee or transferee of Client's intent to terminate this Agreement.

Page 5 of 7

Firm Rep. Initials _____ Client Initials _____

STANDARD FORM 570
Revised 7/2015
© 7/2015

13. COUNTERPARTS, ENTIRE AGREEMENT; AMENDMENT; SEVERABILITY; ATTORNEYS FEES; GOVERNING LAW: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement contains the entire agreement of the parties and supercedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. No amendment or modification to this Agreement shall be effective unless it is in writing and executed by all parties hereto. No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included. It shall not be deemed a breach of this Agreement for Firm to comply with an order resulting from an arbitration conducted by a REALTOR® association or issued by a court of competent jurisdiction. If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

14. INTELLECTUAL PROPERTY RIGHTS: Client grants to Firm and any listing or commercial database service in which Firm or its agents participate a non-exclusive, perpetual license to use any information, photographs, drawings or other intellectual property that Client provides to Firm, including the rights to display, reproduce or make derivative works from the intellectual property.

15. DUAL AGENCY: Client has received a copy of the "Working With Real Estate Agents" brochure and has reviewed it with Firm. Client understands that the potential for dual agency will arise if a buyer/tenant who has an agency relationship with Firm becomes interested in viewing the Property. Firm may represent more than one party in the same transaction only with the knowledge and informed consent of all parties for whom Firm acts.

(a) Authorization (*initial only ONE*).

_____ Client authorizes the Firm to act as a dual agent, representing both the Client and the buyer/tenant, subject to the terms and conditions set forth in this paragraph below.

_____ Client desires exclusive representation at all times during this agreement and does NOT authorize Firm to act in the capacity of dual agent. *If Client does not authorize Firm to act as a dual agent, the remainder of this paragraph shall not apply.*

(b) Disclosure of Information. In the event Firm serves as a dual agent, Client agrees that without permission from the party about whom the information pertains, Firm shall not disclose to the other party the following information:

- (1) that a party may agree to a price, terms, or any conditions of sale or lease other than those offered;
- (2) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
- (3) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.

(c) Firm's Role as Dual Agent. If Firm serves as agent for both Client and a buyer/tenant in a transaction involving the Property, Firm shall make every reasonable effort to represent Client and buyer/tenant in a balanced and fair manner. Firm shall also make every reasonable effort to encourage and effect communication and negotiation between Client and buyer/tenant. Client understands and acknowledges that:

- (1) Prior to the time dual agency occurs, Firm will act as Client's exclusive agent;
- (2) In its separate representation of Client and buyer/tenant, Firm may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Firm;
- (3) Firm is required by law to disclose to Client and buyer/tenant any known or reasonably ascertainable material facts. Client agrees Firm shall not be liable to Client for (i) disclosing material facts required by law to be disclosed, and (ii) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

(d) Client's Role. Should Firm become a dual agent, Client understands and acknowledges that:

- (1) Client has the responsibility of making Client's own decisions as to what terms are to be included in any lease or purchase and sale agreement with a buyer/tenant client of Firm;
- (2) Client is fully aware of and understands the implications and consequences of Firm's dual agency role as expressed herein to provide balanced and fair representation of Client and buyer/tenant and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative;

Firm Rep. Initials _____ Client Initials _____

- (3) Client has determined that the benefits of dual agency outweigh any disadvantages or adverse consequences;
- (4) Client may seek independent legal counsel to assist Client with the negotiation and preparation of a lease or purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a lease or purchase and sale agreement.

Client agrees to indemnify and hold Firm harmless against all claims, damages, losses, expenses or liabilities, other than violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Firm's role as a dual agent. Client shall have a duty to protect Client's own interests and should read any lease or purchase and sale agreement carefully to ensure that it accurately sets forth the terms which Client wants included in said agreement.

THE BROKER SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OF ANY PARTY OR PROSPECTIVE PARTY TO THIS AGREEMENT.

THE NORTH CAROLINA ASSOCIATION OF REALTORS® , INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

CLIENT:

Individual

Date: _____

Date: _____

Business Entity

_____ Harnett County, NC

 (Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Facsimile: _____

E-mail: _____

FIRM:

_____ Avison Young - North Carolina, LLC

 (Name of Firm)

By: _____

Name: _____ John B. Linderman, Jr. _____

Individual License #: _____ 97734 _____

Date: _____

Address: _____ 5440 Wade Park Boulevard, Suite 200

 Raleigh, NC 27607 _____

Phone: _____ 919.785.3434 _____

Facsimile: _____ 919.785.0802 _____

E-mail: _____ john.linderman@avisonyoung.com _____

Exhibit A



ILLUSTRATIVE MASTER PLAN

BRIGHTWATER

WITHERS & RAVENEL
ENGINEERS, PLANNERS, ARCHITECTS





111111 Jones Ave. 2000
 Suite 100, Raleigh, NC 27601
 Phone: 919.876.1111
 Fax: 919.876.1112
 www.jajones.com

Harnett County Business Park

Lenoir, North Carolina

Master Plan
 ILLUSTRATIVE PLAN

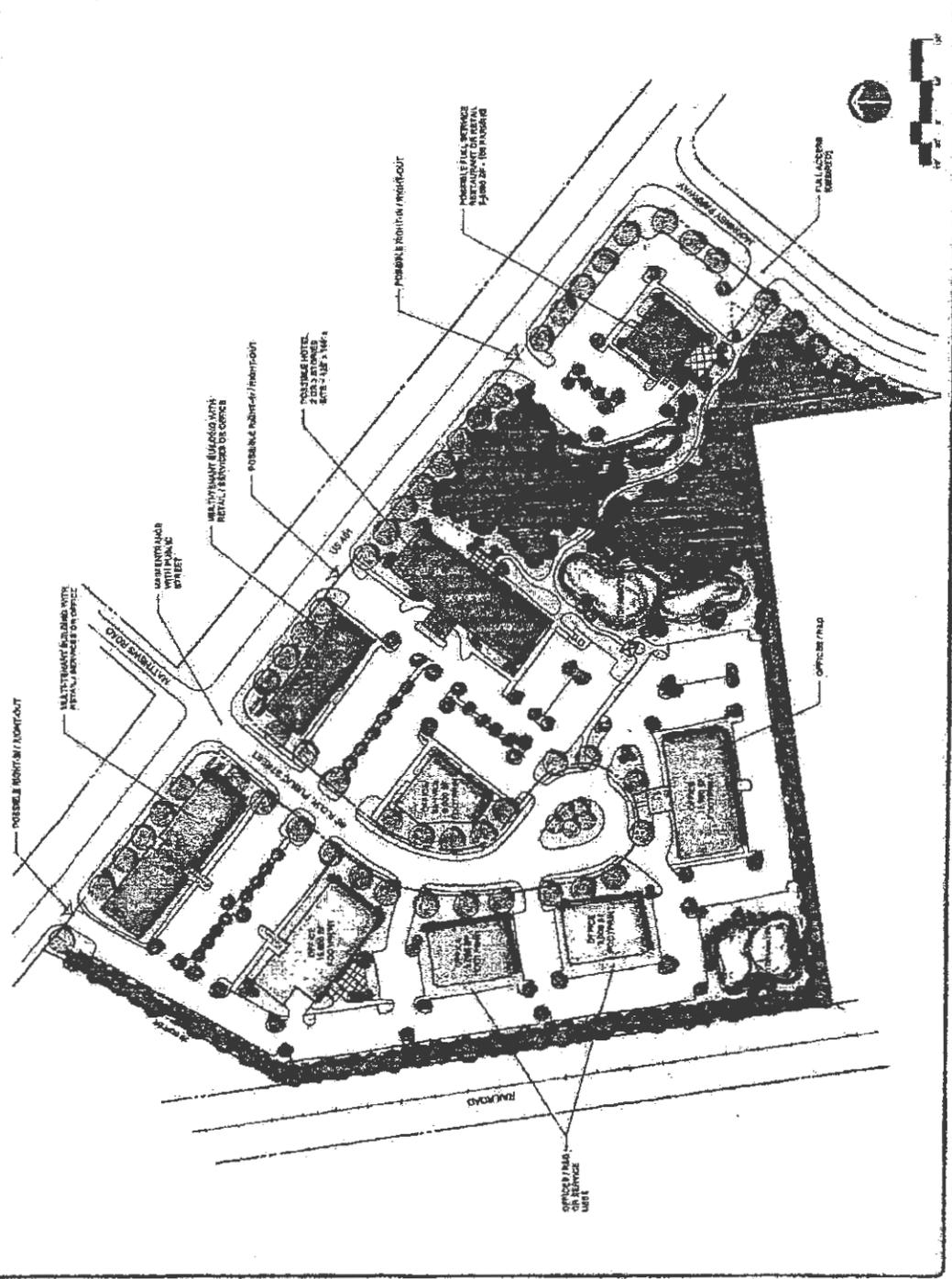


Exhibit B

1. Either party may cancel this agreement with sixty (60) days advance written notice.
2. Within thirty (30) days following execution of "Listing Agreement" the Client and Firm shall mutually agree to a marketing budget for the benefit of the Property.
3. All marketing materials are subject to approval by the County prior to distribution.
4. The four acres adjacent to Harnett Health Systems and the Health Services Building site shall be exclusions to this agreement for purposes of commission payment. The Client may require the Firm to act as a consultant in these transactions. Consulting fees may be paid as a flat rate or on an hourly basis.

WORKING WITH REAL ESTATE AGENTS

NOTE: Effective July 1, 2001, in every real estate sales transaction, a real estate agent shall, at first substantial contact directly with a prospective buyer or seller, provide the prospective buyer or seller with the following information [NC Real Estate Commission Rule 21 NCAC 58A.0104(c)].

When buying or selling real estate, you may find it helpful to have a real estate agent assist you. Real estate agents can provide many useful services and work with you in different ways. In some real estate transactions, the agents work for the seller. In others, the seller and buyer may each have agents. And sometimes the same agents work for both the buyer and the seller. It is important for you to know whether an agent is working for you as your agent or simply working with you while acting as an agent of the other party.

This brochure addresses the various types of working relationships that may be available to you. It should help you decide which relationship you want to have with a real estate agent. It will also give you useful information about the various services real estate agents can provide buyers and sellers, and it will help explain how real estate agents are paid.

SELLERS

Seller's Agent

If you are selling real estate, you may want to “list” your property for sale with a real estate firm. If so, you will sign a “listing agreement” authorizing the firm and its agents to represent you in your dealings with buyers as your *seller's agent*. You may also be asked to allow agents from other firms to help find a buyer for your property.

Be sure to read and understand the listing agreement before you sign it. Your agent must give you a copy of the listing agreement after you sign it.

Duties to Seller: The listing firm and its agents must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have signed the listing agreement, the firm and its agents may not give any confidential information about you to prospective buyers or their agents without your permission so long as they represent you. But **until you sign the listing agreement, you should avoid telling the listing agent anything you would *not* want a buyer to know.**

Services and Compensation: To help you sell your property, the listing firm and its agents will offer to perform a number of services for you. These may include • helping you price your property • advertising and marketing your property • giving you all required property disclosure forms for you to complete • negotiating for you the best possible price and terms • reviewing all written offers with you and • otherwise promoting your interests.

For representing you and helping you sell your property, you will pay the listing firm a sales commission or fee. The listing agreement must state the amount or method for determining the commission or fee and whether you will allow the firm to share its commission with agents representing the buyer.

Dual Agent

You may even permit the listing firm and its agents to represent you **and** a buyer at the same time. This “dual agency relationship” is most likely to happen if an agent with your listing firm is working as a *buyer's agent* with someone who wants to purchase your property. If this occurs and you have not already agreed to a dual agency relationship in your listing agreement, your listing agent will ask you to amend your listing agreement to permit the agent to act as agent for both you and the buyer.

It may be difficult for a *dual agent* to advance the interests of both the buyer and seller. Nevertheless, a *dual agent* must treat buyers and sellers fairly and equally. Although the *dual agent* owes them the same duties, buyers and sellers can prohibit *dual agents* from divulging **certain** confidential information about them to the other party.

Some firms also offer a form of dual agency called “designated agency” where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each “designated agent” to more fully represent each party.

If you choose the “dual agency” option, remember that since a dual agent's loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the *dual agent* and • what the agent will be doing for you in the transaction.

BUYERS

When buying real estate, you may have several choices as to how you want a real estate firm and its agents to work with you. For example, you may want them to represent only you (as a **buyer's agent**). You may be willing for them to represent both you and the seller at the same time (as a **dual agent**). Or you may agree to let them represent only the seller (**seller's agent** or **subagent**). Some agents will offer you a choice of these services. Others may not.

Page 1 of 3



North Carolina Association of REALTORS®, Inc.



STANDARD FORM 520
REC 1/1/2009
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Buyer's Agent

Duties to Buyer: If the real estate firm and its agents represent you, they must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have agreed (either orally or in writing) for the firm and its agents to be your *buyer's agent*, they may not give any confidential information about you to sellers or their agents without your permission so long as they represent you. But **until you make this agreement with your buyer's agent, you should avoid telling the agent anything you would not want a seller to know.**

Unwritten Agreements: To make sure that you and the real estate firm have a clear understanding of what your relationship will be and what the firm will do for you, you may want to have a written agreement. However, some firms may be willing to represent and assist you for a time as a *buyer's agent* without a written agreement. But if you decide to make an offer to purchase a particular property, the agent must obtain a written agency agreement before writing the offer. If you do not sign it, the agent can no longer represent and assist you and is no longer required to keep information about you confidential.

Be sure to read and understand any agency agreement before you sign it.

Services and Compensation: Whether you have a written or unwritten agreement, a *buyer's agent* will perform a number of services for you. These may include helping you • find a suitable property • arrange financing • learn more about the property and • otherwise promote your best interests. If you have a **written** agency agreement, the agent can also help you prepare and submit a written offer to the seller.

A *buyer's agent* can be compensated in different ways. For example, you can pay the agent out of your own pocket. Or the agent may seek compensation from the seller or listing agent first, but require you to pay if the listing agent refuses. Whatever the case, be sure your compensation arrangement with your *buyer's agent* is spelled out in a buyer agency agreement before you make an offer to purchase property and that you carefully read and understand the compensation provision.

Dual Agent

You may permit an agent or firm to represent you **and** the seller at the same time. This “dual agency relationship” is most likely to happen if you become interested in a property listed with your *buyer's agent* or the agent's firm. If this occurs and you have not already agreed to a dual agency relationship in your (written or oral) buyer agency agreement, your *buyer's agent* will ask you to amend the buyer agency agreement or sign a separate agreement or document permitting him or her to act as agent for both you and the seller. It may be difficult for a *dual agent* to advance the interests of both the buyer and seller. Nevertheless, a *dual agent* must treat buyers and sellers fairly and equally. Although the *dual agent* owes them the same duties, buyers and sellers can prohibit *dual agents* from divulging **certain** confidential information about them to the other party.

Some firms also offer a form of dual agency called “designated agency” where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each “designated agent” to more fully represent each party.

If you choose the “dual agency” option, remember that since a *dual agent's* loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the *dual agent* and • what the agent will be doing for you in the transaction. This can best be accomplished by putting the agreement in writing at the earliest possible time.

Seller's Agent Working with a Buyer

If the real estate agent or firm that you contact does not offer *buyer agency* or you do not want them to act as your *buyer agent*, you can still work with the firm and its agents. However, they will be acting as the *seller's agent* (or “subagent”). The agent can still help you find and purchase property and provide many of the same services as a *buyer's agent*. The agent must be fair with you and provide you with any “material facts” (such as a leaky roof) about properties.

But remember, the agent represents the seller - not you - and therefore must try to obtain for the seller the best possible price and terms for the seller's property. Furthermore, a *seller's agent* is required to give the seller any information about you (even personal, financial or confidential information) that would help the seller in the sale of his or her property. Agents must tell you *in writing* if they are *seller's agents* before you say anything that can help the seller. But **until you are sure that an agent is not a seller's agent, you should avoid saying anything you do not want a seller to know.**

Sellers' agents are compensated by the sellers.

FOR BUYER/SELLER

This is not a contract

Date

Avison Young - North Carolina, LLC

Firm Name

Gary Lyons, CCIM, SIOR; Beverly Keith, CCIM, CRX

177282; 190952

Agent Name License Number

**Disclosure of Seller Subagency
(Complete, if applicable)**

When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.

Agent's Initials Acknowledging Disclosure: _____

The North Carolina Real Estate Commission
P.O. Box 17100 Raleigh, North Carolina 27619-7100
919/875-3700 Web Site: www.ncrec.state.nc.us
REC 3.45 1/1/09

**WORKING WITH REAL ESTATE AGENTS
Agents must retain this acknowledgment for their files.**

This is not a contract

By signing, I acknowledge that the agent named below furnished a copy of this brochure and reviewed it with me.

Brightwater, Inc.

Harnett County, NC

Buyer or Seller Name (Print or Type)

Buyer or Seller Name (Print or Type)

Buyer or Seller Signature

Buyer or Seller Signature

Date

Date

Avison Young - North Carolina, LLC

Firm Name

Gary Lyons, CCIM, SIOR; Beverly Keith, CCIM, CRX

177282; 190952

Agent Name and License Number

Disclosure of Seller Subagency

When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.

Buyer's Initials Acknowledging Disclosure: _____



COMMERCIAL DUAL AGENCY ADDENDUM

(Note: The purpose of this Addendum is to address dual agency disclosure requirements in connection with the use of forms other than North Carolina Association of REALTORS® forms. It is not necessary to attach this Addendum to North Carolina Association of REALTORS® standard form agency agreements as they internally address such disclosure requirements.)

This DUAL AGENCY ADDENDUM hereby modifies the attached agreement dated _____ between:
_____ Harnett County (hereinafter referred to as "Client")
and _____ Avison Young - North Carolina, LLC (hereinafter referred to as "Firm").
The term "Firm" shall sometimes hereinafter include Firm and its individual sales associates, as the sense requires.

The potential for dual agency arises if a buyer/tenant who has an agency relationship with the Firm becomes interested in viewing a property listed with the Firm. The Firm may represent more than one party in the same transaction only with the knowledge and informed consent of all parties for whom the Firm acts.

1. DUAL AGENCY: It is agreed that Firm, acting by and through its individual sales associates, may serve as both Seller/Landlord's agent and Buyer/Tenant's agent in the sale/lease of Seller/Landlord's property to Buyer/Tenant should circumstances creating dual agency arise. In the event Firm serves as a dual agent, the parties agree that without permission from the party about whom the information pertains, Firm shall not disclose to the other party the following information:

- (a) that a party may agree to a price, terms, or any conditions of sale/lease other than those offered;
(b) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
(c) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.

2. FIRM'S DUAL AGENCY ROLE: If Firm serves as agent for both Seller/Landlord and Buyer/Tenant in a transaction, Firm shall make every reasonable effort to represent Seller/Landlord and Buyer/Tenant in a balanced and fair manner. Firm shall also make every reasonable effort to encourage and effect communication and negotiation between Seller/Landlord and Buyer/Tenant. Seller/Landlord and/or Buyer/Tenant understand and acknowledge that:

- (a) Prior to the time dual agency occurs, Firm will act as the exclusive agent of Seller/Landlord and/or Buyer/Tenant;
(b) In those separate roles Firm may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Firm;
(c) Firm is required by law to disclose to Buyer/Tenant and Seller/Landlord any known or reasonably ascertainable material facts.

Seller/Landlord and/or Buyer/Tenant agree Firm shall not be liable to either party for (1) disclosing material facts required by law to be disclosed; and (2) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

3. SELLER/LANDLORD'S AND BUYER/TENANT'S ROLES: Should Firm become a dual agent, Seller/Landlord and/or Buyer/Tenant understand and acknowledge that:

- (a) They have the responsibility of making their own decisions as to what terms are to be included in any purchase and sale agreement or lease between them;
(b) They are fully aware of and understand the implications and consequences of Firm's dual agency role as expressed herein to provide balanced and fair representation of Seller/Landlord and Buyer/Tenant and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative;



- (c) They have determined that the benefits of entering into this dual agency relationship with Firm, acting as agent for them both, outweigh any disadvantages or adverse consequences;
- (d) They may seek independent legal counsel to assist them with the negotiation and preparation of a purchase and sale agreement or lease or with any matter relating to the transaction which is the subject matter of a purchase and sale agreement or lease.

Seller/Landlord and/or Buyer/Tenant agree to indemnify and hold Firm harmless against all claims, damages, losses, expenses or liabilities, other than violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Firm's role as a dual agent. Seller/Landlord and Buyer/Tenant shall have a duty to protect their own interests and should read this agreement and any purchase and sale agreement or lease carefully to ensure that they accurately set forth the terms which they want included in said agreements.

THIS IS INTENDED TO BE A LEGALLY BINDING DUAL AGENCY ADDENDUM THAT MAY ULTIMATELY RESTRICT YOUR LEGAL RIGHTS OR REMEDIES. IF YOU DO NOT UNDERSTAND THIS ADDENDUM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT AN ATTORNEY BEFORE YOU SIGN IT.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

CLIENT:

FIRM:

Individual

Avison Young - North Carolina, LLC
(Name of Firm)

By: _____

Date: _____

Name: John B. Linderman, Jr.

Date: _____

Date: _____

Business Entity

Harnett County, NC
(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

**Board Meeting
Agenda Item**

MEETING DATE: **March 21, 2016**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **2% COLA - Harnett County portion of split funded Cooperative Extension employees' salaries**

REQUESTED BY: **Tyrone Fisher, Director of Harnett County Cooperative Extension**

REQUEST:

Request 2% cost of living increase on the Harnett County portion of the split funded Cooperative Extension employees' salaries. This will be a retroactive adjustment effective 1/1/16.

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:

**Board Meeting
Agenda Item**

MEETING DATE: March 21, 2016

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Contract with Martin Starnes & Associates, CPAs, P.A. to Audit Accounts**

REQUESTED BY: **Kimberly A. Honeycutt, Finance Officer**

REQUEST:

Request approval of Contract with Martin Starnes & Associates, CPAs, P.A., in the amount of \$74,000 to audit County's financial records.

COUNTY MANAGER'S RECOMMENDATION:

CONTRACT TO AUDIT ACCOUNTS

Of Harnett County, NC
Primary Governmental Unit
N/A

Discretely Presented Component Unit (DPCU) if applicable

On this 29th day of February, 2016,

Auditor: Martin Starnes & Associates, CPAs, P.A. Auditor Mailing Address: _____

730 13th Avenue Drive SE, Hickory, NC 28602 Hereinafter referred to as The Auditor

and Board of Commissioners (Governing Board(s)) of Harnett County, NC
(Primary Government)

and N/A: hereinafter referred to as the Governmental Unit(s), agree as follows:
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2015, and ending June 30, 2016. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Circular A-133 for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government*

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

Auditing Standards. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2016. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: **Fees listed on signature pages.**)
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, agreed-upon procedures report, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is <http://nctreasurer.slgfd.leapfile.net>. No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of

Discretely Presented Component Units (DPCU) if applicable
this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #22 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment.

See attached engagement letter.

- 18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
- 19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of October 2015. These instructions are subject to change. Please check the NC Treasurer's web site at www.nctreasurer.com for the most recent instructions.
- 20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
- 21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
- 22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
- 23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW

Contract to Audit Accounts (cont.) Harnett County, NC
Governmental Unit N/A
Discretely Presented Component Units (DPCU) if applicable

Harnett County, NC - FEES
Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] _____

Audit \$63,600

Preparation of the annual financial Statements \$10,400
Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.
The 75% cap for interim invoice approval for this audit contract is \$ 55,500
**** NA if there is to be no interim billing**

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:
Martin Stames & Associates, CPAs, P.A.
Name of Audit Firm
By Amber Y. McGhinnis, Senior Audit Manager
Authorized Audit firm representative name: Type or print
Amber Y. McGhinnis
Signature of authorized audit firm representative
Date February 29, 2016
amcghinnis@martinstames.com
Email Address of Audit Firm

Governmental Unit Signatures:
Harnett County, NC
Name of Primary Government
By Jim Burgin, Chairman
Mayor / Chairperson: Type or print name and title
Signature of Mayor/Chairperson of governing board
Date _____

By N/A
Chair of Audit Committee - Type or print name
N/A **
Signature of Audit Committee Chairperson
Date N/A
**** If Governmental Unit has no audit committee, mark this section "N/A"**

Harnett County, NC
PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)
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. Additionally, the following date is the date this audit contract was approved by the governing body.
By Kimberly A. Honeycutt, Finance Officer
Primary Governmental Unit Finance Officer:
Type or print name
Kimberly
Primary Government Finance Officer Signature
Date _____
(Pre-audit Certificate must be dated.)
khoneycutt@harnett.org
Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a) _____
Chairman

MARCH 21, 2016 APPOINTMENTS NEEDED

ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE

We need three additional members appointed to serve on this committee. Members receive mileage reimbursement as claimed.

HARNETT COUNTY NONPROFIT FUNDING COMMITTEE

We have a vacancy for a District 3 member. Mr. Dan Hickman of Angier has resigned.

HARNETT HEALTH SYSTEM BOARD OF TRUSTEES

The Harnett Health System Board of Trustees recommends the following nominees for appointment to serve on the Harnett Health Systems Board of Trustees:

Dr. Terrill Brown, District 2

Gene Lewis, District 4

Thomas Butler, District 5

HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE

Deangelo Jackson has expressed interest in being appointed to serve on this committee. (application attached)

We currently have four vacancies on this committee.

SANDHILLS CENTER BOARD OF DIRECTORS

We have a vacancy on the Sandhills Center Board of Directors.

SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION

Gordon Springle has expressed interest in being reappointed to serve on this commission.

Shannon Eason

From: Dan Hickman Sr. <DanH@passportdoors.com>
Sent: Thursday, March 03, 2016 9:08 AM
To: Shannon Eason
Cc: Jim
Subject: Re: Nonprofit Funding Meeting- March 3

Shannon,

I will not be attending this meeting, out of town. Between traveling and other commitments, I have not been available to participate, and do not see things changing to allow my participation. This is not fair to the other members, and I ask that you replace me. Thanks for considering me to serve, and I apologize for any inconvenience to you and others.

Sincerely,

Dan Hickman

From: Shannon Eason <season@harnett.org>
Sent: Tuesday, March 1, 2016 1:06 PM
To: bakernc@msn.com; Dan Hickman Sr.; barbara6@embarqmail.com; Joe Miller; Charles Moore; Lucia Turlington; Robert
Cc: Paula Stewart; Joseph Jeffries
Subject: Nonprofit Funding Meeting- March 3

Good afternoon,

Just a reminder of the Nonprofit Committee meeting on **Thursday, March 3, at 3:30 p.m.** at the County Manager's Office.

We received (28) funding request applications to be reviewed.

Please let me know if you will or will not be attending the meeting.

Sincerely,

Shannon Eason
Administrative Assistant
Harnett County Manager's Office
910-814-6374

Gina Wheeler

From: Lee, Bridgitte <blee@harnetthealth.org>
Sent: Tuesday, March 08, 2016 1:32 PM
To: 'Jim Burgin (burginjim@aol.com)'
Cc: Gina Wheeler; Joseph Jeffries
Subject: Harnett Health Board of Trustees nominations

Importance: High



PO Box 1706
Dunn, NC 27834
(910) 997-1000

From the Office of the President and CEO

March 7, 2016

Jim Burgin,
Harnett County Commissioner
P.O. Box 759
Lillington, NC 27546

Dear Mr. Burgin:

This letter is to inform you that the Harnett Health System Board of Trustees made the following nominations at the February 29, 2016 board meeting to fill seats on the Harnett Health Systems Board of Trustees that will expire April 1, 2016.

Nominees to be approved by the Harnett County Board of Commissioners (These are County Commissioner Appointments):

- | | |
|--------------------------|---|
| Dr. Terrill Brown | District 2
Appointed to serve a three year term
Term of Appointment - April 1, 2016 through March 31, 2019 |
| Gene Lewis | District 4
Appointed to serve a three year term
Term of Appointment - April 1, 2016 through March 31, 2019 |
| Thomas Butler | District 5
Appointed to serve a three year term
Term of Appointment - April 1, 2016 through March 31, 2019 |

We appreciate your consideration for approval of the Board's nominees. Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Kevin Jackson".

R. Kevin Jackson
Interim President
Harnett Health System

CC: Heather Williams, HHS Board Chair

Thank you kindly,



Bridgitte T. Lee | Executive Assistant to the President and Secretary to the Corporation | Administration
Harnett Health | P.O. Box 1706 | 800 Tilghman Drive | Dunn, NC 28335
Work 910.892.1000 **ext. 4101** | Fax 910.891.6030
bridgitte.lee@harnetthealth.org

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) or entity and may contain confidential and privileged information. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this communication in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete the original message and any attachments.



APPLICATION TO SERVE ON A BOARD APPOINTED BY THE
HARNETT COUNTY BOARD OF COMMISSIONERS

BOARD: Home And Community Care Block Grant Committee

NAME: DEANGELO JACKSON

ADDRESS: 101 KINGS WAY, ANGIER, NC 27501

VOTING DISTRICT: (Please check district number in which you live):

- District 1, Commissioner McKoy's
- District 2, Commissioner Elmore's
- District 3, Commissioner Burgin's
- District 4, Commissioner Springle's
- District 5, Commissioner Miller's

TELEPHONE: (HOME) 919-331-7967 (WORK) 910-891-2770

PRESENT OCCUPATION: Healthcare Coordinator & Owner of Walk By Faith Adult Health & Day Care

YEARS OF FORMAL EDUCATION: 17 Years

CIVIC AND FRATERNAL ORGANIZATIONS IN WHICH YOU HAVE PARTICIPATED:

CURRENT: Associate Pastor at Mission Temple Free Will Baptist Church; President of Angier LIONS Club. Coach Salvation Army Basketball League, Harnett County ACH Board.

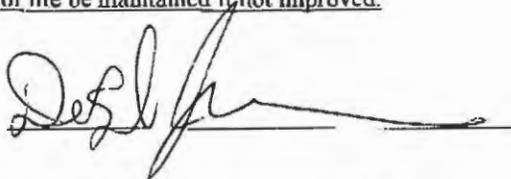
PAST: Coached at Harnett Central High School; Coached Park and Recreation, Angier; Coached Dunn PAL & Lillington PAL

PLEASE TELL WHY YOU WOULD LIKE TO SERVE ON THE ABOVE LISTED BOARD:

I have a concern of the health and well being of citizen of Harnett County, in particular the senior citizen and the disabled. As a retired Licensed Practical Nurse from the Army, I have worked with this group of people for over thirty years. I would like to see their quality of life be maintained if not improved.

DATE: March 5, 2016,

SIGNATURE: _____



FOR OFFICE USE ONLY:

DATE RECEIVED: 3-7-16

DATE FORWARDED TO COUNTY COMMISSIONERS: _____



RECEIVED

MAR - 7 2016

HARNETT COUNTY
MANAGER'S OFFICE

SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION

Serving Southeastern North Carolina Since 1968

BOARD OF DIRECTORS

Gary Lanier
Chairman
Columbus County

Chuck Heustess
Vice Chairman
Bladen County

Randall Johnson
Secretary/Treasurer
New Hanover County

Michael DiTullo
Brunswick County

Amy Cannon
Cumberland County

Carnell Robinson
Harnett County

Linda Revels
Hoke County

Demetrice Keith
Pender County

Martie Butler
Richmond County

Jerry Stephens
Robeson County

John Swope
Sampson County

Kevin Patterson
Scotland County

February 25, 2016

Mr. Joseph Jeffries
County Manager
County of Harnett
PO Box 759
Lillington, NC 27456

Re: SEDC Board Appointment – Mr. C. Gordon Springle

Dear Mr. Jeffries:

The term of Mr. C. Gordon Springle on the Southeastern Economic Development Commission (SEDC) Board of Directors expired on January 1, 2016. Mr. Springle has been representing Harnett County serving as an elected official on the full board of the Commission.

In order to insure that Harnett County has adequate representation on our Board at all times, we are requesting that your Board of Commissioners reappoint Mr. Springle for a four-year term to end on January 1, 2020.

Once action has been taken, please notify this office in writing. Should there be questions, please call me at (910) 862-6985, Ext. 32. Thank you.

Sincerely,

Pamela H. Bostic
Executive Director

Cc: C. Gordon Springle
540 Tippet Road
Angier, NC 27501

EXECUTIVE DIRECTOR
Pamela H. Bostic



RECEIVED

MAR - 7 2016

HARNETT COUNTY
MANAGER'S OFFICE

SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION

Serving Southeastern North Carolina Since 1968

BOARD OF DIRECTORS

Gary Lanier
Chairman
Columbus County

Chuck Heustess
Vice Chairman
Bladen County

Randall Johnson
Secretary/Treasurer
New Hanover County

Michael DiTullo
Brunswick County

Amy Cannon
Cumberland County

Carnell Robinson
Harnett County

Linda Revels
Hoke County

Demetrice Keith
Pender County

Martie Butler
Richmond County

Jerry Stephens
Robeson County

John Swope
Sampson County

Kevin Patterson
Scotland County

February 25, 2016

Mr. Joseph Jeffries
County Manager
County of Harnett
PO Box 759
Lillington, NC 27456

Re: SEDC Board Appointment – Mr. Carnell Robinson

Dear Mr. Jeffries:

The term of Mr. Carnell Robinson on the Southeastern Economic Development Commission (SEDC) Board of Directors will expire on March 31, 2016. Mr. Robinson has been representing Harnett County serving as a minority representative on the full board of the Commission. He also serves on the Executive Committee of the Board.

In order to insure that Harnett County has adequate representation on our Board at all times, and that the Commission meets minority representation requirements imposed by current legislation, we are requesting that your Board of Commissioners reappoint Mr. Robinson for a four-year term to end on March 31, 2020.

Once action has been taken, please notify this office in writing. Should there be questions, please call me at (910) 862-6985, Ext. 32. Thank you.

Sincerely,

Pamela H. Bostic
Executive Director

Cc: Carnell Robinson
904 North Layton Avenue
Dunn, NC 28334

EXECUTIVE DIRECTOR
Pamela H. Bostic

**Board Meeting
Agenda Item**

MEETING DATE: **March 21, 2016**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Public Hearing-Proposed Zoning Change-Harriet Marshall & Vivian Clark Chance, et al**

REQUESTED BY: **Mark Locklear, Director of Development Services**

REQUEST:

Public Hearing:

Proposed Zoning Change: Case # RZ-16-04; Landowner/Applicant: Harriet Marshall & Vivian Clark Chance, et al / Erwin McNeill, Harold Gilchrist, The Smith Heirs, etc. 12.7 +/- acres out of a 27.17 acre tract; Pin # 9594-35-2653; From RA-20R to Commercial; NC Hwy 24/87; Anderson Creek Township.

The Planning Department Staff recommended approval of the request to rezone a 12.7 +/- acres out of a 27.17 acre tract from RA-20R to Commercial Zoning District. Staff concluded it would not have an unreasonable impact on the surrounding community and will maintain the public health, safety, and general welfare of the surrounding area.

On February 1, 2016, the Harnett County Planning Board voted unanimously (5-0) to recommend approval of this Rezoning application based on the compatibility to the surrounding properties as well as adjacent zoning district.

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:



REZONING STAFF REPORT

Case: 16-04

Jay Sikes, Mgr of Planning Services
jsikes@harnett.org

Phone: (910) 893-7525 Fax: (910) 814-8278

Planning Board: February 1, 2016 County Commissioners: March 21, 2016
Requesting a Rezoning from RA-20R to Commercial

Applicant Information

Owner of Record:

Name: Harriet Marshall 1/8, & Vivian Clark
Chance 1/8, Et al

Address: Hwy NC 24/ 87

City/State/Zip: Cameron, NC

Applicant:

Name: Vivian Chance, Erwin McNeil, Harold
Gilchrist, Thelene Smith, and heirs

Address: 6 Longleaf Cr

City/State/Zip: Cameron, NC 28326

Property Description

PIN(s): 9594-35-2653

Acreeage: ~12.7 acres
of 25.8

Address/SR No.: Hwy 24/87

Township:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> (01) Anderson Creek | <input type="checkbox"/> (05) Buckhorn | <input type="checkbox"/> (09) Johnsonville |
| <input type="checkbox"/> (02) Averasboro | <input type="checkbox"/> (06) Duke | <input type="checkbox"/> (10) Lillington |
| <input type="checkbox"/> (03) Barbecue | <input type="checkbox"/> (07) Grove | <input type="checkbox"/> (11) Neill's Creek |
| <input type="checkbox"/> (04) Black River | <input type="checkbox"/> (08) Hectors Creek | <input type="checkbox"/> (12) Stewart's Creek |
| | | <input type="checkbox"/> (13) Upper Little River |

Vicinity Map



Physical Characteristics



Aerial Photograph

Site Description: The site is currently wooded, and located adjacent to the new Wal Mart shopping area.

Surrounding Land Uses: Surrounding land uses include single family residential homes & residential subdivisions, undeveloped and Federally owned land. A variety of commercial development is within close proximity as well as.

Services Available (Utilities may have to be upgraded and/or extended to complete services at this site)

Water:

- Public (Harnett County)
- Private (Well)
- Other: Unverified

Sewer:

- Public (Harnett County)
- Private (Septic Tank)
- Other: unverified

Transportation: Hwy 87

Corridor

Annual Daily Traffic Count:

34,000 trips per day

Site Distances: Good

Zoning District Compatibility

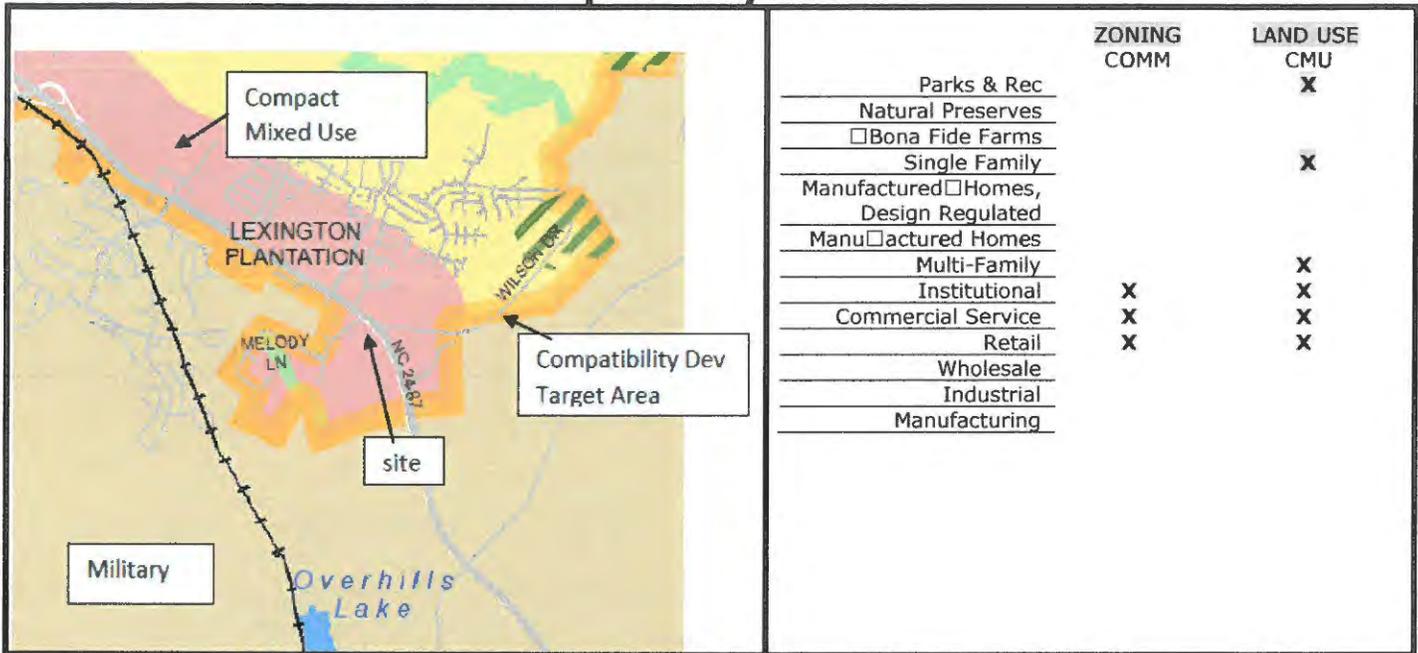
The following is a summary list of general uses, for actual permitted uses refer to the Zoning Ordinance.



Zoning Map

	CURRENT RA-20R	REQUESTED COMM
Parks & Rec	X	
Natural Preserves	X	
Bona Fide Farms	X	
Single Family	X	
Manufactured Homes, Design Regulated		
Manufactured Homes	X	
Multi-Family		
Institutional		X
Commercial Services		X
Retail		X
Wholesale		
Industrial		
Manufacturing		

Land Use Classification Compatibility



Future Land Use Map

Additional Information

As required for all zoning changes, within a five mile radius of Fort Bragg, RLUAC (Regional Land Use Advisory Commission) was contacted, and did not have any comments.

On February 1st, the Harnett County Planning Board voted unanimously (5-0) to recommend approval of this Rezoning application based on the compatibility to the surrounding properties as well as adjacent zoning district.

Evaluation

- Yes No The IMPACT to the adjacent property owners and the surrounding community is reasonable, and the benefits of the rezoning outweigh any potential inconvenience or harm to the community.
REASONING: In the vicinity of the subject property, non-residential development has progressed at a stable pace. The requested zoning change to Commercial will not have a negative impact on the surrounding properties or the community as it is similar in nature to certain existing zoning districts in the area.
- Yes No The requested zoning district is COMPATIBLE with the existing Land Use Classification.
REASONING: The requested zoning is compatible with the existing Land Use classification of Compact Mixed Use. The Compact Mixed activity centers are "growing areas of the county". They encourage a different combination of uses such as: commercial, civic, institutional, as well as single family and multi-family developments.
- Yes No The proposal does ENHANCE or maintain the public health, safety and general welfare.
REASONING: The proposed commercial zoning is more appropriate for this site due to properties to the North and South zoned commercial as well as the adjacent property. The proposed zoning would enhance the public health and general welfare.

Yes No The request is for a **SMALL SCALE REZONING** and should be evaluated for reasonableness

REASONING: This request does not need to be evaluated for a small scale rezoning, due to the property's size as well as it being adjacent to the proposed zoning district.

Suggested Statement-of-Consistency (Staff concludes that...)

The requested rezoning to **Commercial** is compatible with Harnett County regulatory documents and would not have an unreasonable impact on the surrounding community and will enhance the public health, safety, and general welfare for the reasons stated in the evaluation. It is recommended that this rezoning request be **APPROVED**.

Site Photographs



Subject Property



Subject Property



Hwy 87 views
PUBLIC HEARING



Hwy 87 views

Attachments

- Original Rezoning Application
- Justification Statement

**Board Meeting
Agenda Item**

MEETING DATE: **March 21, 2016**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Public Hearing-Proposed Text Amendment**

REQUESTED BY: **Mark Locklear, Director of Development Services**

REQUEST:

Public Hearing:

Proposed Text Amendment:

Harnett County Unified Development Ordinance

Article V (Use Regulations)

Section 1.2 (Table of Use Types and Regulations)

This proposed text amendment is to allow Recycling & Solid Waste Convenient Sites as a Conditional Use within the Office & Institutional and RA-40 zoning districts.

After a discussion at their March 7, 2016 meeting, the Harnett County Planning Board voted unanimously (5-0) to recommend approval of this proposed Text Amendment.

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:

ATTACHMENT 1

ADD the following to Article V "Use Regulations"

Harnett County Unified Development Ordinance Use Table 1.2 Table of Use Types & Regulations

	IND	LI	COMM	O&I	CONS	RA-40	RA-30	RA-20R	RA-20M	PARKING	USE GROUP LEVEL	BUILDING CODE CLASS
Retail Sales, Outdoor (primarily outside of an enclosed building)	P*	P*	P*							1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	3	M
Shopping Center		P*	P*							1 per 2000 sq. ft.	3	
Sexually-Oriented Business (bookstore, motion picture, nightclub)	C*									1 per 300 sq. ft.	4	
Vehicle Services												
Automobile Repair Facility	P*	P*	P*	C*		C*	C*	C*	C*	3 per bay + 1 per employee	3	S
Car Wash	P*	P*	P*	C*		C*	C*	C*	C*	1 per employee + 1 per 2000 sq. ft.	3	
Parking Lot	P	P	P	P				C	C		3	
Repossession Storage Facility (repat lot)	P*	C*	C*							1 per 2000 sq. ft.	4	
Vehicle Sales, Leasing, & Rental		C*	P*							1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	3	B
INDUSTRIAL USES												
Existing Industrial Uses Applying for Permits to Expand			C				C	C	C	As required by underlying use	4	
Alternative Energy												
Ethanol Diesel & Biofuel Production	C*	C*								1 per 2 employees (largest shift)	4	II
Solar Energy Facility	P*	P*				C*	C*	C*	C*	1 per 2 employees (largest shift)	4	
Wind Energy Facility	P*	P*				C*	C*	C*	C*	1 per 2 employees (largest shift)	4	
Manufacturing												
Manufacturing, Fertilizer	C*									1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	4	II
Manufacturing, General	P*	C*								1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	4	
Manufacturing, Light	P*	P*	P*	P*						1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	4	
Research Laboratory & Development	P	P	P	P						1 per 2 employees (largest shift) OR 1 per 500 sq. ft.		
Warehousing & Freight Handling												
Assembling, Processing Industries, Wholesale, & Warehouse	P*	P*	C*	P*						1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	4	
Distribution Center	P*	C*	C*							1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	4	S
Storage, Recreational Vehicle & Travel Trailer						P*	P*	P*	P*	see Office, if applicable	3	
Storage, Self Mini-Warehouse	P*	P*	P*				C*	C*	C*	see Office, if applicable	3	S
Wholesale Trade												
Wholesale Storage of Gasoline or Bulk Terminal Plants	C*									1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	4	II-3
Waste Related												
Recycling Collection Centers (unmanned)	P*	P*	P*	P*		P*	P*	P*	P*	1 per unit	1	
Recycling Collection Centers & Solid Waste Container Sites (manned)	P	P		C		C	C	C	C	1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	4	
Recycling Plant	P	C	C							1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	4	
Solid Waste Disposal	C*	C*	C*			C*	C*	C*	C*	1 per 2 employees (largest shift)	4	

Board Meeting Agenda Item

MEETING DATE: **March 21, 2016**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Public Hearing-Proposed Text Amendments**

REQUESTED BY: **Mark Locklear, Director of Development Services**

REQUEST:

Public Hearing:

Proposed Text Amendment:

Harnett County Unified Development Ordinance

Article IV (Zoning & Overlay Districts)

Section 14.1.10 (Building Height, Required)

Section 14.3.5 (Compatibility Design Concept Table)

Article V (Use Regulations)

Section 1.2 (Table of Use Types and Regulations)

Section 3.2.1 (Multifamily Residential Development: General Regulations)

Section 8.2.3 (Manufacturing, Light)

Section 11.8.3 (Planned Unit Development Design Guidelines)

Article VII Development Design Guidelines

Section 4.0 (Sidewalk Standards)

This proposed text amendment is to update the U.D.O. with the current Land Use classifications as listed in new Comprehensive Land Use Plan.

After a discussion at their March 7, 2016 meeting, the Harnett County Planning Board voted unanimously (5-0) to recommend approval of these proposed Text Amendments.



TEXT AMENDMENT REQUEST FORM (Internal)

Planning Department
108 E. Front Street

P.O. Box 65, Lillington, NC 27546

Phone: (910) 893-7525 Fax: (910) 893-2793

Applicant Information

Applicant:

Name: Harnett Development Services

Address: 108 E Front St

City/State/Zip: Lillington NC, 27546

E-mail:

Phone: 893-7525

Fax:

Type of Change

New Addition Revision

Unified Development

Ordinance: Ordinance

Articles: V; VII

Sections: 14.1.10, 14.3.5;
1.2,3.21.,8.23.,11.8.3

Current Text:

See attached

Proposed Text: (Attach additional sheets if necessary)

See attached

Reason for Requested Change:

To update Harnett County's U.D.O. to include the newly adopted Land Use classifications and language.

Additional Information

After a discussion at their March 7th meeting, the Harnett County Planning Board (Jason Lemons motioned, seconded by Cris Nystom, Kathy Wood, Stanley Price, & Jay Smith) voted unanimously to recommend approval of this proposed Text Amendment.

Suggested Statement-of-Consistency: (Staff concludes that...)

The requested Text Amendment is compatible with Harnett County regulatory documents specifically the County's adopted Comprehensive Land Use Plan. Therefore, it is recommended that this Text Amendment request be **APPROVED**.

ADD/ AMEND the following to....

ARTICLE IV. ZONING & OVERLAY DISTRICTS

Section 14.1.10 Building Height, Required

The maximum height of any structure shall be the same as required by the underlying zoning district unless otherwise stated herein. Buildings located within the ~~Municipal Growth, Rural Development Node, Rural Center, Employment Mixed Use,~~ or Compact Mixed Use Land Use Classifications are exempt from the district height requirement if they conform to the following:

- A. Highest point of the building shall not exceed 85 feet.
- B. Fire Code Official shall certify that the building is designed and equipped to provide adequate fire protection. All buildings that exceed maximum building height of 35 feet shall provide automatic sprinkler system in accordance with the North Carolina State Building Code.

Section 14.3.2 Land Use Classes

The Land Use Classifications listed herein shall coincide with the Harnett County Land Use Plan. Definitions of said classifications and further information shall be found in the Harnett County Land Use Plan.

- ~~A. MG: Municipal Growth Land Use Class~~
- ~~B. RDN: Rural Development Node Land Use Class~~
- ~~C. CMU: Company Mixed Use Land Use Class~~
- ~~D. MDR: Medium Density Residential Land Use Class~~
- ~~E. LDR: Low Density Residential Land Use Class~~
- ~~F. ALDR: Agricultural / Low Density Residential Land Use Class~~

- A. PA: Protected Areas
- B. ESA: Environmentally Sensitive Areas
- C. CDTA: Compatibility Development Target Areas
- D. MCB: Military Corridor Buffer
- E. ARR: Agricultural and Rural Residential
- F. LDR: Low Density Residential
- G. MDR: Medium Density Residential
- H. RC: Rural Centers
- I. CMU: Compact Mixed Use
- J. EMU: Employment Mixed Use

Section 14.3.5 Compatibility Design Concept Table

Section 14.3.5
Compatibility Design
Concept Table

	LOT WIDTH	FRONT YARD	REAR YARD	SIDE YARD	CORNER SIDE YARD	OPEN SPACE	STREET TREES	SIDEWALKS & CURB & GUTTER	SPRINKLER SYSTEM	PUBLIC UTILITIES	STREET PAVEMENT WIDTH	REQUIRED PERIMETER BUFFER
RA-40 Zoning												
LAND USE CLASS: MG, RDN, CMU, MDR, LDR, ALDR, LD, MDR, RC, CMU, EMU, ARR, ESA, PA												
≥40,000 sq. ft. minimum lots	150'	35'	25'	10'	20'	0%	-	-	-	-	-	-
≥35,000 sq. ft. minimum lots	150'	35'	25'	10'	20'	0%	-	-	-	1	-	-
≥28,000 sq. ft. minimum lots	100'	35'	25'	10'	20'	10%	-	-	-	1	-	-
LAND USE CLASS: MG, RDN, CMU, MDR, MDR, RC, CMU, EMU												
≥21,000 sq. ft. minimum lots	100'	35'	25'	10'	20'	20%	-	-	-	1	-	-
≥17,500 sq. ft. minimum lots	80'	35'	20'	10'	10'	30%	-	-	-	1	-	-
LAND USE CLASS: MG, RDN, CMU, MDR, RC, CMU, EMU												
≥14,000 sq. ft. minimum lots	80'	30'	20'	10'	20'	40%	✓	✓	-	2	-	-
RA-30 Zoning												
LAND USE CLASS: MG, RDN, CMU, MDR, LDR, ALDR, LD, MDR, RC, CMU, EMU, ARR, ESA, PA												
≥30,000 sq. ft. minimum lots	100'	35'	25'	10'	20'	0%	-	-	-	-	-	-
≥25,000 sq. ft. minimum lots	100'	35'	25'	10'	20'	0%	-	-	-	1	-	-
≥20,000 sq. ft. minimum lots	80'	35'	20'	10'	20'	10%	-	-	-	1	-	-
LAND USE CLASS: MG, RDN, CMU, MDR, MDR, RC, CMU, EMU												
≥15,000 sq. ft. minimum lots	80'	30'	20'	10'	20'	20%	✓	✓	-	1	-	-
≥12,500 sq. ft. minimum lots	70'	25'	20'	10'	20'	30%	✓	✓	-	2	29'	-
LAND USE CLASS: MG, RDN, CMU, MDR, RC, CMU, EMU												
≥10,000 sq. ft. minimum lots	70'	20'	15'	10'	15'	40%	✓	✓	-	2	29'	-
RA-20R(M) Zoning												
LAND USE CLASS: MG, RDN, CMU, MDR, LDR, ALDR, LD, MDR, RC, CMU, EMU, ARR, ESA, PA												
≥20,000 sq. ft. minimum lots	80'	35'	25'	10'	20'	0%	-	-	-	-	-	-
≥15,000 sq. ft. minimum lots	80'	30'	20'	10'	20'	0%	✓	✓	-	1	-	-
≥12,000 sq. ft. minimum lots	70'	25'	20'	10'	20'	10%	✓	✓	-	2	29'	-
LAND USE CLASS: MG, RDN, CMU, MDR, MDR, RC, CMU, EMU												
≥9,000 sq. ft. minimum lots	70'	20'	15'	5'	15'	20%	✓	✓	-	2	29'	-
≥7,500 sq. ft. minimum lots	70'	20'	15'	5'	15'	30%	✓	✓*	-	2	29'	✓
LAND USE CLASS: MG, RDN, CMU, RC, CMU, EMU												
≥6,000 sq. ft. minimum lots	60'	15'	10'	5'	15'	40%	✓	✓*	✓	2	29'	✓

- OPTIONAL

✓ REQUIRED

1 PUBLIC WATER OR SEWER

2 PUBLIC WATER AND SEWER

ARTICLE V. USE REGULATIONS

3.1 Multifamily Residential

3.2.1 Multifamily Residential Development: General Regulations

The following regulations shall apply to all Apartment Development, Condominium Development, Duplex Development, Multifamily Development (other), and Townhome Development.

- A. Multifamily residential development shall be permitted in ~~Municipal Growth Boundary, Rural Development Node, Rural Center, Employment Mixed Use~~, and Compact Mixed Use Land Use Classifications, and shall require a conditional use permit in all other Land Use Classifications.

8.1 Manufacturing

8.2.3 Manufacturing, Light

Subject to the following requirements:

LAND USE	MAXIMUM LOT AREA
Agricultural & Low Density Rural Residential	No Greater Than 15 Acres
Low Density Residential	No Greater Than 15 Acres
Medium Density Residential	No Greater Than 15 Acres
Compact Mixed Use Employment Mixed Use	No Greater Than 15 Acres
Rural Development Node	N/A
Municipal Growth Boundary Protected Areas, Environmentally Sensitive Areas, Compact Mixed Use, Rural Center,	N/A

11.8 Planned Unit Development

11.8.3 Design Guidelines

A. Minimum Dimensional & Amenity Requirements

3. Multifamily Uses

	OPEN SPACE	STREET PAVEMENT WIDTH	CUL-DE-SAC PAVEMENT RADII	STREET TREES	CURB & GUTTER	SIDEWALKS	REAR LOT PARKING DESIGN	ACCESS TO PUBLIC TRANSPORTATION	LOCATION WITHIN 46-REMU OR CMU
≥9 units per acre	10%	-	-	-	✓	✓	-	-	-
≥12 units per acre	20%	-	-	-	✓	✓	-	-	-
≥15 units per acre	30%	29'	50'	✓	✓	✓	-	-	-
≥18 units per acre	40%	29'	50'	✓	✓	✓	✓	✓	✓
≥21 units per acre	40%	29'	50'	✓	✓	✓	✓	✓	✓

ARTICLE VII. DEVELOPMENT DESIGN GUIDELINES

SECTION 4.0 SIDEWALK STANDARDS

Sidewalks shall be installed in accordance with the Compatibility Development Concept, as required by use regulations for specific uses, in nonresidential development located within the **Municipal Growth Boundary Employment Mixed Use** and Compact Mixed Use Classifications identified by the Harnett County Land Use Plan, or as otherwise stated herein. Sidewalks required by this Ordinance shall be designed and constructed in accordance with the following standards:



TEXT AMENDMENT REQUEST FORM (Internal)

Planning Department
108 E. Front Street

P.O. Box 65, Lillington, NC 27546

Phone: (910) 893-7525 Fax: (910) 893-2793

Applicant Information

Applicant:

Name: Harnett County Development Services/
Solid Waste

Address: 108 E Front St

City/State/Zip: Lillington NC, 27546

E-mail:

Phone: 893-7525

Fax:

Type of Change

New Addition Revision

Unified Development

Ordinance: **Ordinance**

Article: **V**

Section: **1.2**

Current Text:

See attached

Proposed Text: (Attach additional sheets if necessary)

See attached

Reason for Requested Change:

To add into Harnett County's U.D.O. a Recycling & Solid Waste convenient site to exist, via a Conditional Use Permit, within Office & Institutional (O&I) and RA-40 zoning districts.

Additional Information

After a discussion at their November 2nd meeting, the Harnett County Planning Board (Jay Smith motioned, seconded by Jason Lemons, Cris Nystom, Kathy Wood, & Stanley Price) voted unanimously to recommend approval of this proposed Text Amendment.

Suggested Statement-of-Consistency: (Staff concludes that...)

The requested Text Amendment is compatible with Harnett County regulatory documents, and the benefits outweigh any potential inconvenience or harm to the community, particularly since a Conditional use Permit would be required. Therefore, it is recommended that this Text Amendment request be **APPROVED**.

ATTACHMENT 1

ADD the following to Article V "Use Regulations"

Harnett County Unified Development Ordinance Use Table 1.2 Table of Use Types & Regulations

	IND	LI	COMM	O&I	CONS	RA-40	RA-30	RA-20R	RA-20M	PARKING	USE GROUP LEVEL	BUILDING CODE CLASS
Retail Sales, Outdoor (primarily outside of an enclosed building)	P*	P*	P*							1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	3	M
Shopping Center		P*	P*							1 per 200 sq. ft.	3	
Sexually-Oriented Business (bookstore, motion picture, nightclub)	C*									1 per 300 sq. ft.	4	
Vehicle Services												
Automobile Repair Facility	P*	P*	P*	C*		C*	C*	C*	C*	3 per bay + 1 per employee	3	S
Car Wash	P*	P*	P*	C*		C*	C*	C*	C*	1 per employee + 1 per 200 sq. ft.	3	
Parking Lot	P	P	P	P				C	C		3	
Repossession Storage Facility (reput lot)	P*	C*	C*							1 per 200 sq. ft.	4	
Vehicle Sales, Leasing, & Rental		C*	P*							1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	3	B
INDUSTRIAL USES												
Existing Industrial Uses Applying for Permits to Expand			C				C	C	C	As required by underlying use	4	
Alternative Energy												
Ethanol Diesel & Biofuel Production	C*	C*								1 per 2 employees (largest shift)	4	II
Solar Energy Facility	P*	P*				C*	C*	C*	C*	1 per 2 employees (largest shift)	4	
Wind Energy Facility	P*	P*				C*	C*	C*	C*	1 per 2 employees (largest shift)	4	
Manufacturing												
Manufacturing, Fertilizer	C*									1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	4	II
Manufacturing, General	P*	C*								1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	4	
Manufacturing, Light	P*	C*	P*	P*						1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	4	
Research Laboratory & Development	P	P	P	P						1 per 2 employees (largest shift) OR 1 per 500 sq. ft.		
Warehousing & Freight Handling												
Assembling, Processing Industries, Wholesale, & Warehouse	P*	P*	C*	P*						1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	4	
Distribution Center	P*	C*	C*							1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	4	S
Storage, Recreational Vehicle & Travel Trailer						P*	P*	P*	P*	see Office, if applicable	3	
Storage, Self Mini-Warehouse	P*	P*	P*				C*	C*	C*	see Office, if applicable	3	S
Wholesale Trade												
Wholesale Storage of Gasoline or Bulk Terminal Plants	C*									1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	4	II-3
Waste Related												
Recycling Collection Centers (unmanned)	P*	P*	P*	P*		P*	P*	P*	P*	1 per unit	1	
Recycling Collection Centers & Solid Waste Container Sites (manned)	P	P		C		C	C	C	C	1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	4	
Recycling Plant	P	C	C							1 per 2 employees (largest shift) OR 1 per 500 sq. ft.	4	
Solid Waste Disposal	C*	C*	C*			C*	C*	C*	C*	1 per 2 employees (largest shift)	4	

LEGAL

LEGAL

STATE OF NORTH CAROLINA
to exhibit the same to the below named Executrix on or before the 17th day
of May, 2016 or this notice will be pleaded in bar of their recovery. All
persons, firms and corporations indebted to the estate should make
immediate payment.

This the 17th day of February, 2016

Keli E. Byrd
115 Heatherstone Ct.
Benson, NC 27504

McLeod Law Firm

NOTICE OF PUBLIC HEARING

The Board of Commissioners (the "Board") of the County of Harnett, North Carolina (the "County") is considering (1) entering into an installment financing contract in an amount not to exceed \$2,200,000 (the "Contract") to finance all or a portion of the projects identified as eligible "Qualified School Construction Bond projects" in the resolution of the Harnett County Board of Education adopted on December 7, 2015 (the "School Board Resolution") including improvements at Coats Elementary School, Coats-Erwin Middle School, Harnett Central High School, Harnett Central Middle School, LaFayette Elementary School, Lillington-Shawtown Elementary School, Overhills High School, Triton High School, Western Harnett High School and Western Harnett Middle School (collectively, the "Projects") and (2) executing and delivering a deed of trust, security agreement and fixture filing (the "Deed of Trust") related to all or a portion of the County's fee simple interest in the real property on which LaFayette Elementary School is located, together with the improvements thereon (collectively, the "Premises"), as may be required by the entity providing the funds to the County under the Contract.

LaFayette Elementary School is located at 108 LaFayette School Road, Fuquay-Varina, North Carolina 27526. The Premises identified above would be mortgaged under the Deed of Trust. On the County's payment of all installment payments due under the Contract, the Deed of Trust and any lien created thereunder would terminate and the County's title to the Premises would be unencumbered.

NOTICE IS HEREBY GIVEN, pursuant to Sections 160A-20 of the General Statutes of North Carolina, that on March 21, 2016 at 7:00 p.m. in the County Commissioners' Meeting Room, Harnett County Administration Building, 102 East Front Street, Lillington, North Carolina, a public hearing will be conducted concerning the approval of the execution, delivery and performance of the Contract and the Deed of Trust and the Projects to be financed thereby. All interested parties are invited to present comments at the public hearing regarding the execution, delivery and performance of the Contract and the Deed of Trust and the Projects to be financed thereby.

/s/ Margaret Regina Wheeler
Clerk to the Board of Commissioners
County of Harnett, North Carolina
3/9/16

LEGAL

LEGAL

STATE OF NORTH CAROLINA

May, 2016 or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to the estate should make immediate payment.

This the 2nd day of March, 2016

Donna L. Ferguson
606 E. Vance Street
Dunn, NC 28334
3/2,9,16,23/2016

NOTICE OF PUBLIC HEARING

At its meeting on March 7, 2016, the Board of Commissioners (the "Board") of the County of Harnett, North Carolina (the "County"), adopted a resolution which:

1. Authorized the County to either:
 - (a) execute and deliver an amendment (the "Amendment") to an Installment Purchase Contract dated as of February 1, 2009 (the "Prior Contract" and collectively with the Amendment, the "2009 Contract") in order to refinance a portion of the County's installment financing obligations thereunder, or
 - (b) execute and deliver a new installment financing contract (the "New Contract") to refinance all of the County's installment financing obligations under the Prior Contract.

2. Authorized the County, should it proceed with the New Contract, to proceed to enter into a deed of trust, security agreement and fixture filing (the "New Deed of Trust") under which the County will grant a lien on in the real property on which either Boone Trail Elementary School or Harnett Central High School are located and all improvements thereon, as security for the New Contract. Boone Trail Elementary School is located at 1425 Adcock Rd, Lillington, NC 27546. Harnett Central High School is located at 2911 Harnett Central Rd, Angier, NC 27501.

If the County proceeds with the New Contract, either Boone Trail Elementary School or Harnett Central High School will be mortgaged under the New Deed of Trust. If the County proceeds with the Amendment, the obligations under the 2009 Contract will be secured by a Deed of Trust dated as of February 1, 2009 (the "Existing Deed of Trust") on both Boone Trail Elementary School and Harnett Central High School.

On payment by the County of all installment payments due under either the 2009 Contract or the New Contract, the corresponding deed of trust and any lien created thereunder will terminate and the County's title to any properties mortgaged thereunder will become unencumbered.

NOTICE IS HEREBY GIVEN, pursuant to Sections 160A-20 of the General Statutes of North Carolina, that on March 21, 2016 at 7:00 p.m. in the County Commissioners' Meeting Room, Harnett County Administration Building, 102 East Front Street, Lillington, North Carolina, a public hearing will be conducted concerning the approval of the execution, delivery and performance of either (a) the Amendment and the projects to be refinanced thereby or (b) the New Contract and the New Deed of Trust and the projects to be refinanced thereby. All interested parties are invited to present comments on either of the options referenced above at the public hearing.

/s/ Margaret Regina Wheeler
Clerk to the Board of Commissioners
County of Harnett, North Carolina
3/9/16

**Board Meeting
Agenda Item**

MEETING DATE: March 21, 2016

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **2016 Refinancing of 2009 COPS, \$29,075,000 – Bank Award**

REQUESTED BY: **Kimberly A. Honeycutt, Finance Officer**

REQUEST:

Request that the Harnett County Board of Commissioners approve awarding the refinancing of the 2009 Certificates of Participation (COPS) to Regions Bank. During a request for proposals, Regions submitted an interest rate of 2.20%. The proposed refinancing will save the County an approximated \$1,858,664 in interest.

COUNTY MANAGER'S RECOMMENDATION:

Harnett County Department of Public Health Agenda Item 14
Activities Summary

July 1, 2015 - June 30, 2016	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL	AVG.
Front Desk - Check-in Appointments	986	1155	1321	1280	1054	955	905	996					8652	1082
Health Clinics														
Adult Women Wellness Clinic	3	2	2	2	3	1	1	2					16	2
Care Coordination for Children (CC4C)	233	240	251	293	207	330	320	315					2189	273.6
Child Health - Sick Clinic	81	202	150	157	143	144	131	137					1145	143.1
Child Health - Well Clinic	114	96	158	81	82	66	67	100					764	95.5
County Employee Health Clinic	113	98	131	144	132	196	182	159					1155	144.4
Family Planning	146	128	144	116	131	128	98	127					1018	127.3
General Clinic -(BP, BS, Chol., etc.)	6	0	0	0	0	0	0	0					6	0.75
Immunizations	209	339	338	409	209	196	218	100					2018	252.3
Maternity (Prenatal Clinic)	159	178	212	232	194	213	196	178					1562	195.3
OB Care Management (OBCM)	285	270	277	246	322	300	285	292					2277	284.6
Postpartum Home Visits	2	3	2	5	5	3	5	6					31	3.875
Refer/Repeat Pap	0	0	0	0	0	0	0	1					1	0.125
STD Services	121	107	110	96	87	104	84	97					806	100.8
TB Services	206	185	265	204	187	94	173	159					1473	184.1
Welcome Baby Home Visits	2	4	2	5	5	3	5	6					32	4
Total Services	1680	1852	2042	1990	1707	1778	1765	1679	0	0	0	0	14493	2070
Reportable Disease Cases														
Tuberculosis	0	0	0	0	0	1	0	2					3	0.429
HIV - (Quarterly report)	X	X	1	X	X		X	X					1	1
AIDS - (Quarterly report)	X	X	0	X	X		X	X					0	0
SYPHILIS - (Quarterly report)	X	X	8	X	X		X	X					8	8
OTHER STD's	53	46	65	55	45	68	57	51					440	62.86
Other (salmonella, campylobacter, etc)	5	4	10	10	3	9	8	3					52	7.429
Total Services	58	50	84	65	48	78	65	56	0	0	0	0	504	63
Health Education														
Outreach	131	565	383	453	529	321	186	523					3091	386.4
Laboratory Clients														
Laboratory Tests	705	757	890	733	722	631	588	685					5711	713.9
HIV Tests	1424	1508	1820	1531	1485	1286	1322	1356					11732	1467
WIC Active Participation	238	220	300	219	274	165	169	225					1810	226.3
Total Services	2988	2973	3041	3073									12075	3019
Vital Statistics														
Births	49	38	45	47	49	50	41	43					362	45.25
Deaths	74	47	47	66	58	56	63	46					457	57.13
Environmental Health														
# of Improvement Apps Confirmed	47	39	37	35	33	39	32	26					288	36
Number of Permits Issued	30	40	29	32	40	31	27	33					262	32.75
Number of Completions	36	35	28	22	33	32	23	43					252	31.5
Number of Existing Permits	23	20	16	11	22	11	30	23					156	19.5
Repair Permits Issued	6	4	2	4	1	10	5	10					42	5.25
Permits Denied	0	0	0	0	1	0	0	0					1	0.125
Food and Lodging														
Establishments Inspect'd/Reinspected	52	63	117	69	78	61	87	69					596	74.5
Visits / Critical Violations Verification	51	59	51	31	36	26	48	38					340	42.5
Private Water Supplies														
Applications Received	2	3	3	1	5	1	4	1					20	2.5
Home Health														
Current Patient Caseload	107	111	109	105	115	105	113	101					866	108.3
Admissions	27	41	44	40	44	38	41	37					312	39
Discharges	20	29	40	39	28	37	31	30					254	31.75
Skilled Nursing Visits Made	279	283	336	312	326	318	267	293					2414	301.8
Home Health Aide Visits Made	3	14	19	33	14	15	24	30					152	19
Speech Therapy Visits Made	6	3	2	1	0	5	0	7					24	3
Physical Therapy Visits Made	188	181	234	219	207	187	157	217					1590	198.8
Occupational Therapy Visits Made	15	31	32	43	25	37	40	43					266	33.25

updated 3/09/2016

Board of Education Financials

Dec. 2015

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REPORT ID: FINANCE

FINANCIAL REPORT

PAGE 1
MASIER REPORT

CURRENT PERIOD 06, YTD DATA FROM FISCAL PERIOD JUL TO DEC FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 5100	REGULAR INSTRUCTIONAL SERVI	6,610,904.12	31,012,888.98
PURPOSE 5200	SPECIAL POPULATIONS SERVICE	1,315,152.48	5,741,228.45
PURPOSE 5300	ALTERNATIVE PROGRAMS AND SR	248,130.86	1,312,911.76
PURPOSE 5400	SCHOOL LEADERSHIP SERVICES	757,390.78	3,809,361.36
PURPOSE 5800	SCHOOL-BASED SUPPORT SERVIC	859,621.77	3,882,394.02
PURPOSE 6100	SUPPORT & DEVELOPMENT SERVI	45,468.32	258,563.43
PURPOSE 6200	SPECIAL POPULATION SUPPORT	51,977.19	277,946.66
PURPOSE 6300	ALTERNATIVE PROG & SRV SUPP	4,689.79	26,634.38
PURPOSE 6400	TECHNOLOGY SUPPORT SERVICES	119,652.96	474,836.53
PURPOSE 6500	OPERATIONAL SUPPORT SERVICE	957,789.12	4,315,825.24
PURPOSE 6600	FINANCIAL & HUMAN RESOURC	110,021.72	677,139.02
PURPOSE 6700	ACCOUNTABILITY SERVICES	13,177.15	65,229.36
PURPOSE 6800	SYSTEM-WIDE PUPIL SUPPORT S	5,324.80	28,217.13
PURPOSE 6900	POLICY, LEADERSHIP & PUBLIC	61,328.21	366,805.83
PURPOSE 7200	NUTRITION SERVICES	4,314.74	22,896.38
*** TOTALS FOR E	EXPENDITURES	11,164,944.01	52,272,878.53
FUND 1	STATE FUNDS	11,164,944.01	52,272,878.53

Agenda Item 14

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CURRENT PERIOD 06, YTD DATA FROM FISCAL PERIOD JUL TO DEC FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONIH TO DAT ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	5100	REGULAR INSTRUCTIONAL SERVI	171,236.21	1,393,988.70
PURPOSE	5200	SPECIAL POPULATIONS SERVICE	18,709.90	88,937.78
PURPOSE	5300	ALTERNATIVE PROGRAMS AND SR	-90,521.20	19,763.45
PURPOSE	5400	SCHOOL LEADERSHIP SERVICES	48,058.60	367,132.54
PURPOSE	5500	ADULT CO-CURRICULAR SERVICE	96,034.88	380,198.83
PURPOSE	5800	SCHOOL-BASED SUPPORT SERVIC	30,401.35	90,752.58
PURPOSE	6100	SUPPORT & DEVELOPMENT SERVI	48,282.85	256,249.11
PURPOSE	6200	SPECIAL POPULATION SUPPORT	11,065.21	45,939.95
PURPOSE	6300	ALTERNATIVE PROG & SRV SUPP	-1,001.97	13.66
PURPOSE	6400	TECHNOLOGY SUPPORT SERVICES	1,666.89	13,769.72
PURPOSE	6500	OPERATIONAL SUPPORT SERVICE	1,168,111.78	6,678,372.85
PURPOSE	6600	FINANCIAL & HUMAN RESOURC	109,584.65	411,749.08
PURPOSE	6700	ACCOUNTABILITY SERVICES	8,945.22	52,915.28
PURPOSE	6800	SYSTEM-WIDE PUPIL SUPPORT S	20,073.96	68,533.44
PURPOSE	6900	POLICY, LEADERSHIP & PUBLIC	46,216.43	202,193.36
PURPOSE	7100	COMMUNITY SERVICES	5,412.53	25,156.53
PURPOSE	7200	NUTRITION SERVICES	1.28	5.59
PURPOSE	8100	PAYMENTS TO OTHER GOV UNITS	9,151.49	140,811.46
***	TOTALS FOR E	EXPENDITURES	1,701,430.06	10,236,483.91
FUND	2	LOCAL CURRENT EXPENSE FUND	1,701,430.06	10,236,483.91

CURRENT PERIOD 06, YTD DATA FROM FISCAL PERIOD JUL TO DEC FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	5100	REGULAR INSTRUCTIONAL SERVI	79,682.18	398,866.77
PURPOSE	5200	SPECIAL POPULATIONS SERVICE	388,564.88	1,998,944.44
PURPOSE	5300	ALTERNATIVE PROGRAMS AND SR	567,905.54	2,391,504.39
PURPOSE	5400	SCHOOL LEADERSHIP SERVICES	0.00	2,143.78
PURPOSE	5800	SCHOOL-BASED SUPPORT SERVIC	13,236.32	53,482.16
PURPOSE	6100	SUPPORT & DEVELOPMENT SERVI	76.49	298,589.75
PURPOSE	6300	ALTERNATIVE PROG & SRV SUPP	20,427.69	111,830.26
***	TOTALS FOR E	EXPENDITURES	1,069,893.10	5,255,361.55
FUND	3	FEDERAL GRANT FUND	1,069,893.10	5,255,361.55

CURRENT PERIOD 06, YTD DATA FROM FISCAL PERIOD JUL TO DEC FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	6100	SUPPORT & DEVELOPMENT SERV	8,544.41	8,544.41
PURPOSE	6500	OPERATIONAL SUPPORT SERVICE	51,546.18	68,301.38
PURPOSE	9000	CAPITAL OUTLAY	12,269.52	219,989.15
***	TOTALS FOR E	EXPENDITURES	72,360.11	296,834.94
FUND	4	CAPITAL OUTLAY FUND	72,360.11	296,834.94

CURRENT PERIOD 06, YTD DATA FROM FISCAL PERIOD JUL TO DEC FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	7200	NUTRITION SERVICES	1,113,599.43	4,480,989.37
*** TOTALS FOR E		EXPENDITURES	1,113,599.43	4,480,989.37
FUND	5	CHILD NUTRITION FUND	1,113,599.43	4,480,989.37

CURRENT PERIOD 06, YTD DATA FROM FISCAL PERIOD JUL TO DEC FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	5100	REGULAR INSTRUCTIONAL SERVI	10,388.90	167,570.31
PURPOSE	5300	ALTERNATIVE PROGRAMS AND SR	7,302.61	12,963.58
PURPOSE	5400	SCHOOL LEADERSHIP SERVICES	1,175.39	7,683.78
PURPOSE	5500	ADULT CO-CURRICULAR SERVICE	-12,282.41	15,180.59
PURPOSE	6500	OPERATIONAL SUPPORT SERVICE	0.00	409.96
***	TOTALS FOR E	EXPENDITURES	6,584.49	203,808.22
FUND	7	DUNN DISTRICT FUNDS	6,584.49	203,808.22

CURRENT PERIOD 06, YTD DATA FROM FISCAL PERIOD JUL TO DEC FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	5100	REGULAR INSTRUCTIONAL SERVI	135,040.55	866,079.76
PURPOSE	5200	SPECIAL POPULATIONS SERVICE	56,742.36	573,270.87
PURPOSE	5300	ALTERNATIVE PROGRAMS AND SR	78,113.38	334,333.71
PURPOSE	5400	SCHOOL LEADERSHIP SERVICES	564.48	27,737.45
PURPOSE	5500	ADULT CO-CURRICULAR SERVICE	3,028.77	20,482.28
PURPOSE	5800	SCHOOL-BASED SUPPORT SERVICE	11,870.38	81,304.45
PURPOSE	6500	OPERATIONAL SUPPORT SERVICE	3,989.90	38,713.00
PURPOSE	6900	POLICY, LEADERSHIP & PUBLIC	364.00	364.00
PURPOSE	7100	COMMUNITY SERVICES	6,273.22	38,395.77
PURPOSE	7200	NUTRITION SERVICES	14,307.72	56,582.86
***	TOTALS FOR E	EXPENDITURES	310,294.76	2,037,264.15
FUND	8	LOCAL RESTRICTED FUNDS	310,294.76	2,037,264.15

CURRENT PERIOD 06, YTD DATA FROM FISCAL PERIOD JUL TO DEC FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
*** TOTAL FOR *****	REPORT *****	15,439,105.96	74,783,620.67

-- END OF REPORT --

ACCOUNTS SELECTED: 20094, ACCOUNTS PRINTED: 8401 (DIFFERENCE IS BECAUSE ZERO ACCOUNTS NOT PRINTED)

SELECTION CRITERIA FOR THIS REPORT:

ACCOUNT TYPES: EXPENSE.

SEGMENTS: -START- -END-
1 FUND 1 5
1 FUND 7 8

REPORT OPTIONS

- 1 Enter Current Fiscal Month for Report..... 6
- 2 Starting Fiscal Period To Process..... 1
- 3 Ending Fiscal Period To Process..... 6
- 4 Starting Transaction Date To Include..... 7/01/15
- 5 Ending Transaction Date To Include..... 12/31/15
- 6 Enter Starting Batch Number to Include.....
- 7 Enter Ending Batch Number to Include.....
- 8 Enter Printer Name..... BDFP2

CURRENT PERIOD 05, YTD DATA FROM FISCAL PERIOD JUL TO NOV FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 5100	REGULAR INSTRUCTIONAL SERVI	6,965,681.38	24,403,757.53
PURPOSE 5200	SPECIAL POPULATIONS SERVICE	1,110,639.00	4,429,069.19
PURPOSE 5300	ALTERNATIVE PROGRAMS AND SR	191,142.93	1,064,780.92
PURPOSE 5400	SCHOOL LEADERSHIP SERVICES	652,336.50	3,049,936.65
PURPOSE 5800	SCHOOL-BASED SUPPORT SERVIC	746,631.00	3,022,772.26
PURPOSE 6100	SUPPORT & DEVELOPMENT SERVI	40,434.35	213,095.11
PURPOSE 6200	SPECIAL POPULATION SUPPORT	46,817.23	225,969.73
PURPOSE 6300	ALTERNATIVE PROG & SRV SUPP	4,349.40	21,944.59
PURPOSE 6400	TECHNOLOGY SUPPORT SERVICES	71,269.63	355,183.57
PURPOSE 6500	OPERATIONAL SUPPORT SERVICE	823,650.15	3,358,036.12
PURPOSE 6600	FINANCIAL & HUMAN RESOURCE	64,110.41	567,117.30
PURPOSE 6700	ACCOUNTABILITY SERVICES	10,684.33	52,052.21
PURPOSE 6800	SYSTEM-WIDE PUPIL SUPPORT S	4,491.02	22,892.33
PURPOSE 6900	POLICY, LEADERSHIP & PUBLIC	57,091.18	305,477.62
PURPOSE 7200	NUTRITION SERVICES	3,829.11	18,581.64
*** TOTALS FOR E	EXPENDITURES	10,793,157.62	41,110,666.77
FUND 1	STATE FUNDS	10,793,157.62	41,110,666.77

CURRENT PERIOD 05, YTD DATA FROM FISCAL PERIOD JUL TO NOV

FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 5100	REGULAR INSTRUCTIONAL SERVI	143,605.39	1,222,752.49
PURPOSE 5200	SPECIAL POPULATIONS SERVICE	-167,222.48	70,227.88
PURPOSE 5300	ALTERNATIVE PROGRAMS AND SR	2,306.64	110,284.65
PURPOSE 5400	SCHOOL LEADERSHIP SERVICES	134,592.57	319,073.94
PURPOSE 5500	ADULT CO-CURRICULAR SERVICE	96,409.88	284,163.95
PURPOSE 5800	SCHOOL-BASED SUPPORT SERVICE	24,579.16	60,351.23
PURPOSE 6100	SUPPORT & DEVELOPMENT SERVI	46,139.15	207,966.26
PURPOSE 6200	SPECIAL POPULATION SUPPORT	7,366.31	34,874.74
PURPOSE 6300	ALTERNATIVE PROG & SRV SUPP	0.00	1,015.63
PURPOSE 6400	TECHNOLOGY SUPPORT SERVICES	2,158.15	12,102.83
PURPOSE 6500	OPERATIONAL SUPPORT SERVICE	785,149.38	5,510,261.07
PURPOSE 6600	FINANCIAL & HUMAN RESOURCE	63,120.19	302,164.43
PURPOSE 6700	ACCOUNTABILITY SERVICES	10,863.05	43,970.06
PURPOSE 6800	SYSTEM-WIDE PUPIL SUPPORT S	9,720.07	48,459.48
PURPOSE 6900	POLICY, LEADERSHIP & PUBLIC	39,935.20	155,976.93
PURPOSE 7100	COMMUNITY SERVICES	4,029.25	19,744.00
PURPOSE 7200	NUTRITION SERVICES	0.00	4.31
PURPOSE 8100	PAYMENTS TO OTHER GOV UNITS	52,480.50	131,659.97
*** TOTALS FOR E	EXPENDITURES	1,255,232.41	8,535,053.85
FUND 2	LOCAL CURRENT EXPENSE FUND	1,255,232.41	8,535,053.85

CURRENT PERIOD 05, YTD DATA FROM FISCAL PERIOD JUL TO NOV

FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 5100	REGULAR INSTRUCTIONAL SERVI	66,193.94	319,184.59
PURPOSE 5200	SPECIAL POPULATIONS SERVICE	553,173.71	1,610,379.56
PURPOSE 5300	ALTERNATIVE PROGRAMS AND SR	546,853.18	1,823,598.85
PURPOSE 5400	SCHOOL LEADERSHIP SERVICES	90.19	2,143.78
PURPOSE 5800	SCHOOL-BASED SUPPORT SERVIC	9,784.49	40,245.84
PURPOSE 6100	SUPPORT & DEVELOPMENT SERVI	1,227.24	298,513.26
PURPOSE 6300	ALTERNATIVE PROG & SRV SUPP	18,212.99	91,402.57
*** TOTALS FOR E	EXPENDITURES	1,195,535.74	4,185,468.45
FUND 3	FEDERAL GRANT FUND	1,195,535.74	4,185,468.45

CURRENT PERIOD 05, YTD DATA FROM FISCAL PERIOD JUL TO NOV

FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 6500	OPERATIONAL SUPPORT SERVICE	0.00	16,755.20
PURPOSE 9000	CAPITAL OUTLAY	98,702.67	207,719.63
*** TOTALS FOR E	EXPENDITURES	98,702.67	224,474.83
FUND 4	CAPITAL OUTLAY FUND	98,702.67	224,474.83

CURRENT PERIOD 05, YTD DATA FROM FISCAL PERIOD JUL TO NOV FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	7200	NUTRITION SERVICES	890,989.21	3,367,389.94
***	TOTALS FOR E	EXPENDITURES	890,989.21	3,367,389.94
FUND	5	CHILD NUTRITION FUND	890,989.21	3,367,389.94

CURRENT PERIOD 05, YTD DATA FROM FISCAL PERIOD JUL TO NOV FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 5100	REGULAR INSTRUCTIONAL SERVI	27,651.57	157,181.41
PURPOSE 5300	ALTERNATIVE PROGRAMS AND SR	56.84	5,660.97
PURPOSE 5400	SCHOOL LEADERSHIP SERVICES	174.20	6,508.39
PURPOSE 5500	ADULT CO-CURRICULAR SERVICE	19,230.30	27,463.00
PURPOSE 6500	OPERATIONAL SUPPORT SERVICE	0.00	409.96
*** TOTALS FOR E	EXPENDITURES	47,112.91	197,223.73
FUND 7	DUNN DISTRICT FUNDS	47,112.91	197,223.73

CURRENT PERIOD 05, YTD DATA FROM FISCAL PERIOD JUL TO NOV

FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 5100	REGULAR INSTRUCTIONAL SERVI	334,305.72	731,039.21
PURPOSE 5200	SPECIAL POPULATIONS SERVICE	299,795.91	516,528.51
PURPOSE 5300	ALTERNATIVE PROGRAMS AND SR	74,000.50	256,220.33
PURPOSE 5400	SCHOOL LEADERSHIP SERVICES	680.79	27,172.97
PURPOSE 5500	ADULT CO-CURRICULAR SERVICE	144.83	17,453.51
PURPOSE 5800	SCHOOL-BASED SUPPORT SERVICE	20,265.65	69,434.07
PURPOSE 6500	OPERATIONAL SUPPORT SERVICE	4,024.63	34,723.10
PURPOSE 7100	COMMUNITY SERVICES	6,449.46	32,122.55
PURPOSE 7200	NUTRITION SERVICES	9,237.40	42,275.14
*** TOTALS FOR E	EXPENDITURES	748,904.89	1,726,969.39
FUND 8	LOCAL RESTRICTED FUNDS	748,904.89	1,726,969.39

CURRENT PERIOD 05, YTD DATA FROM FISCAL PERIOD JUL TO NOV FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONH TO DAT ACTIVITY	YEAR TO DATE ACTIVITY
*** TOTAL FOR *****	REPORT *****	15,029,635.45	59,347,246.96

— END OF REPORT —

ACCOUNTS SELECTED: 20001, ACCOUNTS PRINTED: 7462 (DIFFERENCE IS BECAUSE ZERO ACCOUNTS NOT PRINTED)

SELECTION CRITERIA FOR THIS REPORT:

ACCOUNT TYPES: EXPENSE.

SEGMENTS: -START- -END-
1 FUND 1 5
1 FUND 7 8

REPORT OPTIONS

- 1 Enter Current Fiscal Month for Report..... 5
- 2 Starting Fiscal Period To Process..... 1
- 3 Ending Fiscal Period To Process..... 5
- 4 Starting Transaction Date To Include..... 7/01/15
- 5 Ending Transaction Date To Include..... 11/30/15
- 6 Enter Starting Batch Number to Include.....
- 7 Enter Ending Batch Number to Include.....
- 8 Enter Printer Name..... BDFP2

Board of Education Financials

Oct. 2015

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 REPORT ID: FINANCE

FINANCIAL REPORT

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 MASTER REPORT

CURRENT PERIOD 04, YTD DATA FROM FISCAL PERIOD JUL TO OCT FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 5100	REGULAR INSTRUCTIONAL SERVI	5,501,163.17	17,438,076.15
PURPOSE 5200	SPECIAL POPULATIONS SERVICE	1,075,018.83	3,318,430.19
PURPOSE 5300	ALTERNATIVE PROGRAMS AND SR	188,048.72	873,637.99
PURPOSE 5400	SCHOOL LEADERSHIP SERVICES	648,897.16	2,397,600.15
PURPOSE 5800	SCHOOL-BASED SUPPORT SERVIC	718,296.08	2,276,141.26
PURPOSE 6100	SUPPORT & DEVELOPMENT SERVI	41,079.64	172,660.76
PURPOSE 6200	SPECIAL POPULATION SUPPORT	30,697.09	179,152.50
PURPOSE 6300	ALTERNATIVE PROG & SRV SUPP	4,356.79	17,595.19
PURPOSE 6400	TECHNOLOGY SUPPORT SERVICES	68,470.45	283,913.94
PURPOSE 6500	OPERATIONAL SUPPORT SERVICE	793,146.13	2,534,385.97
PURPOSE 6600	FINANCIAL & HUMAN RESOURCE	116,352.55	503,006.89
PURPOSE 6700	ACCOUNTABILITY SERVICES	10,684.33	41,367.88
PURPOSE 6800	SYSTEM-WIDE PUPIL SUPPORT S	4,491.02	18,401.31
PURPOSE 6900	POLICY, LEADERSHIP & PUBLIC	57,338.12	248,386.44
PURPOSE 7200	NUTRITION SERVICES	3,829.11	14,752.53
*** TOTALS FOR E	EXPENDITURES	9,261,869.19	30,317,509.15
FUND 1	STATE FUNDS	9,261,869.19	30,317,509.15

CURRENT PERIOD 04, YTD DATA FROM FISCAL PERIOD JUL TO OCT FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	5100	REGULAR INSTRUCTIONAL SERVI	361,360.59	1,079,147.10
PURPOSE	5200	SPECIAL POPULATIONS SERVICE	28,325.68	237,450.36
PURPOSE	5300	ALTERNATIVE PROGRAMS AND SR	68,029.07	107,978.01
PURPOSE	5400	SCHOOL LEADERSHIP SERVICES	55,265.34	184,481.37
PURPOSE	5500	ADULT CO-CURRICULAR SERVICE	85,754.99	187,754.07
PURPOSE	5800	SCHOOL-BASED SUPPORT SERVI	15,859.21	35,772.07
PURPOSE	6100	SUPPORT & DEVELOPMENT SERVI	36,181.18	161,827.11
PURPOSE	6200	SPECIAL POPULATION SUPPORT	27,123.85	27,508.43
PURPOSE	6300	ALTERNATIVE PROG & SERV SUPP	1,001.97	1,015.63
PURPOSE	6400	TECHNOLOGY SUPPORT SERVICES	4,289.43	9,944.68
PURPOSE	6500	OPERATIONAL SUPPORT SERVICE	1,076,720.04	4,725,111.69
PURPOSE	6600	FINANCIAL & HUMAN RESOURCE	66,643.34	239,044.24
PURPOSE	6700	ACCOUNTABILITY SERVICES	8,186.19	33,107.01
PURPOSE	6800	SYSTEM-WIDE PUPIL SUPPORT S	23,695.76	38,739.41
PURPOSE	6900	POLICY, LEADERSHIP & PUBLIC	46,138.26	116,152.23
PURPOSE	7100	COMMUNITY SERVICES	3,710.94	15,714.75
PURPOSE	7200	NUTRITION SERVICES	0.00	4.31
PURPOSE	8100	PAYMENTS TO OTHER GOV UNITS	27,485.42	79,179.47
***	TOTALS FOR E	EXPENDITURES	1,935,771.26	7,279,931.94
FUND	2	LOCAL CURRENT EXPENSE FUND	1,935,771.26	7,279,931.94

CURRENT PERIOD 04, YTD DATA FROM FISCAL PERIOD JUL TO OCT FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 5100	REGULAR INSTRUCTIONAL SERVI	114,908.66	252,990.65
PURPOSE 5200	SPECIAL POPULATIONS SERVICE	351,394.38	1,057,205.85
PURPOSE 5300	ALTERNATIVE PROGRAMS AND SR	410,816.20	1,276,745.67
PURPOSE 5400	SCHOOL LEADERSHIP SERVICES	89.70	2,053.59
PURPOSE 5800	SCHOOL-BASED SUPPORT SERVICE	16,412.80	30,461.35
PURPOSE 6100	SUPPORT & DEVELOPMENT SERVI	4,313.20	297,286.02
PURPOSE 6200	SPECIAL POPULATION SUPPORT	-52.11	0.00
PURPOSE 6300	ALTERNATIVE PROG & SRV SUPP	12,278.44	73,189.58
PURPOSE 6500	OPERATIONAL SUPPORT SERVICE	-6.93	0.00
*** TOTALS FOR E	EXPENDITURES	910,154.34	2,989,932.71
FUND 3	FEDERAL GRANT FUND	910,154.34	2,989,932.71

CURRENT PERIOD 04, YTD DATA FROM FISCAL PERIOD JUL TO OCT

FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 6500	OPERATIONAL SUPPORT SERVICE	16,755.20	16,755.20
PURPOSE 9000	CAPITAL OUTLAY	73,134.95	109,016.96
*** TOTALS FOR E	EXPENDITURES	89,890.15	125,772.16
FUND 4	CAPITAL OUTLAY FUND	89,890.15	125,772.16

CURRENT PERIOD 04, YTD DATA FROM FISCAL PERIOD JUL TO OCT FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	7200	NUTRITION SERVICES	1,012,789.84	2,476,400.73
*** TOTALS FOR E		EXPENDITURES	1,012,789.84	2,476,400.73
FUND	5	CHILD NUTRITION FUND	1,012,789.84	2,476,400.73

CURRENT PERIOD 04, YTD DATA FROM FISCAL PERIOD JUL TO OCT FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	5100	REGULAR INSTRUCTIONAL SERVI	34,301.72	129,529.84
PURPOSE	5300	ALTERNATIVE PROGRAMS AND SR	3,645.76	5,604.13
PURPOSE	5400	SCHOOL LEADERSHIP SERVICES	444.98	6,334.19
PURPOSE	5500	ADULT CO-CURRICULAR SERVICE	19.58	8,232.70
PURPOSE	6500	OPERATIONAL SUPPORT SERVICE	242.41	409.96
***	TOTALS FOR E	EXPENDITURES	38,654.45	150,110.82
FUND	7	DUNN DISTRICT FUNDS	38,654.45	150,110.82

CURRENT PERIOD 04, YTD DATA FROM FISCAL PERIOD JUL TO OCT FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	5100	REGULAR INSTRUCTIONAL SERVI	125,614.83	396,733.49
PURPOSE	5200	SPECIAL POPULATIONS SERVICE	85,871.25	216,732.60
PURPOSE	5300	ALTERNATIVE PROGRAMS AND SR	80,095.19	182,219.83
PURPOSE	5400	SCHOOL LEADERSHIP SERVICES	10,981.78	26,492.18
PURPOSE	5500	ADULT CO-CURRICULAR SERVICE	2,498.46	17,308.68
PURPOSE	5800	SCHOOL-BASED SUPPORT SERVIC	16,877.41	49,168.42
PURPOSE	6500	OPERATIONAL SUPPORT SERVICE	21,942.74	30,698.47
PURPOSE	7100	COMMUNITY SERVICES	6,473.37	25,673.09
PURPOSE	7200	NUTRITION SERVICES	8,782.98	33,037.74
***	TOTALS FOR E	EXPENDITURES	359,138.01	978,064.50
FUND	8	LOCAL RESIRICIED FUNDS	359,138.01	978,064.50

CURRENT PERIOD 04, YTD DATA FROM FISCAL PERIOD JUL TO OCT FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
*** TOTAL FOR *****	REPORT *****	13,608,267.24	44,317,722.01

— END OF REPORT —

ACCOUNTS SELECTED: 19687, ACCOUNTS PRINTED: 6675 (DIFFERENCE IS BECAUSE ZERO ACCOUNTS NOT PRINTED)

SELECTION CRITERIA FOR THIS REPORT:

ACCOUNT TYPES: EXPENSE.

SEGMENTS: -START- -END-
1 FUND 1 5
1 FUND 7 8

REPORT OPTIONS

- 1 Enter Current Fiscal Month for Report..... 4
- 2 Starting Fiscal Period To Process..... 1
- 3 Ending Fiscal Period To Process..... 4
- 4 Starting Transaction Date To Include..... 7/01/15
- 5 Ending Transaction Date To Include..... 10/31/15
- 6 Enter Starting Batch Number to Include.....
- 7 Enter Ending Batch Number to Include.....
- 8 Enter Printer Name..... HUFF2

Board of Education Financials

Sept. 2015

RUN: 10/28/15 11:50:48 MARSHA
 REPORT ID: FINANCE

FINANCIAL REPORT

PAGE 1
 MASTER REPORT

CURRENT PERIOD 03, YTD DATA FROM FISCAL PERIOD JUL TO SEP FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 5100	REGULAR INSTRUCTIONAL SERVI	5,419,920.81	11,936,912.98
PURPOSE 5200	SPECIAL POPULATIONS SERVICE	1,017,853.08	2,243,411.36
PURPOSE 5300	ALTERNATIVE PROGRAMS AND SR	254,119.21	685,589.27
PURPOSE 5400	SCHOOL LEADERSHIP SERVICES	641,525.42	1,748,702.99
PURPOSE 5800	SCHOOL-BASED SUPPORT SERVIC	675,723.21	1,557,845.18
PURPOSE 6100	SUPPORT & DEVELOPMENT SERVI	16,911.75	131,581.12
PURPOSE 6200	SPECIAL POPULATION SUPPORT	54,147.27	148,455.41
PURPOSE 6300	ALTERNATIVE PROG & SRV SUPP	4,353.05	13,238.40
PURPOSE 6400	TECHNOLOGY SUPPORT SERVICES	77,171.41	215,443.49
PURPOSE 6500	OPERATIONAL SUPPORT SERVICE	706,835.49	1,741,239.84
PURPOSE 6600	FINANCIAL & HUMAN RESOURCE	127,490.72	386,654.34
PURPOSE 6700	ACCOUNTABILITY SERVICES	30,683.55	30,683.55
PURPOSE 6800	SYSTEM-WIDE PUPIL SUPPORT S	4,487.39	13,910.29
PURPOSE 6900	POLICY, LEADERSHIP & PUBLIC	57,473.47	191,048.32
PURPOSE 7200	NUTRITION SERVICES	3,560.48	10,923.42
*** TOTALS FOR E	EXPENDITURES	9,092,256.31	21,055,639.96
FUND 1	STATE FUNDS	9,092,256.31	21,055,639.96

CURRENT PERIOD 03, YTD DATA FROM FISCAL PERIOD JUL TO SEP FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 5100	REGULAR INSTRUCTIONAL SERVI	578,918.55	717,786.51
PURPOSE 5200	SPECIAL POPULATIONS SERVICE	190,923.66	209,124.68
PURPOSE 5300	ALTERNATIVE PROGRAMS AND SR	37,420.15	39,948.94
PURPOSE 5400	SCHOOL LEADERSHIP SERVICES	45,134.16	129,216.03
PURPOSE 5500	ADULT CO-CURRICULAR SERVICE	41,174.82	101,999.08
PURPOSE 5800	SCHOOL-BASED SUPPORT SERVICE	10,109.81	19,912.86
PURPOSE 6100	SUPPORT & DEVELOPMENT SERVI	39,613.47	125,645.93
PURPOSE 6200	SPECIAL POPULATION SUPPORT	285.78	384.58
PURPOSE 6300	ALTERNATIVE PROG & SRV SUPP	0.00	13.66
PURPOSE 6400	TECHNOLOGY SUPPORT SERVICES	1,339.48	5,655.25
PURPOSE 6500	OPERATIONAL SUPPORT SERVICE	1,558,917.41	3,648,391.65
PURPOSE 6600	FINANCIAL & HUMAN RESOURCE	63,776.77	172,400.90
PURPOSE 6700	ACCOUNTABILITY SERVICES	8,193.83	24,920.82
PURPOSE 6800	SYSTEM-WIDE PUPIL SUPPORT S	2,203.19	15,043.65
PURPOSE 6900	POLICY, LEADERSHIP & PUBLIC	21,506.44	70,013.97
PURPOSE 7100	COMMUNITY SERVICES	4,037.70	12,003.81
PURPOSE 7200	NUTRITION SERVICES	0.00	4.31
PURPOSE 8100	PAYMENTS TO OTHER GOV UNITS	13,524.05	51,694.05
*** TOTALS FOR E	EXPENDITURES	2,617,079.27	5,344,160.68
FUND 2	LOCAL CURRENT EXPENSE FUND	2,617,079.27	5,344,160.68

CURRENT PERIOD 03, YTD DATA FROM FISCAL PERIOD JUL TO SEP FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	5100	REGULAR INSTRUCTIONAL SERVI	52,110.36	138,081.99
PURPOSE	5200	SPECIAL POPULATIONS SERVICE	237,824.43	705,811.47
PURPOSE	5300	ALTERNATIVE PROGRAMS AND SR	346,538.26	865,929.47
PURPOSE	5400	SCHOOL LEADERSHIP SERVICES	763.89	1,963.89
PURPOSE	5800	SCHOOL-BASED SUPPORT SERVIC	3,841.73	14,048.55
PURPOSE	6100	SUPPORT & DEVELOPMENT SERVI	243,736.07	292,972.82
PURPOSE	6200	SPECIAL POPULATION SUPPORT	0.00	52.11
PURPOSE	6300	ALTERNATIVE PROG & SRV SUPP	17,782.76	60,911.14
PURPOSE	6500	OPERATIONAL SUPPORT SERVICE	0.00	6.93
***	TOTALS FOR E	EXPENDITURES	902,597.50	2,079,778.37
FUND	3	FEDERAL GRANT FUND	902,597.50	2,079,778.37

CURRENT PERIOD 03, YTD DATA FROM FISCAL PERIOD JUL TO SEP FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 9000	CAPITAL OUTLAY	19,730.51	35,882.01
*** TOTALS FOR E	EXPENDITURES	19,730.51	35,882.01
FUND 4	CAPITAL OUTLAY FUND	19,730.51	35,882.01

CURRENT PERIOD 03, YTD DATA FROM FISCAL PERIOD JUL TO SEP FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	7200	NUTRITION SERVICES	788,473.01	1,463,610.89
*** TOTALS FOR E		EXPENDITURES	788,473.01	1,463,610.89
FUND	5	CHILD NUTRITION FUND	788,473.01	1,463,610.89

CURRENT PERIOD 03, YTD DATA FROM FISCAL PERIOD JUL TO SEP FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 5100	REGULAR INSTRUCTIONAL SERV	30,093.26	95,228.12
PURPOSE 5300	ALTERNATIVE PROGRAMS AND SR	1,958.37	1,958.37
PURPOSE 5400	SCHOOL LEADERSHIP SERVICES	1,061.00	5,889.21
PURPOSE 5500	ADULT CO-CURRICULAR SERVICE	6,722.57	8,213.12
PURPOSE 6500	OPERATIONAL SUPPORT SERVICE	167.55	167.55
*** TOTALS FOR E	EXPENDITURES	40,002.75	111,456.37
FUND 7	DUNN DISTRICT FUNDS	40,002.75	111,456.37

CURRENT PERIOD 03, YTD DATA FROM FISCAL PERIOD JUL TO SEP FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 5100	REGULAR INSTRUCTIONAL SERV	73,917.58	271,118.66
PURPOSE 5200	SPECIAL POPULATIONS SERVICE	69,240.30	130,861.35
PURPOSE 5300	ALTERNATIVE PROGRAMS AND SR	54,007.25	102,124.64
PURPOSE 5400	SCHOOL LEADERSHIP SERVICES	5,106.43	15,510.40
PURPOSE 5500	ADULT CO-CURRICULAR SERVICE	4,506.21	14,810.22
PURPOSE 5800	SCHOOL-BASED SUPPORT SERVICE	14,269.96	32,291.01
PURPOSE 6500	OPERATIONAL SUPPORT SERVICE	4,870.82	8,755.73
PURPOSE 7100	COMMUNITY SERVICES	6,236.88	19,199.72
PURPOSE 7200	NUTRITION SERVICES	8,076.47	24,254.76
*** TOTALS FOR E	EXPENDITURES	240,231.90	618,926.49
FUND 8	LOCAL RESTRICTED FUNDS	240,231.90	618,926.49

CURRENT PERIOD 03, YTD DATA FROM FISCAL PERIOD JUL TO SEP FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
*** TOTAL FOR	***** REPORT *****	13,700,371.25	30,709,454.77

--- END OF REPORT ---

ACCOUNTS SELECTED: 18986, ACCOUNTS PRINTED: 5746 (DIFFERENCE IS BECAUSE ZERO ACCOUNTS NOT PRINTED)

SELECTION CRITERIA FOR THIS REPORT:

ACCOUNT TYPES: EXPENSE.

SEGMENTS: -START- -END-
1 FUND 1 5
1 FUND 7 8

REPORT OPTIONS

- 1 Enter Current Fiscal Month for Report..... 3
- 2 Starting Fiscal Period To Process..... 1
- 3 Ending Fiscal Period To Process..... 3
- 4 Starting Transaction Date To Include..... 7/01/15
- 5 Ending Transaction Date To Include..... 9/30/15
- 6 Enter Starting Batch Number to Include.....
- 7 Enter Ending Batch Number to Include.....
- 8 Enter Printer Name..... PDFP2

Board of Education Financials

August 2015

RUN: 09/29/15 11:52:53 MARSHA
 REPORT ID: FINANCE

FINANCIAL REPORT

PAGE 1
 MASTER REPORT

CURRENT PERIOD 02, YTD DATA FROM FISCAL PERIOD JUL TO AUG FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 5100	REGULAR INSTRUCTIONAL SERVI	5,451,118.90	6,516,992.17
PURPOSE 5200	SPECIAL POPULATIONS SERVICE	1,022,395.07	1,225,558.28
PURPOSE 5300	ALTERNATIVE PROGRAMS AND SR	303,523.11	431,470.06
PURPOSE 5400	SCHOOL LEADERSHIP SERVICES	682,093.13	1,107,177.57
PURPOSE 5800	SCHOOL-BASED SUPPORT SERVIC	687,598.50	882,121.97
PURPOSE 6100	SUPPORT & DEVELOPMENT SERVI	57,138.44	114,669.37
PURPOSE 6200	SPECIAL POPULATION SUPPORT	65,717.37	94,308.14
PURPOSE 6300	ALTERNATIVE PROG & SRV SUPP	4,353.05	8,885.35
PURPOSE 6400	TECHNOLOGY SUPPORT SERVICES	64,660.25	138,272.08
PURPOSE 6500	OPERATIONAL SUPPORT SERVICE	502,940.63	1,034,404.35
PURPOSE 6600	FINANCIAL & HUMAN RESOURCE	126,852.77	259,163.62
PURPOSE 6800	SYSTEM-WIDE PUPIL SUPPORT S	4,487.39	9,422.90
PURPOSE 6900	POLICY, LEADERSHIP & PUBLIC	70,202.52	133,574.85
PURPOSE 7200	NUTRITION SERVICES	3,560.48	7,362.94
*** TOTALS FOR E	EXPENDITURES	9,046,641.61	11,963,383.65
FUND 1	STATE FUNDS	9,046,641.61	11,963,383.65

CURRENT PERIOD 02, YTD DATA FROM FISCAL PERIOD JUL TO AUG

FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 5100	REGULAR INSTRUCTIONAL SERVI	30,254.38	140,632.89
PURPOSE 5200	SPECIAL POPULATIONS SERVICE	14,277.55	18,201.02
PURPOSE 5300	ALTERNATIVE PROGRAMS AND SR	718.50	2,528.79
PURPOSE 5400	SCHOOL LEADERSHIP SERVICES	66,836.57	86,453.93
PURPOSE 5500	ADULT CO-CURRICULAR SERVICE	25,317.39	60,824.26
PURPOSE 5800	SCHOOL-BASED SUPPORT SERVIC	6,840.27	9,803.05
PURPOSE 6100	SUPPORT & DEVELOPMENT SERVI	43,994.48	86,032.46
PURPOSE 6200	SPECIAL POPULATION SUPPORT	0.00	98.80
PURPOSE 6300	ALTERNATIVE PROG & SRV SUPP	0.00	13.66
PURPOSE 6400	TECHNOLOGY SUPPORT SERVICES	1,778.57	4,315.77
PURPOSE 6500	OPERATIONAL SUPPORT SERVICE	1,465,946.67	2,437,531.31
PURPOSE 6600	FINANCIAL & HUMAN RESOURCE	24,860.51	118,792.44
PURPOSE 6700	ACCOUNTABILITY SERVICES	8,470.31	16,726.99
PURPOSE 6800	SYSTEM-WIDE PUPIL SUPPORT S	1,172.41	12,840.46
PURPOSE 6900	POLICY, LEADERSHIP & PUBLIC	19,117.15	71,581.09
PURPOSE 7100	COMMUNITY SERVICES	4,195.81	7,966.11
PURPOSE 7200	NUTRITION SERVICES	0.00	4.31
PURPOSE 8100	PAYMENTS TO OTHER GOV UNITS	38,170.00	38,170.00
*** TOTALS FOR E	EXPENDITURES	1,751,950.57	3,112,517.34
FUND 2	LOCAL CURRENT EXPENSE FUND	1,751,950.57	3,112,517.34

CURRENT PERIOD 02, YTD DATA FROM FISCAL PERIOD JUL TO AUG FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 5100	REGULAR INSTRUCTIONAL SERVI	77,210.30	85,971.63
PURPOSE 5200	SPECIAL POPULATIONS SERVICE	365,938.01	467,987.04
PURPOSE 5300	ALTERNATIVE PROGRAMS AND SR	458,379.46	519,391.21
PURPOSE 5400	SCHOOL LEADERSHIP SERVICES	1,200.00	1,200.00
PURPOSE 5800	SCHOOL-BASED SUPPORT SERVIC	6,345.39	10,206.82
PURPOSE 6100	SUPPORT & DEVELOPMENT SERVI	49,147.79	49,236.75
PURPOSE 6200	SPECIAL POPULATION SUPPORT	0.00	52.11
PURPOSE 6300	ALTERNATIVE PROG & SRV SUPP	24,080.40	43,128.38
PURPOSE 6500	OPERATIONAL SUPPORT SERVICE	0.00	6.93
*** TOTALS FOR E	EXPENDITURES	982,301.35	1,177,180.87
FUND 3	FEDERAL GRANT FUND	982,301.35	1,177,180.87

CURRENT PERIOD 02, YTD DATA FROM FISCAL PERIOD JUL TO AUG FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	9000	CAPITAL OUTLAY	16,151.50	16,151.50
*** TOTALS FOR E		EXPENDITURES	16,151.50	16,151.50
FUND	4	CAPITAL OUTLAY FUND	16,151.50	16,151.50

CURRENT PERIOD 02, YTD DATA FROM FISCAL PERIOD JUL TO AUG FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	7200	NUTRITION SERVICES	460,364.43	662,367.28
*** TOTALS FOR E		EXPENDITURES	460,364.43	662,367.28
FUND	5	CHILD NUTRITION FUND	460,364.43	662,367.28

CURRENT PERIOD 02, YTD DATA FROM FISCAL PERIOD JUL TO AUG FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 5100	REGULAR INSTRUCTIONAL SERVI	63,276.27	65,134.86
PURPOSE 5400	SCHOOL LEADERSHIP SERVICES	4,810.68	4,828.21
PURPOSE 5500	ADULT CO-CURRICULAR SERVICE	1,474.32	1,490.55
*** TOTALS FOR E	EXPENDITURES	69,561.27	71,453.62
FUND 7	JUNN DISTRICT FUNDS	69,561.27	71,453.62

CURRENT PERIOD 02, YTD DATA FROM FISCAL PERIOD JUL TO AUG FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	5100	REGULAR INSTRUCTIONAL SERVI	157,750.09	197,201.08
PURPOSE	5200	SPECIAL POPULATIONS SERVICE	11,134.83	61,621.05
PURPOSE	5300	ALTERNATIVE PROGRAMS AND SR	39,957.83	48,117.39
PURPOSE	5400	SCHOOL LEADERSHIP SERVICES	9,003.98	10,403.97
PURPOSE	5500	ADULT CO-CURRICULAR SERVICE	8,493.59	10,304.01
PURPOSE	5800	SCHOOL-BASED SUPPORT SERVICE	15,771.09	18,021.05
PURPOSE	6500	OPERATIONAL SUPPORT SERVICE	1,697.31	3,884.91
PURPOSE	7100	COMMUNITY SERVICES	6,257.36	12,962.84
PURPOSE	7200	NUTRITION SERVICES	7,758.03	16,178.29
***	TOTALS FOR E	EXPENDITURES	257,824.11	378,694.59
FUND	8	LOCAL RESTRICTED FUNDS	257,824.11	378,694.59

CURRENT PERIOD 02, YTD DATA FROM FISCAL PERIOD JUL TO AUG FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
*** TOTAL FOR	***** REPORT *****	12,584,794.84	17,381,748.85

--- END OF REPORT ---

ACCOUNTS SELECTED: 18428, ACCOUNTS PRINTED: 4742 (DIFFERENCE IS BECAUSE ZERO ACCOUNTS NOT PRINTED)

SELECTION CRITERIA FOR THIS REPORT:

ACCOUNT TYPES: EXPENSE.

SEGMENTS: -START- -END-
1 FUND 1 5
1 FUND 7 8

REPORT OPTIONS

- 1 Enter Current Fiscal Month for Report..... 2
- 2 Starting Fiscal Period To Process..... 1
- 3 Ending Fiscal Period To Process..... 2
- 4 Starting Transaction Date To Include..... 7/01/15
- 5 Ending Transaction Date To Include..... 8/31/15
- 6 Enter Starting Batch Number to Include.....
- 7 Enter Ending Batch Number to Include.....
- 8 Enter Printer Name..... PLEP2

Gina Wheeler

From: Joseph Jeffries
Sent: Tuesday, March 08, 2016 1:22 PM
To: Gina Wheeler; Paula Stewart
Subject: FW: YTD Financial information
Attachments: July 2015.pdf; August 2015.pdf; September 2015.pdf; OCT 2015.pdf; NOV 2015.pdf; DEC 2015.pdf; WEB PAGE INSTRUCTIONS.pdf

Financials from BOE

From: Magill, Tammy [mailto:tmagill@harnett.k12.nc.us]
Sent: Tuesday, March 08, 2016 11:41 AM
To: Kimberly A. Honeycutt <khoneycutt@harnett.org>; Joseph Jeffries <jjeffries@harnett.org>
Cc: Stan Williams <swilliams2@harnett.k12.nc.us>
Subject: YTD Financial information

Hey Kimberly,

I hope you are having a good week. I'm sorry I missed you yesterday when I called. I wanted to touch base with you about the preference for the delivery of our financial information. When we discussed our financial reports being posted on our website in November I thought this would be an acceptable way to access. I can email the financials directly to you and the commissioners each month after the board meeting if you prefer versus looking on our website. Please let me know your preference when convenient.

I have attached the financials for October -December 2015 along with the copies of July-September that were emailed earlier. We put these on the website each month the day after the Board meeting. The January financials will be on the website on March 23rd after the meeting on the 22nd.

I have also attached some directions to help navigate our website in case this is helpful.

Thanks,
Tammy

Tammy Magill
Chief Finance Officer
Harnett County Schools
(910) 893-8151 ext. 401

----- Forwarded message -----

From: Magill, Tammy <tmagill@harnett.k12.nc.us>
Date: Tue, Nov 3, 2015 at 6:55 AM
Subject: YTD Financial information
To: "Kimberly A. Honeycutt" <khoneycutt@harnett.org>
Cc: Stan Williams <swilliams2@harnett.k12.nc.us>

Good morning Kimberly,

I have attached our YTD financial information for July, August and September.

This information can also be found on our website under the District tab/Central Services/Business & Finance/Monthly Financial reports. We post the financials each month as soon as possible after the financials are presented to our Board.

Please let me know if I can be of further assistance.

Thank you.

Tammy Magill
Chief Finance Officer
Harnett County Schools
(910) 893-8151 ext. 401

E-mail correspondence to and from this sender may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

Board of Education Financials

July 2015

RUN: 09/29/15 11:50:54 MARSHA
 REPORT ID: FINANCE

FINANCIAL REPORT

PAGE 1
 MASTER REPORT

CURRENT PERIOD 01, YTD DATA FROM FISCAL PERIOD JUL TO JUL FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 5100	REGULAR INSTRUCTIONAL SERV	1,065,873.27	1,065,873.27
PURPOSE 5200	SPECIAL POPULATIONS SERVICE	203,163.21	203,163.21
PURPOSE 5300	ALTERNATIVE PROGRAMS AND SR	127,946.95	127,946.95
PURPOSE 5400	SCHOOL LEADERSHIP SERVICES	425,084.44	425,084.44
PURPOSE 5800	SCHOOL-BASED SUPPORT SERVIC	194,523.47	194,523.47
PURPOSE 6100	SUPPORT & DEVELOPMENT SERVI	57,530.93	57,530.93
PURPOSE 6200	SPECIAL POPULATION SUPPORT	28,590.77	28,590.77
PURPOSE 6300	ALTERNATIVE PROG & SRV SUPP	4,532.30	4,532.30
PURPOSE 6400	TECHNOLOGY SUPPORT SERVICES	73,611.83	73,611.83
PURPOSE 6500	OPERATIONAL SUPPORT SERVICE	531,463.72	531,463.72
PURPOSE 6600	FINANCIAL & HUMAN RESOURCE	132,310.85	132,310.85
PURPOSE 6800	SYSTEM-WIDE PUPIL SUPPORT S	4,935.51	4,935.51
PURPOSE 6900	POLICY, LEADERSHIP & PUBLIC	63,372.33	63,372.33
PURPOSE 7200	NUTRITION SERVICES	3,802.46	3,802.46
*** TOTALS FOR E	EXPENDITURES	2,916,742.04	2,916,742.04
FUND 1	STATE FUNDS	2,916,742.04	2,916,742.04

CURRENT PERIOD 01, YTD DATA FROM FISCAL PERIOD JUL TO JUL FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 5100	REGULAR INSTRUCTIONAL SERV	110,378.51	110,378.51
PURPOSE 5200	SPECIAL POPULATIONS SERVICE	3,923.47	3,923.47
PURPOSE 5300	ALTERNATIVE PROGRAMS AND SR	1,810.29	1,810.29
PURPOSE 5400	SCHOOL LEADERSHIP SERVICES	19,617.36	19,617.36
PURPOSE 5500	ADULT CO-CURRICULAR SERVICE	35,506.87	35,506.87
PURPOSE 5800	SCHOOL-BASED SUPPORT SERVIC	2,962.78	2,962.78
PURPOSE 6100	SUPPORT & DEVELOPMENT SERV	42,037.98	42,037.98
PURPOSE 6200	SPECIAL POPULATION SUPPORT	98.80	98.80
PURPOSE 6300	ALTERNATIVE PROG & SRV SUPP	13.66	13.66
PURPOSE 6400	TECHNOLOGY SUPPORT SERVICES	2,537.20	2,537.20
PURPOSE 6500	OPERATIONAL SUPPORT SERVICE	971,584.64	971,584.64
PURPOSE 6600	FINANCIAL & HUMAN RESOURCE	93,931.93	93,931.93
PURPOSE 6700	ACCOUNTABILITY SERVICES	8,256.68	8,256.68
PURPOSE 6800	SYSTEM-WIDE PUPIL SUPPORT S	11,668.05	11,668.05
PURPOSE 6900	POLICY, LEADERSHIP & PUBLIC	52,463.94	52,463.94
PURPOSE 7100	COMMUNITY SERVICES	3,770.30	3,770.30
PURPOSE 7200	NUTRITION SERVICES	4.31	4.31
*** TOTALS FOR E	EXPENDITURES	1,360,566.77	1,360,566.77
FUND 2	LOCAL CURRENT EXPENSE FUND	1,360,566.77	1,360,566.77

CURRENT PERIOD 01, YTD DATA FROM FISCAL PERIOD JUL TO JUL FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	5100	REGULAR INSTRUCTIONAL SERVI	8,761.33	8,761.33
PURPOSE	5200	SPECIAL POPULATIONS SERVICE	102,049.03	102,049.03
PURPOSE	5300	ALTERNATIVE PROGRAMS AND SR	61,011.75	61,011.75
PURPOSE	5800	SCHOOL-BASED SUPPORT SERVIC	3,861.43	3,861.43
PURPOSE	6100	SUPPORT & DEVELOPMENT SERVI	88.96	88.96
PURPOSE	6200	SPECIAL POPULATION SUPPORT	52.11	52.11
PURPOSE	6300	ALTERNATIVE PROG & SVU SUPP	19,047.98	19,047.98
PURPOSE	6500	OPERATIONAL SUPPORT SERVICE	6.93	6.93
***	TOTALS FOR E	EXPENDITURES	194,879.52	194,879.52
FUND	3	FEDERAL GRANT FUND	194,879.52	194,879.52

CURRENT PERIOD 01, YTD DATA FROM FISCAL PERIOD JUL TO JUL FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE 7200	NUTRITION SERVICES	202,002.85	202,002.85
*** TOTALS FOR E	EXPENDITURES	202,002.85	202,002.85
FUND 5	CHILD NUTRITION FUND	202,002.85	202,002.85

CURRENT PERIOD 01, YTD DATA FROM FISCAL PERIOD JUL TO JUL FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	5100	REGULAR INSTRUCTIONAL SERVI	1,858.59	1,858.59
PURPOSE	5400	SCHOOL LEADERSHIP SERVICES	17.53	17.53
PURPOSE	5500	ADULT CO-CURRICULAR SERVICE	16.23	16.23
***	TOTALS FOR E	EXPENDITURES	1,892.35	1,892.35
FUND	7	DUNN DISTRICT FUNDS	1,892.35	1,892.35

CURRENT PERIOD 01, YTD DATA FROM FISCAL PERIOD JUL TO JUL FISCAL YEAR 6

ACCOUNT		DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
PURPOSE	5100	REGULAR INSTRUCTIONAL SERVI	39,450.99	39,450.99
PURPOSE	5200	SPECIAL POPULATIONS SERVICE	50,486.22	50,486.22
PURPOSE	5300	ALTERNATIVE PROGRAMS AND SR	8,159.56	8,159.56
PURPOSE	5400	SCHOOL LEADERSHIP SERVICES	1,399.99	1,399.99
PURPOSE	5500	ADULT CO-CURRICULAR SERVICE	1,810.42	1,810.42
PURPOSE	5800	SCHOOL-BASFD SUPPORT SERVIC	2,249.96	2,249.96
PURPOSE	6500	OPERATIONAL SUPPORT SERVICE	2,187.60	2,187.60
PURPOSE	7100	COMMUNITY SERVICES	6,705.48	6,705.48
PURPOSE	7200	NUTRITION SERVICES	8,420.26	8,420.26
***	TOTALS FOR E	EXPENDITURES	120,870.48	120,870.48
FUND	8	LOCAL RESTRICTED FUNDS	120,870.48	120,870.48

CURRENT PERIOD 01, YTD DATA FROM FISCAL PERIOD JUL TO JUL FISCAL YEAR 6

ACCOUNT	DESCRIPTION	MONTH TO DATE ACTIVITY	YEAR TO DATE ACTIVITY
*** TOTAL FOR	***** REPORT *****	4,796,954.01	4,796,954.01

— END OF REPORT —

ACCOUNTS SELECTED: 18428, ACCOUNTS PRINTED: 2376 (DIFFERENCE IS BECAUSE ZERO ACCOUNTS NOT PRINTED)

SELECTION CRITERIA FOR THIS REPORT:

ACCOUNT TYPES: EXPENSE.

SEGMENTS: -START- -END-
1 FUND 1 5
1 FUND 7 8

REPORT OPTIONS

- 1 Enter Current Fiscal Month for Report..... 1
- 2 Starting Fiscal Period To Process..... 1
- 3 Ending Fiscal Period To Process..... 1
- 4 Starting Transaction Date To Include..... 7/01/15
- 5 Ending Transaction Date To Include..... 7/31/15
- 6 Enter Starting Batch Number to Include.....
- 7 Enter Ending Batch Number to Include.....
- 8 Enter Printer Name..... HCFP2