LEE COUNTY BOARD OF COMMISSIONERS
DENNIS WICKER CIVIC CENTER
1801 NASH STREET
SANFORD, NC 27330

Monday, February 17, 2025
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 Minutes from the January 27, 2025 Special Called Meeting

II.B Minutes from the January 31, 2025 Board Retreat

II.C Minutes from the February 3, 2025 Regular Meeting

II.D Carolina Pool Management Service 2025 Fee Proposal - Horton Pool

II.E Carolina Pool Management Service 2025 Fee Proposal - OT Sloan

II.F E-Rate Letter of Agency

II.G Refund and Release Report for January 2025

II.H Budget Amendment 02/17/25/13

II.I Board of Equalization and Review Appointments

II.J Automatic Door Swing Replacements at the Lee County Enrichment Center - Sole Source Approval

II.K Cooling Coil Replacement for Rooftop HVAC Unit at the Daymark Building - Sole Source Approval

II.L Rescind the Resolution Approving a Brand Specific Chiller for the Lee County Courthouse Chiller Replacement Project

II.M ADD ON - CDBG Neighborhood Revitalization Grant and Project Ordinance

III. PUBLIC HEARINGS *PUBLIC HEARINGS*

III.A Zoning Map Amendment (Rezoning) Request

III.B Public Hearing on the Lee County Agricultural Development and Farmland Preservation Ordinance

IV. PUBLIC COMMENTS

V. OLD BUSINESS

VI. NEW BUSINESS

VI.A Proposed Conservation Easement Policy and Establishment and Funding of an Agricultural Development and Farmland Preservation Program Fund

VII. MANAGERS' REPORTS

VII.A Monthly Financial Reports

VII.B County Manager's Monthly Report

VIII. COMMISSIONERS' COMMENTS

ADJOURN

ITEM #: II.A

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: February 17, 2025

SUBJECT: Minutes from the January 27, 2025 Special Called Meeting

DEPARTMENT: Administration

CONTACT PERSON: Hailey Hall,

TYPE: Consent Agenda

REQUEST	Approve theÂ Minutes from the January 27, 2025 Special Called Meeting.
BUDGET IMPACT	N/A
ATTACHMENTS	BOC Regular Meeting Minutes_1-27-25_final.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Minutes from the January 27, 2025 Special Called Meeting.

SUMMARY

A draft of the minutes from the January 27, 2025 special called meeting 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
DENNIS WICKER CIVIC CENTER
1801 NASH STREET
SANFORD, NC 27330

January 27, 2025

Special Called Meeting

MINUTES

Roll Call
Present: Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck (arrived 6:07 p.m.), Samantha Martin

I. CALL TO ORDER
Chairman Kirk Smith called the Special Called meeting to order at 6:00 p.m., provided an invocation, and led the Board in the Pledge of Allegiance.

II. CONSENT AGENDA

Motion: Motion to approve the Agenda.
Mover: Cameron Sharpe
For: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Samantha Martin
Absent: 1 - Taylor Vorbeck
Motion Result: Passed

Motion: Motion to approve the Consent Agenda.
Mover: Robert Reives
For: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Samantha Martin
Absent: 1 - Taylor Vorbeck
Motion Result: Passed

Minutes from the January 6, 2025 Regular Meeting
BOC Regular Meeting Minutes_1-6-25_final.pdf

Minutes from the January 10, 2025 Board Retreat

BOC Retreat Minutes_1-10-25_final.pdf

Sanford Treatment Center Contract
STC_Contract_2025.pdf

Approval of NC Grounds Maintenance Equip 2210B (PG 2Y CG 22) for Maintenance Equipment at LCAP
Lee Co P&R - Package Revised 11.21.24.pdf

Budget Amendment #01/22/25/10
Budget Amendment Packet 01-22-25-10.pdf

Refund and Release Report for December 2024
Gen Statute 105.pdf
RELEASE CODES SPREADSHEET.pdf
December 2024 Real Property Abatement Report.pdf
December 2024 Personal Property Abatement Report.pdf

Letter of Support to the Legislative Delegation for the Town of Broadway Sewer Line Extension
LCG Letter of Support for the Town of Broadway_1-22-25_Burgin.pdf
LCG Letter of Support for the Town of Broadway_1-22-25_Sauls.pdf

Letter to the Legislative Leadership in Support of a Pay Increase for Public School Certified and Non-Certified Staff
LCG Letter of Support for increased funding for LCS_1-22-25_Berger.pdf
LCG Letter of Support for increased funding for LCS_1-22-25_Batch.pdf
LCG Letter of Support for increased funding for LCS_1-22-25_Hall.pdf LCG Letter of Support for increased funding for LCS_1-22-25_Reives II.pdf

III. BUSINESS AGENDA

Proclamation Recognizing Black History Month
Chairman Smith read aloud a proclamation recognizing Black History Month in Lee County.
Proclamation - Black History Month_2025.pdf
Motion: Motion to approve the Proclamation Recognizing Black History Month.
Mover: Samantha Martin
For: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Samantha Martin
Absent: 1 - Taylor Vorbeck
Motion Result: Passed

Request from Lee County Board of Education for Funding for the Demolition of Jonesboro Elementary
County Manager Lisa Minter said the Lee County Board of Education originally requested $600,000.00 for the demolition of the Jonesboro Elementary School site in their FY 23-24

budget request. The manager's recommended budget included the $600,00000; however, the Board of Commissioners removed the funds from the FY 23-24 budget because the insurance claim was pending. The Board of Education received $12,385.00 in insurance proceeds, and the Board of Education is now requesting $496,635.00 for the removal of asbestos and the demolition of Jonesboro Elementary School. Ms. Minter said that because the school district wasn't rebuilding on the Jonesboro site, they received less insurance money.

Commissioner Taylor Vorbeck arrived at 6:07 p.m.

Jonesboro Demolition request.pdf
BA 01-22-2025-11.pdf

Motion: Motion to approve the request from the Lee County Board of Education for funding for the demolition of Jonesboro Elementary School site and to approve the accompanying budget amendment.
Mover: Samantha Martin
For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Motion Result: Passed

Request from Lee County Board of Education for funding in the amount of $271,625.35 for the demolition of Lee County High School Visitor Side Bleachers and the Replacement of the Concrete Pad
County Manager Lisa Minter said the Lee County Board of Education also requested funding in the amount of $271,625.35 for the demolition of the Lee County High School Stadium visitor side bleachers and the replacement of the concrete pad after the school district discovered and repaired structural issues to the home side of the stadium. The Board of Education has approved contracts for the demolition of the stands and the replacement of the concrete pad, which total the $271,625.34. The request specifically includes $368,500.00 for new 900-seat capacity bleachers in their FY 25-26 capital budget request. A note was also made that the Board of Education has provided a list of current capital items that would have to be delayed if the Commissioners do not approve the funding. School Board Vice Chair Alan Rummel said the concrete pad is large enough to hold bleachers with an 1,800-seat capacity; however, the Board of Education is only considering 900-seat capacity now due to costs. Mr. Rummel believes the LCHS visitor side originally had around 1,800 seats. There will be a secondary request to the Commissioners to purchase the remaining 900 seats. Commissioner Samantha Martin asked if money was already spent on the list of deferred projects. Money was allocated to those projects, but not yet spent, and therefore could be reallocated.
LCHS visitor stands.pdf
BA 01-22-2025-12.pdf

Motion: motion to approve request and to approve the accompanying budget amendment.
Mover: Cameron Sharpe
For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Motion Result: Passed

MANAGERS REPORTS

October 2024 Sales Tax and the December 2024 Monthly Financial Report
Finance Director Candace Iceman provided both the October 2024 sales tax and December 2024 monthly financial reports.
October 2024 sales tax reports.pdf
December 2024 Monthly Financial report.pdf

County Manager's Monthly Report
County Manager Lisa Minter provided her monthly report for January 2025, a copy of which is attached and incorporated into these minutes. Commissioner Robert Reives asked if the Board of Education would ask for another $600,000.00 for the additional 900 seats. School Board Vice Chair Alan Rummel said the request would only be for another set of bleachers at a cost of $368,500.00.
County Managers Report - 01-22-2025.pdf
CHSAB Minutes 11-20-2024.pdf
Library_2024_December_Library_Director_Report.pdf
PERMIT ISSUANCE REPORT- DECEMBER 2024.pdf
Tax_Monthly Managers Report December 2024.pdf
TRC Agenda_January 2025.pdf

ADJOURNMENT
Motion: Motion to adjourn. The Board adjourned at 6:25 p.m.
Mover: Dr. Andre Knecht
For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Motion Result: Passed

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Kirk D. Smith, Chairman
Lee County Board of Commissioners

ATTEST:

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Hailey Hall, Clerk to the Board

ITEM #: II.B

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: February 17, 2025

SUBJECT: Minutes from the January 31, 2025 Board Retreat

DEPARTMENT: Administration

CONTACT PERSON: Hailey Hall,

TYPE: Consent Agenda

REQUEST	Approve theÂ Minutes from the January 31, 2025 Board Retreat.
BUDGET IMPACT	N/A
ATTACHMENTS	BOC Retreat Minutes_1-31-25_final.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Minutes from the January 31, 2025 Board Retreat.

SUMMARY

A draft of the minutes from the January 31, 2025 Board Retreat 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
BOARD RETREAT
SAN-LEE PARK NATURE CENTER
760 PUMPING STATION ROAD
SANFORD, NC 27330

January 31, 2025

MINUTES

Roll Call
Present: Dr. Andre Knecht, Robert Reives (arrived at 9:23 a.m.), Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin

BREAKFAST - 8:30AM

CALL TO ORDER - 9:00AM
Chairman Kirk Smith called the meeting to order at 9:00 a.m.

I. FINANCIAL POLICY OVERVIEW - 9:15AM

I.A Lee County Financial Policies

County Manager Lisa Minter gave an overview of Lee County's financial policies, a copy of which is attached and incorporated into these minutes.
financial_policies.pdf

II. DEBT/CAPITAL PLANNING DISCUSSION - 9:30AM

County Manager Lisa Minter and introduced Senior Vice President Mitch Brigulio from Davenport & Company LLC to review the County's current debt position. Mr. Brigulio said the County has a AA2 rating which is the second highest credit rating. The County has debt of $90 million dollars in Limited Obligation Bonds and $40 million dollars in General Obligation Bonds, which includes the current Athletic Park and Library projects. For a new project such as an elementary school or jail facility, the timing of the debt is crucial. County Budget & Management Analyst Ben McQueary presented the preliminary Capital Improvements Plan (CIP) and advised the Board that the numbers are now being adjusted for inflation and departments must consider the total long-term operating costs associated with projects when making requests. A copy of both presentations are attached and incorporated into these minutes.

Commissioner Robert Reives arrived at 9:23 a.m.

Chairman Smith called for a break at 9:47 a.m. for five minutes.

Ms. Minter reiterated that the presented CIP is a first draft to allow Davenport to consider some preliminary numbers, but it is not her officially recommended CIP and it can be changed. Staff will look into potential grant opportunities for the emergency services projects requested, as well as what would be impacted if the project is pushed out beyond the requested fiscal year. Commissioner Reives asked for more detailed information on the education projects. Commissioner Taylor Vorbeck asked for a maintenance schedule for County facilities. Ms. Minter noted that the County's residential growth does not pay for itself, which is why the County needs to push industrial growth in order to cover expenses. She said it is not possible to do an elementary school or the jail without seeing a tax impact, but there are things we can do ahead of time to help offset it, such as putting 3 pennies on the tax base towards debt service. The Board needs to look to the future needs and plan for them now; however, if the Board is not willing to increase taxes, the County cannot fund the CIP. Commissioner Samantha Martin asked how much debt the County could take on without a tax increase. Davenport can run those numbers.

Chairman Smith called for a break at 11:18 a.m. for 10 minutes.

BREAK - 10:45AM

III. FY 2026 BUDGET OUTLOOK - 11:00AM

County Manager Lisa Minter presented the FY 2026 budget outlook and beyond. A copy of her presentation is attached and incorporated into these minutes. Staff is searching for grant funding for some of the requested positions.

Chairman Smith called for a break at 11:47 a.m. for five minutes.

Ms. Minter advised that the County currently exceeds its responsibilities for mandated funding for schools. Lee County is the 19th highest in teacher supplement pay. School employees are state employees who are not on the County payroll. The County gives funding for the school but the School Board determines its distribution and the Commissioners cannot restrict the use of the funding by trying to designate it. The Board of Commissioners control lies in how to fund the school district, which could be based on population, per pupil, inflation, etc. The Commissioners must determine where we want to be in the future, and Ms. Minter can use that guidance to create a plan based on the County's financial policies. Ms. Minter said the Commissioners need to define an amount to go to the school district, but that it can't dictate what the funding can go towards. Commissioner Vorbeck advised that she would be willing to attend a joint meeting with the Board of Education. Commissioners Cameron Sharpe, Mark Lovick, Samantha Martin, and Andre Knecht felt the County should fund what it truly owes the school district. Commissioner Lovick noted that he wanted to do so without raising taxes and that everyone needs to assess needs versus wants. Commissioner Martin is in support of a joint meeting and wants to determine the salaries being funded with County funds and

does not want to raise taxes. Commissioner Reives would like both boards to stop giving the appearance of bickering and to see the representatives determine what we need to do for the schools. Chairman Smith supports a full board on board meeting, with key staff setting an agenda and then move toward a five-on-five committee. He noted that the County only has a limited number of resources and continues to advocate to the state legislators for additional funding for the school district. The Board gave consensus to direct staff to work towards scheduling a joint meeting between the Boards on a Friday.

LUNCH - 12:15PM

IV. MICROTRANSIT - 12:45PM

IV.A Microtransit

Assistant County Manager of Governmental Support Angelina Noel and Mobility Manager Debbie Davidson presented a proposal for microtranist in Lee County. A copy of their presentation is attached and incorporated into these minutes. The City of Sanford received a Mobility for Everyone Everywhere (MEE) grant to fund a 3-year pilot microtransit program. The State has indicated that the County of Lee Transit System (COLTS) should be a third-party provider as the County cannot support two transit programs. The microtransit system would use 3 new vans to access a set route within the City limits to businesses and retail stores. Riders can schedule and pay by an app or by calling in. Currently, COLTS is mostly covered from state and federal funding, with limited funding from the County. The microtransit system will tie into the existing COLTS program and allow more transportation options for residents. It is proposed that COLTS be established as its own department housed under Ms. Noel. Further logistics and contracts are in process, including an MOU with the City. Opioid settlement, re-entry, Medicaid, and Medicare funds could cover fares. The microtransit system will look different from COLTS and have a separate name with its own logo but will include a COLTS decal for affiliation. The transportation zone is primarily east of U.S. 1 and includes about 50% of the City limits, as well as certain employers and Raleigh Exec Airport outside of the zone.

Sanford_Microtransit.pdf

V. BRINGING IT ALL TOGETHER - 1:15PM

Chairman Smith called for a break at 1:06 p.m. for 10 minutes.

North Carolina Association of County Commissioners (NCACC) staff Amy Cannon and Johnna Sharpe facilitated a discussion on the Board goals from the January 10, 2025 Board Retreat to determine the Board's top budget priorities to guide staff in developing the FY 2026 budget. Ms. Cannon and Ms. Sharpe asked the Commissioners to identify which are the top five priorities with a tally mark.

The results were as follows:

Economic Strength
- Goal 1: Optimize the balance between industrial, commercial, and residential development to maximize the tax base and minimize the tax rate. (6)
- Goal 2: Support workforce development in the community.
- Goal 3: Review and update Plan SanLee. (3)
- Goal 4: Cultivate an environment that attracts opportunities and economic enhancement.

Healthy and Safe Community
- Goal 1: Offer, communicate, and promote initiatives that contribute to a healthy and safe community. (6)
- Goal 2: Encourage emergency preparedness.
- Goal 3: Improve community wellness through physical and behavioral health programs.

Lifelong Learning
- Goal 1: Prioritize community education.
- Goal 2: Develop a predictable and impactful funding strategy for public schools. (6)

Active and Vibrant Living
- Goal 1: Provide engaging environment and programs that foster diverse, cultural, and recreational opportunities. (2)
- Goal 2: Offer, support and promote opportunities connecting local talent to the community. (2)
- Goal 3: Engage the community through cultural and heritage programming.

Operational Excellence
- Goal 1: Hire and retain employees committed to public service. (3)
- Goal 2: Maintain fiscal strength. (2)
- Goal 3: Create and maintain a culture where decisions are informed by data (performance measurement).
- Goal 4: Increasing communications and public awareness of what the County offers and amongst the elected boards and committees. (5)

VI. WRAP UP - 2:15PM

County Manager Lisa Minter asked for the Board's feedback on the retreat schedule. The two sessions worked out well and allowed staff time to work on items in between the sessions to present today. Commissioner Sharpe asked if the retreats could be scheduled outside of regular business hours if possible. The NCACC has researched the recent executive orders to freeze federal funding and believes North Carolina shouldn't be tremendously impacted by any federal freezes, should that occur. Staff will continue to monitor this. Most of the County's funding comes through the state, but some of our grants do have federal pieces that will hopefully not be impacted.

ADJOURN

Motion: Motion to adjourn. The Board adjourned at 1:40 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

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Kirk Smith, Chairman
Lee County Board of Commissioners

ATTEST:

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Hailey Hall, Clerk to the Board

ITEM #: II.C

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: February 17, 2025

SUBJECT: Minutes from the February 3, 2025 Regular Meeting

DEPARTMENT: Administration

CONTACT PERSON: Hailey Hall,

TYPE: Consent Agenda

REQUEST	Approve theÂ Minutes from the February 3, 2025 Regular Meeting.
BUDGET IMPACT	N/A
ATTACHMENTS	BOC Regular Meeting Minutes_2-3-25_final.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Minutes from the February 3, 2025 Regular Meeting.

SUMMARY

A draft of the minutes from the February 3, 2025 regular meeting 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

February 3, 2025

MINUTES

Roll Call
Present: Dr. Andre Knecht (arrived at 6:10 p.m.), Robert Reives, 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.

INVOCATION
Commissioner Mark Lovick provided an invocation.

PLEDGE OF ALLEGIANCE
Cub Scout Pack 942 - Webelos led the Board in the Pledge of Allegiance.

I. INTRODUCTION OF CUB SCOUT PACK 942 - WEBELOS
Cub Scout Pack 942 - Webelos introduced themselves to the Board and stayed for the meeting.

II. ADDITIONAL AGENDA
Motion: Motion to approve the Agenda.
Mover: Taylor Vorbeck
For: 6 - Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Absent: 1 - Dr. Andre Knecht
Motion Result: Passed

III. APPROVAL OF CONSENT AGENDA

Motion: Motion to approve the Consent Agenda.
Mover: Cameron Sharpe
For: 6 - Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Absent: 1 - Dr. Andre Knecht
Motion Result: Passed

III.A Tax Lien Advertisement for Delinquent 2024 Real Property Taxes
GS_105-369.pdf

III.B Lee County Jail/Courthouse Waste Pipe Replacement
Contract_Hare Plumbing Inc.pdf
2025.01.24 - Lee County Jail-Courthouse Waste Pipe Replacement - Certified Bid Tab.pdf
2025.01.24 - Lee County Jail-Courthouse Waste Pipe Replacement - Bid Recommendation.pdf

III.C Lee County Athletic Park - Security and Access Control Proposal
Sole Source Form_Security LCAP.pdf
ParksRecCompl.pdf
AccessPRComplex.pdf

III.D Resolution Declaring Burgess Circle, PIN 9682-53-5063 Surplus and Authorize the Sale of Property
Burgess Property Initial Resolution 5063.pdf
map.jpg

III.E Resolution Declaring 0 Burgess Circle, PIN 9682-53-4164 Surplus and Authorize the Sale
Initial Resolution Burgess Circle 4164.pdf
Map.png

III.F Approve Resolution Authorizing the County Manager Approval of Change Orders for the Library Project
Resolution Authorizing CM to Approve Change Orders Library.pdf

III.G Resolution designating Plat Review Officers to review and certify Maps and Plats for Lee County, North Carolina
RESOLUTION_DESIGNATING_PLAT_REVIEW_OFFICERS_2025-2-3.pdf
Plat Review Certificate_Victoria Day.pdf

III.H Approval of Grant Funded Watercraft from Precision Marine

IV. PUBLIC COMMENTS

- Mike Sawaya, 299 Raccoon Court (LCS teacher retention)

V. OLD BUSINESS

V.A Lee County Opioid Settlement Funds Strategic Plan Update

Assistant County Manager of Governmental Support Angelina Noel introduced the County's current Lead for NC Fellow Emma Bach to provide an update on the opioid strategic plan. A copy of the presentation is attached and incorporated into these minutes. The proposed change regarding adding an action step for exploring and supporting transitional housing stems from it continuously being identified as a need, and there is no transitional housing currently in Lee County. Adding this action step would allow staff to look into this, but we are at the very beginning of doing so. The idea behind generalizing language regarding hiring a peer support specialist would allow the County more options, such as to hire directly or to contract for that service. Re-entry wasn't initially in the plan, so language needed to be added to include it. The Sheriff had originally requested support for a specific certification for our School Resource Officers (SROs) and he would now like to broaden the language so other certifications and grants could be pursued. Commissioner Robert Reives asked what the annual payouts over the 18-year period would be and Ms. Noel advised that it will be $7.8 million dollars over an 18-year period. In 2023, the County received $550,000; $1.2 million in 2024; and $650,000 in this fiscal year. In the last year of payouts, year 18 or 2033, it will only be $390,000, so it will decrease over time. As far as regional efforts go, staff is pursuing a recovery court with Harnett County. We have not allocated any funding for this and are just starting to pursue it.

Updates to Opioid Settlement Funds Presentation.pdf

REVISIONS of Opioid Settlement Funds Strategic Plan.pdf

Motion: Motion to approve the recommended changes to the Lee County Opioid Settlement Funds Strategic Plan 2024-2028.

Mover: Cameron Sharpe

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

Motion Result: Passed

V.B Project Update - Lee County Athletic Park

Development Services Director Brandon Key presented an update regarding the progress of the Lee County Athletic Park. A copy of his presentation is attached and incorporated into these minutes. The anticipated date for use of the fields would be sometime in August 2025. The synthetic turfs could be used right away; however, the natural fields take about three months after sod is laid to be ready for use. Commissioner Reives asked staff to find out who the sod company is. Parks and Recreation Director Joseph Keel said his department has already begun advertising to families that 10U and 12U softball will be moved to the athletic park in spring of 2026. The 10U and 12U terms refer to those who are 10 and under, or 12 and under, respectively.

LCAthleticPark-Q1_25 BOC Update.pdf

V.C Revised Utility Easement Request from DR Horton

Due to technical difficulties with the projector and the need to show presentations, this item was moved to the beginning of Old Business.

Assistant County Manager of Operational Services Jennifer Gamble presented the revised Utility Easement request from D.R. Horton for an easement that runs on the Athletic Park property. The Board previously approved the original easement documents to Duke Energy and Central Electric Membership Corporation and the purchase agreement with DR Horton in October 2024. However, after approval, Duke Energy had some conflicts with the language in the documents, which staff has worked to address. Ms. Gamble received an email from Duke today to assure the County that unless there was an emergency, no storage or traffic would be routed through the park and if that does occur, they would pay for any damages. Staff is requesting the Board to approve the revised Utility Easement with the updated language.

Commissioner Andre Knecht arrived at 6:10 p.m.

WO 53514025-150 Revised 0115 Lee County Easement.pdf
CEMC - Utility Easement - Final.pdf
Exhibit A
20240214 Ashby Village Sports Complex Exhibit.pdf
WO44924673_Final_Construction_PDF__6__for_signature.pdf
DR Horton Purchase Agreement - Final.pdf

Motion: Motion to approve the revised purchase agreement and utility easements to Duke Energy and Central Electric Membership Corporation on behalf of D.R. Horton for the relocation of electric utility lines to a portion of the property located at the Lee County Athletic Park and authorize the Chairman to execute the updated purchase agreement, easement documents and work plan, after notification to the Deed of Trustee.
Mover: Mark Lovick
For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Motion Result: Passed

V.D Project Update - New Lee County Library

Development Services Director Brandon Key presented an update regarding the new Lee County Library. A copy of his presentation is attached and incorporated into these minutes. The security gates read inventory items and will be stationed at the entrances. There is no outdoor perimeter fencing planned for the new library but there will be a security camera system installed.
LCLibrary-Q1_25 BOC Update.pdf

V.E 2025-2026 LSTA Grant Application for Lee County Libraries RFID Collection Upgrade and Library Project Update

Lee County Library Services Director Beth List introduced Assistant Director Christopher Luettger who presented a grant application request. A copy of the

presentation is attached and incorporated into these minutes. The grant would be for 120,000 RFID tags, gates, scanners, and equipment to allow easy checkout, self-checkout, and better tracking of all items at the new Library. The grant requires a 25% local match which, using the highest figures for budgeting, would be $23,281.83. The Library has budgeted $22,500.00 already for this project.

25-26 RFID Application Instructions.pdf

Lee County Library LSTA Grant Application form 25-26.pdf

Lee County Library LSTA Grant Budget 25-26.pdf

Lee County Library LSTA Grant Timeline 25-26.pdf

Motion: Motion to approve submitting the application for the 2025-2026 Library Service and Technology Act Grant to the State Library of NC.

Mover: Taylor Vorbeck

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

Motion Result: Passed

VI. NEW BUSINESS

VII. MANAGERS' REPORTS

VIII. COMMISSIONERS' COMMENTS

Commissioner Reives asked staff to consider committing to writing that the School Board give the County the right of first refusal for land they want to dispose of. He also asked that as staff prepare the budget that the intended purpose of any money provided to Lee County Schools be noted, even though the Board of Education can choose to spend it how they see fit, in order to help the community and employees understand the County's intentions in providing specific funding to the school district.

ADJOURN

Motion: Motion to adjourn. The Board adjourned at 7:33 p.m.

Mover: Dr. Andre Knecht

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

Motion Result: Passed

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Kirk Smith, Chairman
Lee County Board of Commissioners

ATTEST:

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Hailey Hall, Clerk to the Board

ITEM #: II.D

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: February 17, 2025

SUBJECT: Carolina Pool Management Service 2025 Fee Proposal - Horton Pool

DEPARTMENT: Parks and Recreation

CONTACT PERSON: Joseph Keel, Parks and Recreation Director

TYPE: Consent Agenda

REQUEST	Approve the 2025 fee proposal with Carolina Pool Management for Horton Pool under the same terms and conditions provided in the 2024 executed service agreement (see attached) and authorize the Chair to sign the 2025 contract.
BUDGET IMPACT	FY 25 $44,149 + FY 26 $45,951 = Seasonal Operations $90,100
ATTACHMENTS	PARKS & REC - CPM Agreement for Horton Pool_3-18-24.pdf CPM - Horton Fee Proposal.pdf CPM Horton Pool 2025.pdf
PRIOR BOARD ACTION	Approved contract in 2024 under the same terms and conditions with fees of FY 24 $42,581 and FY 25 $44,319 = Seasonal Operations $86,900
RECOMMENDATION	Approve the 2025 fee proposal with Carolina Pool Management for Horton Pool under the same terms and conditions provided in the 2024 executed service agreement and authorize the Chair to sign the 2025 Contract.

SUMMARY

Carolina Pool Management was approved in 2024 to provide lifeguard and associated operational services at Horton Pool. The company has done well in suppling lifeguards for

open swim during our season operations. The CPM contract was approved in 2024 and included a clause that stated they could renew for up to three years under the same terms and conditions as long as any increase in the renewal fee does not exceed 10%. The terms and conditions stayed the same and the renewal fee does not exceed 10%. The new fee schedule is listed in the budget impact and last year's contract is attached for review.

The Pool Management Group
Carolina Pool Management
Greensboro

SWIMMING POOL MANAGEMENT AGREEMENT

Horton Park Pool 2024

This Agreement, between **Carolina Pool Management – Greensboro, Inc.** (the "Company") and **LEE COUNTY GOVERNMENT - PARKS & RECREATION** (the "Customer"), is to provide for the staffing, water chemistry maintenance and cleaning by the Company at the Customer's pools located at, **(Horton Park Pool) 1515 Washington Avenue, Sanford, N.C. 27330**, in accordance with the specifications, conditions, and terms set forth herein. Company has no duties with regard to pool or facilities other than those explicitly stated herein.

1. **EFFECTIVE DATE**. This Agreement, when executed by both parties hereto, shall become effective on **May 25, 2024,** for the **2024** Pool Year, extending through **September 2, 2024.**

About Us

We're a local company that is part of The Pool Management Group family of companies. From advanced lifeguard training and testing, to our national back up team for key personnel, to industry thought leadership, our customers receive the rewards of a large national company combined with our local expertise.

As a result, we are able to provide high levels of quality, safety and risk reduction.

2. **PERSONNEL**. Company will provide pool staff, including lifeguards, for operation of Customer's pool. The Company will provide training and testing of the lifeguards working at Customer's facility that significantly exceed the industry norm.

**Please see Section 5 for more details on personnel.*

3. **INSURANCE/LIABILITY**. The company will maintain a comprehensive insurance package including General Liability, Professional Liability & Punitive coverage with $20 million dollar limits. While this is a significant limit, Company asserts it is a requirement and not an extravagance, as pool accident judgments have been awarded for multi-millions.

The company agrees to maintain, at a minimum, $20 million liability insurance coverage for the length of this Agreement.

**Please see section 6 for more information on liability insurance*

4. VALUE ADDED SERVICES. Service components well beyond the standard pool management services are provided as part of this Agreement.

Value Added Services	Description
Advanced Lifeguard Training	Proprietary training is given to our lifeguards and goes beyond the standard lifeguard training. Training focuses on critical risks and dangers that many pool operators are not even aware of. Topics include advanced scanning techniques, lifeguard distractions, bodies disappearing underwater and more.
On-line Lifeguard Training	Through The Pool Management Group, our advanced training is administered on-line with custom video and audio learning. This proprietary on-line system has testing throughout to ensure lifeguards view and are tested on all material.
Summer Safety Campaign	Posters are placed at facilities (and information posted on-line) as part of our annual pool safety campaign aimed at pool patrons. The safety campaign is designed to increase awareness of pool hazards and prevent drowning.
Body on the Bottom Testing	Proprietary testing is completed at pools throughout the season to enhance lifeguards' ability to identify and save bodies underwater.
National Safety Advisors	Collectively, with The Pool Management Group family of companies, we contract with prominent safety advisors to ensure our water safety standards remain at high levels.
National Back Up Team	In the event of a need, we will utilize back up personnel available through The Pool Management Group. From President to pool technician positions, our team is backed up in the event of injury or other emergency.
National Parts Sourcing	When local parts distributors do not carry a part needed to keep your pool up and running, we will utilize the support team at The Pool Management Group for a nationwide search to find the right part and order it promptly.
Up to Date Information	Through The Pool Management Group, important governmental decisions and water safety developments are monitored so we can provide accurate timely information.
Risk Reduction	Our safety and training standards increase safety and reduce risk at your pool. However, even at the safest pools, accidents can happen, so we carry Professional Liability Insurance with $20 million of coverage.

5. **PERSONNEL**.

(a) All Company personnel who will work at the Customer's pool in fulfilling the terms of this Agreement, including all lifeguards, shall be employed solely by the Company and be employees of the Company. No lifeguard shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this Agreement.

(b) All lifeguards employed by the Company shall have the minimum standard American Red Cross Basic Lifeguarding Certificates or Lifeguard Training Certificates, or the equivalent, as well as Professional Rescuer CPR, and then shall go through Company's proprietary lifeguard training and testing which provides knowledge and awareness well beyond the industry standard.

(c) Company is solely responsible for selecting competent and qualified lifeguards for the safe operation of the Customer's swimming pool.

(d) Personnel will be trained by the Company. Personnel not performing up to the standards of the Customer will be replaced by the Company within ***24 hours***.

(e) Company is responsible for exercising control over the activities performed by the lifeguards. Lifeguards will be supervised by Company management personnel.

(f) The Company agrees to pay the following for Company's employees, including all lifeguards:

Wages

Income tax withholdings

Social Security withholdings

State unemployment insurance

Federal unemployment insurance

Workmen's Compensation insurance

(g) Lifeguards shall have the authority to discipline, suspend, or refuse admission to swimmers and any and all other persons within the pool facility within their best judgment and sole discretion consistent with the published and posted rules of the Customer and minimum safety standards as established herein. Customer agrees to support Company's lifeguards in enforcing the rules with Customer's patrons. All incidents including the date, time, name and contact information for anyone involved (including witnesses), injuries (if applicable), and resulting action taken by pool staff should be documented in writing and submitted to the Parks and Recreation Director within 24 hours of the incident.

(h) Whereas, Company has responsibility for providing lifeguards, water chemistry maintenance and cleaning of Customer's swimming pool, various Company personnel will be responsible for the following duties:

(1) Lifeguarding main pool.

(2) Checking water chemistry and recording readings every two (2) hours.

(3) Maintaining chemical balance of pool water.

(4) Vacuuming pool frequently enough that the pool is always clean.

(5) Cleaning tiles around pool edge.

(6) Backwashing filter system.

(7) Checking filter pressure gauge readings and flow meter readings daily. Taking corrective measures as indicated.

(8) Cleaning bathhouse throughout the day.

(9) Cleaning swimming pool area.

(10) Emptying trash.

(11) Straightening deck furniture.

(12) Replenishing janitorial supplies in bathhouse.

(13) Enforcing rules of the Customer for safety and convenience of Customer's members.

(14) Assisting Customer in collecting guest fees and monitoring membership, as long as the task does not interfere with lifeguarding.

(i) Whereas, Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at Customer's facility and Customer acknowledges that such information and investment is a valuable asset of Company's business, Customer agrees not to hire or consult (without the prior written consent of Company) any employee or former employee of the Company for a period of one year from the date of expiration or cancellation of this agreement.

6. **INSURANCE/LIABILITY**. The Company shall maintain and keep in full force the following coverage:

(a) **Professional Liability Insurance and General Liability Insurance** in the amount of **$20,000,000**.

(b) **Worker's Compensation insurance** covering all persons engaged on behalf of the Company in the performance of the terms of this Agreement.

Company agrees to indemnify and hold Customer, its officers, committees, and agents harmless from and against any claims caused by or arising out of the acts, omissions and/or

negligence of the Company or its employees. This indemnity does not require Company to indemnify Customer for Customer's own negligence.

Company agrees to supply copies of the certificates of insurance to the Customer verifying the above-mentioned insurance coverage. It is the responsibility of the Customer to provide all other insurance coverage.

Except due to acts of omission or negligence on the part of the Company or its employees, Company assumes no liability for damage or injury to persons or property arising from or caused by Acts of God. Except as to the employees of Company, Company assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal.

Company shall not be held liable for any damages resulting from faulty equipment, mechanical failure, weather, flooding, or defective workmanship or design by others, except wherein such liability, injury or damages was incurred or exacerbated due to Company's actions or failure to report needed repair in a timely manner. Company accepts no responsibility for hydrostatic lifting. Any risks associated with draining the pool shall be solely the Customer's.

The Company shall not be liable or responsible for any injuries or damages that arise at any time that is not within the hours of operation as stated in this Agreement, except for additional hours for which Company is contracted according to the terms of this Agreement.

The Company shall not be held liable for any personal effects of any person or persons utilizing the pool facilities.

The Customer shall maintain and keep in full force and effect the following coverage:

(a) **Premises Liability Insurance**.

(b) **Comprehensive General Liability Insurance** in the amount of $1,000,000.00 each accident and $1,000,000.00 each person.

7. **OPENING**. **Customer** agrees to make pools "ready to swim" by completing the following services, where applicable:

(a) Start up equipment.

(b) Order, store, and inject all necessary chemicals to establish proper levels for:

free chlorine

total alkalinity

pH

calcium hardness

cyanuric acid

(c) Vacuum pool.

(d) Clean pool enclosure area.

(e) Inspect chemical feeders.

(f) Inspect all filtration equipment.

(g) Inspect flow meters, pressure gauges, and valves.

(h) Mount diving boards, guard chairs, and ladders.

(i) Remove pool furniture from storage, clean, set out around pool area.

(j) Thoroughly clean bathhouse.

(k) Inspect and re-supply water testing supplies.

(l) Inspect underwater lights.

(m) Perform requisite repair work as needed and authorized by Customer (see "Repair Work").

(n) Remove, clean, and store Customer's pool cover at Customer's pool.

(o) Drain and clean pool, if applicable.

MAINTENANCE LOG. Company shall document all maintenance performed in a daily log to include date, time, detail of maintenance performed, and who it was performed by. Maintenance log should include log of chemical levels and details regarding application of chemicals. Log must be made available for review by Customer at any time without prior notification or request to Company.

PRE-SEASON STAFF MEETING WITH STAFF. At Customer's request, Company's designated Pool Manager shall meet with Customer's representative prior to opening day. The Pool Manager and all lifeguards, as feasible, will meet with Customer's representative.

PRE-SEASON SWIMMING POOL REVIEW MEETING. At the Customer's request, Company will walk-through with a representative of the Customer prior to opening to develop a list of items needed for operation of the pool and to review items identified by the Health Department as deficient from the previous year. Company shall stand ready, at the Customer's request, to perform repairs needed for compliance with Health Department regulations. The cost for any such repairs shall be additional to the price of this Agreement.

INITIAL TAKEOVER OF POOL BY COMPANY. Customer agrees pool will be clean and free of algae on the date of signing. If pool is not clean and free of algae, Customer agrees to pay reasonable additional charges for cleanup and chemical treatment of pool.

PERMIT. The Company will assist the Customer in obtaining Customer's Swimming Pool Operation Permit from the local Health Department.

The Company shall:

(a) Clean and chemically balance pool to health department standards. Note: County is cleaning pool and is prepping pool for inspection. We will assist in inspection.

(b) Schedule pre-season health department inspection and meet the health department inspector at Customer's pool to walk through the inspection with the health department inspector.

The Customer shall be responsible for:

(a) Permit Fee required by the health department.

(b) Complete the Operating Permit Application and return it to the Health Department with the Permit Fee.

(c) Complying with all health department regulations.

MINIMUM FACILITY STANDARDS. Customer agrees and acknowledges that it is the Customer's responsibility to maintain Customer's pool, equipment and associated facilities within established minimum standards. The rules and codes of the local health department having jurisdiction over Customer's pool, the National Electrical Code, and the Virginia Graeme Baker Pool and Spa Safety Act shall be included as minimum standards.

8. **POOL OPERATION**. Company agrees to furnish certified lifeguards and other personnel as contracted herein to operate the pool on the following schedule:

DATES OF OPERATION:

The pool will be open on the following days:

- Saturday May 25 through Monday September 2, 2024

HOURS OF OPERATION:

The pool to be open during the following hours:

Saturday	12:30 p.m. to 5:30 p.m.
Sunday	12:30 p.m. to 5:30 p.m.
*Monday	Closed
	12:30 p.m. to 5:30 p.m.
	(Memorial Day & Labor Day full operation)
*Tuesday	12:30 p.m. to 5:30 p.m.
*Wednesday	12:30 p.m. to 5:30 p.m.
*Thursday	12:30 p.m. to 5:30 p.m.
*Friday	12:30 p.m. to 5:30 p.m.

School Days Operation (August 12-September 2)

Monday through Friday	POOL CLOSED
Saturday	12:30 p.m. to 5:30 p.m.
Sunday	12:30 p.m. to 5:30 p.m.

(Horton) Pool Staff Overlap:

May 25 through August 11

Saturdays: **(May 25 through August 11)** Four (4) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Sundays: **(May 25 through August 11)** Four (4) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Weekdays (Monday through Friday): **(June 9 through August 11) Four** (4) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

August 12 through September 2

School Day's (Monday through Friday): **(August 12 – September 2) POOL CLOSED**

Saturdays: **(August 12 through September 2)** Four (4) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Sundays: **(August 12 through September 2)** Four (4) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Closing: If the Company fails to open or closes the pool causing a disruption to the normal operating schedule identified herein due to staffing shortages or failure to maintain minimum staffing levels, the Company will refund Customer an amount reflecting the daily portion of the contract price for the days the pool is unable to be opened on a normal operating schedule. If the Company is unable to open the pool or closes the pool outside of the normal operating schedule, it must immediately notify Customer of the closing. Customer will bill or elect to deduct from the next billing cycle to be paid to the Company monthly for any amounts owed for the previous month. If not otherwise deducted from the billing cycle to the Company, the amount billed must be paid within thirty (30) days after the due date or shall be delinquent and pay a fee of 1 1/2 % of the billed amount per month will become due. Company shall not open the pool to the public if minimum staffing levels described herein are not maintained during operating hours.

On days when attendance at the pool is very low, Company may reduce the number of lifeguards on duty to as few as **(3) three (Horton Pool).**

SAFETY BREAK or ADULT SWIM. Customer shall notify Company as to whether they will have a Safety Break or an Adult Swim every hour.

Safety Break: Once every hour the pool will be completely cleared for a period of ten minutes. During this break, lifeguards will not be on duty, the pool will be closed, no one may use the pool and the lifeguards shall not be responsible for supervising the pool.

VANDALISM. Additional reasonable charges for cleanup required as the result of vandalism, and approved by the Customer, shall be paid by the Customer to the Company. Any vandalism shall be reported to the Customer's designated representative immediately upon discovery.

SUPERVISION. Company management personnel will inspect the pool at least **(2) two** times each week during the full-time operation of the pool. Additional inspections and/or visits to the pool will be made by Company's management personnel as needed in order to assure Customer's satisfaction. Company shall document the inspection as part of an ongoing maintenance log that will be used to document all maintenance, cleaning, and chemical applications during seasonal operations. Note: Not realistic. Our supervisors make unannounced visits at a minimum of twice per week. This is to check up on staffing along with checking that staffing is keeping up with weekly maintenance. However, we can leave and also email supervisor visit form after each visit.

POST CLOSING DAY STAFFING. At the request of the Customer, the Company may, if staff is available, staff and maintain the pool and provide all necessary services to allow swimming with a Lifeguard on duty after the last day of operation specified above (Closing Day). The Customer will notify Company at least two (2) weeks in advance concerning post-Closing Day openings. The cost for post-Closing Day operation shall be billed to the Customer at the prevailing rate, which may change from year to year. Amount shall be payable to the Company on the initial day of post-Closing Day operation. This cost is to be extra to the contract in addition to the fees as provided hereinafter.

UNSUITABLE WEATHER. On rainy days, if the weather is still unsuitable for swimming at **4:00 p.m.**, the pool will be closed for the remainder of the day. Additionally, if the weather is unsuitable for swimming before **4:00 p.m.**, the pool will be closed, with no refund due to the Customer. Weather unsuitable for swimming includes:

(a) air temperature at or below 68 degrees Fahrenheit

(b) heavy rain

(c) severe weather

Company will work with Customer to reopen pool if weather becomes suitable for swimming early enough in the day.

AFTER-HOURS EVENTS. The Company **WILL NOT** provide lifeguards for after-hours events subject to the following:

The company shall provide no lifeguards beyond the normal closing and cleaning up time.

9. **WADING POOLS**. The company has no duties regarding the wading pool other than cleaning, maintaining water chemistry and backwashing filter.

10. **CLOSING (If Applicable)**. The pool will be considered closed to swimmers at end of the day on the last day of operation as specified in Section 8 and Company will close the pool as

soon after that date as Company deems possible and no later than September 30th of each season . The Company will complete the following services, where applicable:

(a) Pump pool water to correct level.

(b) Prepare pool and pool plumbing lines for freeze protection; Company agrees to use common and accepted winterization techniques. Company will repair any freeze damage at Company's expense, with the exception of damage due to circumstances beyond the Company's control. If a contractor is to be selected to complete a repair under this warranty, only the Company has the right to choose a contractor.

(c) Add anti-freeze to appropriate fixtures.

(d) Drain pumps and hair/lint strainer.

(e) Backwash and drain filter tanks.

(f) Open all valves to appropriate settings.

(g) Remove and store skimmer parts.

(h) Remove and store all movable ladders, lifeguard chairs, and diving boards when required for closing pool.

(i) Clean chemical feeders.

(j) Drain and store hoses.

(k) Lubricate filter system valves.

(l) Add winterization chemicals to pool.

(m) Install Customer's cover, if applicable.

(n) Store pool furniture at Customer's pool.

11. **WATER QUALITY**. Note: These are daily recorded multiple times a day in pool logbook Company will be responsible for maintaining the following chemical levels of the swimming pool water within the tolerances of the local health department while pool is open to swimmers:

Free Chlorine	1.0 to 3.0 PPM
pH	7.2 to 7.8
Total Alkalinity	80 to 120 PPM
Calcium Hardness	200 to 300 PPM
Chlorine Stabilizer	less than 100 PPM

At no time will the water chemistry cause a failure of permission to operate the pool granted by the local health department. In the event the local health department revokes permission to operate the pool due to improper water chemistry, Customer shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:

Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this Agreement).

All of the foregoing notwithstanding however, the Company shall be excused from maintaining water quality as established herein and the Customer shall be entitled to no refund in the event of any Act of God, repairs, interference by Customer, together with any and all other reasons beyond the control of Company.

Any work performed by Company shall be subject to the conditions in the "Repair Work" provision of this Agreement.

12. **REPAIR WORK**. During the term of this Agreement, the Company recommends compliance with the Virginia Graeme Baker Pool and Spa Safety Act. The Company also recommends that Customer have its pool inspected annually by a licensed electrician and have all recommended electrical repairs completed by the inspecting electrician. During the term of this Agreement, the Company stands ready to perform any other installations or repairs needed to preserve Customer's pool aesthetics and/or to comply with State, Federal or local regulations, but Customer shall have the option of using its chosen contractor to perform any recommended repairs. To the extent permitted by law, Customer agrees to indemnify, defend, and hold the Company harmless from all claims, injuries, damages, attorney's fees, and defense costs arising out of 1) repairs or renovations performed by any entity other than the Company, or 2) the failure of Customer to complete a) repair(s) or installations needed to comply with State, Federal or local regulations, or b) the above-described annual electrical inspection and recommended repair(s).

Work will be billed as follows:

(a) Any repairs required as the result of error or negligence by Company shall be paid for by Company with no cost to Customer. Additionally, Company shall reimburse Customer for volume of water lost as a result of error or negligence.

(b) Company will perform minor repairs to the pool and recirculation system, as part of the service provided; however, the Customer shall pay for parts and/or materials. Company shall notify Customer prior to repair to allow Customer the option of performing repair or purchasing parts and/or materials directly.

(c) For repair work or necessary equipment wherein the cost does not exceed $175.00 , the Company shall bill Customer. Company shall notify customer of repair work needed and Customer shall have the discretion to perform the work within a reasonable amount of time before the Company undertakes the repair and bills customer.

(d) Any work or equipment in excess of $175.00 to be provided by the Company or Company's subcontractors will be provided and billed to Customer after approval. Such work or equipment shall be provided only upon the authorization of the designated representative of Customer, **Joseph Keel or Cindy Castle,** or in the event the Customer elects not to have such work

performed or equipment provided, Company may cancel this Agreement if said election interferes with the Company's ability to carry out its responsibilities under this Agreement.

13. **CHEMICALS AND SUPPLIES**.

Company agrees to supply, at its expense:

(a) Chlorine and pH control chemicals throughout the period of this agreement.

(b) The following pool and janitorial supplies:

Soap

Disinfectant

Paper towels

Deodorizer

Toilet tissue

Correct size trash can liners for the pool area and bathrooms

Glass cleaner

(c) Customer shall be responsible for providing, at no cost to Company, other equipment such as:

Water hoses	Life hooks
Pool vacuum heads	Trash receptacles
Pool poles	Water test kit
Pool vacuum hoses	Test kit reagents
Leaf eater	First Aid Kit
Rescue tubes	First Aid supplies
Ring buoys	Pool rules signs
Algaecides	Clarifiers
Phosphate Removers	Cyanuric Removers

For Customer's convenience and for the efficient operation of the pool, Company will provide and invoice Customer for any of the items listed above that are not at the pool. Customer agrees to pay invoices for said supplies within thirty (30) days after invoicing.

(d) Additional chemicals or labor. If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer's equipment, or loss of water due (leak) to a defect in Customer's pool or recirculation system, Company shall notify Customer of such breakdown or defect immediately in writing, and if Customer elects not to remedy problem within seven (7) days of notice, Customer shall pay as an

additional charge the reasonable expense of all said additional chemicals and/or labor. Amount owed for chemicals and/or labor shall be paid by Customer within thirty (30) days after invoicing by Company.

14. **OFF-SEASON SERVICE (not included in this contract** The Company shall perform the following services at the Customer's pool during the off-season:

(a) Keep water pumped to correct level.

(b) Maintain pool water chemistry.

(c) Provide all chemicals to maintain pool water.

Customer to provide pool cover

At the Customer's request, the Company will walk-through with a representative of the Customer to confirm that:

(a) The pool water is clear.

(b) The pool water chemistry is balanced.

(c) There is no biotic growth in the pool.

The time of such walk-through shall be scheduled to meet the Customer's needs.

15. **INSTRUCTIONS**. Swimming instruction may be provided by Company for Customer's members only. Instruction shall be given by a qualified individual, while not on duty as a lifeguard. Company shall have rights to swimming lessons at Customer's pool during the term of this Agreement. All Company insurance as described in Section 6 shall apply to Company's swimming instructors.

Arrangements for any instruction shall be made between individual requesting instruction and the Company. Any resulting agreement shall be considered a contract between that individual and the Company; and Customer shall not be held liable for its enforcement nor for the collection of any fees due Company under the terms of that contract. Company shall be entitled to all fees paid for instruction provided by Company's employee(s).

16. **COMPANY'S INDEPENDENT CONTRACTOR STATUS**. Company is, and at all times shall be deemed to be, an independent contractor in the performance of services under this agreement. Company and its representatives are not, and shall not be considered or permitted to be, employees, agents, servants, joint venturers or partners of Customer.

17. **ACCESS AND UTILITIES**. The Customer will permit and maintain free access to the pool site and, upon signing Agreement, Customer will provide six (6) sets of keys to Company to open any and all locks required to operate the pool. Company shall keep and safeguard keys and release keys only to authorized personnel. Keys shall be returned to Customer in the event of termination of this Agreement.

Customer further agrees to furnish without cost to Company:

(a) Water.

(b) Electricity.

(c) 110 volt electrical outlet in pump room.

(d) Garbage pick-up service.

(e) Lifeguard stand(s) and umbrella(s) for lifeguard stand(s).

(f) Telephone.

(g) A secure and cooperative working environment at Customer's pool.

18. **TELEPHONE**. Customer shall be responsible for providing an operational telephone (not a pay phone) accessible to Company's lifeguards at pool site. Consistent with health department regulations and for the safety of pool patrons the pool will only be open when the pool telephone is operational.

19. **EMERGENCY CLOSING OF POOL**. The Customer and/or Company may close the pool in an emergency situation, whether the emergency be caused by breakdown of equipment, or by other causes outside of the Company's control; this shall not require any change or adjustment in any of the provisions of this Agreement. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the fifth day on a pro-rated basis. For purposes of this section, the daily operating cost is to be computed at one percent (1%) of the total contract cost until such time as the pool is reopened for normal operation. If the pool is not reopened for normal operation within thirty (30) days, Customer may cancel this Agreement by written notice to Company.

20. **CANCELLATION**. The Customer shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

(a) Customer shall notify Company by in writing of any problem regarding performance as detailed in this Agreement. Company shall have 48 hours following notification to remedy stated violation of contract.

(b) If Company fails to remedy violation and continues to not perform as detailed in this Agreement; Customer may terminate Agreement by providing five (5) days' written notice to Company by certified mail.

(c) Customer may terminate this agreement at any time without cause by providing 30 (thirty) days written notice to Company by certified mail.

(d) In the event that Customer terminates contract by procedure stated above, the Customer shall either be entitled to a refund for money paid in advance or shall be responsible for a balance owed to the Company. Refund to be computed as follows:

A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by this Agreement. This daily price shall be multiplied by the number of days pool was operated under this Agreement. That amount shall be subtracted from the total amount of contract price paid to

Company by Customer as of termination date. The resulting figures shall either be the refund to which the Customer is entitled or remaining balance owed to Company.

(e) Refund or balance owed shall be paid within five (5) business days after termination.

21. **MISCELLANEOUS**.

(a) The Company shall display a sign on the pool premises designating the responsibility to the Company for the quality of the pool and the performance of the pool staff.

Revenue Sharing:

(b) Company (CPM) receives all gate admission fees. Gate admission fees are $3.00 per person (Seniors $1.00) and children under four are free).

(c) Company (CPM) receives all revenues from group, private & semi-private swim lessons. Registration will be handled by CPM.

(d) The pool will not be rented out for afterhours functions.

(f) Senior Citizens (age 50+) will receive a discounted admission price of $1.00.

22. **PAYMENTS**. The Company hereby proposes to perform the work and services set forth above for the price of **(Horton Pool) $86,900.00**, upon the specifications, conditions and terms as set forth herein. Payments by Customer to Company shall be made in accordance with the following schedule:

(a)	One percent (1%) upon signing of Agreement or the annual renewal date of this Agreement.	$869.00
(b)	Nine percent (9%) on or before April 1 of each year.	$7,821.00
(c)	Fifteen percent (15%) on or before May 1 of each year.	$13,035.00
(d)	Twenty-four percent (24%) on or before June 1 of each year.	$20,856.00
(e)	Twenty-six percent (26%) on or before July 1 of each year.	$22,594.00
(f)	Twenty percent (20%) on or before August 1 of each year.	$17,380.00
(g)	Five percent (5%) on or before September 1 of each year.	$4,345.00
	TOTAL:	$86,900.00

Payments are due as indicated above. All payments as specified above, not made on or before ten (10) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. Payments for repairs, equipment or labor, not made on or before thirty (30) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. In the event payments are not received within thirty (30) days from the due date for contract payments, and thirty (30) days from the due date for other payments, the Company shall have the right, at its option, and within its sole discretion to suspend, until all overdue payments are received, or terminate its services under this Agreement and in either case to withdraw and remove all personnel from Customer's pool facilities without any further or additional notice to Customer. During a period of suspension or after termination, control of the pool and premises will be surrendered to the Customer and, if operated, it is at the Customer's sole risk and liability. Customer agrees to indemnify and hold Company harmless for any claims arising from the use of the pool(s) during a period of suspension or after termination due to payment(s) not being received on time. Any such suspension or termination notwithstanding, Customer shall be fully responsible for all payments provided herein.

In the event that Company elects to pursue collection of any amounts due under this Agreement, Customer shall pay all said amounts, together with interest at the rate of 12% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorney's fees.

24. **FEDERAL GRANT COMPLIANCE**: The Customer herby requires the Company to account for and report on any revenues received during operational hours. Due to the utilization of Federal Funding to renovate the Horton Pool and Sanitation Facility, uniform guidance [2 C.F.R. § 200.307] requires reporting of program income earned from projects funded under the American Recovery Plan Act (ARPA). Reporting of program income is to be conducted from the start of this contract through any renewal contracts until the expiration of ARPA reporting requirements on December 31, 2026. Reporting requirements entail the following:

a) **Projection of anticipated Program Income**- The Company shall identify the anticipated revenues for the upcoming operational hours of the Horton Pool. Due to federal funding involvement, the Board of Commissioners must obligate the federal dollars prior to expending the funds. Under the nature of this contract, the Company will keep revenues collected to offset the cost of the contract. For this reason, the Customer needs the help of the Company to identify the expected earnings to obligate prior to the pools official opening.
b) **Program Income Tracking Methodology**[1]- The Company shall provide a system in which patrons use of the pool is trackable that matches the reported revenues. Figures to support the reported revenues will be required.

1

c) **Reporting Requirements**- The Company will provide the Customer with patron visits broken down by cost association. A record to prove patron participation will be required. E.g. an electronic printout of patron participation, or a sign in log sheet stating what patron is participating in to associate applicable costs. The Company must also provide the Customer with a report of revenues collected in the form of a general ledger or the like, to support the patron participation backup.

   i. **Reports are due to the Customer no later than July 8, 2024 and September 1, 2024. The Customer will hold the last payment of the Company's until the program income report has been received.**

d) **Site Audit**- The Company shall allow one unexpected site visit during the operational hours of Horton Pool Season. The unexpected site visit will be conducted by the Customer's Finance Department. The purpose of the audit is to ensure compliance of internal controls regarding the collection of information for patron participation.

25. **CUSTOMER CONTACTS**:

PRIMARY CONTACT:

Name: **Cynthia Castle**

Title or Position: **Recreation Programmer**

Street: **2303 Tramway Road**

City: **Sanford** State: **NC** Zip: **27332**

Telephone: **(919) 775-2107**

Email: **ccastle@leecountync.gov**

2

RECREATION DEPARTMENT:

Name: **Joseph Keel, Parks and Recreation Director**

Street: **2303 Tramway Road**

City: **Sanford** State: **NC** Zip: **27332**

Telephone: (**919**) **775-2107**

Email: **jkeel@leecountync.gov**

Name: **Lisa G. Minter, County Manager**

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a) Example: # of adults, children, rentals, lessons, or group activities would be included with the applicable charges will be included in the back up to match the general ledger printout reporting the total revenues for the month.

Street: **408 Summit Drive**

City: **Sanford** State: **NC** Zip: **27330**

Telephone: (**919**) 718-4605 Ext. 1

Email: **lminter@leecountync.gov**

BILLING ADDRESS:

Name Attention: Joseph Keel, Parks and Recreation Director

Street PO Box 1968

City Sanford_ State NC Zip 27331

FACILITY INFORMATION:

Name: **Horton Park Pool**

Street: **1515 Washington Ave.**

City: **Sanford** State: **NC** Zip:**27330**

Telephone **(919)**_____

26. **EXTENSION OF CONTRACT.** This Agreement may be renewed for up to three years on the same terms and conditions herein at the contract amount in effect for the immediately preceding year, plus an amount not to exceed 10% thereof, at the sole option of Company. In the event that Customer desires to renew and extend this Agreement as provided herein, Customer shall provide Company with written notice thereof on or before October 15 of the current year. In the event Company desires not to renew and extend this Agreement, Company shall provide Customer with written notice thereof on or before October 31 of the current year.

27. **GOVERNING LAW**. This Agreement shall be governed by the laws of the State of North Carolina.

29. **TIME OF ESSENCE**. Time is of the essence of this Agreement.

30. **ENTIRE AGREEMENT, MODIFICATION, BINDING EFFECT**. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding upon and enure to the benefit of the Customer and Company and to their respective heirs, successors and assigns.

31. **RIGHTS CUMULATIVE**. All rights and powers under this Agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to any and all other provided at law or in equity.

32. **EXTENSIONS**. Unless other agreed to by Customer and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

33. **SEVERABILITY**. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable.

36. **COMPANY'S OPTION IN THE EVENT OF CHANGE IN LAWS**. If there is a change in local, state, or federal law concerning any cost aspect relating to this proposal, the company may present a new contract amount to Customer, which new Contract shall supersede and replace this Agreement. Customer shall have 30 days from the date of receipt of the new contract in which to accept or reject the new contract. In the event the Customer elects to reject the new contract, this contract may be terminated by either party.

37. **ACCEPTANCE**. Acceptance of this Agreement by Customer and Company through signatures below will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

37. **Non-Appropriation Clause**. Company acknowledges that Lee County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Lee County's obligations under this contract, then this contract shall automatically expire without penalty to Lee County thirty (30) days after written notice to Company of the unavailability and non-appropriation of public funds. It is expressly agreed that Lee County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Lee County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lee County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Lee County upon written notice to Company of such limitation or change in Lee County's legal authority.

38. **Compliance with E-Verify**. The Company 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.

39. **Divestment from companies that boycott Israel**. Company 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.

39. **Iran Divestment Act Certification**. The Company certifies that the Company 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) and the Company 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 the address and should be updated every 180 days.

40. **Non-Discrimination in Employment**. The Company will not discriminate again any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Company 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 Contract may be suspended or terminated, in whole or in part by the County. In addition, the Company may be declared ineligible for further contracts with the County.

Carolina Pool Management – Greensboro, Inc.

By: *Angelo Kontoulas 1-15-24*

Officer

Lee County Government Representative

By: _____

Title of Officer: BOARD CHAIRMAN

Attest: _____

Title of Officer: CLERK TO THE BOARD

Date: 3-18-2024

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

_____

Finance Officer, Lee County

Payment Schedule

The Company hereby proposes to perform the work and services set forth for the price of **$90,100.00**, upon the specifications, conditions and terms as set forth herein. Payments by Customer to Company shall be made in accordance with the following schedule:

Payment Schedule	
One percent (1%) upon signing of Agreement or the annual renewal date of this Agreement.	$901
Nine percent (9%) on or before February 1 of each year.	$8,109
Fifteen percent (15%) on or before May 1 of each year.	$13,515
Twenty-four percent (24%) on or before June 1 of each year.	$21,624
Twenty-six percent (26%) on or before July 1 of each year.	$23,426
Twenty percent (20%) on or before August 1 of each year.	$18,020
Five percent (5%) on or before September 10 of each year.	$4,505

Services Total	
Total for all services listed above	**$90,100**

Proposal Expiration Option

This contract is voidable at the Company's option if not executed by the Customer and returned to the Company by **December 15, 2024**.



Swimming Pool Management Agreement
Horton Park Pool 2025

This Agreement, between Carolina Pool Management-Greensboro, Inc. (the "Company") and Lee County Government-Parks and Recreation (the "Customer"), is to set the new fees for the 2025-2026 term of the Agreement. The Parties entered into an Agreement on March 18, 2024 and that Agreement allowed for a renewal for up to three years on the same terms and conditions in the 2024 Agreement. Both Parties agree to the following:

1. Both Parties agree to invoke the Extension of Contract from the Swimming Pool Management Agreement Horton Park Pool 2024, signed on March 18, 2024, and agree to extend the contract until September 2, 2025.
2. Both Parties agree to the new payment schedule, as shown on Exhibit 1.
3. All other terms and conditions of the Contract from the Swimming Pool Management Agreement Horton Park Pool 2024 remain in full force and effect.

Agreed to on this 17th day of February, 2025.

_____
Carolina Pool Management-Greensboro Inc.

_____
Kirk D. Smith
Chair, Lee County Board of Commissioners

Exhibit 1-Payment Schedule

The Company hereby proposes to perform the work and services set forth for the price of **$90,100.00**, upon the specifications, conditions and terms as set forth herein. Payments by Customer to Company shall be made in accordance with the following schedule:

Payment Schedule	
One percent (1%) upon signing of Agreement or the annual renewal date of this Agreement.	$901
Nine percent (9%) on or before February 1 of each year.	$8,109
Fifteen percent (15%) on or before May 1 of each year.	$13,515
Twenty-four percent (24%) on or before June 1 of each year.	$21,624
Twenty-six percent (26%) on or before July 1 of each year.	$23,426
Twenty percent (20%) on or before August 1 of each year.	$18,020
Five percent (5%) on or before September 10 of each year.	$4,505

Services Total	
Total for all services listed above	**$90,100**

Proposal Expiration Option

This contract is voidable at the Company's option if not executed by the Customer and returned to the Company by **December 15, 2024**.



ITEM #: II.E

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: February 17, 2025

SUBJECT: Carolina Pool Management Service 2025 Fee Proposal - OT Sloan

DEPARTMENT: Parks and Recreation

CONTACT PERSON: Joseph Keel, Parks and Recreation Director

TYPE: Consent Agenda

REQUEST	Approve the 2025 fee proposal with Carolina Pool Management for Horton Pool under the same terms and conditions provided in the 2024 executed service agreement (see attached) and authorize the Chair to sign the 2025 contract.
BUDGET IMPACT	FY 25 $75,215 + FY 26 $78,285 = Seasonal Operations $153,500
ATTACHMENTS	PARKS & REC - CPM Agreement for O.T. Sloan Pool_3-18-24.pdf CPM - OT Sloan 2025 Fee Proposal.pdf CPM Horton Pool 2025.pdf
PRIOR BOARD ACTION	Approved the contract in 2024 under same terms and conditions with fee rates of FY 24 $74,480 and FY 25 25 $77,520 = Seasonal Operations $152,000
RECOMMENDATION	Approve the 2025 fee proposal with Carolina Pool Management for OT Sloan under the same terms and conditions provided in the 2024 executed service agreement and authorize the Chair to sign the 2025 contract.

SUMMARY

Carolina Pool Management was approved in 2024 to provide lifeguard and associated operational services at OT Sloan Pool. The company has done well in suppling lifeguards for open swim during our season operations. The CPM contract was approved in 2024 and included a clause that stated they could renew for up to three years under the same terms and conditions as long as the renewal fee does not exceed 10%. The terms and conditions stayed the same and the renewal fee does not exceed 10%. The new fee schedule is listed in the budget impact and last year's contract is attached for review.

The Pool Management Group
Carolina Pool Management
Greensboro

SWIMMING POOL MANAGEMENT AGREEMENT

O.T. Sloan Park Pool Only 2024 (B)

This Agreement, between **Carolina Pool Management – Greensboro, Inc.** (the "Company") and **LEE COUNTY GOVERNMENT - PARKS & RECREATION** (the "Customer"), is to provide for the staffing, water chemistry maintenance and cleaning by the Company at the Customer's pools located at, **(O.T. Sloan)1420 Bragg Street, Sanford, N.C. 27330,** in accordance with the specifications, conditions, and terms set forth herein. Company has no duties with regard to pool or facilities other than those explicitly stated herein.

1. **EFFECTIVE DATE**. This Agreement, when executed by both parties hereto, shall become effective on **May 25, 2024,** for the **2024** Pool Year, extending through **September 2, 2024.**

About Us

We're a local company that is part of The Pool Management Group family of companies. From advanced lifeguard training and testing to our national back up team for key personnel, to industry thought leadership, our customers receive the rewards of a large national company combined with our local expertise.

As a result, we are able to provide high levels of quality, safety and risk reduction.

2. **PERSONNEL**. Company will provide pool staff, including lifeguards, for operation of Customer's pool. The Company will provide training and testing of the lifeguards working at Customer's facility that significantly exceed the industry norm.

**Please see Section 5 for more details on personnel.*

3. **INSURANCE/LIABILITY**. The company will maintain a comprehensive insurance package including General Liability, Professional Liability & Punitive coverage with $20 million dollar limits. While this is a significant limit, Company asserts it is a requirement and not an extravagance, as pool accident judgments have been awarded for multi-millions.

The company agrees to maintain, at a minimum, $20 million liability insurance coverage for the length of this Agreement.

**Please see section 6 for more information on liability insurance*

4. VALUE ADDED SERVICES. Service components well beyond the standard pool management services are provided as part of this Agreement.

Value Added Services	Description
Advanced Lifeguard Training	Proprietary training is given to our lifeguards and goes beyond the standard lifeguard training. Training focuses on critical risks and dangers that many pool operators are not even aware of. Topics include advanced scanning techniques, lifeguard distractions, bodies disappearing underwater and more.
On-line Lifeguard Training	Through The Pool Management Group, our advanced training is administered on-line with custom video and audio learning. This proprietary on-line system has testing throughout to ensure lifeguards view and are tested on all material.
Summer Safety Campaign	Posters are placed at facilities (and information posted on-line) as part of our annual pool safety campaign aimed at pool patrons. The safety campaign is designed to increase awareness of pool hazards and prevent drowning.
Body on the Bottom Testing	Proprietary testing is completed at pools throughout the season to enhance lifeguards' ability to identify and save bodies underwater.
National Safety Advisors	Collectively, with The Pool Management Group family of companies, we contract with prominent safety advisors to ensure our water safety standards remain at high levels.
National Back Up Team	In the event of a need, we will utilize back up personnel available through The Pool Management Group. From President to pool technician positions, our team is backed up in the event of injury or other emergency.
National Parts Sourcing	When local parts distributors do not carry a part needed to keep your pool up and running, we will utilize the support team at The Pool Management Group for a nationwide search to find the right part and order it promptly.
Up to Date Information	Through The Pool Management Group, important governmental decisions and water safety developments are monitored so we can provide accurate timely information.
Risk Reduction	Our safety and training standards increase safety and reduce risk at your pool. However, even at the safest pools, accidents can happen, so we carry Professional Liability Insurance with $20 million of coverage.

5. **PERSONNEL**.

(a) All Company personnel who will work at the Customer's pool in fulfilling the terms of this Agreement, including all lifeguards, shall be employed solely by the Company and be employees of the Company. No lifeguard shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this Agreement.

(b) All lifeguards employed by the Company shall have the minimum standard American Red Cross Basic Lifeguarding Certificates or Lifeguard Training Certificates, or the equivalent, as well as Professional Rescuer CPR, and then shall go through Company's proprietary lifeguard training and testing which provides knowledge and awareness well beyond the industry standard.

(c) Company is solely responsible for selecting competent and qualified lifeguards for the safe operation of the Customer's swimming pool.

(d) Personnel will be trained by the Company. Personnel not performing up to the standards of the Customer will be replaced by the Company within ***24 hours***.

(e) Company is responsible for exercising control over the activities performed by the lifeguards. Lifeguards will be supervised by Company management personnel.

(f) The Company agrees to pay the following for Company's employees, including all lifeguards:

Wages

Income tax withholdings

Social Security withholdings

State unemployment insurance

Federal unemployment insurance

Workmen's Compensation insurance

(g) Lifeguards shall have the authority to discipline, suspend, or refuse admission to swimmers and any and all other persons within the pool facility within their best judgment and sole discretion consistent with the published and posted rules of the Customer and minimum safety standards as established herein. Customer agrees to support Company's lifeguards in enforcing the rules with Customer's patrons. All incidents including the date, time, name and contact information for anyone involved (including witnesses), injuries (if applicable), and resulting action taken by pool staff should be documented in writing and submitted to the Parks and Recreation Director within 24 hours of the incident.

(h) Whereas Company has responsibility for providing lifeguards, water chemistry maintenance and cleaning of Customer's swimming pool, various Company personnel will be responsible for the following duties:

(1) Lifeguarding main pool.

(2) Checking water chemistry and recording readings every two (2) hours.

(3) Maintaining chemical balance of pool water.

(4) Vacuuming pool frequently enough that the pool is always clean.

(5) Cleaning tiles around pool edge.

(6) Backwashing filter system.

(7) Checking filter pressure gauge readings and flow meter readings daily. Taking corrective measures as indicated.

(8) Cleaning bathhouse throughout the day.

(9) Cleaning swimming pool area.

(10) Emptying trash.

(11) Straightening deck furniture.

(12) Replenishing janitorial supplies in bathhouse.

(13) Enforcing rules of the Customer for safety and convenience of Customer's members.

(14) Assisting Customer in collecting guest fees and monitoring membership, as long as the task does not interfere with lifeguarding.

(i) Whereas, Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at Customer's facility and Customer acknowledges that such information and investment is a valuable asset of Company's business, Customer agrees not to hire or consult (without the prior written consent of Company) any employee or former employee of the Company for a period of one year from the date of expiration or cancellation of this agreement.

6. **INSURANCE/LIABILITY**. The Company shall maintain and keep in full force the following coverage:

(a) **Professional Liability Insurance and General Liability Insurance** in the amount of **$20,000,000**.

(b) **Worker's Compensation insurance** covering all persons engaged on behalf of the Company in the performance of the terms of this Agreement.

Company agrees to indemnify and hold Customer, its officers, committees, and agents harmless from and against any claims caused by or arising out of the acts, omissions and/or

negligence of the Company or its employees. This indemnity does not require the Company to indemnify Customer for Customer's own negligence.

Company agrees to supply copies of the certificates of insurance to the Customer verifying the above-mentioned insurance coverage. It is the responsibility of the Customer to provide all other insurance coverage.

Except due to acts of omission or negligence on the part of the Company or its employees, Company assumes no liability for damage or injury to persons or property arising from or caused by Acts of God. Except as to the employees of Company, Company assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal.

The company shall not be held liable for any damages resulting from faulty equipment, mechanical failure, weather, flooding, or defective workmanship or design by others, except wherein such liability, injury or damages was incurred or exacerbated due to Company's actions or failure to report needed repair in a timely manner. The company accepts no responsibility for hydrostatic lifting. Any risks associated with draining the pool shall be solely the Customer's.

The Company shall not be liable or responsible for any injuries or damages that arise at any time that is not within the hours of operation as stated in this Agreement, except for additional hours for which Company is contracted according to the terms of this Agreement.

The Company shall not be held liable for any personal effects of any person or persons utilizing the pool facilities.

The Customer shall maintain and keep in full force and effect the following coverage:

(a) **Premises Liability Insurance**.

(b) **Comprehensive General Liability Insurance** in the amount of $1,000,000.00 each accident and $1,000,000.00 each person.

7. **OPENING**. **Customer** agrees to make pools "ready to swim" by completing the following services, where applicable:

(a) Start up equipment.

(b) Order, store, and inject all necessary chemicals to establish proper levels for:

free chlorine

total alkalinity

pH

calcium hardness

cyanuric acid

(c) Vacuum pool.

(d) Clean pool enclosure area.

(e) Inspect chemical feeders.

(f) Inspect all filtration equipment.

(g) Inspect flow meters, pressure gauges, and valves.

(h) Mount diving boards, guard chairs, and ladders.

(i) Remove pool furniture from storage, clean, set out around pool area.

(j) Thoroughly clean bathhouse.

(k) Inspect and re-supply water testing supplies.

(l) Inspect underwater lights.

(m) Perform requisite repair work as needed and authorized by Customer (see "Repair Work").

(n) Remove, clean, and store Customer's pool cover at Customer's pool.

(o) Drain and clean pool, if applicable.

MAINTENANCE LOG. Company shall document all maintenance performed in a daily log to include date, time, detail of maintenance performed, and who it was performed by. Maintenance log should include log of chemical levels and details regarding application of chemicals. Log must be made available for review by Customer at any time without prior notification or request to Company.

PRE-SEASON STAFF MEETING WITH STAFF. At the Customer's request, the Company's designated Pool Manager shall meet with the Customer's representative prior to opening day. The Pool Manager and all lifeguards, if feasible, will meet with the Customer's representative.

PRE-SEASON SWIMMING POOL REVIEW MEETING. At the Customer's request, Company will walk-through with a representative of the Customer prior to opening to develop a list of items needed for operation of the pool and to review items identified by the Health Department as deficient from the previous year. Company shall stand ready, at the Customer's request, to perform repairs needed for compliance with Health Department regulations. The cost for any such repairs shall be additional to the price of this Agreement.

INITIAL TAKEOVER OF POOL BY COMPANY. The customer agrees pool will be clean and free of algae on the date of signing. If pool is not clean and free of algae, Customer agrees to pay reasonable additional charges for cleanup and chemical treatment of pool.

PERMIT. The Company will assist the Customer in obtaining Customer's Swimming Pool Operation Permit from the local Health Department.

The Company shall:

(a) Clean and chemically balance pool to health department standards. Note per CPM: County is cleaning pool and prepping pool for inspection. CPM will assist with inspection.

(b) Schedule pre-season health department inspection and meet the health department inspector at Customer's pool to walk through the inspection with the health department inspector.

The Customer shall be responsible for:

(a) Permit Fee required by the health department.

(b) Complete the Operating Permit Application and return it to the Health Department with the Permit Fee.

(c) Complying with all health department regulations.

MINIMUM FACILITY STANDARDS. Customer agrees and acknowledges that it is the Customer's responsibility to maintain Customer's pool, equipment, and associated facilities within established minimum standards. The rules and codes of the local health department having jurisdiction over Customer's pool, the National Electrical Code, and the Virginia Graeme Baker Pool and Spa Safety Act shall be included as minimum standards.

8. **POOL OPERATION**. Company agrees to furnish certified lifeguards and other personnel as contracted herein to operate the pool on the following schedule:

DATES OF OPERATION:

The pool will be open on the following days:

- Saturday May 25 through Monday September 2, 2024

HOURS OF OPERATION:

The pool to be open during the following hours:

Saturday	12:30 p.m. to 5:30 p.m.
Sunday	12:30 p.m. to 5:30 p.m.
*Monday	Closed
	12:30 p.m. to 5:30 p.m.
	(Memorial Day & Labor Day full operation)
*Tuesday	12:30 p.m. to 5:30 p.m.
*Wednesday	12:30 p.m. to 5:30 p.m.
*Thursday	12:30 p.m. to 5:30 p.m.
*Friday	12:30 p.m. to 5:30 p.m.

School Days Operation (August 12-September 2)

Monday through Friday	POOL CLOSED

Saturday	12:30 p.m. to 5:30 p.m.
Sunday	12:30 p.m. to 5:30 p.m.

(O.T. SLOAN) Pool Staff Overlap:

Saturdays: **(May 25 through August 11)** Five (5) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Sundays: **(May 25 through August 11)** Five (5) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Weekdays: **(June 9 through August 11)** Five (5) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

School Day (Monday through Friday): **(August 12 – September 2) POOL CLOSED**

Saturdays: **(August 12 through September 2)** Five (5) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Sundays: **(August 12 through September 2)** Five (5) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Closing: If the Company fails to open or closes the pool outside of the normal operating schedule identified herein due to staffing shortages or failure to maintain minimum staffing levels, the Company will refund Customer an amount reflecting the daily portion of the contract price for the days the pool is unable to be opened on a normal operating schedule. If the Company is unable to open the pool or closes the pool outside of the normal operating schedule, it must immediately notify Customer of the closing. Customer will bill or elect to deduct from the next billing cycle to be paid to the Company monthly for any amounts owed for the previous month. If not otherwise deducted from the billing cycle to the Company, the amount billed must be paid within thirty (30) days after the due date or shall be delinquent and pay a fee of 1 1/2 % of the billed amount per month will become due. Company shall not open the pool to the public if minimum staffing levels described herein are not maintained during operating hours.

On days when attendance at the pool is very low, Company may reduce the number of lifeguards on duty to as few as **(3) three (O.T. Sloan Pool).**

SAFETY BREAK or ADULT SWIM. Customers shall notify the Company as to whether they will have a Safety Break or an Adult Swim every hour.

Safety Break: Once every hour the pool will be completely cleared for a period of ten minutes. During this break, lifeguards will not be on duty, the pool will be closed, no one may use the pool and the lifeguards shall not be responsible for supervising the pool.

VANDALISM. Additional reasonable charges for cleanup required as the result of vandalism, and approved by the Customer, shall be paid by the Customer to the Company. Any vandalism shall be reported to the Customer's designated representative immediately upon discovery.

SUPERVISION. Company management personnel will inspect the pool at least **(2) two** times each week during the full-time operation of the pool. Additional inspections and/or visits to the pool will be made by the Company's management personnel as needed in order to assure Customer's satisfaction. Company shall document the inspection as a part of an ongoing maintenance log that will be used to document all maintenance, cleaning, and chemical applications during seasonal operations

POST CLOSING DAY STAFFING. At the request of the Customer, the Company may, if staff are available, staff and maintain the pool and provide all necessary services to allow swimming with a Lifeguard on duty after the last day of operation specified above (Closing Day). The Customer will notify the Company at least two (2) weeks in advance concerning post-Closing Day openings. The cost for post-Closing Day operation shall be billed to the Customer at the prevailing rate, which may change from year to year. The amount shall be payable to the Company on the initial day of post-Closing Day operation. This cost is to be extra to the contract in addition to the fees as provided hereinafter.

UNSUITABLE WEATHER. On rainy days, if the weather is still unsuitable for swimming at **4:00 p.m.**, the pool will be closed for the remainder of the day. Additionally, if the weather is unsuitable for swimming before **4:00 p.m.**, the pool will be closed, with no refund due to the Customer. Weather unsuitable for swimming includes:

(a) air temperature at or below 68 degrees Fahrenheit

(b) heavy rain

(c) severe weather

Company will work with Customer to reopen pool if weather becomes suitable for swimming early enough in the day.

AFTER-HOURS EVENTS. The Company **WILL NOT** provide lifeguards for after-hours events subject to the following:

The company shall provide no lifeguards beyond the normal closing and cleaning up time.9. **WADING POOLS**. (N/A) The company has no duties regarding the wading pool other than cleaning, maintaining water chemistry and backwashing filter.

10. **CLOSING (If Applicable)**. The pool will be considered closed to swimmers at the end of the day on the last day of operation as specified in Section 8 and the Company will close the

pool as soon after that date as the Company deems possible and no later than September 30th of each season. The Company will complete the following services, where applicable:

(a) Pump pool water to correct level.

(b) Prepare pool and pool plumbing lines for freeze protection; Company agrees to use common and accepted winterization techniques. The company will repair any freeze damage at the Company's expense, with the exception of damage due to circumstances beyond the Company's control. If a contractor is to be selected to complete a repair under this warranty, only the Company has the right to choose a contractor.

(c) Add anti-freeze to appropriate fixtures.

(d) Drain pumps and hair/lint strainer.

(e) Backwash and drain filter tanks.

(f) Open all valves to appropriate settings.

(g) Remove and store skimmer parts.

(h) Remove and store all movable ladders, lifeguard chairs, and diving boards when required for closing pool.

(i) Clean chemical feeders.

(j) Drain and store hoses.

(k) Lubricate filter system valves.

(l) Add winterization chemicals to pool.

(m) Install Customer's cover, if applicable.

(n) Store pool furniture at Customer's pool.

11. **WATER QUALITY**. Company will be responsible for maintaining the following chemical levels of the swimming pool water within the tolerances of the local health department while pool is open to swimmers:

Free Chlorine	1.0 to 3.0 PPM
pH	7.2 to 7.8
Total Alkalinity	80 to 120 PPM
Calcium Hardness	200 to 300 PPM
Chlorine Stabilizer	less than 100 PPM

At no time will the water chemistry cause a failure of permission to operate the pool granted by the local health department. In the event the local health department revokes permission to operate the pool due to improper water chemistry, Customer shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:

Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this Agreement).

All of the foregoing notwithstanding however, the Company shall be excused from maintaining water quality as established herein and the Customer shall be entitled to no refund in the event of any Act of God, repairs, interference by Customer, together with any and all other reasons beyond the control of Company.

Any work performed by Company shall be subject to the conditions in the "Repair Work" provision of this Agreement.

12. **REPAIR WORK**. During the term of this Agreement, the Company recommends compliance with the Virginia Graeme Baker Pool and Spa Safety Act. The Company also recommends that the Customer have its pool inspected annually by a licensed electrician and have all recommended electrical repairs completed by the inspecting electrician. During the term of this Agreement, the Company stands ready to perform any other installations or repairs needed to preserve Customer's pool aesthetics and/or to comply with State, Federal or local regulations, but Customer shall have the option of using its chosen contractor to perform any recommended repairs. To the extent permitted by law, the Customer agrees to indemnify, defend, and hold the Company harmless from all claims, injuries, damages, attorney's fees, and defense costs arising out of 1) repairs or renovations performed by any entity other than the Company, or 2) the failure of Customer to complete a) repair(s) or installations needed to comply with State, Federal or local regulations, or b) the above-described annual electrical inspection and recommended repair(s). Work will be billed as follows:

(a) Any repairs required as the result of error or negligence by the Company shall be paid for by the Company with no cost to Customer. Additionally, Company shall reimburse Customer for volume of water lost as a result of error or negligence.

(b) Company will perform minor repairs to the pool and recirculation system, as part of the service provided; however, the Customer shall pay for parts and/or materials. Company shall notify Customer prior to repair to allow Customer option of performing repair or purchasing parts and/or materials directly.

(c) For repair work or necessary equipment wherein, the cost does not exceed $175.00 , the Company shall bill Customer. Company shall notify customer of repair work needed and Customer shall have the discretion to perform the work within a reasonable amount of time before the Company undertakes the repair and bills customer.

(d) Any work or equipment more than $175.00 to be provided by the Company or Company's subcontractors will be provided and billed to Customer after approval. Such work or equipment shall be provided only upon the authorization of the designated representative of Customer, **Joseph Keel or Cindy Castle,** or in the event the Customer elects not to have such work

performed or equipment provided, Company may cancel this Agreement if said election interferes with the Company's ability to carry out its responsibilities under this Agreement.

13. **CHEMICALS AND SUPPLIES**.

Company agrees to supply, at its expense:

(a) Chlorine and pH control chemicals throughout the period of this agreement.

(b) The following pool and janitorial supplies:

Soap

Disinfectant

Paper towels

Deodorizer

Toilet tissue

Correct size trash can liners for the pool area and bathrooms

Glass cleaner

(c) Customer shall be responsible for providing, at no cost to Company, other equipment such as:

Water hoses	Life hooks
Pool vacuum heads	Trash receptacles
Pool poles	Water test kit
Pool vacuum hoses	Test kit reagents
Leaf eater	First Aid Kit
Rescue tubes	First Aid supplies
Ring buoys	Pool rules signs
Algaecides	Clarifiers
Phosphate Removers	Cyanuric Removers

For the Customer's convenience and for the efficient operation of the pool, Company will provide and invoice Customer for any of the items listed above that are not at the pool. Customer agrees to pay invoices for said supplies within thirty (30) days after invoicing.

(d) Additional chemicals or labor. If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer's equipment, or loss of water due (leak) to a defect in Customer's pool or recirculation system, Company shall notify Customer of such breakdown or defect immediately in writing, and if Customer elects not to remedy problem within seven (7) days of notice, Customer shall pay as an

additional charge the reasonable expense of all said additional chemicals and/or labor. Amount owed for chemicals and/or labor shall be paid by Customer within thirty (30) days after invoicing by Company.

14. **OFF-SEASON SERVICE (not included in this contract)**. The Company shall perform the following services at the Customer's pool during the off-season:

(a) Keep water pumped to correct level.

(b) Maintain pool water chemistry.

(c) Provide all chemicals to maintain pool water.

Customer to provide pool cover.

At the Customer's request, the Company will do a walk-through with a representative of the Customer to confirm that:

(a) The pool water is clear.

(b) The pool water chemistry is balanced.

(c) There is no biotic growth in the pool.

The time of such a walk-through shall be scheduled to meet the Customer's needs.

15. **INSTRUCTIONS**. Swimming instruction may be provided by the Company for Customer's members only. Instructions shall be given by a qualified individual, while not on duty as a lifeguard. Company shall have rights to swimming lessons at Customer's pool during the term of this Agreement. All Company insurance as described in Section 6 shall apply to Company's swimming instructors.

Arrangements for any instruction shall be made between the individual requesting instruction and the Company. Any resulting agreement shall be considered a contract between that individual and the Company; and Customer shall not be held liable for its enforcement nor for the collection of any fees due Company under the terms of that contract. The company shall be entitled to all fees paid for instruction provided by the Company's employee(s).

16. **COMPANY'S INDEPENDENT CONTRACTOR STATUS**. The company is, and at all times shall be deemed to be, an independent contractor in the performance of services under this agreement. Company and its representatives are not, and shall not be considered or permitted to be, employees, agents, servants, joint venturers or partners of Customer.

17. **ACCESS AND UTILITIES**. The Customer will permit and maintain free access to the pool site, and, upon signing Agreement, Customer will provide six (6) sets of keys to Company to open any and all locks required to operate the pool. The company shall keep and safeguard keys and release keys only to authorized personnel. Keys shall be returned to Customer in the event of termination of this Agreement.

Customer further agrees to furnish without cost to Company:

(a) Water.

(b) Electricity.

(c) 110-volt electrical outlet in pump room.

(d) Garbage pick-up service.

(e) Lifeguard stand(s) and umbrella(s) for lifeguard stand(s).

(f) Telephone.

(g) A secure and cooperative working environment at Customer's pool.

18. **TELEPHONE**. The customer shall be responsible for providing an operational telephone (not a pay phone) accessible to the Company's lifeguards at pool site. Consistent with health department regulations and for the safety of pool patrons the pool will only be open when the pool telephone is operational.

19. **EMERGENCY CLOSING OF POOL**. The Customer and/or Company may close the pool in an emergency, whether the emergency be caused by breakdown of equipment, or by other causes outside of the Company's control; this shall not require any change or adjustment in any of the provisions of this Agreement. Company shall notify customer immediately in writing when the pool is closed during the normal operating schedule. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the fifth day on a pro-rated basis. For purposes of this section, the daily operating cost is to be computed at one percent (1%) of the total contract cost until such time as the pool is reopened for normal operation. If the pool is not reopened for normal operation within thirty (30) days, Customer may cancel this Agreement by written notice to Company.

20. **CANCELLATION**. The Customer shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

(a) Customer shall notify Company in writing of any problem regarding performance as detailed in this Agreement. The company shall have 48 hours following notification to remedy the stated violation of contract.

(b) If the Company fails to remedy violation and continues to not perform as detailed in this Agreement; Customer may terminate Agreement by providing five (5) days' written notice to Company by certified mail.

(c) Customer may terminate this agreement at any time without cause by providing 30 (thirty) days written notice to Company by certified mail.

(c) In the event that the Customer terminates the contract by procedure stated above, the Customer shall either be entitled to a refund for money paid in advance or shall be responsible for a balance owed to the Company. Refund to be computed as follows:

A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by this Agreement. This daily price shall be multiplied by the number of days pool was operated under this Agreement. That amount shall be

subtracted from the total amount of the contract price paid to the Company by the Customer as of termination date. The resulting figures shall either be the refund to which the Customer is entitled, or the remaining balance owed to the Company.

(d) Refund or balance owed shall be paid within five (5) business days after termination. 21. **MISCELLANEOUS**.

(a) The Company shall display a sign on the pool premises designating the responsibility to the Company for the quality of the pool and the performance of the pool staff.

Revenue Sharing:

(b) Company (CPM) receives all gate admission fees. Gate admission fees are $3.00 per person (Seniors $1.00) and children under four are free).

(c) Company (CPM) receives all revenues from group, private & semi-private swim lessons. Registration will be handled by CPM. Water aerobics will be run by Lee County and responsible for collecting fees. CPM will provide (1) lifeguard per class. Lifeguard cost is included in the contract.

(d) The pool will not be rented out for afterhours functions.

(f) Senior Citizens (age 50+) will receive a discounted admission price of $1.00.

(g) Swim Team Lane rentals will be handled by CPM. CPM will receive all revenues. CPM will provide (1) lifeguard per practice. Lifeguard cost is included in the contract.

23. **PAYMENTS**. The Company hereby proposes to perform the work and services set forth above for the price of **(OT Sloan Pool)** $152,000.00 to the specifications, conditions and terms as set forth herein. Payments by Customer to Company shall be made in accordance with the following schedule:

(a)	One percent (1%) upon signing of Agreement or the annual renewal date of this Agreement.	$1,520.00
(b)	Nine percent (9%) on or before April 1 of each year.	$13,680.00
(c)	Fifteen percent (15%) on or before May 1 of each year.	$22,800.00
(d)	Twenty-four percent (24%) on or before June 1 of each year.	$36,480.00
(e)	Twenty-six percent (26%) on or before July 1 of each year.	$39,520.00

(f)	Twenty percent (20%) on or before August 1 of each year.	$30,400.00
(g)	Five percent (5%) on or before September 10 of each year.	$7,600.00
TOTAL:		$152,000.00

Payments are due as indicated above. All payments as specified above, not made on or before ten (10) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. Payments for repairs, equipment or labor, not made on or before thirty (30) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. In the event payments are not received within thirty (30) days from the due date for contract payments, and thirty (30) days from the due date for other payments, the Company shall have the right, at its option, and within its sole discretion to suspend, until all overdue payments are received, or terminate its services under this Agreement and in either case to withdraw and remove all personnel from Customer's pool facilities without any further or additional notice to Customer. During a period of suspension or after termination, control of the pool and premises will be surrendered to the Customer and, if operated, it is at the Customer's sole risk and liability. The customer agrees to indemnify and hold Company harmless for any claims arising from the use of the pool(s) during a period of suspension or after termination due to payment(s) not being received on time. Any such suspension or termination notwithstanding, Customer shall be fully responsible for all payments provided herein.

In the event that Company elects to pursue collection of any amounts due under this Agreement, Customer shall pay all said amounts, together with interest at the rate of 12% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorney's fees.

24. **CUSTOMER CONTACTS**:

PRIMARY CONTACT:

Name: **Cynthia Castle**

Title or Position: **Recreation Programmer**

Street: **2303 Tramway Road**

City: **Sanford** State: **NC** Zip: **27332**

Telephone: **(919) 775-2107**

Email: **ccastle@leecountync.gov**

RECREATION DEPARTMENT:

Name: **Joseph Keel**

Street: **2303 Tramway Road**

City: **Sanford** State: **NC** Zip: **27332**

Telephone: (**919**) **775-2107**

Email: **jkeel@leecountync.gov**

Name: **Lisa G. Minter**

Street: **408 Summit Drive**

City: **Sanford** State: **NC** Zip: **27330**

Telephone: (**919**) 718-4605 Ext. 5508

Email: **lminter@leecountync.gov**

BILLING ADDRESS:

Name Attention: Joseph Keel, Parks and Recreation Director

Street PO Box 1968

City: Sanford State: NC Zip: 27331

FACILITY INFORMATION:

Name: **O.T. Sloan Pool**

Street: **1420 Bragg Street**

City: **Sanford** State: **NC** Zip:**27330**

Telephone **(919) 776-9831**

25. **EXTENSION OF CONTRACT.** This Agreement may be renewed for up to three years on the same terms and conditions herein at the contract amount in effect for the immediately preceding year, plus an amount not to exceed 10% thereof, at the sole option of Company. In the event that Customer desires to renew and extend this Agreement as provided herein, Customer shall provide Company with written notice thereof on or before October 15 of the current year. In the event Company desires to not renew and extend this Agreement, Company shall provide Customer with written notice thereof on or before October 31 of the current year.

26. **GOVERNING LAW**. This Agreement shall be governed by the laws of the State of North Carolina.

27. **STRICT COMPLIANCE**. No failure of Company to exercise any power or right granted hereunder or to insist upon strict compliance by Customer with its obligations and duty

hereunder shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

28. **TIME OF ESSENCE**. Time is of the essence of this Agreement.

29. **ENTIRE AGREEMENT, MODIFICATION, BINDING EFFECT**. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings, or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding upon and enure to the benefit of the Customer and Company and to their respective heirs, successors, and assigns.

30. **RIGHTS CUMULATIVE**. All rights and powers under this Agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to all other provided at law or in equity.

31. **EXTENSIONS**. Unless other agreed to by Customer and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

32. **SEVERABILITY**. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

35. **THE COMPANY'S OPTION IN THE EVENT OF CHANGE IN LAWS**. If there is a change in local, state, or federal law concerning any cost aspect relating to this proposal, the company may present a new contract amount to Customer, which new Contract shall supersede and replace this Agreement. Customer shall have 30 days from the date of receipt of the new contract in which to accept or reject the new contract. In the event the Customer elects to reject the new contract, this contract may be terminated by either party.

36. **ACCEPTANCE**. Acceptance of this Agreement by Customer and Company through signatures below will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

37. **Non-Appropriation Clause**. Company acknowledges that Lee County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Lee County's obligations under this contract, then this contract shall automatically expire without penalty to Lee County thirty (30) days after written notice to Company of the unavailability and non-appropriation of public funds. It is expressly agreed that Lee County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Lee County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lee County's authority to continue its obligations under this contract, then this

contract shall automatically terminate without penalty to Lee County upon written notice to Company of such limitation or change in Lee County's legal authority.

38. **Compliance with E-Verify**. The Company 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.

39. **Divestment from companies that boycott Israel**. Company 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.

39. **Iran Divestment Act Certification**. The Company certifies that the Company 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) and the Company 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 the address and should be updated every 180 days.

40. **Non-Discrimination in Employment**. The Company will not discriminate again any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Company 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 Contract may be suspended or terminated, in whole or in part by the County. In addition, the Company may be declared ineligible for further contracts with the County.

Carolina Pool Management – Greensboro, Inc.

By: ***Angelo Kontoulas 2-12-24***

Officer

Lee County Government Representative

By: _____

Title of Officer: Board Chairman

Attest: _____

Title of Officer: Clerk to the Board

Date: 3-19-2024

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

_____

Finance Officer, Lee County

Payment Schedule

The Company hereby proposes to perform the work and services set forth for the price of **$153,500.00**, upon the specifications, conditions and terms as set forth herein. Payments by Customer to Company shall be made in accordance with the following schedule:

Payment Schedule	
One percent (1%) upon signing of Agreement or the annual renewal date of this Agreement.	$1,535
Nine percent (9%) on or before February 1 of each year.	$13,815
Fifteen percent (15%) on or before May 1 of each year.	$23,025
Twenty-four percent (24%) on or before June 1 of each year.	$36,840
Twenty-six percent (26%) on or before July 1 of each year.	$39,910
Twenty percent (20%) on or before August 1 of each year.	$30,700
Five percent (5%) on or before September 10 of each year.	$7,675

Services Total	
Total for all services listed above	**$153,500**

Proposal Expiration Option

This contract is voidable at the Company's option if not executed by the Customer and returned to the Company by **December 15, 2024**.



Swimming Pool Management Agreement
O.T. Sloan Park Pool 2025

This Agreement, between Carolina Pool Management-Greensboro, Inc. (the "Company") and Lee County Government-Parks and Recreation (the "Customer"), is to set the new fees for the 2025-2026 term of the Agreement. The Parties entered into an Agreement on March 18, 2024 and that Agreement allowed for a renewal for up to three years on the same terms and conditions in the 2024 Agreement. Both Parties agree to the following:

1. Both Parties agree to invoke the Extension of Contract from the Swimming Pool Management Agreement O.T. Sloan Park Pool 2024, signed on March 18, 2024, and agree to extend the contract until September 2, 2025.
2. Both Parties agree to the new payment schedule, as shown on Exhibit 1.
3. All other terms and conditions of the Contract from the Swimming Pool Management Agreement O.T. Sloan Park Pool 2024 remain in full force and effect.

Agreed to on this 17th day of February, 2025.

_____
Carolina Pool Management-Greensboro Inc.

_____
Kirk D. Smith
Chair, Lee County Board of Commissioners

Exhibit 1 Payment Schedule

The Company hereby proposes to perform the work and services set forth for the price of **$153,500.00**, upon the specifications, conditions and terms as set forth herein. Payments by Customer to Company shall be made in accordance with the following schedule:

Payment Schedule	
One percent (1%) upon signing of Agreement or the annual renewal date of this Agreement.	$1,535
Nine percent (9%) on or before February 1 of each year.	$13,815
Fifteen percent (15%) on or before May 1 of each year.	$23,025
Twenty-four percent (24%) on or before June 1 of each year.	$3 ,8 0
Twenty-six percent (26%) on or before July 1 of each year.	$39,910
Twenty percent (20%) on or before August 1 of each year.	$30,700
Five percent (5%) on or before September 10 of each year.	$7, 75

Services Total	
Total for all services listed above	**$153,500**

Proposal Expiration Option

This contract is voidable at the Company's option if not executed by the Customer and returned to the Company by **December 15, 2024**.



ITEM #: II.F

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: February 17, 2025

SUBJECT: E-Rate Letter of Agency

DEPARTMENT: Library

CONTACT PERSON: Kyle Edwards,

TYPE: Consent Agenda

REQUEST	Request BOC to authorize the County Manager to sign the letter of agency with local E-rate Services company and authorize the agent to file any and all documents on behalf of Lee County for e-rate services.
BUDGET IMPACT	Potential savings of $195,291 based on square footage of both the current and new libraries.
ATTACHMENTS	Letter_of_Agency__003_.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Authorize the County Manager to sign the letter of agency and authorize the agent to file any and all documents on behalf of Lee County for e-rate services.

SUMMARY

We are asking the Board to approve a letter of agency between Lee County and E-rate Services, LLC (a Sanford based company) that has been specializing in E-rate applications and processes for the Lee County Schools system and other school systems and libraries across the County for more than 20 years. The E-rate (defined below) application process is daunting to say the least and not something that Lee County staff has the resources, knowledge, or experience to accomplish on their own. However, applying for E-rate can save the County hundreds of thousands of dollars potentially. E-rate Services, LLC charges a very small percentage for their work, less than 5% of E-rate dollars resulting from the approved

application. E-Rate is an annual federal reimbursement program with approximately $4.456 billion+ for helping schools and libraries obtain Internet access and telecommunications. E-Rate is managed by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). USAC is a non-profit organization appointed by the FCC. The money comes from the universal service fee charged on telecommunications bills for all customers. This is not a grant and there are no matching funds required. This simply allows the County to tap into available federal dollars and pay 15% instead of 100% of Internet and telecommunications equipment costs. Without applying to this program the County would be responsible for 100% of the cost of telecommunications services that we would be purchasing regardless of E-rate approval or not.

Cindy Johnson
P.O. Box 987
cindyjohnson@erateservices.com
Sanford, NC 27331
919-353-1723

E-rate Services, LLC, Letter of Agency

E-rate Funding Year 2025 and Forward

I hereby authorize **E-rate Services, LLC**. to submit all FCC E-rate forms, and to act on our behalf on all matters related to the E-rate Funding Years 2025 and forward. I understand that, in submitting these forms on our behalf, you are making certifications for our organization. By signing this Letter of Agency, I make the following certifications:

(a) All libraries in our system are eligible for assistance from a State Library Administrative Agency under the Library Services and Technology Act of 1996 and do not operate as for-profit businesses and do not have endowments exceeding $50 million.

(b) Our libraries have secured access, separately or through this program, to the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively.

(c) Services the library purchases at discounts provided by 47 U.S.C.§ 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission.

(d) We will consider all bids submitted for E-rate services and will select the most cost effective one for our organization. Price will be given the greatest consideration.

(e) Our libraries have complied with all program rules and we acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. We acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

(f) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

(g) Required documents will be retained for a period of at least ten years after the last day of service delivered. However, documents may be retained for a greater period than this and all document storage will follow North Carolina Record retention law.

(h) To the best of my knowledge, the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that nothing of value was received as a gift from a service provider.

(i) I certify, on behalf of the entities covered by this Letter of Agency, that no E-rate funding requests shall be willing made in violation of FCC rules.

(j) I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product is prohibited.

(k) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to **E-rate Services, LLC** for E-rate submission is true.

Signature _____

Name (print) _____

Title _____

Date _____

ITEM #: II.G

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: February 17, 2025

SUBJECT: Refund and Release Report for January 2025

DEPARTMENT: Tax

CONTACT PERSON: Amy Armstrong,

TYPE: Consent Agenda

REQUEST	Approve the Refund and Release Report for January 2025.
BUDGET IMPACT	N/A
ATTACHMENTS	Gen Statute 105.pdf RELEASE CODES SPREADSHEET.pdf January 2025 Personal Property Abatement Report.pdf January 2025 Real Property Abatement Report.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Refund and Release Report for January 2025.

SUMMARY

This is a summary report of all refunds and/or releases processed during January 2025 for Personal and/or Real property bills.

§ 105-381. Taxpayer's remedies.

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

(1) For the purpose of this subsection, a valid defense shall include the following:

a. A tax imposed through clerical error;

b. An illegal tax;

c. A tax levied for an illegal purpose.

(2) If a tax has not been paid, the taxpayer may make a demand for the release of the tax claim by submitting to the governing body of the taxing unit a written statement of his defense to payment or enforcement of the tax and a request for release of the tax at any time prior to payment of the tax.

(3) If a tax has been paid, the taxpayer, at any time within five years after said tax first became due or within six months from the date of payment of such tax, whichever is the later date, may make a demand for a refund of the tax paid by submitting to the governing body of the taxing unit a written statement of his defense and a request for refund thereof.

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

RELEASE CODE DESCRIPTIONS

1		ALLOWABLE EXEMPTION NOT APPLIED
2		LAND USE DEFERMENT NOT APPLIED OR ABATEMENT MADE AFTER BILLING
3		PROPERTY DOUBLE LISTED BY TAXPAYER OR TAX OFFICE
4		TAX SITUS OF PROPERTY OUTSIDE JURISDICTION
5		REAL PROPERTY DATA IN ERROR
6		PERSONAL PROPERTY DATA IN ERROR
7		PROPERTY LISTED TO INCORRECT OWNER
8		LATE LIST PENALTY
9		TAXPAYER LISTED PERSONAL PROPERTY THEY DID
		NOT OWN
10		PROPERTY VALUE APPEALED TO ASSESSOR, BOARD OF E&R OR PROPERTY TAX COMMISSION
11		BUSINESS PERSONAL PROPERTY ASSESSMENT: NO LONGER OWNED OR OUT OF BUSINESS
12		PERSONAL PROPERTY SOLD PRIOR TO JAN 1ST.
13		TAX FORECLOSURE SALE
T		TAXPAYER
TO		TAX OFFICE
LR		LAND RECORDS
TA		TAX APPRAISAL
TOS		TAX OFFICE SOFTWARE
TFS		TAX FORECLOSURE SALE
GP		GARBAGE PICKUP
VA		VACANT OR ADJUSTMENT FOR WASTE FEE
CY		CITY OF SANFORD OR TOWN OR BROADWAY
B		BANKRUPTCY SETTLEMENT
A		AUDIT APPEAL OR ERROR

January 2025 Personal Property Abatement Report

Lee County, NC
From: 1/1/2025
To: 1/31/2025

Name	Value	County Tax	County Penalty	City Tax	City Penalty	District Tax	District Penalty	Total	Rel. Code
2024									
Refund									
DAVIS, DEBRA	$25,000.00	$162.50	$16.25	$0.00	$0.00	$27.00	$2.70	$208.45	T-1
Refund Totals:	**$25,000.00**	**$162.50**	**$16.25**	**$0.00**	**$0.00**	**$27.00**	**$2.70**	**$208.45**	T-7
Release									
MOORE, SANDRA	$3,020.00	$19.63	$1.96	$0.00	$0.00	$3.84	$0.38	$25.81	T-1
BERRYMAN, ANTHONY	$29,990.00	$194.93	$19.49	$0.00	$0.00	$32.38	$3.24	$250.04	T-6
SCHOCK, TERRY EARL	$30,693.00	$199.50	$19.95	$0.00	$0.00	$39.29	$3.93	$262.67	T-4
PENSKE TRUCK LEASING CO LP	$60,000.00	$390.00	$39.00	$321.00	$32.10	$0.00	$0.00	$782.10	T-7
CELIX, SANTOS	$54,520.00	$354.38	$35.43	$291.68	$29.17	$0.00	$0.00	$710.66	T-6
MURRIELL, CHRISTOPHER DOMINIC	$1,180.00	$7.67	$0.77	$0.00	$0.00	$1.50	$0.15	$10.09	T-6
SMOOTH LANDINGS LLC	$0.00	$0.00	$0.00	$0.00	$0.00	$390.00	$39.00	$429.00	T-4
SMOOTH LANDINGS LLC	$0.00	$0.00	$0.00	$0.00	$0.00	$64.80	$6.48	$71.28	T-4
Release Totals:	**$179,403.00**	**$1,166.11**	**$116.60**	**$612.68**	**$61.27**	**$531.81**	**$53.18**	**$2,541.65**	
2023									
Release									
BERRYMAN, ANTHONY	$31,420.00	$204.23	$20.42	$0.00	$0.00	$28.60	$2.86	$256.11	T-6
Release Totals:	**$31,420.00**	**$204.23**	**$20.42**	**$0.00**	**$0.00**	**$28.60**	**$2.86**	**$256.11**	
2022									
Release									
BERRYMAN, ANTHONY	$32,910.00	$240.24	$24.02	$0.00	$0.00	$37.84	$3.78	$305.88	T-6
Release Totals:	**$32,910.00**	**$240.24**	**$24.02**	**$0.00**	**$0.00**	**$37.84**	**$3.78**	**$305.88**	
2021									
Release									
BERRYMAN, ANTHONY	$34,470.00	$261.97	$26.20	$0.00	$0.00	$39.64	$3.97	$331.78	T-6
Release Totals:	**$34,470.00**	**$261.97**	**$26.20**	**$0.00**	**$0.00**	**$39.64**	**$3.97**	**$331.78**	

January 2025 Real Property Abatement Report

Lee County, NC
From: 1/1/2025
To: 1/31/2025

Name	Value	County	City	Fire District	Solid Waste	Total	Rel. Code
2024							
Refund							
GODFREY, GLENN	$0.00	$0.00	$0.00	$0.00	$300.00	$300.00	VA
Refund Totals:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$300.00**	**$300.00**	
Release							
S.A.L TRAILER SALES & REPAIR LLC	$0.00	$0.00	$0.00	$0.00	$150.00	$150.00	VA
Release Totals:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$150.00**	**$150.00**	
2023							
Refund							
GODFREY, GLENN	$0.00	$0.00	$0.00	$287.00	$0.00	$287.00	VA
Refund Totals:	**$0.00**	**$0.00**	**$0.00**	**$287.00**	**$0.00**	**$287.00**	

ITEM #: II.H

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: February 17, 2025

SUBJECT: Budget Amendment 02/17/25/13

DEPARTMENT: Finance

CONTACT PERSON: Jen Waterhouse,

TYPE: Consent Agenda

REQUEST	Approve Budget Amendment 02/17/25/13.
BUDGET IMPACT	See below.
ATTACHMENTS	Budget Amendment Packet 02-17-25-13v2.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approval of Budget Amendment 02/17/25/13.

SUMMARY

OSBM- Establishing fund- Allocating funds to the new fund per grant requirements- ($326,384) McKinsey Fund- Allocating funds to new fund - ($38,596) Library Project- Allocating ($34,000) donations from Friends of the Library

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS

FROM: LISA MINTER, LEE COUNTY MANAGER

SUBJECT: BUDGET AMENDMENT:# 02/17/25/13

DATE: February 17, 2025

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Fund Balance Appropriated	1100-3990-39900	Fund Balance Appropriated	9,335,828	14,198	9,350,026
				14,198	

SECTION II. THE FOLLOWING GENERAL FUND (1100) *EXPENSE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Misc Expense	1100-9800-49515	Transfer to Gen Government SR fund	-	326,384	326,384
Misc Expense	1100-9800-49525	Transfer to Mckinsey Opioid	-	38,596	38,596
		TOTAL CHANGES		364,980	

SECTION III. THE FOLLOWING GENERAL FUND (1100) *EXPENSE DECREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Human Resources	1100-4125-43100	Professional Services	5,600	5,600	-
Finance	1100-4130-41200	Salaries and Wages	510,171	27,859	482,312
Community Support Services	1100-4151-43310	Maintenance to Vehicle	1,901	1,601	300
Community Support Services	1100-4151-44830	Mckinsey Funds Expense	38,596	38,596	-
Social Services	1100-5313-47412	Kinship Placement	103,184	76,963	26,221
HS State Grant	1100-5817-48389	Non-recurring State Grants	200,164	200,163	1
		TOTAL CHANGES		350,782	

SECTION IV. THE FOLLOWING GENERAL GOVERNMENT STATE REV FUND (2117) REVENUE *INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Other Revenue	2117-3930-39700	Transfer from General Fund	-	326,384	326,384
		TOTAL CHANGES		326,384	

SECTION V. THE FOLLOWING GENERAL GOVERNMENT STATE REV FUND (2117) EXPENSE *INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Human Resources	2117-4125-43100	Professional Services	-	5,600	5,600
Finance	2117-4130-41200	Salaries and Wages	-	42,057	42,057
Community Support Services	2117-4151-43310	Maintenance to Vehicle	-	1,601	1,601
Sheriff's Office	2117-4310-43310	Maintenance to Vehicle	-	163	163
Social Services	2117-5313-47412	Kinship Placement	-	76,963	76,963
HS Non-Profit	2117-5815-48340	Boys and Girls Club	-	100,000	100,000
Senior Services	2117-5826-48389	Non Recurring State Grants	-	100,000	100,000
		TOTAL CHANGES		326,384	

SECTION VI. THE FOLLOWING MCKINSEY FUND (2118) REVENUE *INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Mckinsey Opioid	2118-3930-39700	Other Revenue	-	38,596	38,596
					-
		TOTAL CHANGES		38,596	
					-
					-
					-

SECTION VII. THE FOLLOWING MCKINSEY FUND (2118) *EXPENSE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Mckinsey Opioid	2118-4151-44830	McKinsey Funds Expense	-	38,596	38,596
		TOTAL CHANGES		38,596	

SECTION VIII. THE FOLLOWING LIBRARY PROJECT FUND (4841) REVENUE *INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Library	4841-3930-35090	Gifts	-	34,000	34,000
		TOTAL CHANGES		34,000	
					-
					-
					-

SECTION IX. THE FOLLOWING LIBRARY PROJECT FUND (4841) *EXPENSE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Library	4841-8100-46300	General Construction	19,057,090	34,000	19,091,090
					-
		TOTAL CHANGES		34,000	

KIRK SMITH, CHAIR

HAILEY HALL, CLERK TO THE BOARD

ITEM #: II.I

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: February 17, 2025

SUBJECT: Board of Equalization and Review Appointments

DEPARTMENT: Administration

CONTACT PERSON: Hailey Hall,

TYPE: Consent Agenda

REQUEST	Appoint Cecil Cameron, Halford Fore, Kenneth Harden, Herman Morris, Susan Alexander, Adela Costelow, and Benita Kay to the Board of Equalization and Review, and designate Kenneth Harden as the Chair.
BUDGET IMPACT	N/A
ATTACHMENTS	Resolution_Establishing_BOER.pdf AMENDED RESOLUTION FOR ESTABLISHMENT OF POLICY AND PROCEDURES FOR APPOINTMENTS TO COUNTY BOARDS.pdf
PRIOR BOARD ACTION	The Board previously appointed Adela Costelow and Benita Kay as alternates to the Board of Equalization and Review in April 2023. Both Ms. Costelow and Ms. Kay have been active members when called upon to fill in and, per the Board's amended Boards and Commissions Resolution, may be moved up to a regular seat if a vacancy occurs.
RECOMMENDATION	Appoint Cecil Cameron, Halford Fore, Kenneth Harden, Herman Morris, Susan Alexander, Adela Costelow, and Benita Kay to the Board of Equalization and Review, and designate Kenneth Harden as the Chair.
SUMMARY	

The Board of Equalization and Review will have seven vacancies as of March 1, 2025. The Clerk to the Board of Commissioners has advertised the vacancies and received five applications, four of which are reapplicants, as well as one new applicant. Staff is asking the Board of Commissioners to appoint the five applicants and two alternates to fill the seven regular seats on the Board of Equalization and Review. Additionally, the Board of Commissioners will need to select one of these individuals to serve as Chairperson and Staff is requesting the Board to approve Mr. Kenneth Harden as the Chair. The applications will be provided to the Commissioners under a separate cover.

LEE COUNTY

Committed Today for a Better Tomorrow

AMENDMENT TO THE RESOLUTION ESTABLISHING
THE LEE COUNTY BOARD OF EQUALIZATION & REVIEW

WHEREAS, N.C. General Statute § 105-322 authorizes the Board of Commissioners by resolution to appoint a special Board of Equalization and Review; and

WHEREAS, said statute requires that the resolution provide for the membership, qualification, terms of office, filling of vacancies on the board, and that the Board of Commissioners designate the chairman of the special board; and

WHEREAS, the board desires to establish a Board of Equalization and Review to perform those duties specified in N.C. General Statute § 105-322; and

WHEREAS, N.C. General Statute § 105-312 empowers the Board of Commissioners to delegate to the Board of Equalization and Review the right to compromise, settle, or adjust the county's claim for taxes resulting from property discovered under N.C. General Statute § 105-312 upon petition to the taxpayer in appropriate circumstances; and

WHEREAS, on October 16, 2006, this board passed a resolution delegating the power to adjust, settle or compromise all discovery type billings made pursuant to the provisions of N.C. General Statute § 105-312 to the Lee County Board of Equalization and Review; and

WHEREAS, on March 22, 2016, this board voted to amend the resolution and change certain characteristics of the Board of Equalization and Review, as further outlined below.

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

MEMBERSHIP:

A. The board shall consist of seven members and two alternates. Each sitting member shall have one vote.
B. Four members shall constitute a quorum.

QUALIFICTIONS:

A. Each member shall be of good moral character and shall have lived in Lee County for at least two years prior to his/her appointment.
B. Each member shall be the owner of real property located within Lee County.

TERM OF OFFICE:

A. Reappointments or new appointments shall be made by the Board of Commissioners as the various terms of the members and alternates expire. All such appointments shall be for a term of three years, pursuant to the Board of Commissioner's appointment policy.
B. Alternates shall be appointed for a term of three years.
C. If a vacancy occurs before an alternate or incumbent member's term expires, the appointment of a successor shall be for the unexpired term of the member vacating his or her position.

POWER AND DUTIES:

A. The powers and duties of this board shall be specified in N.C. General Statutes § 105-322 and Article 21 of the Machinery Act.
B. The power and duty of the Board of Commissioners to adjust, settle, or compromise tax billings and receipts issued and delivered to the tax collector pursuant to the provisions of N.C. General Statute § 105-312 is hereby delegated to the Lee County Board of Equalization and Review.

CLERK TO THE BOARD AND MINUTES:

The Tax Administrator shall serve as clerk to the board and attend all meetings of the board. In his/her absence, the Tax Administrator shall designate a staff member to serve as clerk to the board.

STAFF ASSISTANCE:

The board may call upon the Tax Administrator or any member of his/her staff, including mapping personnel, as well as the county attorney for assistance as needed.

COMPENSATION:

Members of this board shall be compensated at the rate of $15.00 per hour or fraction thereof. Members may also be compensated for mileage reimbursement at the current rate county employees receive.

APPOINTMENTS:

A. Appointments shall be made as provided herein and pursuant to the Board of Commissioners Appointments policy. A current roster shall be kept in the office of the Clerk to the Board of Commissioners.
B. The Chair to the Board of Equalization and Review shall be selected by the Board of Commissioners pursuant to N.C. General Statute **§ 105-322.**

EFFECTIVE DATE:

A. This Resolution shall become effective upon its adoption.

B. This Resolution shall be entered into the minutes of the meeting of the Board of Commissioners for April 4, 2016, and a copy thereof forwarded to the Department of Revenue within fifteen (15) days after its adoption.

Revised resolution adopted this 4th day of April 2016.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

Danielle Mahoney, Deputy Clerk

AMENDED RESOLUTION FOR ESTABLISHMENT OF POLICY AND PROCEDURES FOR APPOINTMENTS TO COUNTY BOARDS, COMMISSIONS, COMMITTEES OR AUTHORITIES

WHEREAS, it is the statutory duty of the Lee County Board of Commissioners, as the Governing Body of Lee County, to appoint persons to various boards, commissions, committees or authorities, to assist in the operation of County Government; and

WHEREAS, the Board of Commissioners wishes to appoint qualified, knowledgeable, and dedicated people to serve on the aforesaid boards, commissions, committees or authorities, and to that end solicits the interest and input of the citizens of Lee County in making said appointments; and

WHEREAS, the Clerk to the Board shall routinely advertise vacancies on boards, commissions, committees or authorities on the County website, and each year shall publish a vacancy advertisement through local media at least 60 days prior to the commencement of each fiscal year soliciting written applications from interested individuals; and

WHEREAS, the Clerk to the Board will present all applications received to the Lee County Board of Commissioners for their consideration for appointment of existing vacancies throughout the year and for vacancies expiring at the end of each fiscal year at the first regular meeting in June.

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

Section 1: The policy of the Lee County governing appointments to the various boards, commissions, committees or authorities made by the Board of Commissioners is as follows:

A. Any citizen of Lee County is eligible to serve on the appointed boards, commissions, committees or authorities of the County when such appointment is not prohibited by State statute.
B. The Board of County Commissioners may appoint non-resident Lee County property tax payers to serve on appointed boards, commissions and committees or authorities if a majority of the Board of Commissioners believes such appointment is in the best interest of the County. Such individuals shall be current on all taxes in his/her county of residence providing proof of their tax status prior to the appointment considered.
C. All appointments will be made according to the North Carolina or Federal Appointments Statute, Ordinance or By-Laws that create that board, commission, committee or authority.
D. No citizen of Lee County may serve in more than two (2) appointed positions at one time for which the Lee County Board of Commissioners is the appointing authority.
E. Unless otherwise stated by Statute, or By-Laws, all terms of office where terms of office are determined by the Board of County Commissioners, shall be three (3) years. With three year terms, an individual would normally serve a maximum of two (2) terms. An individual whose initial appointment is to fill an unexpired term or an initial staggered term of less than three years or is appointed as an alternate shall be eligible to serve the number of full-length terms

other members are eligible to serve unless prior to the time for reappointment that individual has already served six consecutive years in a regular (non-alternate) capacity. If the Board of Commissioners is unable to attract applicants for upcoming vacant positions or determines that an individual's continued contributions is needed to maintain the effectiveness of a board, commission committee or authority, the Board may waive this policy by proceeding with the appointment.

F. Appointments designated as an alternate may, without further action of the Board, fulfill a regular seat when a resignation or vacancy occurs. The length of the term will expire based on the original date of appointment. New appointments that are appointed to fulfill a seat that has been vacated with an unexpired term shall be appointed to fulfill the remaining length of the unexpired term.
G. Commissions, committees or organizations appointed for special ad hoc tasks shall be exempt from this Policy.
H. All Board members shall remain current on their taxes or be subject to removal from their appointment(s).
I. Immediate family members (i.e. parents, spouse, children, etc.) may not serve on the same board, commission, committee or authority.

Section 2: Attendance Requirement

Any member who fails to attend at least 75% of the regular meetings, except for excused illness, or other extraordinary circumstances, of the commission, committee, board or authority during any one calendar year period shall be removed from said commission, committee, board or authority. Each commission, committee, board or authority is hereby empowered to define the term "extraordinary circumstances" on a case-by-case basis and excuse absences because of illness and extraordinary circumstances. The Chairman of each commission, committee, board or authority shall notify the Commissioners of any member of whose unexcused absences exceed 25% of the regular meetings. Members not meeting this 75% attendance requirement may be removed by action of the Board of County Commissioners and replaced by another interested individual.

Section 3: Authority to Appoint and Remove

Pursuant to NCGS § 153A-76, the Board of Commissioners shall have the authority to appoint and remove members of appointed boards, commissions, and committees, or authorities, unless such authority is prohibited by North Carolina state law or federal law.

Resolution first adopted on May 19, 2008.

Previously amended on the following dates:

April 5, 2010
March 21, 2011
August 20, 2012
January 19, 2016
April 4, 2022

ITEM #: II.J

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: February 17, 2025

SUBJECT: Automatic Door Swing Replacements at the Lee County Enrichment Center - Sole Source Approval

DEPARTMENT: General Services

CONTACT PERSON: Nancy Veroni, General Services Administrative Officer

TYPE: Consent Agenda

REQUEST	Request the approval and authorization of sole source for replacement of two automatic door swings at the Lee County Enrichment Center by Dormakaba.
BUDGET IMPACT	Funds will be used from the General Services ADA Improvements line item in the amount of $6,727.54.
ATTACHMENTS	Dormakaba_Sole Source.pdf Proposal - Enrichment Center - Automatic Operators Replacement - Sanford, NC.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Request the approval and authorization of sole source for replacement of two automatic door swings at the Lee County Enrichment Center by Dormakaba.

SUMMARY

The Lee County Enrichment Center is in need of two automatic door swing replacements due to age and equipment failure and are unrepairable. Dormakaba currently provides the installation and service for the automatic swing doors at all the county facilities that have them. Approval of the sole source for Dormakaba increases operational efficiency for the County.

SOLE SOURCE JUSTIFICATION FORM
(for items costing $5,000.00 or more)

Vendor: Dormakaba

Item: AUTOMATIC SWING DOOR OPERATOR REPLACEMENTS AT THE ENRICHMENT CTR

Estimated expenditure for the above item: $ 6727.54

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

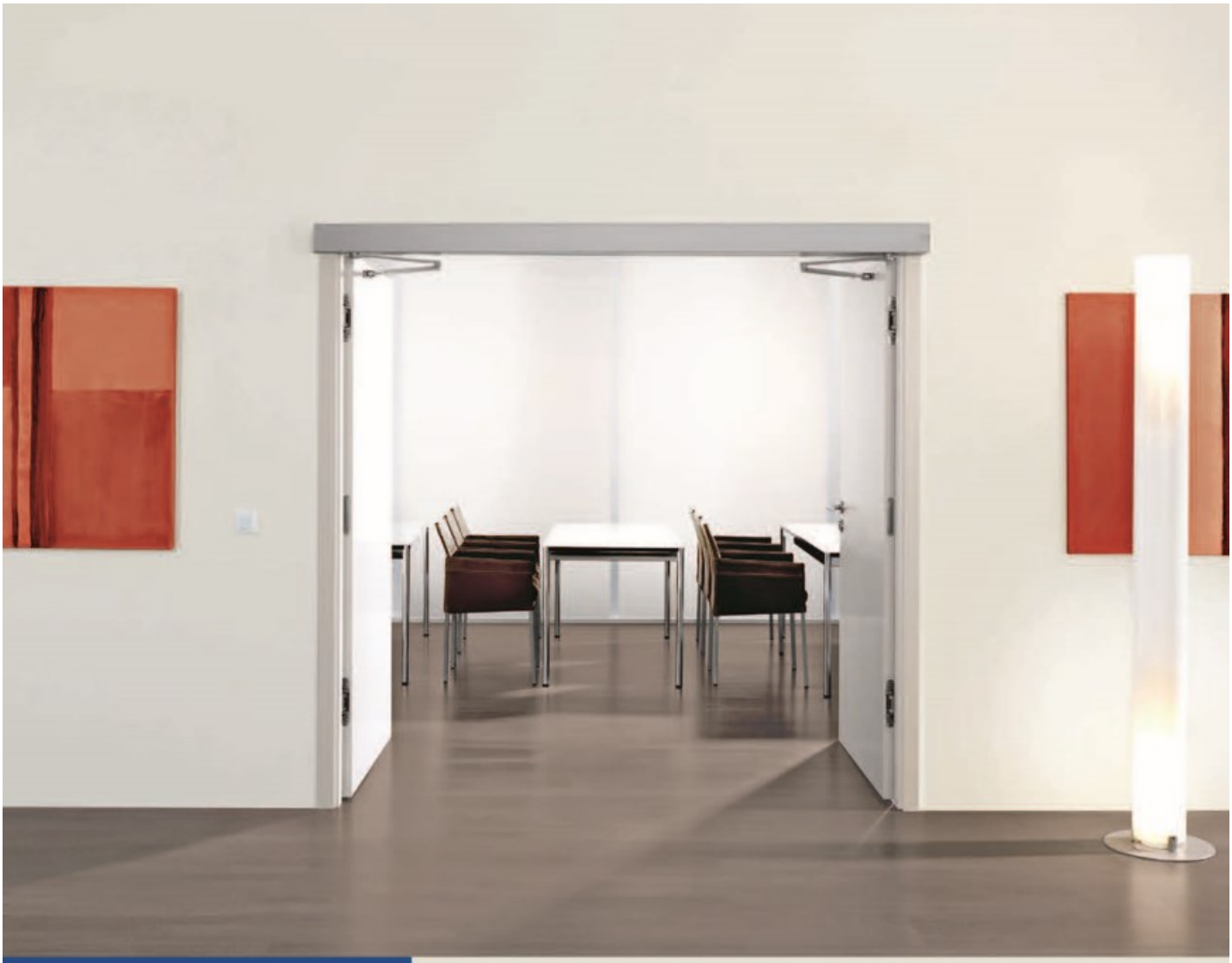
1. _____ Sole source is for the original manufacturer or provider. There are no area distributors.
2. _____ The parts/equipment are not interchangeable with similar parts of another manufacturer.
3. _____ This is the only known item or service that will meet the specialized needs of this department or perform the intended function.
4. ✔ The parts/equipment are required from this source to permit standardization.
5. _____ None of the above apply. A detailed explanation and justification for this sole source in contained in the attached memo.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

Ryan Faulk
Department

County Manager ($5,000 up to $30,000)
Board of Commissioners ($30,000 and up)

02-07-2025
Date



Automatic Swing Door Solutions

Enrichment Center - Automatic Operators Replacement - Sanford, NC

01115582
Lee County Enrichment Center
Ryan Faulk

Entrance systems

dormakaba

Ryan Faulk
Lee County Enrichment Center
1615 South 3rd Street
Sanford 27330

Feb 06 2025

Dear Ryan

RE: Enrichment Center - Automatic Operators Replacement - Sanford, NC

We appreciate the opportunity to submit our entrance systems proposal for your consideration. At dormakaba, we believe the customer comes first. Our solutions-guided team carefully assess your individual objectives and considers customer feedback vital to the successful completion of any project. Our purpose is to be your trusted partner throughout the product lifecycle and make access in life smart and secure.

Our corporate values underscore our brand promise;

- Customer First
- Performance
- Curiosity
- Courage
- Trust

As the world leader in holistic people flow control and access management systems, dormakaba builds trust one project at a time. Our products set the standard for lasting performance, quality, breadth and aesthetics. We provide seamless access solutions and services that not only make facilities smarter and more secure, but also give you the confidence of knowing we understand the complexity and challenges of designing welcoming entrances that provide a high degree of security.

With more than 16,000 employees worldwide and a consummate reputation spanning 150 years, dormakaba has established itself as a Tier 1 manufacturer with a complete product portfolio of sliding, swinging, and revolving doors and physical access systems.

From design consultation and specifications to installation and scheduled maintenance, smart access begins at dormakaba.

Yours sincerely,

Gisette Suarez
gisette.suarez@dormakaba.com
+1 9199067664

We are pleased to provide our quotation for the furnish and install of the following products:

Product Family	Product	Quantity
ED100	ED100 - Narrow 4"× 6" Header Surface Applied Single	2.00
Labor - Installation	Hours-NC L	
Freight	Freight	
	Subtotal	6,727.54
	TOTAL (US Dollars)	$ 6,727.54

dormakaba Proposal

Automatic Swing Door Operators Replacement

- Terms: Furnish and Install - Includes Demo of Existing Operators
- Model: ED100 Surface Mounted 4" x 6" Narrow Cover Automatic Swing Door Operator - Low Energy
- Quantity: Two (2) Singles
- Handing: Left Hand - Push
- Header Length: 39" (Doors 36")
- Finish: Clear Anodized Aluminum
- Activation: Existing Push Plates

Features

- Three Position Program Switch w/ connecting harness
- Microprocessor w/ 4 Quadrant Motor & Digital Encoder
- Integrated Sensor Communication & Inhibiting
- Lock Delay Output for Electrified Devices
- Advanced Power Assist Close Options
- Indefinite Power Hold Close Ability

General Notes

- Electrical power to headers provided by customer.
- Performed During Normal Business Hours Monday - Friday 8:00AM - 5:00PM.
- Any patch work or paint on wall repair will be excluded.

Estimated Lead Time

- Factory Lead Time: 1-3 Weeks
- Shipping: 7-10 Business Days

Warranty

- Auto Operator: 2 Year
- Labor: 1 Year

Exclusions

- 110VAC wiring, routing of and final terminations excluded
- Security, card access and fire alarm wiring, routing of and final terminations excluded
- Preparations of walls, ceiling, or floor surfaces to accommodate proposed equipment including but not limited to proper opening bracing, junction box installation and low voltage raceways from activating devices to devices locations to header mounting locations excluded
- Performance bonds, permits and or fees are not included on this quote
- This quotation is calculated on one continuous installation engagement based on acceptable site conditions
- These prices and terms are good for 30 days from the date of quotation

Freight: Included

Supply chain disruptions:

Global trade is experiencing delays at all factories and brands at this time. All brands are subject to short notice price increases and long lead times. This is beyond our control and therefore dormakaba and its manufacturing partners are not responsible for any delays or back charges due to project delays caused by the global shipping crisis, and raw materials shortage. Regardless of any Force Majeure or liquidated damages provisions, lead times at this time are estimated and not guaranteed. Should you have questions or concerns, please contact your local sales representative.

The following exclusions apply to all work performed by dormakaba unless specifically noted in our offering

- Sales tax is excluded
- Above described products are being offered & priced in good faith based upon provided information at the time of the proposal
- Labor for installation of above equipment shall occur weekdays during normal business hours
- Certified payroll, union labor or prevailing wage labor rates
- Unless otherwise indicated payment, terms are net 30 days based on an approved credit application
- This proposal is valid for 30 days from the quotation date

Prior to installation:

- Structural calculations, test reports or local authority building permits
- Signed & stamped drawings by Certified Professional Engineer
- Payment Bond or Performance Bond
- Removal & disposal of existing doors
- Demolition and rough opening preparation, ceiling and floor work
- Transom framing above door opening
- 110VAC or 220VAC electrical power supply to operator

During installation & logistics:

- Any hardware not specifically included in quote
- Low iron, Low E, security level & or non- standard glass
- Travel and labor will be billed at standard rates in instances when a customer confirms install readiness, but site is found not to be ready
- Temporary security, barricades, signage or board-up
- Offloading, cranage & lifting of equipment to opening

Connections:

- Electrical wiring, conduit or power supply to the operator
- Installation and connection of any materials furnished by others including but not limited to access control, fire or smoke alarms
- Low voltage wiring, conduit or wire mold to push plate, card reader or other access activation
- All security key cylinders

Surrounding Area:

- Perimeter caulking or sealants
- Trim work, ceiling or dry-wall materials or finishing shopfront work adjacent to opening

After Installation:

- Cleaning of site, disposal of crates & packing materials
- Protection of the opening after installation, onsite materials or temporary board-up
- Painting, repairing or replacing of floors, cracked tiles, walls, and ceilings
- Weatherproofing
- Maintenance Services & Extended Warranties

Acceptance of Quotation

By signing below, the Purchaser represents personally (i) they have read, understands, and agrees with the terms herein including the before mentioned exclusions, (ii) is holding themselves to be authorized agent to agree on behalf of their company or organization to the terms herein, (iii) and their company or organization is of sound financial standing so as to fully comply with the payment terms herein expressed.

Quote Name: Enrichment Center - Automatic Operators Replacement - Sanford, NC

Quote Number: 01115582

Account: Lee County Enrichment Center

Total: $ 6,727.54

Purchaser:

Accepted by: _____

Print name: _____

Date: _____



Terms and Conditions

These Terms and Conditions, including all writings attached hereto and writings incorporated herein by reference, if any, is intended by Buyer and dormakaba as the final, complete and exclusive statement of all of the terms of their agreement respecting the services provided under the Contract.

1. **Conditions of Services**
    a. All lead times will begin after receiving complete approvals of submittals, shop drawings, affecting change orders, and from approved credit application or receipt of agreed upon deposit amount.
    b. Please read proposal carefully as we will only perform work and/or provide materials contained therein.
    c. No provisions have been made for Union or Davis Bacon/Prevailing wages unless explicitly noted.
    d. All existing equipment removed by dormakaba shall be exclusive property of dormakaba.
    e. dormakaba will be responsible for scope housekeeping only. Composite clean-up crews will not be provided.
    f. We do not assume responsibility for faulty installation or broken glass by others.
    g. Clerical errors subject to correction.
2. **Compensation**
    a. **Payment:** Full payment is due upon completion unless credit is pre-established. For any work requiring materials purchase or scheduling, a 50% deposit is due at time of proposal acceptance. Twenty percent (20%) of the Contract value may be billed after job award. Joint check agreements may be requested at the discretion of dormakaba. If payment is outstanding for any one account, work may be stopped, and outstanding orders cancelled until account is restored. Should dormakaba require the use of collection, attorney's fees, or fees for insufficient funds, Buyer agrees that these funds will be repaid to dormakaba. dormakaba retains the right to file a lien against all or part of the property being improved. dormakaba reserves the right to add a 2.5% charge if invoice becomes delinquent beyond terms. Buyer agrees to pay a service charge of one and one-half percent (1½%) per month, commencing thirty (30) days following invoice.
    b. **Price & Tax:** Quoted price is valid for 30 days. Please validate pricing after this period of time. dormakaba reserves the right to revise quotations after 30 days. Tax is excluded unless specifically stated on proposal. This price is firm for dormakaba dimensional & design standards only.
    c. **Back-Charges:** Under no circumstances will dormakaba approve back-charges unless granted in writing by an authorized party of the company.
3. **Cancellation:** In the event an order is cancelled, it will be subject to standard 20% restocking fees, cancellation fees, engineering fees, materials & freight costs incurred, and administrative fees. Standard cancellation is 20% of order as long as no materials have been ordered. Should Buyer release material orders, Buyer will be liable for that portion of the job and 20% of the remaining amount of work unperformed/unordered.
4. **Performance & Delivery:** dormakaba shall not be liable for delays in schedule, liquidated damage, or additional costs incurred due to issues beyond dormakaba's reasonable control. Buyer shall accept a mutually acceptable secondary plan of expedited costs, substitutions, or materials purchased at additional expense. dormakaba assumes no responsibility for materials replacement if materials were previously received, inspected, and accepted by Buyer.
5. **Freight:** Lead times are based on standard requirements by factory to provide materials proposed. Ship dates will be provided as estimate only once order is placed with the factory. Adequate packaging will be provided for any normal shipping circumstance such that materials will be protected and labelled as required. Special packaging may be provided for an additional expense. Shipping will be cost effective unless expedited fees are accepted by Buyer. If materials are to be provided to job site or Buyer location, dormakaba will make an informed decision as to the best instruction to provide the shipping company. If materials are not required to have direct delivery, materials will be brought to branch for pickup by Buyer. All freight terms shall be FOB. Any claims for damage in transit or lost freight, receiving, and inspection of materials is the responsibility of Buyer. It is a requirement of Buyer to inspect and review all materials prior to accepting shipment.
6. **Site Requirements for Installation:** Our quotation is contingent upon all work being performed during normal business hours unless otherwise negotiated and a mutually agreeable schedule. This quotation is calculated on one continuous installation engagement based on acceptable site conditions where other dependent scopes have completed preparation for proposed materials (i.e. electrical work, floor work, adjacent construction). When Buyer has given authorization for work to begin, no other scopes may impede our ability to complete installation in agreed upon area. dormakaba reserves the right to invoice for costs that are incurred due to unacceptable site conditions or delays by others resulting in additional installation visits.
7. **Storage:** dormakaba reserves the right to implement a storage fee if delivery is delayed after agreed upon date. Should project timeline require storage of materials, dormakaba reserves the right to bill for those materials at the time they have been received at a dormakaba location, Buyer location, or at job site. Certificate of insurance for stored materials can be provided to buyer upon request.
8. **Submittals:** Signed acceptance by Buyer of shop drawings and/or submittals shall be interpreted as acceptance that proposed scope is the correct interpretation of construction documents. Any field verification and/or work required by others as detailed in the submittal will be provided and coordinated by Buyer.
9. **Timelines & Commencement of Work:** Work shall not begin, nor shall orders be placed for any projects until all shop drawings and submittals have been approved in writing by Buyer. Prerequisite to commencement of work is the approval of any cost changes and related scope information which have affected scheduling of work or ordering of materials. Approved credit application or receipt of agreed upon deposit amount must be received prior to commencement of work or ordering of materials. Prices are subject to undetermined escalation costs after thirty (30) days. Ship dates are approximate and subject to change.
10. **Warranty:** dormakaba will provide one (1) year warranty on materials to be free from manufacturer defects and on installation labor performed. Extended warranties are available for an additional cost. dormakaba is not responsible for defects or damages caused by wear and tear, consumable materials, vandalism, fires, storms, floods, acts of God, misuse, abuse or alteration on by any company other than dormakaba. No credit will be provided for any work completed by others during warranty term. dormakaba reserves the right to withhold the performance of warranty work if Buyer payments have become past due. Warranty work will be performed during normal business hours with our standard response times. Any warranty work taking place beyond normal business hours or with expedited response time may be billable. In the event that Buyer, its agents, employees, successors, and/or assigns tampers with, misuses, removes any parts, or adds any parts or equipment, Buyer agrees to indemnify, save and hold harmless dormakaba, its agents, employees, successors, and/or assigns, from any and all liability, damages, or losses, including reasonable attorney's fees, arising out of, or incidental to, the aforementioned conduct. dormakaba warrants that all goods manufactured by dormakaba and all services provided by dormakaba hereunder will be free from defects in workmanship and materials for twelve (12) months from the date of Delivery to the carrier, unless sold as "With All Faults", "Shop", "As Is", "As They Stand" or other similar designation. Products repaired or replaced under the warranty are warranted only through the remainder of the original warranty period.
11. **Insurance:** Insurance certificates will be provided upon request. Coverage is limited to the types and amounts that will be detailed on dormakaba's certificate. Cost for special insurance requirements such as OCIP, CCIP, is excluded from proposal.
12. **Limitation of Liability:** The statute of limitations application to all claims arising under these Terms and Conditions or otherwise shall be 180 days from the date the claim occurs. dormakaba shall not be liable for any loss, damage or injury resulting from delay in delivery or installation of the products or for any failure to perform which is due to circumstances beyond our control. The maximum liability, if any, of dormakaba for all damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from dormakaba's breach of these Terms and Conditions, breach of warranty, negligence, strict liability, or other tort, with respect to the product(s) or any services in connection with the product(s), is limited to an amount not to exceed the purchase price of the product(s). In no event shall seller be liable to Buyer for any incidental, consequential, or special damages, including without limitation, lost revenues and profits even if the dormakaba has been advised of the possibility of such damages. The right to recover damages within the limitations specified is Buyer's exclusive alternative remedy in the even that any other contractual remedy fails its essential purpose.
13. **THE CONTRACT:** Signature by the Buyer of the Proposal or Contract shall initiate acceptance of a binding contract subject to the terms and conditions set forth herein. It is incumbent upon the Buyer to review these terms and conditions and warrants by signature that the signor is a competent representative of their company. dormakaba recognizes that Buyer may desire to utilize its own form of acknowledgment or acceptance of the Proposal. However, the use of any such form shall be for convenience only. No modification of these terms shall be affected by the acknowledgment or acceptance of purchase order, shipping instruction forms, bills of lading or any other document containing terms or conditions at variance with or in addition to those set forth herein, all such varying or additional terms being hereby objected to and rejected by dormakaba and deemed to be waived by Buyer. BY ORDERING ANY SERVICES OR PRODUCTS UNDER THIS CONTRACT, BUYER AGREES TO ALL THE TERMS CONTAINED HEREIN.

ITEM #: II.K

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: February 17, 2025

SUBJECT: Cooling Coil Replacement for Rooftop HVAC Unit at the Daymark Building - Sole Source Approval

DEPARTMENT: General Services

CONTACT PERSON: Nancy Veroni, General Services Administrative Officer

TYPE: Consent Agenda

REQUEST	Request the approval and authorization of sole source for replacement of the cooling coil for the rooftop HVAC unit at the Daymark Building by Dail Mechanical.
BUDGET IMPACT	$24,390.00
ATTACHMENTS	Dail Mechanical_Sole Source.pdf Dail Mech_Proposal for coil replacement_Daymark Facility.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Request the approval and authorization of sole source for replacement of the cooling coil for the rooftop HVAC unit at the Daymark Building by Dail Mechanical.

SUMMARY

The cooling coil on the rooftop HVAC unit at the Daymark Mental Health building is leaking and needs to be replaced. Due to warranty issues, it is in the County's best interest for Dail Mechanical to replace the coil. Dail Mechanical was the original installer of this unit.

SOLE SOURCE JUSTIFICATION FORM
(for items costing $5,000.00 or more)

Vendor: Dail Mechanical

Item: COOLING COIL REPLACEMENT FOR ROOFTOP HVAC UNIT AT THE DAYMARK BUILDING

Estimated expenditure for the above item: $ 24,390.00

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. _____ Sole source is for the original manufacturer or provider. There are no area distributors.
2. ✔ The parts/equipment are not interchangeable with similar parts of another manufacturer.
3. ✔ This is the only known item or service that will meet the specialized needs of this department or perform the intended function.
4. _____ The parts/equipment are required from this source to permit standardization.
5. _____ None of the above apply. A detailed explanation and justification for this sole source in contained in the attached memo.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

Ryan Faulk
Department

County Manager ($5,000 up to $30,000)
Board of Commissioners ($30,000 and up)

02-07-2025
Date

PROPOSAL

Dail Mechanical Inc.
3200-110 Glen Royal Road
Raleigh, North Carolina 27617
(919) 307-3100
FAX (919) 307-8007

NC License #7422

PROPOSAL SUBMITTED TO Lee County, NC	**DATE** February 7, 2025
STREET 805 South Fifth Street	**JOB NAME** Evaporator Coil Replacement
CITY, STATE AND ZIP CODE Sanford NC 27330	**JOB LOCATION** Lee County Mental Health 130 Carbonton Road Sanford NC 27330
ARCHITECT	**DATE OF PLANS**

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Dail Mechanical proposes to provide labor and materials to replace evaporator coil in HVAC rooftop unit at Lee County Mental Health Building. We include the following:

1. Recover remaining refrigerant from unit.
2. Disassemble unit as required.
3. Using a crane, remove old coil and install new coil.
4. Pressurize system with nitrogen to verify no further leaks and evacuate thoroughly.
5. Add back in recovered refrigerant and any new required per factory specifications. Start up and check out will be performed. Proper operation will be verified.

Work will be performed during on a weekend, except refrigerant will be recovered the Friday before work is done.
We appreciate the opportunity to offer this service. Please call if you have any questions.

We hereby propose to furnish material and/or labor - complete in accordance with above specifications, for the sum of
TWENTY FOUR THOUSAND THREE HUNDRED NINETY DOLLARS ($24,390.00)
(Note: Sales tax is excluded.)

PAYMENT TO BE MADE AS FOLLOWS:
PAYMENT DUE 10 DAYS FROM DATE OF INVOICE

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COST WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE.

AUTHORIZED SIGNATURE _____
BILL DAIL

NOTE: WE MAY WITHDRAW THIS PROPOSAL IF NOT ACCEPTED WITHIN 30 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE _____
DATE _____

ITEM #: II.L

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: February 17, 2025

SUBJECT: Rescind the Resolution Approving a Brand Specific Chiller for the Lee County Courthouse Chiller Replacement Project

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish ,

TYPE: Action Item

REQUEST	Rescind the Resolution Approving a Brand Specific Chiller for the Lee County Courthouse Chiller Replacement Project.
BUDGET IMPACT	N/A
ATTACHMENTS	Resolution Rescinding Brand Specific Chiller Courthouse Final .pdf Resolution Brand Specific Chiller Courthouse Signed.pdf
PRIOR BOARD ACTION	At its January 6, 2025 regular meeting, the Board approved a Resolution Approving a Brand Specific Chiller for the Lee County Courthouse Chiller Replacement Project
RECOMMENDATION	Rescind the Resolution Approving a Brand Specific Chiller for the Lee County Courthouse Chiller Replacement Project.

SUMMARY

At its January 6, 2025 regular meeting, the Board approved a Resolution Approving a Brand Specific Chiller for the Lee County Courthouse Chiller Replacement Project. However, upon further review with the engineer, staff has determined it is in the best interest of the County to move forward with bidding without designating a specific brand. One chiller will be replaced in this fiscal year, and the second chiller will be replaced in the next fiscal year, allowing an

opportunity for any brand to be sufficient for the current project; however, upon replacement of the second unit, there will need to be assurances during procurement that the two systems are compatible to work in synchrony with preestablished equipment.

Resolution Rescinding the Previously Adopted
Resolution Approving a Brand Specific Chiller for the
Lee County Courthouse Chiller Replacement Project

Whereas, the Board adopted a Resolution Approving a Brand Specific Chiller for the Lee County Courthouse Chiller Replacement Project at its January 6, 2025; and

Whereas, upon further review with the engineer, it has been determined it is in the best interest of the County if the Board rescinds the Resolution Approving a Brand Specific Chiller for the Chiller Replacement Project and allow the bid to move forward without the brand specific information;

Whereas, this first chiller will be replaced in this fiscal year and the second chiller will be replaced in the next fiscal year, and therefore, it does not seem to be necessary to designate the brand name at this time.

Now, Therefore Be it Resolved by the Board of Commissioners, the following:

1. The Resolution Approving a Brand Specific Chiller for the Lee County Courthouse Chiller Replacement Project adopted at its January 6, 2025 meeting, be rescinded.
2. The preparation of bid documents for the chiller at the Lee County courthouse move forward without the brand specific requirements.

Adopted this the 17th day of February, 2025.

_____
Kirk D. Smith
Chair, Lee County Board of Commissioners

Attest:

_____
Hailey Hall, Clerk to the Board of Commissioners

Resolution Approving a Brand Specific Chiller for the
Lee County Courthouse Chiller Replacement Project

Whereas, currently, there are two 115-ton chillers located at the Lee County Courthouse and the Lee County Board of Commissioners has budgeted in the FY2024-2025 budget for General Services to replace one of the 115-ton chillers; and

Whereas, the two 115-ton chillers are manufactured by YORK; and

Whereas, North Carolina General Statute 133-3 governs when a preferred brand alternate is necessary for a project, the owner must approve the preferred alternate when it will provide cost savings, maintain or improve the functioning process or system affected by the preferred item and there is a justification of these criteria to the public; and

Whereas, General Services is replacing one of the 115-ton YORK chillers located at the courthouse and to ensure compatibility and for cost-savings of maintenance, General Services is requesting bid specifications to allow for YORK preferred brand alternates in the bid documents.

Now, Therefore Be it Resolved by the Board of Commissioners, the following:

1. The bid specifications to replace one of the 115-ton chillers at the courthouse for FY2024-2025, can include a brand specification alternate for YORK manufactured chillers based on the cost savings and to improve functioning of the current system, as detailed in the attached letter from General Services.
2. The performance standards should include a functioning 115-ton chiller with a system sufficient to heat and cool the Lee County Courthouse and as further described in the bid specification documents.
3. The bid document should include a deadline for bidders to submit items of equal or equivalent design to the brand alternate for approval or disapproval by the engineer. The engineer will approve or disapprove any substitute items submitted by bidders and notify them of their approval or disapproval, before bid opening. After bid opening, the owner will determine whether to award the base bid or bid with preferred bid alternate.

Adopted this the 6th day of January, 2025.

Kirk D. Smith
Chair, Lee County Board of Commissioners

Attest:

Hailey Hall, Clerk to the Board of Commissioners

ITEM #: II.M

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: February 17, 2025

SUBJECT: ADD ON - CDBG Neighborhood Revitalization Grant and Project Ordinance

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish ,

TYPE: Action Item

REQUEST	To approve the CDBG Neighborhood Revitalization Grant and Project Ordinance and authorize the Chair to sign the Grant Agreement and any other documents related to this grant.
BUDGET IMPACT	This is a reimbursable grant with the CDBG program in the amount of $950,000 with no local County match.
ATTACHMENTS	CDBG 23-C-4168 Funding Approval.pdf CDBG 23-C-4168 Grant Agreement.pdf 2024 CDBG-NR Grant Project Ordinance.pdf
PRIOR BOARD ACTION	The Board held two public hearings on the grant application, August 19, 2024 and October 7, 2024.
RECOMMENDATION	To approve the CDBG Neighborhood Revitalization Grant and Project Ordinance and authorize the Chair to sign the Grant Agreement and any other documents related to this grant.

SUMMARY

The County, through the City of Sanford's Community Development Department, applied for the North Carolina Department of Commerce Small Cities Community Development Block Grant (CDBG) Neighborhood Revitalization Program. The funds are to be used for housing rehabilitation activities that benefit low and moderate income persons. The project will consist of five units for housing rehabilitation/reconstruction. The total budget for the project is $950,000, which will be reimbursable and with no local County match. The Board has held two

public hearings on the application. In January 2025, staff was made aware the County was approved for the grant. At this time, the County needs to authorize the Chair to sign the grant agreement and any documents related to the grant, as well as adopt the project budget ordinance.

NC DEPARTMENT of COMMERCE
RURAL ECONOMIC DEVELOPMENT

Community Development Block Grant Neighborhood Revitalization Program

Funding Approval

1. Name and Address of Recipient

Lee County
408 Summit Drive
Sanford, NC 27331

2. Grant Number and Funding Approval Date

Grant Number: **23-C-4168**
Date of Original Funding Approval: 1/15/25
Date of Amended Funding Approval:

3. Approved Projects	**Approved Amount**
Lee County CDBG NR Project	$950,000.00
Total Grant Award	**$950,000.00**

4. Funding Approval Conditions

The following conditions must be removed in writing by the Rural Economic Development Division in order for all funds to be released for the approved project(s) listed in item (3) above:

A. Administration Contracts/Inter-local agreements Condition:

No funds may be obligated or expended in any project activity except the administration activity until the recipient has submitted either a copy of the contract awarded for administration of this grant or a statement signed by the CEO stating that the contract will be administered internally.

B. Use of Experienced CDBG Administrator:

No funds may be obligated or expended for the administration activity until the recipient has submitted a statement signed by the CEO stating that they will be using an experienced CDBG administrator or local government staff. This person should be one who has administered more than one (1) CDBG project. Please note that if issues result from the CDBG administrator, the local government will be subject to 4 NCAC 19L.

C. Environmental Condition:

No funds may be obligated or expended in any project activity except for the administration activity in the C-1 project until the recipient has complied with the Environmental Review Procedures for the N.C. CDBG Program and the CDBG regulations contained in 4 NCAC 19L.1004.

D. Performance Based Contract Condition:

No funds may be obligated or expended in any project activity except for the administration activity until the recipient has returned to REDD one copy of the properly completed Performance Based Contract signed by the CEO.

E. Citizen Participation Condition:

No funds may be obligated or expended in any project activity except for the administration activity until REDD is provided with the following documentation of compliance with citizen participation requirements in the application process [4NCA 19L.1002(b)]: publisher's affidavits of notices for and certified minutes signed by the county clerk of the two required public hearings.

F. Build America, Buy America (BABA) Act Condition:

No funds may be obligated or expended in any project activity except for the administration activity, if applicable, until the recipient provides a statement to REDD on its letterhead acknowledging awareness of the Build America, Buy America requirements for CDBG grants.

G. Work-Write-up Condition:

No funds may be obligated or expended in any project activity except for administration until REDD is provided with a written acknowledgement signed by the CEO that work writeups on all selected units to REDD prior to the rehabilitation of the units.

5. Signature of Authorized Official

Valerie Fegans — 1/15/2025

Name: Valerie Fegans — Date

CDBG Director

Title

---

6. Signature of Authorized Local Official

Name — Date

Title

NC DEPARTMENT of COMMERCE
RURAL ECONOMIC DEVELOPMENT

Grant Agreement

Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Program

This grant agreement for the Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Program is entered into between the North Carolina Department of Commerce (DOC), Rural Economic Development Division and **Lee County**, on this 15th day of January 2025.

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide **Lee County** the ("Recipient" and collectively with DOC, the "Parties"), Community Development Block Grant (CDBG) assistance under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient's compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect. The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient.

The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. Definitions. Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.

   (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.

   (b) Recipient means **Lee County**, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.

   (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.

   (d) "Assistance" or "Grant" means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements, and regulations, in the amount of **$950,000.00** except as modified.

(e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient's approved application, as may be modified.

(f) The date for receiving the grant means the date of the REDD Director's signature on the Grant Agreement and Funding Approval.

2. Timely Execution. Due to the need to expedite the use and expenditure of CDBG funds, Recipient's failure to execute and return a copy of the Agreement within 60 days of the date of the Rural Economic Development Division (REDD) Director's signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.

3. Obligations of the Recipient. The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste, and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG HUD Program Requirements and any subsequent amendments, regulations, or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq*), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC's CDBG Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient's own approved CDBG application to DOC, as may be amended with DOC approval.

4. Obligations of Recipient with Respect to Certain Third-Party Relationships. Recipient is responsible to **DOC** for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations, and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient's certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the

Recipient's contract with the third party must require the third party to comply with this Agreement, all applicable laws, rules, regulations, and requirements, including but not limited to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered into by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG program.

6. Conflict of Interest. Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict-of-interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.

In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict-of-interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.

8. Recordkeeping Requirements. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 ("Recordkeeping"), 24 C.F.R. 570.490 ("Recordkeeping Requirements"), 24 C.F.R. § 570.506 ("Records to be maintained") and 24 C.F.R. § 85.42 ("Retention and Access Requirements for Records") as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.

9. Access to Records. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.

10. Release of Personal, Financial and Identifying Information. To ensure and document compliance with CDBG income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to any and all information relating to the Program to

DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC's request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.

11. Project Savings. The Recipient is obligated to contribute 100 percent of its pledged **cash** contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**

12. Expenditure of Non-CDBG Funds. The recipient must ensure that non-CDBG funds are expended along with CDBG funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.

13. Method of Payment. The Department of Commerce uses the Office of State Controller (OSC) to make CDBG payments to units of local government.

14. Fair Housing. Recipients of CDBG funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. Recipients with 10,000 persons or more will be required to complete an Analysis to Impediments to Fair Housing Choice Study. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found on the DOC website at www.commerce.nc.gov .

15. Equal Employment and Procurement Opportunity. A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance, and complaint tracking.

16. Local Economic Benefit (Section 3 Regulation). For each year that a CDBG is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG assisted project are identified and made available to low-income residents within the CDBG assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical targets for new hires set forth in the Section 3 regulation, which applies to Recipients receiving $200,000 or more in non-administrative line items expended for construction contracts and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

17. Section 504 and ADA. Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG assisted project.

18. Environmental Review. Recipients of CDBG funds are required to complete the document entitled "Environmental Review Procedures for the CDBG Program." Once the Environmental Review Record (ERR) is received, REDD will review for completeness. Recipients cannot conduct any program activities until REDD issues an environmental clearance.

19. Language Access Plan (LAP). Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will be required to submit a language access plan using the approved template from REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.

20. Federal Funding Accountability and Transparency Act (FATA): The Recipient must also comply with provision of FATA, which includes requirements on executive compensation, and 2 C.F.R., Part 170 Reporting Subaward and Executive Compensation Information.

21. Procurement Standards. Where applicable, Recipient shall follow the procurement standards established in the "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 4 N.C.A.C. 19L.0908.

    a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).
    b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines, and procedures, including those set forth in Office of Management and 2 C.F.R. Part 200 ("Cost Principles for State and Local Governments").

In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its

officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to, and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

22. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG programs, including but not limited to the rules set forth in 4 N.C.A.C 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-projects):
    a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
    b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
    c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
    d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

23. Architectural Barriers. Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed, or altered with CDBG Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations, or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):
    a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.
    b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in

4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.

c. Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.

d. North Carolina Building Code. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.

24. Change of Use of Real Property. Recipient agrees not to change the use or planned use of any property acquired with CDBG funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.

25. Obligation of Recipient with Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low or moderate income person by the time close-out occurs.

26. Utility Assessments or Fees: Assessments or fees to recover the CDBG funded portion of a utility project may be charged to properties not owned and occupied by low- and moderate-income persons. Such assessments are program income and, as such, must be used for eligible CDBG activities that meet a CDBG national objective.

27. False or Misleading Information. Recipient is advised that providing false, fictitious, or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.

28. Disputes with DOC. If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Valerie Fegans, CDBG Director, Department of Commerce – Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division ["REDD"] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to "contracts, disputes, protests, and/or claims arising out of or relating to the implementation of the [CDBG]." This includes actions arising out of or related to this Agreement or the Program.

29. Disputes or Complaints by Subrecipients or Other Entities. Recipient is responsible for developing, implementing, and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons

or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient's dispute resolution procedure shall provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

30. Schedules

(a) Schedule for Release of Conditions and Completion Activities. **The Recipient must satisfy all Funding Approval Conditions to release CDBG funds within 3 months (4/15/2025) from the date the Grant Agreement and Funding Approval were signed by the REDD Director.** The recipient must draw down all CDBG funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities' implementation schedule in the application as modified by the Performance Based Contract.

(b) **The Recipient must obligate all funds within 27 months (4/15/2027) from the date the Grant Agreement and Funding Approval are signed by REDD Director.**

(c) **All funds are to be expended within 30 months (6/15/2027) from the date the Grant Agreement and Funding Approval are signed by REDD Director. Any remaining funds will be de-obligated.**

(d) **All closeout documents must be returned to REDD by (10/15/2027).**

(e) Schedule for Submission of Compliance Documents. The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REDD Director:

- **Environmental – 4 months (5/15/2025)**
- **Equal Employment and Procurement Plan – 4 months (5/15/2025)**
- **Fair Housing Plan – 4 months (5/15/2025)**
- **Section 3 Plan – 4 months (5/15/2025)**
- **Section 504 Plan – 4 months (5/15/2025)**
- **Language Access Plan – 4 months (5/15/2025)**
- **Analysis of Impediments- 4 months (5/15/2025)**
- **Request for Release of Funds – 5 months (6/15/2025)**

(f) Timely Drawdown of Funds. Recipient is expected make timely drawdowns so that funds are expended in a timely manner.

31. Performance Measures

The CPD Performance Measurement System is HUD's response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

(a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.

(b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient's governing body to execute this Grant Agreement.

Department of Commerce

Date: 01/15/2025

☑ By: Valerie Fegans
Valerie Fegans
CDBG Director
Rural Economic Development Division

Date: _____

_____
Name of Recipient

☑ By: _____
Signature of Authorized Official

_____
(Title)

COUNTY OF LEE, NORTH CAROLINA
FY24 COMMUNITY DEVELOPMENT BLOCK GRANT
GRANT PROJECT ORDINANCE

BE IT ORDAINED by the Lee County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statues of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: The project authorized is the Community Development Block Grant Neighborhood Revitalization Program (Grant #23-C-4168) described in the work statement contained in the Grant Agreement between Lee County and the North Carolina Department of Commerce, Rural Economic Development Division. The project consists of rehabilitation or reconstruction of existing single-family, low to moderate income homes located within Lee County.

Section 2: The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the North Carolina Department of Commerce, Rural Economic Development Division, and the budget contained herein.

Section 3: The following revenues are anticipated to be available to complete this project:

Community Development Block Grant	$950,000
Total	**$950,000**

Section 4: The following amounts are appropriated for the project:

Rehabilitation of Privately Owned Dwellings	$855,000
Administration	$ 95,000
Total	**$950,000**

Section 5: The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements in accordance with Federal and State Regulations.

Section 6: Funds will be requisitioned from the State after submission of documentation to the County. Disbursement of funds will be made by the County upon actual receipt of CDBG funds from the State. Compliance with all federal and state procurement regulations is required.

Section 7: The Finance Officer is hereby directed to report to the governing board on a quarterly basis on the financial status of each project element and on the total revenues received or claimed. Additionally, the Finance Department will maintain records and financial documents for five years after all funds have been expended or returned.

Section 8: Copies of this grant project ordinance shall be furnished to the Finance Officer and to the Clerk of the Board.

ADOPTED this 17th day of February, 2025.

_____
Kirk Smith, Chairman

Attest:

_____
Hailey Hall, Clerk to the Board

ITEM #: III.A

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: February 17, 2025

SUBJECT: Zoning Map Amendment (Rezoning) Request

DEPARTMENT: Planning

CONTACT PERSON: Amy McNeill, Planning Administrator

TYPE: Public Hearing

REQUEST	Zoning map amendment (rezoning) request for 1.04 acres +/- with frontage on Sunset Drive from Light Industrial (LI) to Residential Agricultural (RA).
BUDGET IMPACT	N/A
ATTACHMENTS	001-REZ@(V)Sunset Drive-BINDER.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Hold a joint public hearing with the Planning Board.

SUMMARY

Application by William Gordon to rezone two adjoining tracts of land totaling 1.04 acres +/- with frontage on Sunset Drive, a mapped right-of-way off of Hawkins Avenue that is developed with a private driveway serving a house at 3201 Hawkins Avenue and a house at 3147 Sunset Drive, from Light Industrial (LI) to Residential Agricultural (RA) to allow the development of the site in a residential manner. The subject property is identified as Lee County Tax Parcels 9644-47-1938-00 and 9644-47-2965-00 as depicted on Tax Map 9644.01, is located to the rear/west of 3211 Hawkins Avenue, and is identified as lots 1 and 2 on a 2024 survey labeled Recombination Survey for William and Barbara Gordon recorded in plat cabinet 2024, slide 204 of the Lee County Register of Deeds Office.

EnerGov Case #: ZMA-010249-2025 **$500 FEE**

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SANFORD / LEE COUNTY / BROADWAY

GENERAL ZONING MAP AMENDMENT APPLICATION

Sanford/Lee County Community Development Dept. 115 Chatham Street, Suite 1, Sanford, NC 27330

Contact Person: Amy McNeill, Senior Planner at amy.mcneill@sanfordnc.net or (919) 718-4656, ext. 5397

Jurisdiction: ☐ CITY OF SANFORD ☑ LEE COUNTY ☐ TOWN OF BROADWAY

Applicant Name: WILLIAM GORDON

Applicant Mailing Address: 3201 HAWKINS AVE., SANFORD, NC 27330

TIM GORDON

Applicant Phone: 919-353-4271 Applicant Email: TIMG43200@GMAIL.COM

Property Owner Name & Address (if different from applicant): WILLIAM A GORDON, JR

& BARBARA B. GORDON (ESTATE)

Location of Subject Property: (V) HAWKINS AVE. Lee County ParID (PIN): 9644-47-2965-C

9644-47-1938-0

Total Acreage of Site: 0.59 acres Existing Land Use(s): VACANT

Zoning Classification: Current: LIGHT INDUSTRIAL (LI) Requested: RESIDENTIAL AGRICULTURAL (RA)

Reason(s) for Requesting a Zoning Map Amendment (Rezoning): DEVELOP THE SITE WITH A SINGLE-FAMILY HOME

(THIS SITE WAS FORMERLY FAMILY OWNED.)

I hereby acknowledge that the information contained herein is true. It is further understood that this application will be reviewed for completeness and accuracy and that it shall not be scheduled for official consideration until all required contents are submitted in proper form to the Sanford/Lee County Community Development Department.

William A. Gordon JR. 12-6-24

Applicant (Sign & Print) Date

(SAME)

Property Owner (Sign & Print) Date

Property Owner (Sign & Print) Date

REQUIRED ATTACHMENTS / SUBMITTALS

A) A completed rezoning application. Incomplete applications/submittals will not be processed.
B) If the exterior boundary of the area to be rezoned does not follow existing property boundaries, then the applicant shall be required to submit a metes and bounds (legal) description describing the rezoning area.
C) A $500.00 application fee, payable to the City of Sanford, is required before processing the application.
D) The submittal deadline is the first day of each month at 12:00pm/noon which enables the rezoning to be heard the following month (pending space on that month's agenda). The applicant will be notified of the date of their public hearing once the application has been deemed complete.
E) No substantiative changes may be made to an application once it has been submitted. If changes are necessary, the applicant must submit a new application and request the prior application be voided.

STAFF USE ONLY

Date Received: 12-06-2024 Fee Paid: $500 Staff Signature: Amy J. McNeill

2024-02-29 Updated by AMc

PC 2024 SL 204

I, MICHAEL A. CAIN PLS 3403 CERTIFY TO ONE OF THE FOLLOWING AS INDICATED BY AN X.

A. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE COUNTY OR MUNICIPALITY THAT HAS ORDINANCE THAT REGULATES PARCELS OF LAND.
B. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.
C. THAT THIS PLAT IS OF A SURVEY OF AN EXISITNG PARCEL OR PARCELS OF LAND.
X D. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISITNG PARCELS, A COURT ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.
E. THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

MICHAEL A. CAIN PROFESSIONAL LAND SURVEYOR

NOTES:

1 NO TITLE SEARCH WAS MADE BY THIS SURVEYOR DURING THE COURSE OF THIS SURVEY.

2 THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR LOCATION OF ANY UNDERGROUND FEATURES (TANKS, UTIILITIES, ETC.).

3 THIS PROPERTY IS SUBJECT TO ALL EASEMENTS OF RECORD AFFECTING SUBJECT PROPERTY.

4 AREAS CALCULATED BY COMPUTER.

NAD 83 (2011)

I, MICHAEL A. CAIN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GNSS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY

CLASS OF SURVEY A
POSITIONAL ACCURACY: < = 0.10
TYPE OF GNSS FIELD PROCEDURE: RTK NETWORK (VRS)
DATE OF SURVEY: 10-18-24
DATUM/EPOCH: NAD 83 (2011)
PUBLISHED/ FIXED CONTROL: NC CORS (RTN)
GEOID MODEL: GEOID 18
COMBINED FACTOR: 0.99987429
UNITS: US SURVEY FOOT
VERTICAL POSITION NAVD 88

NORTH CAROLINA PROFESSIONAL SEAL L-3403 LAND SURVEYOR MICHAEL A. CAIN

CERTIFICATE OF SURVEY AND ACCURACY
I, MICHAEL A. CAIN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED I BOOK SEE, PAGE MAP, ETC.) (OTHER) ; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____, PAGE_____; THAT THE RATIO OF PRECISION AS CALCULATED IS !: 10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMMENDED. WITNESS MY HAND AND SEAL THIS 21 DAY OF OCT., A.D., 2024

PROFEESIONAL LAND SURVEYOR
LICENSES NUMBER 3403

EIP
S 80°07'20"E 123.99'
S 80°07'20"E 200.00'
N/F KEITH FAMILY RA PROP LTD LIABILITY CO DB 1442/647
N/F HILLIARD INVESTMENTS LLC DB 1473/326
5/8" SIS
100.00'
66.20'
SIS ON LINE 2.0' FROM CORNER
S 08°07'20"E 76.10'
CHAIN LINK FENCE ENCROACHMENT
N 88°22'16"E 85.00'
5.00'
REFERENCE 5/8" SIS ON LOT LINE
PIN 9644-47-1919-00 DEED 304/743
PIN 9644-47-1968-00 DEED 300/195
PIN 9644-47-2918-00 DEED 526/493
S 02°28'16"E 197.63'
195.63
1
0.450
AC. NEW TOTAL
2
0.590
AC. NEW TOTAL
S 08°07'20"E 125.00'
PIN 9644-47-3905-00 DEED 318/712
119.02'
N/F DAVID A & SIMONE S GRIFFTH DB 961/259
ESI CONTROL CORNER N:647884.15 E:1944049.45
TIE 50.04 N 88°22'16"E
N 88°22'16"E 99.97'
86.00'
85.00'
0.99'
DISTURBED ESI
N 88°22'16"E 191.88'
DISTURBED EIP
5/8" SIS
SUNSET DRIVE
60' R\W GRAVEL

HAWKINS AVE
US HWY 15,501, NC HWY 87
100' R\W

LEGEND
EIP EXISITING IRON PIPE
IPS IRON PIPE SET
ESI EXISTING SOLID IRON
SIS SOLID IRON SET
PP POWER POLE
RRS RAILROAD SPIKE
N\F NOW OR FORMERLY
R\W RIGHT OF WAY
OHL OVERHEAD LINE
EPK EXISTING PK NAIL
CP CALCULATED POINT

0 40 80 120

I, Carson Mann
REVIEW OFFICER OF LEE COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

10/22/2024
DATE

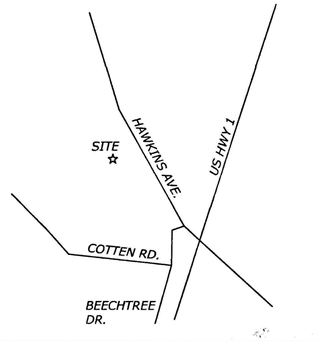
NORTH CAROLINA, LEE COUNTY
PRESENTED FOR REGISTRATION ON THE 22nd DAY
OF OCTOBER 2024 AT 11:33:22 AM
RECORDED IN PLAT CABINET 2024 SLIDE 204

Pamela G. Britt, Reg.
PAMELA BRITT REGISTER OF DEEDS

EXEMPT PLAT CERTIFICATION
I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS EXEMPT FROM SUBDIVISION REGULATIONS AS SET FORTH IN N.C.G.S. 47-30(F)11 AND 160D-802. AND COMPLIES WITH ALL APPLICABLE STANDARDS FOUND IN THE SANFORD/LEE COUNTY/BROADWAY UNITED DEVELOPMENT ORDINANCE. THIS PLAT HAS BEEN APPROVED FOR RECORDATION WITH THE LEE COUNTY REGISTER OF DEEDS.

PLANNER

10/22/2024
DATE



RECOMBINATION SURVEY FOR
WILLIAM AND BARBARA GORDON

WEST SANFORD TOWNSHIP
LEE COUNTY, NC
DATE 10/21/24
SCALE 1" = 40'

OWNERS MAILING ADDRESS:
WILLIAM GORDON
3201 HAWKINS AVE.
SANFORD, NC 27330

MIKE CAIN SURVEYING
2509 PIEDMONT DRIVE
SANFORD, N.C. 27330
919-774-4684

LEE COUNTY
BOARD OF COMMISSIONERS AND PLANNING BOARD
PUBLIC HEARING INFORMATION
January 22, 2025

REQUEST

Mr. William (Bill) Gordon would like to rezone two adjoining tracts of land totaling 1.04 acres +/- with frontage on Sunset Drive from Light Industrial (LI) to Residential Agricultural (RA) to allow the development of the site in a residential manner. Mr. Gordon and his brother, Timothy (Tim) Gordon, inherited this property from their parents and the intention at this time is to allow his nephew to establish his home on this site, which is a short distance from Mr. Gordon's house at 3201 Hawkins Avenue and his brother's house at 3147 Sunset Drive. There was a house on this site approximately 34 years ago that is visible in 1991 and 1983 GIS aerial images. The Gordon's have already purchased a new double-wide mobile home from Country Fair Homes and only discovered that the property was zoned Light Industrial (LI) when the mobile home company attempted to secure zoning approval for a Mobile Home Set-Up Permit to place the home on site. 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:	William (Bill) A. Gordon. Jr.
Property Owner:	William (Bill) A. Gordon. Jr.
Request:	Light Industrial (LI) to Residential Agricultural (RA)
Location:	North side of Sunset Drive, to the rear/west of 3211 Hawkins Avenue
Acreage:	1.04 acres +/-
Tax Parcels:	9644-47-2965-00 and 9644-47-1938-00
Township:	West Sanford
Commissioner Dist.:	2
Fire District:	Northview Fire Department
Schools:	Deep River Elementary | East Lee Middle School | Lee Senior High School
Deed References:	Deed Book 304, Page 743; Deed Book 304, Page 195; Deed Book 526 Page 493; Deed Book 318, Page 712
Plat References:	Plat Cabinet 2024, Slide 204 and Plat Cabinet 2, Slide 483

SITE DESCRIPTION

The site is in northwestern Lee County in the Northview community. It is on the northern side of Sunset Drive, a mapped right-of-way off of Hawkins Avenue that is developed with a private driveway serving houses at 3201 Hawkins Avenue and 3147 Sunset Drive, and is located to the rear/west of 3211 Hawkins Avenue. The majority of this site was included in Sunset Hills (lots 47-80), a residential subdivision that

was proposed in 1951, but never fully developed. The recorded survey plat for this subdivision is included in the staff report for your reference. There is a house on this site that is visible on GIS aerial images dated 1983 and 1991.

ZONING DISTRICT INFORMATION

Existing Zoning: The Light Industrial (LI) zoning district is established to provide for areas that contain a mix of light manufacturing uses, office park and limited retail and service uses that service the industrial uses in an attractive business park setting with proper screening and buffering, all compatible with adjoining uses. LI districts should include areas which continue the orderly development and concentration of light industrial uses. LI zones should be located so as to have direct access to or within proximity to a major or minor thoroughfare.

Note: There are no records of the subject property being rezoned to Light Industrial (LI); therefore, it appears that the subject property was assigned a zoning district of LI when zoning was implemented by Lee County. The oldest Lee County Zoning Ordinance is dated June 18, 1990.

Minimum lot size:	None listed
Minimum lot width:	80ft
Minimum lot depth:	100ft
Minimum building setback, front:	30ft, measured from the r/o/w of the public street
Minimum building setback, rear:	Determined by the required landscape buffer yard width
Minimum building setback, side(s):	Determined by the required landscape buffer yard width
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 LI zoning district include computer & software sales, convenience store (with and without gas sales), dry cleaning & laundry, farm, landscape & garden supply sales (with and without outdoor storage), finance & insurance services, florist, hardware, home centers, lumber yard (with and without outdoor storage), motor vehicle repair & service, motor vehicle towing, office buildings, pharmacy & drug store (with or without a drive through facility), printing & publishing services, real estate sales, rental & leasing, services to buildings & dwellings (extermination, janitorial, landscaping, carpet & upholstery cleaning, packing & crating, etc. – with or without outside storage), contractor's office (without outdoor storage), fitness gyms & health spas, religious complex & church, schools (continuing education), electrical equipment, appliance & components manufacturing, finished nonmetallic & mineral products (brick, refractories, ceramics, glass, cement, etc.), manufactured housing manufacturing, metal manufacturing (including or excluding smelting operations), pharmaceutical manufacturing, textile mills & apparel manufacturing, and warehouses. There is a list of all of the permitted uses for this zoning district within the agenda packet for your reference.

Proposed 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.

Adjacent Zoning

North:	Light Industrial (LI)
South:	Light Industrial (LI), opposite Sunset Drive
East:	Highway Commercial (HC)
West:	Residential Agricultural (RA), opposite High Street, a mapped right-of-way off of Sunset Drive that is developed with a private driveway serving a house at 3201 Hawkins Avenue

Adjacent Land Uses

North: Used as parking for Quality Carriers trucking company at 3223 Hawkins Ave (address per GIS)
South: Opposite Sunset Drive, open cleared area that is parking area & grassy yard for Gordon Enterprises at 3125 Hawkins Avenue
East: Office and parking for Seacorp Southern Electric & Automation at 3211 Hawkins Ave
West: Vacant cleared land that appears to be yard area (grass & driveway) for the applicant's house at 3201 Hawkins Avenue

PLAN SANLEE

The long-range land use plan identifies this property as Maker District, which encourages a wide range of small-scale light industrial uses. This includes manufacturing activity uses involving previously prepares materials, products or parts and may include processing, fabrication, assembly, packaging, incidental storage, sales, and distribution – but not industrial processing. The local example is the Lee Avenue / Rand Street area in the Jonesboro section of Sanford. Information from the land use plan is provided as attachments to this report for your reference.

LOCAL OVERLAY DISTRICTS

This site is not located within any of our local overlay districts.

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 a phone conversation with Mr. Tim Gordon, the site may be served by public water, as are the existing houses at 3201 Hawkins Avenue and 3147 Sunset Drive. Per GIS, there is an existing 16-inch water main line in the right-of-way of Hawkins Avenue.

Regarding wastewater, per the Lee County Environmental Health Department, there is a North Carolina Onsite Wastewater Contractor Inspector Certification Board Authorized Onsite Wastewater Evaluator Permit Option for Non-Engineered Systems, Notice of Intent to Construct for a new septic system on file for this location that was submitted by Marlin Wastewater Services in November of 2024. The septic system was designed to serve a three-bedroom house. It is staff's understanding that the concurrent review of applications from various departments needed to secure a Building Permit or Set-Up Permit for a new home is now required per State law and that individuals may hire qualified private companies to design septic systems for them, as opposed to having to utilize the local health department for this service. Hence, the ability of a citizen or company to secure a septic system approval without having a zoning approval.

TRANSPORTATION

The area proposed for rezoning has approximately 270 feet of frontage on Sunset Drive, a mapped right-of-way off of Hawkins Avenue that is developed with a private driveway serving a house at 3201 Hawkins Avenue and a house at 3147 Sunset Drive. This information is per our GIS mapping system.

2011 Lee County Comprehensive Transportation Plan: The plan illustrates this section of Hawkins Avenue as an existing expressway that needs improvement.

NCDOT Average Annual Daily Traffic Count (AADT): The closest traffic count is a 2023 NCDOT AADT of 17,000 vehicles per day on Hawkins Avenue approximately 0.15 of a mile south of the Sunset Drive intersection near Kelly's auto repair shop & service station at 3107 Hawkins Avenue.

DEVELOPMENT STANDARDS

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

STAFF ANALYSIS

The *Plan SanLee* land use plan designation of Maker District is not supportive of residential zoning or residential land uses. However, it is up to the Board of Commissioners to determine how the County should grow and if they are comfortable with industrial 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* adopted 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 by the Planning Board. These sample motions are provided by staff 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 REZONING REQUEST:

Motion Option 1: *"I make a motion that the proposed zoning map amendment **IS** consistent with the Plan SanLee land use designation of Maker District."*

Motion Option 2: *"I make a motion that the proposed zoning map amendment **IS NOT** consistent with the Plan SanLee land use designation of Maker District because this place type does not include industrial zoning or industrial 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 TO APPROVE OR DENY THE REZONING REQUEST:

Motion Option 1: *"I make a motion that the Planning Board recommend the Board of Commissioners* ***APPROVE*** *the proposed zoning map amendment from Light Industrial (LI) to Residential Agricultural (RA), because it is reasonable given the location of the site on Sunset Drive within an older residential subdivision that was not fully developed."*

Motion Option 2: *"I make a motion that the Planning Board recommend the Board of Commissioners* ***DENY*** *the rezoning request from Light Industrial (LI) to Residential Agricultural (RA****)*** *because this site adjoins property that is zoned commercial and industrial that is developed with commercial and industrial 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.

52

PC 2483

52

NORTHVIEW

MAP OF
SUNSET HILLS
NEAR
SANFORD N.CAR.
NOVEMBER 1951
N.R.KINNEY & SON ENGINEERS
LEXINGTON
N.C.

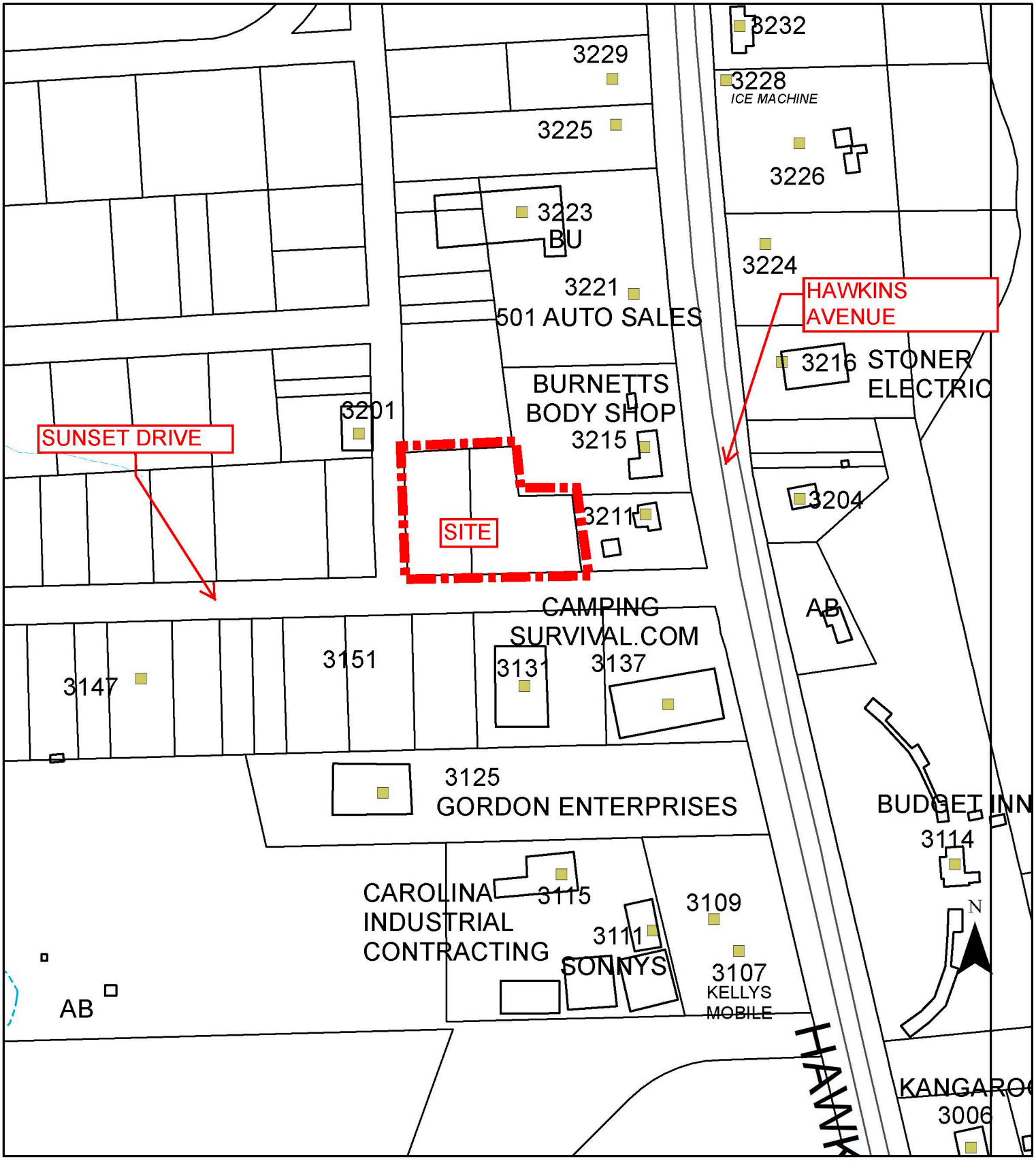
SCALE 0 100' 200' 300' 400'

NOTE
CORNERS ON SOUTH SIDE OF SUNSET DRIVE SHOWN ON MAP WILL BE MOVED 10 FT. BACK SOUTH WHEN ROAD IS PAVED

STATE OF NORTH CAROLINA
COUNTY OF LEE
THE FOREGOING CERTIFICATE OF Evelyn S. Sheppard
NOTARY PUBLIC OF DAVIDSON COUNTY, IS ADJUDGED TO BE CORRECT.
LET THE SAID INSTRUMENT AND CERTIFICATE BE REGISTERED.
WITNESS MY HAND, THIS THE 14 DAY OF DECEMBER 1951
Martha Webster
CLERK OF SUPERIOR COURT
LEE COUNTY

RECORDED IN OFFICE OF REGISTER OF DEEDS Lee Co N.C.
THIS THE 14 DAY OF Dec 1951 AT 3 O'CLOCK P.M.
J.M. O'Brien
REGISTER OF DEEDS
Book H Page 52

STATE OF NORTH CAROLINA
DAVIDSON COUNTY
N.R. KINNEY C.ENGR. BEING DULY SWORN DEPOSE AND SAY THAT THIS MAP IS IN ALL RESPECTS CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY MADE DECEMBER 1951
N.R. Kinney
REG. ENGINEER
SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 31 DAY OF DECEMBER 1951
Evelyn S. Sheppard
NOTARY PUBLIC
MY COMMISSION EXPIRES _____



REZONING APPLICATION
Rezone 1.04 acres off of Sunset Drive via Hawkins Avenue
from Light Industrial (LI) to Residential Agricultural (RA).

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.



REZONING APPLICATION
Rezone 1.04 acres off of Sunset Drive via Hawkins Avenue
from Light Industrial (LI) to Residential Agricultural (RA).

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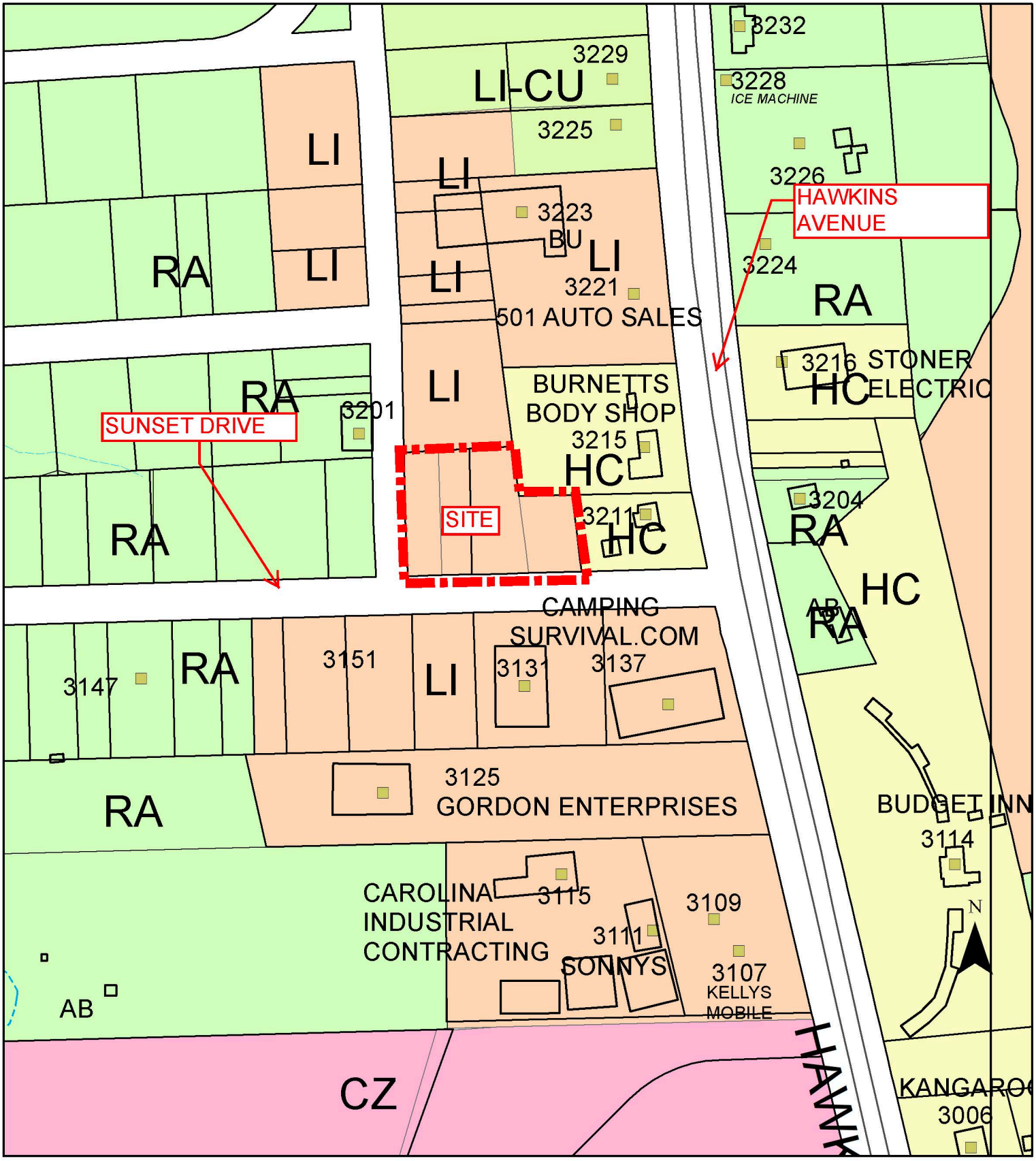
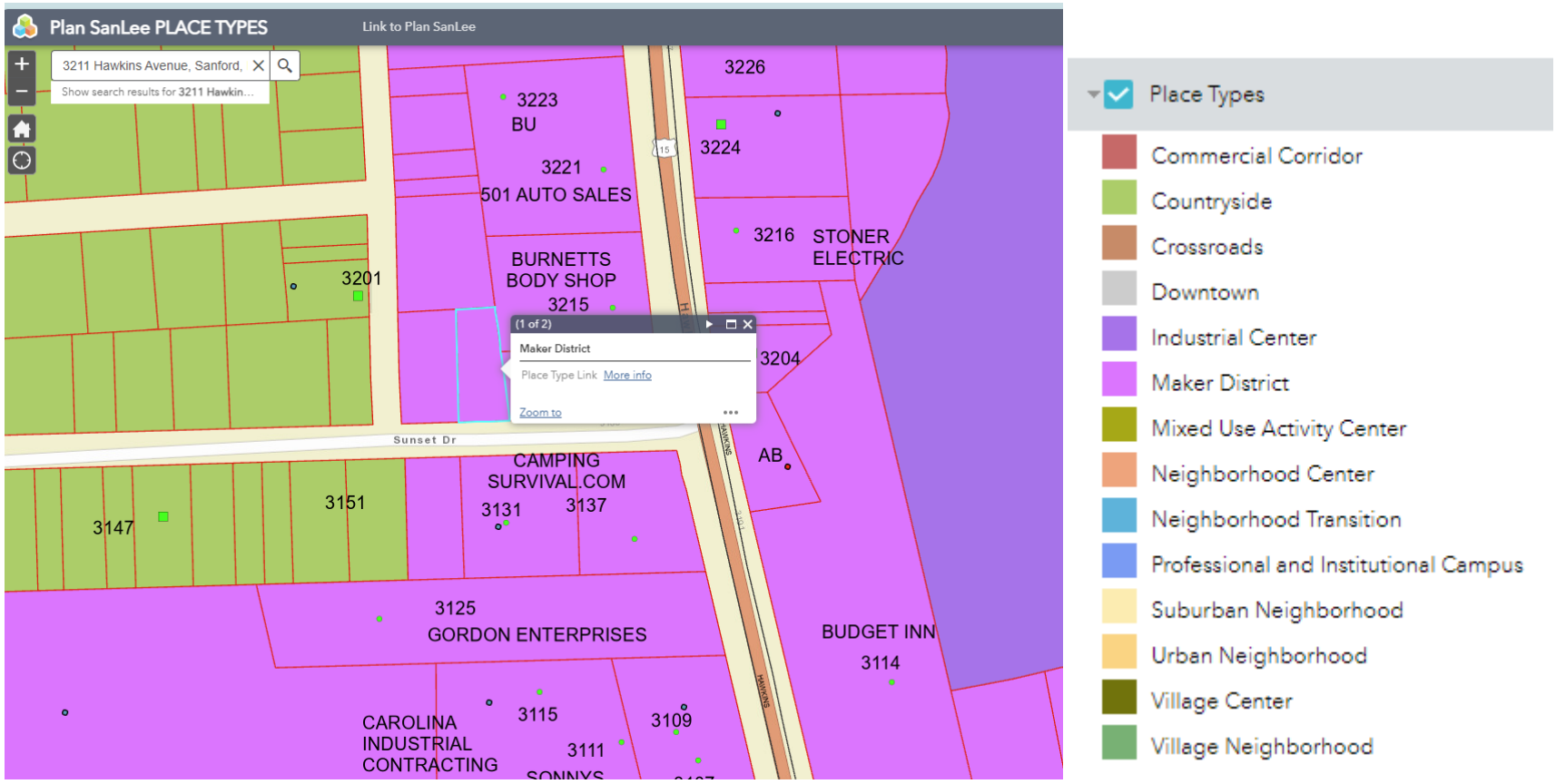


REZONING APPLICATION
Rezone 1.04 acres off of Sunset Drive via Hawkins Avenue
from Light Industrial (LI) to Residential Agricultural (RA).

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.

Plan SanLee Land Use Plan – Interactive Map of Site





MAKER DISTRICT

- ✓ Wide range of small scale light industrial uses
- ✓ Manufacturing activity uses previously prepared materials, products or parts - may include processing, fabrication, assembly, packaging, incidental storage, sales, and distribution; not industrial processing

Local Example - Lee Ave. / Rand St. Area in Jonesboro



LAND USE



- Undeveloped Open Space
- Convenience Retail
- Light Manufacturing, Flexible Warehousing Space, Co-Working Space, Business Services

TRANSPORTATION



- On-street bike lanes, off-trail system
- Public Transit
- Sidewalks
- Roads accommodate trucking
- Vehicular connectivity

CONTEXT

Development Density
- ✓ Small to Moderate Lot Sizes
- ✓ Shallow to Moderate Setbacks
- ✓ 35 Foot Height Limit

Utility Infrastructure
- ✓ Public Water
- ✓ Public Wastewater

Preferred Character
- ✓ 2-3 Lane Urban Streets
- ✓ Off-Street Parking
- ✓ External Vegetated Buffers

ZONING

Current Districts
- ✓ LI (Primary)
- ✓ HC / C-2 (Secondary)

Proposed Districts
- ✓ Light Industrial (Primary)
- ✓ General Commercial (Secondary)

LI LIGHT INDUSTRIAL DISTRICT

The LI district is established to provide for areas that contain a mix of light manufacturing uses, office park and limited retail and service uses that service the industrial uses in an attractive business park setting with proper screening and buffering, all compatible with adjoining uses. LI districts should include areas which continue the orderly development and concentration of light industrial uses. LI zones should be located ~~so as~~ to have direct access to or within proximity to a major or minor thoroughfare. This shall not apply where an existing building or structure used as permitted within the LI District has been established prior to the adoption of this Ordinance on a parcel subject to an application for rezoning.

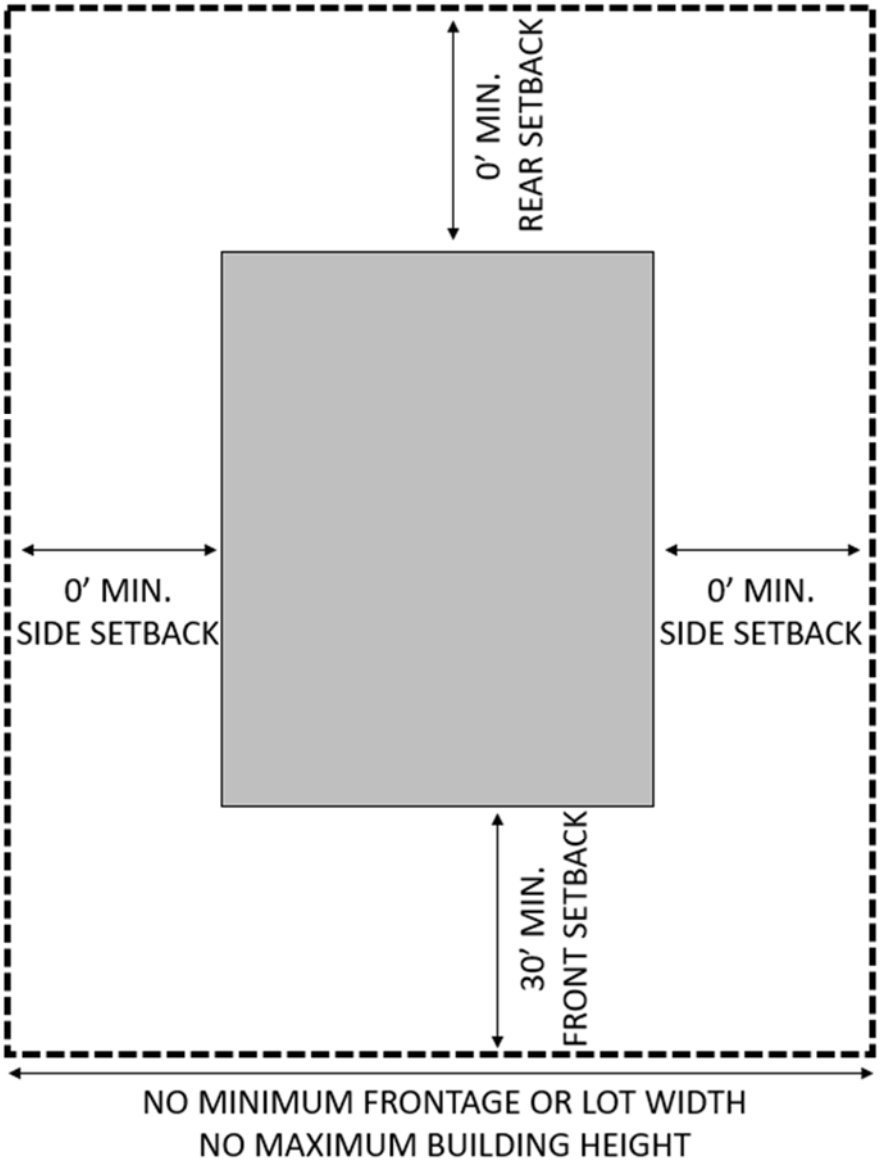


FIGURE 15: LIGHT INDUSTRIAL (LI)

PERMITTED USES FOR
LI LIGHT INDUSTRIAL

Accessory Uses
Accessory uses (See §5.1)
General Sales or Service
ABC store (liquor sales), incorporated area only
Administrative services, travel arrangements and reservation services, investigation and security services (locksmiths)
Agricultural equipment, sales and service
Antique shops
Appliance sales, repair and maintenance, (no outside storage)
Art Dealers, supplies, sales and services
Auction sales, vehicular sales
Bakeries, retail, including manufacturing of goods for sale on the premises only
Bicycle (non motorized) sales and/or repair
Books, magazines, music, etc.
Camera and photographic supplies
Clothing, jewelry, luggage, shoes, etc.
Computer and software sales
Consumer goods, not otherwise listed
Convenience stores, without gas sales
Convenience stores, with gas sales
Consignment shops, used merchandise store
Dry cleaning and laundry
Electronic equipment (small), sales and service
Farm, landscape, and garden supply sales (feed, seeds, fertilizer, farm hardware, lawn furniture, mulch, fencing fountains, statuaries, and other incidental sales of products or related items) (with indoor storage only)
Farm, landscape, and garden supply sales (feed, seeds, fertilizer, farm hardware, lawn furniture, mulch, fencing fountains, statuaries, and other incidental sales of products or related items) (with outdoor storage only)
Finance and insurance services (bank credit and finance insurance-related
Flea markets (indoors)
Florist
Furniture or home furnishing sales
Gasoline stations
Grocery stores and supermarkets (less than 25,000 sq. ft. GFA)
Hardware, home centers, lumber yard, heating and plumbing etc. outside storage
Hardware, home centers, lumber yard, heating and plumbing etc. inside storage
Heavy equipment, sales and service
Leasing commercial and industrial machinery and equipment
Gunshops and gunsmiths

Mail order or direct selling establishments/ electronic shopping and mail-order houses
Medical equipment sales, rental or leasing
Monument and cut stone sales
Motion picture, video and audio production
Motor vehicle parts, accessories, tire sales, enclosed building only
Motor vehicle, motorcycle, ATV's boats, RV's, etc. repair and service
Motor vehicle, towing with incidental storage, excluding salvage yards & junkyards
Nurseries and greenhouses, commercial (see §5.25)
Office building (general)
Pawnshops (as defined by NCGS §91A-2)
Personal services (e.g. nail salons, barbers, shoe repair and similar establishments), not otherwise listed
Pet store or pet supply store
Pharmacy or drugstore, with drive through facility
Pharmacy or drugstore, without drive through facility
Printing and publishing services
Professional services (legal, accounting, architectural, graphic, consulting, services, research and development, advertising, etc.)
Real estate, sales, rental & leasing
Repair of any goods equipment or vehicles, the manufacture, assembly or sales of which are permitted in that zoning district
Restaurants with drive-in or drive-through facilities
Restaurants with no drive-in or drive-through facilities
Retail sales or service establishments, not listed elsewhere and conducted within an enclosed building
Services to buildings and dwellings (extermination, janitorial, landscaping, carpet and upholstery, cleaning, packing and crating etc.) no outside storage
Services to buildings and dwellings (extermination, janitorial, landscaping, carpet and upholstery, cleaning, packing and crating etc.) with outside storage
Shopping center, less than 25,000 sq. ft.
Shopping center superstore, 25,000 – 1000,000 sq. ft.
Shopping center/superstores over 1000,000 sq. ft.
Sporting goods, toys and hobby sales, excluding guns and gunsmiths
Tattoo parlor/tattoo studio and/or body piercing
Tobacco or tobacconist
Upholstery and furniture refinishing
Wholesales trade, generally, with operation conducted and merchandise stored entirely within a building and not otherwise listed

Industrial & Manufacturing Uses
Contractors' offices/shop without outdoor storage areas
Dolls, toys, games and musical instruments
Electrical equipment, appliance and components manufacturing
Finished nonmetallic, mineral products (brick, refractories, ceramics, glass, cement, etc.)
Food and beverage manufacturing
Furniture and related products manufacturing
Jewelry and silverware manufacturing
Leather and allied products
Machinery and equipment manufacturing (w/indoor storage/operations only)
Manufactured housing manufacturing
Manufacturing, excluding other uses listed in this table
Metal manufacturing (excluding smelting operations)
Office supply, inks, etc. manufacturing (except paper)
Paper and printing materials manufacturing
Pharmaceutical manufacturing
Pottery manufacturing & sales
Retail outlets for products manufactured on premises
Sign manufacturing
Textile mills & apparel manufacturing
Tire recapping
Tobacco manufacturing
Transportation equipment, automobiles, aircraft, boat, railroad, etc.
Warehouse structures, generally
Wood products, (except furniture)
Arts, Recreation & Entertainment
Amphitheater
Botanical gardens & arboreta
Bowling alley
Exhibition, convention or conference structure
Fitness and recreational sports, gym, health spa reducing salon, swimming pool/auditorium racquet club or athletic club (not otherwise listed)
Golf courses, public and private
Golf driving ranges
Golf, miniature
Movie theater
Museums and art galleries
Outdoor stage, bandstand or similar structure (maximum 3,000 sq. ft.)
Parks, playgrounds, and athletic fields operated on a noncommercial basis
Performance theaters (outdoor)
Performance theaters or auditoria (indoor)

Recreation activities commercial indoor, not otherwise listed
Skating rink – ice or roller skating
Sports stadiums or arenas
Zoos
Education, Public, Administration, Health Care and Institutional
Civic, social and fraternal organizations including community centers, meeting halls, community halls, reception halls, wedding halls, for assembly and recreation
Crematorium & embalming
Fire, sheriff, and emergency services
Funeral homes
Governmental functions, not otherwise listed
Post office
Religious complex (less than 350 seats), new site
Religious complex (more than 350 sets) new site
Religious complex (any size), addition to existing complex/site
Schools, continuing education (alternative, adult colleges and universities and technical, trade, and other specialty schools)
Schools, pre-k-secondary (nursery and preschool, grade schools, elementary, middle, and high schools), addition to existing site
Transportation, Communication, and Utilities
Airports, heliports and support establishments
Bus passenger stations/terminals/shelters
Freight terminals & truck terminals
Gas or electric distributing facilities compressor stations or substations
Parking lots, parking structures or underground parking areas (commercial or governmental)
Public utility storage and service yards
Radio and TV stations and studios (excluding transmission tower)
Railroad freight yards, repair shops/sheds and marshalling yards
Sewage treatment and water treatment plants
Taxi and limousine service
Utility lines (including electric lines, phone/cable lines, distribution circuits, gas/fuel lines, water lines, steam/air conditioning lines, irrigation channels, and sewer water lines)
Agricultural
Animal production and support services (unincorporated Lee County)
Crop production and support functions (unincorporated Lee County)
Crop production and Support functions, (Sanford and Broadway)
Forestry and logging and support services, (unincorporated Lee County)

PERMITTED USES WITH DEVELOPMENT REGULATIONS

The uses listed below are permitted as of right and are also subject to the requirements of Supplemental Development Regulations.

Residential Uses
Home occupations (See §5.16)
Accommodations and Group Living
Hotel, motel, and tourist court (See §5.17)
General Sales or Service
Animal hospitals, veterinary services, animal shelters, kennels/ animal pet services (See §5.3)
Car washes and car care centers (See §5.5)
Manufactured home and/or storage building sales (See §5.21)
Mini-warehousing self-service storage leasing (See §5.22)
Motor vehicles, boats, R.V.'s, sales and /or leasing /rental (See §5.24)
Industrial & Manufacturing Uses
Concrete and asphalt plants (See §5.8)
Landfills, LCID (2 acres or less in size) (See §5.19)
Landfills, LCID (greater than 2 acres in size) (See §5.20)
Arts, Recreation & Entertainment
Drive-in- Theaters (See §5.11)
Entertainment establishments (lounges, discos, nightclubs, pool halls and/or private clubs (See §5.26)
Raceways, drag strips (motorized vehicles)
Recreation activities, commercial outdoor (defined in article 5), not otherwise listed (See §5.28)
Education, Public Administration, Health Care and Institutional
Cemeteries, public and private (does not include individual family plots) (See §5.6)
Community food services (See §5.7)

PERMITTED AS A SPECIAL USES

Special uses are subject to all other applicable standards of this ordinance and those requirements that may reasonably be imposed by the County of Lee consistent with the criteria set forth in §3.5 of this ordinance any Development Regulations which apply to said use.

Industrial & Manufacturing Uses
Chemicals, plastics and rubber products
Manufacturing, excluding other uses listed in this table
Sawmills or planning mills
Arts, Recreation & Entertainment
Amusement or theme park establishment
Education, public, Administration, Health Care, and Institutional
Schools, pre-k – secondary (nursery and preschool grade schools elementary, middle, and high school) new site
Transportation, Communication, and Utilities
Solid waste collection, transfer and/or disposal (non hazardous)
Solid waste convenience centers

PERMITTED AS SPECIAL USE WITH DEVELOPMENT REGULATIONS

The uses below are permitted as a special use, but will also be subject to the requirements of Supplement Development Regulations.

Industrial and Manufacturing
Mining and quarries
Storage of flammable liquids (in bulk) above ground storage (See §5.31)
Transportation, Communication and Utilities
Telecommunication towers (See §5.33)

4.3.1 PURPOSE STATEMENTS FOR GENERAL USE ZONING DISTRICTS

RA RESIDENTIAL AGRICULTURAL DISTRICT

The RA (Residential Agricultural) 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.

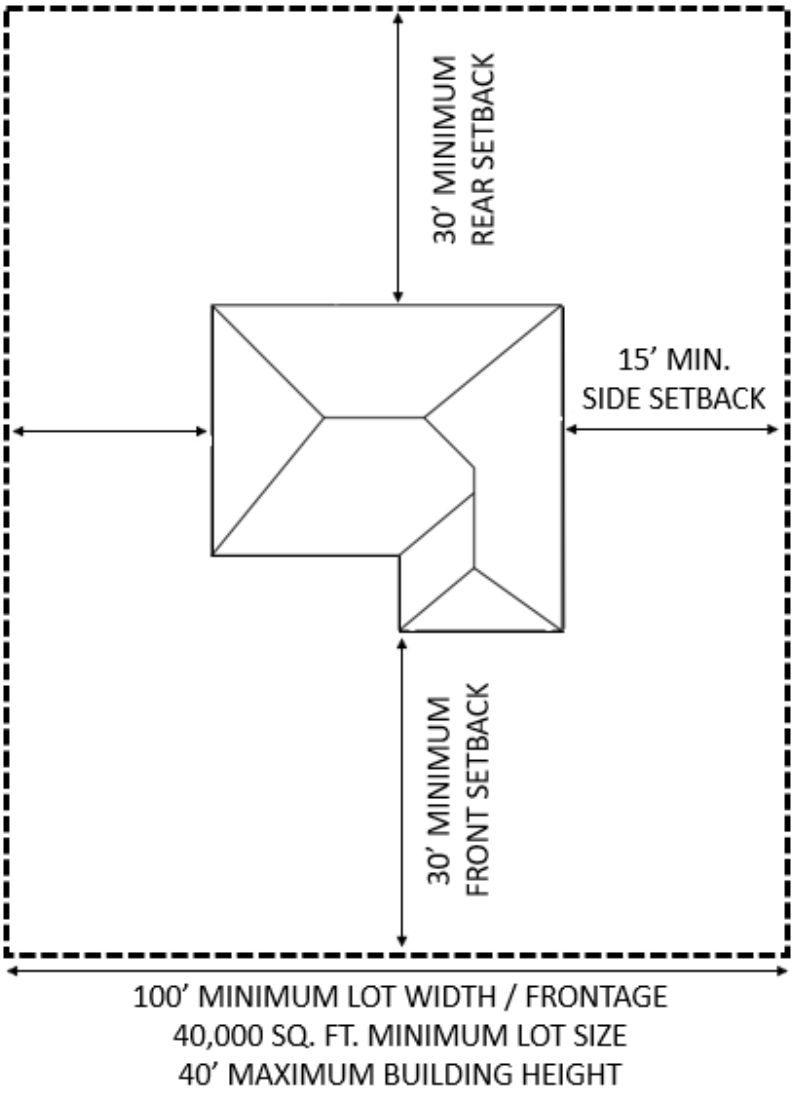


FIGURE 1: RESIDENTIAL AGRICULTURAL (RA)

USES PERMITTED IN
RA RESIDENTIAL AGRICULTURAL DISTRICT

Accessory Uses
Accessory Uses (See §5.1)
Residential Uses
Accessory Dwellings (See §10.4)
Dwelling, duplex (two-family dwelling)
Dwelling, modular home
Dwelling, single-family detached
General Sales or Service
Repair of any goods, equipment or vehicles, the manufacture, assembly or sales of which are permitted in that zoning district
Industrial & Manufacturing Uses
Pottery manufacturing & sales
Arts, Recreation & Entertainment
Botanical garden & arboreta
Parks, playgrounds, and athletic fields operated on a noncommercial basis
Education, Public Administration. Health Care and Institutional
Religious complex (less than 350 seats), new site
Religious complex (any size), addition to existing complex/site
Schools, Pre-K –Secondary (nursery and preschool, grade schools, elementary, middle, and high school), addition to existing site
Transportation, Communication, and Utilities
Utility lines (including electric lines, phone/cable lines, distribution circuits, gas/fuel lines, water lines, steam/air conditioning lines, irrigation channels, and sewer/waste water lines)
Agriculture
Animal production and support services (unincorporated Lee County)
Crop production and support functions, (unincorporated Lee County)
Crop production and support functions (Sanford and Broadway)
Forestry and logging and support services (Unincorporated Lee County)
Livestock sales and markets

PERMITTED USES WITH DEVELOPMENT REGULATIONS

The uses listed below are permitted as of right and are also subject to the requirements of Supplemental Development Regulations.

Residential Uses
Dwelling, manufactured home, *Class A* (Unincorporated Lee County and Town of Broadway only) (See §10.5)
Dwelling manufactured home, *Class A* (City of Sanford only) (See §10.5)

Home occupations (See §5.16)
Manufactured home for hardship Unincorporated Lee County only (See §10.6)
Accommodations and Group Living
Bed & Breakfast inn (See §5.4)
Family Care homes (See NCGS 168-21) (See §5.12)
Industrial & Manufacturing Uses
Landfills, LCID (2 acres or less in size) (See §5.19)
Art, Recreation & Entertainment
Stables/riding academies
Stable, accessory to dwelling
Education, Public, Administration, Health Care, and Institutional
Cemeteries, public, and private (does not include individual family plots (See §5.6)
Day Care facility, Home Child Care Center (See §5.10)

PERMITTED AS A SPECIAL USES

Special uses are subject to all other applicable standards of this ordinance and those requirements that may reasonably be imposed by the County of Lee consistent with the criteria set forth in §3.5 of this ordinance any Development Regulations which apply to said use.

Accommodations and Group Living
Dormitories for the students of colleges commercial schools, staff of hospitals
Nursing, supervision, adult care homes, group care facilities and other rehabilitative services
General Services
Farm, landscape, and garden supply sales (feed, seed, fertilizer, farm hardware, lawn furniture, mulch, fencing, fountains, statuaries, and other incidental sales of products or related items) (with indoor storage only)
Farm, landscape, and garden supply sales (feed seed, fertilizer, farm hardware, lawn furniture, mulch, fencing, fountains, statuaries, and other incidental sales of products or related items) (with out door storage)
Arts, Recreation & Entertainment
Amphitheater
Fitness and recreational sports, gym, health spa, reducing salon, swimming pool/auditorium, racquet club or athletic club (not otherwise listed)
Golf courses, public and private
Golf driving ranges
Hunting trapping, game retreats, game and fishing preserves
Outdoor stage, bandstand, or similar structure (maximum 3,000 sq. ft.)
Performance theaters (outdoor)
Performance theaters or auditoria (indoor)
Recreation activities, commercial indoor, not otherwise listed

Sports, stadiums or arenas
Studios for artists, designers, musicians, photographers, sculptors, woodworking (not as home occupation)
Zoos
Education, public Administration, Health Care, and Institutional
Civic, social and fraternal organizations, including community centers, meeting halls, community halls, reception halls, wedding halls for assembly and recreation
Day care facility, adult
Fire, sheriff and emergency services
Governmental functions, not otherwise listed
Libraries
Religious complex (more than 350 seats), new site
Schools, continuing education (alternative, adult colleges and universities, and technical, trade and other specialty schools)
Schools, pre-k – secondary (nursery and preschool, grade schools, elementary, middle and high school) new site
Transportation, Communication, and Utilities
Airports, heliports, and support establishments
Gas or electric generation distribution facilities, compressor stations, or substations
Sewage treatment and water treatment plants
Agriculture
Animal production and support services (Sanford and Broadway)
Forestry and logging and support services, (Sanford and Broadway)

PERMITTED AS SPECIAL USE WITH DEVELOPMENT REGULATIONS

The uses below are permitted as a special use, but will also be subject to the requirements of Supplement Development Regulations.

Residential Uses
Dwelling, manufactured home, *Class A* (City of Sanford only) (See §10.5)
Dwelling, manufactured home, *Class B* (City of Sanford and Town of Broadway only) (See §10.5)
Dwelling, manufactured home, *Class C* (Unincorporated Lee County only) (See §10.5)
Rural family occupations commercial/industrial Unincorporated Lee County only (See §5.30)
General Services
Animal hospitals, veterinary services, animal shelters, kennels/animal pet services (See §5.3)
Nurseries and greenhouses, commercial (See §5.25)
Rural family occupation – commercial, industrial Unincorporated Lee County only (See §5.30)
Industrial & Manufacturing Uses
Landfills C&D or LCID (greater than 2 acres in size) (See §5.20)
Mining and quarries
Arts, Recreation & Entertainment

Campgrounds
Raceways, drag strips (motorized vehicles)
Recreation activities, commercial outdoor (defined in article 5) not otherwise listed (See §5.28)
Travel trailer parks (See §5.36)
Education, Public Administration, Health Care, and Institutional
Day care facility, home child care center (See §5.10)
Transportation, Communication, and Utilities
Telecommunication towers (See §5.33)

ADJOINING PROPERTY OWNERS LIST

PETITION BY: William Gordon
REQUEST: Rezone from Light Industrial (LI) to Residential Agricultural (RA)
LOCATION: 1.04 acres +/- with frontage on Sunset Drive, a mapped right-of-way off of Hawkins Avenue
PIN: 9644-47-1938-00 and 9644-47-2965-00
DATE: 2025-01-02

No.	PIN	PROPERTY ADDRESS	OWNER 1	OWNER 2	ML	MAIL STREET	MAIL CITY	STATE	ZIP
01	9644-48-1157-00 Lots 317-324 Sunset Hills Subd	0 HIGH ST Mapped Right-of-Way developed with a private driveway. Used as part of 3223 Hawkins Avenue business/driveway.	KEITH FAMILY RA PROP LTD LIABILITY CO	-	401	ST ANDREWS CHURCH RD	SANFORD	NC	27332
02	9644-48-3181-00	3215 HAWKINS AVE Hawkins Avenue frontage/driveway	HILLIARD INVESTMENTS LLC	-	3215	HAWKINS AVE	SANFORD	NC	27330
03	9644-47-4945-00	3211 HAWKINS AVE Hawkins Avenue frontage/driveway	GRIFFITH, DAVID A	GRIFFITH, SIMONE S	1303	BICKETT RD	SANFORD	NC	27330
04	9644-47-4793-00	3137 HAWKINS AVE Hawkins Avenue frontage/driveway	RALSTON PROPERTIES LLC	-	202	MACK STONE LN	SANFORD	NC	27330
05	9644-47-2781-00 Lots 10-17 Sunset Hills Subd	3131 HAWKINS AVE Used as part of 3137 Hawkins Avenue business/driveway.	RALSTON PROPERTIES LLC	-	202	MACK STONE LN	SANFORD	NC	27330
06	9644-47-1751-00 Lots 18-21 Sunset Hills Subd	0 SUNSET DR Accessed via a private driveway within the mapped right-of-way to Hawkins Avenue.	GORDON, WILLIAM A	GORDON, BARBARA B	3201	HAWKINS AVE	SANFORD	NC	27330
07	9644-47-0741-00 Lots 22-25 Sunset Hills Subd	0 SUNSET DR Accessed via a private driveway within the mapped right-of-way to Hawkins Avenue.	GORDON, WILLIAM A	GORDON, BARBARA B	3201	HAWKINS AVE	SANFORD	NC	27330
08	9644-37-9997-00 Lot 83-85 Sunset Hills Subd	0 SUNSET DR Accessed via a private driveway within the	GORDON, WILLIAM A	GORDON, BARBARA B	3201	HAWKINS AVE	SANFORD	NC	27330

		mapped right-of-way to Hawkins Avenue.							
09	9644-37-8957-00 Lots 86-92 Sunset Hills Subd	0 SUNSET DR Accessed via a private driveway within the mapped right-of-way to Hawkins Avenue.	GORDON, WILLIAM A	GORDON, BARBARA B	3201	HAWKINS AVE	SANFORD	NC	27330
10	9644-38-9151-00 Lots 313-316 Sunset Hills Subd	3201 HAWKINS AVE House accessed via a private driveway within the mapped right-of-way to Hawkins Avenue	GORDON, WILLIAM A	GORDON, BARBARA B	3201	HAWKINS AVE	SANFORD	NC	27330
11	APPLICANT	0 HAWKINS AVENUE 0 HAWKINS AVENUE	WILLIAM A GORDON, JR & BARBARA B GORDON ESTATE	Contact: WILLIAM "BILL" A GORDON (Documentation provided allowing the applicant to sign the rezoning application,) *Also send mail to Tim Gordon per applicant's request.*	3201	HAWKINS AVE	SANFORD	NC	27330

0 Property Address number = Vacant, no addressed structures on the parcel.
Sunset Hills Subdivision references via a 1951 plat, PC 2/483.

LEE COUNTY PUBLIC NOTICE

Notice is hereby given that the Lee County Board of Commissioners and Planning Board will hold joint legislative hearings at a special called meeting on Wednesday, January 22, 2025 in the Dennis A. Wicker Civic & Conference Center at 1801 Nash Street, Sanford, N.C. This public hearing is to provide the public an opportunity to be heard. The Boards will consider one (1) application to amend the Official Zoning Map of Lee County, N.C. The hearing will begin at 6:00 p.m. or as soon thereafter as deemed practical by the Boards. The case is described below:

1. ZONING MAP AMENDMENT / REZONING APPLICATION, PB ITEM 2025-0101 Application by William Gordon to rezone two adjoining tracts of land totaling 1.04 acres +/- with frontage on Sunset Drive, a mapped right-of-way off of Hawkins Avenue that is developed with a private driveway serving a house at 3201 Hawkins Avenue and a house at 3147 Sunset Drive, from Light Industrial (LI) to Residential Agricultural (RA) to allow the development of the site in a residential manner. The subject property is identified as Lee County Tax Parcels 9644-47-1938-00 and 9644-47-2965-00 as depicted on Tax Map 9644.01, is located to the rear/west of 3211 Hawkins Avenue, and is identified as lots 1 and 2 on a 2024 survey labeled Recombination Survey for William and Barbara Gordon recorded in plat cabinet 2024, slide 204 of the Lee County Register of Deeds Office.

The public is cordially invited to attend. Further information may be obtained from the Sanford/Lee County Community Development Department, 115 Chatham Street, Suite 1, Sanford, NC 27330 or by contacting Amy McNeill at (919) 718-4656, ext. 5397 or amy.mcneill@sanfordnc.net. Upon request and with 24-hour notice, the County will provide an interpreter for the hearing impaired or any other type of auxiliary aid.

Cualquier cuidadano que tenga preguntas o comentarios de las cosas al referido, puede comunicarse a el departamento de desarollo para Sanford/Condado de Lee, llame al (919) 718-4656.

By Hailey Hall
Lee County Clerk to the Board of Commissioners

Please publish the attached Public Notice in the Sanford Herald Classifieds Legal Section on Thursday, January 9, 2025 and on Thursday, January 16, 2025. If you have any questions regarding this notice, please call or email Amy McNeill at amy.mcneill@sanfordnc.net or 919-718-4656, ext. 5397.

Please reference this account (30031885) on the invoice and refer to as Lee County Planning Board Public Hearing Notice. You may send the publishers affidavit to the Sanford/Lee County Community Development Office, P.O. Box 3729, Sanford, NC 27330, Attention: Angela Baker.

Sanford/Lee County
Planning and Development
P.O. Box 3729, Sanford, NC 27331-3729

January 7, 2025

Dear Adjacent Property Owner:
The Unified Development Ordinance (UDO) of Lee County, North Carolina requires that adjacent property owners be notified when a request for a change in zoning classification has been scheduled for a public hearing before the Lee County Board of Commissioners and Planning Board.

LEE COUNTY PUBLIC NOTICE

Notice is hereby given that the Lee County Board of Commissioners and Planning Board will hold joint legislative hearings at a special called meeting on Wednesday, January 22, 2025 in the Dennis A. Wicker Civic & Conference Center at 1801 Nash Street, Sanford, N.C. This public hearing is to provide the public an opportunity to be heard. The Boards will consider one (1) application to amend the Official Zoning Map of Lee County, NC. The hearing will begin at 6:00 p.m. or as soon thereafter as deemed practical by the Boards. The rezoning application is described below:

1. ZONING MAP AMENDMENT / REZONING APPLICATION, PB ITEM 2025-0101
Application by William Gordon to rezone two adjoining tracts of land totaling 1.04 acres +/- with frontage on Sunset Drive, a mapped right-of-way off of Hawkins Avenue that is developed with a private driveway serving a house at 3201 Hawkins Avenue and a house at 3147 Sunset Drive, from Light Industrial (LI) to Residential Agricultural (RA) to allow the development of the site in a residential manner. The subject property is identified as Lee County Tax Parcels 9644-47-1938-00 and 9644-47-2965-00 as depicted on Tax Map 9644.01, is located to the rear/west of 3211 Hawkins Avenue, and is identified as lots 1 and 2 on a 2024 survey labeled Recombination Survey for William and Barbara Gordon recorded in plat cabinet 2024, slide 204 of the Lee County Register of Deeds Office.

Further information may be obtained from the Sanford/Lee County Community Development Department, 115 Chatham Street, Suite 1, Sanford, NC 27330 or by contacting Amy McNeill at (919) 718-4656, ext. 5397 or amy.mcneill@sanfordnc.net. Upon request and with 24-hour notice, the County will provide an interpreter for the hearing impaired or any other type of auxiliary aid.

Cualquier cuidadano que tenga preguntas o comentarios de las cosas al referido, puede comunicarse a el departamento de desarollo para Sanford/Condado de Lee, llame al (919) 718-4656.

By Hailey Hall,
Lee County Clerk to the Board of Commissioners

ADJACENT PROPERTY OWNERS' NOTIFICATION CERTIFICATION

I, Amy J. McNeill, hereby certify that the property owners and adjacent property owners of the following rezoning petitions as indicated on the Lee County Tax Maps were notified by First Class U.S. Mail on Tuesday, January 7, 2025.

1. ZONING MAP AMENDMENT / REZONING APPLICATION, PB ITEM 2025-0101
Application by William Gordon to rezone two adjoining tracts of land totaling 1.04 acres +/- with frontage on Sunset Drive, a mapped right-of-way off of Hawkins Avenue that is developed with a private driveway serving a house at 3201 Hawkins Avenue and a house at 3147 Sunset Drive, from Light Industrial (LI) to Residential Agricultural (RA) to allow the development of the site in a residential manner. The subject property is identified as Lee County Tax Parcels 9644-47-1938-00 and 9644-47-2965-00 as depicted on Tax Map 9644.01, is located to the rear/west of 3211 Hawkins Avenue, and is identified as lots 1 and 2 on a 2024 survey labeled Recombination Survey for William and Barbara Gordon recorded in plat cabinet 2024, slide 204 of the Lee County Register of Deeds Office.

Signature & Title: Amy J. McNeill, Senior Planner

Date: 01/07, 2025

Lee County, North Carolina

I, Tanner O'Quin, a Notary Public for ~~Lee~~ Harnett County and State of North Carolina do hereby certify that Amy McNeill, personally appeared before me on this day and acknowledged the due execution of the foregoing Instrument. Witness my hand and official seal, this the 7th day of January, 2025.

Notary Public Signature

My Commission expires 6/15/2026

SEAL

TANNER O'QUIN NOTARY PUBLIC HARNETT COUNTY, NC

ITEM #: III.B

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: February 17, 2025

SUBJECT: Public Hearing on the Lee County Agricultural Development and Farmland Preservation Ordinance

DEPARTMENT: Cooperative Extension

CONTACT PERSON: Bill Stone,

TYPE: Action Item

REQUEST	Hold a public hearing on the Lee County Agricultural Development and Farmland Preservation Ordinance, which will replace the 2013 Lee County Voluntary Agriculture District OrdinanceÂ .
BUDGET IMPACT	N/A
ATTACHMENTS	ExtensionAgBOC2-17-25_slides1-4.pdf VAD 2013.pdf Session Law 2021-78.pdf VAD EVAD Ordinance Revised Final.pdf
PRIOR BOARD ACTION	The Board of Commissioners previously adopted the Lee County Voluntary Agriculture District in 2013 (see attachment). The proposed Lee County Agricultural Development and Farmland Preservation Ordinance will replace the original Voluntary Agriculture District.
RECOMMENDATION	Hold a public hearing on the Lee County Agricultural Development and Farmland Preservation Ordinance, which will replace the 2013 Lee County Voluntary Agriculture District Ordinance.

SUMMARY

In 2021, the General Assembly adopted the Farm Act of 2021, allowing for changes to the voluntary agriculture and enhanced voluntary agriculture districts, a copy of the relevant section of the act is attached. Cooperative Extension staff worked to adopt many of these changes and determined it was best to repeal Lee County's existing Voluntary Agriculture District Ordinance, and adopt the new Lee County Agricultural Development and Farmland Preservation Ordinance. Revisions include the addition of the Enhanced Voluntary Agricultural District (EVAD). The EVAD program provides landowners with all of the benefits of the Voluntary Agricultural District (VAD), as well as providing options for sale of non-farm products, eligibility for certain cost share programs, and priority consideration for grant opportunities. In addition, EVAD participants agree to a ten-year irrevocable agreement, thus providing an additional level of sustained commitment by the landowner to the conservation agreement. The other most significant suggested revision to this policy is the decrease of the minimum acreage required for a landowner to qualify for the VAD/EVAD program. The requested change would allow a land owner, whose farm meets the criteria for a bona fide farm according to NC G.S. 160D-903, to enroll in the program with 1 (one) acre of land in production for horticultural or agricultural purposes. This change request reflects the emergence of more and more small farms across the county that meet the criteria for bona fide farm purposes but may have been previously ineligible for VAD due to having less than 5 acres of land in production under the existing ordinance. These revisions and updates to the policy have been reviewed and approved by the Lee County Agricultural Advisory Board at their January 15, 2025 meeting. The notice for the public hearing was advertised in The Sanford Herald, February 4, 2025. Staff is asking for a public hearing to be held on the proposed ordinance and a vote to occur at the next regular meeting of the Board.

Proposed Farmland Preservation Initiatives for Lee County



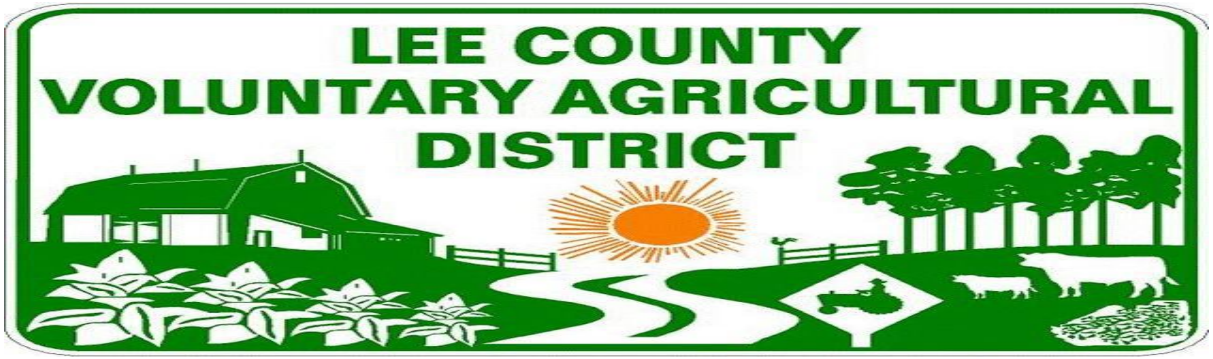
Ensuring the future of agriculture in Lee County through proactive land use planning and public investment

Farmland Preservation Initiatives

- Agricultural Development and Farmland Preservation Ordinance Revisions
- Proposed Conservation Easement Policy Using “Roll Back Taxes” from land coming out of Present Use Value (PUV) toward Conservation Easement projects

Agricultural Development and Farmland Preservation Ordinance Revisions

- Primarily focuses on Voluntary Agricultural Districts (VAD and Enhanced Voluntary Agricultural Districts (EVAD). These programs enhance agricultural awareness in the county and provide a level of nuisance protection for the farmer
- Most significant revisions to the ordinance include elimination of board required “membership by district”, addition of the EVAD program and a reduction of the minimum acreage required for membership in the program



Agricultural Development and Farmland Preservation Ordinance Revisions (Continued)

- Elimination of board required “membership by district”. This allows a larger pool of potential board members to select from across the county
- Addition of the Enhanced Voluntary Agricultural District (EVAD) program. ***EVAD requires a 10-year irrevocable agreement***. Landowners participating in EVAD may receive up to 25 percent of gross sales from the sale of non-farm products and still qualify as a bona fide farm, are eligible to receive the higher percentage of agricultural cost-share program dollars and are given higher priority for grants from state departments and institution
- Reduction of the minimum acreage requirement from 5 acres of horticultural use to “1 acre of land in production for horticultural or agricultural purposes used for bona fide farm purposes as that term is defined in N.C. Gen. Stat. § 160D-903”.

LEE COUNTY
VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE

BE IT ORDAINED by the Board of Commissioners of the County of Lee:

ARTICLE I
TITLE

An ordinance of the Board of County Commissioners of LEE COUNTY, NORTH CAROLINA, entitled, "VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE."

ARTICLE II
AUTHORITY

The articles and sections of this program are adopted pursuant to authority conferred by the Farmland Preservation Enabling Act, Article 61, Chapter 106 of the General Statutes of North Carolina, sections 106-735 through 106-744, and Chapter 153A.

ARTICLE III
PURPOSE

The purpose of this Ordinance is to promote agricultural values which include the protection of family farms, the general welfare of the county and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry; and increase protection from non-farm development and other negative impacts on properly managed farms.

This ordinance establishes many benefits for participating farmers and other county residents. These benefits include:

- Participation in the program is voluntary and the farmer/landowner may terminate participation at any time;
- The program helps to preserve and maintain farmland areas within the county;

- The program informs non-farming neighbors and potential land purchasers that the participating farm may emit noise, dust, forestry operations and smells (this feature may help avoid conflicts between neighbors and potential nuisance claims);
- The program gives the farming community a better voice in Lee County Commissioners decisions affecting farmland through county-wide farmland protection planning and other means;
- The program requires the Lee County Commissioners to use farmland "as a last resort" if they are attempting to condemn county lands;
- The program would provide greenspace and natural resources as the county's population and development expands;
- The program maintains opportunities to produce locally grown food and fiber;
- An agricultural advisory board that represents the interests of agriculture in local government.

ARTICLE IV
DEFINITIONS

The following are defined for purposes of this ordinance:

Advisory Board:	Lee County Agricultural Advisory Board
Chair:	Chair of the Lee County Agricultural Advisory Board
District:	Voluntary Agricultural District as established by this ordinance
Board of Commissioners:	Lee County Board of Commissioners
Mile:	An aerial mile, defined as the line between two points.
Farmland:	Land suitable for the production of food, fiber and timber products
Agriculture:	As defined in N.C.G.S. 106-581.1

1. The cultivation of soil for production and harvesting of crops, including but not limited to fruits, vegetables, sod, flowers and ornamental plants.
2. The planting and production of trees and timber.
3. Dairying and the raising, management, care, and training of livestock, including horses, bees, poultry, and other animals for individual and public use, consumption, and marketing.
4. Aquaculture as defined in G.S. 106-758.
5. The operation, management, conservation, improvement, and maintenance of a farm and the structures and buildings on the farm, including building and structure repair, replacement, expansion, and construction incident to the farming operation.

6. When performed on the farm, "agriculture", "agricultural", and "farming" also include the marketing and selling of agricultural products, agritourism, the storage and use of materials for agricultural purposes, packing, treating, processing, sorting, storage, and other activities performed to add value to crops, livestock, and agricultural items produced on the farm, and similar activities incident to the operation of a farm.

ARTICLE V
AGRICULTURAL ADVISORY BOARD

A. Creation

The Board of Commissioners shall establish an Agricultural Advisory Board to implement the provisions of this program.

B. Membership

The Advisory Board shall consist of no less than seven (7) members appointed by the Board of Commissioners and so distributed that each region outlined in Article VI, section A of this Ordinance has at least one (1) but no more than two (2) members.

C. Membership Requirements

1. Each Advisory Board member, except those serving in an *ex officio* capacity, shall be a Lee County resident or landowner.

2. A majority of the members shall be actively engaged in farming, horticulture and/or forestry. Of the members actively engaged in farming, horticulture and/or forestry there shall be at least one such member from each agricultural district in Lee County. This determination shall be made without reference to *ex officio* members.

3. The members actively engaged in farming, horticulture and/or forestry as well as other members, shall be selected for appointment by the Board of Commissioners from the names of individuals submitted to the Board of Commissioners by the Soil and Water Conservation District Board of Supervisors, North Carolina Cooperative Extension - Lee County, the U.S. Farm Service Agency County Committee, nonprofit agricultural organizations, conservation organizations, agribusiness, horticultural businesses, forestry businesses, and the public at large.

4. Additional members may be appointed to the Board in an *ex officio* capacity from the Soil and Water Conservation District, North Carolina Cooperative Extension, the U.S. Farm Service Agency, or other agencies, as deemed necessary by the Board of Commissioners. Members serving in an *ex officio* capacity shall neither vote nor count toward quorum requirements.

5. An "Application To Serve on County Boards" must be submitted to the Clerk of the Board of County Commissioners prior to appointment.

D. Tenure

The initial board shall consist of 2 appointees for terms of one year; 2 appointees for terms of two years; and 3 appointees for terms of three years. Thereafter, all appointments shall be for terms of three years, with reappointment permitted.

E. Vacancies

Any vacancy on the Advisory Board is to be filled by the Board of Commissioners for the remainder of the unexpired term.

F. Removal

Any member of the Advisory Board may be removed by the Board of Commissioners upon a two-thirds vote of the Commissioners. No cause for removal shall be required.

G. Funding

The *per diem* compensation, if any, of the members of the Advisory Board may be fixed by the Board of Commissioners and funds may be appropriated to the Advisory Board to perform its duties.

H. Advisory Board Procedure

1. Chairperson

The Advisory Board shall elect a chairperson and vice-chairperson each year at its first meeting of the fiscal year. The chairperson shall preside over all regular or special meetings of the Advisory Board. In the absence or disability of the chairperson, the vice-chairperson shall preside and shall exercise all the powers of the chairperson. Additional officers may be elected as needed.

2. Determination of Procedure

The Advisory Board may adopt rules of procedure not inconsistent with this Ordinance or with other provisions of State law.

3. Advisory Board Year

The Advisory Board shall use the Lee County fiscal year (July – June) as its meeting year.

4. Meetings

Meetings of the Advisory Board shall be held at the call of the chairperson and at such other times as the Advisory Board may specify in its rules of procedure or upon the request of at least a majority of the Advisory Board Membership. A meeting shall be held at least annually and notice of any meetings to the members shall be in writing, unless otherwise agreed to by all Advisory Board members. Meeting dates and times shall be posted forty-eight (48) hours in advance of the meeting on the bulletin board at the county courthouse, government center and the McSwain Extension Education and Agriculture Center. All meetings shall be open to the public.

5. Majority Vote and Quorum Requirements

All issues shall be decided by a majority vote of the members of the Advisory Board present. A quorum is defined as a simple majority plus one of Board membership. No business may be conducted by the Advisory Board without a quorum present.

6. Records

The Advisory Board shall keep full and accurate minutes of all official meetings. The minutes shall state the date of the meeting, the members present, a general summary of all action taken, a specific statement of motions made or action taken, and an accounting of the vote of each member present. The records of the Board and other official actions shall be filed in the office of the Advisory Board or its designee and shall be considered a public record.

7. Administrative

North Carolina Cooperative Extension - Lee County Center will serve the Advisory Board for record keeping, correspondence, application procedures under this Ordinance, and whatever services the Advisory Board needs to complete its duties.

I. Duties

The Advisory Board shall:

1. Review and approve or disapprove applications of landowners for enrollment of farmland, horticultural land, or forestland in a voluntary agricultural district;

2. Make recommendations concerning the establishment and modification of agricultural districts;

3. Conduct public hearings;

4. Advise the Board of Commissioners on projects, programs, or issues affecting the agricultural economy and agricultural, horticultural or forestry activities within the county that will affect agricultural districts;

5. Review and make recommendations concerning proposed amendments to this ordinance;

6. Develop a draft countywide farmland protection plan as defined in N.C.G.S. §106-744 (e) for presentation to the Board of Commissioners, and review and revise such plan annually;

7. Study additional methods of protection for farming, horticulture, forestry, and the attendant land base, and make recommendations to the Board of Commissioners; and

8. Perform other agricultural, horticultural, and forestry-related tasks or duties assigned by the Board of Commissioners.

9. Present an annual report to the Lee County Board of Commissioners and ~~to~~ Commissioner of Agriculture, North Carolina Department of Agriculture and Consumer Services (NCDA&CS).

ARTICLE VI
CREATION OF VOLUNTARY AGRICULTURAL DISTRICTS

A. Regions

For purposes of this ordinance, Lee County is hereby divided into 7 Regions as defined by townships below:

Pocket	West Sanford	Deep River	Cape Fear
East Sanford	Jonesboro	Greenwood	

B. Implementation

In order to implement the purposes stated in Article III, voluntary agricultural districts must meet the following standards:

1. The District shall contain at least one of the following contiguous acreages of farmland:
   a. 3 acres of horticultural land
   b. 10 acres agricultural land: or
   c. 20 acres of forest land

2. All land enrolled in a region, defined in section A, above, shall be part of a single District.

C. Education

The Advisory Board will encourage the formation of Districts. To further their purposes and objectives, the Advisory Board may implement public information programs to inform landowners of the voluntary agricultural district program.

D. Addition and Withdrawal

1. Qualifying land in a region with an existing District shall be added to the District as herein provided.

2. In the event that one or more participants in a voluntary agriculture district withdraws land from the program, the District will continue to exist so long as there is one qualifying farm.

ARTICLE VII
CERTIFICATION AND QUALIFICATION OF FARMLAND

A. Requirements

To secure county certification as qualifying farmland in a Voluntary Agricultural District, a farm must:

1. Be engaged in agriculture as defined in N.C.G.S. 106-581.1

2. Be managed, if highly erodable land exists on the farm, in accordance with the Natural Resources Conservation Service defined erosion-control practices that are addressed to said highly-erodable land; and

3. Be the subject of a conservation agreement, as defined in N.C.G.S. §121-35, between the county and the owner of such land that prohibits non-farm use or development of such land for a period of at least ten years, except for the creation of not more than three lots that meet applicable county zoning and subdivision regulations and except for certain mining or energy development activity which will co-exist with the stated farm use of such land; and

4. Be located in the unincorporated area of Lee County.

B. Public Documentation

1. The Conservation Agreement, which identifies farmland enrolled in a Voluntary Agricultural District, will be referred to the Land Records (GIS) office and to the Lee County Tax Office for registration on public documents.

2. Landowners may file their Conservation Agreement with the Lee County Register of Deeds Office. The Advisory Board will complete the filing. The landowner shall be responsible for all filing fees.

ARTICLE VIII
APPLICATION, APPROVAL, AND APPEAL PROCEDURE

A. Application Procedure

1. A landowner may apply to participate in the Voluntary Agricultural District program by submitting an application and fee to the Advisory Board or a designated staff person. The application shall be on forms approved by the Agriculture Advisory Board.

2. A conservation agreement (required by N.C.G.S. §106-737 and defined in N.C.G.S. §121-35) designated by the landowner to sustain, encourage, and promote agriculture must be executed by the landowner, notarized and submitted to the Advisory Board, which may submit the agreement to the Lee County Registrar of Deeds for recording.

B. Approval Process

1. Upon submission of the application to the Agriculture Advisory Board, the Board shall meet within thirty (30) days to approve or disapprove the application. The chairperson shall notify the applicant of approval or disapproval of participation in the district.

2. Upon receipt of an application, the chairperson will forward copies immediately to the following offices which shall be asked to provide comments, if any, to the Advisory Board prior to the date set for the Advisory Board vote on the application:

   a. The Lee County tax assessor;

   b. The Lee Soil and Water Conservation District office; and

   c. The N.C. Cooperative Extension, Lee County Center

C. Appeal

If an application is denied by the Agriculture Advisory Board, the landowner may, within fifteen (15) days of notification of denial, request in writing that the Advisory Board reconsider its decision. The request for reconsideration shall state the reason(s) therefore. Upon either an initial denial, if no request for reconsideration was made, or denial after reconsideration, the landowner shall have thirty (30) days from the date of notification to appeal the decision to the Board of Commissioners. Such appeal shall be presented in writing. The decision of the Board of Commissioners is final.

ARTICLE IX
REVOCATION, ENFORCEMENT AND RENEWAL OF CONSERVATION AGREEMENTS

A. Revocation and Enforcement

1. A landowner may revoke the Conservation Agreement or withdraw any or all of the land placed in a VAD by:

   a. Providing 30 days advance written notice to the Advisory Board.

b. Completing the Voluntary District Revocation/Nonrenewal of Conservation Agreement form.

c. Paying the current filing fee charged by the Register of Deeds (if property placed in a VAD was previously filed with the Register of Deeds).

2. The Advisory Board may revoke a landowner's Conservation Agreement based on noncompliance by the landowner, subject to the same provisions as contained in Article VIII(C). Such revocation shall result in loss of qualifying status and loss of eligibility to participate in a district. The landowner will be billed for the current filing fee for revocation documents charged by the Register of Deeds (if property was placed in a VAD and previously filed with the Register of Deeds).

3. Absent noncompliance by the landowner, neither the Advisory Board nor the Board of Commissioners shall revoke any Conservation Agreement prior to its expiration.

4. Transfers of land in a Voluntary Agricultural District due to death of the landowner, sale or gift shall not revoke the Conservation Agreement unless the land no longer meets the acreage needed to be qualifying farmland or for failure to continue to comply with the VAD rules.

5. If there is water or sewer assessments held in abeyance, and the new owner(s) fails to agree in writing to accept liability for those assessments the land is withdrawn either voluntarily or involuntarily from the District. The landowner will be billed for the current filing fee for Revocation documents charged by the Register of Deeds (if property was placed in a VAD and previously filed with the Register of Deeds).

6. Enforcement of the terms of a Conservation Agreement for land enrolled in a Voluntary Agricultural District shall be limited to revocation of the Conservation Agreement and the benefits derived there from. The landowner will be billed for the current filing fee for Revocation documents charged by the Register of Deeds (if property was placed in a VAD and previously filed with the Register of Deeds).

B. Renewal

A Conservation Agreement for land within a Voluntary Agricultural District shall be automatically renewed unless the landowner provides 30 day written notice to the Advisory Board of intent not to renew. Absent noncompliance by the landowner, neither the Advisory Board nor the Board of Commissioners shall fail to renew any Conservation Agreement unless this Ordinance or its authorizing legislation has been repealed.

ARTICLE X
WAIVER OF WATER AND SEWER OR ALL UTILITY ASSESSMENTS

A. No Connection Required

A landowner belonging to the District shall not be required to connect to Lee County or other jurisdictional water and/or sewer systems.

B. Abeyance

Water and sewer assessments shall be held in abeyance, without interest, for farms in a District, until improvements on such property are connected to the water or sewer system for which the assessment was made.

C. Termination of Abeyance

When the period of abeyance ends, the assessment is payable in accordance with the terms set out in the assessment resolution.

D. Suspension of Statute of Limitations

Statutes of limitations are suspended during the time that any assessment is held in abeyance without interest. The landowner may be required to sign an acknowledgement (that may be incorporated into the Conservation Agreement) of the abeyance of the statute of limitations upon collecting water and sewer assessments.

E. Other Statutory Abeyance Procedures

Nothing in this section is intended to diminish the authority of the County to hold assessments in abeyance under N.C.G.S. §153A-201, or other applicable law.

F. Conflict with Water and/or Sewer System Construction and Improvements Grants

To the extent that this section conflicts with the terms of federal, state, or other grants under which county utility systems are constructed this section shall not apply. This section shall not apply to utilities that are not owned by the County unless the County has entered into an agreement with the entity(ies) owning the utilities and that agreement provides that this Ordinance shall apply.

ARTICLE XI
PUBLIC HEARINGS

A. Purpose

Pursuant to N.C.G.S. §106-740, which provides that no state or local public agency or governmental unit may formally initiate any action to condemn any interest in farmland within a District until such agency or unit has requested the Advisory Board to hold a public hearing on the proposed condemnation.

B. Procedure

1. Within five (5) business days of receiving a request, the Advisory Board shall publish notice describing the proposed action in the appropriate newspapers of Lee

County and will, in the same notice, notify the public of a public hearing on the proposed condemnation to be held within ten (10) days of receipt of the request.

2. The Advisory Board shall meet to review:

   a. Whether the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved; and

   b. Whether there are alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the District within which the proposed action is to take place.

3. The Advisory Board shall consult with the County Agricultural Extension Agent, the Lee Soil and Water Conservation District Soil Conservationist, and any other individuals, agencies, or organizations deemed by the Advisory Board to be necessary for its review of the proposed action.

4. Within five (5) days after the hearing, the Advisory Board shall make a report containing its findings and recommendations regarding the proposed action. The report shall be made available to the public prior to its being conveyed to the decision-making body of the agency proposing the acquisition.

5. There will be a period of five (5) days allowed for public comment on the report of the Advisory Board.

6. After the five (5) day period for public comment has expired, the Advisory Board shall submit a final report containing all of its findings and recommendations regarding the proposed action to the decision making body of the agency proposing the acquisition.

7. The total time period, from the day that a request for a hearing has been received to the day that a final report is issued to the decision making body of the agency proposing the acquisition, shall not exceed thirty (30) days. If the agency agrees to an extension, the agency and the Advisory Board shall mutually agree upon a schedule to be set forth in writing and made available to the public.

8. Pursuant to N.C.G.S. §106-740, the Board of Commissioners shall not permit any formal initiation of condemnation by local agencies while the proposed condemnation is properly before the Advisory Board.

ARTICLE XII
NOTIFICATION

A. Record Notice of Proximity to Voluntary Agricultural District

1. Procedure: Upon certification of property as a District,

a. Lee County Strategic Services shall identify the location of the District, with definable boundaries on the County's tax maps.

b. The Lee County Tax Office will identify on the property record card that a Parcel is in the Voluntary Agricultural District.

c. The Lee County Register of Deeds shall provide notice to alert a person researching the title of a particular tract that such tract is located within one-half mile of a Voluntary Agricultural District. Reasonable notice shall include: a county map pinpointing Lee County Voluntary Agricultural Districts placed on a bulletin board located in the Register of Deeds office; referral information to Lee County's Geographic Information System (GIS) interactive mapping website; and the Register of Deeds website.

d. The Lee County Register of Deeds shall provide notice reasonably to alert a person researching the title of a particular tract that such tract is located within one-half mile of a Voluntary Agricultural District. Reasonable notice shall include a county map pinpointing Lee County Voluntary Agricultural Districts placed on a bulletin board located in the Register of Deeds office. In addition, the map shall include website addresses for the Lee County Register of Deeds and Lee County's interactive Geographic Information System (GIS).

e. The purpose of notification is to inform current and potential residents and property owners within an agricultural district, that farming and agricultural activities may take place in this District any time during the day or night. These activities may include, but are not limited to the following: pesticide spraying, manure spreading, machinery, truck, tractor operations, livestock operations, timber harvesting and control burning, and similar activities.

2. Limit of Liability

In no event shall the County or any of its officers, employees, members of the Advisory Board, or agents be held liable in damages for any misfeasance, malfeasance, or nonfeasance occurring in good faith in connection with the duties or obligations imposed by this Ordinance.

3. No Cause of Action

In no event shall any cause of action arise out of the failure of a person researching the title of a particular tract to report to any person the proximity of the tract to a qualifying farm or Voluntary Agricultural District as defined in this Ordinance.

B. Signage

1. Signs identifying approved agricultural districts shall be placed along the right-of-way of major roads that pass through or next to those districts. Placement of signage

shall be coordinated with the North Carolina Department of Transportation. The frequency of signage shall be determined by the Advisory Board.

2. Signage will be provided by the Voluntary Agricultural District program for posting on land enrolled in the program. Cost for the first sign is included as part of the application fee. Additional signage may be purchased from the program by the landowner.

3. The Voluntary Agricultural District program may accept donations to purchase signage. Nothing herein shall require the program to provide signage until funding is available.

C. Maps

Maps identifying approved agricultural districts shall be provided to the following agencies or offices:

1. Planning Department
2. Register of Deeds
3. North Carolina Cooperative Extension-Lee County Center
4. Soil and Water Conservation District
5. Farm Service Agency
6. Building Inspections
7. Tax Office
8. Strategic Services
9. Sanford Area Association of Realtors
10. Any other such agency or office the Advisory Board deems appropriate, including maps denoting the location of agricultural districts within the Lee County planning jurisdiction.

ARTICLE XIII
SUBDIVISION ORDINANCE AND ZONING ORDINANCE REVIEW

Developers of major subdivisions or planned unit developments shall designate on preliminary development plans, the existence of the Districts within one-half mile of the proposed development.

ARTICLE XIV
COUNTY LAND-USE PLANNING

A. Duty of the Advisory Board

It shall be the duty of the Advisory Board to advise the Board of Commissioners or the agency or office to which the Board of Commissioners delegate authority to oversee county land use planning, on the status, progress, and activities of the county's agricultural district program and to also coordinate the formation and maintenance of agricultural districts with the county's land use planning activities and the county's land use plan if one currently exists at the time this is enacted or when one is formed.

B. Posting of Notice

The following notice, of a size and form suitable for posting, shall be posted in the office of the Register of Deeds, and any other office or agency the Advisory Board deems necessary:

> Lee County has established agricultural districts to protect and preserve agricultural lands and activities. These districts have been developed and mapped by the county to inform all purchasers of real property that certain agricultural and forestry activities, including but not limited to pesticide spraying, manure spreading, machinery and truck operation, livestock operations, sawing, and other common farming activities may occur in these districts any time during the day or night. Maps and information on the location and establishment of these districts can be obtained from the North Carolina Cooperative Extension - Lee County Center, Soil and Water Conservation, Lee County Register of Deeds, the County Planning office, and Lee County Strategic Services.

C. Growth Corridors

At such time as the county might establish designated growth corridors, new agricultural districts shall not be permitted in the designated growth corridors, as delineated on the official county planning map without the approval of the Board of Commissioners. Existing districts located in growth corridors designated after such districts were established may remain, but shall not be expanded within the growth corridor area without the approval of the Board of Commissioners.

ARTICLE XV
CONSULTATION AUTHORITY

The Advisory Board may consult with North Carolina Cooperative Extension - Lee County Center, Lee County Soil and Water, the North Carolina Department of Agriculture and Consumer Services, and with any other individual, agency, or organization the Advisory Board deems necessary to properly conduct its business.

ARTICLE XVI
NORTH CAROLINA AGENCY NOTIFICATION

Annual-Report to the North Carolina Department of Agriculture and Consumer Services

A copy of this report shall be sent to the Office of the North Carolina Commissioner of Agriculture and Consumer Services, the Board of Commissioners, the County Office of North Carolina

Cooperative Extension, and the Soil and Water Conservation District office after adoption. At least annually the county shall submit a written report to the Commissioner of Agriculture and Consumer Services on the county's agricultural district program, including the following information:

1. Number of landowners enrolled
2. Number of acres enrolled
3. Number of acres certified during the reporting period
4. Number of acres denied during the reporting period
5. Number of acres for which applications are pending
6. Copies of any amendments to this Ordinance and
7. Any other information the Advisory Board deems useful.

ARTICLE XVII
LEGAL PROVISIONS

A. Severability

If any article, section, subsection, clause, phrase, or portion of this ordinance is for any reason found invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

B. Conflict with other ordinances and statutes

Whenever the provisions of this Ordinance conflict with other ordinances of Lee County, this Ordinance shall govern. Whenever the provisions of any federal or state statute require more restrictive provisions than are required by this Ordinance, the provisions of such statute shall govern.

C. Amendments

This Ordinance may be amended from time to time by the Board of Commissioners.

ARTICLE XVIII
ENACTMENT

This Ordinance shall be in full force and effect on or after the 18th day of February 2013.

Charles T. Parks, Chairman
LEE COUNTY BOARD OF COMMISSIONERS

ATTEST:

Gaynell M. Lee, Clerk to the Board

Approved as to form:

Garris Neil Yarborough
Lee County Attorney

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2021

SESSION LAW 2021-78
SENATE BILL 605

AN ACT TO MAKE VARIOUS CHANGES TO THE LAWS CONCERNING AGRICULTURE AND FORESTRY.

The General Assembly of North Carolina enacts:

VOLUNTARY AGRICULTURAL DISTRICT TECHNICAL CHANGES

SECTION 1. Article 61 of Chapter 106 of the General Statutes reads as rewritten:

"Article 61.

"Agricultural Development and Preservation of Farmland.

…

"Part 2. Voluntary Agricultural Districts.

"**§ 106-737. Qualifying farmland.**

In order for farmland to qualify for inclusion in a voluntary agricultural district or an enhanced voluntary agricultural district under Part 1 or Part 2 of this Article, it must be real property that:

(1) ~~Is engaged in agriculture as that word is defined in G.S. 106-581.1.~~Is used for bona fide farm purposes, as that term is defined in G.S. 106-743.4(a) and G.S. 160D-903.

(2) Repealed by Session Laws 2005-390, s. 11 effective September 13, 2005.

(3) Is managed in accordance with the Soil Conservation Service defined erosion control practices that are addressed to highly erodable land; and

(4) Is the subject of a conservation agreement, as defined in G.S. 121-35, between the ~~county~~ local government administering the voluntary agricultural district program and the owner of such land that prohibits nonfarm use or development of such land for a period of at least 10 years, except for the creation of not more than three lots that meet applicable county and municipal zoning and subdivision regulations. The form of the conservation agreement shall be approved by the agricultural advisory board created under G.S. 106-739.

"**§ 106-737.1. Revocation of conservation agreement.**

By written notice to the ~~county,~~ local government administering the voluntary agricultural district program, the landowner may revoke this conservation agreement. Such revocation shall result in loss of qualifying farm status.

"**§ 106-738. Voluntary agricultural districts.**

(a) An ordinance adopted under this Part shall provide:

(1) For the establishment of voluntary agricultural districts ~~consisting initially of at least the number of contiguous acres of agricultural land, and forestland or horticultural land that is part of a qualifying farm or the number of qualifying farms deemed appropriate by the governing board of the county or city adopting the ordinance;~~upon the execution of a conservation agreement as provided in G.S. 106-737(4).

~~(2) For the formation of such districts upon the execution by the owners of the requisite acreage of an agreement to sustain agriculture in the district;~~

~~(3) That the form of this agreement must be reviewed and approved by an agricultural advisory board established under G.S. 106-739 or some other county board or official;~~

~~(4) That each such district have a representative on the agricultural advisory board established under G.S. 106-739.~~

(5) The minimum size, including acreage; number of tracts; and appropriate proximity of multiple tracts of agricultural land, forestland, or horticultural land that may comprise a voluntary agricultural district.

(b) The purpose of such agricultural districts shall be to increase identity and pride in the agricultural community and its way of life and to ~~increase protection from nuisance suits~~ decrease the likelihood of legal disputes, such as nuisance actions between farm owners and their neighbors, and other negative impacts on properly managed farms. The county or city that adopted an ordinance under this Part may take such action as it deems appropriate to encourage the formation of such districts and to further their purposes and objectives.

(c) A county ordinance adopted pursuant to this Part is effective within the unincorporated areas of the county. A city ordinance adopted pursuant to this Part is effective within the corporate limits of the city. A city may amend its ordinances in accordance with G.S. 160A-383.2 with regard to agricultural districts within its planning jurisdiction.

"**§ 106-739. Agricultural advisory board.**

(a) An ordinance adopted under this Part or Part 3 of this Article shall provide for the establishment of an agricultural advisory board, organized and appointed ~~as the county or city that adopted the ordinance shall deem appropriate.~~ by the board of county commissioners or the city council adopting the ordinance. The county or city that adopted the ordinance may confer upon this advisory board authority to:

(1) Review and make recommendations or decisions concerning the establishment and modification of agricultural ~~districts;~~districts. The board of county commissioners or the city council may make decisions regarding the establishment and modification of voluntary agricultural districts or may delegate that authority to the agricultural advisory board. If the authority is delegated to the agricultural advisory board, the agricultural advisory board's decisions shall be appealable to the board of county commissioners or city council by an owner of land that has been denied enrollment in a voluntary agricultural district or has been removed from a voluntary agricultural district by the agricultural advisory board.

(1a) Execute agreements with landowners necessary for enrollment of land in a voluntary agricultural district.

(2) Review and make recommendations concerning any ordinance or amendment adopted or proposed for adoption under this Part or Part 3 of this ~~Article;~~Article.

(3) Hold public hearings on public projects likely to have an impact on agricultural operations, particularly if such projects involve condemnation of all or part of any qualifying ~~farm;~~farm.

(4) Advise the governing board of the county or city that adopted the ordinance on projects, programs, or issues affecting the agricultural economy or way of life within the ~~county;~~county.

(5) Perform other related tasks or duties assigned by the governing board of the county or city that adopted the ordinance.

(b) The members of the agricultural advisory board shall be chosen to provide the broadest possible representation of the geographical regions of the local government and to

represent, to the extent possible, all segments of agricultural production existing within the local government. A majority of the members of the agricultural advisory board shall be actively engaged in agriculture.

(c) The agricultural advisory board may, at the discretion of the board of county commissioners or the city council, utilize an existing local government agency for the purpose of administration, record keeping, and other related tasks or duties.

…

"**§ 106-741. Record notice of proximity to farmlands.**

(a) All counties shall require that land records include some form of notice reasonably calculated to alert a person researching the title of a particular tract that such tract is located within one-half mile of ~~a poultry, swine, or dairy qualifying farm or within 600 feet of any other qualifying farm or within one-half mile of a voluntary agricultural district.~~the property line of any tract of land enrolled in a voluntary agricultural district.

…

"**§ 106-743. Local ordinances.**

A county or a city adopting an ordinance under this Part or Part 3 of this Article may consult with the North Carolina Commissioner of Agriculture or ~~his~~ the Commissioner's staff before adoption, and shall record the ordinance with the Commissioner's office after adoption. Thereafter, the county or city shall submit to the Commissioner at least once a year, a written report including the status, ~~progress~~ progress, number of enrolled farms and acres, and activities of its farmland preservation program under this Part or Part 3 of this Article.

"Part 3. Enhanced Voluntary Agricultural Districts.

"**§ 106-743.1. Enhanced voluntary agricultural districts.**

(a) A county or a municipality may adopt an ordinance establishing an enhanced voluntary agricultural district. An ordinance adopted pursuant to this Part shall provide:

(1) For the establishment of an enhanced voluntary agricultural district that initially consists of at least the number of contiguous acres of agricultural land, and forestland and horticultural land that is part of a qualifying farm under G.S. 106-737 or the number of qualifying farms deemed appropriate by the governing board of the county or city adopting the ordinance.

(2) For the formation of the enhanced voluntary agricultural district upon the execution of a conservation agreement, as defined in G.S. 121-35, that meets the condition set forth in G.S. 106-743.2 by the landowners of the requisite acreage to sustain agriculture in the enhanced voluntary agricultural district.

(3) That the form of the agreement under subdivision (2) of this subsection be reviewed and approved by an agricultural advisory board established under G.S. 106-739, or other governing board of the county or city that adopted the ordinance.

~~(4) That each enhanced voluntary agricultural district have a representative on the agricultural advisory board established under G.S. 106-739.~~

(b) The purpose of establishing an enhanced voluntary agricultural district is to allow a county or a city to provide additional benefits to farmland beyond that available in a voluntary agricultural district established under Part 2 of this Article, when the owner of the farmland agrees to the condition imposed under G.S. 106-743.2. The county or city that adopted the ordinance may take any action it deems appropriate to encourage the formation of these districts and to further their purposes and objectives.

(c) A county ordinance adopted pursuant to this Part is effective within the unincorporated areas of the county. A city ordinance adopted pursuant to this Part is effective within the corporate limits of the city. A city may amend its ordinances in accordance with G.S. 160A-383.2 with regard to agricultural districts within its planning jurisdiction.

(d) A county or city ordinance adopted pursuant to this Part may be adopted simultaneously with the creation of a voluntary agricultural district pursuant to G.S. 106-738.
…."

ALLOW MAGISTRATES TO WAIVE TRIALS FOR STATE FOREST RULE OFFENSES

SECTION 2.(a) G.S. 7A-273 reads as rewritten:

"**§ 7A-273. Powers of magistrates in infractions or criminal actions.**

In criminal actions or infractions, any magistrate has power:

…

(2) In misdemeanor or infraction cases involving alcohol offenses under Chapter 18B of the General Statutes, traffic offenses, hunting, fishing, State park and recreation area rule offenses under Chapters 113 and 143B of the General Statutes, State forest rule offenses under Articles 74 and 75 of Chapter 106 of the General Statutes, boating offenses under Chapter 75A of the General Statutes, open burning offenses under Article 78 of Chapter 106 of the General Statutes, and littering offenses under G.S. 14-399(c) and G.S. 14-399(c1), to accept written appearances, waivers of trial or hearing and pleas of guilty or admissions of responsibility, in accordance with the schedule of offenses and fines or penalties promulgated by the Conference of Chief District Judges pursuant to G.S. 7A-148, and in such cases, to enter judgment and collect the fines or penalties and costs;

…."

SECTION 2.(b) This section becomes effective December 1, 2021, and applies to offenses committed on or after that date.

EXEMPT CERTAIN FIRES FROM OPEN BURNING LAWS

SECTION 3.(a) G.S. 106-950 is amended by adding a new subsection to read:

"(a2) Except in cases where the Commissioner has prohibited all open burning during periods of hazardous forest fire conditions or during air pollution episodes declared pursuant to Article 21B of Chapter 143 of the General Statutes, this Article does not apply to any fires started, or caused to be started, for cooking, warming, or ceremonial events, if the fire is confined (i) within an enclosure from which burning material may not escape or (ii) within a protected area upon which a watch is being maintained and which is provided with adequate fire protection equipment."

SECTION 3.(b) This section becomes effective December 1, 2021, and applies to offenses committed on or after that date.

FOREST SERVICE OVERTIME MODIFICATION

SECTION 4.(a) G.S. 106-903 reads as rewritten:

"**§ 106-903. Overtime compensation for forest fire fighting.**

The Department shall, within funds appropriated to the Department, provide either monetary overtime compensation or compensatory leave at an hour-for-hour rate, at its discretion, to the ~~professional~~ employees of the North Carolina Forest Service who are exempt from the Fair Labor Standards Act and involved in fighting forest ~~fires.~~fires for overtime earned while conducting fire suppression duties as defined in G.S. 106-955. If the Department provides compensatory leave for overtime earned, it shall be provided in a manner consistent with the State's general compensatory time policy for exempt employees established by the Office of State Human Resources."

SECTION 4.(b) This section is effective when it becomes law and applies to overtime earned on or after that date.

INCREASE PUNISHMENT FOR TIMBER LARCENY AND INCREASE CIVIL PENALTIES FOR DAMAGING TIMBER OR AGRICULTURAL COMMODITIES

SECTION 5.(a) G.S. 14-135 reads as rewritten:

"**§ 14-135. ~~Cutting, injuring, or removing another's~~ Larceny of timber.**

(a) Offense. – Except as otherwise provided in subsection (b) of this section, a person commits the offense of larceny of timber if the person does any of the following:

(1) ~~If any person not being the bona fide owner thereof, shall knowingly and willfully cut down, injure or remove any standing, growing or fallen tree or log off the property of another, the person shall be punished the same as in G.S. 14-72.~~Knowingly and willfully cuts down, injures, or removes any timber owned by another person, without the consent of the owner of the land or the owner of the timber, or without a lawful easement running with the land.

(2) Buys timber directly from the owner of the timber and fails to make payment in full to the owner by (i) the date specified in the written timber sales agreement or (ii) if there is no such agreement, 60 days from the date that the buyer removes the timber from the property.

(b) Exceptions. – The following are exceptions to the offense set forth in subsection (a) of this section:

(1) A person is not guilty of an offense under subdivision (1) of subsection (a) of this section if the person is an employee or agent of an electric power supplier, as defined in G.S. 62-133.8, and either of the following conditions is met:

a. The person believed in good faith that consent of the owner had been obtained prior to cutting down, injuring, or removing the timber.

b. The person believed in good faith that the cutting down, injuring, or removing of the timber was permitted by a utility easement or was necessary to remove a tree hazard. For purposes of this sub-subdivision, the term "tree hazard" includes a dead or dying tree, dead parts of a living tree, or an unstable living tree that is within striking distance of an electric transmission line, electric distribution line, or electric equipment and constitutes a hazard to the line or equipment in the event of a tree failure.

(2) A person is not guilty of an offense under subdivision (2) of subsection (a) of this section if either of the following conditions is met:

a. The person remitted payment in full within the time period set in subdivision (2) of subsection (a) of this section to a person he or she believed in good faith to be the rightful owner of the timber.

b. The person remitted payment in full to the owner of the timber within the 10-day period set forth in subsection (c) of this section.

(c) Prima Facie Evidence. – An owner of timber who does not receive payment in full within the time period set in subdivision (2) of subsection (a) of this section may notify the timber buyer in writing of the owner's demand for payment at the timber buyer's last known address by certified mail or by personal delivery. The timber buyer's failure to make payment in full within 10 days after the mailing or personal delivery authorized under this subsection shall constitute prima facie evidence of the timber buyer's intent to commit an offense under subdivision (2) of subsection (a) of this section.

(d) Penalty; Restitution. – A person who commits an offense under subsection (a) of this section is guilty of a Class G felony. Additionally, a defendant convicted of an offense under subsection (a) of this section shall be ordered to make restitution to the timber owner in an amount equal to either of the following:

(1) Three times the value of the timber cut down, injured, or removed in violation of subdivision (1) of subsection (a) of this section.

(2) Three times the value of the timber bought but not paid for in violation of subdivision (2) of subsection (a) of this section.

Restitution shall also include the cost incurred by the owner to determine the value of the timber. For purposes of subdivisions (1) and (2) of this subsection, "value of the timber" shall be based on the stumpage rate of the timber.

(e) Civil Remedies. – Nothing in this section shall affect any civil remedies available for a violation of subsection (a) of this section."

SECTION 5.(b) G.S. 1-539.1 reads as rewritten:

"**§ 1-539.1. Damages for unlawful cutting, removal or burning of timber; misrepresentation of property lines.**

(a) Any person, firm or corporation not being the bona fide owner thereof or agent of the owner who shall without the consent and permission of the bona fide owner enter upon the land of another and injure, cut or remove any valuable wood, timber, shrub or tree therefrom, shall be liable to the owner of said land for ~~double~~ triple the value of such wood, timber, shrubs or trees so injured, cut or removed.

(b) If any person, firm or corporation shall willfully and intentionally set on fire, or cause to be set on fire, in any manner whatever, any valuable wood, timber or trees on the lands of another, such person, firm or corporation shall be liable to the owner of said lands for ~~double~~ triple the value of such wood, timber or trees damaged or destroyed thereby.

…."

SECTION 5.(c) G.S. 1-539.2B reads as rewritten:

"**§ 1-539.2B. ~~Double~~ Triple damages for injury to agricultural commodities or production systems; define value of agricultural commodities grown for educational, testing, or research purposes.**

(a) Any person who unlawfully and willfully injures or destroys any other person's agricultural commodities or production system is liable to the owner for ~~double~~ triple the value of the commodities or production system injured or destroyed.

…."

SECTION 5.(d) Subsection (a) of this section becomes effective December 1, 2021, and applies to offenses committed on or after that date. Subsections (b) and (c) of this section become effective December 1, 2021, and apply to civil actions filed on or after that date.

REQUIRE TIMBER BUYERS AND TIMBER OPERATORS TO PROVIDE A WOOD LOAD TICKET TO SELLERS OF CERTAIN WOOD PRODUCTS

SECTION 6.(a) Article 22 of Chapter 14 of the General Statutes is amended by adding a new section to read:

"**§ 14-135.1. Wood load tickets required for certain wood product sales; exceptions; penalties.**

(a) Definition. – For purposes of this section, the term "wood product" means trees, timber, wood, or any combination thereof.

(b) Requirement. – Except as provided in this section, whenever a timber buyer or timber operator purchases wood product by the load directly from a timber grower or seller and the load is sold by weight, cord, or measure of board feet, the timber buyer or operator shall furnish the timber grower or seller, within 30 days of the completion of the wood product harvest, a separate, true, and accurate wood load ticket for each load of wood product removed from the timber grower's or seller's property. At a minimum, each wood load ticket shall include all of the following information provided by the timber grower or seller who sold the wood product:

(1) The name of the timber grower or seller.

(2) The county from which the wood product was severed.

(3) The amount of wood product severed.

(4) The date the wood product was delivered to the timber buyer or timber operator.

(c) Applicability. – The provisions of this section do not apply to the following:

(1) The sale of wood for firewood only.

(2) A landowner harvesting and processing their own timber.

(3) Bulk or lump sum sales for an agreed total price for all timber purchased and sold in one transaction.

(d) Punishment. – Any person who violates this section is guilty of a Class 2 misdemeanor."

SECTION 6.(b) This section becomes effective December 1, 2021, and applies to offenses committed on or after that date.

EXPAND THE LAWS ENFORCED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES LAW ENFORCEMENT OFFICERS

SECTION 7.(a) G.S. 106-897 reads as rewritten:

"**§ 106-897. Forest laws defined.**

The forest laws consist ~~of:~~of all of the following:

(1) ~~G.S. 14-136 to G.S. 14-140;~~G.S. 14-135 to G.S. 14-140.1.

(2) Articles 74 through 84 of this ~~Chapter;~~Chapter.

(3) G.S. 77-13 and ~~G.S. 77-14;~~G.S. 77-14.

(4) Other statutes enacted for the protection of forests and woodlands from fire, insects, or disease and concerning obstruction of streams and ditches in forests and ~~woodlands; and~~woodlands.

(5) Regulations and ordinances adopted under the authority of the above statutes."

SECTION 7.(b) This section becomes effective December 1, 2021, and applies to offenses committed on or after that date.

REQUIRE PRODUCTION OF ELECTRONIC RECORDS FOR DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES RECORD AUDITS

SECTION 8.(a) G.S. 106-92.8 reads as rewritten:

"**§ 106-92.8. Tonnage fees: reporting system.**

For the purpose of defraying expenses connected with the registration, inspection and analysis of the materials coming under this Article, each manufacturer or registrant shall pay to the Department of Agriculture and Consumer Services tonnage fees in addition to registration fees as follows: for agricultural liming material, fifty cents (50¢) per ton; for landplaster, fifty cents (50¢) per ton; excepting that these fees shall not apply to materials which are sold to fertilizer manufacturers for the sole purpose for use in the manufacture of fertilizer or to materials when sold in packages of 10 pounds or less.

Any manufacturer, importer, jobber, firm, corporation or person who distributes materials coming under this Article in this State shall make application for a permit to report the materials sold and pay the tonnage fees as set forth in this section.

The Commissioner of Agriculture shall grant such permits on the following conditions: The applicant's agreement ~~that he will~~ to keep such records as may be necessary to indicate accurately the tonnage of liming materials, etc., sold in the State and ~~his~~ the applicant's agreement for the Commissioner or ~~this~~ the Commissioner's authorized representative to examine such records to verify the tonnage statement. If the records are available electronically, the electronic records shall be made available to the Commissioner or the Commissioner's authorized representative. The registrant shall report quarterly and pay the applicable tonnage fees quarterly, on or before the tenth day of October, January, April, and July of each year. The report and payment shall cover the tonnage of liming materials, etc., sold during the preceding quarter. The report shall be

on forms furnished by the Commissioner. If the report is not filed and the tonnage fees paid by the last day of the month in which it is due, or if the report be false, the amount due shall bear a penalty of ten percent (10%) which shall be added to the tonnage fees due. If the report is not filed and the tonnage fees paid within 60 days of the date due, or if the report or tonnage be false, the Commissioner may revoke the permit and cancel the registration."

SECTION 8.(b) G.S. 106-277.12 reads as rewritten:

"**§ 106-277.12. Records.**

All persons transporting or delivering for transportation, selling, offering or exposing for sale agricultural or vegetable seeds if their name appears on the label shall keep for a period of two years a file sample and a complete record of such seed, including invoices showing lot number, kind and variety, origin, germination, purity, treatment, and the labeling of each lot. The Commissioner or ~~his~~ the Commissioner's duly authorized agents shall have the right to inspect such records in connection with the administration of this Article at any time during customary business hours. If the records are available electronically, the electronic records shall be made available to the Commissioner or the Commissioner's authorized representative."

SECTION 8.(c) G.S. 106-284.40(c)(2) reads as rewritten:

"(2) Keep such records as may be necessary or required by the Commissioner to indicate accurately the tonnage of commercial feed distributed in this State, and the Commissioner or ~~his~~ the Commissioner's duly designated agent shall have the right to examine such records during normal business hours, to verify statements of tonnage. If the records are available electronically, the electronic records shall be made available to the Commissioner or the Commissioner's authorized representative. Failure to make an accurate statement of tonnage or to pay the inspection fee or comply as provided herein shall constitute sufficient cause for the cancellation of all registrations on file for the distributor."

SECTION 8.(d) G.S. 106-671(b) reads as rewritten:

"(b) Reporting System. – Each manufacturer, importer, jobber, firm, corporation or person who distributes commercial fertilizers in this State shall make application to the Commissioner for a permit to report the tonnage of commercial fertilizer sold and shall pay to the North Carolina Department of Agriculture and Consumer Services an inspection fee of fifty cents (50¢) per ton. The Commissioner is authorized to require each such distributor to keep such records as may be necessary to indicate accurately the tonnage of commercial fertilizers sold in the State, and as are satisfactory to the Commissioner. Such records shall be available to the Commissioner, or ~~his~~ the Commissioner's duly authorized representative, at any and all reasonable hours for the purpose of making such examination as is necessary to verify the tonnage statement and the inspection fees paid. If the records are available electronically, the electronic records shall be made available to the Commissioner or the Commissioner's authorized representative. Each registrant shall report monthly the tonnage sold to non-registrants on forms furnished by the Commissioner. Such reports shall be made and inspection fees shall be due and payable monthly on the fifteenth of each month covering the tonnage and kind of commercial fertilizers sold during the past month. If the report is not filed and the inspection fee paid by the last day of the month it is due, the amount due shall bear a penalty of ten percent (10%), which shall be added to the inspection fee due. If the report is not filed and the inspection fee paid within 60 days of the date due, or if the report or tonnage be false, the Commissioner may revoke the permit."

TOBACCO TRUST FUND COMMISSION ADMIN EXPENSES

SECTION 9. G.S. 143-717(i) reads as rewritten:

"(i) Limit on Operating and Administrative Expenses. – All administrative expenses of the Commission shall be paid from the Fund. No more than ~~three hundred fifty thousand dollars ($350,000)~~ three hundred seventy-five thousand dollars ($375,000) may be used each fiscal year

for administrative and operating expenses of the Commission and its staff, provided that the Commission may annually adjust the administrative expense cap imposed by this subsection, so long as that any cap increase does not exceed the amount necessary to provide for statewide salary and benefit adjustments enacted by the General Assembly."

WORKERS' COMPENSATION DEFINITION CLARIFICATION

SECTION 10. G.S. 97-2 reads as rewritten:

"**§ 97-2. Definitions.**

When used in this Article, unless the context otherwise requires:

(1) Employment. – The term "employment" includes employment by the State and all political subdivisions thereof, and all public and quasi-public corporations therein and all private employments in which three or more employees are regularly employed in the same business or establishment or in which one or more employees are employed in activities which involve the use or presence of radiation, except agriculture and domestic services, unless 10 or more full-time nonseasonal agricultural workers are regularly employed by the employer and an individual sawmill and logging operator with less than 10 employees, who saws and logs less than 60 days in any six consecutive months and whose principal business is unrelated to sawmilling or logging. For purposes of this section, "agriculture" has the same meaning as in G.S. 106-581.1.

…."

CREATE A NEW GENERAL PERMIT FOR FARMS WITH FARM DIGESTER SYSTEMS

SECTION 11.(a) G.S. 143-213 reads as rewritten:

"**§ 143-213. Definitions.**

Unless the context otherwise requires, the following terms as used in this Article and Articles 21A of this Chapter are defined as follows:

…

(5a) The terms "animal waste" and "animal waste management system" have the same meaning as in G.S. 143-215.10B.

…

(12a) The term "farm digester system" means a system, including all associated equipment and lagoon covers, by which gases are collected and processed from an animal waste management system for the digestion of animal biomass for use as a renewable energy resource. A farm digester system shall be considered an agricultural feedlot activity within the meaning of "animal operation" and shall also be considered a part of an "animal waste management system" as those terms are defined in G.S. 143-215.10B.

(12b) The term "lagoon cover" means a structure or material that covers a lagoon receiving animal waste as part of an animal waste management system. For purposes of this subdivision, the term "lagoon" includes a lagoon as defined in G.S. 106-802(1) or a storage pond.

…

(14a) The term "renewable animal biomass energy resource" means any renewable energy resource, as defined in G.S. 62-133.8(a)(8), that utilizes animal waste as a biomass resource, including a farm digester system.

…."

SECTION 11.(b) G.S. 143-215.10C reads as rewritten:

"**§ 143-215.10C. Applications and permits.**

(a) No person shall construct or operate an animal waste management system for an animal operation or operate an animal waste management system for a dry litter poultry facility that is required to be permitted under 40 Code of Federal Regulations § 122, as amended at 73 Federal Register 70418 (November 20, 2008), without first obtaining an individual permit or a general permit under this Article. The Commission shall develop a system of individual and general permits for animal operations and dry litter poultry facilities based on species, number of animals, and other relevant factors. The Commission shall develop a general permit for animal operations that includes authorization for the permittee to construct and operate a farm digester system. It is the intent of the General Assembly that most animal waste management systems be permitted under a general permit. The Commission, in its discretion, may require that an animal waste management ~~system~~ system, including an animal waste management system that utilizes a farm digester system, be permitted under an individual permit if the Commission determines that an individual permit is necessary to protect water quality, public health, or the environment. After the general permit for animal operations that includes authorization for the permittee to construct and operate a farm digester system has been issued, the decision to require an individual permit shall not be based solely on the fact that the animal waste management system utilizes a farm digester system. The owner or operator of an animal operation shall submit an application for a permit at least 180 days prior to construction of a new animal waste management system or expansion of an existing animal waste management system and shall obtain the permit prior to commencement of the construction or expansion. The owner or operator of a dry litter poultry facility that is required to be permitted under 40 Code of Federal Regulations § 122, as amended at 73 Federal Register 70418 (November 20, 2008), shall submit an application for a permit at least 180 days prior to operation of a new animal waste management system.

…

(c) The Commission shall act on a permit application as quickly as possible and may conduct any inquiry or investigation it considers necessary before acting on an application.

(c1) Failure of the Commission to make a final permitting decision involving a notice of intent for a certificate of coverage under a general permit for animal operations that includes authorization for the permittee to construct and operate a farm digester system within 90 days of the Commission's receipt of a completed notice of intent shall result in the deemed approval of coverage under the permit. If the Commission fails to act within 90 days of the Commission's receipt of a completed notice of intent, the permittee may request that the Commission provide written confirmation that the notice of intent is deemed approved. Failure to provide this written confirmation within 10 days of the request shall serve as a basis to seek a contested case hearing pursuant to Article 3 of Chapter 150B of the General Statutes. Unless all parties to the case agree otherwise in writing, the administrative law judge shall issue a final decision or order in the contested case no later than 120 days after its commencement pursuant to G.S. 150B-23; provided that, upon written request of the administrative law judge or any party to the hearing, the Chief Administrative Law Judge may extend this deadline for good cause shown, no more than two times, for not more than 30 days per extension. Upon review of a failure to act on a notice of intent, the administrative law judge may either (i) direct the Commission to issue a written certificate of coverage under the general permit or (ii) deny the petition.

…."

SECTION 11.(c) For purposes of this section, the following definitions apply:

(1) "Certificate of coverage" means an approval granted to a person who meets the requirements of coverage under a general permit as provided in 15A NCAC 02T .0111 (Conditions for Issuing General Permits).

(2) "Commission" means the Environmental Management Commission.

(3) "Notice of intent" means a request for coverage under a general permit using forms approved by the Division of Water Resources of the Department of Environmental Quality.

SECTION 11.(d) The Commission shall immediately initiate the process of developing and issuing a general permit for animal operations that includes authorization for the permittee to construct and operate a farm digester system. In addition to conditions required to describe and authorize the construction, monitoring, and proper operation of farm digester systems, the general permit shall contain the same conditions that are included in the currently existing general permits for animal operations. The general permit shall become effective no later than 12 months after the effective date of this section and shall expire on the later of September 30, 2024, or the effective date of the next version of the currently existing general permit for animal operations.

SECTION 11.(e) Until the general permit issued under subsection (d) of this section becomes effective, any animal operation that holds a general or individual permit that (i) is in effect on the effective date of this section and (ii) authorizes the construction and operation of a farm digester system may construct and continue to operate the farm digester system as authorized by that permit. For any animal operation that holds a general or individual permit that is in effect on the effective date of this section, but that does not authorize the construction and operation of a farm digester system, an operator may submit a notice of intent to be covered under the general permit to be developed under subsection (d) of this section. If the submitted notice of intent is incomplete, the Commission shall notify the applicant of the deficiency in the notice of intent. When an operator submits a completed notice of intent, the Commission shall, within 90 days of receipt of the completed notice of intent, either issue a certificate of coverage allowing the operator to construct and operate the farm digester system or notify the operator of the basis for the denial of the certificate of coverage. If the Commission fails to take action on the notice of intent within 90 days, authorization to construct and operate a farm digester system under the existing general permit shall be deemed approved.

SECTION 11.(f) Nothing in this section shall apply to permits for facilities that are required to be permitted under 40 C.F.R. § 122, as amended at 73 Federal Register 70418 (November 20, 2008).

SECTION 11.(g) G.S. 106-806 reads as rewritten:

"**§ 106-806. Construction or renovation of swine houses at preexisting swine farms.**

(a) As used in this section, the following definitions apply:

(1) "Farm digester system" means a farm digester system as defined in G.S. 143-213(12a).

(2) "New swine farm" means any swine farm the operations of which were sited on or after October 1, 1995. "New swine farm" does not include any preexisting swine farm, even if a subsequent site evaluation is performed on or after October 1, 1995, at the preexisting swine farm.

~~(2)~~(3) "Preexisting swine farm" means any swine farm either the operations of which were begun prior to October 1, 1995, or the site evaluation of which was approved prior to October 1, 1995, by the Department of Environmental Quality under Part 1A of Article 21 of Chapter 143 of the General Statutes.

~~(3)~~(4) "Renovation or construction," "renovated or constructed," and any similar phrase mean any activity to renovate, construct, reconstruct, rebuild, modify, alter, change, restructure, upgrade, improve, enlarge, reduce, move, or otherwise perform construction work on a swine house that is a component of a swine farm.

…

(e) Notwithstanding any other provision of this Article, a farm digester system that is a component of a preexisting swine farm may be constructed or renovated if the construction or renovation of the farm digester system satisfies all of the following requirements:

(1) The construction or renovation of the farm digester system does not result in an increase in the permitted capacity of the swine farm, as measured by the annual steady state live weight capacity of the swine farm.

(2) The construction or renovation of the farm digester system does not result in requiring an increase in the total permitted capacity of the animal waste management system or systems located at the swine farm.

(3) The construction or renovation of the farm digester system shall comply with the siting requirements set out in G.S. 106-803 to the maximum extent practicable. Except as provided in subsection (c) of this section, construction or renovation of the farm digester system shall not result in any portion of the constructed or renovated farm digester system being located closer to the building, property, or well that is the object of the siting requirement than any existing component of the animal waste management system that fails to meet the siting requirements of G.S. 106-803.

(4) Renovation or construction of a farm digester system shall not be allowed in the 100-year floodplain."

SECTION 11.(h) G.S. 105-275(8) is amended by adding a new sub-subdivision to read:

"a2. Notwithstanding sub-subdivision a1. of this subdivision, sub-subdivision a. of this subdivision applies to a farm digester system as defined in G.S. 143-213(12a)."

SECTION 11.(i) This section is effective when it becomes law.

CLARIFY THE DURATION OF DRIVERS LICENSES FOR H-2A WORKERS

SECTION 12.(a) G.S. 20-7(f)(3) reads as rewritten:

"(3) Duration of license for certain other drivers. – The durations listed in subdivisions (1), (2) and (2a) of this subsection are valid unless the Division determines that a license of shorter duration should be issued when the applicant holds valid documentation issued by, or under the authority of, the United States government that demonstrates the applicant's legal presence of limited duration in the United States. In no event shall a license of limited duration expire later than the expiration of the authorization for the applicant's legal presence in the United States. A drivers license issued to an H-2A worker expires three years after the date of issuance of the H-2A worker's visa; provided, if at any time during that three-year period an H-2A worker's visa duration is not extended by United States Citizenship and Immigration Services, the license expires on the date the H-2A worker's visa expires. For purposes of this subdivision, the term "H-2A worker" means a foreign worker who holds a valid H-2A visa pursuant to the Immigration and Nationality Act (8 U.S.C. § 1101(a)(15)(H)(ii)(a)) and who is legally residing in this State."

SECTION 12.(b) This section is effective when it becomes law and applies to applications for licenses submitted on or after that date.

AG COST SHARE TECHNICAL CORRECTION

SECTION 13A. G.S. 106-850(b)(2) reads as rewritten:

"(2) The program shall ~~initially include the present 16 nutrient sensitive watershed counties and 17 additional counties.~~include the entire State."

SEVERABILITY CLAUSE AND EFFECTIVE DATE

SECTION 14.(a) If any provision of this act or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications

of this act that can be given effect without the invalid provision or application, and, to this end, the provisions of this act are declared to be severable.

SECTION 14.(b) Except as otherwise provided, this act is effective when it becomes law.

In the General Assembly read three times and ratified this the 30th day of June, 2021.

s/ Phil Berger
President Pro Tempore of the Senate

s/ Destin Hall
Presiding Officer of the House of Representatives

s/ Roy Cooper
Governor

Approved 12:05 p.m. this 2nd day of July, 2021

LEE COUNTY
AGRICULTURAL DEVELOPMENT AND FARMLAND PRESERVATION ORDINANCE

BE IT ORDAINED by the Board of Commissioners of the County of Lee:

ARTICLE I
TITLE

An Ordinance of the Board of County Commissioners of LEE COUNTY, NORTH CAROLINA, entitled "AGRICULTURAL DEVELOPMENT AND FARMLAND PRESERVATION ORDINANCE."

ARTICLE II
AUTHORITY

The articles and sections of this Ordinance are adopted pursuant to authority conferred by the N.C.G.S. §§106-735 through 106-744 and Chapter 153A.

ARTICLE III
PURPOSE

The purpose of this Ordinance is to promote agricultural values and the general welfare of the county and, more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture, and forestry; and decrease the likelihood of legal disputes, such as nuisance actions, between farm owners and their neighbors. This Ordinance shall repeal and replace the Voluntary Agricultural District Ordinance enacted February 18, 2013.

This Ordinance establishes a Voluntary Agricultural District ("VAD") and Enhanced Voluntary Agricultural District Program ("EVAD"), which provide the following benefits:

- Preserves and maintains agricultural areas in the county.
- Informs non-farming neighbors and potential land purchasers that the participating farm may emit noise, dust, and smells, which may avoid conflicts between neighbors and potential nuisance claims.
- Gives the farming community an enhanced voice in Lee County Commissioners' decisions affecting farmland.

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- Conserves open space and natural resources as the county's population and development expand.
- Farmer participation in the program is voluntary and the farmer may terminate his/her participation at any time.

ARTICLE IV
DEFINITIONS

The following are defined for purposes of this Ordinance:

Advisory Board: Lee County Agricultural Advisory Board.
Board of Commissioners: Lee County Board of Commissioners.
Chairperson: Chairperson of the Lee County Agricultural Advisory Board.
District: Voluntary Agricultural District as established by this Ordinance.
Nonfarm Use: Any use of land that does not qualify as bona fide farm use.
Conservation Agreement: as defined in N.C.G.S. § 121-35
Voluntary Agricultural District: as defined in N.C.G.S. § 106-738
Enhanced Voluntary Agricultural District: as defined in N.C.G.S. § 106-743.1

ARTICLE V
AGRICULTURAL ADVISORY BOARD

A. Creation

The Board of Commissioners establishes the Lee County Agricultural Advisory Board to implement the provisions of this program.

B. Membership

1. The Agricultural Advisory Board shall consist of no less than seven (7) voting members and an unlimited number of ex officio members. The members of the Agricultural Advisory Board shall be chosen to provide the broadest possible representation of the geographical regions of the local government and to represent, to the extent possible, all segments of agricultural production existing within Lee County.

2. Each Agricultural Advisory Board member, except those serving in an ex-officio capacity, shall be a Lee County resident or landowner.

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3. A majority of board membership shall be actively engaged in agriculture as defined in N.C.G.S. § 106-581.1. This determination shall be made without reference to ex-officio members.

4. All members of the Agricultural Advisory Board shall be selected for appointment by the Board of Commissioners from the names of individuals submitted to the Board of Commissioners by the Soil and Water Conservation District Board of Supervisors, the County Office of North Carolina Cooperative Extension, the U.S. Farm Service Agency County Committee, nonprofit agricultural organizations, conservation organizations, agribusiness, horticultural businesses, forestry businesses, and the public at large.

5. Additional members may be appointed to the Agricultural Advisory Board in an ex-officio capacity from the Soil and Water Conservation District Board of Supervisors, the County Office of North Carolina Cooperative Extension, the U.S. Farm Service Agency, or other agencies, as deemed necessary by the Board of Commissioners. Members serving in an ex-officio capacity shall neither vote nor count toward quorum requirements. All members shall be appointed by the Lee County Board of Commissioners.

C. Tenure

Agricultural Advisory Board members currently appointed to serve, will continue to serve their terms and any vacancies will be filled by the Lee County Board of Commissioners. All new appointees shall serve terms of four (4) years.

D. Vacancies

Any vacancy of a member appointed by the Board of Commissioners shall be filled by the Board of Commissioners for the remainder of the unexpired term.

E. Removal

Any member of the Agricultural Advisory Board may be removed by the Board of Commissioners upon a majority vote of the Commissioners. No cause for removal shall be required.

F. Advisory Board Procedure

The Agricultural Advisory Board procedures will be established in Bylaws to be established and approved by the Agricultural Advisory Board. The Advisory Board shall use the Lee County fiscal year as its meeting year.

G. Duties of Agricultural Advisory Board

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By approval of this Ordinance, the Lee County Board of Commissioners has delegated authority pursuant to N.C.G.S. §106-739(a)(1) to the Agricultural Advisory Board to:

- Review and approve or disapprove applications of landowners for enrollment of qualified farmland, horticultural land, or forestland into the Voluntary Agricultural Districts and make decisions concerning the establishment and modification of Voluntary Agricultural Districts and enroll qualifying farms into agricultural districts.
- Notify Lee County GIS of all established Voluntary Agricultural Districts and Enhanced Voluntary Agricultural Districts.
- Make recommendations concerning the establishment and modification of Voluntary Agricultural Districts, Enhanced Voluntary Agricultural Districts or Conservation Agreements or Conservation Easements.
- Execute agreements with landowners necessary for the enrollment of land in a Voluntary Agricultural District or an Enhanced Voluntary Agricultural District.
- Hold public hearings on public projects likely to have an impact on agricultural operations, particularly if such projects involve condemnation of all or part of any qualifying farm.
- Advise the Board of Commissioners on projects, programs, or issues affecting the agricultural economy and agricultural, horticultural or forestry activities or way of life within the county.
- Review and make recommendations concerning proposed amendments to this ordinance.
- Study additional methods of protection for farming, horticulture, forestry, and the attendant land base, and make recommendations to the Board of Commissioners.
- Perform other agricultural, horticultural, and forestry-related tasks or duties assigned by the Board of Commissioners.
- Consider development of a draft countywide farmland protection plan as defined in N.C.G.S. §106-744 (e) for presentation to the Board of Commissioners.

ARTICLE VI
IMPLEMENTATION OF
VOLUNTARY AGRICULTURAL DISTRICTS

A. Purpose

The purpose of establishing a Voluntary Agricultural District is to increase identity and pride in the agricultural community and way of life, decrease the likelihood of legal disputes and encourage an interest in the protection of farmland.

B. Participation

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Landowners wishing to participate in the Voluntary Agricultural District may apply as provided in this ordinance. Participation is voluntary.

C. General Requirements for Voluntary and Enhanced Voluntary Agricultural Districts

In addition to the requirements in Article 8 below, real property shall meet the following standards to qualify for a Voluntary Agricultural District or an Enhanced Voluntary Agricultural District:

- Be used or bona fide farm purposes as that term is defined in N.C. Gen. Stat. § 160D-903 and
- The District shall contain at least one of the following contiguous acreages of farmland:
  (a) 1 (one) acre of land in production for horticultural or agricultural purposes or
  (b) 10 (ten) acres of land for field crops or livestock or
  (c) 20 (twenty) acres of forestry production with a forestry management plan or
  (d) In the event a landowner has multiple tracts of qualifying farmland that are eligible and those tracts are located within one mile or less of each other, then they may comprise a Voluntary Agricultural District.
- All Landowner(s) requesting inclusion in the VAD and EVAD shall execute a conservation agreement with the Lee County Agricultural Advisory Board. Said agreement shall be in a form which is reviewed and approved by the Agricultural Advisory Board for the specified type of Agricultural District for which the Landowner is making application.
- The VAD and EVAD programs are completely voluntary, and landowners agree to be bound by the terms of their conservation agreement and this ordinance.
- All conservation agreements for VAD and EVAD must be recorded in the Lee County Register of Deeds.

ARTICLE VII
IMPLEMENTATION OF
ENHANCED VOLUNTARY AGRICULTURAL DISTRICT

A. Purpose

The purpose of establishing an Enhanced Voluntary Agricultural District is to provide additional benefits to farmland beyond what is available to the Voluntary Agricultural Districts, when the owner of the farmland agrees to a conservation agreement pursuant to N.C.G.S. § 106-743.2. The conservation agreement shall be between the Lee County Agricultural Advisory Board and the landowner and shall be irrevocable for a period of at least ten (10) years from the date of execution. At the end of its term, a conservation agreement shall automatically renew for a term of three (3) years, unless 30 days' advance written notice of termination is given by either party.

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B. Requirements of Enhanced Voluntary Agricultural Districts

All provisions above concerning Voluntary Agricultural Districts apply to the Enhanced Voluntary Agricultural District; therefore, all procedural requirements above and all benefits granted to Voluntary Agricultural Districts above apply to the Enhanced Voluntary Agricultural Districts.

C. Additional Benefits of Enhanced Voluntary Agricultural Districts

a. Property that is subject to the conservation agreement pursuant to N.C.G.S. § 106-743.2 that remains in effect may receive up to twenty-five (25) percent of its gross sales from the sale of nonfarm products and still qualify as a bona fide farm that is exempt from zoning regulations under N.C.G.S. § 160D-903. A farmer seeking to benefit from this, shall have the burden of establishing that the property's sale of nonfarm products did not exceed twenty-five (25) percent of its gross sales.

b. A person who farms land that is subject to a conservation agreement under N.C.G.S. § 106-743.2 that remains in effect is eligible under N.C.G.S. § 106-850(b) to receive the higher percentage of cost-share funds for the benefit of that farmland under the Agriculture Cost Share Program established pursuant to Article 72 of chapter 106 of the North Carolina General Statutes, for funds to benefit that farmland.

c. State departments, institutions or agencies that award grants to farmers are encouraged to give priority consideration to any person who farms land that is subject to a conservation agreement under N.C.G.S. § 106-743.2 that remains in effect.

ARTICLE VIII
CERTIFICATION AND QUALIFICATION OF FARMLAND

A. Requirements

In order for farmland to qualify for inclusion in a Voluntary Agricultural District or an Enhanced Voluntary Agricultural District, it must be real property that meets all of the following requirements:

1. The real property must be used for bona fide farm purposes, as that term is defined in N.C.G.S. §§ 106-737, 106-743.4(a) and 160D-903.
2. The real property must be managed, if highly erodible land exists on the farm, in accordance with the Natural Resource Conservation Service's defined erosion-control practices for highly erodible land.
3. The real property must be the subject of a conservation agreement as defined in N.C.G.S. §121-35 in accordance with N.C.G.S. § 106-737 and §106-743.4 between the county and

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the owner of such land that prohibits nonfarm use or development of such land for a period of at least ten (10) years, except for the creation of not more than three (3) lots that meet applicable municipal and county zoning and subdivision regulations. The form of the conservation agreements shall be approved by the Agricultural Advisory Board created under N.C.G.S. § 106-739.

4. The real property must be located in the unincorporated area of Lee County, unless a municipality of the County has by resolution requested that this Article be applicable within that municipality and such request has been formally granted by Lee County.

ARTICLE IX
CONSERVATION AGREEMENTS FOR VAD AND EVAD

For purposes of this program, "conservation agreement" means a right, whether or not stated in the form of a restriction, reservation, easement, covenant or condition, in any deed, will or other instrument executed by or on behalf of the owner of land or improvement thereon or in any order of taking, appropriate to retaining land or water areas predominantly in their natural, scenic or open condition or in agricultural, horticultural, farming or forest use, to forbid or limit any or all (i) construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground, (ii) dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials, (iii) removal or destruction of trees, shrubs or other vegetation, (iv) excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral substance in such manner as to affect the surface, (v) surface use except for agricultural, farming, forest or outdoor recreational purposes or purposes permitting the land or water area to remain predominantly in its natural condition, (vi) activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation, or (vii) other acts or uses detrimental to such retention of land or water areas.

Conservation Agreements as required by N.C.G.S. §§106-737 and 106-743.2 and defined in N.C.G.S. §121-35 suited to each district type (VAD or EVAD) must be executed for participation in the program for VAD and EVAD. All Conservation Agreements must be recorded with the Lee County Register of Deeds.

ARTICLE X
APPLICATION, APPROVAL, AND APPEAL PROCEDURE

A. Requirements to participate

In order for farmland to qualify for a VAD and EVAD, it must be real property that meets all of the following requirements in Article VI-A above:

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B. Application Procedure

A landowner may apply to participate in the Voluntary Agricultural District Program or Enhanced Voluntary Agricultural District by submitting an application to the Lee County Cooperative Extension. The application shall be on forms provided by Lee County Cooperative Extension and approved by the Agricultural Advisory Board and shall designate whether the application is for VAD or EVAD.

C. Approval Process

Upon receipt of an application, the County Extension Director will forward copies to the members of the Agricultural Advisory Board and all ex officio members for their evaluation.

The Agricultural Advisory Board shall meet within ninety (90) days of receipt of a completed application to determine if the application meets the minimum requirements established by this ordinance. The chairperson shall notify the applicant by first class mail of approval or disapproval within fifteen (15) days.

D. Appeal

If the Advisory Board determines an application does not meet the requirements of this ordinance, the applicant shall have sixty (60) days to appeal the decision to the Lee County Board of Commissioners. Such appeal shall be submitted in writing to the Clerk to the Board of Commissioners. The decision of the Board of Commissioners is final.

ARTICLE XI
NOTIFICATION AFTER ESTABLISHMENT

A. Public Awareness

Upon approval of a Voluntary Agricultural District or Enhanced Voluntary Agricultural District, the County Extension Director shall provide notification of said District to the following:

- Notification shall be mailed to the property owner / applicant by first class mail, to the Lee County Register of Deeds, the Lee County Tax Office and Lee County GIS Department.
- The Lee County Tax Department/GIS Mapping shall maintain maps of approved Districts within the Lee County Geographic Information Mapping System Database as well as an overlay for all tracts located within one-half (1/2) mile of the property line of any tract of land enrolled in a VAD or EVAD.
- The mapping information shall provide notice reasonably calculated to alert a person researching the title of a particular tract that such tract is located within one half (1/2)

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mile of the property line of any tract in a VAD or EVAD. This mapping information may be viewed by accessing the Lee County GIS website.

- In no event shall the County or any of its officers, employees, members of the Advisory Board, or agents be held liable in damages for any misfeasance, malfeasance, or nonfeasance occurring in good faith in connection with the duties or obligations imposed by this ordinance.
- In no event shall any cause of action arise out of the failure of a person researching the title of a particular tract to report to any person the proximity of the tract to a qualifying farm or VAD or EVAD as defined in this Ordinance.
- In no event shall any cause of action arise out of the failure of a person licensed under N.C.G.S. Chapters 93A or 93 E for failure to report to any person the proximity of a tract to a qualifying farm or VAD or EVAD.

B. Signage

Lee County may, in its discretion, place signs identifying approved VAD or EVAD along major roads that pass through or next to those districts. Members of the Voluntary or Enhanced Voluntary Agricultural Districts have the privilege of posting signs on their individual farms denoting their Agricultural District membership. Signs must be placed on the landowner's property outside of any right-of-way or easements and shall conform to Chapter 11, Sign Regulations, of the Lee County Zoning Ordinance.

ARTICLE XII
REVOCATION AND ENFORCEMENT, TRANSFER OF LAND, AND RENEWAL OF CONSERVATION AGREEMENTS

A. Revocation and Enforcement

For VAD: A landowner of qualifying farmland may revoke his/her participation in the Voluntary Agricultural District Program formulated pursuant to this ordinance by providing thirty (30) days advance written notice to the Agricultural Advisory Board. The Agricultural Advisory Board may revoke a landowner's participation in the Voluntary Agricultural District based on noncompliance by the landowner by giving the landowner thirty (30) days advance written notice. Revocation shall result in loss of qualifying farm status. A landowner may appeal any revocation by the Agricultural Advisory Board applicant by giving written notice to the Lee County Board of Commissioners within sixty (60) days of the written Notice from the Agricultural Advisory Board. Such appeal shall be submitted in writing to the Clerk to the Board of Commissioners. The decision of the Board of Commissioners is final. A notice of revocation shall be recorded with Lee County Register of Deeds sufficient to provide notice that the land has been withdrawn from the Voluntary Agricultural District program.

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For EVAD: Conservation Agreements for land in EVADs are irrevocable for a period of ten years. Enforcement of the terms of the conservation agreement may be through an action for injunctive relief and/or damages in the General Courts of Justice for Lee County, North Carolina. The County may seek costs of the action including reasonable attorney fees if such a provision is incorporated into the conservation agreement. The right to terminate program benefits is in addition to any legal rights that the County may have under either this Article or the terms of the applicable conservation agreement. The County may also terminate any benefits to the owner under this program either permanently or during the period of violation, as appropriate. If the Agricultural Advisory Board shall revoke the EVAD conservation agreement for cause, the landowner may appeal any revocation by the Agricultural Advisory Board applicant by giving written notice to the Lee County Board of Commissioners within sixty (60) days of the written Notice from the Agricultural Advisory Board. Such appeal shall be submitted in writing to the Clerk to the Board of Commissioners. The decision of the Board of Commissioners is final. A notice of revocation shall be recorded with Lee County Register of Deeds sufficient to provide notice that the land has been withdrawn from the Enhanced Voluntary Agricultural District program.

B. Transfer of Land

For VAD: Transfers of land in a Voluntary Agricultural District due to death of the landowner, sale, or gift shall not revoke the Conservation Agreement unless the land no longer meets the requirements contained in this ordinance. Enforcement of the terms of a Conservation Agreement for land enrolled in a Voluntary Agricultural District shall be limited to revocation of the Conservation Agreement and the benefits derived therefrom.

For EVAD: Transfers of land in an Enhanced Voluntary Agricultural District due to the death of the landowner, sale, or gift shall not revoke the conservation agreement. The conservation agreement for the Enhanced Voluntary Agricultural District shall be binding upon all successors in interest to the landowner, except for successors in interest resulting from the exercise of rights under a security interest or lien that preceded the conservation agreement.

C. Renewal of Conservation Agreements

For VAD: Conservation agreements for VADs shall automatically renew for subsequent ten (10) year terms unless either the landowner or the Agricultural Advisory Board provides written notice to the other party at least thirty (30) days prior to the expiration of the conservation agreement.

For EVAD: Conservation agreements for EVADS shall automatically renew for an additional three (3) years in perpetuity, unless the landowner or the Agricultural Advisory Board provides

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written notice to the other party at least thirty (30) days prior to the expiration of the conservation agreement.

D. Term

For VAD: The duration of a VAD conservation agreement shall be for ten (10) years.
For EVAD: The duration of an EVAD conservation agreement shall be irrevocable for ten (10) years.

ARTICLE XIII
PUBLIC HEARINGS ON CONDEMNATION OF FARMLAND

A. Purpose

Pursuant to N.C.G.S. §106-740, no State or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying farmland within a Voluntary Agricultural District or an Enhanced Voluntary Agricultural District until such agency or unit has requested the Agricultural Advisory Board to hold a public hearing on the proposed condemnation.

B. Procedure

Upon receiving a request to hold a hearing on the proposed condemnation, the Agricultural Advisory Board shall publish notice describing the proposed action in the appropriate newspaper of Lee County within ten (10) business days of the request and will in the same notice notify the public of a public hearing on the proposed condemnation, to be held within thirty (30) days of receipt of the request.

The Agricultural Advisory Board shall meet to review:

1. Whether the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved.
2. Whether there are alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the District within which the proposed action is to take place.
3. The Agricultural Advisory Board shall consult with the Cooperative Extension Agricultural Agent(s), Natural Resources Conservation Service District Conservationist, and any other individuals, agencies, or organizations deemed by the Agricultural Advisory Board to be necessary for its review of the proposed action.
4. Within five (5) days after the hearing, the Agricultural Advisory Board shall make a report containing its findings and recommendations regarding the proposed action. The

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report shall be made available to the public for comment prior to its being conveyed to the decision-making body of the agency proposing the acquisition by condemnation.

5. There will be a period of ten (10) days allowed for public comment on the report of the Agricultural Advisory Board.
6. After the ten (10) day period for public comment has expired, the Agricultural Advisory Board shall submit a final written report containing all of its findings and recommendations regarding the proposed action to the decision-making body of the agency proposing the acquisition by condemnation.
7. The total time period, from the day that a request for a hearing has been received to the day that a final report is issued to the decision-making body of the agency proposing the acquisition shall not exceed thirty (30) days. If the agency agrees to an extension, the agency and the Agricultural Advisory Board shall mutually agree upon a schedule to be set forth in writing and made available to the public.

C. Stay of condemnation action

The State, local government agency or governmental unit proposing to acquire property by condemnation may not formally initiate condemnation action while the proposed condemnation is properly before the Agricultural Advisory Board.

ARTICLE XIV

SUBDIVISION ORDINANCE AND ZONING ORDINANCE REVIEW

Major and minor subdivisions shall include a designation on all final subdivision plats, the existence of any and all Voluntary Agricultural and Enhanced Voluntary Agricultural Districts within one-half (½) aerial miles of the proposed development.

ARTICLE XV
COUNTY LAND-USE PLANNING

A. Duty of the Agricultural Advisory Board

It shall be the duty of the Agricultural Advisory Board to advise the Board of Commissioners or the agency or office to which the Board of Commissioners has delegated the authority to oversee county land-use planning, on the status, progress, and activities of the county's agricultural district program and to also coordinate the formation and maintenance of Voluntary Agricultural Districts with the county's land-use planning activities and the county's land-use plan if one currently exists at the time this is enacted or when one is formed.

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ARTICLE XVI
CONSULTATION AUTHORITY

The Agricultural Advisory Board may consult with North Carolina Cooperative Extension, the Natural Resources Conservation Service, the North Carolina Department of Agriculture and Consumer Services, and with any other individual, agency, or organization the Agricultural Advisory Board deems necessary to properly conduct its business.

ARTICLE XVII
NORTH CAROLINA AGENCY NOTIFICATION

At least annually, Lee County Cooperative Extension **shall** submit a written report to the Office of the Commissioner of Agriculture and Consumer Services on the county's agricultural district program, including the following information:

- Number of landowners enrolled
- Number of acres enrolled
- Number of acres certified during the reporting period
- Number of acres denied during the reporting period
- Number of acres for which applications are pending
- Copies of any amendments to this Ordinance
- Any other information the Advisory Board deems useful
- A copy of this report is available to the Board of Commissioners, Lee County Soil and Water Conservation District, Lee County Tax Department/GIS Mapping, Lee County Planning and Zoning Department and Lee County Forest Service.

ARTICLE XVIII
CONSERVATION EASEMENTS

The County will establish a policy governing landowner requests for conservation easements and will encourage and promote conservation easements in its educational materials.

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ARTICLE XIX
LEGAL PROVISIONS

A. Severability

If any article, section, subsection, clause, phrase, or portion of this is for any reason found invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

B. Conflict with other ordinances and statutes

Whenever the provisions of this Ordinance conflict with other ordinances of Lee County, this Ordinance shall govern. Whenever the provisions of any federal or state statute require more restrictive provisions than are required by this Ordinance, the provisions of such statute shall govern.

C. Amendments

This Ordinance may be amended from time to time by the Board of Commissioners.

D. Notice

A copy of this ordinance, once adopted, shall be recorded with the Commissioner of the N.C. Department of Agriculture and Consumer Services.

ARTICLE XX
ENACTMENT

The Lee County Board of Commissioners hereby adopts and enacts the preceding articles and sections of this Ordinance.

Adopted this the _____ day of _____, 202_____.

_____

Chairperson

ATTEST:

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_____

Clerk to Board of Commissioners

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ITEM #: VI.A

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: February 17, 2025

SUBJECT: Proposed Conservation Easement Policy and Establishment and Funding of an Agricultural Development and Farmland Preservation Program Fund

DEPARTMENT: Cooperative Extension

CONTACT PERSON: Bill Stone,

TYPE: Action Item

REQUEST	The purpose of this Conservation Easement Policy is to establish a procedure for landowners seeking Lee County involvement in their conservation easement, either financially or as a party. We are also requesting the establishment of an Agricultural Development and Farmland Preservation Program Fund that is referenced in the policy and the funding of said fund The Soil and Water Board, Agricultural Advisory Board, and Working Lands Protection Committee have reviewed this policy and are supportive of the recommendation to the Board of Commissioners.
BUDGET IMPACT	Requesting $340,610 from fund balance. This amount reflects the rollback taxes received in FY 23 and FY 24. In future years, rollback taxes received due to property coming out of Present Use Value deferment would be transferred from fund balance to the Agricultural Development and Farmland Preservation Program Fund after the County's audit is completed each year.
ATTACHMENTS	Conservation Easement PPT 2-17.pdf Conservation Easement Policy - 2.11.25.pdf
PRIOR BOARD ACTION	N/A

RECOMMENDATION	Requesting that the Board consider approval of the new conservation easement policy and the establishment and funding of an Agricultural Development and Farmland Preservation Fund.

SUMMARY

Conservation easement programs offer landowners a voluntary way to protect their land while potentially receiving financial and tax benefits. Conservation easements are a legal agreement between a landowner and a qualified organization (like a land trust or government agency) that permanently limits the future use of the land to protect its conservation values. See PowerPoint presentation for more explanation about the benefits. The Conservation Easement Policy that is before you for consideration proposes the establishment of an Agricultural Development and Farmland Preservation Program to handle the financial aspect of the policy. To establish the fund, it is proposed to take the rollback taxes that came from land coming out of Present Use Value (PUV) received in FY 23 ($272,837) and in FY 24 ($67,773) from fund balance. In future years, the rollback taxes would be transferred from fund balance after the Board's approval following the completion of the County's audit.

Conservation Easement Policy Overview



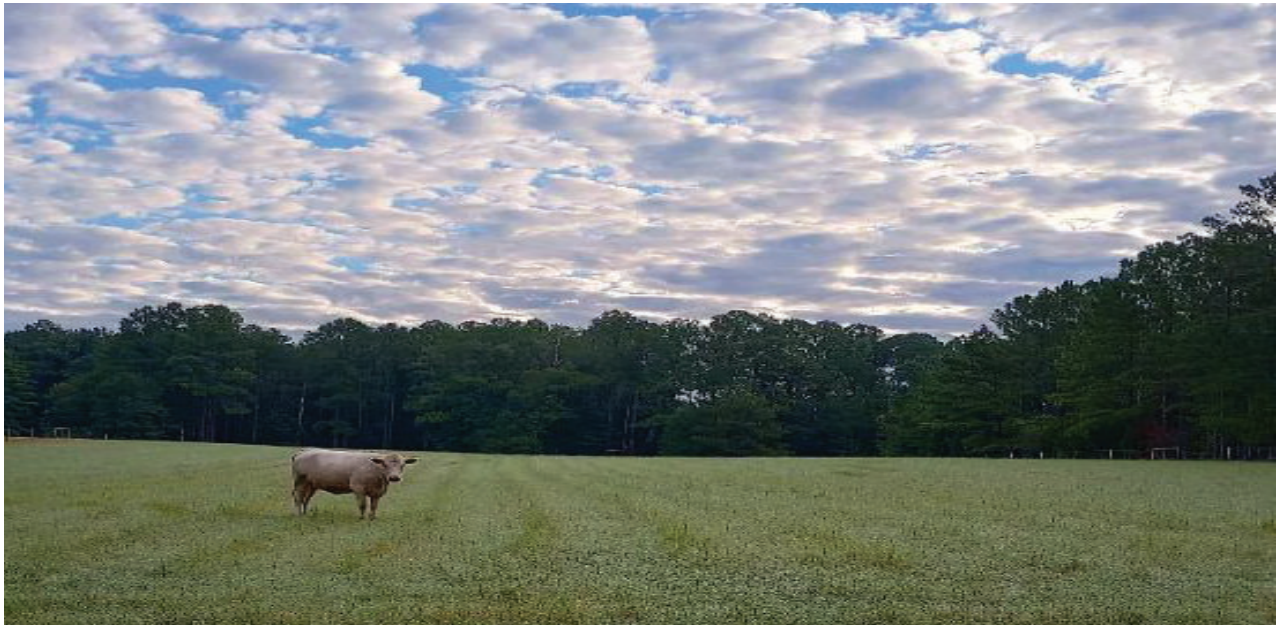
What is a Conservation Easement?

Conservation easements offer landowners a voluntary way to protect their land while potentially receiving financial and tax benefits. Conservation easements are a legal agreement between a landowner and a qualified organization (like a land trust or government agency) that permanently limits the future use of the land to protect its conservation values. Landowners retain ownership but give up certain development rights and easement agreements can be tailored to the specific property and conservation goals of the landowner

Benefits of a Lee County Conservation Easement Policy

- Easements can help reduce development pressure on County resources and infrastructure
- Provide a valuable asset and tool for County land use planning
- Can foster meaningful partnerships between the County, landowners, and conservation organizations
- Help establish a standard procedure for landowners seeking financial support for a conservation easement project through the County

Using Rollback Taxes from Land Coming out of Present Use Value (PUV) for Conservation Easement Projects



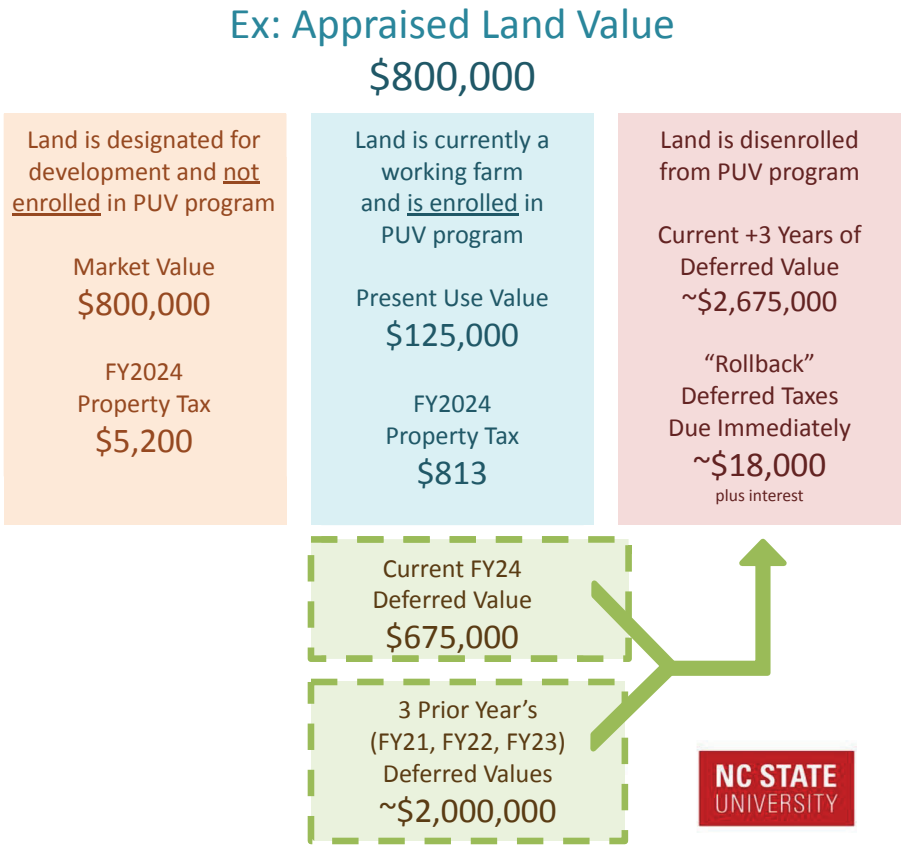
Proposed Funding Source for Conservation Easements:
Allocation of PUV Rollback Tax Dollars

What is PUV?

Property that qualifies for present-use value classification or PUV, is appraised at its present-use value, rather than its market value.

Present-use value is usually much less than market value and qualifying tracts are appraised at this lower value. The tax office also establishes a market value for the land, and the difference between the market value and the present-use value is maintained in the tax assessment records as deferred taxes.

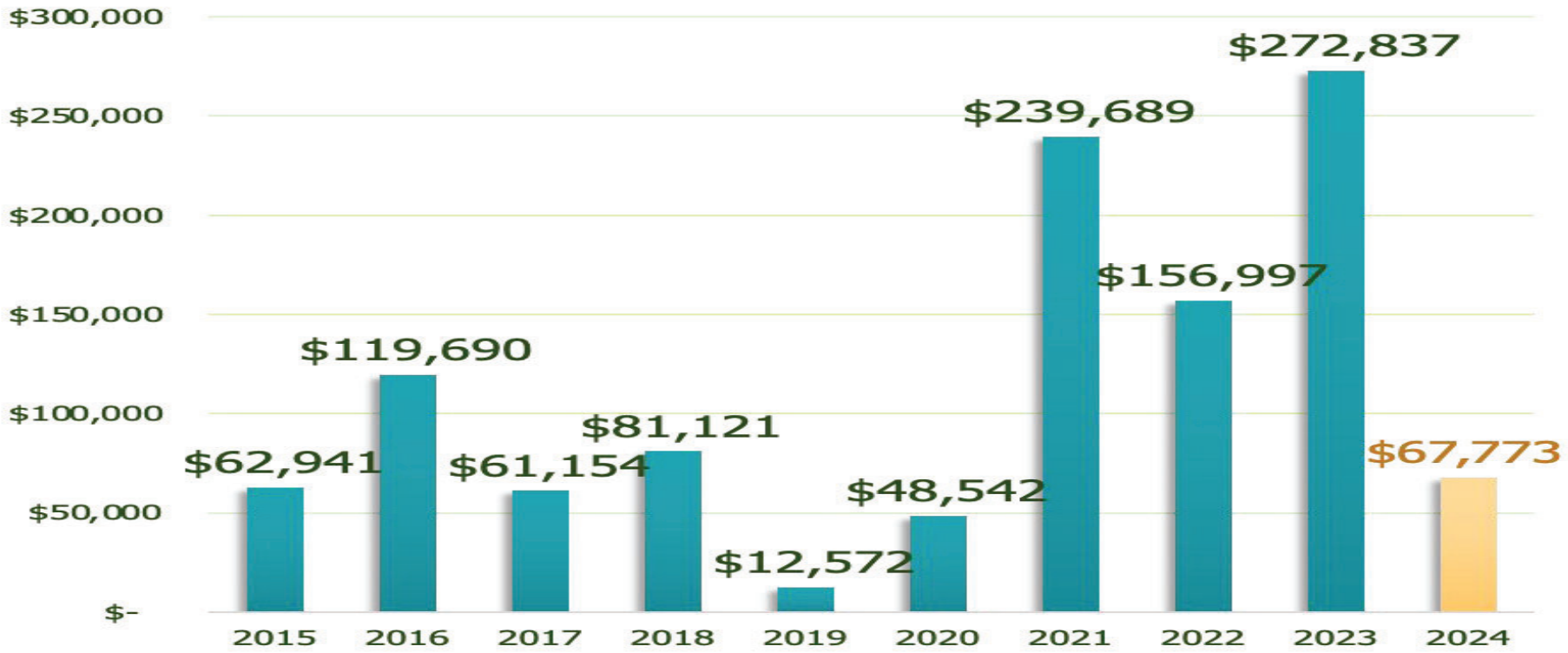
When land becomes disqualified from the present-use value program, the deferred “rollback” taxes for the current year and the three previous years with accrued interest, will usually become due and payable.



NC COOPERATIVE EXTENSION

Rollback Taxes Collected FY15-FY24

Data Courtesy of the Lee County Tax Office



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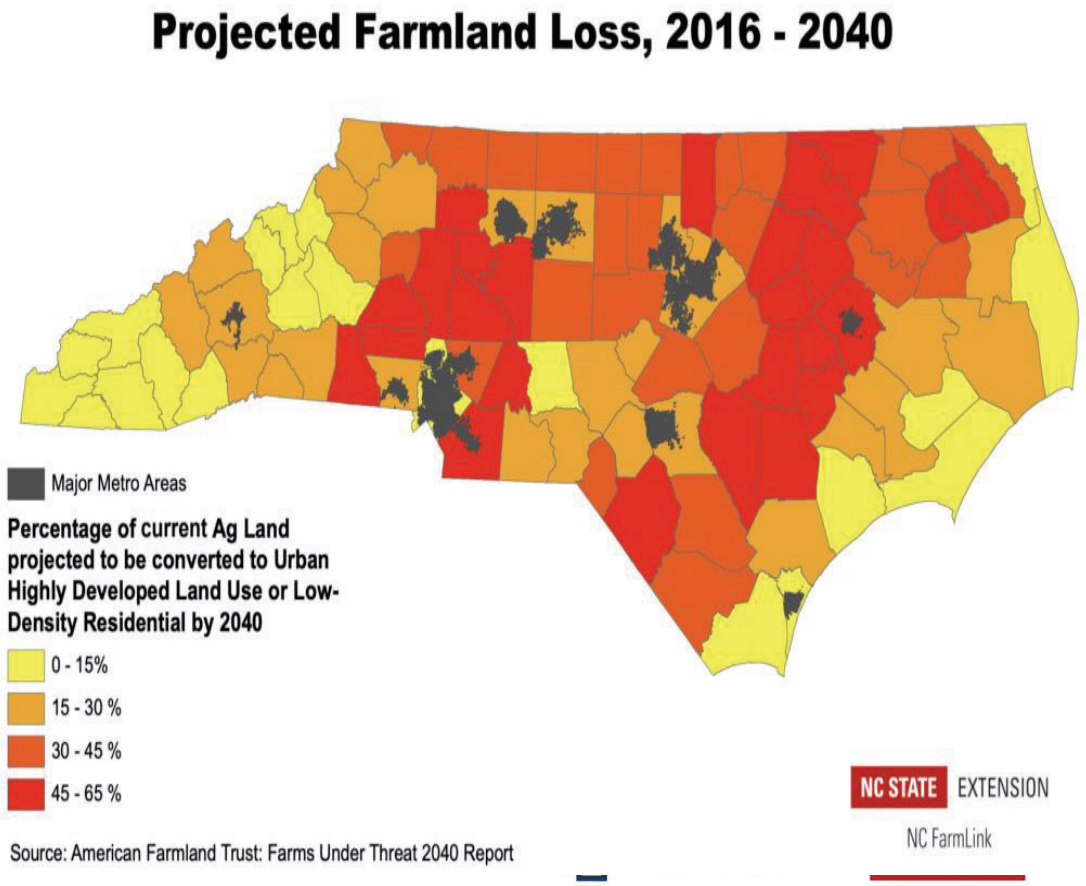
Predicting Rollback Taxes

It is not possible to determine with certainty which landowners might sell their land and/or remove it from the PUV program. The rollback tax only takes effect once the current or new landowner officially withdraws the land from the PUV program.

It is evident, though, that Lee County continues to grow at a pace that will threaten the working lands of the County.

By allocating future rollback taxes into a protected fund, we would be capitalizing on this growth to protect our working lands, no matter the total of rollback taxes. If successful, we should begin to see decreases in the annual amount of rollback taxes due to more sustainable development.



How Could Roll Back Taxes Benefit Conservation Easement Projects?

- Provide a landmark local investment in protecting agricultural lands
- Directly reinvest funds from lost farmland into existing farms
- Provide funding to farmers that could make or break a potential project
- Allows more flexible options for funding needs: May be used to help cover costs that grants may not always cover (appraisals, surveys, etc.)
- Opens opportunities to leverage significant state and federal funds through competitive grant programs. Typically used as matching funds or transaction costs on competitive state or federal grants, transaction costs on donated easements
- Can be spread across more projects a number of projects each year

NC COOPERATIVE EXTENSION

Thank You for Your Commitment to Preserving Local Farmland



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Conservation Easement Policy

I. Purpose

The purpose of this Conservation Easement Policy is to establish a procedure for landowners seeking Lee County involvement in their conservation easement, either financially or as a party. This policy is not applicable to any landowner who independently seeks a conservation easement with any third party or with the State of North Carolina, without asking for a financial commitment of the County; in those cases, Lee County has no approval, financial responsibility or involvement with the privately negotiated conservation easement.

Conservation easements carry significant implications on future use of the landowner's property, affecting the current landowner and future heirs of the property since they are perpetual. Any interested landowner should consult with an attorney to understand all legal and potential tax implications, prior to inquiring about a conservation easement.

II. Definitions

a. Agricultural Advisory Board: The Lee County Agricultural Advisory Board is a Board comprised of no less than seven members, appointed by the Lee County Board of Commissioners, with a majority of members being actively engaged in agriculture as defined in N.C.G.S. § 106-581.1. This Board approves Voluntary and Enhanced Voluntary Agricultural Districts and make recommendations to the Lee County Board of Commissioners concerning conservation easements.

b. Agricultural conservation easement: As defined in N.C.G.S. § 106-744(b), an agricultural conservation easement is a negative easement in gross restricting residential, commercial, and industrial development of land for the purpose of maintaining its agricultural production capability.

c. Conservation easement agreement: A voluntary legal agreement between the landowner and another entity that details the limitations and restrictions on the land being burdened by the easement.

d. Lee County: In this document, Lee County means Lee County Government, a political subdivision of the State of North Carolina.

e. Lee County Soil and Water Conservation District: is a governmental subdivision of the State of North Carolina, and a public body corporate and politic, with all powers and duties as set in N.C.G.S. § 139-8. The Soil and Water District, pursuant to N.C.G.S. § 139-7.1 is authorized to establish and maintain a special revenue fund for the purpose of maintaining conservation easements, pursuant to

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a resolution.

f. North Carolina Cooperative Extension- Lee County Center: The North Carolina Cooperative Extension is a partnership between NC State University and N.C. A & T University that is dedicated to providing information to the public concerning agriculture, 4-H youth development, food and nutrition, and the environment. N.C. Cooperative Extension of Lee County is the local Lee County office.

g. Qualified nonprofit conservation organization: A nonprofit, in good standing with the IRS, whose main function is to conserve agricultural land and who qualifies by IRS standards to legally hold conservation easements.

III. Financial Assistance Availability

The Lee County Board of Commissioners may in its discretion allocate funding to assist with offsetting costs related to conservation easements. No funding is guaranteed or inferred either through or by adoption of this policy. During the budget planning process, the Board of Commissioners will review the anticipated allocation of "roll back" on deferred taxes on properties disqualified for present use value. The Board, in its discretion, will then allocate all, a portion, or none of those taxes for the County's Agricultural Development and Farmland Preservation Program. Any designated funding will be available for costs associated with conservation easements. The funds are discretionary, and at any time the Board can reallocate any funds not otherwise committed to a specific project by action of the Board of Commissioners for any other county purpose. Any funding by Lee County does not impose any duty or liability on the County beyond funding the amount of the agreement. Landowners requiring financial assistance are encouraged to pursue all means of funding sources including State and Federal grant opportunities. The following are two ways Lee County may provide financial assistance for conservation easements with private owners of land in Lee County:

A. Financial Assistance Option 1: The Lee County Soil and Water District may be the holder of the conservation easement. In these cases, a private owner of land in Lee County may request the Lee County Soil and Water District to be the holder of its easement. If this occurs, the Lee County Soil and Water District will consider the request through its policies and/or procedures. The Lee County Soil and Water District would be responsible for maintaining, monitoring and enforcing the easement. The Lee County Soil and Water District may, in its discretion, refuse to purchase a conservation easement. The Lee County Board of Commissioners may authorize funding for actual costs related to a conservation easements approved by the Lee County Soil and Water District following the submission of a request for funding from the landowner in accordance with Section IV. A. of this policy.

B. Financial Assistance Option 2: A qualified non-profit may be the holder of the conservation easement. In this case, the non-profit will be responsible for maintaining, monitoring and enforcing the easement. Easements undertaken by a non-profit organization will

have no affiliation or legal connection to Lee County outside of the potential opportunity for funding assistance set forth herein. The Lee County Board of Commissioners may authorize funding for actual costs related to conservation easements sought by a Lee County land owner via a non-profit organization in accordance with Section IV. B. of this policy.

IV. Approval Process

A. Any landowner requesting Lee County Soil and Water District to be the holder of the conservation easement, must adhere to the following steps:

1. The landowner must submit a request to the Lee County Soil and Water District. If a request is submitted, the Lee County Soil and Water District will consider the request and follow the rules and procedures as adopted by the Lee County Soil and Water District or as set forth pursuant to the authorization of the State of North Carolina. The Lee County Soil and Water District maintains the right to not accept any applications.
2. If the Lee County Soil and Water District agrees to hold an easement, it can request funding through the Board of County Commissioners in the procedure as outlined herein.
3. After the Lee County Soil and Water District makes a determination to recommend a request for funding submitted by a landowner the District may submit the recommendation and forward the landowner's request to the Board of Commissioners for consideration.
4. Upon receipt of the receipt of the recommendation and request, the Board of Commissioners shall consider the request at its next available meeting. The Board of Commissioners shall review the request and decide whether to fund the request, deny the request, or modify the amount of funding requested in its sole discretion. The Board of Commissioners may request additional documentation or information from the landowner and/or Soil and Water District. If approved, the Board of Commissioners will enter into a written agreement with the Soil and Water District and the landowner to detail the payment process and use of the requested funds.
5. If no County funding is requested, after an agreement and all details have been negotiated between the Soil and Water District and the landowner, the Soil and Water District may in the interests of tracking conservation efforts across the County, notify Lee County for informational purposes.

B. Any landowner seeking a conservation easement through an approved non-profit that requests financial assistance from Lee County must adhere to the following steps:

1. A landowner who is interested in a conservation easement, shall seek the advice of an attorney and/or a financial advisor to ensure they understand and are aware of all legal implications of a conservation easement on their property.
2. If a landowner voluntarily agrees to move forward with an easement, the owner may seek a qualified non-profit conservation organization to work with the landowner to develop a conservation agreement and funding plan. The non-profit organization shall be

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responsible for purchasing, monitoring, and enforcement of the easement. The County and the Lee County Soil and Water District have no responsibility or liability for the contract, private funding, or enforcement of the conservation easement with the non-profit.

3. The non-profit conservation organization, on behalf of the landowner, may request some financial assistance from the County. The organization, with the landowner's consent, shall send written notification to the Lee County Cooperative Extension Director of the specific amount of funding that is being sought from the County and its proposed use.
4. The landowner and non-profit organization's joint request for financial assistance will then be submitted to the Agricultural Advisory Board. The Agricultural Advisory Board has ninety (90) days to convene to consider the financial request. The Board may, in its discretion, require a presentation by the non-profit and may request additional documentation prior to or at its meeting. The financial request must be for costs associated with the easement. The Board may consider factors including, but not limited to, the amount of the funding request, the amount being donated by the landowner, the location of the easement, the amount of outside funding, and/or the number of acres submitted for the easement.
5. The Agricultural Advisory Board must vote on the application and decide either (a) to approve the application and make a recommendation to the Board of Commissioners to fund it with a not to exceed amount, or (b) to deny the application and make no recommendation to the Board of Commissioners.
6. If the Agricultural Advisory Board approves the application, it must submit the recommendation to the Board of Commissioners for consideration at the Board of Commissioners' next meeting.
7. Upon receipt of the recommendation from the Agricultural Advisory Board, the Board of Commissioners shall consider the request at its next available meeting. The Board of Commissioners shall review the request and decide whether to fund the request, deny the request, or modify the amount of funding requested in its sole discretion. The Board may request presentation by the non-profit or landowner and may request additional information in its discretion prior to its decision. If approved, the Board will then enter into a written agreement with the non-profit organization and landowner to detail the payment process and use of the requested funds.
8. If the Agricultural Advisory Board does not approve the easement, the landowner has the right to appeal to the Board of Commissioners. The landowner will have sixty (60) days, from the date of the Agricultural Advisory Board's meeting where the vote was conducted, to submit a written appeal and mail a copy of its notice of appeal to the Clerk for the Lee County Board of Commissioners. The Board of Commissioners will schedule the appeal to be considered at one of its regular board meetings. The non-profit and landowner will have the right to be present and present evidence concerning the conservation easement and the funding request. The decision by the Board is in the Board of Commissioners' sole discretion and there is no guarantee the Board will approve the request. The decision made by the Board is final.

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V. Liability

Lee County, the Board of Commissioners, and the Lee County Soil and Water District shall not be liable to the non-profit, landowner, any third-party purchaser, or any other person or entity in connection with the conservation easement or this policy. Lee County's sole liability shall be for funding the specific amount approved by the Board of Commissioners.

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ITEM #: VII.A

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: February 17, 2025

SUBJECT: Monthly Financial Reports

DEPARTMENT: Finance

CONTACT PERSON: Candace Iceman, Finance Director

TYPE: Information

REQUEST	Please review the attached reports.
BUDGET IMPACT	See below.
ATTACHMENTS	January 2025 Monthly Financial Report.pdf November 2024 Sales Tax Distribution.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Please review the attached reports.

SUMMARY

The January 2025 Monthly Financial report is attached for your review. Ad valorem tax collections are 96.21% of the adopted budget. The target for expenditures for the end of January is 58.33%. Several departments are over this target due to the inclusion of encumbrances. If those encumbrances are excluded, Elections, IT and the Sheriff's departments remain over the target. This is due to costs associated with unforeseen additional Elections expenses, annual agreements for IT, and vehicle maintenance, replacement life safety capital outlay purchases as well as law enforcement related annual agreements for the Sheriff's office. The November 2024 Sales Tax Distribution report is also attached for your review. As a reminder, these reports run three months behind. We are 3.83% ahead of sales tax collections for the same period last fiscal year.

Lee County
Monthly Financial Report
For the Month Ended
January 31, 2025

	For the year ending June 30, 2024				For the year ending June 30, 2025				
	23-24 Budget	YTD Thru 1/31/24	January 2024	% Used	24-25 Budget	YTD Thru 1/31/25	January 2025	Encumbrances	% Used
General Fund									
Revenues									
Ad Valorem Taxes	57,610,237	57,574,904.25	9,235,724.03	99.94%	61,501,965	59,168,018.13	10,585,822.03		96.21%
Local Option Sales Taxes	27,219,851	7,503,366.22	1,935,155.77	27.57%	24,412,516	7,885,861.93	2,010,219.38		32.30%
Other Taxes and Licenses	714,000	505,305.99	41,060.99	70.77%	768,800	564,233.96	53,449.01		73.39%
Unrestricted Intergovernmental	285,797	105,950.19	-	37.07%	186,645	-	-		0.00%
Restricted Intergovernmental	11,299,632	4,493,663.09	707,137.98	39.77%	12,485,536	4,493,454.95	732,964.34		35.99%
Permits and Fees	332,856	184,519.16	24,454.39	55.44%	373,132	188,109.47	24,880.14		50.41%
Sales and Services	4,276,404	2,145,437.18	401,140.22	50.17%	4,717,322	2,131,979.26	367,137.33		45.19%
Investment Earnings	500,000	815,321.24	146,773.68	163.06%	1,250,000	927,166.74	177,736.96		74.17%
Miscellaneous	461,610	349,498.01	15,161.27	75.71%	305,080	222,872.71	5,471.87		73.05%
Total Revenues	102,700,387	73,677,965.33	12,506,608.33	71.74%	106,000,996	75,581,697.15	13,957,681.06		71.30%
Expenditures									
General Government									
Governing Body	255,296	139,291.54	12,672.86	54.56%	255,164	146,918.15	17,506.17	23.72	57.59%
Administration	1,044,419	551,338.21	71,921.47	52.79%	1,092,460	617,795.45	109,192.80	8,914.02	57.37%
Human Resources	963,441	461,605.46	60,002.54	47.91%	970,258	521,930.93	86,767.78	83,292.19	62.38%
Finance	799,025	426,071.12	62,890.44	53.32%	842,700	488,851.61	87,716.01	5,358.00	58.65%
Internal Services	659,382	309,347.18	53,168.25	46.91%	700,266	347,236.38	30,471.66	30,814.39	53.99%
Tax Administration	2,437,166	1,169,746.50	176,470.01	48.00%	2,321,939	1,159,624.45	204,144.43	283,062.12	62.13%
Strategic Services	648,618	384,105.92	44,971.57	59.22%	710,922	412,925.18	69,778.41	2,120.31	58.38%
County Attorney	1,469,993	455,628.12	68,464.60	31.00%	719,873	377,911.77	70,351.16	11,821.99	54.14%
Community Support Services				N/A	763,650	132,408.50	38,201.42	64,717.61	25.81%
Court Facilities	13,952	2,716.49	695.58	19.47%	13,952	1,883.01	253.61	-	13.50%
Elections	890,839	335,565.17	50,237.03	37.67%	832,345	538,639.49	57,719.53	25,782.71	67.81%
Register of Deeds	559,140	290,137.28	44,018.21	51.89%	567,627	293,662.39	48,205.27	25,842.68	56.29%
IT	2,000,130	1,170,579.35	108,612.95	58.53%	2,286,075	1,515,868.15	121,159.53	47,656.01	68.39%
General Services	6,982,665	2,520,243.23	404,592.47	36.09%	8,504,010	3,667,331.88	460,415.50	1,223,633.54	57.51%
Buggy Factory	140,322	22,198.62	2,310.31	N/A	398,777	74,258.81	2,297.03	16,100.00	22.66%
Total	18,864,388	8,238,574.19	1,161,028.29	43.67%	20,980,018	10,297,246.15	1,404,180.31	1,829,139.29	57.80%
Public Safety									
Sheriff	11,931,393	6,296,966.92	827,013.72	52.78%	12,511,291	7,625,982.17	1,335,520.42	173,644.24	62.34%
Jail	3,762,671	1,378,221.49	359,158.65	36.63%	3,926,899	2,088,458.41	429,847.12	525,777.39	66.57%
911 Communications	494,960	269,672.69	38,524.67	54.48%	532,891	310,853.06	44,407.58	-	58.33%
State Fire Control Contribution	124,182	49,112.51	11,239.34	39.55%	129,497	56,169.24	15,005.08	73,327.76	100.00%
Medical Examiner	70,000	13,250.00	400.00	18.93%	90,000	20,050.00	5,025.00	-	22.28%
Juvenile Detention	201,200	93,300.00	50,400.00	46.37%	211,200	-	-	-	0.00%
Emergency Medical Services	983,262	573,569.50	81,938.50	58.33%	1,042,256	607,982.69	86,854.67	-	58.33%
Emergency Services	827,997	347,421.53	36,884.71	41.96%	651,533	341,654.98	44,566.09	41,976.64	58.88%
Fire Marshal	640,411	277,447.65	25,983.47	43.32%	504,348	235,226.64	37,809.22	27,233.73	52.04%
Total	19,036,076	9,298,962.29	1,431,543.06	48.85%	19,599,915	11,286,377.19	1,999,035.18	841,959.76	61.88%

Lee County
Monthly Financial Report
For the Month Ended
January 31, 2025

	For the year ending June 30, 2024				For the year ending June 30, 2025				
	23-24 Budget	YTD Thru 1/31/24	January 2024	% Used	24-25 Budget	YTD Thru 1/31/25	January 2025	Encumbrances	% Used
Economic/Physical Development									
Planning	805,579	510,434.25	170,144.75	63.36%	746,592	559,944.00	186,648.00	-	75.00%
Economic Development	1,984,446	410,555.94	106,987.21	20.69%	1,896,180	460,709.08	113,245.80	71,875.50	28.09%
Cooperative Extension	395,555	191,980.36	33,503.10	48.53%	502,749	202,619.25	31,101.91	53,076.87	50.86%
Conservation	166,499	64,452.24	5,100.76	38.71%	168,965	95,123.92	17,091.52	-	56.30%
Total	3,352,079	1,177,422.79	315,735.82	35.13%	3,314,486	1,318,396.25	348,087.23	124,952.37	43.55%
Health and Welfare									
Health Department	5,523,871	2,471,734.98	342,576.68	44.75%	6,064,088	3,048,737.74	614,026.69	255,921.58	54.50%
Mental Health	240,000	140,000.00	20,000.00	58.33%	240,000	140,000.00	20,000.00	-	58.33%
Social Services-Admin	9,724,405	4,772,023.16	638,579.30	49.07%	10,318,880	5,451,034.02	964,837.58	59,707.13	53.40%
Social Services-Programs	1,347,549	328,855.18	60,809.38	24.40%	996,529	348,069.04	73,945.11	39,884.75	38.93%
Human Services Nonprofits	43,500	25,374.93	3,624.99	58.33%	45,000	14,778.03	2,150.00	-	32.84%
Human Services Nonprofits-Revenue Loss	210,000	105,000.00	-	50.00%	-	-	-	-	N/A
Human Services Nonprofits-State Grants	503,428	169,671.51	-	N/A	200,164	(202,649.45)	24,062.57	-	-101.24%
Senior Services - Transportation	1,800,493	574,941.00	56,555.84	31.93%	2,320,430	932,575.15	105,335.73	127,659.45	45.69%
Senior Services - General	1,697,300	844,754.88	91,064.95	49.77%	1,596,155	816,956.90	134,199.14	77,643.71	56.05%
JCPC	205,084	114,396.00	16,600.00	55.78%	205,084	116,238.20	16,869.70	-	56.68%
Emergency and Contingency	45,000	-	-	0.00%	45,000	-	-	-	0.00%
Total	21,340,630	9,546,751.64	1,229,811.14	44.74%	22,031,330	10,665,739.63	1,955,426.52	560,816.62	50.96%
Education									
School Current Expense	20,134,024	11,744,847.31	1,677,835.33	58.33%	21,507,824	12,546,230.69	1,792,318.67	-	58.33%
School Capital Outlay	2,032,500	786,041.69	112,291.67	38.67%	3,447,461	1,163,283.31	166,183.33	-	33.74%
CCCC Current Expense & Civic Ctr.	3,577,235	2,086,720.37	298,102.91	58.33%	3,864,930	2,254,542.45	322,077.49		58.33%
CCCC Special Appropriation	250,000	61,151.00	61,151.00	24.46%	250,000	40,480.75	-	-	16.19%
CCCC E. Eugene Moore Center	920,000	536,666.69	76,666.67	58.33%	718,745	419,267.94	59,895.42	-	58.33%
CCCC Capital Outlay	110,000	64,166.69	9,166.67	58.33%	150,000	87,500.00	12,500.00	-	58.33%
Total	27,023,759	15,279,593.75	2,235,214.25	56.54%	29,938,960	16,511,305.14	2,352,974.91	-	55.15%
Cultural and Recreational									
Libraries	1,312,028	635,009.85	104,531.97	48.40%	1,361,750	733,861.58	129,950.08	22,414.59	55.54%
Library-Grants	51,362	4,770.55	618.82	N/A	41,185	9,762.05	-	1,391.66	27.08%
Parks and Recreation	2,575,945	1,125,957.73	184,058.53	43.71%	2,746,600	1,451,765.80	206,916.98	139,010.04	57.92%
Nonprofits	10,000	5,833.31	833.33	58.33%	10,000	7,500.00	-	-	75.00%
Total	3,949,335	1,771,571.44	290,042.65	44.86%	4,159,535	2,202,889.43	336,867.06	162,816.29	56.87%
Debt Service	11,928,312	1,798,260.09	77,063.83	15.08%	15,649,895	4,560,467.70	75,611.83	-	29.14%
Total Expenditures	105,494,579	47,111,136.19	6,740,439.04	44.66%	115,674,139	56,842,421.49	8,472,183.04	3,519,684.33	52.18%
Revenues Over (Under) Expenditures	(2,794,192)	26,566,829.14	5,766,169.29	N/A	(9,673,143)	18,739,275.66	5,485,498.02	N/A	N/A

Lee County
Monthly Financial Report
For the Month Ended
January 31, 2025

	For the year ending June 30, 2024				For the year ending June 30, 2025				
	23-24 Budget	YTD Thru 1/31/24	January 2024	% Used	24-25 Budget	YTD Thru 1/31/25	January 2025	Encumbrances	% Used
Other Financing Sources (Uses):									
Transfers From Other Funds	1,571,100	1,105,500.00	1,105,500.00	70.36%	1,787,315	-	-	-	0.00%
Transfers to Other Funds	(3,722,105)	-	-	0.00%	(1,450,000)	-	-	-	0.00%
Total Other Financing Sources (Uses)	(2,151,005)	1,105,500.00	1,105,500.00	-51.39%	337,315	-	-	-	0.00%
Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing (Uses)	(4,945,197)	27,672,329.14	6,871,669.29	N/A	(9,335,828)	18,739,275.66	5,485,498.02	N/A	N/A
Appropriated Fund Balance	4,945,197	-	-	0.00%	9,335,828	-	-	-	0.00%
Revenues, Other Financing Sources and Appropriated Fund Balance Over (Under) Expenditures and Other Financing Uses	-	27,672,329.14	6,871,669.29	N/A	-	18,739,275.66	5,485,498.02	N/A	N/A

Lee County
Sales Tax Distribution
2024-2025

Date	For the Month of	Total Distribution	Article 39	Article 40 Total	Article 40 Co. (70%)	Article 40 Sch (30%)	Article 42 Total	Article 42 Co. (40%)	Article 42 Sch (60%)	Article 44	Art. 44 *524	Article 46
	Jul-24	1,951,794.88	752,639.85	447,504.74	313,253.32	134,251.42	437,264.79	174,905.92	262,358.87	-	35,049.94	279,335.56
	Aug-24	1,957,252.35	750,886.11	455,027.93	318,519.55	136,508.38	438,030.33	175,212.13	262,818.20	-	35,049.94	278,258.04
	Sep-24	1,966,595.32	788,004.98	416,106.03	291,274.22	124,831.81	443,956.26	177,582.50	266,373.76	0.32	35,049.94	283,477.79
1st qtr totals		5,875,642.55	2,291,530.94	1,318,638.70	923,047.09	395,591.61	1,319,251.38	527,700.55	791,550.83	0.32	105,149.82	841,071.39
	Oct-24	2,010,219.38	791,375.10	440,531.20	308,371.84	132,159.36	452,884.44	181,153.78	271,730.66		35,049.94	290,378.70
	Nov-24	1,988,817.28	763,555.32	464,088.41	324,861.89	139,226.52	444,868.89	177,947.56	266,921.33	(0.23)	35,041.17	281,263.72
	Dec-24	-	-	-	-	-	-	-	-	-	-	-
2nd qtr totals		3,999,036.66	1,554,930.42	904,619.61	633,233.73	271,385.88	897,753.33	359,101.33	538,652.00	(0.23)	70,091.11	571,642.42
	Jan-25	-	-	-	-	-	-	-	-	-	-	-
	Feb-25	-	-	-	-	-	-	-	-	-	-	-
	Mar-25	-	-	-	-	-	-	-	-	-	-	-
3rd qtr totals		-	-	-	-	-	-	-	-	-	-	-
	Apr-25	-	-	-	-	-	-	-	-	-	-	-
	May-25	-	-	-	-	-	-	-	-	-	-	-
	Jun-25	-	-	-	-	-	-	-	-	-	-	-
4th qtr totals		-	-	-	-	-	-	-	-	-	-	-
Grand total		9,874,679.21	3,846,461.36	2,223,258.31	1,556,280.82	666,977.49	2,217,004.71	886,801.88	1,330,202.83	0.09	175,240.93	1,412,713.81
Budget			9,319,515.00	5,393,557.00	3,775,490.00	1,618,067.00	5,393,557.00	2,157,423.00	3,236,134.00	-	420,000.00	3,385,887.00
% of budget received			41.27%		41.22%	41.22%		41.10%	41.10%		41.72%	41.72%

HISTORICAL ANALYSIS OF SALES TAX RECEIVED

Based on actual monthly distributions

ARTICLE 39

	Population	1st QUARTER	OCTOBER	NOVEMBER	DECEMBER	2nd QUARTER	3rd QUARTER	4th QUARTER	Total	Period % change
FY 24-25		**2,291,530.94**	791,375.10	763,555.32	-	**1,554,930.42**	**-**	**-**	**3,846,461.36**	**4.21%**
FY 23-24		**2,130,876.13**	765,513.21	794,527.05	819,941.80	**2,379,982.06**	**2,255,999.76**	**2,315,354.93**	**9,082,212.88**	**3.04%**
FY 22-23		**2,155,222.26**	719,607.81	713,552.53	821,915.68	**2,255,076.02**	**2,111,729.61**	**2,292,118.97**	**8,814,146.86**	**6.66%**
FY 21-22		**1,967,529.21**	600,653.30	685,751.63	792,665.59	**2,079,070.52**	**1,928,321.79**	**2,288,847.88**	**8,263,769.40**	**10.03%**

ARTICLES 40 & 42

FY 24-25		**2,637,890.08**	893,415.64	908,957.30		**1,802,372.94**	**-**	**-**	**4,440,263.02**	**3.27%**
FY 23-24		**2,552,299.41**	856,620.48	890,717.68	965,076.04	**2,712,414.20**	**2,492,768.60**	**2,688,619.18**	**10,446,101.39**	**3.15%**
FY 22-23		**2,548,721.74**	826,963.10	812,037.23	948,407.67	**2,587,408.00**	**2,375,333.59**	**2,615,700.26**	**10,127,163.59**	**7.52%**
FY 21-22		**2,240,815.70**	715,922.62	788,185.43	898,544.22	**2,402,652.27**	**2,187,602.67**	**2,587,839.98**	**9,418,910.62**	**15.82%**

ARTICLE 44

FY 24-25		**105,150.14**	35,049.94	35,040.94		**70,090.88**	**-**	**-**	**175,241.02**	**2.59%**
FY 23-24		**102,480.84**	34,160.28	34,178.10	34,178.10	**102,516.48**	**102,534.30**	**103,193.90**	**410,725.52**	**7.39%**
FY 22-23		**95,059.77**	31,686.59	31,691.98	31,691.98	**95,070.55**	**95,075.94**	**97,238.73**	**382,444.99**	**14.65%**
FY 21-22		**82,240.88**	27,408.95	27,465.47	27,426.55	**82,300.97**	**82,525.28**	**86,501.12**	**333,568.25**	**14.54%**

ARTICLE 46

FY 24-25		**841,071.39**	290,378.70	281,263.72		**571,642.42**	**-**	**-**	**1,412,713.81**	**4.71%**
FY 23-24		**782,554.07**	278,861.80	287,776.47	295,597.04	**862,235.31**	**816,743.86**	**852,247.38**	**3,313,780.62**	**4.36%**
FY 22-23		**776,612.08**	262,313.44	254,268.50	294,375.25	**810,957.19**	**756,163.47**	**831,562.29**	**3,175,295.03**	**6.88%**
FY 21-22		**710,779.81**	216,463.70	247,588.59	287,621.72	**751,674.01**	**686,084.84**	**822,373.74**	**2,970,912.40**	**12.44%**

TOTAL

FY 24-25		**5,875,642.55**	2,010,219.38	1,988,817.28	-	**3,999,036.66**	**-**	**-**	**9,874,679.21**	**3.83%**
FY 23-24		**5,568,210.45**	1,935,155.77	2,007,199.30	2,114,792.98	**6,057,148.05**	**5,668,046.52**	**5,959,415.39**	**23,252,820.41**	**3.35%**
FY 22-23		**5,575,615.85**	1,840,570.94	1,811,550.24	2,096,390.58	**5,748,511.76**	**5,338,302.61**	**5,836,620.25**	**22,499,050.47**	**7.20%**
FY 21-22		**5,001,365.60**	1,560,448.57	1,748,991.12	2,006,258.08	**5,315,697.77**	**4,884,534.58**	**5,785,562.72**	**20,987,160.67**	**12.98%**

COUNTY-WIDE
HISTORICAL ANALYSIS OF SALES TAX RECEIVED
Based on actual monthly distributions

ARTICLE 39

	Population	1st QUARTER	OCTOBER	NOVEMBER	DECEMBER	2nd QUARTER	3rd QUARTER	4th QUARTER	Total	Period % change
FY 24-25		**3,784,516.81**	1,296,959.06	1,277,398.69	**-**	**2,574,357.75**	**-**	**-**	**6,358,874.56**	**4.73%**
FY 23-24		**3,544,278.44**	1,239,918.85	1,287,734.12	1,353,085.49	**3,880,738.46**	**3,637,028.28**	**3,827,295.94**	**14,889,341.12**	**4.39%**
FY 22-23		**3,517,453.71**	1,161,948.21	1,147,249.66	1,327,769.27	**3,636,967.14**	**3,382,512.33**	**3,725,592.70**	**14,262,525.88**	**7.44%**
FY 21-22		**3,160,295.47**	980,966.40	1,104,702.87	1,270,045.13	**3,355,714.40**	**3,090,568.31**	**3,668,644.37**	**13,275,222.55**	**11.77%**

ARTICLES 40 & 42

FY 24-25		**3,635,550.10**	1,231,308.82	1,252,728.39	-	**2,484,037.21**	**-**	**-**	**6,119,587.31**	**3.92%**
FY 23-24		**3,495,744.59**	1,173,266.11	1,219,967.18	1,321,811.75	**3,715,045.04**	**3,414,208.49**	**3,698,243.77**	**14,323,241.89**	**4.09%**
FY 22-23		**3,457,192.86**	1,121,727.37	1,101,481.27	1,286,459.86	**3,509,668.50**	**3,222,001.89**	**3,571,845.53**	**13,760,708.78**	**7.83%**
FY 21-22		**3,035,261.37**	969,741.62	1,067,624.07	1,217,108.82	**3,254,474.51**	**2,963,182.50**	**3,508,635.38**	**12,761,553.76**	**15.64%**

ARTICLE 44

FY 24-25		**144,918.31**	48,305.96	48,293.54	-	**96,599.50**	**-**	**-**	**241,517.81**	**3.23%**
FY 23-24		**140,362.41**	46,787.47	46,811.87	46,811.87	**140,411.21**	**140,435.61**	**141,929.70**	**563,138.93**	**8.37%**
FY 22-23		**128,943.03**	42,981.01	42,988.33	42,988.33	**128,957.67**	**128,964.99**	**132,764.13**	**519,629.82**	**14.98%**
FY 21-22		**111,398.09**	37,126.36	37,202.92	37,150.20	**111,479.48**	**111,783.31**	**117,281.41**	**451,942.29**	**14.36%**

ARTICLE 46

FY 24-25		**841,071.39**	290,378.70	281,263.72	**-**	**571,642.42**	**-**	**-**	**1,412,713.81**	**4.71%**
FY 23-24		**782,554.07**	278,861.80	287,776.47	295,597.04	**862,235.31**	**816,743.86**	**852,247.38**	**3,313,780.62**	**4.36%**
FY 22-23		**776,612.08**	262,313.44	254,268.50	294,375.25	**810,957.19**	**756,163.47**	**831,562.29**	**3,175,295.03**	**6.88%**
FY 21-22		**710,779.81**	216,463.70	247,588.59	287,621.72	**751,674.01**	**686,084.84**	**822,373.74**	**2,970,912.40**	**12.44%**

TOTAL

FY 24-25		**8,406,056.61**	2,866,952.54	2,859,684.34	**-**	**5,726,636.88**	**-**	**-**	**14,132,693.49**	**4.35%**
FY 23-24		**7,962,939.51**	2,738,834.23	2,842,289.64	3,017,306.15	**8,598,430.02**	**8,008,416.24**	**8,519,716.79**	**33,089,502.56**	**4.32%**
FY 22-23		**7,880,201.68**	2,588,970.03	2,545,987.76	2,951,592.71	**8,086,550.50**	**7,489,642.68**	**8,261,764.65**	**31,718,159.51**	**7.67%**
FY 21-22		**7,017,734.74**	2,204,298.08	2,457,118.45	2,811,925.87	**7,473,342.40**	**6,851,618.96**	**8,116,934.90**	**29,459,631.00**	**13.52%**

ITEM #: VII.B

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: February 17, 2025

SUBJECT: County Manager's Monthly Report

DEPARTMENT: Administration

CONTACT PERSON: Hailey Hall,

TYPE: Information

REQUEST	Informational
BUDGET IMPACT	N/A
ATTACHMENTS	County Managers Report - 02-17-2025.pdf Parks and Rec Board Meeting Minutes_12-2024.pdf PERMIT ISSUANCE REPORT- JANUARY 2025.pdf Tax_Monthly Managers Report January 2025.pdf TRC Agenda_February 2025.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Informational

SUMMARY

County Manager Lisa Minter will provide a monthly report for the month of February 2025 to include updates on projects, department reports, and upcoming dates for the Board of Commissioners.

County Manager's Report – February 17, 2025

Ongoing Projects

Lee County Athletic Park

Field Construction: The installation of the synthetic turf on Fields 5 and 6 is complete. The field builder (Precision Turf) is now focusing on Fields 9 and 10 for fine grading and drainage installation. Fencing and field borders, including backstops, batting cages, and dugouts, are currently being installed.

Site Construction: Concrete installation has begun around the diamond fields and Field House A. The installation of street and walkway lights are in progress, along with pouring concrete sidewalks throughout the site. Playground delivery is anticipated to occur at the end of February 2025. The water system has been tested and approved by TriRiver Water. The total cost for the meter sets (x5 meters) and system development fees for water and sewer service to support the entire park is $63,320.57. A change order (PCO #025) for $10,245.49 was approved and included additional markings (tic marks for efficiency in program lining preparation) on the synthetic turf fields to allow for multiple sporting setups by Parks and Recreation, as well as monument sign changes. The changes to the monument sign include the added tag line (sporting legacies, lasting memories, built brick by brick) and removable panels for social media addresses.

Phase I & II Parks Projects

OT Sloan Park Accessibility Project: This project includes the installation of sidewalk, a concrete seat wall, ribbon curb, parking improvements, and construction of a playground with a pad surface. The general contractor is Sanford Contractors, and the playground contractor is Barr Recreation. Construction continues with grading completed, and the concrete for the border and sidewalk poured. Barr Recreation is currently onsite installing playground equipment.

Library Building Project: Construction continues with stormwater management installation and grading work to finalize the foundation pad, along with underground plumbing and electrical installation. Staff is working with Vines Architecture on coordinating plans for FFE (furniture, fixtures, and equipment) to finalize selections.

Historic Courthouse: The Historic Courthouse renovation project includes roof replacement with alternates for masonry and brownstone repairs. Harrod and Associates Constructors were awarded the bid. A pre-construction meeting was held on site on January 27, 2025. Staff is working on coordinating the project start date and construction schedule with the contractor, architect, and NCSHPO (North Carolina State Historic Preservation Office) based on the impacts and uncertainties created by recent federal funding developments.

Horton Park Parking Lot Improvements: Duke Energy has removed an existing light pole in the construction area that will be relocated after the parking lot is constructed. The contractor has performed final surveys onsite to support earthwork. Weather has impacted the start of construction, but the plan continues to have work completed before the pool opens in May 2025.

Lee County Jail Waste Pipe Replacement: The existing waste pipe in Cell Pods C & D at the Lee County Detention Center are in immediate need of replacement to mitigate ongoing plumbing ruptures due to the condition of the pipe. The project includes removal and replacement of existing cast-iron waste (sewer) and vent piping within Cell Pod C and D and the common utility

chase. The project was bid on January 24, 2025, and was awarded to Hare Plumbing Inc. A pre-construction meeting was held on site on February 6, 2025 to discuss the project work plan and schedule. The Sheriff's Office has initiated the process to relocate inmates from Cell Pod D, and work can begin once this cell block is cleared. The goal is to start work on March 10, 2025, if all inmates can be relocated as planned. The contract allows for 195 days to complete project work.

Reports

Tax – The Tax Department Collections report for January 2025 is attached.

Building Inspections – Attached is the monthly inspections report for January 2025.

TRC – The TRC Agenda for February 2025 is attached.

Library Board of Trustees – The next Library Board of Trustees meeting is scheduled for March 12, 2025 at 5:30 p.m.

Parks and Recreation – The Parks and Recreation Advisory Board December 2024 meeting minutes are attached.

Consolidated Human Services Agency – The next Consolidated Human Services Agency Board meeting is scheduled for Wednesday, February 19 at 7:00 p.m.

Upcoming Meetings/Events:

February 21, 2025 – Legislative Breakfast – San-Lee Nature Center – 9:00 a.m.

March 3, 2025 – Lee County Board of Commissioners Meeting – McSwain Center – 6:00 p.m.

March 17, 2025 – Lee County Board of Commissioners Meeting – McSwain Center – 6:00 p.m.

April 7, 2025 – Lee County Board of Commissioners Meeting – McSwain Center – 6:00 p.m.

April 21, 2025 – Lee County Board of Commissioners Meeting – Civic Center – 6:00 p.m.

Parks and Recreation Advisory Committee

Meeting Minutes

Location: Parks & Recreation Office, 2303 Tramway Road, Sanford NC 27332
Time: 5:30pm
Date: December 9, 2024

Members present were, Chairman Chad Spivey, Nathan Vorbeck, Cameron Sharpe, Pamela Adkins, David Dubuc, Evelyn Bullard, also present were Joseph Keel Parks and Recreation Director, Jack Clelland Assistant Director, and Judith Wilson secretary.

Absent: Vice Chair Greg Crowson, Douglas McCrimmon, Christina Barrow, and Heather Sinks.

I. Meeting Called to Order
Chairman Chad Spivey called the meeting to order at 5:31 PM.

II. Agenda Adjustments / Approval of Agenda
- No adjustments were made.
- **Motion**: Nathan Vorbeck motioned to approve the agenda. Pamela Adkins seconded.
- **Outcome**: Unanimous approval.

III. Consent Agenda
a) Approval of Meeting Minutes – October 28, 2024
- **Motion**: Nathan Vorbeck motioned to approve the minutes. David Dubuc seconded.
- **Outcome**: Unanimous approval.

IV. Public Comment
No public comments were made.

V. Old Business
a) Update on Current Projects

- KCP meeting with the state tomorrow to close out the grant process; the project ended a month ago, and we will receive $209,000 back.
- OT Sloan AFP grant: $412,000 grant; preconstruction meeting held last Friday with Sanford Contractors. They will handle grading, concrete, and the receding wall. Barrs Recreation is installing an all-inclusive playground, valued at $512,000, with a ribbon-cutting scheduled for 4/25.
- LCAP: Adam has received calls to rent the fields, and the project is 50% complete. Joseph Keel will present staffing and maintenance plans to the parks board and BOC for

the upcoming budget season. The staff will include a manager, admin/marketing, superintendent, and a 3-man field maintenance crew.
- T-ball complex restrooms are complete.
- EIF met with the State regarding historical markers; further meetings scheduled for mid-February.

b) Registration Updates

- Basketball: 510 participants last year; currently 500 participants, with a fee increase leading to more revenue and full gym usage.
- Cheerleading is down slightly; Art is doing well and the Gymnastics program is booming with 455 participants.
- Summer sports: Kickball now offered, with 150-200 participants.
- Fall sports: Volleyball, T-ball, and Flag Football added, serving ages 3-16, with a total of 600 participants.

VI. New Business
a) Refund Policy

- Discussion regarding refund requests: Several challenges were noted with requests being referred to the second bullet point of the policy, leading to confusion. The board discussed the possibility of removing the second bullet, particularly concerning no refunds after the program begins.
- In cases of missed classes, the policy will allow children to attend a different class if spots are available, particularly in gymnastics and art programs. No change needed here.
- Facility Rental No changes needed here.
- **Motion**: David Dubuc motioned to approve the changes in the refund policy. Pamela Adkins seconded.
- **Outcome**: Unanimous approval.

b) Pickleball/Tennis Courts Rental Fees

- There are growing requests for pickleball tournaments. The staff proposed setting rental fees: $15 per hour for court rentals, and $825 per day for tournaments utilizing all four courts at OT Sloan Park. The KCP courts will remain for public use only, with no rental fees.
- **Motion**: David Dubuc motioned to approve the rental fees for the pickleball courts and add them to the fee schedule. Nate Vorbeck seconded.
- **Outcome**: Unanimous approval.

Parks and Recreation Advisory Committee

Meeting Minutes

- The board has also asked LCPR to investigate the possibility of installing cameras at the courts.

VII. Additional Comments

- The board discussed changing the November meeting date to the second Monday in December to allow six weeks between meetings, rather than 8-10 weeks for the holidays.
- **Motion**: Evelyn Bullard motioned to change the November meeting to the 2nd Monday in December. Pamela Atkins seconded.
- **Outcome**: Unanimous approval.

VIII. Adjournment

• **Motion**: Pamela Adkins motioned to adjourn the meeting at 6:41 PM. Evelyn Bullard seconded.
• **Outcome**: Unanimous approval.

Prepared by:
Judith Wilson, Secretary

Lee County Parks & Recreation Commission, Chairman

Judith Wilson, Secretary

PERMIT ISSUANCE SUMMARY 1/1/2025 TO 1/31/2025
CITY OF SANFORD/SANFORD ETJ

Permit Type	Permit Work Class*	Permits Issued	ETJ	Square Feet	ETJ	Valuation	ETJ	Fees Paid	ETJ
Building (Non-Residential)	Accessory Structure	1	0	294	0	$35,000.00	$0.00	$117.60	$0.00
	Addition	1	0	160	0	$7,500.00	$0.00	$64.00	$0.00
	Alteration	5	1	43,055	2,240	$1,253,243.00	$7,000.00	$3,949.98	$60.00
	Manufactured Home	0	0	0	0	$0.00	$0.00	$0.00	$0.00
	Modular	0	0	0	0	$0.00	$0.00	$0.00	$0.00
	New	0	0	0	0	$0.00	$0.00	$0.00	$0.00
	Other	1	0	0	0	$185,323.05	$0.00	$741.29	$0.00
	Temp Constr. Trailer	1	0	1,536		$50,000.00	$0.00	$100.00	$0.00
	BUILDING (NON-RESIDENTIAL) TOTAL:	**9**	**1**	**45,045**	**2,240**	**$1,531,066.05**	**$7,000.00**	**$4,972.87**	**$60.00**
Building (Residential)	Accessory Structure	2	0	962	0	$26,090.00	$0.00	$190.90	$0.00
	Addition	4	0	2,314	0	$74,704.67	$0.00	$811.66	$0.00
	Manufactured Home	1	0	0	0	$0.00	$0.00	$350.00	$0.00
	Modular	0	0	0	0	$0.00	$0.00	$0.00	$0.00
	New	47	0	113,293	0	$8,055,916.14	$0.00	$41,599.81	$0.00
	Other	0	0	0	0	$0.00	$0.00	$0.00	$0.00
	Renovations	11	0	12,791	0	$249,265.00	$0.00	$3,138.46	$0.00
	Solar	1	0	0	0	$29,531.00	$0.00	$185.00	$0.00
	BUILDING (RESIDENTIAL) TOTAL:	**66**	**0**	**129,360**	**0**	**$8,435,506.81**	**$0.00**	**$46,275.83**	**$0.00**
Change of Occupancy	Change of Occupancy	0	0	0	0	$0.00	$0.00	$0.00	$0.00
	CHANGE OF OCCUPANCY TOTAL:	**0**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Demolition		2	0	0	0	$0.00	$0.00	$1,180.00	$0.00
	DEMOLITION TOTAL:	**2**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$1,180.00**	**$0.00**
Electrical (Non-Residential)		7	0	0	0	$0.00	$0.00	$1,515.00	$0.00
	ELECTRICAL (NON-RESIDENTIAL) TOTAL:	**7**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$1,515.00**	**$0.00**
Electrical (Residential)		16	1	0	0	$0.00	$0.00	$1,335.00	$75.00
	ELECTRICAL (RESIDENTIAL) TOTAL:	**16**	**1**	**0**	**0**	**$0.00**	**$0.00**	**$1,335.00**	**$75.00**
Fire		7	0	0	0	$0.00	$0.00	$788.80	$0.00
	FIRE TOTAL:	**7**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$788.80**	**$0.00**
Malt Beverage	Malt Beverage	1	0	0	0	$0.00	$0.00	$60.00	$0.00
	MALT BEVERAGE TOTAL:	**1**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$60.00**	**$0.00**
Mechanical	Non-Residential	9	1	0	0	$0.00	$0.00	$2,194.00	$100.00
	Residential	37	1	0	0	$0.00	$0.00	$3,150.00	$150.00
	MECHANICAL TOTAL:	**46**	**2**	**0**	**0**	**$0.00**	**$0.00**	**$5,344.00**	**$250.00**
Plumbing (Non-Residential)		5	0	0	0	$0.00	$0.00	$895.50	$0.00
	PLUMBING (NON-RESIDENTIAL) TOTAL:	**5**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$895.50**	**$0.00**
Plumbing (Residential)		4	1	0	0	$0.00	$0.00	$361.00	$75.00
	PLUMBING (RESIDENTIAL) TOTAL:	**4**	**1**	**0**	**0**	**$0.00**	**$0.00**	**$361.00**	**$75.00**
Pool	Non-Residential	0	0	0	0	$0.00	$0.00	$0.00	$0.00
	Residential	0	0	0	0	$0.00	$0.00	$0.00	$0.00
	POOL TOTAL:	**0**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Sign	New	3	0	0	0	$0.00	$0.00	$180.00	$0.00
	SIGN TOTAL:	**3**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$180.00**	**$0.00**
	GRAND TOTAL:	**164**	**5**	**174,405**	**2,240**	**$9,966,572.86**	**$7,000.00**	**$62,908.00**	**$460.00**

BUILDING INSPECTIONS 1130

COMPLAINT INSPECTIONS 7

PERMIT ISSUANCE SUMMARY 1/1/2025 TO 1/31/2025
LEE COUNTY

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building (Non-Residential)	Accessory Structure	0	0	$0.00	$0.00
	Addition	0	0	$0.00	$0.00
	Alteration	1	6,500	$177,632.00	$100.00
	Manufactured Home	0	0	$0.00	$0.00
	Modular	0	0	$0.00	$0.00
	New	0	0	$0.00	$0.00
	Other	0	0	$0.00	$0.00
	Temp Constr. Trailer	2	2,400	$42,000.00	$200.00
BUILDING (NON-RESIDENTIAL) TOTAL:		**3**	**8,900**	**$219,632.00**	**$300.00**
Building (Residential)	Accessory Structure	3	3,136	$119,468.00	$640.92
	Addition	3	3,205	$179,800.00	$939.85
	Manufactured Home	2	0	$0.00	$675.00
	Modular	0	0	$0.00	$0.00
	New	9	27,053	$2,365,156.00	$8,744.01
	Other	0	0	$0.00	$0.00
	Renovations	3	1,952	$308,127.32	$621.68
	Solar	1	0	$32,042.00	$185.00
BUILDING (RESIDENTIAL) TOTAL:		**21**	**35,346**	**$3,004,593.32**	**$11,806.46**
Change of Occupancy	Change of Occupancy	0	0	$0.00	$0.00
CHANGE OF OCCUPANCY TOTAL:		**0**	**0**	**$0.00**	**$0.00**
Demolition		0	0	$0.00	$0.00
DEMOLITION TOTAL:		**0**	**0**	**$0.00**	**$0.00**
Electrical (Non-Residential)		4	0	$0.00	$300.00
ELECTRICAL (NON-RESIDENTIAL) TOTAL:		**4**	**0**	**$0.00**	**$300.00**
Electrical (Residential)		18	0	$0.00	$1,885.00
ELECTRICAL (RESIDENTIAL) TOTAL:		**18**	**0**	**$0.00**	**$1,885.00**
Fire		0	0	$0.00	$0.00
FIRE TOTAL:		**0**	**0**	**$0.00**	**$0.00**
Malt Beverage	Malt Beverage	0	0	$0.00	$0.00
MALT BEVERAGE TOTAL:		**0**	**0**	**$0.00**	**$0.00**
Mechanical	Non-Residential	3	0	$0.00	$1,645.50
	Residential	32	0	$0.00	$2,350.00
MECHANICAL TOTAL:		**35**	**0**	**$0.00**	**$3,995.50**
Plumbing (Non-Residential)		0	0	$0.00	$0.00
PLUMBING (NON-RESIDENTIAL) TOTAL:		**0**	**0**	**$0.00**	**$0.00**
Plumbing (Residential)		6	0	$0.00	$550.00
PLUMBING (RESIDENTIAL) TOTAL:		**6**	**0**	**$0.00**	**$550.00**
Pool		0	0	$0.00	$0.00
POOL TOTAL:		**0**	**0**	**$0.00**	**$0.00**
Sign	New	1	0	$0.00	$60.00
SIGN TOTAL:		**1**	**0**	**$0.00**	**$60.00**
GRAND TOTAL:		**88**	**44,246**	**$3,224,225.32**	**$18,896.96**

PERMIT ISSUANCE SUMMARY 1/1/2025 TO 1/31/2025
BROADWAY

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building (Non-Residential)	Accessory Structure	0	0	$0.00	$0.00
	Addition	0	0	$0.00	$0.00
	Alteration	0	0	$0.00	$0.00
	Manufactured Home	0	0	$0.00	$0.00
	Modular	0	0	$0.00	$0.00
	New	0	0	$0.00	$0.00
	Other	0	0	$0.00	$0.00
BUILDING (NON-RESIDENTIAL) TOTAL:		**0**	**0**	**$0.00**	**$0.00**
Building (Residential)	Accessory Structure	0	0	$0.00	$0.00
	Addition	0	0	$0.00	$0.00
	Manufactured Home	0	0	$0.00	$0.00
	Modular	0	0	$0.00	$0.00
	New	0	0	$0.00	$0.00
	Other	0	0	$0.00	$0.00
	Renovations	0	0	$0.00	$0.00
	Solar	0	0	$0.00	$0.00
BUILDING (RESIDENTIAL) TOTAL:		**0**	**0**	**$0.00**	**$0.00**
Change of Occupancy	Change of Occupancy	0	0	$0.00	$0.00
CHANGE OF OCCUPANCY TOTAL:		**0**	**0**	**$0.00**	**$0.00**
Demolition	Non-Residential	0	0	$0.00	$0.00
DEMOLITION TOTAL:		**0**	**0**	**$0.00**	**$0.00**
Electrical (Non-Residential)		0	0	$0.00	$0.00
ELECTRICAL (NON-RESIDENTIAL) TOTAL:		**0**	**0**	**$0.00**	**$0.00**
Electrical (Residential)		1	0	$0.00	$75.00
ELECTRICAL (RESIDENTIAL) TOTAL:		**1**	**0**	**$0.00**	**$75.00**
Fire		0	0	$0.00	$0.00
FIRE TOTAL:		**0**	**0**	**$0.00**	**$0.00**
Malt Beverage	Malt Beverage	0	0	$0.00	$0.00
MALT BEVERAGE TOTAL:		**0**	**0**	**$0.00**	**$0.00**
Mechanical	Non-Residential	0	0	$0.00	$0.00
	Residential	4	0	$0.00	$300.00
MECHANICAL TOTAL:		**4**	**0**	**$0.00**	**$300.00**
Plumbing (Non-Residential)		0	0	$0.00	$0.00
PLUMBING (NON-RESIDENTIAL) TOTAL:		**0**	**0**	**$0.00**	**$0.00**
Plumbing (Residential)		0	0	$0.00	$0.00
PLUMBING (RESIDENTIAL) TOTAL:		**0**	**0**	**$0.00**	**$0.00**
Pool	Non-Residential	0	0	$0.00	$0.00
POOL TOTAL:		**0**	**0**	**$0.00**	**$0.00**
Sign	New	0	0	$0.00	$0.00
SIGN TOTAL:		**0**	**0**	**$0.00**	**$0.00**
GRAND TOTAL:		**5**	**0**	**$0.00**	**$375.00**

MEMORANDUM

DATE: February 7, 2025

TO: Lisa Minter
County Manager, Administration

FROM: Michael Brown
Tax Administrator, Tax Administration

RE: Monthly Forced Collection Efforts Report for January 2025

January 2025	
Accounts researched	1,015
Accounts Updated with Collection info	1,125
January total collections (all)	$ 17,483,604.72
January collections for **county only** (G01)	$ 10,293,051.11
Garnishments/Attachments Issued	791
Calls & Emails regarding on Delinquent Accounts	502
Delinquent Statements Mailed	234
Payment Agreements Implemented	16
Foreclosure Warning Letters Mailed	202
Foreclosure Properties Sold	3
Employee List Entered	1

Sanford / Lee County / Broadway
TECHNICAL REVIEW COMMITTEE AGENDA

115 Chatham Street, Sanford, NC 27330 Phone 919-718-4656 zoning@sanfordnc.net

TO: SANFORD / LEE COUNTY / BROADWAY (TRC) MEMBERS

Sanford/Lee Co. Community Development Dept.:	David Montgomery, Long Range-Transportation Planner
Sanford/Lee Co. Zoning & Design Review Dept.:	Amy J. McNeill, Senior Planner
Sanford/Lee Co. Zoning & Design Review Dept.:	Thomas Mierisch, Zoning Administrator
Sanford/Lee Co. Zoning & Design Review Dept.:	Tanner O'Quin, Planner II
Sanford/Lee Co. Zoning & Design Review Dept.:	Anne Mauro, Planner I
Sanford/Lee County Building Inspections Dept.:	Patrick Marion, Inspections Administrator
Sanford Public Works Dept. / Engineering Division:	Nicholas Kent, Civil Engineer I
Sanford Public Works Department:	Phil Lawrence, Transportation Administrator
Sanford Public Works Department:	Kris Furmage, Facilities & Waste Services Administrator
Sanford Public Works Department:	Caroline Jeffries, Parks Administrator
Sanford Fire Department:	Alex Collazo, Deputy Fire Marshal
Lee County Office of Emergency Services:	Aaron Bullard, Lee County Fire Marshal
Lee County Environmental Health Dept.:	Andrew Currin, Environmental Health Supervisor
Lee County Strategic Services Dept.:	Angela Wood, GIS Administrator
Lee County Schools:	Justin Covert, Transportation Director
NCDOT:	DeAngelo Jones, Senior District Engineer, Division 8, District 2
NCDOT:	Dago JuarezPozos, District Engineer, Division 8, District 2

CC: Project Managers/Designers and Project Representatives

FROM: DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: 02/05/2025

RE: TRC agenda for February, 2025. There will be a **virtual meeting** held among staff and applicants to discuss the proposed projects for this month. This meeting will be held on **Thursday, February 27th**, starting at **9:00am.**

TRC-02-05-25—ST. ANDREWS CHURCH RD. SUBDIVISION [Major Subdivision Plan Review] 09:00AM

LOCATION: 1471 St. Andrews Church Rd. (just south of the intersection with Carson Drive)

LEE CO. PIN NO.: 9651-31-0932-00

ZONING: SN-9 (Suburban Neighborhood)

ACRES: 25.89 +/-

DESCRIPTION: Proposed 29-lot residential single-family subdivision with internal public roads and mail kiosk.

UTILITIES: Public sewer is available along St. Andrews Church Rd.; on-site private septic systems will be utilized.

STREET(s): St. Andrews Church Rd. is an NCDOT roadway.

JURISDICTION: Sanford ETJ (Extra-Territorial Jurisdiction).

APPLICANT: Rusty Ammons | 919-270-2100 | rusty@ammonsrealty.com

PROJECT MANAGER: Lee Humphrey | 910-684-8646 | lee@doubledeng.com

PLANNER: Tanner O'Quin | 919-718-4656, ext. 5398 | tanner.oquin@sanfordnc.net

TRC-02-06-25—VERMILLION SUBDIVISION AT RIDDLE ROAD [Concept Plan Review] 09:25AM

LOCATION: 0 Riddle Road (approximately ½ mile down Riddle Rd. from the Colon Rd. intersection)

LEE CO. PIN NO.: 9654-40-7539-00; 9654-43-1235-00; 9654-44-8271-00; 9654-53-7920-00; 9654-34-7239-00; 9654-55-1352-00

ZONING: RA (Residential Agricultural) and HI (Heavy Industrial)

ACRES: 480 +/-

DESCRIPTION: Proposed planned development of a residential major subdivision consisting of a mix of detached single-family homes and attached townhouses totaling 1,219 lots.

UTILITIES: Public water is available along Riddle Road and public sewer must be extended to serve the site.

STREET(s): Riddle Road is an NCDOT-maintained road.

JURISDICTION: Lee County jurisdiction.

APPLICANT: Bob Wiggins | 919-752-4898 | bob.wiggins@mattamycorp.com

PROJECT MANAGER: Emily Rothrock | 919-678-1070 | erothrock@espassociates.com

PLANNER: Tanner O'Quin | 919-718-4656, ext. 5398 | tanner.oquin@sanfordnc.net

NOTE: The subject property will need to be annexed and rezoned in order to be developed as proposed.

TRC-02-07-25—PATHWAY TOWNS SUBDIVISION [Major Subdivision Plan Review] 09:50AM

LOCATION: 0 Pathway Drive (at the end of the roadway, next to Westridge Apartments, up against the railroad tracks)

LEE CO. PIN NO.: 9643-25-6533-00

ZONING: Sanford Townhomes at Pathway Drive Conditional Zoning District (approved by City Council Aug., 2023)

ACRES: 13.97 +/-

DESCRIPTION: Proposed 93-unit townhome subdivision with associated open space, based on a site plan-specific conditional zoning district approved in 2023.

UTILITIES: Public water is available along Pathway Drive and public sewer bisects the subject property.

STREET(s): Pathway Drive is a city-maintained road.

JURISDICTION: City of Sanford jurisdiction.

APPLICANT: Adam Freeman | 919-851-4422 | adam.freeman@bnkinc.com

PROJECT MANAGER: Adam Freeman | 919-851-4422 | adam.freeman@bnkinc.com

PLANNER: Tanner O'Quin | 919-718-4656, ext. 5398 | tanner.oquin@sanfordnc.net

NOTE: For subdivisions within the City of Sanford's jurisdiction, TRC approval of the site plan also constitutes approval of the preliminary plat.

TRC-02-08-25—TIMBER CROSSING NEW BUILDING PROJECT [Commercial Plan Review] 10:15AM

LOCATION: 1515 Wayne Street (bounded by Wayne, Winfield, and Bogan Streets)

LEE CO. PIN NO.: 9643-76-2948-00

ZONING: LI (Light Industrial)

ACRES: 1.34 +/-

DESCRIPTION: Proposed construction of a 10,000sf building (two 5,000sf units) with associated parking and landscaping.

UTILITIES: Public water is available along Colon Road and Galvin's Ridge Run; public sewer will need to be extended.

STREET(s): Wayne, Winfield, and Bogan Streets are city-maintained.

JURISDICTION: City of Sanford jurisdiction.

APPLICANT: Jeremy Thomas | 919-777-6010 | jthomas@jthomasengineering.com

PROJECT MANAGER: Jim Walker | 919-349-0057 | jwslim@aol.com

PLANNER: Anne Mauro | 919-718-4656, ext. 5399 | anne.mauro@sanfordnc.net

TRC-02-09-25—GALVIN'S RIDGE COMMERCIAL SPACE (PARCEL 3) [Concept Plan Review] 10:40AM

LOCATION: 0 Colon Road (bounded by Colon Rd. to the west, US 1 to the south, and Galvin's Ridge Run to the north)

LEE CO. PIN NO.: 9656-40-2047-00

ZONING: Galvin's Ridge Conditional Zoning District (approved by City Council in 2019)

ACRES: 13.98 +/-

DESCRIPTION: Proposed amending of the existing site plan-specific conditional zoning to allow for four commercial outparcels to be developed on what is now Parcel #3 of the commercial space along Colon Road.

UTILITIES: Public water is available along Colon Road and Galvin's Ridge Run; public sewer will need to be extended.

STREET(s): Colon Road is an NCDOT-maintained street; Galvin's Ridge Run is city-maintained.

JURISDICTION: City of Sanford jurisdiction.

APPLICANT: Jason Via | 678-595-6945 | via.jason@outlook.com

PROJECT MANAGER: Jason Via | 678-595-6945 | via.jason@outlook.com

PLANNER: Anne Mauro | 919-718-4656, ext. 5399 | anne.mauro@sanfordnc.net

NOTE: The subject property's conditional zoning must be amended to allow for this project to move forward.

TRC-02-10-25—Amberwood Towns Subdivision [Concept Plan Review] 11:00AM

LOCATION: 0 Burns Drive (intersection of Burns and Friars Drives)

LEE CO. PIN NO.: 9643-57-1338-00 and 9643-57-6362-00

ZONING: Burns Drive Townhomes Conditional Zoning District (approved by City Council in July, 2022)

ACRES: 3.31 +/-

DESCRIPTION: Proposed amending of the existing site plan-specific conditional zoning (Burns Drive Conditional Zoning District) to allow for an additional four (4) townhouse units to be added to the project and a realignment of the originally proposed street.

UTILITIES: Public water is available along Burns Drive and Friars Drive; public sewer is available along Friars Drive

STREET(s): Burns Drive is an NCDOT-maintained street; Friars Drive is city-maintained.

JURISDICTION: City of Sanford jurisdiction.

APPLICANT: Mark Lyczkowski | 919-842-0334 | mark@mlconsultingllc.net

PROJECT MANAGER: Mark Lyczkowski | 919-842-0334 | mark@mlconsultingllc.net

PLANNER: Tanner O'Quin | 919-718-4656, ext. 5398 | tanner.oquin@sanfordnc.net

NOTE: The subject property's conditional zoning must be amended to allow for this project to move forward.