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

Monday, March 16, 2026
6:00 PM

A G E N D A

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

II. APPROVAL OF CONSENT AGENDA

II.A Minutes from the January 15, 2026 Board Retreat - Day 1

II.B Minutes from the January 16, 2026 Board Retreat - Day 2

II.C Minutes from the February 16, 2026 Regular Meeting

II.D February 16, 2026 Closed Session Minutes

II.E Board of Equalization and Review Appointments

II.F Resolution Awarding Service Side Arm to Capt. George Caulder

II.G Additional Funding Awarded by the State in the Amount of $2,839 for Activity 101 - Maternal Health

II.H Additional Funds Awarded by the State for Activity 151 â€“ Family Planning

II.I Refund and Release Report for February 2026

II.J Budget Amendment #03/16/26/10

II.K Pictometry International Corp., dba Eagleview Agreement

II.L ADD ON - Sole Source Request for Payment System at the new Lee County Library Main Branch

III. RECOGNITIONS

IV. SPECIAL PRESENTATIONS

IV.A Southern Environmental Law Group Presentation

IV.B Data Centers and Fracking Economic Development Perspective from the Sanford Area Growth Alliance

V. PUBLIC COMMENTS

VI. OLD BUSINESS

VI.A Conservation Easement Policy Discussion

VI.B Budget Amendment # 03/16/26/11

VI.C Updated Agricultural Development and Farmland Preservation Ordinance

VI.D Work Session Voting Protocol

VII. NEW BUSINESS

VIII. MANAGERS' REPORTS

VIII.A Monthly Financial Reports

VIII.B County Manager's Monthly Report

IX. COMMISSIONERS' COMMENTS

X. CLOSED SESSION

ADJOURN

ITEM #: II.A

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: Minutes from the January 15, 2026 Board Retreat - Day 1

DEPARTMENT: Administration

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

TYPE: Action Item

REQUEST	Approve the Minutes from the January 15, 2026 Board Retreat - Day 1.
BUDGET IMPACT	N/A
ATTACHMENTS	BOC Retreat Minutes_1-15-26_final.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Minutes from the January 15, 2026 Board Retreat - Day 1.

SUMMARY

A draft of the minutes from the January 15, 2026 Board Retreat - Day 1 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 - DAY 1
SAN LEE PARK NATURE CENTER 760 PUMPING
STATION ROAD SANFORD, NC 27330

January 15, 2026

MINUTES

Roll Call
Present: Dr. Andre Knecht (arrived at 6:05 p.m.), Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin

Absent: Robert Reives

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

I. LEGISLATIVE UPDATE

Senator Jim Burgin provided a legislative update from the N.C. Senate. The federal government cut $80 million in mental health funding but then reversed it this week. However, the Senate had legislative hearings this week on federal changes to Medicaid and SNAP that could result in a 10-year potential cost to the state of 32 billion dollars. In North Carolina, there are 3.1 million people on Medicaid and 1.5 million receive SNAP benefits. The State will have to cover administrative costs that are no longer being covered at the federal level, and the payment error rate will also cause additional State costs.

Commissioner Andre Knecht arrived at 6:05 p.m.

Senator Burgin said the Senate still does not have a budget and North Carolina is the only state that doesn't have one yet. There are several issues being discussed legislatively. There are legislators wanting to put caps on property taxes, though he feels that rezoning, taxes, and revaluations should stay with the counties. Senator Burgin heard the House of Representatives is working on this now and believes it's coming. He is co-chair on the childcare taskforce and there is discussion about having the State provide onsite daycare for the 58 community colleges. Senator Burgin believes the State needs to fund this initiative, if passed. He said mental health is an important topic to

address. There are multiple requests to replace public school technology that was purchased with COVID-19 funds and discussion about only replacing devices for students 14 and above, and to move younger students off devices.

County Manager Lisa Minter asked about the childcare payments delays. Senator Burgin said the recent alleged fraud incidents in Minnesota are what's causing the delay, but noted the State is working on it. Childcare payments in North Carolina are handled differently than Minnesota to try to prevent that type of fraud. North Carolina does have a childcare issue and lost 80 childcare centers last year.

Senator Burgin said 368 people a day are moving into North Carolina and the State now has 11 million 141 thousand people. Estimates project North Carolina will be the seventh most populous state by 2030. Commissioner Knecht feels the star rating in daycares should be revaluated. Senator Burgin has asked for a list of vacant buildings the State owns and would like to offer them to daycares for operations for $1/year. He wants to do this for childcare and mental health facilities, but the problem is staffing. He noted the jails are also short staffed.

Commissioner Knecht asked for an update on income taxes. Senator Burgin said they'll be dropping to 3.95 and that as the revenue rises, the taxes go down. He noted the Senate wants to build a children's hospital, but the House of Representatives does not. Senator Burgin indicated North Carolina had over 5,000 children go out of state to receive care at other children's hospitals, 17% of which went to Pennsylvania.

Commissioner Taylor Vorbeck said some childcare facilities closed due to strict State-mandated regulations. Senator Burgin said they've passed a bill to make childcare more affordable and froze the star system in order to update it.

Lee County Schools Superintendent Dr. Chris Dossenbach asked if the legislature could also look into a bill to repeal the legislation that requires State testing for all students to be conducted on a Google Chromebook. He also agrees that younger students should not be on devices.

II. SNAP BENEFITS UPDATE

II.A H.R. 1 SNAP (Supplemental Nutrition Assistance Program) Changes Presentation

Assistant County Manager Angelina Noel discussed the H.R. 1 SNAP changes and impact. A copy of her presentation is attached and incorporated into these minutes. Currently the federal government covers 50 % of the administrative costs for the federal SNAP benefits program. In October 2026, the federal government will only cover 25% of administrative costs and the County will cover 75%. In 2026, estimated revenues for administrative and overhead costs were $923,394. Changing the percentage of federal coverage will result in a projected 2027 loss of $346,273 and a 2028 loss of $461,697. In addition, the federal government will now limit cost sharing based upon error rate. In the past, the federal government provided 100% SNAP

benefit coverage. The new law requires cost sharing by the State of 5 to 15 % if there is a State error rate above 6%. This is concerning because error rate is determined based upon random sampling and we don't know if the State will pass this to the counties and how an overall error rate for the State will be apportioned to the counties. Prior to 2021, North Carolina has been under 6% except for 2015. However, Covid created a lot of turnover and we have a lot of new employees that need at least a year of training. The current error rate is at 7.05% for FY 2025. Error rates are not related to fraud. Currently, if the County finds fraud, the County must collect the overpayment or issue a supplement for any underpayment. These changes make budgeting difficult. For 2028, the best-case scenario is $0 and the worst is 2.4 million if the State passes this cost down to the counties based on benefit issuance.

III. DISCUSSION ON NC HOUSE PROPERTY TAX COMMITTEE

County Manger Lisa Minter shared a video from North Carolina Association of County Commissioners' Executive Director Kevin Leonard on the recent property tax discussion in the legislature. Tax Administrator Michael Brown also provided remarks on the two NC General Assembly House Select Committee on Property Tax Reduction and Reform meetings that have occurred thus far. Ms. Minter said the County doesn't collect taxes on real property exemptions. There is $1 billion in exempt real property in Lee County that isn't taxed, which includes military, government, churches, nonprofits, medical, and the elderly and disabled. This results in about $6 million on the tax base that the County does not receive. In North Carolina, 12% of real property is exempt from property tax. Mr. Brown encouraged the Board to watch the committee meeting recordings and said he will request the PowerPoint presentations to share with the Board. He said there was discussion at the meetings on how to replace the property tax revenue if it was taken away from counties, as well as about limiting assessments, tax rates, and levy limits. There is a Uniformity Requirement set by the General Assembly that sets the maximum tax rate at $1.50 for each jurisdiction. 61% of revenue locally comes from property tax. Mr. Brown noted that property taxes are the most stable revenue for counties. However certain tax revenues are required to go to the public school systems. Ms. Minter said it's important that the Board not lower the tax rate during the revaluation too much so the County doesn't lose any the low wealth funding for public schools.. Lee County did not go to revenue neutral in the last revaluation.

Chairman Smith called for a five-minute break at 7:23 p.m.

IV. LEE COUNTY SCHOOLS STRATEGIC PLAN

The meeting resumed at 7:34 p.m.

Lee County Schools Superintendent Dr. Chris Dossenbach and members of his staff presented a brief overview of the School System's new Strategic Plan, a copy of which is attached and incorporated into these minutes. The Plan launched on August 25, 2025 and focuses on the areas of Academics, Student Well Being, Operational Efficiency and

Teacher Retention. School administration and staff are already working on the plan goals.

ADJOURN

Motion: Motion to recess the Board Retreat until 8:30 a.m. Friday, January 16, 2026.
Mover: Kirk Smith
For: 6 - Dr. Andre Knecht, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Absent: 1 - Robert Reives
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: March 16, 2026

SUBJECT: Minutes from the January 16, 2026 Board Retreat - Day 2

DEPARTMENT: Administration

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

TYPE: Action Item

REQUEST	Approve the Minutes from the January 16, 2026 Board Retreat - Day 2.
BUDGET IMPACT	N/A
ATTACHMENTS	BOC Retreat Minutes_1-16-26_final.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Minutes from the January 16, 2026 Board Retreat - Day 2.

SUMMARY

A draft of the minutes from the January 16, 2026 Board Retreat - Day 2 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 - DAY 2
SAN LEE PARK NATURE CENTER
760 PUMPING STATION ROAD SANFORD, NC 27330

January 16, 2026

MINUTES

Roll Call
Present: Dr. Andre Knecht, Robert Reives (arrived at 8:54 a.m.), Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck (arrived at 8:48 a.m.), Samantha Martin (arrived at 8:43 a.m.)

CALL TO ORDER
Chairman Smith called the meeting to order at 8:38 a.m.

I. BOARD PROCESS REVIEW

I.A Recognition Process

County Manager Lisa Minter presented a proposal based on a request from Commissioner Robert Reives to recognize individuals in the community. Staff suggested adding a recognition period towards the beginning of the agenda during regular meetings for the Board or staff to recognize community members or organizations.

Commissioner Samantha Martin arrived at 8:43 a.m.

The Board gave consensus to add a recognition section to regular meeting agendas. Chairman Smith asked staff to notify the Board when the terms of individuals serving on boards and commissions expire in order to be recognized.

I.B Public Comments Proposal

County Manager Lisa Minter proposed that the Board not require individuals who sign up for public comment to provide their address when they address the Board (but leave it on the signup sheet) due to safety concerns. County Attorney Whitney Parrish noted there is no requirement for individuals to provide their address in order

to make public comments. Commissioner Martin prefers individuals to give their addresses to help provide context to their comments.

Commissioner Taylor Vorbeck arrived at 8:48 a.m.

Chairman Smith prefers to have addresses so the Board can know if the speakers are from Lee County.

Commissioner Robert Reives arrived at 8:54 a.m.

The Board did not consent to changing the public comments criteria.

I.C Board Room Use Discussion

Use of the Library's new Multi-Purpose Room was discussed. The room will have an approximate 200 seat capacity and will use the County's Granicus system for recording. Numerous issues may arise as construction is completed and new equipment installed. A proposal was made that the Library create a digital display of photos and information of former Commissioners and have one photo of the current Board on display. The existing older photos will be archived at the Library.
The Board gave consensus to wait six months after the Commissioners begin holding meetings in the multi-purpose room of the new Library to consider allowing other entities to use or rent the space. The Commissioner gave consensus to a digital photo display of photos of former Commissioners and one photo of the current Board.

I.D Work Session Schedule Proposal

County Manger Lisa Minter proposed that changing the first regular meeting of the Board to a work session, excluding the month of December, to allow the Board more time for discussion. She would also like to add a work session in August. The Board could take action at a work session on items if needed, but the intent is for discussion and to provide direction. Staff would incorporate budget work sessions and any other normal work sessions into this schedule as much as possible. The annual schedule would have to be readvertised if modified. Commissioner Reivers asked the Board if the summer schedule would remain with only one regular meeting during the months of July, August, and September. Consensus was given to the proposed change to work sessions and to keep one meeting during the summer months. Staff will bring an updated schedule to the Board at the February 2, 2026 regular meeting for a vote.

Chairman Smith called for a 10-minute break at 9:29 a.m.
The meeting resumed at 9:45 a.m.

II. STRATEGIC PLAN & BOARD FEEDBACK

II.A Strategic Plan / Operational Plans

Lee County's Lead for NC fellow, Cameron Terry, presented an updated strategic plan and introduced the development of operational plans. A copy of his

presentation is attached and incorporated into these minutes. Commissioner Vorbeck would like staff to use the word "align" rather than "adjust" for clarification purposes. The plan will be reviewed in one year.

II.B Board Feedback

Amy Cannon and Johnna Sharpe with the North Carolina Association of County Commissioners solicited feedback from the Board on a variety of topics to discuss today. A copy of their presentation is attached and incorporated into these minutes. Ms. Cannon said the intent is to provide Board consensus from their feedback to staff for staff to work on over the next 12-24 months.

County Manager Lisa Minter said staff have had limited success finding land for a new jail and are considering hiring a company to determine the suitability of a few identified locations, as well as helping to plan for next steps. Ms. Minter said staff have been interviewing an architect for the Coke-a-Cola building and will bring the recommendation to the Board at the February 2, 2026 regular Board meeting. Staff are also recommending a structural feasibility study for the site with the possibility of updating the larger building first. Commissioner Reives said he would like to know who beyond staff is providing input on capital projects.

The Board provided consensus to remove the Plan Sanlee Land Use Plan as a priority from the Strategic Plan.

Commissioner Reives asked staff to check NC DOT's plans when developing the County's plans and when searching for jail sites.

Chairman Smith called for a 10-minute break at 11:04 a.m.
The meeting resumed at 11:15 a.m.

III. BUDGET ESTIMATES

County Manager Lisa Minter and Budget & Management Analyst Ben McQueary presented information on current year revenues and expenditures and review projections for the FY 2026-27 budget. A copy of their presentation is attached and incorporated into these minutes. Chief Deputy William Sturkie reported turnover in the Sheriff's Office is slowing down and the proposed funding for jail staff to assist the Sheriff's goal to increase jailers' salaries. Commissioner Mark Lovick asked if there are any non-salary items that could be done to help improve morale. Chief Deputy Sturkie said allowing facial hair and tattoos and other changes have been implemented for both the deputies and the jailers, which has helped. He also said a new facility would greatly assist the jailers.

Recommendations include $108,000 for a jail staff pay adjustment; $847,000 toward Lee County Schools Classified Pay Plan; $1,066,693 for full debt service funding; $1,500,000 to decrease the fund balance appropriation.

A handout of the five-year forecasts is also attached and incorporated into these minutes. Under the five-year plan, the current year will have a surplus and the next fiscal year will have a small surplus. Beginning in year two, there will be continued deficits. Ms. Minter said the County could sustain 1/4 of the pay plan for Lee County Schools (LCS) in the current fiscal year. LCS Superintendent Dr. Chris Dossenbach said the projection from the State is that there will most likely be a one-time bonus rather than an increase for school staff.

Motion: Motion to continue the meeting and work through lunch.
Mover: Taylor Vorbeck
For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Motion Result: Passed

IV. SCHOOL FUNDING ANALYSIS

Budget & Management Analyst Ben McQueary provided an analysis on school funding. A copy of his presentation is attached and incorporated into these minutes. Commissioner Andre Knecht asked for additional demographic analysis to be provided. Mr. McQueary said it would take a house valued around half a million dollars to cover the cost of one student in the public schools and that an average value home does not cover the cost. He said this is because Lee County is a smaller county. There was discussion on parental involvement being a factor in the drop off. Commissioner Knecht would like to know the attrition rate for other counties and noted certain variables like retirements would factor into that. County Manager Lisa Minter said she feels that quite a few things will be able to be covered with the County's ad valorem growth. She hasn't heard from County departments yet, but she does have confidence in being able to cover 1/4 of the Lee County Schools (LCS) classified staff pay plan. Ms. Minter did not believe the County would be able to cover the full needs of the school system without a tax increase. She said the performance results from LCS's strategic plan measures would be sufficient for now.

Chairman Smith called for a five-minute break at 12:58 p.m.
The meeting resumed at 1:05 p.m.

V. WRAP UP

Amy Cannon and Johnna Sharpe with the North Carolina Association of County Commissioners said they used slides 7 and 8 from the budget estimates presentation and tied it back to the feedback they received on the Board's thoughts and concerns going into the next fiscal year. County Manager Lisa Minter and Budget & Management Analyst Ben McQueary have been trying to analyze the fund balance appropriation over the years and have found ad valorem taxes and the County's budget vs. actual budget expenditures have caused larger fund balance appropriations. They cautioned that fund balance appropriations should not be used for one-time expenses. They are working to get to a more accurate projection to avoid future large appropriations. Ms. Minter said they feel confident that the items in slides 7 and 8 could be covered in this and next year's budgets without a tax increase. They have factored in some general level of

expansion/increase but do not know if any departments will have large budget requests. Ms. Minter said she would like to do the increased jail pay and 1/4 of the Lee County Schools (LCS) classified staff pay plan now and to maintain those next year as well. She would like the Board to consider, at a later time and if projections hold, putting back the penny they took from debt service this fiscal year back into next year's budget, and possibly looking at more than just a penny. She said doing this will help the County ensure funding for future Capital Improvement Plan (CIP) items; provide reserves to take on future debt and could assist any future tax impact to citizens.

LCS Superintendent Dr. Chris Dossenbach said he and his staff have reviewed positions and allotments to use them correctly. He said the number of positions that they're paying went up and their average daily membership (ADM) went down, so they are moving teachers to schools that added students from schools that lost students. The district also hires teachers through emergency licenses, which the State pays for up to two years so staff can get their teaching certifications during that time. Dr. Dossenbach said they've restructured their Central Office and by cutting positions have saved about $3 million. LCS lost 900 students to charter schools and the District pays $1.8 million to the charter schools for those students. This loss does not equate to enough loss per school to cut personnel, utilities, and programs. Dr. Dossenbach said without a State budget, the district is having to rely on local dollars. He said for retirement alone, the average State retirement is about $450 per person for 1,500 employees. Commissioner Vorbeck would like Commissioners to focus on looking at what Central Carolina Community College (CCCC) is doing and at the E. Eugene Moore Manufacturing & Biotech Solutions Center and if there is something the County can do. She asked to hear an update from CCCC.

Motion: Motion to fund a salary increase for the jail employees and cover 1/4 of the Lee County Schools (LCS) classified staff pay plan now.
Mover: Taylor Vorbeck
For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Motion Result: Passed

ADJOURN

Motion: Motion to adjourn. The Board adjourned at 1:46 p.m.
Mover: Taylor Vorbeck
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.C

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: Minutes from the February 16, 2026 Regular Meeting

DEPARTMENT: Administration

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

TYPE: Action Item

REQUEST	Approve the Minutes from the February 16, 2026 Regular Meeting.
BUDGET IMPACT	N/A
ATTACHMENTS	BOC Regular Meeting Minutes_2-16-26_final.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Minutes from the February 16, 2026 Regular Meeting.

SUMMARY

A draft of the minutes from the February 16, 2026 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
DENNIS WICKER CIVIC CENTER
1801 NASH STREET
SANFORD, NC 27330

February 16, 2026

MINUTES

Roll Call
Present: Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck (arrived at 6:08 p.m.), 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 and led the Board in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

Chairman Smith asked to add two closed sessions; move Old Business to be item V. followed by Public Comments as item VI.; and to add a new item as III.A Recognition of Foreign Exchange Students.

Motion: Motion to approve the Agenda as amended.
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

II. APPROVAL OF CONSENT AGENDA

Motion: Motion to approve the Consent Agenda as presented.
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

II.A Minutes from the January 5, 2026 Regular Meeting
BOC Regular Meeting Minutes 1-5-26_final.pdf

II.B Resolution fixing the Time, Date, and Place for Regular Meetings
RESOLUTION-_2026_BOC_MEETING_SCHEDULE_updated.pdf

II.C North Carolina Veterinary Medical Association (NCVMA) Welfare Grant Acceptance
NCVMA_Check_copy_redacted (1).pdf

II.D Lee County Juvenile Crime Prevention Council FY2025-2026 Budget Revision
County Funding Plan (revised 01-20-26).Pdf
01.20.26 - JCPC Funding Committee Minutes.pdf
01.21.26 - JCPC Regular Meeting Minutes.pdf
JCPC Admin Budget - Revised 1-20-26.pdf
High School Seminar Withdrawal Letter_11-3-25.pdf

II.E Contract Approval for RAVE Public Safety Emergency Mass Notification System

II.F Memorandum of Agreement for the Private Jacob Gaster Memorial Marker
DAR MOU Draft 1.21.26.pdf

II.G Lease with Daymark Recovery Services, Inc.
Ad for Daymark Lease 12-6-2025.pdf
Final_Lease_Daymark 11-29-2025.pdf
GS_160A-272.pdf

II.H Carolina Pool Management Service 2026 Fee Proposal - OT Sloan
PARKS___REC_-_CPM_Agreement_for_O.T._Sloan_Pool_3-18-24.pdf carolinapoolscans@gmail.com_20251230_133442.pdf

II.I Carolina Pool Management Service 2026 Fee Proposal - Horton Pool
PARKS___REC_-_CPM_Agreement_for_Horton_Pool_3-18-24.pdf
carolinapoolscans@gmail.com_20251230_133024.pdf

II.J North Carolina Amateur Sports - Youth Sports Grants
Department Grant Information Form - Youth Sports Grant.pdf
Youth-Sports-Grant-Guidelines-December-2025.pdf
Application with answers.pdf
Application - blank.pdf

II.K Food Truck Permit Fee Schedule
County_Wide_Food_Truck_Policy_FInal_4.4.25.pdf

II.L Adoption of Cape Fear Regional Hazard Mitigation Plan
LC HMP Resolution.pdf

II.M Refund and Release Report for December 2025
Gen Statute 105.pdf
RELEASE CODES SPREADSHEET.pdf
December 2025 Personal Property Abatement Report.pdf
December 2025 Real Property Abatement Report.pdf

II.N Tax Lien Advertisement for Delinquent 2025 Real Property Taxes
GS_105-369.pdf

II.O Update to Priority Classification for the Lee County Athletic Park
Priority_Classification_Policy_2.25.25.2.pdf
Amended Priority Classification Policy 2.16.26.pdf

II.P Emergency Management - Approval of Tier 2 Grant Application

II.Q Acceptance of donation to the Lee County Libraries from Cleon P. Hayes in memory of Thomas T Hayes, Jr, Delilah Neville Hayes, and Thomas T. Hayes, Sr.
BOCC DONATION FORM Hayes memorial.pdf

II.R Acceptance of donation to the Lee County Libraries from anonymous donor
1.16.26 Blank Donation Form.pdf

II.S Acceptance of donation to the Lee County Libraries from the Estate of Nancy Carville
BOCC DONATION FORM Carville Estate.pdf 3.3.25_Caville_Estate_Donation.pdf

II.T Apply for grant funding from the NEHA-FDA Retail Flexible Funding Model Grant Program
2026 NEHA-FDA Retail Flexible Funding Model Grant Information.pdf
NEHA-FDA Grant Information Form 2026.pdf

II.U Update Federal Non-Discrimination Policy for Grants
Lee County Federal Non-Discrimination Policy.pdf

II.V Refund and Release Report for January 2026
Gen Statute 105.pdf
RELEASE CODES SPREADSHEET.pdf
January 2026 Personal Property Abatement Report.pdf
January 2026 Real Property Abatement Report.pdf

II.W Acceptance of donation to the Lee County Libraries from the Friends of the Library

2.5.26 FOL Beanstack agreement.pdf

II.X Historic Courthouse Window Lintel Repair - Sole Source Request

Sole source (3).pdf
Lee County Courthouse - Lintel Repairs - 2025.pdf

II.Y Budget Amendment #02/16/26/09

Budget Amendment #02-16-26-09.pdf

II.Z LCL Visitor Computer Lab LSTA EZ Grant Application

2026 LCL EZ Grant - Visitor Computer Lab application binder for BOCC approval.pdf
2026 LSTA Department Grant Information Form.pdf
Library Computer Lab Upgrade.pdf

II.AA Capital Project Ordinance for the Lee County Schools Transportation Facility

LCS-Transportation Facility Capital Project Ordinance.pdf

II.AB Lee County Schools Lottery Application Request

2-10-26 lottery application.pdf

III. RECOGNITIONS

III.A Foreign Exchange Students

Ron Coley with Borderless Friends introduced two foreign exchange students, Constantine Endl from Germany and Oleg Kopelov from Ukraine.

Commissioner Taylor Vorbeck arrived at 6:08 p.m.

III.B Proclamation Recognizing Black History Month

Chairman Smith read aloud the Proclamation Recognizing Black History Month.
Proclamation - Black History Month_2026.pdf
Motion: Motion to approve the Proclamation Recognizing Black History Month and proclaim February 2026 as Black History Month in Lee County.
Mover: Taylor Vorbeck
For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Motion Result: Passed

III.C Resolution to Honor a Revolutionary War Soldier and All Veterans

Chairman Smith read aloud the Resolution to Honor a Revolutionary War Soldier and All Veterans and presented it to the Carolyn Comfort of the Private John Grady Chapter of the National Society Daughters of the American Revolution.
DAR Resolution 2.9.26.pdf
Motion: Motion to approve the Resolution to Honor a Revolutionary War Soldier and All Veterans.
Mover: Taylor Vorbeck
For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin

Motion Result: Passed

III.D Recognition of Service Presentation

Chairman Smith presented a Certificate of Achievement to Adcock & Associates.

IV. PUBLIC HEARING

IV.A UDO Flood Hazard Area Regulations Update (Text Amendment) and Floodplain Map Update

Senior Planner Amy McNeill presented a Flood Hazard Area Regulations Update and Floodplain Map Update. To ensure County residents have the ability to participate in Flood Insurance programs and to comply with recent updates, it is recommended to update Article 13 Flood Hazard Area Regulations of the Unified Development Ordinance (UDO), including an updated FEMA National Flood Insurance Program map for Lee County. No new structures were added to the floodplain area in Lee County. However, the elevation standards are changing to a 2-foot minimum with a 4-foot minimum recommended by FEMA. A copy of Ms. McNeill's presentation is attached and incorporated into these minutes. Ms. McNeill is the point of contact for this text amendment and map update if any citizens have questions.
Chairman Smith opened the public hearing at 6:43 p.m.
Chairman Smith closed the public hearing at 6:44 p.m.
00- Floodplan Regs & Maps Update-BINDER-Lee County.pdf

V. OLD BUSINESS

V.A Planning Board recommendation on a Zoning Map Amendment (Rezoning) Request

Chairman Smith read aloud a conflict of interest statement and asked if there were any conflicts. None were identified. Senior Planner Amy McNeill presented a zoning map amendment request by Jeffrey Godfrey to rezone a 2.17-acre vacant tract of land located in the southwest corner of the Nicholson Road and Edwards Road intersection from Highway Commercial (HC) to Residential Single-family (R-2) to allow residential development. There was concern from one Planning Board member regarding the minimum 20,000 square foot lot size for R-20 zoning differing from the 40,000 square foot lot size that is required for the surrounding Residential Agricultural (RA) zoned lots. The Planning Board determined by a 5-2 vote that the proposed zoning map amendment is both consistent and inconsistent with the Plan SanLee land use place type designation of Crossroads and recommended approval of the request.

Chairman Smith excused the Planning Board to its meeting.
001-REZ@(V)Nicholson Rd-BINDER.pdf
Motion: Motion that the proposed zoning map amendment is both consistent and inconsistent with the Plan SanLee land use place type designation of Crossroads. It is consistent because single-family detached dwellings are listed as an acceptable land use and this location preserves the agricultural heritage of the area since it is not farmland. It is inconsistent in that the

20,000 square foot minimum lot size allowed in the R- 20 zoning exceeds the recommended development density of one acre lots as recommended for land designated as Crossroads.
Mover: Taylor Vorbeck
For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Motion Result: Passed

Motion: Motion to approve the proposed zoning map amendment from Highway Commercial (HC) to Residential Single-family (R-20) because it is reasonable and in the public interest given the rural location and existing residential development in the area.
Mover: Taylor Vorbeck
For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Motion Result: Passed

VI. PUBLIC COMMENTS

- Brandon Hillis, 3009 Rena Lane (comments sent to Chairman Smith via email and read aloud by Chairman Smith) (MedEx)
- Lara Bloch, 1147 Cumnock Road (moratorium, data centers and cryptomining)
- Randy Nixon, 1147 Cumnock Road (data center/drilling, moratorium)
- Keely Puricz, 363 Angel Road (data center)
- Jennifer Davito, 1014 Northview Drive (moratorium and data center)
- Gene Phelps, 2001 Sutphin Drive (moratorium and data center)
- Donna Strickland, 1708 Woodridge Drive (data center and fracking)
- Missy Anderson, 2024 Cedar Lake Road (moratorium and data center)
- Shivonne Brannon, 1481 Abercorn Lane (data center, moratorium and cryptomining)
- Stephanie Stephens, 618 Eagle Road, Greensboro (data center and water)
- Ashley Daniels, 331 W Main, Durham (moratorium, fracking, data center)
- Debbie Hall, 957 Cumnock Road (moratorium and data center)
- Michelle Clark, 116 Deer View (moratorium and data center)

Chairman Smith called for a 10-minute break at 7:23 p.m.
The meeting resumed at 7:33 p.m.

VII. NEW BUSINESS

VII.A Request to Appear - Harnett Lee Veterans Treatment Court

Zane Campbell with Harnett Lee Veterans Treatment Court requested to appear before the Board to discuss funding for the program. Mr. Campbell said for 13 years the program has been grant funded with 2 federal grants from the Bureau of Justice. One grant will expire October 1 and he is seeking local funding due to federal grant uncertainty and will not re-apply for the grant unless they need to enhance the program. . The current budget is $562,000 per year. Alliance donates $50,000 of treatment per year. There are currently 16 veterans in the program, 5 of whom are Lee County residents. During the last 13 years, there have been 136 graduates and 12 re-offenders. Of the 136 participants, 25 were Lee County residents. Veterans Treatment Court is a judicially managed court and Veterans are referred to this court

program for assistance instead of incarceration. Mr. Campbell said Harnett County already agreed to provide $150,000 annually in funding. He is now asking for $150,000 annually from Lee County. Mr. Campbell said he has to guarantee funding for the next fiscal year before the new year starts on October 1, 2026, or the State may remove staff. The State does not fund any treatment court in North Carolina. Commissioner Vorbeck asked if RENEW could assist and Assistant County Manager of Governmental Support Angelina Noel said the County is not accepting any RENEW applications because the Board already reallocated the funding. The Board could use earmarked American Rescue Plan Act (ARPA) mental health dollars for the program. Mr. Campbell has meetings scheduled with Wake and Johnston Counties to request funding.

VII.B Information Technology Core Infrastructure Migration

IT Director Kyle Edwards presented a request to replace the County's core technology infrastructure from the Dell VxRail hyperconverger system to a traditional server plus SAN (storage area network) due to ownership and partnership changes of the current providers. CEO Brandon Cole with the Davenport Group provided an overview of the proposal and needs. A copy of Mr. Cole's presentation is attached and incorporated into these minutes. This request is being made now due to product shortages and increasing prices. Due to the need for quick action on the project and contracts, Mr. Edwards is requesting the County Manager be given authority to sign contracts, approve purchase orders and approve any bids associated with the project that may be outside normal financial policy thresholds. Mr. Edwards said this system hosts all the servers that are used by the County, such as financial systems, payroll, timekeeping, public safety, etc. County Manager Lisa Minter said that if this is approved, staff would bring a budget amendment back to the Board for the upfront costs.

PureEtc22026 (1).pdf

Motion: Motion to authorize the County Manager to sign contracts, approve purchase orders, and approve any bids associated with this project that may be outside typical financial policy thresholds. Additionally, to instruct the County Manager to keep the Board of Commissioners updated throughout the life cycle of this project on any approvals outside of the normal authorized thresholds.

Mover: Samantha Martin

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

Motion Result: Passed

VII.C Farmland Preservation Fund funding Budget Amendment

County Manager Lisa Minter presented a budget amendment to take the rollback taxes from the previous year in the amount of $195,670 to the Farmland Preservation Fund. The Board approved the transfer of $340,610 when the fund was initially created. To date, $18,666.17 has been spent, which was on one request. This leaves roughly $327,023 in the Farmland Preservation Fund. The Board did not put a cap on the annual rollback taxes transfer.

Budget Amendment #02-16-26-10.pdf

Motion: Motion to not transfer this year's rollback taxes from the General Fund into the Farmland Preservation Fund.
Mover: Dr. Andre Knecht
For: 3 - Dr. Andre Knecht, Kirk Smith, Samantha Martin
Against: 4 - Robert Reives, Cameron Sharpe, Mark Lovick, Taylor Vorbeck
Motion Result: Failed
Motion: Motion to table the Farmland Preservation Fund funding Budget Amendment until the March 2, 2026 work session and have Cooperative Extension Director Dr. Bill Stone provide a more in-depth update.
Mover: Taylor Vorbeck
For: 5 - Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck
Against: 2 - Dr. Andre Knecht, Samantha Martin
Motion Result: Passed

VIII. MANAGERS' REPORTS

VIII.A Monthly Financial Reports

Chief Financial Officer Jen Waterhouse presented the December 2025 and January 2026 monthly financial reports, as well as the October 2025 and November 2025 Sales Tax Distribution Reports.

Sales Tax Collections October 2025.pdf
Sales Tax Collections for November 2025.pdf
December 2025 Monthly Financial Report.pdf
January 2026 Financial Report.pdf

VIII.B County Manager's Monthly Report

County Manager Lisa Minter provided her monthly manager's report, a copy of which is attached and incorporated into these minutes. Commissioner Vorbeck asked for a MedEx update at the Board's March 2, 2026 work session.

County Managers Report - 02-02-26.pdf
250th_Minutes 4 February 2026 Committee.pdf
CHSAB minutes 01-21-2026.pdf
Library_11.12.25 Approved LCL Board Meeting Minutes.pdf
Parks and Rec Board Minutes_10-27-25.pdf
PERMIT ISSUANCE REPORT- DECEMBER 2025.pdf
PERMIT ISSUANCE REPORT- JANUARY
2026.pdf Tax_Monthly Managers Report December
2025.pdf Tax_Monthly Managers Report January
2026.pdf TRC Agenda_Jan. 2026.pdf TRC
Agenda_Feb. 2026.pdf

IX. COMMISSIONERS' COMMENTS

Motion: Motion to grant a request to appear from the Southern Environmental Law group about the impacts of data centers and fracking, as well as to have Sanford Area Growth Alliance CEO Jimmy Randolph to provide perspective from an economic development standpoint.
Mover: Taylor Vorbeck

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

X. CLOSED SESSIONS

Motion: Motion to go into closed session per N.C. General Statute § 143-318.11(a)(4) to discuss matters relating to the location or expansion of business and per N.C. General Statute § 143-318.11(a)(3) to consult with our attorney to preserve the attorney-client privilege.
Mover: Dr. Andre Knecht
For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Motion Result: Passed

Chairman Smith called for a five-minute break at 8:42 p.m. prior to entering into closed session at 8:51 p.m.

ADJOURN

The Board resumed open session at 9:54 p.m.
Motion: Motion to adjourn. The Board adjourned at 9:55 p.m.
Mover: Samantha Martin
For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Motion Result: Passed

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

ATTEST:

_____
Hailey Hall, Clerk to the Board

ITEM #: II.D

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: February 16, 2026 Closed Session Minutes

DEPARTMENT: Administration

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

TYPE: Action Item

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

SUMMARY

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

ITEM #: II.E

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: Board of Equalization and Review Appointments

DEPARTMENT: Administration

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

TYPE: Action Item

REQUEST	Appoint Adela Costelow and Benita Kay to the Board of Equalization and Review.
BUDGET IMPACT	N/A
ATTACHMENTS	
PRIOR BOARD ACTION	The Board previously appointed Adela Costelow and Benita Kay as alternates to the Board of Equalization and Review in April 2023. In February 2025, the Board moved Ms. Costelow and Ms. Kay up to regular seats for the remainder of their terms.
RECOMMENDATION	Appoint Adela Costelow and Benita Kay to the Board of Equalization and Review.

SUMMARY

Board of Equalization and Review regular members Adela Costelow and Benita Kay's terms expire in April 2026 and both are seeking reapplication. The Clerk to the Board of Commissioners has reviewed their applications and confirmed both are in good standing. The Board of Commissioners may consider reappointing Ms. Costelow and Ms. Kay to the Board of Equalization and Review as regular members (not alternates). Their applications will be provided to the Commissioners under a separate cover.

ITEM #: II.F

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: Resolution Awarding Service Side Arm to Capt. George Caulder

DEPARTMENT: Sheriffs Department

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

TYPE: Action Item

REQUEST	Approve the Resolution Awarding Service Side Arm to Capt. George Caulder.
BUDGET IMPACT	N/A
ATTACHMENTS	RESOLUTION_Service Side Arm Award_Captain Caulder.pdf scan_wsturkie_2026-03-10-09-19-12.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Resolution Awarding Service Side Arm to Capt. George Caulder.

SUMMARY

Sheriff Brian Estes has requested to award the service side arm to Capt. George Caulder upon his retirement effective February 25, 2026. Attached is a copy the Sheriff's request and the resolution of the award.

RESOLUTION AWARDING THE SERVICE SIDE ARM OF CAPTAIN GEORGE CAULDER OF THE LEE COUNTY SHERIFF'S DEPARTMENT UPON HIS RETIREMENT

WHEREAS, Capt. George Caulder retired effective February 25th, 2026, from the Lee County Sheriff's Department; and

WHEREAS, Lee County Sheriff Brian Estes has requested to present Capt. George Caulder with his service side arm as part of his reward of service in law enforcement in recognition of a job well done in the protection and service to the communities of Lee County for more than 10 years; and

WHEREAS, N.C.G.S. § 17F-20 allows the Lee County Board of Commissioners, in their discretion, to award a retiring member of the Lee County Sheriff's Department with their service side arm; and

WHEREAS, Capt. Caulder is eligible to own, possess or receive a firearm under the provisions of State and/or federal law; and

NOW THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners that Capt. George Caulder is hereby awarded his service side arm, a Sig Sauer P320 9mm, serial number 58C254075, for his years of honorable service in protecting and serving the communities of Lee County.

Presented this 16th day of March, 2026.

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

ATTEST:

_____
Hailey Hall, Clerk to the Board

LEE COUNTY
NORTH CAROLINA
OFFICE OF THE SHERIFF

Sheriff Brian Estes
sheriff@leecountync.gov

Phone: 919-718-4561
Fax: 919-718-4562

February 25th 2026

Chairman Kirk Smith,

It is respectfully requested to present Capt. George Caulder with his service side arm as part of his reward of service in Law Enforcement in recognition of a job well done in the protection and service to Lee County. Capt. Caulder retires effective February 25th 2026 from the Lee County Sheriff's Office with more than 10 years of service. N.C.G.S. § 20-187.2 allows the Lee County Board of Commissioners, in their discretion, to award a retiring member of the Lee County Sheriff's Office with their service side arm. Capt. Caulder is eligible to own, possess or receive a firearm under the provisions of State and/or Federal law. The weapon requested to be awarded is a Sig Sauer P320 9mm, Serial number 58C254075.

Thank you for your consideration in this matter.

Sincerely,

Lee County Sheriff
Brian Estes

ITEM #: II.G

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: Additional Funding Awarded by the State in the Amount of $2,839 for Activity 101 - Maternal Health

DEPARTMENT: Health

CONTACT PERSON: Jessica Miller,

TYPE: Consent Agenda

REQUEST	Request to accept additional funds for the Maternal Health program in the amount of $2,839 for Activity 101 â€“ Maternal Health
BUDGET IMPACT	$2,839- no County match
ATTACHMENTS	101-1 MH FY26 Lee.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	The Lee County Health Department respectfully requests the approval of the Lee County Board of Commissioners to accept additional State funds in the amount of $2,839 for Activity 101 - Maternal Health.

SUMMARY

Due to the availability of additional non-recurring MCHBG funds by the North Carolina State Legislature, this Agreement Addendum Revision #1 adds additional funding for services provided by May 31, 2026. The Local Health Department shall utilize these funds to meet the scope of work and deliverables in the original Agreement Addendum. These additional funds will be used to purchase a Fetal Doppler with stand, Blood Pressure Cuffs with monitors, and Incentives to promote the Maternal Health Clinic at the Community Baby Shower and other events.

Division of Public Health
Agreement Addendum
FY 25-26

Lee County Health Department **Local Health Department Legal Name**	Women, Infant, and Community Wellness Section / Maternal Health Branch **DPH Section / Branch Name**
101 Maternal Health **Activity Number and Description**	Tara Owens Shuler, (919) 707-5708, tara.shuler@dhhs.nc.gov **DPH Program Contact** (name, phone number, and email)
06/01/2025 –05/31/2026 **Service Period**	**DPH Program Signature** **Date** (only required for a negotiable Agreement Addendum)
07/01/2025 – 06/30/2026 **Payment Period**	

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # ___

I. Background:

The Maternal Health Program is administered in the Division of Public Health (DPH), within the Women, Infant and Community Wellness Section (WICWS), Maternal Health Branch. The primary mission of the Maternal Health Program is to ensure that all individuals who are pregnant and low-income have access to early and continuous prenatal and postpartum care. Every local health department, including districts, is eligible to receive funding for maternal health services in their community. The provision of high quality, risk appropriate perinatal care is a means of reducing maternal and infant morbidity and mortality.

Throughout this Agreement Addendum, the following words are defined as follows: "shall" and "must" indicates a mandatory program policy; "should" indicates a recommended program policy; and "can" or "may" indicates a suggestion or consideration. Also, the full citation for the primary reference used throughout this document to aid in setting the standards of care is: (2017) *Guidelines for Perinatal Care*, Eighth Edition, Elk Grove Village, IL: Washington, DC, American Academy of Pediatrics and The American College of Obstetricians and Gynecologists. A supplemental resource list to help with guidelines, implementation, and management of the requirements outlined in this Activity can be found on the WICWS website.[1]

[1] https://wicws.dph.ncdhhs.gov/provpart/docs/AAResource%20Page.pdf

Health Director Signature (use blue ink or verifiable digital signature) _____ Date _____

LHD to complete:
[For DPH to contact in case follow-up information is needed.]
LHD program contact name: _____
Phone and email address: _____

II. Purpose:

This Agreement Addendum assures that local health departments provide access to early and continuous prenatal and postpartum care for individuals who are pregnant and low-income in North Carolina (NC). Prenatal care services include screenings, counseling, and referrals for psychosocial and nutrition problems; behavioral health intervention; and Care Management for High-Risk Pregnancies (CMHRP). In addition, local health departments will work to enhance public education and community awareness regarding risk prevention and reduction strategies.

III. Scope of Work and Deliverables:

The Activity 101 Maternal Health Agreement Addendum requires further negotiation between the Maternal Health Branch (MHB) and the Local Health Department.

For this Agreement Addendum, the Local Health Department shall complete the Maternal Health Patients and Physicians Contact table (Attachment B) and return it with the signed and dated Agreement Addendum. In addition, a detailed budget must be submitted, as described below in Paragraph 1, with instructions provided in Attachment A.

The information provided by the Local Health Department will be reviewed by the Maternal Health Branch (MHB). When the MHB representative and the Local Health Department reach an agreement on the information contained in these Sections and the Detailed Budget, the MHB representative will sign the Agreement Addendum to execute it.

1. **Detailed Budget** (Instructions provided in Attachment A)
   A detailed budget must be emailed by April 15, 2025 to Tara.Shuler@dhhs.nc.gov to document how the Local Health Department intends to expend funds awarded for FY26. **The budget must equal funds allocated to the Local Health Department**. (Refer to the FY 25-26 Activity 101 Budgetary Estimate, included with this Agreement Addendum, for the total funding allocation.) List only activities that are not Medicaid reimbursable. Billable items may include, but are not limited to, Community Education, Patient Transportation, Staff Time, Equipment, Incentives, and Staff Development. (Staff Development must be prorated to a percentage of staff time assigned to Maternal Health Clinic).

2. **Maternal Health Patients and Physicians Contact** (Attachment B)
   On Attachment B, indicate the number of unduplicated patients to be served and the estimated percentage of those patients that will be uninsured. Local Health Department-Health Service Analysis (LHD-HSA) service data or compatible reporting system as of August 30, 2026, will provide the documentation to substantiate services that the Local Health Department has provided for this FY26 Agreement Addendum. Provide the names, specialties, and contact information (telephone, email) for all providers who approve or sign off on maternal health clinic protocols at your facility.

3. The Local Health Department shall demonstrate compliance with the NC Administrative Rules 10A NCAC 46.0205(a) and the Title V Maternal and Child Health Block Grant funds for the provision of Maternal Health Services.

   NC Administrative Rules (10A NCAC 46.0205) require assurances for the provision of selected maternal health services. Each local health department must "provide, contract for the provision of, or certify the availability of maternal health services for all individuals within the jurisdiction of the local health department." In addition, agencies supported by state Title V Maternal and Child Health Block Grant funds are required to provide access to maternal services and referral for primary care services as appropriate.

4. The Local Health Department shall demonstrate compliance with the NC Administrative Rules (10A NCAC 43B .0109) on client and third-party fees:
   a. If a local provider imposes any charges on clients for maternal and child health services, such charges:
      1. Will be applied according to a public schedule of charges.
      2. Will not be imposed on low-income individuals or their families.
      3. Will be adjusted to reflect the income, resources, and family size of the individual receiving the services.
   b. If client fees are charged, providers must make reasonable efforts to collect from third-party payors.
   c. Client and third-party fees collected by the local provider for the provision of maternal and child health services must be used, upon approval of the program, to expand, maintain, or enhance these services. No person shall be denied services because of an inability to pay.

5. The Local Health Department shall ensure the provision of the following, whether or not they provide prenatal care:
   a. Provide pregnancy testing and referral as appropriate.
   b. Ensure ongoing prenatal care to all pregnant women through one or both of the following mechanisms:
      1. Provision of prenatal services (10A NCAC 46.0205 B (i)(ii)(iii))
      2. Referral to other health care providers.

6. **Provision of Maternal Health Services** (Attachment C)
   If the Local Health Department is **not** providing routine prenatal care <u>but **is instead assuring** these services,</u> the Local Health Department shall complete the Provision of Maternal Health Services (Attachment C) and return it with the signed and dated Agreement Addendum.

7. The Local Health Department shall:

A. General Services

A1 Obtain informed consent for prenatal services and document consent with a patient signature.

A2 Provide data on the demographics and number of patients served reporting through the state's Local Health Department-Health Service Analysis (LHD-HSA) and/or a compatible data system.

A3 Provide or make referrals for nutrition consultation (see section E. Nutrition Services), education on infant feeding, childbirth, and parenting education for families. Referrals must be documented in the Maternal Health record for patients receiving prenatal care.

A4 The Local Health Department that provides childbirth education to Medicaid enrollees and bills to Medicaid or provides to non-Medicaid patients as part of their use of Healthy Mothers, Healthy Children funding must provide these services in accordance with the NC Medicaid Clinical Coverage Policies *(NC Medicaid Clinical Coverage Policy 1M-2, Childbirth Education).*[2]

[2] Maternal Support Services 1M-2 NC Medicaid Clinical Coverage Policy Childbirth Education Amended Date: August 15, 2023

A5 The Local Health Department may provide Home Visits for Postnatal Assessment and Follow-up Care and Maternal Care Skilled Nurse Home Visits (MCSNHV) per NC Medicaid clinical coverage policies 1M-5[3] and 1M-6.[4]

A6 Provide or assure the provision of Care Management for High-Risk Pregnancies (CMHRP) services to Medicaid eligible patients, in accordance with CMHRP program requirements and NC Medicaid Coverage Policy 1E-6.[5] Individuals who are not aligned with a Prepaid Health Plan (PHP) but receive Presumptive Eligibility (PE) coverage should also be referred to CMHRP services, as applicable.

A7 The Local Health Department may provide Health and Behavior Intervention (HBI) services in accordance with NC Medicaid Clinical Coverage Policy No: 1M-3, Health and Behavior Intervention.[6]

B. Quality Assurance

Provide the following as indicated by policy, procedure, or documentation:

B1 Conduct annual quality assurance review of policies and procedures being implemented.

B2 Report interruption of services or inability to meet quality assurance deliverables within 14 days to the WICWS Regional Nurse Consultant.

B3 Use interpreter services for all maternal health programs when appropriate.

B4 Demonstrate excellence in customer friendly services as evidenced by annual patient satisfaction surveys.

B5 All Local Health Department staff, clinical and non-clinical, shall participate in at least one training annually focused on health equity, health disparities, or social determinants of health to support individual competencies and organizational capacity to promote health equity.

B6 Provide care by Physicians, Advanced Practice Practitioners and/or Enhanced Role Registered Nurses as appropriate.

B7 If the Local Health Department offers a Non-Stress Test (NST), it must be provided by a trained, licensed healthcare professional who will perform the NST when indication warrants. These healthcare professionals may include Registered Nurses (RNs), Certified Nurse-Midwives, Nurse Practitioners, Clinical Nurse Specialists, Physicians, and Physician Assistants. The NST should be interpreted by a trained, licensed healthcare provider. Documentation of fetal monitoring training is required every two years for all professionals who perform and/or interpret this test.

C. Policies/Procedures

C1 Develop and follow a policy/procedure/protocol for follow-up on a positive pregnancy test to assure patient has access to a health care provider.

C2 Develop and follow, for health departments that provide prenatal care services and have a three-week or greater waiting list, a policy/procedure/protocol for scheduling first appointment

[3] Maternal Support Services 1M-5 NC Medicaid Clinical Coverage Policy Home Visit for Postnatal Assessment and Follow-up Care Amended Date: August 15, 2023

[4] Maternal Support Services 1M-6 NC Medicaid Clinical Coverage Policy Maternal Care Skilled Nurse Home Visit Amended Date: August 15, 2023

[5] Obstetrics & Gynecology 1E-6 NC Medicaid Clinical Coverage Policy Pregnancy Management Program Amended Date: April 1, 2023

[6] Maternal Support Services 1M-3 NC Medicaid Clinical Coverage Policy Health and Behavior Intervention Amended Date: August 15, 2023

and/or triaging patients based on the presence of any identified adverse pregnancy risk factors. A list of adverse pregnancy risk factors must be included in this policy.

C3 Develop and follow a policy/procedure/protocol for referring patients to Women, Infants and Children (WIC) upon confirmed results of a positive pregnancy test. (Federal WIC Regulations, 246.4)

C4 Develop and follow a policy/procedure/protocol for completing presumptive eligibility determination for all patients not currently covered by Medicaid, which should include presumptive eligibility determination at the first prenatal appointment, at the time of positive pregnancy test (regardless of where patients will receive their prenatal care), or when the patient requests presumptive eligibility based on attestation of pregnancy. Patients are not to be delayed in receiving Medicaid. For agencies that assure maternal health services through a rural health center, Federally Qualified Health Center (FQHC), or other entity that is permitted to complete presumptive eligibility, presumptive eligibility may be completed by the assuring provider at the initial prenatal appointment.

C5 Develop and follow a policy/procedure/protocol for referring all pregnant patients for Medicaid eligibility determination.

C6 Develop and follow a policy/procedure/protocol that describes the completion of the Pregnancy Risk Screening (PRS) Form and making a referral to the CMHRP program as indicated. PRS forms should be completed on Medicaid, Medicaid-eligible or presumptively eligible Medicaid patients.

C7 Develop and follow a policy/procedure/protocol that describes the agency's target population for receiving maternal health services provided by the Local Health Department, including eligibility criteria. The Local Health Department shall emphasize provision of maternal health services to individuals who would not otherwise have access to these services.

C8 Develop and follow a policy/procedure/protocol or fee schedule that describes the agency's fees for maternal health services provided by the Local Health Department.

C9 Develop and follow a policy/procedure/protocol that describes the agency's provision of community and patient maternal health education services within the jurisdiction of the Local Health Department. Education services shall promote healthy lifestyles for good pregnancy outcome. (10A NCAC 46.0205(3)(b))

C10 Develop and follow a policy/procedure/protocol that describes the follow-up of missed appointments.

C11 Develop and follow a policy/procedure/protocol that describes the referral of pregnant patients who express interest in permanent sterilization or contraception.

C12 Develop and follow a policy/procedure/protocol for providing the 5As (Ask, Advise, Assess, Assist, and Arrange) counseling approach for tobacco cessation and electronic nicotine delivery systems for all patients. Process must include facilitation of a referral to QuitlineNC or a community resource.

C13 Develop and follow a policy/procedure/protocol that describes the agency's completion of the modified 5Ps validated screening tool for substance use disorder at the initial prenatal visit and at the postpartum visit, and to identify patients with substance use concerns and refer (if indicated) for subsequent follow-up. If the Pregnancy Risk Screening Form is completed at the initial prenatal visit, the modified 5Ps screening is included. The modified 5Ps may be repeated at any point during pregnancy at the provider's discretion. Policy should include referral processes for those who are diagnosed with substance use disorder.

C14 Develop and follow a policy/procedure/protocol for specific circumstances in which urine drug testing will be used, and how the information will be used, if the agency uses laboratory testing. Signed informed consent for urine drug testing should be obtained from each patient prior to testing. This document should inform patients that the test results will be shared with the delivering hospital and that refusal of a urine drug screen will not impact their ability to continue receiving prenatal care. Universal laboratory testing for the presence of drugs is not recommended. Use of laboratory testing for presence of drugs should not be used to screen for substance use disorder (see C13).

C15 Develop and follow a policy/procedure/protocol for referring a patient with a positive hepatitis B result for care, if indicated, and assuring appropriate notification of Local Health Department staff responsible for follow-up of the neonate after birth. (10A NCAC 41A.0203 (d)(1))

C16 Develop and follow a policy/procedure/protocol for referring a patient or neonate with a positive hepatitis C result for care, if indicated, and for appropriate notification of Local Health Department staff responsible for follow-up of the patient and neonate.

C17 Develop and follow a policy/procedure/protocol for coordination of care for HIV positive patients as needed to assure appropriate care. (10A NCAC 41A.0202)

C18 Develop and follow a policy/procedure/protocol for identification, follow-up and referral as indicated for pregnant and postpartum patients who are experiencing interpersonal violence. The minimum standard for identification is the use of the screening questions found on Maternal Health History Forms C-1 (DHHS form 4158) and C-2 (DHHS form 4160).[7] Screening questions shall be administered privately at the first prenatal contact, each trimester, and postpartum.

C19 Develop and follow a policy/procedure/protocol for referring patients to a high-risk maternity clinic or provider for identified high-risk conditions that are not within the scope of practice for the Local Health Department.

C20 Develop and follow a policy/procedure/protocol for assessing prenatal clients for immunity to rubella and varicella at the first prenatal visit, and for provision of or referral for the rubella and varicella vaccines postpartum if the patient is not immune.

C21 Develop and follow a policy/procedure/protocol for documenting appropriate universal screening and treatment for vaginal/rectal/urinary Group B Streptococcal (GBS). Unless already diagnosed with positive GBS bacteriuria, all patients should be screened via vaginal/rectal swab at 36-38 weeks gestation or within 5 weeks of planned early delivery. Patients who are penicillin allergic, need sensitivity testing.. Policy should include process for transferring results to delivering hospital. (ACOG Committee Opinion, No. 797)

C22 Develop and follow policy/procedure/protocol for completing a validated depression screening tool: (1) at the initial prenatal visit and as indicated by patient's responses to the Maternal Health History Forms C-1 [Form 4150] and C-2 [Form 4160], (2) later in the pregnancy (second or third trimester), and (3) at postpartum visit. Validated screening tools include the PHQ-9 or the Edinburgh Postnatal Depression Scale [EPDS]. Policy should include which tools are being used, which scores are considered positive, and referral and follow-up processes. Follow-up processes should include procedure/protocol for assessing the severity and immediacy of suicide risk when someone answers a self-harm or suicide question affirmatively.

[7] https://wicws.dph.ncdhhs.gov/provpart/forms.htm

C23 Develop and follow policy/procedure/protocol for completing a validated anxiety screening tool: (1) at the initial prenatal visit, (2) later in the pregnancy (second or third trimester), and (3) at postpartum visit. Validated screening tools include the General Anxiety Disorder-7 [GAD-7] and EPDS-3A. Policy should include which tools are being used, which scores are considered positive, and referral and follow-up processes.

C24 Develop and follow policy/procedure/protocol on how the agency maintains a breastfeeding-friendly clinic environment in accordance with the American College of Obstetricians and Gynecologists (ACOG) Committee Opinion titled "Optimizing Support for Breastfeeding as Part of Obstetric Practice,". If the Local Health Department has a WIC clinic on site, it must follow the established federal standards for breastfeeding promotion and support.

C25 Follow all standing orders or protocols developed for nurses in support of this program; standing orders must be written in the North Carolina Board of Nursing format. All local health departments shall have a policy in place that support nurses working under standing orders.

D. Prenatal Services

Clinical Services: Components of clinical services for maternal health visits are found in Attachment D.

E. Nutrition Services

E1 Determine pre-pregnancy weight and calculate body mass index (BMI). Use BMI to classify patient as underweight, normal weight, overweight or obese and assign the appropriate gestational weight gain range. Educate patient about their recommended gestational weight gain range (in accordance with IOM guidelines) based on single or multiple gestations.

E2 Offer and document nutrition consultation to all underweight or obese patients (pre-pregnancy BMI of <18.5 or ≥ 30). This consultation may be accomplished by a referral to a Registered Dietitian (RD), Licensed Dietitian/Nutritionist (LDN) or Women, Infants, and Children (WIC).

E3 Nutrition screening shall be performed or reviewed by a nurse, nutritionist, physician, or advanced practice practitioner at the first appointment and updated at subsequent appointments. Based on this overall nutrition screening, an appropriate nutrition care plan and/or referral to a Registered Dietitian (RD) or a Licensed Dietitian/Nutritionist (LDN) will be made. The plan of care will be documented in the patient's maternal health record. The LDN should be licensed by the NC State Board of Dietetics

E4 Provide a prenatal supplement containing folic acid and iron. If the patient has Medicaid or third-party insurance, a prescription for prenatal vitamins will be provided. For those patients without third party reimbursement, the health department shall provide the prenatal vitamins containing folic acid and iron. The health department shall document that each patient has obtained prenatal vitamins on the subsequent prenatal visits after the initial prescription is given and refilled.

E5 Refer all patients categorically eligible for the WIC Program to that program (using appropriate referral platforms) for nutrition education, lactation support, eligible breastfeeding supplies and supplemental foods. Refer all individuals needing other supplemental food/nutrition resources (SNAP; school meals, emergency foods, etc.) to other local resources as appropriate.

F. Psychosocial Services

F1 Complete initial, interval, and postpartum screenings for substance use, depression, anxiety, interpersonal violence, and tobacco/electronic nicotine delivery systems, as indicated in policies found in section C. Policies/Procedures.

F2 Coordinate the plan of care with the patient's CMHRP Care Manager, as applicable. If the patient is not engaged with a CMHRP Care Manager, refer patient for services if Medicaid eligible or if the Local Health Department receives grant funding from Division of Public Health for provision of CMHRP services for those that are eligible and uninsured.

F3 Refer to appropriate behavioral health professional for a comprehensive clinical assessment and care plan in response to any psychosocial risks identified by Maternal Health History Forms C-1 (DHHS form 4158) and C-2 (DHHS form 4160) in combination with validated screening tools. Consideration for referral based off significant behavioral health history is also recommended.

G. Postpartum Services

G1 The Local Health Department should contact all patients within 3 weeks after delivery.

G2 A comprehensive postpartum exam should be done no later than 12 weeks after delivery. Complete and document the following, including which clinic the postpartum clinical appointment occurred (Maternal Health or Family Planning) (ACOG Practice Bulletin 736):

a. Document follow-up attempt, if postpartum appointment is missed.
b. Postpartum follow-up for diagnosed high risk conditions. Documentation will indicate that the care was provided, or referral facilitated (inter/intra-agency) to the appropriate provider.
c. The 5As (Ask, Advise, Assess, Assist, and Arrange) counseling approach for tobacco cessation and electronic nicotine delivery systems for all patients.
d. Screen for postpartum depression with either the Edinburgh Postpartum Depression Scale (EPDS) or PHQ-9 validated screening tool.
e. Screen for anxiety using either the GAD-7 or EPDS-3A.
f. Screen for interpersonal violence.
g. Screen for substance use with the modified 5P's validated screening tool to identify, refer (if indicated) for subsequent follow-up.
h. Postpartum Gestational Diabetes Mellitus (GDM) follow-up testing for all GDM patients, defined by ACOG as a 4 to 12-week postpartum fasting blood glucose test or 75-g 2-hour oral glucose tolerance test. Appropriate long-term sequela counseling should also be performed.
i. Reproductive life planning counseling to include plans for future childbearing and selection of a contraceptive method to prevent pregnancy and /or promote healthy birth spacing.
j. Document plan for ongoing primary care, including referral to a primary care provider as indicated.

H. Staff Requirements and Training

H1 The Maternity Nurse Supervisor, CMHRP Care Managers and Supervisors, Health and Behavior Intervention Supervisor, and Clinical Social Workers shall have active electronic mail membership and direct access to the internet. HMHC funds can be used to finance and maintain hardware, software, and subscription linkage to current local market values. The internet connection enables participation in WICWS listservs, use of the VirtualHealth documentation system, and CareImpact, as well as access to other technical resources and to maternal health materials.

H2 Enhanced Role Registered Nurse (ERRN) Requirements: Certain low-risk patients may receive designated services from public health nurses who have received special Maternal Health (MH) Enhanced Role Registered Nurse Training. In local health departments that have enhanced role screeners, a roster will be maintained and kept up to date. The roster shall include date of completion of the MH ERRN training, number of patient contact hours (combination of time spent as a nurse interviewer and highest-level care provider) and accrued maternal health educational contact hours. ERRNs must fulfill requirements listed below by June 30th each year or they will lose enhanced role status. The MH ERRN program has been discontinued with the exception of those currently active.

a. Any MH ERRN who is seeking re-rostering must submit a competency checklist completed by the agency's Medical Director/Medical Consultant responsible for the Maternal Health Program and the Director of Nursing for the agency. Other requirements include the completion and documentation of 100 clinical hours and 10 educational contact hours, directly related to maternal health, during the fiscal year, July 1, 2025–June 30, 2026. The documents required for re-certification will be sent via email to the MH ERRN at each participating agency for completion. The documentation for the prior state fiscal year (July 1, 2024–June 30, 2025) must be submitted by August 15, 2025, to the State Maternal Health Nurse Consultant in the Maternal Health Branch. MH ERRN's who have remained rostered continuously may perform maternal health assessments through the direction of precise, written Standing Orders, reviewed, and signed annually by the Program Medical Director. The standing order should be submitted along with the re-rostering documents every other year (on even years), beginning August 15, 2024.

b. The Local Health Department shall advise their WICWS Regional Nurse Consultant of any ERRNs who have either retired or are no longer functioning as an ERRN and they will be removed from the current roster and will not be required to complete the documents. Once removed they cannot be readded.

H3 CMHRP Manager Staffing and CMHRP Training

a. Any changes in CMHRP Care Manager or CMHRP Care Management Supervisor positions shall be electronically submitted[8] as soon as possible. However, the changes must be submitted no later than 7 days after the staff change including hiring new staff, position vacancy, position elimination, or other staff changes. Additionally, the WICWS Regional Social Work Consultant shall be notified of new staff as soon as possible but no later than 7 days after hire date.

b. In the event of a staff vacancy or an extended absence, the Contingency Plan for Staff Absence or Vacancy Form found in the CMHRP Program Toolkit must be completed and submitted as outlined in the form instructions. The Local Health Department shall maintain a contingency plan for any extended staff absence or vacancy to ensure that patients can access care management services in a timely manner and that there are no interruptions in service delivery. An extended staff absence is defined as longer than two weeks.

c. Interruption of services or inability to meet quality assurance deliverables must be reported as soon as possible (but no later than 7 days) to the WICWS Regional Social Work Consultant.

d. All social workers hired as CMHRP Care Managers after September 1, 2011, must have a Bachelor of Social Work (BSW, BA in SW, or BS in SW) or Master of Social Work (MSW, MA in SW or MS in SW) from a Council on Social Work Education accredited

[8] https://survey.alchemer.com/s3/7111130/CMARC-and-CMHRP-Staffing-Information

social work degree program per the Program Guide for Care Management for High-Risk Pregnancies and At-Risk Children in Managed Care. Nurses that are hired to fill the positions must be a registered nurse (RN). [Note: non-degreed social workers cannot provide care management, even if they qualify as a social worker under the Office of State Personnel guidelines.]

e. All new CMHRP Care Managers are required to complete the Care Management for High-Risk Pregnancies New Hire Orientation as outlined in the Care Management for High-Risk Pregnancies New Hire Orientation checklist located in the CMHRP Program Toolkit, adhering to the specified timeframes in the document.

H4 Clinical Social Work Staffing and Training

a. Written notification about staff changes shall be submitted to the WICWS Clinical Social Work Consultant within 14 days of staff change including hiring new staff, position vacancy, position elimination, or other staff change.

b. All new Licensed Clinical Social Workers are required to complete the LCSW orientation materials located on the WICWS website[9] within two months of hire date. Additionally, the WICWS Clinical Social Work Consultant shall be notified of course completion within 14 days of course completion.

H5 Recommend maternal health staff receive task appropriate breastfeeding promotion and support training from Breastfeeding Coordinators in health departments or from the Lactation Area Training Centers for Health (LATCH). The lead Regional Lactation Trainer for Eastern Area Health Education Center (EAHEC) can help facilitate training needs. Initial training for all maternal health staff is encouraged; on-going training as needed is recommended.

IV. Performance Measures / Reporting Requirements:

1. The Local Health Department shall improve birth outcomes and health status of individuals during pregnancy by meeting county-specific Outcome Objectives. Local Health Department outcomes data will reflect only the services provided and reported in Local Health Department-Health Service analysis (LHD-HSA).

   a. Improve the timeliness of prenatal care (initiation of care prior to 14 weeks gestation).

   b. Increase the percentage of maternal health patients who are screened for perinatal mood disorders during pregnancy.

   c. Increase the percentage of maternal health patients who are screened for substance use.

   d. Increase the percentage of maternal health patients who receive a postpartum visit within the first 42 days post-delivery.

2. **Reporting Requirements**: The Local Health Department shall enter all program service data at least quarterly into the Local Health Department-Health Service Analysis (LHD-HSA) or a compatible reporting system.

3. **Reporting Required Subcontract Information**
   In accordance with revised NCDHHS guidelines effective October 1, 2024, the LHD must provide the information listed below for every subcontract receiving funding from the LHD to carry out any or all of this Agreement Addendum's work.

   This information is not to be returned with the signed Agreement Addendum (AA) but is to be provided to DPH when the entities are known by the LHD.

[9] https://wicws.dph.ncdhhs.gov/provpart/training.htm

a. Subcontracts are contracts or agreements issued by the LHD to a vendor ("Subcontractor") or a pass-through entity ("Subrecipient").
    1. Subcontractors are vendors hired by the LHD via a contract to provide a good or service required by the LHD to perform or accomplish specific work outlined in the executed AA. For example, if the LHD needed to build a data system to satisfy an AA's reporting requirements, the vendor hired by the LHD to build the data system would be a Subcontractor. (However, not all Vendors are considered Subcontractors. Entities performing general administrative services for the LHD (e.g., certified professional accountants) are not considered Subcontractors.
    2. Subrecipients of the LHD are those that receive DPH pass-through funding from the LHD via a contract or agreement for them to carry out all or a portion of the programmatic responsibilities outlined in the executed AA. (Subrecipients are also referred to as Subgrantees in NCAC.)

The following information must be provided to the DPH Program Contact listed on Page 1 of this AA for review prior to the entity being awarded a contract or agreement from the LHD:

- Organization or Individual's Name (if an individual, include the person's title)
- EIN or Tax ID
- Street Address or PO Box
- City, State and ZIP Code
- Contact Name
- Contact Email
- Contact Telephone
- Fiscal Year End Date (of the entity)
- State whether the entity is functioning as a pass-through entity Subcontractor or Subrecipient of the LHD.

V. Performance Monitoring and Quality Assurance:

1. The Regional Nurse Consultants (RNC), the Regional Social Work Consultants (RSWC) and the WICWS Clinical Social Work Consultant conduct performance monitoring and quality assurance activities.

    a. The RNCs conduct activities for maternal health services which include development of a pre-monitoring plan 4 to 6 months prior to the designated monitoring month; monitoring visits every 3 years; and technical assistance via phone, email, or site visits, as needed. Monitoring visits include a review of audited charts, policies/procedures/ protocols, and standing orders, and a billing and coding assessment. A pre-monitoring visit is optional.

    b. The RSWCs conduct performance monitoring and quality assurance activities for the Care Management for High-Risk Pregnancies program. These activities include oversight of performance through the review of county and health plan level reports generated from VirtualHealth and CareImpact reporting, chart reviews, and site visits for performance review.

    c. The WICWS Clinical Social Work Consultant will provide monitoring for health departments that provide Health and Behavior Intervention services every 3 years, in addition to technical assistance via phone, e-mail or site visits. Health and Behavior Intervention services provide intensive, focused counseling for pregnant and postpartum women who have serious psychosocial needs. Licensed clinical social workers employed by health departments may bill Medicaid for providing these services to Medicaid recipients.

d. A written monitoring report is completed for all monitoring site visits and is emailed within 30 days of the monitoring site visit to the local Health Director and lead agency staff. It will include information on whether a corrective action plan (CAP) is needed.

2. Consequences:

a. If a CAP is required, the Local Health Department must prepare and submit the CAP to the DPH Program Contact within 30 days of receiving the monitoring report. The DPH Program Contact will notify the Health Director whether the final CAP is acceptable within 30 days of having received the CAP. If the final CAP is acceptable, monitoring closure is reached. All CAPs will include a date of the next internal follow up monitoring. Depending on the CAP deficiencies, the RNC may request a copy of the internal monitoring to ensure the issues have been resolved. If final CAP is not acceptable, the DPH Program Contact will provide technical assistance to help complete the CAP. If a final CAP is still unacceptable in 90 days, the Local Health Department will be placed on high-risk status with ongoing technical assistance, and annual follow up monitoring pending approval by WICWS Chief. If at annual monitoring the agency meets program requirements, they will resume the 3-year monitoring cycle.

b. A loss of up to 5% of funds may result for a Local Health Department if it does not meet the level of Maternal Health Patient deliverables (Attachment B) for a two-year period or expend all Healthy Mothers/Healthy Children (HMHC) funds for a two-year period.

VI. Funding Guidelines or Restrictions:

1. **Federal Funding Requirements**: where federal grant dollars received by the Division of Public Health (DPH) are passed through to the Local Health Department (LHD) for all or any part of this Agreement Addendum (AA).

a. Requirements for Pass-through Entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, DPH provides Federal Award Reporting Supplements (FASs) to the LHD receiving federally funded AAs.

1. Definition: A FAS discloses the required elements of a single federal award. FASs address elements of federal funding sources only; state funding elements will not be included in the FAS. An AA funded by more than one federal award will receive a disclosure FAS for each federal award.
2. Frequency: An FAS will be generated as DPH receives information for federal grants. FASs will be issued to the LHD throughout the state fiscal year. For a federally funded AA, an FAS will accompany the original AA. If an AA is revised and if the revision affects federal funds, the AA Revision will include an FAS. FASs can also be sent to the LHD even if no change is needed to an AA. In those instances, the FAS will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

b. Required Reporting Certifications: Per the revised Uniform Guidance, 2 CFR 200, if awarded federal pass-through funds, the LHD as well as all subrecipients of the LHD must certify the following whenever 1) applying for funds, 2) requesting payment, and 3) submitting financial reports:

> "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

Attachment A

Detailed Budget Instructions and Information

Budget and Justification Form
Applicants must complete the **Open Windows Budget Form for FY 25-26**. Upon completion, the Open Windows Budget Form must be emailed by April 12, 2025 to **Tara.Shuler@dhhs.nc.gov**. The Open Windows Budget Form requires a line item budget and a narrative justification for each line item. The Open Windows Budget Form can be downloaded from the Women, Infant and Community Wellness Section (WICWS) website.[10]

The Open Windows Budget Form consists of 3 tabbed sheets in a Microsoft Excel workbook. These sheets are Contractor Budget worksheet (sheet 1), Salary and Fringe worksheet (sheet 2) and Subcontractor Budget worksheet (sheet 3). Enter information only in yellow, pink, or white shaded cells. The blue shaded fields will automatically calculate for you. Information will carry over from sheets 2 and 3 to sheet 1. Refer to the approved budget narrative from FY 24-25 as a reference for completing this FY 25-26 budget narrative.

Narrative Justification for Expenses
A narrative justification must be included for every expense listed in the FY 25-26 budget. Each justification should show how the amount on the line item budget was calculated, and clearly justify/explain how the expense relates to the program. The instructions on How to Fill Out the Open Windows Budget Form is posted on the WICWS website. Examples of line item descriptions and sample narrative justifications are below.

Equipment
The maximum that can be expended on an equipment item, without prior approval from the WICWS, is $2,000. An equipment item that exceeds $2,000 shall be approved by the WICWS before the purchase can be made. If an equipment item shall be used by multiple clinics, you must prorate the cost of that equipment item and the narrative must include a detailed calculation which demonstrates how the agency prorates the equipment.

Justification Example:
1 shredder @ $1,500 each for nursing office staff to shred confidential patient information. Cost divided between 3 clinics. $1,500/3 = $500.

Administrative Personnel - Fringe Costs
Provide position title, staff FTE, brief description of the positions, and method of calculating each fringe benefit that shall be funded by this Agreement Addenda. A description can be used for multiple staff if the duties being performed are similar. Do not prorate the salary and fringe amounts. The spreadsheet will prorate these amounts based on the number of months and percent of time worked.

Justification Example:
P. Johnson/J. Scott, PHN III, 2.0 FTE – work as registered nurses in the Maternal Health Clinic. They take histories, make assessments, review labs, and administer medication to patients who present themselves for prenatal care. M. Apple and S. Hat, Community Health Assistants, 0.75 FTE – work as nursing assistants in the Maternal Health Clinic. They check vital signs of patients presenting themselves for prenatal care and chaperone medical providers. In addition to stocking and cleaning the exam rooms.

Justification Example:
FICA at 7.65% of budgeted salary; Retirement at 10% of budgeted salary; Unemployment at 2% of budgeted salary; and Other at 3% (includes life insurance, AD&D and liability insurance) of budgeted salary. Health insurance is $6,000 per individual.

[10] https://wicws.dph.ncdhhs.gov/provpart/agreement-addenda.htm

Incentives
Incentives may be provided to program participants to ensure the level of commitment that is needed to achieve the expected outcomes of the program. While there is no maximum amount of funding that may be used to provide incentives for program participants, the level of incentives must be appropriate for the level of participation needed to achieve the expected outcomes of the program. Examples of incentive items include gift cards, diaper bags, diapers, baby wipes, parent's night.

Justification Example:
Diaper bags for 10 participants @ $20/bag = $200.

Travel
The Local Health Department can calculate travel and subsistence rates equal to or below the current state rates.

Mileage Rate
The Office of State Budget and Management adopts the IRS mileage reimbursement rate. The North Carolina Department of Health and Human Services (NCDHHS) and DPH follows this guidance. Mileage rates are typically updated annually. Effective January 1, 2024, the mileage reimbursement rate is 67 cents per mile.

Subsistence Rates
DPH follows the NCDHHS Travel Policy for meals and lodging reimbursement. NCDHHS has issued the following schedule, effective October 1, 2024:

	In-State	Out-of-State
Breakfast	$ 16	$ 16
Lunch	$ 19	$ 19
Dinner	$ 28	$ 28
Lodging (actual, up to)	$ 110	$ 110
Total	$ 173	$ 173

Justification Example:
Overnight accommodations for Maternal Health Nurse Supervisor and 1 PHN II to attend XYZ Training:

2 nights' lodging x $110 (excludes tax) = $220
2 breakfast x 2 staff @ $16/person = $64
2 lunches x 2 staff @ $19/person = $76
2 dinners x 2 staff @ $28/person = $112
Total cost: $220 lodging + $252 meals = $472

Attachment B

Maternal Health Patients and Physicians Contact

Instructions: Using the chart below, enter the total number of estimated patients to be served in the Maternal Health Clinic and enter the estimated percent of those patients that will be uninsured. This Attachment B must be completed and returned with your signed Agreement Addendum.

Unduplicated number of patients to be served in the Maternal Health Clinic:	
Estimated percent of uninsured patients to be served in the Maternal Health Clinic:	%

Instructions: Using the chart below, provide the names, specialties, and contact information (telephone, email) for all providers who approve or sign off on maternal health clinic protocols at your facility.

Provider Name	Provider Specialties	Telephone Number	Email Address

Attachment C

Provision of Maternal Health Services

Attachment C is to be completed **only** by the Local Health Department that **plans to assure routine prenatal clinic services**. This Attachment C is to be included as part of the signed Agreement Addendum.

1. **Assure Provision** – For the Local Health Department to demonstrate its compliance with the state requirement of either providing or assuring the provision of maternal health services.

   ☐ Checking this box indicates that the Local Health Department plans to assure provision of routine prenatal clinic services for maternal health patients. If checked, the Local Health Department shall:

   a. Submit a copy of all Memoranda of Understanding (MOUs) with local health care providers which have been executed within the last three years and which are still in effect.
      1. Each MOU must document how these services are provided and mention the time frame that the MOU is in effect.
      2. Each MOU must contain information stipulating that patients at or below 100% of the Federal Poverty Level will not be charged for prenatal services by the assurance provider.

   b. Include a sliding fee scale schedule or other fee schedule to show how other uninsured patients will be charged for services by the assurance provider. This can be included in the MOU or attached to it.

   c. Provide a letter from the health director with each MOU stating *either* that the MOU will be effective for the duration of this Agreement Addendum *or*, if the MOU is to end before May 31, 2026, that the Local Health Department will enter into another MOU with the local health care provider before the MOU ends.

2. **Provide –** The boxes checked below indicate which maternal health services the Local Health Department will be providing, not assuring, for maternal health patients. The budget and budget justification submitted by the Local Health Department will need to align with these services.

   (Services are described in Section III, Number 7, by these categories: A. General Services, E. Nutrition Services, F. Psychosocial Services, G. Postpartum Services)

   ☐ Provide nutrition consultation (A3; E1–E5)

   ☐ Provide Maternal Care Skilled Nurse Home Visits. (A5)

   ☐ Provide the provision of Care Management for High-Risk Pregnancies (CMHRP) services to Medicaid eligible patients, in accordance with CMHRP program requirements. (A6)

   ☐ Provide Health and Behavior Intervention (HBI) services. (A7)

   ☐ Provide postpartum services (G1 and G2)

   ☐ Provide nutrition screening and referral for services (E5)

   ☐ Provide psychosocial screening and referral for services (F1 and F2)

   ☐ None

   Maternal Health Assurance Plan for MOU samples and the "Guidance for Local Health Department Assurance of Maternal Health Services" are available online.[11]

[11] https://wicws.dph.ncdhhs.gov/provpart/docs/Final_AP-MOU-ModelSample.pdf

Attachment D

Prenatal Services

Prenatal Health Clinical Services Initial Visit
Assess and document the following minimum health history components at the initial prenatal appointment.

1. Medical History: including surgeries and family medical history[12]	7. Teratogen Exposure: including environmental tobacco, nicotine, and lead exposure[13,16]
2. Immunization history: including history of immunity[14]	8. Patient and Partner Genetic Risk[16]
3. Medications: including prescription and non-prescription	9. Social Determinants of Health: including psychological needs, social needs, education level[15]
4. Menstrual: including last menstrual period with Estimated Date of Delivery (EDD)[14]	10. Nutrition status[16]
5. Pregnancy History[14]	11. Substance usage[14]
6. Infection History[16]	12. Other pregnancy risk factors[17]

Prenatal Health Clinical Services Initial Visit
Assess and document the following **minimum** physical examination components.[18]

1. Height/Weight/BMI	8. Cervix
2. HEENT	9. Abdomen
3. Teeth	10. Extremities
4. Thyroid	11. Skin
5. Lungs	12. Lymph nodes
6. Breast	13. Pelvis (including uterine size or fundal height)
7. Heart	14. Blood pressure

Prenatal Health Clinical Services Subsequent Prenatal Visits[19]
Assess and document the following **minimum** components on all subsequent routine scheduled visits.

1. Interim history/routine screening questions: fetal Interim movement, contractions, rupture of membranes, vaginal bleeding	6. Fetal presentation greater than or equal to 36 weeks
2. Weight: documenting gain or loss in accordance with IOM guidelines with counseling of appropriate weight gain range	7. Psychosocial screening[20]
3. Blood pressure	8. Refer or provide Nonstress Test (NST) if ordered
4. Fetal heart rate as applicable per gestational age	9. Consult with a specialist if as indicated per order
5. Fundal height as applicable per gestational age	

[12] DHHS 4154 Maternal Health History, Part A
[13] DHHS 4116 Lead in Pregnancy
[14] DHHS 4156 Maternal Health History, Part B
[15] DHHS 4158 Maternal Health History, Part C-1
[16] DHHS 4161 Maternal Health History, Part D
[17] DHHS 4095 Maternal Health Risk Guide
[18] DHHS 3964 Physical Exam
[19] DHHS 3967 Maternal Flow
[20] DHHS Maternal Health History, Part C-2

Prenatal Laboratory Services[21]
Provide and document the following:

1. Syphilis screening must be performed at the following: the initial appointment, between 28 30 weeks, and when symptomatic.	11. Varicella immunity status assessment at initial appointment. If immunity status cannot be obtained titers can be drawn.
2. Hepatitis B screening on the initial appointment, unless known to be infected.	12. Cervical cytology screening for cancer according to American Society for Colposcopy. and Cervical Pathology (ASCCP), ACOG and USPSTF guidelines.
3. Hepatitis C screening on all pregnant women during each pregnancy unless already known to be infected. Screening during pregnancy is recommended unless prevalence is <0.1%. NC prevalence in <18 years of age is <0.1%.	13. A baseline urine dipstick for protein content to assess renal status at the initial appointment and at subsequent appointments as indicated.
4. HIV testing at the initial appointment and the third trimester (preferably before 36 weeks of gestation) unless there is documentation in the medical record that the patient declines.	14. Urine culture completed at initial appointment, and at subsequent appointments as indicated.
5. Gonorrhea testing at the initial appointment and repeated in the third trimester if 25 years of age or younger; or greater than 25 years of age based on client risk factors.	15. Group B strep (GBS) screening at 36-38 weeks if no GBS bacteriuria previously identified in current pregnancy.
6. Chlamydia testing at the initial appointment and repeated in the third trimester if 25 years of age or younger; or greater than 25 years of age based on client risk factors.	16. Hemoglobin/hematocrit screening at the initial appointment, in second trimester (as indicated), and in third trimester.
7. Counseling about fetal genetic and aneuploidy screening tests ideally prior to 20 weeks of gestation. Offer or refer for appropriate fetal genetic screening tests to patients who give informed consent for the test. Patients who decline the test should have this documented in the medical record.	17. Patients with risk factors for Type 2 diabetes may be screened at the initial visit according to American Diabetes Association and ACOG guidelines.
8. Blood group, Rh determination, and antibody screening at the initial appointment. Rh D negative patients who have a positive antibody screening should be evaluated with an antibody titer.	18. Patients who are not screened at the initial visit, and those who were screened and did not meet criteria for gestational diabetes at the initial screening, screen at 24-28 weeks for gestational diabetes in one of the following two options: (1) 50 grams Oral glucose challenge test, followed by a 3-hour, 100g Oral Glucose Tolerance Test (OGTT), if indicated; or (2) perform a 75-gram glucose 2 hours OGTT.
9. Repeat antibody screening should occur at 26-28 weeks gestation for Rh D negative patients with a negative initial antibody screening. Rh D negative patients with a negative antibody screen at 26-28 weeks gestation who may be carrying an Rh D positive fetus must be given Rho(D) immune globulin (e.g., Rhogam) to decrease the risk of alloimmunization.	19. Counseling about patient carrier screening for genetic disease options and testing for patients who give informed consent. Offer or refer for appropriate testing, including hemoglobin electrophoresis, cystic fibrosis and spinal muscular atrophy carrier screening for all patients who have not been previously screened. Screening for other genetic disorders as indicated (e.g., β-thalassemia, α thalassemia, Tay-Sachs disease, Canavan disease, and familial dysautonomia ([Ashkenazi Jews]) based on the

[21] DHHS 4010 Laboratory Data

	patient's racial, ethnic background and family background. Patients who decline carrier screening or who have previously undergone carrier screening should have this documented in the medical record.
10. Rubella immunity status assessment at initial appointment. If immunity status cannot be obtained titers can be drawn.	20. Lead exposure screening using the Lead and Pregnancy Risk Questionnaire (DHHS 4116E, 4116S). Provide lead testing for those who have positive screening results. For all patients with elevated lead levels (>5mcg/dl), appropriate follow-up should be completed.

Prenatal Medical Therapy[21]
Provide and document the following:

1. Influenza vaccine provided for all pregnant patients during influenza season (October through May).	3. Recommend use of low dose aspirin (81 mg) initiated after the 12th week of pregnancy in patients with a high risk of developing preeclampsia per U.S. Preventive Services Task Force Guidelines including those with a history of preeclampsia in prior pregnancy. Documentation of use should be found on the medication list.
2. Tetanus, diphtheria, and pertussis (Tdap) vaccine should be administered with each pregnancy, preferably between 27- and 36-week gestation.	4. Updated SARS-CoV-2 mRNA vaccination should be recommended to protect against severe COVID infection.

Prenatal Patient Education[22]
Provide and document the following:

1. Education specific to patient's risk conditions.	8. Benefits of breastfeeding and risks of not breastfeeding.
2. Basic prenatal education in an individual or group format by appropriately trained members of the maternal health team.	9. Nutrition Counseling; special diet; dietary precautions (mercury, listeriosis).
3. Scope of care (including what is expected at the first prenatal appointment and anticipated schedule of appointments); lab studies that may be performed; options for prenatal care; office policies; emergency coverage and cost; and expected course of pregnancy.	10. Planning for discharge and childcare; choosing the newborn's physician.
4. Provider coverage for labor and delivery services.	11. Financial responsibility to the patient for prenatal care and hospitalization (e.g., insurance plan participation, self-pay).
5. Adverse signs/symptoms of pregnancy to report to provider, including vaginal bleeding, rupture of membranes, nausea/vomiting, and decreased fetal movement.	12. Safe sleep education for all patients
6. Practices to promote health maintenance; balanced nutrition (ideal calorie intake and weight gain); exercise safety and daily activity; travel; alcohol and tobacco consumption or use of electronic nicotine delivery systems, caution about all drugs (illegal, prescription, non-prescription, vitamins and supplements); use of safety belts;	13. Education on family planning method options.

[22] DHHS 3966 Maternal Health Education

sauna and hot tub exposure; prevention of HIV infection and other STIs; environmental exposure such as secondhand smoke and lead.	
7. Educational programs available such as childbirth education, infant care, car seat safety, and breastfeeding.	14. Education on the postpartum period including postpartum warning signs and symptoms and when to alert provider or to seek care at the nearest emergency department.

FY26 - FAS federal award supplement

Activity Nbr + Name: **101** **Maternal Health**

FAS Number + Reason: **1** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: **93.994** Maternal and Child Health Services Block Grant to the States

Is award R&D?: no FAIN: **B0452943** IDC rate: 10.00% Fed awd total amt: $3,867,271.00

Fed award project description: Maternal and Child Health Services

Fed awd date + awarding agency: 12-12-23 HHS, Health Resources and Services Administration

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5	$ 9,776	$ 9,776	Jackson	X7YWWY6ZP574	$ -	$ -
Albemarle	WAAVS51PNMK3	$ -	$ -	Johnston	SYGAGEFDHYR7	$ 12,541	$ 12,541
Alexander	XVEEJSNY7UX9	$ 2,329	$ 2,329	Jones	HE3NNNUE27M7	$ 6,159	$ 6,159
Anson	PK8UYTSNJCC3	$ 6,386	$ 6,386	Lee	F6A8UC99JWJ5	$ 5,005	$ 5,005
Appalachian	CD7BFHB8W539	$ -	$ -	Lenoir	QKUFL37VPGH6	$ -	$ -
Beaufort	RN1SXFD4LXN6	$ 9,436	$ 9,436	Lincoln	UGGQGSSKBGJ5	$ 5,321	$ 5,321
Bladen	TLCTJWDJH1H9	$ -	$ -	Macon	LLPJBC6N2LL3	$ 7,105	$ 7,105
Brunswick	MJBMXLN9NJT5	$ 6,311	$ 6,311	Madison	YQ96F8BJYTJ9	$ 5,528	$ 5,528
Buncombe	W5TCDKMLHE69	$ -	$ -	MTW	ZKK5GNRNBBY6	$ -	$ -
Burke	KVJHUFURQDM5	$ 2,650	$ 2,650	Mecklenburg	EZ15XL6BMM68	$ -	$ -
Cabarrus	RXDXNEJKJFU7	$ 7,111	$ 7,111	Montgomery	E78ZAJM3BFL3	$ 8,883	$ 8,883
Caldwell	HL4FGNJNGE97	$ -	$ -	Moore	HFNSK95FS7Z8	$ -	$ -
Carteret	UC6WJ2MQMJS8	$ -	$ -	Nash	NF58K566HQM7	$ -	$ -
Caswell	JDJ7Y7CGYC86	$ -	$ -	New Hanover	F7TLT2GMEJE1	$ 16,948	$ 16,948
Catawba	GYUNA9W1NFM1	$ -	$ -	Northampton	CRA2KCAL8BA4	$ -	$ -
Chatham	KE57QE2GV5F1	$ 3,529	$ 3,529	Onslow	EGE7NBXW5JS6	$ 13,722	$ 13,722
Cherokee	DCEGK6HA11M5			Orange	GFFMCW9XDA53	$ -	$ -
Clay	HYKLQVNWLXK7	$ 684	$ 684	Pamlico	FT59QFEAU344	$ 701	$ 701
Cleveland	UWMUYMPVL483	$ 8,009	$ 8,009	Pender	T11BE678U9P5	$ -	$ -
Columbus	V1UAJ4L87WQ7		$ -	Person	FQ8LFJGMABJ4	$ 755	$ 755
Craven	LTZ2U8LZQ214	$ 12,397	$ 12,397	Pitt	VZNPMCLFT5R6	$ 17,500	$ 17,500
Cumberland	HALND8WJ3GW4	$ 29,983	$ 29,983	Polk	QZ6BZPGLX4Y9	$ -	$ -
Dare	ELV6JGB11QK6	$ 2,238	$ 2,238	Randolph	T3BUM1CVS9N5	$ -	$ -
Davidson	C9P5MDJC7KY7	$ 19,450	$ 19,450	Richmond	Q63FZNTJM3M4	$ 10,095	$ 10,095
Davie	L8WBGLHZV239	$ 6,623	$ 6,623	Robeson	LKBEJQFLAAK5	$ -	$ -
Duplin	KZN4GK5262K3		$ -	Rockingham	KGCCCHJJZZ43	$ -	$ -
Durham	LJ5BA6U2HLM7	$ 39,304	$ 39,304	Rowan	GCB7UCV96NW6	$ 6,351	$ 6,351
Edgecombe	MAN4LX44AD17	$ 5,000	$ 5,000	Sampson	WRT9CSK1KJY5	$ 9,820	$ 9,820
Foothills	NGTEF2MQ8LL4		$ -	Scotland	FNVTCUQGCHM5	$ 5,763	$ 5,763
Forsyth	V6BGVQ67YPY5		$ -	Stanly	U86MZUYPL7C5	$ -	$ -
Franklin	FFKTRQCNN143	$ 4,262	$ 4,262	Stokes	W41TRA3NUNS1	$ -	$ -
Gaston	QKY9R8A8D5J6	$ 20,000	$ 20,000	Surry	FMWCTM24C9J8	$ -	$ -
Graham	L8MAVKQJTYN7		$ -	Swain	TAE3M92L4QR4	$ 2,119	$ 2,119
Granv-Vance	MGQJKK22EJB3	$ 24,496	$ 24,496	Toe River	JUA6GAUQ9UM1	$ 18,826	$ 18,826
Greene	VCU5LD71N9U3	$ 1,904	$ 1,904	Transylvania	YLN4BFCJCP39	$ -	$ -
Guilford	YBEQWGFJPMJ3	$ 91,583	$ 91,583	Union	LHMKBD4AGRJ5	$ 15,218	$ 15,218
Halifax	MRL8MYNJJ3Y5		$ -	Wake	FTJ2WJPLWMJ3	$ 12,461	$ 12,461
Harnett	JBDCD9V41BX7		$ -	Warren	TLNAU5CNHSU5	$ -	$ -
Haywood	DQHZEVAV95G5		$ -	Wayne	DACFHCLQKMS1	$ 15,255	$ 15,255
Henderson	TG5AR81JLFQ5		$ -	Wilkes	M14KKHY2NNR3	$ -	$ -
Hoke	C1GWSADARX51		$ -	Wilson	ME2DJHMYWG55	$ 10,000	$ 10,000
Hyde	T2RSYN36NN64		$ -	Yadkin	PLCDT7JFA8B1	$ 4,209	$ 4,209
Iredell	XTNRLKJLA4S9		$ -	Yancey	L98MCUHKC2J8	$ -	$ -

DPH-Aid-To-Counties **For Fiscal Year: 25/26** **Budgetary Estimate Number : 0**

Activity 101 Service Period Payment Period		AA	133000 2B15740 2000000000 06/01-05/31 07/01-06/30	Total Allocated	133000 2B15740 20G0185001 06/01-05/31 07/01-06/30	Total Allocated	133000 2B15740 20G0185001 10/01-05/31 11/01-06/30	Total Allocated	133000 2B15740 20G0185001 02/01-05/31 03/01-06/30	Total Allocated	Proposed Total	New Total
01 Alamance	*	0	47,749	$0.00	5,702	$0.00	5,703	$0.00	5,703	$0.00	64,857	64,857
D1 Albemarle	*	0	133,506	$0.00	0	$0.00	0	$0.00	0	$0.00	133,506	133,506
02 Alexander	*	0	21,003	$0.00	1,358	$0.00	1,359	$0.00	1,359	$0.00	25,079	25,079
04 Anson	*	0	30,187	$0.00	3,726	$0.00	3,725	$0.00	3,725	$0.00	41,363	41,363
D2 Appalachian	*	0	88,214	$0.00	0	$0.00	0	$0.00	0	$0.00	88,214	88,214
07 Beaufort	*	0	22,304	$0.00	5,504	$0.00	5,505	$0.00	5,505	$0.00	38,818	38,818
09 Bladen	*	0	33,671	$0.00	0	$0.00	0	$0.00	0	$0.00	33,671	33,671
10 Brunswick	*	0	29,851	$0.00	3,682	$0.00	3,681	$0.00	3,681	$0.00	40,895	40,895
11 Buncombe	*	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
12 Burke	*	0	34,408	$0.00	1,546	$0.00	1,546	$0.00	1,546	$0.00	39,046	39,046
13 Cabarrus	*	0	97,603	$0.00	4,148	$0.00	4,148	$0.00	4,148	$0.00	110,047	110,047
14 Caldwell	*	0	28,995	$0.00	0	$0.00	0	$0.00	0	$0.00	28,995	28,995
16 Carteret	*	0	39,869	$0.00	0	$0.00	0	$0.00	0	$0.00	39,869	39,869
17 Caswell	*	0	14,995	$0.00	0	$0.00	0	$0.00	0	$0.00	14,995	14,995
18 Catawba	*	0	110,407	$0.00	0	$0.00	0	$0.00	0	$0.00	110,407	110,407
19 Chatham	*	0	17,238	$0.00	2,058	$0.00	2,059	$0.00	2,059	$0.00	23,414	23,414
20 Cherokee	*	0	5,858	$0.00	0	$0.00	0	$0.00	0	$0.00	5,858	5,858
22 Clay	*	0	1,066	$0.00	399	$0.00	399	$0.00	399	$0.00	2,263	2,263
23 Cleveland	*	0	5,387	$0.00	4,672	$0.00	4,672	$0.00	4,672	$0.00	19,403	19,403
24 Columbus	*	0	93,421	$0.00	0	$0.00	0	$0.00	0	$0.00	93,421	93,421
25 Craven	*	0	132,379	$0.00	7,232	$0.00	7,232	$0.00	7,232	$0.00	154,075	154,075
26 Cumberland	*	0	146,438	$0.00	17,490	$0.00	17,491	$0.00	17,491	$0.00	198,910	198,910
28 Dare	*	0	10,722	$0.00	1,306	$0.00	1,305	$0.00	1,305	$0.00	14,638	14,638
29 Davidson	*	0	82,603	$0.00	11,346	$0.00	11,347	$0.00	11,347	$0.00	116,643	116,643
30 Davie	*	0	32,329	$0.00	3,864	$0.00	3,863	$0.00	3,863	$0.00	43,919	43,919
31 Duplin	*	0	55,618	$0.00	0	$0.00	0	$0.00	0	$0.00	55,618	55,618
32 Durham	*	0	86,810	$0.00	22,928	$0.00	22,929	$0.00	22,929	$0.00	155,596	155,596
33 Edgecombe	*	0	59,199	$0.00	2,916	$0.00	2,917	$0.00	2,917	$0.00	67,949	67,949
D7 Foothills	*	0	36,060	$0.00	0	$0.00	0	$0.00	0	$0.00	36,060	36,060
34 Forsyth	*	0	211,467	$0.00	0	$0.00	0	$0.00	0	$0.00	211,467	211,467
35 Franklin	*	0	16,095	$0.00	2,486	$0.00	2,486	$0.00	2,486	$0.00	23,553	23,553
36 Gaston	*	0	200,863	$0.00	11,668	$0.00	11,667	$0.00	11,667	$0.00	235,865	235,865
38 Graham	*	0	7,656	$0.00	0	$0.00	0	$0.00	0	$0.00	7,656	7,656
D3 Gran-Vance	*	0	69,525	$0.00	14,290	$0.00	14,290	$0.00	14,290	$0.00	112,395	112,395
40 Greene	*	0	11,053	$0.00	1,110	$0.00	1,111	$0.00	1,111	$0.00	14,385	14,385
41 Guilford	*	0	82,717	$0.00	53,427	$0.00	53,426	$0.00	53,426	$0.00	242,996	242,996
42 Halifax	*	0	33,233	$0.00	0	$0.00	0	$0.00	0	$0.00	33,233	33,233
43 Harnett	*	0	10,403	$0.00	0	$0.00	0	$0.00	0	$0.00	10,403	10,403
44 Haywood	*	0	4,880	$0.00	0	$0.00	0	$0.00	0	$0.00	4,880	4,880
45 Henderson	*	0	63,763	$0.00	0	$0.00	0	$0.00	0	$0.00	63,763	63,763

47 Hoke	*	**0**	47,274	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	47,274	47,274
48 Hyde	*	**0**	13,116	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	13,116	13,116
49 Iredell	*	**0**	39,399	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	39,399	39,399
50 Jackson	*	**0**	57,982	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	57,982	57,982
51 Johnston	*	**0**	61,246	**$0.00**	7,316	**$0.00**	7,316	**$0.00**	7,316	**$0.00**	83,194	83,194
52 Jones	*	**0**	2,723	**$0.00**	3,592	**$0.00**	3,593	**$0.00**	3,593	**$0.00**	13,501	13,501
53 Lee	*	**0**	20,393	**$0.00**	2,920	**$0.00**	2,920	**$0.00**	2,920	**$0.00**	29,153	29,153
54 Lenoir	*	**0**	15,271	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	15,271	15,271
55 Lincoln	*	**0**	25,952	**$0.00**	3,104	**$0.00**	3,104	**$0.00**	3,104	**$0.00**	35,264	35,264
56 Macon	*	**0**	26,449	**$0.00**	4,144	**$0.00**	4,145	**$0.00**	4,145	**$0.00**	38,883	38,883
57 Madison	*	**0**	17,339	**$0.00**	3,224	**$0.00**	3,225	**$0.00**	3,225	**$0.00**	27,013	27,013
D4 M-T-W	*	**0**	39,137	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	39,137	39,137
60 Mecklenburg	*	**0**	0	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	0	0
62 Montgomery	*	**0**	36,425	**$0.00**	5,182	**$0.00**	5,182	**$0.00**	5,182	**$0.00**	51,971	51,971
63 Moore	*	**0**	13,501	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	13,501	13,501
64 Nash	*	**0**	2,610	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	2,610	2,610
65 New Hanover	*	**0**	82,777	**$0.00**	9,886	**$0.00**	9,887	**$0.00**	9,887	**$0.00**	112,437	112,437
66 Northampton	*	**0**	17,152	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	17,152	17,152
67 Onslow	*	**0**	7,552	**$0.00**	8,004	**$0.00**	8,005	**$0.00**	8,005	**$0.00**	31,566	31,566
68 Orange	*	**0**	24,955	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	24,955	24,955
69 Pamlico	*	**0**	5,322	**$0.00**	408	**$0.00**	409	**$0.00**	409	**$0.00**	6,548	6,548
71 Pender	*	**0**	21,878	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	21,878	21,878
73 Person	*	**0**	10,433	**$0.00**	440	**$0.00**	441	**$0.00**	441	**$0.00**	11,755	11,755
74 Pitt	*	**0**	91,922	**$0.00**	10,208	**$0.00**	10,209	**$0.00**	10,209	**$0.00**	122,548	122,548
75 Polk	*	**0**	5,308	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	5,308	5,308
76 Randolph	*	**0**	0	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	0	0
77 Richmond	*	**0**	39,228	**$0.00**	5,890	**$0.00**	5,889	**$0.00**	5,889	**$0.00**	56,896	56,896
78 Robeson	*	**0**	111,434	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	111,434	111,434
79 Rockingham	*	**0**	10,525	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	10,525	10,525
80 Rowan	*	**0**	22,717	**$0.00**	3,704	**$0.00**	3,705	**$0.00**	3,705	**$0.00**	33,831	33,831
82 Sampson	*	**0**	59,611	**$0.00**	5,728	**$0.00**	5,729	**$0.00**	5,729	**$0.00**	76,797	76,797
83 Scotland	*	**0**	23,875	**$0.00**	3,362	**$0.00**	3,362	**$0.00**	3,362	**$0.00**	33,961	33,961
84 Stanly	*	**0**	43,251	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	43,251	43,251
85 Stokes	*	**0**	0	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	0	0
86 Surry	*	**0**	45,124	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	45,124	45,124
87 Swain	*	**0**	1,864	**$0.00**	1,237	**$0.00**	1,236	**$0.00**	1,236	**$0.00**	5,573	5,573
D6 Toe River	*	**0**	1,108	**$0.00**	10,983	**$0.00**	10,982	**$0.00**	10,982	**$0.00**	34,055	34,055
88 Transylvania	*	**0**	0	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	0	0
90 Union	*	**0**	73,277	**$0.00**	8,878	**$0.00**	8,877	**$0.00**	8,877	**$0.00**	99,909	99,909
92 Wake	*	**0**	89,765	**$0.00**	7,270	**$0.00**	7,269	**$0.00**	7,269	**$0.00**	111,573	111,573
93 Warren	*	**0**	14,300	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	14,300	14,300
96 Wayne	*	**0**	98,904	**$0.00**	8,900	**$0.00**	8,899	**$0.00**	8,899	**$0.00**	125,602	125,602
97 Wilkes	*	**0**	10,678	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	10,678	10,678
98 Wilson	*	**0**	68,042	**$0.00**	5,834	**$0.00**	5,833	**$0.00**	5,833	**$0.00**	85,542	85,542
99 Yadkin	*	**0**	20,570	**$0.00**	2,456	**$0.00**	2,455	**$0.00**	2,455	**$0.00**	27,936	27,936
00 Yancey	*	**0**	18,900	**$0.00**	0	**$0.00**	0	**$0.00**	0	**$0.00**	18,900	18,900
Totals			3,648,834	0	305,528	0	305,533	0	305,533	0	4,565,428	4,565,428

Sign and Date - DPH Program Administrator Signed by: Tara Shuler 1BA1D37E5E08484... 12/05/24 | 8:52 AM EST	Sign and Date - DPH Section Chief DocuSigned by: Belinda Pettiford 4B0C63BC5DF54B9... 12/05/24 | 6:54 AM PST
Sign and Date - DPH Budget Office – ATC Coordinator 12/5/2024	Sign and Date - DPH Budget Officer 12/6/2024

PW

ITEM #: II.H

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: Additional Funds Awarded by the State for Activity 151 – Family Planning

DEPARTMENT: Health

CONTACT PERSON: Heath Cain, Health Department Director

TYPE: Consent Agenda

REQUEST	Request to accept additional funds for the Family Planning program in the amount of $3,473 for Activity 151 â€“ Family Planning.
BUDGET IMPACT	$3,473 - no County match
ATTACHMENTS	151-2 FY26 Lee.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	The Health Department respectfully requests the Commissioners to review the request and approve it as submitted.

SUMMARY

Due to the availability of additional non-recurring MCHBG funds by the North Carolina State Legislature, this Agreement Addendum Revision #2 adds additional funding for services provided by May 31, 2026. The Local Health Department shall utilize these funds to meet the scope of work and deliverables in the original Agreement Addendum. These additional funds will be used to purchase Long Acting Reversable Contraceptives (LARCS). Examples of LARCS include Nexplanon, ParaGuard, and Mirena. These are all expensive for the County to purchase and the patient gets to choose which LARC they would like to utilize. As per AA, we cannot recommend a specific product. This would need CHSA Board approval on March 18th also if the Commissioners approve this request.

Division of Public Health
Agreement Addendum
FY 25-26

Lee County Health Department **Local Health Department Legal Name**	Women, Infant, and Community Wellness Section / Reproductive Health Branch **DPH Section / Branch Name**
151 Family Planning **Activity Number and Description**	Kristen Carroll, 919-707-5685 kristen.carroll@dhhs.nc.gov **DPH Program Contact** (name, phone number, and email)
06/01/2025 – 05/31/2026 **Service Period**	**DPH Program Signature** **Date** (only required for a negotiable Agreement Addendum)
07/01/2025 – 06/30/2026 **Payment Period**	

☐ Original Agreement Addendum
☒ Agreement Addendum Revision # **2**

I. Background:

As of March 1, 2026, this Agreement Addendum Revision #2 ***adds the following paragraph***:

The North Carolina State Legislature has released non-recurring Maternal and Child Health Block Grant (MCHBG) funding which is available for the Local Health Department to implement family planning services.

II. Purpose:

Due to the availability of additional non-recurring MCHBG funds by the North Carolina State Legislature, this Agreement Addendum Revision #2 adds additional funding for services provided by May 31, 2026. The Local Health Department shall utilize these funds to meet the scope of work and deliverables in the original Agreement Addendum.

III. Scope of Work and Deliverables:

As of March 1, 2026, this Agreement Addendum Revision #2 ***adds the following to Paragraph 1***:

The Local Health Department shall provide an updated budget to reflect their planned spending based on the updated Budgetary Estimate #2 included with this Agreement Addendum #2. The updated budget must be submitted through Smartsheet[1] by March 31, 2026.

IV. Performance Measures / Reporting Requirements:

No change**.**

[1] https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051

Health Director Signature (use blue ink or verifiable digital signature) _____ Date _____

LHD to complete:
[For DPH to contact in case follow-up information is needed.]
LHD program contact name: _____
Phone and email address: _____

V. <u>Performance Monitoring and Quality Assurance</u>:
No change.

VI. <u>Funding Guidelines or Restrictions</u>:
As of March 1, 2026, this Agreement Addendum Revision #2 ***adds Paragraph 4,*** *as follows:*

4. The attached Budgetary Estimate #2 reflects the additional MCHBG funding for FY 25-26 indicated with a service period ending on May 31, 2026.

FY26 - FAS federal award supplement

Activity Nbr + Name: **151** **Family Planning**

FAS Number + Reason: **7** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: **93.994** Maternal and Child Health Services Block Grant to the States

Is award R&D?: no FAIN: **B0452943** IDC rate: 10.00% Fed awd total amt: $6,284,421.00

Fed award project description: Maternal and Child Health Services

Fed awd date + awarding agency: 12-12-23 HHS, Health Resources and Services Administration

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5	$ 3,334	$ 120,181	Jackson	X7YWWY6ZP574	$ 2,904	$ 69,896
Albemarle	WAAVS51PNMK3	$ 10,397	$ 323,639	Johnston	SYGAGEFDHYR7	$ 2,508	$ 95,170
Alexander	XVEEJSNY7UX9	$ 1,466	$ 47,071	Jones	HE3NNNUE27M7	$ 953	$ 32,856
Anson	PK8UYTSNJCC3	$ 1,774	$ 49,213	Lee	F6A8UC99JWJ5	$ 1,985	$ 61,028
Appalachian	CD7BFHB8W539	$ 3,433	$ 128,742	Lenoir	QKUFL37VPGH6	$ 2,946	$ 80,579
Beaufort	RN1SXFD4LXN6	$ 2,209	$ 60,555	Lincoln	UGGQGSSKBGJ5	$ 1,297	$ 59,091
Bladen	TLCTJWDJH1H9	$ 1,534	$ 51,621	Macon	LLPJBC6N2LL3	$ 1,021	$ 37,854
Brunswick	MJBMXLN9NJT5	$ 2,375	$ 74,289	Madison	YQ96F8BJYTJ9	$ 1,302	$ 39,212
Buncombe	W5TCDKMLHE69	$ 4,991	$ 161,496	MTW	ZKK5GNRNBBY6	$ 4,700	$ 130,164
Burke	KVJHUFURQDM5	$ 2,604	$ 80,054	Mecklenburg	EZ15XL6BMM68	$ 17,226	$ 517,882
Cabarrus	RXDXNEJKJFU7	$ 2,684	$ 100,856	Montgomery	E78ZAJM3BFL3	$ 974	$ 39,090
Caldwell	HL4FGNJNGE97	$ 2,967	$ 79,732	Moore	HFNSK95FS7Z8	$ 3,004	$ 79,644
Carteret	UC6WJ2MQMJS8	$ 2,857	$ 129,524	Nash	NF58K566HQM7	$ 3,088	$ 99,282
Caswell	JDJ7Y7CGYC86	$ 1,200	$ 41,578	New Hanover	F7TLT2GMEJE1	$ 3,557	$ 131,936
Catawba	GYUNA9W1NFM1	$ 2,226	$ 97,918	Northampton	CRA2KCAL8BA4	$ 2,188	$ 47,310
Chatham	KE57QE2GV5F1	$ 1,640	$ 54,197	Onslow	EGE7NBXW5JS6	$ 5,539	$ 165,805
Cherokee	DCEGK6HA11M5	$ 1,160	$ 39,001	Orange	GFFMCW9XDA53	$ 3,673	$ 110,898
Clay	HYKLQVNWLXK7	$ 966	$ 28,928	Pamlico	FT59QFEAU344	$ 1,466	$ 37,654
Cleveland	UWMUYMPVL483	$ 3,237	$ 96,802	Pender	T11BE678U9P5	$ 1,694	$ 59,520
Columbus	V1UAJ4L87WQ7	$ 1,338	$ 55,367	Person	FQ8LFJGMABJ4	$ 1,700	$ 55,867
Craven	LTZ2U8LZQ214	$ 3,892	$ 113,933	Pitt	VZNPMCLFT5R6	$ 4,568	$ 144,880
Cumberland	HALND8WJ3GW4	$ 7,650	$ 258,768	Polk	QZ6BZPGLX4Y9	$ -	$ -
Dare	ELV6JGB11QK6	$ 924	$ 35,404	Randolph	T3BUM1CVS9N5	$ 3,734	$ 111,173
Davidson	C9P5MDJC7KY7	$ 2,517	$ 96,193	Richmond	Q63FZNTJM3M4	$ 1,930	$ 58,037
Davie	L8WBGLHZV239	$ 1,432	$ 45,466	Robeson	LKBEJQFLAAK5	$ 4,474	$ 145,496
Duplin	KZN4GK5262K3	$ 2,051	$ 76,084	Rockingham	KGCCCHJJZZ43	$ 3,441	$ 82,607
Durham	LJ5BA6U2HLM7	$ 4,654	$ 188,917	Rowan	GCB7UCV96NW6	$ 3,683	$ 120,199
Edgecombe	MAN4LX44AD17	$ 3,970	$ 100,527	Sampson	WRT9CSK1KJY5	$ 2,237	$ 67,746
Foothills	NGTEF2MQ8LL4	$ 4,595	$ 152,299	Scotland	FNVTCUQGCHM5	$ 2,225	$ 60,481
Forsyth	V6BGVQ67YPY5	$ 5,755	$ 228,713	Stanly	U86MZUYPL7C5	$ 1,378	$ 52,850
Franklin	FFKTRQCNN143	$ 1,422	$ 52,944	Stokes	W41TRA3NUNS1	$ 2,153	$ 58,104
Gaston	QKY9R8A8D5J6	$ 3,652	$ 155,737	Surry	FMWCTM24C9J8	$ 1,103	$ 50,931
Graham	L8MAVKQJTYN7	$ 718	$ 27,685	Swain	TAE3M92L4QR4	$ 1,273	$ 37,560
Granv-Vance	MGQJKK22EJB3	$ 3,259	$ 111,714	Toe River	JUA6GAUQ9UM1	$ 2,704	$ 100,014
Greene	VCU5LD71N9U3	$ 1,676	$ 47,813	Transylvania	YLN4BFCJCP39	$ 1,508	$ 42,927
Guilford	YBEQWGFJPMJ3	$ 12,385	$ 393,528	Union	LHMKBD4AGRJ5	$ 2,636	$ 99,461
Halifax	MRL8MYNJJ3Y5	$ 3,664	$ 101,548	Wake	FTJ2WJPLWMJ3	$ 9,907	$ 348,236
Harnett	JBDCD9V41BX7	$ 2,163	$ 87,021	Warren	TLNAU5CNHSU5	$ 1,703	$ 44,058
Haywood	DQHZEVAV95G5	$ 2,317	$ 59,575	Wayne	DACFHCLQKMS1	$ 3,171	$ 114,847
Henderson	TG5AR81JLFQ5	$ 1,613	$ 63,965	Wilkes	M14KKHY2NNR3	$ 2,187	$ 59,891
Hoke	C1GWSADARX51	$ 1,473	$ 58,990	Wilson	ME2DJHMYWG55	$ 2,822	$ 90,946
Hyde	T2RSYN36NN64	$ 1,169	$ 31,034	Yadkin	PLCDT7JFA8B1	$ 1,051	$ 39,223
Iredell	XTNRLKJLA4S9	$ 2,815	$ 103,506	Yancey	L98MCUHKC2J8	$ 314	$ 6,620

Docusign Envelope ID: F165511E-527F-4ACB-BC46-47D0DCFD7DD3

Activity 151		AA	133000 2B25151 20G0119003	Total Allocated	133000 2B25735 2000000000	Total Allocated	133000 2B25735 20G0185001	Total Allocated	133000 2B25735 20G0185001	Total Allocated	133000 2B25735 20G0185001	Total Allocated	133000 2B25735 20G0185001	Total Allocated	133000 2B25900 20G0079002	Total Allocated	133000 2B25900 20G0079002	Total Allocated	133000 2B26021 20G0079004	Total Allocated	Proposed Total	New Total
Service Period			06/01-05/31		06/01-05/31		06/01-05/31		10/01-05/31		02/01-05/31		03/01-05/31		06/01-03/31		04/01-05/31		06/01-05/31			
Payment Period			07/01-06/30		07/01-06/30		07/01-06/30		11/01-06/30		03/01-06/30		04/01-06/30		07/01-04/30		05/01-06/30		07/01-06/30			
01 Alamance	*	2	0	$17,146.00	0	$36,025.00	0	$4,163.00	0	$4,163.00	0	$4,290.00	5,835	$0.00	0	$77,077.00	0	$15,415.00	0	$17,532.00	5,835	181,646
D1 Albemarle	*	2	0	$27,474.00	0	$158,896.00	0	$22,633.00	0	$22,633.00	0	$23,318.00	18,195	$0.00	0	$205,483.00	0	$41,096.00	0	$46,733.00	18,195	566,461
02 Alexander	*	2	0	$3,469.00	0	$18,397.00	0	$5,052.00	0	$5,052.00	0	$5,206.00	2,565	$0.00	0	$27,469.00	0	$5,919.00	0	$6,731.00	2,565	79,860
04 Anson	*	2	0	$6,155.00	0	$33,217.00	0	$4,833.00	0	$4,833.00	0	$4,979.00	3,105	$0.00	0	$27,081.00	0	$5,835.00	0	$6,636.00	3,105	96,674
D2 Appalachian	*	2	0	$5,251.00	0	$23,528.00	0	$8,433.00	0	$8,433.00	0	$8,690.00	6,008	$0.00	0	$86,760.00	0	$18,695.00	0	$21,260.00	6,008	187,058
07 Beaufort	*	2	0	$8,195.00	0	$41,440.00	0	$6,961.00	0	$6,961.00	0	$7,173.00	3,867	$0.00	0	$31,343.00	0	$6,754.00	0	$7,681.00	3,867	120,375
09 Bladen	*	2	0	$7,094.00	0	$19,538.00	0	$3,226.00	0	$3,226.00	0	$3,323.00	2,685	$0.00	0	$31,173.00	0	$6,235.00	0	$7,090.00	2,685	83,590
10 Brunswick	*	2	0	$10,687.00	0	$34,456.00	0	$6,867.00	0	$6,867.00	0	$7,076.00	4,156	$0.00	0	$40,590.00	0	$8,746.00	0	$9,947.00	4,156	129,392
11 Buncombe	*	2	0	$27,155.00	0	$71,602.00	0	$16,953.00	0	$16,953.00	0	$17,468.00	8,735	$0.00	0	$82,268.00	0	$17,727.00	0	$13,086.00	8,735	271,947
12 Burke	*	2	0	$12,594.00	0	$40,485.00	0	$7,294.00	0	$7,294.00	0	$7,516.00	4,557	$0.00	0	$43,522.00	0	$8,704.00	0	$9,899.00	4,557	141,865
13 Cabarrus	*	2	0	$16,476.00	0	$24,095.00	0	$3,918.00	0	$3,918.00	0	$4,036.00	4,698	$0.00	0	$62,428.00	0	$12,484.00	0	$14,200.00	4,698	146,253
14 Caldwell	*	2	0	$10,724.00	0	$60,572.00	0	$6,808.00	0	$6,808.00	0	$7,013.00	5,192	$0.00	0	$45,212.00	0	$9,042.00	0	$10,283.00	5,192	161,654
16 Carteret	*	2	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	5,001	$0.00	0	$105,556.00	0	$21,111.00	0	$24,010.00	5,001	155,678
17 Caswell	*	2	0	$3,035.00	0	$10,923.00	0	$4,702.00	0	$4,702.00	0	$4,843.00	2,101	$0.00	0	$24,025.00	0	$5,177.00	0	$5,887.00	2,101	65,395
18 Catawba	*	2	0	$19,732.00	0	$4,622.00	0	$1,871.00	0	$1,871.00	0	$1,926.00	3,896	$0.00	0	$59,829.00	0	$12,892.00	0	$14,662.00	3,896	121,301
19 Chatham	*	2	0	$5,990.00	0	$20,641.00	0	$4,125.00	0	$4,125.00	0	$4,251.00	2,871	$0.00	0	$32,435.00	0	$6,989.00	0	$7,948.00	2,871	89,375
20 Cherokee	*	2	0	$1,896.00	0	$13,276.00	0	$3,348.00	0	$3,348.00	0	$3,450.00	2,030	$0.00	0	$25,123.00	0	$5,025.00	0	$5,714.00	2,030	63,210
22 Clay	*	2	0	$534.00	0	$15,317.00	0	$2,255.00	0	$2,255.00	0	$2,323.00	1,691	$0.00	0	$19,355.00	0	$4,169.00	0	$4,742.00	1,691	52,641
23 Cleveland	*	2	0	$16,569.00	0	$54,132.00	0	$7,874.00	0	$7,874.00	0	$8,113.00	5,665	$0.00	0	$52,129.00	0	$11,233.00	0	$12,775.00	5,665	176,364
24 Columbus	*	2	0	$12,039.00	0	$6,848.00	0	$1,267.00	0	$1,267.00	0	$1,305.00	2,341	$0.00	0	$32,741.00	0	$7,055.00	0	$8,023.00	2,341	72,886
25 Craven	*	2	0	$16,489.00	0	$63,385.00	0	$13,634.00	0	$13,634.00	0	$14,047.00	6,811	$0.00	0	$57,545.00	0	$12,400.00	0	$14,102.00	6,811	212,047
26 Cumberland	*	2	0	$63,562.00	0	$93,722.00	0	$21,866.00	0	$21,866.00	0	$22,528.00	13,388	$0.00	0	$123,157.00	0	$26,538.00	0	$30,183.00	13,388	416,810
28 Dare	*	2	0	$2,750.00	0	$6,482.00	0	$1,434.00	0	$1,434.00	0	$1,478.00	1,617	$0.00	0	$24,062.00	0	$5,185.00	0	$5,896.00	1,617	50,338
29 Davidson	*	2	0	$20,735.00	0	$19,441.00	0	$5,170.00	0	$5,170.00	0	$5,328.00	4,405	$0.00	0	$52,644.00	0	$11,344.00	0	$12,901.00	4,405	137,138
30 Davie	*	2	0	$2,894.00	0	$19,488.00	0	$4,339.00	0	$4,339.00	0	$4,469.00	2,507	$0.00	0	$28,023.00	0	$5,605.00	0	$6,373.00	2,507	78,037
31 Duplin	*	2	0	$11,897.00	0	$16,579.00	0	$5,948.00	0	$5,948.00	0	$6,127.00	3,590	$0.00	0	$43,198.00	0	$8,640.00	0	$9,825.00	3,590	111,752
32 Durham	*	2	0	$44,404.00	0	$30,849.00	0	$11,051.00	0	$11,051.00	0	$11,386.00	8,144	$0.00	0	$99,322.00	0	$21,402.00	0	$15,941.00	8,144	253,550
33 Edgecombe	*	2	0	$21,187.00	0	$85,427.00	0	$13,484.00	0	$13,484.00	0	$13,894.00	6,948	$0.00	0	$43,351.00	0	$8,670.00	0	$9,860.00	6,948	216,305
D7 Foothills	*	2	0	$17,229.00	0	$53,452.00	0	$15,620.00	0	$15,620.00	0	$16,094.00	8,041	$0.00	0	$85,092.00	0	$18,336.00	0	$20,851.00	8,041	250,335
34 Forsyth	*	2	0	$49,737.00	0	$51,258.00	0	$10,319.00	0	$10,319.00	0	$10,632.00	10,072	$0.00	0	$129,461.00	0	$25,892.00	0	$15,862.00	10,072	313,552
35 Franklin	*	2	0	$7,987.00	0	$12,707.00	0	$2,080.00	0	$2,080.00	0	$2,143.00	2,488	$0.00	0	$32,855.00	0	$7,078.00	0	$8,051.00	2,488	77,469
36 Gaston	*	2	0	$34,500.00	0	$13,521.00	0	$3,430.00	0	$3,430.00	0	$3,535.00	6,391	$0.00	0	$91,852.00	0	$19,793.00	0	$22,511.00	6,391	198,963
38 Graham	*	2	0	$782.00	0	$4,171.00	0	$1,512.00	0	$1,512.00	0	$1,558.00	1,256	$0.00	0	$19,389.00	0	$4,178.00	0	$4,751.00	1,256	39,109
D3 Gran-Vance	*	2	0	$18,753.00	0	$39,998.00	0	$6,594.00	0	$6,594.00	0	$6,794.00	5,703	$0.00	0	$65,237.00	0	$13,047.00	0	$14,838.00	5,703	177,558
40 Greene	*	2	0	$3,756.00	0	$28,617.00	0	$5,780.00	0	$5,780.00	0	$5,954.00	2,934	$0.00	0	$26,978.00	0	$5,396.00	0	$6,136.00	2,934	91,331
41 Guilford	*	2	0	$69,646.00	0	$212,341.00	0	$23,546.00	0	$23,546.00	0	$24,259.00	21,675	$0.00	0	$216,585.00	0	$54,142.00	0	$29,061.00	21,675	674,801
42 Halifax	*	2	0	$14,871.00	0	$67,764.00	0	$13,349.00	0	$13,349.00	0	$13,753.00	6,413	$0.00	0	$49,280.00	0	$10,619.00	0	$10,241.00	6,413	199,639
43 Harnett	*	2	0	$16,203.00	0	$12,014.00	0	$4,316.00	0	$4,316.00	0	$4,448.00	3,786	$0.00	0	$50,984.00	0	$10,197.00	0	$11,597.00	3,786	117,861
44 Haywood	*	2	0	$4,924.00	0	$48,004.00	0	$6,709.00	0	$6,709.00	0	$6,913.00	4,055	$0.00	0	$33,499.00	0	$7,218.00	0	$8,209.00	4,055	126,240
45 Henderson	*	2	0	$8,165.00	0	$8,352.00	0	$3,600.00	0	$3,600.00	0	$3,710.00	2,822	$0.00	0	$39,452.00	0	$8,501.00	0	$9,668.00	2,822	87,870
47 Hoke	*	2	0	$8,986.00	0	$7,709.00	0	$3,326.00	0	$3,326.00	0	$3,426.00	2,577	$0.00	0	$35,643.00	0	$7,129.00	0	$8,107.00	2,577	80,229
48 Hyde	*	2	0	$966.00	0	$22,786.00	0	$3,356.00	0	$3,356.00	0	$3,459.00	2,046	$0.00	0	$18,994.00	0	$4,093.00	0	$4,654.00	2,046	63,710
49 Iredell	*	2	0	$18,579.00	0	$23,867.00	0	$8,555.00	0	$8,555.00	0	$8,813.00	4,926	$0.00	0	$56,083.00	0	$11,217.00	0	$12,757.00	4,926	153,352
50 Jackson	*	2	0	$3,859.00	0	$61,156.00	0	$12,920.00	0	$12,920.00	0	$13,311.00	5,082	$0.00	0	$33,537.00	0	$7,225.00	0	$8,218.00	5,082	158,228
51 Johnston	*	2	0	$18,254.00	0	$20,666.00	0	$4,131.00	0	$4,131.00	0	$4,255.00	4,389	$0.00	0	$55,333.00	0	$11,923.00	0	$13,560.00	4,389	136,642
52 Jones	*	2	0	$1,459.00	0	$8,659.00	0	$3,732.00	0	$3,732.00	0	$3,846.00	1,667	$0.00	0	$19,730.00	0	$4,251.00	0	$4,834.00	1,667	51,910
53 Lee	*	2	0	$9,782.00	0	$31,450.00	0	$4,979.00	0	$4,979.00	0	$5,130.00	3,473	$0.00	0	$33,867.00	0	$6,773.00	0	$7,703.00	3,473	108,136
54 Lenoir	*	2	0	$14,800.00	0	$54,652.00	0	$10,943.00	0	$10,943.00	0	$11,273.00	5,155	$0.00	0	$36,106.00	0	$7,780.00	0	$8,847.00	5,155	160,499
55 Lincoln	*	2	0	$8,411.00	0	$2,031.00	0	$465.00	0	$465.00	0	$479.00	2,270	$0.00	0	$39,966.00	0	$8,612.00	0	$7,958.00	2,270	70,657
56 Macon	*	2	0	$2,482.00	0	$7,506.00	0	$2,704.00	0	$2,704.00	0	$2,787.00	1,787	$0.00	0	$24,408.00	0	$5,260.00	0	$5,981.00	1,787	55,619
57 Madison	*	2	0	$1,643.00	0	$19,008.00	0	$4,663.00	0	$4,663.00	0	$4,805.00	2,279	$0.00	0	$23,194.00	0	$4,999.00	0	$5,683.00	2,279	70,937
D4 M-T-W	*	2	0	$11,364.00	0	$83,584.00	0	$16,655.00	0	$16,655.00	0	$17,160.00	8,226	$0.00	0	$70,147.00	0	$15,114.00	0	$17,188.00	8,226	256,093
60 Mecklenburg	*	2	0	$113,405.00	0	$276,746.00	0	$55,696.00	0	$55,696.00	0	$57,383.00	30,146	$0.00	0	$239,257.00	0	$51,556.00	0	$58,639.00	30,146	938,524
62 Montgomery	*	2	0	$5,452.00	0	$5,760.00	0	$958.00	0	$958.00	0	$987.00	1,705	$0.00	0	$25,508.00	0	$5,497.00	0	$6,251.00	1,705	53,076
63 Moore	*	2	0	$10,933.00	0	$57,381.00	0	$11,748.00	0	$11,748.00	0	$12,103.00	5,258	$0.00	0	$37,323.00	0	$8,043.00	0	$9,146.00	5,258	683
64 Nash	*	2	0	$17,987.00	0	$41,210.00	0	$10,157.00	0	$10,157.00	0	$10,466.00	5,403	$0.00	0	$49,872.00	0	$10,747.00	0	$12,222.00	5,403	221
65 New Hanover	*	2	0	$23,751.00	0	$37,752.00	0	$7,535.00	0	$7,535.00	0	$7,764.00	6,225	$0.00	0	$75,345.00	0	$16,236.00	0	$11,661.00	6,225	193,804

66 Northampton	*	2	0	$5,071.00	0	$56,649.00	0	$5,829.00	0	$5,829.00	0	$6,004.00	3,829	$0.00	0	$24,648.00	0	$5,311.00	0	$6,040.00	3,829	119,210
67 (	Docusign Envelope ID: F165511E-527F-4ACB-BC46-47D0DCFD7DD3							00	0	$22,012.00	0	$22,679.00	9,693	$0.00	0	$84,514.00	0	$16,903.00	0	$19,224.00	9,693	301,771
68 Orange	*	2	0	$10,194.00	0	$57,534.00	0	$9,858.00	0	$9,858.00	0	$10,158.00	6,428	$0.00	0	$65,785.00	0	$14,176.00	0	$16,122.00	6,428	200,113
69 Pamlico	*	2	0	$1,703.00	0	$30,020.00	0	$4,710.00	0	$4,710.00	0	$4,852.00	2,566	$0.00	0	$21,943.00	0	$4,387.00	0	$4,990.00	2,566	79,881
71 Pender	*	2	0	$5,990.00	0	$13,743.00	0	$7,719.00	0	$7,719.00	0	$7,952.00	2,965	$0.00	0	$31,651.00	0	$6,820.00	0	$7,756.00	2,965	92,315
73 Person	*	2	0	$5,928.00	0	$18,449.00	0	$7,684.00	0	$7,684.00	0	$7,917.00	2,975	$0.00	0	$28,741.00	0	$6,193.00	0	$7,043.00	2,975	92,614
74 Pitt	*	2	0	$24,421.00	0	$69,833.00	0	$7,769.00	0	$7,769.00	0	$8,003.00	7,994	$0.00	0	$84,279.00	0	$18,161.00	0	$20,655.00	7,994	248,884
75 Polk			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
76 Randolph	*	2	0	$16,389.00	0	$57,881.00	0	$13,908.00	0	$13,908.00	0	$14,331.00	6,534	$0.00	0	$55,095.00	0	$11,872.00	0	$13,502.00	6,534	203,420
77 Richmond	*	2	0	$11,858.00	0	$32,027.00	0	$4,976.00	0	$4,976.00	0	$5,127.00	3,378	$0.00	0	$33,340.00	0	$2,293.00	0	$7,184.00	3,378	105,159
78 Robeson	*	2	0	$37,219.00	0	$62,275.00	0	$12,342.00	0	$12,342.00	0	$12,715.00	7,830	$0.00	0	$67,819.00	0	$14,614.00	0	$16,620.00	7,830	243,776
79 Rockingham	*	2	0	$13,463.00	0	$80,632.00	0	$9,476.00	0	$9,476.00	0	$9,765.00	6,022	$0.00	0	$41,078.00	0	$8,216.00	0	$9,343.00	6,022	187,471
80 Rowan	*	2	0	$21,127.00	0	$47,010.00	0	$13,005.00	0	$13,005.00	0	$13,400.00	6,446	$0.00	0	$60,725.00	0	$12,145.00	0	$13,813.00	6,446	200,676
82 Sampson	*	2	0	$10,922.00	0	$36,713.00	0	$4,974.00	0	$4,974.00	0	$5,125.00	3,914	$0.00	0	$37,824.00	0	$8,150.00	0	$9,269.00	3,914	121,865
83 Scotland	*	2	0	$10,885.00	0	$43,039.00	0	$6,849.00	0	$6,849.00	0	$7,056.00	3,894	$0.00	0	$29,216.00	0	$6,296.00	0	$7,159.00	3,894	121,243
84 Stanly	*	2	0	$8,228.00	0	$9,320.00	0	$3,352.00	0	$3,352.00	0	$3,455.00	2,412	$0.00	0	$30,802.00	0	$6,637.00	0	$7,548.00	2,412	75,106
85 Stokes	*	2	0	$4,220.00	0	$40,018.00	0	$7,987.00	0	$7,987.00	0	$8,228.00	3,768	$0.00	0	$31,585.00	0	$6,317.00	0	$7,184.00	3,768	117,294
86 Surry	*	2	0	$8,494.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1,930	$0.00	0	$34,006.00	0	$7,328.00	0	$8,333.00	1,930	60,091
87 Swain	*	2	0	$2,745.00	0	$20,809.00	0	$3,436.00	0	$3,436.00	0	$3,539.00	2,228	$0.00	0	$22,701.00	0	$4,892.00	0	$5,563.00	2,228	69,349
D6 Toe River	*	2	0	$2,554.00	0	$17,678.00	0	$8,927.00	0	$8,927.00	0	$9,198.00	4,731	$0.00	0	$65,240.00	0	$14,058.00	0	$15,986.00	4,731	147,299
88 Transylvania	*	2	0	$3,035.00	0	$26,606.00	0	$4,355.00	0	$4,355.00	0	$4,488.00	2,639	$0.00	0	$25,702.00	0	$5,141.00	0	$5,845.00	2,639	82,166
90 Union	*	2	0	$16,141.00	0	$19,924.00	0	$6,335.00	0	$6,335.00	0	$6,527.00	4,614	$0.00	0	$57,355.00	0	$12,360.00	0	$14,056.00	4,614	143,647
92 Wake	*	2	0	$72,098.00	0	$117,060.00	0	$17,072.00	0	$17,072.00	0	$17,591.00	17,338	$0.00	0	$197,225.00	0	$39,445.00	0	$44,863.00	17,338	539,764
93 Warren	*	2	0	$3,395.00	0	$34,229.00	0	$5,645.00	0	$5,645.00	0	$5,815.00	2,980	$0.00	0	$24,012.00	0	$5,174.00	0	$5,884.00	2,980	92,779
96 Wayne	*	2	0	$22,048.00	0	$27,967.00	0	$10,022.00	0	$10,022.00	0	$10,326.00	5,550	$0.00	0	$59,462.00	0	$12,813.00	0	$14,572.00	5,550	172,782
97 Wilkes	*	2	0	$6,841.00	0	$42,230.00	0	$5,905.00	0	$5,905.00	0	$6,082.00	3,827	$0.00	0	$33,868.00	0	$6,772.00	0	$7,703.00	3,827	119,133
98 Wilson	*	2	0	$19,584.00	0	$39,612.00	0	$7,625.00	0	$7,625.00	0	$7,855.00	4,938	$0.00	0	$45,528.00	0	$9,810.00	0	$11,157.00	4,938	153,734
99 Yadkin	*	2	0	$4,025.00	0	$8,575.00	0	$1,917.00	0	$1,917.00	0	$1,976.00	1,840	$0.00	0	$25,362.00	0	$5,465.00	0	$6,211.00	1,840	57,288
00 Yancey	*	2	0	$894.00	0	$6,189.00	0	$3,126.00	0	$3,126.00	0	$3,220.00	552	$0.00	0	$0.00	0	$0.00	0	$0.00	552	17,107
Totals			0	1,285,006	0	3,437,526	0	675,702	0	675,702	0	696,180	444,669	0	0	4,617,384	0	972,688	0	1,038,730	444,669	13,843,587

Sign and Date - DHHS Program Administrator DocuSigned by: Kristen Carroll 02/27/26 | 10:47 AM EST	Sign and Date - DHHS Section Chief DocuSigned by: Belinda Pettiford 02/27/26 | 8:10 AM PST
Sign and Date - DHHS Budget Office – ATC Coordinator 95BA39EB48C04E1... Sarah Hughson 2/27/2026	Sign and Date - DHHS Budget Officer 4B0C63BC5DF04B0... April Johnson 3/2/2026

PW

ITEM #: II.I

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: Refund and Release Report for February 2026

DEPARTMENT: Tax

CONTACT PERSON: Amy Armstrong,

TYPE: Consent Agenda

REQUEST	Approve the Refund and Release Report for February 2026.
BUDGET IMPACT	N/A
ATTACHMENTS	Gen Statute 105.pdf RELEASE CODES SPREADSHEET.pdf February 2026 Personal Property Abatement Report.pdf February 2026 Real Property Abatement Report.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Refund and Release Report for February 2026.

SUMMARY

This is a summary report of all refunds and/or releases during February 2026 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

February 2026 Personal Property Abatement Report

Lee County, NC
From: 2/1/2026
To: 2/28/2026

Name	Value	County Tax	County Penalty	City Tax	City Penalty	District Tax	District Penalty	Total	Rel. Code
2025									
Release									
RICHARDSON, STEPHEN	$10,420.00	$67.73	$6.77	$47.93	$4.79	$0.00	$0.00	$127.22	T-3
RICHARDSON, STEPHEN	$10,420.00	$0.00	$0.00	$0.00	$0.00	$15.00	$1.50	$16.50	T-3
SHED MOVERS OF SANFORD INC	$22,445.00	$145.89	$14.59	$0.00	$0.00	$32.32	$3.23	$196.03	T-11
AMAYA GARCIA, MARLON DANILO	$1,500.00	$9.75	$0.98	$8.02	$0.80	$0.00	$0.00	$19.55	T-3
HYATT, MILDRED LYNN	$3,450.00	$22.43	$2.24	$0.00	$0.00	$3.55	$0.36	$28.58	T-6
THOMAS, BRYAN LEE	$4,160.00	$27.04	$0.00	$0.00	$0.00	$5.99	$0.00	$33.03	TO-12
Release Totals:	**$52,395.00**	**$272.84**	**$24.58**	**$55.95**	**$5.59**	**$56.86**	**$5.09**	**$420.91**	
2024									
Refund									
RICHARDSON, STEPHEN	$10,770.00	$70.01	$7.00	$49.54	$4.95	$0.00	$0.00	$131.50	T-3
RICHARDSON, STEPHEN	$10,770.00	$0.00	$0.00	$0.00	$0.00	$13.68	$1.37	$15.05	T-3
Refund Totals:	**$21,540.00**	**$70.01**	**$7.00**	**$49.54**	**$4.95**	**$13.68**	**$1.37**	**$146.55**	
Release									
SHED MOVERS OF SANFORD INC	$20,994.00	$136.46	$13.65	$0.00	$0.00	$26.66	$2.67	$179.44	T-11
Release Totals:	**$20,994.00**	**$136.46**	**$13.65**	**$0.00**	**$0.00**	**$26.66**	**$2.67**	**$179.44**	
2023									
Refund									
RICHARDSON, STEPHEN	$11,150.00	$72.48	$7.25	$49.06	$4.91	$0.00	$0.00	$133.70	T-3
RICHARDSON, STEPHEN	$11,150.00	$0.00	$0.00	$0.00	$0.00	$12.38	$1.24	$13.62	T-3
Refund Totals:	**$22,300.00**	**$72.48**	**$7.25**	**$49.06**	**$4.91**	**$12.38**	**$1.24**	**$147.32**	
Release									
SHED MOVERS OF SANFORD INC	$21,080.00	$137.02	$13.70	$0.00	$0.00	$23.40	$2.34	$176.46	T-11
Release Totals:	**$21,080.00**	**$137.02**	**$13.70**	**$0.00**	**$0.00**	**$23.40**	**$2.34**	**$176.46**	
2022									
Refund									
RICHARDSON, STEPHEN	$11,540.00	$84.24	$8.42	$61.16	$6.12	$0.00	$0.00	$159.94	T-3
RICHARDSON, STEPHEN	$11,540.00	$0.00	$0.00	$0.00	$0.00	$13.96	$1.40	$15.36	T-3
Refund Totals:	**$23,080.00**	**$84.24**	**$8.42**	**$61.16**	**$6.12**	**$13.96**	**$1.40**	**$175.30**	
Release									
SHED MOVERS OF SANFORD INC	$20,130.00	$146.95	$14.70	$0.00	$0.00	$24.36	$2.44	$188.45	T-11
Release Totals:	**$20,130.00**	**$146.95**	**$14.70**	**$0.00**	**$0.00**	**$24.36**	**$2.44**	**$188.45**	
2021									
Refund									
RICHARDSON, STEPHEN	$11,950.00	$90.82	$9.08	$58.56	$5.86	$0.00	$0.00	$164.32	T-3
RICHARDSON, STEPHEN	$11,950.00	$0.00	$0.00	$0.00	$0.00	$14.46	$1.45	$15.91	T-3
Refund Totals:	**$23,900.00**	**$90.82**	**$9.08**	**$58.56**	**$5.86**	**$14.46**	**$1.45**	**$180.23**	

February 2026 Real Property Abatement Report

Lee County, NC
From: 2/1/2026
To: 2/28/2026

Name	Value	County	City	Fire District	Solid Waste	Total	Rel. Code
2025							
Refund							
RHODES, CLIFTON K	$0.00	$0.00	$0.00	$0.00	$80.00	$80.00	GP
Refund Totals:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$80.00**	**$80.00**	
Release							
SLOAN, ALFRED BENNY JR	$99,000.00	$643.50	$0.00	$142.56	$0.00	$786.06	TO-7
Release Totals:	**$99,000.00**	**$643.50**	**$0.00**	**$142.56**	**$0.00**	**$786.06**	
2024							
Refund							
SLOAN, ALFRED BENNY JR	$99,000.00	$643.50	$0.00	$125.73	$0.00	$769.23	TO-7
RHODES, CLIFTON K	$0.00	$0.00	$0.00	$0.00	$75.00	$75.00	GP
Refund Totals:	**$99,000.00**	**$643.50**	**$0.00**	**$125.73**	**$75.00**	**$844.23**	
2023							
Refund							
RHODES, CLIFTON K	$0.00	$0.00	$0.00	$0.00	$71.75	$71.75	GP
Refund Totals:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$71.75**	**$71.75**	
2022							
Refund							
RHODES, CLIFTON K	$0.00	$0.00	$0.00	$0.00	$71.75	$71.75	GP
Refund Totals:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$71.75**	**$71.75**	
2021							
Refund							
RHODES, CLIFTON K	$0.00	$0.00	$0.00	$0.00	$65.50	$65.50	GP
Refund Totals:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$65.50**	**$65.50**	

ITEM #: II.J

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: Budget Amendment #03/16/26/10

DEPARTMENT: Finance

CONTACT PERSON: Jen Waterhouse, Chief Financial Officer

TYPE: Consent Agenda

REQUEST	Approve Budget Amendment #03/16/26/10.
BUDGET IMPACT	see below
ATTACHMENTS	Budget Amendment #03-16-26-10.pdf
PRIOR BOARD ACTION	Board approved IT core infrastructure migration February 16, 2026. Approved Office of State Budget Management (OSBM) 20363 grant January 22, 2024.
RECOMMENDATION	Approve Budget Amendment #03/16/26/10.

SUMMARY

Courthouse project funds- Appropriate ($49,286) of investment earnings towards a badge reader, furniture, and correcting a doorway entry. Government Center project funds- Appropriate ($43,314) investment earnings towards projects within the facility. Transferring remaining ($46,120) to the Courthouse projects. Health- Appropriate ($2,839) of newly awarded state funding toward fetal doppler equipment and incentives; Appropriate ($3,473) of newly awarded state funding toward Long Acting Reversable Contraceptives (LARCS). Information Technology/Social Services- Appropriate ($1,362,280) of fund balance toward the core infrastructure migration; correcting insurance lines ($1,661). McKinsey Funds- Obligate ($10,000) unspent funds from FY25. Medical Examiner- Appropriate ($44,202) to cover state-mandated medical examiner expense for the remainder of FY26. Office of State Budget Management (OSBM) Grant 20363- Obligate interest earnings ($210) and re-allocate funds ($202) to Kinship to close out grant in FY26. Solid Waste- Appropriate interest earnings ($29,618) to cover Perfluorooctanoic Acid (PFAS) monitoring required by the State.

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS

FROM: LISA MINTER, LEE COUNTY MANAGER

SUBJECT: BUDGET AMENDMENT:# 3/16/26/10

DATE: March 16,2026

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Fund balance	1100-3990-39900	Fund Balance Appropriated	11,232,414	1,406,482	12,638,896
Health	1100-3510-33360	DEHNR Maternal Health	29,153	2,839	31,992
Health	1100-3510-33370	DEHNR Family Planning	104,663	3,473	108,136
					-
				1,412,794	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Information Technology	1100-4210-43100	Professional Services	-	9,880	9,880
Information Technology	1100-4210-43380	Maintenance to Technology	1,016,444	380,000	1,396,444
Information Technology	1100-4210-46413	Technology Equip > $5,000	-	645,453	645,453
Medical Examiner	1100-4360-43110	Professional Services-Medical	70,000	44,202	114,202
Health-Maternal	1100-5101-46400	Capital Outlay	-	862	862
Health-Maternal	1100-5101-46415	Equipment < $500	-	1,477	1,477
Health-Maternal	1100-5101-45610	Incentives	-	500	500
Health-Family Planning	1100-5107-44172	Non Prescription Drugs	42,032	3,473	45,505
Social Services	1100-5312-43100	Professional Services	12,000	3,120	15,120
Social Services	1100-5312-43380	Maintenance to Technology	247,701	120,000	367,701
Social Services	1100-5312-46413	Technology Equip > $5,000	-	203,827	203,827
		TOTAL CHANGES		1,412,794	

SECTION III. THE FOLLOWING OSBM FUND (2117) *REVENUE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Investment Earnings	2117-3920-38102	OSBM Grant 20363	-	178	178
Fund Balance	2117-3990-39900	Fund Balance Appropriated	10,015	32	10,047
				210	

SECTION IV. THE FOLLOWING OSBM FUND (2117) *EXPENSE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Social Services Programs	2117-5313-47412	Kinship Placement	9,813	412	10,225
					-
		TOTAL CHANGES		412	

SECTION V. THE FOLLOWING OSBM FUND (2117) *EXPENSES DECREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Human Resources	2117-4125-43100	Professional Services	202	202	-
					-
		TOTAL CHANGES		202	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Mckinsey Opioid Funds	2118-3990-39990	Fund Balance Appropriated	-	10,000	10,000
				10,000	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Mckinsey Opioid Funds	2118-4151-44830	Community Support	-	10,000	10,000
					-
		TOTAL CHANGES		10,000	

SECTION VIII. THE FOLLOWING COURTHOUSE COMPLEX FUND (4836) REVENUE *INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Courthouse Complex Renovation	4836-3920-38100	Investement Earnings	328,472	49,286	377,758
Courthouse Complex Renovation	4836-3930-39780	Transfer from Capital Projects	516,564	46,120	562,684
		TOTAL CHANGES		95,406	

SECTION IX. THE FOLLOWING COURTHOUSE COMPLEX FUND (4836) EXPENSE *INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Courthouse Complex Renovation	4836-8100-46300	General Construction	612,545	1,000	613,545
Courthouse Complex Renovation	4836-8100-46430	Furnishings	65,524	48,286	113,810
Courthouse Complex Renovation	4836-8100-46180	Other Expenses	1,022,031	46,120	1,068,151
		TOTAL CHANGES		95,406	

SECTION X. THE FOLLOWING GOVERNMENT CENTER FUND (4838) REVENUE *INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Lee County Government Center	4838-3920-38100	Investement Earnings	133,794	43,314	177,108
		TOTAL CHANGES		43,314	

SECTION XI. THE FOLLOWING GOVERNMENT CENTER FUND (4838) EXPENSE *INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Lee County Government Center	4838-8100-46180	Other Expenses	718,000	7,359	725,359
Lee County Government Center	4838-9800-49541	Transfer to Ch Renovations	-	46,120	46,120
		TOTAL CHANGES		53,479	

SECTION XII. THE FOLLOWING GOVERNMENT CENTER FUND (4838) EXPENSE *DECREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Lee County Government Center	4838-8100-46300	General Construction	4,319,597	165	4,319,432
Lee County Government Center	4838-8100-46900	Contingency	10,000	10,000	-
		TOTAL CHANGES		10,165	

SECTION XIII. THE FOLLOWING SOLID WASTE FUND (6200) REVENUE *INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Fund Balance	6200-3990-39900	Fund Balance Appropriated	143,732	29,618	173,350
		TOTAL CHANGES		29,618	

SECTION XIV. THE FOLLOWING SOLID WASTE FUND (6200) EXPENSE *INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Solid Waste	6200-4710-43100	Professional Services	47,566	29,618	77,184
		TOTAL CHANGES		29,618	

KIRK SMITH,CHAIR

HAILEY HALL, CLERK TO THE BOARD

ITEM #: II.K

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: Pictometry International Corp., dba Eagleview Agreement

DEPARTMENT: Tax

CONTACT PERSON: Michael Brown, Tax Administrator

TYPE: Action Item

REQUEST	Request Board approval of Pictometry International Corp., dba Eagleview Agreement.
BUDGET IMPACT	There would be two flights with four payments. For FY 26/27 and FY 27/28, a payment in each FY of $57,555.59. For the two following FY's, a payment in each FY of $69,422.25. For a total of $253,955.68.
ATTACHMENTS	NC Lee County_EV Cloud Master Services Agreement w Addendum_2-25-26 - EV signed.pdf Sole Source Form 03.2026.pdf Eagleview Memo for Sole Source Document 03-2026.pdf Company Letter Vice President.pdf Company Letter District Manager.pdf
PRIOR BOARD ACTION	The Board has approved this company for business in prior FY's.
RECOMMENDATION	Request Board approval of Pictometry International Corp., dba Eagleview Agreement.

SUMMARY

Tax Administration would like to enter into another agreement for aerial photographs of the County. This would be vertical and oblique (bird's eye view) photographs. There would be two

(2) different flights, and with the second flight including an associated ChangeFinder project. The next flight is planned for around January 2027 and the other would be around January 2029. The ChangeFinder project would identify and compare improved property structural changes from one flight to another. Currently, there are eight (8) different County departments, with a total of 44 users, using this product. Also, the same aerial imagery is available to the public through our Tax Office website, as well as through the GIS Strategic Services site. The ability for our office to obtain this product greatly assists with daily work and the upcoming reappraisal. The cost for the project over a four-year period is $253,955.68.

CUSTOMER NAME:	Lee County, NC
ATTN:	Michael Brown
CUSTOMER ADDRESS:	106 Hillcrest Dr Sanford, North Carolina 27330
CUSTOMER PHONE:	(919) 718-4660; 5424
CUSTOMER E-MAIL:	mbrown@leecountync.gov

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as March 16, 2026 (the "Effective Date") by and between the Customer identified above ("Customer") and Pictometry International Corp. dba Eagleview, a corporation formed under the laws of the State of Delaware, with a place of business at 25 Methodist Hill Drive, Rochester, NY 14623 ("Eagleview"). Customer and Eagleview may be referred to individually as "Party" and, collectively, as "Parties." Eagleview will provide the Products and Services in accordance with and subject to the conditions of this Agreement during the applicable Term.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. **"Account"** means an account created for Customer by Eagleview for the purpose of providing access to the Products and Services.

1.2. "**Activation**" means the point in time when Customer has access to an Account and the Products and Services are available to Customer.

1.3. **"Authorized User"** means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Products and Services; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer, so long as Customer gives written notice of its intent to use such contractor to Eagleview prior to being granted access to the Products and Services and, unless Eagleview expressly waives such requirement for any individual, has entered into a written agreement with Eagleview authorizing such access.

1.4. **"Confidential Information"** means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party ("Discloser") to another Party ("Recipient"). Confidential Information of Eagleview includes, but is not limited to: (a) the Products and Services including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work, as applicable, and related pricing, and (c) Eagleview's roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information will not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser's Confidential Information. Notwithstanding the foregoing, Eagleview understands and agrees that Customer may need to disclose the terms of this Agreement including all Order Forms and statements of work, as applicable, and related pricing for purposes of securing required approvals and other matters related to Customer's normal course of business.

1.5. **"Documentation"** means the materials describing the features and functions of the Products and Services as may be updated from time to time by Eagleview.

1.6. **"Fee"** means the fees charged by Eagleview for the Products and Services as identified in an Order Form or an invoice issued by Eagleview.

1.7. **"Intellectual Property Rights"** means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.8. **"Malware"** means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. **"Order Form"** means a mutually agreeable order signed and dated by both Parties describing the Products and Services purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form will prevail; provided that notwithstanding anything to the contrary, no Order Form shall exist or be effective except to the extent it is governed by this Agreement.

1.10. **"Products and Services"** means Eagleview's proprietary products, services and content, whether or not identified in an Order Form, developed and owned or licensed by Eagleview, its Affiliates (defined as its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with Eagleview), and/or their licensors.

2. ACCESS AND USE OF THE PRODUCTS AND SERVICES

2.1. **Access to the Products and Services.** Subject to Customer's compliance with the terms of this Agreement, Eagleview hereby grants to Customer the right to access and use the Products and Services identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to Products and Services is set forth in an Order Form, the right to access and use the Products and Services for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). Eagleview will have no liability for any loss or damage arising from Customer's failure to comply with the terms of this Agreement. Eagleview will provide Customer a primary administrator Account for managing and granting access to its Authorized Users. Customer will be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. **Access Restrictions.** Access by Customer and its Authorized Users to the Products and Services is subject to the following conditions:

2.2.1. Customer will not access the Products and Services or Confidential Information of Eagleview in a way that might adversely affect the security, stability, performance, or functions of the Products and Services.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Products and Services, (b) modify, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Products and Services; (c) create derivative works from the Products and Services; (d) use the Products and Services in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Products and Services; (f) to the best of its ability not knowingly cause harm in any way to the Products and Services or cause Malware to harm the Products and Services; (g) work around the Products and Services' technical limitations; (h) remove any proprietary notices from the Products and Services, software related to the Products and Services, documentation or any other Eagleview materials furnished or made available hereunder; (i) access the software related to the Products and Services in order to build a competitive product or service; or (j) copy any features, functions or graphics of the software related to the Products and Services.

2.2.3. Customer will not use the Products and Services in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Products and Services, or any software or documentation related to the Products and Services, in violation of export control laws and regulations.

2.2.4. Customer and its Authorized Users shall only use the Products and Services for the use and purpose set out in this Agreement, and for no other purpose.

2.2.5. Eagleview may suspend the Products and Services if Eagleview determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Products and Services from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), Eagleview will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, then Customer must promptly suspend any relevant access and notify Eagleview.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, Eagleview and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to Eagleview's proprietary Products and Services. Customer will preserve and keep intact all Eagleview copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer will not assert any implied or other rights in or to any of Eagleview's Intellectual Property Rights or Products and Services. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on its use of the Products and Services ("Feedback"). Customer agrees that Eagleview will have all right, title, and interest to use such Feedback without any restrictions and without any payment or other compensation to Customer.

3. PAYMENT

3.1. Fees. Customer will pay the Fees within thirty (30) days of receipt of invoice. Eagleview will have the right to assess a late payment charge on any overdue amounts equal to the lesser of: (i) one and one-half percent (1.5%) per month, or (ii) the maximum rate allowed by applicable law. Additional or different payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Products and Services ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary in the Order Form. In the event that Eagleview seeks legal recourse for the collection of any unpaid Fees from Customer, Customer will be responsible for all of Eagleview's costs of such collection action if Eagleview is the prevailing party. If any Fees are overdue by more than thirty (30) days, Eagleview may, without limiting its other rights and remedies, suspend the Products and Services until such amounts are paid in full, provided that, Eagleview will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. If any Order Form is subject to renewal or extension, automatic or otherwise, Eagleview may adjust the pricing for any Products and Services upon any renewal or extension of an Order Form by providing notice thereof at least ninety (90) days prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Products and Services ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Eagleview has the legal obligation to collect Taxes from Customer, Customer will pay that amount to Eagleview unless Customer provides Eagleview with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, Eagleview is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the Effective Date and will remain in effect for so long as there exists an open Order Form and for a period of twelve (12) months thereafter ("Term"). After expiration or early termination, Customer will not have any access to content or any Products and Services.

4.2. Termination; Suspension. Either Party may terminate this Agreement or any Order Form upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement or any Order Form and

fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. Eagleview may suspend access to the Products and Services in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had access to the Products and Services not been suspended.

4.3. Effect of Termination on Fees: Eagleview Breach. In the event this Agreement is terminated by Customer for a material breach by Eagleview, (a) where Eagleview has fully delivered imagery to Customer, no refund of fees will be made, or (b) where Customer, at the time of termination, is accessing on-line imagery and data access and/or software related to any Products and Services, Eagleview will refund any unused prorated, prepaid fees for the Products and Services.

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by Eagleview for a material breach by Customer or due to section 4.2 (ii) applying, Customer will be responsible for all Fees and Taxes under any current Order Form(s).

4.5. Survival. Upon any expiration or termination of any Order Form or this Agreement, the following sections will survive with respect thereto: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order, Freedom of Information Act request, or as otherwise allowed or required by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted). Eagleview acknowledges that Customer is a governmental agency and is required to comply with public records laws for disclosure and provision of information upon a valid request, which may include disclosure of this contract.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is an organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and any Order Forms has the requisite authority to bind the party to this Agreement and the Order Form, respectively.

6.2. Eagleview Warranty. Eagleview warrants that (i) it will provide the Products and Services with commercially reasonable care and skill; and (ii) the Products and Services will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy will be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL

BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. Eagleview Indemnification. Eagleview will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Products and Services infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by Eagleview; provided, however, that Customer will: (i) notify Eagleview in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give Eagleview sole control of the defense and settlement of the claim (except that Eagleview will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide Eagleview with all reasonable assistance, information, and authority necessary to perform Eagleview's obligations under this paragraph. Notwithstanding the foregoing, Eagleview will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Products and Services in combination with materials including software, hardware, or content not furnished by Eagleview; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Products and Services are held or is believed by Eagleview to infringe or misappropriate any Intellectual Property Rights of a third party, Eagleview will have the option, at its expense, to: (i) replace the Products and Service with a non-infringing equivalent, (ii) modify the Products and Services to be non-infringing, (iii) obtain for Customer a license to continue using the Products and Services; or (iv) terminate this Agreement or any relevant Order Form and refund any prepaid, prorated fees for the remainder of the Term and provide indemnification defense as provided in 7.1.

7.3. Customer Indemnification. To the extent provided by law, Customer will, at its expense, defend Eagleview from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) Eagleview notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by Eagleview without Eagleview's prior written consent), and (iii) Eagleview provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) WILL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAID AND PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS

9.1. Export Laws. The Products and Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Eagleview and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access, use, export, reexport, or

transfer, directly or indirectly, any Products and Services or content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party will have the power or authority to control the activities or operations of the other. At all times, the status of the Parties will be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations, each Party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other Party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming Party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, court order, terrorism, war, quarantine restriction, epidemic, fire, weather, flood, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, Eagleview will assist Customer in its Eagleview security risk assessments by completing forms and providing reports that provide Customer with generally available information relating to Eagleview's information security practices. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the state the Customer is located in without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, disputes and litigation arising out of or in connection with this Agreement will be brought solely in the state or federal courts located in the jurisdiction in which the Customer is based.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remaining sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to Eagleview will be provided to the address listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer will be sent to the address identified on the Order Form and addressed to the individual signing said Order Form and will be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, certified or registered mail, or when

deposited with an overnight courier or delivery service. With respect to notices and other communications regarding Eagleview's privacy policy, support plan, or other similar provisions, such notices will be deemed given when posted to Eagleview's website (www.Eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance will be binding upon the Parties executing this Agreement.

9.11. Order of Precedence. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

9.12. Entire Agreement. This Agreement, along with the Order Form(s), and any attached exhibits, which are all incorporated into this Agreement by reference, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder will not constitute a waiver of any subsequent breach or failure.

[Signature page follows]

CUSTOMER	EAGLEVIEW
LEE COUNTY, NC	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	**SIGNATURE:** Robert Locke Robert Locke (Feb 24, 2026 19:55:46 EST)
NAME:	**NAME:** Robert Locke
TITLE:	**TITLE:** President
EXECUTION DATE:	**EXECUTION DATE:** 02/24/26

EXHIBIT A
AGREEMENT NON-STANDARD TERMS AND CONDITIONS

The terms and conditions of this Exhibit A include all mutually agreed upon changes to the terms and conditions of this Agreement. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

Not applicable to this Agreement.

[Remainder of page intentionally left blank]

EAGLEVIEW

ORDER FORM

CUSTOMER NAME:	Lee County, NC
ORDER FORM TERM (DURATION):	4 year(s)
ORDER FORM EFFECTIVE DATE:	March 16, 2026
MASTER SERVICES AGREEMENT EFFECTIVE DATE: This Order Form is governed by the terms and conditions of the Master Services Agreement with the effective date listed between Pictometry International Corp. dba Eagleview and Lee County, NC.	March 16, 2026

ORDER #
LC-10015349

BILL TO
Lee County, NC
Michael Brown
106 Hillcrest Dr Sanford, North Carolina 27330
(919) 718-4660; 5424
mbrown@leecountync.gov

SHIP TO
Lee County, NC
Michael Brown
106 Hillcrest Dr Sanford, North Carolina 27330
(919) 718-4660; 5424
mbrown@leecountync.gov

CUSTOMER ID	**SALES REP**	**REFRESH FREQUENCY**
A1274356	Kevin Lamonds	Biennial

PROJECT 1		
QTY	**PRODUCT NAME**	**PRODUCT DESCRIPTION**
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
1	EagleView Cloud - FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to $500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental US only, per person round trip airfare at standard coach class rates through EagleView's travel provider only.) Credit must be redeemed within three years of agreement execution date.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.

1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
283	Eagleview Reveal - Physical Delivery - Orthomosaic - 1in	Provides an offline copy of the orthomosaic tiles and mosaics at 1in GSD. Imagery extent based on a delivery grid shapefile approved by Eagleview. Tiles and mosaics output as industry standard 3-band RGB files with formats selectable by the customer. Delivery made via online download or physically via a hard drive media.
283	Eagleview Reveal - 1in	High resolution, measurable oblique and orthogonal imagery. Oblique image frames collected at 1.4in GSD or better, orthogonal image frames collected at 1in GSD or better. Orthomosaic imagery produced at 1in GSD from orthorectified orthogonal imagery via a fully automated photogrammetric process which includes project-wide color and contrast balancing. Visible seamlines may be present. Image frames and orthomosaics available as 3-band RGB. Delivery to be provided via online Eagleview's online platform applications and APIs. Imagery extent based on a delivery grid shapefile approved by Eagleview.
1	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.

PROJECT 2		
QTY	**PRODUCT NAME**	**PRODUCT DESCRIPTION**
283	Eagleview Reveal - Physical Delivery - Orthomosaic - 1in	Provides an offline copy of the orthomosaic tiles and mosaics at 1in GSD. Imagery extent based on a delivery grid shapefile approved by Eagleview. Tiles and mosaics output as industry standard 3-band RGB files with formats selectable by the customer. Delivery made via online download or physically via a hard drive media.
283	Eagleview Reveal - 1in	High resolution, measurable oblique and orthogonal imagery. Oblique image frames collected at 1.4in GSD or better, orthogonal image frames collected at 1in GSD or better. Orthomosaic imagery produced at 1in GSD from orthorectified orthogonal imagery via a fully automated photogrammetric process which includes project-wide color and contrast balancing. Visible seamlines may be present. Image frames and orthomosaics available as 3-band RGB. Delivery to be provided via online Eagleview's online platform applications and APIs. Imagery extent based on a delivery grid shapefile approved by Eagleview.
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.

1	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
1	EagleView Cloud - FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to $500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental US only, per person round trip airfare at standard coach class rates through EagleView's travel provider only.) Credit must be redeemed within three years of agreement execution date.
35000	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. *Product Parameters*: Source One: Pictometry Outlines Source One Year 2025 Source Two: Pictometry Imagery Source Two Year: 2028 Deck Identification Method: Included in Building Outlines To Be Used in Connect Assessment: Yes (Must be ordered as a separate line item) Modified Technical Specification:

FEES

Due at Initial Activation of Services	$57,555.59
Due at First Anniversary of Initial Activation of Services	$57,555.59
Due at Second Anniversary of Initial Activation of Services	$69,422.25
Due at Third Anniversary of Initial Activation of Services	$69,422.25

Unless either Party gives notice of its intent not to renew this Order Form at least one hundred and twenty (120) days prior to the end of the Term, it will automatically renew.

Non-appropriation of Funds: Notwithstanding anything in this Agreement to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source sixty (60) days prior to commencement of a subsequent refresh;

b. Customer shall not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated.

c. No act or omission by Customer which is attributable to the non-appropriation of funds shall constitute a breach or default under this contract.

d. Customer shall not activate this provision for convenience or to circumvent the contract, but only as an emergency fiscal measure during a substantial fiscal crisis which affects governmental operations.

e. In the event of a change in Lee County's statutory authority, mandate or mandated functions by the state or federal legislature or by regulatory action which hinders or prohibits the County's authority to continue its obligations under this contract, this contract shall terminate automatically upon written notice to Eagleview.

f. This Agreement shall remain in full force and effect, however commencement of the subsequent refresh shall be deemed postponed until such time as funds for the subsequent refresh have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, EagleView reserves the right to terminate any and all obligations with respect to the postponement and all subsequent deliverables included in this Agreement; and

g. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in this Order Form, is in possession of licensed products for which EagleView has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to EagleView.

PRODUCT PARAMETERS

Disaster Response Program ("DRP")

If Eagleview Cloud - Disaster Response Program is listed in the above product table, then this section applies to this Order Form. If Eagleview Cloud - Disaster Response Program is not listed in the above product table, then this section does not apply to this Order Form.

This Order Form includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with Eagleview. Imagery captured through DRP will be captured "as-is".

A. Disaster Coverage Imagery at No Additional Charge – Eagleview will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Eagleview) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

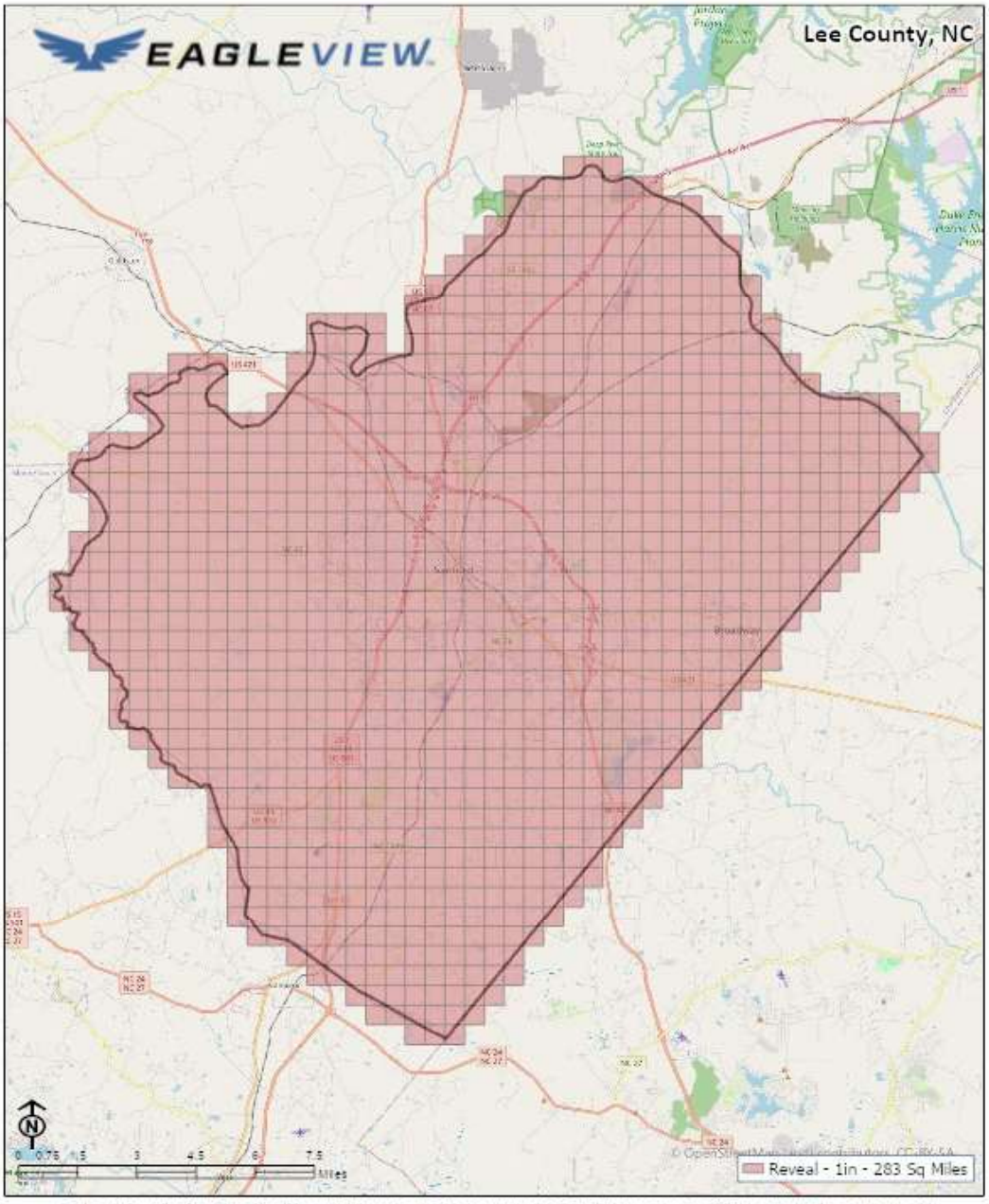
- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Eagleview resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and Eagleview, will be, subject to Eagleview resource availability, offered to Customer at the then current DRP rates.

TARGET CAPTURE DATES

Eagleview shall use commercially reasonable efforts to begin the capture for the **First Project on or around December 20, 2026**. Additionally, Eagleview shall use commercially reasonable efforts to begin the capture for the **Second Project on or around December 20, 2028**. These are target dates only because the image capture process and the delivery dates may be affected by numerous conditions outside of Eagleview's control including weather and airspace permissions.

AOI(S) IF APPLICABLE



[Signature page follows]

This Order Form is incorporated by reference into the Master Services Agreement between Eagleview and Customer.

CUSTOMER	EAGLEVIEW
LEE COUNTY, NC	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	**SIGNATURE:** Robert Locke Robert Locke (Feb 24, 2026 19:55:46 EST)
NAME:	**NAME:** Robert Locke
TITLE:	**TITLE:** President
EXECUTION DATE:	**EXECUTION DATE:** 02/24/26

NC Lee County_EV Cloud Master Services Agreement_2-20-26

Final Audit Report 2026-02-25

Created:	2026-02-24
By:	Moria Story (Moria.Story@eagleview.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmpS1CYvWpIQIBXN7O3e6pIqir0qeLAek

"NC Lee County_EV Cloud Master Services Agreement_2-20-26 " History

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Document e-signed by Robert Locke (bob.locke@eagleview.com)
Signature Date: 2026-02-25 - 0:55:46 AM GMT - Time Source: server

Agreement completed.
2026-02-25 - 0:55:46 AM GMT

CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
LEE COUNTY GOVERNMENT

CONTRACTOR: Pictometry International Corp., dba Eagleview

COUNTY DEPARTMENT: Tax

SUBJECT OF CONTRACT: Photographs for Tax Purposes

DATE/TERM OF CONTRACT: March 16, 2026- March 15, 2030

Notwithstanding any provision contained in the above referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

No pledge of taxing authority. No deficiency judgment may be rendered against Lee County or any agency of Lee County in any action for breach of a contractual obligation under this contract. The taxing power of the Lee County is not pledged directly or indirectly to secure any monies due under this contract.

Conflict of Interest: If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Lee County and the third parties regarding the subject matter of this Contract or Agreement.

Compliance with E-Verify requirements: The Contractor 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.

Divestment from companies that boycott Israel: Contractor 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.

Iran Divestment Act Certification. The Contractor certifies that the Contractor 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 Contractor 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.

Non-Discrimination in Employment. The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Contractor 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 Contractor may be declared ineligible for further contracts with the County.

Indemnification: The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees (collective, County) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent

performance of services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable.

Drug-Free Workplace. During the performance of this agreement, the Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

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

Public Records Law. The Contractor acknowledges that Lee County is a governmental agency and subject to public records law and is required to provide public records, including this contract, upon a valid, legal request. The Contractor has advised the County prior to executing this contract of all information it contends is proprietary, confidential or a trade secret.

For the CONTRACTOR: Robert Locke Robert Locke (Feb 24, 2026 19:49:35 EST) Title: President

For LEE COUNTY: _____ Title: _____

Revised 4-9-2024

NC Lee County_New Contract Addendum Final 2.12.26

Final Audit Report 2026-02-25

Created:	2026-02-24
By:	Moria Story (Moria.Story@eagleview.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMbN7srhmgQhVJMUGOLgP353D1CvQK65U

"NC Lee County_New Contract Addendum Final 2.12.26" History

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Document e-signed by Robert Locke (bob.locke@eagleview.com)
Signature Date: 2026-02-25 - 0:49:35 AM GMT - Time Source: server

Agreement completed.
2026-02-25 - 0:49:35 AM GMT

SOLE SOURCE JUSTIFICATION FORM
(for all items)

Vendor: EAGLEVIEW - PICTOMETRY

Item: CONNECT EXPLORER FOR AERIAL & OBLIQUE PHOTOGRAPHY

Estimated expenditure for the above item: $ 253,955.68

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.

_____
Chairman, Board of Commissioners

Mitch Brown
Department

_____
Date

MEMORANDUM

DATE: March 2, 2026

TO: Kirk Smith
Chairman, Board of County Commissioners

Lisa Minter
County Manager, Administration

FROM: Michael Brown
Tax Administrator, Tax Administration

RE: Eagleview - Pictometry Sole Source

Our office currently uses software from Eagleview – Pictometry that allows us to view aerial photography and has conducted a ChangeFinder project. The aerial photography product has proved itself to be very useful to our department as well as others in Lee County. Currently there are 44 county employee users across 8 departments and one vendor (assisting with reappraisal). They are:

Tax Administration, Administration, Permitting, Sheriff Office, Emergency Services, Parks and Recreation, Health, General Services and Piner Appraisal.

It should also be known that the general public has access to the aerial photography through our Tax Administration website as well as the Strategic Services GIS website.

The ChangeFinder project lets us compare improved property building outlines from two different dates. Properties with changes are then flagged in a report. Afterwards, our office reviews the data by the aerial photography and field visit if necessary.

The County has had four flights with this product (2017, 2020, 2023 and 2025) and two of those flights included the ChangeFinder project (2020 and 2025).

Continuity of services is key with this type of product as we are not aware of any other company that matches or supplies the same outcome as this product.

EAGLEVIEW

Pictometry®

October 15, 2025

Michael Brown
Lee Couty, NC – Tax Administrator
106 Hillcrest Drive
Sanford, NC 27330

Dear Mr. Brown,

The CONNECT online services are proprietary online services created, offered, and sold by EagleView[1], a technological leader in the field of high resolution geo-referenced aerial imagery. EagleView holds more than 150 issued U.S. patents that relate to various aspects of capturing, processing, displaying, and using geo-referenced aerial imagery. The EagleView patent portfolio protects, among other things, EagleView's exclusive rights related to the following capabilities:

- Use tessellated ground plane data with an oblique image to produce greater accuracy when converting from pixels to geo-locations and when making linear and area measurements (US Patent 7,424,133);
- Use EagleView's proprietary file structure for oblique images (US Patent 7,424,133);
- Use a geographic location to search a database of oblique images in order to retrieve the image that contains that location and display it for analysis (US Patents 8,401,222 and 9,753,950);
- Calculate a desired measurement in a displayed oblique image by referencing positional data for the oblique image and pixel information within the oblique image (US Patents 9,753,950);
- Using mathematical models to create an accurate and visually-pleasing oblique-mosaic images from a plurality of source images (US Patents 7,873,238 and 9,959,653);
- Measure slopes, lengths, and areas of structures depicted within one or more aerial images (US Patents 8,818,770 and 8,825,454);
- Extract area measurements of vertical or pitched surfaces using an oblique image, its associated camera information (US Patents 8,209,152; 8,818,770 and 8,825,454);
- Pan through an oblique library by detecting the border of the current image and automatically selecting the oblique image that best matches the current camera orientation and scale while extending farther in the direction the user is panning. (US Patents 8,593,518; 8,643,720; and 9,530,181);
- Transmit post-disaster imagery to the ground from an airplane in real-time through a high-speed directional communications link that is synced with a "non-line of sight communication system" such as a satellite telephone (US Patents 8,477,190; 9,723,269; and 9,743,046);
- Measure between at least two selected points on a man-made structure, such as a building (US Patents 8,209,152, 8,818,770 and 8,825,454);
- Securely process images of sensitive geographic regions (US Patents 9,881,163 and 10,311,238); and
- Ensure full coverage of acceptable images without costly reflights or delays (US Patents 8,385,672; 8,515,198; 9,262,818; 9,633,425; 9,959,609; 10,198,803; and 10,679,331).

Those patented technologies enable EagleView to deliver combinations of product and service offerings, features, functions and quality, including those available through the proprietary CONNECT online services, which are not available through other vendors. We thank you for considering use of EagleView as the solution for your imagery and system needs.

Frank Giuffrida
Senior Vice President – Image Capture R & D

[1] Pictometry International Corporation is a member of the EagleView® family of companies.

October 22, 2025

Lee County, NC
Micael Brown
Tax Administrator
106 Hillcrest Drive
Sanford, NC 27330

Dear Michael,

Below are a list of reasons that counties across the nation choose EagleView as their imagery provider.

- Long-term Initiative Option=Cost Savings
- Option to pay over 3-years at no added cost
- 150 US Patents
- Proven experience with 1650 county customers nationwide
    - 51 county customers in North Carolina
- Access to surrounding county imagery
- In-field Technical Manager and training
- Disaster Response Program (no charge)
- Rapid delivery times, within 40 days or sooner
- Partner and integrate with your 911 CAD system
- Offer integrations to your GIS website
- We partner and integrate with your appraisal Tyler CAMA software
- We can host and serve your historical EagleView and state imagery
- We offer 1" & 2" resolution oblique and ortho imagery
- Includes ESRI integrations with ArcMap, ArcPro, and Experience Builder

The above reasons are just to name a few. Please let me know if you would like further elaboration.

Kevin L. Lamonds
Senior District Manager

ITEM #: II.L

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: ADD ON - Sole Source Request for Payment System at the new Lee County Library Main Branch

DEPARTMENT: Administration

CONTACT PERSON: Beth List, Library Director

TYPE: Consent Agenda

REQUEST	Approve attached sole source form for Comprise Technologies, Inc. as presented.Â The contract will be approved and signed by the County Manager once revied by the Legal Department.
BUDGET IMPACT	$35,971 to be covered using existing project funds allocated for the new library.
ATTACHMENTS	Comprise Sole Source Justification Form Comprise Sole Source Justification Memo
PRIOR BOARD ACTION	BOC approved and allocated funds for the new Lee County Main Library.
RECOMMENDATION	Approve attached sole source form for Comprise Technologies, Inc. as presented. The contract will be approved and signed by the County Manager once revied by the Legal Department.

SUMMARY

The Lee County Libraries contracts with TechLogic for the RFID project at the new library building. TechLogic has an established partnership with Comprise Technologies to provide the credit card payment gateways for the self-checkout machines which will be installed in the new building. Comprise Technologies also provides Patron Computer Management, Print and Copy Control, and Wifi Print Management services to numerous libraries across the country. In an

effort to streamline the user experience, maintenance, software, and support for credit card payments, the library would like to add Comprise as a vendor. Comprise qualifies as a sole source vendor as they are the only solution that is compatible with the devices that have already been purchased from them with the TechLogic package. This equipment will take 6-8 weeks for delivery and installation from the time of order thus staff is requesting consideration of this sole source approval in anticipation of preparation for the library grand opening occurring at the beginning of May.

SOLE SOURCE JUSTIFICATION FORM
(for all items)

Vendor: Comprise Technologies, Inc.

Item: Recordkeeping, Payment Gateway, and associated equipment and software for the new Main Library

Estimated expenditure for the above item: $35,971

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.

_____ Chairman, Board of Commissioners

_____ Department

_____ Date

MEMORANDUM

DATE: 03/13/2026

TO: Board of Lee County Commissioners

FROM: Beth List
Director of Library Services

RE: Comprise Sole Source Justification

The Lee County Libraries contracts with TechLogic for the RFID project at the new library building. TechLogic has an established partnership with Comprise Technologies to provide the credit card payment gateways for the self-checkout machines which will be installed in the new building. Comprise Technologies also provides Patron Computer Management, Print and Copy Control, and Wifi Print Management services to numerous libraries across the country.

In an effort to streamline the user experience, maintenance, software, and support for credit card payments, the library would like to add Comprise as a vendor. Comprise qualifies as a sole source vendor as they are the only solution that is compatible with the devices that have already been purchased from them with the TechLogic package.

ITEM #: IV.A

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: Southern Environmental Law Group Presentation

DEPARTMENT: Governing Body

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

TYPE: Information

REQUEST	Informational
BUDGET IMPACT	N/A
ATTACHMENTS	
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Informational

SUMMARY

The Board of Commissioners on February 16, 2026 asked the Southern Environmental Law Group to present on the impacts of data centers and fracking at the Board's March 16, 2026 meeting.

ITEM #: IV.B

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: Data Centers and Fracking Economic Development Perspective from the Sanford Area Growth Alliance

DEPARTMENT: Governing Body

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

TYPE: Information

REQUEST	Informational
BUDGET IMPACT	N/A
ATTACHMENTS	Impacts of Data Centers 2026-03-11 .pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Informational

SUMMARY

The Board of Commissioners on February 16, 2026 asked Sanford Area Growth Alliance CEO Jimmy Randolph to provide perspective from an economic development standpoint on the impacts of data centers and fracking. Mr. Randolph has provided the attached information for reference.

IMPACTS OF DATA CENTERS

BENEFITS TO LEE COUNTY

A data center is a secure facility that stores and processes digital information. These facilities power everyday services such as email, text messages, digital payments, online banking, telehealth, education systems, and emergency communications. Modern data centers have supported critical digital infrastructure for over 40 years and operate under established environmental and regulatory standards.

What positive economic benefits are there to a data center being built?

Modern, sustainable data centers contribute significant economic activity and support increased public services and amenities. According to a report by the U.S. Chamber of Commerce, an average data center adds about $32.5 million in economic activity to its local community each year. Some important economic benefits are outlined below:

Strengthening the Local Tax Base & Public Safety

- Data centers are major capital investments that generate substantial property tax revenue while requiring relatively few public services. This revenue directly supports schools, fire and EMS services, infrastructure, and other essential community needs.

- In addition to ongoing tax contributions, data center operators often partner with local public safety agencies to support emergency response capabilities, communications systems, and equipment upgrades. These investments help ensure communities remain prepared, resilient, and well-supported as they grow.

Investments in Energy Infrastructure

- When new power infrastructure is needed, data centers are required to cover the cost of those upgrades upfront. This approach strengthens the electric grid for everyone—improving reliability, supporting long-term infrastructure investment, helping keep rates steadier, and ensuring that the largest power users pay their fair share.

Job Creation

- Data centers create economic impact in three phases:
  - **Construction Phase:**
    Hundreds of skilled trades jobs over multiple years, including electricians, pipefitters, heavy equipment operators, concrete workers, and project managers. These jobs generate millions in local wages.
    - *For example, Microsoft has stated that one of their data center buildings generates roughly 350 construction roles and approximately 2.2 million work hours to complete construction.*
  - **Permanent Operations:**
    High-skilled, high-wage careers such as data center technicians, engineers, network specialists, facility managers, and security personnel. These are stable, long-term positions with competitive salaries and benefits.
  - **Ongoing Local Spending:**
    Data centers operate 24/7 and contract with local vendors for maintenance, landscaping, security, food services, and technical support — supporting additional indirect employment throughout the region.

IMPACTS OF DATA CENTERS

COMMUNITY INVESTMENTS

How do data centers invest back into the communities where they operate?

Data centers invest in the communities they serve by partnering directly with public services, nonprofits, local schools, and workforce development programs. Through these collaborations, they provide funding, resources, and long-term support that strengthen community services and expand local opportunities. These investments help enhance infrastructure, build career pathways, and ensure that the benefits of the digital economy directly support the surrounding community.

Community Engagement & Investment

- Data centers contribute to strong, vibrant communities by actively supporting local events, nonprofits, and educational programs.
- Data centers fund local initiatives that enhance civic facilities, public spaces, and public parks ensuring that their presence delivers meaningful, long-lasting benefits to the communities they serve.

Long-Term Commitments

- Data centers demonstrate a long-term commitment to the communities they operate in, providing stable investments over multiple decades of continuous operation.
- Their consistent tax contributions help support schools, public services, and essential infrastructure year after year.
- With predictable, low-impact land use, data centers remain compatible with surrounding neighborhoods over time, offering reliable economic value while maintaining a minimal footprint on community resources.

Investing in Education

- Data centers support local education, with a strong focus on expanding STEM learning and building a skilled local workforce.
- Many facilities offer internship and apprenticeship opportunities that give students real-world experience in high-tech fields, helping them explore future career paths close to home. They also invest in professional development programs for local educators and employees, ensuring that both students and the broader community benefit from growing opportunities in the digital economy.

Regional Competitiveness & Economic Growth

- Data centers help drive broader economic growth by attracting additional businesses and new technology investment. Their presence strengthens the region's position as a modern, high-tech hub, encouraging further innovation and commercial activity.
- Additionally, data centers create meaningful opportunities for small businesses by increasing demand for local services, supplies, and support, helping local economies grow alongside the digital industry.

IMPACTS OF DATA CENTERS

ENSURING INDUSTRY BEST PRACTICES

Data centers vary widely in how they operate. While some older facilities rely on outdated systems that use far more energy and water, modern data centers are designed from the ground up to be efficient, sustainable, and responsible neighbors. Any new data center project in Lee County must reflect current industry best practices—reducing resource use, minimizing environmental impact, and operating with long-term community benefits in mind.

What does a modern, sustainable data center look like?

A modern, sustainable data center is designed to minimize environmental impact while maximizing efficiency and reliability. They are built to reduce water use, limit emissions, and operate with a reduced environmental footprint. Modern data centers also follow strict industry best practices for noise, landscaping, and long-term site stewardship, ensuring they remain responsible, low-impact neighbors throughout their decades of operation.

Do data centers utilize fracking?

No. Modern, sustainable data centers do not conduct or use fracking. Fracking (hydraulic fracturing) is a process used by the oil and gas industry to extract natural gas or oil from underground rock formations. This process involves drilling wells, fracturing rock layers, and managing the flowback of water and chemicals — activities that are completely unrelated to data storage, computing, or IT operations.

Standard data center operations do not include hydraulic fracturing or on-site natural gas extraction. Data centers are facilities designed to house and power computing equipment under established environmental and utility regulations.

What emissions will come from diesel backup generators, and how will they be regulated?

Backup generators use diesel fuel with modern emission controls. All testing, maintenance, and operational run times comply with Environmental Protection Agency (US EPA) standards and limits.

Generators are used infrequently - they are generally used minimally for required maintenance testing during normal business hours and in rare emergency backup situations. All emissions are regulated under US EPA standards and state air quality regulations.

IMPACTS OF DATA CENTERS

WATER & COOLING

Good data center practice, development, and industry standards:

Historically, some older data center facilities relied on open, evaporative cooling systems that consumed substantial amounts of water to dissipate heat, especially in warm climates.

Modern, sustainable data centers have shifted toward closed-loop cooling that dramatically reduce net water use. Closed-loop systems circulate cooling water within a sealed system, requiring only small amounts of make-up water to replace minor losses rather than continuously withdrawing new water from local supply.

- A closed loop system's water usage is comparable to a standard office building (restrooms, facility operations, and fire suppression).
- Because the system recycles water internally, it avoids long-term pressure on local water and wastewater infrastructure.

How Do Data Centers Use Water Responsibly?

Modern, sustainable data centers are designed to minimize water consumption. Unlike industries that withdraw large amounts of water for operations, data centers primarily reuse water within sealed cooling systems, requiring only small amounts of make-up water to replace minor losses. Restrooms and normal building uses make up the remainder of water consumption, which is typically less than a thousand gallons per day, far less than schools, restaurants, or manufacturing facilities of comparable size. By recycling cooling water and minimizing withdrawals, modern data centers are designed to be highly water-efficient.

Are there risks of groundwater contamination from coolant systems or chemicals used in a closed-loop system?

No. The cooling system is a sealed, self-contained system that does not discharge to soil or septic systems.

The system circulates treated water to maintain equipment integrity, and any maintenance fluids are handled by licensed contractors in accordance with environmental regulations.

IMPACTS OF DATA CENTERS

POWER

Does a data center raise electricity bills?

No. Data centers are required to pay for infrastructure upgrades, which makes the grid stronger and more reliable for everyone else.

Before a facility becomes operational:

- Utilities conduct load studies to confirm available transmission capacity.
- Required transmission or substation upgrades are identified.
- Large users are responsible for covering the cost of infrastructure needed to serve their demand.

The state of North Carolina is actively taking steps to ensure data centers do not impact other user's electricity rates. Governor Stein has created a North Carolina Energy Policy Task Force which released their initial interim report in February of 2026. This report's first two recommendations are (i) to develop options for Large Load Tariffs and (ii) develop options for "bring your own capacity" and alternative capacity procurement methods. Instituting a Large Load Tariff will ensure that large load users, including data centers, cover the cost of their increased use.

Data centers operating in Lee County would be expected to pay their fair share under applicable utility and regulatory frameworks.

How Do Data Centers Manage Responsible Power Usage?

Modern data centers use a lot of electricity to run servers and support systems, but they are designed to do so as efficiently as possible. Operators track energy use with Power Usage Effectiveness (PUE) metrics to ensure most energy goes directly to computing rather than cooling or other overhead. Energy-efficient servers, smart airflow and cooling systems, and real-time monitoring decrease power impact. Together, these strategies help data centers reduce energy waste, lower operational costs, and lessen environmental impact while maintaining reliability and performance — all part of a responsible approach to power usage.

Will the data center cause blackouts or brownouts in the area?

Data centers work in close coordination with local utility providers and regional grid operators to ensure that facilities will not strain the local grid.

Load studies are completed to confirm that the load can be adequate within the transmission network. The enhanced redundancy of the electrical designs also greatly reduces the probability of impacting the grid during operations.

IMPACTS OF DATA CENTERS

NOISE, LIGHT, TRAFFIC & BUFFERING

Can the community expect there to be noise from a data center?

Modern data centers are carefully designed to minimize noise and meet or exceed local regulations. They achieve this with low-noise fans, sound-attenuated enclosures for compressors and generators, and exhaust silencers. Generators are used only occasionally for testing, maintenance, or rare power outages. To ensure community impact is minimal, developers conduct pre- and post-construction noise studies, and rooftop chillers are placed behind screen walls to further reduce sound for nearby areas.

What mitigation measures will be used for noise?

- Sound-attenuated cooling equipment
- Sound-attenuated emergency backup generator enclosures
- Critical-grade exhaust silencers on emergency backup generators
- Strategic setbacks from property lines
- Acoustic barriers where needed

What are the expected levels of light from the facility?

Modern data center facilities are designed to have lighting directed downward with no uplighting, minimizing light pollution and preserving dark skies. Light spill beyond property boundaries is minimized through shielding and directional fixtures.

What mitigation measures will be used for light?

- Downward-directed exterior lighting
- Shielded fixtures to prevent light spill
- Design standards that reduce light pollution

What kind of impact will there be on rural character and traffic?

Data centers make efficient use of land, typically occupying only 10–50 acres while delivering long-term economic value. For comparison, a single golf course often requires around 150 acres.

Data centers also generate far less traffic than residential neighborhoods or traditional light-industrial developments. With careful traffic planning during construction and daily operations, they ensure smooth access and minimal disruption for nearby residents, maintaining a low-impact presence within the community.

What steps do data centers take to preserve community character and aesthetics?
Modern data centers are designed to blend into their surroundings. Landscaped buffers, natural screening, setbacks, and thoughtful architectural design help maintain compatibility with nearby properties and reduce visual impact.

ITEM #: VI.A

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: Conservation Easement Policy Discussion

DEPARTMENT: Administration

CONTACT PERSON: Lisa Minter, County Manager

TYPE: Action Item

REQUEST	Conservation Easement Policy Discussion-Pleasure of the Board
BUDGET IMPACT	To Be Determined
ATTACHMENTS	Conservation Easement Policy Executed.pdf Conservation Easement Policy stating no purchsae of easement.pdf Conservation Easement Policy stating will purchase easement.pdf
PRIOR BOARD ACTION	On March 3, 2025, the Board of Commissioners adopted a Conservation Easement Policy. On February 16, 2026, the Board of Commissioners tabled the consideration of a budget amendment to transfer the rollback taxes from FY 25 to the Farmland Preservation Fund until the March 2, 2026. The Board discussed the policy and interpretation at the March 2, 2026 work session.
RECOMMENDATION	Conservation Easement Policy Discussion-Pleasure of the Board

SUMMARY

On March 3, 2025, the Board of Commissioners adopted a Conservation Easement Policy

establishing a Farmland Preservation Fund and the funding of such fund. The policy allows for the transfer of rollback taxes collected by the County in a fiscal year to be transferred to the Fund. On February 16, 2026, the Board was presented a budget amendment to transfer $195,670 of rollback taxes collected in fiscal year ended June 30, 2025. A motion to not transfer the funds failed. A motion was then made to table the budget amendment until the March 2, 2026 work session and to have Dr. Bill Stone present an update on the fund at the work session. The Board discussed the adopted policy at its March 2, 2026 work session. The discussion concerned the interpretation of the policy. The original adopted policy is attached. Two other versions are attached, one which defines that the County will only participate in "soft" costs related to a conservation easement project and the second version specifically states the County's fund can go to the landowner as part of purchase of the easement.

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

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

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.

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.

Adopted March 3, 2025

Kirk D. Smith
Chair, Lee County Board of Commissioners

Conservation Easement Policy Amended

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

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, specifically "soft costs" related to the transaction, such as closing costs, surveys, attorney fees, signs and appraisals. No funding will be considered to pay for the actual purchase or for the value of the conservation easement. 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 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.

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.

Adopted _____, 2025.

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

Conservation Easement Policy Amended

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

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 to include an amount for funding to be paid directly to the landowner for the value of and purchase of the conservation easement. 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 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.

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.

Adopted _____, 2025.

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

ITEM #: VI.B

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: Budget Amendment # 03/16/26/11

DEPARTMENT: Finance

CONTACT PERSON: Jen Waterhouse, Chief Financial Officer

TYPE: Action Item

REQUEST	Review Budget Amendment # 03/16/26/11.
BUDGET IMPACT	$195,670
ATTACHMENTS	Budget Amendment #03-16-26-11.pdf
PRIOR BOARD ACTION	Board agreed to utilize FY23 and FY24 rollback taxes to fund the Farmland Preservation Fund March 3, 2025. Board reviewed the Farmland Preservation Fund budget amendment on February 16, 2026 to consider transferring FY25 rollback taxes to the fund. The Board tabled the action, and requested additional discussion. Board discussed farmland preservation funds and the use of rollback taxes to continue on March 3, 2026.
RECOMMENDATION	Review Budget Amendment # 03/16/26/11.

SUMMARY

On March 3, 2025 the Board of Commissioners agreed to create the Farmland Preservation Fund utilizing the rollback taxes received in FY23 and FY24 in the amount of $340,610. In FY2026, the fund has received $6,084.09 in total interest. The first project to utilize the funding was The Ayers Family. They received funding in the amount of $18,666.17, leaving a remaining balance of $328,027.92 for future Farmland Preservation Fund projects. The attached budget amendment is requested for a decision to add additional FY2025 rollback taxes in the amount of $195,670 providing a new total of $523,697.92 for project use under

this program. Cooperative Extension Director Dr. Bill Stone approached the Board on March 3rd, 2026 with two open projects totaling $270,000. Important to note, the rollback taxes stay within the tax lines unless appropriated by the Board of Commissioners to the Farmland Preservation Fund.

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS

FROM: LISA MINTER, LEE COUNTY MANAGER

SUBJECT: BUDGET AMENDMENT:# 3/16/26/11

DATE: March 16,2026

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	11,232,414	195,670	11,428,084
					-
				195,670	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Misc Expense	1100-9800-49583	Transfer to Farm Preservation Fund	-	195,670	195,670
		TOTAL CHANGES		195,670	

KIRK SMITH,CHAIR

HAILEY HALL, CLERK TO THE BOARD

ITEM #: VI.C

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: Updated Agricultural Development and Farmland Preservation Ordinance

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish ,

TYPE: Action Item

REQUEST	Approve the Updated Agricultural Development and Farmland Preservation Ordinance.
BUDGET IMPACT	N/A
ATTACHMENTS	H126v4.pdf VADEVAD Ordinance Revisions Clean.pdf VADEVAD Ordinance Revisions Redline.pdf
PRIOR BOARD ACTION	The Board adopted the Ordinance at its March 3, 2025 meeting after holding a public hearing at its February 17, 2025 meeting.
RECOMMENDATION	Approve the Updated Agricultural Development and Farmland Preservation Ordinance.

SUMMARY

In 2021, the General Assembly adopted the Farm Act of 2021 allowing for changes to the voluntary and enhanced voluntary agriculture districts. After reviewing the changes, the Board of Commissioners repealed its 2013 Lee County Voluntary Agriculture District Ordinance, and replaced in its entirety a new Lee County Agriculture Development and Farmland Preservation Ordinance at its March 3, 2025 meeting. In June 2025, the General Assembly adopted House Bill 126, which changed sections to voluntary agriculture district ordinances. This legislation amended General Statute 106-740 and requires public hearings for condemnation and rezoning (added) of farmland. This new addition requires a public hearing if the local

government or a state agency initiate an action to either condemn farmland, or to rezone farmland. This statute also changed the procedural requirements allowing a board to have 45 days (previously 30) to hold the public hearing and submit its findings to the recommended agency and added that an agency shall not formally initiate a condemnation or rezoning until 120 days after the date the agricultural advisory board submits its findings to the agency. Staff has made the necessary changes to the Ordinance and attached a redlined and a clean copy. The Ordinance was presented to the Agricultural Advisory Board on February 18, 2026. If all Commissioners are in attendance and vote in favor, the Board can approve this updated Ordinance at this meeting, pursuant to NC General Statues 153A-45, otherwise the Ordinance will be brought back to the Board in April.

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2025

SESSION LAW 2025-12
HOUSE BILL 126

AN ACT TO AMEND THE LAWS GOVERNING VOLUNTARY AGRICULTURAL DISTRICTS TO ENHANCE PUBLIC PARTICIPATION AND THE DEVELOPMENT OF ALTERNATIVES FOR LAND USE DECISIONS IMPACTING LANDS IN SUCH DISTRICTS.

The General Assembly of North Carolina enacts:

SECTION 1. G.S. 106-740 reads as rewritten:

"**§ 106-740. Public hearings on condemnation and rezoning of farmland.**

An ordinance adopted under this Part or Part 3 of this Article ~~may~~ shall provide that no State or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying ~~farmland~~ farmland, or rezone such land, within a voluntary agricultural district under this Part or an enhanced voluntary agricultural district under Part 3 of this Article until such agency has requested the local agricultural advisory board established under G.S. 106-739 to hold a public hearing on the proposed ~~condemnation.~~condemnation or rezoning that conforms to the following requirements:

(1) Following a public hearing held pursuant to this section, the board shall prepare and submit written findings and a recommendation to the decision-making body of the agency proposing acquisition.

(2) The board designated to hold the hearing shall have ~~30~~ 45 days after receiving a request under this section to hold the public hearing and submit its findings and recommendations to the agency.

(3) The agency ~~may~~ shall not formally initiate a condemnation or rezoning action ~~while the proposed condemnation is properly before the advisory board within these time limitations.~~until 120 days after the date the local agricultural advisory board submits its findings and recommendations to the agency."

SECTION 2. This act is effective October 1, 2025, and applies to condemnation or rezoning actions initiated by any State or local public agency or governmental unit on or after that date.

In the General Assembly read three times and ratified this the 12th day of June, 2025.

s/ Rachel Hunt
President of the Senate

s/ Donna McDowell White
Presiding Officer of the House of Representatives

s/ Josh Stein
Governor

Approved 3:02 p.m. this 20th day of June, 2025

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.

- Conserves open space and natural resources as the county's population and development expand.
- Farmer participation in the program is voluntary. The farmer may terminate his/her participation in accordance with the terms of the VAD or EVAD Agreement.

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.

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

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 and Enhanced Voluntary Agricultural Districts and make decisions concerning the establishment and modification of Voluntary and Enhanced 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 or rezoning 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

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 for 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 acres of land for field crops or livestock or
  (c) 20 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.

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

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-C above:

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)

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.

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

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 AND REZONING 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 or to rezone such land 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 or rezoning according to the requirements of N.C.G.S. §106-740.

B. Procedure

Upon receiving a request to hold a hearing on the proposed condemnation or rezoning, 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 or rezoning, to be held within thirty (30) days of receipt of the request.

At the public hearing, the Agricultural Advisory Board shall 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. Whether the need for the project is in the best interest of the community.
4. 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.
5. The Board shall allow and consider public comments on the proposed action.

6. Within five (5) days after the hearing, the Agricultural Advisory Board must make a written report containing its findings and recommendations regarding the proposed action. The written report shall be made available to the public and shall be submitted to the agency proposing rezoning or acquisition by condemnation within five (5) days after the hearing. .
7. The total time for the notice, hearing and written report may not exceed 45 days from the date of receipt of the request.

C. Stay of rezoning or condemnation action

The State, local government agency or governmental unit initiating the action shall not formally initiate a rezoning or condemnation action until 120 days after the date the Agricultural Advisory Board submits its findings and recommendations to the Agency.

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.

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.

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.

Original Oridinance adopted 3 March 2025; Amended this the _____ day of _____, 202_6.

_____

Kirk D. Smith, Chairman
Lee County Board of Commissioners

ATTEST:

_____

Clerk to Board of Commissioners

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.

- Conserves open space and natural resources as the county's population and development expand.
- Farmer participation in the program is voluntary. The ~~and the~~ farmer may terminate his/her participation in accordance with the terms of the VAD or EVAD Agreement~~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.

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

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 and Enhanced Voluntary Agricultural Districts and make decisions concerning the establishment and modification of Voluntary and Enhanced 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 or rezoning 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

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 for 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 acres of land for field crops or livestock or
  (c) 20 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~~irse~~ 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.

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

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.

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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-C above:

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)

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.

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

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 AND REZONING 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 or to rezone such land 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~~.~~ or rezoning according to the requirements of N.C.G.S. §106-740.

B. Procedure

Upon receiving a request to hold a hearing on the proposed condemnation or rezoning, 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 or rezoning, to be held within thirty (30) days of receipt of the request.

At the public hearing, t~~T~~he 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.
~~2.~~3. Whether the need for the project is in the best interest of the community.
4. 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.
~~3.~~5. The Board shall allow and consider public comments on the proposed action.

6. Within five (5) days after the hearing, the Agricultural Advisory Board must~~shall~~ make a written report containing its findings and recommendations regarding the proposed action. The written report shall be made available to the public and shall be submitted to the agency proposing rezoning or acquisition by condemnation within five (5) days after the hearing. ~~for comment prior to its being conveyed to the decision-making body of the agency proposing the acquisition by condemnation~~.

~~4.~~7. The total time for the notice, hearing and written report may not exceed 45 days from the date of receipt of the request.

~~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 rezoning or condemnation action

The State, local government agency or governmental unit initiating the action ~~proposing to acquire property by condemnation may~~ shall not formally initiate a rezoning or condemnation action until 120 days after the date the Agricultural Advisory Board submits its findings and recommendations to the Agency~~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.

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.

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.

Original Oridinance a~~A~~dopted 3 March 2025; Amended this the _____ day of _____, 202_6.

_____

Kirk D. Smith, Chairman~~Chairperson~~
Lee County Board of Commissioners

ATTEST:

_____

Clerk to Board of Commissioners

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ITEM #: VI.D

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: Work Session Voting Protocol

DEPARTMENT: Administration

CONTACT PERSON: Lisa Minter, County Manager

TYPE: Action Item

REQUEST	Commissioner Samantha Martin requested the Board discuss voting at Board of Commissioner work sessions.
BUDGET IMPACT	N/A
ATTACHMENTS	
PRIOR BOARD ACTION	This was briefly discussed at the March 2, 2026 work session. Commissioner Martin asked that it be placed on the March 16, 2026 agenda for discussion.
RECOMMENDATION	Develop a consensus amongst the Board of Commissioners on voting at work sessions.

SUMMARY

Protocol for voting at the Board's work sessions was discussed at the March 2, 2026 work session. Commissioner Samantha Martin asked that the matter be discussed at the regular meeting on March 16, 2026.

ITEM #: VIII.A

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: Monthly Financial Reports

DEPARTMENT: Finance

CONTACT PERSON: Jen Waterhouse, Chief Financial Officer

TYPE: Information

REQUEST	Please review the attached reports.
BUDGET IMPACT	See below.
ATTACHMENTS	BOC Sales Tax Collections-December 2025.pdf BOC February 2026 Budget Report.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Please review the attached reports.

SUMMARY

February 2026 monthly financial reports are attached for review. At of the end of February, revenues were at 96.51% of the Ad Valorem budget. Several departments appear over the 66.6% expenditure target due to the inclusion of annual agreements and encumbrances. Excluding these timing-related items, the majority of departments would be within expected spending levels. The Medical Examiner budget increase request is submitted within the 03-16-26 budget amendment #10. Important to note, medical examiner fees are mandated by the state. The December 2025 Sales Tax Distribution Report is attached for reference. Sales tax collections for December exceeded the same period last fiscal year, reflecting growth of 11.97%. Please note that this report reflects a standard three-month reporting lag.

Lee County
Sales Tax Distribution
2025-2026

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-25	2,138,675.41	837,249.34	476,202.70	333,341.89	142,860.81	481,604.10	192,641.64	288,962.46	-	36,208.23	307,411.04
	Aug-25	2,152,436.00	847,445.89	474,850.87	332,395.61	142,455.26	484,724.69	193,889.88	290,834.81		36,208.23	309,206.32
	Sep-25	2,345,439.81	969,229.68	458,829.93	321,180.95	137,648.98	535,699.67	214,279.87	321,419.80		36,208.23	345,472.30
1st qtr totals		6,636,551.22	2,653,924.91	1,409,883.50	986,918.45	422,965.05	1,502,028.46	600,811.38	901,217.08	-	108,624.69	962,089.66
	Oct-25	2,172,282.92	862,459.30	467,446.48	327,212.54	140,233.94	491,271.03	196,508.41	294,762.62		36,208.23	314,897.88
	Nov-25	2,169,610.40	853,356.14	480,667.51	336,467.26	144,200.25	488,510.55	195,404.22	293,106.33		36,211.14	310,865.06
	Dec-25	2,262,624.39	885,159.20	511,423.46	357,996.42	153,427.04	508,988.20	203,595.28	305,392.92	-	36,211.14	320,842.39
2nd qtr totals		6,604,517.71	2,600,974.64	1,459,537.45	1,021,676.22	437,861.24	1,488,769.78	595,507.91	893,261.87	-	108,630.51	946,605.33
	Jan-26				-	-		-	-	-		
	Feb-26				-	-		-	-	-		
	Mar-26				-	-		-	-	-		
3rd qtr totals		-	-	-	-	-	-	-	-	-	-	-
	Apr-26				-	-		-	-	-		
	May-26				-	-		-	-			
	Jun-26				-	-		-	-	-		
4th qtr totals		-	-	-	-	-	-	-	-	-	-	-
Grand total		13,241,068.93	5,254,899.55	2,869,420.95	2,008,594.67	860,826.29	2,990,798.24	1,196,319.30	1,794,478.94	-	217,255.20	1,908,694.99
Budget			9,288,040.00	5,415,391.00	3,790,774.00	1,624,617.00	5,415,390.00	2,166,156.00	3,249,234.00	-	428,000.00	3,422,546.00
% of budget received			56.58%		52.99%	52.99%		55.23%	55.23%		50.76%	55.77%

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 25-26	**2,653,924.91**	862,459.30	853,356.14	885,159.20	**2,600,974.64**				**15.31%**
FY 24-25	**2,291,530.94**	791,375.10	763,555.32	710,854.47	**2,265,784.89**	**2,207,160.66**	**2,649,592.23**	**9,414,068.72**	**3.65%**
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%**

ARTICLES 40 & 42

FY 25-26	**2,911,911.96**	958,717.51	969,178.06	1,020,411.66	**2,948,307.23**				**8.99%**
FY 24-25	**2,637,890.08**	893,415.64	908,957.30	936,331.71	**2,738,704.65**	**2,535,566.65**	**2,943,638.07**	**10,855,799.45**	**3.92%**
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%**

ARTICLE 44

FY 25-26	**108,624.69**	36,208.23	36,211.14	36,211.14	**108,630.51**				**3.32%**
FY 24-25	**105,150.14**	35,049.94	35,040.94	35,041.17	**105,132.05**	**105,123.51**	**106,328.02**	**421,733.72**	**2.68%**
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%**

ARTICLE 46

FY 25-26	**962,089.66**	314,897.88	310,865.06	320,842.39	**946,605.33**				**13.52%**
FY 24-25	**841,071.39**	290,378.70	281,263.72	268,718.38	**840,360.80**	**804,848.26**	**963,517.98**	**3,449,798.43**	**4.10%**
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%**

TOTAL

FY 25-26	**6,636,551.22**	2,172,282.92	2,169,610.40	2,262,624.39	**6,604,517.71**	**-**	**-**	**13,241,068.93**	**11.97%**
FY 24-25	**5,875,642.55**	2,010,219.38	1,988,817.28	1,950,945.73	**5,949,982.39**	**5,652,699.08**	**6,663,076.30**	**24,141,400.32**	**3.82%**
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%**

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 25-26	**4,294,426.04**	1,402,984.47	1,399,235.87	1,458,956.14	**4,261,176.48**	**-**	**-**	**8,555,602.52**	**12.59%**
FY 24-25	**3,784,516.81**	1,296,959.06	1,277,398.69	1,239,814.51	**3,814,172.26**	**3,641,615.66**	**4,310,407.99**	**15,550,712.72**	**4.44%**
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%**

ARTICLES 40 & 42

FY 25-26	**4,008,922.30**	1,319,897.04	1,334,298.41	1,404,833.35	**4,059,028.80**	**-**	**-**	**8,067,951.10**	**8.88%**
FY 24-25	**3,635,550.10**	1,231,308.82	1,252,728.39	1,290,455.91	**3,774,493.12**	**3,494,527.57**	**4,054,017.41**	**14,958,588.20**	**4.44%**
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%**

ARTICLE 44

FY 25-26	**149,547.09**	49,849.03	49,853.03	49,853.03	**149,555.09**	**-**	**-**	**299,102.18**	**3.21%**
FY 24-25	**144,918.31**	48,305.96	48,293.54	48,293.86	**144,893.36**	**131,628.89**	**146,436.75**	**567,877.31**	**0.84%**
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%**

ARTICLE 46

FY 25-26	**962,089.66**	314,897.88	310,865.06	320,842.39	**946,605.33**	**-**	**-**	**1,908,694.99**	**13.52%**
FY 24-25	**841,071.39**	290,378.70	281,263.72	268,718.38	**840,360.80**	**804,848.26**	**963,517.98**	**3,449,798.43**	**4.10%**
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%**

TOTAL

FY 25-26	**9,414,985.09**	3,087,628.42	3,094,252.37	3,234,484.91	**9,416,365.70**	**-**	**-**	**18,831,350.79**	**10.90%**
FY 24-25	**8,406,056.61**	2,866,952.54	2,859,684.34	2,847,282.66	**8,573,919.54**	**8,072,620.38**	**9,474,380.13**	**34,526,976.66**	**4.34%**
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%**

Lee County
Monthly Financial Report
For the Month Ended
February 28, 2026

	For the year ending June 30, 2025				For the year ending June 30, 2026				
	24-25 Budget	YTD Thru 2/28/25	February 2025	% Used	25-26 Budget	YTD Thru 2/28/26	February 2026	Encumbrances	% Used
General Fund									
Revenues									
Ad Valorem Taxes	61,501,965	60,565,230.80	1,239,141.33	98.48%	65,026,189	62,757,597.58	1,205,945.56	-	96.51%
Local Option Sales Taxes	24,412,516	9,874,679.21	1,988,817.28	40.45%	25,372,363	10,978,444.54	2,169,610.40	-	43.27%
Other Taxes and Licenses	768,800	625,431.57	61,197.61	81.35%	844,000	562,508.11	36,698.33	-	66.65%
Unrestricted Intergovernmental	186,645	59,207.45	-	31.72%	75,000	-	-	-	0.00%
Restricted Intergovernmental	12,485,536	5,370,548.44	894,578.77	43.01%	12,165,631	6,946,481.41	856,722.47	-	57.10%
Permits and Fees	373,132	214,711.73	26,602.26	57.54%	339,049	222,374.05	22,595.45	-	65.59%
Sales and Services	4,717,322	2,403,254.80	260,564.92	50.95%	5,716,570	2,967,244.21	539,441.70	-	51.91%
Investment Earnings	1,250,000	1,108,269.52	181,102.78	88.66%	1,500,000	881,988.72	187,202.92	-	58.80%
Miscellaneous	305,080	313,150.61	59,674.20	102.65%	573,280	341,969.23	117,479.72	-	59.65%
Total Revenues	106,000,996	80,534,484.13	4,711,679.15	75.98%	111,612,082	85,658,607.85	5,135,696.55	-	76.75%
Expenditures									
General Government									
Governing Body	255,164	159,890.24	12,972.09	62.66%	280,198	157,429.94	11,258.92	26,499.63	65.64%
Administration	1,092,460	691,509.75	73,714.30	63.30%	1,212,743	770,240.19	85,370.21	11,037.76	64.42%
Human Resources	964,658	584,378.17	62,447.24	60.58%	988,920	591,488.29	64,593.11	62,179.98	66.10%
Finance	814,841	540,737.97	51,547.52	66.36%	911,360	553,884.81	57,574.17	1,900.00	60.98%
Internal Services	700,266	415,150.98	49,465.62	59.28%	771,792	893,434.34	138,783.31	23,995.96	118.87%
Tax Administration	2,321,939	1,419,056.47	259,432.02	61.12%	2,457,018	1,483,727.03	150,760.06	204,844.53	68.72%
Strategic Services	710,922	461,937.82	49,012.64	64.98%	638,593	421,552.31	33,965.22	1,139.50	66.19%
County Attorney	719,873	424,932.54	47,055.99	59.03%	724,977	439,752.37	45,183.28	10,438.80	62.10%
Community Support Services	723,453	169,053.28	36,610.16	N/A	719,138	229,166.03	31,358.93	6,941.38	32.83%
Court Facilities	13,952	2,006.80	123.79	14.38%	13,952	3,217.22	2,114.74	-	23.06%
Elections	832,345	574,422.76	35,783.27	69.01%	961,008	416,663.47	48,830.33	25,570.14	46.02%
Register of Deeds	567,627	331,502.69	37,840.30	58.40%	590,057	360,258.54	35,875.32	20,984.45	64.61%
IT	2,286,075	1,608,466.54	92,598.39	70.36%	2,426,748	1,742,825.16	143,383.40	41,950.16	73.55%
General Services	8,504,010	3,972,472.49	305,942.91	46.71%	8,190,004	3,734,004.17	437,928.56	1,678,751.52	66.09%
Buggy Building	398,777	76,223.20	1,964.39	N/A	715,030	213,686.73	120,900.97	65,271.28	39.01%
Total	20,906,362	11,431,741.70	1,116,510.63	54.68%	21,601,538	12,011,330.60	1,407,880.53	2,181,505.09	65.70%
Public Safety									
Sheriff	12,511,291	8,460,470.25	834,488.08	67.62%	13,264,238	8,758,225.46	857,294.63	165,496.53	67.28%
Jail	3,926,899	2,319,260.25	230,801.84	59.06%	4,050,288	2,414,465.63	306,927.89	479,796.36	71.46%
911 Communications	532,891	355,260.64	44,407.58	66.67%	569,183	379,455.36	47,431.92	-	66.67%
State Fire Control Contribution	129,497	67,681.67	11,512.43	52.27%	144,227	67,173.53	11,183.93	77,053.47	100.00%
Medical Examiner	90,000	21,250.00	1,200.00	23.61%	70,000	99,950.00	11,475.00	-	142.79%
Juvenile Detention	211,200	-	-	0.00%	181,200	51,600.00	19,050.00	-	28.48%
Emergency Medical Services	1,042,256	694,837.36	86,854.67	66.67%	1,104,794	736,529.36	92,066.17	-	66.67%
Emergency Services	651,533	395,411.78	53,756.80	60.69%	786,549	412,090.59	42,725.17	25,706.94	55.66%
Fire Marshal	504,348	263,294.84	28,068.20	52.20%	503,866	283,327.80	32,433.73	7,047.00	57.63%
Total	19,599,915	12,577,466.79	1,291,089.60	64.17%	20,674,345	13,202,817.73	1,420,588.44	755,100.30	67.51%

Lee County
Monthly Financial Report
For the Month Ended
February 28, 2026

	For the year ending June 30, 2025				For the year ending June 30, 2026				
	24-25 Budget	YTD Thru 2/28/25	February 2025	% Used	25-26 Budget	YTD Thru 2/28/26	February 2026	Encumbrances	% Used
Economic/Physical Development									
Planning	746,592	559,944.00	-	75.00%	1,743,601	701,450.75	-	-	40.23%
Economic Development	1,896,180	484,959.44	24,250.36	25.58%	1,508,074	306,852.80	304.59	-	20.35%
Cooperative Extension	502,749	286,440.70	83,821.45	56.97%	448,179	244,732.94	34,003.23	689.31	54.76%
Conservation	168,965	106,922.41	11,798.49	63.28%	176,924	111,169.67	12,717.52	-	62.83%
Total	3,314,486	1,438,266.55	119,870.30	43.39%	3,876,778	1,364,206.16	47,025.34	689.31	35.21%
Health and Welfare									
Health Department	6,064,088	3,409,442.25	360,704.51	56.22%	6,110,391	3,486,364.70	389,574.36	268,716.21	61.45%
Mental Health	240,000	160,000.00	20,000.00	66.67%	240,000	160,000.00	20,000.00	-	66.67%
Social Services-Admin	10,321,880	6,099,460.10	648,425.48	59.09%	10,864,928	6,543,642.28	694,620.06	72,715.60	60.90%
Social Services-Programs	916,566	348,842.08	773.04	38.06%	1,048,225	417,552.74	56,238.45	36,937.86	43.36%
Human Services Nonprofits	45,000	20,344.61	5,566.58	45.21%	25,000	13,470.88	5,708.25	-	53.88%
Human Services - Revenue Loss	-	-	-	N/A	-	-	-	-	N/A
Human Services - State Grants	1	(346,054.69)	(143,405.24)	N/A	18,289	-	-	-	N/A
Senior Services - Transportation	2,320,430	1,019,379.86	86,927.57	43.93%	3,243,402	1,219,905.55	110,778.23	331,690.62	47.84%
Senior Services - General	1,596,155	917,459.28	95,749.02	57.48%	1,687,964	928,802.26	101,698.98	71,659.93	59.27%
JCPC	205,084	133,167.20	16,929.00	64.93%	205,084	135,124.00	16,666.00	69,156.00	99.61%
Emergency and Contingency	45,000.00	-	-	0.00%	45,000.00	-	-	-	0.00%
Total	21,754,204	11,762,040.69	1,091,669.96	54.07%	23,488,283	12,904,862.41	1,395,284.33	850,876.22	58.56%
Education									
School Current Expense	21,507,824	14,338,549.36	1,792,318.67	66.67%	23,203,816	14,903,865.00	1,863,237.77	-	64.23%
School Capital Outlay	3,447,461	1,826,101.64	662,818.33	52.97%	2,774,000	2,834,097.00	174,083.34	-	102.17%
CCCC Current Expense & Civic Ctr.	3,864,930	2,576,619.94	322,077.49	66.67%	3,971,330	2,647,554.00	330,944.15	-	66.67%
CCCC Special Appropriation	250,000	40,480.75	-	16.19%	250,000	61,988.00	-	-	24.80%
CCCC Eugene Moore Center	718,745	479,163.36	59,895.42	N/A	754,682	503,121.00	62,890.17	-	66.67%
CCCC Capital Outlay	150,000	100,000.00	12,500.00	66.67%	296,000	197,333.00	24,666.67	-	66.67%
Total	29,938,960	19,360,915.05	2,849,609.91	64.67%	31,249,828	21,147,958.00	2,455,822.10	-	67.67%
Cultural and Recreational								-	
Libraries	1,361,750	829,599.05	95,737.47	60.92%	1,832,572	1,003,002.76	122,571.13	25,293.04	56.11%
Library - Grants	41,185	10,661.98	899.93	N/A	28,972	48.00	-	5,938.01	20.66%
Parks and Recreation	2,746,600	1,628,816.43	177,050.63	59.30%	3,203,753	1,733,478.84	194,895.52	69,716.80	56.28%
Nonprofits	10,000	7,500.00	-	75.00%	7,500	-	-	-	0.00%
Total	4,159,535	2,476,577.46	273,688.03	59.54%	5,072,797	2,736,529.60	317,466.65	100,947.85	55.94%
Debt Service	15,649,895	4,635,988.53	75,520.83	29.62%	16,762,241	7,248,162.11	75,520.83	-	43.24%
Total Expenditures	115,323,357	63,682,996.77	6,817,959.26	55.22%	122,725,810	70,615,866.61	7,119,588.22	3,889,118.77	60.71%

Lee County
Monthly Financial Report
For the Month Ended
February 28, 2026

	For the year ending June 30, 2025				For the year ending June 30, 2026				
	24-25 Budget	YTD Thru 2/28/25	February 2025	% Used	25-26 Budget	YTD Thru 2/28/26	February 2026	Encumbrances	% Used
Revenues Over (Under) Expenditures	(9,322,361)	16,851,487.36	(2,106,280.11)	N/A	(11,113,728)	15,042,741.24	(1,983,891.67)	N/A	N/A
Other Financing Sources (Uses):									
Transfers From Other Funds	1,787,315		-	0.00%	3,741,769	-	-	-	0.00%
Transfers to Other Funds	(1,814,980)			0.00%	(3,498,650)	(957,650.00)	-	-	27.37%
Total Other Financing Sources (Uses)	(27,665)	-	-	0.00%	243,119	(957,650.00)	-	-	N/A
Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing (Uses)				N/A	(10,870,609)	14,085,091.24	(1,983,891.67)	N/A	N/A
Appropriated Fund Balance	9,350,026	-	-	0.00%	10,870,609	-	-	-	0.00%
Revenues, Other Financing Sources and Appropriated Fund Balance Over (Under) Expenditures and Other Financing Uses	9,350,026	-	-	N/A	-	14,085,091.24	(1,983,891.67)	N/A	N/A

ITEM #: VIII.B

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 16, 2026

SUBJECT: County Manager's Monthly Report

DEPARTMENT: Administration

CONTACT PERSON: Lisa Minter, County Manager

TYPE: Information

REQUEST	Informational
BUDGET IMPACT	N/A
ATTACHMENTS	County Managers Report - 03-16-26.pdf 250th Committee Meeting Minutes_4 March 2026.pdf Library_26.3.18 LCL Board Meeting Agenda.pdf Library_2026_February_Library_Director_Report.pdf PERMIT ISSUANCE REPORT- FEBUARY 2026.pdf Tax_Monthly Managers Report February 2026.pdf TRC Agenda_March 2026.pdf CHSAB minutes 01-21-2026.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Informational

SUMMARY

County Manager Lisa Minter will provide a monthly report for the month of February 2026 to include updates on projects, department reports, and upcoming dates for the Board of Commissioners.

County Manager's Report – March 16, 2026

Ongoing Projects

Library Building Project – Construction is wrapping up and punch list development is starting. AV (Audio Visual) installation of cables is wrapping up with the equipment install planned by the end of March. TCO (temporary certificate of occupancy) is planned for March 13, 2026. This will allow occupancy of the building and FFE (furniture, fixtures, and equipment) installation and setup to support the collection move from the existing library to the new building.

Based on the project's current status, staff is planning for a soft opening at the end of April and a **Grand Opening on May 2, 2026 (Saturday)**.

PCOS: To be covered with contingency and allowances within the original Contract with the General Contractor (SAMET/SANFORD Contractors Joint Venture)

- **PCO-021** – North Exterior Roof Gutter, added over staff entrance area = $13,286.00
- **PCO-026** – Increased Soffit at Roof Gutter = $17,164.00
- **PCO-028** – Insulation in Exterior Soffit = $12,410.00
- **PCO-034** – Added Louver at Maker Space = $3,613.00
- **PCO-036** – ADA Curb Ramp on sidewalk and carpet height adjust = $10,565.49
- **PCO-038** – Scaffold rental = $5,541.92
- **PCO-039** – 3 Camera Poles at parking lot = $6,474.44
- **PCO-040** – Remove Existing Curb Ramp and relocate cross entrance to the east = $6,334.86
- **PCO-041** – RFID Conduit install = $6,671.49
- **PCO-042** – Bi-Directional Amplification (BDA) Survey = $2,675.00
- **PCO-044** – Credit for Storefront Window = (-$10,003.84)
- **PCO-045** – Storefront Hardware Changes = $10,531.04
- **PCO-046** – Children's Play Yard, additional rubber play surface, and additional concrete sidewalk = $17,210.92 (Contribution to support this addition from FOL)
- **PCO-047** – Wireless Access Points Allowance, credit from GMP to cover installation by Vigil Networks = (-$15,000)
- **PCO-048** – Parking Lot Striping and Signage Update = $2,721.57
- **PCO-049** – Corner Guards for Interior Drywall Protection = $2,659.33
- **PCO-053** – Added Main Entry Sign Support, for main sign on front of building = $17,069.95

Historic Courthouse Project – Construction work under the Grant is complete. The project has finished just under budget. The remaining funds will be used to make repairs to six window lintels. The masonry contractor that has performed previous work on the building and has experience with historic building rehabilitation will be used to perform this work. The sole source form was approved by the Board on February 16, 2026.

General Services Expansion – Moseley Design firm continues to work on the design and construction documents as the schematic design phase continues. Geotechnical exploration (soil borings) has been completed and is awaiting completion of the report to confirm suitable soils to support new construction.

COKE Warehouse Renovation – The feasibility study and existing conditions contract and agreement for $49,500 has been signed by the County Manager to allow SUMMIT Design and

Engineering Services to start full evaluation of the site, study of potential County departments that can best utilize the site in addition to COLTS and Veterans Services, and provide a conceptual design plan that will be further developed once the scope of construction plans and renovations is determined. Lee County will continue working on a larger proposal for the full design and construction administration once the first phase is complete.

COLTS – COLTS, along with City Planning, recently provided a presentation at the "National Smart Cities Connect Conference: The Future of Public Microtransit Systems: Service Design, Demand Management, and AI for Better Outcomes" to discuss the recent success of Buzzline as a national model for the future of public transit.

Reports

250th Committee – The March 4, 2026 250th Committee meeting minutes is attached.

Tax – The Tax Department Collections report for February 2026 is attached.

Building Inspections – Attached is the monthly inspections report for February 2026.

TRC – The TRC Agenda for March 2026 is attached.

Library Board of Trustees – The agenda for the March 18, 2026 Board of Trustees Meeting and Library Director's Report for February are attached.

Parks and Recreation – The Parks and Recreation Advisory Board did not make quorum at its February 23, 2026 meeting. Their next meeting is scheduled for March 23, 2026.

Consolidated Human Services Agency – The next Consolidated Human Services Agency Board meeting is scheduled for Wednesday, March 18, 2026 at 7:00 p.m. Signed minutes from the January 21, 2026 meeting are attached.

Upcoming Meetings/Events:

March 25, 2026 – Farmers' Marketplace Ribbon Cutting – 157 Charlotte Ave – 3:00 P.M.

April 3, 2026 – Lee County Offices closed in observance of Good Friday

April 6, 2026 – Commissioners Work Session – McSwain Center – 6:00 P.M.

April 20, 2026 – Commissioners Meeting – Civic Center – 6:00 P.M.

April 29, 2026 – Lee County Service Awards (RSVP Required) - McSwain Center - 12:00 P.M.

May 2, 2026 – Lee County Library Main Branch Grand Opening (details to come)

May 4, 2026 – Commissioners Work Session – McSwain Center – 6:00 P.M.

May 18, 2026 – Commissioners Meeting – Civic Center – 6:00 P.M.

May 25, 2026 – Lee County Offices closed in observance of Memorial Day

Lee County 250th Committee Minutes
4 March 2026, 6:00 PM
Lee County Library

Committee Purpose Statement: Using the assets within the Town of Broadway, City of Sanford, and Lee County, we set out to plan and execute the 250th Anniversary (Sesquicentennial) Celebration of the Declaration of Independence. This committee is a non-Partisan group of volunteers established by the Lee County Board of Commissioners, dedicated to compiling, coordinating, and promoting the activities our communities will host in this celebratory year.

1. Sign-in:

Attending:	**Absent:**
Kirk D. Smith	Donald Andrews
Evelyn Monjar	Bianka Stumpf
Carolyn Comfort	Eric Davidson
Stacy Nooning	Rebecca Salmon
Hunter Randolph	Wendy Bryan
Kathleen Munn	
Marsha Hanna	
Beth List	
Whitney Parrish	

2. Introduction: Evelyn Monjar Asst. Principal Deep River School (Attending for Eric Davidson)

3. Discussion: February 17th, 2026 Zoom Minutes from NC250th Committee – Emailed Copy to Evelyn Monjar,

4. America 250 Event Calendar Entries:

A. Private Grady Chapter Daughters of the American Revolution and local Participants in the First in Freedom Festival – Moore's Creek Bridge National Battlefield, Currie, North Carolina – February 26th – February 28th 10:00 AM – 4:00 PM. Attending for Lee County: Ann Yamrus, Carolyn Comfort, Stacy Nooning, Ronald Hewitt, Emily Hewitt, Jean Smyth, Marsha Hanna, Bonnie Siegner, Andy Siegner, and Gracie Hamilton. Kirk D. Smith was part of the volunteer Scottish Highland Loyalist Group. Note: the Halifax Resolves will feature the actual documents from the National Archives during the 250th celebration of the Halifax Resolves:

https://events.dncr.nc.gov/event/prelude-to-revolution-halifax-resolves-days-8330

B. Veterans Council – hosted by the US Marine Corps League 4th of July 2026 Event at the North Carolina Veterans Memorial, Broadway, NC (10:00-10:30 AM, participants with Music/Speaker/Color Guard/Daughters of the American Revolution and program coordinating with the Town of Broadway.) The DAR will be presenting a Patriotic Quilt to a deserving Veteran at the NC Veterans Ceremony in Broadway.

C. **City of Sanford** - "Red, White, and Blue Bash" Celebration July 4th, 2026, at 5:00 PM at Kiwanis Family Park – Join us for a fun-filled evening at the "Red, White, and Blue Bash" as we celebrate Independence Day in Style! Enjoy live performances by incredible bands, indulge in a variety of tasty treats from local food trucks, and wrap up the night with a breathtaking firework show. It's an event for all ages, perfect for making memories with family and friends as we come together to honor freedom and enjoy the summer night. Wendy Bryan noted the City of Sanford Celebration is posted on the NC 250th calendar and North Carolina Tripping.

D. **Daughters of the American Revolution** – Honoring Pvt. Gaster's grave with a DAR Marker at the Lee County Courthouse Grounds– Read to the Committee the County Resolution Passed by the Lee County Board of Commissioners Meeting last 16 February 2026 6:00 PM at the Denis Wicker Civic Center / pending approval from the National DAR

E. **Sanford Parks and Recreation**: See Note on the July 4th celebration

F. **"Beyond the Liberty Tree Planting"** We received the Acceptance Letter for our Nomination from the NC 250th Buncombe County Committee, scheduled for September 17, 2026 (Constitution Day). Staff visited and selected the best site with guidance from Cooperative Extension Horticulturalist Amanda Bratcher. The White Oak tree dedicated will be a tree purchased by the County. The Committee formally accepted the $250 Check from the John Grady Chapter of the Daughters of the American Revolution. The Plaque will read: ***Donated by Private John Grady Chapter, NSDAR Sanford, North Carolina*** (Note: Letter and Check sent to the Friends of the Western North Carolina Museum 6 March 2026)

G. **Broadway Town Activities** – Our Way Festival discussed an events table/booth for the 250th Committee to promote activities throughout the year. Confirmed the State 250th Trailer would not be available, according to Dan Brosz the Project Coordinator America 250 NC – According to Mayor Andrews, the Town's 4th of July events will be coordinated with the Veterans Council Activities this coming week. Commissioner Wendy Bryan mentioned the Broadway Baseball League is planning a typically American baseball game on the 4th at Lett Family Park working with the Lee County Parks and Recreation. Beth List mentioned that the Broadway Library will be open for the Broadway Our Way Festival. It was recommended that the County booths be together in front of the library to highlight the America 250 activities coming soon.

H. **Library Events** - Backpack activities focused on the 250th Anniversary of the Declaration of Independence, Hunter Randolph presented a newly acquired NC 250th Book packet from the State including books and 18th Century games; The Library will host a traveling display at our new building "Making Our Voices Heard, North Carolina Fighting for Civil Rights" September 1, 2026 – October 29, 2026; The Book Club will have activities involving the 250th Celebration.

- The Lee County Libraries Local History Club, which meets on the 1st Tuesday of each month at 6:00 PM, has planned events from February through June 2026.
- Tuesday, February 3rd @ 6:00 PM - Preserving Family Treasures - A workshop with Archivists from the State Archives of NC.
- Tuesday, March 3rd @ 6:00 PM - Saying Goodbye - A history of the Suzanne Reeves Library, 1979-2026.
- Tuesday, April 7th @ 6:00 PM - All Aboard - A history of Sanford's Passenger Depot (Meet at the Sanford Depot).
- Tuesday, May 5th @ 6:00 PM - Farm Edition - A history of agriculture in Lee County (Meet at the new Pilgrim's Sanford Agricultural Marketplace).
- Tuesday, June 2nd @ 6:00 PM - Untitled presentation by historian from the House in the Horseshoe State Historic Site.
- Beyond the Liberty Tree Planting Ceremony, 17 September 2026, 10:00 AM
- October 4-10th – National Newspaper Celebration

9. Historic Railroad House/Historical Society – The Railroad House will piggyback on the scheduled festivities with the Downtown Sanford, Inc. /Farmers Market providing historical displays.

10. Pilgrim's Pride Farmer's Market Place: Theme throughout the year (Meredith Farve) In May with the Lee County Library History Club will feature "History of Agriculture in Lee County" at the new Agricultural Marketplace. We discussed the placing of the Jefferson Elm at the Agricultural Marketplace as suggested by Horticulturalist Amanda Bratcher – does not conflict with the current landscaping plans nor in the flood plain. Ribbon Cutting Scheduled for 3:00 PM on 25 March 2026 with the first Saturday in April is the formal opening of the Farmers Market

11.Lee County 4-H Club Events: (Lee County Young Commissioners and Lee County Youth Council)

12. Lee County School Programs: The NC Department of Public Instruction provided grant funding for schools to participate in field trips to Revolutionary War historic sites. According to the highlighted map of North Carolina - Lee County schools did not participate. Discussed the probability of the information being lost in the school network. Carolyn Comfort suggested the Schools consider a Field Trip to the Harnett County Charters of Freedom display and visit the nearby Veteran's Park

13. Temple Theater Programs and events – Bianca Stumpf reported that Peggy Taphorn formally announces their season in March; Temple Theater is featuring the *"1776: An American Musical"* September 10-17, 2026 / October *"Red, White, & Blue Tuna Show"* / December Season *"White Christmas"* a WW II themed presentation will run December 3 – December 20, 2026. Wendy Bryan noted the 1776 An American Musical is posted on the NC 250th calendar and North Carolina Tripping.

14. Lee County Parks and Recreation: The City of Sanford is working in conjunction with County Parks and Recreation for the "Red, White, and Blue Bash" Celebration at Kiwanis Family Park

15. Downtown Sanford: DSI is planning a Historic Walking Tour of Downtown Sanford with permanent signage. Hunter Randolph and the Lee County Libraries are collaborating with Kelli Laudate at DSI to help provide historic images and context. Emphasized the Street Murial Tour. Commissioner Wendy Bryan proposed to the Committee a "scavenger hunt" featuring an engraved/carved flag/Lee County 250th Logo each month through 2026. She reflected on the Sanford 150th Celebration Coin "scavenger hunt" that Kelly Miller conducted. Also mentioned that people were stalking her to find the next location of coin placement. We discussed having different members of the committee placing the plaque each month. Wendy stated the cost was $40 per plaque and as the plaque is not for sale, the County Copyrighted Logo would be allowed (County Attorney Whitney Parrish confirmed) Hunter Randolph presented a sign of the Sanford Depot Building currently before the City Preservation Commission for their approval. Visit Sanford is working on the engraved flag "scavenger hunt" also they are working on the 2026 Historical Christmas Tree Ornament

16 - Lee County Agricultural Fair: Semi-quincentennial theme – "From Fields to Freedom" Pam Kerley with Cooperative Extension will oversee the educational booths emphasizing the 250th Anniversary Theme "From Farms to Freedom." They may have 18 booths focused on the 250th Anniversary. If our committee wishes to man a booth in the Commercial Building contact: Crystal Stubits (ffwife_680@yahoo.com) is the contact for a booth.

17 - Community Orchestra programs – Marsha Hanna – May 16, 2026, 7:30 PM First Performance theme "Landscapes Eternal" featuring visuals of American landscapes second performance May 17 3:00 PM at the Mann Center (Not officially recognizing as a 250th themed performance). The Orchestra will feature America 250th at their opening concert this fall.

18 - Brush and Palette Art projects: According to Julieanne Robinson, they may consider a Fall Show.

19 - Central Carolina Community College – CCCC will feature Fall Lecture series and film series Civic Center Auditorium / "Red Clay Review" submissions for the student publication. CCCC and Library are working on a joint writing contest for 4th Grade STEM - open to all three county campuses with a winner in each county.

20 – The Lee County Enrichment Center: Featuring video *"Colonial America: From Wilderness to Civilization.*" This three-Week Video Course:

Week 1 – Wednesday, May 6, 2026, 2:00 – 4:00 PM *"A City Upon a Hill"* and *"Forging the American Character."*

Week 2 – Wednesday, May 13, 2026, 2:00 – 4:00 PM *"Nature and Liberty,"* and *"Frontier Wars."*

Week 3 – Wednesday, May 20, 2026, 2:00 – 4:00 PM *"Awakening a People,"* and *"The French and Indian War."*

There is no age limit, but seating is limited. ***Please call: Holly Hight 919-776-0501 extension 2203 - to sign up in advance***

Sanford Steps Out – the Senior Edition presents 250th Anniversary National Parks – Virtual walking challenge – 3rd Tuesday of the month February 17th at 10:45 in the Grand Hall

E. ADJOURMENT: 6:45 pm

F. Next Meeting: 1 April 2026 6:00 PM Library Need to confirm as the Library is moving starting late March.

Lee County Libraries

PROPOSED Meeting Agenda of the Lee County Libraries Board of Trustees

DATE: Wednesday, March 18, 2026
TIME: 5:30 PM
LOCATION: Main Library Auditorium @ 107 Hawkins Ave., Sanford

I. Call to Order
II. Roll Call
III. Additions to the Current Agenda
IV. Adoption of Current Agenda
V. Approval of Previous Meeting Minutes from 1/14/26
VI. Library Board Comments
VII. Public Comments
VIII. Library Director Report
    a. See attached
IX. Old Business
    a. Meeting & Study Room Policy for New Library Review
X. New Business
    a. Yearly: Review Circulation Policy

    b. Yearly: Fines and Fees Schedule recommendation
    c. Yearly: Review outgoing Trustees, begin soliciting potential trustees for any position not anticipated to be filled in July
        i. Cathy Griffith – exp. June 2026
XI. Other Business
    a. New Library Updates
    b. Friends of the Library Updates
XII. Adjournment

Important Upcoming Dates:

- *The Main Library will close to the public at 5 PM on Saturday, March 28th.*
- *The move into the new library will take place 5/30/26 -4/17/26*
- *The new Main Library will soft open on 4/20/26*
- *The Grand Opening is scheduled for Saturday, 5/2/26*
- *The Broadway Branch will adhere to regular operating hours during the Main Library closure.*
- *The Libraries will be closed Monday, January 19th in honor of Dr. Martin Luther King, Jr. Day*
- *The next LCL Board Meeting will be held at the new Main Library in the Multi-purpose Room on Wednesday, May 13th, 2026 at 5:30 PM*

REPORT OF LIBRARY ACTIVITY
MONTH OF: February 2026
Respectfully submitted by: Beth List, Library Director
Report Date: Monday, March 6th, 2026

Useful Stats	JANUARY 2025	JANUARY 2026	FEBRUARY 2025	FEBRUARY 2026
Circulations:	11,454	11,645	11,196	10,490
Public Computer Uses:	752	1,500* est – server crash	731	1,505
Main Door Count:	5,987	5,545	5,648	5,859
Broadway Door Count:	198	462	179	512
Curbside Pick-Ups:	48	33	31	34
Libchat Sessions:	34	18	23	24
e-Inc Check Outs:	2,862	3,222	2,262	2,807
NC Kids & NC Kids Level Up Check Outs:	849	510	1,029	UNK at time of report
Website Views:	5,189	5,623	4,577	5,030
WiFi Use:	1,446	1,197	1,429	1,023

Other: Facebook Followers: 4,093 | Instagram Followers: 1,526 | YouTube subscribers: 665

Children's Programming

- In-Person Story Times:
    - Babies Story Time at Main: Wednesdays at 10 AM
    - Toddler Story Time at Main: Wednesdays at 10:45 AM
    - Family Story Time at Main: Thursdays at 10 AM
    - Family Story Time at Main: 4th Saturday of month at 10 AM
    - Babies Story Time at Broadway: Fridays at 10 AM
    - Toddler Story Time at Broadway: Fridays at 10:45 AM

Each week our Story Times have a special theme, and participants learn a new Spanish and ASL word, as well as the letter for the week.

***Babies Story Time Themes:** Week 1: "Wetlands"; Week 2: "Olympics; Week 3: "Iditarod; Week 4: "Ramadan"

***Toddler Story Time Themes:** Week 1: "Our Wonderful Wetlands w/craft"; Week 2: "Sports and Stories w/ play"; Week 3: "Mush and Read w/STEAM"; Week 4: "Reading About Ramadan"

***Family Story Time Themes:** Week 1: "Our Wonderful Wetlands w/craft"; Week 2: "Sports and Stories w/ play"; Week 3: "Mush and Read w/STEAM"; Week 4: "Reading About Ramadan"

***Monthly Saturday Story Time:** Offered on the 4th Saturday of the month at 10 AM at the Main library. "Protecting the Polar Bears Story Time"

- **LCL Lego Masters:** Offered the 4th Saturday of the month between 1 PM - 2:30 PM, Attendees of all ages can come and free build. There are idea cards they can use. All creations are photographed and displayed behind the children's desk for the month.
- **LCL Science Explorers:** Science program ideal for elementary age children offered monthly on the 4th Saturday at 11 AM. Every other month we partner with graduate students from UNC Chapel Hill to assist with the program. This month's theme was Bird Houses Around the World – Participants learned about unique birdhouses before building and painting their own birdhouse.
- **LCL STEAM Club:** Typically meets on the 4th Tuesday of the month from 4:30 - 6pm at the Main library. The club is geared toward older elementary and middle school students and is in partnership with w/Lee County 4-H Club. This month's topic was "Wind Turbines: Design and Efficiency." Participants designed a sailboat and a pinwheel, tested their designs to achieve 3 parameters and adjusted their design. They discussed drag, friction, and air speeds.
- **LCL Crafty Creators**: program for ages 5-12 on the 4th Friday of the month at 3:30 PM at the Main Library and offered on the 4th Saturday of the month at 2 PM at Broadway. This month's topic was: "Rollin' with my Pangolins." Participants shared knowledge of pangolins, learned facts about the 8 species of pangolin, listened to the book, *I Am Not a Penguin: A Pangolin's Lament* by Liz Wong, and created a rolling pangolin paper craft.
- **Books and Blocks: A Lego Book Club** – offered on the 2nd Monday of the month between 6 PM – 7 PM. This is a new program designed for youth between the ages of 7 – 14. Book Title:" Togo" by Kate Klimo. Participants check out a pre-selected book to read over the course of the month. They use information from that book to develop a Lego character or scene at the following month's program and discuss it.
- **LCL Inbe-TWEEN-ers:** Offered the 1st and 3rd Mondays from 4:30PM – 5:30 PM each month. This is a new program designed for youth between the ages of 10 – 13. Each week has a different theme/topic ranging from crafts, drawing, games, Legos and more. Youth participate in activities and socialize. Week 1 – NONE – CANCELLED DUE TO WINTER WEATHER Week 3 – Pipe Cleaner Ninjas.
- **NEW! LCL Pokémon Club: Starters:** offered on the 1st Wednesday of the month from 3:30-4:30 PM. Starters is the ultimate hangout for Pokémon fans ages 5 - 9. Participants can battle, watch, discuss, craft, and draw all things Pokémon, allowing them to test their strategy, have some fun, and meet other players who love collecting and competing. This month, participants learned how to play the Battle Academy, had opportunities to draw, journal, trade cards, color pictures, and make an origami Pokémon character.
- **SPECIAL EVENT: Read for the Record Story Time and Craft:** Thursday, February 26th 10:45 – 11:30 – Participants listened to and discussed vocabulary in the book See Marcus Grow by Marcus Bridgewater. After the story, the attendees painted their own terracotta pots and planted their own kale seeds to take home.

- SPECIAL EVENT: 2025-2026 WRAAP began on Saturday, December 20th. Participants currently registered: 98; Total minutes read: 95,107; Distance moved on the Iditarod trail: 476 miles.
- Passive Activity: Every month in the Children's Department now offers a monthly drop-in crafty opportunity located at the Children's desk for all to enjoy. This month's craft was "Paper Heart People". *Approximately 50 individuals participated.*
- Take Home Crafts: This month featured: Week 1: Paper Duck Craft; Week 2: Left Over Crafts; Week 3: Torn Paper Olympic Rings; Week 4: Paper Plate Moon and Star; ***An average of 78 craft kits were distributed to patrons each week.***
- 1000 Books before Kindergarten program: The reading program is for ages 0 –5 to encourage family reading and build literacy foundations in youth prior to entering kindergarten. Currently we have 154 children participating. *** We had 18 participants log reading entries this month with an average of 64 books.*
- Black History Month Scavenger Hunt: Images of inventors posted around the children's department. Once the patron located them all, they could receive a sticker. ***Approximately 75 boards were completed.***

Teen Programming

- LCL Teen Time: offered every Thursday from 4-6 PM. A space for teens to come, socialize, play, and create. Each week has a different topic / focus from art to technology, drawing, to games. Snacks are provided. Week 1 – Felt Flowers; Week 2 – Homemade Cards; Week 3 – Tetris Tumble XL; Week 4 – Sticky Note Drawing Challenge.
- NEW! LCL High School Quiz Bowl Social: offered on the 1st Wednesday of the month from 5:15-6:45 PM. A space for Lee County High School students to come, socialize, learn about Quiz Bowl, and practice answering questions. This month featured more holiday questions and additional practice using the Challenger buzzer system. Snacks were provided.
- Teen Anime Club: Teens (ages 13-18) are welcome to attend on the 2nd Tuesday of the month at 4-6 PM at the Main Library. Participants view an anime film, do a craft, or practice drawing, discuss Anime titles, and enjoy a snack. This month, participants discussed the manga *Yona of the Dawn Vol. 1*while drawing and catching up with one another. Participants also voted on their next manga discussion and what they'd like to watch at the Ani-May Marathon event later this spring.
- NEW! LCL Pokémon Club: Evolutions: offered on the 3rd Wednesday of the month from 3:30-4:30 PM. Evolutions is the ultimate hangout for Pokémon fans ages 10 - 14. Participants can battle, watch, discuss, craft, and draw all things Pokémon, allowing them to test their strategy, have some fun, and meet other players who love collecting and competing. This month participants learned how to play the Battle Academy, had opportunities to draw, journal, trade cards, color pictures, and make an origami Pokémon character. Participants also worked together to create two new club guidelines to add to the working list that was started in the Pokémon Starters club meeting.

Family and All Ages Programming

- LCL Monthly Movie Night: Movie nights take place at the Main Library on the 2nd Tuesday of the month at 6 PM and at the Broadway Branch on the 3rd Tuesday of the month at 4 PM. Patrons enjoyed the movie *The Bad Guys 2* this month.
- LCL History Club: The LCL History Club is for all ages and in person on the 3rd Thursday of the month at 3:30 PM. The History Club topic this month was *Snack Facts Part I: Salty* Participants enjoyed freshly made popcorn while learning interesting facts about snack time favorites.
- LCL Game Cafe: LCL Game Cafe is the 4th Monday of the month at the Main Library. Heather facilitated Game Cafe, which highlighted the Xbox game *Jumanji* and included the board games 13 Dead End Drive, Don't Break the Ice, Tetris Tumble, Uno, and Apples to Apples.

Adult Programming

- LCL Getting Crafty for Adults: This program is a monthly craft on the 3rd Thursday at 12:30 PM for ages 16+. Heather hosted Getting Crafty in February, and participants made bath bombs.
- LCL Tech Time: Tech Time was held on the 2nd Thursday and the 4th Thursday of the month in February and Heather helped participants with all of their tech related needs.
- LCL Adult Anime Club: The Adult Anime Club is for community members 18+. The club meets on the fourth Wednesday of the month at the Main Library. In February participants discussed the manga *Medalist* by Tsurumalkada.
- LCL Local History Club: Local Lee County Libraries History Club meets on the first Tuesday of the month at 6 PM. The topic for February was Preserving Family Treasures with Archivists from the State Archives of North Carolina. Participants were able to learn preservation tips and techniques for family photos and other heirloom items.
- LCL Comic Collective: Comic Collective had its fourth meeting on February 24. Dalton engaged participants in a discussion of *Batman: The Animated Series* and how it impacted comic culture.
- LCL Write Here, Write Now: This monthly club is for ages 16+. The club meets on the Second Saturday of the month at the Main Library. Local author Mara Price facilitates the program and focuses on developing creative confidence through brief technique instruction, engaging writing prompts, and peer feedback.
- SPECIAL EVENT: Heart Health Matters: Heather worked with Dolores Hostert from the Lee County Health Department to provide an educational presentation on heart health in celebration of American Heart Health Month.
- SPECIAL EVENT: How to Save Seeds Workshop with the NC Cooperative Extension: This event was facilitated by Master Gardener volunteer, Randi Rutan. Participants learned about seed anatomy and different methods to harvest and save seeds.
- Book Clubs: The Library currently offers four book clubs. All readers are welcome. Book Club Hold Groups are available to anyone interested in being placed on monthly automatic holds of the titles selected by each club.

- **Lee Readers:** The club meets on the 3rd Tuesday of the month at 4 PM at the Main Library. The February discussion was based on the book *Horse* by Geraldine Brooks.
- **We Read Banned Books Club:** The club meets on the 3rd Tuesday of the month at 6 PM at the Main Library. Jeremy led a discussion on *Throne of Glass* by Sarah J. Maas.
- **New York Times Best Sellers Self-Guided Book Club:** This monthly book club is self-guided. Staff select a title, create a reader's guide to accompany the title and display the available formats throughout the month. Sydney created this month's Reader's Guide on *Bury Our Bones in the Midnight Soil* by V.E. Schwab.
- **NEW! The Grim Readers:** A Cozy Mystery Book Club: The club meets the Second Wednesday of the month at the Main Library for January, February, and March. Heather led a discussion for *How to Solve Your Own Murder* by Kristen Perrin.

Online Programming

- **LCL Special Event – Virtual "And the Award Goes to…":** Staff continues the monthly video series on our YouTube Channel to share history and facts about various literary awards given to authors and illustrators in their given field. February featured "The Romantic Novel of the Year Awards" that recognizes excellence in romantic fiction published in the UK
- **Online Programming:** Our YouTube channel had 654 views in February and has 665 subscribers. In February the most watched video was ""Happy Lunar New Year" Themed Story Time (with Spanish) with Lee County Libraries 02.17.21" with 84 views followed by "Hot Chocolate" Mini Story Time with Lee County Libraries 12.07.20" with 33 views.
    - *Website: http://library.leecountync.gov*
    - *Facebook: http://facebook.com/LeeCountyLibrarySanfordNC*
    - *YouTube: LeeCountyLibrariesNC*
    - *Instagram: @leecountylibrariesnc*

Library Displays

- Staff created spotlight displays for the month of February:
    - **Barrel 1** – WRAAP
    - **Barrel 2** – National Heart Health Month
    - **Barrel 3** – Romance Tropes
    - **Brick Wall** – Valentine's Box Voting
    - **Front of Circulation** – Book Club Selections / Olympic Display
    - **Glass Case** – Iditarod Display
    - **Children's Small Table** – Olympic Sports
    - **Children's Large Table** – Newbery Award Winners
    - **Spanish / Graphic Book Tops** – Series Stacks
    - **Picture Book Tops** – Author Stacks
    - **JFic/ER/Spanish Book Tops** – Author Stacks
    - **J Fic Book Tops** – A Century of Black History Commemorations
    - **Former JAudiobook Shelves** – NCCBA Book Awards

  - YA Table Small – A Perfect Pair: YA Duologies
  - YA Table Large – Celebrate Black History Month
  - YA Shelf – Middle School Battle of the Books
- Artist in Residence Display: February featured an Olympic Display from a generous patron. We will feature Louisa Heffelfinger and her paintings and watercolor in March. A favorite of the community and visitors. She was thrilled to be the last artist display for Hawkins Avenue. Her work always gets a lot of attention.

Library Outreach Services

- LCL in the News: Staff met with Billy Liggett of The Rant for a walkthrough of the new library. The new Main Library will be on the front cover in March 2026!
- Special Outreach Project: Hunter assisted Margaret Murchison in the delivery of a Black History program for the staff of Kyowa Kirin. Assembled photographs and helped provide context.
- Special Outreach Project: Hunter and Jordan served as a judge for the annual Lee County Schools District Spelling Bee.
- Special Outreach Project: Hunter met with Wendy Bryan of Visit Sanford and Jimmy Randolph of SAGA to discuss plans for incorporating historic material into the newly renovated Sanford Depot when it opens as a Visitor's Center.
- Books-to-Go Home Delivery and Organization Rotating Collections: We currently have 15 residents participating in our homebound delivery program. Applications are available online or by mail. Staff are also maintaining a selection of either rotating library book collection or specifically selected from our donations at 9 local organizations.
- LCL StoryWalk at Kiwanis Family Park: The featured title is "How Do You Wokka Wokka" by Elizabeth Bluemle. The next change out will occur in March.
- LCL StoryWalk at Kiwanis Children's Park: The featured title is "Snow in the Jungle / Nieve en la jungala" by Ariane Hofmann-Maniyar. The next change out will occur in February.

Patron Services & NC Cardinal

- Library Admin completed and submitted the 2026 LSTA EZ grant application for new patron computers. Applications will be reviewed and those selected will be awarded in July 2026.
- NC Cardinal has been scheduled to shut down resource sharing from 3/20/26 – 4/20/26 while we move. Items will not be due back to the Main Library during this time. Fines and fees will not accumulate. Materials can be held on to items until due date or returned to the Broadway Branch (or any participating NC Cardinal library).
- We had a total of 108 "Resident", 230 "School", 1 "Out of County", and 0 "Internet Use Only" new patron library cards issued in February.
- Tech Help and proctoring services are available by appointment any time.
- Admin is preparing a new Book Match online submission form for patrons. Staff will review requests and provide book titles to patrons based on their answers. Coming soon!

- Curbside Pick-up Service is offered whenever the library is open.
- "Print from home" is available to patrons through our website.
- Free public Wi-Fi is available through the Library's network in the building and can be accessed in the immediate parking lot 24/7.
- Exterior book drops at both libraries are open 24/7.

Materials & Collections

- A new high number of views on DigitalNC.org with 1,612 hits, as well as a new high for all materials contributed by groups supported by Lee County Libraries at 3,053. There were 343 sessions on items and exhibits from the Lee County Libraries on DigitalNC.org. 1441 pageviews and 431 total sessions on items and exhibits from partners supported by the Lee County Libraries on DigitalNC.org.
- 79 views on Historic Downtown Sanford Walking Tour. 16 views on The Legacy of Link Boykin exhibit.
- The top circulating location for December was Easy Fiction. The next top 3 locations were: Adult Fiction, Juvenile Non-Fiction, and Adult Video.
- Staff continuously assess the current collection for condition, relevancy, and demand. Weeding is done as appropriate.

Personnel, Meetings & Training

- Cara Greene completed her 6 month probationary period as FT Library Assistant III – Outreach.
- Dalton Brown celebrated his 2nd year as FT Library Assistant I - Circulation.
- Admin conducted several interviews for the three Programming Library Assistant II positions after reviewing hundreds of applications. Anticipated start date for all three positions is March 30th.
- Full-time staff are required to complete a minimum of 20 hours of professional development each year, while part-time staff are required to complete a minimum of 10 hours. Staff are encouraged to attend webinars, trainings, meetings that are related to their job duties. Approved professional development opportunities are done during work hours and documented in staff files.

Library Space & Safety Improvements

- The RFID Project continues. Staff is tagging materials at the Main Library daily. Equipment has been ordered and slated for delivery to the New Library in March.
- The new library building project has a final timeline! We will be shutting down the current facility on March 28th. We will move into the new library between 3/30 – 4/10 with training scheduled the week of 4/13 - 4/18. The grand opening is scheduled for Saturday, May 2nd from 10 AM – 4PM.
- Staff continue to ensure a safe and healthy environment for each other as well as the community.

Success Stories:

- *"In a previous interaction, I had shared with a patron about how NC Live has databases for The Wall Street Journal and The New York Times and that they contain current articles by those publications. Sometime this month, the patron came back in and while I was helping him, he told me that those databases are very useful to him and he was navigating through them well. I'm happy that we can share these resources with our patrons, especially those offering free access to newspapers that you would need a subscription to view them."~* Dalton, FT Library Assistant I - Circulation
- *"This month I enjoyed learning from a young Patron how to play the Pokemon Board game, she wanted to play but didn't have another player. I joined her and had her teach me how to play, although I didn't fully grasp the game she did great at trying to explain the instructions. I am definitely a beginner and she was a pro at the game."~* Grisel, PT Library Assistant I – Circulation
- *"An older gentleman came into main and asked for some help with the computer. As I was helping him, he mentioned that he was concerned about things he had to do on computers that he didn't understand. I gave him copies of the February and March Level Up and circled the dates for our Tech Time. He asked how much it cost, and he was overwhelmed that we would offer that service twice a month for free. He said he was going home and putting those dates on his calendar and that he would definitely be back. He was very appreciative of this service." ~ Katie, PT Library Assistant I - Circulation*
- *"A man came in and asked if he could get something printed. I gave him the option of using his phone or computer, and he chose phone Wi-Fi printing. He stated that he will need help because he is tech illiterate. I let him know that that is no problem, and although I am not able to touch his phone, I can walk him through the steps. He kept thanking me for helping him and being patient as he learns. I gave him a copy of the Wi-Fi printing instructions to take home and explained that he can use it anytime. He thanked me again and said, "now I will be able to do it on my own, thank you!". These types of interactions remind me how important my position in this community is."~* Katrina, Library Assistant I - Circulation

Important Dates to remember:

- *We will be shutting down the current Main Library at 5 PM on Saturday, March 28th.*
- *We will move into the new library between 3/30 – 4/10 with training scheduled the week of 4/13 - 4/18.*
- *The grand opening is scheduled for Saturday, May 2nd from 10 AM – 4PM.*
- *Broadway Branch will operate regular hours during the move.*
- *The Libraries will be closed Friday, April 3rd – Saturday, April 4th in observation of the Easter/Spring Holiday.*
- *The next LCL Board Meeting will be held at the* ***new Main Library in the multi-purpose room*** *on Wednesday, May 13th, 2026 at 5:30 PM.*

PERMIT ISSUANCE SUMMARY 2/1/2026 TO 2/28/2026
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	2	0	9,160	0	$97,000.00	$0.00	$4,129.00	$0.00
	Addition	0	0	0	0	$0.00	$0.00	$0.00	$0.00
	Alteration	6	0	2,857	0	$575,810.00	$0.00	$2,228.04	$0.00
	Manufactured Home	0	0	0	0	$0.00	$0.00	$0.00	$0.00
	Modular	1	0	3,500	0	$150,000.00	$0.00	$1,960.00	$0.00
	New	1	0	3,956	0	$2,009,000.00	$0.00	$3,222.52	$0.00
	Other	0	0	0	0	$0.00	$0.00	$0.00	$0.00
	Temp Constr. Trailer	1	0	400	0	$0.00	$0.00	$100.00	$0.00
	BUILDING (NON-RESIDENTIAL) TOTAL:	**11**	**0**	**19,873**	**0**	**$2,831,810.00**	**$0.00**	**$11,639.56**	**$0.00**
Building (Residential)	Accessory Structure	2	0	492	0	$32,373.35	$0.00	$132.20	$0.00
	Addition	3	0	1,942	0	$835,800.00	$0.00	$988.98	$0.00
	Manufactured Home	3	0	3,360	0	$0.00	$0.00	$1,125.00	$0.00
	Modular	0	0	0	0	$0.00	$0.00	$0.00	$0.00
	New	30	0	77,597	0	$4,865,648.72	$0.00	$28,533.43	$0.00
	Other	0	0	0	0	$0.00	$0.00	$0.00	$0.00
	Renovations	7	0	5,726	0	$146,208.00	$0.00	$751.69	$0.00
	Solar	0	0	0	0	$0.00	$0.00	$0.00	$0.00
	BUILDING (RESIDENTIAL) TOTAL:	**45**	**0**	**89,117**	**0**	**$5,880,030.07**	**$0.00**	**$31,531.30**	**$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		0	0	0	0	$0.00	$0.00	$0.00	$0.00
	DEMOLITION TOTAL:	**0**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Electrical (Non-Residential)		4	0	0	0	$0.00	$0.00	$300.00	$0.00
	ELECTRICAL (NON-RESIDENTIAL) TOTAL:	**4**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$300.00**	**$0.00**
Electrical (Residential)		17	3	0	0	$0.00	$0.00	$1,275.00	$225.00
	ELECTRICAL (RESIDENTIAL) TOTAL:	**17**	**3**	**0**	**0**	**$0.00**	**$0.00**	**$1,275.00**	**$225.00**
Fire		7	0	0	0	$0.00	$0.00	$492.78	$0.00
	FIRE TOTAL:	**7**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$492.78**	**$0.00**
Malt Beverage	Malt Beverage	0	0	0	0	$0.00	$0.00	$0.00	$0.00
	MALT BEVERAGE TOTAL:	**0**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Mechanical	Non-Residential	8	0	0	0	$0.00	$0.00	$1,090.00	$0.00
	Residential	19	0	0	0	$0.00	$0.00	$1,800.00	$0.00
	MECHANICAL TOTAL:	**27**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$2,890.00**	**$0.00**
Plumbing (Non-Residential)		2	0	0	0	$0.00	$0.00	$242.00	$0.00
	PLUMBING (NON-RESIDENTIAL) TOTAL:	**2**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$242.00**	**$0.00**
Plumbing (Residential)		2	0	0	0	$0.00	$0.00	$150.00	$0.00
	PLUMBING (RESIDENTIAL) TOTAL:	**2**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$150.00**	**$0.00**
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	$450.00	$0.00
	SIGN TOTAL:	**3**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$450.00**	**$0.00**
	GRAND TOTAL:	**118**	**3**	**108,990**	**0**	**$8,711,840.07**	**$0.00**	**$48,970.64**	**$225.00**

BUILDING INSPECTIONS 942

COMPLAINT INSPECTIONS 2

PERMIT ISSUANCE SUMMARY 2/1/2026 to 2/28/2026
LEE COUNTY

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building (Non-Residential)	Accessory Structure	1	0	$100,000.00	$75.00
	Addition	0	0	$0.00	$0.00
	Alteration	3	8,768	$3,340,083.00	$4,750.20
	Manufactured Home	0	0	$0.00	$0.00
	Modular	0	0	$0.00	$0.00
	New	1	1,680	$500,000.00	$590.00
	Other	0	0	$0.00	$0.00
	Temp Constr. Trailer	0	0	$0.00	$0.00
BUILDING (NON-RESIDENTIAL) TOTAL:		**5**	**10,448**	**$3,940,083.00**	**$5,415.20**
Building (Residential)	Accessory Structure	2	4,400	$91,314.00	$836.00
	Addition	0	0	$0.00	$0.00
	Manufactured Home	2	3,060	$0.00	$750.00
	Modular	1	3,294	$315,253.00	$885.86
	New	7	21,488	$2,119,500.00	$7,322.62
	Other	0	0	$0.00	$0.00
	Renovations	3	595	$74,300.00	$745.45
	Solar	0	0	$0.00	$0.00
BUILDING (RESIDENTIAL) TOTAL:		**15**	**32,837**	**$2,600,367.00**	**$10,539.93**
Change of Occupancy	Change of Occupancy	0	0	$0.00	$0.00
CHANGE OF OCCUPANCY TOTAL:		**0**	**0**	**$0.00**	**$0.00**
Demolition		2	0	$0.00	$200.00
DEMOLITION TOTAL:		**2**	**0**	**$0.00**	**$200.00**
Electrical (Non-Residential)		2	0	$0.00	$275.00
ELECTRICAL (NON-RESIDENTIAL) TOTAL:		**2**	**0**	**$0.00**	**$275.00**
Electrical (Residential)		19	0	$0.00	$1,425.00
ELECTRICAL (RESIDENTIAL) TOTAL:		**19**	**0**	**$0.00**	**$1,425.00**
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	35	0	$0.00	$2,700.00
MECHANICAL TOTAL:		**35**	**0**	**$0.00**	**$2,700.00**
Plumbing (Non-Residential)		0	0	$0.00	$0.00
PLUMBING (NON-RESIDENTIAL) TOTAL:		**0**	**0**	**$0.00**	**$0.00**
Plumbing (Residential)		4	0	$0.00	$300.00
PLUMBING (RESIDENTIAL) TOTAL:		**4**	**0**	**$0.00**	**$300.00**
Pool		1	0	$0.00	$150.00
POOL TOTAL:		**1**	**0**	**$0.00**	**$150.00**
Sign	New	1	0	$0.00	$135.00
SIGN TOTAL:		**1**	**0**	**$0.00**	**$135.00**
GRAND TOTAL:		**84**	**43,285**	**$6,540,450.00**	**$21,140.13**

PERMIT ISSUANCE SUMMARY 2/1/2026 TO 2/28/2026
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	2	4,970	$500,000.00	$1,984.30
	Other	0	0	$0.00	$0.00
	Renovations	0	0	$0.00	$0.00
	Solar	0	0	$0.00	$0.00
BUILDING (RESIDENTIAL) TOTAL:		**2**	**4,970**	**$500,000.00**	**$1,984.30**
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)		2	0	$0.00	$275.00
ELECTRICAL (NON-RESIDENTIAL) TOTAL:		**2**	**0**	**$0.00**	**$275.00**
Electrical (Residential)		0	0	$0.00	$0.00
ELECTRICAL (RESIDENTIAL) TOTAL:		**0**	**0**	**$0.00**	**$0.00**
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	2	0	$0.00	$225.00
MECHANICAL TOTAL:		**2**	**0**	**$0.00**	**$225.00**
Plumbing (Non-Residential)		1	0	$0.00	$130.00
PLUMBING (NON-RESIDENTIAL) TOTAL:		**1**	**0**	**$0.00**	**$130.00**
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:		**7**	**4,970**	**$500,000.00**	**$2,614.30**

MEMORANDUM

DATE: March 5, 2026

TO: Lisa Minter
County Manager, Administration

FROM: Michael Brown
Tax Administrator, Tax Administration

RE: Monthly Forced Collection Efforts Report for February 2026

February 2026	
Accounts researched	1,124
Accounts Updated with Collection info	792
February total collections (all)	$ 1,386,649.70
February collections for **county only** (G01)	$ 708,547.69
Garnishments/Attachments Issued	476
Calls & Emails regarding on Delinquent Accounts	336
Foreclosure Warning Letters Mailed	66
Updated Bills submitted to Debt Setoff	1,628
Tag Turn In	18
Advertisement/ Notices sent	5,556

Sanford / Lee County / Broadway
TECHNICAL REVIEW COMMITTEE AGENDA FOR MARCH, 2026

115 Chatham Street, Sanford, NC 27330 919-718-4656 zoning@sanfordnc.net

*There will be a virtual meeting held among staff and applicants to discuss the proposed projects listed below. This meeting will be held on **Thursday, March 26th,** starting at **9:00AM**. Invitations will be sent out via email.*

TRC-03-12-26—MORGAN FIELDS SUBDIVISION [Major Subdivision Plan Review] 09:00AM

LOCATION: 0 Clifton Lane (at the terminus of Clifton Lane; this area is just east of the intersection of Steel Bridge and Blackstone Roads)

LEE CO. PIN NO.: 9611-79-4569-00 and 9611-89-3657-00

ZONING: Residential Agricultural (RA)

ACRES: 78.24 +/-

DESCRIPTION: Proposed development of a residential major subdivision for 46 lots intended for single-family dwellings.

UTILITIES: The site is not directly served by public water or sewer; individual private wells and septic systems are proposed.

STREET(s): Clifton Lane is an NCDOT-maintained roadway.

JURISDICTION: Lee County jurisdiction.

APPLICANT: Beth Blackmon, PE | 919-866-4509| beth.blackmon@timmons.com

PROJECT MANAGER: Greg Morgan | 919-440-6479| gmorgan@morgandevelopmentco.com

PLANNER: Katherine Shearin | 919-718-4656, ext. 5398 | katherine.shearin@sanfordnc.net

NOTES:

- This is the first time this project has come before TRC for review.
- Major subdivisions within Lee County jurisdiction require a preliminary plat review and by the Lee County Planning Board and Lee County Commissioners.

TRC-03-13-26—WILLARD MEADOWS SUBDIVISION REDESIGN [Concept Plan Review] 09:20AM

LOCATION: 1711 Boone Trail Road (between Glenwood Dr./Nixon Dr. and Cool Springs Rd.)

LEE CO. PIN NO.: 9634-61-1240-00

ZONING: 421 North Townhomes Conditional Zoning District (approved by City Council in December, 2024)

ACRES: 12.26 +/-

DESCRIPTION: A proposed redesign to the site plan-specific conditional rezoning previously approved by City Council; the updated site plan includes an elimination of a proposed roadway connection to Nixon Drive that aligns with recently updated UDO standards and state fire code standards regarding subdivision access. The space where the 2nd point of access was proposed is now proposed to be reverted back to an SN-12-zoned lot for future single-family development separate from this subdivision.

UTILITIES: Public water is available along Glenwood Drive; public sewer bisects the site.

STREET(s): Glenwood and Nixon Drives are city-maintained streets.

JURISDICTION: City of Sanford jurisdiction.

APPLICANT: Beth Blackmon, PE | 919-866-4509| beth.blackmon@timmons.com

PROJECT MANAGER: Mark Lyczkowski | 919-842-0334 | mark@mlconsultingllc.net

PLANNER: Katherine Shearin | 919-718-4656, ext. 5398 | katherine.shearin@sanfordnc.net

NOTES:

- This project was first submitted to TRC as a concept plan in July, 2024 (TRC-07-36-24).
- A request from the property owner to rezone the subject property from SN-12 to the 421 North Townhomes CZ District was approved by Sanford City Council on 12/03/24.

- Since this subdivision is subject to a site plan-specific conditional zoning district, and the street layout has changed, the conditional zoning must be amended through another rezoning process, including a new public hearing. Before any project is put in front of a board for review, TRC review is typically required.
- If/when the amended conditional rezoning is approved, a preliminary subdivision plat must then be reviewed by TRC. For subdivisions within Sanford's jurisdiction, TRC approval also constitutes approval of the preliminary plat.

TRC-03-14-26—TRU HOTEL AT BROADWAY RD [Concept Plan Review] 09:40AM

LOCATION: 0 Broadway Rd. (at the Lee Co. Athletic Park entrance, near the intersection of Broadway and Champion Roads)

LEE CO. PIN NO.: 9662-42-2162-00

ZONING: The parcel is split-zoned, with C-2 in the front and LI (Light Industrial) towards the back of the property.

ACRES: 8.71 +/-

DESCRIPTION: Proposed development of a 100-room hotel on 5 +/- acres of land with two outparcels along Broadway Rd. for future development.

UTILITIES: Public water is available along Broadway Rd.; public sewer must be extended to serve the sites.

STREET(s): Broadway Rd. is NCDOT-maintained.

JURISDICTION: City of Sanford jurisdiction.

APPLICANT: Jeremy Thomas, PE| 919-356-9105| jthomas@jthomasengineering.com

PROJECT MANAGER: Corey Mabus| 910-728-5714| corey@carolinacommercialnc.com

PLANNER: Anne Mauro | 919-718-4656, ext. 5399 | anne.mauro@sanfordnc.net

NOTES:

- This is the first time this project has come before TRC for review.
- Even though two zoning districts apply to the subject property, no rezoning is required, as both LI and C-2 zoning allows for hotels as a permitted land use. Supplemental standards (as found in §5.17) will apply, though.
- A "full" TRC review is necessary for this project to move forward to building permits and construction.

TRC-03-14-26—WILKINSON CHEVROLET MAINTENANCE SHOP [Commercial Plan Review] 10:00AM

LOCATION: 3341 NC 87 Hwy S. (just south of the Wilkinson Chevy Car Dealership)

LEE CO. PIN NO.: 9661-25-4595-00

ZONING: C-2 (General Commercial)

ACRES: 2.18 acres +/-

DESCRIPTION: Proposed new construction of a 7,000sf maintenance and repair shop with associated parking for vehicle/inventory storage.

UTILITIES: Public water is available along NC 87 Hwy.; public sewer may need to be extended to serve this site.

STREET(s): NC 87 Hwy. is NCDOT-maintained.

JURISDICTION: City of Sanford jurisdiction.

APPLICANT: Jeremy Thomas, PE| 919-356-9105| jthomas@jthomasengineering.com

PROJECT MANAGER: Dave Richardson | 910-580-6744 | dave@carolinacommecialnc.com

PLANNER: Anne Mauro | 919-718-4656, ext. 5399 | anne.mauro@sanfordnc.net

NOTES:

- This is the first time this project has come before TRC for review.
- After TRC, the project's next step is to submit for building permits.

SANFORD / LEE COUNTY / BROADWAY (TRC) MEMBERS

Sanford / Lee County / Broadway Community Development Department

David Montgomery, Long Range / Transportation Planner	david.montgomery@sanfordnc.net
Amy J. McNeill, Senior Planner	amy.mcneill@sanfordnc.net
Thomas Mierisch, Zoning Administrator	thomas.mierisch@sanfordnc.net
Katherine Shearin, Planner I	katherine.shearin@sanfordnc.net
Anne Mauro, Planner I	anne.mauro@sanfordnc.net
Patrick Marion, Inspections Administrator	patrick.marion@sanfordnc.net

TriRiver Water (Engineering)

Nicholas Kent, Civil Engineer I	nicholas.kent@tririverwater.com

City of Sanford Public Works Department

Ebony McLean, Transportation Administrator	e.mclean@sanfordnc.net
Kris Furmage, Facilities & Waste Services Administrator	kris.furmage@sanfordnc.net
Caroline Jeffries, Parks Administrator	caroline.jeffries@sanfordnc.net

City of Sanford Fire Department

Alex Collazo, Deputy Fire Chief / Fire Marshal	alex.collazo@sanfordnc.net

Lee County Office of Emergency Services

Aaron Bullard, Lee County Fire Marshal	abullard@leecountync.gov
Kevin Smith, Lee County Deputy Fire Marshal	kesmith@leecountync.gov

Lee County Environmental Health Department

Andrew Currin, Environmental Health Supervisor	ancurrin@leecountync.gov

Lee County Strategic Services Department

Angela Wood, GIS Administrator	awood@leecountync.gov

Lee County Schools

Justin Covert, Transportation Director	jcovert.bus@lee.k12.nc.us
Stacie Eggers, Asst. Superintendent of Operations	seggers@lee.k12.nc.us

NCDOT (Division 8, District 2)

Kevin Reddinger, Asst. District Supervisor	ksreddinger@ncdot.gov
Dago JuarezPozos, District Engineer	djuarezpozos@ncdot.gov

MINUTES OF THE MEETING OF
THE CONSOLIDATED HUMAN
SERVICES BOARD FOR
THE COUNTY OF LEE, STATE OF NORTH CAROLINA

****

January 21, 2026

****

The Consolidated Human Services Board for the County of Lee, State of North Carolina, convened at 7:00 p.m. in the Gordon Wicker Room, 106 Hillcrest Drive, Sanford, North Carolina.

Members present: Mrs. Sophia Blount, Ms. Mary Ann Gaster, Dr. William Hall, Mrs. Mary Hawley Oates, Pastor Alice Hooker, Mrs. Ophelia Livingston, Dr. Tripp Paderick, Dr. Diane Schaller, Mr. Jeremy Thomas and Mrs. Rachelle Whitfield.

Members absent: Mrs. Margaret Johnson, Dr. Andre Knecht and Mr. William Pickard.

Also present: Assistant County Manager Angelina Noel, Lee County Department of Social Services Director Takisha McMiller, Lee County Health Director William Heath Cain, Assistant Lee County Health Director Jessica Miller, Senior Services Director Melanie Rodgers, COLTS Supervisor Tonya Surratt and Mr. Juan Diaz-Franco as Clerk for the Consolidated Board.

Dr. Diane Schaller, Chairperson, presided and the following business was transacted:

1. **Approval of the Agenda:** Mrs. Blount moved to approve the agenda. Upon a vote the results were:

   Aye: Mrs. Blount, Ms. Gaster, Dr. Hall, Mrs. Hawley Oates, Pastor Hooker, Mrs. Livingston, Dr. Paderick, Dr. Schaller, Mr. Thomas and Mrs. Whitfield.

   Nay: None

   The chairperson ruled the motion was adopted unanimously.

2. **Public Comments:** None.

3. **Approval of Consent Items:**
   - **A. Apply for grant funding from the NEHA-FDA Retail Flexible Funding Model Grant Program.** The Health Department respectfully requests the Consolidated Human Services Agency Board to allow Environmental Health to apply for the $7,500 NEHA-FDA Retail Flexible Funding Model Grant Program to send staff members to Retail Food Safety Trainings, Workshops, and Conferences (FY 2026 only).
   - **B. North Carolina Veterinary Medical Association (NCVMA) Welfare Grant Acceptance.** The Health Department respectfully requests the Consolidated Human Services Board to approve grant funding in the amount of $2,498.01 awarded by the North Carolina Veterinary Medical Association.
   - **C. December 3, 2025 Consolidated Human Services Agency Board Minutes.** Accreditation requires a letter from the CHSA Board Chair if a rule has not been adopted since the previous site visit.

   Mr. Thomas moved to approve the Consent Items. Upon a vote the results were:

   Aye: Mrs. Blount, Ms. Gaster, Dr. Hall, Mrs. Hawley Oates, Pastor Hooker, Mrs. Livingston, Dr. Paderick, Dr. Schaller, Mr. Thomas and Mrs. Whitfield.

   Nay: None

   The chairperson ruled the motion was adopted unanimously.

4. **Old Business:** None

5. **New Business:**
   - **A. Community Health Improvement Plan (CHIP).** Mr. Cain brought everyone a hard copy of the Community Health Needs Assessment (CHNA) to remind the Board the health priorities identified through the process were access to care, mental wellness and access to healthy food and what we did after the fact. What I want to focus on is the implementation plan. LeeCAN will

champion the plan and the hospital as well. One of the bright spots is seeing the collaboration that has taken place. The hospital has shared some things that they are already doing, and we are working with our partners to get the information out. The implementation plan shows the list of strategies. We have the goal completion date, who is accountable for that, and the community resources and partnerships. We probably left out some community resources, but the CHIP is in this handout for you to see. Over the last 28 almost 29 years I have learned that the more people know about public health and all we do the better we can provide a service. We are all champions of our programs, but we need the word on the street, word of mouth. There is great opportunity here with Mental Wellness and I want to reach back out to Trillium Healthcare. For a long time, we had someone from Daymark twice a week at the health department for mental health services and that ended when COVID started. They said they could do it in house at their office and we left it at that. I would like to have that conversation once more to see if that opportunity still exists. There are some people that do not know about the Mental Wellness services available to them and they may be more apt to do it in this building because they are more comfortable here. If they can trust us inside this building to provide service that may be one extra service we can provide. There are great things that can be done at the hospital as well. What we talked about a little more extensive last month was nutrition and access to healthy food. This was talked about with Health Ed and the Farmers Market downtown and the Cooperative Extension came up and doing outreach for people to know this. Also, for local churches to get involved, CUOC (Christian United Outreach Center of Lee County) was mentioned during that meeting, cooking classes here and the Cooperative Extension and Enrichment Center do them as well, and CCH offers nutrition service. In the last two weeks the Food Pyramid has been turned upside down and there may be needs for some people where others' nutritional needs are different. Getting information and making referrals about local nutritionists might be a first step to really improving the health of a family overall. WIC and the social workers do that now and provide referrals. The anticipated impact is improved nutritional health, decreased food insecurity, and improved mental health. Getting people a primary care provider, mental wellness services and increasing their nutrition builds on what we have now and keeps us moving forward as we get stronger as a healthier Lee County. The CHNA is done every three years, and this is what we are looking to do programmatic wise over the next two to three years and hope to bring another CHNA where these are not the issues in three years and maybe, something else will need to be addressed. Mrs. Hawley Oates asked what the status was on supporting H3 (Help, Healing, Hope 3) and Helping Hand Clinic. Mr. Cain stated he would learn more about the clinic, and he would find out. Mrs. Whitfield moved to approve the Health Department Strategic Plan. Upon a vote the results were:

Aye: Mrs. Blount, Ms. Gaster, Dr. Hall, Mrs. Hawley Oates, Pastor Hooker, Mrs. Livingston, Dr. Paderick, Dr. Schaller, Mr. Thomas and Mrs. Whitfield.

Nay: None

The chairperson ruled the motion was adopted unanimously.

B. Accreditation Training.

Mr. Cain presented PowerPoint training stating the health department needs to do a better job of explaining what this is all about before February 4th. Mr. Cain acknowledged he should have done this a while back even though it is in the Board's Handbook, it is not spelled out, it is just talked about. Mr. Cain decided to introduce this to the newer members of the Board. For anyone that does not know, every county in the state goes through Public Health Accreditation on a four-year cycle, but this one is different. COVID postponed all the site visits for two years. Luckily and unluckily for us we must have six years' worth of data and evidence. It will be back on a four-year cycle after February 4th and our next scheduled site visit will be in 2030. The NCGS that says why this is required is included. The majority of Agreement Addendums you see throughout the year come through the budget and are all tied to money. If the public health department is not accredited, they can cut or eliminate the funding for that program until it becomes reaccredited. Many of our Agreement Addendums pay for staff. A CD program was used as an example with about $3,000 or $4,000 thousand dollars, which does not sound like a lot, until you are looking at balancing staff's pay, less the deliverables to provide the service, it gets a little concerning. What is Accreditation? A 4-year assessment of strategies, concepts, and plans put in place to improve the health of all of the individuals being served within the jurisdiction. The CHNA is part of that. About mid-to-late last year, we did a State of County Health Report on what was done during the fiscal year. That report is part of what has to be submitted as evidence. It provides a method to see improvements both by the LHD and the state and allows transparency in the policy-making process. About 20 health department policy books are reviewed annually. Proper planning allows collaboration and foundational opportunities for long-term success as we strengthen existing programs and introduce new initiatives. Being "Accredited" shows the community public health is working hard to improve

their overall health. Current setup is 147 activities. Mr. Cain explained how the 147 Activities number is misleading when just from the Board's experience when it began in July 2023 of approved annual policies. In July 2024, the same policies or updated versions came back, and the Board approved them once more. In 2025 the Board approved edited policies once more. Just for that alone there were 20 + pieces of evidence. A few of these activities are required once every 4-year cycle. It all works together. We will be presenting the same presentation to our staff meeting tomorrow. Employees, CHSA Board, County Administration, County Commissioners, and community partners are integral parts of all this. We need each other's support. Policy making, implementation, teamwork and openness equals success. Where are we now? Site visit will be February 4th at 9:00 AM in the Small Conference Room. There will be two people from the State, a retired health director with a state consultant and others virtually. They are reviewing our Dashboard now and we are working with HR to finalize our personnel records of which they will request eight, at 7:30 AM on February 2nd. We will give Melissa the names, they will get uploaded and they will review to make sure their checklist of information is there. About 12 items must be submitted to ensure the employee has gone through orientation and the proper training for the position. Our goal is to have the HR review finished the same day, February 2nd. We need to get 6 out of 8 records right. I am not naïve to think that our unscanned HR paper records that went from Bettina to Melissa will not have some gaps, but I feel confident in our work. If there is anything I am worried about, it is personnel records. There are some activities that will be completed on site. They will walk through the clinic to make sure the rooms are in decent shape, sanitized and the cleaning schedules are followed and possibly visit Environmental Health at the Buggy Factory. They will check for English/Spanish No Smoking signs in designated areas and check the 50 feet to the building rule. We need to keep anyone that smokes away from the buildings on February 4th. There are about 30 things that are not checked off yet, some because we did not submit the evidence. Tonight's approval of the minutes checks off about four activities for us but needed the Boards approval before submitting them and others will be checked off the day of. The initial face to face on the 12th with our consultant Gay Welsh was great. We spoke today during lunch, and she said she didn't think we would need a second visit before the site visit. She is a retired nurse after about 34 years with the state, and she has been a blessing to us. We were fortunate to have funding from the state to pay her with and she has been helping us for about 6 to 8 months. The site visitors will interview Mr. Cain, the Environmental Health Supervisor and the Nursing Supervisor, then two of our Board members, who should try and be here at 12:30pm. This training will count for a Board training next cycle because the minutes will be approved next month. We have about 15 to 20 people that devoted quite a bit of time to this, and we have two, Jessica, our Assistant Health Director, and Mandisa McAllister, who have been working on this throughout the process. I want to include the NCGS to familiarize you with. The CHSA Board is the policy-making, rule-making, and administrative Board-NCGS 153A-77(c), and the authority that the Board sets the fees for our programs after we provide the information to you, compliance with laws related state federal programs, adopt local health regulation participating in enforcement appeals, adjudication, perform regulatory health functions required by state, recommended budget, perform public relations and protect the public health to the extent required by law. One of your policies talks about the APIE process which is what accreditation is, we are going to check the boxes, but it is also what we do. We assess what we need, plan it out, if the Board allows, we implement it, and we evaluate it, and make it better. Mr. Cain stated February 4th will be a good day for public health in Lee County. I am very proud of what Jessica and Mandisa have done. Mr. Cain kind of stepped back because he has been through this a few times and felt this was a great learning opportunity. Like Gay said, "If you learn this, you can have fundamental foundational knowledge of public health through and through". This covers every gamut of it. Discussion continued on Mr. Cain's experience through the Accreditation Site Visitor's role.

6. Manager's Report

A. Lee County Department of Social Services Director's Report.

Mrs. McMiller reported nothing stood out for the past month and they are performing well. Mrs. McMiller addressed a question about the increase in the number of kids in Foster Care. DSS has 65 children in care. For years DSS has about 20 to 25, but from January to present, the numbers have increased from 20 to 55. Discussion on efforts and ideas to place these children and find willing Foster Parents continued.

B. Lee County Public Health Monthly Management Summary for December 2025.

Mr. Cian informed the Board that after reviewing the Environmental Health numbers, Page 3 did not match Page 1. Not sure why the formula is off but will be fixed. The other thing pointed out to the Board

is that the Animal Shelter is concerned that the euthanasia rate is not 10% or below. On the count of total euthanasia numbers, we must include the owner's request, 13, and count the animals that arrived dead at the shelter, 4, the total number is 22 and we put down five. A few months ago, a local vet had an animal that was attacked and we could not find a place for that animal to be kept for four months and had to put the animal down. We had a similar situation mid to late last week, but the owner found a vet's office in Winston-Salem. The last time we checked, it was over $4,000 dollars to quarantine an animal for four months. This facility's total charge was $2,400. Last Friday morning I took the animal there. If anyone is looking to adopt or care for an animal, do not fail to get a rabies shot. After four months of age, you can get an animal a rabies shot for $10. That is a lot cheaper than $2,400. Dr Schaller shared that if a cat comes in with bite wounds, she has to legally report this to the sheriff and then it is out of her hands. Mr. Cain stated that if the animal did have rabies and the whole family died, we would be in a whole lot of trouble. As a reminder, we do rabies clinics at the shelter for $10 every month. Mr. Cain shared that it was a great veterinarian hospital and a great set up. Their local Sheriff's Office comes by every Friday and does the well check on all the animals that are in quarantined and send a report to the shelter. Mr. Cain answered a question about measles and preparedness, assuring Mrs. Hawley Oates that from a preparedness standpoint, we are as prepared as we could be. There is information coming out daily about where, when and how, but also the documentation to support what we need to do. There was discussion about the most recent news concerning measle cases.

C. December 2025 Senior Services Report.

- In the nutrition program, Diners Club (congregate) 900 meals were served, and 944 Home Delivered Meals were served, which included frozen meals for the weekends and holidays.
  - The Diners Club provides a hot noon-time meal and program (special guest speaker, health promotion, live music, exercise, and drop-in activities) daily, Monday – Friday. Home Delivered Meals services Lee County residents ages 60 and better who live outside of the Sanford city limits. There are no fees. Contributions are accepted from participants, which helps to extend the program.
  - Meals On Wheels, Inc., 919-708-4181, services the Sanford city limits residents and will accept residents under 60.
- Forty-two (42) volunteers provided 366.05 hours of assistance with pay equivalent and savings to Lee County Government of $6,899.19.
- The Veteran Services office continued its commitment to serving veterans and their families throughout December. Our team provided comprehensive assistance through scheduled appointments, walk-in services, and community outreach efforts. Total contacts, 322. Third-party contacts (Veterans Benefits Adm. – VBA), 13. We served 139 unduplicated veterans, completed 127 scheduled appointments, and assisted 43 walk-ins. On December 11, 2025, the Veteran Services Office participated in a community event for veterans at Hugger Mugger Brewing Company. During this event, we engaged with approximately 20 clients, providing information and support on available veteran benefits and services.
- Total unduplicated registered senior center attendees, 429, duplicated was 5,128. The average age of most participants were 75-79 (22.8%). Participants aged 85 and over attended, 12.8%. Most participants were female, 73.8%. Total guests, 627. The average number of unduplicated participants and guests per day was 288.
- SHIIP met with 65 Medicare Beneficiaries by appointment and assisted 41 callers.
- The Enrichment Center Angel Tree program prepared for 100 clients and had 96 successful deliveries. Monetary donations received covered the cost of supplies and the remaining balance will be used towards the 2026 Angel Tree project.

D. Community Support Services Monthly Report.

November numbers saw 30 cases on pretrial, 7 GPS cases and 22 re-entry cases
December numbers saw 29 cases on pretrial, 6GPS cases and 7 re-entry cases

- Re-entry continues to work with DAC prior to release of Lee County residents who will return to the community upon release. The Re-entry grant from DAC continues to be on hold due to the lack of state budget. Re-Entry is working closely with our clinician to work community events.
- Our opioid settlement coordinator is working closely with the state OSTAT team on the final revisions of the Exhibit B worksheets to unlock new funding and opportunities for Lee County to utilize opioid settlement dollars. The main focus of these worksheets is the formation of a drug treatment court.

- By utilizing the pre-trial program, the jail saved $71,303.85 in November and $62,184.60 in December. The total cost avoidance for both months is $133,488.45

E. COLTS Monthly Manager's Report.

- COLTS provided a total of 2922 trips with a total of 23,945 service miles logged.
- Buzzline provided a total of 886 trips with a total of 3,263 service miles logged.
- Buzzline officially kicked off its full launch on December 1, 2025. Operating hours are Monday through Friday from 6:00 AM to 8:00 PM with three Microtransit vans in service. On Saturday and Sundays, service runs from 7:00 AM to 7:00 PM with two vans operating.
- A dispatcher is now available in the office seven days a week, matching Buzzline's operating hours, ensuring that clients calling in can speak with a live person for scheduling assistance.
- Buzzline's official website: www.buzzlinemicro.com, or you can download the app from the App Store for Apple or Google Play for Android. Community members can find more information about the service, routes, and scheduling, and can conveniently pay for rides online through the app or directly on the website.

Upon no further business, Dr. Diane Schaller adjourned the meeting by acclamation at 7:54 p.m.

Dr. Diane Schaller, Chair

ATTEST:

Juan Diaz-Franco, Clerk