



LEE COUNTY BOARD OF COMMISSIONERS
LEE COUNTY MAIN LIBRARY
MULTI-PURPOSE ROOM
1740 BRAGG STREET
SANFORD, NC 27330

Monday, June 1, 2026
6:00 PM

A G E N D A

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

II. APPROVAL OF CONSENT AGENDA

- II.A [March 16, 2026 Closed Session Minutes](#)
- II.B [April 6, 2026 Work Session Minutes](#)
- II.C [April 6, 2026 Closed Session Minutes](#)
- II.D [Proposed Funding Resolution to Direct the Expenditure of Opioid Settlement Funds](#)
- II.E [Sanford Treatment Center Contract](#)
- II.F [Information Technology Support and Licensing Renewals 2026-2027](#)
- II.G [Cost per Copy Contract Renewal](#)
- II.H [North Carolina Alliance of Public Health Agencies Contract \(NCAPHA\)](#)

II.I [Addendum to the MOU between the City of Sanford and the County of Lee for Microtransit](#)

II.J [MOU between Lee County and the Town of Broadway](#)

II.K [Finance Officer's Bond](#)

II.L [Capitalization Threshold Increase](#)

III. RECOGNITIONS

III.A [ADD ON - Proclamation Honoring the Life and Service of Marcus Mason](#)

IV. PUBLIC HEARINGS

IV.A [Public Hearing for FY 2026-2027 Budget](#)

IV.B [Â Public Hearing on Capital Improvement Plan for FY 2027-2031](#)

V. PUBLIC COMMENTS

VI. OLD BUSINESS

VI.A [Planning Board Recommendation on a Zoning Map Amendment Request for 800 White Hill Road](#)

VI.B [Planning Board Recommendation on a Zoning Map Amendment Request for 1138 Greenwood Road](#)

VI.C [EMS Franchise Ordinance Second Reading](#)

VI.D [Franchise Agreement with FirstHealth of the Carolinas, Inc.](#)

VII. NEW BUSINESS

VII.A [Presentation of Lee County Fire Advisory Board Budget Recommendations for FY 26-27](#)

VIII. MANAGERS' REPORTS

IX. COMMISSIONERS' COMMENTS

X. CLOSED SESSION

ADJOURN



ITEM #: II.A

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: March 16, 2026 Closed Session Minutes

DEPARTMENT: Administration

CONTACT PERSON: Hailey Hall, Communications Manager/Clerk to the Board

TYPE: Action Item

REQUEST	Approve the March 16, 2026 Closed Session Minutes.
BUDGET IMPACT	N/A
ATTACHMENTS	
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the March 16, 2026 Closed Session Minutes.
SUMMARY	

Minutes from the closed session on March 16, 2026 will be provided to the Board for review under a separate cover.



ITEM #: II.B

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: April 6, 2026 Work Session Minutes

DEPARTMENT: Administration

CONTACT PERSON: Hailey Hall, Communications Manager/Clerk to the Board

TYPE: Action Item

REQUEST	Approve the April 6, 2026 Work Session Minutes.
BUDGET IMPACT	N/A
ATTACHMENTS	BOC Work Session Meeting Minutes_4-6-26_final.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the April 6, 2026 Work Session Minutes.
SUMMARY	

A draft of the minutes from the April 6, 2026 work session are attached for the Board's review and approval. For questions, contact the Clerk to the Board at hhall@leecountync.gov.



LEE COUNTY BOARD OF COMMISSIONERS
MCSWAIN EXTENSION EDUCATION AND AGRICULTURE CENTER
2420 TRAMWAY ROAD
SANFORD, NC 27330

April 6, 2026

WORK SESSION MINUTES

Roll Call

Present: Dr. Andre Knecht, Robert Reives (arrived at 6:01 p.m.), Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin

CALL TO ORDER

Chairman Kirk Smith called the meeting to order at 6:00 p.m.

Jonathan Hilliard called the Lee County Planning Board meeting to order at 6:00 p.m.

Commissioner Robert Reives arrived at 6:01 p.m.

County Attorney Whitney Parrish reminded the Board of the need to recuse Commissioner Cameron Sharpe from discussion on the Joint Planning Commission's (JPC) standards due to a conflict of interest. Commissioner Sharpe was recused by the Board.

I. WORK SESSION ITEMS

I.A Presentation of Joint Planning Commission's Standards for Data Centers and Follow Up Discussion

Commissioner Reives asked the JPC chair, City of Sanford Councilman Charles Taylor, to join the Board of Commissioners and Planning Board at the table for discussion.

Planning Director Marshall Downey presented potential standards regarding data centers, a copy of which is attached and incorporated into these minutes. Mr. Downey said that in addition to the JPC chair, there are other specialists in the audience available if there are specific questions. The standards that are being presented have

been reviewed and voted on by the JPC. Community Development staff began researching data center standards in November of 2025 and brought to the JPC in December 2025 and December 2026.

Mr. Downey presented the draft data center standards to both Boards through a PowerPoint presentation, which is attached and incorporated herein. The draft standards provide for a definition of data centers and cryptomining and provide for specific supplemental standards. Data centers will be allowed by right, meaning only staff level approval, in Light Industrial (LI) and Heavy Industrial (HI). Mr. Downey said the proposed standards include an additional 500 feet from the traditional 50-foot setback that is currently required in LI, if a data center was to be near an existing residential dwelling. Zoning Administrator Thomas Mierisch, with Community Development, explained the perimeter landscape buffer and minimum building setback requirements, in which there is a hierarchy of setbacks and landscape requirements depending on what is around the proposed project. The standards also include provisions requiring external equipment to be enclosed or screened to minimize noise, a photometric plan is required, restrictions on generator usage and testing to minimize noise disturbances for adjoining property, the maximum building height is 75 feet, buildings shall be constructed of brick, wood, stucco, sandstone or other native stone, and a master plan is required before Technical Review Committee (TRC) permitting.

The standards also require a noise study from a third-party licensed acoustical engineer to establish baseline testing, and design methods must require maximum noise level to be either 65 dBA or the established baseline. There is a complaint-based noise study that can occur at the cost of the developer. There was discussion surrounding civil penalties and enforcing the ordinance. The County Attorney would have to collect any civil penalties if there are any violations. Staff could look into penalties increasing with additional offenses. Lee County doesn't currently have a noise limit, so this addition to the standards would be specific to data centers.

Mr. Downey said there may need to be adjustments once the new standards are in place. Also included in the proposed standards would be the prohibition of data centers to use ground water and well water. Their water usage must come from a public utility. Staff could add language about public sewer usage as well. The JPC had a lot of conversation about water usage capacity. There is language in the standards about power usage not affecting power capacity for residents, and the same language could also be added about the water provision. Mr. Downey said we require bonding for cell towers and solar farms, but not any other types of industry. Staff did not come across any decommissioned data centers standards when researching but could add language that a decommissioned data center needs to notify the Planning department within a certain amount of time that any hazardous materials from the decommissioned site have been removed. Staff can also clarify what supplemental power looks like.

Attorney Parrish provided a PowerPoint presentation, a copy of which is attached and incorporated herein, on the legal requirements for a moratorium, the history of the County's previous moratorium on oil and gas development, and

options the Board of Commissioners has in moving forward with these standards.

The Board provided consensus to move forward with bringing the standards to a public hearing at its April 20, 2026 regular meeting in conjunction with the Planning Board.

The Planning Board adjourned their meeting at 7:29 p.m.

[Article 5 - Data Center Standards V12 JPC DRAFT-black text.pdf](#)
[LCBoC Data Center PPT_04.06.26.pdf](#)

II. CLOSED SESSION

II.A Closed Session

Motion: Motion to go into closed session per N.C. General Statute § 143-318.11(a)(3) to consult with our attorney to preserve the attorney-client privilege. The Board took a 10-minute break at 7:30 p.m. and then went into closed session.

Mover: Dr. Andre Knecht

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin

Motion Result: Passed

The Board took a 10-minute break before entering closed session.

Motion: Motion to go out of closed session. The Board went out of closed session at 8:15 p.m.

Mover: Robert Reives

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin

Motion Result: Passed

ADJOURN

Motion: Motion to adjourn. The Board adjourned at 8:15 p.m.

Mover: Samantha Martin

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin

Motion Result: Passed

Samantha Martin, Chair
Lee County Board of Commissioners

ATTEST:

Hailey Hall, Clerk to the Board



ITEM #: II.C

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: April 6, 2026 Closed Session Minutes

DEPARTMENT: Administration

CONTACT PERSON: Hailey Hall, Communications Manager/Clerk to the Board

TYPE: Action Item

REQUEST	Approve the April 6, 2026 Closed Session Minutes.
BUDGET IMPACT	N/A
ATTACHMENTS	
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the April 6, 2026 Closed Session Minutes.
SUMMARY	

Minutes from the two closed sessions on April 6, 2026 will be provided to the Board for review under a separate cover.



ITEM #: II.D

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: Proposed Funding Resolution to Direct the Expenditure of Opioid Settlement Funds

DEPARTMENT: Administration

CONTACT PERSON: Angelina Noel, Assistant County Manager

TYPE: Consent Agenda

REQUEST	To review and approve the proposed funding resolution to direct the expenditures of Opioid Settlement Funds.
BUDGET IMPACT	Estimated revenues in the amount of \$7,885,867 through FY2038. FY2026 expenditures allocated of \$448,526. \$430,864 in the FY2027 recommended budget.
ATTACHMENTS	A RESOLUTION BY THE COUNTY OF LEE-Opioid Settlement Amended-5-26 update AN.pdf
PRIOR BOARD ACTION	August 21, 2021 - entered into a Memorandum of Agreement (MOA) with the State regarding the Opioid Settlement. January 8, 2024- Lee County Opioid Settlement Funds Strategic Plan for 2024-2028 was adopted by the Board. June 17, 2024- most recent updated funding resolution to direct the expenditures of Opioid Settlement Funds was adopted.
RECOMMENDATION	To review and approve the proposed funding resolution to direct the expenditure of Opioid Settlement Funds.
SUMMARY	

In July 2021, Attorney General Josh Stein announced a settlement for \$26 billion with the

three largest drug distributors in the State. As a result, Lee County entered into a Memorandum of Agreement (MOA) on August 2, 2021, with the State of North Carolina to receive funding from this settlement over an 18-year period from 2022-2038. Lee County is projected to receive a total of \$7,885,867. The Lee County Board of Commissioners have the ultimate decision-making authority as to how these funds will be spent within our community based on the requirements outlined in the MOA. A strategic plan was adopted in January 2024 that was a product of many hours of work from staff and community partners. It is the intent of the strategic plan to guide our funding recommendations to address opioid use disorder in our community and provide services to those impacted by the Opioid Epidemic. This plan was put together based on recommendations made by the community and the Opioid Settlement Plan steering committee. This committee is made up of members of our community with different backgrounds and expertise. Lee County Government is utilizing our R.E.N.E.W. (Resources for Eliminating Barriers, creating New Beginnings, and providing Education for an enhanced Well-being) approach to combat this issue within our community. Lee County, through a collaborative effort, aims to reduce key indicators of the Opioid Use Disorder (OUD) epidemic in our community, utilizing the principles of our R.E.N.E.W. approach. On May 18, 2026, staff presented recommendations made by the steering committee along with a summary of Exhibit C as it pertains to funding strategies for the opioid settlement funds. Tonight, the funding resolution before you allocate this funding through June 30, 2030, for these recommended strategies. Exhibit C is a requirement of opioid settlement funds MOA and must be completed for a full 5-year period. The resolution on the agenda tonight encompasses all funding the Board of Commissioners has approved since the initial funding resolution adopted in January 2024. Adoption of the funding resolution is based on expected expenditures but does not guarantee the funding will be spent in total on each allocated strategy. The resolution does, however, limit the County from spending funding that exceeds what is allocated in the funding resolution.



**A RESOLUTION BY THE COUNTY OF LEE
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS-UPDATED as of
June 1, 2026**

WHEREAS Lee County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids;

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”) and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (“SAAF”);

WHEREAS Lee County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states that, before spending opioid settlement funds, the local government’s governing body must adopt a resolution that:

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA and SAAF, Lee County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized
 - a. Name of strategy: Collaborative Strategic Plan
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A: 1
 - d. Amount authorized for this strategy: \$372,995
 - e. Period of time during which expenditure may take place:
Start date July 1, 2024 through End date June 30, 2030.
 - f. Description of the program, project, or activity: Lee County Government will allocate responsibilities of the Opioid Funding Strategic Planning, reporting and

- administration of settlement funds to the Assistant County Manager of Governmental Support through Community Support Services. For FY 24-25, Community Support Services will host a LEAD fellow through UNC Chapel Hill. A portion of this position's job duties will be responsible for leading Lee County's efforts required by the MOA and therefore these funds will cover up to \$30,000 per year for this time limited position's salary. The LEAD fellow is expected to spend one year with Community Support Services but may be extended an additional year. This position will be responsible for the coordination of the Opioid Settlement Funds to include coordination with multiple community partners to evaluate needs, access needed supplies, evaluate current and future funding streams to support services, work with the subcommittee and Board of Commissioners in providing updates to the strategic plan, develop annual reports, track expenditures and complete all reporting requirements for the use of funds under the guidance of the Assistant County Manager. For FY 25-26, Lee County hired the Lead fellow to continue this work. Lee County Government also reserves, under this strategy, to allocate a portion of any Lee County Government employee's salary, who is tasked with reporting and administering the settlement funds, proportionate to their percentage of job duties related to the opioid funds.
- g. Provider: Lee County Government, Administration and UNC School of Government.
2. Second strategy authorized
 - a. Name of strategy: Evidence-based Addiction Treatment
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A: 2
 - d. Amount authorized for this strategy: \$1,100,000
 - e. Period of time during which expenditure may take place:
Start date January 22, 2024 through End date June 30, 2030.
 - f. Description of the program, project, or activity: Increase access to evidence-based treatment for individuals with Opioid Use Disorder by providing funding for Medication for Opioid Use Disorder. The County will contract with approved, licensed -MOUD providers to cover treatment costs not covered by other resources.
 - g. Provider: County will submit RFP for eligible Office Based Opioid Treatment, OBOT and Opioid Treatment Programs, OTP providers who serve Lee County residents.
 3. Third authorized strategy
 - a. Name of strategy: Recovery Support Services
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A: 3
 - d. Amount authorized for this strategy: \$285,000
 - e. Period of time during which expenditure may take place:
Start date January 22, 2024 through End date June 30, 2030.
 - f. Description of the program, project, or activity: Fund evidence-based recovery support services, including peer support specialists in community based-organizations that support people in treatment and recovery or people who use drugs assistance in accessing treatment, recovery support, harm reduction services, healthcare or other services or support the need to improve their health and well-being as part of RENEW Lee County. Lee County may contract with a community provider or may hire internally for this PEER support specialist position. Through recovery support

services, Lee County will provide funding through COLTS vouchers for transportation services to transport individuals to and from OUD treatment or recovery programs and treatment for any co-occurring SUD/MH conditions who lack alternative options.

- g. Provider: COLTS, EMS or alternate community contracted provider, or internally as a Lee County Government employee.
4. Fourth authorized strategy
- a. Name of strategy: Employment-related Services
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A: 5
 - d. Amount authorized for this strategy: \$30,000
 - e. Period of time during which expenditure may take place:
Start date January 22, 2024 through End date June 30, 2030.
 - f. Description of the program, project, or activity: Support Central Carolina Community College by providing tuition costs for job training classes for individuals in treatment and/or recovery with Opioid Use Disorder that are not covered by other resources.
 - g. Provider: Central Carolina Community College
5. Fifth authorized strategy
- a. Name of strategy: Syringe Service Program
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A: 9
 - d. Amount authorized for this strategy: \$5,000
 - e. Period of time during which expenditure may take place:
Start date January 22, 2024 through End date June 30, 2030.
 - f. Description of the program, project, or activity: Support Lee County's Safe Syringe Program through the Lee County Health Department which contracts with the nonprofits Helping Hands Clinic, Health, Healing and Hope, and potential future contractors.
 - g. Provider: Lee County Government, Public Health Department
6. Sixth authorized strategy
- a. Name of strategy: Addiction Treatment for Incarcerated Persons
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A: 11
 - d. Amount authorized for this strategy: \$100,000
 - e. Period of time during which expenditure may take place:
Start date January 22, 2024 through End date June 30, 2030.
 - f. Description of the program, project, or activity: Support and provide payment for continuity of treatment to individuals who present to the Lee County Jail with a valid prescription from an approved, licensed MOUD treatment center if funding is not available through any other source.
 - g. Provider: Sanford Treatment Center
7. Seventh authorized strategy
- a. Name of strategy: Re-entry Programs
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A: 12
 - d. Amount authorized for this strategy: \$51,977

- e. Period of time during which expenditure may take place:
Start date January 22, 2024 through End date June 30, 2026.
 - f. Description of the program, project, or activity: Support Lee County's Re-entry Program in connecting individuals in the Lee County jail with addiction treatment, recovery support, harm reduction services, primary healthcare, or other services needed upon release by providing supplies and information to individuals being released from the Lee County jail or from North Carolina Department of Adult Corrections. A portion of this funding will also go to cover the costs of the re-entry services coordinator position who is responsible for linking services to individuals exiting the jail or the Department of Adult Corrections. Effective FY27, Lee County Government will no longer support a formal re-entry program but will work through our criminal justice diversion program through pre-trial re-entry services.
 - g. Provider: Lee County Government, Community Support Services Department
8. Eight authorized strategy
- a. Name of strategy: Criminal Justice Diversion Programs
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A: 10
 - d. Amount authorized for this strategy: \$820,000
 - e. Period of time during which expenditure may take place:
Start date July 1, 2024 through End date June 30, 2030.
 - f. Description of the program, project, or activity: Support Lee County Government Pre-trial services program that connects individuals involved in the criminal justice system to addiction treatment, recovery support, harm reduction services, primary healthcare, prevention or other services or support. Lee County Government will fund a portion of the salary of our pre-trial coordinator, Community Support Services Director and staff supporting recovery court and other criminal justice diversion initiatives.
 - g. Provider: Lee County Government, Community Support Services
9. Ninth authorized strategy
- a. Name of strategy: Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUH/MH conditions
 - b. Strategy is included in Exhibit B
 - c. Item letter and/or number in Exhibit B:G.3
 - d. Amount authorized for this strategy: \$600,000
 - e. Period of time during which expenditure may take place:
Start date May 18, 2026 through End date June 30, 2030.
 - f. Description of the program, project, or activity: Lee County Government through Community Support Services will collaborate with Harnett County to implement a Drug Treatment Court. Lee County will pay for costs associated with court staff, drug testing, transportation, and all other expenses related directly to the implementation and administration of drug treatment court.
10. Provider: Harnett County Government and Lee County Government, Community Support Services. Tenth authorized strategy
- a. Name of strategy: Drug take-back disposal or destruction programs
 - b. Strategy is included in Exhibit B
 - c. Item letter and/or number in Exhibit B:G:4

- d. Amount authorized for this strategy: \$20,000
- e. Period of time during which expenditure may take place: May 18, 2026, through End date June 30, 2030.
- f. Description of the program, project, or activity: Lee County Government through Community Support Services will provide access to drug disposal bags to provide the community to dispose of unused prescription medication.
Provider: Lee County Government, Community Support Services

11. Eleventh authorized strategy

- a. Name of strategy: School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids
- b. Strategy is included in Exhibit B
- c. Item letter and/or number in Exhibit B: G.9
- d. Amount authorized for this strategy: \$15,000
- e. Period of time during which expenditure may take place: May 18, 2026, through End date June 30, 2030.
- f. Description of the program, project, or activity: Lee County Government through Community Support Services will partner with Lee County Schools to implement an evidence-based prevention and education curriculum to deliver to students by a Behavioral Health Clinician within the Lee County Schools system through the Rise and Recover Program. Costs associated with materials and incentives for student participation will be purchased.
Provider: Lee County Government, Community Support Services

12. Twelfth authorized strategy

- a. Name of strategy: Support evidence-informed curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- b. Strategy is included in Exhibit B
- c. Item letter and/or number in Exhibit B: G.11
- d. Amount authorized for this strategy: \$15,000
- e. Period of time during which expenditure may take place: May 18, 2026, through End date June 30, 2030.
- f. Description of the program, project, or activity: Lee County Government will expand youth focused evidence-based programs outside of the Lee County Schools Systems to assist youth in preventing use and misuse of drugs, including emotional modulation and resilience skills through youth programs provided by Community Support Services.
Provider:

13. Thirteenth authorized strategy

- a. Name of strategy: Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD, and their friends and family members, individuals at high risk of overdose, schools, community navigators, and outreach workers, persons being released from jail or prison, or other members of the general public.
- b. Strategy is included in Exhibit B
- c. Item letter and/or number in Exhibit B: H 1

- d. Amount authorized for this strategy: \$55,000
- e. Period of time during which expenditure may take place: May 18, 2026, through End date June 30, 2030.
- f. Description of the program, project, or activity: Lee County Government through Community Support Services will purchase naloxone for distribute to the community. Provider: Community Support Services

14. Fourteenth authorized strategy

- a. Name of strategy: Public education relating to emergency responses to overdoses
- b. Strategy is included in Exhibit B
- c. Item letter and/or number in Exhibit B: H. 6
- d. Amount authorized for this strategy: \$5,000
- e. Period of time during which expenditure may take place: May 18, 2026, through End date June 30, 2030.
- f. Description of the program, project, or activity: Lee County through Community Support Services will print materials to distribute to the public related to emergency responses to overdoses. This material will be distributed to help educate the public. Provider: Community Support Services

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$3,474,972.

Adopted this the June 1, 2026.

Samantha Martin, Chair
Lee County Board of Commissioners

ATTEST:

Hailey Hall, Clerk to the Board



ITEM #: II.E

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: Sanford Treatment Center Contract

DEPARTMENT: Administration

CONTACT PERSON: Angelina Noel, Assistant County Manager

TYPE: Consent Agenda

REQUEST	To review and approve the provider contract with Sanford Treatment Center.
BUDGET IMPACT	\$190,000 in expected expenditures using revenues from the Opioid Settlement Funds.
ATTACHMENTS	Smail-mfd-f26051508481.pdf
PRIOR BOARD ACTION	July 15, 2024 the Board approved the Resolution Authorizing Execution of Kroger Opioid Settlement and Approving the Second Supplemental Agreement for Additional Funds. June 17, 2024 the Board approved the most recent funding resolution allocating \$900,000 of Opioid Settlement Funding for evidence-based treatment through December 31, 2028. Board approved initial contract with Sanford Treatment Center on January 22, 2025 and latest renewal on July 21, 2025.
RECOMMENDATION	Review and approve the contract with Sanford Treatment Center.
SUMMARY	

In July 2021, Attorney General Josh Stein announced a settlement for \$26 billion with the three largest drug distributors. As a result, Lee County entered into a Memorandum of Agreement on August 2, 2021, with the State of North Carolina to receive funding from this

settlement. Over an 18-year period from 2022-2038, Lee County is projected to receive a total of \$7,885,867. The Lee County Board of Commissioners have the ultimate decision-making authority as to how these funds will be spent within our community based on the requirements outlined in the MOA. This spending plan is outlined in the Lee County Opioid Settlement Funds Strategic Plan for 2024-2028 that was adopted by the Board in January 2024. In June 2024, the most recent funding resolution was adopted that outlines how funding will be spent based on the MOA. This funding resolution allocates a total of \$900,000 for evidence-based treatment for Opioid Use Disorder to align with the Strategic Plan period that is proposed to be updated to \$1,100,000 on tonight's agenda through June 2030. Lee County Government issued an initial Request for Proposal in September of 2024 for Opioid Treatment Providers and/or Office Based Opioid Treatment providers currently serving Lee County residents. Based on limited responses, this request was extended through December 2024. Sanford Treatment Center applied and met all qualifications to contract with Lee County Government as our local Opioid Treatment Provider to receive funding to support individuals who are uninsured or underinsured receive Medication for Opioid Use Disorder, MOUD. MOUD is the approved treatment for individuals diagnosed with Opioid Use Disorder. Sanford Treatment Center is currently the only Opioid Treatment Provider in Sanford and therefore serves the largest majority of Lee County residents receiving MOUD. This contract for a total of \$190,000 will be valid through June 30, 2027, if approved tonight. Funding is also in the recommended budget for FY2027.

Provider Contract for the Lee County Opioid Use Disorder Reduction Initiative

This Contract is made between Lee County (County) and Sanford Treatment Center, L.L.C. (Provider) to delineate the terms of their agreement for qualifications and procedures required by the Lee County Opioid Use Disorder Reduction Initiative.

Lee County Government signed a Memorandum of Agreement (MOA) with the State of North Carolina outlining the allowable costs of the opioid settlement funds. Provider agrees that all terms of the MOA must be followed by the County and the County can only expend opioid settlement funds consistent with the terms of the MOA. Exhibit A of the MOA allows counties to expend funds on high-impact, evidence-based strategies that are committed Pursuant to Exhibit A of the MOA. The Board of County Commissioners has allocated funding for the approved strategy of evidenced-based addiction treatment, through June 30, 2026. However, these funds are available on a first-come, first-served basis and are not guaranteed to any Provider.

1. **Effective Term:** The term of the initial agreement shall be effective _____ through June 30, 2027 or when the available funds become \$0.00, whichever is earlier.
2. **Originating Source of Funding:** Funds allocated to the Provider originate from the National Opioid Settlements allocated to North Carolina counties and municipalities.
3. **Amount of Funds:** the County has set aside \$190,000.00 (one hundred ninety thousand dollars) of the National Opioid Settlements available for funding for this Agreement. The funds will be expended on a reimbursable basis and the agreement will expire upon the funds being zero dollars or June 30, 2027, whichever is earlier.
4. **Provider Duties for Qualification:**
 1. All Providers within a practice seeking reimbursement must be fully licensed in North Carolina in good standing and provide a valid License number to be attached to this contract as Exhibit A.
 2. Only providers of Opioid Treatment Programs (OTPs), qualified providers of Office Based Opioid Treatment (OBOTs) and Federally Qualified Health Centers are eligible for this funding. Proof of one of the above is required to be submitted by Provider.
 3. The Provider must submit the following documents to Lee County with this Contract:
 - B. Policy addressing Conflict of Interest.
 - C. Sworn, notarized statement of no overdue tax debts.
 - D. Sworn, notarized statement of Non-Suspension or Debarment.
 - E. Certificate of General Liability Insurance for the Provider Agency in the amount of 1 million dollars.
 - F. Certificate of Professional Liability Insurance for the individual Providers within the Provider Agency in the amount of 1 million dollars per Provider.
5. **Contract Documents:** This Agreement includes the following:
 1. The Request for Proposal issued by Lee County on September 16, 2024 (extended twice), Provider's response and all documentation submitted.
 2. All documentation submitted for 2 above. Provider Duties for Qualification above.
 3. Exhibit A- License certification/number for each employee of Provider.
 4. Exhibit B- Allowed Reimbursable expenses and the approved rates to be paid under this Agreement.
 5. Exhibit C- Reporting Requirement Documentation

6. Provider Requirements during the Contract Term:

1. The Provider's services must be available and offered to all Lee County residents.
2. Reimbursement provided to the Provider will only be qualified for Lee County residents. If other residents seek services at Provider's practice, reimbursement through this Initiative Fund is not allowable for non-Lee County residents.
3. The Provider will not discriminate against any person because of race, color, religion, sex, national origin, disability or any other protected class under state or federal law.
4. The Provider will maintain its corporate status and individual provider licenses during the contract period. In the event either status changes, the Provider shall immediately notify the County and will be precluded from reimbursement for expenses after the change date for any unlicensed providers.
5. The Provider must provide evidence-based addiction treatment consistent with the American Society of Addiction Medicine's National Practice Guideline for the Treatment of Opioid Use Disorder, including Medication Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration.
6. Provider must provide programs through Opioid Treatment Programs (OTPs), qualified providers of Office Based Opioid Treatment (OBOTs), Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidenced-based addiction treatment.
7. The Provider will not become delinquent on tax payments during the contract period.
8. The Provider will provide and maintain a drug-free workplace.
9. The Provider will maintain General Liability Insurance in the amount of 1 million dollars and Worker's Compensation Insurance as required by law.
10. The Provider will maintain Professional Liability Insurance in the amount of 1 million dollars during the Contract period.

7. Provider Duties for Reimbursement:

1. The Provider must ensure that all funds are spent for non-sectarian, non-religious purposes only.
2. The Provider must ensure that all funds are spent for Lee County residents and must ensure the client presents to the Provider as a Lee County resident prior to submitting an invoice for payment.
3. The Provider must ensure all practitioners are trained in and follow all American Society of Addiction Medicine (ASAM) National Practice Guideline for the Treatment of Opioid Use Disorder, including following all recommended guidelines for dispensing Medications for Opioid Use Disorder. It will be Provider's responsibility to stay informed of any changes/updates from the ASAM's guidelines and will at all times during the term of this contract, follow all recommended practices.
4. The Provider must provide Medication Assisted Treatment of Opioid Use Disorder with approved medications from the U.S. Food and Drug Administration. When discussing MAT, the ASAM guideline also uses the terms "pharmacological treatment and "maintenance medications" and other authorities use the term "Medications for Opioid Use Disorder" to refer to medication used to treat OUD. Provider must provide any required services along with the approved medications.

5. Only medications approved by the U.S. Food and Drug Administration will be reimbursed under this contract. It will be Provider's responsibility to stay informed on any changes made by the U.S. Food and Drug Administration concerning medications for OUD. Currently there are three medications approved for the treatment of OUD by the US Food and Drug Administration, which include methadone, buprenorphine and/or naltrexone. If during this term of this Agreement, a future medication is approved by the U.S. Food and Drug Administration to treat OUD, that medication may be reimbursable.
6. The Provider shall be responsible for payment of MOUD prescriptions for individual patients. The County may reimburse the Provider for actual cost of MOUD prescription for individual patient. No payment will be made directly to a pharmacy for the cost of MOUD prescriptions by the County.
7. The Provider agrees to ensure all expenses paid for under this Agreement are in alignment with the NC MOA and the Provider agrees to consult with the County if there are any questions or concerns regarding their ability to do so.
8. The Provider must ensure that treatment submitted for reimbursement was only provided to individuals who have been diagnosed with Opioid Use Disorder.
9. The Provider must ensure that all treatment is for medical necessity and diagnostic criteria only.
10. The Provider must ensure that insurance, Medicaid, grants or private funding options that might cover expenses have been explored and exhausted with their client prior to billing the County for the expense. If at any time during the time period of this Agreement, an individual seeking services with this funding is determined to be eligible for insurance, Medicaid, or other funding option, it will be the responsibility of the Provider to cease funding through this Agreement. Individuals who are underinsured or uninsured are eligible to receive funding.
11. The Provider must provide a written invoice to Assistant County Manager Angelina Noel within 45 days after it is incurred that details the date of service, type of service, license number of provider and expense. Invoices must be accompanied by any and all required reporting the County requests monthly. Any invoices received by the County after 90 days will not be reimbursed absent extraordinary circumstances.
12. The Provider must ensure that all submitted invoices are for services on the approved expense list attached hereto as Exhibit B. All receipts for treatment must show completion by qualified and fully licensed providers. Only items on the approved list will be reimbursed.
13. The Provider must ensure all invoices submitted do not contain any personally identifiable information about the patient. Invoices must contain unique ID numbers for auditing purposes.
14. All treatment provided to an individual utilizing this funding is completely voluntary and the individual can terminate treatment at any time with the Provider. If this occurs, Provider shall not submit any further reimbursement invoices for said individual.
15. The Provider must provide treatment in-person, with tele-health limited to psychiatry/medical doctor visits.

16. The Provider must provide any documentation or contact information necessary to the County upon request if needed to verify and approve the expense.
17. Provider is aware and by signing this contract, consents to allowing the County and/or the State of North Carolina to have all access to any and all reports submitted by the Provider. Provider will complete all required reports in a timely and accurate manner. Under the MOA, the County must report to the State certain demographic and impact information concerning expenditures from this funding. These reports will be considered public records and open to public inspection. Further, these reports may be used for data collection and reporting purposes on the opioid settlement dashboard, a public facing website. Provider will work with the County to ensure the County has the required information necessary for reporting to the dashboard.
18. The Provider must ensure that all taxes are paid by the Provider, if required by law, on any amounts received.
19. The Provider must provide a financial contact person to the County for contract questions.
20. The Provider must allow and assist the County with access to financial and accounting records related to this program that may be required to support internal audit, financial reporting and related requirements as may be necessary for a period of five years after the termination of this contract.
21. The Provider agrees and understands the funds spent under this contract are awarded in a manner consistent with the NC MOA and can only be used for the purposes of opioid remediation activities. Funds may only be spent on services as awarded in Exhibit B.

The County shall:

1. Verify all documents submitted by Provider for Qualification.
2. Review submitted invoices and reimburse the Provider for all approved amounts within 30 days of receipt or within the next billing period, whichever is longer.
3. Request additional information or documentation from the Provider and/or provider if needed to verify and review the approvability of the expense submitted.
4. Not be responsible for any tax that may be due by the Provider for any funds reimbursed.
5. Provide a financial contact person to the Provider for contract questions.
6. Have the right to deny, in its sole discretion, any expense that does not qualify under the approved list or which does not meet the standards under this contract.

8. General Provisions:

1. Both parties acknowledge that the County has the sole decision-making authority to approve or deny an expense if it does not meet the criteria on Exhibit B and there is no appeal process from that decision.
2. Each party shall keep the other party advised of an accurate address, phone number and email address during the term of the contract. All legal notices to the other party shall be made in writing to the contacts listed below unless otherwise modified in writing. The contact information below shall be updated as needed by written notice to the other party.

For the County:

Lisa Minter, County Manager
 408 Summit Drive, Sanford, NC 27330
 919-718-4600 extn. 5513
lminter@leecountync.gov

For the Provider: Macy Hamm, CEO
2800 Industrial Drive
Sanford, NC 27332
919-656-1633 macyhamm@gmail.com

3. The parties acknowledge and agree that they are independent contractors and no employee relationship or individual contractual relationship is established by virtue of this contract. Neither the County nor the Provider nor any of their officers, agents, employees or representatives, shall be deemed to be agents, representatives or employees of the other party for purposes of the performance of services under this Agreement. Each party is solely responsible for withholding federal and state income taxes, paying Social Security taxes, unemployment insurance or maintaining workers compensation insurance coverage for their own employees, agents and officers. Nothing herein shall be construed to create any employment relationship between the parties by virtue of this contract and no health insurance, life insurance, retirement, vacation or other benefits are granted by one party to the other by virtue of this contract. No Provider Agency employee or agent shall be authorized to act or speak on behalf of Lee County. Nothing in this Agreement shall be construed to create any employer/employee relationship or a joint venture relationship or to allow the parties to exercise control over one another or over the manner in which their employees or agents perform the services which are the subject of this Agreement except as provided in the Reimbursement terms.
4. The Provider is solely responsible for all actions by its agency, employees and representatives and shall indemnify and hold harmless Lee County, its officers and employees from any and all liability in connection with the actions of Provider's agency. Lee County shall in no way be responsible for any damages, claims or injuries to any of Provider's employees, representatives, donees or the agency in connection with the appropriations from this Fund.
5. Both parties acknowledge that information concerning clients may need to be protected and held confidential due to the nature of the treatment or service rendered. The parties shall abide by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to preserve the confidentiality of protected health information. Preservation of confidential information extends to written, published and media distribution. The Confidentiality requirement shall survive the termination of this Agreement to the extent required by law.
6. The parties agree the County reserves the right to request and conduct an onsite visit as part of its duty to monitor these funds. The County, or authorized representative, has the right at all reasonable times to make site visits and the Provider shall provide all reasonable facilities and assistance for the safety and convenience of such representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly interfere with or delay the work of the Provider.
7. The parties acknowledge and agree that the County is subject to the North Carolina Public Records Law and that documents, including this Agreement, may be disclosable public records.
8. This Agreement shall be construed under and governed by North Carolina law and any claim for breach or enforcement shall be filed in Lee County, North Carolina.
9. This Agreement may be amended in writing signed by both parties.
10. This Agreement may not be assigned by either party for any reason.

11. This Agreement may be terminated for any reason by either party with 30 days written notice to the other party. In the event, there are outstanding reimbursement requests, they will be paid dependent upon funding and approval.
12. No waiver of any breach of this Agreement shall be valid unless it is expressly given by written notice signed by the Non-breaching party. Any express written waiver is not a waiver of any subsequent breach.
13. This is the entire Agreement of the parties and supersedes any prior agreements, discussions, or representations, oral or written. The parties agree that this Agreement is the final and entire Agreement between the parties.
14. The undersigned parties represent and warrant that they are authorized to bind their agencies to the terms of this Agreement.
15. The parties agree that they will attempt to mediate any dispute arising under this Agreement using a North Carolina certified mediation. In the event they cannot reach an agreement, jurisdiction for any legal proceedings concerning this contract or agreement shall be in the state courts of North Carolina. Venue for such proceedings shall be Lee County.
16. The Contractor (Provider) acknowledges it and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.
17. The Contractor (Provider) acknowledges and certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.
18. The Contractor (Provider) acknowledges that by contracting with Lee County and receiving public funds, they may be subject to potential examination, evaluation and investigation, including access to buildings and documents and compelled testimony, by the Joint Legislative Commission on Governmental Operations under Section 27.10(b) of North Carolina S.L. 2023-134. Contractor acknowledges that Lee County has no control over the Commission and its activities.
19. The County, and thus the Provider, is subject to the requirements of the Local Government Budget and Fiscal Control Act, Chapter 159 of the North Carolina General Statutes; Local Government Commission rules; the Federal Single Audit Act of 1984 (as if the Opioid Settlement Funds were federal funds); the State Single Audit Implementation Act; Generally Accepted Government Auditing Standards; and all other applicable rules, laws and accounting standards.
20. The County, and thus the Provider, is subject to financial audit by an independent certified public accountant in a manner no less than what is required under G.S. 159-34.

9. Reporting

1. Financial Reporting: The Provider shall maintain adequate records that clearly support the charges and expenditures incurred under this Contract. Supporting documentation shall be provided. If requested by the County, Provider may be required to submit additional financial reports during the term of this Contract.
2. Impact Reporting: The Provider, quarterly, shall obtain and report the following information to the County that is included on Exhibit C that includes the following:

- a. Brief progress report: describing the strategy funded, evidenced based treatment, and progress made during the quarter.
- b. Brief success story: from a person who has benefited from the strategy (de-identified unless the person has agreed in writing to be identified) recommended length approximately 250 words.
- c. One or more process measures: addressing “how much did you do?” Examples: number of persons enrolled, treated, or served, number of participants.
- d. One or more quality measures: addressing the question “how well did you do?” Examples, percentage of clients referred to care or engaged in care, percentage of staff with certification qualification, level of client or participant satisfaction as shown in a survey.
- e. One or more outcome measures: addressing “is anyone better off?” Examples: number or percentage of clients with stable housing or employment, self-report measures of client recovery capital such as overall wellbeing and healthy relationships.
- f. In connected with c, d, and e above, demographic information on the participation or performance of people of color and other historically marginalized groups.

IN WITNESS WHEREOF, Lee County and the Provider consent and agreed to the terms as set forth herein and have caused this Agreement to be executed by their authorized representatives.

Mary Harmon, CEO
Provider

Name/Title

05/01/2020
Date

Kirk Smith, Chair
Lee County

Date

EXHIBIT A: LIST OF LICENSED PROVIDERS

<u>LICENSED PROVIDER NAME</u>	<u>Add LICENSE STATE</u>	<u>LICENSE NUMBER</u>
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EXHIBIT B: LIST OF APPROVED EXPENSES

Medicaid reimbursement rates for behavioral health services as established by Trillium Health Resources, that serves as Lee County's LME/MCO.

The only approved rate will be: H0020, Alcohol and/or Drug Services; methadone administration/ Medicaid B, at the rate set by Trillium Health Resources and posted at the following:

<https://www.trilliumhealthresources.org/for-providers/billing-codes-rates-check-write-schedule>

EXHIBIT C: REPORT REQUIREMENT DOCUMENTATION

Forms will be provided to the Provider and Provider will be expected to return forms to the County quarterly.

The form can be found at: <https://forms.office.com/g/93gkEhcFHg>

Sanford Treatment Center

2800 Industrial Drive
Sanford, NC 27332
(919) 776-0711

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

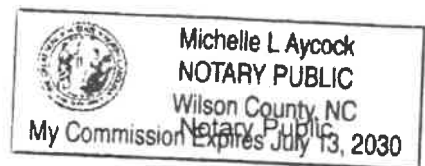
State of North Carolina
County Wilson

I, Michelle L Aycock, Notary Public for said County and State, certify that
Robyn Mitchell personally appeared before me this day and acknowledged
that he/she is Robyn Mitchell of Sanford Treatment Center
[name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of
Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held
on the 13th day of May, 2026

Sworn to and subscribed before me this 13th day of May, 2026

Michelle L Aycock
(Official Seal)



My Commission expires 7-13-2030, 20__

.....
Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Sanford Treatment Center
Name of Organization

Robyn Mitchell
Signature of Organization Official

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Sanford Treatment Center
Name of Organization

Roby Mitchell
Signature of Organization Official

May 13, 2026
Date

Sanford Treatment Center

2800 Industrial Drive

Sanford, NC 27332

(919) 776-0711

To: State Agency Head and Chief Fiscal Officer
Lee County Government

Date:

Certification:

We certify that the Sanford Treatment Center (organization's name) does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

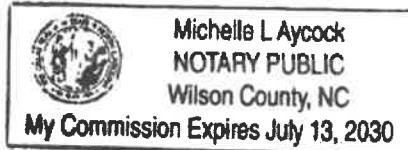
Macy Hamm (Board Chair) and Robyn Mitchell(Second Authorizing Official) being duly sworn, say that we are the Board Chair and Vice President (Title of Second Authorizing Official), respectively, of Sanford Treatment Center (Name of Organization) of Sanford, North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Macy Hamm
Board Chair
Robyn Mitchell
Second Authorizing Official

Sworn to and subscribed before me on the day of the date of said certification.

Michelle L Aycock
(Notary Signature and Seal)

My Commission Expires: 7-13-2030



¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

Sanford Treatment Center

2800 Industrial Drive
Sanford, NC 27332
(919) 776-0711

STATEMENT OF NON-SUSPENSION OR DEBARMENT

I, Robyn Mitchell (Organization Official), representing
Sanford Treatment Center (Name of Organization), do hereby certify that
Sanford Treatment Center (Name of Organization) is not debarred, suspended or
otherwise prohibited from doing business with any Federal, State or local governmental entity.

Robyn Mitchell

Company Official

Robyn Mitchell

Printed name/ Title

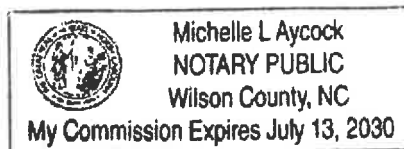
May 13, 2020

Date

Sworn to and subscribed before me on the day of the date of said certification.

Michelle L Aycock
(Notary Signature and Seal)

My Commission Expires: 7-13-2030





ITEM #: II.F

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: Information Technology Support and Licensing Renewals 2026-2027

DEPARTMENT: Information Technology

CONTACT PERSON: Kyle Edwards,

TYPE: Consent Agenda

REQUEST	Request preliminary approval of these items based on the County Manager's recommended budget and adoption of the budget for fiscal year 2026-2027. Requesting authority be given to the County Manager to approve these purchase orders and sign any related contracts once approved through the legal team so that action can be taken on them as soon as July 1, 2026.
BUDGET IMPACT	Microsoft Enterprise Agreement (\$94,553) - competitively bid state contract Microsoft Office 365 Licensing (\$207,052) - sole source via vendor that provides proprietary training and documentation with license price direct from Microsoft Tyler Technology (\$93,942) - sole source directly from Tyler Technology Sentinel One Endpoint Protection (\$49,509) - competitively bid state contract Qualys Vulnerability Scanning (\$57,594) - competitively bid state contract Social Services covering approximately 22% of cost for reimbursement for all resulting in ~\$55,292 reimbursement
ATTACHMENTS	
PRIOR BOARD ACTION	The Board of Commissioners has approved this action in prior years

RECOMMENDATION	Authorize the County Manager to approve the purchase orders related to these expenses as the items must have action as soon as July 1, 2026.
SUMMARY	

The Tyler Technology support costs are associated with legal licensing requirements as set out by Tyler Technology and software support for the Munis system used by Finance, Human Resources, and all other County Departments. The Microsoft support and licensing costs are associated with legal licensing requirements as set out by the Microsoft corporation for server, desktop, MS Office, MS Teams licensing, and O365 licensing for County email and MS Office. This cost not only provides for the licensing but also offers various other software assurance benefits for version upgrades, MS Home Use, training hours, implementation planning hours, and instant future version upgrade accessibility. Sentinel One is the County's endpoint protection suite that covers all desktops and laptops in the County from malicious software, bad actors, etc. Finally, Qualys is the County's vulnerability scanning solution that scans all endpoints on the network and analyzes and reports on security vulnerabilities that would create potential breach or security events in the County's infrastructure. We are also given paths for remediation via the Qualys dashboard.



ITEM #: II.G

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: Cost per Copy Contract Renewal

DEPARTMENT: Information Technology

CONTACT PERSON: Kyle Edwards,

TYPE: Consent Agenda

REQUEST	Give authority to the County Manager to sign all documents associated with the renewal of the Cost per Copy contract.
BUDGET IMPACT	The renewal contract is \$900 more than the existing contract over the course of a 5 year period (\$180 additional per year). Total contract cost is \$463,440 and the procurement vehicle is NC State Contract 204D.
ATTACHMENTS	
PRIOR BOARD ACTION	The Board of Commissioners approved this cost per copy contract 5 years ago.
RECOMMENDATION	Give authority to the County Manager to sign all documents, purchase orders, and contract(s) associated with the Cost per Copy contract renewal once any contract or legal issues are worked through and satisfied by all parties.
SUMMARY	

The renewal of the cost per copy contract ensures continued service, technical support, and toner supplies for the 54 large format printer/copier machines currently deployed across all County departments. These devices are now five years old and will remain in service until they reach end of support in approximately five years. As part of this renewal, eight large format units that have reached, or will reach, end of service within the next five years will be replaced.

The contract also includes the replacement of 40 small desktop printers and provides toner for these devices. This refresh reduces our desktop printer fleet from 58 to 40 units, as the existing devices are more than ten years old, no longer efficient, and increasingly difficult to maintain. Consolidating the fleet allows for a more manageable, cost effective, and operationally efficient printer environment.



ITEM #: II.H

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

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

DEPARTMENT: Health

CONTACT PERSON: Heath Cain, Health Department Director

TYPE: Consent Agenda

REQUEST	This request is to approve the NCAPHA contract for FY 26-27.
BUDGET IMPACT	For FY 27, a total of \$109,265 has been included in the budget to pay for the contracted interpreter and infant mortality position. This is included in the proposed budget. Funds are being used from Cost Settlement and the Infant Mortality Program to pay for these positions; no county match.
ATTACHMENTS	SS.26-27.Lee (1).pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	The Health Department respectfully requests the Commissioners to approve the FY 2026-2027 NCAPHA Staffing Agreement.
SUMMARY	

The NCAPHA staffing agency will be utilized to hire grant funded positions or fill vacant budgeted positions. NCAPHA will recruit, screen, hire, and assign its employees to perform tasks in accordance with the Lee County Health Department specifications as described to the agency in writing for staffing under the Health Department's supervision and will be the common law employer of assigned employee. Proposed positions in Infant Mortality and our Interpreter position are paid thru NCAPHA. For FY 27, a total of \$109,265 has been budgeted to pay for both the interpreter and infant mortality contracted position. Funds are being used from Cost Settlement and the Infant Mortality Program to pay for these positions; no county

match.



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

The North Carolina Alliance of Public Health Agencies, Inc., entered into effective as of July 1, 2026, with its principal office located at PO BOX 369 Clayton, North Carolina 27528 (“Agency”), and Lee County Health Department, with its principal office located at 106 Hillcrest Drive, Sanford NC 27330 (“Client”) agree to the terms and conditions set forth in this Staffing Agreement (the “Agreement”).

1. Agency Duties and Responsibilities

Agency will:

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

representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services;

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

1.2 Right to Control

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

2. Client Duties and Responsibilities

Client will:

- a. Properly supervise Assigned Employee's work performance and be responsible for Client's business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, and systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Agency's express prior written approval or as strictly required by the job description provided to Agency;
- c. Provide Assigned Employee with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which Assigned Employee may be exposed at the work site;
- d. Not change Assigned Employee's job duties without Agency's express prior written approval;
- e. Exclude Assigned Employees from Client's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits;
- f. Reimburse Agency for advertising conducted with respect to recruiting specific

personnel, when advertising is done at the request of Client;

- g. Comply with OSHA Bloodborne Pathogen Exposure Control regulations found under OSHA Standard 29 C.F.R.e.1910. Client certifies that it has developed and follows an Exposure Control Plan in conformance with those regulations. At the time of initial assignment to tasks where occupational exposure may occur, Client will provide Assigned Employee with training in compliance with OSHA Standard 29 C.F.R.e.1910. Client agrees to provide post exposure evaluation and follow-up pursuant to OSHA Standard 29 C.F.R.e.1910, if an exposure incident occurs to any Assigned Employee and to provide copies of all records of post-exposure care to Agency. Client agrees to orient Assigned Employee to Client's policies, procedures, operations and OSHA/Infection Control procedures, and inform the Agency of training dates and any changes in the Client's policies and procedures;
- h. Designate a representative to report to Agency all time worked by each Assigned Employee on a mutually agreed schedule;
- i. Be responsible for compliance with all relevant safety and health laws and regulations during the period of the Assigned Employee's assignment under Client's supervision, including but not limited to JCAHO regulations relating to orientation and evaluation and HIPAA regulations.

Payment Terms, Bill Rates, and Fees

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

Confidential Information

- 5. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such

information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of Client's confidential information will be imputed to Agency as a result of Assigned Employees' access to such information.

Cooperation

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

Indemnification and Limitation of Liability

7. To the extent permitted by law, Agency will defend, indemnify, and hold Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Agency's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of Agency or Agency's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
8. To the extent permitted by law, Client will defend, indemnify, and hold Agency and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of Client or Client's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
9. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
10. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within five business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

Term of Agreement

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

Miscellaneous

12. While Agency follows the guidelines described in Exhibit C and will give each Assigned Employee safety and standards online training relating to safety, universal precautions, occupational exposure to bloodborne pathogens, other safety issues and HIPAA regulations, Client will provide each Assigned Employee with all necessary site-specific training, orientation and evaluations that may be required by federal, state or local occupational safety laws or rules, including JCAHO and HIPAA, for members of Client's workforce. Further, Client will only assign Assigned Employee to work in the clinical specialty areas in which they are professionally qualified and oriented to work. In the event of any actual or threatened claim arising out of or relating to the acts of omissions of the Assigned Employee, Client shall provide Agency written notice of such claim promptly and, in no event, later than 30 days after Client knew, or reasonably should have known of such claim
13. The parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws. Client agrees that it will promptly investigate allegations of discrimination, harassment, and retaliation. Client further agrees that it will report to Agency any suspected discrimination, harassment and/or retaliation either by or against Assigned Employee immediately.
14. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
15. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
16. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
17. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
18. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
19. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
20. Client will not transfer or assign this Agreement without Agency's written consent.
21. All notices, demands, requests or other instruments which may be or are required to be

given hereunder shall be in writing and sent to the addresses set forth below, by hand delivery, certified mail – return receipt requested, or via overnight courier, postage prepaid.

AGENCY: NC Alliance of Public Health Agencies, Inc.
PO BOX 369
Clayton, North Carolina 27528

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

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

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

[Signatures on next page]

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

Lee County Health Department

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

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

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

Client Finance Officer:

Signature

Printed Name

Title

Date

EXHIBIT A
BENEFITS WAIVER FOR ASSIGNED EMPLOYEES

AGREEMENT AND WAIVER

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

EMPLOYEE

WITNESS

Signature

Signature

Printed Name

Printed Name

Date

Date

EXHIBIT B COMPENSATION

SCHEDULE OF RATES. Hourly rates are as set forth below or as otherwise determined by Agency and Client in writing plus a 33% administrative fee. For Salaried Assigned Employee whose annual salary, excluding the administrative fee, is less than \$100,000, and works a fixed schedule and receives the same salary each pay period, an administrative fee of 24% will apply after 90 days of employment. For Salaried Assigned Employee whose annual salary, excluding the administrative fee, total more than \$100,000, an administrative fee of 19% will apply. Travel and work-related expenses will be based on the approved county travel reimbursement rate. Environmental Health professionals will be compensated for travel, meals and lodging at the approved county travel reimbursement rate. Travel and work-related expenses are exempt from the administrative fee.

- B. OVERTIME. This Paragraph is only applicable to Assigned Employee who are eligible to receive overtime compensation pursuant to applicable law. Agency will charge Client special rates for premium work time only when an Assigned Employee's work on assignment to Client, viewed by itself, would legally require premium pay and Client has authorized, directed, or allowed the Assigned Employee to work such premium work time. Client's special billing rate for premium hours will be the same multiple of the regular billing rate as Agency is required to apply to the Assigned Employee's regular pay rate. Client will be billed one and one-half (1.5) times the rate set by the Client for time worked by Assigned Employee for all hours worked more than forty (40) hours per week and in accordance with state and federal wage and hours laws. If, during the terms of this Agreement or at any time, any applicable law requires Agency to pay overtime to its Assigned Employee based on any standard other than 40 hours per week, Agency shall bill the overtime rate pursuant to the applicable law. Agency may comply with Client's policies regarding overtime when they follow state and/or federal wage and hours laws and are communicated at the time of the contract or communicated to Agency at least ninety (90) days prior to the effective date of such changes.
- C. EXPENSES. Travel and other expenses incurred by an Assigned Employee in providing services to Client under this Agreement may be included on the Assigned Employee's applicable time sheet and reimbursed to the Assigned Employee through the Assigned Employee's paycheck from, Agent at Client's expense.
- D. ACA COMPLIANCE. Agency shall comply with all provisions of the Patient Protection and Affordable Care Act ("ACA") applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations applicable to Assigned Employee, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "fulltime" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations. If the Assigned Employee does not report to work for illness or some other reason outside of Client's control, Client will not be billed for these hours except in the case of salaried Assigned Employee, with leave concession addressed at time of hire.

EXHIBIT C REQUIREMENT GUIDELINES

<u>REQUIRED:</u>	Schedule	Interpretation
Hepatitis B	2 doses, 4 weeks apart; 3 rd dose, 5 months after 2 nd ; booster not necessary	Agency's policy follows CDC recommendations. Documentation of 3 doses of Hepatitis B vaccination (at appropriate intervals), serologic proof of immunity or declination of the series of vaccines signed by the healthcare worker.
MMR (Measles, Mumps, Rubella)	2 doses, 4 weeks apart	Agency's policy follows CDC recommendations for healthcare personnel (HCP) born in 1957 or later without serologic evidence of immunity or prior vaccination give 2 doses of MMR, 4 weeks apart. For HCP born prior to 1957, is considered acceptable evidence of measles, mumps and rubella immunity, however Agency follows CDC recommendation that a HCP get a titer but it is not required (unless a work site requirement.)
Varicella (chicken pox)	2 doses, 4 weeks apart	Agency follows CDC recommendation all HCP who have no serologic proof of immunity, prior vaccination, or history of varicella disease, give 2 doses of varicella vaccine, 4 weeks apart; all HCP be immune to varicella with proof of Titer.
<u>HIGHLY RECOMMENDED:</u>	<i>[Not Required]</i>	<u>Employee must obtain if required by their work site.</u>
COVID	Fully Vaccinated following CDC guidelines.	To be considered fully vaccinated, employee must have received two (2) doses of either the Moderna COVID-19 vaccine or the Pfizer COVID-19 vaccine; or have received one (1) does of the Johnson & Johnson COVID-19 vaccine; or all actual dosages of a COVID-19 vaccine authorized by the FDA for a clinical trial.
Influenza		
Tetanus, diphtheria, pertussis	Td booster every 10 years after one Tdap	Agency follows CDC recommendation all HCP get a Td booster does every 10 years, following the completion of the primary 3-dose series. Also, All HCP younger than 65 get a 1-time does of Tdap, if they have direct patient contact.
Tuberculosis Skin Test Screening	Upon Hire –Two step TST; Annual TB skin test for settings classified as medium risk for HCWs who	Agency's policy for Tuberculosis screening follows CDC recommendations.

	have the potential for exposure to M. Tuberculosis through air space shared with persons with TB disease	
State license, registration or certification (when required)	Per state board of nursing or other licensing agency	Agency contacts the State Board or other licensing agency prior to the Assigned Employee's start date to confirm that the license, registration or certification is active and in good standing. Agency will not knowingly employ a professional that has an action against their license.
BCLS (CPR)	Current Card	Agency accepts current BCLS certification from either AHA, Red Cross, or hospital issued cards as long as they are the standard requirements for Assigned Employee.
Criminal Background Check	Performed upon hire	Agency's policy is to conduct Criminal Background Checks upon hire on all Assigned Employee unless otherwise instructed by client. If there is a gap in employment or the Assigned Employee leaves the company for more than 6 months, a criminal background check will need to be updated prior to the start of the next assignment.
OIG Sanctions Check	Upon application	Agency has a check procedure in place. Each applicant is checked against the OIG database upon application.
I-9	Upon hire and if documents expire	Agency collects a completed I-9 and the appropriate INS required documentation on every Assigned Employee member prior to their start date.
<i>AGENCY participates in E-Verify (As required by law.)</i>	Upon hire	Agency will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization. IMPORTANT: If the Government cannot confirm that a new hire is authorized to work, this employer is required to give new hires written instructions and an opportunity to contact DHS and/or the SSA before taking adverse action against you, including terminating their employment. Agency will not use E-Verify to pre-screen job applicants and may not limit or influence the choice of documents new hires present for use on the Form I-9. To determine whether Form I-9 documentation is valid, Agency uses E-Verify's photo matching tool to match the

		photograph appearing on some permanent resident cards, employment authorization cards, and U.S. passports with the official U.S. government photograph. E-Verify also checks data from driver's licenses and identification cards issued by some states.
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ITEM #: II.I

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: Addendum to the MOU between the City of Sanford and the County of Lee for Microtransit

DEPARTMENT: Administration

CONTACT PERSON: Angelina Noel, Assistant County Manager

TYPE: Action Item

REQUEST	Approve the Addendum to the MOU between the City of Sanford and the County of Lee for Microtransit.
BUDGET IMPACT	Additional expenditures of \$137,750 for FY27 with revenues to be covered through expansion of operations in FY27.
ATTACHMENTS	Draft Microtransit Amendment 5.27.26.pdf Fully Executed MOU Microtransit City of Sanford 5.20.25 with Exhibits.pdf Draft Major Expansion of Pilot Zone w Label.jpg Draft Expansion of Pilot Zone Zoomed Out.jpg
PRIOR BOARD ACTION	The Board previously approved the microtransit MOU between Lee County and the City of Sanford at its May 19, 2025 regular meeting. The Board approved Exhibits A and B for the MOU between the City of Sanford and the County of Lee for Microtransit.
RECOMMENDATION	Approve the Addendum to the MOU between the City of Sanford and the County of Lee for Microtransit.
SUMMARY	

The Board has approved the Memorandum of Understanding (MOU) between the County and the City of Sanford for COLTS to operate microtransit services within the City. Before you tonight is an addendum to the original MOU. On May 19, 2026, City Council approved to pay for operations of an additional van on an interim basis for the busiest weekday hours and the purchase of another vehicle to expand the pilot zone to the Tramway Area. The addendum attached reflects these changes.

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANFORD AND THE COUNTY OF LEE
AND THE COUNTY OF LEE TRANSIT SYSTEM**

THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MOU”), is set forth between the CITY OF SANFORD, a municipal government located at 225 E. Weatherspoon Street, PO Box 3729, Sanford, NC 27330 (hereinafter referred to as the CITY) and THE COUNTY OF LEE and THE COUNTY OF LEE TRANSIT SYSTEM, (hereinafter referred to collectively as COLTS), located at 1807 Douglas Drive, Sanford NC and represents a mutual understanding and agreement whereby COLTS will provide the CITY certain services as set forth below. The CITY and COLTS are each a “Party” and collectively “Parties” to this MOU.

WHEREAS, the CITY has been granted a Mobility for Everyone, Everywhere in North Carolina Grant (MEE NC) to fund a pilot microtransit program for a three-year period or for the duration of the grant; and

WHEREAS, the Parties have determined it would be in the best interest of both parties for COLTS to operate the pilot microtransit program for the CITY as a third party provider and to be reimbursed with MEE NC grant funds; and

WHEREAS, the CITY and COUNTY entered into a Memorandum of Understanding on May 20, 2025 detailing their responsibilities to provide expanded public transit service in pilot transit areas; and

WHEREAS, the Memorandum allows the parties to amend their agreement in writing and the parties now mutually desire to amend their agreement to expand the program for public benefit; and

NOW THEREFORE, in consideration of the foregoing and of the mutual promises herein expressed, and intending to be legally bound thereby, the Parties do mutually agree to amend their Memorandum of Understanding signed May 20, 2025 as follows:

1. Add the following to the Obligations of COLTS:

- A. COLTS shall add one (1) additional full size lift equipped transit vehicle to the fleet for the microtransit program which expands the total vehicles to four (4) vehicles to be used for the pilot microtransit program. The additional vehicle shall be purchased and solely owned by Lee County in accordance with the terms of the existing Memorandum of Agreement. The additional vehicle is anticipated to be ready for use by December 31, 2026.
- B. Temporarily, COLTS shall use an existing COLTS minivan as a fourth vehicle for the Microtransit program in the original zone areas and only during the highest requested hours of 6:00 a.m. to 10:00 a.m. and from 1:00 p.m. to 5:00 p.m. The County is the sole owner of this vehicle and the vehicle will not be wrapped but will have magnetic Buzzline identifiers on it during the transition time. This vehicle will not be used in the expanded zone area.

2. Add the following to the Obligations of the CITY:

The City shall continue to reimburse COLTS within 30 days after receipt of invoices at the established rates in the current Exhibit B or as may be amended by future MOU. This rate currently remains at \$78.50 per hour for each vehicle and now includes four (4) vehicles eligible for reimbursement in accordance with the terms of the existing Memorandum of Agreement.

3. Add the following to the Memorandum of Understanding: Upon receipt and implementation of the additional Buzzline van, Exhibit A is amended to show the new additional microtransit zone agreed upon by the parties for expanded service.

4. All remaining provisions and subparts of the Memorandum of Understanding executed on May 20, 2025 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Memorandum of Understanding in a number of counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original Contract. The CITY and COLTS each represent the individual signing this Agreement on its behalf has the power and authority to enter into this Agreement, and that this Agreement constitutes a valid and binding obligation of each party.

COUNTY OF LEE AND
COUNTY OF LEE TRANSIT SYSTEM (COLTS)

CITY OF SANFORD

By: _____
Chairman

By: _____
Rebecca Salmon, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Hailey Hall
Clerk, Lee County Board of Commissioner

Bonnie Bryant
Clerk, Sanford City Council

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

Signature of County Finance Officer

Date

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

Signature of City Finance Officer

Date

EXHIBIT A

TRANSIT ZONE

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANFORD AND THE COUNTY OF LEE
AND THE COUNTY OF LEE TRANSIT SYSTEM**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU"), is set forth between the CITY OF SANFORD, a municipal government located at 225 E. Weatherspoon Street, PO Box 3729, Sanford, NC 27330 (hereinafter referred to as the CITY) and THE COUNTY OF LEE and THE COUNTY OF LEE TRANSIT SYSTEM, (hereinafter referred to collectively as COLTS), located at 1807 Douglas Drive, Sanford NC represents a mutual understanding and agreement whereby COLTS will provide the CITY certain services as set forth below. The CITY and COLTS are each a "Party" and collectively "Parties" to this MOU.

WHEREAS, COLTS currently provides paratransit services within Lee County including areas within the CITY limits; and

WHEREAS, the CITY desires to expand public transit service within its corporate limits and places of employment outside of the corporate limits; and

WHEREAS, the CITY has been granted a Mobility for Everyone, Everywhere in North Carolina Grant (MEE NC) to fund a pilot microtransit program for a three-year period or for the duration of the grant; and

WHEREAS, the Parties have determined it would be in the best interest of both parties for COLTS to operate the pilot microtransit program for the City as a third party provider and to be reimbursed with MEE NC grant funds; and

NOW THEREFORE, and in consideration of the foregoing and of the mutual promises herein expressed, and intending to be legally bound thereby, the Parties do mutually agree as follows:

1. Purpose: The purpose of this MOU is to deploy a microtransit transportation service within a specified zone inside the corporate City limits and to selected places of employment within the County corporate limits for a three (3) year pilot project period. The approved pilot microtransit zone is attached as Exhibit A. The goal is to provide affordable, efficient, reliable and accessible transit within the microtransit zone.

2. Obligations of COLTS: COLTS shall

- Be responsible for the administration of the COLTS program and its employees and be responsible for the daily operations of the three (3) vehicles used for the pilot microtransit program.
- Provide coordinators to work directly with the CITY for the reimbursement procedure as shown in Exhibit C.

- Purchase and be the sole owner of three (3) vehicles designated for use for the pilot microtransit program which will be solely owned by Lee County. At least one of the vehicles shall have a handicap lift.
- Calculate the cost for the initial marketing plan for the microtransit program into its computation for the required hourly rate.
- Allow and pay for wrap branding for the pilot microtransit to be placed on the three (3) vehicles provided the COLTS logo also appears somewhere on the vehicle.
- Provide maintenance for the three (3) vehicles used in the pilot microtransit program. COLTS shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the NCDOT's State Management Plan ("SMP"). COLTS shall register all vehicle maintenance activities into NCDOT's Asset Management System (AssetWorks) or an electronic version of same. NCDOT shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. COLTS shall collect and submit to NCDOT at such time and in such manner as it may require information for the purpose of NCDOT's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- Maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that NCDOT determines otherwise in writing. COLTS shall document its maintenance program in a written plan. NCDOT shall conduct inspections as it deems necessary to confirm proper maintenance on the part of COLTS pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. COLTS shall make every effort to accommodate such inspections by NCDOT in accordance with NCDOT's desired schedule for such inspections.
- COLTS shall also maintain and make available to NCDOT upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the COLTS' maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.

- Purchase and be the sole owner of all software and hardware that will operate both the pilot microtransit program and the current COLTS paratransit program concurrently as a commingled system
- Provide transportation for pilot microtransit program clients who use the software app or Call Center to request rides using the three (3) COLTS vehicles within the designated approved zone as shown on Exhibit A and during the hours and times as shown on Exhibit B. No transportation is required for walk up clients unless the app or Call Center is used.
- Collect all ride fares from the micro transit passengers and submit to the CITY. Passenger reports provided to the CITY will verify fares collected.
- Agree to keep and maintain good and proper business records of all services and charges.
- Make all books and records maintained by COLTS pertaining to this Agreement available to the CITY or its representatives for the purpose of inspection or audit during normal business hours and upon reasonable notice.
- Submit to the CITY, on or about the fifth (5th) working day of each month, a monthly invoice based on the hourly reimbursement rates in Exhibit B for services in the pilot microtransit program for the previous month. Within said monthly statement, COLTS will provide a report of the total number of clients transported, the number of trips and destinations traveled.
- Every effort will be made to provide transportation during emergencies or inclement weather. However, the pilot microtransit program will operate in accordance with the COLTS Weather Policy. In the event the pilot microtransit program cannot run due to weather conditions or emergency issues, notice will be given to the CITY coordinator.
- COLTS will maintain all certifications and requirements for drivers and system operations as required by the Federal Transit Administration and NC Department of Transportation.
- COLTS agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, as amended, and produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or NCDOT to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. COLTS agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.
- COLTS may, in its sole discretion, terminate a passenger's right to transportation due to misconduct of the passenger. Disruptive or abusive behavior to the other passengers or to the driver will not be tolerated.

Examples of misconduct include, but are not limited to, profanity, possession of weapons, eating, drinking, smoking, loud talk or singing, drug use or intoxication.

- If COLTS receives any individually identifiable health information ("Protected Health Information" or "PHI") of any passenger of the pilot microtransit program, pursuant to its services hereby provided, or creates or receives any PHI on behalf of the CITY, COLTS shall maintain the security and confidentiality of such PHI as required of the CITY by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the American Recovery and Reinvestment Act of 2009 ("ARRA") and the regulations promulgated there under.
- At all times during this Agreement, COLTS shall maintain at its expense, policies of comprehensive public liability, medical/professional liability, and motor vehicle insurance against all claims for damage or loss of property, and for bodily injury including death resulting from COLTS or its employees' negligence, in minimum amounts of one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in the aggregate. Upon termination of this Agreement and for a period of two (2) years following termination, COLTS shall maintain liability insurance or obtain tail insurance to cover acts or omissions of COLTS arising out of or related to this Agreement. COLTS shall provide, as frequently and in such manner as NCDOT may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment.

3. Obligations of the CITY: The City shall

- Establish a Microtransit Advisory Board for routine oversight for the duration of the pilot microtransit program. The Microtransit Advisory Board (MAB) members shall include the Mayor of the City of Sanford, an appointed Lee County Commissioner, CEO of Sanford Area Growth Alliance or his/her designee, Central Carolina Community College President or his/her designee, Sanford Tourism Development Authority Executive Director, El Refugio Executive Director, and Stevens Center Executive Director. In addition, there will be five (5) Ex-Officio Non-Voting Members consisting of the City/County Planning Director, City/County Transportation Planner, County of Lee Mobility Manager, COLTS Director/Management Staff and County of Lee Consolidated Human Services Agency Director. The Microtransit Advisory Board will review and make recommendations in an advisory capacity regarding the following:
 - a. Provide initial input on the development of the pilot microtransit program.

- b. Evaluate the operational and financial performance of the pilot microtransit program once operational.
 - c. Communicate private/public partner feedback on the pilot microtransit program.
 - d. Advise and make recommendations to the governing boards on any microtransit issues that the MAB considers appropriate for their consideration.
 - e. Develop and recommend to the City Council a Microtransit Marketing Plan, name for the system, logo and design and timeline for publicity prior to the start of service. Vehicles purchased by COLTS shall have the COLTS logo at some place on the vehicle.
 - f. Recommend to the City Council the initial zone for operation service and microtransit pick-up/drop-off points to major employers outside of the zone.
 - g. Recommend to the City Council the days and hours of service operation.
 - h. Recommend to the City Council the initial rider rate fare.
 - i. Monitor and assess the microtransit ridership activity to determine if boundaries, hours, and/or fares should be updated.
- The Sanford City Council will approve the final initial Microtransit Marketing Plan, including the name for the system, logo and design, and timeline for publicity prior to the start of service.
 - Provide coordinators to work directly with COLTS for the reimbursement procedure as shown in Exhibit C.
 - Reimburse COLTS within 30 days after receipt of invoices at the established rates in Exhibit B or as may be amended by future MOU.
 - Be completely responsible for the accurate administration of the MEE NC grant for the total term of the grant and hold COLTS and Lee County harmless from any and all liability in connection with the grant and its administration.
 - Provide the COLTS coordinator with a copy of the grant terms, conditions and contract upon the execution of this MOU. Notify COLTS of any changes to the terms of the MEE NC grant within 10 days of notice of the changes.
 - Apply for any funding carryover or extension of the original grant terms in a timely manner and notify COLTS of this application for extension in order to secure the full three years of funding.
 - Agree to keep and maintain good and proper business records of all services and charges.
 - Make all books and records maintained by the CITY pertaining to this Agreement available to COLTS, Lee County or its representatives for the purpose of inspection or audit during normal business hours and upon reasonable notice.

- If the CITY receives any individually identifiable health information ("Protected Health Information" or "PHI") of any passenger of the pilot microtransit program, pursuant to its services hereby provided, reports generated or if it creates or receives any PHI on behalf of COLTS, the CITY shall maintain the security and confidentiality of such PHI as required of COLTS by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the American Recovery and Reinvestment Act of 2009 ("ARRA") and the regulations promulgated there under.
- In the event of the loss of the grant funding due to CITY action, termination of the program, the end of the grant, or the termination of the contract, the amounts due and owing to COLTS shall be paid in accordance with the terms of this contract up for all amounts owed up to the date of the termination of the program. The CITY shall immediately notify COLTS of any loss of grant money or termination of the grant program.
- Notify COLTS and Lee County within 10 days if the City of Sanford or NC DOT cancels or modify the terms of the Mobility for Everyone, Everywhere in North Carolina (MEE NC) grant.

C. General Terms

1. Term: This Agreement shall take effect as of 5-20-2025 and shall be effective through December 31, 2027 or the last day of any extensions to the grant term, whichever is longer.
2. Amendment: Any modification or amendments to this Agreement shall be in writing and effective when signed by all parties.
3. Rates, Zones, Fares and Hours: The Sanford City Council will determine the final initial pilot project zone, hours of operation, and rider fares. The Lee County Board of Commissioners will determine the hourly rate for COLTS to service the final zone and hours of operation. The parties acknowledge that this is a pilot program and that rates, fares, hours and zones may need to be adjusted due to usage, changes in boundaries, costs, inflation or other reasonable changes in circumstances. The parties agree to work together in good faith to amend Exhibit A and B if necessary during the terms of the contract. Either party may request a change in writing and the reasons for the request to the coordinator for submission to the appropriate Council or Board. All reasonable requests shall be honored.
4. Termination: This Agreement may be terminated by either party upon giving a one hundred and eighty days (180) day written notice to the other.
5. Notice: All notices and other communications pertaining to this Agreement shall be in writing and shall be delivered in person or by certified mail, return receipt requested, postage prepaid.

6. Incorporation of Contract terms: The parties agree that the terms of the MEE NC contract FAIN NC-2025-003-00 and any applicable State or Federal Requirements are incorporated into this contract.
7. Continuing Validity: Failure to enforce any provision of this Contract shall not be construed as a waiver of such a provision or otherwise affect the validity of this Contract. If any provision of this Contract is adjudicated invalid by any court of competent jurisdiction, such invalidity will not affect the remainder of this contract.
8. Books and Records. COLTS and the CITY shall maintain records of the provision of services by COLTS under this Agreement during the term of this Agreement and for a period of up to five (7) years (or longer if state and federal laws shall so require) following termination of this Agreement, and shall make available to the other, or to the Secretary of the Department of Health and Human Services, or, upon request, to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and any books, documents and records of such party that are necessary to certify the nature and extent of the services provided hereunder and the costs therefore.
9. Governing Law. This Agreement shall be construed, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of North Carolina. Any legal proceeding shall be brought in Lee County, North Carolina.
10. Entire Agreement. This Agreement shall include all schedules, addenda, attachments and exhibits hereto, which are incorporated herein, and together constitute the complete agreement of the Parties hereto with respect to the subject matter hereof and shall supersede and render null and void all prior and contemporaneous agreements between the Parties hereto regarding the subject matter hereof, including any previously existing management or management support agreement.
11. Independent Contractors. COLTS and the CITY are independent contractors with respect to the performance of Services under this Agreement. Neither COLTS nor the CITY nor any of their officers, agents, employees or representatives, shall be deemed to be agents, representatives or employees of the other party for purposes of the performance of services under this Agreement. Each party is solely responsible for withholding federal and state income taxes, paying Social Security taxes, unemployment insurance or maintaining workers compensation insurance coverage for their own employees, agents and officers. Nothing herein shall be construed to create any employment relationship between the parties by virtue of this contract and no health insurance, life insurance, retirement, vacation or other benefits are granted by one party to the other by virtue of this contract.

- To the extent allowed by law, each party shall indemnify and hold harmless the other party from any and all liability in connection with the performance of this contract.
12. Non-Assignment: Neither party may assign this Agreement without the express written approval of the other party.
 13. Compliance with E-Verify: The parties must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program.
 14. Non-Discrimination in Employment: The parties will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event a party is determined by final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated in whole or in part.
 15. Force Majeure: Neither party shall be deemed in default if it is prevented from performing due to events beyond reasonable control, including without limitation, fire, power failure, act of war, hostile foreign action, riot, strikes, failure or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, catastrophic epidemic or pandemic or natural event or Act of God.
 16. Public Records: The parties acknowledge that they are each subject to the North Carolina Public Records Law and that documents, including this Agreement may be disclosable public records.
 17. Iran Divestment Act Certification: The CITY and COLTS certify that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.58 (the Final Divestment List) and the City will not utilize any subcontractors performing work under this Contract which is listed on the Final Divestment List. The Final Divestment list can be found on the State Treasurer's website at www.nctreasurer.com/Iran and should be updated every 180 days.
 18. Divestment from Companies that Boycott Israel: The CITY and COLTS certify that (a) It is not identified on the Israel Boycott List or any other list created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80 et.al. and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.
 19. NCDOT shall be informed and included in all ribbon cuttings/dedications/groundbreakings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective 5-20-2025 in a number of counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original Contract. The CITY and

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective 5-20-2025 in a number of counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original Contract. The CITY and COLTS each represent the individual signing this Agreement on its behalf has the power and authority to enter into this Agreement, and that this Agreement constitutes a valid and binding obligation of each party.

COUNTY OF LEE AND
COUNTY OF LEE TRANSIT SYSTEM (COLTS)

By: Kirk D. Smith

Kirk D. Smith, Chairman

Date: 5/20/25

ATTEST:

Whitney Parrish

Whitney Parrish
Deputy Clerk, Board of Commissioners



CITY OF SANFORD

By: Rebecca Salmon

Rebecca Salmon, Mayor

Date: 5/20/2025

ATTEST:

Bonnie Bryant

Bonnie Bryant
Clerk, Sanford City Council

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

Cheryl R. D.

Signature of County Finance Officer

5/20/2025

Date

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

Upethan Stephens

Signature of City Finance Officer

05/20/25

Date

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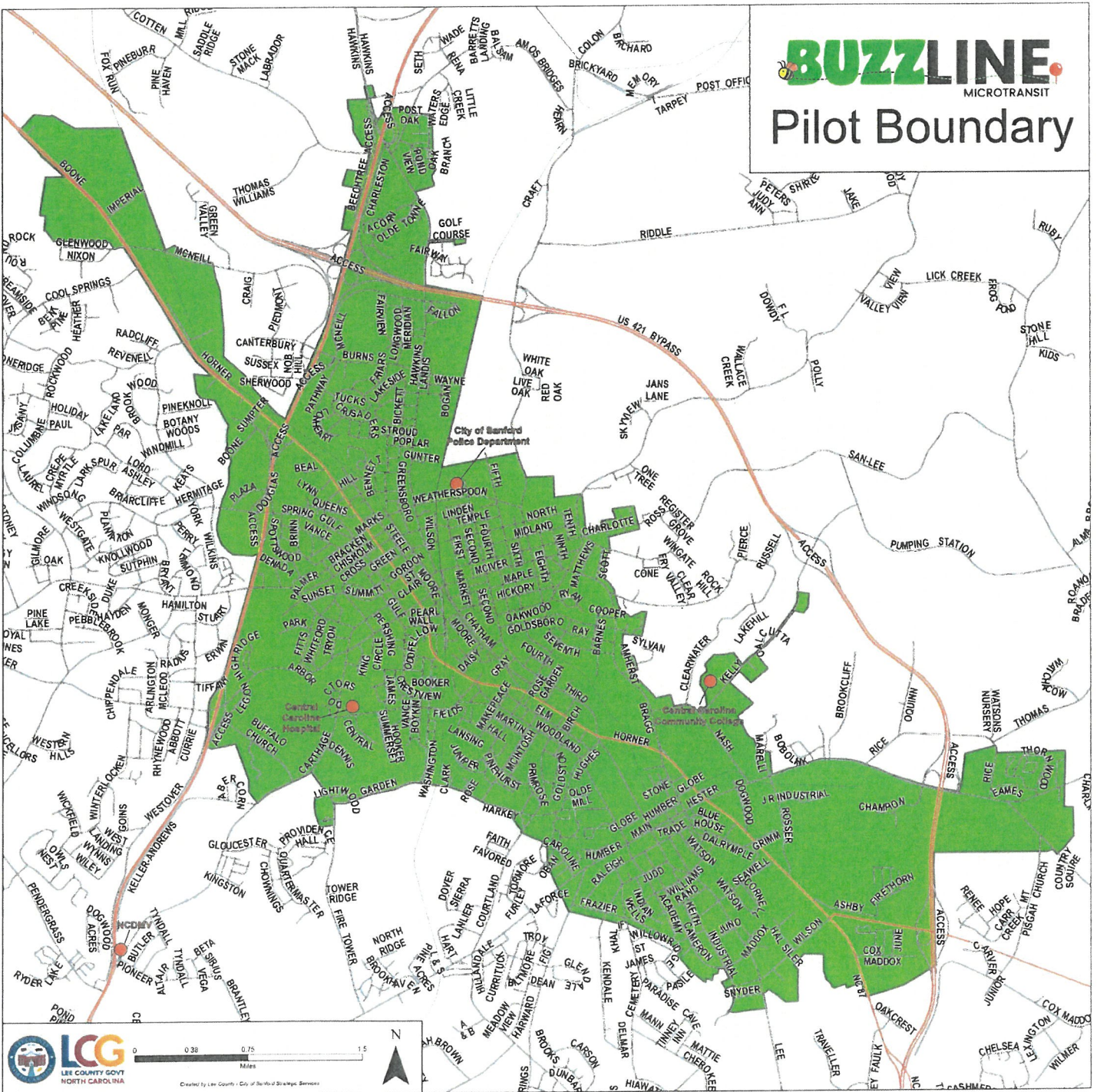


EXHIBIT B

Days and Hours of Operation:

6:00 a.m. to 8:00 p.m.-Monday through Friday

7:00 a.m. to 7:00 p.m.- Saturday and Sunday

Rider Fare Cost (\$ 5 per stop per trip)

Approved Hourly Rate due to COLTS (\$78.50 per hour per vehicle per day)

Any special terms or conditions for rate changes:

Rates subject to a 30-day update dependent on zone changes and demand

EXHIBIT C

COLTS Coordinators contact information is as follows:

Tonya Surratt, COLTS Director/Management Staff, 919-776-7201 extn. 2228,
tsurratt@leecountync.gov

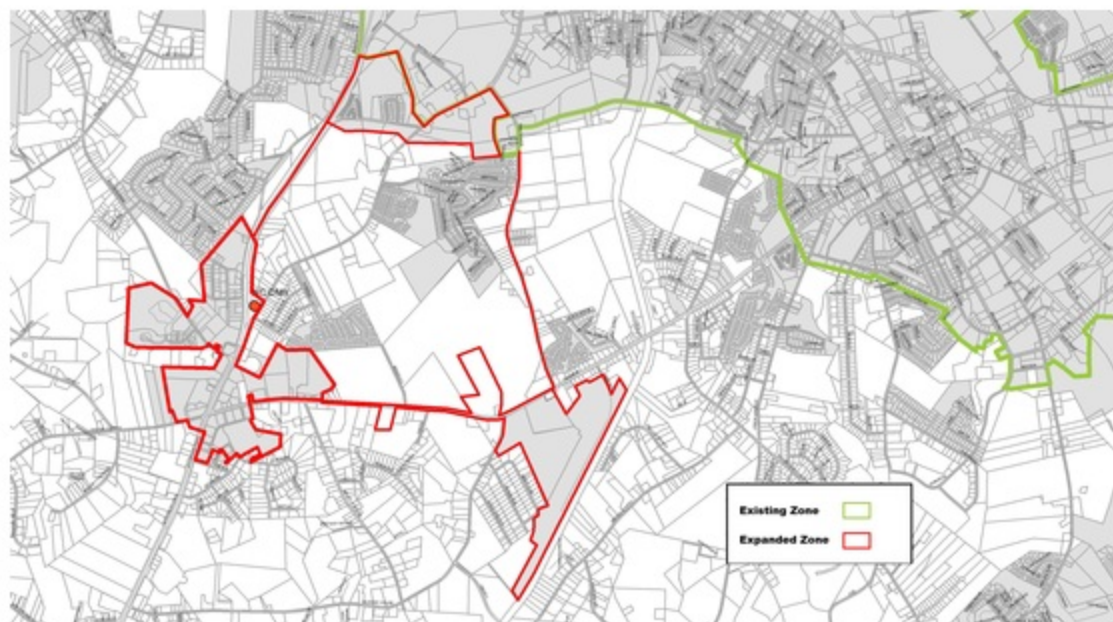
Debbie Davidson, County of Lee Mobility Manager, 919-718-4605 extn 5589,
ddavidson@leecountync.gov

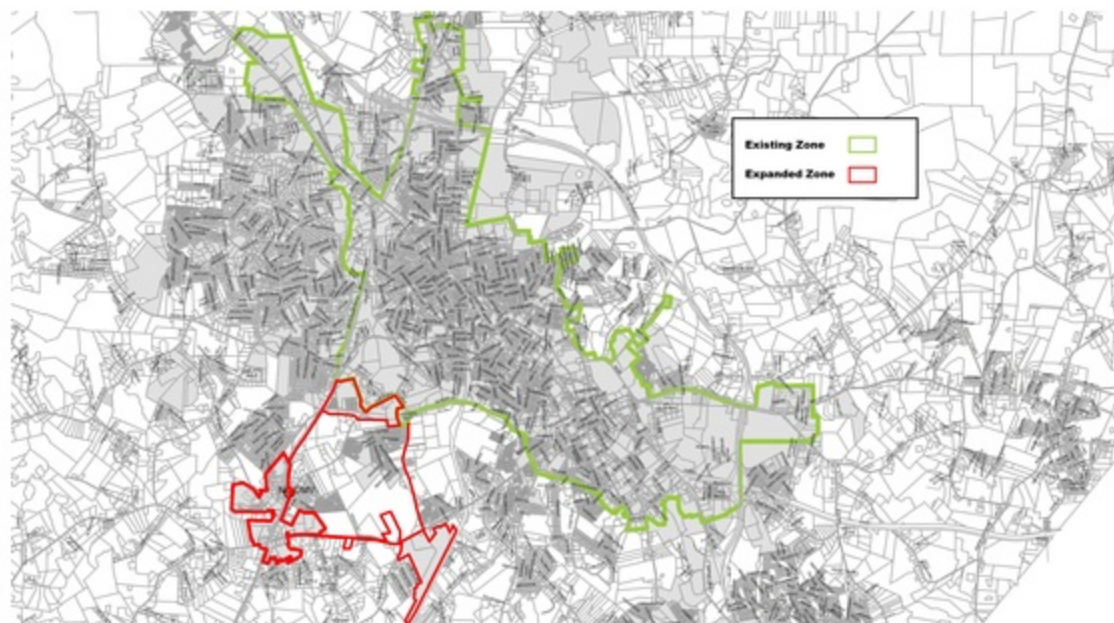
CITY Coordinators contact information is as follows:

David Montgomery, City/County Transportation Planner, 919-718-4657 extn. 5392;
david.montgomery@sanfordnc.net

Marshall Downey, City/County Planning Director, 919-718-4657 extn. 5390;
marshall.downey@sanfordnc.net

Sarah Stout, City Grants Analyst, 919-777-1136; sarah.staut@sanfordnc.net







ITEM #: II.J

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: MOU between Lee County and the Town of Broadway

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish ,

TYPE: Action Item

REQUEST	Approve the MOU between Lee County and the Town of Broadway.
BUDGET IMPACT	\$180,000 of the ARPA revenue replacement loss funds
ATTACHMENTS	Broadway Watson Lake MOU 5.26.26.pdf
PRIOR BOARD ACTION	The Board previously agreed to set aside \$180,000 to help the Town of Broadway fund Phase I of the Watson Lake Park project from ARPA revenue loss funds.
RECOMMENDATION	Approve the MOU between Lee County and the Town of Broadway.
SUMMARY	

The Town of Broadway has been granted a FEMA grant that will be administered through the NC Department of Environmental Quality (NC DEQ) in the amount of \$590,000 to help fund Phase I of design for rehabilitation and repairs to the Watson Lake dam for the health and safety of the public. The grant requires a 65/35 match by the Town. The County has agreed to help fund the match by providing \$180,000 to the Town. The Town will pay \$26,000 towards the match. The Town will provide monthly receipts showing the expenditure of County funds. At this time, staff is asking for approval of the MOU.

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF BROADWAY AND
LEE COUNTY GOVERNMENT

WHEREAS, the Town of Broadway (hereinafter referred to as “Town”) and Lee County (hereinafter referred to as “County”), pursuant to North Carolina General Statute §160A-461, desire by mutual agreement to enter into a legally binding contract; and

WHEREAS, Watson Lake and Watson Lake Park in the Broadway Community is a public area providing recreational activities vital to the community; and

WHEREAS the NC Department of Environmental Quality has recommended rehabilitation and repairs to the dam at Watson Lake for the health and safety of the public and to allow continued use of the lake; and

WHEREAS, the Town applied for and received a FEMA Grant through the NC Department of Environmental Quality Dam Safety Division which is FEMA HHD Grant (EMA-2024-GR-05011) for Phase 1 of the project for design and permitting;

WHEREAS, the FEMA Grant award will provide \$590,000.00 in funds for Phase 1 of the project but requires a 65/35 match by the Town;

WHEREAS, the Lee County Board of Commissioners desire to assist the Lee County citizens residing in the Town with this project to ensure the safety of the dam and continued public use of the lake and park;

NOW THEREFORE, the parties, based upon mutual promises and agreements and other proper consideration, agree as follows:

1. The Town shall be solely responsible for all design, permitting, repairs, and rehabilitation to the Watson Lake Dam.
2. The Town shall be solely responsible for the administration, oversight and responsibilities of its FEMA HHD Grant (EMS-2024-GR-0511) related to this project, including any amendments or changes to the grant and for all state and federal grant reporting requirements for this project.
3. The Town shall be solely responsible for obtaining appropriate documentation to support all expenditures related to the project and grant.
4. The Town shall maintain all accounts, books, ledgers, journals and records related to the project, grant, and this agreement for a minimum of five years after grant completion and make them available for inspection by the County upon reasonable notice.
5. The County agrees to contribute \$180,000.00 towards the required match for the project, with the Town contributing \$26,000.00 towards the required match.
6. The County shall pay to the Town a one time lump sum payment of \$180,000.00 to be used for the Watson Lake Dam project. The Town agrees to provide quarterly reports as to how the funds have been spent.
7. The County shall have no further obligation or duty with regard to this project absent additional action by the Board and an additional written agreement signed by the parties.
8. In the event Town does not begin the project or expend the funds for the project within one year, the one time payment of \$180,000.00 shall be returned to the County.
9. The contact person for the Town is: John Gofrey, Town Manager and the contact person for the County is Lisa Minter, County Manager.

10. This contract may be amended only by written amendments signed and approved by the governing bodies.
11. Jurisdiction for any legal proceedings shall be the state of North Carolina with Lee County venue.

THE UNDERSIGNED, by their signatures, indicate their agreement and ability to contract on behalf of their respective named agencies and that this agreement has been fully authorized by the respective governing bodies of each jurisdiction.

TOWN OF BROADWAY

Donald Andrews, Mayor
Town of Broadway

Date

ATTEST: _____
Town Clerk

LEE COUNTY

Samantha Martin, Chair
Lee County Board of Commissioners

Date

ATTEST: _____
Clerk to the Board



ITEM #: II.K

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: Finance Officer's Bond

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish ,

TYPE: Action Item

REQUEST	Approve Finance Officer's Bond.
BUDGET IMPACT	The cost for the \$1,000,000.00 bond is \$3,500. This will impact the fiscal year 2027.
ATTACHMENTS	26-27 018235958 RB 7.01.2026.pdf
PRIOR BOARD ACTION	The Board approved the Finance Officer's Bond at its December 1, 2025 meeting.
RECOMMENDATION	Approve Finance Officer's Bond.

SUMMARY

The County Finance Officer must have a bond in the amount of \$1,000,000.00. The County approved the bond at its organizational meeting in December 2025. The bond expires June 30, 2026 and a new bond is attached. The new bond will be in place from July 1, 2026-July 1, 2027. At this time, staff is asking for approval of the Bond.



Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6700
Fax: 866-442-4060
Email: HOSCL@libertymutual.com
<https://claims-intake.libertymutualsurety.com>

PUBLIC OFFICIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

No. 018235958

That we Jennifer Ann Waterhouse

of 527 Claftin Street, Sanfor, NC 27330

(Insert Full Name [top line] and Address [bottom line] of Principal)

, as Principal and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire, (hereinafter called the Surety, are held and firmly bound unto Lee County, PO Box 1968, Sanford, NC 27330

(Insert Full Name [top line] and Address [bottom line] of Obligee)

in the aggregate and non-cumulative penal sum of One Million Dollars and Zero Cents

(1,000,000.00) DOLLARS, for the payment of which, well and truly

to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been elected or appointed to (or holds by operation of law) the office of Finance Director for a term beginning on July 1, 2026 and ending on July 1, 2027.

Now, therefore, the condition of this Obligation is such that if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to Lee County, PO Box 1968, Sanford, NC 27330

and this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancelation; and the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be selected or designed by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any interest on said public moneys or funds, any law, decision, ordinance or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collection of which he may be chargeable by reason of his election or appointment as aforesaid.

SIGNED, SEALED and DATED April 10, 2026.



The Ohio Casualty Insurance Company

By: Allison Perez

Allison Perez

Attorney-in-Fact

OATH OF OFFICE

STATE OF _____ }
County of _____ } SS

I, _____,
do solemnly swear (or affirm) that I will support, protect and defend the Constitution of The United States and the Constitution of the
State of _____ and that I will discharge the duties of my office of _____
_____ with fidelity; that I have not
paid or contributed, or promised to pay or contribute, either directly or indirectly, any money or other valuable thing to procure my
nomination or election (or appointment), except for necessary and proper expenses expressly authorized by law; that I have not
knowingly violated any election law of this State, or procured it to be done by others in my behalf; that I will not knowingly receive,
directly or indirectly, any money or other valuable thing for the performance or non-performance of any act or duty pertaining to my
office than the compensation allowed by law. So help me God.

Sworn to and subscribed before me this _____ day of _____, _____



POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allison Perez

all of the city of Morristown, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of April, 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Liberty Mutual Insurance Company ("LMIC") on behalf of itself and the companies listed below has authorized its Attorneys-in-Fact to affix its corporate seal for surety obligations in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact:

Liberty Mutual Insurance Company
Liberty Mutual Fire Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
Safeco Insurance Company of America
American States Insurance Company

LMIC agrees and affirms on behalf of itself and the other companies listed herein, that the digital corporate seal referenced above has the same binding effect when affixed to a bond or a Power of Attorney document as if it were a raised corporate seal.

Effective this 23rd day of March, 2020.

By: 
Renee C. Llewellyn, Assistant Secretary



ITEM #: II.L

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: Capitalization Threshold Increase

DEPARTMENT: Finance

CONTACT PERSON: Jen Waterhouse, Chief Financial Officer

TYPE: Consent Agenda

REQUEST	The Finance Department is requesting the Board to consider raising the capitalization threshold for fixed assets, subscription-based information technology agreements, and leases.
BUDGET IMPACT	N/A
ATTACHMENTS	
PRIOR BOARD ACTION	The Board approved increasing the capitalization threshold from \$500 to \$5,000 on June 24th, 2002.
RECOMMENDATION	Approve increasing the capitalization threshold to \$10,000.
SUMMARY	

Capitalization thresholds are set to help report and depreciate substantially all capital asset values while eliminating the cost of tracking many small value items. Increasing the capitalization threshold not only reduces administrative burden, but it also helps staff focus attention and efforts on material assets. As Lee County continues to grow, workloads are increasing while our ability to increase our budgets to cover staff expansion is restricted. This requires departments to reassess policy and procedures to ensure operation functionality and ensure workloads are manageable within current staffing positions. The County currently has a tracking system in place for sensitive items within the Sheriff's Office, Emergency Management, and IT (guns, ballistic gear, computers, and radios) that would fall under \$10,000. The Finance office position is to center our focus on buildings, vehicles, infrastructure, and major equipment that are driving financial decisions at the Board level. For

these reasons, our request is for your consideration to increase the threshold to \$10,000.



ITEM #: III.A

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: ADD ON - Proclamation Honoring the Life and Service of Marcus Mason

DEPARTMENT: Governing Body

CONTACT PERSON: Hailey Hall, Communications Manager/Clerk to the Board

TYPE: Action Item

REQUEST	Approve the Proclamation Honoring the Life and Service of Marcus Mason.
BUDGET IMPACT	N/A
ATTACHMENTS	PROCLAMATION_Marcus Mason.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Proclamation Honoring the Life and Service of Marcus Mason.
SUMMARY	

This proclamation honoring the life and service of Marcus Mason was added to the agenda at the request of the Chair, and is attached for the Board's consideration.



HONORING THE LIFE AND SERVICE OF MARCUS MASON

WHEREAS, Marcus Mason faithfully served the citizens of Lee County as a member of the Lee County Board of Education, demonstrating a sincere commitment to students, educators, families, and the future of public education; and

WHEREAS, although his tenure on the Board of Education was brief, Marcus Mason quickly earned the respect and admiration of colleagues, school staff, and community members through his compassion, humility, thoughtful leadership, and servant's heart; and

WHEREAS, Marcus Mason believed deeply in the importance of education and worked diligently to better understand the challenges and opportunities facing Lee County Schools in order to serve students and families with integrity and purpose; and

WHEREAS, his willingness to step forward and serve his community reflected courage, dedication, and a genuine desire to make a positive difference in the lives of others; and

WHEREAS, Marcus Mason's kindness, wisdom, and commitment to service touched many throughout Lee County, and his passing leaves a tremendous void in our schools and community; and

WHEREAS, the Lee County Board of Commissioners joins the citizens of Lee County in mourning this loss while also celebrating a life marked by service, compassion, and commitment to others; and

NOW, THEREFORE, BE IT PROCLAIMED that the Lee County Board of Commissioners does hereby honor and remember Marcus Mason for his faithful service to the people of Lee County and extends its deepest condolences to his family, friends, colleagues, and all who knew and loved him; and

BE IT FURTHER PROCLAIMED that the citizens of Lee County are encouraged to reflect upon Marcus Mason's example of service, kindness, and dedication to community.

Presented this 1st day of June, 2026.

Samantha Martin, Chair
Lee County Board of Commissioners

ATTEST:

Hailey Hall, Clerk to the Board



ITEM #: IV.A

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: Public Hearing for FY 2026-2027 Budget

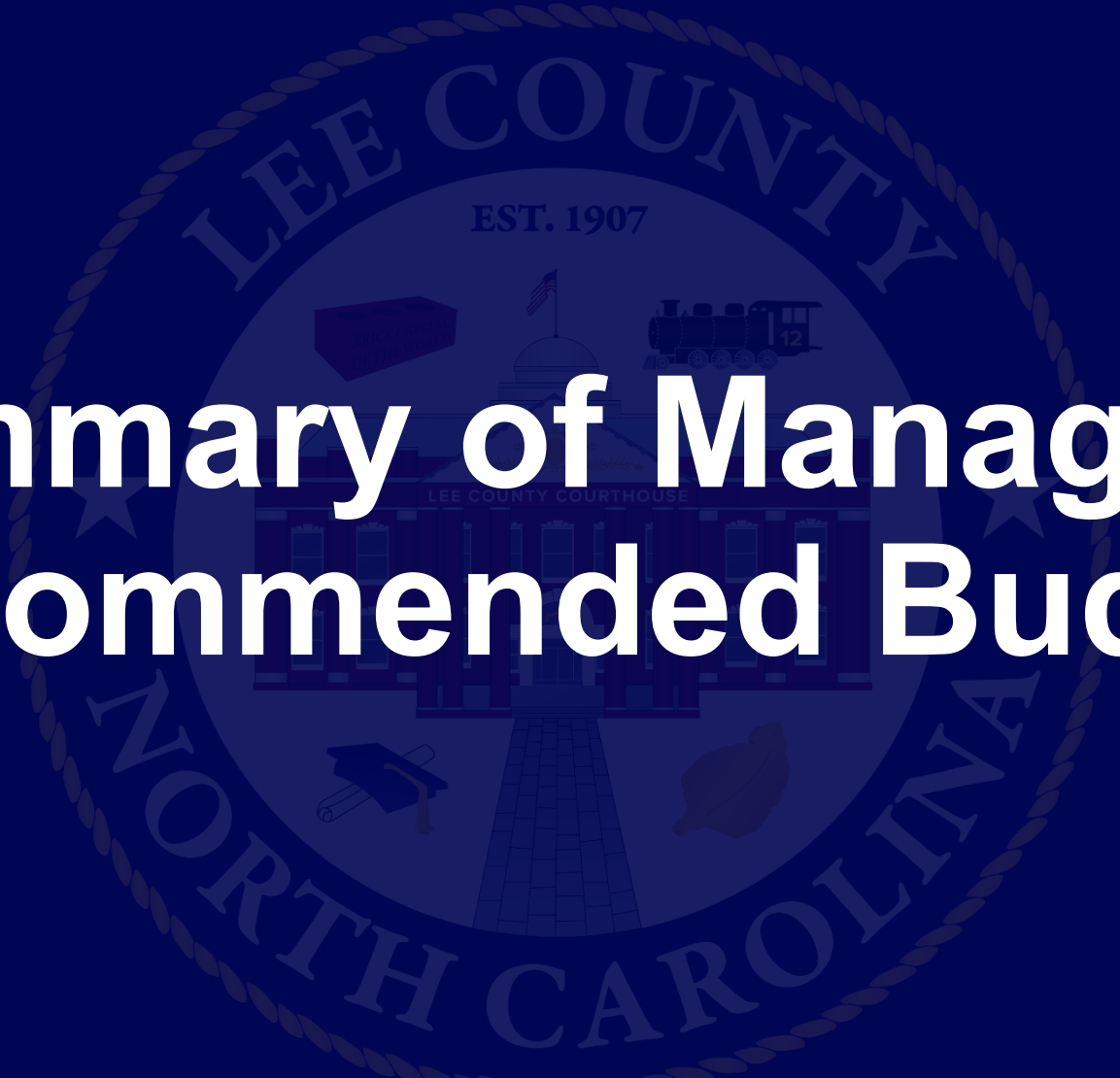
DEPARTMENT: Administration

CONTACT PERSON: Lisa Minter, County Manager

TYPE: Public Hearing

REQUEST	Conduct a public hearing for the FY 2026-2027 Budget.
BUDGET IMPACT	The County Manager's recommended budget for the General Fund as presented at the May 18, 2026 Board of Commissioners meeting is a total of \$127,856.002.
ATTACHMENTS	Recommended Budget Summary for Pre-Public Hearing.pdf FY 2026-27 Recommended Budget Summary.pdf Sanford Herald Notice May 21, 2026.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Conduct a public hearing as advertised for this date and time.
SUMMARY	

The proposed budget for FY 26-27 was presented to the Board of Commissioners on May 18, 2026. The Board scheduled a public hearing for the June 1, 2026 meeting to hear comments from the public in reference to the budget for FY 2026-2027.

The seal of Lee County, North Carolina, is a circular emblem. It features a central illustration of the Lee County Courthouse with a flag flying from its roof. Above the courthouse is a small train engine. To the left of the courthouse is a cotton gin, and to the right is a sheaf of wheat. The seal is surrounded by a rope-like border. The text "LEE COUNTY" is arched across the top, and "NORTH CAROLINA" is arched across the bottom. In the center, above the courthouse, it says "EST. 1907".

Summary of Manager's Recommended Budget

LEE COUNTY GOVERNMENT

Growth Covers Continuation

Current
Rate



65¢



Current
Rate

Lee County Government Continuation

- Regular salary adjustments for Lee County Government employees (2.2% COLA and pay plan adjustment for eligible employees)
- Normal increases in operational costs due to inflation and/or other needs

Lee County Schools Continuation

- 8.1% current expense increase
- Full funding of capital outlay request

CCCC Continuation

- 4.3% Total funding increase (excluding civic center)

Complete Debt Service Obligation

Funding Essential Services



+2¢



EMS Contract Increase: 1.73¢

- Currently in negotiations with FirstHealth to continue services on July 1, 2026
- \$1,767,665 (160%) increase over current year

Federal Revenue Loss: 0.27¢

- The County's required participation in Food and Nutrition Services is rising from 50% to 75%
- Resulted in a loss of \$373,354
- The County was able to absorb part of this and other impacts due to the proactive management of positions after Medicaid expansion

Investing in Our Future



+3¢



Greater School Funding Increase: 1¢

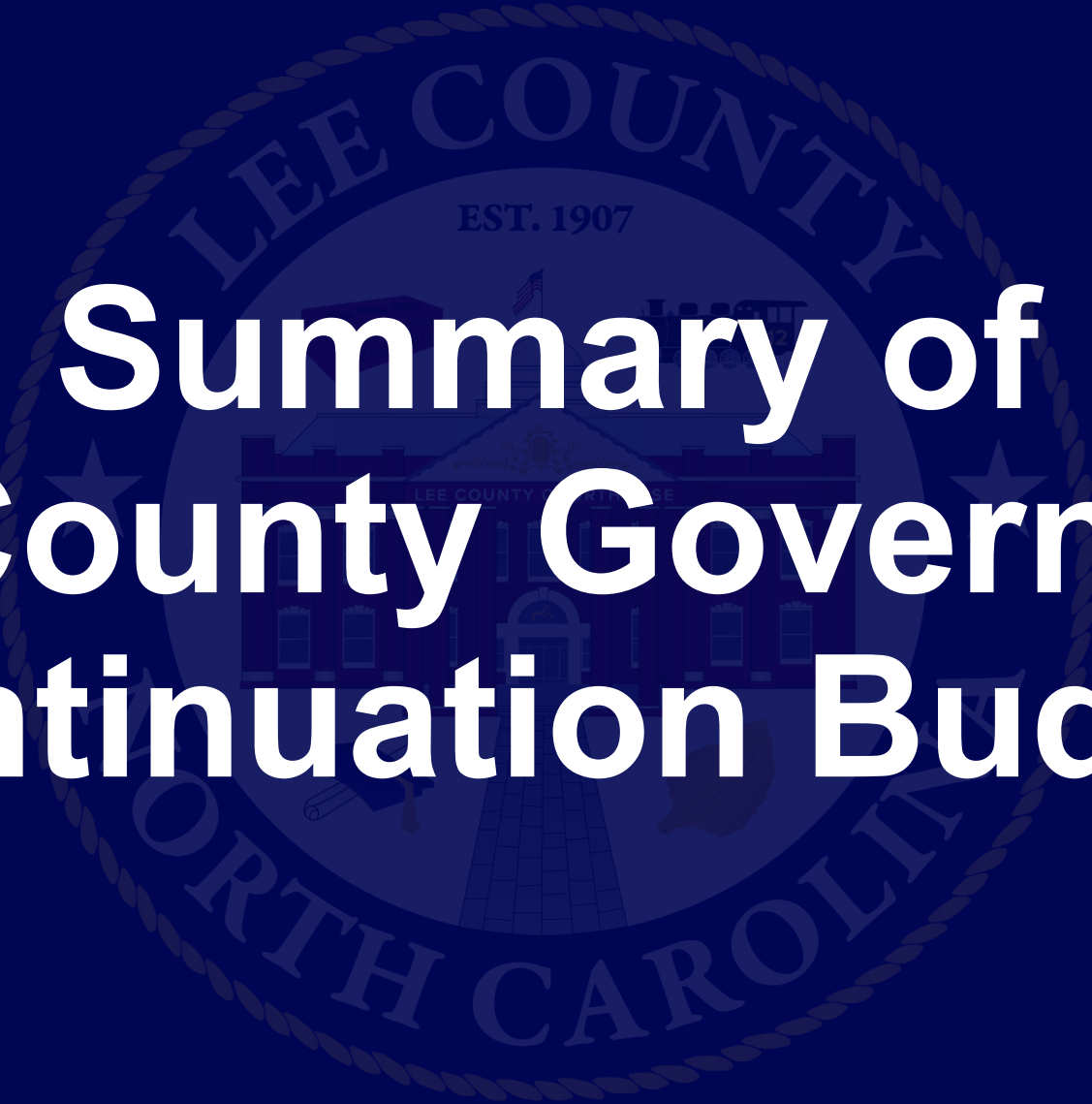
- A larger, 12.7% total, increase would make our funding level more regionally competitive and would fund new pay structures for all employees to retain top talent

Plan for Future Capital Needs: 1¢

- Restoring full funding for our capital plan will reduce long-term costs and help protect residents from larger debt-related tax increases in the future

Address Deferred Maintenance: 1¢

- Addressing the County's \$4+ million deferred maintenance backlog will extend the operational lifespan of our facilities and protect public assets

The background of the slide features a large, faint, circular seal of Lee County, North Carolina. The seal contains the text "LEE COUNTY" at the top, "EST. 1907" in the center, and "NORTH CAROLINA" at the bottom. In the middle of the seal is an illustration of a building, likely the county courthouse, with a flag flying in front of it.

Summary of Lee County Government Continuation Budget

Lee County Departments: Personnel Impacts

Personnel Expenditure Category	FY 2025-26 Original	FY 2026-27 Requested	FY 2026-27 Recommended	\$ Change From FY 2025-26	% Change From FY 2025-26
Full-Time Salaries & Wages	30,232,219	32,703,569	31,560,539	1,328,320	4.4%
Fringes & Benefits (Insurance, Retirement, FICA, etc.)	13,590,062	15,190,853	14,628,163	1,038,101	7.6%
Part-Time (Temp) Salaries	2,325,514	2,608,559	2,434,036	108,522	4.7%
Other Personnel Costs	557,065	595,312	591,756	34,691	6.2%
Total LCG Personnel Costs	46,704,860	51,098,293	49,214,494	2,509,634	5.4%

- A 2.2% COLA for all full-time employees is recommended for FY 2025-26. Pay plan adjustments are also recommended for eligible employees (COLA + Pay Plan Adjustment ≈ 4.6%).
- Large increases in Health Insurance Costs (↑ 7%) and in Mandatory Retirement Contributions (↑ 5-6%)
- No additional positions were recommended outside of the full budgeting of Library positions (\$175,668 total) and a Deputy Sheriff position moving from contracted services to full-time salaries (\$85,390 total).

Lee County Departments: Operating Impacts

Does Not
Include EMS

Operating Expenditure Category	FY 2025-26 Original	FY 2026-27 Requested	FY 2026-27 Recommended	\$ Change From FY 2025-26	% Change From FY 2025-26
Utilities	1,133,753	1,452,111	1,408,480	274,727	24.2%
General Insurance	1,463,571	1,639,002	1,629,559	165,988	11.3%
Contracted Services	1,958,674	2,046,980	2,031,980	73,306	3.7%
Vehicle Fuel & Maintenance	1,037,797	1,050,012	1,077,681	39,884	3.8%
General Maintenance (Non-Vehicle)	2,603,162	2,674,421	2,634,202	31,040	1.2%
Dues & Subscriptions	145,174	177,996	170,937	25,763	17.7%
Program Expenses & Supplies	1,606,657	1,771,953	1,622,223	15,566	1.0%
Office Expenses & Supplies	1,637,918	1,750,840	1,642,337	4,419	0.3%
Equipment <\$500	163,093	143,448	132,124	(30,969)	-19.0%
Travel/Conference/Meeting	379,971	384,438	306,127	(73,844)	-19.4%
Professional Services	1,789,487	1,848,882	1,647,632	(141,855)	-7.9%
Outside/Grant Funded Programs	1,588,537	1,443,647	1,440,147	(148,390)	-9.3%
Total LCG Operating Change	15,507,794	16,383,730	15,743,429	235,635	1.5%

Lee County Departments: Capital Impacts

Does Not Include Penny Increase for Maintenance

Capital Expenditure Category	FY 2025-26 Original	FY 2026-27 Requested	FY 2026-27 Recommended	\$ Change From FY 2025-26	% Change From FY 2025-26
Capital Outlay	2,038,407	3,969,669	2,248,931	210,524	10.3%
Facility Development	-	225,000	-	-	-
Building Improvements	1,645,527	4,136,869	1,644,417	(1,110)	-0.1%
Solid Waste Site Purchase	500,000	500,000	-	(500,000)	-100.0%
Total LCG Capital Change	4,183,934	8,831,538	3,893,348	(290,586)	-6.9%

- If you exclude the penny increase (\$1,023,388) dedicated towards increasing our building improvements allocation, **our overall capital costs are down \$290,586, or -6.9%**
- The Capital Outlay increase is primarily driven by an increased number of vehicle replacements within the Sheriff's Office (↑ \$185,786).
- Other additions include a grant funded, new vehicle for Senior Services (↑ \$39,522) for meal delivery services and a road message board for Elections (↑ \$30,172).

The background of the slide features a large, faint, circular seal of Lee County, North Carolina. The seal contains the text "LEE COUNTY" at the top, "EST. 1907" in the center, and "NORTH CAROLINA" at the bottom. Inside the seal are various symbols including a plow, a sheaf of wheat, a cotton plant, and a building.

+2¢ Funding Essential Services

Emergency Medical Services: 1.73¢



What This Funds	Why It Is Recommended	Impact if Not Funded
• A new five-year contract for EMS services after the current contract ends June 30, 2026. • The new EMS contract with FirstHealth is projected to cost \$2.87 million for FY 2026-27, an increase of \$1.77 million over the current year.	• Current contract proposals came in significantly higher than past costs. Negotiations with the lower-cost bidder were not successful. • Ensures uninterrupted emergency medical response for County residents.	• There would be a significant risk of gaps in emergency response coverage as the County would have no EMS provider beginning July 1, 2026. • Other providers would still require increased funding, meaning the cost cannot be avoided. • If not funded through the tax rate, <u>significant</u> funding would need to be shifted away from other operations, priorities, organizations, and/or our capital plan.

Supplant SNAP Revenue Loss: 0.27¢



What This Funds	Why It Is Recommended	Impact if Not Funded
• Due to HR-1, the County’s share of administering Food and Nutrition Services (FNS) increased from 25% to 50%. • This amounts to a loss of \$373,354 in federal reimbursement revenue. • The County was able to absorb part of this and other impacts due to the proactive management of positions after Medicaid expansion.	• Federal law requires counties to pick up the increased share beginning October 2026. • Ensures the County can meet mandatory federal service levels.	• Because service levels are not controlled by the County, the County must absorb the cost increase to stay in compliance. • If not funded through the tax rate, the County would have to shift funding away from other operations, priorities, organizations, and/or our capital plan.



+3¢

Investing in
Our Future

Greater Current Expense Funding: 1¢



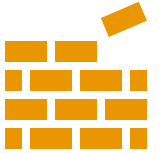
What This Funds	Why It Is Recommended	Impact if Not Funded
• An additional \$1 million to Lee County Schools for Current Expenses on top of the \$1.8 million allocated for their continuation budget. • Our Per Pupil Expenditure (PPE) would rise from \$2,238 to a more regionally competitive level of \$2,522. • It would not, though, fully fund LCS' requested budget, as that would take another 1.54¢.	• Our Per Pupil Expenditure has not kept pace with inflation over the last five years. • The larger counties surrounding us can and have funded their school systems at higher rates than in Lee County. • Significant numbers of staff have left the County to pursue higher salaries in other systems.	• If not funded through the tax rate, the schools would still receive their continuation budget, which equals a PPE of \$2,419, or an 8.1% increase of the original FY 2025-26 budget. • Lee County Schools would continue operating, but without the flexibility needed to implement system-wide staff pay structure updates.

Planning for Future Capital Needs: 1¢



What This Funds	Why It Is Recommended	Impact if Not Funded
• The funding rate was decreased from 6.35¢ to 5.35¢ in the current year to balance the budget. • This penny would restore the dedicated capital funding commitment to its original 6.35¢. • It would replenish the capital reserve fund, which fills gaps when annual capital needs exceed dedicated revenue.	• A higher, stable annual contribution lets the County save in low-cost years and smooth out higher-cost years, preventing sharp tax spikes due to debt requirements. • Restoring plan funding ensures the County can issue debt without requiring new tax increases, as it has done for schools, parks, and the library.	• The County would face larger tax increases in future years to cover capital costs that cannot be delayed. • Long-term capital costs would rise if the County lacks the ability to plan, save, and time its debt issuances strategically. • By 2035, staying at 5.35¢ would leave us with only about half as much in our capital reserve as we would have if we restored the 6.35¢ commitment.

Address Deferred Maintenance: 1¢



What This Funds	Why It Is Recommended	Impact if Not Funded
• An additional \$1 million for a total of \$2.6 million of critical facility repairs across County buildings. • Includes waterproofing, safety system upgrades, parking lot paving, and other projects.	• A backlog of projects has grown in number and scale as facilities have aged and maintenance has been deferred in recent years. • Timely maintenance prevents higher repair or replacement costs and ensures buildings remain functional for public services. • The number of required projects increases every year and delaying them only worsens the backlog.	• Smaller repairs may escalate into major replacements, greatly increasing long-term costs. • Higher risk of equipment failures, HVAC breakdowns, water damage, and service disruptions.

Exhibit 1: Budget Summary - General Fund Revenues

BUDGET CATEGORY	FY 2024-25 ACTUALS	FY 2025-26 ORIGINAL	FY 2026-27 REQUESTED	FY 2026-27 RECOMMENDED	\$ CHANGE FROM FY 2025-26	% CHANGE FROM FY 2025-26
Ad Valorem (Property) Taxes						
Current Year	63,167,293	64,497,689	66,520,239	71,637,181	7,139,492	11.07%
Prior Years	695,198	528,500	586,500	586,500	58,000	10.97%
Total	63,862,491	65,026,189	67,106,739	72,223,681	7,197,492	11.07%
Local Option Sales Taxes¹						
<u>Unrestricted Sales Taxes</u>						
Art. 39	9,414,069	9,288,040	11,060,088	11,060,088	1,772,048	19.08%
Art. 40 (70% Unrestricted)	3,802,606	3,790,774	4,346,652	4,346,652	555,878	14.66%
Art. 42 (40% Unrestricted)	2,169,402	2,166,156	2,503,274	2,503,274	337,118	15.56%
Additional Distribution (G.S. 105 524)	421,734	428,000	455,000	455,000	27,000	6.31%
Medicaid Hold Harmless (G.S. 105 523)	702,675	500,000	-	-	(500,000)	-100.00%
<u>Restricted/Reserved Sales Taxes²</u>						
Art. 40 (30% Restricted for School Capital)	1,629,688	1,624,617	-	-	(1,624,617)	-100.00%
Art. 42 (60% Restricted for School Capital)	3,254,103	3,249,235	-	-	(3,249,235)	-100.00%
Art. 46 (100% Reserved for Ed. Debt)	3,449,798	3,422,546	3,943,556	3,943,556	521,010	15.22%
Total	24,844,075	24,469,368	22,308,570	22,308,570	(2,160,798)	-8.83%
Intergovernmental Revenues						
<u>Federal and State Grants</u>						
Community Support Services	85,945	225,000	13,000	13,000	(212,000)	-94.22%
County of Lee Transit System (COLTS)	785,721	899,038	1,102,964	1,102,964	203,926	22.68%
Emergency Management	156,345	148,483	154,940	154,940	6,457	4.35%
<u>Health Department</u>						
General Operations	1,340,494	1,271,871	1,269,215	1,269,215	(2,656)	-0.21%
Environmental Health	9,591	9,591	21,652	21,652	12,061	125.75%
Juvenile Justice	209,745	205,084	205,084	205,084	-	0.00%
Lee County Libraries	151,475	145,117	145,117	145,117	-	0.00%
Senior Services	681,187	580,270	570,070	570,070	(10,200)	-1.76%
Sheriff - Lee County Jail	6,362	10,000	10,000	10,000	-	0.00%
Social Services (DSS)	6,324,035	7,195,689	7,017,203	7,078,812	(116,877)	-1.62%
Soil Conservation	22,584	22,584	22,584	22,584	-	0.00%
<u>Restricted Intergovernmental</u>						
Lottery Funds	1,740,659	685,000	685,000	685,000	-	0.00%
Mental Health	28,440	26,000	26,000	26,000	-	0.00%
Sheriff - General Operations	67,588	57,000	60,000	60,000	3,000	5.26%
<u>Unrestricted Intergovernmental</u>						
Alcoholic Beverages Tax	64,553	75,000	70,000	70,000	(5,000)	-6.67%
Debt Service Subsidies	118,000	-	-	-	-	-
Total	11,792,724	11,555,727	11,372,829	11,434,438	(121,289)	-1.05%
Sales and Service Revenues						
Cooperative Extension	1,600	400	400	400	-	0.00%
County Attorney's Office	352,880	407,000	410,028	410,028	3,028	0.74%
County of Lee Transit System (COLTS)	638,411	1,644,024	2,016,089	2,016,089	372,065	22.63%
Elections	-	127,479	10	10	(127,469)	-99.99%
Fire Marshal	10,237	6,000	5,000	5,000	(1,000)	-16.67%
<u>Health Department</u>						
General Operations	743,081	882,216	977,349	982,825	100,609	11.40%
Animal Shelter	13,488	13,319	16,706	16,706	3,387	25.43%
Environmental Health	206,392	345,600	207,910	207,910	(137,690)	-39.84%
Indirect Cost Revenue	193,707	199,867	202,098	202,098	2,231	1.12%
Internal Services	16,451	30,000	30,000	30,000	-	0.00%
Lee County Libraries	19,868	22,525	14,300	14,300	(8,225)	-36.51%
Parks and Recreation	611,805	554,000	736,000	736,000	182,000	32.85%
Rental Agreements	287,589	296,315	455,163	455,163	158,848	53.61%
Register of Deeds	336,202	327,399	327,399	327,399	-	0.00%
CONTINUED ON NEXT PAGE						

¹Sales taxes were significantly underbudgeted in the current year. The FY 2026-27 budget projects a 5% increase over current year projections.

²The restricted portions of Articles 40 and 42 are now being budgeted in the School Special Revenue Fund. A transfer from this fund can be found on the following page.

Exhibit 1: Budget Summary - General Fund Revenues Continued

BUDGET CATEGORY	FY 2024-25 ACTUALS	FY 2025-26 ORIGINAL	FY 2026-27 REQUESTED	FY 2026-27 RECOMMENDED	\$ CHANGE FROM FY 2025-26	% CHANGE FROM FY 2025-26
Sales and Service Revenues Cont.						
Senior Services	34,506	40,600	40,500	40,500	(100)	-0.25%
<u>Sheriff's Office</u>						
General Operations	137,043	131,335	150,250	150,250	18,915	14.40%
Animal Control Enforcement	1,950	1,000	1,000	1,000	-	0.00%
Lee County Jail	206,924	119,500	129,500	129,500	10,000	8.37%
School Resource Officers (SROs)	271,352	271,352	271,352	271,352	-	0.00%
Social Services (DSS)	55,993	55,792	56,192	56,192	400	0.72%
Strategic Services	193,480	161,081	161,291	161,291	210	0.13%
Tax Administration	344,193	338,500	362,000	362,000	23,500	6.94%
Total	4,677,150	5,975,304	6,570,537	6,576,013	600,709	10.05%
Other Taxes and Licenses						
Cable TV Franchise Tax	161,064	160,000	160,000	160,000	-	0.00%
Deed Excise Tax	658,025	540,000	550,000	550,000	10,000	1.85%
Marriage Licenses	11,825	11,650	11,525	11,525	(125)	-1.07%
Rental Vehicle Tax	148,437	140,000	70,000	70,000	(70,000)	-50.00%
Schedule B Licenses	4,183	4,000	4,000	4,000	-	0.00%
Total	983,533	855,650	795,525	795,525	(60,125)	-7.03%
Transfers In						
ARPA Fund	1,750,000	-	-	-	-	N/A
Capital Reserve Fund	1,202,473	3,179,312	1,786,147	1,786,147	(1,393,165)	-43.82%
Fire Funds	460,278	562,457	644,131	644,131	81,674	14.52%
School Special Revenue Fund	-	-	4,456,609	4,456,609	4,456,609	NEW
Total	3,412,751	3,741,769	6,886,887	6,886,887	3,145,118	84.05%
Miscellaneous Revenues	1,038,248	297,737	300,255	292,255	(5,482)	-1.84%
Investment Earnings	1,809,053	1,500,000	1,400,000	1,400,000	(100,000)	-6.67%
Fund Balance Appropriation	-	5,967,342	4,467,342	5,938,633	(28,709)	-0.48%
Total General Fund Revenues	112,420,026	119,389,086	121,208,684	127,856,002	8,466,916	7.09%
Total General Fund Expenditures	110,859,015	119,389,086	136,252,010	127,856,002	8,466,916	7.09%
Total General Fund Net	1,561,011	-	(15,043,326)	-	-	0.00%

Exhibit 1: Budget Summary - General Fund Expenditures

BUDGET CATEGORY	FY 2024-25 ACTUALS	FY 2025-26 ORIGINAL	FY 2026-27 REQUESTED	FY 2026-27 RECOMMENDED	\$ CHANGE FROM FY 2025-26	% CHANGE FROM FY 2025-26
General Government						
Administration	1,055,327	1,167,866	1,179,639	1,162,789	(5,077)	-0.43%
Board of Commissioners	215,487	290,384	281,518	272,975	(17,409)	-6.00%
County Attorney	651,695	724,977	756,604	752,304	27,327	3.77%
Court Facilities	2,563	13,952	17,952	8,208	(5,744)	-41.17%
Elections	747,107	961,008	1,000,416	933,986	(27,022)	-2.81%
Finance	719,049	909,560	968,615	954,565	45,005	4.95%
<u>General Services¹</u>						
General Operations	4,854,264	5,941,022	6,601,225	6,328,095	387,073	6.52%
Building Improvements	1,630,219	1,645,527	4,095,839	2,626,775	981,248	59.63%
Human Resources	894,560	988,920	1,016,271	998,571	9,651	0.98%
Information Technology (IT)	2,072,414	2,294,156	2,395,598	2,206,136	(88,020)	-3.84%
Internal Services	554,584	771,792	827,144	826,144	54,352	7.04%
PEG Channel	28,122	21,792	18,360	18,360	(3,432)	-15.75%
Register of Deeds	514,493	590,057	595,971	592,971	2,914	0.49%
Strategic Services	661,512	638,593	653,445	651,083	12,490	1.96%
Tax Administration	1,995,763	2,457,018	2,862,300	2,673,679	216,661	8.82%
Total	16,597,161	19,416,624	23,270,897	21,006,641	1,590,017	8.19%
Public Safety						
E-911 Communications	532,891	569,183	711,707	711,707	142,524	25.04%
Emergency Management	662,849	760,929	1,573,429	756,457	(4,472)	-0.59%
EMS	1,042,256	1,104,794	2,872,459	2,872,459	1,767,665	160.00%
Fire Marshal	434,790	503,866	582,462	582,462	78,596	15.60%
Juvenile Detention	104,550	181,200	181,200	181,200	-	0.00%
Medical Examiner	63,725	70,000	100,000	150,000	80,000	114.29%
<u>Sheriff's Office</u>						
General Operations	8,847,332	9,517,227	11,045,686	10,005,720	488,493	5.13%
Animal Control Enforcement	636,928	562,358	654,993	649,243	86,885	15.45%
Communications (Dispatch)	636,609	632,431	769,957	636,976	4,545	0.72%
Lee County Jail	3,700,959	3,994,293	4,438,170	4,328,646	334,353	8.37%
School Resource Officers (SROs)	2,254,990	2,403,538	2,509,495	2,501,120	97,582	4.06%
State Fire Control Contribution	122,229	144,227	151,204	151,204	6,977	4.84%
Total	19,040,107	20,444,046	25,590,762	23,527,194	3,083,148	15.08%
Human Services						
Community Support Services	359,855	671,874	471,609	464,100	(207,774)	-30.92%
County of Lee Transit System (COLTS)	1,691,101	2,738,966	3,234,056	3,196,291	457,325	16.70%
<u>Health Department</u>						
General Operations	4,142,926	4,288,347	4,511,990	4,347,750	59,403	1.39%
Animal Shelter	287,773	337,675	357,291	335,182	(2,493)	-0.74%
Environmental Health	1,008,653	1,083,127	1,081,527	1,004,334	(78,793)	-7.27%
Juvenile Crime Prevention Council	209,281	205,084	205,084	205,084	-	0.00%
Mental Health	240,000	240,000	240,000	240,000	-	0.00%
<u>Social Services (DSS)</u>						
Administration	9,209,874	10,864,928	11,259,917	11,230,385	365,457	3.36%
Programs	534,281	848,225	842,278	842,278	(5,947)	-0.70%
Senior Services	1,379,499	1,660,052	1,871,472	1,758,820	98,768	5.95%
Total	19,063,242	22,938,278	24,075,224	23,624,224	685,946	2.99%
Human Services Non-Profits						
Boys & Girls Club	10,000	10,000	10,000	5,000	(5,000)	-50.00%
Christians United Outreach Center	-	-	10,000	-	-	#DIV/0!
HAVEN	10,000	5,000	10,000	2,500	(2,500)	-50.00%
Helping Hand Clinic	5,000	2,500	9,500	1,250	(1,250)	-50.00%
Johnston-Lee-Harnett Community Action	-	-	7,500	-	-	N/A
Outreach Mission Inc.	-	-	10,000	-	-	N/A
Salvation Army	10,000	7,500	10,000	2,500	(5,000)	-66.67%
Total	35,000	25,000	67,000	11,250	(13,750)	-55.00%

¹The Buggy Factory budget has been incorporated into General Services' budget for FY 2026-27.

Exhibit 1: Budget Summary - General Fund Expenditures Continued

BUDGET CATEGORY	FY 2024-25 ACTUALS	FY 2025-26 ORIGINAL	FY 2026-27 REQUESTED	FY 2026-27 RECOMMENDED	\$ CHANGE FROM FY 2025-26	% CHANGE FROM FY 2025-26
Education						
Lee County Schools						
Current Expense	21,507,824	22,346,630	26,752,527	25,177,205	2,830,575	12.67%
Capital Outlay	2,762,460	2,089,000	2,120,000	2,120,000	31,000	1.48%
Lottery Proceeds	1,740,659	685,000	685,000	685,000	-	0.00%
Special Allocation	768,260	-	-	-	-	0.00%
Central Carolina Community College ¹						
Current Expense	4,518,745	4,661,082	4,993,803	4,893,633	232,551	4.99%
Capital Outlay	150,000	296,000	485,000	285,000	(11,000)	-3.72%
Special Appropriation	126,376	250,000	255,000	250,000	-	0.00%
Civic Center	64,930	64,930	70,000	25,000	(39,930)	-61.50%
Total	31,639,255	30,392,642	35,361,330	33,435,838	3,043,196	10.01%
Economic/Physical Development						
Cooperative Extension	441,363	448,179	442,620	438,120	(10,059)	-2.24%
Economic Development	1,299,179	1,508,074	1,568,176	1,561,056	52,982	3.51%
Planning	746,592	768,601	827,932	827,932	59,331	7.72%
Soil & Water Conservation	160,423	176,924	186,489	184,639	7,715	4.36%
Total	2,647,558	2,901,778	3,025,217	3,011,747	109,969	3.79%
Cultural and Recreational Programs						
Libraries	1,278,548	1,822,951	2,606,533	2,058,377	235,426	12.91%
Parks and Recreation	2,681,651	3,133,026	4,075,642	3,510,326	377,300	12.04%
Total	3,960,199	4,955,977	6,682,175	5,568,703	612,726	12.36%
Cultural and Recreational Non-Profits						
Temple Theatre	7,500	7,500	10,000	1,000	(6,500)	-86.67%
Total	7,500	7,500	10,000	1,000	(6,500)	-86.67%
Debt Service						
Principal	10,767,150	11,067,250	10,681,500	10,681,500	(385,750)	-3.49%
Interest and Fees	4,637,631	4,827,503	5,053,915	5,053,915	226,412	4.69%
Capital Lease Payments	875,985	867,488	858,990	858,990	(8,498)	-0.98%
Total	16,280,765	16,762,241	16,594,405	16,594,405	(167,836)	-1.00%
Transfers Out						
Capital Project Funds	297,618	-	-	-	-	N/A
Capital Reserve Fund	950,000	1,000,000	1,030,000	1,030,000	30,000	3.00%
Farmland Preservation Fund	340,610	-	-	-	-	N/A
Solid Waste Fund	-	500,000	500,000	-	(500,000)	-100.00%
Total	1,588,228	1,500,000	1,530,000	1,030,000	(470,000)	-31.33%
Workers' Comp/Unemployment Reserve:	-	45,000	45,000	45,000	-	0.00%
Total General Fund Expenditures	110,859,015	119,389,086	136,252,010	127,856,002	8,466,916	7.09%
Total General Fund Revenues	112,420,026	119,389,086	121,208,684	127,856,002	8,466,916	7.09%
Total General Fund Net	1,561,011	-	(15,043,326)	-	-	0.00%

¹The Moore Center budget is no longer separate and is included in the CCCC current expense allocation.

Exhibit 1: Budget Summary - Other Funds

BUDGET CATEGORY	FY 2024-25 ACTUALS	FY 2025-26 ORIGINAL	FY 2026-27 REQUESTED	FY 2026-27 RECOMMENDED	\$ CHANGE FROM FY 2025-26	% CHANGE FROM FY 2025-26
Employees' Medical Plan Fund						
Revenues	4,305,175	5,253,100	5,453,200	5,453,200	200,100	3.81%
Expenses	3,526,251	5,253,100	5,453,200	5,453,200	200,100	3.81%
Net Excess	\$ 778,924	\$ -	\$ -	\$ -	\$ -	N/A
Room Occupancy Tax Fund						
Revenues	466,999	307,000	325,000	370,000	63,000	20.52%
Expenses	290,000	307,000	325,000	370,000	63,000	20.52%
Net Excess	\$ 176,999	\$ -	\$ -	\$ -	\$ -	N/A
Capital Reserve Fund						
Revenues	1,429,111	3,179,312	1,786,147	1,786,147	(1,393,165)	-43.82%
Expenses	1,202,473	3,179,312	1,786,147	1,786,147	(1,393,165)	-43.82%
Net Excess	\$ 226,638	\$ -	\$ -	\$ -	\$ -	N/A
Emergency Telephone System Fund						
Revenues	46,314	541,882	868,661	868,661	326,779	60.30%
Expenses	209,564	541,882	868,661	868,661	326,779	60.30%
Net Excess	\$ (163,250)	\$ -	\$ -	\$ -	\$ -	N/A
Airport Tax Reserve Fund						
Revenues	896,890	150,000	433,404	433,404	283,404	188.94%
Expenses	150,000	150,000	433,404	433,404	283,404	188.94%
Net Excess	\$ 746,890	\$ -	\$ -	\$ -	\$ -	N/A
Drug Seizure Fund						
Revenues	71,858	-	-	-	-	0.00%
Expenses	16,566	-	-	-	-	0.00%
Net Excess	\$ 55,293	\$ -	\$ -	\$ -	\$ -	N/A
Representative Payee Fund						
Revenues	204,425	250,000	250,000	250,000	-	0.00%
Expenses	199,896	250,000	250,000	250,000	-	0.00%
Net Excess	\$ 4,529	\$ -	\$ -	\$ -	\$ -	N/A
Fines & Forfeitures Fund						
Revenues	182,628	200,000	250,000	250,000	50,000	25.00%
Expenses	182,628	200,000	250,000	250,000	50,000	25.00%
Net Excess	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Opioid Settlement Fund						
Revenues	743,010	448,526	430,305	430,864	(17,662)	-3.94%
Expenses	259,805	448,526	430,305	430,864	(17,662)	-3.94%
Net Excess	\$ 483,205	\$ -	\$ -	\$ -	\$ -	N/A

Exhibit 1: Budget Summary - Other Funds Continued

BUDGET CATEGORY	FY 2024-25 ACTUALS	FY 2025-26 ORIGINAL	FY 2026-27 REQUESTED	FY 2026-27 RECOMMENDED	\$ CHANGE FROM FY 2025-26	% CHANGE FROM FY 2025-26
<u>Farmland Preservation Fund</u>						
Revenues	340,610	-	-	-	-	0.00%
Expenses	-	-	-	-	-	0.00%
Net Excess	\$ 340,610	\$ -	\$ -	\$ -	\$ -	N/A
<u>School Special Revenue Fund</u>						
Revenues	-	-	4,456,609	4,456,609	4,456,609	NEW
Expenses	-	-	4,456,609	4,456,609	4,456,609	NEW
Net Excess	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
<u>Solid Waste Fund</u>						
Revenues						
User Fees	1,897,015	1,959,203	2,048,803	2,048,803	89,600	4.57%
White Goods Disposal Fees	34,709	34,000	34,000	34,000	-	0.00%
1% Surcharge on Tires	124,479	120,000	110,000	110,000	(10,000)	-8.33%
Other Revenues	34,883	50,000	100,000	100,000	50,000	100.00%
Investment Earnings	62,035	40,000	50,000	50,000	10,000	25.00%
Transfer from General Fund	-	500,000	500,000	-	(500,000)	-100.00%
Designated Reserves	-	143,732	37,050	37,050	(106,682)	-74.22%
Total Revenues	\$ 2,153,120	\$ 2,846,935	\$ 2,879,853	\$ 2,379,853	\$ (467,082)	-16.41%
Expenses						
Waste Disposal Operations	297,829	348,543	372,776	372,776	24,233	6.95%
Waste Collection Operations	1,735,343	2,498,392	2,507,077	2,007,077	(491,315)	-19.67%
	\$ 2,033,172	\$ 2,846,935	\$ 2,879,853	\$ 2,379,853	\$ (467,082)	-16.41%
Net Excess	\$ 119,949	\$ -	\$ -	\$ -	\$ -	N/A



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visually impaired. Arrange a
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and secure a generous tax
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for the Blind Today at 1-855-
869-7055 today!

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best looking and longest last-
ing material - steel from Erie
Metal Roofs! Three styles
and multiple colors available.
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tional 10% off install (for mili-
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0900 LEGALS

**Johnston-Lee-Harnett
Community Action is in the
process of seeking quali-
fied licensed weatheriza-
tion contractors in the state
of N.C. to service Johnston,
Lee, and Harnett Counties.
Bids are accepted for insu-
lating attics, floors, water
pipes, water heaters, and
ducts. Air-sealing contract-
ors must be proficient in
blower-door-directed air-
sealing.**

**We are also seeking li-
cense contractors for elec-
trical, plumbing, and HVAC
in the state of N.C. for the
Weatherization Department.**

**The Pre-Bid Conference for
questions will be on Wed-
nesday, June 10, 2026, at
10:00 am. The location will
be 1102 Massey Street.
Smithfield, NC 27577. You
can contact Wayne
Bodrick, Housing Director,
with any questions you
may have.**

**Qualifications for service
bids shall be submitted us-
ing the bid form in the Con-
tract Documents. Female-
owners and minority
businesses are encour-
aged to bid.**

**If you have any questions,
please contact Wayne
Bodrick at 919-934-2145
ext. 138.**

NOTICE TO CREDITORS

**Michael Kent Gunter quali-
fied before the Lee County
Clerk of Court on October
28, 2025 as The Executor of
The Estate of Betty Camer-
on Gunter, 1204 Lemmond
Drive, Sanford, NC 27330.
This is to notify all persons,
firms and corporations, as
required by NCGS 28A-14-
1, having claims against
the estate of said decedent
to exhibit them to the at-
torney designated below on or**

0900 LEGALS

**before the 30th Day of July,
2026 or this notice will be
pled in bar of their recov-
ery. All persons, firms and
corporations indebted to
the said estate will please
make immediate payments
to the undersigned.**

**Payments and claims
should be presented to
M. Andrew Lucas,
P.O. Box 1045,
Sanford, NC 27331-1045.**

April 30, May 7, 14, 21, 2026

NOTICE TO CREDITORS

**Norman L. Cameron quali-
fied before the Lee County
Clerk of Court on July 14,
2025, as Administrator of
the Estate of Candace Ren-
ee Cameron Buchanan of
490 Copper Mine Drive,
Sanford, Lee County, North
Carolina 27330. This is to
notify all persons, firms
and corporations, as re-
quired by NCGS 28A-14-1,
having claims against the
estate of said decedent to
exhibit them to the at-
torney designated below on
or before the 19th day of Au-
gust, 2026, or this notice
will be pled in bar of their
recovery. All persons, firms
and corporations indebted
to said estate will please
make immediate payments
to the undersigned.**

**Payments and claims
should be presented to
Robert A. "Tony" Buzzard,
Buzzard Law Firm,
PO Box 700,
Lillington, NC 27546.**

This the 21st day of
May, 2026.

May 21, May 28,
June 4, 11, 2026

**NORTH CAROLINA
LEE COUNTY**

NOTICE TO CREDITORS

**THE UNDERSIGNED, hav-
ing qualified as Adminis-
trator of the Estate of
James Gregory Blalock, de-
ceased late of Lee County,
this is to notify all persons,
firms, and corporations
having claims against said
Estate to present them to
the undersigned on or be-
fore the 5th day of August,
2026 or this Notice will be
pled in bar of their re-
covery. All persons in-
debted to said estate
please make immediate
payment to the under-
signed.**

This the 7th day of
May, 2026.

**Jamie Blalock Beacham
Administrator
388 Melynk Ln
Lillington, NC 27546**

May 7, 14, 21, 28, 2026

NOTICE TO CREDITORS

**Anthony McNeill qualified
before the Lee County
Clerk of Court on May 18,
2026, as the Administrator
of the Estate of LINDA R
MCNEILL, 256 Cooper
Store Road, Sanford, NC
27332. This is to notify all
persons, firms and corpor-**

0900 LEGALS

**ations, as required by
N.C.G.S. 28A-14-1, having
claims against the estate of
said decedent to exhibit
them to the attorney desig-
nated below on or before
the 19th of August, 2026 or
this notice will be pleaded
in bar of their recovery. All
persons, firms and corpor-
ations indebted to the said
estate will please make im-
mediate payments to the
undersigned.**

**Payments and claims
should be presented to
Deirdre M. Stephenson,
Attorney at Law,
1518 Elm Street,
Sanford, NC 27330.**

May 21, 28, June 4, 11, 2026

SUBSTITUTE TRUSTEE'S NOTICE OF FORECLOSURE SALE OF REAL PROPERTY

**THIS ACTION BROUGHT
PURSUANT TO THE
POWER AND AUTHORITY
contained within that cer-
tain Deed of Trust ex-
ecuted and delivered by
Jessie R. Harrington dated
February 9, 2024 and re-
corded on February 20, 2024 in
Book 1761 at Page 698 in
the Office of Register of
Deeds of Lee County, North
Carolina. As a result of a
default in the obligations
contained within the
Promissory Note and Deed
of Trust and the failure to
carry out and perform the
stipulation and agree-
ments contained therein,
the holder of the indebted-
ness secured by said Deed
of Trust made demand to
have the default cured,
which was not met. There-
fore, the undersigned Sub-
stitute Trustee will place for
sale that parcel of land, in-
cluding improvements
thereon, situated, lying and
being in the City of San-
ford, County of Lee, State
of North Carolina, and be-
ing more particularly de-
scribed in the heretofore
referenced Deed of trust.
Said sale will be a public
auction to the highest bid-
der for cash, at the usual
place of sale at the Lee
County Courthouse, San-
ford, North Carolina, on
May 28, 2026 at 10:00 AM.**

**Address of Property:
6817 Deerfield Drive, San-
ford, NC 27332
Tax Parcel ID:
9549-59-9185-00
Present Record Owners:
Jessie R. Harrington**

**The terms of the sale are
that the real property here-
inbefore described will be
sold for cash to the highest
bidder. A deposit of five
percent (5%) of the amount
of the bid or Seven Hun-
dred Fifty Dollars (\$750.00),
whichever is greater, is re-
quired and must be
tendered in the form of cer-
tified funds at the time of
the sale. The successful
bidder will be required to
pay revenue stamps on the
Trustee's Deed, any Land
Transfer Tax, and costs for
recording the Trustee's
Deed.**

The real property herein-

0900 LEGALS

**above described is being
offered for sale "AS IS,
WHERE IS" and will be sold
subject to all superior liens,
unpaid taxes, special as-
sessments and other en-
cumbrances. Other condi-
tions will be announced at
the sale. The sale will be
held open for ten (10) days
for upset bids, as by law re-
quired. The sale will not
confirm until there have
been ten (10) consecutive
days with no upset bids
having been filed.**

**If for any reason the Trust-
ee is unable to convey title
to this property, or if the
sale is set aside, the sole
remedy of the purchaser is
the return of the bid depos-
it. Furthermore, if the valid-
ity of the sale is chal-
lenged by any party, the
Trustee in its sole discre-
tion, if it believes the chal-
lenge to have merit, may
declare the sale to be void
and return the bid deposit.
In either event, the pur-
chaser will have no further
recourse against the Mort-
gagor, the Mortgagee, the
Mortgagee's attorney, or
the Trustee.**

**Additional notice required
for Residential Real Prop-
erty with Less Than Fifteen
(15) Rental Units:**

**An order for possession of
the property may be is-
sued pursuant to G.S. 45-
21.29 in favor of the pur-
chaser and against the
party or parties in posses-
sion by the clerk of superi-
or court of the county in
which the property is sold.**

**Any person who occupies
the property pursuant to a
rental agreement entered
into or renewed on or after
October 1, 2007, may, after
receiving the notice of sale,
terminate the rental agree-
ment by providing written
notice of termination to the
landlord, to be effective on
a date stated in the notice
that is at least ten (10) days,
but no more than 90 day,
after the sale date con-
tained in the notice of sale,
provided that the mort-
gagor has not cured the de-
fault at the time the tenant
provides the notice of ter-
mination. Upon termina-
tion of a rental agreement,
the tenant is liable for rent
due under the rental agree-
ment prorated to the effec-
tive date of the termination.**

**Assistant/Deputy clerk of
Superior Court**

**s/Franklin L. Greene
Albertelli Law Partners
North Carolina, P.A.
Franklin L. Greene, ESQ.,
NC Bar # 37896 205
Regency Executive Park
Drive, Suite 100
Charlotte, NC 28217
Tel: 704-970-0391
fgreene@alaw.net**

PUBLIC NOTICE

**The Individuals with
Disabilities Education Act
(IDEA-Part B, Public Law
108.446) Project is
presently being amended. The
Project describes the special
education programs that Rising
Leaders Academy proposes for
Federal funding for the 2026-
2027 School Year. Interested
persons are encouraged to re-
view amendments to the
Project and make comments
concerning the implementation
of
special education under this
Federal Program. All com-
ments will be considered
prior to submission of the
amended Project to the North
Carolina Department of
Public Instruction in Raleigh,
North Carolina.
The IDEA-Part B Project is
open to the public for review
and comments during the week
of May 26, 27, 28, and 29, 2026,
in the office of Dustin Squibb
located at 2732 Industrial Dr.,
Sanford, NC 27332.**

PUBLIC NOTICE OF PUBLIC HEARINGS COUNTY OF LEE

**The recommended annual
operating budget for the
fiscal year beginning July
1, 2026, and ending June
30, 2027, and the recom-
mended capital improve-
ment plan for FY 2026-27
through FY 2030-31, have
been submitted to the Lee
County Board of Commis-
sioners.**

**The public shall take
notice the County of Lee
proposes to participate in an
economic development
project through the annual
budget process with an ap-**

0900 LEGALS

**propriation in the amount
of \$359,470 to the Sanford
Area Growth Alliance to
provide economic develop-
ment activity services in-
cluding but not limited to
the recruitment of new in-
dustry, business retention
and expansion services,
marketing of Lee County
and business/industrial
sites, and other activities
that promote and attract
business and industry to
the County of Lee.**

**Copies of the proposed an-
nual operating budget and
capital improvement plan
(CIP) are available for pub-
lic inspection at both the
office of the County Clerk,
408 Summit Drive, Sanford,
NC, and at the main branch
of the Lee County Main Li-
brary, 1740 Bragg St, San-
ford, NC, and may be re-
viewed by the public dur-
ing normal working hours.
The budget document may
be reviewed online at
[www.LeeCountyNC.gov/Re-
commendedBudget](http://www.LeeCountyNC.gov/RecommendedBudget). The
CIP may also be reviewed
online at [www.Lee-
CountyNC.gov/CIP](http://www.Lee-
CountyNC.gov/CIP). Inter-
ested citizens are invited to
make comments orally at
the separate public hear-
ing for each document,
both to be held on Monday,
June 1, 2026, at 6:00 P.M.,
or as soon thereafter as
can be reached on the
agenda, in the multi-pur-
pose room at the Lee
County Main Library, 1740
Bragg St, Sanford, NC.**

**Written comments may be
submitted prior to that date
and should be addressed
to the Lee County Board of
Commissioners. P.O. Box
1968, Sanford, NC
27331-1968.**

**Hailey Hall,
Clerk to the Board**

**A RESOLUTION
DECLARING THE
INTENTION OF THE CITY
COUNCIL TO CONSIDER
THE CLOSING OF AN
UNOPENED ALLEY ALONG
CHATHAM STREET
THAT SPLITS PARCEL
9642-97-1591-00
AND AN UNOPENED
ALLEY ALONG ALCOTT
STREET BETWEEN
PARCELS 9642-97-2671-00
AND 9642-97-1690-00 &
9642-97-1591-00**

**WHEREAS G. S. 160A-299
authorizes the City Council
to close public streets and
alleys; and**

**WHEREAS the City Coun-
cil considers it advisable to
conduct a public hearing for
the purpose of giving
consideration to the clos-
ing of an unopened alley
along Chatham Street that
splits parcel 9642-97-1591-
00 at the request of Brick
Capital CDC and an un-
opened alley along Alcott
Street between parcels
9642-97-2671-00 and 9642-
97-1690-00 & 9642-97-1591-
00 at the request of Brick
Capital CDC, Mirna M. Men-
cia E., and Edilberto Lobo,**

**NOW THEREFORE, BE IT
RESOLVED by the City
Council meeting in regular
session:**

**1. That a meeting will be
held at 6:00 p.m. on the 2nd
day of June, 2026, at the
City Council Chambers at
225 E. Weatherspoon St., to
consider a resolution clos-
ing of an unopened alley
along Chatham Street that
splits parcel 9642-97-1591-
00 at the request of Brick
Capital CDC and an un-
opened alley along Alcott
Street between parcels
9642-97-2671-00 and 9642-
97-1690-00 & 9642-97-1591-
00 at the request of Brick
Capital CDC, Mirna M. Men-
cia E., and Edilberto Lobo.**

**2. That the City Clerk is
hereby directed to publish
this Resolution of Intent
once a week for four weeks
in the Sanford Herald.**

**3. That the City Clerk is fur-
ther directed to transmit by
registered letter to each
owner of property abutting
upon said street or alley a
copy of this Resolution of
Intent.**

**ADOPTED this 5th day of
May, 2026.**

**Rebecca Wyhof Salmon,
Mayor**

ATTEST:

**Bonnie Bryant, City Clerk
Susan C. Patterson, City
Attorney**

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ITEM #: IV.B

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: Public Hearing on Capital Improvement Plan for FY 2027-2031

DEPARTMENT: Administration

CONTACT PERSON: Lisa Minter, County Manager

TYPE: Public Hearing

REQUEST	Conduct a public hearing on the Capital Improvements Plan (CIP) for FY 2027-2031.
BUDGET IMPACT	Anticipated impact set forth in the CIP by fiscal year.
ATTACHMENTS	Requested v Recommended Projects FY27-FY31.pdf Sanford Herald Notice May 21, 2026.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Conduct a public hearing on the Capital Improvement Plan (CIP) for FY 2027-2031.
SUMMARY	

On May 18, 2026, the FY 2027-2031 Recommended Capital Improvements Plan was presented to the Board of Commissioners for its consideration. The public hearing has been scheduled and advertised to allow public input on the plan.

FIVE-YEAR CAPITAL IMPROVEMENT PLAN 2027-2031

REQUESTED CAPITAL PROJECTS

PROJECTS BY AREA		PRIORITY	REQUESTED FISCAL YEAR FOR BOARD APPROVAL					TOTAL FIVE-YEAR FUNDING	BEYOND	OPERATING IMPACT
			FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	TOTAL		YEAR ONE IMPACT
Lee County Schools										
Southern Lee HS Auditorium and 6 Classrooms	1		14,332,450	-	-	-	-	\$ 14,332,450	-	(5,000)
East Lee MS Gym Renovations and Classrooms	2		14,640,157	-	-	-	-	\$ 14,640,157	-	3,000
West Lee MS Gym Renovations and Classrooms	2		14,640,157	-	-	-	-	\$ 14,640,157	-	3,000
New Elementary School (850 Seats)	4		-	56,000,000	-	-	-	\$ 56,000,000	-	4,900,000
Southern Lee HS Chiller and Pump Replacement	5		-	-	1,509,351	-	-	\$ 1,509,351	-	(3,000)
SanLee MS Chiller and Pump Replacement	6		-	-	1,509,351	-	-	\$ 1,509,351	-	-
Lee County HS Auditorium Renovation	7		-	-	8,837,434	-	-	\$ 8,837,434	-	(8,000)
Infrastructure Updates (District-wide)	8		-	-	-	3,931,500	8,613,250	\$ 12,544,750	33,698,750	-
Bragg Street Academy Renovation	9		-	-	-	4,818,219	-	\$ 4,818,219	-	12,000
New Middle School	10		-	-	-	-	-	\$ -	70,805,460	5,175,000
Lee County HS Stadium Rebuild	11		-	-	-	-	-	\$ -	4,199,498	-
11 Projects (All County Funded)			\$ 43,612,764	\$ 56,000,000	\$ 11,856,136	\$ 8,749,719	\$ 8,613,250	\$ 128,831,869	\$ 108,703,708	\$ 10,077,000
Central Carolina Community College (CCCC)										
Moore Center- Main Building Renovation (Phase 2)	1		-	-	No Cost to County	-	-	\$ -	-	538,000
ESTC Fire/EMS Training Facility	2		-	-	2,400,000	-	-	\$ 2,400,000	-	71,800
Lee Early College Relocation (Wilkinson Hall)	3		-	-	-	No Cost to County	-	\$ -	-	117,470
3 Projects (1 County Funded)			\$ -	\$ -	\$ 2,400,000	\$ -	\$ -	\$ 2,400,000	\$ -	\$ 727,270
Community Development										
O.T. Sloan Park Recreation Center	1		27,000,000	-	-	-	-	\$ 27,000,000	-	330,000
Endor Iron Furnace Park	2		-	-	830,000	-	-	\$ 830,000	-	185,000
O.T. Sloan Park Aquatic Center	3		-	-	-	7,075,532	-	\$ 7,075,532	4,406,298	277,695
3 Projects (All County Funded)			\$ 27,000,000	\$ -	\$ 830,000	\$ 7,075,532	\$ -	\$ 34,905,532	\$ 4,406,298	\$ 792,695
Public Safety										
Land for New Law Enforcement Center	1		5,750,000	-	-	-	-	\$ 5,750,000	-	3,345,384
New Law Enforcement Center (Jail/Sheriff's Office)	2		-	131,624,026	-	-	-	\$ 131,624,026	-	-
Emergency Management Mobile Command Post	2		700,000	-	-	-	-	\$ 700,000	-	-
3 Projects (All County Funded)			\$ 6,450,000	\$ 131,624,026	\$ -	\$ -	\$ -	\$ 138,074,026	\$ -	\$ 3,345,384
2027-2031 REQUESTED CIP TOTALS										
20 Total Projects (19 County Funded Projects)			\$ 77,062,764	\$ 187,624,026	\$ 15,086,136	\$ 15,825,251	\$ 8,613,250	\$ 304,211,427	\$ 113,110,006	\$ 14,942,349

FIVE-YEAR CAPITAL IMPROVEMENT PLAN 2027-2031

RECOMMENDED CAPITAL PROJECTS

PROJECTS BY AREA	CHANGE	RECOMMENDED FISCAL YEAR FOR BOARD APPROVAL					TOTAL FIVE-YEAR FUNDING	BEYOND	OPERATING IMPACT
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	TOTAL		YEAR ONE IMPACT
Lee County Schools									
Southern Lee HS Auditorium and 6 Classrooms	-	14,332,450	-	-	-	-	\$ 14,332,450	-	(5,000)
Southern Lee HS Chiller and Pump Replacement	↑	1,509,351	-	1,509,351	-	-	\$ 1,509,351	-	(3,000)
SanLee MS Chiller and Pump Replacement	↑	1,509,351	-	1,509,351	-	-	\$ 1,509,351	-	-
East Lee MS Gym Renovations and Classrooms	↓	14,640,157	15,079,362	-	-	-	\$ 15,079,362	-	3,000
West Lee MS Gym Renovations and Classrooms	↓	14,640,157	15,079,362	-	-	-	\$ 15,079,362	-	3,000
Lee County HS Auditorium Renovation	-	-	-	8,837,434	-	-	\$ 8,837,434	-	(8,000)
Infrastructure Updates (District-wide)	-	-	-	-	3,931,500	8,613,250	\$ 12,544,750	33,698,750	-
New Elementary School (850 Seats)	↓	-	56,000,000	-	-	61,192,712	\$ 61,192,712	-	4,900,000
Bragg Street Academy Renovation	↓	-	-	-	4,818,219	4,962,766	\$ 4,962,766	-	12,000
New Middle School	-	-	-	-	-	-	\$ -	70,805,460	5,175,000
Lee County HS Stadium Rebuild	-	-	-	-	-	-	\$ -	4,199,498	-
11 Projects (All County Funded)		\$ 17,351,152	\$ 30,158,723	\$ 8,837,434	\$ 3,931,500	\$ 74,768,728	\$ 135,047,537	\$ 108,703,708	\$ 10,077,000
Central Carolina Community College (CCCC)									
Moore Center- Main Building Renovation (Phase 2)	-	-	-	No Cost to County	-	-	\$ -	-	538,000
ESTC Fire/EMS Training Facility	-	-	-	2,400,000	-	-	\$ 2,400,000	-	71,800
Lee Early College Relocation (Wilkinson Hall)	-	-	-	No Cost to County	-	-	\$ -	-	117,470
3 Projects (1 County Funded)		\$ -	\$ -	\$ 2,400,000	\$ -	\$ -	\$ 2,400,000	\$ -	\$ 727,270
Community Development									
O.T. Sloan Park Recreation Center	↓	27,000,000	-	-	-	-	\$ -	31,300,400	330,000
Endor Iron Furnace Park	↓	-	-	830,000	-	-	\$ -	906,963	185,000
O.T. Sloan Park Aquatic Center (Phase 1)	↓	-	-	-	7,075,532	-	\$ -	11,912,730	277,695
3 Projects (All County Funded)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,120,093	\$ 792,695
Public Safety									
Land for New Law Enforcement Center	↓	5,750,000	5,922,500	-	-	-	\$ 5,922,500	-	-
New Law Enforcement Center (Jail/Sheriff's Office)	↓	-	131,624,026	-	-	-	\$ -	148,144,001	3,345,384
Emergency Management Mobile Command Post	↓	700,000	-	742,630	-	-	\$ 742,630	-	-
3 Projects (All County Funded)		\$ -	\$ 5,922,500	\$ 742,630	\$ -	\$ -	\$ 6,665,130	\$ 148,144,001	\$ 3,345,384
2027-2031 REQUESTED CIP TOTALS									
20 Total Projects (19 County Funded Projects)		\$ 17,351,152	\$ 36,081,223	\$ 11,980,064	\$ 3,931,500	\$ 74,768,728	\$ 144,112,667	\$ 300,967,802	\$ 14,942,349



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ning or not. Support Patriotic
Hearts for our Veterans and
their Families! Free fast
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able. Se habla Español. Call
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SUV to assist the blind and
visually impaired. Arrange a
swift, no-cost vehicle pickup
and secure a generous tax
credit for 2025. Call Heritage
for the Blind Today at 1-855-
869-7055 today!

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Replace your roof with the
best looking and longest last-
ing material - steel from Erie
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and multiple colors available.
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tary, health workers & 1st re-
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0900 LEGALS

**Johnston-Lee-Harnett
Community Action is in the
process of seeking qual-
ified licensed weatheriza-
tion contractors in the state
of N.C. to service Johnston,
Lee, and Harnett Counties.
Bids are accepted for insu-
lating attics, floors, water
pipes, water heaters, and
ducts. Air-sealing contract-
ors must be proficient in
blower-door-directed air-
sealing.**

**We are also seeking li-
cense contractors for elec-
trical, plumbing, and HVAC
in the state of N.C. for the
Weatherization Department.**

**The Pre-Bid Conference for
questions will be on Wed-
nesday, June 10, 2026, at
10:00 am. The location will
be 1102 Massey Street.
Smithfield, NC 27577. You
can contact Wayne
Bodrick, Housing Director,
with any questions you
may have.**

**Qualifications for service
bids shall be submitted us-
ing the bid form in the Con-
tract Documents. Female-
owners and minority
businesses are encour-
aged to bid.**

**If you have any questions,
please contact Wayne
Bodrick at 919-934-2145
ext. 138.**

NOTICE TO CREDITORS

**Michael Kent Gunter quali-
fied before the Lee County
Clerk of Court on October
28, 2025 as The Executor of
The Estate of Betty Camer-
on Gunter, 1204 Lemmond
Drive, Sanford, NC 27330.
This is to notify all persons,
firms and corporations, as
required by NCGS 28A-14-
1, having claims against
the estate of said decedent
to exhibit them to the at-
torney designated below on or**

0900 LEGALS

**before the 30th Day of July,
2026 or this notice will be
pled in bar of their recov-
ery. All persons, firms and
corporations indebted to
the said estate will please
make immediate payments
to the undersigned.**

**Payments and claims
should be presented to
M. Andrew Lucas,
P.O. Box 1045,
Sanford, NC 27331-1045.**

April 30, May 7, 14, 21, 2026

NOTICE TO CREDITORS

**Norman L. Cameron quali-
fied before the Lee County
Clerk of Court on July 14,
2025, as Administrator of
the Estate of Candace Ren-
ee Cameron Buchanan of
490 Copper Mine Drive,
Sanford, Lee County, North
Carolina 27330. This is to
notify all persons, firms
and corporations, as re-
quired by NCGS 28A-14-1,
having claims against the
estate of said decedent to
exhibit them to the at-
torney designated below on
or before the 19th day of Au-
gust, 2026, or this notice
will be pled in bar of their
recovery. All persons, firms
and corporations indebted
to said estate will please
make immediate payments
to the undersigned.**

**Payments and claims
should be presented to
Robert A. "Tony" Buzzard,
Buzzard Law Firm,
PO Box 700,
Lillington, NC 27546.**

**This the 21st day of
May, 2026.**

May 21, May 28,
June 4, 11, 2026

**NORTH CAROLINA
LEE COUNTY**

NOTICE TO CREDITORS

**THE UNDERSIGNED, hav-
ing qualified as Adminis-
trator of the Estate of
James Gregory Blalock, de-
ceased late of Lee County,
this is to notify all persons,
firms, and corporations
having claims against said
Estate to present them to
the undersigned on or be-
fore the 5th day of August,
2026 or this Notice will be
pleaded in bar of their re-
covery. All persons in-
debted to said estate
please make immediate
payment to the under-
signed.**

**This the 7th day of
May, 2026.**

**Jamie Blalock Beacham
Administrator
388 Melynk Ln
Lillington, NC 27546**

May 7, 14, 21, 28, 2026

NOTICE TO CREDITORS

**Anthony McNeill qualified
before the Lee County
Clerk of Court on May 18,
2026, as the Administrator
of the Estate of LINDA R
MCNEILL, 256 Cooper
Store Road, Sanford, NC
27332. This is to notify all
persons, firms and corpor-**

0900 LEGALS

**ations, as required by
N.C.G.S. 28A-14-1, having
claims against the estate of
said decedent to exhibit
them to the attorney desig-
nated below on or before
the 19th of August, 2026 or
this notice will be pleaded
in bar of their recovery. All
persons, firms and corpor-
ations indebted to the said
estate will please make im-
mediate payments to the
undersigned.**

**Payments and claims
should be presented to
Deirdre M. Stephenson,
Attorney at Law,
1518 Elm Street,
Sanford, NC 27330.**

May 21, 28, June 4, 11, 2026

SUBSTITUTE TRUSTEE'S NOTICE OF FORECLOSURE SALE OF REAL PROPERTY

**THIS ACTION BROUGHT
PURSUANT TO THE
POWER AND AUTHORITY
contained within that cer-
tain Deed of Trust ex-
ecuted and delivered by
Jessie R. Harrington dated
February 9, 2024 and rec-
orded on February 20, 2024 in
Book 1761 at Page 698 in
the Office of Register of
Deeds of Lee County, North
Carolina. As a result of a
default in the obligations
contained within the
Promissory Note and Deed
of Trust and the failure to
carry out and perform the
stipulation and agree-
ments contained therein,
the holder of the indebted-
ness secured by said Deed
of Trust made demand to
have the default cured,
which was not met. There-
fore, the undersigned Sub-
stitute Trustee will place for
sale that parcel of land, in-
cluding improvements
thereon, situated, lying and
being in the City of San-
ford, County of Lee, State
of North Carolina, and be-
ing more particularly de-
scribed in the heretofore
referenced Deed of trust.
Said sale will be a public
auction to the highest bid-
der for cash, at the usual
place of sale at the Lee
County Courthouse, San-
ford, North Carolina, on
May 28, 2026 at 10:00 AM.**

**Address of Property:
6817 Deerfield Drive, San-
ford, NC 27332
Tax Parcel ID:
9549-59-9185-00
Present Record Owners:
Jessie R. Harrington**

**The terms of the sale are
that the real property here-
inbefore described will be
sold for cash to the highest
bidder. A deposit of five
percent (5%) of the amount
of the bid or Seven Hun-
dred Fifty Dollars (\$750.00),
whichever is greater, is re-
quired and must be
tendered in the form of cer-
tified funds at the time of
the sale. The successful
bidder will be required to
pay revenue stamps on the
Trustee's Deed, any Land
Transfer Tax, and costs for
recording the Trustee's
Deed.**

The real property herein-

0900 LEGALS

**above described is being
offered for sale "AS IS,
WHERE IS" and will be sold
subject to all superior liens,
unpaid taxes, special as-
sessments and other en-
cumbrances. Other condi-
tions will be announced at
the sale. The sale will be
held open for ten (10) days
for upset bids, as by law re-
quired. The sale will not
confirm until there have
been ten (10) consecutive
days with no upset bids
having been filed.**

**If for any reason the Trust-
ee is unable to convey title
to this property, or if the
sale is set aside, the sole
remedy of the purchaser is
the return of the bid depos-
it. Furthermore, if the valid-
ity of the sale is chal-
lenged by any party, the
Trustee in its sole discre-
tion, if it believes the chal-
lenge to have merit, may
declare the sale to be void
and return the bid deposit.
In either event, the pur-
chaser will have no further
recourse against the Mort-
gagor, the Mortgagee, the
Mortgagee's attorney, or
the Trustee.**

**Additional notice required
for Residential Real Prop-
erty with Less Than Fifteen
(15) Rental Units:**

**An order for possession of
the property may be is-
sued pursuant to G.S. 45-
21.29 in favor of the pur-
chaser and against the
party or parties in posses-
sion by the clerk of superi-
or court of the county in
which the property is sold.**

**Any person who occupies
the property pursuant to a
rental agreement entered
into or renewed on or after
October 1, 2007, may, after
receiving the notice of sale,
terminate the rental agree-
ment by providing written
notice of termination to the
landlord, to be effective on
a date stated in the notice
that is at least ten (10) days,
but no more than 90 day,
after the sale date con-
tained in the notice of sale,
provided that the mort-
gagor has not cured the de-
fault at the time the tenant
provides the notice of ter-
mination. Upon termina-
tion of a rental agreement,
the tenant is liable for rent
due under the rental agree-
ment prorated to the effec-
tive date of the termination.**

**Assistant/Deputy clerk of
Superior Court**

**s/Franklin L. Greene
Albertelli Law Partners
North Carolina, P.A.
Franklin L. Greene, ESQ.,
NC Bar # 37896 205
Regency Executive Park
Drive, Suite 100
Charlotte, NC 28217
Tel: 704-970-0391
fgreene@alaw.net**

PUBLIC NOTICE

**The Individuals with
Disabilities Education Act
(IDEA-Part B, Public Law
108.446) Project is
presently being amended. The
Project describes the special
education programs that Rising
Leaders Academy proposes for
Federal funding for the 2026-
2027 School Year. Interested
persons are encouraged to re-
view amendments to the
Project and make comments
concerning the implementation
of
special education under this
Federal Program. All com-
ments will be considered
prior to submission of the
amended Project to the North
Carolina Department of
Public Instruction in Raleigh,
North Carolina.
The IDEA-Part B Project is
open to the public for review
and comments during the week
of May 26, 27, 28, and 29, 2026,
in the office of Dustin Squibb
located at 2732 Industrial Dr.,
Sanford, NC 27332.**

PUBLIC NOTICE OF PUBLIC HEARINGS COUNTY OF LEE

**The recommended annual
operating budget for the
fiscal year beginning July
1, 2026, and ending June
30, 2027, and the recom-
mended capital improve-
ment plan for FY 2026-27
through FY 2030-31, have
been submitted to the Lee
County Board of Commis-
sioners.**

**The public shall take
notice the County of Lee
proposes to participate in an
economic development
project through the annual
budget process with an ap-**

0900 LEGALS

**propriation in the amount
of \$359,470 to the Sanford
Area Growth Alliance to
provide economic develop-
ment activity services in-
cluding but not limited to
the recruitment of new in-
dustry, business retention
and expansion services,
marketing of Lee County
and business/Industrial
sites, and other activities
that promote and attract
business and industry to
the County of Lee.**

**Copies of the proposed an-
nual operating budget and
capital improvement plan
(CIP) are available for pub-
lic inspection at both the
office of the County Clerk,
408 Summit Drive, Sanford,
NC, and at the main branch
of the Lee County Main Li-
brary, 1740 Bragg St., San-
ford, NC, and may be re-
viewed by the public dur-
ing normal working hours.
The budget document may
be reviewed online at
www.LeeCountyNC.gov/Re-commendedBudget. The
CIP may also be reviewed
online at www.Lee-CountyNC.gov/CIP. Inter-
ested citizens are invited to
make comments orally at
the separate public hear-
ing for each document,
both to be held on Monday,
June 1, 2026, at 6:00 P.M.,
or as soon thereafter as
can be reached on the
agenda, in the multi-pur-
pose room at the Lee
County Main Library, 1740
Bragg St, Sanford, NC.**

**Written comments may be
submitted prior to that date
and should be addressed
to the Lee County Board of
Commissioners. P.O. Box
1968, Sanford, NC
27331-1968.**

**Hailey Hall,
Clerk to the Board**

**A RESOLUTION
DECLARING THE
INTENTION OF THE CITY
COUNCIL TO CONSIDER
THE CLOSING OF AN
UNOPENED ALLEY ALONG
CHATHAM STREET
THAT SPLITS PARCEL
9642-97-1591-00
AND AN UNOPENED
ALLEY ALONG ALCOTT
STREET BETWEEN
PARCELS 9642-97-2671-00
AND 9642-97-1690-00 &
9642-97-1591-00**

**WHEREAS G. S. 160A-299
authorizes the City Council
to close public streets and
alleys; and**

**WHEREAS the City Coun-
cil considers it advisable to
conduct a public hearing for
the purpose of giving
consideration to the clos-
ing of an unopened alley
along Chatham Street that
splits parcel 9642-97-1591-
00 at the request of Brick
Capital CDC and an un-
opened alley along Alcott
Street between parcels
9642-97-2671-00 and 9642-
97-1690-00 & 9642-97-1591-
00 at the request of Brick
Capital CDC, Mirna M. Men-
cia E., and Edilberto Lobo,**

**NOW THEREFORE, BE IT
RESOLVED by the City
Council meeting in regular
session:**

**1. That a meeting will be
held at 6:00 p.m. on the 2nd
day of June, 2026, at the
City Council Chambers at
225 E. Weatherspoon St., to
consider a resolution clos-
ing of an unopened alley
along Chatham Street that
splits parcel 9642-97-1591-
00 at the request of Brick
Capital CDC and an un-
opened alley along Alcott
Street between parcels
9642-97-2671-00 and 9642-
97-1690-00 & 9642-97-1591-
00 at the request of Brick
Capital CDC, Mirna M. Men-
cia E., and Edilberto Lobo.**

**2. That the City Clerk is
hereby directed to publish
this Resolution of Intent
once a week for four weeks
in the Sanford Herald.**

**3. That the City Clerk is fur-
ther directed to transmit by
registered letter to each
owner of property abutting
upon said street or alley a
copy of this Resolution of
Intent.**

**ADOPTED this 5th day of
May, 2026.**

**Rebecca Wyhof Salmon,
Mayor**

ATTEST:

**Bonnie Bryant, City Clerk
Susan C. Patterson, City
Attorney**

Business & Services

DIRECTORY

6 month or more commitment*

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ITEM #: VI.A

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: Planning Board Recommendation on a Zoning Map Amendment Request for 800 White Hill Road

DEPARTMENT: Planning

CONTACT PERSON: Amy McNeill, Senior Planner

TYPE: Action Item

REQUEST	Application by Oldham Investments, LLC to rezone 800 White Hill Road from Residential Agricultural (RA) to Highway Commercial (HC).
BUDGET IMPACT	N/A
ATTACHMENTS	001-Rez@800 White Hill Rd-Reco-BINDER.pdf
PRIOR BOARD ACTION	Joint Public Hearing with Planning Board Held on May 18, 2026.
RECOMMENDATION	Consider the Planning Board Recommendation and Vote.
SUMMARY	

Application by Oldham Investments, LLC to rezone a 1.31 acre +/- tract of land developed with a mobile home addressed as 800 White Hill Road from Residential Agricultural (RA) to Highway Commercial (HC) to allow the redevelopment of the site in a commercial manner. The subject property is identified as Lee County Tax Parcel 9529-89-2845-00 as depicted on Tax Maps 9529-02 and 9620.04 and as Lot T-1 on a 2017 recombination survey recorded in Plat Cabinet 2017, Slide 147 of the Lee County Register of Deeds Office.



Lee County Board of Commissioners Planning Board Recommendation Zoning Map Amendment June 1, 2026

REQUEST

Oldham Investments, LLC would like to rezone a 1.31 acre +/- tract of land developed with a mobile home addressed as 800 White Hill Road from Residential Agricultural (RA) to Highway Commercial (HC) to allow the redevelopment of the site in a commercial manner and to match the zoning of the adjacent parcel under the same ownership. Therefore, this rezoning request has been submitted for your consideration. This is a standard general use rezoning request, as opposed to a conditional rezoning request; therefore, no site plan/subdivision plans or building plans are required as part of the rezoning request.

PLANNING BOARD RECOMMENDATION - Recommended to Approve

The Planning Board met on May 18th after the public hearing was held and recommended by a unanimous vote that the Commissioners approve the proposed zoning map amendment because it is reasonable and in the public interest given the frontage on a busy public roadway in an area with a mix of residential and commercial land uses and has access to public water. In making this recommendation, the Planning Board determined that the request is not consistent with the *Plan SanLee* land use designation of Countryside because this place type does not include commercial zoning or land uses. There was no discussion regarding this rezoning request.

LEE COUNTY COMMISSIONER'S DECISION

The Commissioners should make two votes regarding this matter. Sample motions are provided for your reference; however, you are always welcome to draft a unique motion if preferred. Also, you may acknowledge that the zoning map amendment is not consistent with the *Plan SanLee* land use plan and still vote to approve the request.

VOTE #1: APPROVE A STATEMENT ON CONSISTENCY WITH THE *PLAN SANLEE* AS IT RELATES TO THIS ZONING MAP AMENDMENT:

Motion Option 1: *"I make a motion that the proposed zoning map amendment **IS** consistent with the Plan SanLee land use place type of Countryside because... (board member to provide rationale)."*

Motion Option 2: *"I make a motion that the proposed zoning map amendment **IS NOT** consistent with the Plan SanLee land use designation of Countryside because it supports conservation & maintenance of a rural lifestyle and does not support commercial zoning or commercial land uses."*

Motion Option 3 - Unique motion: The Commissioners are free to create a unique motion based on different articulated findings, information that was provided during the public hearing, or other matters deemed important by the Board.

VOTE #2: TO APPROVE OR DENY THE ZONING MAP AMENDMENT:

Motion Option 1: *"I make a motion that the Planning Board recommend the Board of Commissioners **APPROVE** the proposed zoning map amendment from Residential Agricultural (RA) to Highway Commercial (HC) because it is reasonable & in the public interest given the frontage on a busy public roadway in an area with a mix of residential and commercial land uses and has access to public water."*

Motion Option 2: *"I make a motion that the Planning Board recommend the Board of Commissioners **DENY** the rezoning request from Residential Agricultural (RA) to Highway Commercial (HC) because rezoning to HC would potentially "open the door" for future commercial rezonings in this area, which may further impact nearby residents with the noise, lights, traffic (big trucks), outside storage, etc. and it is unknown what future commercial uses may be putting down the drain into a septic system & out drain lines in an area where people may still have wells."*

Motion Option 4 - Unique motion: The Commissioners are free to create a unique motion based on different articulated findings, information that was provided during the public hearing, or other matters deemed important by the Board.

INFORMATION INCLUDED WITH THE APRIL 20, 2026 STAFF REPORT

SUMMARY

Application by Oldham Investments, LLC to rezone a 1.31 acre +/- tract of land developed with a mobile home addressed as 800 White Hill Road from Residential Agricultural (RA) to Highway Commercial (HC) to allow the redevelopment of the site in a commercial manner and to match the zoning of the adjacent parcel under the same ownership. The adjacent property under the same ownership was rezoned from Residential Agricultural (RA) to Highway Commercial (HC) in 1999 to allow commercial development with no specific proposed land use mentioned and was formerly occupied by Mid Pines Hosiery.

Our adopted land use plan designates this parcel as Countryside, which is not supportive of commercial zoning or commercial land uses. Ultimately, it is up to the Board of Commissioners to determine how the County should grow and if they are comfortable with commercial zoning and land uses at this location. Additional information presented at the public hearing should also be considered in the recommendation and the final decision regarding the requested zoning map amendment.

REQUEST

Oldham Investments, LLC would like to rezone a 1.31 acre +/- tract of land developed with a mobile home addressed as 800 White Hill Road from Residential Agricultural (RA) to Highway Commercial (HC) to allow the redevelopment of the site in a commercial manner and to match the zoning of the adjacent parcel under the same ownership. Therefore, this rezoning request has been submitted for your consideration. This is a standard general use rezoning request, as opposed to a conditional rezoning

Staff Report - General Use Rezoning Request from RA to HC

request; therefore, no site plan/subdivision plans or building plans are required as part of the rezoning request.

Public notification consisted of publishing a legal notice in the local newspaper, notification by mail to adjacent property owners, and public hearing signs placed on the property as per the requirements of the North Carolina General Statutes.

GENERAL INFORMATION

Applicant:	Oldham Investments, LLC Richard Oldham, Member
Property Owner:	Oldham Investments, LLC Richard Oldham, Member
Request:	Rezone from Residential Agricultural (RA) to Highway Commercial (HC)
Location:	800 White Hill Road
Acreage:	1.31 acre +/-
Township:	Greenwood
Commissioner Dist.:	3
Fire District:	Tramway Fire Department
Schools:	Greenwood Elementary SanLee Middle School Southern Lee High School
Legal References:	Deed Book 1822, Page553 and Plat Cabinet 2017, Slide 147, lot T-1
Tax Parcel:	9529-89-2845-00

SITE DESCRIPTION

The site is in southwestern Lee County, west of the Jefferson Davis Hwy/US Hwy 1 and White Hill Road/US Hwy 15-501 intersection. It has frontage on the northwestern side of White Hill Road/US Hwy 15-501, opposite Mockingbird Lane. The site is developed with a single-wide mobile home addressed as 800 White Hill Road.

ZONING DISTRICT INFORMATION

Existing Zoning: The Residential Agricultural (RA) district is established to provide areas for low density single family uses, low intensity agricultural operations as well as agri-business and supportive industrial and commercial uses. Industrial operations are not permitted unless they clearly support an agricultural use. RA zoning protects and preserves valuable agricultural areas, implements agricultural protection zoning, establishes performance standards for rural businesses, preserves rural areas, preserves pasture land and agriculture, sets maximum permissible densities or new zoning districts, defines specific areas for rural commercial uses, and identifies areas appropriate for agricultural preservation.

Minimum lot size:	40,000sf or 0.92 an acre
Minimum lot width:	100ft
Minimum lot depth:	125ft
Minimum building setback, front:	30ft, measured from the r/o/w of the public street
Minimum building setback, rear:	30ft, measured from the rear property line
Minimum building setback, side(s):	15ft, measures from the side property lines
Maximum building height:	40ft
Maximum impervious surface:	N/A for residential development that is not within a watershed

Examples of uses permitted by right within the RA zoning district include residential single-family detached dwellings (site built and modular houses, both of which are constructed in compliance with the

North Carolina Residential Building Code AND mobile/manufactured houses, which are constructed in compliance with the Manufactured Home Construction and Safety Standards administered by U.S. Housing and Urban Development or HUD Code), duplex dwellings, pottery manufacturing & sales, parks/playgrounds/athletic fields operated on a noncommercial basis, church/religious complex, schools (addition to existing site), animal production & support services (unincorporated Lee County), crop production & support services (unincorporated Lee County), and forestry/logging & support services (unincorporated Lee County). There is a list of all of the permitted uses for this zoning district within the agenda packet for your reference.

Proposed Zoning: The Highway Commercial (HC) district is established to accommodate uses that depend upon a large flow of traffic and convenient access, such as retailing of durable goods, the provision of commercial services to industrial areas, and the provision of services to tourists.

Minimum lot size:	None listed
Minimum lot width:	50ft
Minimum lot depth:	100ft
Minimum building setback, front:	10ft, measured from the r/o/w of the public street
Minimum building setback, rear:	Determined by the width of the required landscape buffer
Minimum building setback, side(s):	Determined by the width of the required landscape buffer
Maximum building height:	N/A
Maximum impervious surface:	80% for commercial development that is not within a watershed

Examples of uses permitted by right within the HC zoning district include restaurants with or without drive-in or drive-through facilities, administrative services, antique shops, appliance sales/repair/maintenance, bakeries, computer & software sales, convenience stores with & without gas sales, dry cleaning & laundry, farm/landscape/garden supply with or without outdoor storage, grocery stores & supermarkets (all sizes), hardware/home centers/lumber yard/ heating & plumbing with indoor & outdoor storage, motor vehicle sales & service, office buildings, professional services (legal, accounting, architectural, etc.), real estate sales/rental/leasing, upholstery & furniture refinishing, and wholesale trade. There is a list of all of the permitted uses for this zoning district within the agenda packet for your reference

Adjacent Zoning

North:	Residential Agricultural (RA)
South:	Opposite White Hill Road, Residential Agricultural (RA)
East:	Residential Agricultural (RA)
West:	Highway Commercial (HC)

Adjacent Land Uses

North:	Vacant, wooded land
South:	Opposite White Hill Road, vacant land – partially wooded & partially a grass field
East:	Single-family home at 762 White Hill Road
West:	Commercial building at 840 White Hill Road, formerly Mid-Pines Hosiery

LOCAL OVERLAY DISTRICTS

This site is not located within a Watershed Conservation Overlay District or a mapped Flood Hazard Area (100-year floodplain).

General Note: The following is a general note included with all rezoning requests: Sanford, Lee County, and Broadway do not have a local grading permit or stormwater ordinance and rely on the North Carolina Department of Environmental Quality (NCDEQ) to regulate land disturbing activities. For questions or concerns regarding land disturbing activities, contact the NC Division of Energy, Mineral, and Land Resources Sediment Program via mail 1612 Mail Service Center, Raleigh, NC 27699-1612, via phone at 877-623-6748 or visit the NCDEQ website at <http://deq.nc.gov>. The physical address of the office is 217 W. Jones Street, Raleigh, NC 27603.

UTILITIES

Per our GIS mapping system, the subject property has access to public water via a 6-inch water main line in the right-of-way on the opposite side of White Hill Road. All proposed public water extensions/connections to serve future development must be approved by TriRiver Water to verify compliance with all policies and regulations including, but not limited to, off-site improvements or upgrades. All private wells as a potable water source to serve future (re)development must be approved by the Lee County Environmental Health Department and/or the appropriate State agency, whichever is applicable.

The subject property does not appear to have access to public sanitary sewer and any/all development would need to be served by private septic systems. All private septic systems as a wastewater method to serve future (re)development must be approved by the Lee County Environmental Health Department and/or the appropriate State agency, whichever is applicable.

TRANSPORTATION

The area proposed for rezoning has 115ft +/- of frontage on White Hill Road / US Hwy 15-501, which is a North Carolina Department of Transportation (NCDOT) maintained public roadway with a 150ft right-of-way width in the area of the subject property. This information is per our GIS mapping system and any proposed roadway or driveway connections must be approved by NCDOT.

2011 Lee County Comprehensive Transportation Plan: The plan illustrates White Hill Road / US Hwy 15-501 as an existing expressway that needs improvement.

NCDOT Average Annual Daily Traffic Count (AADT): There is a 2024 NCDOT AADT of 11,000 vehicles per day on White Hill Road / US Hwy 15-501 approximately 0.36 of a mile southwest of the site in front of the USA Mini-storage facility at 1144 White Hill Road.

State Transportation Improvement Program (STIP): This is a 10-year state and federal-mandated plan that identifies the construction funding for and scheduling of transportation projects throughout the state. Per the NCDOT STIP website, there are no improvements planned for this section of White Hill Road / US Hwy 15-501 at this time.

DEVELOPMENT STANDARDS

If rezoned, all of the uses permitted in the Highway Commercial (HC) zoning district would be allowed and any future redevelopment of the subject property will be required to meet the current development standards of the UDO.

PLAN SANLEE

The long-range land use plan identifies the subject property Countryside, which is typically agricultural & undeveloped lands outside of Urban Service Areas (no public sewer, public trash pick-up, etc.). It encourages preservation of the County's agricultural heritage and supports conservation & maintenance of a rural lifestyle with limited residential density. The local example is the Avents Ferry Road corridor in northeast Lee County. Information from the land use plan is provided as attachments to this report for your reference.

STAFF ANALYSIS

The Countryside placetype is not supportive of commercial zoning or commercial land uses. However, it is up to the Board of Commissioners to determine how the County should grow and if they are comfortable with commercial zoning and land uses at this location. Additional information presented at the public hearing should also be considered in the recommendation and the final decision regarding the requested zoning map amendment.

PLANNING BOARD RECOMMENDATION

Per state law, when conducting a review of a proposed zoning text or map amendment, the Planning Board shall advise and comment on whether the proposed action is consistent with any comprehensive or land-use plan that has been adopted and any other officially adopted plan that is applicable. The Planning Board shall provide a written recommendation to the Governing Board that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the comprehensive or land-use plan shall not preclude consideration or approval of the proposed amendment by the Governing Board. If a zoning map amendment qualifies as a "large-scale rezoning" under State law (G.S. 160D-602(b)), the Planning Board statement describing plan consistency may address the overall rezoning and describe how the analysis and policies in the relevant adopted plans were considered in the recommendation made.

If no written report is received from the Planning Board within 30 days of referral of the amendment to that Board, the Governing Board may act on the amendment without the Planning Board report. The Governing Board is not bound by the recommendations, if any, of the Planning Board. Also, please be aware that the Planning Board may acknowledge that the zoning map amendment/rezoning request is not consistent with the *Plan SanLee* land-use plan and still vote to approve the request; however, an explanation should be included within the motion.

Sample Motions

The Planning Board shall provide a written recommendation to the Commissioners that addresses plan consistency and other matters as deemed appropriate. Sample motions are provided based on information in the *Plan SanLee* land-use plan. The Planning Board members are free to create a unique motion based on different articulated findings, information that was provided during the public hearing, or other matters deemed important by the Board.

VOTE #1: APPROVE A STATEMENT ON CONSISTENCY WITH THE *PLAN SANLEE* AS IT RELATES TO THIS ZONING MAP AMENDMENT:

Motion Option 1: *"I make a motion that the proposed zoning map amendment **IS** consistent with the Plan SanLee land use place type of Countryside because... (board member to provide rationale)."*

Motion Option 2: *"I make a motion that the proposed zoning map amendment **IS NOT** consistent with the Plan SanLee land use designation of Countryside because it supports conservation & maintenance of a rural lifestyle and does not support commercial zoning or commercial land uses."*

Motion Option 3 - Unique motion: The Planning Board members are free to create a unique motion based on different articulated findings, information that was provided during the public hearing, or other matters deemed important by the Board.

VOTE #2: TO RECOMMEND THAT THE LEE COUNTY BOARD OF COMMISSIONERS APPROVE OR DENY THE ZONING MAP AMENDMENT:

Motion Option 1: *"I make a motion that the Planning Board recommend the Board of Commissioners **APPROVE** the proposed zoning map amendment from Residential Agricultural (RA) to Highway Commercial (HC) because it is reasonable & in the public interest given the frontage on a busy public roadway in an area with a mix of residential and commercial land uses and has access to public water."*

Motion Option 2: *"I make a motion that the Planning Board recommend the Board of Commissioners **DENY** the rezoning request from Residential Agricultural (RA) to Highway Commercial (HC) because rezoning to HC would potentially "open the door" for future commercial rezonings in this area, which may further impact nearby residents with the noise, lights, traffic (big trucks), outside storage, etc. and it is unknown what future commercial uses may be putting down the drain into a septic system & out drain lines in an area where people may still have wells."*

Motion Option 4 - Unique motion: The Planning Board members are free to create a unique motion based on different articulated findings, information that was provided during the public hearing, or other matters deemed important by the Board.

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

WHEREAS, a request to amend the Official Zoning Map has been received from Oldham Investments, LLC to rezone a 1.31 acre +/- tract of land developed with a mobile home addressed as 800 White Hill Road and identified as Lee County Tax Parcel 9529-89-2845-00 as depicted on Tax Maps 9529-02 and 9620.04 and illustrated as Lot T-1 on a 2017 recombination survey recorded in Plat Cabinet 2017, Slide 147 of the Lee County Register of Deeds Office from Residential Agricultural (RA) to Highway Commercial (HC); and

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

WHEREAS, the Lee County Board of Commissioners conducted a public hearing on May 18, 2026 to receive citizen input on the requested zoning map amendment; and

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

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

The Official Zoning Map is hereby amended to rezone a 1.31 acre +/- tract of land developed with a mobile home addressed as 800 White Hill Road and identified as Lee County Tax Parcel 9529-89-2845-00 as depicted on Tax Maps 9529-02 and 9620.04 and illustrated as Lot T-1 on a 2017 recombination survey recorded in Plat Cabinet 2017, Slide 147 of the Lee County Register of Deeds Office from Residential Agricultural (RA) to Highway Commercial (HC). See Exhibit A.

In making this decision, the Commissioners determined the request is not consistent with the *Plan SanLee* land use designation of Countryside because this place type does not include commercial zoning or land uses. However, it is reasonable & in the public interest given the frontage on a busy public roadway in an area with a mix of residential and commercial land uses and has access to public water.

ADOPTED this the 1st day of June 2026.

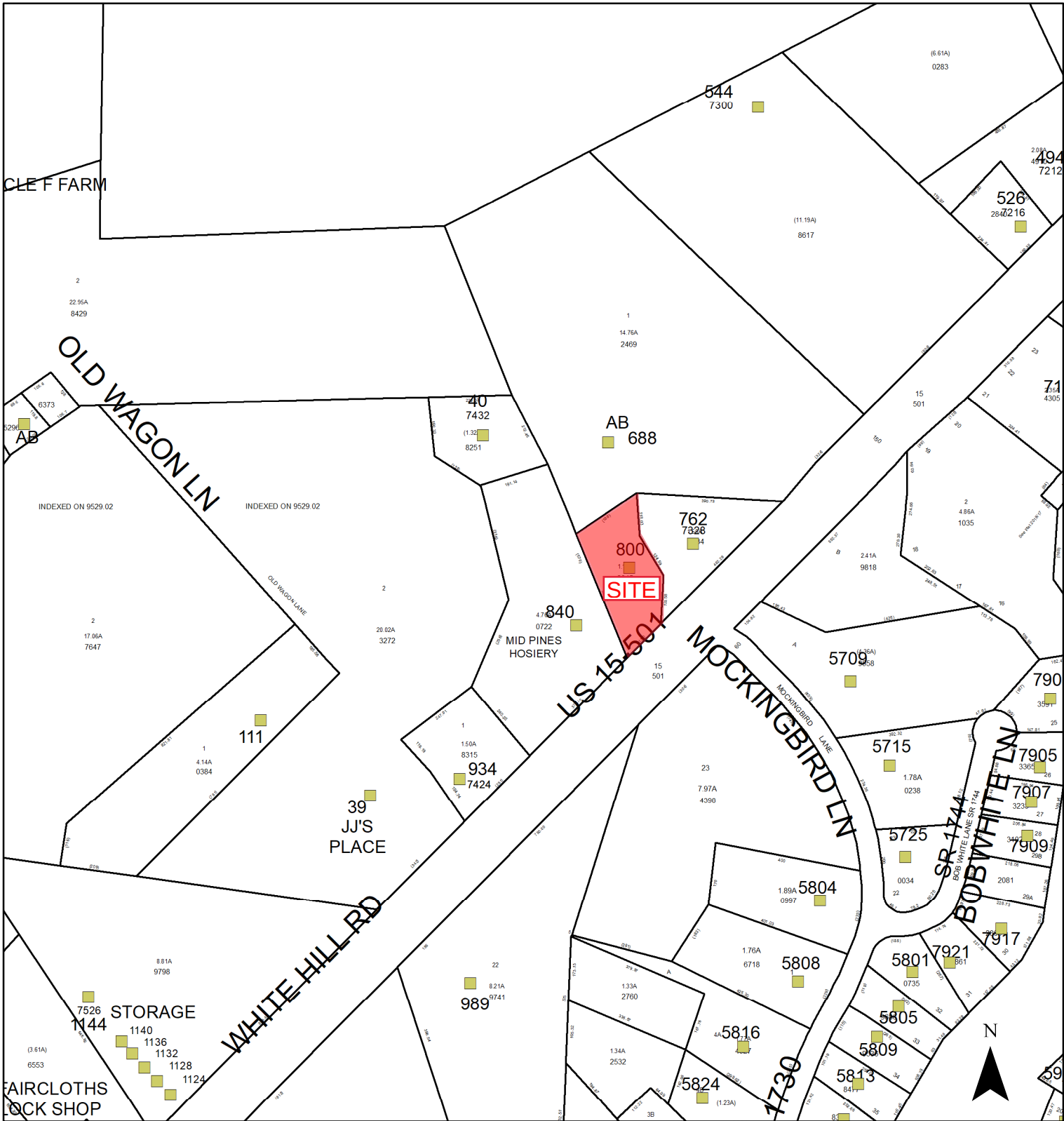
Samantha Martin, Chairman, Lee County Board of Commissioners

ATTEST:

APPROVED AS TO FORM:

Hailey Hall, Clerk to the Board

Whitney Parrish, Lee County Attorney



ZONING MAP AMENDMENT / REZONING APPLICATION:
Rezone 800 White Hill Road from
Residential Agricultural (RA) to Highway Commercial (HC).

This is a graphic illustration and not a legal document.
All information is comprised of layers of data that may or may not align correctly.



ITEM #: VI.B

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: Planning Board Recommendation on a Zoning Map Amendment Request for 1138 Greenwood Road

DEPARTMENT: Planning

CONTACT PERSON: Amy McNeill, Senior Planner

TYPE: Action Item

REQUEST	Application by Lemon Springs Volunteer Fire Dept. to rezone 1138 Greenwood Road from Residential Restricted (RR) and Residential Agricultural (RA) to Highway Commercial (HC) to allow a proposed building addition.
BUDGET IMPACT	N/A
ATTACHMENTS	002-Rez@1138 Greenwood Rd-RecoBINDER.pdf
PRIOR BOARD ACTION	Joint Public Hearing with Planning Board Held on May 18, 2026.
RECOMMENDATION	Consider the Planning Board Recommendation and Vote.
SUMMARY	

Application by Lemon Springs Volunteer Fire Department to rezone a 1.39 acre +/- tract of land developed as the Lemon Springs Volunteer Fire Department addressed as 1138 Greenwood Road from Residential Restricted (RR) and Residential Agricultural (RA) to Highway Commercial (HC) to allow a proposed building addition. The subject property is identified as Lee County Tax Parcel 9549-26-6718-00 as depicted on Tax Map 9549.01.



Lee County Board of Commissioners Planning Board Recommendation Zoning Map Amendment June 1, 2026

REQUEST

The Lemon Springs Volunteer Fire Department would like to rezone a 1.39 acre +/- tract of land developed as the Lemon Springs Volunteer Fire Department addressed as 1138 Greenwood Road from Residential Agricultural (RA) to Highway Commercial (HC) to allow a proposed building addition. Therefore, this rezoning request has been submitted for your consideration. This is a standard general use rezoning request, as opposed to a conditional rezoning request; therefore, no site plan/subdivision plans or building plans are required as part of the rezoning request.

PLANNING BOARD RECOMMENDATION - *Recommended to Approve*

The Planning Board met on May 18th after the public hearing was held and recommended by a unanimous vote that the Commissioners approve the proposed zoning map amendment because it is reasonable and in the public interest given that it would allow the expansion of an existing volunteer fire station. In making this recommendation, the Planning Board determined that the request is consistent with the Village Center placetype because it does include “government services” and other nonresidential-type land uses.

LEE COUNTY COMMISSIONER’S DECISION

The Commissioners should make two votes regarding this matter. Sample motions are provided for your reference; however, you are always welcome to draft a unique motion if preferred. Also, you may acknowledge that the zoning map amendment is not consistent with the *Plan SanLee* land use plan and still vote to approve the request.

VOTE #1: APPROVE A STATEMENT ON CONSISTENCY WITH THE *PLAN SANLEE* AS IT RELATES TO THIS ZONING MAP AMENDMENT:

Motion Option 1: *“I make a motion that the proposed zoning map amendment **IS** consistent with the Plan SanLee land use place type of Village Center because this placetype does include “government services” and other nonresidential-type land uses.”*

Motion Option 2: *“I make a motion that the proposed zoning map amendment **IS NOT** consistent with the Plan SanLee land use designation of Village Center because it is intended to facilitate commercial and civic centers at the heart of Village Neighborhoods.”*

Motion Option 3 - Unique motion: The Commissioners are free to create a unique motion based on different articulated findings, information that was provided during the public hearing, or other matters deemed important by the Board.

VOTE #2: TO APPROVE OR DENY THE ZONING MAP AMENDMENT:

Motion Option 1: *"I make a motion that Board of Commissioners **APPROVE** the proposed zoning map amendment from Residential Restricted (RR) and Residential Agricultural (RA) to Highway Commercial (HC) because it is reasonable & in the public interest given that it would allow the expansion of an existing volunteer fire station."*

Motion Option 2: *"I make a motion that the Board of Commissioners **DENY** the rezoning request from Residential Restricted (RR) and Residential Agricultural (RA) to Highway Commercial (HC) because allowing HC-type development at this location may have a negative impact on the nearby residents and school."*

Motion Option 4 - Unique motion: The Commissioners are free to create a unique motion based on different articulated findings, information that was provided during the public hearing, or other matters deemed important by the Board.

INFORMATION INCLUDED WITH THE APRIL 20, 2026 STAFF REPORT

SUMMARY

Application by the Lemon Springs Volunteer Fire Department to rezone a 1.39 acre +/- tract of land developed as the Lemon Springs Volunteer Fire Department and addressed as 1138 Greenwood Road from Residential Restricted (RR) and Residential Agricultural (RA) to Highway Commercial (HC) to allow a proposed building addition. The existing fire station was built in 1980 under the old Lee County Zoning Ordinance, which allowed fire stations by right in all County zoning districts. The proposed addition must comply with the Unified Development Ordinance adopted in 2006, which allows fire stations by right in all commercial zoning districts and allows fire stations in all residential zoning districts upon issuance of a Special Use Permit by the Board of Adjustment. Rezoning this parcel to a commercial zoning district will allow the proposed building addition to proceed with staff level approval, subject to compliance with the UDO development standards, such as minimum building setbacks, landscaping, etc. Therefore, the Lemon Springs Volunteer Fire Department has submitted a request to rezone the site from Residential Restricted (RR) and Residential Agricultural (RA) – the front half of this lot is zoned RR and the back half is zoned RA - to Highway Commercial (HC) since the three adjoining lots to the west are zoned Highway Commercial (HC).

Our adopted land use plan designates this parcel as Village Center, which is supportive of Neighborhood Commercial and medium density residential development, but not Highway Commercial type development. However, the fire station is existing and, ultimately it is up to the Board of Commissioners to determine how the County should grow and if they are comfortable with commercial zoning at this location. Additional information presented at the public hearing should also be considered in the recommendation and the final decision regarding the requested zoning map amendment.

REQUEST

Staff Report - General Use Rezoning Request from RR & RA to HC

The Lemon Springs Volunteer Fire Department would like to rezone a 1.39 acre +/- tract of land developed as the Lemon Springs Volunteer Fire Department addressed as 1138 Greenwood Road from Residential Agricultural (RA) to Highway Commercial (HC) to allow a proposed building addition. Therefore, this rezoning request has been submitted for your consideration. This is a standard general use rezoning request, as opposed to a conditional rezoning request; therefore, no site plan/subdivision plans or building plans are required as part of the rezoning request.

Public notification consisted of publishing a legal notice in the local newspaper, notification by mail to adjacent property owners, and public hearing signs placed on the property as per the requirements of the North Carolina General Statutes.

GENERAL INFORMATION

Applicant: Lemon Springs Volunteer Fire Department | Stephen Cox, Chief
Property Owner: Lemon Springs Volunteer Fire Department |
Request: Rezone from Residential Restricted (RR) and Residential Agricultural (RA) to Highway Commercial (HC)
Location: 1138 Greenwood Road
Acreage: 1.39 acre +/-
Township: Greenwood
Commissioner Dist.: 3
Fire District: Lemon Springs Fire Department
Schools: Greenwood Elementary | SanLee Middle School | Southern Lee High School
Legal References: Deed Book 328 Page 585
Tax Parcel: 9549-26-6718-00

SITE DESCRIPTION

The site is in southeastern Lee County, west of Jefferson Davis Hwy/US Hwy 1, between Lemon Springs Road and Sanders Road. It has frontage on the north side of Greenwood Road, opposite Greenwood Elementary School. The site is developed with fire station addressed as 1138 Greenwood Road.

ZONING DISTRICT INFORMATION

Existing Zoning: The Residential Agricultural (RA) district is established to provide areas for low density single family uses, low intensity agricultural operations as well as agri-business and supportive industrial and commercial uses. Industrial operations are not permitted unless they clearly support an agricultural use. RA zoning protects and preserves valuable agricultural areas, implements agricultural protection zoning, establishes performance standards for rural businesses, preserves rural areas, preserves pasture land and agriculture, sets maximum permissible densities or new zoning districts, defines specific areas for rural commercial uses, and identifies areas appropriate for agricultural preservation.

Minimum lot size: 40,000sf or 0.92 an acre
Minimum lot width: 100ft
Minimum lot depth: 125ft
Minimum building setback, front: 30ft, measured from the r/o/w of the public street
Minimum building setback, rear: 30ft, measured from the rear property line
Minimum building setback, side(s): 15ft, measures from the side property lines

Staff Report - General Use Rezoning Request from RR & RA to HC

Maximum building height:	40ft
Maximum impervious surface:	N/A for residential development that is not within a watershed

Examples of uses permitted by right within the RA zoning district include residential single-family detached dwellings (site built and modular houses, both of which are constructed in compliance with the North Carolina Residential Building Code AND mobile/manufactured houses, which are constructed in compliance with the Manufactured Home Construction and Safety Standards administered by U.S. Housing and Urban Development or HUD Code), duplex dwellings, pottery manufacturing & sales, parks/playgrounds/athletic fields operated on a noncommercial basis, church/religious complex, schools (addition to existing site), animal production & support services (unincorporated Lee County), crop production & support services (unincorporated Lee County), and forestry/logging & support services (unincorporated Lee County). There is a list of all of the permitted uses for this zoning district within the agenda packet for your reference.

Proposed Zoning: The Highway Commercial (HC) district is established to accommodate uses that depend upon a large flow of traffic and convenient access, such as retailing of durable goods, the provision of commercial services to industrial areas, and the provision of services to tourists.

Minimum lot size:	None listed
Minimum lot width:	50ft
Minimum lot depth:	100ft
Minimum building setback, front:	10ft, measured from the r/o/w of the public street
Minimum building setback, rear:	Determined by the width of the required landscape buffer
Minimum building setback, side(s):	Determined by the width of the required landscape buffer
Maximum building height:	N/A
Maximum impervious surface:	80% for commercial development that is not within a watershed

Examples of uses permitted by right within the HC zoning district include restaurants with or without drive-in or drive-through facilities, administrative services, antique shops, appliance sales/repair/maintenance, bakeries, computer & software sales, convenience stores with & without gas sales, dry cleaning & laundry, farm/landscape/garden supply with or without outdoor storage, grocery stores & supermarkets (all sizes), hardware/home centers/lumber yard/ heating & plumbing with indoor & outdoor storage, motor vehicle sales & service, office buildings, professional services (legal, accounting, architectural, etc.), real estate sales/rental/leasing, upholstery & furniture refinishing, and wholesale trade. There is a list of all of the permitted uses for this zoning district within the agenda packet for your reference

Adjacent Zoning

North:	Residential Agricultural (RA)
South:	Opposite Greenwood Road, Office & Institutional (O&I) and Residential Restricted (RR)
East:	Residential Restricted (RR)and Residential Agricultural (RA)
West:	Highway Commercial (HC)

Adjacent Land Uses

North:	Vacant, wooded land
South:	Opposite Greenwood Road, Greenwood Elementary School and single-family homes

Staff Report - General Use Rezoning Request from RR & RA to HC

East: Vacant field
West: Family Dollar store at 1144 Greenwood Road

LOCAL OVERLAY DISTRICTS

This site is not located within a Watershed Conservation Overlay District or a mapped Flood Hazard Area (100-year floodplain).

General Note: The following is a general note included with all rezoning requests: Sanford, Lee County, and Broadway do not have a local grading permit or stormwater ordinance and rely on the North Carolina Department of Environmental Quality (NCDEQ) to regulate land disturbing activities. For questions or concerns regarding land disturbing activities, contact the NC Division of Energy, Mineral, and Land Resources Sediment Program via mail 1612 Mail Service Center, Raleigh, NC 27699-1612, via phone at 877-623-6748 or visit the NCDEQ website at <http://deq.nc.gov>. The physical address of the office is 217 W. Jones Street, Raleigh, NC 27603.

UTILITIES

Per our GIS mapping system, the subject property has access to public water via an 8-inch water main line in the right-of-way (same side) of Greenwood Road. All proposed public water extensions/connections to serve future development must be approved by TriRiver Water to verify compliance with all policies and regulations including, but not limited to, off-site improvements or upgrades. All private wells as a potable water source to serve future (re)development must be approved by the Lee County Environmental Health Department and/or the appropriate State agency, whichever is applicable.

The subject property does not appear to have access to public sanitary sewer and any/all development would need to be served by private septic systems. All private septic systems as a wastewater method to serve future (re)development must be approved by the Lee County Environmental Health Department and/or the appropriate State agency, whichever is applicable.

TRANSPORTATION

The area proposed for rezoning has 120ft +/- of frontage on Greenwood Road (SR 1144), which is a North Carolina Department of Transportation (NCDOT) maintained public roadway with a 60ft right-of-way width in the area of the subject property. This information is per our GIS mapping system and any proposed roadway or driveway connections must be approved by NCDOT.

2011 Lee County Comprehensive Transportation Plan: The plan illustrates Greenwood Road as an existing minor thoroughfare that needs improvement.

NCDOT Average Annual Daily Traffic Count (AADT): There is a 2024 NCDOT AADT of 4,800 vehicles per day on Greenwood Road approximately 610ft southeast of the site near a house at 1006 Greenwood Road.

State Transportation Improvement Program (STIP): This is a 10-year state and federal-mandated plan that identifies the construction funding for and scheduling of transportation projects throughout the state. Per the NCDOT STIP website, there are no improvements planned for this section of Greenwood Road at this time.

DEVELOPMENT STANDARDS

If rezoned, all of the uses permitted in the Highway Commercial (HC) zoning district would be allowed and any future redevelopment of the subject property will be required to meet the current development standards of the UDO.

PLAN SANLEE

The long-range land use plan identifies the subject property as Village Center which is intended to facilitate commercial & civic centers at the heart of Village Neighborhoods. It is similar to the Downtown place type, but smaller in scale with lower intensity. The local example is the Greenwood Road / Lemon Springs Road area. Information from the land use plan is provided as attachments to this report for your reference.

STAFF ANALYSIS

The Village Center placetype is supportive of Neighborhood Commercial-type development (small grocery stores, convenience stores without gas sales, etc.), but not Highway Commercial-type development (all sizes of grocery stores, convenience stores with gas sales, etc.). However, the fire station is existing and it is not your typical Highway Commercial type land use. Therefore, rezoning the site to Highway Commercial (HC) to allow the fire station to expand with staff level approval may be considered reasonable. Ultimately it is up to the Board of Commissioners to determine how the County should grow and if they are comfortable with commercial zoning at this location. Additional information presented at the public hearing should also be considered in the recommendation and the final decision regarding the requested zoning map amendment.

PLANNING BOARD RECOMMENDATION

Per state law, when conducting a review of a proposed zoning text or map amendment, the Planning Board shall advise and comment on whether the proposed action is consistent with any comprehensive or land-use plan that has been adopted and any other officially adopted plan that is applicable. The Planning Board shall provide a written recommendation to the Governing Board that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the comprehensive or land-use plan shall not preclude consideration or approval of the proposed amendment by the Governing Board. If a zoning map amendment qualifies as a “large-scale rezoning” under State law (G.S. 160D-602(b)), the Planning Board statement describing plan consistency may address the overall rezoning and describe how the analysis and policies in the relevant adopted plans were considered in the recommendation made.

If no written report is received from the Planning Board within 30 days of referral of the amendment to that Board, the Governing Board may act on the amendment without the Planning Board report. The Governing Board is not bound by the recommendations, if any, of the Planning Board. Also, please be aware that the Planning Board may acknowledge that the zoning map amendment/rezoning request is not consistent with the *Plan SanLee* land-use plan and still vote to approve the request; however, an explanation should be included within the motion.

Sample Motions

The Planning Board shall provide a written recommendation to the Commissioners that addresses plan consistency and other matters as deemed appropriate. Sample motions are provided based on information

in the *Plan SanLee* land-use plan. The Planning Board members are free to create a unique motion based on different articulated findings, information that was provided during the public hearing, or other matters deemed important by the Board.

Vote #1: Approve a Statement on Consistency with the Plan SanLee as it Related to this Zoning Map Amendment:

Motion Option 1: *“I make a motion that the proposed zoning map amendment **IS** consistent with the Plan SanLee land use place type of Village Center because this placetype does include “government services” and other nonresidential-type land uses.”*

Motion Option 2: *“I make a motion that the proposed zoning map amendment **IS NOT** consistent with the Plan SanLee land use designation of Village Center because it is intended to facilitate commercial and civic centers at the heart of Village Neighborhoods.”*

Motion Option 3 - Unique motion: The Planning Board members are free to create a unique motion based on different articulated findings, information that was provided during the public hearing, or other matters deemed important by the Board.

Vote #2: To Recommend that the Lee County Board of Commissioners Approve or Deny the Zoning Map Amendment:

Motion Option 1: *“I make a motion that the Planning Board recommend the Board of Commissioners **APPROVE** the proposed zoning map amendment from Residential Restricted (RR) and Residential Agricultural (RA) to Highway Commercial (HC) because it is reasonable & in the public interest given that it would allow the expansion of an existing volunteer fire station.”*

Motion Option 2: *“I make a motion that the Planning Board recommend the Board of Commissioners **DENY** the rezoning request from Residential Restricted (RR) and Residential Agricultural (RA) to Highway Commercial (HC) because allowing HC-type development at this location may have a negative impact on the nearby residents and school.”*

Motion Option 4 - Unique motion: The Planning Board members are free to create a unique motion based on different articulated findings, information that was provided during the public hearing, or other matters deemed important by the Board.

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

WHEREAS, a request to amend the Official Zoning Map has been received from Lemon Springs Volunteer Fire Department to rezone a 1.39 acre +/- tract of land developed as the Lemon Springs Volunteer Fire Department addressed as 1138 Greenwood Road and identified as Lee County Tax Parcel 9549-26-6718-00 as depicted on Tax Map 9549.01 from Residential Restricted (RR) and Residential Agricultural (RA) to Highway Commercial (HC); and

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

WHEREAS, the Lee County Board of Commissioners conducted a public hearing on May 18, 2026 to receive citizen input on the requested zoning map amendment; and

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

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

The Official Zoning Map is hereby amended to rezone a 1.39 acre +/- tract of land developed as the Lemon Springs Volunteer Fire Department addressed as 1138 Greenwood Road and identified as Lee County Tax Parcel 9549-26-6718-00 as depicted on Tax Map 9549.01 from Residential Restricted (RR) and Residential Agricultural (RA) to Highway Commercial (HC). See Exhibit A.

In making this decision, the Commissioners determined the request is consistent with the *Plan SanLee* land use designation of Village Center because this placetype does include “government services” and other nonresidential-type land uses.

ADOPTED this the 1st day of June 2026.

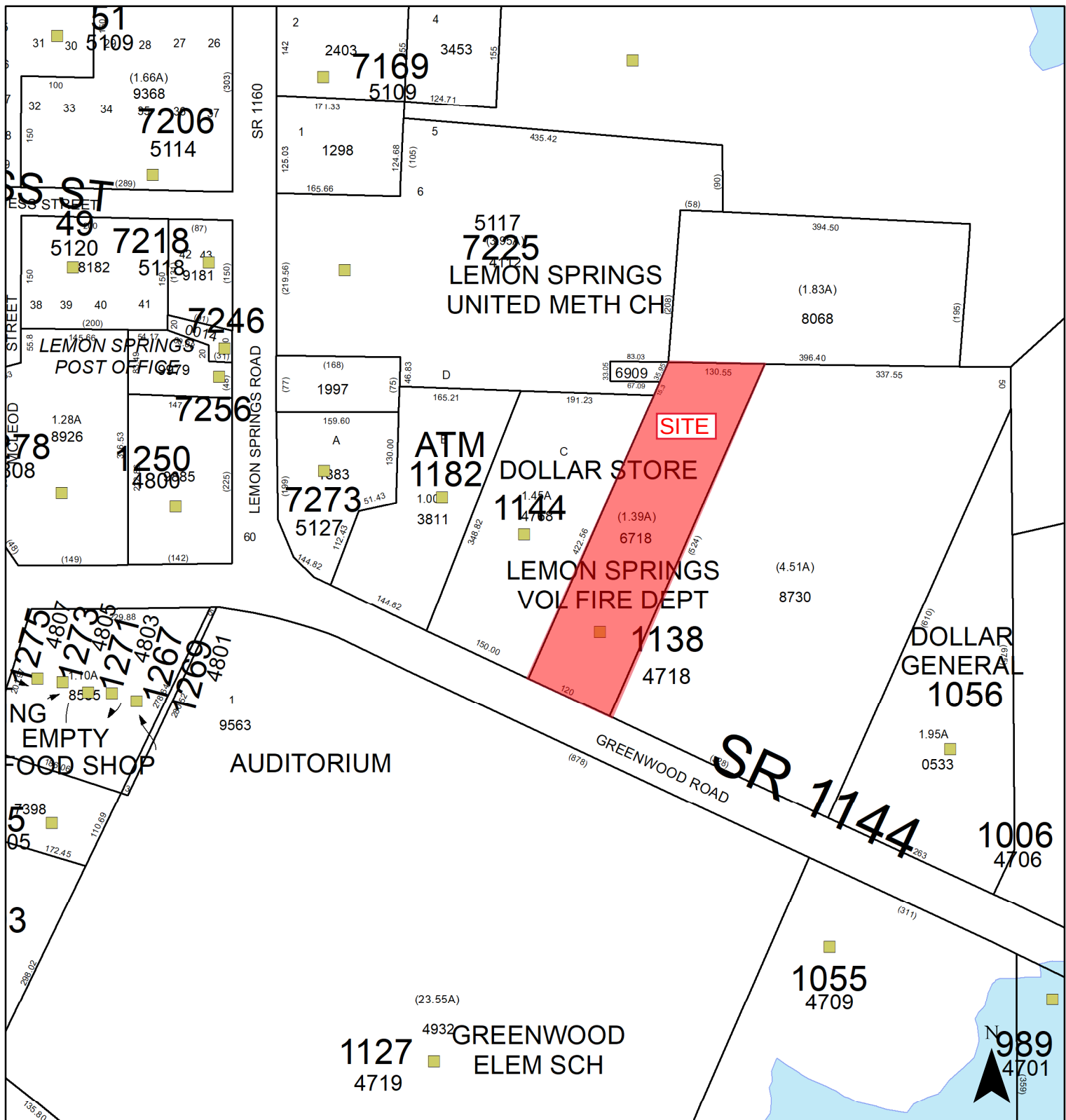
Samantha Martin, Chairman, Lee County Board of Commissioners

ATTEST:

APPROVED AS TO FORM:

Hailey Hall, Clerk to the Board

Whitney Parrish, Lee County Attorney



ZONING MAP AMENDMENT / REZONING APPLICATION:
 Rezone 1138 Greenwood Road from
 Residential Restricted (RR) and Residential Agricultural (RA)
 to Highway Commercial (HC).

This is a graphic illustration and not a legal document.
 All information is comprised of layers of data that may or may not align correctly.



ITEM #: VI.C

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: EMS Franchise Ordinance Second Reading

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish ,

TYPE: Action Item

REQUEST	Hold Second Reading of the EMS Franchise Ordinance.
BUDGET IMPACT	The fee proposal from FirstHealth of the Carolinas, Inc. included the following cost breakdown: July 1, 2026-June 30, 2027-- \$2,525,000.00 and an additional \$347,459.00 July 1, 2027-June 30, 2028-- \$3,450,000.00 July 1, 2028-June 30, 2029-- \$4,400,000.00 July 1, 2029-June 30, 2030-- \$5,050,000.00 July 1, 2030-June 30, 2031-- \$5,450,000.00
ATTACHMENTS	LEGAL - Ordinance Granting a Franchise for EMS and Non-EMS to FirstHealth - 5-18-26.pdf

PRIOR BOARD ACTION	The Board held three public hearings: October 6, 2025; October 20, 2025; and November 17, 2026. The Board directed staff to bring a first reading for the option 1 proposal submitted by MedEx Medical Transport Services, Inc. at the December 19, 2025 workshop. The Board approved a first reading with MedEx at its January 5, 2026 meeting. Between January and April 2026, the County and MedEx underwent contract negotiations; however, were unable to reach mutually agreeable terms of the agreement. On May 4th, the Board voted to bring a first reading with FirstHealth of the Carolinas, Inc. and to begin contract negotiations to the May 18, 2026 meeting. The first reading of the ordinance with FirstHealth of the Carolinas, Inc. was held May 18, 2026.
RECOMMENDATION	Hold Second Reading of the EMS Franchise Ordinance.
SUMMARY	

The County's franchise agreement with FirstHealth of the Carolinas, Inc. covering FirstHealth's duty to provide emergency and non-emergency intra-county transports expires June 30, 2026. County staff began the process of seeking applications for franchisees in the summer of 2025. The Ambulance Advisory Committee unanimously recommended FirstHealth of the Carolinas to the Board of Commissioners following the procurement and review process. The Board then held three public hearings and a workshop. Since the County and MedEx Medical Transport Services, Inc. were unable to reach an agreement for the franchise, the County contacted FirstHealth of the Carolinas, Inc. to see if they were willing to consider an agreement with the County, since they were the only other applicant and have an established local EMS system that can ensure continuity of service upon the expiration of the current service date. At this time, the Board can hold a second reading of the Franchise Ordinance and approve the ordinance.

**An Ordinance Granting a Franchise for Emergency and
Non-Emergency/Convalescent Medical Services to FirstHealth of the Carolinas, Inc.
for Lee County**

Be It Ordained, by the Lee County Board of Commissioners do hereby find, declare and determined as follows:

1. That after due deliberation, at its regular meetings held on May 18, 2026 (first reading of the ordinance) and June 1, 2026 (the second reading of the ordinance), the Board determined there was a need for emergency and non-emergency ambulance services in Lee County. The Board thereupon voted to award an exclusive franchise to FirstHealth of the Carolinas, Inc. for the provision of emergency ambulance services and non-emergency/convalescent services in Lee County.
2. Pursuant to Section 10-92 of the Emergency Services Ordinance, FirstHealth of the Carolinas, Inc. has made application for a franchise from Lee County to operate an emergency and non-emergency ambulance service in Lee County.
3. FirstHealth of the Carolinas, Inc. is in compliance with Article 7 of Chapter 131E of the North Carolina General Statutes.
4. FirstHealth of the Carolinas, Inc. is entitled to have such franchises granted and the granting of such franchises is necessary to assure provision of continuing emergency and non-emergency ambulance service in Lee County and will promote the public health, safety and welfare of the community
5. The procedures of North Carolina General Statute 135A-250, 153A-45 and 153A-46 have been complied with.
6. FirstHealth of the Carolinas, inc. is hereby granted the exclusive permission and franchise to operate an emergency ambulance service and the exclusive permission and franchise to operate a non-emergency and convalescent ambulance service in Lee County upon the terms and conditions set forth in the franchise agreement.
7. These franchises shall exist and continue for a period of five years as set forth in the franchise agreement, unless earlier terminated or extended.
8. FirstHealth of the Carolinas, Inc. will continuously maintain liability insurance pursuant to the franchise agreement.

9. These franchises and the rights, privileges and authority hereby granted shall take effect and be in full force from and after June 30, 2026 at 7:00 p.m. until terminated or extended pursuant to the franchise agreement.

Adopted this the _____ day of _____, 2026.

County of Lee

Chair, Lee County Board of Commissioners

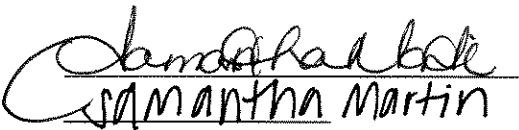
Attest

Hailey Hall

Clerk, Lee County Board of Commissioners

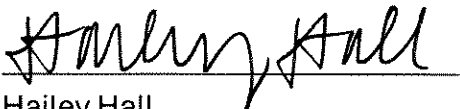
The first reading of the Ordinance occurred on May 18, 2025 and was approved by the Board.

County of Lee


Samantha Martin

Chair, Lee County Board of Commissioners

Attest



Hailey Hall

Clerk, Lee County Board of Commissioners





ITEM #: VI.D

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: Franchise Agreement with FirstHealth of the Carolinas, Inc.

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish ,

TYPE: Action Item

REQUEST	Approve Franchise Agreement with FirstHealth of the Carolinas, Inc.
BUDGET IMPACT	The fee proposal from FirstHealth of the Carolinas, Inc. included the following cost breakdown: July 1, 2026-June 30, 2027-- \$2,525,000.00 and an additional \$347,459.00 July 1, 2027-June 30, 2028-- \$3,450,000.00 July 1, 2028-June 30, 2029-- \$4,400,000.00 July 1, 2029-June 30, 2030-- \$5,050,000.00 July 1, 2030-June 30, 2031-- \$5,450,000.00
ATTACHMENTS	FirstHealth Draft 6.1.26 Final.pdf

PRIOR BOARD ACTION	The Board held three public hearings: October 6, 2025; October 20, 2025; and November 17, 2026. The Board directed staff to bring a first reading for the option 1 proposal submitted by MedEx Medical Transport Services, Inc. at the December 19, 2025 workshop. The Board approved a first reading with MedEx at its January 5, 2026 meeting. Between January and April 2026, the County and MedEx underwent contract negotiations; however, were unable to reach mutually agreeable terms of the agreement. On May 4th, the Board voted to bring a first reading with FirstHealth of the Carolinas, Inc. and to begin contract negotiations to the May 18, 2026 meeting. The first reading of the ordinance with FirstHealth of the Carolinas, Inc. was held May 18, 2026. The second reading of the ordinance with FirstHealth of the Carolinas, Inc. will be held on June 1, 2026.
RECOMMENDATION	Approve Franchise Agreement with FirstHealth of the Carolinas, Inc.
SUMMARY	

If the Board approves the second reading of the ordinance with FirstHealth of the Carolinas, Inc., it can approve the franchise agreement. The franchise agreement is attached. Staff will print the exhibit attachments to bring to the meeting. FirstHealth will provide Exhibit F, its indigent care program, and staff will incorporate it into the agreement.

EMERGENCY AND NON-EMERGENCY MEDICAL SERVICES
FRANCHISE AGREEMENT

THIS EMERGENCY AND NON-EMERGENCY MEDICAL SERVICES FRANCHISE AGREEMENT (hereinafter referred to as “Agreement”) is made and becomes effective June 30, 2026 at 7:00 p.m., by and between Lee County, a body politic and corporate under the laws of the State of North Carolina (hereinafter referred to as “County”) and FirstHealth of the Carolinas, Inc. (hereinafter referred to as “Provider”).

WHEREAS, County desires to contract with Provider to provide emergency medical service and convalescent/non-emergency intra-County transportation services for the provision of the County’s Emergency Medical Services; and

WHEREAS, Provider has the expertise, ability and capacity to provide emergency medical services and convalescent/non-emergency intra-County transportation services for Lee County 24 hours a day for 7 days a week, 365 days a year;

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth in this Agreement, the parties agree as follows:

1. EXCLUSIVE ENGAGEMENT

The County has an ordinance, Chapter 10 Emergency Services Ordinance, identified as Exhibit A, Chapter 10 Emergency Services Ordinance, attached and incorporated herein by reference, which gives County the authority to award an exclusive franchise to a provider to operate emergency medical and in County point to point convalescent/non-emergency transportation services.

Provider submitted information to the County’s Ambulance Advisory Committee (hereinafter referred to as Committee) and to the Board of Commissioners, which information was considered by the Board of Commissioners, all of which (with the exception of references to provider’s Option 2) are attached and incorporated herein by reference, including:

1. Provider’s Application for Franchise, identified as Exhibit B, attached and incorporated herein by reference.
2. Presentation of Provider Given to Lee County’s Ambulance Advisory Committee, identified as Exhibit C, attached and incorporated herein by reference.
3. Provider’s Responses to Questions Asked by Lee County’s Ambulance Advisory Committee, identified as Exhibit D, attached and incorporated herein by reference.
4. Provider’s Presentation to Board of Commissioners, identified as Exhibit E, attached and incorporated herein by reference.

Provider hereby accepts the franchise and agrees to provide emergency medical and convalescent/non-emergency intra-County transportation services (the “Service”) on an

exclusive basis for Lee County's residents and visitors, in accordance with the terms of this Agreement. Provider will provide all emergency transports originating within County to the closest medically appropriate facility, taking into account patient choice and system status.

Nothing in this Agreement prevents other providers from providing convalescent/non-emergency transports for medical providers from within the County to locations outside of the County.

2. TERM AND TERMINATION

- a. Unless earlier terminated as provided herein, the term of this Agreement ("Term") shall commence on June 30, 2026, at 7:00 p.m. and end on June 30, 2031 at 7:00 p.m.
- b. A non-breaching party may immediately terminate this Agreement upon written notice to the other in the event of a material breach of any provision of this Agreement by the other party which continues for thirty (30) days after receipt by the breaching party of written notice thereof from the non-breaching party.
- c. After the initial four (4) years of this Agreement, either party may terminate this Agreement at any time, with or without cause, by giving six (6) months prior written notice to the other party.
- d. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement, except Provider shall abide by all Federal and State confidentiality, medical, and records retention laws and requirements related to this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF PROVIDER

Provider represents, agrees, and warrants to County, at the time of execution of the Agreement, and throughout the term of the Agreement, that it adheres to the following terms:

- a. Provider is not bound by any agreement or arrangement which would preclude it from entering into or from fully performing its services under this Agreement or that would present a conflict of interest.
- b. Provider is aware of and shall perform the services required hereunder in accordance with all applicable Federal, State, and local laws, rules and regulations.
- c. Provider warrants it does currently, and will throughout the term of this Agreement, operate all ambulances pursuant to North Carolina General Statute 131E, Article 7 and 10A NCAC 13P.
- d. Provider warrants it is credentialed as a North Carolina Office of Emergency Medical Services Provider.
- e. Provider currently has, and shall maintain throughout the Term, all appropriate Federal and State licenses and certifications required for Provider to perform the services required of Provider under this Agreement.

- f. Provider and all Provider's staff (which includes employees, agents, contractors etc.), currently have, and shall maintain throughout the term of this Agreement, all appropriate credentials, licenses and certifications required by the State, in order for Provider's staff to perform the functions assigned to them by Provider under this Agreement.
- g. Provider warrants and agrees it will maintain a qualified North Carolina licensed medical director on staff (or by contract) with experience in medicine and pre-hospital care, who will provide the necessary oversight and consultation to assist Provider's employees with responses to high level emergency calls. Provider warrants its chief medical director will maintain all responsibilities as established by Section .400 of 10A NCAC Subchapter 13P. The chief medical director will serve as both the system and agency medical director for Lee County EMS throughout the term of the Agreement.
- h. Provider warrants and agrees it has the knowledge, experience and sufficient qualified employees to act as the sole provider of E911 emergency ambulance services within County.
- i. Provider warrants and agrees it is fiscally solvent and has sufficient reserves, state permitted ambulances, and medical supplies required to undertake the provision of primary 911 services and convalescent/non-emergency intra-County transports for the term of the Agreement.
- j. Provider warrants and agrees it is fully aware the City of Sanford ("City") operates the 911 dispatch center and County has no control over decisions made by the City regarding 911 services and operations. County has made no representations regarding the requirements, limitations and logistics of the 911 services offered by City or its ability to use Provider's software.

4. PROVIDER RESPONSIBILITIES

Provider shall provide or perform the following Services:

- a. Provider shall provide the following services for the service area of the entire geographic boundaried area of County beginning June 30, 2026 at 7:00 p.m. which shall be continuous 24-hour coverage, 7 days a week, 365 days a year, throughout the term of this Agreement:
 - 1. Emergency response originating within County to the closest medically appropriate facility, taking into account patient choice and system status.
 - 2. Non-emergency/convalescent services for individuals requiring transport from point to point within County when the Provider has available resources and without compromising emergency response.
- b. Provider shall station, fund and/or staff a **minimum** of the following:
 - 1. Five (5) fully equipped ALS transport vehicles stationed somewhere in the county at all times.
 - 2. Only three (3) ALS vehicles are allowed to be stationed at the EMS Station, 1218 Central Drive Sanford, NC. The Provider and County will enter into a lease agreement for the EMS Station, in which Provider will pay a market rate for the use

of the space. The lease will be executed and made effective by June 30, 2026 at 7:00 p.m.

3. Provider is responsible for obtaining a minimum of two (2) additional locations where it intends to station two (2) additional ALS unit vehicles. The Emergency Management Director reserves the right to approve the lease locations. Provider must provide a copy of the lease agreements to the County no later than June 5, 2026. County is not responsible for any amounts paid for the Provider's leased space.
 4. One (1) four-wheel drive ALS transport vehicle for the EMS Supervisor, which may also be located at 1218 Central Drive location. The Supervisor and vehicle must be stationed in County at all times during their shift.
 5. One (1) Lee County EMS Director, credentialed as a paramedic, with a staff vehicle, who must be officed in County at all times.
 6. Two reserve ALS transport ambulances stationed somewhere in the County in case of an emergency and to ensure the uninterrupted continuity of availability and coverage provided by the five (5) ALS ambulances that are to remain in active service. They may be, but are not required to be, located at 1218 Central Drive location.
 7. Eleven (11) BLS/ALS providers per twelve-hour shift, including one (1) supervisor credentialed at the paramedic level for each shift. A credentialed paramedic must be on each truck for every shift. Providers should work no more than 12 hours at a time, except in emergencies. Double shifts should be used only in staffing emergencies. The Supervisor may not supplement as staff for the 5 required ALS vehicles, except for limited times during emergencies.
 8. One (1) NC licensed medical director.
 9. Each ALS truck shall be staffed with two (2) credentialed personnel, with at least one being a credentialed paramedic on each truck for every shift, at all times.
 10. No state of NC credentialing waivers apply to this Agreement.
- c. The average response time for Delta and Echo 911 calls (as dispatched by the 911 Communications Center) must be less than 9 minutes (8:59), measured quarterly. Response time means the Dispatch Time to Scene Time. Dispatch Time means the time the 911 Communications Center dispatches the call to the Provider. Scene Time means the time the Provider's apparatus arrives at the dispatched location and reports arrival to the 911 Communications Center.
- d. Provider shall participate in any discussions concerning long-term strategic planning for EMS services, if requested by County. Provider agrees to constantly review its current service levels to County and communicate ideas to County's Emergency Management Director for improvements to response times throughout the County, especially in outlying areas.
- e. Provider shall make best efforts to ensure that all non-emergency transport calls are responded to within a reasonable time. Provider agrees to make best efforts to ensure that response times do not exceed two hours.

- f. Provider agrees non-emergency interfacility transports shall never take precedence over emergency 911 calls.
- g. Non-emergency transport from a point within Lee County to a point outside of Lee County is the sole responsibility of any medical provider, to include hospital transfers. Provider shall not use County assets, staff or vehicles, allocated under this Agreement for inter-facility transports outside of County, except for emergency response outside of County under this Agreement or when responding to mutual aid.
- h. All vehicles under this Agreement must clearly display Provider's information on both sides of the vehicle. All in-service apparatus must clearly display the assigned unit call sign at all times. Provider must provide all equipment and supplies necessary for Service. Provider is responsible, at its sole cost and expense, for all vehicles, medical equipment and supplies necessary to provide the services described herein. All such vehicles, equipment and supplies shall remain the exclusive property of Provider. Rules and regulations as defined by the North Carolina Office of Emergency Medical Services must be adhered to at all times. Provider must provide a copy of each certification for the vehicles assigned to County to County's Emergency Management Director. A copy must be provided prior to services beginning under this Agreement and any time a new vehicle is added to the fleet assigned to County. All ambulances, or other medical vehicles, must be fully maintained, fully stocked, working properly and in compliance with Section .0200 of Chapter 10A of the NCAC, Subchapter 13P at all times. Provider is solely responsible for the maintenance, upkeep, repair, and care of its fleet.
- i. Provider is fully responsible for the financial management of the Service. Provider shall bill, collect, and retain all charges for the Service. Provider's list of charges is identified and described in Section 8 of this Agreement. Provider cannot increase the rates listed in Section 8 unless it has first provided a thirty (30) day prior written notice to County of its desire to raise the rates and the reasons for the request. Any rate change must be presented to and approved by the Board of Commissioners. Provider may not request a rate increase more than annually, upon providing documentation supporting need and justification, during the Term of this Agreement. Provider must use reasonable efforts to establish payment plans for individuals with limited means and will utilize its Indigent Care program for individuals who do not have the means to pay for service, consistent with current practices and policies of Provider, further detailed in Provider's Indigent Care Program, identified as Exhibit F, attached and incorporated herein by reference.
- j. Provider will continue to be responsible for Lee County's OEMS system plan. Provider recognizes this plan is not static and it is Provider's sole responsibility to routinely review the plan to determine if any updates or changes need to be addressed. Provider and County must review the plan annually to ensure no changes need to be made to the plan. If a change is requested by the Office of Emergency Medical Services, Provider must make the requisite change. If at any time, OEMS requests or demands a change to the plan and Provider fails to meet the request within 30 days, this is deemed a breach of this Agreement and County can suspend payment to Provider. If a suspension of payment occurs, County is not required to pay and Provider is not owed any funds.

- k. Provider must have at all times a North Carolina licensed medical director on staff (or by contract) who provides the necessary oversight and consultation to assist Provider's employees with responses to high level emergency calls. Provider must ensure its medical director maintains all responsibilities established in Section .0400 of Chapter 10A of the NCAC Subchapter 13P. Provider must ensure a medical director serves as both the Lee County System and agency medical director throughout the term of this Agreement. Provider must provide necessary support for 911 dispatchers to ensure they can dispatch emergency calls, following appropriate EMD (Emergency Medical Dispatch) protocols. Provider's medical director will continue to work with the established first responder program. Provider must ensure a North Carolina licensed medical director, or assistant medical director, is on call and available at all times. Provider must provide the name, contact information and medical license number of the chief medical director or any assistant medical director assigned to County. County can request the chief medical director to attend any meetings as needed with reasonable notice provided. If any information changes for Provider's medical director or any assistant medical directors, Provider shall immediately notify the County in writing and by phone call to the Emergency Management Director (mbritt@leecountync.gov, 919-718-4670). If at any time Provider fails to have a NC licensed medical director on staff, it is a breach of this Agreement and Provider must immediately notify the County in writing and by phone call to the Emergency Management Director (mbritt@leecountync.gov, 919-718-4670). Notification should include plan for immediate interim coverage by a qualified medical director. The County may suspend payment, in its sole discretion, to Provider until Provider has secured an appropriate medical director on staff. If a suspension of payment occurs, County is not required to pay, and Provider is not owed any funds.
- l. Provider must maintain a Peer Review Committee pursuant to North Carolina General Statute 131E-155(6b) and 10A NCAC 13P .0408. Provider will consider county preferences for peer review committee members and will make best efforts to include them. This Peer Review Committee must meet at least quarterly and analyze all patient care data and outcome measures concerning Provider's Service under this Agreement. Provider is fully responsible for establishing, organizing and staffing the Peer Review Committee. A written report must be submitted to the Emergency Management Director within 30 days after each Peer Review meeting.
- m. Any citations, suspensions, failed truck inspections, or revocations issued by the North Carolina Office of EMS, or any other State regulatory agency, must be reported to the Emergency Management Director in writing and immediately by phone call (mbritt@leecountync.gov, 919-718-4670).
- n. With regard to Service, Provider shall:
1. Develop and maintain appropriate policies and procedures for operating the Service.
 2. Supervise Provider's employees in the provision of the Service to ensure medical care is delivered in accordance with Provider's policies, procedures, standard operating guidelines, and State and Federal law. Provider must also ensure all services are appropriately and adequately documented.

- o. Provider agrees all its non-exempt EMS personnel shall only work 12-hour day and/or night shifts (non-rotating). Providers should work no more than 12 hours at a time, except during emergencies. Double shifts should be used only in staffing emergencies. Provider is responsible for maintaining a Lee County EMS director who will be the direct liaison between the County and Provider. This position must be officed in Lee County at least forty hours (40) a week and must reside within a reasonable commuting distance to Lee County. Provider's Lee County EMS director, or representative must attend all monthly Fire Chiefs Association Meetings, peer review meetings, communications committee meetings, and any other meeting requested by County provided reasonable notice is given. Provider's Lee County EMS director, or representative, shall participate in all exercises and trainings deemed necessary to support the emergency preparedness program. Provider is responsible for organizing and managing the quarterly peer review meetings, including setting an agenda, notifying the members of the meeting and running the meetings.
- p. Provider must ensure one experienced supervisor is present on site every shift at all times. The on-duty supervisor cannot be one of the staff for the required five ALS units, except for limited times in emergencies.
- q. Provider is responsible for providing EMS training for its employees free of charge and must offer first responder related training free to Lee County fire department staff. Training for the local fire departments shall be scheduled at reasonable intervals and times during the year.
- r. Provider agrees, at a minimum, to offer benefits for health, dental, vision, retirement, vacation leave, and sick leave consistent with Provider's existing policies or as required by law.
- s. Provider shall ensure staffing levels remain sufficient at all times to perform its obligations under this Agreement.
- t. Provider shall ensure only North Carolina credentialed paramedics, advanced EMTs, EMTs, and NC licensed medical directors are employed. Provider is solely responsible for verifying credentials and licenses of its employees at all times.
- u. Provider shall ensure, upon hire, that all its employees have completed and passed national background checks through the National Criminal Database with Alias and through NC statewide searches with nccourts.org
- v. Provider shall ensure all employees maintain current certifications and receive necessary training to maintain certification and continuing education requirements throughout the term of this Agreement.
- w. Provider must ensure compliance with policy banning alcohol, drug, vape, tobacco or other intoxicant used by its employees during any shift and take immediate corrective action for any violations. Provider shall ensure there are no weapons or explosives on any ambulance or EMS non-transporting vehicle in accord with 10A NCAC 13P.0216.
- x. Provider shall ensure all personnel and employees are issued a uniform in accordance with industry standards and all employees must wear uniforms and present professionally at all times. All personnel uniforms must clearly identify Provider as the employer or

contractor. All personnel must display a picture ID at all times, which also includes the individual's name, position, EMS credential and organization.

- y. Provider must offer to all fire departments in Lee County, an opportunity to participate in a first responder program. Provider shall continue and enhance the first responder program through additional engagement with surrounding community colleges and with additional fire departments. A robust first responder program is critical to the needs of the County and Provider agrees it will make the first responder program a high priority.
- z. Provider understands the City operates the 911 emergency dispatch center and therefore, neither County nor Provider has any control over decisions made by the City regarding 911 services and operations. Provider is responsible for understanding the requirements, limitations, and logistics of the 911 services offered by the City. Concerns with 911 dispatch services must be directly addressed by Provider with the City.
- aa. Provider must ensure all its software and data terminals are compatible with the City's 911 dispatch requirements. If Provider changes or upgrades any software throughout the term of this Agreement, Provider has the sole responsibility for the cost and procurement of any software required to perform under this agreement and for its installation, operation, and maintenance prior to the beginning of service.
- bb. Provider's software must be compatible with VIPER and all counties with whom the Provider and County have mutual aid contracts.
- cc. County will provide 800 MHZ portable radios for use by Provider. County will maintain ownership of this equipment. Provider is responsible for any and all damage due to its negligence or loss and will reimburse the County at the replacement cost. Provider is responsible for notifying the County Emergency Management Director immediately of any damage, loss or normal wear and tear that requires service. County will facilitate all service and repair requests through their contract with Motorola Solutions and Provider is responsible for reimbursing County within 30 days of any invoice related to this paragraph. Provider and County have entered into a MOU governing these radios and will amend the agreement upon mutually agreeable terms as necessary to remain applicable to current usage.
- dd. Provider must maintain all records including trip records, dispatch logs and operation summaries which may be requested by County at any time.
- ee. Provider will be issued five (5) Lucas chest compression devices owned by County, if it does not have comparable devices on the ambulances. Provider and County have entered into a MOU governing these devices and will amend the agreement upon mutually agreeable terms as necessary to remain applicable to current usage.
- ff. Provider must keep its apparatus and equipment in a neat, orderly and professional manner. All assigned apparatus must be staffed and equipped at the Advanced Life Support level as required by the North Carolina Office of EMS, and North Carolina Administrative Code at all times. County maintains the right to inspect all apparatus and equipment at any time upon reasonable notice to Provider.
- gg. Provider shall comply with County's mutual aid statewide agreement. At no time should a request for mutual aid be fulfilled if assigned vehicles and apparatus are not available to fulfill County's needs.

- hh. Provider shall perform the services required hereunder in accordance with all applicable Federal, State and local laws, rules and regulations.
- ii. Provider will operate all ambulances pursuant to North Carolina General Statutes 131E, Article 7 and 10A of the NCAC, Subchapter 13P.
- jj. Provider currently has, and shall maintain throughout the Term, all appropriate Federal and State licenses and certifications required for Provider to perform the services required of Provider under this Agreement. If at any time, any of Provider's vehicles or staff lose certifications or any certification is revoked, Provider shall immediately notify County in writing and by phone call to County's Emergency Management Director (mbritt@leecountync.gov, 919-718-4670) and take corrective actions to ensure compliance under all Federal and State licenses in a timely manner.
- kk. Provider agrees to purchase and carry necessary insurance in accordance with Lee County's Code of Ordinance, Chapter 10, section 10-97, as currently drafted, and to provide coverage of any acts, omissions and/or negligence which may occur while Provider is operating under the terms of this Agreement with combined single limits of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate claims and naming Lee County as an additional insured. Provider shall also provide and carry as additional insurance at minimum a \$6,000,000.00 umbrella or additional insurance policy and a \$1,000,000.00 commercial automobile policy and a \$2,000,000.00 professional liability policy (Health Policy) during the term of this Agreement. Provider shall also provide Worker's Compensation insurance as required by North Carolina state law. Provider shall be deemed primary for injuries caused by the negligence or willful misconduct of Provider and its employees, agents, contractors, interns, directors, and other individuals in which it controls. Provider must provide a certificate of insurance coverage to Lee County prior to June 30, 2026. Provider must immediately notify County of any changes in its insurance coverage and provide an updated certificate of insurance if there are any changes. Provider must provide an annual certificate of insurance to the County each year within 30 days of insurance renewal.
- ll. County may, in its sole and absolute discretion, and at its expense, engage its own attorneys and other professionals to defend or assist it, and, at the option of County, County's attorneys shall control the resolution of the claim or proceeding with respect to County but not with respect to the Provider. The parties stipulate County does not waive any defenses of any claim, including but not limited to, any governmental immunity defenses it may have.
- mm. From time to time, the County Emergency Management Office may request, and Provider will assist with providing, medical transport and services during a natural disaster or other emergency in Lee County. Provider acknowledges its role as defined in the County's Comprehensive Emergency Operations Plan.
- nn. Provider's supervisors and Lee County EMS director must be trained in mass casualty incidents, working within the National Incident Command System, including completing ICS 100, 200, 300, 400, 700 and 800 courses. Provider's supervisors and Lee County EMS director must be familiar working within an emergency operations center. This training shall be paid for by Provider.

- oo. Provider must take all citizen complaints and concerns seriously and address them promptly and with respect. The EMS Director must be reasonably reachable by phone or email for citizen concerns and complaints and must respond to them as soon as possible. Complaints made to the County will be referred to the EMS Director for response.
- pp. Provider must acknowledge and respond to County representatives regarding this Agreement or EMS services promptly.

5. REQUIRED REPORTS

For all required reports set forth in this section, Provider must work with County's Emergency Management Director, prior to service beginning, to learn of County's preference as to how the reports are to be submitted. All daily reports must be submitted by 9:00 a.m., all monthly reports must be submitted by the 5th calendar day of the following month, and all quarterly reports must be submitted by the 5th calendar day of the following month after the quarter ends. Quarters are defined as July 1-September 30, October 1-December 31, January 1-March 31, and April 1-June 30. County will dictate the form, required information and delivery method. The County reserves the right to request and/or add any additional requirements at any time with prior written notification to Provider. The County will collect certain data from Provider, including, but not limited to the following: information.

- a. Provider must provide a monthly report on mutual aid responses Provider participated in which, at a minimum includes, the date, time, and reason for every occurrence where Provider had to request mutual aid or provide mutual aid.
- b. Provider must submit a monthly staffing report.
- c. Provider must submit daily staffing reports to include all vehicles in or out of service and personnel assignments per vehicle.
- d. Provider must submit monthly reports with response times for all calls, broken down by call type.
- e. Provider must submit monthly reports indicating their non-emergency transports and inter-facility transports, within the County and outside the County.
- f. Provider must provide a monthly report on overdose response calls.
- g. Provider must submit a monthly report to County on the number of citizen complaints regarding services provided under this Agreement. No identifying patient information shall be included in this report.
- h. Provider must submit a quarterly peer review meeting report.
- i. Provider must submit quarterly reports on the status of the first responder program.
- j. Provider must, within a reasonable timeframe, notify the County's Emergency Management Director if a contracted apparatus is taken out of service for any reason or if a contracted apparatus fails an annual or ramp inspection.

6. PROVIDER'S PERFORMANCE MEASURES

During the term of this Agreement the Parties will meet monthly to ensure the best provision of Service and compliance with the terms of the Agreement. Service under this Agreement is limited to 911 dispatched calls for service, interfacility transports within County, mutual aid requests/responses, and emergency transport outside county when medically necessary. County will review all submitted reports of Provider to review Provider's performance measures. The following criteria shall be used in the County's review as performance measures:

- a. Response times for 911 calls, and suggestions for improving outlying areas of the County.
- b. Response times for non-emergency transports.
- c. Whether all required and contracted apparatus is in service at all times.
- d. Provider must make every effort to accommodate non-emergency transports as soon as possible based on 911 call volume.
- e. Staffing levels.
- f. Provision of the required equipment, licensed personnel, and appropriately furnished and permitted ALS ambulances.
- g. Acknowledgment that personnel issues or concerns have been addressed.
- h. Number of "no trucks available" responses during the month.
- i. Degree of involvement with first responder program.
- j. Timely communication and response with the Emergency Services Director and County Staff.
- k. Timely provision of reports to County each month/quarterly as applicable.
- l. Timely response to concerns and complaints of citizens and County staff each month.
- m. Maintenance of EMS Provider license. Maintenance of the OEMS System for Lee County and any issues to be addressed.
- n. Creation of, and updates as needed, to written policies and procedure required under 10A NCAC 13P.0201 and other State laws.
- o. Regular meetings held with the Peer Review Committee.
- p. Issues and efforts made regarding communications systems, including but not limited to, VIPER, fire departments, and the 911 call center.
- q. Any suspensions, revocations, citations, lack of license or other issue involving or affecting the services under this Agreement.
- r. Any other item directly relevant to the Provider's failure to comply with provision of services or Agreement terms.

7. COUNTY RESPONSIBILITY

- a. County will pay Provider for provision of the Services. County will pay Provider the following total annual amounts:

- i. July 1, 2026-June 30, 2027-- \$2,525,000.00 and an additional \$347,459.00.
- ii. July 1, 2027-June 30, 2028-- \$3,450,000.00.
- iii. July 1, 2028-June 30, 2029-- \$4,400,000.00.
- iv. July 1, 2029-June 30, 2030-- \$5,050,000.00.
- v. July 1, 2030-June 30, 2031-- \$5,450,000.00.

The Services Fee shall be payable monthly on approximately the 15th day of each month during the Term commencing as of June 30, 2026. The annual figure listed above shall be made in twelve equal monthly payments.

8. "AT RISK" PERFORMANCE MEASURES

- a. The Parties have agreed under this performance-based Agreement, a penalty may be imposed if certain measures are not met by Provider.
- b. The penalty for failing to meet the minimum response times and staffing compliance will be as follows:
 - i. Year 1- \$189,375 "at risk" which includes of a maximum amount of \$5,000 per quarter (\$20,000 maximum annually) for failure to meet staffing compliance if response times are also not met
 - ii. Year 2- \$258,750 "at risk" which includes of a maximum amount of \$5,000 per quarter (\$20,000 maximum annually) for failure to meet staffing compliance if response times are also not met
 - iii. Year 3- \$330,000 "at risk" which includes of a maximum amount of \$5,000 per quarter (\$20,000 maximum annually) for failure to meet staffing compliance if response times are also not met
 - iv. Year 4- \$378,750 "at risk" which includes of a maximum amount of \$5,000 per quarter (\$20,000 maximum annually) for failure to meet staffing compliance if response times are also not met
 - v. Year 5- \$408,750 "at risk" which includes of a maximum amount of \$5,000 per quarter (\$20,000 maximum annually) for failure to meet staffing compliance if response times are also not met
- c. The "at risk" component of the penalty is based on the following metric and the amount of the "at risk" is divided evenly between all four quarters:

Response Time 8:59 min or <	90%/quarter	\$0 payback
Response Time 8:59 min or >	85%/quarter	80% of applicable quarterly "at risk" payback
Response Time 8:59 min or >	80%/quarter	87% of applicable quarterly "at risk" payback

Response Time 8:59 min or >	All Other	100% of applicable quarterly “at risk” payback
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- d. If Provider fails to achieve the “at risk” component for failing to meet minimum response times for a quarter, staffing compliance penalties will be imposed if, but only if, staffing compliance is also not met. For the purposes of this Agreement, fully staffing compliance is determined by any of the 5 ALS trucks being unstaffed for one (1) full shift per month, per quarter. If Provider fails to meet the minimum response times and the minimum staffing, it shall pay the County, as a staffing compliance penalty, a penalty of \$5,000 per quarter for each quarter out of compliance, not to exceed \$20,000.00 annually, which such amount is included in the penalty amount in 8b above for each respective year. For the avoidance of doubt, staffing compliance penalties for a quarter will only be assessed if Provider also fails to meet minimum response times for that respective quarter. For emergency situations, including pandemics, state of emergency or other natural disasters, the parties will work together to determine what is reasonable compliance.
- e. If Provider is penalized during any quarter for failing to meet its staffing and/or average response times requirement, County will deduct the amount of penalty from its monthly appropriation following the quarter the penalty was incurred.
- f. Quarters mean July 1-September 30; October 1-December 31; January 1-March 31; and April 1-June 30.

9. SCHEDULE OF RATES

- a. Provider shall abide by Provider’s Schedule of Rates, identified as Exhibit H, attached and incorporated herein, and shall not charge more than the approved rates. Provider cannot increase the rates listed in Exhibit H unless it has first provided a 30-day written notice to County of its desire to increase the rates, provided reasons necessitating rate increases and obtained Board of Commissioners’ approval before implementation. Under no circumstances during the term of this Agreement shall Provider come to the Board more than annually during the contract period for any rate increase.
- b. Provider must provide an Indigent Care Program as shown on Exhibit F with reduced rates based upon financial need, full write-offs for patients with demonstrated inability to pay, zero balance billing for qualifying low-income patients and finance counseling and payment options.
- c. Provider shall respond to and not charge residents for lift and assist calls. However, Provider shall be allowed to bill applicable insurance coverage for any services lawfully provided in such cases.

10. CHANGES IN LAW

Notwithstanding any other provision of this Agreement, if the governmental agencies that administer the Medicare, Medicaid, or other Federal programs (or their representatives or agents), or any other Federal, State or local governmental or non-governmental agency, or any court or administrative tribunal passes, issues, or promulgates any law, rule, regulation, standard, interpretation, order, decision or judgment which is or are applicable to the services provided hereunder or the parties herein relating to these services, including but not limited to, those relating to any regulations pursuant to State or Federal anti-kickback or self-referral statutes, the Parties shall adhere to such changes and, unless not permitted under such changes, these changes shall not affect the parties' duties and obligations under this Agreement, except with respect to those costs which increase because of such changes.

11. NO OBLIGATION TO MAKE REFERRALS

The Parties acknowledge none of the benefits granted to the parties under this Agreement are conditioned on any requirement or expectation that the parties make referrals to, are in a position to make or influence referrals to or otherwise generate business for the other party. The parties further acknowledge neither party is restricted from referring any service to, or otherwise generating any business for, any other entity of its choosing.

12. CONFIDENTIAL INFORMATION

Neither Provider nor any of Provider's Staff shall disclose to any third party, except where permitted or required by law, any patient or medical record information regarding Service's to patients, and Provider and Provider's Staff shall comply with all federal and state laws, rules and regulations. In addition, Provider and its staff agree to only release PHI and personally identified information pursuant to federal and State law, which is limited to patient authorization or court order.

13. RELATIONSHIP

In performing its services hereunder, Provider is acting as an independent contractor and neither Provider nor Provider's staff shall be considered employees of County. The parties agree and acknowledge that, as an independent contractor, Provider retains the right to contract with and provide services to facilities and persons other than County and its residents and nothing in this Agreement shall be interpreted as limiting or restricting that right in any way except as expressly stated elsewhere in this Agreement. In no event shall this Agreement be construed as establishing an agency, partnership or joint venture or similar relationship between the parties hereto, and nothing contained herein shall be construed to authorize either party to act as agent for the other. Provider shall be solely liable for its own

debts, obligations, acts and omissions and shall be solely liable for all applicable compensation, wages, pensions, workers' compensation, insurance, and all required withholding, social security and other taxes and benefits for its staff and contracted employees. Neither Provider nor any Provider's staff shall be subject to any County policies solely applicable to County employees, or eligible for any employee benefit plan or retirement offered by County.

14. NOTICES

All notices required by either Party to the other, shall be in writing delivered (i) personally, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) by a nationally recognized overnight courier as follows:

If to County: County Manager
408 Summit Drive
Sanford, NC 27330

And with a copy to: County Attorney
408 Summit Drive
Sanford, NC 27330

If to Provider: CEO FirstHealth of the Carolinas, Inc.
P.O. Box 3000
Pinehurst, NC 28374

15. ASSIGNMENT

Neither party may assign or otherwise transfer or subcontract its rights or delegate its obligations under this Agreement without the other party's prior written consent. Any attempted such assignment, transfer or subcontract shall be null and void. The Parties agree Provider can subcontract non-emergency transport services. If Provider chooses to subcontract non-emergency transport services, Provider must receive prior written permission from County, which consent will not be unreasonably withheld, conditioned or delayed. If permission is given, Provider must ensure the Provider's agreement with subcontractor abides by the terms of this Agreement and that all subcontractors' contracts contain a provision that fully indemnifies the County.

16. WAIVER

No waiver of any breach is effective unless it is in writing and signed by the party waiving the breach. A failure by any party to insist upon the strict performance of any duty or condition of the contract or to exercise any right or remedy upon a breach does not constitute a waiver of any such breach. No written waiver shall be construed as a continuing waiver unless specified in writing.

17. CHANGE IN OWNERSHIP

Provider shall notify the County Manager in writing within ten days of any change in its ownership, control or corporate status. Prior written approval of County shall be required where ownership or control of more than ten percent of the right of control is acquired by another person, group or entity that is not the current owner. Failure of Provider to receive prior written approve shall terminate this Agreement.

18. CONFLICT OF INTEREST

Provider certifies by its signature below that it has no conflict of interest, financial incentives, current interfacility contracts or any other relationships will influence its patient destination decisions or its ability to perform under this Agreement.

19. SEVERABILITY

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, and provisions shall remain in full force and effect.

20. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, are governed by the laws of the State of North Carolina. Any actions under this agreement are subject to North Carolina law. Venue is stipulated to be in Lee County or the Middle District of North Carolina.

21. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including all exhibits, Lee County's Ordinance for the operation of ambulance services within Lee County, Provider's application for franchise, and Lee County's ordinance granting franchise to Provider contain the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all communications between the parties relating to subject matter. This Agreement may not be amended or modified except by mutual written agreement.

22. INDEMNIFICATION

Provider agrees to indemnify, defend, and hold harmless County, its agents, employees, officers, elected officials, directors, attorneys, successors, and permitted assigns against any and all losses, liabilities, damages, deficiencies, judgments, settlements, interest, awards, fines, causes of action penalties, taxes, assessments, charges, expenses, and other costs (without limitation, the County's own reasonable attorneys' and paralegals' fees, expert fees, and other litigation expenses) suffered or incurred by County arising out of or in connection with any issue arising out of or in connection with this Agreement, and for any and all suits or actions of any and every kind brought against it related to Provider's performance under this Agreement, including but not limited to, any negligent acts, omissions or errors in judgment committed by Provider, its agents or employees under this contract, any breach by Provider, any violation, negligence or failure to perform in connection with the provision of EMS services described herein under any portion of this Agreement, or any violation of federal or state statutes, Lee County ordinances, rules or regulations or common law attributable in whole or, to the extent reasonable, in part to Provider's actions or the actions of any person whom Provider may supervise or control, in any civil, criminal, administrative, arbitration, mediation, or other proceeding. Each party agrees that it will be responsible for the negligent acts, omissions or errors in judgment of its respective employees, agents, officers and directors, and for any costs, loss, damage or expense (including reasonable attorneys' fees) arising out of the negligent acts, omissions or errors in judgment committed by its agents or employees in carrying out the provisions of this Agreement.

23. NON-DISCRIMINATION IN EMPLOYMENT

Provider will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability, or any other federal prohibition. In the event Provider is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Agreement may be suspended or terminated, in whole or in part, by County. In addition, Provider may be declared ineligible for further contracts with County.

24. E-VERIFY

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Provider represents and warrants it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, Provider warrants any subcontractors used by

the Provider will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

25. IRAN DIVESTMENT

Provider certifies: (i) Provider is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the “Final Divestment List”). The Final Divestment List can be found on the State Treasurer’s website at the address <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any Agreement in violation of this Act is void.

26. DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT

Provider certifies that the Provider is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to N.C.G.S., Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer’s website at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

27. GOV OPS

Provider acknowledges by contracting with Lee County and receiving public funds, they may be subject to potential examination, evaluation and investigation, including access to buildings and documents and compelled testimony, by the Joint Legislative Commission on Governmental Operations under Section 27.10(b) of North Carolina S.L. 2023-134. Contractor acknowledges Lee County has no control over the Commission and its activities.

28. AUTHORITY

The parties acknowledge the parties signing below have full authority to enter into this Agreement on behalf of its entity, they desire to enter this Agreement, and they have read and agree to the terms with the knowledge, intent and authority to bind their respective entities to the terms of this Agreement.

29. FORCE MAJEURE

Neither of the Parties shall be liable for any loss or damage or shall be deemed to be in breach of this Agreement to the extent that its failure to perform results from, within or without the United States, (a) transportation or fuel shortages, strikes, inadequate supply or interruptions in the supply of equipment, merchandise, supplies, material or energy or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any governmental authority of competent jurisdiction, (b) compliance with any law, ruling, order, regulation, requirement or instruction of any governmental authority of competent jurisdiction (other than an order, requirement or instruction arising from a violation of law by another of the Parties), (c) acts of God, (d) war, civil unrest or terrorism, (e) pandemic or epidemic or (f)

acts or omissions of the other Party in breach of its obligations hereunder. Any delay resulting from any such cause shall extend or excuse performance, as applicable, in whole or in part, as may be reasonable, except that such cause shall not excuse payments of any sums owed at the time of the occurrence thereof and the Parties shall utilize their respective best good faith efforts to perform under this Agreement in the event of any such occurrence or circumstance. The provisions hereof shall not be limited by any provision of this Agreement pursuant to which time is of the essence.

THE PARTIES, having read and understood the terms of the Agreement and having full authority to enter binding agreements, hereby execute this Agreement on behalf of their respective entities.

LEE COUNTY

Chair, Board of Commissioners

Date

ATTEST:

Hailey Hall, Clerk to the Board

This document is in compliance with North Carolina's budget and Fiscal Control Act.

Jen Waterhouse, Lee County Chief Financial Officer

PROVIDER:

FirstHealth of the Carolinas, Inc.
Title: President

Date

ATTEST:

Secretary

Exhibit A

Chapter 10 Emergency Services Ordinance

Exhibit B

Provider's Application for Franchise

Exhibit C

Presentation of Provider Given to Lee County's Ambulance Advisory Committee

Exhibit D

**Provider's Responses to Questions Asked by Lee County's Ambulance Advisory
Committee**

Exhibit E

Provider's Presentation to Board of Commissioners

Exhibit F

Provider's Indigent Care Program

Exhibit G

Provider's National Background Check Attestation

I, _____, appearing before the undersigned notary, in my capacity as _____ for FirstHealth of the Carolinas, Inc. and being duly sworn, attests that FirstHealth of the Carolinas, Inc. has and will only assign employees to work under this Agreement that [passed a national background search through a National Criminal Database with Alias and passed a NC statewide search through nccourts.gov](#)

I attest FirstHealth of the Carolinas, Inc. will not allow any employee to work under this Agreement who has failed to either complete or pass the national background check or a North Carolina background check

Affiant

Sworn to and subscribed before me this the _____ day of _____, _____.

Official Signature of Notary

_____, Notary Public

Notary's printed or typed name

My commission expires: _____

Exhibit H

Provider's Schedule of Rates

Description	Charges
BLS	\$824.80
BLS Emergency	\$1,032.19
ALS	\$1,080.45
ALS Emergency	\$1,113.62
ALS 2	\$2,117.68
SCT	\$2,404.80
Ground Mileage Rate Per Mile	\$21.67/mile
ALS Treat, No Transport	\$262.08
BLS Treat, No Transport	\$0
Special Event Coverage	\$185.00/hour



ITEM #: VII.A

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: June 1, 2026

SUBJECT: Presentation of Lee County Fire Advisory Board Budget Recommendations for FY 26-27

DEPARTMENT: Fire Marshal

CONTACT PERSON: Aaron Bullard,

TYPE: Information

REQUEST	Consider FY 26-27 fire department budget recommendations from the Lee County Fire Advisory Board.Â
BUDGET IMPACT	See enclosed worksheet for a summary of each department's budget request for FY 26-27 and associated district tax rate based on the recommended budgets.
ATTACHMENTS	Lee Fire Recommendation 2026-2027 - Approved 5-20-26.pdf 2026-2027 Fire District Budget Spreadsheet
PRIOR BOARD ACTION	See FY 25-26 budget approvals.
RECOMMENDATION	Consider FY 26-27 fire department budget recommendations from the Lee County Fire Advisory Board.
SUMMARY	

The Lee County Fire Advisory Board has reviewed the proposed budgets submitted by each of the fire departments including Pocket, Carolina Trace, Lemon Springs, Northview, Cape Fear (includes Clearwater area), Deep River, and Tramway. Fire Advisory Board Chairman John Rzycki will present the recommendations to the Board of Commissioners at the regular meeting on June 1, 2026. Attached is a letter approved by the Fire Advisory Board summarizing the budget process and recommendations. A public hearing on the proposed budgets and rate impacts will be held at the June 15th Board of Commissioners meeting.



June 1st, 2026

Lee County Board of Commissioners
Lee County Government Center
Sanford, North Carolina 27330

Dear Chairman:

Budget requests from the seven fire departments contracted to provide services to Lee County were due by March 27th and were submitted to the Fire Advisory Board to begin review on April 1, 2026. Tax base projections were later received by County staff and incorporated to calculate the tax rate impact on each fire district based on the submitted budgets as presented. Six of the seven fire districts have projected tax rate increases ranging from \$0.011 to \$0.032, bringing the projected range in fire district tax rates to \$0.107 to \$0.182. During the review process, County staff requested that the fire advisory board and fire departments take another look at the budgets to see if there were any modifications that could be made to minimize the tax impact ahead of next year's revaluation process. All seven departments responded, of which two (Carolina Trace and Northview) were able to make reductions, and the remaining departments responded that they were unable to make any meaningful reductions without an impact to operations or critically impacting capital planning that is already in progress. The biggest drivers on the increased expenses included salaries for added positions or increased rate of pay, a change in provider and compliance for physicals, and station expansion for 24-hour service coverage (Cape Fear, Lemon Springs, Pocket, Tramway). Based on the discussion and feedback received, the Fire Advisory Board is proceeding with recommending the fire department budgets as currently represented, however the departments were advised to provide representation at the June 1st Board of Commissioners' meeting to answer any questions from the Board of Commissioners.

Tramway Fire Department

The Tramway Fire Department is requesting a budget of \$1,073,581 for the 26/27 budget year. This is an increase in their budget of \$237,480 or 28.4 %. Utilizing \$14,000 of their remaining fund balance and the projected tax base, this would increase their fire tax rate to 13.7¢. This is an increase of 3¢ from the previous year. Primary areas of budget growth include salaries and benefits, which include a 10% increase for three full-time employees. Other notable impacts include continued payment on fire apparatus, capital purchases including planning for replacement of Tanker 27, setting aside funds for the financing for station expansion which is subject to sewer expansion to the area, and inflationary impacts.

Deep River Fire Department

The Deep River Fire Department has requested a budget of \$648,237.57 for the 26/27 budget year. This is an increase of \$120,463 or 3.3%. The Deep River Fire District is utilizing \$40,000 of their fund balance and the increase in base, keeping their fire tax rate at 10.8¢. The primary areas of budget growth for Deep River include salary and benefit increases, replacing VHF pagers with 800 MHZ pagers, and saving for a down payment for an apparatus replacement.

Cape Fear Fire Department

The Cape Fear Fire Department has requested a budget of \$1,043,974 for the 26/27 Budget year. This budget request shows an increase of \$120,463.00 or 13.04%. Utilizing \$67,000 of the available fund balance, the projected fire tax for Cape Fear Fire District and Clearwater Fire District will increase to 15.6¢. This is an increase of 1.2¢ from the previous budget year. Primary areas of budget growth include increases in salaries to hire additional personnel and cover increases, remodel and upgrades for Station 1 for 24-hour staffing, planning for replacement of Engine 56, and increased costs due to inflationary impacts.

Northview Fire Department

Northview Fire Department had requested a budget of \$1,309,107 for the 26/27 budget year and based on advisement from County staff to review and determine if any reductions could reasonably be made, a revised budget of \$1,269,163 was submitted. This is an increase of \$26,438 or 2.1%. Utilizing \$7,000 of their remaining fund balance, the projected tax base, their projected tax rate will increase to 10.4¢. This is an increase of 1¢ from the previous budget year. Primary areas of budget growth include salary increases, funds toward the replacement of a 1988 Pierce Dash Pumper Tanker, and inflationary impacts.

Lemon Springs Fire Department

The Lemon Springs Fire Department has requested \$879,300 for the 26/27 budget year. This is an increase of \$212,000 or 31.8%. With utilizing the department's projected fund balance of \$38,000, the growth in tax base, and their requested budget, the tax rate for Lemon Springs Fire District would increase to 13.8¢ from last year's 10.3¢. Primary areas of budget growth include an increase in salary and benefits for increased daily hours of coverage, addition of cost for OSHA physicals, funds for a building renovation for 24-hour staffing, VHF pager replacement to upgrade to 800 paging, replacement of air packs, funds toward the replacement of an existing equipment truck, and inflationary impacts.

Carolina Trace Fire Department

The Carolina Trace Fire Department is requesting \$1,086,581.20 for the 26/27 budget year and based on advisement from County staff to review and determine if any reductions could reasonably be made, a revised budget of \$1,042,156.20 was submitted. This is an increase of \$102,968 or 11% increase in their budget. With the increase in the tax base, along with the use of the \$11,000 in fund balance, their tax rate will increase to 15.4¢. This is a difference of 1.3¢ in last year's rate of 14.1¢. Primary areas of budget growth include salary and benefit increases, maintenance coverage, the replacement of old cameras, and increased costs related to inflation.

Pocket Fire Department

The Pocket Fire Department is requesting a budget of \$563,408 for the 26/27 budget year. This is an increase of \$70,000.37 or 14.2%. With the growth in the tax base and using \$8,000 from their fund balance, the projected tax rate will increase to 18.2¢. This is a 3.2¢ increase from last year's budget. Primary areas of budget growth include salary increases, the addition of costs related to physicals, replacement of VHF pagers with 800 pagers, apparatus replacement, and increased costs related to inflation.

Summary

The Lee County Fire Advisory Board would like to take this opportunity to thank the fire departments for their efforts and their continued service to the citizens of Lee County, as well as the Commissioners for making sure the Fire Departments have the necessary tools to do so.

Thank You,



John Rzycki, Chair
Lee County Fire Advisory Board

Attached: FY 2026/2027 Fire Department Spreadsheet

LEE COUNTY FIRE DEPARTMENTS

Notes:

FY 2026 / 2027 Budget Worsheet

To begin the budget process, include Clearwater information with Cape Fear. We can split the amounts later.

Department	CFFD-Cape Fear	CTFD-Carolina Trace	DRFD-Deep River	LSFD-Lemon Springs	NVFD- North View	PFD-Pocket	TFD-Tramway
Budget Request	\$1,043,974.00	\$1,086,581.20	\$648,237.57	\$879,300.00	\$1,309,107.00	\$563,408.00	\$1,073,581.00
Adjustments	\$0.00	-\$44,425.00	\$0.00	\$0.00	-\$39,944.00	\$0.00	\$0.00
Revised Budget	\$1,043,974.00	\$1,042,156.20	\$648,237.57	\$879,300.00	\$1,269,163.00	\$563,408.00	\$1,073,581.00
Viper Radio Debt Service		\$25,305.00	\$17,304.00	\$16,275.00		\$19,237.00	
Fire Marshal's	\$73,055.00	\$77,917.00	\$69,634.00	\$73,797.00	\$144,024.00	\$36,599.00	\$90,985.00
Collection Fee	\$2,400.00	\$1,700.00	\$1,200.00	\$1,700.00	\$1,000.00	\$1,500.00	\$1,800.00
Revenue		\$29,040.00			\$26,400.00		
Total Budget	\$1,119,429.00	\$1,118,038.20	\$736,375.57	\$971,072.00	\$1,387,787.00	\$620,744.00	\$1,166,366.00
Fund Balance Used	\$67,000.00	\$11,000.00	\$40,000.00	\$38,000.00	\$7,000.00	\$8,000.00	\$14,000.00
Budget Required	\$1,052,429.00	\$1,107,038.20	\$696,375.57	\$933,072.00	\$1,380,787.00	\$612,744.00	\$1,152,366.00
Tax Base	\$677,134,000.00	\$722,202,000.00	\$650,430,000.00	\$684,014,000.00	\$1,329,941,000.00	\$339,230,000.00	\$843,332,000.00
Collection Rate	99.55%	99.76%	99.48%	98.92%	99.83%	99.07%	99.44%
Tax Base	\$674,086,897.00	\$720,468,715.20	\$647,047,764.00	\$676,626,648.80	\$1,327,680,100.30	\$336,075,161.00	\$838,609,340.80
	\$6,740,868.97	\$7,204,687.15	\$6,470,477.64	\$6,766,266.49	\$13,276,801.00	\$3,360,751.61	\$8,386,093.41
	\$1,052,429.00	\$1,107,038.20	\$696,375.57	\$933,072.00	\$1,380,787.00	\$612,744.00	\$1,152,366.00
Projected 26/27 Rate	\$0.156	\$0.154	\$0.108	\$0.138	\$0.104	\$0.182	\$0.137
Current Rate	\$0.144	\$0.141	\$0.108	\$0.103	\$0.094	\$0.150	\$0.107
Rate Difference	\$0.012	\$0.013	(\$0.000)	\$0.035	\$0.010	\$0.032	\$0.030

Department	CFFD-Cape Fear	CTFD-Carolina Trace	DRFD-Deep River	LSFD-Lemon Springs	NVFD- North View	PFD-Pocket	TFD-Tramway
Penny over (\$0.01) prior year's budget							
Preferred FY27 Rate-brought to a penny	\$0.154	\$0.151		\$0.113	\$0.104	\$0.160	\$0.117
Total Budget to support	1,038,093.82	1,087,907.76		764,588.11	1,380,787.30	537,720.26	981,172.93
Budget to cut	-\$14,335.18	-\$19,130.44		-\$168,483.89	\$0.30	-\$75,023.74	-\$171,193.07

Current Rate							
Preferred FY27 Rate-maintain current	0.144	0.141		0.103	0.094	0.15	0.107
Total Budget to support	\$970,685.13	\$1,015,860.89		\$696,925.45	\$1,248,019.29	\$504,112.74	\$897,311.99
Budget to cut	-\$81,743.87	-\$91,177.31		-\$236,146.55	-\$132,767.71	-\$108,631.26	-\$255,054.01